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WHEN RECORDED, RETURN TO:

City Recorder

**AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR THE
WILDFLOWER MASTER PLANNED COMMUNITY**

December 17, 2019

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**AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR THE
WILDFLOWER MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 17th day of December, 2019, by and between the CITY OF SARATOGA SPRINGS, WF II, LLC, a Utah limited liability company, Collins One, LLC, a Utah limited liability company, Collins Brothers, LLC, a Utah limited liability company, Collins Storage, LLC, a Utah limited liability company, Easy Peasy, LLC, a Utah limited liability company, Sunrise 3, LLC, a Utah limited liability company, Tanuki, LLC, a Utah limited liability company, and Wildflower Developers, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in this ARMDA and in these Recitals are defined in Section 1.2, below.
- B. Owners owns the Property which is located within the City.
- C. Master Developer is under contract with Owners to develop the Project on the Property.
- D. A portion of the Property, along with the Excluded Property, is currently the subject of the Original Development Agreement.
- E. Another portion of the Property is currently the subject of the Springs ADA.
- F. The Parties desire to enter into this ARMDA to novate, replace and supersede, where applicable, the Original Development Agreement and the Springs ADA in their entirety as they relate to the Property.
- G. Contemporaneously with the approval of this ARMDA the City has zoned the Property with its "PC" Zone.

H. As a part of this AMRDA the City has approved the Community Plan.

I. The Parties intend that the Original Development Agreement shall remain in full force and effect as it relates to the Excluded Property.

J. Owners, Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

L. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

M. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

N. The City finds that this ARMDA and the Community Plan conforms with the intent of each potential the City’s General Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1 **Incorporation.** The foregoing Recitals and Exhibits “A” - “F” are hereby incorporated into this ARMDA.

1.2 **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1 **Act** means the City Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101 (2019) et seq.

1.2.2 **Administrator** means the person designated by the City as the Administrator of this ARMDA.

1.2.3 **Applicant** means a person or entity submitting a Development Application.

1.2.4 **ARMDA** means this Amended and Restated Master Development Agreement.

1.2.5 **Buildout** means the completion of all of the development on the entire Project.

1.2.6 **Cemetery Property** means that property located at approximately 40.400675 North Longitude -111.955876 West Latitude as illustrated on Exhibit “B”.

1.2.7 **City** means the City of Saratoga Springs.

1.2.8 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9 **City’s Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development

Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.2.10 **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of December 17, 2019 except as those may be modified in the Community Plan and in this ARMDA. Certain of those provisions of the City's Vested Laws that are modified by this ARMDA are listed in Exhibit "F" but the Parties acknowledge that there may be additional provisions in the ARMDA and the future Community Plans.

1.2.11 **Community Plan** means the plan for the development of the entire Project as shown on Exhibit "B".

1.2.12 **Council** means the elected City Council of the City.

1.2.13 **Default** means a material breach of this ARMDA as specified herein.

1.2.14 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by The City staff.

1.2.15 **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.16 **Development Application** means a complete application to the City for development of a portion of the Project including a Village Plan, Subdivision, Plan or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.17 **Development Report** means a report containing the information specified in Section 2.4 submitted to the City by Master Developer for a Development by Master Developer or for the sale by Owners of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Owners and Master Developer.

1.2.18 **Equivalent Residential Dwelling Units** shall have the meaning specified in the City's Vested Laws.

1.2.19 **Exceptions to City's Vested Laws** means those provisions in the Community Plan that modify the City's Vested Laws for the Project.

1.2.20 **Excluded Property** means that property as described in Exhibit A-2 which has previously been developed pursuant to the Original Development Agreement.

1.2.21 **Intended Uses** means the development on the Project of the Maximum Equivalent Residential Uses and all of the commercial, retail, office and other uses specified in the Community Plan

1.2.22 **Master Developer** means Wildflower Developers, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

1.2.23 **Maximum Equivalent Residential Units** means the development on the Property of three thousand seven hundred twenty-nine (3,729) Equivalent Residential Dwelling Units.

1.2.24 **Master Utility Plan** means a plan for providing utilities to the Project as more fully specified in Exhibit "C" and lawful updates made pursuant to the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

1.2.25 **Non-City Agency** means any regulatory body having any jurisdiction over the consideration of any Development Application other than the City.

1.2.26 **Notice** means any notice to or from any Party to this ARMDA that is either required or permitted to be given to another party.

1.2.27 **Original Development Agreement** means a Development Agreement dated March 18, 2015 which is recorded as Entry # 21748:2015 in the official records of the Utah County Recorder which applies to a portion of the Property.

1.2.28 **Outsource[e][ing]** means the process of the City contracting with the City Consultants or paying overtime to the City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA.

1.2.29 **Owners** means WF II, LLC, a Utah limited liability company, Collins One, LLC, a Utah limited liability company, Collins Brothers, LLC, a Utah limited liability company, Collins Storage, LLC, a Utah limited liability company, Easy Peasy, LLC, a Utah limited liability company, Sunrise 3, LLC, a Utah limited liability company, Tanuki, LLC, a Utah limited liability company, that own those portions of the Property as more fully specified in Exhibit "D".

1.2.30 **Parcel** means a portion of the Property that is created by the Owners and Master Developer to be sold to a Subdeveloper.

1.2.31 **Party/Parties** means, in the singular, either Master Developer, Owners or the City; in the plural each of Owners, Master Developer and the City.

1.2.32 **Plan** means plans approved by the City pursuant to a Development Application.

1.2.33 **Planning Commission** means the City's Planning Commission.

1.2.34 **Pod** means an area of the Project as generally illustrated on the Master Plan intended for a certain number of square feet of industrial or warehousing space.

1.2.35 **Powerline Corridor** means a powerline corridor owned by Rocky Mountain Power that is illustrated on the Community Plan.

1.2.36 **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, and all of the other aspects approved as part of this ARMDA.

1.2.37 **Property** means the real property to be developed into the Project as more fully described in Exhibit "A-1".

1.2.38 **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.39 **Springs ADA** means an Annexation and Development Agreement dated April 21, 2015 which was approved by the City on April 21, 2015 as Ordinance 15 -16 which applies to a portion of the Property.

1.2.40 **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Owners or Master Developer which purchases a Parcel for development.

1.2.41 **Subdivision** means the division of any portion of the Project into developable area pursuant to State Law and/or the Zoning Ordinance.

1.2.42 **Subdivision Application** means the application to create a Subdivision.

1.2.43 **System Improvements** means those components of the City's infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.44 **Village Plan** means plans for the development of portion of the Project required by Chapter 19.26 of the City's Vested Laws.

1.2.45 **Zoning** means the City's PC Zone as specified in the City's Vested Laws.

2. Development of the Project.

2.1 **Exclusive Agreement/Novation and superceding of the Original Development Agreement.** This ARMDA shall be the exclusive agreement between the Parties for development of the Property. As it relates to the Property, the Original Development Agreement and the Springs DA are hereby acknowledged to be novated, superseded and of no effect.

2.2 **Excluded Property.** The Excluded Property shall remain subject to the Original Development Agreement.

2.3 **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City's Vested Laws (as modified by the Exceptions to City's Vested Laws), the City's Future Laws (to the extent that these are applicable as otherwise specified in this ARMDA), the Zoning Map and this ARMDA.

2.4 **Accounting for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the new ownership of the Parcel(s) sold and the projected or potential uses.

2.5 **Cemetery Property.** Master Developer shall postpone development of the Cemetery Property until December 31, 2024. If, prior to the end of that postponement, Camp Williams completes purchase of some or all of the Cemetery Property, Master Developer may transfer 77 units, consisting of 63 vested units and 14 additional units (to compensate Master Developer for the delay), prorated in accordance to the amount of Cemetery Property sold, to any

other area of the Development. Developer may use these units to increase the total number of units in the receiving area notwithstanding the number of units specified in the community plan.

3. **Zoning and Vested Rights.**

3.1 **Zoning.** The Property is zoned as shown on the Zoning Map and that zoning accommodates and allows all development contemplated by Owners and Master Developer, including the development rights and uses described herein and depicted in the Master Plan, as more particularly set forth below.

3.2 **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA, the City's Vested Laws, and the Zoning Map except as specifically provided herein and in the Community Plan. The Parties specifically intend that this ARMDA grants to Owners and Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-508. As of the date of this ARMDA, the City confirms that the uses, configurations, densities, and other development standards reflected in the Master Plan are approved under, and generally consistent with the City's existing laws, Zoning Map, and General Plan. However, the Parties acknowledge that the Master Plan is conceptual in nature and additional details may need to be provided by Developer to determine full compliance with the Vested Laws, Future Laws, Zoning Map, General Plan, and this ARMDA. If there is a conflict between any provision of Chapter 19 of the City Code and any portion of this ARMDA, even if not listed in Exhibit "F", then the provisions of this ARMDA shall control.

3.3 **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

3.3.1 Owners and Master Developer Agreement. The City's Future Laws that Owners and Master Developer agree in writing to the application thereof to the Project, except for the remaining exceptions in 3.3.2 to 3.3.9;

3.3.2 State and Federal Compliance. The City's Future Laws which are generally applicable to all properties in the City's jurisdiction and which are required to comply with State and Federal laws and regulations affecting the Project;

3.3.3 Codes. The City's development standards, engineering requirements and supplemental specifications for public works, and any of the City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

3.3.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City and which are adopted pursuant to State law.

3.3.6 Impact Fees. Future Impact Fees or modifications thereto which are lawfully adopted and imposed by the City.

3.3.7 Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the demonstrable costs or diminish the demonstrable profits of any Development.

3.3.8 Processing of Development Applications. Changes in the City's Future Laws that relate to the processing of Development Applications which are generally applicable across the entire City and do not materially and unreasonably increase the demonstrable costs, or diminish the demonstrable profits.

3.3.9 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii) (2019), as proven by the City by clear and convincing evidence.

4. Term of Agreement. The term of this ARMDA shall be until December 31, 2029. If as of that date Master Developer has not been declared to be in default as provided in Section 14, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2034, and, thereafter, for up to one (1) additional period of five (5) years. This ARMDA shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this ARMDA. However, this ARMDA shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this ARMDA. When public improvements required by this ARMDA and the

adopted community and village plans have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements.

5. **Processing of Development Applications.**

5.1 **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines in its sole discretion that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to The City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to The City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2 Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3 Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are or are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as The City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this ARMDA shall be selected pursuant to The City ordinances or regulations and Utah State law, in particular Utah Code § 11-39-101 et seq., as amended. Except where doing so would violate state law or the City's contracting or purchasing policy, applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs are the responsibility of Applicant.

5.4 City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant and Master

Developer of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.5 Meet and Confer regarding Development Application Denials. Upon a written request from an Applicant, the City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application. Master Developer may, at its option, participate in this Meet and Confer process.

5.6 The City's Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7 Mediation of Development Application Denials.

5.7.1 Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the Applicant and the City are not able to resolve by "Meet and Confer" shall be mediated and include the following:

- (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and
- (iv) the issuance of building permits.

5.7.2 Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the City and Applicant shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the City and Applicant regarding the mediation issue and promptly attempt to mediate the issue between the City and Applicant. Master Developer may, at its option, participate in the mediation. If the City and Applicant are unable to reach agreement, the mediator shall notify the City, Applicant, Master Developer and Owners in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the City and Applicant.

5.8 Arbitration of Development Application Objections.

5.8.1 Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

5.8.2 Mediation Required Before Arbitration. Prior to any arbitration the City and Applicant shall first attempt mediation as specified in Section 5.7.

5.8.3 Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the City and Applicant shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the City and Applicant are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between

them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the City and Applicant regarding the arbitration issue and render a decision. Master Developer may, at its option, participate in the arbitration. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon the City and Applicant. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.8.4 Limitation on Damages. The arbitrator may not award monetary damages or attorney fees, and any award shall be limited to specific performance by the breaching party.

6. Application Under the City's Future Laws. Without waiving any rights granted by this ARMDA, Master Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. Infrastructure.

7.1 **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.2 **Consistency with Master Utility Plan.** The Public Infrastructure shall be consistent with and fulfill the purposes of the Master Utility Plan.

7.3 **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapters 10-9a of the Utah Code as amended, security for any required improvements

shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Master Developer.**

8.1 **"Upsizing"**. The City shall not require Owners or Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Owners and Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. **Public Infrastructure Financing.** The City will use its best efforts at the request of Master Developer, within the scope of the City's legislative discretion, to create an "assessment area", "local district" or other similar financial vehicle to pay for portions of the Public Infrastructure.

10. **Impact Fees.** The City acknowledges that the Master Developer or Subdeveloper shall be entitled to impact fee waivers, credits, and/or reimbursements as provided by Utah Code § 11-36a-402(2), as amended, which as of the date of this ARMDA allows a developer to receive waivers, credits, and/or reimbursements if such developer: (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that City and the developer agree will reduce the need for a system improvement.

11. **Site Preparation.**

11.1 Certain Extraction, Processing and Uses Permitted. Master Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel products, but excluding any other underground materials or other minerals which may be discovered, if any) during the course of grading, excavation, and other ordinary and customary development processes for the Property, subject to the City's Future Laws including excavation, grading, and stormwater regulations and permitting requirements. Such natural materials shall only be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property if such materials meet the City's Future Laws pertaining to the use for such purposes. The zoning for the Project shall not be construed to limit or restrict any such temporary development-related extraction, processing and hauling activities.

11.2 Additional Requirements for Uses Off-Site. Any excess materials not needed by the Project may also be sold and/or hauled off-site in locations outside the Project, provided that Master Developer: (1) obtains from the City permits for such operation, including but not limited to, a traffic plan, storm water pollution prevention plan, and a grading plan and permit (meeting the requirements of City Future Laws); and (2) complies with such approved permits in its extraction, processing and hauling activities.

11.3 Limitation of Material Extraction, Processing and Uses. The provisions of Sections 11.2 and 11.3 shall only allow the excavation and processing of materials pursuant to an active permit required by City Future Laws. The excavation and processing shall not extend beyond the boundaries of the approved grading plan. The Parties acknowledge that the provisions of Sections 11.1 and 11.2 are not intended to allow the Property to be used as a general gravel mining operation.

11.4 **Limitation on Use of Certain Roads.** Without limiting the generality of the foregoing, (a) any trucks hauling materials away from the Project shall not utilize any of the Harvest Hills Subdivision roads or other local roads, but rather, Master Developer shall construct a temporary road connecting portions of the Property upon which such extraction and processing will occur to Redwood Road or other State Highway, for such hauling activities, (b) Master Developer shall use reasonable efforts to screen such excavation and processing activities from neighboring properties, and (c) Master Developer's extraction activities shall not include mining materials which are deeper under the ground than the grading plan included within the Community Plan and which are materials or minerals other than rock, sand, or gravel products. Further, Master Developer must obtain all applicable excavation, grading, and storm water permits and comply with all other applicable provisions of the City's Future Laws.

