

RETURN TO:

TOWN OF SARATOGA SPRINGS  
9484 WEST 7350 NORTH  
LEHI UTAH 84043

← (M)  
MASTER DEVELOPMENT AGREEMENT  
For  
Harvest Hills Master Planned Community

ENT 30255:2001 PG 1 of 57  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Apr 02 12:45 pm FEE 0.00 BY AC  
RECORDED FOR TOWN OF SARATOGA SPRINGS

THIS MASTER DEVELOPMENT PLAN AGREEMENT (this "Agreement") is entered into effective as of NOVEMBER 7, 2000, by and between THE TOWN OF SARATOGA SPRINGS ("Town") and WINDSOR DEVELOPMENT, LLC or assigns ("Windsor").

RECITALS:

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

B. Developer has proposed a Master Development Plan for the Development, which has been or is being reviewed and approved by the Town's Planning Commission and Town Council concurrent with this Agreement.

C. This Agreement is being entered into by Town and Developer to set out further Developer's rights and obligations with respect to the Development pursuant to Master Development Plan, 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. Town acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan.

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 references as are all other Exhibits referenced in this Agreement. 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 Crossroads Annexation and Development Agreement. Developer's Land is subject to an existing agreement between the Town and the Developer known as the "Crossroads Annexation and Development Agreement" ("Annexation Agreement"). It is the intent of the parties hereto that this Master Development Plan Agreement shall replace the Annexation Agreement as to the development requirements and standards for Developer's Land only (the land described in Exhibit A) but only so long as the Master Development Agreement is in effect. If this Agreement should become void or if the Town is found to be in default hereof, then the Annexation Agreement shall again have full force and effect regarding Developer's Land.

1.3. Master Development Plan. The Master Development Plan approved by Town concurrent with this Agreement provides for the proposed development of approximately 1,000 single-family, residential units, 500 multi-family units, and certain commercial and/or other uses in multiple phases as depicted in the Master Development Plan attached hereto as Exhibit B-1. The Master Development Plan sets out the approximate configurations, uses and densities for the Development 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 shall be as provided in the Master Development Plan and this Agreement.

1.4 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 (Exhibit C).

## 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 PUD Approval. Development in accordance with the Master Development Plan necessitates and is based upon approval of a Planned Unit Development ("PUD") overlay zone for Developer's Land. The Planning Commission has recommended, after appropriate notice and hearings, that the PUD overlay zone be approved for Developer's Land as reflected in the Master Development Plan and the Design Standards attached to and incorporated into this Agreement as well as the terms, conditions and requirements of this Agreement. It is understood that the PUD requirements that controlled the development of this property prior to this Agreement (and may control afterward as well if this Agreement becomes void) were those found in Exhibit C of the Crossroads Annexation Agreement rather than the Town's current PUD ordinance which did not exist at the time of the Crossroads Annexation. The Town Council concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing

and notice as required by the Town's Development Code, approves the PUD overlay zone for Developer's Land. The uses, densities, location, siting, design standards and number of residential units and/or other approved development reflect all variances and density bonuses and incentives agreed to as part of the approval of the PUD overlay zone for Developer's Land. Such approval is based upon substantial and reasonable compliance by Developer and/or its successors with this Agreement and the Master Development Plan and Design Standards incorporated in this Agreement.

2.3 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.

2.4 Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested rights 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 the Town's other ordinances, regulations and guidelines.

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 power, such legislation shall only be applied subject to paragraphs 2.3 above and only to modify the vested rights established by this Agreement based upon policies, facts and circumstances meeting the standards set forth in paragraph 2.3 above and 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. In the event of a conflict between this paragraph and paragraph 2.3 above, paragraph 2.3 shall control.

### III. INFRASTRUCTURE, DEDICATIONS AND FEES

#### 3.1. Compliance With Water Utilities Ordinance and Lake Mountain Mutual Agreement

3.1.1. Water Rights for Development. Developer shall convey to Town water rights sufficient for the Development as provided in the Master Development Plan in accordance with Town's Water Utility Ordinance. Such water rights for culinary water requirements must be approved for municipal or domestic 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, domestic 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 reasonable costs of Town's consultants to review the water rights proposed for conveyance to Town. If not previously so approved, Town may 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 reasonable fees of such consultant. The water rights that Developer proposes to convey to Town, as well as the arrangements for review and approval of such water rights are set out in Exhibit D to this Agreement. After water rights are donated to and accepted by the Town, the Town shall ensure that water rights are available to satisfy the purpose for which the water rights were donated.

3.1.2. Water Facilities for Development. Water facilities required by Town for the Development will be built to Town requirements and specifications by or in behalf of Lake Mountain Mutual Water Company ("LMMWC") and conveyed to Town in accordance with the existing agreement between Town and LMMWC dated January 12, 1999. After accepting said water facilities, the Town shall operate and maintain said facilities and shall provide customary municipal water service to Developer's Land.

3.2.1 Sewer. Sewer service to the Development 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 the Development, as well as any off-site sewer lines or other improvements necessary to the Development as set out in Exhibit E-1, in accordance with the ordinances, rules and regulations of Town. The phasing of the construction and completion of such off-site sewer lines and improvements shall be as provided in Exhibit E-1 to this Agreement. The construction of necessary on-site sewer lines and any necessary off-site sewer improvements shall be completed and approved and accepted by Town prior to Town being required to provide sewer service to such development.

3.2.2. Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any off-site storm drain improvements necessary to the Development as set out in Exhibit E-2 in accordance with the ordinances and rules and regulations of Town. The phasing of the construction and completion of such storm drain improvements shall be 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 Exhibit E-2.

3.2.3. Roads. All roads necessary for the completion of the Development are identified in Exhibit B-1. The on-site and off-site roads serving more than one phase of the Development shall be separately identified and shall be constructed according to the schedule provided in Exhibit B-2. The on-site roads serving one phase of the Development shall be constructed in conjunction with the phase of the Development which those roads serve and according to the final plat approved for the pertinent phase. All roads shall be constructed in accordance with Town ordinances, rules and regulations. All roads to be dedicated to Town shall be dedicated to the Town upon recording of each final subdivision plat.

3.2.4. Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of the Development shall be conveyed to the Home Owners' Association in accordance with the schedule set out in Exhibit B-3a. Financial arrangements for construction, maintaining and operating improvements to the parks and open space to be owned by the Home Owners' Association are set out in Exhibits B-3a and B-3b. All parks and open space not dedicated to the exclusive use of the residents of the Development shall be dedicated and conveyed to Town or to an appropriate legal entity acceptable to the Town to assure the long-term preservation of the same in accordance with the schedule set out in Exhibit B-3a. The costs of improvements to the parks and open space to be dedicated to Town shall be bonded as set out in Exhibit B-3a. Developer shall remain responsible for the maintenance and/or operation of such parks and open space for two years after acceptance of the improvements by Town.

3.3 Capacity Reservations. Capacity reservations in the sewer facilities being constructed by Developer for this project shall be controlled by the Sewer Facilities Agreement attached

hereto as Exhibit F. Upon termination of the reservation of capacities for Developer, Town may make such capacities available for use by other developments within Town that can use such capacities and, in such event, Developer shall be reimbursed for such capacities used by others on the basis of the pattern set out in Exhibit F to this Agreement.

3.4. Title--Easement 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 approve the alignment of all roads and utility lines and shall approve all descriptions of the land, right-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 Home 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, commercial or residential, within the Development in accordance with the Town's Impact Fee Ordinance and shall be paid prior to the issuance of the pertinent building permit. Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer. Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G. Town may issue certificates for such impact fee credits to Developer.

3.6 Sewer Fees. Timpanogos 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 will be collected by Town in addition to the Town Wastewater Impact Fee, and that payment of both of these fees as well as any connection fee imposed by Town is a condition to the Town providing sewer service to a platted lot.

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 within the Development.

#### IV. PHASING AND TIMING OF DEVELOPMENT--TERM OF AGREEMENT--DEFAULT

4.1. Phasing and Timing of Development. The phasing and sequencing of the Development shall be as provided in Phasing Plan to the Master Development Plan attached as Exhibit B-2. 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 after the Planning Commission shall review such requested amendment and has made its recommendation 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 recommendation 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 10 years from said date. Reasonable extensions to this time period may be granted by the Town Council upon Developer's request and after Planning Commission's review and recommendation. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plan 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 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.

## V. GENERAL TERMS AND CONDITIONS.

5.1. Agreement to Run with the Land. This Agreement shall be recorded against Developer's Land 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. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. Developer may assign Its rights, duties and obligations under this Agreement without first receiving the Town's consent.

5.3. Notice. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission, first class mail or express mail, addressed as follows:

To Town: Town of Saratoga Springs  
Attention: Mayor Tim Parker  
9484 W. 7350 N.  
Lehi, UT 84043  
Fax: 801-766-9794

ENT 30255:2001 PG 8 of 57

With Copy to: Richard G. Allen  
Town Attorney  
P.O. Box 254  
Lehi, UT 84043  
Fax: 801-756-4052

To Developer: Paul E. Johnson, Manager  
Windsor Development, LLC  
3355 North University Ave., Suite 250  
Provo, UT 84604

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 supersedes all prior negotiations, dealings, and agreements by the parties, but only in relation to Developer's Land and the other matters herein addressed subject to the limitations defined elsewhere in this Agreement.

5.6 Cable Television. The Town acknowledges that in the Annexation Agreement the Town agreed "to grant to Windsor Development, LLC, of Provo, Utah, or its assigns, a franchise to provide cable television services" to the property included in the Annexation Agreement subject to "this franchise and all operations thereunder being governed by the Federal Telecommunications Act as amended and by other applicable state and Town regulations" and hereby renews said agreement.



5.7. 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.

5.8. 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.

5.9. Time. Time is of the essence of this Agreement.

5.10. Rights of Access. The Town Engineer and other representatives of the Town shall have a reasonable right to have access to Developer's Land and all development pursuant to the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspection and tests as are allowed or required under the Town's ordinances.

5.11. 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 of convenience only and are not to be used to construe or interpret the provisions of this Agreement.

5.12. 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 off-site or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval. All other obligations and responsibilities of the Developer created by this Agreement shall be terminated by the termination of this Agreement by either party.

IN WITNESS WHEREOF, this Agreement has been executed by the Town of Saratoga Springs, acting by and through the Town Council, pursuant to Ordinance No. \_\_\_\_\_, authorizing

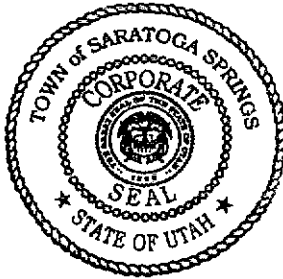
such execution by the Mayor, and by a duly authorized representative of Developer as of the above stated date.

TOWN OF SARATOGA SPRINGS

By: *Timothy L. Fisher*  
Mayor

Attest:

*Alyson Delaney*  
Town Recorder



DEVELOPER  
Windsor Development, LLC

By: *Paul J. Minor*  
Its: *Managing Member*

**Real Property Legal Description**  
of  
**Harvest Hills Master Planned Community**

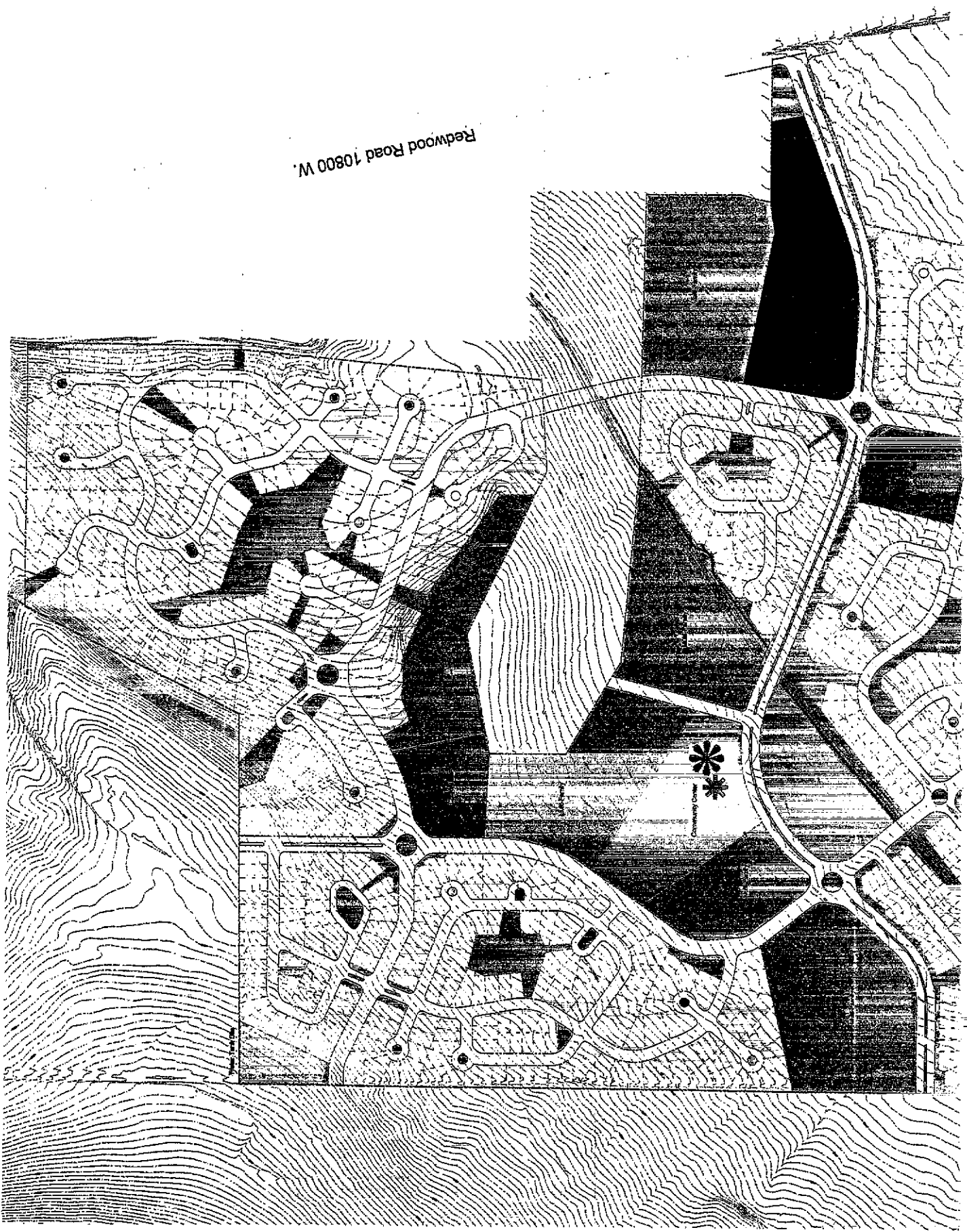
Commencing at the North 1/4 corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; Thence South 0 degrees 28' 23" West along the 1/4 section line 5,087.448 feet; Thence North 51 degrees 21' 00" East 267.667 feet; Thence North 8 degrees 28' 42" East 250.453 feet; Thence North 30 degrees 38' 29" East 173.248 feet; Thence North 5 degrees 55' 05" East 323.992 feet; Thence North 8 degrees 39' 52" East 126.95 feet; Thence North 25 degrees 13' 27" East 115.944 feet; Thence South 89 degrees 17' 21" East along the North side of a ditch bank 1,300.996 feet; Thence South 2 degrees 34' 47" East along the East side of a ditch bank 637.36 feet; Thence North 89 degrees 51' 27" East along the North side of ditch bank and the extension of said ditch bank 874.936 feet; Thence North 53 degrees 45' 05" East 1,063.171 feet; Thence North 12 degrees 44' 00" East 1,917.038 feet; Thence North 405.616 feet; Thence North 89 degrees 00' 00" West 1,207.69 feet; Thence North 85 degrees 00' 00" West 825.00 feet; Thence North 60 degrees 00' 00" West 462.00 feet; Thence North 330.00 feet; Thence North 79 degrees 00' 00" East 528.00 feet; Thence South 64 degrees 22' 00" East 780.50 feet; Thence North 86 degrees 13' 40" East 397.408 feet; Thence North 5 degrees 08' 58" East 996.398 feet; Thence North 6 degrees 08' 00" East to the section line 309.884 feet; Thence North 89 degrees 55' 02" East along the section line 21.472 feet; Thence North 0 degrees 23' 56" East 922.451 feet; Thence North 89 degrees 58' 28" West 1,139.495 feet; Thence South 26 degrees 34' 00" West to the section line 1,044.194 feet; thence South 89 degrees 26' 52" West along the section line 1,611.736 feet to the point of beginning.

