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JEFFERY SMITH
UTAH COUNTY RECORDER
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RECORDED FOR SARATOGA SPRINGS CITY

THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)

SECOND MASTER DEVELOPMENT AGREEMENT

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THE VILLAGES AT SARATOGA SPRINGS
SECOND MASTER DEVELOPMENT AGREEMENT

THIS SECOND MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on APRIL 30, 2013, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and SCP Fox Hollow, LLC, Cardinal Land Holdings IV, LLC, Hanahou, LLC, Mountain Spa Investors, LLC, La Familia VSS, LLC, Pronova Holdings 4, LLC, Pronova Hodings 5, LLC, America First Credit Union, OBM Scott, LTD, and Utah Pacific Holdings, LLC, "Developers" or "Developer."

RECITALS:

WHEREAS, Developers are the owners and developers of unrecorded parcels in the development known as The Villages at Saratoga Springs in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Developers, or their predecessors in interest, entered into a Master Development Agreement ("Original MDA") dated March 26, 2002, and recorded November 13, 2002, as Entry No. 136187:2002 with the Utah County Recorder's Office, which agreement governed the development of the Property until the agreement's expiration, May 12, 2012; and

WHEREAS, the original MDA was accompanied by a Master Development Plan ("Original Master Development Plan") per City ordinances; and

WHEREAS, the original MDA has been extended several times by the Developers and City for the sole purpose of allowing the parties to enter into this Agreement with the condition that development of the Property would be governed by this Agreement; and

WHEREAS, the original MDA provided that all development rights expired once the Original MDA expired unless the owners had received final approval of any subdivisions and site plans and had recorded such prior to the expiration of the Original MDA; and

WHEREAS, the Developers have not received final approval of any subdivisions or site plans for the Property and have not recorded prior to May 12, 2012; thus, Developers' property rights would have expired; and

WHEREAS, the Property is currently zoned R-3, PUD Overlay, and Commercial, which zones were granted per the Original MDA and would have reverted to the prior zone of R-3 at the expiration of the Original MDA; and

WHEREAS, Developers wish to enter into this Agreement to ensure that the Property remains in the PUD Overlay Zone and Commercial zones. Also, the Developer of Neighborhood 7, will be allowed to develop under the Business Park (BP) zone during the term of this

Agreement as provided herein. The PUD Overlay zone, among other things, allows an increased density of up to 1 unit per acre and the clustering of density. Developers' requests to retain the current zoning designations and to allow for the development of Neighborhood 7 in the BP zone shall hereinafter be referred to as the "Zoning Request"; and

WHEREAS, the City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council; and

WHEREAS, to assist the City in its review of the Zoning Request and to assure development of the Property in accordance with Developers' representations to City, Developers and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developers may develop the Property; and

WHEREAS, this Agreement shall supersede and replace the Original MDA and the Original Master Development Plan; and

WHEREAS, on March 28, 2013, after a duly noticed public hearing, City's Planning Commission recommended approval of Developers' Zoning Request, this Agreement, and a new Master Development Plan and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit B; and

WHEREAS, on APRIL 30, 2013, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the new Master Development Plan, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the new Master Development Plan, attached as Exhibit D, identifies land uses, number of units Developer may be able to build, major roads, and power line corridors; and

WHEREAS, to allow development of the Property for the benefit of Developers, to ensure that the development of the Property will conform to applicable ordinances, regulations, and standards, Developers and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its authority under Utah Code § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its authority, has determined

that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developers agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 29 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developers and City.

3. Zone Classification and Permitted Uses. Subject to the terms of this Agreement, the zoning classification on the Property shall be the R-3 zone, with a PUD Overlay Zone ("PUD R-3") and Commercial. In Neighborhood 4, two Commercial areas (one Commercial area is 10.05 acres and another is 9.95 acres) are depicted in the attached Exhibit D-1. Seventy-five percent of the Commercial acreage within Neighborhood 4 shall be classified as Neighborhood Commercial (NC) and the remaining 25 % of the Commercial acreage shall be classified as Regional Commercial (RC) with the permitted and conditional uses identified in the Land Development Code and shall also include Convenience Store as a permitted use and Convenience Store/Fast Food Combination and Automobile Service Station as conditional uses. The locations for the NC and RC areas in Neighborhood 4 will be determined at the time of site plan or subdivision plat approval but shall be in the vicinity of the Neighborhood 4 area as depicted on Exhibit D-1. In addition, Neighborhood 7 shall also be approved for the Business Park ("BP) zone as an alternative to PUD R-3. Should the Developer of Neighborhood 7 wish to develop in the BP zone, the Developer shall notify the City in writing of its intent and allow a reasonable amount of time for City to amend its Zoning Map.

Land uses in these zoning designations shall be governed by Title 19 of the City Code in

effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive. Except as otherwise provided herein, the City shall not change the zoning designation (PUD R-3, Commercial, or BP (if requested by Neighborhood 7 Developer)) on the Property until this Agreement is no longer in effect, nor shall the City amend its Land Development Code to prohibit any of the land uses as identified in the Master Development Plan. In the event of a conflict between the R-3 zone and PUD Overlay zone requirements of Title 19, the PUD Overlay zone requirements shall take precedence.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Property except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developers shall comply with the requirements of this Agreement, Title 19 of the City Code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developers shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map), Chapter 19.07 (PUD), the City's engineering standards and specifications, and the project plan approval processes therein. In the event of a conflict between the R-3 zone and PUD Overlay zone requirements of Title 19, the PUD Overlay zone requirements shall take precedence.

5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developers' vested rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developers' vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

6. Rights and Obligations under Second Master Development Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developers shall have the vested right under this Agreement to develop under the PUD Overlay, R-3, Commercial, and BP zones if the requirements of those zones are met. Developers shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developers' vested right of development of the Property pursuant to this Agreement and the R-3, PUD Overlay, Commercial, and BP zones is expressly subject to and based upon

strict compliance and performance by Developers of all of the terms, conditions, and obligations of Developers under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the Exhibits attached to this Agreement.

7. Installation of Improvements Prior to Building Permits.

a. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developers shall be required to enter into a warranty bond agreement on a form provided by the City.

b. Despite section 7.a., the City may allow building permits to be issued before improvements are installed if a performance bond is posted accompanied by a bond agreement on a form provided by the City for improvements identified in Exhibit L only when, in the opinion of the City Engineer, delaying those improvements will not cause public safety or utility services problems for the homes being issued permits. A bond provided as a guarantee for improvements shall be in the form of a Letter of Credit, Escrow, or Cash Bond. The bond agreement, among other things, shall specify the timeframe in which the improvements must be completed.

c. Exceptions to the requirements in 7.a. and 7.b. may be made on a case-by-case basis but only in strict compliance with applicable City regulations.

8. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developers shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developers, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations.

b. Water Facilities for Development. At the time of plat recordation, Developers shall be responsible for the installation and dedication to City of all onsite and

offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developers' Property in accordance with the City regulations and this Agreement. The anticipated water improvements required for the entire Property are set out in Exhibit E to this Agreement. This exhibit is the City's best estimate at this time as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations and this Agreement.

c. City Service. City shall provide service to Developers' property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Drainage, and Roads.

a. At the time of plat recordation, Developers shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developers' Property in accordance with the City regulations and this Agreement. The anticipated improvements required for the entire Property are set forth in Exhibits F, G, and H. These exhibits are the City's best estimate at this time as to the required improvements on Developers' property and are not intended to be exhaustive lists. The required improvements for each plat shall be determined by the City Engineer (in consultation with Developers and at all times accounting for the vested densities and uses set forth herein) at the time of plat submittal and shall primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations.

b. City shall provide service to Developers' property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City regulations and the requirements of any applicable special service district.

10. Open Space Improvements.

a. Developers shall be responsible for the installation of and, in some cases, dedication to City of open space improvements (including parks) as listed in Exhibit I at the time of plat recordation. These open space improvements are the City's best estimate at this time as to the required improvements on Developers' property and are not intended to be exhaustive. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall

primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations and applicable law.

b. Exhibit I-1 outlines a methodology for determining the dollar amount and acreage amount for the open space improvement obligations of each Developer who submits an application for plat approval. The parties recognize the complexity of developing a master development plan and agreement for a large-scale project with multiple owners. Developers agree to be voluntarily bound by the methodology in Exhibit I-1 and agree that the requirements are roughly proportionate to the impact of the Project upon the public based upon an individualized determination by the City that the requirements are related in both nature and extent to the impacts of the Project.

c. Developers shall be required to install and dedicate to City all open space improvements intended to be public. City shall maintain the public open space improvements upon dedication to the City and acceptance in writing by the City so long as the improvements meet City regulations.

d. For open space improvements not dedicated to the City, Developers shall ensure that a homeowners association assumes maintenance and operation responsibilities, and Developers shall provide written documentation to City of such. If Developers are unable to immediately provide such documentation, Developers shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

e. The map attached as Exhibit I shows the location of the required open space improvements. Developers shall improve the open space improvements in an east-to-west direction. Developers shall be required to first improve the open space that is furthest east on the Property or is contiguous to existing open space and proceed in a westerly direction, unless a Developer owns property where required open space is located. The City shall have sole discretion in determining the location and timing of development of open space.

f. City recognizes that Neighborhood 11 has paid Seven Hundred Five Thousand Dollars ($705,000.00) for a Payment-In-Lieu of Open Space in satisfaction of all open space improvement requirements for Neighborhood 11. The Developer of Neighborhood 11 or its assigns will not have any responsibility for open space improvements either as identified in Exhibits "I" and "N" of this Agreement or otherwise.

11. Easement Agreement. The document entitled "Grant of Easements to City of Saratoga Springs" ("Easement Agreement"), attached hereto as Exhibit K and incorporated herein by this reference, shall be recorded against the Property before or concurrent with the recording of this Agreement. The Easement Agreement is intended to provide a mechanism where—in the event a Developer cannot meet its requirements to install

improvements on that Developer's own property—a Developer may develop property or install improvements offsite on another Developer's property. In such a case, the Developer who is required to install open space improvements will be required to complete the improvements, dedicate water rights, pay any SID and water fees, and dedicate the land. The Easement Agreement is also intended to provide the option, but not the obligation, to the City to install improvements should a Developer fail to fulfill its obligations herein. Developers agree to be bound by the Easement Agreement and to cooperate in allowing other Developers or City to install improvements pursuant to said Agreement. Developers shall not use any of the property identified in the Easement Agreement for any purpose that would impair another Developer's ability to install the required improvements or would otherwise conflict with the Easement Agreement. Further, Developers agree to cooperate in ensuring that water and SID fees are paid and that land is dedicated to either the City or Homeowners Association.

12. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developers shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developers shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developers shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

13. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developers shall be required to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements, which shall occur concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies.

14. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developers shall be determined at the time of plat recordation in accordance with City regulations.

15. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and is owned by multiple Developers. As a result, there is a direct connection between: (a) the development of an individual Developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As specified in this Agreement and Exhibit L, and as determined by the City at time of plat submittal, Developers may be responsible for the upsizing of improvements to service more than an individual Developer's land within the

Property. In such a case, Developers shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single Developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a Developer is unsuccessful at securing other Developers' cooperation after reasonable efforts, the Developer shall be eligible for a reimbursement or payback agreement with the City in accordance with City regulations and as approved by the City in writing.

16. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developers pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developers shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developers shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developers shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

17. Sewer Fees. Timpanogos Special Service District ("TSSD") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee. Developers acknowledge and agree that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the City providing sewer service to the lots, residences, or other development covered by this Agreement.

18. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

19. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Zoning Request and Developers are ready to proceed with preliminary plat or site plan submittal and approval, Developers shall submit preliminary or site plan applications for all or a portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section 19 as "Plans") for the portion of the Property being developed.

a. In particular, such Plans shall meet the following requirements:

i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project will be of high quality design (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;

ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;

iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat and site plan approval process as set forth in the adopted staff reports and official written minutes;

iv. comply with all City codes, ordinances, regulations, and standards; and

v. Comply with the Design Guidelines as outlined in Exhibit M.

b. Developers shall:

i. comply with the conditions of approval of this Agreement, Master Development Plan, and the Zoning Request as set forth in Exhibits A through N;

ii. comply with all City codes, ordinances, regulations, specifications, and standards;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the project will be a high quality development that will be designed in a manner to minimize adverse impacts to the neighborhood and conforms with City regulations and, in particular, conforms to the design guidelines set forth in Exhibit M and any condition in Exhibits A through N attached to this Agreement. Developers shall be required to proceed through the preliminary plat, final plat, and site plan approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developers shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and

conditions of this Agreement and all City regulations.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developers may proceed by constructing the project all at one time or in phases as allowed in City regulations.

f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developers may request approval of material modifications to the Plans from time to time as Developers may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

20. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developers shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developers may be required to record restrictions on certain lots as specified by such regulations.

21. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-3, PUD Overlay, Commercial, and BP zones, the City's Land Development Code, and City codes, ordinances, regulations, and standards.

22. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been

recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developers have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developers in accordance with section 24 below, the zoning for the Property (or portion thereof owned by a breaching Developer in the event of an uncured breach by one Developer) shall automatically revert to the R-3 zone with no PUD Overlay zone for such portions of the Property that have not received final approval and have not been recorded. One or more Developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

23. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 23.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

24. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions Developers or City, as applicable, shall be in default ("Default") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;

ii. a determination by City made upon the basis of substantial evidence that Developers have not complied in good faith with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, either by City or Developers that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 24.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in subsections 24.a. and 24.b. above, City may declare Developers to be in breach of this Agreement and City, until the breach has been cured by Developers, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-3 with no PUD Overlay. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

25. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of have access to the Property and all development pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

26. Development and Reimbursement Agreement with SCP Fox Hollow. This Agreement shall not affect the validity of the Development and Reimbursement Agreement with SCP Fox Hollow, LLC (SCP Agreement), recorded on November 28, 2012, as Entry No. 103984:2012 with the Utah County Recorder. The SCP Agreement pertains to the installation of certain improvements covered by this Agreement by SCP Fox Hollow, LLC, which is a party to this Agreement, and reimbursement of the expenses of installation. This Agreement and the SCP Agreement, with respect to the obligations of SCP Fox Hollow, LLC, shall be interpreted as a comprehensive whole. In the event of a conflict between a provision in this Agreement and the SCP Agreement, the SCP Agreement provision shall take precedence.

27. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

28. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit "B" Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

c. Exhibit "C" City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

d. Exhibit "D" Unit Summary, Master Development Plan, and Existing Improvements

e. Exhibit "E" Water Improvements

f. Exhibit "F" Sewer Improvements

g. Exhibit "G" Storm Drain Improvements

h. Exhibit "H" Roadway Improvements

i. Exhibit "I" Parks and Open Space Improvements

j. Exhibit "J" Recorded Covenants, Conditions, and Restrictions

k. Exhibit "K" Master Easement Agreement & Easement Descriptions

l. Exhibit "L" Neighborhood Development Requirements

m. Exhibit "M" Design Guidelines Addendum & Approved Design Guidelines

n. Exhibit "N" Subdivision Punch List Items

29. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developers' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or

is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developers violate the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developers have used their reasonable best efforts to cure such violation within such thirty days and is continuing to use their reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developers. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in Exhibits A through N hereof unless this Agreement or Exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party

utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer(s):

SCP Fox Hollow, LLC
500 N. Market Place Dr. Ste 250
Centerville, UT 84014

Cardinal Land Holdings IV, LLC
1879 Longview Dr.
Salt Lake City, UT 84124

Hanahou, LLC
153 W. Sweetbriar Lane
Saratoga Springs, UT

Mountain Spa Investors, LLC
3850 E. Baseline Rd., Suite 114
Mesa, AZ 85206

La Familia VSS, LLC
1757 E. Baseline Rd., Suite 110
Gilbert, AZ 85233

Pronova Holdings 4, LLC
Pronova Holdings 5, LLC
C/O 1022W 2200N
Pleasant Grove, UT 84062

American First Credit Union
4646 S 1500 W Suite 140
Riverdale, UT 84405

OBM Scott, LTD
P.O. Box 971810
Orem, UT 84097-1810

Utah Pacific Holdings, LLC
1513 N. Technology Way #2100
Orem, UT 84097

To the City:

City Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developers agree to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developers or their contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

o. Relationship of Parties. The contractual relationship between City and Developers arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement

of the terms and conditions of this Agreement shall be reserved to City and Developers; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developers shall have the full power and exclusive control of the Property subject to the obligations of Developers set forth in this Agreement. The Developers further agree that they are each separate entities, are not joint developers or joint venturers, and that they have individual and separate rights under this Agreement which may be enforced by any one of the Developers without the requirement to obtain the consent or agreement of the remaining Developers.

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developers have complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developers have failed to comply with the terms hereof, City may declare Developers (or any one of them) to be in Default as provided in section 24 herein. City's failure to review at least annually Developers' compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developers or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

r. Title and Authority. Developers expressly warrant and represent to City that Developers (i) own all rights, title, and interest in and to the Property, or (ii) have the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developers. Developers further warrant and represent that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developers warrant that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developers. Developers understand that City is relying on these representations and warranties in executing this Agreement.

s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

t. The parties recognize the complexity of developing a master development plan and agreement for a large-scale project with multiple owners. Developers agree

to be voluntarily bound by the requirements herein and agree that the requirements are roughly proportionate to the impact of the Project upon the public based upon an individualized determination by the City that the requirements are related in both nature and extent to the impacts of the Project.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City Recorder

City of Saratoga Springs, a political subdivision of the State of Utah

By: _____
Mayor

City Of SARATOGA SPRINGS CORPORATE SEAL 1899 STATE OF UTAH

DEVELOPERS:

SCP FOX HOLLOW, LLC

By: _____

Its: _____

State of Utah
County of Davis

The foregoing instrument was acknowledged before me this 21 day of May 2013 by Chad Bessinger of SCP Fox Hollow, LLC.

Notary Public

Notary Public
KATIE M SALES
Commission Number 607381
My Commission Expires
March 25, 2015
State Of Utah

CARDINAL LAND HOLDINGS IV, LLC

By: _____

Its: Manager

State of Utah
County of Salt Lake

The foregoing instrument was acknowledged before me this 16th day of May 2013 by Ed Bailey of Cardinal Land Holdings IV, LLC

_____
Notary Public

Notary Public
DEANNA LINGMANN
Commission #662617
My Commission Expires
March 7, 2017
State of Utah

HANAHOU, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

CARDINAL LAND HOLDINGS IV, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

HANAHOU, LLC

By: Scott McCord

Its: Manager

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 16th day of May 2013 by Scott McCord of Hanahou, LLC.

Victoria Keetch
Notary Public

VICTORIA KEETCH
Notary Public
State of Utah
Comm. No. 654241
My Comm. Expires May 4, 2016

MOUNTAIN SPA INVESTORS, LLC

By: _____

Its: Manager

State of ~~Utah~~ AZ
County of Maricopa

The foregoing instrument was acknowledged before me this 23rd day of May 2013 by Tyler E. LeSueur of Mountain Spa Investors

Cari Brimhall
Notary Public

CARI BRIMHALL
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
July 3, 2016

LA FAMILIA VSS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

MOUNTAIN SPA INVESTORS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

LA FAMILIA VSS, LLC

By: _____

Its: Manager

State of ~~Utah~~ Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this 20th day of May 2013 by Jeffrey M. Anderson of La Familia VSS, LLC

Kristen Millett
Notary Public

OFFICIAL SEAL
KRISTEN MILLETT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 14, 2017

PRONOVA HOLDINGS 4, LLC

By: _____

Its: Manager

State of Utah
County of UT

The foregoing instrument was acknowledged before me this 31 day of May 2013 by Curtis H. Wolthuis of Pronova Holdings 4 LLC

_____
Notary Public

KATHY H. IVINS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 600832
COMM. EXP. 09-09-2014

PRONOVA HOLDINGS 5, LLC

By: _____

Its: Manager

State of Utah
County of UT

The foregoing instrument was acknowledged before me this 31 day of May 2013 by Curtis H. Wolthuis of Pronova Holdings 5 LLC

_____
Notary Public

KATHY H. IVINS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 600832
COMM. EXP. 09-09-2014

AMERICA FIRST CREDIT UNION

By: Shari Cheney

Its: Manager

State of Utah
County of Weber

The foregoing instrument was acknowledged before me this 22 day of May 2013 by Shari Cheney of America First Credit Union

Robin A. Bruner
Notary Public

ROBIN A. BRUNER
Notary Public • State of Utah
Commission # 659501
My Commission Expires
October 30, 2016

OBM SCOTT, LTD

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

AMERICA FIRST CREDIT UNION

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

OBM SCOTT, LTD
BY: OBM, LLC
ITS: MANAGER
By: Sandra I. Spencer

Its: OBM, LLC Co-Manager

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 17 day of May 2013 by Sandra I. Spencer of OBM LLC.

Elizabeth J. Sim
Notary Public

ELIZABETH J. SIMISTER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 612253
COMM. EXP. 09-12-2015

UTAH PACIFIC LAND HOLDINGS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

Exhibit Summary

a. Exhibit "A"	Property Ownership Map, Vicinity Map, and Legal Descriptions
b. Exhibit "B"	Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
c. Exhibit "C"	City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
d. Exhibit "D"	Unit Summary, Master Development Plan, and Existing Improvements
e. Exhibit "E"	Water Improvements
f. Exhibit "F"	Sewer Improvements
g. Exhibit "G"	Storm Drain Improvements
h. Exhibit "H"	Roadway Improvements
i. Exhibit "I"	Parks and Open Space Improvements
j. Exhibit "J"	Recorded Covenants, Conditions, and Restrictions
k. Exhibit "K"	Master Easement Agreement & Easement Descriptions
l. Exhibit "L"	Neighborhood Development Requirements
m. Exhibit "M"	Design Guidelines Addendum & Approved Design Guidelines
n. Exhibit "N"	Subdivision Punch List Items

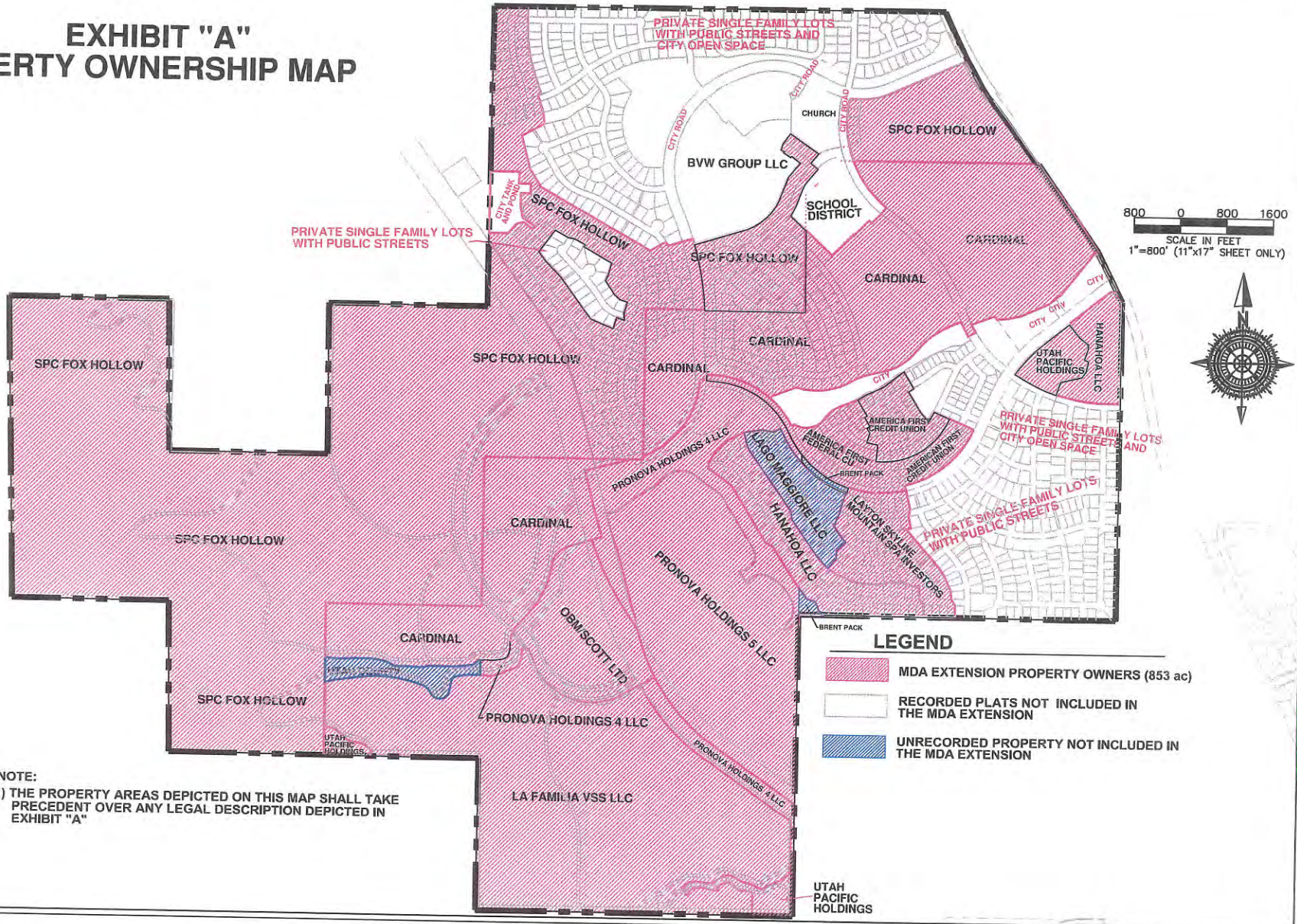
EXHIBIT "A"

Exhibit "A"- **Property Ownership Map**

Exhibit "A-1"- **Vicinity Map**

Exhibit "A-2"- **Property Ownership Legal Descriptions**

EXHIBIT "A"
PROPERTY OWNERSHIP MAP



NOTE:
1) THE PROPERTY AREAS DEPICTED ON THIS MAP SHALL TAKE PRECEDENT OVER ANY LEGAL DESCRIPTION DEPICTED IN EXHIBIT "A"

GATEWAY CONSULTING, inc.
P.O. BOX 951603 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

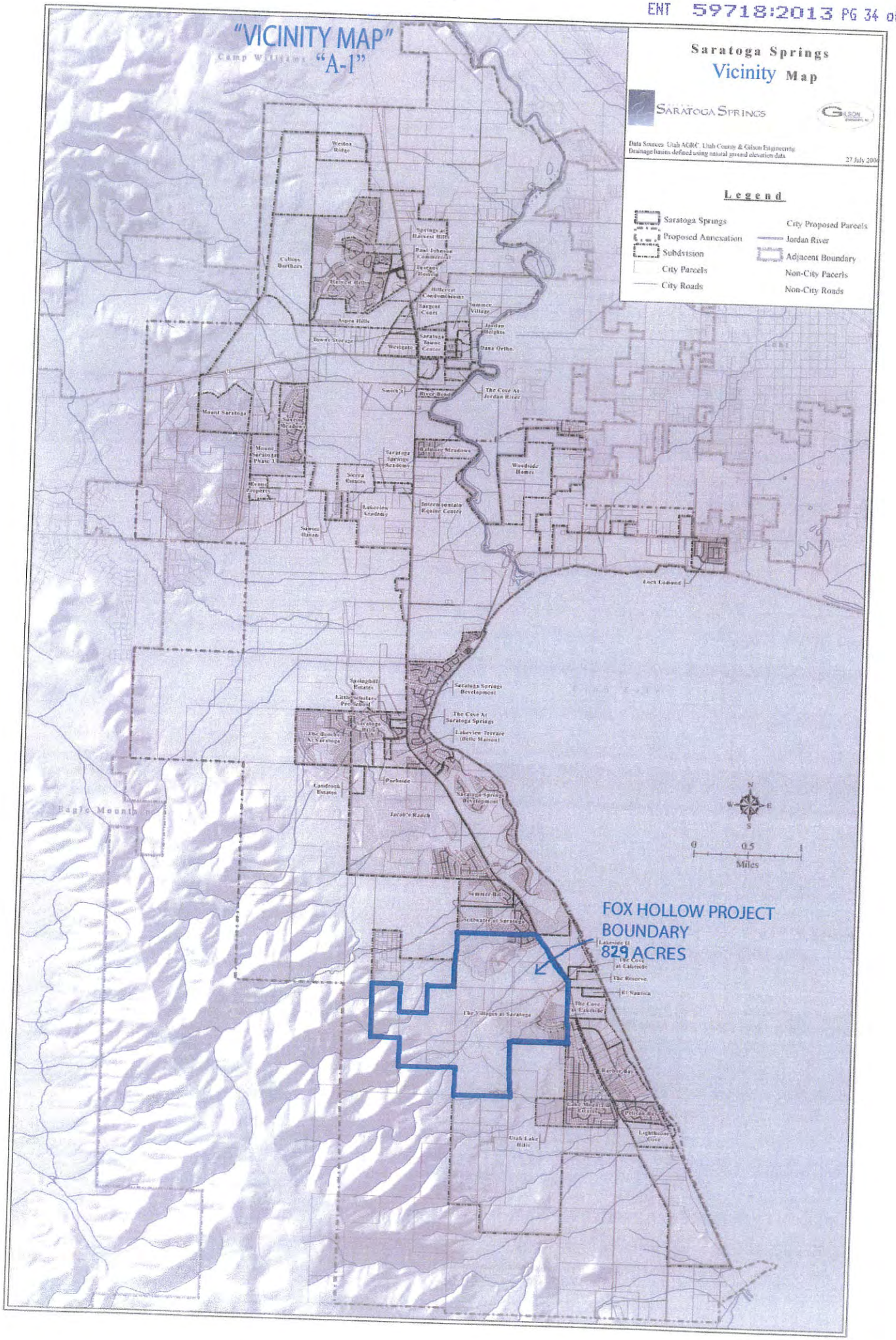
VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING

FOX HOLLOW MDA
APPLICANT SUMMARY

4-3-13 | 2008.01 | PROPERTY OWNERSHIP
PLOT DATE | PROJECT NUMBER | DRAWING FILE

UTAH
COUNTY

SHEET NO. A


"VICINITY MAP"
"A-1"
Saratoga Springs
Vicinity Map
SARATOGA SPRINGS
Data Sources: Utah AGRC, Utah County & Gilson Engineering
Drainage basins defined using natural ground elevation data
27 July 2006
Legend
Saratoga Springs
Proposed Annexation
Subdivision
City Parcels
City Roads
City Proposed Parcels
Jordan River
Adjacent Boundary
Non-City Pacerls
Non-City Roads
Camp Williams
Weston Ridge
Collins Northern
Springs at Harvest Hills
Paul Johnson Commercial
Tuscany Homes
Harvest Hills
Hillcrest Condominiums
Sargent Court
Summer Village
Aspen Hills
Jordan Heights
Towns Storage
Saratoga Towne Center
Westgate
Dana Orthn.
Smith's
River Bend
The Cove At Jordan River
Mount Saratoga
Saratoga Springs Academy
Mount Saratoga Phase 3
Sierra Estates
Woodside Homes
Evans Property
Lakeview Academy
Intermountain Equine Center
Sunset Haven
Lock Lomond
Springhill Estates
Little Scholars Pre-School
Saratoga Springs Development
The Cove At Saratoga Springs
Lakeview Terrace (Belle Maison)
The Beach At Saratoga
Saratoga Hills
Landrock Estates
Parkside
Saratoga Springs Development
Jacob's Ranch
Eagle Mountain
Summer Hill
Stillwater at Saratoga
FOX HOLLOW PROJECT
BOUNDARY
829 ACRES
Lakeside II
The Cove at Lakeside
The Reserve
El Nautica
The Cove at Lakeside
The Villages at Saratoga
Harbor Bay
Lake Mountain Estates
Pelican Bay
Lighthouse Cove
Utah Lake Hills
N
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Miles

Exhibit "A-2"

Property Ownership Legal Descriptions

- **SCP Fox Hollow, LLC**
- **Cardinal Land Holdings IV, LLC**
- **Hanahou, LLC**
- **Mountain Spa Investors, LLC**
- **La Familia VSS, LLC**
- **Pronova Holdings 5, LLC**
- **Pronova Holdings 4, LLC**
- **America First Credit Union**
- **OBM Scott, LTD**
- **Utah Pacific Holdings, LLC**

SCP FOX HOLLOW, LLC

DESCRIPTION OF REAL PROPERTY

The Real Property that is the subject hereof, is located in the State of Utah, County of Utah and is more particularly described as follows:

Parcel One:

Beginning at the West Quarter corner of Section 12, Township 6 South, Range 1 West, Salt lake Base and Meridian; thence North 89°42'52" East along Quarter Section line 3910.47 feet to the Easterly boundary of the Village of Fox Hollow, Plat 1; thence the following three courses and distances along said Easterly boundary: 1) South 23°52'14" East 209.27 feet; 2) along the arc of a 2897.79 foot radius curve to the left, 276.57 feet through a central angle of 05°28'06" (chord bears South 26°29'14" East 276.47 feet); and 3) South 65°39'53" West 3.56 feet to the Westerly right of way of redwood road; thence the following three courses and distances along said Westerly right of way: 1) along the arc of a 2897.79 foot radius curve to the left 400.10 feet through a central angle of 07°54'39" (chord bears South 31°07'54" East for 399.78 feet); 2) South 37°07'44" East 254.89 feet; and 3) South 35°05'14" East 434.06 feet; thence north 89°57'46" West 1727.21 feet; thence South 41°05'44" West 412.10 feet to Quarter Section line; thence South 00°34'37" East along Quarter Section line 1006.90 feet to the South Quarter corner said Section 12; thence North 89°46'43" West along the Section line 1375.31 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 13, Township 6 South, Range 1 West; thence South 00°13'35" West 1311.94 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 13; thence North 89°45'00" West 1374.37 feet to the Northeast corner of the South half of the Northeast Quarter of Section 14, Township 6 South, Range 1 West; thence South 00°11'07" West along Section line 1311.26 feet to the East Quarter corner of said Section 14; thence North 89°40'29" West along Quarter Section line 1347.98 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 14; thence South 00°20'25" East 1314.61 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 14; thence North 89°40'19" West 1334.69 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 14; thence North 00°55'09" West along Quarter line 1314.787 feet to the Southeast corner of the East half of the Northwest Quarter of said Section 14; thence North 89°40'29" West along Quarter Section line 1347.81 feet to the Southwest corner of the East half of the Northwest Quarter of said Section 14; thence North 01°27'21" West 2618.47 feet to the Northwest corner of the East half of the Northwest Quarter of said Section 14; thence South 89°47'40" East along Section line 1372.29 feet to the North Quarter corner of said Section 14; thence South 00°55'09" East along Quarter Section line 1310.34 feet to the Northwest corner of the South half of the Northeast Quarter of said Section 14; thence South 89°42'01" East 1360.60 feet to the Southwest corner of the Northeast Quarter of the Northwest corner of the Northeast Quarter of Section 14; thence North 00°22'00" West 1310.74 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 14; thence South 89°43'32" East along Section line 1373.23 feet to the Southwest corner of said Section 12; thence North 00°17'21" East along

Section 2635.06 feet to the point of beginning.

Less and excepting any and all lands located within the Village of Fox Hollow Plats 1, 2, 3, 4, 5, and 6; and The Village of Fox Hollow Plat Neighborhood 2 phase 2 thru phase 4.

Also Less and excepting Lots 3101 thru 3116, 3128 and 3130 of The Village of Fox Hollow Plat, Neighborhood "3-A".

Also Less and excepting Lots 6165, 6168 thru 6171, 6176, 6181 thru 6186, Parcel B, and public road, of the Village of Fox Hollow Neighborhood 6, Phase 3, Subdivision.

Also less and excepting any portion within the following described parcel of land:

The South half of the Southeast 1/4 of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian. Less and excepting that portion that lies Easterly of the Western right of way line of state highway 68; and less and excepting that portion on the Northeasterly corner of this parcel that is included within the legal description of the parcel of land for tax id no. 59-012-0010 which legal description is described as follows: beginning at the West Quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°50'38" East 2,710.59 feet along the Quarter Section line to the center of said Section; thence North 89°50'38" East 1,199.88 feet along the Quarter Section line; thence South 23°51'28" East 84.23 feet; thence South 9°02'49" West 90.95 feet; thence South 55°41'49" West 171.89 feet; thence on a 16.50 foot radius curve to the left 38.60 feet, having a central angle of 134°01'46" and whose long chord bears South 11°18'11" East 30.38 feet; thence South 78°18'11" East 282.80 feet; thence on a 2,897.79 foot radius curve to the left 104.55 feet, having a central angle of 2°04'02" and whose long chord bears South 28°16'01" East 104.54 feet; thence South 65°58'00" West 748.59 feet; thence on a 640.00 foot radius curve to the right 60.31 feet, having a central angle of 5°23'58" and whose long chord bears South 68°39'59" West 60.29 feet; thence South 11°28'54" West 185.01 feet; thence South 41°06'30" West 918.29 feet; thence North 48°53'30" West 263.28 feet; thence North 55°55'52" West 79.81 feet; thence South 34°45'07" West 41.74 feet; thence North 56°03'37" West 56.00 feet; thence on a 15.00 foot radius curve to the left 22.78 feet, having a central angle of 87°01'17" and whose long chord bears North 9°34'16" West 20.65 feet; thence on a 322.00 foot radius curve to the left 196.34 feet, having a central angle of 34°56'11" and whose long chord bears North 72°13'47" West 193.31 feet; thence North 89°41'53" West 505.51 feet; thence on a 928.00 foot radius curve to the right 119.14 feet, having a central angle of 7°21'20" and whose long chord bears North 86°01'13" West 119.05 feet; thence North 82°20'33" West 126.60 feet; thence on a 15.00 foot radius curve to the left 24.01 feet, having a central angle of 91°42'19" and whose long chord bears South 51°48'18" West 21.53 feet; thence on a 1,460.00 foot radius curve to left 81.65 feet, having a central angle of 3°12'15" and whose long chord bears South 4°21'01" West 81.64 feet; thence South 2°44'53" West 595.30 feet; thence on a 1,640.00 foot radius curve to the right 213.60 feet, 628.00 foot radius curve to the right 162.08 feet; having a central angle of 14°47'15" and whose long chord bears 70°09'33" West 161.63 feet; thence North 62°45'55" West 88.50 feet; thence on a 228.00 foot radius curve to the right 250.97 feet, having a central angle of 63°04'02" and whose long chord bears North 31°13'54" West 238.49 feet; thence North 0°18'07" East 148.09 feet; thence

on a 228.00 foot radius curve to the right 80.89 feet, having a central angle of 20°19'35" and whose long chord bears North 10°27'54" East 80.46 feet; thence on a 15.00 foot radius curve to the left 20.89 feet, having a central angle of 79°48'27" and whose long chord bears North 19°16'32" West 19.25 feet; thence North 59°10'45" West 209.91 feet; thence on a 15.00 foot radius curve to the left 28.03 feet, having a central angle of 107°04'48" and whose long chord bears South 67°16'51" West 24.31 feet; thence North 59°12'40" West 59.22 feet; thence on a 15.65 foot radius curve to the left 28.18 feet, having a central angle of 103°08'05" and whose long chord bears North 6°45'11" West 24.53 feet; thence North 59°10'45" West 196.10 feet; thence North 59°09'47" West 88.24 feet; thence on a 272.00 foot radius curve to the left 124.81 feet, having a central angle of 26°17'27" and whose long chord bears North 76°28'45" West 123.72 feet; thence North 89°37'29" West 96.30 feet; thence North 0°18'07" East 1,358.75 feet along the West Section line of the Southwest Quarter of Section 12 (said Section line being the basis of bearing of this description), Township 6 South, Range 1 West, Salt Lake Base and Meridian to the point of beginning.

Also Less and excepting Lot 2101, Village of Fox Hollow LDS Church Site Neighborhood 2 Phase 1 Final Plat, Saratoga City, Utah County, Utah according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah.

Parcel Two:

Lots 411, 413 and 418 Plat "4", The Village of Fox Hollow Subdivision, as on record in the Office of the Utah County Recorder, State of Utah.

Lots 504, 508, 510, 511, 512 and 513 Plat "5", The Village of Fox Hollow Subdivision, as on record in the Office of the Utah County Recorder, State of Utah.

Lots 606 thru 618, 620 and 622 of Plat "6", The Village of Fox Hollow Subdivision, as on record in the Office of the Utah County Recorder, State of Utah.

Lots 6164, 6166, 6167, 6172 thru 6175, 6177, 6178, 6179, and 6180 of The Village of Fox Hollow Neighborhood 6, Phase 3, Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's office.

Parcel Nos.:

59-014-0005, 59-014-0007, 59-014-0018, 59-014-0011, 59-014-0015, 59-014-0016, 59-014-0017, 59-012-0074, 59-012-0090, 59-012-0091, 59-012-0093, 54-245-0064, 54-245-0066, 54-245-0067, 54-245-0072, 54-245-0071, 54-245-0074, 54-245-0075, 54-245-0077, 54-245-0078, 54-245-0079, 54-245-0080, 59-012-0089, 59-012-0080, 59-012-00 81, 59-012-0082, 59-012-0083, 59-012-0085, 59-013-0037, 59-013-0035, 59-013-0036, 54-245-0087, 54-236-0042, 54-236-0043, 54-236-0044, 54-236-0045, 54-236-0046, 54-236-0047, 54-236-0048, 54-236-0058, 54-236-0059, 54-236-0060, 54-236-0061, 54-236-0062, 54-225-0411, 54-225-0413, 54-225-0418, 54-226-0503, 54-226-0504, 54-226-0508, 54-226-0510, 54-226-0511, 54-226-0512, 54-226-0513, 54-227-0604, 54-227-0606, 54-227-0607, 54-227-0608, 54-227-0609, 54-227-0610, 54-227-0611, 54-227-0612, 54-227-0613, 54-227-0614, 54-227-0615, 54-227-0616, 54-227-0617, 54-227-0618, 54-227-0620, 54-227-0622.

CARDINAL LAND HOLDING IV, LLC

DESCRIPTION OF REAL PROPERTY

Deed Descriptions:

Tax Parcel 59-012-0087

Commencing South 466.51 feet and West 501.74 feet from the North Quarter Corner of Section 13 Township 6 South, Range 1 West, Salt Lake Base & Meridian; North 74°16'23" East 342.35 feet; North 14°06'39" West 65.80 feet; North 20°11'28" West 75.00 feet; north 25°29'34" West 75.00 feet; North 30°47'40" West 75.00 feet; North 36°05'47" West 75.00 feet; North 39°27'14" West 20.00 feet; North 42°48'41" West 44.67 feet; South 89°46'35" East 320.59 feet; South 31°26'13" East 52.88 feet; South 25°59'43" East 93.79 feet; South 20°57'23" East 93.79 feet; South 15°25'02" East 93.76 feet; South 14°12'39" East 119.82 feet; South 02°33'13" East 99.56 feet; along a curve to the right (Chord Bears North 84°20'38" West 80.70 feet, radius equals 444.00 feet); North 79°07'48" West 15.58 feet; South 10°52'12" West 56.00 feet; South 12°39'17" West 101.66 feet; North 75°18'41" West 45.52 feet; South 69°11'47" West 219.60 feet; South 40°33'42" West 26.90 feet; along a curve to the left (Chord Bears North 60°24'28" West 301.74 feet, radius equals 793.00 feet); North 18°38'01" East 145.10 feet to the point of beginning.

Deed Descriptions: (park, high density, commercial, and neighborhood 5)
Tax Parcel 59-012-0104

Commencing South 0.03 feet and East 0.07 feet from the North Quarter Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base & Meridian; North 00°34'24" West 1026.08 feet; South 40°54'11" East 12.66 feet; South 38°24'52" West 1.06 feet; South 40°53'30" East 5.31 feet; North 41°05'35" East 415.94 feet; South 89°57'55" East 1729.55 feet; South 35°20'34" East 685.04 feet; along the curve to the right (chord bears South 32°33'08" East 242.72 feet radius equals 3241.04 feet); South 59°35'37" W 34.83 feet; South 37°45'20" West 457.17 feet; South 51°09'11" West 137.80 feet; South 65°49'32" West 260.93 feet; South 77°49'10" West 110.82 feet; South 83°55'01" West 97.75 feet; North 36°11'50" West 37.60 feet; South 69°15'52" West 211.48 feet; South 20°35'20" East 76.40 feet; South 59°06'48" W 73.92 feet; North 26°55'41" W 142.92 feet; South 66°53'06" West 98.22 feet; along a curve to the left (chord bears South 53°15'12" West 338.66 feet, radius equals 750.00 feet); South 40°47'18" West 55.58 feet; along the curve to the right (chord bears South 50°33'44" West 305.26 feet, radius equals 500.00 feet); South 76°20'11" West 136.88 feet; along the curve to the left (chord bears South 68°17'31" West 167.93 feet, radius equals 600.00 feet); along a curve to the right (chord bears South 77°49'24" West 362.30 feet, radius equals 600.00 feet); North 84°36'18" West 56.60 feet; North 75°18'41" West 19.58 feet; North 12°39'17" East 101.66 feet North 10°52'12" East 56.00 feet; South 79°07'48" East 15.58 feet; along a curve to the left (chord bears South 84°20'38" East 80.70 feet, radius equals 444.00 feet); North 02°33'13" West 99.56 feet; North 14°12'39" West 119.82 feet; North 15°25'02" West 93.76 feet; North 20°57'23" West 93.79 feet; North 25°59'43" West 93.79 feet; North 31°26'13"West 52.88 feet; South 89°46'35" East 51.56 feet to the point of beginning

Less and excepting (new school site cardinal to Alpine 59-012-0109)

A parcel of land in the South ½ of Section 12, Township 6 South, Range 1 West, SLB&M

Beginning at a point that is N 00°17'21" E 720.65 feet along the Section line and S 89°42'39" E 2739.76 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence more or less along a common boundary line with parcels 59-012-0084,59-012-0089, 59-012-0081, and 59-012-0039 the more or less the following 6 calls, thence 1) N 00°34'37" W 308.67 feet, thence 2) S 48°54'11" E 12.84 feet, thence 3) S 38°24'52" W 1.06 feet, thence 4) S 48°53'30" E 5.31 feet, thence 5) N 41°05'35" E 415.94 feet, thence 6) S 89°57'55" E 124.72 feet to a point on a 963.00' radius curve to the left, thence along arc of said curve 508.55 feet through a delta of 30°15'26" (chord bears S 35°51'51" E 502.66 feet), thence S 39°00'26" W 74.00 feet, thence S 44°36'38" W 111.95 feet, thence N 45°23'22" W 29.91 feet, thence S 44°36'38" W 185.15 feet, thence N 45°23'22" W 9.00 feet, thence S 44°36'38" W 258.46 feet, thence N 46°46'47" W 326.71 feet to the point of beginning.

Deed Descriptions: (Parcel above Foothill Blvd)

Tax Parcel 59-013-0024

Commencing South 00°11'15" West 1311.26 feet from the Northwest Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base & Meridian; South 89°44'52" East 1274.32 feet; South 75°32'54" West 413.5 feet; South 14°27'5" East 424.41 feet; along a curve to the left (Chord Bears South 16°25'41" East 172.45 feet, radius equals 2500.00 feet); South 72°44'28" West 295.84 feet; along a curve to the left (Chord Bears South 48°37'44" West 183.84 feet, radius equals 225.00 feet); South 08°35'55" West 50.29 feet; along a curve to the right (Chord Bears South 25°42'07" West 472.61 feet, radius equals 803.50 feet); South 42°48'19" West 206.17 feet; South 47°11'42" East 30.92 feet; South 42°48'19" West 19.00 feet; along a curve to the left (Chord Bears South 16°58'45" West 46.41 feet, radius equals 85.77 feet); South 01°17'01" West 61.62 feet; along a curve to the right (Chord Bears South 19°49'33" West 75.72 feet, radius equals 113.41 feet); along a curve to the right (Chord Bears South 66°19'42" West 48.57 feet, radius equals 82.45 feet); along a curve to the left (Chord Bears South 81°17'25" West 34.70 feet, radius equals 326.25 feet); along a curve to the right (Chord Bears South 81°56'51" West 49.97 feet, radius equals 506.58 feet); North 89°27'15" West 80.00 feet; along a curve to the left (Chord Bears South 73°26'17" West 59.63 feet, radius equals 83.76 feet); South 45°16'01" West 20.35 feet; along a curve to the right (Chord Bears South 61°33'38" West 47.63 feet, radius equals 65.65 feet); South 82°49'48" West 69.19 feet; South 85°38'29" West 77.28 feet; South 89°57'32" West 108.32 feet; North 88°37'31" West 75.96 feet; South 88°43'41" West 26.93 feet; along a curve to the left (Chord Bears South 82°38'10" West 17.07 feet, radius equals 111.23 feet); South 78°14'10" West 29.46 feet; along a curve to the right (Chord Bears South 86°37'49" West 64.48 feet, radius equals 228.27 feet); along a curve to the left (Chord Bears North 86°59'03" West 80.23 feet, radius equals 1325.53 feet); North 88°43'05" West 51.36 feet; South 89°13'08" West 53.00 feet; along a curve to the right (Chord Bears North 76°00'32" West 27.02 feet, radius equals 46.15 feet); North 58°59'09" West 19.01 feet; along a curve to the left (Chord Bears North 66°28'15" West 64.58 feet, radius equals 210.72 feet); along a curve to the left (Chord Bears North 82°45'56" West 175.09 feet, radius equals 672.48 feet);South 89°45'15" West 64.45 feet; along a curve to the left (Chord Bears South 87°21'54" West 107.44 feet, radius equals 5932.34 feet); along a curve to the right (Chord Bears South 87°04'01" West 6.06 feet, radius equals 785.48 feet); along a curve to the right (Chord Bears North 86°56'51" West 157.78 feet, radius equals 785.42 feet); North 00°20'18" West 465.65 feet; South 89°44'02" East 1347.96 feet; North 00°11'14" East 1311.26 feet to the point of beginning.

Deed Descriptions:
Tax Parcel 59-013-0034

Commencing South 89°46'35" East 1375.30 feet from the Northwest Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base & Meridian; South 89°46'35" East 504.87 feet; along a curve to the right (Chord Bears South 00°09'10" East 248.63 feet, radius equals 2553.50 feet); along a curve to the left (Chord Bears South 02°26'02" East 123.14 feet, radius equals 696.50 feet); South 07°30'19" East 102.36 feet; along a curve to the right (Chord Bears South 04°15'49" East 90.88 feet, radius equals 803.50 feet); South 00°30'50" West 43.04 feet; North 87°57'13" West 53.51 feet; along a curve to the right (Chord Bears South 35°34'49" West 828.64 feet, radius equals 750.00 feet); North 00°13'43" East 1280.80 feet to the point of beginning.

Together with and subject to an easement for ingress and egress over the following:
Beginning at a point located North 89°45'06" ~~East~~ WEST along the section line 1630.03 feet and South 1407.31 feet from the Northeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence South 29°09'56" East 96.50 feet; thence along the arc of a 953.50 feet radius non tangent curve to the right 1570.69 feet, (Chord bears North 71°58'27" West 1399.03 feet); thence along the arc of a 696.50 feet radius non tangent curve to the left 767.92 feet (Chord bears North 56°22'05" West 729.61 feet); thence North 87°57'13" West 71.84 feet; thence along the arc of a 803.50 feet radius non tangent curve to the right 977.23 feet (Chord bears South 40°42'23" West 918.11 feet); thence South 75°32'54" West 344.08 feet; thence South 14°27'06" East 370.91 feet; thence along the arc of a 2410.00 feet radius curve to the left 1387.21 feet, (Chord bears South 30°56'30" East 1368.14 feet); thence South 41°10'23" West 180.05 feet; thence South 59°15'27" West 371.84 feet; thence North 30°44'33" West 56.00 feet; thence North 59°15'27" East 355.63 feet; thence along the arc of a 2590.00 feet radius non tangent curve to the right 1436.90 feet (Chord bears North 30°20'43" West 1418.55 feet); thence North 14°27'06" West 467.41 feet; thence North 75°32'54" East 524.08 feet; thence along the arc of a 707.00 feet radius curve to the left 950.00 feet (Chord bears North 37°03'14" East 880.13 feet); thence South 87°57'13" East 167.87 feet; thence along the arc of a 793.00 feet radius curve to the right 874.32 feet (Chord bears South 56°22'05" East 830.70 feet); thence along the arc of a 857.00 feet radius reverse curve to the left 1411.73 feet (Chord bears South 71°58'27" East 1257.44 feet) to the point of beginning.

Deed Descriptions: (old school site – Alpine to Cardinal)
Tax Parcel 59-013-0057

A parcel of land located in the South Half of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Village Parkway, said point being 330.07 feet, North 00°17'21" East along the section line and 1840.25 feet, South 89°42'39" East from the Southwest corner of said Section 12, and running thence North 72°35'54" East, 170.59 feet; thence South 17°24'06" East, 60.22 feet; thence South 46°04'31" East, 217.89 feet; thence South 49°13'29" East, 83.17 feet; thence South 52°21'06" East, 75.00 feet; thence South 48°06'48" East, 75.00 feet; thence South 42°48'42" East, 75.00 feet; thence South 39°27'15" East, 20.00 feet; thence South 36°05'48" East, 75.00 feet; thence South 30°47'41" East, 75.00 feet; thence South 25°29'35" East, 75.00 feet; thence South 20°11'29" East, 75.00 feet; thence South 14°06'40" East, 65.80 feet; thence South 74°16'23" West, 342.35 feet; thence South 18°38'00" West, 145.10 feet to the northeasterly right-of-way line of Wildlife Boulevard and a 793.00-foot radius curve to the left (center bears South 18°38'00" West); thence along said right-of-way line the following two (2) courses: (1) northwesterly 229.57 feet along the arc of said curve through a central angle of 16°35'13" (chord bears North 79°39'37" West, 228.77 feet); (2) North 87°57'13" West, 71.21 feet to the easterly right-of-way line of Village Parkway and a 803.50-foot radius curve to the left (center bears South 88°58'43" West); thence along said right-of-way line the following four (4) courses: (1) northwesterly 90.92 feet along the arc of said curve through a central angle of 06°29'01" (chord bears North 04°15'48" West, 90.88 feet); (2) North 07°30'18" West, 102.36 feet to the point of curvature with a 696.50-foot radius curve to the right; (3) northwesterly 123.30 feet along the arc of said curve through a central angle of 10°08'35" (chord bears North 02°26'01" West, 123.14 feet) to the point of reverse curvature with a 2553.50-foot radius curve to the left; (4) northwesterly 579.31 feet along the arc of said curve through a central angle of 12°59'55" (chord bears North 03°51'41" West, 578.06 feet) to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING PARCEL OF LAND (old school site Alpine to Pacific 59-012-0109)

A parcel of land located in the South Half of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Village Parkway, said point being 330.07 feet, North 00°17'21" East along the section line and 1840.25 feet, South 89°42'39" East from the Southwest corner of said Section 12, and running thence North 72°35'54" East, 170.59 feet; thence South 17°24'06" East, 60.22 feet; thence South 46°04'31" East, 217.89 feet; thence South 49°13'29" East, 83.17 feet; thence South 52°21'06" East, 75.00 feet; thence South 48°06'48" East, 75.00 feet; thence South 42°48'42" East, 30.20 feet to the southerly section line of said Section 12; thence along said line North 89°46'43" West, 498.20 feet to the easterly right-of-way line of Village Parkway and a 2553.50-foot radius curve to the left (center bears South 87°03'19" West); thence northwesterly 330.50 feet along the arc of said curve through a central angle of 07°24'57" (chord bears North 06°39'10" West, 330.27 feet) to the point of beginning.

HANAHOA, LLC

DESCRIPTION OF REAL PROPERTY

LEGAL DESCRIPTION FOR 7.42 ACRE PROPERTY (N-10)

EXHIBIT A

Beginning at a point located South 85°49'05" East 0.18 feet from the Northeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°16'41" West 745.08 feet; thence along the arc of a 1,484.05 feet radius non tangent curve to the right 587.73 feet, (chord bears North 82°15'41" West 584.27 feet); thence North 20°44'40" East 56.25 feet, thence North 06°23'30" East 6.58 feet; thence North 82°21'34" East 136.68 feet; thence North 50°04'25" East 47.05 feet; thence North 75°46'24" East 100.23 feet, thence along an arc of a 319.50 foot radius curve to the left 63.73 feet (chord bears North 16°42'48" West 63.62 feet); thence along an arc of a 159.50 foot radius curve to the right 92.79 feet (chord bears North 05°45'42" West 91.49 feet) thence South 82°39'33" West 11.75 feet; thence North 05°09'59" West 42.06 feet; thence North 09°51'36" West 42.95 feet, thence North 14°33'13" West 39.32 feet, thence North 19°14'51" West 49.28 feet, thence North 02°10'36" West 47.25 feet; thence North 30°50'49" West 150.00 feet; thence North 51°09'11" East 376.83 feet, thence along the arc of a 945.50 feet radius curve to the right 73.86 feet, (chord bears North 53°23'19" East 73.84 feet); thence along the arc of a 15.00 feet radius compound curve to the right 26.33 feet, (chord bears South 74°05'33" East 23.08 feet); thence along the arc of a 3,538.62 feet radius compound curve to the right 187.78 feet, (chord bears South 22°17'13" East 187.76 feet), thence South 00°09'45" West 45.75 feet to the point of beginning

Containing 323,030 square feet or 7.42 acres

LEGAL DESCRIPTION FOR 16.67 ACRE PROPERTY (N-8)

EXHIBIT "A"

BEGINNING AT A POINT LOCATED NORTH 89°45'06" WEST ALONG THE SECTION LINE 2,744.32 FEET TO THE NORTH QUARTER OF SECTION 13 AND NORTH 89°46'35" WEST ALONG THE SECTION LINE 148.11 FEET AND SOUTH 1,657.30 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 35°00'00" EAST 102.00 FEET; THENCE SOUTH 04°29'23" EAST 65.00 FEET, THENCE SOUTH 35°00'00" EAST 332.00 FEET, THENCE SOUTH 35°10'02" EAST 61.18 FEET; THENCE SOUTH 38°00'48" EAST 54.19 FEET; THENCE SOUTH 42°24'34" EAST 16.32 FEET; THENCE SOUTH 45°01'08" EAST 37.88 FEET; THENCE SOUTH 48°24'44" EAST 32.58 FEET; THENCE SOUTH 51°05'09" EAST 22.94 FEET; THENCE SOUTH 55°55'26" EAST 77.49 FEET; THENCE SOUTH 67°22'16" EAST 56.32 FEET; THENCE SOUTH 68°33'53" EAST 70.34 FEET; THENCE SOUTH 72°34'43" EAST 13.79 FEET; THENCE SOUTH 75°23'49" EAST 44.24 FEET; THENCE SOUTH 78°53'26" EAST 27.69 FEET; THENCE SOUTH 81°28'11" EAST 25.42 FEET; THENCE SOUTH 84°55'17" EAST 45.05 FEET, THENCE SOUTH 87°30'02" EAST 7.46 FEET; THENCE NORTH 89°14'56" EAST 59.45 FEET, THENCE NORTH 86°09'34" EAST 4.14 FEET, THENCE NORTH 83°04'34" EAST 59.34 FEET; THENCE NORTH 79°37'25" EAST 11.72 FEET, THENCE NORTH 76°28'49" EAST 53.01 FEET; THENCE SOUTH 89°42'34" EAST 126.00 FEET, THENCE SOUTH 61°22'52" EAST 71.67 FEET; THENCE SOUTH 89°42'34" EAST 63.00 FEET; THENCE SOUTH 00°17'26" WEST 102.00 FEET; THENCE SOUTH 36°17'31" EAST 69.74 FEET; THENCE SOUTH 00°17'26" WEST 66.31 FEET, THENCE NORTH 89°43'10" WEST 862.64 FEET; THENCE NORTH 67°10'40" WEST 49.15 FEET; THENCE NORTH 22°47'25" WEST 92.06 FEET; THENCE NORTH 72°00'31" WEST 76.81 FEET; THENCE NORTH 38°20'45" WEST 219.73 FEET; THENCE NORTH 32°37'56" WEST 326.91 FEET; THENCE NORTH 63°06'12" WEST 68.02 FEET; THENCE NORTH 31°26'06" WEST 49.14 FEET; THENCE NORTH 31°26'06" WEST 146.24 FEET; THENCE NORTH 55°00'00" EAST 128.32 FEET; THENCE NORTH 47°38'59" EAST 56.46 FEET; THENCE NORTH 55°00'00" EAST 140.00 FEET; TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

BEING THE PROPOSED PLAT FOR THE VILLAGE OF HAWKS LANDING PLAT 5

BEGINNING AT A POINT LOCATED NORTH 89°45'06" WEST ALONG THE SECTION LINE 2,744.32 FEET TO THE NORTH QUARTER OF SECTION 13 AND NORTH 89°46'35" WEST ALONG THE SECTION LINE 148.11 FEET AND SOUTH 1,657.30 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 55°00'00" WEST 140.00 FEET; THENCE SOUTH 47°38'59" WEST 56.46 FEET, THENCE SOUTH 55°00'00" WEST 128.32 FEET, THENCE NORTH 31°26'06" WEST 365.75 FEET; THENCE NORTH 54°12'39" WEST 248.23 FEET; THENCE NORTH 03°14'15" EAST 48.18 FEET; THENCE NORTH 22°23'14" EAST 21.18 FEET; THENCE NORTH 31°19'59" EAST 109.51 FEET, THENCE NORTH 48°11'51" EAST 135.59 FEET; THENCE NORTH 62°52'41" EAST 150.80 FEET; THENCE SOUTH 14°41'48" EAST 122.86 FEET, THENCE SOUTH 27°42'37" EAST 97.60 FEET; THENCE SOUTH 35°00'00" EAST 528.23 FEET TO THE POINT OF BEGINNING

SITUATE IN UTAH COUNTY, STATE OF UTAH.

BEING THE PROPOSED PLAT FOR THE VILLAGE OF HAWKS LANDING PLAT 7.

