

ENT 14916:2004 PG 1 of 31
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 09 4:58 pm FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

Harvest Hills

Amended Master Plan and Master Development Agreement

August 12, 2003

(This draft supercedes all earlier drafts)

AMENDED
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
Harvest Hills Master Planned Community

THIS MASTER DEVELOPMENT PLAN AGREEMENT is entered into effective as of JANUARY 14, 2004 by and between the CITY OF SARATOGA SPRINGS (the "City") and WINDSOR DEVELOPMENT, LLC ("Developer").

RECITALS:

A. Developer owns or has the Landowners' permission to master plan the land hereinafter described which is located within the City and that Developer desires to develop or the Landowners desire to have master planned in accordance with the Master Development Plan hereinafter set out. For expediency all the land hereinafter described shall be referred to as "Developer's Land" without respect to actual ownership. Landowners' names and the land each Landowner owns that is included in this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herewith by this reference.

B. Developer has proposed a Master Development Plan for the development of Developer's Land, which has been or is being reviewed and approved by the City's Planning Commission and the City Council concurrent with this Agreement.

C. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies.

D. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

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

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

1.1. Legal Description of Developer's Land. The legal description of Developers Land which is covered by this Agreement and the Master Development Plan is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the City's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan Approved by the City concurrent with this Agreement provides for the proposed development of 1010 single-family residential units, 467 multi-family units, and certain commercial and/or other uses in multiple phases as depicted in the Master Development Plan attached as Exhibit B1 to this Agreement and incorporated into this Agreement by this reference. Fewer units than what are shown in Exhibit B1 may be platted in any given plat and the type of unit may be changed to a less intensive use without amending this Agreement or the Master Development Plan. For example, areas marked "Multi-Family Residential" may be platted as "Quad Lots" or "Single-Family Residential" and areas marked "Quad Lots" may be platted as "Single-Family Residential" without amending this Agreement or the Master Development Plan. The Master Development Plan sets out the approximate configurations, uses and densities for development of Developer's Land as well as the location of roads, parks and other public, quasi public and private facilities to be constructed on Developer's Land. The phasing of the development of Developer's Land shall be as provided in the Master Development Plan and this Agreement.

1.3. Specific Design Standards. In addition to the requirements of the Master Development Plan, all development and construction on Developer's Land shall be in compliance with and consistent with the Design Standards set forth in Exhibit C to this Agreement and said Design Standards are incorporated into this Agreement by this reference. In case of conflict between the City code and the Design Standards, the Design Standards shall control.

1.4. Crossroads Annexation and Development Agreement. Most of the Developer's Land is subject to an existing agreement between the City, the Developer and Paul E. Johnson, known as the "Crossroads Annexation and Development Agreement" ("Annexation Agreement"). It is the intent of the parties hereto that this Master Development Plan Agreement shall replace the Annexation Agreement as to the development requirements and standards for that portion of Developer's Land to which the Annexation Agreement originally applied (the land described in Exhibit A, less the Alpine School District land) but only so long as the Master Development Agreement is in effect. If this Agreement should become void or if the City is found to be in default hereof, then the Annexation Agreement shall again have full force and effect regarding that portion Developer's Land to which it originally applied.

II. ACTIONS AND APPROVALS BY CITY

2.1. General Plan Map and Zoning. In approving this Agreement and the Master Development Plan attached to and incorporated in this Agreement, the Planning Commission and the City Council have determined that the uses and densities provided in the Master Development Plan are consistent with and are in accordance with the General Plan Map for the City and the zoning of Developer's Land pursuant to the Annexation Agreement.

2.2. PUD Approval. Development in accordance with the Master Development Plan necessitates and is based upon approval of a Planned Unit Development ("PUD") overlay zone for Developer's Land. The Planning Commission has recommended, after appropriate notice and hearings, that the PUD overlay zone be approved for Developer's Land as reflected in the Master Development Plan and the Design Standards attached to and incorporated into this Agreement as well as the terms, conditions and requirements of this Agreement. The City Council concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the PUD overlay zone for Developer's Land. The City Council has determined as a condition of approval of the PUD overlay zone, upon the recommendation of the Planning Commission, that the open space required for the PUD overlay zone should be 20 percent as provided in the Master Development Plan and as required in the Annexation Agreement. The uses, densities, location, siting, and number of residential units and/or other approved development reflected in the Master Development Plan and the Design Standards include and reflect all variances and density bonuses and incentives agreed to as part of the approval of the PUD overlay zone for Developer's Land. Such approval is based upon strict compliance by Developer and/or its successors with this Agreement and the Master Development Plan and Design Standards incorporated in this Agreement.

2.3. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Standards attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council hereby approves the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Standards and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.

2.4. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in the manner provided in the

approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Master Development Plan. Developer shall be required to apply for and obtain approval for each subdivision and/or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Design Standards shall be in addition to and not in lieu of the requirements of the City Development Code and the City's other ordinances, regulations and guidelines. Developer's vested right of development of Developer's Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement.

2.5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the City Council in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City Council to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 2.4 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting the vested rights of Developer under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the development of Developer's Land under the compelling, countervailing public policy exception to the vested rights doctrine.

III. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1. Compliance With Water Utilities Ordinance.

3.1.1. Water Rights for Development. Developer shall convey to the City water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Such water rights for culinary water requirements must be approved for municipal and/or domestic uses with approved sources from a well or wells at location(s) approved by the City. Water rights for secondary water requirements must be approved for municipal and/or irrigation uses with approved sources from well(s) or other sources approved by the City. Prior to acceptance of the water rights that Developer proposes to convey to the City, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within The City by the Utah

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

3.1.2 Water Facilities for Development. Developer shall convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. The agreed arrangements between Developer and the City for compliance with this requirement are set out in Exhibit D2 to this Agreement.

3.2. Other Improvements and Infrastructure.

3.2.1. Sewer. Sewer service to the development covered by the Master Development Plan shall be provided by the City in accordance with the ordinances and rules and regulations of the City and Timpanogos Special Service District ("Timpanogos"). Developer shall install all sewer lines within said developments, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Developer as set out in Exhibit E1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such offsite sewer lines and improvements shall as provided in Exhibit E1 to this Agreement. Construction of the onsite sewer lines and any offsite sewer improvements to be provided by Developer shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such developments.

3.2.2. Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any offsite storm drain improvements to be constructed by Developer, as set out in Exhibit E2 to this Agreement in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall as provided in Exhibit E2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by the City as provided in said Exhibit E2.

3.2.3. Roads. All roads to be constructed on or to provide access and other needs resulting from the development of Developer's Land in accordance with the Master Development Plan shall be constructed as set out in Exhibit B1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of offsite road and/or roads serving more than one phase or subdivision covered by the Master Development Plan shall as provided in Exhibit B2 to this Agreement. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivision or phase of development. All roads to be maintained by the Owners Association shall be dedicated and conveyed to the Owner's Association upon recording of the each final subdivision plat for roads covered by each subdivision plat. All roads to be dedicated to the City shall be dedicated to the City upon recording of the each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer in accordance with the schedule set out in Exhibit B1 to this Agreement.

