

MASTER DEVELOPMENT AGREEMENT

for

The Villages at Saratoga Springs Master Planned Community

THIS MASTER DEVELOPMENT PLAN AGREEMENT (this "Agreement") is entered into effective as of March 26, 2002 by and between THE CITY OF SARATOGA SPRINGS ("City") and THE VILLAGES AT SARATOGA SPRINGS, L.C. or assigns ("VSS").

RECITALS:

- A. Developer owns or has contract rights to purchase the land herein described, which is located within the City ("Developer's Land") ("Exhibit A"), and Developer desires to develop Developer's Land in accordance with the Master Development Plan hereinafter set out (the "Development").
- B. Developer has proposed a Master Development Plan for the Development, which has been or is being reviewed and approved by the City's Planning Commission and City Council concurrent with this Agreement.
- C. This Agreement is being entered into by City and Developer to set out further Developer's rights and obligations with respect to the Development pursuant to Master Development Plan, City's ordinances, guidelines and policies.
- D. Developer acknowledges that City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to densities and uses as hereinafter set out in exchange for Developer's Commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, terms and conditions hereinafter set out as well as the consideration set forth in the Recitals, the parties hereby agree as follows:

1. DESCRIPTION OF DEVELOPER'S LAND AND MASTER DEVELOPMENT PLAN

- 1.1. Legal Description of Developer's Land. The legal description of Developer's Land which is covered by this Agreement and the Master Development Plan is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this references as are all other Exhibits referenced in this Agreement. No property may be added to this Agreement or the Master Development Plan except

by written amendment of this Agreement upon approval by the Planning Commission and City Council in accordance with City's ordinances, policies and guidelines in effect at the time of such amendment.

- 1.2. Master Development Plan. The Master Development Plan approved by City concurrent with this Agreement provides for the proposed development of not more than 3,230 residential units, including single-family attached, single family detached, condominiums, apartments, City homes, twin homes, etc., (see Exhibit B) consisting of units generally described as multi-family units, and certain commercial and/or other uses in multiple phases as depicted in the Master Development Plan attached hereto as Exhibit B-1. The Master Development Plan sets out the approximate configurations, uses and densities for the Development as well as the location of roads, parks and other public, quasi-public and private facilities to be constructed on Developer's Land. The phasing of the Development shall be as provided in the Master Development Plan and this Agreement.
- 1.3. Specific Design Guidelines. In addition to the requirements of the Master Development Plan, all development and construction on Developer's Land shall be in compliance with and consistent with the Design Guidelines set forth in Exhibit C and said Design Guidelines are incorporated into this Agreement by this reference.

2. ACTIONS AND APPROVALS BY CITY

- 2.1. General Plan Map and Zoning. The Planning Commission has recommended, after appropriate notice and hearings, that the General Plan Map be amended and that Developer's Land be rezoned R-1/C. The City Council heretofore, or concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the amendment of the General Plan Map for the City and the rezoning of Developer's Land so that such land is hereafter zoned R-1/C. In approving this Agreement and the Master Development Plan attached to and incorporated in this Agreement, the Planning Commission and City Council have determined that the uses and densities provided in the Master Development Plan are consistent with and are in accordance with the General Plan Map for City and the zoning of Developer's Land. The Master Development Agreement shall have full force and effect regarding Developer's Land.
- 2.2. PUD Approval. Development in accordance with the Master Development Plan necessitates and is based upon approval of a Planned Unit Development ("PUD") overlay zone for Developer's Land. The Planning Commission has recommended, after appropriate notice and hearings, that the PUD overlay zone be approved for Developer's Land as reflected in the Master Development Plan and the Design Guidelines attached to and incorporated into this Agreement as well as the terms, conditions and requirements of this Agreement. The City Council concurrent with the approval of this Agreement, upon the

recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the PUD overlay zone for Developer's Land. The City Council has determined as a condition of approval of the PUD overlay zone, upon the recommendation of the Planning Commission, that the open space required for the PUD overlay zone should be reduced to 25 percent as provided in the Master Development Plan and as allowed by the City's Development Code. The Planning Commission and City Council have determined that reducing the open space to 25 percent will result in a more attractive development, will allow for larger and/or better open space facilities or amenities and will better utilize the property covered by the PUD. The City Council has also determined as a condition of approval of the PUD overlay zone, upon the recommendation of the Planning Commission, that the sensitive lands (steep slopes) covered by the master Development Plan shall qualify as open space as allowed by and subject to the limitations imposed by City's Development Code. The uses, densities, location, siting, Design Guidelines and number of residential units and/or other approved development reflect all variances and density bonuses and incentives agreed to as part of the approval of the PUD overlay zone for Developer's Land. Such approval is based upon strict compliance by Developer and/or its successors with this Agreement and the Master Development Plan and Design Guidelines incorporated in this Agreement.

- 2.3. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Guidelines attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council hereby approves the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Guidelines and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.
- 2.4. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to develop Developer's Land in the manner provided in the approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Land-Use Plan Approval for the uses and densities shown in the Master Development Plan. Developer shall be required to apply for and obtain approval for each "Neighborhood", as provided in Section 2.4.1 of this agreement and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided herein, the requirements of this Agreement, the Master Development Plan and the Design Guidelines shall be in addition to and not in lieu of the requirements of the City Development Code and

the City's other ordinances, regulations and guidelines. Developers vested right of development of Developer's Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Design Standards and other Exhibits attached to this Agreement.

2.4.1. Rights and Obligations under Master Development Plan-Neighborhood Development Plans. The Master Development Plan sets out designated "Neighborhoods" with the total acreage and total number of units for each Neighborhood based upon the specified number of units per acre in that Neighborhood. This Agreement specifies the amount of open space that must be included in each Neighborhood in addition to the open space areas designated in the Master Development Plan. Prior to approval of any development in a Neighborhood, Developer shall obtain concept plan approval of development plans for the "Neighborhood" ("Neighborhood Development Plan") in the manner provided for in Exhibit B-3 to this Agreement. Neighborhood Development Plans shall be reviewed and approved based upon the standards, conditions and terms set out in the Master Plan and this Agreement, including, in particular, the Design Guidelines, as well as the standards set out for approval of Neighborhood Development Plans in Exhibit B-3. Developer shall be entitled to the total number of units specified in the Master Development Plan for a Neighborhood, to which this condition applies, so long as Developer can establish to the reasonable satisfaction of the Planning Commission and the City Council that those units can be appropriately developed pursuant to the standards, conditions and terms of this Agreement. None of the open space requirements or other standards, terms or conditions of the Master Development Plan or this Agreement shall be waived or modified in order to allow for the total number of units provided for in the Master Development Plan for that Neighborhood. In the event that the total number of units provided for in the Master Development Plan for a Neighborhood cannot be reasonably approved in said Neighborhood, subject to this provision, Developer shall have no right to have such unused units transferred to another Neighborhood or otherwise have those units utilized under the Master Development Plan or this Agreement, without subsequent City Council Approval and amendment of this Agreement. Developer shall not be allowed to develop more units in a Neighborhood than specified for that Neighborhood in the Master Development Plan. Upon approval of a Neighborhood Development Plan, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in that Neighborhood in the manner provided in the approved Neighborhood Development Plan, the Master Development Plan and this Agreement. The Neighborhood Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Neighborhood Development Plan. Developer shall be required to apply for and obtain approval for each

subdivision and/or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Neighborhood Development Plan, the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Neighborhood Development Plan shall be in addition to and not in lieu of the requirements of the City Development Code and City's other ordinances, regulations and guidelines. Developer's vested right of Development of Developer's land pursuant to this Agreement, the Master Development Plan and approved Neighborhood Development Plans is expressly subject to and based upon strict compliance and performance by Developer of all the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Neighborhood Development Plan, the Design Guidelines and other Exhibits attached to this Agreement.

- 2.5 Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the City Council 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 the City Council to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in paragraph 2.4 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting vested rights of Developer under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the development of Developer's Land under the compelling, countervailing public exception to the vested rights doctrine.

3. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1 Compliance with Water Utilities Ordinance.

- 3.1.1 Water Rights for Development. Developer shall convey to City water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with City's Water Utility Ordinance. Such water rights for culinary water requirements must be approved for municipal or domestic uses with approved sources from a well or wells at location(s) approved by City. Water rights for secondary water requirements must be approved for municipal, domestic and/or irrigation uses with approved sources from well(s) or other sources approved by City. Prior to acceptance of the water rights that developer proposes to convey to City, City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to

be insufficient in annual quantity or rate of flow or which has not been approved for change to municipal purposes within City by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to City, City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the State Engineer. Developer shall reimburse City for the reasonable costs of City's consultants to review the water rights proposed for conveyance to City. If not previously so approved, City will require an approved application for the change of use and/or change of point of diversion to a source approved by City, as applicable, with the State Engineer in order to quantify and verify the water rights prior to final plat approval for any development to be served by said water rights. In the event such applications are filed in City's name, City may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Developer shall reimburse the City for the fees of such consultants. The water rights that Developer proposes to convey to the City, as well as the arrangements for review and approval of such water rights are set out in Exhibit D-1 to this Agreement

3.1.2 Water Facilities for Development. Developer shall convey to City water facilities or water facilities capacities, including water sources and storage and distribution facilities sufficient for the development of Developer's Land as approved in the Master Development Plan in accordance with City's Water Utilities Ordinance. The agreed arrangement between Developer and City for compliance with this requirement are set out in Exhibit D-2 to this Agreement.

3.2 Other Improvements and Infrastructure.

3.2.1 Sewer. Sewer service to the Development shall be provided by City in accordance with the ordinances and rules and regulations of City and Timpanogos Special Service District. ("Timpanogos"). Developer shall install all sewer lines within said development, as well as any off-site sewer lines or other improvements to be constructed or otherwise provided by Developer as set out in Exhibit E-1 to this Agreement, in accordance with the ordinances, rules and regulations of City and as directed by the City Engineer. The phasing of the construction and completion of such off-site sewer lines and necessary improvements shall be as provided in Exhibit E-1 to this Agreement. The construction of necessary on-site sewer lines and any off-site sewer improvements to be provided by Developer shall be completed and approved and accepted by City prior to City being required to provide sewer service to such developments.

3.2.2 Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any off-site storm drain improvements to be constructed by Developer as set out in

Exhibit E-2 to this Agreement in accordance with the ordinances and rules and regulations of City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall be as provided in Exhibit E-2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by City as provided in Exhibit E-2.

- 3.2.3 Roads. All roads to be completed on or to provide access and other needs resulting from the development of Developer's Land in accordance with the Master Development Plan shall be constructed as set out in Exhibit E-3 to this Agreement, in accordance with the ordinances and rules and regulations of City and as directed by the City Engineer. The phasing of the construction and completion of offsite road and/or roads serving more than one phase or subdivision covered by the Master Development Plan shall be as provided in Exhibit E-3 to this Agreement. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivisions or phase of development. All roads to be maintained by the Owner's Association shall be dedicated and conveyed to the Owner's Association upon recording of each final subdivision plat for roads covered by each subdivision plat and/or in accordance with the schedule set out in Exhibit E-3 to this Agreement. All roads to be dedicated to City shall be dedicated to the City upon recording of each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer in accordance with the schedule set out in Exhibit E-3 to this Agreement.
- 3.2.4 Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of Developer's Land as set out in the Master Development Plan shall be conveyed to the Owners' Association in accordance with the schedule set out in Exhibit E-4 to this Agreement. Financial arrangements for constructing, maintaining and operating improvements to the parks and open space to be owned by the Owner's Association are set out in Exhibit E-4 to this Agreement. All parks and open space not dedicated to the exclusive use of the residents of Developer's Land shall be dedicated and conveyed to City or to an appropriate legal entity designated by City to assure the long-term preservation of the same in accordance with the schedule set out in Exhibit E-4 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to City shall be bonded as set out in Exhibit E-4 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of such parks and open space for two years after acceptance of the improvements by City.
- 3.2.5 Street Lighting SID. Developer's Land may be added to the City's Street Lighting Special Improvements District ("Lighting SID") for the maintenance of the street lighting. The addition of Developer's Land will

be with the consent of the Developer after the City Council finds that inclusion of the lots in the subdivision on Developer's Land will not adversely affect the owners of properties already within the Lighting SID. Developer's consent to Developer's Land being included in the Lighting SID will be a condition to final plat approval for the subdivision of Developer's Land. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer will be required to install as part of the subdivision improvements required by the City.

