CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING:	November 17, 2026
NAME OF PROJECT:	Sunburst Ranch Planned Unit Development
NAME OF APPLICANT:	Toll Southwest, LLC – Dylan Young
PROPERT OWNER:	Crystal Springs Land and Cattle Co., Inc.
AGENDA ITEM:	Master Plan Amendment
LOCATION OF ITEM:	Ranch Way and Swiss Alpine Road
ZONING DESIGNATION:	R-1-22 and RA-1-43

ITEM: 10

Dylan Young of Toll Southwest LLC, agent for Crystal Springs Land & Cattle Company Inc., is applying for a Master Plan Amendment of the Sunburst Ranch Planned Unit Development Phase 3, which contains 36 units. The applicant is proposing to amend the planned location of building pads, open space, roads, and amenities within the phase. The property is 16.52 acres in size and located at Ranch Way and Swiss Alpine Road in the R-1-22 and RA-1-43 zones.

BACKGROUND:

Dylan Young, agent for Toll Southwest, LLC, is proposing a concept plan revision to the recently approved master plan amendment that was approved on June 2, 2026, but has yet to be recorded. The proposed concept plan revision would adjust the location of roads, building pads, trails, emergency access to the Lundin property, and amenities. The number of units and amount of open space would remain the same. The purpose of the amendment is to reduce the impact to the natural environment and topography of the area. The board members of Sunburst Ranch were sent the proposed concept plan and

several of them did respond approving the plan. If the City Council approves the proposed concept plan amendment, the approved amended master plan would be recorded with the newly proposed concept plan. The following is the original staff report from June 2, 2026:

Master Plan Amendment of Sunburst Ranch PUD Phase 3, which was originally approved in 1997 and amended in 2010. Phases 1 and 2 will not be amended with the proposal. Phase 3 currently consists of 36 building pads. The applicant is proposing to amend the planned location of the building pads, open space, roads, and amenities within the phase. The main reason for the proposed amendment is to avoid difficult site construction that would be required with the currently entitled plan. The new layout will reduce the slopes of roads and driveways and reduce the amount of retaining walls that will be required. The proposal will also include 36 detached single-family homes whereas the current plan includes 18 attached units and 18 detached units. Staff has advised the applicant to communicate with the Sunburst HOA in preparation for a proposal to amend the master plan. Staff facilitated a meeting with both parties at the end of last year. It is staff's understanding that since that meeting, the two parties have communicated and arrived at a consensus on every issue (see attached letter from Toll Brothers).

The proposed amendment would comply with the current code to the extent that it also complies with the 2010 master plan. The current code requires 50% open space and that 50% of the required open space is contiguous, though the 2010 master plan only requires 50% open space of phase 3 and the current proposed amendment will also meet the same requirement. The developer is also proposing to move the location of the amenities that were shown on the 2010 plan and change some of the amenities on that plan. The developer is proposing to keep some amenities from the original plan which include the small pavilion and trails, though the trails would be modified from the current plan. The developer would remove the tennis court, basketball court, and playground. Some amenities would be added as part of the master plan amendment and include a shade shelter, sitting areas, and community gardens. The developer has met with the HOA of Sunburst and some of the community neighbors to discuss the proposed changes. Generally, the HOA wants low impact and low maintenance amenities.

It appears that the proposed plan will have less impact on the natural environment of the area. This is based on the amount of disturbance required to build the 2010 plan as compared to the proposed plan. Regarding, the natural environment, the new plan has more visible open space from Swiss Alpine Road and the open space is contiguous creating a more clustered unit configuration. The amount of disturbance is not the only item to consider with this proposal. Residents of Sunburst may have purchased their property because of the 2010 plan with its amenities and configuration. The fairness to them of amending the plan now must be considered.

The decision to approve the proposed amendment is discretionary for the City Council. The approved agreement may only be amended of both parties, the City and the developer, agree to the amendment.

LAND USE SUMMARY:

- 16.52 acres
- R-1-22 and RA-1-43 zoning
- Proposal contains 36 building pads
- Project is a Planned Unit Development (PUD)
- Private roads will be maintained by the HOA
- The lots will connect to the Midway Sanitation District sewer and to the City's water line.
- Sensitive land of the property includes sloped areas
- Open Space – 8.44 acres
- Private trail that will loop through the development

ANALYSIS:

Open Space – The proposed amendment would comply with the current code to the extent that it also complies with the 2010 master plan. The current code requires 50% open space and that 50% of the required open space is contiguous, though the 2010 master plan only requires 50% open space of phase 3 and the current proposed amendment will also meet the same requirement.

Density – The applicant has an entitled right to 36 units.

Access – Each phase of the subdivision must meet the access and cul-de-sac limitation requirements of the code. The proposed plan does comply with this requirement.

Traffic Study – The developer has not submitted a traffic study since they are already vested with 36 units. A traffic study is required for preliminary approval of phase 3.

Geotechnical Study – The developer has submitted a geotechnical study. The study will be reviewed by engineering staff.

Water – The developer has tendered water in 1997 to the city for the entire master plan.

Swiss Alpine Road Drainage – Water and sediment runoff down Swiss Alpine Road has been an ongoing problem for decades. Staff feels this is an opportunity to readdress this issue and solve the potential flooding problems that are a possibility in the area. The original approved plan for Sunburst Ranch shows a pond for runoff from Swiss Alpine Road. Staff are recommending that a permanent solution is considered for the plans for phase 3.

Trail/Emergency Access to the Lundin Farm – Midway is currently negotiating an agreement for a conservation easement on the Lundin property to the north of Sunburst. The City and other parties would contribute funds to a conservation easement on 119 acres that would remain undeveloped as per the future agreement. One of the discussion points is a trail/emergency access that would connect Swiss Alpine Road and Lime Canyon Road (via Swiss Oaks) that vehicles could use in an emergency and pedestrian access would be allowed as outlined in the agreement. The access from phase 3 will need to align with the existing private road on the Lundin property. It is important that a public trail easement is secured in Sunbusrt Phase 3 that connects from Swiss Alpine Road to the proposed easement on the Lundin property.

Wildland Urban Interface – Sunburst is in the Wildland Urban Interface area which requires stricter building and landscaping requirements.

PLANNING COMMISSION RECOMMENDATION:

Motion by Commissioner Nokes: "I would like a make a motion we recommend approval for Dan Reeve and Toll Southwest LLC for the Master Plan Amendment of the Sunburst Ranch Planned Unit Development Phase 3, which contains 36 units. Sunburst is located 1232 West Swiss Alpine Road and is in the R-1-22 and RA-1-43 zones, with the following conditions added: one being, adopt a signed developer HOA agreement between both parties as a condition of final approval. And in addition, the second condition to be added, public access to the trail going from the Lundin property south."

