HIDEOUT, UTAH PLANNING COMMISSION
RESCHEDULED REGULAR MEETING AND PUBLIC HEARINGS
May 29, 2025
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Rescheduled Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, May 29, 2025.

All public meetings are available via ZOOM conference call and YouTube Live.
Interested parties may join by dialing in as follows:

Zoom Meeting URL: https://zoom.us/j/4356594739
To join by telephone dial: US: +1 408 638 0986 **Meeting ID:** 435 659 4739
YouTube Live Channel: https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/

Regular Meeting and Public Hearings
6:00 PM

I. Call to Order

II. Roll Call

III. Approval of Meeting Minutes

1. April 17, 2025 Planning Commission Minutes DRAFT

IV. Public Hearings

1. Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain Residential (MR) Zoning District.
2. Discussion and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.
3. Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.
4. Discussion and possible recommendation to Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, and 00-0020-8184 (the "Elkhorn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).
5. Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals.

VI. Meeting Adjournment

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or Town Clerk at 435-659-4739 at least 24 hours prior to the meeting.

File Attachments for Item:

1. April 17, 2025 Planning Commission Minutes DRAFT

Minutes
Town of Hideout Planning Commission
Regular Meeting and Public Hearings
April 17, 2025
6:00 PM

The Planning Commission of Hideout, Wasatch County, Utah met in a Regular Meeting on April 17, 2025 at 6:00 PM electronically via Zoom and in person in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah.

Regular Meeting and Public Hearings

I. Call to Order

Chair Tony Matyszczyk called the meeting to order at 6:01 PM and reminded participants that this was a hybrid meeting held both electronically and in-person.

II. Roll Call

Present: Chair Tony Matyszczyk
Commissioner Rachel Cooper
Commissioner Joel Pieper
Commissioner Glynnis Tihansky
Commissioner Donna Turner

Excused: Commissioner Peter Ginsberg (alternate)
Commissioner Chase Winder (alternate)

Staff Present: Cameron Platt, Town Attorney
Alicia Fairbourne, Recorder for Hideout
Kathleen Hopkins, Deputy Recorder for Hideout

Staff Attending Remotely: Thomas Eddington, Town Planner
Gordon Miner, Town Engineer

Public in Person or Attending Remotely: Jason Bobb, Brian Cooper, Beth Cronin, J.D. Cronin, Glen Gabler, Justin Keys, Don Langston, Karen Langston, Peggy Poka, Joanne Raphaelson, Jeff Schiff, Dori Schmalzle, Dennis Takasugi, Catherine Woltering, William Woolf, Brad Anderson, Dale Aychman, Lisa Christjans, Jerry Crylen, Susan Geyer, Joel Johnson, Richard Otto, Tim Schoen, Jack Walkenhorst, and others who may not have signed in using proper names in Zoom.

III. Approval of Meeting Minutes

1. March 4, 2025 Planning Commission Minutes DRAFT

There were no comments on the March 4, 2025 draft minutes.

DRAFT

Motion: Commissioner Tihansky moved to approve the March 4, 2025 Planning Commission Minutes. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No: None. Abstaining from Voting: None. Absent from Voting: None. The motion carried.

IV. Public Hearings

Chair Matyszczyk adjusted the order of the agenda items from that in the published agenda

1. **Discussion and possible recommendation to the Hideout Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, and 00-0020-8184 (the "Elkhorn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).** ***This item will be postponed to a date to be determined at the April 17, 2025 Planning Commission meeting and will not be discussed at this meeting.***

2. **Discussion and possible recommendation to the Hideout Town Council regarding a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals.** ***This item will be postponed to a date to be determined at the April 17, 2025 Planning Commission meeting and will not be discussed at this meeting.***

Chair Matyszczyk announced that the discussion of matters related to the Elkhorn Springs Development would be continued to the May 15, 2025 Planning Commission meeting.

3. **Discussion and possible recommendation to the Hideout Town Council regarding a preliminary plat and Master Development Agreement for parcel 00-0020-8164 (The Wildhorse Development). This development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.**

Town Planner Thomas Eddington reviewed the Staff Report included in the meeting materials which outlined factors to consider regarding the request for a Cluster Development, Rezone and Master Development Agreement (MDA) approval. He discussed the approved Concept Plan which included seven single-family lots, five villas and neighborhood mixed use commercial space. Mr. Eddington updated the Planning Commissioners on a new request from the Applicant regarding the proposed new streets.

As the Applicant intended to create a Public Improvement District (PID) to finance infrastructure costs, it was noted the Applicant's initial intention to build a private gated road into the residential portion of the development would not be allowed under PID rules. The originally proposed private road was not designed to meet the Town's current standards for public roads with regards to widths and Right-of-Ways (ROWs). The Applicant was now requesting an approval to build this road to the same design standards as the existing roads within the Klaim subdivision.

Mr. Jerry Crylen, advisor to the Applicant, discussed the rationale for the request to continue to design of the existing Woolf Road for the new extension. Town Engineer Gordon Miner shared his

concerns with the timing of this request and noted he had not had an opportunity to thoroughly review the new road proposal which did not meet current Town standards. Discussion ensured regarding other options to consider, including the Applicant improving all of Woolf Road to bring the entire street up to current Code. Mr. Justin Keys, attorney for the Applicant, stated the creation of a PID was always intended and the Applicant would remove plans for a gate. He noted the application for the subdivision pre-dated the new Town road standards. Mr. Miner responded that the application for a rezone did not vest to the old Code.

Mr. Miner added that even under the previous public road standards, 51-foot ROWs would be required, and if the Town was responsible for road maintenance, the current standards should be met. Mr. Eddington noted any decisions on the road design would impact other matters including required setbacks. Discussion continued regarding different options for road widths and ROWs; Mr. Miner reminded the Applicant that snow storage also needed to be considered as it was not appropriate to leave plowed snow in the Public Utility Easements (PUE).

Commissioner Joel Pieper shared his concerns that any road into the commercial area should meet town safety standards and asked the Applicant to meet with Town staff to resolve these issues before bringing the matter to a vote. Commissioner Rachel Cooper noted her concerns with the locations of the residential driveways all connecting with the street so close to one another. Mr. Miner shared his concerns with any on-street parking on narrow streets; he also noted his comments regarding storm water management had not been addressed.

Mr. Crylen stated the Applicant had made design changes and acquiesced on several issues which resulted in fewer single family home lots and re-designed commercial space and villas. He shared his concerns with any further reduction in the number of lots which could impact the viability of the project.

There being no further questions from the Planning Commissioners, the Public Hearing was opened at 7:07 PM.

Ms. Catherine Woltering, Hideout resident, stated her concerns regarding safety if narrow streets were approved.

Mr. Bill Woolf, property owner of the parcel adjoining this development, shared his concerns with the roads as discussed, what would happen to the commercial space if the proposed restaurant failed, concerns with water flowing downhill from the new subdivision, and if Woolf Road was improved and extended, he would not like to see the street name changed.

Mr. Brad Anderson, property owner on Longview Drive, asked for clarification on where this subdivision would be located relative to his property.

There being no further public comment, the Public Hearing was closed at 7:13 PM.

Motion: Commissioner Cooper moved to continue the discussion and possible recommendation to the Hideout Town Council regarding a preliminary plat and Master Development Agreement for parcel 00-0020-8164 (The Wildhorse Development) to the May 15, 2025 Planning Commission meeting or an earlier date if possible. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper,

Commissioner Tihansky and Commissioner Turner. Voting No: None. Absent from Voting: None. The motion carried.

4. Discussion and possible recommendation to the Hideout Town Council regarding a final subdivision approval for the Shoreline Phase 4 subdivision.

Mr. Glen Gabler, the Applicant and his attorney Mr. Justin Keys were in attendance. Chair Matyszczyk noted this concept plan for this subdivision was originally approved in 2016, and asked Mr. Gabler if he had sufficient water shares for this new phase. Mr. Gabler responded he did, and water shares would be recorded with the plat filing.

Mr. Eddington noted the Staff Report included in the meeting materials was substantially unchanged since the August 2024 meeting since no new materials had been submitted for review. Mr. Gabler shared a slide presentation which was also originally provided at that August meeting.

Chair Matyszczyk asked about the planned amphitheater. Mr. Gabler responded the amphitheater was still planned for this phase, and discussed the proposed clubhouse and amenities, including bathrooms accessible to the public. Chair Matyszczyk noted the initial concept plan did not include 239 units as proposed at this time. Mr. Gabler responded the MDA approved 700 units overall and discussed the changes made during the Phase 3 approval process.

Commissioner Pieper asked how many units were included in Phase 4 of the concept plan; Mr. Gabler responded Phase 4 was originally planned for 65 single-family units and Mr. Keys added that changes were made during the Phase 3 approval process at the Town's request which also included moving the planned stacked flat units and commercial development. Commissioner Donna Turner asked who had suggested this change, and stated she was a Shoreline resident who purchased her home with the expectation of single-family homes to be built in the area below her property. She added she was not happy with the proposed design for six-plex rowhome styles which were not aesthetically pleasing.

Commissioner Glynnis Tihansky shared her concerns for safety in the event of a wildfire in the state park leading to evacuations of so many residences. Mr. Gabler replied the design met fire code and included the appropriate number of entry/egress routes. He discussed the proposed changes to the various remaining phases and the expected density of each. Mr. Gabler answered questions regarding the proposed road designs and detention basins throughout the subdivision. He also mentioned the RSPA zoning designation in the 2010 zoning provided this flexibility to adjust density pods.

Mr. Miner noted he had provided substantial comments on the engineering plans submitted in the fall of 2024 but had received no response or resubmission from the Applicant. He stated he did not know how to continue a discussion without those comments being addressed. Mr. Gabler responded he submitted responses, to which Mr. Miner stated he received an email the previous day with some resubmitted drawings that were incomplete, and which would start a new review cycle upon complete resubmission of drawings.

Mr. Keys reviewed several slides with the proposed designs for the different housing types (3-plex through 6-plex configurations) and explained they would be built based on market demand for

various home sizes and types of units. Chair Matyszczyk stated his discomfort with being asked to approve this plan without sufficient details on what would ultimately be built. Mr. Gabler stated he was requesting approval of the maximum number of units, which may not all be built if market demand did not support all the units.

Commissioner Turner asked about all the dirt that was moved and now filled in Deadman's Gulch and removed existing trails; she asked about the legality of this work. Chair Matyszczyk added this gulch area was a wildlife corridor. Mr. Gabler stated the area would be restored and re-vegetated with new trails built and connected to other trails. Mr. Keys discussed the proposed clubhouse and noted there would be 50% open space throughout the 27-acres of this phase.

Mr. Gabler stated he expected to build the 6,000 square foot clubhouse as soon as possible but noted the necessity for sufficient residents to support it. He mentioned the new Vantage Lane lift station built in partnership with Holmes Homes and plans to connect the new sewer lines to this lift station.

Commissioner Tihansky asked about on-street parking near the clubhouse; Mr. Gabler discussed the code requirements for minimum of 2.5 parking stalls per unit, but he would provide more guest parking throughout the new phase. Mr. Miner noted the current road widths did not accommodate on-street parking. Mr. Gabler discussed the CC&Rs which required homeowners to use garages for parking, so driveways should be used for guest parking.

Commissioners Tihansky and Turner asked about the necessity for straight roads rather than a more curved street layout. Mr. Gabler explained the sewer lines would follow the streets and were best designed as straight as possible; he added the roads would meander more than the maps indicate, and the maps show the building envelopes with the actual building sites and driveways to be more staggered. Mr. Gabler also stated he expected Phase 4 to be recorded in four plats, with combinations of 3- or 6-plex units to be determined at the time of recordation.

Commissioner Turner asked about the safety of building on all the filled in areas. Mr. Gabler stated thousands of compaction tests had been conducted. Mr. Miner stated the Town had not been involved in oversight of the management and documentation of this fill work and compaction testing. Mr. Gabler stated the previous Town Engineer had been provided these reports.

Commissioner Pieper requested copies of all email correspondence with the Town regarding the decisions to alter the concept plan in Phase 3 as well as the resolution of the issues identified by the Town Engineer before he could make a decision on this project. Mr. Gabler stated he would send copies of the email history the following day and would respond to the engineering comments before the Town Council meeting, but he requested a vote from the Planning Commission on the matter at this meeting.

Commissioner Cooper stated she would like to see more green space and parking in the plan. Commissioner Pieper asked if it was normal to be asked to approve an application without a specific plan, or if applications under the RSPA zoning have different rules. Mr. Eddington stated the 2010 MDA included the RSPA district designation which described the overall density of 1,975 total units and various density pods, open space requirements, and the maximum of 700 units for Shoreline. The RSPA is an overall plan development proposal and is a bit looser with regard to density and building height limitations of 35 feet for single family homes, for example. The 2016

concept plan approved the total density of 700 units and location of the different housing types. Mr. Gabler has proposed moving the density from the initial concept plan. Mr. Gabler stated the density planned for eight units per acre was not high density. Mr. Keys reminded the Planning Commissioners the Applicant had vested rights and was granted flexibility to develop the project over a long term.

Commissioner Cooper asked how the remaining density would be allocated. Mr. Gabler discussed the plans for construction of the infrastructure which would support each of the future phases, and noted the build-out would continue for another five to eight years depending on market conditions.

Mr. Keys stated the Applicant was trying to work through the Town Engineer's comments, but felt the 2010 engineering standards should apply.

There being no further questions from the Planning Commissioners, the Public Hearing was opened at 8:05 PM.

Mr. J.D. Cronin, Shoreline Phase 2 resident, asked about any traffic and evacuation studies, and if Mr. Gabler would commit to commencing the construction of the clubhouse in the middle of Phase 4 construction. Mr. Gabler agreed to provide the traffic study from 2020 and the construction of the clubhouse in the middle of the Phase.

Mr. Jason Bobb, Shoreline resident, asked for an evacuation evaluation to be provided when final drawings and density were determined and shared his concerns with safety of entry and exits from the subdivision and changed traffic patterns caused by increased density in the neighborhood, and the lack of sidewalks.

Mr. Dennis Takasugi, Shoreline resident, stated he bought his home with a set of expectations based on the plans in place at that time, but which have now changed. He asked that changes impacting the community be considered, including the increased traffic and other matters. He has heard during this meeting that the developer has not provided information requested and asked if the infrastructure should be reconsidered to address safety concerns. He asked for more specifics on what would be built and the timing.

Mr. Brian Cooper, Shoreline resident, stated he understood the complexity of the utility plans, and encouraged the Applicant to resolve the engineering issues.

Ms. Catherine Woltering asked how effective any traffic studies could be if the final plans and density on each street were not known at the time of such studies. She also shared her concerns with street parking during events at the amphitheater and potential for emergency access. Commissioner Turner asked if a traffic study had been conducted in consideration of the proposal for Phase 4. Mr. Gabler said it had been done with respect to 700 total units, and he would provide it prior to the Town Council meeting.

Ms. Beth Cronin, Shoreline resident, thanked Mr. Gabler and GCD for the use of the land for the temporary fire station. She requested documentation be provided regarding water rights, and shared her concerns about safety as more traffic will be entering Hideout from SR-248.

There being no further public comment, the Public Hearing was closed at 8:20 PM.

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Mr. Miner stated there was no full traffic impact study submitted, but rather a trip generation memo.

Motion: Commissioner Pieper moved to make a positive recommendation to the Hideout Town Council regarding a final subdivision approval for the Shoreline Phase 4 subdivision, based on the information presented at this meeting and with the conditions and recommendations that 1) the emails related to changes in Shoreline Phase 3 be provided, 2) the traffic impact study be provided, 3) comments from the Town Engineer be resolved and 4) the clubhouse construction be commenced at least midway through Phase 4 construction. Commissioner Turner made the second. Voting Yes: None. Voting No: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Absent from Voting: None. The motion failed.

Chair Matyszczyk stated the motion failed by a vote of five to zero against the motion which resulted in a negative recommendation to the Town Council.

5. Consideration and possible recommendation to the Hideout Town Council for a proposed amendment to the Engineering Design Standards Manual. The proposed updates would include the following:

a. **Stormwater Drainage Policy Update**
"4. Surface water drainage originating upon or traversing across privately owned property may not enter the City's stormwater drain system, or otherwise be directed onto publicly owned property, except as approved by the Town Engineer."

b. **Private Utility System Standards**
"Private systems shall be designed the same as public systems. Systems that serve private development shall be privately-owned-and-maintained."

c. **Construction Notes Section (New Section 1.5)**
Addition of standard construction requirements for job site responsibility, permits, scheduling, work hours, staging, parking, emergency access, signage, lighting, inspections, survey monuments, traffic control, and utility management.

Mr. Miner discussed each of the proposed amendments which were minor adjustments and did not represent significant changes other than moving the references from Town Code to this manual and technically strengthening the manual with regard to accepting storm water.

Commissioner Tihansky asked what responsibilities the developers had with regard to drainage into the State Park. Mr. Miner explained that was not what was referenced in the manual amendment. However, with regard to drainage into the State Park, he noted the existence of a natural spring which drained into the park.

The Construction Notes section was moved from Town Code into the Engineering Design Standards document, and did not represent any changes to policies.

The item related to Public Utility System standards was intended to conform to the same provisions as the public drinking water system.

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There being no further questions from the Planning Commissioners, the Public Hearing was opened at 8:43 PM.

Mr. Bill Woolf thanked Mr. Miner for the explanations.

Mr. Brian Cooper noted the water system for the Todd Hollow apartments was privately maintained.

There being no further public comment, the public hearing was closed at 8:44 PM.

Motion: Commissioner Tihansky moved to make a positive recommendation to the Hideout Town Council for a proposed amendment to the Engineering Design Standards Manual as presented. Commissioner Cooper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper and Commissioner Tihansky. Voting No: None. Absent from Voting: Commissioner Turner. The motion carried.

V. Meeting Adjournment

There being no further business, Chair Matyszczyk asked for a motion to adjourn.

Motion: Commissioner Tihansky moved to adjourn the meeting. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No: None. Absent from Voting: None. The motion carried.

The meeting adjourned at 8:45 PM.

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Kathleen Hopkins
Deputy Recorder for Hideout

DRAFT

File Attachments for Item:

1. Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain Residential (MR) Zoning District.

Wildhorse Development

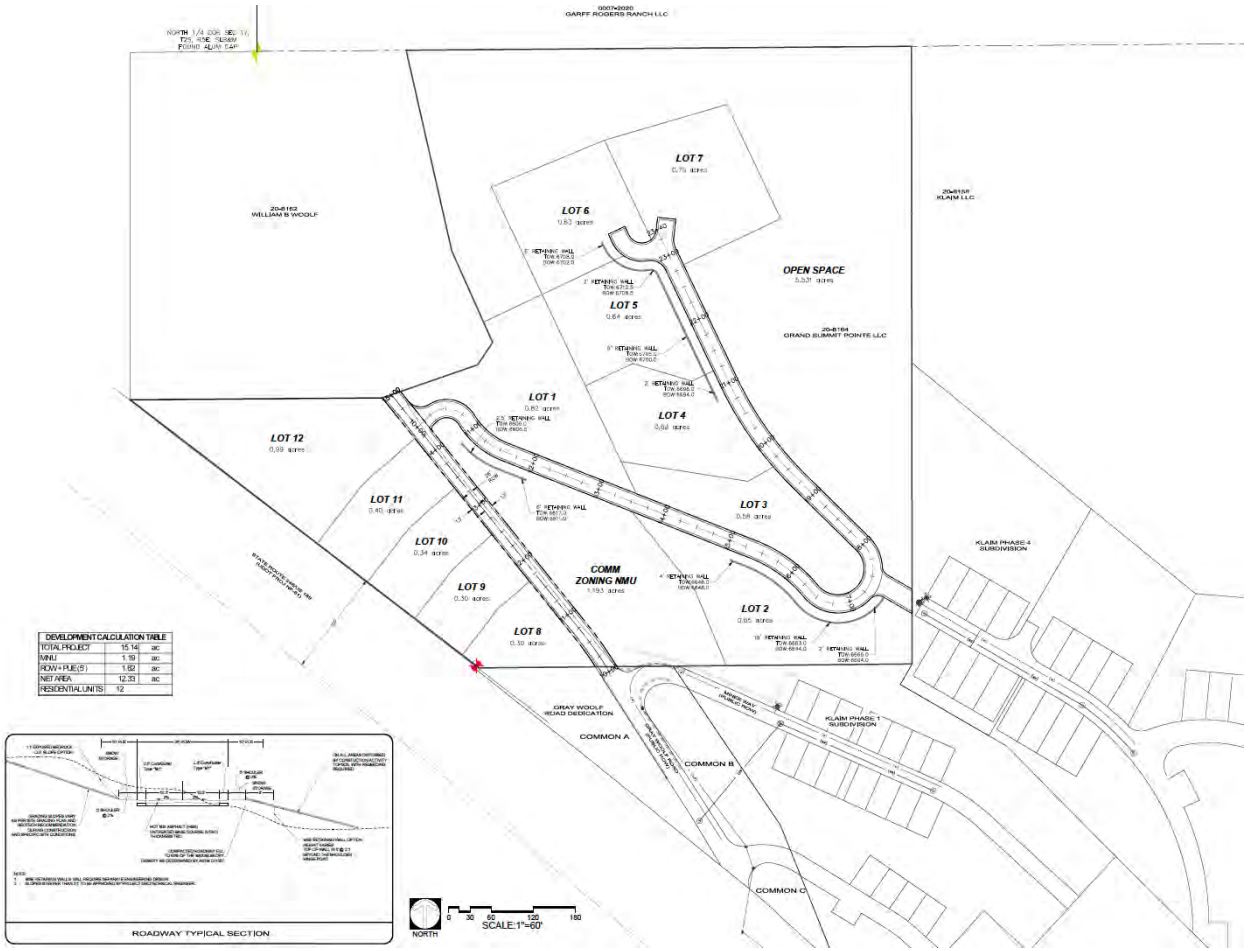
CUP/PPD for Cluster Development, Rezone and MDA

Staff Report/Presentation

May 29, 2025
Planning Commission Meeting

Cluster Development

- Section 12.6 of the Hideout Municipal Code allows, and encourages, a cluster concept
- In areas where land preservation and native vegetation is desired, this concept ensures the protection of the unbuilt land
- 7 Single-family Lots and 5 villa units
- 1 Neighborhood Commercial Lot
- Gated community – beyond Woolf Drive



Cluster Development – Section 12.06 of the HMC

It is the purpose of this ordinance to permit residential Cluster Development in order to:

1. Encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography;

2. Protect environmentally sensitive areas of a Development site and preserve on a permanent basis Open Space and natural features;

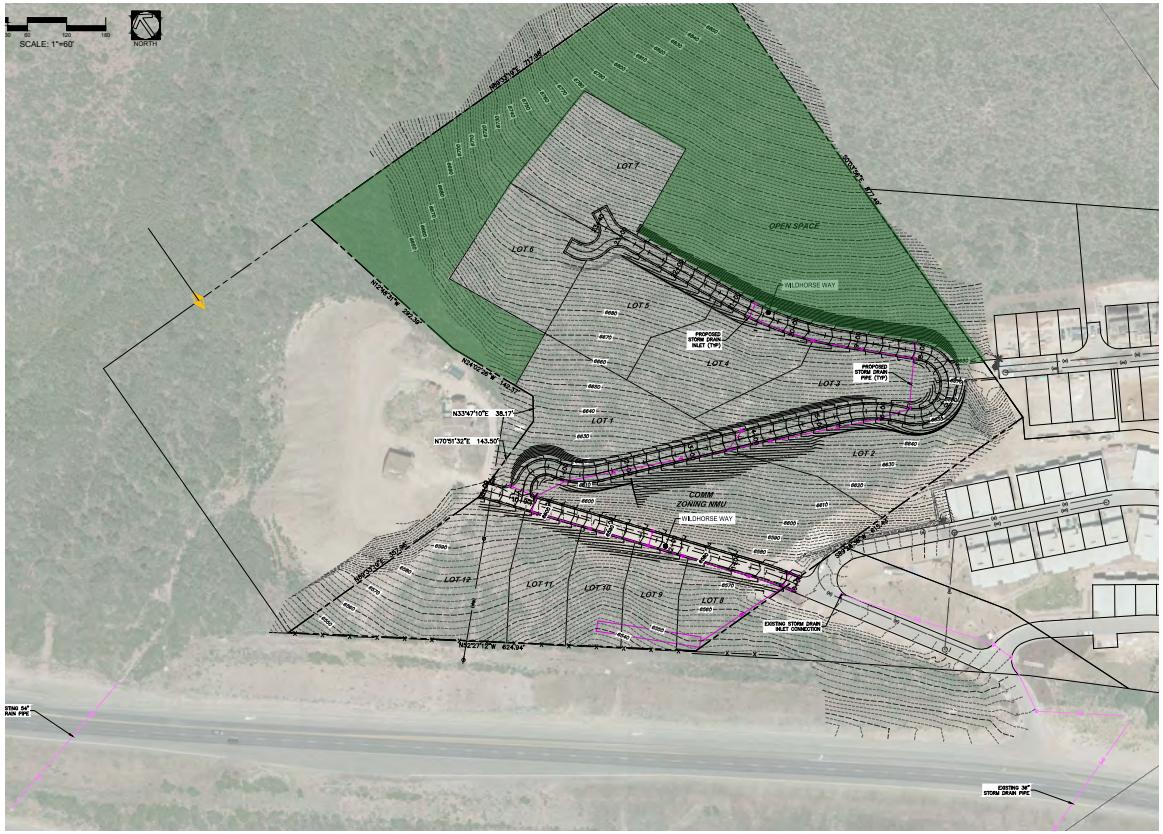
3. Decrease or minimize nonpoint-source pollution impacts by reducing the number of impervious surfaces in site Development;

4. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of Streets; and

5. Further the objectives of the General Plan

Cluster Development

- Section 12.6 of the Hideout Municipal Code allows, and encourages, a cluster concept
- In areas where land preservation and native vegetation is desired, this concept ensures the protection of the unbuilt land
- 7 Single-family Lots and 5 villa units
- 1 Neighborhood Commercial Lot



Cluster Development – Section 12.06 of the HMC

The following provisions shall apply to any residential Cluster Development, regardless of the general requirements of the applicable residential zoning district:

1. The minimum area of the Cluster Development shall be five (5) acres.
    - The site is +/-15 acres
2. No minimum width or depth of a Lot shall apply.
    - The proposed lots have a variety of lot widths proposed; most exceed +/-100'
    - A minimum side yard setback of ten (10) feet shall be provided between all principal Buildings and Structures.
3. A minimum separation of ten (10) feet shall be provided between all principal Buildings and Structures.
    - All buildings meet this requirement.
4. A minimum Yard or Open Space of at least twenty-five (25) feet in depth shall be provided, as measured from all Public Streets and from the side and rear lot lines of the entire Cluster Development.
    - The Applicant is proposing 20'-0". Is the PC supportive of a variance from this requirement?