- 3.3 Capacity Reservations. Any reservations by City of capacities in any facilities built or otherwise provided to City by or for Developer shall be for development covered by the Master Development Plan as provided in Exhibit F to this Agreement. All capacity reservations for development covered by the Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, City may make such capacities available for use by other development within City that can use such capacities and, in such event, Developer shall be reimbursed for such capacities used by others on the basis set out in Exhibit F to this Agreement.
- 3.4 Title-Easement for Improvements. Developer shall acquire and shall dedicate and/or convey to City all land, rights-of-way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall approve the alignment of all roads and utility lines and shall approve all descriptions of the land, right-of-way and easements to be acquired and/or dedicated and conveyed to City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights-of-way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights-of-way and easements and to convey and dedicated the same to City and/or the Home Owners' Association.
- 3.5 Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety shall be imposed on all subdivision lots, commercial or residential, within the Development in accordance with the City's Impact Fee Ordinance and shall be paid by building permit applicant prior to the issuance of the pertinent building permit. Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer. Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G. City may issue certificates for such impact fee credits to Developer.
- 3.6 Sewer Fees. Timpanogos 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 Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees 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 the Master Development Plan.

- 3.7 Other Fees. City may charge other fees that are generally applicable, including but not limited to standard subdivision, site plan and building permit review fees for improvements to be constructed pursuant to the Master Development Plan.

4. PHASING AND TIMING OF DEVELOPMENT – TERM OF AGREEMENT – DEFAULT

- 4.1 Phasing and Timing of Development. The phasing and timing of the Development Plan shall be as provided in the Phasing Plan to the Master Development Plan attached as Exhibit B-2 to this Agreement (the “Phasing Schedule”). Developer may apply to City for an amendment of the Phasing Schedule and City Council shall approve any amendment of the Phasing Schedule that shall not unreasonably adversely impact public interest or other development after the Planning Commission has reviewed such requested amendment and has made its recommendation to the City Council. Any failure of Developer to comply with the Phasing Schedule that shall continue for more than six month may result in the City Council terminating the Master Development Plan and this Agreement as to phases (Neighborhoods) for which a subdivision or site plan has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendation to the City Council.
- 4.2 Term of Agreement. The term of this Agreement shall commence on the effective date of the Ordinance approving this Agreement and shall continue for a period of 10 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 and all capacity reservations for 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 shall terminate at 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 Developer have been met.
- 4.3 Default – Remedies. If either party believes the other party to be in breach of any material term, event or condition of this Agreement, said party shall give the defaulting party 30 days written notice specifying the nature of the alleged default

and, when appropriate, the manner in which said default must be satisfactorily cured. After proper notice and expiration of said 30-day cure period, the non-defaulting party shall be entitled to all rights and remedies provided in this Agreement or available at law and in equity, including injunctive relief, specific performance and/or damages, including but not limited to, its reasonable attorney's fees and costs. In addition, if City believes Developer to be in breach of this Agreement or any approval or agreement covering the Development covered by this Agreement, City may, after notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights under this Agreement or any other agreement related to this Agreement until such default is cured. Any failure to meet the phasing schedule that results from City's refusal to grant additional approvals as a result of breaches by Developer shall not excuse Developer from complying with the Phasing Schedule and may result in City terminating this Agreement as provided in Section 4.1.

5. GENERAL TERMS AND CONDITIONS.

- 5.1 Agreement to Run with the Land. This Agreement shall be recorded against Developer's Land as described in Exhibit A hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in ownership of Developer's Land.
- 5.2 Assignment. Any transfer of lots in recorded subdivisions shall not require the approval by City. Developer shall be entitled to transfer any portion of Developer's Land subject to the terms and conditions of this Agreement upon written notice to and written consent of City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy City that such transferee has the ability and resources to meet the obligations of this Agreement as to the land being transferred. In the event of any transfer of less than all of Developer's Land, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Developer shall remain responsible for all obligations under this Agreement with respect to the remainder of Developer's land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by City.
- 5.3 Notice. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission, first class mail or express mail, addressed as follows:

To City: City of Saratoga Springs
 Attention: City Manager
 2015 South Redwood Road
 Saratoga Springs, UT 84043
 Fax: (801) 766-9794

With Copy to: Richard G. Allen

City Attorney
 P.O. Box 254
 Lehi, UT 84043
 Fax: (801) 756-4052

To Developer: The Villages at Saratoga Springs, L.C.
 Attention: Curtis H. Wolthuis
 1442 East 820 North
 Orem, UT 84097
 Fax: (801) 437-0801

or at such other address as any party may designate by written notice to the other party as herein provided. Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received after normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly address and postage prepaid.

- 5.4 Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.
- 5.5 Entire Agreement. This Agreement, the exhibits hereto, and the instruments and documents referred to herein set forth the entire agreement between City and Developer and supersedes all prior negotiations, dealings, and agreements by the parties, as to the matters herein addressed.
- 5.6 Cable Television. The City agrees to grant to VSS. of Orem, Utah, or its assigns, a franchise to provide cable television services” to the property included under this Agreement subject to the franchise and all operations thereunder being governed by the Federal Telecommunications Act as amended and by other applicable state and City regulations.
- 5.7 Relationship of Parties – No Third Party Beneficiaries. The contractual relationship between City and Developer arising under 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: (a) the development of Developer’s Land under this Agreement and the Master Development Plan is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements pursuant to the terms of this Agreement or in connection with final subdivision plat or site plan approval; and (c) Developer shall have full power over and exclusive control of Developer’s Land subject to the obligations of Developer under this Agreement.

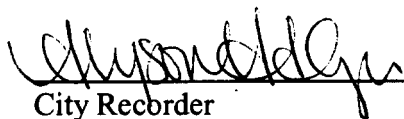
- 5.8 Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- 5.9 Time. Time is of the essence of this Agreement
- 5.10 Rights of Access. The City Engineer and other Representatives of the City shall have reasonable right to have access to Developer's Land and all development pursuant to the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspection and tests as are allowed or required under the City's ordinances.
- 5.11 Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also 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 this Agreement shall remain in full force and effect. The section headings and number are of convenience only and are not to be used to construe or interpret the provisions of this Agreement.
- 5.12 Survival of Developer's Obligations. Developer's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all off-site or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval.

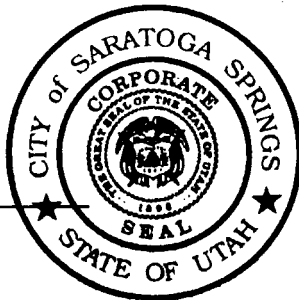
IN WITNESS WHEREOF, this Agreement has been executed by the City of Saratoga Springs, acting by and through the City Council, pursuant to Resolution #02-0326-01, authorizing such execution by the Mayor, and by a duly authorized representative of Developer as of the above stated date.

CITY OF SARATOGA SPRINGS

By: 
 Mayor

Attest:


 City Recorder



DEVELOPER
The Villages at Saratoga Springs, L.C.
By: BTS Investments, Inc.
Its: Member

By: [Signature]
R. Scott McQuarrie
Its: President

State Utah)
)ss
County Utah)

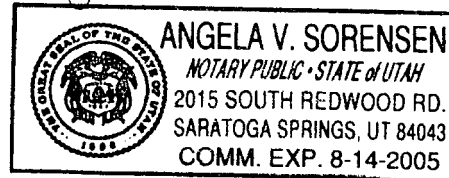
On this, the 14 day of May, 2002 before me the undersigned Notary Public, personally appeared Timothy L. Parker, who acknowledged himself to be the Mayor of THE CITY OF SARATOGA SPRINGS, and acknowledged that he as such officer, being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS my hand and official seal

My Commission Expires
8-14-2005

[Signature]
Signature of Notary Public

State)
)ss
County)



On this, the 7th day of May, 2002 before me the undersigned Notary Public, personally appeared R. Scott McQuarrie., who acknowledged himself to be the President of BTS Investments, Inc., a Utah corporation, the Member of The Villages at Saratoga Springs, L.C. a Utah limited liability company, and acknowledged that he as such officer, being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS my hand and official seal

My Commission Expires
9-10-2004

[Signature]
Signature of Notary Public

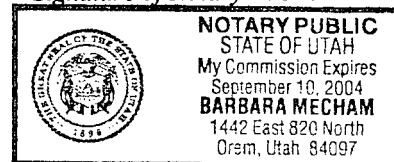


EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION
The Villages at Saratoga Springs (1076 acres)

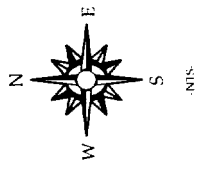
The Southwest Quarter of Section 12, the North Half and the Southwest Quarter of Section 13, the South Half of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter, the East Half of the Northwest Quarter and the North Half of the Southeast Quarter of Section 14, all in Township 6 South, Range 1 West, Salt Lake Base and Meridian.

TOGETHER WITH that certain tract located in the Southeast Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian described as follows:

BEGINNING at a point on the Southerly boundary of the Utah Lake Irrigation Co. Canal right of way, which 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°56' East 179 feet; thence North 9°17' East 142 feet to the North line of the Southeast Quarter of Section 12; thence West 1125.7 feet, more or less, to the Northwest Corner of the Southeast Quarter of said Section 12; thence South 40 chains; thence East 40 chains to the place of BEGINNING.

