# HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING AND PUBLIC HEARINGS
## October 09, 2025
## Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically via Zoom and in person at Hideout Town Hall, located at 10860 North Hideout Trail, Hideout Utah for the purposes and at the times as described below on Thursday, October 9, 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/

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Regular Meeting and Public Hearings
6:00 PM

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Public Input - Floor open for any attendee to speak on items not listed on the agenda

IV. Agenda Items

1. Update on the Hideout Community Reinvestment Agency - *Presented by Rob Sant, Economic Development & Redevelopment Agency Deputy Director, and Spencer Foster, Mountainland Association of Governments*
2. Presentation of the Government Data Privacy Act (GDPA) - *Presented by Spencer Foster, Mountainland Association of Governments*
3. Update on Hideout Fire Station 56
4. Review of Town Code Section 1.10.060 – Council Member Briefings
5. **Public Hearing:** 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
6. **Public Hearing:** Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development
7. **Public Hearing:** Discussion and possible approval of an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Elkhorn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP) – *Presented by Thomas Eddington, Town Planner*
8. **Public Hearing:** Discussion and possible approval of 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, and variations to

requirements for slopes, cut and fill, retaining wall height, and road grade – *Presented by Thomas Eddington, Town Planner*

9. Discussion and update regarding installation of signage to reinforce dog leash requirements
10. Discussion and Possible Action Regarding the Date and Time of the 2025 General Election Board of Canvassers Meeting
11. Discussion of Planning Commission Rules and Regulations
12. Consideration and Possible Adoption of Ordinance 2025-O-XX, Amending Hideout Municipal Code 5.04.075 to Align Construction Hours with Section 10.04.32
13. Discussion of code enforcement and collections for construction violations
14. Discussion and possible appointment of a representative of Hideout to engage in discussions regarding the Comprehensive Emergency Management Plan (CEMP)

V. Committee Updates

1. Planning Commission - *Thomas Eddington, Town Planner*
2. Design Review Committee - *Thomas Eddington, Town Planner*
3. Wildfire Committee - *Council Member Gunn*
4. Economic Development Committee - *Council Member Cronin*
5. Parks, Open Space and Trails (POST) Committee - *Council Member Baier*
6. Transportation Committee - *Council Member Haselton*

VI. Approval of Council Minutes

1. July 10, 2025 Town Council Meeting Minutes DRAFT

VII. Follow up of Items from Approved Minutes

VIII. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, deployment of security personnel, devices or systems, and/or sale or acquisition of real property as needed

IX. Meeting Adjournment

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

**HIDEOUT TOWN COUNCIL**
10860 N. Hideout Trail
Hideout, UT 84036
Phone: 435-659-4739

Posted 10/08/2025

**File Attachments for Item:**

3. Update on Hideout Fire Station 56

## GENERAL NOTES:

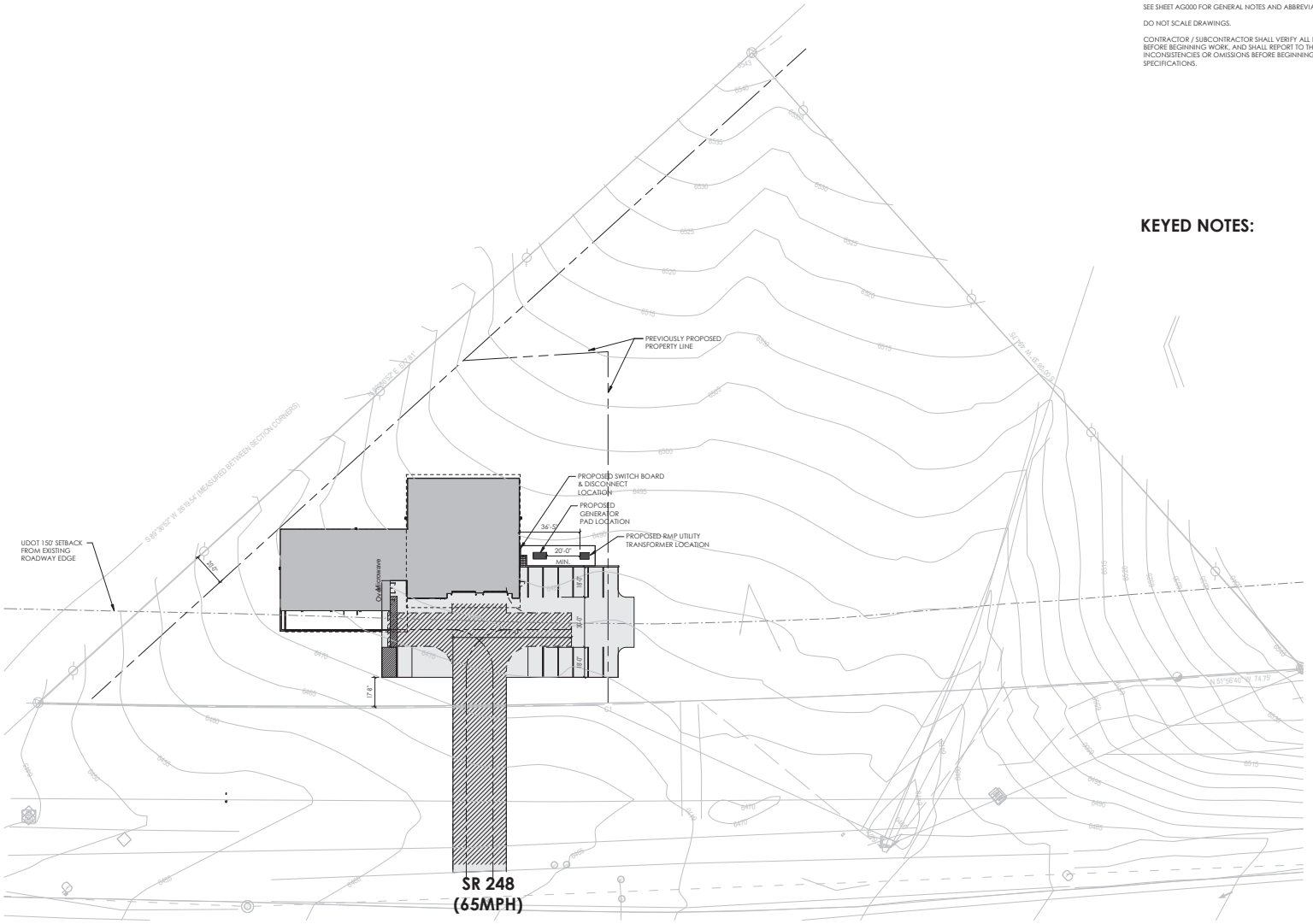
SEE SHEET G001 FOR DRAWING INDEX.

SEE SHEET AG000 FOR GENERAL NOTES AND ABBREVIATIONS.

DO NOT SCALE DRAWINGS.

CONTRACTOR / SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK, AND SHALL REPORT TO THE ARCHITECT ANY ERRORS, INCONSISTENCIES OR OMISSIONS BEFORE BEGINNING WORK. SEE GENERAL NOTES AND SPECIFICATIONS.

## KEYED NOTES:




2 **SITE PLAN - OVERALL OPTION 2**
1" = 30'-0" , DWG REF: A200

0' 15' 30' 60' 90'
SCALE : 1" = 30'-0"

ajc architects
703 east 1700 south
salt lake city, ut 84105
ajcarchitects.com

ARCHITECT / CONSULTANT

NOT FOR CONSTRUCTION

PROJECT DESCRIPTION
**WASATCH FIRE - HIDEOUT FIRE STATION**

**11887 N SHORELINE DR.**
**HIDEOUT, UT 84036**

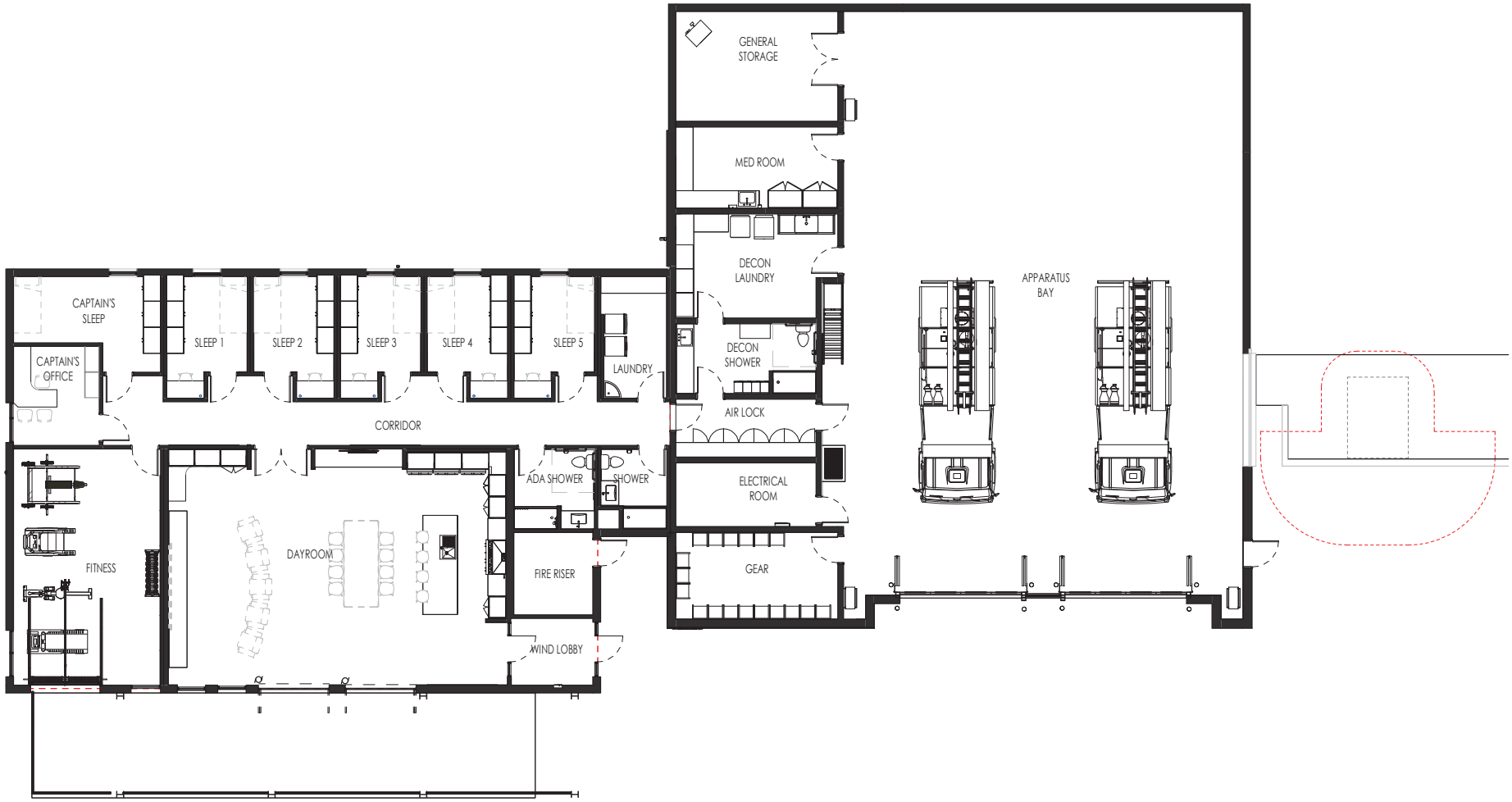
SHEET NAME:
**OVERALL SITE PLAN**

REVISIONS
MARK DATE DESCRIPTION

ISSUE DATE: **2017**
ISSUE TYPE: **SD**
DRAWN BY: **ajc**
CHECKED BY: **K. RIGBY**
PROJECT#: **XXXX**

SHEET NUMBER:
**AS101**

9/25/2025 4:21:24 PM Autodesk Docs://2023-05 Wasatch Fire Hideout/24 1003 WASATCH FIRE HIDEOUT- R24.rvt
ALL IDEAS, DESIGNS, ARRANGEMENTS, & MATERIALS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF AJC ARCHITECTS INC AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR MATERIALS MAY BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF AJC ARCHITECTS INC. VISUAL CONTACT WITH THESE DRAWINGS OR WRITTEN OR ORAL DESCRIPTION THEREOF SHALL CONSTITUTE AND BE DEEMED TO BE ACCEPTANCE OF THESE RESTRICTIONS BY ANY PERSON, FIRM OR CORPORATION SO CONTACTING THE DRAWINGS AND CONSENT TO BE BOUND HEREBY. ANY UNAUTHORIZED USE OF THESE DRAWINGS, INCLUDING REPRODUCTION, MODIFICATION, DISTRIBUTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. ALL TITLE, COPYRIGHT AND OTHER PROPRIETARY RIGHTS IN THE DRAWINGS (INCLUDING WITHOUT LIMITATION ANY AND ALL COPYRIGHTS THEREIN) BELONG TO, AND ARE AND SHALL REMAIN THE PROPERTY OF, AJC ARCHITECTS INC. ANY UNAUTHORIZED USE, DISCLOSURE OR REPRODUCTION VIOLATES THE RIGHTS OF AJC ARCHITECTS INC AND IS STRICTLY PROHIBITED. IN ADDITION, SUCH UNAUTHORIZED USE, DISCLOSURE OR REPRODUCTION MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION, INFRINGEMENT OF COPYRIGHT, LANHAM ACT VIOLATIONS, AND/OR OTHER UNLAWFUL ACTIVITIES.




# FLOOR PLAN

**HIDEOUT FIRE STATION**

**07/30/25**

0' 5'-4" 10'-8" 21'-4" 32'-0"

SCALE : 3/32" = 1'-0"

ajc architects




3D RENDERING

**HIDEOUT FIRE STATION**

**07/30/25**

ajc architects




3D RENDERING

**HIDEOUT FIRE STATION**

**07/30/25**

ajc architects




3D RENDERING

**HIDEOUT FIRE STATION**

**07/30/25**

ajc architects

**File Attachments for Item:**

4. Review of Town Code Section 1.10.060 – Council Member Briefings

**TOWN OF HIDEOUT**

**ORDINANCE #2025-O-03**

**AN ORDINANCE ESTABLISHING PROCEDURES FOR TOWN COUNCIL MEMBER BRIEFINGS**

WHEREAS, the Town Council of Hideout finds and declares that it is in the best interests of the Town and its residents for Council Members to be kept fully informed on an ongoing basis of significant issues facing the Town through informal briefings;

WHEREAS, a well-informed Council contributes valuable perspectives and expertise that support sound decision-making and outcomes in service of the public interest;

WHEREAS, it is important that Council Members have the ability to request and receive briefings from the Town Administration on matters that may significantly impact the Town, including potential litigation and financial risks;

WHEREAS, the Town Council desires to establish a formal process for such briefings that respects the confidentiality and legal requirements of municipal governance while promoting transparency and effective leadership;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH, THAT:

SECTION I: Title 1.10.060 – Council Member Briefings

1. Findings.
The Council finds and declares that it is in the best interests of the Town and its residents to have Members of the Council fully informed on an ongoing basis of significant issues facing the Town through informal briefings. A Council that is fully informed on matters of significance brings valuable and additional perspectives and expertise and therefore better outcomes for the Town and its residents.

2. Subjects of Briefings.
Any sitting member of the Council may request, and the Town Administration shall provide, one or more briefing(s) on any matter(s) of official Town business, including but not limited to matters that:
(i) might or could potentially cause or lead to an unbudgeted expense to the Town of $40,000 or more;
(ii) might or could potentially result in litigation by or against the Town; and/or
(iii) include updates on ongoing issues, including but not limited to litigation involving the Town.

The Administration shall share all known information during such briefings, including but not limited to external communications, legal theories, anticipated next steps, risks, and insurance coverage, which shall remain confidential according to applicable law.

3. Form and Timing of Briefings.
Council Member briefings shall be conducted in an informal but confidential manner and shall comply with all applicable laws, including but not limited to the Open Meetings Act. Such briefings shall be conducted so as to maintain confidentiality and as may be recommended by the Town Attorney, so long as the methodology chosen does not impair the free and full exchange of information as described in Subsection (b). Such briefings shall be conducted within seven (7) calendar days of a request by a sitting Town Council member. Such briefings are not intended to replace lawful executive sessions.

SECTION II: Effective Date
This Ordinance shall take effect upon publication.

PASSED AND ADOPTED by the Town Council of Hideout, Utah, this 10th day of April, 2025.

TOWN OF HIDEOUT

Chris Baier, Mayor Pro Tempore

ATTEST:

Alicia Fairbourne, Recorder for the Town of Hideout



**File Attachments for Item:**

**5. Public Hearing:** 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

INTEGRATED planning & design

# Staff Report for the Wildhorse Development – Rezone & Associated MDA

To: Mayor Ralph Severini
Town Councilmembers

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

Re: Wildhorse Rezoning Request

Date: Prepared for the October 9, 2025 Town Council Meeting

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*Submittals:* *Updated MDA (via email on October 2, 2025) and an updated Concept Plan and Building Envelopes (received via email on August 26, 2025); prior submittals are included as Exhibits to the MDA but will need to be updated*

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## Background

At the September 18, 2025 Planning Commission meeting, the Planning Commission forwarded two favorable recommendations to the Town Council as follows:

- The proposed Master Development Agreement (MDA) for the Wildhorse development project was favorably recommended by a vote of three "yays" and two "nays."

The proposed rezoning for the Wildhorse development project – from Mountain (M) to Neighborhood Mixed Use (NMU) for the commercial site – was favorably recommended by a vote of four "yays" and one "nay."

The Applicant has been working closely with staff and the Planning Commission over the past ten months as the proposed commercial and residential project has evolved. The Planning Commission originally approved the Concept Plan for Wildhorse on February 18, 2025. That Master Concept Plan has been updated over the months as staff, the Applicant, and the Planning Commission worked through subsequent iterations of the plan to include more detail.

At this meeting, the Town Council should review the recommended rezoning and draft Master Development Agreement (MDA), with attachments (some of which are placeholders and will need to be updated).



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**Site Characteristics**

Total Acres of Site: 15.12 Acres

Current Zoning: Mountain (M) – single-family residential uses allowed

Allowed Density: One (1) single-family dwelling unit per acre. With the current zoning, due to the slopes, the site could support approximately 5-6 single family lots.

**Proposed Concept**

Proposed Uses: Seven (7) single-family dwelling units

Five (5) "villas" (detached single-family dwelling with a maximum of 3,000 gross square feet)

A commercial building with restaurant with a bar/pub and a market with options for a coffee shop, wellness center, a kitchen, etc. The sizes of each space have not been provided.

Total Square Feet: +/- 15,000 SF of commercial space.

**Proposed Zoning Change**

Area to be Rezoned: 1.08 Acres

Proposed Zoning: Neighborhood Mixed Use (NMU)

**Clustering**

The Planning Commission, with advice from legal counsel, included the clustering into the MDA because the proposed layout of the clustering was directly tied to the Site Plan. The language proposed is: The project meets the requirements of Cluster Development pursuant to HMC Chapter 12.06 (Cluster Development) which allows for reduced lot sizes of less than 1 acre for single family lots in the Mountain (M) residential zone (see Exhibit E) and which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined. However, the application does not require a Conditional Use Permit (CUP) pursuant to the HMC or a Planned Performance Development (PPD) pursuant to the former Town Code, because the small-lot standards are expressly approved under this Master Development Agreement (MDA), §1.3.1. The exception granted herein for reduced lot size applies to all twelve (12) residential lots.


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**2019 General Plan**

When the Town Council considers a rezoning request, any recommendation must follow the General Plan's direction – Vision Statement, Goals, Strategies, etc.

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 Town Council should review the 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

### 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.

cultivate an inviting neighborhood atmosphere

### 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.

build a connected community

### 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



### 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.



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**Site Location (proposed site in red)**



**Discussion Items**

- The Planning Commission forwarded a favorable recommendation for both the MDA and the rezone request, from Mountain (M) zoning to Neighborhood Mixed Use (NMU), for the commercial site. As part of this recommendation, the MDA includes several exceptions to the Zoning Ordinance. **These are detailed in Section 1.3.1 of the attached MDA.**

- Exhibit H includes a proposed phasing schedule and timing parameters for the construction of the commercial development. The Town Council should discuss this schedule and minimum requirements for the completion of the commercial development.

- The project requires a secondary emergency access through the KLAIM development. This easement is an essential component to this project and must be finalized and signed prior to the Town Council meeting.

**Conditions of Approval**

- The Planning Commission recommended approval with the following conditions to be included in the MDA:

    - No more than two access points for the Villas.
    - The utility pole on Lot 12 shall be removed and placed underground.
    - Snow removal will be the responsibility of the HOA created for the Wildhorse Development.
    - A trail will be constructed through the open space to connect to the KLAIM trail network (exact location to be determined).
    - Conditions of approval listed in the Planning and Engineering staff reports (below).


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- The following conditions shall also apply:

    - Revise the proposed Jersey barrier along the roadway to a more aesthetically appropriate guardrail, or similar, in coordination with the Town Planner and Town Engineer.

    - A 5'-0" concrete sidewalk, with a landscaped park-strip, must be installed from Miner Way Road up Woolf Road to steps that lead into the commercial development. Beyond this point, and within the residential area of the development, a decomposed granite (DG) trail shall be installed.

    - A complete Landscape Plan, with plant species, quantities, sizes, etc. must be provided prior to any commercial construction and/or any infrastructure (stormwater, etc.) construction. Screening this infrastructure from SR248 will be required. All residential development

    - All common area open space shall remain undisturbed except for the inclusion of a trail that connects to KLAIM's trails system.

**Timing**

- On September 2, 2025, the Developer sent the Town notice that they were pulling the "ripcord" which is a mechanism in State Code (UCA 10-9a-509.5) which demands that the Town take final action on their applications within 45 days of service of the demand. Therefore, the Council is required to take final action no later than October 16, 2025.

**Recommendation**

The Town Council should review the attached MDA, and associated exhibits and take one of the following actions on the Wildhorse Development applications for a rezone and a Master Development Agreement (MDA).

1. Approve the Master Development Agreement and Rezone Ordinance
2. Approve the Master Development Agreement and Rezone Ordinance with conditions.
3. Deny the Master Development Agreement and Rezone Ordinance
4. Continue the matter to a date no later than October 16, 2025 (unless the Developer stipulates to a later date).

**Exhibits:**

1. MDA and associated exhibits


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**TOWN OF HIDEOUT**

**ORDINANCE #2025 – O-_____**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE TOWN OF HIDEOUT FOR PARCEL NO. 00-0020-8164 FROM MOUNTAIN RESIDENTIAL (MR) ZONE TO NEIGHBORHOOD MIXED USE (NMU),**

WHEREAS, the owners of property consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number 00-0020-8164 have submitted an application to rezone a portion that property from its current zoning designation of mountain residential (MR) zone to Neighborhood Mixed Use (NMU).

WHEREAS, Developers is proposing a project which will include a restaurant and retail spaces along with residential development;

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, there is a Development Agreement being proposed;

WHEREAS, the approval of this zone amendment is contingent on the conditions of the Development Agreement being met;

WHEREAS, the Hideout Planning Commission held public hearing on XX, and forwarded a recommendation to the Town Council;

WHEREAS, the Hideout Town Council held public hearings and reviewed the Zoning Map Amendment on XXX.

WHEREAS, there is good cause and it is in the best interest of the Town of Hideout, Utah to approve the Amendment to the Zoning Map

WHEREAS, as a condition of this Ordinance being effective, a Development Agreement will have to be executed prior to November 15, 2025, and a condition of that Development Agreement will be that the density related to the Project will not exceed 12 residential units and 6 commercial units.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH, THAT:

**Section 1.** Rezone. That certain property located at Parcel Number 00-0020-8164, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference, a portion of which is hereby rezoned from its current zoning designation of MR to NMU.

**Section 2.** Zoning Map Amendment. The Zoning Map of the Town of Hideout is hereby amended to reflect the rezoning referenced in Paragraph 1, above.

**Section 3.** Subdivision Condition. This Ordinance is specifically subject to and conditional upon the following:

(a) A Subdivision Plat for the property described in Exhibit A must be approved by the Town within 12 months of the date of this Ordinance. In the event a Subdivision is not approved, the zoning designation of the property shall revert to MR.
(b) The Phasing Plan in the Development Agreement must be adhered to and if the commercial is not completed by December 31, 2027, the zoning designation shall revert to MR.

**Section 4.** Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5.** Effective Date. This Ordinance shall take effect upon the publication or posting.

**PASSED AND APPROVED** this day of _____, 2025.

By:_____

Ralph Severini, Mayor

**[SEAL]**

**ATTEST:**

_____

Alicia Fairbourne,
Town Recorder

**File Attachments for Item:**

**6. Public Hearing:** Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development

# DRAFT

## DEVELOPMENT AGREEMENT
## FOR
## WILDHORSE 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 _____, 2025, 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 D 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.

DRAFT

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, except as otherwise provided by this Agreement or Utah law.

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 single-family dwelling units of up to 3,000 square feet each (the "Villas") on the Property in the layout conceptually illustrated in Exhibits D and plus approximately 15,000 (no less than 12,000 square feet and no more than 16,000 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 submitted for Preliminary and Final Subdivision review pursuant to the process governed by 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 J;

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).

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 September 18, 2025 and adopted by the Town

DRAFT

Council on _____, a copy of which is attached hereto as Exhibit J 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 J, and (ii) the Master Concept Plan Approval dated 2/18/2025, and updated by the Planning Commission, attached hereto as Exhibit D, 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 this Agreement, including the rights to construct the following:

| **Property Type** | **Unit Count (Gross Floor Area per Unit,[1] Excluding Single-Family Lots)** | **ERU Count** |
|---|---|---|
| Neighborhood Commercial (limited to the following uses: restaurant, bar, grocer, or market) | +/-15,000 / 1 (minimum 12,000 SF and maximum 16,000 SF | 6 ERUs (.75 ERU per 2,000 SF) |
| Single-family dwelling lots not to exceed 3,000 SF (Villas). Lots may be smaller than 1 acre. | Up to 3,000 SF ea. / 5 | 5 ERUs |
| Single-Family Lots | 7 lots | 7 ERUs |
| Total ERUs | | 12 Residential ERUs<br>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.

There will be two types of residential uses - single-family lots and villas. A villa is a detached

[1] Gross floor area is defined as follows: "The sum of the gross horizontal areas of all floors of a Building measured from the exterior face of exterior, but not including interior or exterior parking spaces, or loading space for motor vehicles." HMC § 10.12.

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single-family residential dwelling with a maximum gross square footage of 3,000 square feet on a lot smaller than 1 acre.

The project meets the requirements of Cluster Development pursuant to HMC Chapter 12.06 (Cluster Development) which allows for reduced lot sizes of less than 1 acre for single family lots in the Mountain (M) residential zone (see Exhibit E) and which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined. However, the application does not require a Conditional Use Permit (CUP) pursuant to the HMC or a Planned Performance Development (PPD) pursuant to the former Town Code, because the small-lot standards are expressly approved under this Master Development Agreement (MDA), §1.3.1. The exception granted herein for reduced lot size applies to all twelve (12) residential lots.

Development Applications for an Administrative Conditional Use Permit (as necessary, except as otherwise excepted under this Agreement) and Hideout Building Department building permits 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 all of which are subject to final subdivision submittal and review where Town Code provisions may alter the Concept Plan or reduce the density. Applications for approval for the Project shall be subject to the requirements of the HMC, except as otherwise expressly provided in this Agreement. 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, residential access driveways, signage, 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 D) on portions of slopes up to 36% slope (exceeding the HMC allowance of 30%)
B. Developer shall not be required to obtain a separate conditional use permit (CUP) for the cluster development proposed by Developer
C. Reduced lot sizes for the seven single-family residential units (Lots 1 through 7) and the five single-family villas, all of which are clustered as illustrated in the Concept Plan

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(Exhibit D), and which are permitted to ensure open space preservation on the upper portions of the site (Code ordinarily requires 1 acre minimum lots size, but allows for less with a conditional use permit, but such requirement has been excepted under this Agreement)

D. Reduced Minimum Setbacks for the single-family lots (all garages will be accessed from the side yard):
    - 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")
E. Reduced Minimum Setbacks for the residential villa properties in the Mountain (M) zone:
    - Front yard: 20'-0" (Code requires 50'-0")
    - Rear yard: 20'-0" (Code requires 30'-0")
    - Side yards (each): 10'-0" (Code requires 25'-0")
F. Retaining walls of up to a maximum of twelve (12) feet in height in the residential areas of the proposed development (see Exhibit D): (Code allows up to 10'-0")
G. Retaining walls of up to a maximum of twenty-three (23) feet in height in the area of the access road, particularly Wildhorse Way (see Exhibit D (Code allows up to 10'-0")
H. Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (see Exhibit D): (Code allows up to 10'-0")
I. Short-term rentals shall be permitted for the Villas, which shall be subject to generally applicable requirements for operating short-rentals under the HMC.

**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 Planning Commission approved the Concept Plan on February 18, 2025. The updated Master Concept Plan (Exhibit D) serves as the base plan for rezoning, and is incorporated by reference.

On September 18, 2025, the Planning Commission recommended approval with the following conditions:

A. No more than two access points for the Villas;

B. The utility pole on Lot 12 shall be removed and placed underground;

C. Snow removal will be the responsibility of the HOA created for the Wildhorses Development;

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D. A trail will be constructed through the open space to connect to the KLAIM trail network (exact location to be determined);

E. Compliance with all the Planning and Engineering staff reports.

The Parties expect that the general issues identified will be resolved after final plans are submitted in collaboration with Town Staff in a manner that meets the requirements of the HMC in the course of final approvals. Nothing in the above recommendations shall preclude Developer from securing final approval if Town Staff agree to alternatives as to an issue that otherwise meet the requirements of the HMC.

By way of example, if the Town Engineer and Town Planner agree to and approves an aesthetically safe alternative to a jersey barrier on the west side of the street going up the hill, the absence of a jersey barrier shall neither preclude approval nor require further modification of this Agreement.

**1.6. Architectural Guidelines**. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit J, as permitted by Utah Code section 10-9a-534(3)(d), and incorporated herein by reference. None of these guidelines supersede the Town's HMC standards. The Town of Hideout's Design Review Committee (DRC) shall have review authority.

**1.7. Subdivision Requirements**. All requirements for Preliminary and Final Subdivision must be submitted in accordance with the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas. Any disturbance in the Town-permitted construction staging areas, except as otherwise contemplated by the updated Concept Plan (Exhibit D) and the detailed slope map (Exhibit E) or final approval, shall be fully restored to existing conditions once use of the construction staging area is complete. The areas designated as "open space" shall not be disturbed in any way, including no allowance for construction staging. No fill is allowed anywhere on site unless needed to support structures or roads. Excess fill must be removed from the site in accordance with best practices.

**1.8. 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 in the areas designated as open space on the Concept Plan. 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 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.

**1.9. 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.

**1.10. Additional Specific Developer Obligations.** As an integral part of the

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consideration for this agreement, the Developer voluntarily agrees as follows:

**1.10.1.** **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 and/or sidewalks that connect to nearby residential development, as contemplated in the Concept Plan.

**1.10.2.** The developer agrees to construct the commercial building as conceptualized in Exhibit G in accordance with the Phasing Schedule included in Exhibit H.

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

**1.12.** **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.

**1.13.** **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.

**1.14.** **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.

**1.15.** **Mediation of Development Application Denials.**

**1.15.1.** **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.

**1.15.2.** **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

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opinion shall not be binding on the Parties.

**1.15.3. 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.

**1.16. 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 standards. It is anticipated at this time that all 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 until such time the roads are dedicated to the Town of Hideout. All roads will be dedicated to the Town subject to compliance with all engineering standards and shall be 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 or exceptions 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, 2029 (see Exhibit H). If Developer has not been declared to be currently in Default as of December 31, 2029 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2031.

**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).

**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. Snow removal shall be the responsibility of the private landowners and/or HOA. Road 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. 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 which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

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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 as required or set forth in this Agreement and the HMC. Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted, except as otherwise specifically identified in this Agreement, 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.

**3.13. Default**.

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**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 J) adopted by Hideout on _____, 20__

**3.20.** **Indemnification**.

**3.20.1.** Agreement. The Developer shall 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 arise out of rights or obligations secured by into this Agreement.

**3.20.2.** Third-Party Impact Fee Claims.

3.20.2.1.1. In the event that the Developer seeks a waiver or reduction of impact fees, the Developer shall indemnify, defend, and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities, or losses incurred by, asserted against, or levied against Hideout by a third-party arising out of the waiver or reduction of the Developer's impact fees.

3.20.2.1.2. In the event that a subsequent purchaser within the proposed development seeks a waiver or reduction of the impact fees, Hideout shall require the such subsequent purchaser to 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 by any third-party arising out of the waiver or reduction of the Developer's impact fees.

**3.21.** **Notices**. All notices required or permitted under this Agreement shall, in addition

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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 H) 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 Townstandards, 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 homeowner's association and shall be governed by appropriate restrictive covenants recorded against the same.

**5. List of Exhibits. NEED TO CONFIRM EXHIBIT LABELING IN BODY ONCE CONTENT IS FINALIZED, EXHIBITS E, F, AND G ARE NOT REFERENCED**

Exhibit A: Legal Description
Exhibit B: Deed Restriction on Property Adjacent to SR248
Exhibit C: Letter of Agreement with KLAIM –Emergency Management Services (EMS) Access Over HOA Property NEED AN EXHIBIT
Exhibit D: Master Concept Plan (Updated) 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 Conceptual Rendering

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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 NEED AN EXHIBIT
Exhibit L: Rezone Plan for Site NEED AN EXHIBIT

**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: _____
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 _____ )**

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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~~ (ALTA Survey included on the following page)

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

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)

# 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:

I, TYLER E. JENKINS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 4938730 IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, TITLE 58, CHAPTER 22, OF UTAH CODE; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17, OF UTAH CODE; AND THAT THE BOUNDARY CORNERS AND REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED.

### SURVEY NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO CORRECTLY IDENTIFY THE BOUNDARY LINES AND CORNERS OF THE PROPERTY DESCRIBED IN THE PROVIDED TITLE COMMITMENT, TO AID IN THE FUTURE DEVELOPMENT OF SAID PROPERTY.

THE FIELD DATA FOR THIS SURVEY WAS COLLECTED WITH A COMBINATION OF GPS (VRS) AND ROBOTIC TOTAL STATION METHODS. THE HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED FROM THE UTAH REFERENCE NETWORK (TURN) GPS WHICH PROVIDED DIFFERENTIALLY CORRECTED POSITIONS IN NORTH AMERICAN DATUM 1983 (NAD83) AND NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88). THE RAW DATA FOR THIS SURVEY IS THE UTAH STATE PLANE COORDINATE SYSTEM NAD83(2011) CENTRAL ZONE-4302 US FOOT, AS DETERMINED BY GPS OBSERVATIONS FROM (TURN) GPS.

THE BOUNDARY DESCRIPTION REPRESENTS THE EVIDENCE OF EXISTING RIGHT OF WAYS, OCCUPATION AND RECORDED SUBDIVISIONS WHICH THEN TIES TO EXISTING PLSS MONUMENTATION AND FOUND SURVEY BOUNDARY MONUMENTATION.

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

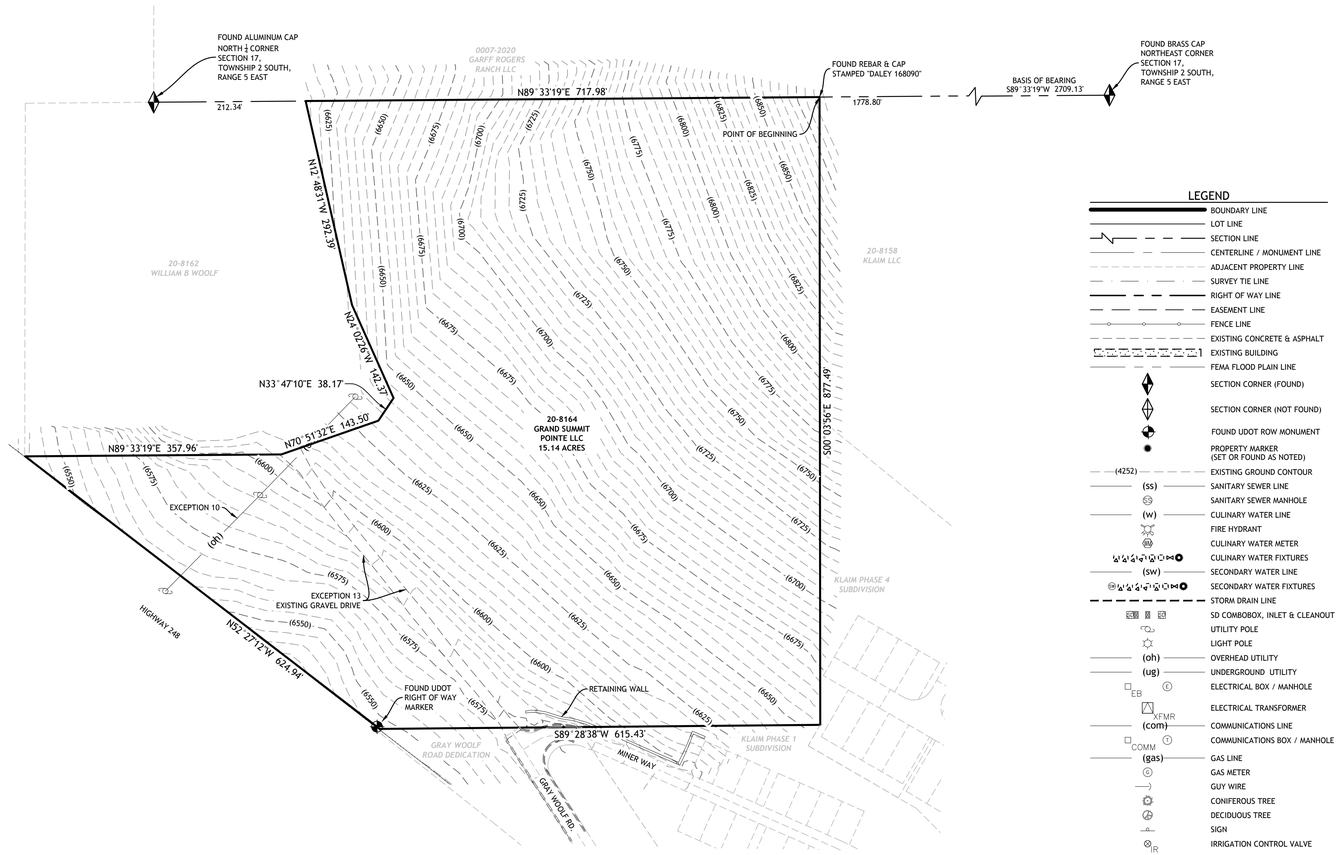
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5 AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 12, 2023.

DATE OF MAP: OCTOBER 12, 2023.

### GENERAL NOTES:

1. THIS SURVEY IS BASED UPON A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND COALITION TITLE AGENCY.
2. THIS SURVEY ADDRESSES SURVEY RELATED SCHEDULE B EXCEPTIONS TO COVERAGE, SEE THIS SHEET FOR EXCEPTION NOTES.
3. DOCUMENTS PROVIDED (P) AND RESEARCHED (R) IN THE PERFORMANCE OF THIS SURVEY ARE AS FOLLOWS:
   P1) TITLE REPORT COMMITMENT 2, COTTONWOOD TITLE INSURANCE AGENCY, INC. AND STEWART TITLE GUARANTY COMPANY, DATED JULY 19, 2023 - FILE NO.: 30434.
   R1) FEMA MAP NUMBER 49051C0025E - EFFECTIVE DATE, MARCH 15, 2012
   R2) KLAIM SUBDIVISION MAPS PHASES 1, 2, 3 AND 4.
   R3) WOOLF ROAD DEDICATION PLAT.
4. SUBJECT PARCEL IS LOCATED IN "ZONE X" OF SAID FEMA FLOOD MAP.
5. UTILITIES AS SHOWN HEREON WERE LOCATED BASED UPON VISIBLE IMPROVEMENTS AT THE TIME OF THE SURVEY. ADDITIONAL UTILITIES MAY EXIST.
6. THE HEREIN DESCRIBED LAND IS LOCATED WITHIN THE BOUNDARIES OF WASATCH COUNTY WATER DISTRICT NO. 1, JORDANELLE SPECIAL SERVICE DISTRICT, WASATCH COUNTY FIRE PROTECTION SPECIAL SERVICE DISTRICT, WASATCH COUNTY RECREATION DISTRICT, WASATCH COUNTY LEVY, WASATCH COUNTY SCHOOL DISTRICT, WASATCH COUNTY GENERAL HEALTH, WASATCH COUNTY FIRE PROTECTION DISTRICT, WASATCH COUNTY LIBRARY AND CENTRAL UTAH WATER DISTRICT.
7. ALL DIMENSIONS ALONG THE BOUNDARY ARE GAPS AND OVERLAPS BETWEEN THE BOUNDARY LINE AND EXISTING FENCE LINES.
8. NO PROPERTY CORNERS WERE SET IN RELATION TO THIS SURVEY. IT IS ANTICIPATED THAT PROPERTY CORNERS WILL BE SET WITH FUTURE DEVELOPMENT PLATTING.

**BASIS OF BEARING:**
SOUTH 89° 33'19"W BETWEEN A FOUND MONUMENT AT THENORTHEAST CORNER AND A FOUND MONUMENT AT THE NORTH ¼ CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN




LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE / MONUMENT LINE
- ADJACENT PROPERTY LINE
- SURVEY TIE LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- FENCE LINE
- EXISTING CONCRETE & ASPHALT
- EXISTING BUILDING
- FEMA FLOOD PLAIN LINE
- SECTION CORNER (FOUND)
- SECTION CORNER (NOT FOUND)
- FOUND UDOT ROW MONUMENT
- PROPERTY MARKER (SET OR FOUND AS NOTED)
- (4252) EXISTING GROUND CONTOUR
- (ss) SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- (w) CULINARY WATER LINE
- FIRE HYDRANT
- CULINARY WATER METER
- CULINARY WATER FIXTURES
- (sw) SECONDARY WATER LINE
- SECONDARY WATER FIXTURES
- STORM DRAIN LINE
- SD COMBOBOX, INLET & CLEANOUT
- UTILITY POLE
- LIGHT POLE
- (oh) OVERHEAD UTILITY
- (ug) UNDERGROUND UTILITY
- EB E ELECTRICAL BOX / MANHOLE
- XFMR ELECTRICAL TRANSFORMER
- (com) COMMUNICATIONS LINE
- COMM COMMUNICATIONS BOX / MANHOLE
- (gas) GAS LINE
- GAS METER
- GUY WIRE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SIGN
- IR IRRIGATION CONTROL VALVE

### RECORD LEGAL DESCRIPTION:

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 FEET; 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 9, 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) 492.51 FEET, 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 AT 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 292.39 FEET; 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.