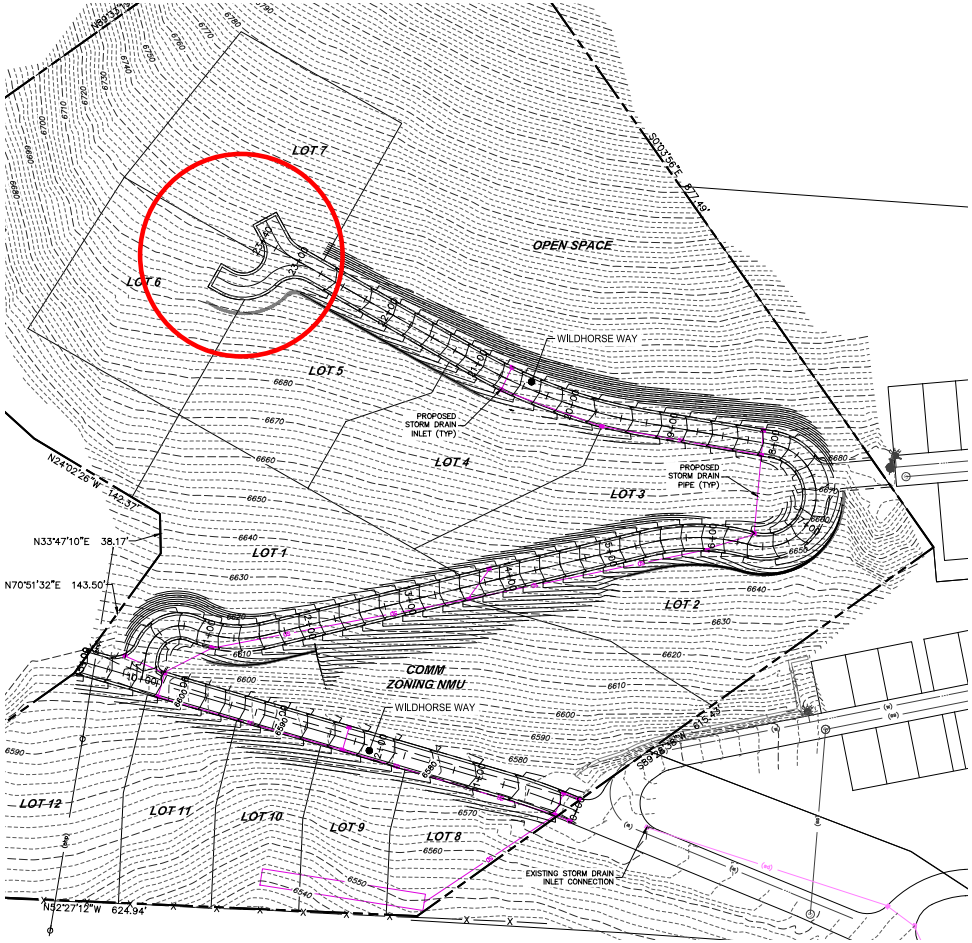
Cluster Development – Section 12.06 of the HMC

The following provisions shall apply to any residential Cluster Development, regardless of the general requirements of the applicable residential zoning district:

5. Each Lot shall have a minimum access of twelve (12) feet to a public or private Street. Such access may be shared with other Lots.
    - Driveways shall meet this requirement.
6. More than one principal Building or Structure may be placed on a Lot.
    - None proposed or permitted, NA.
7. An additional twenty percent (20%) beyond what is required per zoning district shall be conveyed as Open Space.
    - Each lot per the Mountain Residential zone must have 70% open space . In addition, Parcels A, C, D and E shall be totaled to determine what percent of open space is proposed outside of the developable lots.
    - Parcel B shall be relabeled since it is a buildable lot. Parcel D has been reduced in size and should be increased to protect the steep slopes.
8. Where the site contains Floodplains or wetlands, not less than fifty percent (50%) of such Floodplains or wetlands shall be included in calculating the Open Space.
    - NA

Change of End of Road Configuration

- Staff to confirm turn around capacity for fire equipment
- The Wasatch Fire Department must review and sign off on the turnaround



Cluster Development – Section 12.06 of the HMC

In addition to the preliminary plan and final plat application requirements outlined in Title 10, plans for residential Cluster Development shall include the following information:

1. The maximum number and type of Dwelling Units proposed;
    - 7 single family lots, 5 single unit villas, and 1 commercial building

2. The areas of the site on which the Dwelling Units are to be constructed or are currently located and their size (this may take the form of the footprint of the Dwelling Unit or a Building envelope showing the general area in which the Dwelling Unit is to be located);
    - See proposed concept plan and lot lines

3. The calculations for the permitted number of Dwelling Units, as determined by the Town Standards;
    - This calculation is the total site, less the NMU zoned parcel, less the area of the proposed roads = maximum number of residential units permitted.

DEVELOPMENT CALCULATION TABLE		
TOTAL PROJECT	15.14	ac
MNU	1.19	ac
ROW+PUE(5')	1.62	ac
NET AREA	12.33	ac
RESIDENTIAL UNITS	12	

4. The areas of the site on which other proposed principal and Accessory Uses may be located and their size;
    - See proposed concept plan and lot lines

5. The areas of the site designated for Open Space and their size;
    - See proposed concept plan and lot lines

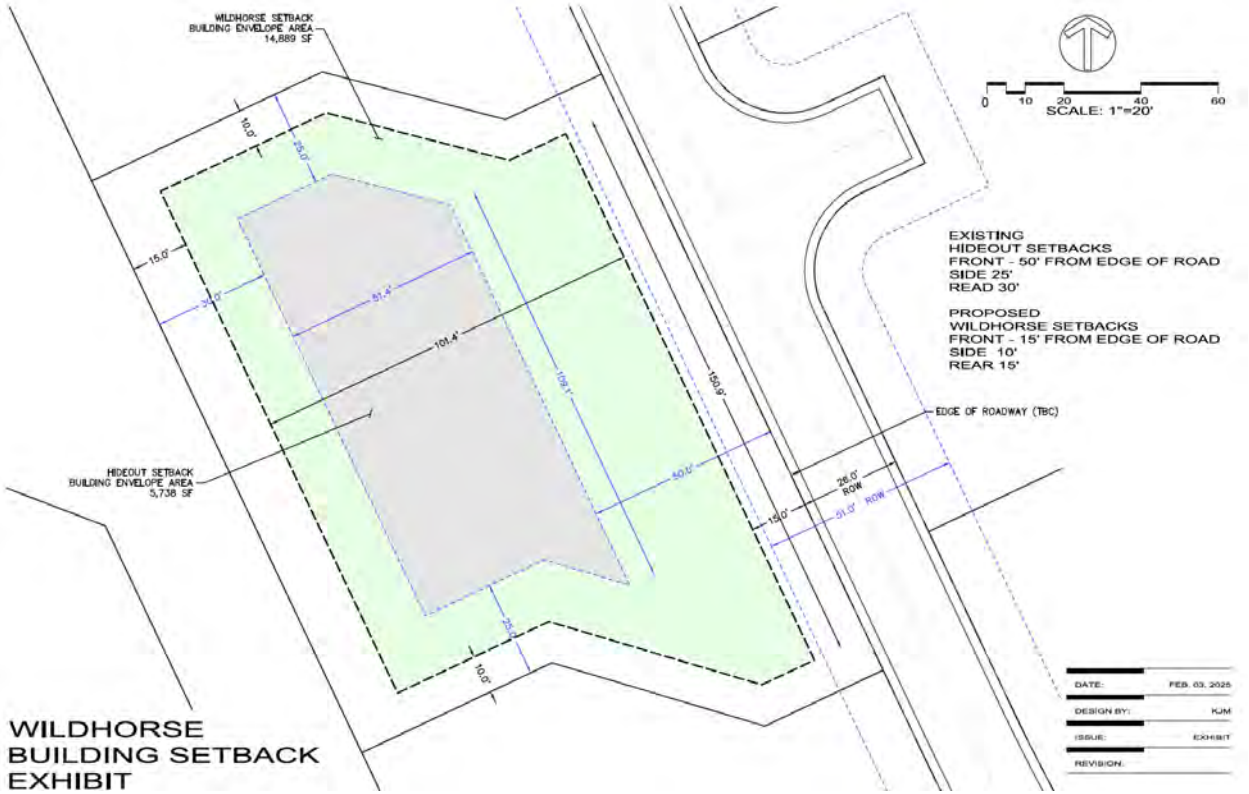
Cluster Development – Section 12.06 of the HMC

In addition to the preliminary plan and final plat application requirements outlined in Title 10, plans for residential Cluster Development shall include the following information:

6. The areas of the site designated for Open Space and their size;
    - See proposed concept plan and lot lines (to be updated)
7. The areas of the site designated for parking and loading and the size of individual spaces;
    - See proposed concept plan and lot lines; two parking spaces per home (minimum) and +/-40 parking spaces for the commercial development
8. The number and percentage of Dwelling Units, if any, that are proposed to be affordable;
    - None
9. The location of sidewalks, trails, and bike paths;
    - Additional detail necessary for review.
10. The number of acres that are proposed to be conveyed as Open Space; and
    - 5.531 acres to be dedicated for Open Space preservation.
11. Demonstrate conformance with the General Plan, this Title, the Subdivision Ordinance, and the Building Code.
    - See following slides

Setbacks and Limits of Disturbance to be Updated and Labeled

- Per PC on 2/23, the following setbacks were approved:
  - Front: 15’
  - Sides: 15’
  - Rear: 20’



Setbacks and Limits of Disturbance to be Updated and Labeled

- Absolute minimum of 25’-0” setbacks around adjacent property

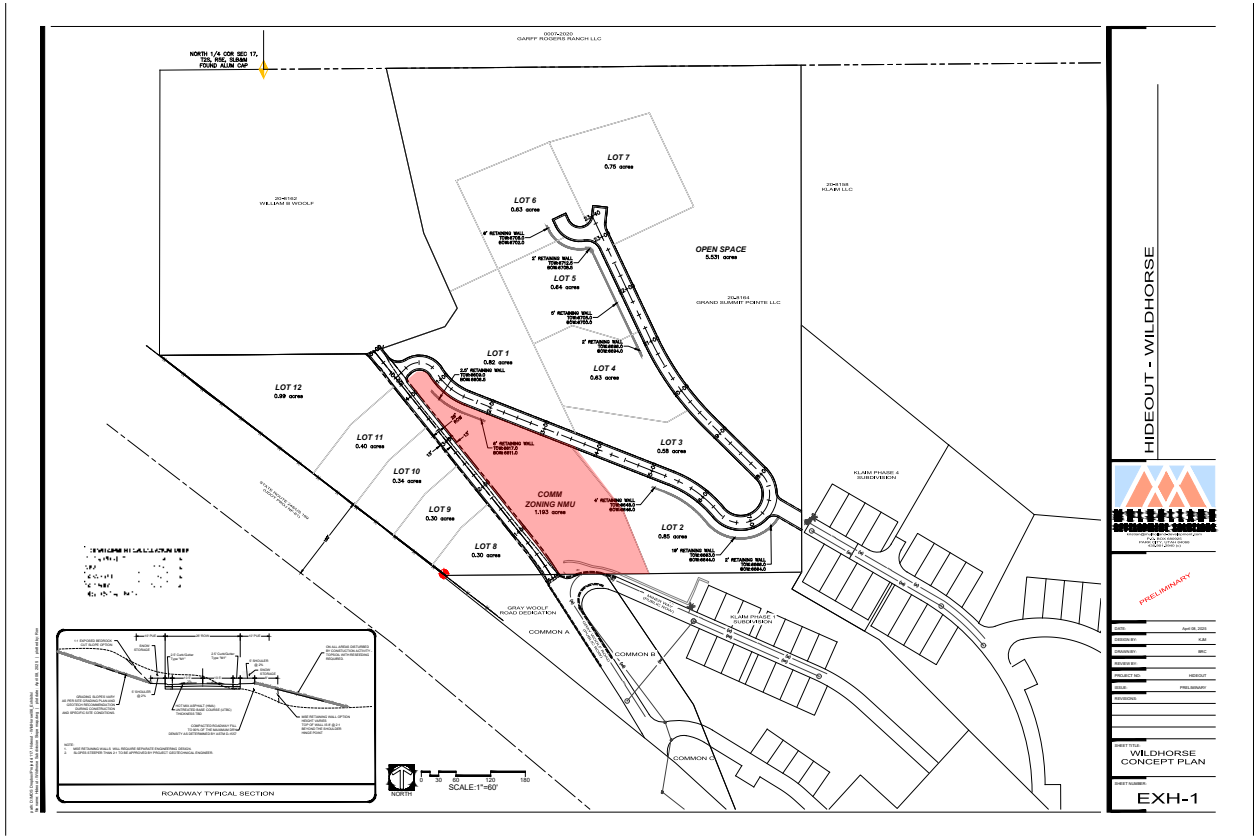


Proposed Rezone for the Commercial Lot

From Mountain residential to Neighborhood Mixed Use (NMU)

Overall Site Plan with Area Proposed for NMU Zoning Designation

- All requirements of the NMU zoning district apply.
- Restaurants and a grocery/provisioners are “Permitted” uses
- Consider MDA allowance for small scale retail rather than NMU CUP



2019 General Plan

- When the Planning Commission considers a concept plan or rezoning request, any recommendation must be in compliance with the General Plan.
- The General Plan recommends preservation of viewsheds, the natural environment, and land development at intensities appropriate to the site and respectful of the natural environment. The Planning Commission should review the proposed CUP and cluster proposal for rezoning and determine whether it complies with the General Plan.



2.1 Vision Statement

Hideout, Utah is a community
that treasures both its residents and its environment.
As such, Hideout's vision is to:

preserve outstanding views

cultivate an inviting neighborhood atmosphere

build a connected community

2.1.1 To Preserve Outstanding Views,

All development will be intentionally designed around enhancing and accentuating the existing environment, recreational open space, and livability of the community.

2.1.2 To Cultivate an Inviting Neighborhood Atmosphere,

The intensity of land use will be managed to promote the design standards and environmental ideals laid out in the General Plan and other town documents.

2.1.3 To Build a Connected Community,

Public gathering spaces and appropriate commercial growth will be accessible by a variety of transportation options.

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preserve outstanding views

cultivate an inviting neighborhood atmosphere

build a connected community

4.5.1 Hideout's housing goals are to:

1. Create an inviting neighborhood atmosphere by implementing design standards to coordinate the aesthetic and cohesiveness of the built environment.

2. Encourage a balanced mix of housing types to provide desirable options for current and potential residents.

3.4.1 Hideout's land use goals are to:

1. Preserve the viewsheds, green space, and unique topography by updating and enforcing a zoning code that reflects Hideout's Community Vision.

2. Maintain the unique character of Hideout by managing intensity of land use and promoting a mix of residential and commercial uses appropriate for the community.

8.4.1 Hideout's environment goals are to:

1. Prioritize the protection of Hideout's stunning viewsheds and existing natural environment by limiting the negative impacts of development and mitigating potential natural hazards such as fire and manmade hazards such as pollution.

2. Organize community recycling efforts.

3. Encourage interaction with the natural beauty of Hideout by installing community-minded open spaces including parks and trails.

4. Promote conservation and preservation practices among Hideout residents to better protect the local environment.

5.4.1 Hideout's economic development goals are to:

1. Increase the livability of Hideout by encouraging appropriate commercial uses to serve resident needs.

2. Coordinate with local developers to enhance public gathering spaces and community connectivity.

3. Encourage commercial uses that are financially beneficial to the Town to improve resident quality of life and generate revenue to expand and maintain public infrastructure.

6.4.1 Hideout's transportation goals are to:

1. Connect the community through public pedestrian, bicyclist, and motor vehicle facilities.

2. Improve the quantity and quality of trails in the area.

3. Increase the frequency of transit services to nearby cities.

4. Address user and wildlife safety concerns related to SR-248.

Master Development Agreement

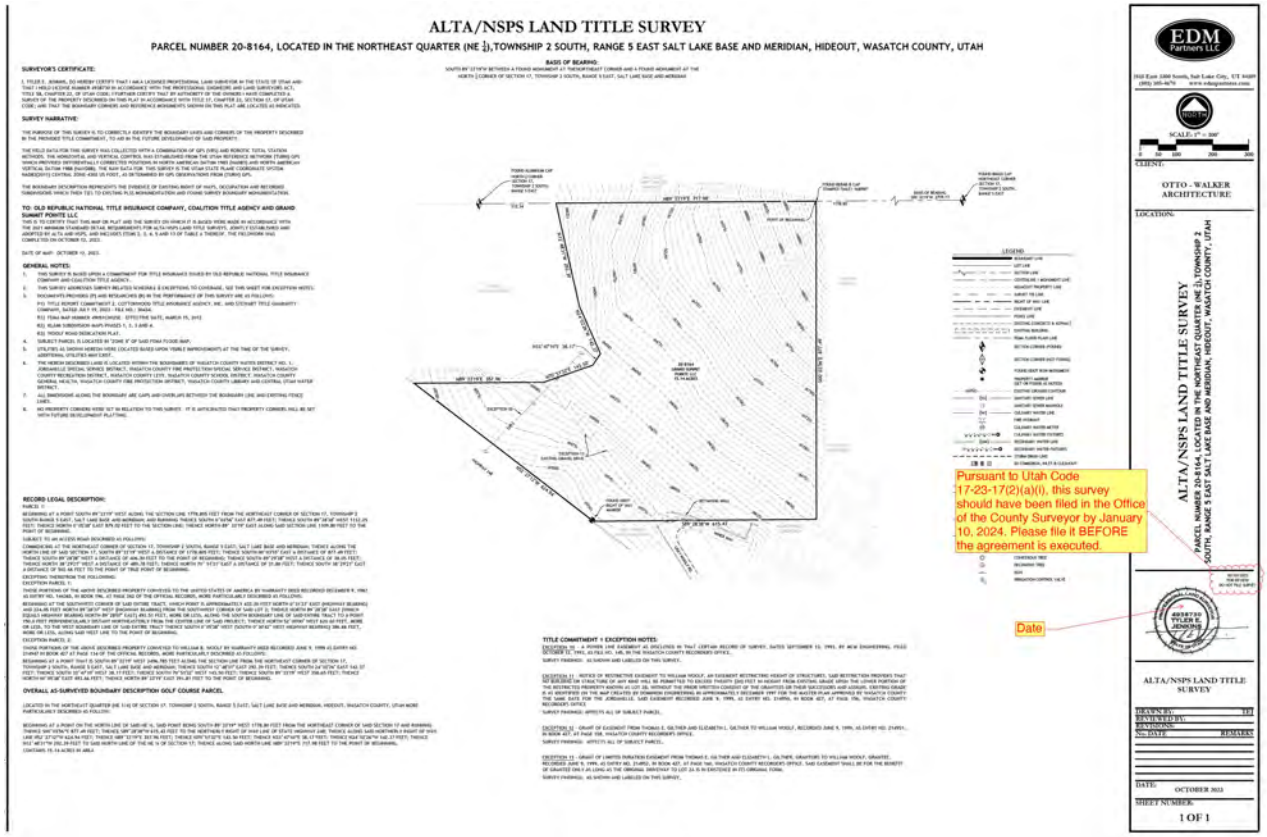
The technical document outlining the agreed upon details of the proposed rezoning request

Master Development Agreement

The draft MDA includes the following Exhibits (detailed in the following slides) for clarification to technical language:

Exhibit A: Legal Description
Exhibit B1: Deed Restriction on Property Adjacent to SR248
Exhibit B2: Agreement Regarding Retaining Wall Encroachment
Exhibit B3: Agreement with KLAIM Regarding Emergency Access Across HOA Property
Exhibit C: Master Concept Plan
Exhibit D: Slope Map with Maximum Building Envelopes on Slope Map & Areas to Remain Undisturbed
Exhibit E: Conceptual Drainage and Utility Plan
Exhibit F: Conceptual Commercial Site Plan and Building Design (and Retaining Walls)
Exhibit G: Phasing Schedule
Exhibit H: Copy of Planning Commission Recommendation for Concept Plan and Rezoning
Exhibit I: Copy of Town Council Resolution including the Findings of Fact, Conclusions of Law, and Conditions of Approval
Exhibit J: Design and Architecture Guidelines

Exhibit A



ALTA/NSPS LAND TITLE SURVEY

PARCEL NUMBER 20-8164, LOCATED IN THE NORTHEAST QUARTER (NE ¼),TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH

SURVEYOR'S CERTIFICATE:

SURVEY NARRATIVE:

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COALITION TITLE AGENCY AND GRAND SUMMIT POINTE LLC

GENERAL NOTES:

RECORD LEGAL DESCRIPTION:

OVERALL AS-SURVEYED BOUNDARY DESCRIPTION GOLF COURSE PARCEL

BASIS OF BEARING:

TITLE COMMITMENT + EXCEPTION NOTES:

LEGEND

Pursuant to Utah Code 17-23-17(2)(a)(i), this survey should have been filed in the Office of the County Surveyor by January 10, 2024. Please file it BEFORE the agreement is executed.

Date

EDM Partners LLC

CLIENT: OTTO - WALKER ARCHITECTURE

LOCATION:

ALTA/NSPS LAND TITLE SURVEY

PARCEL NUMBER 20-8164, LOCATED IN THE NORTHEAST QUARTER (NE ¼),TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH

ALTA/NSPS LAND TITLE SURVEY

DRAWN BY:	EH
REVIEWED BY:	
REVISIONS:	
NO. DATE	REMARK
DATE:	OCTOBER 2023
SHEET NUMBER:	1 OF 1

Exhibit B1

When recorded return to:
High Country Title
P.O. Box 714
Park City, Utah 84060

00214950 Bk 00427 Pg 00156-00157
WASATCH CO RECORDER-ELIZABETH M PARCELL
1999 JUN 09 14:41 PM FEE $13.00 BY MWC
REQUEST: HIGH COUNTRY TITLE

NOTICE OF RESTRICTIVE EASEMENT

NOTICE IS HEREBY GIVEN that THOMAS E. GILTNER and ELIZABETH L. GILTNER as Grantors hereby create and grant to WILLIAM WOOLF as Grantee and his devisees, assignees, heirs and all successors in interest perpetually an EASEMENT an easement restricting height of structures over, across and covering a portion of real property known as Lot 2B situated in Summit County, Utah, more particularly described as:

> Commencing at the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; thence along the North line of said Section 17, South 89°33'19" West a distance of 1778.805 feet; thence South 00°03'55" East a distance of 877.49 feet; thence South 89°28'38" West a distance of 444.35 feet to the point of the beginning; thence South 89°28'38" a distance of 180.01 feet more or less to the Easterly highway right of way line; thence following said Easterly right of way line North 51°58'58" West 618.46 feet; thence leaving said right of way line North 89°33'18" East 358.65 feet; thence North 70°51'31" East 4.0 feet; thence South 38°29'21" East 489.78 feet to the point of beginning.

Said Restriction shall be for the benefit of the following described property known as Lot 2A owned by the grantees located in Summit County, State of Utah and more particularly described as follows:

> Beginning at a point that is South 89°33'19" West 2496.785 feet along the section line from the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Base and Meridian; thence South 12°48'31" East 292.39 feet; thence South 24°02'26" East 142.37 feet; thence South 37°47'10" West 38.17 feet; thence South 70°51'12" West 143.50 feet; thence South 8933'19" West 358.65 feet; thence North 00°05'38" East 493.66 feet; thence North 89°33'19" East 391.81 feet to the point of beginning.

