



**SIXTH AMENDMENT TO THE VILLAGES AT SARATOGA SPRINGS
(FOX HOLLOW) SECOND MASTER DEVELOPMENT AGREEMENT**

THIS SIXTH AMENDMENT TO THE VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW) SECOND MASTER DEVELOPMENT AGREEMENT (“**Amendment**”) is entered into this 19 day of SEPTEMBER, 2023, by SCP Fox Hollow, LLC, Cardinal Land Holdings IV, LLC, Hanahou, LLC, Fox Hollow 15, LLC, FH 2014, LLC, La Familia VSS, LLC, Pronova Holdings 4, LLC, Pronova Holdings 5, LLC, Patterson Homes, LLC, The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole), and PHI Properties, Inc. (individually, each a “**Developer**” and collectively, the “**Developers**”) and the City of Saratoga Springs, a Utah municipal corporation (“**City**”).

RECITALS

A. Developers and the City are parties to that certain *The Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement*, dated April 30, 2012, and recorded on June 20, 2013, as Entry Number 59718:2013 in the office of the Utah County Recorder, which was subsequently amended on approximately six (6) occasions (the “**Second MDA**”).

B. On April 11, 2023, Developers and the City executed that certain *Agreement Extending the Villages at Saratoga Springs (Fox Hollow) Second Master Development Agreement* thereby extending the term of the Second MDA for a period of six (6) months.

C. To accommodate the future expansion and installation of Foothill Boulevard over and across portions of several of the Developers’ respective properties (individually, each a “**Contributing Developer**” and collectively, the “**Contributing Developers**”), the City has requested, and the Contributing Developers have agreed to convey portions of their respective properties to the City in accordance with the terms and conditions contained herein. The Contributing Developers are identified on Exhibit A.

D. City has also requested that the 21.06 acre park required in the Second MDA be dedicated prior to or concurrently with this Amendment and the property owner, Cardinal Land Holding IV, LLC, has agreed.

E. In exchange for the conveyance identified in Recital C, and further described below, as well as the other consideration in this Amendment, the City has agreed to extend the Second MDA for a period of ten (10) years, as further described below.

F. Pursuant to Section 29.i of the Second MDA, the same may be amended by a written instrument agreed to and signed by the parties and, thereby, Developers and the City desire to further amend the Second MDA as set forth herein.

ENT 73946:2023 PG 1 of 20
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Nov 13 11:21 AM FEE 40.00 BY NG
RECORDED FOR SARATOGA SPRINGS

AGREEMENT

NOW, THEREFORE, in exchange for the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developers and City do hereby covenant and agree as follows:

1. Recitals and Exhibits. The foregoing Recitals and Exhibits that follow are incorporated herein and made a part hereof by this reference.
2. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Second MDA.
3. Extension of Second MDA and Subsequent Addenda and Amendments. Upon full execution of this Amendment, the term of the Second MDA shall be extended for an additional ten (10) years and will expire on October 30, 2033, unless further extended.
4. Foothill Boulevard.
 - a. Partial Conveyance. Within thirty (30) days following full execution of this Amendment, the Contributing Developers will convey a portion of their respective properties to the City via special warranty deed (collectively, the “**Conveyance**”). The portion of each Contributing Developer’s property to be conveyed to the City is graphically depicted on Exhibit A (each a “**Conveyed Property**” and collectively, the “**Conveyed Properties**”) with the legal metes and bounds description to be provided and mutually agreed upon following execution of this Amendment. If a Contributing Developer fails to timely convey its respective property within the foregoing timeframe, then the City shall provide written notice to such defaulting Contributing Developer and, thereafter, the defaulting Contributing Developer shall have an additional thirty (30) days to complete its portion of the Conveyance. For the Conveyed Properties, each Contributing Developer shall be responsible to pay any all past taxes, taxes due, tax liens, and late penalties and interest, and each Contributing Owner shall be responsible to pre-pay rollback taxes (or in lieu fee) and property taxes estimated that will be due for the remainder of the respective calendar year when the Conveyed Property is dedicated to City
 - b. Transfer of Existing Density. Each Contributing Developer shall have the unilateral right to transfer their current residential, commercial, or other densities, from its Conveyed Property, and future Right of Way for Mountain View Corridor, to its remaining property(ies) within each respective neighborhood, that are subject to the Second MDA, for current and/or future development. Any requests for density transfers to a different neighborhood shall constitute an amendment and be subject to the City Code as a legislative land use decision. Developers and City expressly agree that following mutual execution of this Amendment, the residential, commercial, and/or other densities vested with and on the Contributing Developers’ remaining properties shall not be reduced or decreased in any manner. With respect to a density transfer in the same neighborhood, each Contributing Developer shall comply in all respects to the Second MDA and Title 19 of the City Code in effect at the time of the density transfer unless strict compliance unreasonably impacts the vested density of the Contributing Developer’s respective property.