Second: Commissioner Probst
Ayes: Commissioners: Nokes, Probst, Facer, Farrell, Winegar, Dougherty, Knight
Nays: None
Motion: Passed

POSSIBLE FINDINGS:

- The proposed master plan appears to meet the requirements of the code.
- The proposal does meet the vision as described in the General Plan for the R-1-22 and RA-1-43 zones.

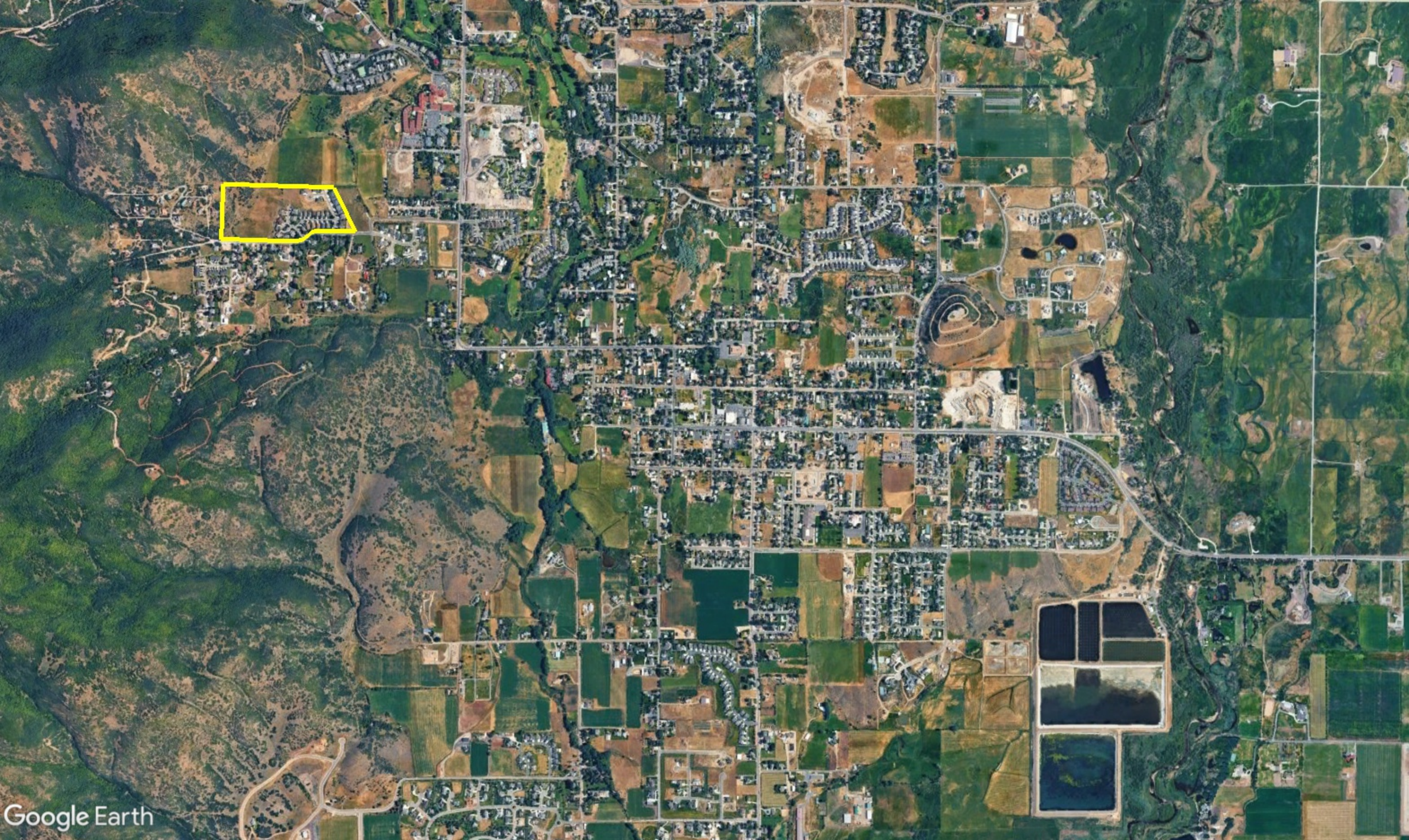
- The developer and the HOA have communicated and found consensus for most of the items that have been discussed.

- Approval of the proposal is discretionary.

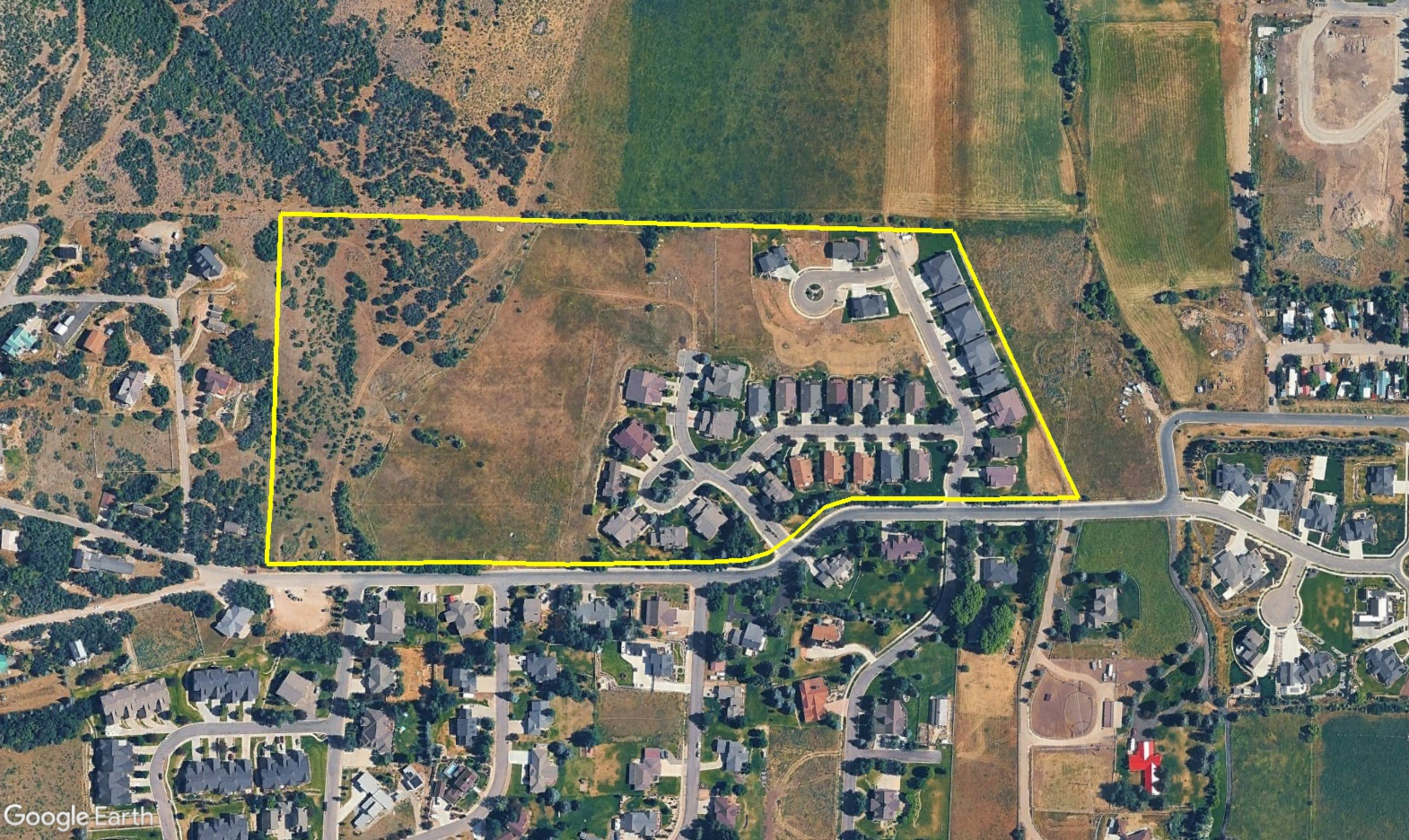
PROPOSED CONDITIONS:

1. Adopt the developer/HOA letter as a condition of approval

2. A public trail easement is recorded on the plat for public access from Swiss Alpine Road to planned public trail that will cross the Lundin Farms property.


Google Earth


Google Earth


Google Earth

PARCEL NUMBER: 00-0007-5361

ROAD 'A'

ROAD 'B'

SWISS MOUNTAIN ESTATES 1

COMMUNITY GARDEN

PAVILION

SUNBURST RANCH PUD PLAT 'B'

SUNBURST RANCH PUD PLAT 'A'

RANCH WAY

SUBDIVISION BOUNDARY LINE (TYP.)

SWISS ALPINE ROAD

ALPENHOF ESTATES PLAT 'D'

ALPENHOF ESTATES PLAT 'B'

SLOPE ANALYSIS LEGEND

- SLOPE: 0% – 15%
- SLOPE: 15% – 25%
- SLOPE: 25% – 40%
- SLOPE: 40%+

CALL 811 BEFORE YOU DIG — 811 BLUE STAKES UTAH DIGGING PARTNER

PRELIMINARY
NOT FOR CONSTRUCTION

TALISMAN CIVIL CONSULTANTS
1588 SOUTH MAIN STREET
SUITE 200
SALT LAKE CITY, UT 84115
801.743.1300

NO.	BY	DATE	REVISIONS:

SUNBURST RANCH

TOLL BROTHERS

SLOPE ANALYSIS

DATE: 04-07-2026

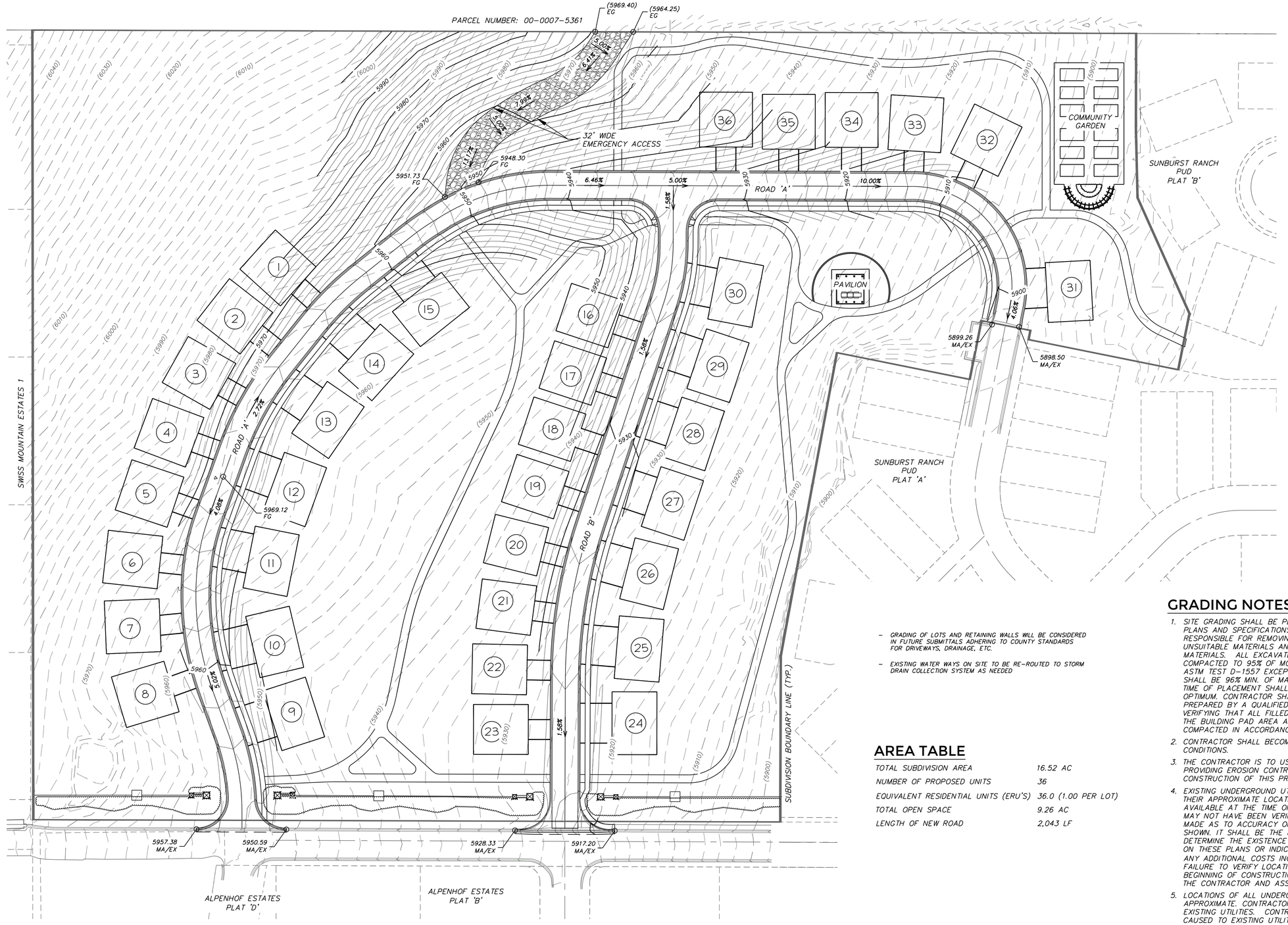
TCC JOB NUMBER: 25-122

SCALE
HORIZONTAL: 1" = 50'
0 25' 50' 75'

