

**MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

THIS MASTER DEVELOPMENT PLAN AGREEMENT is entered into effective as of the 14 day of October, 2003, by and between the CITY OF SARATOGA SPRINGS (the "City") and Hillcrest Saratoga Condominiums, LLC, a Utah limited liability company ("Hillcrest"), and Phil A. Faulk aka Philo Arthur Faulk as the trustee of the P&S Faulk Trust dated 20 March 1997 ("Faulk") (Hillcrest and Faulk are sometimes referred to herein collectively as "Developer").

RECITALS:

A. Hillcrest owns or has contract rights to purchase certain land hereinafter described which is located within the City ("Hillcrest Land") that Hillcrest desires to develop for residential condominium purposes in accordance with the Master Development Plan hereinafter set out. Faulk owns or has contract rights to purchase certain land hereinafter described which is located within the City ("Faulk Land") that Faulk desires to develop for commercial purposes in accordance with the Master Development Plan hereinafter set out. The Hillcrest Land and the Faulk Land are sometimes referred to herein collectively as the "Developer's Land."

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

C. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies.

D. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

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

I. DESCRIPTION OF DEVELOPER'S LAND AND MASTER DEVELOPMENT PLAN

1.1. Legal Description of Developer's Land. Subdivision approval for the division of the Hillcrest Land and the Faulk Land must be obtained prior to final approval of development on the Hillcrest Land and the Faulk Land. The legal descriptions of the Hillcrest Land and the Faulk Land which is covered by this Agreement and the Master Development Plan is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the City's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan approved by the City concurrent with this Agreement provides for the proposed development by Hillcrest of 228 condominium units on the Hillcrest Land in multiple phases, and the proposed development by Faulk of certain commercial and/or other uses in multiple phases on the Faulk Land as depicted in the Master Development Plan attached as Exhibit B to this Agreement and incorporated into this Agreement by this reference. The Master Development Plan sets out the configurations, uses and densities for development of Developer's Land as well as the location of roads, parks and other public, quasi public and private facilities to be constructed on Developer's Land. The phasing of the development of the Hillcrest Land by Hillcrest and the phasing of the development of the Faulk Land by Faulk shall be as provided in the Master Development Plan and this Agreement.

1.3. Specific Design Standards. In addition to the requirements of the Master Development Plan, all development and construction on Developer's Land shall be in compliance with and consistent with the Design Standards set forth in Exhibit C to this Agreement and said Design Standards are incorporated into this Agreement by this reference.

1.4 Responsibilities of Hillcrest and Faulk. Except as otherwise specifically set forth herein, Hillcrest shall be responsible for the development of the Hillcrest Land and shall have no obligation or responsibility with respect to the development of the Faulk Land under this Agreement. Similarly, Faulk shall be responsible for the development of the Faulk Land and shall have no obligation or responsibility with respect to the development of the Hillcrest Land under this Agreement.

II. ACTIONS AND APPROVALS BY CITY

2.1. General Plan Map and Zoning. The Planning Commission has recommended, after appropriate notice and hearings, that the General Plan Map be amended and that Developer's Land be rezoned to conform with the Master Development Plan. The City Council heretofore, or concurrent with the approval of this Agreement, upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, approves the amendment of the General Plan

Map for the City and the rezoning of Developer's Land so that such land is hereafter zoned to conform with the Master Development Plan. In approving this Agreement and the Master Development Plan attached to and incorporated in this Agreement, the Planning Commission and the City Council have determined that the uses and densities provided in the Master Development Plan are consistent with and are in accordance with the General Plan Map for the City and the zoning of Developer's Land as amended as herein set out.

2.2. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Standards attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council hereby approves the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Standards and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.

2.3. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in the manner provided in the approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Master Development Plan. Hillcrest shall be required to apply for and obtain approval for each subdivision and/or site plan for the Hillcrest Land and Faulk shall be required to apply for and obtain approval for each subdivision and/or site plan for the Faulk Land provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Design Standards shall be in addition to and not in lieu of the requirements of the City Development Code and the City's other ordinances, regulations and guidelines. Hillcrest's vested right of development of the Hillcrest Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon substantial compliance and performance by Hillcrest of all of the terms, conditions and obligations of Hillcrest under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement. Faulk's vested right of development of the Faulk Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon substantial compliance and performance by Faulk of all of the terms, conditions and obligations of Faulk under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement.

2.4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the City Council in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City Council to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 2.3 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting the vested rights of Hillcrest and/or Faulk under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Hillcrest and Faulk 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 the Hillcrest Land and/or the Faulk Land under the compelling, countervailing public policy exception to the vested rights doctrine.

III. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1. Compliance With Water Utilities Ordinance.