c. Subsequent Utah Department of Transportation Purchase. Contributing Developers and City expressly agree that if and when the Utah Department of Transportation (“UDOT”) purchases all or a portion of the Conveyed Properties from City, the Contributing Developers will receive all of the proceeds from such transaction, at the time of closing, pro rata in accordance with percentages established on Exhibit A (the “UDOT Proceeds”). Further, Contributing Developers and City expressly agree that the Contributing Developers may record a notice of interest, or similar instrument, against their respective Conveyed Property to secure payment of the UDOT Proceeds, and shall release such notice of interest or similar instrument concurrently with payment of the UDOT Proceeds. If UDOT purchases or otherwise receives title to the Conveyed Properties for no cost then the Contributing Developers will remove their notices of interest, or similar instruments, within ten (10) business days following: (i) confirmation, by evidence reasonably satisfactory to the Contributing Developers, that no consideration will be given by UDOT to the City for the Conveyed Properties, and (ii) UDOT’s demand. The anticipated full right-of-way shown on Exhibit A. So long as City complies with the requirements in this subparagraph 4.c., Contributing Developers hereby agree to waive their rights under Utah Code 10-9a-508, including the right to have the Conveyed Properties re-conveyed to them upon City’s disposal of the Conveyed Properties to UDOT.

5. Regional Park. The Second MDA requires Cardinal Land Holding IV, LLC to dedicate a 21.06 acre park to City, identified on Exhibit B (Exhibit D-1 of the Second MDA) as Park #2. The current owner of the park is Cardinal Land Holdings IV, LLC (“Cardinal”). Prior to or concurrently with execution of this Amendment, Cardinal shall dedicate the 21.06 acre park to the City, shall pre-pay all 2023 property taxes, including any rollback taxes if applicable, and each responsible Developer, as identified herein, shall pay off all Zone 2 SID assessments. City acknowledges the park is currently at-grade and, therefore, Cardinal’s obligations with respect to grading are fully satisfied upon dedication of the park. At the time of dedication Cardinal shall ensure all trash, debris, and construction materials including but not limited to silt fencing has been removed from the site.

a. Zone 2 SID Balance. The applicable Developers and City each acknowledge and agree that, as of the date of this Amendment, the outstanding amount of the Zone 2 SID balance is equal to Fifty Thousand Sixty-Six and No/100 Dollars (\$50,066.00) (the “Zone 2 SID Balance”). Exhibit C identifies (i) each Developer responsible for a portion of the Zone 2 SID Balance, and (ii) each responsible Developer’s estimated prorated share of the Zone 2 SID Balance, as of the date of this Amendment, which final prorated amount shall be determined at the time of payment.

6. Additional Water Right Fees. Furthermore, the City has discovered that the proportional water rights fees collected with each plat as a prepayment of the water right fees are insufficient to cover the City’s costs in paying the water right fees. Developers agree to pay to City for the remaining water rights at the then-current water right fees when each plat is recorded to reflect the City’s rates in effect when each future plat is recorded. Exhibit D provides an update to Exhibit A of Exhibit I of the Second MDA.

7. Scope of Changes. To the extent that the terms or provisions of this Amendment conflict or are inconsistent with the terms and provisions of the Second MDA, the terms and

provisions of this Amendment shall control. Developers and City hereby incorporate and ratify the terms and provisions of the Second MDA, as amended herein, and acknowledge that, except as herein modified, the Second MDA shall remain in full force and effect in accordance with its terms and provisions.

