

WHEN RECORDED, MAIL TO:

SCP FOX HOLLOW, LLC (PROJECT MANAGER)
Attn: Legal Department
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, Utah 84014

(Above space for county recorder use only)

Parcel Numbers 59:012:0107; 59:012:0108; 59:012:0141; 59:012:0109; 59:013:0057; 59:012:0087; 59:012:0144; 59:013:0058; 59:013:0045; 59:013:0041; 59:013:0048; 59:013:0047; 59:013:0038; 59:013:0032; 59:013:0064; 59:013:0063; 59:013:0062; 59:013:0061; and 59:013:0033.

PROJECT AND ESCROW AGREEMENT

THIS PROJECT AND ESCROW AGREEMENT (the "Agreement") is made and entered into this 20th day of March 2017, by and between the undersigned seven (7) Fox Hollow Property Owners, (hereinafter referred to collectively as the "Owners", or individually by their name) and AimEscrow, LLC (the "Escrow Agent"). The terms "Owner" or "Owners" as used herein do not include Pronova Holdings 4, LLC ("Pronova"); provided, however, Pronova is a party to this Agreement for the express purposes set forth herein.

Recitals

- a) The Owners' own certain real property located in Saratoga Springs, Utah, which real property is to be developed in accordance with that certain Fox Hollow Master Plan (the "Fox Hollow Master Plan"), and that certain Second Master Development Agreement dated April 30, 2013, and recorded as Entry No. 59718:2103, in the Official Records of the Utah County Recorder (the "Second MDA").
- b) Under the Fox Hollow Master Plan and Second MDA, Wildlife Boulevard ("Wildlife Blvd") is to be extended from its current location within the areas described at Exhibit A.
- c) In cooperation with, and with the consent of, the City of Saratoga Springs (the "City"), all Owners except Pronova intend to develop now, only that portion of Wildlife Blvd on the North side of the land set aside for Wildlife Boulevard as illustrated in Exhibit "A" attached hereto (the "North Property"). The extension of the North Property is referred to herein as the "Work". The aforementioned consent of the City is illustrated in Exhibit "C" attached hereto.
- d) Pursuant to the Second MDA, the Owners are to share proportionate obligations related to the Work.
- e) Accordingly, the Owners have agreed to contribute the funds necessary and to complete their respective proportionate share of the development obligations of Wildlife Blvd (the "Work" and "Work Costs"), and desire by this Agreement to establish a mutually acceptable manner in which to administer (i) the performance of the Work, and (ii) payment of the Work Costs.

- f) Additionally, the Owners desire to create an escrow to place the funds for the Work Costs in to and have the Escrow Agent pay the expenses as approved by the Owners.
- g) AimEscrow, LLC ("AimEscrow") has agreed to act as the Escrow Agent for the payment of the Work Costs, under the terms and conditions set forth below, and has agreed to accept the funds and pay the expenses as directed by the Owners.

Accordingly, the parties enter into this Agreement to facilitate the orderly management of the Work and Work Costs.

FOR AND IN CONSIDERATION OF the foregoing premises which are incorporated herein by this reference, the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners agree as follows:

1. General Obligations of the Owners

1.1 Construction of Wildlife Blvd. The City requires the Owners and Pronova to construct and landscape Wildlife Blvd pursuant to the Second MDA. As a result of negotiations with the City, the City has authorized the division of the construction and completion of Wildlife Blvd between the Owners and Pronova. Accordingly, the Owners and Pronova agree as follows: (i) the Owners, at the Owners sole cost and expense, without reimbursement from Pronova, shall be solely responsible to construct, install and landscape Wildlife Blvd on the North Property in accordance with the Second MDA and the terms and conditions of this Agreement; and (ii) Pronova, at Pronova's sole cost and expense, without reimbursement from the Owners, shall be solely responsible to construct, install and landscape the South side or the remaining portion of Wildlife Blvd in accordance with the Second MDA ("Pronova's Obligation").

1.2 Acknowledgement; Release. By executing this Agreement, Pronova hereby (i) acknowledges and agrees to the allocation of the obligations to construct, install and landscape Wildlife Blvd pursuant to the Second MDA between the Owners and Pronova as stated herein, and (ii) releases the Owners from any Claims (defined below) associated with, arising out of or in any way related to (a) once accepted by City, the performance and completion of the Work by the Owners, (b) reimbursement of Pronova's costs and expenses in performance of Pronova's Obligation, and (c) any obligation to construct and landscape Wildlife Blvd imposed upon the Owners in the Second MDA as it relates to Pronova's Obligation.

1.3 Indemnification. Pronova hereby agrees to indemnify, defend (with counsel of the Owners' choice), and hold harmless the Owners and their respective employees, officers, divisions, subsidiaries, partners, members and affiliated companies, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against all liabilities, causes of action, claims, losses, damages, costs, charges, fees, actions, obligations, expenses, suits or actions, including all reasonable expenses and attorneys' fees (collectively, "Claims") incurred by the Owners that are a result of, associated with, arising out of, or in any way related to (i) Pronova's obligation to develop, construct, landscape, and pay for the costs associated with performance of Pronova's Obligation, and (ii) construction, installation, and landscaping of the South side or the remaining portion of Wildlife Blvd.

Owners hereby agree to indemnify, defend (with counsel of the Pronova's choice), and hold harmless Pronova and its respective employees, officers, divisions, subsidiaries, partners, members and affiliated companies, and its respective successors and assigns (collectively, the "Indemnitees") harmless

from and against all liabilities, causes of action, claims, losses, damages, costs, charges, fees, actions, obligations, expenses, suits or actions, including all reasonable expenses and attorneys’ fees (collectively, “Claims”) incurred by Pro nova that are a result of, associated with, arising out of, or in any way related to (i) Owner’s obligation to develop, construct, landscape, and pay for the costs associated with performance of Owners’s Obligation, and (ii) construction, installation, and landscaping of the North Property which comprises part of Wildlife Blvd as set forth at Exhibit A.

1.4 Recording of Agreement. This Agreement shall be recorded against the Pronova property, and shall run with the land and apply to any purchasers and assigns of the Pronova property. Moreover, this Agreement shall be recorded against the Owners’ respective properties subject to the Wildlife Blvd development obligations under the Fox Hollow Master Plan and Second MDA, and shall run with the land and apply to any purchasers and assigns of the Owners. The properties subject to this Section 1.4 (inclusive of the Pronova property and the Owners’ respective properties) are more particularly described in Exhibit “D” attached hereto.

2. Appointment of Escrow Agent. The Owners, by executing this Agreement, each irrevocably appoint AimEscrow to serve as the Escrow Agent under this Agreement (the “Escrow Agent”), and Escrow Agent hereby accepts such appointment. Upon the execution of this Agreement, Escrow Agent shall set up a separate account to accept the deposits referred to in Section 3 hereof and to make such payments as are set forth in this Agreement. All amounts deposited shall be held in a separate account, shall not be considered part of the assets of the Escrow Agent, and shall be clearly delineated as separate from the Escrow Agent’s assets. All funds so deposited shall remain the property of each of the respective Owners, and shall not be subject to any lien or charges by Escrow Agent, or judgments or creditors’ claims against the Escrow Agent and shall be released only as set forth in this Agreement.

3. Delivery of Initial Work Costs. Within five (5) business days of executing this Agreement the Owners shall deliver to Escrow Agent an aggregate of One Million Nine Hundred Thirty Nine Thousand Four Hundred Forty-Five Dollars and 00/100 (\$1,939,445.00) (the “Escrow Funds”), based on their acreage and agreed proportionate share, as set forth herein below, to be held in accordance with the provisions of this Agreement (each Owner’s respective pro rata amount is referred to herein as each “Owner’s Allocable Share”):

Entity	State of Incorporation/Formation	Acreage	Each Owner’s Allocable Share	Estimated Pro Rata Amount
Cardinal Land Holdings IV, LLC	Delaware	27.16	17.47%	\$338,793
FH 2014, LLC	Utah	22.31	14.35%	\$278,325
Hanahou, LLC	Utah	16.66	10.72%	\$207,840
CPB Neighborhood 6	Utah	9.46	6.09%	\$118,017
CPB Neighborhood 8	Utah	10.02	6.44%	\$125,003
Mountain Spa Investors, LLC	Utah	14.86	9.56%	\$185,384
SCP Fox Hollow, LLC	Utah	55.00	35.38%	\$686,083
Total		155.47	100.00%	\$1,939,445

All deposited funds with the Escrow Agent shall be used solely to cover the costs and expenses incurred in the completion of the Work. Owners acknowledge that additional funds may be required to complete the

construction of the North Property and its companying required landscaping, and the Owners agree that, upon demand by the Project Manager (as defined below), and upon satisfaction of the conditions herein, each Owner will immediately pay its Owner's Allocable Share. No Owner may request that Escrow Agent refund such Owner's Allocable Share of the Work Costs without the prior written consent of the Owners, unless all Owners fail to pay their Owner's Allocable Share on or before March 15, 2017. If all Owner's do not deliver their Owner's Allocable Share on or before such date, then if within thirty days of such date, a majority of Owner's having made their delivery of funds, with voting being based on their respective Owner's Allocable Share, request a return of funds, Escrow Agent shall return to each Owner having made a deposit of funds their Owner's Allocable Share and this Agreement shall be terminated and of no further force or effect; provided, however, if the majority of Owner's having made their deposit of their Allocable Share do not request their funds within such 30-day period, this Agreement shall continue and the Owner having failed to deliver funds shall be in default, with all remedies provided herein.

4. Owner's Appointment of Project Manager. Owners hereby unanimously appoint SCP FOX HOLLOW, LLC (hereinafter referred to as the initial "Project Manager"), to serve as the initial Project Manager for the Work. The Owners hereby agree to, in proportion to their Allocable Shares as set forth above, indemnify Project Manager for any and all costs in excess of the Budget for the Project (as amended from time to time under this Agreement), which are above and beyond Project Manager's proportionate share, unless the excess costs are a result of the willful act or omission of Project Manager. The Project Manager shall maintain normal and customary commercial general liability insurance, with per project coverage amounts of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name all Owners as additional insureds on such general liability insurance policy; and shall include completed operations insurance, property damage insurance, commensurate with such a commercial construction project, and shall cause each contractor and subcontractor to carry appropriate and similar insurance as deemed appropriate, with such contractor and subcontractor's insurance to be primary.

5. Budget. The Owners acknowledge and agree that attached hereto as Exhibit "B" is an estimated budget of the Work Costs (the "Budget"). By signing this Agreement, each Owner is deemed to have approved the Budget. The following provisions shall govern any revisions to the Budget:

5.1 Notice of Budget Revision and Budget Overrun Notice. Each of the Owners acknowledges that the Budget attached hereto is only a preliminary estimate and is subject to change. From time to time, Project Manager may revise the Budget. In the event of any such revision to the Budget which will not cause an increase in the amount of Work Costs, Project Manager shall deliver to the Owners, for informational purposes only, a written notice of such revision (a "Budget Revision Notice"), together with a copy of the revised Budget and appropriate supporting documentation. In the event any such revision to the Budget will cause an increase in the amount of the Work Costs in excess of the Budget (a "Budget Overrun"), Project Manager shall deliver to the Owners a written notice of such overrun (a "Budget Overrun Notice"), and obtain the written approval of the Owners to the Budget Overrun, which approval may not be unreasonably withheld, conditioned or delayed; provided, however, it shall not be unreasonable for an Owner to withhold, condition, or delay its written approval of a Budget Overrun if the total amount of the Budget Overrun increases an Owners Allocable Share by more than ten percent (10%). Without limiting the foregoing, and notwithstanding anything to the contrary herein, the Owners hereby acknowledge and agree that Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("CPB") is subject to various budget approval committees ("BAC Approval"), and that it shall not be unreasonable for CPB to withhold, condition, or delay its approval of a Budget Overrun if CPB cannot obtain BAC Approval within a timely manner, nor shall CPB be in default if CPB fails to deliver funds necessary for budget overruns in a timely manner.

