



HIDEOUT, UTAH

HIDEOUT TOWN COUNCIL RESCHEDULED REGULAR MEETING AND PUBLIC HEARINGS

September 11, 2025

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically via Zoom and in person at Hideout Town Hall, located at 10860 North Hideout Trail, Hideout Utah for the purposes and at the times as described below on Thursday, September 11, 2025.

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

Interested parties may join by dialing in as follows:

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

Regular Meeting and Public Hearings 5:00 PM

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Work Session (*Discussion only. No vote or action will be taken on these items.*)

1. Discussion of Roadway Policies - *Presented by Jason Burningham, Principal/Owner LRB Public Finance Advisors*
2. [Presentation of a Roadway Review and Analysis for past, present and future roads within the Town - Presented by Katie Shepley, Finance Consultant](#)

6:00 PM (Regular Meeting. Action may be taken on the following items.)

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

V. Agenda Items

1. [Consideration of Mayor's Appointment of Glynnis Tihansky as Chair of the Planning Commission, with Advice and Consent of the Town Council](#)
2. [Introduction of potential Alternate Planning Commission Members and consideration of appointing Catherine Woltering to the vacant Alternate Planning Commissioner role](#)
3. [Discussion of code enforcement and collections for construction violations – Presented by Wasatch County Sheriff Jared Rigby](#)
4. Discussion regarding installation of signage to reinforce dog leash requirements - *Presented by Mayor Severini and Justin Hatch, Heber Valley Animal Services Director*
5. [Discussion and possible appointment of a representative of Hideout to engage in discussions regarding the Comprehensive Emergency Management Plan \(CEMP\) - Presented by Jeremy Hales, Wasatch County Emergency Management Director](#)
6. [Announcement of a community Meet the Candidates Night on Tuesday, September 30, 2025, from 6:00 to 8:00 p.m. at the Kamas Library - Presented by Monica Schaffer, League of Women Voters](#)

7. [Announcement of a town-sponsored concert on Friday, September 12, 2025, from 6:00 to 9:00 p.m. at the Hideout Public Works Building](#)
8. [Announcement of a public open house on Thursday, September 25, 2025, from 6:00 to 8:00 p.m. at Black Rock Mountain Resort to gather community input on proposed updates to the 2019 General Plan](#)
9. [Discussion and Consideration of the Hideout Mountain Village Annexation Petition - Presented by Alicia Fairbourne, Recorder](#)
10. **Public Hearing:** [Discussion and possible approval of an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 \(the “Elkhorn Springs” Development\) from Mountain \(M\) zone to Neighborhood Mixed Use \(NMU\), Residential 3 \(R3\), Residential 6 \(R6\), Residential 20 \(R20\), and Natural Preservation \(NP\) – Presented by Thomas Eddington, Town Planner](#)
11. **Public Hearing:** [Discussion and possible approval of a Master Development Agreement \(MDA\) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals, and variations to requirements for slopes, cut and fill, retaining wall height, and road grade – Presented by Thomas Eddington, Town Planner](#)
12. **Public Hearing:** [Discussion and possible adoption of Ordinance 2025-O-XX, An Ordinance of the Town of Hideout, Utah Amending the Wildland-Urban Interface \(WUI\) Code to Update Defensible Space Standards](#)
13. [Discussion and possible action of an Interlocal Agreement with Hideout Local District 1 related to infrastructure in the Golden Eagle Subdivision](#)

VI. Committee Updates

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

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

VIII. Meeting Adjournment

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

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail
Hideout, UT 84036
Phone: 435-659-4739

Posted 09/10/2025

File Attachments for Item:

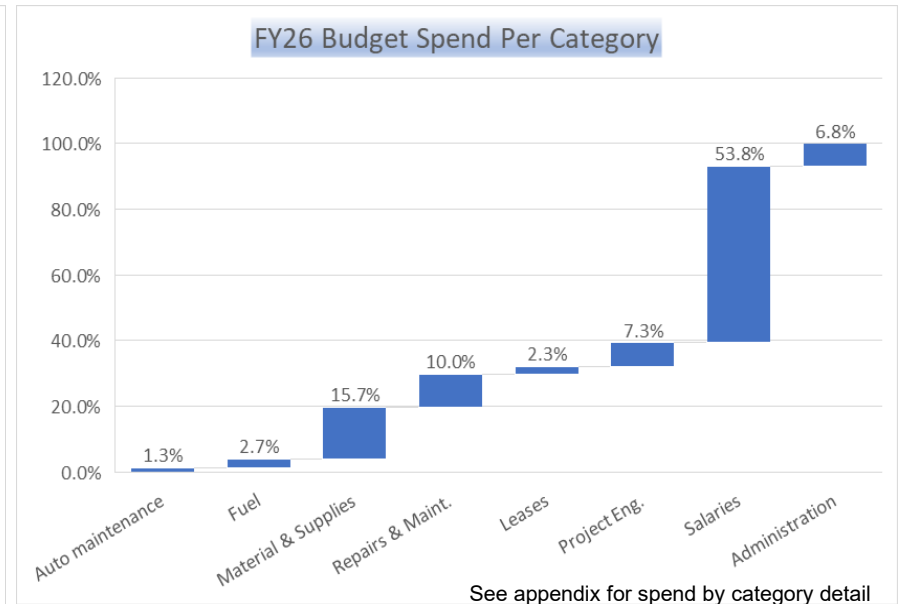
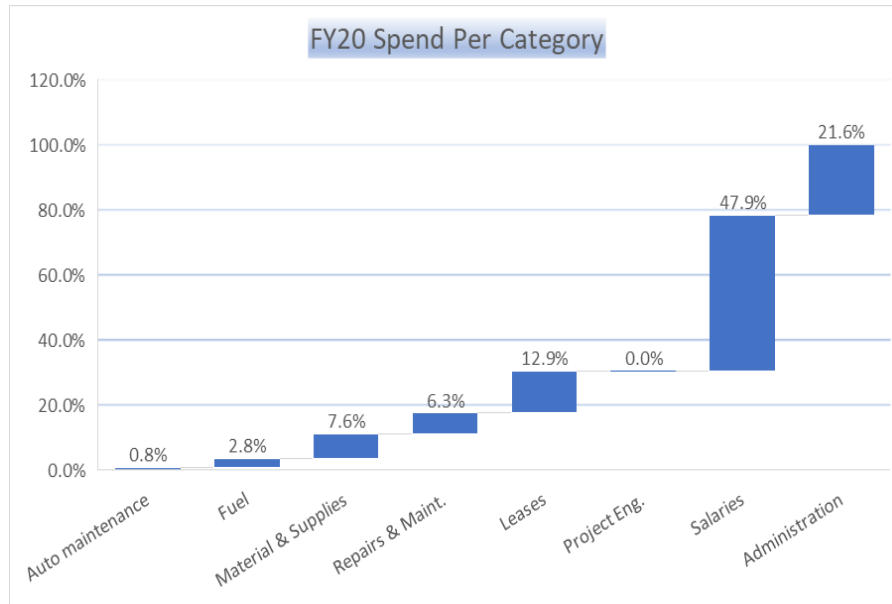
2. Presentation of a Roadway Review and Analysis for past, present and future roads within the Town - *Presented by Katie Shepley, Finance Consultant*

***Roadway Review and Analysis
Past, Present and Future

Town Council Meeting***

Ongoing Roadway Spend by Category – FY25 vs. FY26 Budget

Item # 2.



There has been a significant change in roadway spend between FY20 and FY26 Budget due to aging, construction, weather and wear and tear on roads:

a. **FY20:**

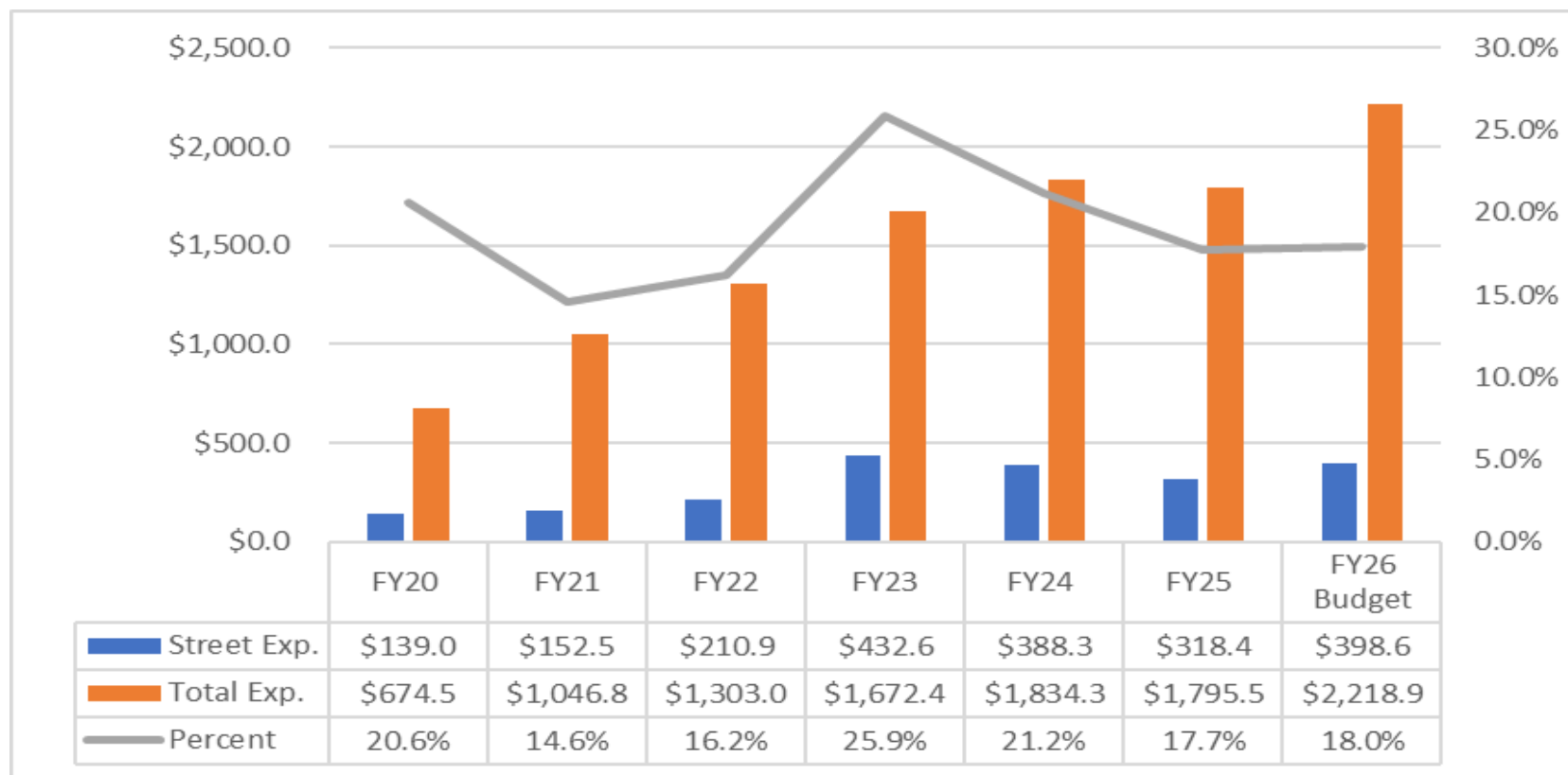
- Salaries, admin and leases made up 82.4% of total street spend
- **Material/supplies and repairs/maintenance account for 13.9%.**
- No spend on major street repairs or maintenance.

b. **FY26 Budget:**

- Salaries, admin and leases account for 62.9% of total street spend
 - **Material/supplies and repairs/maintenance account for 25.7%.**
- a. Spend on major street repairs and maintenance of \$150k

Ongoing Roadway Exp. as a % of Total Expense

Item # 2.



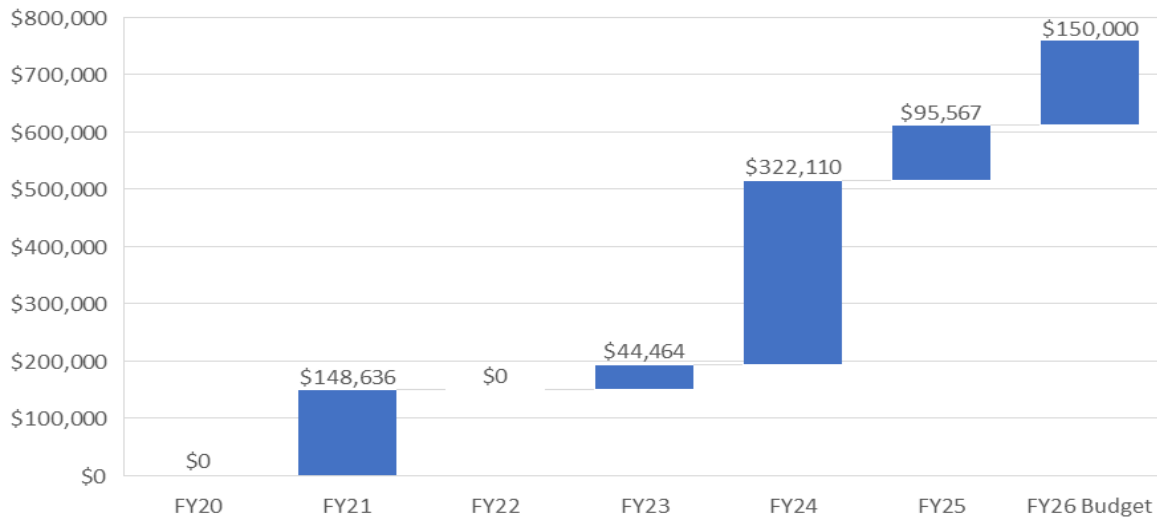
The Town spent an **average of 19.2%** of its total expense budget on street expenses between FY20 and FY26 Budget (excluding major street expenditures)

- ✓ FY23 expenses are higher than previous/subsequent years due to a heavy snow year requiring additional material and supplies.
- ✓ FY25 expenses are lower than FY24 due to the town not hiring a town engineer and utilizing external engineering resources (approximately \$55k).

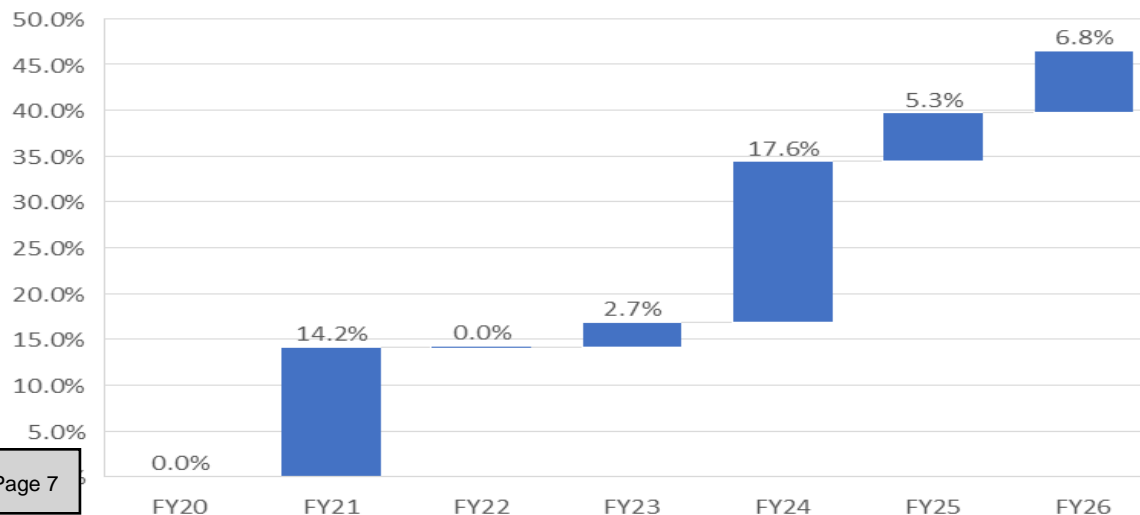
Major Roadway Expenditures

Item # 2.

Major Street Expenditures per Year



Major Street Expenditures as a % of Total Expenses

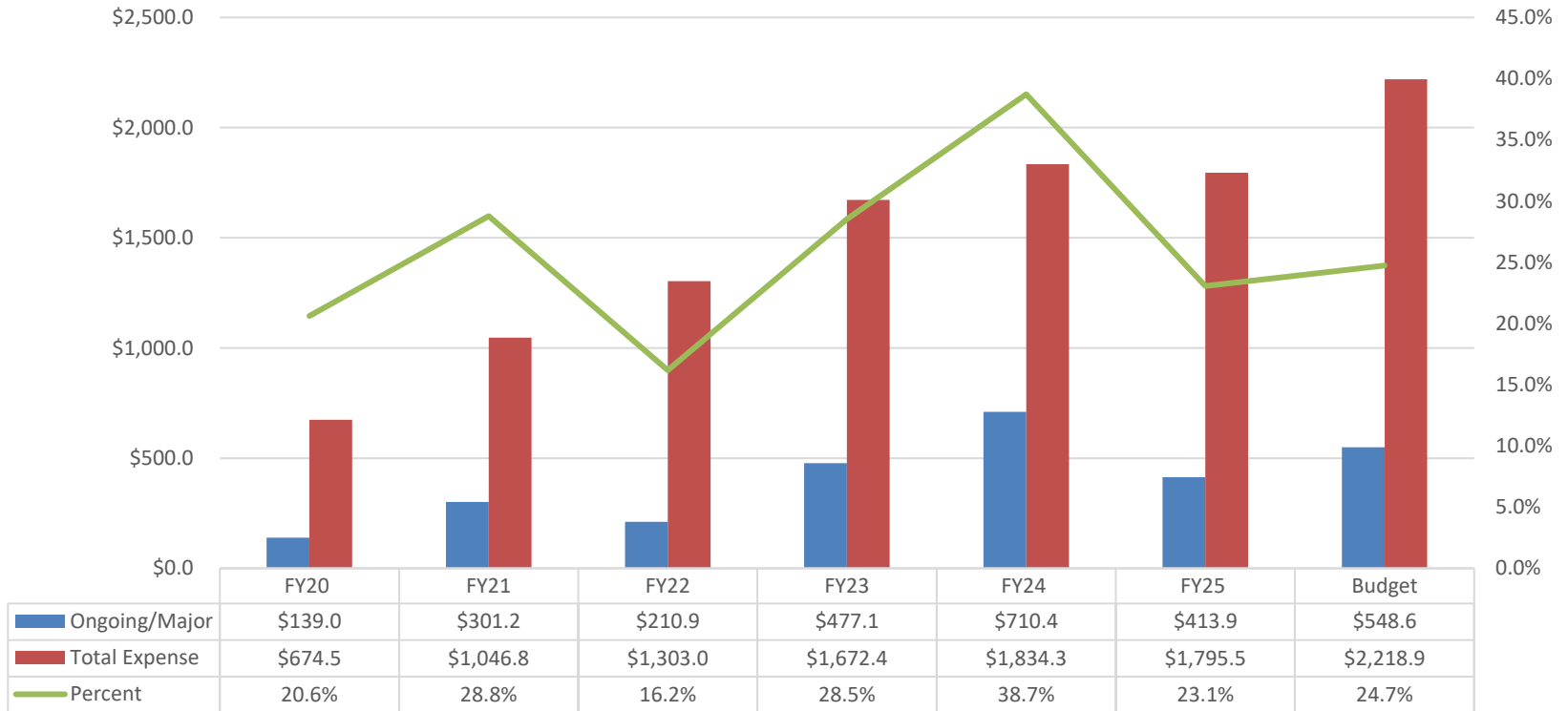


Between FY21 and FY26 Budget

- The Town spent \$721k on major expenditures including asphalt repair, crack sealing, slurry sealing and pothole repairs.
- An average of \$127k/year or 7.8% per year of total Hideout expense.**

To ensure the Town optimizes the Remaining Service Life (RSL) of the current roads, **additional yearly spend will be required.**

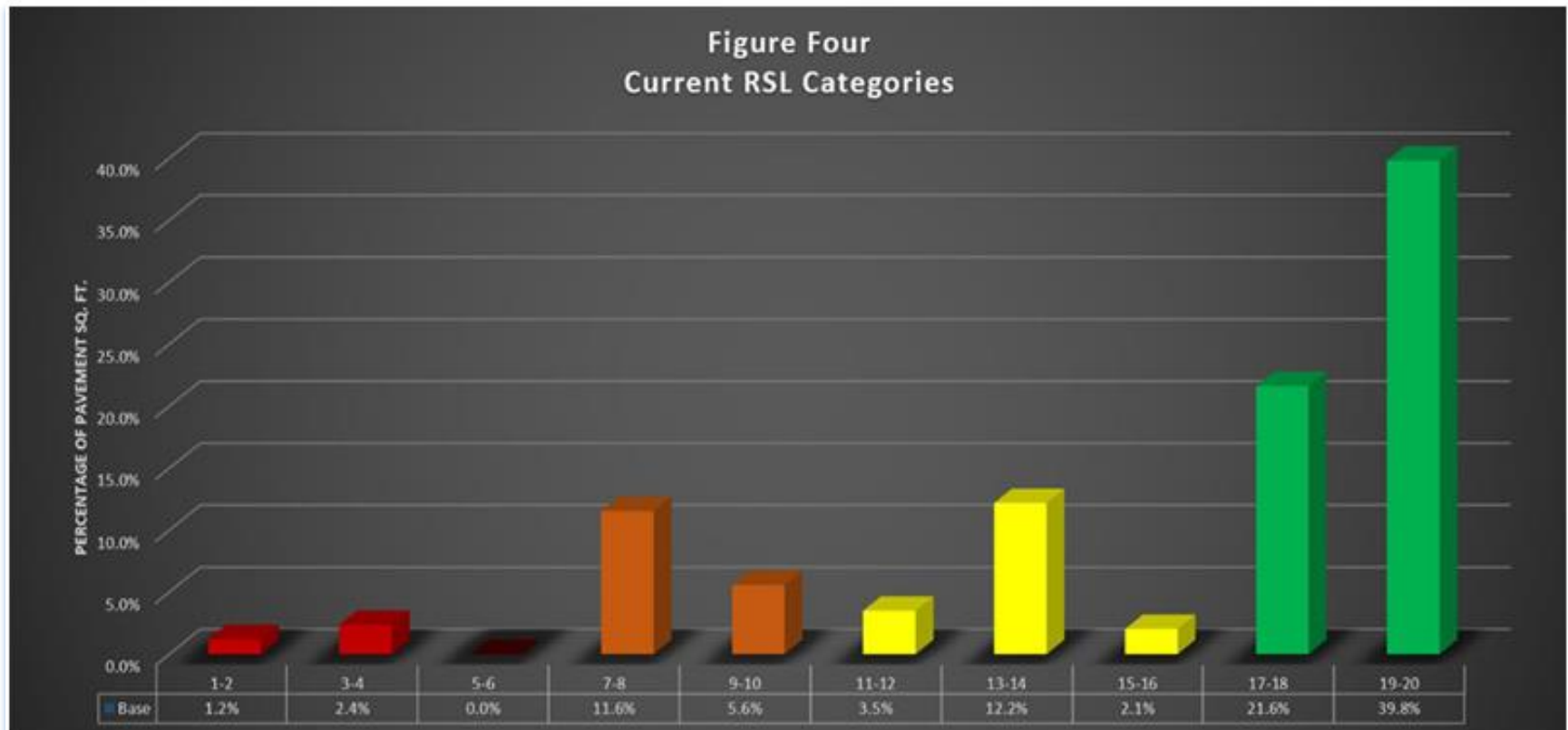
Ongoing + Major Roadway Exp. as a % of Total Expen Item # 2.