Said Restriction provides that no building or structure of any kind will be permitted to exceed twenty (20) feet in height from existing grade *upon the lower portion* of the restricted property known as Lot 2B, without the prior written consent of the grantees or their successors and assigns. Existing grade is as identified on the map created by Dominion Engineering in approximately December 1997 for the Master Plan approved by Wasatch County the same date for the Jordanelle.

IN WITNESS WHEREOF Grantors execute this 8 day of June, 1999.

THOMAS E. GILTNER

ELIZABETH L. GILTNER

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On the ____ day of May, 1999 appeared before me Mike W. Gruber, known to me to be such, who being duly sworn did swear that he signed the ~~foregoing~~ Notice of Restrictive Easement by ~~Power of Attorney~~ for Grantors.

NOTARY PUBLIC
Residing at:

PAGE (•) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

Exhibit B2

- Need an agreement between the Applicant, KLAIM, and the Town regarding the retaining wall encroachment.

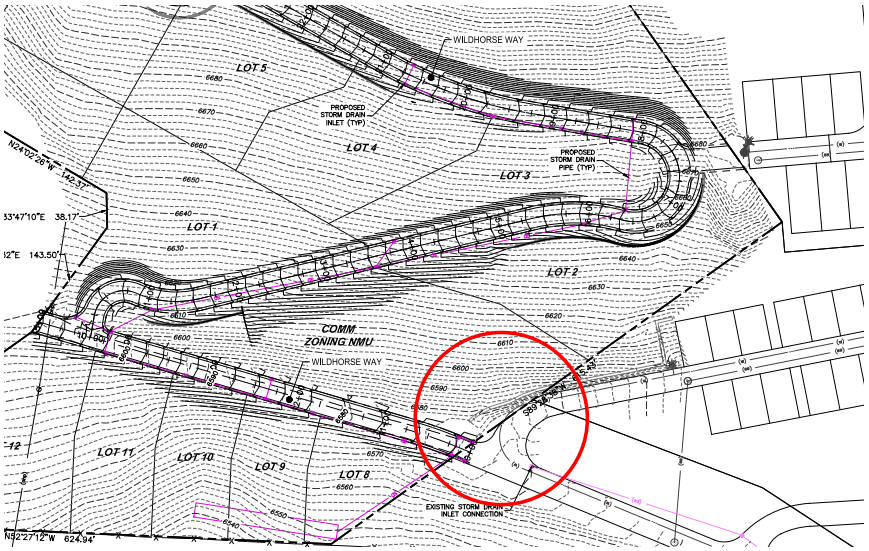


Exhibit B3

- Need an agreement from KLAIM regarding emergency access through, and across, the HOA property.

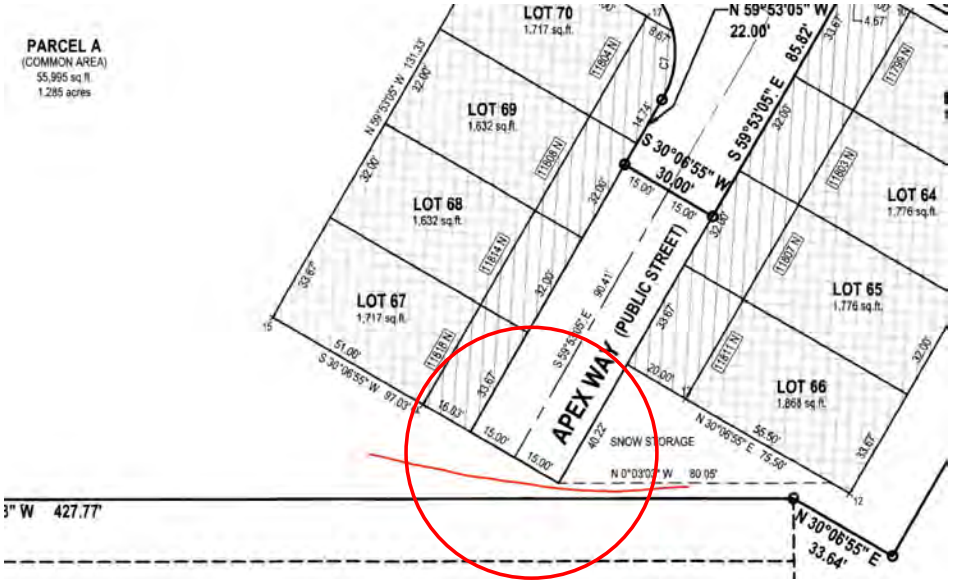


Exhibit C

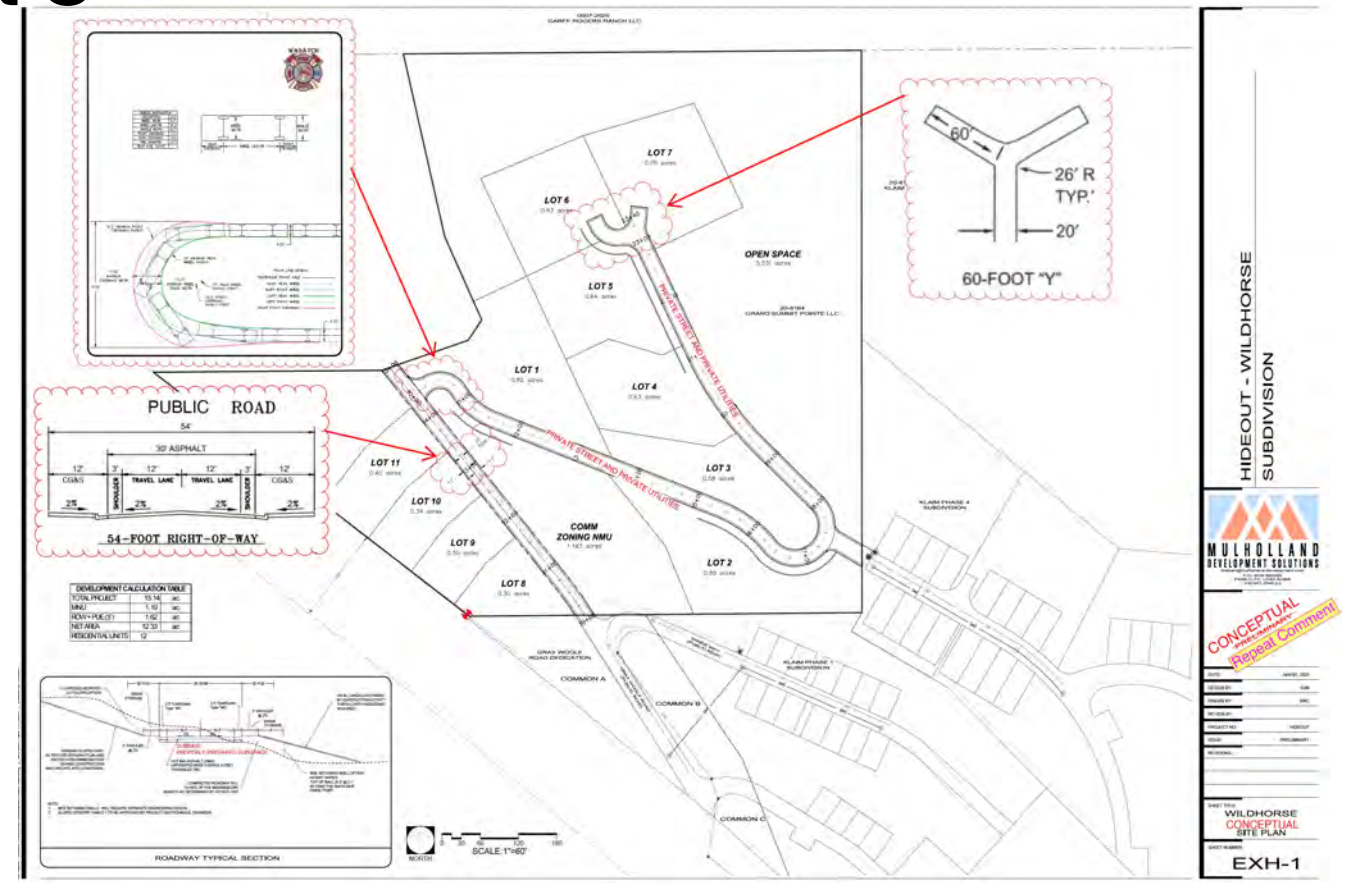

PUBLIC ROAD
54'
30' ASPHALT
54-FOOT RIGHT-OF-WAY
60'
26' R
TYP.
20'
60-FOOT "Y"
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
OPEN SPACE
COMM
ZONING NMU
COMMON A
COMMON B
COMMON C
PRIVATE STREET AND PRIVATE UTILITIES
ROADWAY TYPICAL SECTION
SCALE 1"=60'
HIDEOUT - WILDHORSE
SUBDIVISION
MULHOLLAND
DEVELOPMENT SOLUTIONS
CONCEPTUAL
(Repeat Comment)
WILDHORSE
CONCEPTUAL
SITE PLAN
EXH-1

Exhibit D

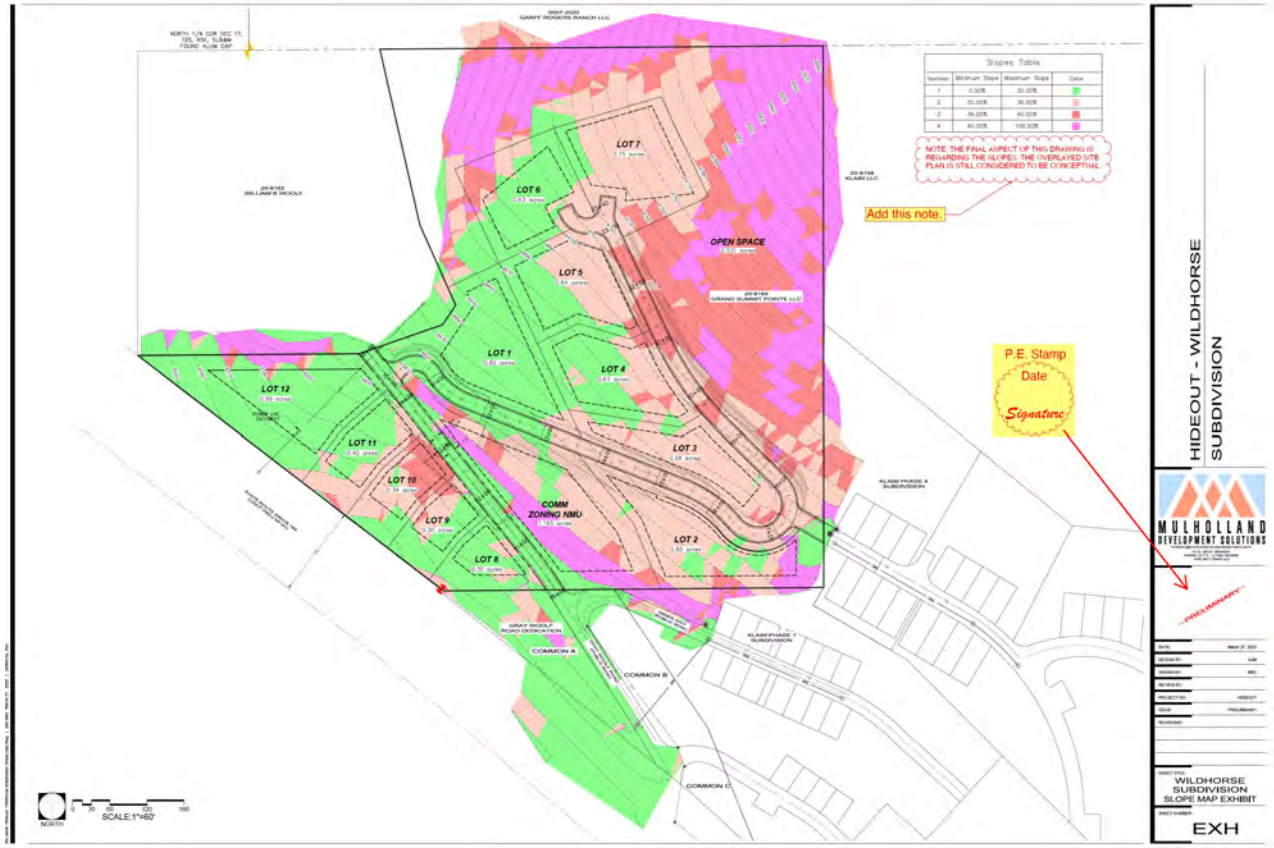

Slopes Table
NOTE: THE FINAL ASPECT OF THIS DRAWING IS REGARDING THE SLOPES. THE OVERLAYED SITE PLAN IS STILL CONSIDERED TO BE CONCEPTUAL
Add this note.
P.E. Stamp
Date
Signature
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
OPEN SPACE
COMM
ZONING NMU
COMMON A
COMMON B
COMMON C
GRAY WOLF
ROAD DEDICATION
HIDEOUT - WILDHORSE
SUBDIVISION
MULHOLLAND
DEVELOPMENT SOLUTIONS
WILDHORSE
SUBDIVISION
SLOPE MAP EXHIBIT
EXH
SCALE:1"=60'

Exhibit E

The stormwater infrastructure proposed to be located along SR 248 should be designed to be screened from view along SR248 – including basin, cistern, accessway, etc.

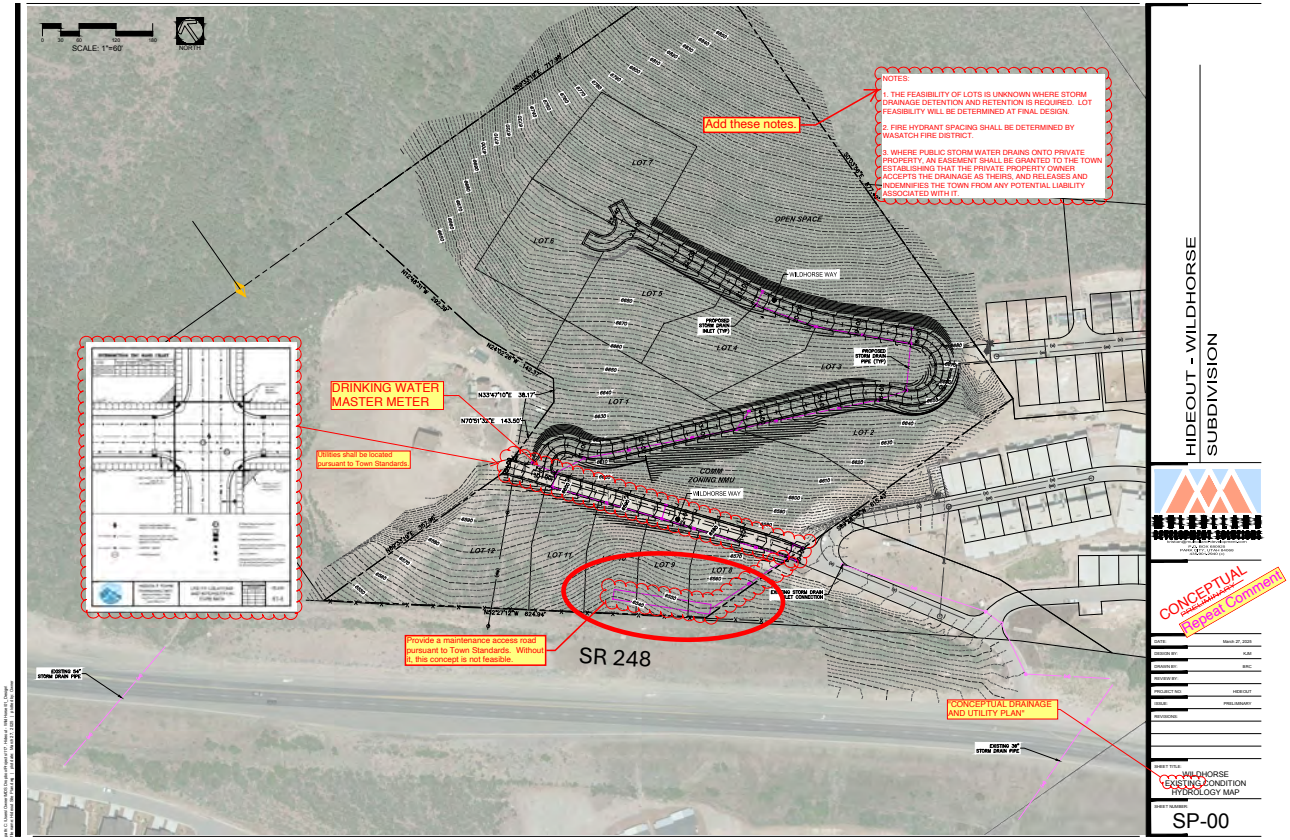


Exhibit F

- Exhibit F will include the full set of Commercial site plans, images, etc. presented to the PC on 2/18 meeting





Exhibit F (cont.)



Exhibit F (cont.)

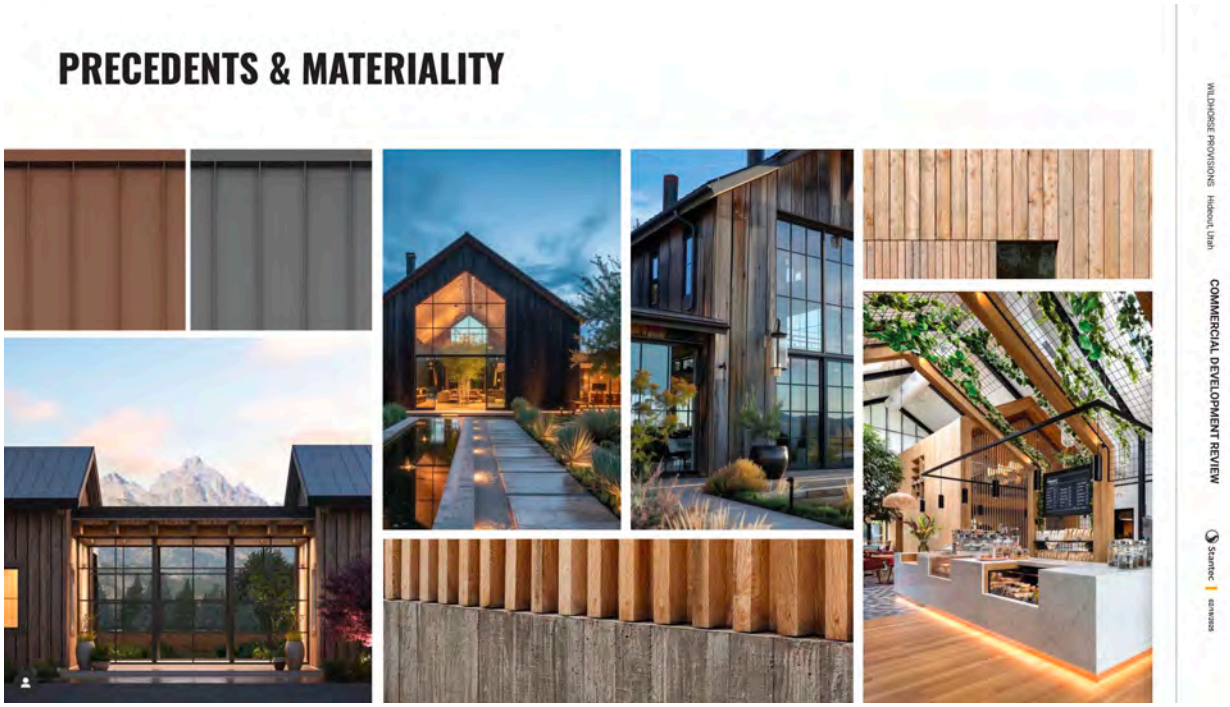


Exhibit F (cont.)

WILDHORSE

Retaining Wall Construction



Wildhorse Commercial – Landscaped Exposed Natural Rock



Precedent Imagery





Exhibit F (cont)

Examples of acceptable shotcrete for the exposed bedrock cuts.



Exhibit G

Development Component	Commencement	Completion
Infrastructure	Summer 2025	December 2025
Wildhorse Commercial	July 2025	September 2026
Wildhorse Villas	March 2026	April 2027
Wildhorse SF Residences	January 2026	April 2027 or until built out but not beyond the timeline noted in this MDA

- Any deviations from this Phasing Schedule greater than six months, must be approved by the Town Council. The Commercial development must be complete prior to the issuance of the 4th Certificate of Occupancy (CO) for any residential unit.

Exhibit H

Copy of Planning Commission Recommendation for Concept Plan and Rezoning – Conditions of Approval

Wildhorses Development

Concept Plan Review

Planning Commission Meeting (18 February 2025)

Conditions of Approval

Planning Conditions

1. Maximum Proposed Density: 8 SF lots

   Villas — Up to 5 lots
   + 1 Neighborhood Commercial Lot — +/-14,000 SF of commercial space (1.18 acres)

2. Condition #1 reflects the maximum density permitted per this Concept Plan review and approval, but the density may be decreased should some lots be determined unbuildable as more detailed site and geotechnical information is provided at the time of Subdivision review.

3. Parcels A, C, D, and E shall be deed restricted as non-disturbed open space on the plat.

4. Strict Limits of Disturbance (LOD) will be required on all lots and in the common and open space areas – these will be defined as areas where no slope change or vegetation disturbance or removal are allowed. These areas must be delineated on a site plan and must remain undisturbed throughout the construction process, and thereafter. No storage, temporarily or permanently, of topsoil or other may be in these areas.

5. All retaining walls must be reviewed and approved by the Town Planner to ensure compliance with the code in terms of materials, etc. with the understanding that some walls (identified on the site plan), as approved by the Planning Commission, may exceed the maximum height per the Hideout Municipal Code.

6. Any proposed stormwater infrastructure such as basins will be fully landscaped and screened.

7. The neighborhood mixed-use site shall be completed during the first one-third of the project's development.

8. Any excess soil that is cut from the site must be removed from the +/-15 acre development site.

9. The setbacks for the single-family lots shall be:
   a. Front: 15'
   b. Sides: 15'
   c. Rear: 20'

10. The proposed 20'-0" high retaining wall, approximately 150' long, must be screened with evergreen trees and approved by the Town Planner.

Engineering Conditions

11. This Concept Plan review was based on the limited ideas presented. This review is informal and non-binding. The feedback given here is for gross feasibility only. The Town Engineer reserves the right for full unfettered review of and comment on future submittals.

12. No Parking on one side of the street shall be designated on the plat.

13. Because the developer is choosing a private street in order to vary from the Town standard street width, the street and all utilities (storm drain, sewer, and drinking water) shall be master-metered and owned and maintained by the HOA.

14. All lots must be graded during construction of the project improvements such that all lots are buildable. The information presented is insufficient to comment on the impact to slopes steeper than 30 percent needed to make the proposed lots feasible.

15. There is insufficient information to comment on feasibility for drainage.

16. A discharge is proposed into the existing Klaim pond. The Klaim pond must be redesigned to receive the additional flow, and Klaim must grant permission to discharge into it.

17. Permits must be obtained from UDOT for discharges into their ROW.

18. Conceptually, the highest finished floor elevation is 6,828 for drinking water. Field verification by the Town of actual system performance is required.

Exhibit I

Copy of Town Council Resolution including the Findings of Fact, Conclusions of Law, and Conditions of Approval

FORTHCOMING

Exhibit J

- To be reviewed

Wildhorse Estates

Design Guidelines

3/5/2025

Master Development Agreement

*(see the full MDA attached after this page)

The MDA includes the following exceptions to the Town's Zoning Code:

- Reduced Minimum Setbacks for the single-family lots:
  - Front yard: 15'-0" (code requires 50'-0")
  - Rear yard: 20'-0" (code requires 30"-0")
  - Side yards (each): 15'-0" (code requires 25'-0")

- Reduced Minimum Setbacks for the residential villa (small single-family units) properties:
  - Front yard: 15'-0" (code requires 50'-0"))
  - Rear yard: 20'-0" (code requires 30"-0"))
  - Side yards (each): 10'-0" (code requires 25'-0")

- Retaining walls of up to a maximum of twelve (12) feet in height in the residential areas of the proposed development (code allows up to 10'-0").

- Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (code allows up to 10'-0").
  - *Top of Wall (TW) and Bottom of Wall (BW) to be included on plan exhibit*
  - *Location of all retaining walls needed – whether verti-block, natural stacked stone, or shotcrete for the exposed bedrock walls)*

Exhibit A
Master Development Agreement

(see the following pages)

DRAFT

DEVELOPMENT AGREEMENT
FOR
WILDHORSE PC MASTER PLANNED DEVELOPMENT
REFERENCED AS PARCEL NO. 00-0020-8164 IN THE TOWN OF HIDEOUT, WASATCH COUNTY, UTAH

This Development Agreement (this "Agreement") is entered into as of this _____ day of _____, 202__, by and between Grand Summit Pointe, LLC, a Delaware limited liability company ("Developer"), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Wildhorse PC, and the Town of Hideout, a Town and political subdivision of the State of Utah ("Hideout"), by and through its Town Council. Hideout and Developer are hereinafter collectively referred to as "Parties."

R E C I T A L S

A. Developer is the owner of a single parcel of certain real property located at _____, Hideout, Wasatch County, Utah, consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number(s) 00-0020-8164 with a legal description which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the concept plan attached hereto as Exhibit B and incorporated herein by reference (the "Property").