8. Binding Effect. Upon full execution by the Developers and the City, this Amendment shall be binding on the same and their respective successors, heirs, and permitted assigns.

9. Counterparts. This Amendment may be executed in one or more counterparts which may be exchanged by traditional or electronic means and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Developers and City have executed this Amendment as of the date set forth above in the preamble.

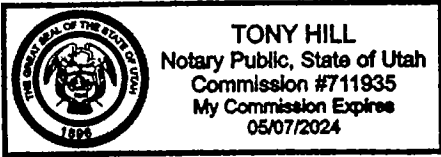
DEVELOPERS:

SCP FOX HOLLOW, LLC:


By: 

Its: Manager CHAD BESSINGER

STATE OF UTAH)
) :SS
COUNTY OF DAVIS)



The foregoing instrument was acknowledged before me this 13 day of SEPTEMBER, 2023, by CHAD BESSINGER, who executed the foregoing instrument in his or her capacity as the MANAGER of SCP FOX HOLLOW, LLC.


NOTARY PUBLIC
Residing at: DAVIS COUNTY

My Commission Expires:
MAY 7, 2024

CARDINAL LAND HOLDINGS IV, LLC:

By: _____

Its: _____

STATE OF UTAH)
) :SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

IN WITNESS WHEREOF, the Developers and City have executed this Amendment as of the date set forth above in the preamble.

DEVELOPERS:

SCP FOX HOLLOW, LLC:

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

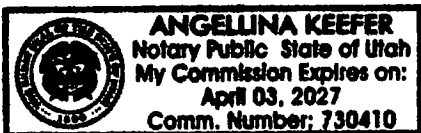
CARDINAL LAND HOLDINGS IV, LLC:

By: [Signature]

Its: Manager EDUARDO BAILEY

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 15th day of Sept., 2023 by Edward Bailey, who executed the foregoing instrument in his or her capacity as the Manager of Cardinal Land Holdings IV, LLC



[Signature]
NOTARY PUBLIC

Residing at: 1st 46755 Highland Dr. Halladay, UT 84117

My Commission Expires:
04/03/2027

HANAHOU, LLC:

By: Scott McCord

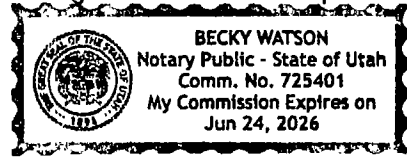
Its: Manager SCOTT MCCORD

STATE OF UTAH)
 :SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 15 day of September, 2023 by Scott McCord, who executed the foregoing instrument in his or her capacity as the Manager of Hanahou, LLC.

Becky Watson
NOTARY PUBLIC
Residing at: Saratoga Springs, Utah

My Commission Expires:
6/24/2026



~~FOX HOLLOW 15, LLC:~~

~~By: _____~~

~~Its: _____~~

STATE OF UTAH)
 :SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

FH 2014, LLC:

By: Stacey C Pettit

Its: managing member STACEY C. PETTIT

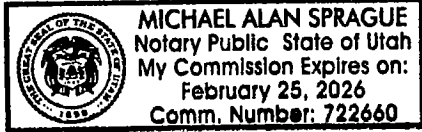
STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 19 day of September, 2023, by Stacey C. Pettit, who executed the foregoing instrument in his or her capacity as the Managing Member of FH 2014, LLC.

NOTARY PUBLIC

Residing at: Utah

My Commission Expires:
02/25/26



~~LA FAMILIA VSS, LLC:~~

~~By: _____~~

~~Its: _____~~

STATE OF UTAH)
)
) :SS
COUNTY OF _____)

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

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

FH 2014, LLC:

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

LA FAMILIA VSS, LLC:

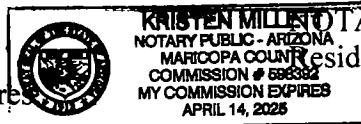
By: Jeffrey M. Anderson

Its: Manager

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

The foregoing instrument was acknowledged before me this 14th day of September, 2023, by Jeffrey M. Anderson, who executed the foregoing instrument in his or her capacity as the Manager of La Familia VSS, LLC.