5.2 Budget Revision. The Owners may object to Budget Overrun Notices by giving written notice of, and specific reasons for the objection(s) including the line item and amounts subject to the objection(s). All such objections must be delivered in writing to Project Manager within ten (10) business days after receipt of the Budget Overrun Notice or be deemed waived. The amount objected to shall not be disbursed until the objection is resolved, but all other amounts not objected to may be disbursed in accordance with Section 8, and each Owner shall be required to deposit with Escrow Agent its respective Allocable Share of the overrun which is the subject of the budget Overrun Notice. If a Budget Overrun Notice is given and an Owner objects, but a majority of Owner's (voting by Owner's Allocable Share) approve the additional expense, then the increase shall be deemed approved as a modification to the Budget (subject to Section 5.1 above).

5.3 Owner's Failure to Pay Owner's Allocable Share. In the event that an Owner fails to deliver its Allocable Share for the initial deposit of funds (unless this Agreement is cancelled as set forth above), or upon approval of a Budget Overrun Notice, within the time required herein, the other Owners and the Project Manager shall be immediately entitled to place a lien on the defaulting Owner's property for the amount due (subject to the terms and conditions of this Agreement). Any Owner or the Project Manager may immediately file a notice of lien against the property of the defaulting Owner and the Owner's or Project Manager may foreclose against such lien the same as if it was a mortgage under Utah law.

6. Construction and Installation of the Work. The Owners hereby acknowledge and agree that Project Manager shall perform the Work in compliance with the plans attached hereto as Exhibit "C" (the "Approved Plans").

6.1 Construction Standard; Permits. Project Manager shall use commercially reasonable efforts to cause the Work to be constructed in accordance with the Construction Standard (as hereinafter defined). As used herein, the term "Construction Standard" shall mean the construction and installation of the Work is in substantial conformity with the Approved Plans and the requirements of this Agreement and the City, in such a way as to satisfy all requirements of the City. Project Manager shall obtain all permits required from the City and/or any applicable government authority (collectively, "Approving Authority") for the construction of the Work (the "Permits") on or before March 15, 2017; provided, however, if the Project Manager fails to diligently pursue obtaining the Permits on or before such date (subject to Uncontrollable Events), then a majority of Owners (voting by majority of Owner's Allocable Share, but excluding Project Manager from such vote), may elect to terminate Project Manager. Upon such termination, the Owners may appoint another Project Manager upon terms satisfactory to a majority of Owners (including SCP Fox Hollow LLC in such voting).

6.2 Commencement and Completion Dates.

6.2.1 Commencement; Diligent Construction, Completion Dates. Subject to Uncontrollable Events (as defined in Section 6.2.2 below), Project Manager shall commence the construction of the Work within sixty (60) days after Project Manager's receipt of the Permits. Following commencement of the construction of the Work and subject to Uncontrollable Events (as defined below), Project Manager agrees to cause construction of the Work to proceed in a reasonably diligent manner, and to cause (a) Substantial Completion (as defined in Section 6.5.1) of the Work to occur on or before October 31, 2017, and (b) Final Completion (as defined in Section 6.5.2) of the Work to occur on or before November 30, 2017 (collectively, the "Completion Deadlines").

6.2.2. Force Majeure. Notwithstanding anything to the contrary herein, the commencement of construction of the Work and the Completion Deadlines, and the time for performance of

Project Manager's other obligations under this Section shall be extended by a period of time equal to any period of time in which construction of the Work (as applicable) is delayed due to any strike, walk out, actions of labor unions, riot, mob violence, act of war, insurrection, sabotage, act of terrorism, act of violence, explosion, fire, earthquake, flood, unseasonable weather, material and/or labor shortage or inability to procure labor, equipment, facilities material or supplies, contractor delay, delay in the delivery of supplies (provided Project Manager has acted promptly and with reasonable diligence), act of God, unreasonable delay or interference by any other party, any moratorium or other extraordinary or unusual delay, condition or requirement imposed by any utility or public agency, any similar act, occurrence or non-occurrence beyond Project Manager's reasonable control (each, an "Uncontrollable Event").

6.3 Contractors; Bids. Project Manager shall solicit bids from various contractors, subcontractors and suppliers with respect to the construction of the Work, and provide the Owners a reasonable period (not less than ten (10) business days) to review and comment on the bid documents and all bidders submitting bids for all or portions of the Work. Project Manager shall consider in good faith any comments from the Owners regarding the bidders and bid documents, and obtain the Owner's approval of the same, which may not be unreasonably withheld, conditioned or delayed. Project Manager shall also negotiate and execute binding written contracts (collectively, the "**Construction Contracts**") with each selected contractor. Prior to accepting a bid from a contractor and entering a Construction Contract, the Owners shall have first approved the bid and the form of the Construction Contract(s), which approval may not be unreasonably withheld, conditioned or delayed.

6.4 Inspection by the Owners. The Owners and their representatives, agents and employees, may enter onto the property on which Work is to be constructed from time to time during the construction of the Work for the purpose of inspecting the construction of the Work; provided, however, such entry and inspection shall be at each Owner's sole risk and shall not interfere with the construction of the Work. To the fullest extent permitted by applicable law, and, except to the extent caused by the negligent acts or willful misconduct of Project Manager and its agents, employees, contractors and subcontractors, the Owners shall indemnify, defend and hold Project Manager, and each other Owner harmless for, from and against any and all claims, demands, suits, actions, expenses (including, without limitation, court costs and attorneys' fees), liabilities and obligations arising from or relating to any entry onto the property on which the Work is to be constructed and/or inspection of the Work by the Owners or its agents, employees, contractors, subcontractors, licensees or invitees during the construction of the Work; provided, however, each Owner shall only be responsible for those liabilities and obligations arising from or relating to any entry onto the property by such Owner and its own agents, employees, contractors, subcontractors, licensees, or invitees.

6.5. Completion of Work.

6.5.1 "Substantial Completion" of the Work shall be deemed to have occurred when all of the Work has been completed in accordance with the Approved Plans and is ready for a final inspection by the Approving Authority.

6.5.2 "Final Completion" of the Work (or any applicable component thereof) shall be deemed to have occurred when the Work has been inspected and accepted by the Approving Authority for operation. Project Manager shall deliver to the Owners and the Approving Authority and City "as-built" plans pertaining to the Work certified by a registered engineer and, to the extent not previously delivered as part of a Draw Package (hereinafter defined), unconditional mechanic's lien waivers in statutory form from the general contractor and any other person or entity who performed any of the work or provided

any materials pertaining to the installation of the Work within thirty (30) days following Final Completion. The as-built plans shall be in form and substance acceptable to the Approving Authority and City.

6.6 Grant of Temporary Access and Construction Easement. The Owners agree to grant Project Manager a temporary access and construction easement on, over, under, and across the Owner's property for purposes of constructing and installing the Work. Project Manager shall not damage any such Owner's property or improvements thereon and shall immediately remove any waste, refuse, or other materials deposited on an Owner's property by Project Manager or any of its contractors, subcontractors or suppliers. Project Manager shall use reasonable care in using any temporary access or construction easement and shall only utilize such access as is reasonably necessary for the project.

6.7 Dedication of Work. Upon Substantial Completion of the Work, the Owners shall convey or dedicate the Work (by Bill of Sale or other similar instrument) to the City and/or any Approving Authorities who may be required, together with all appurtenant facilities, free and clear of all liens and encumbrances. Upon acceptance by the City, the Work will be solely operated and maintained by the City. The Owners shall be obligated to fund, based upon each Owner's Allocable Share, the performance and/or warranty bonds required by the City, if any, to convey or dedicate the Work to the City.

7. Remedy for Failure to Complete. If the Work is not being constructed in substantial conformance with the Approved Plans, or if Project Manager fails to achieve or perform any obligation under this Agreement by the time set forth in this Agreement, the Owners, or any of them, may deliver written notice of such failure to Project Manager with a copy to the other Owners (a "Performance Notice"). The Performance Notice shall specify in reasonable detail the basis for the Owner's determination that Project Manager has missed a deadline or that the Work is not being constructed in substantial conformance with the Approved Plans, and shall provide Project Manager with a period of thirty (30) days after Project Manager's receipt of the Performance Notice to cure such failure (the "Cure Period"); provided, however, if the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, the Cure Period shall be deemed extended for a reasonable period of time (not to exceed ninety (90) days or any longer period of time as may be appropriate) so long as Project Manager is proceeding in good faith and with due diligence to cure such failure. If the failure is not cured by Project Manager within the Cure Period (or such time thereafter as may be necessary), then the Owners shall have, as their sole and exclusive remedy for such failure, the right (but not the obligation) at any time prior to Final Completion of the Work, by giving written notice to Project Manager of their election (such notice being hereinafter referred to as an "Assumption Notice") to assume and take over the construction of all of the Work that is then incomplete (such Work being hereinafter referred to as the "Incomplete Work"). In acting hereunder, the Owner's decision to act and provide the Assumption Notice shall be based upon a vote of a majority of Owners (voting by Owner's Allocable Share, excluding the then current Project Manager). Upon assumption of the construction of the Incomplete Work pursuant to this Section 7, the Owners shall hereinafter be referred to as the "Replacement Project Manager." If the Replacement Project Manager takes over the construction of the Incomplete Work as provided for in this Section 7, then (a) Replacement Project Manager shall thereafter have all of the rights and obligations of Project Manager (including, without limitation, applicable reimbursement rights under Section 8), and shall be responsible for performance of the duties and obligations of Project Manager with respect to the Incomplete Work and all references to Project Manager herein shall be deemed to refer to Replacement Project Manager, (b) Project Manager shall assign, on an exclusive basis to the Replacement Project Manager, effective upon (and only in the event of) such assumption, all contracts and subcontracts entered into by Project Manager in connection with the work relating to construction of the Incomplete Work and/or the supply of materials in connection therewith, and all right, title and interest of Project Manager in and to the Approved Plans and any other plans and drawings prepared for or on behalf of Project Manager in connection with the Incomplete Work, and any

and all warranties with respect thereto, and (c) Project Manager shall cooperate with the Replacement Project Manager in connection therewith, including, but not limited to, delivering such notifications and instructions to contractors employed by Project Manager and their subcontractors as the Replacement Project Manager deems appropriate to complete the Incomplete Work. Notwithstanding anything to the contrary, from and after the date Replacement Project Manager takes over construction of the Incomplete Work, Project Manager shall have the same approval and/or consent rights as all other Owners under this Agreement, including any rights to approve, disapprove or consent as an Owner.

Without limiting the foregoing, the Project Manager shall be liable for all actual out of pocket costs and expenses the Owners may suffer for its breach of this Agreement or its obligations described herein, including any cost overruns caused by or related to the Project Managers' intentional acts or omissions. Any Owner shall be authorized to bring an action on behalf of all Owners damaged thereby.

8. Disbursement of Funds. The following provisions shall govern the payment of the Work Costs:

8.1 Definition of Work Costs. As used herein, the term "Work Costs" shall mean all hard and soft costs incurred in connection with the design, plan approval, permitting, construction and installation of the Work, including, without limitation, the following to the extent applicable to the Work: (a) the costs of labor, materials and supplies; (b) all consultant fees incurred in connection with obtaining Approved Plans; (c) all costs incurred in connection with construction staking, demolition, soil amendments or compaction, and storm water pollution prevention plans; (d) costs of all dust control permitting and compliance; (e) costs of all bonds required by any of the Approving Authority with respect to the Work; (f) any processing, plan check or permit fees; (g) any utility or other deposits; (h) all engineering services required to obtain any permit for the construction of the Work; (i) cost of inspections and permits of the Approving Authority to accept the Work; (j) costs of any insurance obtained and/or maintained in connection with the construction of the Work; (k) costs of any corrections, changes or additions required by the Approving Authority; (l) costs of any corrections, changes or additions necessitated by site conditions; (m) all applicable sales taxes; (n) any contractor's fees; (o) all other matters referenced in this Agreement as Work Costs; (p) costs of any easements or rights necessary for the construction and installation of the Work; and (q) any costs which are incurred for correction or repair of any the Work (including, but not limited to, any costs or expenses incurred by Project Manager in connection with any repairs or warranty work and/or the enforcement of such warranties against any contractors, but excluding any ordinary maintenance).