B. Hideout, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) and 10-9a-532, and (2) the Hideout Municipal Code (the "HMC"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement.

C. Hideout allows for Development Agreements under HMC Section 11.08.04 and the parties agree that this Agreement satisfies those requirements. Additionally, Utah State Code 10-9a-532 regulates Development Agreements and the parties agree that this Agreement satisfies the requirements of that section.

D. The Property is located in the Mountain Residential Zone ("M Zone") and the Developer is seeking a rezone of a portion of the property to Neighborhood Mixed Use ("NMU") Zone.

E. The Developer and Hideout acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty and be useful to the Developer and to Hideout in ongoing and future dealings and relations among the Parties.

F. Developer and Hideout desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

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G. Hideout has determined that the proposed development contains features which advance the policies goals and objectives of the Hideout General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of Hideout, and will result in planning and economic benefits to Hideout and its citizens.

H. The additional density requested as part of the development will cause impacts to the Town of Hideout.

I. Developer has previously received approval of its "Master Concept Plan" as shown by Exhibit B. This Master Concept Plan gives guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout. It does not vest any particular layout or density if the site does not support it.

J. Following a lawfully advertised public hearing, and a recommendation from the Planning Commission, Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

K. Developer shall have the vested right to develop a maximum of seven single-family lots and five villas on the Property in the layout demonstrated in Exhibits B and C plus approximately 15,000 (no less than 12,000 square feet and no more than 17,000 square feet) square feet of free-standing commercial development (the "Project"). The maximum density is based on the ability to comply with applicable standards, ordinances and regulations. No additional density will be permitted in the Project unless it is granted under an amendment to this Agreement. All such development shall comply with the HMC unless expressly stated otherwise herein. Final approval for the layout shall be determined by the Town Planner and Town Engineer, and this plan will be submitted for Preliminary and Final Subdivision review pursuant to the HMC.

L. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC as clarified or modified by this Agreement. Hideout has also found that the Project is consistent with the purpose and intent of all relevant provisions of the HMC and Utah Code.

M. This Agreement shall only be valid upon approval of such by the Hideout Council (the "Town Council"), pursuant to Resolution R-Click or tap here to enter text., a copy of which is attached as Exhibit E;

N. The Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its sole legislative discretion, approves a zone change for a portion of the Property currently zoned as Mountain (M) residential to a zone designated as Neighborhood Mixed Use (NMU). The HMC allows a maximum height of 45'-0" but given the residential context of the Wildhorse Development, the maximum height is reduced to 40'-0".

O. Under Ordinance 2025-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____ and adopted by the Town Council, a copy

DRAFT

of which is attached hereto as Exhibit F and incorporated herein by this reference (collectively referred to herein as the "**Rezone Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Project Conditions:

1.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.

1.2. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____ _____, 20__, attached hereto as Exhibit G, and (ii) Master Concept Plan Approval dated ___/___/20__, attached hereto as Exhibit B, together with related documents attached hereto, are hereby incorporated herein by reference (the "**Approval Documents**") and shall govern the development of the Project, subject to the provisions of the Development Agreement including the rights to construct the following subject to compliance with the HMC:

Property Type	**Unit Count (S.F./Units)**	**ERU Count**
Neighborhood Commercial (limited to the following uses: restaurant, bar, grocer, or market)	1,000 / 1	5.625 ERUs (.75 ERU per 2,000 SF) rounded up to 6 ERUs
Villas (detached)	3,000 SF ea. / 5	5 ERUs
Single-Family Lots	7 lots	7 ERUs
Total ERUs		12 Residential ERUs 6 Commercial ERUs

The density outlined above is a maximum density and not an entitled density allowance unless the site can support that density. The Town's development standards, including those contained in the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards required by the Town and adherence to these standards may cause a lower density if the site cannot meet those standards with the allotted density.

The project meets the requirements of Cluster Development pursuant to HMC Chapter 12.06 which allows for reduced lot sizes of less than 1 acre) for single family lots in the Mountain (M) residential zone (see Exhibit ___) and which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined.

Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Agreement and the HMC, as amended from time to time.

DRAFT

1.3. Governing Standards. The Concept Plan, the Approval Documents and this Agreement establish the conceptual layout and design for the Project, and include the generally anticipated uses, anticipated density, intensity and general configuration for the Project all of which are subject to final subdivision submittal and review where Town Code provisions may alter the Concept Plan or reduce the density. The Project shall be developed by the Developer in accordance with the Concept Plan, the Approval Documents and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Approval Documents and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town Planner, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way increase the maximum density, use and intensity of the development of the Project. Any change that increases the maximum density, use, and intensity of development is not precluded, however, it shall require prior approval of the Planning Commission and the Town Council.

1.3.1 Exceptions to the HMC. Hideout acknowledges that as part of this development agreement it is granting certain exceptions to the HMC, including:

A. Construction of seven single-family residential units (Lots 1 through 7), five smaller single-family villas (Lots 8 through 12) and a commercial building as well as a related residential access roadway (see Exhibit ___) on slopes up to 36% slope (exceeding the HMC allowance of 30%)
B. Reduced Minimum Setbacks for the single-family lots:
    - Front yard: 15'-0" (Code requires 50'-0")
    - Rear yard: 20'-0" (Code requires 30'-0")
    - Side yards (each): 15'-0" (Code requires 25'-0")
C. Reduced Minimum Setbacks for the residential villa properties in the Mountain (M) zone:
    - Front yard: 15'-0" (Code requires 50'-0")
    - Rear yard: 20'-0" (Code requires 30'-0")
    - Side yards (each): 10'-0" (Code requires 25'-0")
D. Retaining walls of up to a maximum of twelve (12) feet in height in the residential areas of the proposed development (see Exhibit ___): (Code allows up to 10'-0")
E. Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (see Exhibit ___): (Code allows up to 10'-0")

The above list is the complete list of exceptions. No other exceptions from the HMC are permitted without an amendment to this Agreement. This list controls over depictions in an Exhibit.

1.4. Utilities. Developer shall be responsible, at Developer's sole cost and expense, to obtain and/or install all connections and other utility infrastructure necessary for the Project. Nothing in this Section or any other provision of this Agreement shall be interpreted as prohibiting Developer from establishing a Public Infrastructure District ("PID") in accordance with applicable Utah Code and Town of Hideout ordinances and policies if and when such PID is approved by the Town Council. All utilities located under or adjacent to private roads are the responsibility of the homeowners or HOA. This includes installation, master metering, maintenance, etc.

DRAFT

1.5. Master Concept Plan. The Master Concept Plan (**Exhibit B**) is hereby incorporated by reference.

1.6. Architectural Guidelines. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit J, as permitted by Utah State Code Section 10-9a-534(3)(d), and incorporated herein by reference.

1.7. Public Trails. All trails in the land to be dedicated to the Town must be completed no later than December 31, 2026 or simultaneously with the commercial development. All trails must meet trail specifications in the Design Guidelines and Developer shall ensure perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of one or more homeowners' associations to which the maintenance responsibility will be allocated under duly recorded CC&Rs. Easements for public use of the trails if applicable shall be provided at time of subdivision approval for the phase of the development being approved.

1.8. Subdivision Requirements. Each of the following shall be entered into and approved by Hideout prior to the recordation of a Subdivision Plat: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; (e) a landscape plan and any additional materials required in accordance with the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas. Developer shall ensure no disruption to the natural vegetated state of the land indicated to remain undisturbed on Exhibit __E_. Any disturbance in the Town-permitted construction staging areas shall be fully restored to existing conditions once use of the construction staging area is complete.

1.9. Preservation of Native Vegetation and Slopes. The major portions of the Project shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed consistent with Exhibit E. All construction and grading shall be subject to review by the Town Engineer and Town Planner for massing, screening, slope stabilization, erosion mitigation, and vegetation protection as may be required and revisions to the layout may be required. No single lot shall have more than 66% of the lot area disturbed in any manner. This will be strictly enforced at time of individual building permit application and will be included as a note on the subdivision plat.

In light of the constraints of the property, Developer shall be allowed to construct retaining walls up to twelve (12) feet in height in the M zone as identified on the concept plan included as Exhibit ___ and as reflected in paragraph 1.3 above.

1.10. Limits of Disturbance. Building envelopes depicting the limitations of disturbance of land shall be defined at time of subdivision approval for each phase, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line. The LOD plan must be approved by the Town Planner and Town Engineer.

1.11. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

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1.11.1.Developer's Mitigation-of-Impact Contribution. In addition to the many other public contributions identified within this Agreement, and for the purpose of mitigating any impacts of the Project on Hideout, Developer shall construct trails on the site and trails that connect to nearby residential development as approved by the Town Planner and Town Engineer.

1.11.2. The developer agrees to construct the commercial building as outlined in Exhibit ____ and in accordance with the Phasing Schedule included in Exhibit ___.

1.12. Timeliness. Development applications shall be approved by the Hideout Municipal Code in accordance with Utah Code.

1.13. Town's Denial of a Development Application. If Hideout denies any Development Application, Hideout shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why Hideout believes that the Development application is not consistent with this Agreement, applicable law, the HMC, or Hideout's vested rights laws.

1.14. Meet and Confer Regarding Development Application Denials. Hideout and Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.

1.15. Denials Based on Denials from Non-Town Agencies. If Hideout's denial of a Development Application is based on the denial of the Development Application by a non-Hideout agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.16. Mediation of Development Application Denials.

1.16.1. Issues Subject to Mediation. Issues resulting from Hideout's denial of a Development Application shall be mediated by a third-party mediator in accordance with this Section.

1.16.2. Mediation Process. If Hideout and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator, free of conflicts, with subject matter knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

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1.16.3. No Monetary Damages. If there is any litigation related to denials of applications or interpretation of this Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.

1.17. Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils and environmental conditions on the Property. Furthermore, Developer shall be responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required by applicable federal law.

2. Approval and Reserved Legislative Powers.

2.1. Development Approval. Subject to the provisions of this Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Hideout. Hideout shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3rd party inspections/evaluations.

2.2. Roads. Roads in the Project shall be constructed to Town and County standards, however, it is anticipated at this time that the roads other than Woolf Road shall be public. The maintenance of these roads and any utilities located under or adjacent to them shall be the responsibility of the homeowner or the HOA. The extension of the existing Gray Woolf Road shall be renamed Wildhorse Drive, subject to review and approval by the County, in conjunction with the commercial development and improvement of that roadway will be dedicated to the Town subject to compliance with all engineering standards and as approved by the Town Engineer.

2.3. Reserved Legislative Powers. Developer acknowledges that Hideout is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Hideout all of its police power that cannot be so limited. Notwithstanding the power of Hideout to enact legislation under the police powers vested in Hideout, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in Hideout; and, unless Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except

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as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

2.4. **No Undisclosed Rights**. Developer acknowledges that this Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including the Town's approval of Ordinance _____, the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the "**Act**"), the Hideout Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

2.5. **Application Under Town's Future Laws**. Without waiving any density rights granted by this Agreement, when the Developer submits a Development Application for some or all of the Project such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application.

3. General Terms and Conditions.

3.1. Term of Agreement.

3.1.1. Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 2028 (see Exhibit _____). If Developer has not been declared to be currently in Default as of December 31, 2028 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2030.

3.1.2. This Agreement shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.

3.1.3. Failure of Developer to obtain a permit from the building department and commence work on the Project in connection with said permit within thirty-six (36) months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

3.2. **Binding Effect; Agreement to Run with the Land**. This Agreement shall be recorded against the Property and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or

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development of any portion of the Property.

3.3. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project as described in this Agreement, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018). The Town's laws at the time of approval (and as amended when so referenced herein) shall apply.

3.4. Water. At the time Developer submits an application for a subdivision plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that it has sufficient dedicated or reserved water with Jordanelle Special Service District ("JSSD") to service the existing and proposed development phase as reflected on the plat to be recorded. As a condition of approval of the plat, Developer shall, at the time of the recordation of the plat, provide a will-serve letter from JSSD and execute all necessary documents to transfer any water reservation agreement to the Town.

3.5. Public Infrastructure. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Public and private roadways, including utilities, and responsibility for, and maintenance of the same (including snow removal, etc.) shall be the responsibility of the private landowners and/or HOA. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase. Consistent with Section 1.4 of this Agreement, it is anticipated that Developer shall apply for a PID to facilitate the construction of the infrastructure contemplated by this section. Approval of such PID is not approved as part of this Agreement and must go through the process required for PIDs.

3.6. Assignment. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of Hideout as provided herein.

a. Notice. Developer shall give Notice to Hideout of any proposed assignment and provide such information regarding the proposed assignee that Hideout may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Hideout with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations

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which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. Hideout may withhold its consent if Hideout is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

3.7. No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties. The Parties acknowledge that this Agreement refers to a private development and that Hideout has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless Hideout has accepted the dedication of such improvements

3.8. Integration. This Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.9. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.10. Minor Administrative Modification. Minor administrative modifications to the Concept Plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the concept plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Master Concept Plan included in Exhibit B.

3.11. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement are necessary. Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted without an amendment to this document. The Concept Plan does not vest the Developer except as specifically stated in this Agreement.

3.12. No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

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3.13. Default.

3.13.1. Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a sub-developer, then the Town shall also provide a courtesy copy of the Notice to Developer.

3.13.2. Contents of the Notice of Default. The Notice of Default shall:

3.13.2.1. Specific Claim. Specify the claimed event of Default;

3.13.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement (including exhibits) under which the claimed Default has occurred;

3.13.2.3. Materiality. Identify why the Default is claimed to be material; and

3.13.2.4. Cure. If applicable, the Party shall propose a method and time for curing the Default which shall be of no less than sixty (60) days' duration.

3.13.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 1.16.

3.13.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

3.13.4.1. Law and Equity. All rights and remedies available at law and in equity, including injunctive relief , specific performance, and termination, but not including damages or attorney's fees.

3.13.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.13.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a sub-developer, development of those Parcels owned by the sub-developer until the Default has been cured.

3.13.4.4. The rights and remedies set forth herein shall be cumulative.

3.14. Applicable Law. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of

Utah's choice of law rules.

3.15. Venue. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City.

3.16. Non Liability of City Officials and Employees. No officer, representative, consultant, contractor, attorney, agent or employee of Hideout shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by Hideout, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.

3.17. Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

3.18. Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

3.19. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of Hideout, the signature of the Mayor of Hideout is affixed to this Agreement lawfully binding Hideout pursuant to Resolution No. _____ (Exhibit E) adopted by Hideout on _____, 20__

3.20. Indemnification.

3.20.1. Agreement. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against Hideout which are related to, or arise from the entry into this Agreement.

3.20.2. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities or other losses incurred by, or asserted against or levied against Hideout which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by Hideout.

3.21. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to the Town Attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

To Developer:
Hoggan Lee Hutchinson
Attn: Justin Keys
1225 Deer Valley Drive Suite 201

To the Town:
The Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail

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Park City, Utah 84060 Hideout, Utah 84036

4. Phasing; Access.

4.1. Project Phasing. The Project shall be constructed in phases in accordance with the Phasing Schedule (see Exhibit ____) and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town's Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.

4.2. Construction of Access. Developer may commence grading access to the Project as approved by the Town Engineer according to Town standards, and pursuant to permit requirements of the HMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.

4.3. Forms of Ownership Anticipated for Project. The Project will consist of several commercial buildings and related improvements, along with residential units consisting of single-family residences and nightly rental cabin or villa units. Those villa or cabin units shall comply with HMC provisions regulating nightly rentals, including in obtaining business licenses and paying transient room tax as applicable. Such nightly rentals shall be regulated through the approach homeowner's association and shall be governed by appropriate restrictive covenants recorded against the same.

5. List of Exhibits. ____ THESE EXHIBIT LETTERS NEED UPDATED IN BODY

Exhibit A: Legal Description
Exhibit B: Deed Restriction on Property Adjacent to SR248
Exhibit C: Letter of Agreement with KLAIM – Retaining Wall and EMS Access Over HOA Property
Exhibit D: Master Concept Plan
Exhibit E: Slope Map with Maximum Building Envelopes on Slope Map & Areas to Remain Undisturbed
Exhibit F: Conceptual Drainage and Utility Plan
Exhibit G: Conceptual Commercial Site Plan and Building Design
Exhibit H: Phasing Schedule
Exhibit I: Copy of Planning Commission Recommendation for Concept Plan and Rezoning
Exhibit J: Copy of Town Council Resolution including the Findings of Fact, Conclusions of Law, and Conditions of Approval
Exhibit K: Design and Architecture Guidelines

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IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 20__.

TOWN OF HIDEOUT

By: _____
Ralph Severini, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:
XXXX

a Utah limited liability company

By:_____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF _____)

On this ____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that s/he is a member/manager of XXXX, LLC, a Utah limited liability company_____

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

INCLUDE THE ALTA SURVEY

Parcel 1:
Beginning at a point South 89'33'19" West along the section line 1778.805 feet from the Northeast corner of Section 17,Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence South 0'03'56" East 877.49 feel; thence South 89'28'38" West 1112.25 feet; thence North 0"05'38" East 879.02 feet to the Section line, thence North 89" 33'19" East along said Section line 1109.80 feet to the point of beginning.
Subject to an access road described as follows:

Commencing at the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence along the North line of said Section 17, South 89"33'19" West a distance of 1778.805 feet, thence South 00'03'55" East a distance of 877 .49 feet; thence South 89'28'38" West a distance of 406.30 feet to the point of beginning; thence South 89"29'38" West a distance of 38.05 feet; thence North 38'29'21" West a distance of 489.78 feet; thence North 70" 51'31" East a distance of 31 .80 feet; thence South 38'29'21" East a distance of 502.66 feet to the point of true point of beginning.

Excepting therefrom the following.

Exception Parcel 1:
Those portions of the above-described property conveyed to the United States of America by Warranty Deed recorded December 8, '1987 as Entry No. 144365, in Book 196, at Page 262 of the official records, more particularly described as follows:

Beginning at the Southwest corner of said entire tract, which point is approximately 432.20 feet North 0"31'23" East (highway bearing) and 224.05 feet North 89'28'37" West (highway bearing) from the Southwest corner of said Lot 2; thence North 89'28'38" East (which equals highway bearing North 89"28'07" East) 492.51feet, more or less, along the South boundary line of said entire tract to a point 150.0 feet perpendicularly distant Northeasterly from the center line of said project; thence North 52"00'00" West 620.60 feet, more or less, to the West boundary line of said entire tract thence South 0"05'38" West (South 0"30'42'West highway bearing) 386.66 feet, more or less, along said West line to the point of beginning.

Exception Parcel 2:
Those portions of the above-described property conveyed to William B. Woolf by Warranty Deed recorded June 9, 1999 as Entry No.214947 in Book 427 al Page 134 of the official records, more particularly described as follows:

Beginning at a point that is South 89"33'19" West 2496.785 feet along the Section line from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence South 12"48'31" East 292.39feel: thence South 24'02'26" East 142.37 feet; thence South

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33"47'10" West 38.'17 feet; thence South 70'51'32" West 143.50 feet; thence South 89"33'19" West 358.65 feet; thence North 00"05'38" East 493.66 feet; thence North 89"33'19" East 391.81 feet to the point of beginning.

(Tax Serial No. 0Hl-0017 and Parcel No. 00-0020-8164)

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EXHIBIT "B"

DEED RESTRICTION ON PROPERTY ADJACENT TO SR248

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EXHIBIT "C"

LETTER OF AGREEMENT WITH KLAIM – RETAINING WALL AND EMS ACCESS OVER HOA PROPERTY

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EXHIBIT "D"

MASTER CONCEPT PLAN

TO INCLUDE THE NEWLY LOCATED VILLAS AS WELL

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EXHIBIT "E"

SLOPE MAP WITH MAXIMUM BUILDING ENVELOPES ON SLOPE MAP & AREAS TO REMAIN UNDISTURBED

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EXHIBIT "F"

CONCEPTUAL DRAINAGE AND UTILITY PLAN

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EXHIBIT "G"
CONCEPTUAL COMMERCIAL SITE PLAN AND BUILDING DESIGN

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EXHIBIT "H"
PHASING SCHEDULE

Development Component	Commencement	Completion
Infrastructure	Summer 2025	December 2025
Wildhorse Commercial	July 2025	September 2026
Wildhorse Villas	March 2026	April 2027
Wildhorse SF Residences	January 2026	April 2027 or until built-out but not beyond the timeline noted in this MDA

* Any deviations from this Phasing Schedule greater than six months, must be approved by the Town Council. The Commercial development must be complete prior to the issuance of the 4th Certificate of Occupancy (CO) for any residential unit.

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EXHIBIT "I"

COPY OF PLANNING COMMISSION RECOMMENDATION FOR REZONING

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EXHIBIT "J"

COPY OF TOWN COUNCIL RESOLUTION INCLUDING THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL

Gordon's Conditions to be included in the Resolution in Addition to the Conditions Imposed by the Planning Commission at time of Concept Plan

-This Concept Plan review was based on the limited ideas presented. This review is informal and non-binding. The feedback given here is for gross feasibility only. The Town Engineer reserves the right for full unfettered review of future submittals.

-No Parking on one side of the street shall be designated on the plat.

-Because the developer is choosing a private street in order to vary from the Town standard street width, the street and all utilities (storm drain, sewer, and drinking water) shall be master-metered and owned and maintained by the HOA.

-All lots must be graded during construction of the project improvements such that they are buildable. The information presented is insufficient to comment on the impact to slopes steeper than 30 percent needed to make the the proposed lots feasible.

- There is insufficient information to comment on feasibility for drainage.

- A discharge is proposed into the existing Klaim pond. The Klaim pond must be redesigned to receive the additional flow, and Klaim must grant permission to discharge into it.

- Permits must be obtained from UDOT for discharges into their ROW.

- Conceptually, the highest finished floor elevation is 6,828 for drinking water. Field verification by the Town of actual system performance is required.

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EXHIBIT "K"
DESIGN AND ARCHITECTURE GUIDELINES

TE REVIEWING IN A SEPARATE DOCUMENT

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HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

Town of Hideout
Planning Commission Meeting

May 28, 2025

RECOMMENDATION

Please find Exhibit 1 – "Conceptual Drainage and Utility Plan", which is the applicant's latest submittal. My comments on previous submittals have not been addressed. So, I redlined them again. Note that these comments are based on a concept plan and not final drawings.

I recommend that the Planning Commission require the following conditions on any action:

1. The applicant's engineer-of-record shall seal (stamp, date, sign) the slope map because it is a final document on which decisions are being made.
2. All streets meet current Town Standards.
3. Get permission from Klaim showing to connect to their street and drinking water system.
4. Resolve the boundary discrepancy with Klaim in the vicinity of the retaining wall at the entrance to Klaim.
5. Remove the power line through Lot 12 and install a power pole on the Woolf property at the end of Woolf Road.
6. Keep all Town utilities (water, sewer, storm drain) within the Town right-of-way.
7. Get permission from UDOT to discharge into their right-of-way.
8. Show how storm drainage can get from this project to the UDOT 54-inch pipeline.
9. Mitigate impacts downstream of UDOT's 54-inch pipeline, if any.
10. Show how the project storm drainage detention/retention system will be accessed for maintenance according to Town Standards.
11. Add these notes to the conceptual plans:
    a. The feasibility of lots is unknown where storm drainage detention and retention are employed. Lot feasibility will be determined at final design.
    b. Fire hydrant spacing shall be determined by Wasatch Fire District at final design.
    c. Where public storm water drains onto private property, an easement shall be granted to the Town establishing that the private property owner accepts the drainage as theirs and releases and indemnifies the Town from any potential liability associated with it.
    d. Town Code 10.08.18.D – "The Town Engineer shall determine the most appropriate engineering system and materials for retaining walls located within public right-of-way and those located outside public right-of-way that support a public road."

The Town is considering a new public street standard for smaller subdivisions. As of the time of this writing, there have been discussions with a steering committee which will probably result in ideas being presented to the Planning Commission in a future meeting. The applicant might want to consider waiting for those changes to make sure the plans meet the requirements of any changes.

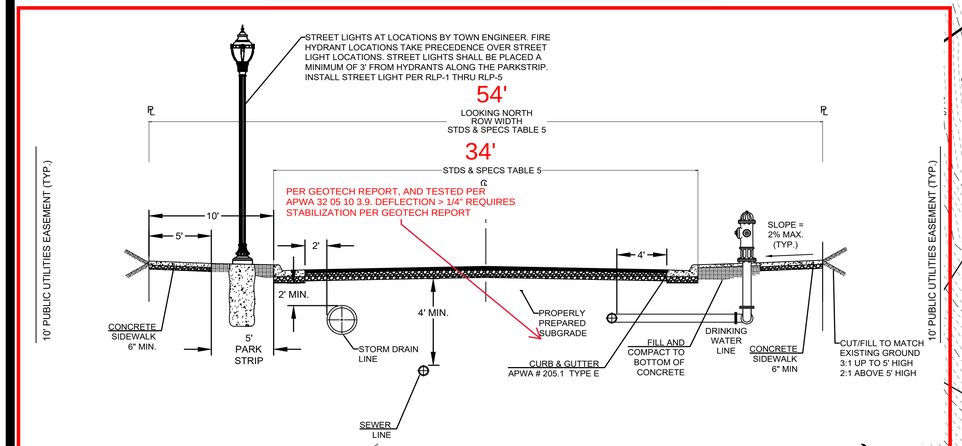
Respectfully,
HANSEN, ALLEN & LUCE, INC.

