

WHEN RECORDED, RETURN TO:

**Town of Hideout
Attn: Town Clerk
10860 N. Hideout Trail
Hideout, Utah 84036**

Ent 484657 Bk 1312 Pn 940-951
Date: 15-SEP-2020 3:21:09PM
Fee: \$40.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: WESTERN STATES VENTURES LLC

FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR DEER SPRINGS COMMUNITY

THIS FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR DEER SPRINGS COMMUNITY ("**First Amendment**") is made and entered as of the date set forth below, by and between the Town of Hideout, a Utah municipal corporation ("**Town**"), and Western States Ventures, L.L.C., a Utah limited liability company ("**Developer**").

RECITALS

A. Developer and the Town entered into that certain *Master Development Agreement for Deer Springs Community* ("**MDA**") which was recorded on August 6, 2018 as Entry No. 454483 in the official books and records of the Wasatch County Recorder. The MDA governs and encumbers the real property shown on Exhibit A attached hereto ("**Property**").

B. Developer has conveyed the Property to Holmes Western Deer Springs LLC ("**Owner**"), but Developer has not assigned the rights, duties, and obligations of Developer under the MDA.

C. The Town and Developer desire to amend the MDA by making certain modifications to the terms and conditions thereof. Owner acknowledges and accepts this Amendment as a modification to the terms of the MDA which are binding on the Property.

D. Pursuant to Section 25 of the MDA, the parties can amend the terms of the MDA by means of a written document signed by the Town and Developer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree to the following:

AMENDMENT

1. **Recitals Incorporated.** The foregoing recitals are incorporated into, and made part of, this First Amendment.
2. **Definitions.** Capitalized terms used in this First Amendment but not otherwise defined shall have the meaning set forth in the MDA, if a meaning is provided.
3. **Amendment to Phasing Plan.** The Phasing Map, attached as Exhibit B-2 to the MDA, is hereby deleted in its entirety and replaced with Exhibit B-2.1, attached to this First Amendment. For all purposes under the MDA, references to the Phasing Map shall, hereafter, mean and refer to Exhibit B-2.1, attached hereto. Exhibit B-2.1 modifies the intended location of certain of the single family home sites and Townhome sites within the Project from the layout shown on Exhibit B-2 (the original phasing map). Exhibit B-2.1 also changes the boundaries of the various Phases within the Project. However, notwithstanding the change to the location of certain single family home sites and Townhome sites and the change to the Phase boundaries, the Maximum Residential Units within the Project have not changed. Developer will not be permitted to construct more than one hundred eighty-eight (188) Townhome units within the Project and will not be permitted to construct more than sixty (60) detached single family units within the Project. Notwithstanding the foregoing, when Developer submits final Plats for the Project, Developer may elect to pursue less density for each phase than is currently illustrated on Exhibit B-2.1.
4. **Parks.** Notwithstanding anything in Section 7.6 of the MDA to the contrary, the parties agree that the two (2) parks identified in the MDA will be completed and dedicated (either

to the Town or to the HOA as provided in Section 7.6) at or prior to the time the final plat for Phase 3 of the Project is recorded. No certificate of occupancy will be issued for a Residential Dwelling Unit in Phase 3, or in any future phase within the Project, until construction of the Parks is complete and they have been dedicated, as provided in Section 7.6. Except as specifically modified by this Amendment, all provisions of Section 7.6 – and any other provisions of the MDA addressing parks – will remain in full force and effect.

5. **Screening of Townhome Lots.** In connection with the relocation of certain Townhome sites to Phase 1 and Phase 3, as identified above, Developer will take reasonable steps to ensure that such Townhome lots are screened from Highway 248. Such screening may include landscaping berms, trees or shrubbery, or fences consistent with the Design Guidelines attached to the MDA as Exhibit E-1. Developer's screening plan must be approved by the Committee identified in Section 9.1 of the MDA as a condition of the Town Council's approval of any amended plat for Phase 1 or Phase 3 identifying Townhomes.

6. **Hardie Board.** Notwithstanding any provision of Exhibit E-1 of the MDA to the contrary, Developer may use Hardie (fiber cement) siding within the Project, if approved by the Committee identified in Section 9.1 of the MDA.

7. **Maintenance Building.** In connection with Developer's construction of the Maintenance Building identified in Section 10.2 of the MDA, Developer will grade an access driveway allowing ingress and egress from a dedicated public street. The driveway need not be paved, but must be constructed, graded, and surfaced in a manner that allows for reasonable four-season maintenance.

8. **Approval by Town Council.** This First Amendment was approved by the Town Council on May 28, 2020, at a duly noticed public meeting.

9. **Scope of this First Amendment.** Other than a specifically amended herein by this First Amendment, the terms and conditions of the MDA shall remain in full force and effect.

[End of Amendment. Signatures Follow.]