8.2 Draw Package. In connection with each invoice for payment of Work Costs, Project Manager shall provide the following to the Owners (collectively "Draw Package"): (i) the total amount to be paid for the work performed, (ii) an allocation of the total amount among the Owners in accordance with each Owner's Allocable Share, (iii) an allocation of the total amount among the Budget line items to be paid, (iv) Project Manager's estimation of the percentage completion of the Work, (v) Project Manager's statement that, based upon its actual knowledge, the information contained in the Draw Package (together with all supporting documentation) is true, correct and complete in all material respects, and (vi) conditional lien waivers executed by all Lien Claimants (as hereinafter defined) for all labor and materials supplied by such Lien Claimants up to and including the date of the current Draw Package (the only condition being payment of the amount agreed to be due) and unconditional lien waivers for all work previously completed and paid, through the date of the Draw Package immediately preceding the current Draw Package. As used herein, the term "Lien Claimants" shall mean (y) engineers, contractors and material suppliers who have a written contract (direct privity) with Project Manager to perform services or supply materials in connection with the design or construction of the Work, and (z) any other engineer, contractor or supplier that has properly filed a pre-lien notice as required under Utah

law. Project Manager and its contractors shall each monitor the state registry to assure that all contractors, service providers and suppliers are accounted for and paid.

8.3 Payment Procedure; Objection to Draw Package; Payment. Project Manager shall provide Escrow Agent the Draw Package prior to each payment of any portion of the Work Costs. The Owners shall be entitled to direct Escrow Agent to deliver payment of all or any part of the Escrow Funds the Owners have deposited in the Escrow Account at any time or from time to time, as necessary, in the reasonable judgment of the Owners, to pay the Work Costs, subject to any limitations in this Section. If the Owners object to any line item amount reflected as due in a Draw Package (within the below referenced ten (10) business day period), the Owners must deliver to Escrow Agent and Project Manager, written notice of their objection to the payment of such amount by Project Manager (specifically identifying the objectionable item(s) and providing an explanation as to why the Owners believe such item to be inappropriate) within ten (10) business days following receipt of the Draw Package (“Objection Notice”). If no Objection Notice is delivered within such ten (10) business day period, then Escrow Agent shall make the payments contemplated in the Draw Package. If the Owners deliver objections to payment of any line item amount of a Draw Package, then, notwithstanding anything to the contrary contained herein, Escrow Agent shall not be authorized to pay such disputed line item amount unless and until Escrow Agent receives authorization to do so from the Owners. If the Owners object to the payment of any line item amount of a Draw Package, within five (5) business days after receipt of such notice, the Owners and Project Manager shall meet and in good faith attempt to resolve all objections and provide direction to Escrow Agent with regard to the disputed payment. If any single Owner delivers an Objection Notice, but a 2/3rds majority of Owner's (determined by Owner's Allocable Share) do not deliver an Objection Notice, then the Draw Package shall be deemed approved.

8.4 Disbursement Upon Completion and Final Completion. Upon Final Completion of the Work, Project Manager shall submit to Escrow Agent and the Owners a final Draw Package which shall include lien waivers as provided in Section 8.3 above, except that such lien waivers shall be a full and complete waiver of any and all lien claims for the Project. Payment of the final Draw Package shall be subject to the Owner’s approval as provided above. Following payment of the final Draw Package with respect to Final Completion of the Work, Escrow Agent shall return any cash remaining from the Escrow Funds to the Owners based on each Owner’s Allocable Share, excepting any funds that must be held or retained for warranty claims as required by the City.

8.5 Accounting. Project Manager shall keep or cause to be kept, complete and accurate books and records, consistent with custom and practice for construction project accounting, in sufficient detail to allow the Work Costs, as well the Owners’ Allocable Shares payable in respect of the Work Costs, to be calculated, which books and records shall be made available for review at Project Manager’s offices (at reasonable times and upon prior reasonable notice) by any Owner. Project Manager shall provide a monthly update on the Budget and status to date with each Draw Package. Within thirty (30) days after Final Completion, Project Manager shall deliver to Escrow Agent and the Owners, as a Work Cost, a reasonably detailed final accounting of the Work Costs incurred, as well as a copy of the general ledger for the project, as provided for in this Agreement, with a line item comparison to the applicable Budget amounts. The report shall be provided in paper as well as digital format useable and exportable to Excel.

9. Dispute Resolution.

9.1 Mediation. If the Owners deliver an Objection Notice to Project Manager, and the parties are unable to resolve their dispute within thirty (30) days following the delivery of the Objection Notice, the parties shall meet with a mediator in an effort to mediate their dispute. If the parties cannot agree

on a mediator for this purpose, as a pre-condition to formal arbitration, either party may submit the dispute to mediation in accordance with the rules of the American Arbitration Association (“AAA”). Submission of the dispute to arbitration shall be stayed for a period of thirty (30) days following the commencement of mediation, either with an agreed mediator or with a mediator appointed by the American Arbitration Association. The mediation shall be held in the City of Salt Lake, Utah.

9.2 Arbitration. If the Owners are unable to resolve their dispute as a result of mediation under Section 9.1 above, the dispute shall be resolved by a single arbitrator before the AAA under the Arbitration Rules of the AAA, modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed thirty (30) days; (ii) the arbitrator shall be chosen by the AAA, who shall be an experienced construction arbitrator, without submittal of lists and subject to challenge only for good cause shown; (iii) all notices may be by telephone or other electronic communication with later confirmation in writing; (iv) the time, date and place of the hearing shall be set by the arbitrator in his or her sole discretion, provided that there be at least five (5) business days’ prior notice of the hearing; (v) there shall be no post-hearing briefs; (vi) there shall be no discovery except by reasonable order of the arbitrator; and (vii) the arbitrator shall issue his or her decision within seven (7) days after the close of the hearing. The arbitration shall be held in Salt Lake City, Utah. The decision of the arbitrator shall be binding on the parties, not subject to appeal, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid half by each party unless the arbitrator decides otherwise in its discretion. The parties shall each hold harmless and indemnify the arbitrator from any claims arising in connection with the arbitration. The prevailing party in the arbitration may recover its costs and reasonable attorney's fees, which shall be determined and fixed by the arbitrator as part of the arbitration award. The arbitrator will establish the amount of each party’s reimbursable share and upon such a determination the reimbursable share will become due and owing.

9.3 Experience. Any mediator or arbitrator selected or appointed under this Agreement shall be an independent party, and, unless otherwise agreed by the parties, shall have a minimum of ten (10) years of experience as an attorney and at least five (5) years of experience as a mediator or arbitrator, as applicable, within the construction area of practice.

10. Ministerial Duties. It is understood and agreed that the duties of the Escrow Agent are entirely ministerial, being limited to receiving Escrow Funds and paying expenses as directed by the Owners. Escrow Agent's duties are only such as are specifically provided herein.

11. Fees of Escrow Agent. Owners shall be responsible for Escrow Agent's fees and expenses. The fees shall be One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) per month during the term of this Agreement. Such fees shall be payable as compensation for the ordinary administrative services to be rendered by Escrow Agent hereunder, which shall include two construction draws per month, and the receipt of required documents in the Draw Package from contractors, subcontractors and suppliers. AimEscrow may have additional terms and conditions which may be approved in the discretion of Project Manager.

12. Notice. Whenever the service or the giving of any document or consent by or on behalf of any party hereto upon any other party is herein provided for, or becomes necessary or convenient under the provisions of this Agreement or any document related hereto, a valid and efficient service of such document shall be effected by delivering the same in writing to such party in person, by Federal Express or other reputable courier, by facsimile or email with receipt acknowledged, or by sending the same by registered or certified mail, return receipt requested, and shall be deemed received upon personal delivery if delivered personally, by Federal Express or other reputable courier or by facsimile or email, or four (4)

business days after deposit in the mail in the United States, postage prepaid, addressed to the person to receive such notice or communication at the following address:

Escrow Agent: AMESCROW, LLC
8138 South State Street #3
Midvale, Utah 84047
Telephone:
Facsimile:

Owners: CARDINAL LAND HOLDINGS IV, LLC
Attn: Ed Bailey
999 Murray-Holladay Road, Ste. #101
Salt Lake City, UT 84117
Telephone: (801) 502-6000
Email: ed@vcpfunding.com

FH 2014, LLC
2264 W Williamsburg Circle
West Jordan, UT 84088
Telephone:
Facsimile:

HANAHOU, LLC
153 W Sweetbriar Lane
Saratoga Springs, UT 84045
Telephone:
Facsimile:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH
OF JESUS CHRIST OF LATTER-DAY SAINTS
Attn: Ned Stephensen [Prop. No. 500-7418]
50 E North Temple
Salt Lake City, UT, 84150 United States
Telephone: (801) 240-1000
Facsimile:

MOUNTAIN SPA INVESTORS, LLC
3850 East Baseline Road, Suite 114
Mesa, AZ 85206
Telephone: (480) 424-3400
Facsimile:

SCP FOX HOLLOW, LLC
1148 W Legacy Crossing Blvd Ste. 400
Centerville, UT 84014
Telephone: (801) 335-8500
Facsimile: (801) 335-8530

Pronova Holdings 4, LLC
 Attn: Curtis Wolthius
 1022 West 2200 North
 Pleasant Grove, UT 84062

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 12. Notwithstanding the foregoing, any notice given or received after 5:00 p.m. or on a recognized federal or state holiday or on a weekend, shall be deemed given on the next following regular work day.

13. Law Governing. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Utah.

14. Successors and Assigns. This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

15. Attorneys' Fees. In the event of the bringing of any action by any party hereto against any other party arising out of this Agreement, the party who is determined to be the prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including attorneys' fees.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been a part of this Agreement.

18. Further Assurance. Each party agrees that upon the request of the other it will, from time to time, execute and deliver to such other party all such instruments and documents of further assurance or otherwise, and will do any and all such acts and things, as reasonably may be required to carry out the obligations of such party hereunder and consummate the transactions contemplated hereby.

19. Headings. The headings of this Agreement are included for purposes of reference and convenience only and shall not limit or otherwise affect the construction or interpretation of any of the provisions of this Agreement.

20. Entire Agreement; Modification. Except as contemplated and referenced in this Agreement, this Agreement, including all exhibits, supplements, modifies and amends the Second MDA in regard to the development obligations for Wildlife Boulevard, as between the Owners and Pronova, and constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. Once completed the Owners will have no further obligations for Work or Work Costs regarding development of the Wildlife Boulevard. No supplement, modification or amendment of this Agreement shall be effective unless executed in writing by all of the parties hereto.

(signatures to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually and by a duly authorized officer, as of the date first above written.

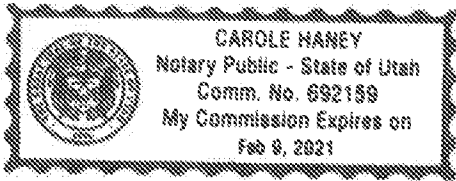
HANAHOU, LLC,
a Utah limited liability company

Scott McCord
Hanahou LLC
By: Scott McCord
Its: Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 16 day of February, 2017, by SCOTT MCCORD, the MANAGER of HANAHOU, LLC, a Utah limited liability company.

Carole Haney
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually and by a duly authorized officer, as of the date first above written.