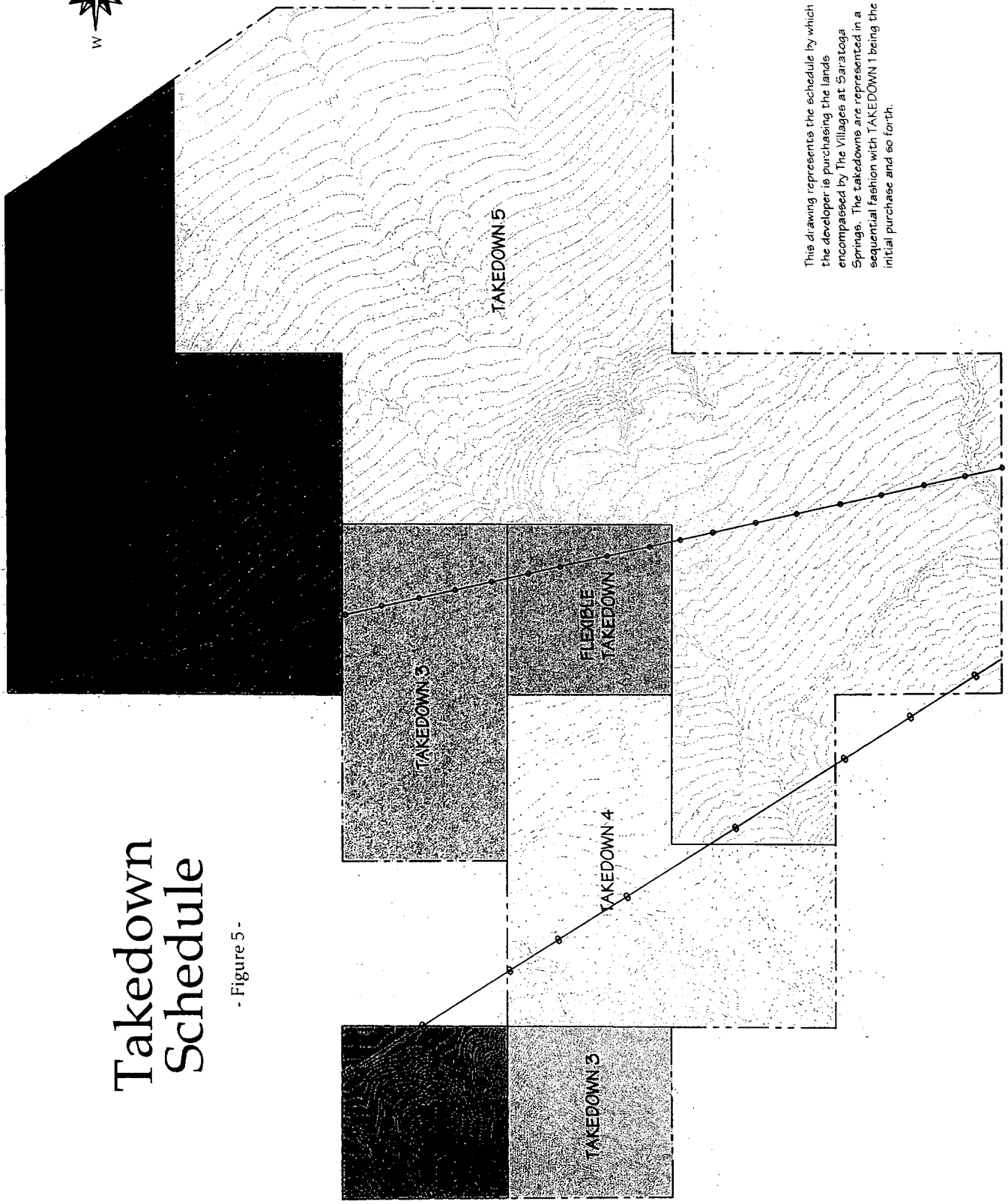
LESS AND EXCEPTING that certain tract located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point which is South 2123.55 feet along the section line from the Northeast Corner of the Southeast Quarter 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 1219.58 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 2831.79 foot radius curve to the left to the point of tangency; thence South 37°48' East 239.29 feet; thence South 35°25'30" East 1120.53 feet to the point of curvature of a 3307.04 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.



Takedown Schedule

- Figure 5 -



This drawing represents the schedule by which the developer is purchasing the lands encompassed by The Villages at Saratoga Springs. The takedowns are represented in a sequential fashion with TAKEDOWN 1 being the initial purchase and so forth.

Vicinity Map

- Figure 2 -

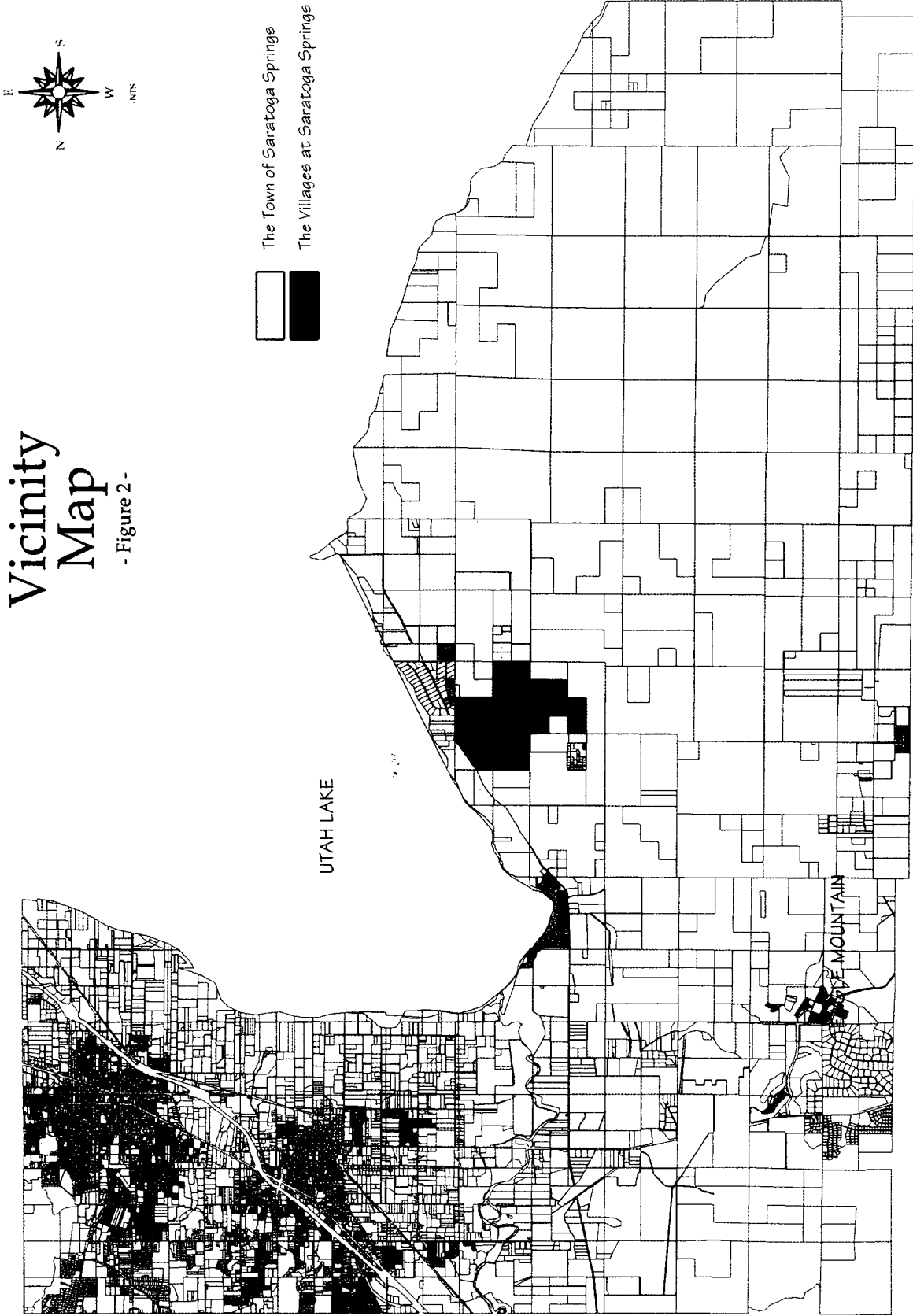


EXHIBIT B
UNIT SUMMARY

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EXHIBIT B
UNIT SUMMARY

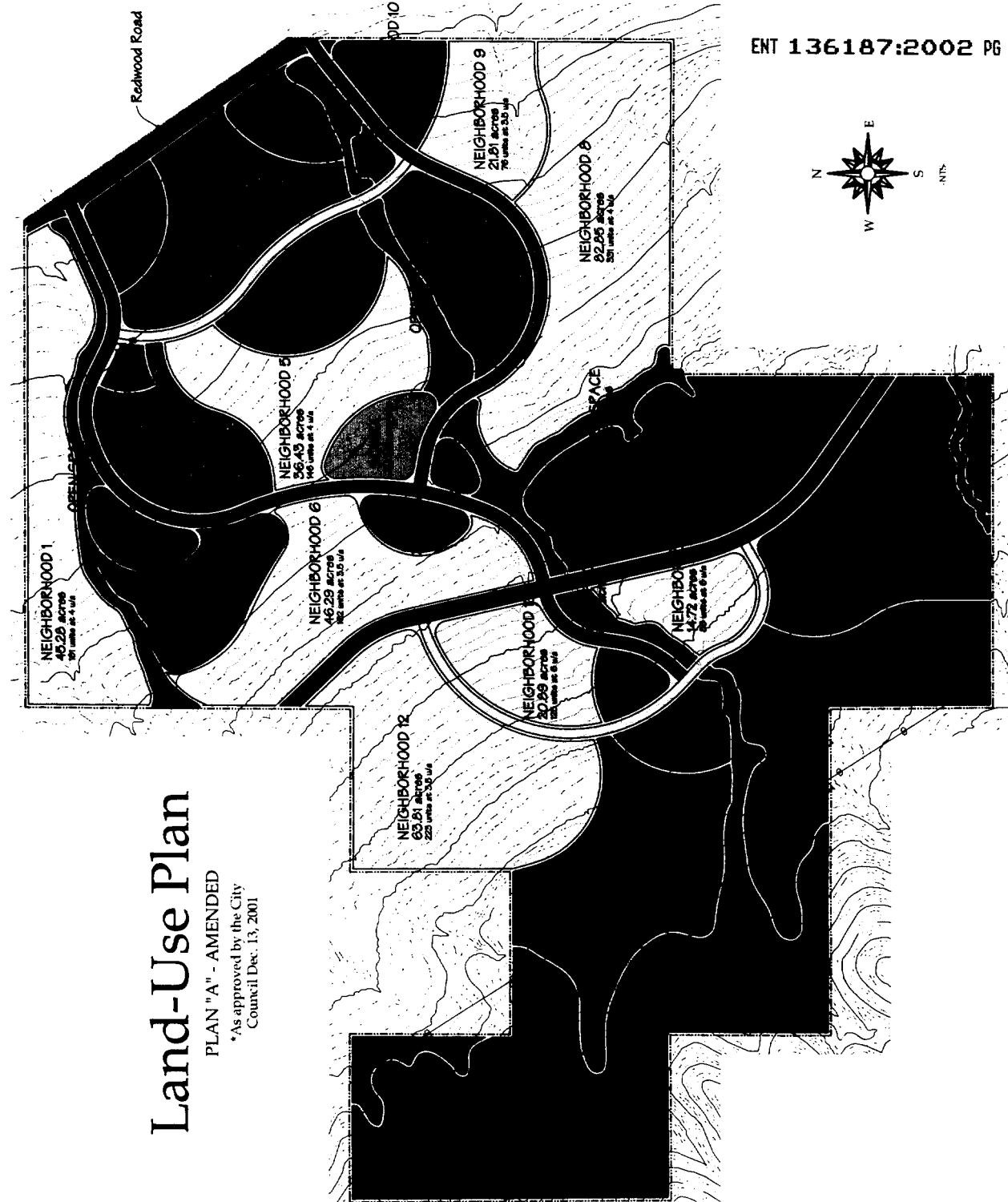
Neighborhood	Number of Units	Density (units/acre)	Area
No. 1	181	4	45.28
No. 2	252	10	25.23
No. 3	67	3	22.30
No. 4	552	15	37.16
No. 5	146	4	36.43
No. 6	162	3.5	46.29
No. 7	200	3	66.55
No. 8	331	4	82.85
No. 9	76	3.5	21.81
No. 10	142	12	11.88
No. 11	263	10	26.32
No. 12	223	3.5	63.81
No. 13	125	6	20.89
No. 14	132	2	65.73
No. 15	88	6	14.72
No. 16	110	2	55.35
No. 17	180	3	60.15

EXHIBIT B-1
MASTER DEVELOPMENT PLAN

Land-Use Plan

PLAN "A" - AMENDED

*As approved by the City Council Dec. 13, 2001



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Neighborhood Densities

Neighborhood	Acres	Units per acre	# of Units
1	46.28	4	185
2	36.43	4	146
3	46.28	3.9	182
4	21.81	3.2	70
5	21.81	3.2	70
6	21.81	3.2	70
7	21.81	3.2	70
8	21.81	3.2	70
9	21.81	3.2	70
10	21.81	3.2	70
11	21.81	3.2	70
12	21.81	3.2	70
13	21.81	3.2	70
14	21.81	3.2	70
15	21.81	3.2	70
16	21.81	3.2	70
17	21.81	3.2	70
Total	325.0		1085

Land-Use Inventory

1076.67 acres in The Villages at Saratoga Springs
 19.95 acres for commercial space
 15.83 acres for religious institutions
 10.09 acres for school site
 2.85 acres for civic use(s)
 239.22 acres for open space
 780.60 acres for residential development
 3250 homes in The Villages at Saratoga Springs

Land-Use Table

[Pattern]	regional open space - parks
[Pattern]	regional open space - corridors and preserve
[Pattern]	retail
[Pattern]	civic uses
[Pattern]	churches
[Pattern]	VLR 1-3.0 u/a
[Pattern]	LDK 3.1-5.0 u/a
[Pattern]	MDR 5.1-9.0 u/a
[Pattern]	HRK 9.1-15.0 u/a
[Pattern]	commercial
[Pattern]	arterial roadway - 120 ft. right-of-way
[Pattern]	major collector roads - 95 ft. right-of-way
[Pattern]	minor (neighborhood) collector roads - 74 ft. right-of-way

ORIGINAL NOT LEGIBLE

The Villages at Saratoga Springs Design Guidelines

Prepared by:
The Hubble Planning Group
March 13, 2002

The Villages Community Design Principles

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- 5. Provide a Community that will Reach Across Socio-Economic Lines

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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 complement 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 1/2 mile of every home. A distance of 1/2 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.