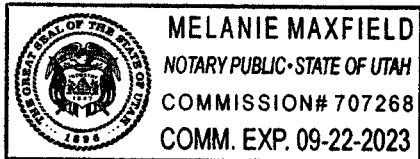
DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the 21 day of August, 2020, personally appeared before me Nathan Brockbank who being by me duly sworn, did say that he is the manager of Western States Ventures, LLC , a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



[Signature]
NOTARY PUBLIC

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the 12 day of August, 2020, personally appeared before me Patrick Holmes who being by me duly sworn, did say that he is ~~the~~ manager of Holmes Western Deer Springs, LLC , a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

*the President of Holmes Honey, Inc.,
which is the General Manager*



[Signature]
NOTARY PUBLIC

My Commission Expires:

9/22/23

Residing at:

Salt Lake

EXHIBIT A
(Legal Description)

A parcel of land lying and situate in Section 7, and the South Half of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the Northeast Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°04'46" West 2094.25 feet to a point on the southwesterly Right of Way line of SR 248 and the True Point of Beginning:

Thence the following three (3) courses coincident with said right of way

1) South 48°59'43" East 465.48 feet; 2) South 65°52'29" East 259.50 feet to a point of curvature; 3) Southerly 286.49 feet along the arc of a 3709.27 foot radius curve to the right (center bears South 48°39'09" West) through a central angle of 04°25'31"; Thence departing said right of way North 66°35'25" East 71.73 feet to a point on the extant corporate limits of Hideout Town;

Thence the following three (3) courses coincident with said corporate limits

1) South 23°24'35" East 1340.24 feet; 2) South 25°29'35" East 538.64 feet;

3) South 26°23'32" West 505.11; ; Thence the following ten (10) courses coincident with Tax Parcel 00-0007-2004 and the prolongation thereof,

1) North 88°03'26" West 366.84 feet; 2) North 11°18'22" East 459.43;

3) North 81°59'52" West 8.62 feet; 4) North 78°32'09" West 38.85 feet;

5) North 89°38'58" West 53.64 feet; 6) North 81°33'13" West 326.73 feet;

7) North 83°24'39" West 154.75 feet; 8) North 85°09'53" West 155.77 feet;

9) South 00°34'00" West 516.71 feet; 10) North 88°02'03" West 850.24 feet to the easterly right of way line of Jordanelle Parkway; Thence the following eight (8) courses, coincident with the easterly right of way line of said Parkway, 1) North 62°53'59" East 171.88 feet to a point of curvature; 2) Northerly 973.14 feet along the arc of a 598.69 foot radius curve to the left (center bears North 27°06'01" West) through a central angle of 93°07'52" to a point of tangency; 3) North 30°13'53" West 228.80 feet to a point of curvature; 4) Northerly 528.29 feet along the arc of a 930.37 foot radius curve to the right (center bears North 59°46'07" East) through a central angle of 32°32'03" to a point of tangency; 5) North 02°18'10" East 427.16 feet to a point of curvature; 6) Northerly 99.71 feet along the arc of a 741.78 foot radius curve to the left (center bears North 87°41'50" West) through a central angle of 07°42'07" to a point of compound curvature; 7) Northwesterly 437.16 feet along the arc of a 537.50 foot radius curve to the left (center bears South 84°36'03" West) through a central angle of 46°35'59" to a point of reverse curvature; 8) Northwesterly 438.88 feet along the arc of a 1005.37 foot radius curve to the right (center bears North 38°00'07" East) through a central angle of 25°00'42"; Thence departing said right of way North 62°56'24" East 48.90 feet along a radial line to a point on the westerly boundary of Tax Parcel 00-0013-6221; Thence the following five (5) courses coincident with the perimeter of said parcel 1) Northwesterly 106.28 feet along the arc of a 955.37 foot radius curve to the right (center bears North 62°56'24" East) through a central angle of 06°22'27" to a point of tangency; 2) North 20°41'09" West 282.00 feet; 4) North 69°08'44" East 50.00 feet; 5) South 20°41'09" East 87.08 feet; 6) North 45°03'33" East 105.29 feet to a point on the westerly right of way of SR-248; Thence the following two (2) courses coincident with said right of way 1) South 56°09'40" East 687.17 feet; 2) South 48°59'43" East 232.71 feet to the point of beginning.

