



HIDEOUT, UTAH PLANNING COMMISSION REGULAR MEETING AND PUBLIC HEARING

July 17, 2025

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, July 17, 2025.

All public meetings are available via ZOOM conference call and YouTube Live.

Interested parties may join by dialing in as follows:

Zoom Meeting URL: <https://zoom.us/j/4356594739>

To join by telephone dial: US: +1 408 638 0986

Meeting ID: 435 659 4739

YouTube Live Channel: <https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/>

Regular Meeting and Public Hearings

6:00 PM

I. Call to Order

II. Roll Call

III. Approval of Meeting Minutes

1. [June 26, 2025 Planning Commission Minutes DRAFT](#)

IV. Public Hearings

1. Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain Residential (MR) Zoning District. ***This item will be postponed to a date to be determined at the July 17, 2025 Planning Commission meeting and will not be discussed at this meeting.***

2. Discussion and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision. ***This item will be postponed to a date to be determined at the July 17, 2025 Planning Commission meeting and will not be discussed at this meeting.***

3. Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development. ***This item will be postponed to a date to be determined at the July 17, 2025 Planning Commission meeting and will not be discussed at this meeting.***

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

5. [Discussion and possible recommendation to Town Council regarding a Master Development Agreement \(MDA\) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals.](#)

V. Meeting Adjournment

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

File Attachments for Item:

1. June 26, 2025 Planning Commission Minutes DRAFT

Minutes

Town of Hideout Planning Commission
Regular Meeting and Public Hearings
June 26, 2025
6:00 PM

The Planning Commission of Hideout, Wasatch County, Utah met in a Rescheduled Regular Meeting on June 26, 2025 at 6:00 PM electronically via Zoom and in person in the City Council Chambers located at 10860 N. Hideout Trail, Hideout, Utah.

Regular Meeting and Public Hearings

I. Call to Order

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

II. Roll Call

Present: Chair Tony Matyszczyk
Commissioner Joel Pieper
Commissioner Glynnis Tihansky
Commissioner Donna Turner
Commissioner Brad Airmet (alternate)

Attending Remotely: Commissioner Rachel Cooper

Excused: Commissioner Chase Winder (alternate)

Staff Present: Alicia Fairbourne, Recorder for Hideout
Kathleen Hopkins, Deputy Recorder for Hideout

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

Public in Person or Attending Remotely: Brad Anderson, Jerry Crylen, Carol Haselton, Richard Otto, Tim Schoen, Van Sickle and others who may not have signed in using proper names in Zoom.

III. Approval of Meeting Minutes

1. May 29, 2025 Planning Commission Minutes DRAFT

Commissioner Donna Turner made a comment which was incorporated into the May 29, 2025 draft minutes.

1
2 *Motion: Commissioner Pieper moved to approve the May 29, 2025 Planning Commission*
3 *Minutes with the corrections discussed. Commissioner Turner made the second. Voting Yes:*
4 *Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and*
5 *Commissioner Turner. Voting No: None. Abstaining from Voting: None. Absent from Voting:*
6 *None. The motion carried.*

7 **2. June 10, 2025 Planning Commission Minutes DRAFT**

8 There were no comments on the June 10, 2025 Planning Commission minutes.

9 *Motion: Chair Matyszczyk moved to approve the June 10, 2025 Planning Commission*
10 *Minutes. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair*
11 *Matyszczyk and Commissioner Pieper. Voting No: None. Abstaining from Voting:*
12 *Commissioner Tihansky and Commissioner Turner. Absent from Voting: None. The motion*
13 *carried.*

14 **IV. Agenda Items**

15 **1. Administration of the Oath of Office to the newly appointed Alternate Planning**
16 **Commissioner**

17 Chair Matyszczyk announced Brad Airmet had been appointed an alternate voting member of the
18 Planning Commission by the Town Council. Recorder for Hideout Alicia Fairbourne read the
19 Oath of Office and officiated Commissioner Airmet as an alternate Planning Commissioner.

20
21 *Clerk's note: The agenda was re-ordered from the original publication.*

22 **V. Public Hearings**

23 Chair Matyszczyk stated the matters related to the Wildhorse and Elkhorn Springs developments
24 would not be discussed at this meeting and requested they be continued to the July 17, 2025
25 Planning Commission meeting. As these matters had been noticed for public hearing, each item
26 was opened for public comment.

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

30
31 Chair Matyszczyk opened the floor for public comment at 6:09 PM. There was no public comment,
32 and the public hearing was closed at 6:09 PM.

33 *Motion: Commissioner Tihansky moved to continue the consideration and possible approval*
34 *of Conditional Use Permit for the Wildhorse Development to the July 17, 2025 Planning*
35 *Commission meeting. Commissioner Pieper made the second. Voting Yes: Commissioner*
36 *Airmet, Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner*
37 *Tihansky and Commissioner Turner. Voting No: None. Absent from Voting: None. The*
38 *motion carried.*

1
2. Discussion and possible recommendation regarding an amendment of the Official Town of
3 Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from
4 Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is
5 located on the northern side of SR-248, between the Woolf property and the Klaim
6 Subdivision.

7
8 Chair Matyszczyk opened the floor for public comment at 6:11 PM. There was no public comment,
9 and the public hearing was closed at 6:11 PM.

10
11 *Motion: Commissioner Tihansky moved to continue the discussion and possible amendment
12 of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse
13 Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU) to the July 17,
14 2025 Planning Commission meeting. Commissioner Airmet made the second. Voting Yes:
15 Commissioner Airmet, Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper,
16 Commissioner Tihansky and Commissioner Turner. Voting No: None. Absent from Voting:
17 None. The motion carried.*

18
19
20 3. Discussion and possible recommendation to the Hideout Town Council regarding a Master
21 Development Agreement (MDA) for the Wildhorse Development.

22
23 Chair Matyszczyk opened the floor for public comment at 6:12 PM. There was no public comment,
24 and the public hearing was closed at 6:12 PM.

25
26 *Motion: Commissioner Turner moved to continue the discussion and possible
27 recommendation to the Hideout Town Council regarding a Master Development Agreement
28 for the Wildhorse Development to the July 17, 2025 Planning Commission meeting.
29 Commissioner Airmet made the second. Voting Yes: Commissioner Airmet, Commissioner
30 Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner
31 Turner. Voting No: None. Absent from Voting: None. The motion carried.*

32
33
34 4. Discussion and possible recommendation to Town Council regarding an amendment of the
35 Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, and 00-
36 0020-8184 (the “Elkhorn Springs” Development) from Mountain (M) zone to Neighborhood
37 Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).

38
39 Chair Matyszczyk opened the floor for public comment at 6:14 PM. There was no public comment,
40 and the public hearing was closed at 6:14 PM.

41
42 *Motion: Commissioner Tihansky moved to continue the discussion and possible
43 recommendation to the Hideout Town Council regarding an amendment of the Official
44 Hideout Zoning Map to rezone parcels 00-000-8181, 00-0020-8182, and 00-0020-8184 (the
45 “Elkhorn Springs” Development) from Mountain (M) zone to Neighborhood Mixed Use
46 (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP) to the July
47 17, 2025 Planning Commission meeting. Commissioner Turner made the second. Voting Yes:
48 Commissioner Airmet, Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper,*

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

5. Discussion and possible recommendation to the Town Council regarding a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals.

Chair Matyszczyk opened the floor for public comment at 6:15 PM. There was no public comment, and the public hearing was closed at 6:16 PM.

Motion: Commissioner Turner moved to continue the discussion and possible recommendations to the Hideout Town Council regarding a Master Development Agreement for the Elkhorn Springs Development to the July 17, 2025 Planning Commission. Commissioner Tihansky made the second. Voting Yes: Commissioner Airmet, Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No: None. Absent from Voting: None. The motion carried.

6. Discussion and possible recommendation to the Town Council of an ordinance amending the Hideout Town Standard Specifications and Drawings Manual regarding alternative standards.

Town Engineer Gordon Miner led a discussion of the proposed amendment to the Hideout Town Standard Specifications and Drawings Manual regarding alternative road standards. Commissioner Glynnis Tihansky asked why this was being proposed rather than including specific alternatives or variances in a Master Development Agreement. Mr. Miner explained the proposed alternative standards were not specific to a particular development but rather were conditions which the Town's General Plan Steering Committee suggested for future use where certain criteria were met. He noted if these standards were adopted by the Town Council, they would apply to any future applicants which met the criteria.

Town Attorney Polly McLean clarified the use of the terms variances, variations or alternatives as discussed in the proposed standards. Commissioner Tihansky asked how many streets to which these standards might be applicable. Mr. Miner responded they could apply to any future development which met the conditions which included a dead-end street and a limited number of residences on the street.

Mr. Miner discussed the existing road standards as well as the proposed alternative standards which were based on a set of objective criteria. He reviewed the specific proposals for street parking and sidewalks, and noted the proposed alternative standards met fire code. Commissioner Joel Pieper suggested adding a clarification on destinations to include commercial facilities or trails.

Discussion ensued regarding the specific terms for the Proposed Local Street Variance Criteria which would be referenced in the ordinance. Commissioner Airmet asked for clarification on whether street parking could be eliminated where no homes were planned. Mr. Miner discussed the minimum road widths and fire hydrant requirements for roads without homes, noted a footnote to be added to Table 5 which would include “as approved by Wasatch County Fire District” and discussed in detail each item included in the meeting materials.

1 Commissioner Rachel Cooper asked about the rationale for creating exceptions and re-stated her
2 objections to altering the standards. Mr. Miner discussed his efforts to include objectivity and need
3 in the proposed standards. Commissioner Cooper noted her concerns with changing standards that
4 are not enforced, as well as concerns regarding safety. Discussion ensued regarding the limit of
5 thirteen homes, as well as requirements for guest parking spots. Town Planner Thomas Eddington
6 noted additional guest parking spaces were generally required in larger subdivisions.

7 Chair Matyszczyk noted two emails he had received from the public with comments on this matter
8 which would be included in the final meeting materials. There being no further questions from the
9 Planning Commissioners, the public hearing was opened at 7:04 PM. There were no public
10 comments, and the public hearing was closed at 7:05 PM.

11 *Motion: Commissioner Tihansky moved to recommend to Town Council an ordinance
12 amending the Hideout Town Standard Specifications and Drawings Manual regarding
13 alternative standards to include clarification on the conditional language for the Proposed
14 Local Street Variance Criteria including inclusion of commercial facilities and trails in item
15 2A of that section; note to Table 5 to reference approval from Wasatch County Fire District
16 and to correct the Local Access Road exhibit to read 53-foot right of way rather than 54-foot.
17 Commissioner Pieper made the second. Voting Yes: Commissioner Airmet, Chair Matyszczyk,
18 Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No:
19 Commissioner Cooper. Absent from Voting: None. The motion carried.*

20
21 **VI. Meeting Adjournment**

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

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

27 The meeting adjourned at 7:10 PM.

28
29
30
31 Kathleen Hopkins
Deputy Recorder for Hideout

File Attachments for Item:

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

Elk Horn Springs Development Request to Upzone 115 Acres & MDA w/ Waivers

Staff Report/Presentation

July 17, 2025
Planning Commission Meeting

Approved Concept Plan w/Conditions (February 18, 2025)

Lot Configuration and Road Network

Proposed Density: 226 lots (units)

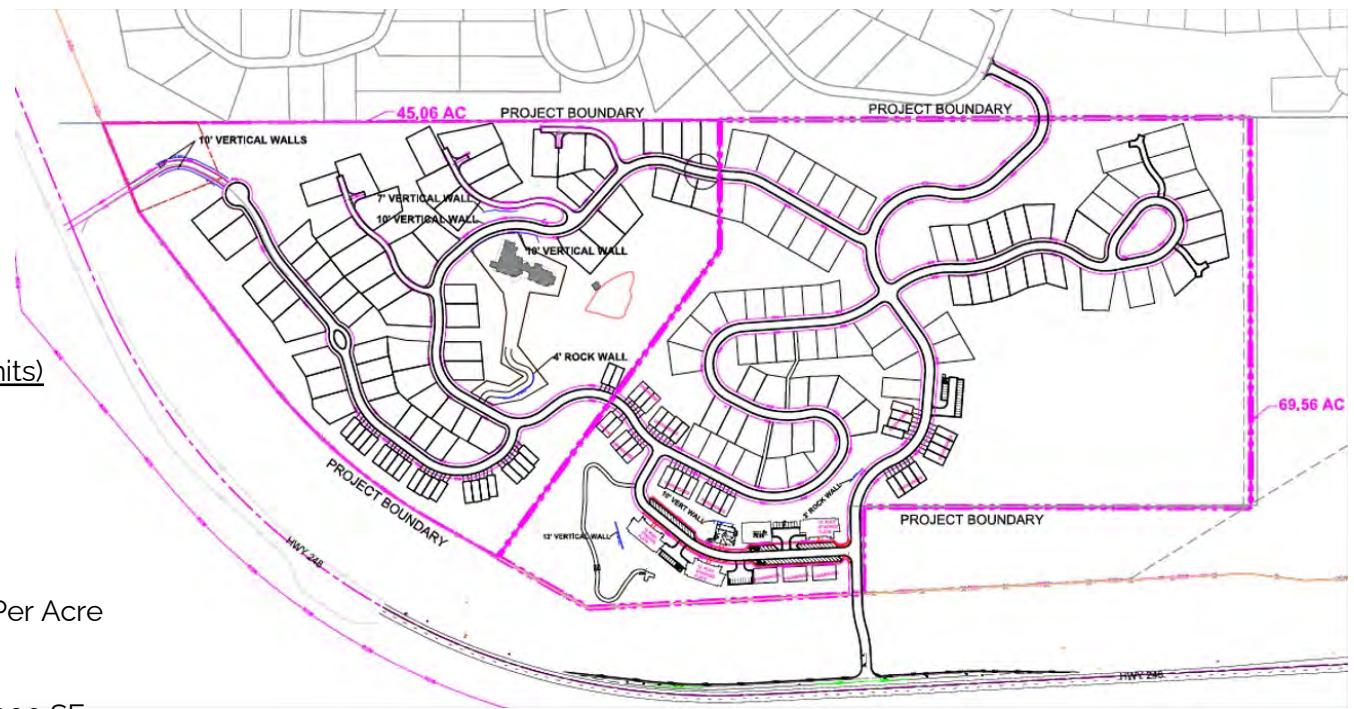
SF	137 units
TH	53 units
Stacked	36 units

Development Area: 115 acres

Density : 1.96 Units Per Acre

2 - 3 Commercial
Pads

10,000-15,000 SF
(footprint)



Revised Concept Plan (July 7, 2025)

Lot Configuration and Road Network

Proposed Density: 229 lots (units)

SF 139 units

TH 66 units

Stacked 24 units

Development Area: 115 acres

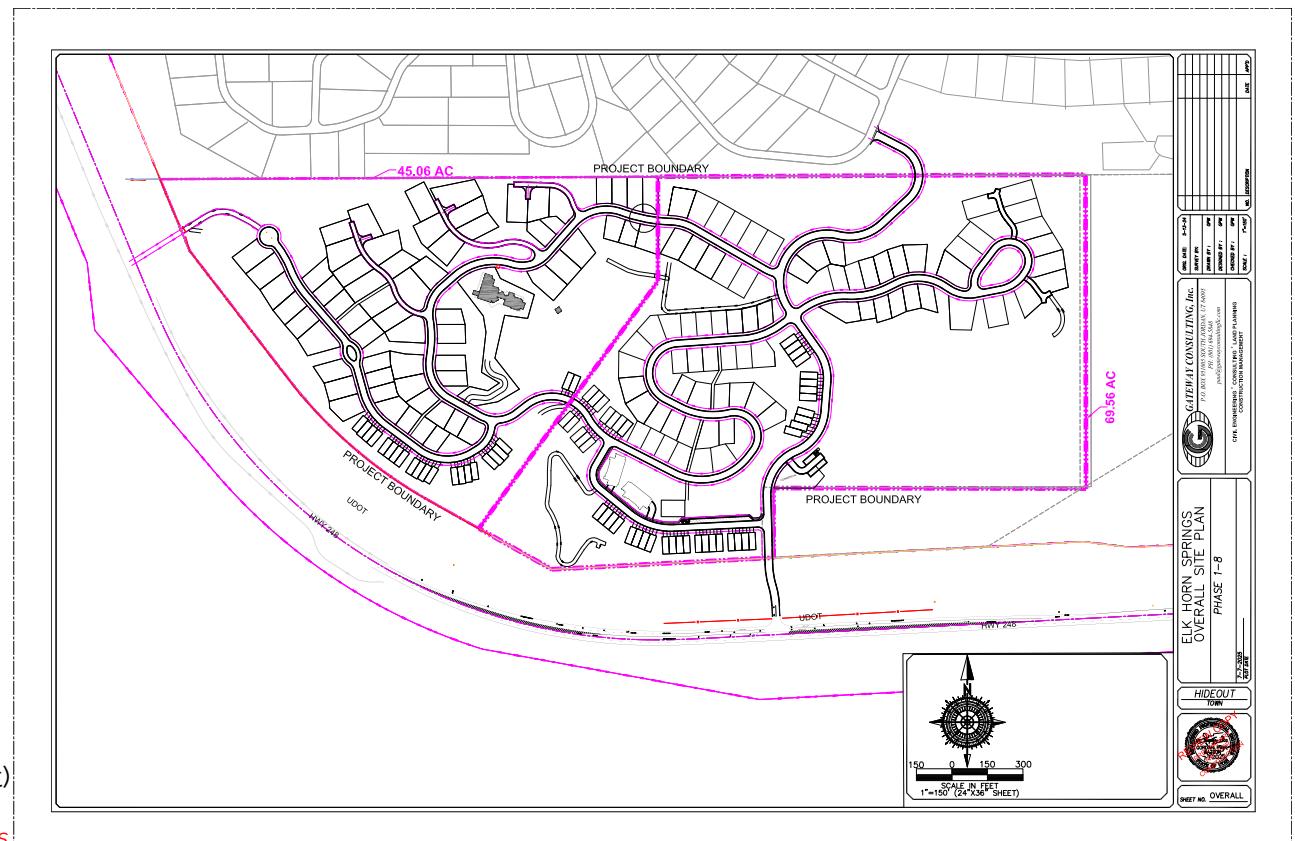
Density : 1.99 Units Per Acre

1 Commercial

Pad 14,000 SF (footprint)

**May or may not be built per Applicant*

***Land allocation is not large enough to support this*



Planning Commission's Direction (May 2025)

Elk Horn Springs – Revisions per Planning Commission Review

- Remove density from the east side of the main spine road to protect the wildlife corridor and steep slopes (See draft/revised concept plan)
- Reconfigure the neighborhood center area; residential above commercial?
- Significantly increase landscaping and screening of all stormwater basins
- Propose different architectural styles and lot sizes from what has previously been built in the Town
- Have the HOA build and maintain the community center (w/pool), pickleball courts, plaza, dog park, trails, and frisbee golf. If nightly rentals were to be approved, this seems in line with a resort development. Allow for public use via easements for the trails, etc.
- If the roads are proposed to be private (except for the main entry road), provide the width and whether sidewalks/trails are proposed alongside the road. Maintenance is the responsibility of the HOA, right (wet/dry utilities, snow removal, infrastructure maintenance, etc.)?

