

When Recorded, Return To:
Bryan Todd
358 So. Rio Grande, Suite 200
SLC, UT 84101

00726731 Bk01679 Pg01167-01173
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 FEB 17 15:30 PM FEE \$25.00 BY GGB
REQUEST: HIGH COUNTRY TITLE

DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "**Agreement**") is entered into as of January 14, 2005, by **MOUNTAIN RED HAWK PARTNERS, LTD.**, a Texas limited partnership ("**Developer**") and **REDHAWK INVESTORS, L.L.C.**, a Utah limited liability company ("**Redhawk**").

A. Developer intends to have a Subdivision Plat recorded in Summit County, Utah (the "**Plat of the Development**") for the real property located in Summit County, Utah legally described on **Exhibit A** attached hereto (the "**Development**");

B. Developer owns the real property located in Summit County, Utah legally described on **Exhibit A** attached hereto, except for that portion of the real property described on **Exhibit B** attached hereto, and except for that portion of the real property described on **Exhibit A** as "Parcel 2";

C. Redhawk owns the real property located in Summit County, Utah legally described on **Exhibit B** attached hereto (the "**Lot**");

D. The parties desire to include the Lot in the Plat of the Development, and to adjust the boundaries of the Lot to facilitate the construction of Developer's road servicing the Development; and

E. The parties agree that the intent of this Agreement is to adjust the boundaries of the Lot to the configuration shown in **Exhibit D**;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

1. The parties shall include the Lot in the plat of the Development, and Redhawk shall sign the same. Developer shall, as soon as the documentation can be prepared, but no later than 20 days after the date hereof, quit-claim to Redhawk the land legally described on **Exhibit C**, subject only to matters reasonably acceptable to Redhawk. Developer shall cause all parties holding liens on such quit-claimed property to release their liens against the same prior to conveyance, and shall provide Redhawk standard owner's title insurance on the same at the time of conveyance in the amount of one hundred thousand dollars (\$100,000.00). Developer represents and warrants that it has had its engineers prepare **Exhibit D** attached hereto, and that the same accurately depicts the Lot both (a) as it currently exists and is legally described on

BK1679.PG1167

Exhibit B (with the current westerly boundary shown by the dashed line), and (b) as it will be quit-claimed as described above to Redhawk and is legally described on **Exhibit C** (with the new westerly boundary shown by the solid line).


2. At the same time as Developer constructs the roads and utilities servicing the Development, Developer shall construct and install, at no cost to Redhawk: (a) a road providing access to the Lot, adjacent to the entire westerly lot line thereof and connecting to the road system of the Ridge at Red Hawk Subdivision, of the same quality and serviceability as the principal roads of the Development; and (b) utility connections, including water, stubbed from the mains to the eastern edge of the roadway which runs along the westerly lot line of said Lot, except that electrical utility supply will be provided along said roadway as installed by the electrical company, of the same quality and serviceability as all principal utility lines of the Development.

3. This Agreement shall run with and benefit and bind the land. In the event Developer conveys its interest in the Development to another party, Developer shall be released from its obligations under Section 2 above, which shall then be binding upon the new owner of the Development. In the event of litigation related to this Agreement, the non-prevailing party shall pay the prevailing party's attorney fees, and venue shall be only in Salt Lake County, Utah.

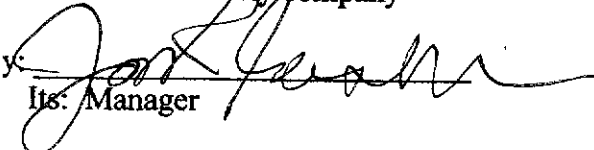
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

MOUNTAIN RED HAWK PARTNERS, LTD.,
a Texas limited partnership

By: Its General Partner,
S&K Development Company, Inc.
a Texas Corporation

By: 
Bill Sadler
Its: Executive Vice President

REDHAWK INVESTORS, L.L.C.,
a Utah limited liability company

By: 
Its: Manager

Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC

STATE OF TEXAS;
COUNTY OF TRAVIS:



On the 17 day of January, 2005, personally appeared before me Bill Sadler and duly acknowledged to me that s/he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC:

