# HIDEOUT, UTAH PLANNING COMMISSION RESCHEDULED REGULAR MEETING AND PUBLIC HEARINGS August 28, 2025 Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Rescheduled Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, August 28, 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:** <a href="https://zoom.us/j/4356594739">https://zoom.us/j/4356594739</a>

**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

4:00 PM

I. Call to Order

II. Roll Call

# III. Agenda Items

- 1. <u>Administration of Oath of Office to newly appointed Alternate Planning Commissioner</u> Jonathan Gunn.
- 2. <u>Discussion and possible submittal to the Hideout Town Council of proposed Town of Hideout Planning Commission Rules and Regulations.</u>

# IV. Approval of Meeting Minutes

1. July 17, 2025 Planning Commission Minutes DRAFT

# V. Public Hearings

- 1. <u>Discussion and possible approval of an amendment to lots R-1, R-2, R-4, R-5 and R-6 of Hideout Canyon Phase 8 Reflection Ridge (parcel numbers 00-0020-8715, 00-0020-8716, 00-0020-8718, 00-0020-8719, and 00-0020-8720) to relocate the twenty foot (20') wide limited common areas for the driveways.</u>
- 2. 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.
- 3. 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.
- 4. <u>Discussion and possible recommendation to Town Council regarding a Master</u> Development Agreement (MDA) for the Wildhorse Development.
- 5. <u>Discussion and possible recommendation to the Hideout Town Council regarding an</u> ordinance amendment to the Wildland Urban Interface Code to address defensible spaces.

# VI. Meeting Adjournment

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

1. Administration of Oath of Office to newly appointed Alternate Planning Commissioner
Jonathan Gunn.



# OATH OF OFFICE

I, Jonath S. Gww, do solemnly swear that I will
support, obey and defend the Constitution of the United States and
the Constitution of the state of Utah, and that I will discharge the
duties of my office with fidelity.
Dated this 28th day of Mynst, 20_35
Signed:
Subscribed and sworn to before me this 28th day of
August, in the year 20_25
Micia fairlem (Recorder for Hiderut) Seal

2. Discussion and possible submittal to the Hideout Town Council of proposed Town of Hideout Planning Commission Rules and Regulations.	

# DRAFT

# TOWN OF HIDEOUT PLANNING COMMISSION RULES AND REGULATIONS

Adopted	_	2025
Naopica	,	2020

The Planning Commission shall adhere to the following rules and regulations in administration of the commission duties and governance of their meetings. The Planning Commission shall adhere to all requirements of Utah State Code (Title 10, Chapter 3 and 9a) and the Hideout Municipal Code (Title 3, Chapter 3.02 and Titles 11 and 12) related to Planning Commissions.

- 1. Organization.
- a. Quorum A quorum of at least three Planning Commission members must be present to hold a meeting and conduct business according to a legally prepared and posted agenda.
- b. Chair and Vice Chair –In the event of absence of the Chair, the Vice Chair shall preside. In the absence of both, the members of the Planning Commission shall appoint a Chair for the meeting.
- 2. Agenda Preparation. The Planning Director or appointed designee shall prepare the Planning Commission agenda and deliver the agenda and other reports, materials and communications pertaining to the agenda to all necessary parties prior to the meeting. The Planning Commission shall not act on or make any final decision regarding an item that is not on the agenda. The Director or appointed designee shall also provide all required noticing and prepare all reports and gather such information as may be necessary for the Planning Commission to conduct its business.
- 3. *Meetings*. The Planning Commission shall give notice at least once each year of its meeting schedule for all regular meetings. Public notice of all meetings shall be provided in accordance with Utah Code and all applicable Hideout Town codes.
- a. *Meeting Procedures*. All Planning Commission meetings shall be conducted in accordance with the required procedures contained in the Utah Code.
- b. *Public Comment*. There shall be on every agenda of the Planning Commission an item entitled "public comment". The public comment portion of the meeting shall be limited to the public speaking to the commission on any item not on the agenda. Members of the public shall be free to express any idea, question, or view point without limitation except for time and the manner of the presentation

- i. *Individual Members of the Public*. Shall be limited to the time allowed by the Chair. The Chair shall ensure that the public comment is civil and orderly. The Chair shall use his/her best efforts to allow the free expression of the public and keep the meeting in order. Planning Commissioners and staff should not interrupt, argue with, or otherwise interfere with any comment by a member of the public. The Planning Commissioners and staff may ask clarifying questions of the member of the public making a presentation, and other members of the public may comment at the discretion and recognition by the Chair.
- ii. *Public Participation in the Meeting*. Other than at a required public hearing and the public comment portion of the meeting, members of the public shall not be allowed to participate in the meeting unless they are on the agenda or requested to present to the Planning Commission by the Chair or a member of the commission. At the discretion of the Chair, the public may participate when recognized by the Chair.
- iii. Planning Commissioner Participation. At regular meetings of the Planning Commission, members shall speak and have discussion without interrupting others who are speaking. Any meeting designated as a work meeting shall be more informal and Planning Commissioners may freely participate as long as proper decorum is maintained. Planning Commissioners shall conduct themselves at all times with decorum and respect and shall refrain from making any disparaging remarks concerning any other member of the governing body or the public.
- iv. Chairing the Meeting. The Chair shall preside over all meetings and hearings of the Commission. The Chair shall pace the meeting so that all items on the agenda can be addressed and either concluded or continued. The Chair shall use his/her best efforts to preserve order and see that members of the commission and the public are treated at all times with respect. The Chair shall execute all official documents and letters on behalf of the Commission except if the Chair is a member of the Town Council and the signature is for a subdivision plat or findings related to a conditional use permit, in which case the Town Councilmember/Chair shall be recused and the Vice-Chair execute any official documents or letters required of the Chair.
- v. *Meeting Adjournment*. Meetings of the Planning Commission, as a goal, shall be scheduled to end at a reasonable hour and the Chair and commissioners shall use their best efforts to conclude the meeting in a timely manner.
- 4. Voting and Conflicts of Interest.
- a. *Quorum*. A quorum of Commission members must be present and vote in a public meeting for the Commission to make a decision. Any agenda item must receive three affirmative votes for approval or recommendation to the Town Council for approval. All votes will be cast verbally.

- b. *Abstention*. Failure to vote by a member shall be counted as an abstention. All official Commission members will vote except those who have abstained. A Commission member shall abstain only if he or she has possible conflict of interest. All members of the Commission shall be familiar with and adhere to the provisions of Title 10 Chapter 3 Part 13, U.C.A., "Municipal Officers' and Employees' Ethics Act" and Hideout Town conflict of interest and ethics ordinances. If the Commissioner(s) suspects that they may have a conflict of interest which would affect their employment or financial interests concerning any matter to be reviewed by the Planning Commission, they shall consult with the Town Attorney prior to the scheduled review for advice regarding the appropriate action to be taken or shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter. If the Commissioner(s) first suspects such a conflict of interest during the meeting in which the matter is being reviewed, they shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter.
- c. *Ex Parte Communication*. An ex parte contact is any communication with an applicant, applicant's representative or member of the public interested in the outcome of a decision that occurs outside of a planning commission meeting regarding a matter that is on the agenda or anticipated to be placed on a future agenda. Commissioners should refrain from engaging in these communications. Anyone speaking to Commissioners on these matters should do so at a public meeting so their comments, concerns, and evidence are on the public record. A Commissioner who has engaged in ex-parte communication should disclose the nature and extent of the communication prior to consideration of the matter and declare whether the member is capable of making a decision free from bias as a result of the communication.
- d. Explaining Vote. After the vote is taken, any member of the Commission desiring to explain his/her vote shall be allowed an opportunity to do so.
- 5. Alternates. The Commission consists of two alternates. The alternates attend all meetings of the Commission. The alternate member may sit in for a full time member of the commission, at the request of the chairperson, when the full time member is not able to be in attendance including if the full time member recuses on a matter. When an alternate is needed in place of a regular member, the two alternate members rotate the responsibility. The alternate may only vote at such time as they are acting for the full time member. If the full commission is present, the alternates shall sit with the planning commission and may participate in the discussion and ask questions, but may not vote.

Adopted by the Planning Commission on August	, 2025
Adopted by the Flairning Commission on Adgust	, 2023

Jonathan Gunn, Interim Acting Chair Hideout Town Planning Commission

1. July 17, 2025 Planning Commission Minutes DRAFT

1		Minutes
2	To	wn of Hideout Planning Commission
3	Regular Meeting and Public Hearings	
4	July 17, 2025	
5	6:00 PM	
6		
7		
8		ideout, Wasatch County, Utah met in a Regular Meeting on July 17, 2025
9	at 6:00 PM electronically via	Zoom and in person in the City Council Chambers located at 10860 N.
10 11		Hideout Trail, Hideout, Utah.
12	Regular Meeting and Public Hea	urings
13	I. <u>Call to Order</u>	
14	Chair Tony Matyszczyk	called the meeting to order at 6:07 PM and reminded participants that this
15	was a hybrid meeting h	eld both electronically and in-person.
16	II. <u>Roll Call</u>	
17	Present:	Chair Tony Matyszczyk
18		Commissioner Rachel Cooper
19		Commissioner Joel Pieper
20		Commissioner Glynnis Tihansky
21		Commissioner Brad Airmet (alternate)
22		
23	Attending Remotely:	Commissioner Chase Winder (alternate)
24	E	Constitution Description
25 26	Excused:	Commissioner Donna Turner
27		
28	Staff Present:	Polly McLean, Town Attorney
29	D 1112 2 2 3 5 5 111	Thomas Eddington, Town Planner
30		Alicia Fairbourne, Recorder for Hideout
31		Kathleen Hopkins, Deputy Recorder for Hideout
32		
33	Public in Parson or Attending	g Remotely: Brian Cooper, Nate Brockbank, Erik Davenport, Carla
34		lph Severini, Paul Watson and others who may not have signed in using
35	proper names in Zoom.	iph Severini, I adi watson and others who may not have signed in using
	proper names in Zoom.	
36		
37	III. Approval of Meeting M	<u>finutes</u>
38	,	g Commission Minutes DRAFT
39	There were no commen	ats on the June 26, 2025 draft minutes.
40		
41		

Motion: Commissioner Tihansky moved to approve the June 26, 2025 Planning Commission Minutes. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Winder. Voting No: None. Abstaining from Voting: None. Absent from Voting: Commissioner Turner. The motion carried.

# IV. Public Hearings

Chair Matyszczyk stated the matters related to the Wildhorse development would not be discussed at this meeting and requested they be continued to the August 21 2025 Planning Commission meeting. As these matters had been noticed for public hearing, the following items were opened for public comment.

- 1. Consideration and possible approval of a Conditional Use Permit (CUP), formerly known as a Planned Performance Development (PPD), for the Wildhorse Development to allow a Cluster Development with smaller lots in the Mountain Residential (MR) Zoning District.
- 2. Discussion and possible recommendation regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcel 00-0020-8164 (Wildhorse Development) from Mountain (M) Zone to Neighborhood Mixed Use (NMU). This proposed development is located on the northern side of SR-248, between the Woolf property and the Klaim Subdivision.
- 3. Discussion and possible recommendation to the Hideout Town Council regarding a Master Development Agreement (MDA) for the Wildhorse Development.

Chair Matyszczyk opened the floor for public comment on the three Wildhorse Development items at 6:10 PM. There was no public comment, and the public hearing was closed at 6:10 PM. The Planning Commissioners each affirmed they were comfortable with the continuance of these matters to the August 21, 2025 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).
  - Chair Matyszczyk asked Town Planner Thomas Eddington to lead the discussion on the matters related to the Elkhorn Springs development rezone request. Mr. Eddington noted the Planning Commissioners had seen most of the materials on these matters at prior meetings and asked for specific questions rather than walking through the full report.
  - Commissioner Glynnis Tihansky asked for clarification on changes to the design which seemed to eliminate development along the eastern portion of the property. Mr. Eddington confirmed the changes which were made at the request of the Planning Commissioners. Commissioner Tihansky noted an inconsistency regarding the zoning designations among the exhibits; Mr. Eddington agreed to correct the inconsistency in future presentations.