Response:

- Deducted 10 TH and added 3 lots
- Removed commercial and added 12 TH
- Some added, much more necessary
- Agreed – but nothing yet submitted
- Remove the community center entirely. HOA to own trails, etc. but for public use
- Private roads except for spine road

Community Impact Mitigation Proposal

Response:

- \$950,000 donation to the Town for the engineering and design work for the Spine Trail along SR248, or other community amenity
 - No, removed
- Fabrication and installation of a new Town sign along SR248 (to match the one on the north side that is committed as part of the Deer Springs development); +/- \$125,000 value
 - No, removed
- Nate – explain/clarify the 0.33 of 1% of sale price that will be transferred to the Town. What is the total value estimated from each sale? Can this be increased to, say, 0.40 or 0.50 of 1%? Does this transfer fee apply to only the initial sale or subsequent sales?
 - 0.40 of 1% of sales price or +/- \$5000 per sale
- Is commercial development proposed, or no? If land dedication, it has to be substantial and include an agreement regarding the provision and management of temporary structures to program the area within a specific time-period and at below-market rental rates and for a duration to fully test proof of concept.
 - No, removed but commercial proposed on a pad site available for future (* pad site too small to develop)

Additional input from the Planning Commission regarding Community Impact Mitigation Proposal:

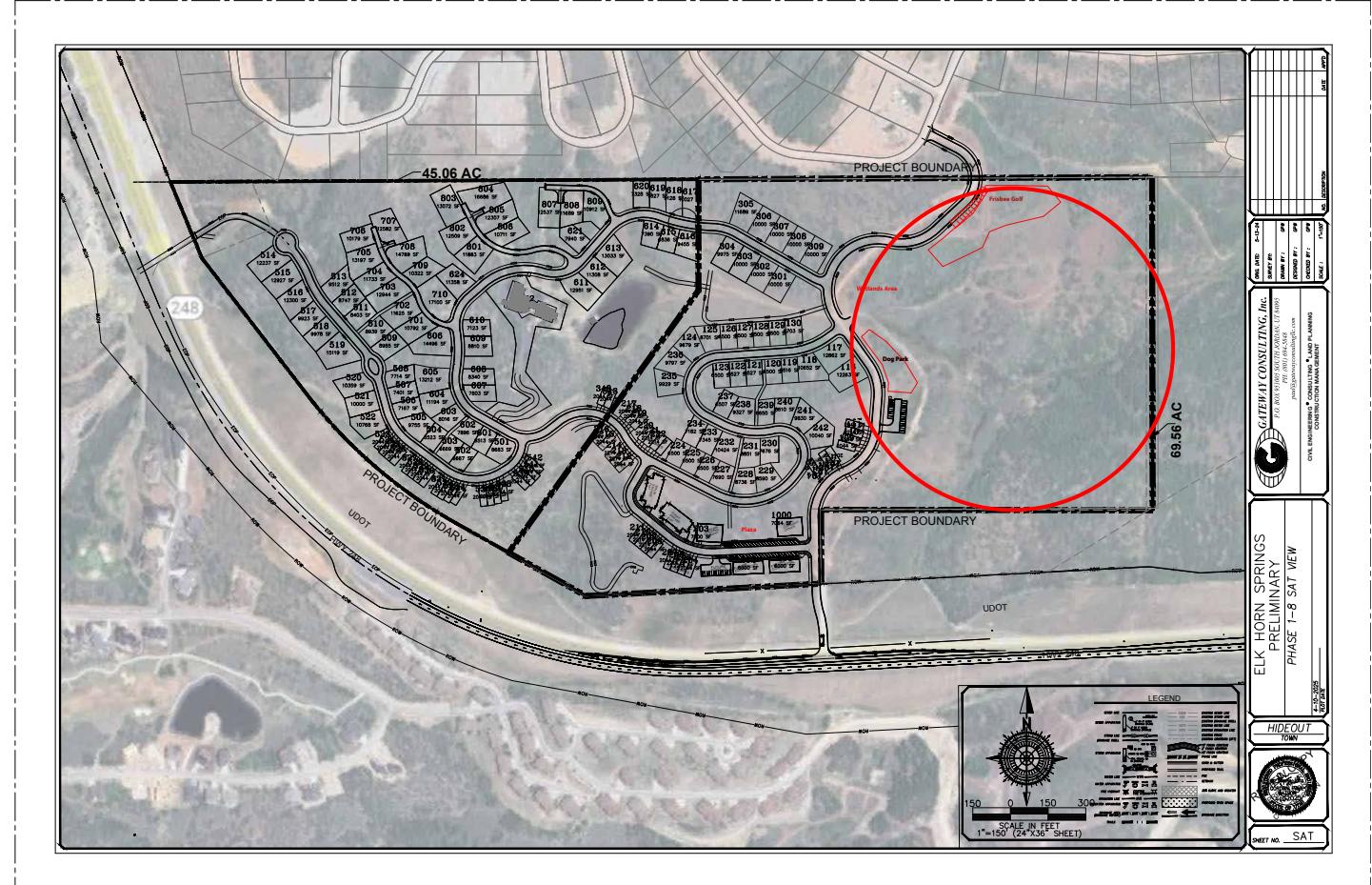
Response:

- Donation for an underpass or overpass (or percent of total cost) ○ No
- Donation of at least 3 – 5 acres of land future Town development ○ No
- Donation of extra water rights to the Town ○ No
- Donation of +/- \$1.5mn to move the Town’s Public Works operations to open Ross Creek for a new mixed-use neighborhood center ○ Donation: \$1mn in phase 1 and \$1mn in phase 2
- Other?

PC had concerns about development on the steeper slopes in Murdoch Hollow – drainage way for watershed and wildlife corridor

Push frisbee golf
up the slope

Locate dog park
next to parking



Proposed Request for
Up-Zoning
(increase in density from
+/-85 one-acre lots to
229 lots or an increase
of 169% [2.5x])

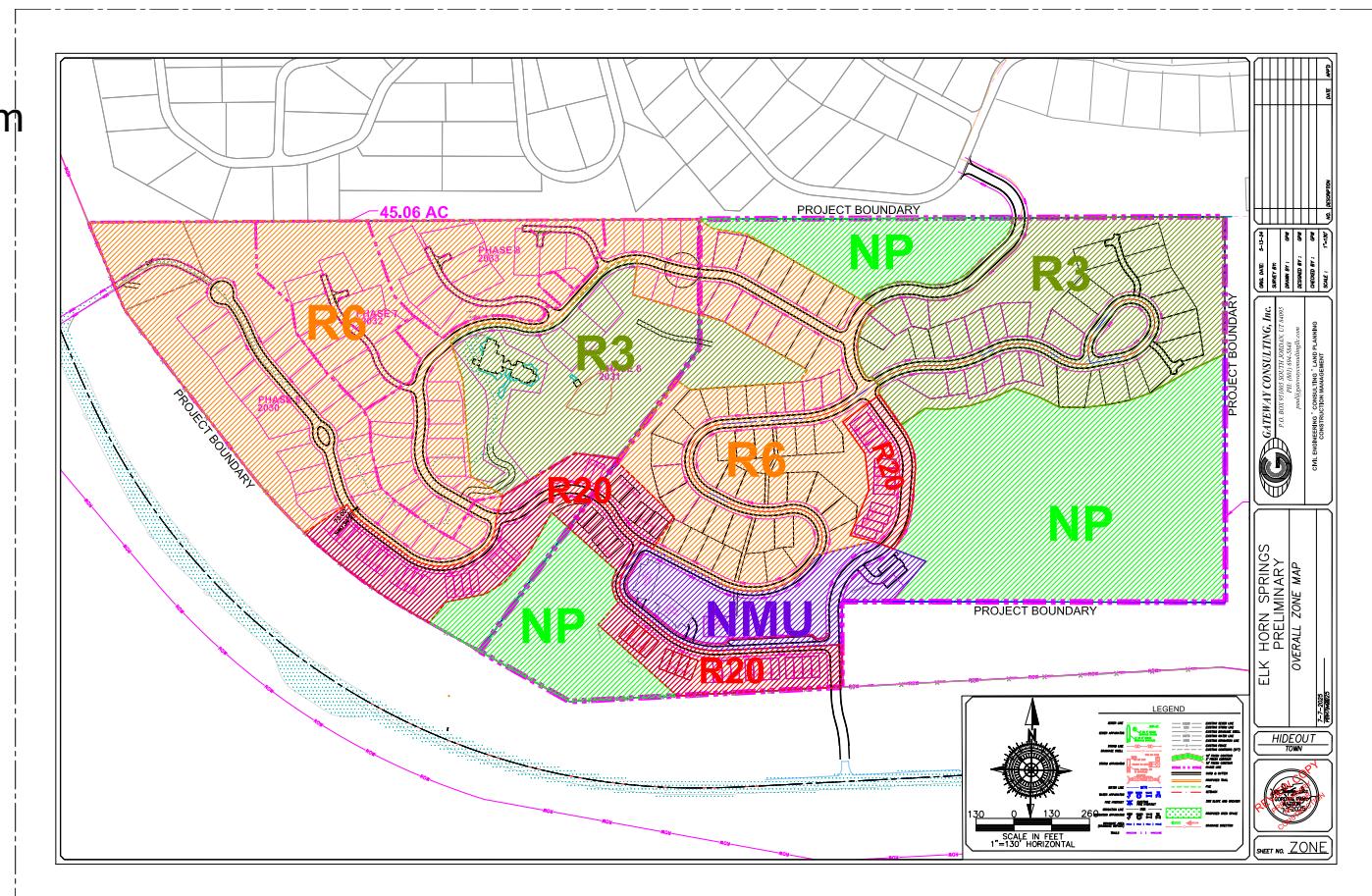
R3 – Up to 3 lots per acre

R6 – Up to 6 lots per acre

R20 – Up to 20 lots per acre

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

NP – Natural Preservation, no
buildings permitted



The Evolution of the Elkhorn Springs Project

Community Impact Mitigation Proposals

Elkhorn Springs				
	Site Plan - Version 1	Site Plan - Version 2	Current Site Plan - Version 3	
	22-May-25	26-Jun-25		11-Jul-25
Total Units	212	230		230
<u>Community Impact Mitigation Offers</u>				
Entry Sign (south end of Town)	\$150,000	\$0		\$0
Spine Trail - Soft Costs (surveying, engineering, and design)	\$950,000	\$0		\$0
Indoor Pickleball Courts (2 indoor courts)	\$1,000,000	\$0		\$1,000,000
Community Clubhouse	\$1,500,000	\$0		\$0
Two Commercial Pad Sites w/ Buildings	\$4,800,000 <small>& Sales Tax Revenue</small>	\$0		\$0
Commercial Pad Prototype Building	\$300,000 <small>TBD</small>	\$500,000		\$0
Cash Payment #1 (90 days after MDA signing)	\$0	\$2,000,000		\$1,000,000
Cash Payment #2 (6 months after MDA signing)	\$0	\$1,000,000		\$1,000,000
Cash – 1 Time Only - Real Estate Transfer Fee (assumes \$1.5 mn average sale)	\$1,200,000 <small>0.35 of 1%</small>	\$1,375,000 <small>0.4 of 1%</small>		\$1,375,000 <small>0.4 of 1%</small>
Total Value to Community	\$9,900,000	\$4,875,000		\$4,375,000
Land Dedication	2+ acres considered	Maybe the 18,000 SF Pad?		Option for Applicant to develop commercial pad; no requirement
Dedication of the two well sites (Van King Report)	TBD	Yes		No, not included in the draft MDA
Other	Yes - Short term rentals	TBD		Yes, in MDA but not recommended by PC