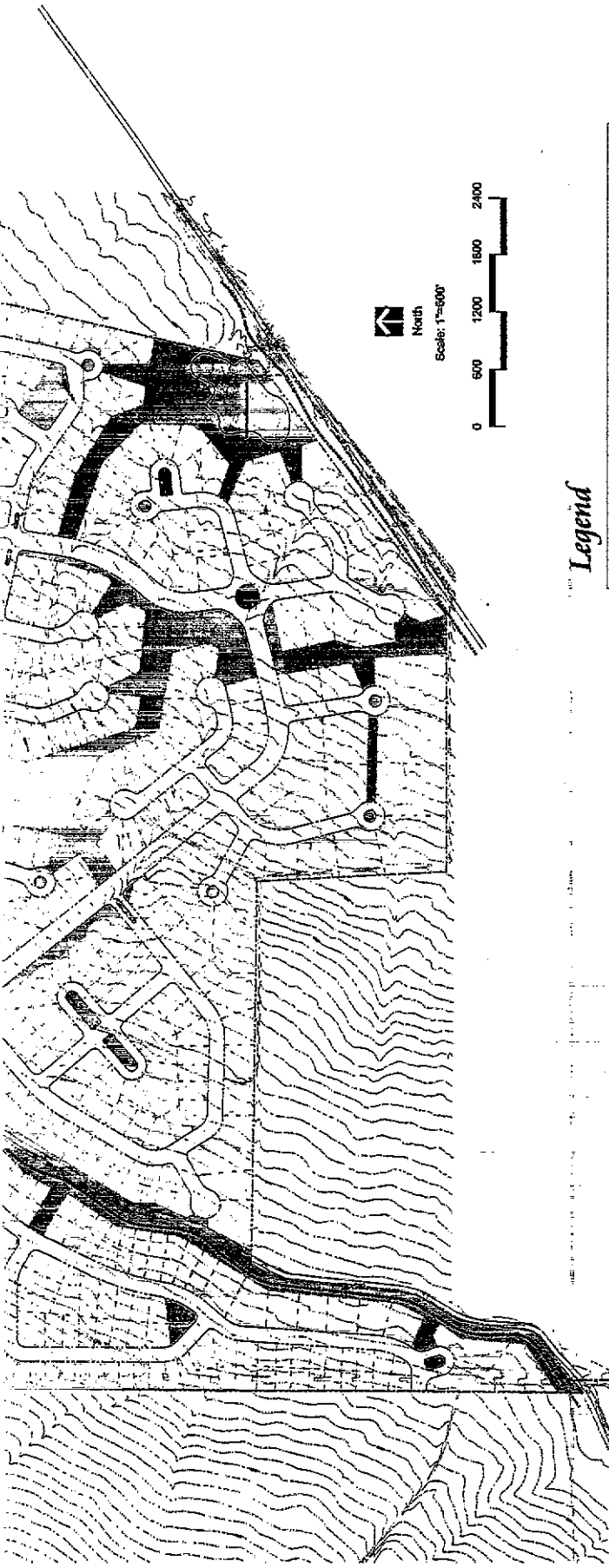
And including a parcel within the following description:

Beginning at a point in a fence line on the Westerly side of Highway 68, which point is North 236.215 feet and West 3,506.532 feet (based upon the Utah State Coordinate System, Central Zone) from the East quarter corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 69 degrees 35' 11" West 768.52 feet; Thence North 12 degrees 36' 35" East 490.02 feet; Thence North 89 degrees 53' 08" East 568.37 feet to said fence line; Thence South 12 degrees 00' 09" East along said fence line 216.00 feet to the point of beginning.

Including property adjacent to the above parcels which is joined to the above parcels by way of boundary line agreements, and excluding any of the above described property which is quit claimed to neighboring property owners by way of boundary line agreements.

Redwood Road 10800 W





Master Plan

# Harvest Hills Community

Planned Residential Community  
Saratoga Springs, Utah

WINDSOR DEVELOPMENT, LLC



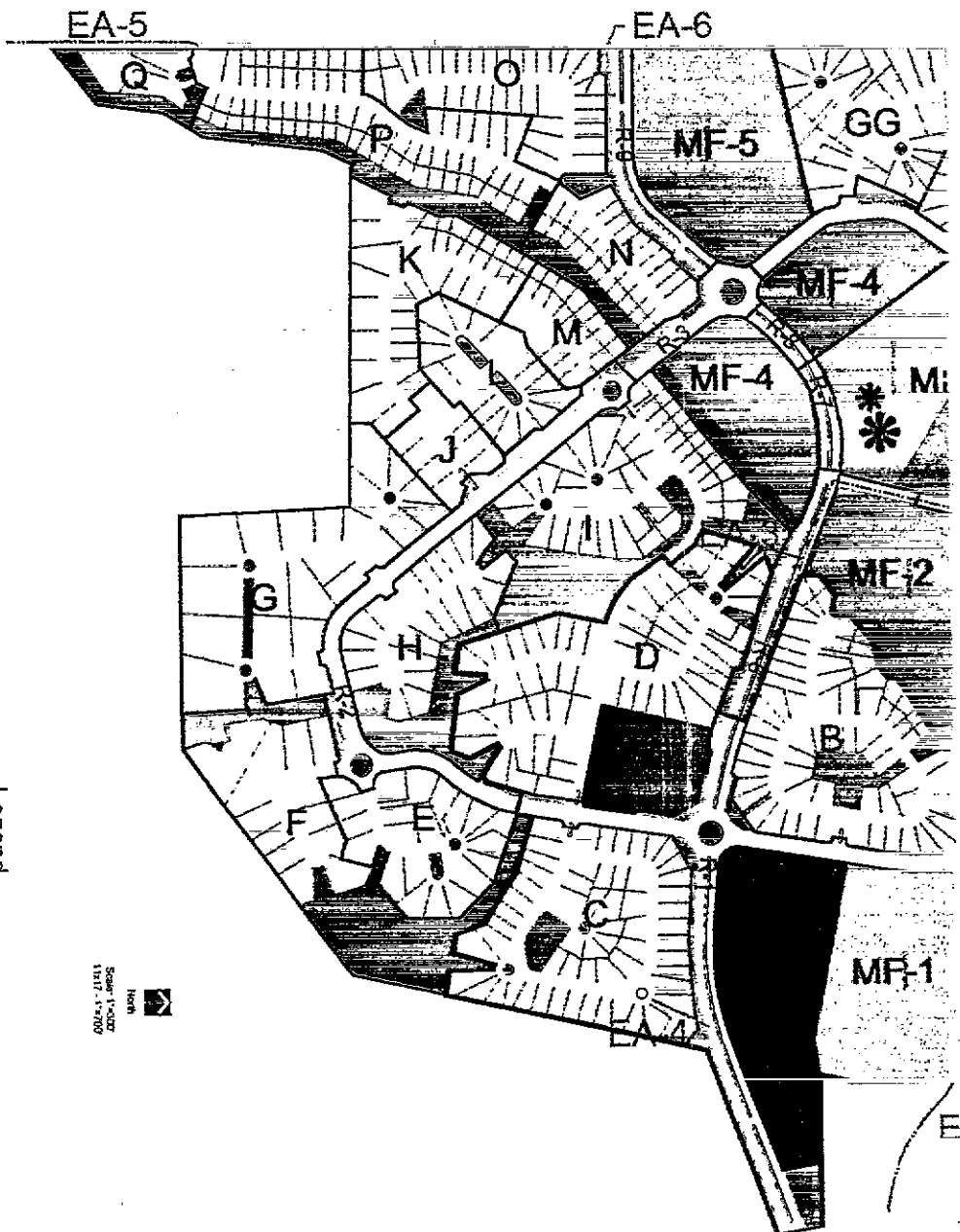
Project No: ARS 9919.00  
April, 2000

## Legend

Land Use Designation	Key	Acres	# Units	%
Single Family Residential	[White Box]	200	949	56
Multi-Family Residential	[Dark Stippled Box]	40	481	11
Commercial	[Solid Black Box]	9		2
Church Site	[Dark Stippled Box]	7		2
Open Space/Park Area	[Dark Stippled Box]	37		10
Native Open Space	[Dark Stippled Box]	23		7
Roads	[White Box]	44		12
Totals	[White Box]	360	1472	100

ENT 30255:2001 PG 13 of 57

EXHIBIT B-1



North  
Scale: 1"=200'  
13117-1-2002

Legend

Land Use Designation	Key	Acres	# Units	%
Single Family Residential	[Pattern]	200	891	56
Multi-Family Residential	[Pattern]	40	481	11
Commercial	[Pattern]	9		2
Church Site	[Pattern]	7		2
Open Space/Park Area	[Pattern]	37		10
Native Open Space	[Pattern]	23		7
Roads	[Pattern]	44		12
<b>Totals</b>		<b>360</b>	<b>1472</b>	<b>100</b>

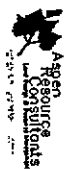
Master Plan

# Harvest Hills Community

Planned Residential Community

Saratoga Springs, Utah

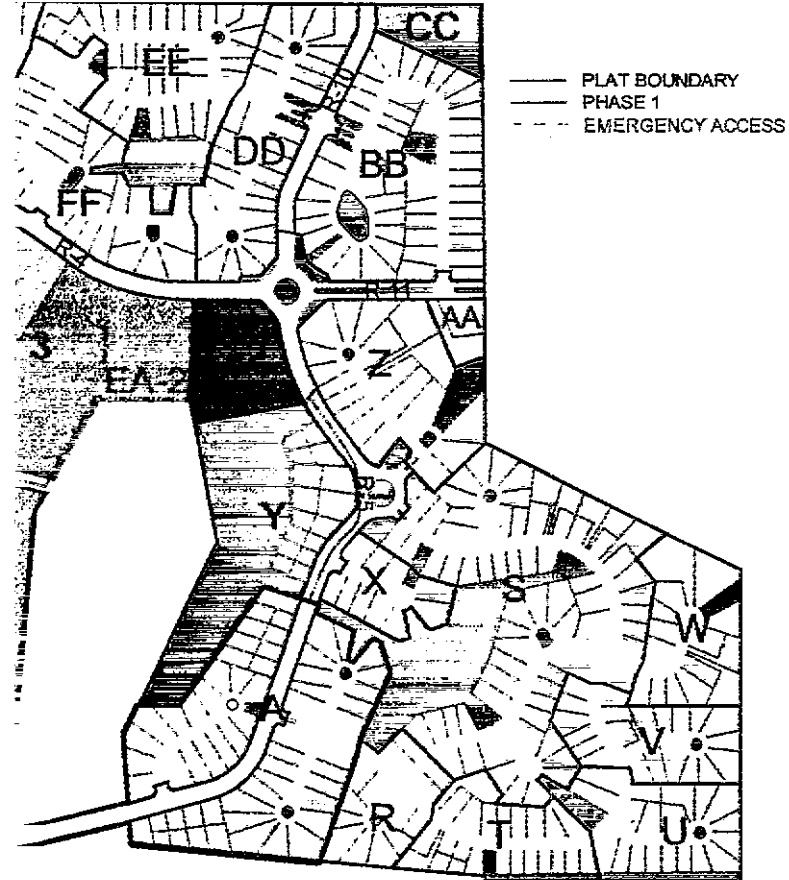
WINNBERG DEVELOPMENT, LLC



Project: Harvest Hills  
April 2002

EXHIBIT B-2

ENT 30255:2001 PG 15 of 57



A-1

Prerequisite or Concurrent Requirements

Plat	Road(s)	Plat(s)	Emergency Access
A	R-1	none	EA-1,2
B	R-1	none	EA-1
C	R-1	D or none	EA-1,2,3
D	R-1	none	EA-1,2,3
E	R-1,2	D,I	EA-1,2,3
F	R-1,2	D,I	EA-1,2,3
G	R-1,2	D,I	EA-1,2,3
H	R-1,2	D,I	EA-1,2,3
I	R-1,2	D	EA-1,2,3
J	R-1,2	D,I	EA-1,2,3
K	R-1,2	D,I,J,M	EA-1,2,3
L	R-1,2	D,I,J,M	EA-1,2,3
M	R-1,2	D,I	EA-1,2,3
N	Many options	none	EA-1,2
O	Many options	N,P	EA-5
P	Many options	N	EA-5
Q	Many options	P+Many options	EA-5+Many options
R	R-1,5	A	EA-1,2
S	R-1,5	A,R	EA-1,2
T	R-1,5	A,R,S	EA-1,2
U	R-1,5	A,R,S,T,V	EA-1,2
V	R-1,5	A,R,S	EA-1,2
W	R-1,5	A,R,S	EA-1,2
X	R-1,5	none	EA-1,2
Y	R-1,5	none	EA-1,2
Z	R-1,5	none	EA-1,2
AA	R-1,4,5,11	none	EA-1,2
BB	Many options	none	Many options
CC	Many options	none	Many options
DD	Many options	none	Many options
EE	Many options	DD,FF	Many options
FF	Many options	none	Many options
GG	Many options	none	Many options
MF-1	R-1	none	EA-1
MF-2	R-1,6	none	EA-1,2
MF-3	R-1,2,3,4,5	none	EA-1
MF-4	Many options	none	Many options
MF-5	Many options	none	Many options
C-1	R-1	none	EA-1
C-2	Many options	none	Many options
COMM.	R-1	none	EA-1

NOTE 1: No plat will be constructed without two points of access.  
NOTE 2: This chart and the accompanying map which designates individual plats shall control the phasing of this project. Actual phase boundaries may vary subject to the above constraints.