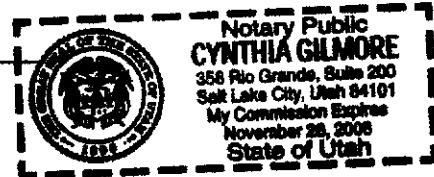
Robyn Ravgiala

STATE OF UTAH;
COUNTY OF Salt Lake:

On the 18th day of January, 2005, personally appeared before me John R. Caswell and duly acknowledged to me that s/he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC:

Cynthia Gilmore



Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC

EXHIBIT A
LEGAL DESCRIPTION OF THE DEVELOPMENT

The Proposed Red Hawk Ranch, Plat F Subdivision, being more particularly described as follows:

Parcel 1

Beginning at the GLO stone monument set at the South Quarter Corner of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian, basis of bearing is North 89°59'42" West from the Southeast Corner to the South Quarter Corner of said Section 31 (basis of bearing matching grid bearing of the Utah Coordinate System of 1983 North Zone); thence North 89°59'15" West 2998.44 feet to the Northwest Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 01°03'59" East 2163.63 feet along the section line to the West Quarter Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 01°02'34" East 455.26 feet along the section line to the Northwest Corner of Lot 2, The Ridge at Red Hawk, a subdivision located in a portion of Sections 5, 6, 7, and 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Summit County, Utah, said corner of Lot 2 located according to the official recorded plat thereof 2232.58 feet Northerly along the section line from the Southwest Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the boundary of said The Ridge at Red Hawk subdivision the following (7) courses (all references to Lots being Lots in said The Ridge at Red Hawk subdivision and the bearings of these 7 courses rotated 00°03'55" counter clockwise from those of the recorded The Ridge at Red Hawk plat maintaining all bearings of this description on the same basis of bearing): (1) North 88°57'41" East 2372.15 feet along the Northerly boundaries of Lot 2, Lot 3 and Lot 4 to the common Northerly corner of Lot 4 and Lot 34; (2) South 71°18'55" East 1667.24 feet along the Northerly boundary of Lot 34 to the Northeasterly corner of Lot 34 common to Lot 33 and Lot 34, said Northeasterly corner of Lot 34 being a point of cusp on a curve concave to the West having a radius of 585.00 feet and a central angle of 11°15'30" and being subtended by a chord which bears North 01°40'48" West 114.76 feet; (3) Northerly along said curve 114.95 feet along the boundary of Lot 33; (4) North 89°56'05" East 698.75 feet along the boundary of Lot 33; (5) South 17°20'38" West 98.00 feet along the boundary of Lot 33; (6) South 29°12'01" East 256.14 feet along the boundary of Lot 33; and (7) South 10°51'00" East 143.13 feet along the boundary of Lot 33; thence North 68°56'02" East 506.39 feet to the beginning of a curve tangent to said line; thence Easterly and Northeasterly 64.02 feet along the curve concave to the Northwest, having a radius of 100.00 feet and a central angle of 36°40'51" to a point of a reverse curvature; thence Northeasterly and Easterly 95.58 feet along the arc of said curve concave to the South having a radius of 75.00 feet and a central angle of 73°01'04" to a point of reverse curvature; thence Easterly 51.66 feet along the arc of said curve concave to the North having a radius of 100.00 feet and a central angle of 29°35'49" to the Easterly section line of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 00°02'25" West 384.29 feet along the Easterly line of said Section 6; thence North 55°07'10" West 1045.43 feet; thence North 80°35'26" East 869.01 feet to the Easterly section line of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 00°10'51" East 2072.69 feet along the Easterly section line of said Section 6 to the Northeast Corner of said Section 6; thence North 89°59'42" West 2480.75 feet along the section line to the Point of Beginning.

Summit County Tax Serial Numbers: SS-14-A and SS-14-B

Parcel 2

Beginning at the Southwest Corner of Section 32, Township 1 North, Range 4 East, Salt Lake Base and Meridian and running thence North 225 feet; thence East 200 feet; thence South 225 feet; thence West 200 feet to the Point of Beginning.