3.2.4. Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of Developer's Land as set out in the Master Development Plan shall be conveyed to the Owners Association in accordance with the schedule set out in Exhibit B3 to this Agreement. Financial arrangements for constructing, maintaining and operating improvements to the parks and open space to be owed by the Owners Association are set out in Exhibit B3 to this Agreement. All parks and/or open space not dedicated to the exclusive use of the residents of Developer's Land shall be dedicated and conveyed to the City or to an appropriate legal entity designated by the City to assure the long-term preservation of the same in accordance with the schedule set out in Exhibit B3 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to the City shall be bonded as set out in Exhibit B3 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of such parks and open space for two years after acceptance of the improvements by the City.

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

3.3. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be for development covered by the Master Development Plan as provided in the Sewer Facilities Agreement which is incorporated herewith by this reference. All capacity reservations for development covered by the

Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, the City may make such capacities available for use by other development within the City that can use such capacities and, in such event Developer shall be reimbursed for such capacities used by others on the basis set out in Sewer Facilities Agreement.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to the City all land, rights of way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of the land, rights of way and easements to be acquired and/or dedicated and conveyed to the City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights of way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to the City and/or the Owners Association.

3.5. Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all subdivision lots or other development covered by the Master Development Plan in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any such development. (Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer relating the provision of Water Facilities.) Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G to this Agreement. The City may issue certificates for such impact fee credits to Developer, in which event, the City will not issue building permit unless said certificates are delivered to the City.

3.6. Sewer Fees. Timpanogos requires payment of a Capital Facilities Charge which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees imposed by the City for each connection is a condition to the City providing sewer service to the lots, residences or other development covered by the Master Development Plan.

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

IV. PHASING AND TIMING OF DEVELOPMENT - TERM OF AGREEMENT - DEFAULT

4.1 Phasing and Timing of Development. The phasing and timing of development under the Master Development Plan shall be as provided in schedule to the Master Development Plan attached as Exhibit B to this Agreement (the "Phasing Schedule"). Developer may apply to the City for an amendment of the Phasing Schedule and the City Council shall approve any amendment of the Phasing Schedule that shall not unreasonably adversely impact public interest or other development after the Planning Commission shall review such requested amendment and made its recommendations to the City Council. Any failure of Developer to comply with the Phasing Schedule that shall continue for more than six months, may result in the City Council terminating the Master Development Plan and this Agreement as to phases for which a subdivision or site plan has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendations to the City Council.

4.2. Term of Agreement. The term of this Agreement shall commence on the effective date of the Ordinance approving this Agreement and shall continue for a period of 10 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement and all capacity reservations for any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement shall terminate at the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met.

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

V. GENERAL TERMS AND CONDITIONS

5.1. Agreement to Run with the Land. This Agreement shall be recorded against Developer's Property as described in Exhibit A hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in ownership of Developer's Land.

5.2. Assignment. Any transfer of lots in recorded subdivisions shall not require the approval by the City. Any transfer of Developer's Land among or between Landowners and/or Developer shall not require the approval by the City. Developer shall be entitled to transfer any portion of Developer's Land subject to the terms and conditions of this Agreement upon written notice to and written consent of the City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy the City that such transferee has the ability and resources to meet the obligations of this Agreement as to the land being transferred. In the event of any transfer of less than all of Developer's Land, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Developer shall remain responsible for all obligations under this Agreement with respect to the remainder of Developer's land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by the City.

5.3. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission ("Fax") or be mailed by first class or express mail, addressed as follows:

To City: City of Saratoga Springs
 Attention: City Manager
 2015 South Redwood Road
 Saratoga Springs, Utah 84043
 Fax No. (801) 766-9794

To Developer: Windsor Development, LLC
 3355 North University Avenue, Suite 250
 Provo, UT 84604
 Fax No. (801) 377-3777

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

actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid. ENT 14916:2004 PG 11 of 31

5.4. Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

5.5. Entire Agreement. This Agreement, the Exhibits hereto, and the instruments and documents referred to herein set forth the entire agreement between the City and Developer and supersede all prior negotiations, dealings, and agreements by the parties as to the matters herein addressed.

5.6. Relationship of Parties - No Third Party Beneficiaries. The contractual relationship between the City and Developer arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights other than the Landowners whose property is included in Exhibit A hereto. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless the City accepts the dedication of the improvements pursuant to the terms of this Agreement or in connection with final subdivision plat or site plan approval; and (c) Developer shall have full power over and exclusive control of Developer's Land subject to the obligations of Developer under this Agreement.

5.7. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

5.8. Time. Time is of the essence of this Agreement.

5.9. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of have access to Developer's Land and all development pursuant the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

5.10. Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or

federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provisions of this Agreement.

5.11. Survival of Developer's Obligations. Developer's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval

IN WITNESS WHEREOF, this Agreement has been execute by the City of Saratoga Springs, acting by and through the City Council, pursuant to Ordinance No. ____, authorizing such execution by the Mayor, and by a duly authorized representative of Developer as of the above stated date.

CITY OF SARATOGA SPRINGS

By: Timothy L. Parker
Mayor

Attest:

Alyson Alger
City Recorder



DEVELOPER

Windsor Development, LLC
By: [Signature]
Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

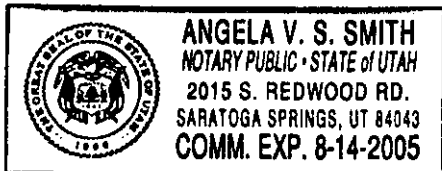
The foregoing instrument was acknowledged before me this 14 day of January, 2003, by Timothy L. Parker as Mayor and Alyson Alger as Recorder of the City of Saratoga Springs.

My commission expires:

8-14-2005

Angela V. Smith
Notary Public

Residing at: 2015 S. Redwood Rd.

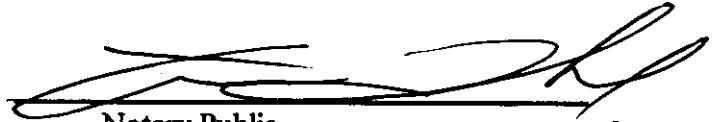


STATE OF UTAH)
 : SS.
COUNTY OF)

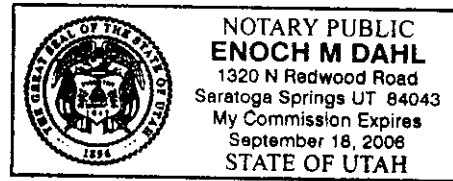
The foregoing instrument was acknowledged before me this 13th day of January, 2004, by Paul E. Johnson as manager of Windsor Development, LLC.

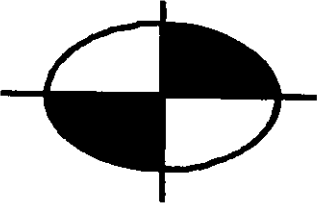
My commission expires:

9/18/03


Notary Public
Residing at: 1320 N. Redwood Rd.

2003123





DUDLEY & ASSOCIATES, Inc.

