

RETURN TO:
TOWN OF SARATOGA SPRINGS
9484 WEST 7350 NORTH
LEHI UTAH 84043

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
JACOBS RANCH DEVELOPMENT

ENT 35955:2001 PG 1 of 32
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Apr 17 12:03 pm FEE 0.00 BY SS
RECORDED FOR TOWN OF SARATOGA SPRINGS

THIS MASTER DEVELOPMENT PLAN AGREEMENT is entered into effective as of April 13, 2001, by and between THE TOWN OF SARATOGA SPRINGS ("Town") and LAND ROCK DEVELOPMENT, L.C. and CALVIN K. JACOBS FAMILY RANCHES, L.L.C. (collectively "Developer").

RECITALS:

A. Developer owns or has contract rights to purchase the land hereinafter described which is located within Town ("Developer's Land") that Developer desires to develop in accordance with the Master Development Plan hereinafter set out.

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 Town's Planning Commission and the Town Council concurrent with this Agreement.

C. This Agreement is being entered into by Town 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 Town's ordinances, guidelines and policies.

D. Developer acknowledges that Town 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. Town 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 Developer's 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 Town Council in accordance with Town's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan Approved by Town concurrent with this Agreement provides for the proposed development of approximately 264 single family residential units, 38.95 acres of commercial development and a 20 acre Town Center in multiple phases as depicted in the Master Development Plan attached as Exhibit B to this Agreement and incorporated into this Agreement by this reference. The Master Development Plan generally sets out the configurations, uses and densities for development of Developer's Land as well as the general 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.

II. ACTIONS AND APPROVALS BY TOWN

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 Town 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 Town and the zoning of Developer's Land.

2.2. 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 Town's Development Code, the Town 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 Town's Development Code, the Town Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of Town.

2.3. 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 Town 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 Town Development Code and Town'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.

2.4. Town Center - Open Space. Developer and Town have agreed that it is in their mutual interest to have the eight acres out of the 20 acre area designated as the Town Center on the Master Development Plan (the "Town Center") be used for Town offices and other Town facilities including parks. Developer shall convey and dedicate to Town the eight acre portion of the Town Center for use for Town and/or school purposes by a single conveyance at a mutually agreeable time, which shall not be later than approval of the first development that needs open space credits as herein provided. Town and Developer agree that upon dedication of the eight acre parcel to Town, Developer shall be entitled to eight acres of open space credits to meet open space requirements for its development, in lieu of providing open space in its individual subdivisions or other developments, even though some of the uses Town may make of the Town Center may not technically be open space uses under Town's Land Development Code. Upon such dedication to Town, Town shall have complete ownership and control over the eight acre portion of the Town Center for Town uses including offices, parks and/or other building or facilities. Developer is negotiating a sale of the remaining 12 acres of the Town Center to Alpine School District as a school site. In the event the sale to the Alpine School District is not consummated, Developer may either dedicate that 12 acre parcel to Town for open space credits on the same basis as the eight acre parcel, or Developer may sell or dedicate that 12 acres to others for public and/or governmental use to be approved by Town. However, all of the Town Center must be used for public purposes and cannot be developed for residential or commercial uses. In addition to the eight acre portion of the Town Center, the Master Development Plan provides for a 2.5 acre park and a landscaped strip with a public trail along Redwood Road that will qualify as open space and will meet open space requirements for development covered by the Master Development Plan. All additional open space required for development under the Master Development Plan in accordance with Town's Land Development Code shall be provided in individual subdivisions or developments or shall be provided at other mutually agreed consolidated locations within Developer's Land.

2.5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the Town 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 Town 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 Town; and, unless the Town 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 Town water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with Town's Water Utilities Ordinance. Such water rights for culinary water requirements must be approved for municipal uses with approved sources from a well or wells at location(s) approved by Town. 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 Town. Prior to acceptance of the water rights that Developer proposes to convey to Town, Town 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 Town by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to Town, Town 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 Town for the costs of Town's consultants to review the water rights proposed for conveyance to Town. If not previously so approved, Town will require an application for approval of the change of use and/or change of point of diversion to a source approved by Town, as applicable, with 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 Town's name, Town may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Developer shall reimburse Town for the fees of such consultants. The water rights that Developer proposes to convey to Town for Developer's initial development, as well as the arrangements for review and approval of such water rights are set out in Exhibit D-1 to this Agreement. Development requiring water rights beyond the amount set out in Exhibit D-1 will only be approved by Town when Developer shall have provided additional water rights acceptable to and accepted by Town and its consultants as herein provided.