MOUNTAIN SPA INVESTORS, LLC

DESCRIPTION OF REAL PROPERTY

SARATOGA SPRINGS PHASE IV:

BEGINNING AT A POINT LOCATED NORTH 89°45'06" WEST ALONG THE SECTION LINE 2,341.32 FEET AND SOUTH 1,512.80 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 900.00 FEET RADIUS CURVE TO THE LEFT 510.98 FEET, (CHORD BEARS SOUTH 87°13'25" EAST 504.14 FEET); THENCE SOUTH 13°29'18" EAST 171.00 FEET; THENCE SOUTH 14°07'00" WEST 62.77 FEET; THENCE SOUTH 12°15'49" EAST 106.87 FEET; THENCE SOUTH 80°05'41" WEST 39.25 FEET; THENCE SOUTH 40°38'33" EAST 461.36 FEET; THENCE SOUTH 29°40'20" EAST 90.66 FEET; THENCE SOUTH 23°44'18" EAST 119.50 FEET; THENCE SOUTH 03°40'49" EAST 64.04 FEET; THENCE SOUTH 32°13'32" EAST 66.41 FEET; THENCE SOUTH 00°17'26" WEST 96.27 FEET; THENCE NORTH 89°43'10" WEST 272.00 FEET; THENCE NORTH 00°17'26" EAST 96.31 FEET; THENCE NORTH 36°17'31" WEST 69.74 FEET; THENCE NORTH 00°17'26" EAST 102.00 FEET; THENCE NORTH 89°42'34" WEST 63.00 FEET; THENCE NORTH 61°22'52" WEST 71.57 FEET; THENCE NORTH 89°42'34" WEST 126.00 FEET; THENCE SOUTH 76°28'49" WEST 53.01 FEET; THENCE SOUTH 79°37'28" WEST 11.72 FEET; THENCE SOUTH 83°04'34" WEST 59.34 FEET; THENCE SOUTH 86°09'34" WEST 4.14 FEET; THENCE SOUTH 89°14'56" WEST 59.46 FEET; THENCE NORTH 87°30'02" WEST 7.46 FEET; THENCE NORTH 84°55'17" WEST 45.65 FEET; THENCE NORTH 81°28'11" WEST 25.42 FEET; THENCE NORTH 78°53'26" WEST 27.69 FEET; THENCE NORTH 75°23'49" WEST 44.24 FEET; THENCE NORTH 72°34'43" WEST 13.79 FEET; THENCE NORTH 68°33'53" WEST 70.34 FEET; THENCE NORTH 67°22'16" WEST 56.22 FEET; THENCE NORTH 55°55'26" WEST 77.49 FEET; THENCE NORTH 51°05'09" WEST 22.94 FEET; THENCE NORTH 40°01'08" EAST 107.00 FEET; THENCE NORTH 03°26'57" EAST 72.42 FEET; THENCE NORTH 45°45'03" EAST 107.00 FEET; THENCE NORTH 39°37'28" WEST 52.41 FEET; THENCE NORTH 35°00'00" WEST 119.53 FEET; THENCE NORTH 21°06'48" EAST 140.38 FEET; THENCE NORTH 11°38'31" EAST 56.45 FEET; THENCE NORTH 19°02'30" EAST 171.00 FEET TO THE POINT OF BEGINNING. (BEING THE PROPOSED VILLAGE OF HAWKS LANDING PLAT 4)

SITUATE IN UTAH COUNTY, STATE OF UTAH.

LA FAMILIA VSS, LLC

DESCRIPTION OF REAL PROPERTY

BEGINNING AT A POINT LOCATED SOUTH 89°46'35" EAST ALONG THE SECTION LINE 2,699.61 FEET AND SOUTH 4,441.36 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°16'10" WEST 454.88 FEET, THENCE SOUTH 58°52'28" WEST 30.08 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 301.91 FEET TO THE RIGHT 68.31 FEET, (SOUTH 55°39'36" WEST 68.17 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 673.47 FEET TO THE RIGHT 72.07 FEET, (SOUTH 65°12'28" WEST 72.04 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 270.01 FEET TO THE LEFT 62.83 FEET, (SOUTH 61°36'29" WEST 62.68 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 72.23 FEET TO THE RIGHT 79.40 FEET, (SOUTH 86°26'02" WEST 75.46 FEET); THENCE NORTH 62°04'28" WEST 40.72 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 140.93 FEET TO THE LEFT 58.72 FEET, (NORTH 71°00'49" WEST 58.29 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 153.78 FEET TO THE RIGHT 60.04 FEET, (NORTH 71°45'51" WEST 59.66 FEET); THENCE NORTH 60°34'42" WEST 36.37 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 345.08 FEET TO THE LEFT 51.10 FEET, (NORTH 66°46'48" WEST 51.05 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 99.28 FEET TO THE LEFT 87.51 FEET, (SOUTH 83°45'49" WEST 84.70 FEET), THENCE SOUTH 54°15'52" WEST 50.68 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 131.48 FEET TO THE RIGHT 116.02 FEET, (SOUTH 80°15'10" WEST 112.30 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 189.10 FEET TO THE LEFT 36.20 FEET, (NORTH 83°54'39" WEST 36.15 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,855.24 FEET TO THE LEFT 70.60 FEET, (SOUTH 89°30'52" WEST 70.60 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 71.74 FEET TO THE LEFT 41.83 FEET, (SOUTH 71°43'06" WEST 41.24 FEET); THENCE SOUTH 46°33'34" WEST 17.07 FEET, THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 76.62 FEET TO THE RIGHT 43.13 FEET, (SOUTH 54°42'01" WEST 42.56 FEET); THENCE SOUTH 31°21'30" EAST 71.66 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 36.07 FEET TO THE LEFT 30.91 FEET, (NORTH 58°15'13" EAST 29.97 FEET); THENCE NORTH 33°42'13" EAST 30.63 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 33.76 FEET TO THE RIGHT 24.47 FEET, (NORTH 59°32'51" EAST 23.94 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,069.20 FEET TO THE RIGHT 62.84 FEET, (NORTH 81°59'50" EAST 62.83 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 150.16 FEET TO THE RIGHT 73.51 FEET, (SOUTH 82°17'42" EAST 72.78 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 218.14 FEET TO THE LEFT 51.33 FEET, (SOUTH 75°00'44" EAST 51.22 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 28.53 FEET TO THE LEFT 46.36 FEET, (NORTH 51°41'32" EAST 41.43 FEET), THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 58.53 FEET TO THE RIGHT 42.68 FEET, (NORTH 40°18'57" EAST 41.75 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 112.53 FEET TO THE RIGHT 27.01 FEET, (NORTH 68°02'59" EAST 26.95 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 128.10 FEET TO THE RIGHT 43.54 FEET, (NORTH 84°39'49" EAST 43.33 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 65.77 FEET TO THE RIGHT 35.10 FEET, (SOUTH 70°18'38" EAST 34.69 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 128.64 FEET TO THE RIGHT 34.12 FEET, (SOUTH 36°20'27" EAST 34.02 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 60.78 FEET TO THE LEFT 31.56 FEET, (SOUTH 43°37'01" EAST 31.20 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 52.86 FEET TO THE LEFT 32.89 FEET, (SOUTH 76°19'00" EAST 32.36 FEET); THENCE NORTH 85°51'27" EAST 27.89 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 63.26 FEET TO THE RIGHT 26.10 FEET, (SOUTH 84°38'49" EAST 25.91 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 141.73 FEET TO THE RIGHT 34.55 FEET, (SOUTH 65°50'39" EAST 34.46 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 197.28 FEET TO THE LEFT 11.73 FEET, (SOUTH 60°33'53" EAST 11.73 FEET); THENCE SOUTH 00°16'10" WEST 188.15 FEET; THENCE NORTH 89°43'44" WEST 2,396.17 FEET; THENCE NORTH 00°14'28" EAST 1,314.59 FEET; THENCE NORTH 89°40'11" WEST 923.46 FEET; THENCE NORTH 00°19'49" EAST 8.65 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 81.98 FEET TO THE LEFT 56.43 FEET, (NORTH 27°07'38" WEST 55.32 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 269.49 FEET TO THE LEFT 62.01 FEET, (NORTH 53°26'14" WEST 61.87 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 93.92 FEET TO THE LEFT 45.57 FEET, (NORTH 73°55'49" WEST 45.13 FEET); THENCE NORTH 80°08'28" WEST 41.34 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 168.53 FEET TO THE RIGHT 97.16 FEET, (NORTH 63°37'30" WEST 95.82 FEET), THENCE NORTH 48°35'57" WEST 64.38 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 177.02 FEET TO THE LEFT 83.56 FEET, (NORTH 62°07'16" WEST 82.78 FEET), THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 340.87 FEET TO THE LEFT 48.26 FEET, (NORTH 74°16'29" WEST 48.22 FEET); THENCE NORTH 00°20'17" WEST 383.03 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 556.12 FEET TO THE RIGHT 74.86 FEET, (NORTH 76°18'55" EAST 74.80 FEET), THENCE NORTH 82°24'33" EAST 241.57 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 948.16 FEET TO THE RIGHT 242.01 FEET, (NORTH 89°43'16" EAST 241.35 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,503.73 FEET TO THE RIGHT 225.55 FEET, (SOUTH 78°40'11" EAST 225.34 FEET); THENCE SOUTH 70°19'05" EAST 72.31 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 104.28 FEET TO THE RIGHT 60.14 FEET, (SOUTH 53°47'47" EAST 59.31 FEET), THENCE SOUTH 35°16'58" EAST 50.27 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 86.41 FEET TO THE LEFT 192.32 FEET, (NORTH 80°10'33" EAST 154.19 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 454.20 FEET TO THE LEFT 77.31 FEET, (NORTH 10°47'30" EAST 77.22 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 67.47 FEET TO THE RIGHT 89.87 FEET, (NORTH 44°04'23" EAST 83.37 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 852.68 FEET TO THE RIGHT 109.17 FEET, (NORTH 83°16'30" EAST 109.10 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 858.00 FEET TO THE RIGHT 133.22 FEET, (SOUTH 88°36'32" EAST 133.08 FEET), THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 209.08 FEET TO THE LEFT 155.28 FEET, (NORTH 79°01'27" EAST 151.74 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 112.46 FEET TO THE RIGHT 45.18 FEET, (NORTH 69°15'04" EAST 44.86 FEET), THENCE NORTH 89°00'43" EAST 52.40 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 126.37 FEET TO THE LEFT 138.27 FEET, (NORTH 33°31'58" EAST 131.48 FEET); THENCE NORTH 00°36'00" EAST 43.26 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 24.50 FEET TO THE RIGHT 30.01 FEET, (NORTH 35°41'28" EAST 28.17 FEET); THENCE NORTH 54°00'29" EAST 25.00 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 457.00 FEET TO THE RIGHT 130.35 FEET, (SOUTH 27°49'14" EAST 129.91 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 543.00 FEET TO THE LEFT 958.07 FEET, (SOUTH 70°11'46" EAST 838.55 FEET); THENCE NORTH 59°15'27" EAST 167.87 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 1,810.00 FEET TO THE LEFT 847.88 FEET, (SOUTH 4[illegible]°21'41" EAST 840.15 FEET); THENCE SOUTH 54°46'53" EAST 940.39 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED SOUTH 89°46'35" EAST ALONG THE SECTION LINE 2,599.61 FEET AND SOUTH 4,441.38 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°16'10" WEST 454.68 FEET; THENCE SOUTH 58°52'28" WEST 30.08 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 301.91 FEET TO THE RIGHT 68.31 FEET, (SOUTH 55°39'36" WEST 68.17 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 673.47 FEET TO THE RIGHT 72.07 FEET, (SOUTH 65°12'28" WEST 72.04 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 270.01 FEET TO THE LEFT 62.83 FEET, (SOUTH 61°36'29" WEST 62.68 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 72.23 FEET TO THE RIGHT 79.40 FEET, (SOUTH 86°26'02" WEST 75.46 FEET); THENCE NORTH 62°04'28" WEST 40.72 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 140.93 FEET TO THE LEFT 58.72 FEET, (NORTH 71°00'49" WEST 58.29 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 153.78 FEET TO THE RIGHT 60.04 FEET, (NORTH 71°45'51" WEST 59.66 FEET); THENCE NORTH 60°34'42" WEST 36.37 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 348.08 FEET TO THE LEFT 51.10 FEET, (NORTH 66°46'48" WEST 51.05 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 99.28 FEET TO THE LEFT 87.51 FEET, (SOUTH 83°45'49" WEST 84.70 FEET); THENCE SOUTH 54°15'52" WEST 50.68 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 131.48 FEET TO THE RIGHT 116.02 FEET, (SOUTH 80°15'10" WEST 112.30 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 189.10 FEET TO THE LEFT 36.20 FEET, (NORTH 83°54'39" WEST 36.15 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,855.24 FEET TO THE LEFT 70.60 FEET, (SOUTH 69°30'52" WEST 70.60 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 71.74 FEET TO THE LEFT 41.83 FEET, (SOUTH 71°43'06" WEST 41.24 FEET); THENCE SOUTH 46°33'34" WEST 17.07 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 76.62 FEET TO THE RIGHT 43.13 FEET, (SOUTH 54°42'01" WEST 42.56 FEET); THENCE SOUTH 31°21'30" EAST 71.86 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 36.07 FEET TO THE LEFT 30.91 FEET, (NORTH 58°15'13" EAST 29.97 FEET); THENCE NORTH 33°42'13" EAST 30.63 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 33.76 FEET TO THE RIGHT 24.47 FEET, (NORTH 59°32'51" EAST 23.94 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,069.20 FEET TO THE RIGHT 62.84 FEET, (NORTH 81°59'50" EAST 62.83 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 159.16 FEET TO THE RIGHT 73.51 FEET, (SOUTH 82°17'42" EAST 72.78 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 218.14 FEET TO THE LEFT 51.33 FEET, (SOUTH 75°00'44" EAST 51.22 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 26.53 FEET TO THE LEFT 46.36 FEET, (NORTH 51°41'32" EAST 41.43 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 58.63 FEET TO THE RIGHT 42.68 FEET, (NORTH 40°18'57" EAST 41.75 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 112.53 FEET TO THE RIGHT 27.01 FEET, (NORTH 68°02'59" EAST 26.95 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 128.10 FEET TO THE RIGHT 43.54 FEET, (NORTH 84°39'49" EAST 43.33 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 65.77 FEET TO THE RIGHT 35.10 FEET, (SOUTH 70°18'38" EAST 34.69 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 128.64 FEET TO THE RIGHT 34.12 FEET, (SOUTH 36°20'27" EAST 34.02 FEET), THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 60.78 FEET TO THE LEFT 31.56 FEET, (SOUTH 43°37'01" EAST 31.20 FEET), TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 52.86 FEET TO THE LEFT 32.89 FEET, (SOUTH 76°19'00" EAST 32.36 FEET); THENCE NORTH 85°51'27" EAST 27.89 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 63.26 FEET TO THE RIGHT 26.10 FEET, (SOUTH 84°38'49" EAST 25.91 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 141.73 FEET TO THE RIGHT 34.55 FEET, (SOUTH 65°50'39" EAST 34.46 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 197.28 FEET TO THE LEFT 11.73 FEET, (SOUTH 60°33'53" EAST 11.73 FEET); THENCE SOUTH 00°16'10" WEST 188.15 FEET; THENCE NORTH 89°43'44" WEST 2,396.17 FEET; THENCE NORTH 00°14'28" EAST 1,314.59 FEET, THENCE NORTH 89°40'11" WEST 923.46 FEET; THENCE NORTH 00°19'49" EAST 8.65 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 81.98 FEET TO THE LEFT 56.43 FEET, (NORTH 27°07'38" WEST 55.32 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 269.49 FEET TO THE LEFT 62.01 FEET, (NORTH 53°26'14" WEST 61.87 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 93.92 FEET TO THE LEFT 45.57 FEET, (NORTH 73°55'49" WEST 45.13 FEET); THENCE NORTH 80°08'28" WEST 41.34 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 168.53 FEET TO THE RIGHT 97.16 FEET, (NORTH 63°37'30" WEST 95.82 FEET); THENCE NORTH 48°36'57" WEST 64.38 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 177.02 FEET TO THE LEFT 83.56 FEET, (NORTH 62°07'16" WEST 82.78 FEET). THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 340.87 FEET TO THE LEFT 48.26 FEET, (NORTH 74°16'29" WEST 48.22 FEET); THENCE NORTH 00°20'17" WEST 383.03 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 556.12 FEET TO THE RIGHT 74.86 FEET, (NORTH 76°18'55" EAST 74.80 FEET); THENCE NORTH 82°24'33" EAST 241.57 FEET, THENCE ALONG A CURVE HAVING A RADIUS OF 948.16 FEET TO THE RIGHT

242.01 FEET (NORTH 89°43'16" EAST 241.35 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1,503.73 FEET TO THE RIGHT 225.55 FEET, (SOUTH 78°40'11" EAST 225.34 FEET); THENCE SOUTH 70°19'05" EAST 72.31 FEET, THENCE ALONG A CURVE HAVING A RADIUS OF 104.28 FEET TO THE RIGHT 60.14 FEET, (SOUTH 53°47'47" EAST 59.31 FEET); THENCE SOUTH 35°16'58" EAST 50.27 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 85.41 FEET TO THE LEFT 192.32 FEET, (NORTH 80°10'33" EAST 154.19 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 454.20 FEET TO THE LEFT 77.31 FEET, (NORTH 10°47'30" EAST 77.22 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 57.47 FEET TO THE RIGHT 89.87 FEET, (NORTH 44°04'23" EAST 83.37 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 852.68 FEET TO THE RIGHT 109.17 FEET, (NORTH 83°15'30" EAST 109.10 FEET); TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 858.00 FEET TO THE RIGHT 133.22 FEET, (SOUTH 88°36'32" EAST 133.08 FEET); THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 209.08 FEET TO THE LEFT 155.28 FEET, (NORTH 79°01'27" EAST 151.74 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 112.46 FEET TO THE RIGHT 45.18 FEET, (NORTH 69°15'04" EAST 44.88 FEET); THENCE NORTH 69°00'43" EAST 52.40 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 126.37 FEET TO THE LEFT 138.27 FEET, (NORTH 33°31'58" EAST 131.46 FEET); THENCE NORTH 00°36'00" EAST 43.26 FEET; THENCE ALONG A CURVE HAVING A RADIUS OF 24.50 FEET TO THE RIGHT 30.01 FEET, (NORTH 35°41'28" EAST 28.17 FEET); THENCE NORTH 54°00'29" EAST 25.00 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 457.00 FEET TO THE RIGHT 130.35 FEET, (SOUTH 27°49'14" EAST 129.91 FEET); THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 543.00 FEET TO THE LEFT 958.07 FEET, (SOUTH 70°11'45" EAST 838.55 FEET); THENCE NORTH 59°15'27" EAST 167.87 FEET; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS OF 1,810.00 FEET TO THE LEFT 847.88 FEET, (SOUTH 41°21'41" EAST 840.15 FEET); THENCE SOUTH 54°46'53" EAST 940.39 FEET TO THE POINT OF BEGINNING.

PRONOVA HOLDINGS 5, LLC

DESCRIPTION OF REAL PROPERTY

59:013:0045

COM S 89 DEG 46' 35" E 986.34 FT & S 1647.19 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.. N 75 DEG 32' 54" E 344.06 FT, ALONG A CURVE TO L (CHORD BEARS. N 68 DEG 18' 55" E 228.77 FT, RADIUS = 908.5 FT); ALONG A CURVE TO R (CHORD BEARS. S 66 DEG 33' 52" E 192.65 FT, RADIUS = 160 FT); S 54 DEG 12' 38" E 384.24 FT; S 31 DEG 26' 6" E 548.91 FT, ALONG A CURVE TO R (CHORD BEARS. S 28 DEG 48' 30" W 216.96 FT, RADIUS = 125 FT); ALONG A CURVE TO L (CHORD BEARS. S 28 DEG 13' 4" W 17.45 FT, RADIUS = 10 FT); S 32 DEG 32' 58" E 104.87 FT, ALONG A CURVE TO L (CHORD BEARS. N 86 DEG 41' 0" E 17.45 FT, RADIUS = 10 FT); ALONG A CURVE TO R (CHORD BEARS. N 70 DEG 24' 13" E 175.19 FT, RADIUS = 125 FT); S 65 DEG 8' 31" E 60.33 FT; ALONG A CURVE TO R (CHORD BEARS. S 50 DEG 43' 38" E 124.19 FT, RADIUS = 250 FT); S 36 DEG 20' 45" E 90.98 FT; ALONG A CURVE TO R (CHORD BEARS. S 0 DEG 49' 28" W 223.55 FT, RADIUS = 185 FT); S 37 DEG 59' 37" W 72.83 FT; S 52 DEG 0' 23" E 20.94 FT; N 54 DEG 43' 43" E 73.61 FT; N 74 DEG 20' 4" E 57.08 FT; S 0 DEG 16' 10" W 1535.26 FT; N 54 DEG 45' 53" W 893.25 FT; ALONG A CURVE TO R (CHORD BEARS. N 33 DEG 45' 10" W 1212.88 FT, RADIUS = 1800 FT); N 12 DEG 43' 27" W 866.27 FT; ALONG A CURVE TO R (CHORD BEARS: N 18 DEG 45' 59" W 384.02 FT, RADIUS = 2410 FT); N 14 DEG 27' 6" W 265.91 FT TO BEG

AREA 88.019 AC

COMMITMENT FOR TITLE INSURANCE

Schedule C

Order No. F-790884UT

PARCEL 1:

BEGINNING at a point located South 89° 46' 35" East along the Section Line 996.34 feet and South 1,547.19 feet from the Northwest corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 75° 32' 54" East 344.08 feet; thence along the arc of a 908.50 feet radius curve to the left 229.38 feet, (Chord bears North 68° 18' 55" East 228.77 feet); thence along the arc of a 180.00 feet radius reverse curve to the right 203.28 feet, (Chord bears South 86° 33' 52" East 192.65 feet); thence South 54° 12' 39" East 384.24 feet; thence South 31° 26' 06" East 548.91 feet; thence along the arc of a 125.00 feet radius curve to the right 262.72 feet, (Chord bears South 28° 46' 30" West 216.96 feet); thence along the arc of a 10.00 feet radius reverse curve to the left 21.21 feet, (Chord bears South 28° 13' 04" West 17.45 feet); thence South 32° 32' 58" East 104.87 feet; thence along the arc of a 10.00 feet radius curve to the left 21.21 feet, (Chord bears North 86° 41' 00" East 17.45 feet); thence along the arc of a 125.00 feet radius reverse curve to the right 194.11 feet, (Chord bears North 70° 24' 13" East 175.19 feet); thence South 65° 06' 31" East 50.33 feet; thence along the arc of a 250.00 feet radius curve to the right 125.50 feet, (Chord bears South 50° 43' 38" East 124.19 feet); thence South 36° 20' 45" East 90.98 feet; thence along the arc of a 185.00 feet radius curve to the right 240.03 feet, (Chord bears South 08° 49' 26" West 223.55 feet); thence South 37° 59' 37" West 72.83 feet; thence South 52° 00' 23" East 20.94 feet; thence North 54° 43' 43" East 73.61 feet thence North 74° 20' 04" East 57.08 feet; thence South 00° 16' 10" West 1,598.26 feet; thence North 54° 46' 53" West 893.25 feet; thence along the arc of a 1,690.00 feet radius curve to the right 1,240.52 feet, (Chord bears North 33° 45' 10" West 1,212.86 feet); thence North 12° 43' 27" West 666.27 feet; thence along the arc of a 2,410.00 feet radius non tangent curve to the right 364.37 feet, (Chord bears North 18° 46' 59" West 364.02 feet); thence North 14° 27' 06" West 265.91 feet to the point of Beginning.

The following is shown for information purposes only: 59:013:0045

PARCEL 1A:

TOGETHER WITH AND SUBJECT TO an easement for ingress and egress over the following: Beginning at a point located North 89° 46' 06" West along the section line 1,630.03 feet and South 1,407.31 feet from the Northeast corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 29° 09' 56" East 96.50 feet; thence along the arc of a 953.50 feet radius non tangent curve to the right 1,570.69 feet, (Chord bears North 71° 58' 27" West 1,399.03 feet); thence along the arc of a 696.50 feet radius non tangent curve to the left 767.92 feet, (Chord bears North 56° 22' 05" West 729.61 feet); thence North 87° 57' 13" West 71.84 feet; thence along the arc of a 803.50 feet radius non tangent curve to the right 977.23 feet, (Chord bears South 40° 42' 23" West 918.11 feet); thence South 75° 32' 54" West 344.08 feet; thence South 14° 27' 06" East 370.91 feet; thence along the arc of a 2,410.00 feet radius curve to the left 1,387.21 feet, (Chord bears South 30° 56' 30" East 1,368.14 feet); thence South 41° 10' 23" West 180.05 feet; thence South 59° 15' 27" West 371.84 feet; thence North 30° 44' 33" West 56.00 feet; thence North 59° 15' 27" East 355.63 feet; thence along the arc of a 2,590.00 feet radius non tangent curve to the right 1,436.90 feet, (Chord bears North 30° 20' 43" West 1,418.55 feet); thence North 14° 27' 06" West 467.41 feet; thence North 75° 32' 54" East 524.08 feet; thence along the arc of a 707.00 feet radius curve to the left 950.00 feet, (Chord bears North 37° 03' 14" East 880.13 feet); thence South 87° 57' 13" East 167.87 feet; thence along the arc of a 793.00 feet radius curve to the right 874.32 feet, (Chord bears South 56° 22' 05" East 830.70 feet); thence along the arc of a 857.00 feet radius reverse curve to the left 1,411.73 feet, (Chord bears South 71° 58' 27" East 1,257.44 feet) to the point of Beginning.

PRONOVA HOLDINGS 4, LLC

DESCRIPTION OF REAL PROPERTY

Pronova Holdings 4, LLC

59:013:0054

COM S 124.62 FT & E 1322.65 FT FR W 1/4 COR. SEC. 13, T6S, R1W, SLB&M ; ALONG A CURVE TO R (CHORD BEARS: N 27 DEG 25' 31" W 815.74 FT, RADIUS = 2590 FT); N 72 DEG 44' 28" E 90 FT; ALONG A CURVE TO R (CHORD BEARS: N 18 DEG 25' 41" W 172.45 FT, RADIUS = 2669.5 FT); N 14 DEG 27' 5" W 424.41 FT; N 75 DEG 32' 54" E 414.14 FT; S 89 DEG 45' 30" E 99.21 FT; N 0 DEG 13' 16" E 30.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 35 DEG 35' 21" E 828.83 FT, RADIUS = 749.98 FT); S 87 DEG 57' 14" E 123.56 FT; ALONG A CURVE TO R (CHORD BEARS: S 56 DEG 22' 6" E 785.65 FT, RADIUS = 750 FT); ALONG A CURVE TO L (CHORD BEARS: S 31 DEG 44' 0" E 217.83 FT, RADIUS = 996.04 FT); S 0 DEG 16' 0" W 84.1 FT; ALONG A CURVE TO R (CHORD BEARS: N 33 DEG 40' 47" W 294.92 FT, RADIUS = 952.98 FT); ALONG A CURVE TO L (CHORD BEARS: N 27 DEG 0' 9" W 53.97 FT, RADIUS = 809.53 FT); S 83 DEG 57' 52" W 66.02 FT; N 80 DEG 45' 30" W 103.52 FT; S 80 DEG 32' 14" W 154.38 FT; N 0 DEG 46' 49" E .94 FT; S 62 DEG 52' 41" W 150.8 FT; S 46 DEG 11' 51" W 135.59 FT; S 31 DEG 28' 0" W 105.51 FT; S 22 DEG 23' 13" W 21.18 FT; S 3 DEG 14' 16" W 48.18 FT; S 54 DEG 12' 35" E 248.23 FT; S 31 DEG 26' 6" E 385.75 FT; S 31 DEG 26' 6" E 146.24 FT; S 31 DEG 26' 5" E 49.14 FT; S 83 DEG 8' 12" E 68.02 FT; S 32 DEG 32' 58" E 326.91 FT; S 36 DEG 20' 45" E 102.18 FT; S 0 DEG 16' 0" W 313.32 FT; S 74 DEG 20' 2" W 88.78 FT; S 54 DEG 43' 44" W 73.61 FT; N 52 DEG 0' 25" W 20.94 FT; N 37 DEG 50' 36" E 72.83 FT; ALONG A CURVE TO L (CHORD BEARS: N 0 DEG 49' 26" E 223.55 FT, RADIUS = 184.99 FT); N 36 DEG 20' 48" W 80.98 FT; ALONG A CURVE TO L (CHORD BEARS: N 50 DEG 43' 38" W 124.19 FT, RADIUS = 250.35 FT); N 65 DEG 6' 33" W 50.33 FT; ALONG A CURVE TO L (CHORD BEARS: S 70 DEG 24' 13" W 175.19 FT, RADIUS = 124.99 FT); ALONG A CURVE TO R (CHORD BEARS: S 85 DEG 49' 57" W 17.45 FT, RADIUS = 10 FT); N 32 DEG 32' 58" W 104.87 FT; ALONG A CURVE TO R (CHORD BEARS: N 28 DEG 13' 4" E 17.45 FT, RADIUS = 10 FT); ALONG A CURVE TO L (CHORD BEARS: N 28 DEG 48' 30" E 216.96 FT, RADIUS = 125 FT); N 31 DEG 26' 6" W 548.91 FT; N 54 DEG 12' 39" W 384.24 FT; ALONG A CURVE TO L (CHORD BEARS: N 86 DEG 33' 52" W 192.65 FT, RADIUS = 180.01 FT); ALONG A CURVE TO R (CHORD BEARS: S 68 DEG 18' 55" W 228.77 FT, RADIUS = 907.59 FT); S 75 DEG 32' 54" W 344.08 FT; S 14 DEG 27' 8" E 265.9 FT; ALONG A CURVE TO L (CHORD BEARS: S 18 DEG 46' 59" E 364.02 FT, RADIUS = 2399.45 FT); S 12 DEG 43' 27" E 698.85 FT TO BEG

AREA 21.846 AC

59:013:0055

COM AT S 1/4 COR. SEC. 13, T6S, R1W, SLB&M ; N 89 DEG 41' 28" W 349.65 FT; N 0 DEG 16' 10" E 187.8 FT; N 60 DEG 33' 51" W 11.73 FT; ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 50' 37" W 34.46 FT, RADIUS = 138.13 FT); ALONG A CURVE TO L (CHORD BEARS: N 84 DEG 36' 53" W 26.91 FT, RADIUS = 64.05 FT); S 85 DEG 51' 25" W 27.89 FT; ALONG A CURVE TO R (CHORD BEARS: N 76 DEG 18' 57" W 32.36 FT, RADIUS = 52.78 FT); ALONG A CURVE TO R (CHORD BEARS: N 43 DEG 37' 0" W 31.2 FT, RADIUS = 61.04 FT); ALONG A CURVE TO L (CHORD BEARS: N 36 DEG 20' 27" W 34.02 FT, RADIUS = 128.59 FT); ALONG A CURVE TO L (CHORD BEARS: N 70 DEG 19' 39" W 34.69 FT, RADIUS = 65.41 FT); ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 39' 50" W 43.33 FT, RADIUS = 127.88 FT); ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 2' 57" W 26.85 FT, RADIUS = 118.94 FT); ALONG A CURVE TO L (CHORD BEARS: S 40 DEG 16' 56" W 41.75 FT, RADIUS = 58.53 FT); ALONG A CURVE TO R (CHORD BEARS: S 51 DEG 41' 33" W 41.43 FT, RADIUS = 28.52 FT); ALONG A CURVE TO R (CHORD BEARS: N 75 DEG 0' 43" W 51.22 FT, RADIUS = 218.69 FT); ALONG A CURVE TO L (CHORD BEARS: N 62 DEG 17' 43" W 72.78 FT, RADIUS = 150.35 FT); ALONG A CURVE TO L (CHORD BEARS: S 81 DEG 59' 50" W 62.83 FT, RADIUS = 1018.81 FT); ALONG A CURVE TO L (CHORD BEARS: S 59 DEG 32' 51" W 23.94 FT, RADIUS = 33.83 FT); S 33 DEG 42' 18" W 30.63 FT; ALONG A CURVE TO R (CHORD BEARS: S 58 DEG 15' 9" W 29.97 FT, RADIUS = 36.02 FT); N 31 DEG 21' 32" W 71.86 FT; ALONG A CURVE TO L (CHORD BEARS: N 54 DEG 42' 5" E 42.56 FT, RADIUS = 76.43 FT); N 46 DEG 33' 32" E 17.07 FT; ALONG A CURVE TO R (CHORD BEARS: N 71 DEG 43' 5" E 41.24 FT, RADIUS = 75.74 FT); N 89 DEG 30' 54" E 70.6 FT; ALONG A CURVE TO R (CHORD BEARS: S 83 DEG 54' 42" E 36.15 FT, RADIUS = 181.53 FT); ALONG A CURVE TO L (CHORD BEARS: N 80 DEG 15' 10" E 112.3 FT, RADIUS = 131.46 FT); N 54 DEG 15' 51" E 50.68 FT; ALONG A CURVE TO R (CHORD BEARS: N 83 DEG 49' 49" E 84.7 FT, RADIUS = 98.2 FT); ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 48' 49" E 51.05 FT, RADIUS = 332.41 FT); S 80 DEG 34' 41" E 38.37 FT; ALONG A CURVE TO L (CHORD BEARS: S 71 DEG 46' 52" E 59.68 FT, RADIUS = 153.9 FT); ALONG A CURVE TO R (CHORD BEARS: S 71 DEG 0' 49" E 58.29 FT, RADIUS = 141.54 FT); S 62 DEG 4' 28" E 40.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 86 DEG 26' 8" E 75.46 FT, RADIUS = 72.21 FT); ALONG A CURVE TO R (CHORD BEARS: N 61 DEG 36' 28" E 62.68 FT, RADIUS = 271.54 FT); ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 12' 28" E 72.04 FT, RADIUS = 721.61 FT); ALONG A CURVE TO L (CHORD BEARS: N 55 DEG 29' 35" E 58.17 FT, RADIUS = 297.53 FT); N 58 DEG 52' 30" E 30.08 FT; N 0 DEG 16' 10" E 454.68 FT; N 54 DEG 46' 53" W 940.38 FT; ALONG A CURVE TO R (CHORD BEARS: N 41 DEG 21' 53" W 839.94 FT, RADIUS = 1810.13 FT); N 59 DEG 15' 27" E 120.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 41 DEG 15' 41" E 790.17 FT, RADIUS = 1690.1 FT); S 54 DEG 46' 53" E 893 FT; S 0 DEG 16' 0" W 938 FT TO BEG

AREA 8.326 AC

59:013:0056

COM S 455.61 FT & W 1.92 FT FR W 1/4 COR. SEC. 13, T6S, R1W, SLB&M ; ALONG A CURVE TO R (CHORD BEARS: N 83 DEG 0' 45" E 32.76 FT, RADIUS = 84.25 FT); S 89 DEG 27' 15" E 80 FT; ALONG A CURVE TO L (CHORD BEARS: N 81 DEG 56' 49" E 49.97 FT, RADIUS = 510.13 FT); ALONG A CURVE TO R (CHORD BEARS: N 81 DEG 17' 31" E 24.7 FT, RADIUS = 250.71 FT); ALONG A CURVE TO L (CHORD BEARS: N 68 DEG 19' 41" E 48.57 FT, RADIUS = 82.52 FT); ALONG A CURVE TO L (CHORD BEARS: N 19 DEG 49' 32" E 75.72 FT, RADIUS = 113.48 FT); N 1 DEG 17' 0" E 61.62 FT; ALONG A CURVE TO R (CHORD BEARS: N 16 DEG 56' 46" E 46.41 FT, RADIUS = 85.47 FT); N 42 DEG 48' 24" E 18.95 FT; S 47 DEG 11' 42" E 67.08 FT; ALONG A CURVE TO R (CHORD BEARS: S 41 DEG 39' 31" E 88.98 FT, RADIUS = 457 FT); S 54 DEG 0' 30" W 25.32 FT; ALONG A CURVE TO L (CHORD BEARS: S 35 DEG 41' 23" W 28.17 FT, RADIUS = 24.51 FT); S 0 DEG 36' 1" W 43.26 FT; ALONG A CURVE TO R (CHORD BEARS: S 33 DEG 31' 58" W 131.48 FT, RADIUS = 126.34 FT); S 89 DEG 0' 43" W 52.4 FT; ALONG A CURVE TO L (CHORD BEARS: S 69 DEG 15' 2" W 44.86 FT, RADIUS = 112.99 FT); ALONG A CURVE TO R (CHORD BEARS: S 79 DEG 1' 27" W 151.74 FT, RADIUS = 208.2 FT); N 85 DEG 36' 54" W 43.52 FT; N 0 DEG 14' 4" E 138.36 FT TO BEG.

AREA 1.432 AC

Total area 30.804 Acres

AMERICAN FIRST CREDIT UNION

DESCRIPTION OF REAL PROPERTY

Exterior boundary of preliminary plats of The Preserve 11-1 through 11-7, The Village of Fox Hollow Neighborhood 11 Subdivision:

A parcel of land located in the North ½ of Section 13, Township 6 south, Range 1 West, Salt Lake Meridian.

Beginning at a point South 00°11'07" West 500.13 feet along the section line and South 89°48'53" East 3623.04 feet from the Northwest corner of Section 13, Township6 South, Range 1 West, Salt Lake Meridian; thence

northeasterly 413.86 feet along the arc of a 2000.00-foot radius curve to the right (chord bears North 60°58'32" East 413.12 feet);

North 66°54'13" East 59.80 feet;

North 83°22'05" East 81.14 feet;

North 57°59'13" East 87.97 feet to the southwesterly right-of-way line of Swainson Avenue;

northwesterly 33.02 feet along the arc of a 1037.00-foot radius curve to the right along said right-of-way line (chord bears North 31°47'56" West 33.02 feet);

North 59°06'48" East 74.00 feet to the northeasterly right-of-way line of Swainson Avenue which is the southwesterly line of Village Park #3 and Open Space #2 subdivision;

southeasterly 398.24 feet along the arc of a 963.00-foot radius curve to the left, which curve is also the northeasterly right-of-way line of Swainson Avenue and the southwesterly line of Village Park #3 and Open Space #2 subdivision (chord bears South 42°44'01" East 395.41 feet) to the northwesterly line of Villages Redwood Road & Wildlife Boulevard subdivision which is also the northwesterly right-of-way line of Wildlife Boulevard;

thence the following 3 courses along said right-of-way line of Wildlife Boulevard:

(1) southwesterly 245.67 feet along the arc of a 1293.00-foot radius curve to the left (chord bears South 29°24'00" West 245.30 feet);

(2) South 23°57'26" West 385.68 feet;

(3) southwesterly 786.09 feet along the arc of an 857.00-foot radius curve to the right (chord bears South 50°14'04" West 758.82 feet);

South 13°29'18" East 43.00 feet to the centerline of Wildlife Boulevard;

thence the following 3 courses along said centerline:

(1) northwesterly 1236.30 feet along the arc of a 900.00-foot radius curve to right (chord bears North 64°08'09" West 1141.37 feet);

(2) northwesterly 826.90 feet along the arc of a 750.00-foot curve to the left (chord bears North 56°22'06" West 785.65 feet);

(3) North 87°57'13" West 70.06 feet to the easterly right-of-way line of Village Parkway;

northeasterly 43.02 feet along the arc of an 803.50-foot radius curve to the left (chord bears North 00°30'45" East 43.01 feet) to the northeasterly right-of-way line of Wildlife Boulevard;

thence the following two courses along said right-of-way line:

(1) South 87°57'13" East 71.21 feet;

(2) southeasterly 839.33 feet along the arc of a 793.00-foot radius curve to the right (chord bears South 57°37'55" East 800.70 feet);

North 61°29'27" East 26.94 feet;

northeasterly 296.44 feet along the arc of a 200.00-foot radius curve to the left (chord bears North 77°28'51" East 270.04 feet);

northeasterly 200.77 feet along the arc of 300.00-foot radius curve to the right (chord bears North 54°11'32" East 197.04 feet);

northeasterly 161.05 feet along the arc of a 500.00-foot radius curve to the left (chord bears North 64°08'13" East 160.35 feet);

northeasterly 126.83 feet along the arc of a 500.00-foot radius curve to the right (chord bears North 62°10'35" East 126.49 feet);

northeasterly 164.19 feet along the arc of a 500.00-foot radius curve to the left (chord bears North 60°02'08" East 163.45 feet);

northeasterly 154.28 feet along the arc of a 2000.00-foot radius curve to the right (chord bears North 52°50'16" East 154.24 feet) to the point of beginning.

Exterior boundary of preliminary plats of The Preserve 11-1 through 11-7, The Village of Fox Hollow Neighborhood 11 Subdivision:

A parcel of land located in the North ½ of Section 13, Township 6 south, Range 1 West, Salt Lake Meridian.

Beginning at a point South 00°11'07" West 500.13 feet along the section line and South 89°48'53" East 3623.04 feet from the Northwest corner of Section 13, Township6 South, Range 1 West, Salt Lake Meridian; thence

northeasterly 413.86 feet along the arc of a 2000.00-foot radius curve to the right (chord bears North 60°58'32" East 413.12 feet);

North 66°54'13" East 59.80 feet;

North 83°22'05" East 81.14 feet;

North 57°59'13" East 87.97 feet to the southwesterly right-of-way line of Swainson Avenue;

northwesterly 33.02 feet along the arc of a 1037.00-foot radius curve to the right along said right-of-way line (chord bears North 31°47'56" West 33.02 feet);

North 59°06'48" East 74.00 feet to the northeasterly right-of-way line of Swainson Avenue which is the southwesterly line of Village Park #3 and Open Space #2 subdivision;

southeasterly 398.24 feet along the arc of a 963.00-foot radius curve to the left, which curve is also the northeasterly right-of-way line of Swainson Avenue and the southwesterly line of Village Park #3 and Open Space #2 subdivision (chord bears South 42°44'01" East 395.41 feet) to the northwesterly line of Villages Redwood Road & Wildlife Boulevard subdivision which is also the northwesterly right-of-way line of Wildlife Boulevard;

thence the following 3 courses along said right-of-way line of Wildlife Boulevard:

(1) southwesterly 245.67 feet along the arc of a 1293.00-foot radius curve to the left (chord bears South 29°24'00" West 245.30 feet);

(2) South 23°57'26" West 385.68 feet;

(3) southwesterly 786.09 feet along the arc of an 857.00-foot radius curve to the right (chord bears South 50°14'04" West 758.82 feet);

South 13°29'18" East 43.00 feet to the centerline of Wildlife Boulevard;

thence the following 3 courses along said centerline:

(1) northwesterly 1236.30 feet along the arc of a 900.00-foot radius curve to right (chord bears North 64°08'09" West 1141.37 feet);

(2) northwesterly 826.90 feet along the arc of a 750.00-foot curve to the left (chord bears North 56°22'06" West 785.65 feet);

(3) North 87°57'13" West 70.06 feet to the easterly right-of-way line of Village Parkway;

northeasterly 43.02 feet along the arc of an 803.50-foot radius curve to the left (chord bears North 00°30'45" East 43.01 feet) to the northeasterly right-of-way line of Wildlife Boulevard;

thence the following two courses along said right-of-way line:

(1) South 87°57'13" East 71.21 feet;

(2) southeasterly 839.33 feet along the arc of a 793.00-foot radius curve to the right (chord bears South 57°37'55" East 800.70 feet);

North 61°29'27" East 26.94 feet;

northeasterly 296.44 feet along the arc of a 200.00-foot radius curve to the left (chord bears North 77°28'51" East 270.04 feet);

northeasterly 200.77 feet along the arc of 300.00-foot radius curve to the right (chord bears North 54°11'32" East 197.04 feet);

northeasterly 161.05 feet along the arc of a 500.00-foot radius curve to the left (chord bears North 64°08'13" East 160.35 feet);

northeasterly 126.83 feet along the arc of a 500.00-foot radius curve to the right (chord bears North 62°10'35" East 126.49 feet);

northeasterly 164.19 feet along the arc of a 500.00-foot radius curve to the left (chord bears North 60°02'08" East 163.45 feet);

northeasterly 154.28 feet along the arc of a 2000.00-foot radius curve to the right (chord bears North 52°50'16" East 154.24 feet) to the point of beginning.

OBM SCOTT, LTD

DESCRIPTION OF REAL PROPERTY

EXHIBIT A

Beginning at a point located North 89°45'06" West along the section line 2,744.32 feet to the North Quarter Corner and North 89°46'35" West along the section line 1,102.84 feet and South 3,111.11 feet from the Northeast Corner of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 59°15'27" West 483.71 feet; thence along an arc of a 543.00 foot radius curve to the right 958.07 feet (chord bears North 70°11'45" West 838.55 feet); thence along an arc of a 457.00 foot radius curve to the left 219.71 feet (chord bears North 33°25'20" West 217.60 feet); thence North 47°11'42" West 97.90 feet; thence North 42°48'06" East 206.15 feet; thence along an arc of a 803.50 foot radius curve to the left 479.70 feet (chord bears North 25°42'06" East 472.61 feet); thence North 08°35'54" East 50.29 feet; thence along an arc of a 250.00 foot radius curve to the right 188.26 feet (chord bears North 48°37'43" East 183.84 feet); thence North 72°44'28" East 205.87 feet; thence along an arc of a 2,590.00 foot radius curve to the left 1,318.31 feet (chord bears South 32°56'48" East 1,304.13 feet) to the point of beginning.

Containing1,054,373.00 square feet or 24.21 acres, more or less.

UTAH PACIFIC HOLDINGS, LLC

DESCRIPTION OF REAL PROPERTY

EXHIBIT "B"

Exhibit "B"- **Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact**

CITY OF SARATOGA SPRINGS

PLANNING COMMISSION STAFF REPORT

THE VILLAGES @ SARATOGA SPRINGS MASTER DEVELOPMENT PLAN AND AGREEMENT MARCH 28, 2013 PUBLIC HEARING

Applicant/Owner:	Mike Stewart / Multiple Owners
Location:	West side of Redwood Road from 2800 South to 3600 South
Major Street Access:	Redwood Road, Village Parkway, Wildlife Boulevard
Land area:	Approximately 738 acres
Land Use Plan Designation:	Low Density, Medium Density and High Density Residential, Institutional/Civic, Regional Commercial
Zone:	R-3, PUD Overlay and RC, Regional Commercial
Zoning of Adjacent Parcels:	R-3, Low Density Residential (north and east), A, Agricultural (south and west)
Current Use:	Residential
Previous Meeting Dates:	February 13, 2013 and March 14, 2013

DESCRIPTION:

This is a request for review and approval of a Master Development Plan and Agreement for the Villages at Saratoga Springs. The site is located on the west side of Redwood Road between 2800 South and 3600 South. The site includes approximately 738 acres of land and is currently zoned R-3, PUD Overlay and RC, Regional Commercial. The original Master Development Plan and Agreement was approved by the City Council and recorded on November 13, 2002. This agreement included 1076 acres of land zoned for various residential and commercial uses. The purpose of this request is to approve a second Master Development Plan and Agreement for the remaining undeveloped properties. The proposed Master Development Plan and Agreement would be valid for 10 years from the date of recordation.

City staff has been working with the applicant and the multiple owners for a number of months on this project. During this period a number of important revisions have been made to the document allowing for substantial progress. It's important to note that the proposed Master Development Plan and Agreement is vastly improved as compared to the original document.

Review Process:

Section 19.13.08 Master Development Plans, outlines the purpose and procedure of a Master Development Plan review. The Master Development Plan process is established to provide a mechanism for the following:

- Approval of a land use and zoning plan for a specified geographic area that is proposed for development;
- Identification of utilities and other public infrastructure that will be required to be installed in order to service the proposed development; and
- Creation of a development agreement that identifies general land uses, residential densities, size of non-residential developments, possible funding obligations for construction of public infrastructure, and general phasing of the development.

Recommendation:

Staff has reviewed the proposal for compliance with Land Development Code requirements and other land use policies of the City and recommends approval of the Master Development Plan and Agreement based on the findings stated in this report and subject to the following conditions:

Conditions:

1. That all the requirements of the City Engineer, be met;
2. That all requirements of the Fire Chief be met;
3. That all proposed residential development be required to comply with the R-3, PUD Overlay Zone requirements at time of Subdivision and/or Site Plan review;
4. That all proposed commercial development be required to comply with the RC, Regional Commercial Zone at the time of Subdivision and/or Site Plan review;
5. That all proposed residential or commercial development be subject to all requirements of the most current Land Development Code at the time of application;
6. That the applicant, and the multiple owners comply with all requirements of the Master Development Plan and Agreement;
7. That the Master Development Plan and Agreement be valid for a period of 10 years from the date of recordation;
8. That proposed revisions to the Master Development Plan and Agreement be reviewed by City staff to determine if an amendment is required.

Findings:

Master Development Plan

A Master Development Plan shall be required of any development that is in excess of twenty acres in size if non-residential or in excess of 160 acres in size if residential. The Planning Commission shall not recommend and the City Council shall not approve any Subdivision or Site Plan unless it is part of a previously approved Master Development Plan. The applicant is following the requirements within the Land Development Code. Approval of a Master Development Plan will allow for the multiple owners to subdivide and development property as per the Land Development Code.

General Plan – Land Use
The Land Use Map of the General Plan indicates Low Density, Medium Density and High Density Residential for this site. In addition, Institutional/Civic and Regional Commercial land uses are indicated. The site is currently zoned R-3, PUD Overlay and RC, Regional Commercial in compliance with the Land Use Map of the General Plan. The R-3, PUD Overlay Zone is intended to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to City standards. Planned Unit Developments may be permitted within this designation. Regional Commercial areas are characterized by a variety of retail users including big box retail configured in developments that provide vehicular access to and from major transportation facilities. The proposed Master Development Plan is in compliance with the General Plan.

Zoning
The site is currently zoned R-3, PUD Overlay and RC, Regional Commercial. The applicant and the multiple owners are requesting to retain the existing zoning. The proposed land uses include single family and multi-family residential, as well as commercial uses which are permitted on the site. Additional review of land uses on this site will occur at the time of Subdivision and/or Site Plan review.

The Land Development Code requires 30% open space for developments within the R-3, PUD Overlay Zone. The original Master Development Plan allowed for 25% open space. The applicant is working with City staff to meet current Land Development Code requirements as discussed with the Planning Commission on March 14, 2013. A summary of Parks and Open Space improvements as well as associated exhibits have been included within the Master Development Plan and Agreement.

Streets and Utilities
The site is accessed from three public streets, Redwood Road, Village Parkway, and Wildlife Boulevard. The dedication of these right-of-ways is complete adjacent to most developed areas. However, many areas within the site still require dedication of important public right-of-ways. The Master Development Plan and Agreement includes a summary of all Roadway Improvements within the overall project. A number of associated exhibits have also been provided.

Utility information including culinary and secondary water, storm drainage and sanitary sewer, is required for this project. As previously indicated, the Master Development Plan and Agreement includes a summary of each improvement type with associated exhibits.

Other
This application complies with Section 19.13.04 of the Land Development Code as it was previously noticed to the Daily Herald (newspaper of general circulation) at least seven days in advance. This item was also placed on the State website for public notices at least seven days in advance. This item was posted at least three calendar days before the public hearing in the City Offices prior to the March 28, 2013 Planning Commission meeting. Finally, notice was provided by first class mail, at least three calendar days before the public hearing and addressed to the record owner of each parcel within 300 feet of the property.

This application complies with Section 19.13.08 of the Land Development Code as the Planning Commission will hold a public hearing on March 28, 2013 and forward a recommendation to the City Council.

Staff Contact:

Jim McNulty
Planning Director
801-766-9793, ext. 107
jmcnulty@saratogaspringscity.com

List of Attachments:

Location Map
Master Development Plan and Agreement

CITY OF SARATOGA SPRINGS

Planning Commission Meeting

Thursday, March 28, 2013
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

MINUTES

Work Session 6:34 P.M.

Present:
Commission Members: Jeff Cochran, Chris Strickland, Sandra Steele, Kristen Hood, Eric Reese and Jarred Henline
Absent Members: Earl Halvas
Staff: Lori Yates, Jim McNulty, Sarah Carroll, Kevin Thurman, Jeremy Lapin
Others: Mike Stewart, Jaines DeYoung, Scott Richardson, Nathan Anderson, Brad Mandala, Teresa Mandala, Kai Anxein, Shauna & Brad Hougne, Darrell Cropper, Taunya Parker, Ryan Poduska, Donna Woodhouse, Ken & Deven Sandon, Hillary Almond, Jason Zarogoza, Michelle Johnson, Michael Bailey, Nathaniel Williams, Michelle Davis

Sandra Steele stated that she has noticed that the signs located in the windows of the martial arts building seem to be larger than 20 percent of the window. She also noticed tires being stacked in the outside corner of the tire store. Jim McNulty stated that the owner of the martial arts building realizes that he is in violation of the sign ordinance. Jim also stated that he will investigate the tires situation located outside of the tire store.

Pledge of Allegiance led by Stetson Wendel.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

4. Pubic Hearing: The Villages at Saratoga Springs Master Development Plan and Agreement located on the west side of Redwood Road from 2800 South to 3600 South, Mike Stewart, applicant.

Jim McNulty presented the Villages at Saratoga Springs Master Development Plan and Agreement. Staff recommends approval based on the findings and conditions listed in the March 28, 2013 staff report.

Mike Stewart, applicant, summarized the Master Development Plan and Agreement. Mike also went through his presentation for the Commission and residents.

Jeff Cochran opened the public input.

Ryan Poduska, president of the Fox Hollow HOA, stated that staff and the applicants have done an excellent job with the Amended Master Development Plan. Ryan stated that the regional park should be a high priority. He also stated that he would encourage Neighborhood 4 not to exceed 10 units per acre. He is in favor of Medium Density Residential in this area.

Brad Mandala, a resident of the Fox Hollow development, asked the applicant, Mike Stewart to provide an overview of what the overall plan will be. Mike Stewart, applicant, reviewed the original master plan and the parts of the plan

that have been currently constructed and what is planned to be completed. He then reviewed the existing improvements.

Amanda Lewis, member of Fox Hollow HOA, asked that the landscape section of the existing Design Guidelines per Section 6 of Exhibit "M" be maintained. Jim McNulty stated that the applicant has responded to that request and agrees to maintain the landscape requirements.

Brad Mandala stated that he is concerned with high density in Neighborhood 4. He feels that this area could become an area of rental homes which would lower the value of surrounding homes and could create potential issues.

Allen Haysit asked who is responsible for infrastructure. At the current time, the traffic is impacting the area and there should be restrictions on the development until the complete road systems are built to handle the future development.

Nathan Anderson asked what the plans are for the infrastructure and if additional schools will be built to area.

Wes Ottman asked what is being proposed for the property located next to the existing church.

Darrell Cropper asked for clarification as to what is being proposed on the commercial property and a possible timeline on the road connecting Swainson Avenue.

Jeff Cochran closed the public input.

Mike Stewart stated that this project has a variety of housing types and will encourage development in the area. Mike stated that the infrastructure will be done concurrently with each phase. He stated the Redwood Road is a UDOT facility and that they are continually improving the roads to accommodate the growth. Mike stated that the land near the current church has been approved for attached housing and stated that the improvements to that area are complete. Mike stated that at this time it's not known what type of commercial will be coming to the area. Mike also stated that Swainson Avenue will need to be completed prior to additional homes being built in the area.

Kristen Hood asked if there is any interest in the Neighborhood 4 area. Mike Stewart stated that this phase would be market driven. Kristen asked what the timeline would be for the proposed regional park. Kevin Thurman stated that the Master Development Agreement states that the park would be completed before the 2000th building permits are issued. Kevin also stated that the land designated for the park has not been deeded to the City at this time. Kristen stated that she is glad to see this development moving forward.

Jarred Henline acknowledged and stated that this development has been part of the city's long term plan and this existing MDA has been in place for many years. He believes this is ready to move forward.

Chris Strickland asked if the regional park would be maintained by the City. Staff indicated that the City would indeed maintain the park. Chris stated that park is dependent on the development of the area and there is not much the city can do. Kevin Thurman stated that if the park property was dedicated to the City at this time there would be an SID payment that would need to be collected. Chris stated that unfortunately the City doesn't have a say with the roads owned by UDOT. Jeremy Lapin stated that unfortunately UDOT only plans for the current development and not future development demands.

Eric Reese stated that the overall plan is actually giving back density throughout. He also stated that schools have been addressed. Eric also stated that the future Foothill Boulevard will be a substantial road for this area.

Sandra Steele stated that the HOA Design Guidelines only allow the HOA 10 days to approve architectural plans and elevations. She feels this is not enough time for these plans. Sandra suggested that the HOA be allowed 30 days after submittal or re-submittal of those plans. She stated that she is concerned with the sensitive lands that were once marked in the MDA. Sandra felt that some of the drainage areas that should be included in sensitive lands and should be protected. Kevin Thurman stated that the City is restricted by the definition of sensitive lands. Jeremy Lapin stated that per the definition drainage areas could be defined as sensitive areas. Sandra feels that there is a need of more open space.

Jeff Cochran would agree with Sandra Steele's request with allowing additional time for the HOA's architectural review. He stated that he is pleased to see this development moving forward. Jeff stated that the Planning Commissions responsibility is to make sure that the City's Land Development Code is being met and feels that the applicant has complied with those requirements.

A motion was made by Chris Strickland and seconded by Kristen Hood to forward a positive recommendation to the City Council for the Villages at Saratoga Springs Master Development Plan and Agreement located on the west side of Redwood Road from 2800 South to 3600 South, Mike Stewart, applicant and to include staff's findings and conditions listed in March 28, 2013 staff report. Aye: Chris Strickland, Kristen Hood, Eric Reese, Jarred Henline, Sandra Steele, and Jeff Cochran.

Subject to:
1. That 30 days be allowed for the HOA to review building plans rather than a 10 day process.
2. That 15 days be allowed for the HOA to review re-submittals of building plans.

5. Public Hearing: Preliminary Plat for Talons Cove Townhomes located at approximately 45 East Fairway Boulevard, Tig Brown, applicant.

Sarah Carroll presented the Preliminary Plat for Talons Cove Townhomes. Staff recommends approval with the findings and conditions listed in the staff report dated March 28, 2013.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Sandra Steele expressed concern with no extra parking on the south end of the development. She asked if it were possible to include 3-4 additional parking stalls on the south street. Tig Brown, applicant stated that each unit potentially has 4 parking areas. Tig stated that the parking is in the best location because it is close to the amenities. Sandra commended the applicant for having ADA accessible playground equipment. Sandra also asked if it is possible to add swings to the play area. Tig Brown, applicant, stated that it was at the best interest of the development to have higher quality equipment instead of installing swings. Sandra indicated that snow stacking needs to be shown on the plans as well. She then stated that additional lighting should be considered in the darker areas in between buildings. Sarah Carroll stated that the lighting plan meets City Code, but if you felt that there is a safety concern; staff could address this issue. Sandra stated that she would prefer the trim on the elevations be beige instead of white.

Eric Reese stated that he is pleased with the proposed project.

Chris Strickland agreed with adding additional lightings to the darker area between buildings and thought this would be appreciated by the residents. He stated that parking is always a concern and asked if parking would be allowed along the streets. Sarah Carroll stated that parking along the streets would need to be considered by the HOA. Tig Brown, applicant stated that the streets will be private roads and no on-street parking will be allowed. Chris asked if there will be a pool installed in another location within the Master HOA. Tig Brown stated that the HOA didn't want to be burdened with a pool but a splash pad will be installed within the private Sub-Association.

Jarred Henline had no comments regarding this project at this time.

Kristen Hood stated that she would hesitate to include additional lighting, she feels that what is being proposed is sufficient. She agrees with the white shown on the elevations. She asked if there would be fencing around the development besides the retaining wall. Tig Brown stated that there won't be fencing around the development there will be a retaining wall located on the west side of the development. Kristen suggested a half fence near the park space since the park is located near the road. Kristen pointed out an area that could potentially accommodate additional parking. Sarah Carroll stated that the area proposed by Kristen is not feasible due to the slopes in that area.

Jeff Cochran agreed with including additional parking and feels that this would be a benefit to the community and asked if the applicant would possibly consider this request. Jeff also agreed with fencing installed near the park space which could eliminate the safety concerns.

Kevin Thurman stated that staff could research if it is possible to require fencing in this development.

Sandra Steele asked if staff could require additional parking. Kevin Thurman stated that this application meets the requirements of the City Code.

A motion was made by Chris Strickland and seconded by Jarred Henline to forward a positive recommendation to the City Council for the Preliminary Plat for Talons Cove Townhomes located at approximately 45 East Fairway Boulevard, Tig Brown, applicant including the findings and conditions listed in the staff report dated March 28, 2013. Aye: Chris Strickland, Jarred Henline, Eric Reese, Kristen Hood, Sandra Steele and Jeff Cochran.

Sandra Steele asked to amend the motion to include additional lighting and fencing. Chris Strickland stated that he would reject the amended request and leave the motion as stated by Chris Strickland.

6. Public Hearing: Revision to the Land Development Code (Section 19.04.240, Public School Bus Lot Zone).

Jim McNulty presented the revisions to the Land Development Code, Section 19.04.240, Public School Bus Lot Zone.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Sandra Steele asked if the bonding requirements would be listed in this section of the Land Development Code. Jim McNulty stated that the bonding requirements are not listed in this section, but are listed in the Land Development Code.

Kristen Hood stated that she would like the term "solid" add to wall in Section 10 of this draft ordinance.

A motion was made by Jarred Henline and seconded by Sandra Steele to forward a positive recommendation to the City Council for the Revisions to the Land Development Code (Section 19.04.240, Public School Bus Lot Zone including the conditions and findings listed in the staff report dated March 28, 2013 and to include a requirement for a solid wall in Section 10. Aye: Jarred Henline, Sandra Steele, Kristen Hood. Eric Reese, Chris Strickland and Jeff Cochran.

7. Open and Public Meeting Training.

Kevin Thurman stated that Open and Public meeting training is required by law to those serving the Planning Commission board. He discussed the Declaration of Public Policy, Open Public Meeting Act and Section 52-4-205.

8. Minutes:

a. March 14, 2013.

A motion was made by Kristen Hood and seconded by Eric Reese to approve the March 14, 2013 minutes subject to the corrections made by Sandra Steele. Aye: Kristen Hood, Eric Reese, Jarred Henline, Chris Strickland, Sandra Steele and Jeff Cochran.

9. Director's report.

Jim McNulty stated that the next Planning Commission meeting will be held on April 11, 2013. Jim also stated that he is working with the Utah League of Cities and Towns to arrange training for the Planning Commission. This will take place possible in late April or early May. Jim then presented Chris Strickland with a plaque for his years of service on the Planning Commission. The Commission thanked Chris and wished him well.

Motion to adjourn at 9:32 p.m. was unanimous.