SHEET NUMBER
C100
3 OF 9

DATE: 4/7/2026 4:17 PM

PATH: N:\25-122 - Toll Bros- Sunburst Ranch\Cadd\Dp\C100 SLOPE ANALYSIS.dwg



- GRADING OF LOTS AND RETAINING WALLS WILL BE CONSIDERED IN FUTURE SUBMITTALS ADHERING TO COUNTY STANDARDS FOR DRIVEWAYS, DRAINAGE, ETC.
- EXISTING WATER WAYS ON SITE TO BE RE-ROUTED TO STORM DRAIN COLLECTION SYSTEM AS NEEDED

AREA TABLE

TOTAL SUBDIVISION AREA	16.52 AC
NUMBER OF PROPOSED UNITS	36
EQUIVALENT RESIDENTIAL UNITS (ERU'S)	36.0 (1.00 PER LOT)
TOTAL OPEN SPACE	9.26 AC
LENGTH OF NEW ROAD	2,043 LF

GRADING NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING THEM WITH SUITABLE MATERIALS. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 96% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED GEOTECHNICAL ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECIFICATIONS.
2. CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING SOIL CONDITIONS.
3. THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL AND DUST SUPPRESSION FOR CONSTRUCTION OF THIS PROJECT.
4. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.
5. LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR IS TO VERIFY CONNECTION POINTS WITH EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN.
6. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES, DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
7. SITE STORMWATER MUST BE COLLECTED ON SITE AND ROUTED TO THE PUBLIC STORM DRAIN SYSTEM OR GUTTER. STORMWATER CANNOT DISCHARGE ACROSS PROPERTY LINES OR PUBLIC SIDEWALKS.

811 DIG SAFE BEFORE YOU DIG — SAFE DIGGING PARTNER

PRELIMINARY
NOT FOR CONSTRUCTION

CELEBRATING TEN YEARS
TALISMAN CIVIL CONSULTANTS
1588 SOUTH MAIN STREET
SUITE 200
SALT LAKE CITY, UT 84115
801.743.1300

NO.	BY	DATE	REVISIONS:

SUNBURST RANCH
TOLL BROTHERS
OVERALL GRADING AND DRAINAGE PLAN

DATE: 10-20-2026
TCC JOB NUMBER: 25-122

SCALE
HORIZONTAL: 1" = 50'
0 25' 50' 75'

SHEET NUMBER
C300
5 OF 9

DATE: 10/20/2026 2:58 PM
PATH: N:\25-122 - Toll Bros - Sunburst Ranch\Cadd\Lp\C300 GRADING AND DRAINAGE.dwg

RESOLUTION
2026-25

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING AND AUTHORIZING EXECUTION OF THE SUNBURST RANCH PLANNED UNIT DEVELOPMENT PHASE 3 MASTER PLAN AMENDMENT AGREEMENT

WHEREAS, Midway City previously approved the Sunburst Ranch Planned Unit Development ("Sunburst Ranch PUD"); and

WHEREAS, on or about February 10, 2010, the Midway City Council adopted Resolution No. 2010-07 approving an amended master plan for the Sunburst Ranch PUD ("2010 Resolution"); and

WHEREAS, the 2010 Resolution was recorded in the official records of the Wasatch County Recorder and established certain rights, obligations, covenants, and conditions applicable to the Sunburst Ranch PUD; and

WHEREAS, the 2010 Resolution provides, among other things, that Phase 3 of the Sunburst Ranch PUD shall contain thirty-six (36) units, that the total number of units in all three phases shall be eighty-six (86), and that the developer of Phase 3 must submit applications for preliminary and final approval pursuant to applicable City procedures; and

WHEREAS, Crystal Springs Land and Cattle Co., Inc. is the owner of the real property comprising or affected by Phase 3 of the Sunburst Ranch PUD ("Owner"); and

WHEREAS, Toll Southwest, LLC is the applicant and developer for Phase 3 of the Sunburst Ranch PUD ("Developer"); and

WHEREAS, Developer has applied to Midway City for approval of an amendment to the master plan for Phase 3 of the Sunburst Ranch PUD; and

WHEREAS, the proposed amendment applies only to Phase 3 and does not amend or alter the approved master plan, plats, rights, obligations, or improvements for Phases 1 and 2

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except as expressly stated in the Sunburst Ranch Planned Unit Development Phase 3 Master Plan Amendment Agreement attached hereto as Exhibit A ("Phase 3 Amendment Agreement"); and

WHEREAS, Phase 3 is presently approved for thirty-six (36) residential units, and Developer is not requesting an increase in the number of approved units; and

WHEREAS, Developer proposes to amend the location and configuration of building pads, roads, open space, trails, landscaping, amenities, and related improvements within Phase 3; and

WHEREAS, Developer has represented that the amended layout will reduce road and driveway slopes, reduce the need for retaining walls, reduce site disturbance, and better preserve natural open space and native vegetation; and

WHEREAS, Developer has met with representatives of the Sunburst Ranch Owners Association and neighboring property owners regarding the proposed Phase 3 amendment; and

WHEREAS, Developer submitted a letter dated April 30, 2026, summarizing commitments to the Sunburst Ranch Owners Association regarding landscaping, amenities, trail connections, entry monumentation, maintenance, architecture, home heights, mailboxes, construction traffic, and repair of construction-related road damage; and

WHEREAS, the Planning Commission reviewed the proposed Phase 3 master plan amendment and recommended approval subject to conditions, including adoption of the developer/HOA commitment as a condition of approval and the provision of public access to the trail connection from Swiss Alpine Road toward the planned Lundin Farms trail/access corridor; and

WHEREAS, the City Council has reviewed the application, staff report, Planning Commission recommendation, proposed plans, proposed Phase 3 Amendment Agreement, public comments, and other materials in the record; and

WHEREAS, the City Council finds that the proposed Phase 3 Amendment Agreement contractually memorializes the amended Phase 3 master plan, the conditions of approval, and the respective obligations of the City, Owner, and Developer; and

WHEREAS, the City Council finds that approval of the Phase 3 Amendment Agreement is appropriate, lawful, and in the best interest of Midway City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midway City, Utah, as follows:

Section 1. Approval of Phase 3 Master Plan Amendment Agreement.

The City Council hereby approves the Sunburst Ranch Planned Unit Development Phase 3 Master Plan Amendment Agreement, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization to Execute Agreement.

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The Mayor is hereby authorized to execute the Phase 3 Amendment Agreement on behalf of Midway City, together with any related documents, acknowledgments, certificates, or instruments reasonably necessary to carry out the intent of this Resolution, subject to final review and approval as to form by the City Attorney.

Section 3. Authority for Minor Non-Substantive Revisions.