3.1.2. Water Facilities for Development. Developer shall convey to Town 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 Town's Water Utilities Ordinance. The agreed arrangements between Developer and Town for compliance with this requirement for Developer's initial development are set out in Exhibit D-2 to this Agreement. Development requiring water facilities beyond those set out in Exhibit D-2 will only be approved when Developer shall provide additional water facilities acceptable to and accepted by Town as herein provided.

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 Town in accordance with the ordinances and rules and regulations of Town 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 E-1 to this Agreement, in accordance with the ordinances and rules and regulations of Town and as directed by the Town Engineer. The phasing of the construction and completion of such offsite sewer lines and improvements shall be as provided in Exhibit E-1 to this Agreement. Exhibit E-1 does not provide enough sewer capacity for all of Developer's development under the Master Development Plan. Therefore, development requiring sewer facilities and capacities beyond those set out in Exhibit E-1 will only be approved when Developer shall provide additional sewer facilities and capacities acceptable to and accepted by Town as herein provided. The construction of onsite sewer lines and any offsite sewer improvements to be provided by Developer shall be completed and approved and accepted by Town prior to Town 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 E-2 to this Agreement in accordance with the ordinances and rules and regulations of Town and as directed by the Town Engineer. The phasing of the construction and completion of such storm drain improvements shall as provided in Exhibit E-2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by Town as provided in said Exhibit E-2. Exhibit E-2 does not contain storm drain improvements for development beyond Phase 6 of the Master Development Plan because Developer has not analyzed the storm drain requirements for any of the land covered by the Master Development Plan except the land covered by Phases 1 through 6. Developer shall cause a study to be made of the storm drain requirements for the remainder of the land covered by the Master Development Plan and shall propose an amendment or supplement to Exhibit E-2 to provide storm drain improvements for the remainder of the land covered by the Master Development Plan. Such amendment or supplement shall be approved

and accepted by Town before Town will approve any development under the Master Development Plan other than Phases 1 through 6.

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 E-3 to this Agreement, in accordance with the ordinances and rules and regulations of Town and as directed by the Town 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 be as provided in Exhibit E-3 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. Exhibit E-3 may have to be amended in connection with conceptual approval for development beyond Phase 6 of the Master Development Plan, and Town may withhold approval of development beyond Phase 6 until conceptual approval has been given for such and Town has approved any amendments to Exhibit E-3 necessitated by such conceptual approval. 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 and/or in accordance with the schedule set out in Exhibit E-3 to this Agreement. All roads to be dedicated to Town shall be dedicated to the Town 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 E-3 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 as set out in Section 2.4 of this Agreement and in Exhibit E-4 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 E-4 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 to Town shall be dedicated and conveyed to Town or to an appropriate legal entity designated by Town to assure the long-term preservation of the same in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to Town, other than the eight acre portion of the Town Center, shall be bonded as set out in Exhibit E-4 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of the such parks and open space, other than the eight acre portion of the Town Center, for two years after acceptance of the improvements by Town.

3.3. Capacity Reservations. Any reservations by Town of capacities in any facilities built or otherwise provided to Town by or for Developer shall be for development covered by the Master Development Plan as provided in Exhibit F to this Agreement. 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. Upon termination of the reservation of capacities for Developer, Town may make such capacities available for use by other development within Town 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 Exhibit F to this Agreement.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to Town 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 Town 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 Town under this Agreement. Developer shall acquire and provide to the Town 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 Town Attorney and obtain the Town Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to Town 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 Town'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. Town may issue certificates for such impact fee credits to Developer, in which event, Town will not issue building permit unless said certificates are delivered to Town.

3.6. Sewer Fees. Timpanogas requires payment of a "Capital Facilities Charge" which is presently set at \$1,000 for each residential connection. Developer understands and agrees that this Capital Facilities Charge by Timpanogas will be collected by Town in addition to the Town's Wastewater Impact Fee and that payment of both the impact fee and the Capital Facilities Charge, as well as any connection fee imposed by Town, for each connection is a condition to the Town providing sewer service to the lots, residences or other development covered by the Master Development Plan.

