

ENT 5707:2006 PG 1 of 24  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Jan 17 3:40 pm FEE 0.00 BY KH  
RECORDED FOR SARATOGA SPRINGS CITY

**MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION**

**Aspen Hills Properties, L.L.C.**

MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION

THIS MASTER DEVELOPMENT PLAN AGREEMENT is enter into effective as of FEBRUARY 22, 2005 by and between the CITY OF SARATOGA SPRINGS (the "City) and Aspen Hills Properties (Developer").

RECITALS:

A. Developer owns or has contract rights to purchase the land hereinafter described which is located within the City ("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 Aspen Hills, 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 the Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developers 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 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 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 144 single family residential units as residential subdivisions 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 sets out the 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.

## 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 as amended as herein set out.

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 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.

2.3. Approval of Lot Size Reduction . The Master Development Plan approved concurrent with this Agreement allows for some lots to be less than the minimum 10,000 square feet required by the City's Development Code for land zoned R-1. Based upon the

recommendation of the Planning Commission, the City Council approves the reduction of the lots size by no greater than 10% and finds that such lot size reduction serves the public and neighborhood purposes of increased parks, recreation facilities and/or road amenities.

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 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 acquire from the City or 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 D-2 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. 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 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 E-1 to this Agreement. The construction 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 E-2 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 E-2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by the City as provided in said Exhibit E-2.

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 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 E-3 to this Agreement. The construction of onsite roads shall be governed by the Subdivision and/or Site Plan Agreement or other applicable agreement for each subdivision or phase of development. 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 E-3 to this Agreement.

3.2.4. Parks and Open Space. 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 the City 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 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 the City 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 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 of 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 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 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 Exhibit F to this 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 and culinary and/or secondary connection fees 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 Water Utilities Ordinance and shall be paid prior to the issuance of a building permit for any such development. Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G to this Agreement.

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 B-1** 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 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 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 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 the City's refusal to grant additional approvals as a result of breaches by Developer shall not excuse Developer from comply in 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. 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  
 1307 North Commerce Drive, Suite 200  
 Saratoga Springs, Utah 84043  
 Fax No. (801) 766-9794

To Developer: Aspen Hills Properties  
 Attention: Michael Hatch  
 383 E. 60 S.  
 American Fork, Utah 84001  
 Fax No. (951)

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 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. 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. [Notwithstanding any provision of this Agreement or law to the contrary and as partial consideration of the City entering into this Agreement, the parties agree that Developer is obligated to provide the improvements, dedications and significant benefits set out in Exhibit H to this Agreement and incorporated herein 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 City of Saratoga Springs, acting by and through the City Council, pursuant to the resolution of the City Council 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: [Signature]  
Mayor

Attest:

[Signature]  
City Recorder

DEVELOPER:

Aspen Hills Properties, L.L.C.

By: [Signature]  
Its Member



STATE OF UTAH            )  
                                      : ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 29 day of November, 2005, by TL PARKER as Mayor and LORI YATES as Recorder of the City of Saratoga Springs.

My commission expires:

3-3-2008

Alyson H. Alger  
Notary Public

Residing at: Saratoga Springs Utah



STATE OF )

: ss.

COUNTY OF )

The foregoing instrument was acknowledged before me this 4 day of November, 2005, by James H. Hobbs as Member of Aspen Hills Properties L.L.C.

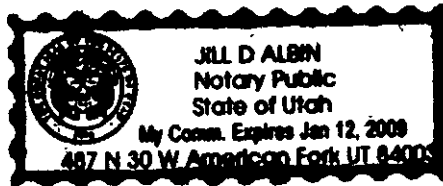
My commission expires:

\_\_\_\_\_

Jill D. Albin  
Notary Public

Residing at: \_\_\_\_\_

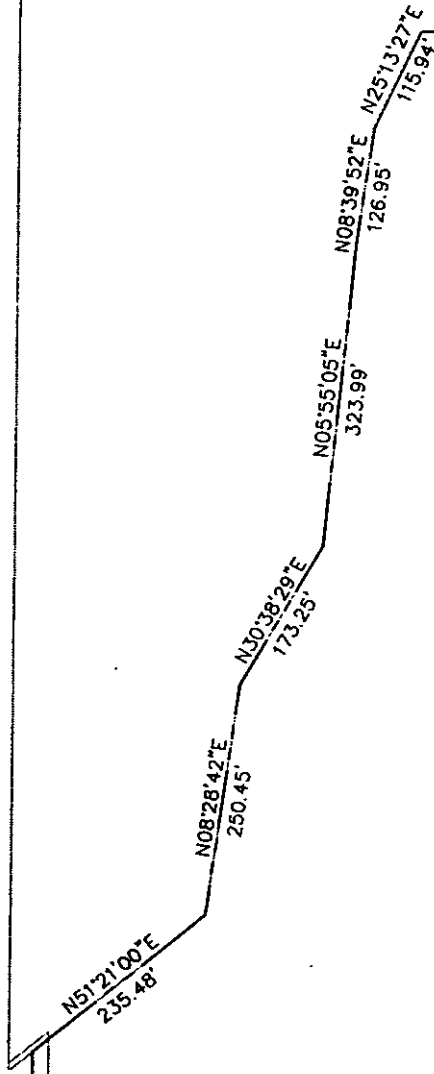
2004405



N89°17'21"W  
1301.00'

ENT 5707:2006 PG 13 of 24

PARCEL A  
52.75 ACRES



PARCEL A

COMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°11'19" EAST 244.65 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 51°21'00" EAST 235.48 FEET; THENCE NORTH 08°28'42" EAST 250.45 FEET; THENCE NORTH 30°38'29" EAST 173.25 FEET; THENCE NORTH 05°55'05" EAST 323.99 FEET; THENCE NORTH 08°39'52" EAST 126.95 FEET; THENCE NORTH 25°13'27" EAST 115.94 FEET; THENCE SOUTH 89°17'21" EAST 1301.00 FEET; THENCE SOUTH 02°34'47" EAST 637.36 FEET; THENCE NORTH 89°51'28" EAST 877.14 FEET; THENCE SOUTH 54°10'00" WEST 1182.78 FEET; THENCE NORTH 89°55'56" EAST 1659.69 FEET ALONG THE SECTION LINE, TO THE POINT OF BEGINNING. CONTAINING 52.75 ACRES

NOTE  
THE BOUNDARY DESCR  
THE TIME THE FINAL S  
LINE AGREEMENTS CAN

REVISIONS				DESIGNED BY:	TGT
1	DATE	DESCRIPTION	BY	DRAWN BY:	TMT
2				CHECK BY:	TGT
3				DATE:	7/22/04
4				COORD FILE:	

N02°34'47"W  
637.36'

N89°51'28"E  
877.14'

S54°10'00"W  
1182.78'



(24"x36")  
SCALE: 1" = 100'  
(11"x17")  
SCALE: 1" = 200'

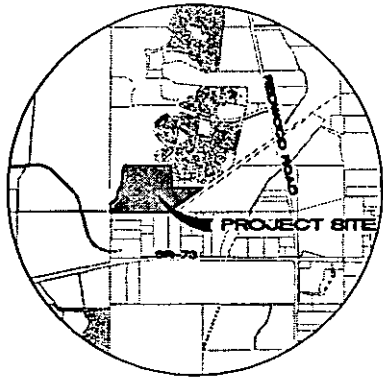
ALL DIMENSIONS MAY REQUIRE ADJUSTMENTS AT THE TIME OF CONSTRUCTION. DIMENSIONS SHOWN ARE TO BE COMPLETED AND BOUNDARY ADJUSTED THEREAFTER.