April 11, 2013
Date

Lori Yates, City Recorder

EXHIBIT "C"

Exhibit "C"- **City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions**

CITY OF SARATOGA SPRINGS

CITY COUNCIL STAFF REPORT

THE VILLAGES @ SARATOGA SPRINGS MASTER DEVELOPMENT PLAN AND AGREEMENT APRIL 16, 2013

Applicant/Owner:	Mike Stewart / Multiple Owners
Location:	West side of Redwood Road from 2800 South to 3600 South
Major Street Access:	Redwood Road, Village Parkway, Wildlife Boulevard
Land area:	Approximately 738 acres
Land Use Plan Designation:	Low Density, Medium Density and High Density Residential, Institutional/Civic, Regional Commercial
Zone:	R-3, PUD Overlay and RC, Regional Commercial
Zoning of Adjacent Parcels:	R-3, Low Density Residential (north and east), A, Agricultural (south and west)
Current Use:	Residential
Previous Meeting Dates:	2/28/2013, 3/14/2013, 3/19/2013 and 3/28/2013

DESCRIPTION:

This is a request for review and approval of a Master Development Plan and Agreement for the Villages at Saratoga Springs. The site is located on the west side of Redwood Road between 2800 South and 3600 South. The site includes approximately 738 acres of land and is currently zoned R-3, PUD Overlay and RC, Regional Commercial. The original Master Development Plan and Agreement was approved by the City Council and recorded on November 13, 2002. The original agreement included 1076 acres of land zoned for various residential and commercial uses. The purpose of this request is to approve a second Master Development Plan and Agreement for the remaining undeveloped properties. The proposed Master Development Plan and Agreement would be valid for 10 years from the date of recordation.

City staff has been working with the applicant and the multiple owners for a number of months on this project. During this period a number of important revisions have been made to the document allowing for substantial progress. It's important to note that the proposed Master Development Plan and Agreement is vastly improved as compared to the original document.

Review Process:

Section 19.13.08 Master Development Plans, outlines the purpose and procedure of a Master Development Plan review. The Master Development Plan process is established to provide a mechanism for the following:

- Approval of a land use and zoning plan for a specified geographic area that is proposed for development;
- Identification of utilities and other public infrastructure that will be required to be installed in order to service the proposed development; and
- Creation of a development agreement that identifies general land uses, residential densities, size of non-residential developments, possible funding obligations for construction of public infrastructure, and general phasing of the development.

Recommendation:

Staff has reviewed the proposal for compliance with Land Development Code requirements and other land use policies of the City and recommends approval of the Master Development Plan and Agreement based on the findings stated in this report and subject to the following conditions:

Conditions:

1. That all the requirements of the City Engineer, be met;
2. That all requirements of the Fire Chief be met;
3. That all proposed residential development be required to comply with the R-3, PUD Overlay Zone requirements at time of Subdivision and/or Site Plan review;
4. That all proposed commercial development be required to comply with the RC, Regional Commercial Zone at the time of Subdivision and/or Site Plan review;
5. That all proposed residential or commercial development be subject to all requirements of the most current Land Development Code at the time of application;
6. That the applicant, and the multiple owners comply with all requirements of the Master Development Plan and Agreement;
7. That the Master Development Plan and Agreement be valid for a period of 10 years from the date of recordation;
8. Upon expiration of the Master Development Agreement, any property that has not received final approval and does not have a recorded plat will automatically revert to a R-3 Zone with no PUD Overlay Zone.
9. That proposed revisions to the Master Development Plan and Agreement be reviewed by City staff to determine if an amendment is required.

Findings:

Master Development Plan

A Master Development Plan shall be required of any development that is in excess of twenty acres in size if non-residential or in excess of 160 acres in size if residential. The Planning Commission shall not recommend and the City Council shall not approve any Subdivision or Site Plan unless it is part of a previously approved Master Development Plan. The applicant is following the requirements within the Land Development Code. Approval of a Master Development Plan will allow for the multiple owners to subdivide and develop property as per the Land Development Code.

General Plan – Land Use
The Land Use Map of the General Plan indicates Low Density, Medium Density and High Density Residential for this site. In addition, Institutional/Civic and Regional Commercial land uses are indicated. The site is currently zoned R-3, PUD Overlay and RC, Regional Commercial in compliance with the Land Use Map of the General Plan. The R-3, PUD Overlay Zone is intended to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is characterized by neighborhoods with streets designed to City standards. Planned Unit Developments may be permitted within this designation. Regional Commercial areas are characterized by a variety of retail users including big box retail configured in developments that provide vehicular access to and from major transportation facilities. The proposed Master Development Plan is in compliance with the General Plan.

Zoning
The site is currently zoned R-3, PUD Overlay and RC, Regional Commercial. The applicant and the multiple owners are requesting to retain the existing zoning. The proposed land uses include single family and multi-family residential, as well as commercial uses which are permitted on the site. Additional review of land uses on this site will occur at the time of Subdivision and/or Site Plan review.

The Land Development Code requires 30% open space for developments within the R-3, PUD Overlay Zone. The original Master Development Plan allowed for 25% open space. The applicant will meet the current Land Development Code requirements by providing 30% open space. A summary of Parks and Open Space improvements as well as associated exhibits have been included within the Master Development Plan and Agreement.

Streets and Utilities
The site is accessed from three public streets: Redwood Road, Village Parkway, and Wildlife Boulevard. The dedication of these right-of-ways is complete adjacent to most developed areas. However, many areas within the site still require dedication of important public right-of-ways. The Master Development Plan and Agreement includes a summary of all Roadway Improvements within the overall project. A number of associated exhibits have also been provided.

Utility information including culinary and secondary water, storm drainage and sanitary sewer, is required for this project. As previously indicated, the Master Development Plan and Agreement includes a summary of each improvement type with associated exhibits.

Other
This application complies with Section 19.13.04 of the Land Development Code as it was previously noticed to the Daily Herald (newspaper of general circulation) at least seven days in advance. This item was also placed on the State website for public notices at least seven days in advance. This item was posted at least three calendar days before the public meeting in the City Offices prior to the April 16, 2013 City Council meeting.

This application complies with Section 19.13.08 of the Land Development Code as the Planning Commission held a public hearing on March 28, 2013 and forwarded a positive recommendation to the City Council. The City Council will hold a public meeting on April 16, 2013.

Staff Contact:

Jim McNulty
Planning Director
801-766-9793, ext. 107
jmcnulty@saratogaspringscity.com

List of Attachments:

Location Map
Master Development Plan and Agreement
Revised Map Exhibits
Draft Planning Commission Minutes (3/28/2013)

EXHIBIT "D"

Exhibit "D"-	**Unit Summary**
Exhibit "D-1"-	**Master Development Plan**
Exhibit "D-2"	**Existing Improvements**

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, April 16, 2013
Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL MINUTES

WORK SESSION-Commencing at 6:04 p.m.

Present:
Council Members: Mayor Love, Councilman Miller, Councilwoman Baertsch, Councilwoman Call, Councilman McOmber and Councilman Poduska
Staff: Lori Yates, Mark Christensen, Spencer Kyle, Kevin Thurman, Jeremy Lapin, Jim McNulty, Chief Gary Hicken, Chief Jess Campbell
Others: Ron Johnston, Julie King, Marilyn Sanford, Dick Sanford, Jennifer Klingonsmith, Ryan Poduska, Mike Stewart, Tayna Perlur, Darcey Williams, Nicole Carter, Annalece Weber, Taylor Cornwell, Tyler Ivie, AnnElise Harrison, Dan Cary

1. Update on the City entry feature monument.

Jim McNulty stated that based on the monuments signs shown at the previous meeting; staff has prepared three proposed signs that may work for the Four Corners area. Jim presented the proposed monument signs which included the landscaping, lighting and possible water features.

Councilman Poduska stated that he likes the stone/rock monument with the cascade water feature. He asked what the cost for such features would be. Jeff Krantz stated that the v-shaped monument sign would be more visible from both angles.

Councilman Miller stated that he likes the two-sided monument with the wall in front of the sign. He asked if lighting would be behind the logo sign. Jeff Krantz stated that there could be potential backlighting. Councilman Miller stated that he likes the layout.

Councilman McOmber stated that he too likes the two wall approach monument sign. He would like to see only one logo vocal point and suggested that the water feature be positioned in the middle.

Mark Christensen stated that we need to be conscientious of the monument design so that it doesn't create any encroachment on the property owners. Councilman McOmber stated that the City should work with those current property owners.

Councilwoman Call stated that she is pleased with the proposed monument sign, but is concerned with the investment and cost of the signs. She asked if it would be possible if the signs could be done in phases. She also stated that the font might cast a shadow effect. She would favor the two sided monument. Jeff Krantz stated that the font could be worked with to lessen that concern.

Councilwoman Baertsch agreed with the two sided monument and agreed with the suggestion mentioned by the Council.

Jeff Krantz stated that the monument could be done in phasing if this is what the Council would like.

POLICY SESSION- will follow Work Session.

Present:
Council Members: Mayor Love, Councilman Miller, Councilwoman Baertsch, Councilwoman Call and Councilman McOmber and Councilman Poduska

Staff: Lori Yates, Mark Christensen, Spencer Kyle, Kevin Thurman, Jeremy Lapin, Jim McNulty, Chief Gary Hicken, Chief Jess Campbell
Others: Ron Johnston, Julie King, Marilyn Sanford, Dick Sanford, Jennifer Klingonsmith, Ryan Poduska, Mike Stewart, Tayna Perlur, Darcey Williams, Nicole Carter, Annalece Weber, Taylor Cornwell, Tyler Ivie, AnnElise Harrison, Dan Cary

- **Call to Order by Mayor Love**
- **Roll Call.**
- **Invocation/Reverence was given by Councilman McOmber**
- **Pledge of Allegiance was led by Tyler Ivie**

Mayor Love opened the public input.

Julie King, representative of the PTA, expressed her appreciation to everyone that was involved with construction of the canal crossing which is located near the Riverview Elementary. She also asked if a crossing guard could be provided near the canal crossing since it is located outside of the school zone. She also asked if it would be possible to extend the school zone to the canal crossing as well.

Ryan Poduska thanked the City's Code Enforcement, especially Officer Angie Oldham for her work and efforts in enforcing the completion of many landscaped yards. He expressed his appreciation for the work that has been done on the Villages of Saratoga Springs MDA and the property owners/developers willingness to allow the opinion of the HOA. He would recommend that the density in Neighborhood 4 be less than the R-10 that is being proposed. He also asked that the homes that have are already built be considered into the number of homes needed for the building of the regional park. He asked that this park be considered one of the parks to be built in the near future.

Mayor Love stated that as a resident and the Mayor of the City she appreciates those that are in attendance tonight. She wanted to make it known that as the Mayor, she and the City Council are not receiving any City benefits or pension. She stated that their position here is to the serve the residents of the Saratoga Springs.

Mayor Love closed the public input.

Darcey Williams, Pageant Director, introduced the City of Saratoga Springs Royalty; Nicole Carter, Miss Saratoga Springs, Annalece Weber, first attendant, Taylor Cornwell, second attendant. She stated that she is excited to have these young ladies a part of the City. Mayor Love thanked Darcey Williams and AnnaElise Harris for their work that has been done with the City's Pageant.

Mark Christensen introduced Owen Jackson, as the City's Public Relations Manager.

Fire Chief Jess Campbell stated that the local Kiwanis club has established a baseball and softball leagues here in the City of Saratoga Springs. The funds collected will be used to build a baseball field here within the City.

POLICY ITEMS

1. **Consent Calendar:**
   a. Award of Bid for the Sunrise Meadows Well.
   b. Award of Bid for Well #4.
   c. Final Bond Release and Acceptance of Subdivision Improvements and Commencement of a one-year warranty for Western Hills.
   d. Final Bond Release and Acceptance of Subdivision Improvements and Commencement of a one-year warranty for Landrock Estates.
   e. Approval of Minutes:
      i. March 5 and 19, 2013,

A motion was made by Councilwoman Baertsch and seconded by Councilman Miller to approve item 1.a. -1.d. and to table 1.e. of the consent calendar. Aye: Councilwoman Baertsch, Councilman Miller, Councilman Poduska, Councilman McOmber and Councilwoman Call.

2. Resolution R13-8 (4-16-13): A resolution appointing a member to the Library Advisory Board and establishing an effective date.

A motion was made by Councilman Miller and seconded by Councilman Poduska to approve Resolution R13-8 (4-16-13): A resolution appointing a member to the Library Advisory Board and establishing an effective date. Aye: Councilman Miller, Councilman Poduska, Councilman McOmber, Councilwoman Baertsch and Councilwoman Call.

3. Approval of Law Enforcement Services Agreement between City of Saratoga Springs and Bluffdale City.

Mark Christensen stated that the proposed Law Enforcement Service Agreement has been reviewed by staff and is extension of the current agreement. Staff recommends approval.

Councilwoman Call asked if staff could explain what defines a consumable supply which is listed in the contract. Mark Christensen stated that they are items which are supplied to each of the vehicles such as bullets, rubber gloves, etc. Councilwoman Call asked what the fuel cost is for their vehicles. Mark Christensen believes that Bluffdale has asked to manage their Fleet and this would also include the fuel cost.

Councilwoman Baertsch asked why there are asterisk signs on the overtime and commercial truck line items within the contract. Mark Christensen stated that those are as needed purposes. Councilwoman Baertsch asked why there isn't a dollar amount showing for the Citizens Academy. Mark Christensen stated that if that program is one that will proceed; the City of Bluffdale will then pay for the program.

Kevin Thurman asked that the Council add language to the motion which would include the new contract terms.

4. Resolution R13-11 (4-16-13): A resolution adopting the Law Enforcement Agreement between City of Saratoga Springs and Bluffdale City.

A motion was made by Councilman Miller and seconded by Councilwoman Call to approve Resolution R13-11 (4-16-13): A resolution adopting the Law Enforcement Agreement between City of Saratoga Springs and Bluffdale City and adopting the new contract terms. Aye: Councilman Miller, Councilwoman Call, Councilman McOmber, Councilman Poduska and Councilwoman Baertsch.

5. Public Hearing: Proposed Budget Amendment to the Fiscal Year 2012-2013 budget.

Chelese Rawlings presented the proposed budget amendment from the 2012-2013 budget to the Council.

Councilwoman Baertsch asked why the energy tax decreased. Chelese Rawlings stated that the energy tax is collected by the utility companies and the showing estimate is rather than what has been received. Councilwoman Baertsch asked if the donation from Bank of American Fork was received for the library. Chelese Rawlings stated that donation has not been received.

Councilwoman Call asked if the franchise tax was estimate at a higher percentage. Chelese Rawlings stated that the percentage for the franchise tax has not been lower. She isn't sure why the budget numbers are different. Mark Christensen stated that staff will research this item and provide the Council with an update. Councilwoman Call asked why there is a lower amount collect from the ACE court. Kevin Thurman stated that there were a number of fees collected last year and this year those numbers have been lower. Councilwoman Call asked where the additional money for Civic Events has come from. Is it fundraising money? Chelese Rawlings stated that it is City budgeted money. Councilwoman Call feels that the money allocated for the fireworks is a lot and would not support having the fireworks this year.

Mayor Love asked if the Council would approve having the fireworks this year. Councilwoman Baertsch, Councilwoman Call and Councilman Miller disapproved with allowing fireworks for the City's Splash Day's. Councilman McOmber and Councilman Poduska approved the fireworks. The vote was unanimous that no fireworks will take place during the Saratoga Springs Splash Day's.

Councilman Poduska stated that he has noticed the property tax revenues have increased. Mark Christensen stated that the increase is due to new growth within the city. Mark stated that the property taxes have not increase at all.

Mayor Love indicated that the property taxes cover only public safety.

Mayor Love opened the public input.

No public input at this time.

Mayor Love closed the public input.

6. Resolution R13-9 (4-16-13): A resolution amending the City of Saratoga Springs budget for Fiscal Year 2012-2013 and establishing an effective date.

A motion was made by Councilwoman Call and seconded by Councilwoman Baertsch to approve Resolution R13-9 (4-16-13): A resolution amending the City of Saratoga Springs budget for Fiscal Year 2012-2013 and establishing an effective date and removing the $7,000 budget which has been allocated for the fireworks. Aye: Councilwoman Call, Councilwoman Baertsch, Councilman Miller and Councilman Poduska. Nay: Councilman McOmber.

7. Public Hearing: Rezone and General Plan Amendment for Times Square at Saratoga Springs located at approximately 1186 North Redwood Road, Dan Cary, applicant.

Jim McNulty presented the Rezone, General Plan Amendment and Concept Plan for Times Square at Saratoga Springs project. He stated that the Planning Commission has forwarded a positive recommendation to the City Council.

Councilman Poduska stated that he is excited to see this project move forward and is also pleased with the layout of the Concept Plan. He expressed some concerns with the entrance into the project and exiting onto Redwood Road. He suggested that a pork chop or similar design feature at that intersection be installed.

Councilman Miller stated that this the applicant has done a great job with the plan. He is pleased with the additional parking; he has no issue with the access in and out of the development. He looks forward to seeing the project completed.

Councilman McOmber stated that he appreciates the large amount of parking. He asked the applicant if the roundabout would be completed. Dan Cary stated that it would be finished. Councilman McOmber stated that this project will enhance those properties that surround this development. He also asked if the existing home on this property would stay. Dan Cary stated that the home would be demolished. Councilman McOmber stated that he is excited for this development.

Councilwoman Call stated that she too is excited about the project. She stated that the overall layout is great. She stated that she would like to see an inlet for the deliveries at the hardware store. Councilwoman Call asked that staff be sensitive to proposed roads which may cause concerns with the proposed buildings. Jeremy Lapin stated that the 80 East road that was previously discussed by Councilwoman Call is almost completed. Councilwoman Call stated that her question then has been mitigated.

Councilwoman Baertsch suggested shifting the entrance to this development to the north of the property. This would give the surrounding developments a possible second access. Jeremy Lapin stated that this is at the discretion of UDOT. Councilwoman Baertsch asked staff if this would be an option to review. Mark Christensen stated that a restaurant pad would be eliminated if the road was repositioned. Councilwoman Baertsch stated that there is only one dumpster being shown. Dan Cary stated that more would be added to the site. Councilwoman Baertsch asked that a landscape buffer be placed adjacent to the current townhomes. Jim McNulty stated that there would be a wall

that would buffer those existing homes as well as landscaping. She asked that all of the landscaping islands be shown. She thanked the applicant for the additional parking and the businesses that have shown their interest.

Mayor Love stated that this proposed plan works very well. She thanked the applicant for his willingness to work with the City.

Mayor Love opened the public input.

No public input at this time.

Mayor Love closed the public input.

Kevin Thurman stated he would recommend that the ordinance to rezone the property be approved at the time that the Master Development Agreement is approved. Mayor Love asked if this would not slow down the applicant.

Dan Cary stated that he is fine with this request, but asked that he be able to move forward with the development.

8. Concept Plan for Times Square at Saratoga Springs located at approximately 1186 North Redwood Road, Dan Cary, applicant.

Jim McNulty presented this item with the item #7.

9. Ordinance 13-6 (4-16-13): An ordinance of the City of Saratoga Springs, Utah adopting amendments to the Saratoga Springs City's official zoning map for certain real property; instructing the City staff to amend the City zoning map and other official zoning records of the City; and establishing an effective date. (Times Square at Saratoga Springs)

A motion was made by Councilwoman Call and seconded by Councilman McOmber to table Ordinance 13-6 (4-16-13): An ordinance of the City of Saratoga Springs, Utah adopting amendments to the Saratoga Springs City's official zoning map for certain real property; instructing City staff to amend the City zoning map and other official zoning records of the City; and establishing an effective date. (Times Square at Saratoga Springs) Aye: Councilwoman Call, Councilman McOmber, Councilman Poduska, Councilman Miller and Councilwoman Baertsch.

10. Public Hearing: Revisions to the Land Development Code (Section 19.04.240, Public School Bus Lot Zone).

Jim McNulty presented the proposed Revisions to the Land Development Code (Section 19.04.240, Public School Bus Lot Zone).

Councilman McOmber appreciates the efforts that have been made to add this zone to the Land Development Code. There have been a number of conversations as to where a bus lot should be located. The Council felt that this area would be most suitable.

Councilwoman Baertsch stated that the language in Sections 5.b. & 5.c. states "shall be" and asked why it doesn't state "may be". Councilwoman Baertsch feels that the 10 foot landscaping buffer seems too close to a residential area. Jim McNulty stated that this distance could be increased. Mark Christensen stated that in this scenario this may not be applicable but for the overall use, the Council might want to change it. Jim McNulty suggested a 20-30 foot landscape buffer.

Councilwoman Baertsch doesn't feel that the bus cover structures should be phased over a 12 month period. Jim McNulty stated that the Alpine School District has asked that this project be allowed to be constructed in phases. Mark Christensen stated that there are a number of phases that the School District would like to include with the project. If the Council is uncomfortable with the 12 month period, you can strike this from the Code.

Councilman Poduska stated that he has no problem with this project being completed in phases.

Councilman McOmber suggested to staff that this item be tabled for a future meeting, due to many concerns and potential changes.

Councilwoman Call isn't comfortable with allowing a 12 month phasing period for the construction of the bus cover structures.

Councilman Miller suggested tabling this item. He feels that the berming concerns have not been addressed.

Councilman Poduska feels that the Council should give staff the direction needed to make the necessary modifications rather than tabling this item.

Mayor Love feels that several items were not addressed and asked that they be resolved before this is brought back to the Council.

Mayor Love opened the public input.

Tanya Parker asked where the bus yard is being proposed. Staff stated at the corner of 400 North and 200 West (Thunder Boulevard).

Mayor Love closed the public input.

11. Ordinance 13-7 (4-16-13): An ordinance of the City of Saratoga Springs, Utah adopting amendments to the Saratoga Springs Land Development Code. (Section 19.04.240, Public School Bus Lot Zone).

A motion was made by Councilman Miller and seconded by Councilwoman Call to table Ordinance 13-7 (4-16-13): An ordinance of the City of Saratoga Springs, Utah adopting amendments to the Saratoga Springs Land Development Code. (Section 19.04.240, Public School Bus Lot Zone) until all matters have been addressed by Council and staff. Aye: Councilman Miller, Councilwoman Call, Councilman McOmber and Councilwoman Baertsch. Nay: Councilman Poduska.

12. Public hearing: Regarding the issuance and sale of not more than $6,500,00 aggregate principal amount of water revenue bonds, series 2103 (the "series 2013 bonds") and to allow public input regarding the potential economic impact that the improvement to be financed with the proceeds of the series 2013 bonds will have on the private sector.

Mark Christensen stated that a public hearing is required to be held as part of the current refinancing process. This bond will pay for the construction of the Harvest Hills irrigation pond, water meters, booster station along SR 73 and project related to water projects throughout the City.

Mayor Love stated that the refinancing is a great idea and commends the City with doing so.

Mayor Love opened the public input.

No public input at this time.

Mayor Love closed the public input.

Councilman Miller stated that there is savings with this refinance which saves the money of our residents. This will also fix the current issues and be used on proposed projects.

Councilman Poduska asked what funds would be used to pay this bond back. Mark Christensen stated that the bond will be paid back through water utility funds. This will be addressed primarily the secondary water system.

Councilman McOmber stated that he is comfortable with the proposed refinancing of the bond. He stated that this shows sustainability. He supports the improvements of the secondary water system in Harvest Hills and the secondary water metering as well, but would like to see the metering done in a phasing process if possible. Councilman McOmber asked if there is a penalty for pay the bond off early. Mark Christensen stated that he doesn't know that answer but could research and provide an answer to the Council.

Councilwoman Call asked that staff that they review all possible savings with this refinance. She also stated that the residents need to pay for their use of the secondary water and would favor the metering of the secondary water. Councilwoman Call suggested that the City raise the water rates so that the water fund is paying for itself. And that each independent fund is able to pay for itself.

Councilwoman Baertsch agreed with what has been stated by the Council. She also thanked staff for their efforts. She stated that the water line from Harvest Hills to the commercial areas must be completed to continue future commercial growth.

13. Preliminary Plat, Final Plat and Development for Talons Cove Townhomes located at 45 East Fairway Boulevard, Tig Brown, applicant.

Sarah Carroll presented the Preliminary Plat, Final Plat and Development for Talons Cove Townhomes.

Councilman Poduska stated that he is pleased with the proposed project.

Councilman Miller stated that he too is pleased with project.

Councilman McOmber stated that he is pleased with the proposed lighting plan and stated that the project is one that has been well planned. He is also pleased with the proposed amenities.

Councilwoman Call stated that she is pleased with the proposed amenities. She is pleased with the project and appreciates the proposed elevation colors.

Councilwoman Baertsch stated that she echoed the comments made by the Council. She asked if there had been any changes to the proposed project regarding the lighting concerns that were expressed by the Planning Commission. Sarah Carroll stated that the City Code doesn't require additional lighting, but left that suggestion up to the applicant to consider additional lighting.

A motion was made by Councilman McOmber and seconded by Councilwoman Call to approve Preliminary Plat, Final Plat and Development for Talons Cove Townhomes located at 45 East Fairway Boulevard, Tig Brown, applicant and to include staff's findings and conditions listed in the staff report dated April 16, 2013. Aye: Councilman McOmber, Councilwoman Call, Councilwoman Baertsch, Councilman Miller and Councilman Poduska.

14. Resolution R13-10 (4-16-13): Approving addendum to resolution of the City of Saratoga Springs creating street lighting special improvement district to include additional subdivision lots. (Talons Cove Townhomes)

A motion was made by Councilman Poduska and seconded by Councilwoman Baertsch to approve Resolution R13-10 (4-16-13): Approving addendum to resolution of the City of Saratoga Springs creating street lighting special improvement district to include additional subdivision lots. (Talons Cove Townhomes) Aye: Councilman Poduska, Councilwoman Baertsch, Councilman Miller, Councilman McOmber and Councilwoman Call.

15. The Villages at Saratoga Springs Master Plan and Development located on the west side of Redwood Road from 2800 South and 3600 South, Mike Stewart, applicant.

Mike Stewart briefly discussed the proposed changes that have been made to the Villages at Saratoga Springs Master Development Plan. He stated that the open space requirements have increased from 25 percent to 30 percent. Also, revising the commercial area in Neighborhood 4 to reflect 75 percent of neighborhood commercial and 25 percent of regional commercial. He stated that the HOA and Planning Commission asked that the submittals be changed to 30 day rather than 10 days and re-submittals be changed to 15 days rather than 10 days. The fencing requirements would be wrought iron along Redwood Road.

Councilwoman Baertsch asked how an R-3 PUD zone is being allowed with all the shown densities. Mike Stewart stated that the PUD overall allows for up to 4 unit per acres and this development would be allow up to 2967 units per acre. She appreciates the applicant working with the HOA. She is concerned with this developement being able to be consistent with the City's current Code standards and how will this be remedied. Mark Christensen stated that this

development is tied to the MDA and would govern the development and is allowed. Councilwoman Baertsch asked if the proposed regional park could be constructed earlier than indicated. Mark Christensen stated that it could but there are a number of issues that prohibit that from occurring, one being the cost to build the park, but if that is what the Council would like we could see to that being done. Kevin Thurman stated that we are tied to the development as it progresses and the land has yet to be dedicated to the City. Councilwoman Baertsch asked if would be possible to encourage a clubhouse being built due to such a large development. Mike Stewart stated that it is nice to have a facility such as this, but the cost would be too great to maintain. He indicated that the regional park might be a place to build a facility as such. Councilwoman Baertsch suggested that this be contemplated. Mark Christensen stated that how each HOA manages and governs each development is up to them. He asked that the Council be cautious to requiring this of the developer. Mike Stewart stated that there are a number of facilities in the area that would accommodate this need.

Councilwoman Call stated that she is glad to see this development moving along. She asked for clarification with the zoning of R-12 and R-3 being so close together and not a liked use and asked what can be done to lower the density in that area. She stated that concerns have been indicated that there is no shoulder along the road near Village Parkway and Wildlife Boulevard and feels this to be a safety concern and is it possible to build the trail soon. She asked if the smaller property owners would feel a cost burden. Mike Stewart stated that each owner would be paying a dedication cost for the regional park. Kevin Thurman mentioned that the MDA language states that staff determines what the priority is of open space and this issue would be high on the priority list. Councilwoman Call stated that she would like to see the regional park be built earlier in the development.

Councilman McOmber thanked for all the work that has been done by both the applicant and City staff in completing the MDA. He is pleased with what has been presented.

Councilman Miller echoed Councilman McOmber's comments and is pleased to see this development moving forward.

Councilman Poduska stated that he would like to see Swainson Avenue be completed along with the regional park. He asked staff if it was possible to start designing the park which could incorporate the existing soil on that particular parcel. Jeremy Lapin stated that staff could start reviewing the design layouts which could include the soil. Councilman Poduska asked which phase would be developed first. Mike Stewart indicated that since there are multiple owners we don't have the answer to that at this time.

Mayor Love asked if a motion is needed for this item. Mark Christensen stated that a completed MDA would be brought back to the Council at the next Council meeting for approval.

16. Reports.

Councilwoman Call stated that the Lehi Area Chamber of Commerce is generating a magazine and has designated two pages within the magazine for content from Saratoga Springs. She asked that the Mayor and Council provide information to be featured in the magazine.

Kevin Thurman stated that he is ready to review Title 19 of the Land Development Code with the City Council and would like to hold two joint work meeting with the Council and Planning Commission. He proposed April 23rd and April 30th.

Mark Christensen asked if the Council would be willing to allow a partial reimbursement payment to Henry Walker Homes. The Council stated that they would agree with allowing for a partial reimbursement payment to Henry Walker Homes.

A motion was made by Councilman Miller and seconded by Councilman Mcomber for the purchase, exchange or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual at 9:32 p.m. Aye: Councilman Miller, Councilman McOmber, Councilwoman Baertsch, Councilwoman Call and Councilman Poduska.

Present:
Councilman Poduska, Councilman McOmber, Councilman Miller, Councilwoman Baertsch, Councilwoman Call, Mark Christensen, Spencer Kyle, Kevin Thurman, Jeremy Lapin, and Lori Yates.

Motion was made by Councilman McOmber and seconded by Councilman Miller to adjourned closed session at 9:38 p.m. and entered into policy session at 9:38 p.m.

Motion to adjourn the policy session at 9:38 p.m. was unanimous.

June 4, 2013
Date of Approval

Lori Yates, Recorder

CITY OF SARATOGA SPRINGS

Joint City Council and Planning Commission Meeting

Thursday, April 30, 2013
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

MINUTES

Work Session 6:05 P.M.

Present:
Council Members: Councilman McOmber, Councilman Miller, Councilman Poduska, Councilwoman Baertsch, Councilwoman Call
Absent Council Members: Mayor Love
Commission Members: Sandra Steele, Earl Halvas, Eric Reese, Jeff Cochran, Kristen Hood, Jarred Henline
Staff: Lori Yates, Mark Christensen, Jim McNulty, Sarah Carroll, Kevin Thurman, Spencer Kyle, Owen Jackson
Others: Mike Stewart, Curtis Wolthius, Ryan Poduska

Councilman McOmber called the meeting to order.

Invocation was given by Councilwoman Call

Pledge of Allegiance was led by Planning Commissioner Sandra Steele

1. Resolution R13-11 (4-30-13): A resolution of the City Council of Saratoga Springs, Utah approving the Villages at Saratoga Springs Second Master Development Plan and Agreement located on the west side of Redwood Road form 2800 South to 3600 South, Mike Stewart, applicant.

Councilwoman Call asked staff what is the Council's ability and the requirements of the sensitive lands in the current agreement along with what is being proposed in the amended agreement. She also asked if the City has the ability to zone the areas as Low Density. She also asked if the City could rezone the higher density parcels whose owners have mad clear that they would be bringing in a lower intense development to the zone that corresponded to that lower use. Mark Christensen stated that Exhibit D within the amended agreement it provides those open space totals which are slightly more than 30 percent of the requirement. Mark stated that this development meets the open space requirements. Councilwoman Call asked if the sensitive lands are also being considered in the open space requirements. Mark Christensen stated that they are. Councilwoman Call stated that she is concerned with the higher density that is being proposed for Neighborhood 10. Mark Christensen stated that the Council has the ability to make changes when an application is received by the applicant on this neighborhood.

Councilwoman Call asked if the trail is required to be completed sooner than later. Mark Christensen stated that we can direct how and when the trail should be completed. Councilwoman Call expressed that the portion of this development in which a trail is planned is currently being used by runners along Redwood Road with little to zero shoulder. She feels that this is a safety concern with no shoulder on Redwood and no trail and would like to see this portion of the trail completed sooner rather than later. Mark Christensen stated that the easements will be dedicated to the City and under the direction of Council this portion of the trail could be completed. Staff and Council discussed the possibilities of funding the trail completion.

Councilman Miller asked if the drainage and flood issues are addressed in the agreement. Staff indicated that those improvements must be met as per approved agreement.

Councilman Poduska stated that he is fine with proposed agreement.

Councilwoman Baertsch stated that she would like to see that the density in Neighborhood 10 be addressed. She also stated that she has spoken to Ryan Poduska, HOA President of Fox Hollow, about the clubhouse and he had indicated to her that a clubhouse would be built.

A motion was made by Councilman Poduska and seconded by Councilwoman Call to approve Resolution R13-11 (4-30-13): A resolution of the City Council of Saratoga Springs, Utah approving the Villages at Saratoga Springs Second Master Development Plan and Agreement including the staff's findings and conditions dated in the staff report from April 30, 2013 also including that the staff work with property owners to lower the density in Neighborhood 10. Aye: Councilman Poduska, Councilwoman Call, Councilwoman Baertsch, Councilman Miller and Councilman McOmber.

2. Discussion of the Title 19, Land Development Code.

Kevin Thurman introduced the policy changes that have been revised in Title 19 of the Land Development Code. He provided the changes he would like to address in this meeting tonight. Staff began with 19.01.14 Administrative Reviews, Certificates, and permits.

Councilwoman Call suggested to staff that the Council address the entire City Code and adopt those changes rather than revising section by section.

Mark Christensen suggested that the Council provide policy direction to staff.

Councilman McOmber stated that possibly tonight we give policy direction to staff but would also like to see Council revise the proposed changed by staff.

Councilman Miller agreed with Councilwoman Call and would like to start from the beginning of the City Code.

Jeff Cochran agreed with revising the outlined changes provided by the City Attorney but agrees that starting from the beginning of the City Code would be wise.

Kristen Hood agreed that we need to go through the entire City Code but would like to address the changes that have been proved by Kevin Thurman, City Attorney.

Jarred Henline agreed with addressing the revisions that have been provided by City staff.

Earl Halvas stated that he would like to review the changes that have been provided by staff but would also agree that the City Code needs to be addressed as well.

Councilman Poduska stated that he trusts the City's legal counsel and staff with the proposed changes.

Councilwoman Baertsch stated that she too agrees that we need to address the entire City Code.

Eric Reese agreed with going through the three pages that have been provided by the City Attorney.

Sandra Steele asked why staff wants to changes this section. Staff stated that the Planning Director doesn't review the plan and that is why the Building Official is being added to this section of Code. (Section 19.01.14)

The Council and Planning Commission members were fine with the changes to Section 19.01.14.

The Council and Planning Commission had a discussion of possible clustering options and suggested staff research this and bring this back to the Council and Planning Commission for further review.

The City Council asked that Planned Unit Development be removed from the City Code.

The Planning Commission stated that they were fine with removing the Planned Unit Development (PUD) from the Land Development Code.

Councilwoman Call stated that restrictions should be left out of definitions and leaving it to just define what it is. Kevin Thurman stated that Councilwoman Call had a good point.

Sandra Steele stated that she would prefer that the definitions state all information.

Councilman McOmber suggested a reference to the definitions section of the Code.

Councilwoman Call stated that she would like to see the hours in the Automobile Repair, Minor section be changed.

Kristen Hood stated that the hours of service need to be taken into consideration. There may be repairs that would require more than what is allotted in the Code.

Jarred Henline stated that he doesn't have an issue with allowing the definitions to have the rule.

The Council and Planning Department stated that they don't want to see outside storage.

Councilwoman Call, Councilman McOmber, Councilman Miller and Councilwoman Baertsch would like to see the word mechanical removed from Section 19.02.02.43.

Councilman Poduska and Sandra Steele have no problem with keeping the word mechanical in the definitions.

Kevin Thurman stated that Section 19.02.118, Land Use Authority has been defined. The Council and Planning Commission stated that they approved of the language in this Section was fine but suggested providing a reference link.

Councilwoman Call stated that she would like to exclude dry clean from Section 19.02.121. The Council and Planning Commission agreed with Councilwoman Call's request.

Kevin Thurman stated that he has made a few changes to Section 19.02.166, Open Space. The Council stated that they would like to see further review and discussion of open space.

Councilwoman Call suggested that Section 19.02.167, Outdoor Seasonal Sales have two definitions that define some of the listed uses. The Council and Planning Commission agreed that a time line condition be given to each applicant at the time of approval.

The Council and Planning Commission had no concerns with Section 19.02.212, Residential facility for persons with disability.

Councilwoman Baertsch stated that she would rather not allow applicants in the RC zone, with less than 20,000 square foot lots, to no be allowed drive throughs.

Councilman Poduska stated that the parking minimum may be an issue in Section 19.02.214, Restaurant, Sit Down. Staff indicated that they are award of this and will research this concern.

Councilwoman Baertsch asked what section Deli would fall into. Staff stated that they would look into and possibly add to Bakery.

The Council and Planning Commission stated that they would like to see the word structure rather than dwelling in Section 19.02.242, Three-family Dwelling. They also would like to see additional information added to the definition.

Councilwoman Baertsch asked for consistency wording in differentiating between a single family housing/dwelling, and multi or single family structures.

The Council and Planning Commission discussed the differences between a three- family and two-family dwelling. Staff indicated that they will bring back definitions for both dwellings.

The Council and staff discussed the option for Section 19.03.03, Gradual Transition of Uses and Density. Council directed staff to remove the matrix.

Councilwoman Call stated that she would like to see limitation on the 35 foot frontage. Councilwoman Call stated that although we allow for a reduction to 35 foot frontages where necessary due to lot restrictions, she would like to see that limited so as not to encourage 35 foot frontages.

Staff, Council and the Planning Commission discussed the requirements of park strips.

Sandra Steele would like to eliminate park strips for the reduce water conservation.
Councilman McOmber stated that he would like to be transparent to the park strip.

Councilman Miller would like to see that park strip standards be met.

Councilwoman Call stated that there are reasons why park strips, sidewalks and street widths in the City Code.

Councilwoman Baertsch stated that the parkstrip are put in place for a safety issue and should stay in place.

Councilman Poduska stated that he is against private streets. He feels that public streets equal public access. He would like to see the park strips be kept in place.

Councilwoman Call stated that she has concerns with main floor being above grade which is address in Section 19.04.08 (11), Minimum Dwelling Size. Staff stated that they would research this concern and bring back to the Council.

The Council and Planning Commission stated that they are fine with the changes to Section 19.04.13, 19.04.14 19.04.15, 19.04.16, 19.04.17, 19.04.18, and 19.04, 20.

Councilwoman Call stated that she would like to see the rear setbacks for Multi-family be 25 feet instead of a 20 foot setback. The Council agreed with the proposed suggested by Councilwoman Call.

Councilwoman Call stated that she would like the setbacks for Section 19.04.17, R-14 zone be 25 feet for the rear and 15 feet for the front. The Council agreed with the request made by Councilwoman Call.

The Council agreed with the changes that have been made to Section 19.04.20, Mixed Use but would like to have staff's opinion on the lot size for Mixed-Use. Staff stated that they would research this issue and bring it back to the Council.

Councilwoman Call stated that City's Code Enforcement is unable to enforce non-chain link or non-chicken wire fencing, because this is not spelled out in the City's Code. Councilwoman Call reported that the City's Code Enforcement will not enforce non-chain link or non-chicken wire fencing, because this is not spelled out in City's Code.

The Council and Planning Commission briefly discussed Section 19.06.09, Screening and Fencing restrictions.

Councilwoman Call stated that she would ask that the snow shack and ice cream vendors be removed from Section 19.05.10, Temporary Uses.

Sandra Steele asked that all temporary uses be required to provide a paved surface on site. Staff indicated that they would review this concern.

Motion to adjourn at 9:10 p.m. was unanimous.

June 18, 2013
Date

City Of SARATOGA SPRINGS CORPORATE SEAL STATE OF UTAH

Lori Yates, City Recorder

Exhibit "D"
UNIT SUMMARY

Neighborhood	Maximum Number of Units (1)	Maximum Density (Units/Acre) (1)	Approximate Area
No. 1	27	4.0	6.75
No. 4	552	15 (2)	37.16
No. 5	146	4.0	36.43
No. 6	138	3.5	39.43
No. 7	200	3 (3)	66.55
No. 8	165	4.0	41.55
No. 10	142	12 (2)	11.88
No. 11	226	10 (2)	16.53
No. 12	223	3.5	63.81
No. 13	125	6.0	20.89
No. 14	132	2.0	65.73
No. 15	88	6.0	14.72
No. 16	110	2.0	55.35
No. 17	180	3.0	60.15
Open Space			217.75
Totals	**2,454**		**754.68**

(1) The referenced unit counts and densities represent the maximum available to individual neighborhoods. The actual number of units obtained is subject to an approved site layout, City Engineer approval, resolution of physical constraint issues, and ability to provide infrastructure and utilities.

(2) The maximum overall density for the Fox Hollow development is three (3) units per acre based on the R-3 Zone. Upon meeting the requirements of the PUD Zoning Ordinance, including the improvements and dedication of additional public improvements required to offset the increased density, the maximum overall density may be increased to four (4) units per acre. Neighborhoods with higher densities than three (3) and four (4) units per acre will be responsible for additional public improvements to offset the increased densities.

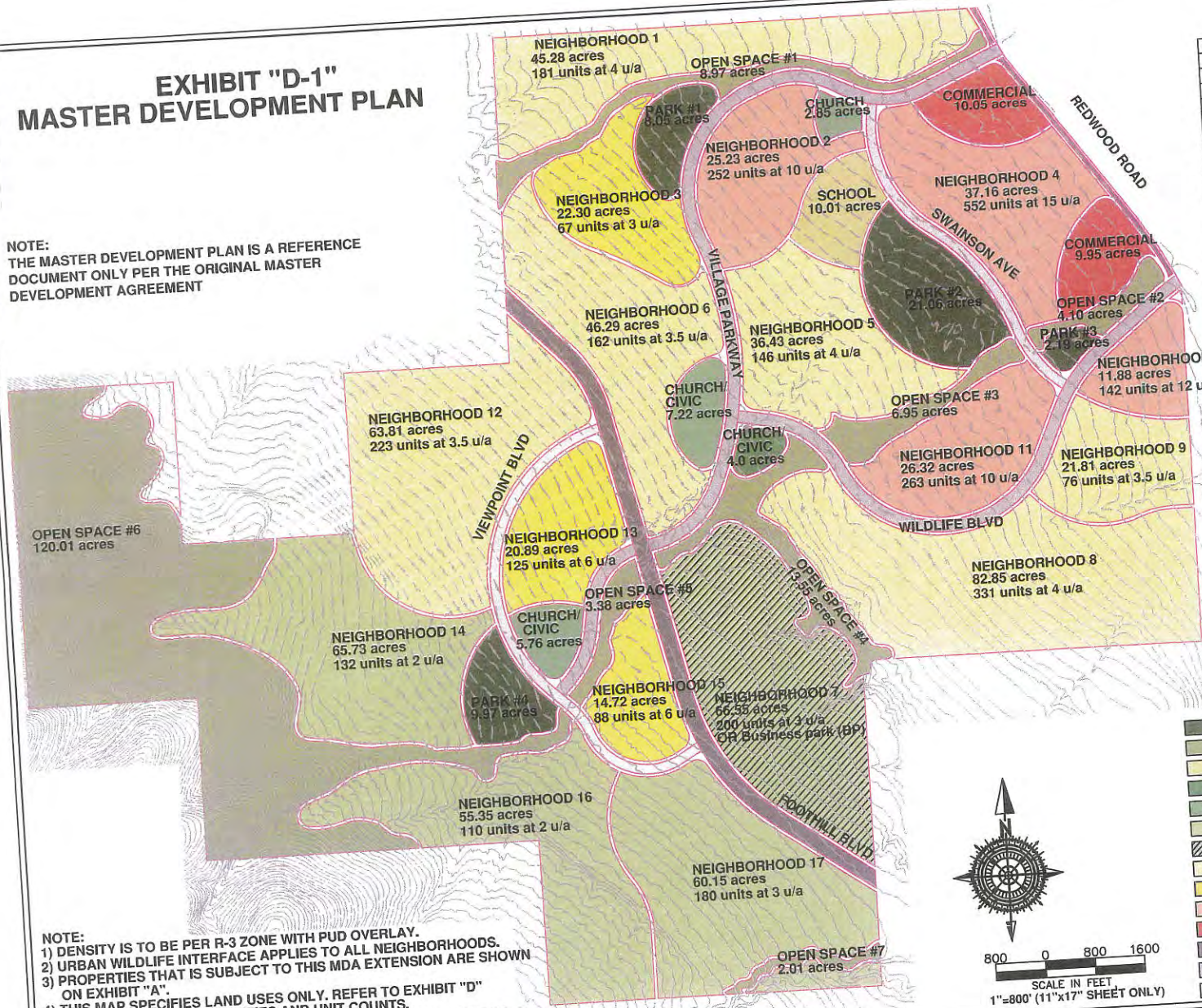
(3) The alternative use for N-7 is Business Park (BP).

(4) The total allowable number of units for the remaining development under the Land Development Code bosed on the R-3PUD Overlay Zone (up to 4 dwelling units per acre) is as follows:

Total Villages at Saragoga Springs Acreage-	1,069.91 acres
Existing Recorded Plat Acreage-	(240.98) acres
Total Remaining Second MDA Acreage-	828.93 acres
Sensitive Lands (slopes > 30%)-	(87.20) acres
Total Second MDA Net Acreage-	**741.73 acres**
Total Allowable Units:	
741.73 acreas x 4 dwelling units per acre =	**2,967 units**
Total Unit Summary Dwelling Units =	**2,454 units**

EXHIBIT "D-1"
MASTER DEVELOPMENT PLAN

NOTE:
THE MASTER DEVELOPMENT PLAN IS A REFERENCE DOCUMENT ONLY PER THE ORIGINAL MASTER DEVELOPMENT AGREEMENT



Neighborhood Densities

Neighborhood	Acres	Units/acre	# of Units
1	45.28	4	181
2	25.23	10	252
3	22.30	3	67
4	37.16	15	552
5	36.43	4	146
6	46.29	3.5	162
** 7	66.55	3	200
8	82.85	4	331
9	21.81	3.5	76
10	11.88	12	142
11	26.32	10	263
12	63.81	3.5	223
13	20.89	6	125
14	65.73	2	132
15	14.72	6	88
16	55.35	2	110
17	60.15	3	180
		*	TOTAL=3,230

* PER 12-9-2008 MDA AMENDMENT

** Neighborhood 7 dual zoning use as a Business Park

Land-Use Inventory

1076.67 acres in The Villages at Saratoga Springs
20.00 acres for Commercial space
66.55 acre Business Park N-7 (alternative use)

10.01 acres for school site
19.83 acres for Church / Civic uses
239.22 acres for open space
798.66 acres for residential development
3252 homes in The Villages at Saratoga Springs

Land-Use Table

- regional open space - parks
- regional open space - corridors and preserve
- schools
- civic sites/ church
- churches/ civic site
- VLDR 1-3.0 u/a
- business park
- LDR 3.1- 5.0 u/a
- MDR 5.1-9.0 u/a
- VDR 9.1-15.0 u/a
- commercial
- arterial roadways - 226 ft or 180 ft right of way
- major collector roads - 96.5 ft right of way
- minor (neighborhood) collector roads - 74 ft or 77 ft right of way

NOTE:
1) DENSITY IS TO BE PER R-3 ZONE WITH PUD OVERLAY.
2) URBAN WILDLIFE INTERFACE APPLIES TO ALL NEIGHBORHOODS.
3) PROPERTIES THAT IS SUBJECT TO THIS MDA EXTENSION ARE SHOWN ON EXHIBIT "A".
4) THIS MAP SPECIFIES LAND USES ONLY. REFER TO EXHIBIT "D" UNIT SUMMARY FOR DENSITIES AND UNIT COUNTS.
5) EXCEPT AS OTHERWISE NOTED, THE ZONING FOR ALL PROPERTY IS R-3 PUD OVERLAY.

NO.	DESCRIPTION	DATE	APP'D

FIELD DATE: 03-01-08
SURVEY BY: GPW
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=800'

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CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING

EXHIBIT D-1
MASTER DEVELOPMENT PLAN

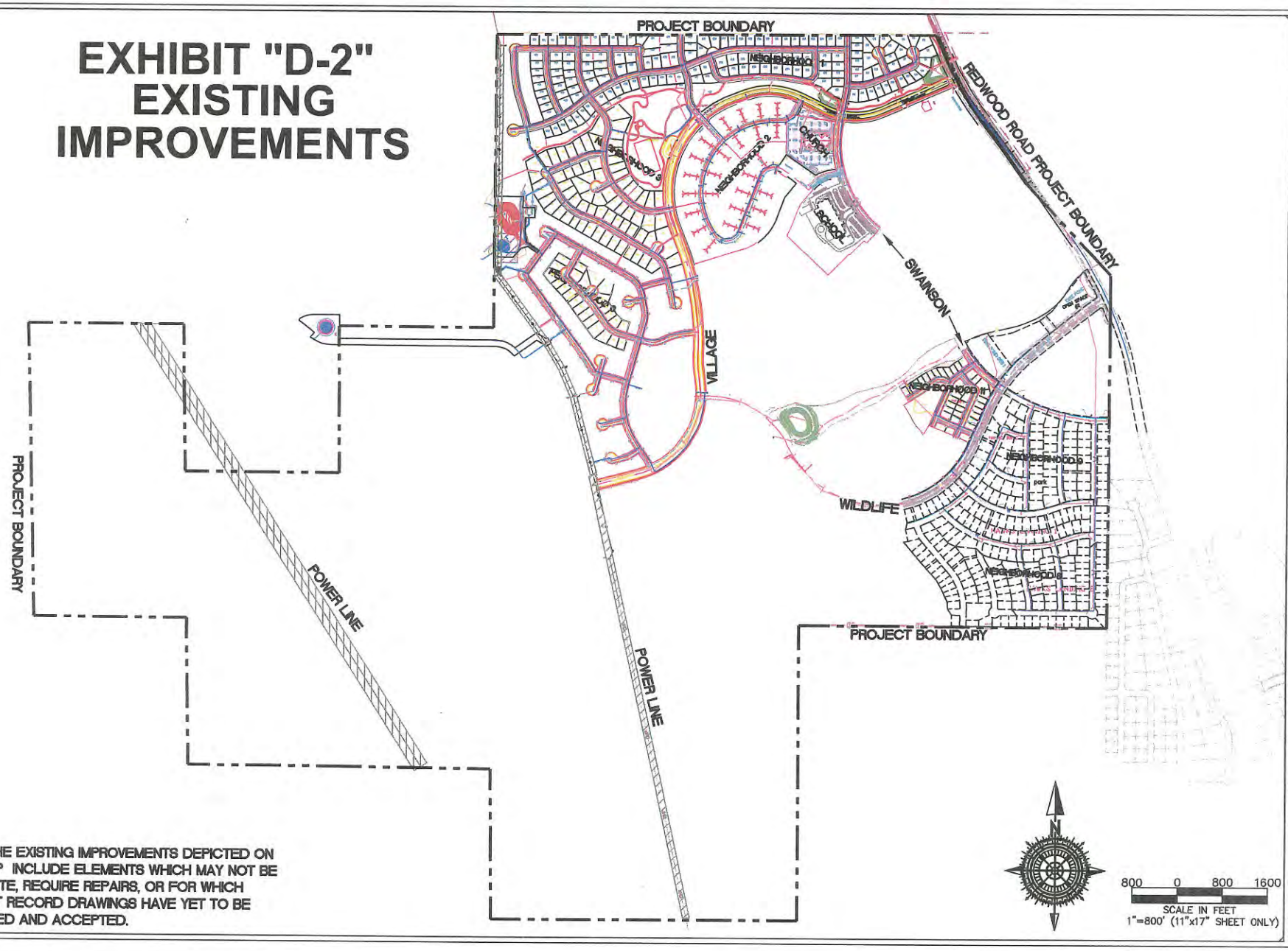
4-2-13
PLOT DATE
2008.01
PROJECT NUMBER
EXHIBIT D
DRAWING FILE

UTAH
COUNTY

SHEET NO. D-1

ENT 59718:2013 PG 91 of 250

EXHIBIT "D-2" EXISTING IMPROVEMENTS



NOTE: THE EXISTING IMPROVEMENTS DEPICTED ON THIS MAP INCLUDE ELEMENTS WHICH MAY NOT BE COMPLETE, REQUIRE REPAIRS, OR FOR WHICH AS-BUILT RECORD DRAWINGS HAVE YET TO BE SUBMITTED AND ACCEPTED.

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VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING

EXHIBIT "D-2"
EXISTING IMPROVEMENTS

4-9-13 PLOT DATE | 2006.01 PROJECT NUMBER | exhibits b-2 - dave agree SAVING FILE

UTAH COUNTY

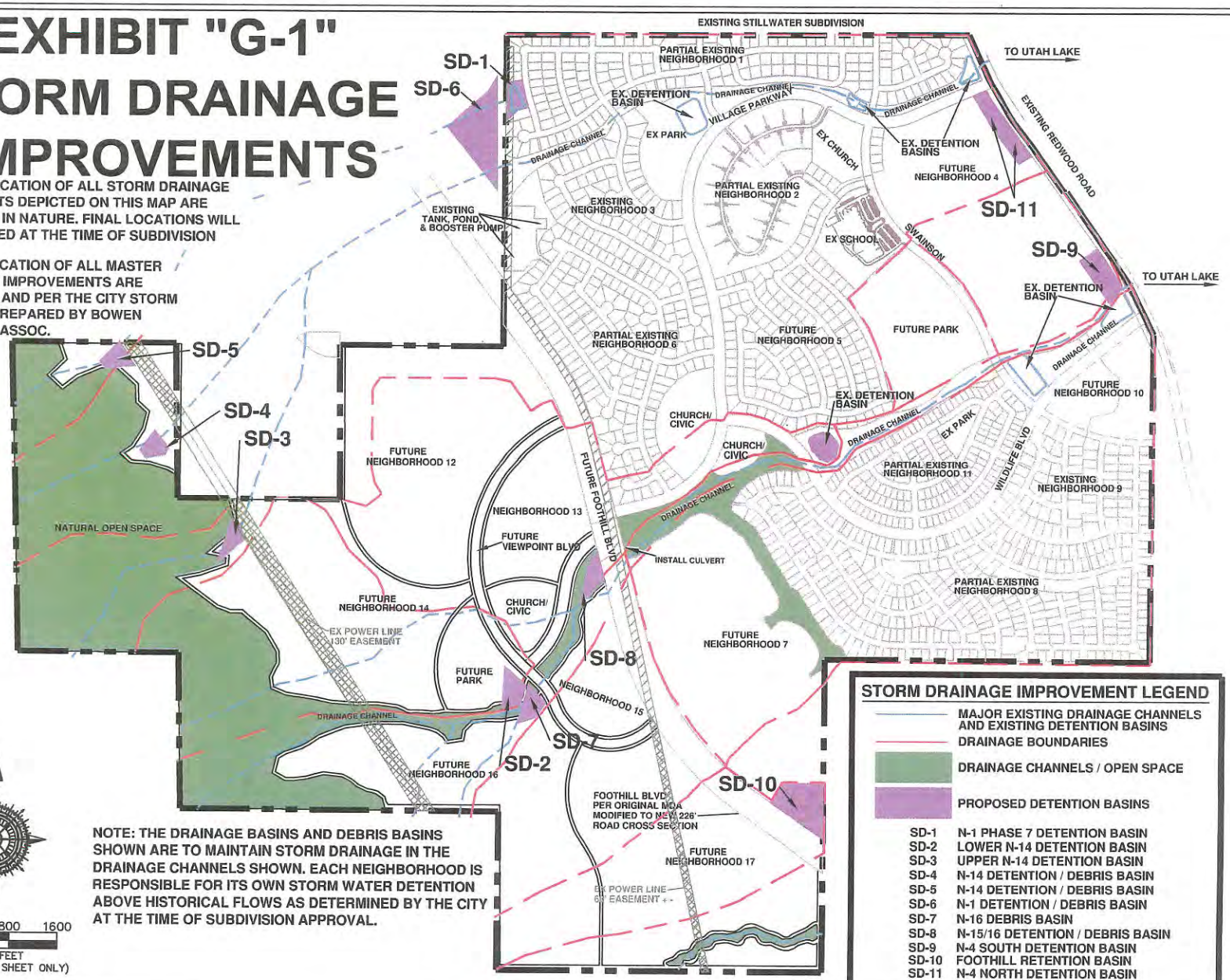
SHEET NO. D-2

ENT 59718:2013 PG 102 of 250

EXHIBIT "G-1"
STORM DRAINAGE IMPROVEMENTS

NOTE: THE LOCATION OF ALL STORM DRAINAGE IMPROVEMENTS DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

NOTE: THE LOCATION OF ALL MASTER STORM DRAIN IMPROVEMENTS ARE CONCEPTUAL AND PER THE CITY STORM DRAIN PLAN PREPARED BY BOWEN COLLINS AND ASSOC.



NOTE: THE DRAINAGE BASINS AND DEBRIS BASINS SHOWN ARE TO MAINTAIN STORM DRAINAGE IN THE DRAINAGE CHANNELS SHOWN. EACH NEIGHBORHOOD IS RESPONSIBLE FOR ITS OWN STORM WATER DETENTION ABOVE HISTORICAL FLOWS AS DETERMINED BY THE CITY AT THE TIME OF SUBDIVISION APPROVAL.

STORM DRAINAGE IMPROVEMENT LEGEND

- MAJOR EXISTING DRAINAGE CHANNELS AND EXISTING DETENTION BASINS
- DRAINAGE BOUNDARIES
- DRAINAGE CHANNELS / OPEN SPACE
- PROPOSED DETENTION BASINS

SD-1	N-1 PHASE 7 DETENTION BASIN
SD-2	LOWER N-14 DETENTION BASIN
SD-3	UPPER N-14 DETENTION BASIN
SD-4	N-14 DETENTION / DEBRIS BASIN
SD-5	N-14 DETENTION / DEBRIS BASIN
SD-6	N-1 DETENTION / DEBRIS BASIN
SD-7	N-16 DEBRIS BASIN
SD-8	N-15/16 DETENTION / DEBRIS BASIN
SD-9	N-4 SOUTH DETENTION BASIN
SD-10	FOOTHILL RETENTION BASIN
SD-11	N-4 NORTH DETENTION BASIN

NO.	DESCRIPTION	DATE	APP'D
1	CHANGED FOOTHILL FROM TRANSPORTATION TO PREVIOUS FOOTHILL LOCATION PER OLD DEVELOPMENT AGREEMENT LOCATION PER CLIENT	6-25-12	

ORIG. DATE: 03-01-08
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=800'

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CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING

EXHIBIT "G-1"
STORM DRAIN IMPROVEMENTS

PLOT DATE: 4-2-13
PROJECT NUMBER: 2006.01
EASE AND DEDICATION DRAWING FILE

SARATOGA
CITY

SHEET NO. G-1

EXHIBIT "I"

Exhibit "I"-	**Villages at Saratoga Springs (Fox Hollow) Parks and Open Space Improvements Summary**
Exhibit "I-1"-	**Villages at Saratoga Springs (Fox Hollow) Open Space Improvements Procedures**
Exhibit "I-2"-	**Parks and Open Space Improvements**
Exhibit "I-3"-	**Recommended Tree and Plant Palette**

Exhibit "I"

Villages at Saratoga Springs (Fox Hollow) Parks and Open Space Improvements Summary		
Item	**General Description / Open Space Criteria**	**Acres**
	The remaining undeveloped properties within the Villages at Saratoga Springs development contain approximately 719.01 acres of useable acreage for density and open space calculation purposes. The remaining project will have a total of 30% open space for a total of 217.75 acres. This acreage will consist of the park and open space improvements described in this summary.	
Item	**Regional Trails and Sensitive Lands**	
	These areas include hillside areas, slopes of 30% or greater as illustrated on the Open Space Plan, the trails that follow the three major drainage channels, additional landscaping along Redwood Road, landscaping along the developments major collector roads and right-of-way along Foothill Boulevard that is in excess of the frontage roads. Landscaping, open space, and trails that are along Redwood Road and Foothill Boulevard rights of way shall be improved by the developer and maintained by the HOA. The developer shall grant a public access easement over these areas concurrent with plat recordation.	
OS-1A	**Open Space No. 1A** Completion of open space improvements in the area south of N-1 / Phase 7 and abutting the northern boundary of N-6 / Phase 2. Improvements would include slope stabalization, drainage, and landscaping.	2.08 ac.
OS-1B	**Open Space No. 1B** Completion of open space improvements in the open space area surrounding the Zone 2 water tank, secondary irrigation pond, and Zone 3 booster pump location as required with N-6 / Phase 2. Improvements would include slope stabalization, drainage and landscaping along with the completion of existing open space areas as required by previously approved plans.	2.39 ac.
OS-4	**Open Space No. 4** Completion of open space improvements in the drainage area located along the eastern and northern boundaries of N-7 which includes but is not limited to trails, slope stabalization, drainage, and landscaping.	13.55
OS-5	**Open Space No. 5** Completion of open space improvements in the drainage area located between Neighborhoods 13 and 15 including trails, slope stabalization, drainage, and landscaping.	3.38 ac.
OS-6	**Open Space 6 / Sensitive Lands (Community Park H in Parks Master Plan)** Completion of open space improvements in this hillside location catagorized as Sensitive Lands. It is intended that this area would not be irrigated and would remain in its natural condition. Sensitive Lands as defined by the Land Use Code (property with slopes greater than 30%) is approximately 87.20 acres of this open space area. Improvements would include but re not limited to the construciton of trails and other improvements consistent with maintaining this area in its natural condition. In addition, this area would include the construction of two (2) trailhead parking areas and related facilities as approved by the City.	120.01 ac.