Gordon L. Miner, P.E.
Town Engineer
Exhibit 1 – Comments on Conceptual Drainage and Utility Plan

0 30 60 120 180
SCALE: 1"=60'

NORTH

The streets do not meet the public street standards. They must meet this standard:



Add these notes.

NOTES:

1. THE FEASIBILITY OF LOTS IS UNKNOWN WHERE STORM DRAINAGE DETENTION AND RETENTION ARE EMPLOYED. LOT FEASIBILITY WILL BE DETERMINED AT FINAL DESIGN.

2. FIRE HYDRANT SPACING SHALL BE DETERMINED BY WASATCH FIRE DISTRICT AT FINAL DESIGN.

3. WHERE PUBLIC STORM WATER DRAINS ONTO PRIVATE PROPERTY, AN EASEMENT SHALL BE GRANTED TO THE TOWN ESTABLISHING THAT THE PRIVATE PROPERTY OWNER ACCEPTS THE DRAINAGE AS THEIRS, AND RELEASES AND INDEMNIFIES THE TOWN FROM ANY POTENTIAL LIABILITY ASSOCIATED WITH IT.

4. TOWN CODE 10.08.18.D -- "THE TOWN ENGINEER SHALL DETERMINE THE MOST APPROPRIATE ENGINEERING SYSTEM AND MATERIALS FOR RETAINING WALLS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY AND THOSE LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY THAT SUPPORT A PUBLIC ROAD."

The depth of this cut will increase when the slope of the PUE is reduced. As shown, it is about 23 feet.

Provide max 3:1 grading for PUE.

This connection to Klaim's water main is a feasibility issue. Show that you have permission to make this connection.

Keep SD in ROW

This street connection to Klaim for emergency access is a feasibility issue. Show that you have permission to make this connection.

Install a power pole here to serve the Woolf property.

Keep SD in ROW

There is a boundary discrepancy here between Wildhorse and Klaim, which must be resolved with a boundary line agreement.

Remvoe this power line and serve the Woolf property from the new street.

This facility will be privately-owned/maintained. Show how it will be accessed for maintenance. It shall:

I. have a maintenance access road and ramp into the bottom of the pond. Maintenance access roads shall:
   i. be at least 15-feet wide.
   ii. have an all-weather surface, such as reinforced sod, traversable architectural rock, or other traversable pervious surface, with a punch bearing capacity of at least 40,000 pounds.
   iii. Have a maximum slope of 15 percent.
   iv. Have breakover angles pursuant to APWA Plan 225 for service truck access.
   v. Provide a jet truck work zone that: does not block a street lane, is not more that 7 feet from the front of the truck to the farthest inside wall of the box, and is not more than 15 feet from the side of the truck to the farthest inside wall of the box.

Show how you can get storm drainage from here to here.

Permission must be obtained from UDOT for drainage discharge into their ROW.

Mitigate for downstream constraints, if any.

EXISTING 54" STORM DRAIN PIPE

EXISTING 36" STORM DRAIN PIPE

EXISTING STORM DRAIN INLET CONNECTION

PROPOSED STORM DRAIN INLET (TYP)

PROPOSED STORM DRAIN PIPE (TYP)

WILDHORSE WAY

GRAY WOOLF ROAD

OPEN SPACE

LOT 1 LOT 2 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12

N69°33'19"E 717.96'
N24°02'26"W 142.37'
N33°47'10"E 38.17'
N70°51'32"E 143.50'
N89°33'19"E 357.96'
S52°27'12"W 624.94'
S69°18'19"W 615.43'
577.49'

HIDEOUT - WILDHORSE

MULHOLLAND DEVELOPMENT SOLUTIONS
kristian@mulholland-development.com
P.O. BOX 680925
PARK CITY, UTAH 84068
435.901.2940 (c)

CONCEPTUAL PRELIMINARY

DATE:	May 22, 2025
DESIGN BY:	KJM
DRAWN BY:	BRC
REVIEW BY:	
PROJECT NO:	HIDEOUT
ISSUE:	PRELIMINARY
REVISIONS:	

SHEET TITLE:
WILDHORSE CONCEPTUAL DRAINAGE & UTILITY PLAN

SHEET NUMBER:
SP-00

path: D:\MDS Dropbox\Projects\117. Hideout - Wildhorse\01. Design\
file name: Hideout Site Plan.dwg | plot date: May 22, 2025 | plotted by: Ron

File Attachments for Item:

3. Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.

DRAFT

DEVELOPMENT AGREEMENT
FOR
WILDHORSE PC MASTER PLANNED DEVELOPMENT
REFERENCED AS PARCEL NO. 00-0020-8164 IN THE TOWN OF HIDEOUT,
WASATCH COUNTY, UTAH

This Development Agreement (this "Agreement") is entered into as of this _____ day of _____, 202__, by and between Grand Summit Pointe, LLC, a Delaware limited liability company ("Developer"), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Wildhorse PC, and the Town of Hideout, a Town and political subdivision of the State of Utah ("Hideout"), by and through its Town Council. Hideout and Developer are hereinafter collectively referred to as "Parties."

R E C I T A L S

A. Developer is the owner of a single parcel of certain real property located at _____, Hideout, Wasatch County, Utah, consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number(s) 00-0020-8164 with a legal description which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the concept plan attached hereto as Exhibit B and incorporated herein by reference (the "Property").

B. Hideout, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) and 10-9a-532, and (2) the Hideout Municipal Code (the "HMC"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement.

C. Hideout allows for Development Agreements under HMC Section 11.08.04 and the parties agree that this Agreement satisfies those requirements. Additionally, Utah State Code 10-9a-532 regulates Development Agreements and the parties agree that this Agreement satisfies the requirements of that section.

D. The Property is located in the Mountain Residential Zone ("**M Zone**") and the Developer is seeking a rezone of a portion of the property to Neighborhood Mixed Use ("NMU") Zone.

E. The Developer and Hideout acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty and be useful to the Developer and to Hideout in ongoing and future dealings and relations among the Parties.

F. Developer and Hideout desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

G. Hideout has determined that the proposed development contains features which advance the policies goals and objectives of the Hideout General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of Hideout, and will result in planning and economic benefits to Hideout and its citizens.

H. The additional density requested as part of the development will cause impacts to the Town of Hideout.

I. Developer has previously received approval of its "Master Concept Plan" as shown by Exhibit B.

J. Following a lawfully advertised public hearing, and a recommendation from the Planning Commission, Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

K. Developer shall have the vested right to develop a maximum of seven single-family lots and five villas on the Property in the layout demonstrated in Exhibits B and C plus approximately 15,000 (no less than 12,000 square feet and no more than 17,000 square feet) square feet of free-standing commercial development ~~and _____ square feet of support commercial in the hotel~~ (the "**Project**"). The maximum density is based on the ability to comply with applicable standards, ordinances and regulations. No additional density will be permitted in the Project unless it is granted under an amendment to this Agreement. All such development shall comply with the HMC unless expressly stated otherwise herein. The concept plan shall still be required to submit for Preliminary and Final Subdivision review pursuant to the HMC.

L. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC as clarified or modified by this Agreement. Hideout has also found that the Project is consistent with the purpose and intent of all relevant provisions of the HMC and Utah Code.

M. This Agreement shall only be valid upon approval of such by the Hideout Council (the "Town Council"), pursuant to resolution R-Click or tap here to enter text., a copy of which is attached as Exhibit E;

N. The Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its sole legislative discretion, approves a zone change for a portion of the Property currently zoned as Mountain (M) residential to a zone designated as Neighborhood Mixed Use (NMU). The HMC allows a maximum height of 45'-0" but given the residential context of the Wildhorse Development, the maximum height is reduced to 40'-0".

O. Under Ordinance 2025-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____and adopted by the Town Council, a copy of which is attached hereto as Exhibit F and incorporated herein by this reference (collectively referred to herein as the "**Rezone Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Project Conditions:

1.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.

1.2. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____ _____, 20__, attached hereto as **Exhibit G**, and (ii) Master Concept Plan Approval dated ___/___/20__, attached hereto as **Exhibit B**, together with related documents attached hereto, are hereby incorporated herein by reference (the "**Approval Documents**") and shall govern the development of the Project, subject to the provisions of the Development Agreement including the rights to construct the following subject to compliance with the HMC:

Property Type	**Unit Count (S.F./Units)**	**ERU Count**
Neighborhood Commercial (limited to the following uses: restaurant, bar, grocer, or market)	1,000 / 1	5.625 ERUs (.75 ERU per 2,000 SF) rounded up to 6 ERUs
Villas (detached)	3,000 SF ea. / 5	5 ERUs
Single-Family Lots	7 lots	7 ERUs
Total ERUs		12 Residential ERUs 6 Commercial ERUs

The development includes reduced lot sizes (below the HMC requirements of 1 acre) for single family lots in the Mountain (M) residential zone in accordance with the Cluster Development provisions of the HMC (see Exhibit ___ which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined.

Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Agreement and the HMC, as amended from time to time.

1.3. Governing Standards. The Concept Plan, the Approval Documents and this Agreement establish the conceptual layout and design for the Project, and include the generally anticipated uses, anticipated density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Approval Documents and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Approval Documents and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town Planner, such as exact building locations,

exact locations of open space and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way increase the maximum density, use and intensity of the development of the Project. Any change that increases the maximum density, use, and intensity of development is not precluded, however, it shall require prior approval of the Planning Commission and the Town Council.

Hideout acknowledges that as part of this development agreement it is granting certain exceptions to the HMC, including:

- Construction of seven single-family residential units (Lots 1 through 7), five smaller single-family villas (Lots 8 through 12) and a commercial building as well as a related residential access roadway (see Exhibit ___).on slopes up to 36% slope (exceeding the HMC allowance of 30%)
- Reduced Minimum Setbacks for the single family lots:
    - Front yard: 15'-0" (code requires XX)
    - Rear yard: 20'-0" (code requires XX)
    - Side yards (each): 15'-0" (code requires XX)
- Reduced Minimum Setbacks for the residential villa properties in the ?? zone :
    - Front yard: 15'-0" (code requires XX)
    - Rear yard: 20'-0" (code requires XX)
    - Side yards (each): 10'-0" (code requires XX)
- Retaining walls of up to a maximum of twenty (20) feet in height in the residential areas of the proposed development (see Exhibit ___) (code requires XX).
- Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (see Exhibit ___). (code requires XX

The above list is the complete list of exceptions. No other exceptions from the HMC are permitted without an amendment to this Agreement. This list controls over depictions in an Exhibit.

1.4. Utilities. Developer shall be responsible, at Developer's sole cost and expense, to obtain and/or install all connections and other utility infrastructure necessary for the Project. Nothing in this Section or any other provision of this Agreement shall be interpreted as prohibiting Developer from establishing a Public Infrastructure District ("PID") in accordance with applicable Utah Code and Town of Hideout ordinances and policies if and when such PID is approved by the Town Council.

1.5. Master Concept Plan. The Master Concept Plan (**Exhibit B**) is hereby incorporated by reference.

1.6. Architectural Guidelines. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit G, as permitted by Utah State Code Section 10-9a-534(3)(d), and incorporated herein by reference.

1.7. Public Trails. To the extent applicable, as the phases of the project are completed, Developer shall construct a public trail system throughout the Project's commercial area providing

pedestrian and bike connectivity in substantial conformance with the trails depicted in each phase of the development. which meet trail specifications in the Design Guidelines Developer shall ensure perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of one or more homeowners' associations to which the maintenance responsibility will be allocated under duly recorded CC&Rs. Easements for public use of the trails if applicable shall be provided at time of subdivision approval for the phase of the development being approved.

1.8. Subdivision Requirements. Each of the following shall be entered into and approved by Hideout prior to the recordation of a Subdivision Plat: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a landscape plan. The construction mitigation plan shall identify any areas to be used as construction staging areas. Developer shall ensure no disruption to the natural vegetated state of the land indicated to remain undisturbed on Exhibit __E_. Any disturbance in the Town-permitted construction staging areas shall be fully restored to existing conditions once use of the construction staging area is complete.

1.9. Preservation of Native Vegetation and Slopes. The major portions of the Project shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed consistent with Exhibit E. All construction and grading shall be subject to review by the Town Engineer and Town Planner for massing, screening, slope stabilization, erosion mitigation, and vegetation protection as may be required and revisions to the layout may be required. No single residential lot shall have more than 66% of the surface area of the lot disturbed in any manner. This will be strictly enforced at time of individual building permit application.

In light of the constraints of the property, Developer shall be allowed to construct retaining walls up to twenty (20) feet in height in the M zone as identified on the concept plan included as Exhibit ___ and as reflected in paragraph 1.3 above..

1.10. Limits of Disturbance. Building envelopes depicting the limitations of disturbance of land shall be defined at time of subdivision approval for each phase, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line.

1.11. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

1.11.1. Developer's Mitigation-of-Impact Contribution. In addition to the many other public contributions identified within this Agreement, and for the purpose of mitigating any impacts of the Project on Hideout, Developer shall construct trails on the site and trails that connect to nearby residential development as approved by the Town Planner and Town Engineer.

1.11.2. The developer agrees to construct the commercial building as outlined in Exhibit ____ and in accordance with the Phasing Schedule included in Exhibit ___.

1.12. Timeliness. Development applications shall be approved by the Hideout Municipal

Code in accordance with Utah Code.

1.13. Town's Denial of a Development Application. If Hideout denies any Development Application, Hideout shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why Hideout believes that the Development application is not consistent with this Agreement, applicable law, the HMC, or Hideout's vested rights laws.

1.14. Meet and Confer Regarding Development Application Denials. Hideout and Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.

1.15. Denials Based on Denials from Non-Town Agencies. If Hideout's denial of a Development Application is based on the denial of the Development Application by a non-Hideout agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.16. Mediation of Development Application Denials.

1.16.1. Issues Subject to Mediation. Issues resulting from Hideout's denial of a Development Application shall be mediated by a third-party mediator in accordance with this Section.

1.16.2. Mediation Process. If Hideout and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator, free of conflicts, with subject matter knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

1.16.3. No Monetary Damages. If there is any litigation related to denials of applications or interpretation of this Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.

1.17. Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils and environmental conditions on the Property. Furthermore, Developer shall be responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required by applicable federal law.

2. Approval and Reserved Legislative Powers.

2.1. Development Approval. Subject to the provisions of this Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Hideout. Hideout shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3rd party inspections/evaluations.

2.2. Roads. Roads in the Project shall be constructed to Town and County standards.The extension of the existing Gray Woolf Road shall be renamed Wildhorse Way, subject to review and approval by the County, in conjunction with the commercial development and improvement of that roadway and that roadway will be dedicated to the Town.

2.3. Reserved Legislative Powers. Developer acknowledges that Hideout is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Hideout all of its police power that cannot be so limited. Notwithstanding the power of Hideout to enact legislation under the police powers vested in Hideout, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in Hideout; and, unless Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

2.4. No Undisclosed Rights. Developer acknowledges that this Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including the Town's approval of Ordinance _____, the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the "**Act**"), the Hideout Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town of Hideout

has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

2.5. Application Under Town's Future Laws. Without waiving any density rights granted by this Agreement, when the Developer submits a Development Application for some or all of the Project such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application.

3. General Terms and Conditions.

3.1. Term of Agreement.

3.1.1. Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 2030. If Developer has not been declared to be currently in Default as of December 31, 2030 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2032.

3.1.2. This Agreement shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.

3.1.3. Failure of Developer to obtain a permit from the building department and commence work on the Project in connection with said permit within thirty-six (36) months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

3.2. Binding Effect; Agreement to Run with the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project as described in this Agreement, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018). The Town's laws at the time of approval (and as amended when so referenced herein) shall apply.

3.4. Provision of Municipal Services. Except as otherwise provided in the Development Agreement, the Town of Hideout shall provide all Town services to the Project that it provides from time-to-time to other residents and properties within the Town including but not limited to police and other emergency services. The services shall be provided to the Project at the

same level of services, on the same terms, and at the same rates as provided to other residents and properties in the Town or applicable service district.

3.5. Water. At the time Developer submits an application for a subdivision plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that it has sufficient dedicated or reserved water with Jordanelle Special Service District ("JSSD") to service the existing and proposed development phase as reflected on the plat to be recorded. As a condition of approval of the plat, Developer shall, at the time of the recordation of the plat, provide a will-serve letter from JSSD and execute all necessary documents to transfer any water reservation agreement to the Town.

3.6. Public Infrastructure. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Public and private roadways and responsibility for, and maintenance of the same (including snow removal, etc.) shall be consistent with Exhibit F. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase. Consistent with Section 1.4 of this Agreement, it is anticipated that Developer shall apply for a PID to facilitate the construction of the infrastructure contemplated by this section. Approval of such PID is not approved as part of this Agreement and must go through the process required for PIDs.

3.7. Assignment. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of Hideout as provided herein.

a. Notice. Developer shall give Notice to Hideout of any proposed assignment and provide such information regarding the proposed assignee that Hideout may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Hideout with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. Hideout may withhold its consent if Hideout is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

3.8. No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties. The Parties acknowledge that this Agreement refers to a private development and that Hideout has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless Hideout has accepted the dedication of such improvements

3.9. Integration. This Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.11. Minor Administrative Modification. Minor administrative modifications to the Concept Plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the concept plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Master Concept Plan included in Exhibit B.

3.12. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement are necessary.

3.13. No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.14. Default.

3.14.1. Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a sub-developer, then the Town shall also provide a courtesy copy of the Notice to Developer.

3.14.2. Contents of the Notice of Default. The Notice of Default shall:

3.14.2.1. Specific Claim. Specify the claimed event of Default;

3.14.2.2. Applicable Provisions. Identify with particularity the provisions

of any applicable law, rule, regulation, or provision of this Agreement (including exhibits) under which the claimed Default has occurred;

3.14.2.3. Materiality. Identify why the Default is claimed to be material; and

3.14.2.4. Cure. If applicable, the Party shall propose a method and time for curing the Default which shall be of no less than sixty (60) days' duration.

3.14.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 1.16.

3.14.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

3.14.4.1. Law and Equity. All rights and remedies available at law and in equity, including injunctive relief , specific performance, and termination, but not including damages or attorney's fees.

3.14.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.14.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a sub-developer, development of those Parcels owned by the sub-developer until the Default has been cured.

3.14.4.4. The rights and remedies set forth herein shall be cumulative.

3.15. Applicable Law. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.16. Venue. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City.

3.17. Non Liability of City Officials and Employees. No officer, representative, consultant, contractor, attorney, agent or employee of Hideout shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by Hideout, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.

3.18. Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a

subsequent written amendment signed by all Parties.

3.19. Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

3.20. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of Hideout, the signature of the Mayor of Hideout is affixed to this Agreement lawfully binding Hideout pursuant to Resolution No. _____ (Exhibit E) adopted by Hideout on _____, 20__

3.21. Indemnification.

3.21.1. Agreement. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against Hideout which are related to, or arise from the entry into this Agreement.

3.21.2. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities or other losses incurred by, or asserted against or levied against Hideout which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by Hideout.

3.22. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to the Town Attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

To Developer:
Hoggan Lee Hutchinson
Attn: Justin Keys
1225 Deer Valley Drive Suite 201
Park City, Utah 84060

To the Town:
The Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail
Hideout, Utah 84036

4. Phasing; Access.

4.1. Project Phasing. The Project shall be constructed in phases in accordance with the Phasing Schedule (see Exhibit ____) and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town's Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.

4.2. **Construction of Access**. Developer may commence grading access to the Project as approved by the Town Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the HMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.

4.3. **Forms of Ownership Anticipated for Project**. The Project will consist of several commercial buildings and related improvements, along with residential units consisting of single family residences and nightly rental cabin or villa units. Those villa or cabin units shall comply with HMC provisions regulating nightly rentals, including in obtaining business licenses and paying transient room tax as applicable. Such nightly rentals shall be regulated through the approach homeowner's association and shall be governed by appropriate restrictive covenants recorded against the same.

5. List of Exhibits.

Exhibit A: Legal Description
Exhibit B: Deed Restriction on Property Adjacent to SR248
Exhibit C: Master Concept Plan
Exhibit D: Slope Map with Maximum Building Envelopes on Slope Map & Areas to Remain Undisturbed

Exhibit E: Conceptual Drainage and Utility Plan
Exhibit F: Conceptual Commercial Site Plan and Building Design
Exhibit G: Phasing Schedule
Exhibit H: Copy of Planning Commission Recommendation for Concept Plan and Rezoning
Exhibit I: Copy of Town Council Resolution including the Findings of Fact, Conclusions of Law, and Conditions of Approval
Exhibit J: Design and Architecture Guidelines

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 20__.

TOWN OF HIDEOUT

By: _____
Philip Rubin, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:
XXXX

a Utah limited liability company

By:_____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF _____)

On this ____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that s/he is a member/manager of XXXX, LLC, a Utah limited liability company_____

Notary Public

EXHIBIT ''A''

LEGAL DESCRIPTION

INCLUDE THE ALTA SURVEY

Parcel 1:
Beginning at a point South 89'33'19" West along the section line 1778.805 feet from the Northeast corner of Section 17,Township 2 South Range 5 East, Salt Lake Base and Meridian; and running thence South 0'03'56" East 877.49 feel; thence South 89'28'38" West 1112.25 feet; thence North 0''05'38" East 879.02 feet to the Section line, thence North 89" 33'19" East along said Section line 1109.80 feet to the point of beginning.
Subject to an access road described as follows:
Commencing at the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence along the North line of said Section 17, South 89''33'19" West a distance of 1778.805 feet, thence South 00'03'55" East a distance of 877 .49 feet; thence South 89'28'38" West a distance of 406.30 feet to the point of beginning; thence South 89''29'38" West a distance of 38.05 feet; thence North 38'29'21" West a distance of 489.78 feet; thence North 70" 51'31" East a distance of 31 .80 feet; thence South 38'29'21" East a distance of 502.66 feet to the point of true point of beginning.

Excepting therefrom the following.
Exception Parcel 1:
Those portions of the above described property conveyed to the United States of America by Warranty Deed recorded December 8, '1987 as Entry No. 144365, in Book 196, at Page262 of the official records, more particularly described as follows.
Beginning at the Southwest corner of said entire tract, which point is approximately 432.20 feet North 0''31'23" East (highway bearing) and 224.05 feet North 89'28'37" West (highway bearing) from the Southwest corner of said Lot 2; thence North 89'28'38" East (which equals highway bearing North 89''28'07" East) 492.51feet, more or less, along the South boundary line of said entire tract to a point 150.0 feet perpendicularly distant Northeasterly from the center line of said project; thence North 52''00'00" West 620.60 feet, more or less, to the West boundary line of said entire tract thence South 0''05'38" West (South 0''30'42'West highway bearing) 386.66 feet, more or less, along said West line to the point of beginning.

Exception Parcel2.
Those portions of the above described property conveyed to William B. Woolf by Warranty Deed recorded June 9, 1999 as Entry No.214947 in Book 427 al Page 134 of the official records, more particularly described as follows:
Beginning at a point that is South 89''33'19" West 2496.785 feet along the Section line from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; thence South 12''48'31" East 292.39feel: thence South 24'02'26" East 142.37 feet; thence South 33''47'10" West 38.'17 feet; thence South 70'51'32" West 143.50 feet; thence South 89''33'19" West 358.65 feet; thence North 00''05'38" East 493.66 feet; thence North 89''33'19" East 391.81 feet to the point of beginning.

(Tax Serial No. 0Hl-0017 and Parcel No. 00-0020-8164)

EXHIBIT “B”

DEED RESTRICTION ON PROPERTY

EXHIBIT "C"

MASTER CONCEPT PLAN

TO INCLUDE THE NEWLY LOCATED VILLAS AS WELL

EXHIBIT "D"

CONCEPT PLAN WITH BUILDING ENVELOPES ON SLOPE MAP & AREAS TO REMAIN UNDISTURBED

EXHIBIT “E”

COMMERCIAL BUILDING AND CONCEPT PLAN DOCUMENTS

EXHIBIT "F"
PHASING SCHEDULE

Development Component	Commencement	Completion
Infrastructure	July 2025	March 2026
Wildhorse Commercial	January 2026	April 2027
Wildhorse Villas	September 2026	April 2027
Wildhorse SF Residences	January 2026	April 2027 or until built out

EXHIBIT "G"

COPY OF PLANNING COMMISSION RECOMMENDATION FOR REZONING

EXHIBIT "H"

COPY OF TOWN COUNCIL RESOLUTION INCLUDING THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL

EXHIBIT "I"
DESIGN AND ARCHITECTURE GUIDELINES

TE REVIEWING IN A SEPARATE DOCUMENT

File Attachments for Item:

4. Discussion and possible recommendation to Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, and 00-0020-8184 (the “Elkhorn Springs” Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).