SCP FOX HOLLOW, LLC,
a Utah limited liability company

By: [Signature]
Its: Manager

STATE OF Utah)
COUNTY OF Davis) ss.

The foregoing instrument was acknowledged before me this 9th day of February, 2017, by Chad Bessinger, the Manager of SCP FOX HOLLOW, LLC, a Utah limited liability company.

[Signature]
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually and by a duly authorized officer, as of the date first above written.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole



By: Gleason McKay
Its: Authorized Agent

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

On this 17th day of February, 2017, personally appeared before me Gleason McKay, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

Lori Guerrero
Notary Public

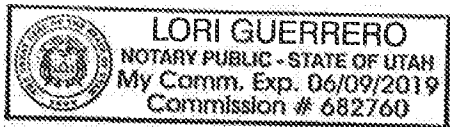
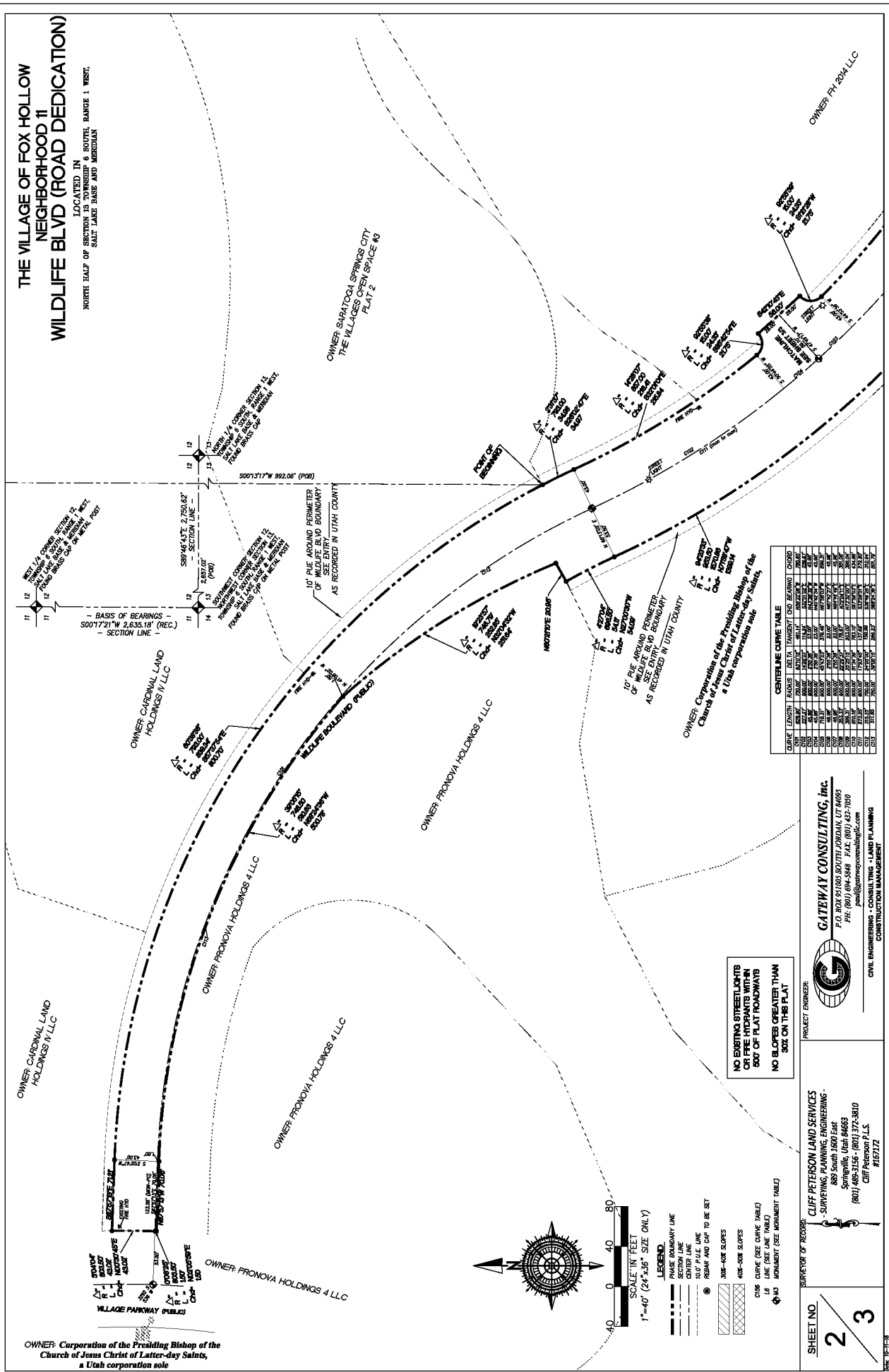


EXHIBIT "A"

[See Attached Plat(s) for the North Property]

**THE VILLAGE OF FOX HOLLOW
NEIGHBORHOOD II
WILDLIFE BLVD (ROAD DEDICATION)**

LOCATED IN
NORTH HALF OF SECTION 15 TOWNSHIP 6 SOUTH RANGE 1 WEST,
SALT LAKE RANGE AND MERIDIAN



OWNER: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

CENTERLINE CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C100	100.00	100.00	90.00	141.42	135.00	141.42
C150	150.00	150.00	90.00	212.13	202.50	212.13
C200	200.00	200.00	90.00	282.84	270.00	282.84
C250	250.00	250.00	90.00	353.55	337.50	353.55
C300	300.00	300.00	90.00	424.26	405.00	424.26
C350	350.00	350.00	90.00	494.97	472.50	494.97
C400	400.00	400.00	90.00	565.68	540.00	565.68
C450	450.00	450.00	90.00	636.39	607.50	636.39
C500	500.00	500.00	90.00	707.10	675.00	707.10
C550	550.00	550.00	90.00	777.81	742.50	777.81
C600	600.00	600.00	90.00	848.52	810.00	848.52
C650	650.00	650.00	90.00	919.23	877.50	919.23
C700	700.00	700.00	90.00	989.94	945.00	989.94
C750	750.00	750.00	90.00	1060.65	1012.50	1060.65
C800	800.00	800.00	90.00	1131.36	1080.00	1131.36
C850	850.00	850.00	90.00	1202.07	1147.50	1202.07
C900	900.00	900.00	90.00	1272.78	1215.00	1272.78
C950	950.00	950.00	90.00	1343.49	1282.50	1343.49
C1000	1000.00	1000.00	90.00	1414.20	1350.00	1414.20

GATEWAY CONSULTING, inc.
P.O. BOX 951005, SALT LAKE CITY, UT 84195
PH: (801) 594-5668 FAX: (801) 432-7020
portal@gatewayconsulting.com

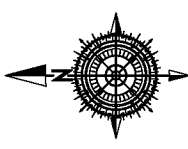
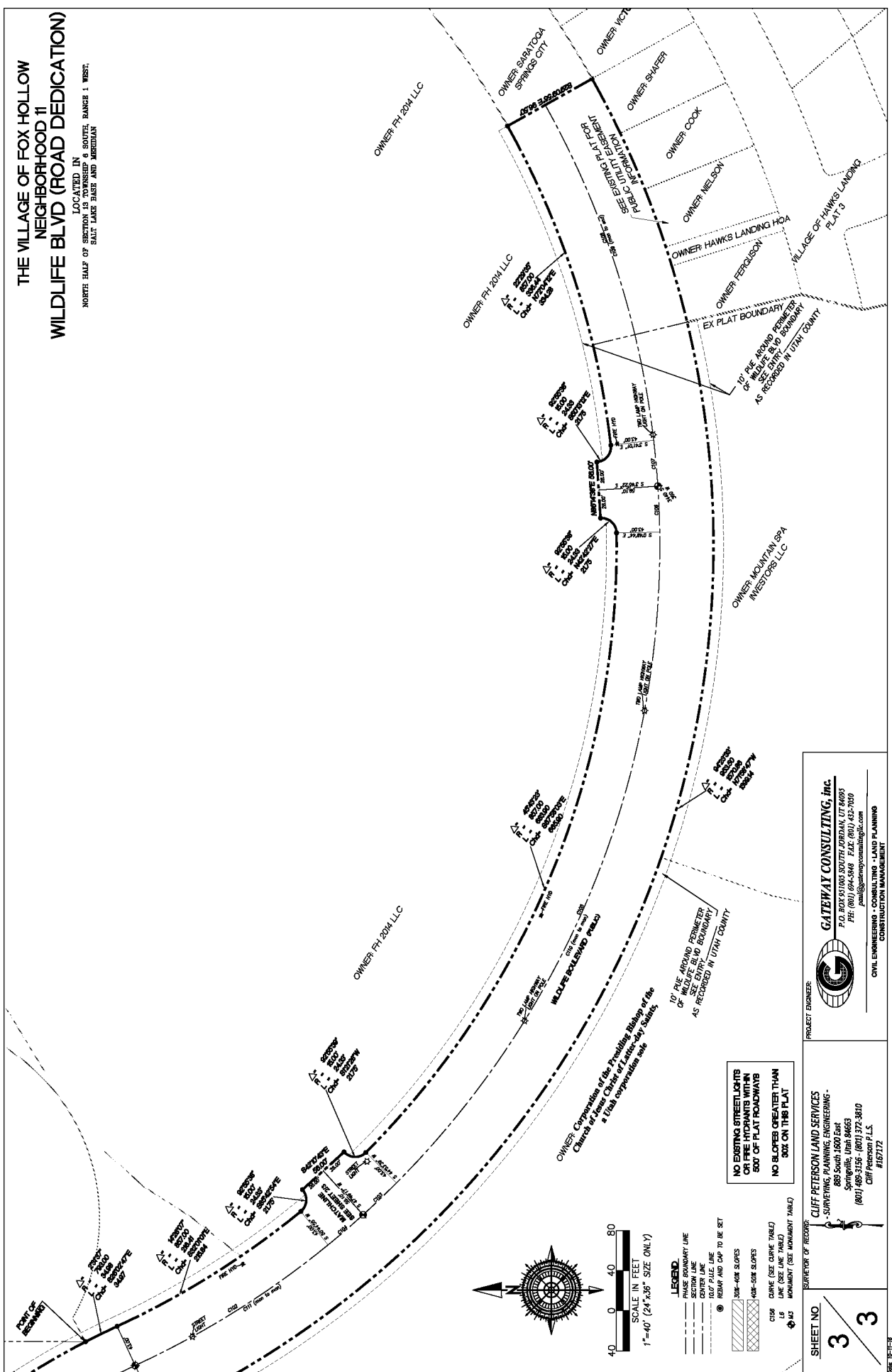
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

CLIFF PETERSON LAND SERVICES
- SURVEYING, PLANNING, ENGINEERING -
889 South 1600 East
Springville, Utah 84663
(801) 489-3156 • (801) 372-3810
Cliff Peterson P.L.L.C.
#167472

SHEET NO. 2 / 3

**THE VILLAGE OF FOX HOLLOW
NEIGHBORHOOD II
WILDLIFE BLVD (ROAD DEDICATION)**

LOCATED IN
SOUTH PLAT 3
RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN



SCALE IN FEET
1"=40' (24"x36" SIZE ONLY)

- LEGEND**
- PHASE BOUNDARY LINE
 - SECTION LINE
 - EASEMENT LINE
 - 10' PILE LINE
 - 10' PILE AND CAP TO BE SET
 - 10%+ SLOPE
 - 10%+ SLOPE
 - CURVE (SEE CURVE TABLE)
 - LINE (SEE LINE TABLE)
 - MONUMENT (SEE MONUMENT TABLE)