Summit County Tax Serial Number: SS-152-9

Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC

EXHIBIT B
LEGAL DESCRIPTION OF THE LOT

Beginning at a point which lies on the Northeast corner of Lot 33, of "The Ridge at Red Hawk" Subdivision, said point also lies North 89°54'18" East along the Section line 1922.15 feet, and North 1840.79 feet from the South quarter corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence West, along the Northerly line of said Lot 33, 742.91 feet; thence North 12°14'59" West 143.31 feet to the point of curve of a 90.00 foot radius curve to the right, center bears North 77°45'01" East; thence Northeasterly along the arc of said curve 122.78 feet, through a central angle of 78°09'59"; thence North 65°55'00" East 167.43 feet to the point of curve of a 100.00 foot radius curve to the left, center bears North 24°05'00" West; thence Northeasterly along the arc of said curve 122.14 feet, through a central angle of 69°58'46" to the point of reverse curve of a 350.00 foot radius curve to the right, center bears North 85°54'14" East; thence Northeasterly along the arc of said curve 261.80 feet, through a central angle of 42°51'25" to the point of reverse curve of a 75.00 foot radius curve to the left, center bears North 51°12'21" West; thence Northeasterly along the arc of said curve 64.99 feet through a central angle of 49°39'03"; thence North 79°08'36" East 346.10 feet; thence South 32°29'43" East 31.05 feet; thence South 21°21'03" East 174.05 feet; thence South 00°27'45" West 163.61 feet; thence South 13°41'36" East 156.17 feet; thence South 02°36'16" East 137.50 feet; thence South 17°24'33" West 144.00 feet to the point of beginning.

SS-14-A

Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC

EXHIBIT C
LEGAL DESCRIPTION OF PROPERTY
TO BE QUIT CLAIMED

LEGAL DESCRIPTION OF: Lot F1 of the RED HAWK RANCH PLAT "F"

Beginning at a point which lies on the northeast corner of Lot 33, of "The Ridge at Red Hawk" Subdivision, said point also lies N89°54'18"E, along the section line, 1922.15 feet, and North, 1840.79 feet from the south quarter corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian and running thence West, along the northerly line of said Lot 33, a distance of 698.75 feet to a point;

THENCE along a curve to the left whose radius is 100.00 feet
an arc length of 90.58 feet, whose chord is
N 33°15'20" W with a chord length of 117.74 feet with a delta angle of
51°54'04" to a point;

THENCE along a curve to the right whose radius is 100.00 feet
an arc length of 220.84 feet, whose chord is
N 04°03'36" E with a chord length of 178.62 feet with a delta angle of
126°31'56" to a point;

THENCE N 67°19'34" E, a distance of 178.40 feet to a point;

THENCE along a curve to the left whose radius is 100.26 feet
an arc length of 105.18 feet, whose chord is
N 36°01'22" E with a chord length of 104.18 feet with a delta angle of
62°26'23" to a point;

THENCE N 00°14'54" E, a distance of 72.26 feet to a point;

THENCE along a curve to the right whose radius is 193.85 feet
an arc length of 62.81 feet, whose chord is
N 14°00'05" E with a chord length of 62.53 feet with a delta angle of
18°33'48" to a point;

THENCE N 23°16'59" E, a distance of 32.30 feet to a point;

THENCE along a curve to the left whose radius is 200.00 feet
an arc length of 133.64 feet, whose chord is
N 03°51'44" E with a chord length of 131.17 feet with a delta angle of
38°17'09" to a point;

THENCE N 79°19'43" E, a distance of 391.51 feet to a point;

THENCE S 32°33'38" E, a distance of 31.05 feet to a point;

THENCE S 21°24'58" E, a distance of 174.05 feet to a point;

THENCE S 00°23'50" W, a distance of 163.61 feet to a point void;

THENCE S 13°45'31" E, a distance of 156.17 feet to a point;

THENCE S 02°40'11" E, a distance of 137.50 feet to a point;

THENCE S 17°20'38" W, a distance of 144.00 feet to the point of beginning.