11.5 **Requirement of Approval of a Development Application.** Master Developer shall not commence any use permitted under this Section 11 until such time as a Development Application has been approved by City in accordance with the terms and conditions of this ARMDA and the City's Vested Laws.

12. **Rocky Mountain Power Corridor.** The Parties acknowledge that if Master Developer obtains the rights to use the Powerline Corridor for a park or trails for the Project then the area so used shall count as a partial credit against any open space requirements for the Project as specified in the City's Vested Laws including the requirement to provide amenities.

13. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire and other emergency services. Such services shall be

provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

14. **Default.**

14.1 **Notice.** If Owners, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to all other Parties. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owners and Master Developer.

14.2 **Contents of the Notice of Default.** The Notice of Default shall:

14.2.1 **Specific Claim.** Specify the claimed event of Default;

14.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this ARMDA that is claimed to be in Default;

14.2.3 **Materiality.** Identify why the Default is claimed to be material; and

14.2.4 **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

14.3 **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to arbitration as provided in Section 5.8 then the Parties shall follow such processes.

14.4 **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” or by mediation, and if the Default is not subject to arbitration then the Parties may have the following remedies, except as specifically limited in 15.9:

14.4.1 No Monetary Damages. Except for other remedies specified in this Section 14.4, any breach of this Agreement by either party shall not result in monetary damages but shall be limited to specific performance only.

14.4.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

14.4.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

14.5 **Public Meeting**. Before any remedy in Section 14.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Manager and address the City Manager regarding the claimed Default.

14.6 **Emergency Defaults**. Anything in this ARMDA notwithstanding, if the City's Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 14.4 without the requirements of Sections 14.5. The City shall give Notice to Owners and Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered. Owners and Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

14.7 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

14.8 **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Owners or Master Developer.

15. **Notices.** All notices required or permitted under this ARMDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Nate Shipp
Wildflower Developers, LLC
Exchange Place, Building B
14034 South 145 East, Suite 204
Draper, Utah 84020

With a Copy to:

Bruce R. Baird
Bruce R. Baird, PLLC
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106

To the Owners and with Copies to as Shown on Exhibit "D":

To the City:

City of Saratoga Springs
Attn: City Manager
1307 North Commerce Drive Suite 200
Saratoga Springs, UT 84045

With a Copy to:

City of Saratoga Springs
Attn: City Attorney
1307 North Commerce Drive Suite 200
Saratoga Springs, UT 84045

15.1 **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

15.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service

15.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

15.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

16. **Headings**. The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

17. **No Third-Party Rights/No Joint Venture**. This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third Parties concerning any improvements to the Property or the Project unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under the City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

18. **Assignability.** The rights and responsibilities of Owners and Master Developer under this ARMDA may be assigned in whole or in part, respectively, by Owners and Master Developer with the consent of the City as provided herein.

18.1 **Related Entity.** Owners' or Master Developer's transfer of all or any part of the Property to any entity "related" to Owners or Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Owners' or Master Developer's entry into a joint venture for the development of the Project or Owners' or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Owners or Master Developer. Owners or Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

18.2 **Notice.** Owners and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

18.3 **Time for Objection.** Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

18.4 **Partial Assignment.** If any proposed assignment is for less than all of Owners' or Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment Owners and Master Developer shall not be released

from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

18.5 **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

18.6 **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

19. **Binding Effect.** If Owner(s) sell(s) or conveys Parcels of lands to Subdevelopers or related Parties, the lands so sold and conveyed shall bear the same rights, privileges, and configurations as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

20. **No Waiver.** Failure of any 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 date any such right or any other right it may have.

21. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed

amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

22. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

23. **Time is of the Essence.** Time is of the essence to this ARMDA and every right or responsibility shall be performed within the times specified.

24. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this ARMDA, the City, Owners and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Administrator. The initial representative for Master Developer shall be Nate Shipp. The initial representative(s) for Owners shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

25. **Applicable Law.** This ARMDA is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

26. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah.
27. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
28. **Mutual Drafting.** Each Party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against any Party based on which Party drafted any particular portion of this ARMDA.
29. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.
30. **Estoppel Certificate.** Upon twenty (20) days prior written request by Owners, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owners, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.
31. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall amend, restate and replace the Original Development Agreement, and shall be deemed to run with the land. The data disks of the City's Vested Laws and the Master Utility Plan shall not be recorded in the chain of title. A secure copy of such data disks shall be filed with the applicable the City Recorder and each party shall also have an identical copy.

32. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. 19-40 adopted by the City Council on December 17, 2019;

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER:

Wildflower Developers, LLC,
a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of Wildflower Developers, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



OWNERS' ACKNOWLEDGMENTS

OWNER:

WF II, LLC, a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

OWNER ACKNOWLEDGMENT

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

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of WF II, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



OWNER:

Collins One, LLC, a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

OWNER ACKNOWLEDGMENT

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

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who

being by me duly sworn, did say that he/she is the Manager of Collins One, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



OWNER:

Collins Brothers, LLC, a Utah limited liability company

By: _____

Name: _____

Its: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of May, 2020, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Collins Brothers, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

OWNER:

Collins Storage, LLC, a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

OWNER ACKNOWLEDGMENT

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

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of Collins Storage, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023
Residing at: Salt Lake



OWNER:

Easy Peasy, LLC, a Utah limited liability company

By: [Signature]
Name: Bryan Flamm
Its: Manager

OWNER ACKNOWLEDGMENT

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

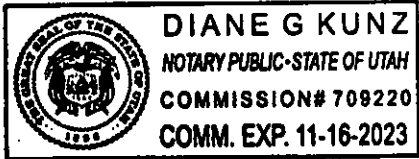
On the 22nd day of May, 2020, personally appeared before me Bryan Flamm, who

being by me duly sworn, did say that he/she is the Manager of Easy Peasy, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



OWNER:

Sunrise 3, LLC, a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

OWNER ACKNOWLEDGMENT

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

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of Sunrise 3, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



OWNER:

Tanuki, LLC, a Utah limited liability company

By: [Signature]
Name: Nathan Shipp
Its: Manager

OWNER ACKNOWLEDGMENT

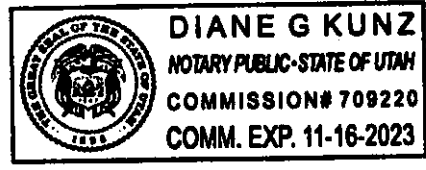
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 22nd day of May, 2020, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he/she is the Manager of Tanuki, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-16-2023

Residing at: Salt Lake



CITY

Saratoga Springs City,
a Utah political subdivision

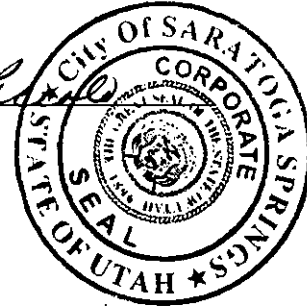
By: [Signature]
Name: MARK CHRISTENSEN
Its: CITY MANAGER

Approved as to form and legality:

[Signature]
City Attorney

Attest:

[Signature]
City Clerk



CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 10 day of May, 2020 personally appeared before me MARK CHRISTENSEN who being by me duly sworn, did say that he/she is the CITY MANAGER of Saratoga Springs City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said MARK CHRISTENSEN acknowledged to me that the City executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires: 04-12-2024

Residing at: Utah County

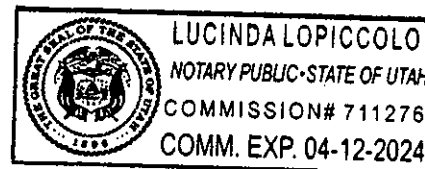


TABLE OF EXHIBITS

Exhibit "A-1"	Legal Description of Property
Exhibit "A-2"	Legal Description of Excluded Property
Exhibit "B"	Community Plan
Exhibit "C"	Master Utility Plan (on disk)
Exhibit "D"	List of Owners
Exhibit "E"	City's Vested Laws (on disk)
Exhibit "F"	Exceptions to City's Vested Laws
Exhibit "G"	Cemetery Option

Exhibit "A-1"

Legal Description of Property

EXHIBIT A-1

Legal Description of Property

Parcel #1-Residential Area East of Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°11'02"W along the Quarter Section Line 3688.23 feet; thence N89°48'58"W 491.89 feet; thence N15°21'47"W 459.85 feet; thence along the arc of a 4440.00 foot radius curve to the right 2668.32 feet through a central angle of 34°26'00" (chord: N1°51'13"E 2628.34 feet); thence N19°04'13"E 684.52 feet to the southerly line of that real property described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder; thence along said real property the following six (6) courses: S18°26'38"E 1.65 feet; thence S25°22'31"E 60.27 feet; thence N89°45'50"E 164.03 feet; thence N0°02'37"E 198.17 feet; thence S89°57'58"W 121.39 feet; thence S64°33'09"W 20.59 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: along the arc of a 3000.00 foot radius non-tangent curve to the right (radius bears: S67°52'05"E) 409.38 feet through a central angle of 7°49'07" (chord: N26°02'28"E 409.06 feet); thence along the arc of a 8140.00 foot radius curve to the left 1433.58 feet through a central angle of 10°05'27" (chord: N24°54'18"E 1431.73 feet); thence along the arc of a 750.00 foot radius curve to the right 974.95 feet through a central angle of 74°28'49" (chord: N57°06'00"E 907.74 feet); thence S85°39'35"E 665.49 feet; thence along the arc of a 1500.00 foot radius curve to the left 438.11 feet through a central angle of 16°44'05" (chord: N85°58'22"E 436.56 feet); thence N77°36'20"E 298.85 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°05'10"E along the Section Line 1023.87 feet; thence N89°51'58"E 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: S16°33'17"E 43.07 feet; thence S9°58'30"E 53.91 feet; thence S6°37'28"W 103.89 feet; thence S9°27'03"W 107.43 feet; thence S8°32'21"W 53.31 feet; thence S6°29'17"W 48.17 feet; thence N89°58'51"W 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence S26°33'37"W along the westerly line of Plats "W & R/S", Harvest Hills Subdivisions 1040.70 feet; thence S89°36'29"W along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence N9°35'01"E 216.50 feet; thence West 315.47 feet; thence S3°19'17"E 215.67 feet to the point of beginning.

Contains: ±168.69 Acres

Parcel #2-Residential Area West of Mountain View Corridor

A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0°20'24"E along the Section Line 928.72 feet; thence N33°57'04"E 556.57 feet; thence N5°03'04"E 230.08 feet; thence S69°16'00"E 15.42 feet; thence N20°44'00"E 10.00 feet; thence N69°16'00"W 18.23 feet; thence N5°03'04"E 7709.11 feet; thence N89°52'43"E 1644.05 feet; thence S0°17'28"W 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a 1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00

foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.17 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by the City of Saratoga Springs as described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder.

Contains: ±0.92 Acres

Net Area of Parcel #2 Contains: ±273.25 Acres

Parcel #3-The Springs

A portion of Sections 8 and 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the East 1/4 Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°20'24"W along the section line 1993.85 feet to a BLM aluminum pipe and cap monument marking the southeast corner of the north half of the southeast quarter of the southeast quarter of said Section 9; thence N89°59'41"W along the south line of said north half 1328.72 feet to a BLM aluminum pipe and cap monument marking the southwest corner of said north half; thence N0°06'28"W along the west line of said north half 670.03 feet to the southeast corner of the northwest quarter of the southeast quarter of said Section 9; thence N89°45'47"W along the south line of said northwest quarter 160.09 feet to the intersection with the east line of Belle Spring Mine No. 1 as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002; thence along the boundary of Belle Spring Mine No. 1 the following three (3) courses: S0°17'40"W 82.66 feet to Corner No. 3 of Belle Spring Mine No. 1 (not monumented); thence N73°21'20"W 1211.23 feet to a BLM aluminum pipe and cap monument marking Corner No. 2 of Belle Spring Mine No. 1; thence N0°17'40"E 100.52 feet to Corner No. 3 of Belle Spring No. 6 (monument not found); thence N73°21'20"W 17.98 feet to the intersection with the Quarter Section Line; thence S0°33'34"E along the Quarter Section Line 365.10 feet to a BLM aluminum pipe and cap monument marking the Center South 1/16 Corner of said Section 9; thence N89°36'37"W along the south line of the north half of the southwest quarter of said Section 9, (defined in Deed Entry No. 43758:2011 in the official records of the Utah County Recorder)

2634.36 feet to the southeast corner of the north half of the southeast quarter of Section 8, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N88°46'35"W along said south line (defined in Deed Entry No. 28603:2015 in the official records of the Utah County Recorder) 2674.42 feet to the southeast corner of the northeast quarter of the southwest quarter of said Section 8; thence N88°45'57"W along the south line of said northeast quarter (defined in Deed Entry No. 28603:2015 in the official records of the Utah County Recorder) 1335.65 feet to the southwest corner of the northeast quarter of the southwest quarter of said Section 8; thence N0°47'51"E along the west line of said northeast quarter 1339.46 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the northeast quarter of the southwest quarter of said Section 8; thence N0°20'25"E along the west line of the southeast quarter of the northwest quarter of said Section 518.47 feet to a BLM aluminum pipe and cap monument marking the intersection with the south line of that real property owned by the United States of America as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002 (said real property is purported to be that real property described Deed Entry No. 178437:2007 in the official records of the Utah County Recorder); thence along the south line of that real property the following three (3) courses: N76°58'20"E 2259.24 feet to a BLM aluminum pipe and cap monument; thence N79°06'11"E 896.49 feet to a BLM aluminum pipe and cap monument; thence N75°14'36"E 302.99 feet to a BLM aluminum pipe and cap monument marking the intersection with the north line of the southeast quarter of the northeast quarter of said Section 8; thence S89°09'23"E along said north line 634.92 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the south half of the northwest quarter of said Section 9; thence S88°33'27"E along the north line of said south half 2587.47 feet to a BLM aluminum pipe and cap monument marking the northeast corner of the south

half of the northwest quarter of said Section 9; thence $S0^{\circ}34'00''E$ along the quarter section line 1154.58 feet to a BLM aluminum pipe and cap monument marking to the intersection with the north line of Belle Spring Claim No. 4 as defined on that dependent resurvey conducted under the direction of the Bureau of Land Management, the official plat thereof being on file in the office of the Bureau of Land Management dated September 17, 2002; thence $S73^{\circ}21'20''E$ along the north line of said claim 501.14 feet to a BLM aluminum pipe and cap monument marking the intersection with the quarter section line; thence $S73^{\circ}21'20''E$ 104.97 feet to a BLM aluminum pipe and cap monument marking Corner No. 2 of Belle Spring Mine No. 5; thence $S73^{\circ}21'20''E$ 799.24 feet to the intersection of the north line of Belle Spring Mine No. 5 and the east line of the northwest quarter of the southeast quarter of said Section 9; thence $N0^{\circ}06'28''W$ along said east line 248.56 feet to a BLM aluminum pipe and cap monument marking the northwest corner of the northeast quarter of the southeast quarter of said Section 9; thence $S89^{\circ}18'02''E$ along the quarter section line 1344.44 feet to the point of beginning.