3.1.1. Water Rights for Development. Hillcrest shall convey to the City water rights sufficient for the development of the Hillcrest Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Faulk shall convey to the City water rights sufficient for the development of the Faulk Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Such water rights for culinary water requirements must be approved for municipal uses with approved sources from a well or wells at location(s) approved by the City. Water rights for secondary water requirements must be approved for municipal and/or irrigation uses with approved sources from well(s) or other sources approved by the City. Prior to acceptance of the water rights that Developer proposes to convey to the City, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to the City, the City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the Utah State Engineer. Hillcrest shall reimburse the City for the reasonable costs of the City's consultants to review the water rights proposed for conveyance by Hillcrest related to the development of the Hillcrest Land to the City. Faulk shall reimburse the City for the reasonable costs of the City's consultants to review the water rights proposed for conveyance by Faulk related to the development of the Faulk Land to the City. If not previously so approved, the City will require an approved application for change of use and/or change of point of diversion to a source approved by City, as applicable, by the Utah State Engineer in order to quantify and verify the water rights prior to final plat approval for any development to be served by said water rights. In the event such

applications are filed in the City's name, the City may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Hillcrest and/or Faulk, as applicable, shall reimburse the City for the reasonable fees of such consultants. The water rights that Hillcrest proposes to convey to the City and water rights that Faulk proposes to convey to the City, as well as the arrangements for review and approval of such water rights are set out in Exhibit D-1 to this Agreement.

3.1.2. Water Facilities for Development. Hillcrest shall convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of the Hillcrest Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Faulk shall convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of the Faulk Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. The agreed arrangements between Hillcrest and the City and between Faulk and the City for compliance with this requirement are set out in Exhibit D-2 to this Agreement.

3.2. Other Improvements and Infrastructure.

3.2.1. Sewer. Sewer service to the development covered by the Master Development Plan shall be provided by the City in accordance with the ordinances and rules and regulations of the City and Timpanogos Special Service District ("Timpanogos"). Hillcrest shall install all sewer lines within its development, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Hillcrest as set out in Exhibit E-1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. Faulk shall install all sewer lines within its development, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Faulk as set out in Exhibit E-1 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such offsite sewer lines and improvements shall be as provided in Exhibit E-1 to this Agreement. The construction of onsite sewer lines and any offsite sewer improvements to be provided by Hillcrest shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such the Hillcrest developments. The construction of onsite sewer lines and any offsite sewer improvements to be provided by Faulk shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such the Faulk developments.

3.2.2. Storm Drains. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any offsite storm drain improvements to be constructed by Developer, as set out in Exhibit E-2 to this Agreement in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall as provided in Exhibit E-2 to this Agreement and said storm drain improvements shall be approved, dedicated and accepted by the City as

provided in said Exhibit E-2.

3.2.3. Roads. All roads to be constructed on or to provide access and other needs resulting from the development of Developer's Land in accordance with the Master Development Plan shall be constructed as set out in Exhibit E-3 to this Agreement, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of offsite road and/or roads serving more than one phase or subdivision covered by the Master Development Plan shall as provided in Exhibit E-3 to this Agreement. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivision or phase of development. All roads to be maintained by the Hillcrest Condominium Owners Association, Inc. ("Association") as part of the development of the Hillcrest Land shall be dedicated and conveyed to the Association upon recording of each final condominium plat for roads covered by such plat and/or in accordance with the schedule set out in Exhibit E-3 to this Agreement. All roads to be dedicated to the City shall be dedicated to the City upon recording of the each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer in accordance with the schedule set out in Exhibit E-3 to this Agreement.

3.2.4. Parks and Open Space. All parks and/or open space to be dedicated to the exclusive use of the residents of the Hillcrest Land as set out in the Master Development Plan shall be conveyed to the Association in accordance with the schedule set out in Exhibit E-4 to this Agreement. Financial Arrangements for constructing, maintaining and operating improvements to the parks and open space to be owed by the Association are set out in Exhibit E-4 to this Agreement. All parks and/ or open space not dedicated to the exclusive use of the residents of Hillcrest Land and/or the users of the Faulk Land shall be dedicated and conveyed to the City or to an appropriate legal entity designated by the City to assure the long-term preservation of the same in accordance with the schedule set out in as set out in Exhibit E-4 to this Agreement. The costs of any improvements to the parks and open space to be dedicated to the City shall be bonded as set out in Exhibit E-4 to this Agreement. Developer shall remain responsible for the maintenance and/or operation of the such parks and open space for two years after acceptance of the improvements by the City.