ENGINEERS PLANNERS SURVEYORS

EXHIBIT "A"

Windsor Property

Commencing at the North quarter corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian: thence North 89-36'52" East along the Section line 1613.28 feet; thence North 26-34'00" East 1040.70 feet; thence South 89-58'28" East 1139.50 feet; thence South 00-23'57" West 922.45 feet; thence South 89-55'02" West along the Section line 21.47 feet; thence

South 06-08'00" West 309.88 feet; thence South 05-08'58" West 996.40 feet; thence South 86-13'40" West 397.41 feet; thence North 64-22'00" West 780.50 feet; thence South 79-00'00" West 528.00 feet; thence South 330.00 feet; thence South 60-00'00" East 462.00 feet; thence South 85-00'00" East 825.00 feet; thence South 89-00'00" East 1207.69 feet; thence South 405.62 feet; thence South 12-44'00" West 1917.04 feet; thence South 53-45'05" West 1063.17 feet; thence South 89-51'28" West 874.94 feet; thence North 02-34'47" West 637.36 feet; thence North 89-17'21" West 1301.00 feet; thence along an existing ditch as follows: South 25-13'27" West 115.94 feet, South 08-39'52" West 126.95 feet, South 05-55'05" West 323.99 feet, South 30-38'29" West 173.25 feet, South 08-28'42" West 250.45 feet, South 51-21'00" West 235.48 feet; thence North 00-11'25" East along the quarter Section line 5075.00 feet to the point of beginning.

Area: 15,412,038 sq. ft. 353.81 acres

LESS AND EXCEPTING THE PAUL JOHNSON PROPERTY

Paul Johnson Property

Multi-Family Parcel

Commencing at a point located South $00^{\circ}11'25''$ West along the quarter Section line 2293.40 feet from the North quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence South 448.66 feet; thence South $00^{\circ}00'33''$ East 617.83 feet; thence along the arc of a 324.00 foot radius curve to the right 76.72 feet (chord bears South $82^{\circ}54'09''$ West 76.54 feet); thence South $89^{\circ}41'07''$ West 374.92 feet; thence North $00^{\circ}11'25''$ East 629.35 feet to the point of beginning.

Area: 282,279 sq.ft. 6.48 acres

Mixed Use Property

Commencing at a point located East 3054.21 feet and South 2210.60 feet from the North quarter corner of Section 10, township 5 South, Range 1 West Salt Lake Base and Meridian: thence South $80^{\circ}25'09''$ East 180.36 feet; North $09^{\circ}42'08''$ East 82.49 feet; thence South $80^{\circ}17'52''$ East 611.70 feet; thence North $12^{\circ}44'00''$ East 75.16 feet; thence North $89^{\circ}53'49''$ East 557.05 feet; thence South $12^{\circ}01'50''$ East along Redwood Road 121.54 feet; thence South $69^{\circ}35'11''$ West along Harvest Hills Boulevard 789.54 feet; thence along the arc of a 956.00 foot radius curve to the right 408.90 feet along Harvest Hills Boulevard (chord bears South $81^{\circ}50'23''$ West 405.79 feet); thence North $85^{\circ}54'25''$ West along Harvest Hills Boulevard 258.87 feet; thence along the arc of a 57.50 foot radius curve to the right 95.95 feet (chord bears North $38^{\circ}06'08''$ West 95.95 feet); thence North $09^{\circ}42'08''$ East along Harvest Moon Drive 348.82 feet to the point of beginning.

Area 467,711 sq.ft. 10.74 acres

(The above description includes 41,351 sq.ft. or 0.95 Acre of Entry Feature)

LDS Church Parcel

Commencing at a point located East 441.05 feet and South 2293.39 feet from the North quarter corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian: thence East 204.89 feet; thence South $39-30'48''$ East 302.66 feet; thence along the arc of a 20.00 foot radius curve to the right 28.42 feet (chord bears South $01-11'39''$ West 26.09 feet); thence South $41-54'07''$ West 349.47 feet; thence along the arc of a 324.00 foot radius curve to the right 193.50 feet (chord bears South $59-00'38''$ West 190.63 feet); thence North $00-00'33''$ West 617.83 feet to the point of beginning.

Area: 163,484 sq.ft. 3.75 acres

Alpine School Property

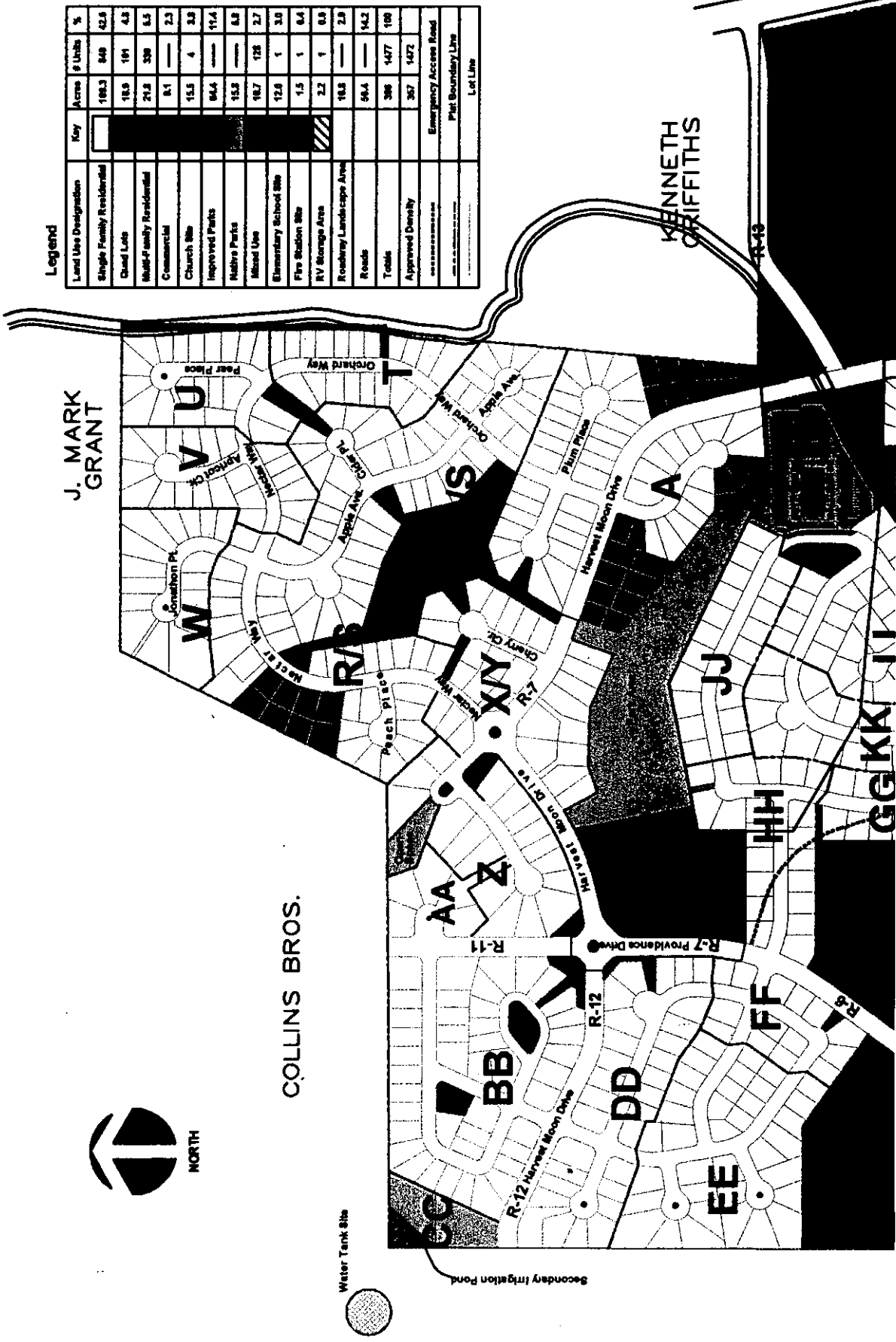
Commencing at a point located East 1449.22 feet and South 1071.02 feet from the North quarter corner of Section 10, Township 6 South, Range 1 East, Salt Lake Base and Meridian: thence North $78^{\circ}59'58''$ East 527.99 feet; thence South $64^{\circ}22'00''$ East 780.51 feet; thence North $86^{\circ}13'15''$ East 479.30 feet; thence North $89^{\circ}58'51''$ East 1078.69 feet; thence South $12^{\circ}01'50''$ East along Redwood Road 932.58 feet; thence South $89^{\circ}53'49''$ West 557.05 feet; thence North $12^{\circ}43'49''$ East 59.93 feet; thence North 405.62 feet; thence North $89^{\circ}00'00''$ West 1207.69 feet; thence North $84^{\circ}59'58''$ West 825.00 feet; thence North $60^{\circ}00'21''$ West 461.97 feet; thence North $00^{\circ}00'06''$ West 330.05 feet to the point of beginning.