Contains: ± 473.78 Acres

Parcel #4-Collins South, North of Hwy 73

A portion of Sections 15 and 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located $S89^{\circ}52'02''E$ along the Section Line 335.82 feet from the Northwest Corner of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}52'02''E$ along the Section Line 1917.75 feet to the westerly right-of-way line of that Utah Department of Transportation project described in Deed Entry No. 73384:2011 in the official records of the Utah County Recorder; thence along said right-of-way line the following two (2) courses: southeasterly along the arc of a 9847.77 foot radius non-tangent curve to the right (radius bears: $S77^{\circ}12'23''W$) 797.51 feet through a central angle of $4^{\circ}38'24''$ (chord: $S10^{\circ}28'25''E$ 797.29 feet); thence $S7^{\circ}43'59''E$ 674.43 feet to the north line of that real property described in Deed Entry No. 21976:2010 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: $S78^{\circ}20'40''W$ 376.37 feet; thence $S78^{\circ}40'44''W$ 220.46 feet; thence $S11^{\circ}47'40''E$ 4.41 feet to the north right-of-way line of Highway 73 according to the official right-of-way maps thereof; thence $S78^{\circ}12'05''W$ along said right-of-way line 3743.84 feet to the east line of that real property described in Deed Entry No. 62164:2006 in the official records of the Utah County Recorder (defined on the record of survey No. 16-084); thence along said real property the following two (2) courses: $N11^{\circ}37'02''W$ 161.64 feet; thence $N56^{\circ}36'44''W$ 287.21 feet to the easterly line of that real property described in Deed Entry No. 3081:1970 which line is defined by that survey described in Deed Entry No. 78520:2002 in the official records of the Utah County Recorder; thence $N33^{\circ}57'47''E$ along said easterly line 1240.27 feet; thence along the extension of and that real property described in Deed Entry No. 115645:2009 and Entry No. 30217:2014 in the official records of the Utah County Recorder the following three (3) courses: $N89^{\circ}46'14''E$ 1332.78 feet; thence $S72^{\circ}20'32''E$ 258.56 feet; thence $N5^{\circ}04'59''E$ 1078.18 feet to the point of beginning.

Contains: ± 133.46 Acres

Exhibit "A-2"

Legal Description of Excluded Property

EXHIBIT A-2

Legal Description of Excluded Property
Mountain View Corridor

WILDFLOWER Village Plan 1 Plat C-1:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH $0^{\circ}11'02''$ W ALONG THE QUARTER SECTION LINE 3004.54 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH $0^{\circ}11'02''$ W ALONG THE QUARTER SECTION LINE 683.67 FEET; THENCE NORTH $89^{\circ}48'58''$ W 491.89 FEET; THENCE NORTH $15^{\circ}21'47''$ W 459.85 FEET; THENCE ALONG THE ARC OF A 4440.00 FOOT RADIUS CURVE TO THE RIGHT 253.30 FEET THROUGH A CENTRAL ANGLE OF $3^{\circ}16'07''$ (CHORD: NORTH $13^{\circ}43'43''$ W 253.27 FEET); THENCE EAST 74.75 FEET; THENCE ALONG THE ARC OF A 4961.50 FOOT RADIUS CURVE TO THE RIGHT 92.85 FEET THROUGH A CENTRAL ANGLE OF $1^{\circ}04'20''$ (CHORD: SOUTH $89^{\circ}27'50''$ E 92.85 FEET); THENCE SOUTH $88^{\circ}55'40''$ E 299.62 FEET; THENCE ALONG THE ARC OF A 5038.50 FOOT RADIUS CURVE TO THE LEFT 47.78 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ}32'36''$ (CHORD: SOUTH $89^{\circ}11'58''$ E 47.78 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.75 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}42'58''$ (CHORD: SOUTH $44^{\circ}06'47''$ E 21.35 FEET); THENCE NORTH $89^{\circ}34'40''$ E 56.02 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH $88^{\circ}50'45''$ E) 23.26 FEET THROUGH A CENTRAL ANGLE OF $88^{\circ}50'45''$ (CHORD: NORTH $45^{\circ}34'38''$ E 21.00 FEET); THENCE EAST 75.20 FEET TO THE POINT OF BEGINNING.

Wildflower Village Plan 1 Plat A-2:

A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH $0^{\circ}11'02''$ W ALONG THE QUARTER SECTION LINE 2923.23 FEET AND WEST 217.04 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTHWESTERLY ALONG THE ARC OF A 1959.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: $N0^{\circ}46'51''$ E) 22.61 FEET THROUGH A CENTRAL ANGLE OF $0^{\circ}39'40''$ (CHORD: $N88^{\circ}53'19''$ W 22.61 FEET); THENCE $N88^{\circ}33'29''$ W 137.83 FEET; THENCE ALONG THE ARC OF A 4000.00 FOOT RADIUS CURVE TO THE LEFT 100.54 FEET THROUGH A CENTRAL ANGLE OF $1^{\circ}26'24''$ (CHORD: $N89^{\circ}16'41''$ W 100.53 FEET); THENCE $N89^{\circ}59'53''$ W 172.48 FEET; THENCE $N68^{\circ}09'12''$ W 49.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 4440.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: $N79^{\circ}11'18''$ E) 623.40 FEET THROUGH A CENTRAL ANGLE OF $8^{\circ}02'41''$ (CHORD: $N6^{\circ}47'22''$ W 622.88 FEET); THENCE $N57^{\circ}02'49''$ E 81.58 FEET; THENCE $S51^{\circ}03'10''$ E 163.22 FEET; THENCE $S58^{\circ}03'46''$ E 56.76 FEET; THENCE $S48^{\circ}39'40''$ E 84.39 FEET;

THENCE S34°33'04"W 5.56 FEET; THENCE S30°56'47"W 19.16 FEET; THENCE S66°48'30"E 122.50 FEET; THENCE S41 °22'09"E 62.17 FEET; THENCE S32°55'15"E 62.17 FEET; THENCE S21 °45'07"E 62.02 FEET; THENCE S14°37'44"E 61.64 FEET; THENCE S1004'20"W 66.30 FEET; THENCE S31 °32'22"E 66.48 FEET; THENCE S1 004'20"W 90.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH DECLARATION OF UTILITIES EASEMENTS. RECORDED 3/8/2017 AS ENTRY NO. 23139:2017.

WILDFLOWER Village Plan 1 PLAT A-1a & A-1b:

A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S0°1 1'02"W ALONG THE QUARTER SECTION LINE 2001.67 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°1 1'02"W ALONG THE QUARTER SECTION LINE 917.02 FEET; THENCE S88°19'45"W 74.55 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 24.05 FEET THROUGH A CENTRAL ANGLE OF 91 °51 '17" (CHORD: N45°44'37"W 21.55 FEET); THENCE S87°3 1'59"W 56.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT (RADIUS BEARS: N89°48'58"W) 23.29 FEET THROUGH A CENTRAL ANGLE OF 88°57'02" (CHORD: S44°39'33"W 21.02 FEET); THENCE ALONG THE ARC OF A 1959 .50 FOOT RADIUS CURVE TO THE RIGHT 56.31 FEET THROUGH A CENTRAL ANGLE OF 1 °38'48" (CHORD: S89°57'28"W 56.31 FEET); THENCE N1 004'20"E 90.73 FEET; THENCE N31 °32'22"W 66.48 FEET; THENCE N1 004'20"E 66.30 FEET; THENCE N14°37'44"W 61.64 FEET; THENCE N21 °45'07"W 62.02 FEET; THENCE N32°55'15"W 62.17 FEET; THENCE N41 °22'09"W 62.17 FEET; THENCE N66°48'30"W 122.50 FEET; THENCE N30°56'47"E 19.16 FEET; THENCE N34°33'04"E 5.56 FEET; THENCE N48°39'40"W 84.39 FEET; THENCE N58°03'46"W 56.76 FEET; THENCE N51 °31'05"W 163.22 FEET; THENCE S57°02'49"W 81.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 4440.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N87°13'58"E) 454.37 FEET THROUGH A CENTRAL ANGLE OF 5°51 '48" (CHORD: N0°09'52"E 454.17 FEET); THENCE S86°54'13"E 100.00 FEET; THENCE N60°33'16"E 66.61 FEET; THENCE S86°25'28"E 96.50 FEET; THENCE S3°42'02"W 64.05 FEET; THENCE S0°52'55"E 61.91 FEET; THENCE S12°15'42"E 74.63 FEET; THENCE N70°28'03"E 118.86 FEET; THENCE N23°58'50"E 80.62 FEET; THENCE N75°48'59"E 52.61 FEET; THENCE S47°45'06"E 100.89 FEET; THENCE S88°15'09"E 65.75 FEET; THENCE S5

WILDFLOWER Village Plan 1 PLAT A-3:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 1391.60 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°1 1'02"W ALONG THE QUARTER SECTION LINE 610.08 FEET; THENCE S59°12'21 "W 62.77 FEET; THENCE N53°08'04"W 142.92 FEET; THENCE N88°15'09"W

65.75 FEET; THENCE N47°45'06"W 100.89 FEET; THENCE N29°43'09"E 48.37 FEET; THENCE N20°58'24"E 37.62 FEET; THENCE N14°25'04"E 42.97 FEET; THENCE N2°29'00"E 132.07 FEET; THENCE N0°11'02"E 231.15 FEET; THENCE S89°48'58"E 99.93 FEET; THENCE N88°41'27"E 56.00 FEET; THENCE N87°48'05"E 100.18 FEET TO THE POINT OF BEGINNING.

WILDFLOWER Village Plan 1 PLAT B-4:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT

LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH 0°11'02"W ALONG THE QUARTER SECTION LINE 1012.09 FEET

FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE

& MERIDIAN; THENCE SOUTH 0°11'02"W ALONG THE QUARTER SECTION LINE 379.51 FEET; THENCE

SOUTH 87°48'05"W 100.18 FEET; THENCE SOUTH 88°41'27"W 56.00 FEET; THENCE NORTH 89°48'58"W 99.93

FEET; THENCE SOUTH 0°11'02"W 231.15 FEET; THENCE SOUTH 2°29'00"W 132.07 FEET; THENCE

S14°25'04"W 42.97 FEET; THENCE SOUTH 20°58'24"W 37.62 FEET; THENCE SOUTH 29°43'09"W 48.37 FEET;

THENCE SOUTH 75°48'59"W 52.61 FEET; THENCE SOUTH 23°58'50"W 80.62 FEET; THENCE SOUTH

70°28'03"W 118.86 FEET; THENCE NORTH 12°15'42"W 74.63 FEET; THENCE NORTH 0°52'55"W 61.91 FEET;

THENCE NORTH 3°42'02"E 178.65 FEET; THENCE NORTH 5°54'54"E 122.17 FEET; THENCE NORTH 9°26'25"E

65.66 FEET; THENCE NORTH 15°47'16"E 68.02 FEET; THENCE NORTH 21°14'04"E 69.60 FEET; THENCE

NORTH 27°28'54"E 69.66 FEET; THENCE NORTH 33°08'32"E 65.13 FEET; THENCE NORTH 38°31'03"E 68.09

FEET; THENCE NORTH 37°54'36"E 56.14 FEET; THENCE NORTH 63°42'26"E 335.94 FEET TO THE POINT OF

BEGINNING.

WILDFLOWER Village Plan Plat B-1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY

DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 386.83 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

THENCE S0°11'02"W ALONG THE QUARTER SECTION LINE 625.26 FEET; THENCE S63°42'26"W 335.94 FEET; THENCE S37°54'36"W 56.14 FEET; THENCE S38°31'03"W

68.09 FEET; THENCE S33°08'32"W 65.13 FEET; THENCE S27°28'54"W 69.66 FEET; THENCE S21°14'04"W 69.60 FEET; THENCE

S15°47' 16"W 68.02 FEET; THENCE S9°26'25"W 65.66 FEET; THENCE S5°54'54"W 122.17 FEET; THENCE S3°42'02"W 114.60 FEET; THENCE N86°25'28"W 96.50 FEET; THENCE S60°33'16"W 66.61 FEET; THENCE N86°54'13"W 100.00 FEET; THENCE ALONG THE ARC OF A 4440.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S86°54'14"E) 729.01 FEET THROUGH A CENTRAL ANGLE OF 9°24'27" (CHORD: N7°48'00"E 728.19 FEET); THENCE N66°46'41"E 190.59 FEET; THENCE N26°15'58"E 81.78 FEET; THENCE N76°21'31 "E 63.03 FEET; THENCE N43°35'10"E 49.57 FEET; THENCE N33°23'05"E 75.42 FEET; THENCE N58°27'33"E 58.62 FEET; THENCE N3 1 058'05"E 70.90 FEET; THENCE N0°52'28"W 69.58 FEET; THENCE N27°34'13"E 70.48 FEET; THENCE N80°1 1'02"E 51.97 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 20.94 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" (CHORD: N40°1 1'02"E 19.28 FEET); THENCE N0°1 1'02"E 103.30 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 30.48 FEET THROUGH A CENTRAL ANGLE OF 116°24'29" (CHORD: N58°01' 13"W 25.50 FEET); THENCE N26°13'27"W 66.00 FEET; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S26°13'27"E) 39.84 FEET THROUGH A CENTRAL ANGLE OF 6°51'15" (CHORD: N67°12'10"E 39.81 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 20.09 FEET THROUGH A CENTRAL ANGLE OF 76°44'34" (CHORD: N32°15'30"E 18.62 FEET); THENCE N74°32'20"E 56.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS: N83°53'13"E) 23.29 FEET THROUGH A CENTRAL ANGLE OF 88°58'47" (CHORD: S50°36'11 "E 21.02 FEET); THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT 30.68 FEET THROUGH A CENTRAL ANGLE OF 5°16'42" (CHORD: N87°32'47"E 30.67 FEET); THENCE S89°48'52"E 48.91 FEET TO THE POINT OF BEGINNING.