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.

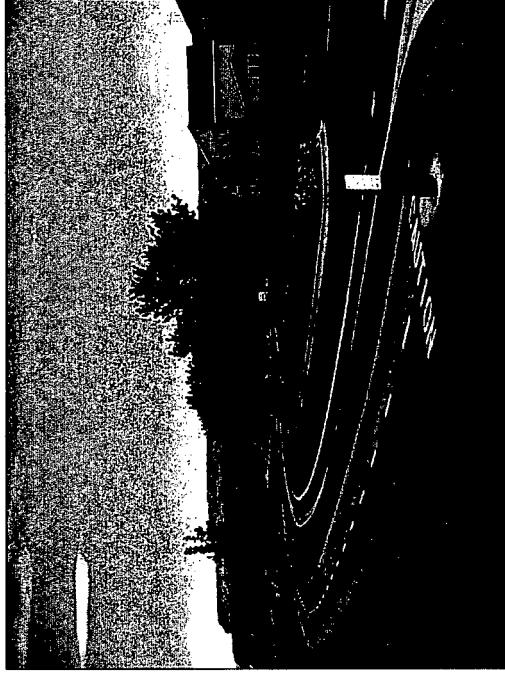
Transportation Corridors

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 will include a consolidated sidewalk for pedestrian/bicycle trail and landscaped median

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.

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.

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 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 encouraged within this setback.



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

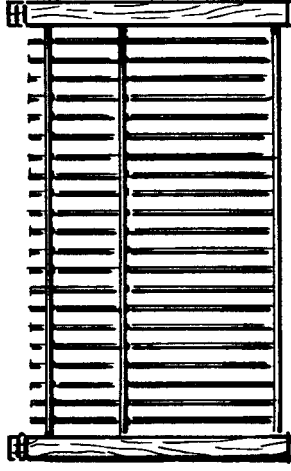
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from a neighborhood to open space or a park) will be landscaped and maintained in a manicured state rather than a natural state. Neighborhood Corridors will also include pedestrian paths to link neighborhoods and to provide access to Regional Corridors and to other parks and open spaces.

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.



Neighborhood Corridors and Preserves shall be bordered with open fencing



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)

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

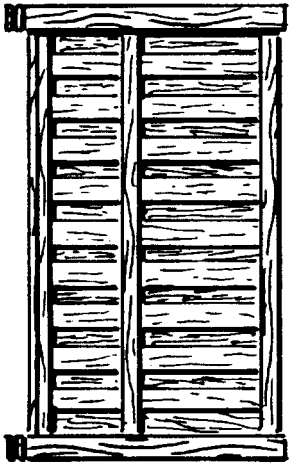
Foothill Boulevard. Two types of fencing shall be used, at distinct locations, along Foothill Boulevard. At locations where single-family detached homes about the right-of-way for Foothill Boulevard, the 5' cedar privacy fence shall be used. At all other locations, the decorative metal fencing with 4" 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.

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.

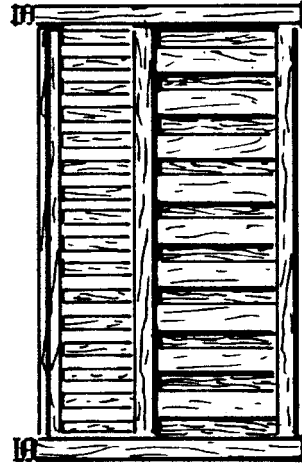
Parks, Preserved Lands, Paths and Trails. Areas that border Parks, Preserved Lands, Paths or Trails shall be fenced with the cedar split-rail open fence. A taller open-style fence may be used subject to approval from the Architectural Review Committee, provided an additional setback of 20' from the property line is respected.

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.

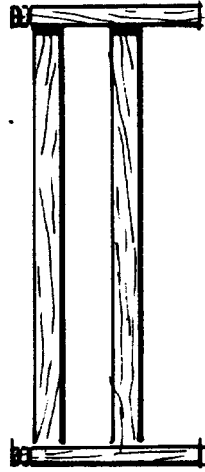
Neighborhood Collector Roads. Fencing along the Neighborhood Collector Roads shall be 5' cedar, semi-privacy fence, as illustrated below.



five-foot privacy fence



five-foot semi-privacy fence



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.

Signage

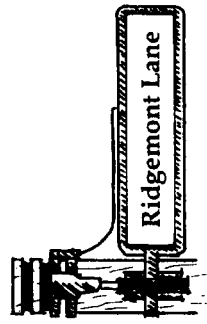
Signage plays a significant role in establishing a sense of arrival, place identification and in maintaining the basic functionality of a community. Continuity in signage throughout The Villages will provide a common thread that will help celebrate the uniqueness of this planned community. Scale and color are two important elements of appropriate sign design that have been considered as signs are prepared for use in The Villages.

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.

Community Entrances.

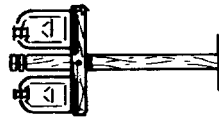
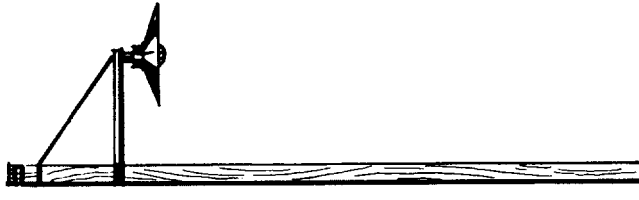
The entrances to The Villages off of Redwood Road will have significant entrance monuments to welcome residents and visitors to the community. Additionally, each neighborhood or development pod is required to have a coordinating, masonry entrance feature. All individual neighborhood entrance features shall incorporate identical rock to that used in fencing along Redwood Road and in the entrance features to The Villages development.



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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.



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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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

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.

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 primarily 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

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 developed 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

- least 500 sq. ft., and two playgrounds complete with equipment.
- 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

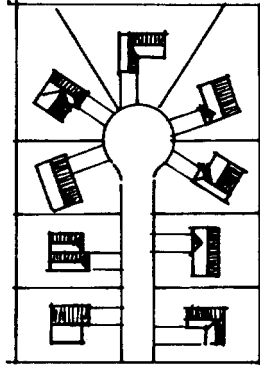
- 4. Developments with more than 100 units shall furnish picnic areas with tables and barbecue areas, a sport court of at least 500 sq. ft., three playgrounds complete with equipment, a club house used for gatherings of residents not less than 750 sq. ft complete with restrooms, and either a regulation size tennis court or subsurface swimming pool not less than 800 sq. ft. in size.

Detached, Single-Family Developments

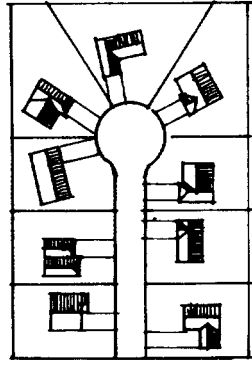
All single-family, detached subdivision plans shall be evaluated using the guidelines contained in this section with emphasis on the following criteria.

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%.

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

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 in 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.

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.

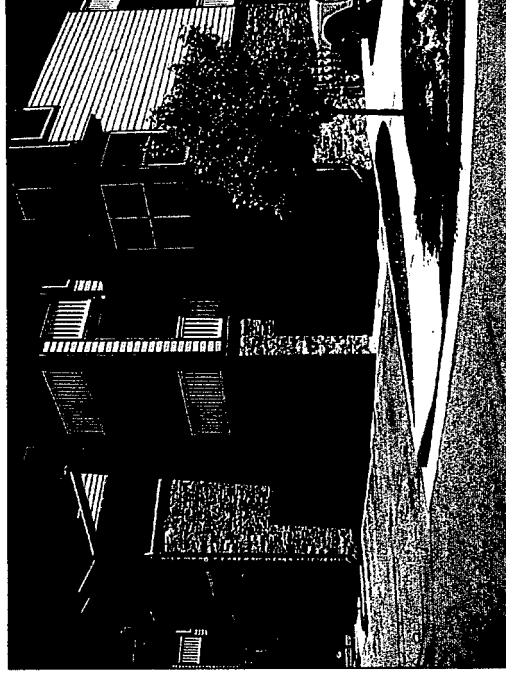
Staggering shall emulate the slope of the site.

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

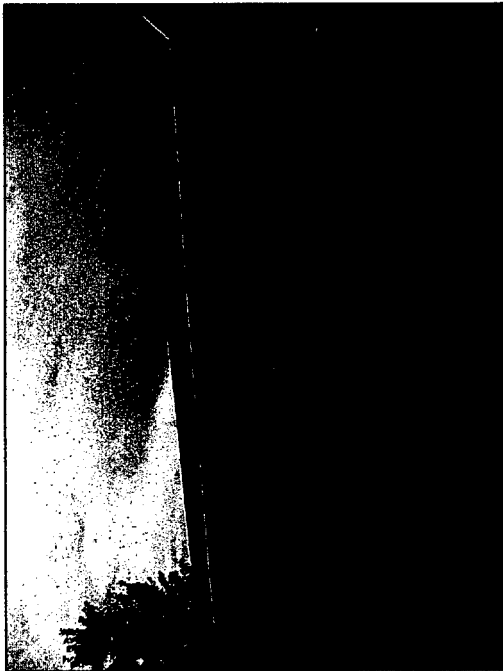
Front porches, bays and balconies are encouraged. In no case shall a façade of a building consist of an unarticulated, blank wall or unbroken series of garage doors.

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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.

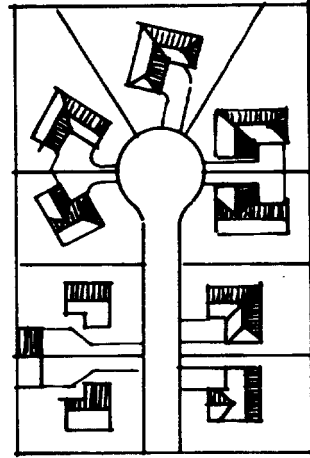
All architectural screening devices shall be compatible in terms materials, color, shape, and size and shall blend with the building design.