Specific Site Plans for Review

Exhibit B: General Concept Plan



Exhibit G: Cut and Fill

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

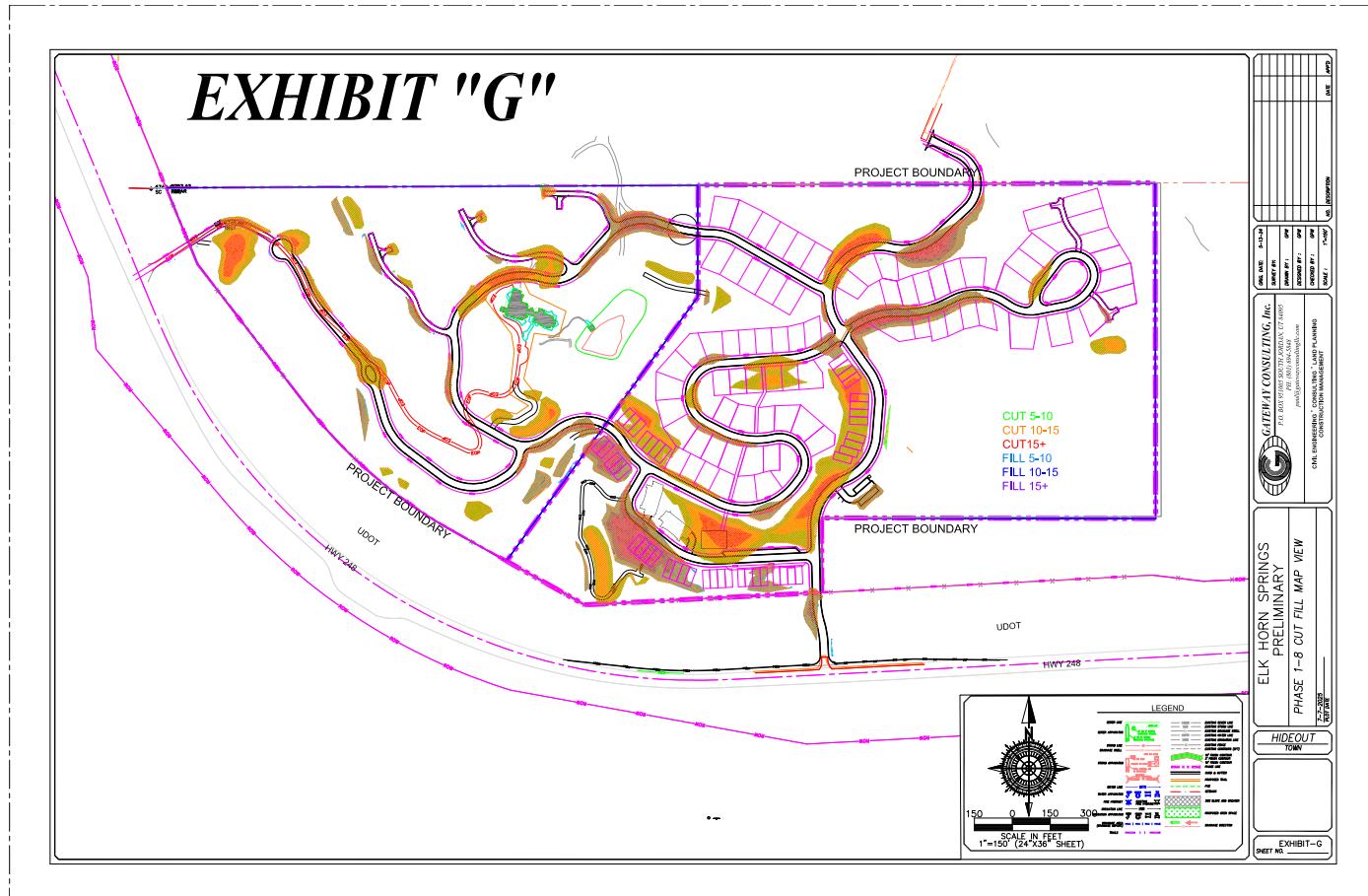
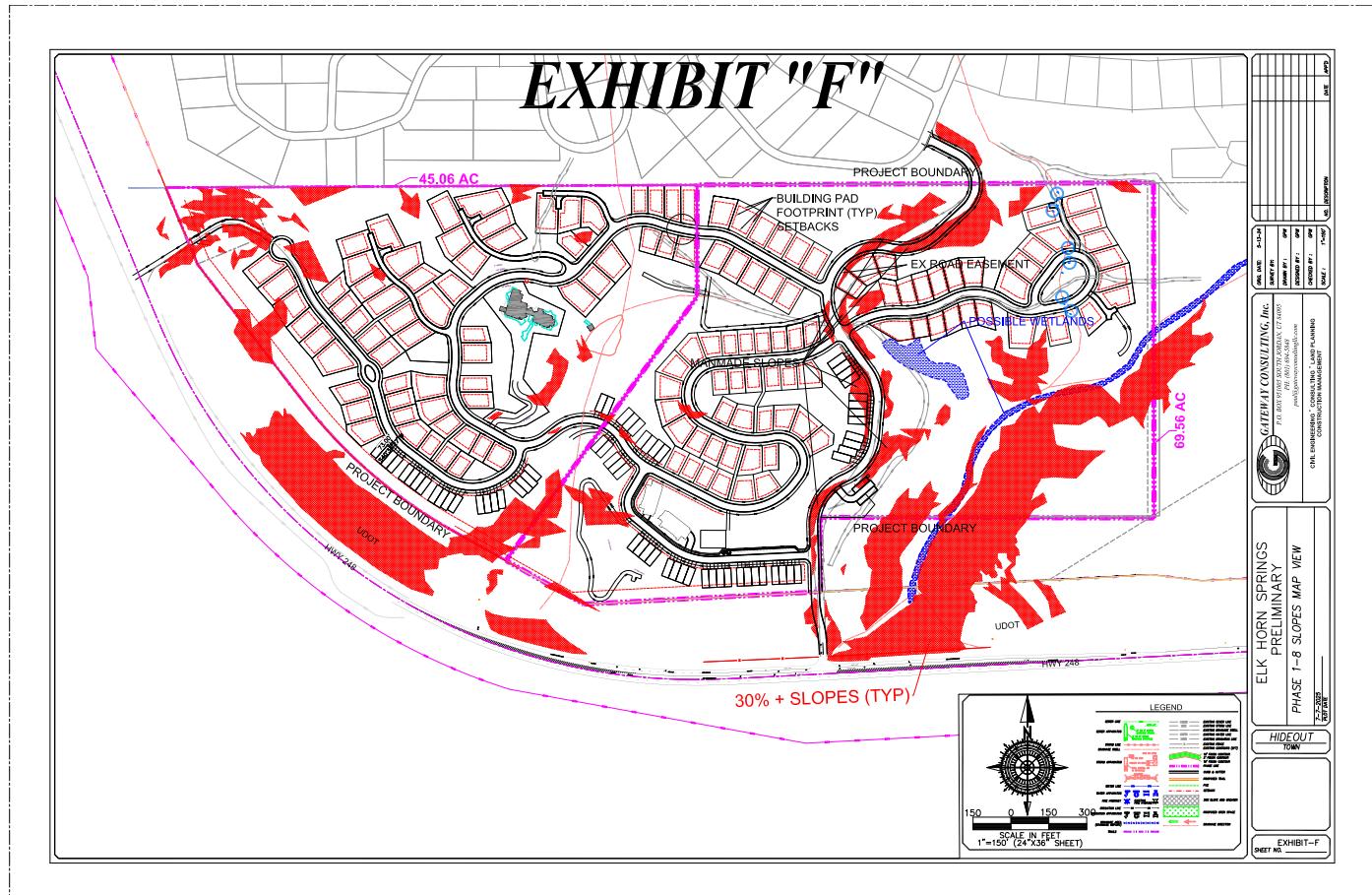


Exhibit F: Steep Slopes

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



Proposed Slope Disturbance

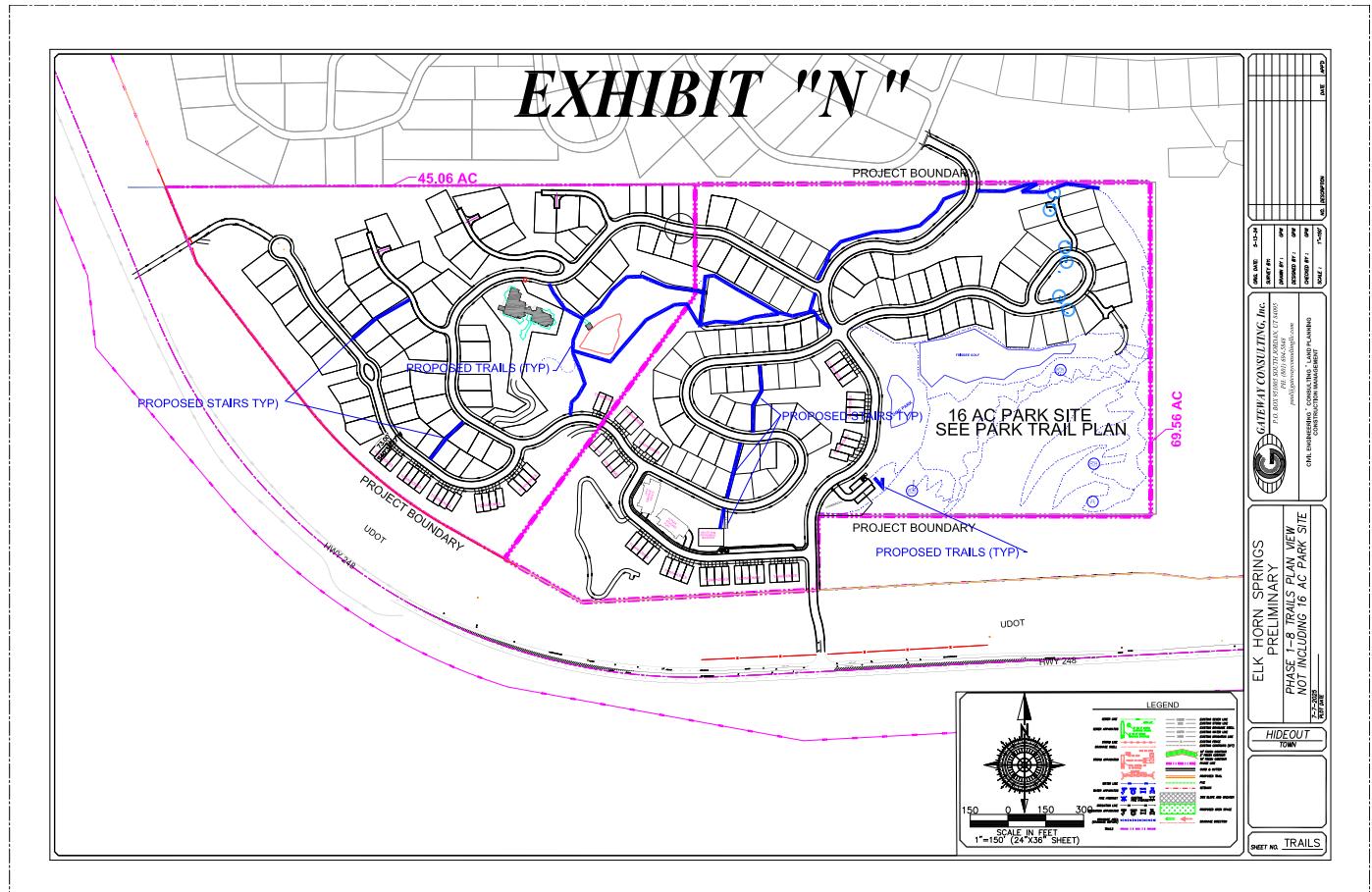
- A proposed landscaping plan is required for all stormwater basins (circled in red). The proposed basin along SR248 will require significant screening. Profiles of the basins shall be provided for review. The proposed landscape plan is insufficient.



Exhibit N:

Trail Network, Frisbee Golf, and Dog Park

- Recreational trails are located in the wildlife corridor
- Dark blue lines represent neighborhood connectivity and stairs to traverse steep slopes
- The Developer should provide some type of walkways along the roads – CG (crushed granite) walking trails to keep pedestrians off the road
- Land Dedication? Applicant to confirm the 16 acres will deed restricted for recreation/open space, maintained by the HOA and for public use.
- Applicant to confirm the pickle-ball building to be dedicated to the Town.



Code Requirements for Open Space and Recreational Amenities

- Per Public Space Amenities as Requirements for Development (10.08.34), 3 acres per 100 units are required (or approx. 6.25 acres for this project) – active ball fields, parks, gathering areas/centers, seating, etc. Trails are also a requirement of the Town's code.
- The Applicant shall confirm the acreage of:
 - The park/plaza: _____
 - The frisbee golf course: _____
 - The pickle-ball building: _____

Architectural Design & Community Character

The Planning Commission requested more architectural variety and housing typology; nothing new has been submitted

Proposed Housing Typology – Design Standards



HOLMES
HOMES
Quality Homes Since 1987

HOLMES
HOMES
Quality Homes Since 1987

Proposed Housing Typology – Stacked Flats



Compliance with General Plan?

2019 General Plan

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

2.1 Vision Statement

Hideout, Utah is a community that treasures both its residents and its environment.

As such, Hideout's vision is to:

preserve outstanding views

cultivate an inviting neighborhood atmosphere

build a connected community

2.1.1 To Preserve Outstanding Views,

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

2.1.2 To Cultivate an Inviting Neighborhood Atmosphere,

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

2.1.3 To Build a Connected Community,

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



preserve
outstanding
views

cultivate
an inviting
neighborhood
atmosphere

build a
connected
community

4.5.1 Hideout's housing goals are to:

1. Create an inviting neighborhood atmosphere by implementing design standards to coordinate the aesthetic and cohesiveness of the built environment.
2. Encourage a balanced mix of housing types to provide desirable options for current and potential residents.

3.4.1 Hideout's land use goals are to:

1. Preserve the viewsheds, green space, and unique topography by updating and enforcing a zoning code that reflects Hideout's Community Vision.
2. Maintain the unique character of Hideout by managing intensity of land use and promoting a mix of residential and commercial uses appropriate for the community.

8.4.1 Hideout's environment goals are to:

1. Prioritize the protection of Hideout's stunning viewsheds and existing natural environment by limiting the negative impacts of development and mitigating potential natural hazards such as fire and manmade hazards such as pollution.
2. Organize community recycling efforts.
3. Encourage interaction with the natural beauty of Hideout by installing community-minded open spaces including parks and trails.
4. Promote conservation and preservation practices among Hideout residents to better protect the local environment.

5.4.1 Hideout's economic development goals are to:

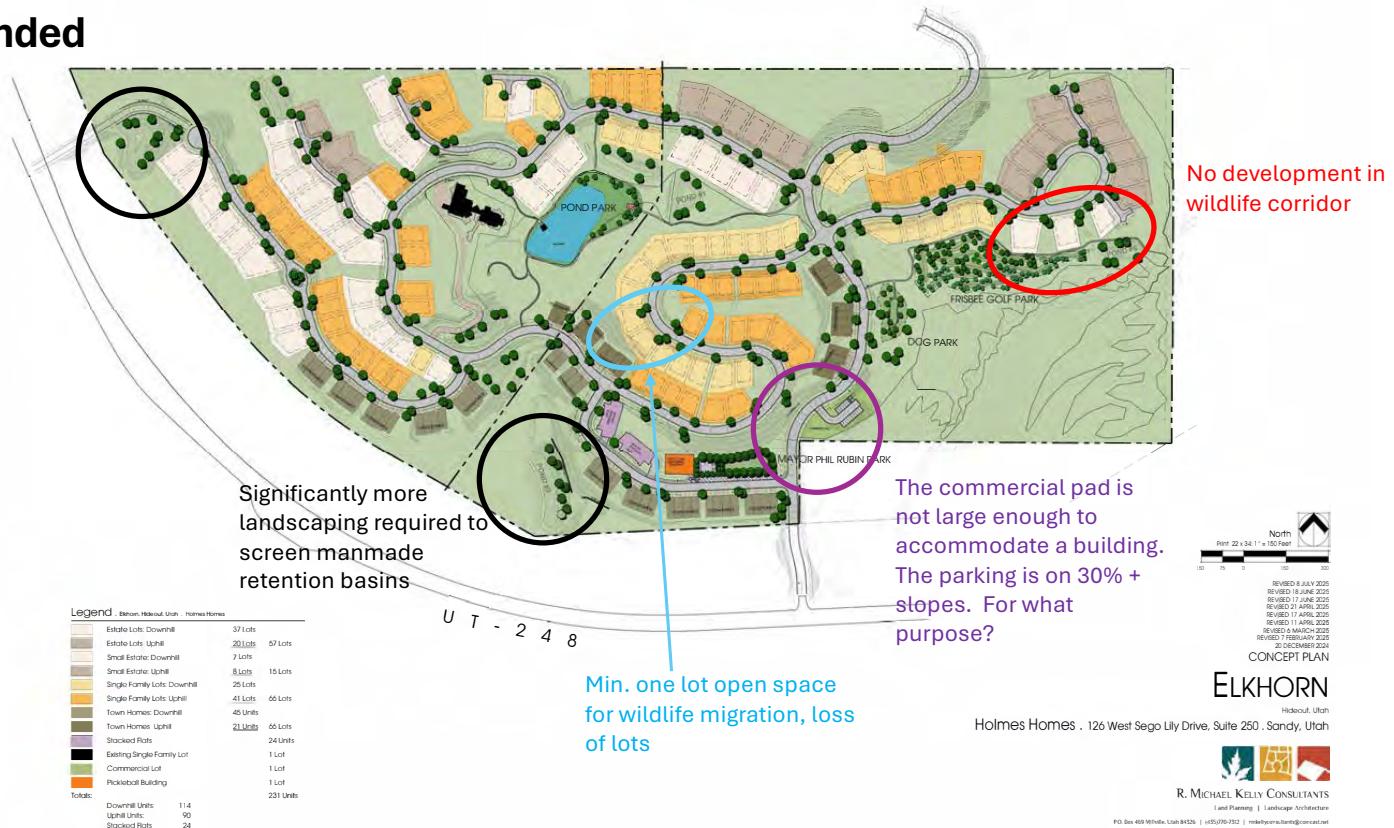
1. Increase the livability of Hideout by encouraging appropriate commercial uses to serve resident needs.
2. Coordinate with local developers to enhance public gathering spaces and community connectivity.
3. Encourage commercial uses that are financially beneficial to the Town to improve resident quality of life and generate revenue to expand and maintain public infrastructure.

6.4.1 Hideout's transportation goals are to:

1. Connect the community through public pedestrian, bicyclist, and motor vehicle facilities.
2. Improve the quantity and quality of trails in the area.
3. Increase the frequency of transit services to nearby cities.
4. Address user and wildlife safety concerns related to SR-248.

