

**WHEN RECORDED, RETURN TO:**

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

**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. For the avoidance of doubt, sixteen (16) of the single family home sites which were shown within Phase 1 on Exhibit B-2 (the original Phasing Map) will be moved to what is now Phase 7 as shown Exhibit B-2.1, attached hereto. Likewise, the twenty-eight (28) townhome sites which were shown within Phase 5 on Exhibit B-2 (the original Phasing Map) will be distributed among what are now referred to as Phase 1 and Phase 3 as shown on Exhibit B-2.1. The revised Phasing Map shown as Exhibit B-2.1 also contains other changes to the distribution of units among the Phases as compared to Exhibit B-2 (the original Phasing Map). However, the Maximum Residential Units have not changed, and Developer will construct no more than one hundred eighty-eight (188) Townhome units and no more than sixty (60) detached single family units. 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 as a condition of the Town Council’s approval of any amended plat for Phase 1 or Phase 3 identifying Townhomes.

6. **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.

7. **Approval by Town Council.** This First Amendment has been approved by the Town Council at a duly noticed public meeting.

8. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER  
Western States Ventures, LLC

TOWN  
Town of Hideout

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER  
Holmes Western Deer Springs, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
Town Attorney

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

TOWN ACKNOWLEDGMENT

STATE OF UTAH )  
 ) :ss.  
COUNTY OF WASATCH )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a Utah municipal corporation, and that said instrument was signed in behalf of the Town by authority of its governing body and said Mayor acknowledged to me that the Mayor executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ 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.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ 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.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B-2.1**

**(Revised Phasing Map)**