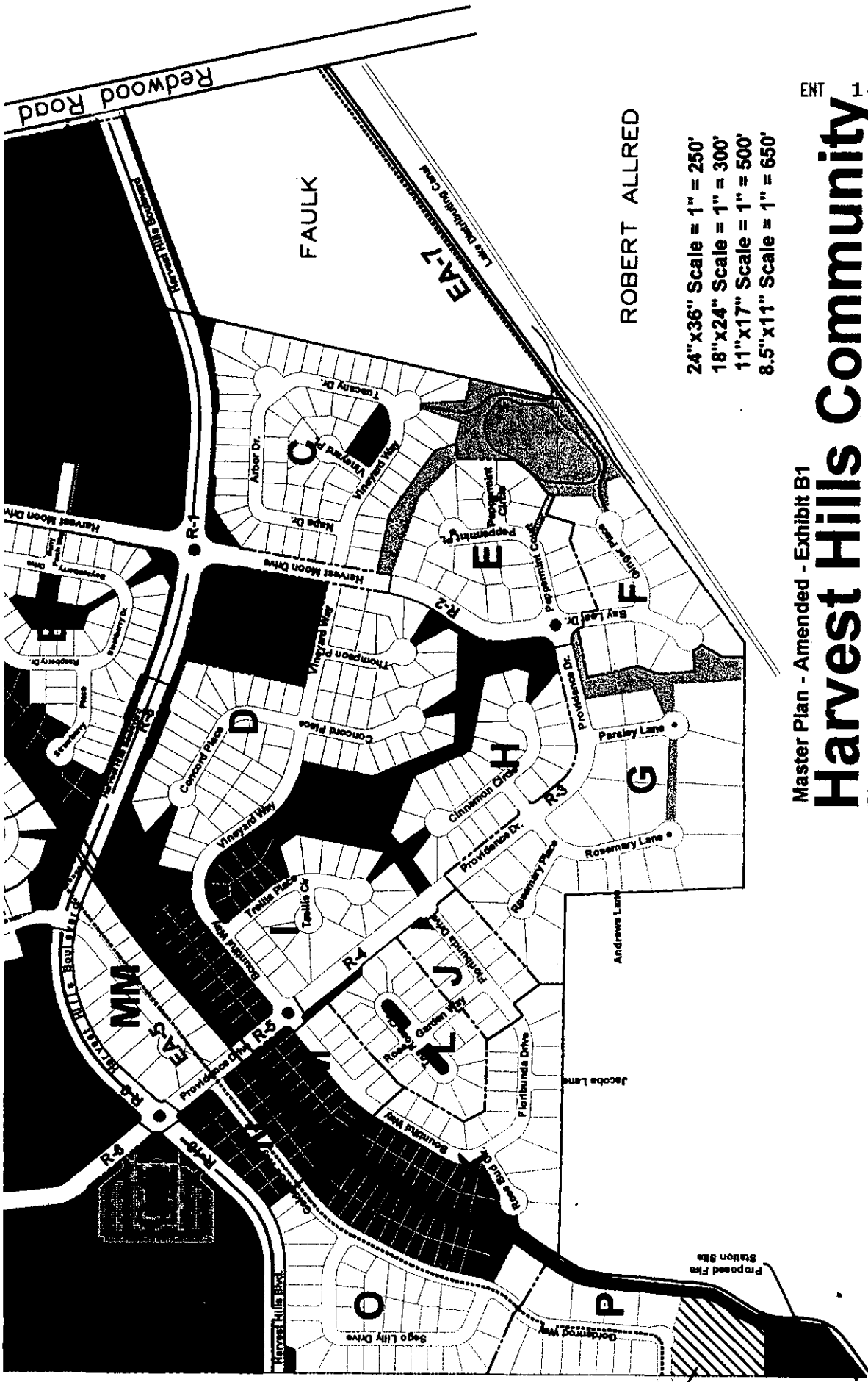
Area: 1,576,664 sq.ft. 36.20 acres

LESS and excepting the Dedicated portion of Harvest Moon Drive.

Legend

Land Use Designation	Key	Acres	# Units	%
Single Family Residential	[Symbol]	188.3	848	42.8
Quad Lots	[Symbol]	18.5	191	4.3
Multi-Family Residential	[Symbol]	21.2	339	5.5
Commercial	[Symbol]	8.1	—	2.3
Church Site	[Symbol]	15.5	4	2.3
Improved Parks	[Symbol]	84.4	—	11.4
Mature Parks	[Symbol]	15.2	—	4.8
Mixed Use	[Symbol]	18.7	128	2.7
Elementary School Site	[Symbol]	12.0	1	3.0
Fire Station Site	[Symbol]	1.5	1	0.4
RV Storage Area	[Symbol]	2.2	1	0.8
Roadway Landscape Area	[Symbol]	18.5	—	2.9
Roads	[Symbol]	96.4	—	14.2
Totals	[Symbol]	396	1477	100
Approved Density	[Symbol]	367	1472	
Emergency Access Road	[Symbol]			
Plot Boundary Line	[Symbol]			
Lot Line	[Symbol]			





ROBERT ALLRED

- 24"x36" Scale = 1" = 250'
- 18"x24" Scale = 1" = 300'
- 11"x17" Scale = 1" = 500'
- 8.5"x11" Scale = 1" = 650'

Master Plan - Amended - Exhibit B1

Harvest Hills Community

Planned Residential Community

Saratoga Springs, Utah

WINDSOR DEVELOPMENT, LLC

Definitions of Land Use Designations

The following definitions shall apply to and control the various types of land uses depicted in Exhibit B1:

Single-Family Residential. Single-family residential areas (yellow areas) shall be used exclusively for single-family, detached dwellings and their associated assessorly buildings (detached garages, tool sheds, etc.). The lot lines depicted in Exhibit B1 may be adjusted during the plat approval process.