3.7. Other Fees. Town 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 of Phases 1 through 6 under the Master Development Plan shall be as provided in Schedule A to the Master Development Plan attached as Exhibit B to this Agreement (the "Phasing Schedule"). The Phasing of all other development under the Master Development shall be agreed to by Developer and Town. Developer may apply to Town for an amendment of the Phasing Schedule and Town 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 Town Council. Any failure of Developer to comply with the Phasing Schedule that shall continue for more than six months, may result in the Town 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 Town 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 five 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 Town believes Developer to be in breach of this Agreement or any approval or agreement covering the development covered by this Agreement, Town may, after notice as herein 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 Town'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 Town 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 Town. 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 Town, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy Town 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 Town.

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 Town: Town of Saratoga Springs
 Attention: Mayor Tim Parker
 9484 West 7350 North
 Lehi, Utah 84043
 Fax No. (801) 766-9794

With copy to: Richard G. Allen
 Town Attorney
 P.O. Box 254
 Lehi, Utah 84043
 Fax No. (801) 756-4052

To Developer: Land Rock Development, L.C.
 65 North 100 East
 Pleasant Grove, Utah 84062
 Fax No. (801) 785-4168

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.

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 Town 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 Town and Developer arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) Town has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless Town 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 in this Agreement.

5.9. Rights of Access. The Town Engineer and other representatives of the Town 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 Town'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. Notwithstanding any provision of this Agreement or law to the contrary and as partial consideration of Town entering into this Agreement, the parties agree that Developer is obligated to provide the improvements, dedications and significant benefits set out in Section 2.4 of this Agreement even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been execute by the Town of Saratoga Springs, acting by and through the Town 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.

TOWN OF SARATOGA SPRINGS

By: [Signature]
Mayor

Attest:

[Signature]
Town Recorder



LAND ROCK DEVELOPMENT, L.C.

By: [Signature]
Its: [Signature]

CALVIN K. JACOBS FAMILY RANCHES, L.L.C.

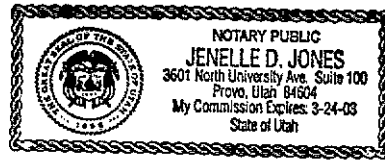
By: [Signature]
Its: [Signature]

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6 day of April, 2001,
by William J. Young, as Member of Land Rock Development, L.C.

Jenelle D. Jones
Notary Public
Residing at: Utah

My commission expires:
3-24-03

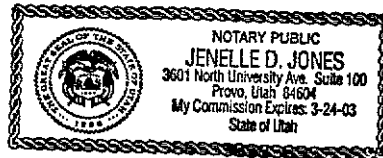


STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6 day of April, 2001,
by James C. Jacob, as Member/Manager of Calvin K Jacobs Family
Ranches, L.L.C.

Jenelle D. Jones
Notary Public
Residing at: Utah

My commission expires:
3-24-03

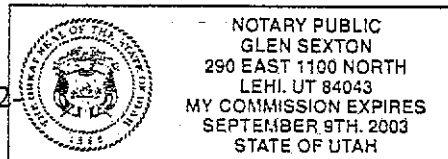


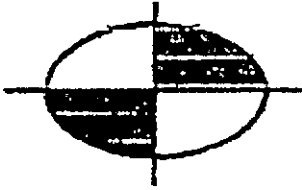
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17 day of April, 2001,
by T. L. Parker, as Mayor of the Town of Saratoga Springs.

Glen Sexton
Notary Public
Residing at: Lehi Utah

My commission expires:
9 Sept 2003





DUDLEY & ASSOCIATES, Inc.