WILDFLOWER Village Plan 1 Plat B-3

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH 0°1 1'02"W ALONG THE QUARTER SECTION LINE 496.63 FEET AND WEST 146.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 0°1 1'02"W 100.32 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 20.94 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" (CHORD: SOUTH 40° 11'02"W 19.28 FEET); THENCE SOUTH 80°1 1'02"W 51.97 FEET; THENCE SOUTH 27°34'13"W 70.48 FEET; THENCE SOUTH 0°52'28"E 69.58 FEET; THENCE SOUTH 31°58'05"W 70.90 FEET; THENCE SOUTH 58°27'33"W 58.62 FEET; THENCE SOUTH 33°23'05"W 75.42 FEET; THENCE SOUTH 43°35'10"W 49.57 FEET; THENCE SOUTH 76°21'31 "W 63.03 FEET; THENCE SOUTH 26°15'58"W 81.78 FEET; THENCE SOUTH 66°46'41 "W 190.59 FEET; THENCE ALONG THE ARC OF A 440.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH 77°29'47"E) 508.86 FEET THROUGH A CENTRAL ANGLE OF °6 34'00" (CHORD: NORTH 15°47'13"E 508.59 FEET); THENCE NORTH 19°04'13"E 100.97 FEET; THENCE SOUTH 69°12'04"E 18.76

FEET; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT 312.29 FEET THROUGH A CENTRAL ANGLE OF 53°43'57" (CHORD: NORTH 83°55'58"E 300.97 FEET); THENCE ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT 24.50 FEET THROUGH A CENTRAL ANGLE OF 5°15'29" (CHORD: NORTH 59°41'43"E 24.49 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 30.86 FEET THROUGH A CENTRAL ANGLE OF 117°51'34" (CHORD: SOUTH 58°44'45"E 25.70 FEET) TO THE POINT OF BEGINNING.

WILDFLOWER Village Plan 1 Plat B-2:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH 0°11'10.211"W ALONG THE QUARTER SECTION LINE 25.65 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 0°11'10.2"W ALONG THE QUARTER SECTION LINE 361.23 FEET; THENCE NORTH 89°48'58"W 43.24 FEET; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT 36.06 FEET THROUGH A CENTRAL ANGLE OF 6°12'11.9" (CHORD: SOUTH 87°04'15.211"W 36.05 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.54 FEET THROUGH A CENTRAL ANGLE OF 89°54'13.0" (CHORD: NORTH 51°04'10.2"W 21.20 FEET); THENCE SOUTH 73°07'10.2"W 57.00 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH 83°53'11.311"W) 19.84 FEET THROUGH A CENTRAL ANGLE OF 75°47'11.3" (CHORD: SOUTH 31°46'15.0"W 18.43 FEET); THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT 42.71 FEET THROUGH A CENTRAL ANGLE OF 7°20'15.8" (CHORD: SOUTH 65°59'57"W 42.69 FEET); THENCE SOUTH 27°40'13.2"E 66.00 FEET; THENCE ALONG THE ARC OF A 267.00 FOOT RADIUS NONTANGENT CURVE TO THE LEFT (RADIUS BEARS: SOUTH 27°40'32"E) 24.50 FEET THROUGH A CENTRAL ANGLE OF 5°15'12.9" (CHORD: SOUTH 59°41'14.3"W 24.49 FEET); THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT 313.29 FEET THROUGH A CENTRAL ANGLE OF 53°43'15.7" (CHORD: SOUTH 83°55'15.8"W 300.97 FEET); THENCE NORTH 69°12'10.411"W 18.76 FEET; THENCE NORTH 19°04'11.3"E 583.55 FEET; THENCE SOUTH 18°26'13.8"E 1.65 FEET; THENCE SOUTH 25°22'13.1"E 60.27 FEET; THENCE NORTH 89°45'15.0"E 164.03 FEET; THENCE SOUTH 87°19'10.2"E 22.04 FEET; THENCE EAST 104.40 FEET TO THE POINT OF BEGINNING.

WILDFLOWER Village Plan 1 PLAT R-1:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 2918.70 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°11'02"W 81.04 FEET; THENCE S88°19'45"W 75.63 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT

RADIUS CURVE TO THE LEFT 22.86 FEET THROUGH A CENTRAL ANGLE OF 87°19'05" (CHORD: S44°40'12"W 20.71 FEET); THENCE S87°04'33"W 56.14 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N88°45'43"W) 24.10 FEET THROUGH A CENTRAL ANGLE OF 92°02'33" (CHORD: N44°46'59"W 21.59 FEET); THENCE N0°40'32"E 81.03 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N0°51 '56"W) 23.29 FEET THROUGH A CENTRAL ANGLE OF 88°57'02" (CHORD: N44°39'33"E 21.02 FEET); THENCE N87°31'59"E 56.06 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S89°48'58"E) 24.05 FEET THROUGH A CENTRAL ANGLE OF 91°51'17" (CHORD: S45°44'37"E 21.55 FEET); THENCE N88°19'45"E 74.55 FEET TO THE POINT OF BEGINNING.

WILDFLOWER Village Plan 1 PLAT R-2:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15P SOUTH R, RANGE E1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°11'02"W ALONG THE QUARTER SECTION LINE 2923.19 FEET AND WEST 160.73

FEET FROM THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 15P SOUTH R, RANGE E1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE S0°40'32"W 81.03 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 2040.50 FOOT RADIUS NON-TANGENT

CURVE TO THE RIGHT (RADIUS BEARS: N0°48'16"W) 80.00 FEET THROUGH A CENTRAL ANGLE OF 2°14'47" (CHORD:

N89°40'53"W 79.99 FEET); THENCE N88°33'29"W 137.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3919.00 FOOT

RADIUS CURVE TO THE LEFT 98.50 FEET THROUGH A CENTRAL ANGLE OF 1°26'24" (CHORD N: 89°16'41"W 98.50 FEET); THENCE

N89°59'53"W 150.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 43.50 FOOT RADIUS CURVE TO THE LEFT 53.25

FEET THROUGH A CENTRAL ANGLE OF 70°08'18" (CHORD S: 54°55'57"W 49.99 FEET); THENCE ALONG NORTHWESTERLY ALONG

THE ARC OF A 4590.32 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS N: 77°30'06"E) 21.09 FEET THROUGH

A CENTRAL ANGLE OF 1°30'41" (CHORD N: 11°43'01"W 121.09 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF A 43.50

FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS N: 20°50'08"E) 5.82 FEET THROUGH A CENTRAL ANGLE OF

20°50'01" (CHORD S: 79°34'52"E 5.73 FEET); THENCE S89°59'53"E 24.47 FEET; THENCE S86°25'07"E 6.94 FEET; THENCE

SOUTHEASTERLY ALONG THE ARC OF A 4000.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS:

S0°17'41"W) 80.08 FEET THROUGH A CENTRAL ANGLE OF 1°08'50" (CHORD S: 89°07'54"E) 80.08 FEET); THENCE S88°33'29"E

137.83 FEET ;THENC ESOUTHEASTER ALYLONG THE OF A 1959.5 0FOOT RADIU SCURV ETO THE RIGHT 78.92 FEET THROUG HA CENTRAL ANGLE OF 2°18'27" (CHORD: S89°42'43"E 78.91 FEET) TO THE POINT O

PROPOSED WILDFLOWER VILLAGE 1 PLAT F-1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°05'10"E ALONG THE SECTION LINE 401.34 FEET AND WEST 643.64 FEET FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S0°58'03"E 48.72 FEET; THENCE ALONG THE ARC OF 867.00 FOOT RADIUS CURVE TO THE RIGHT 116.14 FEET THROUGH A CENTRAL ANGLE OF 7°40'31" (CHORD: S2°52'12"W 116.06 FEET); THENCE ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE RIGHT 27.12 FEET THROUGH A CENTRAL ANGLE OF 103°35'24" (CHORD: S58°30'10"W 23.57 FEET); THENCE S20°17'52"W 56.00 FEET; THENCE S69°42'08"E 16.17 FEET; THENCE ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE RIGHT 21.55 FEET THROUGH A CENTRAL ANGLE OF 82°17'51" (CHORD: S28°33'13"E 19.74 FEET); THENCE ALONG THE ARC OF 867.00 FOOT RADIUS CURVE TO THE RIGHT 446.04 FEET THROUGH A CENTRAL ANGLE OF 29°28'37" (CHORD: S27°20'00"W 441.14 FEET); THENCE S42°04'19"W 131.88 FEET; THENCE S74°36'50"W 31.26 FEET; THENCE N25°38'07"W 121.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 534.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N29°50'55"W) 21.13 FEET THROUGH A CENTRAL ANGLE OF 2°16'02" (CHORD: S61°17'06"W 21.13 FEET); THENCE N27°34'53"W 158.97 FEET; THENCE S65°46'36"W 112.60 FEET; THENCE N22°11'58"W 25.42 FEET; THENCE N32°26'26"W 86.02 FEET; THENCE N43°41'22"W 70.13 FEET; THENCE N48°41'07"E 204.09 FEET; THENCE N84°02'00"E 48.82 FEET; THENCE S87°14'57"E 115.30 FEET; THENCE N7°40'08"W 130.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF 3804.16 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N4°22'53"E) 10.72 FEET THROUGH A CENTRAL ANGLE OF 0°09'41" (CHORD: N85°32'16"W 10.72 FEET); THENCE N4°32'34"E 56.00 FEET; THENCE N2°25'24"E 117.54 FEET; THENCE S85°39'35"E 311.07 FEET; THENCE ALONG THE ARC OF 1500.00 FOOT RADIUS CURVE TO THE LEFT 83.98 FEET THROUGH A CENTRAL ANGLE OF 3°12'28" (CHORD: S87°15'50"E 83.97 FEET) TO THE POINT OF BEGINNING.

PROPOSED WILDFLOWER VILLAGE 1 PLAT E-1:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°05'10"E ALONG THE SECTION LINE 302.52 FEET FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S0°05'10"E ALONG SAID SECTION LINE 865.12 FEET; THENCE N34°59'15"W 31.24 FEET; THENCE N29°57'01"W 75.57 FEET; THENCE S63°36'50"W 100.00 FEET; THENCE SOUTHEASTERLY ALONG

THE ARC OF 707.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N63°36'50"E) 30.77 FEET THROUGH A CENTRAL ANGLE OF 2°29'26" (CHORD: S27°37'53"E 30.76 FEET); THENCE S61°07'24"W 124.95 FEET; THENCE N89°42'02"W 238.69 FEET; THENCE N56°49'37"W 71.42 FEET; THENCE N42°49'20"E 27.38 FEET; THENCE N25°22'42"E 256.92 FEET; THENCE N14°13'06"E 83.83 FEET; THENCE N71°44'01"W 147.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF 1033.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N71°44'01"W) 19.30 FEET THROUGH A CENTRAL ANGLE OF 1°04'14" (CHORD: N17°43'52"E 19.30 FEET); THENCE N72°48'15"W 166.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF 867.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N72°48'15"W) 69.62 FEET THROUGH A CENTRAL ANGLE OF 4°36'03" (CHORD: N14°53'43"E 69.60 FEET); THENCE ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE LEFT 21.55 FEET THROUGH A CENTRAL ANGLE OF 82°17'51" (CHORD: N28°33'13"W 19.74 FEET); THENCE N69°42'08"W 16.17 FEET; THENCE N20°17'52"E 56.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N20°17'52"E) 27.12 FEET THROUGH A CENTRAL ANGLE OF 103°35'24" (CHORD: N58°30'10"E 23.57 FEET); THENCE ALONG THE ARC OF 867.00 FOOT RADIUS CURVE TO THE LEFT 116.14 FEET THROUGH A CENTRAL ANGLE OF 7°40'31" (CHORD: N2°52'12"E 116.06 FEET); THENCE N0°58'03"W 48.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF 1500.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N1°07'56"E) 354.13 FEET THROUGH A CENTRAL ANGLE OF 13°31'36" (CHORD: N84°22'08"E 353.31 FEET); THENCE N77°36'20"E 298.85 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Community Plan (on file with the City Recorder's office)

Exhibit "C"

Master Utility Plan (on disk)

Exhibit "D"
List of Owners

EXHIBIT D

List of Owners

Sunrise 3 LLC
Tanuki Investments LLC
WF2 Utah LLC
CLH Holdings LLC
Collins Brothers Land Development LLC
Collins One LLC
Easy Peasy LLC

Exhibit "E"

City's Vested Laws (on disk)

Exhibit "F"

Exceptions to City's Vested Laws

EXHIBIT F

Wildflower Code Deviations for Engineering and Planning

Item/issue	City's Vest Laws provisions	Exceptions
Trail Cross Section	Many different trail cross-sections are specified.	All trails will be private and maintained by the HOA and therefore the cross-sections illustrated in the Community Plan are approved. The Cross Sections that reference paved trails will all be constructed with Paved Asphalt ½ inch ac 20 asphalt pavement unless otherwise approved by the WDRC.
Utility Access Roads	12' paved access road is always required.	In cases of temporary conditions, such as extension of utilities through future phases of development, a temporary all-weather surface is sufficient if it is capable of supporting H-20 load.
Maximum Water Pressure	110 psi	City staff will approve variations on a case-by-case basis if supported by an engineering study establishing that the requested excess pressure is safe.
Sight Triangles	Section 19.06.11 details a number of different elements and measurements.	Wildflower will comply with AASHTO
Mass Grading, Limits on changing grade, slope revegetation, Final Grading and Drainage	Section 19.10	Wildflower has been disturbed through prior excavation, stockpiling of materials and mining activities. There are no "sensitive lands" on the Property and the site will be mass-graded. The Mass grading will be restricted to the approved Wildflower Grading Criteria and associated Exhibits. These documents are attached as part of this Exhibit F.