- a. The Town spent approximately 25.8% of its total expense budget on ongoing + major expenses between FY20 and FY26 Budget.
- b. Unfortunately, per the LTAP study, the current spend for major expenditures is **not enough** to support the future deterioration of the current roadway system.

LTAP Review and Analysis

Current Remaining Service Life (RSL) Categories

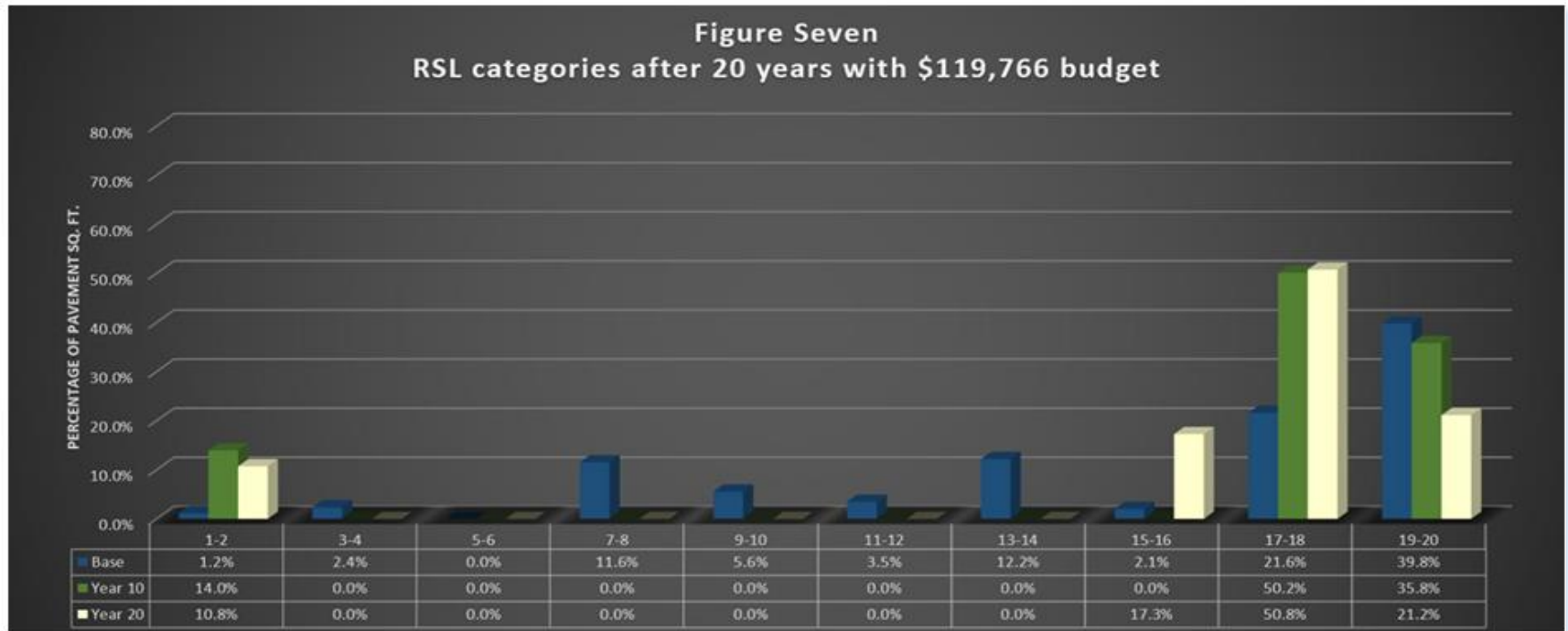


- a. The Utah LTAP recommends no more than 3 percent of the roads be in the 1–2-year RSL category. The Town has approximately 1.2 percent of roads in the 1-2 year RSL category.

Future projections for RSL are important to review and project. Without this review, underfunding road maintenance could lead to a drastic increase funding in the future.

LTAP Review and Analysis

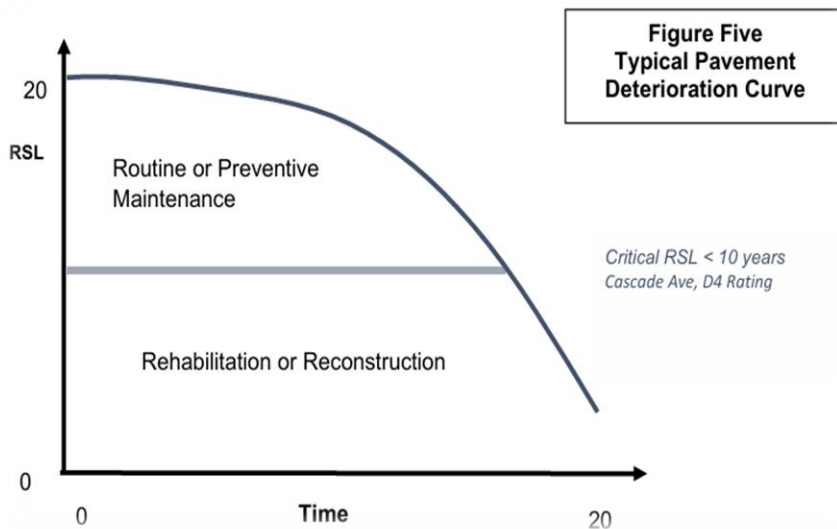
RSL Categories after 20 years @ \$120k budget



- Based on the 2024 UDOT Annual Summary/2025 Annual Rural Transportation Infrastructure Fund, an annual budget for roadway maintenance of \$120k/year was determined.
- This graph shows that the current budget will not be sufficient to keep up with the required maintenance of Hideout's roads. Utilizing the current budget, 10.8 percent of the Town roads will have an RSL of 1-2 after 20 years.
- The goal is to have no more than 3 percent of the roads be in the 1–2-year RSL category; therefore, it is recommended that Hideout increase its budget for future road maintenance to increase the RSL of Town roads.

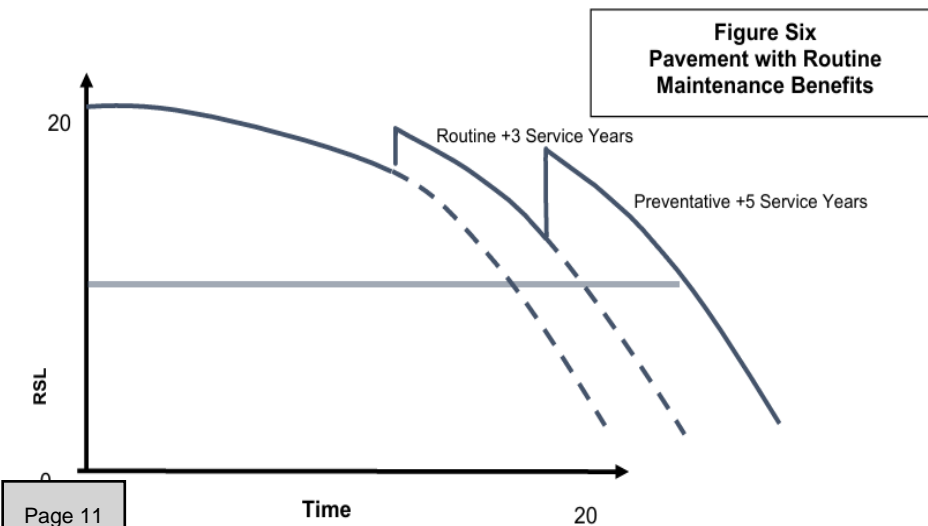
Increase Spend to Prevent Pavement Deterioration

Item # 2.



This graph shows a typical pavement deterioration curve.

- The first 10 years is when the more cost-effective routine or preventive maintenance can take place.
- After the RSL of the road is less than 10, it is too late to perform routine or preventative maintenance.
- Rehabilitation/reconstruction costs 10 to 20 times more than routine/preventative maintenance.**



This graph shows how road maintenance should be accomplished in the most cost-effective way.

- Routine and preventative treatments could be utilized multiple times as long as the road remains structurally adequate.
- For example, a simple micro surfacing project can protect cracks in the road from allowing freeze-thaw damage to penetrate the surface and compromise the foundation of the road.

Maintenance Categories and Benefits

Item # 2.

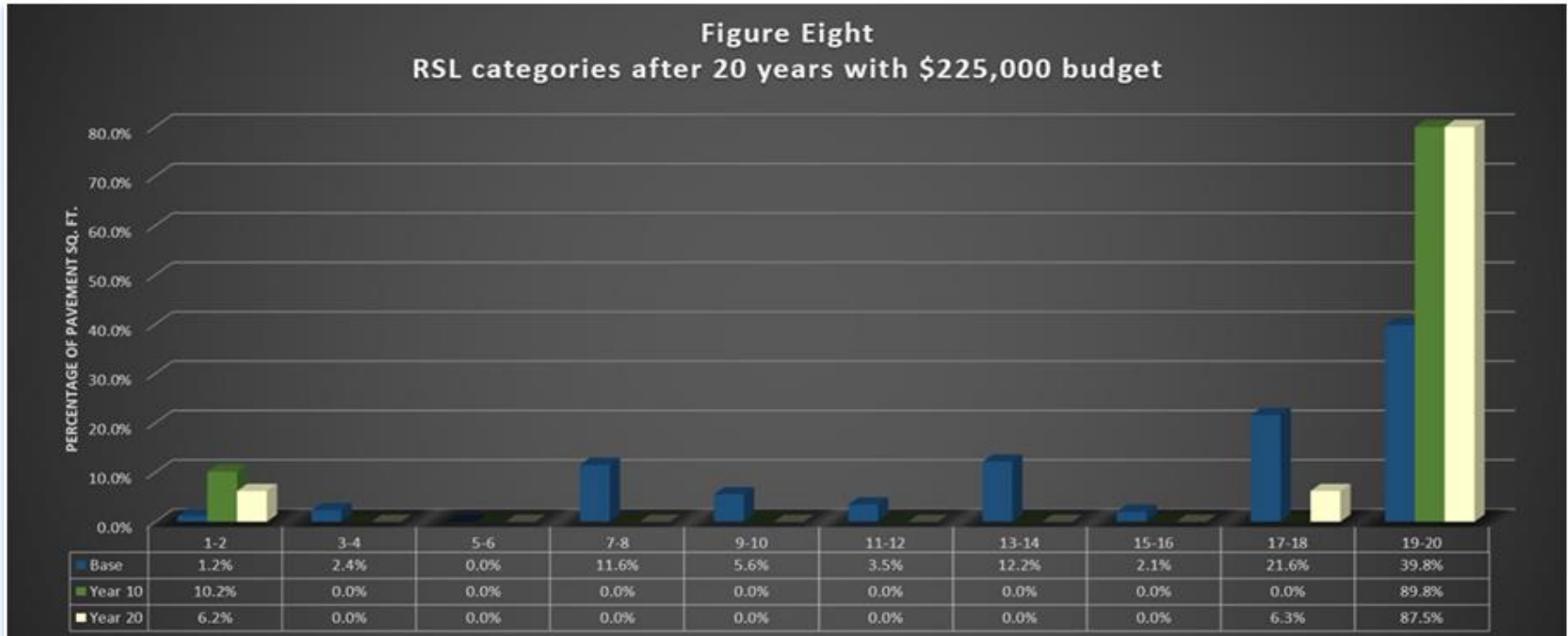
Table Two Maintenance Categories and Benefits				
Maintenance Category	Range of RSL - Maintenance Applicable	Average Budget (per sf of pavement)	Additional RSL Gain	Benefit/Cost Ratio
Routine	16-20 RSL	\$0.12	3	25
Preventative	11-15 RSL	\$0.35	5	20
Rehabilitation	7-10 RSL	\$2.30	8	4
Reconstruction	1-6 RSL	\$7.00	20	3.33

The most cost-effective approach is to perform routine maintenance every three (3) years and never let the pavement deteriorate to a point where expensive rehabilitation or reconstruction are the only maintenance options.

- a. Routine maintenance generally includes repairs similar to crack seal or a thin slurry seal.
- b. Preventative maintenance usually extends to thicker slurry seals or chip seals.
- c. Rehabilitation often requires milling to correct some of the damage, followed by an overlay.
- d. Reconstruction is normally the removal of old pavement and replacement.

Roadway maintenance is an ongoing liability that will never go away and the funding, whether B&C or user fee, will need to continue perpetually.

RSL categories after 20 years with a \$225k Budget Item # 2.



It is highly recommended that the Town look for ways to increase funding over current levels. Increasing the budget to \$225k per year will enable the Town to keep up with required maintenance and significantly reduce the long-term cost of road maintenance.

- a. With an increased budget of \$225k, 6.2% of the Town roads will have an RSL of 1-2 after 20 yrs.
- b. While this increased budget reduces the number of roads requiring reconstruction from 10.8% to 6.2%, this does not meet the goal of having less than 3% in the 1-2-year range.

Further increasing major roadway expense budgets to \$300k will optimize RSL as well as the cost of road maintenance/repairs. \$300k represents an 100% increase from current Budget of \$150k.

Conclusions and Recommendations

Item # 2.

The Town should increase its major roadway expense budget from \$150k/year to \$300k/year over the next 5 years. Increased funding is required to maintain and improve roads and prevents roads from becoming severely damaged. **With this budget approximately 4% of roadways will need reconstruction in 20 years.**

It is recommended to:

- look for ways to increase the major expenditure budget over current funding levels.
- update the LTAP analysis every three to five years so that both the roads and budget can be monitored and re-evaluated.
 - There will be future needs to increase the budget to keep up with construction inflation.
- be aware of the potential effects of future B&C road fund changes which could affect their overall budget.
- provide an update to UDOT of the current road centerline miles to maximize the amount of B&C funding that is available to the Town.
 - Last update in 2024.
- ensure maintenance efforts are tracked in the GIS system and pavement evaluation be updated every three to five years. Monitoring of roadway deterioration will allow the Town to adjust the budget to meet increasing construction costs and maintenance decisions.
- provide adequate funding to inspect and ensure the quality of future maintenance projects. Improper construction can decrease the RSL of a roadway **by half.**

Roadway maintenance is an ongoing liability that will never go away and the funding, whether B&C, property taxes or user fee, will need to continue perpetually.

Appendix A: Major Causes of Asphalt Pavement Distress

Appendix B: Pavement Management

Appendix C: Expenditures FY20 through FY26 Budget

Appendix D: Material/Supplies and Repair/Maintenance Expense Examples

Appendix C

Major Causes of Asphalt Pavement Distress

1. **Structural Distresses**

- a. Rutting typically occurs in the wheel paths and is a result of deformation in the pavement structure or subgrade. This deformation comes from heavy axle loads acting in combination with moisture to deform and rut the pavement. Inadequate compaction or may occur in hot weather when the asphalt is less viscous and has less shear strength. Rutting usually results from the use of poor materials, poor asphalt mix design, poor quality control, or poor construction.
- b. Longitudinal Cracking is load related for structural distresses. These longitudinal cracks are found in the wheel paths of the travel lanes. These cracks are due to early fatigue failure.
- c. Fatigue Cracking in asphalt pavements is similar to alligator cracking. The difference is that fatigue cracking is caused by heavy vehicle traffic or high traffic volumes. These loads apply greater stresses to the pavement than it is designed to support.

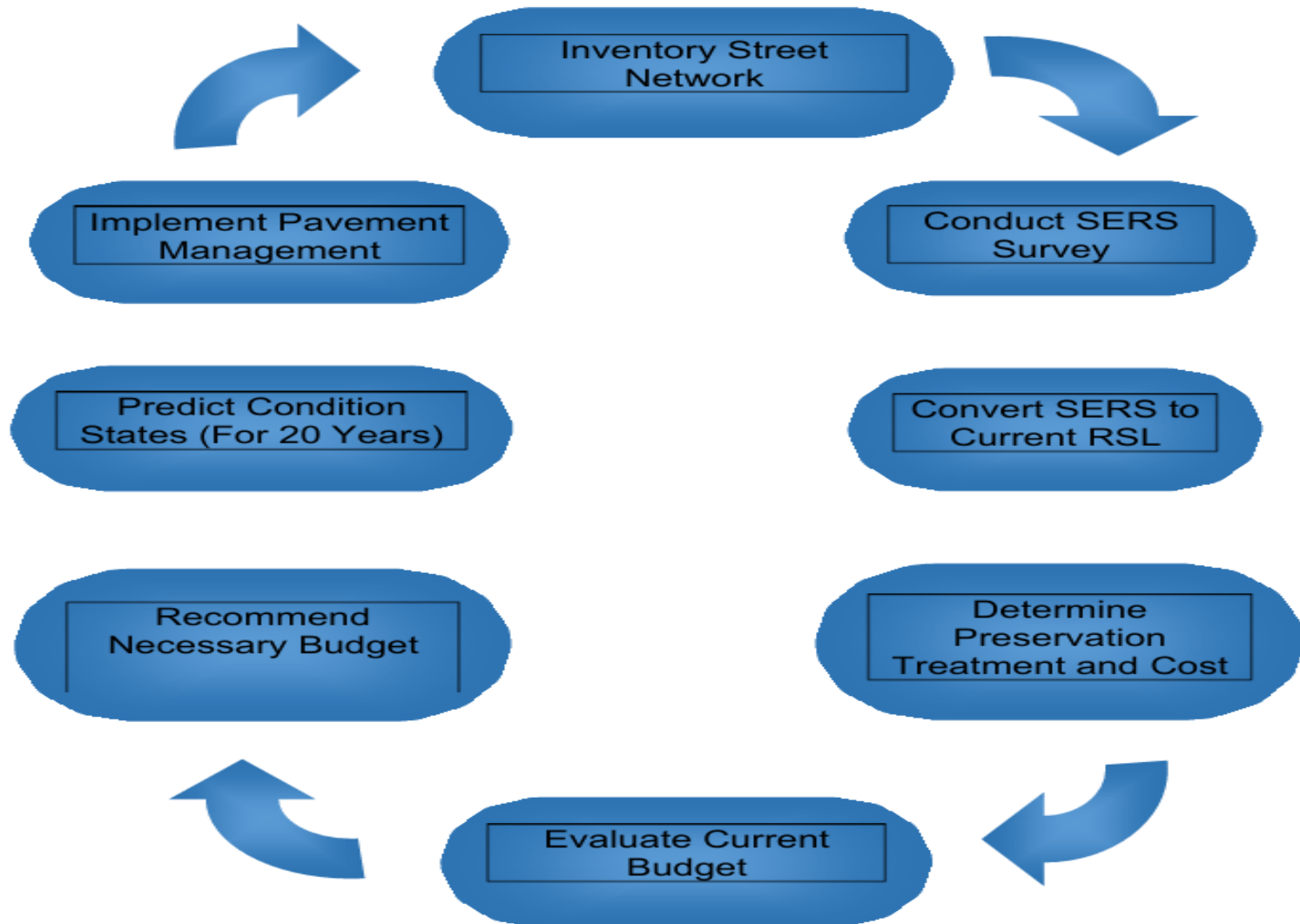
2. **Environmental Distresses**

- a. Transverse cracking in asphalt pavements is normally attributed to thermal changes in the pavement structure. If these transverse cracks are not sealed early in their development, they will continue to grow, and will allow surface moisture to enter the pavement causing further distress to develop.
- b. Longitudinal cracking is related to poor construction for environmental distresses. When a street is constructed, it is normally built in two or more sections. Problems, such as poor compaction or segregation in the asphalt mix, will cause longitudinal cracks along the construction seam.
- c. Block cracking is a combination of transverse and longitudinal cracking that occurs when the transverse and longitudinal cracks intersect
- d. Edge cracking is typically found in street segments where pavement edges had little support or poor compaction near curb lines.
- e. Alligator Cracking in asphalt pavements is largely caused by loss of base and subgrade support due to moisture infiltrating the pavement. Once moisture softens the base and subgrade layers, the asphalt pavement can no longer effectively carry the traffic loading. This can be caused by asphalt quality control issues.

Appendix B

Pavement Management

Item # 2.