### OVERALL AS-SURVEYED BOUNDARY DESCRIPTION GOLF COURSE PARCEL

LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE ¼, SAID POINT BEING SOUTH 89°33'19" WEST 1778.80 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17 AND RUNNING THENCE S00°03'56"E 877.49 FEET; THENCE S89°28'38"W 615.43 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N52°27'12"W 624.94 FEET; THENCE N89°33'19"E 357.96 FEET; THENCE N70°51'32"E 143.50 FEET; THENCE N33°47'10"E 38.17 FEET; THENCE N24°02'26"W 142.37 FEET; THENCE N12°48'31"W 292.39 FEET TO SAID NORTH LINE OF THE NE ¼ OF SECTION 17; THENCE ALONG SAID NORTH LINE N89°33'19"E 717.98 FEET TO THE POINT OF BEGINNING.
CONTAINS 15.14 ACRES IN AREA

### TITLE COMMITMENT 1 EXCEPTION NOTES:

EXCEPTION 10 - A POWER LINE EASEMENT AS DISCLOSED IN THAT CERTAIN RECORD OF SURVEY, DATED SEPTEMBER 13, 1993, BY MCM ENGINEERING, FILED OCTOBER 12, 1993, AS FILE NO. 145, IN THE WASATCH COUNTY RECORDER'S OFFICE.

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY.

EXCEPTION 11 - NOTICE OF RESTRICTIVE EASEMENT TO WILLIAM WOOLF, AN EASEMENT RESTRICTING HEIGHT OF STRUCTURES. 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. SAID EASEMENT RECORDED JUNE 9, 1999, AS ENTRY NO. 214950, IN BOOK 427, AT PAGE 156, WASATCH COUNTY RECORDER'S OFFICE

SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

EXCEPTION 12 - GRANT OF EASEMENT FROM THOMAS E. GILTNER AND ELIZABETH L. GILTNER TO WILLIAM WOOLF, RECORDED JUNE 9, 1999, AS ENTRY NO. 214951, IN BOOK 427, AT PAGE 158, WASATCH COUNTY RECORDER'S OFFICE.

SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

EXCEPTION 13 - GRANT OF LIMITED DURATION EASEMENT FROM THOMAS E. GILTNER AND ELIZABETH L. GILTNER, GRANTORS TO WILLIAM WOOLF, GRANTEE, RECORDED JUNE 9, 1999, AS ENTRY NO. 214952, IN BOOK 427, AT PAGE 160, WASATCH COUNTY RECORDER'S OFFICE. SAID EASEMENT SHALL BE FOR THE BENEFIT OF GRANTEE ONLY AS LONG AS THE ORIGINAL DRIVEWAY TO LOT 2A IS IN EXISTENCE IN ITS ORIGINAL FORM.

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY,

EDM Partners LLC
2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

NORTH

SCALE: 1" = 100'

0 50 100 200 300

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

10/20/2023
FOR REVIEW
DO NOT FILE SURVEY

PROFESSIONAL LAND SURVEYOR
4938730
TYLER E. JENKINS
STATE OF UTAH

ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: TEJ
REVIEWED BY:
REVISIONS:
No. DATE REMARKS

DATE: OCTOBER 2023

SHEET NUMBER: 1 OF 1

C:\Users\jdmon\EDM Partners Dropbox\Projects\Otto Walker Hideout\Survey\Grand Summit ALTA.dwg

**EXHIBIT “B”**

**EASEMENT FOR PARCEL 2B - PROPERTY ADJACENT TO SR248**

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 MBC
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 33°47'10" West 38.17 feet; thence South 70°51'32" 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 Thomas E Giltner

ELIZABETH L. GILTNER Elizabeth L. Giltner

STATE OF UTAH )
ss
COUNTY OF SUMMIT )

On the ____ day of May, 1999 appeared before me Mike W. Gilbert, 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 ( )

156

157

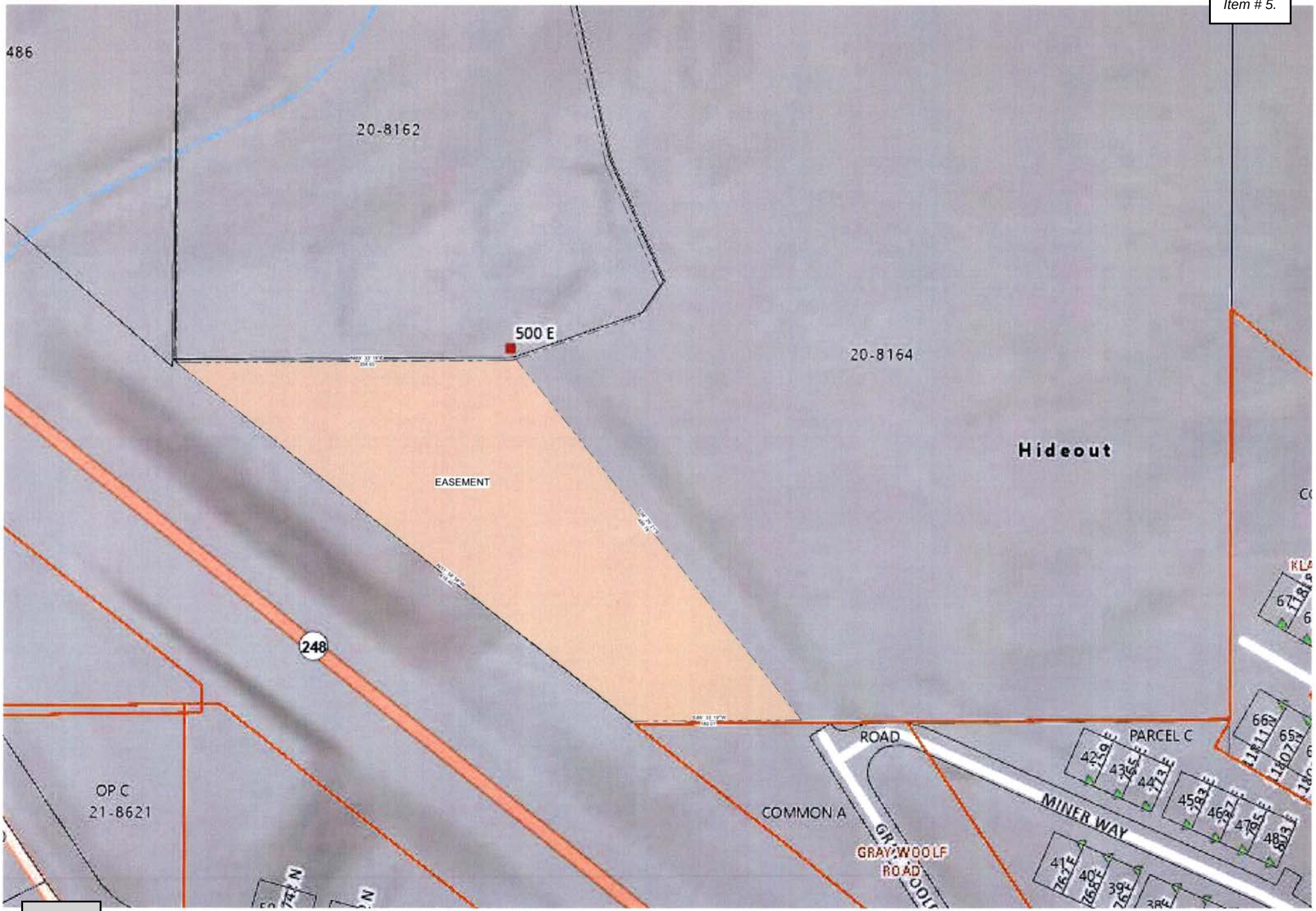
STATE OF Florida )
COUNTY OF Manatee (ss.

On the 7th day of June, 1999 A.D., personally appeared before me Thomas E. Giltner and Elizabeth L. Giltner, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.
FL D/L G435-825-27-077-0 & FL D/L G435-232-29-502-0

Nancy K. Steele
Notary Public NANCY K Steele

Nancy K Steele
My Commission CC578198
Expires Aug. 08, 2000

00214950 Bk 00427 Pg 00157


486
20-8162
500 E
20-8164
Hideout
EASEMENT
248
ROAD
PARCEL C
COMMON A
MINER WAY
GRAYWOOLF ROAD
OP C
21-8621

# WOOLF

Height Restriction Easement



**EXHIBIT "C"**

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

Forthcoming, signed document prior to Town Council Meeting

**EXHIBIT "D"**

**MASTER CONCEPT PLAN (UPDATED)**

0007-2020
GARFF ROGERS RANCH LLC

NORTH 1/4 COR SEC 17,
T2S, R5E, SLB&M
FOUND ALUM CAP

20-8162
WILLIAM B WOOLF

20-8158
KLAIM LLC

20-8164
GRAND SUMMIT POINTE LLC

**LOT 7**
0.73 acres

**LOT 6**
0.65 acres

16' RETAINING WALL
TOW: 6712.0
BOW: 6696.0

**OPEN SPACE**
5.52 acres

8' RETAINING WALL
TOW: 6714.0
BOW: 6706.0

**LOT 5**
0.64 acres

10' PUE

WILDHORSE WAY

**LOT 1**
0.81 acres

4' RETAINING WALL
TOW: 6696.0
BOW: 6692.0

**LOT 4**
0.63 acres

2.50' CURB & GUTTER

2.50' CURB & GUTTER

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

27.00' ROW

**LOT 12**
0.99 acres

**LOT 11**
0.40 acres

**LOT 3**
0.58 acres

**LOT 10**
0.35 acres

2.50' CURB GUTTER

**COMM ZONING NMU**
1.08 acres

5.00' CONCRETE SIDEWALK

**LOT 9**
0.28 acres

8' RETAINING WALL
TOW: 6658.0
BOW: 6650.0

RETAINING WALL DESIGN ALONG COMMERCIAL PARCEL TO BE FINALIZED WITH THE SITE GRADING.

**LOT 2**
0.84 acres

20' RETAINING WALL
TOW: 6666.00
BOW: 6646.00

6.5' RETAINING WALL
TOW: 6670.5
BOW: 6664.0

**LOT 8**
0.29 acres

150'

STATE ROUTE 248/US 189
(UDOT PROJ NF-61)

KLAIM PHASE 4
SUBDIVISION

KLAIM PHASE 1
SUBDIVISION

GRAY WOOLF
ROAD DEDICATION

COMMON A

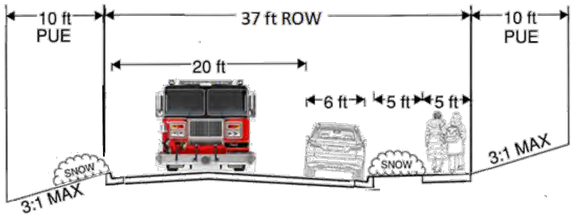
COMMON B

COMMON C

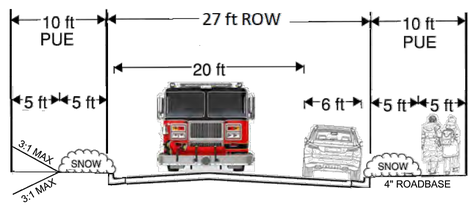
MINER WAY
(PUBLIC ROW)

GRAY WOOLF ROAD
(PUBLIC ROW)

NO-SIDEWALK-OR-PARKING-ON-ONE-SIDE ALTERNATIVE




NO-SIDEWALK ALTERNATIVE




NORTH

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

# HIDEOUT - WILDHORSE

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

CONCEPTUAL

| | |
|---|---|
| DATE: | July 11, 2025 |
| DESIGN BY: | KJM |
| DRAWN BY: | BRC |
| REVIEW BY: | |
| PROJECT NO: | HIDEOUT |
| ISSUE: | CONCEPTUAL |
| REVISIONS: | |

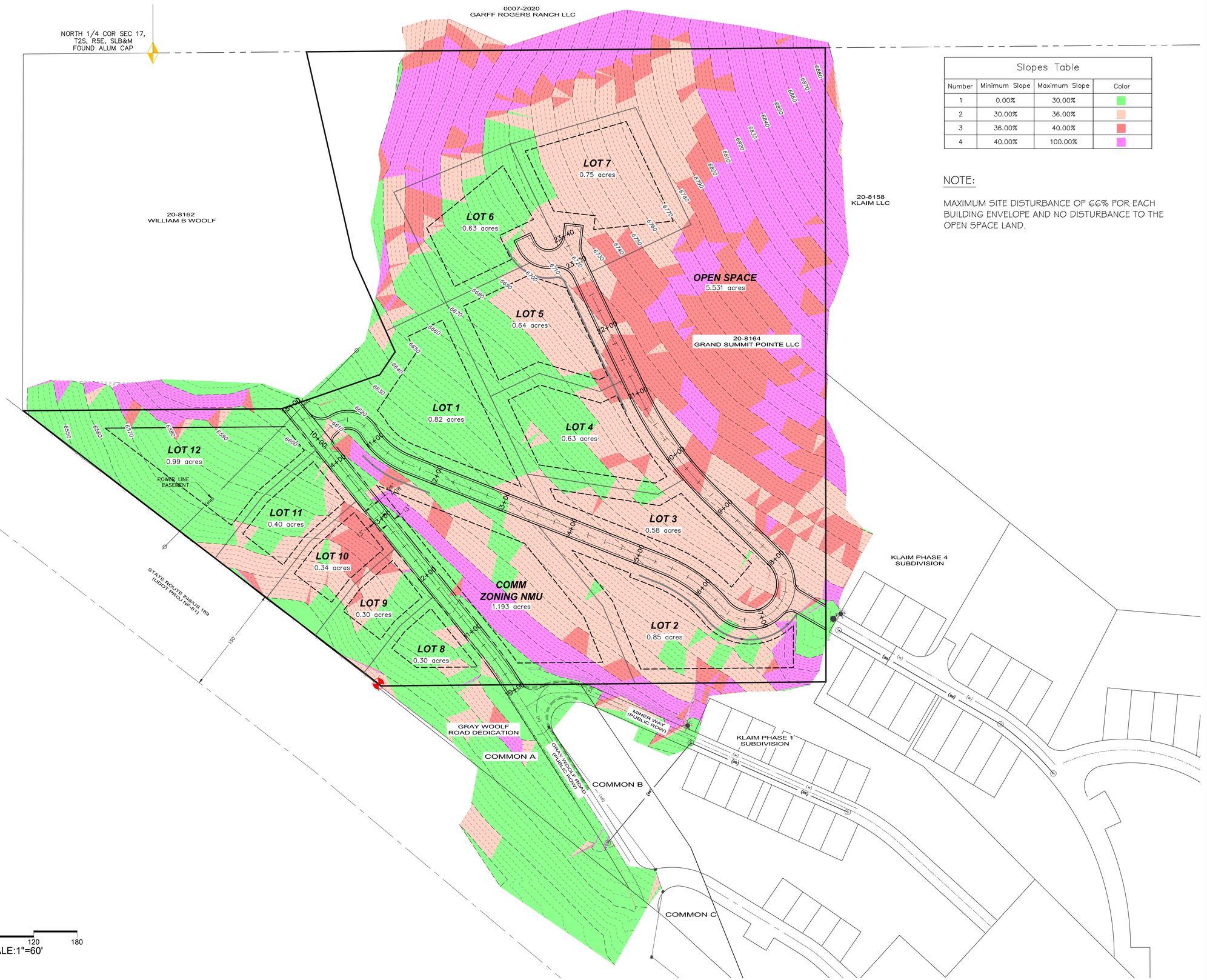
SHEET TITLE:
WILDHORSE
CONCEPT PLAN

SHEET NUMBER:
EXH-1

path: C:\Users\Owner\MDS Dropbox\Projects\117 Hideout - Wildhorse\06 Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: July 11, 2025 | plotted by: Owner

**EXHIBIT "E"**

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




| Slopes Table | | | |
|---|---|---|---|
| Number | Minimum Slope | Maximum Slope | Color |
| 1 | 0.00% | 30.00% | |
| 2 | 30.00% | 36.00% | |
| 3 | 36.00% | 40.00% | |
| 4 | 40.00% | 100.00% | |

NOTE:

MAXIMUM SITE DISTURBANCE OF 66% FOR EACH BUILDING ENVELOPE AND NO DISTURBANCE TO THE OPEN SPACE LAND.

# HIDEOUT - WILDHORSE

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

PRELIMINARY

| | |
|---|---|
| DATE: | April 08, 2025 |
| DESIGN BY: | KJM |
| DRAWN BY: | BRC |
| REVIEW BY: | |
| PROJECT NO: | HIDEOUT |
| ISSUE: | PRELIMINARY |
| REVISIONS: | |

SHEET TITLE:
WILDHORSE
SLOPE MAP & AREAS
TO REMAIN UNDISTURBED

SHEET NUMBER:
EXH

path: D:\MDS Dropbox\Projects\117. Hideout - WildHorse\06_Exhibits\
file name: Hideout - Wildhorse Subdivision Slope map.dwg | plot date: April 08, 2025 | plotted by: Ron

**EXHIBIT "F"**

**CONCEPTUAL DRAINAGE AND UTILITY PLAN**

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

NORTH

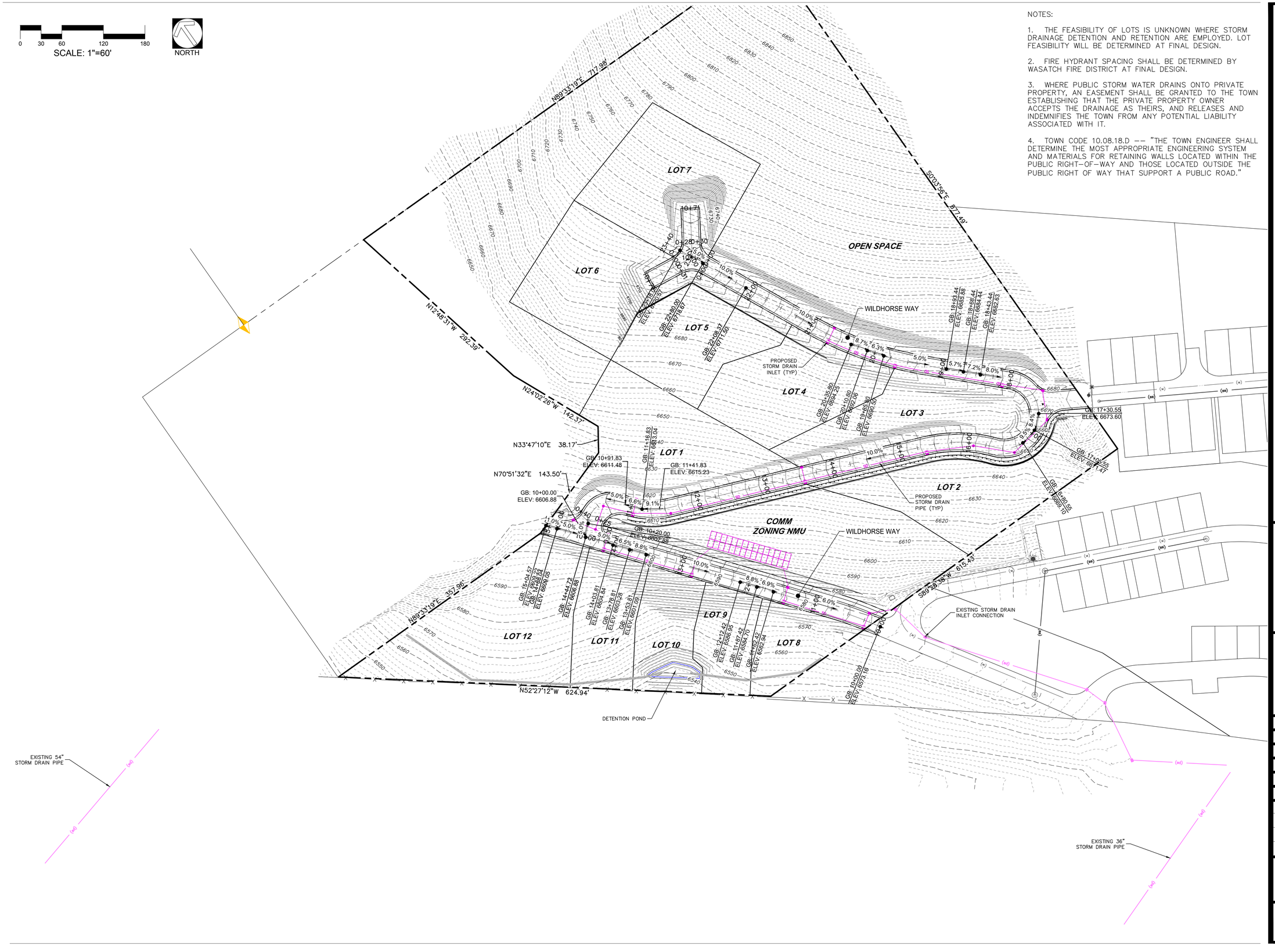
NOTES:

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."




HIDEOUT - WILDHORSE

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

CONCEPTUAL

| | |
|---|---|
| DATE: | July 11, 2025 |
| DESIGN BY: | KJM |
| DRAWN BY: | BRC |
| REVIEW BY: | |
| PROJECT NO: | HIDEOUT |
| ISSUE: | CONCEPTUAL |
| REVISIONS: | |

SHEET TITLE:
WILDHORSE CONCEPTUAL DRAINAGE PLAN

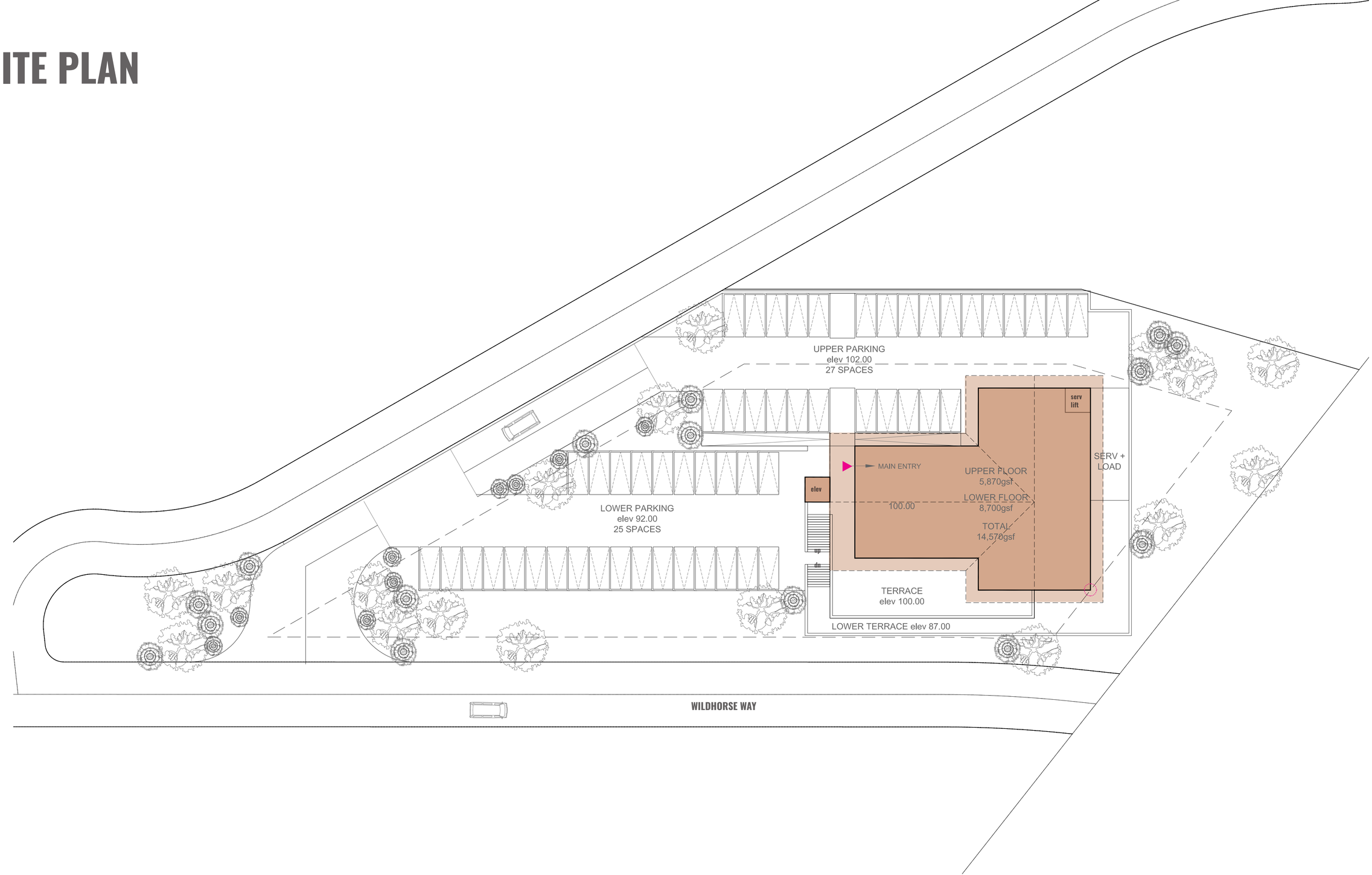
SHEET NUMBER:
SP-00

Path: C:\Users\Owner\MDS Dropbox\Projects\117_Hideout - WildHorse\01_Design\
File name: Hideout Site Plan.dwg | plot date: July 11, 2025 | plotted by: Owner

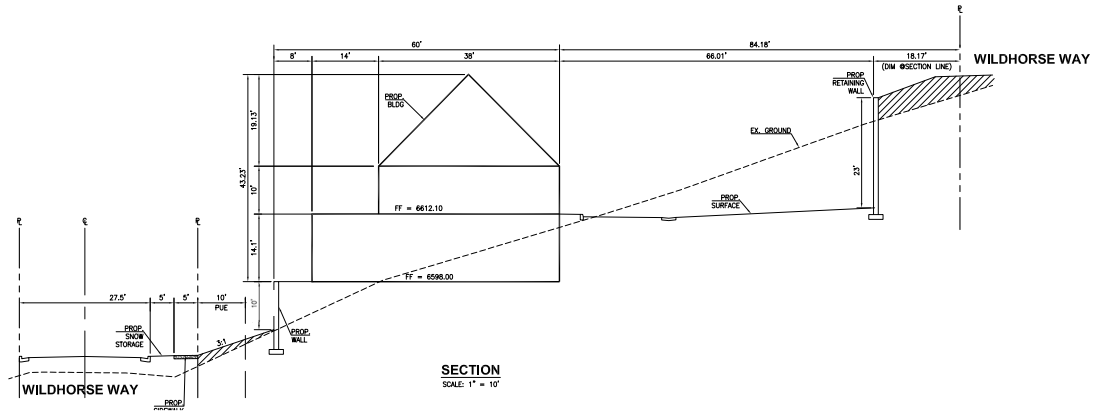
**EXHIBIT "G"**

**CONCEPTUAL COMMERCIAL SITE PLAN AND CONCEPTUAL RENDERINGS**

# SITE PLAN


UPPER PARKING
elev 102.00
27 SPACES
LOWER PARKING
elev 92.00
25 SPACES
serv
lift
MAIN ENTRY
elev
100.00
UPPER FLOOR
5,870gsf
LOWER FLOOR
8,700gsf
TOTAL
14,570gsf
SERV +
LOAD
up
dn
TERRACE
elev 100.00
LOWER TERRACE elev 87.00
WILDHORSE WAY


WILDHORSE




SECTION
SCALE: 1" = 10'

| NO. | DATE | REVISIONS | APPR. | DATE |
|---|---|---|---|---|

DRAWN BY: TDD DATE: 05/07/25
DESIGNED BY: TDD DATE: 05/07/25
CHECKED BY: DW DATE: 05/07/25

PREPARED BY:
Stantec
9665 GRANITE RIDGE DRIVE, SUITE 220
SAN DIEGO, CA 92123
stantec.com
DALE A. WATSON R.C.E. 59808 (EXP.12/31/26)

BUILDER/OWNER/DEVELOPER:
DEVELOPMENT ADVISORS
9475 SORI LANE
LITTLETON, CO 80126

CONTACT PERSON:
JERRY CRYLEN
CRYLENJC@ME.COM

**WILDHORSE PROVISIONS**
APPROXIMATELY 600 EAST HWY 248
HIDEOUT, UTAH

**SITE SECTIONS**

PLAN CHECK NO.
PROJECT NO.
SHEET C2 OF C3

JOB NO. 222702505

WILDHORSE

# Retaining Wall Construction



Wildhorse Commercial – Landscaped Exposed Natural Rock



## Precedent Imagery





**EXHIBIT "H"**

**PROPOSED PHASING SCHEDULE**

| Development Component | Commencement | Completion |
|---|---|---|
| Infrastructure | Q2 2026 | Q4 2026 |
| Wildhorse Commercial | Q2 2026 | Q4 2027 |
| Wildhorse Villas | Q2 2027 | Q4 2029 |
| Wildhorse SF Residences | ~~January 2026~~Q1 2027 | Variable based upon lot sales and construction timing |

* Any deviations from this Phasing Schedule greater than six months, must be approved by the Town Council. The Commercial development must ~~must be complete~~commence construction prior to the issuance of the ~~46~~4th Certificate of Occupancy (CO) for any residential unit and must be completed prior to the issuance of the 7th CO.

**Commented [TE3]:** There has to be a completion marker.

**EXHIBIT "I"**

**COPY OF PLANNING COMMISSION RECOMMENDATION FOR REZONING**

(To be inserted)

**EXHIBIT "J"**

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

(To be inserted upon completion)

**EXHIBIT "K"**

**DESIGN AND ARCHITECTURE GUIDELINES**

Being Revised/Updated

# Wildhorse Estates

## Design Guidelines

**10/2/2025**

WILDHORSE

The information herein is based on research by Wildhorse Estates development. We do not guarantee its accuracy and reserve the right to change any of the information without notice. Illustrations and renderings are artist's conceptions, are general in nature and are not intended to show specific or final work product.

Photographs used throughout show specific architectural style elements only and are not intended to depict complete or final home examples.

These materials are the property of Wildhorse Estates. These materials may not be copied, reproduced, scanned, altered, redistributed to a 3rd party, or used in any way, nor may they be used for any purpose by any person without the permission of Wildhorse Estates.

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January 2025

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# *Wildhorse Estates*

DESIGN OBJECTIVES

# Design Objectives for Wildhorse Estates

In Wasatch County, approximately 40 miles east of Salt Lake City along Highway 248, there's an environment where the natural beauty cannot be ignored. Situated with a view of the magnificent Wasatch Mountain range and Jordanelle Reservoir, you quickly realize this is an ideal lifestyle for anyone looking for a place to create a legacy home and reconnect with nature and loved ones.

Wildhorse Estates is a special place that allows individuals and families to get the most out of life and experience all that nature has to offer within an exclusive gated community. With seven estate lots and up to five villas or cottage units on over 15 acres, each home enjoys expansive views and spacious surroundings. This provides the freedom to enjoy the world around you, something so many communities are missing today.

You'll discover adventure all around, viewing the wildlife and habitat of the Rocky Mountains, within a community that embodies the harmony and delicate balance of nature. Wildhorse Estates provides the opportunity to create a custom home with a lifetime of memories to cherish.



# Design Objectives for Wildhorse Estates

Wildhorse Estates is located in Wasatch County, between Park City and Heber Valley. The immediate setting of this intimate community has a topography featuring natural open space and canyons. The Wasatch Mountains provide a dramatic backdrop. The objective of Wildhorse Estates is to create a community that captures the ideas of elevated pastoral living within an elegant enclave while preserving the natural surroundings and views. Lot sizes are generous, ranging from 0.50 acres to 2.23 acres and residential housing types are varied. The area is designed with respect to the natural topography and views to the surrounding natural canyons and hillsides.



# Design Objectives for Wildhorse Estates

## *Wildhorse Estates Mission Statement*

Neighborhoods can have a special quality that makes them appealing to live in and memorable to visit. Whether new, centuries or decades old, these neighborhoods have a timeless value as they retain their character and appeal in a world of change. What makes them so unique and durable?



Timeless neighborhoods and developments seem to have several common characteristics that give them lasting charm and grace:

- Their architecture is consistent, yet allows for subtle individual expression;
- They have a limited range of building materials that expresses their inner beauty and quality;
- They are designed with care and attention to detail.

In older communities, these characteristics evolved naturally – architectural practices were learned locally, a limited range of building materials were available nearby, and there was a strong tradition of formal street trees, and stately landscapes.



However, in today's mobile world, these constraints no longer occur naturally - we can obtain any building material from anywhere in the world, a designer can emulate any architectural style, and landscapes are generally an afterthought. The unfortunate result is that many neighborhoods are often a hodge-podge of individual architectural styles, materials and landscapes rather than a cohesive neighborhood. In their enthusiasm to innovate, to be "creative", many developments have created communities that lack neighborhood identity, comfort and appeal.

Wildhorse Estates is committed to creating an elevated community of custom homes that will be defined and discussed in these design guidelines.

# Design Objectives for Wildhorse Estates

In Wildhorse Estates, we have the opportunity to start afresh. We have the opportunity to design homes and a community that bring about a traditional sense of community and capture the grace, individuality and compatibility of a truly livable and memorable place. To achieve this, we have adopted these design guidelines that will assure a basic consistency to the Wildhorse Estates neighborhood with an updated mountain transitional feel. These Design Guidelines will ensure a cohesive neighborhood characterized by:

- An appropriate fit of the house to the lot and to the adjacent homes.
- Elevated Architectural elements
- Materials of permanence and quality such as walls of stone, divided lite windows, stone veneers, wrought iron fences and metal roofs.
- A lush native landscape setting that will accent and blend Wildhorse Estates homes into a unified neighborhood.

At Wildhorse Estates, our goal is to achieve a level of overall architectural unity that will allow variety and individual expression. It is also our intent to avoid incompatible architectural and landscape styles that will diminish the value of adjacent properties. The guidelines are few and relatively simple and still leave latitude in the design of individual homes. Further, variations to these guidelines may be considered on a case-by-case basis at the discretion of the Wildhorse Estates Design Review Committee (WDRC), if designs are demonstrated to be compatible with the overall Wildhorse Estates image.

# *Wildhorse Estates*

DESIGN Guidelines



## RESIDENTIAL ARCHITECTURE INTRODUCTION

Throughout the planning of Wildhorse Estates, the underlying design philosophy has been to create a community of character and quality that reflects the context of the region; the grandeur of the Wasatch Mountain range, and the pristine wildlife areas. The design character of Wildhorse Estates will be one of continuity, individuality, and compatibility.

The purpose of these architectural guidelines is to provide design direction for the integration of good architectural site planning techniques, well defined architecture and landscape principles.

This section will cover Architectural Design Core Criteria; Fit on the Lot, Roof Forms and Massing, Materials and Color, and Master Developer designated Architectural Styles.

When all of the design elements are implemented holistically, Wildhorse Estates will reflect the rich resources of the land and will maintain the integrity of its design theme.

Therefore, all builders and homeowners in this community will be required to meet the intent of the Wildhorse Estates Design Guidelines by employing these methods as contained herein and which may be amended from time to time at the sole discretion of the WDRC.



# 1. ARCHITECTURAL STYLES

### 1.1 A Touch of Mountain Charm.

Buyers must design homes with a more contemporary mountain home residential style; which has been defined into three overarching concepts:

- Mountain Transitional
- Mountain Farmhouse
- Mountain Modern

These styles of homes were chosen for their unique and timeless qualities as well as their site and massing qualities. Additional style descriptions and characteristics of each of the above styles can be found in Appendix 1.

In order to achieve diversity and interest in the Wildhorse Estates, builders are required to design elevations and floor plans specifically for this project and with this style in mind.







**Styles Not Permitted**

Dated styles or styles associated with distinctive climatic conditions such as:

- Adobe or Southwestern
- Spanish or Mediterranean
- Traditional heavy timber mountain
- Log Homes
- Colonial
- Victorian
- Traditional

or homes with geometric or free-form shapes, such as:

- "A" Frames
- Domes
- Barrel Vault
- Earth Integrated Homes

EXAMPLES OF STYLES TO AVOID



A Frame - No



All Brick Home - No



Adobe - No



French Chateau - No



High Pitch Roof - No

Mediterranean Home - No

# Design Guidelines for Wildhorse Estate

EXAMPLES OF STYLES TO AVOID



Single Story Ranch Home - No



Victorian Home - No



Mediterranean Home - No

## 2. "FIT" ON LOT

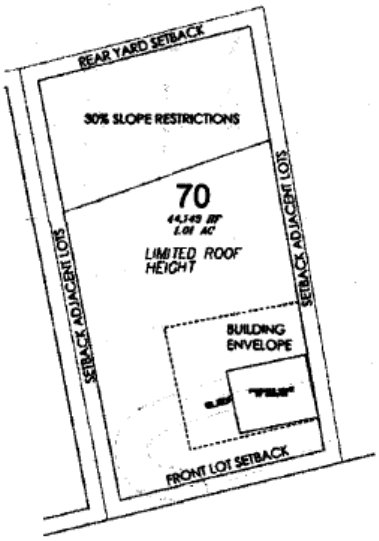
**Zoning**. Each lot owner should acquaint themselves and their home designer with the current requirements of this zone regulation. Over and above meeting design and building code requirements of the Town of Hideout, the Wildhorse Estates homes are required to also meet the following conditions:

**2.1** **Appropriate Lot.** To enhance views, and meet the changes of terrain most appropriately it is important to select the proper plan for each lot selection.

**2.2** **Setbacks and Lot Coverage.** Front, rear and side yard setbacks and lot coverage are established by the building envelope shown on the plat map for each lot. No part of the residential structure or accessory structure may extend beyond this envelope unless otherwise approved in writing and on final building plans by the WHDRC.

**2.3** **Building Height**. Heights of all dwellings at Wildhorse Estates shall be governed by Town of Hideout building codes. (For Individual Lot Specifications, See Appendix 2.)

**2.4** **Consolidation of Lots**. An owner may consolidate one additional adjacent lot to create a larger lot. This will require both WDRC and County approval (i.e., subdivision or lot line adjustment). Only one single family residence is permitted on a consolidated lot. Owner is required to complete and follow through with the process as outlined by the County code.




**Lot Development Controls**

Building envelope may be encroached by other lot issues that may impact layout and design.

**2.5** **Building Sizes.** The maximum and minimum total building floor area for each lot is shown in Appendix 2.

**2.5.1.** **Upper Levels**. The total 2nd floor area of all homes may not exceed of the ground level footprint. The maximum height of any main structure is as provided for in 2.2 above.

**2.5.2.** **Basements or Walk Outs.** Full or partial basements or lower levels (as approved by the WDRC) are required for all single family detached homes.

**2.6.** **Finished First Floor Standards**. Each home and lot is to be evaluated as to "an appropriate fit of the house to the lot and the adjacent home". The owner and design professionals for each home must submit to the WDRC a finished first floor height elevation that includes a certification of the County's requirements for grading, storm drain, sewer and basement. The guiding principle for setting the grade on each home is to have minimum elevation change from the existing grade, while still providing proper drainage to storm water and retention areas. All drainage and dirt must be retained on the lot and kept from eroding onto adjacent lots. Final Elevation of the home and grading is always subject to final grade approval by the WDRC and Town of Hideout.



Walk Out Lower Level



Upper Level Proportion

## 3. Major Roof Elements

**3.1** Roofs are major visual elements that contribute the strongest sense of an architectural unity and the dominant impact of a structure is the shape of the building and roof line. The roof form should be appropriate for each of the specific architectural styles found in these design guidelines.

**3.2** Long uninterrupted ridge lines are strongly discouraged and will not be permitted unless the WDRC determines that other building elements make the ridge line less conspicuous.

**3.3** Major roofs should be one of the following:

- Gable (including intersecting gable roofs);
- Partial and full Hip (and acceptable variations of Hip);
- Flat or Shed roofs;
  - Flat with stone or other covering, no black asphalt will be allowed on flat roofs without WDRC approval.

**3.3.1.** Roof types such as A frames, geodesic domes, barn-shaped or other extreme roof types are considered out of character and are prohibited.





Gable and Hip



Shed and Flat



All Hip

**3.3.2.** Major roofs should have a pitch of 4:12 to no more than 8:12. Flat roofs, up to a maximum of 30% of a structure's overall roof area, may be integrated into a residential structure. A minimum roof pitch of 2.5:12 may be allowed for certain architectural styles. (Exceptions are allowed for dormers, and other minor roof elements as approved by the WHDRC. See minor roof elements section 3.5.)

**3.4. Roof Materials.** Wildhorse Estates recommends metal, asphalt/architectural shingle, or slate roofing material. Wood surfaces may not be used on any building roof. The chosen major roofing material must be one of the following:

- Finishes without metal coatings or other finishes can be used.
  - Natural rusted metal
  - Zinc
  - Copper that will oxidize and turn bronze
  - Tern
- The following metals can be used for roof surfacing with Planning Commission approved of color and finish
  - Aluminum
  - Steel
- These different masonry tiles can be used as surfacing material with colors approved by WDRC.
  - Ceramic tiles
  - Slate
  - Concrete tiles
- Architectural grade asphalt - composition shingles are allowed but must not be reflective.
- All roof flashing colors must be harmonious with upper walls and roof. All types of barrel or S tiles, asphalt rolled roofing, or reflective metal surfaces is prohibited.

**Any other roofing materials must be submitted for approval, which approval will be determined on a case-by-case basis at the sole discretion of the WDRC.**

**3.4.1.1 Roof Colors.** Roof colors must be approved by the WDRC. No primary colors shall be permitted in roofing materials. The color of roofing materials shall be consistent with colors found in the environment and on the structure.

**3.5. Minor Roof Elements**

Minor roof features (dormers, porticos) must have a minimum pitch of 2.5:12 and may be as steep as 9:12 as long as roof is within height restrictions.

**3.5.1** Acceptable dormer forms are:

- Gabled
- Hipped
- Flat/Shed

**3.6. Exterior Roof Metal.** All exterior metal (i.e., flashings, gutters, chimney surrounds, roof vents, plumbing vents, eaves, fascia and soffit) should be anodized aluminum or copper. Other metals such as brass, bronze, zinc, aluminum, Corten and copper may be considered on a case-by-case basis. Exterior metal materials and samples must be included with applications presented to WDRC. In any event, the color palette for exterior metals shall be earth tones including black, unless otherwise approved by WDRC.

**3.7. Chimney Termination.** Chimneys made of stone, wood, and stucco are permitted. All exposed factory metal chimney terminations must be screened by approved architectural elements (i.e., copper, stone or metal flues).

**3.8. Fascia and Overhangs**. Roofs should overhang walls a minimum of 18 inches, with roof overhangs less than these required minimums requiring WDRC approval. Fascia and overhangs must be a minimum of 12" deep with a minimum eave overhang of 24".

# 4. WALLS

**4.1** **Wall Height.** Exterior walls visible from the street shall generally be one to one – and - a - half stories in height. That is, the massing of 1to 11/2 of the wall will not exceed 50% of the facade; the roof will extend down to at least the two - third point of the second story. This will require that the second story windows to be expressed as dormers, unless the main level is above a walk out lower level.

Exceptions to this rule will be:

- Gable end facades may extend to the ridge line.
- Relatively small sections of two - story walls will be permitted to provide variety to an elevation. As a guideline it is recommended that the two - story portion be no more than 25% of the front elevation, subject to WDRC approval.

**4.2.** **Colors**. Consistent wall materials and color schemes are important to the overall continuity at Wildhorse Estates. Continuity in use of wall material creates a sense of permanence and mass while allowing variety. To further this goal, the following criteria shall be met:

1. Each home shall have a minimum of 2- maximum of 4 colors ( i.e., body color, trim, and two accent colors).
2. Individual color schemes must be appropriate to the architectural style, see Appendix 1. Colors in general should not be in harsh contrast or compete with the colors of the surrounding natural environment.
3. No adjacent home shall have the same color scheme.

