



ENT 18946:2019 PG 1 of 24
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Mar 07 1:17 pm FEE 86.00 BY MA
 RECORDED FOR D R HORTON

DEVELOPMENT AGREEMENT
(Northshore)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on October 16, 2018, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and D.R. Horton, Inc., a Delaware corporation, hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns or is under contract to purchase approximately one hundred thirty-six (136) acres of property located in the City of Saratoga Springs, Utah (the "Property"). A legal description of the Property is attached hereto as Exhibit A.

WHEREAS, approximately 59.41 acres of the land comprising the Property were recently annexed into the boundaries of the City in accordance with: (i) that certain Annexation Agreement dated May 15, 2018, executed by the City and Developer (the "Annexation Agreement"); and (ii) that certain Ordinance No. 18-13 (6-19-2018) adopted and passed by the City Council of the City of Saratoga Springs on June 19, 2018 (the "Annexation Ordinance"). True copies of the Annexation Ordinance and the Annexation Agreement are attached hereto collectively as Exhibit B.

WHEREAS, Developer intends to develop and improve the Property as a mixed-residential project (MR Zone) to be known as "Northshore" consistent with the Annexation Agreement (and the exhibits thereto) and in accordance with the Northshore Neighborhood Plan approved by the City Council on September 4, 2018 (the "Neighborhood Plan"). A copy of the approved Neighborhood Plan is on file with the City.

WHEREAS, for purposes of transportation corridor preservation for Pony Express, 7750 North, and Saratoga Road, Developer is willing to convey (by deed) and dedicate to the City certain portions of the Property above that which is necessary for Owner's project as determined by Owner's traffic study for its development, in exchange for which the City will convey (by deed) certain parcels of land owned by the City or provide impact fee credits to Developer, as required by Utah law and in accordance with the terms and provisions of this Agreement.

WHEREAS, the City and Developer desire to enter into this Agreement to guide the orderly development of the Property and to advance and protect the City's objectives and policies regarding future transportation improvements and the health, welfare, safety and economic prosperity of the City.

WHEREAS, after all required public notice and hearings, in exercising its discretion, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and Title 19 of the City Code (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to expedite, approve and commence the development of the Project in accordance with the terms and provisions of this Agreement and the

Exhibits hereto.

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. Affected Property. The legal description for the Property is attached as Exhibit A. Subject to the provisions of Section 8 below, no other property may be added to this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.
3. Zoning and Permitted Uses. The zoning of the Property is mixed residential (MR). The Property shall be developed in accordance with the MR zone as set forth in the Annexation Agreement and the Neighborhood Plan (the "Project"), both of which are incorporated herein and made a part of this Agreement.
4. Reserved Legislative Powers. Nothing in this Agreement shall limit the valid and proper exercise of the police powers of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact legislation under its police power, such legislation shall not modify or violate Developer's vested rights and entitlements unless the alleged grounds meet and satisfy the compelling, countervailing public interest exception to the vested rights legal and equitable requirements set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988) and other supporting case law or statute any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City by property owners with similar vested entitlements. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project.
5. Final Project/Plat or Development Plan Approval. Developer shall cause final plat and final project plans and specifications (including site and building design plans) (the "Plans") to be prepared for the Project meeting applicable City regulations and this Agreement. No conditions or standards will be imposed that would have the effect of reducing the residential density rights for this Project as set forth in the approved Neighborhood Plan.
6. Standards for Approval. The City shall approve the Plans as and when such Plans meet the standards and requirements enumerated herein. Developer shall be required to proceed

through the Preliminary Plat, Final Plat, and Site Plan approval process as specified in Title 19 of the City Code, and Developer shall be required to record a Final Plat with the Utah County Recorder and pay all recording fees.