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

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.

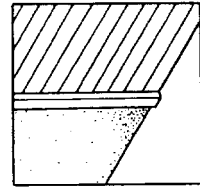
The minimum house size within the Medium Density Residential neighborhoods is 1,000 square feet for detached housing and 800 square feet for attached housing.

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.

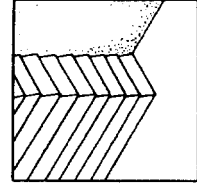
Minimum percentages of exterior materials shall not be required, however, when the primary material of the front elevation is stone, brick or stucco, that material shall be used on a minimum of 15% of the surface area on each of the remaining sides.

Materials shall be consistently applied and harmonize with adjacent materials.

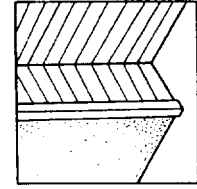
Material changes shall occur at inside corners or be wrapped a minimum of two feet around a corner.



unacceptable



acceptable



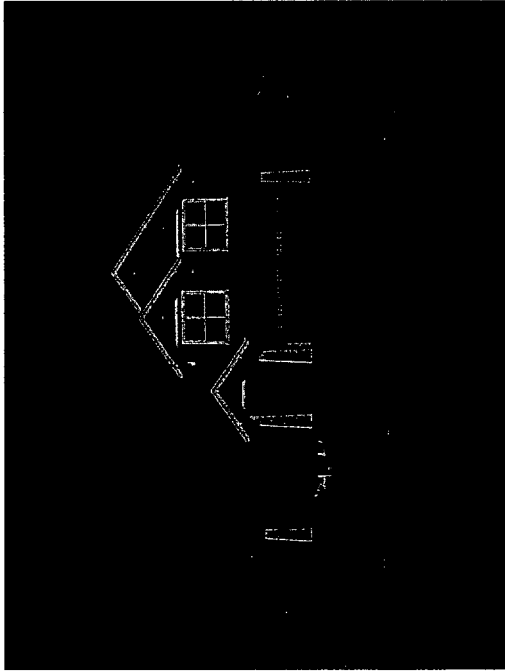
unacceptable

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.

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:

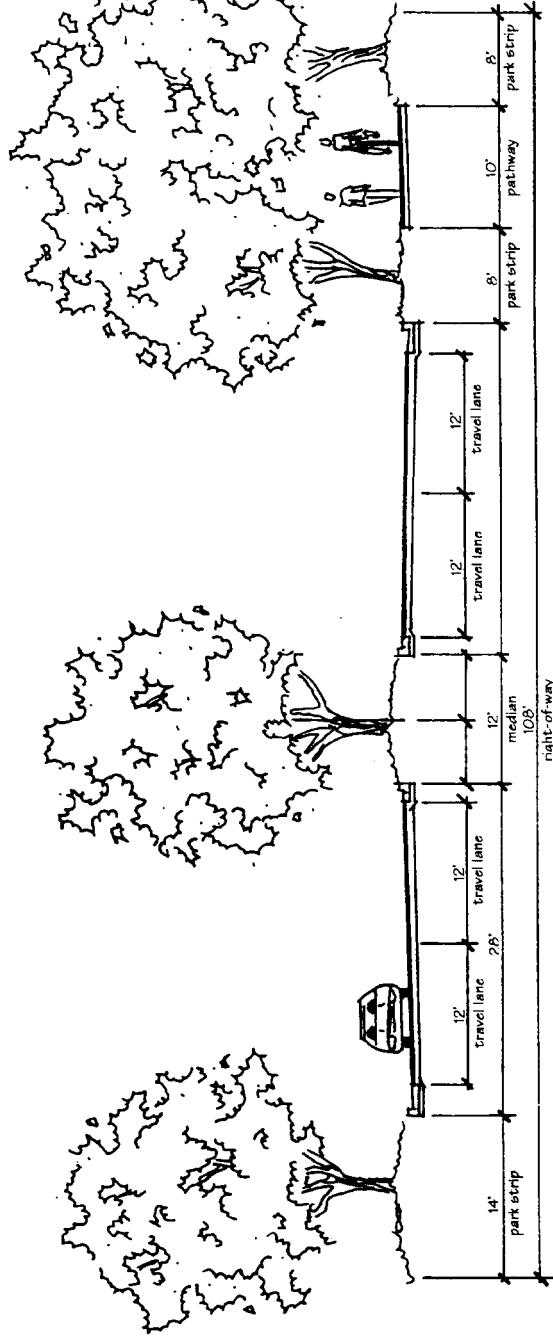
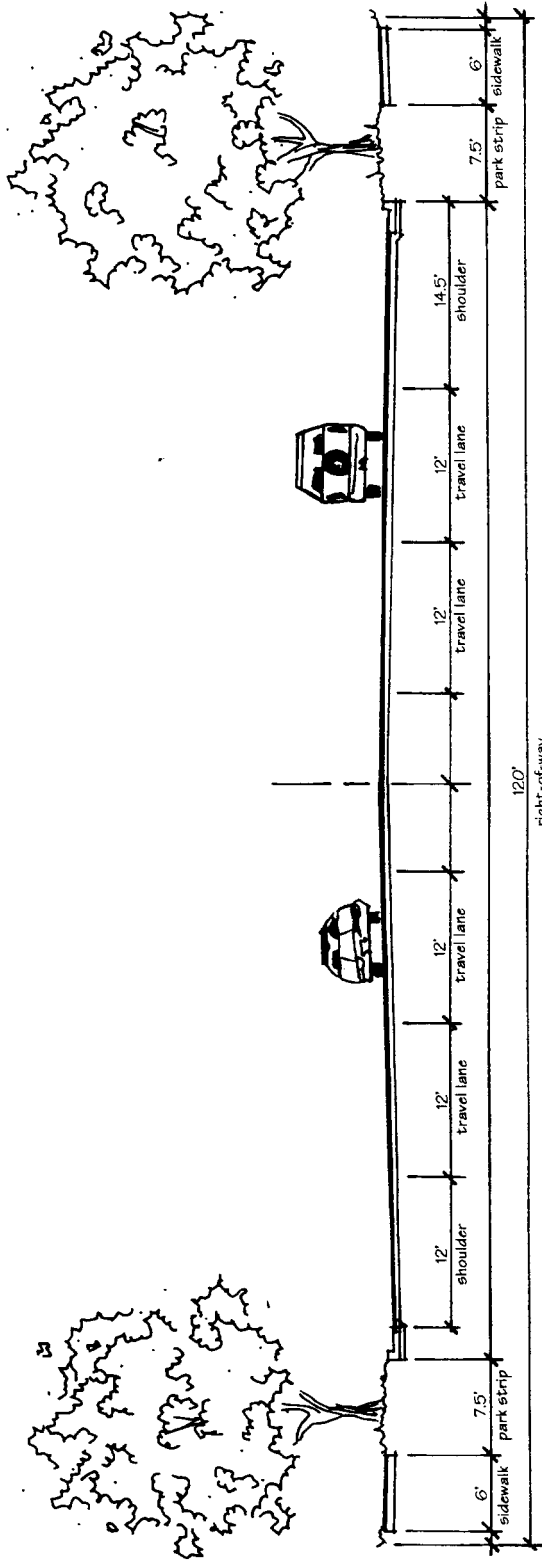
- a. A site plan, to scale, that illustrates the property lines, setbacks, easements, home location and footprint, driveway location and finished slope, and accessory buildings. If the lot contains slopes in excess of eight percent, cross-section of the driveway, home and finished grading shall accompany 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 be 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.

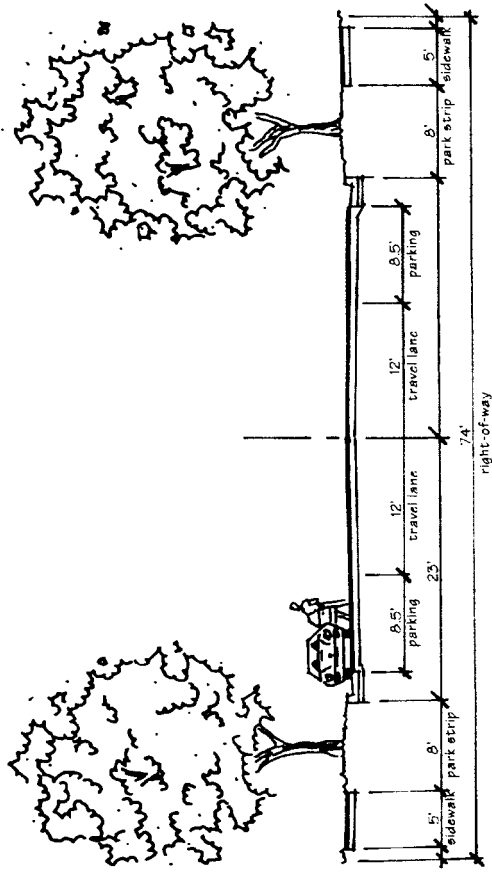
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Architectural Review Committee Approval Process

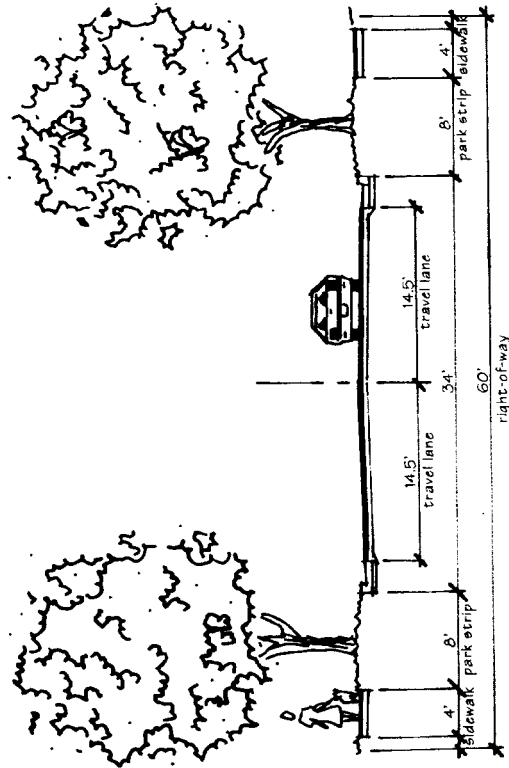
1. Applicants submit required materials to the Architectural Review Committee manager
2. ARC manager checks submittals for completeness then forwards the submittal to the members of the ARC
3. ARC reviews applications for consistency with the Design Guidelines and basic design principals and approves, 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