**4.3.** **Materials.** Wildhorse Estates has selected some basic wall materials including stone, metal, wood siding, and batten siding with specifications and requirements regarding materials and colors. All materials and colors must be submitted for approval to the WDRC with final plan submission.

**4.3.1.** **Stone.** The structure (minus windows, doors and associated trim) must be built with a total minimum of 25% of approved stone on the exterior. Each side of the exterior elevations shall have a minimum of 20% coverage in stone.

- Stone must be natural quarried stone. Cultured stone, river rock and cobble stone is not permitted. Stone must be in the appropriate proportion and scale for the style and elements to which it is being applied.
- The stone and pattern used for each home must be submitted to the WDRC for approval at the time of final submission of the plans. Stone submittal should include a sample of the proposed stone and its installation technique, along with a picture and/ or brochure of stone type installed on a wall.
- A request to use a s tone material other than the "approved stones" must be accompanied by a sample 4' x 4' panel constructed on-site for review by the WDRC.

**4.3.2.** **Stone**. Only natural quarried stone is to be used. The foundation should be expressed as stone. A limited range of stone is consistent with the theme of Wildhorse Estates:

- Stone with soft edges.
- Stones should be mildly variegated (a mix of slightly varying colors, rather than monochromatic).
- Stone may be used for accent features such as a chimney tower, window trim, or as otherwise approved by the WDRC.
- Colors should be earth-tone, in the warmer ranges of tan, brown, gray and warm olive. Stone color must complement the overall color scheme of the home. Other stone colors may be considered but must be presented to and approved by the WDRC prior to installation.

**4.3.3.** **Board and Batten, Metal or Wood Siding.** These are permitted and may be used for wall and accent surfaces. Color and style should match and complement the architectural style of the home. Walls can be surfaced with up to three (3) different materials.

**4.3.4.** **Stucco.** Use of stucco will be limited to a small percentage of the material selection. No more than 25% of the total major, including footage of windows and doors, is permitted to be stucco. Stucco must be at least four feet above natural grade. Stucco colors and styles should match and compliment the style of the home. Stucco finish and color should be approved at the same time as plan and material approvals. Stucco selection must be submitted at the time of application for review by the WDRC.

Stone Samples



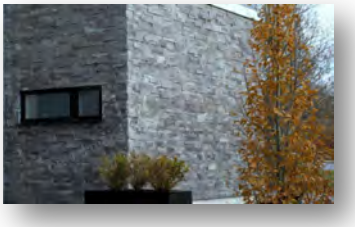
Sand stone



Grey Ledger



Mix Stone Look



Grey Stone

**4.4 Materials Not Allowed.** Exterior wall materials not allowed in the Wildhorse Estates include:

- Log Siding or Chinking
- Adobe
- Fiber Cement Siding (eg- Hardie Board)
- Concrete block
- "Brick Look" or Veneers Cultured Stone
- Quoining
- Manufactured vinyl or aluminum siding

**4.5. Columns.** If there are columns on the residential façade, whether load-bearing or not, they should be timber, metal and/or stone. That is, they must look structural and sized as if they are actually supporting the structure above them (i.e., roof or balcony). Avoid overly slender columns that are obviously decorative.

**4.6. Continuity of Materials.** Materials should be continuous around outside corners. A change in materials cannot occur at an outside corner. Wall materials and trim should be continuous on all elevations.

**4.7. Foundations.** It is important to visually connect exterior wall material to the ground. Specifically, exposed concrete foundation shall be the minimum required.by code. No more than six vertical inches of exposed concrete foundation will be acceptable. When exposed, foundation should appear like stone.

**4.8. Exterior Trim and Accents.** It is required that all trim and accents be darker color complements to the earth tone colors required for the walls. All materials should be stained or semitransparent, or natural.

**4.9. Balconies and Pop-Outs.** Any projections away from the main wall that are not touching the ground must have corbels or haunches underneath to emphasize the visual aesthetic that the projection is supported. This visually shows support of these elements and ties them back to the building. Balconies or pop-outs without columns are limited to 3-1/2 feet deep unless specifically approved by the WDRC.

**Commented [sf1]:** Yes or no to timber columns?



Finished First Floor

## 5. Windows & Doors

**5.1.** **Windows.** Typically the location of windows is determined by the practical considerations of room layout, furniture placement, views, and privacy. Design emphasis here should be of particular concern as windows play an important role in the exterior architectural character of single family homes. Within the appropriate style requirements, group and coordinate windows with other design elements to create a composition and sense of order. All windows must be of wood construction or aluminum clad exterior wood construction. Vinyl windows are not allowed.



Slider Window

**5.2.** **Window Panes.** Divided lite windows (composed of small panes divided by mullions and muntins) are required on a minimum of 30% of the window area on the front elevation of the house and 20% on side elevations, and a maximum of 50% ofwindow area on rear elevations. ~~(or any elevation of the house visible from the street). An average of 30% of the total window area on all other elevations taken as a whole must be divided lite windows.~~ Divided lite window mullions and muntins shall be exterior to the glass (not sandwiched between glass surfaces). Muntins must have a contoured shape (not flat strips). Window frames must be at least 3 to 4 times the width of the muntins.



Casement – Arch Divided

**5.3.** **Window Proportions.** All windows shall be proportioned to its respective elevations.



**5.4.** **Recessed windows and doors** are encouraged to create shadows, give deeper relief to the facades, and suggest structural strength. Doors and Windows should be recessed 2" to 4" minimum from the exterior wall face. Surface mounting windows using a mounting flange is prohibited.

**5.5.** **Glazing Materials**. Standard low-e glazing (glass) is approved. Mirrored or bronzed, glass coating is prohibited. Stained glass and leaded windows must be approved by the WDRC.

**5.6.** **Exterior Doors**. Main entry doors must be wood, metal or glass. Other door styles must be approved by WDRC

~~**5.7.** **Sills and Lintels**. Windows shall have wide sills (at least 8") and pediments of either cast concrete or stone to convey permanence. Heavy wood timber headers and sills are discouraged but may be approved on a case - by - case basis by WDRC.~~

**5.8.** **Shutters.** Exterior applied shutters are prohibited.




Not Allowed – Vinyl Windows



Not Allowed – White Windows



Not Allowed – Arch Windows

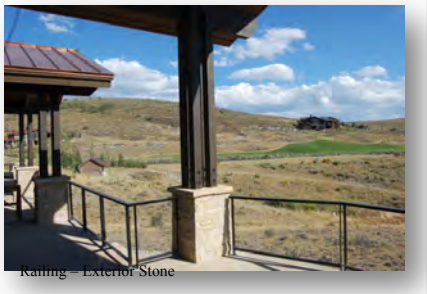
## 6. FENCING AND MAILBOXES

**6.1.** **Fences.** Property line fences are not allowed at Wildhorse Estates. Smaller fenced boundaries may be considered and will be approved on a case – by - case basis at the discretion of the WDRC

**6.2.** **Entry Columns.** Entry columns at driveways supporting gates shall be allowed only with approval by WDRC

**6.3.** **Mailboxes.** Wildhorse Estates will maintain and provide community clustered mailboxes. Individual mailboxes, parcel boxes, or newspaper boxes are not allowed.

**6.4.** **Decks/ Railings.** Wood, metal, glass, and some wood - like products may be used for these elements. Their use and design are subject to review and approval of the WDRC. All wood must be stained and sealed. Painted surfaces are not permitted. Vinyl railings are specifically prohibited and will not be considered.



Railing – Exterior Stone



Cedar Siding

# 7. GARAGE AND ACCESSORY STRUCTURES

**7.1.** Each home will have a private attached garage. Wildhorse Estates homes are required to have a minimum of 2-car garages and maximum 4-car garages. Entries to garages, where possible, shall be from a direction that is not exposed directly to the street. The home and front yard rather than the garage should be the primary emphasis of the front elevation. No more than 1/3 of garages (except swing-in) may be forward of architecture and may be no more than 10' in front of primary facade. All others must be recessed behind the primary front facade. No garage doors may be sited on rear 248-facing side of home

**7.2.** When siting or plotting the home on the site, refrain from strict compliance to minimum garage setbacks to avoid repetitious street scenes. Variable front yard setbacks are required, and variable side setbacks are encouraged. Typically, plans are to be reversed and plotted so that garages and entries are not adjacent to each other to create an undulating setback. Occasionally, this pattern should be interrupted to avoid monotony. Create attractive and comfortable street scenes and street space by de-emphasizing garages, implementing "architecture forward" and encouraging "comer-specific architecture."

**7.3.** Garage doors must incorporate the architectural style of the home. Garage doors must be custom doors. Doors may have windows, metal and real wood. Standard flat or paneled aluminum garage doors shall not be permitted.

**7.3.1.** Only one double bay garage door is allowed. Additional garage doors should each be single bay width or separated by a minimum of 18". Any exceptions to this provision must be included with the application to the WDRC and is subject to the WDRC's approval.



Garage



Detailed Garage

# Design Guidelines for Wildhorse Estates

**7.4.** **Garage Door and Garage Wall Design Fundamentals.** Each home planned and constructed at Wildhorse Estates shall consider and address the following garage door fundamentals into the design of the home.

**7.4.1.** **Shallow-Recess Garages**. No shallow recess garage face is permitted to be less than 12" behind the architecture or full porch (porch depth minimum is 6'-0"). A recess amount of 2' is preferred.

**7.4.2.** **Mid to Full Recess Garage**. Create plans that place garages at varied depths on the home site.

**7.5.** **Swing-In Garage** For three - car garages, the swing-in or side entry format is preferred. Swing-in garages greatly reduce the impact of the garages on the streetscape by providing the appearance of a living area with an enhanced window treatment.

**7.6.** When a three-car or four-car garage is planned, the impact on the streetscape can be minimized by allowing the 3rd and 4th car bays to be arranged by offsetting garage spaces and by using one-car garage doors for each additional car entry. In the case of 3 or more garage spaces, only one double door will be allowed.

**7.7.** Recreational Vehicle and Boat Storage. All RV's and boats should be stored in an offsite facility. When a home site is large enough to accommodate a recreational vehicle or boat parking, these vehicles may be on site temporarilyy, defined as less than 24 hours.



Screened from street



Hidden from Street

**7.8.** **Parking**. Adequate parking must be provided within each individual parcel as parking on adjacent collector streets is not permitted. Guest parking must be accommodated on the lot/driveway.

**Accessory Structures**. Detached structures (garages, offices, workshops, green houses, pavilions, sheds, and pet enclosures, etc.) are not allowed. WDRC may consider individual requests under extreme circumstances.



# 8. MISCELLANEOUS ELEMENTS

**Objective:** To utilize site elements and details that are consistent with the Wildhorse Estates style and are appropriate in this mountain environment.

**8.1** **Patio Furniture.** Exterior storage of patio furniture and outdoor living accessories in areas visible from off -site is allowed provided it meets the following requirements:

- If stored uncovered, the furniture is stored in the same locations as if it were in use.
- If stored with covers, the covers must be made from non-reflective material in dark, earth-tone colors.

Patio furniture and umbrella colors are to utilize subdued colors and shall be made of natural, high-quality materials when their location is visible from other residences or common areas. The WDRC reserves the right to reject any such items if it is deemed they are not consistent with the intent of these guidelines and the community's aesthetic objectives.

**8.2** **Sculptures and Artwork**. Sculptures and Artwork are allowed in rear yard only. All sculptures and/or artwork visible from adjacent residences or common areas must be approved by the WDRC prior to installation. No reflective materials or bright colors will be allowed in areas visible from the common areas or adjacent lots. The final design submittal is to include detailed information on size, location, materials, colors, mounting details and lighting.

**8.3** **Barbecues, Fire Pits and Heating Equipment.** Barbeques, Fire Pits and Heating Equipment are allowed in rear yard only Fire pits are to be permanently installed. Barbecues and heat lamps are to be built into walls or the overhead structures and be architecturally consistent with the residence. All equipment that is visible from other residences or common areas shall be non-reflective and have muted coloration.

**8.4** **Water Features**
Water features should be built into the natural landscape and subject to approval as part of the landscape plan.

**8.5** **Flagpoles, Antennae and Satellite Dishes.** Antennae and satellite dishes are subject to special review by the WDRC. They shall be installed so as not to be visible from any neighboring lot or common area. They shall be mounted in an inconspicuous manner, not located on ridgelines and painted or colored to match the adjacent background color to blend with the surrounding building. Freestanding flag poles are prohibited.

**8.6** **Address Markers.** An address marker may be located at the entry to the lot. The address marker design shall be reviewed and approved by the WDRC prior to installation. Materials, color and design shall be consistent with the architectural character of the residence.

**8.7** Exterior Recreation or Play Equipment. All exterior recreational or play equipment, such as swing sets, slides, play structures, jungle gyms and similar equipment, are prohibited.

**8.8** **Basketball Hoops.** Basketball Hoops and backboards are prohibited.



**9.** **Exterior Holiday Decorations.** The intent of this section is not to discourage decorating for holidays, but to ensure a tasteful and high quality decoration that is befitting to Wildhorse Estates. Holiday decorations shall be subtle and tasteful. Decoration displays shall not have a commercial appearance and shall not be "overdone" in brightness, size or visibility from the common areas. The Association reserves the right to prohibit any holiday decorations it deems inappropriate for the image of the Wildhorse Estates community.

Although holiday lights are allowed, no chasing, twinkling or blinking lights will be allowed. No exposed spotlights will be allowed. Luminaires will be allowed on walls, along driveways and patios but not on roofs or parapets. Paper luminaires with candles are not allowed due to potential fire danger. No inflatables are permitted.

Exterior holiday music is not allowed except for personal and social enjoyment within the outdoor living spaces, (i.e., patios, terraces, etc.), provided it does not disturb other owners and is in compliance with all other provisions of the CC&R's.

Holiday decorations will only be allowed per Town of Hideout Ordinance.

**ARE THESE GUIDELINES MORE OR LESS RESTRICTIVE THAN TOWN ORDINANCE?** between November 15th and January 10th. All decorations must be removed by January 10th. Decorations for other holidays may be installed no more than two (2) weeks prior to the holiday and must be removed within one week after the holiday.

## 9. EXTERIOR LIGHTING

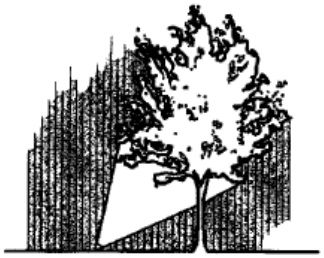
**Wildhorse Estates** is intended to be lighted adequately for safety and security. We desire to avoid bright, uncontrolled lighting that impacts adjacent residences or obscures the night sky. Light fixtures are highly visible elements that, if coordinated, can contribute to the overall character of the neighborhood at Wildhorse Estates. Exterior lighting is to be submitted and approved by WDRC with the Landscape Plan. All lighting must comply to Town of Hideout Dark Skies ordinance.

**9.1.** **Exterior Area Lighting**. Light sources that render near natural colors (such as LED with maximum 3000 K, or incandescent), are acceptable. Lights that cast a color (such as low-pressure sodium, high pressure sodium, or lights with colored filters) are not allowed.

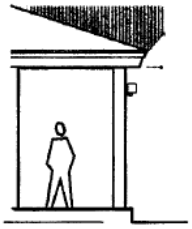
**9.1.1.** Avoid visibility of light source. Fixtures for area lighting or highlighting buildings or landscape should be shielded so as to not allow the light source (bulb) to be visible from, or cast light on, public areas or adjoining properties. It is required that lights shine in an indirect manner.

**9.1.2.** Light fixtures must be integrated into the architectural design of individual residences and constructed of non -- reflective materials.

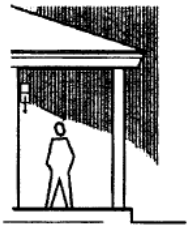
**9.1.3.** All exterior lighting shall be in compliance with Wasatch County Requirements, see section 16.21.16 of the Wasatch County Code.



Floodlights and lighting of whole building is NOT ALLOWED.



NOT ALLOWED: General, non-directional lighting that allows source to be visible

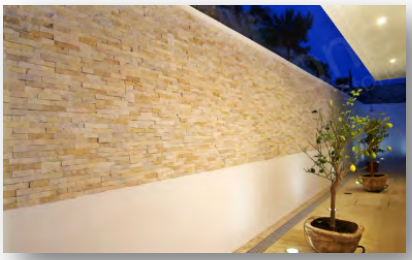


This illustrates an acceptable lighting method which is directional and controlled, concealing the light source.

## 10. SITE WORK AND LANDSCAPING

Wildhorse Estates should reflect a large percentage of its native landscape. Use of original vegetation, left undisturbed, is strongly recommended.

**10.1. Retaining Walls.** Retaining walls visible from any public area or from adjacent properties shall be one of the following: mortared stone or dry stacked (hidden mortar) stone. All stone must be natural. Cultured stone, concrete block and timber retaining walls are not acceptable. Retaining along major boulevards may not be more than 3' above or below the street. Board-formed concrete may be allowed with WDRC approval



Stack Stone – NEED TO REPLACE?

**10.2. Driveways.** Driveways shall be one of the following:

- Concrete unit pavers
- Colored or plain concrete (scored in panels of less than 100 sf)
- Textured, or stamped concrete
- Stone pavers
- Driveway materials pattern and color must be approved by the WDRC.
- Asphalt is not permitted.



Stone Wall

**10.3. Grading.** Each lot shall be graded to continue drainage ways across the property and to match the grades of adjacent properties and public areas. Must meet Wasatch County standards: slopes 3:1 max or less. All drainage and dirt must be retained on the lot and kept from eroding onto adjacent lots.



**10.4.** **Landscape Design.** Landscape plans should be prepared by a licensed landscape architect or contractor and follow principles of sound, attractive landscape design. The overall objective is to maintain a native and natural landscape with appropriate plant materials. Manicured areas are fitting in the front of the home surrounding the porch, walk, and driveway areas as well as areas immediately adjacent to the rear porch. Several specific requirements are mandatory. See Appendix 3.



**10.4.1.** Trees, shrubs and ground covers must be from the approved plant list. See Appendix 3.

**10.4.2.** A ratio of at least 50% evergreen plant material must be used to create landscapes with both summer and winter character.



**10.4.3.** The tree budget should be a minimum of one half of the total landscape budget.

**10.4.4.** Automatic irrigation systems are allowed and should be designed to promote efficient water use and assure the ongoing health of plant material in accordance with the Wasatch County Water Conservation Guidelines. Irrigation of native areas is only allowed as long as needed to re-establish the natural landscape.

**10.4.5.** Keep home within appropriate proximity to native vegetation to prevent natural hazards.

# *Wildhorse Estates*

REVIEW AND SUBMITTAL REQUIREMENTS

WILDHORSE

## 11. REQUIRED SUBMISSIONS

To achieve the foregoing objectives and principles, the Wildhorse Estates guidelines are intended to be used by:

- Property owners
- Architects/ Builders
- Landscape/lighting Architects

These Design Guidelines are binding upon all persons who desire to build at Wildhorse Estates to:

- Construct, refinish or alter any part of the exterior of any building;
- Make other improvements upon, under or above any property;
- Create, fill or make any changes in the existing surface, contour or drainage of the land; and/or install any utility line.

**11.1. Design Review Committee.** These guidelines will be administered by the WDRC, composed of professional designers and representatives of The Wildhorse Estates Design Review Committee.

**11.2. Basement and Site Drainage Conditions.** It is the owner's and contractor's responsibility to meet any and all of the State and County, as well as Wildhorse Estates', building requirements for basements and site drainage.

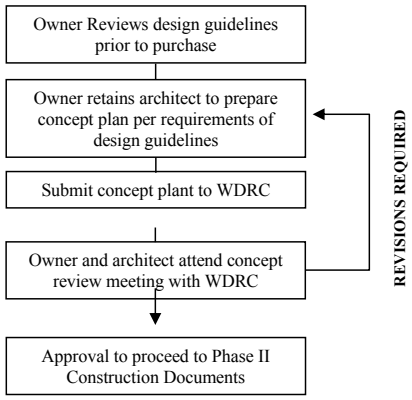
- All drainage must be directed to the street or retained on the lot and kept from eroding onto adjacent lots.

**11.3. WDRC & Design Review.** Wasatch County requires WDRC approval on the plans before accepting plans for City building permit review. The following process is designed to allow the homeowner and WDRC to reach agreement before significant expense has been incurred for detailed construction documents. The design review is a three phase process.

1. **Concept Design Review.** This phase assists the owner and their design team to understand the specific design requirements associated with the WDRC process.
2. **Construction Documents.** Upon successful completion of Phase I-Concept Design Review, the applicant can efficiently prepare construction documents for submittal to the WDRC and the County.

**11.4. Phase I-Concept Design**

**11.4.1. Phase I-Review Steps**



## Phase I – Submittal Requirements

**A.** Site Plan @ l"= 10'or greater scale on clearly legible 8-1/2" x 11" Letter Size Paper must include the following:

1. Property boundaries
2. Building envelope
3. Easements
4. Building footprints
5. Hard surface areas (driveways, patios, decks, walks, and steps)
6. Retaining walls
7. General grading to include existing and proposed finished grades at 2' contours
8. Lot number and subdivision identification
9. Top of foundation and final grade elevations (in relation to top back of curb). Note elevation change for stepping foundation, walk-out basements, etc.
10. Note: Wasatch County specifies the building height requirement as based off of the native grade and not any grade changes made through the building process.

**B.** Elevations @ 1/8"= 1' or greater scale and must include the following:

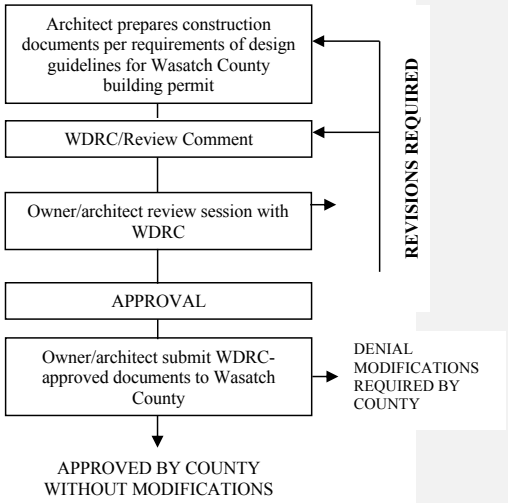
1. Exterior building materials (approximate representation and notes on drawings)
2. Heights of floors, ridge lines and eave lines
3. Window and door configurations
4. Dormers, skylights
5. Fences and walls
6. Front elevation must show height relationship of first floor to curb- on plot plans.

**C.** Building floor plans

**D.** Performance Bond

**11.5. Phase II-Construction Documents**

**11.5.1. Phase III-Review Steps**



## Phase II – Submittal Requirements

**A.** All documents required for County Building Permit

**B.** Site Plan at 1"-10' or greater scale and must include the following:

1. Property boundaries
2. Building envelope
3. Building footprints
4. Existing conditions (including 50' adjacent to lot)

- Paving
- Light fixtures
- Walks and paths
- Curb and streets
- Vegetation
- Water feature(s)

5. General grading to include existing and proposed finished grades at 1' contours.

**C.** Building floor plans at each level at ¼" = 1' or greater scale

**D.** Exterior elevations of all structures @ ¼" = 1' or greater scale and must include the following:

1. Materials rendered accurately
2. Spot elevations (main floor, ridgelines, eave lines, floors, etc.)
3. Exterior lighting plan

**E.** Landscape plan

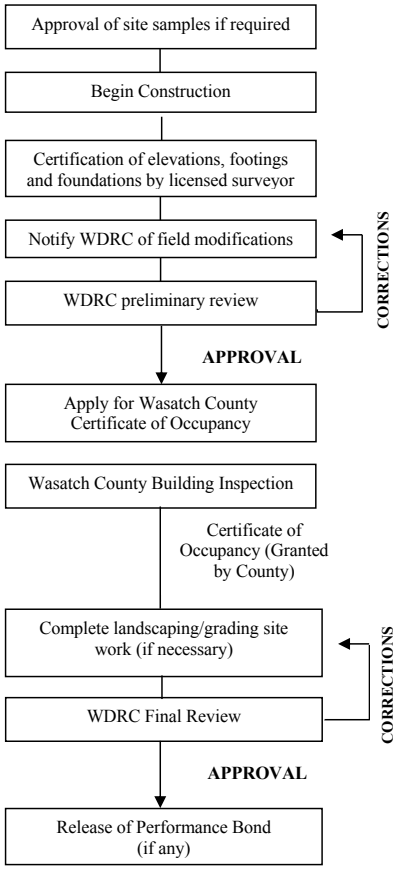
1. Plant materials at size within 10 years
2. Paving materials (walls, walkways, pools, patios, etc.)
3. Fences and walls
4. Exterior landscape lighting
5. Rocks and retaining walls

**F.** Material samples board and color rendering showing actual materials and mixture of colors (refer to example).

**G.** On site samples may be required by WDRC prior to approval.

## Phase III – Residence Construction and Final Approval

## Phase III – Review Steps




DISCLAIMER:

The Wildhorse Estates Design Review Committee is not responsible for reviewing, nor may its approval of any plan and or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with law. Each individual builder is responsible for all applicable permits and approvals from Wasatch County, and any other currently applicable agencies.

The Wildhorse Estates Design Review Committee reserves the right to waive or vary any of the guidelines set forth herein at its discretion. Furthermore, approval by the Wildhorse Estates Design Review Committee of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Design Guidelines shall not constitute

# *Wildhorse Estates*

APPENDICES

# *Architectural Style Elements*

APPENDIX 1

WILDHORSE

# Mountain Transitional – Style Elements

TO BE CLEANED UP

Form

- Main gable roof with intersecting gable roofs
- Dormer windows
- Shed roof pop-out

Colors

- Medium to light body colors
- Light earth tone bodies with contrasting or white trims
- Light or dark color accents

Roof

- 3:12 to 8:12 roof pitch
- Front to back main gable roof
- 24" overhangs
- Corten or copper accent roofing
- 40-50 yr. architectural composition shingles with Dura-ridge brand or equivalent brand ridge shingles.

Walls

- Horizontal siding on elevation
- All siding should be natural wood.
- Full wrapped horizontal siding on elevation

Windows

- Vertical multi-paned windows and single hung windows at front elevations and in high visibility public view areas
- Built - up header trims at front windows
- Color and style appropriate windows

Details

- Porches with shaped wood-like columns & knee braces & arches
- Porches with wood-like railings
- Min. lx4 window and door trim
- Layered header trims at front elevation
- Shaped wood-like window and door trim
- Stone chimney wrap

Entries

- Usually a turned roof to give a focal point to the entry and with a front covered porch
- Enhanced roof with decorative wood post supports surrounded by a deep, wrap around covered porch

Entry Doors

- Panel door with added upper lights and detail surround

Garages

- Carriage door style
- Recessed shallow
- Upper lights and windows
- Recessed mid-full

C

# Mountain Modern – Style Elements

Form
- Flat or shed roof with intersecting roof lines
- Dormer windows
- Shed roof pop-out

Colors
- Medium to light body colors
- Light earth tone bodies with contrasting or white trims
- Light or dark color accents

Roof
- 4:12 to 8:12 roof pitch
- Front to back main gable roof
- 24" overhangs
- Corten or copper accent roofing
- 40-50 yr. architectural composition shingles with Dura-ridge brand or equivalent brand ridge shingles.

Walls
- Horizontal siding on front elevation
- All siding should be stone, not stucco.
- Full wrapped horizontal siding

Windows
- Vertical multi-paned windows and single hung windows at front elevations and in high visibility public view areas
- Built - up header trims at front windows
- Color & style appropriate windows

Details
- Porches with shaped wood-like columns, knee braces and arches
- Porches with wood-like railings
- Stucco finish or horizontal siding wrapped chimney
- Min. lx4 window and door trim
- Layered header trims at front elevation
- Shaped wood-like window and door trim
- Stone chimney wrap
- Wood-like pot shelves

Entries
- Roof to give a focal point to the entry and with a front covered porch
- Wrap around covered porch

Entry Doors
- Panel door with added upper lights and detail surround

Garages
- Carriage door style
- Recessed shallow
- Upper lights and windows
- Recessed mid-full

# Utah Mountain Contemporary – Style Elements

Form
- Refer to Style pages 11-12

Colors
- Wide range of light earth tones and contrasting trim
- Natural wood tones
- Wide range of medium to dark earth tones and contrasting trim

Roof
- Hip gabled, shed or flat roof design with boxed stucco soffits and one major cross gable or hip roof. May include shed roof forms on single story elements
- 2:12 to 8:12 roof pitch
- 36" overhangs
- Corten or copper metal accent roofing
- 40-50 yr. architectural composition shingles with Dura-ridge brand or equivalent brand ridge shingles

Walls
- Blending stone or siding w/ stucco
- Fine to light sand or light lace stucco finish
- Smooth stucco finish

Windows
- Vertical windows at first floor, vertical and/or banded or ganged horizontal windows at second floor
- Color and style appropriate windows
- A wide variety of mullion patterns allowed

Details
- Dominant covered entry element with stone columns base
- Broad flat chimney with detail
- Architectural elements that express the structure should be stockier
- Stone/ metal accents
- Substantial entry element
- Trim detailing around entry doors & windows
- Triangulated knee braces
- Exposed drafter tails
- Step up full porch
- Substantial glazing elements w/ enhanced trim
- Balcony w/ wood railed edge

Entries
- Long, horizontal, hipped roof treatment.
- Large square columns.
- Horizontal shingle or lap siding.
- Some stone accents
- Extensive use of horizontal stone.
- Large square or tapered columns

Entry Doors
- Horizontal orientation of surface material.
- Flush horizontal trim boards
- Upper square lights and decorative hardware

Garages
- Horizontal orientation of surface material and carriage door style panel detailing
- Horizontal glass pattern in the upper glass lights.
- Horizontal wood trim boards

# *Lot Data and Maps*

APPENDIX 2

WILDHORSE

# Appendix for Wildhorse Estates



| **SITE Lot Size** | | |
|---|---|---|
| | | |
| LOT # | SQ. FT. | ACRES |
| 1 | 30,657 | 0.70 |
| 2 | 33,885 | 0.78 |
| 3 | 36,908 | 0.85 |
| 4 | 21,784 | 0.50 |
| 5 | 22,345 | 0.51 |
| 6 | 22,199 | 0.51 |
| 7 | 22,501 | 0.52 |
| 8 | 96,922 | 2.23 |
| Parcel C/D | 169,295 | 3.89 |
| Parcel B1 | 13,455 | 0.31 |
| Parcel B2 | 13,455 | 0.31 |
| Parcel B3 | 13,455 | 0.31 |
| Parcel B4 | 13,455 | 0.31 |
| Parcel B5 | 13,455 | 0.31 |
| Parcel A | 34,220 | 0.79 |
| | - | - |
| Comm'l / Retail | 53,582 | 1.23 |
| Roadway | 50,259 | 1.15 |
| Total | | 15.19 |

# *Landscape Maintenance Guidelines*

APPENDIX 3

WILDHORSE

# Landscape Maintenance Guidelines for Wildhorse Estates

**Introduction**

Utilization of the following guidelines will improve efficiency and reduce overall maintenance costs while creating a more aesthetically pleasing and environmentally sound landscape.

**General Maintenance Guidelines**

- All paper, trash, debris, and unsightly items shall be picked up and disposed of from all areas.
- Replace topsoil, mulch, etc. lost from washouts and reconstruct grade failures.
- All planting areas and lawns shall be weeded as necessary to maintain a clean and weed-free condition. Weeding shall be implemented by chemical or mechanical methods.
- Maintain mulch in a clean and neat condition with a minimum of three (3") inches coverage over all planter beds and tree wells. Restore as necessary with mulch, which is clean and free from foreign material and seed. Mulch shall match that of the initial installation.
- Fertilizer shall be applied according to manufacturer's specifications and/or maintain plant material in a vigorous, thriving condition.
- Any dead or severely damaged plant material shall be removed and replaced with the same material and size as the original installed.

Careful inspection of plants shall be undertaken on a monthly basis. Spraying of insecticide/ miticide or fungicide shall only be done in response to a particular problem. Spraying shall be done in accordance to manufacturer's specifications by a licensed applicator. Products leaving an undesirable odor or residue shall not be used. Spraying must get approval from WDRC.

**Irrigation System Maintenance**

- Irrigation shall be cycled to provide deep-water saturation and to minimize runoff and erosion. Watering cycles shall be adjusted to seasonal and micro-climate requirements and operate prior to sunrise.
- All lawn and turf areas are to receive 100% head-to-head coverage by use of rotors and/or pop-up sprays. All planter beds are to be watered using drip irrigation.
- Rigid risers for sprinkler purposes shall not be allowed.
- Irrigation systems, including pump stations and deionization units shall be maintained in proper working order at all times. Necessary repairs shall be made immediately.
- Sprinklers shall be adjusted as necessary to correct overspray on all paved areas and structures.
- A start up and shut down process shall be carried out each season. This process shall involve draining the system of any water (including the backflow preventer) at shut down and at start up closing/sealing system to allow pressurization.
- All irrigation controllers shall be checked monthly for functionality. Controller back-up batteries shall be checked monthly for proper charge and replaced when necessary.
- Any broken parts of sprinkler system shall be repaired quickly and with parts of equal or greater quality.

# Landscape Maintenance Guidelines for Wildhorse Estates

**Trees**

**Mulching**
Use at least (3") inches thick of organic mulch material in at least a 2-foot radius around the trunk of a deciduous tree. Use at least three (3") inches thick of organic mulch material at least to the drip line of a conifer tree. Replenish as required.

**Pruning**
As a general rule all pruning shall be Natural Target Pruning as defined by the International Society of Arboriculture. Pruning within the first 3-5 years of a newly planted tree should be kept to a minimum, except to remove dead material, crossing branches or damaged branches. After 3-5 years a tree may be pruned to reduce foliage density, promote flowering, or correct storm damage.

**Staking**
Trees should be staked upon installation to help support tree during establishment. Remove all staking as soon as trees can support themselves. Timing varies by species and plant age; however, a general rule is 1-2 years after planting.

**Shrubs**

**Fertilization**
A broadleaf weed pre-emergent for shrub beds shall be applied in early to mid-April every year to assist in keeping weeds to a minimum. Reapply as needed during the rest of the year.

Fertilize in early spring before the plant leafs are out (February or March). Broadleaf evergreen and other acid loving plants shall be fertilized with an appropriate acid fertilizer. Make an additional application, in early summer, of a slow-release organic fertilizer, if plants appear chlorotic or show yellowing of new growth; apply chelated iron as per manufacturer's recommendations on package.

**Mulching**
Mulch all shrub beds with three (3") inches of organic mulch material. Replenish as required.

**Pruning**
As a general rule all pruning shall be Natural Target Pruning as defined by the International Society of Arboriculture. Pruning shall be done only to remove dead or diseased branches or to improve shape and structure. Avoid gouging and clipping hedges too closely as it is unsightly and harms the plant.

# Landscape Maintenance Guidelines for Wildhorse Estates

## Groundcovers

**Fertilization**
A broadleaf weed pre-emergent for shrub beds shall be applied in early to mid-April every year to assist in keeping weeds to a minimum. Reapply as needed during the rest of the year.

**Mulching**
Mulch all groundcover with three (3") inches of organic mulch material. Replenish as required.

**Trimming**
Groundcovers should only be trimmed when they overgrow their planter bed or to remove dead or damaged branches. As a general rule, do not mow groundcovers. Some species do respond to the rejuvenating effects of mowing.

## Turf grass

**Aeration**
Aeration is not allowed per Town Code. ~~Turfgrass areas in regions of clay, caliche, and highly compacted soils require regular aeration. Aeration should be accomplished in the early spring or before soils freeze in late autumn in colder climates. Aeration should be done at least two times a year.~~

**Fertilization**
Fertilizing shall take place three times throughout the year. First, between March 15th and April 15th a pre-emergent for crabgrass combined with an ammonium sulfate fertilizer shall be applied as per manufacturer's specifications. Second, between June 15th and July 15th, a sulfur coated ~~u~~area or other slow release equivalent shall be applied as per manufacturer's specifications. Third, between August 15th and September 15th a mixture of approximately 75% ammonium sulfate and 25% ammonium nitrate shall be applied as per manufacturer's specifications.

Apply a broadleaf weed spray once in May and then again in September to assist with weed suppression or as needed.

**Mowing**
Mowing is not allowed per Town Code. ~~Mowing shall occur on a regular basis to maintain the turf at a height between 2-1/2" - 3-1/2". Turfgrass mowing should be accomplished as required to maintain aesthetic appeal and vigor. As a general rule, never trim off more than 1/3 the height of a grass blade. The direction of mowing shall be alternated weekly.~~

~~If more than an inch of length is being trimmed, bagging shall be required. All material being bagged shall be removed from site and not thrown onto adjacent property. Otherwise, all mowing shall be carried out with mulching mowers.~~

**Trimming and Edging**
All edges between grass, shrub beds, paved surfaces and structures shall be maintained by using a sharp edging tool at least once a month.

Weed eating shall not come within 6" of any tree trunk. Excess grass from mowing and trimming that falls on pavements or roads shall be cleaned and removed from site.

# Landscape Maintenance Guidelines for Wildhorse Estates

**Perennials**

Perennials are a diverse assortment of plants. Typically, perennials have one blooming season each year. After blooming, the plant may continue to grow; it might hibernate and virtually disappear, or it may retain the same appearance throughout the year. Most perennials are grown for their flower color or interesting foliage.

**Fertilization**

A broadleaf weed pre-emergent for shrub beds shall be applied in early to mid-April every year to assist in keeping weeds to a minimum. Reapply as needed during the rest of the year.

Fertilize in early spring before the plant leafs out (February or March). Broadleaf evergreen and other acid loving plants shall be fertilized with an appropriate acid fertilizer. Make an additional application, in early summer, of a slow-release organic fertilizer, if plants appear chlorotic or show yellowing of new growth; apply chelated iron as per manufacturer's recommendations on package.

**Mulching**

Mulch all perennials with three (3") inches of organic mulch material. Replenish as required.

**Walkways**

All paved walkways, and other paved areas shall be kept in clean and neat conditions, free of all trash and debris. Sweeping of these areas shall be necessary to avoid sediment build up and debris collection along curbs and wheel stops. Asphalt and concrete walks and paths may require repair of cracks, rejuvenation by spray sealing, or even replacement as they age. Consult with a civil engineer to determine the most efficient and appropriate method of maintenance.

**Fire Suppression**

All weeds in vacant lots shall be maintained so that height shall not exceed twelve (12") inches. All cut material over twelve (12") inches shall be removed from site as to not pose a fire hazard.

# *Construction Regulations*

APPENDIX 4

WILDHORSE

# Construction Regulations

**TO BE UPDATED**

**Pre-Construction Conference**

Prior to commencing construction, the Builder must meet with an authorized representative of the WDRC to review the approved Final Plans, the Construction Area Plan, the Construction Regulations, and to coordinate scheduling and Construction Activities with the WHDRC. At this meeting, the Builder and Owner must bring a copy of the Building Permit issued and any related use permit from the appropriate local jurisdictional authority.

**Construction Area**

Prior to the commencement of any Construction Activity the Builder will provide the WDRC, for its approval, with a detailed plan of the proposed Construction Area showing the area in which all Construction Activities will be confined and how the remaining portions of the Lot will be protected. This Construction Area Plan will designate the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/structure, dumpster, debris storage, firefighting equipment, utility trenching, and limits of excavation and erosion control.

The Builder shall be responsible for repair of any damage to Common Area or Developer installed irrigation or landscape to the satisfaction of the WDRC. There shall be no staging of construction equipment or materials on adjacent Lots to the Owner's Lot. All staging within Wildhorse Estates must occur on the Owner's Lot.

**Fencing Requirements**:
The Plan shall identify the area to be fenced with chain link or tan shade screen fencing or similar methods acceptable to the WDRC for the protection of existing landscaped areas, to screen Construction Activities and to control dust. Such fence or screening material shall be maintained in good condition during the course of construction of the Residence and related Improvements. One entrance into the fenced enclosure shall be located at the driveway entry.

Care must be taken to avoid or, if unavoidable, to minimize the visual impact of the Construction Area on neighboring Lots, Common Areas and roads.

Prior to construction, all side yard planting and streetscape elements will be photo-graphed by WDRC to record existing site features.

**Access to Construction Area**
Wildhorse Estates requires all Builders to comply with the following

1. Identify all vehicles entering Wildhorse Estates with the Builder's name and job site
2. Enforce hours of access, speed limit and route of travel on the Wildhorse Estates road system as specified by the WDRC
3. Limit access to the Construction Area only on designated routes as specified by the WDRC
4. Consolidate all deliveries of materials and equipment to the extent feasible

# Construction Regulations

**Builder's Deposit**

After the WDRC approves an Owner's proposed Construction Area Plan as described in Section 8.2, and prior to commencing any Construction Activity, a Builder's Deposit shall be delivered to the WDRC, on behalf of the Association, as security for the project's full and faithful performance of its Construction Activity in accordance with its approved final plans. This Builder's Deposit shall be a cash bond. In addition, the Builder's Deposit may be drawn upon to pay for repairs to adjacent Lots and/or Common Areas damaged during Construction.

The amount of the Builder's Deposit shall be $10,000 per Lot or such greater amount as determined by the WDRC for all Lots within Wildhorse Estates. This amount may be adjusted annually by the WDRC.

As noted above, the WDRC may use, apply or retain any part of a Builder's Deposit to the extent required to reimburse the WDRC for any cost that the **WHDRC** may incur on behalf of the project's Construction Activity. Any monies shall be reimbursed to the WDRC for any fees incurred by the WDRC to restore the Builder's Deposit to its original amount. Construction Activity shall be halted until the Builder's Deposit is brought up to the original amount. The WDRC shall return the Builder's Deposit to the Owner within 45 working days after the issuance of a Notice of Completion from the WDRC.

**Vehicles and Parking Areas**

Only vehicles, equipment and machinery that are essential to any Construction Activity may park within the Construction A WDRC rea or such other specific area designated by the WDRC so as to minimize potential damage to existing vegetation, utilities, landscape or other Improvements.

**Storage of Materials and Equipment**

All construction materials, equipment and vehicles will be stored within the fenced boundary of the WDRC-approved Construction Area. Equipment and machinery will be stored on-site only while needed.

**Construction Activity Times**

The times of construction will be limited to

Monday – Friday 7:00 a.m. – 6:00 p.m.

Saturday 8:00 a.m. – 5:00 p.m.

Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval of the WDRC. No personnel are to remain at the Construction Site after working hours.

**Construction Trailers and/or Temporary Structures**

Any Owner or Builder who desires to bring a construction trailer or the like to Wildhorse Estates must obtain written approval from the WDRC. The WDRC will work closely with the Owner and/or Builder to site the trailer in the best possible location to minimize impacts to the site and to adjacent Parcel Owners. All such facilities will be removed from the Lot prior to issuance of a Certificate of Occupancy. It is encouraged that construction trailers be painted colors that will not stand out in the landscape. For example: Shades of brown, green, grey and beige. Colors not permitted are: Shades of white, yellow, black, orange, purple, blue and other bright colors.