Elk Horn Springs Development Rezoning Request & MDA

Staff Report/Presentation

May 29, 2025

Planning Commission Meeting

Lot Configuration and Road Network



Proposed Density:		226 lots (units)
	SF	137 units
	TH	53 units
	Stacked	36 units
Development Area:		115 acres
Density	:	1.96 Units Per Acre
2 - 3 Commercial Pads		10,000-15,000 SF (footprint)

All Units are proposed as nightly rentals – resort development

Lot Configuration and Road Network

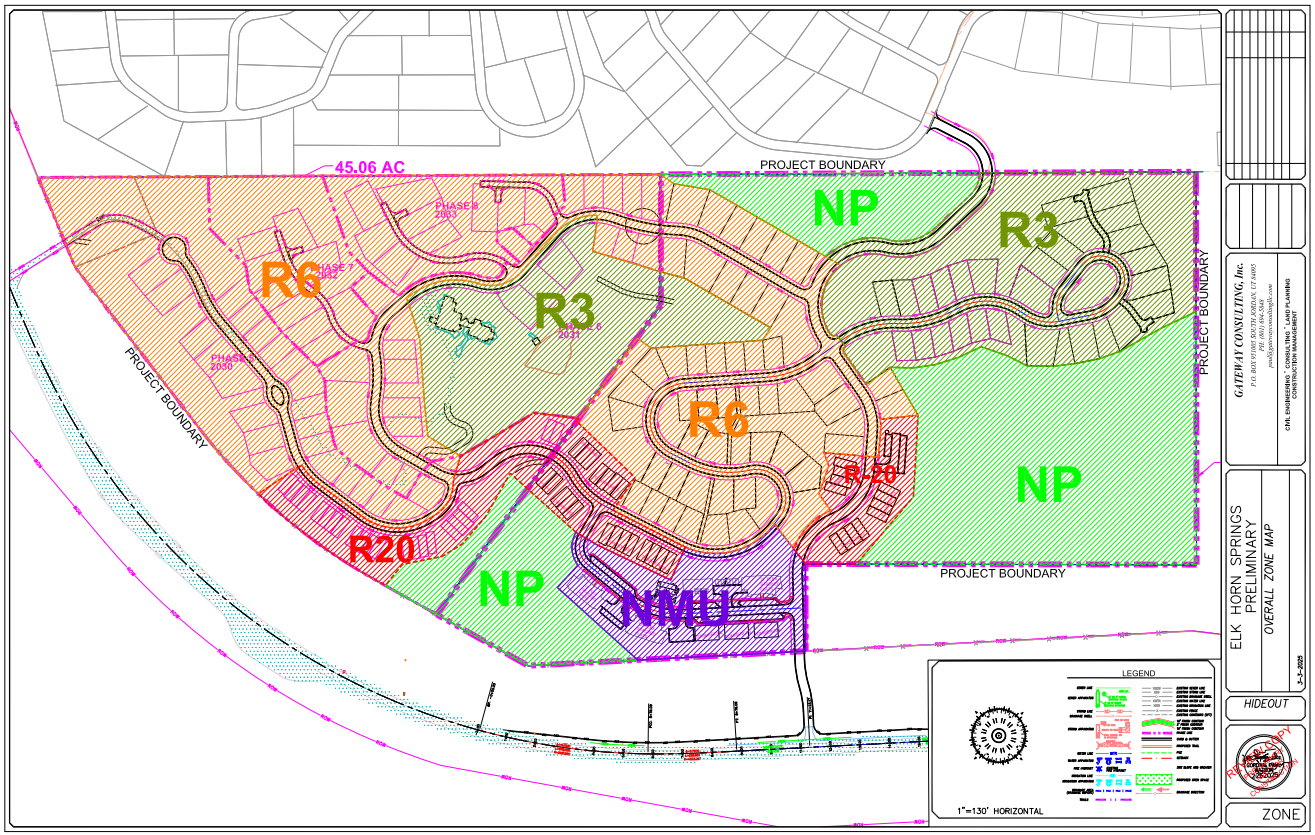
R3 – Up to 3 lots per acre

R6 – Up to 6 lots per acre

R20 – Up to 20 lots per acre

NMU – Up to 20 units per acre & Grocery, restaurant allowed (retail is a CUP; consider allowing per MDA)

NP – Natural Preservation, no buildings permitted



2019 General Plan

- When the Planning Commission considers a concept plan or rezoning request, any recommendation must be in compliance with the General Plan.
- The General Plan recommends preservation of viewsheds, the natural environment, and land development at intensities appropriate to the site and respectful of the natural environment. The Planning Commission should review the proposed CUP and cluster proposal for rezoning and determine whether it complies with the General Plan.



2.1 Vision Statement

Hideout, Utah is a community
that treasures both its residents and its environment.
As such, Hideout's vision is to:

preserve outstanding views

cultivate an inviting neighborhood atmosphere

build a connected community

2.1.1 To Preserve Outstanding Views,

All development will be intentionally designed around enhancing and accentuating the existing environment, recreational open space, and livability of the community.

2.1.2 To Cultivate an Inviting Neighborhood Atmosphere,

The intensity of land use will be managed to promote the design standards and environmental ideals laid out in the General Plan and other town documents.

2.1.3 To Build a Connected Community,

Public gathering spaces and appropriate commercial growth will be accessible by a variety of transportation options.

16

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4.5.1 Hideout's housing goals are to:

1. Create an inviting neighborhood atmosphere by implementing design standards to coordinate the aesthetic and cohesiveness of the built environment.

2. Encourage a balanced mix of housing types to provide desirable options for current and potential residents.

3.4.1 Hideout's land use goals are to:

1. Preserve the viewsheds, green space, and unique topography by updating and enforcing a zoning code that reflects Hideout's Community Vision.

2. Maintain the unique character of Hideout by managing intensity of land use and promoting a mix of residential and commercial uses appropriate for the community.

8.4.1 Hideout's environment goals are to:

1. Prioritize the protection of Hideout's stunning viewsheds and existing natural environment by limiting the negative impacts of development and mitigating potential natural hazards such as fire and manmade hazards such as pollution.

2. Organize community recycling efforts.

3. Encourage interaction with the natural beauty of Hideout by installing community-minded open spaces including parks and trails.

4. Promote conservation and preservation practices among Hideout residents to better protect the local environment.

5.4.1 Hideout's economic development goals are to:

1. Increase the livability of Hideout by encouraging appropriate commercial uses to serve resident needs.

2. Coordinate with local developers to enhance public gathering spaces and community connectivity.

3. Encourage commercial uses that are financially beneficial to the Town to improve resident quality of life and generate revenue to expand and maintain public infrastructure.

6.4.1 Hideout's transportation goals are to:

1. Connect the community through public pedestrian, bicyclist, and motor vehicle facilities.

2. Improve the quantity and quality of trails in the area.

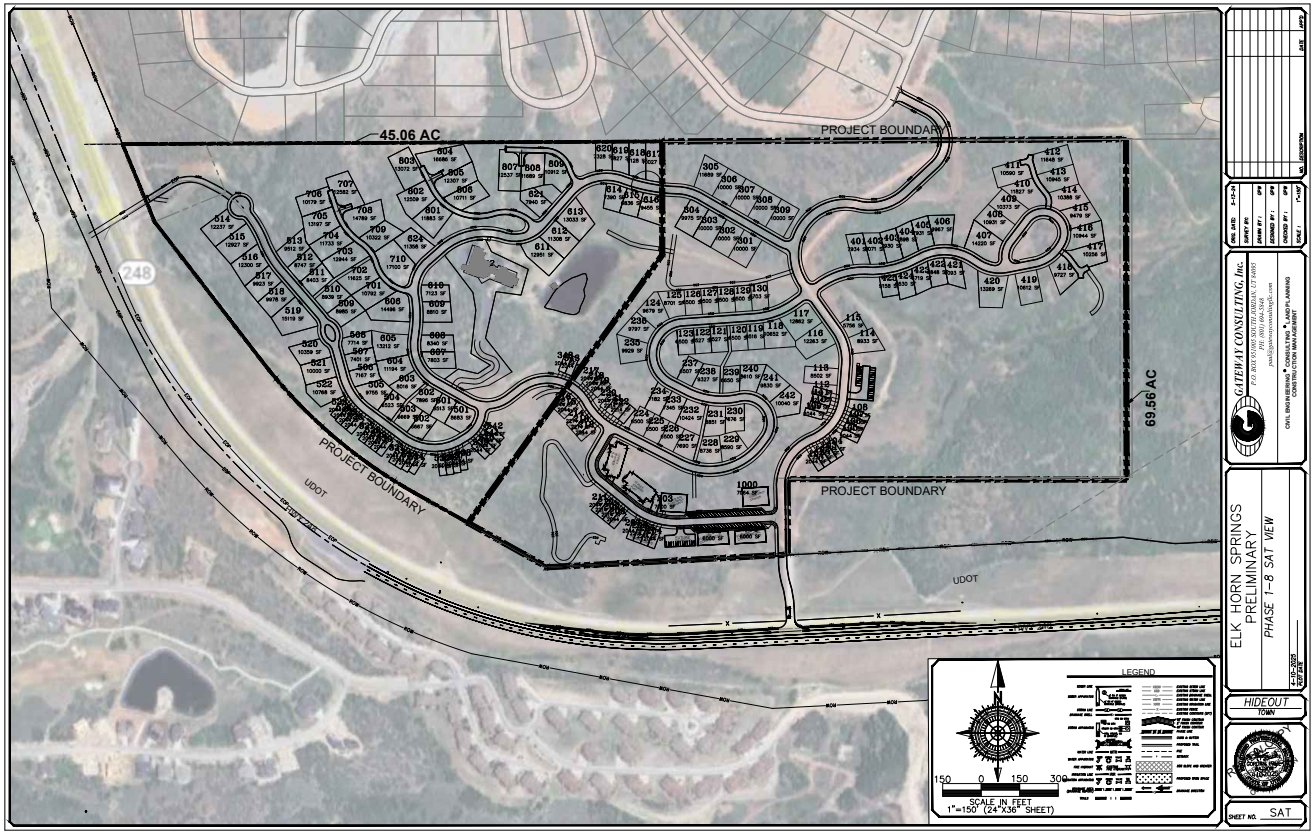
3. Increase the frequency of transit services to nearby cities.

4. Address user and wildlife safety concerns related to SR-248.

The Current Proposal for Elkhorn Springs

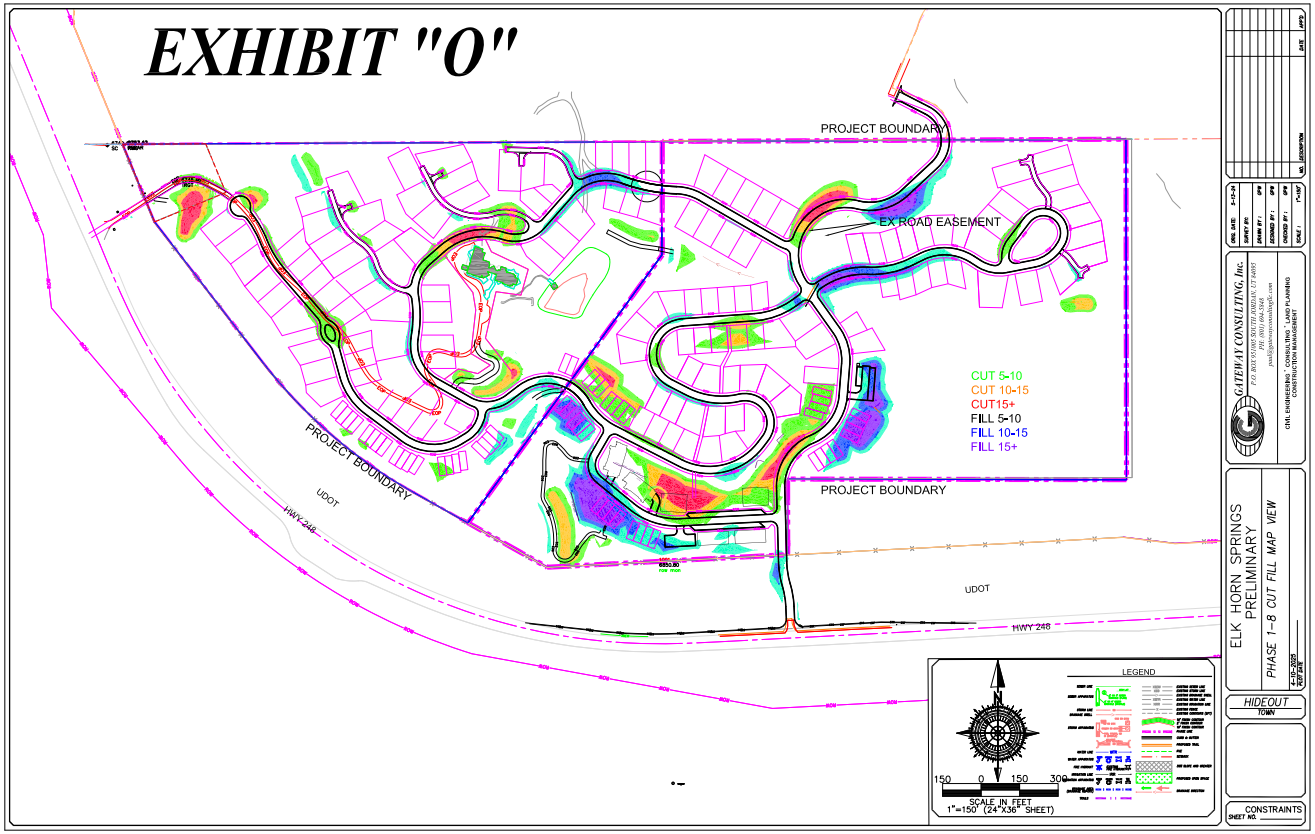
Lot Layout – Aerial

- 115 acres
- Single point of entry off SR248 w/ a second emergency ingress/egress off SR248 to the north



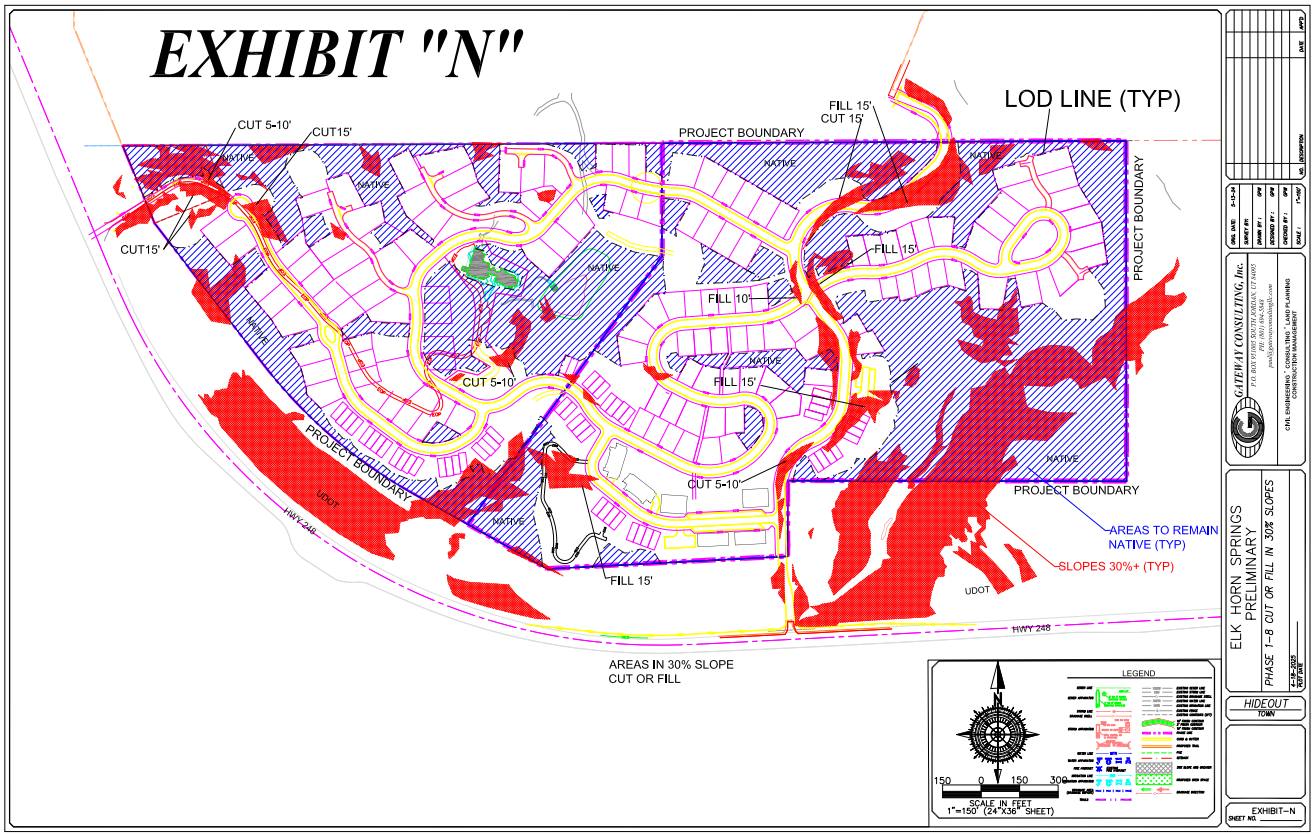
Cut and Fill

- A number of areas exceed 5'-0" of cut/fill
- All areas illustrated exceed code allowances



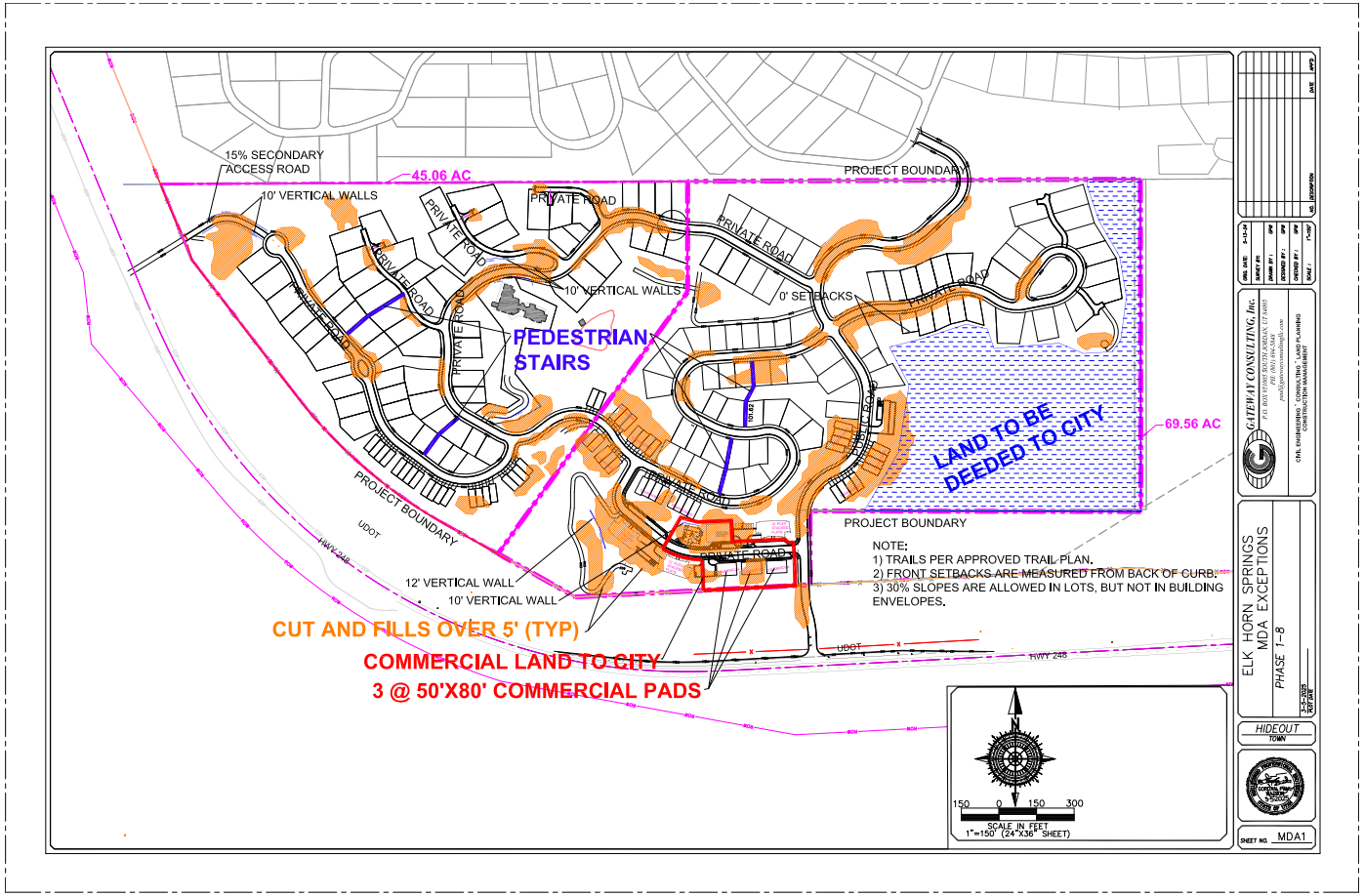
Steep Slopes

- Areas in red are greater than 30% slope
- Applicant to provide acres and percentage of each



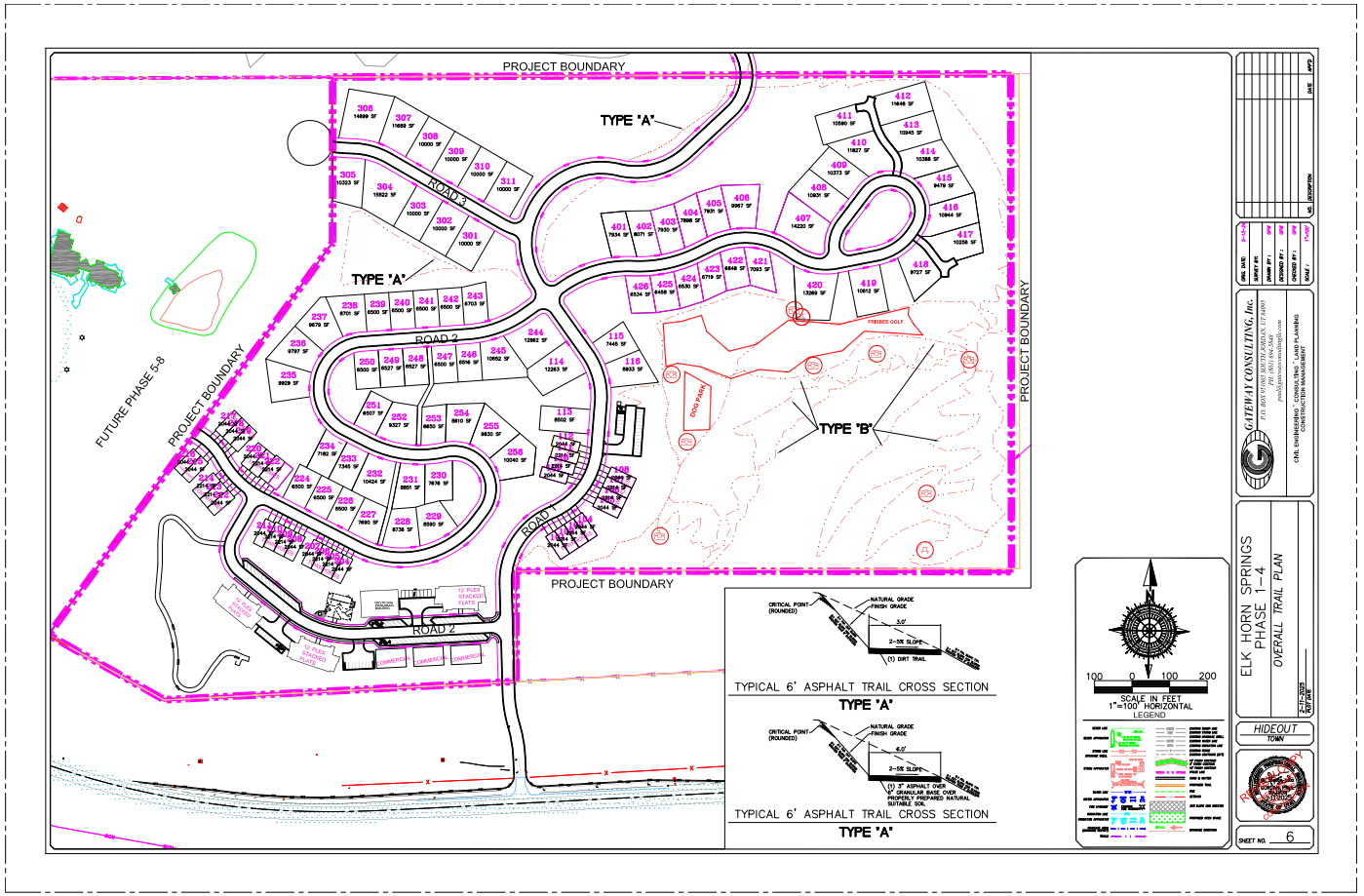
Land Dedication to Town

- +/- 15 acres
- Maintenance responsibility?
- Estimated costs associated with maintenance of community center, indoor pickleball courts, frisbee park, dog park, etc.