7. Commencement of Site Preparation. Developer shall not commence construction of any Project improvement on the Property until such time as a preliminary plat and the Plans have been approved by the City in accordance with the terms and conditions of this Agreement. Upon approval of the Plans, subject to the provisions of this Agreement and conditions of approval, Developer may proceed by constructing the Project all at one time or in phases as specified in City regulations.
8. Additional Land. There are approximately eighty-three (83) acres of additional land which Developer may seek to include in the Project. Said additional land is described and/or depicted in Exhibit C hereto. Some of the additional land is already located within the boundaries of the City; however, portions of the additional land are located in unincorporated Utah County. If and when Developer elects to include some or all of the additional land in the Project, the City agrees to cooperate with the annexation of those portions not presently within the City boundaries. As the additional land is brought into the Project, the Parties intend the additional land to receive the same zoning (MR) and density/development rights granted to the Property described in Exhibit A hereto, with portions of the northern area of the additional land to utilize the commercial aspects/uses permitted in the MR zone. Nevertheless, the City Council shall retain its legislative discretion at all times with respect to annexation, general plan, and zoning map decisions for the additional land.
9. Harbor Land. In exchange for Developer's conveyance and dedication of approximately twenty (20) acres of the existing privately-owned harbor land to the City, Developer will receive open space credits for the Project either as an offset in open space acreage requirements for additional land added to the Project in the future, or as open space/parks impact fee credits for the Property described in Exhibit A hereto. The value of the harbor acreage to be conveyed to the City (and, hence, the corresponding value of the open space credits to be received by Developer) shall be (i) determined by a mutually-acceptable appraiser if an appraisal is required by the City, or (ii) equal to the cost paid by Developer to acquire the harbor land. This Parties understand that the language in this Section 9 differs from, and effectively modifies, the language in Section 9 of the Annexation Agreement.
10. Land Trades. For transportation corridor preservation purposes relating to Pony Express Parkway, Developer will convey to the City some or all of the tracts of land described in Exhibit D hereto. In exchange for right-of-way dedications above the project improvements necessary to service Developer's project, and on an acre-for-acre basis of land with reasonably equivalent value, the City may either convey to Developer from the tracts of land described in Exhibit E equivalent acreage, grant impact fee credits, or make payments to the Developer of reasonably equivalent value (with the method to be selected by the City in its sole discretion). At the time each plat is recorded that involves portions of the land described in Exhibit D hereto, Developer shall deed or dedicate such acreage to the City for

the Pony Express Parkway corridor preservation or other tracts of land shown in Exhibit D and desired by the City. At that time, the City will compensate Developer for any acreage in excess of the roadway dimensions that constitute “project improvements” as determined by a traffic study by conveying to Developer other City-owned land of reasonable equivalent value on an acre-for-acre basis, making payments, or granting impact fee credits to the Developer of reasonably equivalent value. The intent of this provision is to ensure that for each acre conveyed by Developer to the City above the project improvements necessary to service Developer’s project, the City will convey to Developer an acre of land from the tract of land described in Exhibit E of similar value, grant impact fee credits of similar value, or make payments to Developer. It shall be the City’s sole discretion which method of compensation is chosen.

11. City Well Sites. The City, at its own cost and expense, will construct black vinyl coated chain link fences in a height of six (6) feet around both of the City’s well sites in the Project where existing chain link fencing has not already been installed as and when the phases in which such well sites are located are developed. For well sites with existing fencing, the existing fences shall suffice. Alternatively, Developer may choose to install upgraded fencing around said well sites, in which event the City will contribute the cash value of black vinyl coated chain link fencing and Developer will pay the balance of the costs for upgraded fencing. For locations in which existing chain link fencing is present, Developer shall be responsible for the entire cost of the upgraded fencing should Developer choose to upgrade the fences in those locations. Access to the well sites will be relocated to public roadways at Developer’s sole expense as soon as reasonably possible as determined by the City, at which point any recorded or prescriptive easements the City may assert which previously provided access to the well sites will be terminated by the City at the Developer’s request.

12. 7750 North Street. Developer, at its own cost, is required to construct a “local road” with a 59-foot wide right of way improvement for 7750 North as determined by Owner’s traffic study for its development. The City’s master transportation plan requires 7750 North to be constructed as a “collector road” with a 77-foot wide right of way. In addition, portions of an existing water line are located to the north of the City-owned property affecting the proposed alignment of the roadway. In order to allow 7750 North to be constructed as a 77-foot Collector Road in accordance with the City’s master transportation plan and align with the existing water line, the 7750 North improvements will need to be constructed on areas of Developer’s land, as shown on Exhibit F. As a result, the City will require more of Developer’s land than just the “local road” improvements Developer must provide. Developer will deed or dedicate Right-of-Way to the City for 7750 North and the City will compensate Developer for any land requirements by conveying to Developer from the currently owned city parcel as shown in Exhibit F land of reasonable equivalent value on an acre-for-acre basis, making payments, or granting impact fee credits to the Developer of reasonably equivalent value (with the method to be selected by the City in its sole discretion). The intent of this provision is to ensure that for each acre conveyed by Developer to the City for the relocation of 7750 North for Developer’s project or the City’s master transportation plan requirements, the City will convey to Developer an acre of land

from the tract of land described in Exhibit F of similar value, make payments, or grant impact fee credits of similar value. The conveyance of land between the Developer and the City will shift the 7750 North alignment to the north such that it will contain the existing water line and the road improvements required for Developer's Project. The City's obligations under this provision are conditioned on obtaining the necessary approvals from the Utah Department of Transportation (UDOT) and complying with the City's existing agreement with UDOT relating to this roadway.

13. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed in accordance with Utah law and time is of the essence for review and action on all applications submitted by Developer relating to the Project, as the same may be expanded.
14. Term. The term of this Agreement shall commence on the Effective Date (defined in Section 1 above) and shall continue thereafter for a period of ten (10) years thereafter. However, this Agreement may terminate earlier when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project.
15. System Improvements. Developer reserves the right to seek reimbursement for the reasonable costs of "system improvements" (as defined under Utah law) installed and paid for by Developer under the direction of the City that are not otherwise addressed in this Agreement.
16. Successors and Assigns.
 - a. Change in Ownership. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.
 - b. Individual Lot or Unit Sales. Notwithstanding the above provisions of Subsection 15.a., a transfer by Developer (or its affiliates or approved builders) of a lot or unit located on the Property within a recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.
17. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default (“Default”) under this Agreement:
- i. a determination made upon the basis of substantial evidence that either the Developer or the City has not complied in good faith with one or more of the material terms or conditions of this Agreement; or
 - ii. any other event, condition, act, or omission, by City or Developer that violates the terms of, or materially interferes with the objectives of this Agreement.
- b. Procedure Upon Default.
- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Section 16.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
 - ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
- c. Breach of Agreement. In the event of a dispute between the parties wherein the City alleges a Default as set forth above, City or Developer may pursue whatever remedies they may have at law or in equity, including damages and injunctive and other equitable relief.
18. Entire Agreement. This Agreement and the Exhibits attached hereto shall supersede all other agreements with respect to the subject matter hereof.

19. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in an urgent and diligent manner.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. It is the intent of the parties to uphold and enforce the property rights and benefits and vested entitlements upon which Developer has reasonably relied in granting prior benefits as sought and requested by the City.
- f. Mutual Enforcement. The parties to this Agreement recognize that each party has the right to enforce the terms of this Agreement by seeking an injunction to compel compliance. In the event either party violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established by a court of competent jurisdiction and if the party has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such an alleged violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by the defaulting party. The parties shall be free from any liability arising out of the proper exercise of its rights under this paragraph.
- g. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

- h. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- i. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- j. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To Developer: D.R. Horton, Inc.
 12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attn: Boyd Martin, Division President
 E-mail: bamartin@drhorton.com

With copies to: Melissa Trunnell, Esq.
mtrunnell@drhorton.com

and

Paxton Guymon, Esq.
Paxton@yorkhowell.com

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

- k. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- l. Execution of Agreement. This Agreement may be executed in multiple parts as

originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

- m. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

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

- o. Title and Authority. Developer expressly warrants and represents to City that (i) Developer owns all right, title and interest in and to the Property, and (ii) prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer (except for the acreage sold to UDOT). Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

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

Attest:

CITY:

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

Cindy Roloff
City Recorder



By *[Signature]*
Mayor

DEVELOPER:

D.R. Horton, Inc., a Delaware corporation

By: BA Martin
Boyd A. Martin, V.P. and Division President

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 14 day of January 2019 by Boyd A. Martin, V.P. and Division President of D.R. Horton, Inc., a Delaware corporation.

Delsa Solari
Notary Public

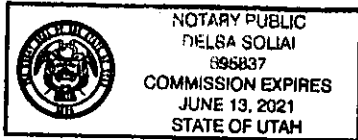
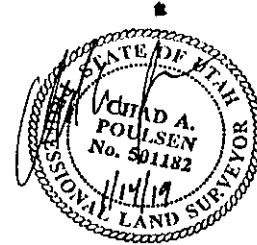


Exhibit "A"

(Legal Description of Northshore Property)



LEGAL DESCRIPTIONS
 PREPARED FOR
 DR HORTON
 Job No. 17-0110
 (Updated January 14, 2019)



