HIDEOUT, UTAH TOWN COUNCIL REGULAR MEETING AND PUBLIC HEARINGS
October 29, 2025
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Special Meeting and Public Hearing 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 Wednesday, October 29, 2025.

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

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

Special Meeting
4:00 PM

I. Call to Order

II. Roll Call

III. Public Hearing Agenda - *(continued from October 9, 2025)*

1. 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)
2. Discussion and possible approval of a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include variations to requirements for slopes, cut and fill, retaining wall height, and road grade

IV. Meeting Adjournment

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 10/27/2025

File Attachments for Item:

1. 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)

INTEGRATED planning & design

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 29, 2025 Town Council Meeting (Special Meeting)

Submittals: *Draft MDA and Associated Exhibits (dated October 3 - 23, 2025)*

Background

At its August 14, 2025 meeting, the Town Council initially reviewed the Concept Plan, proposed rezoning map, and general concepts associated with Master Development Agreement (MDA) with exhibits for the Elkhorn Springs development (no updates were made from the Planning Commission meeting). The Council 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. Changes related to the roads and engineering were presented at the meeting. At the October 9, 2025 meeting, Town Council requested some information regarding the timeline for the project and asked that the Applicant and staff clean up some language in the MDA as well as update the exhibits.

- This application first came to the Town for the eastern half of the property to the Planning Commission on July 18, 2024 where they requested 164 units and 15,000-20,000 square feet of commercial development.
- On January 16, 2025, the Planning Commission heard the new application, which included the entire Salzman Property, and requested 211 units and 3 units of neighborhood commercial.
- On February 18, 2025, the Concept Plan was approved. Two meeting were held before the Planning Commission to discuss the project and changes to the plan (3/4/25 and 5/29/25).
- On July 17, 2025, the Planning Commission reviewed the new amendments and forwarded a positive recommendation with conditions to the Town Council.

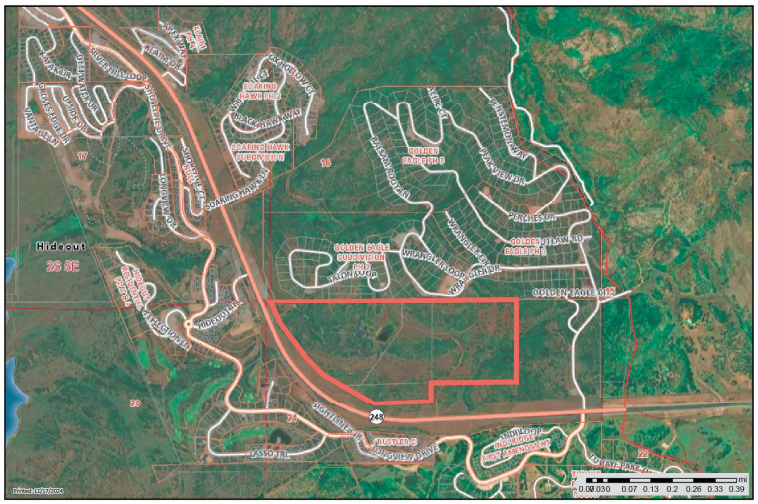
integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

The Proposal and Requested Exceptions

The Applicant is requesting 230 residential lots and 1 commercial lot (and a lot for the pickleball court) on +/-115 acres. By-right and in compliance with the Hideout Municipal Code (HMC) requirements, the property could support approximately 70 - 90 single family lots at one unit per acre per the Mountain (M) zone and in compliance with sensitive lands standards. A quick summation of the major exceptions to the HMC:

- The Applicant is requesting exceptions from the HMC for every lot in the development. The Lot exceptions include exceptions from the minimum lot width, side yard setbacks are significantly reduced in the R-20 for buildings (townhomes), and rear yard setbacks are uniformly reduced in the R-20 and NMU districts and along SR248.
- In the project area, 19% the land with slopes over 30% are being disturbed which requires an exception from the Sensitive Lands regulations in the HMC.
- Cut and fill covers a large area of the development site. 34% of the area being developed (excluding open space) contains cut and fill greater than 5' (the maximum allowed by the HMC). A total of 44 lots (19% of the project) is on cut or fill greater than 5' and 2/3 of these 44 lots include cut and fill over 15'.

Location of Elkhorn Springs (115-acre site)



*

Specific Issues Requiring Town Council Input or Direction

a) All of the lots in Elkhorn Springs require setback exceptions based the proposed lot size desired by the Developer. The Town Council should confirm support for the extent of exceptions. The alternative to the exceptions would be smaller houses on the lots in order to meet the required setbacks, consolidation of some lots into an additional stacked flat structure, etc.

b) 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 additional, and more easily accessible, parking for the pickleball building and park/plaza area? This would require a

integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

waiver from the Town's engineering standards but may be worth considering. Perhaps the Council should include this as an option subject to review and approval by the Town Planner and Town Engineer.

c) The Applicant is requesting an exception to the Town wetland setbacks for Lots 425 & 426. The proposed rear yards are 10′ (Lot 425) and 5' (Lot 426). The Hideout Municipal Code requires a 100' setback from delineated/natural wetlands. Based on some follow up research, staff recommends this area be protected – whether delineated/natural or manmade wetlands. Both types of wetlands function like flood control, water filtration, and habitat for wildlife as well as acting as a buffer zone. These lots should be removed and/or moved to another location within the development or incorporated into the stacked flats.

d) Sod/Grass: The Applicant is proposing to plant sod/grass in the front yards of the development. The Town Code recommends native vegetation or water-wise exotics be replanted for all development sites. Given the significant water use required for sod/grass and given the steep slopes and small building lots for this particular development, staff recommends the Applicant follow the Hideout Municipal Code and revegetate accordingly.

e) The Applicant proposes a 15-year project timeline. Is the Council supportive of more than 10 years as previously discussed at the October 9, 2025 meeting?

f) Phasing: The Applicant has provided a phasing plan but stated they cannot commit to completion dates for the phases. Does the Council have issues or concerns regarding this phasing proposal? At a minimum, phasing must be sequential pursuant to language included in the MDA.

g) Amenities related to Phasing. Does the Council want to put in some guardrails to make sure that amenities are installed during each phase? For example, it could be required that Certificates of Occupancy can't be issued until the amenities for the Phase are completed/dedicated.

h) The Applicant's team provided an email with exhibits that detailed 7.84 acres of recreation/park space. This includes the park around the pond, the frisbee golf course, the dog park, the pickleball facility, and the plaza. This exceeds the 6.92-acre requirement per Section 10 of the HMC:

    a) *10.08.34 requires for all subdivisions: 3 acres of Public Space per one hundred (100) residential lots or units and requires that land reserved for recreation purposes shall be of a character and location suitable for use as a playground, play field, or for other recreation purposes, and shall be relatively level and dry. Subdivisions with greater than seventy-six (76) lots shall provide amenities such as a park area with seating, a ball field (soccer, base/softball, football or similar), and parking spaces.*

integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

Conditions

a) 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.

b) The Frisbee Golf Park may have to be slightly reconfigured and moved to the east to protect the wetlands area. This may impact the trail plan which shall be reviewed and approved by Town Planner for final approval. All parks/plaza must be accessible to the public.

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

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

e) 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. 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).

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

g) 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.

h) 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. Additional revisions are needed. In particular, the stacked flats, as depicted in the precedent images, must be revised and new images provided.

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

j) The proposed stairs shall be located in a 20' wide easement and adequate setbacks provided from the adjacent properties, to be determined by the Town Planner.

integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

k) 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.

Rezone Ordinance

The rezone ordinance requires reversion of the zoning if the Master Development Agreement isn't recorded by a specific date or if the Developer terminates the MDA in accordance with its terms (for any reason within 90 days of the recordation of Phase 1).

Recommendation

The Applicant is requesting a vote on the project. The Town Council should, 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.

Options for the Council:

1. Approve the Master Development Agreement and Rezone Ordinance.
2. Approve the Master Development Agreement and Rezone Ordinance with conditions.
3. If the conditions will cause the exhibits to change substantially, the Council could:

integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

a) Consider the rezone ordinance with a set amount of density and require the MDA and exhibits to be revised based on the changes within 120 days,

b) Continue the matter to address the MDA/exhibit issues.

(Approving the MDA with conditions which would change the exceptions/exhibits is not legally recommended – the exceptions are considered land use regulations under Utah law and need to be specific relative to exceptions from the HMC.)

4. Deny the Master Development Agreement and Rezone Ordinance.

integrated planning & design • po box 681127 park city ut 84068 • 609.335.2850 • thomas@inplandesign.com

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
Rev. Oct 24, 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. Since the initial review there have been several discussions between the applicant and Town staff. In response the following revised Engineering Staff Report is submitted:

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.

   The grade for the maintenance access road has been changed to 15%. The applicant will work with WFD regarding the 12% grade for the secondary access road.

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.

   Exhibit S has been incorporated into the MDA by legal counsel. This is acceptable to engineering with the understanding that the MDA may need to be amended as the project moves to final design. Language to this effect has been added to the MDA.

3. Item n., EXCEPTIONS, WAIVERS, VARIANCES, 4-foot walkway does not meet Town Standards for Trails or Sidewalks. Minimum sidewalk width is 5 feet.

   The applicant has agreed to provide a 5-foot walkway along public roads.

4. Item o., EXCEPTIONS, WAIVERS, VARIANCES, stairs are not shown on Exhibit H.

   The stairs have been added to 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.

   The applicant has addressed the issue.

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.

   The council should understand that the scope of work estimated to be $58,000 is only for preliminary design and not for final design and construction drawings.

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.

   The applicant has agreed to this change and will make appropriate revisions to the documents and exhibits. The applicant will continue to work with UDOT and the Town to provide a safe access to the development.

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.

   The applicant has agreed to this change and will make appropriate revisions to the documents and exhibits.

EXHIBITS

9. Exhibits, drawing title blocks should indicate drawings are PRELIMINARY and not CONCEPTUAL.

The applicant indicated via email that the term PRELIMINARY is preferred and would make the necessary changes in the exhibits.

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.

    The applicant has not provided the finalized slope map stamped by a Professional Engineer. This should be a condition of approval.

11. Exhibit H, Stairs not shown. 12% Secondary Access Road requires WFD approval. Grade for Maintenance Access Road shall be no more than 15%.

    These issues have been addressed by the applicant.

12. Exhibit M, The proposal does not meet current Hideout Trail Standards. The exhibit should be considered as conceptual and a binding document.

    This item has not been addressed.

ADDITIONAL ITEMS

13. HMC Section 10.08.28.C.2 states, "A wetland and stream corridor delineation shall be performed by a qualified professional that has demonstrated experience necessary to conduct site analysis using federally approved methods for wetland delineation and ordinary highwater mark identification. The qualified professional shall be approved by the Town Engineer." I have seen no wetland delineation analysis.

    The applicant has agreed to provide a wetland delineation analysis.

14. HMC 10.08.28.E requires that a 5% Sensitive Lands Impact Bond be collected for any work conducted in a sensitive lands area. The bond should be collected before any work is done in Sensitive Lands and defined in the Town Code.

Respectfully,
HANSEN, ALLEN & LUCE, INC.



Dennis Pay, P.E.
Town Engineer

Elkhorn Project Summary and Timeline

Date:

7/18/2024: Planning Commission

Proposed Benefit: Proposed a new subdivision "Elk Horn Springs," of 164 units (61 townhomes, 54 single family, 11 cabins, 38 estate lots, 15k - 20k square feet of commercial space.

Variances/Exceptions/Waivers: N/A

Comments by PC: Requested Brockbank to revise the concept plan to relocate the fitness center closer to the commercial area, and provide drawings for an amphitheater space.

Change Summary: N/A (first proposal)

8/15/2024: Planning Commission

Proposed Benefit: N/A

Variances/Exceptions/Waivers: N/A

Comments by PC: Request to move Elk Horn discussion to September 4, 2024

Change Summary: Applicant wasn’t ready

9/4/2024: Planning Commission

Proposed Benefit: Revised to locate the Townhome units near the commercial area/community rec center; roads to be turned over to the Town

Variances/Exceptions/Waivers: Town code prohibits a steep slope/significant grade change on sensitive lands UNLESS a variance is approved; request the ability for nightly rentals in zoning districts that currently don't allow for it.

Comments by PC: Requesting options to preserve/not destroy the hilltop. Prioritizing a restaurant or coffee shop for the commercial area. Davenport (attny for Brockbank) said it was risky to have a 125 home HOA open a facility for non-HOA members. Town engineer wanted a more detailed review from Brockbank for storm water management.

Change Summary: Updated plan layout, requested new zoning designations

9/11/2024: Town Council

Proposed Benefit: Proposed 3 new pickleball courts for the use of all Hideout residents; proposed building a town-operated clubhouse

Variances/Exceptions/Waivers: N/A

Comments by TC: Questions about the stability of the hill if it were altered for the development; desire to create a cohesive trail system; some doubt about the feasibility of the commercial spaces

Change Summary: Scheduling a site visit, more discussion of project amenities and plans.

10/11/2024 – Site Visit

11/21/2024: Planning Commission

Proposed Benefit: Potential 17 acres to be given to the town for a public community clubhouse

Variances/Exceptions/Waivers: N/A

Comments by PC: Reinforced the desire to preserve the hilltop as much as possible. Suggested staggered lots.

Change Summary: Design plan limited retaining walls to 4 feet; Brockbank said he would come back with updated plans

1/16/2025: Planning Commission

Proposed Benefit: Brockbank agreed to:

1) contribute a second town sign at the southeastern town line on SR-248;

2) have the community's HOA take on responsibility for road maintenance; and

3) consider whether his team could build the commercial space for the town.

Variances/Exceptions/Waivers: Potential approval of the nightly rentals for that development

Comments by PC:

- Preference not to include a pool as part of the clubhouse;
- Negotiations of easements with Mustang Development and UDOT regarding new SR-248 lanes. Gordon Miner said he would have more specific comments when he reviewed the proper subdivision application.

Change Summary: Updated plan layout: 115 acres currently zoned mountain, Brockbank would like to rezone for residential and commercial; includes 211 residential units (72 townhomes and 139 single family townhomes) and 3 lots for Neighborhood Commercial Development.

2/13/2025: Town Council

Proposed Benefit: Debating whether roads should be run by Town or HOA

Variances/Exceptions/Waivers: N/A

Comments by TC: Regardless of public or private roads, they need to meet Town standards for construction; potential maintenance issues if HOA is given control; suggested private communities provide Town and emergency services with access codes or keys.

Change Summary: N/A: Planned to continue discussing road liabilities at a future date

2/18/2025: Planning Commission

Proposed Benefit: All roads except the collector road to Golden Eagle would be private, but would follow prior town guidelines.

Variances/Exceptions/Waivers: Approval of the concept plan conditional on the private roads being compliant with fire district code and engineering review.

Comments by PC: Discussed areas of open space and sensitive lands

Change Summary: Special meeting scheduled for March 4, 2025. Successful motion to approve the updated concept plan with the conditions suggested by Town Planner and Town Engineer.

3/4/2025: Planning Commission

Proposed Benefit: Potential request for developer to develop the commercial acreage to be deeded to Town, a new town sign on SR-248.

Variances/Exceptions/Waivers: Nightly rentals, retaining wall heights, development on slopes greater than 30%, and sensitive lands impacts where grade may change more than 5 feet.

Comments by PC:

- Town Staff were working with Brockbank on the MDA, but several aspects of the developer's obligations regarding community impact mitigation and other amenities needed to be addressed;

- Requested a hard deadline for the completion of the commercial development instead of leaving it in phases.

Change Summary: Continuing matters on March 20, 2025 PC meeting.

4/17/2025: Planning Commission

Proposed Benefit: N/A

Variances/Exceptions/Waivers: N/A

Comments by PC: Postponed

Change Summary: Discussion and recommendations for the amendment of the Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, and 00-0020-8184 postponed until May 15, 2025 meeting. Discussion and recommendations for the Master Development Agreement (MDA) also postponed to May 15.

5/29/2025: Planning Commission

Proposed Benefit:

- Contribution of lands to Town for amenities, open space and commercial development;
- Construction of a 2k - 3k square foot community center;
- A new town sign at the eastern line, payment of the engineering survey for the Spine Trail project;
- A donation of $200k towards the construction of the Spine Trail;
- Donation of 0.033% of the sales price of each home sold to the town;
- Brockbank agreed to maintain the community center for the first year.

Variances/Exceptions/Waivers:

- The planned cut and fill locations exceeded the five feet maximum limit and 10% maximum slope for streets;
- Certain proposed building areas exceeded the Town's 30% maximum slopes regarding structures, roads, retaining walls, and setbacks;
- Brockbank requested approval for short-term rentals for all units

Comments by PC: Potential negative impacts from the cut and fill areas on drainage and wildlife corridors; would the 30% open space requirements be met?

Change Summary: Re-zone application requested several new zoning designations; clarification the current density requested was for 212 units. Hearing items continued the discussion at a later date.

6/26/2025: Planning Commission

Proposed Benefit: N/A

Variances/Exceptions/Waivers: N/A

Comments by PC: Postponed

Change Summary: All matters regarding the Elkhorn Springs development moved to July 17, 2025 meeting.

7/17/2025: Planning Commission

Proposed Benefit:

- Previously proposed amenities and community center were replaced with a cash contribution to Town from developer;
- Initial $1.5 million payment, second $1.5 million payment and approximately $1.7 million in payments based on closing prices for a total of $4.7 million.

Variances/Exceptions/Waivers: Sensitive lands, excess 30% slopes, cut and fill areas exceeding twenty feet, retaining walls greater than ten feet, short-term rentals, and lot size and setbacks on certain units.

Comments by PC:

- Discussed the pros and cons of public/private streets and their dimensions;
- Concerns over previous negotiations over amenities had been removed;
- Discussion over terms of the commercial development pad and the available discretion by the developer;
- PC needs to tie the monetary contributions back to a community benefit;
- PC has a state mandated responsibility to provide a recommendation to the Town Council.

Change Summary:

- Limited short-term rentals to the zoned areas containing the stacked flats and town homes, but not the single-family homes;
- Maximum amount of fees contributed to the town from sales would be 0.40%;

- For the commercial site, it was determined a five-year time limit for the developer to develop the site would be suggested; was also suggested the MDA include the types of approved retail tenants that would be acceptable.
- PC makes positive recommendation to TC with conditions:
    - 1). The survey and design for the spine trail and the town entrance sign would be included as contributions from the Applicant;
    - 2) the funds derived from the Community Impact Mitigation fees be utilized for a community center, relocation of the Public Works Building and/or creation of commercial development elsewhere in the Town;
    - 3) Nightly Rentals be limited to the Neighborhood Mixed Use and Residential 20 zones of the development;
    - 4) the developer will have five years to develop the commercial area otherwise that property will revert ownership to the Town, and the developer will have a Conditional Use Permit for the approved types of neighborhood mixed used retail businesses to be detailed in the MDA;
    - 5) the payment schedule in the MDA will be corrected to list $1.5 million for each of the two payments;
    - 6) the Town Council consider the potential risks of private roads; and
    - 7) other red-lined items from the draft MDA will be finalized with the Applicant.