## Parks and Open Space Improvement Schedule

June 6, 2000

ENT 30255:2001 PG 17 of 57

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
A	Park 1--						
	Landscaping	2565	s.f.	\$0.80	\$2,052	\$2,052	
	Roundabout 1	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Roundabout 2	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
					\$9,475	\$9,475	\$0
B	Park 1--						
	Landscaping	36,740	s.f.	\$0.80	\$29,392	\$29,392	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Lighting	1	ea	\$1,000	\$1,000	\$1,000	
	Benches	3	ea	\$500	\$1,500	\$1,500	
	Drinking Fountain	1	ea	\$1,000	\$1,000	\$1,000	
	Picnic Areas	1	ea	\$1,200	\$1,200	\$1,200	
	Entry Divider	554	s.f.	\$2.50	\$443	\$443	
					\$54,535	\$54,535	\$0
C	Park 1--						
	Landscaping	22,392	s.f.	\$0.80	\$17,914	\$17,914	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Bench	1	ea	\$500	\$500	\$500	
	Roundabout 1	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Roundabout 2	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Roundabout 3	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
					\$48,976	\$48,976	\$0
D	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	\$0
E	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Eyebrow	3,582	s.f.	\$2.50	\$8,955	\$8,955	
					\$12,095	\$12,095	\$0
F	Native Park--1	51,939	s.f.	\$0.25	\$12,985	\$12,985	
	Native Park--2 (PUBLIC)	201,012	s.f.	\$0.25	\$50,253		\$50,253
					\$63,238	\$12,985	\$50,253
G	Native Park	8,632	s.f.	\$0.25	\$2,158	\$2,158	\$0
H					\$0	\$0	\$0
I	Park--1						
	Landscaping	272,502	s.f.	\$0.80	\$218,002	\$218,002	
	Tot Lots	2	ea	\$20,000	\$40,000	\$40,000	
	Drinking Fountains	3	ea	\$1,000	\$3,000	\$3,000	
	Lighting	2	ea	\$1,000	\$2,000	\$2,000	
	Bench	4	ea	\$500	\$2,000	\$2,000	
	Picnic Areas	2	ea	\$1,200	\$2,400	\$2,400	
	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
						\$271,684	\$271,684

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
J	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	\$0
K					\$0	\$0	\$0
L	Eyebrow 1	5,749	s.f.	\$2.50	\$14,373	\$14,373	
	Eyebrow 2	5,749	s.f.	\$2.50	\$14,373	\$14,373	
					\$28,745	\$28,745	\$0
M	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	\$0
N					\$0	\$0	\$0
O					\$0	\$0	\$0
P	Park--1						
	Landscaping	9,750	s.f.	\$0.80	\$7,800	\$7,800	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Eyebrow	2,554	s.f.	\$2.50	\$6,385	\$6,385	
	Native Park--(PUBLIC)						
Landscaping	181,087	s.f.	\$0.25	\$45,272		\$45,272	
Bridge	10,000	ea	\$10,000	\$10,000		\$10,000	
					\$89,457	\$34,185	\$55,272
Q					\$0	\$0	\$0
R	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	\$0
S	Park 1--						
	Landscaping	201,067	s.f.	\$0.80	\$160,854	\$160,854	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Lights	3	ea	\$1,000	\$3,000	\$3,000	
	Drinking Fountians	2	ea	\$1,000	\$2,000	\$2,000	
	Benches	3	ea	\$500	\$1,500	\$1,500	
	Picnic Area	2	ea	\$1,200	\$2,400	\$2,400	
	Eyebrow	2,256	s.f.	\$2.50	\$5,640	\$5,640	
	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
					\$199,676	\$199,676	\$0
T	Native Park	28,950	s.f.	\$0.25	\$7,238	\$7,238	\$0
U	Park--						
	Landscaping	15,394	s.f.	\$0.80	\$12,315	\$12,315	
	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
					\$15,455	\$15,455	\$0
V	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	\$0
W	Native Park	9,178	s.f.	\$0.25	\$2,295	\$2,295	\$0
X	Park						
	Landscaping	6,696	s.f.	\$0.80	\$5,357	\$5,357	
					\$5,357	\$5,357	\$0

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
Y	Native Park	290,981	s.f.	\$0.25	\$72,745	\$72,745	\$0
Z	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
	Native Park	25,789	s.f.	\$0.25	\$6,447	\$6,447	
	Eyebrow	1,824	s.f.	\$2.50	\$4,560	\$4,560	
	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
					\$15,290	\$15,290	\$0
AA					\$0	\$0	\$0
BB	Park 1--						
	Landscaping	14,621	s.f.	\$0.80	\$11,697	\$11,697	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Benches	2	ea	\$500	\$1,000	\$1,000	
	Drinking Fountain	1	ea	\$1,000	\$1,000	\$1,000	
	Lighting	1	ea	\$1,000	\$1,000	\$1,000	
	Park 2--						
	Landscaping	10,706	s.f.	\$0.80	\$8,565	\$8,565	
	Park 3--						
	Landscaping	2,162	s.f.	\$0.80	\$1,730	\$1,730	
	Park 4--						
	Landscaping	2,676	s.f.	\$0.80	\$2,141	\$2,141	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
					\$48,275	\$48,275	\$0
CC	Native Park	68,730	s.f.	\$0.25	\$17,183	\$17,183	\$0
DD	Park 1--						
	Landscaping	2,057	s.f.	\$0.80	\$1,646	\$1,646	
	Park 2--						
	Landscaping	3,268	s.f.	\$0.80	\$2,614	\$2,614	
	Entry Divider	457	s.f.	\$2.50	\$1,143	\$1,143	
	Roundabout 1	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Rondabout 2	1,256	s.f.	\$2.50	\$3,140	\$3,140	
					\$11,683	\$11,683	\$0
EE	Park						
	Landscaping	68,013	s.f.	\$0.80	\$54,410	\$54,410	
	Tot Lot	1	ea	\$20,000	\$20,000	\$20,000	
	Benches	2	ea	\$500	\$1,000	\$1,000	
	Drinking Fountain	1	ea	\$1,000	\$1,000	\$1,000	
	Lighting	1	ea	\$1,000	\$1,000	\$1,000	
	Picnic Area	1	ea	\$1,200	\$1,200	\$1,200	
	Eyebrow	1,382	s.f.	\$2.50	\$3,455	\$3,455	
					\$82,065	\$82,065	\$0
FF	Eyebrow 1	3,932	s.f.	\$2.50	\$9,830	\$9,830	
	Eyebrow 2	2,036	s.f.	\$2.50	\$5,090	\$5,090	
	Roundabout	1,256	s.f.	\$2.50	\$3,140	\$3,140	
					\$18,060	\$18,060	\$0
GG	Roundabout 1	1,256	s.f.	\$2.50	\$3,140	\$3,140	
	Roundabout 2	1,256	s.f.	\$2.50	\$3,140	\$3,140	
					\$6,280	\$6,280	\$0

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
R-1	Entry Feature--						
	Landscaping	23,485	s.f.	\$2.50	\$58,713	\$58,713	
	Signage	1	ea	\$40,000	\$40,000	\$40,000	
	Park 1						
	Landscaping	32,165	s.f.	\$0.80	\$25,732	\$25,732	
	Park 2						
	Landscaping	10,000	s.f.	\$0.80	\$8,000	\$8,000	
	Park 3						
	Landscaping	10,156	s.f.	\$0.80	\$8,125	\$8,125	
	Roundabout	6,363	s.f.	\$2.50	\$15,908	\$15,908	
Boulevard Divider 1	5,250	s.f.	\$2.50	\$13,125	\$13,125		
Boulevard Divider 2	14,000	s.f.	\$2.50	\$35,000	\$35,000		
Boulevard Divider 3	4,200	s.f.	\$2.50	\$10,500	\$10,500		
					\$215,102	\$215,102	\$0
R-2	Roundabout 1	4968	s.f.	\$2.50	\$12,420	\$12,420	
	Roundabout 2	3766	s.f.	\$2.50	\$9,415	\$9,415	
	Park 1--						
	Landscaping	8461	s.f.	\$0.80	\$6,769	\$6,769	
	Park 2--						
	Landscaping	986	s.f.	\$0.80	\$789	\$789	
	Park 3--						
	Landscaping	18,097	s.f.	\$0.80	\$14,478	\$14,478	
Park 4--							
Landscaping	1,720	s.f.	\$0.80	\$1,376	\$1,376		
					\$45,246	\$45,246	\$0
R-3	Park 1--						
	Landscaping	14,562	s.f.	\$0.80	\$11,650	\$11,650	
	Park 2--						
	Landscaping	8,500	s.f.	\$0.80	\$6,800	\$6,800	
Roundabout	6,363	s.f.	\$2.50	\$15,908	\$15,908		
					\$34,357	\$34,357	\$0
R-4	Park 1--						
	Landscaping	14,690	s.f.	\$0.80	\$11,752	\$11,752	
	Park 2--						
	Landscaping	2,825	s.f.	\$0.80	\$2,260	\$2,260	
	Park 3--						
	Landscaping	11,412	s.f.	\$0.80	\$9,130	\$9,130	
Park 4--							
Landscaping	3,652	s.f.	\$0.80	\$2,922	\$2,922		
Roundabout	6,363	s.f.	\$2.50	\$15,908	\$15,908		
					\$41,971	\$41,971	\$0

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
R-5	Park 1-- Landscaping	6,326	s.f.	\$0.80	\$5,061	\$5,061	
	Park 2-- Landscaping	5,909	s.f.	\$0.80	\$4,727	\$4,727	
	Park 3-- Landscaping	7,826	s.f.	\$0.80	\$6,261	\$6,261	
	Roundabout	7,006	s.f.	\$2.50	\$17,515	\$17,515	
					\$33,564	\$33,564	\$0
R-6	Park 1-- Landscaping	69,540	s.f.	\$0.80	\$55,632	\$55,632	
	Boulevard Divider	16,800	s.f.	\$2.50	\$42,000	\$42,000	
					\$97,632	\$97,632	\$0
R-7	Boulevard Divider	5,600	s.f.	\$2.50	\$14,000	\$14,000	\$0
R-8	Boulevard Divider	4,200	s.f.	\$2.50	\$10,500	\$10,500	\$0
R-9	Park Landscaping	30,000	s.f.	\$0.80	\$24,000	\$24,000	
	Boulevard Divider	11,200	s.f.	\$2.50	\$28,000	\$28,000	
					\$52,000	\$52,000	\$0
MF-1					\$0	\$0	\$0
MF-2	Native Park (PUBLIC) Landscaping	79,287	s.f.	\$0.25	\$19,822		\$19,822
					\$19,822	\$0	\$19,822
MF-3	Park Landscaping	318,924	s.f.	\$0.80	\$255,139	\$255,139	
	Asphalt Trail	18,000	s.f.	\$1.30	\$23,400	\$23,400	
	Benches	12	ea	\$500	\$6,000	\$6,000	
	Lighting	12	ea	\$1,000	\$12,000	\$12,000	
	Drinking Fountains	6	ea	\$1,000	\$6,000	\$6,000	
	Soccer Fields	2	ea	\$5,000	\$10,000	\$10,000	
	Pavilion	1	ea	\$50,000	\$50,000	\$50,000	
	Parking Lots	27,300	s.f.	\$1.00	\$27,300	\$27,300	
	Curb & Gutter	695	l.f.	\$7.00	\$4,865	\$4,865	
	Sidewalks	3,475	s.f.	\$1.50	\$5,213	\$5,213	
					\$399,917	\$399,917	\$0

PLAT	Feature	Quantity	Units	Cost Per Unit	Totals	Private Improvements	Public Improvements
MF-4	Park (PUBLIC)						
	Native Park (PUBLIC)						
	Landscaping	51,494	s.f.	\$0.25	\$12,874		\$12,874
	Asphalt Trail	9,600	s.f.	\$1.30	\$12,480		\$12,480
					\$25,354	\$0	\$25,354
MF-5					\$0	\$0	\$0
<b>GRAND TOTAL:</b>					\$2,081,133	\$1,930,433	\$150,700

All quantities and costs listed above are approximate and are provided to illustrate the general level to which Developer will provide improvements. Each line item ("Feature") will be provided, but the quantity and the cost may vary from those listed.

All parks, open space and other features described above shall be dedicated to the Harvest Hills Homeowners' Association except for those labeled "PUBLIC." Features and parks labeled "PUBLIC" shall be dedicated to the Town of Saratoga Springs for public use.

All private and public improvements shall be bonded for and constructed with the plat in which they are located. Town and Developer shall negotiate the improvements to be made to Public Park MF-4 and the impact fee credits to be given for those improvements.

**Harvest Hills--Parks and Open Space Maintenance Cost Estimates**  
 May 18, 2000

ENT 30255:2001 PG 23 of 57

<b>HOA RESPONSIBILITIES</b>	<u>Quantity</u>	<u>Unit</u>	<u>Est. Cost Per Year</u>
<b>Parks--</b>			
Mow and Trim	1,260,095	s.f.	\$115,023
Aeration	1,260,095	s.f.	\$2,546
Fertilization	1,260,095	s.f.	\$11,571
Asphalt Trails	18,000	s.f.	\$2,350
Flower & Shrub Beds	145,256	s.f.	\$58,102
Native Parks	484,199	s.f.	\$19,368
Snow Removal			\$5,000
Pavilion	1	ea	\$600
Tot Lots	7	ea	
Fence			\$0
Bark			\$5,600
Equipment			\$5,600
Benches			\$1,400
Lights			\$7,500
Drinking Fountains			\$500
Picnic Areas	5	ea	\$750
<b>HOA Total:</b>			<u>\$235,910</u>

Cost per unit if 1,450 units \$162.70 per year \$13.56 per month

**TOWN RESPONSIBILITIES**

Native Parks	512,880	s.f.	\$20,515
Asphalt Trails	41,600	s.f.	\$9,360
Additional Improvements as determined by Town Council			
			<u>\$29,875</u>

The Harvest Hills Home Owners' Association (HOA) will maintain the private features, and the Town will maintain the PUBLIC features. HOA dues will be collected to cover private maintenance costs. The Town will pay the cost of maintaining PUBLIC features out of the Town's general fund, through use fees, or as the Town Council otherwise determines.