Kristen Millitt



Residing at: Gilbert, AZ

My Commission Expires:
4-14-25

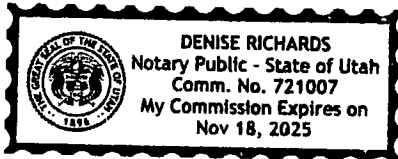
PRONOVA HOLDINGS 4, LLC:

By: Curtis Wolthuis

Its: Manager CURTIS WOLTHUIS

STATE OF UTAH)
 :SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 13 day of Sept, 2023 by Curtis Wolthuis, who executed the foregoing instrument in his or her capacity as the manager of pranova holdings 4, LLC



[Signature]
NOTARY PUBLIC
Residing at: Orem, UT

My Commission Expires:
11.18.25

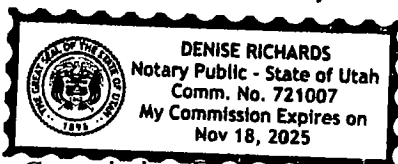
PRONOVA HOLDINGS 5, LLC:

By: Curtis Wolthuis

Its: manager CURTIS WOLTHUIS

STATE OF UTAH)
 :SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 13 day of Sept, 2023 by Curtis Wolthuis, who executed the foregoing instrument in his or her capacity as the manager of pranova holdings 5, LLC



[Signature]
NOTARY PUBLIC
Residing at: Orem, UT

My Commission Expires:
11.18.25

PATTERSON HOMES, LLC:

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS (f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints)

By: Joseph Lowe

Its: Authorized Agent JOSEPH O. LOWE

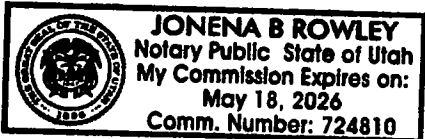
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of SEPTEMBER, 2023 by Joseph D. Lowe, who executed the foregoing instrument in his or her capacity as the AUTHORIZED AGENT of JFL

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole fka Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole JFL

Jonena B Rowley
NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:
05/18/2026



PATTERSON HOMES, LLC:

By: [Signature]

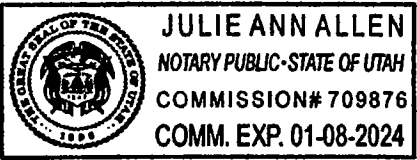
Its: Manager

STATE OF UTAH)
)
:SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 7 day of November, 2023 by Scott Dunn, who executed the foregoing instrument in his or her capacity as the Manager of Patterson Homes

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

My Commission Expires:
01-08-2024



THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS (f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints)

By: _____

Its: _____

STATE OF UTAH)
)
:SS
COUNTY OF _____)

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

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

PHI PROPERTIES, INC.:

By: Blaine Patterson

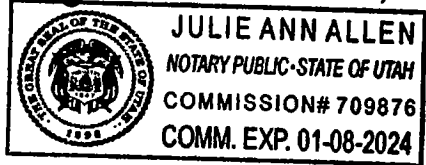
Its: Blaine E. Patterson, President

STATE OF UTAH)
)
:SS
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 13 day of September, 2023 by Blaine Patterson, who executed the foregoing instrument in his or her capacity as the President of PHI Properties.

Julie Ann Allen
NOTARY PUBLIC
Residing at: Eagle Mountain, Utah

My Commission Expires:
01-08-2024



CITY:

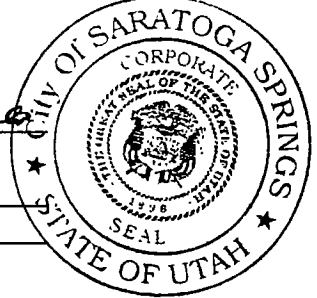
CITY OF SARATOGA SPRINGS

Mark J. Christensen

By: MARK J. CHRISTENSEN
Title: Mayer CITY MANAGER

ATTEST:

Cindy Lo Piccolo
By: CINDY LO PICCOLLO
Title: City Recorder



APPROVED AS TO FORM:

Kevin Thurman
By: KEVIN THURMAN
Title: City Attorney

State of Utah)
 §
County of Utah)

The foregoing instrument was acknowledge before me this 20th day of September, 2023, by Mark J. Christensen, who executed the foregoing instrument in his capacity as the City Manager of the City of Saratoga Springs, Utah.