8/14/2025: Town Council

Proposed Benefit:

- Indoor pickleball facility;
- Commercial site IF the developer does not develop within a 5 year period;
- Developer will pay Town for survey and design work for the Spine Trail;
- Developer will pay for an entry sign on the south end of Town;
- Developer will install all proposed trails, associated stairways, etc. to the Town's standards.

Variances/Exceptions/Waivers:

- Nightly rentals only in NMU and R20;
- Retaining walls as illustrated in Exhibit E;
- Sensitive Lands: Description and map where slopes greater than 30% are disturbed and how much they exceed 30% in Exhibit F;
- Sensitive Lands: Description and map of where contours will be changed by more than 5'0" and how much they exceed 5' in Exhibit G;

- Roads greater than 10% grade and how much they exceed 10% / there is a secondary access road with a 15% grade and a maintenance access road with an 18% grade (Exhibit H);
- No backyard setbacks on Lots 425 and 426 and 5-foot side yard setbacks on Lots 401 through 406 and Lots 421 through 429 (Exhibits I-1 and I-2)

Comments by TC: Requires more updates

Change Summary: Potentially update documents, exhibits, and plans according to code and engineering review(s); confirm changes from mayor re: updated trail surface specs

Summary Timeline and Amenities (Prepared 10/23/2025 by Town Attorney Polly McLean) (DRAFT)

Document	Action	Date	Notes
Rezone Ordinance	DA must be executed	December 15, 2025	Otherwise, zoning will revert
Rezone Ordinance	DA not terminated	Within 90 days of Phase 1 Plat	Otherwise, zoning will revert
DA (1.11.1.1)	Completion of Project	December 31, 2040 with the ability to extend to 2042	
Phasing			
1	26 residential (14 SF, 12 Townhomes) and 1 commercial = 26 residential units	26 units (plus 1 commercial)	
$1.5M payment	1st Payment	90 days after recordation of Phase 1. No later than July 31, 2027	
$58,000	For Spine Trail design and survey	120 days after recordation of Phase 1.	
Monument Sign		Earlier of (1) one year after the Developers First $1,500,000 Cash Payment is made or (2) 90 days after the final subdivision plat for Phase 2a or (3) December 31, 2027.	Must be built within 90 days of receiving UDOT permit
Commercial Lot and parking	Minimum 18 stall Parking must be built	with Phase 1. Deeded to town if not built by 5 years from date of DA (approx. December 2030)	If a minimum 1500 sf commercial building not built, lot deeded to Town 5 years from date of DA (2030)
2A	?? 21 SF, 32 TH, 24 stacked flats= 72 residential	98 units	The entitlement for property as a right with 114 and the

			topography is approximately 70- 80 units
$1.5 M payment	2d Payment	Earliest of (i) 3 years from first payment; (ii) 90 days from recordation of Phase 2A or (iii) July 31, 2029	
Pickleball Building and Parking		Must be built and dedicated to the Town by December 31, 2029	
Mayor Park	Dedicated to HOA with Phase 2A plat		
2B	5 SF (update 2A)	103 units	
2C	Improve GE secondary access road (may be done with Phase 1)		
3	11 SF	114 units	
4	29 SF	143 units	
Dog Park	Dedicated to HOA with Phase 4 plat		
Frisbee Golf	Dedicated to HOA with Phase 4 plat		
Trails by Open Space area (exhibit M)			
5	24 SF, 21 TH = 45	188 units	
Secondary access road required			
6	22 SF (includes existing house)	210 units	
Pond Park	Dedicated to HOA with Phase 4 plat		
Trails by Pond (exhibit N)			
7	11 SF	221 units	
8	9 SF	230 units	

Walkways	5’ Gravel Decomposed Granite (DG) Walkways on all public and private roads	Built with roads for each phase	
Stairs			
plaza	??		
Closing Payment	0.4% of net value	On going as homes sold for the first time (from developer)	

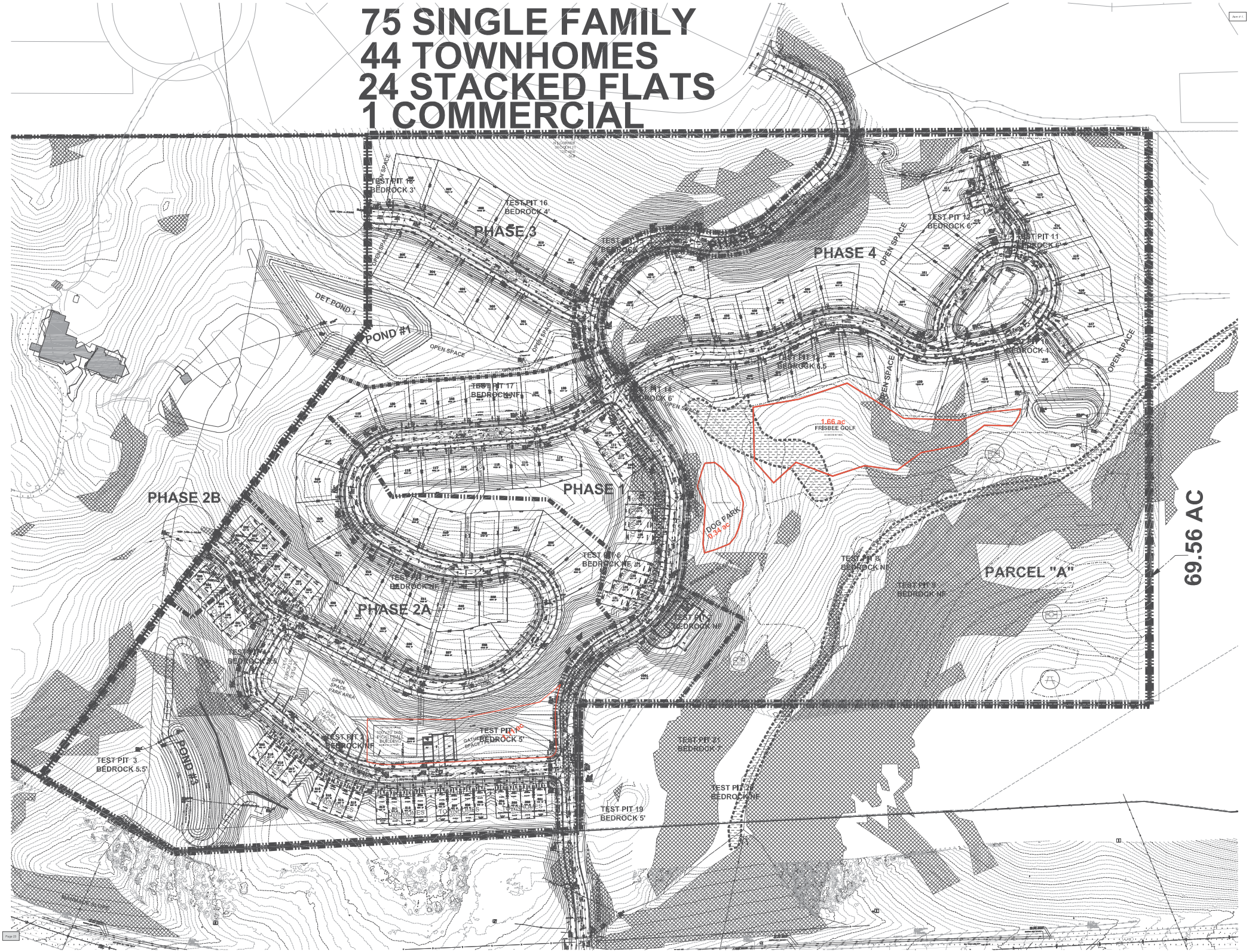
Overview of Exceptions requested for Elkhorn Springs

Note : Every lot is requesting at least one exception.

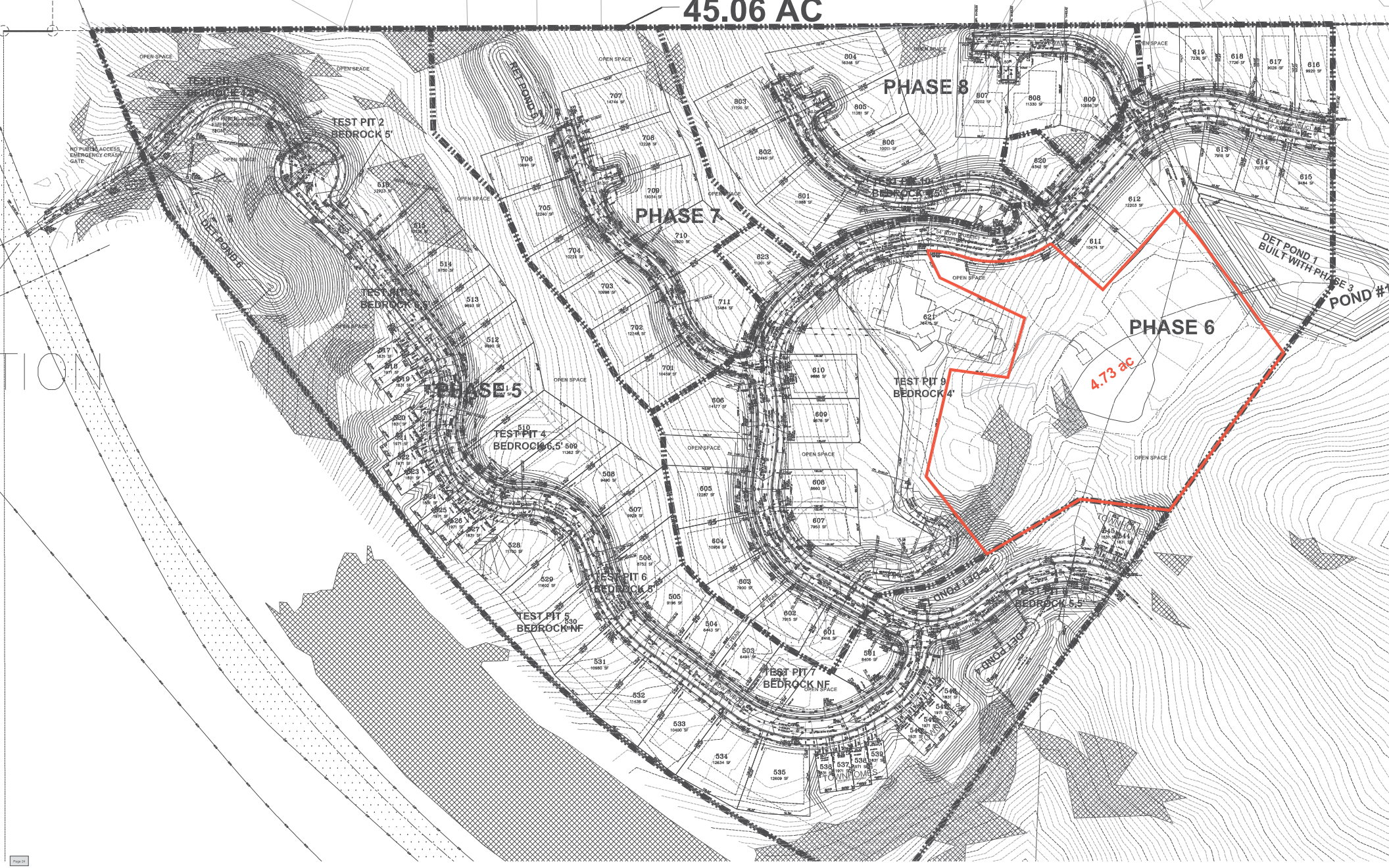
Zone	Type of exception	General amount of exception	Note
R20	65 townhomes in 18 buildings (2,3 and 4-plex)		
	Rear Set Back	20’ requested (40%) 50’ required	ALL
	Side Set back	Exterior 10’ requested (20%) 50’ required	18 buildings
	Lot Width	28’ requested (11%) 250’ required	ALL
R6			
	Lot Width	65’ requested (33%) 200’ required	ALL
	Rear Setback	8’ requested 20’ required	Near to pond (2 lots)
	Rear Setback	5’ and 10’ requested 20’ required, plus 100’ if wetlands	Possible wetland property
NMU			
Stacked flat	Rear Set Back	20’ requested, 30’ required (66%)	
	Side Set back	20’ requested, 30’ required (66%)	
Commercial	Rear Set Back	20’ requested, 30’ required (66%)	
	Side Set back	20’ requested, 30’ required (66%)	
Lots/Sensitive Lands	Cut and Fill up to 22’ (4 lots)	Fill up to 22’, Code requires up to 5’	Total 44 lots (19% of 230)
Lots/Sensitive Lands	Cut and Fill up to 20’ (6 lots)	Cuts up to 20’, Code requires less than 5’	
Lots/Sensitive Lands	Cut and Fill up to 17’ (8 lots)	Fill up to 17’, Code requires up to 5’	

Lots/Sensitive Lands	Cut and Fill up to 16' (7 lots)	Cuts up to 16', Code requires less than 5'	
Lots/Sensitive Lands	Cut and Fill up to 15' (4 lots)	Cuts up to 15', Code requires less than 5'	
Lots/Sensitive Lands	Cut and Fill up to 9' (10 lots)	Fill up to 9', Code requires up to 5'	
Lots/Sensitive Lands	Cut and Fill up to 8' (5 lots)	Fill up to 8', Code requires up to 5'	
Lots/ Sensitive Lands	Lot plus 30%, building envelope outside (9 Lots)		
Lots/ sensitive Lands	On manmade 30% slopes (12 lots)		
Lots / Sensitive Lands	Driveway cuts 30% slope (2 lots, 1 has 100' length)		
Overall project	Sensitive Lands/ slopes in excess of 30%	19% of the slopes over 30% will be disturbed requirement is 0.	
Overall Project	Sensitive Lands/Cut and Fill	16.2% of the total Project's 114.6 acres or 34.3% of the 54.5 acres that make up Phases 1-8 excluding open space areas	
Roads	Cut and Fill	2:1, requirement is 3:1	
Roads	On slopes greater than 30%	Ponds, Road 2a, spine road, road 202 B and 205 B	
Overall project	Retaining Walls	9 walls (ranging from 7'-12'), requirement is 6'	
UDOT setback			

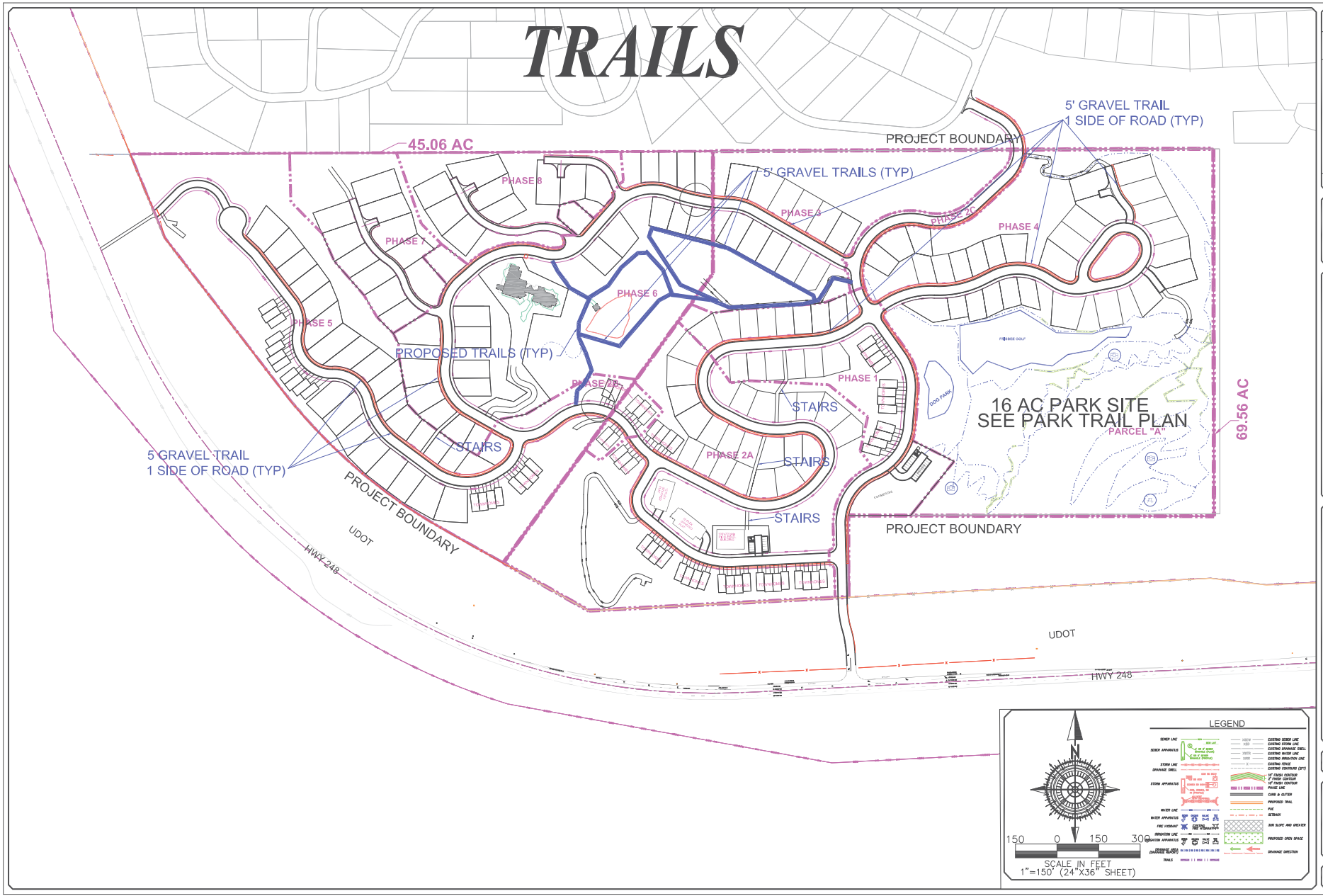
75 SINGLE FAMILY
44 TOWNHOMES
24 STACKED FLATS
1 COMMERCIAL



66 SINGLE FAMILY
21 TOWNHOMES



TRAILS



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 551005 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

10-24-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. TRAILS

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

October 24, 2025

Attn: Dennis Pay
Hideout Town Engineering
10860 No Hideout Trail
Hideout, Utah 84036

Re: 3:1 vs 2:1 slope writeup

Dennis,

We would like to build the roads on the elk Horn project with a side slope of 2:1 to daylight. The city code is 3:1. The industry standard that most cities follow is the 2:1 including UDOT, unless there are bad or unusual soil characteristics. Most cities also refer the geotec reports (which usually is a 2:1 slope, unless solid rock is encountered. Then they may go up to a 0.5:1). On a 2:1 soil slope, you can establish vegetation. On a 3:1 slope you can mow grass. I have engineered probably between 10-20 thousand miles of road over my career. Most of those slopes have been great (a few issues like unknown water springs etc. But even those have been easily remedied). These groups do the 2:1 slope or steeper for 2 reasons. 1) They want to move as little dirt as possible, and still be stable. 2) they want to protect as much existing vegetation as possible. The steeper the slope, the less the impact to existing vegetation. On this site I believe if would be possible to have slopes that are in rock at a 0.5:1 slope (for cut slopes only). My recommendation would be to follow the geotec advise on the steepness of the slopes for stability. The fill slopes would always be a 2:1 or flatter. Steeper slopes preserve vegetation; flatter slopes blend in better.

