

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT, is made and entered into this 9th day of December, 2008, by and between The City of Saratoga Springs, whose address is 2015 South Redwood Road, Saratoga Springs, Utah 84043, hereinafter ("City") and Fox Hollow Saratoga, LLC, Successor in Interest to The Villages at Saratoga Springs, L.C, whose address is 3750 West 500 South, Salt Lake City, Utah 84104 and SOF Investments, LP - Private III, whose address is 645 Fifth Avenue, 21st Floor, New York, New York 10022, hereinafter jointly referred to as ("Developer"), (hereinafter referred to jointly as ("the parties")).

WITNESSETH:

WHEREAS, the parties or their predecessors in interest, entered into a Master Development Agreement, ("MDA") dated March 26, 2002, and recorded November 13, 2002 as Entry No. 136187:2002 of the official records in the Utah County Recorder's Office, which governs the development of certain real property located in Saratoga Springs known as The Villages at Saratoga Springs;

WHEREAS, Section 1.2 of the MDA provides for a Master Development Plan approved by the City (concurrent with the MDA) "for the proposed development of not more than 3,230 residential units, including single-family attached, single-family detached, condominiums, apartments, City homes, (sic) twin homes, etc. consisting of units generally described as multi family units, and certain commercial and/or other uses in multiple phases The Master Development Plan sets out 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". The Master Development Plan is depicted in Exhibit B-1 to the MDA, entitled ("Land Use Plan"). The Master Development Plan was approved by the City pursuant to Section 2.3 of the MDA;

WHEREAS, the Land Use Plan depicted in Exhibit B-1 of the MDA establishes a land use plan for a Master Planned Community, consisting of 17 Neighborhoods, their respective densities, acreage and land use designation. A copy of the original Land Use Plan depicted in Exhibit B-1 of the MDA is attached hereto as Exhibit "A", solely for convenience;

WHEREAS, Neighborhood 5 depicted in the Land Use Plan contains 4 separate uses; a 10.08 acre school site; a 21.47 acre public park and 36.43 acres of residential development with a density of 4.0 units per acre, together with an open space corridor on the South consisting of 6.95 acres;

WHEREAS, as of the date of this amendment, and pursuant to the Land Use Plan, Fox Hollow has completed and obtained concept approval from the City for 7 phases in Neighborhood 5 consisting of 144 residential homes; the park and the school site; Fox Hollow has also received final plat approval for Phases 1, 2, 3 & 4.

WHEREAS, prior to obtaining concept approval for Neighborhood 5, at the request of Alpine School District, Fox Hollow Saratoga sold Alpine School District 9.84 acres, by metes & bounds description, in order to accommodate Alpine's planning and budgeting demands. The location of school site sold to Alpine was consistent with the Land Use Plan but it was sold prior to obtaining any subdivision approval from the City and prior to completing the necessary improvements and infrastructure; (it should be noted that the sale of the property to Alpine prior to obtaining approval is not prohibited by the MDA.. See Section 5.2 of the MDA);

WHEREAS, the school site is located in Zone 3 water which requires that significant infrastructure and improvements be made prior to Alpine School District being able to obtain a building permit and/or commence construction of an elementary school; Fox Hollow will be unable to provide the infrastructure and improvements in the near future;

WHEREAS, time is of the essence for Alpine School District to complete a new elementary school in order to accommodate the increased enrollment of school age children within its boundaries;

WHEREAS, the parties, in a separate agreement, have agreed to exchange the school site depicted in Neighborhood 5 of the Land Use Plan (presently located in Zone 3 water) for a parcel located in the Northeasterly portion of Neighborhood 5, which is located in Zone 2 water. The school site is located within and affects the concept and final plat approvals for Phases 1, 2 and 4 of Neighborhood 5, which includes property presently designated as the City park.

WHEREAS, the Parties desire to amend the Land Use Plan, consistent with the MDA, in order to accommodate the relocation of the school site. The relocation will also affect a new concept for the park and the residential acreage within Neighborhood 5. (The open space corridor will not be affected). A copy of the Amended Land Use Plan is attached hereto as Exhibit "B".