Commissioner Tihansky shared her two primary concerns with the development which were the inclusion of private roads and nightly rentals. Mr. Paul Watson, engineer for the Applicant, discussed the proposed road widths which included 26 feet of pavement with two feet of curb and gutter on each side. Mr. Eddington discussed the current Town road standards which required a full fifty-three feet of pavement and public utility easements. Commissioner Tihansky shared her concerns with future homeowners paying twice through town taxes and being responsible for the costs of snow plowing and maintenance of private roads. Mr. Eddington noted issues related to private roads were under consideration by the Town Council.

Commissioner Rachel Cooper expressed her concerns with fairness to Homeowners Associations (HOA's) and property owners regarding responsibilities for roads and public amenities. Town Attorney Polly McLean stated that for the Town to accept any roads, they must meet Town standards. Otherwise, any other roads would need to be private.

Mr. Eddington discussed the range of amenities that are required components of the subdivision based on its size, and additional amenities which the developer might offer. Discussion ensued regarding the elimination of the previously proposed community center and other amenities which had been removed from the proposal and replaced with a cash contribution to the Town from the developer.

Mr. Nate Brockbank, Applicant, referred to subsequent meetings with Town personnel where a preference was stated for the Applicant to make cash payments directly to the Town rather than provide or build various amenities. Mr. Eric Davenport, attorney for the Applicant, discussed the proposed cash payments which had not been correctly included in the meeting materials. These payments would include an initial \$1.5 million payment, a second \$1.5 million payment and approximately \$1.7 million in payments based on closing prices for a total of \$4.7 million.

Commissioner Joel Pieper shared his frustrations with the subsequent negotiations with the Applicant and the Mayor and staff which seemed to circumvent the work of the Planning Commission which had spent months reviewing this project. Commissioner Pieper stated the proposed town entrance sign and the spine trail project were priorities which had been eliminated; Commissioner Tihansky added the proposed community center had been an important amenity from her perspective and Commissioner Cooper stated the pickleball courts did not seem to be an important amenity to the broader community. Mr. Brockbank stated he was flexible to reconsider the proposal but thought he had heard from the mayor that the location of a community center located near Deer Springs would be preferable to building it in Elkhorn Springs in the outskirts of Town.

Mr. Brockbank agreed to personally pay for the town entrance sign and the engineering study for the spine trail. Mr. Eddington asked for clarification in the draft MDA regarding the \$1.5 million payments which Mr. Davenport agreed should both be listed as \$1.5 million.

Commissioner Tihansky stated she was comfortable with the relocation of the community center. Mr. Brockbank confirmed the land where the pickleball courts would be located would be dedicated to the Town and all other parks and amenities would be owned and operated by the HOA. He added that these details would all be fully disclosed in contracts with future buyers. Mr. Brockbank stated the land intended for commercial development would be retained by the developer.

1 Mr. Brockbank suggested the addition of a stipulation in the MDA that the proposed commercial 2 development property would revert to Town ownership if the developer did not develop it within 3 five years. 4 Ms. McLean noted the MDA currently stated the developer had full discretion on the type of 5 commercial development. Mr. Eddington suggested adding some guardrails regarding the types of acceptable business types in the commercial development. 6 7 Ms. McLean suggested Mr. Eddington review the current iteration of the proposal including 8 changes and requested variances, to understand updates made since the last Planning Commission 9 meeting. 10 Commissioner Cooper asked about landscaping and the proposed trail system. Mr. Eddington directed her to those exhibits in the meeting materials and noted additional details which would 11 need to be provided. 12 Mr. Brockbank discussed the reasons surrounding the need for private roads where Town Code 13 14 could not be met. These include 1) the use of 45-degree angled parking around the park; 2) roads which would be three feet short of the paved road width requirements to accommodate the 15 staggered building envelopes; and 3) sections of the existing secondary access road which exceeded 16 15% slopes and did not meet the Code's maximum grade requirements. 17 Mr. Eddington reviewed the pro-form financial analysis included in the meeting materials which 18 19 compared public and private roads, estimated revenues to the Town and expenses under various 20 scenarios and points in time. 21 Discussion ensued regarding tradeoffs for public versus private roads, and whether a change in the proposal to meet Town road standards would result in an extensive redesign of the project. 22 Mr. Eddington discussed the trail network and asked if the developer intended to deed restrict the 23 24 16 acres as dedicated open space which Mr. Brockbank confirmed. There were 17 parking spaces 25 proposed at the park. Mr. Eddington highlighted areas with greater than 30% slopes where variances were being 26 requested. Mr. Watson discussed limitations for moving developed areas any further given the need 27 28 for detention basins. Mr. Brockbank noted ten units were removed from the area near the park. Mr. Eddington noted the design and architectural guidelines had not been created yet, so the final 29 designs for the units would be dependent on those guidelines. 30 31 Mr. Brockbank discussed the proposed housing types including 24 stacked-flat buildings, single family homes on various lot sizes, as well as uphill and downhill townhomes. The largest single 32 family lots would be approximately 1/2 acres with approximately 4,500-5,500 square feet homes. 33 34 None of the units had been designed yet, and Mr. Brockbank agreed to bring all designs to the Town's Design Review Committee for approval. 35 Mr. Eddington asked the Applicant for final calculations on the active open space and amenities to 36 37 confirm all standards were met. Mr. Eddington reviewed the requested waivers and exceptions 38 including sensitive lands, excess 30% slopes, cut and fill areas exceeding twenty feet, retaining 39 walls greater than ten feet, short-term rentals, and lot size and setbacks on certain units.

Chair Matyszczyk asked for guidance from Ms. McLean on whether to discuss the Master Development Agreement (MDA) prior to voting on the zoning since they were interconnected. Ms. McLean said that was appropriate, and the public hearings for both items could be heard together.

- 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.
  - Mr. Eddington reviewed the draft MDA and noted the proposed density of 229 units discussed in the document was not vested density but rather a maximum density which could be reduced upon completion of final engineering review, drainage issues and adherence to all Town Code for public health and safety reasons.
  - Mr. Eddington suggested the Planning Commissioners consider the section regarding the 14,000 square foot commercial pad, whether the developer would have full discretion on its development, whether it might revert ownership to the Town if not developed within a certain time period, and whether to include any guardrail language regarding the types of acceptable development.
  - Mr. Eddington discussed the various housing types and maximum units for each; decisions to be made regarding the composition of the design review committee; the need for an additional exhibit to designate untouched lands; dedication of indoor pickleball courts to the Town; the Developer's Mitigation of Impact Contribution components; and whether the proposed percentage of sales prices to be donated to the Town was acceptable.
  - With regard to the monetary contributions from the developer, Ms. McLean stressed the importance of tying the use of those funds to a community benefit. She noted this was appropriate for both the Planning Commission and the Town Council to consider in their decisions to potentially approve the MDA. She acknowledged the Planning Commissioners may be frustrated with the process regarding these negotiations but stressed the Planning Commission had a state mandated responsibility to provide a recommendation to the Town Council which would have the ultimate decision-making authority. She urged the Planning Commissioners to provide their best advice on these matters, which could include suggestions on how the developer contributions be utilized for the benefit of the community.
  - Mr. Eddington discussed which proposed amenities were required to meet Town Code and which additional amenities were being proposed to justify the increased density and upzoning request.
  - Mr. Eddington led a discussion regarding the approval for short-term rentals. Mr. Brockbank indicated he would appreciate the approval, but it was not necessary. Discussion ensued regarding the pros and cons of allowing these types of rentals and potential parameters that the Planning Commission could accept. Commissioner Brad Airmet suggested limiting short-term rentals to the zoned areas containing the stacked flats and town homes, but not the single-family homes. Each of the Planning Commissioners supported this proposal.
  - Commissioner Tihansky suggested the MDA include a stipulation for the Community Impact Mitigation fees to be dedicated to the construction of a community center to be located elsewhere in Town. Discussion ensued regarding other suggestions for these funds which might include the relocation of the Public Works building and commercial development at Ross Creek. Mr.

1 2	Brockbank stated the maximum amount of the fees contributed to the Town would be 0.40% of the sales prices of the units; he also agreed to include the inclusion of the town entrance sign and the
3	engineering study for the spine trail as his contributions in the MDA.
4	Ms. McLean reminded the Planning Commissioners they had the option to forward a positive
5	recommendation with conditions to the Town Council.
6	Discussion ensued regarding the conditions and guardrail language related to the commercial site.
7	It was determined a five-year time limit for the developer to develop the commercial site would be
8 9	suggested. It was also suggested that the MDA include the types of approved retail tenants that would be acceptable.
,	
10	Chair Matyszczyk opened the floor for public comment on the Elkhorn Springs rezone item at 7:59
11	PM.
12	Mr. Brian Cooper, Shoreline resident, shared his concerns with the risks of private roads and related
13	infrastructure where it connected to public infrastructure and noted HOA's could be responsible
14	for large expenses to repair and maintain these roads over time. He also shared his concerns that
15	future property owners may not understand their potential financial exposure from this
16	responsibility. He was supportive of the proposal to designate the use of the Community Impact
17	Mitigation fees for some sort of community center.
18	Ms. Carla Mathiason, Golden Eagle property owner, supported the restriction of nightly rentals
19	from the single-family homes in the Elkhorn Springs development, and asked for a more thoughtful
20	delineation of the zoning boundaries to maintain a buffer between the higher and lower density
21	areas of the development.
22	The public hearing on the Elkhorn Springs rezone item was closed at 8:05 PM.
23	Chair Matyszczyk opened the floor for public comment on the Elkhorn Springs MDA item at 8:05
24	PM. There was no public comment and that public hearing was closed at 8:06 PM.
25	
26	Motion: Commissioner Tihansky moved to make a positive recommendation to the Hideout
27	Town Council regarding an amendment of the Official Hideout Zoning Map to rezone parcels
28	00-000-8181, 00-0020-8182, and 00-0020-8184 (the "Elkhorn Springs" Development) from
29	Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6
30	(R6), Residential 20 (R20), and Natural Preservation (NP) to include the items referenced in
31	the Staff Report which will be finalized with the Applicant. Commissioner Pieper made the
32	second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper,
33	Commissioner Tihansky and Commissioner Winder. Voting No: None. Absent from Voting:
34	Commissioner Turner. The motion carried.
35	
36	Motion: Commissioner Tihansky moved to make a positive recommendation to the Hideout

Development with the following conditions:

37 38 Town Council regarding a Master Development Agreement for the Elkhorn Springs

1		1). The survey and design for the spine trail and the town entrance sign would be included		
2		as contributions from the Applicant;		
3		2) the funds derived from the Community Impact Mitigation fees be utilized for a		
4	community center, relocation of the Public Works Building and/or creation of commer			
5		development elsewhere in the Town;		
6		3) Nightly Rentals be limited to the Neighborhood Mixed Use and Residential 20 zones of		
7		the development;		
8		4) the developer will have five years to develop the commercial area otherwise that property		
9		will revert ownership to the Town, and the developer will have a Conditional Use Permit		
LO		for the approved types of neighborhood mixed used retail businesses to be detailed in the		
l1		MDA;		
L2		5) the payment schedule in the MDA will be corrected to list \$1.5 million for each of the		
L3		two payments;		
L4		6) the Town Council consider the potential risks of private roads; and		
L5		7) other red-lined items from the draft MDA will be finalized with the Applicant.		
L6		Commissioner Winder made the second. Voting Yes: Commissioner Cooper, Char		
L7	Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Winde			
L8		Voting No: None. Absent from Voting: Commissioner Turner. The motion carried.		
L9				
20	V.	Meeting Adjournment		
21		There being no further business, Chair Matyszczyk asked for a motion to adjourn.		
22		Motion: Commissioner Pieper moved to adjourn the meeting. Commissioner Tihansky made		
23	the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Piepe			
24		Commissioner Tihansky and Commissioner Winder. Voting No: None. Absent from Voting:		
25		Commissioner Turner. The motion carried.		
26		The meeting was adjourned at 8:13 PM.		
27				
<u>2</u> 8				
<u> 29</u>		Kathleen Hopkins		
30		Deputy Recorder for Hideout		
. •		Deputy Recorder for Indecat		

1. Discussion and possible approval of an amendment to lots R-1, R-2, R-4, R-5 and R-6 of Hideout Canyon Phase 8 Reflection Ridge (parcel numbers 00-0020-8715, 00-0020-8716, 00-0020-8718, 00-0020-8719, and 00-0020-8720) to relocate the twenty foot (20') wide limited common areas for the driveways.