NO EXISTING STREETS LIGHTS
OR FIRE HYDRANTS WITHIN
500' OF PLAT BOUNDARIES
NO SLOPE GREATER THAN
30% ON THIS PLAT


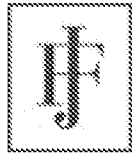
<p>PROJECT ENGINEER</p>  <p>GATEWAY CONSULTING, Inc. P.O. BOX 551005 SOUTH JORDAN, UT 84005 PH: (801) 694-8348 FAX: (801) 632-7000 paul@gatewayconsultingllc.com</p>	<p>CLIFF PETERSON LAND SERVICES SURVEYING, PLANNING ENGINEERING - 885 South 1600 East Springville, Utah 84663 (801) 489-3258 - (801) 372-3810 Cliff Peterson P.L.L.C. #107172</p>
<p>SHEET NO.</p> <p style="font-size: 2em; text-align: center;">3 / 3</p>	<p>SEE NOTES ON PREVIOUS SHEETS WILL MAKE PLAT.</p>

EXHIBIT "B"

[See Attached Budget]



JF CAPITAL™

Fox Hollow Wildlife Boulevard

February 13, 2017

COSTS ALLOCATED BY PROPERTY OWNER

R-2	Property Owners	Acres	% of Total Acres	Each Owners Cost
	Cardinal Land Holdings IV LLC	27.16	17.5%	338,793
	FH 2014, LLC	22.31	14.4%	278,325
	Hanahou LLC	16.66	10.7%	207,840
	LDS Church	19.48	12.5%	243,020
	Mountain Spa Investors LLC	14.86	9.6%	185,384
	SCP Fox Hollow LLC	55.00	35.4%	686,083
	Grand Total	155.46	100%	1,939,445

Data Source

The Villages At Saratoga Springs (Fox Hollow) - Second Master Development Agreement Recorded - June 20, 2013

- 1 Exhibit "A" - Property Ownership Map - Page 33 of 250
- 2 Exhibit "A-2" - Property Ownership Legal Descriptions - Page 35 to 58 of 250
- 3 Exhibit "D" - Unit Summary - Page 88 of 250
- 4 Exhibit "D-1" - Master Development Plan - Page 90 of 250
- 5 Exhibit "L" - Neighborhood Development Requirements Schedule - Page 211 of 250

Assumptions

- 1 Allocations are made on a per acre basis and include development area where final plats have not been previously recorded.
- 2 Acreage estimates per neighborhood are based on actual parcel data in areas where plans have been produced and per the MDA in areas where no engineering has been completed.



JF CAPITAL™

COSTS ALLOCATED BY NEIGHBORHOODS

NBH	Property Owner	Acres	% Total of Acres	Each Neighborhood Cost
5	SCP Fox Hollow LLC	10.54	6.8%	131,428
5	Cardinal Land Holdings IV LLC	23.96	15.4%	298,872
6	SCP Fox Hollow LLC	44.46	28.6%	554,655
6	Cardinal Land Holdings IV LLC	3.20	2.1%	39,921
6	LDS Church	9.46	6.1%	118,017
8	Mountain Spa Investors LLC	14.86	9.6%	185,384
8	Hanahou LLC	16.66	10.7%	207,840
8	LDS Church	10.02	6.4%	125,003
11	FH 2014, LLC	22.31	14.4%	278,325
Total		155.46	100.0%	1,939,445

PROJECT COSTS

Item	Vendor	Description	Amount
1	Saratoga Springs	Warranty Bond*	152,251
2	Saratoga Springs	Review and Inspection Fee	25,359
3	Saratoga Springs	Water Fees	36,750
4	Gateway Consulting	Engineering	25,688
5	Region Engineering	Engineering & Surveying	8,300
6	Kilgore Contracting	Road Improvements & Landscaping	1,406,038
7	Kilgore Contracting	TV Existing Utilities	2,975
8	Pointe West Land Design	Landscape Architecture	4,950
9	Pointe West Land Design	Landscape Design Adjustments	600
10	Misc.	Legal Fees	5,000
11	Powr House Electric	Street Lighting	63,350
12	Power House Electric	Landscaping Power	10,000
13		Contingency (10%)**	147,939
14	SCP Fox Hollow, LLC	Management Fee (3%***)	50,245
Total			1,939,445

* Each owner's share of the warranty bond, less deductions by Saratoga Springs will be refunded at the end of the warranty period.

** Any surplus funds remaining at the end of the project shall be distributed back to each owner according to their pro rata share.

*** Management fee excludes city bonds and fees

Fox Hollow Wildlife Boulevard

Project Costs Status

Source Name	Description	Status	Amount
Saratoga Springs	Warranty Bond	To Be Paid	\$152,251
Saratoga Springs	Review and Inspection Fee	To Be Paid	\$25,359
Saratoga Springs	Water Fees	To Be Paid	\$36,750
Gateway Consulting	Engineering	Previously Paid	\$25,688
Region Engineering	Engineering & Surveying	To Be Paid	\$8,300
Kilgore Contracting	Road Improvements & Landscaping	To Be Paid	\$1,406,038
Kilgore Contracting	TV Existing Utilities	Previously Paid	\$2,975
Pointe West Land Design	Landscape Architecture	To Be Paid	\$4,950
Pointe West Land Design	Landscape Design Adjustments	To Be Paid	\$600
Misc.	Legal Fees	To Be Paid	\$5,000
Power House Electric	Street Lighting	To Be Paid	\$63,350
Power House Electric	Landscaping Power	To Be Paid	\$10,000
Contingency	10% of Construction	To Be Paid	\$147,939
Management Fee to SCP (3%)	Excluding City Bond and Fees	To Be Paid	\$50,245
Total			\$1,939,445

Previously Paid Total*	\$ 28,663
To Be Paid Total	\$ 1,910,782

* The previously paid total by SCP Fox Hollow, LLC shall be deducted from their total contribution

Neighborhood	Property Owner	Unit/Acre	Acres	% of Total Acres	Lots	% of Total Lots
1.7a	SCP Fox Hollow LLC	4	11.0	1.8%	24	1.2%
3	SCP Fox Hollow LLC	6	22.3	3.6%	68	3.3%
4	SCP Fox Hollow LLC	15	21.8	3.6%	88.0	4.3%
4	Cardinal Land Holdings IV LLC	15	40.7	6.6%	164.0	8.1%
5	SCP Fox Hollow LLC	4	10.5	1.7%	63	3.1%
5	Cardinal Land Holdings IV LLC	4	24.0	3.9%	83	4.1%
6	SCP Fox Hollow LLC	6	44.5	7.2%	146	7.2%
6	Cardinal Land Holdings IV LLC	6	3.0	0.5%	10	0.5%
6	LDS Church	6	9.5	1.5%	1	0.0%
7	Pronova Holdings LLC	3	68.0	11.1%	200	9.8%
8	Mountain Spa Investors LLC	4	14.9	2.4%	52	2.6%
8	Hanahou LLC	4	16.7	2.7%	72	3.5%
8	LDS Church	4	10.0	1.6%	40	2.0%
10	Hanahou LLC	12	7.4	1.2%	43.0	2.1%
10	Utah Pacific Holdings LLC	12	5.0	0.8%	29.0	1.4%
11	FH 2014 LLC	10	22.3	3.6%	108.0	5.3%
11	Cardinal Land Holdings IV LLC	10	1.8	0.3%	9.0	0.4%
12	SCP Fox Hollow LLC	3.5	63.8	10.4%	195.0	9.6%
13	SCP Fox Hollow LLC	6	8.5	1.4%	51.0	2.5%
13	Cardinal Land Holdings IV LLC	6	12.5	2.0%	76.0	3.7%
14	SCP Fox Hollow LLC	2	51.7	8.4%	104.0	5.1%
14	Cardinal Land Holdings IV LLC	2	14.0	2.3%	28.0	1.4%
15	OBM Scott LTD	6	14.7	2.4%	88	4.3%
16	La Familia Vss LLC	2	55.4	9.0%	110	5.4%
17	La Familia Vss LLC	3	60.2	9.8%	180	8.9%
			614.1	100%	2032.0	100%

Acres 755,000.00
Lots

26,851.39	32,696.85
50,088.18	60,935.04
12,952.36	23,407.97
29,454.16	30,839.07
54,661.77	54,247.05
3,700.67	3,715.55
11,630.69	371.56
83,626.60	74,311.02
18,269.77	19,320.87
20,482.79	26,751.97
12,319.18	14,862.20
9,122.59	15,976.87
6,147.30	10,775.10
27,429.24	40,127.95
2,243.76	3,344.00

Exhibit "D" - Unit Summary

Neighborhood	Maximum Number of Units (1)	Maximum Density (Units/Acre) (1)	Approximate Area
No. 1	27	4	6.75
No. 4	552	15 (2)	37.16
No. 5	146	4	36.43
No. 6	138	3.5	39.43
No. 7	200	3 (3)	66.55
No. 8	165	4	41.55
No. 10	142	10 (2)	11.88
No. 11	226	10 (2)	16.53
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
Open Space			217.75
Totals	2454		754.68

- (1) The costs associated with the dedication of the Regional Park (R-1) land will be allocated to all neighborhoods within the development on a pro-rata basis per the provisions of Section 1.c of Exhibit "1-1" Villages At Saratoga Springs (Fox Hollow) Open Space Improvements Procedures.
- (2) Park and Open Space Requirements will be identified per the procedures outlined in Exhibit "1-1".
- (3) Developers of individual neighborhoods may provide financial security for improvements identified in Exhibit "1-1" that do not pose a health and safety concern, as determined by the City, in lieu of completing these improvements prior to the issuance of building permits. Any financial security provided for the improvements shall be in the form of a Letter of Credit or Cash Bond (the "Improvement Bond"). Upon delivery of the Improvement Bond to the City, the City will agree to the issuance of building permits for the effected subdivision.
- (4) The improvements shown as part of W-4 may be constructed in phases as determined by the City. Those neighborhoods defined as responsible for these improvements may only be required to construct a portion of these improvements as determined at the time of subdivision approval.

EXHIBIT "C"

[See Attached City Consent]

Subject: RE: Wildlife Blvd - City's position
Date: Monday, January 9, 2017 at 5:50:38 PM Mountain Standard Time
From: Kevin Thurman
To: Mitchell Fielding, Chase Nielsen, 'Doug Towler', Chad Bessinger

Gentlemen,

You have asked me to state the position of the City of Saratoga Springs ("City") with respect to the construction of Wildlife Blvd. Please consider this email as such.

The Villages at Saratoga Springs Second Master Development Agreement ("MDA") requires the construction and dedication of Wildlife Blvd. ("Wildlife Requirements") by the developers of Neighborhoods 5, 6, 7, 8, and 11 (collectively, the "Obligated Developers"). MDA, Exhibits H & L. This construction is required at the time of plat submittal for any of the obligated neighborhoods. MDA at ¶ 9.a. Exhibit H lists the required road improvements, which exhibit is the "anticipated improvements required for the entire Project," is the "City's best estimate at this time as to the required improvements on Developer's property," and is "not intended to be [an] exhaustive list[]." "The required improvements for each plat shall be determined by the City Engineer . . . at the time of plat submittal and shall primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations." Id.

The City has recently received applications for the development of Neighborhoods 5 and 6, and in fact has granted approvals for Neighborhood 6. It is my understanding that Neighborhood 6 has been recorded and building permits are being issued. As part of these approvals, City Staff has indicated that the construction of a two-lane portion of Wildlife Blvd. that meet the needs of Neighborhood 5 and 6 along the Pronova section is sufficient to meet the requirements of the MDA for N6 and N5 through the transfer of N6 obligations. In accordance with the MDA, City Staff has therefore determined the required improvements for Neighborhoods 5 and 6, and that decision has been ratified by the City Council for N6. City Staff is currently working with the applicant to determine the obligations of N5 and has indicated that the two-lane portion of Wildlife is sufficient.