Revisions Recommended for PC Consideration if Favorably Recommended

- Is the PC supportive of the increase in townhouse units? And the **linear composition** along the main entry to the neighborhood?
- The density is significant on the small lots throughout the site.
There should be a cottage (<1500SF) component to provide for additional housing types per the General Plan (this would create some more space between units as well).
- Prior to the PC recommending the project, a 3D model may be required per HMC 10.08.30B(b) if the PC needs it for final review



Waivers / Exceptions / Variances Requested per the MDA

- Sensitive Lands Ordinance (10.08.28):
 - Develop on slopes exceeding 30%
 - Exceed greater than 5' for cut/fill (greater than 15' in some cases)
- Public Space Amenities as Requirements for Development (10.08.34):
 - 3 acres per 100 units required (or approx. 6.25 acres for this project) – active ball fields, parks, gathering areas, seating, etc.
 - Community center, plaza, frisbee golf, and indoor pickleball in lieu of land area. **TO BE CONFIRMED BY APPLICANT**
- Retaining Walls:
 - Where retaining walls are limited to less than 10'-0" in height, the Applicant has identified six walls (some up to 150' in length) that will exceed this height (up to 12'-0" noted on plans, Applicant to confirm if greater)
- Short-term Rentals:
 - The entire 226 residential units are proposed to allow short-term rentals. **FOR DISCUSSION**
- Lot sizes and Setbacks:
 - Some lots will have reduced setbacks, generally in the rear yard

Estimated Revenues and Expenses

To be provided at the meeting

Master Development Agreement (MDA)

(See Attached Exhibit)

Direction Requested

File Attachments for Item:

5. Discussion and possible recommendation to Town Council regarding a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals.

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

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

R E C I T A L S

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

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

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

D. The Property is located in the Mountain Zone (“**M**”) (residential) and the Developer is seeking a rezone of the property to a combination of: Neighborhood Mixed Use (“**NMU**”); Residential Twenty (“**R-20**”); Residential Six (“**R-6**”); ~~Residential Three (“**R-3**”);~~ Small scale retail may be a permitted use rather than a conditional use in the NMU district; ~~and/or Small Scale Retail (“**SSR**”)~~.

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 “**Concept Plan**” as shown by **Exhibit B** (the “**Concept Plan**”). This Concept 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 Concept Plan, in and of itself, does not vest any particular layout or density. The Concept 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, road widths, etc. may reduce the allowable density on site.

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. **THIS PARAGRAPH SHOULD BE MOVED TO THE CONDITIONS SECTION.**

Developer shall have the ~~vested~~ right to develop a maximum of 229 residential dwelling units and lots (229 ERUs~~+~~) subject to the restrictions noted in Section I above, on the Property in the mix and configuration demonstrated in **Exhibit B**, plus one (13,942 square foot) retail/commercial lot with a building thereon (the size of which retail/commercial building ~~is at the Developer's sole discretion, regardless of any depiction thereof in the Exhibits hereto~~ shall be coordinated with the Town Planner in compliance with the HMC and the Design Guidelines), **OR CONSIDER BRINGING BACK TO THE PLANNING COMMISSION FOR REVIEW AND APPROVAL. THE LOT IS TOO SMALL FOR THE PROPOSED 13,942 SF BUILDING** which retail/commercial lot location is demonstrated in **Exhibit B** (and identified as Lot 1001 in other Exhibits hereto), and all of which residential and retail/commercial lots are set forth immediately below in Subsection “K.i.”. 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:

i. Maximum Density (residential): 229 lots/units. **WILDLIFE CORRIDOR**
ISSUES WILL REDUCE THIS BY A FEW LOTS

Single Family Units 139 lots/units

Townhouse Units 66 lots/units

Stacked Flats	24 lots/units
Retail/Commercial Lot/Space	1 lot (13,942 square foot lot), with a building, (the size of which building is at Developer's sole discretion)) THE LOT IS TOO SMALL FOR COMMERCIAL DEVELOPMENT. CONSIDER A LARGER LAND DEDICATION TO THE TOWN OR RIGHT SIZE THE LOT?

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

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

N. The Developer acknowledges that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its sole legislative discretion, approves a zone change for the Property (currently zoned as Mountain Residential), to a combination of: Neighborhood Mixed Use ("NMU"); Residential Six ("R-6"); Residential Three ("R-3"); and/or Small Scale Retail ("_____").

O. Under Ordinance 2025-O- [REDACTED], as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on [REDACTED], and adopted by the Town Council, 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. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated [REDACTED], 2025, attached hereto as **Exhibit D**, and (ii) Concept Plan, attached hereto as **Exhibit B**, together with related documents attached thereto, are hereby incorporated herein by reference (the "**Approval Documents**") and shall govern the development of the Project, subject to the provisions of the Development Agreement including the vested rights to construct the following:

Property Type	Maximum Unit Count (S.F./Units)	ERU Count
Retail/Commercial	1 lot (13,942 square feet lot), with a building, (the size of which building is at Developer's sole discretion)) <u>THE LOT IS TOO SMALL FOR COMMERCIAL DEVELOPMENT.</u> <u>CONSIDER A LARGER LAND DEDICATION TO THE TOWN OR RIGHT SIZE THE LOT?</u>	
Townhomes	66	
Single-Family Lots	139	
Stacked Flats	24	

The density outlined above is a maximum density ~~and is an entitled 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.

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

EXCEPTIONS, WAIVERS, VARIANCES

Hideout acknowledges that in approving this development it is granting certain exceptions, waivers and/or variances to the HMC, including:

INCLUDE CURRENT CODE STANDARDS FOR COMPARISON

- Retaining Walls – there are two 12 foot vertical retaining walls, as illustrated in **Exhibit E**. There are seven retaining walls 10 feet or less, as illustrated in **Exhibit E**. Certain retaining walls taper down to lower heights, as illustrated in **Exhibit EJ**.
- Sensitive Lands – description and map of where slopes greater than 30% are disturbed and how much they exceed 30% are illustrated 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' are illustrated in **Exhibit G**.
- As to 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, as illustrated in yellow in **Exhibit H**.
- No backyard setbacks on Lots 425 and 426, (which lot backyards are adjacent to open space and/or wetlands) as shown on Exhibits I-1 and I-2; and 5 foot **sidewards side yard** setbacks on Lots 401 through 406 and Lots 421 through 429 as shown on Exhibits I-1 and I-2. **The Applicant shall ensure future homeowners fully understand and/or sign documentation to ensure there is no rear yard encroachment into these areas. AT TIME OF ENGINEERING REVIEW, THESE LOTS MAY BE ELIMINATED OR REDUCED IN SIZE.**

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

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

1.4. 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. **THE TOWN PLANNER HAS NOT REVIEWED THESE IN DETAIL. THE PLANNING COMMISSION DIRECTED A GREATER VARIETY OF ARCHITECTURE AND HOUSING TYPES. THESE HAVE NOT YET BEEN INCLUDED.**

1.5. Public Trails. As the phases of the project are completed, Developer shall construct a public trail system throughout the Project in substantial conformance with the trails depicted in each phase of the Concept Plan (and/or other Exhibits hereto) and which meet trail specifications in the Town Code, unless otherwise set forth herein. Developer shall ensure

perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of one or more homeowners' associations to which the maintenance responsibility will be allocated under duly recorded CC&Rs. Easements for public use of the trails shall be provided at time of subdivision approval for the phase of the development being approved.

1.6. Subdivision Requirements. Each of the following shall be entered into and approved by Hideout prior to the recordation of a Subdivision Plat: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; (e) a landscape plan and all requirements pursuant to the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas all of which must be approved by the Town Planner and Town Engineer. No construction staging area shall be located on land designated as Non Disturbed Land as illustrated in **Exhibit K**. In approved staging areas, the developer shall minimize any 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. **AN EXIBIT ILLUSTRATING CUT AND FILL OVER 5' HAS BEEN PROVIDED. THE APPLICANT SHALL CONFIRM THAT EXHIBIT K IS INDICATIVE OF ALL UNTOUCHED/UNDISTURBED LAND.** 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 ensure the negative impacts associated with too much stockpiling and grade change.

1.7. 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. **TOWN PLANNER TO CONFIRM SETBACKS WITH PROPOSED ZONING OVERLAY. PC SHOULD CONSIDER INCLUDING A PENALTY IN THE MDA IF THIS IS VIOLATED.**

1.8. 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.

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

1.9.1. Public Indoor Pickleball Facility and Timeline and Phasing Plan. The Project will contain a public indoor pickleball court facility (the "Facility"). Developer shall construct the Facility on the lot of real property, (i.e. lot 1000), shown on Exhibit H, 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 convey the Facility, (including the real property lot upon which the Facility is constructed), to the Town upon completion of the construction of the Facility. The Facilities will be open to, and for the use of, the public as determined by the Town. At the time of the recordation of a plat containing the Facility, Developer shall dedicate the platted land for the Facility to the Town. **TOWN PLANNER TO CONFIRM THIS IS NOT A RECREATIONAL AMENITY / REQUIREMENT RATHER THAN A MITIGATION MEASURE FOR THE REQUEST TO UP-ZONE.**

1.9.1.1.1. The timeline for the completion of this project is set forth in Section 3.1.1.

1.9.1.1.2. Attached hereto as **Exhibit L** is the Phasing Plan and Table Summary.

1.9.2-1.9.1.1.3. Public Indoor Pickleball Facility The Project will contain a public indoor pickleball court facility (the “Facility”). Developer shall construct the Facility on the lot of real property, (i.e. lot 1000), 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 convey the Facility, (including the real property lot upon which the Facility is constructed), to the Town upon completion of the construction of the Facility. The Facilities will be open to, and for the use of, the public as determined by the Town. At the time of the recordation of a plat containing the Facility, Developer shall dedicate the platted land for the Facility to the Town.

1.9.3-1.9.2. Parks. The Project will also contain a dog park, a frisbee golf park, a ~~gather park plaza~~ (**Exhibit ____**), and a pocket park (near the Salzman pond) (collectively, the “Parks”) as illustrated in the Concept Plan (and/or other Exhibits hereto). Developer shall construct the Parks in the locations generally shown on the Concept Plan but final locations (within the general locations) will be determined by the Town Planner and Town Engineer. The Parks will be open to, and for the use of, the public. The dog and frisbee golf parks are currently planned to be located as depicted in **Exhibit B**, but may be relocated to another area (that does not affect the location of the lots depicted in the Concept Plan and other Exhibits hereto) dependent upon input from UDOT, in conjunction with the Town Planner and Town Engineer, to adequately address the wildlife corridors required on the property. At the time of the recordation of a plat, Developer shall dedicate such platted land for the dog park and the frisbee golf park to the HOA, subject to the right of entry and use by the public. **ANY TOWN RESIDENT, CORRECT?** 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 Vested Code, but in any event in a commercially reasonable manner. The HOA will also maintain insurance for the Parks in the manner applicable under Utah law.

1.9.4.1.9.3. Trails. The Developer will construct all trails within the land 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. **IS THIS REPETITIVE WITH 1.5?**

1.9.5.1.9.4. Developer's Mitigation-of-Impact Contribution. ~~In addition to the many other public contributions identified within this Agreement, and~~ ~~E~~for the purpose of mitigating any impacts of the Project on Hideout, Developer shall: (a) make a cash payment to the Town of Hideout totaling One~~Two~~ Million Dollars (\$~~21~~,000,000) within 90 days after both (1) this Agreement has been fully Approved (as defined below), signed and recorded (in the Wasatch County Recorder's Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout; (b) make a cash payment to the Town of Hideout totaling One Million Five Hundred Thousand Dollars (\$1,500,000) within 90 days after the final subdivision plat for Phase 2 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout; and (c) make a cash payment to the Town at the closing of the sale of each new residential home (on a lot) (within the Property and Project) equal to four tenths of one percent (0.4%) **CONSIDER INCREASING TO 0.5%** of the gross sales price, (reflected on the settlement statement) minus (1) the amounts paid for realtor and other commissions, (2) the amounts paid for title insurance and fees, and (3) the value of any incentives given by the seller/builder to the Buyer of the particular new residential home (and lot) (each a "Hideout Home Closing Payment"), each of which Hideout Home Closing Payment (as to a particular closing of a new residential home (and lot) within the Property and Project) shall be paid to the Town of Hideout from the proceeds of the closing of the sale of the particular new residential home (and lot) (within the Property and Project). (To be clear, the Hideout Home Closing Payment is a one-time payment as to the closing of the sale of each new residential home (and lot) (within the Property and Project) with a buyer, and there is no Hideout Home Closing Payment due (and the Hideout Home Closing Payment does not apply) as to any further or additional closing(s) of sales of a particular home (and lot thereon), including to another subsequent buyer.) As an example (for the purposes of clarity) relating to a Hideout Home Closing Payment pertaining to the closing of the sale of a particular new home (and Lot) within the Property and Project, if the gross sales price reflected on the settlement statement was \$1,000,000, the realtor commissions were \$60,000, the seller/builder incentives were \$30,000 and the title insurance costs and fees were \$5,000, the amount of the Hideout Home Closing Payment would be \$3,620, (i.e. \$1,000,000 minus \$60,000 minus \$30,000 minus \$5,000 equals \$905,000; and \$905,000 times .004 equals \$3,620). As used above in this Section 1.9.4, "**Approved**" means that the Developer has obtained all required governmental or agency approvals and completed all

required governmental and agency processes and either (y) all periods for any applicable referenda, appeals and judicial challenges, including, without limitation, any of the foregoing related to, or arising from, 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 (collectively, “**Third-Party Actions**”) have passed without a Third-Party Action being filed by any person, or (z) if one or more Third-Party Actions are filed by any person(s), such Third-Party Action(s) have been finally adjudicated or otherwise settled and resolved in a manner reasonably satisfactory to the Developer. 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 Developers 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). **THIS MUST BE REVIEWED PURSUANT TO THE TOWN’S AGREEMENT WITH MUSTANG.**

1.12 Short-Term Rentals (also known as Nightly Rentals). WEREN’T THESE REMOVED FROM THE PROPOSED PROJECT? IF ALLOWED, THIS HAS TO BE LOCATED WITHIN THE VARIANCE-WAIVER-SPECIAL EXCEPTION SECTION.

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

- 1.12.1** All requirements of Section 4.07 of the Hideout Municipal Code must be met.
- 1.12.2** No Accessory Dwelling Units (“ADUs”) may be used for a nightly rental.
- 1.12.3** All nightly rentals must be for a minimum period of two consecutive days; and this must be included on all advertising materials.
- 1.12.4** No more than six (6) unrelated persons may stay overnight in a single Residential Dwelling Unit at any one time; and this must be included on

all advertising materials.

- 1.12.5** No more than two (2) automobiles are allowed to park on the property pertaining to the Residential Dwelling Unit at any time; and this must be included on all advertising materials.
- 1.12.6** All nightly rental contracts must include a copy of Hideout's trash, parking and noise ordinances and a "Good Neighbor Brochure" that summarizes these requirements and what is expected of the renter; and these documents must be clearly posted in the rental unit at all times.
- 1.12.7** The owner of the nightly rental Residential Dwelling Unit agrees to allow the Wasatch County Health Department or designee and the Wasatch Fire Department's designee to conduct an annual walk-through inspection of each rental Residential Dwelling Unit to ensure compliance with all Town health, safety and welfare requirements; and this review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated code violation complaints (by police, fire, or similar emergency management service) relative to a particular Residential Dwelling Unit within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

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

1.14 Design Review Committee (DRC). Made up of a Planning Commissioner, a Town Council member, the Town Planner, and ~~three-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 a building permit.

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 be private, 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 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 road to be dedicated to the Town is depicted in **Exhibit H**. The lot, (i.e. lot 1000), for the public indoor pickleball court facility to be dedicated to the Town is depicted in **Exhibit I1**. **AND THE COMMERCIAL LAND?**

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 **[REDACTED]**, 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 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 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 Failure of Developer to obtain a permit from the building department and commence work on the Project in connection with said permit within twenty-four (24) months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

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

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

3.4 Provision of Water, Sewer, 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.

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 and private roadways, including utilities, and responsibility for, and maintenance of the same (including snow removal, road repair, etc.) shall be the responsibility of the private landowners and/or HOA. Such construction must meet all applicable standards and requirements and must be approved by the Town’s engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase.

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

3.12 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 Concept Plan does not vest the Developer except as specifically stated in this Agreement.

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

3.14 Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or for any obligation arising under the terms of this Agreement.