# Exhibit C

## Design Standards\*

Harvest Hills Master Planned Community  
June 8, 2000

ENT 30255:2001 PG 24 of 57

	Single-Family Neighborhoods	Multi-Family Neighborhoods
Lot Size	5,000 sq.ft.**	2,500 sq.ft.
Dwelling Units Per Building (maximum)	2	8
Units Per Acre Gross (maximum)	5	12
<b>Setbacks--</b>		
<b>Primary Building--</b>		
Front	25'	25'
Sides (interior/corner lot)	zero/25'	zero/25'
Back	35'	10'
<b>Assessory Building--</b>		
Front	25'	25'
Side (interior/corner lot)	zero/25'	zero/25'
Back	zero	zero
Lot Width Per Dwelling Unit	50'	30'
Frontage	20'	20'
Height (maximum)	35'	50'
Dwelling Size--Main Floor	800 sq.ft.	650 sq.ft.
<b>Street Profile--Public Streets:</b>		
Right-of-way total	50'	42'
Asphalt	24'	24'
<b>Sidewalk--</b>		
If Only On One Side of Street	5'	4'
If On Both Sides of Street	4'	4'
Planter strip allowed	yes	yes
<b>Street Profile--Private Streets:</b>		
<b>Two-way traffic--</b>		
Right-of-way total	18'	18'
Asphalt or concrete	18'	18'
<b>One-way traffic--</b>		
Right-of-way total	12'	12'
Asphalt or concrete	12'	12'
Curb and gutter required	yes	yes
Sidewalk required	no	no
Planter strip allowed	yes	yes
Cul de sacs (maximum)	750'	750'
Condominium developments allowed	yes	yes
Fence Material	4" dog-eared cedar or as approved by ACC.	
Roof Material	Wood shake, tile, architectural shingle or as approved.	
Exterior Finish Material	Not less than 20% of exterior wall surface area of each house (excluding windows or doors) shall be covered with brick, rock or stucco unless otherwise approved.	
	Not less than 100% of the exterior wall surface area of each house (excluding windows and doors) which abuts the parkway boulevard (Harvest Hills Parkway) shall be covered with brick, rock or stucco unless otherwise approved by the Town's architectural review committee and the HOA ACC.	
Exterior Colors	Earth tones including subtle blues, grays, browns, blacks, whites, etc. or as approved by ACC	

\* All measurements are minimum requirements unless indicated otherwise.

\*\* Excluding quad lots



MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
HARVEST HILLS COMMUNITY

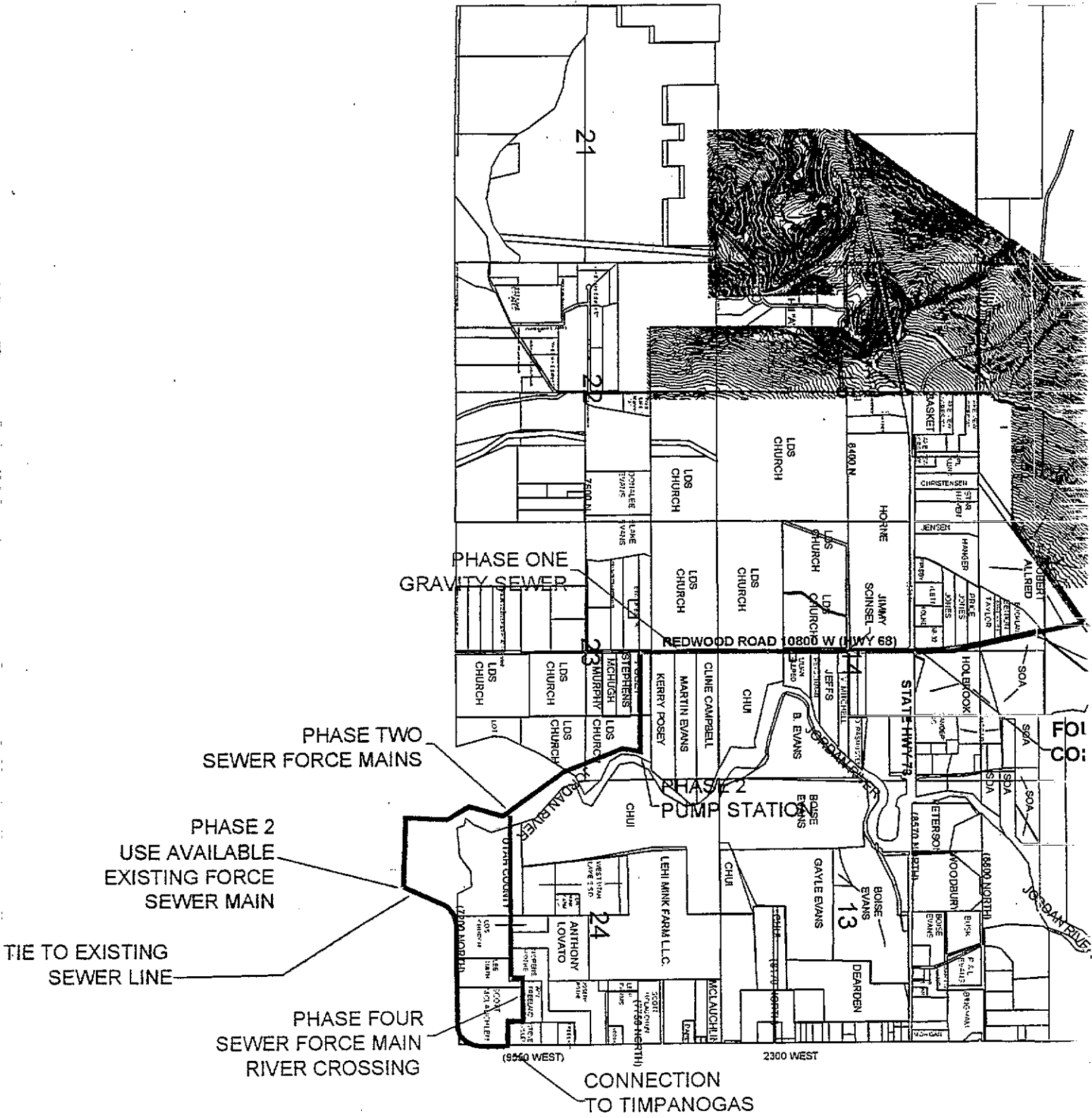
1. Developer will convey to Town the water rights covered by Water Right 55-9488 (a24193) (the "Subject Water Right") for inside culinary and outside irrigation uses for its initial development.
2. Developer will acquire and convey to Town water rights for inside use for all development beyond the lots to be served by the Subject Water Rights. Unless the water rights to be conveyed to Town have an approved Town well as an approved point of diversion, Developer will file a change application to change the point(s) of diversion to the well from which Developer has or has an agreement to purchase well rights, and the water rights shall be approved for municipal or domestic use.
3. Developer intends to provide secondary water to Developer's Land by secondary water facilities which Developer shall build or acquire and convey to Town. However, until such time as the excess culinary storage facility capacities are needed for solely culinary use, secondary water will be provided by way of the culinary water system. The portion of the Subject Water Right to cover the 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, domestic 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.

MASTER DEVELOPMENT PLAN AGREEMENT  
FOR  
HARVEST HILLS COMMUNITY

1. Culinary water service will be provided to Developer's Land by Well #4 and water tanks and water lines to be constructed by or in behalf of Lake Mountain Mutual Water Company (LMMWC). Developer is acquiring the capacities in those facilities from LMMWC with the consent of LMMWC.

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. Until such time as the excess culinary storage facility capacities are needed for solely culinary use, secondary water will be provided by way of the culinary water system.

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



FOI  
CO:

ENT 30255:2001 PG 28 of 57

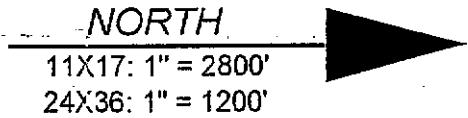
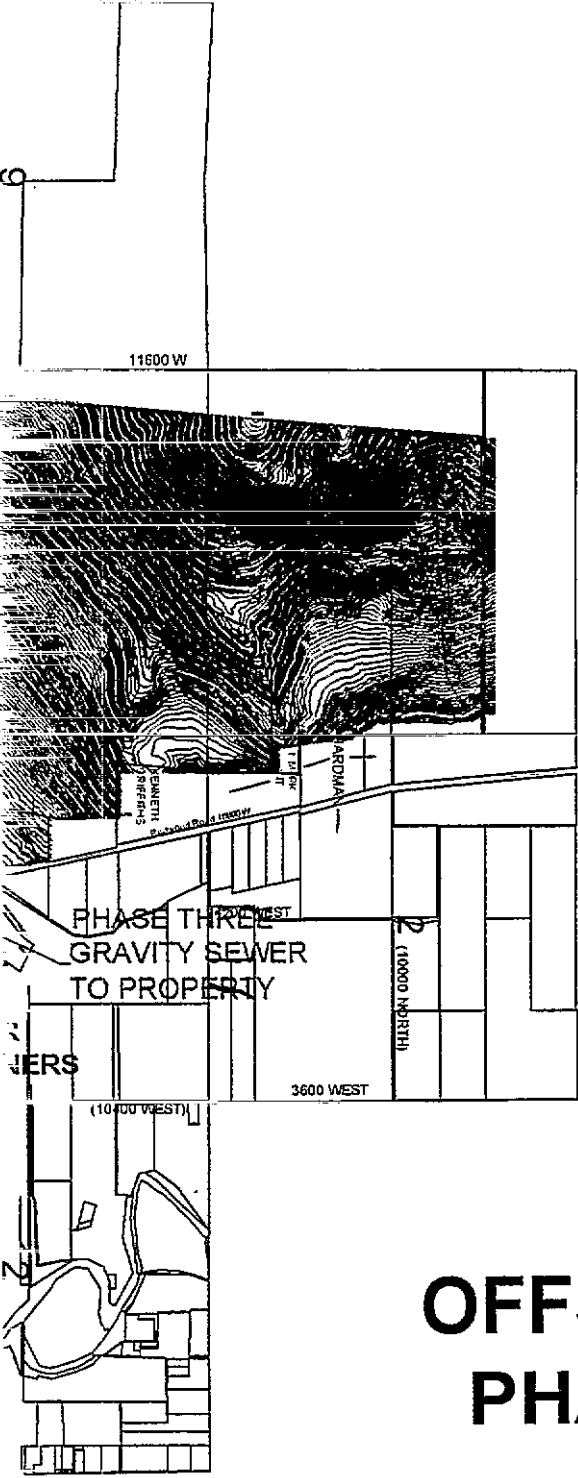
REVISION	
DESCRIPTION	DATE

HARVEST HILLS  
SARATOGA SPRINGS, UTAH

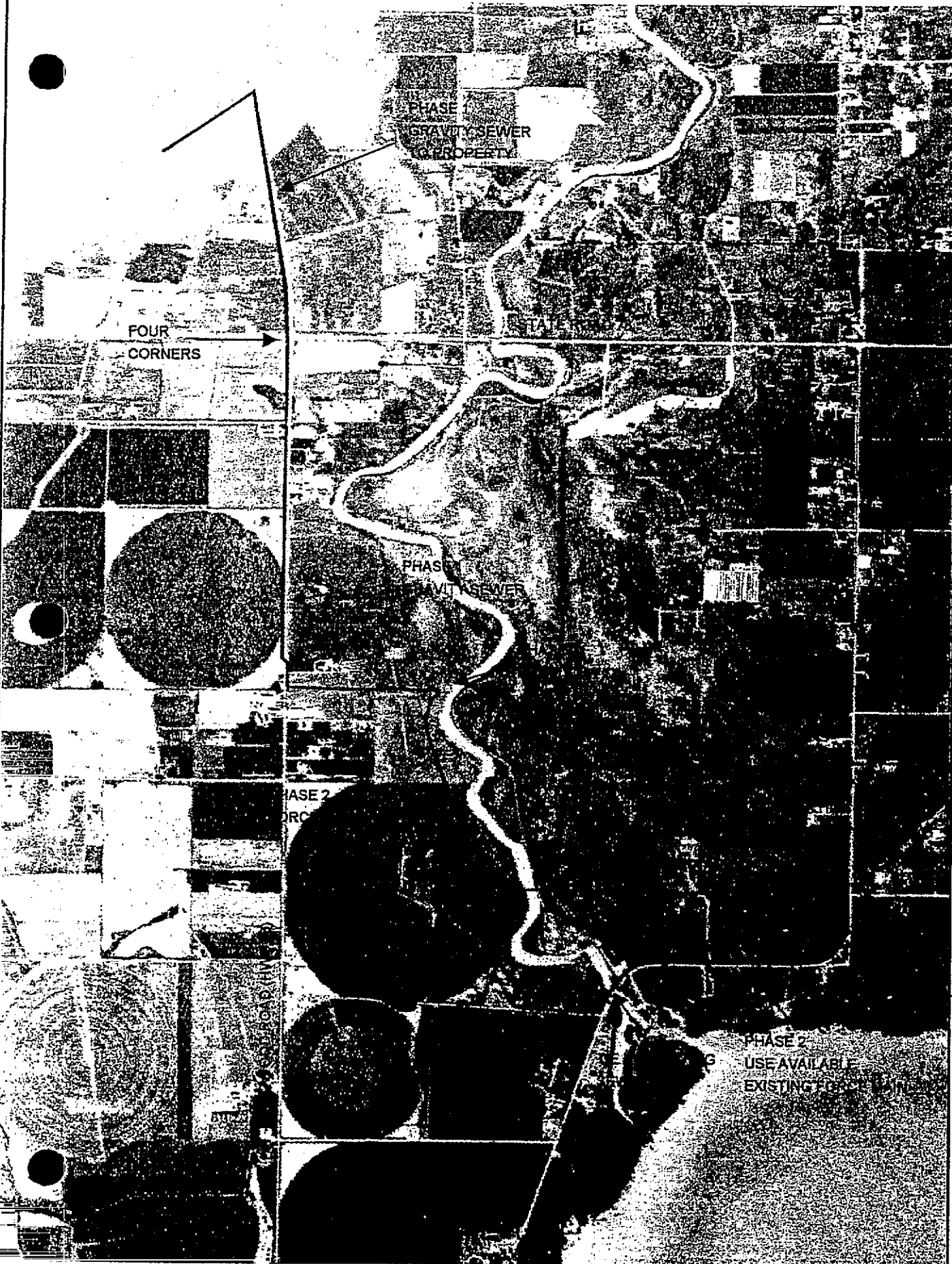
LYSTER ENGINEERING, INC  
PROVO, UTAH 801-221-9918

DATE:	5/05/00
SCALE:	
BY:	GRL
PROJECT:	99044
SHEET:	