Villages at Saratoga Springs (Fox Hollow) Parks and Open Space Improvements Summary		
OS-7	**Open Space No. 7** Completion of open space improvements in the drainage area located in the southeastern section of Neighborhood 17 including slope stabalization, drainage, and landscaping.	2.01 ac.
OS-8	**Open Space 8 / Upper Power Line Corridor** Completion of open space improvements located within the 130' existing power line easement in N-14 and N-16 including master plan trails and landscaping.	11.06 ac.
OS-9	**Open Space 9 / Lower Power Line Corridor** Completion of open space improvements located within the 60' existing power line easement in N-17 including master plan trails and landscaping.	2.81 ac
Item	**Parks**	
RP-1	**Regional Park** This park is shown as Park # 2 as illustrated on the Land Use Plan (Exhibit B-1) and RP-1 on the Open Space Plan. This park will be dedicated to the City and will be improved with park impact fees that are collected from building permits within The Villages at Saratoga Springs and other projects within the City. This park will be completed before the 2,000th dwelling unit within the development is occupied.	21.06 ac
CP-1	**Community Park No. 1** Completion of any improvements associated with this completed park located south of N-1 that have not been installed per the approved and incorporated park plans.	8.05 ac.
CP-2	**Community Park No. 2** This park is shown as Park # 4 as illustrated on the Land Use Plan (Exhibit B-1) and C-2 on the Open Space Plan. Completion of these improvements will include landscaping, fencing, play equipment installation, trails, and other improvements as identified on the approved park plans.	9.97 ac.
NP-1	**Neighborhood Parks** The following neighborhoods shall provide open space and improvements associated with the requirements of neighborhood parks. 1. Neighborhood 4- 30% minimum open space 2. Neighborhood 10- 20% minimum open space. 3. Neighborhood 11- 30% minimum open space.	 11.13 ac. 2.36 ac. 7.89 ac.
Item	**Trailheads**	
TH-1	**Foothill Boulevard Trailhead (OS-5)** Completion of open space improvements associated with the construction of a trailhead located on the northeastern end of OS-5 adjacent to Foothill Boulevard. Trailhead improvements are to include but not be limited to parking areas, restrooms, picnic facilities, landscaping, fencing, and lighting.	
TH-2	**Southern OS-6 Trailhead** Completion of open space improvements associated with the construction of a trailhead located on the southern end of OS-6. Trailhead improvements are to include but not be limited to parking areas (including ATV or horse trailer uses), restrooms, picnic facilities, landscaping, fencing, and lighting.	

Villages at Saratoga Springs (Fox Hollow) Parks and Open Space Improvements Summary		
TH-3	**Northern OS-6 Trailhead** Completion of open space improvements associated with the construction of a trailhead located on the northern end of OS-6. Trailhead improvements are to include but not be limited to parking areas (including ATV or horse trailer uses), restrooms, picnic facilities, landscaping, fencing, and lighting.	
	Total Parks and Open Space	**217.75 ac.**

(1) The "usable acreage" calculation is based on the original Master Development Agreement usable acreage identified in Exhibit E-4 Open Space Creation Schedule less recorded plat acreage to date per the Engineering Department Villages Recorded Plats Schedule as of 08/13/12.

Exhibit "I-1"

VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)
OPEN SPACE IMPROVEMENTS
PROCEDURES

The following outlines the procedures for completing the open space improvements associated with the remaining Fox Hollow MDA (the "Fox Hollow Open Space Improvements Procedures").

1. Open Space Improvements
    a. All open space and park improvements identified in Exhibit "I" "Parks and Open Space Improvements Summary" (the "Open Space Improvements"), including easements for the open space and park improvements property included in Exhibit "K" "Master Easement Agreement and Easement Descriptions".
    b. All open space and park improvements remaining in previously improved park and open space areas per Exhibit "N" "Subdivision Punch List Items".
    c. The dedication requirements associated with the Regional Park (RP-1). The City is responsible for construction of the Regional Park.

2. Open Space Improvement Requirements
    a. All development property in the Fox Hollow development for which final plats have not been recorded as of the date of the approval of the Second MDA shall be required to construct the Open Space Improvements. Open Space Improvement requirements for individual subdivisions will be calculated based on the Open Space Improvements Cost Per Acre Summary and Allocation Methodology found under Exhibit "A" to these procedures (the "Open Space Improvements Requirement"). The Open Space Improvements Requirement shall be determined by the City at the time preliminary plat application is made ("Subdivision Application").

3. Determination of Open Space Improvements To Complete
    a. The phasing of Open Space Improvements will progress in an east to west direction and, in the case of open space and trail corridors, connect to existing corridor improvements. However, in the event a developer owns land that has open space improvements shown on it, the owner may develop that open space first.
    b. At the time of Subdivision Application, the Developer and City shall determine the Open Space Improvement to be completed with the Subdivision. The City will use its best efforts to identify Open Space Improvements that are as close to the Open Space Improvements Requirement as possible. In the event the next Open Space Improvement exceeds the Required Open Space Improvements Requirement, the Developer will be responsible for its construction but will be eligible for future reimbursement from other subdivisions within Fox Hollow for the portion of Open Space Improvements in excess of the Open Space Improvements Requirement.
    c. Prior to approval of the final plat for the subdivision, the Developer shall provide for the dedication of property and financial security (e.g. performance and

warranty bonds or letters of credit) associated with the Open Space Improvements as required by the City.

4. Open Space Improvements Construction Procedures
    a. The Developer for an individual subdivision shall be responsible for construction of the Required Open Space Improvements as provided for in the subdivision or bond agreement signed by the Developer after approval of the subdivision.
    b. In the event the Developer constructs Open Space Improvements in excess of the Open Space Improvements Requirement associated with its subdivision, the Developer shall be eligible for reimbursement from future Fox Hollow subdivisions through an agreement with the City ("Reimbursement Agreement"). Any Reimbursement Agreement request shall adhere to the City requirements in place at the time the request is made.

Exhibit "A"

VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)
OPEN SPACE IMPROVEMENTS COST PER ACRE SUMMARY
AND ALLOCATION METHODOLOGY

Open Space Classifications and Estimated Costs Per Acre

Classification	Type	Improvement Cost/SF	Improvement Cost/Acre	Plan Preparation (6%)	Construction Management (3%)	Water Rights Payoff / Acre (1)	Zone 2 SID Payoff / Acre (2)	Total Estimated Cost Per Acre
1	Park / Zone 2	$ 2.50	$ 108,900	$ 6,534	$ 3,267	$ 8,000	$ 11,000	$ 137,701
2	Park / Other Zones	$ 2.50	$ 108,900	$ 6,534	$ 3,267	$ 8,000	$ -	$ 126,701
3	Trail Corridor / Zone 2	$ 1.50	$ 65,340	$ 3,920	$ 1,960	$ 8,000	$ 11,000	$ 90,221
4	Trail Corridor / Other Zones	$ 1.50	$ 65,340	$ 3,920	$ 1,960	$ 8,000	$ -	$ 79,221
5	Landscaped OS / Zone 2	$ 1.20	$ 52,272	$ 3,136	$ 1,568	$ 8,000	$ 11,000	$ 75,976
6	Landscaped OS / Other Zones	$ 1.20	$ 52,272	$ 3,136	$ 1,568	$ 8,000	$ -	$ 64,976
7	Sensitive Lands	$ 0.10	$ 4,356	$ 261	$ 131	$ 8,000	$ -	$ 12,748
8	Trail Heads	$ -	$ 100,000	$ 6,000	$ 3,000	$ 1,600	$ -	$ 110,600

Open Space Improvement Costs

Improvement	Total Acreage	Classification	Estimated Cost Per Acre	Total Estimated Costs
OS-1A	2.08	6	$ 64,976	$ 135,151
OS-1B	2.39	6	$ 64,976	$ 155,294
OS-4	14.67	4	$ 79,221	$ 1,162,166
OS-5	3.38	4	$ 79,221	$ 267,766
OS-6	120.01	7	$ 12,748	$ 1,529,892
OS-7	2.01	6	$ 64,976	$ 130,603
RP-1 (3)	21.06	NA	$ -	$ -
Exhibit "N" Punch List Items	0.00	NA	$ 75,000	$ 75,000
CP-2	9.97	1	$ 137,701	$ 1,372,879
NP-1	21.38	1	$ 137,701	$ 2,944,047
TH-1	0.00	8	$ 110,600	$ 110,600
TH-2	0.00	8	$ 110,600	$ 110,600
TH-3	0.00	8	$ 110,600	$ 110,600
Total OS Acres	**196.95**			**$ 8,104,598**
			Average Cost Per Acre	**$ 41,151**

Open Space Improvement Requirements- Individual Subdivisions

1. **Open Space Improvement requirements for individual subdivisions will be determined as follows:**
   A. Initial calculation will be based on the total acreage associated with the final subdivsion plat multiplied by 30% and then multiplied by the Average Cost Per Acre to determine the "Total Open Space Improvement Cost". The Total Open Space Improvement Cost will be adjusted down by the subdivision's pro-rata share of the Regional Park (RP-1) site dedication costs and any improvements completed from the Exhibit "N" Punch List Items.
   B. City and Developer will determine which open space area(s) are eligible for improvement from the Parks and Open Space Improvements Summary found in Exhibit "I" of the Second MDA.
   C. Using the Classification and Estimated Cost Per Acre found in the accompanying tables, the final open space improvement cost will be determined by taking the Total Open Space Improvement Cost divided by the Open Space Classification Estimated Cost Per Acre to determine the total amount of acreage to be improved by the subdivision ("Open Space Improvement Requirement").
   D. The actual open space acreage to be improved by the subdivision may be less or more than 30% depending on the Open Space Classification.
2. **Example**
   A. Subdivision final plat consists of 20.00 acres and the next eligible open space area for improvements is OS-5.
      1) Total Open Space Improvement Cost

A. 20 acres x 30% =	6.00 acres
B. Average Cost / Acre =	$ 41,151
C. Open Space Improvement Cost (A x B) =	**$ 246,903**
D. Regional Park Share of Cost (20 acres x $745.14/ac.) =	$ (14,903)
E. Total Open Space Improvement Cost (C + D) =	**$ 232,000**

Exhibit "A"

VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)
OPEN SPACE IMPROVEMENTS COST PER ACRE SUMMARY
AND ALLOCATION METHODOLOGY

---

2) Subdivision Open Space Improvement Requirement

A. Total Open Space Improvement Cost (E) =	$ 232,000
B. OS-5 / Classification 4 / Cost Per Acre =	$ 79,221
C. Open Space Acreage to Improve (A / B) =	**2.93**
D. Total Open Space Acreage % (C / 20 acres) =	**14.64%**

(1) Water Rights Payoff- 2 AF/Acre x $4,000/AF x 100% for Open Space and Parks

(2) Zone 2 SID Payoff- $11,000 per acre based on current estimates.

(3) Regional Park (RP-1)- Each Property Owner to pay it's pro-rata share of the dedication costs including Water Rights and Zone 2 SID payoffs assumed at $19,000 per acre for the site ($400,140 total cost).
Based on remaining Neighborhood total acreage of 537 acres, the cost per final plat acre would be $400,140 / 537 acres = $745.14/acre

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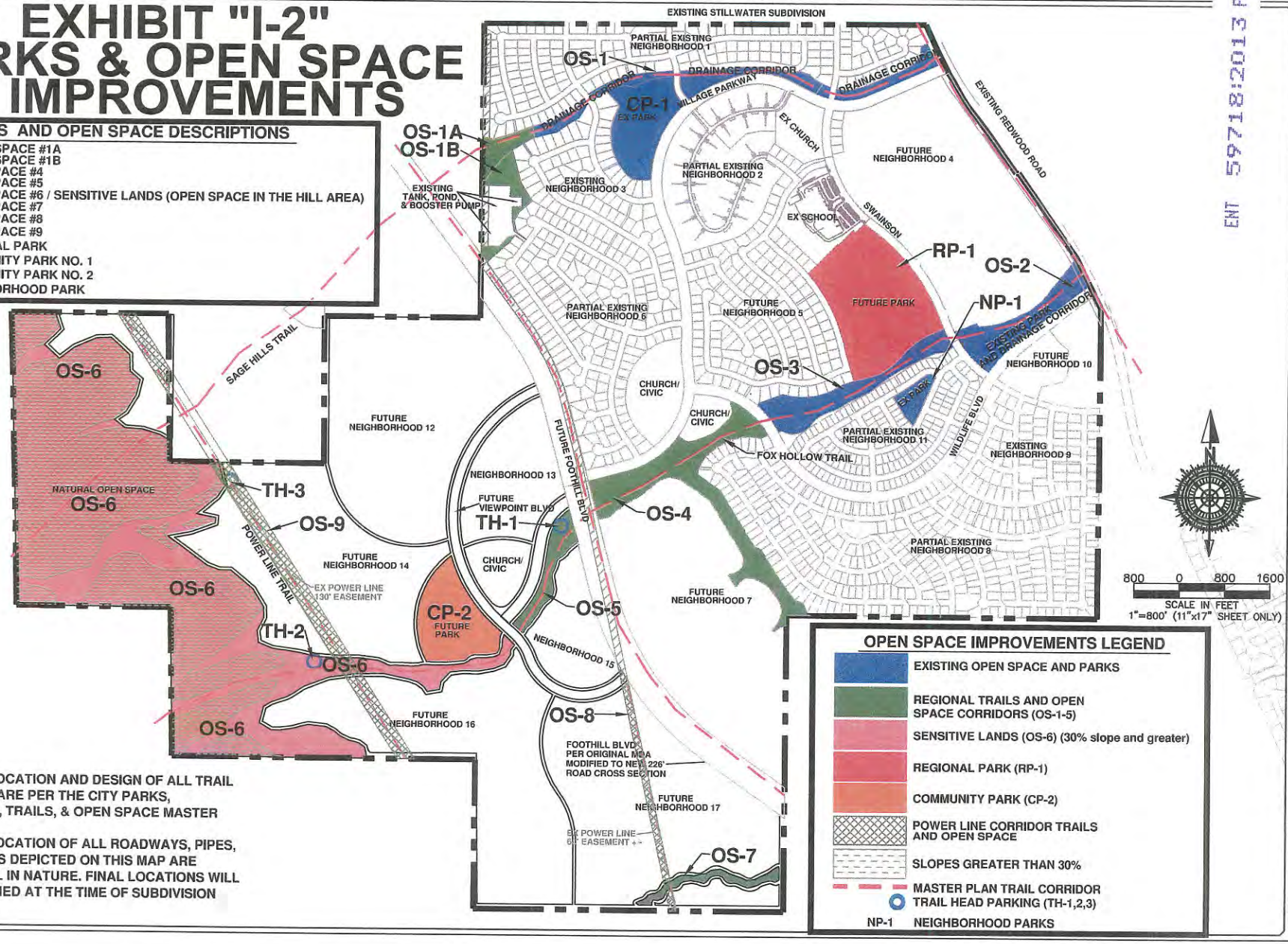
EXHIBIT "I-2"
PARKS & OPEN SPACE IMPROVEMENTS

PARKS AND OPEN SPACE DESCRIPTIONS

OS-1A OPEN SPACE #1A
OS-1B OPEN SPACE #1B
OS-4 OPEN SPACE #4
OS-5 OPEN SPACE #5
OS-6 OPEN SPACE #6 / SENSITIVE LANDS (OPEN SPACE IN THE HILL AREA)
OS-7 OPEN SPACE #7
OS-8 OPEN SPACE #8
OS-9 OPEN SPACE #9
RP-1 REGIONAL PARK
CP-1 COMMUNITY PARK NO. 1
CP-2 COMMUNITY PARK NO. 2
NP-1 NEIGHBORHOOD PARK



NOTE: THE LOCATION AND DESIGN OF ALL TRAIL CORRIDORS ARE PER THE CITY PARKS, RECREATION, TRAILS, & OPEN SPACE MASTER PLAN.

NOTE: THE LOCATION OF ALL ROADWAYS, PIPES, AND UTILITIES DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

OPEN SPACE IMPROVEMENTS LEGEND

- EXISTING OPEN SPACE AND PARKS
- REGIONAL TRAILS AND OPEN SPACE CORRIDORS (OS-1-5)
- SENSITIVE LANDS (OS-6) (30% slope and greater)
- REGIONAL PARK (RP-1)
- COMMUNITY PARK (CP-2)
- POWER LINE CORRIDOR TRAILS AND OPEN SPACE
- SLOPES GREATER THAN 30%
- MASTER PLAN TRAIL CORRIDOR
- TRAIL HEAD PARKING (TH-1,2,3)

NP-1 NEIGHBORHOOD PARKS

#	REVISIONS	DATE	APP'D
1	CHANGED FOOTHILL ROAD TRANSPORTATION TO PROVIDE FOOTHILL LOCATION PER GDP DEVELOPMENT AGREEMENT LOCATION FOR CLARIT	2-25-13	GPW

CIVIL DATE: 03-01-00
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=800'

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CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING

EXHIBIT "I-2"
PARKS AND OPEN SPACE IMPROVEMENTS

2-2-13 PLOT DATE | 2006.01 PROJECT NUMBER | EASE AND BRD DRAWING NO.

SARATOGA— CITY

SHEET NO. I-2

Recommended Tree & Plant Palete

PUBLIC PLANTING	SPICIFIC NAME (BOTANICAL)	TYPE	SIZE (H X SPREAD)	PATTERN	PRODUCE/ COLOR IN BLOOM	SPECIAL INSTRUCTIONS
Large Shade Trees > 50 ft	Bloodgood London Plane Tree *(Platanu Acerifolia 'Bloodgood')*		60' x 60'	Allee Regular Clustered	1/3" berry/ N/A	Tolerates Salt, Yellow fall color
	Bur Oak* *(Quercus Macrocarpa)*		60' x 60'	Allee Regular	Nut/ N/A	Tolerant of Urban conditions, soil adaptable
	Sycamore Maple *(Acer psuedoplatanus)*		60' x 40'	Allee Regular	Samara/ N/A	Tolerates alkaline and salt conditions
	Silver Linden* *(Tilia Tomentosa)*		60' x 40'	Allee Regular Clustered	N/A / Yellow green	Green leaf surface, silver underside. Tolerant of heat/drought.
	Expresso Kentucky Coffee Tree *(Gymnocladus dioica 'Expresso')*		60' x 40'	Allee Regular Clustered	1/3" berry / N/A	Tolerates wide range of conditions/salt
	Cimmaron Green Ash* *(Franxinus pennsylvanica 'Cimmarron')*		60' x 30'	Allee Regular Clustered	Samara / N/A	Tolerant of Urban conditions, soil adaptable
	Emerald Queen Norway Maple* *(Acer platanoides 'Emeral Queen')*		50' x 40'	Allee Regular Clustered	Smara/ N/A	Tolerant of Urban conditions, soil adaptable
	Accolade Hybrid Elm *(Ulmus x "Accolade')*		50' x 40'	Allee Regular	Samara / N/A	Pollution/ Salt/ drought tolerant
	Crimson King Maple *(Acer Platanoides 'Crimson King')*		45' x 40'	Allee Regular Clustered	Samara/ N/A	Well adapted to extremes in soils. Withstands hot, dry condition.
	Magyar Maidenhair Tree* *(Ginko Biloba 'Magyar')* **Male Species Only**		50' x 30'	Regular, Clustered	N/A / N/A	Tolerates high ph, salt, urban conditions. Excellent yellow fall color.
	Catalpa *(catalpa speciosa)* **Podless Only**		50' x 30'	Allee Regular Clustered	White	Attractive flower, withstands dry, alkaline conditions.
	Austrian Pine *(Pinus nigra)*		50' x 30'	Clustered	Cone	Can withstand urban conditions and alkaline soils.
	Scotch Pine *(Pinus sylvestris)*		40' x 30'	Clustered	Cone	Can withstand urban conditions and alkaline soils.
	Cottonwood *(Populus sargentii)* **cottonless variety**		80' x 50'	Regular	N/A / N/A	Great fall color. Tolerant of poor soils/salt/drought
	Globe Willow *(Salix matsudana umbraculifera)*		40' x 40'	Allee Regular Clustered	N/A / N/A	Prefers wet conditions. Salt tolerant.
	English Columnar Oak *(Quercus robur "fastigiata')*		60' x 15'	Allee Regular Clustered	Acorn/ Red	Prefers well drained soil and alkaline conditions.

*-Denotes compatibility for use as a street tree.

PUBLIC PLANTING						
	SPICIFIC NAME (BOTANICAL)	**TYPE**	**SIZE** (H X SPREAD)	**PATTERN**	**PRODUCE/ COLOR IN BLOOM**	**SPECIAL INSTRUCTIONS**
Medium Shade Trees 45 ft to 50 ft	Queen Elizabeth Hedge Maple (*Acer Campestre 'Queen Elizabeth"*)		45' x 45'	Regular Clustered	N/A / N/A	Pollution/salt/ drought tolerant
	Rocky Mountain Juniper (*Juniperus scopulorum*)		40' x 15'	Regular Clustered	Cone / N/A	Drought tolerant/native
	Shangri-La Maidenhair Tree* (*Ginko biloba 'Shangri-la'*)		45' x 25'	Allee Regular Clustered	Seed / N/A	Males should be planted, excellent yellow fall color
	Armstrong Maple* (*Acer freemanii*)		45' x 15'	Allee Regular Clustered	Samara / N/A	Distinctly upright, soil adaptable
	Common Hackberry* (*Celtis occidentalis*)		40' x 30'	Regular Clustered	1/3" Berry / N/A	Tolerates drought/pollution/poor soils/ salt
	Little Leaf Linden* (*Tilia cordata*)		40' x 25'	Allee Regular Clustered	N/A / Yellow green	Tolerant of urban conditions, soil adaptable
	Sensation Box Elder* (*Acer negundo 'Sensation'*)		30' x 30'	Allee Regular Clustered	Samara / N/A	Tolerant of urban conditions/ poor soils/ salt
	Thornless Honeylocust* (*Gleditsia triacanthos var. inermis*)		30' x 25'	Regular Clustered	Samara / N/A	Brilliant red fall color
	Gamble Oak (*Quercus gambelii*)		25' x 20'	Clustered	Acorns / N/A	Native/great red fall color/
	Big Tooth Maple (*Acer grandidentatum*)		30' x 20'	Clustered	Samara / N/A	Great red fall color/requires well drained soil
	Sky Rocket Juniper (*Juniperus scopulorum 'Skyrocket'*)		20' x 3'	Allee Regular Clustered	Cones / N/A	Drought tolerant/withstands alkaline conditions
	Frontier Elm (*Ulmus x 'frontier'*)		30' x 25'	Allee Regular Clustered	N/A / N/A	Resistant to Dutch Elm disease

*-Denotes compatibility for use as a street tree.

PUBLIC PLANTING						
	SPICIFIC NAME (BOTANICAL)	**TYPE**	**SIZE** (H X SPREAD)	**PATTERN**	**PRODUCE/ COLOR IN BLOOM**	**SPECIAL INSTRUCTIONS**
Small Shade Trees <25 ft	Service Berry *(Amelanchia sp.)*		25' x 20'	Regular, Clustered	Nut/ White	Cream white fragrant flower, tolerates poor soils.
	Tatarian Maple * *(Acer Tataricum)*		25' x 20'	Clustered	Samara / N/A	Tolerates cold, drought, high ph soils. Excellent red fall color.
	Lavalle Hawthorn* *(Crataegus x lavallei)*		25' x 20'	Clustered	1/2" berry (persistent) white	Bronzy or coppery-red fall color with bright red persistent berries into winter.
	Canada Red Chokecherry *(Prunus virginiana 'Canada Red')*		25' x 20'	Allee, Regulalr, Clustered	1/3" berry white	Soil adaptable, tolerant of urban conditions, very attractive foliage.
	Amur Maackia *(Maackia amurensis)*		20' x 20'	Allee, Regular, Clustered	1/3" berry / white	Bronzy or coppery-red fall color with bright red persistent berries into winter.
	Flowering Plum *(Prunus cerasifera 'Thundercloud')*		20' x 15'	Allee, Regular, Clustered	N/A / pink flowers	Purple leaf. Tolerant of urban conditions.
	Crabapple (Malus 'Indian Magic')		20' x 20'	Allee, Regular, Clustered	Orange berry/ Deep pink blossoms	Persistent fruit. Tolerates uran conditions.
	Crabapple *(Malus 'prairifire')*		20' x 20'	Allee, Regular, Clustered	Red berry/ Red Blossoms	Persistent fruit. Tolerates uran conditions.

*-Denotes compatibility for use as a street tree.

PUBLIC PLANTING						
	SPICIFIC NAME (BOTANICAL)	**TYPE**	**SIZE (H X SPREAD)**	**PATTERN**	**PRODUCE/ COLOR IN BLOOM**	**SPECIAL INSTRUCTIONS**
Hedge	Karl Foerster Feather Reed Grass (*Calamagrostis x acutiflora 'Karl Foerster'*)		4'	Formal Massing	Seed heads/ White/Gold	Very attractive as a hedge in formal massings
	Blue Mist Spirea (*Caryolteris x clandonenesis*)		3 – 5'	Formal Massing	N/A / Blue/Purple	Flowers in summer/early fall
	Rubber Rabbit Brush (*Chrysothamnus nauseosus*)		4'	Informal Grouping	N/A / Yellow	Yellow fall cover/seeds and cover for birds
	Red Osier Dogwood (*Cornus sericea*)		8 – 15'	Informal Grouping	White berries / White	Attractive winter red twigs
	Hedge Cotoneaster (Cotoneaster lucida)		4 – 6'	Informal Grouping	Black berries / White	Dark green lustrous leaves in summer
	Mormon Tea (*Ephedra nevadensis*)		2 – 4'	Informal Grouping	N/A / N/A	Drought tolerant/evergreen
	Forsythia (*Forsythia*)		4 – 6'	Formal Massing	N/A / Yellow	Early spring flowers are powerful in large massing
	Rose of Sharron (Hibiscus syriacus)		6 – 12'	Formal Massing	N/A / White/Pink/ Purple/Blue	Showy flowers in summer
	Utah Honeysuckle (*Lonicera utahensis*)		3 – 5'	Formal Massing	Small red berries / white	Traditional pioneer plant
	Maiden Hair Grass (*Miscanthus sinensis*)		6'	Formal Massing	Seed heads / Bronze/Purple	Very attractive as a hedge in formal massings.
	Heavy Metal Switch Grass (*Panicum virgatum 'Heavy Metal'*)		5'	Formal Massing	Seed heads / gold	Upright/stiff habit
	Mock Orange (*Philadelphus coronarius*)		8'	Formal Massing	N/A / White	Traditional pioneer plant, fragrant flowers
	Purple Leaf Sand Cherry (*Prunus x cistena*)		8'	Formal Massing	N/A / White	Red/purple leaves
	Squawbush Sumac (*Rhus trilobata*)		4 – 6'	Informal Grouping	Small red pubescent berries / White	Excellent red fall color
	Golden Currant (*Ribes aureum*)		3'	Formal Massing	Yellow spring berries / Yellow	Red fall color/fruit for birds
	Wild Rose (*Rosa woodsii*)		2 – 6'	Informal Grouping	Rosehips / Pink/magenta	Drought tolerant
	Sutherland Gold Elderberry (*Sambucus racemosa 'Sutherland Gold'*)		8'	Formal Massing	Red/Black berries / White	Edible fruit/attractive yellow foliage
	Snow Berry (*Symphoricarpas alba*)		3'	Informal Grouping	White berries / White	Showy white berries
	Amur Maple (*Acer ginnala*)		10' - 20'	Formal Massing	Samara / N/A	Excellent Red Fall Color
	Utah Serviceberry (*Amelanchier utahensis*)		6 – 15'	Informal Grouping	Red/purple/ black pome / White	Important food source for wildlife
	Boxwood (*Buxus sempervirens*)		2 – 4'	Formal Massing	N/A / N/A	Evergreen shrub
	River Birch (*Betula occidentalis 'font clump'*)		15 – 20'	Informal Cluster	Catkin / N/A	Wet conditions/ Attractive red bark
	Hicks Yew (*Taxus x media*)		4 – 10'	Formal Massing	N/A / N/A	Evergreen shrub
	American Cranberry Bush Viburnum (*Viburnum trilobum 'Bailey Compact'*)		4'	Formal Massing	N/A / N/A	Rounded formal habit

PUBLIC PLANTING						
	SPICIFIC NAME (BOTANICAL)	**TYPE**	**SIZE (H X SPREAD)**	**PATTERN**	**PRODUCE/ COLOR IN BLOOM**	**SPECIAL INSTRUCTIONS**
Ground Cover	Bugleweed *(Ajuga)*		4"	Formal Massing	N/A / Blue/purple	Many cultivars are well adapted to region.
	Basket of Gold *(Alyssum)*		8" to 12"	Informal Grouping	N/A / Yellow Flower	Early spring bloomer
	Compinkie Rockcress *(Arabis alpine 'Compinkie')*		6"	Informal Grouping	N/A / Deep Rose	Evergreen foliage
	Kinnikinnik *(Arctostaphylos uva ursi)*		6" to 8"	Informal Grouping	Red Berries/ N/A	Evergreen, excellent red fall color.
	Rockcress *(Aubrieta)*		4" to 6"	Formal Massing	N/A / Magenta	Drought tolerant once established.
	Chocolate Flower *(Berlandiera lyrata)*		18"	Informal Grouping	N/A / Yellow	Drought tolerant once established.
	Poppy Mallow *(Callirhoe involucrata)*		2" to 4"	Informal Grouping	N/A / Magenta	Aggressive spreader. Attractive when paired with Berlandiera
	Snow in Summer *(Cerastium arvense)*		4" to 6"	Formal Massing	N/A / White	
	Dwarf Tickseed *(Careopsis 'nana')*		6" to 8"	Formal Massing	N/A / Gold	Late spring bloomer.
	Hardy Ice Plant *(Delosperma)*		4" to 6"	Informal Grouping	N/A / Varies	
	Yarrow *(Achillea millefolium)*		2' x 2'	Informal Massing	N/A / Yellow Flowers	Drought tolerant.
	Sulphur Flowers *(Eriogonum umbrellatum aureun)*		5"	Informal Grouping	N/A / Yellow	Summer bloomer
	Goblin Blanket Flower *(Gaillardia 'Goblin')*		12"	Informal Grouping	N/A / Yellow/Red	Heavy resseder
	Mountain Boxwood *(Pachistima myrsinides)*		8"	Informal Grouping	N/A / N/A	Evergreen
	Sedum *(Sedum)*		4" to 12"	Informal Grouping	N/A / Varies	Many cultivars are well adapted to region
	Scarlet Globemallow *(Sphaeralcea coccinea)*		6" to 12"	Informal Grouping	N/A / N/A	
	Lambs Ear *(Stachys Byzantine "Helen Von Stein')*		8" to 10 "	Informal Grouping	N/A / Rose-purple	
Small Shrub	Silvermound Sage *(Artemesia schmidtiana)*		10" to 12"	Formal Massing	N/A / N/A	Uniform Mounding shape
	Black Sage *(Artemisia nova)*		18"	Informal Grouping	N/A / N/A	Drought tolerant once established.
	Creeping Potentilla *(Potentilla neumanniana)*		12"	Formal Massing	N/A / Yellow	Slow growing creeping form
	Dwarf Mugo Pine *(Pinus Mugo Mops)*		3' x 3'	Formal Massing	Cone/ N/A	Evergreen
Perennial	Blue Flax (Linum Lewisii)		15"	Formal Massing	N/A / Blue	Heavy reseeder

EXHIBIT "J"

Exhibit "J"- **Master Declaration of Covenants, Conditions and Restrictions of The Villages at Saratoga Springs (Fox Hollow)- Effective June 14, 2004**

Master Declaration of Covenants, Conditions and Restrictions of
The Villages at Saratoga Springs Master Planned Community
City of Saratoga Springs, Utah

This Declaration of Master Covenants, Conditions and Restrictions is made and executed effective as of June 14, 2004, by The Villages at Saratoga Springs, L.C., a Utah limited liability company, with a mailing address of 2696 North University Avenue, Suite 220, Provo, Utah 84604 ("Declarant"),

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Feb 13 12:27 pm FEE 174.00 BY SS
RECORDED FOR BACKMAN TITLE SERVICES LTD

RECITIALS:

A. Declarant is the owner of the property in the City of Saratoga Springs, Utah County, Utah more particularly described in EXHIBIT "A" attached hereto and made a part hereof (the "Property").

B. The Property is covered by Master Development Plan and Master Development Agreement both approved by the City of Saratoga Springs (the "City") Council on March 26, 2002, and recorded under entry number 26187:2002 at the Utah County Recorder's Office. (Collectively the "Master Plan").

C. This Declaration is intended to provide for the development of the Property as provided by the Master Plan and to accommodate the mix of land units provided in the Master Plan, including open space, and to protect the natural beauty, quality, desirability and attractiveness of the Project (as hereinafter defined).

D. It is expected that the future development of the Project will result in declarations of covenants, conditions and restrictions for individual Phases of Development (as hereinafter defined). This Declaration is not intended to preempt or take the place of the Phase Declarations (as hereinafter defined) for the Phases of Development but is intended to supplement such Phase Declarations and to provide for a common scheme of development with common or shared interest in the open spaces and improvements. This Declaration is designed to complement local government regulations, and to the extent conflicts occur, the more restrictive requirement shall apply.

E. The Villages at Saratoga Springs Home Owners Association, Inc., a non profit corporation, has been or will be incorporated under the laws of Utah, (hereinafter called the "Master Association") in order to allow for the common control, management and ownership of the Master Association Property (as hereinafter defined) and improvements that may be made on the master Association Property for the benefit of all the Phases of Developments to be developed on the Project as well as any other property that may hereafter be annexed to the Project. Sub-Associations (as hereinafter defined) may be formed for the Phases of Development of the Project.

NOW THEREFORE, it is hereby declared that the Property is held and shall be held,

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sold, conveyed, developed, improved, leased, encumbered, occupied and used subject to this Declaration as to the following covenants, conditions, restrictions, reservations, limitations, easements, liens, and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Project and in furtherance of the protection, maintenance, subdivision, development, improvement, sale and lease of the Project in accordance with the Master Plan. The provisions of this Declaration shall be for the mutual benefit of all owners of the Property and shall constitute covenants to run with the land and shall be binding on and for the benefit of Declarant, it successors and assigns, the Master Association, its successors and assigns, and all subsequent owners of all or any part of the Property, together with their grantees, successors and assigns.

1. DEFINITIONS

1.1 Definitions. Unless the context clearly indicates otherwise, the following terms shall have the following meanings when used in this Declaration:

"ARC" The Architectural Review Committee created pursuant to Article 8 of this Declaration.

"Articles" shall mean the Articles of Incorporation of the Master Association filled or to be filled in the Utah Division of Corporations and Uniform Commercial Code, as such Articles may be amended from time to time.

"Board" shall mean and refer to the Board if Directors of the Master Association as duly elected in accordance with the Articles and Bylaws.

"Building" A structure constructed on a Unit on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

"Bylaws" shall mean the Bylaws of the Master Association, as such Bylaws may be amended from time to time.

"Delegate" shall mean a natural person selected to represent a Delegate District and to cast votes on behalf of all Owners within such Delegate District as provided in Section 4.3 of this Declaration.

"Delegate District" shall mean a Phase of Development or other group of Members established by this Declaration, or hereafter established by the Board, from which a Delegate is chosen to represent the collective voting power of the Owners as provided in Section 4.3 of this Declaration.

"Declarant" shall mean The Villages at Saratoga Springs, L.C. and/or any of its successors or assigns which may acquire ownership of the Project or any part thereof and where The Villages at Saratoga Springs, L.C.'s rights as Declarant hereunder are assigned or

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other wise passed by operation of law.

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"Declaration" shall mean this instrument as it may be amended from time to time as herein provided.

"Improvements" All structures and appurtenances thereto of all kinds and types, including but not limited to, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

"Limited Use Property" shall mean any property (including improvements thereon) for the common use and benefit of some but not all Members under an arrangement between the Master Association or any other group of Members, other than a single Sub-Association, for common areas and facilities or amenities to be owned and/or managed by the Master Association for the benefit and use of less than all Members of the Master Association.

"Master Association" shall mean The Villages at Saratoga Springs Homes Owners Association that has been or will be incorporated as referred to in Recital 5 of this Declaration.

"Master Association Documents" shall mean this Declaration, the Articles and Bylaws and all rules and regulations adopted by the Master Association under this Declaration, including, by way of example and not limitation, the Supplemental Design Guidelines and the rules and regulations relating to the use of the Master Association Property.

"Master Association Property" shall mean the property (including improvements thereon) owned and/or managed by the Master Association for the common use and benefit of all Members of the Master Association.

"Master Plan" shall mean the Master Development Plan and Master Development Agreement referred to in Recital 2 to this Declaration.

"Member" shall mean and refer to every person or entity holding a membership in the Master Association as provided herein.

"Mortgage" shall mean any deed of trust, mortgage or other security instrument by which a Unit, Equivalent Units or any part thereof are encumbered.

"Mortgagee" shall mean any beneficiary, holder or mortgagee under a Mortgage or any successor in interest of such beneficiary, holder or mortgagee.

"Open Space" shall mean the portion of the Project designated on the Master Plan as "Open Space" as that designation may be changed from time to time by amendment of the

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Master Plan.

"**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, a fee simple record title of any Unit, including contract sellers but excluding those having such interest merely as security for the performance of an obligation and shall not include any Mortgagee unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Owner shall also mean any owner of undeveloped portions of the Property.

"**Participating Developer**" shall mean a Person, other than Declarant or its successors, who acquires a portion of the Project for the purpose of improving such portion for resale to the general public, in accordance with the Master Development Plan, as well as home builders who purchases Units from Declarant in bulk for the purpose of building residences on the Unites for sale to the general public.

"**Person**" shall mean a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

"**Phase Declaration**" shall mean the declaration of covenants, conditions and restrictions for each Phase of Development on the Project and all amendments thereto and all supplementary declarations used to annex additional property to such Phase of Development.

"**Phase of Development**" shall mean each subdivision, condominium project, planned unit development project or other development, and any combination or additions of the same, located on the Project that is covered or governed by a separate Phase Declaration and has a separate Sub-Association.

"**Project**" shall mean the Property and all additional real property hereafter annexed to and made subject to this Declaration, the Master Plan and to the jurisdiction of the Master Association pursuant to Article 2 of this Declaration.

"**Property**" shall mean the real property described in Section 2.1 of this Declaration.

"**Sub-Association**" shall mean the owners association formed or to be formed for each Phase of Development to have the responsibility and to fulfill the purposes set out in the Phase Declaration for the Phase of Development and the successors and assigns of each association.

"**Sub-Association Architectural Committee**" shall mean any architectural control committee, however designated, which is responsible for approving construction, improvements and landscaping for a Phase of Development pursuant to a Phase Declaration.

"**Unit**" shall mean any residential lot, condominium unit, or other residential unit, other than a residential apartment unit whether attached or unattached, or parcel of land, other than common areas, shown on the recorded subdivision plat or plat of condominium for

any Phase of Development in the Project.

2. DEVELOPMENT OF PROJECT

2.1 Development of Project in Accordance with Master Plan. It is Declarant's intent (but not an obligation) that the Project, and all portions thereof be developed and used in accordance with the Master Plan. Declarant reserves the right to seek the approval of any amendment of the Master Plan as it affects the Property and upon any such amendment, the Project shall be developed in accordance with the Master Plan as so amended.

2.2 Phases of Development. As any portion of the Project is developed as single-family or multi-family residential units, Declarant or participating Developer, shall, with respect thereto, record a Phase Declaration or an amendment or supplement to an existing Phase Declaration annexing the property being developed into an existing Phase of Development. All Phase Declarations shall be subject to this Declaration and shall incorporate this Declaration therein by reference. Such Phase Declarations shall designate the areas affected and may impose such further or more restrictive conditions, covenants, restrictions, land uses and limitations as Declarant or the Participating Developer may deem advisable, taking into account the particular requirements of each Phase of Development. This Declaration shall control in the event of any conflict between any Phase Declaration and the provisions of this Declaration, although such documents shall be construed to be consistent with one another to the extent possible. The inclusion in any Phase Declaration of conditions, restrictions covenants, land uses and limitations which are more restrictive or more inclusive than the restrictions contained in this Master Declaration shall not be deemed to constitute a conflict with the provisions of this Master Declaration. A Phase Declaration for each Phase of Development of the Project shall provide for the establishment of a Sub-Association, with all Owners of Units within the Phase of Development to be members of the Sub-Association. As each Phase of Development is developed, title to and control over the common area within the Phase of Development intended to be owned and controlled by the Sub-Association if any, shall be transferred to the Sub-Association in accordance with the provisions of the Phase Declaration.

2.3 Designation and Conveyance of Master Association Property. Declarant will dedicate and/or convey to the Master Association fee title to the portion of Open Space set out in the Master Plan as open space or parks unless such open space or park is designated as a public park or unless Declarant and City hereafter mutually determine that it is in the best interest of the Project and the City to change the designation to a public park, in which event, Declarant will dedicate said public park areas to the City. Such dedications and conveyances shall be made as provided in the Master Plan or as Declarant may so determine. The Master Association shall accept title to all Property conveyed to it by Declarant.

2.4 Limited Use Property. Declarant or a Participating Developer may convey Limited Use Property to the Master Association for the common use and benefit of some but not all Members. Two or more Sub-Associations or another identifiable group of Members

other than a single Sub-Association, may convey to the Master Association or may enter into an agreement with the Master Association to manage common areas and facilities or amenities for the benefit and use of less than all Members of the Master Association. All of the costs associated with the ownership, operations, maintenance, repair, replacement and insurance of Limited Use Property shall be assessed against the Owners of Units in only those Sub-Associations or other groups of Members committed to and benefited or served by such Limited Use Property. If Limited Use Property benefits any group of Members other than Sub-Associations, a document shall be recorded which identifies the Limited Use Property and the Units subject to Assessment of the Limited Use Property and which contains a statement that such Units shall be subject to Limited Use Assessments.

2.5 Annexation of Additional Property. Additional Property may be annexed to the Project and brought within the provisions of this Master Declaration and the Master Plan by the Declarant, at any time, without the approval of any Owner or the Master Association. To annex additional property to the Project, the Declarant shall record an amendment to this Master Declaration which shall specify the annexation of the additional property to the Project and which may supplement this Master Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Declarant may deem as appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. Upon such annexation, the Owners of the Units within the annexed property shall become Members of the Master Association with all rights, privileges and obligations as all other Members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to the Project, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.4 of this Master Declaration. No property shall be annexed to the Project unless and until, the annexed property is made part of the Master Plan as provided by the Master Development Agreement.

2.6 Withdrawal of Property. Declarant, or its successor, reserves the right to unilaterally amend this Declaration to withdraw any of the Property not theretofore included in a Phase of Development or conveyed to the Master Association for the purpose of including the withdrawn property from the provisions of this Declaration so long as the Master Plan is also amended to include the land to be withdrawn.

3. MASTER ASSOCIATION PROPERTY

3.1 Member's Easement of Enjoyment. Every Owner and other Member shall have a non-exclusive right and easement of use and enjoyment in and to the Master Association Property, which easement shall be appurtenant to and shall pass with title to every Unit subject to the following provisions.

3.1.1 The right of Declarant or any Participating Developer to designate and convey to the Master Association additional Master Association Property pursuant to Article 2 of this Declaration.

3.1.2 The right of the Master Association to establish uniform rules and regulations pertaining to the use of the Master Association Property and any recreational and other facilities located thereon and to prohibit access to portions of the Master Association Property, such as landscaped rights of way, not intended for use by the Members. The rules and regulations shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Master Association Property or the safety and convenience of the users thereof, or otherwise shall serve to promote the best interests of the Members.

3.1.3 The right of the Master Association to charge Members uniform and reasonable admission and other fees for the use of any facilities situated upon the Master Association Property.

3.1.4 The right of the Master Association to permit non-members to use the Master Association Property and any facilities situated on the Master Association Property upon the payment of fees established by the Board.

3.1.5 The right of the Master Association to improve that Master Association Property by constructing facilities and improvements by replacing, refurbishing, reconstructing or repairing any improvement, destroyed trees or other vegetation on Master Association Property and by planting trees, shrubs and ground cover thereon, and the right of the Master Association to close or limit the use of portions of the Master Association Property, while repairing and maintaining the same.

3.1.6 The right of the Master Association, with the affirmative vote of two-thirds of the voting power of the Master Association, to borrow money for the purpose of improving the Master Association Property and facilities and in aid thereof, to mortgage, pledge a deed in trust to any or all of its real or personal property as security for money borrowed or debts incurred.

3.1.7 The right of the Master Association to suspend the right of any Member and the persons deriving such rights from any Member to use the Master Association Property (i) for any period during which any assessment against such Member's unit remains unpaid and delinquent; (ii) for a period not to exceed 60 days for any infraction of this Declaration or other Master Association Documents; and (iii) for successive 60 day periods if any such infraction is not corrected during any prior 60 day suspension period.

3.1.8 The right of the Master Association to transfer or grant to Declarant, Participating Builder, public agencies, authorities or utilities such easements, licenses, permits or rights of way in, on or over the Master Association Property for public utilities, roads and/or for other purposes consistent with the intended use of the Master Association Property or as provided in the Master Plan and this Master

Declaration and reasonably necessary or useful for the property development, use, maintenance or operation of the Project, which are intended to benefit the Project and which do not have any substantial adverse effect on the enjoyment of the Master Association Property by the Members.

3.1.9 The right, but not the obligation, of Declarant to construct improvements on the Master Association Property at any time and from time to time for the improvement and enhancement thereof and for the benefit of the Master Association and Owners, Declarant shall convey or transfer such improvements to the Master Association and the Master Association shall be obligated to accept title to, care for and maintain the same.

3.1.10 The right of Declarant and its sales agents, prospective customers, guests and representatives to the non-exclusive use of the Master Association Property and the facilities thereon, without charge, for sales, display, access, ingress, egress, exhibit purposes and other purposes deemed useful by the Declarant and its representatives in advertising and promoting the Project, such use shall not unreasonably interfere with the rights of enjoyments of the Members as provided herein.

3.1.11 The right of the Declarant and Participating Developers to an easement for encroachments over the Master Association Property created or necessitated by construction and overhangs as designed or constructed by Declarant or such Participating Developer and for constructing, building, excavating, settling, shifting and movement of any portion of the improvements thereon. A valid easement for such encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances or trespasses upon any part of the Master Association Property. Encroachments referred to herein include, but are not limited to, encroachments caused by: (i) error in the original construction of any improvements constructed on the Project by Declarant or such Participating Developer; (ii) error in any recorded plat or map, (iii) settling, rising or shifting of the earth; or (iv) changes in position caused by repair or reconstruction of any improvement.

3.1.12 The right of Declarant or assigns, so long as Declarant or assigns hold Class B membership in the Master Association, to convey to the City all or part of the Master Association Property and/or the maintenance responsibility for landscaping within public rights-of-way or other public areas of the Project is, in Declarant's sole judgment, such conveyance or reassignment is in the best interest of the Owners and the Master Association.

3.1.13 The right of Declarant, with the consent of the Board to enter into agreement(s) with the City of Saratoga Springs that provide that some or all of the Master Association Property shall be open to the public as public parks even through

the Master Association Property to be open to the public will be owned and maintained by the Master Association in exchange for park impact fee credits so as to make it possible for Declarant to make more and/or better improvements to the Master Association Property. The Master Association Property to be open to the public as public parks pursuant to such an agreement shall be so designated on the subdivision plat(s) that include the Master Association Property to be open to the public.

3.2 Delegation of Use. Any Owner may delegate, subject to reasonable rules and regulations adopted by the Board and in accordance with any applicable provisions of the Bylaws, his rights of enjoyment to the Master Association Property and the facilities thereon to the members of his family, his tenants, or contract purchasers under a recorded installment sale contract who reside or occupy his Unit subject to the provisions of Section 4.4 hereof. Guests of an Owner may use the Master Association Property and the facilities thereon only in accordance with the rules and regulations adopted by the Board, which rules and regulations may limit the number of guests who may use the Master Association Property and the facilities thereon. The Board may also promulgate rules and regulations limiting the use of the Master Association Property and facilities thereon to one co-owner and his immediate family with respect to any Unit in co-ownership.

3.3 Easement Right of Declarant to Construction. An easement is reserved by and granted to Declarant and to Participating Developers, with the consent of Declarant, for access, ingress, and egress over, in, upon, under, and across the Master Association Property, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's and Participating Developer's construction on the Project; provided, however, that no such rights or easements shall be exercised in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Member to any recreational facility located on the Master Association Property.

3.4 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Master Association, nor release his Unit from the liens and charges thereof, by waiver of the use and enjoyment of the Master Association Property and the facilities thereon or by abandonment of his Unit.

3.5 Transfer of Title to the Master Association Property upon Dissolution of the Master Association. In the event of the dissolution of the Master Association, the Master Association Property shall, to the extent reasonably possible, be conveyor transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the Bylaws, the Articles or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Master Association Property shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Master Association and improvements on a pro rata basis which conforms substantially with

the assessment procedure, terms, and conditions set forth in Article 6 of this Declaration. To the extent the foregoing is not possible, the Master Association Property shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners.

4. MEMBERSHIP IN MASTER ASSOCIATION

4.1 Membership. Members in the Master Association shall be (i) Declarant (irrespective of whether Declarant is the Owner of a Unit), for so long as Declarant is a Class B Member pursuant to Section 4.2 of this Article, and (ii) each Owner (including Declarant and any Participating Developer) of one or more Units subject to assessment in any Phase of Development. The Person or Persons who constitute the Owner of a Unit shall automatically be the holder of the Membership in the Master Association, which Membership shall be appurtenant to the Unit to which it is attached. Such Membership shall automatically pass with fee simple title to the Unit. Ownership of a Unit shall be the sole qualification for an Owner's Membership in the Master Association. Declarant shall hold a separate Membership in the Master Association for each Unit owned by Declarant. Except for Declarant's Class B Membership, Membership, in the Master Association shall not be assigned, transferred, pledged or alienated in any way separate and apart from the transfer of fee simple title to a Unit. Declarant's Class B Membership may not be partially assigned or held by more than one entity and may not be transferred except to a successor to Declarant's rights to all or a portion of the Property. Any attempt to make a prohibited Membership transfer shall be void and will not be reflected on the books of the Master Association. Membership in the Master Association shall be in addition to membership in any Sub-Association responsible for the Phase of Development in which a Member's Unit is located.

4.2 Voting Rights in Master Association. The Master Association shall have two classes of voting Membership as follows:

4.2.1 *Class A.* Class A Members shall be all Owners of Units (including the Declarant and Participating Developers). There shall be one vote for each Unit in a Phase of Development for which assessments have commenced. Unless otherwise specified in this Declaration or the Bylaws, the vote of each Unit shall be exercised by the Voting Delegate as provided in Section 4.3. In any situation where a Member is personally entitled to vote his Class A Membership and more than one person holds an interest in the Unit only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A vote for each Unit shall be exercised, if at all, as a unit. Where no voting co-owner is designated, or if such designation shall be revoked, the vote for such Unit shall be exercised as mutually agreed upon by the co-owners of the Unit. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with consent of his or her co-owners. No vote shall be cast for any Unit if all co-owners, present in person or by proxy, owning such Unit, cannot agree to said vote or other action. Any Mortgagee who

acquires title to a Unit pursuant to a judgment of foreclosure or a trustee sale shall automatically become entitled to exercise all voting rights which the Owner so said Unit would otherwise have had.

4.2.2 *Class B.* The Class B Member shall be Declarant. The rights of the Class B Member, including rights reserved to the Declarant for so long as it retains Class B Membership, are specified elsewhere in this Declaration. The Class B Member shall not be considered a part of the voting power of the Master Association but shall have the right to elect or designate a majority of the members of the Board. The Class B Membership shall continue for as long as the Declarant or the assignee or the Class B Membership owns Units and/or undeveloped Property on which Units can be developed which in the aggregate equal at least 5% of the Units that can be developed in the Project under the Master Plan. Declarant or the assignee of the Class B Membership may terminate the Class B Membership in any time by recording a declaration terminating the Class B Membership. Declarant's Class b Membership in Sub-Associations shall be not governed by this provision but shall be governed by the Phase Declaration for the Phase of Development covered by the Sub-Association and the Sub-Association Documents.

4.3 Delegate Voting System. Except as this Declaration or other Master Association Documents may provide for vote to be personally cast by individual Owners, all Class A Members' Votes shall be cast by Delegates of Delegate Districts as hereinafter provided.

4.3.1 *Delegate Districts.* Each Phase of Development shall constitute a Delegate District for exercising the voting rights of the Class A Members in the Master Association. The Sub-Association for each Phase of Development shall exercise the voting owner of all the Class A Members in such Sub-Association. Each Sub-Association shall designate an officer or Director to act as the Delegate to exercise the voting power of the Members of the Sub-Association and an officer or Director to act as the alternate Delegate to exercise the voting power of the Members of the Sub-Association in the absence of the Delegate. Each Sub-Association shall submit the name of its Delegate and alternate Delegate five days prior to the annual meeting of the Master Association and at such other time as the Delegates may be changed by the Sub-Association.

4.3.2 *Delegate Voting.* Each Delegate shall cast one vote for each Class A Membership in the Delegate's District. At each meeting of Delegates, each Delegate shall cast the votes that he represents in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting on behalf of all the Class A Members in the Delegate's Delegate District; provided, however, that a Sub-Association for a Phase of Development shall have the authority to call special meetings of the Sub-Association in the manner provided in the Sub-Association Bylaws or other applicable documents that the purpose of obtaining instructions as to

the manner in which its Delegate is to vote on any issue to be voted on by the Delegates. In the absence of such a Bylaw provision, a meeting may be called by the Delegate for the purpose of deciding how the Delegate shall vote and the vote of a majority of the Members represented at that meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of the Master Association business that any Delegate casting votes on behalf of the Class A Members in such Delegate's District will have acted with the authority and consent of all such Members. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein and in the Bylaws, shall be deemed to be binding on all Members and their successors and assigns.

4.4 Delegation of Membership. A Member shall have the right to delegate, subject to reasonable Rules and Regulations adopted by the Board and in Accordance with applicable provisions of the Bylaws, his rights of use and enjoyments of the Master Association Property to a lessee of his Unit; provided, however, (i) that such lessee shall have a written, recorded leases for a term of not less than six months which lease shall expressly delegate to the lessee such Member-lessor's right of use and enjoyment of the Master Association Property, and (ii) that such Member-lessor shall not be entitled to the use and enjoyment of the recreations facilities or other Master Association Property during the term of such delegation. Upon termination of a lessee's lease, the lessee's right of use and enjoyment of the Master Association Property shall cease and immediately vest in the Member-lessor until such time as the Member-lessor delegates his right of use and enjoyment to a new lessee under this Section 4.4. The Member-lessor shall remain liable for all assessments attributable to his Unit. A Member who has sold his Unit to a contract purchaser under a Recorded installment sale contract shall also be entitled to delegate to such contract purchaser his Membership rights in the Master Association; provided, however, that such Member-contract seller shall not be entitled to the use and enjoyment of the recreational facilities or other Master Association Property during the term of such delegation. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser shall have the right of use of the Master Association Property. The contract seller, however, shall remain liable for all assessments attributable to his Unit until fee title to the Unit sold is transferred.

4.5 Transfer of Membership. If the Owner of any Unit fails or refuses to transfer the Membership registered in his name to the purchaser of such Unit upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Master Association. The Master Association may levy a reasonable transfer fee against new Owners and their Units (which fee shall be added to the Common Assessment chargeable to such new Owner) to reimburse the Master Association for the administrative costs of transferring, on the records of the Master Association, the Memberships to the new Owners.

4.6 Multiple Ownership of Units. When more than one Person ("co-owner") owns an interest or interest in any Unit, all such co-owners shall be members subject to the

voting restrictions set out in Section 4.2 and subject to the right of the Board to limit use of Master Association Property to one such co-owner as provided in Section 3.2. All co-owners shall be jointly and severally responsible for all for all of the obligations imposed upon the jointly owned Unit and shall be entitled to all other benefits of ownership.

5. DUTIES AND POWERS OF MASTER ASSOCIATION

5.1 Powers and Duties. The Master Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Master Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to the exercise of any of the express powers of the Master Association. Without in any way limited the generality of the foregoing, the Master Association may act through its Board and shall specifically have the powers and duties set out in the Article 5, including:

5.2 Assessments. The powers and duty to levy assessments on the Owners of Units in Phases of Development in which Assessments have commenced, and to enforce payment of such assessments in accordance with the provisions of Article 6 hereof.

5.3 Master Association Property. The right to own and/or lease the Master Association Property and the duty to maintain and manage the Master Association Property and all facilities and improvement thereon, all other property acquired by the Master Association, and the landscaping within public areas, including rights-of-way, within the Project. In particular the Master Association shall:

5.3.1 Maintain and repair in a neat and attractive condition all Master Association Property and all improvements thereon and all public areas within the Project, including rights-of-way, and pay for gardening and other necessary services therefore.

5.3.2 Pay all taxes and assessments levied upon the Master Association Property and all taxes and assessments payable by the Master Association.

5.3.3 Obtain any water, sewer, gas and electric services needed for the Master Association Property and any recreational facilities or other improvements located on the Master Association Property.

5.3.4 Convey to the City all or part of the Master Association Property and/or duty to maintain public areas, including rights-of way, within the Project is such conveyance or reassignment is determined by the Board to be in the best interest of the Owner and the Master Association.

5.4 Manager, Employees, Agents and Consultants. The power but not the duty to employ or contract with a professional manager to perform all or any part of the duties and

responsibilities of the Master Association, and shall have the power but not the duty to delegate its powers to committees, officers and employees of the Master Association. Any such management agreement, or any agreement providing for services by Declarant to the Master Association, shall be for a term of not in excess of one year subject to cancellation by the Master Association for cause, and without cause (and without penalty or the payment of a termination fee) at any time upon 90 days written notice. The power but not the duty, if deemed appropriate by the Board to hire and discharge employees and agents and to retain an pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or exercise of any powers of the Master Association under this Master Declaration.

5.5 Rights of Entry and Enforcement. The power but not the duty, after notice and hearing, to enter upon any Unit without being liable to any Owner except for damage caused by the Master Association entering or acting in bad faith, for the purpose of enforcing by peaceful means the provisions of this Master Declaration. The Master Association may also commence and maintain action and suits to restrain and enjoin any breach or threatened breach of the restrictions set out in the Master Association Documents and to enforce, by mandatory injunctions or otherwise, all of the provisions of those restrictions. If an action is brought by the Master Association, the prevailing party shall be entitled to reasonable costs and attorneys fees.

5.6 Acquiring Property and Construction on Master Association Property. The power but not the duty to acquire property or interest in property for the common benefit of Owners, including improvements and personal property. The power but not the duty to construct new improvements or additions to the Master Association Property.

5.7 Limited Use Property. The power but not the duty to enter into agreements or arrangements with Sub-Associations or other groups of Members to own and/or manage and operate Limited Use Property for the benefit of less than all of the Members and to assess only the Members benefited by the Limited Use Property.

5.8 Contracts with Sub-Associations. The power but not the duty to enter into contracts with Sub-Associations to provide services to or to maintain and repair Improvements within Phases of Development which the Master Association is not otherwise required to maintain pursuant to this Master Declaration, and the power, but not the duty to contract with third parties for such services. Any contract or service agreement with a Sub-Association must, however, provide for payment to the Master Association of the cost of providing such service or maintenance.

5.9 Books and Records. The power and the duty to keep, or cause to be kept, true and correct books and records of account in accordance with generally accepted accounting principles. The power and the duty to make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees or their representatives, current copies of the Master Association Documents and the books,

records and financial statements of the Master Association. The Master Association may charge a reasonable fee for copying such materials.

5.10 Maintenance of Other Areas. The power but not the duty to maintain and repair parkways, entry structures and community signs identifying the Project, to the extent deemed advisable by the Board.

5.11 Rules and Regulations. The Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate relating to the use and occupancy of the Master Association Property, which shall be binding upon all Persons subject to this Master Declaration, whether Members or not; provided, however, that the rules and regulations shall not discriminate among Members and shall not be inconsistent with this Master Declaration, the Articles or the Bylaws. The rules and regulations may also include the establishment of a Default Assessment related to the enforcement and/or violation thereof. The rules and regulations may be established, modified or amended by the Board. A copy of the rules and regulations, as they may from time to time be adopted, amended or repealed, shall be posted in a conspicuous place on the Master Association Property and ay be mailed or otherwise delivered to each member. Upon such mailing, delivery or posting, the rules and regulations shall have the same force and effect as if they were set forth herein and shall be binding on all Persons having any interest in, or making any use of any part of the Master Association Property and facilities thereon, whether or not Members; provided, however, that the rules and regulations shall be enforceable only to the extent that they are consistent with this Master Declaration, the Articles and the Bylaws. In the event of any conflict, the provisions of the rules and regulations shall be deemed to be superseded by the provisions of this Master Declarations, the Articles or the Bylaws to the extent of any such conflict. The rules and regulations may not be used to amend this Master Declaration, the Articles or the Bylaws.

5.12 Insurance. The Master Association shall maintain such policy of insurance provided for in this Declaration, the Articles and the Bylaws and such other insurance as the Board deems necessary or desirable in furthering the purpose of the protection of the interest of the Master Association and its Members. Premiums for all insurance carried by the Master Association are common expenses of the Master Association and shall be included in the regular assessments made by the Master Association.

6. ASSESSMENTS

6.1 Types of Assessments. The Declarant, for each Unit and each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Master Association;

6.1.1 Common Assessments to be fixed, established and collected as hereinafter provided;

6.1.2 Special Assessments for capital improvements and other purposes as stated herein, to be fixed, established and collected from time to time as hereinafter provided;

6.1.3 Limited Use Assessments for any Unit subject to assessments for Limited Use Property as provided in Section 2.4 of this Declaration, which assessment shall be assessed equally to all Units subject to Limited Use Assessments and shall be fixed, established and collected from time to time as hereinafter provided;

6.1.4 Default Assessments which may be assessed against an Owner's Unit pursuant to the Master Association Documents for failure to perform an obligation under the Master Association Documents or because the Master Association has incurred an expense on behalf of the Owner under the Master Association Documents.

6.2 Creation of Lien and Personal Obligation for Assessments. The Common, Special, Limited Use, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made until paid. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the Owner of such Unit at the time when the assessment fell due. Assessments on Units shall be levied against each Unit.

6.3 Purpose of Assessments. The Assessments levied by the Master Association shall be used exclusive to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development and for the maintenance, operation and improvement of the Master Association Property and, where applicable Limited Use Property, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment, materials, improvements and management

6.4 Common Assessments. The Board shall prepare a budget prior to the beginning of each calendar year estimating its cash flow requirements for the next year and an estimate of the Common Assessments to be charged each Owner and distribute them to the Owners at least 30 days prior to the meeting of the Board at which assessments are to be set. The Owners shall have the opportunity to discuss them at a Board meeting called for that purpose prior to their final approval. On or before December 31 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Master Association's Common Assessments for the upcoming year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those improvements on the Master Association Property which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year, and other purposes and shall include any expected income and surpluses from the prior year.