# Staff Review of Proposed Subdivision Amendment

To: Interim Acting Chair: Jonathan Gunn

Town of Hideout Planning Commissioners

From: Thomas Eddington Jr., AICP, ASLA

Town Planner

Re: Hideout Canyon Phase 8 - Plat Amendments to Residential Subdivision -

Reflection Ridge

Date: August 28, 2025 Planning Commission Meeting

Submittals: The Applicant submitted the following plans:

Subdivision Amendment Application made on August 13, 2025

Subdivision Plat dated August 4, 2025

## **Overview of Current Site Conditions**

Site Area: Lot Sizes for R-1, R-2, R-4, R-5, R-6 range between 4,386 SF and

4,419.9 SF (plus common space surrounding)

Zoning: Resort Specially Planned Area (RSPA) and within a Residential

Medium Density (RMD) Density Pod

Required Setbacks: Front: 20'

Rear: 20'

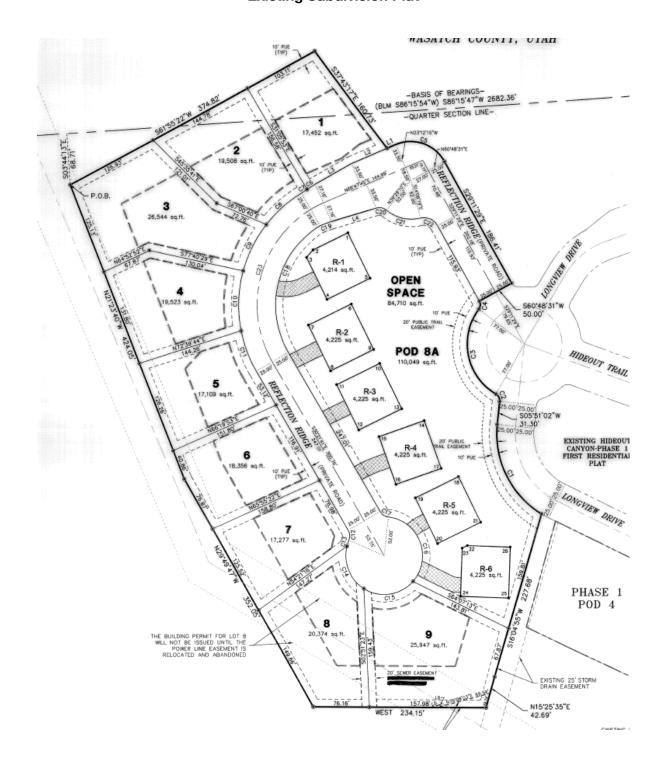
Side (distance between buildings): 10' minimum

Max Height: 42' maximum (3 ½ stories)

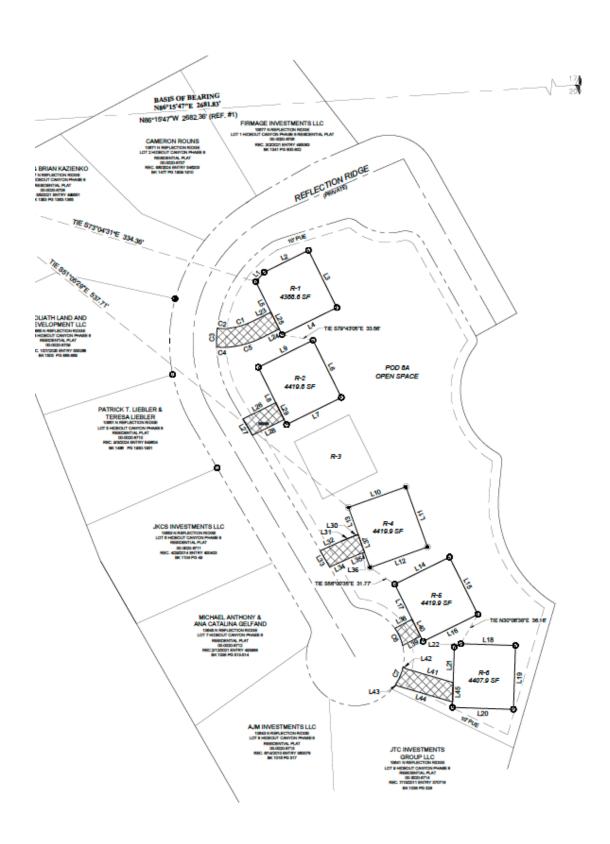
# **The Proposed Subdivision Amendment**

The Applicant is proposing to move the driveway locations for Lots R-1, R-2, R-4, R-5, and R-6 in the Hideout Canyon Subdivision (all located on Reflection Ridge). Each of the existing driveways (limited common designation) are 20'-0" wide single driveway that are centered on each property creating an awkward/centered garage location for the proposed houses. The Applicant proposes to have each of the limited common areas moved to accommodate a more desirable driveway location (see the detailed subdivision amendment on the following pages).

# **Existing Subdivision Plat**



# **Proposed Subdivision Plat**



The Planning Commission approved a similar request for Lot R-3 in 2024.

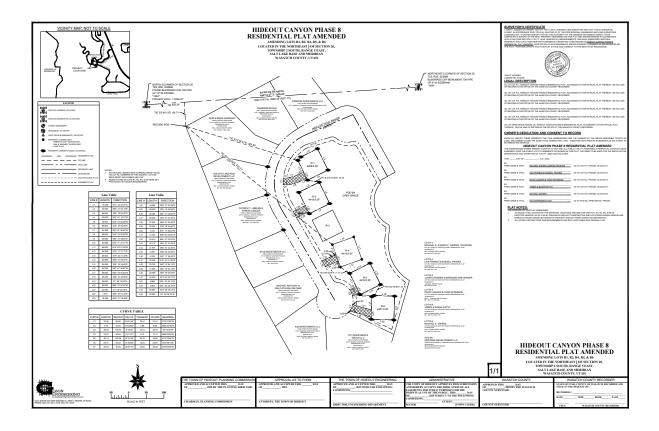
A few issues must be addressed and/or conditions attached to any approval of the proposed Subdivision Amendment:

- 1. Any approval by the Town must be reviewed and approved by the HOA Design Review Committee.
- 2. The slope of the driveway cannot exceed 10% per Town code unless approved by the Town Engineer.
- 3. The Applicant must confirm that no utilities exist under the proposed location for the driveway.
- 4. The plat should include the updated R-3 limited common space that was approved in 2024.
- 5. The plat should include the easement that runs through Lot 6 to accommodate Reflection Lane.
- 6. Some of the title blocks require revised wording.

#### Recommendation

The Planning Commission should review the proposed plat amendment to the Hideout Canyon Residential Subdivision, Phase 8 - Lots R-1, R-2, R-4, R-5, and R-6 and consider approving this plat amendment.

# **Exhibit A Proposed Amended Subdivision for Hideout Canyon, Phase 8**



2. 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.

From: Ted Perlstein < > Sent: Monday, August 25, 2025 2:48:40 PM  To: hideoututah < > Subject: Caution: External PUBLIC COMMENT for the 8/28/25 Planning Commission Public Hearing
Hi. My family and I just purchased a property in Hideout and we are beyond excited. Prior to the purchase, I read through planning commission meeting notes and absorbed as much as possible about the area. The level of caring and thoughtfulness that I observed from most everyone who lives here and serves on committees like this one were large contributing factors for me personally to choose Hideout.
The reason for this comment though is to advocate for the Wildhorse proposal I've seen discussed in those past meeting notes. Albeit, I'm new to town but the amount of time I spent driving up and down 248 was significant and I couldn't purchase so much as a bottle of water. Longer term residents can speak more eloquently than me about the need for restaurants and grocery but for what it's worth, I am a big proponent of doing whatever we need to do to assist with this initiative.
Thank you for your time.

-Ted Perlstein

#### **SALT LAKE AREA OFFICE**



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

Town of Hideout Planning Commission Meeting

August 28, 2025

### RECOMMENDATION

Please find EXH-1 – "Wildhorse Concept Plan", which is the applicant's latest submittal. My comments are as follows. Note that these comments are based on a concept plan and not final drawings.

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

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



- 8. Obtain a permit from UDOT to discharge into their right-of-way.
  - a. Connect to the orange pipe in the photo. The connection from the UDOT culvert to the orange pipe must be piped with junction boxes pursuant to Town Standards.
  - b. Evaluate the orange pipe, for the Town Engineer's review, to ensure that connections, sizes, materials, and slopes are adequate.
  - c. Improve anything that is inadequate pursuant to the Town Engineer's feedback.
- 9. Add these notes to the conceptual plans:
  - a. The feasibility of lots is unknown where storm drainage detention and retention are employed. Lot feasibility will be determined at final design.
  - b. Fire hydrant spacing shall be determined by Wasatch Fire District at final design.
  - c. Where public storm water drains onto private property, an easement shall be granted to the Town establishing that the private property owner accepts the drainage as theirs and releases and indemnifies the Town from any potential liability associated with it.
  - d. Town Code 10.08.18.D "The Town Engineer shall determine the most appropriate engineering system and materials for retaining walls located within public right-of-way and those located outside public right-of-way that support a public road."

Respectfully,

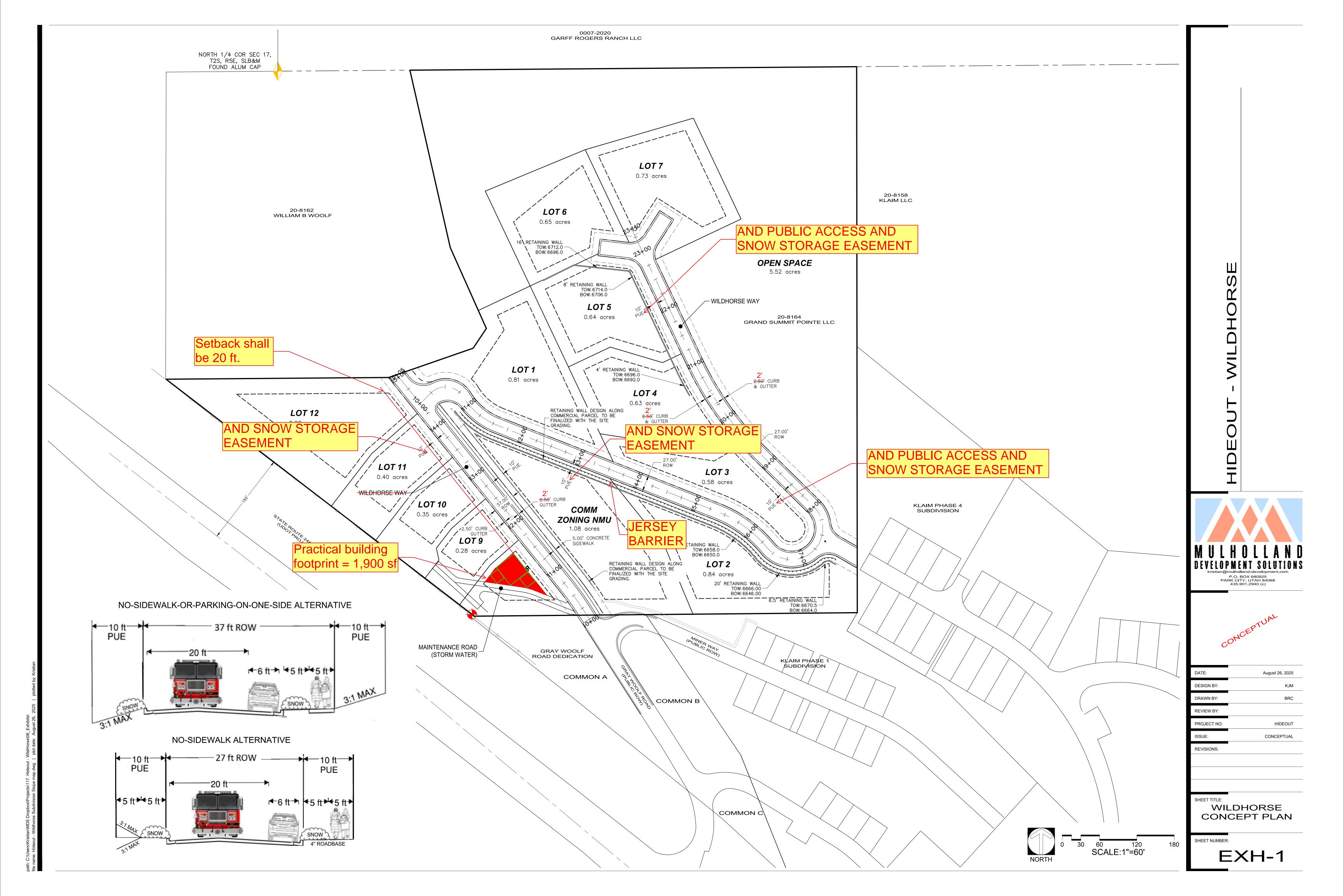
HANSEN, ALLEN & LUCE, INC.

ordon L. Mines

Gordon L. Miner, P.E.