Call me if any question at 801-694-5848

Thanks
Paul Watson P.E.
Gateway Consulting, Inc

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 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. Density: 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 (approximately 51,416 square foot) retail/commercial lot and (1) one building thereon, (the size of which retail/commercial building shall be a minimum of 1,500 square feet and which retail/commercial building shall be coordinated with the Town Planner in compliance with the HMC and the Design Guidelines), (2) a parking lot thereon, with a minimum of 18 parking stalls which shall serve the dog park and the frisbee golf park as well as the commercial building (the current size of which is 98 feet by 72 feet, but which size may need to be adjusted depending on any building constructed on the retail/commercial lot), which is identified as Lot 1001 in Exhibits hereto), (3) and one (1) indoor pickleball court facility and lot (2 ERUs), which pickleball court facility lot location is demonstrated in is identified as Lot 1002 in other Exhibits hereto and includes the pickleball court parking lot) which are set forth immediately below in Subsection 1.2.1 and 1.3.

1.2.1 Conditions related to maximum density: 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 (approximately 51,416 square foot lot), with (1) a retail/commercial building, (the size of which building (shall be at a minimum 1,500 square feet) and (2) a parking lot with a minimum of 18 stalls. 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

1.2.2 Condition related to commercial lot. 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, along with 1 water ERU .

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 (approximately 51,416 square foot 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, (the size of which is 98 feet by 72 feet, but which size may need to be adjusted depending on any building constructed thereon)	ERUs are dependent on size (.75 ERU allows 2,000 SF of commercial space); 1 ERU to Town of Hideout if commercial/retail lot not constructed
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.

1.4 EXCEPTIONS

Hideout acknowledges that in approving this development it is granting certain exceptions to the HMC, including the following below, (see chart attached hereto as **Exhibit S** as to the subject exceptions, if there are any discrepancies between the exhibit and this MDA, the MDA shall control):

a. **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) retaining walls reach up to, at certain point(s),12-foot vertically, as illustrated in **Exhibit E** and are more particularly identified and described in the chart in **Exhibit S** (and below).

2. Five (5) retaining walls reach up to, at certain point(s), 10 feet vertically, and one (1) retaining wall reaches up to, at certain point(s), 7 feet vertically as illustrated in **Exhibit E** and are more particularly identified and described in the chart in **Exhibit S (**and below).

RETAINING WALL EXCEPTIONS					
	Max Code Allowed (5ft)				
Wall #	**Wall Height (ft)**	**Wall Length (ft)**	**Location**	**Notes**	
1	2' to 10' to 2'	240	outlet to UDOT west of unit 516	south side of road	
2	2' to 12' to 2'	260	along UDOT units 520-527	along UDOT row	
3	2' to 7' to 2'	120	east of lot 801	south side of shared driveway	
4	2' to 10' to 2'	330	east of lot 801		
5	2' to 10' to 2'	290	north of existing house		
6	2' to 10' to 2'	183	new access to ex house		

7	2' to 12' to 2’	210	behind unit 220		
8	2' to 12’ to 2'	110	behind units 217-220		
9	2' to 10' to 2’	289	behind units 217-220		

b. **Sensitive Lands – (slopes in excess of thirty (30) percent).** HMC Section 10.08.28 requires that no development shall be allowed on slopes in excess of thirty (30) percent. The amount of square feet over 30% located within Phases 1 - 8 (excluding Park areas) is 6.58 acres and of that 1.25 acres will be disturbed.(19%) ;

c. **Cut and Fill Roads**- HMC Section 10.08.28 requires: cut and fill slopes for roads to be 3:1. The cut and fill slopes for roads are 2:1, which is illustrated on **Exhibit G** and are more particularly identified and described in the chart in **Exhibit S** (and below).

d. **No Disturbance Areas**. Areas shown on **Exhibit K** are designated **Non-Disturbance Areas**. Except for trails and parks which will allow for trails, within these areas, no cut, fill, excavation, trenching, clearing, grubbing, or vegetation removal is permitted; and native soils and vegetation shall remain intact.

e. Slopes above 30%. 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** (and below).

SLOPE EXCEPTION		
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 grading road 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 SLOPES		
Town code 3:1		
Proposed 2:1		

f. Sensitive Lands/Cut and Fill – 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. The percentage of such area, (where contours will be changed by more than 5'), is 16.2% of the total Project's 114.6 acres or 34.3% of the 54.5 acres that make up Phases 1-8 excluding open space areas. 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** (and below).

	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	Fill is 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'-

g. **Roads greater than 10% grade**. Hideout Town Engineering Standards require maximum grade of 10%. There is a secondary access road with a maximum 12% grade if approved by the Wasatch Fire District (if not approved must be 10%) and a maintenance access road with a maximum 15% grade, as illustrated in yellow in **Exhibit H.**

Commented [PM1]: Exhibits must show these grades for roads. The 12% is only permitted if WFD approves.

h. . **Setbacks**

1) **R-20 zone** dimensional standards. HMC 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.". There are 65 townhomes proposed in the R-20 zone in

18 buildings. These setbacks and dimensions are shown on **Exhibits I1** and **I2** and are more particularly identified and described in the chart in **Exhibit S** (and below). (For HMC comparison, see Section 12.14.06 of HMC.)

	SETBACK EXCEPTIONS							min lot with
	FRONT SETBACKS (Gas behind curb, power and phone in PUE)							R6 Code=200' min lot width
	FRONT YARD SETBACK EXCEPTIONS							R20 Code=250' min lot width
							UDOT 50' setback exception	NMU Code=100' min lot width
	Lot #	**Type**	**Proposed Zone (existing code setbacks)**	**Proposed Side Setback**	**Proposed Rear Setback**	**4' front lot stagger exception**	UDOT **Exception in Feet**	**Exceptio n Needed**
	101	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	102	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	103	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	104	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	105	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	106	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	107	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	108	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	109	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	110	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	111	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	112	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	201	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	202	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	203	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	204	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	205	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	206	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	207	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	208	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	209	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	210	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	211	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
	212	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
	213	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	214	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	215	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	216	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
	217	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10'	20			YES

				EXT					
	218	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	219	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	220	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	221	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	222	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	223	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	225	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	226	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	227	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	228	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	229	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	230	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	231	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	232	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	517	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	518	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	519	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	520	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	521	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
	522	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		29	YES	
	523	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		31	YES	
	524	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		34	YES	
	525	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		32	YES	
	526	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		22	YES	
	527	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		9	YES	
	536	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20	YES		YES	
	537	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	538	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	539	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	540	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	541	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	542	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	543	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	544	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20	YES		YES	
	545	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	

2. 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** (and below). (For HMC comparison, see Sections 10.08.10, 12.08, and 12.14.06 of HMC Code.)

	SETBACK EXCEPTIONS							min lot with	
	FRONT SETBACKS (Gas behind curb, power and phone in PUE)							R6 Code=200' min lot width	
	FRONT YARD SETBACK EXCEPTIONS							R20 Code=250' min lot width	
							UDOT 50' setback exception	NMU Code=100' min lot width	
	Lot #	**Type**	**Proposed Zone (existing code setbacks)**	**Proposed Side Setback**	**Proposed Rear Setback**	**4' front lot stagger exception**	UDOT **Exception in Feet**	**Exceptio n Needed**	
	113	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	114	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	115	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	116	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	117	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	118	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	119	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	120	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	121	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	122	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	123	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	124	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	125	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	126	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	233	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	234	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	235	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	236	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	237	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	238	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	239	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	240	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	241	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	242	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	243	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	244	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	245	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	246	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	

	247	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	248	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	249	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	250	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	251	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	252	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	253	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	301	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	302	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	303	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	304	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	305	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	306	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	307	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	308	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	309	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	310	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	311	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	401	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	402	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	403	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	404	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	405	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	406	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	407	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	408	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	409	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	410	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	411	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	412	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	413	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	414	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	415	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	416	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	417	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	418	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	419	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	420	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE	10				YES	

			conditional')						
	421	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	422	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	423	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	424	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	425	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	5			YES	
	426	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	10			YES	
	427	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	428	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	429	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	501	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	502	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	503	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	504	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	505	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	506	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	507	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	508	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	509	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	510	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	511	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	512	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	513	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	514	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	515	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	516	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	528	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	529	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	530	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			17	YES	
	531	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			27	YES	
	532	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			25	YES	
	533	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			26	YES	
	534	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			20	YES	
	535	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			16	YES	
	601	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	602	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	603	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	604	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	

	605	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	606	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	607	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	608	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	609	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	610	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	611	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	8			YES	
	612	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	8			YES	
	613	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	614	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	615	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	616	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	617	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	618	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	619	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	620	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	701	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	702	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	703	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	704	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	705	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	706	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	707	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	708	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	709	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	710	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	711	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	801	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	802	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	803	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	804	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	805	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	806	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	807	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	808	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	809	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	

h. 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** (and below). (For HMC comparison, see Sections 10.08.10, 12.08, and 12.14.06 of HMC.)

	SETBACK EXCEPTIONS							min lot with	
	FRONT SETBACKS (Gas behind curb, power and phone in PUE)							R6 Code=200' min lot width	
	FRONT YARD SETBACK EXCEPTIONS							R20 Code=250' min lot width	
							UDOT 50' setback exception	NMU Code=100' min lot width	
	Lot #	**Type**	**Proposed Zone (existing code setbacks)**	**Proposed Side Setback**	**Proposed Rear Setback**	**4' front lot stagger exception**	UDOT **Exception in Feet**	**Exceptio n Needed**	
	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				
	COMMERCIA L 1	COMMERCIA L	NMU (FRONT 0-10', REAR 30', SIDE 30')	20	20				

i. 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 native buffer, then the 5 foot trail, then a 3 native foot buffer, and then a 5 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 5 foot PUE**.** On the other side of the street: there will be a 11 foot native buffer, (which will include snow storage), and then a 5 foot PUE; and the gas line will be placed behind the curb and gutter in the 11 foot buffer, and the power and other dry utilities will be placed in the 5 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.)

k. While no exception 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** (and below). (For HMC comparison, see Section 10.8.12 of the HMC Code.)

l. The HMC Code 10.08.28 (c)(1) requires that No development or use shall be permitted that will disturb, remove, fill, drain, dredge, clear, destroy, or alter any area, including vegetation, within stream or river corridors, **wetlands, or their respective setbacks** unless the proposed development and (c)(3) minimum setback from wetlands is 100 feet. Instead of the required 100' setback from the wetlands and the additional 25' rear setback for building, 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 rear lot lines for these two lots are 0 feet from what may be wetlands.

m. 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** (and below). (For HMC comparison, see Section 10.08.30 of the HMC Code.)

SETBACK EXCEPTIONS							min lot with	
FRONT SETBACKS (Gas behind curb, power and phone in PUE)							R6 Code=200' min lot wid	
FRONT YARD SETBACK EXCEPTIONS							R20 Code=250' min lot wi	
						UDOT 50' setback exception	NMU Code=100' min lot w	
Lot #	**Type**	**Proposed Zone (existing code setbacks)**	**Proposed Side Setback**	**Proposed Rear Setback**	**4' front lot stagger exception**	UDOT **Exception in Feet**	**Exceptio n Needed**	
201	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
202	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
203	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
204	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
205	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
206	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
207	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
208	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
209	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
210	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
211	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES	
212	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
521	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
522	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		29	YES	
523	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		31	YES	
524	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		34	YES	
525	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		32	YES	
526	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		22	YES	
527	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		9	YES	
530	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			17	YES	
531	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE	10			27	YES	

Commented [PM2]: Their attorney had alternative language if the Council would not allow such exceptions to our code while not withdrawing their request.

Commented [PM3]: Developer shall have conducted the wetland and stream delineation (by a qualified professional approved by the Town Engineer) referenced in Section 10.08.28.C.2, and the development of Lots 425 and 426 will be subject to such delineation (other than the based upon the variances herein given).

(Town clarification) If these lots are within the wetland setback, they will not be developed.

Commented [PM4]: Developer would like the Council to make an exception to our Wetland regulations and allow a house to be built 5 feet from the wetland instead of 125 feet (100 plus 25) required by our code.

Commented [PM5R4]: Staff does not recommend granting this exception.

			conditional')						
	532	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			25	YES	
	533	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			26	YES	
	534	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			20	YES	
	535	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			16	YES	

n. 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.

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

p. 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**.

q. 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**.

Commented [PM6]: I don't see stairs shown in this exhibit.

r. Pond #5. While no exception 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.

s. Sod/Grass. HMC 10.08.36 requires (C) **Plant Materials.** Plant shall be well-suited to the soil and climate conditions at the project site. Native plant materials are encouraged. 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. All water requirements shall be met for all landscaping.

t. R3 zone dimensional standards for existing residential house. Lot 621 has an existing house and related improvements located on the Lot. The HMC Code Section 12.10.06 indicates that the maximum lot coverage is 8,712 square feet; the lot coverage of the existing house is approximately 14,348 square feet. The HMC Code Section 12.10.06 indicates a maximum height of 35 feet; the height of the existing house is approximately 46 feet. This existing house is an existing, noncomplying structure pursuant to HMC Chapter 12.28. To the extent an exception is needed to allow for Lot 621, the existing house thereon and related improvements thereon, (including for the house lot coverage and height), such exception(s) are hereby granted. (Note, the HMC Code Section 12.10.06: minimum front setback is 25 feet, and the existing house front setbacks is 26 feet; minimum side setbacks are 20 feet, and the existing house side setbacks are 20 feet; minimum rear setback is 20 feet, and the existing house rear setback is 20 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** (and below). (For HMC comparison, see Sections 12.10.06, 12.28 and 12.28.10 of HMC Code.)

u. The parties will work together in good faith as to any issues that may arise (as the Project proceeds) relating to the exceptions set forth herein.

v. Exhibit S also shows the exceptions requested however, if there are any discrepancies between the Exhibit and this MDA, the MDA shall control

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**: Developer shall be required to provide water at a level of service of 0.45 ac-ft per ERU and 3.0 ac-ft per irrigated acre for all phases of the project Developer has indicated that they have secured 121.26 acre-feet of water (The existing house is not required to bring water), The Applicant shall provide the necessary water for the commercial/retail building, if Applicant constructs the commercial/retail building, (which may or may not be built by the Applicant); in any event, the Applicant shall provide at least one (1) ERU for the commercial/retail lot. 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.

1.5 **Proposed Plan**. The Proposed Plan (**Exhibit B**) is hereby incorporated by reference. Except as otherwise set forth herein, the Proposed Plan, in and of itself, 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 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. As referenced in Section

1.14 below, the Design Review Committee shall be responsible for the review of all residential and commercial development on site.

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 Non-Disturbed Land. 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 Timeline The completion of this project is set forth in Section 3.1.1 which shall end no later than December 31, 2042

1.11.1.2 Phasing Plan

Attached hereto as **Exhibit L** is the Phasing Plan Map and Table Summary. Any changes to the Phasing Plan must be approved by the Town Council; and the Phasing sequence must be followed, unless a change to the Phasing sequence is approved by the Town Council. No construction of infrastructure or dwelling units in any phase may commence until the preceding, properly sequenced phase is substantially complete, as determined by the Town Planner and Town Engineer. The Project shall be constructed in phases in accordance with the Phasing Plan and in accordance with the HMC. 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.

Commented [PM7]: Developer would like this to be removed.

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).

PUT PHASING PLAN SUMMARY HERE.

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 Exhibit B and the Phase Plan in Exhibit L (and/or other Exhibits hereto). The Parks shall be built with the Phase it is included within (i.e. the Dog Park and Frisbee Golf Park will be built with Phase 4, the Plaza will be built with Phase X, the gather park with be built with Phase 2A, and the pocket park/pond park will be built with Phase 6. 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

Commented [PM8]: These need to be renamed to match the exhibits - gather park = mayor park, pocket park= pond park, ?? Plaza??

Commented [PM9R8]: Also, list what phase each park will be done by.

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 the Phase 2A 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.

1.11.2.1 Parking Area for Dog Park and Frisbee Golf Park. Developer will construct the Parking Area in Lot 1001 as part of Phase 1 with a minimum of 18 stalls for use of the Dog Park and the Frisbee Golf Park. The Parking area may also provide parking for the commercial lot in accordance with Town Code requirements for the number of stalls.

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.

Commented [PM10]: Will HOA maintain? Will they be public?

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 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 to be 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 that Developer desires to terminate this Agreement, (which Developer may do in its sole and absolute discretion), prior to **the earlier of**: (1) the expiration of such 90 day period; or (2) July 31, 2027. If Developer gives such notice of termination 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 of termination in a timely manner, Developer shall be deemed to have waived such termination right. If Developer gives Hideout such notice of termination of this Agreement, the Town of Hideout shall revert the zoning for the Property to the Property's zoning prior to the adoption of the Rezone Amendment by the Town of Hideout. 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 Agreement, "**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 Developer's First $1,500,000 Cash Payment is made by Developer to Hideout; (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 to be dedicated to the Town of Hideout; or (3) July 31, 2029.

(c) For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall make a cash payment to the Town at the closing of the sale of each new residential home or unit (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/unit (each a "Hideout Home Closing Payment"), each of which Hideout Home Closing Payment (as to a particular closing of a new residential home (or Unit) 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/unit (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/unit (within the Property and Project) with a buyer (who will occupy the home/unit), 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/unit (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/unit (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 make a cash payment to the Town of Hideout totaling Fifty-Eight Thousand Dollars ($58,000) (the "**Spine Trial Design/Survey Payment**") within 120 days after 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 to be dedicated to the Town of Hideout or August 30, 2027, whichever is sooner. The purpose of this Spine Trail Design/Survey Payment is: (a) for the design and survey of a 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, along with 1 water ERU. 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.

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 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 built and 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, the Town of Hideout. Developer will begin construction of a monument sign on the site approved by the Town and UDOT within 90 days of receiving such UDOT building permit. The sign must be fully installed no later than December 31, 2027. Notwithstanding anything in this Agreement to the contrary, the obligation of Developer to construct the monument sign is subject to the approval thereof by UDOT.

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 to be 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 of termination in a timely manner, Developer shall be deemed to have waived such termination right. If Developer gives Hideout such notice of termination of this Agreement, the Town of Hideout shall revert the zoning for the Property to the Property's zoning prior to the adoption of the Rezone Amendment by the Town of Hideout.

Commented [PM11]: Note: this termination right is different than the termination for the payment which is tied to certain conditions. This one allows termination for any reason.