Appendix A

Expenditures FY20 through FY26 Budget

Category	FY20	FY21	FY22	FY23	FY24	FY25	FY26	Total
Auto maintenance	\$1,172	\$7,086	\$12,407	\$24,787	\$6,154	\$5,359	\$5,235	\$62,200
Fuel	\$3,916	\$6,871	\$8,739	\$12,559	\$10,614	\$9,208	\$10,791	\$62,699
Material and Supplies	\$10,574	\$18,807	\$19,395	\$75,029	\$33,786	\$45,014	\$62,538	\$265,143
Repairs & Maintenance	\$8,741	\$12,208	\$18,334	\$47,076	\$56,424	\$14,032	\$40,000	\$196,815
Leases	\$17,918	\$13,910	\$2,500	\$15,750	\$14,562	\$11,419	\$9,343	\$85,402
Project Town Eng.	\$0	\$0	\$0	\$30,380	\$31,061	\$29,265	\$29,080	\$119,786
Salaries	\$66,656	\$71,302	\$135,975	\$209,036	\$213,082	\$183,874	\$214,318	\$1,094,243
Administration	\$30,068	\$22,340	\$13,515	\$18,006	\$22,578	\$20,207	\$27,277	\$153,991
Ongoing Street Expense	\$139,046	\$152,524	\$210,865	\$432,623	\$388,260	\$318,378	\$398,582	\$2,040,278
Total Expense	\$674,470	\$1,046,802	\$1,303,031	\$1,672,420	\$1,834,291	\$1,795,492	\$2,218,887	\$10,545,393
Ongoing Street Exp. as a % of Total Exp.	20.6%	14.6%	16.2%	25.9%	21.2%	17.7%	18.0%	19.3%

Appendix D:

Material/Supplies & Repair/Maintenance Expense Examples

Material and supplies	
wheeler machinery	Oxygen and acetylene
welding supplies	Misc.
welder	marking paint
water barrier	Marking flags
uniforms	keys
tubes	ice slicer
transportation supply	hose
trailer	Granite construction-ez patch
tire chains	gloves
supplies	fire buckets
storks plows	fire buckets
storage boxes	Extreme tactical dynamic
stencil ease	engineer supply
snow plow wax	electrical
signs	dog clean up supplies
services -	dark skies
salt	chords
rhino usa	cable
restocking charge	boots
plow controller	bobcat supplies
plow blads	Barricades
padlocks	

Street Repairs and Maintenance	
Tools	new snowplow/sander
sweeper rental	misc
supplies	light pole installation
street light connection	install snowplow package
Steel posts and panels	inspection and maintenance
speed bumps	illumiated glides
snowplow mounting	generator repair
snow plow installation	Fire hose
skidsteer repair	ez street bag
skidsteer mount	excavation
Secure damaged poles	equipment service
safety supply	equipment rental
Roads/Snow Removal Parts	Engineering services
Roads maintenance	electric spreader/sander
repair salter	Dumpster clean-up
Repair at roundabout	deflectors
rental of backhoe	Damage reimbursement
Reimburse street sign damage	cold patch
plow repair	battery
Plow blades	asphalt patch
noxious weeds	Angle Broom attachment

File Attachments for Item:

1. Consideration of Mayor's Appointment of Glynnis Tihansky as Chair of the Planning Commission, with Advice and Consent of the Town Council

STAFF REPORT

Subject: Advice and Consent to Mayor's Appointment of Planning Commission Chair

Presented By: Mayor Ralph Severini

Meeting Date: September 11, 2025

Background

The Planning Commission of the Town of Hideout is established under Title 3, Chapter 3.02 of the Hideout Municipal Code. Pursuant to § 3.02, the appointment of Planning Commission members and the selection of its officers are made by the Mayor, subject to the advice and consent of the Town Council.

Mayor Severini has appointed **Glynnis Tihansky** to serve as **Chair of the Hideout Planning Commission**. Council consent is required for this appointment to be confirmed.

Analysis

- The Chair plays an essential role in presiding over meetings, ensuring orderly discussion, and guiding the Planning Commission in its decision-making process.
- The appointment of Ms. Tihansky as Chair provides the Commission with consistent leadership to effectively review land use applications and make recommendations to the Town Council.

Recommendation

Mayor Severini recommends that the Council provide advice and consent to the Mayor's appointment of **Glynnis Tihansky** as Chair of the Planning Commission.

Proposed Motion

Approval Motion:

"I move that we adopt Resolution 2025-R-XX providing advice and consent to the Mayor's appointment of Glynnis Tihansky as Chair of the Planning Commission."

Denial Motion:

"I move that we deny advice and consent to the Mayor's appointment of Glynnis Tihansky as Chair of the Planning Commission, based on the following reasons: [insert reasons here]."

RESOLUTION NO. 2025-R-XX

**A RESOLUTION OF THE TOWN COUNCIL OF HIDEOUT, UTAH, PROVIDING ADVICE AND
CONSENT TO THE MAYOR'S APPOINTMENT OF A CHAIR OF THE PLANNING COMMISSION**

WHEREAS, the Planning Commission of the Town of Hideout is established under Title 3, Chapter 3.02 of the Hideout Municipal Code; and

WHEREAS, Hideout Municipal Code § 3.02 requires that members of the Planning Commission, and the selection of its officers, be made by appointment of the Mayor with the advice and consent of the Town Council; and

WHEREAS, the Mayor of Hideout has appointed Glynnis Tiahansky to serve as Chair of the Planning Commission; and

WHEREAS, the Town Council finds it to be in the best interests of the Town and its residents to provide advice and consent to said appointment;

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

SECTION 1. Appointment Confirmed.

The Town Council hereby provides its advice and consent to the Mayor's appointment of Glynnis Tiahansky to serve as Chair of the Hideout Planning Commission.

SECTION 2. Effective Date.

This Resolution shall become effective immediately upon adoption.

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

TOWN OF HIDEOUT, UTAH

By: _____
Ralph Severini, Mayor

ATTEST:

Alicia Fairbourne, Recorder for Hideout

File Attachments for Item:

2. Introduction of potential Alternate Planning Commission Members and consideration of appointing Catherine Woltering to the vacant Alternate Planning Commissioner role

STAFF REPORT

Subject: Advice and Consent to Mayor's Appointment of Alternate Planning Commission Member

Presented By: Mayor Ralph Severini

Meeting Date: September 11, 2025

Background

The Planning Commission of the Town of Hideout is established under Title 3, Chapter 3.02 of the Hideout Municipal Code. Pursuant to § 3.02, the appointment of Planning Commission members is made by the Mayor, subject to the advice and consent of the Town Council.

Mayor Severini has appointed **Catherine Woltering** to serve as an **Alternate Member of the Planning Commission**. Council consent is required for this appointment to be confirmed.

Analysis

- Alternate members of the Planning Commission serve as backups and may be called upon to participate when regular members are absent or a vacancy temporarily exists.
- The appointment of Ms. Woltering helps ensure that the Planning Commission maintains full capacity to review land use applications and provide recommendations to the Town Council.

Recommendation

Mayor Severini recommends that the Council provide advice and consent to the Mayor's appointment of **Catherine Woltering** as an Alternate Member of the Planning Commission.

Proposed Motions

Approval Motion:

"I move that we adopt Resolution 2025-R-XX providing advice and consent to the Mayor's appointment of Catherine Woltering as an Alternate Member of the Planning Commission."

Denial Motion:

"I move that we deny advice and consent to the Mayor's appointment of Catherine Woltering as an Alternate Member of the Planning Commission, based on the following reasons: [insert reasons here]."

RESOLUTION NO. 2025-R-XX

**A RESOLUTION OF THE TOWN COUNCIL OF HIDEOUT, UTAH, PROVIDING ADVICE AND
CONSENT TO THE MAYOR'S APPOINTMENT OF AN ALTERNATE MEMBER OF THE PLANNING
COMMISSION**

WHEREAS, the Planning Commission of the Town of Hideout is established under Title 3, Chapter 3.02 of the Hideout Municipal Code; and

WHEREAS, Hideout Municipal Code § 3.02 requires that members of the Planning Commission be appointed by the Mayor with the advice and consent of the Town Council; and

WHEREAS, the Mayor of Hideout has appointed **Catherine Woltering** to serve as an **Alternate Member of the Planning Commission**; and

WHEREAS, the Town Council finds it to be in the best interests of the Town and its residents to provide advice and consent to said appointment;

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

SECTION 1. Appointment Confirmed.

The Town Council hereby provides its advice and consent to the Mayor's appointment of **Catherine Woltering** to serve as an **Alternate Member of the Hideout Planning Commission**.

SECTION 2. Effective Date.

This Resolution shall become effective immediately upon adoption.

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

TOWN OF HIDEOUT, UTAH

By: _____
Ralph Severini, Mayor

ATTEST:

Alicia Fairbourne, Recorder for Hideout

File Attachments for Item:

3. Discussion of code enforcement and collections for construction violations – *Presented by Wasatch County Sheriff Jared Rigby*

Memorandum

To: Mayor Severini, Hideout Council
 From: Polly McLean, Cameron Platt
 Date: August 11, 2025
 Re: Code Enforcement Outline

This memorandum is to assist the Council in its discussion regarding code enforcement and the current status and procedures of Hideout's code enforcement program. At the end is a list of next steps staff recommendations to improve and round out Hideout's enforcement program.

Hideout's Current Enforcement Options

The current Hideout Code authorizes officials of Hideout to enforce ordinances through criminal, civil, or administrative actions.¹ Following is a summary of the three different types of enforcement classifications with penalties and burden of proof:

- Criminal – Hideout may impose criminal penalties as Class B or C misdemeanors, or infractions:
 - Class B misdemeanor – Fine up to \$1,000.00 or imprisonment of up to 6 months.
 - Class C misdemeanor - Fine up to \$750.00 or imprisonment of up to 90 days.
 - Infraction - Fine up to \$750 but no imprisonment allowed.²
 - Burden of proof is “beyond a reasonable doubt.”³
- Civil – Hideout may impose civil penalties:
 - Fines up to the maximum amount allowed for Class B misdemeanors under state statute for violations of municipal ordinances (currently \$1,000.00).⁴
 - Burden of proof is “preponderance of the evidence.”⁵
- Administrative – Hideout may suspend, revoke, or issue administrative fines for permit and licensing violations.⁶
 - Burden of proof is “preponderance of the evidence.”

¹ [Hideout Municipal Code 1.08](#); 13.04.080 [Administrative Code Enforcement Hearing Procedures](#).

² [Utah Code Ann. § 76-3-301\(A\)](#); [Utah Code Ann. § 76-3-204](#)

³ [Model Utah Jury Instruction Cr103](#), (“Proof beyond a reasonable doubt is proof that leaves you firmly convinced of the defendant’s guilt.”)

⁴ [Utah Code Ann. § 10-3-703.7](#); [Utah Code Ann. § 10-3-703\(2\)](#); see also generally [Utah Code Ann. § 10-7-11 et seq.](#)

⁵ [Model Utah Jury Instruction CV117](#), (The evidence must show “that the fact is more likely to be true than not true” or “proof by the greater weight of the evidence, however slight.”).

⁶ [Utah Code Ann. § 10-8-1 et seq.](#) (listing regulatory powers of municipalities).

Summary of Civil Ordinance Enforcement

A civil enforcement procedure is very similar to criminal enforcement and requires all of the following:

- Passage of an ordinance enacting civil ordinance enforcement that classifies ordinance violations as civil violations.⁷
- Publishing fine schedules in an ordinance or the municipal fee schedule.
- Issuance of a notice of violation or citation for the violation.
- Provision of due process rights with dispute and appeal procedures.
- Hearing and appeal before a neutral decisionmaker (i.e. and administrative law judge).

Hideout currently has implemented all the above requirements.

Municipal use of civil ordinance enforcement results in reduced cost and time for enforcement, adjudication, and appeals. The reduced costs and time are mainly a result of the lower burden of proof required in civil actions. Rather than spending investigative resources to meet the high standard of “beyond a reasonable doubt,” civil enforcement only requires “preponderance of the evidence” (more than 50% proof that the violation occurred). The due process requirements are similar in that a hearing and appeal is required, but there is no obligation to provide public defenders to indigent defendants, and the procedures are more flexible because the penalty may not include any imprisonment, but can include higher monetary fines than the state bail schedule.

Finally, the vast majority of municipalities use civil ordinance enforcement. Historically, this type of enforcement was only used in land-use or zoning violations, or nuisance violations. But in 2019, Utah’s legislature expanded municipal authority to any municipal ordinance violation.

Fine Collection

Hideout may contract with a collections vendor to collect the unpaid fees or may initiate court action directly to obtain a judgment against the responsible party or property. Starting this option will be under the terms of the collections contract or filed in court by a Hideout City Attorney.

Hideout may also file the unpaid fees with the County Treasurer as a tax lien on the property or property owner. This option requires the following:

- A letter to the County Treasurer, on City letterhead, describing the circumstances that the fees were assessed and all efforts to notify the responsible party of the fees. The letter and supporting documents must be sent to the County Treasurer who will then add the fees to the applicable property tax bill and collect the amounts.

Recommendations

- Hire one full time or several part time code enforcement employees whose sole dedicated job is code enforcement.

⁷ Hideout completed this step in November 2021.

- Implement a policy for code enforcement employees on how and when to issue violation notices including documentation and follow up procedures.
- Implement backend procedures and systems to provide adequate recordkeeping, payment receipt, mailing notices, appeals, and collection of fines.
- Conduct training of code enforcement employees on the policy and procedures.
- Issue RFP for collections contractor. We can include costs of collections and appeals in the fines for violators.

File Attachments for Item:

5. Discussion and possible appointment of a representative of Hideout to engage in discussions regarding the Comprehensive Emergency Management Plan (CEMP) - *Presented by Jeremy Hales, Wasatch County Emergency Management Director*

Staff Report

Subject: Comprehensive Emergency Management Plan for Cities, Towns, and Special Service Districts

Background:

On August 7, 2025, Wasatch County Emergency Manager Jeremy Hales and the Town's emergency management consultants, Hagerty Consulting, hosted a kickoff meeting to begin work on a countywide **Comprehensive Emergency Management Plan (CEMP)**. The plan is intended to guide emergency preparedness, response, recovery, and mitigation efforts across cities, towns, and special service districts within Wasatch County.

As presented during the kickoff, each entity is expected to form a local working group to coordinate its plan development, with Hagerty facilitating at least three additional meetings in the coming months. At this time, it is unclear who is representing Hideout in this process or how the Town's role will be organized moving forward.

Discussion:

The Council should discuss:

- Designating a lead staff member and/or working group participants to represent Hideout in the CEMP process.
- Establishing a communication and reporting structure so the Town Council receives regular updates.
- Identifying any immediate needs, priorities, or concerns specific to Hideout that should be raised with Hagerty and Wasatch County Emergency Management.

Recommendation:

Staff seeks direction from the Council on Hideout's representation in the CEMP working group and next steps for ensuring the Town is fully engaged in this planning effort.

Proposed Motion

No formal action is required at this time. This item is for discussion purposes only to determine Hideout's representation and participation in the Comprehensive Emergency Management Plan process.

If an agreement is reached on a representative, the proposed motion may be:

'I move that we appoint [insert name here] to represent Hideout in the CEMP process.'

File Attachments for Item:

6. Announcement of a community Meet the Candidates Night on Tuesday, September 30, 2025, from 6:00 to 8:00 p.m. at the Kamas Library - *Presented by Monica Schaffer, League of Women Voters*

Staff Report

Subject: Meet the Candidates Night – League of Women Voters

Background:

The League of Women Voters of Utah, in coordination with the Summit County Library system, is sponsoring a Meet the Candidates Night for local Hideout elections. The event will be held on **Tuesday, September 30, 2025, from 6:00 to 8:00 p.m.** at the **Kamas Library, located at 110 N Main St, Kamas, UT.**

This event provides Hideout residents an opportunity to hear directly from candidates running for local offices, ask questions, and learn more about the individuals seeking to represent the community.

Important Note:

This is a **League of Women Voters–sponsored event**. The Town of Hideout is not sponsoring or organizing this event but is announcing it as a courtesy to ensure residents are aware of the opportunity to participate.

Proposed Motion

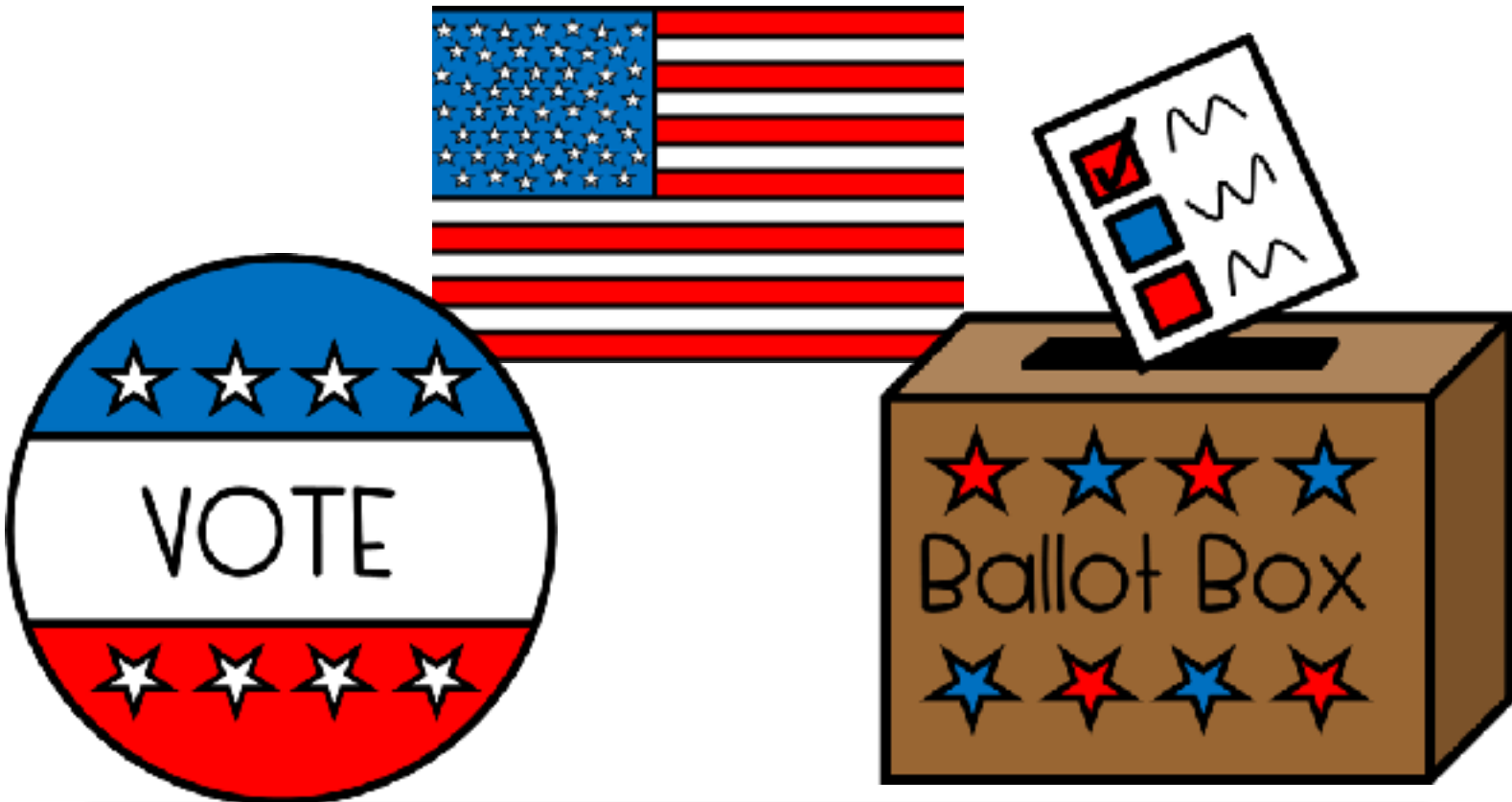
No formal action is required. This item is for informational purposes only to announce the Meet the Candidates Night sponsored by the League of Women Voters at the Kamas Valley Branch Library on September 30, 2025.

Meet the Candidates for Hideout Town Council and Mayor

Item # 6.

Tuesday 9/30, 6:00-8:00 PM

Summit County Library in Kamas



FREE AND OPEN TO THE PUBLIC

- Ask your questions
- Share your ideas and concerns for our
community
- Hear from your candidates

Sponsored By: The Wasatch Back League of Women Voters



File Attachments for Item:

7. Announcement of a town-sponsored concert on Friday, September 12, 2025, from 6:00 to 9:00 p.m. at the Hideout Public Works Building

VOL.III

HIDEOUT PRESENTS THE **DISCOGRAPHERS**

SEPTEMBER 12, 2025
6PM TO 9 PM

TICKETS \$15

A PORTION OF THE SALES GOES
TO A LOCAL NON-PROFIT ORGANIZATION

MEAL IS INCLUDED WITH TICKET
SHAKA SHAKE OR TACO TRUCK
TATE & HANNA ICE CREAM

HIDEOUT PUBLIC WORKS
12490 N BELAVIEW WAY

SCAN FOR
TICKETS



Staff Report

Subject: Town-Sponsored Summer Concert — The Discographers

Background:

The Town of Hideout is hosting a community concert to celebrate the end of summer and bring residents together for an evening of music, food, and fun. This event supports local nonprofits and fosters community spirit.

Event Details:

- **When:** Friday, September 12, 2025 | 6:00 – 9:00 p.m.
- **Where:** Hideout Public Works Building, 12490 N Belaview Way
- **Entertainment:** *The Discographers*, Utah's premier rock cover band
- **Ticket Price:** \$15 (plus service fee), includes dinner and dessert. A portion of proceeds benefit a local nonprofit
- **Catering:** Earn a choice between a Shaka Shake Bowl (Korean-Hawaiian BBQ) or tacos from Molina's Mexican Kitchen, plus dessert from Tate & Hanna Ice Cream
- **Important Notes:**
 - Food is available on a first-come, first-served basis.
 - The concert will be held rain or shine
 - Guests should bring their own lawn chairs, blankets, and beverages for comfort and enjoyment

Purpose & Community Value:

- Celebrates the close of summer and enhances community cohesion in a casual, inclusive setting.
- Supports local businesses and nonprofits through ticket sales and food vendors.
- Provides a relaxed, fun evening that encourages neighbor-to-neighbor connection and town pride.

Proposed Motion

No formal action is required. This item is for informational purposes only to announce the Town-sponsored Hideout Summer Concert on September 12, 2025.

