



Staff Report for Deer Springs – Second Amendment to MDA

To: Chairman Tony Matyszczyk
Town of Hideout Planning Commission

From: Thomas Eddington Jr., AICP, ASLA
Town Planner

Re: Deer Springs Subdivision – MDA Amendments

Date: 14 December 2021

Submittals: Second Amendment to Master Development Agreement (MDA) for Deer Springs

The Planning Commission and the Town Council approved the initial Master Development Agreement (MDA) with the developer (Nate Brockbank and Holmes Homes) on August 6, 2018. The MDA outlines the agreements between the Town and the developer and address issues such as density allowed, infrastructure requirements, park and trail commitments, design review, etc.

The Town of Hideout approved a First Amendment to the MDA on August 21, 2020 that generally addressed revisions to phasing, park and trail improvements (due prior to recordation of Phase 3; no COs issued for Phase 3 until completion), and improvements to the maintenance building that was donated to the Town.

This Second Amendment to the MDA was required by the Planning Commission and Town Council as part of the Conditions of Approval for the Deer Springs Subdivision – Phase 2A and 2B approval on May 13, 2021 and generally includes the following two items:

- Updated Phasing Plan that matches what the PC and TC agreed to in May 2021
 - Staff recommends that the following sentence should be added to the MDA:
 - *All development activity must follow the sequential phases included in Exhibit B-2.2 in strict numeric order, Phase 1, then 2A, 2B, 3, 4, 5, 6, 7, and finally Phase 8. Any changes proposed to this phasing will require approval by the Town of Hideout and include the necessary revisions to this MDA.*
- A timeline for the payment of the \$600,000 committed to the Town (\$60,000 has already been paid)
 - Staff recommends a more definitive date for transfer of the outstanding \$540,000:
 - *The developer shall transfer the remaining \$540,000 to the Town of Hideout no later than February 15, 2022.*

Staff is recommending the Planning Commission review and favorably recommend the Second Amendment to the Master Development Agreement, with the proposed changes, for approval by the Town Council.

WHEN RECORDED, RETURN TO:

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

**SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR
DEER SPRINGS COMMUNITY**

THIS SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR DEER SPRINGS COMMUNITY ("**Second 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 Holmes Western Deer Springs, LLC, a Utah limited liability company ("**Developer**").

RECITALS

A. Western States Ventures, L.L.C., a Utah limited liability company ("**Original Developer**") and the Town entered into that certain *Master Development Agreement for Deer Springs Community* which was recorded on August 6, 2018 as Entry No. 454483 in the official books and records of the Wasatch County Recorder; and the Original Developer Western States Ventures, L.L.C and the current Developer Holmes Western Deer Springs, LLC entered that certain *First Amendment to the Master Development Agreement for Deer Springs Community* which was recorded on September 15, 2020 as Entry No. 484657 in the official books and records of the Wasatch County Recorder, (collectively, as amended, the "MDA"). The MDA governs and encumbers the real property shown on **Exhibit A** attached hereto ("**Property**").

B. The Original Developer has conveyed the Property to the current Developer. The Original Developer has also assigned its rights, titles, interests, duties, obligations and liabilities to and under the MDA to the current Developer, and the current Developer has accepted the assignment and assumed Original Developer's duties, obligations and liabilities under the MDA, which assignment has been and/or is consented to by the Town.

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 Second Amendment.

2. **Definitions.** Capitalized terms used in this Second 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-2.1 to the MDA, is hereby deleted in its entirety and replaced with Exhibit B-2.2, attached to this Second Amendment. For all purposes under the MDA, references to the Phasing Map shall, hereafter, mean and refer to Exhibit B-2.2, attached hereto. Exhibit B-2.2 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-2.1 (the prior phasing map). Exhibit B-2.2 also changes the boundaries of 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 various 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-2.2.