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, 2040. If Developer has not been declared to be currently in Default as of December 31, 2040 (or if any such Default is not being cured) then this Agreement shall be automatically extended until December 31, 2042.

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 for all phases of the development.

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 in conformance with Section 1.18.3, No Monetary Damages.

Commented [PM12]: Developer would like to propose language that would allow for a remedy for the cash payments if there is an issue.

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.

3.21.2.1 In the event that the Developer seeks a wavier or

reduction of impact fee, 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.

3.22 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. 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 _____)

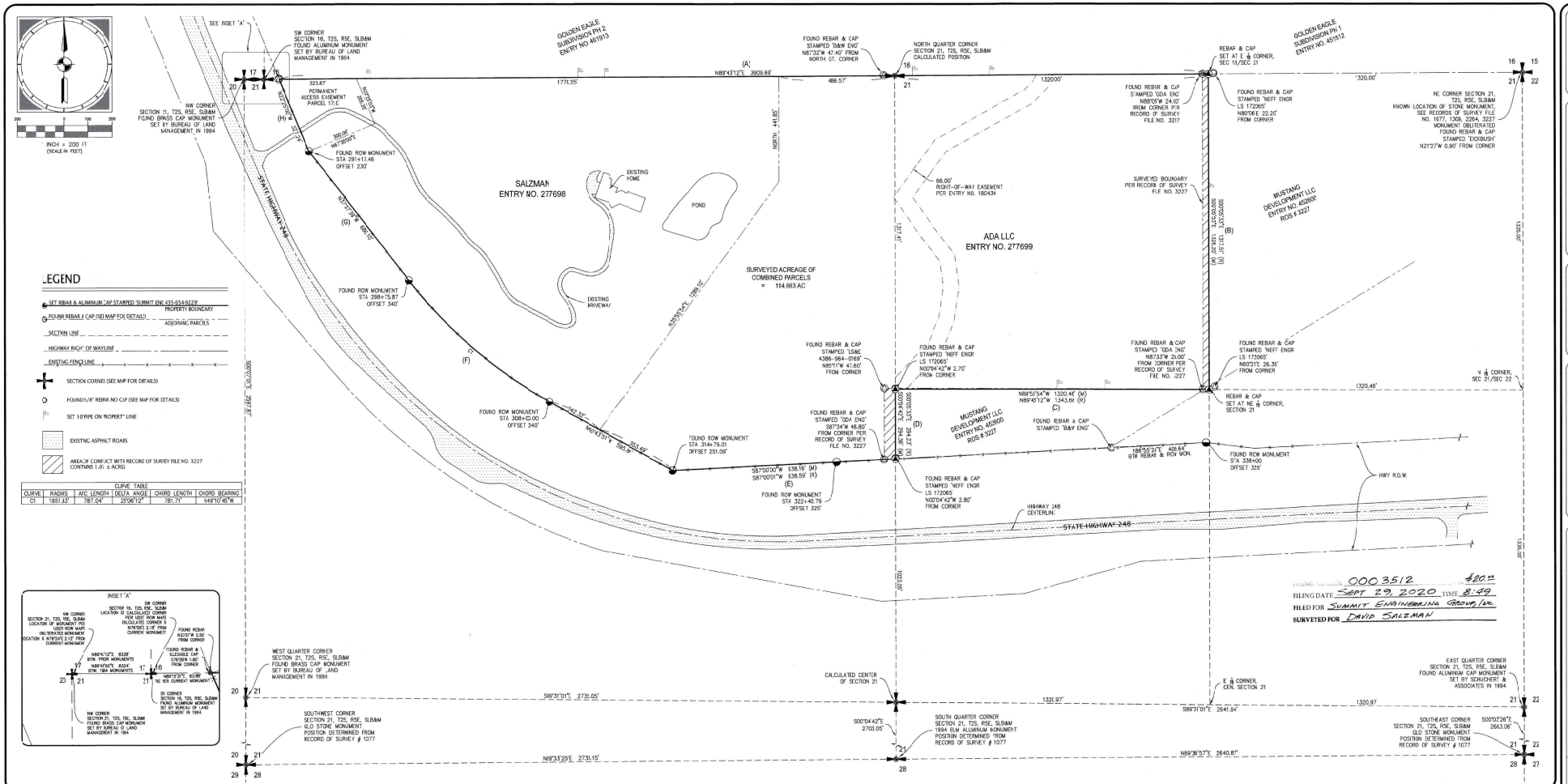
On this ____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that s/he is a member/manager of Holmes Elkhorn, LLC, a Utah limited liability company_____

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
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
Exhibit T: Bids for Spine Trail Design and Survey
Exhibit U: Water Requirements

Commented [TE13]: To be updated



FILING NUMBER 000 3512 $20.00
FILING DATE SEPT 29, 2020 TIME 8:49
FILED FOR SUMMIT ENGINEERING GROUP, LLC
SURVEYED FOR DAVID SALZMAN

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 IN 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

09/07/2020
DATE

PROFESSIONAL LAND SURVEYOR No. 11207308 KEVIN M. BALLS 09/07/2020 STATE OF UTAH
SURVEYOR'S SEAL

DEED DESCRIPTIONS

ENTRY NO. 277698

BEGINNING AT A POINT WHICH IS NORTH 89°43'12" EAST 165.04 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 O' WAY AID 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°25'54" EAST 1289.10 FEET, THENCE NORTH 41.850 FEET TO THE NORTH SECTION LINE OF SAID SECTION 21, THENCE ALONG SAID SECTION LINE SOUTH 89°43'12" WEST 2103.320 FEET TO THE POINT O' BEGINNING.

SUBJECT TO:

A PERPETUAL ACCESS EASEMENT IN FAVOR OF THE UNITED STITES OF AMERICA UPON PART OF AN ENTIRE TRACT OF PROPERTY FOR THE PURPOSE OF CONSTRUCTING THEREON AN ACCESS ROAD AND APPURTENANT PARTS THEREOF INDIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PARCEL NO. NF-91, AS CRANTED IN WARRANTY DEED RECORDED JANUARY 19 1988, JS ENTRY NO. 14-716, IN BOOK 190, AT PAGE 163. WASATCH COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THE REMAINDER OF PROPERTY KNOWN AS PAICEL NO. 2

BEGINNING AT A POINT NORTH 89°43'12" EAST 145.04 FEE' FROM THE NORTHWEST CORNER OF SECTION 21, TOWSHIP 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 195.83 FEET) 787.025 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 138.59 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 JNE NORTH 89°43'12" EAST 1343.685 FEET TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 00°05'33" WEST 1317.31 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°43'12II EAST 145.04 FEET FROM THE NORTHWEST CORNER O' SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWLY 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°37'0II EAST 686.1C FEET TI 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°06'2" RADIIS 1951.83 FEET) 787.035 FEET, THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 60°43'11 11 EAST 595.83 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 EAST 1343.685 FEET TO THE 40 ACRE LINE, THENCE ALONG THE 40 ACRE LINE NORTH 00°05'3311 WEST 1317.31 FEET 'O 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°47'1211 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 INDDENT TO THE CONSTRUCTION OF AN EXPRESWAY KNOWN AS PARCEL 80. NF-91, AS GRANTED IN WARRANTY DEED RECORDED JANUARY 19, 1988, AS ENTRY NO. 14-716, IN BOOK 190, 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 LFT, (DELTA=23°06'12II) 787.035 FET, THENCE SOUTH 60°43'51" EAST 242.32 FEET, THENCE NORTH 35°55'54" EAST 1289.10 FEET, THENCE NORTH 00°05'33" WEST 294.229 FEET TO THE NORTH SECTION LINE OF SAID SECTION 21, THENCE ALONG SAID SECTION LINE SOUTH 89°43'12" WEST 2103.320 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 OF 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 1019 (RECORD OF SURVEY 'ILE 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-91 (SEE INSET 'A' FOR PRIOR LOCATIONS). EVIDENCE SUGGESTS THAT TITLE FOR THE SUBJECT PROPERTY PREDATED THE CURRENT 1994 BUREAU O' 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 'OR NORTH SECTION LINE MATCHES THE SECTION LINE SHOWN ON THE UDOT RIGHT OF WAY MAPS FOR HIGHWAY 248. FURTHERMRE, PLACING TITLE ON THE HIGHWAY RIGHT-OF-WAY LINES CONFORMS WITH THE KNOWN LOCATION FOR THE 2LO STONE MONUMENT AT THE NORTHEAST CORNER O' 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-6).
(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 2647 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 NOTTHERLY HIGHWAY RIGHT O' WAY.
(E) – (H) FOLLOWS THE SAID NORTHERLY HIGHWAY RIGHT OF WAY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISED AS NORTH 89°42'57" EAST 5376.81 FEET BETWEEN THE 1994 BLM MONUMENT FOR THE NORTHWEST CORNER AND THE LOCATION OF THE G.L.O STONE MONUMENT FOR THE NORTHEAST CORNER OF SECTION 21, TOWSHIP 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 KOT INTENDED TO REPRESENT EVIDENCE OF OWNERSHIP OF THE SUBJECT PROPERTY OF 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 JPON BY APPROPRIATE AND LEGAL MEANS BETWEEN RELEVANT PARTIES. TO HELP PREPARE SUCH AGREEMENTS, SOLICITATION OF COMPETENT LEGAL COUNSEL IS STRINGLY 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 THEY 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.

6. THIS PLAT MAP DOES NOT PURPORT TO SHOW, EITHER IN FACT OR BY CIRCUMSTANCE, ANY OR ALL UTILITY COMPANY PIPES, WIRES, ETC., EITHER IN SERVICE OR ABANDONED, THAT MAY EXIST ON OR NEAR THE SUBJECT PROPERTY. FURTHERMORE, ANY INDICATION AS TO THE LOCATION OF UNDERGROUND UTILITIES THAT MAY BE SHOWN ON THIS PLAT MAP IS BASED STRICTLY ON OBSERVABLE SURFACE EVIDENCE AND/OR VERBAL EXPLANATIONS, ALSO, FOR THE SURVEYING UTILITY MAPS OF RECORD WERE AVAILABLE TO THE SURVEYOR TO HELP DETERMINE. THE PROPER LOCATION OF UNDERGROUND UTILITIES. INDEED, ONLY BY EXCAVATION CAN THE EXACT LOCATION OF UNDERGROUND UTILITIES BE DETERMINED. CONTRACTORS, BUILDERS, AND EXCAVATORS ARE ADVISED TO VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION BY CONTACTING CORRESPONDING UTILITY COMPANIES (FOR BLUE STAKES OF UTAH CALL 1-800-662-4111).

COPYRIGHT ©2020
SUMMIT ENGINEERING GROUP, INC.
ALL RIGHTS RESERVED
IT IS A VIOLATION OF FEDERAL COPYRIGHT LAW TO COPY THIS DRAWING OR ANY PART THEREOF, WHETHER IN DIGITAL OR HARD COPY FORM, OR TO MODIFY THIS DRAWING OR ANY PART THEREOF, WITHOUT THE WRITTEN PERMISSION OF SUMMIT ENGINEERING GROUP, INC. ANY UNAUTHORIZED USE WILL BE SUBJECT TO LEGAL ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS FOR DAMAGES.

Summit Engineering Group Inc.
STRUCTURAL • CIVIL • LAND SURVEYING
36 WEST 100 SOUTH
HEBER CITY, UTAH 84032
P: 435.654.9229 F: 435.654.9251

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

3512

01/07/2020 07:44 AM



North

Print 22 x 34: 1" = 150 Feet

150 75 0 150 300

REVISED 14 OCTOBER 2025
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

Legend . Elkhorn Hideout, Utah . Holmes Homes

	Estate Lots: Downhill	34 Lots	
	Estate Lots: Uphill	22 Lots	56 Lots
	Small Estate: Downhill	7 Lots	
	Small Estate: Uphill	7 Lots	14 Lots
	Single Family Lots: Downhill	26 Lots	
	Single Family Lots: Uphill	44 Lots	70 Lots
	Town Homes: Downhill	44 Units	
	Town Homes: Uphill	21 Units	65 Lots
	Stacked Flats		24 Units
	Existing Single Family Lot		1 Lot
	Commercial Lot		1 Lot
	Pickleball Building		1 Lot
Totals:			231 Units
	Downhill Units:	111	
	Uphill Units:	94	
	Stacked Flats	24	

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

RESOLUTION NO. 2025-R-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HIDEOUT, UTAH, AUTHORIZING THE TOWN TO ENTER INTO AND EXECUTE A DEVELOPMENT AGREEMENT WITH HOLMES ELKHORN, LLC FOR THE ELKHORN DEVELOPMENT CONSISTING OF APPROXIMATELY 114 ACRES LOCATED AT OR ABOUT 1220 E. STATE ROAD 248, HIDEOUT, WASATCH COUNTY, UTAH

WHEREAS, the Town Council is authorized by Utah Code Ann. §§ 10-9a-102 and 10-9a-532 to enact ordinances, resolutions, and rules and enter into other forms of land use controls and development agreements as necessary and appropriate for the use and development of land within the Town of Hideout (Town); and

WHEREAS, the Hideout Municipal Code regulates Development Agreements in Chapter 11.*

WHEREAS, Holmes Elkhorn, LLC (the "Developer") in under contract to own certain real property located at or about 1220 E. State Road 248, Hideout, Wasatch County, Utah (the "Property") and more particularly described in the Development Agreement attached hereto as Exhibit A and will own such property before entering into the Development Agreement; and

WHEREAS, the Developer desires to develop the Property as a residential subdivision with a commercial lot and an indoor pickleball building (the "Project"); and

WHEREAS, the an application for a zoning map amendment has been submitted to the Town for review and consideration to amend the Hideout Town Zoning Map related to the Property which is located in the Mountain Zone (“M”) (residential) and the Developer is seeking a rezone of the property to a combination of: Neighborhood Mixed Use (“NMU”); Residential Twenty (“R-20”); Residential Six (“R-6”); Residential Three (“R-3”); and/or Natural Preservation (“NP”); and

WHEREAS, the Developer and the have negotiated the terms and conditions for the development of the Property, which are set forth in the Development Agreement; and

WHEREAS, the Hideout Town Planning Commission held a public hearing on July 17, 2025 to consider the proposed Development Agreement and has forwarded a recommendation to the Council; and

WHEREAS, the Council held a public hearing on October 29, 2025 to consider the Development Agreement, attached as Exhibit A; and

WHEREAS, the Council finds that the Development Agreement is consistent with the goals, objectives, and policies of the General Plan and promotes the health, safety, and welfare of the community; and

WHEREAS, the Council further finds that the Development Agreement adequately addresses the commitments of the Developer and provides a clear and predictable framework for the Project's development;

WHEREAS, the Developer has voluntarily agreed to the terms of the Development Agreement, including all obligations and conditions therein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hideout as follows:

SECTION 1. APPROVAL. The Development Agreement, attached hereto and incorporated by this reference as Exhibit A, is hereby approved.

SECTION 2. AUTHORIZATION. The Mayor is hereby authorized to execute the Development Agreement on behalf of the Town of Hideout

SECTION 3. RECORDING. Upon execution, the Development Agreement shall be recorded in the official records of the Wasatch County Recorder's Office.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town of Hideout, Utah, this ___ day of _____, 2025.

TOWN OF HIDEOUT:

_____
Ralph Severini, Mayor

ATTEST:

_____
Alicia Fairbourne, Recorder for Hideout

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 be 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 December 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 1 commercial unit.

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**"). The density related to the Project will not exceed 230 residential units and 1 commercial unit.

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. Development Agreement and Subdivision Condition and possible reverter. This Ordinance is specifically subject to and conditional upon the following:

(a) The Development Agreement must be executed and recorded by Parties no later than December 15, 2025 and shall allow a maximum of 230 residential units and 1 commercial unit; or,

(b) If Developer exercises its right to terminate the Development Agreement within 90 days of recordation of the final subdivision plat for Phase 1 with the Wasatch County Recorder. In the event the Development Agreement is terminated, 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:

_____

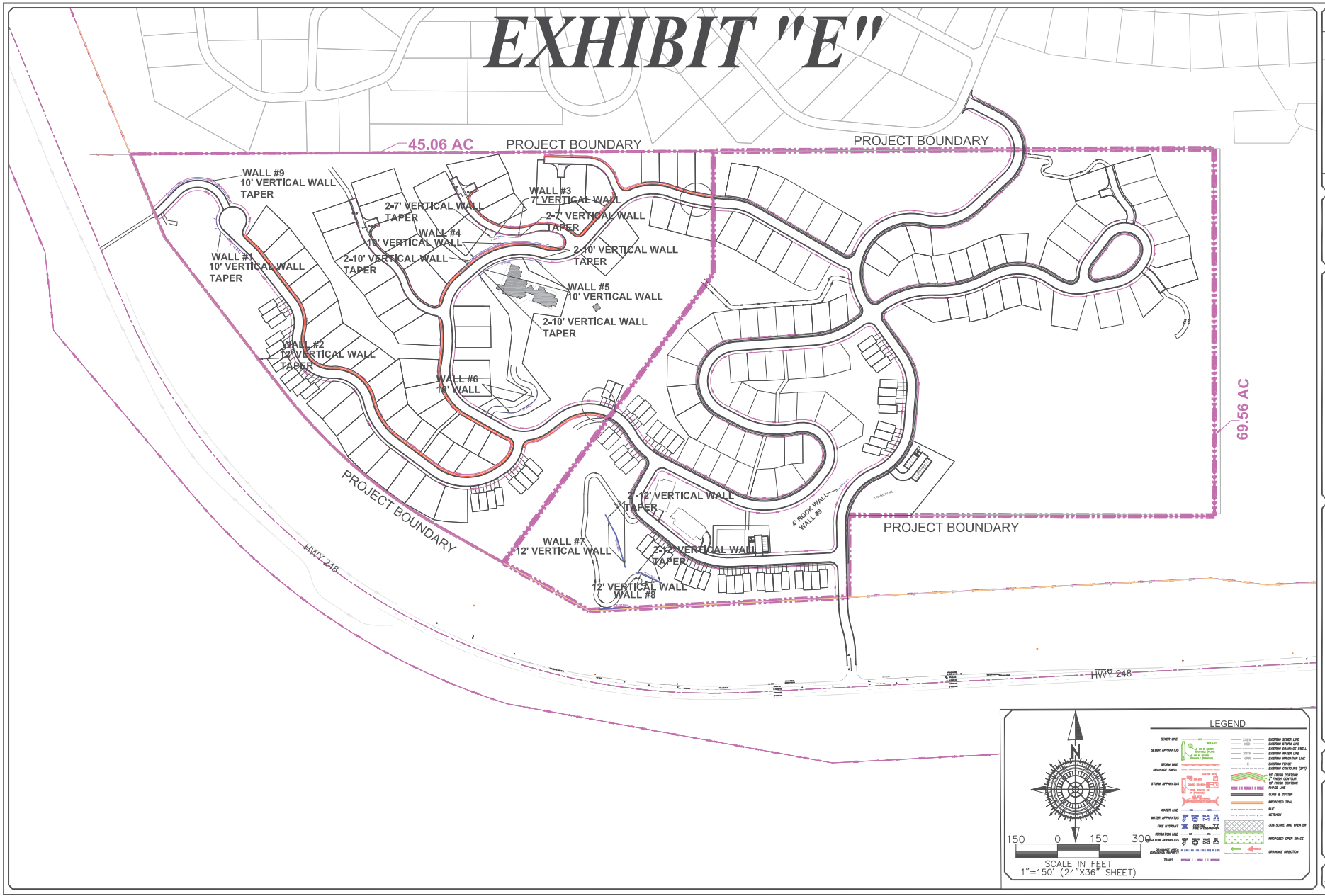
Alicia Fairbourne,
Town Recorder

Attachments:

Attachment A – Legal Description of the Property

Attachment B – Rezone Map

EXHIBIT "E"



NO.	DESCRIPTION	DATE	APP'D

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

GATEWAY CONSULTING, Inc.
P.O. BOX 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

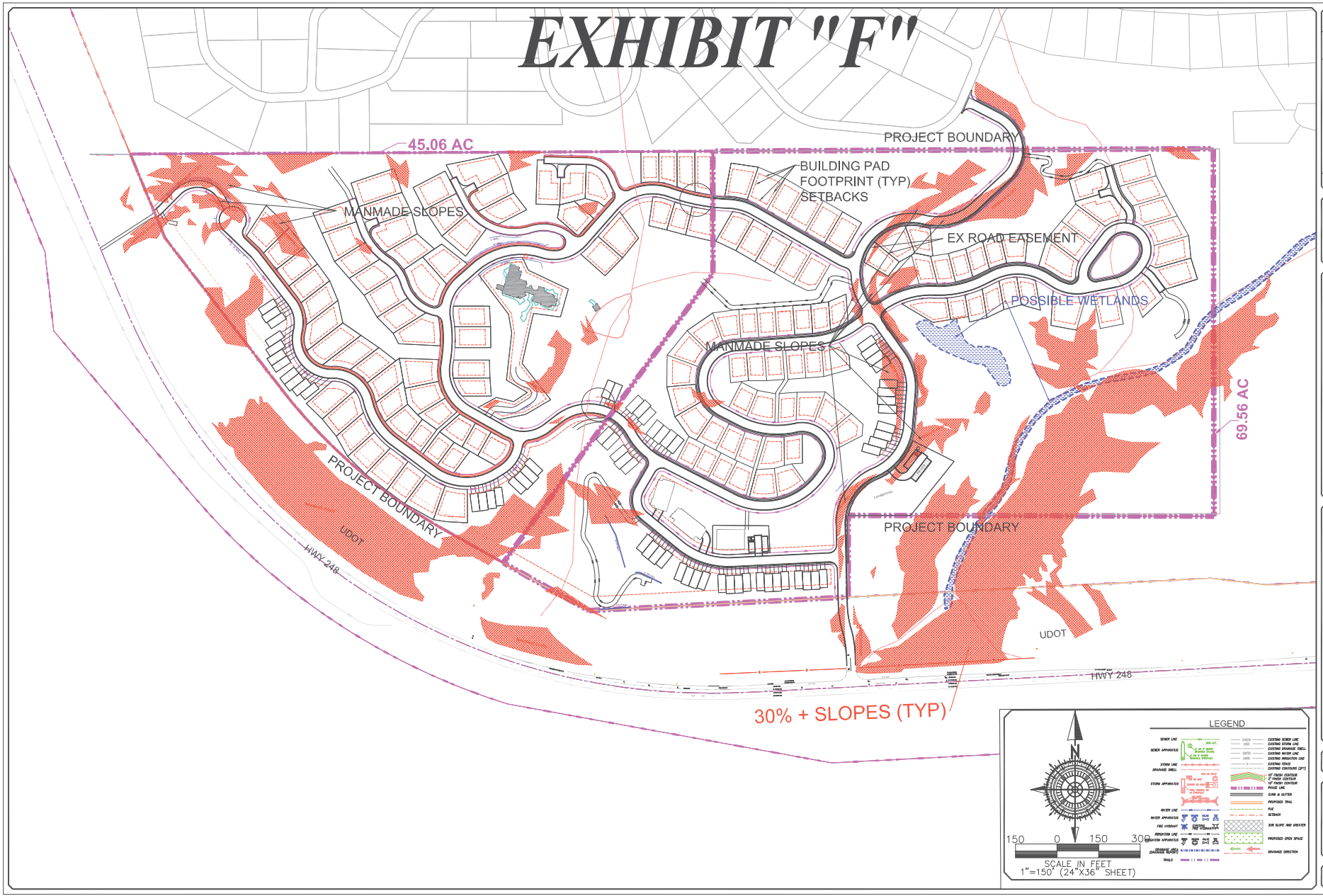
ELK HORN SPRINGS
PRELIMINARY
PHASE 1-8 RETAINING WALLS VIEW
EXHIBIT "E"

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-E

EXHIBIT "F"



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

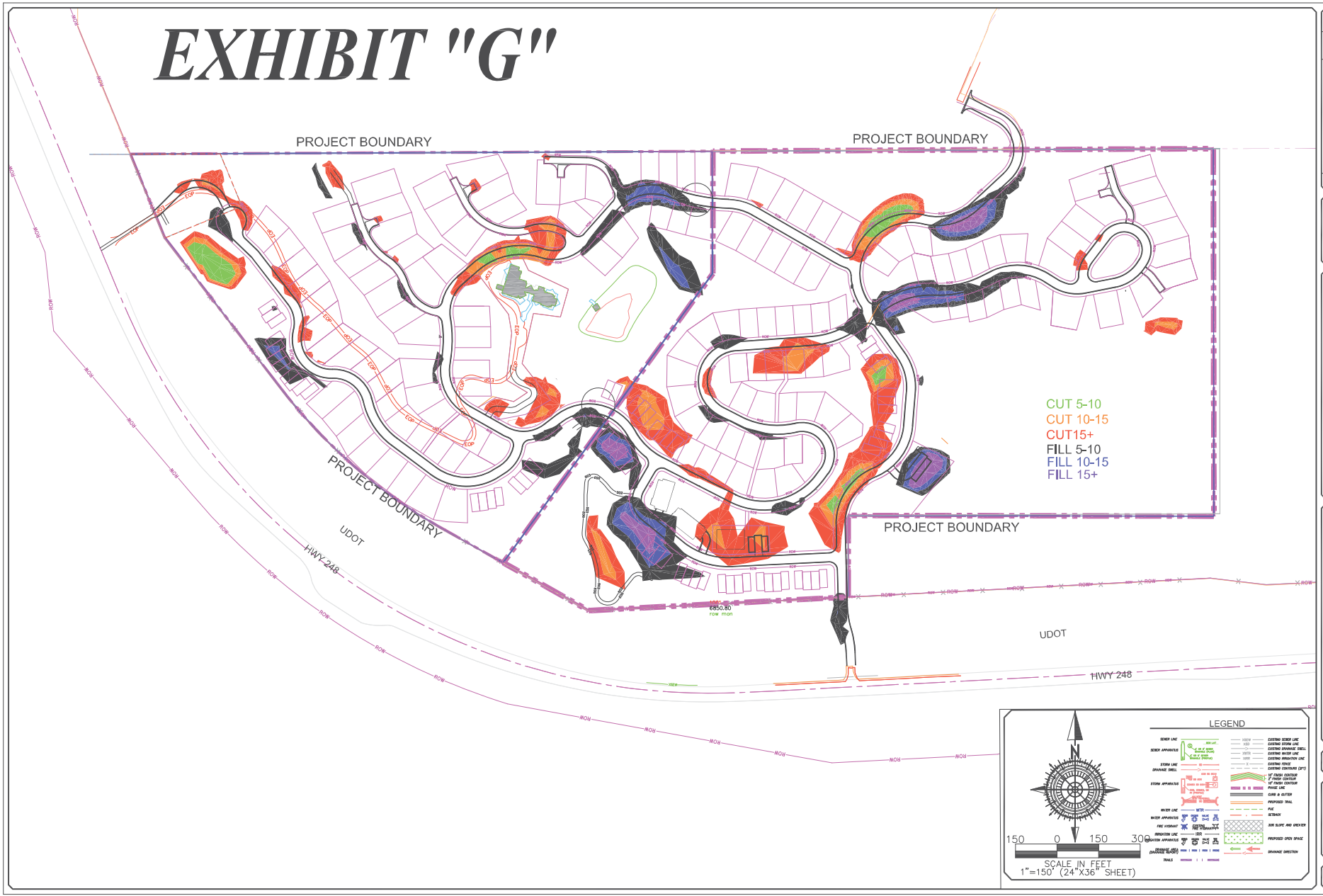
ELK HORN SPRINGS
PRELIMINARY
PHASE 1-8 SLOPES MAP VIEW

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-F
SHEET NO.

EXHIBIT "G"



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 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
PRELIMINARY

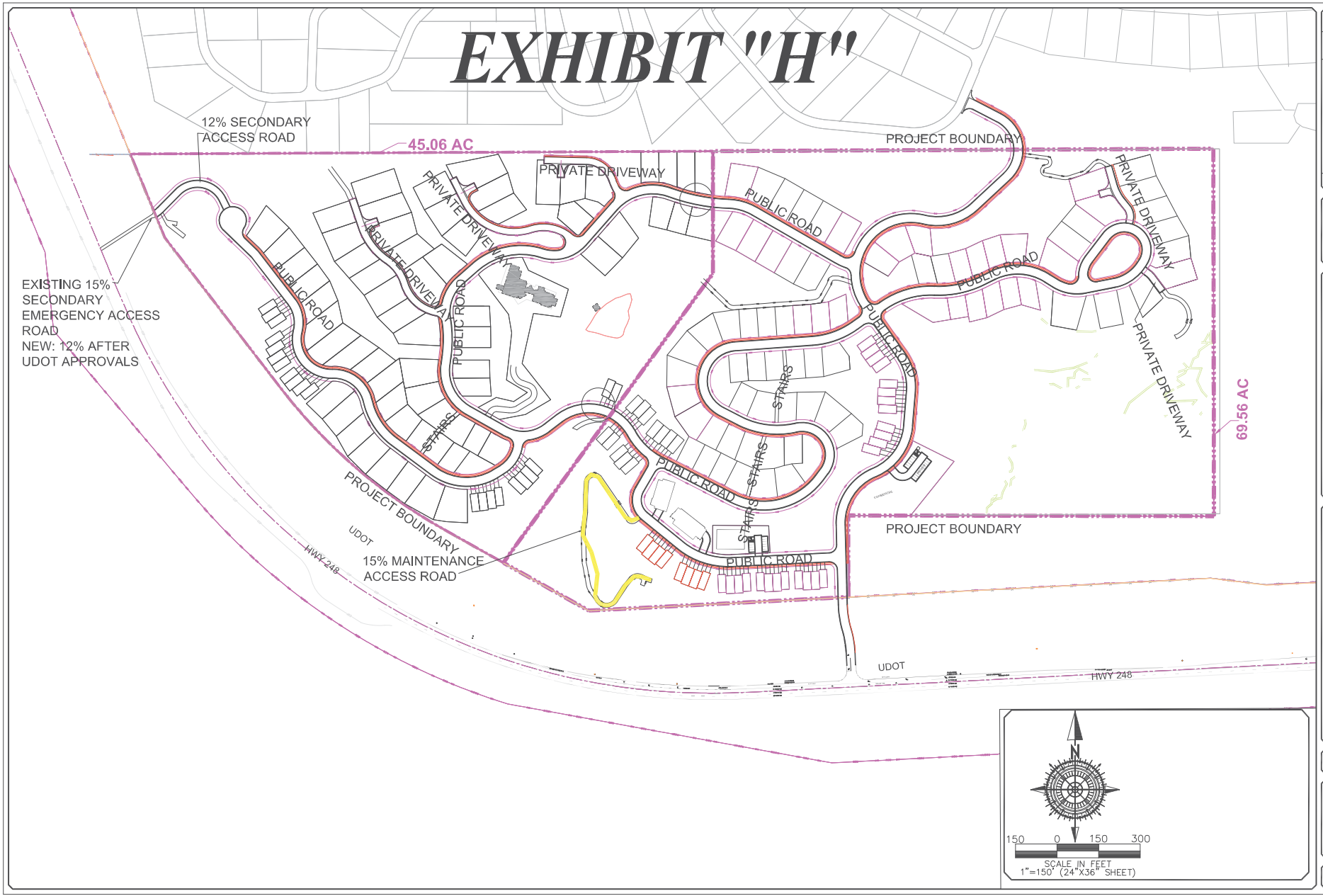
PHASE 1-8 CUT FILL MAP VIEW

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-G
SHEET NO.

EXHIBIT "H"



NO.	DESCRIPTION	DATE	APP'D

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

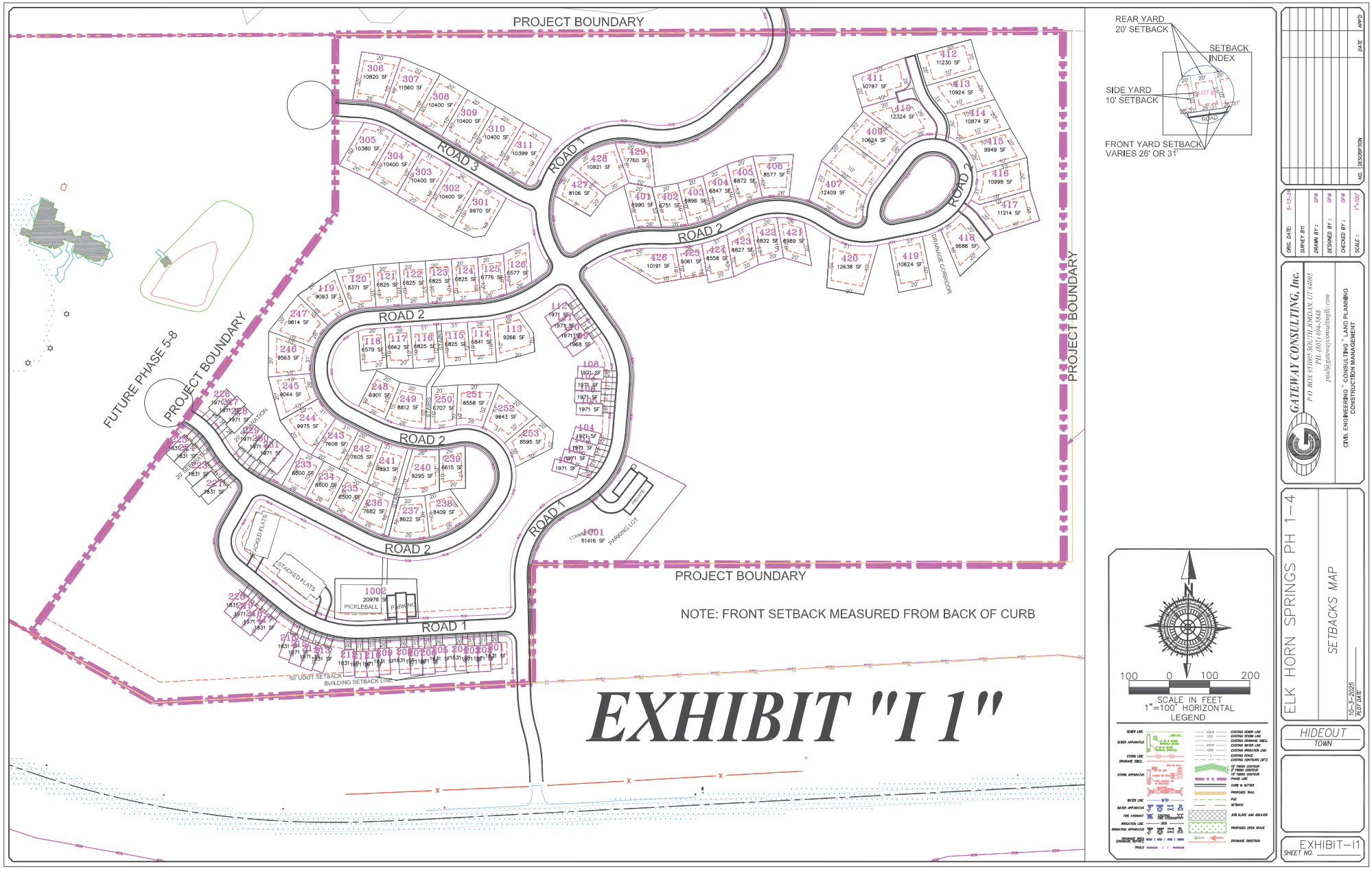
GATEWAY CONSULTING, Inc.
P.O. BOX 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
ROAD EXCEPTIONS
PHASE 1-8

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-H



NO.	DESCRIPTION	DATE	APP'D

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

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 PH 1-4

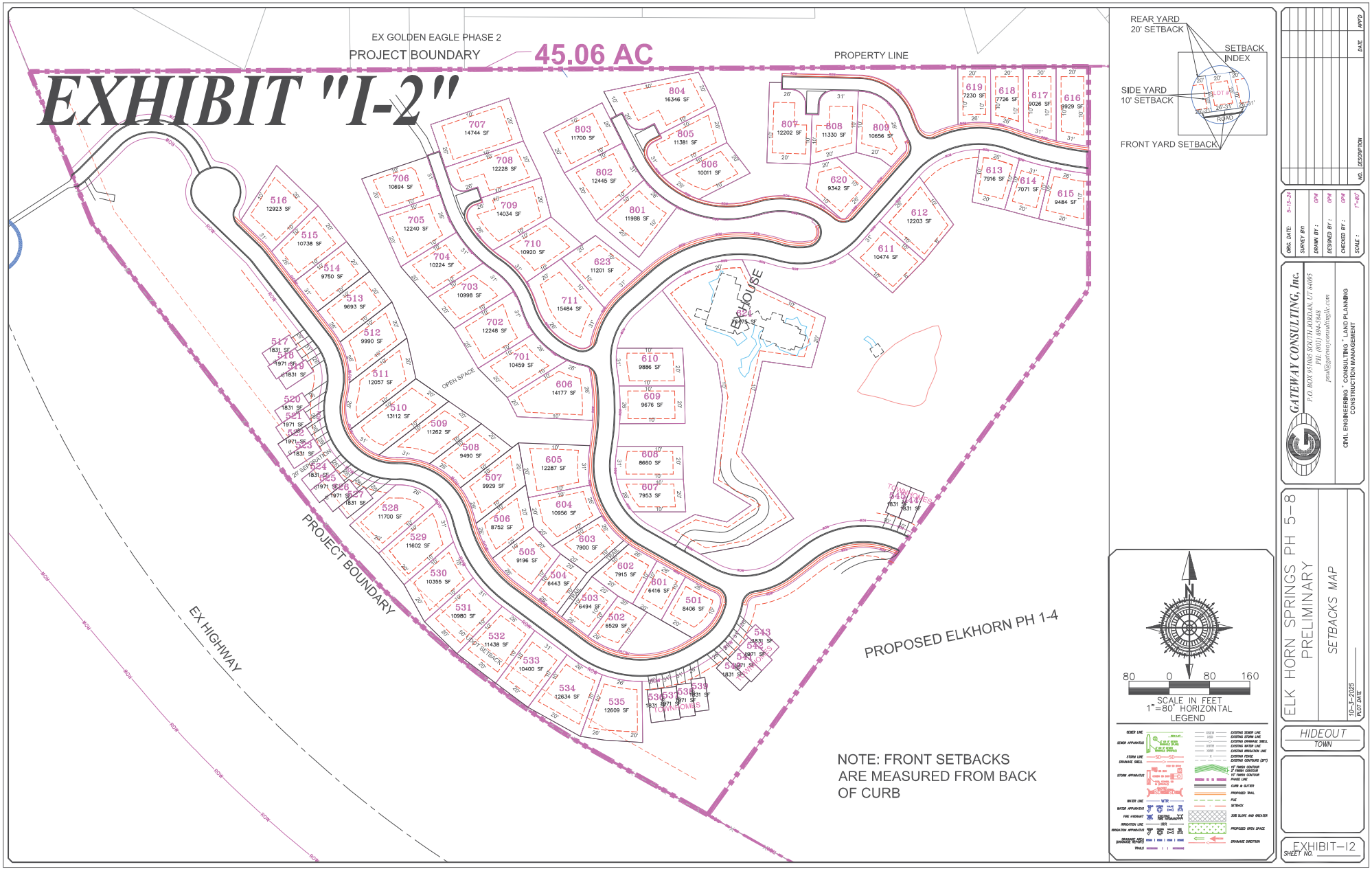
SETBACKS MAP

10-3-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-I1
SHEET NO.