ENGINEERS PLANNERS SURVEYORS

KNIGHTWEST CONSTRUCTION
OVERALL PROPERTY DESCRIPTION
SARATOGA, UTAH
4-25-00

Commencing at the North quarter corner of Section 2, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South $89^{\circ}42'43''$ East along a fence line 900.40 feet; thence along the Westerly future 120 foot Right of Way of Redwood Road as follows: South $45^{\circ}03'07''$ East 1033.25 feet, along the arc of a 1440.00 foot radius curve to the right 363.02 feet (chord bears South $37^{\circ}49'48''$ East 362.06 feet), thence South $30^{\circ}36'28''$ East 1488.79 feet, along the arc of a 1560.00 foot radius curve to the left 116.88 feet (chord bears South $32^{\circ}45'15''$ East 153.81 feet), South $34^{\circ}54'02''$ East 786.39 feet, along the arc of a 1440.00 foot radius curve to the right 153.88 feet (chord bears South $31^{\circ}50'21''$ East 420.47 feet), South $28^{\circ}46'40''$ East 989.79 feet, South $32^{\circ}04'35''$ East 1085.01 feet, along the arc of a 1560.00 foot radius curve to the left 421.75 feet (chord bears South $39^{\circ}49'17''$ East 420.47 feet), thence North $89^{\circ}42'05''$ West partially along a fence line 3848.84 feet; thence North $89^{\circ}42'05''$ West 3444.32 feet; thence North $00^{\circ}19'40''$ East 1314.91 feet; thence South $89^{\circ}42'56''$ East 685.15 feet; thence North $00^{\circ}18'36''$ East 1973.24 feet; thence North $89^{\circ}46'03''$ West 686.11 feet; thence North $00^{\circ}11'29''$ East 654.28 feet; thence South $89^{\circ}42'21''$ East 658.25 feet; thence North $00^{\circ}15'32''$ East 1319.61 feet; thence South $89^{\circ}42'43''$ East 1600.76 feet; thence South $89^{\circ}42'43''$ East partially along a fence line 480.71 feet to the point of beginning.

Schedule ~~A~~ to Exhibit B
Phasing and Timing of Development

The development will proceed beginning in the summer of 2000, with Phase 1 containing 45 lots divided into plats and phases 2-6 containing 45 to 60 lots divided into plats as the market dictates. We expect to produce 200 to 300 lots per year beginning in 2001. As development continues we will develop school sites, church sites, city government center and commercial property as needed to meet demand.

EXHIBIT C
Deed Restrictions for Jacobs Ranch

1. Built in place, not pre-manufactured and moved in.
2. Rambler style home will have minimum of 1200 square feet living area on main floor above ground.
Multi-level home will have minimum of 1200 square feet living area on two above ground floors.
Two story home will have a minimum of 800 square feet on the main level, and not less than 1500 square feet total above ground.
3. Minimum 2 car enclosed garage.
4. Minimum 40% of exterior wall space covered in masonry material (ie brick, stucco, rock, etc.)
5. Roof pitch minimum of 5/12.

ENTRIES AND FENCING

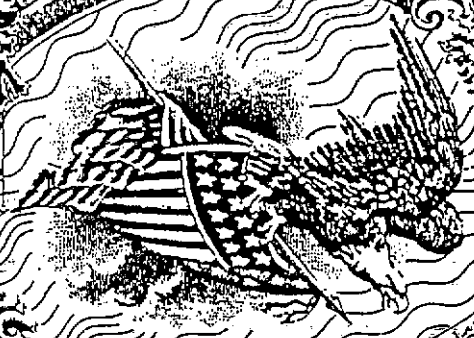
All residential property adjacent to Redwood Road will be separated from the park strip adjacent to road right of way by a vinyl fence, six feet high with masonry or stone pillars approximately 25 feet on center.

Each of the three major entrances to Development will include masonry or stone monuments with signage and grass median.

Exhibit D-1
Water Rights

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
JACOBS RANCH DEVELOPMENT

1. Developer will convey to Town the water rights covered by Water Right 55-9490 (a2406) (the "Subject Water Right") for inside culinary uses for up to 50 lots so long as the well capacity is acquired from Lake Mountain Development as set out in out in Exhibit D-2.
2. Developer will acquire and convey to Town water rights for inside use for all development beyond the first 50 lots. Unless the water right to be conveyed to Town has an approved Town well as an approved point of diversion, Developer will file a change application to change the point(s) diversion to the well from which Developer has or has an agreement to purchase well rights and the water right shall be approved for municipal or domestic use.
3. Developer intends to provide secondary water to Developer's Land by secondary water facilities described in Exhibit D-2. The portion of the Subject Water Right to cover 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 and/or irrigation. Developer shall be responsible to file any change application necessary for such point(s) of diversion and use.
4. Town 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 Town 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, Town may refuse to accept the assignment of that water right until the appeal is resolved satisfactorily to Town.
5. The portions of the Subject Water Right and other water rights required for each phase, shall be assigned to Town before the subdivision plat for said phase may be recorded.