3.2.5. Street Lighting SID. Developer's Land shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. The addition of Developer's Land will be with the consent of the Developer after the City Council finds that inclusion of the condominiums on the Hillcrest Land will not adversely affect the owners of properties already within the Lighting SID. Developer's consent to Developer's Land being included in the Lighting SID will be a condition to final plat approval for the subdivision of Developer's Land. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer will be required to install as part of the subdivision improvements required by the City.

3.3. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be for development covered by the Master Development Plan as provided in Exhibit F to this Agreement. All capacity reservations for development covered by the Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, the City may make such capacities available for use by other development within the City that can use such capacities and, in such event, Developer shall be reimbursed for such capacities used by others on the basis set out in Exhibit F to this Agreement.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to the City all land, rights of way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall reasonably determine the alignment of all roads and utility lines and shall approve all descriptions of the land, rights of way and easements to be acquired and/or dedicated and conveyed to the City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights of way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to the City and/or the Association.

3.5. Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all subdivision lots or other development covered by the Master Development Plan in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any such development. (Any impact fees for culinary and secondary water shall only be imposed by prior arrangement with Developer relating to the provision of Water Facilities.) Any credits for impact fees based on improvements, dedications or conveyances by Developer shall be set out in Exhibit G to this Agreement. The City may issue certificates for such impact fee credits to Developer, in which event, the City will not issue building permit unless said certificates are delivered to the City.

3.6. Sewer Fees. Timpanogos requires payment of a Capital Facilities Charge which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees imposed by the City for each connection is a condition to the City providing sewer service to the lots, residences or other development covered by the Master Development Plan.

3.7. Other Fees. The City may charge other fees that are generally applicable,

including but not limited to standard subdivision, site plan and building permit review fees for improvements to be constructed pursuant the Master Development Plan.

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

4.1. Phasing and Timing pf Development. The phasing and timing of development under the Master Development Plan shall be as provided in Schedule 1 to the Master Development Plan attached as Exhibit B to this Agreement (the "Phasing Schedule"). Developer may apply to the City for an amendment of the Phasing Schedule and the City Council shall approve any amendment of the Phasing Schedule that shall not unreasonably adversely impact public interest or other development after the Planning Commission shall review such requested amendment and made its recommendations to the City Council. Any material failure of Hillcrest to comply with the Phasing Schedule for the Hillcrest Land that shall continue for more than six months of written notice from City to Hillcrest, may result in the City Council terminating the Master Development Plan and this Agreement as to phases for which a subdivision or site plan for the Hillcrest Land has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendations to the City Council. Any material failure of Faulk to comply with the Phasing Schedule for the Faulk Land that shall continue for more than six months of written notice from City to Faulk, may result in the City Council terminating the Master Development Plan and this Agreement as to phases for which a subdivision or site plan for the Faulk Land has not been given final approval as well as terminating all capacity reservations for such phases after the Planning Commission shall have reviewed such failure to comply and made its recommendations to the City Council.

4.2. Term of Agreement. The term of this Agreement shall commence on the effective date of the Ordinance approving this Agreement and shall continue for a period of 6 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement and all capacity reservations for any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement shall terminate at the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of the parties 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.

4.3.1 If the City believes Faulk to be in material breach of this Agreement or any approval or agreement covering the development of the Faulk Land covered by this Agreement, the City may, after written notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights for the Faulk Land under this Agreement or any other agreement related to this Agreement until such default is cured. Any material failure to meet the phasing schedule that results from the City's refusal to grant additional approvals as a result of breaches by Faulk under this Agreement shall not excuse Faulk from complying with the Phasing Schedule and may result in the City terminating this Agreement as provided in Section 4.1 as to the Faulk Land. Notwithstanding any provision in this Agreement to the contrary, a default by Hillcrest under this Agreement shall neither affect or impair the rights and benefits of Faulk under this Agreement nor affect or impair the permits and approvals for the Faulk Land granted under this Agreement.

4.3.2 If the City believes Hillcrest to be in material breach of this Agreement or any approval or agreement covering the development of the Hillcrest Land covered by this Agreement, the City may, after written notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights for the Hillcrest Land under this Agreement or any other agreement related to this Agreement until such default is cured. Any material failure to meet the phasing schedule that results from the City's refusal to grant additional approvals as a result of breaches by Hillcrest under this Agreement shall not excuse Hillcrest from complying with the Phasing Schedule and may result in the City terminating this Agreement as provided in Section 4.1 as to the Hillcrest Land. Notwithstanding any provision in this Agreement to the contrary, a default by Faulk under this Agreement shall neither affect or impair the rights and benefits of Hillcrest under this Agreement nor affect or impair the permits and approvals for the Hillcrest Land granted under this Agreement.

