



**AGREEMENT EXTENDING
THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)
SECOND MASTER DEVELOPMENT AGREEMENT**

This Agreement Extending The Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement (“Agreement”) is made and entered effective as of May 16, 2023, by and between SCP Fox Hollow, LLC, Cardinal Land Holdings IV, LLC, Hanahou, LLC, Fox Hollow 15, LLC, FH 2014, LLC, La Familia VSS, LLC, Pronova Holdings 4, LLC, Pronova Holdings 5, LLC, ~~America First Credit Union~~, Patterson Homes, LLC, The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole), and PHI Properties, Inc. (individually, each party shall be referred to as an “Developer” and collectively as “Developers”), and the City of Saratoga Springs, a political subdivision of the State of Utah (“City”).

WHEREAS, the parties, or their predecessors in interest, entered into a Second Master Development Agreement dated April 30, 2013, and recorded June 20, 2013 as Entry No. 59718:2013 of the official records of the Utah County Recorder’s Office by and between the City and SCP Fox Hollow, LLC, Cardinal Land Holdings IV, LLC, Hanahou, LLC, Mountain Spa Investors, LLC, La Familia VSS, LLC, Pronova Holdings 4, LLC, Pronova Holdings 5, LLC, America First Credit Union, OBM Scott, LTD, and Utah Pacific Holdings, LLC, including five subsequent amendments on file with the City Recorder (collectively, the “MDA”), which governs the development of certain real property located in the City known as The Villages at Saratoga Springs (“Property”); and

WHEREAS, the MDA granted Developers densities and development rights in return for Developers’ commitment to build and/or dedicate certain infrastructure and improvements for the benefit of the public, which entitlements would not have been granted but for Developers commitment; and

WHEREAS, it is the City’s position the MDA requires the Developers to install and dedicate Foothill Boulevard, which certain owners disagree with, and dedicate a 21.06 acre parcel of land for a regional park, with the City to install appropriate park amenities on the regional park land; and

WHEREAS, Developers have not yet built and dedicated Foothill Boulevard, and the regional park land is currently unsuitable for dedication to the City; and

WHEREAS, the MDA will expire on April 30, 2023 (“Expiration Date”), after which the entitlements will expire and the zoning on the Property will revert to the R-3 zone (now replaced by the R1-10 zone); and

WHEREAS, to give the Parties sufficient time to resolve the outstanding issues with Foothill Boulevard and the regional park, the Owners have requested an extension of the MDA and the City has agreed to extend the MDA for a period of six months (“Extension Period”); and

ENT 35719:2023 PG 1 of 13
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jun 02 1:09 PM FEE 0.00 BY AR
RECORDED FOR SARATOGA SPRINGS CITY

WHEREAS, the City is willing to grant a temporary extension of the MDA to allow the Developers to propose an acceptable solution to the Foothill Boulevard and Regional Park issues identified by the City.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the mutual agreement of the City and Developers, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developers hereby amend the Development Agreement to provide for a six-month extension of the Expiration Date and mutually agree as follows:

1. The Expiration Date under the MDA is extended to October 30, 2023. The period beginning April 30, 2023 and ending October 30, 2023 is herein referred to as the "Extension Period."
2. During the Extension Period, Developer shall propose an acceptable solution to the Foothill Blvd. and the regional park issues identified by City. City and Developers recognize and agree that the solutions set forth by Developers to the Foothill Blvd. and regional park issues shall be duly considered by the City. The City shall also consider the significant efforts of Cardinal Land Holdings IV with grading of the regional park performed to date.
3. Except for the extension of the Expiration Date, the terms of the MDA and amendments shall remain in full force and effect as written.
4. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
5. This Agreement only applies to property described in Exhibit A, attached hereto. The MDA shall expire for all other properties covered by the MDA except for those that have received final approval and have recorded a final plat.
6. This Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, which concerns the extension of the Expiration Date. All waivers and amendments of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developers.
7. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties and to their respective successors, heirs, assigns, and transferees.
8. No failure or delay in exercising any right 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.

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

{Signatures follow on next page}

HANAHOU, LLC:

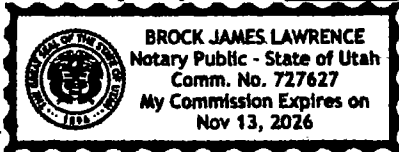
By: Scott McCord
SCOTT MCCORD

Its: Manager

STATE OF UTAH)

COUNTY OF Utah) :SS

The foregoing instrument was acknowledged before me this 20 day of March, 2023, by Scott McCord, who executed the foregoing instrument in his or her capacity as the MANAGER of HANAHOU LLC.