6.5 Basis and Maximum Annual Common Assessments and Initial Common Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner other than the Declarant or Participating Developer, the maximum Annual Common Assessment shall be $500.00 per Unit. At the time of closing on the Unit the first year's assessment for each Unit shall be paid by the Member to the Association. From and after January 1 of the year immediately following conveyance of the first Unit to an Owner other than the Declarant or Participating Developer, the maximum Annual Common Assessment may be increased each year by not more than 15 percent above the maximum Annual Common Assessment for the previous year without the affirmative vote of two-thirds of the voting power of the Master Association at a meeting dully called for that purpose; and so long as there is a Class B Membership, the consent of the Declarant. The Board may fix the Annual Common Assessments at an amount not in excess of the maximum. At the time of the first conveyance of each Unit to an Owner other than Declarant or a Participating Developer, the Owner shall pay the current Annual Common Assessment prorated for the remaining portion of that fiscal year and an Initial Common Assessment of an amount determined by the Board, but until the Board directs otherwise, $500.00. The Initial Common Assessment is not in lieu of the Annual Common Assessment.

6.6 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Master Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including by not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements of any Master Association Property, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by the Board it shall become an additional Special Assessment. The Board may, in its discretion, provide for the payment in installments of such Special Assessment over the remaining months of the year or levy the Special Assessment immediately against each Unit. Except for the initial Special Assessment, Special Assessments shall be due on the first day of the month following notice of levy. Excluding the initial Special Assessment, any Special Assessment which singly or in the aggregate with previous Special Assessments (excluding the initial Special Assessment) for the fiscal year would amount to more than 15 percent of the budgeted gross expenses of the Master Association for the year, shall require the affirmative vote of a majority the voting power of the Master Association at a meeting duly called for that purpose; and, so long as there is a Class B Membership, the consent of the Declarant.

6.7 Limited Use Assessment. Limited Use Assessments shall be levied equally against all Units in Sub-Associations or other groups of Members benefiting from and committed to Limited Use Property, if any. Limited Use Assessments shall be fixed, established and collected from time to time by as agreed between the Master Association and the Sub-Associations or other group of Members entering into the arrangement for such Limited Use Property.

6.8 Uniform Rate of Assessment. Common Assessments and Special

Assessments shall be fixed and assessed at a uniform rate for each Unit regardless of the size, location or type of Unit. No assessments shall be levied against or payable for Units owned by Declarant or Participating Developer provided that no portion of such Unit has been used or occupied for residential purposes.

6.9 Date of Commencements of Annual Assessments: Due Dates. Common and Special Assessments provided for herein shall commence as on all Units within a Phase of Development on the first day of the month following the recording of the first deed conveying the first Unit within that Phase of Development to an Owner other than Declarant or a Participating Developer. The Assessments, except the initial Common Assessment, shall be prorated according to the number of months remaining in the calendar year. Common Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter.

6.10 Default Assessments. All monetary fines assessed against an Owner pursuant to the Master Association Documents, or any expense of the Master Association which is the obligation of an Owner or which is incurred by the Master Association on behalf of the Owner pursuant to the Master Association Documents, shall be a Default Assessments and shall become a lien against such Owner's Unit which maybe foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

6.11 Collection of Assessments by Sub-Association. The Master Association may enter into an agreement with any Sub-Association to allow said Sub-Association to collect Common, Special and/or Limited Use Assessments as agent for the Master Association in the same manner as its Sub-Association assessments and to remit them to the Master Association on a timely basis. Such an agreement shall not affect Master Association's lien against any Unit or the Master Association's ability to enforce or collect it Assessments as provided hereunder, if they are not remitted to the Master Association in a timely manner. The Master Association may also enter into an agreement with any Sub-Association to collect Regular, and Special Assessments of the Sub-Association as agent for the Sub-Association in the same manner as its Master Association assessments and to remit them to the Sub-Association on a timely basis.

6.12 Effect of Non-payment of Assessments: Remedies of Master Association. Any Assessment installment, whether of a Common, Special, Limited Use, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that any Assessment installment becomes delinquent, the Master Association, in its sole discretion, may take any or all of the following actions:

6.12.1 Assess a late charge of not less than $25 per delinquency.

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6.12.2 Assess an interest charge from the date of delinquency at the rate if not less than 1½ percent per month on the unpaid balance.

6.12.3 Suspend the Owner's easement and right to use any of the Master Association Property during any period of Delinquency.

6.12.4 Accelerate all remaining Assessment installments for the year in questions so that unpaid Assessments for the remainder of the year shall be due and payable at once.

6.12.5 Bring an action of law against any Owner personally obligated to pay the delinquent installments.

6.12.6 File a Statement of Lien with respect to the Unit, and foreclose on the Unit as set forth in more detail below.

The Master Association may file a Statement of Lien by recording with the Recorder of Utah County, Utah, a written statement with respect to the Unit, setting forth the name of the Owner, the legal description of the Unit, the name of the Master Association, and the amount of delinquent Assessments then owing, which Statement shall be duly signed and acknowledged by the president, a vice president or the manager of the Master Association, and which shall be served upon the Owner of the Unit by mail to the address of the Unit or at such other address as the Master Association may have in its records for the Owner of the Unit. Thirty (30) days following the mailing of such notice, the Master Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Utah. Such lien shall be in favor of the Master Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Master Association shall be entitled to recover as part of the action the interest, costs, and reasonable attorneys' fees with respect to the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Master Association Property or the Owner's Unit. The remedies herein provided shall not be exclusive and the Master Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

6.13 Assignment of Rents. If an Owner, at any time, lease or sublease its Unit and shall default for a period of one month in the payment of assessments, the Master Association may, at it option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due and the payment of such rent to the Master Association shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid. Each Owner shall be deemed to have assigned to the Master Association any such rent in the event of a default by Owner in paying its Assessments.

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6.14 Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. No sale or transfer shall relieve a Unit from Liability for any Assessments or from the lien thereof. However, a sale or transfer of any Unit pursuant to a decree of foreclosure or by a trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a first Mortgage, shall extinguish the lien of such Assessments as to installment which became due prior to such sale or transfer; provided that no such sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, nor relieve the Unit from the lien of, any Assessments which shall come due thereafter.

6.15 Notice of Action. Any first Mortgagee who make a prior written request to the Master Association in regards to a Unit in which it has an interest as provided in Section 11.4 hereof shall be entitled to timely written notice of any delinquency in payment of Common, Special, Limited Use or Default Assessments owned by the Owner of the Unit encumbered by its first Mortgage or of any other default by the Owner under the Master Association Documents, which has continued for a period of 60 days or more. In addition, any such first Mortgagee shall be entitled to cure such delinquency and obtain the release of the Unit encumbered by its First Mortgage from any lien imposed or perfected by reason of such delinquency.

6.16 Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment Notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Common and Limited Use Assessments on the same basis as of the last year for which such an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Master Association.

6.17 Certificate of Payment. The Master Association shall, upon demand, furnish to any Owner liable for said Assessment, a certification in writing signed by an officer of the Master Association, setting forth whether the Common, Special or Limited Use assessment to be collected by the Master Association on a specified Unit have been paid, the amount of the delinquency if any, and whether there are any Default Assessment and the amount thereof. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment herein stated to have been paid.

6.18 Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments provided herein:

6.18.1 All properties dedicated to and accepted by a local public authority;

6.18.2 The Master Association Property;

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6.18.3 All Sub-Association common areas; and

6.18.4 All of the property not yet developed.

6.18.5 All of the Units owned by Declarant or a Participating Developer provided that no portion of such Unit has been used or occupied for residential purposes.

7. DESIGN GUIDELINES

7.1 Application of Design Guidelines. The requirements set out in this Article 7 (herein referred to as the "Design Guidelines") shall apply to all development, Buildings and Improvements in the Project unless provided otherwise in Supplemental Design Guidelines which may be adopted as provided in Section 8.2 of this Agreement.

7.2 Dwelling Units. Except as otherwise designated on the Master Plan or unless otherwise specified for a particular Unit, tract or parcel in Supplemental Design Guidelines, no Unit shall be improved except with one dwelling unit, each single-family, detached dwelling unit shall have a fully enclosed garage, attached or detached, adequate for a minimum of two standard size automobiles and no carports or parking pads shall be allowed. Unless otherwise specified in Supplemental Design Guidelines recorded after the date of this Master Declaration, the initial cost of the Unit and the initial improvements located thereon shall be not less than $60,000.00 based on May 2001 costs, adjusted for subsequent years in accordance with reasonable increases in Unit prices and construction costs for residential dwelling units. Within a single-family neighborhood, lots up to 6,500 sq. ft. shall have homes with a minimum square footage of 1,000 sq. ft. Lots from 6,500 sq. ft. to 20,000 sq. ft. shall have homes with a minimum square footage of 1,250 sq. ft. and lots of 20,000 sq. ft. or larger shall have homes with a minimum square footage of 1,800 sq. ft. Within single-family attached developments or multi-family developments, each home shall not be less than 500 square feet on the main floor unless otherwise specified in Supplemental Design Guidelines.

7.3 Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the ARC and which are compatible with other Buildings on the Unit and on neighboring Units to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors, excluding accent features, shall be earth tone, including subtle blue and gray tones, or as otherwise approved by the ARC or specified in Supplemental Design Guidelines. The ARC may approve bold colors for accent features such as shutters and front doors. Each house shall include some brick, stone, stucco or other distinctive features on the front exposure. Roofs shall be wood shake, tile, architectural shingles (grays, browns, and blacks), or other materials or colors selected from ARC approved shingles, and no gravel roofs shall be permitted.

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7.4 Fences. No fence, wall, ledge, high planting, obstruction or other visual or privacy barrier (hereafter collectively "fence") of any kind shall be constructed on a Unit unless the plans and specifications thereof, including the location, design, material and color thereof, have been approved in writing by the ARC prior to the construction or installation. Materials must be those approved in the Design Guidelines. No white vinyl shall be allowed. It is the intent of the Declarant to create an open, spacious and landscaped street-scape and private backyards throughout the Project, and all decisions with respect to fences shall be governed accordingly. All fences constructed on a Unit shall be in compliance with the applicable ordinances of the City of Saratoga Springs, Utah or shall have obtained a variance from the City. The City's approval of a variance shall not eliminate the need for ARC approval as required herein. All fences shall be constructed of material and in colors approved by the ARC. Backyard fences along parks and open-space areas must be open and shall not exceed four feet in height unless otherwise approved by the ARC. Side-yard fences shall not exceed six feet in height. No fences shall be constructed within the front-yard set-back area unless allowed by the Supplemental Design Guidelines and approved by the ARC. All fence barriers constructed on a Unit shall be subject to the following restrictions unless specified otherwise in Supplemental Design Guidelines, which guidelines shall control:

7.4.1 No fence shall be permitted to be constructed or installed on any portion of a berm constructed by the Declarant or a Participating Developer in the Project such that it exceeds the height of the fence installed by the Declarant as part of the landscape easements, without written approval of the ARC.

7.4.2 Fences shall not project beyond the setback of the principal Building on the Unit. No fence higher than six feet shall be allowed unless the ARC approves an exception to this limitation.

7.4.3 All fences shall be constructed, installed and maintained in good appearance and condition at the expense of the Owner of the Unit at which they are located and all damaged fencing shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

7.4.5 All fences constructed or installed on the interior of a Unit, e.g. dog runs, swimming pool, patio, etc., which are visible from an adjoining Unit or from a street within the Subdivision shall be subject to prior approval by the ARC.

7.5 Landscaping. The following provisions shall govern the landscaping of Units within the Project unless specified otherwise in Supplemental Design Guidelines, which guidelines shall supercede the requirements specified below:

7.5.1 The owner shall prepare a landscape plan and shall submit the same to the ARC. The ARC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Unit. Landscaping of a Unit shall be in accordance with the approved plan.

7.5.2 A desire for an open, spacious and green-growing street-scape appearance and private back-yards will control the decisions of the ARC. The ARC shall consider overall design features of the improvements to be constructed on the Unit in reviewing and approving or disapproving the landscape plan.

7.5.3 The minimum landscaping requirements shall be as follows:

(a) Innovative landscape design, including sculptured planting areas, berms or other features with screening or bordering of foundations, fences (if any), curbs and other similar elements of the improvements on the Unit.

(b) The initial landscaping shall include plantings consistent with the Landscape Plan illustrated as Exhibit "B", attached hereto.

(c) Additional landscaping to that required in Exhibit "B" may be required if the ARC in its discretion, reasonably determines it is necessary or desired to achieve Project objectives. The Declarant or the ARC shall determine the species, size and location of all trees planted in the park strip or planter strip between the curb and sidewalk on the front or side of a Unit.

7.5.4 All required landscaping on a Unit shall be installed within ninety (90) days after the earlier of the following: (i) substantial completion of the Building on the Unit, or (ii) occupancy of the Building by an Owner, with a reasonable extension for weather.

7.6 Lighting. All exterior lights and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Unit or upward into the sky and shall be in accordance with the Supplemental Design Guidelines.

8. ARCHITECTURAL REVIEW COMMITTEE

8.1 ARC. The ARC shall consist of at least three but not more than five members, who do not need to be Members. Initially the ARC shall consist of five members, all of whom shall appointed by Declarant. So long as the Declarant retains its Class B Membership, Declarant shall have the sole right to appoint and remove all members of the ARC. Thereafter, all members of the ARC shall be appointed or removed by the Board and the Board may determine the number of the Committee, within the above limits. Because two parties own an interest in declarant and or the subject property at the time of filing of this declaration, it shall be the responsibility of those parties to determine how appointments to the ARC shall be allocated by declarant.

8.2 Supplemental Design Guidelines. The Design Guidelines set out in Articles 7 of this Declaration shall be imposed on all development within the Project. In addition, for

so long as Declarant is a Class B Member and thereafter the ARC, the Declarant shall prepare and, on behalf of the Board, promulgate supplemental design and development guidelines governing construction and development within the Project as well as all alteration, modifications, removal or destruction of Improvements, which shall include application and review procedures and rules, including a filing fee, to be followed in submitting an application for approval hereunder ("Supplemental Design Guidelines"). The Supplemental Design Guidelines shall be considered a Master Association Document. The Supplemental Design Guidelines shall not be inconsistent with the Design Guidelines, this Declaration or the Master Plan. In case of conflict between the Design Guidelines and Supplemental Design Guidelines, the Supplemental Design Guidelines shall control. The Supplemental Design Guidelines shall have the objective of preserving a sense of community, harmony and integrity for the Project taking in consideration the diverse types, densities and costs of the various developments. The Supplemental Design Guidelines shall provide for the preservation and protection of the natural beauty and the esthetics of the Project. The Supplemental Design Guidelines shall provide that plans and specifications submitted for approval by the ARC will be approved only if the Committee deems that the construction, developments, alterations or additions (i) will not be detrimental to the appearance of the surrounding area of the Project as a whole, (ii) the appearance of the development or structure(s) involved will be in harmony with other developments or structures in the Project, (iii) the construction will not detract from the attractiveness of the Project, and (iv) the construction will comply with the Design Guidelines, this Declaration, the Master Plan and any architectural guidelines and standards for the Phase of Developments in which the construction will take place. The Declarant, for so long as it is a Class B Member and thereafter the ARC, shall have the sole and full authority to modify and to amend the Supplemental Design Guidelines from time to time without the consent of any Owner. The ARC shall make the Supplemental Design Guidelines available to all Owners, Participating Developers and other builders and developers who seek to engage in development of a construction upon any portion of the Project and such Owners, Participating Developers, other developers and builders shall conduct their operations in accordance therewith.

8.3 Compensation. The members of the ARC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance for their duties hereunder. The ARC's manager and inspector, who are not voting members of the ARC, may be compensated for time spent on behalf of the ARC.

8.4 Non-Liability. Neither the ARC, or any member thereof, or the Declarant or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Master Association, any Owner or any other person for any loss, damage or injury arising out of our connected with the performance by the ARC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application at the ARC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Unit agrees, by

acquiring title thereto, or an interest therein, not to bring any action or suit against the Master Association, the ARC or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

8.5 Approval Required. No construction, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever whether real or personal in nature, whether temporary or permanent, shall be initiated or be permitted to continue or exist within the Project without the prior express written approval of the ARC.

8.6 Variances. The ARC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the Design Guidelines contained in this Master Declaration, the Supplemental Design Guidelines, or any prior approval when, in the sole discretion of the ARC, circumstances such as topography, natural obstruction, aesthetics or environmental considerations or hardship may so require or if the ARC determines that a variance enhances the health, safety or general welfare of those living within the Project. Such variances must be evidenced in writing signed by at least two members of the ARC. If a variance is granted as provided herein, no violation of this Master Declaration, the Design Guidelines, the Supplemental Design Guidelines or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provision of this Master Declaration, the Design Guidelines or the Supplemental Design Guidelines for any purpose except as to the particular subject matter of the variance thereof and the specific Unit covered thereby. The ARC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners of a hearing of Owners thereon. The granting of a variance by the ARC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the applicable ordinances of the City of Saratoga Springs, Utah and the ARC shall not have authority to grant variances from the design guidelines attached to the master development plan agreement or the ordinances of the City of Saratoga Springs.

8.7 Application. To request ARC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application as provided by the Supplemental Design Guidelines or in a form required by the ARC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided. All applications must contain, or have submitted therewith, two copies of each of the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ARC. An application fee of $75 per home plan or $150 per multi-unit plan is required as part of the application.

8.7.1 *Site Plan.* A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Unit, Unit drainage and all set backs, curb cuts, driveways, parking areas and other pertinent

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information relating to the Improvements.

8.7.2 *Building Plan.* As building plan which shall consist of preliminary or final blueprints, elevation drawing of the north, south, east and west sides, and detailed specifications which shall indicate, by sample if required by the ARC, all exterior colors, materials and finishes, including the roof, to be used.

8.7.3 *Landscape Plan.* A landscape plan for portions of the Unit to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

8.7.4 *Evidence of Cost.* Such evidence of the cost of the Improvements as shall be satisfactory to the ARC to assure compliance with the requirements of Section 7.1 of this Master Declaration.

8.7.5 *Additional Information.* The ARC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ARC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ARC in reviewing and processing the application.

8.8 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ARC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development. Unless extended by mutual consent of the Owner and the ARC, the ARC shall render its decision with respect to an application within thirty (30) days after the receipt of a properly submitted application. The decision of the ARC can be in the form of an approval, a conditional approval or denial. The decision of the ARC shall be in writing, signed by a member of the ARC, dated, and a copy thereof mailed to the Owner at the address shown on the application. A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate. A denial of an application shall state with particularity the reasons for such denial.

8.9 Inspection and Complaints. The ARC is empowered to inspect all work in progress on any Unit at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating there from or is violating this Master Declaration, the Design Guidelines or the Supplemental Design Guidelines or the approved plans and specifications. The ARC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable

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Supplemental Design Guidelines. In the event the ARC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the ARC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives: (i) the Owner shall immediately cease the activity which constitutes a deviation or violation; and/or (ii) the Owner shall adhere to the corrective measures set forth in the written notice. Should the ARC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

8.10 Hearing. An Owner submitting an application under Section 8.7, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to require and be heard at a hearing held by the ARC for the purpose of presenting facts and information to the ARC. Such hearing must be requested by such party within ten days from the date the written notice of the decision of the ARC is mailed to the Owner (and Complainant) as evidenced by the records of the ARC. The hearing shall be held within ten days following receipt by the ARC of the request for a hearing, unless the ARC shall extend said period of time because of the unavailability of ARC members. A hearing may be continued by the ARC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ARC shall issue a written opinion to be involved parties within ten business days thereafter which opinion shall set forth the findings of the ARC with respect to the matters at issue and shall affirm, modify or rescind its previous decisions as contained in the original written notice. If the ARC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ARC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 8.12 below.

8.11 Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ARC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ARC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 8.10, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations of violations unless said Owner or Complainant has participated in the ARC hearing. A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten days from the date of the decision by the ARC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ARC. The failure of an Owner and the Complainant to appeal a decision of the ARC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable. The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten days from the date of receipt of a notice

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of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ARC. The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ARC shall be considered final and not subject to further appeal. At the hearing, the Owner, Complainant, if any, and the ARC, together wither their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however that the Owner, the Complainant, if any, and the ARC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ARC will have the opportunity to present final argument consistent with the rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ARC or the Board. Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ARC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and property addressed. If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(ies) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decisions of the ARC, in which event such costs shall be paid by the Master Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 8.12 below. As decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

8.12 Enforcement. The ARC, upon approval by the Board, shall be authorized on behalf and in the name of the Master Association to commence such legal or equitable proceeding as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the Supplemental Design Guidelines or the approved plans and specifications. The ARC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ARC shall have the sole discretion to commence such proceedings. The authority of the ARC and/or the Master Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Master Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Master Association within five days after written demand therefore is mailed to the Owner, the Aster Association shall have the tight to levy a Default Assessment against the Owner and the Unit owned by the Owner which Default Assessment shall be equal to said costs and

expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Default Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said Default Assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article 6 above.

8.13 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Master Association to correct the same shall be assessed as a Default Assessment against the Owner and the Unit owned by said Owner, or the Complainant and the Unit owned by the Complainant, as the case may be, which Default Assessments shall be due and payable at such time or in such installments as determined by the Board in its sole discretion. The right of the Board to enforce said Default Assessment shall be the same as provided in Articles 6, above.

8.14 Non-Exclusive Remedy. The right of the Master Association to levy a Default Assessment as described in Sections 8.12 and 8.13, above, shall not be deemed to be an exclusive remedy of the Master Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Default Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

8.15 Private Rights. The Master Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interest of the Master Association or a substantial number of the Owners would not be benefited thereby.

8.16 Delegation to Sub-Association Architectural Committees. The ARC may delegate to a Sub-Association Architectural Committee the ARC's authority to approve: (i) the construction of Buildings and Improvements in a Phase of Development that is a subdivision or planned unit development in which the Owner individually arrange for construction of Buildings or other Improvements, and (ii) modifications and additional Improvements after original construction for any the Phase Development, as provided in this Section. The ARC may delegate this authority so long as the ARC has determined that such Architectural Committee has in force and effect review and enforcement practices and procedures and appropriate standards at least equal to the Design Guidelines set out in this Declaration and the Supplemental Design Guidelines. Such delegation may be revoked and any jurisdiction resumed, at any time by written notice, if the ARC determined the Sub-Association Architectural Committee is failing to enforce its procedures and standards consistent with the Design Guidelines and the Supplemental Design Guidelines and the ARC may veto any action taken by such an Architectural Committee which the ARC determines to be inconsistent with the Design Guidelines and the Supplemental Design Guidelines.

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8.17 Approval by Sub-Association Architectural Committees. If an Architectural Committee of a Sub-Association is established for a Phase of Development, and the ARC has not delegated its approval authority to that Sub-Association Architectural Committee, then an Owner shall be required to obtain both the approval of the Architectural Committee as required by the Phase Declaration, and the approval of the ARC as herein provided. The ARC may require approval of the applicable Architectural Committee prior to approval by the ARC.

8.18 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connections with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specification, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

8.19 No Liability. Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Master Association, the Board, the ARC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction of or modifications to any improvement. The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or an individual member thereof acted with malice or wrongful intent.

8.20 Deemed Nuisances - Removal of Non-conforming Improvements. Every violation of this Declaration or Supplemental Design Guidelines or part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed there to by law or equity against an Owner or other Person shall be applicable against every such violation. The Master Association, upon request of the ARC and after reasonable notice to the offender and to the Owner, may remove any Improvements constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration or the Supplemental Design Guidelines, and the Owner thereof shall forthwith reimburse the Master Association for all expenses incurred in connection therewith. Such expenses shall be assessed as a Default Assessment and a lien on the Unit of the Owner as provided in Article 6 of this Declaration.

8.21 Exemption of Declaration. Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Unit or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Master Association Property to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Unit or other portion of the Property owned or controlled by

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the Declarant, or to alter the foregoing and its development plans and designs, or construct additional Improvements as the Declarant deem advisable in the course of development of the project. This Master Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Unit by an Owner to establish on that Unit additional licenses, restriction, reservation, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ARC approval of any Improvements constructed or placed within the Property by Declarant in connection with the development of the Project, but this exemption shall not apply to a Building(s) constructed by Declarant on a Unit owned by a Declarant. The Declarant shall be entitled to the non-exclusive use, without charge, of any Common Area within the Project in connection with the marketing of the Units therein.

9. USE RESTRICTIONS

9.1 General Restriction. The Property shall only be used for those purposes specified by the Master Plan and the Design Guidelines. It is contemplated that the Phase Declarations for Phases of Development in the Property will impose use restrictions that will address the needs and interest of each Phase of Development. It is the intent of this Declaration to only set out minimal use restrictions and it is expected that the Phase Declarations will contain more detailed and restrictive use limitations. The Master Association shall have standing and the power to enforce the use restrictions imposed by the Phase Declarations.

9.2 Maintenance of Units. Except as provided otherwise in the Master Association Documents, Phase Declarations or by written agreement with the Master Association, all maintenance of the Units and all Buildings, Improvements, landscaping and parking areas thereon shall be the sole responsibility of the Owner thereof who shall maintain said Units in accordance with the standards of the Master Association and the Sub-Association for the Phase of Development on which the Unit is located. The Master Association shall, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level the quality of maintenance being provide by such Owner does not satisfy such standard, and the Sub-Association for the Phase of Development in which the Unit is located has failed to adequately provide such maintenance. Before assuming the maintenance responsibilities, the Board shall notify the Owner and the applicable Sub-Association in writing of its intention to do so, and if such Owner or the Sub-Association has not commenced and diligently pursued remedial action within 30 days after mailing of such written notice, then the Master Association may proceed. The expenses of such maintenance by the Board shall be reimbursed to the Master Association by the Owner. Such expenses shall be assessed as a Default Assessment and a lien on the Unit of the Owner as provided in Article 6 of this Declaration.

9.3 Construction Regulation of the Design Guidelines. All Owners, Participating Developers and their contractors shall comply with the construction regulations portion the of the Supplemental Design Guidelines. Such regulations may affect, without limitations,

trash and debris removal, sanitary facilities, parking areas, outside storage, restoration of damaged property, conduct and behavior of builders, subcontractors, and Owner's representatives on the Property, blasting, the conservation of landscape materials and fire protection.

9.4 Compliance with Laws. Subject to the rights of reasonable contest, each Member shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Project.

9.5 Fire Hazards. No exterior fires, except barbeques, outside fireplaces, braziers, and incinerator fires which are contained within facilities or receptacles and which are located in areas designated and approved by the ARC, shall be permitted. No Member shall permit any condition upon its Unit or other portion of the Project which creates a fire hazard or is in violation of the fire prevention regulations.

9.6 Annoying Lights, Sounds or Odors. No sound or odor shall be emitted from any property within the Project which is obnoxious or unreasonably offensive to others. Without limited the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, and no exterior lighting that illuminates any area beyond the limits of a Unit shall be located or used on any property except with the prior written approval of the ARC.

9.7 Nuisances. No illegal, obnoxious or offensive activity, or nuisance shall be carried on or be permitted to exist within the Project, nor shall anything be done or permitted which is or becomes offensive or detrimental or cause a disturbance or annoyance to any other part of the Project or its occupants.

9.8 Hazardous Materials. Each Owner shall comply with all federal, state, and local statues, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Law"). Environmental Laws shall include, but are not limited to those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner shall use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Unit or any portion of the Project, or transport to or from any portion of the Project any Hazardous Materials except in compliance with Environmental Laws.

10. INSURANCE

10.1 Requirements for Master Association Insurance. The Master Association shall obtain and maintain at all times insurance of the type and kind as provided herein and insurance for such other risks, of a similar or dissimilar nature, covering the Master

Association Property and the facilities and improvements on the Master Association Property as are or shall hereafter customarily be covered with respect to other properties similar in construction, design, and use. The Master Association shall obtain insurance with the following provisions or endorsements:

10.1.1 Exclusive authority to adjust losses shall be vested in the Master Association and/or the Board as insurance trustee or any successor trustee as designated by the Master Association.

10.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by the individual Owners or their respective mortgagees;

10.1.3 The insurer waives its right of subrogation as to any and all claims against the Master Association, each Owner, and/or their respective agents, employees or tenants, and of all defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

10.1.4 The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee, agent, or contractor of the Master Association, without prior demand in writing that the Master Association cure the defect.

10.1.5 The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee, agent, or contractor o the Master Association, without prior demand in writing that the Master Association cure the defect.

10.1.6 Such policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of the individual Owners or their respective lessees, employees, agents, contractors or guests; or (ii) by failure of the Master Association to comply with any warranty or condition with regard to any portion of the premises over which the Master Association has no control; and

10.1.7 The insurance coverage shall provide that coverage may not be canceled or substantially modified (including cancellation for non payment of premium) without at least ten days prior written notice to any and all insureds named thereon, including all first Mortgagees of the Units.

10.2 Casualty Insurance. The Master Association shall obtain and maintain fire and casualty insurance with extended coverage, without deductions for depreciation, in an amount as near as possible to the full replacement value of the improvements and facilities located on the Master Association Property and other insurable property and improvements owned by the Master Association. Such insurance shall be maintained for the benefit of the Master Association, the Owners, and the Mortgagees, as their interest may appear as named insured. The casualty insurance carried by the Master Association shall be reviewed by the

Board at least annually to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property that may be damaged or destroyed.

10.3 Liability Insurance. The Master Association shall obtain a policy or policies of insurance insuring the Master Association, the Owners and their respective lessees, servants, agents or guests against any liability to the public or to the Owners, members of the households of Owners and their respective invitees or tenants, incident to the ownership and/or use of the Project, and including the personal liability exposure to the Owners, incident to the ownership and/or use of the Project, including but not limited to the operation and use of the Master Association Property, public ways and any other area under the supervision of the Master Association. Limits of liability under such insurance shall not be less that one Million Dollars for any one person injured in any one occurrence, and shall not be less than One Million Dollars for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased at its discretion. Said policy of policies shall be issued on a comprehensive basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more group is insured without prejudice to the right of a named insured under the policies to maintain the action against another named insured.

10.4 Fidelity Bond. There may be obtained a blanket fidelity bond for anyone who handles or is responsible for funds held or administered by the Master Association. The amount of the bond shall not be less that the greater of (i) the sum of three months assessments on all Units plus the Master Association's reserve funds; or (ii) the maximum funds that will be in the Master Association's possession. The bond must state that at least ten days written notice will be given to the Master Association or insurance trustee to each Mortgagee and Mortgage service prior to the cancellation or substantial modification for any reason.

10.5 Officer and Director Insurance. The Master Association may purchase and maintain insurance on behalf of any member of the Board, Officer, or member of a committee of the Master Association (collectively, the "Agents") against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Master Association would have the power to indemnify the Agent against such liability under applicable law.

11. MORTGAGE PROTECTION

11.1 Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA), the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") to participate in the financing of the purchase of Units within the Project, the provisions of this Article are added thereto. To the extent the following Sections

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of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

11.2 Restrictions on Amendments. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage upon a Unit made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage, such Unit shall remain subject to this Master Declaration, as amended.

11.3 Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA, and VA, as described in Section 11.1, above.

11.4 Right to Notice. Each first Mortgagee, upon filing a written request for notification with the Board in accordance with this Section 11.4, shall be given written notice by the Master Association of any default by the owner of the unit encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Association (hereafter collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Master Association has notice of such default. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Master Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

11.4.1 The name and address of said Mortgagee.

11.4.2 A legal description of the Unit subject to the lien of the Mortgage by Unit, Block and Subdivision.

11.4.3 The name and address of the Owner.

11.4.4 The date the lien of the Mortgage was filed of record in Utah County, Utah, and the instrument number thereof;

11.4.5 The maturity date of the obligation secured by said Mortgage lien.

11.4.6 A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust.

11.4.7 The signature of the Mortgagee or authorized agent.

11.5 Exemption from Prior Assessments. Each first Mortgagee which come into ownership of a Unit by virtue of foreclosure or otherwise shall take title to such Unit free from any claims for unpaid Assessments and charges against the Unit which accrue prior to the time such First Mortgagee comes into ownership, except for claims for a share of such assessments or charges resulting from a reallocation thereof to all Units, including the

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mortgaged Unit.

11.6 Changes Requiring Unanimous Approval. Without the prior unanimous approval of all first Mortgages of Units within the Subdivision, neither the Master Association nor the Owners shall:

11.6.1 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Master Association Property, which are owned, directly or indirectly, by the Master Association, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Master Association Property by the Master Association shall not be deemed a transfer within the meaning of hazard insurance.

11.6.2 Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

11.7 Restrictions on Other Charges. Without prior written approval of at least seventy-five percent of the Mortgagees holding first Mortgages on Units within the Project, neither the Master Association nor the Owners shall:

11.7.1 By act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of Buildings or Improvements on Units within the Project, the exterior maintenance of said Improvements or the maintenance and upkeep of landscaping within the Project.

11.7.2 Fail to maintain fire and extended coverage insurance on insurable Improvements within the Master Association Property on a current replacement cost basis in an mount not less than one hundred percent (100%) of the insurable value (based on a current replacement cost);

11.7.3 Use hazard insurance proceeds for losses occurring within the Master Association Property for any purpose other than the repair, replacement or reconstruction thereof.

11.7.4 Abandon or terminate the covenants, conditions, restrictions, and easements of this Master Declaration or any Supplemental Declaration.

11.7.5 Make any material amendment to this Master Declaration or any Supplemental Declaration or to the Articles or By-Laws of the Master Association.

11.8 Right to Inspect Books, Etc. First Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Master Association during normal

business hours, (ii) require from the Master Association the submission of audited annual financing reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

11.9 Notification of Damages. Upon the Board receiving notice of any damage to the Master Association Property or any Unit wherein the cost of repair, replacement or reconstruction exceeds Ten Thousand Dollars ($10,000.00) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of the Project, the Board shall give to each first Mortgagee which has filed with the Board a written request for notice as provided in Section 11.4, prompt written notice of said damage or condemnation.

11.10 Right to Pay Charges. Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any Master Association Property and may pay any overdue premiums on hazard insurance policies covering said Master Association Property and said Mortgagees making such payments shall be entitled to immediate reimbursement therefore from the Master Association.

11.11 Fidelity Bond Requirement. The Board shall secure and caused to be maintained in force at all times a fidelity bond for any person or entity handling funds for the Master Association.

11.12 Lessee's Obligations. Any agreement for the leasing or rental of a Unit, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of the Project Documents shall be in default under the leasing or rental agreement.

11.13 Liability for Taxes. All taxes levied and assessed on the Master Association Property must be assessable against those Master Association Property only and the Master Association shall be solely responsible for the payment thereof.

11.14 Waiver of Liability and Subrogation. Any provision in this Master Declaration which required Owners to indemnify the Master Association, the Board or other Owners against acts of the indemnitor is subject to the exception that if the liability, damage or injury is covered by any type of insurance and proceeds are actually paid to the insured by reason thereof, the indemnitor is relieved of liability to the extent of insurance proceeds so paid.

11.15 FNMA and GNMA Insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Master Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by the FNMA and GNMA, so long as either is a Mortgagee or Owner of a Unit within the

Subdivision, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

11.16 Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Master Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA, VA or any similar entity, so has to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgage as encumbering Units within Improvements thereon. Each Owner hereby agrees that it will benefit the Master Association and each Owner, as a class of potential mortgage borrowers and potential seller of theirs Units if such agencies approve the Subdivision as a qualifying subdivision under applicable policies, rules and regulations as adopted from time-to-time.

11.17 Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Unit and each Owner of a Unit encumbered by such a Mortgage here by consent thereto.

11.18 Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA, or VA purchases, grantees or insures a Mortgage on a Unit within the Project and then only to the extent the same are required by said purchaser, grantor, or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition fo approval of the project as a qualifying subdivision, the inclusion of one or more of the provisions of this article, said non-required provisions shall be of no further force or effect.

12. MISCELLANEOUS

12.1 Registration of Mailing Address. Each Owner shall register his mailing address with the Master Association. Any first Mortgagee desiring notices provided in Article 11 shall register with the Master Association as provided in Section 11.4

12.2 Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt request, to the address of such Owner on file in the records of the Master Association at the time of such mailing. Notice to the Board, the Master Association or to the ARC shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the Master Association, the Board or the ARC, at each address as shall be established by the Master Association from time to time by notice to the Owners. General Notice to all Owners or any classification thereof need not be certified, but may be sent regular first class mail.

12.3 No Waiver. The failure of the Declarant, the Master Association, the Board, the ARC or any of their contractors or employees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or other Master Association Documents, or to exercise any right or option herein contained, or to serve any notice to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Master Association or its contractor or employees of the payment of any assessment from an Owner, with knowledge of the breach of any such covenant, shall not be deemed a waiver of such breach, and no waiver by the Master Association or the board of any such provision shall be deemed to have been made unless expressed in writing and signed by the Master Association.

12.4 Amendment. Subject to the provisions of Section 11.7 of this Declaration any amendment hereto shall require the affirmative vote of a two-thirds of voting power of the Master Association; and so long as the Class B Membership exists, the written consent of the Declarant. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President or the Master Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Master Association shall certify that the vote required by this Section for amendment has occurred. Notwithstanding any requirement in this Section 12.4, Declarant reserves the right to amend the Declaration within twelve months from recording the same on the records of the Utah County Recorder's Office, if required by statute, the FHLMC, FNMA, GNMA, FHA or VA or other governmental agency or lending institution or to correct a technical error, provided that such amendment does not materially affect the rights of Owners.

12.5 Declarant's Sales Program. Notwithstanding any other provisions of this Declaration, so long as Declarant retains its Class B Membership, Declarant and its successors or assigns shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units and properties owned by Declarant:

12.5.1 To maintain reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Project, or upon real property directly adjacent to the Project, but any such devise shall be of a size and at a location as is reasonable and customary.

12.5.2 To use the Master Association Property and facilities to entertain prospective purchasers or to otherwise facilitate sales, provided sales use is reasonable and customary.

12.5.3 To locate or relocate from time to time its sales office, model Units and/or signs, banners or similar devices. Declarant shall have the right to remove

from the Project any signs, banners or similar devices within a reasonable time after the sale of the first Unit or other Property owned by Declarant.

12.6 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration under this Declaration or in any way relating to the Project may be assigned, provided, however, that the assignment of Declarant rights as the Class B Member shall be subject to the limitations set out in Section 4.2 of this Declaration.

12.7 Dissolution. Subject to the restrictions set forth in Article 11 of this Declaration pertaining to Mortgagee protection, the Master Association may be dissolved by the affirmative vote of two-thirds of the voting power of the Master Association and, so long as Declarant is a Class B Member, the written consent of Declarant. Upon dissolution of the Master Association all of its assets (including the Master Association Property) may be dedicated or transferred as provided in Section 3.5.

12.8 Interpretation. The captions and headings for the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions hereof are construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any general shall include the other gender. The invalidity or unenforceability or any portion of this Declaration shall not affect the validity and enforceability of the remainder hereof.

12.9 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitude as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Unit, the Property or in the Master Association Property shall be subject to the terms of this Declaration and the provisions of all other Master Association Documents; and failure to comply with any of the foregoing shall be grounds for an action by the Master Association or an aggrieved Owner for recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Unit, or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration and the other Master Association Documents.

12.10 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

12.11 Limitation of liability. Neither the Master Association, the ARC, nor any officer or director of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Master Association Documents if the action or failure to act was made in good faith. The Master Association shall indemnify all of the ARC, members of the Board and officers of the Master Association with respect to any act taken in their official capacity to the extent provided herein and by law an in the Articles and Bylaws of the Master Association.

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12.12 Conflicts Between Documents. In case of conflict between the Declaration and the Articles or the Bylaws, the Declaration shall control. In the case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Supplemental Design Guidelines, the Supplemental Design Guidelines shall control.

IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of the day and year first above written, June 14, 2004, and is effective as of that date. This document is a resigning of that document for recording purposes.

Dated this 26 day of Oct., 2005.

THE VILLAGES AT SARATOGA SPRINGS, L.C.

By: David W. Olsen, President of Hearthstone Development, Inc., its Managing Member

State of Utah)
:§
County of Utah)

On this 26 day of October, 2005 personally appeared before me, David Olsen, who is the President of Hearthstone Development Corporation, which is the Managing Member of the Villages at Saratoga Springs, L. C., who being by me first duly sworn, did say that he executed the foregoing instrument pursuant to the authority vested in him.

ALICIA ROSE BEARCE
NOTARY PUBLIC • STATE of UTAH
2698 N. UNIVERSITY AVE. #220
PROVO, UTAH 84604
COMM. EXPIRES 10-1-2008

Alicia Rose Bearce
Notary Public

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LEGAL DESCRIPTION

ATTACHMENT A

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Beginning at the West quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89° 50' 38" East 2710.59 feet along the quarter section line to the center of said section; thence North 89° 50' 38" East 1199.88 feet along the quarter section line; thence South 23° 51' 28" East 84.23 feet; thence South 9° 02' 49" West 90.95 feet; thence South 55° 41' 49" West 171.89 feet; thence on a 16.50 foot radius curve to the left 38.60 feet, having a central angle of 134° 01' 46" and whose long chord bears South 11° 18' 11" East 30.38 feet; thence South 78° 18' 11" East 282.80 feet; thence on a 2897.79 foot radius curve to the left 104.55 feet, having a central angle of 2° 04' 02" and whose long chord bears South 28° 16' 01" East 104.54 feet; thence South 65° 58' 00" West 748.59 feet; thence on a 640.00 foot radius curve to the right 60.31 feet, having a central angle of 5° 23' 58" and whose long chord bears South 68° 39' 59" West 60.29 feet; thence South 11° 28' 54" West 185.01 feet; thence South 41° 06' 30" West 918.29 feet; thence North 48° 53' 30" West 263.28 feet; thence North 55° 55' 52" West 79.81 feet; thence South 34° 45' 07" West 41.74 feet; thence North 56° 03' 37" West 56.00 feet; thence on a 15.00 foot radius curve to the left 22.78 feet, having a central angle of 87° 01' 17" and whose long chord bears North 9° 34' 16" West 20.65 feet; thence on a 322.00 foot radius curve to the left 196.34 feet, having a central angle of 34° 56' 11" and whose long chord bears North 72° 13' 47" West 193.31 feet; thence North 89° 41' 53" West 505.51 feet; thence on a 928.00 foot radius curve to the right 119.14 feet, having a central angle of 7° 21' 20" and whose long chord bears North 86° 01' 13" West 119.05 feet; thence North 82° 20' 33" West 126.60 feet; thence on a 15.00 foot radius curve to the left 24.01 feet, having a central angle of 91° 42' 19" and whose long chord bears South 51° 48' 18" West 21.53 feet; thence on a 1460.00 foot radius curve to the left 81.65 feet, having a central angle of 3° 12' 15" and whose long chord bears South 4° 21' 01" West 81.64 feet; thence South 2° 44' 53" West 595.30 feet; thence on a 1640.00 foot radius curve to the right 213.60 feet, having a central angle of 7° 27' 45" and whose long chord bears South 6° 28' 45" West 213.45 feet; thence on a 25.00 foot radius curve to the left 38.40 feet, having a central angle of 88° 00' 14" and whose long chord bears South 33° 47' 29" East 34.73 feet; thence South 12° 12' 24" West 66.00 feet; thence on a 25.00 foot radius curve to the left 38.40 feet, having a central angle of 88° 00' 13" and whose long chord bears South 58° 12' 18" West 34.73 feet; thence North 77° 06' 33" West 80.02 feet; thence on a 25.00 foot radius curve to the left 41.02 feet, having a central angle of 94° 00' 36" and whose long chord bears North 32° 44' 05" West 36.57 feet; thence North 79° 44' 23" West 69.32 feet; thence North 78° 33' 17" West 85.87 feet; thence North 77° 33' 10" West 64.43 feet; thence on a 628.00 foot radius curve to the right 162.08 feet, having a central angle of 14° 47' 15" and whose long chord bears North 70° 09' 33" West 161.63 feet; thence North 62° 45' 55" West 88.50 feet; thence on a 228.00 foot radius curve to the right 250.97 feet, having a central angle of 63° 04' 02" and whose long chord bears North 31° 13' 54" West 238.49 feet; thence North 0° 18' 07" East 148.09 feet; thence on a 228.00 foot radius curve to the right 80.89 feet, having a central angle of 20° 19' 35" and whose long chord bears North 10° 27' 54" East 80.46 feet; thence on a 15.00 foot radius curve to the left 20.89 feet, having a central angle of 79° 48' 27" and whose long chord bears North 19° 16' 32" West 19.25 feet; thence North 59° 10' 45" West 209.91 feet; thence on a 15.00 foot radius curve to the left 28.03 feet, having a central angle of 107° 04' 48" and whose long chord bears South 67° 16' 51" West 24.13 feet; thence North 59° 12' 40" West 59.22 feet; thence on a 15.65 foot radius curve to the left 28.18 feet, having a central angle of 103° 08' 05" and whose long chord bears North 6° 45' 11" West 24.53 feet; thence North 59° 10' 45" West 196.10 feet; thence North 59° 09' 47" West 88.24 feet; thence on a 272.00 foot radius curve to the left 124.81 feet, having a central angle of 26° 17' 27" and whose long chord bears North 76° 28' 45" West 123.72 feet; thence North 89° 37' 29" West 96.30 feet; thence North 0° 18' 07" East 1358.75 feet along the West section line of the Southwest quarter of Section 12 (said section line being the basis of bearing of this description), Township 6 South, Range 1 West, Salt Lake Base and Meridian to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

(ABOVE DESCRIPTION INCLUDES LOTS 101 THRU 135, THE VILLAGE OF FOX HOLLOW, PLAT 1; AND LOTS 201 THRU 227, THE VILLAGE OF FOX HOLLOW, PLAT 2)

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PARCEL NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ALONG THE SECTION LINE SOUTH 00°18'07" WEST 1358.76 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 00°18'07" WEST 1276.90 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 12, THENCE SOUTH 89°45'57" EAST 2750.81 FEET ALONG THE SECTION LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE CENTER SECTION LINE NORTH 00°33'50" WEST 1025.87 FEET; THENCE NORTH 48°53'30" WEST 245.28 FEET; THENCE NORTH 59°56'52" WEST 78.81 FEET; THENCE SOUTH 34°45'07" WEST 41.74 FEET; THENCE NORTH 58°03'37" WEST 86.00 FEET; THENCE NORTHWESTERLY 22.78 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88°59'48" AND A LONG CHORD OF NORTH 09°34'15" WEST 20.65 FEET; THENCE NORTHWESTERLY 196.34 FEET ALONG THE ARC OF A 322.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°56'11" AND A LONG CHORD OF NORTH 72°13'48" WEST 193.31 FEET; THENCE NORTH 89°41'53" WEST 505.51 FEET; THENCE NORTHWESTERLY 119.14 FEET ALONG THE ARC OF A 928.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°21'20" AND A LONG CHORD OF NORTH 86°01'13" WEST 119.05 FEET; THENCE NORTH 82°20'33" WEST 125.60 FEET; THENCE SOUTHWESTERLY 24.01 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 91°42'18" AND A LONG CHORD OF SOUTH 51°48'18" WEST 21.53 FEET; THENCE SOUTHWESTERLY 81.65 FEET ALONG THE ARC OF A 1460.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°12'15" AND A LONG CHORD OF SOUTH 04°21'01" WEST 81.64 FEET; THENCE SOUTH 02°44'53" WEST 595.30 FEET; THENCE SOUTHWESTERLY 213.80 FEET ALONG THE ARC OF A 1640.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°27'45" AND A LONG CHORD OF SOUTH 06°28'46" WEST 213.49 FEET; THENCE SOUTHWESTERLY 38.40 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88°00'14" AND A LONG CHORD OF SOUTH 33°47'28" EAST 34.73 FEET; THENCE SOUTH 12°12'24" WEST 66.00 FEET; THENCE SOUTHWESTERLY 38.40 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88°00'13" AND A LONG CHORD OF SOUTH 68°12'18" WEST 34.73 FEET; THENCE NORTH 77°06'33" WEST 80.02 FEET; THENCE NORTHWESTERLY 41.02 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°00'36" AND A LONG CHORD OF NORTH 32°44'05" WEST 36.67 FEET; THENCE NORTH 76°44'23" WEST 69.32 FEET; THENCE NORTH 76°33'17" WEST 85.87 FEET; THENCE NORTH 77°33'10" WEST 64.43 FEET; THENCE NORTHWESTERLY 162.08 FEET ALONG THENCE ARC OF A 628.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°47'15" AND A LONG CHORD OF NORTH 70°9'32" WEST 161.63 FEET; THENCE NORTH 62°45'55" WEST 88.50 FEET; THENCE NORTHWESTERLY 250.97 FEET ALONG THE ARC OF A 228.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 63°04'02" AND A LONG CHORD OF NORTH 31°13'54" WEST 238.46 FEET; THENCE NORTH 00°18'07" EAST 148.09 FEET; THENCE NORTHEASTERLY 80.89 FEET ALONG THE ARC OF A 228.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°19'35" AND A LONG CHORD OF NORTH 10°27'54" EAST 80.46 FEET; THENCE NORTHWESTERLY 20.69 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 79°48'27" AND A LONG CHORD OF NORTH 19°16'31" WEST 19.24 FEET; THENCE NORTH 59°10'45" WEST 209.91 FEET; THENCE SOUTHWESTERLY 28.03 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 107°04'48" AND A LONG CHORD OF SOUTH 67°16'51"WEST 24.13 FEET; THENCE NORTH 59°12'40" WEST 59.22 FEET; THENCE NORTHWESTERLY 28.17 FEET ALONG THE ARC OF A 15.65 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 103°09'05" AND A LONG CHORD OF NORTH 08°45'11" WEST 24.52 FEET; THENCE NORTH 58°10'45" WEST 196.10 FEET; THENCE NORTH 59°09'47" WEST 88.24 FEET; THENCE NORTHWESTERLY 124.81 FEET ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 26°17'27" AND A LONG CHORD OF NORTH 76°28'45" WEST 123.72 FEET; THENCE NORTH 89°37'28" WEST 96.30 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE CENTER SECTION LINE NORTH 85°50'38" EAST 4122.73 FEET AND SOUTH 443.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 65°58'00" WEST 748.59 FEET; THENCE SOUTHWESTERLY 6031 FEET ALONG THE ARC OF A 640.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°23'58" AND A LONG CHORD OF SOUTH 68°38'59" WEST 60.29 FEET; THENCE SOUTH 11°28'54" WEST 185.01 FEET; THENCE SOUTH 41°06'30" WEST 503.42 FEET; THENCE SOUTH 88°57'00" EAST 1727.21 FEET; THENCE NORTH 35°04'27" WEST 434.06 FEET; THENCE NORTH 37°08'57" WEST 254.89 FEET TO THE WEST LINE OF STATE HIGHWAY NO. 68; THENCE ALONG SAID WEST LINE NORTHWESTERLY 395.26 FEET ALONG THE ARC OF A 2897.79 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 7°48'55" AND A LONG CHORD OF NORTH 33°12'30" WEST 394.85 FEET TO THE POINT OF BEGINNING.

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PARCEL 3:

A PARCEL OF LAND COMPRISING THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

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BEGINNING AT A NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE NORTH 89°46'54" WEST 1372.28 FEET; THENCE ALONG THE SIXTEENTH SECTION LINE SOUTH 01°26'34" EAST 1309.21 FEET; THENCE ALONG THE SIXTEENTH SECTION LINE SOUTH 89°43'16" EAST 1360.05 FEET; THENCE ALONG THE CENTER SECTION LINE NORTH 00°54'22" WEST 1310.35 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL NON-EXCLUSIVE, FLOATING EASEMENT FOR A RIGHT OF WAY FOR PURPOSES OF INGRESS AND EGRESS 2 RODS WIDE CONNECTING FROM THE GRANTEE'S PROPERTY IN THE SW1/4 NW1/4 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SLB & M, AND EXTENDING OVER THE FOLLOWING DESCRIBED PROPERTY:

W1/2 NW1/4 SECTION 13; S 1/2 NE 1/4 SECTION 14; AND SE 1/4 NE 1/4 SECTION 14, ALL OF TOWNSHIP 6 SOUTH, RANGE 1 WEST, SLB & M

THE PRECISE LOCATION OF THE EASEMENT WILL BE ESTABLISHED BY MUTUAL AGREEMENT BY THE PARTIES AND RECORDED BY AFFIDAVIT BASED ON AN ACTUAL SURVEY AT SUCH TIME AS A ROADWAY IS ACTUALLY CONSTRUCTED. THE LOCATION OF THE EASEMENT WILL BE SHIFTED FROM TIME TO TIME TO OVERLAY THE NEAREST PUBLIC ROADS AS THEY ARE CONSTRUCTED, IT BEING THE INTENTION OF THE PARTIES THAT THE EASEMENT EVENTUALLY BY ENTIRELY REPLACED WITH DEDICATED PUBLIC ROADS. NO PHYSICAL CONSTRUCTION OF EITHER AN IMPROVED ROADWAY OR ANY UNDERGROUND OR OVERHEAD UTILITY FACILITIES WILL BE PERMITTED WITHIN THIS FLOATING EASEMENT UNTIL SUCH TIME AS THE PERMANENT LOCATION HAS BEEN AGREED TO BY THE PARTIES AND A CENTER LINE DESCRIPTION HAS BEEN RECORDED. IN FIXING THE LOCATION OF THE ROADWAY, THE PARTIES AGREE TO A LOCATION THAT MINIMIZES INTERFERENCE WITH THE SERVIENT PROPERTY, FOLLOWS AS CLOSELY AS REASONABLY POSSIBLE THE ANTICIPATED LOCATION OF FUTURE PUBLIC ROADS, MAINTAINS REASONABLE GRADES, CURVES, AND OTHER REASONABLE AND CUSTOMARY DESIGN STANDARDS CONSISTENT WITH SOUND ENGINEERING PRACTICES. UPON RECORDING AN AGREEMENT DESCRIBING THE EXACT LOCATION OF THE ROAD EASEMENT, THE REMAINING PROPERTY DESCRIBED ABOVE WILL NO LONGER BE ENCUMBERED BY THIS EASEMENT IN ANY WAY. AT ANY TIME, GRANTOR MAY EXTINGUISH THE EASEMENT BY DEDICATING A PUBLIC ROADWAY THAT PROVIDES ACCESS TO THE DOMINANT PROPERTY LOCATION AT SUCH LOCATION AS GRANTOR AND THE PUBLIC AGENCY RECEIVING THE DEDICATION MAY DETERMINE.

PARCEL 1:
SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 40 ACRES, MORE OR LESS.
PARCEL 2:
NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 40 ACRES, MORE OR LESS.
PARCEL 3:
NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 40 ACRES, MORE OR LESS.

PARCEL 1:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. (CONTAINING 81.50 ACRES, MORE OR LESS)

TOGETHER WITH, and also SUBJECT TO a perpetual, non-exclusive, floating easement for a right of way for purposes of ingress and egress 2 rods wide connecting from the grantee's property in the SW1/4NW1/4 of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and extending over the following described property: W1/2NW1/4 Section 13; S1/2NE1/4 Section 14; and SE1/4NE1/4 Section 14, all of Township 6 South, Range 1 West, Salt Lake Base and Meridian.

The Terms and Conditions of this easement are set forth in the deeds from the Grantor to Grantee conveying other property, which appears of record in the office of the Utah County Recorder as Entry 7819:2000

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN. (CONTAINING 40.48 ACRES, MORE OR LESS)

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THE SOUTHWEST 1/4 SECTION12; NORTH ½ AND SOUTHWEST 1/4 SECTION 13, THE SOUTH ½ OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, EAST ½ NORTHWEST 1/4, AND NORTH ½ SOUTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO: BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE RIGHTS OF WAY OF UTAH LAKE IRRIGATION CO. CANAL, WHICH POINT IS 518 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID RIGHT OF WAY NORTH 44°54' WEST 427 FEET; THENCE NORTH 34°45' WEST 1218.50 FEET; THENCE NORTH 34°55' WEST 531.11 FEET; THENCE NORTH 47°25' WEST 89 FEET; THENCE NORTH 78°04' WEST 315 FEET; THENCE NORTH 55°66' EAST 179 FEET; THENCE NORTH 9°17' EAST 143 FEET TO THE NORTH LINE OF SOUTHEAST 1/4 CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 40 CHAINS; THENCE EAST 40 CHAINS TO THE PLACE OF BEGINNING.

LESS: BEGINNING AT A POINT WHICH IS SOUTH 2,123.55 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING ON THE WEST BOUNDARY OF THE 33 FOOT WIDE UTAH LAKE IRRIGATION COMPANY'S PELICAN POINT BRANCH CANAL RIGHT-OF-WAY; AND RUNNING THENCE ALONG SAID WEST BOUNDARY FOR FIVE COURSES AS FOLLOWS: NORTH 44°54' WEST 440.55 FEET; THENCE NORTH 34°45' WEST 1,219.58 FEET; THENCE NORTH 34°55' WEST 529.84 FEET; THENCE NORTH 47°25' WEST 84.24 FEET; THENCE NORTH 78°04' WEST 4.99 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF A 66 FOOT WIDE STATE ROAD; THENCE LEAVING SAID CANAL BOUNDARY AND RUNNING ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD FOR FOUR COURSES AS FOLLOWS: SOUTHEASTERLY 524.74 FEET, MORE OR LESS, ALONG THE ARC OF A 2,831.79 FOOT RADIUS CURVE TO THE LEFT OF THE POINT OF TANGENCY; THENCE SOUTH 37°48' EAST 239.29 FEET; THENCE SOUTH 35°25'30 EAST 1,120.53 FEET TO THE POINT OF CURVATURE OF A 3,307.04 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 592.98 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE TO THE EAST LINE OF SAID SECTION 12; THENCE LEAVING SAID ROAD RIGHT OF WAY LINE AND RUNNING NORTH 248.88 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE "FIRST RELEASE PARCEL" DESCRIBED ON THE FOLLOWING PAGES CONTAINING 129.824 ACRES:

EXHIBIT "K"

Exhibit "K"-	**Villages at Saratoga Springs (Fox Hollow) Master Easements Summary**
Exhibit "K-1"-	**Master Easements**
Exhibit "K-2"-	**Master Easement Legal Descriptions**
Exhibit "K-3"-	**Master Easement Agreement**

Exhibit "K"

Villages at Saratoga Springs (Fox Hollow) Master Easements Summary			
Item	**Neighborhoods Impacted (1)**	**Improvement**	**Approximate Area**
		Roadway Easements	
R-1 (including W-1)	4, 5	**Swainson Boulevard Easement** Easement for 74' right of way road improvements from N-11 to the School Property including a 12" water line (W-1), associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	2.29 ac.
R-2 (including W-2)	5,7,8,11	**Wildlife Boulevard Easement** Easement for 96.5' right of way road improvements from N-9 to Village Parkway including a 12" water line (W-3), associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	5.28 ac.
R-3	3,5,6,7	**Village Parkway Easement** Easement for 96.5' right of way road improvements from N-3 (Fox Point Drive) to Foothill Boulevard including associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	5.61 ac.
R-4	4,10	**Redwood Road Easement** Easement for 90' half width right of way road improvements from the intersections of Redwood Road and Village Parkway and Wildlife Boulevard including associated utilities, paving, curb/gutter and 30' trail easement, street lights, and landscaping.	3.46 ac.
R-5, R-7 (including W-4 and S-4)	6,7,12,13,15,17	**Foothill Boulevard Easement** Easement for 226' right of way road improvements from the northwestern property boundary to the southeastern property boundary including associated frontage roads, utilities, paving, curb/gutter and sidewalks, trails, street lights, slopes, landscaping, and water and sewer improvements associated with W-4 and S-4.	29.03 ac.
R-6	6	**Foothill Boulevard Secondary Access Easement** Easement for 56' right of way road improvements from Foothill Boulevard through N-6 including associated utilities, paving, curb/gutter and sidewalks, street lights, and landscaping	0.25 ac.

Item	Neighborhoods Impacted (1)	Improvement	Approximate Area
R-8	12,13,14,15,16, 17	**Viewpoint Boulevard Easement** Easement for 77' right of way road improvements from N-12 / Foothill Blvd. to N-17 / Foothill Blvd. including associated utilities, paving, curb/gutter, sidewalks, street lights, and landscaping.	6.98 ac.
		Storm Drain Easements	
SD-1	1	**N-1 Phase 7 Detention Basin Easement** Easement for detention basin improvements associated with storm drainage west of N-1 and east of the exisiting N-1 debris basin.	1.06 ac.
SD-2	14	**Lower N-14 Detention Basin Easement** Easement for detention basin improvements associated with storm drainage from N-14 and 16.	1.10 ac.
SD-3	14	**Upper N-14 Detention / Debris Basin Easement** Easement for detention basin improvements associated with storm drainage from hillside areas west of N-14.	0.85 ac.
SD-4	14	**N-14 Detention / Debris Basin Easement** Easement for detention and debris basin improvements associated with storm drainage and debris flows from hillside areas west of N-14.	0.78 ac.
SD-5	14	**N-14 Detention / Debris Basin Easement** Easement for detention and debris basin improvements associated with storm drainage and debris flows from hillside areas west of N-14.	0.88 ac.
SD-6	1	**N-1 Detention / Debris Basin Easement** Easement for detention and debris basin improvements associated with storm drainage and debris flows west of N-1, including a cut off channel to the drainage area located south of N-1 (OS-1)	4.61 ac.
SD-7	16	**N-16 Debris Basin Easement** Easement for debris basin improvements associated with debris flows from areas west of N-14 and 16.	0.94 ac.
SD-8	15	**N-15/16 Detention / Debris Basin Easement** Easement for detention and debris basin improvements associated with storm drainage and debris flows from N-13 and 15.	0.91 ac.
SD-9	4	**N-4 South Detention Basin Easement** Easement for detention basin improvements associated with storm drainage from N-4 and RP-1.	2.14 ac.

Item	Neighborhoods Impacted (1)	Improvement	Approximate Area
SD-10	7	**Foothill Retention Basin Easement** Easement for retention basin improvements associated with storm drainage from Foothill Boulevard.	3.12 ac.
SD-11	4	**N-4 North Detention Basins Easement** Easement for existing and future detention basin improvements associated with storm drainage from N-2, 3, 4, 5, 6, and 12.	2.14 ac.
		Sewer Easements	
S-1	4	**Village Parkway 12" Sewer Line Easement** Easement for a 12" sewer line parallel to Village Parkway on the north end of N-4 to service property west of N-4.	
S-2	7, 8, 15	**N-15 8" Outfall Sewer Line Easement** Easement for an 8" outfall sewer line to connect N-15 through 17 to existing sewer lines east of N-8.	
S-3	7, 8, 17	**N-17 8" Outfall Sewer Line Easement** Easement for an 8" outfall sewer line to connect N-15 through 17 to existing sewer lines east of N-8.	
S-5	5	**N-6 Outfall Sewer Line** Easement for an 8" sewer line to service Lots 6110 - 6119 of N-6.	
		Water Easements	
W-6	12	**Zone 3 Secondary Irrigation Pond Easement** Easement for ultimate Zone 3 Irrigation Pond including all drainage and pipeline facilities necessary to connect the Zone 3 water tank and irrigation facilities to Zone 3 east of Foothill Boulevard.	6.36 ac.
W-8	13, 14, 15, 16	**Zone 3 to Zone 4/5 Culinery and Secondary Water Mains Easement** Easement for water line improvements connecting to water line improvements in Foothill Blvd. from the Zone 3 water tank and booster station to the Zone 4/5 water tank.	
W-9	16	**Zone 4/5 Culinery WaterTank and Secondary Irrigation Pond Easement** Easement for Zone 4/5 water tank, irrigation pond, access, and pipeline facilities necessary to connect the Zone 4/5 water tank and irrigation facilities to the Zone 3 tank and irrigation pond location.	14.52 ac.
W-10	14, 16	**Zone 4/5 Culinery and Secondary Master Plan Water Mains Easement** Easement for city master plan water line improvements associated with Zone 4 and Zone 5.	11.41 ac.