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. Any transfer of lots in recorded subdivisions or condominium units in condominium projects shall not require the approval by the City. Hillcrest shall be entitled to transfer any portion of the Hillcrest Land and Faulk shall be entitled to transfer any portion of the Faulk Land, subject to the terms and conditions of this Agreement upon written notice to and written consent of the City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy the City that such transferee has the ability and resources to meet the obligations of this

Agreement as to the land being transferred. In the event of any transfer of less than all of the Hillcrest Land or the Faulk land, as applicable, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Hillcrest shall remain responsible for all obligations under this Agreement with respect to the remainder of the Hillcrest Land and Faulk shall remain responsible for all obligations under this Agreement with respect to the remainder of the Faulk Land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by the City.

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

To City: City of Saratoga Springs
 Attention: City Manager
 2015 South Redwood Road
 Saratoga Springs, Utah 84043
 Fax No. (801) 766-9794

To Developer: Hillcrest Saratoga Condominiums, LLC
 Attention: Heath Johnston
 1270 West 1130 South, Suite 145
 Provo, Utah 84058
 Fax No. (801) 764-9874

or at such other address as any party may designate by written notice to the other party as herein provided. Notices may also be sent by facsimile transmission ("Fax"). Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received after normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

5.4. Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

5.5 Entire Agreement. This Agreement, the Exhibits hereto, and the instruments and documents referred to herein set forth the entire agreement between the City and Developer and supersede all prior negotiations, dealings, and agreements by the parties as to the matters herein addressed.

5.6 Relationship of Parties - No Third Party Beneficiaries. The contractual relationship between the City and each of Hillcrest and Faulk arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party

beneficiary rights. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless the City accepts the dedication of the improvements pursuant to the terms of this Agreement or in connection with [mal subdivision plat or site plan approval; (c) Hillcrest shall have full power over and exclusive control of the Hillcrest Land subject to the obligations of Hillcrest under this Agreement; and (d) Faulk shall have full power over and exclusive control of the Faulk Land subject to the obligations of Faulk under this Agreement.

5.7. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

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

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

5.10. Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provisions of this Agreement.

5.11. Survival of Developer's Obligations. Hillcrest's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Hillcrest was obligated to construct or make in connection with or as a condition of such final approval. Faulk's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Faulk was obligated to construct or make in connection with or as a condition of such final approval.

5.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same

instrument.

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IN WITNESS WHEREOF, this Agreement has been execute by the City of Saratoga Springs, acting by and through the City Council, pursuant to Ordinance No. _____ authorizing such execution by the Mayor, by a duly authorized representative of Hillcrest and by a duly authorized representative of Faulk as of the above stated date.

CITY OF SARATOGA SPRINGS

By: T. Wach
Mayor

Attest:

Doreen Cattie
City Recorder



HILLCREST:

HILLCREST SARATOGA CONDOMINIUMS,
LLC, a Utah limited liability company

By: Heath Johnston, as Manager

FAULK:

Phil A. Faulk
Phil A. Faulk aka Philo Arthur Faulk as the trustee
of the P&S Faulk Trust dated 20 March 1997

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

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The foregoing instrument was acknowledged before me this ____ day of
_____, 2003, by _____ as Mayor and _____ as
Recorder of the City of Saratoga Springs.

Notary Public

Residing at: _____

My commission expires:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 16th day of
November, 2004, by Heath Johnston, as Manager of Hillcrest Saratoga
Condominiums, LLC, a Utah limited liability company.



Kathy VanHouten

Notary Public

Residing at: Provo UT

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 15th day of
Nov. 2004, 2004, by Phil A. Faulk aka Philo Arthur Faulk as the trustee of the P&S
Faulk Trust dated 20 March 1997.

Rhonda S. Nerdin

Notary Public

Residing at: Lehi, UT

My commission expires: 12-19-06

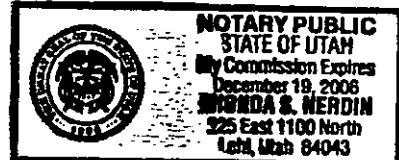


EXHIBIT A
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS

(Legal Description of Developer's Land)

The real property referenced in the foregoing agreement is located in Utah County, Utah and is more particularly described as:

OVERALL DESCRIPTION (includes Hillcrest Land, Faulk Land and dedicated roads):

A parcel of land located in the Northwest Quarter, and the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing used for the description being S 0°11'59" W from the North Quarter Comer of Section 10 to the South Quarter Comer of Section 10.