[Signature]
NOTARY PUBLIC
Residing at: Lead UT

My Commission Expires:
11/13/2026

~~FOX HOLLOW 15, LLC:~~

~~By: _____~~

~~Its: _____~~

~~STATE OF UTAH)~~

~~COUNTY OF _____) :SS~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who executed the foregoing instrument in his or her capacity as the _____ of _____.~~

~~NOTARY PUBLIC
Residing at: _____~~

~~My Commission Expires:
_____~~

LA FAMILIA VSS, LLC:

HANAHOU, LLC:

By: _____

Its: _____

STATE OF UTAH)

COUNTY OF _____)
:SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who executed the foregoing instrument in his or her capacity as the _____ of _____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

FOX HOLLOW 15, LLC:

By: *[Signature]*
R. SCOTT MOYARRIS

Its: Manager

STATE OF UTAH)

COUNTY OF UTah)
:SS



The foregoing instrument was acknowledged before me this 4 day of April, 2023, by R. Scott Moynaris, who executed the foregoing instrument in his or her capacity as the manager of Fox Hollow 15, LLC.

[Signature]
NOTARY PUBLIC
Residing at: 3355 N University Ave. Ste 200 Provo UT 84604

My Commission Expires:
04-22-2026

LA FAMILIA VSS, LLC:

By: Jeffrey M. Anderson
JEFFREY M. ANDERSON

Its: Manager

STATE OF Arizona)
~~UTAH~~)
:SS
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 27 day of March, 2023, by Jeffrey M. Anderson, who executed the foregoing instrument in his or her capacity as the Manager of La Familia VSS, LLC.



Kristen Millett
NOTARY PUBLIC
Residing at: Gilbert, AZ

My Commission Expires:
4-14-25

~~PRONOVA HOLDINGS 4, LLC:~~

~~By: _____~~

~~Its: _____~~

STATE OF UTAH)
)
:SS
COUNTY OF _____)

~~The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who executed the foregoing instrument in his or her capacity as the _____ of _____.~~

~~_____
NOTARY PUBLIC
Residing at: _____~~

~~My Commission Expires:
_____~~

By: _____

Its: _____

STATE OF UTAH)
)
:SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 31st day of MARCH, 2023, by Curtis Wolthius, who executed the foregoing instrument in his or her capacity as the Manager of Pronova Holdings 4, LLC

Shelly Sandberg
NOTARY PUBLIC
Residing at: Utah

My Commission Expires:
5/24/25



PRONOVA HOLDINGS 4, LLC:

By: Curtis Wolthius
CURTIS WOLTHIUS

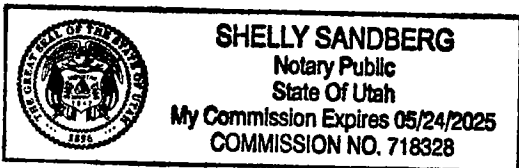
Its: manager

STATE OF UTAH)
)
:SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 31st day of MARCH, 2023, by Curtis Wolthius, who executed the foregoing instrument in his or her capacity as the Manager of Pronova Holdings 5, LLC

Shelly Sandberg
NOTARY PUBLIC
Residing at: Utah

My Commission Expires:
5/24/25



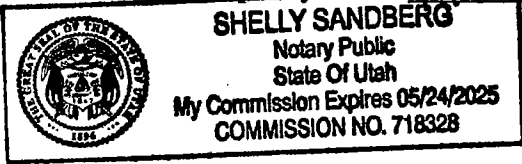
PRONOVA HOLDINGS 5, LLC:

By: Curtis Wolthius
CURTIS WOLTHIUS

Its: Manager

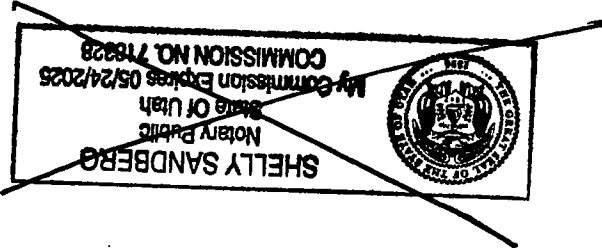
STATE OF UTAH)
)
COUNTY OF Utah) :SS

The foregoing instrument was acknowledged before me this 31st day of March, 2023, by Curtis Walther, who executed the foregoing instrument in his or her capacity as the Manager of Pranova Holdings S LLC



Shelly Sandberg
NOTARY PUBLIC
Residing at: Utah

My Commission Expires:
5/24/25



~~AMERICA FIRST CREDIT UNION:~~

~~By: _____~~

~~Its: _____~~

STATE OF UTAH)
)
COUNTY OF _____) :SS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who executed the foregoing instrument in his or her capacity as the _____ of _____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

~~PATTERSON HOMES, LLC:~~

~~By: _____~~

~~Its: _____~~

PATTERSON HOMES, LLC:

By: [Signature]
SCOTT DUNN

Its: Manager

STATE OF UTAH)
)
COUNTY OF Utah) :SS

The foregoing instrument was acknowledged before me this 29 day of March, 2023 by Scott Dunn, who executed the foregoing instrument in his or her capacity as the Manager of Patterson Homes, Inc.