TOGA SPRINGS, UTAH

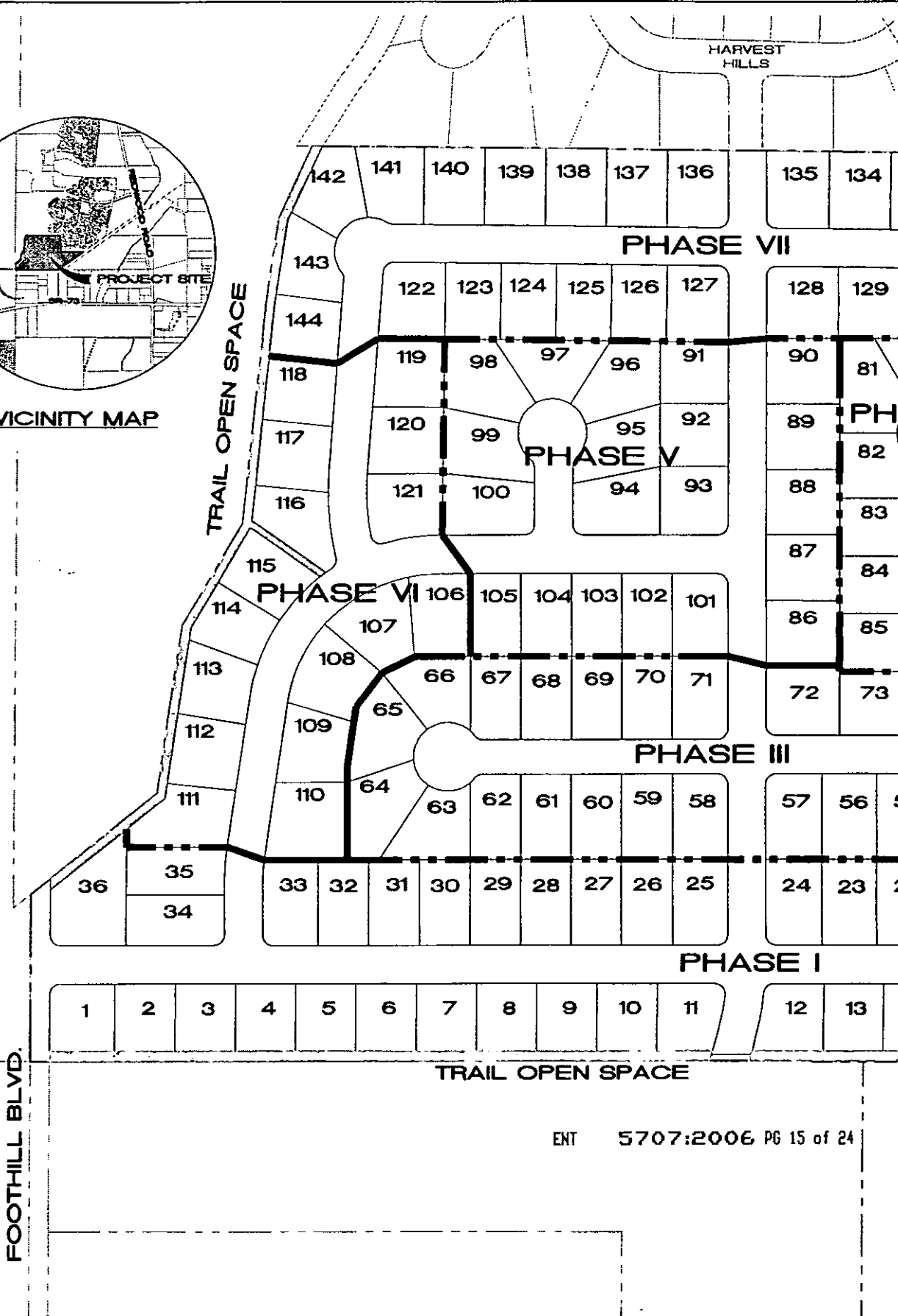
**ASPEN HILLS**  
A RESIDENTIAL SUBDIVISION

BOUNDARY DESCRIPTION

JOB  
CONC  
SHEET NO.  
1 OF 1



VICINITY MAP



FOOTHILL BLVD.