WHEREAS, Fox Hollow has designed new concept plan for Neighborhood 5, consisting of 8 different phases, including a 21.05 acre park, a 10.01 acre school site and approximately 42 acres of residential property, (168 units at 4.0 units per acre), a copy of the amended concept plan is attached hereto as Exhibit "C".

WHEREAS, the parties hereto desire to amend the Land Use Plan only as it relates to Neighborhood 5 and amend and/or replace the concept plans for Neighborhood 5 as more fully set forth herein;

NOW, THEREFORE, IN CONSIDERATION of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby acknowledge, agree, and covenant as follows:

1. The Unit Summary and The Land Use Plan formerly attached to the MDA as Exhibits "B" and "B-1" respectively, and attached hereto as Exhibit "A" (solely for convenience), are hereby amended as set forth in Amended Exhibit B (showing a new Unit Summary for Neighborhood 5) and Amended Exhibit B-1, (showing the new designation, uses, acreage and density for Neighborhood 5). These amendments are necessary to conform to the new conceptual changes as a result of the land exchange described above. By signing below, the City approves the Amended Unit Summary and the Amended Land Use Plan, which shall be incorporated into the MDA and shall be subject to the terms and provisions of the MDA as if originally included in the MDA.

2. The amended concept plan for Neighborhood 5 which is attached hereto as Exhibit "C" shall replace the prior concept plan for said Neighborhood. By signing below the City approves and accepts the concept plan. Developer shall still be required to obtain final plat approval for each phase in Neighborhood 5, except phase 3, which has already received final plat approval and is not affected by this Amendment to the MDA.

3. The Open Space designation and requirements are unaffected by this Amendment to the Master Development Agreement.

4. All other terms of the original Master Development Agreement not changed or amended by this Agreement shall be in full force and effect and binding upon the Parties, including Sections 2.4 and 2.5 of the MDA granting Developer vested rights and obligations under the MDA.

DATED as the date first written above:

CITY OF SARATOGA SPRINGS:



[Handwritten Signature]
Mayor

Attest:

[Handwritten Signature]
City Recorder:

IN WITNESS WHEREOF, This Agreement has been executed by the City of Saratoga Springs, acting by and through the City Council, pursuant to a Resolution authorizing the Mayor, with all authority pertaining thereto to sign and execute this instrument for and on behalf of said City.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - CONTINUATION OF SIGNATURE PAGE BY SOF INVESTMENTS, L.P. PRIVATE III AND FOX HOLLOW SARATOGA, LLC TO FOLLOW

SOF INVESTMENTS, LP - Private III

[Signature]

By: Marc R. Lisher

Its: General Counsel of its General Partner

STATE OF New York)
COUNTY OF New York) : ss.

On the 6th day of November, 2008, personally appeared before me Marc R. Lisher as General Counsel of the General Partner of SOF INVESTMENTS, L.P. - PRIVATE III, who being by me duly sworn did say for him/herself that he/she is the General Counsel of the General Partner of SOF INVESTMENTS, L.P. - PRIVATE III, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of its Partnership Agreement or by a Resolution of its Partners and said General Counsel duly acknowledged to me that said Partnership executed the same for the purposes stated herein.

MARCELLO LIGUORI
Notary Public, State of New York
No. 0216039569

My commission expires: Qualified in New York County
Residing at: Commission Expires 04/03/2010

150 West Executive Dr
N.Y. N.Y 10023
10

[Signature]
NOTARY PUBLIC

FOX HOLLOW SARATOGA, LLC

By: Richard Wolper Manager of Deer Canyon Development, LLC
Its: Manger

STATE OF UTAH)
COUNTY OF UTAH) : ss.

On the 10 day of November, 2008, personally appeared before me Richard Todd Wolper as Manager of Deer Canyon Saratoga, LLC, Manager of Fox Hollow Saratoga, LLC, who being by me duly sworn did say that he is the Manager of Deer Canyon Development, LLC, which is the Manager of Fox Hollow Saratoga, LLC and that the within and foregoing instrument was signed in behalf of said Companies by authority of its Operating Agreements and said Richard Todd Wolper duly acknowledged to me that said Company executed the same for the purposes stated herein.