Transportation Corridor Designs

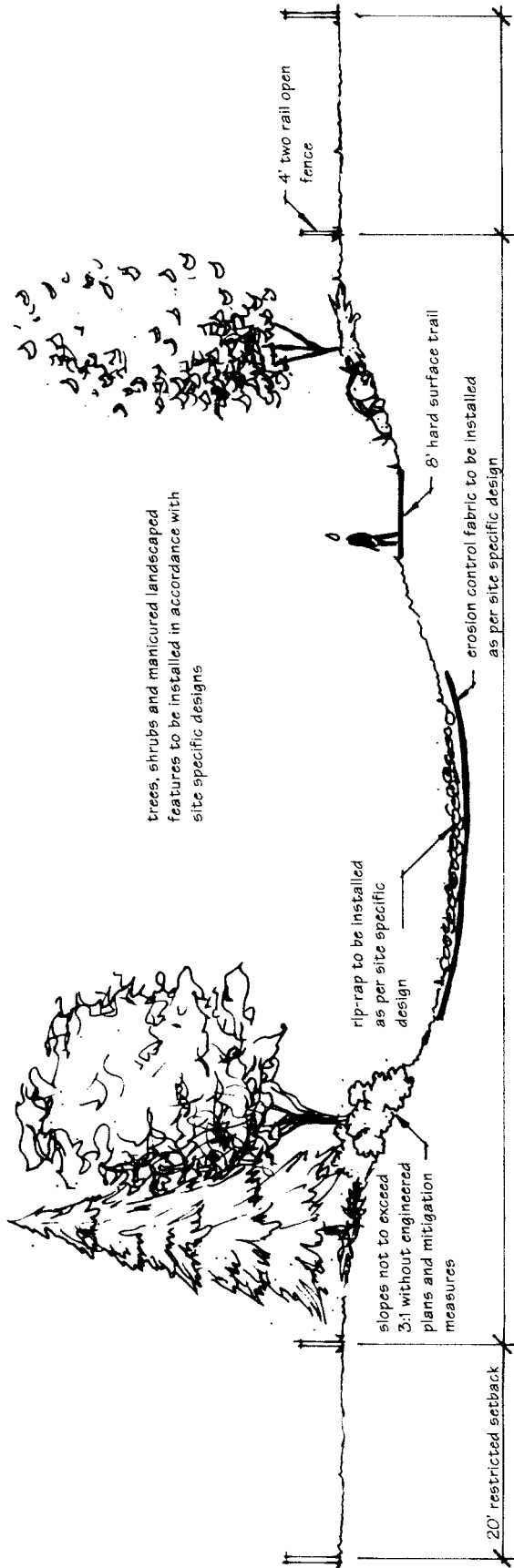




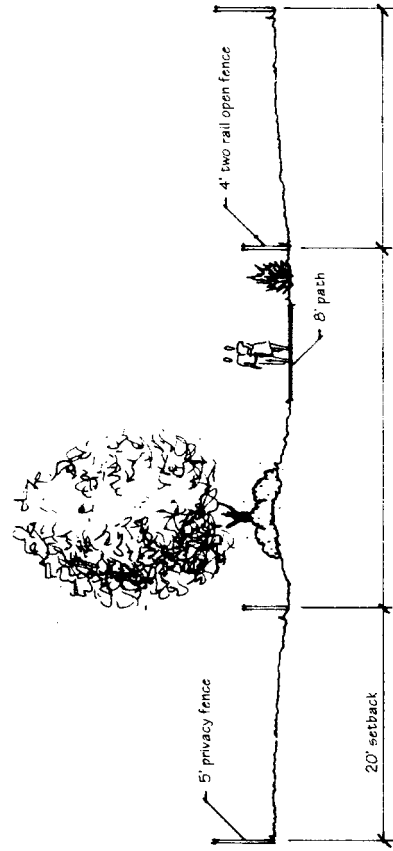
Neighborhood Collector Road



Local Road



Regional Open Space Corridor



Neighborhood Open Space Corridor

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'
Pinus Nigra	Austrian Pine	7'-8'
Deciduous Trees		
Acer Rubrum	Red Sunset Maple	1 1/2" caliper
Praxinus Pennsylvanica	Palmore Ash	1 1/2" caliper
Cercis Canaensis	Littleleaf Lindon	1 1/2" caliper
Pyrus Callendryana	Chanticlear Pear	1 1/2" caliper
Evergreen Shrubs		
Juniperus Chinensis	Sea Green Juniper	5 gallon
Mahonia Aofolium	Compact Oregon Grape	5 gallon
Prunus Laurocerasus	Otto	5 gallon
Taxus Media	Dark Green Spreading	5 gallon
Deciduous Shrubs		
Small (less than 4")		
Berberis Thunbergii	Redleaf	5 gallon
Euonymus Alatas	Dwarf Burning Bush	5 gallon
Ribes Alpinum	Alpine Current	5 gallon
Spiraea Bumalda	Anthony	5 gallon
Syringia Vilitina	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

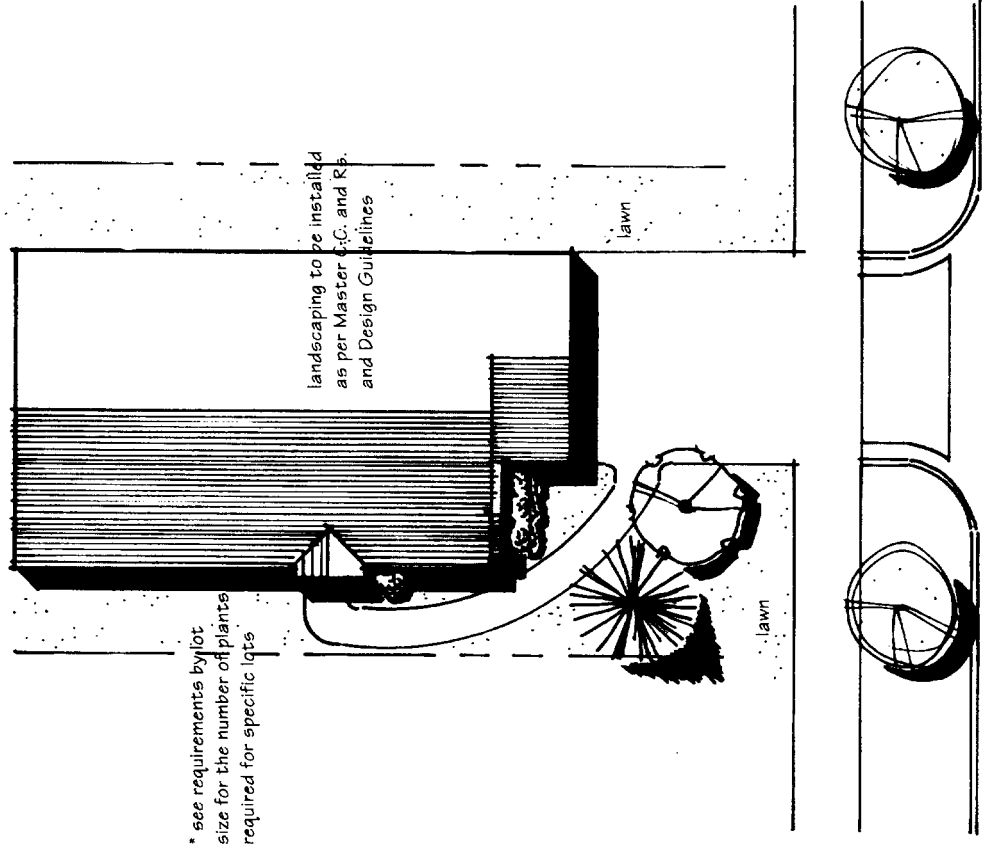


EXHIBIT B-2
PHASING AND TIMING OF DEVELOPMENT

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**Villages at Saratoga Springs
Phasing Schedule**

	Neighborhood	Phase	Roadway Improvements	Open Space	Open Space Acreage	Parks	Park Acreage	Units
1		1	Redwood Road #1, #2, R-1, R-2, R-3	OS-1	8.97			181
2		1	R-4, R-8			P-1	8.05	252
3		1	R-4			P-1	8.05	67
4		1 and 2 or 3	Redwood Road #1, #2, #3, R-1, R-8, R-9, R-10					552
5		1, 2	R-5, R-6, R-9			P-2	21.47	146
6		1, 2, 3, or 4	R-5, R-6, R-7					162
7 (NW Access)		4	R-5, R-6, R-7 R-15, R-16	OS-2, 3, 4	22.3	P-3	2.19	200
7 (SE Access)		4	R-7, R-14, R-15, R-16					
8		2	R-13					
9		2	R-12	OS-2, 3, 4	22.3	P-3	2.19	331
10		2	Redwood Road #1, #2, #3, #4, R-11	OS-2, 3, 4	22.3	P-3	2.19	76
11		2	R-10, R-12, R-13	OS-2, 3, 4	22.3	P-3	2.19	142
12		3	R-20, R-23, R-24	OS-2, 3, 4	22.3	P-3	2.19	263
13 (NW Access)		5	R-19, R-20, R-21, R-22	OS-5	4.08			223
13 (SE Access)		5	R-7, R-14, R-19, R-20, R-21, R-22, R-23	OS-5	4.08			125
14 (Below Elev. 5100)		5		OS-7	120.01	P-4	9.97	132
14 (Above Elev. 5100)		5						
15		6	R-15, R-17, R-18	OS-5	4.08			88
16		6	R-18	OS-7	120.01	P-4	9.97	110
17		4	R-17	OS-6	2.01			180

See Open Space and Park Creation Schedule Narrative for exact timing on parks and open space.
P-2 Park 21.47 acre +/- Regional park will be dedicated to the City when we own the property (estimated to be February 2003)
The Park improvements, which will be funded by Park Impact Fees, will be constructed and completed before the 2000th dwelling is occupied.

Roadway Improvement Plan

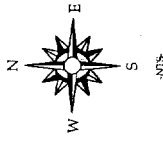
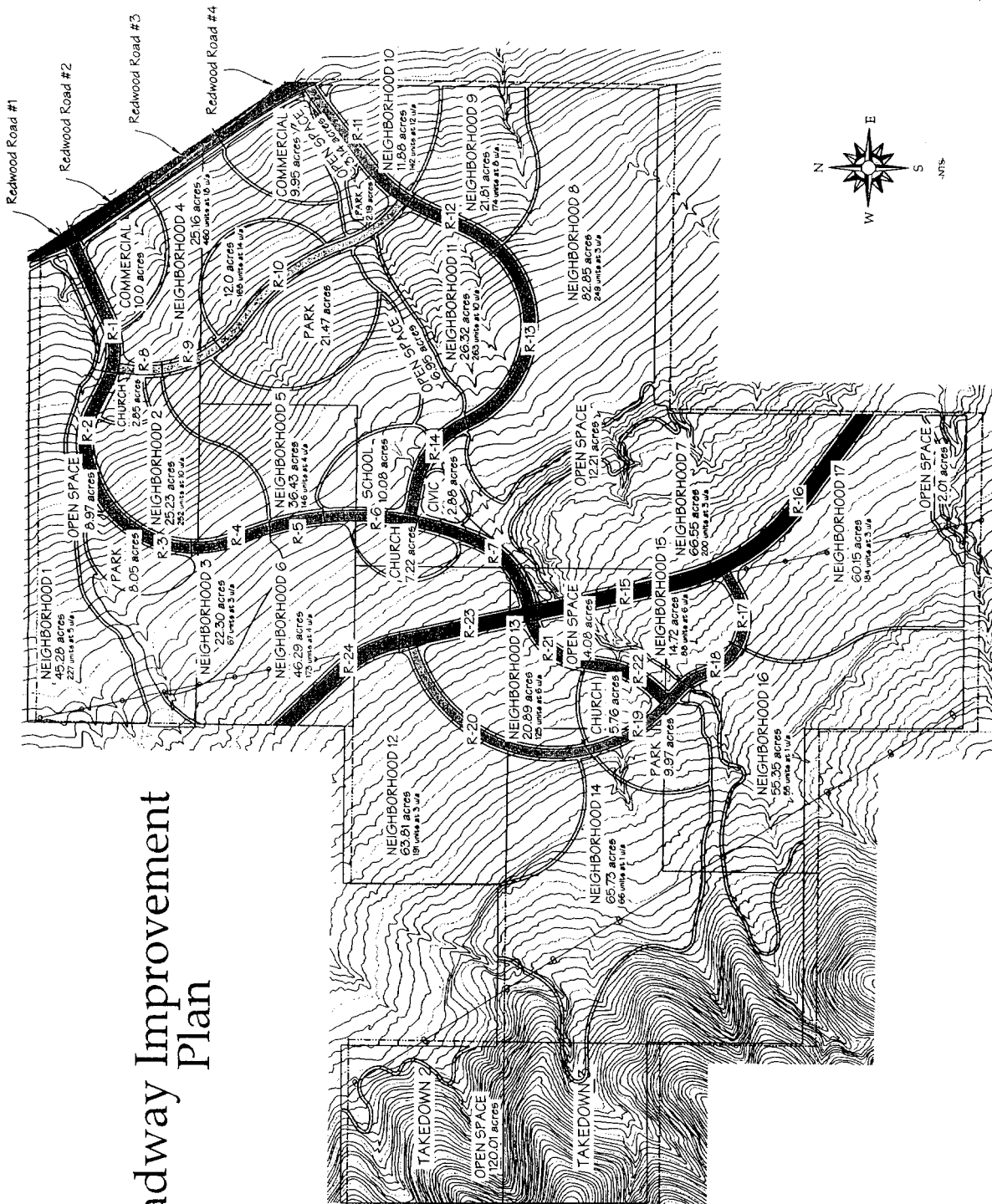