Lucinda Lopiccolo
Notary Public

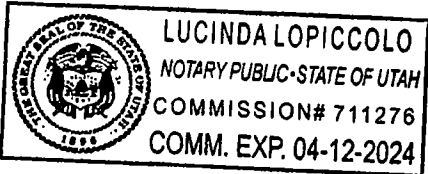


EXHIBIT A
 (Conveyed Properties and Conveying Developers)

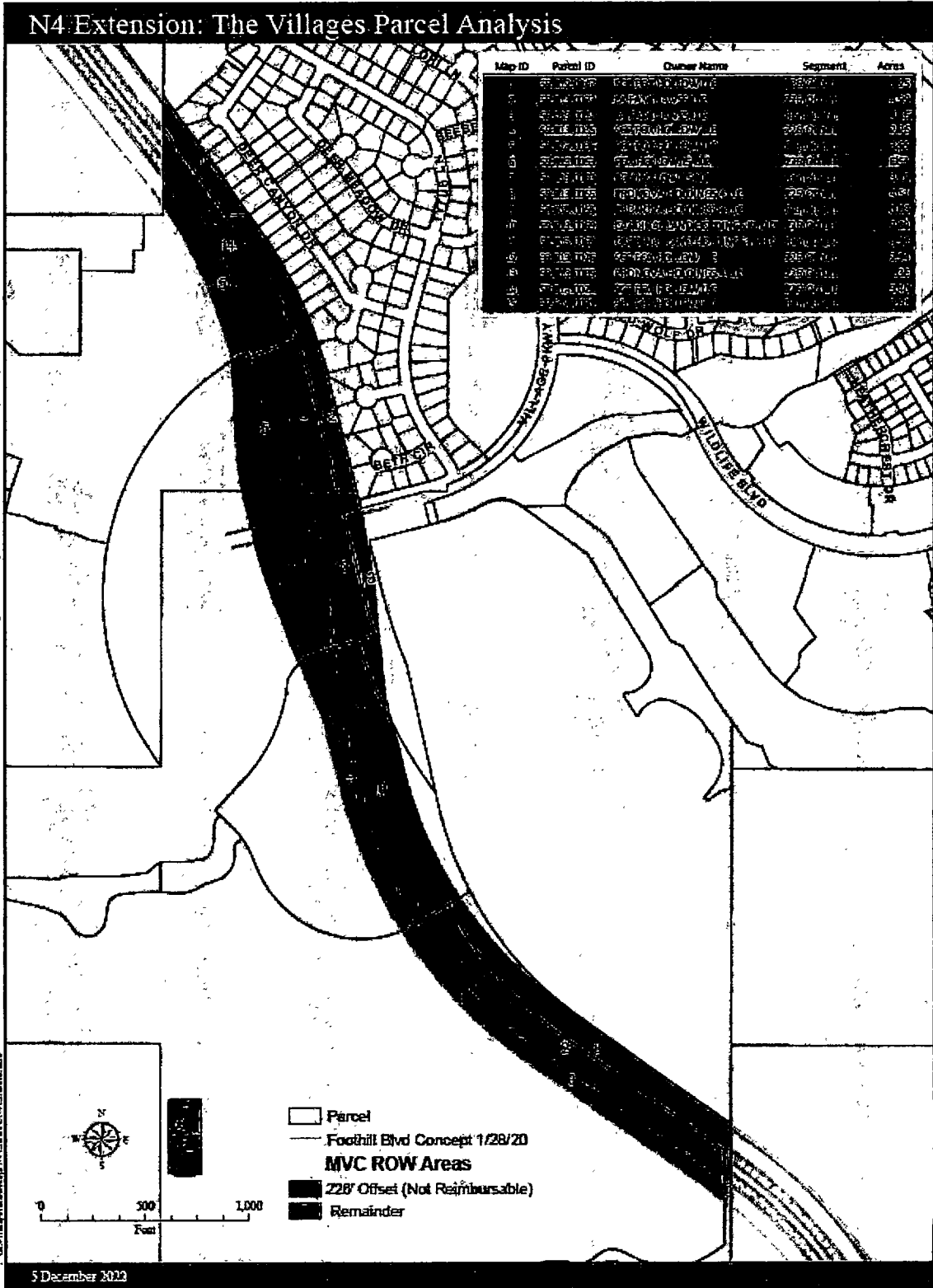


EXHIBIT B
(Graphic Depiction of Regional Park #2)