Wildflower Development Grading Criteria

Exhibits

The Exhibits contained herein are conceptual in nature and are subject to review and change based on a more in-depth review by the Saratoga Springs Engineering Department. The following Exhibits are provided:

1. *Exhibit A*. This exhibit depicts the remaining Wildflower development with designated grading areas as outlined within this document.
2. *Exhibit B, Consisting of 2 Sheets*:
 - a. Exhibit B1 contains a 1939 aerial photo of the overall "Springs" portion of the Wildflower development and provides historical background regarding the grading and mining of the site. The mining areas, haul roads and agricultural areas are identified. The eastern portion of the property had not been excavated at that point in time.
 - b. Exhibit B2 shows the state of the property in 2020 with no active mining. The exhibit depicts mined areas, haul roads, stockpile areas and agricultural areas.
3. *Exhibit C, Consisting of 7 Sheets*:
 - a. Exhibit C1 shows the overall "Springs" portion of the Wildflower development and gives photographic examples of the Mining Reclamation Area showing excavations and slopes. The locations of 6 cross sections are shown.
 - b. Exhibit C2 shows existing and proposed contours for Cross Section "A" depicting the cut and fill areas necessary to accommodate roadways and development pads. The maximum cut in this area is over 40 feet and the maximum fill is over 13 feet.
 - c. Exhibit C3 shows the proposed Cross Section "B" through a large cut slope area as well as the cut through an existing mining spoils pile. This location represents one of the maximum cut areas of approximately 70 feet which is necessary to clean up areas of previous mining operations, stabilize slopes and provide for a development pad. The cut area shown is the removal and relocation of an existing mining spoils pile with a depth of at least 25 feet. This stockpile area contains undocumented fill and must be removed and

- placed in fill areas according to the requirements of a geotechnical study.
- d. Exhibit C4 depicts Cross Section "C" which is through a deep section of the old mining operations that will be filled over 20 feet to accommodate the proposed recreational pond. This area would be unbuildable without significant cut / fill due to drainage and access.
 - e. Exhibit C5 shows Cross Section "D" through several of the mining "fingers" where clay extraction occurred. As shown, the mined areas are deep, steep sloped and no reclamation measures were performed following the mining. Areas of Mining Surplus Material are also shown which would be the primary source to fill in the mined areas. This Grading Criteria would then be applied to create roadways, development pads and open space.
 - f. Exhibit C6 depicts Cross Section "E" which shows one of the areas of extreme Mining Surplus Material of approximately 35 feet. This undocumented overburden material must be reworked, moved, or used for open space.
 - g. Exhibit C7 shows an area of extreme cut and fill. The fill area is a deep hole in the ground with no drainage or access.
4. *Exhibit D.* This exhibit shows the existing drainage channel through the "Springs" portion of Wildflower. Cross sections are included which depict the depth and steep slopes associated with the existing channel.
 5. *Exhibit E.* This exhibit covers the preliminary proposed grading for Village 1 North of Wildflower. The intent of this exhibit is to show that while the larger Agricultural / Natural Ground Areas allow for a maximum cut or fill, this maximum is only used on a portion of the property. Ultimately, each Village Plan of Wildflower will produce a similar drawing as part of the Village Plan process.
 6. *Exhibit F.* This exhibit shows the distinction of cut/fill areas within the "Springs" portion of Wildflower.

Mining Reclamation Area Criteria

Intent of Grading Efforts

The intent of the grading within this area is to reclaim previously disturbed areas, stabilize man-made slopes, provide drainage, move previously placed mining spoils and enhance safety. Grading activities are not intended to provide sustained commercial aggregate operations.

Description of Area

This area is approximately 171 acres and is characterized by surface mining activities that have occurred over at least the last 80 years as shown through Exhibits B1 and B2 which verify the disturbed nature of the site and the need for significant reclamation. Topographical maps, preliminary geotechnical reports, aerial photography and extensive on-site observations were utilized by professional engineers and designers to identify and distinguish the following types of land disturbance:

1. *Mining Areas.* Substantial cut areas exist on the property where clay materials were mined. These areas of clay were interspersed within the property and generally followed rock formations. The mining of the clay does not appear to be completed in any systematic or safe manner. The remaining contour of the land is now unsafe due to large vertical slopes, potentially unstable soils, and no drainage provisions. It does not appear that surface reclamation of any kind was completed following the mining operations.
2. *Mining Surplus Material Piles.* The mining operations also produced a large quantity of unusable material that was stockpiled throughout the property. None of these areas were placed sufficiently to construct any improvement over them without full excavation or mitigation. Many of these areas are proposed to be moved to fill the mining areas.
3. *Mining Slough Area.* These areas are not as defined as the extensive Mining Surplus Materials Piles, but contain random debris, fill, explorations, and general disturbance.
4. *Haul Roads.* Many of the haul roads appear to be similar over the 80-year time frame. These roads have been used, filled, and graded for decades and have altered the natural ground.

Proposed Grading Standards

In order to provide a safe site for development, re-grade existing mined slopes and provide for drainage, significant grading must be completed. Exhibits B1, B2, C1 through C7 and F provide examples of the existing topography as well as the proposed grading and cross sections.

1. *Maximum Cut or Fill.* To address the unique nature of the area, two different grading standards are applied:
 - a. A maximum cut or fill of 30' from the existing grade will be allowed for up to 100 acres. This acreage accounts for the full Mining Slough

Area as well as half of the Mining Area and Mining Surplus Materials Piles as depicted in Exhibit F.

2. To address the heavily mined areas, a maximum cut or fill of 80' will be necessary. This maximum would apply to approximately 71 acres which corresponds to half of the Mining Area and Mining Surplus Materials Piles as depicted in Exhibit F.

Channel Reclamation Criteria

Description of Area

Several large storm drainage channels exist within the development area which are fed from drainage of Camp Williams property. The course of these channels has been altered by agricultural and mining activities, maintenance has been lacking and erosion uncontrolled. With the development of Wildflower, it is proposed that these drainages be improved through re-routing, armoring of surfaces, piping, and the installation of debris catchments. The defined area covers approximately 50 acres.

Proposed Grading Standards

As shown in Exhibit D, many of the existing channels have excessive side slopes and depths that would not be conducive to development, maintenance, or safety.

Therefore, the following alterations are allowed in accordance with City Standards:

1. The channel may be reclaimed through fill, slope changes, or piping.
2. A 100-year surface flood route must be maintained through the development.

Mining / Channel Transition Area Criteria

Description of Area

To transition from the grading intensive areas of the Mining and Channel Reclamation Areas to the Agricultural / Natural Ground Area, a mid-range set of grading standards must be employed. This area is located within 200 feet of the Mining Reclamation Area and 100 feet of the Channel Reclamation Area. The defined area covers approximately 121 acres.

Proposed Grading Standards

A maximum cut or fill of 20' from the existing grade will be allowed.

Agricultural / Natural Ground Area 1 Criteria

Description of Area

This area is characterized by historical agricultural uses or undisturbed natural ground. These areas are typical of hillside development and contain existing slopes of generally 5 to 15 percent. The defined area covers approximately 466 acres.

Proposed Grading Standards

A maximum cut or fill of 12' from the existing grade will be allowed.

Agricultural / Natural Ground Area 2 Criteria

Description of Area

This area is characterized by historical agricultural uses or undisturbed natural ground that is more challenging grade wise due to steeper slopes of approximately 10 to 25 percent. The defined area covers approximately 59 acres.

Proposed Grading Standards

1. A maximum cut or fill of 20' from the existing grade will be allowed.
2. Lots along Fernleaf Drive adjacent to the existing Harvest Hills development must design and install a storm retention system for the 100-year storm event. Retention volumes are to be shown on the subdivision plat.
3. If retaining walls are necessary to make lots buildable or if retaining walls cross property lines, they shall be considered subdivision improvements.
4. Retaining walls shall be a minimum of 20 feet from the rear property lines for lots directly adjacent to the existing Harvest Hills development.

Other Grading Criteria

1. Retaining Walls
 - a. A single rock retaining wall shall not exceed ten feet in height as measured from the lowest adjacent grade to the top of wall.
 - b. When the overall retained height would exceed ten feet or materials other than rock are to be utilized, the retaining wall shall be segmented into a maximum of three stepped walls with no individual wall exceeding six feet in height as measured from the lowest adjacent grade to the top of the wall.
 - c. The width of the terrace between any two retaining walls shall be at least half the height of the tallest adjacent wall as measured from the face of the higher

wall to the back side of the lower wall. The minimum horizontal distance shall be three feet.

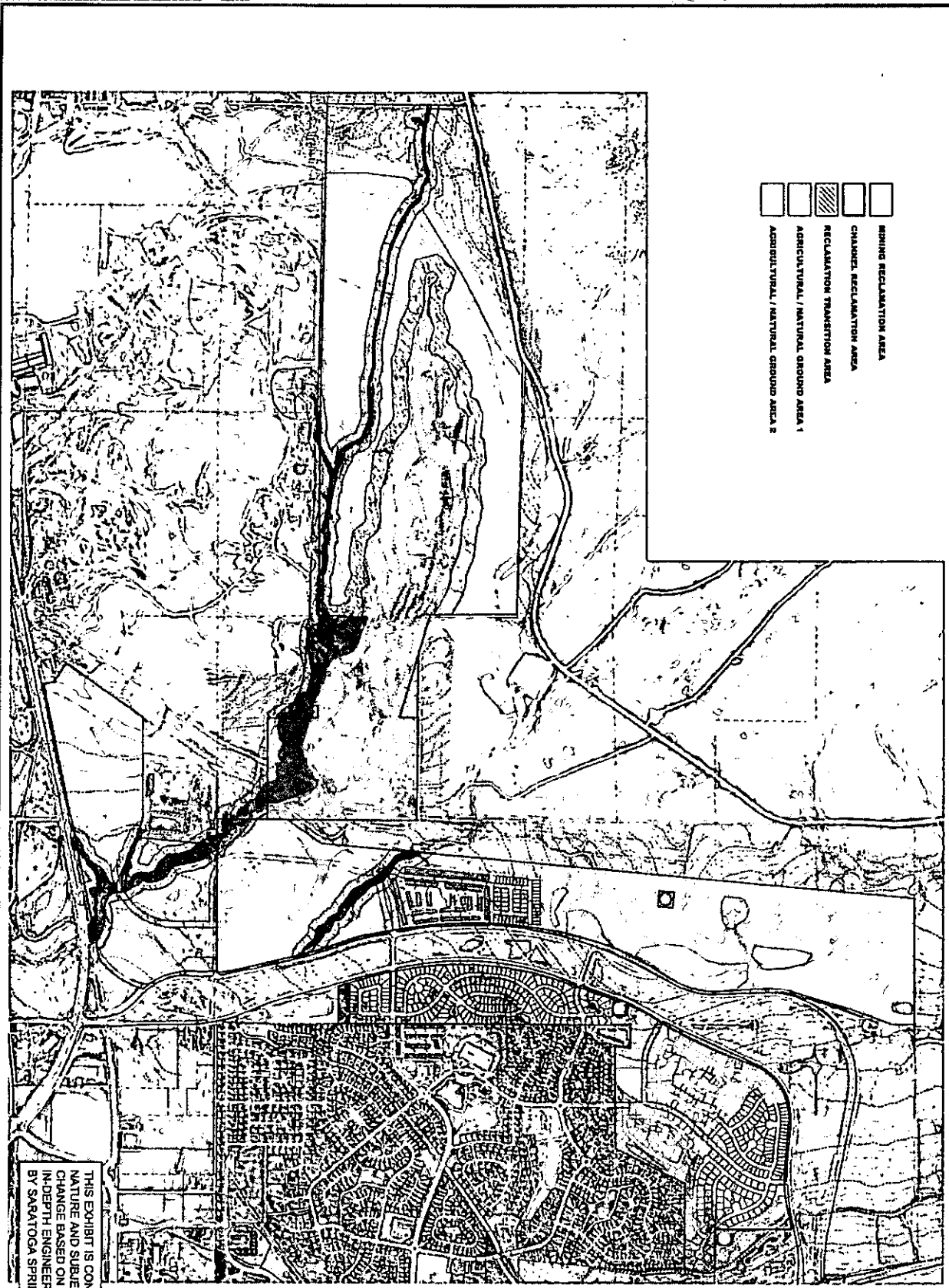
- d. Any single retaining wall greater than four feet or terraced retaining walls of any height shall be designed by an engineer licensed by the State of Utah.
- e. Terraces created between retaining walls shall be permanently landscaped.
- f. If retaining walls are necessary to make lots buildable or if retaining walls cross property lines, they shall be considered subdivision improvements.
- g. Retaining walls shall be a minimum of 20 feet from the rear property lines for lots directly adjacent to the existing Harvest Hills development.

2. Slopes

- a. All slopes shall be stabilized according to City Standards.
- b. Slopes of thirty-three percent (33%) or less are acceptable and shall be stabilized according to City Standards.
- c. Slopes greater than thirty-three percent (33%) and up to fifty percent (50%) will be allowed based on the findings and recommendations of a site-specific geotechnical study regarding stability, erosion control and grading methods. These slopes will not be allowed within building lots.
- d. Slopes greater than fifty percent (50%) will not be allowed except for rock outcroppings or other unique site features and only based on the findings of a site-specific geotechnical study. These slopes will not be allowed within building lots.
- e. Retaining walls are not included in slope calculations.

3. Contouring

- a. All permanent cuts, fills or graded slopes shall be re-contoured to blend into the natural grade of the surrounding land. The outside corners or edges shall be rounded to eliminate sharp corners and shall have a minimum curvature radius of at least five feet.



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS

A	DATE	2013-08-01
	BY	JEH
	CHKD	JEH
	APP'D	JEH
	DATE	07/20/13

WILDFLOWER
SARATOGA SPRINGS, UTAH

EXHIBIT A

L&E
LAND ENGINEERING
ENGINEERS
SURVEYORS
PLANNERS

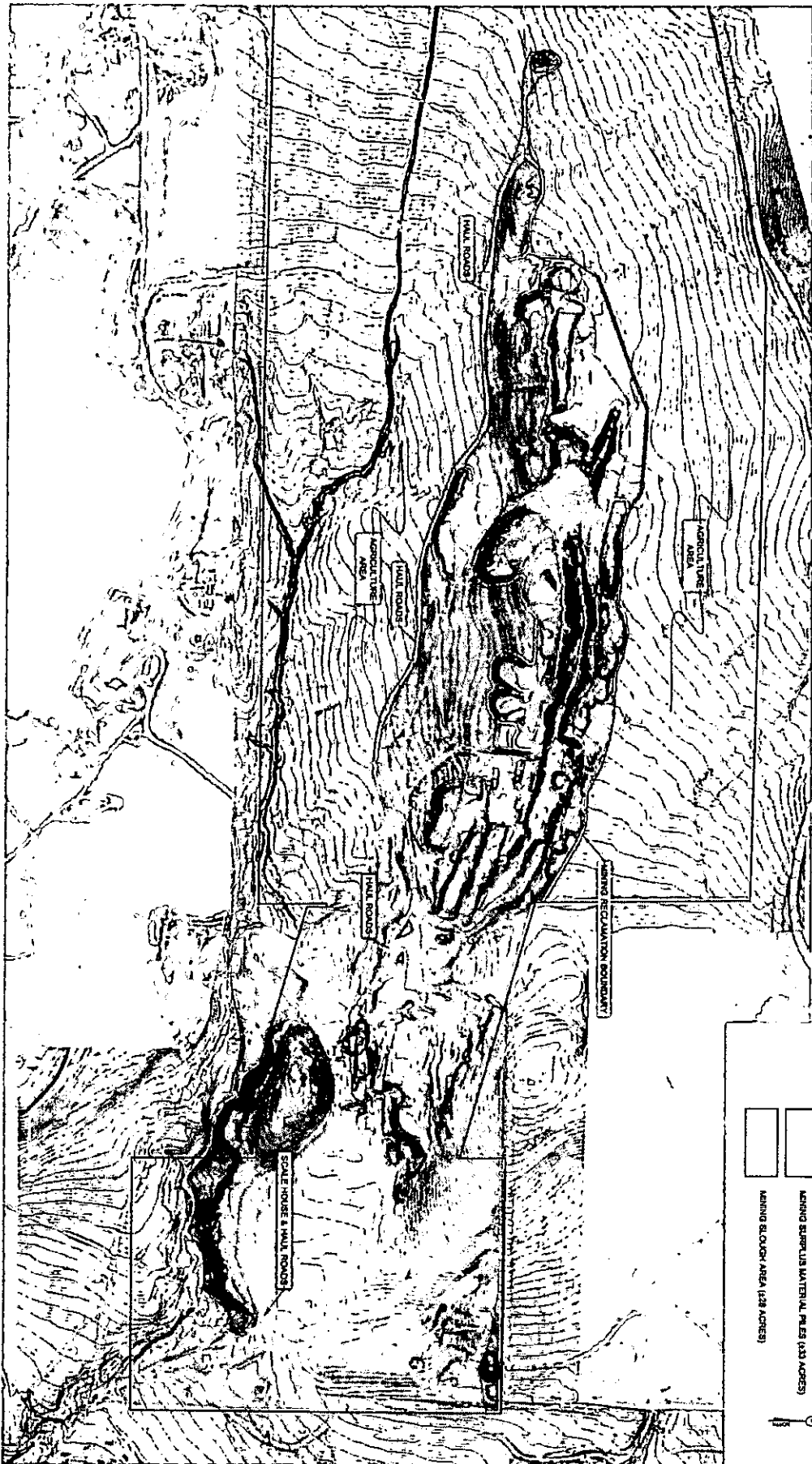
2400 N. 4000 EAST
SARATOGA SPRINGS, UTAH 84055
PHONE: 435.852.1234
FAX: 435.852.1235
WWW.LEENGINEERS.COM