With respect to other neighborhoods, the City has not received applications for the development of these neighborhoods. To pre-determine the required improvements for these neighborhoods prior to the "time of plat submittal" would be in contravention of the MDA and a unilateral amendment without going through the legislative process. Furthermore, as stated in the MDA, the list of neighborhood obligations in the exhibits is "the City's best estimate at this time as to the required improvements on Developer's property" and is "not intended to be [an] exhaustive list[]." While it is not anticipated that any neighborhoods other than N5, N6, N7, N8, or N11 will be responsible for any Wildlife Blvd. improvements, the MDA does not allow us to predetermine future required improvements

However, related to the payment of the Wildlife Requirements, the City understands that the Obligated Developers have elected to enter into a mutually acceptable Escrow Agreement ("Escrow Agreement"). The Escrow Agreement generally states that Pronova Holdings 4, LLC (and its successors and assigns) will pay for the construction of the South portion of Wildlife Boulevard, and all remaining Obligated Developers (and their successors and assigns) will pay for the construction of the North portion of Wildlife Boulevard. As the Escrow Agreement appears to meet all current requirements of the MDA with respect to the Wildlife obligations, it is not the City's intent to enter into a reimbursement, pioneering, or payback agreement with any Obligated Developer if such agreement is inconsistent with the allocation of payment obligations for the Wildlife Requirements set forth in the Escrow Agreement.

I realize this email may not give the parties all of the assurances they are requesting, but there are existing options if the parties are still uncomfortable with proceeding with the construction of Wildlife Blvd. If you would like further assurances, you may: (a) submit plats for the development of additional neighborhoods; or

(b) request an amendment to the MDA.

Please feel free to contact me at any time if you have any questions or concerns about this email.

Thanks,

Kevin

Kevin Thurman
City of Saratoga Springs
City Attorney
(801) 766-9793 x105

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EXHIBIT "D"

Description of Properties

Neighborhood 5**SCP Fox Hollow, LLC**

Parcel: 59:012:0107

COM S 1078.87 FT & E 2586.3 FT FR W 1/4 COR. SEC. 12, T6S, R1W, SLB&M.; S 55 DEG 17' 23" E 312.27 FT; S 59 DEG 2' 57" W 28.71 FT; S 40 DEG 23' 0" W 85.51 FT; S 49 DEG 37' 0" E 85.77 FT; S 40 DEG 29' 44" W 141.43 FT; ALONG A CURVE TO L (CHORD BEARS: S 30 DEG 30' 27" W 77.01 FT, RADIUS = 222 FT); S 20 DEG 31' 7" W 23.24 FT; N 48 DEG 53' 30" W 166.33 FT; N 20 DEG 48' 29" E 23.83 FT; N 38 DEG 42' 0" E 45.88 FT; N 38 DEG 42' 2" E 112.81 FT; N 49 DEG 37' 2" W 32.65 FT; ALONG A CURVE TO L (CHORD BEARS: N 52 DEG 48' 10" W 63.58 FT, RADIUS = 597.84 FT); S 33 DEG 27' 39" W 12.47 FT; N 56 DEG 32' 23" W 74 FT; N 33 DEG 27' 35" E 12.5 FT; ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 56' 53" W 31.02 FT, RADIUS = 98.36 FT); N 14 DEG 50' 55" E 56 FT; N 34 DEG 42' 35" E 115.82 FT; S 0 DEG 9' 59" W 8.92 FT TO BEG. AREA 1.873 AC.

Parcel: 59:012:0108

COM N 677.76 FT & E 2124.89 FT FR SW COR. SEC. 12, T6S, R1W, SLB&M.; N 72 DEG 35' 54" E 122.57 FT; N 64 DEG 28' 14" E 61.96 FT; N 57 DEG 47' 28" E 61.89 FT; N 50 DEG 16' 25" E 61.89 FT; N 42 DEG 45' 20" E 61.89 FT; N 35 DEG 14' 14" E 61.89 FT; N 27 DEG 43' 34" E 61.78 FT; N 20 DEG 48' 26" E 205.8 FT; S 48 DEG 53' 29" E 166.33 FT; S 20 DEG 31' 9" W 118.87 FT; ALONG A CURVE TO R (CHORD BEARS: S 25 DEG 48' 43" W 115.86 FT, RADIUS = 628 FT); S 46 DEG 46' 41" E 182.29 FT; S 0 DEG 34' 53" E 717.13 FT; N 89 DEG 47' 12" W 51.93 FT; N 31 DEG 26' 14" W 55.29 FT; N 37 DEG 5' 51" W 89.97 FT; N 40 DEG 41' 54" W 56 FT; N 44 DEG 25' 31" W 94.15 FT; N 49 DEG 29' 6" W 82.76 FT; N 52 DEG 18' 42" W 75 FT; N 47 DEG 45' 32" W 77.97 FT; N 45 DEG 57' 13" W 75.03 FT; N 42 DEG 18' 19" W 75.31 FT; N 7 DEG 3' 30" W 94.18 FT; N 41 DEG 2' 39" W 140.26 FT TO BEG. AREA 7.947 AC.

Parcel: 59:012:0141

COM N .69 FT & W 51.85 FT FR S 1/4 COR. SEC. 12, T6S, R1W, SLB&M.; N 89 DEG 47' 13" W 320.65 FT; N 42 DEG 48' 46" W 29.73 FT; N 48 DEG 6' 47" W 75 FT; N 52 DEG 21' 3" W 75 FT; N 49 DEG 13' 29" W 83.17 FT; N 46 DEG 4' 30" W 217.88 FT; N 17 DEG 24' 6" W 60.22 FT; S 72 DEG 35' 56" W 170.56 FT; ALONG A CURVE TO L (CHORD BEARS: N 13 DEG 14' 31" W 256.69 FT, RADIUS = 2553.5 FT); N 72 DEG 35' 55" E 358.12 FT; S 41 DEG 2' 40" E 140.26 FT; S 7 DEG 3' 29" E 94.18 FT; S 42 DEG 18' 18" E 75.31 FT; S 45 DEG 57' 12" E 75.03 FT; S 47 DEG 45' 33" E 77.97 FT; S 52 DEG 18' 42" E 75 FT; S 49 DEG 29' 5" E 82.76 FT; S 44 DEG 25' 32" E 94.15 FT; S 40 DEG 41' 55" E 56 FT; S 37 DEG 5' 52" E 89.97 FT; S 31 DEG 26' 13" E 55.29 FT TO BEG. AREA 5.868 AC.

Parcel: 59:012:0109

COM N 0 DEG 17' 21" E 330.07 FT & S 89 DEG 42' 39" E 1840.25 FT FR SW COR. SEC. 12, T6S, R1W, SLB&M.; N 72 DEG 35' 54" E 170.59 FT; S 17 DEG 24' 6" E 60.22 FT; S 46 DEG 4' 31" E 217.89 FT; S 49 DEG 13' 29" E 83.17 FT; S 52 DEG 21' 6" E 75 FT; S 48 DEG 6' 48" E 75 FT; S 42 DEG 48' 42" E 30.2 FT; N 89 DEG 46' 43" W 498.2 FT; ALONG A CURVE TO L (CHORD BEARS: N 6 DEG 39' 10" W 330.27 FT, RADIUS = 2553.5 FT) TO BEG. AREA 2.587 AC.

Cardinal Land Holdings IV, LLC

Parcel: 59:013:0057

COM S 7.25 FT & E 1880.1 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; S 89 DEG 46' 43" E 498.19 FT; S 42 DEG 48' 39" E 44.8 FT; S 39 DEG 27' 15" E 20 FT; S 36 DEG 5' 47" E 75 FT; S 30 DEG 47' 40" E 75 FT; S 25 DEG 29' 34" E 75 FT; S 20 DEG 11' 28" E 75 FT; S 14 DEG 6' 39" E 65.8 FT; S 74 DEG 16' 23" W 342.34 FT; S 18 DEG 38' 1" W 145.1 FT; ALONG A CURVE TO L (CHORD BEARS: N 79 DEG 39' 37" W 228.77 FT, RADIUS = 793.39 FT); N 87 DEG 57' 12" W 71.21 FT; ALONG A CURVE TO L (CHORD BEARS: N 4 DEG 15' 48" W 90.88 FT, RADIUS = 791.45 FT); N 7 DEG 30' 19" W 102.36 FT; ALONG A CURVE TO R (CHORD BEARS: N 2 DEG 26' 2" W 123.14 FT, RADIUS = 698.53 FT); ALONG A CURVE TO L (CHORD BEARS: N 0 DEG 9' 22" W 248.71 FT, RADIUS = 2555 FT) TO BEG. AREA 7.249 AC.

Parcel: 59:012:0087

COM S 466.51 FT & W 501.74 FT FR N 1/4 COR. SEC. 13, T6S, R1W, SLB&M.; N 74 DEG 16' 23" E 342.35 FT; N 14 DEG 6' 39" W 65.8 FT; N 20 DEG 11' 28" W 75 FT; N 25 DEG 29' 34" W 75 FT; N 30 DEG 47' 40" W 75 FT; N 36 DEG 5' 47" W 75 FT; N 39 DEG 27' 14" W 20 FT; N 42 DEG 48' 41" W 44.67 FT; S 89 DEG 46' 35" E 320.59 FT; S 31 DEG 26' 13" E 52.88 FT; S 25 DEG 59' 43" E 93.79 FT; S 20 DEG 57' 23" E 93.79 FT; S 15 DEG 25' 2" E 93.76 FT; S 14 DEG 12' 39" E 119.82 FT; S 2 DEG 33' 13" E 99.56 FT; ALONG A CURVE TO R (CHORD BEARS: N 84 DEG 20' 38" W 80.7 FT, RADIUS = 444 FT); N 79 DEG 7' 48" W 15.58 FT; S 10 DEG 52' 12" W 56 FT; S 12 DEG 39' 17" W 101.66 FT; N 75 DEG 18' 41" W 45.52 FT; S 69 DEG 11' 47" W 219.6 FT; S 40 DEG 33' 42" W 26.9 FT; ALONG A CURVE TO L (CHORD BEARS: N 60 DEG 24' 28" W 301.74 FT, RADIUS = 793 FT); N 18 DEG 38' 1" E 145.1 FT TO BEG. AREA 6.088 AC.

Parcel: 59:012:0144

COM AT N 1/4 COR. SEC. 13, T6S, R1W, SLB&M.; N 0 DEG 34' 24" W 717.59 FT; S 46 DEG 46' 47" E 326.75 FT; N 44 DEG 36' 38" E 258.46 FT; S 45 DEG 23' 24" E 9 FT; N 44 DEG 36' 38" E 185.15 FT; S 45 DEG 23' 20" E 29.91 FT; N 44 DEG 36' 38" E 111.89 FT; ALONG A CURVE TO L (CHORD BEARS: S 52 DEG 56' 6" E 70.24 FT, RADIUS = 1037 FT); ALONG A CURVE TO R (CHORD BEARS: S 48 DEG 35' 52" E 374.64 FT, RADIUS = 1713.03 FT); ALONG A CURVE TO R (CHORD BEARS: S 17 DEG 41' 25" W 25.64 FT, RADIUS = 24.5 FT); S 40 DEG 44' 54" E 66 FT; ALONG A CURVE TO R (CHORD BEARS:

N 78 DEG 51' 6" E 25.19 FT, RADIUS = 25.5 FT); ALONG A CURVE TO R (CHORD BEARS: S 30 DEG 54' 19" E 497.06 FT, RADIUS = 1713.03 FT); S 22 DEG 33' 49" E 153.23 FT; S 66 DEG 53' 6" W 98.29 FT; ALONG A CURVE TO L (CHORD BEARS: S 53 DEG 50' 12" W 338.65 FT, RADIUS = 749.37 FT); S 40 DEG 47' 17" W 55.58 FT; ALONG A CURVE TO R (CHORD BEARS: S 58 DEG 33' 44" W 305.25 FT, RADIUS = 500.06 FT); S 76 DEG 20' 11" W 136.88 FT; ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 17' 31" W 167.93 FT, RADIUS = 601.61 FT); ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 49' 24" W 362.29 FT, RADIUS = 600.14 FT); N 84 DEG 36' 16" W 56.6 FT; N 75 DEG 18' 45" W 19.58 FT; N 12 DEG 39' 17" E 101.66 FT; N 10 DEG 52' 11" E 56 FT; S 79 DEG 7' 47" E 15.58 FT; ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 20' 39" E 80.7 FT, RADIUS = 446.99 FT); N 2 DEG 33' 13" W 99.56 FT; N 14 DEG 12' 39" W 119.82 FT; N 15 DEG 25' 2" W 93.76 FT; N 20 DEG 57' 23" W 93.79 FT; N 25 DEG 59' 43" W 93.79 FT; N 31 DEG 26' 11" W 52.88 FT; S 89 DEG 46' 35" E 51.56 FT TO BEG. AREA 31.514 AC.