THE COMPANIES MET

LAKE WINDSOR EXPORT CO.

East Jordan Irrigation Co.

East Jordan Irrigation Co.

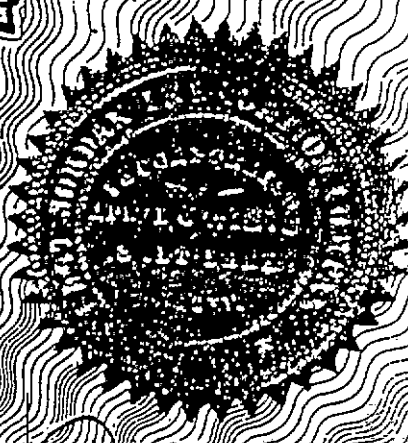
WITHOUT NOMINATION OR PAR VALUE

INCORPORATED UNDER THE LAWS OF

STATE OF UTAH

SHARES

No. 62520



Shapas

East

2001

0000 13

THE COMPANIES MET

LAKE WINDSOR EXPORT CO.

9 9 247R

APPLICATION FOR PERMANENT CHANGE OF WATER

Rec. by _____

Fee Paid \$ _____

Receipt # _____

STATE OF UTAH

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER:

WATER RIGHT NUMBER: -

This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.

1. OWNERSHIP INFORMATION.

A. NAME: East Jordan Irrigation Company INTEREST: 100%
c/o David B. Gardner
ADDRESS: 7555 South Woods Lane, Midvale, UT 84047

NAME: Lake Hills Development Company LLC
c/o Bill Young
ADDRESS: 65 North 100 East, Pleasant Grove, UT 84062

B. PRIORITY OF CHANGE: FILING DATE:

C. EVIDENCED BY:
a portion of 57-7637 (10 shares)

* DESCRIPTION OF CURRENT WATER RIGHT:

2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 48.4 acre-feet

B. SOURCE: Utah Lake and Jordan River COUNTY: Salt Lake

C. POINTS OF DIVERSION -- SURFACE:
(1) N 180 feet E 1880 feet from W $\frac{1}{4}$ corner, Section 26, T 4S, R 1W, SLBM
DIVERT WORKS: Turner Dam
SOURCE: Jordan River
(2) S 1000 feet W 40 feet from N $\frac{1}{4}$ corner, Section 25, T 5S, R 1W, SLBM
DIVERT WORKS: Utah Lake Pumping Plant
SOURCE: Utah Lake

3. WATER USE INFORMATION.

APPLICATION NUMBER:

for Water Right:

continued*****

Page:

* THE FOLLOWING CHANGES ARE PROPOSED:

5. SOURCE INFORMATION.

ENT 35955:2001 PG 19 of 32

A. QUANTITY OF WATER: 48.4 acre-feet

B. SOURCE: Underground Water Wells

COUNTY: Utah

C. POINTS OF DIVERSION -- UNDERGROUND: Changed as Follows:

- (1) N 1040 feet E 883 feet from SW corner, Section 19, T 5S, R 1E, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (2) S 1597 feet W 4503 feet from E½ corner, Section 2, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (3) N 2109 feet W 1642 feet from NE corner, Section 13, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (4) S 652 feet W 3000 feet from NE corner, Section 13, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (5) S 568 feet W 3790 feet from NE corner, Section 13, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (6) S 385 feet W 5087 feet from NE corner, Section 13, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet
- (7) S 1680 feet W 1043 feet from NE corner, Section 14, T 6S, R 1W, SLBM
WELL DIAMETER: 16 inches WELL DEPTH: 100 to 1,000 feet

D. COMMON DESCRIPTION: Saratoga Springs

6. WATER USE INFORMATION. Changed as Follows:

• DOMESTIC

• MUNICIPAL: from Jan 1 to Dec 31.

Saratoga Springs City.

7. SIGNATURE OF APPLICANT(S).

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application, through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s)

2
LAKE HILLS DEVELOPMENT COMPANY
LLC.

Bill M... ..
Signature of Applicant(s)
Pres. Carl...

MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
55-9490 (a24096)
PAGE 2-

ENT 35955:2001 PG 21 of 32

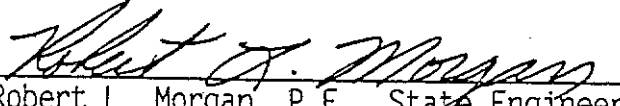
are not impaired by the change and no enlargement occurs. If, in a subsequent action, the court adjudicates that this right is entitled to either more or less water, the State Engineer will adjust the figures accordingly.