Town Engineer

Exhibit 1 – Comments on Wildhorse Concept Plan



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



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

To: Acting Chair: Jonathan Gunn

Town of Hideout Planning Commission

From: Thomas Eddington Jr., AICP, PLA

Town Planner

Wild Horse Rezoning Request - Tim Schoen's Commercial Project Proposal Re:

Prepared for the August 28, 2025 Planning Commission Meeting Date:

Submittals: Updated MDA (via email on August 25, 2025) and an updated Concept Plan and

Building Envelopes (received via email on August 26, 2025); prior submittals are

included as Exhibits to the MDA but will need to be updated

# Background

The Applicant has been working closely with staff and the Planning Commission over the past ten months as the proposed commercial and residential project has evolved. The Planning Commission approved the Concept Plan for Wildhorse on February 18, 2025. At this meeting, the Planning Commission should review the proposed rezoning and draft Master Development Agreement (MDA), with attachments (some of these are placeholders and will need to be updated).

A couple of items that staff requests specific input and direction on include, but are not limited to:

- The location and configuration of the Villas and the location of the stormwater detention basin (see Exhibits D and F) and its impact on Lot 8 in particular.
- Phasing schedule (see Exhibit H) and timing of the commercial development.

Staff requests the Planning Commission review the attached MDA, and associated exhibits (including the proposed rezone map, Exhibit L), and consider providing a recommendation to the Town Council.

# **DRAFT**

# DEVELOPMENT AGREEMENT FOR

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

This Development Agreement (this "Agreement") is entered into as of this day of
, 2025, by and between Grand Summit Pointe, LLC, a Delaware limited liability
company ("Developer"), as the owner and developer of certain real property located in Hideout,
Wasatch County, Utah, on which Developer proposes the development of a project known as the
Wildhorse PC, and the Town of Hideout, a Town and political subdivision of the State of Utah
("Hideout"), by and through its Town Council. Hideout and Developer are hereinafter collectively
referred to as "Parties."

# RECITALS

- A. Developer is the owner of a single parcel of certain real property located at \_\_\_\_\_\_, Hideout, Wasatch County, Utah, consisting of approximately 15.19 acres, and identified as Assessor's Parcel Number(s) 00-0020-8164 with a legal description which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the concept plan attached hereto as Exhibit B and incorporated herein by reference (the "Property").
- B. Hideout, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) and 10-9a-532, and (2) the Hideout Municipal Code (the "HMC"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement.
- C. Hideout allows for Development Agreements under HMC Section 11.08.04 and the parties agree that this Agreement satisfies those requirements. Additionally, Utah State Code 10-9a-532 regulates Development Agreements and the parties agree that this Agreement satisfies the requirements of that section.
- D. The Property is located in the Mountain Residential Zone ("M Zone") and the Developer is seeking a rezone of a portion of the property to Neighborhood Mixed Use ("NMU") Zone.
- E. The Developer and Hideout acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty and be useful to the Developer and to Hideout in ongoing and future dealings and relations among the Parties.
- F. Developer and Hideout desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

- G. Hideout has determined that the proposed development contains features which advance the policies goals and objectives of the Hideout General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of Hideout, and will result in planning and economic benefits to Hideout and its citizens.
- H. The additional density requested as part of the development will cause impacts to the Town of Hideout.
- I. Developer has previously received approval of its "Master Concept Plan" as shown by Exhibit B. This Master Concept Plan gives guidance to the Applicant to assist in meeting the requirements and constraints for Subdivision development within the Town of Hideout. It does not vest any particular layout or density if the site does not support it, except as otherwise provided by this Agreement or Utah law.
- J. Following a lawfully advertised public hearing, and a recommendation from the Planning Commission, Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.
- K. Developer shall have the vested right to develop a maximum of seven single-family lots and five single-family dwelling units less than 3,000 SF (the "Villas") on the Property in the layout conceptually illustrated in Exhibits B and C plus approximately 15,000 (no less than 12,000 square feet and no more than 16,000 square feet) square feet of free-standing commercial development (the "Project"). The maximum density is based on the ability to comply with applicable standards, ordinances and regulations. No additional density will be permitted in the Project unless it is granted under an amendment to this Agreement. All such development shall comply with the HMC unless expressly stated otherwise herein. Final approval for the layout shall be submitted for Preliminary and Final Subdivision review pursuant to the process governed by the HMC.
- L. Hideout has determined that, subject to the terms and conditions of this Agreement, the Project is compliant with all applicable provisions of the HMC as clarified or modified by this Agreement. Hideout has also found that the Project is consistent with the purpose and intent of all relevant provisions of the HMC and Utah Code.
- M. This Agreement shall only be valid upon approval of such by the Hideout Council (the "Town Council"), pursuant to Resolution R-Click or tap here to enter text., a copy of which is attached as Exhibit E;
- N. The Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the Town Council, in its sole legislative discretion, approves a zone change for a portion of the Property currently zoned as Mountain (M) residential to a zone designated as Neighborhood Mixed Use (NMU).
- O. Under Ordinance 2025-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on and adopted by the Town Council, a copy

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

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

# 1. Project Conditions:

- 1.1. <u>Incorporation of Recitals</u>. The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth in the body of this Agreement in their entirety.
- 1.2. Approval Documents. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated \_\_\_\_\_\_\_, 20\_\_\_, attached hereto as Exhibit G, and (ii) Master Concept Plan Approval dated \_\_\_\_\_\_/ /20\_\_\_, attached hereto as Exhibit B, together with related documents attached hereto, are hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of the Project, subject to the provisions of this Agreement, including the rights to construct the following:

Property Type	Unit Count (S.F./Units)	ERU Count
Neighborhood Commercial	+/-14,000 / 1	6 ERUs (.75 ERU per 2,000
(limited to the following uses:	(minimum 12,000 SF and	SF)6 ERUs
restaurant, bar, grocer, or	maximum 16,000 SF	
market)		
Single-family dwelling units	3,000 SF ea. / 5	5 ERUs
not to exceed 3,000 SF		
(Villas)		
Single-Family Lots	7 lots	7 ERUs
Total ERUs		12 Residential ERUs
		6 Commercial ERUs

The density outlined above is a maximum density and not an entitled density allowance unless the site can support that density. The Town's development standards, including those contained in the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards required by the Town and adherence to these standards may cause a lower density if the site cannot meet those standards with the allotted density. The project meets the requirements of Cluster Development pursuant to HMC Chapter 12.06 which allows for reduced lot sizes of less than 1 acre) for single family lots in the Mountain (M) residential zone (see Exhibit \_\_\_\_) and which strictly defines lot sizes, maximum building envelopes with areas of non-disturbed land/vegetation defined.

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

- 1.3. Governing Standards. The Concept Plan, the Approval Documents, and this Agreement establish the conceptual layout and design for the Project, and include the generally anticipated uses, anticipated density, intensity and general configuration for the Project all of which are subject to final subdivision submittal and review where Town Code provisions may alter the Concept Plan or reduce the density. Applications for approval for the Project shall be subject to the requirements of the HMC, except as otherwise expressly provided in this Agreement. The Project shall be developed by the Developer in accordance with the Concept Plan, the Approval Documents, and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Approval Documents, and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town Planner, such as exact building locations, exact locations of open space, residential access driveways, signage, and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way increase the maximum density, use, and intensity of the development of the Project. Any change that increases the maximum density, use, and intensity of development is not precluded, however, it shall require prior approval of the Planning Commission and the Town Council.
- **1.3.1 Exceptions to the HMC.** Hideout acknowledges that as part of this development agreement it is granting certain exceptions to the HMC, including:
  - A. Construction of seven single-family residential units (Lots 1 through 7), five smaller single-family villas (Lots 8 through 12) and a commercial building as well as a related residential access roadway (see <a href="Exhibit">Exhibit</a> on portions of slopes up to 36% slope (exceeding the HMC allowance of 30%)
  - B. Reduced Minimum Setbacks for the single-family lots (all garages will be accessed from the side yard):
    - o Front yard: 15'-0" (Code requires 50'-0")
    - o Rear yard: 20'-0" (Code requires 30'-0")
    - O Side yards (each): 15'-0" (Code requires 25'-0")
  - C. Reduced Minimum Setbacks for the residential villa properties in the Mountain (M) zone:
    - o Front yard: 20'-0" (Code requires 50'-0")
    - o Rear yard: 20'-0" (Code requires 30'-0")
    - o Side yards (each): 10'-0" (Code requires 25'-0")
  - D. Retaining walls of up to a maximum of twelve (12) feet in height in the residential areas of the proposed development (see Exhibit ): (Code allows up to 10'-0")
  - E. Retaining walls of up to a maximum of twenty-three (23) feet in height in the area of the access road, particularly Wildhorse Way (see Exhibit ): (Code allows up to 10'-0")
  - F. Retaining walls of up to twenty (20) feet in height in the commercial areas (NMU zoned) of the proposed development (see Exhibit \_\_\_\_): (Code allows up to 10'-0")
  - G. Short-term rentals shall be permitted for the Villas

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

1.4. Utilities. Developer shall be responsible, at Developer's sole cost and expense, to

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

- **1.5.** <u>Master Concept Plan</u>. The Master Concept Plan (Exhibit B) is hereby incorporated by reference.
- **1.6.** <u>Architectural Guidelines</u>. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit J, as permitted by Utah State Code Section 10-9a-534(3)(d), and incorporated herein by reference.
- 1.7. <u>Subdivision Requirements</u>. All requirements for Preliminary and Final Subdivision must be submitted in accordance with the Town Code. The construction mitigation plan shall identify any areas to be used as construction staging areas. Any disturbance in the Town-permitted construction staging areas, except as otherwise contemplated by the Concept Plan or final approval, shall be fully restored to existing conditions once use of the construction staging area is complete. The areas designated as "open space" shall not be disturbed in any way, including no allowance for construction staging. No fill is allowed anywhere on site unless needed to support structures or roads. Excess fill must be removed from the site in accordance with best practices.
- 1.8. Preservation of Native Vegetation and Slopes. The major portions of the Project shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed in the areas designated as open space on the Concept Plan. All construction and grading shall be subject to review by the Town Engineer and Town Planner for massing, screening, slope stabilization, erosion mitigation, and vegetation protection as may be required and revisions to the layout may be required. No single residential lot shall have more than 66% of the lot area disturbed in any manner. This will be strictly enforced at time of individual building permit application and will be included as a note on the subdivision plat.
- 1.9. <u>Limits of Disturbance</u>. Building envelopes depicting the limitations of disturbance of land shall be defined at time of subdivision approval for each phase, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line.
- **1.10.** <u>Additional Specific Developer Obligations.</u> As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:
  - **1.10.1.** <u>Developer's Mitigation-of-Impact Contribution</u>. In addition to the many other public contributions identified within this Agreement, and for the purpose of mitigating any impacts of the Project on Hideout, Developer shall construct trails on the site and trails and/or sidewalks that connect to nearby residential development, as contemplated in the Concept Plan.
  - 1.10.2. The developer agrees to construct the commercial building as outlined in Exhibit

- **1.11.** <u>Timeliness</u>. Development applications shall be approved by the Hideout Municipal Code in accordance with Utah Code.
- 1.12. <u>Town's Denial of a Development Application</u>. If Hideout denies any Development Application, Hideout shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why Hideout believes that the Development application is not consistent with this Agreement, applicable law, the HMC, or Hideout's vested rights laws.
- 1.13. <u>Meet and Confer Regarding Development Application Denials</u>. Hideout and Applicant shall meet within fifteen (15) business days of any denial to resolve the issues specified in the denial of a Development Application.
- **1.14.** Denials Based on Denials from Non-Town Agencies. If Hideout's denial of a Development Application is based on the denial of the Development Application by a non-Hideout agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

# 1.15. Mediation of Development Application Denials.

- **1.15.1.** <u>Issues Subject to Mediation</u>. Issues resulting from Hideout's denial of a Development Application shall be mediated by a third-party mediator in accordance with this Section.
- 1.15.2. Mediation Process. If Hideout and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator, free of conflicts, with subject matter knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.
- **1.15.3.** No Monetary Damages. If there is any litigation related to denials of applications or interpretation of this Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.
- **1.16.** Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils

and environmental conditions on the Property. Furthermore, Developer shall be responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required by applicable federal law.