Quad Lot Residential. Quad lot residential areas (orange area) shall be used for single-family, detached dwellings; two-family, attached dwellings ("twin homes"); and their associated assessorly buildings. The lot lines depicted in Exhibit B1 may be adjusted during the plat approval process.

Multi-Family. The Multi-family neighborhoods (brown areas) shall be used for multi-family residential dwellings not to exceed 18 units per acre in density and their associated assessorly buildings (club houses, garages, etc.). All roadways and landscaped areas within this neighborhood shall be privately owned and maintained. Less intense uses, such as single-family residential uses are allowed in these areas without amending this Agreement or the Master Development Plan.

Commercial. The Commercial area (red area) shall be used for any of the uses designated as conditional uses in the Commercial zone section (section 19.04.140) of the *City of Saratoga Springs Land Development Code*.

Church Sites. The Church Sites (blue areas) shall be used for church buildings and their associated assessorly buildings.

Improved Parks. The Improved Parks (dark green areas) shall be used for public and private improved parks. Each of these parks shall be improved with automatic irrigation systems, manicured landscaping and other improvements such as are generally described in Exhibit B3. All Improved Parks within the Development shall be privately owned by the Home Owners' Association ("Private Parks") except the Canal Parkway and the Central Park, which shall be Public Parks ("Public Parks") dedicated to the City.

Native Parks. Native Parks (turquoise green areas) shall remain in their un-improved, natural condition generally. Native vegetation shall be preserved as much as possible. Areas disturbed through the development process will be re-vegetate with native grasses and shrubs. Ownership of each Native Park is set forth in Exhibit B3.

Mixed Use. The Mixed Use area (purple area) shall be use for a combination of residential and commercial uses, including, but not limited to, residential units over or otherwise attached to retail and other commercial uses.

Elementary School Site. The Elementary School Site (pink area) shall be used for an elementary school.

Fire Station Site. The Fire Station Site (aqua marine area) shall be used for a fire station and a City public works yard.

RV Storage Site. The RV Storage Site (black and white hatched area) shall be used for the exclusive use of members of the Harvest Hills Master Home Owners Association ("HOA") for the storage of their own licensed and operative trailers, recreational vehicles, boats and other such wheeled chattel. Non-homeowner use shall be prohibited. The site will be a gravel lot securely fenced and fitted with motion-sensitive lighting. This area be managed by the HOA which will collect monthly usage fees to cover the cost of providing the facility.

Roadway Landscaping. Roadway landscaping shall be the landscaped area along (but outside of) and within Harvest Hills Boulevard, Harvest Moon Drive and Providence Drive, but not including any of the landscaped planter-strip areas between the sidewalk and the curb along the residential streets.

Roads. All roads shown on the Master Plan Map shall be public roads.

R-14. Road 14 ("R-14") shall be constructed as a temporary road for the purpose of providing a paved, second access to the Harvest Hills. The Developer shall improve this road from the cul de sac in Plat P to Plat Q, a City fire station site. Improvements shall be limited to a pad of sub-base and road base 36 feet wide and 18 to 24 inches thick together with a three inches (3") thick asphalt pad 28 feet wide with no curb, gutter or sidewalk. No underground utilities or other improvements shall be required for R-14 under this Agreement. These improvements shall be completed no later than December 31, 2004. The City agrees to make necessary improvements to that portion of Foothill Boulevard (also known as 11600 West) which connects R-14 with the existing paved portion of Foothill Boulevard. When Harvest Hills Boulevard is completed to the west boundary of Harvest Hills and when Foothill Boulevard is completed between SR-73 and Harvest Hills Boulevard then that portion of R-14 running between Plat P and Foothill Boulevard shall be vacated and closed to through traffic.

R-13. Road 13 ("R-13") is not required for the development of Developer's land generally. However, it may be required with the development of the abutting 6.31 acre multi-family parcel and 9.1 acre commercial parcel. It is understood that R-13 will likely be a "right-in, right-out only" road at its intersection with Redwood Road.

Emergency Access Roads. Emergency Access Roads (even black dashed line) are temporary gravel roads which provide additional access in and out of the Development. These roads will be eliminated as other permanent accesses are completed.

Prerequisite or Concurrent Requirements

Plat	Road(s)	Plat(s)	Emergency Access
A	R-1	none	EA-1,2
B	R-1	none	EA-1
C	R-1	none	EA-1,2,7
D	R-1	none	EA-1,2,7
E	R-1,2	none	EA-1,2,7
F	R-1,2	none	EA-1,2,7
G	R-1,2,3	none	EA-1,2,7
H	R-1,2,3	D,I	EA-1,2,7
I	R-1,2,3,4	D	EA-1,2,7
J	R-1,2,3,4	D,I	EA-1,2,7
K	R-1,2,3,4	D,I,J,M	EA-1,2,7
L	R-1,2,3,4	D,I,J,M	EA-1,2,7
M	R-1,2,3,4	D,I	EA-1,2,7
N	Many options	none	EA-5
O	R-10 or R-14	N or P	EA-5
P	R-14	O	EA-5
Q	N/A	N/A	N/A
R	R-1,7	A	EA-1,2
S	R-1,7	A,R	EA-1,2
T	R-1,7	A,R,S	EA-1,2
U	R-1,7	A,R,S,T,V	EA-1,2
V	R-1,7	A,R,S	EA-1,2
W	R-1,7	A,R,S	EA-1,2
X	R-1,7	none	EA-1,2
Y	R-1,7	none	EA-1,2
Z	R-1,7	none	EA-1,2
AA	R-1,7,11	none	EA-1,2
BB	Many options	none	Many options
CC	Many options	none	Many options
DD	Many options	none	Many options
EE	Many options	DD,FF	Many options
FF	Many options	none	Many options
GG	R-1,6,7,8	none	Many options
HH	R-1,6,7,8	none	Many options
JJ	R-1,6,7,8	GG,HH,KK, LL	Many options
KK	R-1,6,7,8	GG,HH	Many options
LL	R-1,6,7,8	GG,KK,LL	Many options
MM	R-1,6,7,8	none	Many options
MF 9 ac.	R-1	none	EA-1
MF 6.48 ac	R-1,6,9,10	none	EA-1
MF 6.31 ac	R-1, 13	none	none
Mixed Use	R-1	none	EA-1
COMM.	R-13	none	EA-1

NOTE 1: No plat will be constructed without two points of access.

NOTE 2: This chart and the accompanying map which designates individual plats shall control the phasing of this project. Actual phase boundaries may vary subject to the above constraints.