Trail Network & Frisbee Golf

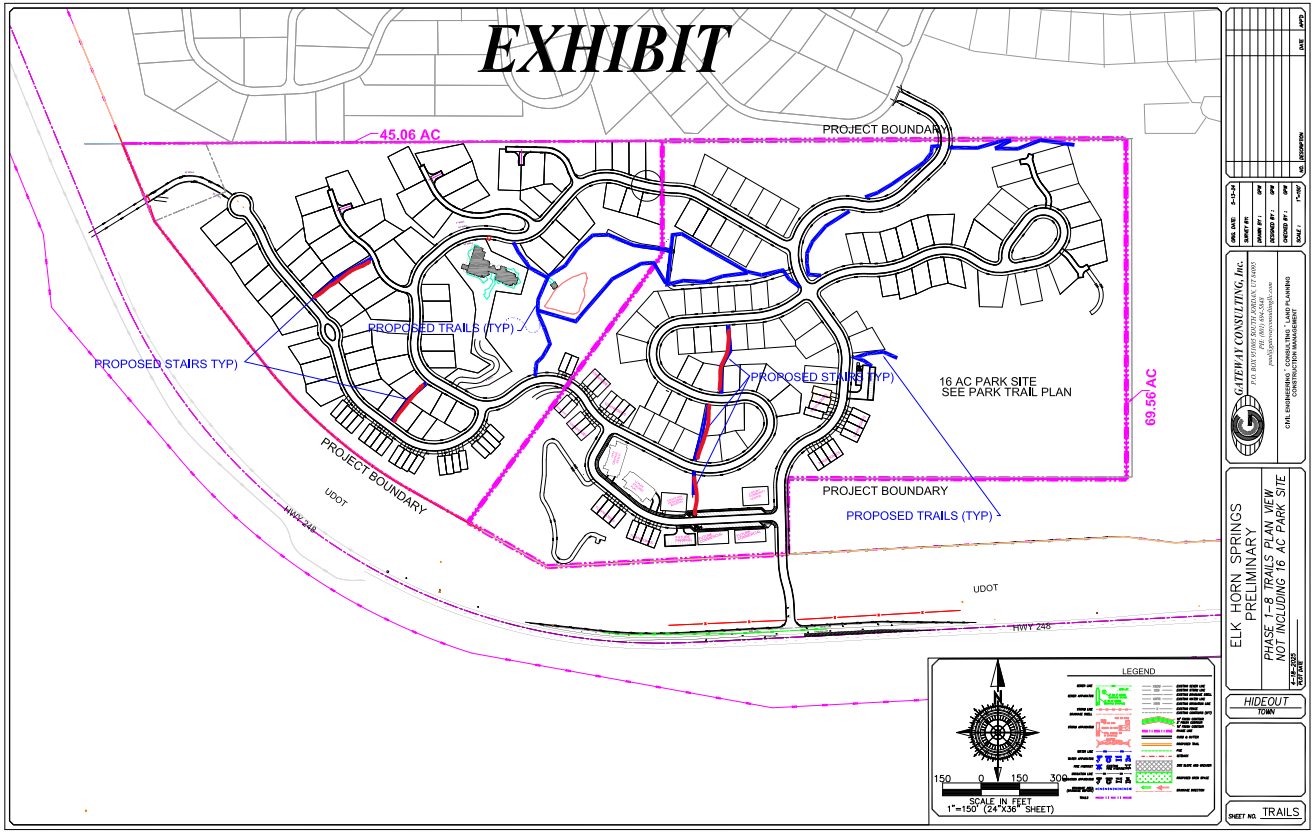
- Located in the wildlife corridor – may have to be moved from this area



Trails Within the Development

- These include the stairways similar to those in old town Park City (in red)
- The Developer should provide some type of walkways along the roads – CG (crushed granite) walking trails to keep pedestrians off the road

Exhibit Q



Proposed Housing Typology – Design Standards









Proposed Housing Typology – Stacked Flats







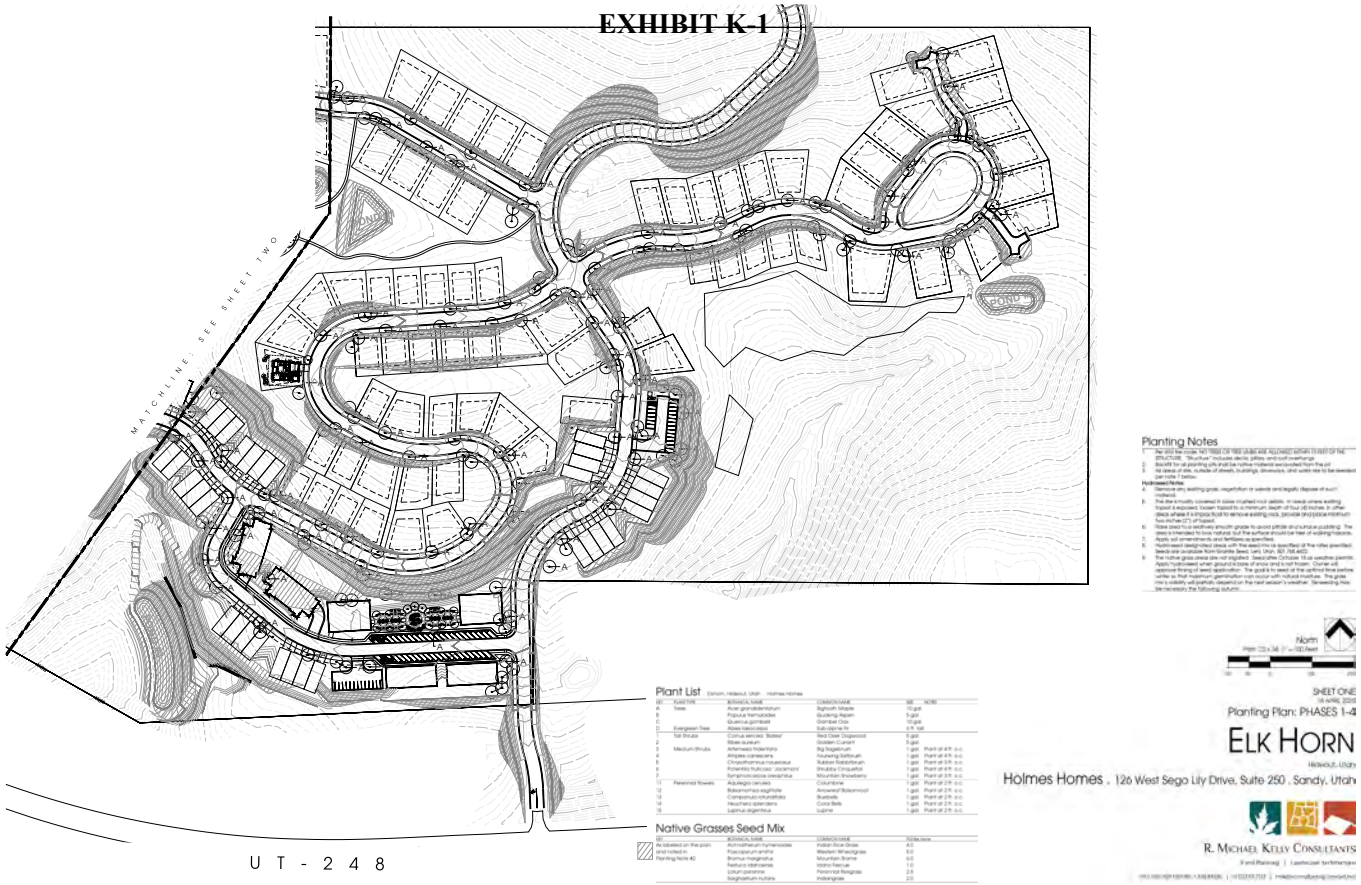
Proposed Slope Disturbance

- A proposed landscaping plan is required for all stormwater basins (circled in red). The proposed basin along SR248 will require significant screening. Profiles of the basins shall be provided for review.



Landscape Plan

- Additional landscaping necessary in the following areas in particular:
    - Around all stormwater basins
    - Along the roads where cut and fill are significant and leave scarring



Proposed Zone Map

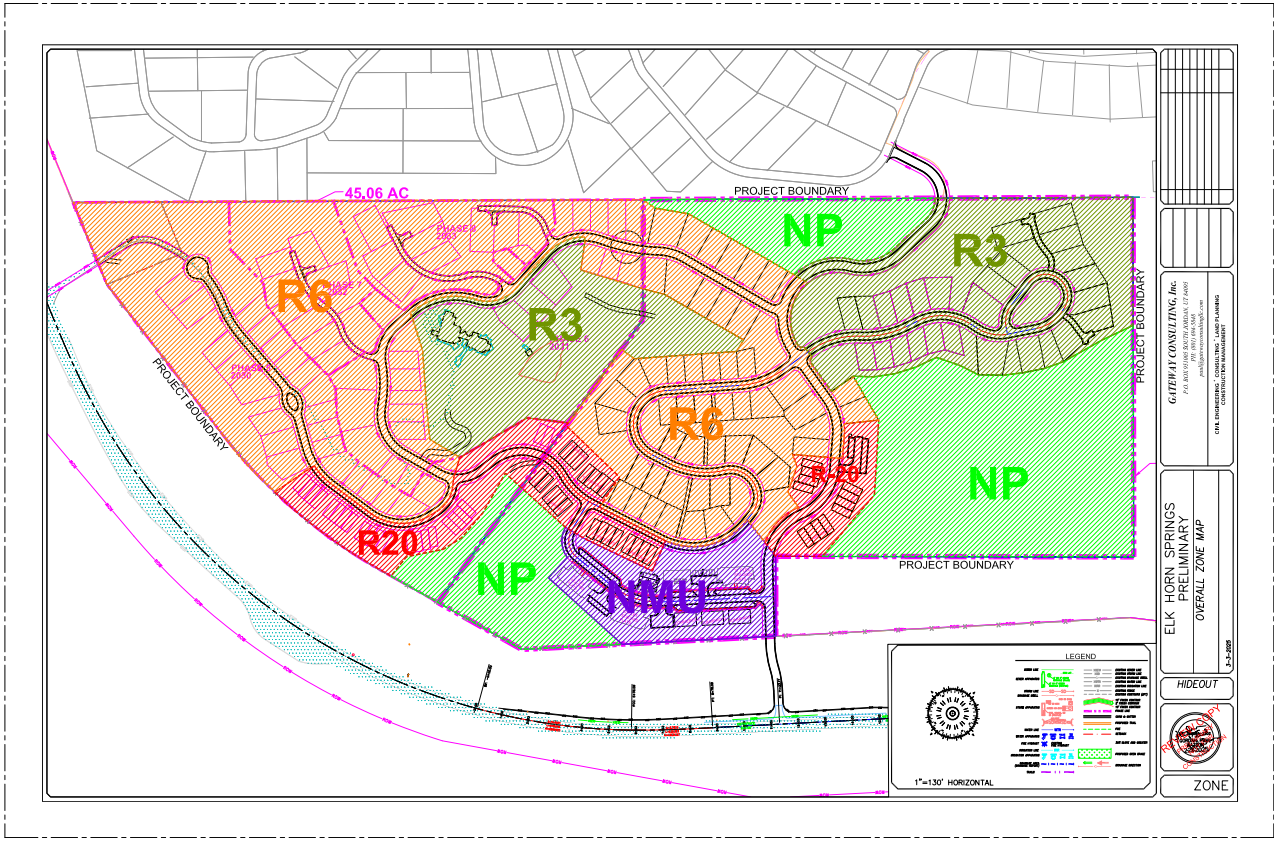
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R20 – Up to 20 lots per acre

NMU – Up to 20 units per acre
- Grocery, restaurant allowed (retail is a CUP; consider allowing per MDA)

NP – Natural Preservation, no buildings permitted



Waivers / Exceptions / Variances Requested per the MDA

- Sensitive Lands Ordinance (10.08.28):
  - Develop on slopes exceeding 30%
  - Exceed greater than 5' for cut/fill (greater than 15' in some cases)

- Public Space Amenities as Requirements for Development (10.08.34):
  - 3 acres per 100 units required (or approx. 6.25 acres for this project) – active ball fields, parks, gathering areas, seating, etc.
  - Community center, plaza, frisbee golf, and indoor pickleball in lieu of land area

- Retaining Walls:
  - Where retaining walls are limited to less than 10'-0" in height, the Applicant has identified six walls (some up to 150' in length) that will exceed this height (up to 12'-0" noted on plans, Applicant to confirm if greater)

- Short-term Rentals:
  - The entire 226 residential units are proposed to allow short-term rentals

- Lot sizes and Setbacks:
  - Some lots will have reduced setbacks, generally in the rear yard

2019 General Plan

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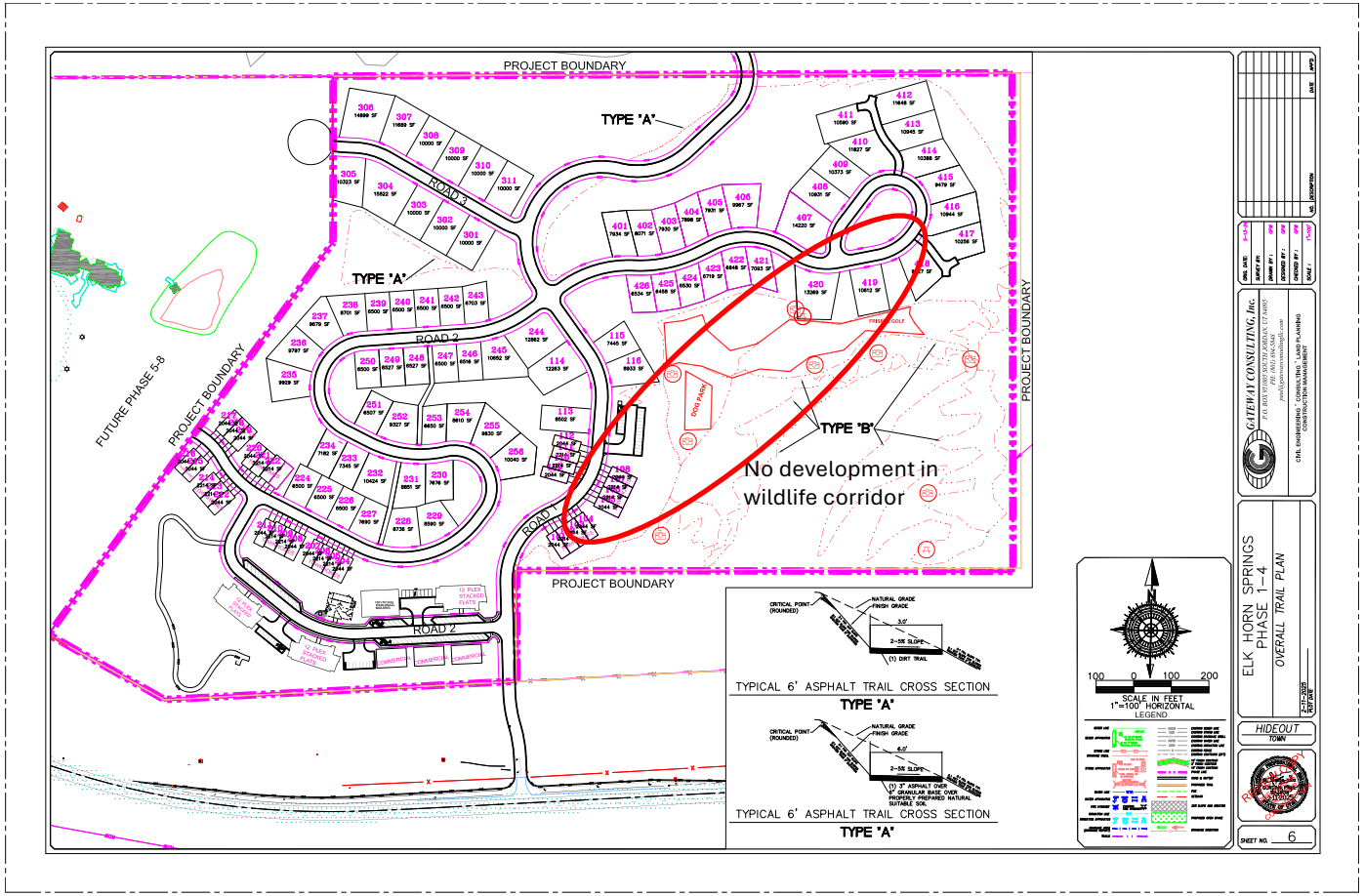
2. Improve the quantity and quality of trails in the area.

3. Increase the frequency of transit services to nearby cities.

4. Address user and wildlife safety concerns related to SR-248.

Revisions for PC Consideration

- Remove or reconfigure development on the east side of the main road.



Master Development Agreement (MDA)

Community Impact Analysis – Developer Obligations per Code

- **Community Center, Plaza, and Indoor Pickleball Courts**
  - Size, design, amenities, and phasing must be included in the MDA.
  - If this is for the use of all residents in Town and not the responsibility of the HOA, additional staffing will be required for management and maintenance.
  - The Applicant should provide an estimated annual cost to run the community center, pickleball courts and amenities so that the Town can assess and include in future budgeting.
- **Parks**
  - The development includes a dog park and frisbee golf park.
  - Final location and timing to be determined in coordination with UDOT and the wildlife corridor/drainage basin (Murdoch Hollow). The current location is within the wildlife corridor and must be moved into the development. Maintenance of these amenities will require financial resources in the Town's parks, trails, recreation line item.
  - The developer should provide an estimated annual cost for maintenance so that the Town can assess and include in future budgeting.

*** Per Public Space Amenities as Requirements for Development (10.08.34), 3 acres per 100 units are required (or approx. 6.25 acres for this project) – active ball fields, parks, gathering areas/centers, seating, etc. Trails are also a requirement of the Town's code.

Community Impact Analysis – Developer Obligations per Code

- **Land/Open Space Dedication**
  - The +/-15 acres must be legally defined and mapped for inclusion in the MDA.
  - Town staff are currently working with UDOT and the wildlife corridor plan development team – the dog park and frisbee golf (and some of the proposed trails) will likely have to be moved out of this area.
  - (Trail construction type, width, materials, and final locations to be reviewed by the Town Planner and Town Engineer. Details to be included in the MDA.)

***Per Town Zoning, 30% of the total development area is required to remain open space. This equates to +/- 34.5 acres. This can include areas with trails, but does NOT include: stormwater basins, ball fields, plazas, or similar. This must be undisturbed land.

Community Impact Analysis – Applicant's Proposed Offer to the Town for Rezone

Community Impact Analysis – Applicant's Proposed Offer to the Town for Rezone

- Economic Analysis
  - Estimated Annual Revenues in 2046 (full buildout and operations): +$317,000
    - Property Taxes: $165,000
    - Sales Taxes: $81,000
    - Transient Room Tax (TRT): $43,000
    - Energy Taxes $29,000
  - Estimated Annual Expenditures in 2046: -$198,000
    - General Government: $159,000
    - Public Safety: $18,000
    - Public Works: $23,000
  - **Total Annual Revenue minus Expenditures: +$119,000**
  - If commercial (sales tax) is removed: -$81,000
  - **Revised Total Annual Revenue (w/o Commercial Sales Taxes) +$38,000** → **If the Town did not rezone the property and it remained Mountain Zoning (+/- 75 units), the estimated annual revenue for the Town is $34,000 in 2046*

* From Rob Sant's Financial Analysis (synopsis of his spreadsheets)

Community Impact Analysis – Applicant's Proposed Offer to the Town for Rezone

- **Commercial Buildings and Land**
  - Initially three commercial building pads (5,0000 SF footprint) to be constructed before buildout.
  - This was revised to two 5,000 SF building pad sites (cost of almost $5mn to developer)
  - Recent discussion has further reduced this offer to dedication of land (3 – 5 acres) to the Town and/or a temporary commercial structure that is relatively mobile (+/-$300k) that could be donated to the Town. The PC recommended, at the March PC meeting, that the developer build the commercial development, to Town Design Standards, as part of their developer obligations.
  - A detailed, and final, proposal must be clearly defined for inclusion in the MDA. The PC may require a 3D model of this area to see how it fits into the slopes.

- **Alternative for consideration**
  - Reduction of density in/near wildlife corridor (a few units might be able to be recovered in the neighborhood center area)
  - 3 – 5 acres of land in the area around the community center to be dedicated to the Town
  - This area could be used as a prototype temporary commercial area with the Developer investing +/-$500,000 for temporary facilities (dedicated to the Town)
  - In lieu of the Town requiring commercial development at a cost of almost $5mn for the Developer:
    - The Developer offers the Town $2mn to help cover the costs of moving the Public Works facility to the site next to the proposed fire station to allow Ross Creek to develop as a neighborhood commercial district
    - This does not negate the future staff costs (likely 1 – 3 people) needed to operate the Town-owned community center, pickleball courts, trails, frisbee golf, dog park, etc. A monetary donation to cover these costs alone for just ten years would be be close to another $2mn.


Phoodery (Phoenix OR)

Community Impact Mitigation Proposal by Applicant

- **Town Entry Sign**
  - Commitment to fabricate and place a sign on the south end of Town (where the existing wooden sign is located just south of the entry road to Golden Eagle). This sign will match the sign committed by the Developer on the north side of Town that was part of the Deer Springs MDA. The final design of both signs must be presented to the PC and TC for approval before fabrication and installation.
  - +/-$75,000



PLATINUM SQUARES

Community Impact Mitigation Proposal by Applicant

- **Alta Survey, Topographical Assessment and Design Engineering for Spine Trail**
  - Payment totaling $750,000 - $950,000 (TBD) to pay for the survey and design of the trail system for a 10’-0” asphalt trail extending from Kamas to Park City Heights along SR248.



Direction Requested

DRAFT

DEVELOPMENT AGREEMENT
FOR THE ELKHORN DEVELOPMENT
LOCATED AT OR ABOUT 1220 E. STATE ROAD 248,
HIDEOUT, WASATCH COUNTY, UTAH

This Development Agreement (this "**Agreement**") is entered into as of this _____ day of _____, 2025, by and between Holmes Elkhorn, LLC, a Utah limited liability company ("**Developer**"), and the Town of Hideout, a Town and political subdivision of the State of Utah ("**Hideout**"), by and through its Town Council. Hideout and Developer are hereinafter collectively referred to as "Parties."

R E C I T A L S

A. Developer will hereafter acquire, and be developing, four parcels of certain real property located at or about 1220 E. State Road 248, Hideout, Wasatch County, Utah, consisting of approximately 114.62 acres, and identified as Assessor's Parcel Number(s) 00-0020-8182, 00-0020-8184, 00-0020-8181 and 00-0020-8185, the legal descriptions of which are attached hereto as **Exhibit A**, and incorporated herein by this reference, and which real property is depicted on the Concept Plan attached hereto as **Exhibit B** and incorporated herein by reference, excluding the approximately _____ (___) acres outlined in black in **Exhibit C** (the "**Property**")..

B. Hideout, acting pursuant to (1) its authority under Utah Code Annotated Sections 10-9a-102(2) and 10-9a-532, and (2) the Hideout Municipal Code (the "**HMC**"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property and, in exercise of its legislative discretion, has elected to enter into this Agreement; and

C. Hideout allows for Development Agreements under Hideout Municipal Code ("**HMC**") Section 11.08.04 and the Parties agree that this Agreement satisfies those requirements. Additionally, Utah Code Annotated Section 10-9a-532 regulates Development Agreements and the Parties agree that this Agreement satisfies the requirements of that section.

D. The Property is located in the Mountain Zone ("**M**") (residential) and the Developer is seeking a rezone of the property to a combination of: Neighborhood Mixed Use ("**NMU**"); Residential Twenty ("**R-20**"); Residential Six ("**R-6**"); and/or Residential Three ("**R-3**"). Small-scale retail, restaurants, brewpubs, shall be allowed uses in the Neighborhood Mixed Use ("NMU") zone.

E. The Developer and Hideout acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to Hideout in ongoing and future dealings and relations among the Parties.

F. Developer and Hideout desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

G. Hideout has determined that the proposed development contains features which

Commented [TE1]: The exhibit labels are all out of order and/or have the wrong letter associated with the exhibit as currently listed in the document and will be updated.

Commented [TE2]: If you are acquiring the parcels after this goes through Council, we will need the owners to sign off/be party to the agreement as well.

advance the policies, goals and objectives of the Hideout General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of Hideout, and will result in planning and economic benefits to Hideout and its citizens; and

H. The additional density requested as part of the development will cause impacts to the Town of Hideout that will require mitigating measures on the part of the Developer.

I. Developer has prepared a "**Concept Plan**" as shown by **Exhibit B.** This Concept Plan gives guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout. It does not vest any particular layout or density

J. Following a lawfully advertised public hearing, and a recommendation from the Planning Commission, Hideout, acting pursuant to its authority under Utah Code Annotated Sections 10-9a-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement

K. Developer shall have the vested right to develop a maximum of 226 residential dwelling units and Single Family Lots (X ERUs), on the Property in the mix and configuration demonstrated in Exhibits B, plus 15,000 square feet of retail/ commercial space, as demonstrated in Exhibit B, (the "**Concept Plan**"). The maximum density is based on the ability to comply with applicable standards, ordinances and regulations No additional density will be permitted in the Project, except to the extent granted under an amendment to this Agreement. All such development shall comply with the current HMC, unless expressly stated otherwise herein.