File Attachments for Item:

8. Announcement of a public open house on Thursday, September 25, 2025, from 6:00 to 8:00 p.m. at Black Rock Mountain Resort to gather community input on proposed updates to the 2019 General Plan

Agenda Item: General Plan Amendment Kickoff Open House

Announcement of a public open house on Thursday, September 25, 2025, from 6:00 to 8:00 p.m. at Black Rock Mountain Resort to gather community input on proposed updates to the 2019 General Plan.

Staff Report

Subject: General Plan Amendment Kickoff Open House

Background:

The Town of Hideout is beginning the process of updating its 2019 General Plan, a guiding document that establishes policies for growth, development, and community priorities. Since adoption of the 2019 Plan, the Town has experienced significant population growth and development activity, creating a need to re-examine and update planning goals. The Town has partnered with Citi Design, with partial funding provided by the Mountainland Association of Governments (MAG), to facilitate the year-long update process.

Open House Details:

As part of the public engagement process, the Town will host a General Plan Kickoff Open House on Thursday, September 25, 2025, from 6:00 to 8:00 p.m. at Black Rock Mountain Resort. The event will provide residents an opportunity to learn about the proposed updates, review focus areas, and provide input to help shape the Town's future.

Key Areas of Focus in the Update:

- Demographics and housing trends, including affordability and housing types
- Land use and zoning updates, including a Future Land Use Map
- Recreation, parks, and open space planning
- Transportation and infrastructure planning to address anticipated growth
- Environmental preservation and sustainability standards
- Annexation policies and Town Center vision

Recommendation:

Staff encourages all residents to attend and provide input. Resident participation is essential to ensure that the updated General Plan reflects the community's values and priorities.

Proposed Motion

No formal action is required. This item is for informational purposes only to announce the General Plan Amendment Kickoff Open House.

File Attachments for Item:

9. Discussion and Consideration of the Hideout Mountain Village Annexation Petition -
Presented by Alicia Fairbourne, Recorder



Staff Report

Subject: Hideout Mountain Village Annexation Consideration

Presented by: Alicia Fairbourne

Meeting Date: September 11, 2025

Applicants: Terese Walton and John Travis

Background

On August 26, 2025, an Annexation Petition was submitted to the City Recorder of Hideout for the Hideout Mountain Village Annexation (**Exhibit A**).

This annexation includes two parcels – 1141 Lori Lane and 1160 Lori Lane – both located within Wasatch County. The parcels are located at the intersection of Jordanelle Parkway and Lori Lane. Both parcels are included in Hideout’s Annexation Declaration Area map as approved by Resolution 2023-R-02 on March 9, 2023 (**Exhibit B**).

The annexation process is dictated by Utah State Code and is found in [§10-2-8](#). In accordance [§10-2-807](#), the Annexation Petition must be placed on a City Council agenda for denial or acceptance for further consideration at the first regularly scheduled meeting that is at least 14 days after the Petition is submitted. The City has no obligation to accept the petition for further consideration, even if the property is within the City’s future annexation area, and can deny the Petition at this point. However, if the Council fails to either accept or deny the Petition at this meeting, it is considered as accepted for further consideration. Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed – it only means that the Council is allowing the process to continue.

Analysis

The “Hideout Mountain Village” Annexation Petition consists of two properties, totaling approximately 2.92 acres. Both property owners (or legal representative thereof) have signed the Petition totaling 100% of the value of all the private property sought to be annexed.

If the petition is accepted, whether through approval or non-action, a series of deadlines and processes are initiated. To briefly summarize, a 30-day deadline will begin for the City Recorder to obtain any records or further information needed from the County or Petitioner and work with other Staff and our legal counsel to determine if the Petition meets the requirements of the applicable annexation statutes. Should it not, the City Recorder must reject the Petition and deliver notice of and reasons for the rejection to the City Council, Petitioner, and Wasatch County Council.

If the Petition is determined to meet the requirements, the City Recorder must certify the Petition and issue a Notice of Certification that must be sent to the Council, Petitioner, and County. Within 10 days of the Notice of Certification being sent, the City Recorder must begin the noticing process to affected entities, surrounding property owners, and the public. Public notice must be posted for three successive

weeks.

Protests to the Petition may be filed within 30 days from the date the City Recorder mails the Notice of Certification. Protests may only be filed by the legislative or governing body of an affected entity (including counties, local districts, special service districts, etc.), or the owner of rural real property within the proposed area (simply defined as being over 1,000 acres in size and zoned for agricultural or manufacturing purposes) or owner of private real property located in a mining protection area, neither of which property types apply to the proposed area.

Protests are filed directly with the Wasatch County Council. Another process begins at that point, but the main takeaway is that accepting the Petition for consideration begins a roughly two to three-month annexation process. Attached is an “Annexation Process” outline Staff has put together that details the responsibilities of each party and the various deadlines and requirements.

Again, it is important to understand that Acceptance of the Petition for further consideration does not mean that the property is annexed or that it *will* be annexed or even that the Council is in favor of the annexation – it only means that the Council is allowing the process to continue. It is also important to understand that the Council does not have to approve an annexation, regardless of whether it meets all of the requirements – the decision is completely at the discretion of the City Council – and it can do so only after holding a public hearing after the protest period has ended.

Recommendation

Staff has no recommendation to the Council on whether to accept or deny this annexation for further consideration.

Significant Impacts

If the Petition is accepted for further consideration, the immediate significant impact is that a 30-day deadline is initiated in which the City Recorder must either certify or deny the petition in accordance with the applicable requirements. If certified, the City Council will be given a Notice of Certification and a public noticing process begins.

Model Motions

Accept: “I move that we accept the Annexation Petition for the Hideout Mountain Village annexation for further consideration.”

Deny: “I move that we deny the Annexation Petition for the Hideout Mountain Village annexation for further consideration... (state reasons why)”

Statement of Notice

I, Amy Graves, state that as the Secretary for the Wasatch County Planning Department, and on behalf of Terese Walton (Trag LLC) and John Travis (1160 Lori Lane LLC), the attached letter was sent by first class mail to the following property owners (see attached list) on this 31st of July, 2025.



Signature

Date: 07/31/2025

NOTICE OF POTENTIAL ANNEXATION

Date: July 30, 2025

Attention: Your property may be affected by a proposed annexation.

The proposed annexation parcels are located at 1141 Lori Lane and 1160 Lori Lane, Wasatch County.

Records show that you own property within an area that is intended to be included in a proposed annexation into the Town of Hideout, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Hideout Recorder within 30 days after Hideout receives notice that the petition has been certified.

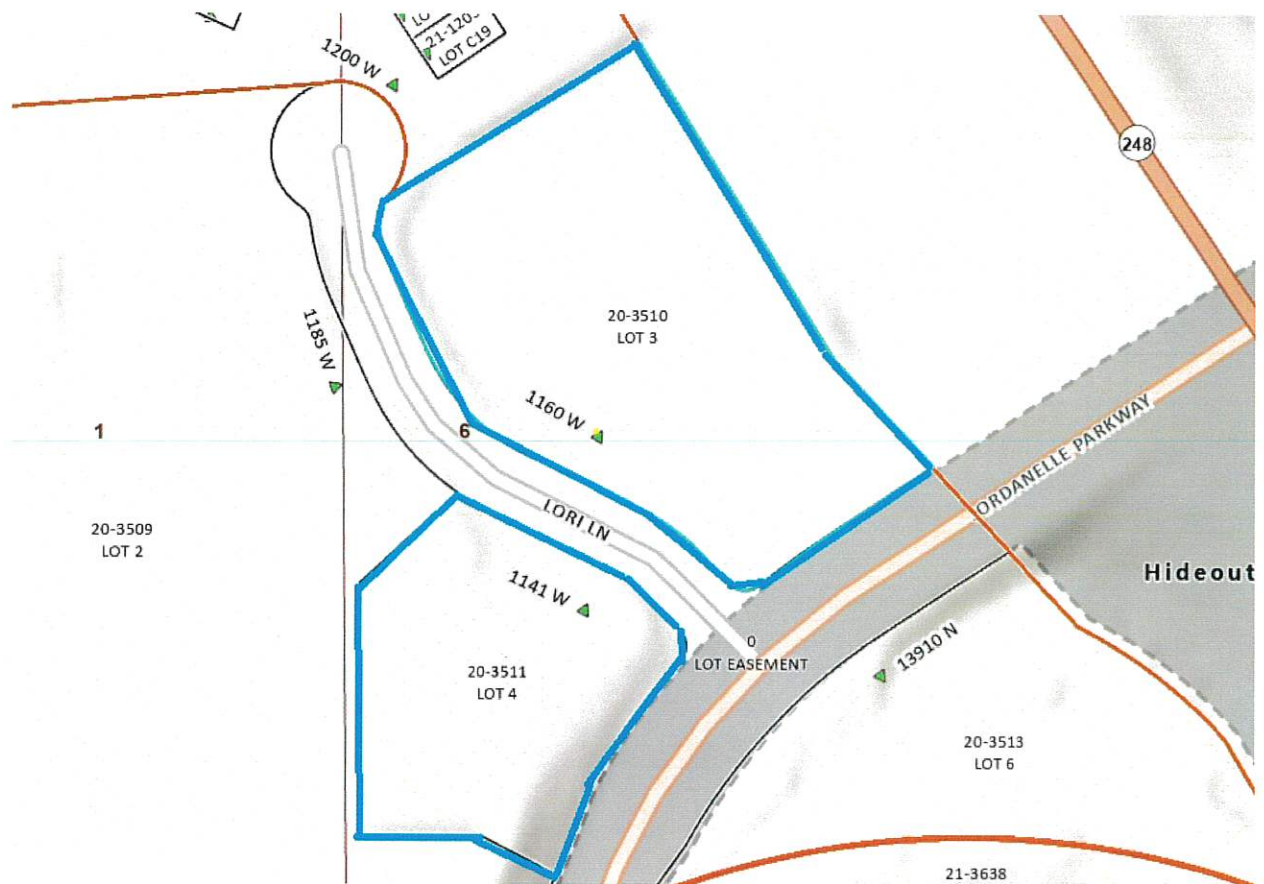
There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting the following:

City Representative	Petitioner Representative
The Town of Hideout Planning Office Thomas Eddington, Hideout Planner 10860 North Hideout Trail, Hideout, UT 84036 Phone 609-335-2850 Email at thomas@inplandesign.com	Name Terese Walton (Trag LLC) and John Travis (1160 Lori Lane LLC) Mailing Street Address: 2180 S 1300 E Suite 100 City, State, Zip: Salt Lake City, UT 84106 Phone: 801.244.6067 Email: terese@gaddisinv.com

Once filed, the annexation petition will be available for inspection and copying at the office of the Hideout Recorder 10860 North Hideout Trail, Hideout, UT 84036.

Accurate Map of Proposed Annexation



PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WASATCH COUNTY	25 N MAIN ST	HEBER CITY	UT	84032-1827
WILD D7 LLC	PO BOX 982034	PARK CITY	UT	84098-2034
TRAG LLC	2180 S 1300 E STE 100	SALT LAKE	UT	84106-2842
EMP PARK CITY LLC	7800 FORSYTH BLVD STE 800	CLAYTON	MO	63105-3311
1160 LORI LANE LLC	PO BOX 680902	PARK CITY	UT	84068-0902
SAYASITH TOM LERTSONGKHAM SOUSADA (JT)	1134 W WASATCH SPRING RD	KAMAS	UT	84036-1393
ERICKSEN BRAD	478 W ROSEMARY PL	SARATOGA SPRINGS	UT	84045-4780
LEAVITT JARIN LEAVITT NANCY (JT)	331 W PARRISH LN STE 106	CENTERVILLE	UT	84014-1853
RIDGE UNITS LLC	3821 W MONTROSE AVE	CHICAGO	IL	60618-1067
MCGREGOR MARK KENT TR MCGREGOR LISA LYNN TR	245 W MARQUITA APT 104	SAN CLEMENTE	CA	92672-5151
WOLFE SCOTT WOLFE ANITA (JT)	1118 W WASATCH SPRING RD	KAMAS	UT	84036-1393
FLINDERS TOM	PO BOX 982034	PARK CITY	UT	84098-2034
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WILLIAMS COOPER TR	3677 SOLAMERE DR	PARK CITY	UT	84060-8840
BROWN TROUT PROPERTIES LLC	6300 SAGEWOOD DR STE H309	PARK CITY	UT	84098-7502
FIVE DOG DEVELOPMENT LLC	3100 CRESTLINE DR	PARK CITY	UT	84060-6831
CUTTER DAVID HENRY	4376 FORESTDALE DR UNIT 4	PARK CITY	UT	84098-7001

Request to Mail Annexation Notices

Name of Annexation: Hideout Mountain Village

Date: July 25, 2025

Subject Properties: 1141 Lori Lane and 1160 Lori Lane, Wasatch County

Petitioner Representative Names:

Terese Walton (Trag LLC) and

John Travis (1160 Lori Lane LLC)

Mailing Street Address: 2180 S 1300 E Suite 100

City, State, Zip: Salt Lake City, UT 84106

Phone: 801.244.6067

Email: terese@gaddisinv.com

Dear Town of Hideout and Wasatch County Representatives:

I (we), respectfully request that the Town of Hideout submit, on behalf of the undersigned, to Wasatch County, as per Wasatch County procedures, the attached **Notice of Potential Annexation**, as per Utah State Code Section 10-2-806.

To assist Wasatch County with mailing these notices to each affected property owner, I (we) have provided mailing envelopes as follows:

1. Unsealed envelopes.
2. Envelopes that are self-adhesive/sealable.
3. Stamps on each envelope.
4. Left the return address blank on each envelope.
5. Addressed each envelop to each property owner of current record in the annexation area and within 300 feet of the area that is proposed to be annexed. Current mailing addresses can be obtained from the County Assessor's Office or at the County's Online Base Map Link Map at <https://www.wasatch.utah.gov/Maps>.
6. \$0.50 per envelope, payable to Wasatch County.
7. A **Notice of Potential Annexation** letter included for each envelope, with date and Petitioner Name, Address, Phone and Email included on the letter.
8. An Accurate map of the Proposed Annexation included for each envelope.

Respectfully,


Signature

Terese Walton


Signature

John Travis

CERTIFICATION OF MAILING

Wasatch County Planning Office
55 South 500 East
Heber City, UT 84032

The Town of Hideout
Attn: Alicia Fairbourne, Recorder for Hideout
10860 North Hideout Trail
Hideout, UT 84036

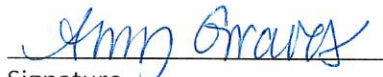
Email: afairbourne@hideoututah.gov

Date: July 30, 2025

Dear Ms. Fairbourne:

At the request of the annexation petitioner for the Hideout Annexation (Hideout Mountain Village), I mailed the Notice of Potential Annexation to Affected Property Owners listed on the attached spreadsheet and depicted on the attached map.

Sincerely,



Signature

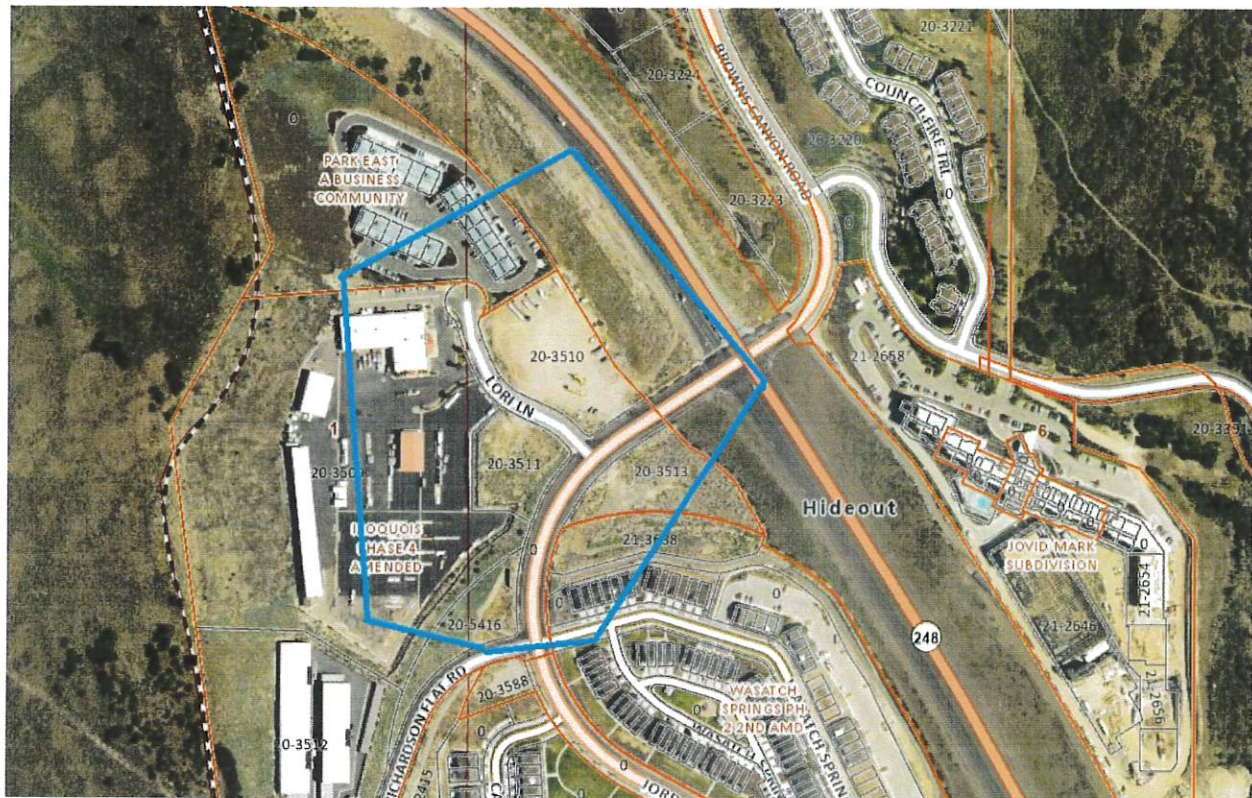


Name/Title

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WASATCH COUNTY	25 N MAIN ST	HEBER CITY	UT	84032-1827
WILD D7 LLC	PO BOX 982034	PARK CITY	UT	84098-2034
TRAG LLC	2180 S 1300 E STE 100	SALT LAKE	UT	84106-2842
EMP PARK CITY LLC	7800 FORSYTH BLVD STE 800	CLAYTON	MO	63105-3311
1160 LORI LANE LLC	PO BOX 680902	PARK CITY	UT	84068-0902
SAYASITH TOM LERTSONGKHAM SOUSADA (JT)	1134 W WASATCH SPRING RD	KAMAS	UT	84036-1393
ERICKSEN BRAD	478 W ROSEMARY PL	SARATOGA SPRINGS	UT	84045-4780
LEAVITT JARIN LEAVITT NANCY (JT)	331 W PARRISH LN STE 106	CENTERVILLE	UT	84014-1853
RIDGE UNITS LLC	3821 W MONTROSE AVE	CHICAGO	IL	60618-1067
MCGREGOR MARK KENT TR MCGREGOR LISA LYNN TR	245 W MARQUITA APT 104	SAN CLEMENTE	CA	92672-5151
WOLFE SCOTT WOLFE ANITA (JT)	1118 W WASATCH SPRING RD	KAMAS	UT	84036-1393
FLINDERS TOM	PO BOX 982034	PARK CITY	UT	84098-2034
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WILLIAMS COOPER TR	3677 SOLAMERE DR	PARK CITY	UT	84060-8840
BROWN TROUT PROPERTIES LLC	6300 SAGEWOOD DR STE H309	PARK CITY	UT	84098-7502
FIVE DOG DEVELOPMENT LLC	3100 CRESTLINE DR	PARK CITY	UT	84060-6831
CUTTER DAVID HENRY	4376 FORESTDALE DR UNIT 4	PARK CITY	UT	84098-7001

Map of Properties Within 300 Feet of the Proposed Annexation





August 26, 2025



To: Town of Hideout Planning Office
Alicia Fairbourne, Hideout Recorder
10860 North Hideout Trail
Hideout, UT 84036

From: Terese Walton, on behalf of Trag, LLC and 1160 Lori Lane LLC
2180 South 1300 East Suite 100
Salt Lake City, Utah 84106

Re: Annexation Into Hideout
1141 Lori Lane, Wasatch County
1160 Lori Lane, Wasatch County

Enclosed you will find the petition for Annexation into the town of Hideout for the two above referenced properties as required by Utah State Code.

Please feel free to contact me at [REDACTED] or [REDACTED] with any questions.

Regards,

A handwritten signature in blue ink that reads 'Terese Walton'.
Terese Walton

2180 South 1300 East
Suite 100
Salt Lake City, Utah 84106

O: [REDACTED]
F: [REDACTED]



PETITION FOR ANNEXATION INTO THE TOWN OF HIDEOUT

Annexation Name: Hideout Mountain Village

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of the Town of Hideout hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-806, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of the Town of Hideout and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of the Town of Hideout's corporate limits, located at the approximate address: 1141 Lori Lane and 1160 Lori Lane
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).
7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	1160 Lori Lane: 1.9 acres
	1141 Lori Lane: 1.02 acres
b. Total private property acreage within annexation:	2.92 acres
c. Petitioner's acreage within annexation:	2.92 acres 100 %
	% of Total Private Area
d. Total Assessed Land Value within annexation:	1160 Lori Lane: \$1,320,000
	1141 Lori Lane: \$710,000
e. Petitioner's Assessed Land Value within annexation	2,030,000 100 %
	% of Total Value



8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2a-205 U.C.A. or a petition under Section 10-2a-208, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. a feasibility study under Section 10-2a-205 based on that request, or a petition under Section 10-2a-208 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed is attached hereto as Exhibit E.
11. A copy of the notice sent to affected entities as required under Section 10-2-806(2)(a)(i)(B) and a list of the affected entities to which the notice was sent is attached hereto as Exhibit F.
12. A vicinity map showing Hideout's current boundaries in relation to the proposed annexation in Exhibit G.
13. Per the Town of Hideout Annexation Policy Plan, a Concept Plan is attached as Exhibit H. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Town of Hideout Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

File Number: 11651021

LLC
Certificate of Organization
OF
Trag LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be Trag LLC

Article II

The purpose or purposes for which the company is organized is to engage in:

Purchase and own property and potentially lease to others

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)

JAMES GADDIS INVESTMENT CO., LLC
1400 Foothill Drive Suite 34
Salt Lake City, UT, 84108



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

This certifies that this registration has been filed and approved on 7, February 2020 in the office of the Division and hereby issues this Certification thereof.