NOTE 3: R-8, R-9, R-14 will be completed by December 31, 2004.

Park Ownership, Improvement and Maintenance

Parks Generally:

Each park within the Development will be included within a plat and will be improved or revegetated, as the case may be, at the time the plat in which it is located is improved with the exception of the Central Park, which will be platted as its own plat. Park improvements shall be bonded for on the same terms and conditions as are other plat improvements.

Private Parks:

Improved Private Parks:

All improved parks within the Development shall be private parks dedicated to the Harvest Hills Master Home Owners Association ("HOA") except the Canal Parkway and the Central Park, which will be public parks. All improved private parks will be owned, operated and maintained by the HOA. Initial improvement shall be the responsibility of the developer of the plat in which a park is located. Improvements shall be generally consistent with the level of improvements provided previously for similarly sized parks elsewhere in the Development. Maintenance of the improvements shall be the responsibility of the HOA. The HOA shall establish rules and regulations governing the use of the private parks.

Native Private Parks:

Native private parks shall be owned, operated and maintained by the HOA. The developer of the plat in which such parks are located shall re-seed and generally restore areas within Native Parks which were disturbed during the development of the plat. These parks shall remain otherwise unimproved except as mutually agreed between the developer of the plat in which the park is located and the City.

Public Parks:

Improved Public Parks:

The Canal Parkway and the Central Park shall be public parks, owned, operated and maintained by the City for the benefit of the public. The land for these parks shall be dedicated to the City.

The Canal Parkway shall be improved section by section as the plats including sections thereof are improved. The developer of each plat encompassing a section of the Parkway shall make the Parkway improvements as described in the Canal Parkway Agreement between the City and the Welby/Jacob Canal Company dated April 15, 2002 which is incorporated herewith by this reference. The City shall reimburse the developer for the reasonable costs of such improvements upon receiving the invoices therefor. If the City's park impact fee account does not contain sufficient funds to cover reimbursements when reimbursements are due, then reimbursements shall be made using the next park impact fees collected by the City from the Harvest Hills community.

The Central Park shall be platted as its own plat at the same time as Plat GG is platted. The Developer agrees to improve the Central Park to the City's standard level of park improvement, including automatic sprinklers, grass (seed), shrubs, trees, asphalt trails and some play equipment and such other improvements as are mutually agreeable to the City and the Developer in a park plan to be approved by the City. The City agrees to reimburse the Developer on a quarterly basis for one third (1/3) of the reasonable costs of the agreed-upon park improvements installed by Developer. The reimbursable one-third of costs is roughly equivalent to 4.8 acres (the size of the park in the original master plan which the City previously agreed to improve) divided by 14.16 acres (the total size of the Central Park). If the City's park impact fee account does not contain sufficient funds to cover reimbursements when reimbursements are due, then reimbursements shall be made using the next park impact fees collected by the City from the Harvest Hills community. The improvements to the Central Park shall be substantially completed within 12 months of the recording of the Central Park plat. The land for the Central Park will be dedicated to the City at the time the plat is recorded. The Developer will maintain the park for two years after the City accepts the improvements unless otherwise mutually agreed between the Developer and the City. Thereafter, the City will maintain and operate the Central Park and shall make and enforce rules and regulations governing the use thereof.

Native Public Parks:

Native Public Parks shall include the Native Parks in Plats A, F, G and CC. These parks shall be dedicated to the City at the time the plat in which each park is located is recorded. The City shall own, operate and maintain these parks. The developer of the surrounding houses shall re-seed and generally restore these park areas to their native state. These parks shall remain otherwise unimproved except as mutually agreed between the developer of the plat in which the park is located and the City. The City shall regulate the use of these parks.

General Design Standards
7/22/2003

Exhibit C

Development Standard	Original Master Plan	This Amended Master Plan (+38 ac.)
Minimum Lot Size:		
Single Family--R-1	5,000 sf*	5,000 sf*
Multi Family--RM-1	2,500 sf	2,500 sf
Minimum Setbacks (DU):		
Front	25'	20'***
Side	zero	5'
Rear	SF 35', MF 10'	SF25'**, MF 20'
Corner Lots:		
Front	25'	as approved
Side (corner)	25'	as approved
Accessory Buildings:		
Side, Rear	zero	zero
Distance from DU		5'
Lot Width	SF 50', MF 30'	SF 50', MF 30'
Lot Frontage	20'	20'
Maximum Building Height	SF 35', MF 40'	SF 35', MF 40'
Maximum Lot Coverage		SF 25%, MF 40%
Minimum Dwelling Size:		
Single Family	800 sf	800 sf
Multi Family	650 sf	650 sf
Dwellings per Building	8	12 to 18
Minimum Open Space	20%	20%
Cul de Sac Length	750'	750'
Street Profile--Public:		
Right of Way	50'	50'
Asphalt	24'	24'
Curb & Gutter	24"	24"
Sidewalk	4'	4'
Park Strip	7'	7'
Cul de Sac Radius	50'	50'
Street Profile--Private:		
Two-Way Traffic		
Right of Way	18'	18'
Asphalt	18'	18'
One-Way Traffic		
Right of Way	12'	12'
Asphalt	12'	12'
Bonding Requirement for two-year warranty period:	10%	10%
Fence Standards for the development are included in the Master Home Owners Association's Covenants, Conditions and Restrictions and in the Supplementl Design Standards (as amended)		
Architecture for each plat will be approved by the City Urban Design Committee		

* Except quad lots which may be smaller

** Rear setback may be reduced to 20' for homes backing on to an Improved or Native Park which extends at least 30' behind back lot line. Front setbacks for Plats HH, JJ, KK, LL and GG shall be 20' minimum so long as the front setbacks of immediately adjacent homes vary by at least three (3) feet if the homes are set back less than 25'.

Exhibit D1
Water Rights

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HARVEST HILLS COMMUNITY

1. Developer will convey to City the water rights covered by Water Right 55-9488 (a24193) and 55-9572 (a25275) (the "Subject Water Right") for inside culinary and outside irrigation uses for its initial development.

2. Developer will acquire and convey to City water rights for inside use for all development beyond the lots to be served by the Subject Water Rights. Unless the water rights to be conveyed to City have an approved City well as an approved point of diversion, Developer will file a change application to change the point(s) of diversion to the well from which Developer has or has an agreement to purchase well rights, and the water rights shall be approved for municipal or domestic use.

3. Developer intends to provide secondary water to Landowners' Land by secondary water facilities which Developer shall build or acquire and convey to City. However, until such time as the excess culinary storage facility capacities are needed for solely culinary use, secondary water will be provided by way of the culinary water system. The portion of the Subject Water Right to cover the secondary water shall have an approved point of diversion at the source of the water for the secondary water facilities and the approved use shall be municipal, domestic and/or irrigation. Developer shall be responsible to file any change application necessary for such point(s) of diversion and use.

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

5. The portions of the Subject Water Right and other water rights required for each phase shall be assigned to City before the subdivision plat for said phase may be recorded.