EXHIBIT B-3
NEIGHBORHOOD DEVELOPMENT PLAN PROCESS

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Saratoga Springs

2015 South Redwood Road
Saratoga Springs, UT 84043
Tel: (801) 766-9793 Fax: (801) 766-9794

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MEMO

TO: file
FROM: Dave Anderson, City Planner
DATE: October 1, 2001
SUBJECT: The Neighborhood Development Plan Review Process

In an effort to provide the applicant with a suitable opportunity to present the design of individual Neighborhoods and the City the opportunity to evaluate the merits of each neighborhood design, the following Neighborhood Development Plan Review Process is established:

Application. Proposals for Neighborhood Development Plan approval shall be made by submitting the following materials to the City:

- 1.) Legal description of the proposed Neighborhood.
- 2.) Concept Plan Map: Five (5) copies of the subdivision concept plan, drawn to a scale of not more than 1" = 100' and Five (5) reductions on 11 x 17" paper, showing the following:
 - a. Proposed name of Neighborhood. (Clear names with the County Auditor's office to assure the name is not already in use)
 - c. Locations and ownership of all adjacent tracts of land.
 - d. A vicinity plan showing location of property and all existing features within or adjacent to the property and the context of the Neighborhood as it is situated within the approved Master Development Plan.
 - e. Locations and widths of existing and proposed streets.
 - f. Configuration of proposed lots with lot dimensions and sizes and a chart listing minimum and average lot sizes.
 - g. A proposed future drainage scheme.
 - h. Locations, dimensions, and area of all parcels of land proposed to be set aside as open space for parks or playgrounds or other public use.
 - i. Proposed recreation/amenities showing the locations and dimensions of all proposed recreational features or amenities proposed for the Neighborhood. These items may be specified on the Landscape Plan Map which is to accompany any submittal.
 - j. A chart identifying the percentage of the proposed Neighborhood that is in roads, parking, impermeable surfaces, individual lots and open space.
 - k. Proposed parking that shows the locations and dimensions of all off-street parking spaces not provided on individual lots.
 - l. Those portions of property designated as slopes in excess of 30% or other sensitive lands as defined in the Land Development Code.
 - m. Total acreage of the entire proposed Neighborhood.

- n. Topography including contour lines shown at 2' intervals.
- o. North arrow, scale, date of drawing.
- p. Property boundary with dimensions.
- 3.) A proposed Landscape Plan Map, ~~prepared by a landscape architect or other qualified urban designer~~ prepared by a landscape architect or other qualified urban designer. The Landscape Plan shall show at a minimum species, sizes and locations for all proposed vegetation. Said plan shall also include information specifying any proposed irrigation systems, proposed signage, fencing or other significant features.
- 4.) A traffic circulation analysis that shows basic trip generation and circulation. This study should be comprehensive enough to evaluate Neighborhood impacts both on off-site intersections and the major street network within the developer's land.
- 5.) A Phasing Plan Map that indicates the phasing of the development and which improvements are to be made with each phase.
- 6.) Architectural elevations of any or all proposed structures within the Neighborhood may be required.
- 7.) Other materials as deemed necessary by the City Planner, City Engineer or other member of the Development Review Committee.
- 8.) Narrative that explains how the proposed Neighborhood Development Plan conforms to the nine (9) criteria established in the Review section of the Neighborhood Development Plan Approval Process.

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Complete applications shall be submitted to the City Planner or his designee.

Review. City staff shall determine the completeness of the submitted application within seven (7) days of its submittal and shall notify in the applicant, in writing, of any deficiencies. Complete applications shall then be reviewed by the City Development Review Committee before they are presented to the Planning Commission.

City Staff, Planning Commission and City Council shall utilize the following criteria as a general guide in their review of proposed Neighborhood Development Plans:

- 1.) Does the proposed Neighborhood Development Plan conform to the provisions of the Master Development Plan? These provisions should include but wouldn't be limited to the inclusion of correct public improvements and land-uses that are consistent with the Master Development Plan.
- 2.) Are the proposed recreational features and amenities sufficient to meet the needs and expectations of residents living within a Master Planned Development?
- 3.) Is the proposed number of lots, amount of commercial space or other land uses excessive for the size, situation or configuration of the proposed Neighborhood?
- 4.) Is the size, mass, configuration and overall design of the proposed structures appropriate for the topography of the site, the proposed lot sizes or any other site specific elements that pertain to the proposed Neighborhood Development Plan?
- 5.) Will the configuration or situation of proposed lots or structures create an attractive living environment, be considered an asset to

- the community or have an adverse impact on adjoining properties, adjoining neighborhoods?
- 6.) Does the proposed Neighborhood Development Plan provide a functional transportation system that considers both vehicular and pedestrian traffic?
 - 7.) Does the proposed Neighborhood Development Plan include sufficient provisions so as to meet future needs for traffic circulation both within and without The Villages?
 - 8.) Does the proposed landscape plan provide sufficient vegetation and other landscape features so as to protect the site and create an attractive environment?
 - 9.) Is the City Engineer satisfied that road grades, the delivery of services or any other engineering issues can be resolved?

The criteria listed above shall be used as a general guide in the review of Neighborhood Development Plans. However, the review will not be limited to those criteria. City staff, the Planning Commission and City Council may consider other elements as the City tries to review each Neighborhood Development Plan in a comprehensive fashion.

Planning Commission. Proposed Neighborhood Development Plans shall be presented to the Planning Commission. The Planning Commission may request additional detail or information from staff or the applicants to aid them in their review of the Neighborhood. The Planning Commission shall use the above listed criteria as a general guide in their review of each Neighborhood Development Plan. The Planning Commission may consider additional elements, at their discretion, as they review each application. The Planning Commission shall make a recommendation to the City Council regarding proposed Neighborhood Development Plans in the form of a recommendation to approve, to deny, or to approve subject to specific conditions.

The City Council. Upon receiving a recommendation from the Planning Commission, proposed Neighborhood Development Plans shall be presented to the City Council. The City Council may request additional information to aid them in their review of the Neighborhood. The City Council shall use the above listed criteria as a general guide as they review Neighborhood Development Plans. Even so, the City Council may consider additional elements, at their discretion, as they review each application. The City Council shall approve, deny, or approve subject to specific conditions the design of the proposed Neighborhood. Should an approval request be denied by the City Council modified plans may be submitted to City staff. Such modified plans shall be reprocessed as if a new application had been made.

Approved Neighborhood Development Plans shall be in full force and effect so long as a subsequent development application is made within 6 months of the City Council's approval.

**EXHIBIT C
DESIGN GUIDELINES**

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EXHIBIT D
WATER RIGHTS APPROVAL PROCESS
TO BE DETERMINED AT PLAT SUBMITTAL

EXHIBIT D
Water Rights Approval Process

City will not accept assignment of water rights for development of Developer's land until City and its Staff have reviewed and approved the Subject Water Right. The amount of water represented by the water right shall be based on the approved change application(s) and the applicable change application(s) shall be approved prior to recording any subdivision plats. If the decision of the State Engineer in approving a water right is appealed, City may refuse to accept the assignment of that water right until the appeal is resolved satisfactorily to City.

EXHIBIT D-1
WATER RIGHTS
TO BE DETERMINED AT PLAT SUBMITTAL

EXHIBIT D-1
Water Rights

1. Developer will acquire and convey to City water rights for inside use for all development. Unless the water right to be conveyed to City has an approved City well as an approved point of diversion, Developer will file a change application to change the point(s) of diversion to the well from which Developer has or has an agreement to purchase or obtain well capacity rights and the water right shall be approved for municipal or domestic use.
2. Developer intends to provide secondary water to Developer's Land by secondary water facilities described in Exhibit D-2. The portion of the Subject Water Right to cover secondary water shall have an approved point of diversion at the source of the water for the secondary water facilities and the approved use shall be municipal and/or irrigation. Developer shall be responsible to file any change application necessary for such point(s) of diversion and use.
3. City will not accept assignment of water rights for development of Developer's land until City and its Staff have reviewed and approved the Subject Water Right. The amount of water represented by the water right shall be based on the approved change application(s) and the applicable change application(s) shall be approved prior to recording any subdivision plats. If the decision of the State Engineer in approving a water right is appealed, City may refuse to accept the assignment of that water right until the appeal is resolved satisfactorily to City.
4. The portions of the Subject Water Right and other water rights required for each phase, shall be assigned to City before the subdivision plat for said phase may be recorded.

EXHIBIT D-2
WATER FACILITIES DEVELOPMENT
TO BE DETERMINED AT PLAT SUBMITTAL

EXHIBIT D-2
Water Facilities

1. Culinary water service will be provided to Developers Land by Well #3, Water Tank No. 2 and water lines constructed by Lakeview Development & Investments, L.C. ("Lakeview"). Developer has acquired the capacities in those facilities from Lakeview. The agreements between Developer and Lakeview are attached as Attachments 1 to this Exhibit D-2.
2. Developer shall build or acquire and convey to City facilities capable to providing secondary water service to its development and water rights for the secondary system. If City builds or acquires facilities capable of providing secondary water to Developer's Land, City may make those facilities available to Developer on a mutually agreeable basis.
3. The capacities required for culinary and secondary water service will be conveyed to City prior to recordation of a subdivision plat.

EXHIBIT E-1
SEWER
TO BE DETERMINED AT PLAT SUBMITTAL

EXHIBIT E-1
Sewer Facilities

1. An offsite sewer line that can serve the Development of Developer's Land shall be constructed with other parties in the vicinity of Developer's land. Developer will be trading or purchasing sewer connections from the lower line prior to construction of the new line for its first 300 lots. The description of the facilities for the construction of the offsite sewer facilities are attached as "Attachments 1 to this Exhibit E-1.
2. Developer will build an 18-24 inch sewer line from the above sewer line to Developer's Land (the "Offsite Sewer Line"). That Offsite Sewer Line and any required easements will be obtained. The Offsite Sewer Line will be built or bonded for prior to recording the first subdivision plat which needs new capacities.
3. Sewer capacity for development of Developer's Land above the 300 connections set out above will be provided on a basis not yet determined but that must be approved by City.
4. The sewer facilities required for sewer service will be conveyed to City prior to recordation of a subdivision plat.