# 2. Approval and Reserved Legislative Powers.

- **2.1. Development Approval**. Subject to the provisions of this Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Hideout. Hideout shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3<sup>rd</sup> party inspections/evaluations.
- **2.2.** Roads in the Project shall be constructed to Town standards. It is anticipated at this time that all shall be public. The maintenance of these roads and any utilities located under or adjacent to them shall be the responsibility of the homeowner or the HOA until such time the roads are dedicated to the Town of Hideout. All roads will be dedicated to the Town subject to compliance with all engineering standards and shall be approved by the Town Engineer.
- Reserved Legislative Powers. Developer acknowledges that Hideout is restricted 2.3. in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to Hideout all of its police power that cannot be so limited. Notwithstanding the power of Hideout to enact legislation under the police powers vested in Hideout, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in Hideout; and, unless Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.
- **2.4.** No Undisclosed Rights. Developer acknowledges that this Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including the Town's

approval of Ordinance , the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the "Act"), the Hideout Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

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

## 3. General Terms and Conditions.

## 3.1. <u>Term of Agreement</u>.

- **3.1.1.** Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 2029 (see Exhibit \_\_\_\_\_). If Developer has not been declared to be currently in Default as of December 31, 2029 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2031.
- **3.1.2.** This Agreement shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.
- 3.1.3. Failure of Developer to obtain a permit from the building department and commence work on the Project in connection with said permit within thirty-six (36) months after the date of recordation of this Agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.
- **3.2.** Binding Effect; Agreement to Run with the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
- 3.3. <u>Vested Rights Granted by Approval of this Agreement</u>. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project as described in this Agreement, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

- 3.4. <u>Water</u>. At the time Developer submits an application for a subdivision plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that it has sufficient dedicated or reserved water with Jordanelle Special Service District ("JSSD") to service the existing and proposed development phase as reflected on the plat to be recorded. As a condition of approval of the plat, Developer shall, at the time of the recordation of the plat, provide a will-serve letter from JSSD and execute all necessary documents to transfer any water reservation agreement to the Town.
- 3.5. <u>Public Infrastructure</u>. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Snow removal shall be the responsibility of the private landowners and/or HOA. Road construction must meet all applicable standards and requirements and must be approved by the Town's Engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase. Consistent with Section 1.4 of this Agreement, it is anticipated that Developer shall apply for a PID to facilitate the construction of the infrastructure contemplated by this section. Such PID is not approved as part of this Agreement and must go through the process required for PIDs.
- **3.6.** Assignment. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of Hideout as provided herein.
  - a. <u>Notice</u>. 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. <u>Partial Assignment</u>. 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. <u>Grounds for Denying Assignment</u>. 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. <u>Assignee Bound by this Agreement</u>. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- **3.7.** No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties. The Parties acknowledge that this

Agreement refers to a private development and that Hideout has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless Hideout has accepted the dedication of such improvements

- **3.8.** <u>Integration</u>. This Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- 3.9. <u>Severability</u>. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- **3.10.** Minor Administrative Modification. Minor administrative modifications to the Concept Plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the concept plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Master Concept Plan included in Exhibit B.
- **3.11.** <u>Further Documentation</u>. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement are necessary as required or set forth in this Agreement and the HMC. Compliance with the Town's Engineering Standards and Specifications is required and no exceptions are permitted without an amendment to this document. The Concept Plan does not vest the Developer except as specifically stated in this Agreement.
- **3.12.** No Waiver. Failure to enforce any rights under this Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

### 3.13. Default.

- **3.13.1.** Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a sub-developer, then the Town shall also provide a courtesy copy of the Notice to Developer.
  - **3.13.2.** Contents of the Notice of Default. The Notice of Default shall:
    - **3.13.2.1. Specific Claim.** Specify the claimed event of Default;

- **3.13.2.2.** <u>Applicable Provisions</u>. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement (including exhibits) under which the claimed Default has occurred;
- **3.13.2.3. Materiality**. Identify why the Default is claimed to be material; and
- **3.13.2.4.** <u>Cure</u>. If applicable, the Party shall propose a method and time for curing the Default which shall be of no less than sixty (60) days' duration.
- **3.13.3.** <u>Meet and Confer; Mediation</u>. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 1.16.
- **3.13.4.** Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:
  - **3.13.4.1.** <u>Law and Equity</u>. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.
  - **3.13.4.2.** Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
  - **3.13.4.3.** <u>Future Approvals</u>. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a sub-developer, development of those Parcels owned by the sub-developer until the Default has been cured.
    - **3.13.4.4.** The rights and remedies set forth herein shall be cumulative.
- **3.14. Applicable Law**. This Agreement is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- **3.15.** <u>Venue.</u> Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah, Salt Lake City.
- **3.16.** Non Liability of City Officials and Employees. No officer, representative, consultant, contractor, attorney, agent or employee of Hideout shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by Hideout, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement.
  - **3.17.** Agreement. This Agreement, and all Exhibits thereto, is the entire agreement

between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

- **3.18.** <u>Mutual Drafting</u>. Each Party has participated in negotiating and drafting this Agreement therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- **3.19.** Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of Hideout, the signature of the Mayor of Hideout is affixed to this Agreement lawfully binding Hideout pursuant to Resolution No. (Exhibit E) adopted by Hideout on , 20

### 3.20. <u>Indemnification</u>.

- **3.20.1.** Agreement. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against Hideout which are related to, or arise from the entry into this Agreement.
- 3.20.2. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless Hideout against all claims, costs, damages, attorney's fees, expenses, liabilities or other losses incurred by, or asserted against or levied against Hideout which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by Hideout.
- **3.21.** <u>Notices</u>. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to the Town Attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

## To Developer:

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

### To the Town:

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

## 4. Phasing: Access.

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

- **4.2.** Construction of Access. Developer may commence grading access to the Project as approved by the Town Engineer according to Townstandards, and pursuant to permit requirements of the HMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.
- 4.3. Forms of Ownership Anticipated for Project. The Project will consist of several commercial buildings and related improvements, along with residential units consisting of single-family residences and nightly rental cabin or villa units. Those villa or cabin units shall comply with HMC provisions regulating nightly rentals, including in obtaining business licenses and paying transient room tax as applicable. Such nightly rentals shall be regulated through the homeowner's association and shall be governed by appropriate restrictive covenants recorded against the same.

# 5. <u>List of Exhibits.</u> THESE EXHIBIT LETTERS NEED UPDATED IN BODY

Exl	n	1b	1t	A:	Lega	l L	esc:	rıp	tıon

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

IN WITNESS WHEREOF, this Ag	reement has been executed by the Developer by
persons duly authorized to execute the same a	nd by the Town of Hideout, acting by and through
its Town Council as of theday of	, 2025.
	TOWN OF HIDEOUT
	By:
	Ralph Severini, Mayor

ATTEST:	
By: Alicia Fairbourne, Town Recorder	
APPROVED AS TO FORM:	
Polly McLean, Town Attorney	
DEVELOPER: XXXX	
a Utah limited liability company	
By:	
Name:	
Title:	
STATE OF UTAH ) : ss	
COUNTY OF)	
On this day of, whose identity is per	, 2025, personally appeared before me sonally known to me/or proved to me on the basis of
of XXXX, LLC, a Utah limited liability comp	orn/affirmed, did say that s/he is a member/manager
Notary Public	

#### EXHIBIT "A"

### **LEGAL DESCRIPTION**

### **INCLUDE THE ALTA SURVEY**

#### Parcel 1:

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

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

Excepting therefrom the following.

### Exception Parcel 1:

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

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

### Exception Parcel 2:

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

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

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

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



# ALTA/NSPS LAND TITLE SURVEY

# PARCEL NUMBER 20-8164, LOCATED IN THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ), TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN, HIDEOUT, WASATCH COUNTY, UTAH

## BASIS OF BEARING:

SOUTH 89° 33'19"W BETWEEN A FOUND MONUMENT AT THENORTHEAST CORNER AND A FOUND MONUMENT AT THE NORTH  $\frac{1}{4}$  CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

# SURVEYOR'S CERTIFICATE:

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

## **SURVEY NARRATIVE:**

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

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

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

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

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

DATE OF MAP: OCTOBER 12, 2023.

# **GENERAL NOTES:**

- 1. THIS SURVEY IS BASED UPON A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND COALITION TITLE AGENCY.
- 2. THIS SURVEY ADDRESSES SURVEY RELATED SCHEDULE B EXCEPTIONS TO COVERAGE, SEE THIS SHEET FOR EXCEPTION NOTES.
- DOCUMENTS PROVIDED (P) AND RESEARCHED (R) IN THE PERFORMANCE OF THIS SURVEY ARE AS FOLLOWS:

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

# RECORD LEGAL DESCRIPTION:

# PARCEL 1

BEGINNING AT A POINT SOUTH 89°33'19" WEST ALONG THE SECTION LINE 1778.805 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°03'56" EAST 877.49 FEET; THENCE SOUTH 89°28'38" WEST 1112.25 FEET; THENCE NORTH 0°05'38" EAST 879.02 FEET TO THE SECTION LINE; THENCE NORTH 89°33'19" EAST ALONG SAID SECTION LINE 1109.80 FEET TO THE POINT OF BEGINNING.

# SUBJECT TO AN ACCESS ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 17, SOUTH 89°33'19" WEST A DISTANCE OF 1778.805 FEET; THENCE SOUTH 00°03'55" EAST A DISTANCE OF 877.49 FEET; THENCE SOUTH 89°28'38" WEST A DISTANCE OF 406.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°29'38" WEST A DISTANCE OF 38.05 FEET; THENCE NORTH 38°29'21" WEST A DISTANCE OF 489.78 FEET; THENCE NORTH 70° 51'31" EAST A DISTANCE OF 31.80 FEET; THENCE SOUTH 38°29'21" EAST A DISTANCE OF 502.66 FEET TO THE POINT OF TRUE POINT OF BEGINNING.