 MITCHELL D MAUGHAN
NOTARY PUBLIC - STATE OF UTAH
148 N MAIN
SPANISH FORK, UT 84660
COMM. EXP. 12/19/2009

Residing at:
My Commission Expires:

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

(Original Unit Summary (Exhibit "B" of MDA) & Land Use Plan (Exhibit B-1 of MDA))

**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

The Villages at Saratoga Springs

The Villages at Saratoga Springs is a master-planned community consisting of approximately 1,200 acres of land. The community is divided into 17 neighborhoods, each with its own unique character and amenities. The neighborhoods are: Neighborhood 1 (15.23 acres), Neighborhood 2 (25.32 acres), Neighborhood 3 (29.30 acres), Neighborhood 4 (24.62 acres), Neighborhood 5 (36.42 acres), Neighborhood 6 (40.29 acres), Neighborhood 7 (27.03 acres), Neighborhood 8 (21.03 acres), Neighborhood 9 (11.88 acres), Neighborhood 10 (21.81 acres), Neighborhood 11 (26.32 acres), Neighborhood 12 (63.81 acres), Neighborhood 13 (27.03 acres), Neighborhood 14 (23.75 acres), Neighborhood 15 (14.72 acres), Neighborhood 16 (25.30 acres), and Neighborhood 17 (20.18 acres). The community also includes several churches, a school, and several parks. The total area of the community is approximately 1,200 acres.

Land-Use Inventory

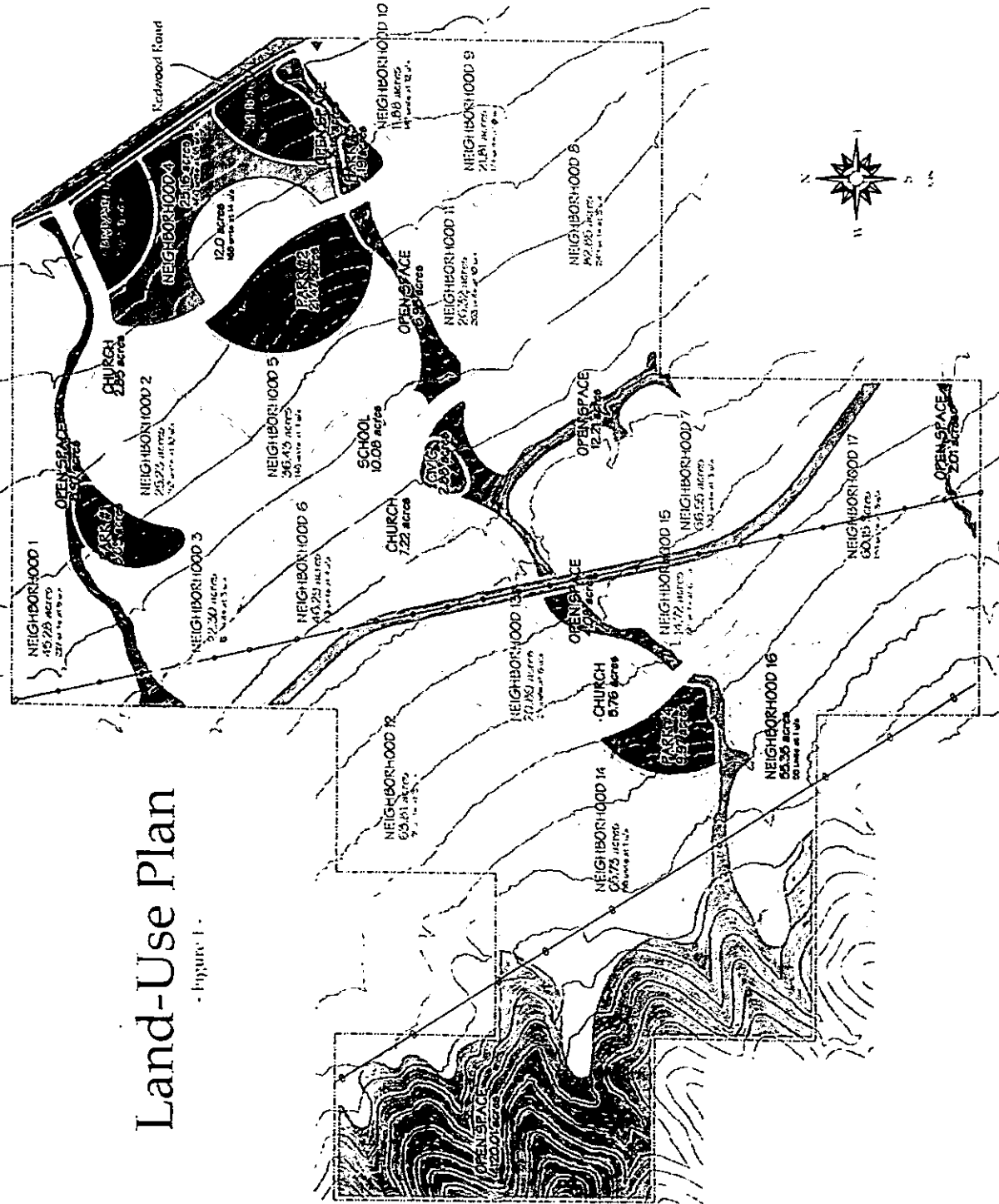
The Land-Use Inventory is a list of all the land uses in the community. It includes the following categories: Residential Single-Family, Residential Medium-Density, Residential High-Density, Commercial, Office, Industrial, Community Center, Church, School, Park, and Open Space. The inventory is used to track the amount of land used for each category and to ensure that the community is developed in a sustainable and balanced manner.