1



# OFFSITE SEWER PHASING MAP



Windsor Development  
 Off-Site Sewer  
 Construction Phasing

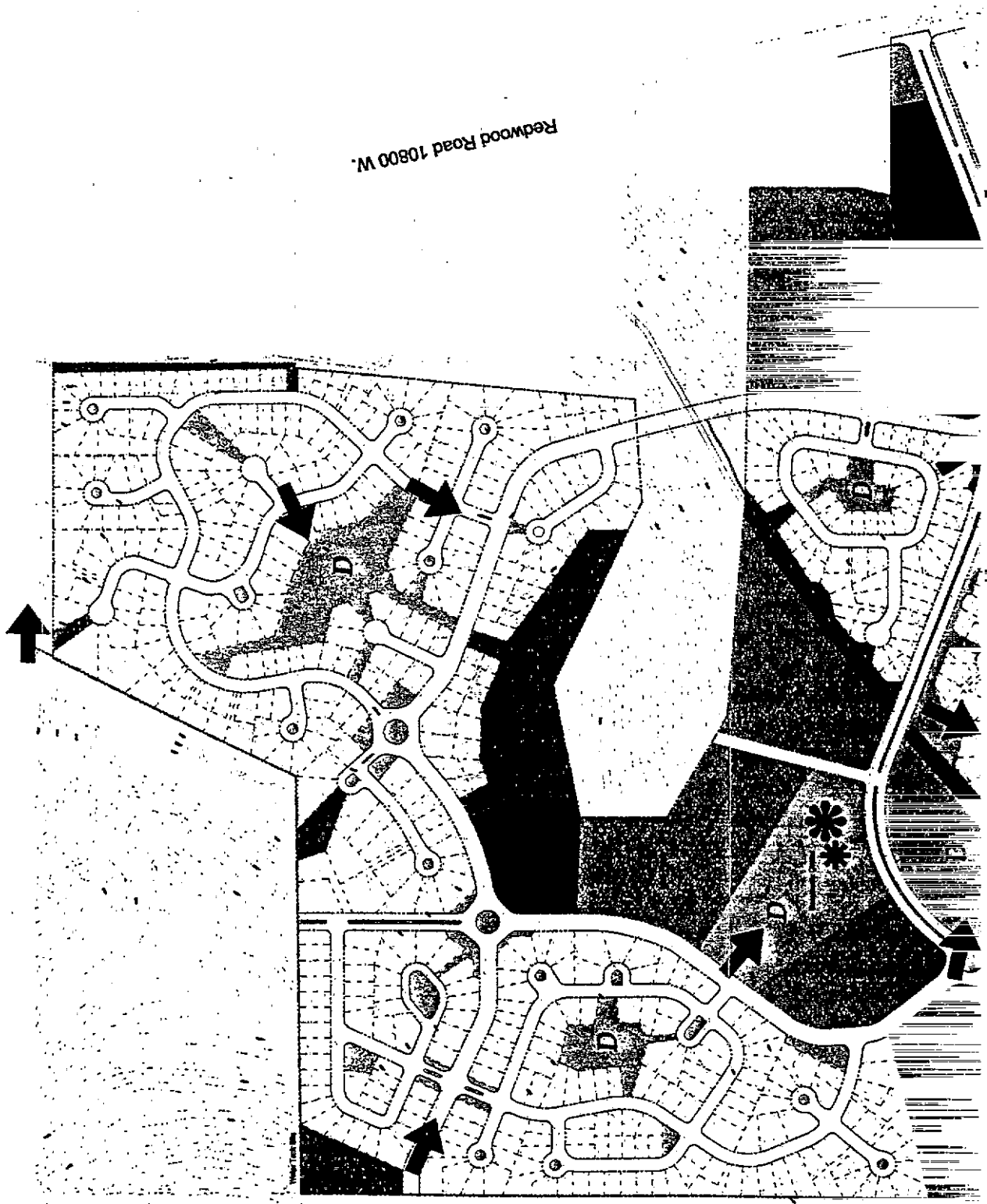
Windsor Development, L.L.C.

**Parsons**  
 Salt Lake City, Utah

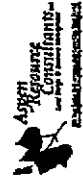
PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE  
 405 N. South Jordan Pkwy  
 Suite 300  
 South Jordan, Utah 84095  
 (801) 574-5999  
 FAX (801) 572-0808  
 Office in Provo, UT

SCALE  
 1 in. = 2,000 ft.

Redwood Road 10800 W.

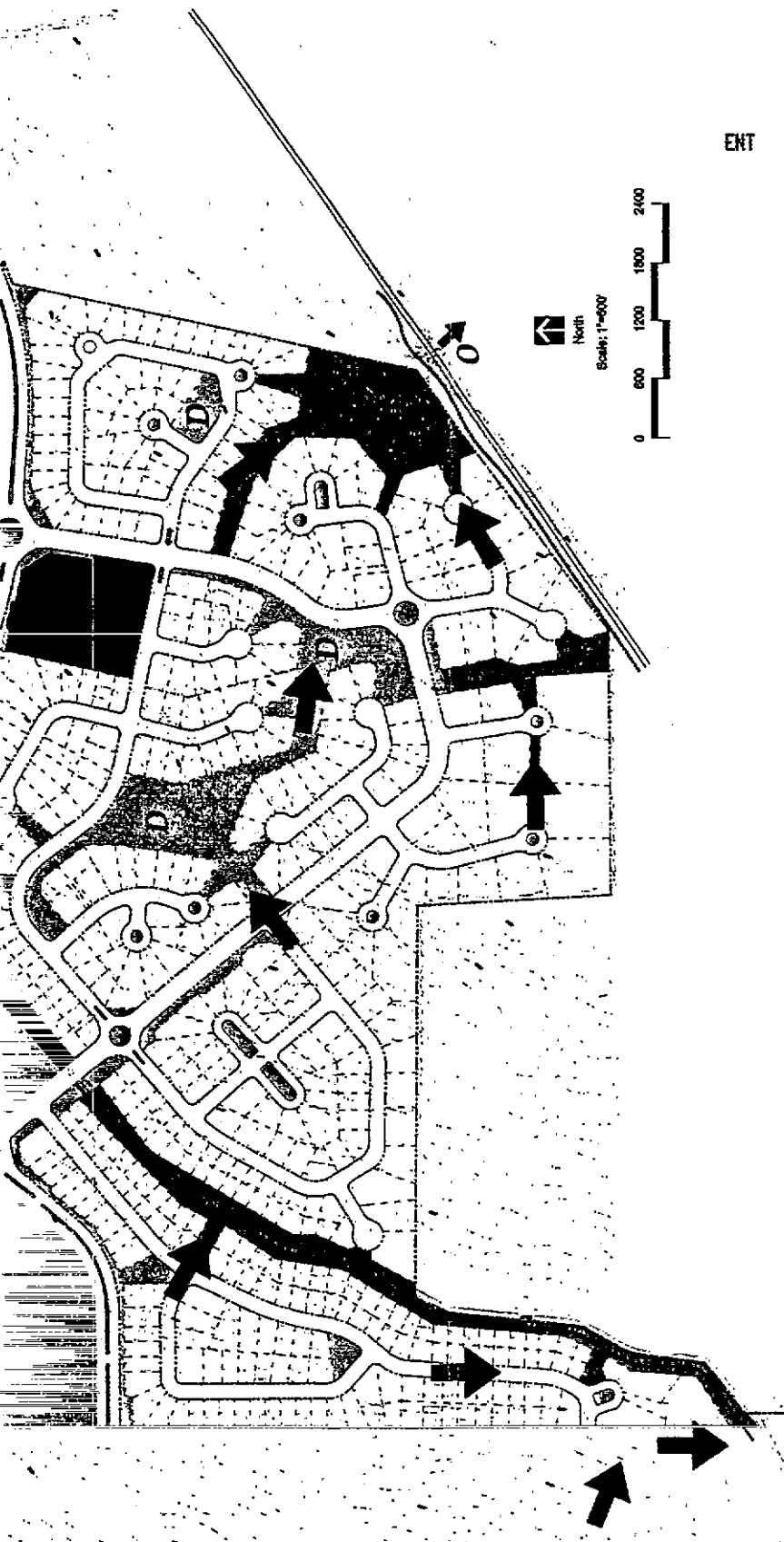


# Exhibit E-2



Project No. AUC 8913.00  
April, 2000

ENT 30255:2001 P6 31 of 57



**D** **O** **R**  
Detention Area  
Overflow Spillway  
Retention Area

Storm Drainage Plan  
**Harvest Hills Community**  
Planned Residential Community  
Saratoga Springs, Utah  
WINDSOR DEVELOPMENT, LLC.



AGREEMENT  
SEWER. FACILITIES

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2000 by and between the TOWN OF SARATOGA SPRINGS ("Town") and COLLINS BROTHERS OIL COMPANY, WINDSOR DEVELOPMENT, LLC, PAUL E. JOHNSON, WILLIAM DOUGLAS HORNE, SCOTT McLACHLAN and LYNN WARDLEY (collectively the "Owners" and individually an "Owner").

RECITALS:

A. The Owners own most of the property located at or near the "Crossroads" area of the Town. The property owned by the Owners is set out in Exhibit A to this Agreement.

B. The Owners desire to facilitate development of their property at or near the Crossroads area by installing a sewer line and associated improvements including a sewer lift station from the Crossroads area to the Timpanogos Special Service District's (the "District") sewer trunk line at Saratoga Road (collectively the "Sewer Line").

C. Paul Johnson and Collins Brothers Oil Company (collectively the "Extension Owners") will construct a gravity sewer line from the end of the Sewer Line at the Four Corners to the entrance of the "Harvest Hills Planned Residential Community" (the "Sewer Extension").

D. The Sewer Line and the Sewer Extension will be dedicated and conveyed to Town upon completion and acceptance by Town. The Sewer Line and Sewer Extension are "system improvements" qualifying for sewer impact fee credits under the Town's Impact Fee Ordinance.

E. The parties are entering into this Agreement in order to provide for the construction of the Sewer System by the Owners and the Sewer Extension by the Extension Owners for Town and to provide the rights the Owners in the Sewer Line and Sewer Extension capacities subsequent to acceptance of the same by Town and for the reimbursement of the Owners and Extension Owners for the costs to Construct the Sewer Line and Sewer Extension.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and terms hereinafter set forth and set forth in the above Recitals, the parties hereby agree as follows:

1. Construction of Sewer Line. Owners shall design and construct and install the Sewer Line at their own expense. The Sewer Line is more particularly described in Exhibit B attached hereto. Final plans and specifications for the Sewer Line and any modifications thereto shall be reviewed and approved by the Town Engineer. The Sewer Line shall be



designed and constructed and installed so as to provide sufficient capacity for 7,500 single family detached residential sewer connections ("Sewer Connections"). Owners shall obtain all necessary permits and rights of way for the construction and installation of the Sewer Line and shall also obtain permanent easements for the operation and maintenance of the Sewer Line. All such easements shall either be granted to Town or shall be assignable by Owners to Town. All such permits and easements shall be approved as to form by the Town Engineer and/or other representatives of the Town. The Town Engineer shall inspect all work on the Sewer Line and Owners shall pay all inspection and other fees and costs of the Town Engineer involved in the construction and installation of the Sewer Line. All such fees shall be added to and included in the cost of construction of the Sewer Line, shall be included in any bonding for the construction of the Sewer Line and shall be reimbursed as part of the costs of the Sewer Line.

2. Construction of Sewer Extension. Extension Owners shall design and construct and install the Sewer Extension at their own expense. The Sewer Extension is more particularly described in Exhibit C attached hereto. Final plans and specifications for the Sewer Extension and any modifications thereto shall be reviewed and approved by the Town Engineer. The Sewer Extension shall be designed and constructed and installed so as to provide sufficient capacity for \_\_\_\_\_ single family detached residential sewer connections ("Sewer Connections"). Extension Owners shall obtain all necessary permits and rights of way for the construction and installation of the Sewer Extension and shall also obtain permanent easements for the operation and maintenance of the Sewer Extension. All such easements shall either be granted to Town or shall be assignable by Owners to Town. All such permits and easements shall be approved as to form by the Town Engineer and/or other representatives of the Town. The Town Engineer shall inspect all work on the Sewer Extension and Extension Owners shall pay all inspection and other fees and costs of the Town Engineer involved in the construction and installation of the Sewer Extension. All such fees shall be added to and included in the cost of construction of the Sewer Extension, shall be included in any bonding for the construction of the Sewer Extension and shall be reimbursed as part of the costs of the Sewer Extension.

3. Phasing of Construction - Connection to Existing Sewer Line. The "First Phase" of the construction of the Sewer Line shall include the full designed capacity of the Sewer Line as set out in Section 1 of this Agreement to the point set out in Exhibit B as the "Interim Full Capacity Terminus" and a ten inch sewer line (the "Interim Line") from that point to the ten inch pressurized sewer line built and dedicated to Town by Saratoga Springs Development, LLC (the "Existing Sewer Line"). The capacity of the First Phase shall be limited to the available capacity in the Existing Sewer Line. The "Second Phase of the construction of the Sewer Line shall include the full designed capacity of the Sewer Line from the Interim Full Capacity Terminus to the outfall of the District's sewer trunk line in Saratoga Road. The Interim Line and its connection to the Existing Sewer Line is intended as a temporary line and connection until the completion of the Second Phase. However, in the event Town determines that there is capacity in the Existing Sewer Line that is not required for other development

within Town, and if both Town and the Owners determine it to be in their mutual interest to leave the Interim Line permanently connected to the Existing Sewer Line, the Interim Line may be left permanently connected to the Existing Sewer Line and adjustments may be made in the sizing of the Second Phase to account for the reduced requirements based upon permanent utilization of the Interim Line capacity and capacity in the Existing Sewer Line. Unless Town and Owners agree to leave the Interim Line permanently connected to the Existing Sewer Line for use as set out above or as a backup or emergency line, the Second Phase shall include removal of the Interim Line. For purposes of this Agreement, the capacity of the Sewer Line shall be the capacity of the First Phase until the completion of the Second Phase. Construction of the Second Phase shall commence the earlier of two years from the date of this Agreement or the recording of subdivision plats or site plans for 700 residential units or equivalent residential units. Provided, however, that if 700 residential units or equivalent residential units have not been approved and recorded by the end of two years, Owners may provide a bond in the amount of 110% of the estimated cost of the Second Phase as of the time of bonding, which estimated costs shall be reviewed and approved by the Town Engineer, and Owners shall have until the end of three years to complete the construction of the Second Phase.

4. Payment for Construction of Sewer Line - Bonding. Each Owner agrees to pay the pro rata share, as set out in Exhibit D to this Agreement, of the cost of construction of the Sewer Line. Each Owner shall pay its pro rata share of the estimated cost the First Phase prior to commencing construction of the same. In the event the cost of the First Phase exceeds the estimated costs, each Owner shall pay its pro rata share of the excess costs upon billing for the same. Each Owner shall pay its pro rata share of the estimated cost the Second Phase prior to commencing construction of the same. In the event the cost of the Second Phase exceeds the estimated costs, each Owner shall pay its pro rata share of the excess costs upon billing for the same. No bonding shall be required for the construction of the Sewer Line unless and until one or more of the Owners desires to record a subdivision plat for development of their land to be served by the Sewer Line. In that event, a bond in the amount of the remaining costs of the applicable phase shall be placed with Town. If sufficient money has been deposited by the Owners for the costs of remaining construction, such deposited funds may be transferred to Town as a cash bond. Upon conveyance of either phase of the Sewer Line to Town, 10% of the cost of the construction of the phase shall be deposited with or retained by Town for a period of two years following inspection and acceptance by Town to secure Owners' warranty obligations under Section 7 of this Agreement.