# EXCEPTING THEREFROM THE FOLLOWING: EXCEPTION PARCEL 1:

THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED DECEMBER 9, 1987 AS ENTRY NO. 144365, IN BOOK 196, AT PAGE 262 OF THE OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 432.20 FEET NORTH 0°31'23" EAST (HIGHWAY BEARING) AND 224.05 FEET NORTH 89°28'37" WEST (HIGHWAY BEARING) FROM THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°28'38" EAST (WHICH EQUALS HIGHWAY BEARING NORTH 89°28'07" EAST) 492.51 FEET, MORE OR LESS, ALONG THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 150.0 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER LINE OF SAID PROJECT; THENCE NORTH 52°00'00" WEST 620.60 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT THENCE SOUTH 0°05'38" WEST (SOUTH 0°30'42" WEST HIGHWAY BEARING) 386.66 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO WILLIAM B. WOOLF BY WARRANTY DEED RECORDED JUNE 9, 1999 AS ENTRY NO. 214947 IN BOOK 427 AT PAGE 134 OF THE OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

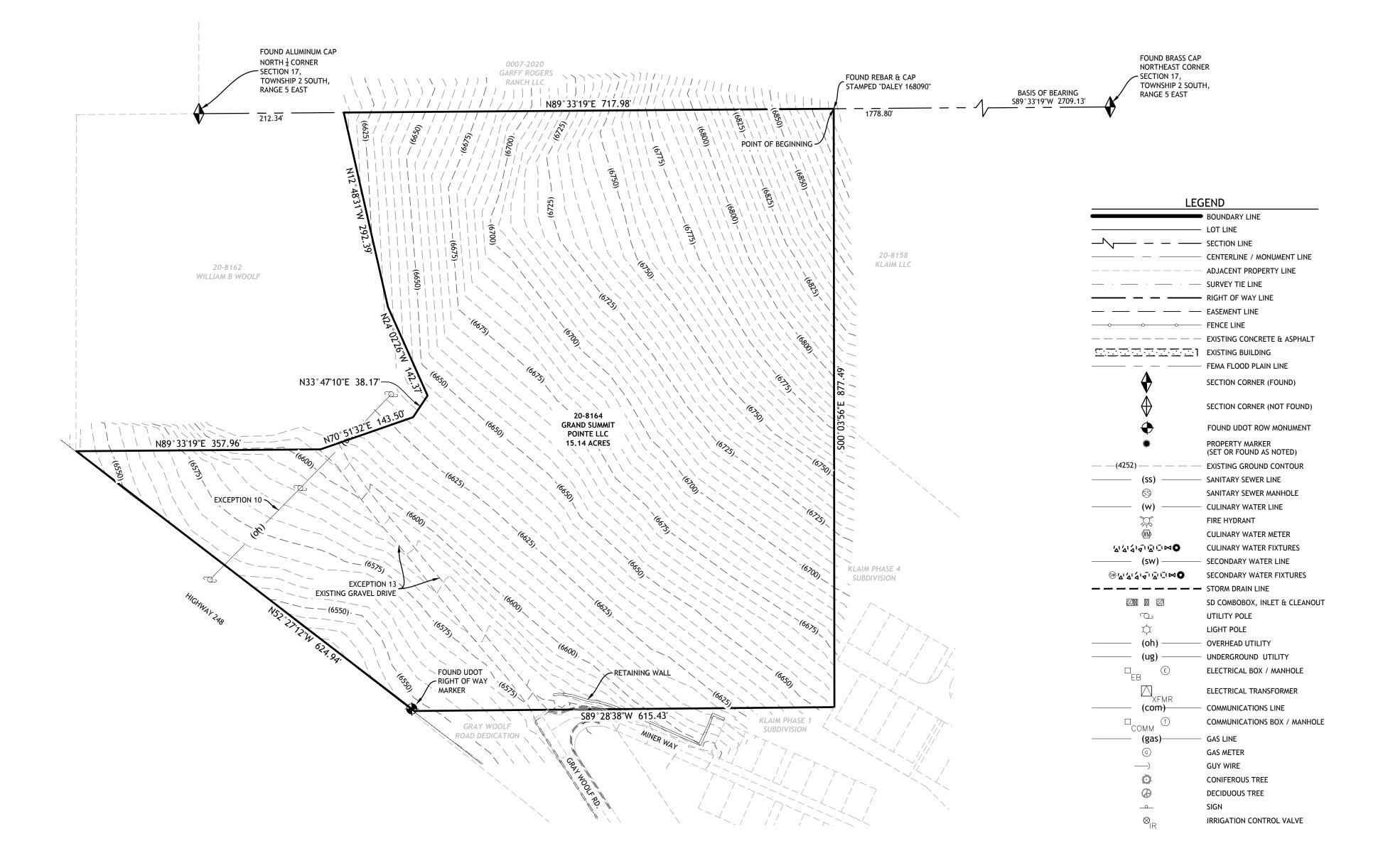
REGINNING AT A POINT THAT IS SOUTH 89° 33'19" WEST 2496 785 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 17

BEGINNING AT A POINT THAT IS SOUTH 89°33'19" WEST 2496.785 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 12°48'31" EAST 292.39 FEET; THENCE SOUTH 24°02'26" EAST 142.37 FEET; THENCE SOUTH 33°47'10" WEST 38.17 FEET; THENCE SOUTH 70°51'32" WEST 143.50 FEET; THENCE SOUTH 89°33'19" WEST 358.65 FEET; THENCE NORTH 00°05'38" EAST 493.66 FEET; THENCE NORTH 89°33'19" EAST 391.81 FEET TO THE POINT OF BEGINNING.

# OVERALL AS-SURVEYED BOUNDARY DESCRIPTION GOLF COURSE PARCEL

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

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



# TITLE COMMITMENT 1 EXCEPTION NOTES:

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

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY.

EXCEPTION 11 - NOTICE OF RESTRICTIVE EASEMENT TO WILLIAM WOOLF, AN EASEMENT RESTRICTING HEIGHT OF STRUCTURES. SAID RESTRICTION PROVIDES THAT NO BUILDING OR STRUCTURE OF ANY KIND WILL BE PERMITTED TO EXCEED TWENTY (20) FEET IN HEIGHT FROM EXISTING GRADE UPON THE LOWER PORTION OF THE RESTRICTED PROPERTY KNOWN AS LOT 2B, WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES OR THEIR SUCCESSORS AND ASSIGNS. EXISTING GRADE IS AS IDENTIFIED ON THE MAP CREATED BY DOMINION ENGINEERING IN APPROXIMATELY DECEMBER 1997 FOR THE MASTER PLAN APPROVED BY WASATCH COUNTY THE SAME DATE FOR THE JORDANELLE. SAID EASEMENT RECORDED JUNE 9, 1999, AS ENTRY NO. 214950, IN BOOK 427, AT PAGE 156, WASATCH COUNTY RECORDER'S OFFICE

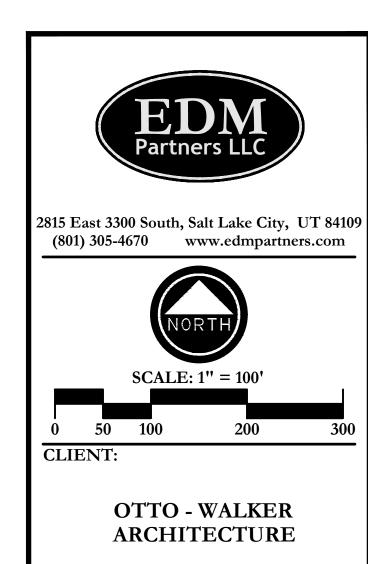
SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

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

SURVEY FINDINGS: AFFECTS ALL OF SUBJECT PARCEL.

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

SURVEY FINDINGS: AS SHOWN AND LABELED ON THIS SURVEY,



ALTA/NSPS LAND TITLE
SURVEY

DRAWN BY:	TE
REVIEWED BY:	
REVISIONS:	
No. DATE	REMARKS
	·

OCTOBER 2023

1 **OF** 1

**SHEET NUMBER:** 

# **EXHIBIT "B"**EASEMENT FOR PARCEL 2B - PROPERTY ADJACENT TO SR248



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

00214950 BN 00427 Pa 00156-00157 WASATCH CO RECORDER-ELIZABETH M PARCELL 1999 JUN 09 14:41 PH FEE \$13.00 BY MUC REQUEST: HIGH COUNTRY TITLE

#### NOTICE OF RESTRICTIVE EASEMENT

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

> Commencing at the Northeast owner of Section 17, Township 2 South Range 5 East, Sah Lake Base and Meridian, thence along the North line of said Section 17, South 89°33'19" West a distance of 1778,805 feet, thence South 00'03'55" East a distance of 877 49 feet, thence South 89"28"38" West a distance of 444 35 feet to the point of the beginning, thence South 89"28"38" a distance of 180.01 feet more or less to the Easterly highway right of way line, thence following said Easterly pight of way line North 51°58'58" West 618.46 feet; thence leaving said right of way line North 8933'18" East 358.65 feet, thence North 70'51'31" East 4.0 feet; thence South 38°29'21" East 489.78 feet to the point of beginning.

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

> Beginning at a pour that is South 8973'19' West 2496,785 feet along the section line from the Northeast corner of Section 17, Township 2 South Range 5 East, Salt Lake Hase and Meridian; thence South 1248'31" East 292.39 feet, thence South 24"02'26" East 142.37 feet; thence South 33"47"10" West 38,17 feet, thence South 70"51"32" West 143,50 feet, thence South 8933"19" West 358.65 feet, thence North 000538' East 493.66 feet; thence North 8233'19" Hast 391.81 feet to the point of beginning

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

IN WITNESS WHEREOF Grantors execute this 2 day of June, 1999.

THOMAS E. GILTNER

ELIZABETH L. GILTNER

STATE OF UTAH

COUNTY OF SUMMIT

day of May, 1999 appeared before me Mike W. Gitter, known to me to be such, who being duly On the swom did swear that he signed the furry way Nonce of Restrictive Easement by Power af Automey for Grantors.

> NOTARY PUBLIC Residing at

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

STATE OF Florida , COUNTY OF HAWATES (52.

On the 3th day of June, 1999 A.D., personally appeared before me Thomas E. Giltner and Elizabeth L. Giltner, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

FL D/L G435-825-27-077-0 FL D/L G435-232-29-502-0

Nancy K Steams My Commission CC578198

My Commission CC578198

Express Aug. 08, 2000

00214950 BR 00427 F# 00157





# **EXHIBIT "C"**

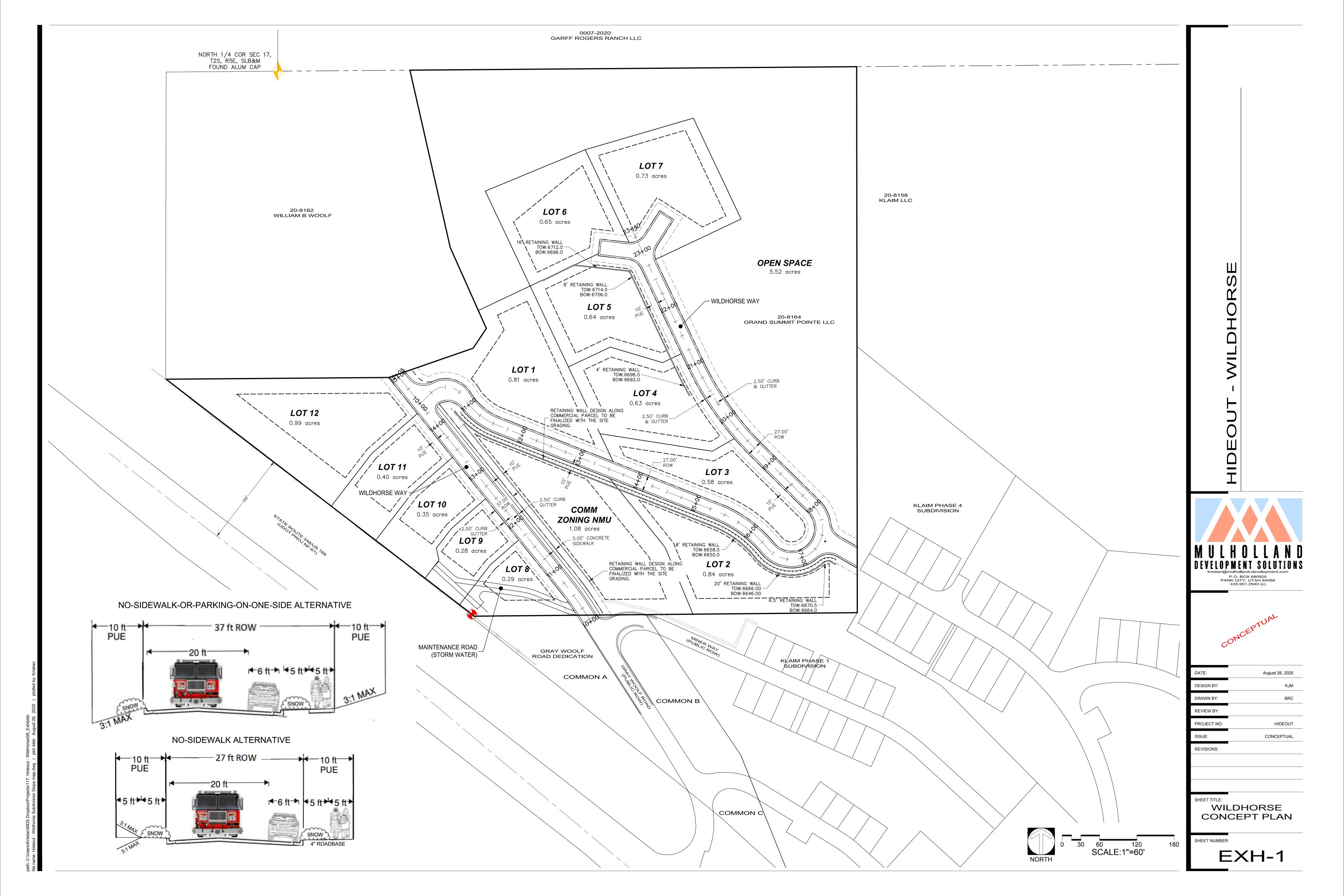
# LETTER OF AGREEMENT WITH KLAIM – RETAINING WALL AND EMS ACCESS OVER HOA PROPERTY