4. **Amendment to Additional Compensation and Monetary Payment.** As more fully set forth therein, Section 10 of the MDA states in part: “Developer shall provide the Additional Compensation the Maintenance Building and either of the other two (2) options set forth below. . . .” As more fully set forth therein, the first sentence of Section 10.4 of the MDA states: “In addition to the Maintenance Building, the Town may elect to receive a cash payment of Six Hundred Thousand Dollars (\$600,000.00).” The second sentence of Section 10.4 is hereby deleted and replaced by the following sentence: “If the town elects a cash payment then Developer shall pay the Town Six Hundred Thousand Dollars (\$600,000.00) at or prior to the recording of the final Plat for Phase 2A or Phase 2B, (or Phases 3, 4, 5, 6, 7 or 8), whichever of such final Plats is to be recorded first; and no certificate of occupancy will be issued for a Residential Dwelling Unit in Phases 2A, 2B, 3, 4, 5, 6, 7 or 8 until the full amount of the Six Hundred Thousand Dollars (\$600,000.00) payment is received by the Town.” The Town acknowledges and agrees that the Town: previously elected to receive a cash payment of Six Hundred Thousand Dollars (\$600,000.00), pursuant to Section 10, (including Section 10.4), of the MDA; and previously agreed that the cash payment of Six Hundred Thousand Dollars (\$600,000.00) would be paid during Phase 2 of the Project. As to the above referenced payment of Six Hundred Thousand Dollars (\$600,000.00) under Section 10, (including Section 10.4), of the MDA, the Town hereby acknowledges and agrees that a prepayment of Sixty Thousand Dollars (\$60,000.00) has already been paid by Developer to, and received by, the Town. Accordingly, the Town hereby acknowledges and agrees that only Five Hundred Forty Thousand Dollars (\$540,000.00) remains

to be paid by Developer to the Town under Section 10, (including Section 10.4), of the MDA. To the extent there are any other terms in the MDA that are inconsistent with this Second Amendment, the terms of this Second Amendment control over any such other terms in the MDA.

5. **Approval by Town Council.** This Second Amendment was approved by the Town Council on _____, 202__.

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

[End of Amendment. Signatures Follow.]

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

NOTARY PUBLIC

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

NOTARY PUBLIC

Residing at:

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 $89^{\circ}04'46''$ 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 $33^{\circ}23'22''$ West 638.87 feet to the True Point of Beginning;

Thence South $20^{\circ}41'09''$ East 20.00 feet; Thence South $69^{\circ}08'44''$ West 120.71 feet; Thence North $20^{\circ}41'09''$ 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 $69^{\circ}19'56''$ West) through a central angle of $00^{\circ}39'54''$; Thence North $69^{\circ}08'44''$ East 120.51 feet to the point of beginning.