SURVEYED BOUNDARY DESCRIPTIONS

PARCEL A

A portion of the Southeast Quarter of Section 24, Township 5 South, Range 1 West, and the Southwest Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located North 8.48 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 278.58 feet to the intersection with the southerly line of that real property described in Deed Entry No. 96711:2016; thence along said real property the following fourteen (14) courses: N80°44'22"E 36.65 feet; thence N69°06'55"E 103.01 feet; thence N29°48'55"W 20.26 feet; thence S68°18'12"W 92.75 feet; thence S80°44'22"W 60.37 feet; thence S85°38'36"W 67.83 feet; thence S88°49'39"W 16.19 feet; thence S89°34'52"W 277.93 feet; thence S89°57'27"W 163.58 feet; thence S89°26'51"W 162.70 feet; thence N88°57'40"W 175.05 feet; thence S88°19'44"W 25.94 feet (the previous nine courses follow along an existing fence line); thence S4°09'58"E 0.75 feet; thence S67°24'21"W 5.64 feet; thence West 0.72 feet to the southerly extension of an existing fence line; thence N0°07'30"W along said fence line 1251.85 feet to a fence corner; thence N89°18'32"W along an existing fence line and the south line of that fence line agreement described in Deed Entry No. 36827:1992, 129.99 feet to a fence corner; thence S0°08'00"W along a fence line 244.29 feet to the southeast corner of that real property described in Deed Entry No. 117221:2013; thence along said real property and an existing fence line the following five (5) courses: S89°45'14"W 662.94 feet; thence N0°14'29"W 798.08 feet; thence N89°30'02"E 663.55 feet; thence N0°16'25"W 824.57 feet; thence N0°03'11"E 186.55 feet to the south line of that real property described in Deed Entry No. 11728:2013; thence along said real property the following two (2) courses: West 1.10 feet; thence N0°04'00"W 463.54 feet to the westerly extension of the south line of that real property described in Deed Entry No. 109533:2015; thence along said real property the following three (3) courses: N89°59'55"E 60.23 feet; thence N0°08'11"W 281.16 feet; thence N89°59'55"E 1501.60 feet to the northeast corner of that real property described in Deed Entry No. 117218:2013; thence along said real property the following two (2) courses: South 599.68 feet; thence West 9.17 feet to the northeast corner of that real property described in Deed Entry No. 117221:2013; thence S0°31'08"W along said real property 634.91 feet to an existing fence; thence along an existing fence line the following three (3) courses: N89°25'18"W 680.77 feet; thence S1°26'00"W 326.59 feet; thence S2°10'00"E 205.49 feet to the west line of that real property described in Deed Entry No. 122739:2007; thence along said real property and an existing fence line the following three (3) courses: S0°02'34"W 130.29 feet; thence S2°03'24"E 30.00 feet; thence N89°59'27"E 673.86 feet to the east line of that real property described in Deed Entry No. 10790:2014; thence S0°37'00"W along said real property 286.69 feet to the north line of that real property described in Deed Entry No. 125178:2009; thence along said real property the following four (4) courses: N89°46'12"W 659.09 feet; thence S0°03'24"E 42.81 feet; thence S0°49'21"E 117.33 feet; thence S89°10'39"W 200.00 feet; thence S0°49'21"E 200.00 feet; thence N89°10'39"E 200.00 feet; thence N0°49'21"W 11.02 feet; thence S89°46'11"E 656.09 feet; thence South 825.51 feet; thence West 200.00 feet; thence South 191.52 feet to the point of beginning.

Contains: ±116.19 Acres

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture



Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660
 Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065
 Boise Office: 2040 S. Eagle Road • Meridian, ID 83642

(801.798.0555 ☐ 801.798.9393
 (801.495.2844 ☐ 801.495.2847
 (208.845.9600

LESS AND EXCEPTING THEREFROM THE FOLLOW DESCRIBED PARCEL OWNED BY SARATOGA SPRINGS CITY:

Beginning at a point located 1,104.90 feet West and 2,264.96 feet South, from the Northeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M to the POINT OF BEGINNING running: thence West a distance of 200.00 feet; thence South a distance of 200.00 feet; thence East a distance of 200.00 feet; thence North a distance of 200.00 feet to said POINT OF BEGINNING.

Net Area of Parcel A Contains: ±115.28 Acres

PARCEL B

A portion of the Northwest Quarter of Section 30, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located South 50.00 feet from the Northwest Corner of Section 30, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: N0°10'34"W along the Section Line from the Southeast Corner to the East 1/4 Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian); thence N89°30'22"E 250.42 feet; thence N0°29'38"W 26.58 feet; thence S89°24'27"E 38.95 feet; thence N89°42'01"E 222.02 feet; thence N89°58'23"E 76.52 feet; thence N89°04'52"E 166.99 feet; thence N89°38'06"E 74.69 feet; thence N89°21'34"E 112.46 feet; thence N89°34'23"E 220.22 feet; thence S87°35'38"E 63.07 feet; thence S8°31'58"E 95.26 feet; thence S19°36'32"E 21.26 feet; thence S14°30'26"E 28.26 feet; thence S3°00'41"E 30.72 feet; thence S7°55'53"E 75.51 feet; thence S8°21'28"E 80.49 feet; thence S13°52'27"E 19.12 feet; thence S5°19'44"E 92.05 feet; thence S16°18'12"W 130.77 feet; thence S29°32'10"E 7.79 feet; thence S12°58'58"W 216.83 feet to the settlement boundary of Utah Lake; thence along said boundary the following four (4) courses: N81°57'02"W 437.45 feet; thence N72°41'56"W 257.18 feet; thence N87°26'46"W 528.61 feet; thence S85°36'38"W 1.87 feet; thence North 586.40 feet to the point of beginning.