Forthcoming, prior to Town Council meeting



# EXHIBIT "D" MASTER CONCEPT PLAN

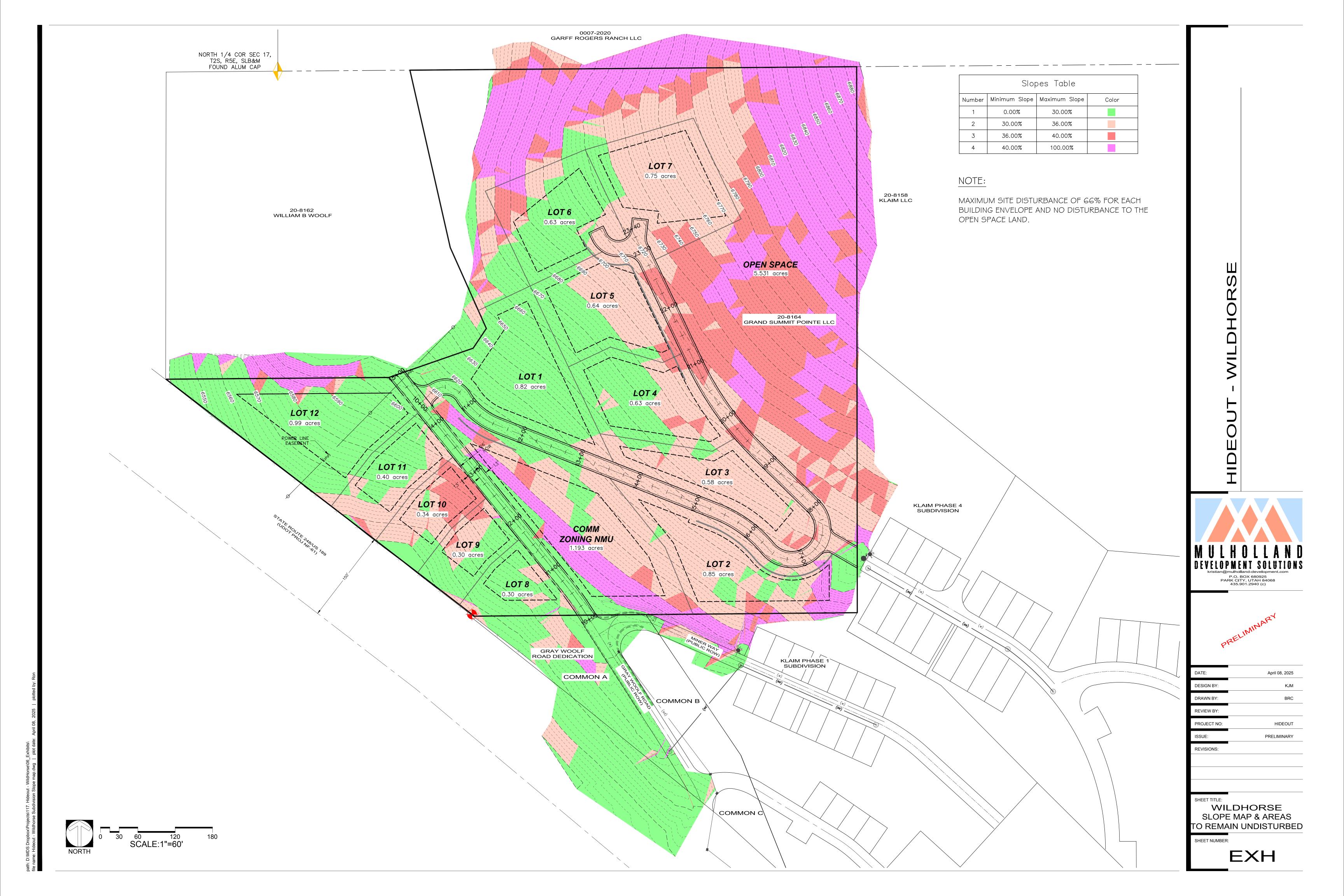




SLOPE MAP WITH MAXIMUM BUILDING ENVELOPES ON SLOPE MAP & AREAS TO REMAIN UNDISTURBED

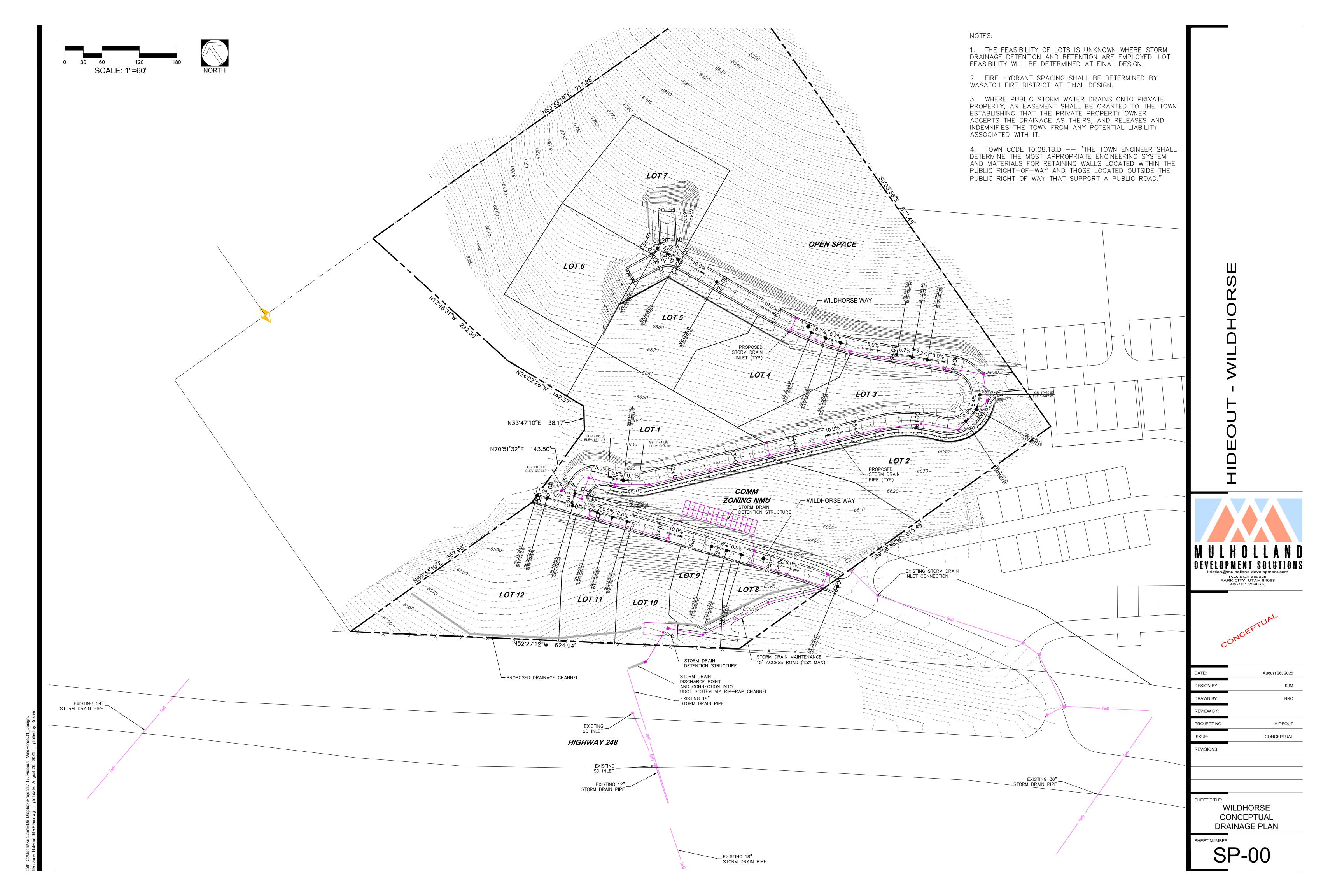
**EXHIBIT "E"** 





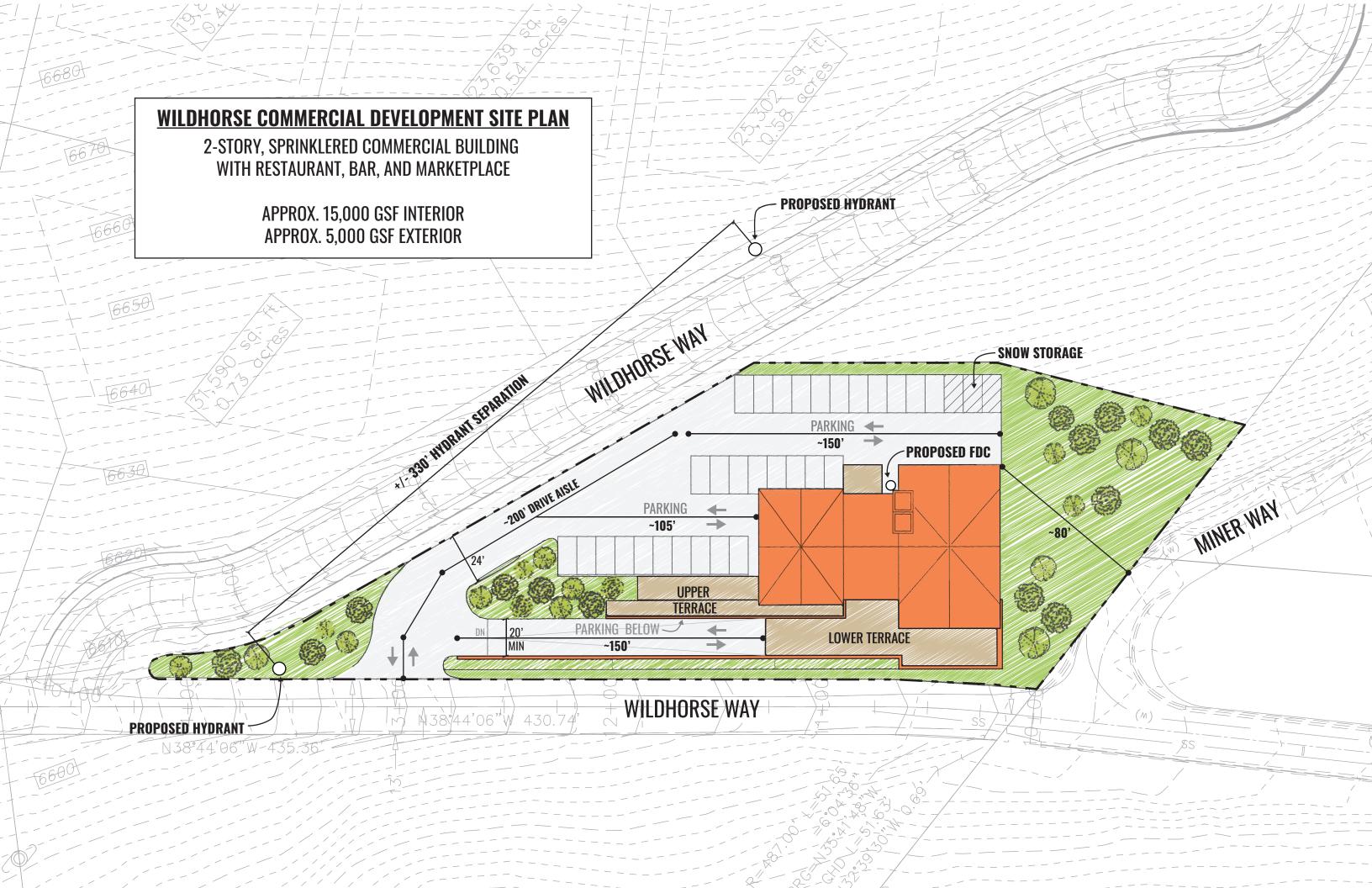
# EXHIBIT "F" CONCEPTUAL DRAINAGE AND UTILITY PLAN