A handwritten signature in black ink, appearing to read "Jason Sterzer".

JASON STERZER
Division Director

Article IV

Name, Street address & Signature of all members/managers

Manager #1

JAMES GADDIS INVESTMENT CO., LLC

1400 Foothill Drive Suite 34

Salt Lake City, UT 84108

Terese Walton (POA or AIF)

Signature

DATED 7 February, 2020.

Article V

Management statement

This limited liability company will be managed by its Managers

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name
and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization
and all *certificates of amendments thereto*.

Article VI.3

Copies of all tax returns and financial statements
of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

1400 Foothill Drive, Suite 34

Salt Lake City, UT 84108

Article VIII

The duration of the company shall be perpetual

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

File Number: 11487028

LLC
Certificate of Organization
OF
1160 LORI LANE, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be 1160 LORI LANE, LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Real Estate Investment

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)

John Travis
2664 Creek Drive
Park City, UT, 84060



Article IV

Name, Street address & Signature of all members/managers

Member #1

John Travis

2664 Creek Drive

Park City, UT 84060

John Travis

Signature

Member #2

Frank Sheets

211 W 200 S

Pleasant Grove, UT 84062

Frank Sheets

Signature

DATED 4 October, 2019.

Article V

Management statement

This limited liability company will be managed by its Members

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name
and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization
and all *certificates of amendments thereto*.

Article VI.3

Copies of all tax returns and financial statements
of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

2664 Creek Drive
Park City, UT 84060

Article VIII

The duration of the company shall be

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.



PETITION SIGNATURE PAGE

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

WHEREFORE, the following petitioners / property owners hereby request that this Petition be considered by the Town of Hideout Council and that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

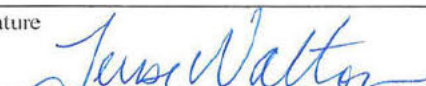
By signing below, I certify that I am the owner or majority property owner of the unincorporated property identified and that I am **in favor** of this petition to annex said property into the boundaries of the Town of Hideout.

Name of Annexation: Hideout Mountain Village

Petitioner / Property Owner

Name 1160 Lori Lane LLC: JOHN TRAVIS	Phone Number [REDACTED]
Mailing Address Box 680902 Park City, UT 84068	Email Address [REDACTED]
Property Address or Parcel ID 1160 Lori Lane, Wasatch County. Parcel ID: 00-0020-3510	
Signature	Date

Petitioner / Property Owner

Name Trag LLC: TERESE WALTON	Phone Number 801.244.6067
Mailing Address 2180 South 1300 East Suite 100 Salt Lake City, UT 84106	Email Address [REDACTED]
Property Address or Parcel ID 1141 Lori Lane, Wasatch County. Parcel ID: 00-0020-3511	
Signature 	Date 8/22/25

NOTICE TO PROPERTY OWNERS

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been



HIDEOUT

PETITION SIGNATURE PAGE

(This Official Signature Page may be duplicated as needed for circulation when obtaining signatures)

WHEREFORE, the following petitioners / property owners hereby request that this Petition be considered by the Town of Hideout Council and that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

By signing below, I certify that I am the owner or majority property owner of the unincorporated property identified and that I am in favor of this petition to annex said property into the boundaries of the Town of Hideout.

Name of Annexation: Hideout Mountain Village

Petitioner / Property Owner

Name 1160 Lori Lane LLC: JOHN TRAVIS	Phone Number [REDACTED]
Mailing Address Box 680902 Park City, UT 84068	Email Address [REDACTED]
Property Address or Parcel ID 1160 Lori Lane, Wasatch County, Parcel ID: 00-0020-3510	
Signature 	Date 8/25/2025

Petitioner / Property Owner

Name Trag LLC: TERESE WALTON	Phone Number [REDACTED]
Mailing Address 2180 South 1300 East Suite 100 Salt Lake City, UT 84106	Email Address [REDACTED]
Property Address or Parcel ID 1141 Lori Lane, Wasatch County, Parcel ID: 00-0020-3511	
Signature 	Date 8/22/25

NOTICE TO PROPERTY OWNERS

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been

certified.



PETITION CONTACT SPONSOR (Main Contact)

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name TERESE WALTON	Phone Number [REDACTED]
Mailing Address 2180 South 1300 East Suite 100 Salt Lake City, UT 84106	Email Address [REDACTED]
Parcel Numbers 00-0020-3511, 00-0020-3510	

ENTITY: Trag LLC

By: Terese Walton, Manager
Name/Title:

STATE OF Utah)
COUNTY OF Salt Lake : ss.

On this 22 day of August, 2025, personally appeared before me the above named:

☒ who is personally known to me,
whose identity I verified on the basis of _____
☒ who is authorized to sign on behalf of the entity/(ies) that own the property to be the signer of the foregoing document, and they/he/she acknowledged that they/he/she signed it.



Michelle Sudbury
NOTARY PUBLIC

My Commission Expires: August 13, 2028

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been certified.



HIDEOUT

PETITION SPONSOR 2

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name JOHN TRAVIS	Phone Number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Mailing Address Box 680902 Park City, UT 84068	Email Address <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Parcel Numbers 00-0020-3511, 00-0020-3510	

ENTITY: 1100 Lori Lane LLC	
By: Name Title:	
STATE OF <u>UTAH</u>)) ss. COUNTY OF <u>SUMMIT</u>)	
On this <u>25th</u> day of <u>AUGUST</u> , 20 <u>25</u> , personally appeared before me the above named:	
<input checked="" type="checkbox"/> who is personally known to me. <input type="checkbox"/> whose identity I verified on the basis of _____ <input type="checkbox"/> who is authorized to sign on behalf of the entity (ies) that own the property to be the signer of the foregoing document, and they he/she acknowledged that they he/she signed it.	
	 NOTARY PUBLIC My Commission Expires: <u>4/9/2029</u>

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been certified.



PETITION SPONSOR 3

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name RICHARD DYE	Phone Number [REDACTED]
Mailing Address 3102 Fairway Hills Court Park City, UT 84060	Email Address [REDACTED]
Parcel Numbers 00-0020-3511, 00-0020-3510	

ENTITY: Trag LLC

By: Richard Dye, member
Name/Title:

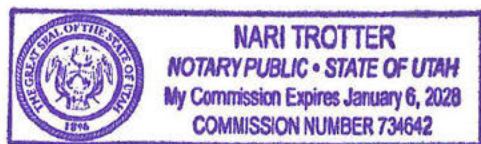
STATE OF Utah)
COUNTY OF Summit : ss.

On this 22nd day of August, 2025, personally appeared before me the above named:

☒ who is personally known to me,

☐ whose identity I verified on the basis of _____

☐ who is authorized to sign on behalf of the entity/(ies) that own the property to be the signer of the foregoing document, and they/he/she acknowledged that they/he/she signed it.



Nari Trotter
NOTARY PUBLIC

My Commission Expires: 1/6/2028

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been certified.



PETITION SPONSOR 4

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name Jim Gaddis	Phone Number [REDACTED]
Mailing Address 2425 White Pine Lane Park City, UT 84060	Email Address [REDACTED]
Parcel Numbers 00-0020-3511, 00-0020-3510	

ENTITY: Trag LLC

By: [Signature] manager
Name/Title:

STATE OF Utah)
COUNTY OF Summit : ss.

On this 22nd day of August, 2025, personally appeared before me the above named:

☒ who is personally known to me,
☐ whose identity I verified on the basis of _____
☐ who is authorized to sign on behalf of the entity/(ies) that own the property to be the signer of the foregoing document, and they/he/she acknowledged that they/he/she signed it.



[Signature]
NOTARY PUBLIC

My Commission Expires: 1/6/2028

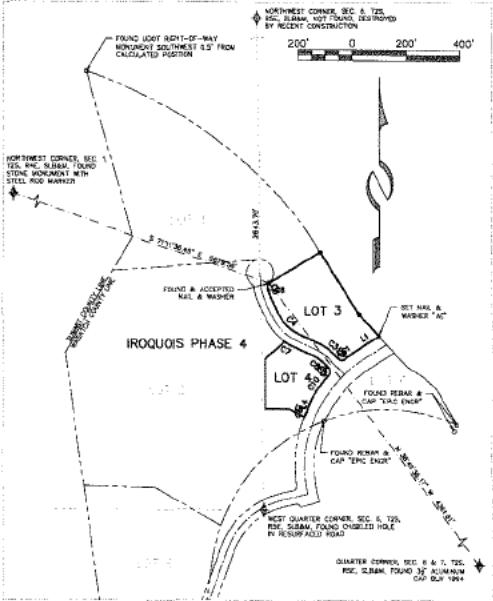
NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of the Town of Hideout. If you choose to withdraw your signature, you shall do so no later than 30 days after the Town of Hideout receives notice that the petition has been filed.



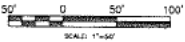
EXHIBIT A: ANNEXATION MAP

(prepared by a licensed surveyor)



LEGAL DESCRIPTION
All of Lots 3 and 4, Iroquois Phase 4 Subdivision, according to the plat thereof, recorded October 18, 2005, as Entry No. 290634 in Book 798 of Page 140 of the official records in the office of the Wasatch County Recorder.

- LEGEND
- 5/8" iron wire "ALLIANCE ENGINEERING" (chain value suppressed)
 - Found Monument (As-Noted)
 - Found Street Monument (As-Noted)
 - ◆ Found Section Monument (As-Noted)
 - ◆ Full-Flange Section monument (As-Noted)

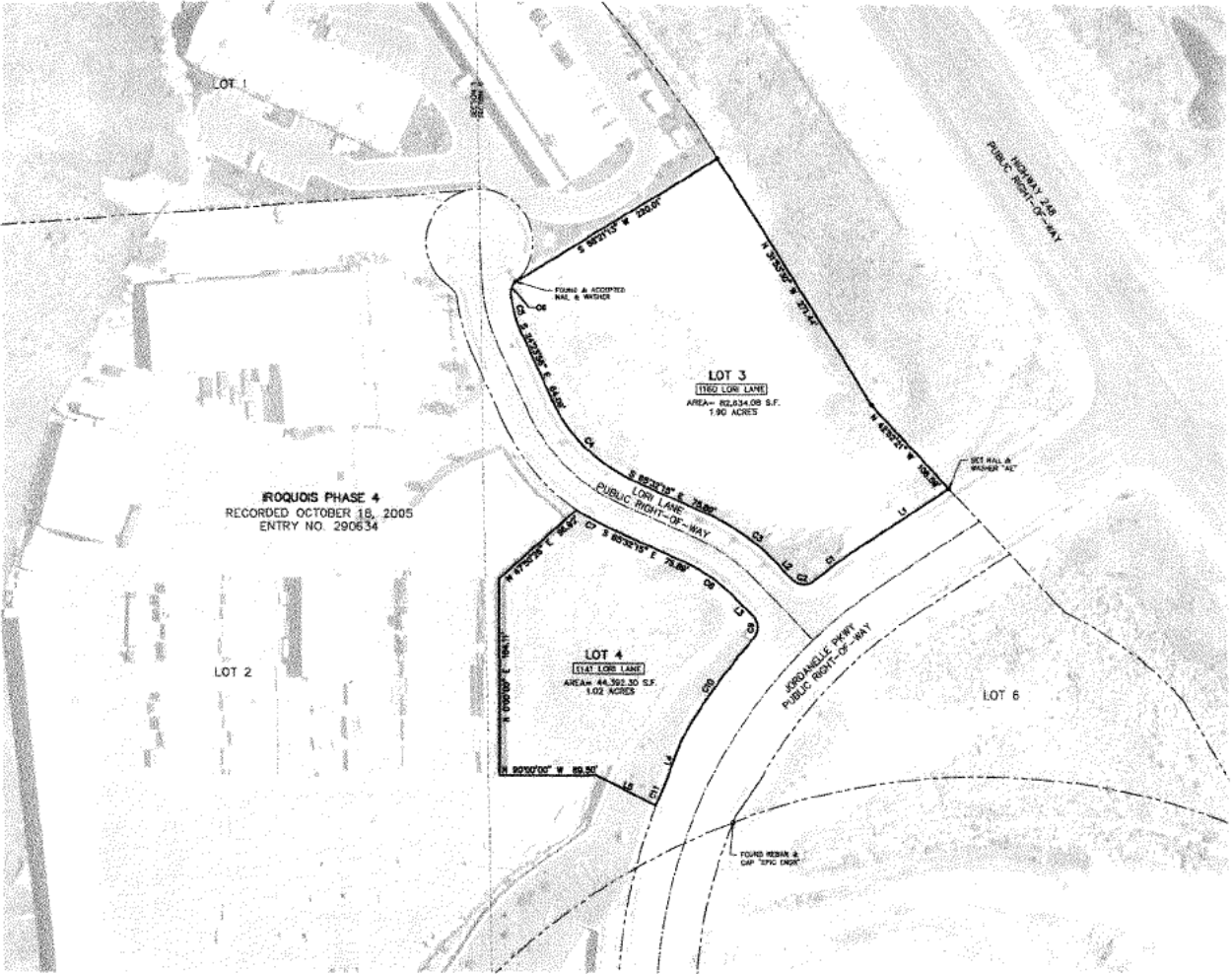



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 56°58'12" E	98.30'
L2	S 43°44'04" E	23.56'
L3	S 43°44'04" E	23.56'
L4	S 18°43'37" W	43.54'
L5	N 62°59'51" W	62.18'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	516.00'	56.75'	8°18'04"	N 52°50'10" E	56.72'
C2	16.00'	23.90'	85°34'48"	S 86°31'28" E	21.74'
C3	200.00'	78.11'	21°48'11"	S 54°38'06" E	75.65'
C4	180.00'	107.70'	41°08'18"	S 44°58'05" E	106.40'
C5	180.00'	40.73'	19°33'32"	S 16°37'10" E	40.81'
C6	15.80'	15.10'	86°44'44"	S 19°04'38" W	14.91'
C7	300.00'	36.66'	10°30'00"	S 80°17'13" E	36.61'
C8	150.00'	51.08'	21°46'11"	S 51°36'04" E	56.74'
C9	16.00'	23.90'	85°34'48"	S 05°40'40" E	21.74'
C10	516.00'	116.51'	12°56'15"	S 35°22'36" W	116.27'

1141 & 1160 LORI LANE

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH
ANNEXATION EXHIBIT





(435) 947-3407
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
OFFICE: 1000 SOUTH 1000 WEST, SUITE 100, SALT LAKE CITY, UTAH 84143

STAFF:
MICHAEL BLOSSER
RYAN BURGER

DATE: 6/20/25

ANNEXATION EXHIBIT
1141&1160 LORI LANE, HEBER CITY, UTAH
LOTS 3 & 4, IROQUOIS PHASE 4
FOR: TERESA WALTON
JOB NO.: 8-10-15
FILE: \\fileserver\alliance\projects\2015\2015-10-15-1141&1160 LORI LANE, HEBER CITY, UTAH\1141&1160 LORI LANE, HEBER CITY, UTAH\1141&1160 LORI LANE, HEBER CITY, UTAH.dwg

SHEET
1
of
1



EXHIBIT B: PROPERTY DEEDS

MAIL TAX NOTICE TO:

GRANTEE
1400 Foothill Dr., Ste. 34
Salt Lake City, UT 84108
26470



WARRANTY DEED

G. Melvin Flinders, Trustee and Sandra H. Flinders, Trustee of The G. Melvin Flinders Family Protection Trust, dated November 7, 1991, grantors
of Park City, County of Summit, State of Utah, hereby CONVEYS and WARRANTS to

Trag LLC, a Utah limited liability company, grantees

of Salt Lake City, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in Wasatch County, State of Utah, to wit:

Lot 4, **Iroquois Phase 4 Amended Subdivision**, according to the official plat thereof, recorded October 11, 2006, as Entry No. 308975 in Book 898 at Page 382 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial Number: 0IQ-4004-0

* * *

Subject to current general taxes, easements, restrictions, and rights of way of record.

WITNESS, the hands of said grantors, this 25TH day of February, A.D. 2020.

The G. Melvin Flinders Family Protection Trust,
dated November 7, 1991

G. Melvin Flinders Trustee
By G. Melvin Flinders, Trustee

Sandra H. Flinders Trustee
By Sandra H. Flinders, Trustee

This document has been recorded electronically
in the office of the Wasatch County Recorder.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the public
Record

Date 2/25/2020 Entry No 474893
Book 1783 Page 9216

Submitted by: High Country Title

STATE OF UTAH)
) ss
COUNTY OF SUMMIT)

On the 25TH day of February, 2020, personally appeared before me G. Melvin Flinders and Sandra H. Flinders, as Trustees of the G. Melvin Flinders Family Protection Trust, dated November 7, 1991, who duly acknowledged to me that they executed the same, for and on G. Melvin Flinders Family Protection Trust as the Trustees thereof.

Scott Buchanan
Notary Public



Ent 471513 Bk 1274 Pg 1199 - 1201
 PEGGY FOY SULSER, Recorder
 WASATCH COUNTY CORPORATION
 2019 Dec 02 04:05PM Fee: \$40.00 TC
 For: First American Title Insurance Compan
 ELECTRONICALLY RECORDED

Mail tax statements to:
When Recorded, Mail To:
 1160 Lori Lane, LLC
 P.O. BOX 680902
 Park City, UT 84068

APN: 00-0020-3510

Esc NCS-967627-JH

(Space above this line for Recorder's Use)

SPECIAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAVERIK, INC., a Utah corporation, formerly known as, and which acquired title as MAVERIK, INC., a Wyoming corporation ("Grantor"), hereby conveys and warrants against all who claim by, through, or under Grantor, but no others, to 1160 Lori Lane, LLC, a Utah limited liability company ("Grantee"), the real property situated in Wasatch County, State of Utah, and described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all tenements, hereditaments, and appurtenances belonging or in any wise appertaining thereto.

SUBJECT TO current taxes and assessments, zoning laws, rules and regulations, and to the reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record or enforceable at law or equity.

SUBJECT FURTHER TO THE FOLLOWING USE RESTRICTION: Commencing on the date of recordation of this Special Warranty Deed with the Office of the Wasatch County Recorder, and for a period of forty (40) years thereafter, neither the Property nor any portion thereof shall be used for any of the following purposes:

Operating a fuel service station, convenience store, or other business engaging in the sale of fuel. In addition, and not by way of example, the following convenience stores operating under the listed trade names, are prohibited upon the Property, or any portion thereof, for the time period specified herein: Tesoro, Chevron, Arco, Flying J, Circle K, Amoco, Phillips, Sinclair, 7-11, Exxon, Texaco, and Top Stop.

Operating a smoke shop or store.

[signatures and acknowledgements are on the following page]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 2nd day of December, 2019.

GRANTOR:

MAVERIK, INC.,
a Utah corporationBy: [Signature]Name: ANDRE 'M' LORTZIts: EVF + CFO

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 15 day of November, 2019, personally appeared before me Andre Lortz, known or satisfactorily proved to me to be the EVF + CFO of MAVERIK, INC., a Utah corporation, who acknowledged to me that s/he signed the foregoing instrument as EVF + CFO for said corporation.

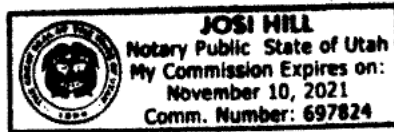
[Signature]
NOTARY PUBLIC

EXHIBIT A TO DEED
Legal Description

LOT 3, IROQUOIS PHASE 4 SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE



EXHIBIT C: VALUE & ACREAGE



Property Value & Acreage Within Annexation Area

(Replace sample values with actual values)

Name	Parcel ID	Acres	Value	Petitioner (yes/no)
1160 Lori Lane LLC	00-0020-3510 / 01Q-4003-0-006-025	1.9	1,320,000	Yes
Trag LLC	00-0020-3511 / 01Q-4004-0-006-025	1.02	\$710,000	Yes
Totals		2.92 acres	\$2,030,000	
Private Property Total		2.92 acres	\$2,030,000	
Petitioner Totals		2.92 acres	\$2,030,000	
Petitioner Percent of Private Total		51% min Actual: 100%	1/3 min Actual: 100%	



EXHIBIT D: PROPERTY TAX NOTICES



WASATCH COUNTY

Item # 9.