Beginning at a point located East 5521.95 feet and South 2403.90 feet from the North Quarter Comer of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said point being located on the westerly right of way of Redwood Road (State Highway 68) as evidenced by existing fence posts and the southerly extension of the Harvest Hills Boulevard as shown on the Harvest Hills Entry Road Dedication Plat, and running thence S 11°59'29" E, 799.89 feet along said Redwood Road westerly right-of-way line to the northerly right of way of the Union Pacific Railroad; thence S 55°25'01" W, 1445.45 feet along said Union Pacific Railroad right-of-way; thence N 12°44'37" E, 1368.14 feet along the easterly boundary and extension thereof of Harvest Hills Planned Unit Development Plat C to the Harvest Hills Boulevard Roadway Dedication; thence N 69°36'26" E, 770.34 feet along said Harvest Hills Boulevard Roadway Dedication and extension thereof to the point of beginning.

Containing 22.383 acres, more or less.

HILLCREST LAND (does not include dedicated roads):

Beginning at a point located East 5163.84 feet and South 2537.03 feet from the North quarter corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian

Thence South 20°23'34" East 164.82 feet; thence along the arc of a 260.00 foot radius curve to the left through a central angle of 81°35'55" for 370.28 feet (chord bears South 61°11'32" East 339.77 feet); thence North 78°00'31" East 56.66 feet; thence South 11°59'29" East 68.00 feet; thence South 78°00'31" West 56.66 feet; thence along the arc of a 328.00 foot radius curve to the right through

a central angle of $24^{\circ}04'07''$ for 137.79 feet (chord bears North $89^{\circ}57'25''$ West 136.77 feet); thence South $18^{\circ}01'38''$ West 97.06 feet; thence South $34^{\circ}34'59''$ East 48.17 feet; thence North $78^{\circ}00'31''$ East 220.48 feet; thence South $11^{\circ}59'29''$ East 207.64 feet; thence South $55^{\circ}25'01''$ West 1402.12 feet; thence North $12^{\circ}44'37''$ East 1368.14 feet; thence North $69^{\circ}36'26''$ East 388.29 feet to the point of beginning.

Area contained: 18.3956 acres

FAULK LAND (does not include dedicated roads):

Large Commercial Description

Beginning at a point located East 5163.84 feet and South 2537.03 feet from the North quarter corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

Thence North $69^{\circ}36'26''$ East 341.62 feet; thence South $11^{\circ}59'29''$ East 434.98 feet; thence South $78^{\circ}00'31''$ West 56.66 feet; thence along the arc of a 260.00 foot radius curve to the right through a central angle of $81^{\circ}35'55''$ for 370.28 feet (chord bears North $61^{\circ}11'32''$ West 339.77 feet); thence North $20^{\circ}23'34''$ West 164.82 feet to the point of beginning.