It is, therefore, ORDERED and Application Number 55-9490 (a24096) is hereby APPROVED subject to prior rights and the following conditions:

1. The change application is limited to the diversion of 48.4 acre-feet for the domestic use of 50 families and the irrigation of 6.475 acres of land.
2. The duly appointed river commissioner for Utah Lake and the Jordan River shall reduce the diversion into the East Jordan Canal by the amount that would be equivalent to ten shares of stock. This water shall be made available to any party that can demonstrate to the satisfaction of the State Engineer that impairment has occurred.
3. Upon submittal of proof of change, the applicants shall provide evidence that the historic 9.68 acres has indeed been taken out of active irrigation.
4. The applicants shall install a permanent totalizing meter on each of the proposed wells and shall keep at least monthly records of all water diverted from each of the wells. The meters and the records shall be available to the State Engineer or his representative at all reasonable times to regulate this change application.

This Decision is subject to the provisions of Rule R655-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 12th day of May, 2000.


Robert L. Morgan, P.E., State Engineer

MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
55-9490 (a24096)
PAGE 3-

ENT 35955:2001 PG 22 of 32

RLM:JER:et

Mailed a copy of the foregoing Memorandum Decision this 12th day of May, 2000,
to:

East Jordan Irrigation Company
c/o David B. Gardner
7555 South Woods Lane
Midvale, UT 84047

Lake Hills Development Company LLC
c/o Bill Young
65 North 100 East
Pleasant Grove, UT 84062

Central Utah Water Conservancy District (late)
355 West University Parkway
Orem, UT 84058-7303

Jordan Valley Water Conservancy District
c/o Richard P. Bay (late)
8215 South 1300 West
West Jordan, UT 84088-0070

PacifiCorp
c/o Jody L. Williams
50 West Broadway, 8th Floor
Salt Lake City, UT, UT 84101

USA Bureau of Reclamation
ATTN: Jonathan Jones
302 East 1860 South
Provo, UT 84606-7317

Brad Gardner
7555 S. Wood Lane
Midvale, UT 84047

BY:



Eileen Tooke, Secretary

Exhibit D-2
Water Facilities

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
JACOBS RANCH DEVELOPMENT

1. Culinary water service will be provided to Developers Land by Well #3, Water Tank No. 2 and water lines constructed by Lake Mountain Development LLC ("LMD") and Lake Mountain Mutual Water Company ("Water Company") for its initial development. Developer is acquiring the capacities in those facilities from LMD with the consent of Water Company. The agreements between Developer and LMD and Water Company are attached as Attachments 1 and 2 to this Exhibit D-2.

2. Developer shall build or acquire and convey to Town facilities capable of providing secondary water service to its development and water rights for the secondary system. If Town builds or acquires facilities capable of providing secondary water to Developer's Land, Town may make those facilities available to Developer on a mutually agreeable basis.

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

2000202

Exhibit E-1
Sewer Facilities

ENT 35955:2001 PG 24 of 32

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
JACOBS RANCH DEVELOPMENT

1. An offsite sewer line that can serve a portion of the Development of Developer's Land are being constructed with other parties in the vicinity of Developer's land. Developer will be purchasing 349 sewer connections from Saratoga Springs Development LLC in that Line. the description of the facilities and the agreements for the construction of the offsite sewer facilities are attached as Attachments 1 and 2 to this Exhibit E-1.

2. Developer will build a ___ inch sewer line from the above sewer line to Developer's Land (the "Offsite Sewer Line"). That Offsite Water Line and any required easements will be conveyed to the Town. The Offsite Water Line will be built or bonded for prior to recording the first subdivision plat.

3. Sewer capacity for development of Developer's Land above the 349 connections set out above will be provided on a basis not yet determined but that must be approved by Town.