The Mayor, City Administrator, City Planner, City Engineer, and City Attorney are hereby authorized to make minor, technical, clerical, conforming, or non-substantive revisions to the Phase 3 Amendment Agreement and its exhibits prior to execution and recordation, provided such revisions do not materially alter the approved density, open space requirements, public trail easement obligation, drainage obligations, development conditions, or other material terms approved by the City Council.

Section 4. Scope of Approval.

This Resolution and the Phase 3 Amendment Agreement apply only to Phase 3 of the Sunburst Ranch PUD. Except as expressly provided in the Phase 3 Amendment Agreement, this Resolution does not amend, modify, vacate, release, or otherwise alter any approved plat, master plan, condition, right, obligation, improvement, easement, or covenant applicable to Phases 1 and 2 of the Sunburst Ranch PUD.

Section 5. Relationship to Resolution No. 2010-07.

Resolution No. 2010-07 shall remain in full force and effect except to the extent expressly amended by this Resolution or the Phase 3 Amendment Agreement. In the event of a direct conflict between Resolution No. 2010-07 and the Phase 3 Amendment Agreement regarding Phase 3, the Phase 3 Amendment Agreement shall control. In all other respects, Resolution No. 2010-07 remains effective.

Section 6. Approved Density.

Phase 3 of the Sunburst Ranch PUD shall contain no more than thirty-six (36) residential units. The total number of units in all three phases of the Sunburst Ranch PUD shall remain eighty-six (86), unless otherwise amended by subsequent lawful approval of the City.

Section 7. Further Land Use Approvals Required.

Approval of this Resolution and the Phase 3 Amendment Agreement does not constitute final subdivision approval, final plat approval, construction drawing approval, building permit approval, or approval to commence construction. Owner and Developer shall obtain all required preliminary and final subdivision, plat, construction drawing, engineering, building permit, and other approvals required by City ordinances and applicable law before commencing development, construction, or sale of lots within Phase 3.

Section 8. Conditions of Approval.

Approval of the Phase 3 Amendment Agreement is subject to the terms and conditions contained in the Phase 3 Amendment Agreement, including but not limited to the following:

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A. Phase 3 shall contain no more than thirty-six (36) residential units;

B. Phase 3 shall be developed substantially consistent with the approved amended master plan materials attached to the Phase 3 Amendment Agreement;

C. Phase 3 shall include not less than 8.44 acres of open space, or such greater amount as may be shown on the final approved plat and plans;

D. Owner and Developer shall grant and record a public trail easement across Phase 3 providing public pedestrian access from Swiss Alpine Road through Phase 3 to the planned public trail or access corridor crossing the Lundin Farms property, or to such other alignment as may be approved by the City;

E. Developer shall submit drainage plans and stormwater plans addressing runoff, sediment, and drainage impacts associated with Phase 3, including runoff affecting or originating from Swiss Alpine Road, subject to review and approval by the City Engineer;

F. Developer shall submit all traffic, geotechnical, stormwater, water, sewer, fire access, Wildland Urban Interface, landscaping, open space, maintenance, and related materials required by the City;

G. Developer shall comply with the developer commitment letter attached to the Phase 3 Amendment Agreement as Exhibit C to the extent those commitments are not inconsistent with the Phase 3 Amendment Agreement, this Resolution, final City approvals, applicable City ordinances, or applicable law;

H. Developer shall provide documents satisfactory to the City establishing long-term homeowners association or private maintenance responsibility for private roads, open space, trails, landscaping, amenities, irrigation facilities, stormwater facilities, drainage improvements, snow removal, and other private or common improvements within Phase 3;

I. Developer shall pay all applicable City fees, impact fees, review fees, engineering fees, legal fees, professional consultant fees, inspection fees, and other charges applicable to Phase 3; and

J. The Phase 3 Amendment Agreement shall be executed by all required parties and recorded in the official records of the Wasatch County Recorder.

Section 9. Recordation.

The Phase 3 Amendment Agreement shall be recorded in the official records of the Wasatch County Recorder after execution by the City, Owner, and Developer. The City Recorder, City Attorney, and other appropriate City officers and staff are authorized to take all reasonable steps necessary to cause the Phase 3 Amendment Agreement to be recorded.

Section 10. Binding Effect.

The Phase 3 Amendment Agreement shall be binding upon the City, Owner, Developer, and their respective successors and assigns as provided therein. The terms, conditions, covenants,

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restrictions, and obligations contained in the Phase 3 Amendment Agreement shall run with the land and shall burden and benefit the Phase 3 property as provided therein.

Section 11. No Waiver of City Authority.

Nothing in this Resolution or in the Phase 3 Amendment Agreement shall be construed to limit or waive the City's legislative, police power, land use, building, fire, engineering, code enforcement, or regulatory authority, except to the extent expressly limited by applicable law.

Section 12. Severability.

If any section, sentence, clause, or phrase of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remaining portions of this Resolution shall remain in full force and effect.

Section 13. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Midway City Council on the 16th day of June 2026.

MIDWAY CITY

_____

Craig Simons, Mayor

ATTEST:

_____

Brad Wilson, Recorder

(SEAL)

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Exhibit A

SUNBURST RANCH PLANNED UNIT DEVELOPMENT
PHASE 3 MASTER PLAN AMENDMENT AGREEMENT

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SUNBURST RANCH PLANNED UNIT DEVELOPMENT
PHASE 3 MASTER PLAN AMENDMENT AGREEMENT

This Sunburst Ranch Planned Unit Development Phase 3 Master Plan Amendment Agreement ("Agreement") is entered into as of the ___ day of _____, 2026, by and among MIDWAY CITY, a Utah municipal corporation ("City"), CRYSTAL SPRINGS LAND AND CATTLE CO., INC., the owner of the property affected by this Agreement ("Owner"), and TOLL SOUTHWEST, LLC, the applicant and developer of Phase 3 ("Developer"). City, Owner, and Developer may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The Sunburst Ranch Planned Unit Development ("Sunburst Ranch PUD") was previously approved by Midway City.

B. On or about February 10, 2010, the Midway City Council adopted Resolution No. 2010-07 approving an amended master plan for the Sunburst Ranch PUD ("2010 Resolution").

C. The 2010 Resolution was recorded in the official records of the Wasatch County Recorder and established certain rights, obligations, covenants, and conditions applicable to the Sunburst Ranch PUD.

D. The 2010 Resolution provides, among other things, that Phase 3 of the Sunburst Ranch PUD shall contain thirty-six (36) units, that the total number of units in all three phases shall be eighty-six (86), that the developer of Phase 3 must submit applications for preliminary and final approval pursuant to City procedures, and that the terms of the 2010 Resolution and master plan amendment are binding upon future owners and developers of land within the Sunburst Ranch PUD.

E. Owner owns the real property comprising or affected by Phase 3 of the Sunburst Ranch PUD, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Phase 3 Property").