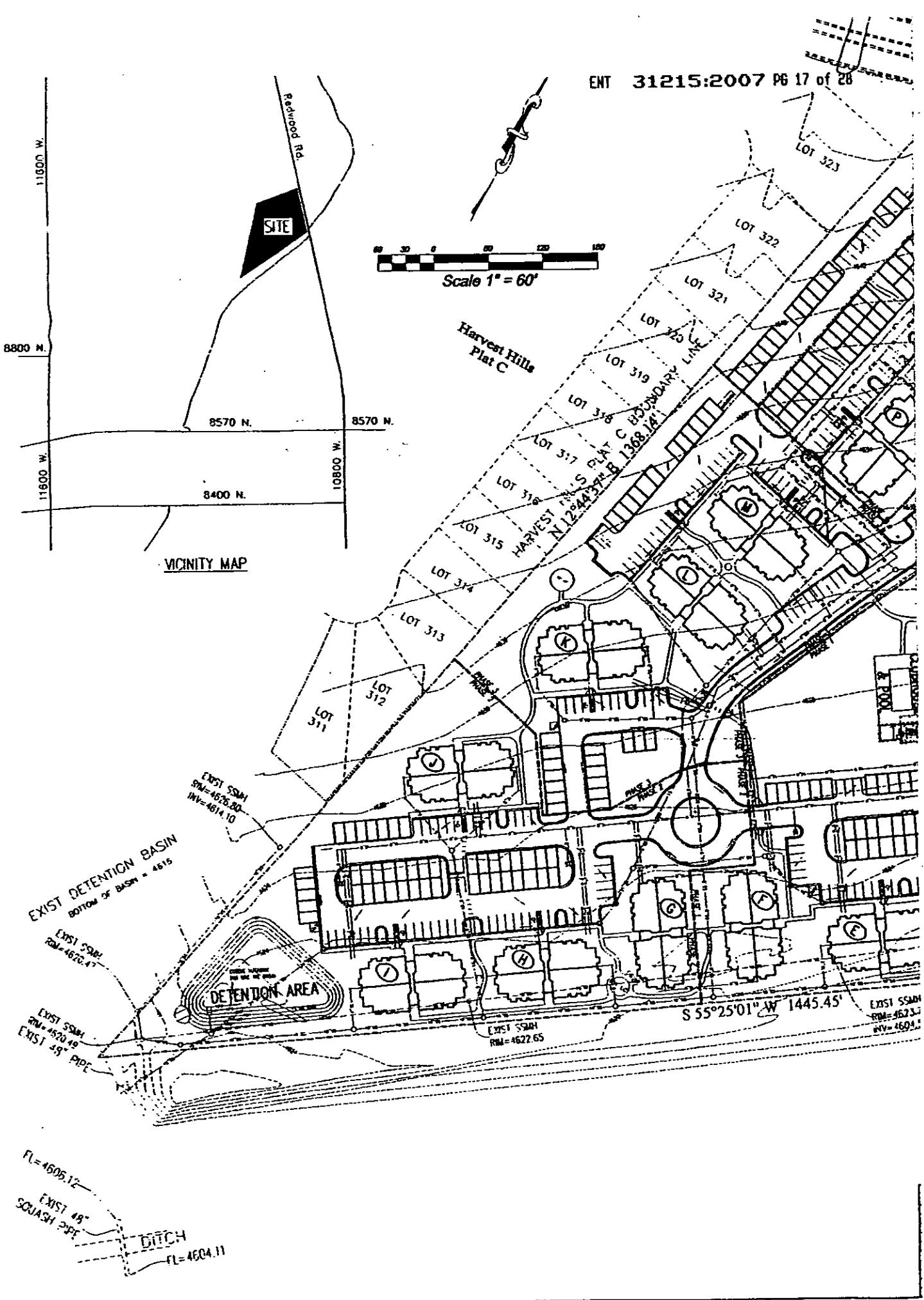
Area contained: 2.6952 acres

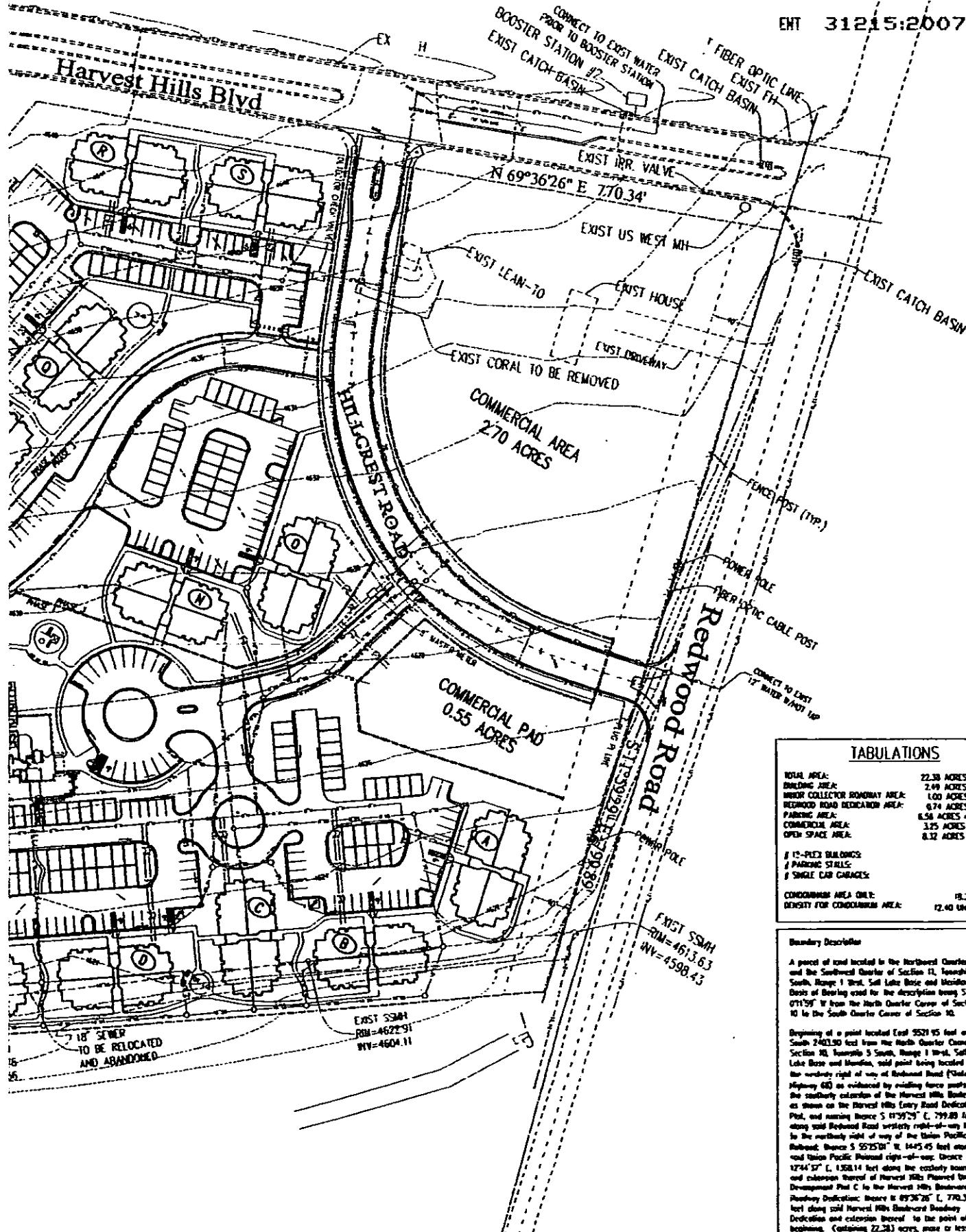
Small Commercial Description

Beginning at a point located East 5588.55 feet and South 2909.99 feet from the North quarter corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

Thence South $11^{\circ}59'29''$ East 100.00 feet; thence South $78^{\circ}00'31''$ West 220.48 feet; thence North $34^{\circ}34'59''$ West 48.17 feet; thence North $18^{\circ}01'38''$ East 97.06 feet; thence along the arc of a 328.00 foot radius curve to the left through a central angle of $24^{\circ}04'07''$ for 137.79 feet (chord bears South $89^{\circ}57'25''$ East 136.77 feet); thence North $78^{\circ}00'31''$ East 56.66 feet to the point of beginning.

Area contained: 0.5528 acres





TABULATIONS

TOTAL AREA:	22.38 ACRES = 9000
BUILDING AREA:	2.49 ACRES = 11.13
MINOR COLLECTOR ROADWAY AREA:	1.00 ACRES = 4.55
REDWOOD ROAD DEDICATION AREA:	0.74 ACRES = 3.35
PARKING AREA:	29.03 ACRES
COMMERCIAL AREA:	3.25 ACRES = 14.55
OPEN SPACE AREA:	0.32 ACRES = 37.25
# 12-PLEX BUILDINGS:	19
# PARKING STALLS:	335
# SINGLE CAR GARAGES:	728
CONDOMINIUM AREA ONLY:	18.39 ACRES
DENSITY FOR CONDOMINIUM AREA:	12.40 UNITS/ACRE

Boundary Description

A parcel of land located in the Northeast Quarter, and the Southwest Quarter of Section 12, Township 5 South, Range 1 West, Salt Lake City and Monroe. Books of Surveying used for the description being Section 12, and the South Quarter Corner of Section 10 in the North Quarter Corner of Section 12.