4. The sewer facilities required for sewer service will be conveyed to Town prior to recordation of a subdivision plat.

Parsons Engineering Science, Inc. • A Unit of Parsons Infrastructure & Technology Group
406 West South Jordan Parkway, Suite 100 • South Jordan, Utah 84095 • Phone: 801-570-8800 • Fax: 801-570-8801

ENT 35955:2001 PG 25 of 32

March 6, 2000

Town of Saratoga
Planning Commission
9484 West 7350 North
Saratoga, Utah 84043

Re: Engineer's Opinion Letter - Saratoga Springs Development Phase 3
Sewer System

Dear Planning Commission:

In accordance with development requirements of the Town of Saratoga Springs, I am providing this Engineer's Opinion Letter on the sewer collection systems for Saratoga Springs Development.

I designed and tested the sewer collection system and concluded that the system's capability meets and exceeds the requirements for both Utah County and the Utah State Division of Water Quality. The collection system through Phase 1 and 2 was approved by the Town for 2,773 connections. The capacity of the wastewater lift station with just the first two pumps installed is 1,100 gallons per minute. This represents 1,864 connections at 3.4 persons per connection. This was the density approved at the time of the design.

The wastewater collection facilities through the Phase 3 Saratoga Springs Development is currently being planned and designed. The gravity collector will be sized between 15 and 10-inches and will serve between 1913 and 434 connections, respectively. These sizes and grades are based on 3.7 persons per connections. The gravity sewer will serve the following participating developments:

Development	Equivalent Residential Units
Saratoga Springs Phase 3	650
Knight West	349
Onaroc	480
Hatton	134
Lake Mountain Estates	300
Total	1,913

Saratoga Hills Development is not included because it discharges into the gravity sewer in Phase 2 of Saratoga Springs Development. The combined units for Saratoga Phases 1 and 2, Saratoga Hills and the above 1,913 units is the 2,773 units previously approved for the north part of the system.




Exhibit E-1

It is my opinion that the proposed collection system for Phase 3 and the existing gravity sewer system has sufficient capacity for Saratoga Springs Development, Phase 3 and the other participating developments. The north lift station could double in capacity by the addition of a third pump but is not needed for the 1,197 units associated with Saratoga Springs Development. Of the remaining 667 units in the existing 2-pump station, 314 are allocated to Saratoga Springs Development and 353 are allocated to Onaroc. Development above these projects will require the addition of the third pump.

I hope this explanation of the sewer system capacities is helpful. Please call if you require additional information or clarification.

Sincerely,



Rick J. Cox, P.E.
Supervising Engineer

cc:

Mike Dortch
Project Manager
Saratoga Springs Development
P.O. Box 35
Lehi, Utah 84043

EXHIBIT E-2
STORM DRAIN PHASING
(Amended)

The Master Development Plan and the Original Exhibit E-2 provide that storm drainage for the first six phases would be handled by detention basins/parks on site and subsequent phases would be piped to Utah Lake through a Town owned system. A storm drain line is being bonded with Plat A to carry water from Developer's Land through the Saratoga Springs Development LLC Golf Course property. However, storm drainage has not been master planned or designed for Developer's Land (including the first six phases). Such storm drainage shall be master planned prior to recording any additional plats. This Exhibit E-2 will be supplemented or amended based upon the master plan and design.

EXHIBIT E-2
STORM DRAIN PHASING

Storm drainage in the first six phases will be handled by detention basins/parks on site. Future phase storm drainage shall be piped to Utah Lake through the Town-owned system.

EXHIBIT E-3
ROAD PHASING

Phase 1-complete major south entry to the Development, including 114 foot wide right of way with a grass median. That road will then narrow to a 66 foot wide collector road and connects to the remaining.

Phases 2 through 6 roads will be completed according to the Development plans.

A second access acceptable to Town will be provided in connection with development of Phase 2.

Parks and Open Space Dedications ENT 35955:2001 PG 30 of 32

All parks and open spaces shall be dedicated to the Town of Saratoga Springs, or to specific Home Owners Associations as part of the Owners dedication on the plat to which they pertain.

EXHIBIT F
CAPACITY RESERVATIONS

Sewer: Developer has 359 sewer connections reserved. Additional sewer connections will necessitate a cooperative new sewer main line north on west Lake Road, then East to connect in to the TSSD line.

Water: Developer has 200 water connections reserved. Additional water connections will be traded for when Developer installs a water tank on the project.

EXHIBIT G
IMPACT FEE CREDITS

Any impact fee credits will be negotiated and approved by Town on a Subdivision Plat basis or this Exhibit G will be supplemented or amended based upon subsequent negotiations of impact fee credits.

2001127