2025 Notice of Property Valuation & Tax Change <<Preliminary Tax Notice – Please Review Carefully>>

USE THESE NUMBERS ON ALL CORRESPONDENCE

TAXING DISTRICT

00-0020-3511 / 01Q-4004-0-006-025

015 - JORDANELLE SPECIAL SRVC DIST

MARKET AND TAXABLE VALUE OF YOUR PROPERTY

Property Type	2024 Market Value	2024 Taxable Value	2025 Market Value	2025 Taxable Value
COMMERCIAL IMPROVED	710,000	710,000	710,000	710,000
Total Property Value	710,000	710,000	710,000	710,000

Taxing Entities	COMPARE		PROPOSED		CHANGES		BE HEARD	
	2024	2025 If No Increase	2025 If Proposed Budget Approved	2025 If Proposed Budget Approved	If 2025 Increase	Additional Annual Revenue	Budget / Truth-In-Taxation Meeting	
	Taxes	Rate	Taxes	Rate	Change In Tax	Change In %	Date - Time - Place	
COUNTY GENERAL FUND	672.37	0.000967	686.57	0.000967	0.00	0.00%		
COUNTY LOCAL A&C	78.10	0.000112	79.52	0.000112	0.00	0.00%		
COUNTY BONDS	13.49	0.000018	12.78	0.000018	0.00	0.00%		
MULTI COUNTY A&C	10.65	0.000014	9.94	0.000014	0.00	0.00%		
BASIC ST SCHOOL LEVY	999.68	0.001379	979.09	0.001379	0.00	0.00%		
WASATCH CO SCHOOL DIST	3,259.61	0.004656	3,305.76	0.004656	0.00	0.00%		
SCHOOL DIST BOND	159.75	0.000214	151.94	0.000214	0.00	0.00%		
HEALTH	37.63	0.000054	38.34	0.000054	0.00	0.00%		
CHARTER SCHOOL LEVY	22.01	0.000045	31.95	0.000045	0.00	0.00%		
WASATCH COUNTY FIRE DISTRICT	293.23	0.000420	298.20	0.000413	-4.97	-1.67%		
PARK & REC BOND	0.00	0.000000	0.00	0.000000	0.00	0.00%		
PARK & REC GENERAL	109.34	0.000157	111.47	0.000157	0.00	0.00%		
LIBRARY	81.65	0.000117	83.07	0.000117	0.00	0.00%		
CENTRAL UT WATER CONSERVANCY	284.00	0.000380	269.80	0.000400	14.20	5.26%	354,298	02/25/2025 5:00 PM CUWCD HEADQUARTERS 1426 E 750 N CREM UT Bldg
	6,021.51	0.008533	6,058.43	0.008546	6,067.66	9.23	0.15%	Last Review Date 05/16/2023

PROPERTY DESCRIPTION

LOT 4 IROQUOIS PHASE 4 AMENDED AREA 1.02 ACRES

TAX RELIEF/COUNTY BOARD OF EQUALIZATION

Is this property your PRIMARY RESIDENCE? Or leased to a full-time, Utah domiciled resident? If yes, then Property type should read "Primary". If it reads "Secondary", contact the County Assessor 435-657-3221. Assessor@wasatch.utah.gov

If you wish to appeal the MARKET VALUE, EQUITY or CLASSIFICATION of your property, you must file an appeal application with the County Board of Equalization. Appeals are only for market value, not taxes. Information and appeal forms are available at www.wasatch.utah.gov/Clerk. The appeal deadline is September 15, 2025 by 5:00 p.m. For more information please call The clerk-auditor's office at 435-657-3190. State Assessed property appeal deadline is August 1st, with State Tax Commission only. Appeal forms may be obtained from <https://tax.utah.gov/commission-office/appeals/centrally-assessed/appeals>

What Tax relief programs are available and what are the requirements? Visit this web page <https://wasatchcounty.gov/clerk> or call 435-657-3190.

If you are 65 years old or older, disabled, or experiencing extreme hardship, and this property is your primary residence, you may be eligible to defer payment of this property tax, please contact the Wasatch County Clerk Auditor Office at 435-654-3190.

*****AUTO**ALL FOR AADC 840

AA 13379 1/1-P46 T39

TRAG LLC
2180 S 1300 E STE 100
SALT LAKE CITY UT 84106-2842

Joey D. Granger
Wasatch County Auditor
25 North Main
Heber City, UT 84032
(435) 657-3190



WASATCH COUNTY

Item # 9.

2025 Notice of Property Valuation & Tax Change <<Preliminary Tax Notice - Please Review Carefully>>

USE THESE NUMBERS ON ALL CORRESPONDENCE	TAXING DISTRICT
00-0020-3510 / 01Q-4003-0-006-025	015 - JORDANELLE SPECIAL SRVC DIST

MARKET AND TAXABLE VALUE OF YOUR PROPERTY

Property Type	2024 Market Value	2024 Taxable Value	2025 Market Value	2025 Taxable Value
COMMERCIAL IMPROVED	1,320,000	1,320,000	1,320,000	1,320,000
Total Property Value	1,320,000	1,320,000	1,320,000	1,320,000

Taxing Entities	COMPARE		PROPOSED		CHANGES		BE HEARD	
	2024	2025 If No Increase	2025 If Proposed Budget Approved	2025 If Proposed Budget Approved	If 2025 Increase	Additional Annual Revenue	Budget / Truth-in-Taxation Meeting	
	Taxes	Rate	Taxes	Rate	Change In Tax	Change in %	Date - Time - Place	
COUNTY GENERAL FUND	1,250.04	0.000967	1,276.44	0.000967	1,276.44	0.00	0.00%	
COUNTY LOCAL A&C	145.20	0.000112	147.84	0.000112	147.84	0.00	0.00%	
COUNTY BONDS	25.08	0.000018	23.76	0.000018	23.76	0.00	0.00%	
MULTI COUNTY A&C	19.80	0.000014	18.48	0.000014	18.48	0.00	0.00%	
BASIC ST SCHOOL LEVY	1,858.56	0.001379	1,820.28	0.001379	1,820.28	0.00	0.00%	
WASATCH CO SCHOOL DIST	6,060.12	0.004656	6,145.92	0.004656	6,145.92	0.00	0.00%	
SCHOOL DIST BOND	297.00	0.000214	282.48	0.000214	282.48	0.00	0.00%	
HEALTH	69.95	0.000054	71.28	0.000054	71.28	0.00	0.00%	
CHARTER SCHOOL LEVY	40.92	0.000045	59.40	0.000045	59.40	0.00	0.00%	
WASATCH COUNTY FIRE DISTRICT	545.16	0.000420	554.40	0.000413	545.16	-9.24	-1.67%	
PARK & REC BOND	0.00	0.000000	0.00	0.000000	0.00	0.00	0.00%	
PARK & REC GENERAL	203.28	0.000157	207.24	0.000157	207.24	0.00	0.00%	
LIBRARY	151.80	0.000117	154.44	0.000117	154.44	0.00	0.00%	
CENTRAL UT WATER CONSERVANCY	528.00	0.000380	501.60	0.000400	528.00	26.40	5.26%	
	11,194.92	0.008533	11,263.56	0.008546	11,280.72	17.16	0.15%	
								Last Review Date 05/17/2023

PROPERTY DESCRIPTION

LOT 3 IROQUOIS PHASE 4 AMENDED. AREA: 1.90 ACRES

TAX RELIEF/COUNTY BOARD OF EQUALIZATION

Is this property your PRIMARY RESIDENCE? Or leased to a full-time, Utah domiciled resident? If yes, then Property type should read "Primary". If it reads "Secondary", contact the County Assessor 435-657-3221. Assessor@wasatch.utah.gov

If you wish to appeal the MARKET VALUE, EQUITY or CLASSIFICATION of your property, you must file an appeal application with the County Board of Equalization. Appeals are only for market value, not taxes. Information and appeal forms are available at www.wasatch.utah.gov/Clerk. The appeal deadline is September 15, 2025 by 5:00 p.m. For more information please call The clerk-auditor's office at 435-657-3190. State Assessed property appeal deadline is August 1st, with State Tax Commission only. Appeal forms may be obtained from <https://tax.utah.gov/commission-office/appeals/centrally-assessed/appeals>

What Tax relief programs are available and what are the requirements? Visit this web page <https://wasatchcounty.gov/clerk> or call 435-657-3190.

If you are 65 years old or older, disabled, or experiencing extreme hardship, and this property is your primary residence, you may be eligible to defer payment of this property tax, please contact the Wasatch County Clerk Auditor Office at 435-654-3190.

*****AUTO**SCH 5-DIGIT 84060

AA 481 1/1-P3 T2

1160 LORI LANE LLC
PO BOX 680902
PARK CITY UT 84068-0902

Joey D. Granger
Wasatch County Auditor
25 North Main
Heber City, UT 84032
(435) 657-3190



EXHIBIT E: LIST OF ALL PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET OF ANNEXATION

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WASATCH COUNTY	25 N MAIN ST	HEBER CITY	UT	84032-1827
WILD D7 LLC	PO BOX 982034	PARK CITY	UT	84098-2034
TRAG LLC	2180 S 1300 E STE 100	SALT LAKE	UT	84106-2842
EMP PARK CITY LLC	7800 FORSYTH BLVD STE 800	CLAYTON	MO	63105-3311
1160 LORI LANE LLC	PO BOX 680902	PARK CITY	UT	84068-0902
SAYASITH TOM LERTSONGKHAM SOUSADA (JT)	1134 W WASATCH SPRING RD	KAMAS	UT	84036-1393
ERICKSEN BRAD	478 W ROSEMARY PL	SARATOGA SPRINGS	UT	84045-4780
LEAVITT JARIN LEAVITT NANCY (JT)	331 W PARRISH LN STE 106	CENTERVILLE	UT	84014-1853
RIDGE UNITS LLC	3821 W MONTROSE AVE	CHICAGO	IL	60618-1067
MCGREGOR MARK KENT TR MCGREGOR LISA LYNN TR	245 W MARQUITA APT 104	SAN CLEMENTE	CA	92672-5151
WOLFE SCOTT WOLFE ANITA (JT)	1118 W WASATCH SPRING RD	KAMAS	UT	84036-1393
FLINDERS TOM	PO BOX 982034	PARK CITY	UT	84098-2034
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185
BB PARTNERS LLC	5805 TRAILSIDE DR	PARK CITY	UT	84098-6185

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
WILLIAMS COOPER TR	3677 SOLAMERE DR	PARK CITY	UT	84060-8840
BROWN TROUT PROPERTIES LLC	6300 SAGEWOOD DR STE H309	PARK CITY	UT	84098-7502
FIVE DOG DEVELOPMENT LLC	3100 CRESTLINE DR	PARK CITY	UT	84060-6831
CUTTER DAVID HENRY	4376 FORESTDALE DR UNIT 4	PARK CITY	UT	84098-7001



**EXHIBIT F: COPY OF THE NOTICE
SENT TO AFFECTED ENTITIES AND A
LIST OF THE AFFECTED ENTITIES TO
WHICH THE NOTICE WAS SENT**

Notice of Intent to File Annexation Petition

Name of Annexation: Hideout Mountain Village

Date: July 23, 2025

Subject Properties: 1141 Lori Lane and 1160 Lori Lane, Wasatch County

Petitioner Representative Names: Terese Walton (Trag LLC)
and John Travis (1160 Lori Lane LLC)

Mailing Street Address: 2180 S 1300 E Suite 100

City, State, Zip: Salt Lake City, UT 84106

Phone: [REDACTED]

Email: [REDACTED]

To Affected Entity:
Hideout Local District No. 1
Alicia Fairbourne
175 N Main St Ste 201
PO Box 9
Heber City, UT
84032

Dear Alicia Fairbourne:

Pursuant to Utah State Code Section 10-2-806, we, the undersigned and real property owner(s), respectfully notify you, as an Affected Entity, that I (we) intend to file a petition to annex certain real property depicted in the attached exhibit, into the Town of Hideout, Utah.

Sincerely,

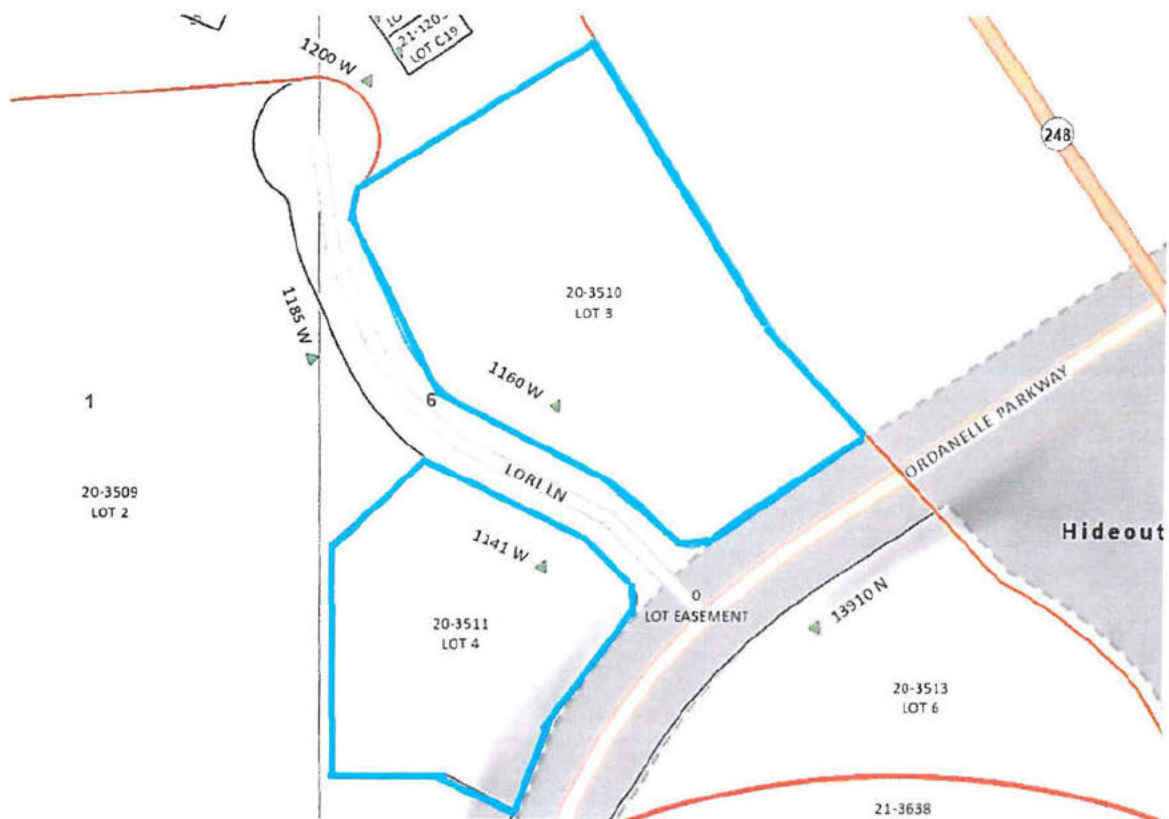

Signature

Terese Walton


Signature

John Travis

Accurate Map of Proposed Annexation



HIDEOUT AFFECTED ENTITIES

Name	Name 2	Address 1	Address 2	City	State	Zip
All West		50 W 100 N		Kamas	UT	84036
Dominion Energy		PO Box 45360		Salt Lake City	UT	84145-0360
Governor's Office of Planning and Budget		P.O. Box 142210		Salt Lake City	UT	84114-2210
Heber Valley Animal Services	Attn: Justin Hatch	301 South Main St		Heber City	UT	84032
Hideout Local District No. 1		175 N Main St Ste 201	PO Box 9	Heber City	UT	84032
Jordanella Special Service District		PO Box 519		Heber City	UT	84032
Lt Governor's Office	Attn: Municipal Services	Utah State Capitol Complex	Suite #E325	Salt Lake City	UT	84114
Pacificorp		PO Box 400		Portland	OR	97207-0400
Recyclops Recycling Services		222 S Main St	5th Floor	Salt Lake City	UT	84101
Utah Department of Transportation		4501 S 2700 W	Mail Stop 141200	Salt Lake City	UT	84114-1200
Utah State Tax Commission		210 N 1950 W		Salt Lake City	UT	84134
Wasatch County Assessor		25 N Main St		Heber City	UT	84032
Wasatch County Clerk/Auditor		25 N Main St		Heber City	UT	84032
Wasatch County Council		25 N Main St		Heber City	UT	84032
Wasatch County Fire District		10420 N Jordanella Blvd		Heber City	UT	84032
Wasatch County Manager		25 N Main St		Heber City	UT	84032
Wasatch County School District		101 E 200 N		Heber City	UT	84032
Wasatch County Sheriff's Office		1361 S US Hwy 40	Suite 130	Heber City	UT	84032
Wasatch County Solid Waste		PO Box 69		Heber City	UT	84032
Comcast of Wasatch, Inc	Attn: Government Affairs	9602 S 300 W		Sandy	UT	84070
Comcast Cable	Attn: Government Affairs Department	1701 John F. Kennedy Blvd		Philadelphia	PA	19103

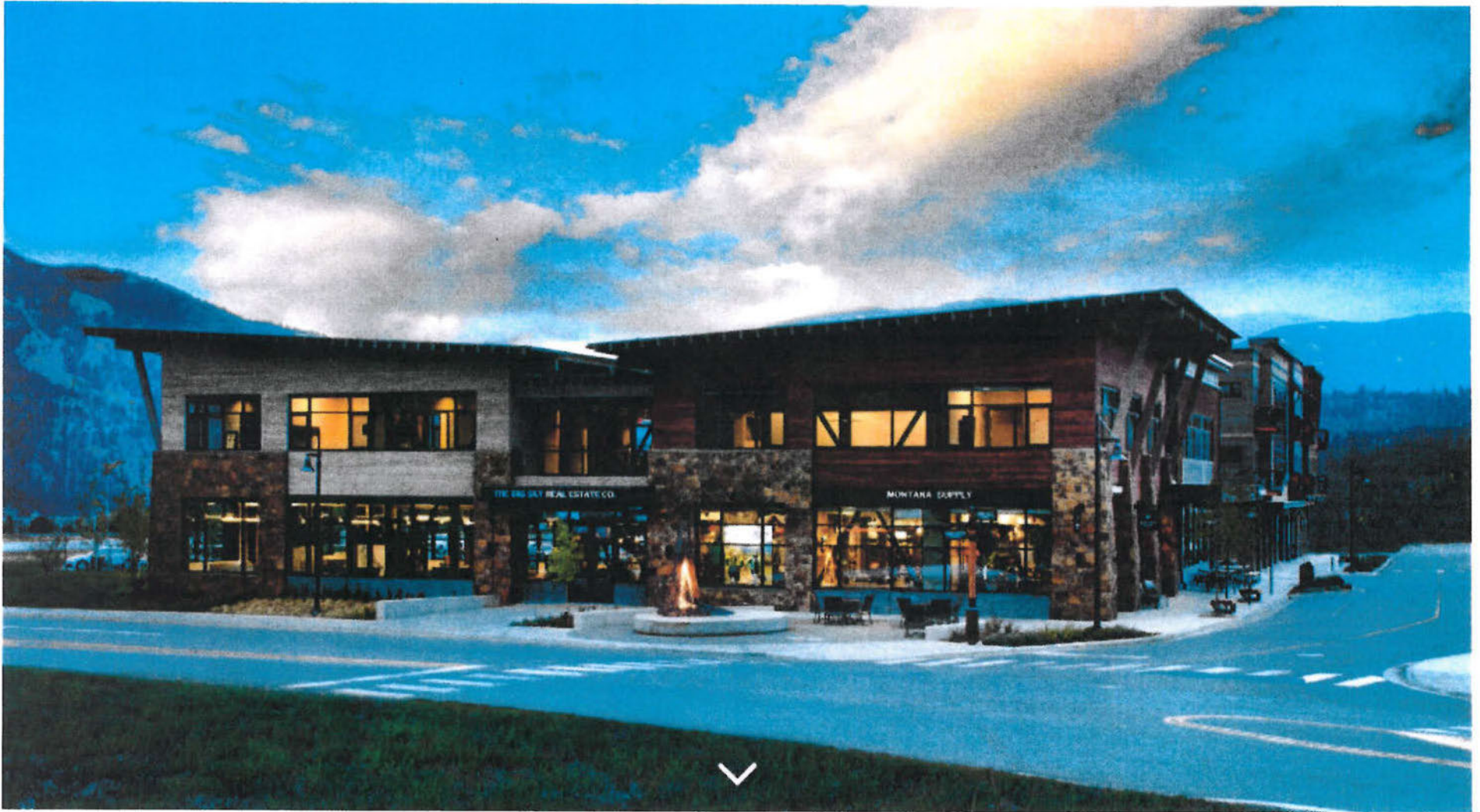


EXHIBIT F: VICINITY MAP



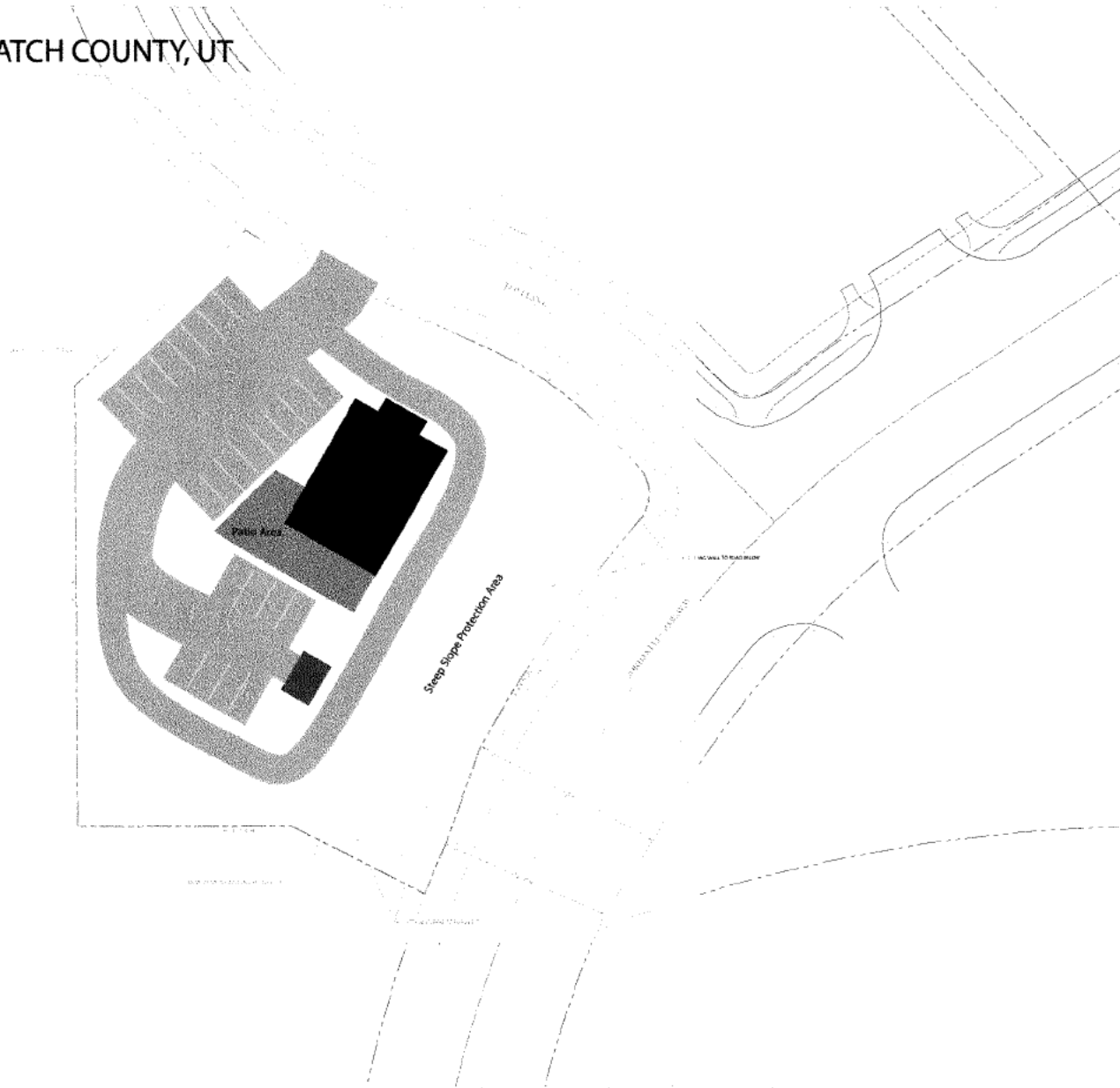
EXHIBIT G: CONCEPT PLAN

1160 LORI LANE, WASATCH COUNTY, UT



1141 LORI LANE, WASATCH COUNTY, UT

WASATCH COUNTY CODE REVIEW
 1141 LORI LANE: 1.02 ACRES
MOUNTAIN ZONE:
 FRONT SETBACK = 30' FROM R.O.W. OR 60' FROM CL.
 HIGHWAY SETBACK = 50' FROM R.O.W. OR 85' FROM CL.
 SIDE SETBACK = 12'
 REAR SETBACK = 30'
 BUILDING HEIGHT = 35' ABOVE NATURAL GRADE
JORDANVILLE BASIN/OUTLAY ZONE (J022):
 20% OF LOT AREA MUST BE LANDSCAPED (45% PROVIDED)
 SEE SIGN REQUIREMENTS PER 16.15.25
PARKING:
 6x20' STALLS REQUIRED
 PARKING LOTS SETBACK 10' FROM PROPERTY LINE
 1 SPACE PER 100 SQ. FT. FOR CAFES
 3,192 SQ. FT. / 100 = 32 STALLS REQ'D (32 PROVIDED)