Commented [TE3]: TE to determine once units are finalized/determined by PC

i. Maximum Proposed Density: 226 lots (units)

Single-family	137 units
Townhouses	53 units
Stacked Flats	36 units

***Is the existing Salzman house included in these counts?

Commented [TE4]: Applicant to confirm.

L. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC as clarified or modified by this Agreement. Hideout has also found that the Project is consistent with the purpose and intent of all relevant provisions of the HMC and Utah Code.

M. This Agreement shall only be valid upon approval of such by the Hideout Council (the "Town Council"), pursuant to resolution R-_____, a copy of which is attached as **Exhibit D**;

N. The Developer acknowledges that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its

sole legislative discretion, approves a zone change for the Property (currently zoned as Mountain Residential), to a combination of: Neighborhood Mixed Use ("NMU"); Residential Six ("R-6"); and/or Residential Three ("R-3").

O. Under Ordinance 2025-O- ___, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____, and adopted by the Town Council, a copy of which is attached hereto as **Exhibit E** and incorporated herein by this reference (collectively referred to herein as the "**Rezone Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Project Conditions:

1.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.

1.2. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____, 2025, attached hereto as **Exhibit E**, and (ii) Concept Plan , attached hereto as **Exhibit B**, together with related documents attached thereto, are hereby incorporated herein by reference (the "**Approval Documents**") and shall govern the development of the Project, subject to the provisions of the Development Agreement including the vested rights to construct the following:

Property Type	**Maximum Unit Count (S.F./Units)**	**ERU Count**
Commercial	3 lots (15,000 square feet total)	
Townhomes	53	
Single-Family Lots	153	
Stacked Flats	36	

Commented [TE5]: TE to determine at the very end of the review process.

The density outlined above is a maximum density and not an entitled density allowance. The Town's development standards, including those contained in the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards expected by the Town and adherence to these standards may result in the loss of density as defined in this MDA.

Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Agreement and the HMC, as amended from time to time.

~~*1.1.*~~ **1.3 Governing Standards.** The Concept Plan, the Approval Documents and this

Agreement establish the conceptual layout and design for the Project, and include the generally anticipated uses, anticipated maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Approval Documents, Hideout Town Ordinances, Standards and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Approval Documents and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town Planner, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way increase the maximum density, use and intensity of the development of the Project . Any change that increases the maximum density, use, and intensity of development is not precluded, however, it shall require prior approval of the Planning Commission and the Town Council.

1.3.1 EXCEPTIONS, WAIVERS, VARIANCES

Hideout acknowledges that in approving this development it is granting certain exceptions to the HMC, including:

- Retaining Walls – description and site plan (Exhibit ___) illustrating compliant walls less than 10'-0" and noncompliant walls greater than 10'-0" and how much the walls exceed the requirements and how many.
- Sensitive Lands - Slopes – description and site plan (Exhibit ___) where slopes greater than 30% are disturbed.
- Sensitive Lands- Cut and fill - description and site plan (Exhibit ___) where contours will be changed by more than 5'-0" and how much they exceed 5-0".
- Roads - description and site plan (Exhibit ___) greater than 10% grade with the road grade stated.
- Other? To be added…if needed…Open space percentages? Other?

Commented [TE6]: TO BE FINALIZED AND NUMBERED

~~*1.2.*~~ **1.4 Utilities**. Developer shall be responsible, at Developer's sole cost and expense, to obtain and/or install all connections and other utility infrastructure necessary for the Project. All utilities located under or adjacent to private roads are the responsibility of the homeowners or HOA. This includes installation, master metering, maintenance, etc

~~*1.3.*~~ **1.5 Concept Plan**. The Concept Plan (**Exhibit B**) is hereby incorporated by reference.

~~*1.4.*~~ **1.6 Design and Architectural Guidelines**. All development in the Project will be consistent with the Architectural Guidelines included as **Exhibit F**, as permitted by Utah Code Annotated Section 10-9a-534(3)(d), and incorporated herein by reference.

~~1.5.~~1.1. **Public Trails**. As the phases of the project are completed, Developer shall construct a public trail system throughout the Project in substantial conformance with the trails depicted in each phase of the Concept Plan and which meet trail specifications in the Town Code. The trails located in the 15 acres of open space on the east side of the development area must be completed no later than December 31, 2027. Developer shall ensure perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of one or more homeowners' associations to which the maintenance responsibility will be allocated under duly recorded CC&Rs. Easements for public use of the trails shall be provided at time of subdivision approval for the phase of the development being approved.

Commented [TE7]: PUBLIC LAND vs. PRIVATE to be resolved.

~~1.6.~~1.2. **Subdivision Requirements**. Each of the following shall be entered into and approved by Hideout prior to the recordation of a Subdivision Plat: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; (e) a landscape plan and all requirements pursuant to the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas all of which must be approved by the Town Planner and Town Engineer. No construction staging area shall be located on land designated as Non Disturbed Land as illustrated in Exhibit ___. In approved staging areas, the developer shall minimize any disruption to the natural vegetated state of the land in such construction staging areas and shall restore any disturbed land once use of the construction staging area is complete. The Developer proposes to keep all "cut and fill" on site and outside of the land dedicated as Non Disturbed Land in Exhibit _____. If excess soil results due to ongoing site work as determined by the Town Planner and Town Engineer, they shall make the final determination whether soil shall be removed from the development site entirely to ensure the negative impacts associated with too much stockpiling and/or grade change.

~~1.7.~~1.3. **Preservation of Native Vegetation and Slopes**. Subject to (and consistent with) **Exhibit ___**, Developer ensures that certain portions of the Project as defined on the Non Disturbed Map shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed within those defined areas or within lot lines as delineated. For individual structures, the Developer will ensure the Limits of Disturbance (**"LOD"**) shall not extend beyond the setback lines for each lot. The Developer shall ensure that the LOD for road construction in the rights-of-way shall not extend greater than 15'-0" beyond the edge of pavement.

~~1.8.~~1.4. **Limits of Disturbance**. The limitations of disturbance of land shall be defined by the area defined on the Non Disturbed Map that is depicted in Exhibit ___. The developer will ensure that no disturbance to natural vegetation shall extend beyond any LOD.

~~1.9.~~1.5. **Additional Specific Developer Obligations.** As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

~~1.9.1.~~1.5.1. **Clubhouse, Pool and Indoor Pickleball Facilities.** The Project will contain a public clubhouse/community center, and a public indoor pickleball court facility (collectively, the "**Facilities**"). Developer shall construct the Facilities in locations and on the lots of real property shown on the Concept Plan, based upon the Design Standards for Commercial Development and per the input of the Town Planner and

Town Engineer, and convey the Facilities, (including the real property lots upon which the Facilities are constructed), to the Town upon completion of the construction of the Facilities. The Facilities will be open to, and for the use of, the public as determined by the Town. At the time of the recordation of a plat containing any Facilities of the Project, Developer shall dedicate the platted land for the Facilities to the Town,

~~1.9.1.1.1.~~1.5.1.1.1. TIMELINE TO COMPLETE THIS PROJECT

~~1.9.1.1.2.~~1.5.1.1.2. PHASING TABLE TO BE INLCUDED

~~1.9.1.1.3.~~1.5.1.1.3.FINANCIAL REQUIREMENTS FOR THE TOWN TO BE DETAILED

~~*1.9.2.*~~*1.5.2.* **Parks.** The Project will also contain a dog park and Frisbee golf park (collectively, the "**Parks**"). Developer shall construct the Parks in the locations generally shown on the Concept Plan but final locations will be determined by the Town Planner and Town Engineer. The Parks will be open to, and for the use of, the public. These parks are currently planned to be located in the +/- 15 acres (THIS HAS TO BE MAPPED, PLATTED, AND LEGALLY DEFINED) but may be relocated to another area dependent upon input from UDOT, in conjunction with the Town Planner and Town Engineer, to adequately address the wildlife corridors required on the property., At the time of the recordation of a plat containing any Park of the Project, Developer shall, at the Town's election: (a) dedicate the platted land for the Parks to the Town; or (b) dedicate such platted land for the Parks to the HOA, subject to the right of entry and use by the public. The HOA shall bear all costs and expenses associated with maintaining the Parks, consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. The HOA will also maintain insurance for the Parks in the manner applicable under Utah law.

~~*1.9.3.*~~*1.5.3.* **Trails.** The Developer will construct all trails within the land (+/- 15 acres) dedicated to the Town in coordination with the Town Planner's and Town Engineer's standards as outlined in the Town Code.

~~*1.9.4.*~~*1.5.4.* **Developer's Mitigation-of-Impact Contribution.** In addition to the ~~many~~ other public contributions identified within this Agreement, and for the purpose of mitigating any impacts of the Project on Hideout, Developer shall contribute cash payments totaling $950,000 to pay for the design of the trail system. This includes payment for an Alta Survey, a topographical map of the applicable parts pertaining to the trail system and an engineered design for a 10'-0" asphalt trail extending from Kamas to Park City Heights. This payment is due to the Town of Hideout on or before December 31, 2026.

~~*1.9.5.*~~*1.5.5.* **Town Entry Sign.** Commitment to fabricate and place a sign on the south end of Town (where the existing wooden sign is located just south of the entry road to Golden Eagle) that meets the standards required by the Town Council in coordination with the Town Planner and Town Engineer. This sign will match the sign committed by the Developer on the north side of Town that was part of the Deer Springs MDA. Both signs must be completed and installed in accordance with

UDOT prior to October 31, 2026.

~~1.9.6.~~1.5.6. **Commercial Buildings and Land.** The Developer proposes to build one of the two or three commercial buildings (5,0000 SF footprint each). This building shall be designed to the design and architectural standards included within the submitted Design Standards and per the Town Planner and Town Engineer's review. This building will represent a prototype that the Town may wish to follow as part of a future public-private partnership on the land the Developer dedicates to the Town for future commercial development. (THIS LAND HAS TO BE CLEARLY IDENTIFIED ON THE CONCEPT PLAN AND PLATTED WITH A LEGAL DESCRIPTION & SURVEY.)

1.12 Short-Term Rentals (also known as Nightly Rentals). Notwithstanding anything to the contrary in the MDA, the Zoning Ordinance, the Town of Hideout's Code, the Town's Vested Laws, and the Town's Future Laws, the Short-Term Rental land use type, (also known as Nightly Rentals), is, and will be, permitted in all portions of the Project on the Property, including in all phases of the Project on the Property. Short-term rentals are required to follow all ordinances and regulations of the Town of Hideout pertaining to short-term (nightly) rentals, including Ordinance #2022-0-5, (and any other applicable governmental ordinances, regulations and/or laws as amended from time to time). All Residential Dwelling Unit owners will be required to use one of two short-term rental (nightly rental) management companies selected by Developer and agreed to by the Town. The following criteria must be met for any and all short-term rentals (nightly rentals):

1.12.1 All requirements of Section 4.07 of the Hideout Municipal Code must be met.

1.12.2 No Accessory Dwelling Units ("ADUs") may be used for a nightly rental.

1.12.3 All nightly rentals must be for a minimum period of two consecutive days; and this must be included on all advertising materials.

1.12.4 No more than six (6) unrelated persons may stay overnight in a single Residential Dwelling Unit at any one time; and this must be included on all advertising materials.

1.12.5 No more than two (2) automobiles are allowed to park on the property pertaining to the Residential Dwelling Unit at any time; and this must be included on all advertising materials.

1.12.6 All nightly rental contracts must include a copy of Hideout's trash, parking and noise ordinances and a "Good Neighbor Brochure" that summarizes these requirements and what is expected of the renter; and these documents must be clearly posted in the rental unit at all times.

1.12.7 The owner of the nightly rental Residential Dwelling Unit agrees to allow the Wasatch County Health Department or designee and the

Wasatch Fire Department's designee to conduct an annual walk-through inspection of each rental Residential Dwelling Unit to ensure compliance with all Town health, safety and welfare requirements; and this review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated code violation complaints (by police, fire, or similar emergency management service) relative to a particular Residential Dwelling Unit within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

1.13 Timeliness. Development applications shall be approved by Hideout within a reasonable time if they comply with the Development Agreement, all applicable provisions of the HMC, Hideout's vested rights laws as well as all Federal and State laws and requirements.

1.14 Design Review Committee. Made up of a Planning Commissioner, a Town Council member, and the Town Planner.

1.15 Town's Denial of a Development Application. If Hideout denies any Development Application, Hideout shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why Hideout believes that the Development application is not consistent with this Agreement, applicable law, the HMC, or Hideout's vested rights laws.

1.16 Meet and Confer Regarding Development Application Denials. Hideout and Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.

1.17 Denials Based on Denials from Non-Town Agencies. If Hideout's denial of a Development Application is based on the denial of the Development Application by a non-Hideout agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.18 Mediation of Development Application Denials.

1.18.1 Issues Subject to Mediation. Issues resulting from Hideout's denial of a Development Application shall be mediated by a third-party mediator in accordance with this Section.

1.18.2 Mediation Process. If Hideout and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator, free of conflicts, with subject matter knowledge of the issue in dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties

regarding the mediation issue and thereafter promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator(s) shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

1.18.3 No Monetary Damages. If there is any litigation related to denials of applications or interpretation of this Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.

1.19 Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils and environmental conditions on the Property. Furthermore, Developer shall be responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required by applicable federal law.

2 Approval and Reserved Legislative Powers.

2.1 Development Approval. Subject to the provisions of this Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Hideout. Hideout shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, and specifications.

2.2 Roads. The roads (in the Project) shall be public. Roads in the Project shall be constructed to Hideout standards, The maintenance of these roads and any utilities located under or adjacent to them shall be the responsibility of the homeowner or the HOA. THE APPLICANT REQUESTED THAT THE ROADS WILL BE PRIVATE WITH THE EXCEPTION OF THE MAIN ROAD THAT LEADS UP TO GOLDEN EAGLE. THE APPLICANT CAN NEGOTIATE WITH MUSTANG WHETHER THIS ROAD IS PUBLIC OR PRIVATE. THE APPLICANT SHALL CLEARLY DEFINE THE NEGOTIATED AGREEMENT WITH MUSTANG DEVELOPMENT, THE ENTITY THAT CARVED THE EXISTIN EMERGENCY ACCESS ROAD. PRIVATE ROADS AND THE UTILITIES UNDER THEM ARE THE RESPONSIBILITY OF THE DEVELOPER/HOA. ULTIMATELY THE PLANNING COMMISSION AND TOWN COUNCIL HAVE THE AUTHORITY TO APPROVE PRIVATE OR PUBLIC ROADS FOR THE DEVELOPMENT PROJECT.

2.3 Reserved Legislative Powers. Developer acknowledges that Hideout is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Hideout all of its police power that cannot be so limited. Notwithstanding the power of Hideout to enact legislation under the police powers vested in Hideout, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this

Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in Hideout; and, unless Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

2.4 No Undisclosed Rights. Developer acknowledges that this Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including the Town's approval of Ordinance _____, the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the "**Act**"), the Hideout Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

2.5 Application Under Town's Future Laws. When the Developer submits a Development Application for some or all of the Project, such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application.

3 General Terms and Conditions.

3.1 Term of Agreement.

3.1.1 Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 20325. If Developer has not been declared to be currently in Default as of December 31, 20325 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2038.4

3.1.2 –This Agreement shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.

3.1.3 –Failure of Developer to obtain a building permit for a residential or

commercial from the b+Building Dd epartment and commence work on the Project in connection with said permit within 24 months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

3.2 Binding Effect; Agreement to Run with the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3 Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project as described in this Agreement, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018). The Town's laws at the time of approval (and as amended when so referenced herein) shall apply.

3.4 Provision of Water, Sewer or Storm Drain. The Town will not provide drinking water, sewer, or storm drain services to the private street and residences thereon. At the time Developer submits an application for a subdivision plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that it has sufficient dedicated or reserved water with Jordanelle Special Service District ("JSSD") to service the existing and proposed development phase as reflected on the plat to be recorded. As a condition of approval of the plat, Developer shall, at the time of the recordation of the plat, provide a will-serve letter from JSSD and execute all necessary documents to transfer any water reservation agreement to the Town.

3.5 Public Infrastructure. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Public and private roadways including utilities and responsibility for, and maintenance of the same (including snow removal, road repair, etc.) shall be the responsibility of the private landowners and/or HOA Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase. IS A PUBLIC INFRASTRUCTURE DISTRICT PROPOSED? MUST MEET THE TOWN CODE AND BE APPROVED BY THE TOWN COUNCIL. NO PID CAN BE USED FOR PRIVATE ROADS.

3.6 Assignment. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of Hideout as provided herein.

a. Notice. Developer shall give Notice to Hideout of any proposed assignment and provide such information regarding the proposed assignee that Hideout may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Hideout with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. Hideout may withhold its consent if Hideout is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

3.7 No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto. Nor does it create any rights or benefits to third parties. The Parties acknowledge that this Agreement refers to a private development and that Hideout has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless Hideout has accepted the dedication of such improvements

3.8 Integration. This Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the Parties hereto.

3.9 Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.10 Minor Administrative Modification. Minor administrative modifications to the concept plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the concept plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Concept Plan included in **Exhibit B**.

3.11 Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement are necessary. Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted without an amendment to this document. The Concept Plan does not vest the Developer except as specifically stated in this Agreement. **No Waiver**. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.12 Default.

3.12.1 Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a sub-developer, then the Town shall also provide a courtesy copy of the Notice to Developer.

3.12.2 Contents of the Notice of Default. The Notice of Default shall:

3.12.2.1 Specific Claim. Specify the claimed event of Default;

3.12.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement (including exhibits) under which the claimed Default has occurred;

3.12.2.3 Materiality. Identify why the Default is claimed to be material; and

3.12.2.4 Cure. If applicable, the Party shall propose a method and time for curing the Default which shall be of no less than sixty (60) days' duration.

3.12.3 Meet and Confer; Mediation. Upon the issuance of a Notice of Default, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 1.15.

3.12.4 Remedies. If the Parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the Parties may have the following remedies:

3.12.4.1 Law and Equity. All rights and remedies available at law and in equity, including injunctive relief , specific performance, and termination, but not including damages or attorney's fees.

3.12.4.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.12.4.3 **Future Approvals**. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a sub-developer, development of those Parcels owned by the sub-developer until the Default has been cured.

3.12.4.4 The rights and remedies set forth herein shall be cumulative.

3.13 **Applicable Law**. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.14 **Venue**. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City.

3.15 **Non Liability of City Officials and Employees.** No officer, representative, consultant, contractor, attorney, agent or employee of Hideout shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by Hideout, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.

3.16 **Agreement**. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

3.17 **Mutual Drafting**. Each Party has participated in negotiating and drafting this Agreement; therefore, no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

3.18 **Authority**. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of Hideout, the signature of the Mayor of Hideout is affixed to this Agreement lawfully binding Hideout pursuant to Resolution No. _____ (**Exhibit G**) adopted by Hideout on _____, 2025.

3.19 **Indemnification**.

3.19.1 Agreement. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against Hideout which are related to, or arise from the entry into this Agreement.

3.19.2 Third-Party Impact Fee Claims. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities or other losses incurred by, or asserted against or levied against Hideout which are related to, or arise from claims by

any third-party that the Project is subject to impact fees currently imposed by Hideout.

3.20 Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to the Town Attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

To Developer:
Holmes Elkhorn, LLC
Attn: Patrick Holmes
126 W. Sego Lily Dr., Suite 250
Sandy, UT 84070

To the Town:
The Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail
Hideout, Utah 84036

4. Phasing; Access.

4.1 Project Phasing. The Project shall be constructed in phases in accordance with the Phasing Plan and in accordance with the HMC. Developer may proceed by constructing the Project fully at one time or by phase within this approved project Phasing Plan. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town's Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.

Commented [TE8]: This section must be updated with clear dates regarding timing of residential, commercial, recreational amenities, etc. Main access road completed up front for emergency access to Golden Eagle. Sequential phasing required…A then B…in order and one complete before moving to the other. Hard dates and a table must be provided.

4.2 Forms of Ownership Anticipated for Project. xxxxxxx

5. List of Exhibits. TO BE UPDATED IN THE BODY OF MDA

Exhibit A: Legal Descriptions
Exhibit B: Concept Plan
Exhibit C: Concept Plan w/ Areas to Remain Undisturbed
Exhibit D: Precedent Images for Design of Community Center, the Indoor Pickleball Courts, and the Commercial Buildings
Exhibit E: Land to be Dedicated to the Town *(w/ legal description and survey)*
Exhibit F: Phasing Plan and Schedule
Exhibit G: Hideout Town Council Approval Resolution
Exhibit H: Finding of Fact, Conclusions, and Conditions of Approval (to include the Conditions of Approval from the Concept Plan Approval – Planning and Engineering)
Exhibit I: Design and Architectural Guidelines

***Additional Images May Be Added to This List Per the PC and/or TC Meetings*

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2025.

TOWN OF HIDEOUT

By: _____
~~Philip Rubin~~Ralph Severini, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:
Holmes Elkhorn, LLC.

a Utah limited liability company

By:_____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF _____)

On this ____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that s/he is a member/manager of Holmes Elkhorn, LLC, a Utah limited liability company_____

Notary Public

4. List of Exhibits. TO BE UPDATED IN THE BODY OF MDA

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EXHIBITS TO BE ADDED PER PC AND TC

HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

Town of Hideout
Planning Commission Meeting

May 28, 2025

Engineering Staff Report – Elk Horn Springs Rezone

Note that these comments are based on a concept plan and not final drawings.

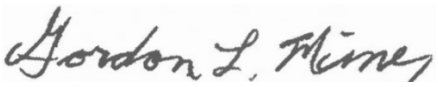
RECOMMENDATION

I recommend that the Planning Commission require the following conditions on any action:

1. This Concept Plan review is based on the ideas presented. This review is informal and non-binding. The feedback given here is for gross feasibility only. The Town Engineer reserves the right for full unfettered review of and comment on future submittals.
2. New street access permits are required from UDOT. The Town will apply for those permits after the applicant applies for preliminary or final subdivision vesting. There is no guarantee that UDOT will grant permits or the conditions of the permits if granted.
3. New storm drainage discharge permits are required from UDOT. The Town will apply for those permits after the applicant applies for preliminary or final subdivision vesting. There is no guarantee that UDOT will grant permits or the conditions of the permits if granted.
4. New utility access permits are required from JSSD. The Town will apply for those permits after the applicant applies for preliminary or final subdivision vesting. There is no guarantee that JSSD will grant permits or the conditions of the permits if granted.
5. Public streets shall be designed to Town Standards, including side treatments. The only standard for parking on a public street is parallel parking.
6. If any streets are allowed to be private, the utilities therein shall be master-metered and owned and maintained by the HOA.
7. An easement must be recorded for the turnaround at the west end of Road 3.
8. The applicant must provide phasing plans for streets, storm drainage, sanitary sewer, and drinking water. Each phase must stand alone. Facilities needed for each phase must be included in the respective phase or preceding phase(s).
9. Trails shall be designed pursuant to Town Standards, i.e., at least 10 feet wide with a cross slope between 0.50 percent and 1.5 percent.
10. Retaining walls that support a public street (zone of influence) require full design within this plan set, shall be designed with an engineered system (not rockery), and are subject to full Town review.
11. Storm drainage detention/retention ponds shall be designed pursuant to Town Standards.
12. Water lines shall be located on the north and east sides of the street, and shall maintain a minimum distance of 4 feet from the lip of the curb.
13. The max length of a dead-end water main is 600 feet unless an accurate water model shows that water quality will remain in a longer line.
14. Sewer lines shall be located on the south and west sides of the street, and shall maintain a minimum distance of 5 feet from the side of the storm drain pipe or combo box.
15. Storm drain lines shall be located on the south and west sides of the street, and shall maintain a minimum distance of 2 feet from the side of the pipe to the lip of the curb.
16. Wherever drainage leaves a Town ROW, the HOA shall grant an easement to the Town accepting the drainage as theirs, and release and indemnify the Town from potential liabilities associated with it.

17. Sanitary sewer lines shall be located on the south and west sides of the street and shall maintain a minimum distance of 5 feet from the side of the storm drain pipe or combo box.
18. At the east end of Road 2, the Town does not want the natural flow to be piped through its ROW. Natural channels shall be left lin their natural state whenever possible. It is possible to keep an open channel, except for street crossings.
19. Storm drain pipelines shall be at least 15-inch-diameter reinforced concrete (RCP) or dual-wall high-performance corrugated polypropylene piper per ASTM F 2881. (TYP)
20. Vertical curve k values shall be pursuant to Town Standards.
21. The storm drain system shall not pressurize. Please check the manhole at the south intersection of Road 1 and Road 2. Please check the manhole at the south intersection of Road 2 and Road 2.
22. If Road 2 will be public, the utility access road at the west end of Road 201 shall be in an easement dedicated to the Town for utility access and maintenance.
23. The HOA shall enter into a maintenance agreement with the Town for the HOA to maintain the island in Road 201.
24. All of the units on Road 201 shall be equipped throughout with automatic sprinkler systems.
25. Phase 6, Road 202 – The natural drainage channel that crosses the road shall remain open, except for a culvert.
26. Sheet PP4 – Please minimize the slope of the sanitary sewer. Which will minimize the depths of manholes.

Respectfully,
HANSEN, ALLEN & LUCE, INC.



Gordon L. Miner, P.E.
Town Engineer