Contains: ±19.59 Acres

Exhibit "B"

(Annexation Ordinance & Annexation Agreement)

A copy is on file with the city recorder's office for review upon request.

Exhibit "C"**(Additional Land – May be Added to Project in the Future)
Legal Descriptions and Map Depiction****SOUTH SMITH PROPERTY- PARCEL NO. 58:036:0060**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT LOCATED S89°49'47"W ALONG THE QUARTER SECTION LINE 1196.85 FEET AND NORTH 22.26 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S83°10'42"W 17.24 FEET ALONG THE EXTENSION OF AND THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 167823:2006; THENCE CONTINUING ALONG SAID NORTH LINE S89°49'09"W 580.79 FEET TO AN EXISTING FENCE LINE; THENCE N0°05'00"W 1007.28 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221.2013; THENCE N89°45'14"E ALONG SAID REAL PROPERTY AND AN EXISTING FENCE LINE 466.10 FEET; THENCE N0°08'00"E ALONG A FENCE LINE 244.29 FEET TO A FENCE CORNER; THENCE S89°18'32"E ALONG AN EXISTING FENCE LINE AND THE SOUTH LINE OF THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 36827:1992, 129.99 FEET TO A FENCE CORNER; THENCE S0°07'30"E ALONG A FENCE LINE 1248.12 FEET TO THE POINT OF BEGINNING.
 CONTAINS: ±14.55 ACRES

NORTH SMITH PROPERTY- PARCEL NO. 13:029:0020, 58:036:0051 & 58:036:0052

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018, SAID POINT BEING LOCATED S0°08'33"E ALONG THE SECTION LINE 773.07 FEET AND EAST 239.69 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°40'27"W 387.31 FEET; THENCE S89°34'33"E 7.43 FEET; THENCE S0°45'27"W 446.88 FEET; THENCE N89°57'00"E 7.43 FEET; THENCE SOUTH 58.55 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018; THENCE N89°40'00"W ALONG SAID REAL PROPERTY 1348.36 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 109533:2015; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES:
 N0°00'05"W 51.97 FEET; THENCE N89°50'05"W 222.18 FEET TO AN EXISTING FENCE LINE; THENCE N0°08'11"W ALONG SAID FENCE LINE 1095.70 FEET TO A FENCE CORNER AND THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018; THENCE ALONG SAID REAL PROPERTY AND AN EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: S89°25'33"E 863.78 FEET; THENCE S2°20'27"W 248.43 FEET; THENCE S89°28'33"E 715.17 FEET TO THE POINT OF BEGINNING.
 CONTAINS: ±36.83 ACRES

FREELAND PROPERTY- PARCEL NO. 58:036:0062

ALL OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 122739:2007, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST

AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A REBAR AND CAP (WILSON) MARKING THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 36827:1992, ALSO BEING AT A FENCE CORNER LOCATED S0°10'34"E ALONG THE SECTION LINE 638.09 FEET AND EAST 211.62 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: S0°37'00"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SARATOGA ROAD 351.94 FEET TO A FENCE CORNER; THENCE S89°59'27"W ALONG A FENCE LINE 673.86 FEET; THENCE N2°03'24"W ALONG AN EXISTING FENCE 30.00 FEET; THENCE N0°02'34"E ALONG AN EXISTING FENCE 130.29 FEET; THENCE CONTINUING ALONG AN EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: N2°10'00"W 189.93 FEET; THENCE S89°08'00"E 218.29 FEET; THENCE S89°52'00"E 103.93 FEET; THENCE N89°51'00"E 193.61 FEET; THENCE N87°40'00"E 59.82 FEET; THENCE N88°40'00"E 110.27 FEET TO THE POINT OF BEGINNING. CONTAINS: ±5.42 ACRES

WARDLY MCLACHLAN PARCEL NO. 13:028:0058

BEGINNING AT A POINT LOCATED NORTH 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M.; THENCE NORTH 167.00 FEET; THENCE EAST 200.00 FEET; THENCE S0°03'12"W 80.00 FEET; THENCE WEST 119.93 FEET; THENCE SOUTH 119.29 FEET; THENCE S89°30'33"W 47.00 FEET; THENCE NORTH 32.69 FEET; THENCE WEST 33.00 FEET TO THE POINT OF BEGINNING. CONTAINS: ± 0.56 ACRES

