

**SECOND AMENDMENT OF THE  
MASTER PLAN AGREEMENT FOR THE  
REMUND FARM SUBDIVISION  
MIDWAY CITY, UTAH**

This Second Amendment to the Master Plan Agreement (“Agreement”) is made and entered into by and between MIDWAY CITY, a political subdivision of the State of Utah, (hereinafter referred to as the “City”), and MIDWAY SPRINGS LLC SERIES II, (hereinafter referred to as the “Developer”).

**RECITALS**

- A. The Parties entered into a Master Plan Agreement on August 2, 2018.
- B. The Parties amended certain portions of the Agreement for the first time on October 1, 2019.
- C. The Developer applied to amend portions of the Agreement pertaining to Phases 4 and 5 in September 2021.
- D. While the desired changes to Phase 5 will be handled at a future date, as set forth below, the Parties desire to amend certain portions of the Master Plan Agreement regarding Phase 4.

**AGREEMENT**

- 1. Developer desires to adjust the building footprint sizes for 5 of the 7 pads located in Phase 4 of the development. Some of the footprints will expand in depth and width, while others will be reduced.
- 2. Section 4(A)(ii)(b) shall be amended to read as follows: Water Rights: Water rights for each phase are required to be dedicated to the City before the recording of each plat. The Water Board will review and recommend the amount of water rights that are required for each phase. Any adjustments made could impact the amount of water required. The preliminary recommendation from the Water Board is that 173.87 acre feet of water will be required for the entire Project. This number may change based upon the determination of actual wetland acreage by the U.S. Army Corps of Engineers. The final number shall be determined by the Water Board and is anticipated to be between 144.143 acre feet and 173.87 acre feet. The Developer agrees to abide by the final requirement of the Water Board. The required water rights for each phase of the Project shall be officially transferred to the City in writing before the recording of each plat for the Project. The development rights vested herein are expressly conditioned on the transfer of the required

water rights for each Phase of the Project. The water rights provided by the Developer shall meet all City policies and Ordinances for culinary and irrigation use, respectively.

3. Section 4(A)(ii)(e) shall be amended to read as follows: Open Space: The Midway City Code requires that within each approved phase there be enough open space to comply with the Code's requirements. For example, Phase I must have at least 50% open space, but if it had 75% open space, then Phase II would only be required to have 25% open space (assuming both phases are equal in acreage). Although Developer is enlarging the size of some building footprints and decreasing the size of others, the total open space for the project will decrease by approximately 5,227 square feet (0.12 acres) under the new adjustments. The adjustments decrease the total open space from 54.24% to 54.07%. Developer has provided an amended open space plan that complies with the 50% open space per phase requirement for the development.
4. Section 4(A)(ii)(j) shall be amended to read as follows: Sensitive Lands: The Property contains wetlands that will not be disturbed through the development process. The wetlands will become part of the open space for the development and will be preserved. The Land Use Code precludes surface grading within 25 feet of wetlands unless approved by the City Engineer. While several building footprints abut the wetlands and several more encroach into the 25-foot setback, no footprints encroach into the delineated wetlands. Wes Johnson, Midway City Engineer, has approved the proposed footprints with the understanding that Developer will survey the wetland boundaries and install temporary construction fencing when site improvements begin for Phase 4, as well as when homes are constructed in Phases 4. There is a stream/ditch that runs through the property. It will be impacted by the roads crossing the development because of the culverts that will cover the ditch. Midway Irrigation Company owns an easement to the ditch area and will need to approve modifications made to the current ditch. There is a warm spring on the property that will be preserved. There are also acres of wetlands on the property that are included in the open space areas of the development.
5. Section 4(A)(ii)(s) is amended to read as follows: Trails: As a condition for the approval of this second Master Plan Amendment, Developer must:
  - a. Pave the road base trail that was previously installed from the corner of River Road and Swiss Paradise Lane and a road base trail to Rockwell Circle cul-de-sac sidewalk in Phase 4. The section along Swiss Paradise Road will be a six-foot (6') wide asphalt trail, while the section running over the easement on Lot 3 in Swiss Paradise and connecting into the Rockwell Circle cul-de-sac will be a six foot (6') wide road base trail.
  - b. Developer must also contribute the costs associated with paving an eight foot (8') wide onsite trail to the general trail fund that can be built in connection with a

future trail project. This section will allow people to safely connect from the existing public trail in Remund Farms to the future trail that will run north along 200 East. The trail is onsite and the easement was dedicated with the Phase 1 plat, but the trail has not yet been constructed and the funds to do so were not previously required. The City will design the trail located along 600 North and connecting to 200 East as it deems fit.