EXHIBIT "I-2"



NO.	DESCRIPTION	DATE	APP'D

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

GATEWAY CONSULTING, Inc.
P.O. BOX 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

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

Exterior Architectural Guidelines

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

APACHE LEDGESTONE



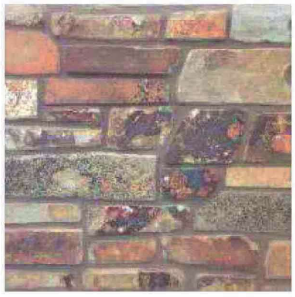
PLATINUM SQUARES



CANYON CREEK SQUARES



APACHE MOSS LEDGESTONE



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.

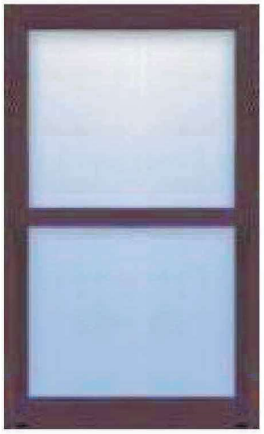
Rectangular wall openings are preferred.



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.

BRONZE





COLOR

SILVER





COLOR

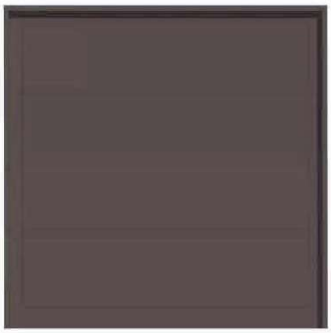
13. **Garage Doors**

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

MODEL - 208
TRADITIONAL
PLAIN - BROWN



MODEL 208
CONTEMPORARY
PLAIN - BROWN



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.

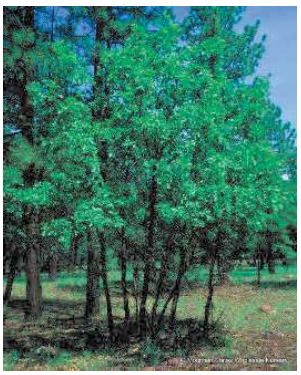
12. **Plant List**

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





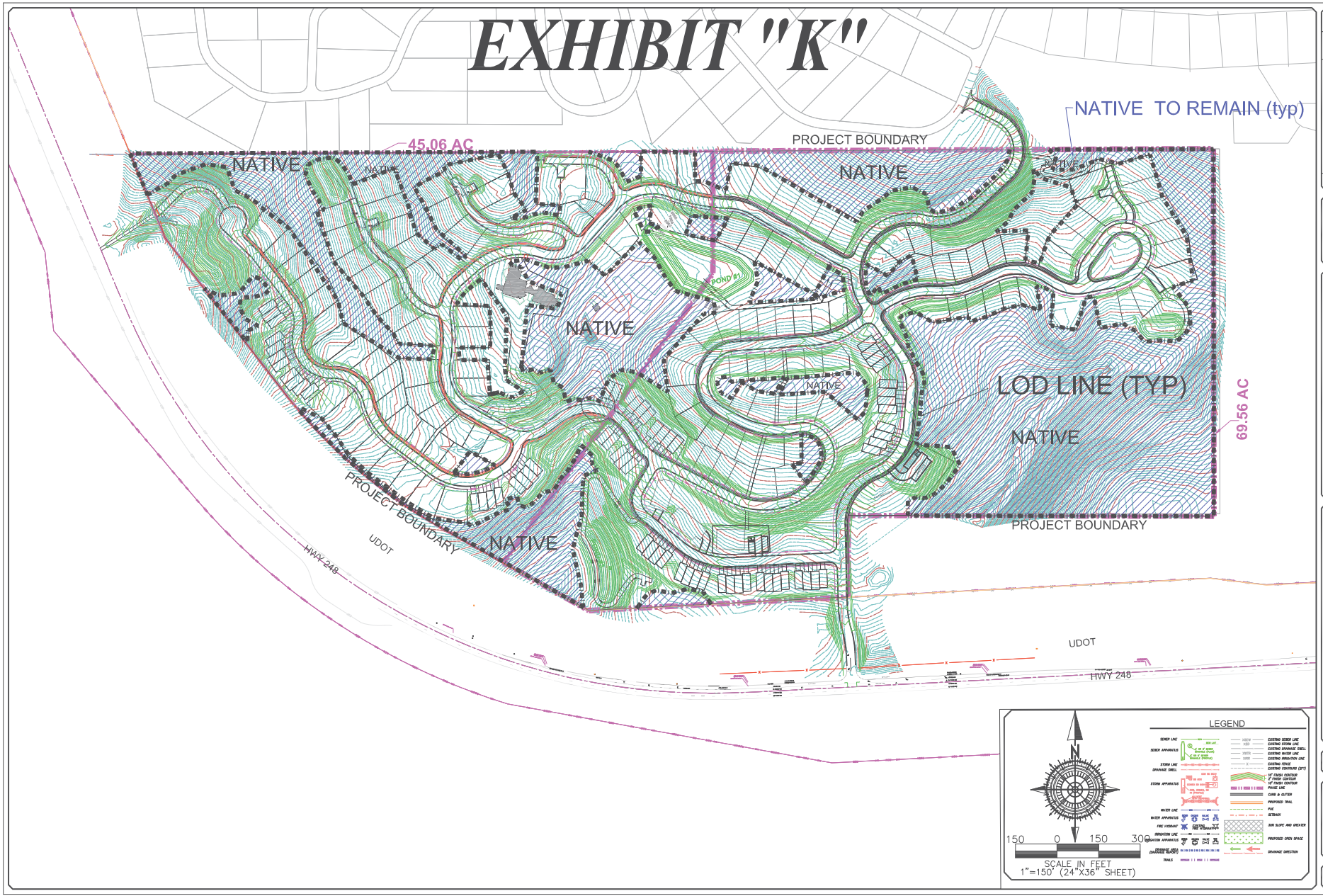


Turf

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

* Not found on the Site

EXHIBIT "K"



NO.	DESCRIPTION	DATE	APP'D

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

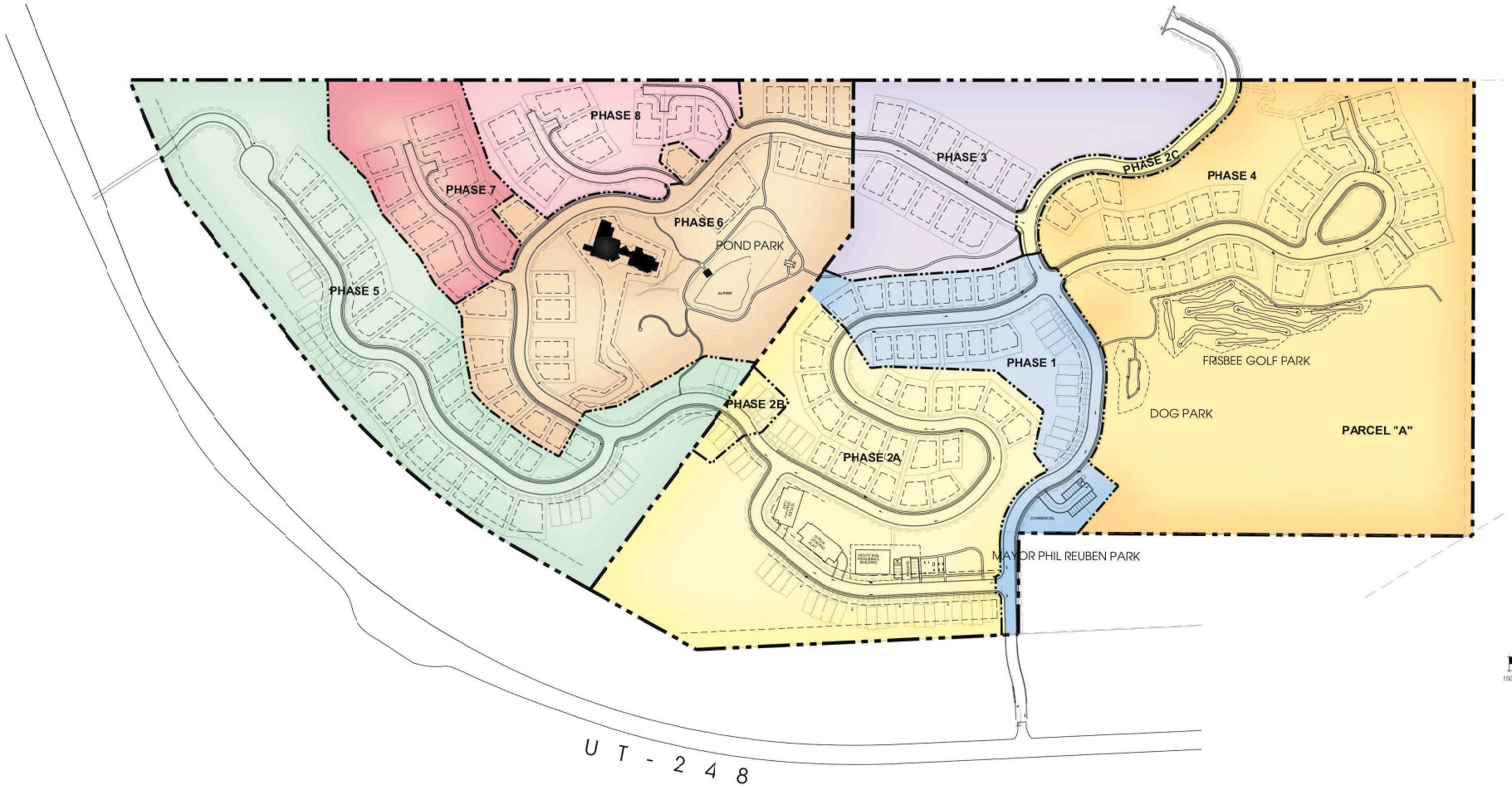
GATEWAY CONSULTING, Inc.
P.O. BOX 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
PRELIMINARY
PHASE 1-8 GRADING PLAN VIEW
LIMIT OF DISTURBANCE

10-3-2025
PLOT DATE

HIDEOUT
TOWN

SHEET NO. EXHIBIT-K



North
Print 22 x 34: 1" = 150 Feet
150 75 0 150 300

REVISED 14 OCTOBER 2025
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	9	15	21				45
Phase Six	10	11			1		22
Phase Seven	11						11
Phase Eight	5	4					9
TOTALS	70	70	65	24	1	1	231

R. Michael Kelly Consultants
Land Planning | Landscape Architecture
P.O. Box 469 Millville, Utah 84326 | (435)770-7512 | 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

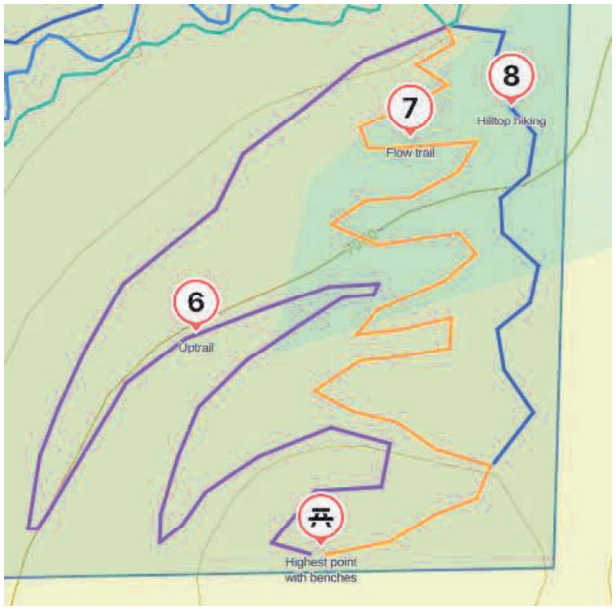


The southern section of the park is the largest contiguous open space in the subdivision. The project site consists of a slope-side of 10 - 40% and a natural drainage running from the northeastern side of the area to the south-western side of the area. If a drainage pipe is installed along the entire 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).

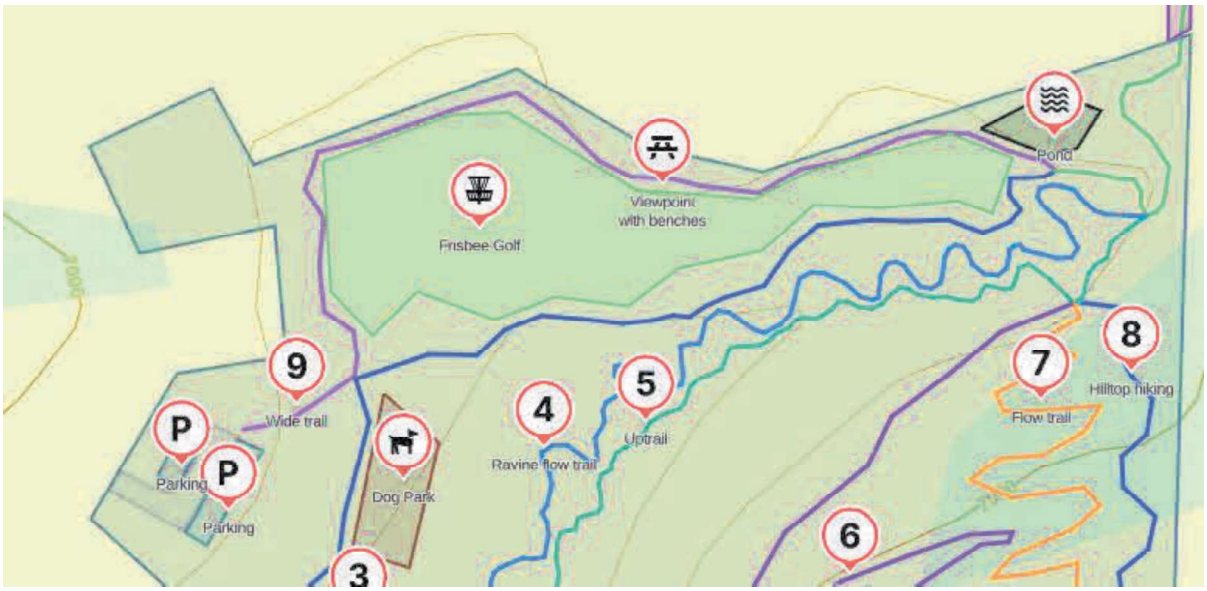
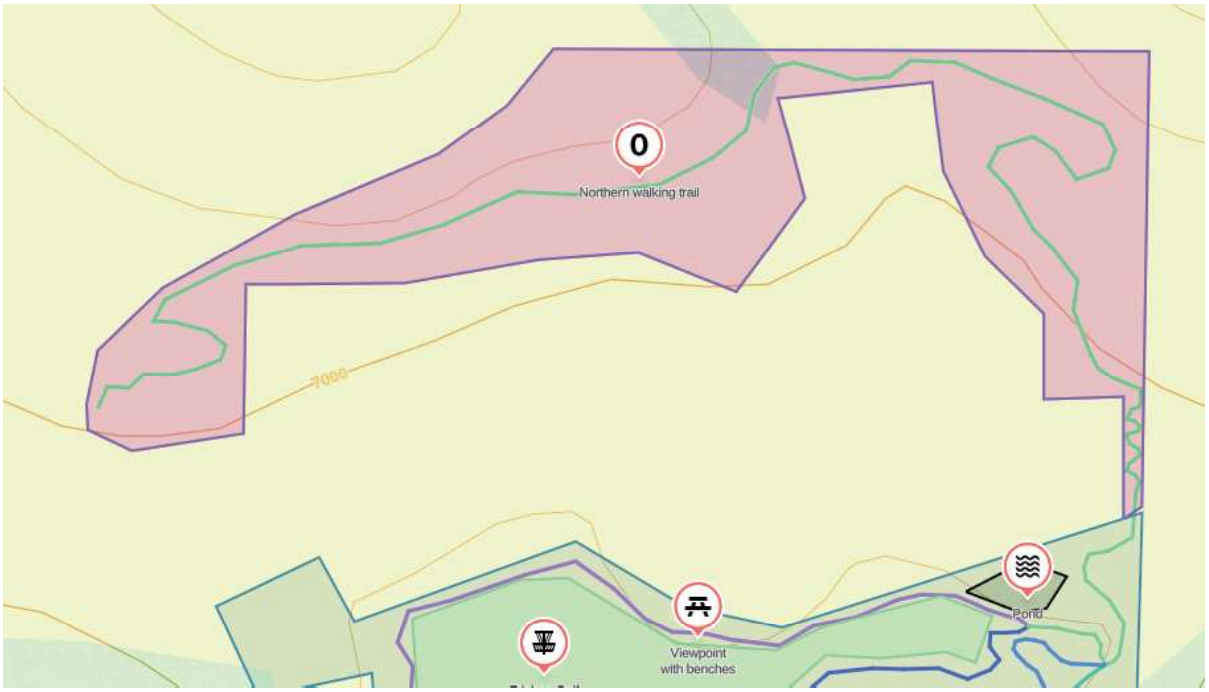


EXHIBIT M

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:

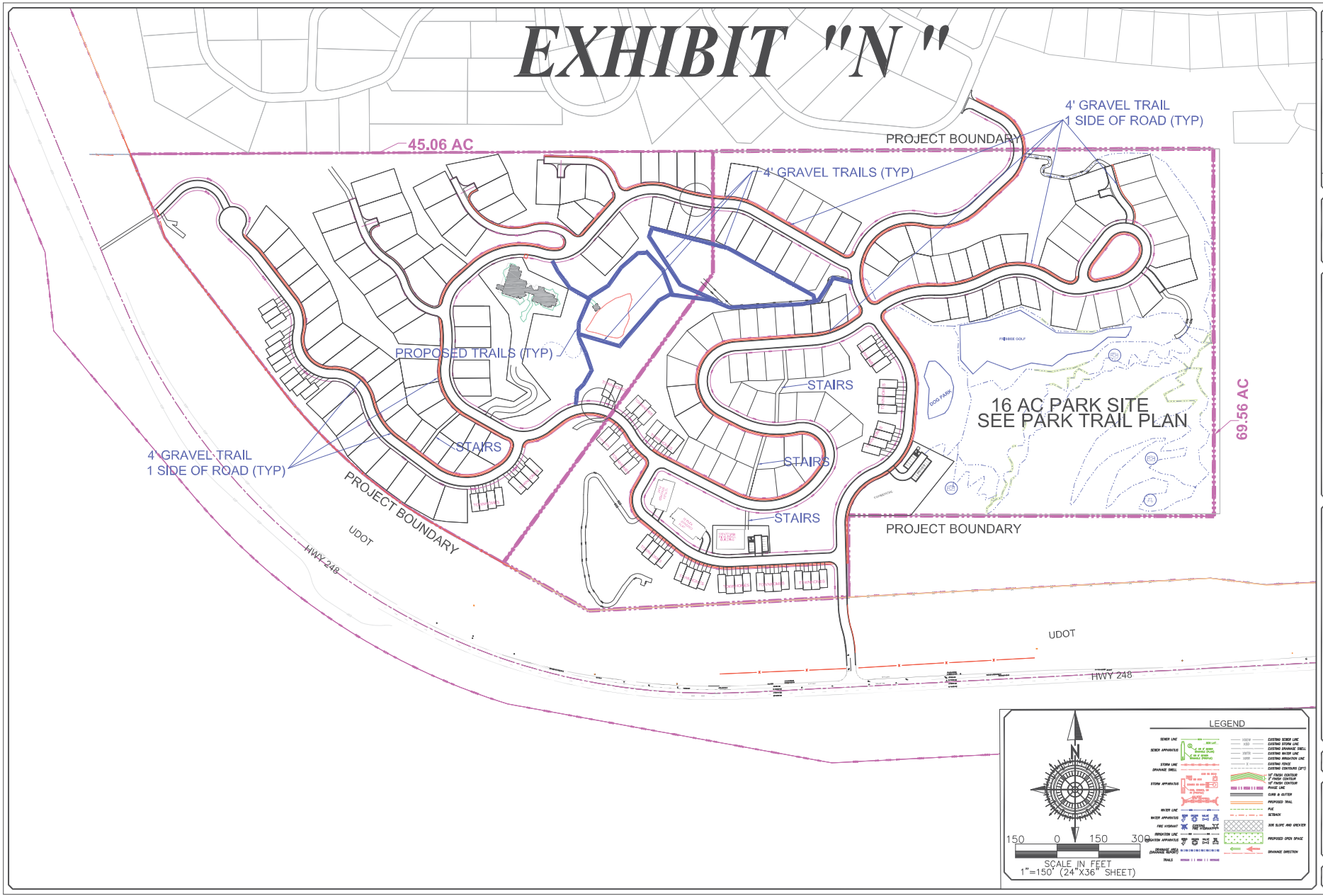
Trail Label	Description	Length	Max Elevation Change	Width
0	Northern hiking-running trail	0.52 miles	90 ft	4 ft
1	Wide walking/running trail	0.29 miles	43 ft	10 ft
2	Easy flow trail	0.11 miles	42 ft	4-6 ft
3	Uptrail for trail 2	0.05 miles	26 ft	4 ft
4	Ravine flow trail	0.28 miles	62 ft	4-6 ft
5	Uptrail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

EXHIBIT "N"



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 551005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

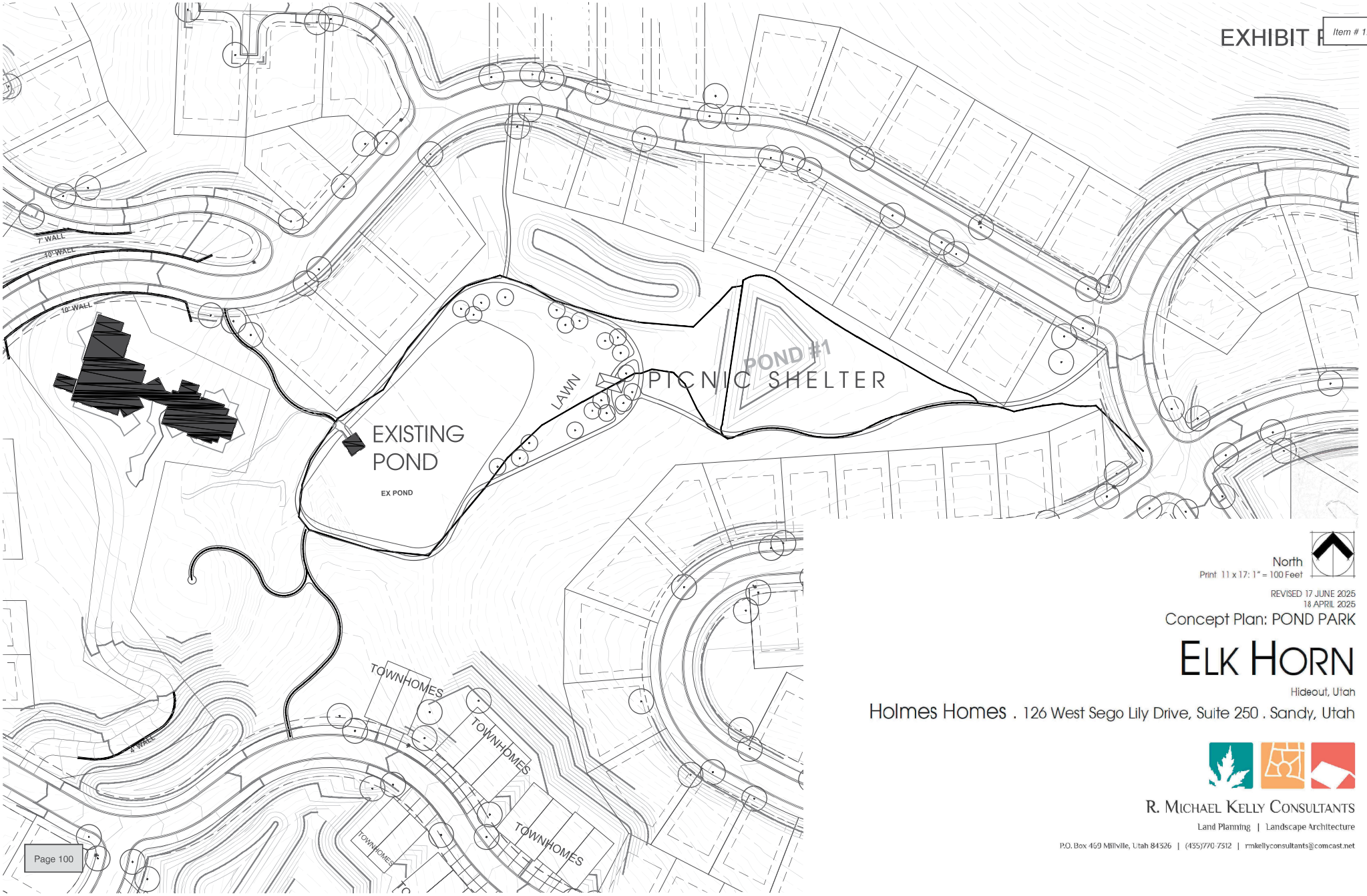
ELK HORN SPRINGS
PRELIMINARY
PHASE 1-8 TRAILS PLAN VIEW
NOT INCLUDING 16 AC PARK SITE

PLOT DATE: 10-3-2025

HIDEOUT
TOWN

SHEET NO. TRAILS

EXHIBIT B



North
Print 11 x 17: 1" = 100 Feet

REVISED 17 JUNE 2025
18 APRIL 2025

Concept Plan: POND PARK

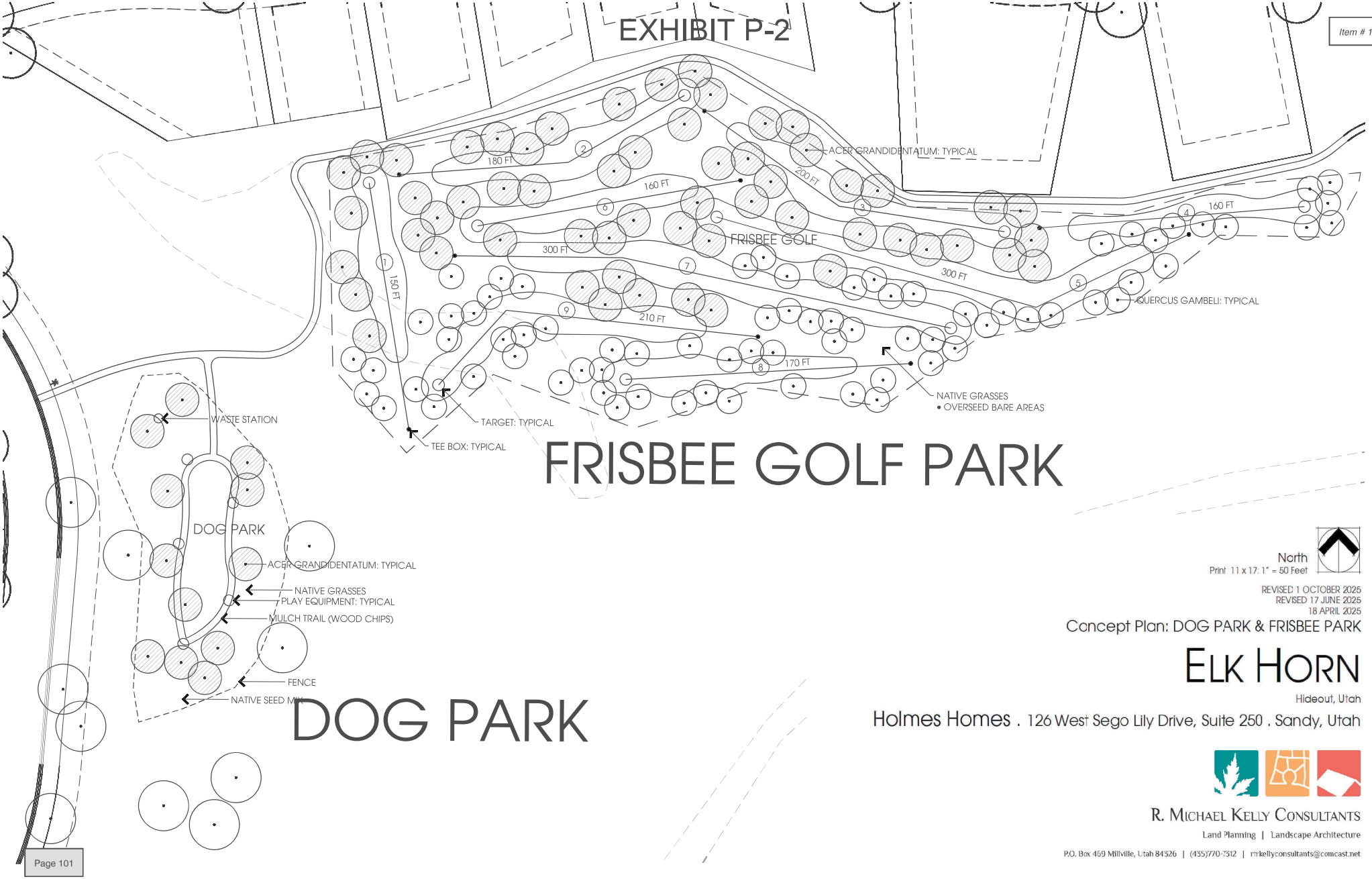
ELK HORN

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

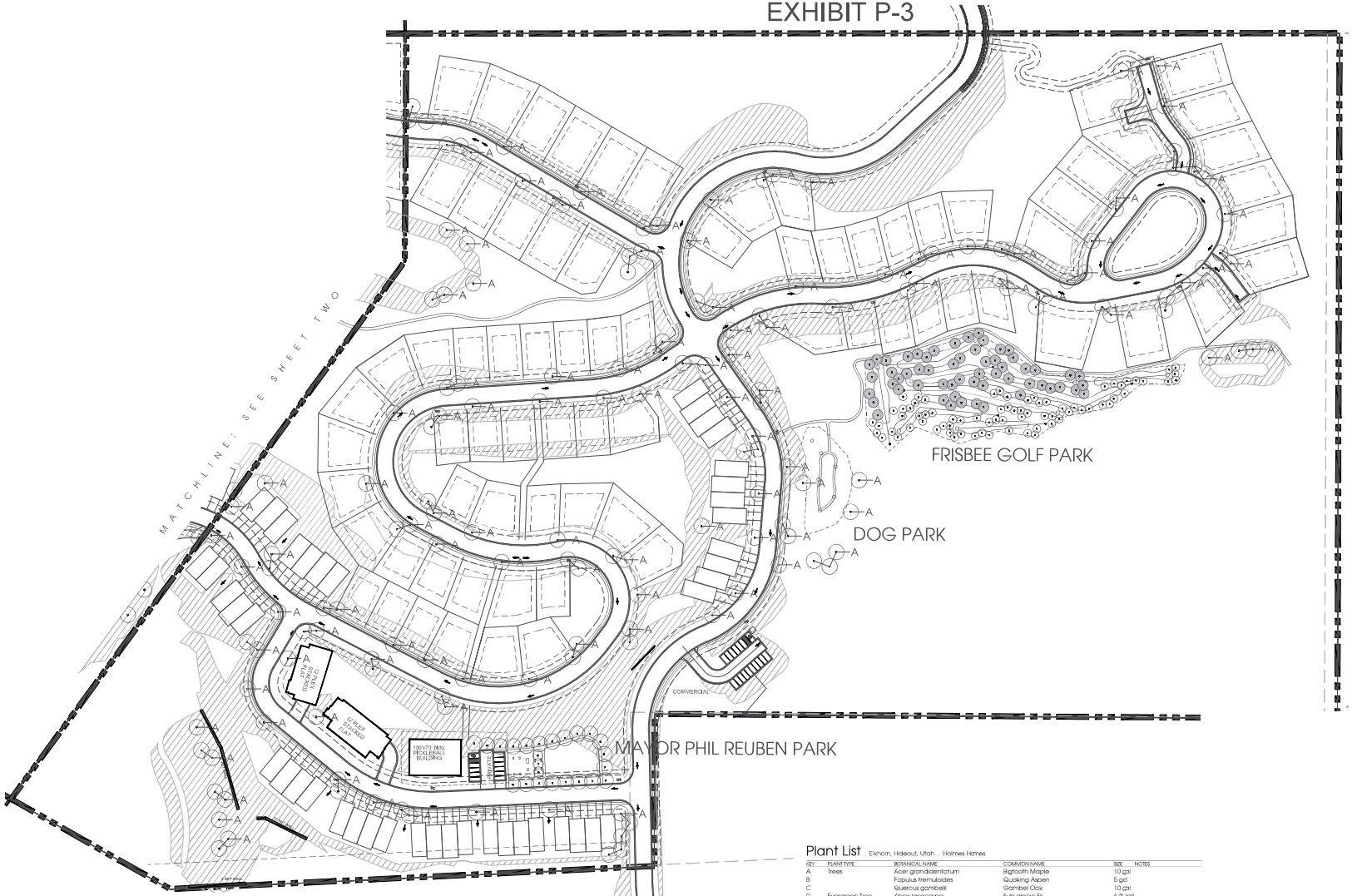
ELK HORN

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)770-7312 | 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. Raise 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 'Bailey'	Red Osier Dogwood	5 gal.	
2		Ribes aureum	Golden Currant	5 gal.	
3	Medium Shrubs	Artemisia 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 Balsamroot	1 gal.	Plant at 2 ft. o.c.
13		Campanula rotundifolia	Bluebells	1 gal.	Plant at 2 ft. o.c.
14		Heuchera splenders	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

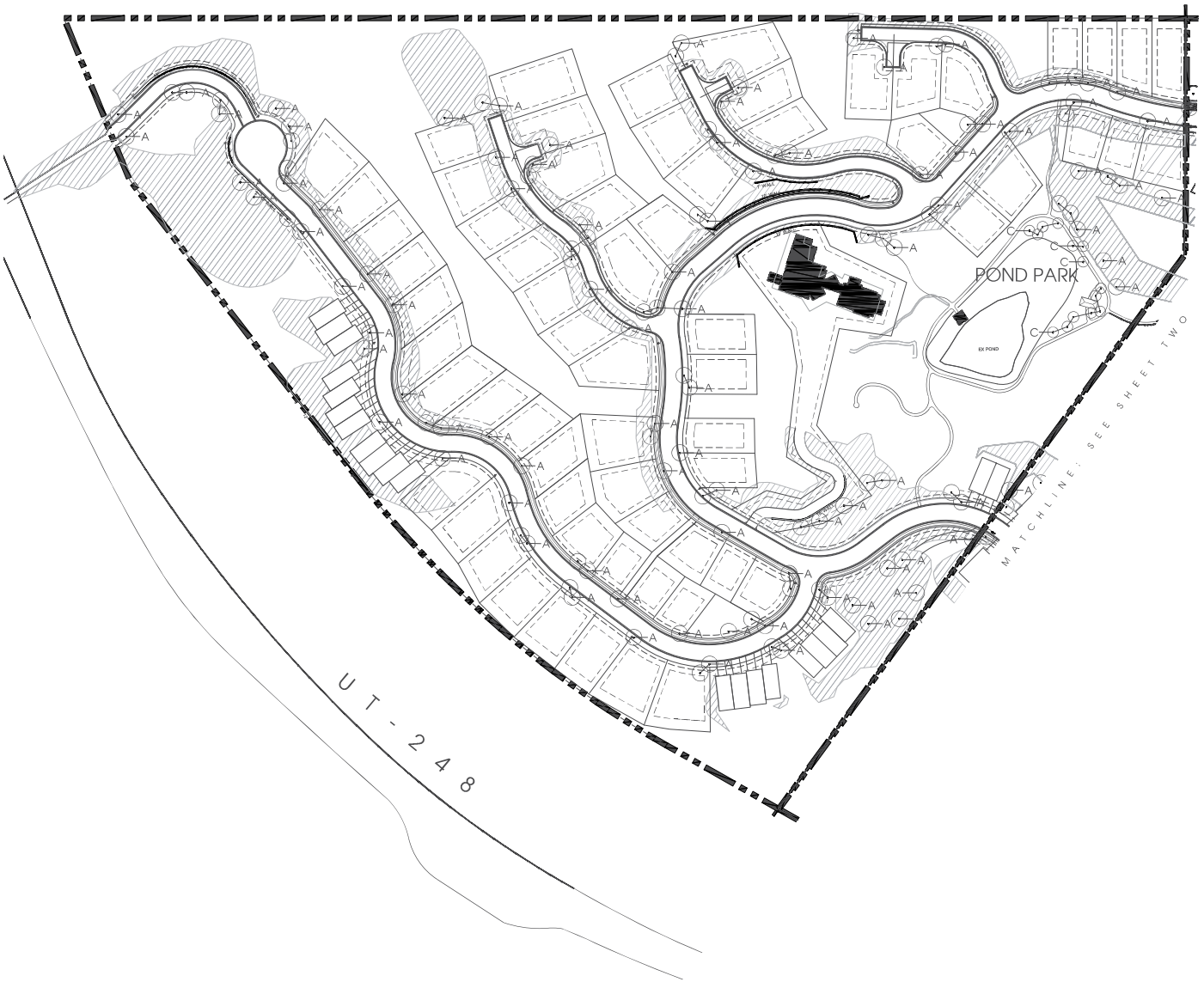
Planting Plan: PHASES 1-4

ELK HORN

Hideout, Utah

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

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



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 Balsamroot	1 gal.	Plant at 2 ft. o.c.
13		Campanula rotundifolia	Bluebells	1 gal.	Plant at 2 ft. o.c.
14		Heuchera splenders	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