Item	Neighborhoods Impacted (1)	Improvement	Approximate Area
W-11	6	**Zone 3 Existing Culinery and Secondary Water Main / Zone 2 Water Tank / Pond / Booster Station Access Easement**	
		Easement associated with existing water line improvements in N-6 connecting the Zone 3 Booster Station to the Zone 3 water tank and secondary irrigation water line connection to the future Zone 3 secondary irrigation pond.	
		Parks and Open Space Easements	
RP-1	5	**Regional Park Easement** Easement for 21.06 acre Park Site to be improved by the City of Saratoga Springs including associated utilities, sidewalks, trails, lighting, slopes, and landscaping.	21.06
OS-1A	1	**Open Space No. 1A Easement** Easement for open space improvements in the open space area south of N-1 Phase 7 and abutting the northern boundary of N-6 / Phase 2.	2.08 ac.
OS-4	7	**Open Space No. 4 Easement** Easement for open space improvements in the drainage area located along the eastern and northern boundaries of N-7 including trails, slope stabalization, drainage, and landscaping.	14.67 ac.
OS-5	13,15	**Open Space No. 5 Easement** Easement for open space improvements in the drainage area located between N-13 and15 including trails, slope stabalization, drainage, and landscaping.	3.38 ac.
OS-6	14,16	**Open Space No. 6 / Sensitive Lands Easement** Easement for open space improvements in this hillside location catagorized as Sensitive Lands located along the western property boundary above N-14 and 16, including trails, fuel modification, trail head parking and related facilities and other improvements consistent with maintaining this area in its natural condition.	120.01 ac
OS-7	17	**Open Space No. 7 Easement** Easement for open space improvements in the southeastern portion of N-17 including slope stabalization, drainage, and landscaping.	2.01 ac.

Item	Neighborhoods Impacted (1)	Improvement	Approximate Area
CP-2 (including SD-2)	14	**Community Park No. 2 Easement** Easement for 9.97 acre Park Site which improvements will include landscaping, fencing, play equipment installation, trails, a storm drainage detention basin (SD-2), and other improvements as identified on the approved park plans.	9.97 ac

(1) The "Neighborhoods Impacted" column identifies those neighborhoods where the identified easement is located. The property owner for the identified neighborhood would be subject to the identified easement.

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EXHIBIT "K-1" MASTER EASEMENTS

NOTE: THE LOCATION OF ALL ROADWAYS, PIPES AND UTILITIES DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.

NOTE: THE EASEMENT LOCATIONS DEPICTED ON THIS MAP SHALL TAKE PRECEDENCE OVER THE LEGAL DESCRIPTIONS DESCRIBED IN THE MASTER EASEMENT AGREEMENT.

MASTER EASEMENT DESCRIPTIONS

ROADWAY EASEMENTS

- R-1 SWAINSON BLVD
- R-2 WILDLIFE BLVD
- R-3 VILLAGE PARKWAY
- R-4 REDWOOD ROAD
- R-5 FOOTHILL PHASE 1
- R-6 FOOTHILL SECONDARY ACCESS
- R-7 FOOTHILL PHASE 2
- R-8 VIEWPOINT BLVD

STORM DRAINAGE EASEMENTS

- SD-1 N1 PH7 DETENTION BASIN
- SD-2 N14 DETENTION BASIN
- SD-3 N14 DETENTION/DEBRIS BASIN
- SD-4 N-14 DETENTION / DEBRIS BASIN
- SD-5 N-14 DETENTION / DEBRIS BASIN
- SD-6 N-1 DETENTION / DEBRIS BASIN
- SD-7 N-16 DEBRIS BASIN
- SD-8 N-15/16 DETENTION / DEBRIS BASIN
- SD-9 N-4 SOUTH DETENTION BASIN
- SD-10 FOOTHILL RETENTION BASIN
- SD-11 N -4 NORTH DETENTION BASINS

WATER EASEMENTS

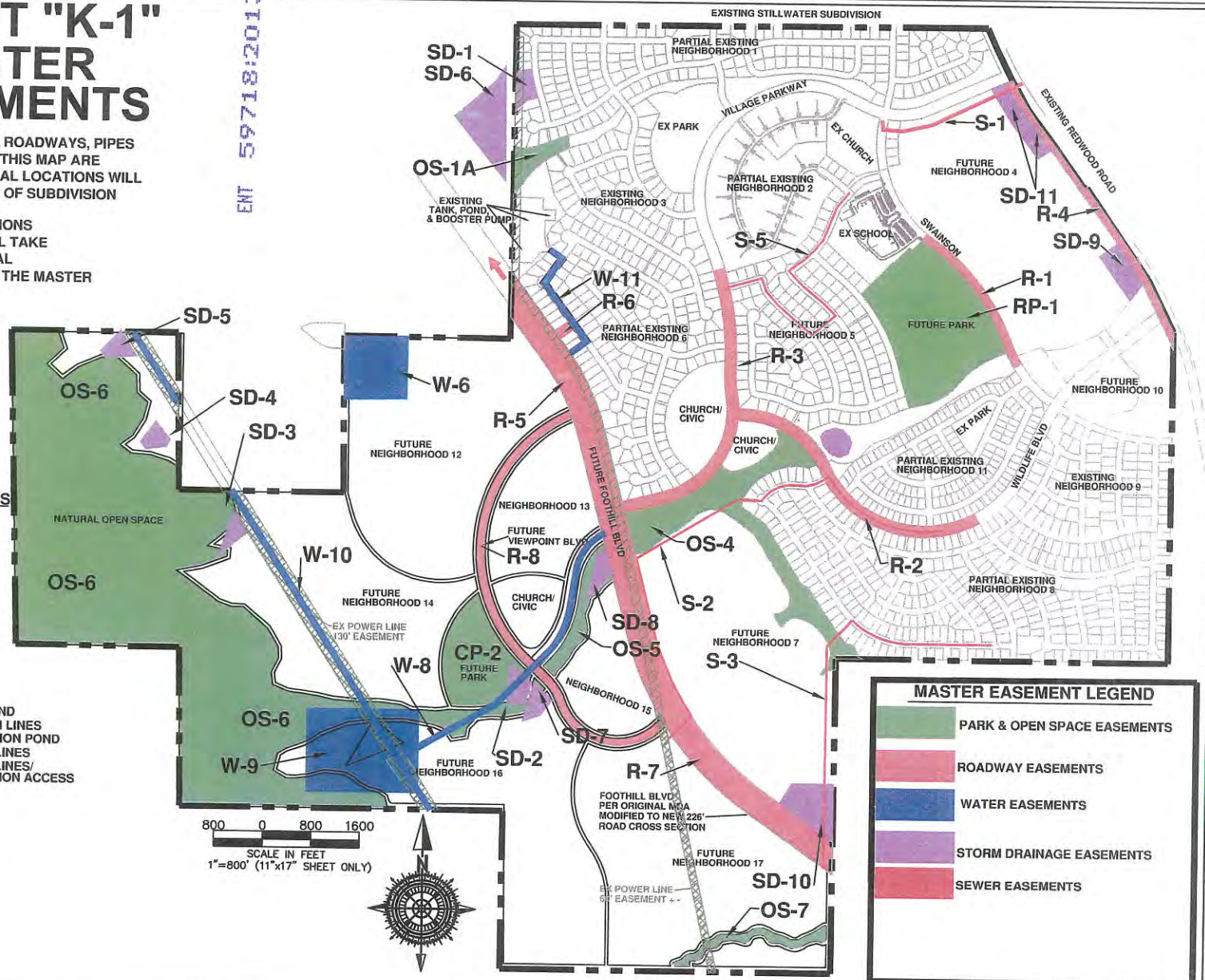
- W-6 ZONE 3 SECONDARY IRRIGATION POND
- W-8 ZONE 4-5 CULINARY AND IRRIGATION LINES
- W-9 ZONE 4-5 WATER TANK AND IRRIGATION POND
- W-10 ZONE 4 CULINARY AND IRRIGATION LINES
- W-11 ZONE 3 CULINARY AND IRRIGATION LINES/ ZONE 2 TANK/POND/BOOSTER STATION ACCESS

OPEN SPACE EASEMENTS

- RP-1 REGIONAL PARK #1
- OS-1A OPEN SPACE #1A
- OS-4 OPEN SPACE #4
- OS-5 OPEN SPACE #5
- CP-2 COMMUNITY PARK NO. 2
- OS-6 OPEN SPACE #6 / SENSITIVE LANDS
- OS-7 OPEN SPACE #7

SEWER EASEMENTS

- S-1 VILLAGE PARKWAY SEWER
- S-2 N 15-17 OUTFALL SEWER
- S-3 N 15-17 OUTFALL SEWER
- S-5 N 6 OUTFALL SEWER (lots 6110-6119)



MASTER EASEMENT LEGEND

- PARK & OPEN SPACE EASEMENTS
- ROADWAY EASEMENTS
- WATER EASEMENTS
- STORM DRAINAGE EASEMENTS
- SEWER EASEMENTS

NO.	DESCRIPTION	DATE	APP'D
1	CHANGED FOOTHILL FROM TRANSPORTATION TO PRIVATE FOOTHILL LOCATION PER GDA DEVELOPMENT AGREEMENT LOCATION PER SHEET	8-26-13	

CIVIL DATE: 03-01-08
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=800'

GATEWAY CONSULTING, inc.
P.O. BOX 91905 SOUTH JORDAN, UT 84095
PH: (801) 895-5848 FAX: (801) 432-7030
jmoss@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING
EXHIBIT "K-1"
MASTER EASEMENTS

8-26-13 PLOT DATE
2008.01 PROJECT NUMBER
EASE AND DED DRAWING FILE

SARATOGA CITY

SHEET NO. K-1

Exhibit "K-2"

Villages at Saratoga Springs (Fox Hollow)

Master Easement Legal Descriptions

R-1) SWAINSON BOULEVARD

BEGINNING at a point that is N 00°41'59" W 861.89 feet along the Section Line and East 659.38 feet from the South ¼ Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being the Northwest corner of parcel 59-012-0113 (Sage Hills Elementary School) and running thence N 39°00'31" E 74.00 feet to a 963.00' radius curve to the left, thence along arc of said curve 65.29 feet through a delta of 3°53'04" (chord bears S 52°56'01" E 65.28 feet) to a point on a 1,787.00' radius reverse curve to the right, thence along arc of said curve 1007.80 feet through a delta of 32°18'45" (chord bears S 38°43'11" E 994.50 feet), thence S 22°33'48" E 145.64 feet to a point on a 963.00' radius curve to the left, thence along arc of said curve 139.89 feet through a delta of 8°19'24" (chord bears S 26°43'30" E 139.77 feet), thence S 59°06'48" W 74.00 feet to a point on a 1,037.00' radius curve to the right, thence along arc of said curve 150.64 feet through a delta of 8°19'24" (chord bears N 26°43'30" W 150.51 feet), thence N 22°33'48" W 145.64 feet to a point on a 1,713.00' radius curve to the left, thence along arc of said curve 966.06feet through a delta of 32°18'45" (chord bears N 38°43'11" W 953.31 feet) to a point on a 1,037.00' radius curve to the right, thence along arc of said curve 70.30 feet through a delta of 3°53'04" (chord bears N 52°56'01" W 70.30 feet) to the point of BEGINNING. Easement contains 2.29 ac.

R-2) WILDLIFE BOULEVARD

BEGINNING at a point that is S 89°46'37" E 1,906.18 feet along the Section Line and South 563.69 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being on West Right of Way of Village Parkway, and running thence S 87°57'13" E 71.21 feet to a point on a 793.00' radius curve to the right, thence along arc of said curve 874.31 feet through a delta of 63°10'15" (chord bears S 56°22'05" E 830.70 feet) to a point on a 857.00' radius curve to left, thence along arc of said curve 1,411.89 feet through a delta of 94°23'37" (chord bears S 71°58'47" E 1,257.55 feet), thence S 29°09'56" E 96.50 feet to a point on a 953.50' radius curve to the right, thence along arc of said curve 1,570.85 feet through a delta of 94°23'33" (chord bears N 71°58'44" W 1,399.14 feet) to a point on a 696.50' radius curve to the left, thence along arc of said curve 767.92 feet through a delta of 63°10'14" (chord bears N 56°22'06" W 729.61 feet), thence N 87°57'13" W 71.84 feet to a point on a 803.50' radius curve to the left, thence along arc of said curve 96.56 feet through a delta of 06°53'07" (chord bears N 02°25'17 E 96.50 feet) to the point of BEGINNING. Easement contains 5.28 ac.

R-3) VILLAGE PARKWAY

BEGINNING at a point that is S 89°46'37" E 1,679.27 feet along the Section Line and North 587.77 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being on West Right of Way of Village Parkway, and running thence N 72°58'04" E 96.50 feet to a point on a 2,553.50' radius curve to the right, thence along arc of said curve 876.64 feet

through a delta of 19°40'13" (chord bears S 07°11'50" E 872.34 feet) to a point on a 696.50' radius curve to the left, thence along arc of said curve 123.30 feet through a delta of 10°08'35" (chord bears S 02°26'01" E 123.14 feet), thence S 07°30'18" E 102.36 feet to a point on 803.50' radius curve to the right, thence along arc of said curve 1,164 feet through a delta of 83°03'12" (chord bears S 34°01'18" W 1,065.39 feet), thence S 75°32'54" W 344.08 feet, thence N 14°27'06" W 96.50 feet, thence N 75°32'54" E 344.08 feet to a point on a 707.00' radius curve to the left, thence along arc of said curve 1,024.83 feet through a delta of 83°03'12" (chord bears N 34°01'18" E 937.44 feet), thence N 07°30'18" W 102.36 feet to a point on a 793.00' radius curve to the right, thence along arc of said curve 140.38 feet through a delta of 10°08'35" (chord bears N 02°26'01" W 140.20 feet) to a point on a 2,457.00' radius curve to the left, thence along arc of said curve 843.52 feet through a delta of 19°40'13" (chord bears N 07°11'50" W 839.38 feet) to the point of BEGINNING. Easement contains 5.61 ac.

R-4) REDWOOD ROAD

BEGINNING at a point that is N 00°41'59" W 519.20 feet along the Section Line and East 2,488.92 feet from the South 1/4 Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being 90 feet off of the centerline of Redwood Road, and running thence along said 90' Redwood Road centerline offset the following 3 calls, 1) thence along the arc of a 3,508.02' radius curve to the left 375.95 feet through a delta of 6°08'25" (chord bears N 32°48'19" W 375.77 feet), 2) thence N 35°52'31" W 1,476.47 feet to a point on a 1,090.00' radius curve to the right, 3) thence along arc of said curve 185.32 feet through a delta of 9°44'29" (chord bears N 31°00'17" W 185.10 feet) to the right of way of Village Parkway, thence along said right of way N 65°40'03" E 65.25 feet to the right of way of Redwood Road, thence along said Right of way the following 6 calls; 1) thence along the arc of a 2,897.79' radius curve to the left 400.08 feet through a delta of 7°54'38" (chord bears S 31°07'54" E 399.78 feet), 2) thence S 37°07'44" E 254.89 feet, 3) thence S 35°05'14" E 422.53 feet, 4) thence S 89°57'55" E 24.23 feet, 5) thence S 35°20'34" E 685.04 feet to a point on a 3,241.05' radius curve to the right, 6) thence along arc of said curve 242.75 feet through a delta of 4°17'29" (chord bears S 32°33'08" E 242.70 feet), thence S 26°08'43" E 482.39 feet, to the section line, thence along section S 00°16'18" W 146.10 feet, thence N 26°01'26" W 596.39 feet to the point of BEGINNING. Easement contains 3.46 acres more or less

R-5) FOOTHILL BOULEVARD PHASE 1

BEGINNING at a point that is N 00°17'20" E 183.44 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°17'20" E 380.00 feet , thence S 36°12'18" E 770.41 feet to a point on a 2,090.00' radius curve to the right, thence along arc of said curve 793.50 feet through a delta of 21°45'12" (chord bears S 25°19'42" E 788.74 feet), thence S 14°27'06" E 700.40 feet , thence S 75°32'54" W 226.00 feet, thence N 14°27'06" W 700.40 feet to a point on a 1864.00' radius curve to the left, thence along arc of said curve 707.70 feet through a delta of 21°45'12" (chord bears N 25°19'42" W 703.45 feet), thence N 36°12'18" W 464.92 feet to the point of BEGINNING. Easement contains 10.73 ac.

R-6) FOOTHILL BOULEVARD SECONDARY ACCESS

BEGINNING at a point that is S 89°46'37" E 416.29 feet along the Section Line and North 0.26 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 36°12'18" W 80.00 feet, thence N 53°47'42" E 137.00 feet, thence S 36°12'18" E 80.00 feet, thence S 53°47'42" W 137.00 feet to the point of BEGINNING. Easement contains 0.25 ac.

R-7) FOOTHILL BOULEVARD PHASE 2

BEGINNING at a point that is S 00°11'17" W 1,505.78 feet along the Section Line and East 756.22 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 75°32'54" E 226.00 feet , thence S 14°27'06" E 974.35 feet to a point on a 2,386.50' radius curve to the left, thence along arc of said curve 1,679.82 feet through a delta of 40°19'47" (chord bears S 34°36'59" E 1,645.36 feet), thence S 54°46'53" E 715.02 feet to the ¼ Section line, thence along ¼ Section line S 00°13'46" W 275.86 feet, thence N 54°46'53" W 873.21 feet to a 2,612.50' radius curve to the right, thence along arc of said curve 1,838.90 feet through a delta of 40°19'47" (chord bears N 34°36'59" W 1,801.18 feet), thence N 14°27'06" W 974.35 feet to the point of BEGINNING. Easement contains 18.30 ac.

R-8) VIEWPOINT BOULEVARD

BEGINNING at a point that is S 89°46'39" E 497.86 feet along the Section Line and South 590.50 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 20°53'36" E 77.14 feet to a point on a 1211.50' radius curve the left, thence along arc of said curve 2,384.72 feet through a delta of 112°46"52" (chord bears S 09°11'44" W 2,017.95 feet), thence S 47°11'42" E 205.43 feet to a point on a 538.50' radius curve to the right, thence along arc of said curve 258.89 feet through a delta of 27°32'44" (chord bears S 33°25'20" E 256.41 feet), to a point on a 461.50' radius curve to the left, thence along arc of said curve 910.74 feet through a delta of 113°04'12" (chord bears S 76°11'04" E 769.99 feet), thence N 47°16'50" E 62.95 feet, thence S 32°14'18" E 78.31 feet, thence S 47°16'50" W 48.70 feet to a point on a 538.50' radius curve to the right, thence along arc of said curve 1,062.70 feet through a delta of 113°04'12" (chord bears N 76°11'04" W 898.46 feet) to a point on a 461.50' radius curve to the left, thence along arc of said curve 221.87 feet through a delta of 27°32'44" (chord bears N 33°25'20" W 219.74 feet), thence N 47°11'42" W 205.43 feet to a point on a 1,288.50' radius curve to the right, thence along arc of said curve 2,541.02 feet through a delta of 112°59'31" (chord bears N 09°18'03" E 2,148.82 feet) to the point of beginning. Easement contains 6.98 acres

SD-1) N-1 PH. 7 DETENTION BASIN

BEGINNING at a point that is N 00°17'25" E 1,886.86 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°16'55" E 343.74 feet, thence N 81°05'58" E 138.21 feet to a point on a 1,318.00' radius curve to the left, thence along the arc of said curve 248.64 feet through a delta of 10°48'32" (chord bears S 12°26'19" E 248.27 feet), thence S 75°02'27" W 87.71 feet, thence S 46°55'11" W 146.47 feet to the point of BEGINNING. Easement contains 1.06 ac.

SD-2) LOWER N-14 DETENTION BASIN

BEGINNING at a point that is S 00°11'07" W 2,706.95 feet along the Section Line and East 40.05 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 49°34'06" E 244.04 feet, thence S 15°39'41" W 180.75 feet, thence S 82°528'40" W 160.94 feet, thence N 03°41'31" E 352.99 feet to the point of BEGINNING. Easement contains 1.10 ac.

SD-3) UPPER N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 1,459.22 feet along the Section Line and West 2,254.70 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 33°10'49" E 221.05 feet, thence S 51°01'17" W 336.34 feet, thence N 19°30'23" E 420.72 feet to the point of BEGINNING. Easement contains 0.85ac.

SD-4) N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 730.66 feet along the Section Line and West 2,918.21 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 37°47'56" E 196.07 feet, thence S 24°14'21" W 68.04 feet, thence S 82°17'24" W 177.41 feet, thence N 34°42'25" W 77.70 feet, thence N 35°50'59" E 218.24 feet to the point of BEGINNING. Easement contains 0.78 ac.

SD-5) N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 192.96 feet along the Section Line and West 3,086.90 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 85°08'35" W 250.97 feet, thence N 39°44'13" W 79.57 feet, thence N 43°39'42" E 246.11 feet, thence S 31°00'27" E 254.32 feet to the point of BEGINNING. Easement contains 0.88 ac.

SD-6) N-1 DETENTION/DEBRIS BASIN

BEGINNING at a point that is N 00°17'25" E 1,296.91 feet along the Section Line and West 60.78 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running N 38°14'05" W 699.53 feet, thence N 48'28'43" E 455.52 feet, thence N 30°23'23" E 163.75 feet, thence S 00°31'20" E 992.71 feet to the point of BEGINNING. Easement contains 4.61 ac.

SD-7) N-16 DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 2,857.74 feet along the Section Line and East 243.90 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 44°02'32" E 221.63 feet, thence S 36°49'49" W 154.94 feet, thence S 71°08'13" W 166.73 feet, thence N 15°58'52" E 350.80 feet to the point of BEGINNING. Easement contains 0.94 ac.

SD-8) N-15/16 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 1,744.49 feet along the Section Line and East 818.43 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 51°14'17" W 84.89 feet, thence S 11'53'41" W 402.61 feet, thence N 41°08'38" E 314.75 feet, thence S 41°08'38" E 314.75 feet to the point of BEGINNING. Easement contains 0.91 ac.

SD-9) N-4 SOUTH DETENTION BASIN

BEGINNING at a point that is N 00°17'25" E 736.20 feet along the Section Line and East 4,862.05 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 35°26'47" E 449.04 feet, thence N 37°45'20" E 173.34 feet, thence N 26°08'43" W 19.81 feet to a point on a 3,535.17' radius curve to the left, thence along arc of said curve 381.34 feet through a delta of 6°10'50" (chord bears N 33°09'03" W 381.15 feet), thence S 54°06'10" W 184.42 feet to the point of BEGINNING. Easement contains 2.14 ac.

SD-10) FOOTHILL RETENTION BASIN

BEGINNING at a point that is S 00°11'07" W 3,679.80 feet along the Section Line and East 2,395.78 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 54°46'53" E 548.05 feet, thence N 00°13'46 E 478.16 feet, thence N 89°46'14" W 350.16 feet, thence S 31°19'15" W 191.39 feet to the point of BEGINNING. Easement contains 3.12 ac.

SD-11) N-4 NORTH DETENTION BASINS

BEGINNING at a point that is N 00°17'25" E 2,126.30 feet along the Section Line and East 3,940.84 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 30°52'43" E 339.41 feet, thence S 36°52'56" E 369.23 feet, thence N 57°32'07" E 133.86 feet, thence N 35°52'31" W 505.04 feet to a point on a 1,090.00' radius cure to the right, thence along arc of said curve 185.32 feet through a delta of 9°44'29" (chord bears 185.10 N 31°00'17" W), thence S 65°39'53" W 128.87 feet to the point o beginning. Easement contains 2.14 acres.

S-1) VILLAGE PARKWAY 12" SEWER LINE

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 3,060.48 feet along the Section Line and North 1,865.61 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 06°00'34" E 76.19 feet, thence S 85°42'39" E 159.97 feet, thence N 77°16'33" E 253.49 feet, thence N 64°03'30" E 820.48 feet to an existing city sewer pipeline.

S-2) N-15 OUTFALL SEWER LINE

A 30' sewer easement, 15 feet either side of describe centerline

BEGINNING at a point that is S 00°14'43" W 706.32 feet along the Section Line and East 1,362.02 feet from the West 1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 44°07'55" E 277.97 feet to a point on a 2386.50' radius curve to the right, thence along arc of said curve 811.19 feet through a delta of 19°28'31" (chord bears N 24°11'21" W 807.29 feet), thence N 14°01'30" W 581.21 feet, thence N 59°03'46" E 979.60 feet, thence S 86°51'55" E 192.68 feet to a point on a 300.00' radius curve to the right, thence along arc of said curve 343.55 feet through a delta of 65°36'47" (chord bears N 66°08'54" E 325.08 feet) to a point on a 316.55' radius curve to the left, thence along arc of said curve 280.12 feet through a delta of 50°42'08 (chord bears N 72°39'47" E 271.07 feet) to a point on a 905.25' radius curve to the left, thence along arc of said curve 1,165.20 feet through a delta of 73°44'55" (chord bears S 66°37'31" E 1,086.41 feet) more or less to an existing public right- of- way.

S-3) N-17 OUTFALL SEWER LINE

A 30' sewer easement, 15 feet either side of describe centerline

BEGINNING at a point that is S 00°14'43" W 1,759.92 feet along the Section Line and East 2,672.24 feet from the West 1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°13'46" E 1,841.48 feet, thence N 43°32'41" E 300.26 feet to a point on a 670.00' radius curve to the left, thence along arc of said curve 476.07 feet through a delta of 40°42'43" (chord bears S 65°58'14" E 466.12 feet), thence S 89°37'44" E 734.84 feet more or less to an existing city public right-of way..

S-5) N-6 OUTFALL SEWER LINE

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 1,766.87 feet along the Section Line and North 440.57 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 73°42'03" E 328.97 feet, thence S 19°20'08" E 119.99 feet, thence S 41°48'06" E 157.89 feet, thence S 49°02'04" E 368.95 feet, thence N 48°56'02" E 253.66 feet, thence N 44°38'24" W 136.47 feet, thence N 50°28'11" W 221.25 feet, thence N 43°48'20" W 181.09 feet, thence N 53°12'50" E 155.36 feet, thence N 48°24'56" E 97.05 feet, thence N 40°10'42" E 133.42 feet, thence N 21°53'32" E 294.10 feet, thence N 39°22'52" E 163.00 feet to an existing sewer manhole.

W-6) ZONE 3 SECONDARY IRRIGAION POND

BEGINNING at a point that is N89°43'24" W 847.30 along the Section Line from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 00°16'36" W 524.42 feet, thence S 88°59'14" W 520.04 feet, thence N 00°13'56" W 536.14 feet to the section line, thence along section line S 89°43'24" E 524.67 feet to the point of BEGINNING. Easement contains 6.36 ac.

W-8) ZONE 3/ZONE 4 CULINARY AND SECONDARY WATER MAINS

A 75 foot easement, 37.5' either side of described centerline

BEGINNING at a point that is along the Section Line from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 00°11'07" W 1,573.84 feet along the Section Line and East 913.83 feet from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along an arc of a 497.50' radius curve 566.39 feet through a delta of 65°13'45" (chord bears S 41°12'46" W 536.29 feet), thence S 08°35'54" W 229.95 feet to a point on a 752.50' radius curve to the right, thence along arc of said curve 449.26 feet through a delta of 34°12'24" (chord bears S 25°42'06" W 442.61 feet), thence S 42°48'18" W 126.34 feet, thence S 43°12'52" W 472.16 feet, thence S 60°41'20" W 897.43 feet to the point of terminus.

W-9) ZONE 4/5 CULINERY TANK AND IRRIGATION POND

BEGINNING at a point that is S 00°11'55" W 3,106.96 along the Section Line and West 706.45 feet from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 685.10 feet, thence West 923.52 feet, thence North 923.52 feet, thence East 923.52 feet to the to the point of BEGINNING. Easement contains 14.52 ac.

W-10) ZONE 4/5 CULINARY AND SECONDARY MASTER PLAN WATER MAINS

BEGINNING at a point that is N 89°48'52" W 294.54 feet along the Section Line from the North Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 32°18'00 E 4,667.23 feet, thence N 89°45'29" W 154.21 feet, thence N 32°18'00" W 4,667.11 feet, thence S 89°47'40" E 154.15 feet to the to the point of BEGINNING, less and excepting the Northwest ¼ of the Northeast ¼ of Section 14. Easement contains 11.41 ac.

W-11) ZONE 3 CULINARY AND SECONDARY WATER MAINS / ZONE 2 TANK/POND /BOOSTER STATION ACCESS

BEGINNING at a point that is S 89°46'37" E 506.46 feet along the Section Line and South 125.47 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the arc of a 2,090.00' radius curve to the left 30.02 feet through a delta of 0°49'23" (chord bears N 34°17'54" W 30.02 feet), thence N 53°47'42" E 137.71 feet, thence N 36°12'18" W 612.73 feet, thence N 36°04'42" E 243.67 feet, thence N 53°55'18" W 100.00 feet, thence N 31°02'49" E 40.15 feet, thence S 53°55'18" E 159.52 feet, thence S 36°04'42" W 242.77 feet, thence S 36°12'18" E 601.83 feet, thence S 53°47'42" W 194.71 feet to the point of BEGINNING.

RP-1) REGIONAL PARK

BEGINNING at a point that is N 00°41'59" W 416.04 feet along the Section Line and East 159.53 feet from the South ¼ Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being the Southwest corner of parcel 59-012-0113 (Sage Hills Elementary School) and running thence N 44°35'06" E 109.03 feet, thence N 44°36'44" E 258.46 feet, thence S 45°23'16" E 9.00 feet, thence N 44°36'44" E 185.15 feet, thence S 45°23'16" E 29.91 feet, thence N 44°36'44" E 111.95 feet to a point on a 1037.00' radius curve to the right, thence along arc of said curve 70.30 feet through a delta

of 3°53'04" (chord bears S 52°56'01" E 70.30 feet) to a point on a 1713.00' radius compound curve to the right, thence along arc of said curve 966.06 feet through a delta of 32°18'45" (chord bears S 38°43'11" E 953.31 feet), thence S 22°33'48" E 153.22 feet, thence S 66°53'07" W 98.41 feet to a point on a 775.22' radius curve to the left, thence along arc of said curve 397.34 feet through a delta of 29°22'02" (chord bears S 52°00'26" W 393.00 feet) to a point on a 499.91' radius curve to the right, thence along arc of said curve 309.94 through a delta of 35°31'22" (chord bears S 58°34'25" W 305.00 feet), thence S 76°20'11" W 136.06 feet, thence N 16°15'34" W 100.05 feet, thence N 16°15'34" W 70.36 feet to a point on a 801.49' radius curve to the right, thence along arc of said curve 117.70 feet through a delta of 8°24'50" (chord bears N 15°39'35" W 117.59 feet) to a point on a 1,478.81' radius curve to the left, thence along arc of said curve 762.85 feet through a delta of 29°33'22" (chord bears N 26°13'51" W 754.41 feet) to the point of BEGINNING. Easement contains 21.06 ac.

OS-1A) OPEN SPACE NO. 1A

BEGINNING at a point that is N 00°17'25" E 1,219.01 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°17'26" E 389.26 feet, thence S 67°19'45" E 34.12 feet, thence S 77°30'00" E 67.11 feet, thence N 74°39'34" E 99.41 feet, thence N 71°37'37" E 65.12 feet, thence N 71°25'26" E 67.37 feet, thence N 67°45'52" E 66.84 feet, thence N 69°08'17" E 65.81 feet, thence N 75°05'32" E 4.75 feet, thence S 06°43'05" E 104.26 feet, thence S 74°20'18" W 8.96 feet, thence S 60°39'53" W 92.86 feet, thence S 60°39'53" W 15.07 feet, thence S 60°39'53" W 103.96 feet, thence S 51°57'35" W 99.68 feet, thence S 39°46'52" W 156.80 feet, thence S 33°05'52" W 105.44 feet, thence N 89°36'37" W 30.93 feet to the point of BEGINNING. Easement contains 2.08 ac.

OS-4) OPEN SPACE NO. 4

BEGINNING at a point that is S 00°11'07" W 1,449.39 feet along the Section Line and East 974.81 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 75°32'54" E 344.08 feet to a point on a 803.50' radius curve to the left, thence along arc of said curve 579.87 feet through a delta of 41°20'56" (chord bears N 54°52'26" E 567.36 feet) to a non-tangent 125.00' radius curve to the left, thence along arc of said curve 169.64 feet through a delta of 77°45'30" (chord bears S 73°51'48" E 156.92 feet), thence N 67°15'27" E 168.06 feet, thence N 47°35'09" E 167.62 feet to a point on a 125.00' radius curve to the left, thence along arc of said curve 170.68 feet through a delta of 78°13'58" (chord bears N 08°28'10" E 157.72 feet), thence N 23°37'52" E 19.72 feet to a point on a 695.55' radius curve to the right, thence along arc of said curve 451.55 feet through a delta of 37°07'04" (chord bears S 47°49'49" E 443.39 feet), thence S 63°57'55" W 67.73 feet, thence N 80°45'31" W 103.52 feet, thence S 80°32'14" W 154.16 feet, thence N 14°41'48" W 0.07 feet, thence S 62°52'41" W 151.02 feet, thence S 48°11'51" W 135.59 feet, thence S 31°19'59" W 109.51 feet, thence S 22°23'14" W 21.18 feet, thence S 03°14'15" W 48.18 feet, thence S 54°12'39" E 248.23 feet, thence S 31°26'06" E 581.12 feet, thence S 63°06'12" E 68.02 feet, thence S 32°32'58" E 326.91 feet, thence S 36°20'45" E 219.73 feet, thence S 72°00'31" E 76.81 feet, thence S 22°47'26" E 92.06 feet, thence S 67°10'40" E 49.11 feet, thence N 89°43'24" W 225.22 feet, thence S 00°16'10" W 91.85 feet, thence S 74°20'04" W 55.59 feet, thence S 54°43'43" W 72.50 feet, thence N 52°00'23" W 20.48 feet, thence N 37°59'37" E 72.83 feet to a point on a 185.00' radius curve to the left, thence along arc of said curve 240.03 feet through a delta of 74°20'22" (chord bears N

00°49'26" E 223.55 feet), thence N 36°20'45" W 90.98 feet to a point on a 250.00' radius curve to the left, thence along arc of said curve 125.50 feet through a delta of 28°45'46" (chord bears N 50°43'38" W 124.19 feet), thence N 65°06'31" W 50.33 feet to a point on a 125.00' radius curve to the left, thence along arc of said curve 194.11 feet through a delta of 88°58'32" (chord bears S 70°24'13" W 175.19 feet) to a point on a 10.00' radius curve to the right, thence along arc of said curve 21.21 feet through a delta of 121°32'05" (chord bears S 86°40'59" W 17.45 feet), thence N 32°32'58" W 104.87 feet to a point on a 10.00' radius curve to the right, thence along arc of said curve 16.04 feet through a delta of 91°54'52" (chord bears N 13°24'28" E 14.38 feet) to a point on a 125.00' radius curve to the left, thence along arc of said curve 60.18 feet through a delta of 27°35'08" (chord bears N 76°12'16" E 59.60 feet) to a point on a 125.00' radius curve to the left, thence along arc of said curve 207.78 feet through a delta of 95°14'23" (chord bears N 16°11'06" E 184.67 feet), thence N 31°26'06" W 548.91 feet, thence N 54°12'39" W 286.24 feet to a point on a 200.00' radius curve to the left, thence along arc of said curve 282.61 feet through a delta of 80°57'40" (chord bears S 85°18'31" W 259.68 feet) to a point on a 884.50' radius curve to the right, thence along arc of said curve 315.23 feet through a delta of 20°25'12" (chord bears S 55°02'17" W 313.56 feet), thence S 50°18'31" W 0.42 feet to a point on a 884.50' radius curve to the right, thence along arc of said curve 2.63 feet through a delta of 0°10'13" (chord bears S 65°09'46" W 2.63 feet), thence S 50°18'31" W 191.45 feet, thence S 77°49'16" W 94.35 feet, thence N 14°27'06" W 354.45 feet to the point of BEGINNING. Easement contains 14.67 ac.

OS-5) OPEN SPACE NO. 5

BEGINNING at a point that is S 00°11'08" W 1,702.33 feet along the Section Line and East 806.40 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along an arc of a 427.50' radius to the left, thence along arc of said curve 344.73 feet through a delta of 46°12'09" (chord bears S 31°41'58" W 335.47 feet, thence S 08°35'54" W 229.95 feet to a point on a 822.50' radius curve to the right, thence along arc of said curve 491.05 feet through a delta of 34°12'24" (chord bears S 25°42'06" W 483. 79 feet), thence S 42°48'18" W 101.16 feet, thence S 47°11'42" E 78.90 feet to a point on a 562.00' radius curve to the left, thence along arc of said curve 26.06 feet through a delta of 2°39'24" (chord bears S 45°52'00" E 26.06 feet) to a point on a 62.98 ' radius curve to the left, thence along arc of said curve 13.91 feet through a delta of 12°39'12" (chord bears S 57°41'38" E 13.88 feet) to a point on a 4.88' radius curve to the left, thence along arc of said curve 8.28 feet through a delta of 97°10'39" (chord bears N 67°23'27" E 7.32 feet), thence N 25°52'40" E 20.65 feet to a point on a 93.74' radius curve to the right, thence along arc of said curve 32.04 feet through a delta of 19°34'58" (chord bears N 35°40'09" E 31.88 feet) to a point on a 84.57' radius curve to the right, thence along arc of said curve 31.54 feet through a delta of 6°21'04" (chord bears N 48°38'10" E 31.53 feet), thence N 38°17'16" E 35.43 feet, thence N 35°27'34" E 59.66 feet, thence N 34°50'17" E 23.08 feet to a point on a 379.12' radius curve to the right, thence along arc of said curve the right, thence along arc of said curve 94.20 feet through a delta of 14°14'08" (chord bears N 31°45'08" E 93.95 feet) to a point on a 265.23' radius curve to the right, thence along arc of said curve 62.34 feet through a delta of 13°28'02" (chord bears N 45°36'13" E 62.20 feet) to a point on a 126.25' radius curve to the left, thence along arc of said curve 138.39 feet through a delta of 62°48'21" (chord bears N 20°56'03" E 131.57 feet), thence N 10°37'30" W 65.22 feet to a point on a 88.26' radius curve to the right, thence along arc of said curve 66.67 feet through a delta of 43°17'00" (chord bears 65.10 N 02°07'20" E 65.10 feet) to a point on a 322.92' radius curve to the left, thence along arc of said curve 106.13 feet through a delta of 18°49'48" (chord bears N 19°27'11" E 105.65 feet) to a point on a 42.02'

radius curve to the right, thence along arc of said curve 39.38 feet through a delta of 53°41'30" (chord N 36°53'02" E 37.96 feet) to a point on a 168.52' radius curve to the left, thence along arc of said curve 98.33 feet through a delta of 33°25'48" (chord bears N 47°00'53" E 96.93 feet) to a point on a 688.89' radius curve to the right, thence along arc of said curve 101.87 feet through a delta of 8°28'21" (Chord bears N 47°10'32" E 101.78 feet) to a point on a 593.07' radius curve to the right, thence along arc of said curve 19.28 feet through a delta of 1°51'44" (chord bears N 52°20'35" E 19.28 feet) to a point on a 5,552.17' radius curve to the right, thence along arc of said curve 296.34 feet through a delta of 3°03'29" (chord bears N 15°03'13" W 296.31 feet) to the point of BEGINNING. Easement contains 3.38 ac.

OS-6) OPEN SPACE NO. 6 / SENSITIVE LANDS

BEGINNING at a point that the Southwest Corner of the Northeast Quarter (center of section 14) of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 89°40'29" W 1347.81 feet, thence N 01°27'21" W 2618.47 feet, thence S 89°47'56" E 380.76 feet, thence S 18°55'05" E 153.94 feet, thence S 45°28'50" W 198.94 feet, thence S 47°22'45" E 179.67 feet, thence N 52°49'47" E 166.52 feet, thence N 66°15'32" E 208.21 feet, thence N 87°01'22" E 126.17 feet, thence S 47°19'41" E 224.01 feet, thence S 01°15'36" E 145.47 feet, thence S 48°15'11" E 120.02 feet, thence S 14°02'34" W 138.38 feet, thence S 31°43'41" W 167.23 feet, thence S 53°02'32" W 126.26 feet, thence S 52°26'07" E 117.92 feet, thence S 85°51'28" E 156.12 feet, thence S 72°36'19" E 158.45 feet, thence S 59°31'10" E 98.97 feet, thence S 00°54'59" E 187.26 feet, thence S 88°35'35" E 431.51 feet, thence S 14°31'32" E 215.90 feet, thence S 33°26'44" W 117.24 feet, thence S 50°15'58" W 234.53 feet, thence S 78°15'15" E 172.82 feet, thence S 04°24'13" W 49.44 feet, thence S 70°16'13" W 228.38 feet, thence S 79°03'23" W 206.69 feet, thence S 53°14'31" E 433.17 feet, thence S 69°18'26" E 119.27 feet, thence S 89°44'37" E 98.42 feet, thence S 49°42'01" E 263.37 feet, thence S 30°34'08" E 184.07 feet, thence S 00°27'22" E 94.37 feet, thence S 26°15'51" W 130.72 feet, thence S 07°36'50" E 104.76 feet, thence S 66°58'51" E 131.88 feet, thence S 80°35'09" E 59.93 feet, thence S 84°22'19" E 45.91 feet, thence S 80°47'55" E 147.55 feet, thence S 77°13'35" E 127.79 feet, thence S 85°11'26" E 217.64 feet, thence N 87°21'54" E 107.44 feet, thence N 89°45'15" E 64.45 feet, thence S 82°45'56" E 175.09 feet, thence S 66°28'15" E 64.58 feet, thence S 58°59'09" E 19.01 feet, thence S 76°00'33" E 27.02 feet, thence N 89°13'08" E 53.00 feet, thence S 88°43'05" E 51.36 feet, thence S 86°59'02" E 80.23 feet, thence N 86°37'50" E 64.48 feet, thence N 78°14'10" E 29.46 feet, thence N 82°38'09" E 17.07 feet, thence N 88°43'41" E 26.93 feet, thence S 88°37'31" E 75.96 feet, thence N 89°57'32" E 108.32 feet, thence N 85°38'29" E 77.28 feet, thence N 82°49'48" E 69.19 feet, thence N 61°33'38" E 47.63 feet, thence N 45°16'00" E 20.35 feet, thence N 73°26'18" E 59.63 feet, thence S 89°27'15" E 80.00 feet, thence N 81°56'51" E 49.97 feet, thence N 81°17'25" E 24.70 feet, thence N 66°19'42" E 48.57 feet, thence N 19°49'32" E 75.72 feet, thence N 01°17'00" E 61.62 feet, thence N 16°58'43" E 46.41 feet, thence S 47°11'42" E 66.98 feet, thence S 43°11'40" E 61.11 feet, thence S 34°33'00" W 55.29 feet, thence S 00°36'00" W 42.89 feet, thence S 33°23'03" W 104.46 feet, thence S 69°00'43" W 49.01 feet, thence S 68°41'20" W 52.18 feet, thence S 79°10'12" W 134.47 feet, thence N 88°34'34" W 137.97 feet, thence S 83°17'33" W 111.77 feet, thence S 43°53'00" W 113.78 feet, thence S 10°47'30" W 72.97 feet, thence S 80°10'34" W 109.06 feet, thence N 35°18'58" W 50.68 feet, thence N 53°41'48" W 73.96 feet, thence N 70°19'05" W 73.19 feet, thence N 78°39'11" W 229.97 feet, thence S 89°43'16" W 247.71 feet, thence S 82°24'33" W 242.05 feet, thence S 68°30'31" W 235.92 feet, thence S 56°47'50" W 113.72 feet, thence S 60°44'16" W 54.70 feet, thence S 71°13'02" W 85.14 feet, thence S 70°52'07" W 62.66 feet, thence S

58°25'52" W 80.85 feet, thence S 14°06'17" W 146.85 feet, thence S 59°32'16" E 124.47 feet, thence S 89°26'25" E 73.68 feet, thence N 82°57'44" E 110.17 feet, thence N 73°53'25" E 94.41 feet, thence N 77°13'58" E 52.67 feet, thence S 83°23'10" E 155.29 feet, thence S 62°07'16" E 82.78 feet, thence S 48°35'57" E 64.38 feet, thence S 63°37'31" E 95.82 feet, thence S 80°08'28" E 41.34 feet, thence S 73°55'49" E 45.13 feet, thence S 53°26'14" E 61.87 feet, thence S 14°15'55" E 101.52 feet, thence N 89°45'29" W 1720.78 feet, thence N 00°55'09" W 1314.77 feet to the point of BEGINNING. Easement contains 120.01 ac.

OS-7) OPEN SPACE NO. 7

BEGINNING at a point that is S 00°14'36" W 2,239.31 feet along the Section Line and East 2,703.13 feet from the East Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 24°42'16" E 15.00 feet, thence S 00°00'00" W 100.95 feet, thence S 59°15'17" W 42.45 feet, thence N 72°23'16" W 33.87 feet, thence S 88°50'24" W 25.69 feet, thence S 73°58'31" W 60.08 feet, thence S 61°16'21" W 42.76 feet, thence S 74°19'41" W 95.47 feet, thence N 69°23'14" W 72.08 feet, thence N 65°50'39" W 34.47 feet, thence N 84°38'49" W 25.92 feet, thence S 85°51'27" W 27.89 feet, thence N 76°19'00" W 32.37 feet, thence N 43°37'01" W 31.20 feet, thence N 36°20'27" W 34.02 feet, thence N 70°18'38" W 34.68 feet, thence S 84°39'48" W 43.33 feet, thence S 68°02'58" W 26.95 feet, thence S 40°18'57" W 41.75 feet, hence S 51°41'32" W 41.43 feet, thence N 75°00'44" W 51.21 feet, thence N 82°17'42" W 72.78 feet, thence S 81°59'49" W 62.83 feet, thence S 59°32'50" W 23.94 feet, thence S 33°42'13" W 30.63 feet, thence S 58°15'13" W 29.98 feet, thence S 85°42'47" W 48.69 feet, thence S 55°01'18" W 44.44 feet, thence S 26°07'32" W 68.92 feet, thence S 66°18'29" W 54.35 feet, thence N 85°14'20" W 43.85 feet, thence S 14°02'35" W 30.01 feet, thence S 04°53'22" E 15.73 feet, thence S 89°55'01" W 119.10 feet, thence N 50°55'25 W 25.90 feet, thence N 09°41'51" E 6.46 feet, thence N 64°19'44" E 33.23 feet, thence N 70°32'26" E 30.03 feet, thence N 53°31'19" E 33.73 feet, thence N 43°26'43" E 30.35 feet, thence N 70°27'18" E 42.12 feet, thence N 88°11'55" E 21.04 feet, thence N 57°21'40" E 60.70 feet, thence N 29°28'16" E 33.55 feet, thence N 42°35'16" E 41.03 feet, thence N 67°25'05" E 15.19 feet, thence N 70°49'34" E 41.34 feet, thence N 54°42'01" E 42.56 feet, thence N 46°33'34" E 17.07 feet, thence N 71°43'06" E 41.24 feet, thence N 89°30'52" E 70.60 feet, thence S 83°54'38" E 36.15 feet, thence N 80°15'11" E 112.30 feet, thence N 54°15'52" E 50.68 feet, thence N 83°45'49" E 84.70 feet, thence S 66°46'49" E 51.05 feet, thence S 60°34'42" E 36.37 feet, thence S 71°45'50" E 59.66 feet, thence S 71°00'48" E 58.29 feet, thence S 62°04'28" E 40.72 feet, thence N 86°26'02" E 75.47 feet, thence N 61°36'29" E 62.68 feet, thence N 65°12'28" E 72.04 feet, thence N 55°39'36" E 68.17 feet, thence N 58°52'28" E 30.08 feet, thence N 81°53'39" E 12.66 feet to the point of BEGINNING. Easement contains 2.01 ac.

CP-2) COMMUNITY PARK NO. 2

BEGINNING at a point that is S 00°18'23" W 107.73 feet along the Section Line and East 143.66 feet from the East Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 47°11'42" E 113.14 feet to a point on a non-tangent 110.77' radius curve to the left, thence along arc of said curve 65.14 feet through a delta of 33°41'36" (chord bears S 18°07'48" W 64.21 feet) thence S 01°17"00" W 61.84 feet to a point on a 88.41' radius curve to the right, thence along arc of said curve 58.16 feet through a delta of 37°41'28" (chord bears S 19°02"31" W 57.12 feet) to a point on a 57.45' radius curve to the right, thence along arc of said curve 32.25 feet through a delta of 32°10'05"

(chord bears S 67°22'34" W 31.83 feet) to a point on a 351.25' radius curve to the right, thence along arc of said curve 26.60 feet through a delta of 4°20'22" (chord bears S 81°17'25" W 26.60 feet) to appoint on a 481.58' radius curve the right, thence along arc of said curve 46.28 feet through a delta of 5°30'21" (chord bears S 81°52'25" W 46.26 feet), thence N 89°27'15" W 77.96 feet to a point on a 108.76' radius curve to the left, thence along arc of said curve 79.99 feet through a delta of 42°08'23" (chord bears S 72°45'38" W 78.20 feet), thence S 45°16'00" W 23.06 feet to appoint on a 40.65' radius curve to the right, thence along arc of said curve 31.14 feet through a delta of 43°53'13" (chord bears S 60°53'11" W 30.38 feet), thence S 82°49'48" W 68.58 feet, thence S 85°38'29" W 75.72 feet, thence S 89°57'32" W 107.07 feet, thence N 88°37'31" W 76.23 feet to a point on a 750.00' radius curve to the right, thence along arc of said curve 1,057.33 feet through a delta of 80°46'26" (chord bears N 12°27'17" E 971.92 feet) to a point on a non-tangent 1,312.00' radius curve to the left, thence along arc of said curve 720.11 feet through a delta of 31°26'51" (chord bears S 31°28'17" E 711.11 feet) to the the point of BEGINNING. Easement contains 9.97 ac.

WHEN RECORDED RETURN TO:

GRANT OF EASEMENTS TO CITY OF SARATOGA SPRINGS
VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)

This Grant of Easements to the City of Saratoga Springs (this "**Easement Agreement**") is dated ____, 2013, and agreed to by SCP Fox Hollow, LLC, Cardinal Land Holdings IV, LLC, Hanahou, LLC, Mountain Spa Investors, LLC, La Familia VSS, LLC, Pronova Holdings 4, LLC, Pronova Holdings 5, LLC, America First Credit Union, OBM Scott, LTD, Utah Pacific Holdings, LLC, (individually, a "**Developer**," and collectively, "**Developers**") and City of Saratoga Springs, a political subdivision of the State of Utah ("**City**").

RECITALS

A. Developers collectively own most of the real property within the development project commonly known as "The Villages at Saratoga Springs," which is sometimes referred to interchangeably as "Fox Hollow," located in Saratoga Springs, Utah County, Utah (the "**Project**").

B. For purposes of developing the Project, and pursuant to the Second Master Development Agreement for The Villages at Saratoga Springs, dated _____ ___, 2013 ("Second MDA"), it is anticipated that various easements may be needed, as depicted in the plat attached as **Exhibit A**.

C. The table attached as **Exhibit B** provides a legal description of each of the Easements, the name of the particular Developer whose real property is subject to the Easement, and the purpose of the particular easement. The easements depicted in **Exhibit A** and as legally described in **Exhibit B** and the purposes for which they are granted, are referred to collectively as the "**Easements**" and individually as an "**Easement**" in this Easement Agreement.

D. Developers desire to grant the Easements in accordance with the terms and conditions set forth in this Easement Agreement.

EASEMENT

Developers and City agree as follows:

1. **GRANT OF EASEMENT**. Subject to the terms and conditions set forth in this Easement Agreement, Developers hereby grant to City the Easements for the purposes described in **Exhibit B**. Developers make no representation, warranty or other covenant regarding the Easements. The Easements shall not be expanded in any manner without the express written consent of a Developer whose real property is subject to the Easement, which consent shall be manifested in a written recording between Developer and City.

2. **RIGHTS RUN WITH THE LAND**. The rights and obligations of Developers and City described herein shall run with the land and be binding on and inure to the benefit of Developers and City and their respective successors and assigns.

3. **INDEMNITY**. Any individual, entity, or any party to this Easement Agreement, who makes use of an Easement, operates on an Easement, or conducts any activities on the real property subject to an Easement (each, an "**Indemnitor**"), agrees to the fullest extent permitted by applicable law, indemnify, hold harmless and release any Covered Person (defined below), from and against, all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated ("**Claims**"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the following: any use, operations, or activities, by an Indemnitor or its agents, employees, guests, contractors, subcontractors or suppliers, in connection with an Easement. As used in the foregoing sentence, a "**Covered Person**" refers to any Developer whose real property is subject to an Easement. This paragraph does not apply to the City under the conditions in paragraph 4.

4. **INSTALLATION OF IMPROVEMENTS**. It is anticipated that, pursuant to the Second MDA, that the Developers will utilize the easements for construction of improvements and for the purposes in Exhibits A and B. In the event a Developer defaults in its obligations to install such improvements under the Second MDA, the City may utilize the Easements granted herein to construct the improvements and for the purposes in Exhibits A and B. Nothing herein shall be construed to affect Developers' obligation to install the improvements, dedicate water, pay SID and water fees, and dedicate the land to City at the time of plat submittal and approval.

5. **INSURANCE**. Prior to commencing construction, maintenance or repairs within any Easement, the party responsible for and conducting such construction shall obtain, at its expense, evidence of a commercial general liability insurance policy identifying the owner of the underlying fee interest as an additional insured, in such amounts as are reasonably deemed desirable by the insured. This shall not apply to the City under the conditions in paragraph 4.

6. **CONSTRUCTION**. Any construction, maintenance or repairs conducted by a party shall be done promptly and in a good and workmanlike manner. No work or operations shall be commenced in connection with any Easement unless protections reasonably satisfactory to the owner of the underlying fee interest have been put in place to protect against potential mechanic's lien claims.

7. **ALTERATIONS TO EASEMENTS**. While the easements granted herein may be utilized by the parties for the purposes specified herein and will be recorded against specific properties, the parties to this Agreement hereby recognize that the specific locations of the easements may change depending on the circumstances, geotechnical restrictions, physical constraints, and City needs for adequately providing services to the Developers' properties. The Developers agree that they shall not unreasonably deny requests by the City and other Developers to change the location of any easements granted herein, so long as the requested modification meets the intent of this Agreement, is for the purposes listed herein, and is approved in advance by the City in writing. This Section shall not obligate the City to agree to the modified easement and the City may withhold permission at its complete discretion. In the event an easement location is agreed to in writing by the City, the Developer(s) shall record a new easement taking the place of the existing easement, which shall be recorded in the Office of the Utah County Recorder.

8. **MISCELLANEOUS PROVISIONS**.

a. *Remedies*. Parties hereto shall be entitled to all other remedies set forth in this Agreement or provided by law.

b. *Modification and Termination*. Any Developer and City may mutually amend or terminate this Easement Agreement in writing with respect to that portion of such Developer's real property subject to an Easement; provided, however, that any such an amendment or termination shall be recorded in the public records for Utah County, and a copy of such recorded amendment or termination shall be mailed by U.S. Postal Service, certified mail, within 10 days of the recording of such amendment or termination, to all other Developers not party to such amendment or termination, at the address then shown for such Developers in the real property tax records of Utah County.

c. *Not a Partnership*. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship among Developers or City.

d. *No Third Party Beneficiary Rights*. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights to any person not a party hereto.

e. *No Joint and Several Liability*. Developers shall not be jointly and severally liable in connection with this Easement Agreement. Under no circumstances shall a Developer have any liability for any action, failure to act, omission, act of negligence, gross negligence, willful misconduct, breach, default of any other Developer.

f. *Recordation*. This Agreement shall be recorded in the official records of Utah County.

{Signatures follow on next page.}

Developers and City are signing this Easement as of the date set forth in the introductory clause.

DEVELOPERS:

SCP FOX HOLLOW, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

CARDINAL LAND HOLDINGS IV, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

HANAHOU, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

MOUNTAIN SPA INVESTORS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

LA FAMILIA VSS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

PRONOVA HOLDINGS 4, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

PRONOVA HOLDINGS 5, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

AMERICA FIRST CREDIT UNION

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

OBM SCOTT, LTD

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

UTAH PACIFIC LAND HOLDINGS, LLC

By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

CITY: _____

EXHIBIT A

DEPICTION OF EASEMENTS

ENT 59718:2013 PG 196 of 250

EXHIBIT "A"

EXHIBIT "K-1" MASTER EASEMENTS

NOTE: THE LOCATION OF ALL ROADWAYS, PIPES AND UTILITIES DEPICTED ON THIS MAP ARE CONCEPTUAL IN NATURE. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SUBDIVISION APPROVAL.
NOTE: THE EASEMENT LOCATIONS DEPICTED ON THIS MAP SHALL TAKE PRECEDENCE OVER THE LEGAL DESCRIPTIONS DESCRIBED IN THE MASTER EASEMENT AGREEMENT.

MASTER EASEMENT DESCRIPTIONS

ROADWAY EASEMENTS

R-1 SWAINSON BLVD
R-2 WILDLIFE BLVD
R-3 VILLAGE PARKWAY
R-4 REDWOOD ROAD
R-5 FOOTHILL PHASE 1
R-6 FOOTHILL SECONDARY ACCESS
R-7 FOOTHILL PHASE 2
R-8 VIEWPOINT BLVD

STORM DRAINAGE EASEMENTS

SD-1 N1 PH7 DETENTION BASIN
SD-2 N14 DETENTION BASIN
SD-3 N14 DETENTION/DEBRIS BASIN
SD-4 N-14 DETENTION / DEBRIS BASIN
SD-5 N-14 DETENTION / DEBRIS BASIN
SD-6 N-1 DETENTION / DEBRIS BASIN
SD-7 N-16 DEBRIS BASIN
SD-8 N-15/16 DETENTION / DEBRIS BASIN
SD-9 N-4 SOUTH DETENTION BASIN
SD-10 FOOTHILL RETENTION BASIN
SD-11 N -4 NORTH DETENTION BASINS

WATER EASEMENTS

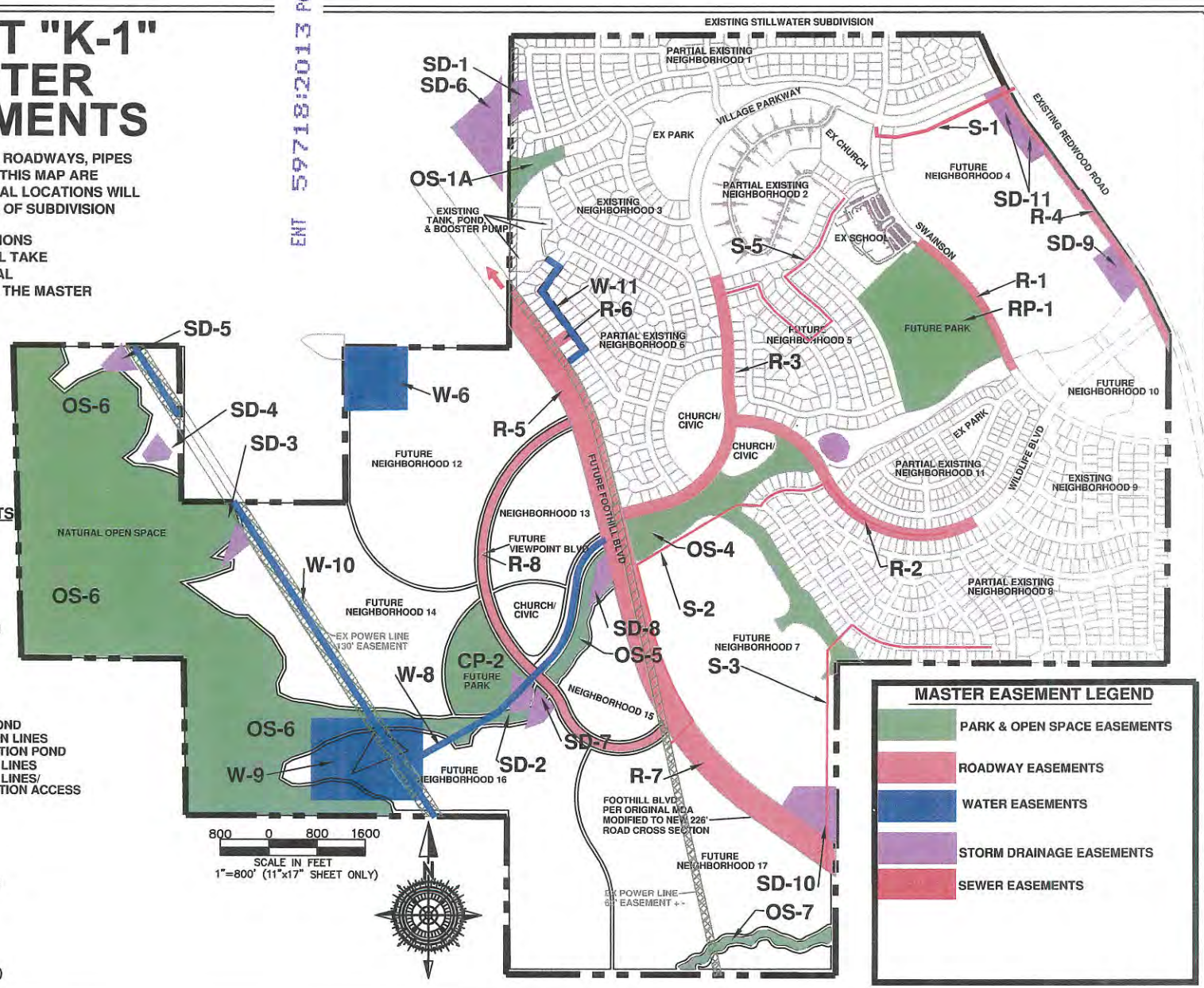
W-6 ZONE 3 SECONDARY IRRIGATION POND
W-8 ZONE 4-5 CULINARY AND IRRIGATION LINES
W-9 ZONE 4-5 WATER TANK AND IRRIGATION POND
W-10 ZONE 4 CULINARY AND IRRIGATION LINES
W-11 ZONE 3 CULINARY AND IRRIGATION LINES/ ZONE 2 TANK/POND/BOOSTER STATION ACCESS

OPEN SPACE EASEMENTS

RP-1 REGIONAL PARK #1
OS-1A OPEN SPACE #1A
OS-4 OPEN SPACE #4
OS-5 OPEN SPACE #5
CP-2 COMMUNITY PARK NO. 2
OS-6 OPEN SPACE #6 / SENSITIVE LANDS
OS-7 OPEN SPACE #7

SEWER EASEMENTS

S-1 VILLAGE PARKWAY SEWER
S-2 N 15-17 OUTFALL SEWER
S-3 N 15-17 OUTFALL SEWER
S-5 N 6 OUTFALL SEWER (lots 6110-6119)



NO.	DESCRIPTION	DATE	APP'D
1	CHANGED FOOTHILL PKWY TRANSPORTATION TO MATCHES FOOTHILL LOCATION PER GAD DEVELOPMENT AGREEMENT LOCATION PER GAD	3-26-13	

ORIG. DATE: 03-25-13
SURVEY BY:
DRAWN BY: CPW
DESIGNED BY: CPW
CHECKED BY: CPW
SCALE: 1"=800'

GATEWAY CONSULTING, inc.
P.O. BOX 95108 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsulting.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

VILLAGES OF FOX HOLLOW
VILLAGES AT SARATOGA SPRINGS
HAWKS LANDING
EXHIBIT "K-1"
MASTER EASEMENTS

4-5-13 PLOT DATE
2006.01 PROJECT NUMBER
EASE AND DED DRAWING FILE

SARATOGA CITY

SHEET NO. K-1

EXHIBIT B

LEGAL DESCRIPTIONS OF EACH EASEMENT

Exhibit "B"

Villages at Saratoga Springs (Fox Hollow)

Master Easement Legal Descriptions

R-1) SWAINSON BOULEVARD

BEGINNING at a point that is N 00°41'59" W 861.89 feet along the Section Line and East 659.38 feet from the South ¼ Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being the Northwest corner of parcel 59-012-0113 (Sage Hills Elementary School) and running thence N 39°00'31" E 74.00 feet to a 963.00' radius curve to the left, thence along arc of said curve 65.29 feet through a delta of 3°53'04" (chord bears S 52°56'01" E 65.28 feet) to a point on a 1,787.00' radius reverse curve to the right, thence along arc of said curve 1007.80 feet through a delta of 32°18'45" (chord bears S 38°43'11" E 994.50 feet), thence S 22°33'48" E 145.64 feet to a point on a 963.00' radius curve to the left, thence along arc of said curve 139.89 feet through a delta of 8°19'24" (chord bears S 26°43'30" E 139.77 feet), thence S 59°06'48" W 74.00 feet to a point on a 1,037.00' radius curve to the right, thence along arc of said curve 150.64 feet through a delta of 8°19'24" (chord bears N 26°43'30" W 150.51 feet), thence N 22°33'48" W 145.64 feet to a point on a 1,713.00' radius curve to the left, thence along arc of said curve 966.06feet through a delta of 32°18'45" (chord bears N 38°43'11" W 953.31 feet) to a point on a 1,037.00' radius curve to the right, thence along arc of said curve 70.30 feet through a delta of 3°53'04" (chord bears N 52°56'01" W 70.30 feet) to the point of BEGINNING. Easement contains 2.29 ac.