Temporary living quarters for the Owner, Builder or their employees on the Lot will not be per-mitted.

# Construction Regulations

**Sanitary Facilities**

Sanitary facilities must be provided for construction personnel on-site in a location approved by the WDRC. The facility must be located in an area on-site that does not impact adjacent Residences and roads, maintained regularly, and be the color "Tan".

**Debris and Trash Removal**

Contractors must clean up all trash and debris on the Construction Site at the end of each day. Trash and debris must be removed from each Construction Site at least once a week and trans-ported to an authorized disposal site. Lightweight material, packaging and other items must be covered or weighted down to prevent wind from blowing such materials off the Construction Site. Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in the Wildhorse Estates community. During the construction period, each Construction Site must be kept neat and tidy to prevent it from becoming a public eyesore or affecting adjacent Lots. Dirt, mud or debris resulting from activity on each Construction Site must be promptly removed from roads, open spaces and driveways or other portions of Wildhorse Estates. All excess earth generated by trenching and approved grading activities must be removed from the site. Any cleanup costs incurred by the WDRC or the Association in enforcing these requirements will be taken out of the Builder's Deposit or billed to the Owner as needed. Waste removal shall be in compliance with the approved Wildhorse Estates's Environmental Impact Report.

**Hazardous Waste Management**

In order to be able to respond and monitor hazardous material use and/or spills, the Contractor shall comply with the following criteria listed below:

- The Contractor shall provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products.
- Absorbent sheets will be used for spill prevention and clean up. Several boxes shall be located at fuel trucks, storage areas and in maintenance vehicles. Inventories must be maintained as necessary.
- A reportable spill is defined as a spill of one or more gallons and a significant spill is defined as more than ten gallons.
- The Contractor shall maintain a list of product names and a Materials Safety Data Sheet (MSDS) for all hazardous material products used or located on site.
- Before a hazardous material is stored, the Contractor shall check to ensure that:
    - The material is stored in an approved container
    - The container is tightly closed
    - The container has the proper warning label
    - The container is inspected for leaks
- Any Contractor determined to be introducing hazardous materials into the sanitary sewer or storm drain system will be removed from the site.

# Construction Regulations

**Excavation and Grading**

During construction, erosion must be minimized on exposed Cut and/or Fill slopes through proper soil stabilization, water control and re-vegetation. Grading operations may be suspended by WDRC during periods of heavy rains or high winds. Blowing dust resulting from grading and construction operations must be controlled by watering.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the Construction Area and reused as part of the site restoration/landscaping plans. All excess materials must be removed from the site.

**Foundations**

The Owner is encouraged to seek the assistance of a licensed Soil Engineer to examine and test soil conditions on her/his Lot prior to undertaking any design or construction. Declarant makes no representations or warranties, expressed or implied, as to the soil conditions. WDRC has the right to verify Pad certification and compaction information with the Owner as well as the Owner shall provide verification prior to construction.

- The Owner and the Owner's Architect, Engineer and Contractor shall give due consideration to the design of the foundation systems of all structures.
- It is the Owner's responsibility to conduct an independent soils engineering investigation to determine the suitability and feasibility of any Lot for construction of the intended Improvement.

**Lot Survey**

Prior to commencement of design, it is the responsibility of the buyer to obtain a survey by a Surveyor licensed to perform work in Utah to confirm existing grades, tops and toes of slopes and any other features or Lot attributes that would affect the design of any Lot Improvement.

**Start of Construction and Temporary Landscape**

All Improvements on a Lot shall be completed within 18 months after commencement according to approved Final Design Review plans unless an exception is granted in writing by the WDRC. Construction of the main residence shall take place before commencement of construction of secondary structures. If an Improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the required 18-month period, the Association may impose a fine of not less than $300.00 per day (or such other reasonable amount as the Association may set) to be charged against the Owner of the Lot until construction is resumed or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control.

For aesthetic and dust control reasons, the WDRC may request Lot Owners who, in the WDRC's opinion, are not diligently pursuing construction to stabilize and maintain the surface of their Lot at the Owner's sole expense.

# Construction Regulations

**Damage Repair and Restoration**

Damage and scarring to other property, including open space, adjacent parcels, roads, driveways, irrigation and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Parcel to the following extents:

- To the Owner's satisfaction, re-vegetate the area disturbed immediately and maintain said vegetation until established
- Pay any fines imposed by the Association or other governmental agencies as a result of said violation

**Project Completion and Close-Out**

Upon completion of construction, each Owner and Builder will be responsible for cleaning up the construction site and for the repair of all property that was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the WDRC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the WDRC or the Association, will be taken out of the Builder's Deposit or billed to the Owner.

**Construction Observations**

In addition to any building inspections required by local jurisdiction, the following construction observations must be scheduled with the WDRC:

1. Site Observation: This observation includes review of staking of the Construction Area including all corners of proposed buildings, driveways and extent of grading. In addition, flagging of all areas to be protected will be reviewed. An on-site mock-up for color and materials shall be constructed for approval by the WDRC. A full-scale mock-up (minimum 1.5-meters by 2.5-meters, approx. 4-feet by 8-feet) shall be constructed which accurately conveys all proposed exterior materials, colors, and detailing, including window, corner and trim details and/or details of areas where one material changes to another. This observation must be approved by the WDRC prior to the open wall observation.

2. Open Wall Observation: This observation must be done prior to enclosure of exterior walls and roof. Final approval is contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in sizes/context that will allow a clear under-standing of the final product.

3. Final Observation: This observation must be done prior to the Certificate of Occupancy issued by the local jurisdiction and should be scheduled when all Improvements, including all structures, landscaping and grading, have been completed.

# Construction Regulations

**Construction Signs**

Temporary construction signage will be limited to one sign per home site. The sign shall not exceed .6-square meters (approx. 6-square feet) of total area and shall be located on the Construction Site and within 3-meters (approx. 10-feet) of the Construction Site entrance. The background color of all signage shall be either dark beige or tan.

All construction signs must be reviewed and approved by the WDRC prior to installation. Layout for the sign must be submitted to the WDRC ten working days prior to a regularly scheduled meeting. Alternatively, the WDRC may require the contractor to construct a standardized construction sign. The Contractor shall contact the WDRC prior to sign fabrication to confirm the required sign type.

**No Pets**

Construction personnel are prohibited from bringing pets, particularly dogs, into Wildhorse Estates.

**Security**

Security precautions at the Construction Site may include temporary fencing approved by the WDRC. Security lights, audible alarms and guard animals will not be permitted.

**Noise**

Builder will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors and wildlife.

**No Smoking**

Smoking is only allowed in enclosed vehicles. Fines of up to $1,000 will be taken out of the Builder's Deposit or billed to the Owner in the event that smoking occurs out of vehicles on a Construction Site. Warning signs such as "No Smoking or Open Flame Allowed" must be posted at the Construction Site.

**No Firearms**

No firearms are allowed in Wildhorse Estates.

**Alcohol/Drugs**

No alcohol or illegal drugs are allowed on the Wildhorse Estates property at any time.

**Construction Personnel Conduct**

Offensive, loud or unmannerly behavior exhibited by the Builder, its employees or subcontractors is not allowed and will not be tolerated. Builder shall be responsible for the behavior of its employees and subcontractors.

**Fire Protection**

At least one full and operable 10 pound ABC rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the Construction Site at all times. Absence of such a device may result in fines against the Builder or access of the Builder being denied to the Construction Site.

**Termite Pre-treat**

A termite pretreatment is required during construction and must be accomplished during Wildhorse Estates designated working hours with authorized access. No workmen or subcontractors are allowed to enter the property during "off" hours. Builders shall make certain to schedule work accordingly and give subcontractors enough prior notice to schedule their crews within Bahía's construction work hours.

# *Covenants, Codes, and Restrictions*

APPENDIX 5

WILDHORSE

# Covenants, Codes, and Restrictions for Wildhorse Estates

SUMMARY OF DESIGN GUIDELINES AND

RECORDED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

WILDHORSE ESTATES

THIS IS A SUMMARY OF THE DESIGN GUIDELINES AND RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&R'S") FOR THE WILDHORSE ESTATES MASTER PLANNED COMMUNITY. THIS SUMMARY IS INTENDED ONLY TO GIVE BRIEF SYNOPSIS TYPE INFORMATION AND DOES NOT COVER THE ENTIRETY OF THESE DOCUMENTS. PLEASE REFER TO THE DESIGN GUIDELINES AND CC&R'S FOR COMPLETE INFORMATION. ALL BUYERS, OWNERS AND BUILDERS WILL BE BOUND BY ALL THE INFORMATION IN THESE DESIGN GUIDELINES AND CC&RS, NOT THE INFORMATION IN THIS SUMMARY. IF ANY INFORMATION IN THIS SUMMARY CONFLICTS WITH INFORMATION IN THE DESIGN GUIDELINES AND/OR CC&RS, THE INFORMATION IN THE DESIGN GUIDELINES AND CC&RS SHALL CONTROL. THIS SUMMARY IS SUBJECT TO CHANGE AT ANY TIME.

ARCHITECTURAL REVIEW REQUIREMENTS

The Wildhorse Estates Design Review Committee ("WDRC ") must approve and sign all plans prior to submittal to Wasatch County for a building permit. Each individual builder is responsible for all applicable permits and approvals from Wasatch County, and any other currently applicable agencies. The WDRC is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with law. No exterior construction, installation or alteration of an improvement in the properties by an Owner or a Neighborhood Association may be commenced until the plans and specifications showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the WDRC.

HOMEOWNER'S ASSOCIATION

The Wildhorse Estates Master Association ("WEMA") is a mandatory association consisting of all lot and home owners. All owners are hereby bound to honor and abide by all of its rules and regulations. Each lot owner must pay an initial WEMA set-up fee at the time of the lot purchase closing. After each lot closing, regular monthly assessments will be billed to lot owners.

TIME FOR COMPLETION

Landscaping must be completed within one year of occupancy and in accordance to proper planning seasons.

SQUARE FOOTAGE MINIMUMS

Minimum sq ft on any lot should be 5,000 in Wildhorse Estates.
Minimum Square Feet = Minimum Living Square Footage (Main & Upper Level, does not include levels below ground or garage)

**EXHIBIT L**

**REZONE PLAN FOR SITE**

(To be inserted upon completion)

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
Town Council Meeting

October 2, 2025

RECOMMENDATION

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

I recommend that the Town Council require the following conditions on any action:

1. A Slope Map is part of the package, but it is not included. The applicant's engineer-of-record shall seal (stamp, date, sign) the slope map because it is a final document on which decisions will be made.
2. All streets meet current Town Standards.
3. The building setback on the west side of Woolf Road shall be 20 feet.
4. As noted on the Concept Plan, public access and snow storage easements shall be included with the pertinent public utility easements.
5. A jersey barrier, or an equivalent pedestrian safety barrier, shall be used on the west side of the street going up the hill. It can be removed temporarily for public utility maintenance and can serve as a pedestrian refuge. Barrier height shall be designed to comply with the Building Code.
6. Resolve the boundary discrepancy with Klaim in the vicinity of the retaining wall at the entrance to Klaim.
7. Remove the power line through Lot 12 and install a power pole on the Woolf property at the end of Woolf Road.



8. Obtain a permit from UDOT to discharge stormwater into their right-of-way.
   **a.** Connect storm drain system to the orange line in the photo above. The connection from the UDOT culvert to the orange pipe must be designed pursuant to Town Standards.
   b. Evaluate the orange pipe, for the Town Engineer's review, to ensure that connections, sizes, materials, and slopes meet engineering standards.
   c. Make necessary improvements based on the Town Engineer's feedback.
9. 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."

Respectfully,
HANSEN, ALLEN & LUCE, INC.



Dennis Pay, P.E.
Town Engineer

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Respectfully,
HANSEN, ALLEN & LUCE, INC.



Dennis Pay, P.E.
Town Engineer

**TOWN OF HIDEOUT**

**ORDINANCE #2025 – O-_____**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE TOWN OF HIDEOUT FOR PARCEL NO. 00-0020-8164 FROM MOUNTAIN RESIDENTIAL (MR) ZONE TO NEIGHBORHOOD MIXED USE (NMU),**

WHEREAS, the owners of property consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number 00-0020-8164 have submitted an application to rezone a portion that property from its current zoning designation of mountain residential (MR) zone to Neighborhood Mixed Use (NMU).

WHEREAS, Developers is proposing a project which will include a restaurant and retail spaces along with residential development;

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, there is a Development Agreement being proposed;

WHEREAS, the approval of this zone amendment is contingent on the conditions of the Development Agreement being met;

WHEREAS, the Hideout Planning Commission held public hearing on XX, and forwarded a recommendation to the Town Council;

WHEREAS, the Hideout Town Council held public hearings and reviewed the Zoning Map Amendment on XXX.

WHEREAS, there is good cause and it is in the best interest of the Town of Hideout, Utah to approve the Amendment to the Zoning Map

WHEREAS, as a condition of this Ordinance being effective, a Development Agreement will have to be executed prior to November 15, 2025, and a condition of that Development Agreement will be that the density related to the Project will not exceed 12 residential units and 6 commercial units.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH, THAT:

**Section 1.** Rezone. That certain property located at Parcel Number 00-0020-8164, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference, a portion of which is hereby rezoned from its current zoning designation of MR to NMU.

**Section 2.** Zoning Map Amendment. The Zoning Map of the Town of Hideout is hereby amended to reflect the rezoning referenced in Paragraph 1, above.

**Section 3.** Subdivision Condition. This Ordinance is specifically subject to and conditional upon the following:

(a) A Subdivision Plat for the property described in Exhibit A must be approved by the Town within 12 months of the date of this Ordinance. In the event a Subdivision is not approved, the zoning designation of the property shall revert to MR.

(b) The Phasing Plan in the Development Agreement must be adhered to and if the commercial is not completed by December 31, 2027, the zoning designation shall revert to MR.

**Section 4.** Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5.** Effective Date. This Ordinance shall take effect upon the publication or posting.

**PASSED AND APPROVED** this day of _____, 2025.

By:_____

Ralph Severini, Mayor

**[SEAL]**

**ATTEST:**

_____

Alicia Fairbourne,
Town Recorder

# WILDHORSE

*Elevating Everyday Living in Hideout*



HIDEOUT
UTAH

# Development Vision



WILDHORSE

## OBJECTIVES

- Transform & Enriching the Fabric of Hideout
- Respond To Residents' Desire For Service Amenities
- Meaningfully Increase Town Revenue Generation
- Align with Hideout General Plan

## DESIGN INTENTION

- Preserve Outstanding Views
- Cultivate an Inviting Neighborhood Atmosphere
- Build a Connected Community
- Preserve Native Open Space Area
- Compliment Hideout Attractiveness
- Promote Safety and Sustainability
- Housing Diversity
- Embrace Town Culture



# Hideout Goals & Wildhorse Compliance



WILDHORSE

## General Plan Vision

✓ preserve outstanding views

✓ cultivate an inviting neighborhood atmosphere

✓ build a connected community

## April 17, Staff Report

### 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 ropriate for the 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.

### 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.

# Development Phasing

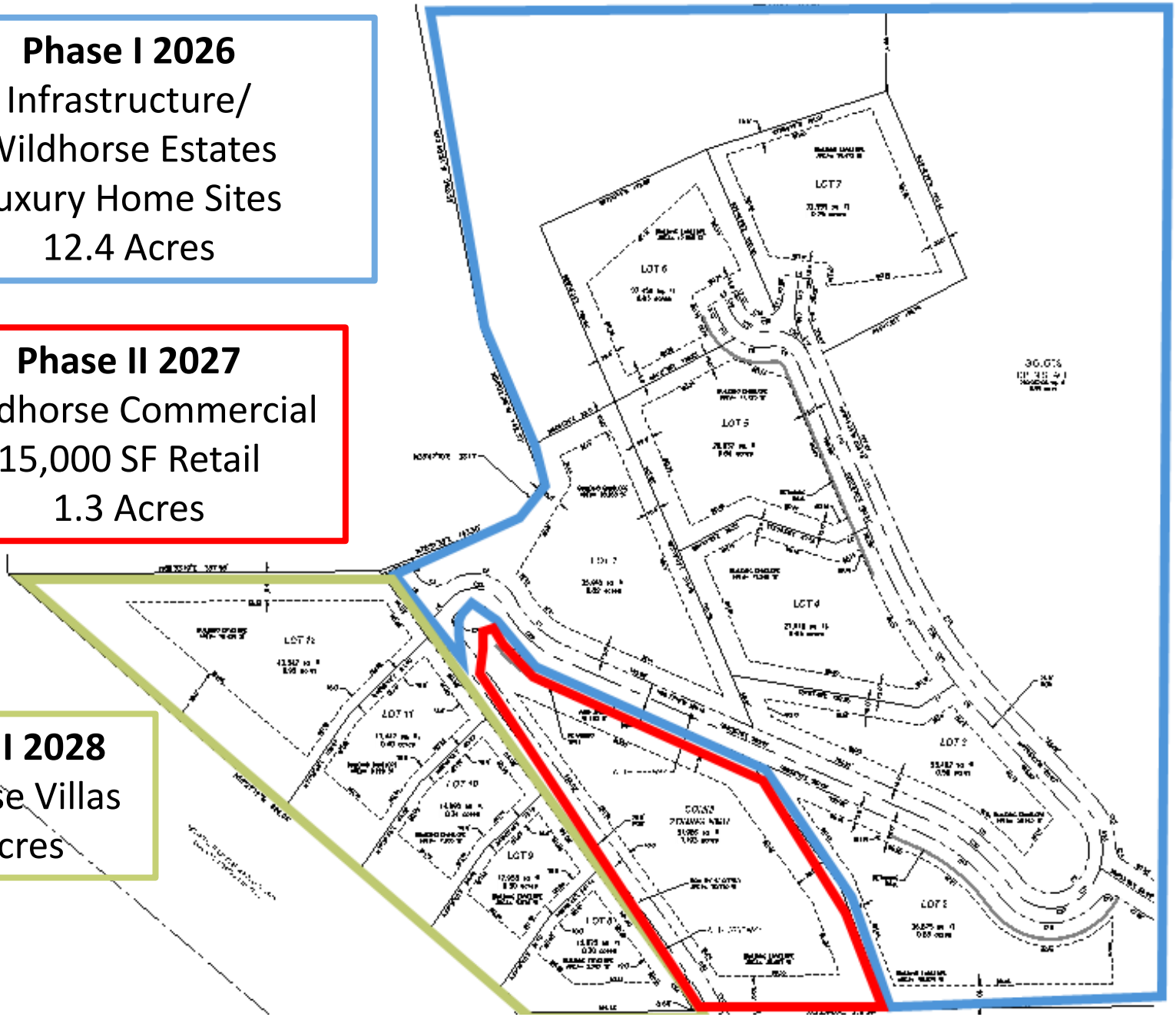


WILDHORSE

**Phase I 2026**
Infrastructure/
Wildhorse Estates
Luxury Home Sites
12.4 Acres

**Phase II 2027**
Wildhorse Commercial
15,000 SF Retail
1.3 Acres

**Phase III 2028**
Wildhorse Villas
2.3 Acres



# Housing

**Wildhorse Estates**

7 Single Family Lots

.5 to .75 acre



**Wildhorse Village**



**Wildhorse Villas**

5 Home Lots

2.3 acres

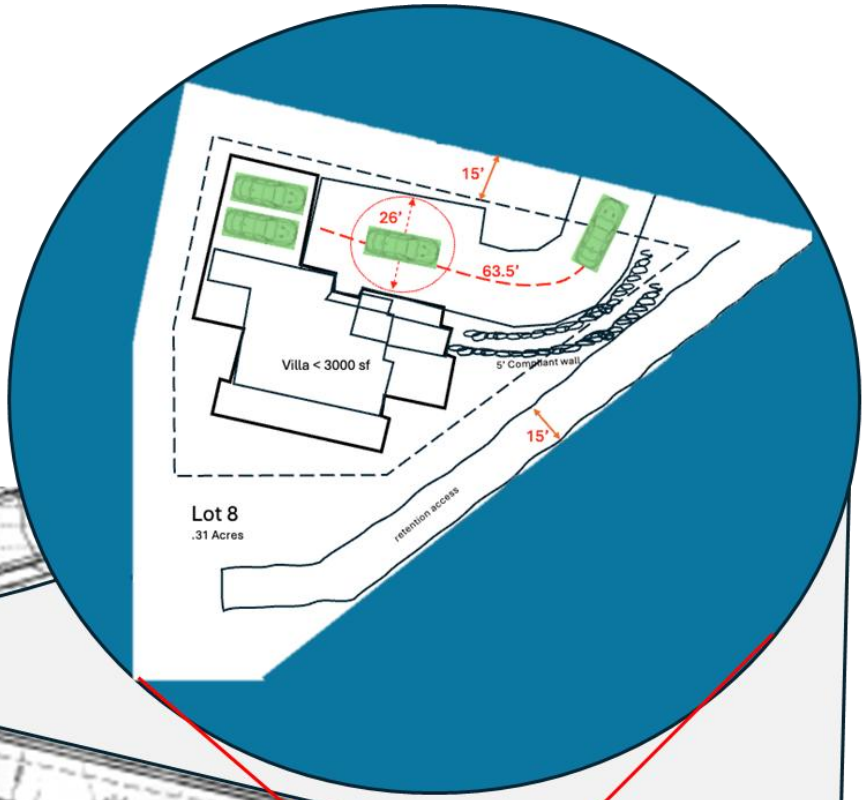


## Home Site Features

- Unobstructed Views
- HOA Design Review
- Height per Code
- Two Car Garages
- Wide Motor Court
- Open Space +/- 35 %

# Wildhorse Villa Home Sites

## SAFE INGRESS & EGRESS







**Villa Driveway Measurement Detail**

| Lot No. | Width | Length * | Spacing ** | Court Dia. |
|---|---|---|---|---|
| 8 | 15 | 63 | 97 | 26 |
| 9 | 15 | 40 | 73 | 26 |
| 10 | 15 | 37 | 71 | 26 |
| 11 | 15 | 38 | 69 | 26 |
| 12 | 15 | 68 | 76 | 26 |

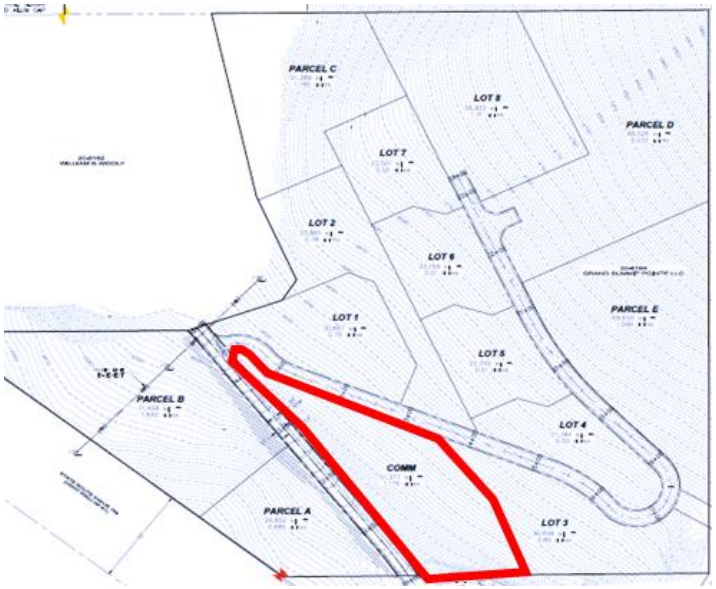
garage in lineal feet

centerline in lineal feet

# Neighborhood Amenity

## WILDHORSE VILLAGE

| | |
|---|---|
| Levels | 2 Story |
| Rentable SF | 15,000 |
| Terrace SF | 2,000 |
| Accessibility | ADA Elevator |
| Parking | 48 Spaces |
| Tenants | Restaurant/Bar/Specialty Grocer |









# Wildhorse Village

***Wildhorse Village*** *is about creating a place where neighbors connect, families gather, and Hideout shines as a community.*

**Artisan Café & Bakery** – The perfect neighborhood café to start your day. Grab your morning latte, meet a friend for breakfast, or linger over a pastry while taking in the views. A true neighborhood gathering place, right here in Hideout.



**Signature Restaurant** – A place where rustic charm meets elevated dining. Expect chef-driven menus featuring fresh, seasonal ingredients served in a warm, inviting atmosphere. Perfect for a date night, family dinner, or a celebratory evening close to home.



**Gourmet Market & Deli** – A thoughtfully curated market featuring the best of Utah and beyond. From farm-fresh produce and locally raised meats to wild-caught seafood and artisanal cheeses, every product is selected with care. Stop in for a chef-crafted deli sandwich, pick up lunch for a day on the lake, gather ingredients for dinner, or discover something new to bring home.



# Capital Investment in Town

| | |
|---|---|
| **Infrastructure** | **$ 5,330,900** |
| **Commercial** | **$ 9,720,000** |
| **Total Investment** | **$ 15,050,900** |



# Town of Hideout Benefit



WILDHORSE

## ECONOMIC / REVENUE

| | |
|---|---|
| Retail Sales Tax | $ 1,478,846 |
| Property Tax | $ 161,725 |
| Energy Utility (gas/electric) | $ 22,016 |
| Total Derived from Proposed Development | $ 1,662,587 |
| Total Revenue Over 20 Years | $ 3,768,283 |
| **Annual Revenue On Average** | **$ 188,414** |



# Team – Experienced/Local Expertise



WILDHORSE

Tim & Diane Schoen
Developer
schoen@wildhorsepc.com

Development ADVISORS

Jerry Crylen
Development Manager
Crylenjc@me.com

Rick Otto
Principal
Otto Walker Architects
Residential Estates

Stantec

Tom Longhi / Kurt Basford
Commercial Architects
Tom.Longhi@stantec.com

COLUMBIA CAPITAL
MUNICIPAL ADVISORS

Jeff White
Managing Partner
Public Finance Consultant

MULHOLLAND
DEVELOPMENT SOLUTIONS

Kristian Mulholland
President
Civil Engineering

AGEC
Applied GeoTech

Scott Anderson
Principal
Geotech Engineering

WILDHORSE

# Q & A



**File Attachments for Item:**

**7. Public Hearing:** Discussion and possible approval of an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Elkhorn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP) – *Presented by Thomas Eddington, Town Planner*

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# Staff Report for Elkhorn Springs

To: Mayor Ralph Severini
Town of Hideout Council

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

Re: Elk Horn Springs Re-Zone Request for the Salzman Property

Date: Prepared for the October 9, 2025 Town Council Meeting

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*Submittals:* *Draft MDA and Associated Exhibits (dated October 1, 2025)*

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## Introduction and Background

The Town Council initially reviewed the Concept Plan, proposed rezoning map, and associated Master Development Agreement (MDA) with exhibits for the Elkhorn Springs development at its August 14, 2025 meeting, and directed the Applicant to revise the documents to ensure the plans, exhibits, and MDA language are fully consistent. At the September 11, 2025 meeting, The Town Council reviewed updated and more detailed materials and provided specific direction relative to the exhibits and specific language to be included in the MDA.

**Location of Elkhorn Springs (115-acre site)**




*



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**2019 General Plan**

When the Town Council considers a rezoning request, any recommendation must follow the General Plan's direction – Vision Statement, Goals, Strategies, etc.

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 Town Council should review the 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



### 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.



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**Specific Issues Requiring Town Council Input or Direction**

a) The parking lot for the pickleball building is currently proposed as a small parking lot with off-street parking. Does angled parking along the road provide more, and more easily accessible, parking for the pickleball building and park/plaza area? This would require a waiver from the Town's engineering standards but is worth considering.

b) Pursuant to the input received at the site visits, the Applicant shall reincorporate the previously proposed stairways to provide better connectivity throughout the site. The final locations and design/construction/materials to be approved by the Town Planner (assuming this is the Town Council's direction, this has been included as a Condition of Approval below).

c) Nightly/short-term rentals are proposed for the R-20 and NMU zoning districts and included in the MDA. At a prior Town Council meeting, Councilmembers indicated they were not generally supportive of any nightly rentals in the project without additional community impact mitigation measures.

d) The Town Council should determine whether to approve reduced side-yard setbacks of 10 feet for applicable lots. The resulting 20-foot separation between buildings includes a 10-foot no-planting zone—5 feet adjacent to each building—as required by the adopted Wildland–Urban Interface (WUI) standards. The requested exceptions are set forth in Exhibit S.

e) Consideration for moving a lot or two from the area near the existing house to another location (further north). This minor change is reflected on the current plan set attached as exhibits. This change was recommended at the site visit last week.

f) The Spine Trail – the Applicant provided professional bids to survey, design and engineer the proposed 10'-0" wide asphalt trail, separated from the existing pavement, along SR248. The bid included in the MDA is for $58,000. Earlier estimates from engineering firms ranged as high as $950,000. The Applicant committed to either paying for the survey, design, and engineering work or giving the funds to the Town to leverage State grant funds that could begin to pay for some of the construction costs. The current bid of $58,000 does not include design or engineering costs. The MDA indicates the Town may accept the money ($58,000) and hire a firm to do this work or the Town may elect to have the Applicant do the work with the consultant that provided the bid. Staff recommends Council provide direction. At a minimum, staff recommends the following language in the MDA so that it is clear what is expected since the $58,000 bid appears to only be for survey work and no design or engineering work:

*The purpose of this Spine Trail Design/Survey Payment is: (a) for the topographic survey work (along SR248) and full design and construction drawings (inclusive of retaining walls and bridges as necessary) for a separated 10 foot wide, asphalt trail…*


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**Exceptions**

The proposed exceptions to the Town Code are detailed at the end of Section 1.3 and further outlined in a table (Exhibit S).

**Conditions**

a) An updated and detailed Landscape Plan with quantities, plant species, and size at time of planting for each phase of the development. This must be approved by the Town Planner. Areas of specific concern include:

   i. The replacement landscape for the common area shall be comprised of, but not limited to, Gambel Oak, Quaking Aspen, Subalpine Fir, Sagebrush, Bottlebrush, native grasses, etc. Hydroseed alone is not permitted as the replacement landscaping for the project.

   ii. The stormwater basins that and the screening proposed for the basins including fencing. The Exhibits submitted for "Exhibit P" (P1 – P5) are not sufficient and do not include enough plantings or details. Increased screening and slope plantings must be provided.

   iii. Limits of Disturbance (LOD) fencing shall be required to ensure the native vegetation indicated on Exhibit K.

   iv. The developer will install all proposed trails (soft surface and asphalt surface) in accordance with the trail plan with final approval by the Town Planner.

   v. The developer will build a frisbee golf course as well as a dog park (w/ fencing). The final design shall be reviewed and approved by the Town Planner.

   vi. The final design, color, materials, etc. associated with all proposed retaining walls must be reviewed and approved by the Town Planner and Town Engineer.

b) The Frisbee Golf Park may have to be slightly reconfigured and moved to the east to project the wetlands area. This may impact the trail plan which shall be reviewed and approved by Town Planner for final approval.

c) The Applicant shall submit the proposed site plan for the park/plaza area near the pickleball building for review and approval by the Town Planner.

d) All secondary or internal wildlife corridors must be a minimum of 50'-0" wide (public land or common area land). No privately owned land shall impede a defined wildlife corridor per Town Planner review.


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e) The Applicant shall submit the proposed park area around the pond near the existing house for review and approval and should be incorporated as an Exhibit to the MDA. The final design and amenity package shall be reviewed and approved by the Town Planner.

f) The Applicant shall reincorporate the previously proposed stairways to provide better connectivity throughout the site. These stairways shall generally match the stairways currently in place in Old Town Park City. The final locations and design/construction/materials to be approved by the Town Planner.

g) Street lighting shall follow the HMC and with a light pole (design, materials, and color temperature) approved by the Town Planner.

h) The Applicant updated the Design Guidelines, but additional revisions are needed. In particular, the stacked flats, as depicted in the precedent images, must be revised and new images provided.

i) Town Planner to confirm that all setbacks are met and coordinate with the Applicant's engineer and update the final site plan as needed.

j) Cut and fill shall be minimized where possible. No excess fill may be stored on site and must be removed if not usable on site or negatively impacts existing vegetation.

k) Developer to confirm that a minimum of 6.25 acres of land will be dedicated as undeveloped park and open space. Calculate the total area for the pickle-ball court, park/plaza, frisbee golf course, and dog park. Trails should not be included in this calculation.

l) The Applicant shall provide updated architectural designs that significantly diversify the housing proposed within Elkhorn Springs. Exhibit J shall not be considered final until these updates have been made and the Town Planner has reviewed and approved.

**Recommendation**

The Town Council should review the items below and provide clear direction indicating support, or not, for the recommendations proposed by the Town Engineer and Town Planner per the Staff Reports.

The Applicant is requesting a vote on the project. The Town Council may, if you feel all issues have been addressed and/or can be addressed as Conditions of Approval, vote on this project – the final Master Development Agreement (MDA) and rezoning request.


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# 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"** or the **"Town**"), by and through its Town Council. Hideout and Developer are hereinafter collectively referred to as the "**Parties**" and individually as a **"Party**.**"**

## 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 Proposed 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 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, (as illustrated in **Exhibit R**), to a combination of: Neighborhood Mixed Use ("**NMU**"); Residential Twenty ("**R-20**"); Residential Six ("**R-6**"); Residential Three ("**R-3**"); and/or Natural Preservation ("**NP**").

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 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 the mitigating measures set forth herein on the part of the Developer.

I. Developer has prepared a "**Proposed Plan**" as shown by **Exhibit B** (the "**Proposed Plan**")**.** This Proposed Plan gives guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout. Except as set forth herein, the Proposed Plan, in and of itself, does not vest any particular layout or density. The Proposed Plan has not been fully engineered for review by the Town Engineer and Town Planner. Issues related to but not limited to drainage, final location of public utility easements, etc. may reduce the allowable density on site. The only exceptions, waivers, and/or variances to the HMC are listed in Section 1.4 of this Agreement.

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. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC relative to the Proposed Plan 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.

L. 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 C**;

M. 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 Twenty ("R-20"); Residential Six ("R-6"); Residential Three ("R-3"); and/or Natural Preservation ("NP").

N. Under Ordinance 2025-O- _____, as more fully described in and subject to the recommendation by the Planning Commission and the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance adopted by the Town Council on _____, a copy of which is attached hereto as **Exhibit D** 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.** Developer shall have the vested right to develop a maximum of 230 residential dwelling units and lots (230 residential ERUs), on the Property in the mix and configuration demonstrated in **Exhibit B**, plus one ( square foot) retail/commercial lot with a building thereon, the size of which retail/commercial building shall be a minimum of 1,500 square feet and shall be at the Developer's recommendation with input from the Town Planner and Town Engineer, regardless of any depiction thereof in the Exhibits hereto and which retail/commercial building and shall be coordinated with the Town Planner in compliance with the HMC and the Design Guidelines), which retail/commercial lot location is demonstrated in Exhibit B (and identified as Lot 1001 in other Exhibits hereto, and all of which residential and retail/commercial lots are set forth immediately below in Subsection "K.i.". and (2) a parking lot (SIZE TO BE DETERMINED), which retail/commercial lot location is demonstrated in **Exhibit B** (and identified as Lot 1001 in other Exhibits hereto), plus one indoor pickleball court facility and lot (2 ERUs), which pickleball court facility lot location is demonstrated in **Exhibit B** (and is identified as Lot 1002 in other Exhibits hereto and includes the pickleball court parking lot), and all of which residential, and retail/commercial and pickleball court facility lots are set forth immediately below in Subsection "1.2.1.". The maximum density is based on the ability to comply with applicable standards, ordinances and regulations and is an entitled density allowance subject to applicable standards, ordinances and regulations. The Town's development standards, including those contained within 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. Adherence to these standards may result in the loss of density. 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. Developer shall have the vested right to develop the following:

**1.2.1.** Maximum Density (residential): 230 lots/units, (including existing house)

| | |
|---|---|
| Single Family Units | 141 lots, (including existing house) |
| Townhouse Units | 65 units |
| Stacked Flats | 24 units |
| Maximum Density (nonresidential) | 2 lots/units |
| Retail/Commercial Lot/Space | 1 lot (14,000 minimum square foot lot), with (1) a retail/commercial building, (the size of which building (a) shall be at a minimum 1,500 square feet and (b) the Developer's recommendation with input from the Town Planner and Town Engineer and (2) a parking lot. Commercial |

| | |
|---|---|
| | Uses without a Conditional Use Permit are limited to a restaurant, a café, a bar/pub, and small-scale retail sales. Any other proposed use must be presented to the Planning Commission as a Conditional Use Permit.) |
| Pickleball Court Facility (indoor) | 1 lot, with a building (the size of which is approximately 100 feet by 70 feet) |

Total Maximum Density 232 lots/units

However, if the Developer has not constructed a commercial (or retail) building with a minimum of 1,500 square feet on the retail/commercial lot, (i.e., Lot 1001), within 5 years of the date of this Agreement, the Developer will convey Lot 1001 to the Town of Hideout.

**1.3. Approval Documents**. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____ _____, 2025, attached hereto as **Exhibit D**, and (ii) Proposed 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 |
|---|---|---|
| Retail/Commercial | 1 lot (14,000 minimum square feet lot), with (1) a commercial or retail building, (the size of which building (a) shall be a minimum of 1,500 square feet and (b) the Developer's recommendation with input from the Town Planner and Town Engineer (2) a parking lot SIZE TO BE DETERMINED | 1 or 2 ERUs, depending on size (.75 ERU allows 2,000 SF of commercial space) |
| Pickleball Courts | +/-7000 SF | 2 ERUs |
| Townhomes | 65 | 65 ERUs (units shall be between 1,200 SF and up to 5,000 SF) |
| Single-Family Lots | 141 | 141 ERUs (units shall be between 1,500 SF and up to 5,000 SF) |
| Stacked Flats | 24 | 24 ERUs (units shall be between 900 SF and up to 5,000 SF) |

The density outlined above is a maximum density allowance, subject to applicable standards, ordinances and regulations. 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.

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.

1.3.1 **Governing Standards**. The Proposed Plan, the Approval Documents and this Agreement establish the conceptual layout and design and development rights for the Project, and include the permitted uses, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Proposed Plan, the Approval Documents, Hideout Town Ordinances, Standards and this Agreement. All Developer submittals must comply generally with the Proposed Plan, the Approval Documents and this Agreement. Non-material variations to the Proposed 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.

THE FOLLOWING EXCEPTIONS LANGUAGE WILL BE FURTHER UPDATED BASED ON THE EXCEPTIONS REQUESTED IN EXHIBIT S

## 1.4 EXCEPTIONS, WAIVERS, VARIANCES

Hideout acknowledges that in approving this development it is granting certain exceptions, waivers and/or variances to the HMC, including the following below, (see chart attached hereto as **Exhibit S** as to the subject exceptions, waivers and/or variances exceptions):

1.4.1 Retaining Walls –

HMC Section 10.08.18 requires retaining walls to have a maximum height of 6' and not more than two walls to be terraced (and if terraced then the walls shall have a maximum height of 5' with a minimum distance of 5' between the walls). The following exceptions are included:

1. Three (3) no greater than 12-foot vertical retaining walls as illustrated in **Exhibit E** and are more particularly identified and described in the chart in **Exhibit S**.

| Wall # | Wall Height (ft) | Wall Length (ft) |
|---|---|---|
| 2 | 12 | 260 |
| 7 | 12 | 210 |
| 8 | 12 | 110 |

2. Six (6) retaining walls 10 feet or less, as illustrated in **Exhibit E** and are more particularly identified and described in the chart in **Exhibit S**.

| Wall # | Wall Height (ft) | Wall Length (ft) |
|---|---|---|
| 1 | 10 | 240 |
| 2 | 12 | 260 |
| 3 | 7 | 120 |

| | | |
|---|---|---|
| 4 | 10 | 330 |
| 5 | 10 | 290 |
| 6 | 10 | 183 |
| 7 | 12 | 210 |
| 8 | 12 | 110 |
| 9 | 10 | 289 |

1.4.2 Sensitive Lands – (slopes in excess of thirty (30) percent). QUANTIFY THE AMOUNT OF SQUARE FEET THAT IS OVER 30% THAT WILL BE DISTURBED.

HMC Section 10.08.28 requires that no development shall be allowed on slopes in excess of thirty (30) percent

A description and map of where slopes greater than 30% are disturbed and how much they exceed 30% are illustrated in **Exhibit F** and are more particularly identified and described in the chart in **Exhibit S.**

Areas shown on **Exhibit K** are designated No-Disturbance Areas. Within these limits, no cut, fill, excavation, trenching, clearing, grubbing, or vegetation removal is permitted; native soils and vegetation shall remain intact.

A. Roads in slopes over 30% -(location)

1. Spine road sta:3+50 to 8+50 open space parking lot
2. Spine road sta:8+50 to 27+67
3. Access road and graded road to pond by unit 2 waterline access road in 30% slope
4. Road within 30% slopes
5. UDOT access road west of unit 516
6. UDOT access road west of unit 516 detention pond 3

B. Lot # Notes

1. 103 Lot partially on manmade 30% slope
2. 104 Lot partially on manmade 30% slope
3. 105 Lot partially on manmade 30% slope
4. 106 Lot partially on manmade 30% slope
5. 107 Lot partially on manmade 30% slope
6. 108 Lot partially on manmade 30% slope
7. 109 Lot partially on manmade 30% slope
8. 110 Lot partially on manmade 30% slope
9. 245 Lot inside of 30% slope. Building envelope outside of 30% slope.
10. 401 Lot inside of 30% slope. Building envelope outside of 30% slope.
11. 420 Lot inside of 30% slope. Building envelope outside of 30% slope.
12. 427 Lot partially on manmade 30% slope
13. 514 Lot partially on manmade 30% slope
14. 515 Lot partially on manmade 30% slope
15. 516 Lot partially on manmade 30% slope
16. 539 Grading from lot within 30% slope. Building lot is outside of slope.
17. 544 Driveway for lot 544 is in 30% slope
18. 548 Grading from lot within 30% slope. Building lot is outside of slope.
19. 621 Lot inside of 30% slope. Building envelope outside of 30% slope.
20. 622 Access driveway is within 30% slope. 100' length
21. 704 Lot inside of 30% slope. Building envelope outside of 30% slope.
22. 705 Lot inside of 30% slope. Building envelope outside of 30% slope.
23. 707 Lot inside of 30% slope. Building envelope outside of 30% slope.