F. Developer has applied to the City for approval of an amendment to the master plan for Phase 3 of the Sunburst Ranch PUD.

G. The proposed amendment applies only to Phase 3 and does not amend or alter the approved master plan, plats, rights, obligations, or improvements for Phases 1 and 2 except as expressly stated in this Agreement.

H. Phase 3 is presently approved for thirty-six (36) residential units, and Developer is not requesting an increase in the number of approved units.

I. Developer proposes to amend the location and configuration of building pads, roads, open space, trails, landscaping, amenities, and related improvements within Phase 3.

J. Developer has represented that the amended layout will reduce road and driveway slopes, reduce the need for retaining walls, reduce site disturbance, and better preserve natural open space and native vegetation.

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K. Developer has met with representatives of the Sunburst Ranch Owners Association and neighboring property owners regarding the proposed Phase 3 amendment.

L. Developer submitted a letter dated April 30, 2026, summarizing commitments to the Sunburst Ranch Owners Association regarding landscaping, amenities, trail connections, entry monumentation, maintenance, architecture, home heights, mailboxes, construction traffic, and repair of construction-related road damage.

M. The City Council approved the Phase 3 master plan amendment by Resolution No. 2026-15 on June 16, 2026, subject to the execution of this Agreement, satisfaction of the terms and conditions set forth herein, and the requirement that Phase 3 return to the City Council for preliminary approval and final approval in accordance with City ordinances and applicable law.

N. The Parties desire to enter into this Agreement to contractually memorialize the amended master plan for Phase 3, the conditions of approval, and the respective obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, approvals, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals.

The Recitals set forth above are incorporated into this Agreement as material terms.

2. Purpose and Effect of Agreement.

This Agreement constitutes a contractual amendment to the approved master plan for Phase 3 of the Sunburst Ranch PUD. This Agreement is intended to be attached as an exhibit to Resolution No. 2026-15 and to be executed by the City, Owner, and Developer.

3. Scope of Amendment.

3.1 Phase 3 Only. This Agreement amends the approved master plan for Phase 3 of the Sunburst Ranch PUD only.

3.2 No Amendment to Phases 1 and 2. Except as expressly stated herein, this Agreement does not amend, modify, vacate, release, or otherwise alter any approved plat, master plan, condition, right, obligation, improvement, easement, or covenant applicable to Phases 1 and 2 of the Sunburst Ranch PUD.

3.3 Relationship to 2010 Resolution. The 2010 Resolution shall remain in full force and effect except to the extent expressly amended by this Agreement or Resolution No. 2026-15. In the event of a direct conflict between this Agreement and the 2010 Resolution regarding Phase 3, this Agreement shall control. In all other respects, the 2010 Resolution remains effective.

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4. Approved Density.

4.1 Phase 3 Density. Phase 3 shall contain no more than thirty-six (36) residential units.

4.2 Overall PUD Density. The total number of units in all three phases of the Sunburst Ranch PUD shall remain eighty-six (86), unless otherwise amended by subsequent lawful approval of the City.

4.3 No Additional Density Granted. Nothing in this Agreement grants, vests, or approves any density beyond the thirty-six (36) units approved for Phase 3.

5. Approved Housing Type.

Phase 3 may be developed with thirty-six (36) detached single-family residential units, subject to compliance with this Agreement, Resolution No. 2026-15, the approved amended master plan, the final plat, applicable development approvals, applicable City ordinances, and applicable law.

6. Approved Amended Master Plan.

6.1 Approved Plan. The amended master plan for Phase 3 shall be substantially consistent with the plans and materials approved by the City Council, including the proposed layout of building pads, roads, open space, trails, landscaping, amenities, and related improvements. The approved amended master plan materials are attached hereto as Exhibit B and incorporated herein by this reference.

6.2 Minor Modifications. Minor technical or clerical modifications may be approved through the City's ordinary administrative or technical review process if the City determines that such modifications are consistent with this Agreement and do not materially alter the approved density, open space, access, trail connection, drainage obligations, amenity package, preliminary or final approval conditions, or other material terms of this Agreement. Nothing in this Section authorizes administrative approval of preliminary approval or final approval for Phase 3 where City Council approval is required by this Agreement, Resolution No. 2026-15, City ordinances, or applicable law.

6.3 Material Modifications. Any material modification to the approved Phase 3 master plan shall require further approval by the City Council and, if required by the City, an amendment to this Agreement.

7. Open Space.

7.1 Minimum Open Space. Phase 3 shall include not less than 8.44 acres of open space, or such greater amount as may be shown on the final approved plat and plans.

7.2 Preservation and Maintenance. Open space shall be preserved, improved, used, and maintained in accordance with the final approved plans, this Agreement, applicable City ordinances, the governing documents for the Sunburst Ranch PUD, and any conditions imposed by the City.

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7.3 Ownership and Responsibility. Unless otherwise approved in writing by the City, open space within Phase 3 shall be owned and maintained by the applicable homeowners association or other private maintenance entity approved by the City.

8. Roads, Access, and Circulation.

8.1 Private Roads. All roads within Phase 3 shall be private unless otherwise expressly accepted by the City through separate written action.

8.2 Maintenance. Private roads shall be owned, operated, maintained, repaired, and replaced by the applicable homeowners association or other private maintenance entity approved by the City.

8.3 Compliance with Standards. Phase 3 shall comply with applicable City access, emergency access, cul-de-sac, fire access, private road, engineering, and construction standards.

8.4 Final Review. Final road grades, alignments, widths, turnarounds, emergency access improvements, and related circulation improvements shall be reviewed and approved through the preliminary and final approval process and shall be subject to review by the City Engineer, Fire Marshal, and other applicable reviewing authorities.

9. Public Trail Easement.

9.1 Trail Easement Required. As a material condition of this Agreement, Owner and Developer shall grant and record a public trail easement across Phase 3 providing public pedestrian access from Swiss Alpine Road through Phase 3 to the planned public trail or access corridor crossing the Lundin Farms property, or to such other alignment as may be approved by the City.

9.2 Plat Requirement. The public trail easement shall be shown on the final plat for Phase 3 unless the City approves a separate recorded easement instrument.

9.3 Form of Easement. The public trail easement shall be in a form acceptable to the City Attorney and shall be recorded before or concurrently with recordation of the final plat for Phase 3.

9.4 Trail Design and Construction. The location, width, design, signage, construction standard, maintenance responsibility, and timing of completion of the public trail easement and trail improvements shall be approved by the City as part of preliminary and final approval.

9.5 Coordination with Lundin Farms Connection. To the extent the City determines that a trail and/or emergency access connection through or adjacent to the Lundin Farms property is feasible and appropriate, Owner and Developer shall coordinate the Phase 3 trail and access layout with the City so that the Phase 3 improvements reasonably align with the planned or existing access corridor to the north.