Neighborhood 6

Corporation of the Presiding Bishop

Parcel 59:013:0058

A PARCEL OF LAND LOCATED IN THE NW QUARTER OF SEC 13, T6S, R1W, MORE PARTICULARLY DESC AS FOLLOWS: BEG AT A POINT S 89°46'43" E 1,783.51 FT ALONG THE SEC LINE FROM THE NW COR OF SEC 13, AND RUNNING; TH S 89°46'43" E 96.69 FT ALONG SAID SEC LINE TO A POINT OF CURVATURE; TH 248.73 FT ALONG THE ARC OF A 2,553.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°34'52" (LONG CHORD BEARS S 0°09'38" E 248.62 FT) TO A POINT OF REVERSE CURVATURE; TH 123.30 FT ALONG THE ARC OF A 696.50 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°08'35" (LONG CHORD BEARS S 02°26'00" E 123.14 FT); TH S 07°30'18" E 102.36 FT TO A POINT OF CURVATURE; TH 133.95 FT ALONG THE ARC OF A 803.50 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°33'05" (LONG CHORD BEARS S 02°43'46" E 133.79 FT); TH N 87°57'13" W 53.58 FT TO A POINT OF CURVATURE; TH 646.62 FT ALONG THE ARC OF A 750.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°23'59" (LONG CHORD BEARS S 26°44'39" W 626.77 FT); TH N 38°33'21" W 43.00 FT TO A POINT OF CURVATURE; TH N 44°39'53" W 89.61 FT; TH N 46°43'14" W 80.00 FT; TH N 38°14'05" W 81.93 FT; TH N 0°13'43" E 554.54 FT; TH N 41°29'24" E 151.77 FT; TH N 50°53'06" E 11.68 FT; TH N 57°16'11" E 101.94 FT; TH N 67°05'19" E 72.34 FT; TH N 79°48'26" E 153.55 FT TO A POINT OF CURVATURE; TH 162.45 FT ALONG THE ARC OF A 2,457.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°47'17" (LONG CHORD BEARS N 01°10'43" W 162.42 FT) TO THE PT OF BEG. AREA 9.461 AC AND 1 LOT

Neighborhood 7

Pronova Holdings, LLC

Parcel: 59:013:0045

COM S 89 DEG 46' 35" E 996.34 FT & S 1547.19 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; N 75 DEG 32' 54" E 344.08 FT; ALONG A CURVE TO L (CHORD BEARS: N 68 DEG 18' 55" E 228.77 FT, RADIUS = 908.5 FT); ALONG A CURVE TO R (CHORD BEARS: S 86 DEG 33' 52" E 192.65 FT, RADIUS = 180 FT); S 54 DEG 12' 39" E 384.24 FT; S 31 DEG 26' 6" E 548.91 FT; ALONG A CURVE TO R (CHORD BEARS: S 28 DEG 46' 30" W 216.96 FT, RADIUS = 125 FT); ALONG A CURVE TO L (CHORD BEARS: S 28 DEG 13' 4" W 17.45 FT, RADIUS = 10 FT); S 32 DEG 32' 58" E 104.87 FT; ALONG A CURVE TO L (CHORD BEARS: N 86 DEG 41' 0" E 17.45 FT, RADIUS = 10 FT); ALONG A CURVE TO R (CHORD BEARS: N 70 DEG 24' 13" E 175.19 FT, RADIUS = 125 FT); S 65 DEG 6' 31" E 50.33 FT; ALONG A CURVE TO R (CHORD BEARS: S 50 DEG 43' 38" E 124.19 FT, RADIUS = 250 FT); S 36 DEG 20' 45" E 90.98 FT; ALONG A CURVE TO R (CHORD BEARS: S 0 DEG 49' 26" W 223.55 FT, RADIUS = 185 FT); S 37 DEG 59' 37" W 72.83 FT; S 52 DEG 0' 23" E 20.94 FT; N 54 DEG 43' 43" E 73.61 FT; N 74 DEG 20' 4" E 57.08 FT; S 0 DEG 16' 10" W 1598.26 FT; N 54 DEG 46' 53" W 893.25 FT; ALONG A CURVE TO R (CHORD BEARS: N 33 DEG 45' 10" W 1212.86 FT, RADIUS = 1690 FT); N 12 DEG 43' 27" W 666.27 FT; ALONG A CURVE TO R (CHORD BEARS: N 18 DEG 46' 59" W 364.02 FT, RADIUS = 2410 FT); N 14 DEG 27' 6" W 265.91 FT TO BEG. AREA 68.019 AC.

Neighborhood 8**Mountain Spa Investors, LLC**

Parcel: 59:013:0041

COM N 89 DEG 45' 6" W 2341.32 FT & S 1512.8 FT FR NE COR. SEC. 13, T6S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 87 DEG 13' 25" E 504.14 FT, RADIUS = 900 FT); S 13 DEG 29' 18" E 171 FT; S 14 DEG 7' 0" W 62.77 FT; S 12 DEG 15' 49" E 106.87 FT; S 80 DEG 5' 41" W 39.25 FT; S 40 DEG 38' 33" E 461.36 FT; S 29 DEG 40' 20" E 90.66 FT; S 23 DEG 44' 18" E 119.5 FT; S 3 DEG 40' 49" E 64.04 FT; S 32 DEG 13' 32" E 66.41 FT; S 0 DEG 17' 26" W 96.27 FT; N 89 DEG 43' 10" W 272 FT; N 0 DEG 17' 26" E 96.31 FT; N 36 DEG 17' 31" W 69.74 FT; N 0 DEG 17' 26" E 102 FT; N 89 DEG 42' 34" W 63 FT; N 61 DEG 22' 52" W 71.57 FT; N 89 DEG 42' 34" W 126 FT; S 76 DEG 28' 49" W 53.01 FT; S 79 DEG 37' 28" W 11.72 FT; S 83 DEG 4' 34" W 59.34 FT; S 86 DEG 9' 34" W 4.14 FT; S 89 DEG 14' 56" W 59.46 FT; N 87 DEG 30' 2" W 7.46 FT; N 84 DEG 55' 17" W 45.65 FT; N 81 DEG 28' 11" W 25.42 FT; N 78 DEG 53' 26" W 27.69 FT; N 75 DEG 23' 49" W 44.24 FT; N 72 DEG 34' 43" W 13.79 FT; N 68 DEG 33' 53" W 70.34 FT; N 67 DEG 22' 16" W 56.22 FT; N 55 DEG 55' 26" W 77.49 FT; N 51 DEG 5' 9" W 22.94 FT; N 40 DEG 1' 8" E 107 FT; N 3 DEG 26' 57" E 72.42 FT; N 45 DEG 45' 3" E 107 FT; N 39 DEG 37' 28" W 52.41 FT; N 35 DEG 0' 0" W 119.53 FT; N 21 DEG 6' 48" E 140.38 FT; N 11 DEG 38' 31" E 56.45 FT; N 19 DEG 2' 30" E 171 FT TO BEG. AREA 14.860 AC.

Hanahou, LLC

Parcel: 59:013:0048

COM N 89 DEG 45' 6" W 2744.32 FT & N 89 DEG 46' 35" W 148.11 FT & S 1657.3 FT FR NE COR. SEC. 13, T6S, R1W, SLB&M.; S 55 DEG 0' 0" W 140 FT; S 47 DEG 38' 59" W 56.46 FT; S 55 DEG 0' 0" W 128.32 FT; N 31 DEG 26' 6" W 385.75 FT; N 54 DEG 12' 39" W 248.23 FT; N 3 DEG 14' 15" E 48.18 FT; N 22 DEG 23' 14" E 21.18 FT; N 31 DEG 19' 59" E 109.51 FT; N 48 DEG 11' 51" E 135.59 FT; N 62 DEG 52' 41" E 150.8 FT; S 14 DEG 41' 48" E 122.86 FT; S 27 DEG 42' 37" E 57.8 FT; S 35 DEG 0' 0" E 528.23 FT TO BEG. AREA 5.392 AC.

Parcel: 59:013:0047

COM N 89 DEG 45' 6" W 2744.32 FT & N 89 DEG 46' 35" W 148.11 FT & S 1657.3 FT FR NE COR. SEC. 13, T6S, R1W, SLB&M.; S 35 DEG 0' 0" E 102 FT; S 4 DEG 29' 23" E 65 FT; S 35 DEG 0' 0" E 332 FT; S 35 DEG 10' 2" E 61.18 FT; S 39 DEG 0' 49" E 54.19 FT; S 42 DEG 24' 34" E 16.32 FT; S 45 DEG 1' 9" E 37.88 FT; S 48 DEG 24' 44" E 32.58 FT; S 51 DEG 5' 9" E 22.94 FT; S 55 DEG 55' 26" E 77.49 FT; S 67 DEG 22' 16" E 56.22 FT; S 68 DEG 33' 53" E 70.34 FT; S 72 DEG 34' 43" E 13.79 FT; S 75 DEG 23' 49" E 44.24 FT; S 78 DEG 53' 26" E 27.69 FT; S 81 DEG 28' 11" E 25.42 FT; S 84 DEG 55' 17" E 45.65 FT; S 87 DEG 30' 2" E 7.46 FT; N 89 DEG 14' 56" E 59.46 FT; N 86 DEG 9' 34" E 4.14 FT; N 83 DEG 4' 34" E 59.34 FT; N 79 DEG 37' 28" E 11.72 FT; N 76 DEG 28' 49" E 53.01 FT; S 89 DEG 42' 34" E 126 FT; S 61 DEG 22' 52" E 71.57 FT; S 89 DEG 42' 34" E 63 FT; S 0 DEG 17' 26" W 102 FT; S 36 DEG 17' 31" E 69.74 FT; S 0 DEG 17' 26" W 96.31 FT; N 89 DEG 43' 10" W 862.64 FT; N 67 DEG 10' 40" W 49.15 FT; N 22 DEG 47' 26" W 92.06 FT; N 72 DEG 0' 31" W 76.81 FT; N 36 DEG 20' 45" W 219.73 FT; N 32 DEG 32' 58" W 326.91 FT; N 63 DEG 6' 12" W 68.02 FT; N 31 DEG 26' 6" W 49.14 FT; N 31 DEG 26' 6" W 146.24 FT; N 55 DEG 0' 0" E 128.32 FT; N 47 DEG 38' 59" E 56.46 FT; N 55 DEG 0' 0" E 140 FT TO BEG. AREA 11.273 AC.