3. Sensitive Lands –HMC Section 10.08.30 sets forth the significant grade change criteria for subdivisions and defines "Significant Grade Change" as meaning any proposed subdivision that results in a significant change of grade – existing grade to proposed grade – that is greater than five feet (5'-0") and encompasses more than 10% of the total subdivision area. PROVIDE THE SPECIFIC PERCENTAGE. A description and map of where contours will be changed by more than 5'-0" and how much they exceed 5' are illustrated in **Exhibit G** and are more particularly identified and described in the chart in **Exhibit S**.

| Roads/location | Notes |
|---|---|
| 1. Spine road sta: 8+50 to 10+00 | Cuts from 5' to 18' |
| 2. Road 2a sta: 23+00 to 26+00 | Fills from 5' to 16' |
| 3. Phase 1-4 pond #5 | Cuts 5' to 15' |
| 4. Spine road sta: 17+00 to 20+00 | Cuts 5' to 19' |
| 5. Spine road 20+00 to 24+00 | Fills 5' to 19' |
| 6. Road 2a sta: 15+50 to 17+00 | Fills from 5' to 9' |
| 7. Road 2a sta: 6+00+to 8+00 | Fills from 5' to 9' |
| 8. Phase 1-4 pond #3 | Cut 5' to 15' |
| 9. Road 202b sta: 1+00 to 3+50 | Fill 5' to 10' |
| 10. Phase 5-8 pond 3 | Fill 5' to 10' |
| 11. Phase 5-8 pond 2 | Cut 5' to 15' |
| 12. Phase 5-8 pond1 | Cut 5' to 19' |
| 13. Phase 5-8 pond 5 | Cut 8' fill |
| ~~12.~~14. 8' road 202B sta: 10+00 to 14+00 | Cut 5' to 18' road |
| 15. 205B 4+00 to 5+00 | Cut 4' to 14' road |
| 16. 202 B sta: 17+50 to 20+00 | Fill 5' to 12' |
| ~~13.~~17. Pond 6 UDOT outlet phase 5 | Fill 5' to 22' |

**Units**

| | |
|---|---|
| 1. 106 | Cuts from 5' to 20' |
| 2. 107 | |
| 3. 108 | |
| 4. 109 | |
| 5. 110 | |
| 6. 111 | |
| 7. 114 | Cuts 5' to 15' |
| 8. 115 | |
| 9. 116 | |
| 10. 117 | |
| 11. 120 | Fill 5' to 8' |
| 12. 121 | |
| 13. 240 | Fill 5' to 9' |
| 14. 241 | |
| 15. 242 | |
| 16. 243 | |
| 17. 244 | |
| 18. 226 | Cut 5' to 16' |
| 19. 227 | |
| 20. 228 | |
| 21. 229 | |
| 22. 230 | |
| 23. 231 | |
| 24. 232 | |
| 25. 221 | Fill 5' to 9' |
| 26. 222 | |
| 27. 223 | |
| 28. 224 | |
| 29. 225 | |
| 30. 220 | Fill 5' to 22' |
| 31. 219 | |
| 32. 218 | |
| 33. 217 | |
| 34. 622 | Driveway cut 5' to 9' |
| 35. 520 | Fill 5' to 17' |
| 36. 521 | |
| 37. 522 | |

38. 523
39. 524
40. 525
41. 526
42. 527

43. 705 Fill 5' to 8'

44. 701 Fill 5' to 8'
45. 702

b. 6. Roads greater than 10% grade and how much they exceed 10%, there is a secondary access road with a 12% grade and a maintenance access road with an 18% grade, as illustrated in yellow in **Exhibit H.** (For HMC comparison, see Section 10.08.28 of the HMC.)

c. 7. R-20 zone dimensional standards. Section 12.14.06 requires a Minimum lot width 250'; the units are 28.17' wide. Minimum front setback from road edge 25'; there are a mix of 20' and 25' front setbacks to stagger lots. Minimum setback from highway (SR 248) 50'; there are setbacks from highway that go down to 17'. Minimum rear setback 50'; the rear setbacks are 20'. Minimum side setbacks 50'; there are 0' side lot lines for interior units and 20' between buildings. All townhomes in the Elkhorn Springs development shall be staggered, or offset, a minimum of 4'-0" along the front and rear elevations.". These setbacks and dimensions are shown on **Exhibits I1** and **I2** and are more particularly identified and described in the chart in **Exhibit S**. (For HMC comparison, see Section 12.14.06 of HMC.)

| LOT # | TYPE | Zone setbacks | Proposed side setbacks | Proposed rear setbacks | 4' Front Lot Stagger Variance | UDOT 50' setback variance in feet |
|---|---|---|---|---|---|---|
| 101 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 102 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 103 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 10' EXTERIOR | | | |
| 104 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 105 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 106 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 107 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 108 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 109 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 110 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 111 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' EXTERIOR | 20’ | | |
| 112 | Townhouse | R20 **SIDE 50'**, **REAR 50',)** | 0' INTERIOR, 10' | 20’ | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | EXTERIOR | | | |
| 201 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 202 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 203 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 204 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 205 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 206 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 207 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 208 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 209 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 210 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 211 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 16 |
| 212 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 213 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 214 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 215 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 216 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 217 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 218 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 219 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 220 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 221 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 222 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 223 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 224 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 225 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 226 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 227 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 228 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 229 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 230 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 231 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 232 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 517 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 518 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 519 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 520 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 521 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 11 |
| 522 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 29 |
| 523 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 31 |
| 524 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 34 |
| 525 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 32 |
| 526 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 22 |
| 527 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | 9 |
| 536 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | YES | |
| 537 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 538 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 539 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 540 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 541 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 542 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 543 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| 544 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | YES | |
| 545 | Townhouse | R20 (FRONT 25', REAR 50' SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20' | | |
| | | | | | | |

d. R6 zone dimensional standards. Minimum side setbacks are conditional; there are 10 foot side setbacks. Minimum lot width 75 feet; the lot width is 65 feet. Minimum rear setback 20 feet; the rear setbacks for Lots 611 and 612 are 8 feet. These

setbacks and dimensions are shown in **Exhibits B, I1,** and **I2** and are more particularly identified and described in the chart in **Exhibit S**. (For HMC comparison, see Sections 10.08.10, 12.08, and 12.14.06 of HMC Code.)

| LOT # | TYPE | Zone setbacks | Proposed side setbacks | Proposed rear setbacks | 4' Front Lot Stagger Variance | UDOT 50' setback variance in feet |
|---|---|---|---|---|---|---|
| 113 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 114 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 115 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 116 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 117 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 118 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 119 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 120 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 121 | Residential | R6 (FRONT 25', REAR 20', SIDE | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | conditional') | | | | |
| 122 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 123 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 124 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 125 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 126 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 233 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 234 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 235 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 236 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 237 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 238 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 239 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 240 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 241 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 242 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 243 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 244 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 245 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 246 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 247 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 248 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 249 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 250 | Residential | R6 (FRONT 25', | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | REAR 20', SIDE conditional') | | | | |
| 251 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 252 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 253 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 301 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 302 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 303 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 304 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 305 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 306 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 307 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 308 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 309 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 310 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 311 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 401 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 402 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 403 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 404 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 405 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 406 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 407 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 408 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 409 | Residential | R6 (FRONT 25', | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | REAR 20', SIDE conditional') | | | | |
| 410 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 411 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 412 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 413 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 414 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 415 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 416 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 417 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 418 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 419 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 420 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 421 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 422 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 423 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 424 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 425 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | 5 | | |
| 426 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | 10 | | |
| 427 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 428 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 429 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 501 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 502 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 503 | Residential | R6 (FRONT 25', | 10' | | YES | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | REAR 20', SIDE conditional') | | | | |
| 504 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 505 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | YES | |
| 506 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 507 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | YES | |
| 508 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 509 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 510 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 511 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 512 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 513 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 514 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 515 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 516 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 528 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 529 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 530 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 17 |
| 531 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 27 |
| 532 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 25 |
| 533 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 26 |
| 534 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 20 |
| 535 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | 16 |
| 601 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 602 | Residential | R6 (FRONT 25', | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | REAR 20', SIDE conditional') | | | | |
| 603 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 604 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 605 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 606 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 607 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 608 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 609 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 610 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 611 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | 8' | | |
| 612 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | 8' | | |
| 613 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 614 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 615 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 616 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 617 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 618 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 619 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 620 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 621 | Existing Residential | R3 | | | | |
| 701 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 702 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 703 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 704 | Residential | R6 (FRONT 25', REAR 20', SIDE | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | conditional') | | | | |
| 705 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 706 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 707 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 708 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 709 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 710 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 711 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 801 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 802 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 803 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 804 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 805 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 806 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 807 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 808 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |
| 809 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10' | | | |

e. NMU (multifamily and commercial) zone dimensional standards. Minimum rear setback 30 feet; the rear setbacks are 20 feet. Minimum side setbacks are 30 feet; the side setbacks are 20 feet. These setbacks and dimensions are shown on **Exhibits I1** and **I2** and are more particularly identified and described in the chart in **Exhibit S**. (For HMC comparison, see Sections 10.08.10, 12.08, and 12.14.06 of HMC.)

| LOT # | TYPE | Zone setbacks | Proposed side setbacks | Proposed rear setbacks | 4' Front Lot Stagger Variance | UDOT 50' setback variance in feet |
|---|---|---|---|---|---|---|
| Staked Flat 1 | Multi Family | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20' | 20' | | |
| Staked Flat 2 | Multi Family | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20' | 20' | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Commercial 1 | Commercial | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20' | 20' | | |

f. Front Public Utility Easement ("**PUE**"). The HMC code is 10 feet from the front right-of-way for the front PUE. On the side of the street with the 4 foot decomposed granite trail: from the right-of-way line, there will be a 3 foot planted buffer, then the 4 foot trail, then a 3 foot buffer, and then a 6 foot PUE**;** and **t**he gas line will be placed behind the curb and gutter in the snow storage 3 foot buffer, and the power and other dry utilities will be placed in the 6 foot PUE**.** On the other side of the street: there will be a 10 buffer, (which will include snow storage), and then a 6 foot PUE; and the gas line will be placed behind the curb and gutter in the 10 foot buffer, and the power and other dry utilities will be placed in the 6 foot PUE. These setbacks and dimensions are shown on **Exhibits I1** and **I2** and are more particularly identified and described in the chart in **Exhibit S**. (For HMC comparison, see Section 10.08.26 of HMC.)

g. While no variance is needed, there are lots on shared private driveways, as illustrated in **Exhibits B, N, I1** and **I2** and are more particularly identified and described in the chart in **Exhibit S.** (For HMC comparison, see Section 10.8.12 of the HMC Code.)

h. The HMC Code minimum setback from wetlands is 100 feet. There is a 10 foot rear setback on Lot 426, and a 5 foot rear setback on Lot 425, (which lot backyards are adjacent to open space and/or wetlands) as shown on **Exhibits I-1** and **I-2**. (For HMC comparison, see Section 10.08.28 and 10.08.30 of the HMC.) The Applicant shall ensure future homeowners fully understand and/or sign documentation to ensure there is no rear yard encroachment into these areas The line will be 0' from the wetlands.

i. Setbacks as to Utah Department of Transportation ("UDOT") Right-of-Way. At certain locations along the UDOT right-of-way line (or perpetual easement line) along SR-248, there will be less than a 50-foot setback for certain residential homes/buildings/structures from the existing UDOT right-of-way line (or perpetual easement line) along SR-248, as illustrated in **Exhibit I2** and are more particularly identified and described in the chart in **Exhibit S.** (For HMC comparison, see Section 10.08.30 of the HMC Code.)

j. Public trail requirements. There are parts of the trails that may require grading, and/or walls as shown on **Exhibits M** and **N;** (for HMC comparison, see Section 10.08.32 of the HMC Code). Cross country trails, (excluding 16 acre park area),

are required by HMC Code to be 10 feet wide and asphalt; these trails are 4 feet wide and decomposed granite.

k. Small scale retail may be a permitted use rather than a conditional use in the NMU district.

l. Walkways. Developer shall construct five (5) foot wide walkways, constructed of decomposed granite (DG) or similar as approved by the Town Planner, on one side (only) of the roads, as depicted in **Exhibit H** WRONG EXHIBIT. **5' PUE and 5' walkways?**

m. Stairs. The corridor width for the stairs is 12 feet. Developer will construct the subject stairs, in coordination with the Town Planner and Town Engineer's specifications as depicted in **Exhibit H (EXHIBIT TO BE UPDATED)**.

n. Pond #5. While no variance is needed, Pond #5 is intended to be a retention basin. Further geotechnical analysis is needed to show percolation rates; and if the required percolation rates are not achievable, an outlet pipe to a lower detention pond will be installed by Developer.

o. Sod/Grass. Subject to the other requirements of this Agreement, (including Section 1.12 prohibiting combustible plants or ground cover within 5 feet of a residential dwelling structure), Developer may place sod/grass in the amounts and as otherwise indicated in **Exhibit U**, including the following: up to a maximum of 1,500 square feet of sod/grass (and less than 50% of the front yard as measured from the front setback line between the two side property lines and the front property line)in the front yards of single family lots; up to a maximum of 300 square feet of sod for each townhome unit (and less than 50% of the front yard as measured from the front setback line between the two side property lines and the front property line);; and up to a maximum of 5,000 square feet of sod for each Stacked Flat building (and less than 50% of the front yard as measured from the front setback line between the two side property lines and the front property line);; and up to a maximum of 25,000 square feet of sod or other vegetation in the park areas. DOES THE COUNCIL SUPPORT ANY GRASS/SOD GIVEN REGIONAL WATER CONCERNS?

**1.3** **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 or shared private driveways are the responsibility of the homeowners or HOA. This includes installation, master metering, maintenance, etc.

**1.4** **Water**: The amount of acre-feet of culinary and irrigation water dedicated by the Applicant for the Project shall be 121.26 acre-feet of water, which is based upon: 103.05 acre feet of water for indoor use at 0.45 ac-ft per ERU; and 18.21 acre feet of water for outdoor use at 3.0 ac-ft per irrigated acre, as more fully set forth in **Exhibit U**; (this does not include the existing house, which already has its water requirements. The Applicant shall provide the necessary water for the commercial/retail building, which may or may not be built by the

Applicant). Depending on the final uses and proposed landscaping for independent lots, and/or the construction of the commercial/retail building, additional water dedication may be necessary. Water level of service shall be at 0.45 ac-ft per ERU and 3.0 ac-ft per irrigated acre for all phases of the project.

**1.5 Proposed Plan**. The Proposed Plan (**Exhibit B**) is hereby incorporated by reference. The Proposed Plan does not justify any exceptions, waivers and/or variances to the HMC or the Town Engineering Standard Specifications and Drawings. All exceptions, waivers, and/or variances are listed in Section 1.4 of this Agreement.

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

**1.7 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 Proposed Plan (and/or other Exhibits hereto) and which meet trail specifications in the Town Code, unless otherwise set forth herein. Developer shall ensure that the maintenance (to Hideout standards) 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 for the first three (3) years after a particular trail is constructed; thereafter, Hideout shall have the sole and exclusive responsibility to maintain all such trails. Easements for public use of the trails shall be provided at time of subdivision approval for the phase of the development being approved.

**1.8 Subdivision Requirements**. Submittals, as listed in Section 1.6 of the Town Engineering Standard Specifications and a landscape plan shall be provided by the developer, reviewed by the Town, and all requirements pursuant to the Town Code shall be met. 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 K,** which exhibit is indicative of all undisturbed land. In approved staging areas, the developer shall not cause 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. Attached hereto as **Exhibit G** is an illustration of the "cut and fill" over 5 feet. The Developer shall keep all "cut and fill" on site and outside of the land dedicated as Non-Disturbed Land in **Exhibit K**. 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 mitigate the negative impacts associated with too much stockpiling and grade change.

**1.9 Preservation of Native Vegetation and Slopes**. Subject to (and consistent with) **Exhibit K**, 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 and/or each homeowner 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 rights-of-way shall not extend greater than 15'-0" beyond the edge of pavement.

**1.10 Limits of Disturbance**. The limitations of disturbance of land shall be defined by the area defined on the Non-Disturbed Map (or "Native to Remain" as designated) that is depicted in **Exhibit K**. The developer will ensure that no disturbance to natural vegetation shall extend beyond any LOD.

**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 Timeline and Phasing Plan.**

**1.11.1.1.1** The timeline for the completion of this project is set forth in Section 3.1.1. THIS TIMELINE SHOULD BE AMENDED. BETTER PHASING LANGUAGE. 2035.

**1.11.1.1.2** Attached hereto as **Exhibit L** is the Phasing Plan and Table Summary. Any changes to the Phasing Plan must be approved by Council.

**1.11.2 Parks.** The Project will also contain a (1) dog park, (2) a frisbee golf park, (3) a plaza (4) gather park, and (5) a pocket park (near the Salzman pond) (collectively, the "Parks") (**Exhibit P-1**, **Exhibit P-2**, **Exhibit P-3**, **Exhibit P-4** and **Exhibit P-5**) as illustrated in the Proposed Plan (and/or other Exhibits hereto). Developer shall construct the Parks in the locations generally shown on the Proposed Plan but final locations (within the general locations) and design will be determined by the Town Planner and Town Engineer, with DRC input where necessary. The Parks will be open to, and for the use of, the public. The dog and frisbee golf parks are currently planned to be located as depicted in **Exhibit B,** but may be relocated to another area (that does not affect the location of the lots depicted in the Proposed Plan and other Exhibits hereto) 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, Developer shall dedicate such platted land for the dog park and the frisbee golf park to the HOA, subject to the right of entry and use by the public. At the time of the recordation of a plat, Developer shall dedicate such platted land for the gathering park and the pocket park 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 Code (as amended from time to time), 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.

**1.11.3 Trails.** The Developer will construct all trails within the land (at the Project) depicted in **Exhibit M** and within the other parts of the Project as depicted in **Exhibit N** in coordination with the Town Planner's and Town Engineer's standards as outlined in the Town Code, except as otherwise set forth herein.

**1.11.4 Developer's Mitigation-of-Impacts Contribution.**

**1.11.4.1 Cash Payments to the Town of Hideout.**

(a) For the purpose of mitigating any impacts of the Project on Hideout, Developer shall: make a cash payment to the Town of Hideout totaling One Million Five Hundred Thousand Dollars ($1,500,000) ("Developers First $1,500,000 Cash Payment") within 90 days after both (1) this Agreement and the Rezoning Amendment (as defined below) have been fully Approved (as defined below), signed and recorded (in the Wasatch County Recorder's Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, the Town of Hideout; provided, however, that notwithstanding anything contained in this Agreement to the contrary, if within such 90-day period, any applicable referendum, appeal or judicial challenge is filled by any person(s), including, without limitation, any of the foregoing related to, or arising from, any property ownership dispute, or the Easement recorded July 26, 1995 as Entry No. 180434 in Book 301 at Page 735 of the Official Records of the Wasatch County Recorder, then Developer may give Hideout written notice prior to the expiration of such 90-day period that Developer desires to terminate this Agreement, which Developer may do in its sole and absolute discretion, or by December 31, 2026, whichever is sooner. If Developer gives such notice in a timely manner: Developer shall not be obligated to make such cash payment or any other cash payment under this Agreement; this Agreement shall terminate; any monies deposited (or posted for bonds or otherwise) shall be returned to Developer; and neither Party shall have any further obligation to the other Party, except those obligations which expressly survive the termination of this Agreement. If Developer fails to give Hideout such notice in a timely manner, Developer shall be deemed to have waived such termination right. As used in this Section 1.10.4. "**Approved**" means that the Developer has obtained all required governmental or agency approvals and completed all required governmental and agency processes. As used above in this Section 1.10.4, "**Rezone Amendment**" means the amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Elkhorn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).

(b) For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall make another cash payment to the Town of Hideout totaling One Million Five Hundred Thousand Dollars ($1,500,000) within the earlier of: (1) three (3) years after the Developers First $1,500,000 Cash Payment is made by Developer to Hideout; or (2) 90 days after the final subdivision plat for Phase 2a (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, , the Town of Hideout.

(c) For the further purpose of mitigating any impacts of the Project on Hideout,

Developer shall make a one-time cash payment to the Town at the closing of the sale of each new residential home (on a lot) (within the Property and Project) (to a buyer that will occupy the new residential home/lot) equal to four tenths of one percent (0.4%) of the gross sales price, (reflected on the settlement statement) minus (1) the amounts paid for realtor and other commissions, (2) the amounts paid for title insurance and fees, and (3) the value of any incentives given by the seller/builder to the Buyer of the particular new residential home (and lot) (each a "Hideout Home Closing Payment"), each of which Hideout Home Closing Payment (as to a particular closing of a new residential home (and lot) within the Property and Project) shall be paid to the Town of Hideout from the proceeds of the closing of the sale of the particular new residential home (and lot) (within the Property and Project). (To be clear, the Hideout Home Closing Payment is a one-time payment as to the closing of the sale of each new residential home (and lot) (within the Property and Project) with a buyer (who will occupy the home/lot), and there is no Hideout Home Closing Payment due (and the Hideout Home Closing Payment does not apply) as to any subsequent closing(s) of sales of a particular home (and lot thereon), including to another subsequent buyer.) As an example (for the purposes of clarity) relating to a Hideout Home Closing Payment pertaining to the closing of the sale of a particular new home (and Lot) within the Property and Project, if the gross sales price reflected on the settlement statement was $1,000.000, the realtor commissions were $60,000, the seller/builder incentives were $30,000 and the title insurance costs and fees were $5,000, the amount of the Hideout Home Closing Payment would be $3,620, (i.e. $1,000,000 minus $60,000 minus $30,000 minus $5,000 equals $905,000; and $905,000 times .004 equals $3,620).

(d) For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall either, (at Hideout's election), (a) make a cash payment to the Town of Hideout totaling Fifty-Eight Thousand Dollars ($58,000) THE COUNCIL SHOULD DISCUSS THE PRICING (HAL QUOTE WAS $950,000) AND WHAT DELIVERABLES ARE EXPECTED (the "**Spine Trial Design/Survey Payment**") or (b) have the Spine Trail Design and Survey (defined below) performed (pursuant to the bids attached hereto as **Exhibit T):** within 120 days after both (1) this Agreement and the Rezoning Amendment have been fully Approved, signed and recorded (in the Wasatch County Recorder's Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout. The purpose of this Spine Trail Design/Survey Payment is: (a) for the topographic survey work (along SR248) and full design and construction drawings (inclusive survey of retaining walls and bridges as necessary) for a separated 10 foot wide, asphalt trail from the intersection of [Park City Heights and Highway 40], Summit County, Utah, to the intersection of [Main Street and Highway 36], Kamas, Utah (the "**Spine Trail Design and Survey**"); or (b) such other lawful purpose the Town Council may decide.

(e) If the Developer has not constructed a commercial (or retail) building (with a minimum of 1,500 square feet) on the retail/commercial lot, (i.e., Lot 1001), within

5 years of the date of this Agreement, the Developer shall convey Lot 1001 to the Town of Hideout. Under circumstances where the Developer conveys Lot 1001 to the Town of Hideout, the parking lot will remain open to, and for the use of, the public and the residents of this Project.

Notwithstanding anything to the contrary in this Agreement or the Exhibits to this Agreement: the Developer may, at Developer's sole discretion, include the entire Golden Eagle access (spine) road (in the Property and Project), (which road shall be public), in Developer's Phase 1 for the Property and Project, including the part of Golden Eagle access (spine) road (in the Property and Project) currently depicted as Phase 2C of the Phasing Plan depicted in **Exhibit L** hereto; (and under such circumstances, the Developer may, at the Developer's sole discretion, develop/construct the part of Golden Eagle access (spine) road (in the Property and Project) currently depicted as Phase 2C (of the Phasing Plan depicted in **Exhibit L** hereto) at a later date when developing/constructing a later Phase of the Property and Project).

Except as otherwise identified herein, the monies derived for the cash payments in this Section 1.10.4.1 shall be used by Hideout for projects such as a community center (located outside of the Property and Project), relocating the public works building, or incentivizing commercial development (located outside the Property and Project).

**1.11.4.2** **Public Indoor Pickleball Facility and Parking Lot.** For the further purpose of mitigating any impacts of the Project on Hideout, after the recordation of the plat, (i.e., the plat for Phase 2a) containing the Facility (defined below) and the Facility Parking Lot (defined below), Developer shall construct and (when completed) dedicate and convey to Hideout (1) a public indoor pickleball court (minimum of two courts) facility constructed on Lot 1002 (the "**Facility**") and (2) the pickleball parking lot, constructed on Lot 1002, along with Lot 1002. Developer shall construct the Facility on the lot of real property, (i.e. lot 1002), shown on **Exhibit I1,** and in the size, (i.e., 100 feet by 70 feet) shown on **Exhibit N,** per the input of the Town Planner and Town Engineer, and dedicate and convey the Facility, (including the lot upon which the Facility is constructed), to the Town upon completion of the construction of the Facility and Facility Parking Lot. Developer shall also construct the Facility Parking Lot on the lot of real property, (i.e. lot 1002), shown on **Exhibit I1** ("**Facility Parking Lot**"), and dedicate and convey the Facility Parking Lot, (including lot 1002), to the Town upon completion of the construction of the Facility and the Facility Parking Lot. The Facilities will be open to, and for the use of, the public as determined by the Town. The Facility Parking Lot will remain open to, and for the use of, the public and the residents of this Project. The indoor pickleball court facility and parking lot must be dedicated to the Town no later than December 31, 2029.

**1.11.4.3** **Monument Sign.** For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall construct a monument sign along Highway SR 248, as depicted in **Exhibit Q**. Developer will apply to the Utah Department of Transportation ("UDOT") for a building permit for the monument sign within the earlier of (1) one (1) year after the Developers First $1,500,000 Cash Payment is made by Developer to Hideout or (2) 90 days after the final subdivision plat for Phase 2a (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch

County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout. Developer will begin construction of a monument sign (and the sign committed to as part of the Deer Springs development) on the two sites approved by the Town and UDOT within 90 days of receiving such UDOT building permit. The signs must be fully installed no later than December 31, 2027.

**1.11.4.4 Gravel Decomposed Granite (DG) Walkways.** For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall construct five (5) foot wide gravel DG walkways on one side (only) of the roads, as depicted in **Exhibit H**.

**1.11 Developer's Right to Terminate Development Agreement.** Developer, in Developer's sole and absolute discretion, may cancel or terminate this Agreement no later than within 90 days after both (1) this Agreement and the Rezoning Amendment have been fully Approved, signed and recorded (in the Wasatch County Recorder's Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, , Hideout, by giving Hideout written notice prior to the expiration of such 90-day period that Developer desires to terminate this Agreement. If Developer gives such notice in a timely manner: Developer shall not be obligated to make any cash payments under this Agreement; this Agreement shall terminate; any monies deposited (or posted for bonds or otherwise) shall be returned to Developer; and neither Party shall have any further obligation to the other Party, except those obligations which expressly survive the termination of this Agreement. If Developer fails to give Hideout such notice in a timely manner, Developer shall be deemed to have waived such termination rig UNFINISHED SENTENCE

**1.12 Fire Prevention Measures.** Developer shall not place (a) combustible plants or ground cover within five (5) feet, or (b) trees within ten (10) feet, of a residential dwelling structure.

**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 (DRC).** Made up of a Planning Commissioner, a Town Council member, the Town Planner, and two representatives of Developer. The DRC shall be responsible for the review of all residential and commercial development on site, including final landscape plans. DRC approval is required prior to submittal for any building permit. It is important that there be a variety of housing typologies and designs.

**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, Road Dedication and UDOT Access and Deceleration Lane**. The Golden Eagle access (spine) road (in the Project) shall be public, and all other roads shall also be public, (but not shared private driveways), as is illustrated in **Exhibit H**. Public Roads in the Project shall be constructed to Hideout standards, and dedicated to Hideout. The maintenance of these roads and any utilities located under or adjacent to them shall be the responsibility of Hideout. The maintenance of the shared private driveways and any utilities located under or adjacent to them shall be the responsibility of the homeowner or the HOA. The agreement with UDOT as to access and the deceleration lane is attached hereto as **Exhibit O**.

**2.3 Landscape Plans.** Overall landscaping plans, including for Phases 1-4, Phases 4-8, the gathering area park, the dog park, and the frisbee park, are attached hereto as **Exhibit P-1**, **Exhibit P-2**, **Exhibit P-3**, **Exhibit P-4**and **Exhibit P-5**.

**2.4 Land to be Dedicated to Town.** The public roads to be dedicated to the Town are depicted in **Exhibit H**. The lot, (i.e. lot 1002), for the public indoor pickleball court facility (and the parking lot) to be dedicated to the Town is depicted in **Exhibit I1**.

**2.5 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.

**2.6 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).

**2.7 Application Under Town's Future Laws**. Without waiving any density rights and the other rights granted by this Agreement, (including but not limited to exceptions, waivers and variances), 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 including but not limited to the following:

***2.7.1*** Monotony Clause in the Town Code must be followed;

Revegetation Plan for common areas (and around the stormwater basins), consistent with this Agreement, shall be submitted with such applications.

## 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, 2035. If Developer has not been declared to be currently in Default as of December 31, 2035 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2037.

**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** 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, Storm Drain and other Municipal Services** Except as otherwise provided in this 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. Level of service shall be calculated at 0.45 acre feet per ERU and 3.0 ac-ft per irrigated acre.

**3.6 Public Infrastructure**. Developer, at Developer's cost and expense, shall have 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 roadways, including utilities, and responsibility for, and maintenance of the same (including snow removal/road repair, etc.) shall be the responsibility of Hideout. Shared private driveways, 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.

**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 by Developer to the Proposed plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications by the Developer to the Proposed 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 Proposed 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. Except as set forth in this Agreement, compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted without an amendment to this document. The Proposed Plan does not vest the Developer except as specifically stated in this Agreement.

**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 1.15.

**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 C**) adopted by Hideout on _____, 2025.

**3.21 Indemnification**.

**3.21.1** Agreement. Developer agrees to 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 and arise from the acts or omissions of Developer.

**3.21.2** Third-Party Impact Fee Claims. Developer agrees to 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.

**3.21.3**

**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:**
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 all at one time or by phase within this approved project Phasing Plan. Regardless of the Phasing Plan, no phase shall be built that depends upon infrastructure from a future phase. Every phase must stand alone or depend on phases that are already built 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 staff modifications or elaborations will come before the Town Council for approval.

**4.2 Forms of Ownership Anticipated for Project**. All forms of ownership are anticipated.

**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: _____
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: _____

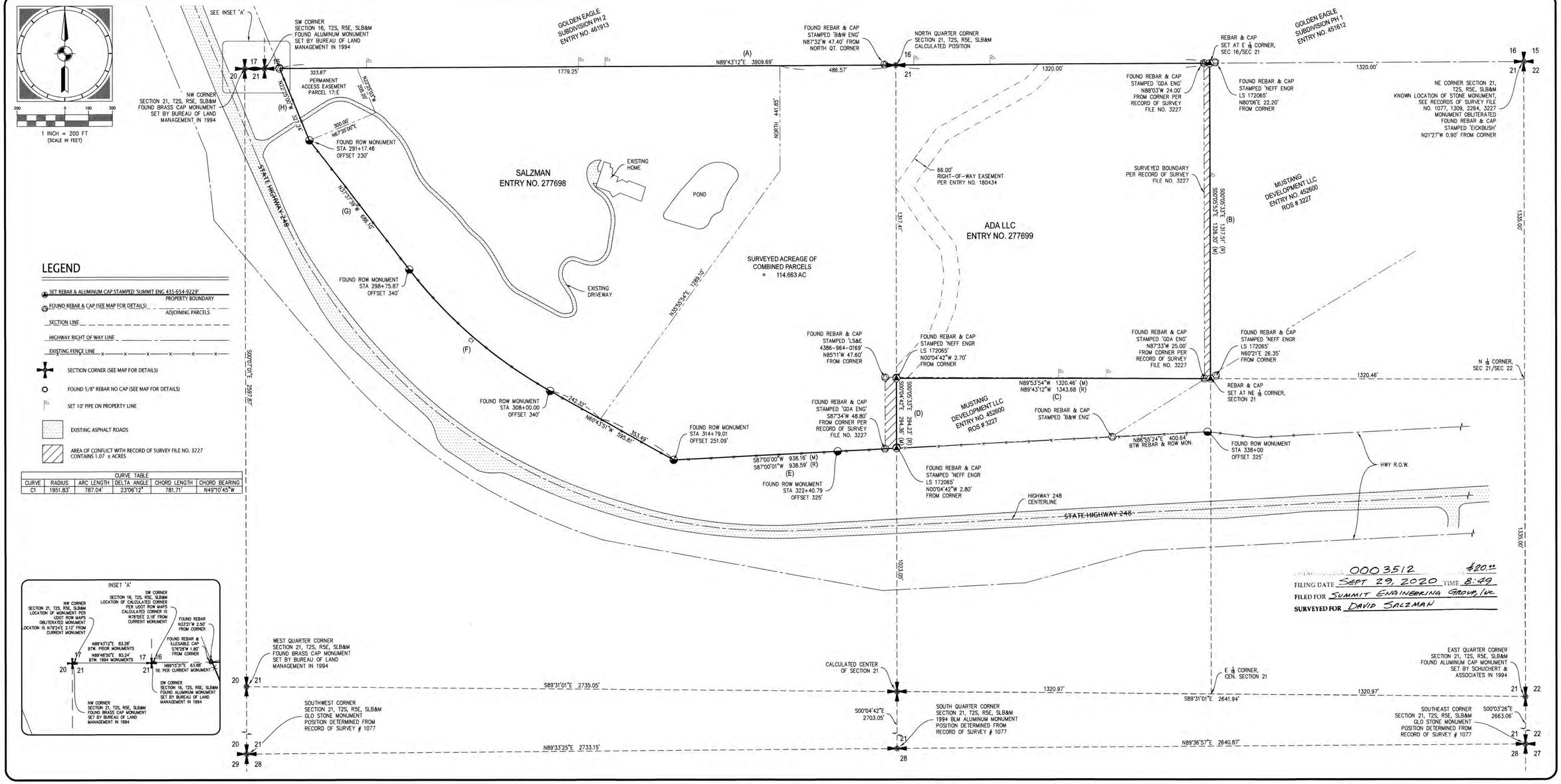
**STATE OF UTAH )**
**: ss**
**COUNTY OF _____ )**

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

**List of Exhibits.**

Exhibit A: Legal Descriptions *(and graphic illustration of development area)*
Exhibit B: Proposed Plan
Exhibit C: Hideout Town Council Approval Resolution
Exhibit D: Finding of Fact, Conclusions, and Conditions of Approval (to include the Conditions of Approval from the Proposed Plan Approval – Planning and Engineering)
Exhibit E: Retaining Walls
Exhibit F: Slopes
Exhibit G: Cut and Fill Map View
Exhibit H: Roads
Exhibits I-1, I-2: Setbacks
Exhibit J: Design and Architectural Guidelines (TO BE UPDATED TO INCLUDE ADDITIONAL ARCHITECTURAL STYLES)
Exhibit K: Proposed Plan w/ Areas to Remain Undisturbed
Exhibit L: Phasing Plan and Table Summary
Exhibit M: Trails within the 16 acres of Open Space
Exhibit N: Trails in Project (other than in the 16 acres of Open Space)
Exhibit O: UDOT Agreement
Exhibit P-1, P-2, P-3, P-4, P-5: Landscaping Plans
Exhibit Q: Monument Sign
Exhibit R: Overall Zoning Map
Exhibit S: Chart as to Exceptions, Waivers and Variances
Exhibit T: Bids for Spine Trail Design and Survey
Exhibit U: Water Requirements




## SURVEYOR'S CERTIFICATE

I, KEVIN M. BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 11207308) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF DAVID SALZMAN.

2. THE LAND SURVEYED LIES WITHIN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING JULY 2020.

3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 17, OF THE UTAH CODE.

4. THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

Kevin M. Balls
KEVIN M. BALLS
PROFESSIONAL LAND SURVEYOR

08/07/2020
DATE

PROFESSIONAL LAND SURVEYOR No. 11207308 KEVIN M. BALLS 08/07/2020 STATE OF UTAH
SURVEYOR'S SEAL

## DEED DESCRIPTIONS

ENTRY NO. 277698

BEGINNING AT A POINT WHICH IS NORTH 89°43'12" EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS THE FOLLOWING COURSE, SOUTH 22°25'00" EAST 327.24 FEET, THENCE SOUTH 37°37'39" EAST 686.10 FEET, THENCE AROUND A 1951.83 FOOT RADIUS CURVE TO THE LEFT, (DELTA=23°06'12") 787.035 FEET, THENCE SOUTH 60°43'51" EAST 242.32 FEET, THENCE NORTH 35°55'54" EAST 1289.100 FEET, THENCE NORTH 441.850 FEET TO THE NORTH SECTION LINE OF SAID SECTION 21, THENCE ALONG SAID SECTION LINE SOUTH 89°43'12" WEST 2103.120 FEET TO THE POINT OF BEGINNING.
SUBJECT TO:
A PERPETUAL ACCESS EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA UPON PART OF AN ENTIRE TRACT OF PROPERTY FOR THE PURPOSE OF CONSTRUCTING THEREON AN ACCESS ROAD AND APPURTENANT PARTS THEREOF INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PARCEL NO. NF-61, AS GRANTED IN WARRANTY DEED RECORDED JANUARY 19, 1988, AS ENTRY NO. 144716, IN BOOK 197, AT PAGE 163, WASATCH COUNTY RECORDER'S OFFICE.
LESS AND EXCEPTING THE REMAINDER OF PROPERTY KNOWN AS PARCEL NO. 2
BEGINNING AT A POINT NORTH 89°43'12" EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 22°25' EAST 327.24 FEET, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 37°37'39" EAST 686.10 FEET TO THE BEGINNING OF A CURVE, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE AROUND A CURVE TO THE LEFT (DELTA=23°06'12" RADIUS 1951.83 FEET) 787.035 FEET, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 60°43'51" EAST 595.813 FEET, THENCE NORTH 87°00'01" EAST 938.59 FEET, THENCE NORTH 00°05'33" WEST 294.229 FEET ALONG THE QUARTER SECTION LINE TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 89°43'12" EAST 1343.685 FEET TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 00°05'33" WEST 1317.51 FEET TO THE SECTION LINE, THENCE ALONG THE SECTION LINE SOUTH 89°43'12" WEST 1343.685 FEET TO THE NORTH QUARTER CORNER OF SECTION 21, THENCE ALONG THE SECTION LINE SOUTH 89°43'12" WEST 2589.70 FEET TO THE POINT OF BEGINNING.

ENTRY NO. 277699

BEGINNING AT A POINT NORTH 89°43'1211 EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 22°25' EAST 327.24 FEET, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 37°37'3911 EAST 686.10 FEET TO THE BEGINNING OF A CURVE, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE AROUND A CURVE TO THE LEFT (DEL TA= 23°06'12" RADIUS 1951.83 FEET) 787.035 FEET, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 60°43'51 11 EAST 595.813 FEET, THENCE NORTH 87°00'01" EAST 938.59 FEET, THENCE NORTH 00°05'3311 WEST 294.229 FEET ALONG THE QUARTER SECTION LINE TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 89°43'12" EAT 1343.685 FEET TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 00°05'3311 WEST 1317.51 FEET TO THE SECTION LINE, THENCE ALONG THE SECTION LINE SOUTH 89°43'12" WEST 1343.685 FEET TO THE NORTH QUARTER CORNER OF SECTION 21, THENCE ALONG THE SECTION LINE SOUTH 89°43'1211 WEST 2589.70 FEET TO THE POINT OF BEGINNING.
SUBJECT TO:
A PERPETUAL ACCESS EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA UPON PART OF AN ENTIRE TRACT OF PROPERTY FOR THE PURPOSE OF CONSTRUCTING THEREON AN ACCESS ROAD AND APPURTENANT PARTS THEREOF INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PARCEL NO. NF-61, AS GRANTED IN WARRANTY DEED RECORDED JANUARY 19, 1988, AS ENTRY NO. 144716, IN BOOK 197, AT PAGE 163, WASATCH COUNTY RECORDER'S OFFICE.
LESS AND EXCEPTING THE FOLLOWING PORTION:
BEGINNING AT A POINT WHICH IS NORTH 89°43'12" EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS THE FOLLOWING COURSE, SOUTH 22°25'00" EAST 327.24 FEET, THENCE SOUTH 37°37'39" EAST 686.10 FEET, THENCE AROUND A 1951.83 FOOT RADIUS CURVE TO THE LEFT, (DELTA=23°06'1211) 787.035 FEET, THENCE SOUTH 60°43'51" EAST 242.32 FEET, THENCE NORTH 35°55'54" EAST 1289.10 FEET, THENCE NORTH 441.850 FEET TO THE NORTH SECTION LINE OF SAID SECTION 21, THENCE ALONG SAID SECTION LINE SOUTH 89°43'12" WEST 2103.120 FEET TO THE POINT OF BEGINNING.

## SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO DETERMINE THE PHYSICAL LOCATION AND MONUMENT PROPERTY REFERENCED IN WARRANTY DEEDS ENTRY NO. 277698 & 277699. SEVERAL PRIOR SURVEYS APPEAR TO HAVE BEEN PERFORMED ON SUBJECT PROPERTY BASED ON FOUND MONUMENTS IN THE FORM OF REBARS & CAPS, HOWEVER, NO RECORDS OF SURVEY ARE ON FILE WITH THE WASATCH COUNTY SURVEYOR'S OFFICE. THE LOCATIONS OF SAID REBARS & CAPS ARE RECORDED ON THE FACE OF THIS PLAT. IT SHOULD BE NOTED THAT A SURVEY PERFORMED BY GARY G. CHRISTENSEN CIRCA 2019 (RECORD OF SURVEY FILE NO. 3227 IN THE WASATCH COUNTY SURVEYOR'S OFFICE) ON THE ADJACENT PROPERTY TO THE EAST CONFLICTS WITH THIS SURVEY. THE SUBJECT PROPERTY IS TIED TO THE NORTHWEST CORNER OF SECTION 21, BASED ON RESEARCH AND BOUNDARY ANALYSIS, IT IS THE OPINION OF THIS SURVEYOR THAT THE CURRENT 1994 BUREAU OF LAND MANAGEMENT MONUMENTS FOR THE NORTHWEST CORNER OF SECTION 21 AND THE SOUTHWEST CORNER OF SECTION 16 DIFFER FOR THE LOCATIONS AS DOCUMENTED ON THE UDOT RIGHT OF WAY MAPS FOR HIGHWAY 248, PROJECT NUMBER NF-61 (SEE INSET 'A' FOR PRIOR LOCATIONS). EVIDENCE SUGGESTS THAT TITLE FOR THE SUBJECT PROPERTY PREDATED THE CURRENT 1994 BUREAU OF LAND MANAGEMENT MONUMENT FOR THE NORTHWEST CORNER OF SECTION 21 AS TITLE BEARINGS AND DISTANCES MATCH THE HIGHWAY RIGHT OF WAY LINES AND THE CALLED FOR NORTH SECTION LINE MATCHES THE SECTION LINE SHOWN ON THE UDOT RIGHT OF WAY MAPS FOR HIGHWAY 248. FURTHERMORE, PLACING TITLE ON THE HIGHWAY RIGHT-OF-WAY LINES CONFORMS WITH THE KNOWN LOCATION FOR THE GLO STONE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 21.