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

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

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

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

To Developer:

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

To the Town:

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

4. Phasing; Access.

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

4.2 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_____

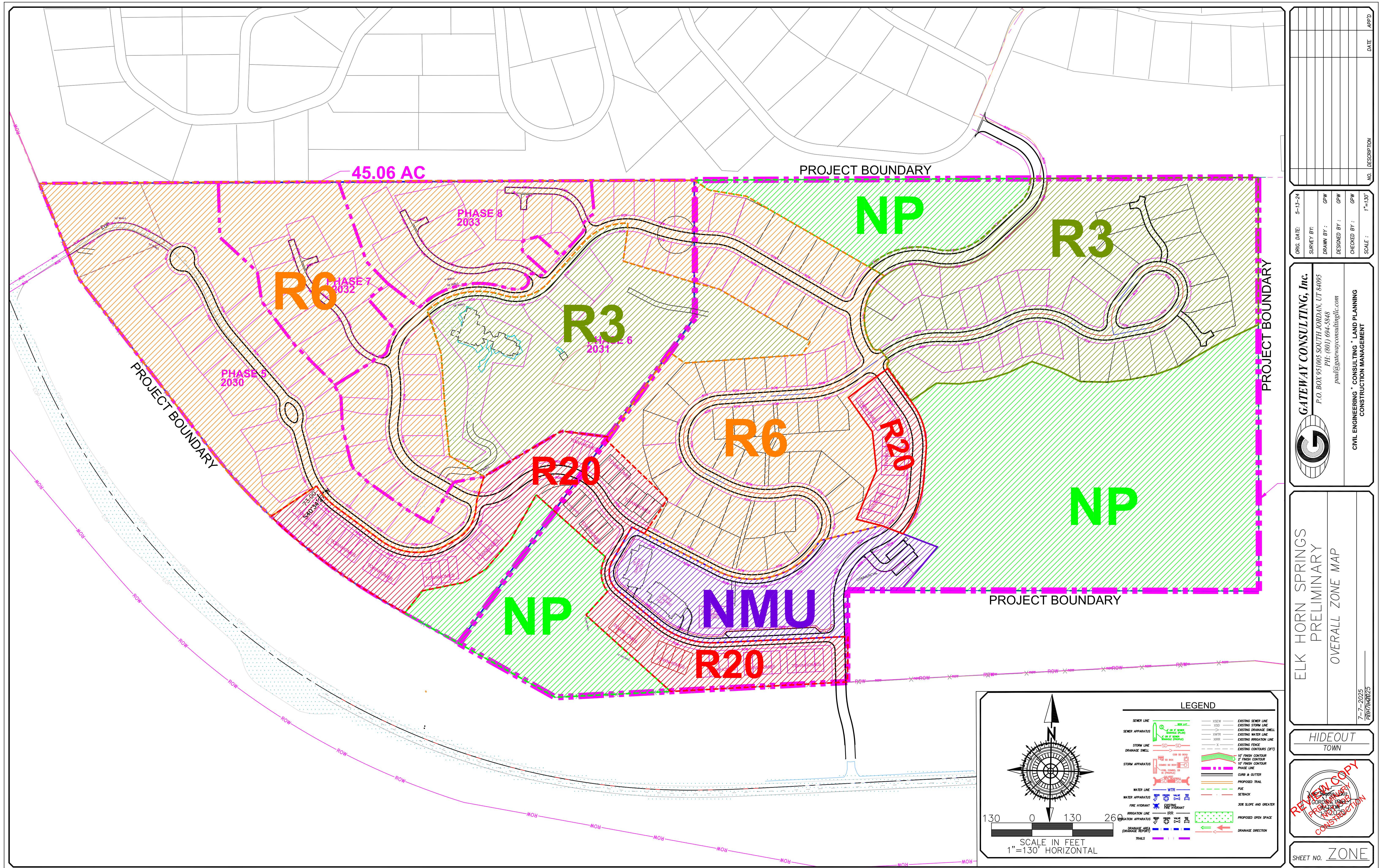
Notary Public

List of Exhibits.

NEED TO ADD AN EXHIBIT WITH THE PROPOSED ZONING MAP

- Exhibit A: Legal Descriptions (*and graphic illustration*)
- Exhibit B: Concept 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 Concept Plan Approval – Planning and Engineering)
- Exhibit E: Retaining Walls
- Exhibit F: Slopes
- Exhibit G: Cut and Fill Map View
- Exhibit H: Roads
- Exhibits I-1, I-2: Setbacks
- Exhibit J: Design and Architectural Guidelines **TO BE UPDATED; OUT OF DATE.**
- Exhibit K: Concept Plan w/ Areas to Remain Undisturbed
- Exhibit L: Phasing Plan and Table Summary
- Exhibit M: Trails within 16 acres
- Exhibit N: Trails in Project (other than in 16 acres)
- Exhibit O: UDOT Agreement

Exhibit P-1, P-2, P-3, P-4, P-5: Landscaping Plans ADDITIONAL/SUPPLEMENTAL
LANDSCAPING REQUIRED. INSUFFICIENT AS IS PROPOSED.





Legend . Elkhorn, Hideout, Utah . Holmes Homes

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

U T - 2 4 8

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

CONCEPT PLAN

ELKHORN

Hideout, Utah

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



R. MICHAEL KELLY CONSULTANTS

Land Planning | Landscape Architecture

P.O. Box 469 Millville, Utah 84326 | (435)770-7312 | rmkellyconsultants@comcast.net

EXHIBIT 'E'

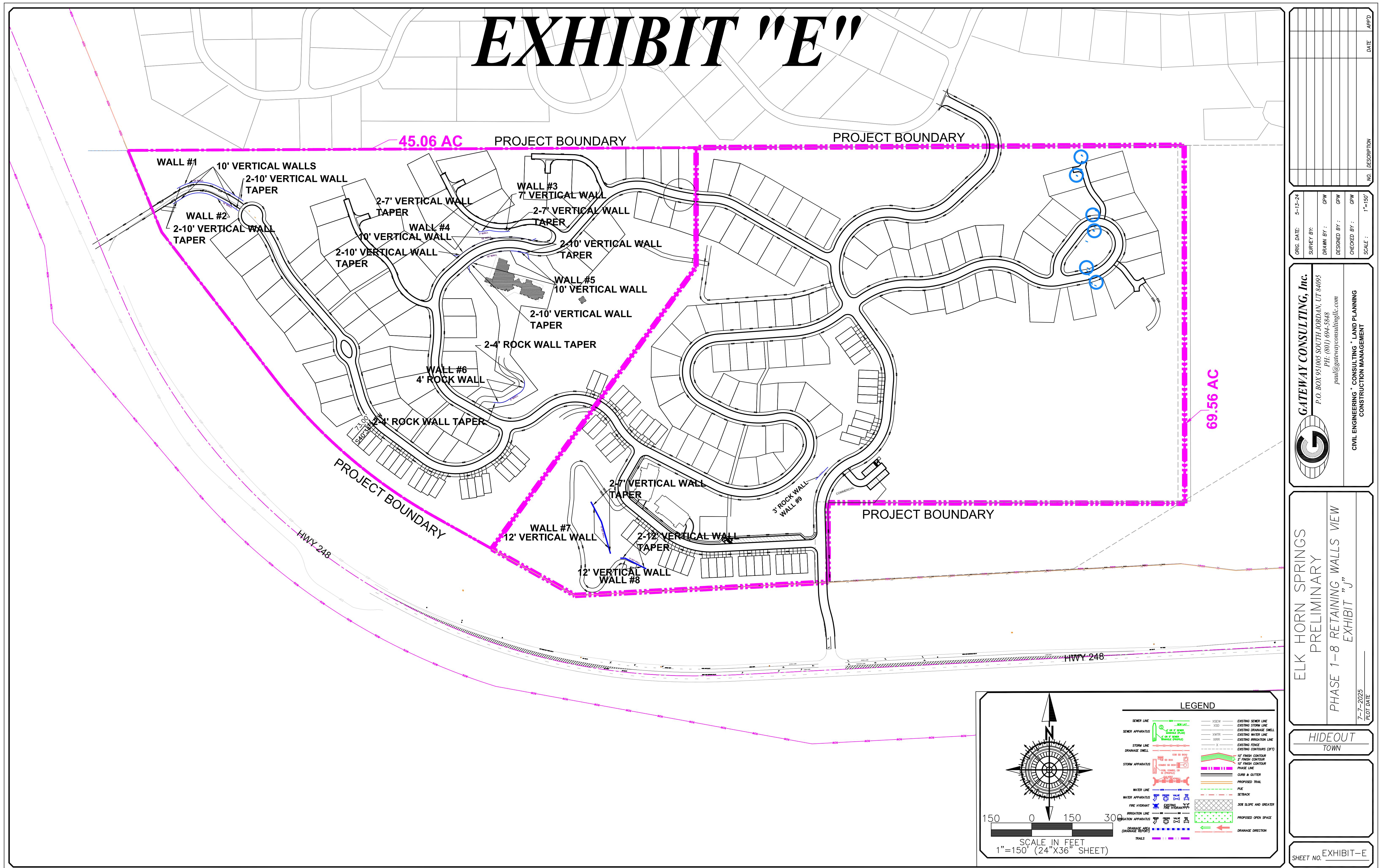


EXHIBIT "F"