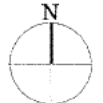


PO BOX 531, HEER CITY, UT 84032
 BLAYDEMCENTRE@GMAIL.COM
 (307) 679-8010

LORIANE STARBUCKS
 1141 LORI LANE, WASATCH COUNTY, UT
 FOR: JOHN TRAVIS
CONCEPT SITE PLAN

SHEET #: C1

DATE: 06/21/2024
 PROJECT #: 24-0628



REV: DATE: DESCRIPTION

Know what's below.
Call 800-4-A-DIG before you dig.
 BLUE STAKES OF NEVADA
 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakes.org
 1-800-447-4111

Resolution No. 2023-R-02

TOWN OF HIDEOUT, UTAH**A RESOLUTION ADOPTING A REVISED ANNEXATION POLICY MAP**

WHEREAS, State Law provides for the Town to adopt an annexation policy plan;
and

WHEREAS, the Town adopted a Revised Annexation Policy Plan with
Resolution 2019-07;

WHEREAS, the Town Council desires to revise and modify the annexation map,
Figure 9.1 of the Revised Annexation Policy Plan; and

WHEREAS, the Town Council finds that the amendments to the map continue to
meet the Revised Annexation Policy Plan as adopted in Resolution 2019-07 and that
Plan continues to apply; and

WHEREAS, the Town has published notice, as required by law, of its intent to
adopt a revised annexation policy map; and

WHEREAS, the Planning Commission held meetings and hearings to discuss the
annexation policy map on January 19, 2023 and February 16, 2023; and

WHEREAS, the Town Council held meetings to discuss the amended annexation
policy map on March 9, 2023; and

WHEREAS, the Planning Commission and the Town Council received and
considered feedback from one affected entity, specifically JSSD whose comments
expressed similar concerns as were included in Appendix A of the Revised Policy Plan;
and

WHEREAS, the Town Council finds good cause for adopting a revised
annexation policy map as provided herein.

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

Section 1 - Recitals Incorporated. The foregoing recitals are hereby
incorporated into this Resolution as findings of fact.

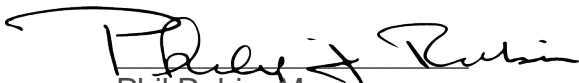
Section 2 - Revised Annexation Policy Map. The revised annexation policy
map attached hereto as **Exhibit A** is hereby adopted and replaces Figure 9.1 of the
Revised Annexation Policy Plan

Section 3 - Distribution. Pursuant to Utah Code § 10-2-401.5(5), within thirty (30) days after the date of this resolution, the Clerk is directed to forward a copy of the revised annexation policy plan to the legislative bodies of Summit County and Wasatch County.

Section 4 - Effective Date. This Resolution will be effective upon adoption.

WHEREFORE, Resolution 2023-R-02 has been **Passed** and **Adopted** on this 9th day of March in the year 2023 by the Town of Hideout.

TOWN OF HIDEOUT


Phil Rubin, Mayor

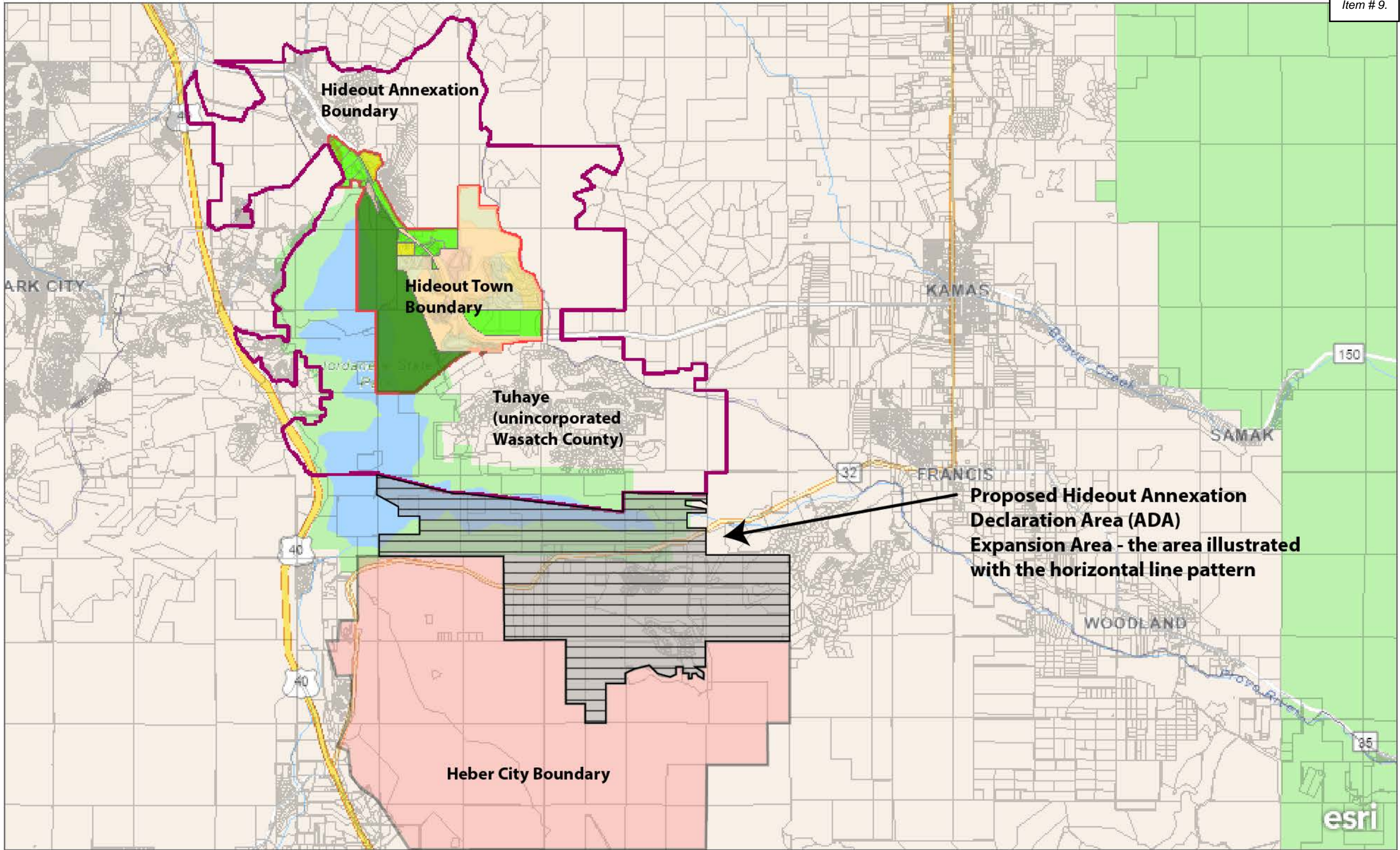
Attest:


Alicia Fairbourne, Recorder for Hideout



Town of Hideout Planning Map

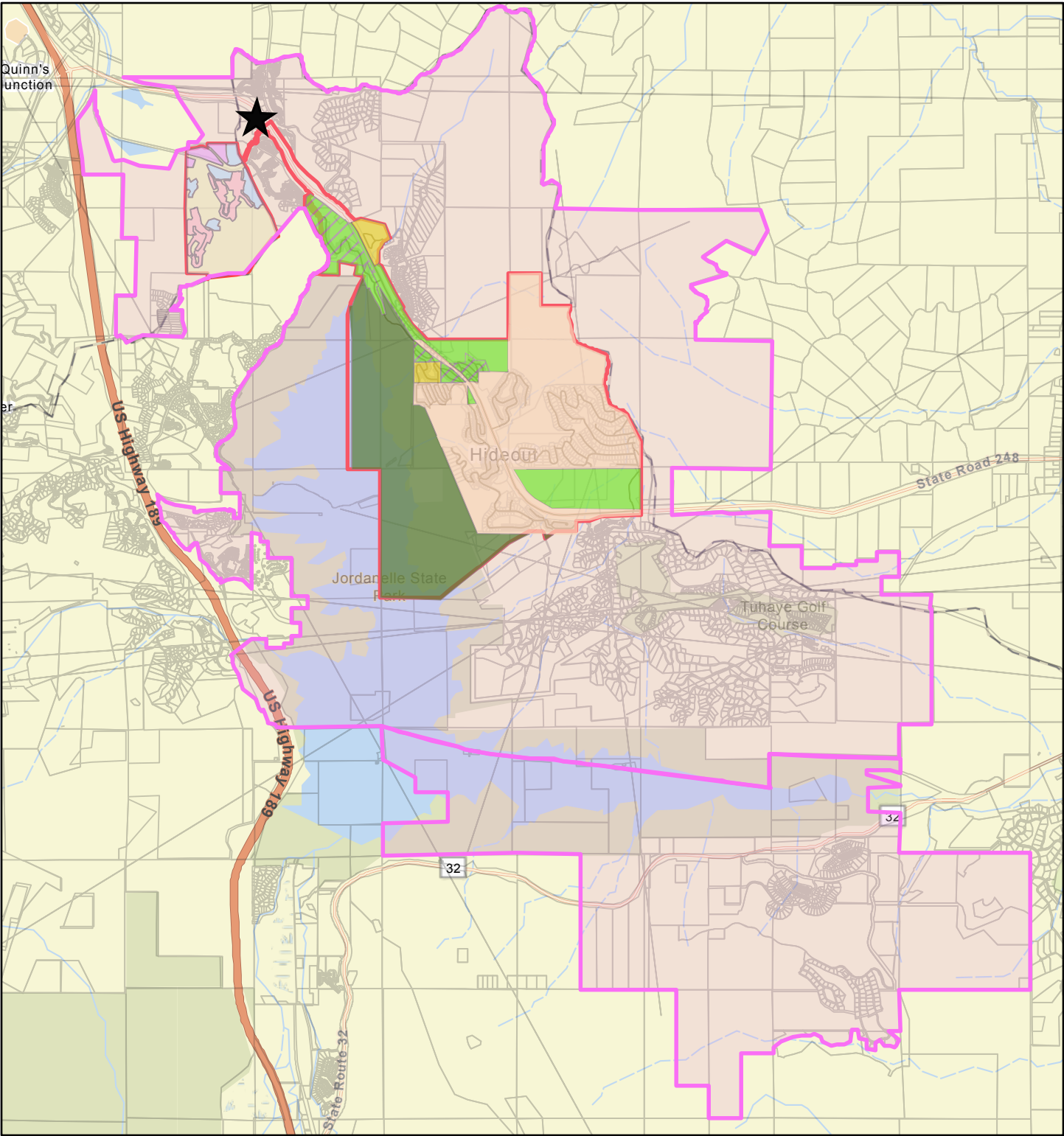
Item # 9.



Planning map for the Town Of Hideout

Town of Hideout Planning Map

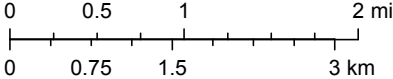
Item # 9.



7/3/2025

1:91,916

- | | |
|--|---|
| Annexation_Declaration_Area_(ADA)_Boundary | Community Recreation (CR) |
| ADA Expansion Area (Approved 2023) | Neighborhood Mixed Use (NMU) |
| Proposed Zoning | Residential 3 (R3) |
| Mountain (M) | Residential 6 (R6) |
| Open Space (OS) | Town of Hideout Boundary |
| Residential Medium Density (RMD) | Utah Summit County Parcels LIR - Parcels Summit LIR |
| Specialty Planned Area (RSPA) | Utah Wasatch County Parcels LIR - Parcels Wasatch LIR |
| | Roads |

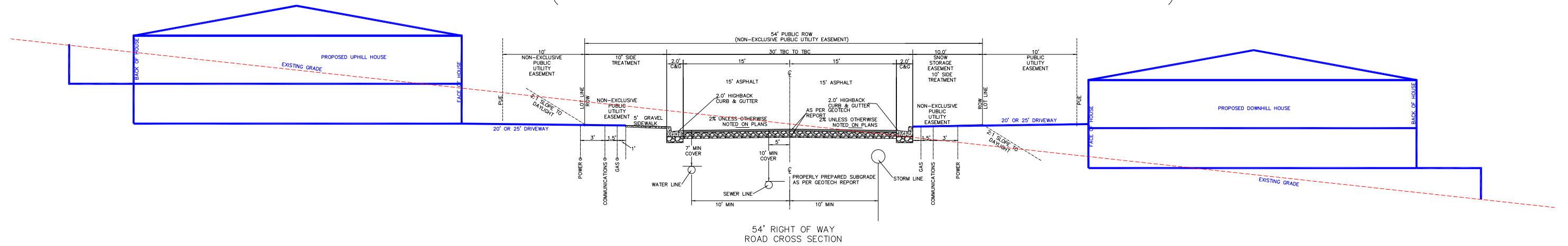


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

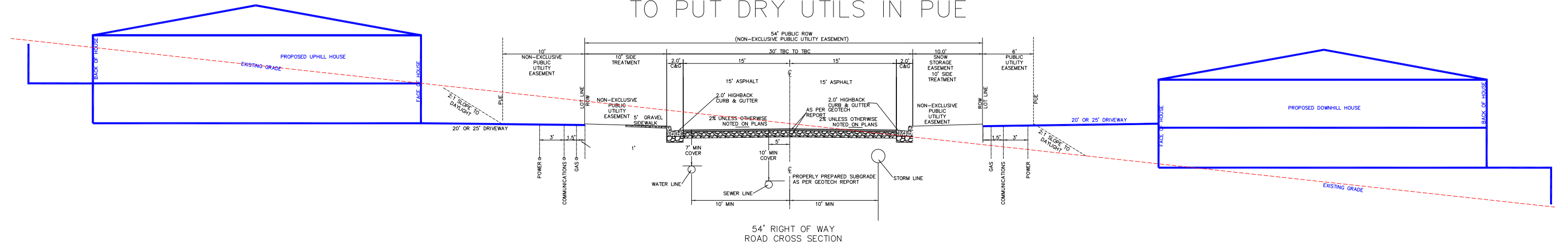
File Attachments for Item:

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

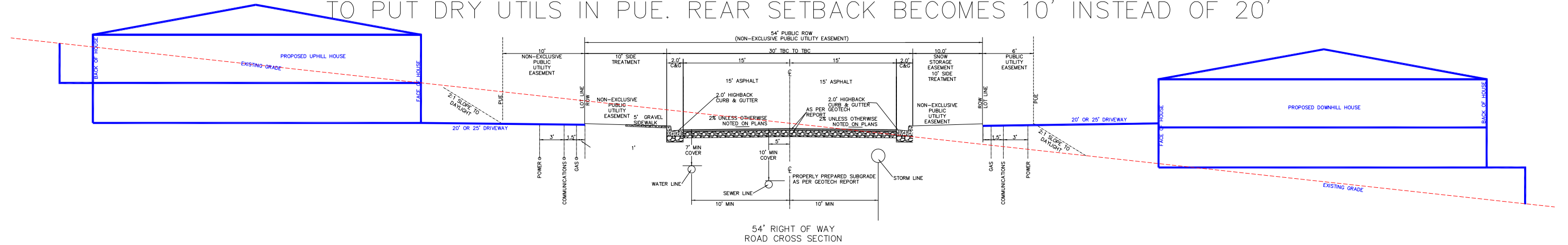
OPTION 1 (PROPOSED DRY UTILS BEHIND CURB AND WALK)

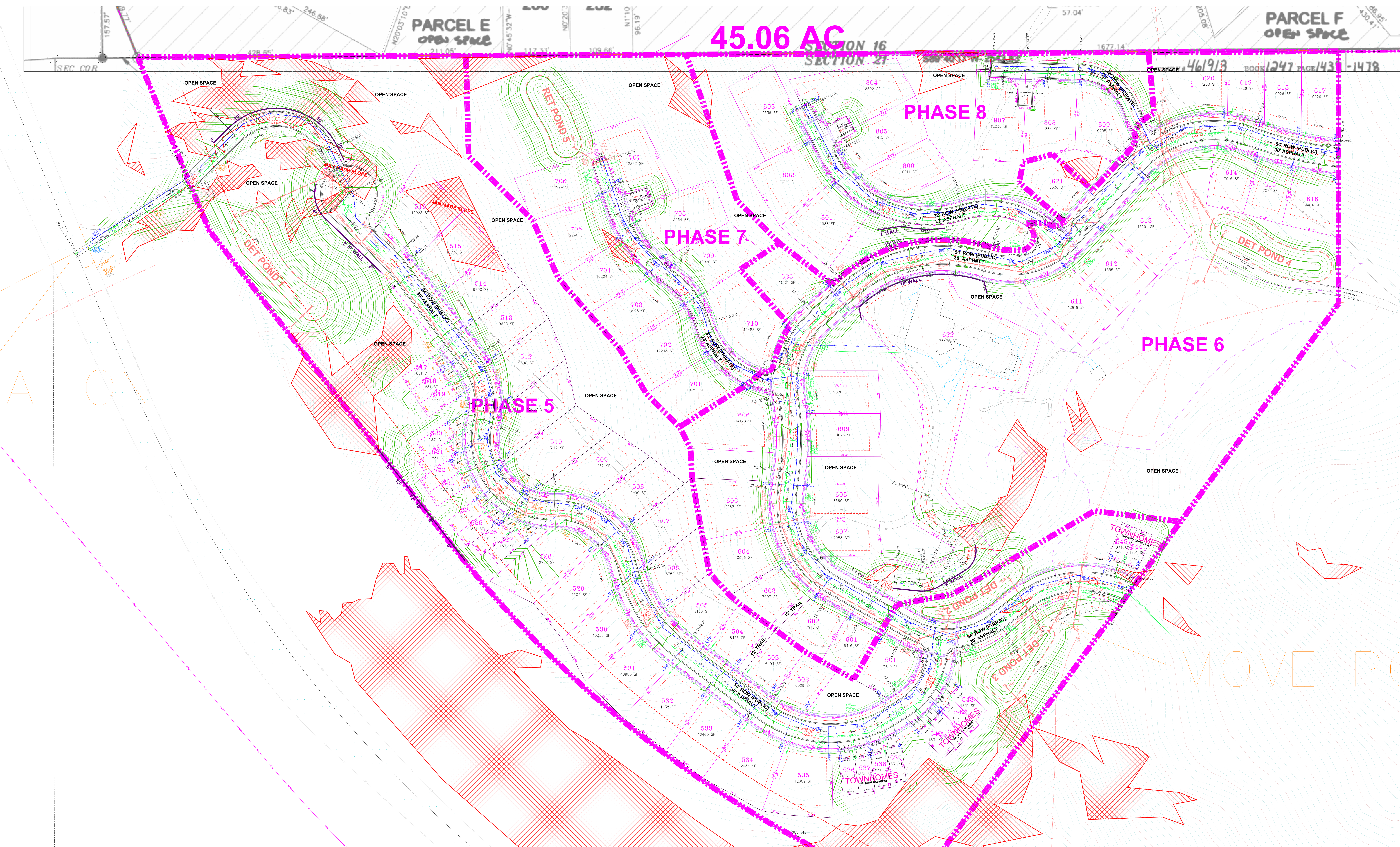


OPTION 2 ALL BUILDINGS, GRADING, DRY UTILS, ETC GET PUSHED OUT 10' (20' TOTAL) TO PUT DRY UTILS IN PUE



OPTION 3 ALL BUILDINGS, GRADING, DRY UTILS, ETC GET PUSHED OUT 10' (20' TOTAL) TO PUT DRY UTILS IN PUE. REAR SETBACK BECOMES 10' INSTEAD OF 20'