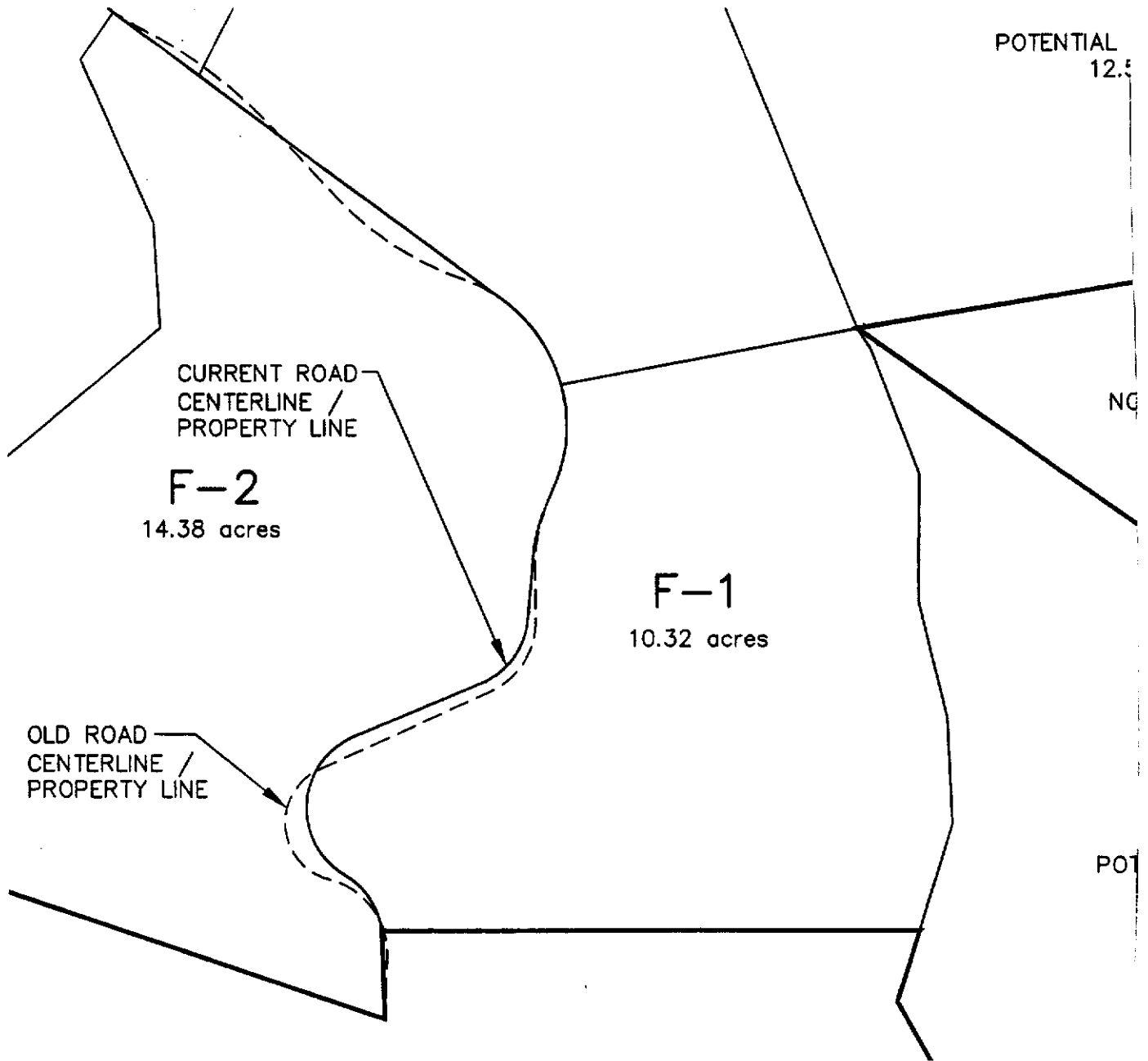
Containing an area of 449,672 sq.ft or 10.3231 acres, more or less.

All being more particularly described on a plat as lot F1 of the RED HAWK RANCH PLAT "F".

SS-14-A
SS-14-B

Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC

EXHIBIT D
BOUNDARIES OF THE LOT, DESIGNATED "F-1"



Development Agreement
between
Mountain Red Hawk Partners, Ltd.
and
Redhawk Investors, LLC