THE CONTROLLING ELEMENTS OF EACH SURVEYED LINE ARE AS FOLLOWS:
(A) THE NORTH BOUNDARY FOLLOWS THE SECTION LINE AS DOCUMENTED ON UDOT RIGHT-OF-WAY PLANS FOR HIGHWAY 248 (PROJECT NUMBER NF-61).
(B) FOLLOWS THE EAST SIXTEENTH LINE AS DETERMINED BY PROTRACTION OF THE SECTION. SECTION 21 IS LOTTED ON THE WEST SIDE; THEREFORE, THE NORTH QUARTER CORNER WAS CALCULATED ALONG THE SECTION LINE 2640' FROM THE NORTHEAST CORNER AND EXCESS WAS PLACED IN THE WEST HALF OF SAID SECTION.
(C) FOLLOWS THE NORTH SIXTEENTH LINE AS DETERMINED BY PROTRACTION OF THE SECTION.
(D) FOLLOWS THE QUARTER SECTION LINE AS DETERMINED BY PROTRACTION OF THE SECTION TO SAID NORTHERLY HIGHWAY RIGHT OF WAY.
(E) – (H) FOLLOWS THE SAID NORTHERLY HIGHWAY RIGHT OF WAY.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 87°42'57" EAST 5376.81 FEET BETWEEN THE 1994 BLM MONUMENT FOR THE NORTHWEST CORNER AND THE LOCATION OF THE GLO STONE MONUMENT FOR THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH THE UTAH COORDINATE SYSTEM CENTRAL ZONE BEARINGS (NAD 83).

## GENERAL NOTES

1. THIS SURVEY DOES NOT GUARANTEE TITLE TO LINE, NOR IS IT PROOF OF OWNERSHIP, NOR IS IT A LEGAL INSTRUMENT OF CONVEYANCE. FURTHERMORE, ANY SURVEY MARKERS SET IN CONJUNCTION WITH THIS SURVEY ARE NOT INTENDED TO REPRESENT EVIDENCE OF OWNERSHIP OF THE SUBJECT PROPERTY OR ITS ADJOINERS.

2. IN THE EVENT THAT THIS SURVEY DETERMINES THAT THE CREATION OF A NEW/IMPROVED LEGAL DESCRIPTION IS ADVISABLE AND NECESSARY TO AID THE RESOLUTION OF KNOWN BOUNDARY CONFLICTS, IT SHOULD BE UNDERSTOOD THAT SUCH A LEGAL DESCRIPTION, AS MIGHT BE SHOWN AND PROVIDED HEREON, DOES NOT AUTOMATICALLY REPLACE OR EXTINGUISH RECORD TITLE LINES AND SHOULD NOT BE USED IN INSTRUMENTS OF CONVEYANCE BY WARRANTY OR FOR THE BOUNDARY LINES OF FUTURE DEVELOPMENTS UNLESS THE BOUNDARY LINES OF SUCH A LEGAL DESCRIPTION, AS MIGHT BE PROVIDED HEREON, HAVE BEEN ESTABLISHED AND AGREED UPON BY APPROPRIATE AND LEGAL MEANS BETWEEN RELEVANT PARTIES. TO HELP PREPARE SUCH AGREEMENTS, SOLICITATION OF COMPETENT LEGAL COUNSEL IS STRONGLY RECOMMENDED.

3. IN THE EVENT THAT THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF PARCELING PROPERTY ACCORDING TO DIRECTIONS FROM THE CLIENT, UNDER NO CIRCUMSTANCE SHOULD THE PARCELING OF PROPERTY AS MIGHT BE SHOWN HEREON AND DESCRIBED BY LEGAL DESCRIPTION ABOVE BE INTERPRETED AS REPRESENTING A LEGAL SUBDIVISION OF LOTS OF RECORD SANCTIONED OR APPROVED BY CITY OR COUNTY GOVERNMENT OFFICES. INDEED, THIS SURVEY AND ANY INFORMATION PROVIDED HEREON ARE INTENDED NEITHER TO CREATE NOR DESTROY LOT OF RECORD STATUS AND ASSOCIATIVE ENTITLEMENTS AND MAKES NO CLAIM AS TO LOT CONFORMANCE BY STATUTE. PROPERTY OWNERS AND PROSPECTIVE BUYERS ARE ADVISED TO CONTACT CITY AND COUNTY PLANNING OFFICES FOR INFORMATION AND DIRECTION PERTAINING TO ISSUES OF LOT CONFORMANCE AND REQUIREMENTS FOR DEVELOPMENT.

4. THIS SURVEY REPRESENTS OPINIONS BASED ON FACTS AND EVIDENCE. AS THE EVIDENCE CHANGES OR IF NEW EVIDENCE IS DISCOVERED OR RECOVERED, THEN THE SURVEYOR RESERVES THE RIGHT TO MODIFY OR ALTER HIS OPINIONS PERTAINING TO THIS SURVEY ACCORDING TO THIS NEW EVIDENCE.

5. THIS SURVEY DOES NOT PURPORT TO DETAIL THE LOCATIONS OF ANY OR ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD AND USE.

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Summit Engineering Group Inc.
STRUCTURAL • CIVIL • LAND SURVEYING
58 WEST 200 SOUTH, STE 176
HEBER CITY, UTAH 84032
Ph. 435-654-9229 • F. 435-654-9231

DRAWN BY: KMB
REVIEWED BY: BC
SCALE: 1" = 200'
ISSUE DATE 08/07/2020

LOCATED IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SLB&M
WASATCH COUNTY, UTAH

# RECORD OF SURVEY

PREPARED FOR: DAVID SALZMAN
PROJECT: BOUNDARY SURVEY

PROJECT: L20-146
SHEET: 1 OF 1

ENTRY NO. 000 3512 FEE $20.00
FILING DATE Sept 29, 2020 TIME 8:49
FILED FOR Summit Engineering Group, Inc
SURVEYED FOR David Salzman



3512

08/07/202007:44 AM

# EXHIBIT B




North
Print 22 x 34: 1 " = 150 Feet

150 75 0 150 300

Legend . Elkhorn, Hideout, Utah . Holmes Homes

| | | | |
|---|---|---|---|
| | Estate Lots: Downhill | 37 Lots | |
| | Estate Lots: Uphill | 20 Lots | 57 Lots |
| | Small Estate: Downhill | 7 Lots | |
| | Small Estate: Uphill | 8 Lots | 15 Lots |
| | Single Family Lots: Downhill | 25 Lots | |
| | Single Family Lots: Uphill | 41 Lots | 66 Lots |
| | Town Homes: Downhill | 45 Units | |
| | Town Homes: Uphill | 21 Units | 66 Lots |
| | Stacked Flats | | 24 Units |
| | Existing Single Family Lot | | 1 Lot |
| | Commercial Lot | | 1 Lot |
| | Pickleball Building | | 1 Lot |
| Totals: | | | 231 Units |
| | Downhill Units: | 114 | |
| | Uphill Units: | 90 | |
| | Stacked Flats | 24 | |

REVISED 1 OCTOBER 2025
REVISED 8 JULY 2025
REVISED 18 JUNE 2025
REVISED 17 JUNE 2025
REVISED 21 APRIL 2025
REVISED 17 APRIL 2025
REVISED 11 APRIL 2025
REVISED 6 MARCH 2025
REVISED 7 FEBRUARY 2025
20 DECEMBER 2024

CONCEPT PLAN

# ELKHORN

Hideout, Utah

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

R. MICHAEL KELLY CONSULTANTS
Land Planning | Landscape Architecture
P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

# EXHIBIT "E"

45.06 AC

PROJECT BOUNDARY

PROJECT BOUNDARY

WALL #9
10' VERTICAL WALL
TAPER

WALL #1
10' VERTICAL WALL
TAPER

2-7' VERTICAL WALL
TAPER

WALL #4
10' VERTICAL WALL

2-10' VERTICAL WALL
TAPER

WALL #3
7' VERTICAL WALL

2-7' VERTICAL WALL
TAPER

2-10' VERTICAL WALL
TAPER

WALL #5
10' VERTICAL WALL

2-10' VERTICAL WALL
TAPER

WALL #2
12' VERTICAL WALL
TAPER

WALL #6
10' WALL

69.56 AC

PROJECT BOUNDARY

2-12' VERTICAL WALL
TAPER

4' ROCK WALL
WALL #9

WALL #7
12' VERTICAL WALL

2-12' VERTICAL WALL
TAPER

12' VERTICAL WALL
WALL #8

PROJECT BOUNDARY

HWY 248

HWY 248

N

150 0 150 300

SCALE IN FEET
1"=150' (24"X36" SHEET)

LEGEND

SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS

EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
1ST FINISH CONTOUR
5' FINISH CONTOUR
1ST FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=150'

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P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
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ELK HORN SPRINGS
PRELIMINARY

PHASE 1-8 RETAINING WALLS VIEW
EXHIBIT "E"

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-E

# EXHIBIT "F"

45.06 AC

PROJECT BOUNDARY

BUILDING PAD
FOOTPRINT (TYP)
SETBACKS

MANMADE SLOPES

EX ROAD EASEMENT

POSSIBLE WETLANDS

MANMADE SLOPES

69.56 AC

PROJECT BOUNDARY

UDOT

HWY 248

PROJECT BOUNDARY

UDOT

HWY 248

30% + SLOPES (TYP)

N

150 0 150 300

SCALE IN FEET
1"=150' (24"X36" SHEET)

LEGEND

SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS

EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=150'

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PH: (801) 694-5848
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ELK HORN SPRINGS
PRELIMINARY

PHASE 1-8 SLOPES MAP VIEW

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-F
SHEET NO. _____

# EXHIBIT "G"

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

UDOT

UDOT

HWY 248

HWY 248

CUT 5-10
CUT 10-15
CUT15+
FILL 5-10
FILL 10-15
FILL 15+

6850.80
row mon

N

150 0 150 300

SCALE IN FEET
1"=150' (24"X36" SHEET)

LEGEND

SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS

EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=150'

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ELK HORN SPRINGS
PRELIMINARY

PHASE 1-8 CUT FILL MAP VIEW

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-G
SHEET NO. _____

# EXHIBIT "H"

12% SECONDARY ACCESS ROAD

45.06 AC

PROJECT BOUNDARY

PRIVATE ROAD

PUBLIC ROAD

PRIVATE ROAD

PUBLIC ROAD

PRIVATE ROAD

PUBLIC ROAD

PUBLIC ROAD

PRIVATE ROAD

STAIRS

STAIRS

STAIRS

STAIRS

COMMERCIAL

69.56 AC

EXISTING 15% SECONDARY EMERGENCY ACCESS ROAD
NEW: 12% AFTER UDOT APPROVALS

PROJECT BOUNDARY

PROJECT BOUNDARY

UDOT

HWY 248

18% MAINTENANCE ACCESS ROAD

PUBLIC ROAD

UDOT

HWY 248

N

150 0 150 300

SCALE IN FEET
1"=150' (24"X36" SHEET)

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=150'

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ELK HORN SPRINGS ROAD EXCEPTIONS
PHASE 1-8

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-H

PROJECT BOUNDARY

ROAD 1

ROAD 2

ROAD 3

FUTURE PHASE 5-8

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

306 10820 SF
307 11560 SF
308 10400 SF
309 10400 SF
310 10400 SF
311 10399 SF
305 10380 SF
304 10400 SF
303 10400 SF
302 10400 SF
301 9970 SF
428 10921 SF
429 7760 SF
427 8106 SF
401 6990 SF
402 6751 SF
403 6896 SF
404 6847 SF
405 6872 SF
406 8577 SF
407 12409 SF
411 10797 SF
412 11230 SF
410 12324 SF
413 10924 SF
409 10624 SF
414 10874 SF
415 9949 SF
416 10998 SF
417 11214 SF
418 9686 SF
426 10191 SF
425 5061 SF
424 6558 SF
423 6827 SF
422 6832 SF
421 6989 SF
420 12638 SF
419 10624 SF
DRAINAGE CORRIDOR
119 9093 SF
120 8371 SF
121 6825 SF
122 6825 SF
123 6825 SF
124 6825 SF
125 6776 SF
126 6577 SF
247 9614 SF
246 9563 SF
245 9044 SF
244 9975 SF
243 7608 SF
242 7605 SF
241 8893 SF
240 9295 SF
239 8615 SF
238 8409 SF
237 8622 SF
236 7682 SF
235 6500 SF
234 6800 SF
233 6200 SF
232 6200 SF
231 6200 SF
230 6200 SF
229 6200 SF
228 6200 SF
227 6200 SF
226 6200 SF
225 6200 SF
118 6579 SF
117 6662 SF
116 6825 SF
115 6825 SF
114 6841 SF
113 9266 SF
248 6901 SF
249 8812 SF
250 6707 SF
251 8558 SF
252 9843 SF
253 8595 SF
112 1971 SF
111 1971 SF
110 1971 SF
109 1968 SF
108 1971 SF
107 1971 SF
106 1971 SF
105 1971 SF
104 1971 SF
103 1971 SF
102 1971 SF
101 1971 SF
1001 51416 SF PARKING LOT
COMMUNITY
PRIVATE
1002 20976 SF PICKLEBALL PARKING
STACKED FLATS
STACKED FLATS
STAIRS
20' SEPARATION
50' UDOT SETBACK
BUILDING SETBACK LINE
ROW
X

REAR YARD
20' SETBACK
SETBACK
INDEX
SIDE YARD
10' SETBACK
LOT #
ROAD
FRONT YARD SETBACK
VARIES 26' OR 31'

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=100'

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PH: (801) 694-5848
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ELK HORN SPRINGS PH 1-4

SETBACKS MAP

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-I1
SHEET NO.

NOTE: FRONT SETBACK MEASURED FROM BACK OF CURB

# EXHIBIT "I 1"

N

100 0 100 200
SCALE IN FEET
1"=100' HORIZONTAL

LEGEND

SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS
EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

# EXHIBIT "I-2"

EX GOLDEN EAGLE PHASE 2

PROJECT BOUNDARY

45.06 AC

PROPERTY LINE

EX HIGHWAY

PROJECT BOUNDARY

PROPOSED ELKHORN PH 1-4

OPEN SPACE

EX HOUSE

TOWNHOMES

UDOT SETBACK

20' SEPARATION

TRAIL

ROW

NOTE: FRONT SETBACKS ARE MEASURED FROM BACK OF CURB

REAR YARD 20' SETBACK

SETBACK INDEX

SIDE YARD 10' SETBACK

FRONT YARD SETBACK

ROAD

SCALE IN FEET
1"=80' HORIZONTAL

80 0 80 160

LEGEND

SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS
EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=80'

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PH: (801) 694-5848
paul@gatewayconsultingllc.com
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ELK HORN SPRINGS PH 5-8
PRELIMINARY

SETBACKS MAP

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-I2
SHEET NO.

# Elkhorn

Hideout, Utah




## D E S I G N  G U I D E L I N E S

HOLMES HOMES
*A family tradition since 1890*

Table of Contents

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1. Purpose and Intent
2. Massing and Form
3. Roof Slopes
4. Roof Forms
5. Roof Overhangs
6. Roof Surfacing Materials
7. Roof Appurtenances
8. Wall Materials
9. Number of Wall Materials
10. Color Palette and Texture
11. Openings
12. Windows
13. Garage Doors
14. Balcony and Decks

## Landscape Design Guidelines

1. Area Character
2. Re-vegetation
3. Landscape Massing
4. Solar Orientation and Preservation of View Corridors
5. Wildlife Management
6. Irrigation
7. Grading
8. Drainage
9. Walls and Fences
10. Landscape Structures and Sculptures
11. Address Markers
12. Plant List

# EXHIBIT J

# Exterior Architectural Guidelines

## 1. Purpose and Intent

Elkhorn will offer a variety of housing product types ranging from single-family homes to attached housing which will combine architectural elements of Mountain Contemporary and Mountain Traditional. Through these styles, architectural and visual variety can be provided while creating a cohesive neighborhood and is complementarity to its surroundings.

Townhomes:



Single Family:





Stacked Flats:



## 2. Massing and Form

Townhome wall lines must be offset a minimum of 4 feet, offsets less than this may be approved by the committee at its discretion. No building mass may exceed 40 feet tall.

## 3. Roof Slopes

Elkhorn roof slopes should be between 3/12 and 12/12. For mountain modern, flat roofs and roofs up to 3/12 are acceptable.

## 4. Roof Forms

Variation in roof forms and ridgelines will provide added visual interest and serve to break down massing. Varying versus repetitive reforms are encouraged. Major roof forms shall predominantly run

parallel to the street so that the buildings' roof materials are visually pronounced. Gable end should be located on the side elevations where they are less visible. Variations in roofing materials and colors will be encouraged to provide added interest.

Roof types in Elkhorn are permitted as follows:

A. Partial hip roof
B. Gable roof
C. Full hip roof
D. Flat roof in the case of Mountain Modern

The following roof types are not permitted:

A. Curvilinear
B. Gambrel
C. Barrel Vault
D. Conic
E. Fake Mansard
F. Domed
G. Mansard

5. **Roof Overhangs**
Roofs should overhang walls a minimum of 12 inches minimum, roof overhangs less than these required minimums need committee approval. Roof overhangs must be contained entirely within the owner's property.

6. **Roof Surfacing Materials**

It is important that different roof materials blend.

Because of fire danger, wood surfaces may not be used on any building in Elkhorn. Finishes without metal coatings or other finishes can be used. Roof surfacing may include:

A. Natural rusted metal
B. Zinc
C. Copper that will oxidize and turn bronze
D. Tern
E. Aluminum
F. Steel




These different masonry tiles can be used as surfacing material with colors approved by committee.

A. Ceramic tiles
B. Slate
C. Concrete tiles

Architectural grade asphalt - composition shingles are allowed but must not be reflective.

All roof flashing colors must be harmonious with upper walls and roof. All types of barrel or S tiles, asphalt rolled roofing, or reflective metal surfaces is prohibited.

7. **Roof Appurtenances**

Roof appurtenances, such as dormers and other articulation of the roof, must create interest. Their location on the roof is critical in keeping the lines simple and the overall look refined.

A. Dormers can be shed, gable or hip, but should be complementary to the other roof forms.
B. Skylights must be placed flush against the roof and contained within the roof field. Bubble-shaped skylights are prohibited.
C. Chimneys made of stone, wood, and stucco are permitted. Chimney caps permitted in metal, copper, stone, brick, concrete.
D. Exposed flashing color and material should be consistent with the building colors so as not to stand out.

8. **Wall Materials**

The siding materials considered most typical of the mountain environment are cementitious Hardie siding (or other cementitious manufactures), glue lam materials, natural stones and stucco. These principal materials shall be incorporated into each building design consistent with the design objectives in the architectural design.

Walls can be surfaced with the following materials.

A. Stone - natural stone only
B. Stucco - warm, earth tone colors
C. Stained natural wood siding, painted wood siding, and cementitious siding
D. Brick




Walls cannot be surfaced with the following materials

A. Plastic or vinyl siding
B. Aluminum siding
C. Ceramic tile
D. Simulated stone or brick

9. **Number of Wall Materials.**

Changes in wall material can lend visual interest to a building, too many changes can make the wall visually discordant. The goal is to design walls that are architecturally pleasing, but not in competition with their surroundings. Walls can be surfaced with up to 3 different materials. No more than 3 materials are permitted, unless specifically approved by the committee through a variance. Committee will not approve plans with fewer than 2 materials.

10. **Color Palette and Texture**

A. The predominant tones shall be colors which are warm earthy tones or a muted natural color.
B. Light to dark shades of wood are appropriate.

C. The colors found in the mountain forest, the meadow grasses, and hillside vegetation are appropriate.

D. Mountain flower colors are appropriate accents. But accents should not be glaring and should not detract from the overall design.

E. Uniform color and texture for walls should not be discouraged, but should be used judiciously as an architectural element




11. **Openings**

Doors, porches and window openings are a necessary component of the building's appearance and form. Openings should conform and seem incidental.

Openings to the wall surface should be designed with singularity in mind.

Rectangular wall openings are preferred.



12. **Windows**

Windows may be constructed of vinyl, aluminum or fiberglass. Exterior metal covered wood windows are preferred with approved coated finish colors, black or bronze. Silver color is for aluminum clad windows only.




13. **Garage Doors**

Garage doors should be metal or wood overlay. White doors will not be permitted.




14. **Balcony and Decks**

Decks and balconies should be designed to accentuate and be simple in design. The use of long vertical or horizontal bands of balcony space are discouraged. Deck columns should have stone bases when supports run to the ground. Eco-friendly materials such as Trex may be used.

# Landscape Design Guidelines

## 1. Area Character

The natural landscape at Elkhorn is one of its attributes that set it apart from many other developments in the Jordanelle area. Landscaping at Elkhorn must not detract from the natural beauty of its surroundings. Landscaping should be of xeriscape-type and blend in with the natural settings and natural plants of the area. Native plants are to be used as much as possible. Irrigation should be minimal and temporary as much as possible. In all designs of landscape at Elkhorn fire-wise landscaping should be encouraged and planned out. Landscape plan should be in compliance with the Utah Division of Forestry, and State Lands standards and City ordinance.

## 2. Re-vegetation

It should be noted that the construction impact on the existing landscape should be avoided. Disruption is inevitable. Correcting any damage done in the development process will require revegetation. Revegetation should, to the greatest extent possible, re-create the earlier character of the Site, using indigenous plants and trees. All plantings should blend in with existing landscape, so that in a few years, all traces of the construction disruption will have disappeared. Approved landscaping should be installed in a timely manner as home construction is completed, do not exceed 6 months from final inspection.

## 3. Landscape Massing

New plant materials should be located in a way that respects existing planting patterns. Trees, shrubs, and groundcover are usually found in groups of similar species. New planting should follow the patterns characteristic to the site and should as much as possible harmonize with them.

Species native to Hideout Canyon are described in the plant appendix. Species used in the planting must come from the approved plant list. The use of ornamental plants is restricted to areas with limited public visibility (i.e., enclosed courtyards). The use of grass sod in specific small, contained areas with limited public visibility may be considered but requires approval from the committee. The use of quality artificial sod/synthetic grass may be considered in limited applications by the committee.

## 4. Solar Orientation and Preservation of View Corridors

It is critical that new plantings take the sun and the views of others into account, new plantings should not obscure existing patterns of sunlight and view corridors.

As a general rule, approved Evergreen variety should be placed on the north and east sides of the Sites, indigenous trees on the south and west, to preserve existing sunlight patterns. The impact of planting on adjoining sites should also be assessed. New planting that proves to unduly interfere with other people’s solar access or views may be subject to removal.

## 5. Wildfire Management

The Elkhorn area contains several fuel types - predominantly Gamble Oak, Sage, and Aspen. The highest fire potential occurs when these fuel types are combined with dense undercover. In order to lower the fire hazard around buildings, no woody shrubs should be planted in combination with these plant types next to buildings under roof overhangs.

## 6. Irrigation

Elkhorn should have the least possible impact on water resources. Water is a potentially scarce resource here and should not be used in a wasteful manner. Continuous irrigation in dry months is to be discouraged, and the choice of planting material should make it possible, once the planting is established, for such irrigation to be unnecessary. Drip irrigation should be the method of irrigation. Traditional spray type sprinklers are prohibited, except for temporary use while plants become established.

## 7. Grading

Grading should have a minimal impact on the site and its natural settings. Buildings and roads must be fitted carefully to their sites. Cuts and fills, when required, should conform to good engineering practice, with naturally rounded tops and toes of slopes. Only limited grading will be allowed. Rock retaining walls are the approved option for transitioning grades. Also, it is important to protect existing trees designated for preservation; these trees should be protected from all injury, including grade changes within the trees drip line.

## 8. Drainage

Each site has its particular natural drainage, the result of its topography and vegetation. Whenever possible, the surface drainage pattern should be preserved. The roads in Elkhorn are designed to carry the water from high-yielding storms, the design and construction process should take this into account. Negative drainage impacts on other sides must be prevented. Storm water shall not be collected for discharge, distributed discharge should be used.

## 9. Walls and Fences

Fences are strongly discouraged and will only be considered on a case-by-case basis by the committee, but the presumption is that little to no fencing will be allowed to be installed on an individual site. The committee may give consideration to owners who wish to enclose a small part of their rear of side yard

with fencing. Any fencing considered must appear as an architectural extension of the home. Perimeter and lot line fencing is prohibited. Solid, chain-link, and vinyl fencing is expressly prohibited.

Freestanding decorative walls are generally prohibited, but an owner may request the committee to consider a proposed freestanding decorative wall. If any walls are to be considered, they must be composed of natural materials, unobstructed and blend into the overall aesthetic.

## 10. **Landscape Structures and Sculptures**

Landscaping often includes outdoor structures such as decks, trellises, and gazebos. If not properly planned, these structures can detract from the overall appearance of the landscape. These structures should be designed to work as an extension of the building, rather than as separate elements. Freestanding elements should be avoided. Every effort must be made to give the site a common character, appropriate to the Elkhorn setting.

Decks and trellises should be built of wood or acceptable simulated wood products. Any staining and ceiling finishes should enhance the wood grain. All outdoor structures should avoid excessive ornamentation.

Decorative landscape sculptures or other yard art and ornaments are generally discouraged, particularly in front areas. Any proposed exterior sculptures, ornaments or other landscaping decorations must be located within the approved building pad and have committee approval prior to installation.

## 11. **Address Markers**

Address markers, monuments and house numbers require Committee approval prior to the installation.

12. **Plant List**

Evergreen Trees

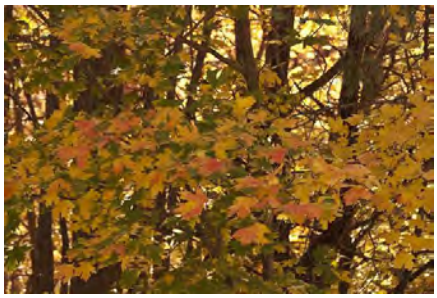
| | |
|---|---|
| *Abies lasiocarpa | * Sub-Alpine Fir |

Deciduous Trees

| | |
|---|---|
| Acer grandidenta turn | Bigtooth Maple |
| Cercocarpus fedifolius | Curl Leaf Mt. Mahogany |
| Populus fremontii | Fremont Cottonwood |
| Populus tremuloides | Quaking Aspen |
| Quercus gambelii | Gambel/Scrub Oak |






Shrubs

| | |
|---|---|
| Amelanchier sp. | Serviceberry |
| Artemisia nova | Black Sage |
| Artemisia tridentate | Big Sage |
| Atriplex canescens | Fourwing Saitbrush |
| Cercocarpus intricatus | Little-Leaf Mtn. Mahogany |
| Cornus sericea | Red-Osier Dogwood |
| Chrysothamnus | Rubber Rabbitbrush |
| Potentilla nauseosus | Shrubby Cinquefoil |
| Prunus fruticosa | Chokecherry |
| Purshia virginiana | Antelope Bitterbrush |
| Rhus glabra triclutata | Dwarf Sumac |
| Ribes aureum | Golden Current |
| Symphoricarpos oreophilus | Mt Snowberry |








Perennials

| | |
|---|---|
| Aquilegia sp. | Columbine |
| Balsamorhiza | Arrowleaf Balsamroot |
| Campanula sagittata | Bluebells |
| Castilleja rotundifolia | Paintbrush |
| Delosperma sp. | Ice Plant |
| Heuchera sp. | Coral Bells |
| Lupinus argenteus | Lupine |
| Oenothera sp. | Primrose |
| Penstemon sp. | Penstemon |
| Zinnia grandiflora | Desert Zinnia |








Grasses / Vines / Groundcovers

| | |
|---|---|
| Achnatherum hymenoides | Indian Rice Grass |
| Agropyron smithii | Western Wheatgrass |
| Bromus sp. | Mountain Brome |
| Festuca idahoensis | Idaho Fescue |
| Lolium perenne | Perennial Ryegrass |
| Mahonia sp. | Creeping Oregon Grape |
| Opuntia sp. | Prickly Pear Cactus |
| Pachistima canbyi | Dwarf Mountain Lover |
| Sorghastrum nutans | Indian Grass |







Turf

Drought tolerant fescue mix. Sod grass that requires manicuring, cutting and irrigation is not allowed.

* Not found on the Site

# EXHIBIT "K"

NATIVE TO REMAIN (typ)

45.06 AC

PROJECT BOUNDARY

NATIVE

POND #1

LOD LINE (TYP)

69.56 AC

PROJECT BOUNDARY

UDOT

HWY 248

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=150'

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
PRELIMINARY

PHASE 1-8 GRADING PLAN VIEW
LIMIT OF DISTURBANCE

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-K

LEGEND

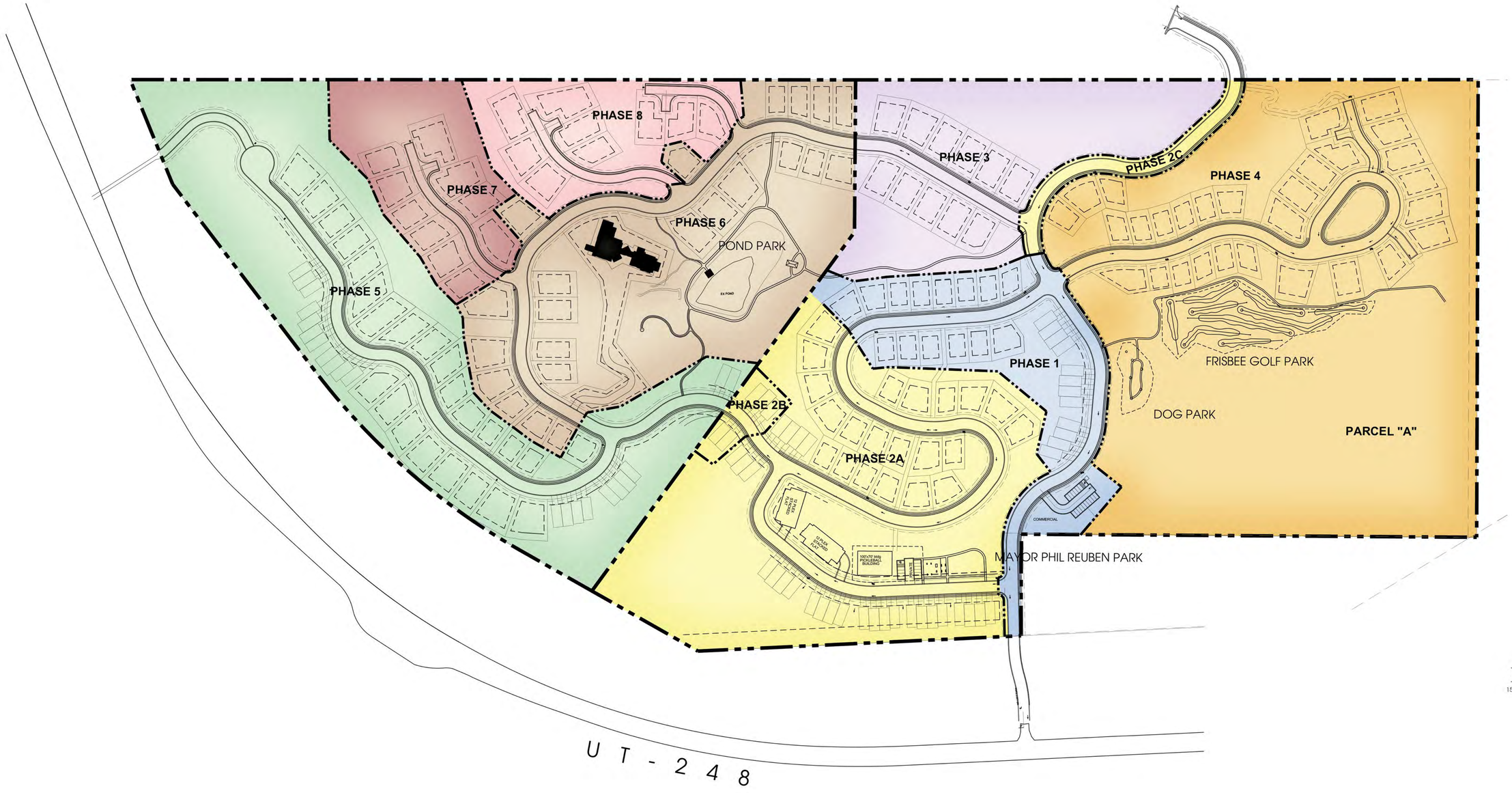
SEWER LINE
SEWER APPARATUS
STORM LINE
DRAINAGE SWELL
STORM APPARATUS
WATER LINE
WATER APPARATUS
FIRE HYDRANT
IRRIGATION LINE
IRRIGATION APPARATUS
DRAINAGE AREA (DRAINAGE REPORT)
TRAILS

EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWELL
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

N

150 0 150 300
SCALE IN FEET
1"=150' (24"X36" SHEET)

# EXHIBIT L




North
Print 22 x 34: 1" = 150 Feet

150 75 0 150 300

REVISED 1 OCTOBER 2025
REVISED 8 JULY 2025
REVISED 18 JUNE 2025
REVISED 17 JUNE 2025
REVISED 17 APRIL 2025
REVISED 11 APRIL 2025
REVISED 6 MARCH 2025
REVISED 7 FEBRUARY 2025
3 JANUARY 2025

PHASING PLAN

# ELKHORN

Hideout, Utah

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

## Phasing Plan Summary . Elkhorn, Hideout, Utah . Holmes Homes

| PHASE | SINGLE FAMILY DETACHED LOTS Estates Lots | Single Family | TOWN HOMES | STACKED FLATS | EXISTING SINGLE FAMILY LOT | COMMERCIAL LOT | TOTAL |
|---|---|---|---|---|---|---|---|
| Phase One | 1 | 13 | 12 | | | 1 | 27 |
| Phase Two | 6 | 15 | 32 | 24 | | | 77 |
| Phase Three | 11 | | | | | | 11 |
| Phase Four | 17 | 12 | | | | | 29 |
| Phase Five | 11 | 11 | 22 | | | | 44 |
| Phase Six | 11 | 11 | | | 1 | | 23 |
| Phase Seven | 10 | | | | | | 10 |
| Phase Eight | 5 | 4 | | | | | 9 |
| TOTALS | 72 | 66 | 66 | 24 | 1 | 1 | **230** |

R. MICHAEL KELLY CONSULTANTS
Land Planning | Landscape Architecture
P.O. Box 469 Millville, Utah 84326 | (435)770-7312 | rmkellyconsultants@comcast.net

Proposal

# Uinta Adventure Trails

14084 Council Fire Trl
Kamas, UT 84036

Utah General Contractor
11446542-5501

## Proposal SOW-1021 for Park at Elkhorn, Hideout to Western States Ventures

**Date**
3/3/2025

**Services Performed By:**
Uinta Adventure Trails LLC
14084 Council Fire Trl
Kamas, UT 84036

**Services Performed For:**
Western State Ventures, LLC
2265 E Murray Holladay Rd,
Holladay, UT 84117

This SOW-1008 (hereinafter called the "SOW"), is a proposal for Western State Ventures, LLC ("Client") and Uinta Adventure Trails ("Contractor").

## Project Description

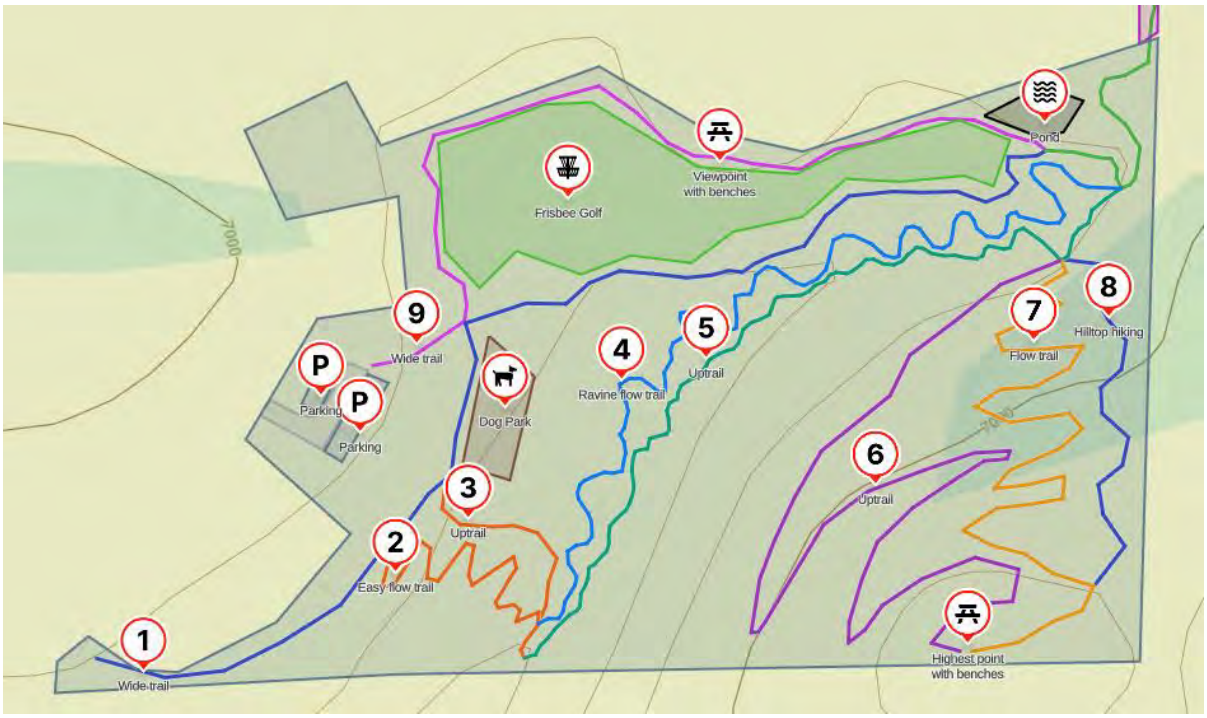
The project site is located adjacent to SR-248 next to the Golden Eagle subdivision in the town of Hideout. Client wishes to construct a park on the eastern side of the property. The following trails and features are proposed for this park:

- 10 ft bidirectional biking, walking and running trails
- 4-6 ft downhill flow trails (for biking)
- 4-6 ft uphill trails (for biking/walking and running)
- Dog park
- Parking lot
- Benches and picnic tables
- Frisbee golf course/Cross-country skiing

This image below shows a proposal of the southern section of the park:

# EXHIBIT M





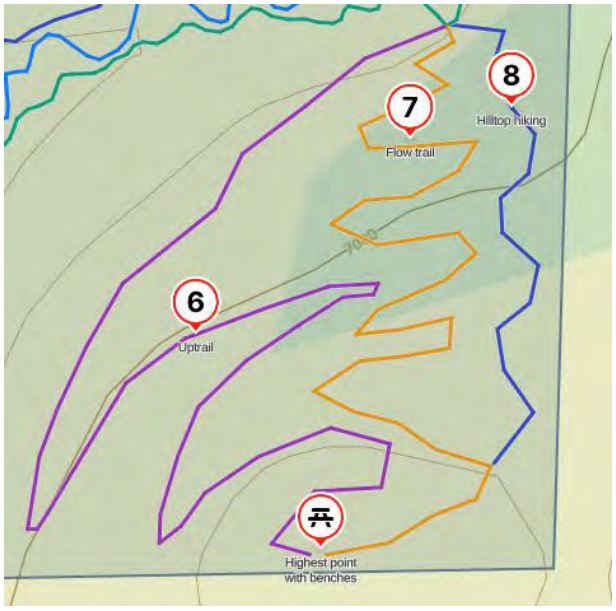

The southern section of the park is the largest contiguous open space in the subdivision. The project site consists of a slope-side of 10 - 40% and a natural drainage running from the northeastern side of the area to the south-western side of the area. If a drainage pipe is installed along the entire drainage the natural slope can be used to create a fun and easy flow trail for biking, which continuously crosses from one side of the drainage to the other. See the blue trail labeled 4 in the image above.

The same drainage has a gentle slope (5-6%) allowing for an uphill trail which can be used for bikes as well as walkers and runners. Please see the green trail in the image above.

There is a mix of 10ft wide trails and 4ft wide trails. The 10ft wide trails are placed on flatter terrain and will accommodate bi-directional bike traffic, as well as walkers and runners. The 4ft wide trails are located where the slope is steeper as a wider trail on the steep slopes would require a significant amount of bench-cutting and construction of retaining walls (and also scar the natural terrain considerably).

# EXHIBIT M






In the southeast corner of the park area there is a hill with relatively steep grades. This proposal shows a 4ft wide uphill climbing trail which will allow bikers to bike to the top of the hill. The trail will have at least three switchbacks on a very steep hillside. Please see the purple trail (labeled 6) in the image above. Due to the steep hillside, the switchbacks will be constructed by digging fairly deep into the hillside and creating a flat "turning table" so that bikes can easily maneuver through the turn. Some sort of retaining wall might be necessary in these turns to minimize erosion over time.

It is suggested that the shrub oaks and other vegetation is removed from the top of the hill to allow for a 360-degree view of the area. This is a great place to add some benches and picnic tables.

Further it is suggested to have two trails leading from the top of the trail. One is a 4-6 ft wide single-direction flow trail (labeled 7) for bikers and the other is a steeper 3 ft wide bi-directional trail (labeled 8) for hikers and runners. The flow trail could have optional jumps and kickers, which are popular features of flow trails in the Park City area.

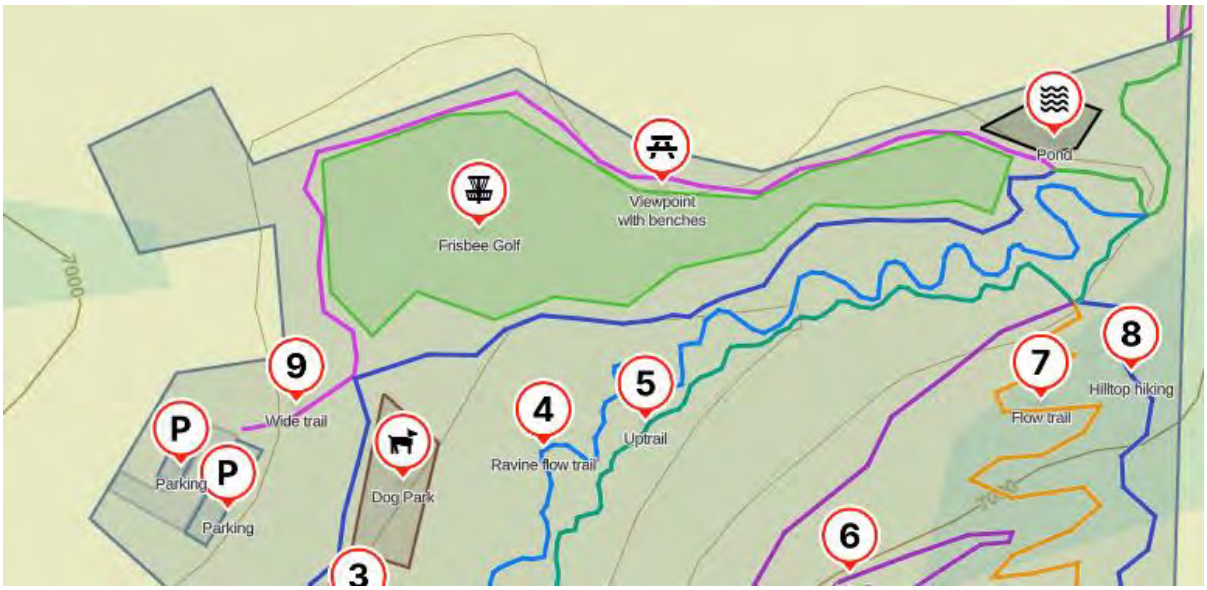
# EXHIBIT M




Ample parking should be provided adjacent to the residential street (see gray and black areas in the image above).

In this south-western corner it is suggested to create a fenced dog park with a couple of benches where the dog owners could relax and mingle with other dog owners while there dogs play. This area slopes very gently and the dog park could be situated on the sloped hill with no further preparation. Maybe one section of dog park could be leveled where the benches are to be placed.