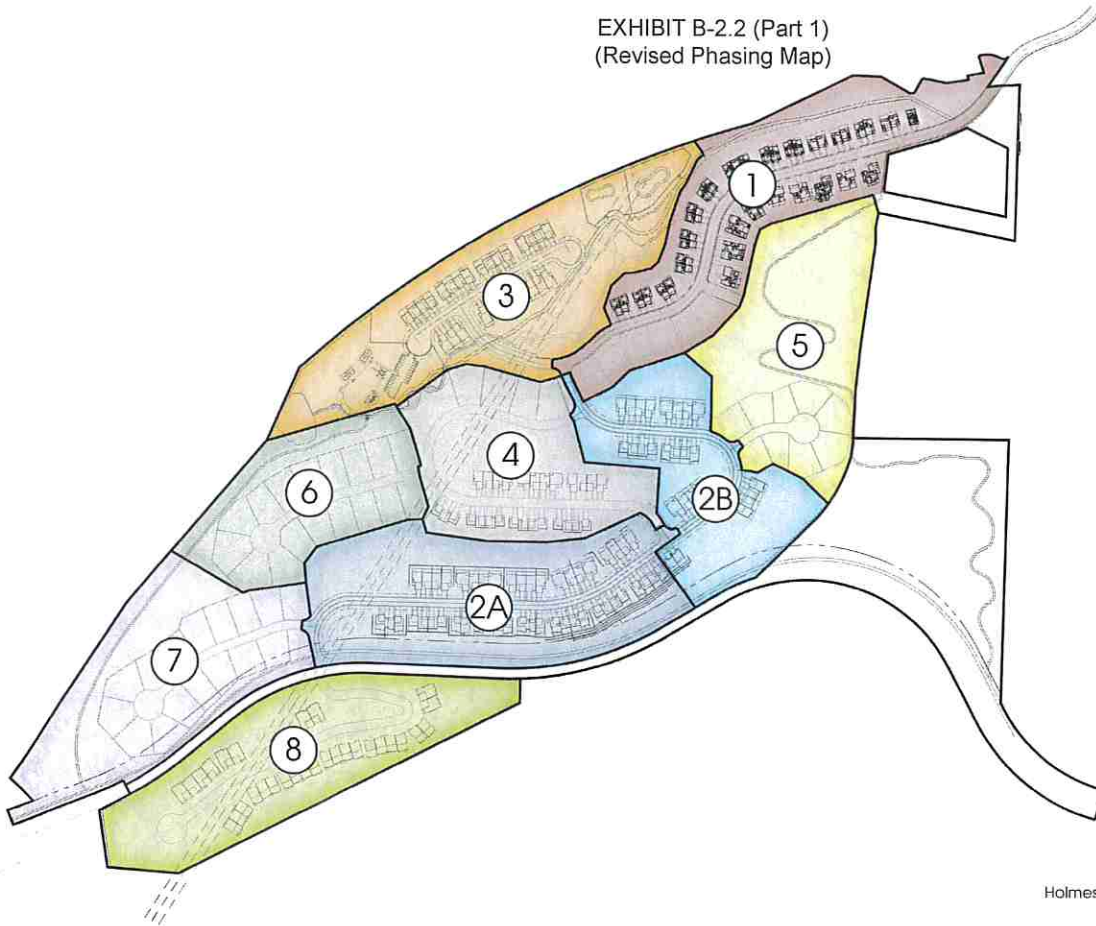
Contains 2,412 sq. ft. or 0.06 acres

21-3164

21-3161

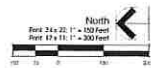
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EXHIBIT B-2.2 (Part 1)
(Revised Phasing Map)



Phasing Plan

	Single-family units	Residential	Commercial	Public	Total Units
Phase 1	15	18	12	0	45
Phase 2A	18	20	0	0	38
Phase 2B	14	12	0	0	26
Phase 3	3	15	12	0	30
Phase 4	0	0	0	0	0
Phase 5	12	0	0	0	12
Phase 6	0	0	0	0	0
Phase 7	0	0	0	0	0
Phase 8	0	0	0	0	0
Totals	60	55	24	0	139



DEER SPRINGS

Holmes Homes . 126 West Sego Lily Drive, Suite 250 . Sandy, Utah



R. MICHAEL KELLY CONSULTANTS

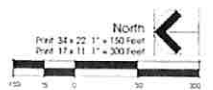
Land Planning | Landscape Architecture

1111 West 101st North, Suite 200 | 1111 West 101st North | 1111 West 101st North

EXHIBIT B-2.2 (Part 2)
(Revised Phasing Chart)

Phasing Plan . Deer Springs, Hideout, Utah . Holmes Homes

	Single family lots	Townhomes		Total Units
		Uphill Units	Downhill Units	
Phase One	15	18	12	45
Phase Two A		28	20	48
Phase Two B		14	12	26
Phase Three			27	27
Phase Four	3	15	12	30
Phase Five	9			9
Phase Six	17			17
Phase Seven	16			16
Phase Eight		20	10	30
Totals	60	95	93	248



23 APRIL 2023
Phasing Plan

DEER SPRINGS

Hideout, Utah

Holmes Homes . 126 West Sego Lily Drive, Suite 250 . Sandy, Utah



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