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS

ORIGINAL MINE SITE (NOT NAMED IN 1939)

<p>B1</p>	<p>WILDFLOWER SARATOGA SPRINGS, UTAH</p>	<p>LBI A Utah Corporation ENGINEERS SURVEYORS PLANNERS</p> <p>2025 N. Main Street Saratoga Springs, UT 84055 Phone: (435) 734-9000 Fax: (435) 734-9001 www.lbi.com</p>
	<p>1939 MINING OPERATIONS EXHIBIT B1</p>	



- MINING AREA (1110 ACRES)
- MINING SUPPLIES MATERIAL (M ES 1530 ACRES)
- MINING GROUND AREA (128 ACRES)

THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS

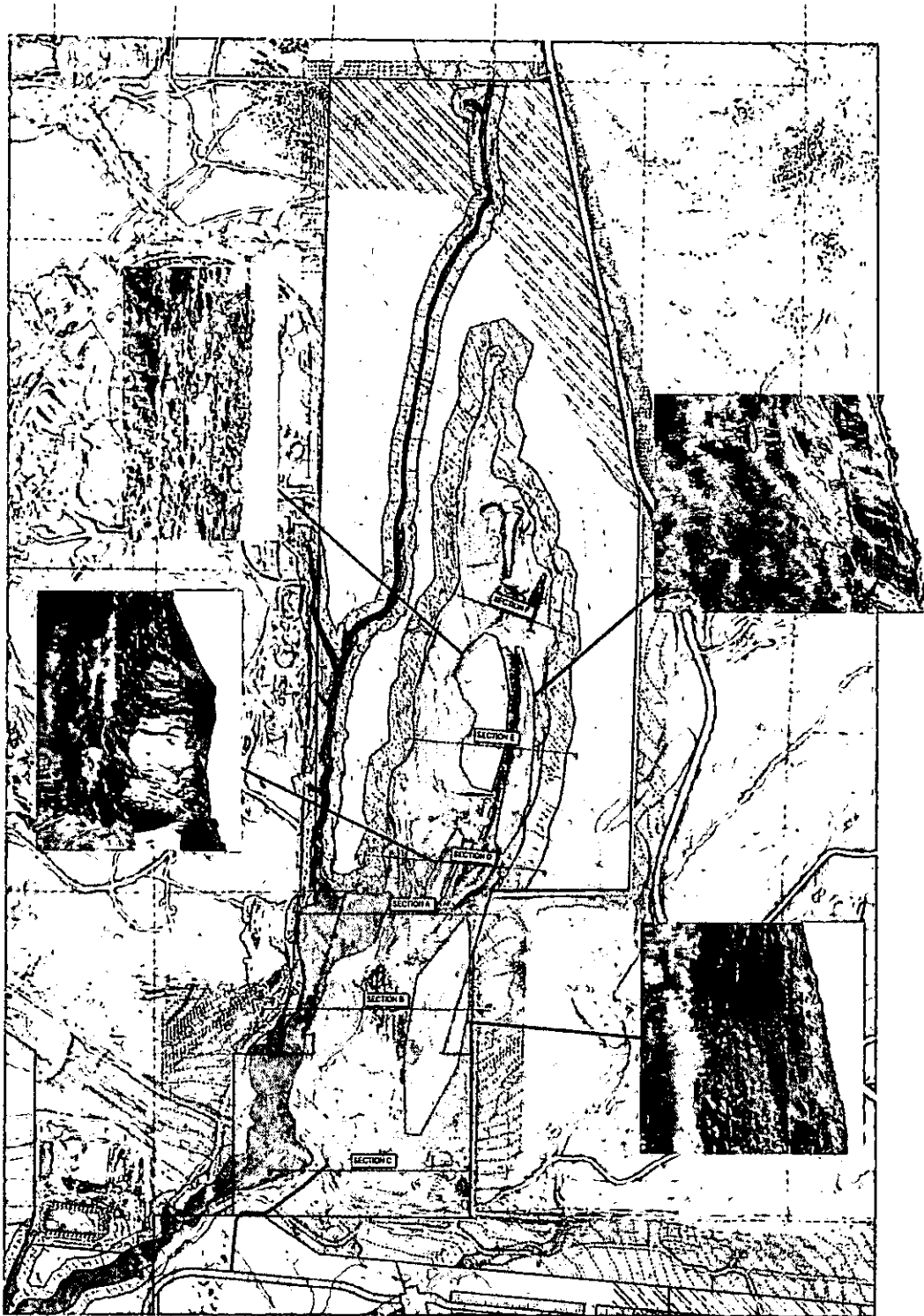
DATE	2017-08-22
BY	SAI
FOR	MINING
SCALE	1" = 100'
PROJECT	2020 MINING OPERATIONS EXHIBIT - B2

WILDFLOWER
SARATOGA SPRINGS, UTAH

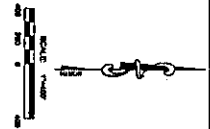
2020 MINING OPERATIONS EXHIBIT - B2

LPI
LPI ENGINEERS
ENGINEERS
SURVEYORS
PLANNERS
3000 N. 1000 E. SUITE 100
SARATOGA SPRINGS, UTAH 84583
PHONE: 435.852.1234
WWW.LPIENGINEERS.COM

B2



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



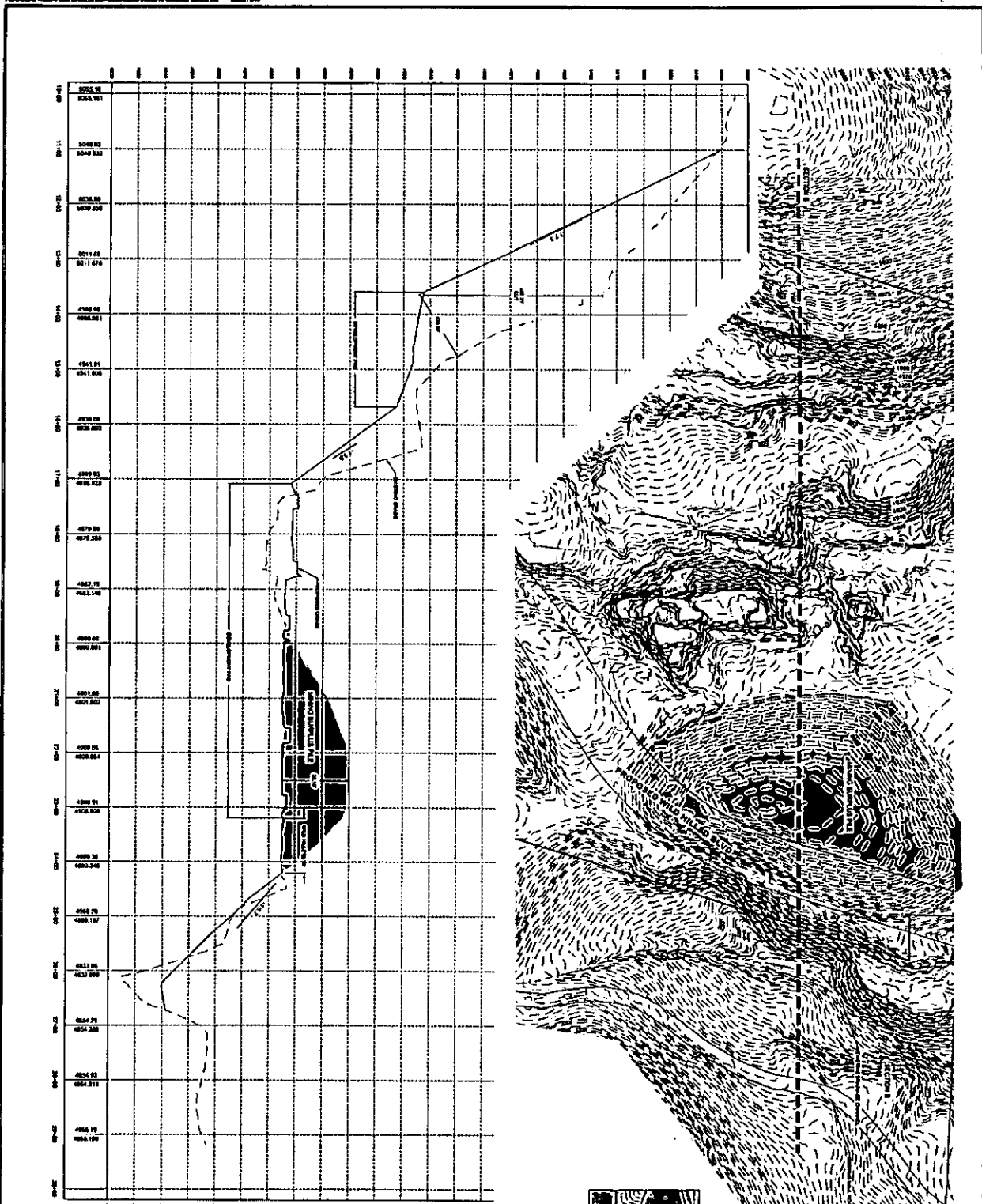
C1	DATE	2017.08.02
	BY	WJL
	CHECKED	WJL
	SCALE	AS SHOWN

WILDFLOWER
SARATOGA SPRINGS, UTAH

EXHIBIT C1

LBI
ENGINEERS
PLANNERS

3825 N. 4000 SOUTH
SARATOGA SPRINGS, UTAH 84403
PHONE: 435.852.1111
WWW.LBIENGINEERS.COM



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



DATE	
BY	
FOR	
REVISION	
NO.	
DATE	
BY	
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PROJECT	
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DATE	
BY	
FOR	

WILDFLOWER
SARATOGA SPRINGS, UTAH

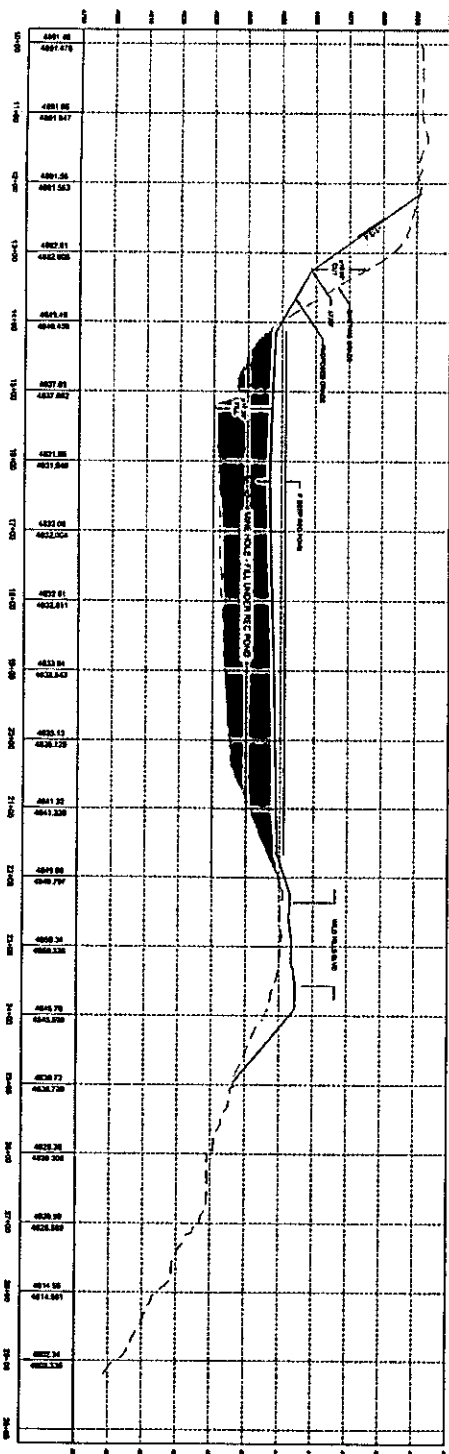
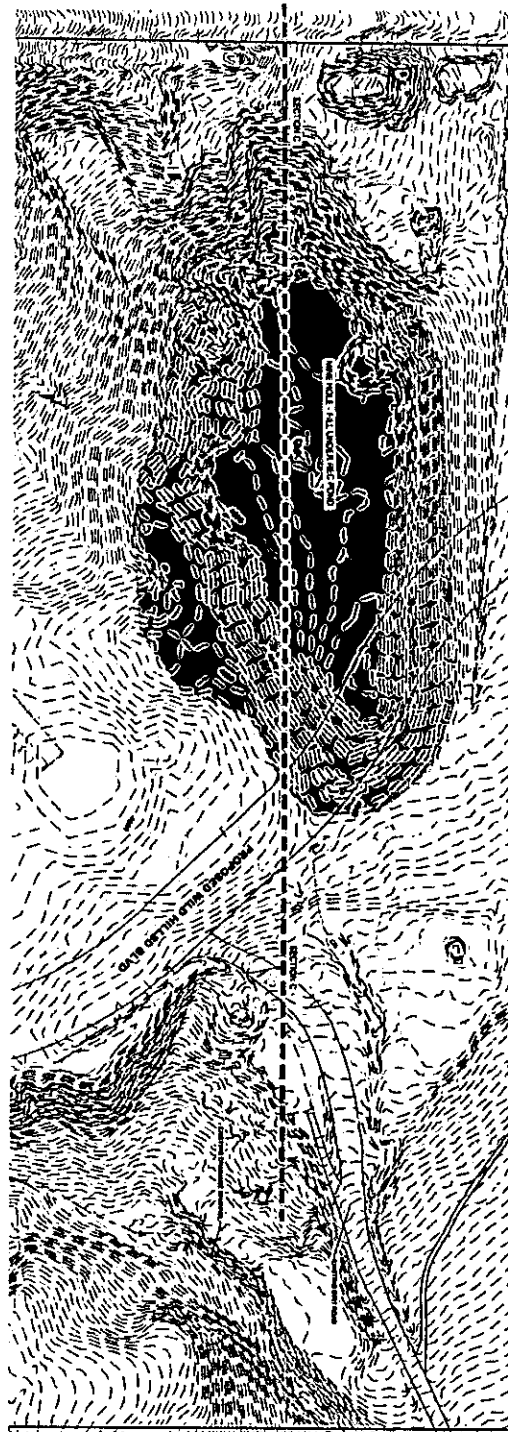
EXHIBIT C3 - CROSS SECTION B