Land-Use Table

Land-Use Category	Area (Acres)
Residential Single-Family	1,100
Residential Medium-Density	50
Residential High-Density	50
Commercial	10
Office	10
Industrial	10
Community Center	10
Church	10
School	10
Park	10
Open Space	10

Land-Use Plan

Figure 1



AMENDED EXHIBIT "B"
(Amended Unit Summary)

EXHIBIT B
UNIT SUMMARY

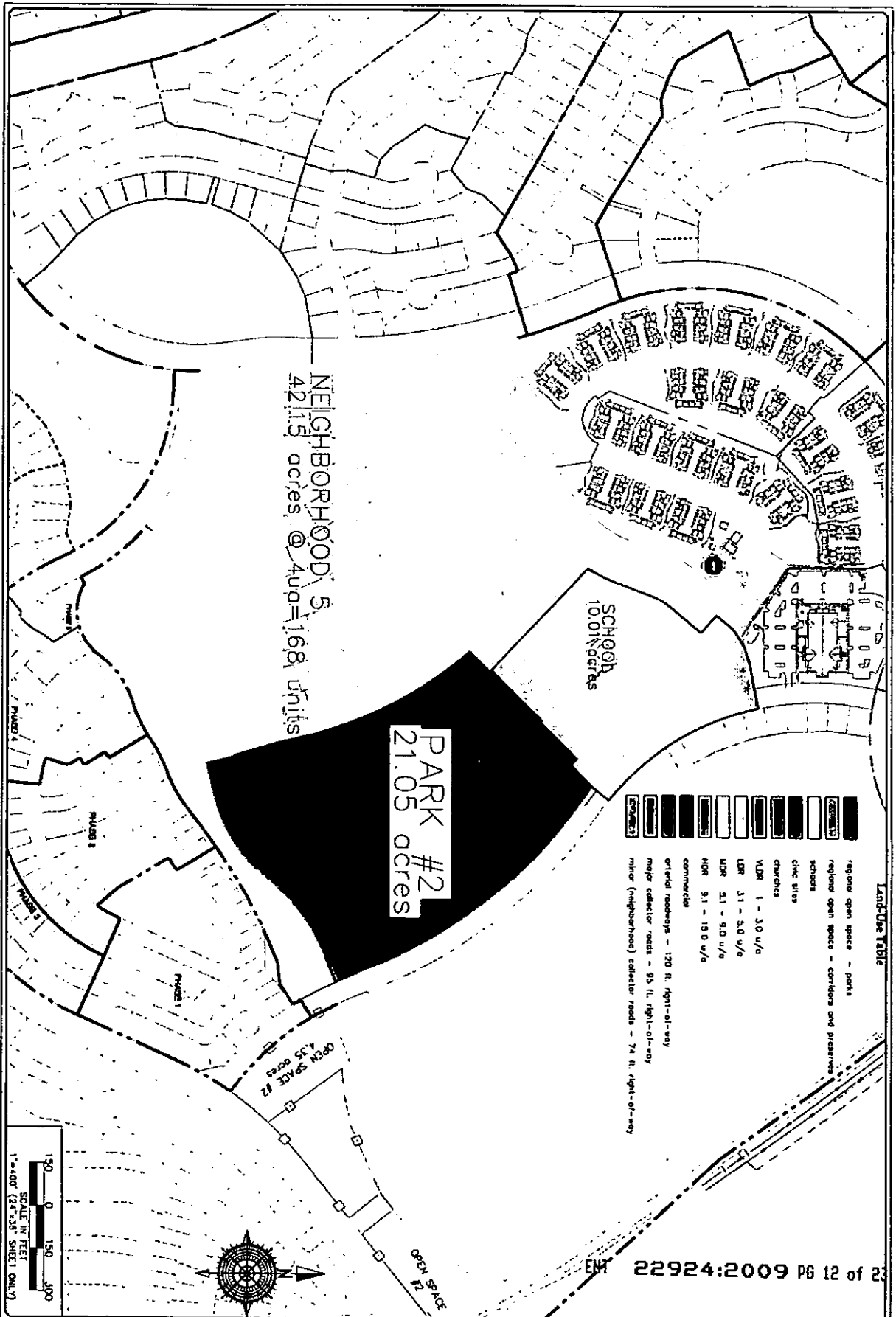
Neighborhood	Number of Units	Density Units/Acre	Area
No. 1	181	4	45.28
No. 2	252	10	25.23
No. 3	67	3	22.30
No. 4	552	15	37.16
No. 5	168	4	42.15
No. 6	162	3.5	46.29
No. 7	200	3	66.55
No. 8	331	4	82.85
No. 9	76	3.5	21.81
No. 10	142	12	11.88
No. 11	263	10	26.32
No. 12	223	3.5	63.81
No. 13	125	6	20.89
No. 14	132	2	65.73
No. 15	88	6	14.72
No. 16	110	2	55.35
No. 17	180	3	60.15