# EXHIBIT "G" CONCEPTUAL COMMERCIAL SITE PLAN AND CONCEPTUAL RENDERING







# EXHIBIT "H" PROPOSED PHASING SCHEDULE

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

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



# EXHIBIT "I" COPY OF PLANNING COMMISSION RECOMMENDATION FOR REZONING



# EXHIBIT "J"

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



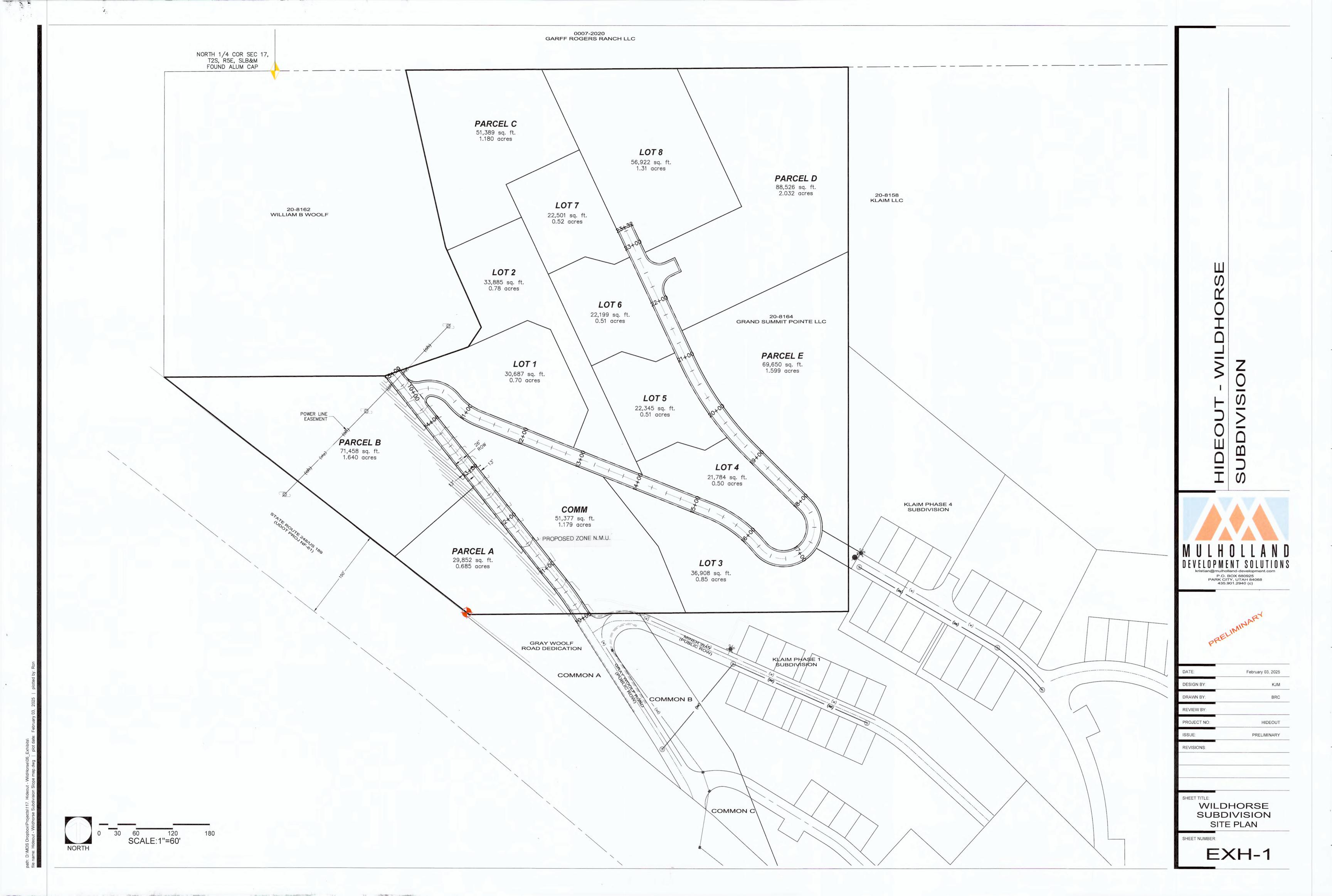
# EXHIBIT "K" DESIGN AND ARCHITECTURE GUIDELINES

Being Revised/Updated



# EXHIBIT L REZONE PLAN FOR SITE





## **TOWN OF HIDEOUT**

### ORDINANCE #2025 - O-\_\_\_\_

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

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

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

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, there is a Development Agreement being proposed;

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

WHEREAS, the Hideout Planning Commission held public hearing on August 28, 2025, and forwarded a recommendation to the Town Council;

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this	day of, 2025.	
	By:	
	Ralph Severini, Mayor	
[SEAL]		
ATTEST:		
Alicia Fairbourne, Town Recorder		

# File Attachments for Item:

5. Discussion and possible recommendation to the Hideout Town Council regarding an
ordinance amendment to the Wildland Urban Interface Code to address defensible spaces.



# **Staff Review of Proposed Zoning Ordinance Revision**

Interim Acting Chair: Jonathan Gunn To:

Town of Hideout Planning Commissioners

From: Thomas Eddington Jr., AICP, ASLA

Town Planner

Re: Wildland-Urban Interface (WUI) - Zoning Revision

Date: August 28, 2025 Planning Commission Meeting

## **Proposed Revision to the Zoning Ordinance**

The Town formally adopted the 2006 Utah Wildland-Urban Interface (WUI) as part of the Town's Zoning Code in 2022. The Town held a Wildfire Seminar in July 2025 and, as a result of those discussions, some members of Town Council expressed a desire to implement supplemental standards to the existing WUI ordinance language. The following chart illustrates the proposed additions in red text:

**TABLE 603.2 REQUIRED DEFENSIBLE SPACE** 

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100
Defensible Space Around Residential or Commercial Structures	Minimum Distance (feet)
Any flammable plant, bush, vine or other flammable living or growing entity within a distance of the foundation.	5
Any tree of any type within a distance of the foundation or overhang, whichever is greater.	10
Any flammable groundcover, including, but not limited to wood bark, wood mulch, or any other flammable materials within a distance of the foundation.	5

For SI: 1 foot = 304.8 mm.

After Effective Date No owner, builder, developer, contractor, occupant or manager of any residential, commercial or HOA common area property shall plant, install, replace, replenish or permit any of the same of any plant, brush, tree, or groundcover within the distances specified in Table 603.2.

#### **Discussion Points**

The Planning Commission should discuss and clarify the following:

The way the language is currently worded, no "living or growing entity" is permitted within 5'-0" of a house or commercial building's foundation (effectively the exterior façade wall). There are some low-growing, drought-tolerant groundcover plants can act as a living mulch; plants such as Creeping Thyme, Sedum (Stonecrop), Lamb's Ear, Ice Plant, Agapanthus (Lily of the Nile), etc. that are generally considered fire-resistant. Keep in mind, fire-resistant does not mean these plants won't burn, any living plant is flammable under the right conditions.

Does the Planning Commission want to consider allowing any of these plants within the 5'-0" area just outside a building's façade? Or does the Planning Commission recommend only rock or decomposed granite (DG) or similar non-combustible materials within the 5'-0" buffer?

As part of staff's preparation for this staff report, we reviewed Park City's WUI ordinance and found that the following was added to the adopted 2006 Utah Wildland-Urban Interface (WUI) ordinance:

603.5.2.1 Immediate Ignition Zone. The immediate Ignition Zone shall extend from zero (0) to five (5) feet from the structure, any overhang, or deck attached to the structure and shall meet the following requirements:

- 1. All dead and dying vegetation must be removed from within five (5) feet of the structure.
- 2. All vegetation must be on the approved list (Refer to Municipal Code Section 14-1-
- 3. All trees must be trimmed so as to be no closer than 10 feet from an active wood burning chimney. Distance from natural gas direct vent shall follow manufacturer recommendations.

The approved plant list associated with the WUI is guite extensive.

### Recommendation

Following its review, the Planning Commission should forward a positive recommendation to the Town Council, either as written or with revisions.

### **CHAPTER 6**

# FIRE PROTECTION REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter establish general requirements for new and existing buildings, structures and premises located within wildland-urban interface areas.

**601.2 Objective.** The objective of this chapter is to establish minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

# SECTION 602 AUTOMATIC FIRE SPRINKLER SYSTEMS DELETED

### SECTION 603 DEFENSIBLE SPACE

**603.1 Objective.** Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

**603.2 Fuel modification.** In order to qualify as a conforming defensible space for individual buildings or structures on a property, fuel modification shall be provided within a distance from buildings or structures as specified in Table 603.2. For all other purposes, the fuel modification distance shall not be less than 30 feet (9144 mm) or to the property line, whichever is less. Distances specified in Table 603.2 shall be measured on a horizontal plane from the perimeter or projection of the building or structure as shown in Figure 603.2. Distances specified in Table 603.2 may be modified by the code official because of a site-specific analysis based on local conditions and the fire protection plan.

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

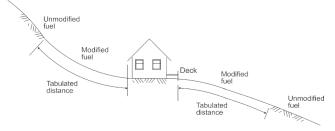


FIGURE 603.2 MEASUREMENTS OF FUEL MODIFICATION DISTANCE

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Trees are allowed within the defensible space, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

#### TABLE 603.2 REQUIRED DEFENSIBLE SPACE

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100
Defensible Space Around Residential or Commercial Structures	Minimum Distance (feet)
Any flammable plant, bush, vine or other flammable living or growing entity within a distance of the foundation	<u>5</u>
Any tree of any type within a distance of the foundation or overhang, whichever is greater.	<u>10</u>
Any flammable groundcover, including, but not limited to wood bark, wood mulch, or any other flammable materials within a distance of the foundation.	<u>5</u>

For SI: 1 foot = 304.8 mm.

After [Effective Date] No owner, builder, developer, contractor, occupant or manager of any residential, commercial or HOA common area property shall plant, install, replace, replenish or permit any of the same of any plant, brush, tree, or groundcover within the distances specified in Table 603.2.

**603.3** Community fuel modification zones. Fuel modification zones to protect new communities shall be provided when required by the code official in accordance with Section 603, in order to reduce fuel loads adjacent to communities and structures.

**603.3.1 Land ownership.** Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership instrument for the life of the community to be protected.

**603.3.2** Fuel modification zone plans. Fuel modification zone plans shall be approved prior to fuel modification work and shall be placed on a site grading plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Fuel modification zone plans shall include, but not be limited to the following:

- 1. Plan showing existing vegetation.
- 2. Photographs showing natural conditions prior to work being performed.
- Grading plan showing location of proposed buildings and structures, and set backs from top of slope to all buildings or structures.

# SECTION 604 MAINTENANCE OF DEFENSIBLE SPACE

**604.1 General.** Defensible spaces required by Section 603 shall be maintained annually, or as necessary in accordance with Section 604.

**604.2 Modified area.** Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 603, in such a manner as to provide a clear area for fire suppression operations.

**604.3 Responsibility.** Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfireresistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

**604.4 Trees.** Individual trees and/or small clumps of trees or brush crowns, extending to within 10 feet (3048 mm) of any structure, shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829 mm) above the ground surface adjacent to the trees.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

Deadwood and litter shall be regularly removed from trees.

### SECTION 605 SPARK ARRESTERS

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding ½ inch (12.7 mm).

The net free area of the spark arrester shall not be less than four times the net free area of the outlet of the chimney.

## SECTION 606 LIQUEFIED PETROLEUM GAS INSTALLATIONS

**606.1 General.** The storage of LP-gas and the installation and maintenance of pertinent equipment shall be in accordance with the *International Fire Code* or, in the absence thereof, recognized standards.

**606.2 Location of containers.** LP-gas containers shall be located within the defensible space in accordance with the *Interational Fire Code*.

### SECTION 607 STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard. See Appendix A.

TABLE 603.2 REQUIRED DEFENSIBLE SPACE

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100
Defensible Space Around Residential or Commercial Structures	Minimum Distance (feet)
Any combustible plant, bush, vine or other combustible living or growing entity within a	5
distance of the Walls/Eaves/Decks.	
distance of the Walls/Eaves/Decks .  Any tree of any type within a distance of the Walls/Eaves/Decks whichever is greater.	10

For SI: 1 foot = 304.8 mm.

After [Effective Date] No owner, builder, developer, contractor, occupant or manager of any residential, commercial or HOA common area property shall plant, install, replace, replenish or permit any of the same of any plant, brush, tree, or groundcover within the distances specified in Table 603.2.