Contains 3,566,877 sq. ft. or 81.88 acres

A parcel of land lying and situate in the North Half of Section 7, and the Southeast Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the North Quarter Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°06'24" West 503.97 feet to the True Point of Beginning:

Thence North 04°23'00" East 499.65 feet coincident with the west line of Wasatch County Tax Parcel 00-0020-3848; Thence North 69°18'51" East 1.49 feet to a point on the westerly right of way line of Jordanelle Parkway; Thence following seven (7) courses, coincident with the westerly right of way line of said Parkway, 1) Southerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South 69°19'56" West) through a central angle of 00°39'54" to a point of tangency; 2) South 20°00'11" East 263.39 feet to a point of curvature; 3) Southerly 603.31 feet along the arc of a 1080.37 foot radius curve to the left (center bears North 69°59'49" East) through a central angle of 31°59'45" to a point of reverse curvature; 4) Southerly 376.16 feet along the arc of a 462.50 foot radius curve to the right (center bears South 38°00'04" West) through a central angle of 46°35'59" to a point of compound curvature; 5) Southerly 89.63 feet along the arc of a 666.78 foot radius curve to the right (center bears South 84°36'03" West) through a central angle of 07°42'07" to a point of tangency; 6) South 02°18'10" West 427.16 feet to a point of curvature; 7) Southerly 43.39 feet along the arc of a 1005.37 foot radius curve to the left (center bears South 87°41'50" East) through a central angle of 02°28'22" to a point of curvature; Thence departing said westerly right of way South 89°53'38" West 83.72 feet coincident with the south boundary of said Wasatch County Tax Parcel 00-0007-1964; Thence the following two (2) courses coincident with the west boundary of said Tax Parcel, 1) North 28°16'22" West 135.68 feet; 2) North 26°20'22" West 1114.00 feet to the point of beginning.

Contains 391,297 sq. ft. or 8.98 acres

A parcel of land lying and situate in the Southwest Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured coincident with the south line of the Southwest Quarter of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 6, thence North 33°23'22" West 638.87 feet to the True Point of Beginning;
Thence South 20°41'09" East 20.00 feet; Thence South 69°08'44" West 120.71 feet;
Thence North 20°41'09" West 13.10 feet to a point of curvature; Thence Northerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South 69°19'56" West) through a central angle of 00°39'54"; Thence North 69°08'44" East 120.51 feet to the point of beginning.

Contains 2,412 sq. ft. or 0.06 acres

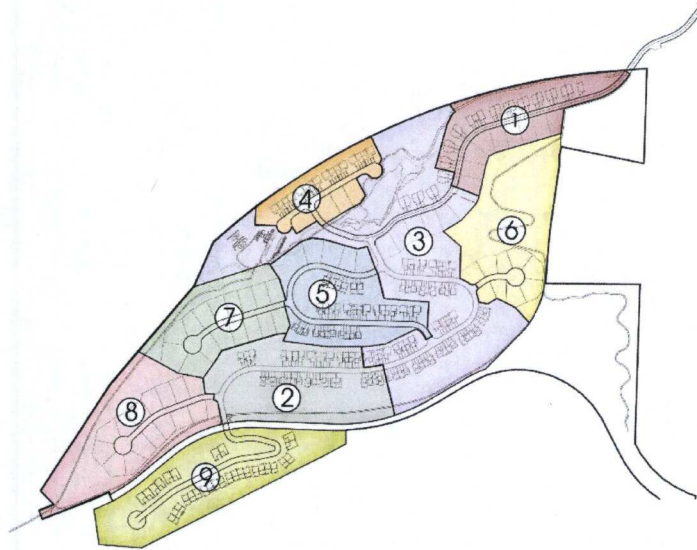
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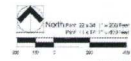
EXHIBIT B-2.1

(Revised Phasing Map)



Phasing Plan

Phase	Acres	Units	Start	End	Notes
Phase 1	1.0	10	Q1 2010	Q4 2010	
Phase 2	15.0	150	Q1 2011	Q4 2011	
Phase 3	5.0	50	Q1 2012	Q4 2012	
Phase 4	2.0	20	Q1 2013	Q4 2013	
Phase 5	10.0	100	Q1 2014	Q4 2014	
Phase 6	3.0	30	Q1 2015	Q4 2015	
Phase 7	4.0	40	Q1 2016	Q4 2016	
Phase 8	2.0	20	Q1 2017	Q4 2017	
Total	42.0	420			





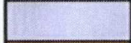


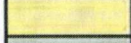
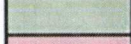

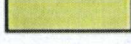
DEER SPRINGS

HOLMES HOMES - 126 WEST 950 LEE DRIVE, SUITE 250 - SALT LAKE CITY, UTAH

R. MICHAEL KELLY
CONSULTANTS
ARCHITECTS - ENGINEERS - PLANNERS

Phasing Plan

Deer Springs, Hideout, Utah . Holmes Homes

	Single family lots	Townhomes		Total Units
		Uphill Units	Downhill Units	
 Phase One	9	16	6	31
 Phase Two		17	15	32
 Phase Three	6	28	28	62
 Phase Four	4		16	20
 Phase Five	3	17	15	35
 Phase Six	9			9
 Phase Seven	15			15
 Phase Eight	14			14
 Phase Nine		20	10	30
Totals	60	98	90	248