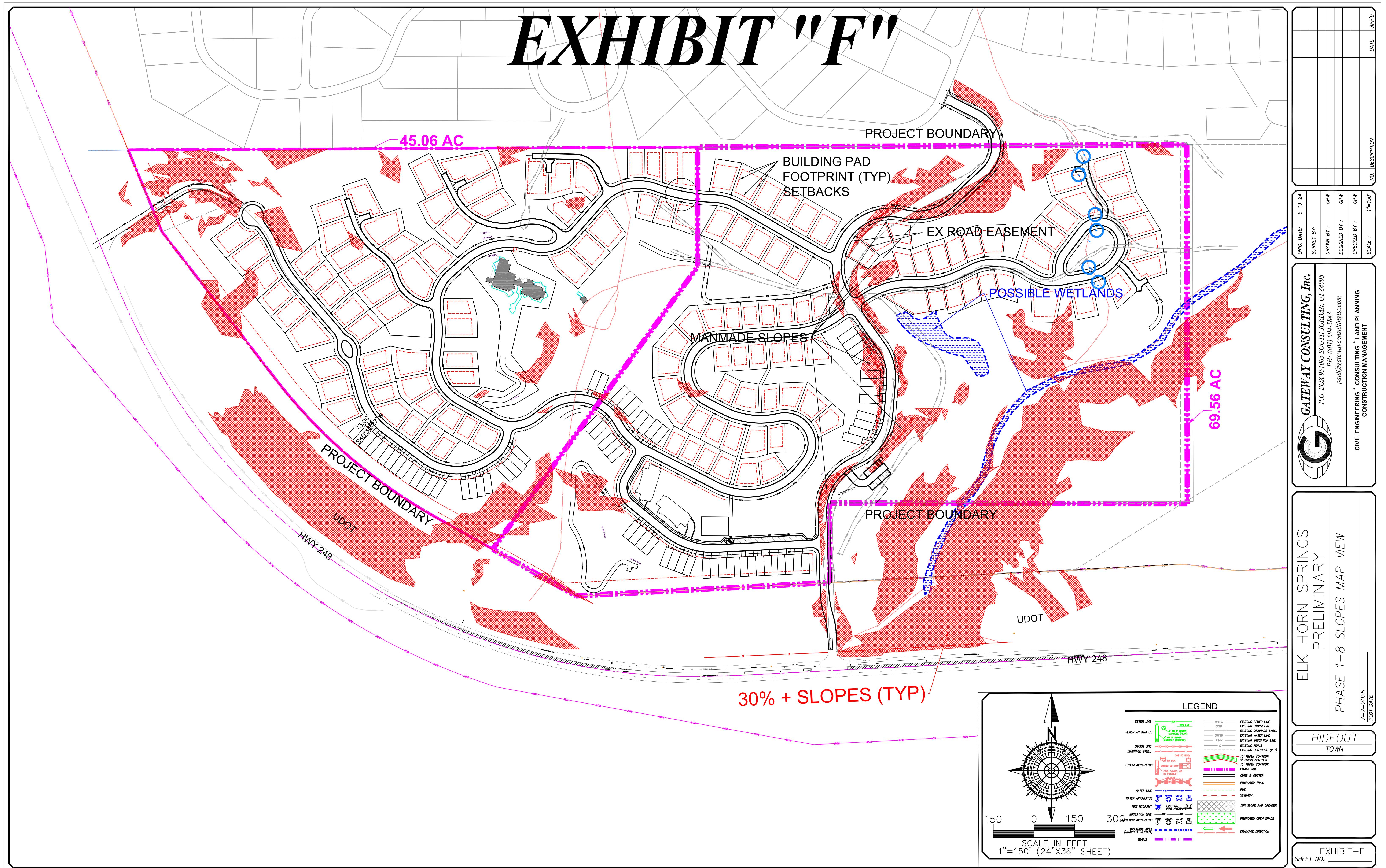


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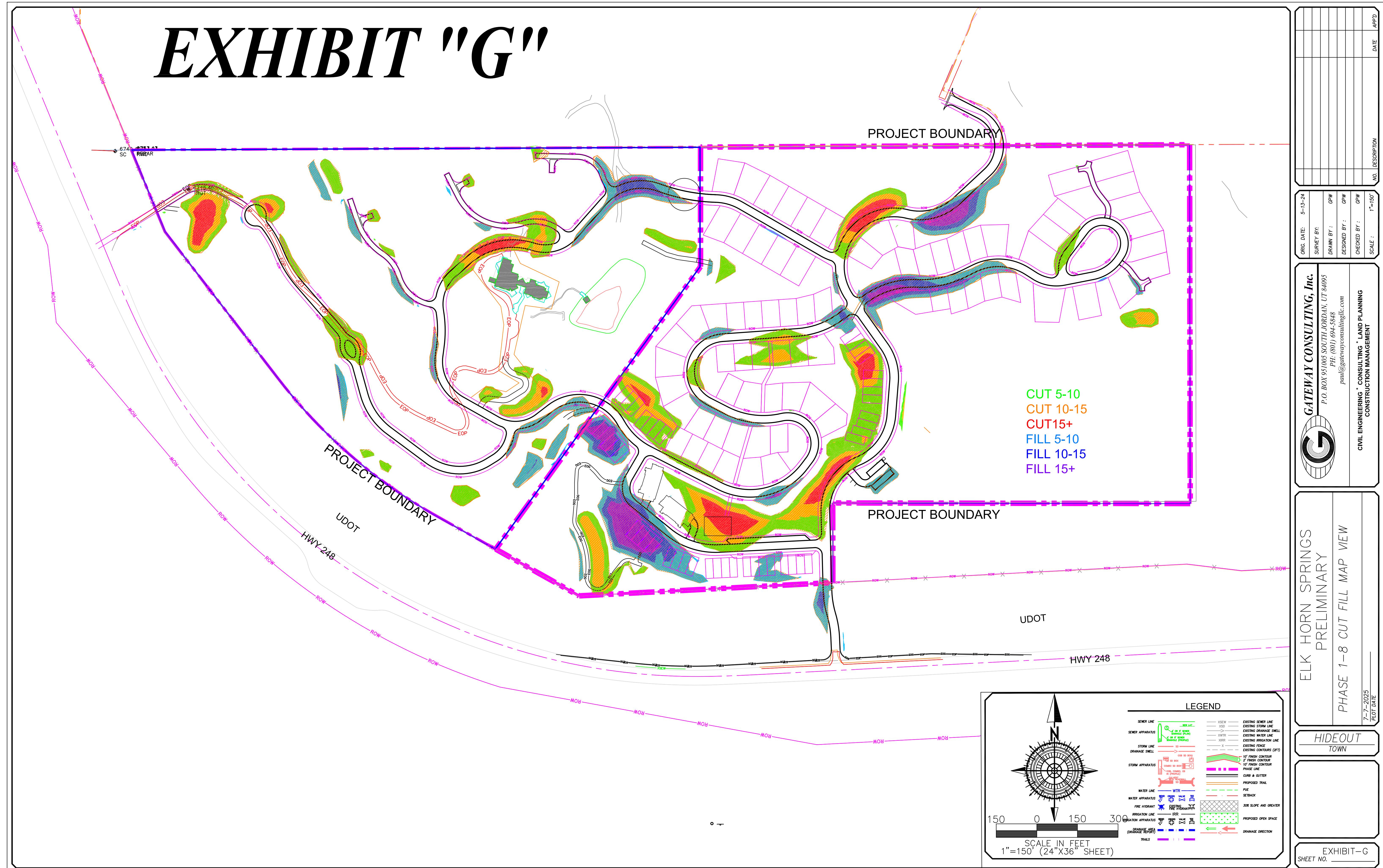
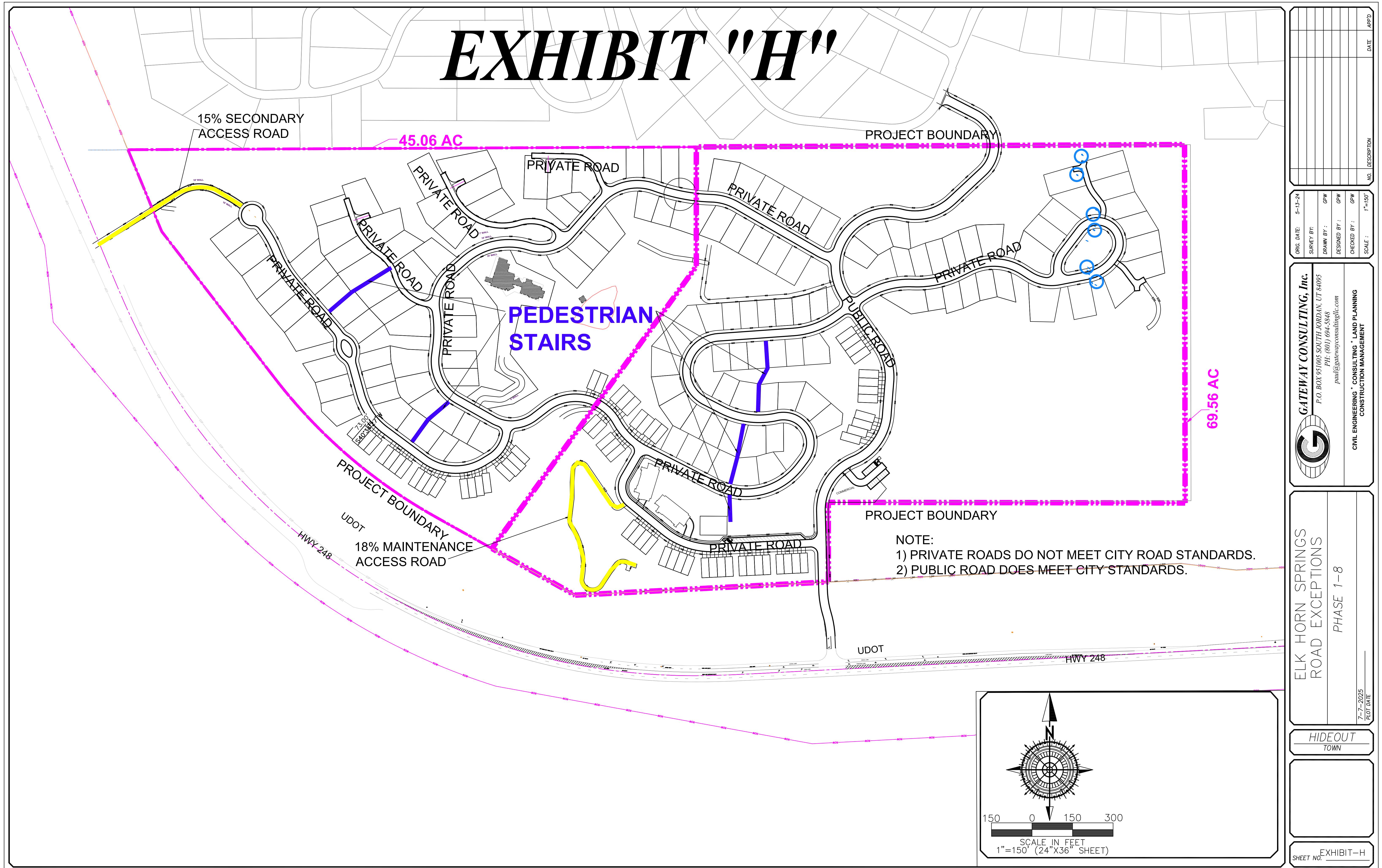
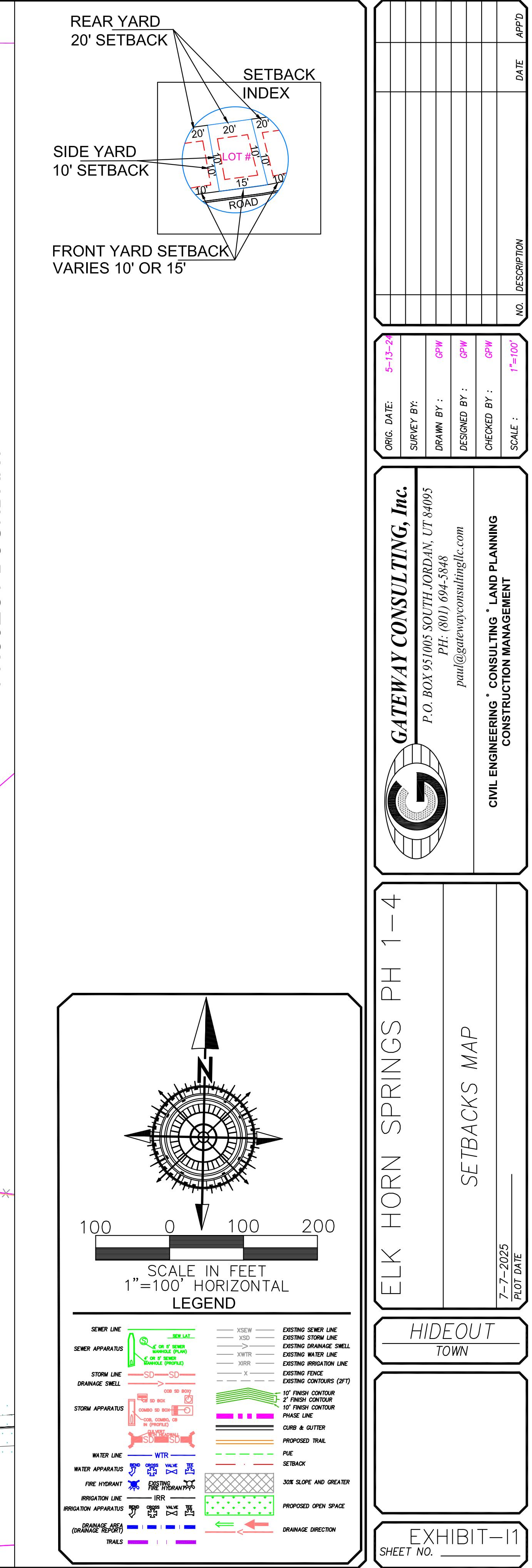
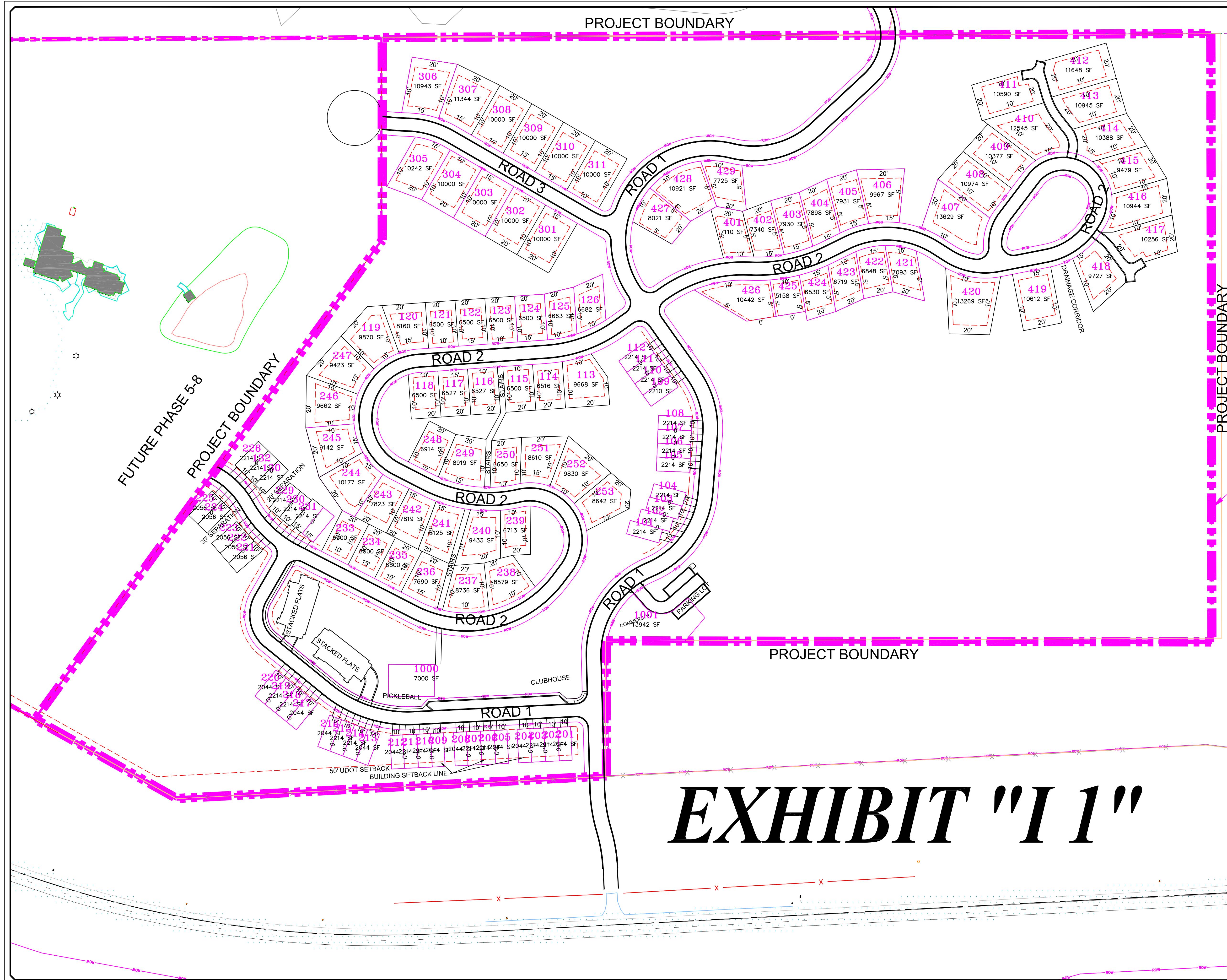


EXHIBIT "H"





EX GOLDEN EAGLE PHASE 2
PROJECT BOUNDARY

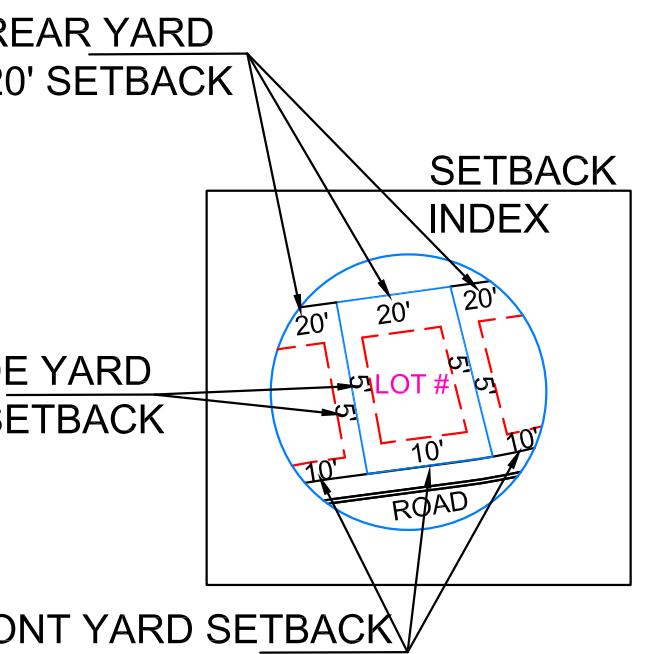
45.06 AC

EXHIBIT "I-2"

PROJECT BOUNDARY

EX HIGHWAY

PROPOSED ELKHORN PH 1-4



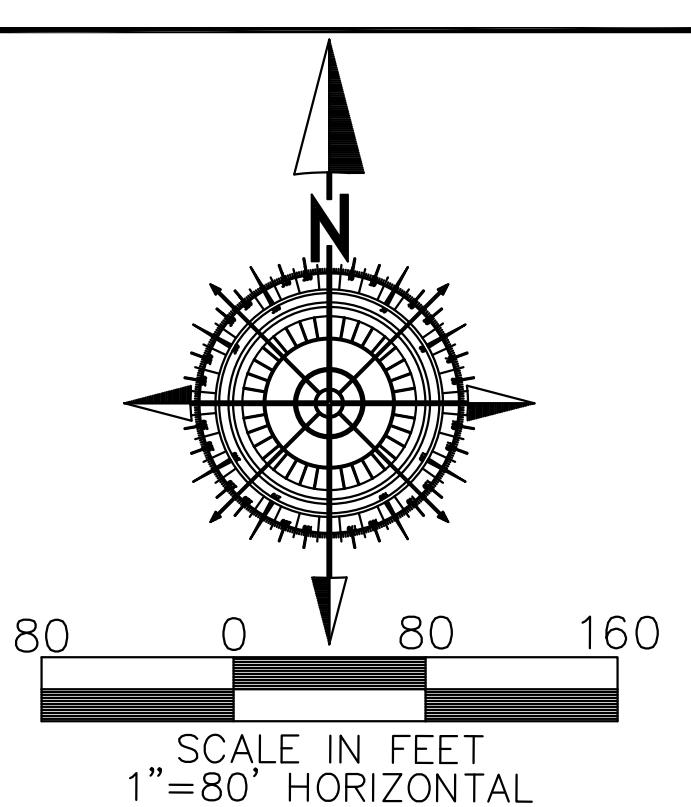
ORIG. DATE:	5-13-24
SURVEY BY:	GPW
DRAWN BY:	GPW
DESIGNED BY:	GPW
SCALED:	1"=80'
NO. DESCRIPTION:	
DATE:	APR 20

ORIG. DATE:	5-13-24
SURVEY BY:	GPW
DRAWN BY:	GPW
DESIGNED BY:	GPW
SCALED:	1"=80'
NO. DESCRIPTION:	

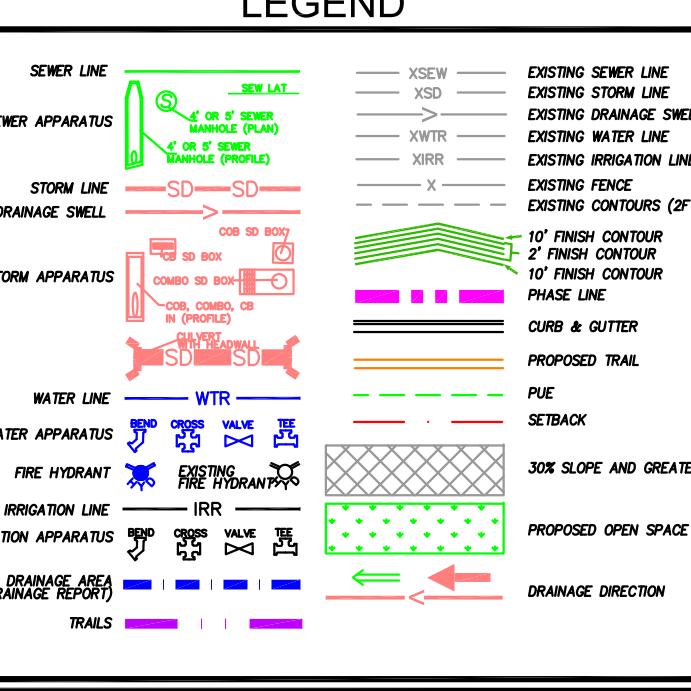
GATEWAY CONSULTING, Inc.	
P.O. BOX 5105 SOUTH JORDAN, UT 84095	
Ph: (801) 694-5348	
paul@gatewayconsultinglc.com	
CIVIL ENGINEERING CONSULTING LAND PLANNING	

ELK HORN SPRINGS PH 5-8 PRELIMINARY
SETBACKS MAP
6-17-2025 PLOT DATE

HIDEOUT TOWN
EXHIBIT-12 SHEET NO.



SCALE IN FEET
1"=80' HORIZONTAL
LEGEND



Elkhorn

Hideout, Utah



DESIGN GUIDELINES



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12. Windows
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6. Irrigation
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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 complementary to its surroundings.

Townhomes:



Single Family:



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.

Exhibit J (cont.)

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.

Exhibit J (cont.)

- 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.

FIBERGLASS DOOR
NOVA 45 DIRECT
GLAZED FULL LITE



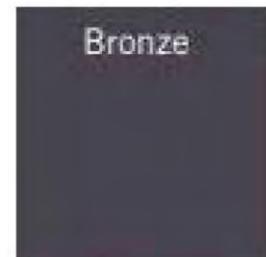
FIBERGLASS DOOR
NOVA 45 DIRECT
GLAZED FULL LITE



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



SILVER



COLOR

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
Cercocarpus ledifolius
Populus fremontii
Populus tremuloides
Quercus gambelii

Bigtooth Maple
Curl Leaf Mt. Mahogany
Fremont Cottonwood
Quaking Aspen
Gambel/Scrub Oak



Shrubs

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



Perennials

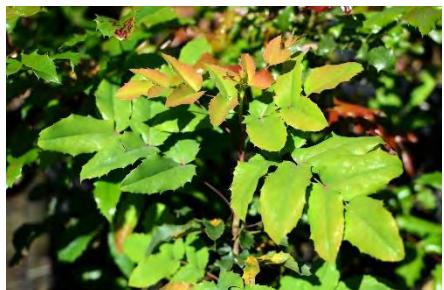
<i>Aquilegia</i> sp.	Columbine
<i>Balsamorhiza</i>	Arrowleaf Balsamroot
<i>Campanula sagittata</i>	Bluebells
<i>Castilleja rotundifolia</i>	Paintbrush
<i>Delosperma</i> sp.	Ice Plant
<i>Heuchera</i> sp.	Coral Bells
<i>Lupinus argenteus</i>	Lupine
<i>Oenothera</i> sp.	Primrose
<i>Penstemon</i> sp.	Penstemon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



Exhibit J (cont.)