TOTAL

3,252

Average 5.5

AMENDED EXHIBIT "B-1"
(Amended Land Use Plan)



NEIGHBORHOOD 5
42.15 acres @ 400 = 168 units

PARK #2
21.05 acres

SCHOOL
10.01 acres

Land Use Table

[Symbol]	regional open space - parks
[Symbol]	regional open space - corridors and preserves
[Symbol]	schools
[Symbol]	city sites
[Symbol]	churches
[Symbol]	MDR 1 - 3.0 u/a
[Symbol]	MDR 2.1 - 5.0 u/a
[Symbol]	MDR 5.1 - 9.0 u/a
[Symbol]	MDR 9.1 - 15.0 u/a
[Symbol]	commercial
[Symbol]	official roadways - 120 ft. right-of-way
[Symbol]	major collector roads - 95 ft. right-of-way
[Symbol]	minor (neighborhood) collector roads - 74 ft. right-of-way

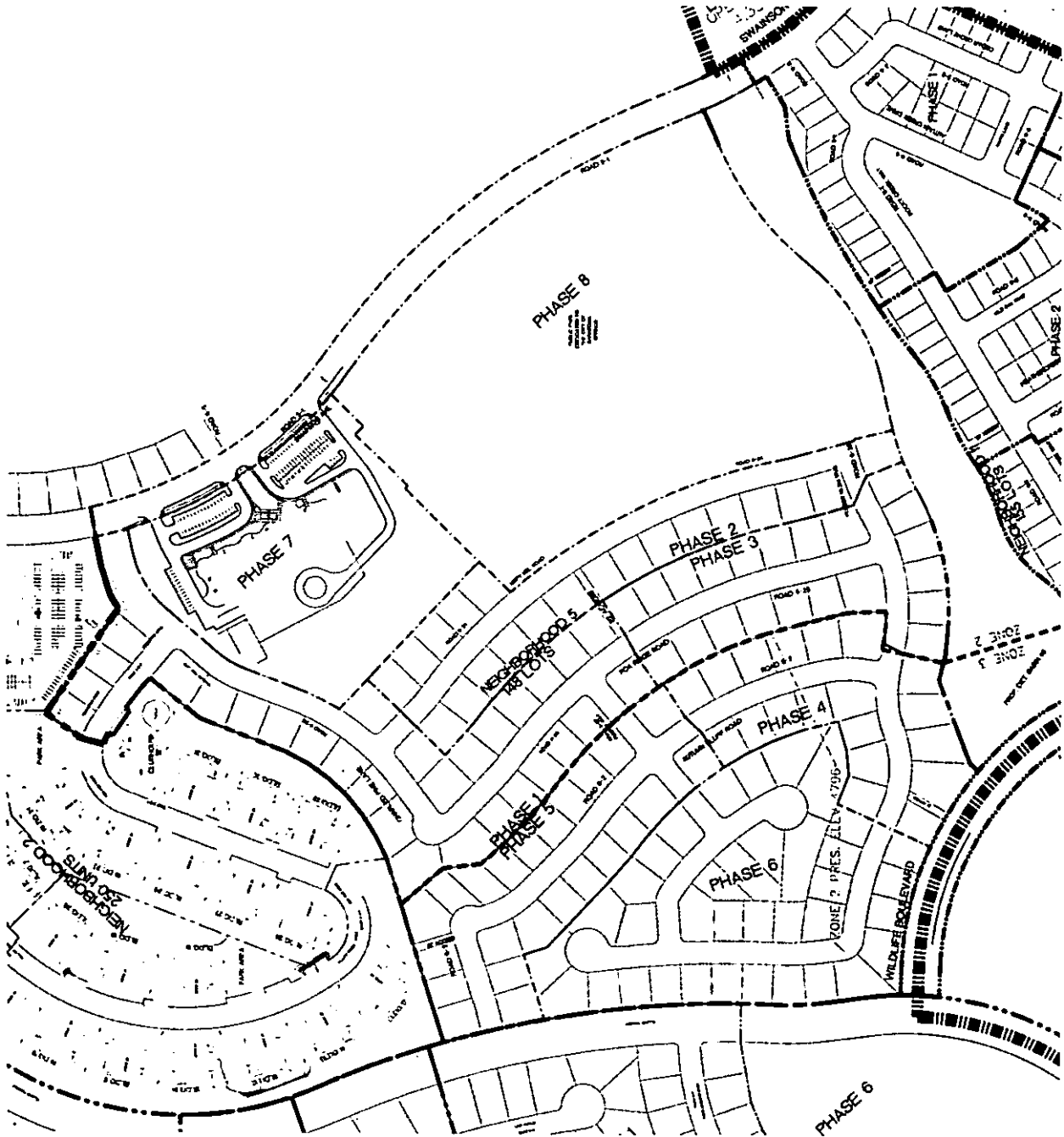
1" = 100' (24"x36" SHEET ONLY)
0 150 300
SCALE IN FEET



EMT 22924:2009 PG 12 of 23

VILLAGE OF FOX HOLLOW NEIGHBORHOOD 5 APPROVED LAND USE PLAN SITE PLAN	GATEWAY CONSULTING, LLC P.O. BOX 18389 SOUTH JORDAN, UT 84085 TEL: (801) 433-6274 FAX: (801) 433-6076	DATE: 03-09-09 DRAWN BY: [] CHECKED BY: [] DESIGNED BY: [] SCALE: 1"=100'	SHEET NO: 212 TOTAL SHEETS: []
		CIVIL ENGINEERING - CONSULTING - LAND PLANNING CONSTRUCTION MANAGEMENT	DATE: [] APP: []

EXHIBIT "C"
(Amended Concept Plan for Neighborhood 5)



FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT
VILLAGES AT SARATOGA SPRINGS

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT, is made and entered into this ____ day of _____, 2008, by and between The City of Saratoga Springs, whose address is 1307 North Commerce Road, Saratoga Springs, Utah 84045, hereinafter ("City") and Fox Hollow Saratoga, LLC, Saratoga Expansion, LLC, ("Fox Hollow") whose address is 3750 West 500 South, Salt Lake City, Utah 84104 and The Villages at Saratoga Springs Development Company, Inc. ("VSSDCI"), whose address is 1513 North Technology Way, Building A, Suite 2100, Orem, Utah, 84097; Fox Hollow and VSSDCI are Successors in Interest to The Villages at Saratoga Springs, L.C., hereinafter ("Developer"), (hereinafter referred to jointly as ("the Parties")).