EXHIBIT E-2
STORM DRAINS
TO BE DETERMINED AT PLAT SUBMITTAL

STORM DRAINAGE

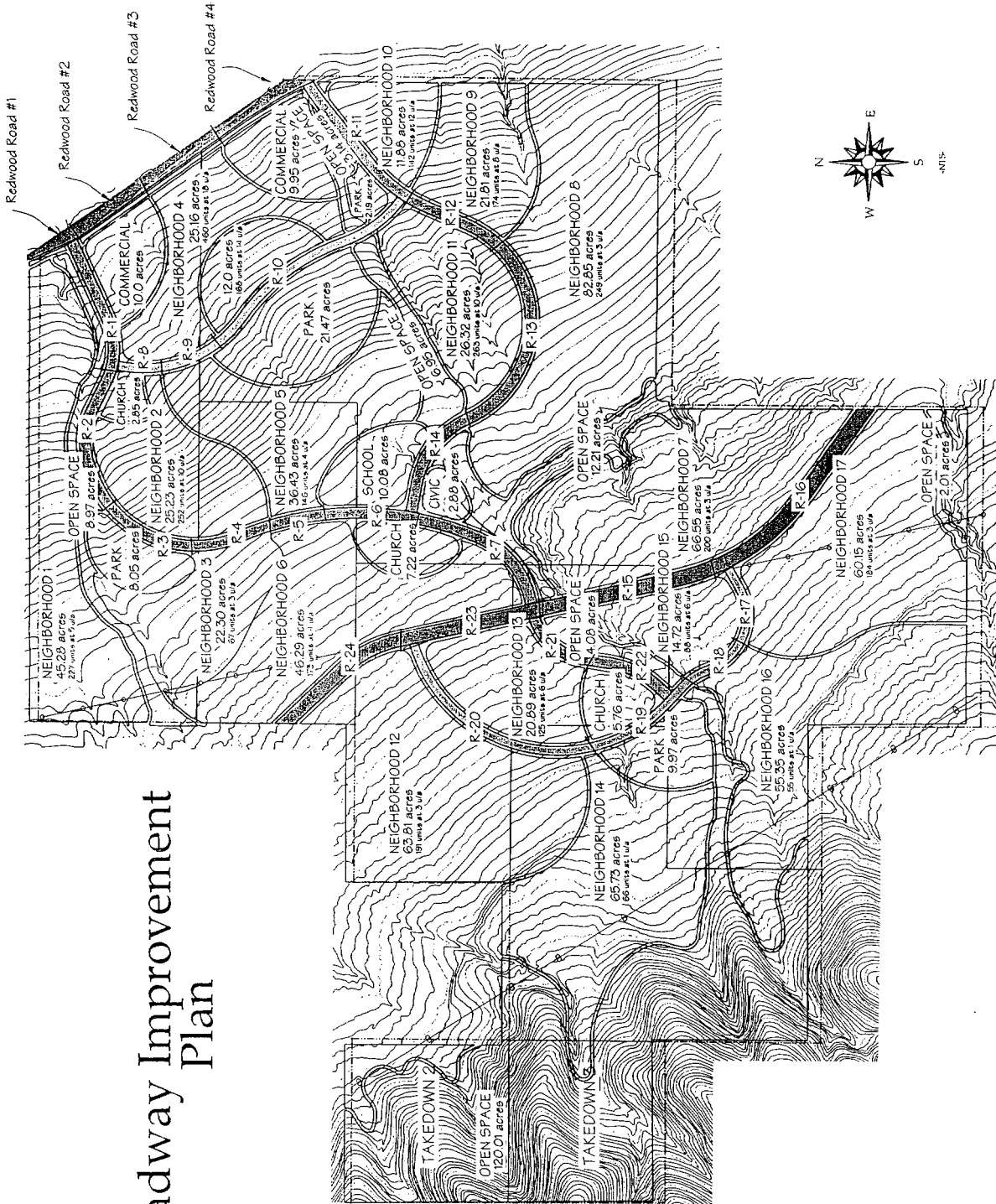
Construction: Storm drain detention facilities and natural percolation facilities will be constructed on site to meet the needs of a 100 year storm event. From detention ponds(s) at the lowest elevation, immediately west of Redwood Road, the detention facility will discharge at a historic rate of 0.2cfs per acre. Culverts, if needed, will be placed to allow storm drainage to cross Redwood Road and enter drainage channels on the property immediately east of The Villages.

The developers of The Villages are in process of obtaining easements across the property on the east side of Redwood Road to allow for storm drainage to pass on to the lake.

Funding: The costs for storm drainage improvements are being determined. Storm drainage improvements for regional facilities will be installed by VSS for the major, or backbone, infrastructure. On-site drainage facilities will be installed by the builder or developer of individual neighborhoods or pods in situations there they cannot drain directly into the regional facilities.

EXHIBIT E-3
ROADS

Roadway Improvement Plan

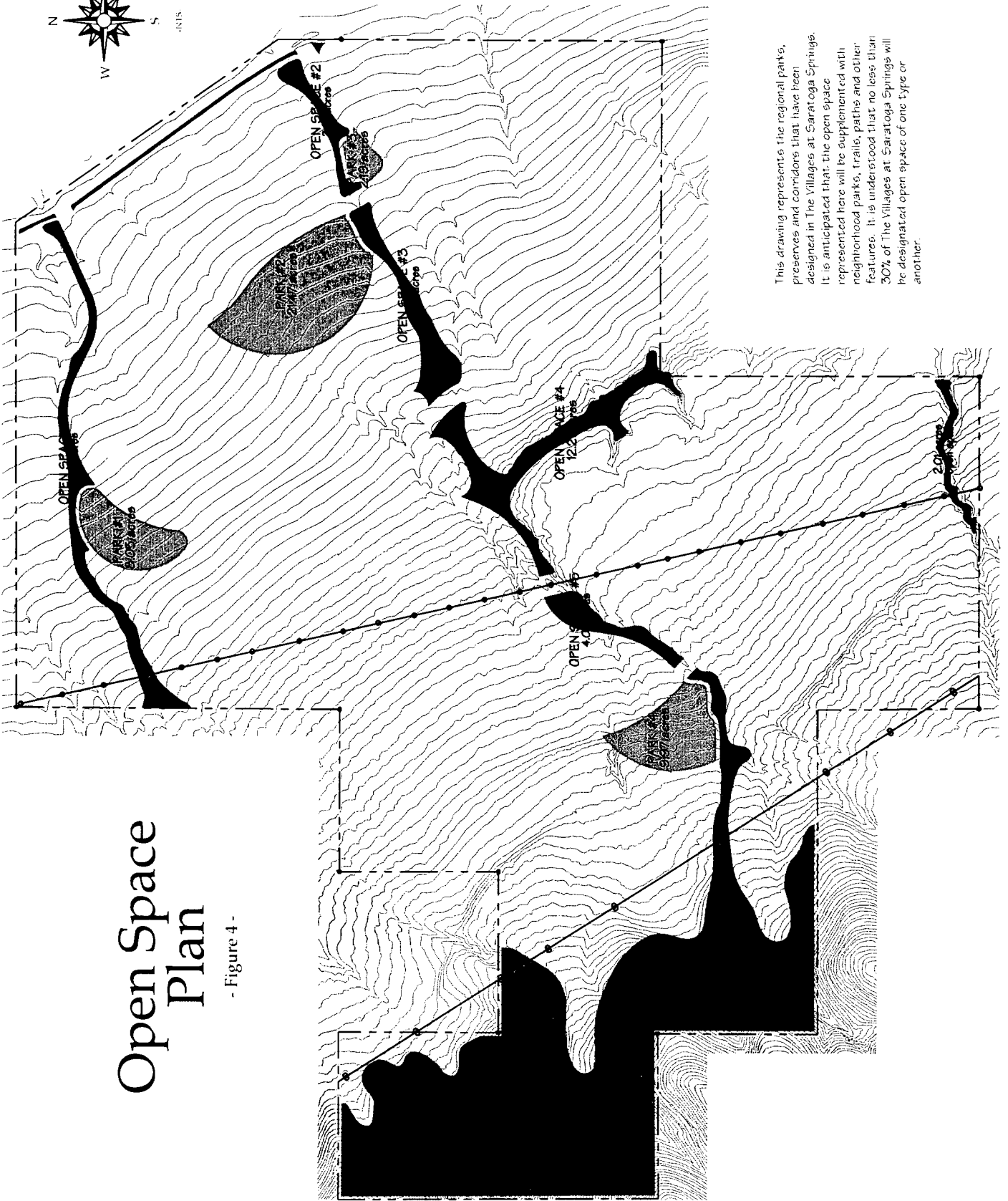
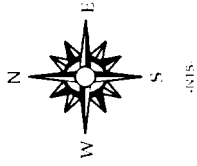


The Villages at Saratoga Springs - Saratoga Springs, Utah

THE HUBBLE PLANNING GROUP

11/12/01 10:00 AM C:\Projects\136187\136187.dwg 11/12/01 10:00 AM 11/12/01 10:00 AM

EXHIBIT E-4
PARKS AND OPEN SPACE



Open Space Plan

- Figure 4 -

This drawing represents the regional paths, preserves and corridors that have been designed in The Villages at Saratoga Springs. It is anticipated that the open space represented here will be supplemented with neighborhood parks, trails, paths and other features. It is understood that no less than 30% of The Villages at Saratoga Springs will be designated open space of one type or another.

EXHIBIT E-4**Open Space Creation Schedule**

The Villages at Saratoga Springs contains 946.98 acres of usable acreage for density and open space calculation purposes. This project will have a total of 25% open space. 236.72 acres shall be set aside for open space. This acreage will be consist of the following:

Regional Trails and Sensitive Lands **170.16 acres**

This includes slopes of 30%, the hillside that is illustrated on the Open Space Plan, the trails that follow the three major drainage channels, and additional landscaping along Redwood Road, along the development's major collector roads and right of way along Foothill Blvd, that is in excess of a three-lane road. Landscaping/open space/ trails that are along the Redwood/Foothill road rights-of-way will be dedicated to the City as part of the road dedication and will be maintained by the City. Regional Trails and sensitive lands outside of the dedicated rights-of-way will be owned and maintained by The Villages Master Homeowner's Association.

Regional Park **21.27 acres**

This consists of Park #2 as illustrated on the Land Use Plan and on the Open Space Plan. This park will be dedicated to the City of Saratoga Springs and will be improved with park impact fees that are collected from building permits within The Villages and other projects within the City including _____.

Community Parks **20.21 acres**

This consists of Parks 1, 2 and 4 as illustrated on the Land Use Plan and on the Open Space Plan. These parks will be owned and maintained by The Villages Master Homeowner's Association.

Neighborhood Parks **26.42 acres**

Neighborhood 4 will have a minimum of 30% open space accounting for 11.13 acres.
 Neighborhood 2 will have a minimum of 20% open space accounting for 5.04 acres.
 Neighborhood 10 will have a minimum of 20% open space accounting for 2.36 acres.
 Neighborhood 11 will have a minimum of 30% open space accounting for 7.89 acres.

EXHIBIT F
CAPACITY RESERVATIONS

NOT USED

EXHIBIT G
IMPACT FEES

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**CITY OF SARATOGA SPRINGS
IMPACT FEE SCHEDULE**

The current Impact Fees are as follows:

Wasterwater (206)***	1,200.00*
Storm Drain (207)	\$559.00*
Parks & Open Space (208)	\$833.00*
Roadways (209)	\$921.00*
Public Safety (210)	\$327.00*
Total Impact Fees	\$3,840.00*

* Impact fees before credits. Credit amounts to be negotiated. Developer shall receive impact fee credits for capital improvements or improvements completed in the project or off-site that are oversized at the City's request or for facilities covered by the Capital Facilities Plan. The City reserves the right to modify impact fees according to the City's Ordinances and State Law.

*** This fee will be for the remaining sewer connections in the existing sewer line. Fees for additional sewer connections will need to be negotiated at a later date.