VALLEY VIEW STAKE OF ZION PROPERTY (SLR)- PARCEL NO. 58:036:0057 & 58:036:0058

ALL OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 17913:1958 LESS THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 163124:2006 IN THE OFFICIAL RECORDS OF UTAH COUNTY LOCATED IN SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT LOCATED N0°07'43"W ALONG THE QUARTER SECTION LINE 21.28 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N0°07'43"W ALONG THE QUARTER SECTION LINE AND AN EXISTING FENCE LINE 1724.32 FEET; THENCE CONTINUING ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES: N0°03'19"W 78.67 FEET; THENCE N89°42'00"E 332.11 FEET; THENCE S0°22'00"E 798.30 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221.2013 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE N89°45'14"E ALONG SAID SOUTH LINE AND IT'S EXTENSION 529.42 FEET TO AN EXISTING FENCE CORNER; THENCE S0°05'00"E ALONG AN EXISTING FENCE LINE 1008.89 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 167823:2006 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N89°46'30"W 44.62 FEET; THENCE N89°43'48"W 256.26 FEET; THENCE S89°41'22"W 239.13 FEET; THENCE S89°56'36"W 278.42 FEET; THENCE N89°32'36"W 44.87 FEET; THENCE WEST 0.86 FEET TO THE POINT OF BEGINNING. CONTAINS: ±26.10 ACRES

(See next page for Map)

Exhibit "D"**(Land Trades – Acreage to be Conveyed/Dedicated by Developer to City)
Legal Description and Map Depiction****AREA #1 TO BE CONVEYED BY DEVELOPER TO CITY**

A PORTION OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°07'43"W ALONG THE QUARTER SECTION LINE 445.23 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N0°07'43"W ALONG THE QUARTER SECTION LINE AND AN EXISTING FENCE LINE 1300.38 FEET; THENCE CONTINUING ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES: N0°03'19"W 78.67 FEET; THENCE N89°42'00"E 332.11 FEET; THENCE S0°22'00"E 798.30 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE N89°45'14"E ALONG SAID SOUTH LINE AND ITS EXTENSION 332.58 FEET; THENCE S0°14'29"E 51.19 FEET; THENCE S26°38'38"E 136.99 FEET; THENCE S63°21'22"W 578.78 FEET; THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE LEFT 260.46 FEET THROUGH A CENTRAL ANGLE OF 17°45'58" (CHORD: S54°28'23"W 259.42 FEET) TO THE POINT OF BEGINNING.
CONTAINS: ±11.97 ACRES

AREA #2 TO BE CONVEYED BY DEVELOPER TO CITY

BEGINNING AT A POINT LOCATED NORTH 8.48 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE WEST 103.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 619.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N25°53'58"W) 454.77 FEET THROUGH A CENTRAL ANGLE OF 42°03'36" (CHORD: N43°04'14"E 444.62 FEET); THENCE SOUTH 133.29 FEET; THENCE S0°03'12"W 80.00 FEET; THENCE WEST 119.93 FEET; THENCE SOUTH 119.29 FEET; THENCE S89°30'33"W 47.00 FEET; THENCE NORTH 32.69 FEET; THENCE WEST 33.00 FEET; THENCE SOUTH 24.52 FEET TO THE POINT OF BEGINNING.

CONTAINS: ± 0.53 ACRES

PARCEL #1 PONY EXPRESS ROW

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°07'43"W ALONG THE QUARTER SECTION LINE 261.52 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N0°07'43"W ALONG THE QUARTER SECTION LINE AND AN EXISTING FENCE LINE 183.70 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 840.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S44°24'36"E) 260.46 FEET THROUGH A CENTRAL ANGLE OF 17°45'58" (CHORD: N54°28'23"E 259.42 FEET); THENCE N63°21'22"E 785.75 FEET; THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE RIGHT 390.62 FEET THROUGH A CENTRAL ANGLE OF 26°38'38" (CHORD: N76°40'41"E 387.11 FEET); THENCE EAST 170.67 FEET; THENCE S0°07'30"E 120.00 FEET; THENCE WEST 170.93 FEET; THENCE ALONG THE ARC OF A 720.00 FOOT RADIUS CURVE TO THE LEFT 334.82 FEET THROUGH A CENTRAL ANGLE OF 26°38'38" (CHORD: S76°40'41"W 331.81 FEET); THENCE S63°21'22"W 785.75 FEET; THENCE ALONG THE ARC OF A 720.00 FOOT RADIUS CURVE TO THE LEFT 352.20 FEET THROUGH A CENTRAL ANGLE OF 28°01'38" (CHORD: S49°20'33"W 348.70 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ± 4.47 ACRES

PARCEL #2 PONY EXPRESS ROW

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 909.63 FEET AND EAST 202.79 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE WEST 1398.79 FEET; THENCE N0°07'30"W 120.00 FEET; THENCE EAST 542.93 FEET; THENCE S0°49'21"E 15.37 FEET; THENCE N89°10'39"E 200.00 FEET; THENCE N0°49'21"W 11.02 FEET; THENCE S89°46'11"E 656.09 FEET; THENCE SOUTH 115.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: ± 3.75 ACRES