WITNESSETH:

WHEREAS, the Parties or their predecessors in interest, entered into a Master Development Agreement, ("MDA") recorded November 13, 2002, as Entry No. 136187:2002 of the official records, in the Utah County Recorder's Office, which governs the development of certain real property located in Saratoga Springs, as identified in the MDA.

WHEREAS, the MDA, among other things, sets up a time table for the completion of certain public improvements as more fully set forth in Exhibit B-1;

WHEREAS, the Parties desire to amend the timetable for certain improvements along Redwood Road to coincide with the ownership of the remaining development, as more full set forth herein;

WHEREAS, after consideration and discussion, the Parties desire to change the allocation of responsibility, maintenance and dedication of regional corridors set forth in the MDA as they relate to the Villages at Saratoga Springs;

NOW THEREFOR, for and in consideration of the mutual covenants and agreements, in addition to one dollar and other good and valuable consideration, the Parties hereto each and for themselves and their heirs, successors or assigns, agree as follows:

1. Based on actual filed measurements and updated information as to the location of the acceleration and deceleration lanes along Redwood Road, Exhibit B-1 is hereby amended as follows:

- a. The length of the acceleration ramp from Village Parkway from Point of Curb along Redwood Road is 590 feet. Redwood Road #1 shall remain in the same location as referenced on the Roadway Improvement Plan, attached hereto as Exhibit "A".
- b. Redwood Road # 2 is now located 590 feet Southeasterly along Redwood Road from Redwood Road #1. Redwood #2 is removed as a condition for completion of Neighborhood 1 and Neighborhood 10. It shall remain as a condition for the completion of Neighborhood 4.
- c. Redwood Road # 3 is now located 1,193 feet Southeasterly along Redwood Road from Redwood Road #2. Redwood Road #3 is removed as a condition for completion of Neighborhood 10. It shall remain as a condition for Neighborhood 4.
- d. The length of the deceleration lane from Redwood Road #3 to Wildlife Boulevard is 457 feet. The location of Redwood Road #4 has not been changed. For information purposes, it is located 457 Southeasterly along Redwood Road from the new Redwood Road #3

A copy of the Amended Exhibit B-1 showing the above changes is attached hereto and incorporated herewith and shall be binding upon the Parties.

2. The Parties agree that all Regional Corridors within the Villages at Saratoga Springs shall be dedicated to the City of Saratoga Springs. In accordance therewith, the paragraph titled Regional Corridors and Preserves on Page 6 of Exhibit "C" The Villages at Saratoga Springs Design Guidelines which presently reads as follows:

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 Master Home Owner's Association. From a philosophical standpoint

is hereby amended to read as follows:

REGIONAL CORRIDORS AND PRESERVES


It is intended that the regional corridors and preserves found within The Villages will be dedicated to the City and will be owned and maintained by the City. From a philosophical standpoint

3. All other terms of the original Master Development Agreement not changed or amended by this Agreement shall be in full force and effect and binding upon the Parties.

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**Signature Page
First Amendment to Master Development Agreement
Villages at Saratoga Springs**

Dated as the date first written above:

CITY OF SARATOGA SPRINGS:


Mayor

Attest:

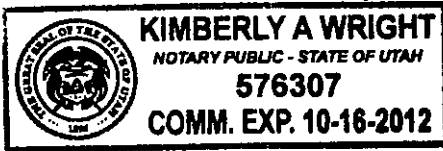


City Recorder.



STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the 28 day of January 2009, personally appeared before me, a Notary Public, Timothy L. Parker, as Mayor of Saratoga Springs, who being duly sworn did sign and execute the foregoing instrument for and on behalf of said City with the consent and approval of the City Council.