Grasses / Vines / Groundcovers

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

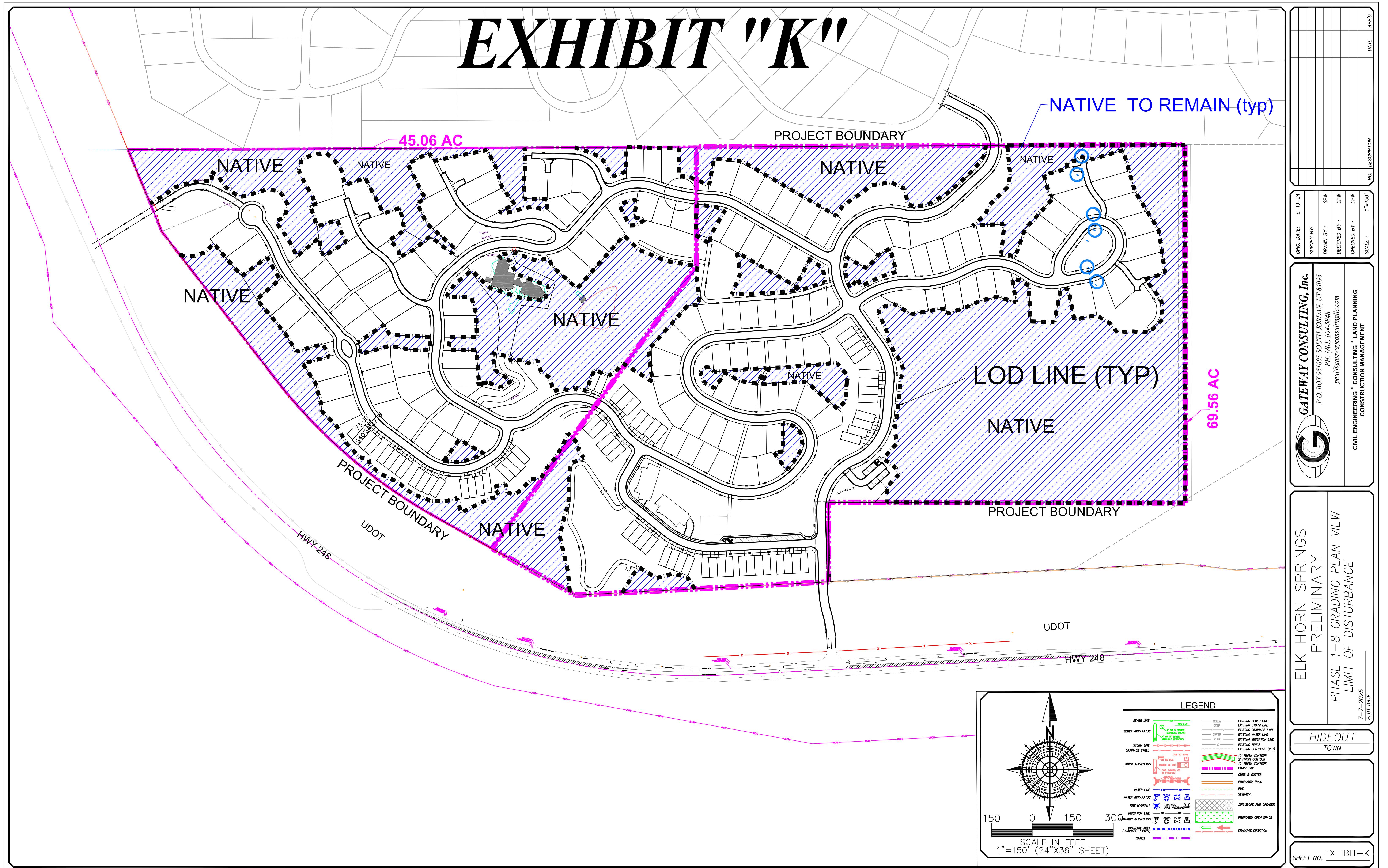


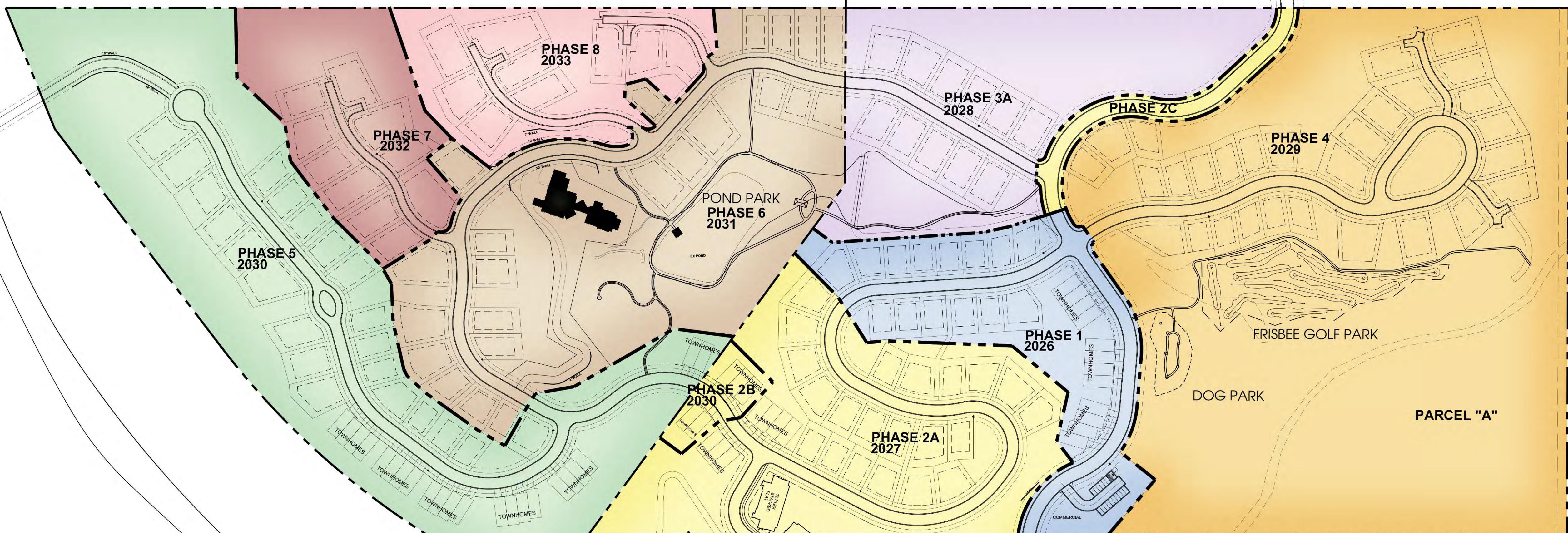
Turf

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

* Not found on the Site

EXHIBIT "K"





U T - 2 4 8



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



R. MICHAEL KELLY CONSULTANTS

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

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

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

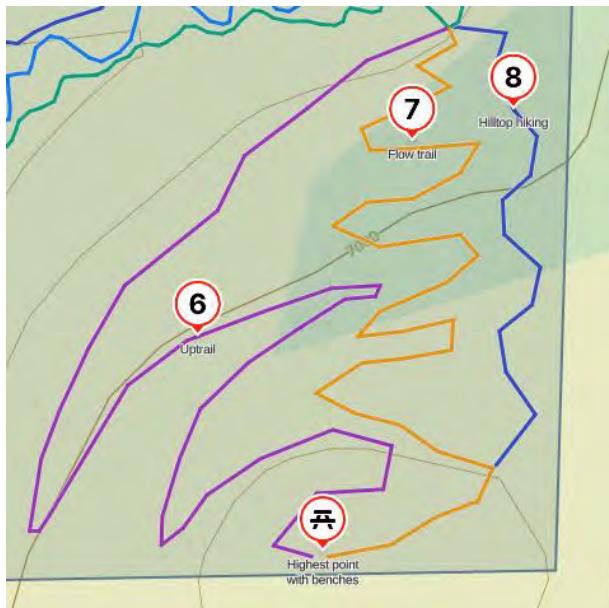


The southern section of the park is the largest contiguous open space in the subdivision. The project site consists of a slope-side of 10 - 40% and a natural drainage running from the northeastern side of the area to the south-western side of the area. If a drainage pipe is installed along the entire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

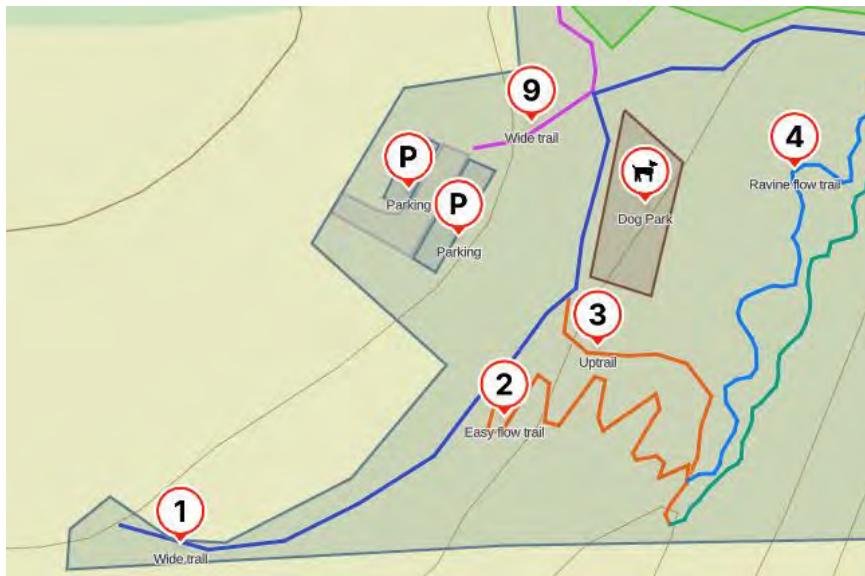


In the southeast corner of the park area there is a hill with relatively steep grades. This proposal shows a 4ft wide uphill climbing trail which will allow bikers to bike to the top of the hill. The trail will have at least three switchbacks on a very steep hillside. Please see the purple trail (labeled 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 their 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 allow 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).

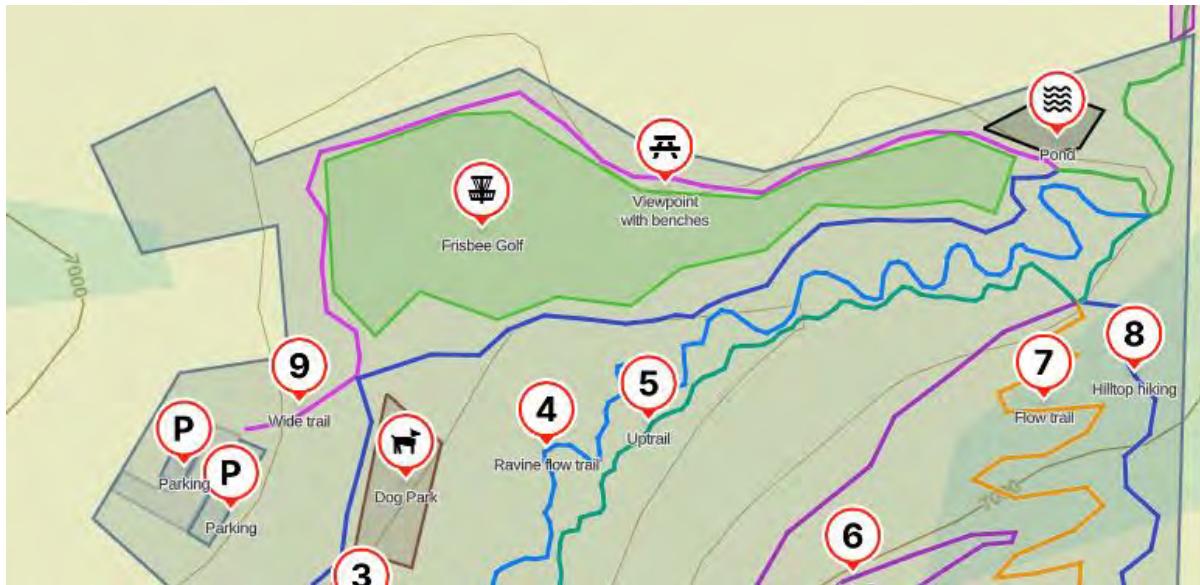
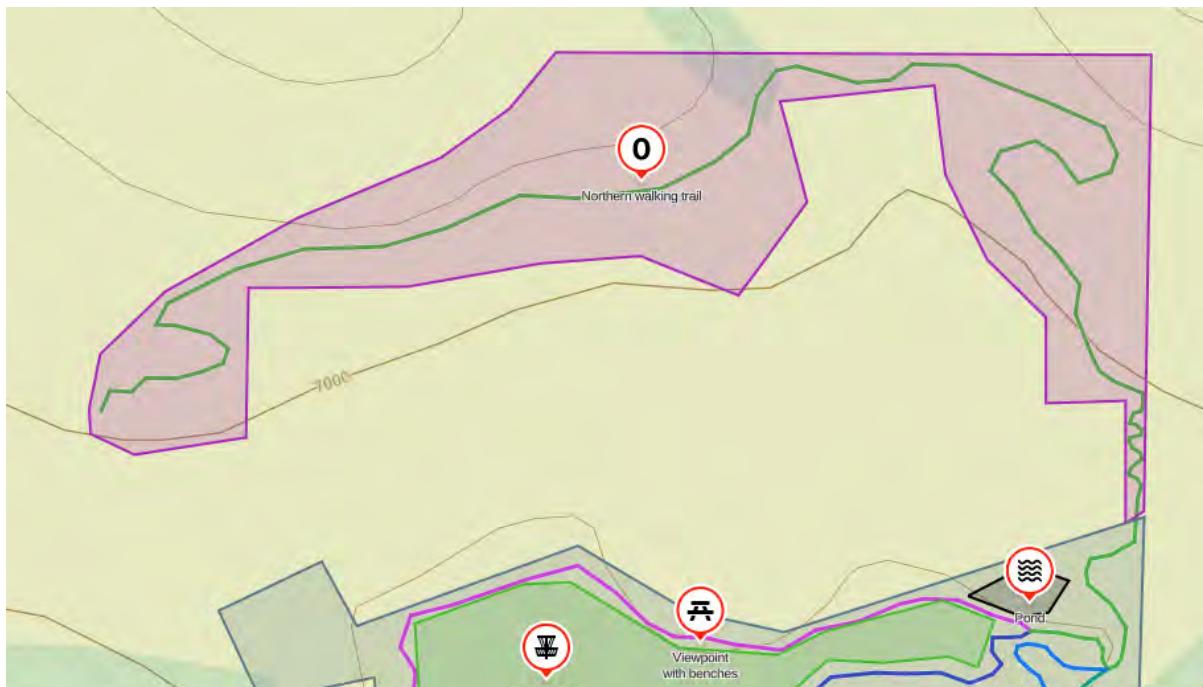


EXHIBIT M

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 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"