(See next page for Map)

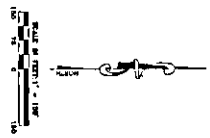
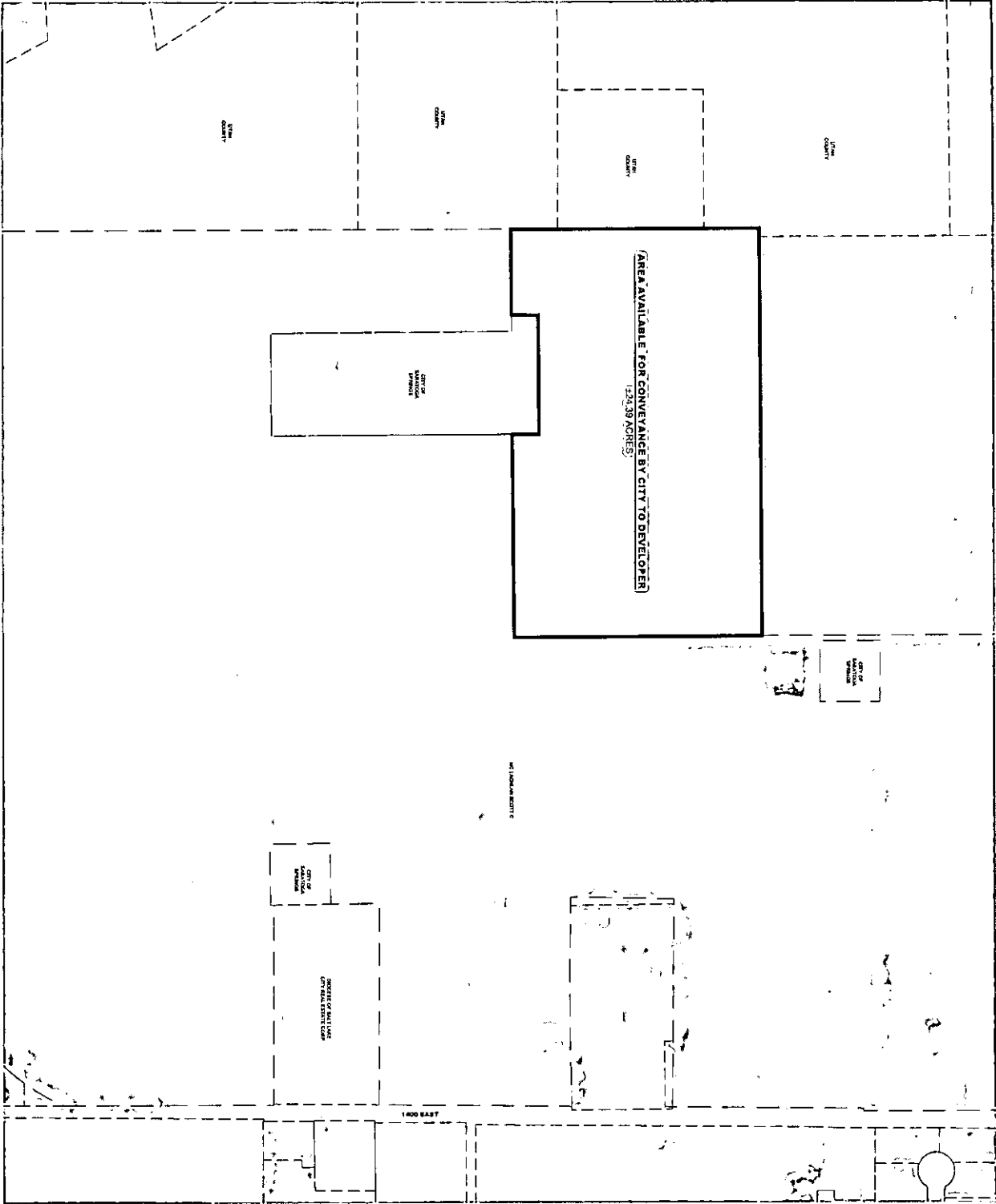
Exhibit "E"

AREA AVIALABLE FOR CONVEYANCE BY CITY TO DEVELOPER- PARCEL NO.58:036:0036

ALL OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 68014:2014 IN THE OFFICIAL RECORDS OF UTAH COUNTY LOCATED IN SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER IN THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013, SAID POINT BEING LOCATED S0°10'34"E ALONG THE SECTION LINE 2.40 FEET AND WEST 1328.69 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID REAL PROPERTY AND AN EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES: S0°16'25"E 823.77 FEET; THENCE S89°30'02"W 663.37 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING FOUR (4) COURSES: N0°13'14"E 89.14 FEET; THENCE S89°42'10"W 387.55 FEET; THENCE S0°44'21"W 88.63 FEET; THENCE S89°42'00"W 278.27 FEET TO AN EXISTING FENCE CORNER BEING ON THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 93604:2009; THENCE N0°03'19"W ALONG SAID REAL PROPERTY AND EXISTING FENCE LINE 826.09 FEET TO A FENCE CORNER; THENCE N89°43'24"E ALONG AND EXISTING FENCE LINE 1326.83 FEET TO THE POINT OF BEGINNING.
CONTAINS: ±24.39 ACRES