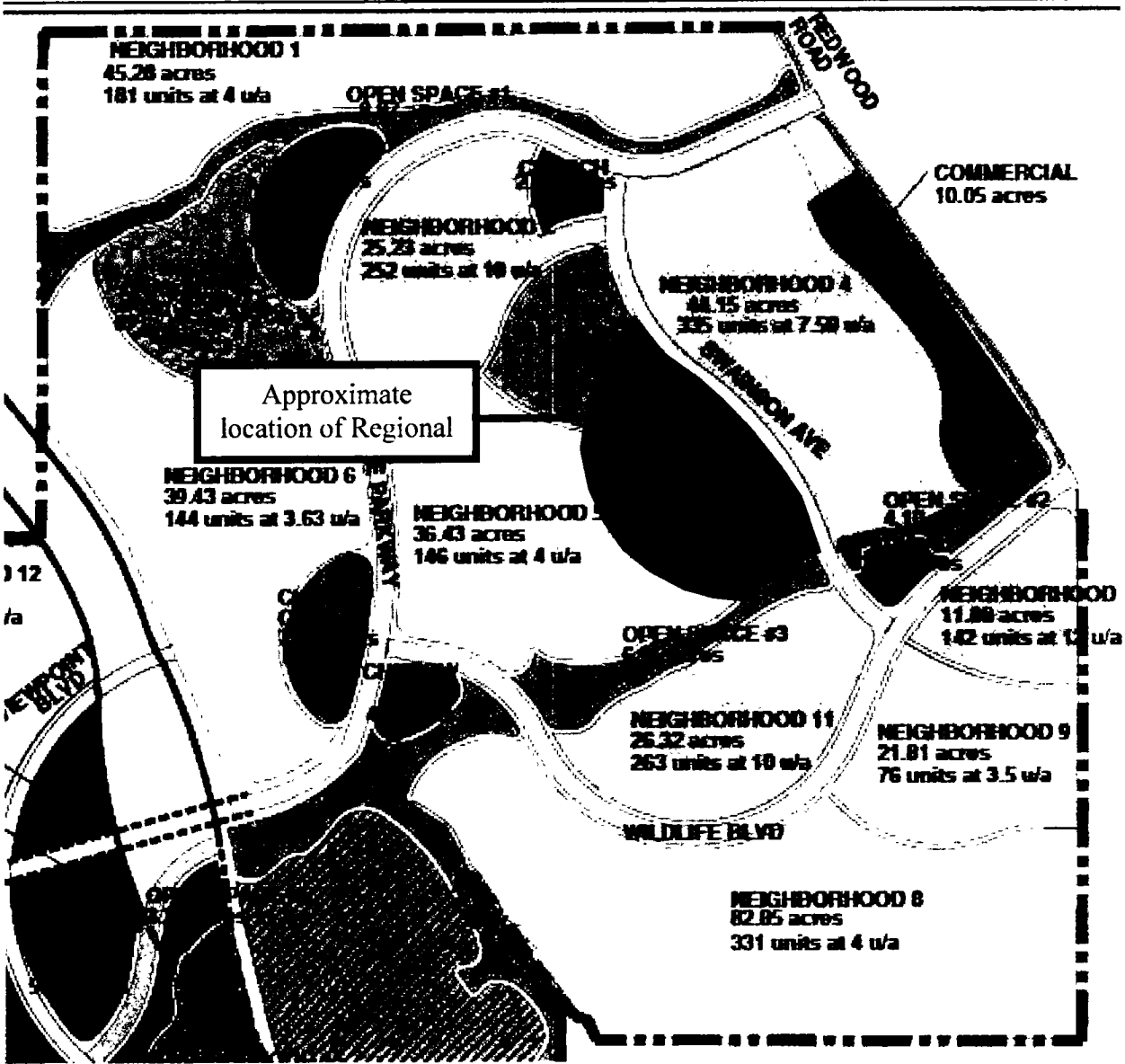


EXHIBIT C
(Regional Park SID Payoff Breakdown Zone 2)

Entity	Neighborhood	Units	% of units	% Cost of SID fee
SCP Fox Hollow, LLC	4	103	25%	\$12,639.21
Cardinal Land Holdings IV, LLC	4	205	50%	\$25,155.71
FH 2014, LLC	11	72	18%	\$8,835.18
PHI Properties, Inc.	8	28	7%	\$3,435.90
Totals		408	100%	\$50,066.00

Note: The numbers reflected in the above table are estimates only. The exact amount owed by each applicable Developer will be determined at the time of payment.

EXHIBIT D

**Updated Exhibit A of Exhibit I of the Second MDA
Regional Park Fee Allocation per Neighborhood and SID Payoff**

Exhibit "A"

**VILLAGES AT SARATOGA SPRINGS (FOX HOLLOW)
OPEN SPACE IMPROVEMENTS CLASSIFICATION
AND ALLOCATION METHODOLOGY**

Table A-1 Open Space Classification Equivalent Acres

Classification	Type	Equivalent Acres (EA)
1	Park / Zone 2	3.3
2	Park / Other Zones	3.1
3	Trail Corridor / Zone 2	2.2
4	Trail Corridor / Other Zones	1.9
5	Landscaped OS / Zone 2	1.8
6	Landscaped OS / Other Zones	1.6
7	Sensitive Lands	0.3
8	Trail Heads	2.7

Table A-2 Open Space Classifications

Improvement	Total Acreage	Classification
OS-1A	2.08	6
OS-1B	2.39	6
OS-4	14.67	4
OS-5	3.38	4
OS-6	120.01	7
OS-7	2.01	6
RP-1 (3)	21.06	N/A
Exhibit "N" Punch List Items	0.00	N/A
CP-2	9.97	1
NP-1	21.38	1
TH- 1	0.00	8
TH-2	0.00	8
TH-3	0.00	8
Total OS Acres	196.95	

Open Space improvement requirements for individual subdivisions will be determined as follows:

- 1) Initial Area (IA) calculation will be based on the total acreage associated with the final subdivision plat multiplied by 30%