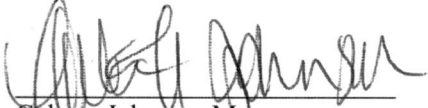
6. Section 4(A)(ii)(z) shall be added to read as follows: Setbacks to Neighboring Properties: Within the development, current building setbacks from the peripheral boundary vary as approved in the April 2019 Master Plan. The project is vested under a previous code requirement that allows for a thirty foot (30') building setback from the peripheral boundary. In Phase 4, the setbacks from the units to neighboring properties to the east and south will remain the same.

ALL OTHER PROVISIONS OF THE MASTER PLAN AGREEMENT REMAIN  
UNCHANGED, VALID AND ENFORCEABLE.

IN WITNESS HEREOF, this Agreement has been entered into by and between the Developer and the City as of the date and year first above written.

CITY OF MIDWAY

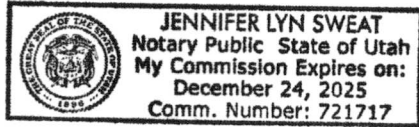
Attest:

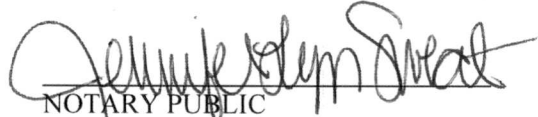
  
Celeste Johnson, Mayor

  
Brad Wilson, City Recorder

STATE OF UTAH )  
 ) :SS  
COUNTY OF WASATCH )

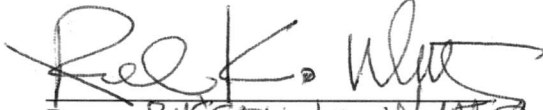
The foregoing instrument was acknowledged before me this 3 day of October, 2022, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.



  
NOTARY PUBLIC

THE DEVELOPER OF THE REMUND FARM SUBDIVISION

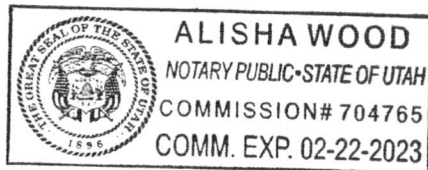
Midway Springs LLC Series II

  
By: RUSSELL K. WATTS  
Its: MAN.

STATE OF UTAH )  
 ) :SS  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2022, by Russell K. Watts, who executed the foregoing instrument in his capacity as the Manager of the Developer, Midway Springs LLC Series II.

  
NOTARY PUBLIC



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERN BOUNDARY OF WATTS REMUND FARMS PUD PHASE 2 SUBDIVISION (ENTRY NO. 478815), SAID POINT BEING NORTH 89°48'03" EAST 1599.26 FEET AND SOUTH 1102.61 FEET FROM THE FOUND WASATCH COUNTY SURVEYORS MONUMENT FOR THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN:

THENCE ALONG SAID SOUTHERN BOUNDARY THE FOLLOWING SIX COURSES; (1) THENCE NORTH 54°00'04" EAST 26.87 FEET; (2) THENCE NORTH 55°51'50" EAST 32.28 FEET; (3) THENCE NORTH 56°50'38" EAST 68 FEET; (4) THENCE NORTH 77°33'06" EAST 52.96 FEET; (5) THENCE SOUTH 18°28'24" EAST 21.05 FEET; (6) THENCE NORTH 89°49'15" EAST 529.83 FEET; THENCE SOUTH 00°22'42" EAST 275.89 FEET TO A POINT ON THE NORTH BOUNDARY OF SWISS PARADISE SUBDIVISION (ENTRY NO. 111747); THENCE NORTH 87°40'45" WEST 289.56 FEET ALONG SAID SUBDIVISION; THENCE NORTH 04°00'27" EAST 184.92 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4.15 ACRES