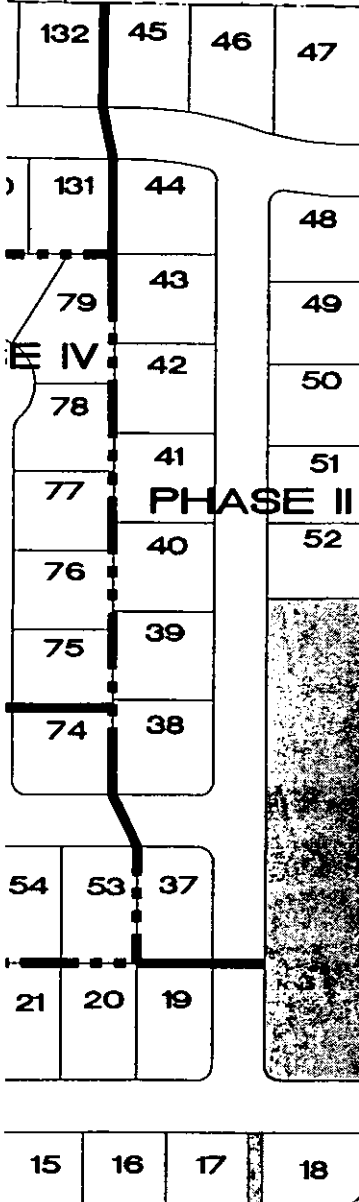
ENT 5707:2006 PG 15 of 24

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

**TRANE ENGINEERING, P.C.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

DESIGNED BY: TGT  
 DRAWN BY: TMT  
 CHECK BY: TGT  
 DATE: 7/22/02  
 COGO FILE:

ENT 5707:2006 PG 16 of 24

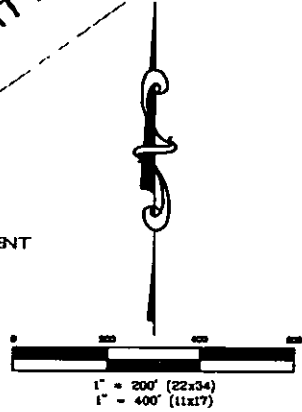


PHASE II

PARK  
OPEN SPACE

RAILROAD PROPERTY

FUTURE  
DEVELOPMENT



PHASING TABULATION	AREA
PHASE I = 36 LOTS	11.07 ACRES
PHASE II = 16 LOTS	5.47 ACRES
PHASE III = 22 LOTS	6.58 ACRES
PHASE IV = 11 LOTS	3.01 ACRES
PHASE V = 20 LOTS	6.08 ACRES
PHASE VI = 16 LOTS	5.25 ACRES
PHASE VII = 23 LOTS	7.01 ACRES
TOTAL = 144 LOTS	



**SCHEDULE B-1**  
**THE PHASING SCHEDULE**

ENT 5707:2006 PG 17 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
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PHASE 1	LOTS 1-36	JULY 1, 2005
PHASE 2	LOTS 37-52	JULY 1, 2005
PHASE 3	LOTS 53-74	JULY 1, 2005
PHASE 4	LOTS 75- 85	JULY 1, 2005
PHASE 5	LOTS 86-105	JULY 1, 2005
PHASE 6	LOTS 106-121	FEBRUARY 1, 2006
PHASE 7	LOTS 122-144	FEBRUARY 1, 2006

**Exhibit C**  
**Design Standards**

ENT 5707:2006 PG 18 of 24

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- 1,400 sq. ft. for a rambler
- 2,000 sq. ft. for a two story
- 100% masonry exteriors
- No siding
- Front yard landscaping to be required upon completion of home
- No white vinyl fencing. Tan vinyl or higher quality fencing to be allowed.

**Exhibit D-1**  
**Water Rights**

ENT 5707:2006 PG 19 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
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1. Developer will purchase water rights for culinary water service for development of Developer's Land from or through the City. Developer will either purchase water rights for development of Developer's land from or through the City or, with prior approval of the City, will acquire and convey to the City of Saratoga Springs water rights for secondary water service for development of Developer's Land.

2. If the Developer does not purchase secondary water rights for the Development of Developer's Land from or through the City, the secondary water rights to be conveyed to the City shall have approved points of diversion from City approved well sites and the water right shall be approved for municipal use within the City. Such water rights shall be subject to other conditions and requirements as the City may reasonably impose.

3. The City will not accept assignment of the water rights for development of Developer's Land until the City and its Staff have reviewed and approved the water right.

4. The water rights required for each phase, shall be assigned to the City or purchased from or through the City before the subdivision plat for said phase may be recorded or in the case of commercial and/or multi family Development before building permits will be issued.