LEI
1000 South Main Street
Saratoga Springs, UT 84055
801.467.1234
www.lei-engineers.com

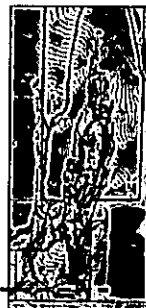
**ENGINEERS
SURVEYORS
PLANNERS**

3000 S. Main Street
Saratoga Springs, UT 84055
801.467.1234
www.lei-engineers.com

C3



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



1" = 100' HORIZONTAL SCALE
 1" = 10' VERTICAL SCALE

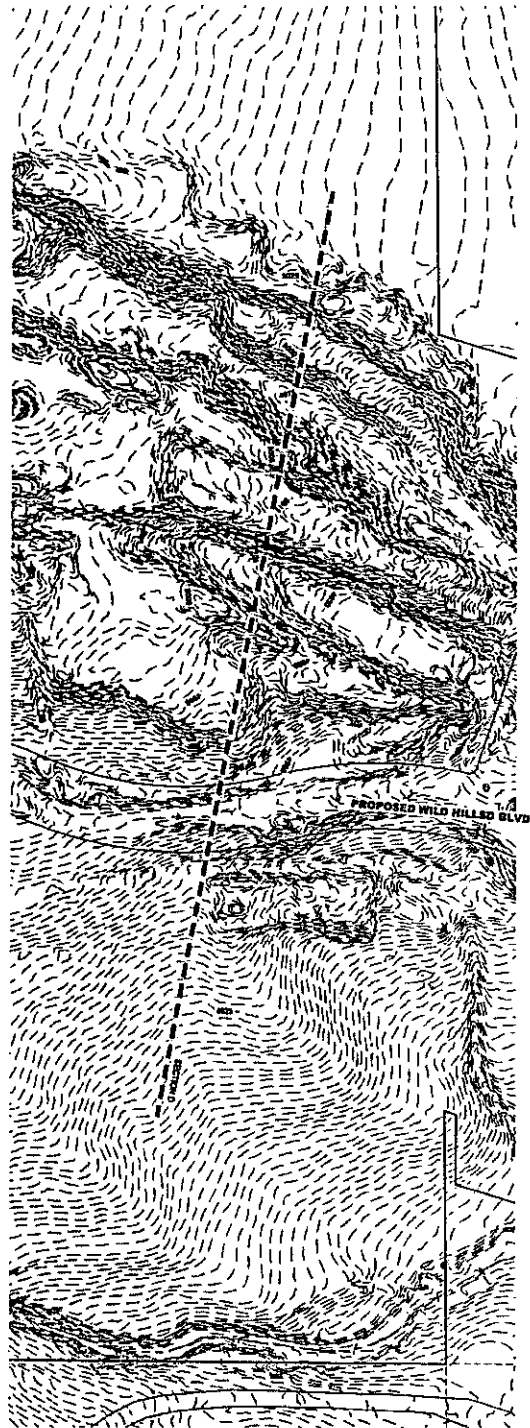
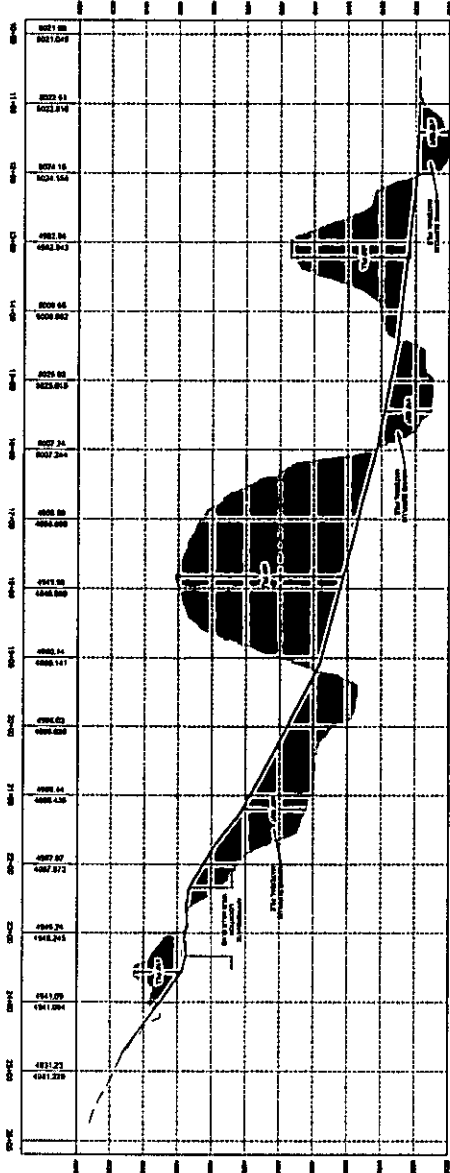
C4

PROJECT NO. 2013-0482
 DATE 02/08/20
 DRAWN BY TIZZY/RS
 CHECKED BY TIZZY/RS

WILDFLOWER
 SARATOGA SPRINGS, UTAH

EXHIBIT C4 - CROSS SECTION C

LEI
 ENGINEERS
 SURVEYORS
 PLANNERS
 1001 N. STATE STREET
 SUITE 100
 SALT LAKE CITY, UT 84103
 TEL: 801.466.1111
 FAX: 801.466.1112
 WWW.LEIENGINEERS.COM



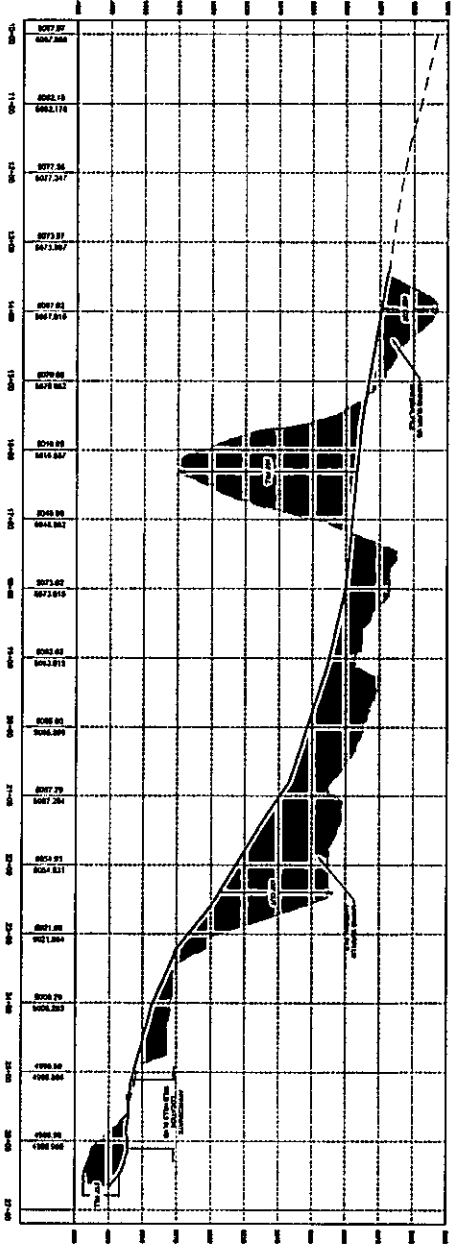
THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



C5	DATE	2017-04-02
	BY	WFL
REVISION	NO.	DESCRIPTION

WILDFLOWER
SARATOGA SPRINGS, UTAH
EXHIBIT C5 - CROSS SECTION D

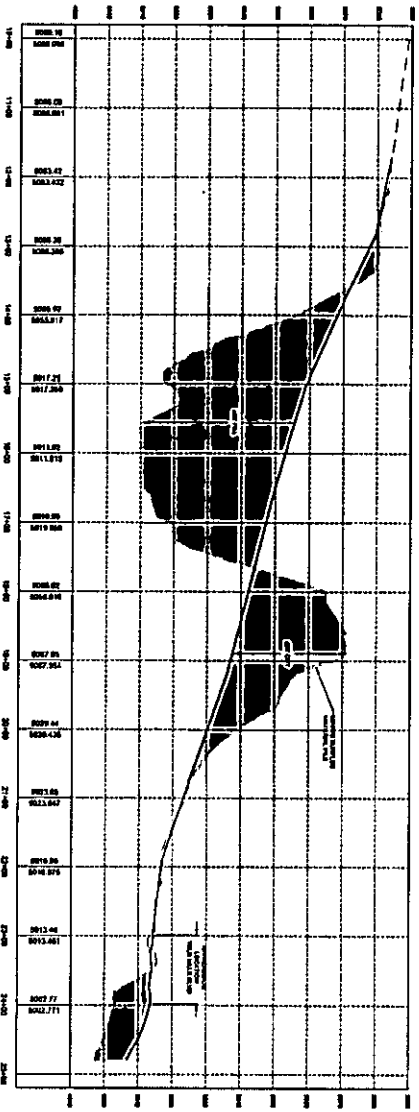

LBI ENGINEERS SURVEYORS PLANNERS
 2025 N. MAIN STREET
 SUITE 100
 SALT LAKE CITY, UT 84143
 TEL: 801.466.1111
 FAX: 801.466.1112
 WWW.LBIENGINEERS.COM



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



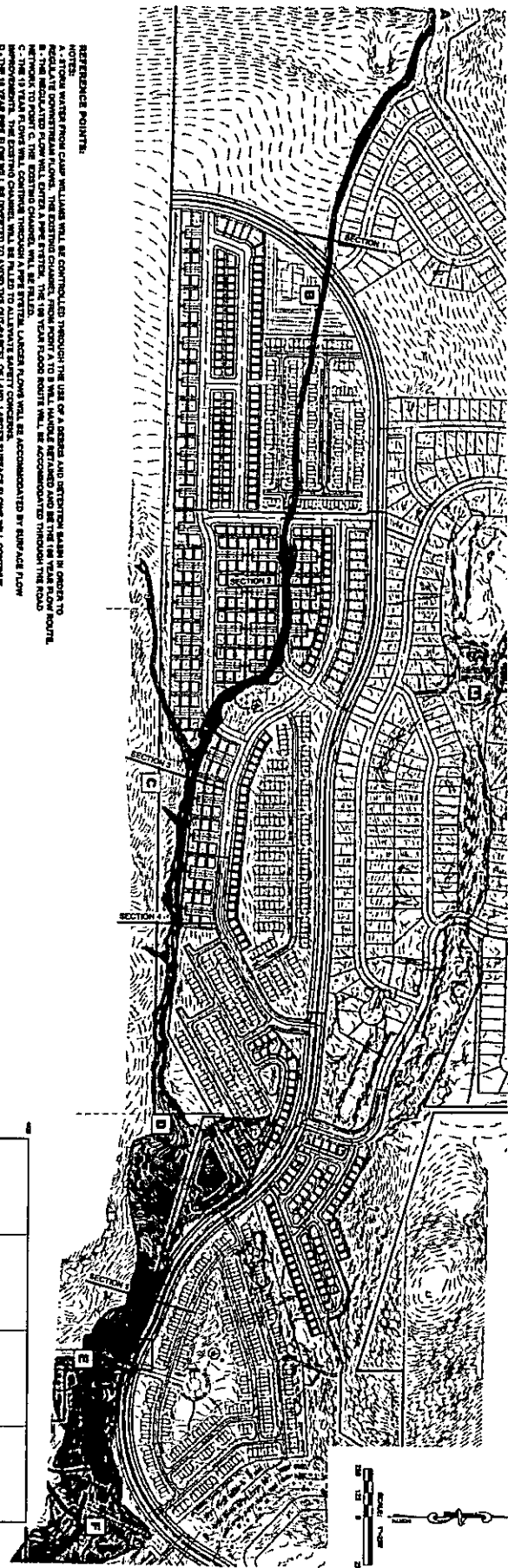
C6	WILDFLOWER SARATOGA SPRINGS, UTAH EXHIBIT C6 - CROSS SECTION E	
	2020 N. MAIN STREET SUITE 100 SARATOGA SPRINGS, UTAH 84583 PH: 435.852.1234 WWW.TANDENGINEERS.COM	



THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



<p>C7</p>	<p>WILDFLOWER SARATOGA SPRINGS, UTAH</p> <p>EXHIBIT C7 - CROSS SECTION F</p>	<p>LPI 1110 South Broadway SARATOGA SPRINGS, UTAH 84583 PH: 435.852.1111 WWW.LPI-UTAH.COM</p> <p>ENGINEERS SURVEYORS PLANNERS</p>
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REFERENCE POINTS:

NOTES:

A. STORM WATER FROM CAMP WILLIAMS WILL BE CONTROLLED THROUGH THE USE OF A DETENTION AND DETENTION BASIN IN ORDER TO REGULATE DOWNSTREAM FLOW. THE EXISTING CHANNEL FROM POINT A TO B WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT B TO C WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT C TO D WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE.

B. THE 1% YEAR FLOW WILL BE CONTROLLED THROUGH THE USE OF A DETENTION AND DETENTION BASIN IN ORDER TO REGULATE DOWNSTREAM FLOW. THE EXISTING CHANNEL FROM POINT A TO B WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT B TO C WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT C TO D WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE.