Corporation of the Presiding Bishop

Parcel 59:013:0038

BEG AT A POINT LOCATED N 89°45'06" W ALONG THE SEC LINE 2,358.77 FT AND S 1,563.45 FT FROM THE NE COR OF SEC 13, T6S, R1W, SLB&M; TH S 19°02'30" W 117.50 FT; TH S 11°38'31" W 56.45 FT; TH S 21°06'48" W 140.38 FT; TH S 35°00'00" E 119.53 FT; TH S 39°37'28" E 52.41 FT; TH S 45°45'03" W 107.00 FT; TH S 03°26'57" W 72.42 FT; TH S 40°01'08" W 107.00 FT; TH N 48°24'44" W 32.58 FT; TH N 45°01'09" W 37.88 FT; TH N 42°24'34" W 16.32 FT; TH N 39°00'49" W 54.19 FT; TH N 35°10'02" W 61.18 FT; TH N 35°00'00" W 332.00 FT; TH N 04°29'23" W 65.00 FT; TH N 35°00'00" W 102.00 FT; TH N 35°00'00" W 528.23 FT; TH N 27°42'37" W 57.80 FT; TH N 14°41'48" W 122.86 FT; TH N 80°32'14" E 154.38 FT; TH S 80°45'31" E 103.52 FT; TH N 63°57'55" E 68.02 FT; TH ALONG THE ARC OF A 696.50 FT RADIUS TO THE RIGHT 53.98 FT,

(CHORD BEARS S 27°00'11" E 53.97 FT); TH ALONG THE ARC OF A 953.50 FT RADIUS TO THE LEFT 768.44 FT, (CHORD BEARS S 47°52'15" E 747.81 FT) TO THE PT OF BEG.

Neighborhood 11

FH 2014, LLC

Parcel: 59:013:0032

COM S 89 DEG 46' 43" E 2657.48 FT & S 0 DEG 13' 17" W 992.06 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; N 61 DEG 29' 27" E 26.69 FT; ALONG A CURVE TO L (CHORD BEARS: S 83 DEG 23' 38" E 158.46 FT, RADIUS = 200 FT); S 31 DEG 21' 40" E 109.49 FT; ALONG A CURVE TO L (CHORD BEARS: S 34 DEG 18' 46" W 64.31 FT, RADIUS = 278 FT); ALONG A CURVE TO R (CHORD BEARS: S 37 DEG 44' 45" W 77.68 FT, RADIUS = 222 FT); S 47 DEG 49' 17" W 3.63 FT; ALONG A CURVE TO R (CHORD BEARS: N 85 DEG 42' 54" W 21.75 FT, RADIUS = 15 FT); S 50 DEG 44' 55" W 43.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 32 DEG 1' 1" W 226.66 FT, RADIUS = 900 FT); ALONG A CURVE TO L (CHORD BEARS: N 56 DEG 22' 6" W 785.65 FT, RADIUS = 750 FT); N 87 DEG 57' 13" W 70.05 FT; N 0 DEG 30' 50" E 43.04 FT; S 87 DEG 57' 13" E 71.21 FT; ALONG A CURVE TO R (CHORD BEARS: S 79 DEG 39' 37" E 228.77 FT, RADIUS = 793 FT); ALONG A CURVE TO R (CHORD BEARS: S 60 DEG 24' 28" E 301.74 FT, RADIUS = 793 FT); ALONG A CURVE TO R (CHORD BEARS: S 38 DEG 22' 16" E 304.45 FT, RADIUS = 793 FT) TO BEG. AREA 1.816 AC.

Parcel: 59:013:0064

COM S 89 DEG 46' 43" E 2754.92 FT & S 0 DEG 13' 17" W 1233.31 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; N 50 DEG 44' 55" E 43 FT; ALONG A CURVE TO L (CHORD BEARS: S 85 DEG 43' 13" E 21.75 FT, RADIUS = 15 FT); N 47 DEG 49' 17" E 3.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 37 DEG 44' 45" E 77.68 FT, RADIUS = 222 FT); ALONG A CURVE TO R (CHORD BEARS: N 34 DEG 18' 46" E 64.31 FT, RADIUS = 278 FT); N 31 DEG 21' 40" W 109.67 FT; ALONG A CURVE TO L (CHORD BEARS: N 66 DEG 4' 55" E 50.42 FT, RADIUS = 200 FT); S 31 DEG 21' 40" E 92.14 FT; S 38 DEG 28' 44" E 56 FT; ALONG A CURVE TO R (CHORD BEARS: N 55 DEG 4' 49" E 27.56 FT, RADIUS = 222 FT); N 58 DEG 38' 20" E 21.45 FT; S 44 DEG 10' 52" E 86.36 FT; S 44 DEG 10' 52" E 61.6 FT; S 55 DEG 48' 44" E 66.26 FT; S 65 DEG 27' 4" E 61.84 FT; S 71 DEG 6' 9" E 58.47 FT; S 76 DEG 29' 58" E 58.47 FT; S 81 DEG 53' 48" E 58.47 FT; S 87 DEG 53' 1" E 11.27 FT; S 4 DEG 21' 58" W 90.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 86 DEG 22' 35" E 18.43 FT, RADIUS = 711 FT); S 2 DEG 52' 52" W 189 FT; ALONG A CURVE TO R (CHORD BEARS: N 63 DEG 11' 6" W 730.22 FT, RADIUS = 900 FT) TO BEG. AREA 4.207 AC.

Parcel: 59:013:0063

COM S 0 DEG 11' 7" W 750.15 FT & S 89 DEG 48' 53" E 3225.03 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; S 31 DEG 21' 40" E 161.64 FT; S 58 DEG 38' 20" W 25.48 FT; S 31 DEG 21' 40" E 90 FT; S 58 DEG 38' 20" W 30 FT; S 31 DEG 21' 40" E 50 FT; S 17 DEG 8' 17" W 85.18 FT; ALONG A CURVE TO L (CHORD BEARS: S 78 DEG 43' 43" E 97.1 FT, RADIUS = 475 FT); S 5 DEG 24' 18" W 146 FT; N 81 DEG 53' 48" W 58.47 FT; N 76 DEG 29' 58" W 58.47 FT; N 71 DEG 6' 9" W 58.47 FT; N 65 DEG 27' 4" W 61.84 FT; N 55 DEG 48' 44" W 66.26 FT; N 44 DEG 10' 52" W 61.6 FT; N 44 DEG 10' 52" W 86.36 FT; S 58 DEG 38' 20" W 21.45 FT; ALONG A CURVE TO L (CHORD BEARS: S 55 DEG 4' 49" W 27.56 FT, RADIUS = 222 FT); N 38 DEG 28' 44" W 56 FT; N 31 DEG 21' 40" W 92.14 FT; ALONG A CURVE TO L (CHORD BEARS: N 46 DEG 55' 48" E 82.55 FT, RADIUS = 200 FT); ALONG A CURVE TO R (CHORD BEARS: N 54 DEG 11' 32" E 197.04 FT, RADIUS = 300 FT); ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 40' 43" E 133.73 FT, RADIUS = 500 FT) TO BEG. AREA 3.440 AC.

Parcel: 59:013:0062

COM S 0 DEG 11' 7" W 750.15 FT & S 89 DEG 48' 53" E 3225.03 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: N 56 DEG 27' 6" E 26.92 FT, RADIUS = 500 FT); ALONG A CURVE TO R (CHORD BEARS: N 62 DEG 10' 35" E 126.49 FT, RADIUS = 500 FT); ALONG A CURVE TO L (CHORD BEARS: N 65 DEG 34' 52" E 67.35 FT, RADIUS = 500 FT); S 31 DEG 21' 40" E 146.72 FT; S 58 DEG 28' 20" W 39.48 FT; S 31 DEG 21' 40" E 210 FT; S 15 DEG 23' 24" E 52.31 FT; N 61 DEG 13' 51" E 45.95 FT; S 27 DEG 33' 38" E 93.54 FT; ALONG A CURVE TO L (CHORD BEARS: N 61 DEG 52' 1" E 7.82 FT, RADIUS = 475 FT); S 28 DEG 36' 16" E 56 FT; S 28 DEG 36' 17" E 90 FT; S 64 DEG 0' 19" W 56.56 FT; S 69 DEG 13' 31" W 56.56 FT; S 74 DEG 26' 43" W 56.56 FT; S 80 DEG 21' 27" W 71.54 FT; S 86 DEG 14' 38" W 56 FT; N 87 DEG 53' 1" W 71.24 FT; N 5 DEG 24' 18" E 146 FT; ALONG A CURVE TO R (CHORD BEARS: N 78 DEG 43' 43" W 97.1 FT, RADIUS = 475 FT); N 17 DEG 8' 17" E 85.18 FT; N 31 DEG 21' 40" W 50 FT; N 58 DEG 38' 20" E 30 FT; N 31 DEG 21' 40" W 90 FT; N 58 DEG 38' 20" E 25.48 FT; N 31 DEG 21' 40" W 161.64 FT TO BEG. AREA 3.681 AC.

Parcel: 59:013:0061

COM S 0 DEG 11' 7" W 500.13 FT & S 89 DEG 48' 53" E 3623.04 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; S 31 DEG 21' 40" E 166.47 FT; S 58 DEG 38' 20" W 53.48 FT; S 31 DEG 21' 40" E 210 FT; S 41 DEG 27' 10" E 104.89 FT; ALONG A CURVE TO L (CHORD BEARS: N 28 DEG 57' 8" E 82.72 FT, RADIUS = 475 FT); N 23 DEG 57' 26" E 13.1 FT; S 66 DEG 2' 34" E 146 FT; S 25 DEG 25' 25" W 54.84 FT; S 30 DEG 25' 12" W 56.56 FT; S 35 DEG 38' 24" W 56.56 FT; S 40 DEG 51' 36" W 56.56 FT; S 46 DEG 4' 48" W 56.56 FT; S 51 DEG 26' 2" W 59.46 FT; S 55 DEG 6' 2" W 20 FT; S 58 DEG 42' 34" W 58.2 FT; N 28 DEG 36' 17" W 90 FT; N 28 DEG 36' 16" W 56 FT; ALONG A CURVE TO R (CHORD BEARS: S 61 DEG 52' 1" W 7.82 FT, RADIUS = 475 FT); N 27 DEG 33' 38" W 93.54 FT; S 61 DEG 13' 51" W 45.95 FT; N 15 DEG 23' 24" W 52.31 FT; N 31 DEG 21' 40" W 210 FT; N 58 DEG 38' 20" E 39.48 FT; N 31 DEG 21' 40" W 146.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 56 DEG 10' 26" E 96.64 FT, RADIUS = 500 FT); ALONG A CURVE TO R (CHORD BEARS: N 52 DEG 50' 16" E 154.24 FT, RADIUS = 2000 FT) TO BEG. AREA 3.981 AC.

Parcel: 59:013:0033

COM S 1573.38 FT & E 3401.83 FT FR NW COR. SEC. 13, T6S, R1W, SLB&M.; N 2 DEG 52' 52" E 189.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 86 DEG 22' 35" W 18.43 FT, RADIUS = 711 FT) ARC LENGTH = 18.43 FEET; N 4 DEG 21' 58" E 90.54 FT; S 87 DEG 53' 1" E 59.97 FT; N 86 DEG 14' 38" E 56 FT; N 80 DEG 21' 27" E 71.54 FT; N 74 DEG 26' 43" E 56.56 FT; N 69 DEG 13' 31" E 56.56 FT; N 64 DEG 0' 19" E 56.56 FT; N 58 DEG 42' 34" E 58.2 FT; N 55 DEG 6' 2" E 20 FT; N 51 DEG 26' 2" E 59.46 FT; N 46 DEG 4' 48" E 56.56 FT; N 40 DEG 51' 36" E 56.56 FT; N 35 DEG 38' 24" E 56.56 FT; N 30 DEG 25' 12" E 56.56 FT; N 25 DEG 25' 25" E 54.83 FT; S 66 DEG 2' 34" E 235.99 FT; S 23 DEG 57' 26" W 13.12 FT; ALONG A CURVE TO R (CHORD BEARS: S 50 DEG 14' 4" W 758.82 FT, RADIUS = 857 FT) ARC LENGTH = 786.09 FEET; S 13 DEG 29' 18" E 43 FT; ALONG A CURVE TO R (CHORD BEARS: S 84 DEG 41' 46" W 256.23 FT, RADIUS = 900 FT) ARC LENGTH = 257.11 FEET TO BEG TO BEG. AREA 5.180 AC.