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9.6 No Obligation to Acquire Third-Party Property. Nothing in this Agreement requires the City, Owner, or Developer to approve, acquire, condemn, or complete any easement or access across property not owned by Owner or Developer.

10. Amenities and Landscaping.

10.1 Approved Amenity Concept. The amenities and landscaping within Phase 3 shall be generally consistent with the approved amended master plan and shall include low-impact and low-maintenance improvements such as trails, sitting areas, a small pavilion, shade shelter, community gardens, native grasses, trees, and related open space improvements.

10.2 Replacement of Prior Amenities. The previously depicted tennis court, basketball court, and playground in the 2010 master plan are not required to be constructed in Phase 3 if the final approved plans include the alternative amenities approved under this Agreement.

10.3 Landscaping Standards. The final landscaping plan shall emphasize native or low-water vegetation, wildfire-resilient landscaping, preservation of existing scrub oak and native grasses where feasible, removal of invasive species where appropriate, and long-term maintenance by the applicable homeowners association or other approved maintenance entity.

10.4 Community Garden. If the community garden is included in final approval, Developer shall install a six-foot fence or other City-approved fencing around the community garden where necessary to protect the garden area from deer and similar impacts.

11. Developer Commitments to Sunburst Ranch Owners Association.

11.1 Incorporation of Commitment Letter. Developer's April 30, 2026 letter to the Sunburst Ranch Owners Association is attached hereto as Exhibit C and incorporated into this Agreement to the extent the commitments are not inconsistent with this Agreement, Resolution No. 2026-15, final City approvals, applicable City ordinances, or applicable law.

11.2 Controlling Effect. If any provision of Exhibit C conflicts with this Agreement, Resolution No. 2026-15, final City approvals, applicable City ordinances, or applicable law, the stricter City requirement or the express terms of this Agreement shall control.

11.3 Required Subjects. The final approval documents shall address, at a minimum, the following subjects:

a. Low-maintenance landscaping and strategic tree placement behind Lots 1 through 6, or such corresponding lots as may be renumbered on the final plat;

b. Low-maintenance amenities, including soft trails, sitting areas, a small pavilion, and community garden improvements;

c. Trail connections within Phase 3 and any approved trail connection between Phases 1, 2, and 3, subject to required easements and approvals;

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d. Upgrades to existing entry monumentation at Ranch Way and Swiss Alpine Road, to the extent approved by the City and agreed by the responsible parties;

e. Maintenance responsibilities for Phase 3 landscaping, amenities, and snow removal before transfer to the applicable homeowners association or maintenance entity;

f. Architectural review consistent with applicable CC&Rs and City approvals;

g. Variation in the height and massing of homes on Lots 1 through 6, or such corresponding lots as may be renumbered on the final plat, with at least three of those homes being single-story homes with a walkout basement level, subject to compliance with City height requirements;

h. Installation of mailbox facilities for Phase 3 homes; and

i. Reasonable construction traffic controls, signage where feasible, training of trades regarding construction access, and repair of damage to existing private roads in Phases 1 and 2 caused by Developer's crews, contractors, subcontractors, suppliers, or trucks.

11.4 No City Assumption of HOA Obligations. Nothing in this Agreement makes the City responsible for enforcing private CC&Rs except to the extent a requirement is independently imposed as a City condition of approval or expressly stated in this Agreement.

12. Drainage and Swiss Alpine Road Runoff.

12.1 Drainage Plan Required. Developer shall submit drainage plans and stormwater plans addressing runoff, sediment, and drainage impacts associated with Phase 3, including runoff affecting or originating from Swiss Alpine Road.

12.2 City Engineer Review. Drainage and stormwater plans shall be reviewed and approved by the City Engineer.

12.3 Permanent Drainage Solution. Developer shall design and construct a permanent drainage solution acceptable to the City Engineer, including improvements necessary to address drainage, runoff, and sediment impacts associated with Phase 3 and Swiss Alpine Road.

12.4 Stormwater Facilities. Developer shall design, construct, and cause to be maintained stormwater detention, drainage swales, sediment control facilities, and related improvements necessary to serve Phase 3 and to mitigate impacts from the development consistent with applicable City standards, state and federal requirements, and approved engineering plans.

13. Traffic Study and Traffic Improvements.

13.1 Traffic Study. Developer shall submit any traffic study, traffic memorandum, or traffic-related analysis required by the City as part of preliminary approval for Phase 3.

13.2 Improvements. The City may require reasonable traffic, access, safety, and circulation improvements consistent with applicable law and City standards.

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14. Geotechnical Review.

14.1 Geotechnical Report. Developer shall submit a geotechnical report and any supplemental geotechnical information required by the City.

14.2 Compliance with Recommendations. Developer shall comply with all City-approved geotechnical recommendations, including recommendations relating to slope stability, retaining walls, road construction, foundations, drainage, and grading.

15. Water and Sewer.

15.1 Water Documentation. Developer has represented that water was previously tendered to the City in 1997 for the Sunburst Ranch PUD. Before final approval, Developer shall provide documentation satisfactory to the City confirming that sufficient water rights, water shares, or other water commitments are available for Phase 3 in accordance with applicable City requirements.

15.2 Water and Sewer Connections. The lots within Phase 3 shall connect to the City's culinary water system and to Midway Sanitation District or the applicable sewer service provider, subject to all applicable approvals, connection requirements, fees, and service provider conditions.

16. Wildland Urban Interface.

Phase 3 is located within the Wildland Urban Interface area. All development, building construction, landscaping, defensible space, vegetation management, and related improvements shall comply with applicable Wildland Urban Interface requirements, fire code requirements, City ordinances, and conditions imposed by the Fire Marshal or other applicable reviewing authority.

17. Services Plan and Long-Term Maintenance.

17.1 Maintenance Entity. Before final approval, Developer shall submit documents satisfactory to the City demonstrating that the applicable homeowners association or other approved maintenance entity will be responsible for the ongoing maintenance, repair, replacement, and operation of private roads, open space, trails, landscaping, amenities, irrigation systems, snow removal, stormwater facilities, detention basins, drainage swales, and other private or common improvements within Phase 3.

17.2 Governing Documents. The City may require amended CC&Rs, bylaws, maintenance agreements, easements, reserve funding provisions, or other documents necessary to ensure that all private and common improvements are continuously maintained in perpetuity without obligation of the City unless expressly accepted by the City in writing.

17.3 No City Maintenance Obligation. Unless the City expressly accepts an improvement in writing, the City shall have no obligation to own, operate, maintain, repair, replace, or fund any private road, trail, open space, landscaping, amenity, irrigation facility, stormwater facility, drainage improvement, or other private or common improvement within Phase 3.

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18. Water Quality and Construction Best Management Practices.