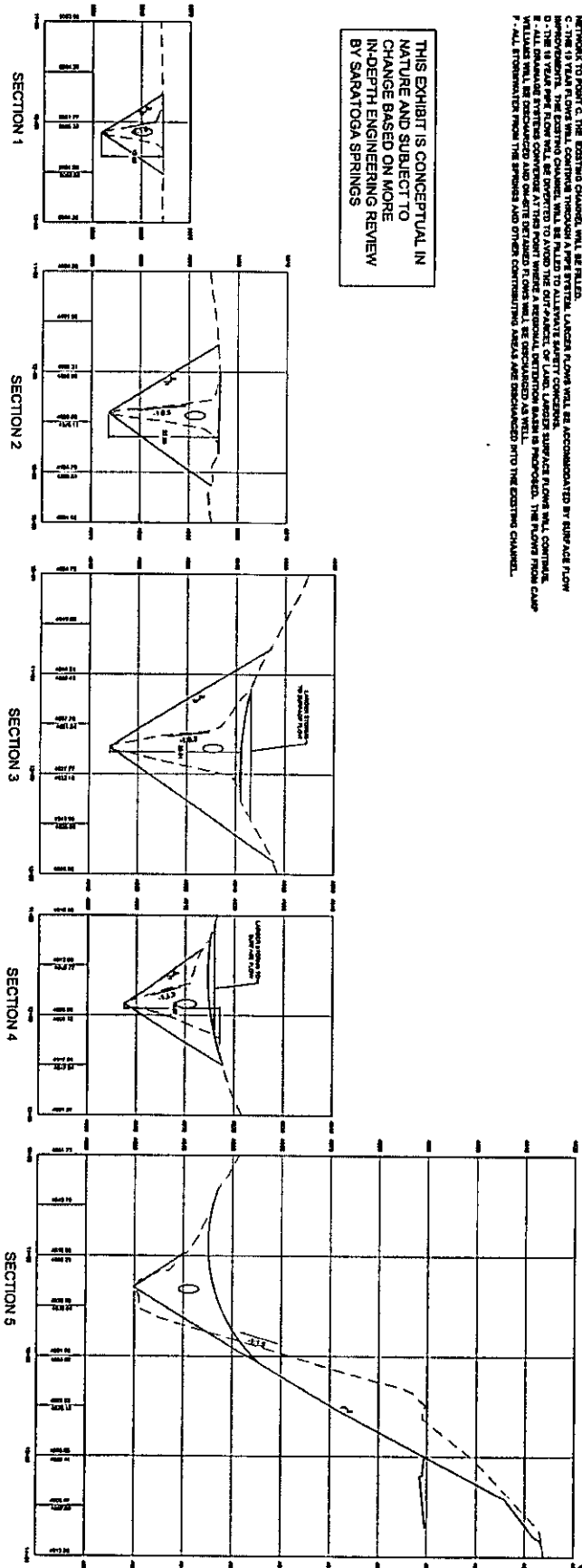
C. THE 1% YEAR FLOW WILL BE CONTROLLED THROUGH THE USE OF A DETENTION AND DETENTION BASIN IN ORDER TO REGULATE DOWNSTREAM FLOW. THE EXISTING CHANNEL FROM POINT A TO B WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT B TO C WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT C TO D WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE.

D. ALL EXISTING STRUCTURES AND CHANNELS WILL BE MAINTAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT A TO B WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT B TO C WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT C TO D WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE.

E. ALL EXISTING STRUCTURES AND CHANNELS WILL BE MAINTAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT A TO B WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT B TO C WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE. THE EXISTING CHANNEL FROM POINT C TO D WILL MAINTAIN RETAINED AND BE THE 1% YEAR FLOW ROUTE.

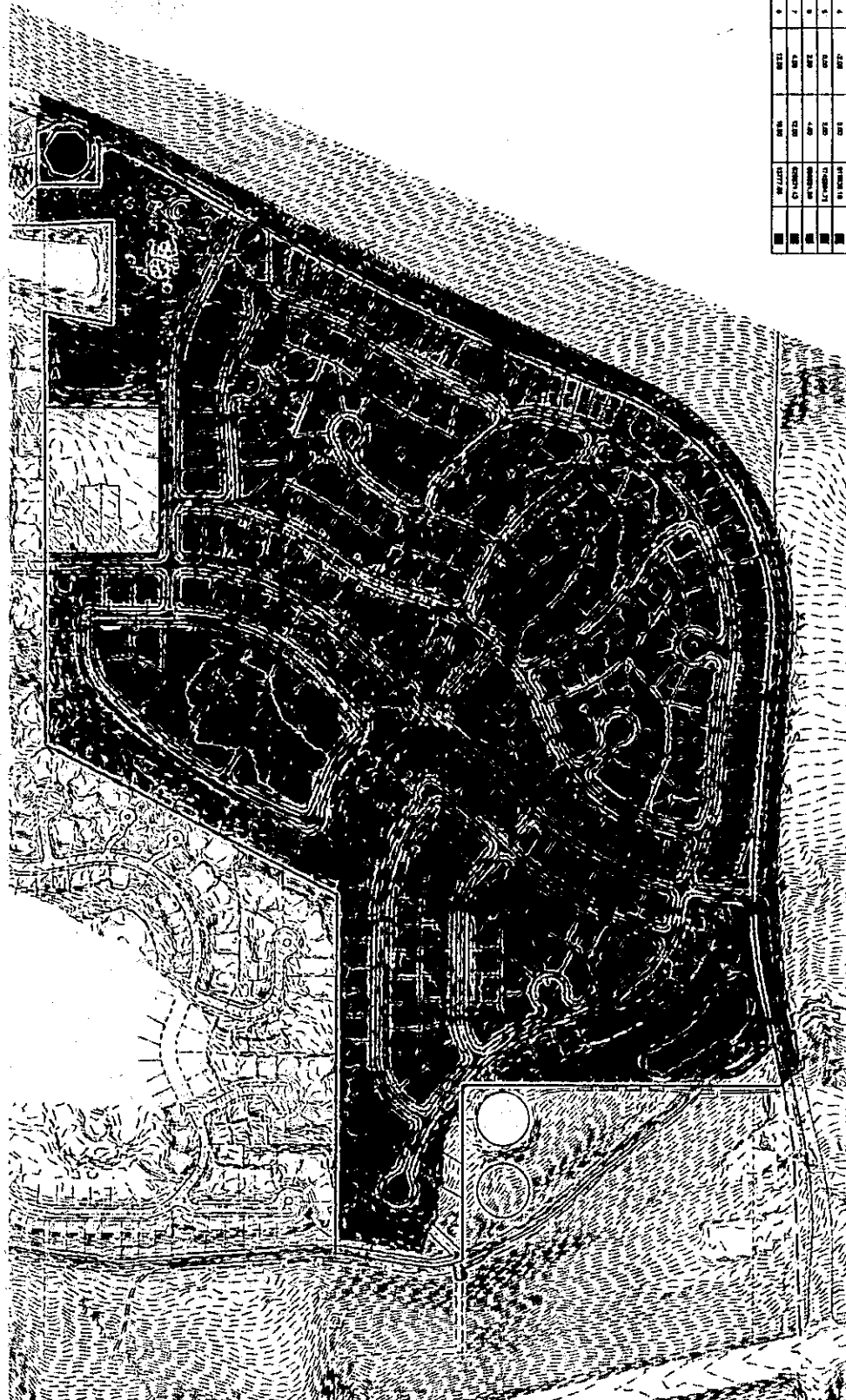
F. ALL STORMWATER FROM THE SPRINGS AND OTHER CONTRIBUTING AREAS ARE DISCHARGED INTO THE EXISTING CHANNEL.

THIS EXHIBIT IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE BASED ON MORE IN-DEPTH ENGINEERING REVIEW BY SARATOGA SPRINGS



D	WILDFLOWER SARATOGA SPRINGS, UTAH	EXHIBIT D						
	<table border="1"> <tr> <td>DATE</td> <td> </td> </tr> <tr> <td>BY</td> <td> </td> </tr> <tr> <td>CHECKED</td> <td> </td> </tr> <tr> <td>APPROVED</td> <td> </td> </tr> </table>			DATE		BY		CHECKED
DATE								
BY								
CHECKED								
APPROVED								

Number	Reference Symbol	Quantity	Unit	Notes
1	1-120	1	sq ft	
2	1-120	1	sq ft	
3	1-120	1	sq ft	
4	1-120	1	sq ft	
5	1-120	1	sq ft	
6	1-120	1	sq ft	
7	1-120	1	sq ft	
8	1-120	1	sq ft	
9	1-120	1	sq ft	



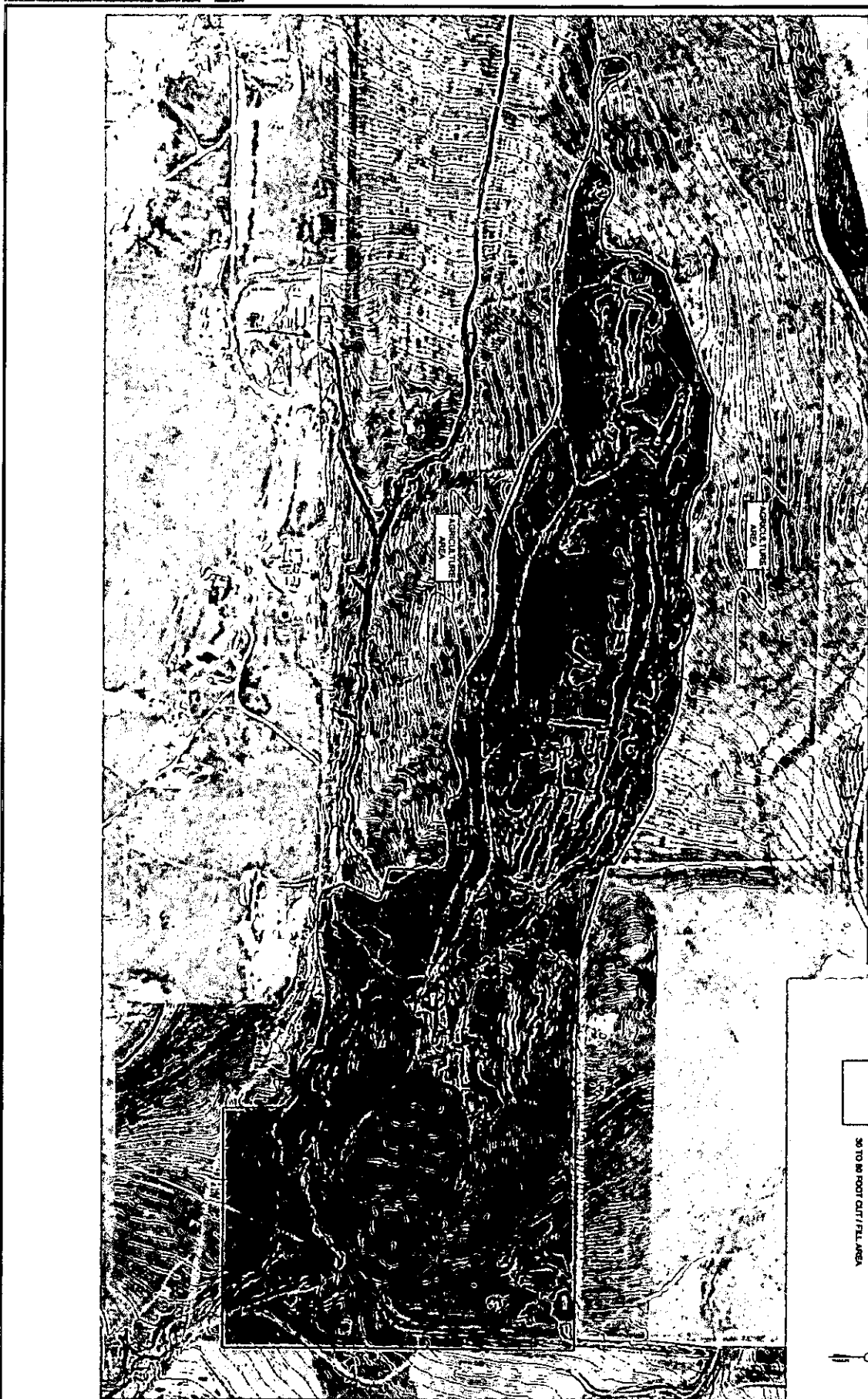
WILDFLOWER
SARATOGA SPRINGS, UTAH

EXHIBIT E

FBI
FEDERAL BUREAU OF INVESTIGATION
ENGINEERS
SURVEYORS
PLANNERS
3825 N. MAIN STREET
SARATOGA SPRINGS, UTAH 84405
PHONE: (435) 852-1100
FAX: (435) 852-1101
WWW.FBIPLANNERS.COM

DATE	BY	REVISION

E



30 FOOT CUT / FILL AREA

30 TO 60 FOOT CUT / FILL AREA

DATE	1/20/20
BY	JL
CHECKED BY	...
APPROVED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
REVISIONS	...

WILDFLOWER - SPRINGS
SARATOGA SPRINGS, UTAH

EXHIBIT F

LBI
A LBA COMPANY
ENGINEERS
SURVEYORS
PLANNERS

804 S. 900 STREET
SALT LAKE CITY, UT 84111
PHONE: 801.464.5500
WWW.LBIENGINEERS.COM

Exhibit "G"

Details on Potential Cemetery



ENGINEERS
SURVEYORS
PLANNERS

**LEGAL DESCRIPTION
PREPARED FOR
DAI
Job No. 17-0032
(December 13, 2019)**

WILDFLOWER SPRINGS CEMETERY OPTION

A portion of the Northwest Quarter of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point located West 2719.81 and North 116.99 feet from the East 1/4 Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S0°20'24"W along the Section Line between the East 1/4 Corner and the Southeast Corner of said Section 9); thence N65°42'18"W 709.69 feet; thence S85°47'47"W 158.35 feet; thence S54°56'13"W 102.53 feet; thence N74°53'27"W 53.23 feet; thence N29°42'08"E 31.79 feet; thence along the arc of a 334.50 foot radius curve to the left 146.19 feet through a central angle of 25°02'28" (chord: N17°10'54"E 145.03 feet); thence N4°39'40"E 126.54 feet; thence along the arc of a 2034.50 foot radius curve to the left 116.66 feet through a central angle of 3°17'07" (chord: N3°01'06"E 116.64 feet); thence N1°22'33"E 555.84 feet; thence S88°33'27"E 840.32 feet; thence S0°34'00"E 1178.72 feet to the point of beginning.

Contains: ±20.01 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
☎ 208.846.9600

LEI
A Utah Corporation
ENGINEERS
SURVEYORS
PLANNERS
2002 N. Main Street
Provo, UT 84606
435.798.1234
www.lei.com

WILDFLOWER SPRINGS CEMETERY OPTION

WILDFLOWER
SARATOGA SPRINGS, UTAH

DATE: 05/13/2020
PROJECT: BLS
DRAWN BY: [blank]
CHECKED BY: [blank]
SCALE: [blank]
1"=500'
10/13/2019

1