Beginning at a point located East 3521.15 feet and South 2403.00 feet from the North Quarter Corner of Section 10, Township 5 South, Range 1 West, Salt Lake City and Monroe, said point being located on the northerly right of way of Redwood Road (State Highway 60) as evidenced by existing fence posts and the southerly extension of the Harvest Hills Boulevard as shown on the Harvest Hills Entry Road Dedication Plat, and running thence S 55°15'00" E, 799.00 feet along said Redwood Road northerly right-of-way line in the northerly right of way of the Union Pacific Railroad; thence S 55°15'00" W, 1445.45 feet along and across Pacific Railroad right-of-way; thence N 12°44'37" E, 1358.14 feet along the easterly boundary and extension thereof of Harvest Hills Boulevard Dedication Plat C to the Harvest Hills Boulevard Dedication; thence N 05°36'26" E, 770.34 feet along said Harvest Hills Boulevard Dedication and extension thereof to the point of beginning. Containing 22.38 acres, more or less.

REVISIONS

Description

Developer: SUMMIT DEVELOPMENT
151 West Fremont Ave, Suite 225
Provo, Utah 84601
(800) 741-9200EXCEL ENGINEERING, INC.
David W. Peterson, PE #70203
12 West 100 North, Suite 200
American Fork, UT 84003
(800) 756-7744

HILLCREST CONDOMINIUMS

SARATOGA SPRINGS UTAH

Group of D.W.P.

Designed by D.W.P.

Drawn by D.W.P.

EXHIBIT B
SITE PLAN

Scale: 1" = 60'

Date: 10/10/02

Sheet No. 1 of 1

Schedule 1**Phasing****HILLCREST LAND:**

The Hillcrest Condominium project is anticipated to be completed in four phases as follows:

The first phase will consist of 72 condominium units on the Southeast portion of the Hillcrest Land. The first phase will also include a clubhouse and heated pool. The condominium plat for the first phase shall be recorded on or before January 31, 2005. The first phase condominium plat may be submitted concurrently with the original subdivision plat for the Faulk Land and the Hillcrest Land.

The second phase will consist of 48 condominium units. The condominium plat for the second phase shall be recorded by June 30, 2006.