[Signature]
NOTARY PUBLIC
Residing at: Eagle Mountain, UT

My Commission Expires:
01-08-2024



PHI PROPERTIES, INC.:

By: [Signature]
BLAINE E. PATTERSON

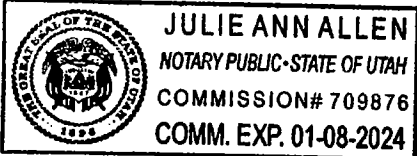
Its: Manager

STATE OF UTAH)
)
COUNTY OF Utah) :SS

The foregoing instrument was acknowledged before me this 29 day of March, 2023 by Blaine E. Patterson, who executed the foregoing instrument in his or her capacity as the Manager of PHI Properties, Inc.

[Signature]
NOTARY PUBLIC
Residing at: Eagle Mountain, UT

My Commission Expires:
01-08-2024



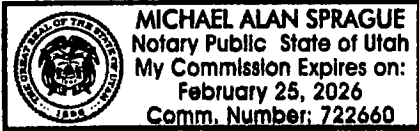
FH 2014, LLC

By: [Signature]
GLEN A. PETTIT

Its: MGR

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 31 day of March, 2023 by Glen R. Pettit, who executed the foregoing instrument in his or her capacity as the Manager of FH 2014, LLC.



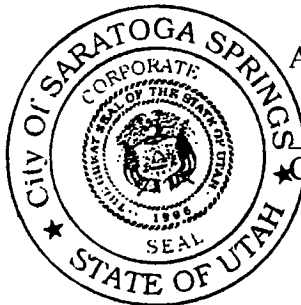
[Signature]
NOTARY PUBLIC

Residing at: Utah

My Commission Expires:
02/25/26

CITY OF SARATOGA SPRINGS

By: [Signature]
Mayor JIM MILLER



Attest:

[Signature]
City Recorder CINCY LOPICCOLO

5-16-23
Date

Exhibit A

[Legal Description of Property]

THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW) SECOND MASTER DEVELOPMENT AGREEMENT, OVERALL AREA

BEGINNING AT A POINT THAT IS THE WEST ¼ CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

Thence, N 89° 47' 35" E for a distance of 3913.08 feet to a point on a line.
 Thence, S 25° 31' 48" E for a distance of 855.08 feet to a point on a line.
 Thence, S 36° 18' 52" E for a distance of 815.90 feet to a point on a line.
 Thence, S 35° 16' 57" E for a distance of 239.67 feet to a point on a line.
 Thence, S 34° 43' 05" E for a distance of 330.70 feet to a point on a line.
 Thence, S 34° 12' 26" E for a distance of 263.40 feet to a point on a line.
 Thence, S 30° 17' 05" E for a distance of 481.06 feet to a point on a line.
 Thence, S 00° 16' 18" W for a distance of 2767.90 feet to a point on a line.
 Thence, N 89° 43' 17" W for a distance of 2556.15 feet to a point on a line.
 Thence, N 22° 47' 26" W for a distance of 112.63 feet to a point on a line.
 Thence, N 72° 00' 31" W for a distance of 76.81 feet to a point on a line.
 Thence, N 36° 20' 45" W for a distance of 118.61 feet to a point on a line.
 Thence, S 00° 17' 17" W for a distance of 222.28 feet to a point on a line.
 Thence, S 00° 13' 46" W for a distance of 2623.94 feet to a point on a line.
 Thence, N 89° 47' 50" W for a distance of 2747.36 feet to a point on a line.
 Thence, N 00° 19' 30" E for a distance of 1317.08 feet to a point on a line.
 Thence, N 89° 45' 29" W for a distance of 2671.17 feet to a point on a line.
 Thence, N 00° 55' 09" W for a distance of 1314.77 feet to a point on a line.
 Thence, N 89° 40' 29" W for a distance of 1347.81 feet to a point on a line.
 Thence, N 01° 27' 21" W for a distance of 2618.47 feet to a point on a line.
 Thence, S 89° 47' 56" E for a distance of 1373.08 feet to a point on a line.
 Thence, S 00° 54' 59" E for a distance of 1310.02 feet to a point on a line.
 Thence, S 89° 41' 58" E for a distance of 1360.21 feet to a point on a line.
 Thence, N 00° 21' 49" W for a distance of 1310.39 feet to a point on a line.
 Thence, S 89° 43' 24" E for a distance of 1372.83 feet to a point on a line.
 thence N 00° 17' 26" E a distance of 2634.31 feet to the POINT OF BEGINNING