- 2) City and Developer will determine which open space area(s) are eligible for improvement from the Parks and Open Space Improvements Summary found in Exhibit "I" of the Second MDA and find the Equivalent Acres (EA) in Table A-1 for that specific open space area.
- 3) Using the Equivalent Acres (EA) for the Classification, the open space improvement required will be determined by taking the Initial Area (IA) divided by the Equivalent Acres (EA) to determine the total amount of acreage to be improved by the subdivision ("Open Space Improvement Requirement" = IA/EA).
- 4) The actual open space acreage to be improved by the subdivision may be less or more than 30% depending on the Open Space Classification.
- 5) Regional Park (RP-1) - Each Property Owner to pay it's pro-rata share of the dedication costs estimated at 0.045 Acres per Acre
- 6) Any outstanding Zone 2 SID assessments must be paid and fully retired with the recordation of each subdivision final plat

Example -Subdivision final plat consists of 20.00 acres and the next eligible open space area for improvements is OS-5

20 acres x 30% = IA	6.00 acres
Open Space OS-5 Classification	Classification 4
Classification 4 Equivalent Acres (EA)	1.9 Acres
Open Space Improvement Requirement = IA/EA	6/1.9 = 3.15
Total Open Space Percentage (3.15/20)	15.65%
Pro-Rata Share of Regional Park (20 x 0.045)	0.9 Acres

MDA – OVERALL

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

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