5. Payment for Construction of Sewer Extension - Bonding. Each Extension Owner agrees to pay the pro rata share, as set out in Exhibit D to this Agreement, of the cost of construction of the Sewer Extension. Each Extension Owner shall pay its pro rata share of the estimated cost the Sewer Extension prior to commencing construction of the same. In the event the cost of the Sewer Extension exceeds the estimated costs, each Extension Owner shall pay its pro rata share of the excess costs upon billing for the same. No bonding shall be required for the construction of the Sewer Extension unless and until one or more of the Extension Owners desires to record a subdivision plat for development of their land to be

served by the Sewer Extension. In that event, a bond in the amount of the remaining costs of the Sewer Extension shall be placed with Town. If sufficient money has been deposited by the Extension Owners for the costs of remaining construction, such deposited funds may be transferred to Town as a cash bond. Upon conveyance of the Sewer Extension to Town, 10% of the cost of the construction of the Sewer Extension shall be deposited with or retained by Town for a period of two years following inspection and acceptance by Town to secure Extension Owners' warranty obligations under Section 7 of this Agreement.

6. Conveyance of Sewer System to Town. Upon completion of the First Phase and acceptance of the same by Town, Owners shall convey to Town, pursuant to the terms of this Agreement, the First Phase Sewer Line and all associated rights and easements. Upon conveyance of the First Phase Sewer Line, Town shall have complete ownership and control of the First Phase Sewer Line subject to the sewer connections reserved by the Owners as provided in Section 9 of this Agreement and subject to the right of the Owners to be reimbursed as provided in Section 11 of this Agreement. Upon completion of the Second Phase and acceptance of the same by Town, Owners shall convey to Town, pursuant to the terms of this Agreement, the Second Phase Sewer Line and all associated rights. Upon conveyance of the Second Phase Sewer Line, Town shall have complete ownership and control of the Sewer Line subject to the sewer connections reserved by the Owners as provided in Section 9 of this Agreement and subject to the right of the Owners to be reimbursed as provided in Section 11 of this Agreement. Upon completion of the Sewer Extension and acceptance of the same by Town, Extension Owners shall convey to Town, pursuant to the terms of this Agreement, the Sewer Extension and all associated rights and easements. Upon conveyance of the Sewer Extension, Town shall have complete ownership and control of the Sewer Extension subject to the sewer connections reserved by the Extension Owners as provided in Section 9 of this Agreement and subject to the right of the Extension Owners to be reimbursed as provided in Section 11 of this Agreement.

7. Representations and Warranties. All conveyances of the Sewer Line shall include and contain, whether or not expressly set out in the conveyance documents, representations and warranties that Owners have good and marketable title to the Sewer Line and all of its components and that the Sewer Line is being conveyed free of any liens or rights of third parties and that all improvements were constructed and installed in accordance with all applicable laws and regulations and in a good and workman like manner and that such improvements are in good working order and are free of material defects. Owners shall represent and warrant, whether or not expressly set out in the conveyance documents, that all of the Sewer Line and every part thereof shall remain in good condition free from all defects in design, materials and/or workmanship for two years from the date the Sewer Line, or either phase thereof, is completed, inspected and accepted by the Town (the "Warranty Period"). The Owners shall promptly make all repairs, corrections and/or replacements for all defects in workmanship, materials and/or equipment included in the Sewer Line during the Warranty Period which warranty work shall be inspected and accepted by the Town. Owners shall transfer and assign to Town, whether or not expressly set out in the conveyance documents, any and all construction warranties, material or equipment or other warranties, bonds or representations by contractors, materialmen or other suppliers or manufacturers with respect to the transferred assets, including without limitation, a

general assignment of any and all general rights of recourse against contractors, suppliers and manufactures for defects of failure of performance under the contracts of construction, purchase or supply after the Warranty Period and during the Warranty Period if Owners shall fail to meet their warranty obligations during the Warranty Period. The conveyance of the Sewer Extension to Town shall include the same representations, warranties and assignments by the Extension Owners as to the Sewer Extension as are set out in this Section for the Sewer Line, whether or not such representations, warranties and assignments are set out in said conveyance.

ENT 30255:2001 PG 36 of 57

8. Operation of Sewer Line - Sewer Service to Owners. Upon completion, acceptance and conveyance of the First Phase of the Sewer Line to Town, Town shall own, operate and maintain the same. Upon completion, acceptance and conveyance of the Second Phase of the Sewer Line Town shall own, operate and maintain the Sewer Line. Upon completion, acceptance and conveyance of the Sewer Extension to Town, Town shall own, operate and maintain the same. Town agrees to provide sewer service to the approved subdivisions and/or other development on Owners' property based on reserved Sewer Connections at standard rates generally charged for other development within the Town in accordance with the ordinances, rules and regulations of Town and the District covering sewer service upon completion of on-site and any other off-site sewer lines needed to connect the development to the Sewer Line and upon payment of the District's Capital Facilities Charge, which is presently set at \$1,000 for each residential connection, the Town's sewer impact fee and any connection fees imposed by Town.

9. Reserved Capacities in the Sewer Line. Upon completion and conveyance of the Sewer Line and Sewer Extension to Town, Town shall reserve to each Owner the number of Sewer Connections as are set out in Exhibit D, subject to any reduction as provided in Section 10 of this Agreement, provided that each Owner shall have paid its pro rata share of the costs of construction the Sewer Line and, in the case of Extension Owners, the Sewer Extension. Upon completion of the First Phase Sewer Line and conveyance of the same to Town, Town shall reserve to each Owner the pro rata number of Sewer Connections determined by dividing the number of Sewer Connections for which the First Phase can provide by 7,500 and by multiplying the result by the Sewer Connections set out in Exhibit D for each Owner. The Sewer Connections reserved by each Owner shall be used for the development of each Owner's property. The reservations of Sewer Connections by Town for each Owner shall continue for 15 years from the date of this Agreement and thereafter such Sewer Connections shall only be reserved for "Approved Development" on each Owner's property. "Approved Development" shall mean any development for which there is preliminary subdivision approval or master plan approval by the Planning Commission and the Town Council. Such reservations beyond the initial 15 year period for Approved Development shall terminate as soon as the Approved Development loses its approved status for failure to develop within the time allowed or for any other reason. At such time an Owner's reserved Sewer Connections are no longer reserved, such Sewer Connections shall be unreserved Sewer Connections governed by Section 10 of this Agreement. An Owner may transfer reserved Sewer Connections only in connection with the transfer of the Owner's property unless Town shall consent to the transfer of reserved connections separate from the Owner's property.

10. Unreserved Sewer Connections. The Sewer Line shall be designed and constructed so as to provide capacity for 7,500 sewer connections, of which 6,478 are reserved to the Owners. The remainder of the capacity in the Sewer Line shall be owned and controlled by Town as unreserved Sewer Connections. In the event the Sewer Line as actually built, does not have capacity for 7,500 Sewer Connections, each of the Owner's reserved Connections and the Town's unreserved Sewer Connections shall be proportionately reduced so that the shortfall is absorbed on a pro rata basis. Town may allow anyone whose property may be served by the Sewer Line, other than the Owners, ("Nonparticipating Owners") to use the unreserved Sewer Connections to provide sewer service to their property. Town may also allow an Owner who has utilized all of its reserved Sewer Connections to utilize unreserved Sewer Connections. However, no Owner shall be entitled to utilize unreserved Sewer Connections so long as such Owner continues to own reserved Sewer Connections that are not committed to an Approved Development.

ENT 30255:2001 PG 37 of 57

11. Reimbursement of Costs of Sewer Line and Sewer Extension. The Owners shall be reimbursed for the costs of the Sewer Line, including engineering and inspection fees, as herein provided. Sewer Impact Fees shall be charged on all residential units and other uses, on an equivalent residential unit basis, served by the Sewer Line including residential units and other uses on property owned by the Owners. Town shall pay to the Owners, on a pro rata basis, 90% of the sewer impact fees charged for the Sewer Connections, less any reasonable credits or reimbursements Town may allow for the costs of offsite sewer lines from the Sewer Line or Sewer Extension to reimburse the Owners for the costs of the Sewer Line until the Owners have been fully reimbursed the pro rata share of the costs of the Sewer Line paid by the Owners as well as the projected interest charge as set out in Exhibit D to his Agreement. Thereafter, Town shall pay to the Extension Owners, on a pro rata basis, 90% of the sewer impact fees charged for the Sewer Connections, less any reasonable credits or reimbursements Town may allow for the costs of offsite sewer lines from the Sewer Line or Sewer Extension to reimburse the Extension Owners for the costs of the Sewer Extension until the Extension Owners have been fully reimbursed the pro rata share of the costs of the Sewer Extension paid by the Extension Owners as well as the projected interest charge as set out in Exhibit D to his Agreement. Town shall make the above pro rata payments from sewer impact fees received by Town on a periodic basis of not longer than a calendar year quarter. Town's obligation to reimburse Owners for the Sewer Line and the Extension Owners for the Extension Line as provided in this Section shall terminate 15 years from the date of this Agreement whether or not the Owners and Extension Owners have been fully reimbursed. The parties agree that the currently adopted Town sewer impact fee of \$494 is expected to be sufficient to result in reimbursement of the Owners and Extension Owners. Town agrees to not reduce the sewer impact fee applicable to the property served by the Sewer Line below the current level so long as the Owner's and Extension Owners have not been reimbursed. In the event Town determines that it is necessary to increase the sewer impact fee applicable to the property served by the Sewer Line for other facilities, Town shall include, reserve and utilize an amount equivalent to the current sewer impact fee for reimbursement of Owners and Extension Owners as provided in this Section.

12. General Provisions:

12.1. Integration. This Agreement and the attached exhibits and referenced agreements constitute the entire agreement between the parties as to the matters specifically addressed herein. This Agreement supersedes any and all negotiations, dealings and agreements by the parties subsequent to the execution of the Agreement as to the matters addressed herein. Any amendments to this Agreement must be in writing and signed by both parties hereto.

12.2. Notice. Any notice given under this Agreement shall be written and shall be delivered personally, by first class mail or by express mail addressed as follows:

To Town:                   Town of Saratoga Springs  
                                  9484 West 7350 North  
                                  Lehi, Ut. 84043

ENT 30255:2001 PG 38 of 57

To Owners:                c/o Paul Johnson  
                                  Windsor Development, LLC  
                                  3355 North University Avenue, Suite 250  
                                  Provo, Utah 84606

Or other such address as any party may designate by written notice to the other parties as herein provided.

12.3. Time of the Essence. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.

12.4. Construction. This Agreement shall be governed as in validity, enforcement, construction, effect and in all other respects by the Laws of the State of Utah. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provision of this Agreement.

12.5. Waiver. No failure or delay in exercising any right, 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.

12.6. 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.

12.7. Attorney Fees. The parties agree that should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or

in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

12.8 Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Any signed counterpart shall be deemed signed and delivered by the party signing it if sent by the signing party to any other party hereto by electronic facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

TOWN OF SARATOGA SPRINGS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

COLLINS BROTHERS OIL COMPANY

By: \_\_\_\_\_  
C. Richard Collins, General Partner

By: \_\_\_\_\_  
Floyd Collins, General Partner

WINDSOR DEVELOPMENT, LLC

By: \_\_\_\_\_  
Paul E. Johnson, Managing Member

\_\_\_\_\_  
William Douglas Horne

\_\_\_\_\_  
Scott McLauchlan

\_\_\_\_\_  
Lynn Wardley

# EXHIBIT A & B

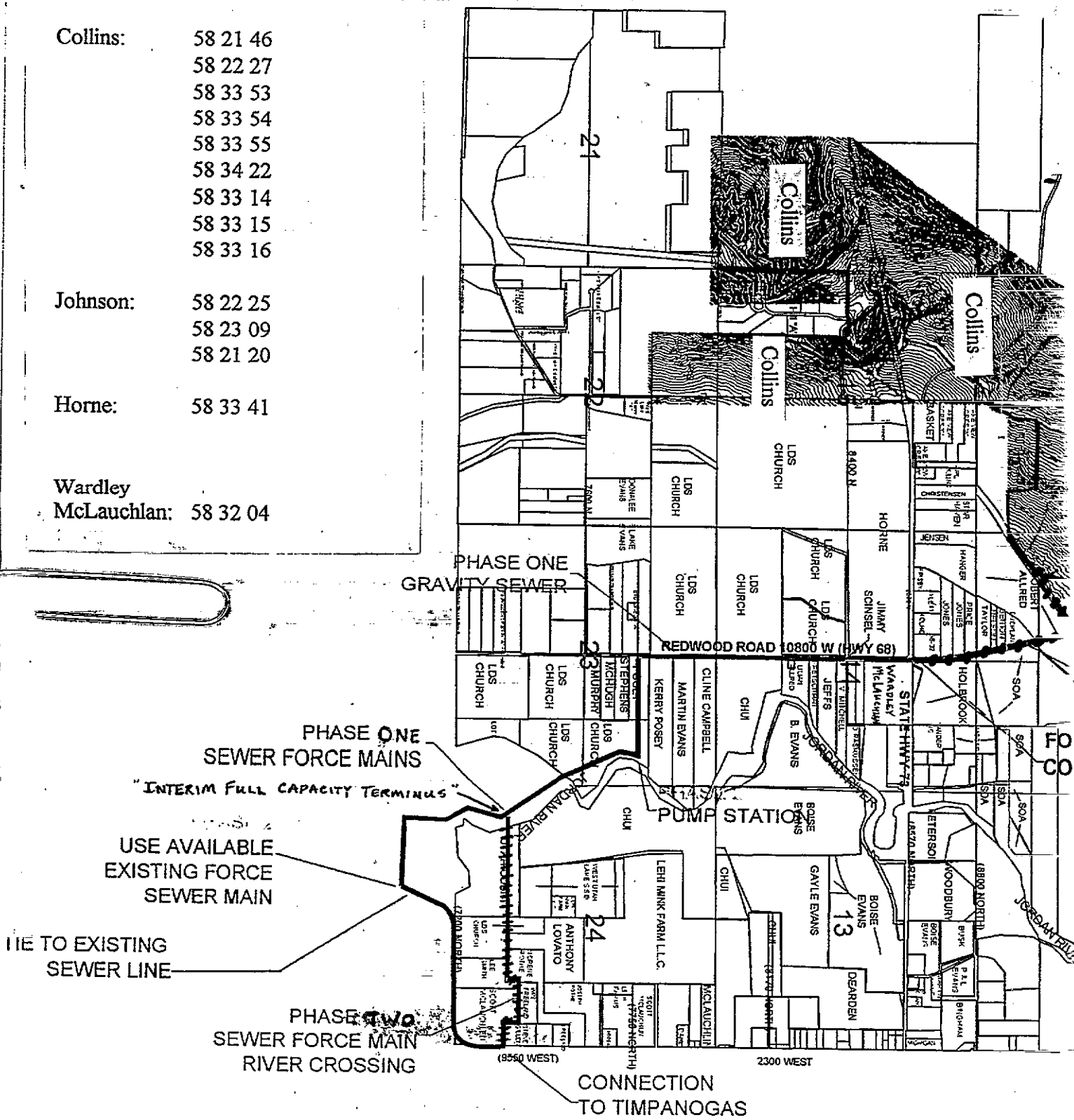
## Owners' Utah County Parcel Numbers

Collins: 58 21 46  
 58 22 27  
 58 33 53  
 58 33 54  
 58 33 55  
 58 34 22  
 58 33 14  
 58 33 15  
 58 33 16