Exhibit D2
Water Facilities

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HARVEST HILLS COMMUNITY

1. Culinary water services are expected to be provided to Landowners' Land by Well #4 and other wells and by water tanks and water lines to be constructed by or in behalf of Lake Mountain Mutual Water Company (LMMWC).

2. Developer shall build or acquire and convey to City facilities capable of providing secondary water service to its development and water rights for the secondary system. If City builds or acquires facilities capable of providing secondary water to Developer's Land, City may make those facilities available to Developer on a mutually agreeable basis. Until such time as the excess culinary storage facility capacities are needed for solely culinary use, secondary water will be provided by way of the culinary water system.

3. The capacities required for culinary and secondary water service will be conveyed to City prior to recordation of a subdivision plat.



11X17: 1" = 2400'
24X36: 1" = 1200'

PROJECT LOCATION

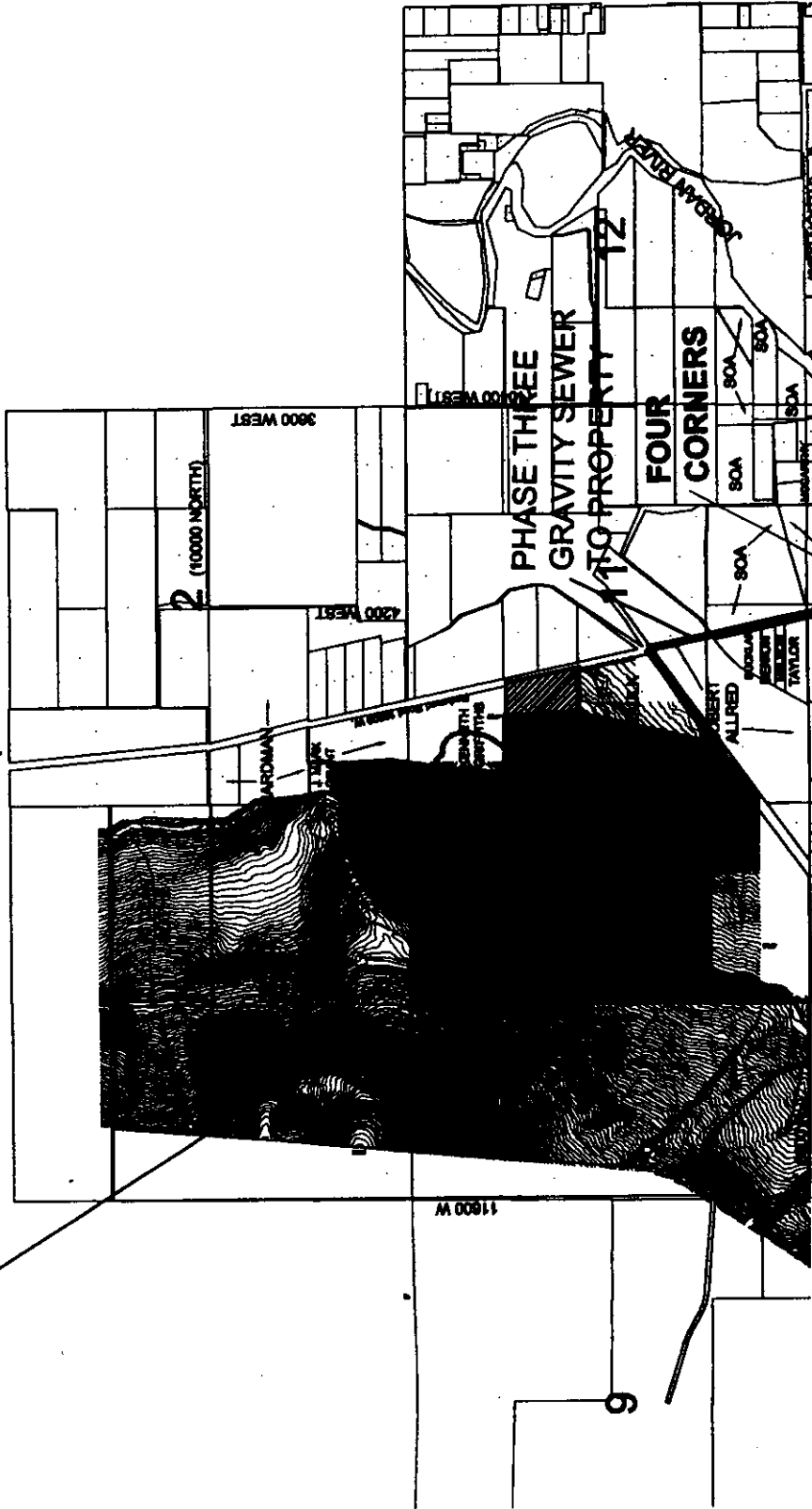
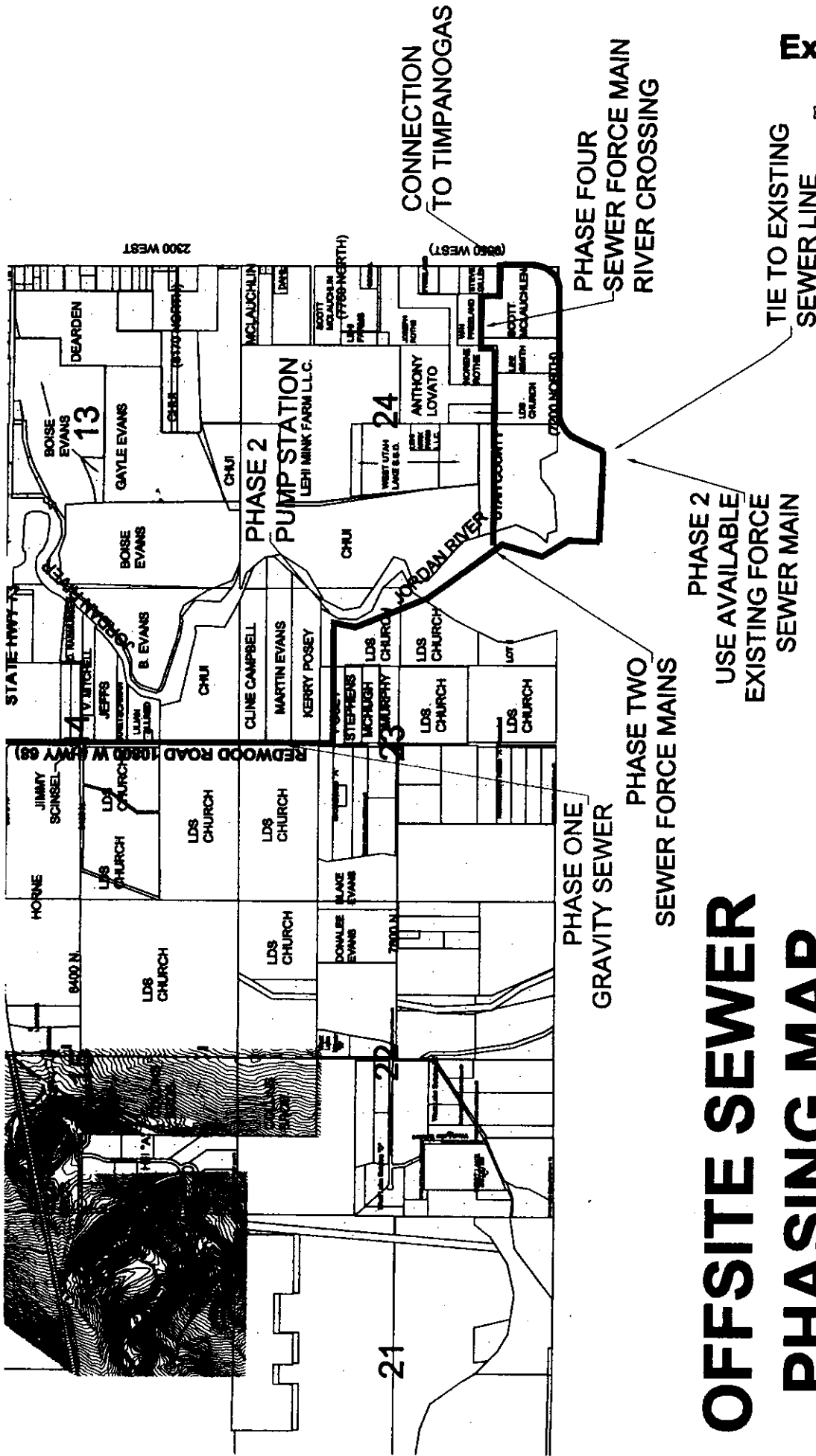