SEAL



NOTARY PUBLIC

SARATOGA EXPANSION, LLC

FOX HOLLOW SARATOGA, LLC

By: Richard Wolper - Manager

By: Richard Wolper Manager of
Deer Canyon Development, LLC
Its: Manger

**Signature Page
First Amendment to Master Development Agreement
Villages at Saratoga Springs**

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the ____ day of _____, 2008, personally appeared before me Richard Todd Wolper Manager of Deer Canyon Saratoga, LLC, Manager of Fox Hollow Saratoga, LLC, and as Manger of Saratoga Expansion, LLC, who being by me duly sworn did say for himself that he is the Manager of Deer Canyon Development, LLC, who is the Manager of Fox Hollow Saratoga, LLC and that he is the Manager of Saratoga Expansion, LLC, and that the within and foregoing instrument was signed in behalf of said Companies by authority of their Operating Agreements and said Richard Todd Wolper duly acknowledged to me that said Companies executed the same for the purposes stated herein.

NOTARY PUBLIC

Residing at:
My Commission Expires:

The Villages at Saratoga Springs
Development Company, Inc

By:
Its:

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the ____ day of _____, 2008, personally appeared before me _____, as _____ of The Villages at Saratoga Springs Development Company, Inc, who being by me duly sworn did sign on behalf of said Company by authority of its Articles of Incorporation, Bylaws or a Resolution of its Board of Directors and said person duly acknowledged to me that said Company executed the same for the purposes stated herein.

NOTARY PUBLIC

Residing at:
My Commission Expires:

EXHIBIT "A"
REVISED ROADWAY IMPROVEMENT PLAN

**Exhibit B-1 (Existing) Showing Proposed Changes
Villages at Saratoga Springs - Phasing Schedule**

ENT 22924:2009 PG 21 of 23

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	OS-2, 3, 4	22.3	P-3	2.19	331
9	2	R-12	OS-2, 3, 4	22.3	P-3	2.19	76
10	2	Redwood Road #1, #2, #3, #4. R-11	OS-2,3,4	22.3	P-3	2.19	142
11	2	R-10, R-12, R-13	OS-2, 3 4	22.3	P-3	2.19	263
12	3	R-20, R-23, R-24	OS-5	4.08			223
13 (NW Access)	5	R-19, R-20, R-21, R-22	OS-5	4.08			125
13 (SW Access)	5	R-7, R-14, R-19, R-20, R-21, R-22, R-23					
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.

The Park improvements, which will be funded by Park Impact Fees will be constructed before the 2000th dwelling is occupied.

#2 was removed as a condition for Neighborhood 1 and 10. (Must be completed as a condition of Neighborhoods 4)

#3 was removed as a condition for Neighborhood 10 (Must be completed prior as a condition of Neighborhood 4

Exhibit B-1 (Amended)
Villages at Saratoga Springs - Phasing Schedule

ENT 22924:2009 PG 22 of 23

Neighborhood	Phase	Roadway Improvements	Open Space	Open Space Acreage	Parks	Park Acreage	Units
1	1	Redwood Road #1, 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	87
4	1 and 2 or 3	Redwood Road #1, #2, #3. R-1,R-8,R-9,R-10			P-2	21.47	146
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	OS-2, 3, 4	22.3	P-3	2.19	331
9	2	R-12	OS-2, 3, 4	22.3	P-3	2.19	76
10	2	Redwood Road #4, R-11	OS-2,3,4	22.3	P-3	2.19	142
11	2	R-10, R-12, R-13	OS-2, 3 4	22.3	P-3	2.19	263
12	3	R-20, R-23, R-24	OS-5	4.08			223
13 (NW Access)	5	R-19, R-20, R-21, R-22	OS-5	4.08			125
13 (SW Access)	5	R-7, R-14, R-19, R-20, R-21, R-22, R-23					
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.

The Park improvements, which will be funded by Park Impact Fees will be constructed before the 2000th dwelling is occupied.

NORTH PROPERTY LINE

510'± REDWOOD ROAD #1

ENT 22924:2009 PG 23 of 23

VILLAGES PARKWAY

50' ACCELERATION LANE

590'± REDWOOD ROAD #2

REDWOOD ROAD (SR#68)

1193'± REDWOOD ROAD #3

THE VILLAGES

45' DECELERATION LANE

REDWOOD ROAD #4 670'±

WILDLIFE BOULEVARD

SOUTH PROPERTY LINE



THE VILLAGES - EXHIBIT B-1a