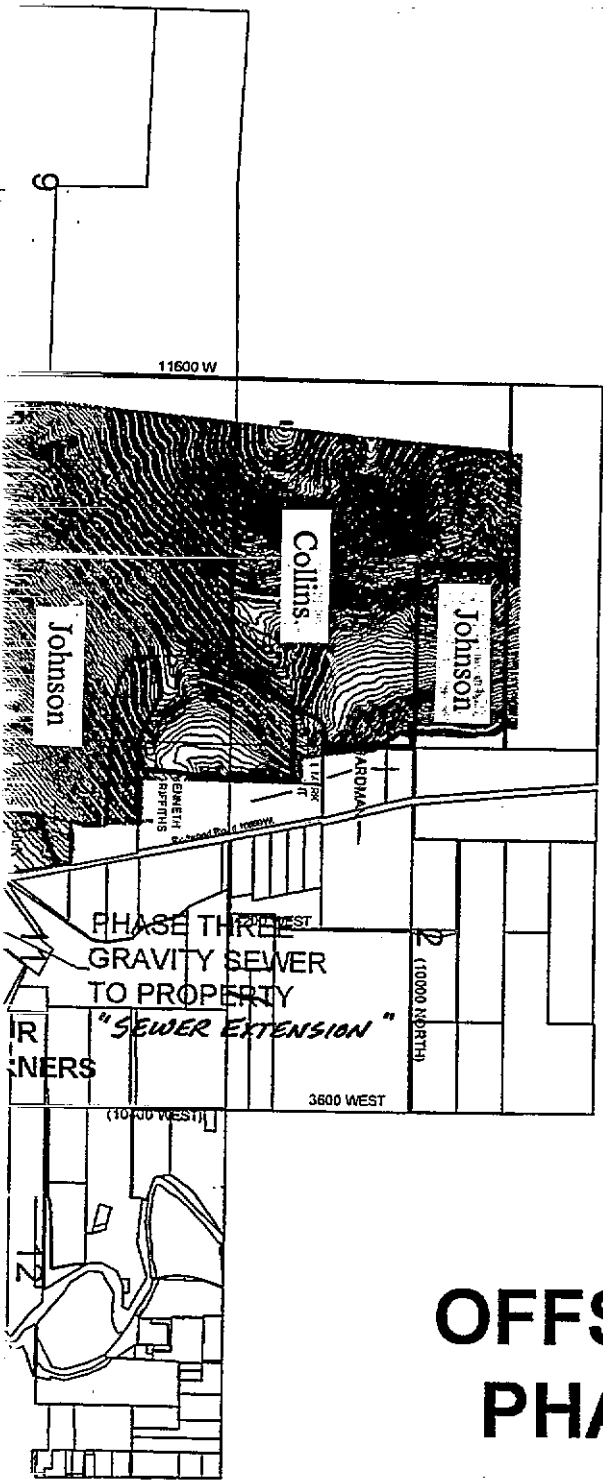
Johnson: 58 22 25  
 58 23 09  
 58 21 20

Horne: 58 33 41

Wardley  
 McLauchlan: 58 32 04







NORTH  
 11X17: 1" = 2800'  
 24X36: 1" = 1200'

# OFFSITE SEWER PHASING MAP

REVISION	
DESCRIPTION	DATE

HARVEST HILLS  
 SARATOGA SPRINGS, UTAH

LYSTER ENGINEERING, INC  
 PROVO, UTAH 801-221-9918

DATE:	5/05/00
SCALE:	
BY:	GRL
PROJECT:	99044
SHEET:	1

# EXHIBIT C

ENT 30255:2001 PG 42 of 57

OMITTED  
Not Referenced

# Off-Site Utility Cost-Sharing Proposal

Crossroads Area

SEWER LINE	Acreage	Comm.	Acreage by ERU* Per Acre Category							ERUs Per Landowner	% Of Total ERUs		
			Residential										
			2.00	2.80	3.25	3.50	4.00	10.00	12.00				
Landowners													
Wardley/McLaughlin	27	27										54	0.83%
Horne	127	67					60					734	11.33%
Collins Brothers	1,065	220		120			575					3,376	52.11%
Gibson (Johnson)	355						355					1,420	21.92%
Briefling (Johnson)	5	3								2		30	0.46%
Rothe (Johnson)	72									72		864	13.34%
Totals	1,651	317	150	120	0	0	930	60	74	74	6,478	100.00%	

SEWER EXTENSION	Acreage	Comm.	Acreage by ERU* Per Acre Category							ERUs Per Landowner	% Of Total ERUs		
			Residential										
			2.00	2.80	3.25	3.50	4.00	10.00	12.00				
Landowners													
Collins Brothers	578						575					2,300	49.85%
Gibson (Johnson)	355						355					1,420	30.78%
Briefling (Johnson)	5	3								2		30	0.65%
Rothe (Johnson)	72									72		864	18.73%
Totals	1,010	3	0	0	0	0	930	0	74	74	4,614	100.00%	

\*Cost sharing will be based on usage; each landowner will pay for the capacity he expects to use.  
 \*ERU: Equivalent Residential Unit

## Exhibit E

## Projected Interest Expense Calculation and Reimbursement Schedule

Reimbursable expenses on the Sewer System and Sewer Extension shall include projected interest expense on all reimbursable expenses. Projected interest expenses shall be calculated as follows:

## Sewer System

Total Cost of Sewer System (projected):	\$1,250,000
Interest Rate Imputed:	10% per annum, beginning on date of this Agreement
Reimbursement Term:	15 years
Projected Reimbursement Schedule:	15 equal, annual payments
Reimbursement Per Unit:	\$444.60 (90% of \$494 sewer impact fee)
Sewer System Total Reimbursable	
Amount Including Interest:	\$2,465,133
Total Units for Total Reimbursement:	5,545 units (\$2,465,133 / \$444.60)

## Sewer Extension

Total Cost of Sewer Extension (projected):	\$350,000
Interest Rate Imputed:	10% per annum, beginning on date of this Agreement
Reimbursement Term:	15 years
Projected Reimbursement Schedule:	5 equal, annual payments starting 11 years from the date of this Agreement
Principal and Interest at Time of First Reimb.:	\$907,810
Reimbursement Per Unit:	\$444.60 (90% of \$494 sewer impact fee)
Sewer System Total Reimbursable	
Amount Including Interest:	\$1,197,390
Total Units for Total Reimbursement:	2,693 units (\$1,197,390 / \$444.60)

Because the total system capacity is 7,500 units, and the impact fees from the first 5,545 units will be needed to reimburse the Owners for the cost of the Sewer System, only 1,955 units remain available to reimburse the Owners of the Sewer Extension. Under the above projections, 2,693 units will be needed for total reimbursement of the Sewer Extension costs. Nevertheless, the Owners of the Sewer Extension agree to accept \$444.60 of sewer impact fees from 1,955 units as full reimbursement for their costs of the Sewer Extension.

AGREEMENT  
SEWER FACILITIES

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2000 by and between the TOWN OF SARATOGA SPRINGS ("Town") and COLLINS BROTHERS OIL COMPANY, WINDSOR DEVELOPMENT, LLC, PAUL E. JOHNSON, WILLIAM DOUGLAS HORNE, SCOTT McLACHLAN and LYNN WARDLEY (collectively the "Owners" and individually an "Owner").

RECITALS:

A. The Owners own most of the property located at or near the "Crossroads" area of the Town. The property owned by the Owners is set out in Exhibit A to this Agreement.

B. The Owners desire to facilitate development of their property at or near the Crossroads area by installing a sewer line and associated improvements including a sewer lift station from the Crossroads area to the Timpanogos Special Service District's (the "District") sewer trunk line at Saratoga Road (collectively the "Sewer Line").

C. Paul Johnson and Collins Brothers Oil Company (collectively the "Extension Owners") will construct a gravity sewer line from the end of the Sewer Line at the Four Corners to the entrance of the "Harvest Hillis Planned Residential Community" (the "Sewer Extension").

D. The Sewer Line and the Sewer Extension will be dedicated and conveyed to Town upon completion and acceptance by Town. The Sewer Line and Sewer Extension are "system improvements" qualifying for sewer impact fee credits under the Town's Impact Fee Ordinance.

E. The parties are entering into this Agreement in order to provide for the construction of the Sewer System by the Owners and the Sewer Extension by the Extension Owners for Town and to provide the rights the Owners in the Sewer Line and Sewer Extension capacities subsequent to acceptance of the same by Town and for the reimbursement of the Owners and Extension Owners for the costs to Construct the Sewer Line and Sewer Extension.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and terms hereinafter set forth and set forth in the above Recitals, the parties hereby agree as follows:

1. Construction of Sewer Line. Owners shall design and construct and install the Sewer Line at their own expense. The Sewer Line is more particularly described in Exhibit B attached hereto. Final plans and specifications for the Sewer Line and any modifications thereto shall be reviewed and approved by the Town Engineer. The Sewer Line shall be

designed and constructed and installed so as to provide sufficient capacity for 7,500 single family detached residential sewer connections ("Sewer Connections"). Owners shall obtain all necessary permits and rights of way for the construction and installation of the Sewer Line and shall also obtain permanent easements for the operation and maintenance of the Sewer Line. All such easements shall either be granted to Town or shall be assignable by Owners to Town. All such permits and easements shall be approved as to form by the Town Engineer and/or other representatives of the Town. The Town Engineer shall inspect all work on the Sewer Line and Owners shall pay all inspection and other fees and costs of the Town Engineer involved in the construction and installation of the Sewer Line. All such fees shall be added to and included in the cost of construction of the Sewer Line, shall be included in any bonding for the construction of the Sewer Line and shall be reimbursed as part of the costs of the Sewer Line.

2. Construction of Sewer Extension. Extension Owners shall design and construct and install the Sewer Extension at their own expense. The Sewer Extension is more particularly described in Exhibit C attached hereto. Final plans and specifications for the Sewer Extension and any modifications thereto shall be reviewed and approved by the Town Engineer. The Sewer Extension shall be designed and constructed and installed so as to provide sufficient capacity for \_\_\_\_\_ single family detached residential sewer connections ("Sewer Connections"). Extension Owners shall obtain all necessary permits and rights of way for the construction and installation of the Sewer Extension and shall also obtain permanent easements for the operation and maintenance of the Sewer Extension. All such easements shall either be granted to Town or shall be assignable by Owners to Town. All such permits and easements shall be approved as to form by the Town Engineer and/or other representatives of the Town. The Town Engineer shall inspect all work on the Sewer Extension and Extension Owners shall pay all inspection and other fees and costs of the Town Engineer involved in the construction and installation of the Sewer Extension. All such fees shall be added to and included in the cost of construction of the Sewer Extension, shall be included in any bonding for the construction of the Sewer Extension and shall be reimbursed as part of the costs of the Sewer Extension.

3. Phasing of Construction - Connection to Existing Sewer Line. The "First Phase" of the construction of the Sewer Line shall include the full designed capacity of the Sewer Line as set out in Section 1 of this Agreement to the point set out in Exhibit B as the "Interim Full Capacity Terminus" and a ten inch sewer line (the "Interim Line") from that point to the ten inch pressurized sewer line built and dedicated to Town by Saratoga Springs Development, LLC (the "Existing Sewer Line"). The capacity of the First Phase shall be limited to the available capacity in the Existing Sewer Line. The "Second Phase of the construction of the Sewer Line shall include the full designed capacity of the Sewer Line from the Interim Full Capacity Terminus to the outfall of the District's sewer trunk line in Saratoga Road. The Interim Line and its connection to the Existing Sewer Line is intended as a temporary line and connection until the completion of the Second Phase. However, in the event Town determines that there is capacity in the Existing Sewer Line that is not required for other development

within Town, and if both Town and the Owners determine it to be in their mutual interest to leave the Interim Line permanently connected to the Existing Sewer Line, the Interim Line may be left permanently connected to the Existing Sewer Line and adjustments may be made in the sizing of the Second Phase to account for the reduced requirements based upon permanent utilization of the Interim Line capacity and capacity in the Existing Sewer Line. Unless Town and Owners agree to leave the Interim Line permanently connected to the Existing Sewer Line for use as set out above or as a backup or emergency line, the Second Phase shall include removal of the Interim Line. For purposes of this Agreement, the capacity of the Sewer Line shall be the capacity of the First Phase until the completion of the Second Phase. Construction of the Second Phase shall commence the earlier of two years from the date of this Agreement or the recording of subdivision plats or site plans for 700 residential units or equivalent residential units. Provided, however, that if 700 residential units or equivalent residential units have not been approved and recorded by the end of two years, Owners may provide a bond in the amount of 110% of the estimated cost of the Second Phase as of the time of bonding, which estimated costs shall be reviewed and approved by the Town Engineer, and Owners shall have until the end of three years to complete the construction of the Second Phase.

ENT 30255:2001 PG 47 of 57

4. Payment for Construction of Sewer Line - Bonding. Each Owner agrees to pay the pro rata share, as set out in Exhibit D to this Agreement, of the cost of construction of the Sewer Line. Each Owner shall pay its pro rata share of the estimated cost the First Phase prior to commencing construction of the same. In the event the cost of the First Phase exceeds the estimated costs, each Owner shall pay its pro rata share of the excess costs upon billing for the same. Each Owner shall pay its pro rata share of the estimated cost the Second Phase prior to commencing construction of the same. In the event the cost of the Second Phase exceeds the estimated costs, each Owner shall pay its pro rata share of the excess costs upon billing for the same. No bonding shall be required for the construction of the Sewer Line unless and until one or more of the Owners desires to record a subdivision plat for development of their land to be served by the Sewer Line. In that event, a bond in the amount of the remaining costs of the applicable phase shall be placed with Town. If sufficient money has been deposited by the Owners for the costs of remaining construction, such deposited funds may be transferred to Town as a cash bond. Upon conveyance of either phase of the Sewer Line to Town, 10% of the cost of the construction of the phase shall be deposited with or retained by Town for a period of two years following inspection and acceptance by Town to secure Owners' warranty obligations under Section 7 of this Agreement.