18.1 Construction BMPs. Developer shall comply with all applicable stormwater pollution prevention, erosion control, sediment control, and water quality requirements during construction.

18.2 SWPPP. Developer shall implement a Stormwater Pollution Prevention Plan, best management practices, phased grading where appropriate, stabilized construction entrances, sediment control measures, and other construction-phase protections as required by applicable law and approved City plans.

18.3 Post-Construction Water Quality. Developer shall construct and cause to be maintained post-construction stormwater facilities and water quality improvements required by applicable law, City standards, and approved plans.

19. Preliminary and Final Approval Required.

19.1 Master Plan Amendment Only. This Agreement approves the amended master plan for Phase 3 only.

19.2 Further Approvals Required. Developer shall submit and obtain all required preliminary and final subdivision, plat, construction drawing, engineering, building permit, and other approvals required by City ordinances and applicable law before commencing development, construction, or sale of lots within Phase 3. Preliminary approval and final approval/final plat approval for Phase 3 shall be presented to and approved by the City Council, following required staff, City Engineer, Fire Marshal, Planning Commission, and other applicable technical review.

19.3 Applicable Standards. All development and construction within Phase 3 shall comply with City ordinances, standards, and requirements in effect at the time of final approval of Phase 3, except to the extent Developer has a vested right under applicable law or prior Sunburst Ranch PUD approvals.

19.4 City Council Review at Preliminary and Final Stages. Consistent with the City Council's June 16, 2026 approval, this Agreement does not delegate preliminary approval or final approval of Phase 3 to administrative staff. Staff and technical reviewers may process applications, conduct technical review, require corrections, and recommend conditions, but no preliminary approval, final subdivision approval, or final plat approval for Phase 3 shall be effective until acted upon by the City Council. After City Council approval, minor technical corrections to construction drawings, engineering details, or recordable documents may be approved administratively if they do not materially alter the approved density, open space, access, trail connection, drainage obligations, amenity package, development conditions, or other material terms approved by the City Council.

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20. Fees and Costs.

Developer shall pay all applicable City fees, impact fees, review fees, engineering fees, legal fees, professional consultant fees, inspection fees, and other charges applicable to Phase 3 in accordance with City ordinances, fee schedules, approvals, and applicable law.

21. Default and Remedies.

21.1 Default. A Party shall be in default under this Agreement if the Party fails to perform a material obligation required by this Agreement and fails to cure the default within the time allowed by this Section.

21.2 Notice and Cure. Before pursuing remedies, the non-defaulting Party shall provide written notice describing the alleged default with reasonable specificity. The defaulting Party shall have thirty (30) days after receipt of notice to cure the default. If the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it commences cure within the thirty-day period and diligently pursues the cure to completion.

21.3 Remedies. Upon default, the non-defaulting Party may pursue all remedies available at law or in equity, including specific performance, injunctive relief, withholding of further approvals or permits to the extent allowed by law, enforcement of conditions of approval, or any other lawful remedy.

21.4 Governmental Powers Reserved. Nothing in this Agreement limits the City's legislative, police power, land use, building, fire, engineering, code enforcement, or regulatory authority, except to the extent expressly limited by applicable law.

22. Binding Effect; Covenants Running with the Land.

22.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, transferees, grantees, purchasers, mortgagees, and all persons or entities acquiring any interest in the Phase 3 Property.

22.2 Runs with the Land. The terms, conditions, covenants, restrictions, and obligations contained in this Agreement shall run with the land and shall burden and benefit the Phase 3 Property.

22.3 Transfer of Property. Any conveyance of all or any portion of the Phase 3 Property shall be subject to this Agreement.

23. Recordation.

This Agreement shall be recorded in the official records of the Wasatch County Recorder. Owner and Developer shall execute all documents reasonably required by the City to confirm the recordability and binding effect of this Agreement.

24. Authority.

Each person signing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the Party for whom he or she signs.

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25. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, by certified mail, return receipt requested, by nationally recognized overnight courier, or by email with confirmation of receipt, to the following addresses or to such other address as a Party may designate by written notice:

If to City:

Midway City
Attn: City Recorder
75 North 100 West
Midway, Utah 84049
Email: _____

With a copy to:

Midway City Attorney

Corbin Gordon
Gordon Law Group
322 East Gateway Drive, Suite 201
Heber City, UT 84032
Email: cgordon@utglg.com

If to Owner:

Crystal Springs Land and Cattle Co., Inc.

Email: _____

If to Developer:

Toll Southwest, LLC
Attn: _____
38 East Scenic Pointe Drive, Suite 100
Draper, Utah 84020
Email: _____

26. Entire Agreement.

This Agreement, together with Resolution No. 2026-15 and the exhibits attached hereto, constitutes the entire agreement among the Parties regarding the Phase 3 master plan amendment and supersedes all prior negotiations, representations, or agreements regarding the subject matter

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of this Agreement, except for the 2010 Resolution and prior recorded approvals that remain effective as expressly provided herein.

27. Amendment.

This Agreement may be amended only by a written instrument approved by the City Council and executed by the Parties or their successors as required by law.

28. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

29. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of this Agreement shall be in the Fourth Judicial District Court in and for Wasatch County, Utah.

30. Counterparts.

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

31. Effective Date.

This Agreement shall become effective upon approval by the City Council, execution by all Parties, and recordation in the official records of the Wasatch County Recorder.

MIDWAY CITY,
a Utah municipal corporation

By: _____
Name: _____
Title: Mayor

ATTEST:

City Recorder

STATE OF UTAH)

COUNTY OF WASATCH)

On this ___ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the

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Mayor of Midway City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City by authority of its City Council, and he/she acknowledged to me that the City executed the same.

Notary Public

CRYSTAL SPRINGS LAND AND CATTLE CO., INC.

By: _____
Name: _____
Title: _____

STATE OF UTAH)

COUNTY OF _____)

On this ___ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Crystal Springs Land and Cattle Co., Inc., and that the foregoing instrument was signed on behalf of said entity by authority of its governing documents, and he/she acknowledged to me that said entity executed the same.

Notary Public

TOLL SOUTHWEST, LLC

By: _____
Name: _____
Title: _____

STATE OF UTAH)
.
COUNTY OF _____)

On this ___ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Toll Southwest, LLC, and that the foregoing instrument was signed on behalf of said entity by authority of its governing documents, and he/she acknowledged to me that said entity executed the same.

Notary Public

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EXHIBIT A

Legal Description of Phase 3 Property

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EXHIBIT B

Approved Amended Master Plan Materials

[Attach approved amended master plan, site plan, open space plan, trail plan, landscaping/amenity plan, grading/drainage sheets, and any other plan sheets approved by the City Council.]

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EXHIBIT C

Developer Commitment Letter

[Attach April 30, 2026 letter from Toll Brothers to Sunburst Ranch Owners Association, or revised commitment/agreement approved by the City.]

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