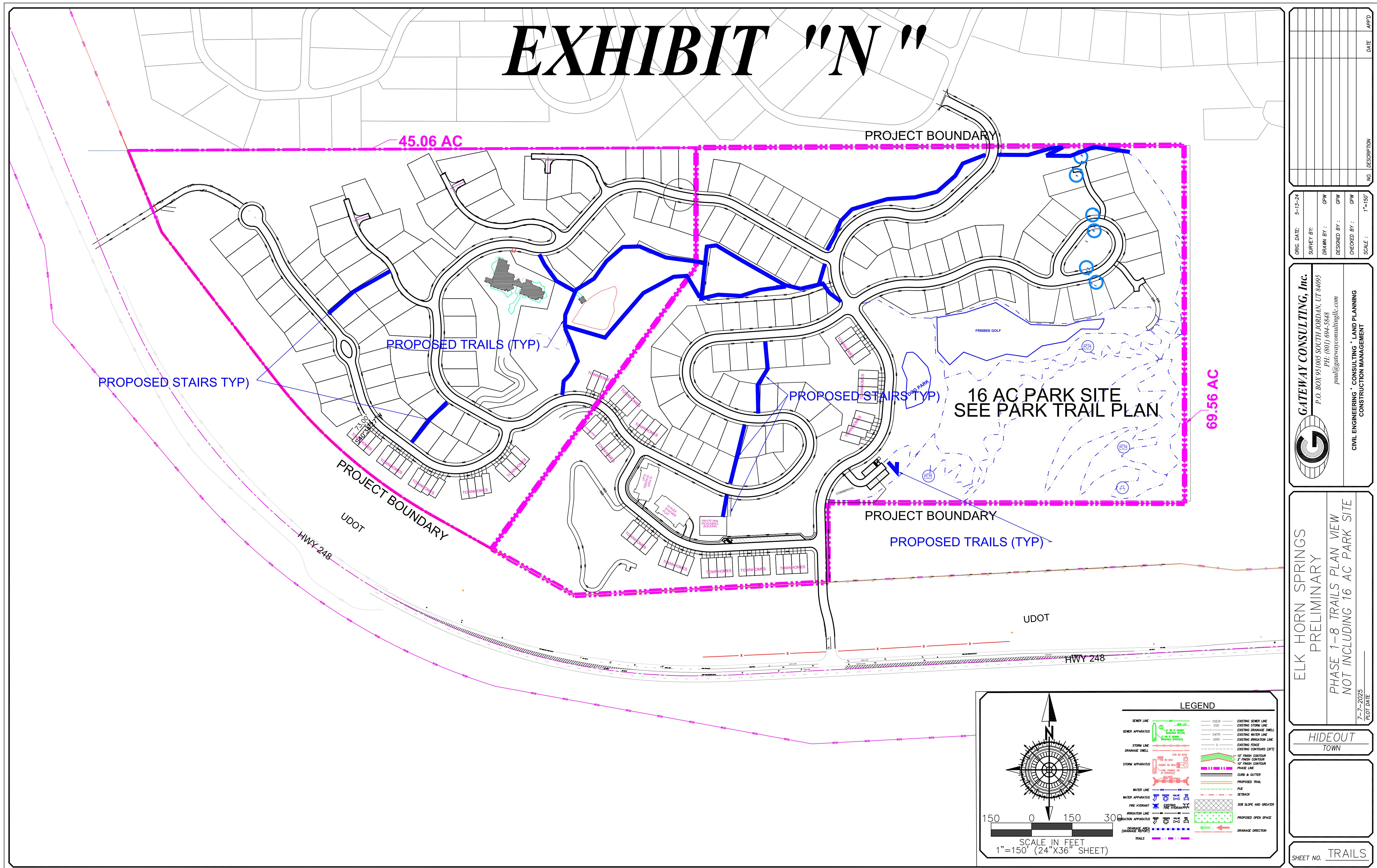


EXHIBIT P-1

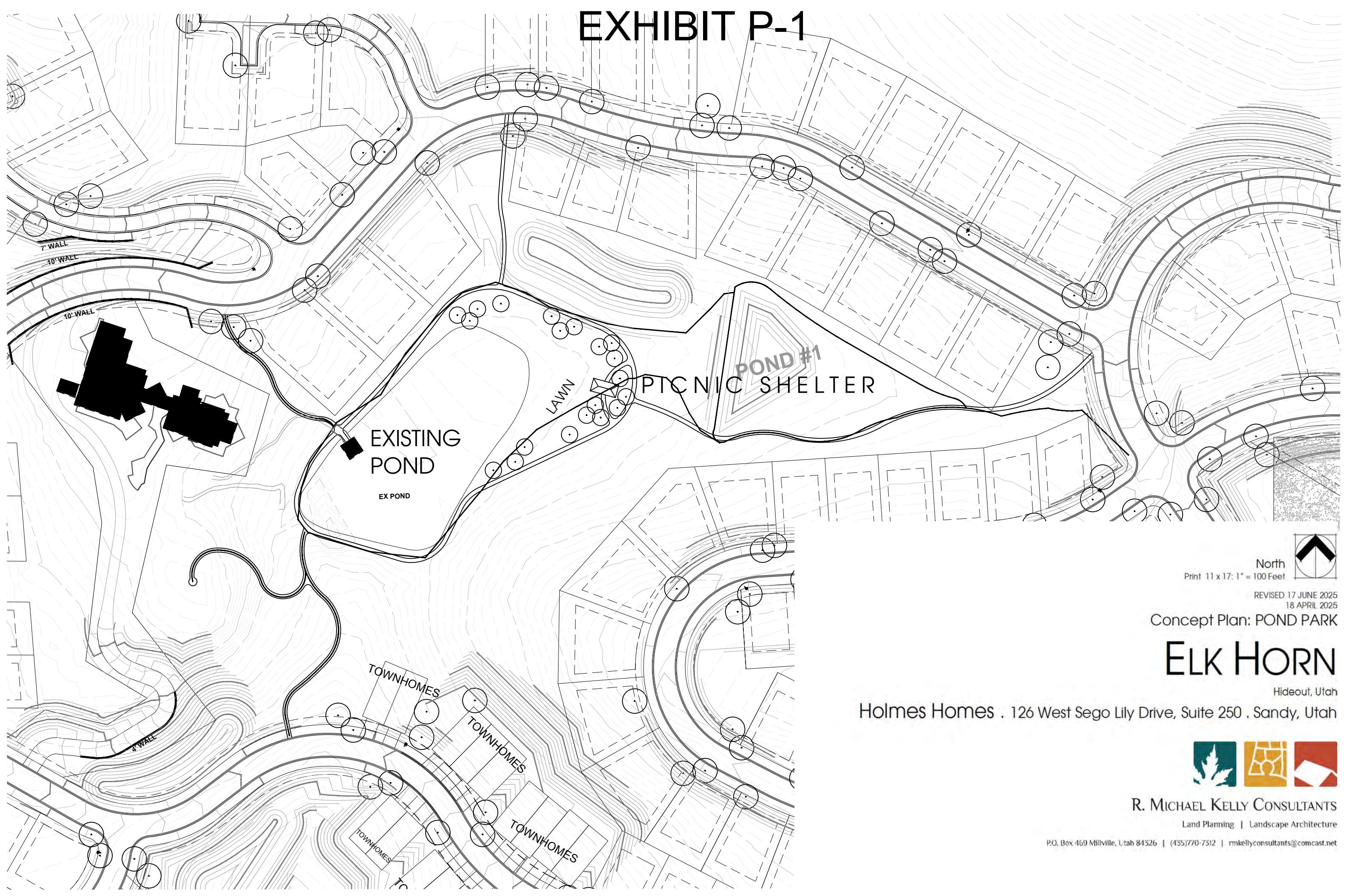


EXHIBIT P-2

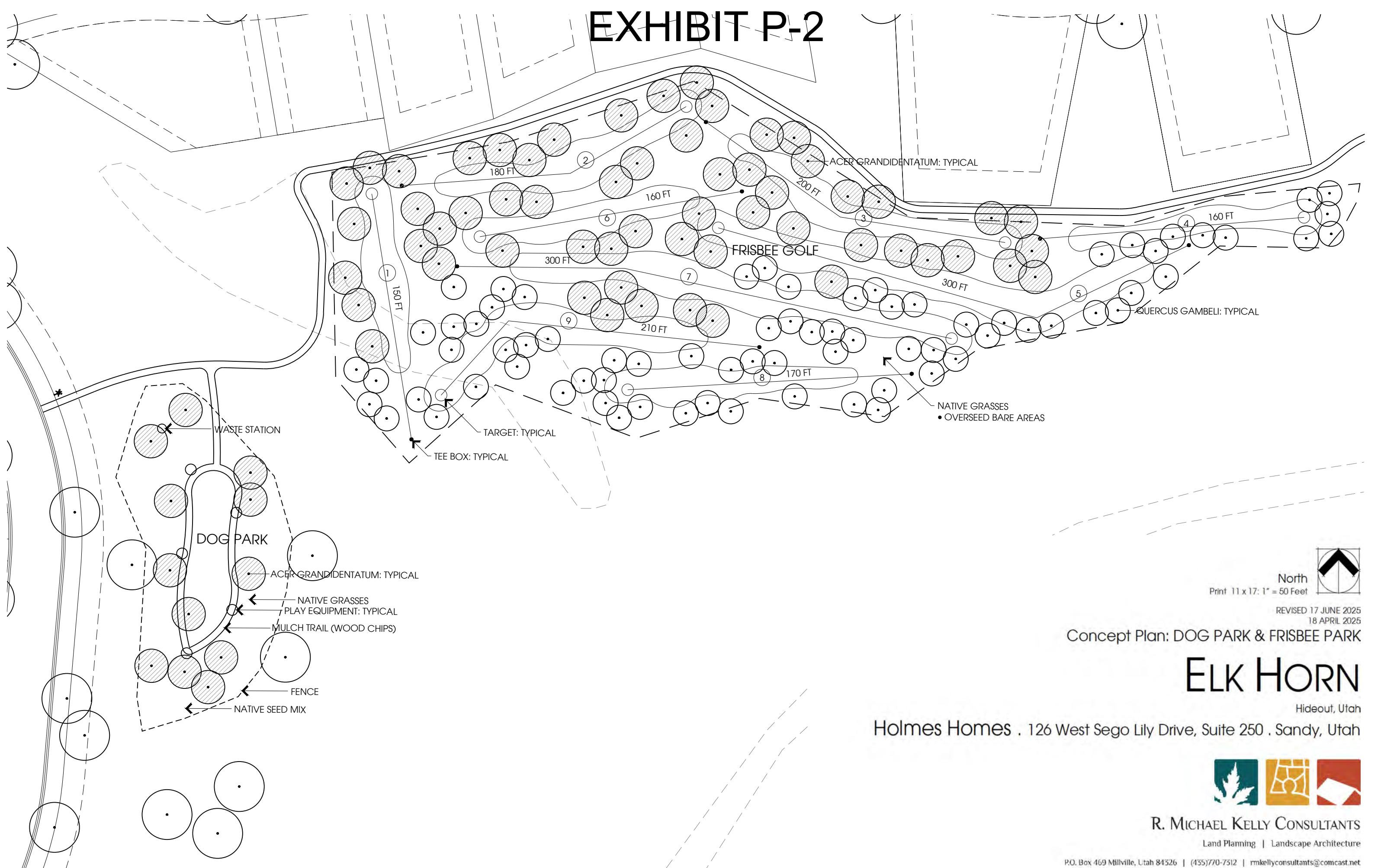


EXHIBIT P-3

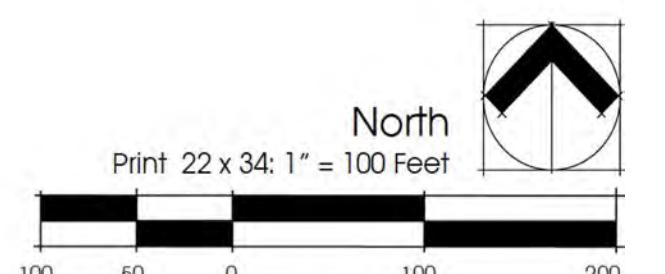


Planting Notes

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

Hydroseed Notes:

- Remove any existing grass, vegetation or weeds and legally dispose of such material.
- 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.
- Rake area to be hydroseeded to smooth grade to avoid rills and surface puddling. The area should be left natural, but the surface should be free of walking hazards.
- Apply soil amendments and fertilizers as specified.
- Hydro-seed designated areas with the seed mix as specified at the rates specified. Seeds are available from Granite Seed, Lehi, Utah, 801.769.4422.
- The native grass areas are not irrigated. Seed after October 15 as weather permits. Apply hydroseed 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.



SHEET ONE
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



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EXHIBIT P-4



Plant List . Elkhorn, Hideout, Utah . Holmes Homes

KEY	PLANT TYPE	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
A	Trees	<i>Acer grandidentatum</i>	Bigtooth Maple	10 gal.	
B		<i>Populus tremuloides</i>	Quaking Aspen	5 gal.	
C		<i>Quercus gambelii</i>	Gambel Oak	10 gal.	
D	Evergreen Tree	<i>Abies lasiocarpa</i>	Sub-alpine Fir	6 ft. tall	
1	Tall Shrubs	<i>Cornus sericea</i> 'Baileyi'	Red Osier Dogwood	5 gal.	
2		<i>Ribes aureum</i>	Golden Currant	5 gal.	
3	Medium Shrubs	<i>Artemesia tridentata</i>	Big Sagebrush	1 gal.	Plant at 4 ft. o.c.
4		<i>Atriplex canescens</i>	Fourwing Saltbrush	1 gal.	Plant at 4 ft. o.c.
5		<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush	1 gal.	Plant at 3 ft. o.c.
6		<i>Potentilla fruticosa</i> 'Jackmani'	Shrubby Cinquefoil	1 gal.	Plant at 4 ft. o.c.
7		<i>Symphoricarpos oreophilus</i>	Mountain Snowberry	1 gal.	Plant at 3 ft. o.c.
11	Perennial flowers	<i>Aquilegia cerulea</i>	Columbine	1 gal.	Plant at 2 ft. o.c.
12		<i>Balsamorhiza sagittata</i>	Arrowleaf Balsomroot	1 gal.	Plant at 2 ft. o.c.
13		<i>Campanula rotundifolia</i>	Bluebells	1 gal.	Plant at 2 ft. o.c.
14		<i>Heuchera splendens</i>	Coral Bells	1 gal.	Plant at 2 ft. o.c.
15		<i>Lupinus argenteus</i>	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	<i>Achnatherum hymenoides</i>	Indian Rice Grass	4.0
	<i>Pascopyrum smithii</i>	Western Wheatgrass	5.0
	<i>Bromus marginatus</i>	Mountain Brome	6.0
	<i>Festuca idahoensis</i>	Idaho Fescue	1.0
	<i>Lolium perenne</i>	Perennial Ryegrass	2.5
	<i>Sorghastrum nutans</i>	Indiangrass	2.0

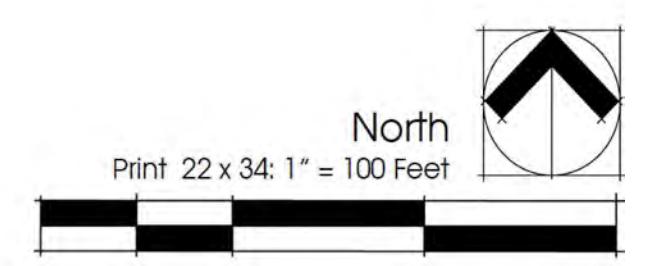
Planting Notes

Permitting Notice

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.



SHEET TWO
REVISED 17 JUNE 2025

18 APRIL 2025

ELK HORN

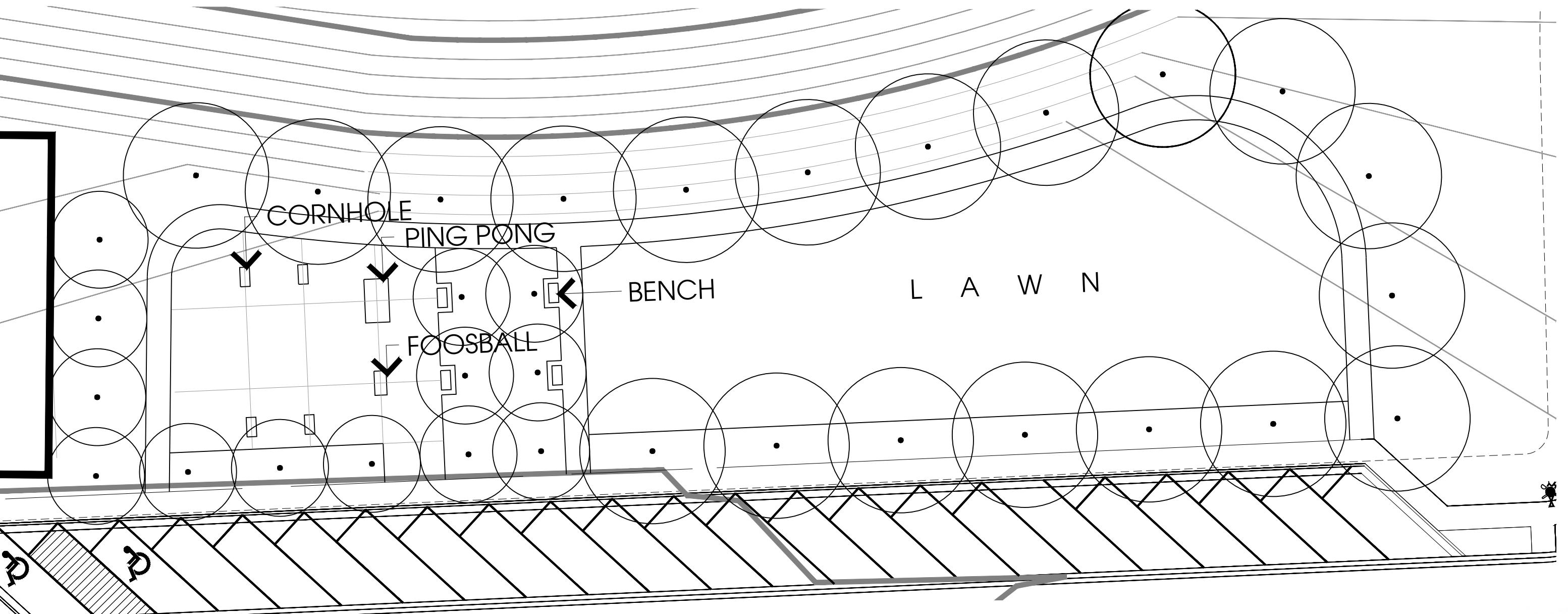
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CONCEPT PLAN: Mayor Phil Reuben Park

ELK HORN

Hideout, Utah

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



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