The gentle slopes allows for the creation of another 4-6 ft wide single-directional flow trail (labeled 2) and uphill trail (labeled 3). The uphill trail can also be used for hikers and runners, allowing them to connect with the green uphill trail labeled 5 at the lowest point of the park (see the trail junction at the bottom of the picture above).

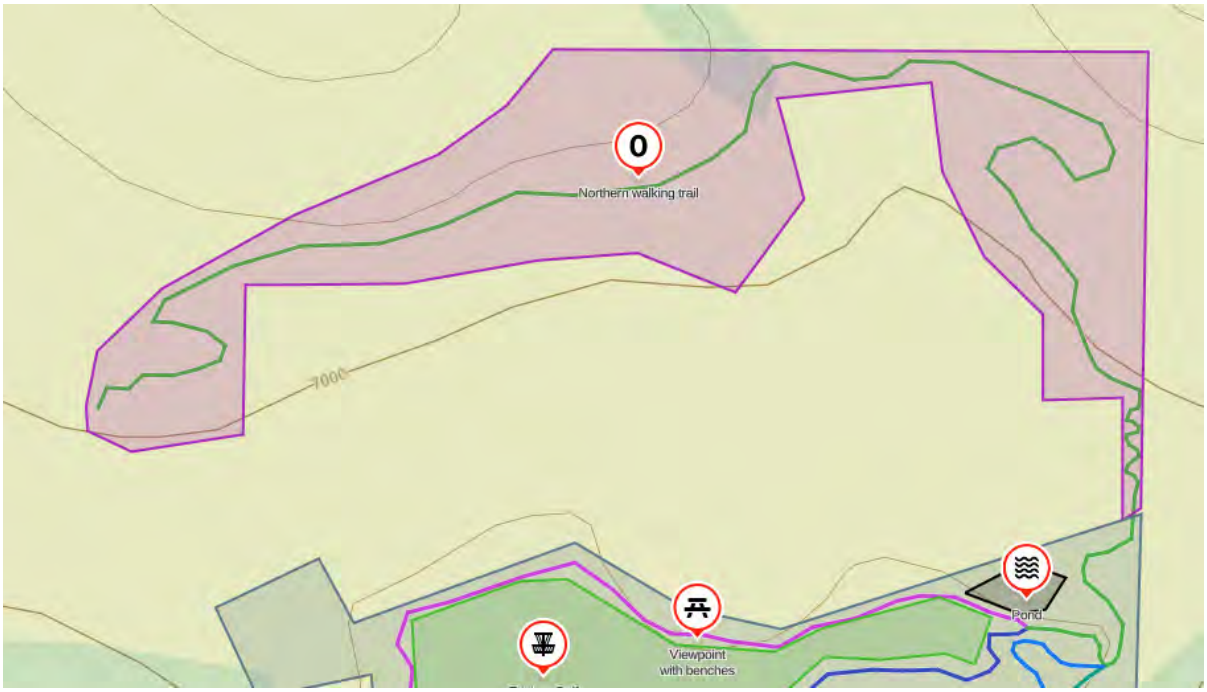


# EXHIBIT M

The green area in the image above could be used as a frisbee golf course in the summer. And the western side (with a gentle slope) of the frisbee golf course could be used for cross-country skiing in the winter. The middle section of the green area has a steep slope and it might not be used for this purpose. It is suggested that middle section is left untouched and unused. The terrain is also very rocky here. However, it is suggested to put a few picnic tables or benches at the top of the of the middle green area as the views of Timponogos are spectacular from this point.

There is a 10 ft wide biking-walking-running trail (purple and labeled 9) leading from the parking lot. This trail meanders along the perimeter of the park area (along the back side of the houses). There is also another 10ft wide trail (dark blue and labeled 1) which completes a loop for trail 9 and it also goes to the dog park and the western edge of the park.

The image below shows a proposal of the northern section of the park. It only features one 4 ft wide walking-running trail (marked in color green and labeled 0).




Trail details:

| Trail Label | Description | Length | Max Elevation Change | Width |
|---|---|---|---|---|
| 0 | Northern hiking-running trail | 0.52 miles | 90 ft | 4 ft |
| 1 | Wide walking/running trail | 0.29 miles | 43 ft | 10 ft |
| 2 | Easy flow trail | 0.11 miles | 42 ft | 4-6 ft |
| 3 | Uptrail for trail 2 | 0.05 miles | 26 ft | 4 ft |
| 4 | Ravine flow trail | 0.28 miles | 62 ft | 4-6 ft |
| 5 | Uptrail for trail 4 | 0.21 miles | 69 ft | 4 ft |

# EXHIBIT M

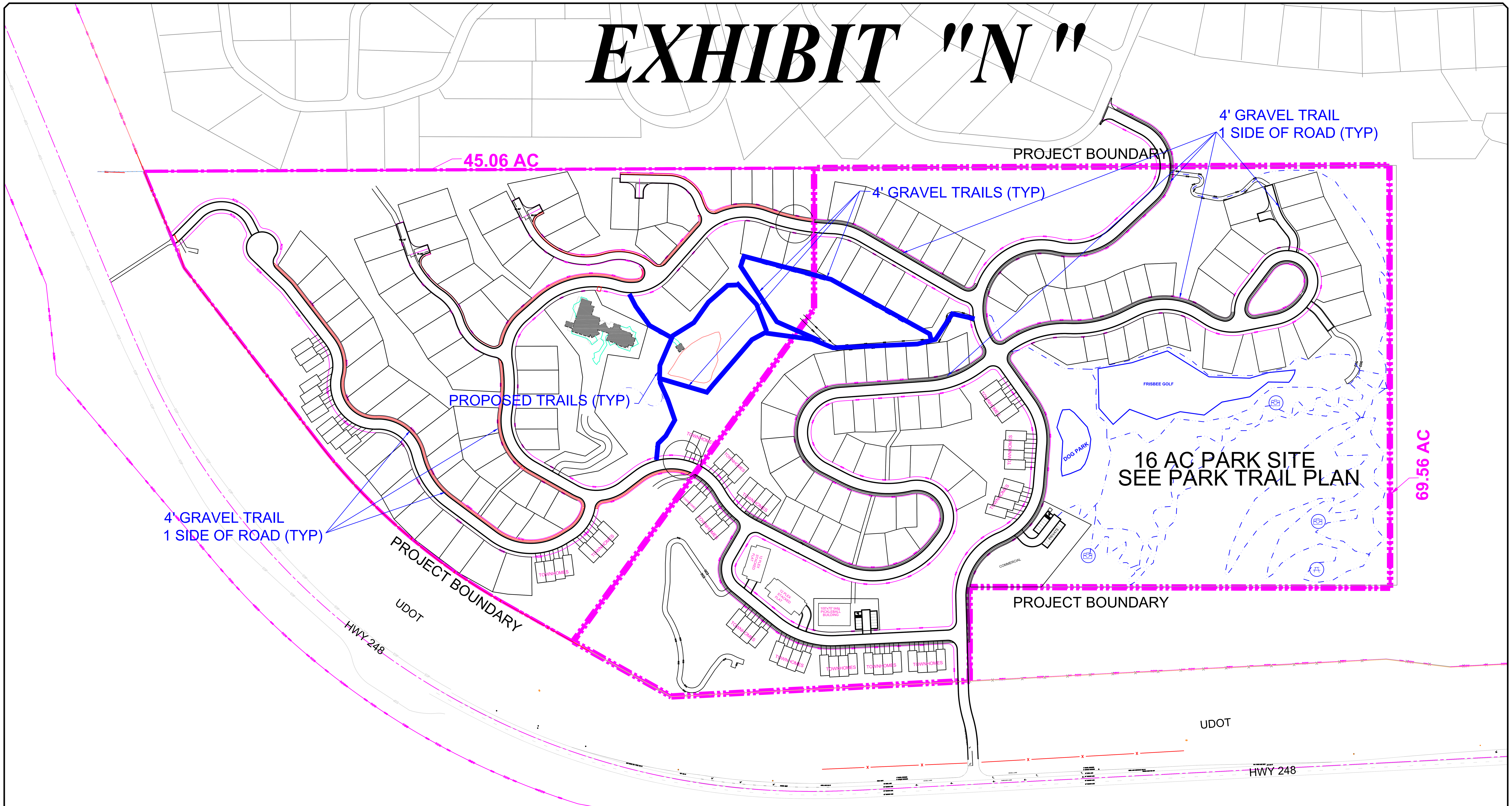


| | | | | |
|---|---|---|---|---|
| 6 | Uptrail for trail 7 | 0.34 miles | 87 ft | 4 ft |
| 7 | Hill flow trail | 0.25 miles | 83 ft | 4-6 ft |
| 8 | Hill hiking trail | 0.1 miles | 58 ft | 3 ft |
| 9 | Wide walking/running trail | 0.23 miles | 23 ft | 10 ft |

Total length of all trails: 2.38 miles

Item # 7.

# EXHIBIT "N"




LEGEND

| | | | |
|---|---|---|---|
| SEWER LINE | | XSEW | EXISTING SEWER LINE |
| SEWER APPARATUS | 4' OR 5' SEWER MANHOLE (PLAN); 4' OR 5' SEWER MANHOLE (PROFILE) | XSD | EXISTING STORM LINE |
| STORM LINE | | | EXISTING DRAINAGE SWELL |
| DRAINAGE SWELL | | XWTR | EXISTING WATER LINE |
| STORM APPARATUS | COB SD BOX; CB SD BOX; COMBO SD BOX; COB, COMBO, CB IN (PROFILE); CULVERT WITH HEADWALL | XIRR | EXISTING IRRIGATION LINE |
| WATER LINE | | X | EXISTING FENCE |
| WATER APPARATUS | BEND, CROSS, VALVE, TEE | | EXISTING CONTOURS (2FT) |
| FIRE HYDRANT | EXISTING FIRE HYDRANT | | 10' FINISH CONTOUR; 2' FINISH CONTOUR; 10' FINISH CONTOUR |
| IRRIGATION LINE | | | PHASE LINE |
| IRRIGATION APPARATUS | BEND, CROSS, VALVE, TEE | | CURB & GUTTER |
| DRAINAGE AREA (DRAINAGE REPORT) | | | PROPOSED TRAIL |
| TRAILS | | | PUE |
| | | | SETBACK |
| | | | 30% SLOPE AND GREATER |
| | | | PROPOSED OPEN SPACE |
| | | | DRAINAGE DIRECTION |

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=150'


GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT


ELK HORN SPRINGS
PRELIMINARY

PHASE 1-8 TRAILS PLAN VIEW
NOT INCLUDING 16 AC PARK SITE

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. TRAILS

# EXHIBIT F

7' WALL

10' WALL

10' WALL

POND #1

PICNIC SHELTER

LAWN

EXISTING POND

EX POND

TOWNHOMES

TOWNHOMES

TOWNHOMES

TOWNHOMES

TOWNHOMES

4' WALL

North

Print 11 x 17: 1" = 100 Feet

REVISED 17 JUNE 2025
18 APRIL 2025

Concept Plan: POND PARK

# ELK HORN

Hideout, Utah

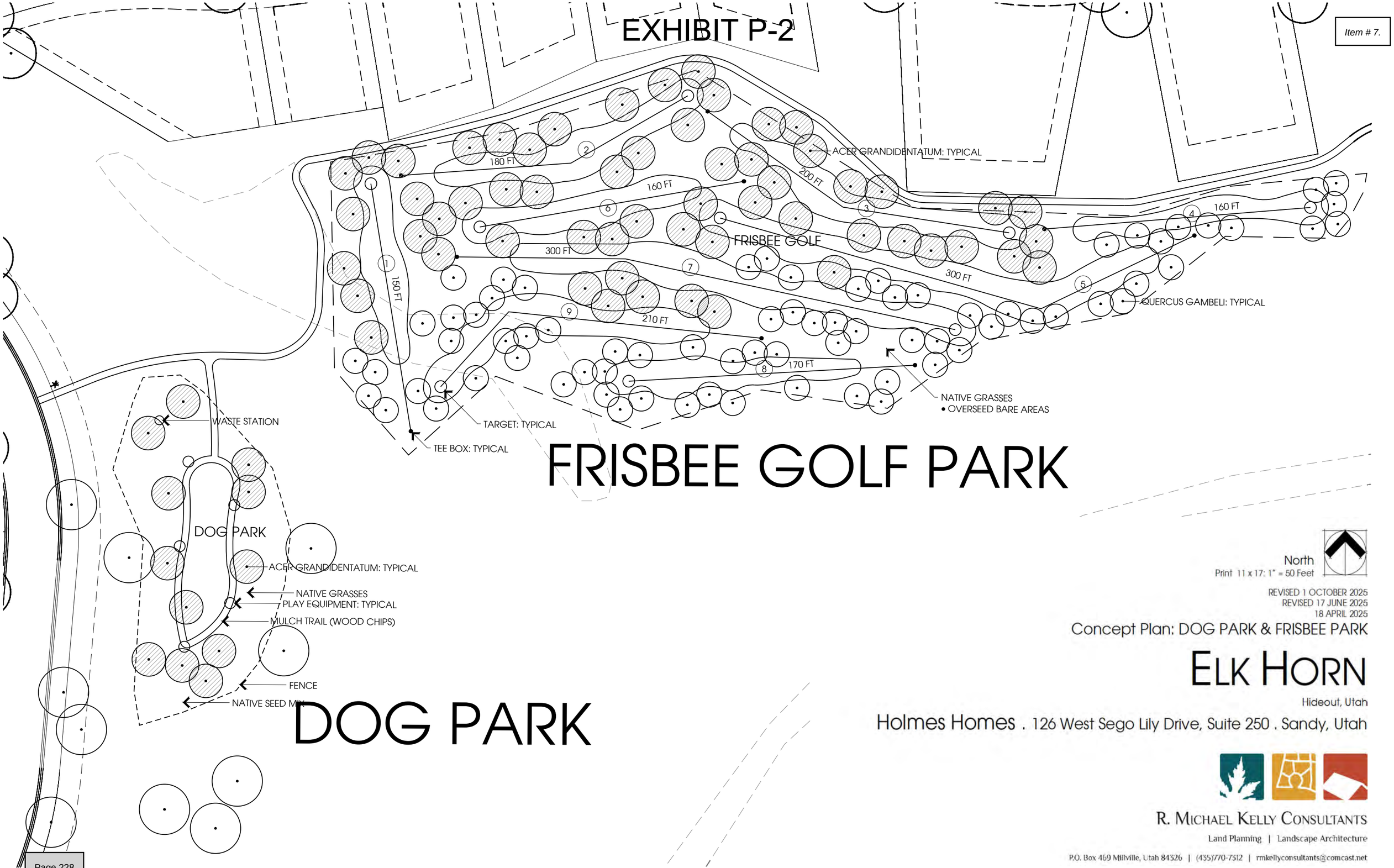
Holmes Homes . 126 West Sego Lily Drive, Suite 250 . Sandy, Utah

R. MICHAEL KELLY CONSULTANTS

Land Planning | Landscape Architecture

P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

# EXHIBIT P-2




# FRISBEE GOLF PARK

# DOG PARK

North
Print 11 x 17: 1" = 50 Feet

REVISED 1 OCTOBER 2025
REVISED 17 JUNE 2025
18 APRIL 2025

Concept Plan: DOG PARK & FRISBEE PARK

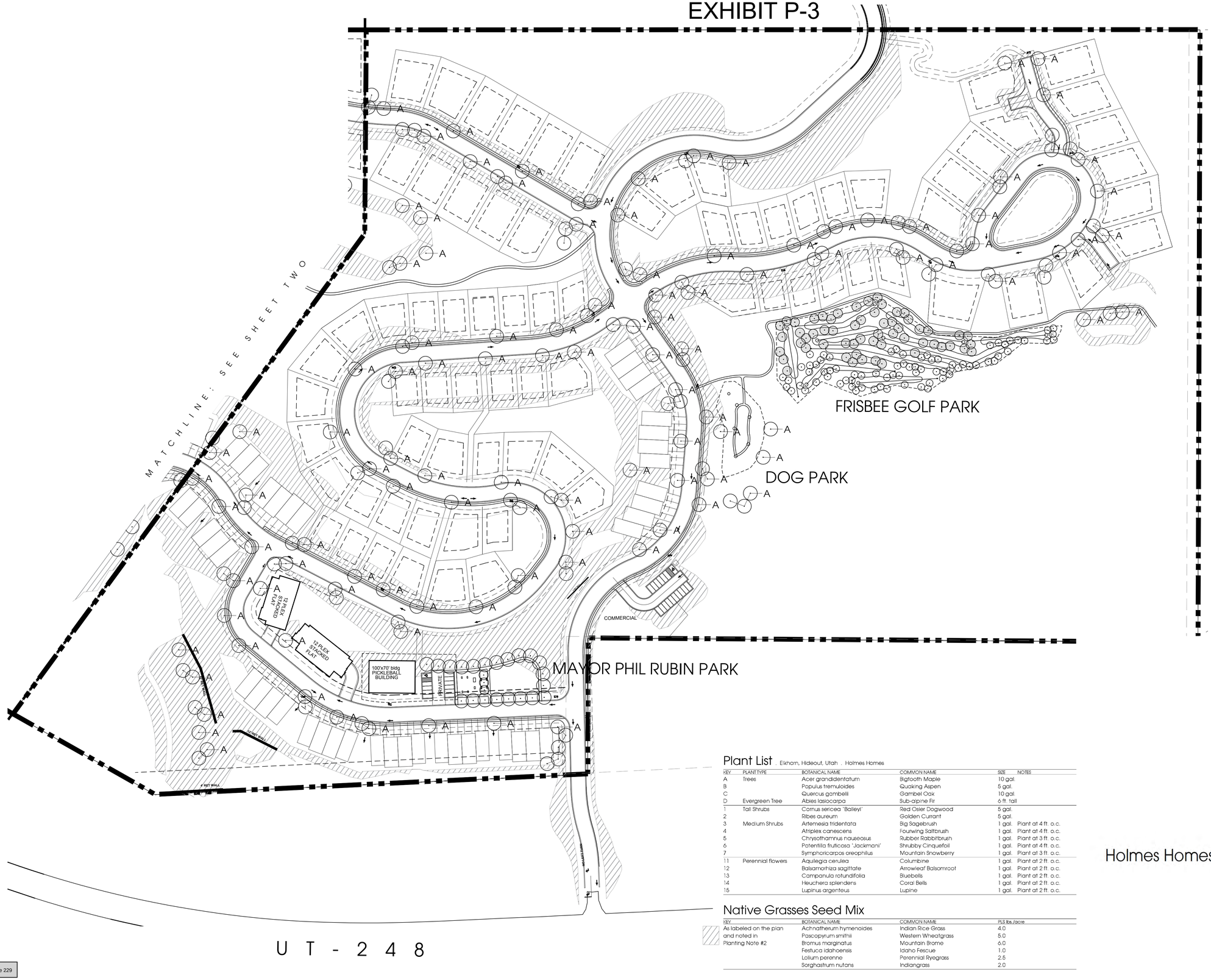
## ELK HORN

Hideout, Utah

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

R. MICHAEL KELLY CONSULTANTS
Land Planning | Landscape Architecture
P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

# EXHIBIT P-3




## Planting Notes

1. Per WUI fire code: NO TREES OR TREE LIMBS ARE ALLOWED WITHIN 10 FEET OF THE STRUCTURE. "Structure" includes decks, pillars, and roof overhangs.
2. Backfill for all planting pits shall be native material excavated from the pit
3. All areas of site, outside of streets, buildings, driveways, and walks are to be seeded per note 7 below.

**Hydroseed Notes:**

4. Remove any existing grass, vegetation or weeds and legally dispose of such material.
5. The site is mostly covered in loose crushed rock debris. In areas where existing topsoil is exposed, loosen topsoil to a minimum depth of four (4) inches. In other areas where it is impractical to remove existing rock, provide and place minimum two inches (2") of topsoil.
6. Rake area to a relatively smooth grade to avoid pitfalls and surface puddling. The area is intended to look natural, but the surface should be free of walking hazards.
7. Apply soil amendments and fertilizers as specified.
8. Hydro-seed designated areas with the seed mix as specified at the rates specified. Seeds are available from Granite Seed, Lehi, Utah, 801.768.4422.
9. The native grass areas are not irrigated. Seed after October 15 as weather permits. Apply hydro-seed when ground is bare of snow and is not frozen. Owner will approve timing of seed application. The goal is to seed at the optimal time before winter so that maximum germination can occur with natural moisture. The grass mix's viability will partially depend on the next season's weather. Re-seeding may be necessary the following autumn.

North

Print 22 x 34: 1" = 100 Feet

100 50 0 100 200

## Plant List . Elkhorn, Hideout, Utah . Holmes Homes

| KEY | PLANT TYPE | BOTANICAL NAME | COMMON NAME | SIZE | NOTES |
|---|---|---|---|---|---|
| A | Trees | Acer grandidentatum | Bigtooth Maple | 10 gal. | |
| B | | Populus tremuloides | Quaking Aspen | 5 gal. | |
| C | | Quercus gambelii | Gambel Oak | 10 gal. | |
| D | Evergreen Tree | Abies lasiocarpa | Sub-alpine Fir | 6 ft. tall | |
| 1 | Tall Shrubs | Cornus sericea 'Baileyi' | Red Osier Dogwood | 5 gal. | |
| 2 | | Ribes aureum | Golden Currant | 5 gal. | |
| 3 | Medium Shrubs | Artemesia tridentata | Big Sagebrush | 1 gal. | Plant at 4 ft. o.c. |
| 4 | | Atriplex canescens | Fourwing Saltbrush | 1 gal. | Plant at 4 ft. o.c. |
| 5 | | Chrysothamnus nauseosus | Rubber Rabbitbrush | 1 gal. | Plant at 3 ft. o.c. |
| 6 | | Patentilla fruticosa "Jackmani" | Shrubby Cinquefoil | 1 gal. | Plant at 4 ft. o.c. |
| 7 | | Symphoricarpos oreophilus | Mountain Snowberry | 1 gal. | Plant at 3 ft. o.c. |
| 11 | Perennial flowers | Aquilegia cerulea | Columbine | 1 gal. | Plant at 2 ft. o.c. |
| 12 | | Balsamorhiza sagittate | Arrowleaf Balsomroot | 1 gal. | Plant at 2 ft. o.c. |
| 13 | | Campanula rotundifolia | Bluebells | 1 gal. | Plant at 2 ft. o.c. |
| 14 | | Heuchera splendens | Coral Bells | 1 gal. | Plant at 2 ft. o.c. |
| 15 | | Lupinus argenteus | Lupine | 1 gal. | Plant at 2 ft. o.c. |

## Native Grasses Seed Mix

| KEY | BOTANICAL NAME | COMMON NAME | PLS lbs./acre |
|---|---|---|---|
| As labeled on the plan and noted in Planting Note #2 | Achnatherum hymenoides | Indian Rice Grass | 4.0 |
| | Pascopyrum smithii | Western Wheatgrass | 5.0 |
| | Bromus marginatus | Mountain Brome | 6.0 |
| | Festuca idahoensis | Idaho Fescue | 1.0 |
| | Lolium perenne | Perennial Ryegrass | 2.5 |
| | Sorghastrum nutans | Indiangrass | 2.0 |

SHEET ONE
REVISED 1 OCTOBER 2025
REVISED 9 JULY 2025
REVISED 18 JUNE 2025
REVISED 17 JUNE 2025
18 APRIL 2025

Planting Plan: PHASES 1-4

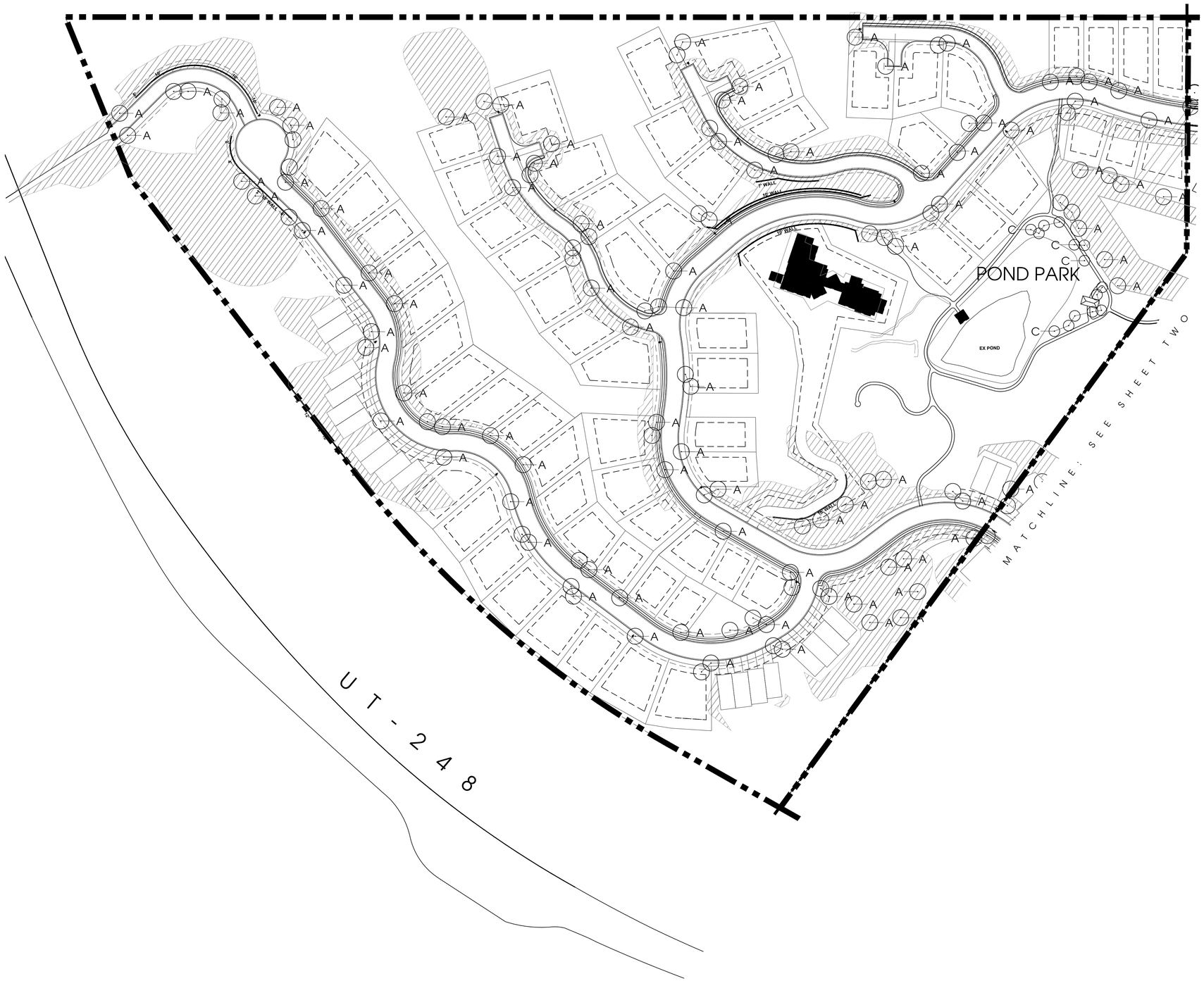
# ELK HORN

Hideout, Utah

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

R. MICHAEL KELLY CONSULTANTS
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P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

# EXHIBIT P-4




## Plant List . Elkhorn, Hideout, Utah . Holmes Homes

| KEY | PLANT TYPE | BOTANICAL NAME | COMMON NAME | SIZE | NOTES |
|---|---|---|---|---|---|
| A | Trees | Acer grandidentatum | Bigtooth Maple | 10 gal. | |
| B | | Populus tremuloides | Quaking Aspen | 5 gal. | |
| C | | Quercus gambelii | Gambel Oak | 10 gal. | |
| D | Evergreen Tree | Abies lasiocarpa | Sub-alpine Fir | 6 ft. tall | |
| 1 | Tall Shrubs | Cornus sericea 'Baileyi' | Red Osier Dogwood | 5 gal. | |
| 2 | | Ribes aureum | Golden Currant | 5 gal. | |
| 3 | Medium Shrubs | Artemesia tridentata | Big Sagebrush | 1 gal. | Plant at 4 ft. o.c. |
| 4 | | Atriplex canescens | Fourwing Saltbrush | 1 gal. | Plant at 4 ft. o.c. |
| 5 | | Chrysothamnus nauseosus | Rubber Rabbitbrush | 1 gal. | Plant at 3 ft. o.c. |
| 6 | | Potentilla fruticosa 'Jackmanii' | Shrubby Cinquefoil | 1 gal. | Plant at 4 ft. o.c. |
| 7 | | Symphoricarpos oreophilus | Mountain Snowberry | 1 gal. | Plant at 3 ft. o.c. |
| 11 | Perennial flowers | Aquilegia cerulea | Columbine | 1 gal. | Plant at 2 ft. o.c. |
| 12 | | Balsamorhiza sagittate | Arrowleaf Balsomroot | 1 gal. | Plant at 2 ft. o.c. |
| 13 | | Campanula rotundifolia | Bluebells | 1 gal. | Plant at 2 ft. o.c. |
| 14 | | Heuchera splendens | Coral Bells | 1 gal. | Plant at 2 ft. o.c. |
| 15 | | Lupinus argenteus | Lupine | 1 gal. | Plant at 2 ft. o.c. |

## Native Grasses Seed Mix

| KEY | BOTANICAL NAME | COMMON NAME | PLS lbs./acre |
|---|---|---|---|
| As labeled on the plan and noted in Planting Note #2 | Achnatherum hymenoides | Indian Rice Grass | 4.0 |
| | Pascopyrum smithii | Western Wheatgrass | 5.0 |
| | Bromus marginatus | Mountain Brome | 6.0 |
| | Festuca idahoensis | Idaho Fescue | 1.0 |
| | Lolium perenne | Perennial Ryegrass | 2.5 |
| | Sorghastrum nutans | Indiangrass | 2.0 |

## Planting Notes

1. Per WUI fire code: NO TREES OR TREE LIMBS ARE ALLOWED WITHIN 10 FEET OF THE STRUCTURE. "Structure" includes decks, pillars, and roof overhangs.
2. Backfill for all planting pits shall be native material excavated from the pit
3. All areas of site, outside of streets, buildings, driveways, and walks are to be seeded per note 7 below.

**Hydroseed Notes:**

4. Remove any existing grass, vegetation or weeds and legally dispose of such material.
5. The site is mostly covered in loose crushed rock debris. In areas where existing topsoil is exposed, loosen topsoil to a minimum depth of four (4) inches. In other areas where it is impractical to remove existing rock, provide and place minimum two inches (2") of topsoil.
6. Rake area to a relatively smooth grade to avoid pitfalls and surface puddling. The area is intended to look natural, but the surface should be free of walking hazards.
7. Apply soil amendments and fertilizers as specified.
8. Hydro-seed designated areas with the seed mix as specified at the rates specified. Seeds are available from Granite Seed, Lehi, Utah, 801.768.4422.
9. The native grass areas are not irrigated. Seed after October 15 as weather permits. Apply hydro-seed when ground is bare of snow and is not frozen. Owner will approve timing of seed application. The goal is to seed at the optimal time before winter so that maximum germination can occur with natural moisture. The grass mix's viability will partially depend on the next season's weather. Re-seeding may be necessary the following autumn.

North

Print 22 x 34: 1" = 100 Feet

100 50 0 100 200

SHEET TWO
REVISED 1 OCTOBER 2025
REVISED 9 JULY 2025
REVISED 17 JUNE 2025
18 APRIL 2025

Planting Plan: PHASES 5-8

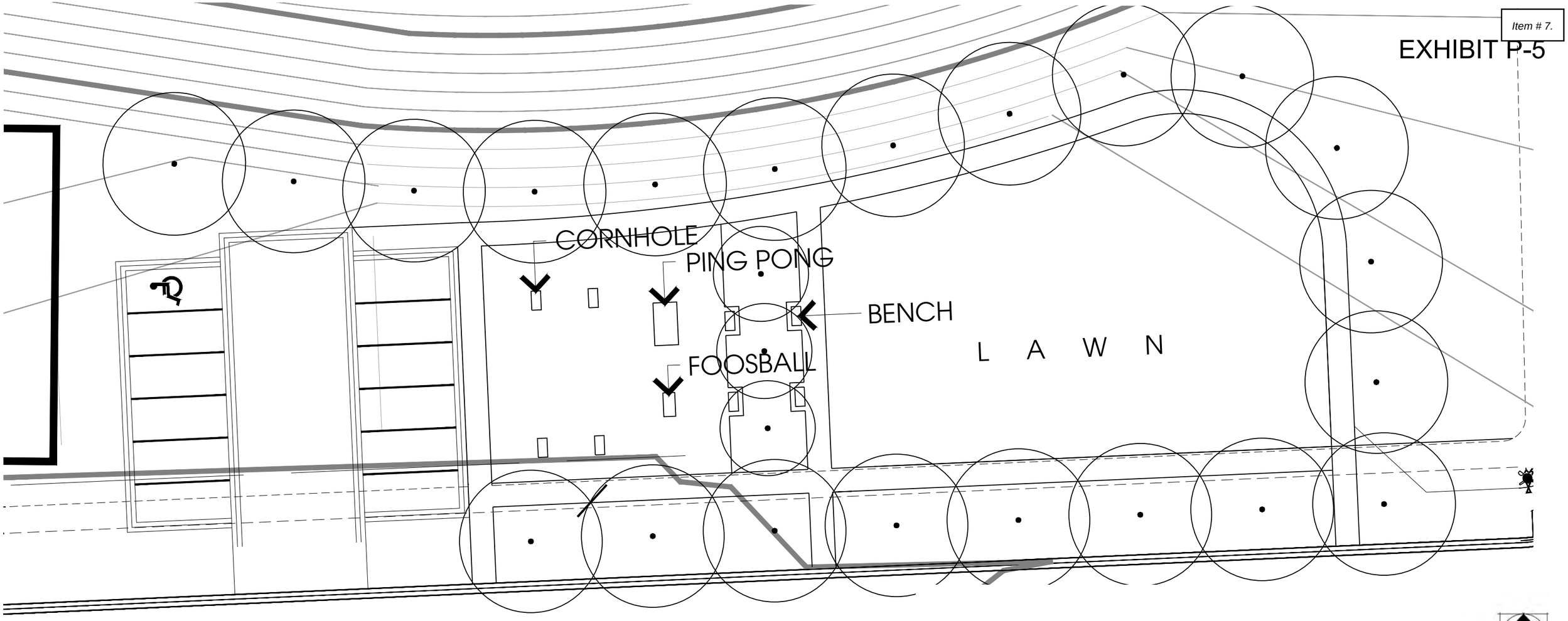
# ELK HORN

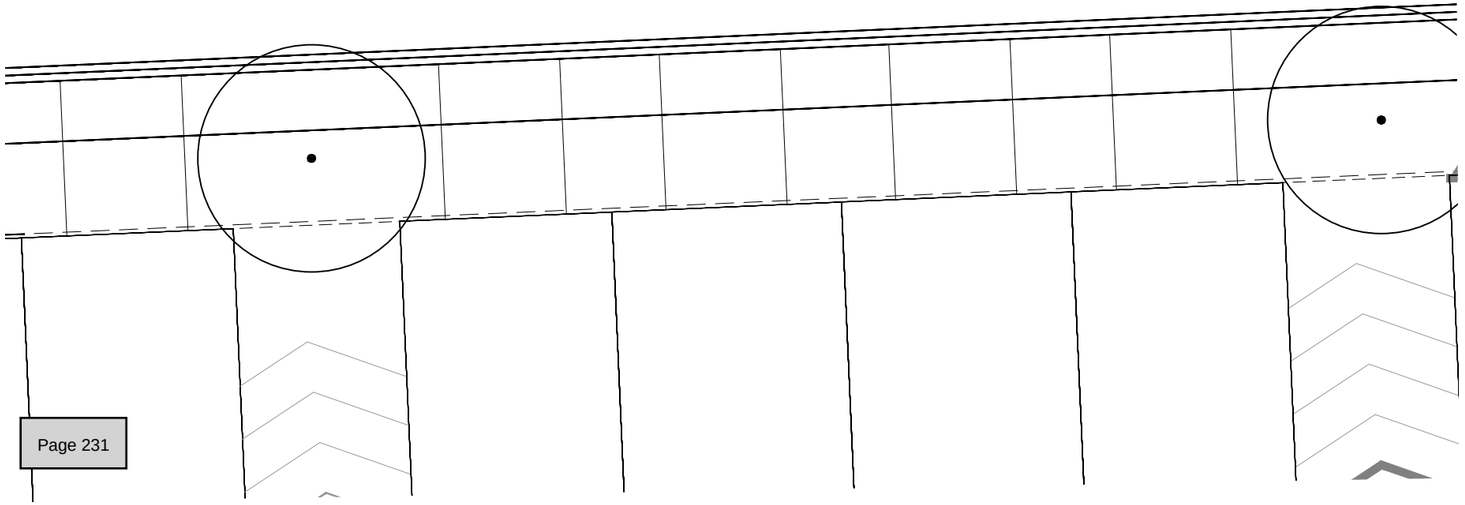
Hideout, Utah

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

R. MICHAEL KELLY CONSULTANTS
Land Planning | Landscape Architecture
P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

EXHIBIT P-5



North
Print 11 x 17: 1" = 20 Feet

REVISED 18 AUGUST 2025
REVISED 8 JULY 2025
REVISED 17 JUNE 2025
11 APRIL 2025

CONCEPT PLAN: Mayor Phil Reuben Park

# ELK HORN

Hideout, Utah

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

R. MICHAEL KELLY CONSULTANTS
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P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | rmkellyconsultants@comcast.net

# EXHIBIT "R"

45.06 AC

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

NP

R6

R3

R6

R20

R20

R6

R20

NP

NP

NMU

R20

ROW

EOP

EOG

LEGEND

SEWER LINE

SEWER APPARATUS

STORM LINE
DRAINAGE SWALE

STORM APPARATUS

WATER LINE

WATER APPARATUS

FIRE HYDRANT

IRRIGATION LINE

IRRIGATION APPARATUS

DRAINAGE AREA (DRAINAGE REPORT)

TRAILS

EXISTING SEWER LINE
EXISTING STORM LINE
EXISTING DRAINAGE SWALE
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING FENCE
EXISTING CONTOURS (2FT)
10' FINISH CONTOUR
2' FINISH CONTOUR
10' FINISH CONTOUR
PHASE LINE
CURB & GUTTER
PROPOSED TRAIL
PUE
SETBACK
30% SLOPE AND GREATER
PROPOSED OPEN SPACE
DRAINAGE DIRECTION

N

130 0 130 260

SCALE IN FEET
1"=130' HORIZONTAL

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY : GPW
DESIGNED BY : GPW
CHECKED BY : GPW
SCALE : 1"=130'

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
PRELIMINARY
OVERALL ZONE MAP

10-3-2025
PROJECT#2025

HIDEOUT
TOWN

REVIEW COPY
PRELIMINARY
NOT FOR CONSTRUCTION

SHEET NO. ZONE

EXHIBIT S



**10/3/2025**
**ELK HORN VARIANCES**

## SETBACK VARIANCES

FRONT SETBACKS (POWER, PHONE, GAS BEHIDE CURB)
FRONT YARD SETBACK VARIANCES

| LOT# | TYPE | Proposed zone (existing code setbacks) | proposed SIDE setback | proposed REAR SETBACK (ft) | 4' front lot stagger variance | UDOT 50' setback variance varriance in feet |
|---|---|---|---|---|---|---|
| 101 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 102 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 103 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 104 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 105 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 106 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 107 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 108 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 109 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 110 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 111 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 112 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 113 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 114 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 115 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 116 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 117 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 118 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 119 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 120 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 121 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 122 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 123 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 124 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 125 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 126 | Residential | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 201 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 202 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 203 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 204 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 205 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 206 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 207 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 208 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 209 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 210 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 211 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 16 |
| 212 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 213 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 214 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 215 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 216 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 217 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 218 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 219 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 220 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 221 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 222 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 223 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 224 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 225 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 226 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 227 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 228 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 229 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 230 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 231 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 232 | Townhouse | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 233 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 234 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 235 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 236 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
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| 238 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 239 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 240 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 241 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 242 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 243 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 244 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 245 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 246 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 247 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 248 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 249 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
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| 252 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 253 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| STAKED FLAT 1 | MULTI FAMILY | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20 | 20 | | |
| STAKEDFLAT 2 | MULTI FAMILY | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20 | 20 | | |
| COMMERCIAL 1 | COMMERCIAL | NMU (FRONT 0-10', REAR 30', SIDE 30') | 20 | 20 | | |
| 301 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 302 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 303 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 304 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 305 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 306 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 307 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 308 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 309 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 310 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 311 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 401 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 402 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 403 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 404 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 405 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 406 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 407 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 408 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 409 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 410 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 411 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 412 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 413 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 414 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 415 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 416 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 417 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 418 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 419 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 420 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 421 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 422 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 423 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 424 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 425 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | 5 | | |
| 426 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | 10 | | |
| 427 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 428 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 429 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 501 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 502 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 503 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | YES | |
| 504 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 505 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | YES | |
| 506 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 507 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | YES | |
| 508 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 509 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 510 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 511 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 512 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 513 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 514 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 515 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 516 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 517 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 518 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 519 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 520 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 521 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 11 |
| 522 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 29 |
| 523 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 31 |
| 524 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 34 |
| 525 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 32 |
| 526 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 22 |
| 527 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | 9 |
| 528 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 529 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 530 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 17 |
| 531 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 27 |
| 532 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 25 |
| 533 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 26 |
| 534 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 20 |
| 535 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | 16 |
| 536 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | YES | |
| 537 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 538 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 539 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 540 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 541 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 542 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 543 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 544 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | YES | |
| 545 | TOWNHOUSE | R20 (FRONT 25', REAR 50', SIDE 50') | 0' INTERIOR, 10' EXTERIOR | 20 | | |
| 601 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 602 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | YES | |
| 603 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 604 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 605 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 606 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 607 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 608 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 609 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 610 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 611 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | 8 | | |
| 612 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | 8 | | |
| 613 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 614 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 615 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 616 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 617 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 618 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 619 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 620 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 621 | EXISTING RESIDENTIAL | R3 | | | | |
| 701 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 702 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 703 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 704 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 705 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 706 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 707 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 708 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 709 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 710 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 711 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 801 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 802 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 803 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 804 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 805 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 806 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 807 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 808 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |
| 809 | RESIDENTIAL | R6 (FRONT 25', REAR 20', SIDE conditional') | 10 | | | |

## RETAINING WALL VARIANCES

max code allowed (6ft)

| wall # | wall height (ft) | wall length (ft) | location | notes |
|---|---|---|---|---|
| 1 | 10 | 240 | outlet to UDOT west of unit 516 | south side of road |
| 2 | 12 | 260 | along UDOT units 520-527 | along UDOT row |
| 3 | 7 | 120 | east of lot 801 | south side of shared driveway |
| 4 | 10 | 330 | east of lot 801 | |
| 5 | 10 | 290 | north of existing house | |
| 6 | 10 | 183 | new access to ex house | |
| 7 | 12 | 210 | behind unit 220 | |
| 8 | 12 | 110 | behind units 217-220 | |
| 9 | 10 | 289 | behind units 217-220 | |

## SLOPE VARIANCE

roads in slopes over 30%

| location | notes |
|---|---|
| spine road sta:3+50 to 8+50 | road corridor in manmade slope |
| open space parking lot | road corridor in manmade slope |
| spine road sta:8+50 to 27+67 | road corridor in manmade slope |
| access road and gradindroad to pond by unit 220 | access road in 30% slopes |
| waterline access road in 30% slope | north of unit 411 |
| road within 30% slopes | front of units 226-228 |
| UDOT access road west of unit 516 | pond, access road and grading is in manmade 30% slopes |
| UDOT access road west of unit 516 | pond, access road and grading is in 30% slopes |
| detention pond 3 | grading from pond is in 30% slope |

| lot # | notes |
|---|---|
| 103 | lot partially on manmade 30% slope |
| 104 | lot partially on manmade 30% slope |
| 105 | lot partially on manmade 30% slope |
| 106 | lot partially on manmade 30% slope |
| 107 | lot partially on manmade 30% slope |
| 108 | lot partially on manmade 30% slope |
| 109 | lot partially on manmade 30% slope |
| 110 | lot partially on manmade 30% slope |
| 245 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 401 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 420 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 427 | lot partially on manmade 30% slope |
| 514 | lot partially on manmade 30% slope |
| 515 | lot partially on manmade 30% slope |
| 516 | lot partially on manmade 30% slope |
| 539 | grading from lot within 30% slope. Building lot is outside of slope. |
| 544 | driveway for lot 544 is in 30% slope |
| 548 | grading from lot within 30% slope. Building lot is outside of slope. |
| 621 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 622 | access driveway is within 30% slope. 100' length |
| 704 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 705 | lot inside of 30% slope. Building envelope outside of 30% slope. |
| 707 | lot inside of 30% slope. Building envelope outside of 30% slope. |

## CUT AND FILL OVER 5'

| location | notes |
|---|---|
| spine road sta: 8+50 to 10+00 | cuts from 5-18' |
| road 2a sta: 23+00 to 26+00 | fills from 5' to 16' |
| phase 1-4 pond #5 | cuts 5' to 15' |
| spine road sta: 17+00 to 20+00 | cuts 5' to 19' |
| spine road 20+00 to 24+00 | fillis 5' to 19' |
| road 2a sta: 15+50 to 17+00 | fills from 5' to 9' |
| road 2a sta: 6+00+to 8+00 | fills from 5' to 9' |
| phase 1-4 pond #3 | cut 5' to 15' |
| road 202b sta: 1+00 to 3+50 | fill 5' to 10' |
| phase 5-8 pond 3 | fill 5' to 10' |
| phase 5-8 pond 2 | cut 5' to 15' |
| phase 5-8 pond1 | cut 5' to 19' |
| phase 5-8 pond 5 | cut 8' fill 8' |
| road 202B sta: 10+00 to 14+00 | cut 5' to 18' |
| road 205B 4+00 to 5+00 | cut 4' to 14' |
| road 202 B sta: 17+50 to 20+00 | fill 5' to 12' |
| pond 6 UDOT outlet phase 5 | fill 5' to 22' |

| units | |
|---|---|
| 106-111 | cuts from 5' to 20' |
| 114-117 | cuts 5' to 15' |
| 120-121 | fill 5' to 8' |
| 240-244 | fill 5' to 9' |
| 226-232 | cut 5' to 16' |
| 221-225 | fill 5' to 9' |
| 220-217 | fill 5' to 22' |
| 622 | driveway cut 5' to 9' |
| 520-527 | fill 5' to 17' |
| 705 | fill 5' to 8' |
| 701-702 | fill 5' to 8' |

## CUT AND FILL SLOPES

Town code 3:1 TO DAYLIGHT
Proposed 2:1 TO DAYLIGHT

## WETLANDS

Town code: 100' SETBACK
Proposed 0' SETBACK

## SHARED DRIVEWAYS

PRIVATE ROADS-- The present town code does address private shared driveways in the current code. Previous codes allowed.
SHARED DRIVEWAYS TO HAVE 20' DRIVEWABLE WIDTHS.. Private shared driveways to follow ST-7

## ROADWAY GRADE

Local Roads 10% max grade. 12% if city engineer signs off.
Proposed 12% on phase 5-8 UDOT exit road.