R-2) WILDLIFE BOULEVARD

BEGINNING at a point that is S 89°46'37" E 1,906.18 feet along the Section Line and South 563.69 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being on West Right of Way of Village Parkway, and running thence S 87°57'13" E 71.21 feet to a point on a 793.00' radius curve to the right, thence along arc of said curve 874.31 feet through a delta of 63°10'15" (chord bears S 56°22'05" E 830.70 feet) to a point on a 857.00' radius curve to left, thence along arc of said curve 1,411.89 feet through a delta of 94°23'37" (chord bears S 71°58'47" E 1,257.55 feet), thence S 29°09'56" E 96.50 feet to a point on a 953.50' radius curve to the right, thence along arc of said curve 1,570.85 feet through a delta of 94°23'33" (chord bears N 71°58'44" W 1,399.14 feet) to a point on a 696.50' radius curve to the left, thence along arc of said curve 767.92 feet through a delta of 63°10'14" (chord bears N 56°22'06" W 729.61 feet), thence N 87°57'13" W 71.84 feet to a point on a 803.50' radius curve to the left, thence along arc of said curve 96.56 feet through a delta of 06°53'07" (chord bears N 02°25'17 E 96.50 feet) to the point of BEGINNING. Easement contains 5.28 ac.

R-3) VILLAGE PARKWAY

BEGINNING at a point that is S 89°46'37" E 1,679.27 feet along the Section Line and North 587.77 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being on West Right of Way of Village Parkway, and running thence N 72°58'04" E 96.50 feet to a point on a 2,553.50' radius curve to the right, thence along arc of said curve 876.64 feet

through a delta of 19°40'13" (chord bears S 07°11'50" E 872.34 feet) to a point on a 696.50' radius curve to the left, thence along arc of said curve 123.30 feet through a delta of 10°08'35" (chord bears S 02°26'01" E 123.14 feet), thence S 07°30'18" E 102.36 feet to a point on 803.50' radius curve to the right, thence along arc of said curve 1,164 feet through a delta of 83°03'12" (chord bears S 34°01'18" W 1,065.39 feet), thence S 75°32'54" W 344.08 feet, thence N 14°27'06" W 96.50 feet, thence N 75°32'54" E 344.08 feet to a point on a 707.00' radius curve to the left, thence along arc of said curve 1,024.83 feet through a delta of 83°03'12" (chord bears N 34°01'18" E 937.44 feet), thence N 07°30'18" W 102.36 feet to a point on a 793.00' radius curve to the right, thence along arc of said curve 140.38 feet through a delta of 10°08'35" (chord bears N 02°26'01" W 140.20 feet) to a point on a 2,457.00' radius curve to the left, thence along arc of said curve 843.52 feet through a delta of 19°40'13" (chord bears N 07°11'50" W 839.38 feet) to the point of BEGINNING. Easement contains 5.61 ac.

R-4) REDWOOD ROAD

BEGINNING at a point that is N 00°41'59" W 519.20 feet along the Section Line and East 2,488.92 feet from the South 1/4 Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being 90 feet off of the centerline of Redwood Road, and running thence along said 90' Redwood Road centerline offset the following 3 calls, 1) thence along the arc of a 3,508.02' radius curve to the left 375.95 feet through a delta of 6°08'25" (chord bears N 32°48'19" W 375.77 feet), 2) thence N 35°52'31" W 1,476.47 feet to a point on a 1,090.00' radius curve to the right, 3) thence along arc of said curve 185.32 feet through a delta of 9°44'29" (chord bears N 31°00'17" W 185.10 feet) to the right of way of Village Parkway, thence along said right of way N 65°40'03" E 65.25 feet to the right of way of Redwood Road, thence along said Right of way the following 6 calls; 1) thence along the arc of a 2,897.79' radius curve to the left 400.08 feet through a delta of 7°54'38" (chord bears S 31°07'54" E 399.78 feet), 2) thence S 37°07'44" E 254.89 feet, 3) thence S 35°05'14" E 422.53 feet, 4) thence S 89°57'55" E 24.23 feet, 5) thence S 35°20'34" E 685.04 feet to a point on a 3,241.05' radius curve to the right, 6) thence along arc of said curve 242.75 feet through a delta of 4°17'29" (chord bears S 32°33'08" E 242.70 feet), thence S 26°08'43" E 482.39 feet, to the section line, thence along section S 00°16'18" W 146.10 feet, thence N 26°01'26" W 596.39 feet to the point of BEGINNING. Easement contains 3.46 acres more or less

R-5) FOOTHILL BOULEVARD PHASE 1

BEGINNING at a point that is N 00°17'20" E 183.44 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°17'20" E 380.00 feet , thence S 36°12'18" E 770.41 feet to a point on a 2,090.00' radius curve to the right, thence along arc of said curve 793.50 feet through a delta of 21°45'12" (chord bears S 25°19'42" E 788.74 feet), thence S 14°27'06" E 700.40 feet , thence S 75°32'54" W 226.00 feet, thence N 14°27'06" W 700.40 feet to a point on a 1864.00' radius curve to the left, thence along arc of said curve 707.70 feet through a delta of 21°45'12" (chord bears N 25°19'42" W 703.45 feet), thence N 36°12'18" W 464.92 feet to the point of BEGINNING. Easement contains 10.73 ac.

R-6) FOOTHILL BOULEVARD SECONDARY ACCESS

BEGINNING at a point that is S 89°46'37" E 416.29 feet along the Section Line and North 0.26 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 36°12'18" W 80.00 feet, thence N 53°47'42" E 137.00 feet, thence S 36°12'18" E 80.00 feet, thence S 53°47'42" W 137.00 feet to the point of BEGINNING. Easement contains 0.25 ac.

R-7) FOOTHILL BOULEVARD PHASE 2

BEGINNING at a point that is S 00°11'17" W 1,505.78 feet along the Section Line and East 756.22 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 75°32'54" E 226.00 feet , thence S 14°27'06" E 974.35 feet to a point on a 2,386.50' radius curve to the left, thence along arc of said curve 1,679.82 feet through a delta of 40°19'47" (chord bears S 34°36'59" E 1,645.36 feet), thence S 54°46'53" E 715.02 feet to the ¼ Section line, thence along ¼ Section line S 00°13'46" W 275.86 feet, thence N 54°46'53" W 873.21 feet to a 2,612.50' radius curve to the right, thence along arc of said curve 1,838.90 feet through a delta of 40°19'47" (chord bears N 34°36'59" W 1,801.18 feet), thence N 14°27'06" W 974.35 feet to the point of BEGINNING. Easement contains 18.30 ac.

R-8) VIEWPOINT BOULEVARD

BEGINNING at a point that is S 89°46'39" E 497.86 feet along the Section Line and South 590.50 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 20°53'36" E 77.14 feet to a point on a 1211.50' radius curve the left, thence along arc of said curve 2,384.72 feet through a delta of 112°46"52" (chord bears S 09°11'44" W 2,017.95 feet), thence S 47°11'42" E 205.43 feet to a point on a 538.50' radius curve to the right, thence along arc of said curve 258.89 feet through a delta of 27°32'44" (chord bears S 33°25'20" E 256.41 feet), to a point on a 461.50' radius curve to the left, thence along arc of said curve 910.74 feet through a delta of 113°04'12" (chord bears S 76°11'04" E 769.99 feet), thence N 47°16'50" E 62.95 feet, thence S 32°14'18" E 78.31 feet, thence S 47°16'50" W 48.70 feet to a point on a 538.50' radius curve to the right, thence along arc of said curve 1,062.70 feet through a delta of 113°04'12" (chord bears N 76°11'04" W 898.46 feet) to a point on a 461.50' radius curve to the left, thence along arc of said curve 221.87 feet through a delta of 27°32'44" (chord bears N 33°25'20" W 219.74 feet), thence N 47°11'42" W 205.43 feet to a point on a 1,288.50' radius curve to the right, thence along arc of said curve 2,541.02 feet through a delta of 112°59'31" (chord bears N 09°18'03" E 2,148.82 feet) to the point of beginning. Easement contains 6.98 acres

SD-1) N-1 PH. 7 DETENTION BASIN

BEGINNING at a point that is N 00°17'25" E 1,886.86 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°16'55" E 343.74 feet, thence N 81°05'58" E 138.21 feet to a point on a 1,318.00' radius curve to the left, thence along the arc of said curve 248.64 feet through a delta of 10°48'32" (chord bears S 12°26'19" E 248.27 feet), thence S 75°02'27" W 87.71 feet, thence S 46°55'11" W 146.47 feet to the point of BEGINNING. Easement contains 1.06 ac.

SD-2) LOWER N-14 DETENTION BASIN

BEGINNING at a point that is S 00°11'07" W 2,706.95 feet along the Section Line and East 40.05 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 49°34'06" E 244.04 feet, thence S 15°39'41" W 180.75 feet, thence S 82°528'40" W 160.94 feet, thence N 03°41'31" E 352.99 feet to the point of BEGINNING. Easement contains 1.10 ac.

SD-3) UPPER N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 1,459.22 feet along the Section Line and West 2,254.70 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 33°10'49" E 221.05 feet, thence S 51°01'17" W 336.34 feet, thence N 19°30'23" E 420.72 feet to the point of BEGINNING. Easement contains 0.85ac.

SD-4) N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 730.66 feet along the Section Line and West 2,918.21 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 37°47'56" E 196.07 feet, thence S 24°14'21" W 68.04 feet, thence S 82°17'24" W 177.41 feet, thence N 34°42'25" W 77.70 feet, thence N 35°50'59" E 218.24 feet to the point of BEGINNING. Easement contains 0.78 ac.

SD-5) N-14 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 192.96 feet along the Section Line and West 3,086.90 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 85°08'35" W 250.97 feet, thence N 39°44'13" W 79.57 feet, thence N 43°39'42" E 246.11 feet, thence S 31°00'27" E 254.32 feet to the point of BEGINNING. Easement contains 0.88 ac.

SD-6) N-1 DETENTION/DEBRIS BASIN

BEGINNING at a point that is N 00°17'25" E 1,296.91 feet along the Section Line and West 60.78 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running N 38°14'05" W 699.53 feet, thence N 48'28'43" E 455.52 feet, thence N 30°23'23" E 163.75 feet, thence S 00°31'20" E 992.71 feet to the point of BEGINNING. Easement contains 4.61 ac.

SD-7) N-16 DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 2,857.74 feet along the Section Line and East 243.90 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 44°02'32" E 221.63 feet, thence S 36°49'49" W 154.94 feet, thence S 71°08'13" W 166.73 feet, thence N 15°58'52" E 350.80 feet to the point of BEGINNING. Easement contains 0.94 ac.

SD-8) N-15/16 DETENTION/DEBRIS BASIN

BEGINNING at a point that is S 00°11'07" W 1,744.49 feet along the Section Line and East 818.43 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 51°14'17" W 84.89 feet, thence S 11'53'41" W 402.61 feet, thence N 41°08'38" E 314.75 feet, thence S 41°08'38" E 314.75 feet to the point of BEGINNING. Easement contains 0.91 ac.

SD-9) N-4 SOUTH DETENTION BASIN

BEGINNING at a point that is N 00°17'25" E 736.20 feet along the Section Line and East 4,862.05 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 35°26'47" E 449.04 feet, thence N 37°45'20" E 173.34 feet, thence N 26°08'43" W 19.81 feet to a point on a 3,535.17' radius curve to the left, thence along arc of said curve 381.34 feet through a delta of 6°10'50" (chord bears N 33°09'03" W 381.15 feet), thence S 54°06'10" W 184.42 feet to the point of BEGINNING. Easement contains 2.14 ac.

SD-10) FOOTHILL RETENTION BASIN

BEGINNING at a point that is S 00°11'07" W 3,679.80 feet along the Section Line and East 2,395.78 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running S 54°46'53" E 548.05 feet, thence N 00°13'46 E 478.16 feet, thence N 89°46'14" W 350.16 feet, thence S 31°19'15" W 191.39 feet to the point of BEGINNING. Easement contains 3.12 ac.

SD-11) N-4 NORTH DETENTION BASINS

BEGINNING at a point that is N 00°17'25" E 2,126.30 feet along the Section Line and East 3,940.84 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 30°52'43" E 339.41 feet, thence S 36°52'56" E 369.23 feet, thence N 57°32'07" E 133.86 feet, thence N 35°52'31" W 505.04 feet to a point on a 1,090.00' radius cure to the right, thence along arc of said curve 185.32 feet through a delta of 9°44'29" (chord bears 185.10 N 31°00'17" W), thence S 65°39'53" W 128.87 feet to the point o beginning. Easement contains 2.14 acres.

S-1) VILLAGE PARKWAY 12" SEWER LINE

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 3,060.48 feet along the Section Line and North 1,865.61 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 06°00'34" E 76.19 feet, thence S 85°42'39" E 159.97 feet, thence N 77°16'33" E 253.49 feet, thence N 64°03'30" E 820.48 feet to an existing city sewer pipeline.

S-2) N-15 OUTFALL SEWER LINE

A 30' sewer easement, 15 feet either side of describe centerline

BEGINNING at a point that is S 00°14'43" W 706.32 feet along the Section Line and East 1,362.02 feet from the West 1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 44°07'55" E 277.97 feet to a point on a 2386.50' radius curve to the right, thence along arc of said curve 811.19 feet through a delta of 19°28'31" (chord bears N 24°11'21" W 807.29 feet), thence N 14°01'30" W 581.21 feet, thence N 59°03'46" E 979.60 feet, thence S 86°51'55" E 192.68 feet to a point on a 300.00' radius curve to the right, thence along arc of said curve 343.55 feet through a delta of 65°36'47" (chord bears N 66°08'54" E 325.08 feet) to a point on a 316.55' radius curve to the left, thence along arc of said curve 280.12 feet through a delta of 50°42'08 (chord bears N 72°39'47" E 271.07 feet) to a point on a 905.25' radius curve to the left, thence along arc of said curve 1,165.20 feet through a delta of 73°44'55" (chord bears S 66°37'31" E 1,086.41 feet) more or less to an existing public right- of- way.

S-3) N-17 OUTFALL SEWER LINE

A 30' sewer easement, 15 feet either side of describe centerline

BEGINNING at a point that is S 00°14'43" W 1,759.92 feet along the Section Line and East 2,672.24 feet from the West 1/4 of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°13'46" E 1,841.48 feet, thence N 43°32'41" E 300.26 feet to a point on a 670.00' radius curve to the left, thence along arc of said curve 476.07 feet through a delta of 40°42'43" (chord bears S 65°58'14" E 466.12 feet), thence S 89°37'44" E 734.84 feet more or less to an existing city public right-of way..

S-5) N-6 OUTFALL SEWER LINE

A 20' sewer easement, 10 feet either side of describe centerline

BEGINNING at a point that is S 89°46'37" E 1,766.87 feet along the Section Line and North 440.57 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 73°42'03" E 328.97 feet, thence S 19°20'08" E 119.99 feet, thence S 41°48'06" E 157.89 feet, thence S 49°02'04" E 368.95 feet, thence N 48°56'02" E 253.66 feet, thence N 44°38'24" W 136.47 feet, thence N 50°28'11" W 221.25 feet, thence N 43°48'20" W 181.09 feet, thence N 53°12'50" E 155.36 feet, thence N 48°24'56" E 97.05 feet, thence N 40°10'42" E 133.42 feet, thence N 21°53'32" E 294.10 feet, thence N 39°22'52" E 163.00 feet to an existing sewer manhole.

W-6) ZONE 3 SECONDARY IRRIGAION POND

BEGINNING at a point that is N89°43'24" W 847.30 along the Section Line from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 00°16'36" W 524.42 feet, thence S 88°59'14" W 520.04 feet, thence N 00°13'56" W 536.14 feet to the section line, thence along section line S 89°43'24" E 524.67 feet to the point of BEGINNING. Easement contains 6.36 ac.

W-8) ZONE 3/ZONE 4 CULINARY AND SECONDARY WATER MAINS

A 75 foot easement, 37.5' either side of described centerline

BEGINNING at a point that is along the Section Line from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 00°11'07" W 1,573.84 feet along the Section Line and East 913.83 feet from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along an arc of a 497.50' radius curve 566.39 feet through a delta of 65°13'45" (chord bears S 41°12'46" W 536.29 feet), thence S 08°35'54" W 229.95 feet to a point on a 752.50' radius curve to the right, thence along arc of said curve 449.26 feet through a delta of 34°12'24" (chord bears S 25°42'06" W 442.61 feet), thence S 42°48'18" W 126.34 feet, thence S 43°12'52" W 472.16 feet, thence S 60°41'20" W 897.43 feet to the point of terminus.

W-9) ZONE 4/5 CULINERY TANK AND IRRIGATION POND

BEGINNING at a point that is S 00°11'55" W 3,106.96 along the Section Line and West 706.45 feet from the Northeast Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 685.10 feet, thence West 923.52 feet, thence North 923.52 feet, thence East 923.52 feet to the to the point of BEGINNING. Easement contains 14.52 ac.

W-10) ZONE 4/5 CULINARY AND SECONDARY MASTER PLAN WATER MAINS

BEGINNING at a point that is N 89°48'52" W 294.54 feet along the Section Line from the North Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 32°18'00 E 4,667.23 feet, thence N 89°45'29" W 154.21 feet, thence N 32°18'00" W 4,667.11 feet, thence S 89°47'40" E 154.15 feet to the to the point of BEGINNING, less and excepting the Northwest ¼ of the Northeast ¼ of Section 14. Easement contains 11.41 ac.

W-11) ZONE 3 CULINARY AND SECONDARY WATER MAINS / ZONE 2 TANK/POND /BOOSTER STATION ACCESS

BEGINNING at a point that is S 89°46'37" E 506.46 feet along the Section Line and South 125.47 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the arc of a 2,090.00' radius curve to the left 30.02 feet through a delta of 0°49'23" (chord bears N 34°17'54" W 30.02 feet), thence N 53°47'42" E 137.71 feet, thence N 36°12'18" W 612.73 feet, thence N 36°04'42" E 243.67 feet, thence N 53°55'18" W 100.00 feet, thence N 31°02'49" E 40.15 feet, thence S 53°55'18" E 159.52 feet, thence S 36°04'42" W 242.77 feet, thence S 36°12'18" E 601.83 feet, thence S 53°47'42" W 194.71 feet to the point of BEGINNING.

RP-1) REGIONAL PARK

BEGINNING at a point that is N 00°41'59" W 416.04 feet along the Section Line and East 159.53 feet from the South ¼ Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being the Southwest corner of parcel 59-012-0113 (Sage Hills Elementary School) and running thence N 44°35'06" E 109.03 feet, thence N 44°36'44" E 258.46 feet, thence S 45°23'16" E 9.00 feet, thence N 44°36'44" E 185.15 feet, thence S 45°23'16" E 29.91 feet, thence N 44°36'44" E 111.95 feet to a point on a 1037.00' radius curve to the right, thence along arc of said curve 70.30 feet through a delta

of 3°53'04" (chord bears S 52°56'01" E 70.30 feet) to a point on a 1713.00' radius compound curve to the right, thence along arc of said curve 966.06 feet through a delta of 32°18'45" (chord bears S 38°43'11" E 953.31 feet), thence S 22°33'48" E 153.22 feet, thence S 66°53'07" W 98.41 feet to a point on a 775.22' radius curve to the left, thence along arc of said curve 397.34 feet through a delta of 29°22'02" (chord bears S 52°00'26" W 393.00 feet) to a point on a 499.91' radius curve to the right, thence along arc of said curve 309.94 through a delta of 35°31'22" (chord bears S 58°34'25" W 305.00 feet), thence S 76°20'11" W 136.06 feet, thence N 16°15'34" W 100.05 feet, thence N 16°15'34" W 70.36 feet to a point on a 801.49' radius curve to the right, thence along arc of said curve 117.70 feet through a delta of 8°24'50" (chord bears N 15°39'35" W 117.59 feet) to a point on a 1,478.81' radius curve to the left, thence along arc of said curve 762.85 feet through a delta of 29°33'22" (chord bears N 26°13'51" W 754.41 feet) to the point of BEGINNING. Easement contains 21.06 ac.

OS-1A) OPEN SPACE NO. 1A

BEGINNING at a point that is N 00°17'25" E 1,219.01 feet along the Section Line from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 00°17'26" E 389.26 feet, thence S 67°19'45" E 34.12 feet, thence S 77°30'00" E 67.11 feet, thence N 74°39'34" E 99.41 feet, thence N 71°37'37" E 65.12 feet, thence N 71°25'26" E 67.37 feet, thence N 67°45'52" E 66.84 feet, thence N 69°08'17" E 65.81 feet, thence N 75°05'32" E 4.75 feet, thence S 06°43'05" E 104.26 feet, thence S 74°20'18" W 8.96 feet, thence S 60°39'53" W 92.86 feet, thence S 60°39'53" W 15.07 feet, thence S 60°39'53" W 103.96 feet, thence S 51°57'35" W 99.68 feet, thence S 39°46'52" W 156.80 feet, thence S 33°05'52" W 105.44 feet, thence N 89°36'37" W 30.93 feet to the point of BEGINNING. Easement contains 2.08 ac.

OS-4) OPEN SPACE NO. 4

BEGINNING at a point that is S 00°11'07" W 1,449.39 feet along the Section Line and East 974.81 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 75°32'54" E 344.08 feet to a point on a 803.50' radius curve to the left, thence along arc of said curve 579.87 feet through a delta of 41°20'56" (chord bears N 54°52'26" E 567.36 feet) to a non-tangent 125.00' radius curve to the left, thence along arc of said curve 169.64 feet through a delta of 77°45'30" (chord bears S 73°51'48" E 156.92 feet), thence N 67°15'27" E 168.06 feet, thence N 47°35'09" E 167.62 feet to a point on a 125.00' radius curve to the left, thence along arc of said curve 170.68 feet through a delta of 78°13'58" (chord bears N 08°28'10" E 157.72 feet), thence N 23°37'52" E 19.72 feet to a point on a 695.55' radius curve to the right, thence along arc of said curve 451.55 feet through a delta of 37°07'04" (chord bears S 47°49'49" E 443.39 feet), thence S 63°57'55" W 67.73 feet, thence N 80°45'31" W 103.52 feet, thence S 80°32'14" W 154.16 feet, thence N 14°41'48" W 0.07 feet, thence S 62°52'41" W 151.02 feet, thence S 48°11'51" W 135.59 feet, thence S 31°19'59" W 109.51 feet, thence S 22°23'14" W 21.18 feet, thence S 03°14'15" W 48.18 feet, thence S 54°12'39" E 248.23 feet, thence S 31°26'06" E 581.12 feet, thence S 63°06'12" E 68.02 feet, thence S 32°32'58" E 326.91 feet, thence S 36°20'45" E 219.73 feet, thence S 72°00'31" E 76.81 feet, thence S 22°47'26" E 92.06 feet, thence S 67°10'40" E 49.11 feet, thence N 89°43'24" W 225.22 feet, thence S 00°16'10" W 91.85 feet, thence S 74°20'04" W 55.59 feet, thence S 54°43'43" W 72.50 feet, thence N 52°00'23" W 20.48 feet, thence N 37°59'37" E 72.83 feet to a point on a 185.00' radius curve to the left, thence along arc of said curve 240.03 feet through a delta of 74°20'22" (chord bears N

00°49'26" E 223.55 feet), thence N 36°20'45" W 90.98 feet to a point on a 250.00' radius curve to the left, thence along arc of said curve 125.50 feet through a delta of 28°45'46" (chord bears N 50°43'38" W 124.19 feet), thence N 65°06'31" W 50.33 feet to a point on a 125.00' radius curve to the left, thence along arc of said curve 194.11 feet through a delta of 88°58'32" (chord bears S 70°24'13" W 175.19 feet) to a point on a 10.00' radius curve to the right, thence along arc of said curve 21.21 feet through a delta of 121°32'05" (chord bears S 86°40'59" W 17.45 feet), thence N 32°32'58" W 104.87 feet to a point on a 10.00' radius curve to the right, thence along arc of said curve 16.04 feet through a delta of 91°54'52" (chord bears N 13°24'28" E 14.38 feet) to a point on a 125.00' radius curve to the left, thence along arc of said curve 60.18 feet through a delta of 27°35'08" (chord bears N 76°12'16" E 59.60 feet) to a point on a 125.00' radius curve to the left, thence along arc of said curve 207.78 feet through a delta of 95°14'23" (chord bears N 16°11'06" E 184.67 feet), thence N 31°26'06" W 548.91 feet, thence N 54°12'39" W 286.24 feet to a point on a 200.00' radius curve to the left, thence along arc of said curve 282.61 feet through a delta of 80°57'40" (chord bears S 85°18'31" W 259.68 feet) to a point on a 884.50' radius curve to the right, thence along arc of said curve 315.23 feet through a delta of 20°25'12" (chord bears S 55°02'17" W 313.56 feet), thence S 50°18'31" W 0.42 feet to a point on a 884.50' radius curve to the right, thence along arc of said curve 2.63 feet through a delta of 0°10'13" (chord bears S 65°09'46" W 2.63 feet), thence S 50°18'31" W 191.45 feet, thence S 77°49'16" W 94.35 feet, thence N 14°27'06" W 354.45 feet to the point of BEGINNING. Easement contains 14.67 ac.

OS-5) OPEN SPACE NO. 5

BEGINNING at a point that is S 00°11'08" W 1,702.33 feet along the Section Line and East 806.40 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence along an arc of a 427.50' radius to the left, thence along arc of said curve 344.73 feet through a delta of 46°12'09" (chord bears S 31°41'58" W 335.47 feet, thence S 08°35'54" W 229.95 feet to a point on a 822.50' radius curve to the right, thence along arc of said curve 491.05 feet through a delta of 34°12'24" (chord bears S 25°42'06" W 483. 79 feet), thence S 42°48'18" W 101.16 feet, thence S 47°11'42" E 78.90 feet to a point on a 562.00' radius curve to the left, thence along arc of said curve 26.06 feet through a delta of 2°39'24" (chord bears S 45°52'00" E 26.06 feet) to a point on a 62.98 ' radius curve to the left, thence along arc of said curve 13.91 feet through a delta of 12°39'12" (chord bears S 57°41'38" E 13.88 feet) to a point on a 4.88' radius curve to the left, thence along arc of said curve 8.28 feet through a delta of 97°10'39" (chord bears N 67°23'27" E 7.32 feet), thence N 25°52'40" E 20.65 feet to a point on a 93.74' radius curve to the right, thence along arc of said curve 32.04 feet through a delta of 19°34'58" (chord bears N 35°40'09" E 31.88 feet) to a point on a 84.57' radius curve to the right, thence along arc of said curve 31.54 feet through a delta of 6°21'04" (chord bears N 48°38'10" E 31.53 feet), thence N 38°17'16" E 35.43 feet, thence N 35°27'34" E 59.66 feet, thence N 34°50'17" E 23.08 feet to a point on a 379.12' radius curve to the right, thence along arc of said curve the right, thence along arc of said curve 94.20 feet through a delta of 14°14'08" (chord bears N 31°45'08" E 93.95 feet) to a point on a 265.23' radius curve to the right, thence along arc of said curve 62.34 feet through a delta of 13°28'02" (chord bears N 45°36'13" E 62.20 feet) to a point on a 126.25' radius curve to the left, thence along arc of said curve 138.39 feet through a delta of 62°48'21" (chord bears N 20°56'03" E 131.57 feet), thence N 10°37'30" W 65.22 feet to a point on a 88.26' radius curve to the right, thence along arc of said curve 66.67 feet through a delta of 43°17'00" (chord bears 65.10 N 02°07'20" E 65.10 feet) to a point on a 322.92' radius curve to the left, thence along arc of said curve 106.13 feet through a delta of 18°49'48" (chord bears N 19°27'11" E 105.65 feet) to a point on a 42.02'

radius curve to the right, thence along arc of said curve 39.38 feet through a delta of 53°41'30" (chord N 36°53'02" E 37.96 feet) to a point on a 168.52' radius curve to the left, thence along arc of said curve 98.33 feet through a delta of 33°25'48" (chord bears N 47°00'53" E 96.93 feet) to a point on a 688.89' radius curve to the right, thence along arc of said curve 101.87 feet through a delta of 8°28'21" (Chord bears N 47°10'32" E 101.78 feet) to a point on a 593.07' radius curve to the right, thence along arc of said curve 19.28 feet through a delta of 1°51'44" (chord bears N 52°20'35" E 19.28 feet) to a point on a 5,552.17' radius curve to the right, thence along arc of said curve 296.34 feet through a delta of 3°03'29" (chord bears N 15°03'13" W 296.31 feet) to the point of BEGINNING. Easement contains 3.38 ac.

OS-6) OPEN SPACE NO. 6 / SENSITIVE LANDS

BEGINNING at a point that the Southwest Corner of the Northeast Quarter (center of section 14) of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence N 89°40'29" W 1347.81 feet, thence N 01°27'21" W 2618.47 feet, thence S 89°47'56" E 380.76 feet, thence S 18°55'05" E 153.94 feet, thence S 45°28'50" W 198.94 feet, thence S 47°22'45" E 179.67 feet, thence N 52°49'47" E 166.52 feet, thence N 66°15'32" E 208.21 feet, thence N 87°01'22" E 126.17 feet, thence S 47°19'41" E 224.01 feet, thence S 01°15'36" E 145.47 feet, thence S 48°15'11" E 120.02 feet, thence S 14°02'34" W 138.38 feet, thence S 31°43'41" W 167.23 feet, thence S 53°02'32" W 126.26 feet, thence S 52°26'07" E 117.92 feet, thence S 85°51'28" E 156.12 feet, thence S 72°36'19" E 158.45 feet, thence S 59°31'10" E 98.97 feet, thence S 00°54'59" E 187.26 feet, thence S 88°35'35" E 431.51 feet, thence S 14°31'32" E 215.90 feet, thence S 33°26'44" W 117.24 feet, thence S 50°15'58" W 234.53 feet, thence S 78°15'15" E 172.82 feet, thence S 04°24'13" W 49.44 feet, thence S 70°16'13" W 228.38 feet, thence S 79°03'23" W 206.69 feet, thence S 53°14'31" E 433.17 feet, thence S 69°18'26" E 119.27 feet, thence S 89°44'37" E 98.42 feet, thence S 49°42'01" E 263.37 feet, thence S 30°34'08" E 184.07 feet, thence S 00°27'22" E 94.37 feet, thence S 26°15'51" W 130.72 feet, thence S 07°36'50" E 104.76 feet, thence S 66°58'51" E 131.88 feet, thence S 80°35'09" E 59.93 feet, thence S 84°22'19" E 45.91 feet, thence S 80°47'55" E 147.55 feet, thence S 77°13'35" E 127.79 feet, thence S 85°11'26" E 217.64 feet, thence N 87°21'54" E 107.44 feet, thence N 89°45'15" E 64.45 feet, thence S 82°45'56" E 175.09 feet, thence S 66°28'15" E 64.58 feet, thence S 58°59'09" E 19.01 feet, thence S 76°00'33" E 27.02 feet, thence N 89°13'08" E 53.00 feet, thence S 88°43'05" E 51.36 feet, thence S 86°59'02" E 80.23 feet, thence N 86°37'50" E 64.48 feet, thence N 78°14'10" E 29.46 feet, thence N 82°38'09" E 17.07 feet, thence N 88°43'41" E 26.93 feet, thence S 88°37'31" E 75.96 feet, thence N 89°57'32" E 108.32 feet, thence N 85°38'29" E 77.28 feet, thence N 82°49'48" E 69.19 feet, thence N 61°33'38" E 47.63 feet, thence N 45°16'00" E 20.35 feet, thence N 73°26'18" E 59.63 feet, thence S 89°27'15" E 80.00 feet, thence N 81°56'51" E 49.97 feet, thence N 81°17'25" E 24.70 feet, thence N 66°19'42" E 48.57 feet, thence N 19°49'32" E 75.72 feet, thence N 01°17'00" E 61.62 feet, thence N 16°58'43" E 46.41 feet, thence S 47°11'42" E 66.98 feet, thence S 43°11'40" E 61.11 feet, thence S 34°33'00" W 55.29 feet, thence S 00°36'00" W 42.89 feet, thence S 33°23'03" W 104.46 feet, thence S 69°00'43" W 49.01 feet, thence S 68°41'20" W 52.18 feet, thence S 79°10'12" W 134.47 feet, thence N 88°34'34" W 137.97 feet, thence S 83°17'33" W 111.77 feet, thence S 43°53'00" W 113.78 feet, thence S 10°47'30" W 72.97 feet, thence S 80°10'34" W 109.06 feet, thence N 35°18'58" W 50.68 feet, thence N 53°41'48" W 73.96 feet, thence N 70°19'05" W 73.19 feet, thence N 78°39'11" W 229.97 feet, thence S 89°43'16" W 247.71 feet, thence S 82°24'33" W 242.05 feet, thence S 68°30'31" W 235.92 feet, thence S 56°47'50" W 113.72 feet, thence S 60°44'16" W 54.70 feet, thence S 71°13'02" W 85.14 feet, thence S 70°52'07" W 62.66 feet, thence S

58°25'52" W 80.85 feet, thence S 14°06'17" W 146.85 feet, thence S 59°32'16" E 124.47 feet, thence S 89°26'25" E 73.68 feet, thence N 82°57'44" E 110.17 feet, thence N 73°53'25" E 94.41 feet, thence N 77°13'58" E 52.67 feet, thence S 83°23'10" E 155.29 feet, thence S 62°07'16" E 82.78 feet, thence S 48°35'57" E 64.38 feet, thence S 63°37'31" E 95.82 feet, thence S 80°08'28" E 41.34 feet, thence S 73°55'49" E 45.13 feet, thence S 53°26'14" E 61.87 feet, thence S 14°15'55" E 101.52 feet, thence N 89°45'29" W 1720.78 feet, thence N 00°55'09" W 1314.77 feet to the point of BEGINNING. Easement contains 120.01 ac.

OS-7) OPEN SPACE NO. 7

BEGINNING at a point that is S 00°14'36" W 2,239.31 feet along the Section Line and East 2,703.13 feet from the East Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 24°42'16" E 15.00 feet, thence S 00°00'00" W 100.95 feet, thence S 59°15'17" W 42.45 feet, thence N 72°23'16" W 33.87 feet, thence S 88°50'24" W 25.69 feet, thence S 73°58'31" W 60.08 feet, thence S 61°16'21" W 42.76 feet, thence S 74°19'41" W 95.47 feet, thence N 69°23'14" W 72.08 feet, thence N 65°50'39" W 34.47 feet, thence N 84°38'49" W 25.92 feet, thence S 85°51'27" W 27.89 feet, thence N 76°19'00" W 32.37 feet, thence N 43°37'01" W 31.20 feet, thence N 36°20'27" W 34.02 feet, thence N 70°18'38" W 34.68 feet, thence S 84°39'48" W 43.33 feet, thence S 68°02'58" W 26.95 feet, thence S 40°18'57" W 41.75 feet, hence S 51°41'32" W 41.43 feet, thence N 75°00'44" W 51.21 feet, thence N 82°17'42" W 72.78 feet, thence S 81°59'49" W 62.83 feet, thence S 59°32'50" W 23.94 feet, thence S 33°42'13" W 30.63 feet, thence S 58°15'13" W 29.98 feet, thence S 85°42'47" W 48.69 feet, thence S 55°01'18" W 44.44 feet, thence S 26°07'32" W 68.92 feet, thence S 66°18'29" W 54.35 feet, thence N 85°14'20" W 43.85 feet, thence S 14°02'35" W 30.01 feet, thence S 04°53'22" E 15.73 feet, thence S 89°55'01" W 119.10 feet, thence N 50°55'25 W 25.90 feet, thence N 09°41'51" E 6.46 feet, thence N 64°19'44" E 33.23 feet, thence N 70°32'26" E 30.03 feet, thence N 53°31'19" E 33.73 feet, thence N 43°26'43" E 30.35 feet, thence N 70°27'18" E 42.12 feet, thence N 88°11'55" E 21.04 feet, thence N 57°21'40" E 60.70 feet, thence N 29°28'16" E 33.55 feet, thence N 42°35'16" E 41.03 feet, thence N 67°25'05" E 15.19 feet, thence N 70°49'34" E 41.34 feet, thence N 54°42'01" E 42.56 feet, thence N 46°33'34" E 17.07 feet, thence N 71°43'06" E 41.24 feet, thence N 89°30'52" E 70.60 feet, thence S 83°54'38" E 36.15 feet, thence N 80°15'11" E 112.30 feet, thence N 54°15'52" E 50.68 feet, thence N 83°45'49" E 84.70 feet, thence S 66°46'49" E 51.05 feet, thence S 60°34'42" E 36.37 feet, thence S 71°45'50" E 59.66 feet, thence S 71°00'48" E 58.29 feet, thence S 62°04'28" E 40.72 feet, thence N 86°26'02" E 75.47 feet, thence N 61°36'29" E 62.68 feet, thence N 65°12'28" E 72.04 feet, thence N 55°39'36" E 68.17 feet, thence N 58°52'28" E 30.08 feet, thence N 81°53'39" E 12.66 feet to the point of BEGINNING. Easement contains 2.01 ac.

CP-2) COMMUNITY PARK NO. 2

BEGINNING at a point that is S 00°18'23" W 107.73 feet along the Section Line and East 143.66 feet from the East Corner of Section 14, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 47°11'42" E 113.14 feet to a point on a non-tangent 110.77' radius curve to the left, thence along arc of said curve 65.14 feet through a delta of 33°41'36" (chord bears S 18°07'48" W 64.21 feet) thence S 01°17"00" W 61.84 feet to a point on a 88.41' radius curve to the right, thence along arc of said curve 58.16 feet through a delta of 37°41'28" (chord bears S 19°02"31" W 57.12 feet) to a point on a 57.45' radius curve to the right, thence along arc of said curve 32.25 feet through a delta of 32°10'05"

(chord bears S 67°22'34" W 31.83 feet) to a point on a 351.25' radius curve to the right, thence along arc of said curve 26.60 feet through a delta of 4°20'22" (chord bears S 81°17'25" W 26.60 feet) to appoint on a 481.58' radius curve the right, thence along arc of said curve 46.28 feet through a delta of 5°30'21" (chord bears S 81°52'25" W 46.26 feet), thence N 89°27'15" W 77.96 feet to a point on a 108.76' radius curve to the left, thence along arc of said curve 79.99 feet through a delta of 42°08'23" (chord bears S 72°45'38" W 78.20 feet), thence S 45°16'00" W 23.06 feet to appoint on a 40.65' radius curve to the right, thence along arc of said curve 31.14 feet through a delta of 43°53'13" (chord bears S 60°53'11" W 30.38 feet), thence S 82°49'48" W 68.58 feet, thence S 85°38'29" W 75.72 feet, thence S 89°57'32" W 107.07 feet, thence N 88°37'31" W 76.23 feet to a point on a 750.00' radius curve to the right, thence along arc of said curve 1,057.33 feet through a delta of 80°46'26" (chord bears N 12°27'17" E 971.92 feet) to a point on a non-tangent 1,312.00' radius curve to the left, thence along arc of said curve 720.11 feet through a delta of 31°26'51" (chord bears S 31°28'17" E 711.11 feet) to the the point of BEGINNING. Easement contains 9.97 ac.

EXHIBIT "L"

Exhibit "L"- **Villages at Saratoga Springs (Fox Hollow) Neighborhood Development Requirements Schedule**

Exhibit "L"

Villages at Saratoga Springs
Neighborhood Development Requirements
Schedule (3)

Neighborhood	Roadway Improvements	Storm Drain Improvements	Sewer Improvements	Water Improvements	Park and Open Space Improvements
1 / Phase 7		SD-1, SD-6		W-1, W-5, W-6, W-7	(2)
3	Recorded Plat	Recorded Plat		W-1, W-5, W-6, W-7	(2)
4	R-1, R-4	SD-9, SD-11	S-1		(2)
5	R-1, R-2, R-3	SD-11	S-1, S-5	W-1, W-2, W-3, W-5, W-6, W-7	(2)
6	R-1,R-2, R-3	SD-11		W-5, W-6, W-7	(2)
7	R-1, R-2, R-3, R-7	SD-10	S-2, S-3	W-4, W-8, W-9	(2)
8	R-1, R-2			W-3, W-5, W-6, W-7	(2)
10	R-1, R-4				(2)
11	R-1, R-2			W-2, W-3	Paid Park In Lieu Fees
12	R-5, R-8	SD-8	S-1, S-4	W-4, W-6, W-7, W-8, W-9, W-10	(2)
13	R-5, R-8	SD-8	S-1, S-4	W-4, W-8, W-9	(2)
14	R-5, R-8	SD-2, SD-3, SD-4, SD-5, SD-7	S-1, S-4	W-4, W-8, W-9, W-10	(2)
15	R-7, R-8	SD-8	S-2, S-3, S-4	W-4, W-8, W-9	(2)
16	R-7, R-8	SD-7, SD-8	S-2, S-3, S-4	W-4, W-8, W-9, W-10	(2)
17	R-7, R-8	SD-10	S-2, S-3, S-4	W-4, W-8, W-9	(2)

Legend	Description
Roadway Improvements- Exhibit "H"	
R-1	Swainson Boulevard
R-2	Wildlife Boulevard
R-3	Village Parkway
R-4	Redwood Road
R-5	Foothill Boulevard Phase 1
R-6	Foothill Boulevard Secondary Access
R-7	Foothill Boulevard Phase 2
R-8	Viewpoint Boulevard
Storm Drain Improvements- Exhibit "G"	
SD-1	N-1 Phase 7 Detention Basin
SD-2	Lower N-14 Detention Basin
SD-3	Upper N-14 Detention Basin
SD-4	N-14 Detention / Debris Basin
SD-5	N-14 Detention / Debris Basin
SD-6	N-1 Detention / Debris Basin
SD-7	N-16 Debris Basin
SD-8	N-15/16 Detention / Debris Basin
SD-9	N-4 South Detention Basin

Legend	Description
SD-10	Foothill Retention Basin
SD-11	N-4 North Detention Basins
Sewer Improvements- Exhibit "F"	
S-1	Village Parkway 12" Sewer Line
S-2	N-15 8" Outfall Sewer Line
S-3	N-17 8" Outfall Sewer Line
S-4	Foothill Boulevard Trunk Sewer Line
S-5	N-6 Outfall Sewer Line
Water Improvements- Exhibit "E"	
W-1	Swainson Boulevard 12" Water Main
W-2	N-5 to N-11 12" Water Main Connection
W-3	Wildlife Boulevard 12" Water Main
W-4	N-6 to Foothill Boulevard South 16" Water Main and 14" Secondary Irrigation Main (4)
W-5	Zone 3 Booster Station
W-6	Zone 3 Secondary Irrigation Pond
W-7	Zone 3 18" Secondary Irrigation Main
W-8	Zone 3/4 Culinary and Secondary Water Main Connections
W-9	Zone 4/5 Culinery Water Tank and Secondary Irrigation Pond
W-10	Zone 4/5 Culinary and Secondary Master Plan Water Mains

(1) The costs associated with the dedication of the Regional Park (R-1) land will be allocated to all neighborhoods within the development on a pro-rata basis per the provisions of Section 1.c of Exhibit "I-1" Villages At Saratoga Springs (Fox Hollow) Open Space Improvements Procedures.

(2) Park and Open Space Requirements will be identified per the procedures outlined in Exhibit "I-1".

(3) Developers of individual neighborhoods may provide finacial security for improvements identified in Exhibit "L" that do not pose a health and safety concern, as determined by the City, in lieu of completing these improvements prior to the issuance of building permits. Any financial security provided for the improvements shall be in the form of a Letter of Credit or Cash Bond (the "Improvement Bond"). Upon delivery of the Improvement Bond to the City, the City will agree to the issuance of building permits for the effected subdivision.

(4) The improvements shown as part of W-4 may be constructed in phases as determined by the City. Those neighborhoods defined as responsible for these improvements may only be required to construct a portion of these improvements as determined at the time of subdivision approval.

EXHIBIT "M"

Exhibit "M"-	**Villages at Saratoga Springs (Fox Hollow) Design Guidelines Addendum**
Exhibit "M-1"-	**Villages at Saratoga Springs (Fox Hollow) Original Design Guidelines**

Exhibit "M"

Villages at Saratoga Springs
Design Guidelines
Addendum

The Villages at Saratoga Springs Design Guidelines ("Design Guidelines") were approved as part of the Villages at Saratoga Springs (Fox Hollow) Master Development Agreement on March 26, 2002 (the "Fox Hollow MDA"). The following revisions to the Design Guidelines shall apply for all property subject to the Fox Hollow MDA extension as required herein.

1. **General Terminology**
    a. All references to "single family attached homes" or "single family detached homes" shall be amended to "multi-family homes" and "single family homes". "Multi-family homes" shall include all forms of attached housing.

2. **The Villages Community Design Principles**
    a. Goals
        i. The following goal shall be added to this section.
            1. To preserve and enhance natural open spaces with the eradication of non-native vegetation with high fire fuel potential. Re-vegetation shall be with low fire potential plant species to create "fuel modification zones" in and around homes and structures. The fuel modification zones shall be planned as buffer areas on the perimeter of all urban wild land interfaces and along all native open spaces in the development. It is anticipated that re-vegetated areas will need to be temporarily irrigated in order to achieve proper establishment during the warranty period.

3. **Community Design Principles**
    a. Transportation Corridors
        i. The requirements for all transportation corridors and road cross sections within Fox Hollow shall be amended to conform with the City Transportation Plan as shown in Exhibit "H"- Roadway Improvements.

    b. Open Spaces
        i. The maintenance responsibilities for Open Space areas shall be amended to conform with the City Parks, Recreation, Trails, and Open Space Master Plan as follows:

1. HOA Maintenance Responsibilities. The HOA shall be responsible to maintain the following open space areas including:
    a. All common open spaces as well as landscaping on all roads including Redwood Road and Foothill Boulevard.
    b. Public access easements for trails on Redwood Road and Foothill Blvd., and all other trails and right-of-ways.
    c. Two rail wood fencing along city maintained open space corridors.
    d. All areas not identified in Section (3)(b)(2) of this Addendum defined as City Maintenance Responsibilities.

2. City Maintenance Responsibilities. The City will maintain all improvements associated with City Parks, Trails and Open Space after installation and acceptance by the City at the end of the warranty period as per the Master Plan, including:
    a. Power line corridors located outside of right-of-way corridors.
    b. 21.27 acres Regional Park (RP-1).
    c. Native Open Spaces with 30% or greater slopes (OS-6).
    d. Civic Area (2.88 acre parcel).
    e. Regional Trail/Drainage Corridors including associated parking areas (TH-1, TH-2, TH-3).
    f. Existing park and drainage corridors on Wildlife Blvd., east of Swainson Ave.

c. Fencing
    i. The fencing guidelines shall be amended as follows:
        1. Wrought Iron fencing along Redwood Road shall be 6' in height.
        2. Fencing along the Foothill Boulevard corridor shall be 6' in height.
        3. Fencing along all Major Collector Roads and Neighborhood Collector Roads shall be 6' in height.
    ii. Fencing that delineates two (2) different landscape themes (i.e. rock and turf, native grasses and turf, rock and native grasses) will include concrete mow strips.

iii. A concrete mow strip must be provided where a fence is delineating public and private open space areas. Concrete mow strips will not be required in any HOA or privately maintained areas.

d. Signage
   i. The signage guidelines shall be amended to require that all signage within Fox Hollow shall adhere to the requirements for signage required by the City.

e. Street Lights and Mailboxes
   i. The street light and mailbox guidelines shall be amended to require that all street lights within Fox Hollow shall adhere to the City Standards and Specifications, and US Post Office in the case of mailbox types and locations. Brown street light poles will be utilized to match the existing improvements within the Master Plan area.

f. Colors and Materials
   i. The Home Owners Association and/or Architectural Review Committee shall have the discretion to approve all color and material selections relating to home exteriors, fencing, and other improvements within the development.

4. Architectural Review Committee

a. All references to BTS Investments shall be deleted from this section.

5. Architectural Review Process

a. The architectural review period for submittals and re-submittals made to the Architectural Review Committee shall be amended as follows.
   i. Initial Submittals- Thirty (30) days from the date of submission.
   ii. Re-submittals- Fifteen (15) days from the date of submission.

6. Transportation Corridor Designs

a. The Transportation Corridor Designs shall be amended per the design cross sections as shown in Exhibit "H"- Roadway Improvements (Exhibit "H-2").
b. The Regional and Neighborhood Open Space Corridor designs shall be amended to conform with the appropriate trail cross-sections as shown in the City Parks, Recreation, Trails, and Open Space Master Plan.
c. Asphalt trails may be used in drainage corridors.

EXHIBIT "M-1"

THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)

DESIGN GUIDELINES

Prepared by:
The Hubble Planning Group
March 13, 2002

The Villages Community Design Principles

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2. Establish Continuity
3. Create Livable Environments
4. Protect the Natural Landscape
5. Provide a Community that will Reach Across Socio-Economic Lines

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   3. Community Parks
   4. Neighborhood Parks
   5. Neighborhood Corridors and Preserves
4. Fencing ..... p. 8-9
   1. Arterial Roads (Redwood Road and Foothill Boulevard)
   2. Major Collector Roads
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   5. Parks, Preserved Lands, Paths and Trails
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   2. Civic Uses
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   4. Very Low Density Residential
   5. Low Density Residential
   6. Medium Density Residential
   7. High Density Residential

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   2. Detached, Single-Family Developments
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   2. Maximum Impervious Material Coverage
   3. Usable Land
   4. Vegetation and Revegetation
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6. Neighborhood Open Space Corridor

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The Villages Community Design Principles

The Villages at Saratoga Springs is a Planned Community that incorporates many principles of New Urbanism while still allowing for areas with a "western suburbia" basis for subdivision design. In any event, it is fully expected that the highest commitment to quality urban design and quality of life will be maintained as each neighborhood throughout the community is planned. This commitment will result in the creation of a community with a distinct appeal.

Being generally guided by New Urbanist principles, The Villages place a strong emphasis on the following ideals: 1. open space and corresponding pedestrian connections, 2. a mixture of diverse housing types, 3. a defined central place for public uses and gathering, and 4. architecture and streetscapes that emphasize the individual rather than the automobile.

The Design Principles are established to encourage congruency and quality of development within The Villages at Saratoga Springs. Architectural plans, building materials, site designs and road designs for each development area shall compliment the overall integrity of the community.

Goals

The Design Principles set forth the following goals:

1. To create a sense of place and community that is generally lacking in typical suburban development along the Wasatch Front. A sense of place and community will encourage pride in the community and pride of ownership, it will encourage long-term residency and it will encourage citizen involvement in the community.

2. To establish continuity through a comprehensive and unifying set of design principles. The design principles will allow individual builders to maintain sufficient flexibility to meet changing market demands while still maintaining the commitment to quality design and construction.

3. To create livable environments through the emphasis of pedestrian activity. This will be accomplished, to a large degree, by planning usable open space within ½ mile of every home. A distance of ½ mile represents a convenient walking distance for the average adult.

4. To protect the natural landscape by preserving the existing drainage channels and incorporating natural features into the design of The Villages. Slopes in excess of 30% will be prohibited from development unless specific approval for grading of the slope has been granted by the City during the development approval process. Mass grading will be avoided wherever possible and subject to the Hillside Protection provisions contained herein.

5. To provide a community that reaches across socio-economic lines allowing individuals of different and varying economic levels to live in close proximity to each other without obtrusive barriers.

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Community Design Principles

Purpose

The Villages at Saratoga Springs will include approximately 3,230 housing units that are anticipated to be built over a five to ten year period. The purpose of the Community Design Principles is to assure continuity of design and consistency of quality throughout the Villages.

Transportation Corridors

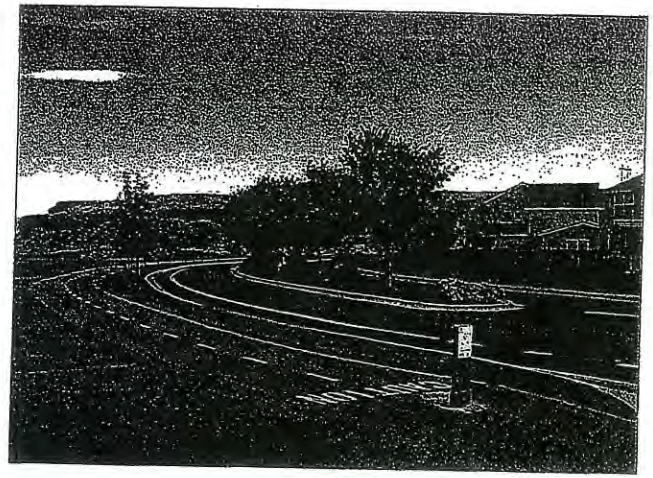
Five road classifications will be used within the Villages: arterial roads, major collector roads, neighborhood collector roads, local roads and sub-local roads. It is anticipated that these roadways will correspond closely to Saratoga Springs City Standards. The chart established below shall be used to identify situations where the sub-local road will be permitted and to determine the capacity of cul-de-sacs or other dead end roadways. The estimated vehicle trips per day are based on figures provided by Fehr & Peers Associates, Inc.

detached single-family homes	**9.57 trips per day**
attached single-family homes (townhomes)	**5.83 trips per day**
attached single-family homes (condominiums)	**6.63 trips per day**

The total number of trips per day anticipated for a cul-de-sac shall also not exceed 500. Cul-de-sac lengths will not be determined by linear feet but by a maximum number of homes so as not to exceed 500 adt.

Arterial Roads. The two arterial roads (Redwood Road and Foothill Boulevard) will accommodate regionally generated traffic and will be built with limited access. The Villages will include two egress points onto Redwood Road. The north-south connector, referred to as Foothill Boulevard, will be located approximately one mile west of Redwood Road in order to minimize pressure on Redwood Road as adjacent land parcels develop in the future. The arterial roads will accommodate two lanes of traffic in each direction with a center turning lane. The arterial roads have a 120-foot right-of-way and a speed limit of 50 miles per hour. See design on page 25.

Major Collector Roads. The major collector roads have a 107-foot right-of-way and a speed limit of 40 miles per hour. A significant design element of this right-of-way includes a consolidated sidewalk to provide a 10 foot pedestrian / bicycle trail on one side. Additional landscaping over that typically required for the City's Major Collector road will encourage pedestrian activity. See design on page 25.



Major Collector Roads will include a consolidated sidewalk for pedestrian/bicycle trail and landscaped median

Neighborhood Collector Roads. The neighborhood collector roads have a 74-foot right-of-way and a speed limit of 30 miles per hour. Although meant to move traffic efficiently through the community, the neighborhood collectors will be pedestrian friendly through the use of parkstrips, landscaping and sidewalks. On-street parking will be permitted to help narrow the perceived roadway width and to establish a barrier between vehicular travel lanes and pedestrian activity. See design on page 26.

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Local Roads. Local roads will be built to encourage slower travel speeds and are designed to feel safe for pedestrians to use. These roads will have a 60-foot right-of-way and a speed limit of 25 miles per hour. Local roads will include an eight-foot parkstrip on each side to allow for street trees and a substantial separation between vehicular travel lanes and pedestrian traffic. See design on page 26.

Open Spaces

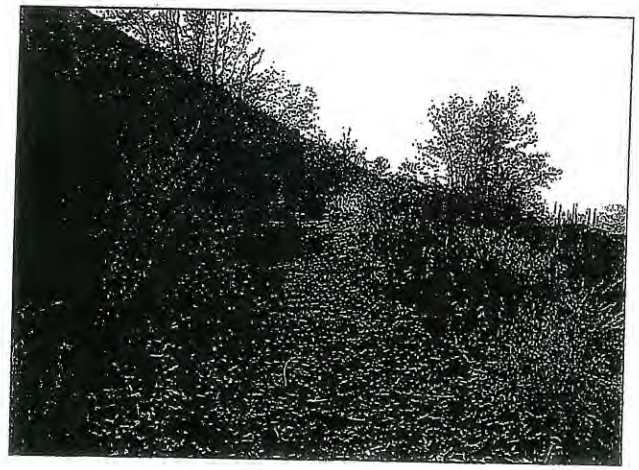
Open space is an integral element of The Villages at Saratoga Springs. Open space represented on the Land-Use Plan has been designed to provide appropriate areas for a broad range of recreational activities while also identifying key areas for sensitive and scenic lands preservation.

Open space within The Villages may be included in the form of regional parks, community parks, neighborhood parks, trails, entrance features, and any other means that will enhance the overall livability and attractiveness of the community. Open space areas may include but shall not be solely relegated to remnant parcels, inaccessible grounds or other areas that are of no substantial benefit to the neighborhood at large.

Regional Parks. The land for the regional park within The Villages at Saratoga Springs will be dedicated to the City of Saratoga Springs. It is anticipated that the regional facility will be dedicated to the City for use by a population larger than that of The Villages. As such, parks shall be designed to accommodate regionally oriented activities. It is anticipated that the regional park will be utilized for active recreational facilities.

Regional Corridors and Preserves. It is intended that the regional corridors and preserves found within The Villages will be will be owned and maintained by the Community's Master Home Owners' Association. From a philosophical standpoint, it is expected that the space found within the Regional Corridors and Preserves will be not be landscaped and maintained in a labor-intensive or a manicured state but rather through the use of native and drought-tolerant plant varieties.

With this perspective in mind, within the Regional Corridors and Preserves, existing native vegetation will remain in place and a mix of wild-grasses and drought-tolerant shrubs will be introduced. Pedestrian trails within these corridors will be soft-surfaced, as illustrated below. These measures will provide erosion mitigation and will otherwise protect and provide access to these areas while being cost-effective to maintain for the Master HOA. Such measures shall conform to the overall philosophy of maintaining a natural appearance within these areas.



Regional trails will generally be soft-surfaced

In order to maintain the open appearance and function of the corridors, a 20' setback shall be maintained adjacent to all regional open space corridors and preserves. This setback area shall remain devoid of permanent structures and shall not be used for the storage of vehicles, equipment, building materials or any other items which will detract from the "park-like" appearance of the corridor. The placement of trees, gardens and other landscape features is strongly encourages within this setback.

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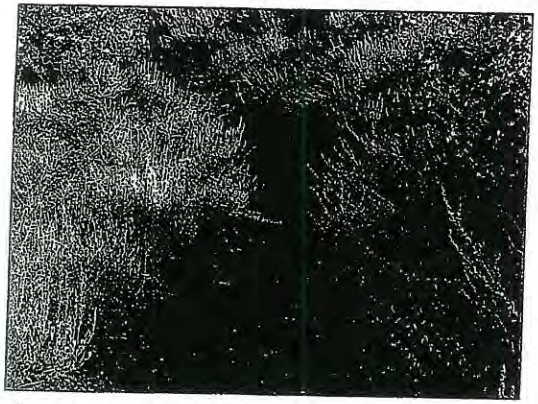
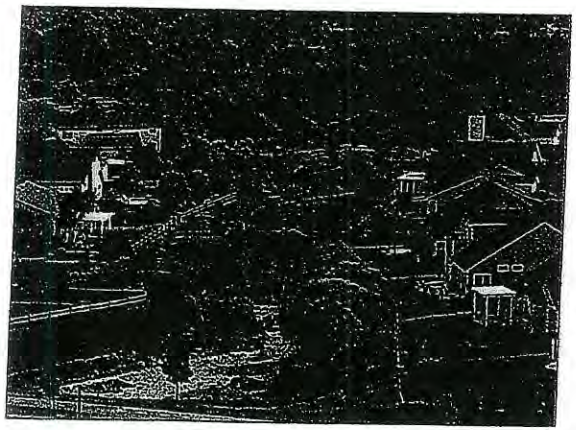


Native or drought-tolerant plant varieties will provide the landscaped treatment in Regional Corridors

Fencing as set forth in the fencing section of this document shall be installed so as to delineate the boundary between the open space and the individual lot or property. Fencing within the 20' setback, shall consist of a split-rail open fence, when a fence is desired. Other open fence types may be used upon approval of the Architectural Review Committee.