The third phase will consist of 60 condominium units. The condominium plat for the third phase shall be recorded by June 30, 2007.

The fourth phase will consist of 48 condominium units. The condominium plat for the fourth and final phase shall be recorded prior to the end of the term of this Agreement.

The anticipated number of phases, size of phases and the anticipated dates for recording each condominium plats may change based on market conditions.

The parks and open space will be developed and dedicated to the City as each phase is completed.

FAULK LAND:

Phasing will be determined based on Site Plan submittals for the Faulk Land with the final subdivision plat to be recorded prior to the end of the term of this Agreement.

**EXHIBIT C
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Design Standards)

HILLCREST LAND:

The Hillcrest Condominium project consists of 19 buildings, each building will have 3 levels with 4 condominium units on each level for a total of 12 condominium units per building. The buildings will be approximately 37 feet above grade. The exterior finish of the buildings will be a combination of stucco, stone, and brick. The individual condominium units will be approximately 1,200 square feet. Each building will have approximately 21,000 square feet. Each condominium unit will have a detached garage. There will be a total of 303 additional parking spaces for the overall project. Hillcrest will construct the buildings in accordance with the plans (including the elevations and architectural renderings) previously submitted to the City or obtain City approval for any changes thereto.

FAULK LAND:

The architectural elements and design standards will be determined and covered by Site Plan approval for the Faulk Land.

EXHIBIT D-I
TO MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS

(Water Rights Dedication)

HILLCREST LAND:

Hillcrest will purchase water connections and capacity for the Hillcrest Condominium project from Lake Mountain Mutual Water Company. The water connections will be dedicated to the City as each phase of the project is developed.

FAULK LAND:

Water rights for the development of the Faulk Land will acceptable to the City and provided prior to final development approval.

**EXHIBIT D-2
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Water Storage, Capacity and Distribution)

HILLCREST LAND:

It is Hillcrest's understanding that water capacity in the form of water tank storage and water distribution lines to serve this site for Zone I are currently being developed by the Lake Mountain Mutual Water Company.

Secondary water is currently not available to the site. A dry secondary water system will be constructed as part of this development to water the common landscaped areas for the project.

FAULK LAND:

Water Storage, capacity and distribution will be determined based on Site Plan approval for the Faulk Land.

**EXHIBIT E-1
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Sanitary Sewer System)

HILLCREST LAND:

The Hillcrest Condominium project will connect to an existing 18" sewer line which currently flows through the Hillcrest Land along the South property line as shown in Exhibit B. The existing 18" sewer line will be relocated. Relocation to be prior to or in conjunction with first phase.

FAULK LAND:

The Faulk Land will have sanitary sewer service by connecting to an existing 18" sewer line which currently flows through the Faulk Land as shown in Exhibit B. Stubs to the Faulk Land will be installed when the existing 18" sewer line is relocated for the Hillcrest Condominium project.

**EXHIBIT E-2
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Storm Drain System)

HILLCREST LAND:

Storm drainage for the Hillcrest Condominium project will be collected and detained onsite in a proposed detention basin. The storm water will be released in the Southwest corner of the Hillcrest Land into an existing drainage channel to the South. The storm drainage collection plan is shown in Exhibit B.

FAULK LAND:

Storm drainage for the development of the Faulk Land will be determined based on Site Plan approval for the Faulk Land.

**EXHIBIT E-3
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Roads)

HILLCREST LAND:

A road that connects Harvest Hills Blvd with Redwood Road will be constructed. The road will be a 68' wide as requested by the City. City has indicated 68" wide road will be adequate for the project. The above referenced roadway will be bonded and dedicated in connection with the original subdivision plat and otherwise designed and built in accordance with City standards. Road development plans are shown on Exhibit B.

All roads within the Hillcrest Condominium project will be private roadways and shall not be designed and built to City road standards.

FAULK LAND:

Roads for the development of the Faulk Land will be determined based on Site Plan approval for the Faulk Land.

**EXHIBIT E-4
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS**

(Dedication of Parks and Open Space)

HILLCREST LAND:

All common areas, parks and open space for the Hillcrest Condominium project will be private for the use by the residents of the project and their guests only. The common areas will be conveyed to the Association following completion of each phase.

The 30 foot berm and meandering sidewalk strip along Redwood Road will be dedicated to the City for public use.

FAULK LAND:

Parks and open space for the development of the Faulk Land will be determined based on Site Plan approval for the Faulk Land.

[The 30 foot berm and meandering sidewalk strip along Redwood Road will be dedicated to the City for public use.]

EXHIBIT F
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS

(Capacity Reservations)

NONE

EXHIBIT G
TO
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
HILLCREST CONDOMINIUMS

(Credits for Impact Fees)

NONE