5. Payment for Construction of Sewer Extension - Bonding. Each Extension Owner agrees to pay the pro rata share, as set out in Exhibit D to this Agreement, of the cost of construction of the Sewer Extension. Each Extension Owner shall pay its pro rata share of the estimated cost the Sewer Extension prior to commencing construction of the same. In the event the cost of the Sewer Extension exceeds the estimated costs, each Extension Owner shall pay its pro rata share of the excess costs upon billing for the same. No bonding shall be required for the construction of the Sewer Extension unless and until one or more of the Extension Owners desires to record a subdivision plat for development of their land to be

served by the Sewer Extension. In that event, a bond in the amount of the remaining costs of the Sewer Extension shall be placed with Town. If sufficient money has been deposited by the Extension Owners for the costs of remaining construction, such deposited funds may be transferred to Town as a cash bond. Upon conveyance of the Sewer Extension to Town, 10% of the cost of the construction of the Sewer Extension shall be deposited with or retained by Town for a period of two years following inspection and acceptance by Town to secure Extension Owners' warranty obligations under Section 7 of this Agreement.

ENT 30255:2001 PG 48 of 57

6. Conveyance of Sewer System to Town. Upon completion of the First Phase and acceptance of the same by Town, Owners shall convey to Town, pursuant to the terms of this Agreement, the First Phase Sewer Line and all associated rights and easements. Upon conveyance of the First Phase Sewer Line, Town shall have complete ownership and control of the First Phase Sewer Line subject to the sewer connections reserved by the Owners as provided in Section 9 of this Agreement and subject to the right of the Owners to be reimbursed as provided in Section 11 of this Agreement. Upon completion of the Second Phase and acceptance of the same by Town, Owners shall convey to Town, pursuant to the terms of this Agreement, the Second Phase Sewer Line and all associated rights. Upon conveyance of the Second Phase Sewer Line, Town shall have complete ownership and control of the Sewer Line subject to the sewer connections reserved by the Owners as provided in Section 9 of this Agreement and subject to the right of the Owners to be reimbursed as provided in Section 11 of this Agreement. Upon completion of the Sewer Extension and acceptance of the same by Town, Extension Owners shall convey to Town, pursuant to the terms of this Agreement, the Sewer Extension and all associated rights and easements. Upon conveyance of the Sewer Extension, Town shall have complete ownership and control of the Sewer Extension subject to the sewer connections reserved by the Extension Owners as provided in Section 9 of this Agreement and subject to the right of the Extension Owners to be reimbursed as provided in Section 11 of this Agreement.

7. Representations and Warranties. All conveyances of the Sewer Line shall include and contain, whether or not expressly set out in the conveyance documents, representations and warranties that Owners have good and marketable title to the Sewer Line and all of its components and that the Sewer Line is being conveyed free of any liens or rights of third parties and that all improvements were constructed and installed in accordance with all applicable laws and regulations and in a good and workman like manner and that such improvements are in good working order and are free of material defects. Owners shall represent and warrant, whether or not expressly set out in the conveyance documents, that all of the Sewer Line and every part thereof shall remain in good condition free from all defects in design, materials and/or workmanship for two years from the date the Sewer Line, or either phase thereof, is completed, inspected and accepted by the Town (the "Warranty Period"). The Owners shall promptly make all repairs, corrections and/or replacements for all defects in workmanship, materials and/or equipment included in the Sewer Line during the Warranty Period which warranty work shall be inspected and accepted by the Town. Owners shall transfer and assign to Town, whether or not expressly set out in the conveyance documents, any and all construction warranties, material or equipment or other warranties, bonds or representations by contractors, materialmen or other suppliers or manufacturers with respect to the transferred assets, including without limitation, a



general assignment of any and all general rights of recourse against contractors, suppliers and manufactures for defects of failure of performance under the contracts of construction, purchase or supply after the Warranty Period and during the Warranty Period if Owners shall fail to meet their warranty obligations during the Warranty Period. The conveyance of the Sewer Extension to Town shall include the same representations, warranties and assignments by the Extension Owners as to the Sewer Extension as are set out in this Section for the Sewer Line, whether or not such representations, warranties and assignments are set out in said conveyance.

8. Operation of Sewer Line - Sewer Service to Owners. Upon completion, acceptance and conveyance of the First Phase of the Sewer Line to Town, Town shall own, operate and maintain the same. Upon completion, acceptance and conveyance of the Second Phase of the Sewer Line Town shall own, operate and maintain the Sewer Line. Upon completion, acceptance and conveyance of the Sewer Extension to Town, Town shall own, operate and maintain the same. Town agrees to provide sewer service to the approved subdivisions and/or other development on Owners' property based on reserved Sewer Connections at standard rates generally charged for other development within the Town in accordance with the ordinances, rules and regulations of Town and the District covering sewer service upon completion of on-site and any other off-site sewer lines needed to connect the development to the Sewer Line and upon payment of the District's Capital Facilities Charge, which is presently set at \$1,000 for each residential connection, the Town's sewer impact fee and any connection fees imposed by Town.

9. Reserved Capacities in the Sewer Line. Upon completion and conveyance of the Sewer Line and Sewer Extension to Town, Town shall reserve to each Owner the number of Sewer Connections as are set out in Exhibit D, subject to any reduction as provided in Section 10 of this Agreement, provided that each Owner shall have paid its pro rata share of the costs of construction the Sewer Line and, in the case of Extension Owners, the Sewer Extension. Upon completion of the First Phase Sewer Line and conveyance of the same to Town, Town shall reserve to each Owner the pro rata number of Sewer Connections determined by dividing the number of Sewer Connections for which the First Phase can provide by 7,500 and by multiplying the result by the Sewer Connections set out in Exhibit D for each Owner. The Sewer Connections reserved by each Owner shall be used for the development of each Owner's property. The reservations of Sewer Connections by Town for each Owner shall continue for 15 years from the date of this Agreement and thereafter such Sewer Connections shall only be reserved for "Approved Development" on each Owner's property. "Approved Development" shall mean any development for which there is preliminary subdivision approval or master plan approval by the Planning Commission and the Town Council. Such reservations beyond the initial 15 year period for Approved Development shall terminate as soon as the Approved Development loses its approved status for failure to develop within the time allowed or for any other reason. At such time an Owner's reserved Sewer Connections are no longer reserved, such Sewer Connections shall be unreserved Sewer Connections governed by Section 10 of this Agreement. An Owner may transfer reserved Sewer Connections only in connection with the transfer of the Owner's property unless Town shall consent to the transfer of reserved connections separate from the Owner's property.

10. Unreserved Sewer Connections. The Sewer Line shall be designed and constructed so as to provide capacity for 7,500 sewer connections, of which 6,478 are reserved to the Owners. The remainder of the capacity in the Sewer Line shall be owned and controlled by Town as unreserved Sewer Connections. In the event the Sewer Line as actually built, does not have capacity for 7,500 Sewer Connections, each of the Owner's reserved Connections and the Town's unreserved Sewer Connections shall be proportionately reduced so that the shortfall is absorbed on a pro rata basis. Town may allow anyone whose property may be served by the Sewer Line, other than the Owners, ("Nonparticipating Owners") to use the unreserved Sewer Connections to provide sewer service to their property. Town may also allow an Owner who has utilized all of its reserved Sewer Connections to utilize unreserved Sewer Connections. However, no Owner shall be entitled to utilize unreserved Sewer Connections so long as such Owner continues to own reserved Sewer Connections that are not committed to an Approved Development.

11. Reimbursement of Costs of Sewer Line and Sewer Extension. The Owners shall be reimbursed for the costs of the Sewer Line, including engineering and inspection fees, as herein provided. Sewer Impact Fees shall be charged on all residential units and other uses, on an equivalent residential unit basis, served by the Sewer Line including residential units and other uses on property owned by the Owners. Town shall pay to the Owners, on a pro rata basis, 90% of the sewer impact fees charged for the Sewer Connections, less any reasonable credits or reimbursements Town may allow for the costs of offsite sewer lines from the Sewer Line or Sewer Extension to reimburse the Owners for the costs of the Sewer Line until the Owners have been fully reimbursed the pro rata share of the costs of the Sewer Line paid by the Owners as well as the projected interest charge as set out in Exhibit ~~E~~ to his Agreement. Thereafter, Town shall pay to the Extension Owners, on a pro rata basis, 90% of the sewer impact fees charged for the Sewer Connections, less any reasonable credits or reimbursements Town may allow for the costs of offsite sewer lines from the Sewer Line or Sewer Extension to reimburse the Extension Owners for the costs of the Sewer Extension until the Extension Owners have been fully reimbursed the pro rata share of the costs of the Sewer Extension paid by the Extension Owners as well as the projected interest charge as set out in Exhibit D to his Agreement. Town shall make the above pro rata payments from sewer impact fees received by Town on a periodic basis of not longer than a calendar year quarter. Town's obligation to reimburse Owners for the Sewer Line and the Extension Owners for the Extension Line as provided in this Section shall terminate 15 years from the date of this Agreement whether or not the Owners and Extension Owners have been fully reimbursed. The parties agree that the currently adopted Town sewer impact fee of \$494 is expected to be sufficient to result in reimbursement of the Owners and Extension Owners. Town agrees to not reduce the sewer impact fee applicable to the property served by the Sewer Line below the current level so long as the Owner's and Extension Owners have not been reimbursed. In the event Town determines that it is necessary to increase the sewer impact fee applicable to the property served by the Sewer Line for other facilities, Town shall include, reserve and utilize an amount equivalent to the current sewer impact fee for reimbursement of Owners and Extension Owners as provided in this Section.

12. General Provisions:

12.1. Integration. This Agreement and the attached exhibits and referenced agreements constitute the entire agreement between the parties as to the matters specifically addressed herein. This Agreement supersedes any and all negotiations, dealings and agreements by the parties subsequent to the execution of the Agreement as to the matters addressed herein. Any amendments to this Agreement must be in writing and signed by both parties hereto.

12.2. Notice. Any notice given under this Agreement shall be written and shall be delivered personally, by first class mail or by express mail addressed as follows:

To Town:                   Town of Saratoga Springs  
                                  9484 West 7350 North  
                                  Lehi, Ut. 84043

To Owners:                 c/o Paul Johnson  
                                  Windsor Development, LLC  
                                  3355 North University Avenue, Suite 250  
                                  Provo, Utah 84606

Or other such address as any party may designate by written notice to the other parties as herein provided.

12.3. Time of the Essence. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.

12.4. Construction. This Agreement shall be governed as in validity, enforcement, construction, effect and in all other respects by the Laws of the State of Utah. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provision of this Agreement.

12.5. Waiver. No failure or delay in exercising any right, 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.

12.6. 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.

12.7. Attorney Fees. The parties agree that should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or

in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

12.8 Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Any signed counterpart shall be deemed signed and delivered by the party signing it if sent by the signing party to any other party hereto by electronic facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

TOWN OF SARATOGA SPRINGS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

COLLINS BROTHERS OIL COMPANY

By: \_\_\_\_\_  
C. Richard Collins, General Partner

By: \_\_\_\_\_  
Floyd Collins, General Partner

WINDSOR DEVELOPMENT, LLC

By: \_\_\_\_\_  
Paul E. Johnson, Managing Member

\_\_\_\_\_  
William Douglas Horne

\_\_\_\_\_  
Scott McLauchlan

\_\_\_\_\_  
Lynn Wardley

# EXHIBIT C

OMITTED  
Not Referenced

ENT 30255:2001 PG 53 of 57

EXHIBIT D

# Off-Site Utility Cost-Sharing Proposal

## Crossroads Area

SEWER LINE	Landowners	Acreage	Acreage by ERU* Per Acre Category							ERUs Per Landowner	% Of Total ERUs
			Comm. 2.00	Residential					12.00		
				2.00	2.80	3.25	3.50	4.00			
	Wardley/McLauchlin	27								54	0.83%
	Horne	127					60			734	11.33%
	Collins Brothers	1,065	220	150	120		575			3,376	52.11%
	Gibson (Johnson)	355					355			1,420	21.92%
	Brietling (Johnson)	5	3						2	30	0.46%
	Rothe (Johnson)	72							72	864	13.34%
	Totals	1,651	317	150	120	0	930	60	74	6,478	100.00%

SEWER EXTENSION	Landowners	Acreage	Acreage by ERU* Per Acre Category							ERUs Per Landowner	% Of Total ERUs
			Comm. 2.00	Residential					12.00		
				2.00	2.80	3.25	3.50	4.00			
	Collins Brothers	578					575			2,300	49.85%
	Gibson (Johnson)	355					355			1,420	30.78%
	Brietling (Johnson)	5	3						2	30	0.65%
	Rothe (Johnson)	72							72	864	18.73%
	Totals	1,010	3	0	0	0	930	0	74	4,614	100.00%

Cost sharing will be based on usage; each landowner will pay for the capacity he expects to use.  
 \*ERU: Equivalent Residential Unit

## Exhibit E

**Projected Interest Expense Calculation and Reimbursement Schedule**

Reimbursable expenses on the Sewer System and Sewer Extension shall include projected interest expense on all reimbursable expenses. Projected interest expenses shall be calculated as follows:

**Sewer System**

Total Cost of Sewer System (projected):	\$1,250,000
Interest Rate Imputed:	10% per annum, beginning on date of this Agreement
Reimbursement Term:	15 years
Projected Reimbursement Schedule:	15 equal, annual payments
Reimbursement Per Unit:	\$444.60 (90% of \$494 sewer impact fee)
Sewer System Total Reimbursable Amount Including Interest:	\$2,465,133
Total Units for Total Reimbursement:	5,545 units (\$2,465,133 / \$444.60)

**Sewer Extension**

Total Cost of Sewer Extension (projected):	\$350,000
Interest Rate Imputed:	10% per annum, beginning on date of this Agreement
Reimbursement Term:	15 years
Projected Reimbursement Schedule:	5 equal, annual payments starting 11 years from the date of this Agreement
Principal and Interest at Time of First Reimb.:	\$907,810
Reimbursement Per Unit:	\$444.60 (90% of \$494 sewer impact fee)
Sewer System Total Reimbursable Amount Including Interest:	\$1,197,390
Total Units for Total Reimbursement:	2,693 units (\$1,197,390 / \$444.60)

Because the total system capacity is 7,500 units, and the impact fees from the first 5,545 units will be needed to reimburse the Owners for the cost of the Sewer System, only 1,955 units remain available to reimburse the Owners of the Sewer Extension. Under the above projections, 2,693 units will be needed for total reimbursement of the Sewer Extension costs. Nevertheless, the Owners of the Sewer Extension agree to accept \$444.60 of sewer impact fees from 1,955 units as full reimbursement for their costs of the Sewer Extension.

**Impact Fees  
Harvest Hills Master Planned Community**

	<b>Impact Fees Before Credits</b>	<b>Impact Fees After Credits</b>
Roadways (Credit for 4,650' minor collector @ \$133.99 per foot equals \$623,054 divided by 1,450 units)	\$921	\$491 *
Storm Drainage	\$559	\$559
Wastewater	\$494	\$494
Parks and Open Space (Credit for 15.88 Acres @ \$	\$833	\$833 *
Public Safety	\$327	\$327
Total	<u>\$3,134</u>	<u>\$2,704</u>

\* Credits to be negotiated.



**Impact Fees**  
**Harvest Hills Master Planned Community**

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\* Credits to be negotiated.