Regional Corridors shall be bordered with open fencing

Community Parks. Parks and open space features designed to help create a "park-like" atmosphere are a critical element in creating an attractive, functional community. In addition to the 21-acre Regional Park, The Villages proposes three Community Parks that range in size from two acres to 10 acres. A two-acre park is smaller than what would normally be associated with Community recreational uses, however, because this park is adjacent to a Regional Trail Corridor, it is likely to get more use than one would typically expect in a Neighborhood Park.

The Community Parks are intended to include space for recreational hard improvements for organized sports programs. Pavilions and improvements for church gatherings/activities and family reunions would also be appropriate within the Community Parks.

Neighborhood Parks. For those neighborhoods where additional parks shall be planned, they will be placed so as to create a focal point and gathering place for that specific neighborhood that is within convenient walking distance to the surrounding residents. Such parks may provide for passive and/or active recreation. Furthermore, neighborhood parks may include any improvements that enhance the attractiveness of the neighborhood as a whole. Entrance features and enhanced landscaping along streets are two types of open space that can make a significant contribution towards giving a neighborhood a "park-like" feel. Neighborhood parks, opposed to preserved lands, shall be largely improved. It is expected that these parks will provide opportunities for daily recreation and shall be designed so as to maximize opportunities for corresponding recreational activities. It is recognized that while the majority of all parks shall be manicured, there may be instances where the park can be more functional and attractive if naturally treated areas are incorporated.

Neighborhood Corridors and Preserves. Open space corridors shall be designed in accordance with the standards found in these guidelines. Careful consideration must be given to the nature of the corridor and the types of transit expected within that corridor. Corridors shall also be designed in conjunction with appropriate fencing types and/or fencing limitations so as to prevent the creation of isolated, secluded portions of the corridor. It is intended that Neighborhood Corridors (connections

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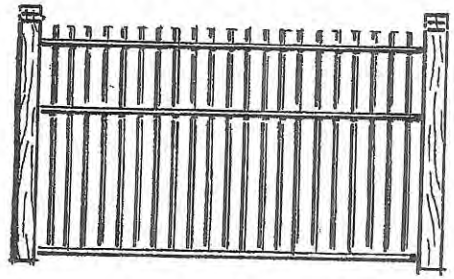
from a neighborhood to open space or a park) will be landscaped and maintained in a manicured state rather than a natural state. Neighborhood Corridors will also include pedestrian paths to link neighborhoods and to provide access to Regional Corridors and to other parks and open spaces.

Neighborhood Corridors and Preserves shall be bordered with open fencing

Fencing

Appropriately designed and placed fencing can be a tremendous benefit to a community. Fencing shall be used to define specific spaces, and when used as such, will help give this community, and the neighborhoods within, a sense of distinction. Fencing shall not be solely used to delineate boundaries and ownership; nor shall it be the only mechanism employed to identify property lines.

Redwood Road. Redwood Road will be fenced with open, decorative metal fencing with masonry pilasters and 4" by 4" cedar posts. The metal fencing shall be a minimum of 5' in height. Masonry pilasters shall be a minimum of 2' x 2' x 5' and shall be placed at intervals no greater than 50', on center. Solid fencing inside the metal fence shall be prohibited. For a more substantial sight or sound barrier, landscaping shall be used on the inside of the metal fence to create such a barrier. All such landscaping shall be the responsibility of the individual property owner.



decorative metal fence

For areas where a visual barrier is desired along sections of the decorative metal fencing, the following plant materials are preferred to provide additional buffering:

Taxus media 'Hicks' (Hicks Yew)
Viburnum trilobum (American Cranberry Bush)
Lingustrum vulgare 'Lowdense' (Flowdense Privet)
Rhus aromatica (Fragrant Sumac)

Foothill Boulevard. Two types of fencing shall be used, at distinct locations, along Foothill Boulevard. At locations where single-family detached homes abut the right-of-way for Foothill Boulevard, the 5' cedar privacy fence shall be used. At all other locations, the decorative metal fencing with 4" by 4" cedar posts shall be used. This decorative metal fencing shall be 5' in height. As with Redwood Road, wherever the decorative metal fencing is required, solid fencing inside the metal fence is prohibited.

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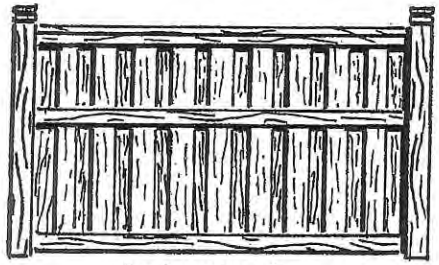
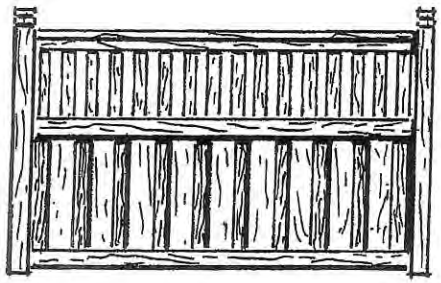


five-foot privacy fence

Major Collector Roads. Two types of fencing shall be used along the Major Collector Roads in The Villages. The 5′ cedar privacy fence shall be used at all locations where single-family detached lots abut the right-of-way. At all other locations, the cedar two-rail open fence shall be used. One exception to this principle shall be the permitted use of the decorative metal fencing, with 4″ by 4″ cedar posts in a 4′ height, where schools or other land-uses require a more restrictive barrier.

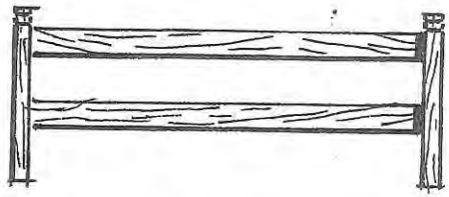
Neighborhood Collector Roads. Fencing along the Neighborhood Collector Roads shall be 5′ cedar, semi-privacy fence, as illustrated below.



five-foot semi-privacy fence

Local Streets. Fencing along public streets shall be limited to the cedar two-rail open fence. However, to mitigate safety concerns, non-residential land-uses may opt to use the decorative metal fencing with 4″ by 4″ cedar posts in a 4′ height along local roads.

Parks, Preserved Lands, Paths and Trails. Areas that border Parks, Preserved Lands, Paths or Trails shall be fenced with the cedar split-rail open fence. A taller open-style fence may be used subject to approval from the Architectural Review Committee, provided an additional setback of 20′ from the property line is respected.



split-rail, open fence

It is expected that all fencing constructed in The Villages will conform to the provisions contained in these Design Principles. Nonetheless, additional fence styles and materials may be considered for use in The Villages. The use of any alternate fence types shall require the approval of the Architectural Review Committee. In order to approve alternate styles of fencing, the Architectural Review Committee must find that the proposed fence is equal in design and/or quality and that it is consistent particularly in terms of color, height and materials, with the fencing styles provided in this document.

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Signage

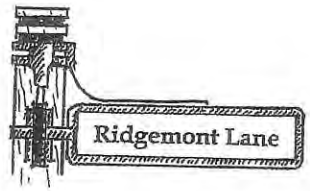
Signage plays a significant role in establishing a sense of arrival, place identification and in maintaining the basic functionality of a community. Continuity in signage throughout The Villages will provide a common thread that will help celebrate the uniqueness of this planned community. Scale and color are two important elements of appropriate sign design that have been considered as signs are prepared for use in The Villages.

Community Entrances.

The entrances to The Villages off of Redwood Road will have significant entrance monuments to welcome residents and visitors to the community. Additionally, each neighborhood or development pod is required to have a coordinating, masonry entrance feature. All individual neighborhood entrance features shall incorporate identical rock to that used in fencing along Redwood Road and in the entrance features to The Villages development.

Traffic Controls and Street Signs.

Traffic control and street signs will be decorative and consistent throughout The Villages. Traffic control and street signs shall use a 4" by 4" cedar-covered metal post or a 6" by 6" cedar post. Fencing, signage, streetlights and mailboxes are intended to convey a western theme. Each of these shall be finished with a Monterey Gray stain.



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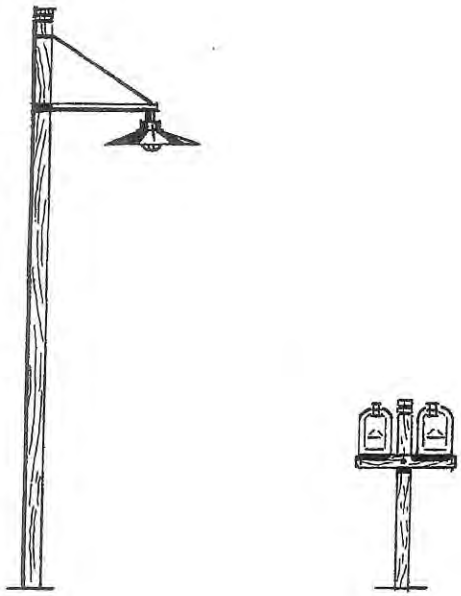
Street Lights and Mailboxes.

Streetlights and mailboxes shall use a 4" by 4" cedar-covered metal post or a 6" by 6" cedar post.



Land-Uses

General Provisions

The Land-Use Plan for The Villages at Saratoga Springs establishes general road configurations, community and regional open spaces, public and civic uses and private housing densities and locations. Because The Villages encompass over 1,000 acres, the various

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neighborhood pods are individually large developments with some containing over 60 acres. In order to work with the topography of the subject property, to provide the necessary and desired open space and to maintain an ability to respond to market demands, it is intended that the individual neighborhood pods may include various housing types and densities as long as the overall density and total housing units shown on the Land-Use Plan are not exceeded for each neighborhood pod.

A primary goal of these Design Principals is respecting views and view corridors both from The Villages and from surrounding properties into The Villages. Home sites, and the orientation of homes within each neighborhood, are encouraged to take advantage of the natural topography and view sheds. Individual homes plans are encouraged to locate windows where views can be maximized. Home locations in areas of steeper slopes shall be situated so as to minimize its visual impact on housing at lower elevations.

According to year 2000 Census data provided by Mountainland Association of Governments, Lehi City and the City of Saratoga Springs both average 3.70 persons per household. The City of Eagle Mountain averages 4.05 persons per household while Utah County generally averages 3.59 persons per household. The statistics for Lehi and Saratoga Springs are likely to be the most representative of The Villages, therefore, at build-out The Villages may include approximately 11,951 persons.

Civic Uses

Within The Villages a site sufficient to accommodate multiple civic uses or services has been planned. The Civic Uses site has been provided in the center of The Villages at a major crossroad. With a school site and church site also planned at this center location, an effort has been made to provide a focal point around which to build the community.

A civic building designed to house uses such as a public safety station and/or a public library would provide municipal services to the City's southern residents. The Civic Uses property has been placed adjacent to a regional trail system to encourage pedestrian access to the site and also to make access easier for public safety personnel into the regional trail

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network, in case of emergency. Any civic use shall be consistent with the purposes, intent and provisions of these Design Guidelines.

Commercial

Two commercial nodes, totaling 19.95 acres, have been planned along the Redwood Road frontage and the intersections of Redwood and two major collector roads. Although each commercial node is sufficient to accommodate a "big box" anchor tenant, the standard, suburban "strip commercial" development is not desirable. The commercial development is intended to be pedestrian friendly and to provide areas for planned and spontaneous community gathering. The design, scale and aesthetic of the commercial development shall cater more to the pedestrian than the automobile. As such, large, unbroken expanses of parking are prohibited as is pole signage and other similar features that are scaled to the automobile rather than the pedestrian.

The Civic Uses property will be dedicated to the City so that facilities can be built according to the City's Capital Improvement Plan.

Very Low Density Residential (VLDR)

Very Low Density Residential neighborhoods will have an overall density of up to 1 to 3 dwelling units per acre. Individual lots within this designation may be clustered into developable areas or they may be as large as five or ten acres. Neighborhoods within the VLDR designation are the highest in elevation within The Villages, but these neighborhoods also have more severe topography and are impacted by a 345 kv transmission line. Slopes within the VLDR designation range from 6 to 17 percent. Subdivision design shall minimize mass grading, cutting and filling. Homes shall be clustered, when necessary, away from the transmission line so that these lines will have minimal impact on views from the homes closest to them.

The VLDR neighborhoods adjacent to the regional trail system; therefore, particular attention shall be given to providing access to the trails.

The minimum size for a dwelling unit for Neighborhoods 3, 7 and 17 (designated as 3 units per acre) shall be 1,250 square feet. The minimum size for a dwelling unit for Neighborhoods 14 and 16 (designated as 2 units per acre) shall be 1,600 square feet. Minimum lot size, width and setbacks for detached, single-family, homes will be determined during the concept plan approval process by the City.

Low Density Residential (LDR)

Six neighborhoods have been planned for Low Density Residential neighborhoods. These neighborhoods will be characterized by a housing density of 3.1 to 5 dwelling units per acre. LDR housing will consist of single-family, detached dwellings. Occupying some of the most developable land at higher elevations within The Villages, the LDR parcels provide a unique opportunity in terms of subdivision design, views and view corridors. Given the topography and elevations, homes within these neighborhoods shall be provided with great views of the valley. Consideration shall be given to the design of each building site in order to preserve and maximize the valuable view corridors.

Individual homes are anticipated to be accessed from public, local streets, however, the sub-local street standard may be used when there are topographic constraints. With the larger lots, proportionately larger setbacks are required. Setbacks shall vary both from front to rear and from side to side. Over-reliance on uniform building planes and setbacks are to be avoided. Side-yard setbacks that vary in size are a key component in making yard space as useful as possible. Traditional side setbacks, which are often identical from lot to lot, tend to emphasize the monotony of a subdivision and limit the usefulness of the setback areas.

While individual yard space will provide most of the open space within the neighborhood, community open space will be relegated to trails and paths to encourage connectivity to other developments and to the regional trails network.

The minimum size for a dwelling unit within the Low Density Residential neighborhoods shall be 1,250 square feet. Minimum lot size, width and setbacks for detached, single-family, homes will be determined during the concept plan approval process by the City.

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Medium Density Residential (MDR)

Medium Density Residential neighborhoods include a density range of 5.1 to 9 dwelling units per acre, however, the approved Master Development Plan Land-Use map illustrates only two neighborhoods at a density not to exceed 6 units per acre. These neighborhoods will primary be single-family, detached dwellings but may also include attached dwelling units.

To the greatest extent possible, subdivision design shall be such to take advantage of available views. Entrance monuments and other streetscape enhancements will provide open space within the MDR neighborhoods.

Variations in setbacks, both from front to back and from side to side, are to be encouraged. Uniformity in front facades and setbacks tend to cause visual monotony and shall be avoided. In situations where rear-loading garages are utilized, setbacks shall be designated to ensure functionality of alleyways and to promote the creations of useful yard space.

The minimum size for a dwelling unit within the MDR neighborhoods shall be 1,000 square feet for detached dwellings units and 800 square feet for attached dwellings units. Minimum lot size, width and setbacks for detached, single-family, homes will be determined during the concept plan approval process by the City.

High Density Residential (HDR)

Four areas of High Density Residential housing are proposed. The housing density within these neighborhoods is expected to include 9.1 to 15 units per acre and as such will provide a transition or buffer to lower density housing or less intense uses.

Appropriate housing within the HDR areas include both town homes and condominiums, however, unbroken sequences of identical buildings shall be avoided. Additionally, long expanses of flat, unbroken facades are not permitted. Building types may range from 3 to 6 unit town homes to 12 to 16 unit condominiums. Although detached, single-family homes and twin homes are not anticipated as a significant housing element within this district, these may provide a valuable transition, within these neighborhoods, to lower density housing nearby.

Given the nature of the attached buildings and the general absence of private yard space, the open space design will be critical in making these areas vibrant, viable neighborhoods. Trails and paths within these neighborhoods shall provide convenient access to areas of consolidated open space and shall also connect to regional, multi-use trails.

Parking areas within these neighborhoods shall be designed to compliment the "park-like" nature of the neighborhood. The size of the parking areas shall be limited to create small, segregated clusters. Interruptions to the asphalt shall be made with the introduction of landscaping features and/or decorative paving materials.

The minimum dwelling size shall be 1,000 square feet for detached product and 800 square feet for attached product. Minimum lot size, width and setbacks for detached, single-family, homes will be determined during the concept plan approval process by the City.

Architectural Guidelines
Site Design

As a Master Planned Community, it is the intent of The Villages and these Guidelines to encourage higher quality in site planning and in home construction than is typically found in suburban development. Attractive and more functional streetscapes are a primary goal of these Design Guidelines, and of The Villages in general. Variety and diversity along local streets, avoiding long, straight streets with uniform setbacks and building shapes or facades are methods to accomplish superior design and construction.

Attached Single-Family and Multi-Family Developments

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It is the intent of these Guidelines to raise the quality of site design, and to minimize the increased impacts that can result from higher density developments. Parking, for example, can dominate site design if specific precautions are not taken.

All development plans for attached housing shall be evaluated using the guidelines contained in this section with emphasis on the following criteria.

Attached housing developments shall not be separated by fences. Site design, landscaping and building placement shall blend sites to surrounding uses and roads without physical barriers.

Parking shall not line the development perimeter. Parking courts that are scattered throughout the development are the preferred means of providing parking when parking is not in individual garages. Large expanses of continuous parking lots or parking fields are prohibited.

The principal vehicular access into a multi-family, attached housing project shall be through an entry drive rather than a parking aisle. Colored, textured paving treatments and significant entrance features are required.

Minimal parking between the building and an adjacent road is permitted but such parking must be screened with landscaping and berming.

Building setbacks will be determined as a part of the site plan approval, however, setbacks and building placement shall vary to discourage a monotonous site plan.

appropriate entry into Attached Single-Family development

Open space shall be used to enhance the appearance of the development from surrounding streets and it shall be designed for functional use for the residents within the development.

Each multi-family development with 10 or more units shall include appropriate amenities for the residents of the development. Because each development will be different, the amenities required are likely to be different. The amount of amenities required shall be in proportion to the proposed number of units in the development. The following amenities shall be provided according to the development size or comparable equivalent amenities as recommended by the Planning Commission and approved by the City Council:

1. Developments with 10 to 30 units shall furnish picnic areas with tables and barbecue areas, a sport court of at least 500 sq. ft., and a playground complete with equipment.
2. Developments with 30 to 50 units shall furnish picnic areas with tables and barbecue areas, a sport court of at

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least 500 sq. ft., and two playgrounds complete with equipment.

3. Developments with 50 to 100 units shall furnish picnic areas with tables and barbecue areas, a sport court of at least 500 sq. ft., two playgrounds complete with equipment and a club house used for gatherings of residents not less than 750 sq. ft complete with restrooms.

appropriate playground equipment

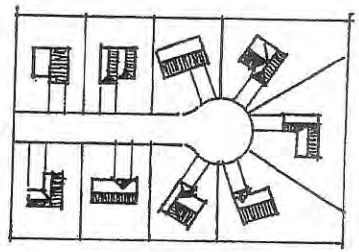
4. Developments with more than 100 units shall furnish picnic areas with tables and barbecue areas, a sport court of at least 500 sq. ft., three playgrounds complete with equipment, a club house used for gatherings of residents not less than 750 sq. ft complete with restrooms, and either a regulation size tennis court or subsurface swimming pool not less than 800 sq. ft. in size.

Detached, Single-Family Developments

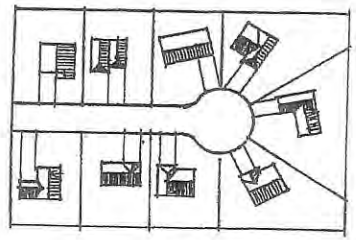
All single-family, detached subdivision plans shall be evaluated using the guidelines contained in this section with emphasis on the following criteria.

Placement of dwelling unit on the lot shall allow for varied setbacks both from front to rear and from side to side.

Placement and orientation of garages shall be varied.



typical - inappropriate



varied - appropriate

Subdivision design, home placement and home plans shall protect ridgelines with a minimum setback of 20 feet from any ridgeline.

Subdivision design, home placement and home plans shall take views and view corridors into consideration.

Natural features shall be preserved (i.e. riparian corridors, rock outcroppings, 30% slopes). Subdivision design shall work with the natural slope of the land to create more visual interest and to reduce cutting and filling.

Driveway slopes shall not exceed 15%.

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Homes shall be adequately setback from drainage channels so as to minimize the impact on the channel. Solid walls or fences along drainage channels are not permitted.

Specific wall and fence types are defined in this document. Fencing is intended to be unobtrusive unless used as a barrier along arterial or collector roads.

Private lanes and flag lots may be permitted when other alternatives are found to be unsuitable due to site-specific environmental constraints. Common drives are encouraged where they can be used to enhance the streetscape and where they are accompanied by an architectural design prepared for a particular location.

Streets longer than 12 houses without having a bend, break or cross-street are discouraged. The City's block-length requirement of 1,000 must be followed.

The front setback for the occupied portion of the dwelling may be reduced below the required setback for the garage. Variation in front setbacks is encouraged in order to reduce uniformity along the streetscape.

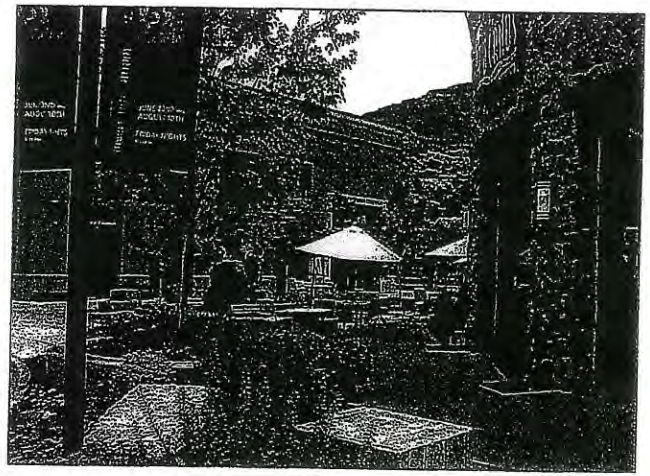
In order to encourage variation in setbacks, varied lot widths is encouraged.

Cul-de-sacs shall provide connections at the end to allow for pedestrian access to open space and to connecting neighborhoods or streets.

Commercial

Eventual commercial development will be located along Redwood Road at the entrances to The Villages at Saratoga Springs. Although the commercial nodes are of sufficient size to accommodate a "big box" anchor tenant, it is intended that standard "strip" commercial design patterns are not desirable. With such a predominate location, the design and architecture of the commercial uses will have a significant influence on the tone and aesthetic value of the community in general. Along with any potential big box user, smaller users and broken parking areas are essential to the successful design of the commercial development.

The site plan shall be designed to encourage pedestrian activity by use of landscaping and outdoor sitting areas. The placement, size and orientations of buildings shall enhance public spaces.



informal gathering space

Twenty percent of the area of all lots must be landscaped. Landscaping must include five percent within the interior portion of the parking lots (excluding edges of the lot outside of paved areas).

Buildings shall be located in recognition of the importance of street corners and street façades.

Pedestrian connections to the surrounding residential development is required.

Parking lots shall be largely hidden from view of the traveling public along Redwood Road. Parking lots shall be placed behind buildings

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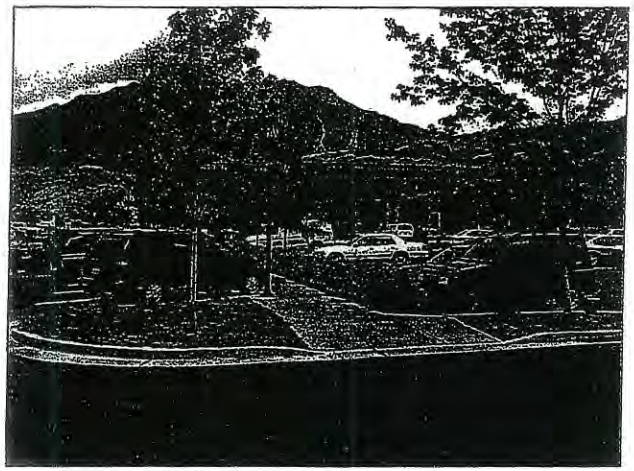
with minimal parking located between the building and Redwood Road. Parking that is located between a building and Redwood Road shall be screened from view with berming and landscaping.

Parking fields of more than 100 spaces are prohibited.

Sharing compatible parking area between adjacent properties or buildings is encouraged to reduce the total amount of paved area.



appropriately designed landscaped island

Reciprocal access between neighboring lots shall be provided when feasible.

Businesses shall be located in buildings smaller than typical "strip commercial" buildings with no more than three to four businesses per building. Larger buildings may be permitted if there is sufficient variation is architecture to appear as a series of small, attached shops. Two-story buildings and mixed uses within the commercial development are encouraged.

Hillside Standards

Maximum Development Elevation. Development shall be prohibited above the 5,350-foot elevation.

Maximum Impervious Material Coverage. The maximum impervious material coverage that shall be allowed upon which single-family dwelling units are located shall be 30 percent of the total lot area or 5,000 square feet, whichever is smaller, including accessory buildings, patios, and driveways; provided, however, that the maximum impervious material coverage may exceed 30 percent or 5,000 square feet upon review and approval by the Planning Commission.

Usable Land. Single-family dwelling units shall be located only upon areas constituting usable land, which area shall be fully contiguous and shall be at least 5,000 square feet in size, and shall have a minimum dimension, either length or width, of 50 feet. Usable land shall be defined as land having a slope of less than 30 percent.

Vegetation and Revegetation. All areas on development sites cleared of natural vegetation in the course of construction shall be replanted with vegetation that has good erosion control characteristics. The use of persons or firms having expertise in the practice of revegetation (i.e., licensed landscape architects or nurserymen) shall supervise the planting and installation of revegetation cover. Vegetation shall only be removed when absolutely necessary, e.g., for construction of buildings, roads and cut or filled areas.

Grading, Cuts, and Fills. Exposed unstable surfaces of an excavation or fill shall not be steeper than one vertical to two horizontal. All permanent fill shall be located so that settlements, slidings, or erosions shall not damage or cover streets, curbs, gutters, sidewalks or buildings. The top and bottom edges of slopes caused by an excavation or fill up to 10 vertical feet shall be at least 3 horizontal feet from the property line or public right-of-way lines. The maximum vertical height of all cuts or fills shall be 15 feet. Fills for slumps or other natural depressions may exceed 15 feet if approved by the Planning Commission. Cuts and fills greater than 15 feet shall have the recommendation of the City Engineer.

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Architecture

It is the intent of these architectural standards to raise the quality of the housing stock within The Villages and to make more efficient the review of proposed dwelling plans. While a wide variety of housing styles and prices are intended for occupancy within The Villages, adherence to the design and architectural standards will create a more aesthetically pleasing, functional and livable community.

It is not the intent of these architectural principals to dictate selected architectural styles. For those specific architectural styles that are chosen, exact duplication of the style is not required, however sufficient loyalty to the style, mass, scale and proportion to be consistent with the chosen architecture is necessary. Individual home plans must have the approval of The Villages Architectural Review Committee (ARC).

Developers and builders are strongly encouraged to establish an architectural theme for their individual neighborhood or development pod. Neighborhood design themes must be approved by the ARC.

Attached Single-Family and Multi-Family Dwellings

Buildings with stacked units shall not have a flat wall plane over 30 feet in length without at least a four-foot break in the plane.

Structures of three to four dwelling units shall maintain a single-family, detached appearance to the greatest extent possible. Instead of units mirroring each other, the dwellings shall be designed so that they have the appearance of a large, single-family dwelling. This can be accomplished by separating the entrance of one unit from the entrance to the adjacent unit, or by utilizing grade changes and roofline variations.

Structures shall be staggered, both vertically and horizontally, between individual units or groups of units, to break up the mass of the building and to create a varying roofline.

Building heights shall not exceed 3 stories, or 35 feet, above grade.

Staggering shall emulate the slope of the site.

Massing is defined as the combination of different architectural forms to create a more diverse and interesting design. Massing shall be employed to create a varied, three-dimensional appearance.

Roofs shall have a slope of no less than 4:12 and no more than 10:12.

Primary ground floor residential entries to attached housing shall orient to streets, not to interior blocks or parking lots. Secondary and upper-floor entries from the interior of a block are acceptable.

Buildings shall demonstrate sufficient relief and rhythm to create visual interest to pedestrians. Long, unbroken facades and box-like buildings shall be avoided.

Attached Single-Family dwellings with appropriate relief

Front porches, bays and balconies are encouraged. In no case shall a façade of a building consist of an unarticulated, blank wall or unbroken series of garage doors.

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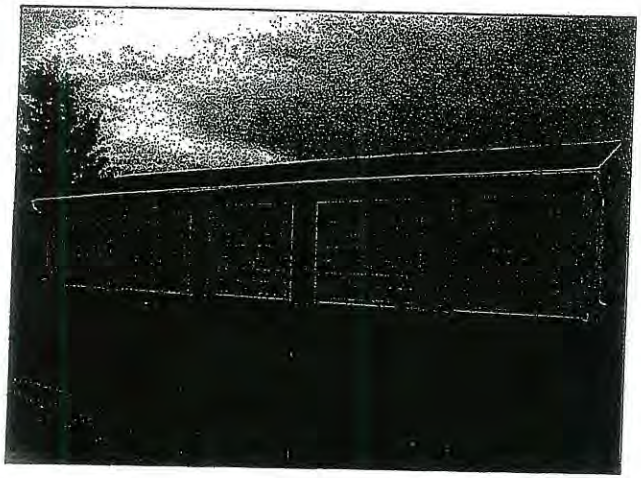
The appearance of garage doors from the street shall be minimized.

Garage doors shall be painted the primary color of the home or housing unit. White garage doors are prohibited unless the primary color of the home is white.

Front-loading garage doors shall be recessed a minimum of eight inches from the face of the garage door wall.



unacceptable garage configuration

Sectional garage doors with decorative panels shall be required.

Stone, brick or stucco must be used on a minimum of 50% of all four elevations.

Materials shall be consistently applied and harmonize with adjacent materials.

Frequent changes of material shall be prohibited.

Material changes shall occur at inside corners or be wrapped a minimum of two feet around a corner.

Roof-mounted mechanical equipment shall be prohibited.

Equipment mounted to the ground shall be screened.

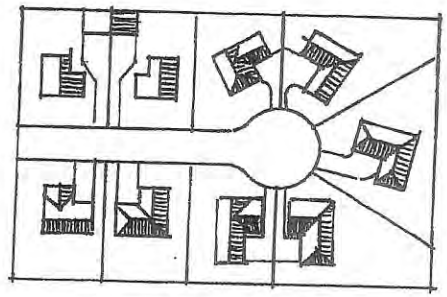
Equipment mounted to the structure shall be architecturally screened.

All architectural screening devices shall be compatible in terms materials, color, shape, and size and shall blend with the building design.

Detached Single-Family

Subdivisions shall offer variety or diversity in front elevations of homes. Identical homes on adjacent lots or directly across the street is not permitted.

Single-family, detached homes shall de-emphasize the garage. Recessing the garage and using side and rear-loading garages is encouraged. Typical front-loading garages and/or garages that extend beyond the front may be used, however, the maximum that a front-loading garage may extend beyond the livable portion of the home is four feet. In order to de-emphasize the garage, front porches are encouraged. Measures should be taken to keep the garage doors from being the dominant feature on the front elevation of homes.



appropriate garage locations

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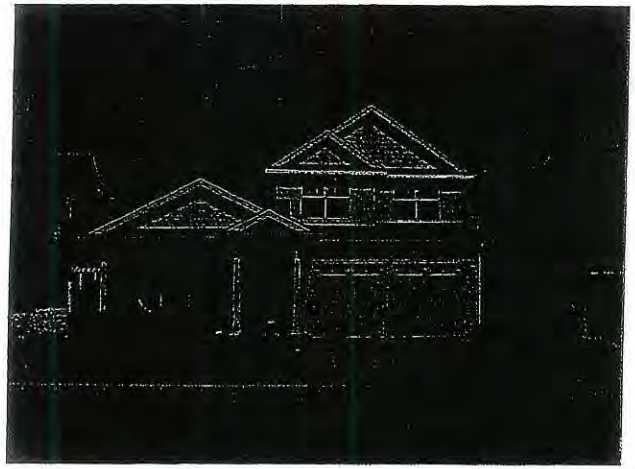
Three-car garages shall have a minimum offset of two feet for one of the bays.

Garage doors must be painted to match the primary color of the home. White doors are only permitted if the primary color of the home is white.



garage painted an appropriate color

Corner lots must have side-loaded garages unless it can be shown that a traffic conflict will result.

Garage setbacks shall be a minimum of 20 feet to allow for driveway parking without overhanging the sidewalk.

The minimum front setback for a dwelling shall be 12 feet including decks, porches or overhangs.

Side-loaded garages shall have sufficient window space on the front elevation to appear as livable space within the home. Windows on the garage must match those used on the front elevation of the home.

Front porches and wrap-around porches are encouraged.

The minimum house size within the Very Low Density Residential neighborhoods is 1,250 square feet for those neighborhoods designated as 3 units per acre and 1,600 square feet for those neighborhoods designated as 2 units per acre.

The minimum house size within the Low Density Residential neighborhoods is 1,250 square feet.

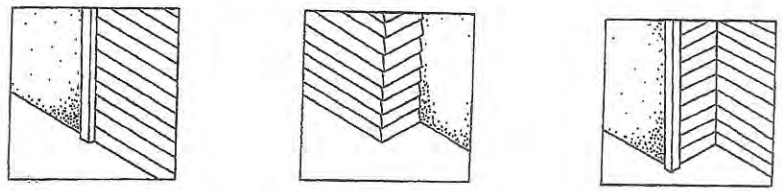
The minimum house size within the Medium Density Residential neighborhoods is 1,000 square feet for detached housing and 800 square feet for attached housing.

The minimum dwelling size within the High Density Residential neighborhoods is 1,000 square feet for detached product and 800 square feet for attached product.

Minimum percentages of exterior materials shall not be required, however, when the primary material of the front elevation is stone, brick or stucco, that material shall be used on a minimum of 15% of the surface area on each of the remaining sides.

Materials shall be consistently applied and harmonize with adjacent materials.

Material changes shall occur at inside corners or be wrapped a minimum of two feet around a corner.



unacceptable acceptable unacceptable

Frequent changes of material shall be prohibited

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Siding dimensions from the front elevation shall be consistent for all elevations.

A minimum of six-inch trim at window heads and four-inch trim at window jambs and sills shall be required.

appropriate window trim

A minimum of four-inch trim shall be required beneath soffits and rake conditions.

A minimum of four-inch corner boards shall be required on both planes at all outside corners.

A skirt board of at least eight inches shall be required at the base of bays and in locations where siding meets foundation.

The maximum width of siding shall be eight inches.

Solar panels shall be integrated into the roof design and consistent with the roof slope. Frames for solar panels shall be colored to match the roof.

All associated mechanical equipment shall be screened from view.

Landscaping

Single-family housing, whether attached or detached shall have front yard landscaping installed within 120 days after the earlier of either substantial completion of the home or occupancy of the home by the owner. A reasonable extension for weather may be granted by the ARC. Front yard landscaping shall include sod or seeded lawn, irrigation and trees and shrubs as specified on the Lot Planting Detail. A Lot Planting Detail is illustrated on page 30.

Commercial Development

A "Country" or "Turn-of-the-Century" architectural theme is required for commercial development within the Villages at Saratoga Springs.

Exterior finish materials that are consistent with the architectural theme are required. For example, stone, brick and wood clapboard siding in configurations consistent with a "Country" or "Turn-of-the-Century" is appropriate.

Stretches of flat or unarticulated façade for 25 feet or more is not acceptable.

The color of structures shall not be overwhelming to neighboring buildings or nearby neighbors.

A base color shall be chosen that will link the entire building. Colors that will tie in signs, ornamentation, awnings and entrances are required.

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appropriate style for commercial development

Muted colors are preferred for the background color of most buildings and brighter, contrasting colors are preferred for accents only (one or two accent colors typically).

Gable roof orientation shall be either parallel or perpendicular to the street. Roofing material shall be wood, metal or asphalt shingles with a minimum 30-year architectural grade. Mediterranean or Spanish-style clay tile roofing is prohibited.

Pole signs are prohibited.

Signage on awnings shall not overpower the awning or building façade.

Signs shall only be located on the first floor level, to enhance the pedestrian-oriented character of the street.

Second story signs may be permitted on a case-by-case basis.

Monument signs are preferred and shall not overpower the building façade or frontage.

Back-lit or "day-glo" signage or lettering is not permitted.

Exterior lights shall not illuminate the entire façade of the building.

Fluorescent lights are prohibited.

No exterior or façade lighting shall be allowed which extends or floods onto adjacent properties or public spaces.

Use shielded, indirect light sources for all exterior lighting.

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Architectural Review Committee

Purpose

The Architectural Review Committee (ARC) shall be established to ensure compliance with the Design Guidelines, as approved and adopted by the City of Saratoga Springs. Although enforceable by the City, the Design Guidelines shall first and foremost be applied by the ARC during home plan review, prior to building permit issuance.

The ARC shall be primarily responsible for maintaining the architectural integrity of The Villages. The ARC shall use the Design Guidelines as the basis of review as individual house plans are submitted for approval. House plans that fail to meet the criteria as outlined in this document shall not be approved.

Committee Organization

Four individuals shall comprise the ARC. At least two members are required to render any decision by the ARC. Members of the ARC shall be appointed by BTS Investments, Inc. Initially, the ARC will be weighted with design professionals, contractors or others within the development and construction industries, however, residents of the City who are not design professionals may also be considered for appointment to the ARC. Although residents who are appointed to the ARC must reside within the City limits, design professionals appointed to the ARC are not required to be residents of Saratoga Springs.

Each member of the ARC shall carry one vote and a simple majority shall rule. The ARC shall elect a chairman and vice chairman who shall serve one-year terms. New elections must be held each year and consecutive terms and chair and vice chair are permissible.

Upon completion all dwellings permitted within The Villages, the presidency of the Master Homeowners' Association shall appoint the members of the Architectural Review Committee after the terms of the sitting members have expired.

Architectural Review Process

The Architectural Review Committee shall render decisions on applications submitted to them within 10 days of submission. Prior to application for a building permit, each home plan must be reviewed and approved by the ARC. The City shall not accept building plans that have not previously been approved by the ARC.

Architectural Review Committee approval shall not constitute City approval for a building permit. A fee of $100 per home plan must be paid to the ARC at the time application is made for building plan review.

To ensure compliance with these Design Guidelines and to receive approval by the ARC, it is recommended that architects and other design professionals be utilized in the preparation of house plans. Application to the ARC shall consist of the following:

a. A site plan, to scale, that illustrates the property lines, setbacks, easements, home location and footprint, driveway location and finished slope, and accessory buildings. If the lot contains slopes in excess of eight percent, cross-section of the driveway, home and finished grading shall accompany the site plan.
b. A landscaping plan showing the location of irrigation systems, types of groundcover, shrubs and trees. This plan shall also include locations and details on any proposed retaining walls and fences.
c. Floor plans of each floor, to scale.
d. Elevations of all sides of the home, to scale.
e. Specifications of all exterior materials to the used on the residence. Samples of exterior materials shall be required for all commercial buildings and may be required for housing, at the discretion of the ARC.
f. A color board or samples illustrating all colors to be used on the exterior of the home may be required, at the discretion of the ARC.

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Architectural Review Committee Approval Process

1. Applicants submit required materials to the Architectural Review Committee manager

2. ARC manager checks submittals for completeness then forwards the submittal to the members of the ARC

3. ARC reviews applications for consistency with the Design Guidelines and basic design principals and approves, denies or continues the application

4. Submittals are then returned to the ARC manager who provides written decisions for applicants, prepares files for approved plans

5. Applicants provide the City with written verification of ARC approval then apply for and obtain a building permit from the City

6. ARC inspector receives files for approved applications from the ARC manager, inspects homes for compliance with approved plans, provides written verification of inspection results

7. Applicants provide the City with written verification of passed inspection, request certificate of occupancy in conformity with the City's building inspection process

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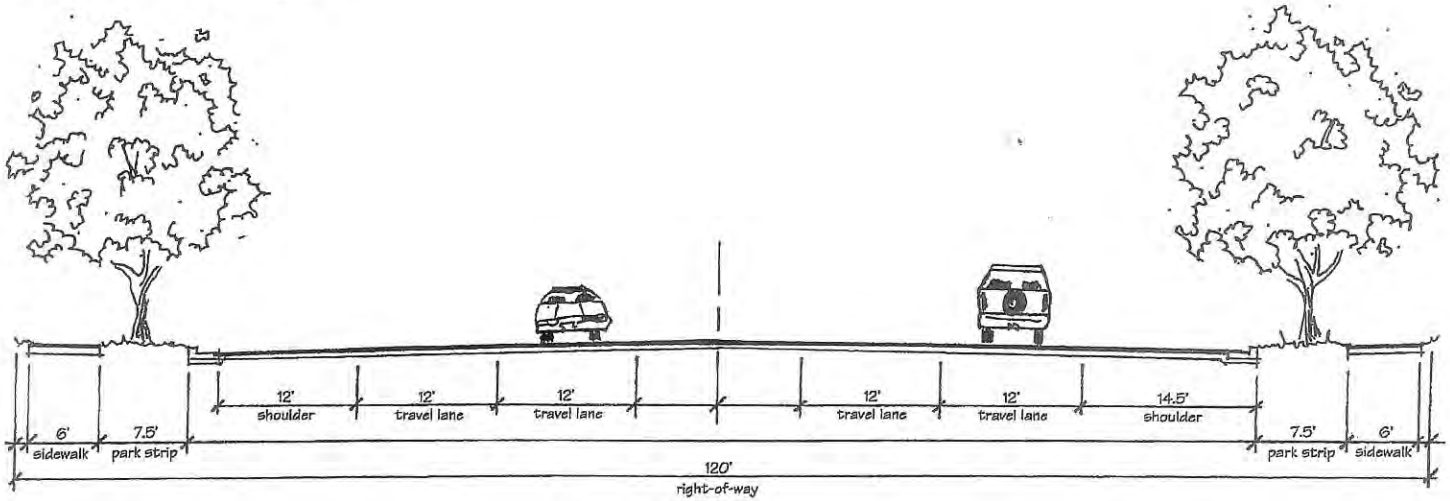
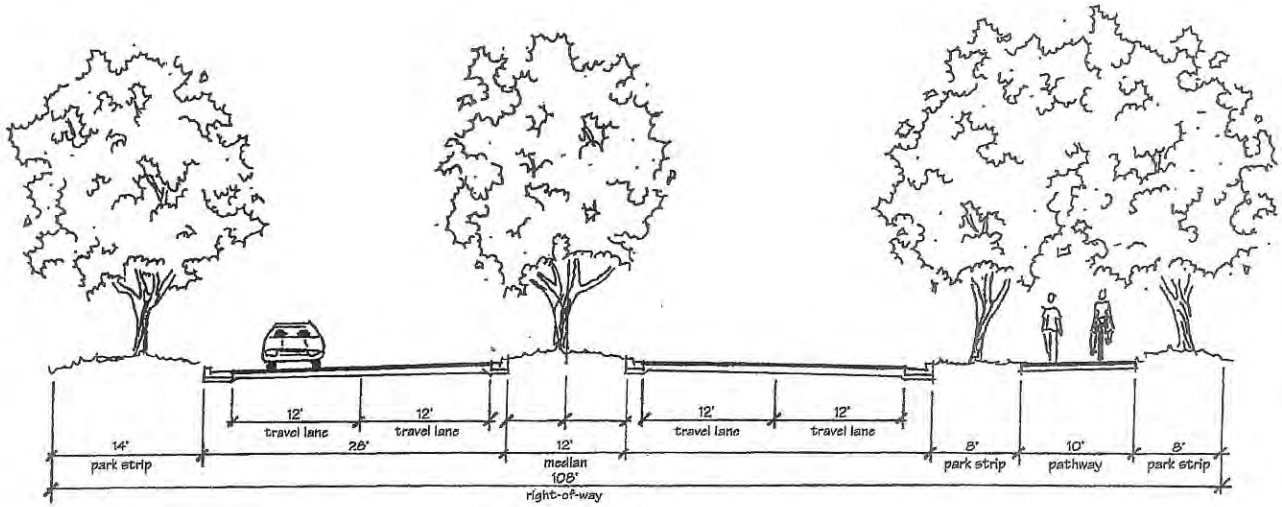
Transportation Corridor Designs



Arterial



Major Collector

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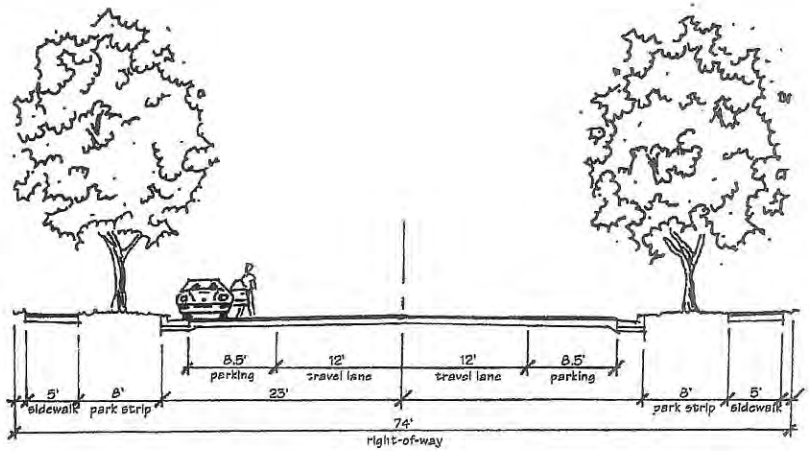
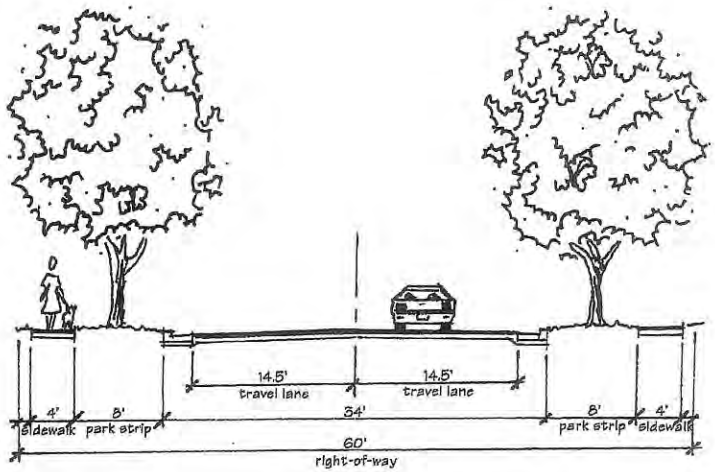


Neighborhood Collector Road



Local Road

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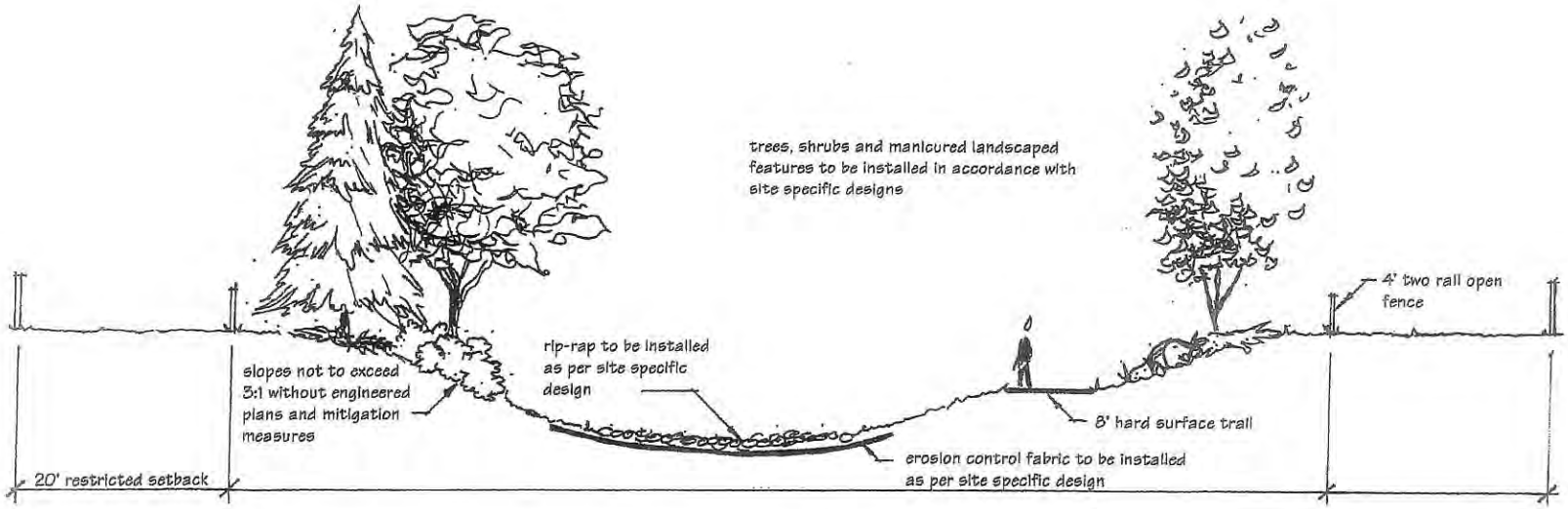
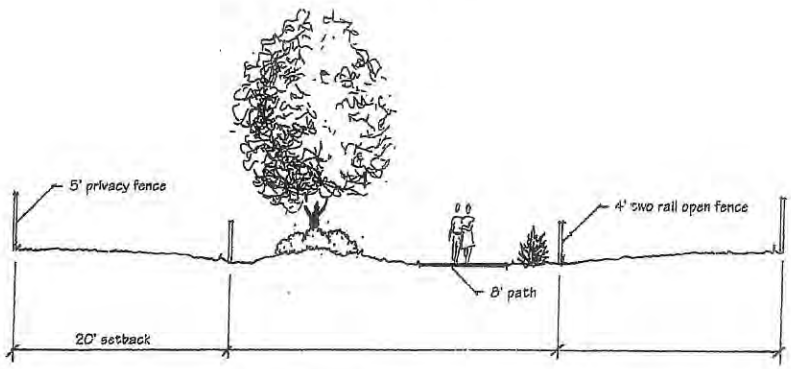


Regional Open Space Corridor



Neighborhood Open Space Corridor

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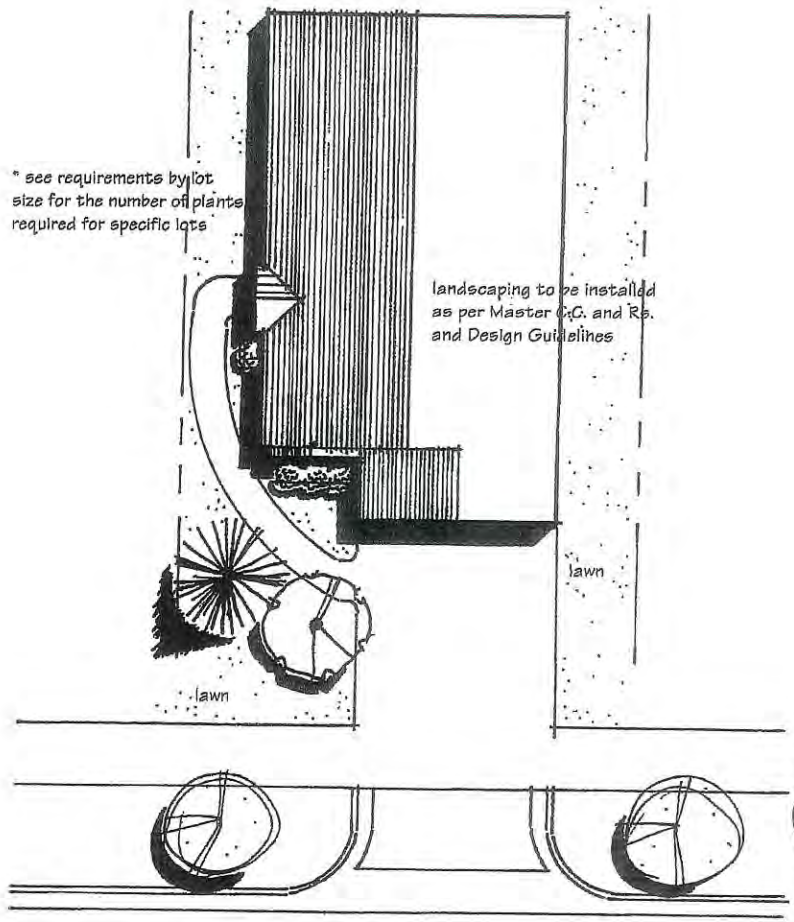
Landscape Plan - Detached, Single-Family Typical

Botanical Name	Common Name	Size
Evergreen Trees		
Abies Concolor	White Fir	7'-8'
Picea Glauca	Colorado Spruce	7'-8'
Pinub Nigra	Austrian Pine	7'-8'
Deciduous Trees		
Acer Rubrum	Red Sunset Maple	1 ½" caliper
Praxinus Pennsylvanica	Palmore Ash	1 ½" caliper
Cercis Canaensis Tilia Cord.	Littleleaf Lindon	1 ½" caliper
Pyrus Callendryana	Chanticlear Pear	1 ½" caliper
Evergreen Shrubs		
Juniperus Chinensus	Sea Green Juniper	5 gallon
Mahonia Aojfolium	Compact Oregon Grape	5 gallon
Prunus Laurocerasus	Otto	5 gallon
Taxus Media	Dark Green Spreading	5 gallon
Deciduous Shrubs		
Small (less than 4")		
Berberos Thunbergii	Redleaf	5 gallon
Euonymus Alatas	Dwarf Burning Bush	5 gallon
Ribes Alpinum	Alpine Current	5 gallon
Spiraea Bumalda	Anthony	5 gallon
Syrngia Vilutina	Lilac	5 gallon
Large (greater than 4")		
Acer Ginnala	Asur Maple	5 gallon
Cornus Sericea	Bailey Red - Twig Dogwood	5 gallon
Ligustrum Vicaryi	Golden Privet	5 gallon
Hibiscus Syrcus	Rose of Sharon	5 gallon
Roba Rugoba	Hardy Shrub Rose	5 gallon



Requirements by Lot Size

less than 6,000 sq. ft.	2 trees (deciduous or evergreen) and 4 shrubs
6,000 to 10,000 sq. ft.	3 trees (deciduous or evergreen) and 5 shrubs
greater than 10,000 sq. ft.	5 trees (deciduous or evergreen) and 7 shrubs

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EXHIBIT "N"

Exhibit "N"- Villages at Saratoga Springs (Fox Hollow) Subdivision Punch List Items

Exhibit "N"

Villages at Saratoga Springs (Fox Hollow) Subdivision Punch List Items

N-11

Fox Hollow N-11, Detention Basin Landscape- Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Complete all detention basin improvements as per sheet L-3 • Install trash grates and rip rap on the storm drain flared end section as per City Standards and Specifications. • Install a 4.28" orifice plate in the detention basin overflow box. • Certify that the volume in the detention basin is as planned (see sheet #L-3).
2	Complete all landscape improvements as shown on sheet L-3 of the approved plans. • Install all required irrigation as per sheet I-3. • Plant all required trees, shrubs, and native seed as per sheets L-3, I-3, and L-9 of the approved plans.
3	Complete the asphalt path at the top of the detention basin as shown on pages L-3 and of the approved plans (detail B/L-6). • Remove and replace damaged areas of asphalt trail. • Provide shouldering to the asphalt trail. • Install trash grates and rip rap on the storm drain flared end sections as per City Standards and Specifications.
4	Provide new SWPPP for all new construction.

Fox Hollow N-11, Park - Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Install all park amenities as seen on sheet L-4 and L-5 of the approved plans, Including: • Install the yard hydrant and drinking fountain as per sheet L-5 of the approved plans. • Install a trash receptacle as per sheet L-4 and L-5 of the approved plans. • Install the aluminum trellis at the northeast side of the park (see detail on sheet L-7) • Construct rock sitting wall at northeast side of the aluminum trellis (see detail on sheet L-7) • Complete the concrete and flagstone trail at the northeast side of the park. • Install the park sign at the northeast corner of the park (see sheet L-8) • Install the three round picnic tables, two rectangular picnic tables, and three benches as shown on sheet L-5. • Install the volleyball posts and nets as per sheet L-5 of the approved plans.
2	Install ADA ramp into the playground (Preserves Park)
3	Complete the six foot semi-private vinyl fence with mow strip along the west side of the park as per sheet L-4 (see the detail on sheet L-6)
4	Place colored concrete in the area under and around the pavilion (see sheet L-5, #14)
5	Finish neighborhood sign at the corner of Swainson and Wildlife
6	Finish the grass and irrigation for the park strip on the east side of Swainson and Wildlife
7	Finish the missing section of sidewalk at the corner of Swainson and Wildlife Blvd
8	Provide new SWPPP for all new construction

Fox Hollow N-11, Trailhead Park Landscape - Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Complete all improvements as per sheet L-3. • Complete the asphalt pedestrian trail at the west of the detention basin. • Construct rock retaining wall as per sheet L-3 of the approved plans. • Install all required irrigation as per sheet L-3 • Complete all landscaping as shown on sheet L-3 of the approved plans including: plant all trees, shrubs, and turf as required at the trailhead as per the approved plans (see Sheets L-9 and L-3) • Install the colored asphalt at the trailhead park, west of the detention basin (L-3, item code 4) • Install three benches at the trailhead park. • Install the vinyl fence with mow strip as shown on sheet L-3 in the approved plans (see detail K/L-6). • Complete the concrete path as shown on pages L-3 and of the approved plans (detail B/L-6)
2	Provide new SWPPP for all new construction.

Fox Hollow N-11, Phase 1 Drainage Open Space Landscape - Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Complete all landscape improvements as shown on sheet L-3 of the approved plans. • Install all required irrigation as per sheet I-3. • Plant all trees, shrubs, and native seed as required in the open space as per sheets L-3 and L-9 and the approved plans. • Install rock check dams as per the approved plans (sheet L-3).
2	Complete the asphalt pedestrian trail and all related improvements. • Complete the pedestrian trail bridges, including the concrete wing walls (see sheet L-11). • Remove and replace all damaged areas of asphalt trail. • Provide shouldering to the asphalt trail.
3	Install the vinyl fence with mow strip as per sheet L-3 (see detail G/L-6, K/L-6)
4	Install trash grates and rip rap on the storm drain flared end sections as per City Standards. • At the both sides of Swainson Ave. • At the drainage basin.
5	Complete the pedestrian trail corridors with concrete paths as shown on pages L-3, I-1, I-3, and of the approved plans (detail B/L-6). • Install the vinyl fence with mow strip as per sheet L-3 (see detail G/L-6, K/L-6). • Install 8' concrete walk (see detail B/L-6). • Install required irrigation as per sheet I-3. • Plant all shrubs, trees and plants required by sheets L-3 and L-9. • Place mulch as per sheet L-9.
6	Provide new SWPPP for all new construction.

N-1

Fox Hollow N-1, Phase 3-6 Drainage Open Space - Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Complete each of the pedestrian trail corridors and all required improvements including: • Complete all vinyl fencing with mow strip as per sheet L-1, L-2, and LP-5 of the approved plans (see sheet I/L-9). • Place landscape fabric and rock mulch as per sheet L-6. • Install required irrigation as per sheet L-6 of the approve plans. • Plant all trees, shrubs, and plants as per sheet L-6, and L-2. • Install 6' aluminum bench with a concrete mounting pad.
2	Complete all required improvements to the drainage swale including: • Install the culvert/bridge(s) as per the approved plans. • Complete all vinyl fencing as per sheet L-1 and L-2 of the approved plans (see sheet I/L-9) • Plant all trees, shrubs, and plants as per sheet L-6 and L-2. • Complete the asphalt trail at the north side of the park and through the drainage swale. • Complete all vinyl fencing with mow strip as per sheet L-1 and L-2 of the approved plans (see sheet I/L-9). • Install required irrigation as per sheet L-6 of the approve plans.
3	Install 2-rail fence on Day Lily and Fox Point (L-1)
4	Plantings in drainage swale in phase 2 and 3 (LP-1 Fox Hollow Landscape Construction Plans)
5	Complete missing 2-rail fence at the wash near the transformer box (LP-4)
6	Complete missing 2-rail fence on the east side of Day Lily by the trail (LP-4)
7	Install Fox Hollow sign on Day Lily (LP-1 Fox Hollow Landscape Construction Plans)
8	Provide new SWPPP for all new construction.

N-3

Fox Hollow N-3, Phase A Park- Punchlist to Complete

ITEM #	DESCRIPTION OF CORRECTION/REPAIR/REPLACEMENT
1	Install all park amenities as seen on sheet L-8 of the approved plans including: • Install the yard hydrant and drinking fountain as per sheet L-1 of the approved plans. • Install two benches as per sheet L-1 of the approved plans. • Install a trash receptacle as per sheet L-1 of the approved plans. • Install the bollard lighting in the park (see sheet L-8) • Install the twin head luminaries overhead light as per sheet L-8 of the approved plans. • Complete all vinyl fencing as per sheet L-1 and L-2 of the approved plans (see sheet I/L-9) • Place concrete at the base of the pavilion posts. • Install the missing panels on the play structure • Provide a new tree ring north of the park playground. • Complete the mow curb at the northeast side of the shrub bed.

2	Install 3 6′ picnic tables for pavilion (L-1 Fox Hollow Park)
3	Install 3′ safety rail/fencing around the retaining wall by the playground (L-1 Fox Hollow Park)
4	Install ADA ramp into the playground (L-1 Fox Hollow Park)
5	Complete each of the trail corridors and all required improvements. • Complete all vinyl fencing with mow strip as per sheet L-1 and L-2 of the approved plans (see sheet I/L-9). • Place landscape fabric and rock mulch as per sheet L-6. • Install required irrigation as per sheet L-6 of the approve plans. • Plant all trees and shrubs, as per sheet L-6 and L-2.
6	Change semi-private 4′ fencing to 6′ fencing on public walkway (L-1 Fox Hollow Park)
7	Provide new SWPPP for all new construction.