As labeled on the plan and noted in Planting Note #2

KEY	BOTANICAL NAME	COMMON NAME	PLS lbs./acre
	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
	Lilium 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 14 OCTOBER 2025
REVISED 1 OCTOBER 2025
REVISED 9 JULY 2025
REVISED 17 JUNE 2025
18 APRIL 2025

Planting Plan: PHASES 5-8

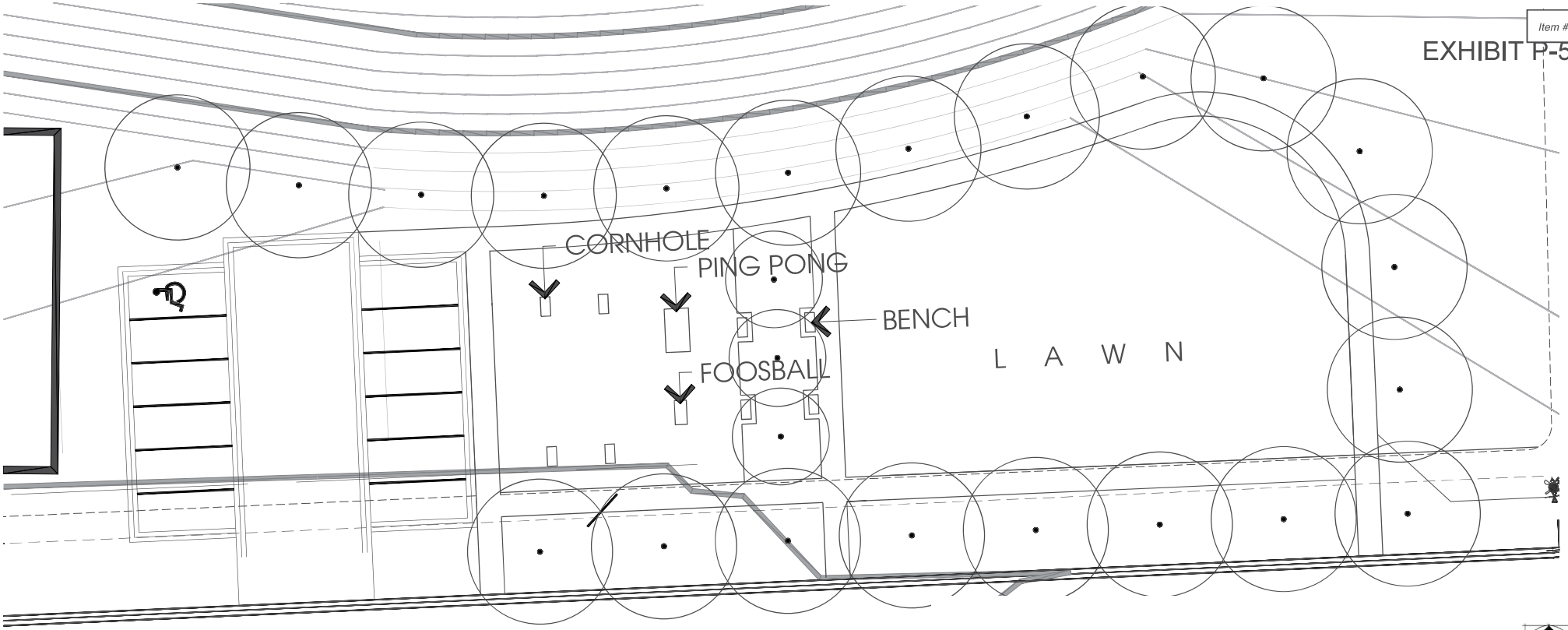
ELK HORN

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

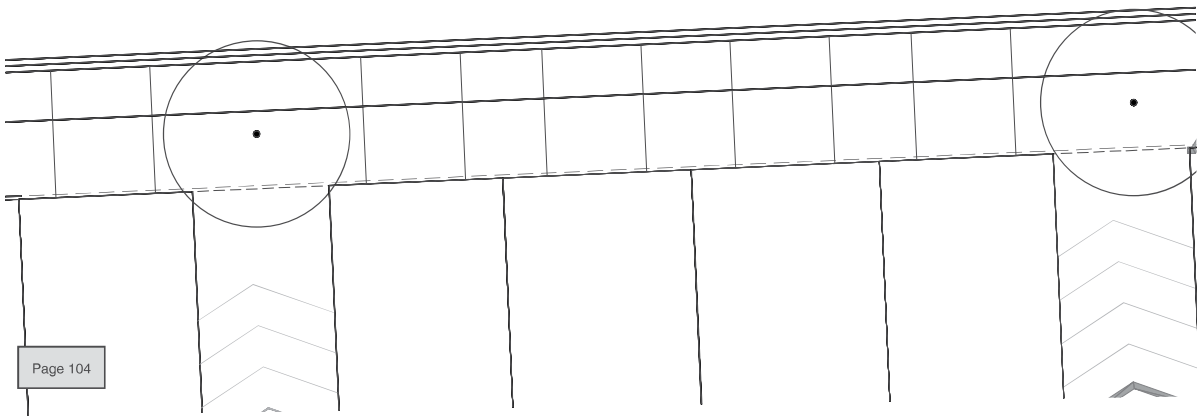
REVISED 18 AUGUST 2025
REVISED 8 JULY 2025
REVISED 17 JUNE 2025
11 APRIL 2025

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

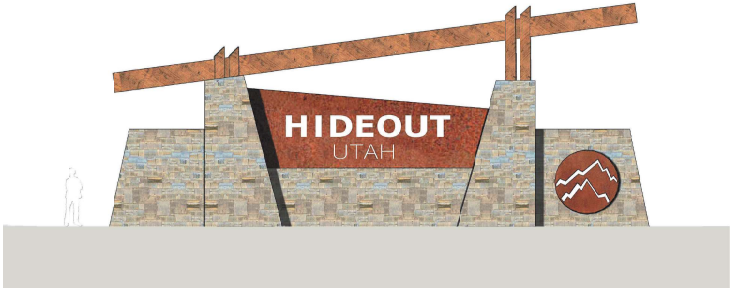
Land Planning | Landscape Architecture

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

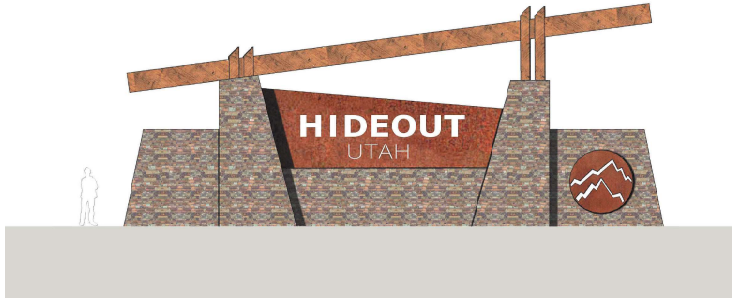
EXHIBIT Q



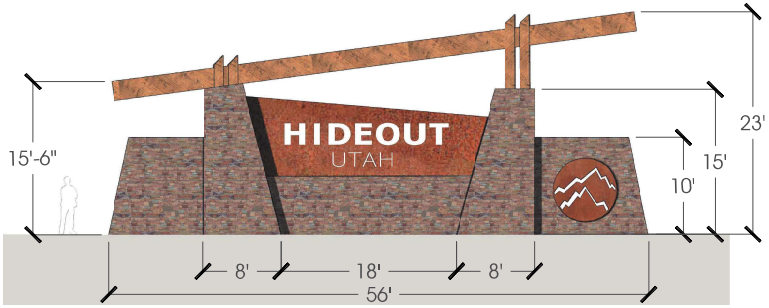
CANYON CREEK SQUARES



PLATINUM SQUARES



APACHE MOSS LEDGESTONE



APACHE LEDGESTONE

4 MAY 2021
Monument Sign Exhibit

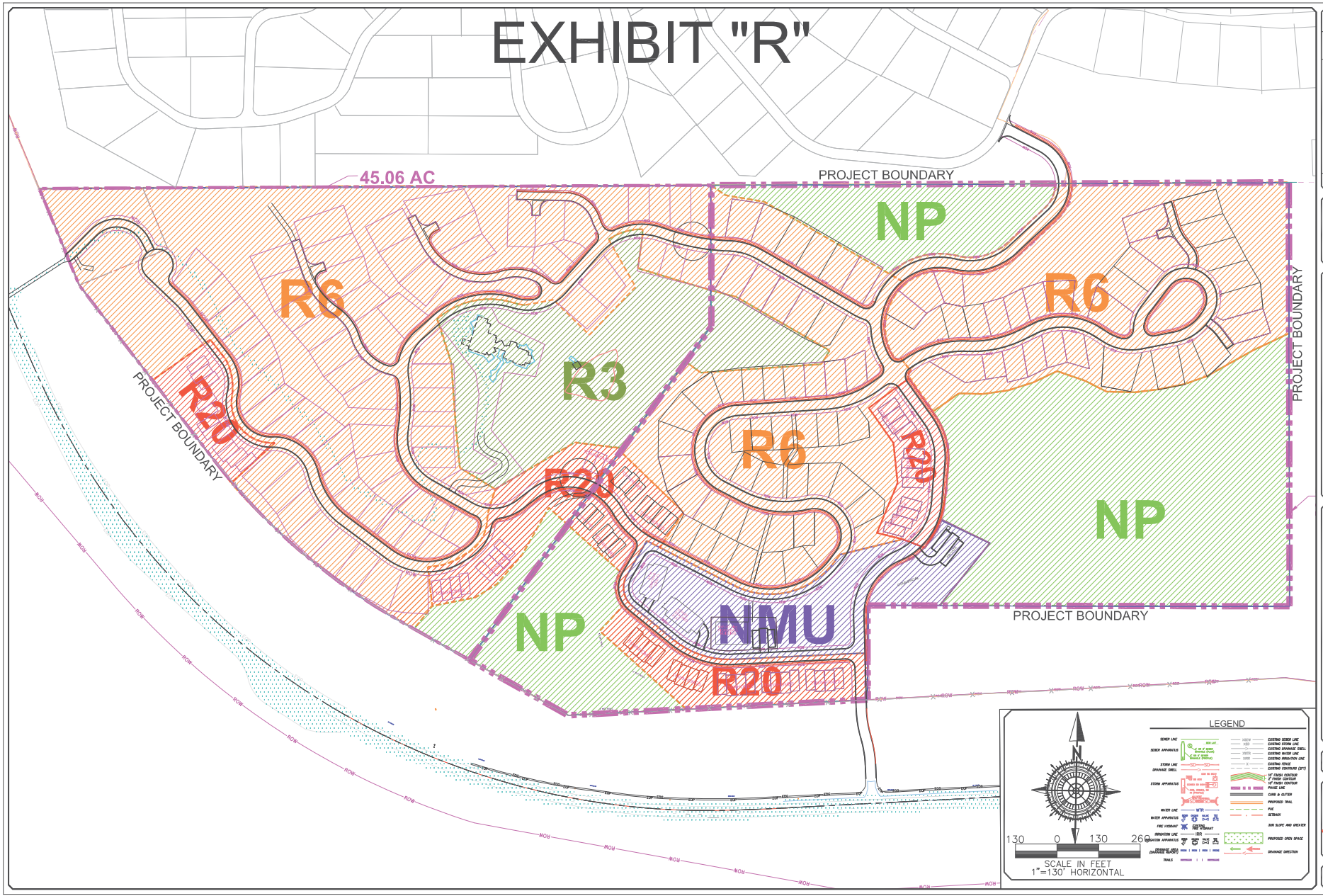
HIDEOUT CITY SIGN

Hideout, Utah

Western States Ventures . 2265 E. Murray Holladay Rd. Holladay, Utah

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

EXHIBIT "R"



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 551065 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
PRE2024-000225

HIDEOUT
TOWN

REVIEW COPY
NOT FOR CONSTRUCTION

SHEET NO. ZONE

EXHIBIT S

ELK HORN VARIANCES

SETBACK VARIANCES

FRONT SETBACKS (Gas behind curb, power and phone in PUE)

FRONT YARD SETBACK VARIANCES

min lot with
R6 Code=200' min lot width
R20 Code=250' min lot width
UDOT 50' setback variance
NMU Code=100' min lot width

Lot #	Type	Proposed Zone (existing code setbacks)	Proposed Side Setback	Proposed Rear Setback	4' front lot stagger variance	UDOT Variance in Feet	Variance Needed
101	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
102	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
103	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
104	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
105	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
106	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
107	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
108	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
109	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
110	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
111	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
112	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
113	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
114	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
115	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
116	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
117	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
118	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
119	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
120	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
121	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
122	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
123	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
124	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
125	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
126	Residential	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES
201	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
202	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
203	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
204	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
205	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
206	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
207	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
208	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
209	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
210	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
211	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		16	YES
212	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES
213	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
214	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
215	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
216	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
217	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
218	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
219	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
220	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
221	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
222	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES
223	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES

	224	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	225	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	226	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	227	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	228	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	229	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	230	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	231	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	232	Townhouse	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	233	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	234	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	235	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	236	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	237	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	238	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	239	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	240	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	241	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	242	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	243	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	244	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	245	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	246	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	247	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	248	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	249	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	250	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	251	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	252	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	253	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	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				YES	
	302	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	303	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	304	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	305	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	306	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	307	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	308	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	309	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	310	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	311	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	401	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	402	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	403	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	404	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	405	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	406	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	407	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	408	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	409	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	410	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	411	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	412	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	413	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	414	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	415	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	416	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	

	417	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	418	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	419	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	420	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	421	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	422	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	423	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	424	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	425	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	5			YES	
	426	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	10			YES	
	427	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	428	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	429	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	501	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	502	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	503	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	504	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	505	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	506	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	507	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	
	508	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	509	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	510	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	511	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	512	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	513	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	514	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	515	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	516	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	517	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	518	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	519	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	520	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	521	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		11	YES	
	522	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		29	YES	
	523	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		31	YES	
	524	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		34	YES	
	525	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		32	YES	
	526	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		22	YES	
	527	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20		9	YES	
	528	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	529	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	530	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			17	YES	
	531	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			27	YES	
	532	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			25	YES	
	533	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			26	YES	
	534	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			20	YES	
	535	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10			16	YES	
	536	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20	YES		YES	
	537	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	538	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	539	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	540	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	541	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	542	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	543	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	544	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20	YES		YES	
	545	TOWNHOUSE	R20 (FRONT 25', REAR 50', SIDE 50')	0' INT, 10' EXT	20			YES	
	601	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	602	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10		YES		YES	

	603	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	604	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	605	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	606	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	607	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	608	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	609	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	610	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	611	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	8			YES	
	612	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10	8			YES	
	613	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	614	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	615	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	616	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	617	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	618	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	619	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	620	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	621	EXISTING RESIDENTIAL	R3					YES	
	701	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	702	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	703	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	704	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	705	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	706	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	707	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	708	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	709	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	710	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	711	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	801	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	802	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	803	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	804	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	805	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	806	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	807	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	808	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	
	809	RESIDENTIAL	R6 (FRONT 25', REAR 20', SIDE conditional')	10				YES	

EXHIBIT S

	RETAINING WALL VARIANCES					
		Max Code Allowed (5ft)				
	Wall #	**Wall Height (ft)**	**Wall Length (ft)**	**Location**	**Notes**	
	1	2' to 10’ to 2’	240	outlet to UDOT west of unit 516	south side of road	
	2	2' to 12’ to 2’	260	along UDOT units 520-527	along UDOT row	
	3	2' to 7' to 2’	120	east of lot 801	south side of shared driveway	
	4	2' to 10' to 2’	330	east of lot 801		
	5	2' to 10' to 2’	290	north of existing house		
	6	2' to 10’ to 2’	183	new access to ex house		
	7	2' to 12' to 2’	210	behind unit 220		
	8	2' to 12’ to 2'	110	behind units 217-220		
	9	2' to 10' to 2’	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 grading road 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	fills 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 - Roads	
	Town code 3:1 TO DAYLIGHT	
	Proposed 2:1 TO DAYLIGHT	
	WETLANDS	
	Town code: 100' SETBACK	
	Proposed 5 foot rear setback for Lot 426 and 10 foot rear setback for Lot 425; rear lot lines for these two lots are 0 feet from what may be wetlands. Storm drain runoff flows here; if classified as a wetland, it's manmade.	
	SHARED DRIVEWAYS	
	SHARED DRIVEWAYS -- 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 (EXCLUDING 16 AC PARK)
	City code: all trails 10' asphalt
	Proposed : 4' gravel trails
	Proposed stairs on trails 12' row
	MINIMUM LOT WIDTHS
	ZONE R6 CODE: 75'
	ZONE R6 PROPOSED 65' AND 85'
	ZONE R20 CODE: 250'
	ZONE R20 PROPOSED 28.17'
	FRONT PUE
	City standard 10' front PUE
	Proposed 5' Front PUE
	EXISTING RESIDENTIAL HOME (LOT 621)
	City Codes: 8,712 Maximum Lot Coverage
	Proposed: Current House Lot Coverage is approximately 14,348 square feet
	City Code: Maximum building height 35 feet
	Proposed: Current house's height is approximately 46 feet
	Proposed: any other required variances for the existing house and Lot, and related current improvements on the Lot

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, except as set forth below.)

- 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.

In addition, the Development Agreement states in Section 1.2.2: "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, along with 1 water ERU." 1 ERU for indoor use is .45 ac-ft, and subject to the condition listed immediately above, this would be in addition to the amount of water listed above.