## CROSS COUNTY TRAILS (EXCLUDEING 16 AC PARK)

city code: all trails 10' asphalt
Proposed : 4' gravel trails

## MINIMUM LOT WIDTHS

ZONE R6 CODE: 75'
ZONE R6 PROPOSED 65'

ZONE R20 CODE: 250'
ZONE R20 PROPOSED 28.17'

## FRONT PUE

City standard 10' front PUE
Proposed 6' Front PUE

## TRAILS

City standard — no stairs 22' row
Proposed stairs on trails 12' row

**GATEWAY CONSULTING, Inc**

*P.O. BOX 951005 SOUTH JORDAN, UT 84095*
*PH: (801) 694-5848*
*paul@gatewayconsutingllc.com*

9-2-2025

RE: bid for grading and plan and profiles for Elk Horn Spine trail.

Nate,

If I am allowed by UDOT, then I can do the Grading and plan/profiles pages for $30k if the city gives me the alignment. This does not include UDOT engineers, Geotec engineers, wetland specialists, traffic engineers, structural engineers, meetings with utility and irrigation companies, additional surveys, etc. The bid is good for 3 years.

Thanks
Paul Watson
Gateway Consulting LLC
801-694-5848

# Boundary Consultants

August 31, 2025

Nate Brockbank
Titan Development
Summa Terra Ventures
801-706-5557

Nate,

Thank you for contacting us with your survey needs.

For Boundary Consultants' team to provide an RTK drone flight of the SR-248 corridor from the Junction of Highway 40 to Main Street in Kamas (approximately 11.5 miles), with the right-of-way physically located, will be $28,000.00.

Deliverables will include:

- Tiled aerial photographs.
- 1-foot contours.
- Right of way lines of the highway.
- The edge of the asphalt depicted.
- An Auto-cadd drawing file prepared using either State Plane Co-ordinates or a local co-ordinate system if desired.

Deliverable will not include:

- Utilities
- Improvements
- Signage
- Section corners or section lines
- Abutting parcel lines

The flight will need to be carried out prior to or post snow, either in the fall or the early spring prior to vegetation growth.
Delivery will take about 30 days from notice to proceed being given.

Thank you,
Dave Hawkes, PLS

**5554 West 2425 North, Hooper, Utah 84315 (801) 792-1569**
**dave@boundaryconsultants.biz**

# Elkhorn Development Water Requirements

The proposed Elkhorn Development will consist of 141 single family homes, 65 townhomes and 24 stacked flats; however, one of the single family homes is existing and already has the required water. Accordingly, only 229 residential units need additional water. (Obviously, under the circumstances, while approved, no water requirement is listed herein for the commercial building.)

- 0.45 ac-ft per ERU for indoor uses
- 3.0 ac-ft per irrigated acre

Based on these parameters the resulting water right requirements is as follows:

| Indoor Uses | Quantity | Unit Amount (ac-ft) | Total Amount (ac-ft) |
|---|---|---|---|
| Residential Lot | 140 | 0.45 | 63 |
| Townhome | 65 | 0.45 | 29.25 |
| Stacked Flats | 24 | 0.45 | 10.80 |
| | | Total Indoor | 103.05 ac-ft |

| Outdoor Uses | Unit Area (sq. ft.) | Quantity | Area (sq. ft.) |
|---|---|---|---|
| Residential Lot | 1,500 | 140 | 210,000 |
| Townhome | 300 | 65 | 19,500 |
| Stacked Flats | 5,000 | 2 | 10,000 |
| Park Areas | 25,000 | 1 | 25,000 |
| | | TOTAL IRRIGATED AREA | 264,500 sq. ft. |
| | | TOTAL IRRIGATED AREA | 6.072 acres |
| | | X3.0 ac-ft/acre | 18.21 ac-ft |

TOTAL WATER RIGHT AMOUNT: 103.5 ac-ft + 18.2 ac-ft = ***121.26 ac-ft***

This amount represents the “usable” amount to be conveyed to JSSD on behalf of the Town of Hideout.

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
Town Council Meeting

October 3, 2025

The latest submittal for the Elkhorn Spring Development was received late in the evening on Wednesday, October 1, 2025, leaving insufficient time for a comprehensive review of all exhibits. Nevertheless, Engineering completed a review of the submittal and provides the following comments and recommendations:

**DEVELOPMENT AGREEMENT**

1. Item d., EXCPETIONS, WAIVERS, VARIANCES, the 12% grade on the secondary access road shall be approved by WFD. The grade for the maintenance access road shall be 15% maximum.
2. Item f., EXCEPTIONS, WAIVERS, VARIANCES, the developer shall provide a typical section illustrating the layout of the PUE, trail, and utility locations. Exhibit S contains too much detail for the current stage of design and cannot be verified at this time. Variations shall be listed by criteria only and not detailed at this stage.
3. Item n., EXCEPTIONS, WAIVERS, VARIANCES, 4-foot walkway does not meet Town Standards for Trails or Sidewalks. Minimum sidewalk width is 5 feet.
4. Item o., EXCEPTIONS, WAIVERS, VARIANCES, stairs are not shown on Exhibit H.
5. Section 1.4 WATER, there is no need to include the calculated amount of water dedicated to the development. The Developers duty to provide 0.45 acre-feet per residential unit and 3.0 acre-feet per irrigated acre should be incorporated in the agreement.
6. Paragraph 1.11.4.1(d), the scope of work for the trail design is incomplete. Proposal only includes survey and preliminary plan and profile. Construction documents are not included. The Town should obtain third party proposals for trail design work.
7. Paragraph 2.2, the term “private driveways” shall be substituted with “private road” throughout this paragraph. Exhibit O is a letter from UDOT regarding access restrictions and should not be considered an agreement. Pavement design for public roads and private roads shall be the same.
8. Paragraph 3.6, the term “private driveways” shall be substituted with “private road” throughout this paragraph. Pavement design for public roads and private roads shall be the same.

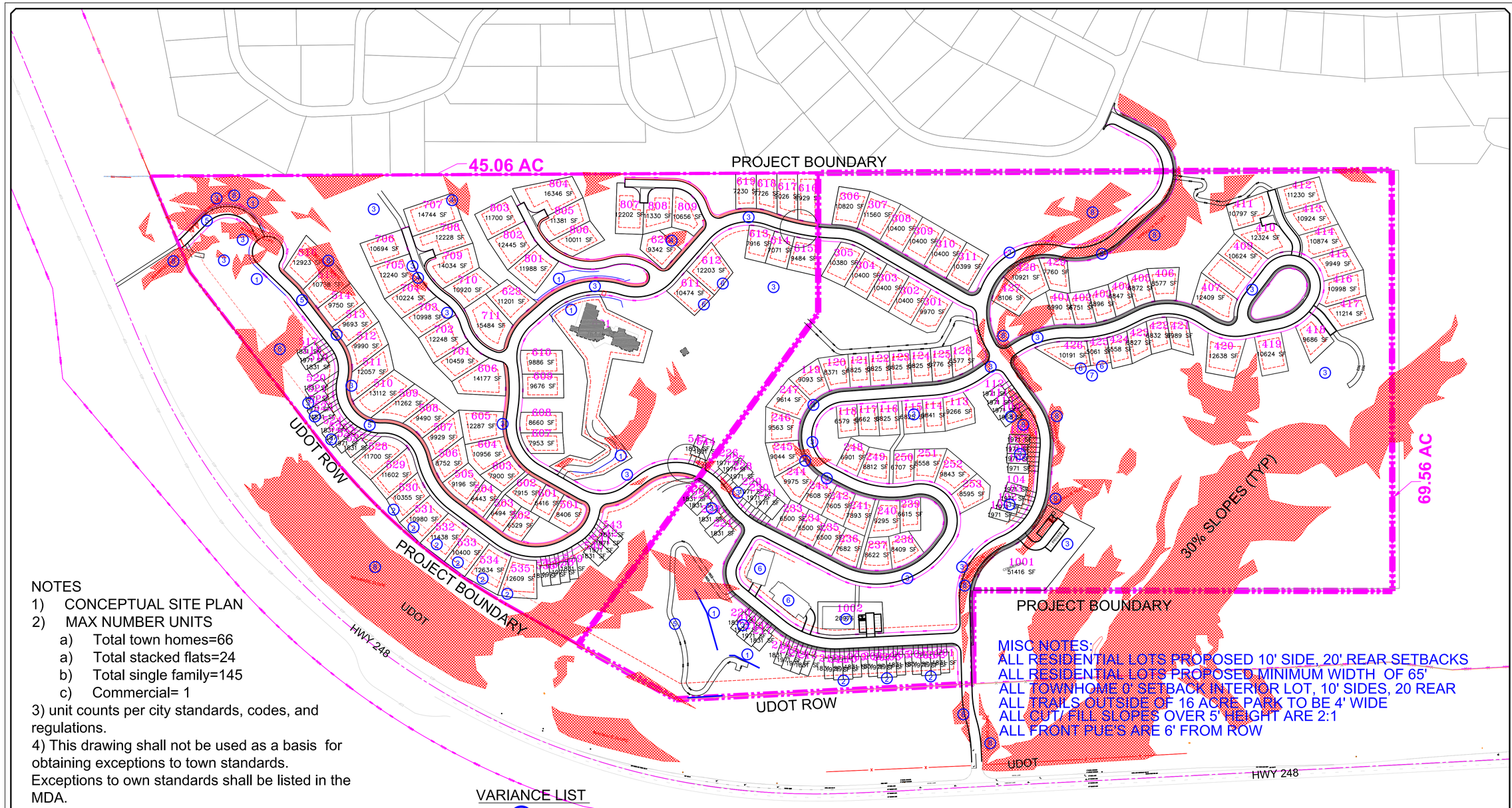
**EXHIBITS**

9. Exhibits, drawing title blocks should indicate drawings are PRELIMINARY and not CONCEPTUAL.
10. Exhibit F, the Slope Map shall be finalized and stamped and signed by a Professional Engineer. The Slope Map is critical for design decisions impacting the rest of the project.
11. Exhibit H, Stairs not shown. 12% Secondary Access Road requires WFD approval. Grade for Maintenance Access Road shall be no more than 15%.
12. Exhibit M, The proposal does not meet current Hideout Trail Standards. The exhibit should be considered as conceptual and a binding document.

Respectfully,
HANSEN, ALLEN & LUCE, INC.



Dennis Pay, P.E.
Town Engineer




NOTES

1) CONCEPTUAL SITE PLAN
2) MAX NUMBER UNITS
   a) Total town homes=66
   a) Total stacked flats=24
   b) Total single family=145
   c) Commercial= 1
3) unit counts per city standards, codes, and regulations.
4) This drawing shall not be used as a basis for obtaining exceptions to town standards. Exceptions to own standards shall be listed in the MDA.
5) Pavement design on private streets shall be the same as public streets.
6) This concept depends on obtaining permits from UDOT to drain storm water into ROW.
7) A discharge easement, pursuant to the to the Town's Engineering standards, shall be granted to the Town for all public storm water that drains onto private property. The HOA shall own and maintain storm water management facilities on private property.
8) Road 1 design (main connector road) subject to Traffic Study.

VARIANCE LIST

1. RETAINING WALL HEIGHTS OVER 5'
2. UDOT 50' SETBACK
3. CUT/FILL OVER 5'
4. LOTS IN 30% SLOPE (BUILDABLE AREA IS OUT OF NATURAL 30% SLOPE)
5. ROADS OVER 10% GRADE
6. SETBACK VARIANCE
7. WETLAND SETBACK
8. EXISTING MANMADE 30% SLOPES

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

ORIG. DATE: 5-13-24
SURVEY BY:
DRAWN BY: GPW
DESIGNED BY: GPW
CHECKED BY: GPW
SCALE: 1"=150'

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
OVERALL SITE PLAN
PHASE 1-8
10-3-2025
PLOT DATE

HIDEOUT
TOWN

REVIEW COPY
NOT FOR CONSTRUCTION

SHEET NO. VARIANCES

HANSEN ALLEN & LUCE INC
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste
200 South Jordan,
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Town Council Meeting

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Respectfully,
HANSEN, ALLEN & LUCE, INC.



Dennis Pay, P.E.
Town Engineer

45.06 AC

PROJECT BOUNDARY

UDOT ROW

PROJECT BOUNDARY

HWY 248

UDOT

69.56 AC

30% SLOPES (TYP)

PROJECT BOUNDARY

UDOT ROW

UDOT

HWY 248

NOTES

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2) MAX NUMBER UNITS
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   a) Total stacked flats=24
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8) Road 1 design (main connector road) subject to Traffic Study.

MISC NOTES:
ALL RESIDENTIAL LOTS PROPOSED 10' SIDE, 20' REAR SETBACKS
ALL RESIDENTIAL LOTS PROPOSED MINIMUM WIDTH OF 65'
ALL TOWNHOME 0' SETBACK INTERIOR LOT, 10' SIDES, 20 REAR
ALL TRAILS OUTSIDE OF 16 ACRE PARK TO BE 4' WIDE
ALL CUT/ FILL SLOPES OVER 5' HEIGHT ARE 2:1
ALL FRONT PUE'S ARE 6' FROM ROW

VARIANCE LIST

1. RETAINING WALL HEIGHTS OVER 5'
2. UDOT 50' SETBACK
3. CUT/FILL OVER 5'
4. LOTS IN 30% SLOPE (BUILDABLE AREA IS OUT OF NATURAL 30% SLOPE)
5. ROADS OVER 10% GRADE
6. SETBACK VARIANCE
7. WETLAND SETBACK
8. EXISTING MANMADE 30% SLOPES

N

150 0 150 300

SCALE IN FEET
1"=150' (24"X36" SHEET)

| NO. | DESCRIPTION | DATE | APP'D |
|---|---|---|---|
| | | | |

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ELK HORN SPRINGS
OVERALL SITE PLAN
PHASE 1-8
10-3-2025
PLOT DATE

HIDEOUT
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REVIEW COPY
NOT FOR CONSTRUCTION

SHEET NO. VARIANCES

**TOWN OF HIDEOUT**

**ORDINANCE #2025 – O-_____**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE TOWN OF HIDEOUT FOR PARCEL NUMBERS 00-0020-8182, 00-0020-8184, 00-0020-8181 AND 00-0020-8185 FROM MOUNTAIN RESIDENTIAL (MR) ZONE TO NEIGHBORHOOD MIXED USE ("NMU"); RESIDENTIAL TWENTY ("R-20"); RESIDENTIAL SIX ("R-6"); RESIDENTIAL THREE ("R-3"); AND/OR NATURAL PRESERVATION ("NP").**

WHEREAS, the owners of property 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 have submitted an application to rezone a portion that property from its current zoning designation of mountain residential (MR) zone to Neighborhood Mixed Use ("**NMU**"); Residential Twenty ("**R-20**"); Residential Six ("**R-6**"); Residential Three ("**R-3**"); and/or Natural Preservation ("**NP**")

WHEREAS, Developers is proposing a project which will include a restaurant and retail spaces along with residential development;

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, there is a Development Agreement being proposed;

WHEREAS, the approval of this zone amendment is contingent on the conditions of the Development Agreement being met;

WHEREAS, the Hideout Planning Commission held public hearing on XX, and forwarded a recommendation to the Town Council;

WHEREAS, the Hideout Town Council held public hearings and reviewed the Zoning Map Amendment on XXX.

WHEREAS, there is good cause and it is in the best interest of the Town of Hideout, Utah to approve the Amendment to the Zoning Map

WHEREAS, as a condition of this Ordinance being effective, a Development Agreement will have to be executed prior to November 15, 2025, and a condition of that Development Agreement will be that the density related to the Project will not exceed 230 residential units and 2 nonresidential units.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HIDEOUT, UTAH, THAT:

**Section 1.** Rezone. That certain property located at Parcel Number(s) 00-0020-8182, 00-0020-8184, 00-0020-8181 and 00-0020-8185, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference, a portion of which is hereby rezoned from its current zoning designation of Mountain Residential **MR** to Neighborhood Mixed Use ("**NMU**"); Residential Twenty ("**R-20**"); Residential Six ("**R-6**"); Residential Three ("**R-3**"); and/or Natural Preservation ("**NP**").

**Section 2.** Zoning Map Amendment. The Zoning Map of the Town of Hideout is hereby amended to reflect the rezoning referenced in Paragraph 1, above.

**Section 3.** Subdivision Condition. This Ordinance is specifically subject to and conditional upon the following:

(a) A Subdivision Plat for the property described in Exhibit A must be approved by the Town within 12 months of the date of this Ordinance. In the event a Subdivision is not approved, the zoning designation of the property shall revert to MR.

**Section 4.** Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5.** Effective Date. This Ordinance shall take effect upon the publication or posting.

**PASSED AND APPROVED** this day of _____, 2025.

By:_____

Ralph Severini, Mayor

**[SEAL]**

**ATTEST:**

_____

Alicia Fairbourne,
Town Recorder

**File Attachments for Item:**

11. Discussion of Planning Commission Rules and Regulations

To: Hideout Town Council

From: Polly McLean, Town Attorney and Planning Commission

Date: October 9 , 2025

Re: Planning Commission Rules and Regulations and suggestion for Code Amendments

Mayor and Council,

The Planning Commission reviewed proposed Rules and Regulations which they adopted at their September 18, 2025 meeting. In reviewing these Rules, they suggested some code changes. Please consider directing staff to propose the following changes to the Hideout Code:

1) Because the Code is silent on appointing a chair and vice-chair, the Planning Commission requests that the codify process for appointing a chair and vice-chair. Because the code is silent the planning commission has adopted the following as part of their Rules. (below is in codified form):

   A Chair and Vice Chair shall be elected annually at the first meeting of the new year by majority vote of the Commission from among regular members. To be eligible, the Chair and Vice Chair cannot be an alternate member.

   The Vice Chair shall assume the duties of Chair for the remainder of the year if the Chair resigns. A new Vice Chair is elected by a majority vote of the Commission from among regular members at the first scheduled meeting after the resignation.

**3.02.010 CREATION**

1. Composition; Appointment: Pursuant to the provisions of Utah Code, there is hereby created a planning commission for Hideout. The planning commission shall consist of five (5) members, to be appointed by the mayor, with the advice and consent of the council. Initially, the members shall be appointed with one (1) member having their term expire January 1, 2010, and two (2) members having their terms expire January 1, 2012. Thereafter, every even numbered year, in the month of January, the mayor, with the advice and consent of the council, shall appoint members of said commission, for a term of four (4) years. The terms shall be staggered in such a manner that no more than three (3) terms expire in a given year. All terms expire on January 1 in the applicable year.

2. Term: Each member of the planning commission shall serve until the expiration of the term for which they are appointed or until their successor is appointed and qualified. At the expiration of each term, new appointments shall be promptly made in the same manner as original appointment as provided in this section.
3. Vacancy: Any vacancy occurring during an unexpired term, due to death, resignation or removal from office shall be promptly filled by the mayor, with the advice and consent of the council, for the unexpired portion of the term.
4. Alternates: Two (2) alternate members of the planning commission may be selected in the same manner and for the same length of time as a regular member. The alternate member may sit in for a full time member of the commission, at the request of the chairperson, when the full time member is not able to be in attendance. The alternate may only vote at such time as they are acting for the full time member.
5. Chair and Vice Chair: The Chair and Vice Chair shall be elected annually at the first meeting of the new year by majority vote of the Commission from among regular members. To be eligible, the Chair and Vice Chair cannot be an alternate member. The Vice Chair shall assume the duties of Chair for the remainder of the year if the Chair resigns. A new Vice Chair shall be elected by a majority vote of the Commission from among regular members at the first scheduled meeting after the resignation.

2) Removal for any reason - The Planning Commission asked the Council to consider removing the ability to remove a Commissioner without cause.

### 3.02.030 REMOVAL FROM COMMISSION

The Town Council may remove any member of the planning commission, with ~~or without~~ cause, at an open meeting. Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

# TOWN OF HIDEOUT PLANNING COMMISSION
# RULES AND REGULATIONS
# Adopted September 18, 2025
# Presented to Council October 9, 2025

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The Planning Commission shall adhere to the following rules and regulations in administration of the Commission duties and governance of their meetings. The Planning Commission shall be familiar with and follow all requirements of Utah State Code Title 10, Chapter 9a (Land Management Code) and Chapter 13 (Ethics) and the Hideout Municipal Code (Title 3, Chapter 3.02 (Planning Commission) and Titles 11 and 12 (Subdivisions and Zoning) related to Planning Commissions.

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**I. Membership**

The Planning Commission consists of five (5) voting members and two (2) alternate members appointed by the Mayor with the advice and consent of the Town Council.

Members shall serve staggered four-year terms. The Mayor shall, with the advice and consent of the Town Council, appoint or reappoint a Planning Commission member to fill a position on the Planning Commission that has expired or to fill any vacancies that might arise. If a vacancy occurs, the newly appointed member fills the remainder of the vacating member's term.

There is no limitation on the number of successive terms a Planning Commissioner serves if they are reappointed.

Members must be full-time residents of Hideout aged 18 years of age or older for at least a year and maintain residency during their service.

Members shall avoid conflicts of interest as required by law and Town policy, i.e., any financial interest beyond single dwelling ownership.

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**II. Officers**

A Chair and Vice Chair shall be elected annually at the first meeting of the new year by majority vote of the Commission from among regular members. To be eligible, the Chair and Vice Chair cannot be an alternate member.

The Chair shall preside over all meetings and hearings of the Commission and coordinate with staff on agendas. The Chair shall pace the meeting so that all items on the agenda can be addressed and either concluded or continued. The Chair shall use his/her best efforts to preserve order and see that members of the Commission and the public are treated with respect. The Chair shall sign official recommendations and reports on behalf of the Commission.

The Vice Chair shall preside in the absence of the Chair.

The Vice Chair shall assume the duties of Chair for the remainder of the year if the Chair resigns. A new Vice Chair is elected by a majority vote of the Commission from among regular members at the first scheduled meeting after the resignation.

The Recorder for the Town of Hideout or the Recorder's designee shall serve as Secretary, responsible for agendas, minutes, and official records. The Planning Director or appointed designee shall provide all required noticing and prepare all reports and gather such information as may be necessary for the Planning Commission to conduct its business and to all necessary parties prior to the meeting.

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**III. Meetings**

All meetings shall comply with the Utah Open and Public Meetings Act.

**A. Regular Meetings:**

Commission shall hold regular monthly meetings and shall adopt an annual schedule each year. Public notice of all meetings shall be provided in accordance with Utah Code and all applicable Hideout Town codes.

No schedule changes should be made except for the lack of a quorum.

The Planning Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of three (3) members of the Commission. No action may be taken without a quorum.

Materials for agenda items must be delivered to the Planning Commission by noon three business days prior to the meeting or the Planning Commission has the right to cancel that agenda item. If packet materials are received after that time, the Chair will discuss with staff if the item will be placed on the agenda. The Planning Commission shall not act on or make any final decision regarding an item that is not on the agenda.

There shall be on every agenda of the Planning Commission an item entitled "public comment". The public comment portion of the meeting shall be limited to the public speaking to the Commission on any item not on the agenda. Members of the public shall be free to express any idea, question, or viewpoint without limitation except for time and the manner of the presentation.

Individual members of the public shall be limited to the time allowed by the Chair. The Chair shall ensure that the public comment is civil and orderly. The Chair shall use his/her best efforts to allow the free expression of the public and keep the meeting in order. Planning Commission and staff should not interrupt, argue with, or otherwise interfere with any comment by a member of the public. The Planning Commission and staff may ask clarifying questions of the member of the public making a presentation, and other members of the public may comment at the discretion and recognition by the Chair.

At regular meetings of the Planning Commission, members shall speak and have discussion without interrupting others who are speaking. Any meeting designated as a work meeting shall be more informal, and Planning Commission may freely participate if proper decorum is maintained. Planning Commission shall always conduct themselves with decorum and respect and shall refrain from making any disparaging remarks concerning any other member of the governing body or the public.

**B. Special Meetings:**

Special Meetings may be called by the Chair or at the request of three (3) or more regular members.

**C. Voting:**

A quorum of Commission members must be present and voting in a public meeting. Actions require a majority vote of those present and voting. All votes will be cast verbally. After the vote is taken, any member of the Commission desiring to explain his/her vote shall be allowed an opportunity to do so.

The Commission consists of two alternates. The alternates attend all meetings of the Commission. An alternate member may sit in for a regular member of the Commission, at the request of the Chair, when the regular member is not able to be in attendance, including if the regular member recuses on a matter. When an alternate is needed in place of a regular member, the two alternate members rotate the responsibility for an entire meeting. The alternate may only vote at such time as they are acting for the regular member. Even if not voting, an alternate shall sit with the Planning Commission and may participate in the discussion and ask questions but may not vote.

Failure to vote by a member shall be counted as an abstention. All official Commission members will vote except those who have abstained. A Commission member shall abstain only if he or she has possible conflict of interest. All members of the Commission shall be familiar with and adhere to the provisions of Title 10 Chapter 3 Part 13, U.C.A., "Municipal Officers' and Employees' Ethics Act" and Hideout Town conflict of interest and ethics ordinances. If the Commissioner(s) suspects that they may have a conflict of interest which would affect their employment or financial interests concerning any matter to be reviewed by the Planning Commission, they shall consult with the Town Attorney prior to the scheduled review for advice regarding the appropriate action to be taken or shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter. If the Commissioner(s) first suspects such a conflict of interest during the meeting in which the matter is being reviewed, they shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter.

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**IV. Member Duties**

In compliance with Hideout Town Code, all members of the Planning Commission shall complete training before they can vote in their first meeting. Yearly training shall be conducted by all members.

All Planning Commission members must attend meetings, review materials in advance, disclose conflicts of interest, and deliberate in good faith.

A Planning Commission member shall notify the Recorder for the Town and the Chair if they expect to be absent. Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

Ex Parte Communication: An ex parte contact is any communication with an applicant, applicant's representative or member of the public interested in the outcome of a decision that occurs outside of a Planning Commission meeting regarding a matter that is on the agenda or anticipated to be placed on a future agenda. Commissioners should refrain from engaging in these communications. Anyone speaking to Commissioners on these matters should do so at a public meeting, so their comments, concerns, and evidence are on the public record. A Commissioner who has engaged in ex-parte communication should disclose the nature and extent of the communication prior to consideration of the matter and declare whether the member is capable of making a decision free from bias as a result of the communication.

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**V. Amendments**

These Rules may be amended by majority vote of the Planning Commission.

PASSED AND ADOPTED this 18 day of September, 2025, by the Planning Commission of Hideout, Utah.

Planning Commission Chair: _____

Attachments:

1. General Plan (link)
2. Copy of Hideout Code on Planning Commission (Chapter 3.02)
3. Copy of State Code Ethics Code.(Title 10, Chapter 3, Part 13)

**Hideout Code (As of September 18, 2025) Be sure to check code online for any updates or amendments**

**3.02 PLANNING COMMISSION**
3.02.010 CREATION
3.02.020 QUALIFICATIONS - TRAINING AND RESIDENCY REQUIREMENTS
3.02.030 REMOVAL FROM COMMISSION
3.02.040 COMPENSATION
3.02.050 POWERS AND DUTIES
3.02.060 COOPERATION WITH COUNTY
3.02.070 RECORD OF PROCEEDINGS
3.02.080 RULES AND REGULATIONS
3.02.090 NOTICE REQUIREMENTS

## 3.02.010 CREATION

1. Composition; Appointment: Pursuant to the provisions of Utah Code, there is hereby created a planning commission for Hideout. The planning commission shall consist of five (5) members, to be appointed by the mayor, with the advice and consent of the council. Initially, the members shall be appointed with one (1) member having their term expire January 1, 2010, and two (2) members having their terms expire January 1, 2012. Thereafter, every even numbered year, in the month of January, the mayor, with the advice and consent of the council, shall appoint members of said commission, for a term of four (4) years. The terms shall be staggered in such a manner that no more than three (3) terms expire in a given year. All terms expire on January 1 in the applicable year.
2. Term: Each member of the planning commission shall serve until the expiration of the term for which they are appointed or until their successor is appointed and qualified. At the expiration of each term, new appointments shall be promptly made in the same manner as original appointment as provided in this section.
3. Vacancy: Any vacancy occurring during an unexpired term, due to death, resignation or removal from office shall be promptly filled by the mayor, with the advice and consent of the council, for the unexpired portion of the term.
4. Alternates: Two (2) alternate members of the planning commission may be selected in the same manner and for the same length of time as a regular member. The alternate member may sit in for a full time member of the commission, at the request of the chairperson, when the full time member is not able to be in attendance. The alternate may only vote at such time as they are acting for the full time member.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

## 3.02.020 QUALIFICATIONS - TRAINING AND RESIDENCY REQUIREMENTS

1. Members of the planning commission must qualify by taking, subscribing and filing with the clerk the oath of office required by section 10, article IV of the constitution of Utah.
2. Residency Requirement. No person may be appointed to the Planning Commission unless such person is a full time resident within the Town of Hideout for at least twelve (12) months prior to their appointment and must remain a full time resident while serving as a Planning Commissioner.
3. Training Requirement. All members of the Planning Commission shall:
    1. complete at least four (4) hours of annual land use training offered by the Utah League of Cities and Towns; or a list of training courses selected by the Utah League of Cities and Towns
    2. Proof of completion shall be submitted to the Town Clerk and the record shall be maintained of training completion at the end of each calendar year.
    3. This section shall apply to all current members of the Planning Commission, including alternates. All members shall complete at least two hours of training within sixty (60) calendar days of the effective date of this Ordinance. A newly appointed Planning Commissioner shall complete at least two hours of training within sixty (60) calendar days of being appointed.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

**3.02.030 REMOVAL FROM COMMISSION**

The Town Council may remove any member of the planning commission, with or without cause, at an open meeting. Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

**3.02.040 COMPENSATION**

The council may, by resolution, fix per diem compensation for the members of the planning commission, including alternates, based on meetings actually attended.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

**3.02.050 POWERS AND DUTIES**

The planning commission shall have such powers and functions and shall perform such duties as prescribed by Utah Code Title 10-9a, and any further amendments of or supplements to which may hereafter be enacted, and shall also have such powers and functions and perform such other duties in connection with the planning and zoning of the town as may hereafter be prescribed by any ordinance. The planning commission shall be designated as the administrative land use authority for preliminary approval of all subdivision applications, and may not be the land use authority for final approval of subdivision applications for developments single-family, two-family, or townhome dwelling units.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*
*Amended by Ord. 2024-O-13 Subdivision Code Update on 12/12/2024*

**3.02.060 COOPERATION WITH COUNTY**

The planning commission, in the exercise of its powers and the discharge of its duties, shall seek to cooperate with any planning commission or other official body of the county having similar powers and duties.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

**3.02.070 RECORD OF PROCEEDINGS**

The planning commission shall keep a public record of its proceedings, which shall be filed in the office of the clerk.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

**3.02.080 RULES AND REGULATIONS**

The planning commission shall submit to the council rules and regulations subject to the provisions of the laws of the state and the planning and zoning ordinances of the town, to provide for the regulation of its procedure and the conduct of its duties, and may submit amendments to such rules from time to time to the council.

HISTORY
*Adopted by Ord. 20-02 on 1/23/2020*

**3.02.090 NOTICE REQUIREMENTS**

1. If any applicant desires to have an item placed on the agenda for the regular meeting of the Planning Commission, a complete application (inclusive of all supporting content and required documents such as site plans, building elevations, etc.) and all associated fees and escrow funds must be submitted to the Recorder's Office no later than 10:00 am mountain time forty-five (45) calendar days prior to the Planning Commission's regularly scheduled meeting. If any required application items are delivered after the time set forth in this section, such application items will be placed on the agenda for the following regular meeting of the Planning Commission.
2. This section makes no changes to any Land Use application schedule or deadlines outlined within existing Town Code or within any duly adopted Master Development Agreement. Those schedules and/or deadlines must be completed prior to any affected item being placed upon the agenda as outlined above.
3. All applications for property development and/or use permits shall be actively pursued to a final decision by the town. If no activity such as plan submittals, reviews, meetings, or communication by the applicant has occurred on an application for one hundred eighty (180) days, the application will be deemed as inactive, and the file closed. The applicant may submit a written request to maintain the application as active, wherein upon finding that there is good cause and reasonable belief that the application will be pursued to completion, the Town Planner, or their

designee may grant a one-time ninety (90) day extension. Once a file is closed, an applicant will be required to pay all applicable fees and reapply for permits or development.

Summary of 15 Utah Planning Commissions

| Town/ City | # PC Members | Alts? | Term of Members | Chair Appointed by | Term of chair | Vice Chair? | Removal |
|---|---|---|---|---|---|---|---|
| Alta | 5 | Alt if mayor wants to; didn't specify # | 5 years; staggered so 1 seat expires each year on March 1 | PC | 5 years first term, re-elected one succeeding consecutive term of 5 years | Not codified | Any planning commission member who is absent from three (3) consecutive regularly scheduled meetings, or a total of five (5) regularly scheduled meetings per calendar year, or who violates ethical standards under Utah Code Annotated, or who engages in improper or illegal conduct, may be called before the town council and asked to resign or be removed for cause by the town council. |
| Moab | 5 | N/A | 3 years | PC | 3 years | Yes, PC elects | Members may be removed, with or without cause, by a majority vote of City Council. |
| Park City | 7 | Alt if mayor wants to; didn't specify # | 4 years; staggered so they expire the second Wednesday in July | PC | 1 year | Yes; | Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year, or who violates Title 3, Ethics, may be called before the City Council and asked to resign or be removed for cause by the Council. |
| Salt Lake City | 5 - 11 | N/A | 4 years; no specific staggering, some only serve 2 and that shifts the appointment date | PC | 1 year | Yes, PC elects | Any member of the Planning Commission may be removed by the Mayor for violation of this title or any policies and procedures adopted by the Planning Commission following receipt by the Mayor of a written complaint filed against the member. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Francis | 5 | N/A | 2 years | PC | 1 year | Yes, PC elects | A member of the Commission may be removed from office by majority vote of the City Council. |
| Heber | 7 | 2; can fill in for members and be the tie-breaker vote | Members are 6 years; alts, chair, and vice chair serve 2 years | PC | 2 years | Yes, PC elects | Improper conduct and non-performance of duties shall result in removal for cause as stated in 2.48.020. Members may be removed after a public hearing, by a majority vote of the City Council. |
| Kamas | 5 | 1 alt appointed by mayor and City Council | Members are 5 years; staggered so member 1 ends first, member 2 ends the year after that, and so on; alts serve <5 years; chair and vice chair serve 1 year | PC | 1 year | Yes, PC elects | The governing body may remove any member of the planning commission for cause and after public hearing, if one is requested. |
| Morgan City | 7 | 2 alts; also a 4 year term, can only vote if they are sitting in for a full time member | 4 years; appointments occur on EVEN numbered years, such that no fewer than 2 and no more than 3 terms expire in a given year | PC | 4 years | Yes; unknown | The city council may remove any member of the planning commission, with or without cause, upon written notice. |
| Bluffdale | 5 | 1 alt; can vote if someone is missing | <4 years; staggered every 2 years with no more than 3 terms expiring in any calendar year; chair and vice chair 1 year term | PC | <4 years | Yes, PC elects | The Mayor may remove any member or alternate of the Planning Commission at any time and for any reason with the advice and consent of the City Council. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Herriman | 7 | 2 | 3 years, but no specific code stating this. | PC | 1 year | Yes; PC elects | The city council may remove any member of the planning commission whenever it appears that such removal would be in the best interests of the city, as determined by the city council. |
| Saratoga Springs | 7 | N/A | 4 years; staggered so terms of the members expire on different years; No planning commissioner may serve more than two consecutive four-year terms. | PC | 2 year; A person may be elected to serve consecutive terms as Chair andVice-Chair. | Yes, PC elects | A member of the Planning Commission may be removed by the Mayor with the advice and consent of the City Council. |
| Woods Cross | 7 | N/A | Members 4 years; chair and vice chair 1 year | PC | N/A | Yes, PC elects | The Mayor, with the advice and consent of the City Council, may remove any member of the Planning Commission at any time with or without cause. Written notice of removal shall be given to a member who is removed. |
| Lehi | 5 from the qualified electors of the city. | Up to 2 alts; may act with the full powers and duties of a regular planning commissioner, however, an alternate member may vote only in the absence of a regular | 3 years; No more than three (3) consecutive terms. | PC | Chair 1 year No member shall serve as chair for more than two (2) consecutive terms. | Yes PC, elects | The mayor, with the advice and consent of the city council, may remove any member of the commission without cause. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | member. The senior alternate member will be the first to replace an absent regular member. | | | | | |
| Harrisville | 3 - 5 | As needed; stands in for full-time member | 4 years; | PC | 1 year | Yes PC, elects | A member may be removed by the Mayor at any time, subject to the advice and consent of the City Council. |
| Fruit Heights | 5<br>All members of the planning commission must be bona fide residents and qualified electors of the city. | N/A | 3 years; and shall not serve more than two (2) consecutive terms. | Mayor | one year and shall not hold the position of chair for more than two (2) consecutive one year terms. | if needed, mayor appoints, same process as chair | may be removed for cause by the mayor with the advice and consent of the city council, upon written charges and after a public hearing (if a public hearing is requested by the member being removed). Cause shall include, but not be limited to, violations of the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Annotated Section 10-3-1301 et seq., or its successor. |
| Town/ City | # PC Members | Alts? | Term of Members | Chair Appointed by | Term of chair | Vice Chair? | Removal |

Note the term elector means a qualified voter.

# RESOLUTION NO. 2025-R-XX

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HIDEOUT, UTAH, ACCEPTING THE RULES AND REGULATIONS OF THE HIDEOUT PLANNING COMMISSION

WHEREAS, the Town of Hideout Municipal Code, Section 3.02.080, provides that the Planning Commission shall submit to the Town Council rules and regulations, subject to the laws of the State of Utah and the ordinances of the Town, to provide for the regulation of its procedure and the conduct of its duties; and

WHEREAS, the Hideout Planning Commission reviewed and adopted its Rules and Regulations on September 18, 2025, to ensure clear procedures, promote consistency, and align with applicable provisions of the Hideout Municipal Code and Utah State Code Title 10, Chapter 9a, Municipal Land Use, Development, and Management Act; and

WHEREAS, the Planning Commission has submitted the adopted Rules and Regulations to the Town Council, as required under Hideout Municipal Code Section 3.02.080.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HIDEOUT, UTAH, AS FOLLOWS:

1. The Town Council hereby acknowledges the submittal of the Rules and Regulations of the Hideout Planning Commission, as adopted by the Planning Commission on September 18, 2025.

2. The Rules and Regulations shall remain in effect unless and until amended by the Planning Commission and submitted to the Town Council in accordance with Section 3.02.080 of the Hideout Municipal Code.

3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Town Council of the Town of Hideout, Utah, this ___ day of _____, 2025.

TOWN OF HIDEOUT:

_____
Ralph Severini, Mayor

ATTEST:

_____
Alicia Fairbourne, Recorder for Hideout

Attachment: Town of Hideout Planning Commission Rules and Regulations, Adopted September 18, 2025