(See next page for Map)



<p>18 PROJECT # 2017-0110</p> <p>DATE 11/14/19</p> <p>BY [Signature]</p> <p>CHECKED BY [Signature]</p> <p>DATE 11/14/19</p> <p>SCALE 1/4" = 100'</p> <p>141-2819</p>	<p>19 PROJECT #</p> <p>DATE</p> <p>BY</p> <p>CHECKED BY</p> <p>DATE</p> <p>SCALE</p> <p>141-2819</p>
--	--

NORTHSHORE
CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

EXHIBIT E



LPI

A TEAM CORPORATION

ENGINEERS

SURVEYORS

PLANNERS

2022 N. MAIN STREET
SARATOGA SPRINGS, UTAH 84405
PHONE: 435-225-1000
FAX: 435-225-1001
WWW.LPIINC.COM

Exhibit "F"**(Land Trades – 7750 North)
Legal Description and Map Depiction****PROPERTY TO BE CONVEYED FROM SARATOGA SPRINGS CITY TO DEVELOPER**

A PORTION OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 109533:2015, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 109533:2015, SAID POINT BEING LOCATED N0°08'33"W ALONG THE SECTION LINE 929.68 FEET AND EAST 233.31 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: S89°59'55"W 1501.60 FEET; THENCE S0°08'11"E 281.16 FEET; THENCE S89°59'55"W 60.23 FEET; THENCE N0°08'11"W 323.00 FEET; THENCE N89°42'30"E 1189.59 FEET; THENCE ALONG THE ARC OF A 838.50 FOOT RADIUS CURVE TO THE LEFT 137.30 FEET THROUGH A CENTRAL ANGLE OF 9°22'56" (CHORD: N85°01'02"E 137.15 FEET) TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018; THENCE S89°40'00"E ALONG SAID REAL PROPERTY 235.72 FEET; THENCE SOUTH 58.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±2.10 ACRES

±91,316 SQ. FT.

PROPERTY TO BE CONVEYED FROM DEVELOPER TO SARATOGA SPRINGS CITY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018, SAID POINT BEING LOCATED N0°08'33"W ALONG THE SECTION LINE 989.46 FEET AND WEST 2.26 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N89°40'00"W ALONG SAID REAL PROPERTY 1104.23 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 109533:2015; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: N0°00'05"W 51.97 FEET; THENCE N89°50'05"W 222.18 FEET; THENCE N89°42'30"E 1189.38 FEET; THENCE ALONG THE ARC OF A 761.50 FOOT RADIUS CURVE TO THE LEFT 157.42 FEET THROUGH A CENTRAL ANGLE OF 11°50'40" (CHORD: N83°47'10"E 157.14 FEET); THENCE ALONG THE ARC OF A 538.50 FOOT RADIUS CURVE TO THE RIGHT 117.67 FEET THROUGH A CENTRAL ANGLE OF 12°31'13" (CHORD: N84°07'26"E 117.44 FEET); THENCE S89°36'58"E 101.16 FEET; THENCE S0°45'27"W 36.32 FEET; THENCE N89°57'00"E 7.43 FEET; THENCE SOUTH 40.74 FEET; THENCE N89°36'58"W 108.62 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 100.85 FEET THROUGH A CENTRAL ANGLE OF 12°31'13" (CHORD: S84°07'26"W 100.65 FEET); THENCE ALONG THE ARC OF A 838.50 FOOT RADIUS CURVE TO THE RIGHT 36.03 FEET THROUGH A CENTRAL ANGLE OF 2°27'44" (CHORD: S79°05'42"W 36.03 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±1.96 ACRES

±85,390 SQ. FT.

PROPERTY TO BE CONVEYED FROM SARATOGA QUARTER HORSES LLC TO
SARATOGA SPRINGS CITY
PARCEL NO. 58:036:0083

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018, SAID POINT BEING LOCATED N0°08'33"W ALONG THE SECTION LINE 989.67 FEET AND WEST 38.84 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N89°40'00"W ALONG SAID REAL PROPERTY 1067.65 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 109533:2015; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: S0°00'05"E 6.23 FEET; THENCE N89°59'55"E 1067.63 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.08 ACRES
±3,328 SQ. FT.

(See next page for map)