**Exhibit D-2**  
**Water Facilities**

MASTER DEVELOPMENT PLAN AGREEMENT  
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ASPEN HILLS SUBDIVISION

1. Culinary water service will be provided to the Developer's Land by water facilities owned by the City.

2. Secondary water service will be provided to the Developer's Land by water facilities owned by the City. The City does not currently have water facilities necessary to provide secondary water service to Developer's Land. Developer may be required to assist in building water facilities for secondary water service by prepaying secondary water connection fees. If the City is unable to construct water facilities to provide secondary water service to Developer's Land without further assistance from Developer, Developer will either have to assist the City further in construction of secondary water facilities or delay development of Developer's Land until the City is able to build water facilities capable of providing secondary water service to Developer's Land. In the event that Developer is required to assist in the construction of water facilities beyond the amount of its total secondary water connection fees and such secondary water facilities will also benefit other development in the City, the City will require the other benefited developments to reimburse Developer or otherwise bear their share of such excess costs on a basis hereafter agreed between the Developer and the City at the time such secondary facilities are constructed.

**Exhibit E-1**

**Sewer**

ENT 5707:2006 PG 21 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION**

On site sewer lines will be installed by Developer as development progresses.

Developer will acquire sewer connections from the City and will pay impact fees for the same. Developer shall install all off site sewer lines necessary to connect its Development to an existing City sewer line capable of accepting the sewer connections from Developer's Land.

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**Exhibit E-2**  
**Storm Water**

ENT 5707:2006 PG 22 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION**

Storm water will be detained on the Development and will be released from Developer's Land at a maximum rate equal to the lesser of the historical rate or the rate allowed by the City's standards. Developer will be required to obtain and provide to the City a storm drain discharge easement from any property owner affected by the proposed discharge of storm water off of Developer's Land. Developer may not be required to provide discharge easements for discharges not to exceed historical discharges at historical locations.

Developer will provide for any existing natural storm water drainage and/or drainage channels across Developer's Land as required by the City Engineer.

**Exhibit E-3**

**Roads**

ENT 5707:2006 PG 23 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION**

The main entrance for development of Developer's Land on Redwood Road will be from Foothill Boulevard that connects to State Road 73. Foothill Boulevard is not in good enough condition at this time to serve as a main entrance to the proposed Development. Because Foothill Boulevard is in a location where a new highway is expected to be built in the future by the State of Utah, the City agrees that the Developer should not be required to build a new road to replace Foothill Boulevard. Therefore the City and the Developer have agreed that the Developer will make the following improvements to Foothill Boulevard between State Road 73 and the entrance to the proposed development:

Remove and replace the western shoulder of the road and the sub-base for parts of the western portion of the road that have deteriorated as recommended by a soils engineer acceptable to the City. Replace removed asphalt and overlay the remaining existing asphalted area so that there is a consistent 3½ inches of asphalt over the whole road. Construct a drain ditch along the west shoulder of the road. Make any improvements required by the State and/or the City to the intersection of Foothill Boulevard and State Road 73.

**Exhibit E-4**  
**Parks and Open Space**

ENT 5707:2006 PG 24 of 24

**MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
ASPEN HILLS SUBDIVISION**

Developer will either convey the whole Park Open Space Area set out in the Master Plan to the City in connection with the recording of the first subdivision plat or Developer will convey portions of the Park Open Space Area and/or the trail areas set out below to the City as each plat is recorded so that at all times open space equal to 15% of the developed area will have been dedicated to the City.

Developer will dedicate to the City the area along the Welby Jacob Canal for the Parkway being developed along the canal pursuant to an existing agreement between the City and Welby Jacob Canal Company at the time subdivision plats covering the Developer's Land adjacent to the Welby Jacob Canal are recorded. The required improvements for the Welby Jacob Canal Parkway will be bonded for with the other public improvements for the subdivision plats adjacent to the Welby Jacob Canal and will be maintained by the Developer for two years after they are approved and accepted by the City. Developer will be reimbursed for the improvements made to the Welby Jacob Canal Parkway by Developer from park impact fees.

Developer will dedicate the area referred to on the Master Development Plan as the South Trail at the time subdivision plats covering the Developer's Land adjacent to the South Trail are recorded. Developer shall make the South Trail improvements which shall be a concrete trail six feet wide and landscape the remainder of the South Trail area both according to the City Standards. Developer will be reimbursed for the costs of the South Trail improvements made by the Developer from park impact fees.