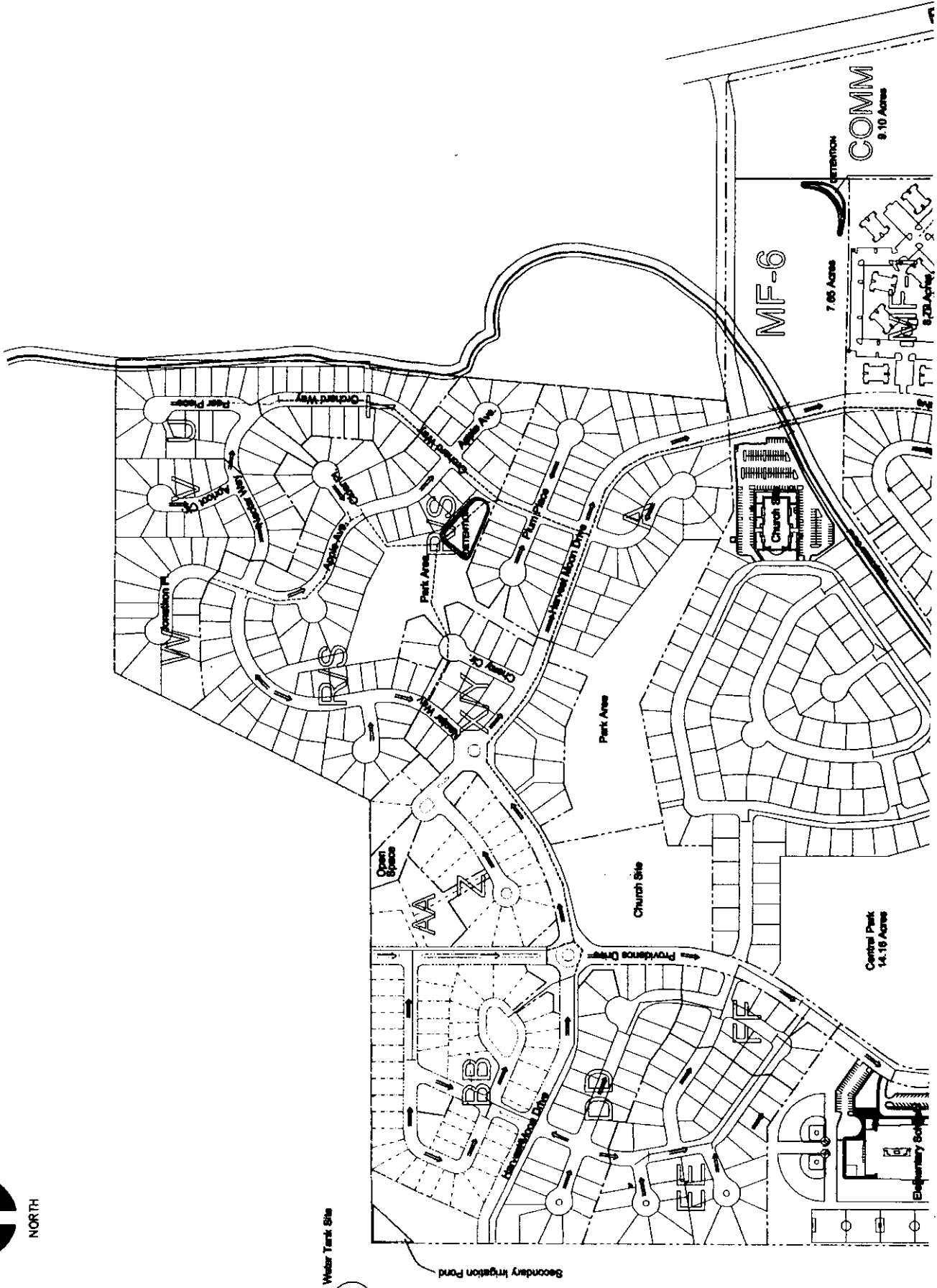
Exhibit E1

ENT 14916:2004 PG 28 of 31



OFFSITE SEWER PHASING MAP

HARVEST HILLS
SARATOGA SPRINGS, UTAH
Exhibit E1



Water Tank Site

Secondary Irrigation Pond

Church Site

Park Area

Central Park
14.18 Acres

MF-6
7.65 Acres

COMM
9.10 Acres

MF-2
8.29 Acres

Open Space

Church Lane

Park Lane

Central Park Lane

Water Tank Lane

Secondary Irrigation Lane

Church Lane

Park Lane

Central Park Lane

Water Tank Lane

Secondary Irrigation Lane

Church Lane

Park Lane

Church Lane

Park Lane

Central Park Lane

Water Tank Lane

Secondary Irrigation Lane

Church Lane

Park Lane

Church Lane

Park Lane

Central Park Lane

Water Tank Lane

Secondary Irrigation Lane

Church Lane

Park Lane

Church Lane

Park Lane

Central Park Lane

Water Tank Lane

Secondary Irrigation Lane

Church Lane

Park Lane

Omitted

Exhibit G

**Impact Fees and Credits
Harvest Hills Master Planned Community**

	Current Impact Fees (per dwelling unit)
	<u> </u>
Roadways	\$921
Storm Drainage	\$559
Wastewater	\$494
Parks and Open Space	\$833
Public Safety	<u>\$327</u>
Total	<u>\$3,134</u>

No impact fee credits are contemplated under this Agreement. However, Developer is entitled to reimbursement for the construction of a sewer system and the sewer extension as set forth in the Sewer Facilities Agreement between the Developer and the City, which agreement is incorporated herewith by this reference. Also, Developer is entitled to reimbursements for certain public park improvements installed by Developer as set forth in Exhibit B3.