ATION

MOVE PC

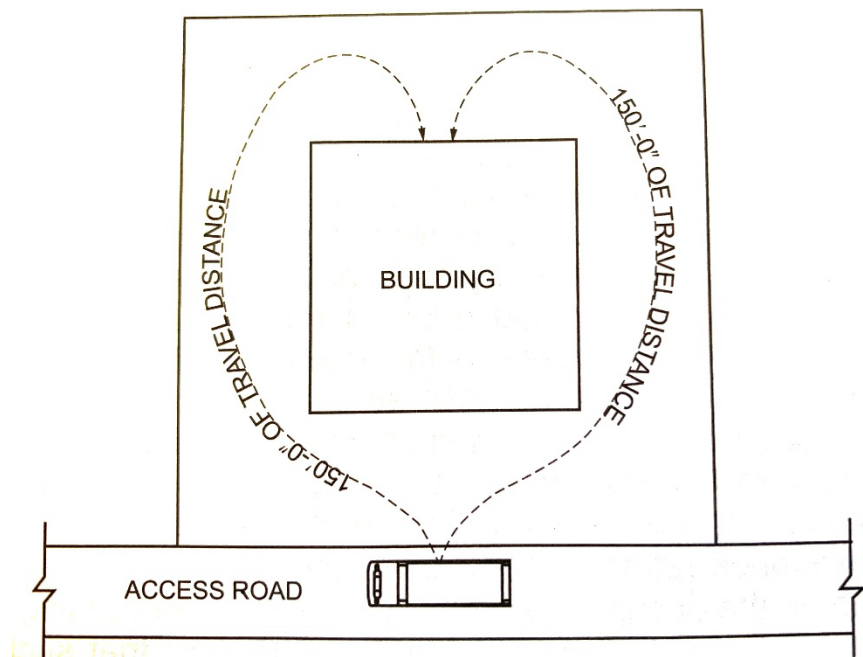


251 East 1200 South, Heber City, UT 84032
435-940-9636

Gordon,

Regarding the proposed Elk Horn Springs Development-

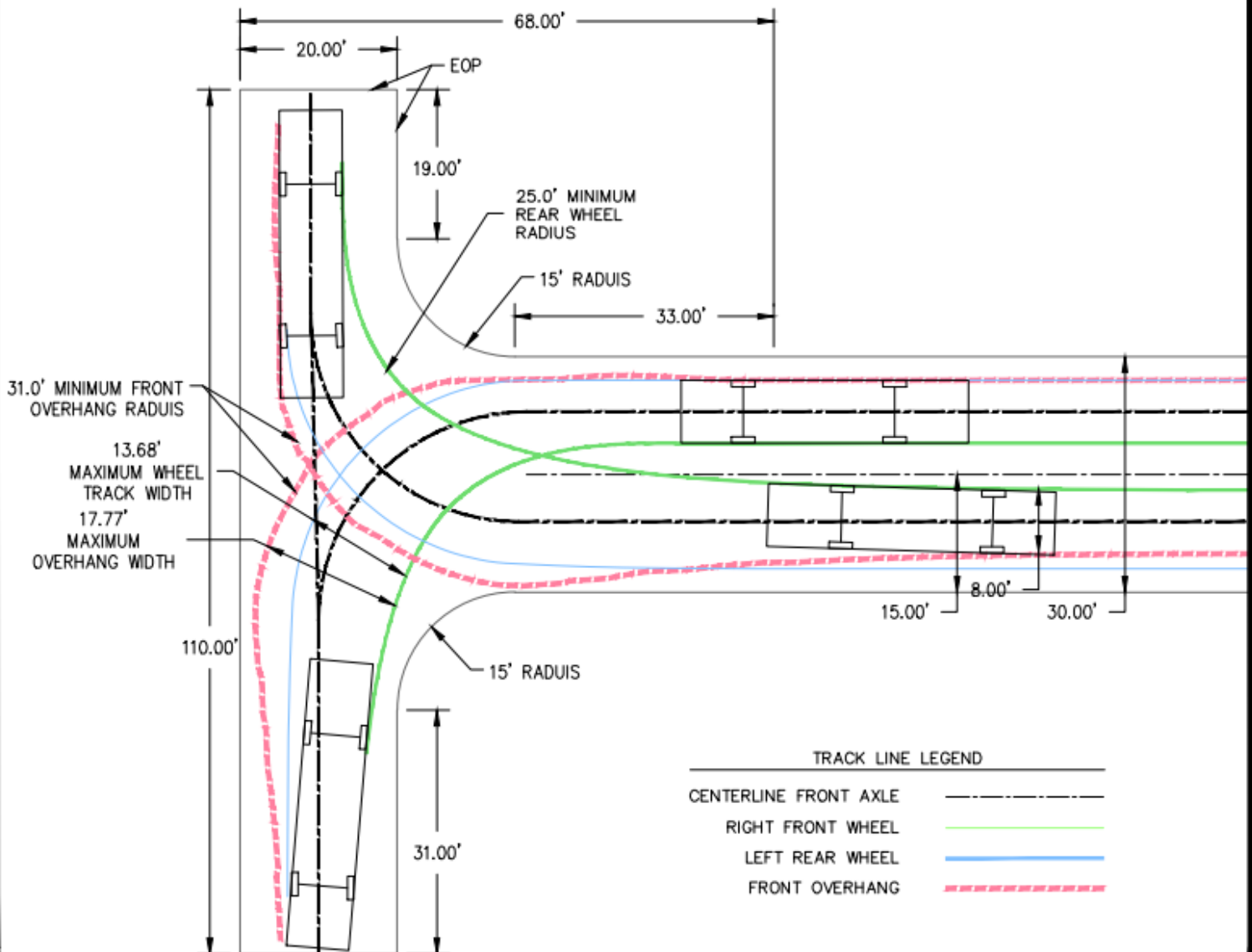
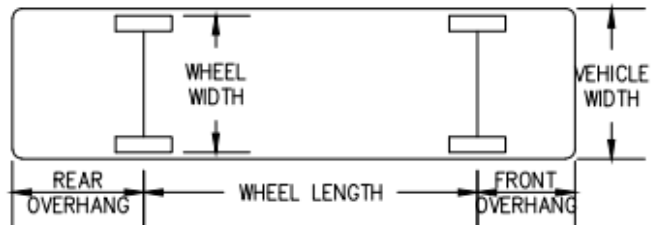
- Verification that the Hammerheads/Turn Arounds meet Wasatch Fire District Emergency Vehicle Access Specification for fire apparatus. See attachment and WasatchFire.org for design sheet.
- Turn arounds required at all dead ends more than 150 feet.
- Access needed to within all portions of the building within 150 feet, see attachment.
- Secondary access is needed with any commercial / multifamily and any single-family units over 30 (including existing lots of adjacent developments on dead end roads.
- Minimum asphalt widths to meet International Fire Code and Wasatch Fire Districts Single Family Dwelling Guidelines for homes (20-26 feet exclusive of shoulders)
- Driveways and Shared Driveways to meet Wasatch Fire Districts Single Family Dwelling Guidelines.
- Secondary Access cannot be gated. All gates must be approved by Wasatch Fire and equipped with approved operating equipment (SOS Silent / Knox Key Access)
- Hydrants to be located at intersections and at 500-foot intervals or as required by Fire Code for commercial/multifamily dependent on construction type/square feet.
- Verification needed that proposed water line will provide a minimum of 1,000 gpm for residential and commercial per construction type/square footage.



WCFD VEHICLE TURNING STUDY FIRETRUCK 2 LANE HAMMERHEAD



VEHICLE INFORMATION	
DESCRIPTION	L52
WHEEL WIDTH	8.0'
WHEEL LENGTH	19.3
VEHICLE WIDTH	8.0'
FRONT OVERHANG	7.9
REAR OVERHANG	9.4
TIRE DIAMETER	3.0'
REAR AXLE COUNT	1



Town of Hideout
Town Council Meeting

September 11, 2025

Re: Elk Horn Springs Rezone Application

RECOMMENDATION

Please find EXHIBIT-1, EXHIBIT 2, and EXHIBIT 3, which are conceptual drawings submitted for the subject application, which is the applicant's latest submittal. EXHIBIT 4 is an e-mail I received from UDOT stating their conditions of access to the highway for this project. My comments are as follows. Note that this is a conceptual-level review of limited information for the purpose of providing feedback to be used for further design. The Town reserves the right to further comment as more information becomes available.

This concept is NOT ready for action. Many issues remain unresolved, the resolution of which will affect the feasibility of the concept. I recommend that the Town Council carefully consider the following issues:

1. Show the drawings in title blocks labeled "CONCEPTUAL".
2. Label the numbers of homes, townhomes, and stacked flats as maximums depending on feasibility to comply with applicable standards, codes, and regulations.
3. Add a conspicuous note to the drawings that says, "This drawing shall not be used as a basis for obtaining exceptions to Town Standards. Exceptions to Town Standards shall be listed specifically in writing in the MDA."
4. The typical cross section for public streets shall follow Town Standard Plan ST-6.
 - a. Public utilities (gas, power, telecom) shall not be in Town ROW. PUE and Town ROW shall not overlap.
 - b. Curb returns shall be at least 28-foot radius.
 - c. Cut/fill slopes shall be max 3:1 up to 5' high and 2:1 max above 5' high.
5. The pavement design on private streets shall be the same as that for public streets.
6. Add a conspicuous note to the drawings that says, "This concept depends upon obtaining permits from UDOT to drain storm water into its ROW."
7. Show a north arrow and scale on the drawings.
8. Storm drain pipes shall be made of reinforced concrete or corrugated-exterior and smooth-interior, high-performance polypropylene (HP-Storm or approved equal).
9. The maximum distance between fire hydrants on dead end streets is 400 feet or less, depending on the required fire flow.
10. Dead-end streets greater than 500 feet in length must have 26 feet of pavement, not 20.
11. The minimum pavement width near fire hydrants is 26 feet.
12. A discharge easement, pursuant to the Town's Engineering Standards, shall be granted to the Town for all public storm water that drains onto private property. The HOA shall own and maintain storm water management facilities on private property.
13. The dead-end streets on the east side of Phase 4 shall be designated as private.
14. The water line through private property, from the dead-end private street at the northeast corner of Phase 4 to Road 1 (to Golden Eagle), shall be dedicated to home-owner-association open space and centered in a 20-foot-wide easement in favor of the Town.
15. A master net-water meter shall be installed at BOTH ends of the water line described in Item 14.
16. Water mains to private streets shall be master-metered.

17. The turnarounds on the private dead-end streets on the east side of Phase 4 do not seem to comply with the Fire Code. Get approval from WFD for them.
18. The island in the street loop on the east side of Phase 4 shall be privately-owned-and-maintained.
19. Caution: The flow velocities that will result in the pipes that discharge to Pond 3, Pond 5, and Unnamed Pond at the northwest side of Phase 5 exceed the liberal maximum of 20 feet per second stated in the Town Standards.
20. In Lot 410 and Lot 411 of Phase 4, buildings shall not be located within 50 feet of one foot above the 100-year water surface elevation of open channels.
21. The driveway and parking lot on Parcel A shall be designated as "PRIVATE".
22. The driveway and parking lot by the pickleball courts shall be designated as "PRIVATE".
23. The east access from the highway to the project shall be designated as "RIGHT-IN-RIGHTOUT".
24. The design of Road 1 (east entrance) and its intersection with the highway is subject to change depending on a traffic impact study (not required at this point) that considers the impact of this being the single point of access for this entire project AND potential through traffic from Golden Eagle.
25. The deceleration left-turn lane shown on the highway shall be deleted.
26. Grading near Pond 3 is shown on UDOT ROW. Show that you have permission to grade there.
27. Turnarounds must be provided at the ends of the dead-end streets from Phase 2A and Phase 3A, and those turnarounds must be included in those phases.
28. The west access from the highway to the project shall be designated as "NO PUBLIC ACCESS – EMERGENCY CRASH GATE ONLY".
29. The trail shown in Phase 5 must have a:
 - a. ROW width of at least 22 feet
 - b. maximum slope of 8.33 percent for a maximum of 30 percent of the length. (This trail has a 10-percent slope for its entire length.)
30. The maintenance access to Pond 4 is not feasible because it is cut off by Pond 1. Show how to access Pond 4 for maintenance.
31. The feasibility of Retention Pond 5 is questionable because of probable bedrock conditions.
32. Show how to access Retention Pond 5 for maintenance.
33. A turnaround is required toward the end of the street in Phase 5 because it will be gated at the highway.

Respectfully,
HANSEN, ALLEN & LUCE, INC.

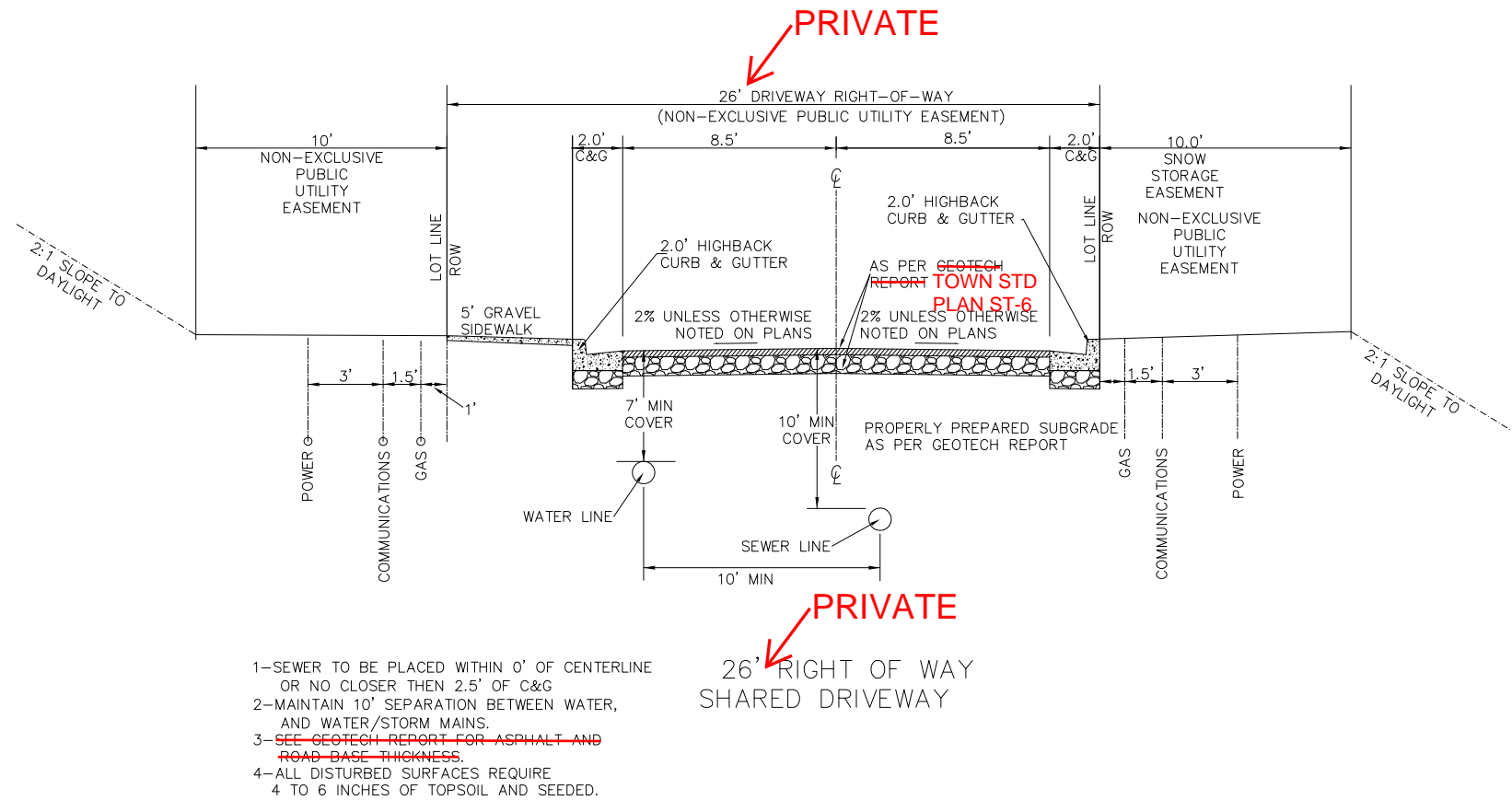
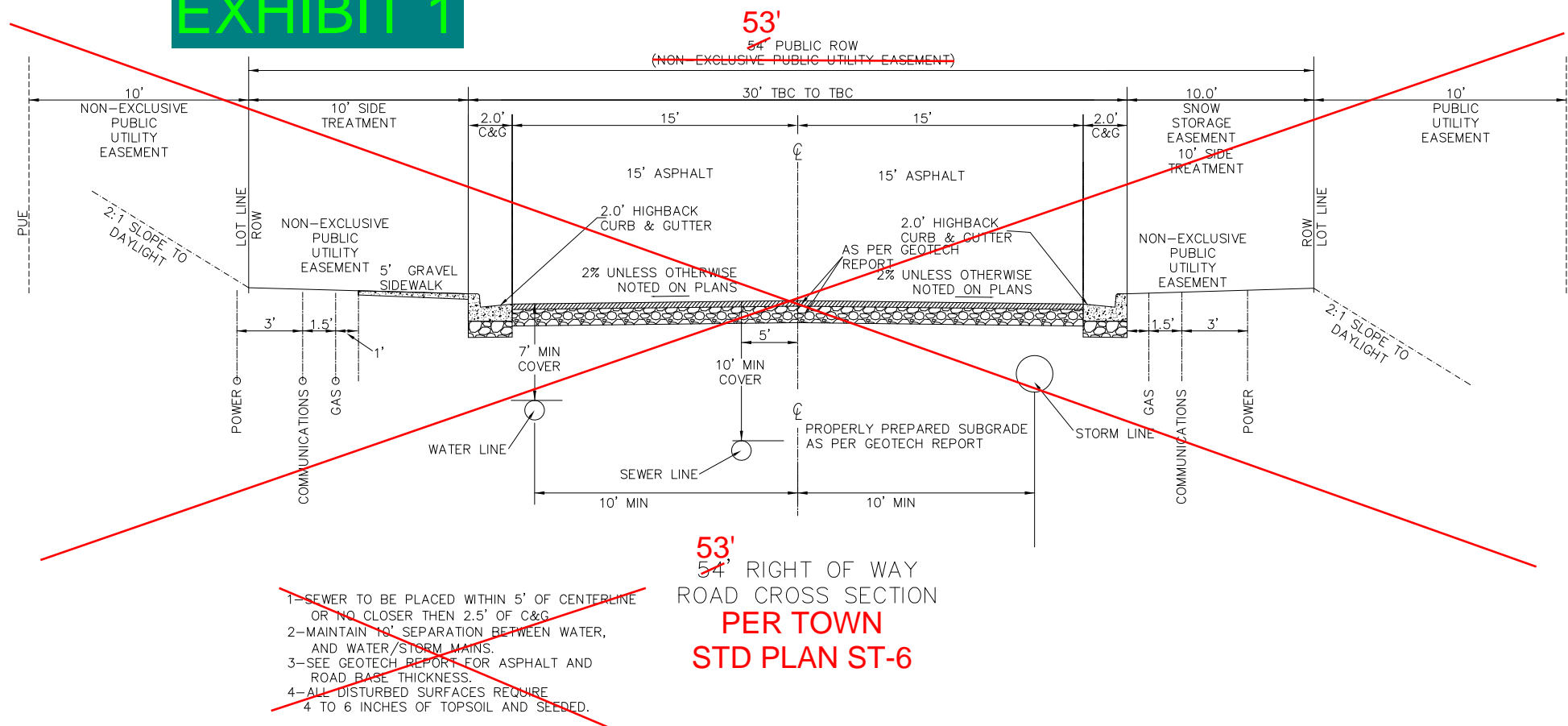


Gordon L. Miner, P.E.
Town Engineer

Exhibit 1 – Elk Horn Typical Street Cross Sections Engineering Comments
Exhibit 2 – Elk Horn Phases 1-4 with Engineering Comments
Exhibit 3 – Elk Horn Phases 5-8 with Engineering Comments
Exhibit 4 – E-mail from UDOT about accesses to the highway for the Elk Horn Springs Project

EXHIBIT 1

Item # 10.



- Show a title block.
- Show a north arrow and scale.
- Curb returns shall be at least 28-foot radius.
- Storm drain pipes shall be RCP or HP-Storm.
- Public utilities (gas, power, telecom) shall not be in Town ROW. PUE and Town ROW shall not overlap.
- Add a note saying "This concept depends upon obtaining permits from UDOT to drain into its ROW."
- Cut/fill slopes shall be max 3:1 up to 5' high and 2:1 max above 5' high.
- The maximum distance between fire hydrants on dead end streets is 400 feet, or less depending on the required fire flow.
- The minimum pavement width near fire hydrants is 26 feet.
- An easement, pursuant to the Town's Engineering Standards, shall be granted to the Town for all public storm water that drains onto private property.
- This drawing shall not be used as a basis for obtaining exceptions to Town Standards. Exceptions to Town Standards shall be listed specifically in writing in the MDA.

This is a conceptual-level review of limited information for the purpose of providing feedback to be used for further design. The Town reserves the right to further comment as more information becomes available.

75 SINGLE FAMILY 44 TOWNHOMES 24 STACKED FLATS 1 COMMERCIAL

Label these as maximums depending on feasibility to comply with applicable standards, codes, and regulations.

Public pipelines through private property shall be in dedicated home-owner-association or businessowner-association open space centered in a 20-foot-wide easement in favor of the Town.

This turnaround does not seem to comply with the Fire Code. Get approval from WFD.

Designate this street as private.

Master net-water meter.

This island shall be privately owned and maintained.

Master water meter.

Designate this street as private.

This turnaround does not seem to comply with the Fire Code. Get approval from WFD.

Designate as private.

Buildings shall not be located within 50 feet of one foot above the 100-year water surface elevation of open channels.

Caution. The velocity in these pipes exceeds the liberal maximum of 20 fps stated by MHFD.

Designate as private.

The design of this street and intersection with the highway is subject to change depending on a traffic impact study (not required at this point) that considers the impact of this being the single point of access for this entire project AND potential through traffic from Golden Eagle.

Designate as right-in-right-out.

Caution. The velocity in this pipe exceeds the liberal maximum of 20 fps stated by MHFD.

Get a grading and slope easement from UDOT for this grading on their property.

Designate as private.

This turnaround must be part of Phase 3A.

Provide a turnaround and make it part of Phase 2A.

Designate as private.

Designate as private.

No turn lane.

PARCEL "A"

69.56 AC

EXHIBIT 3

66 SINGLE FAMILY
21 TOWNHOMES

Label these as maximums depending on feasibility to comply with applicable standards, codes, and regulations.

This is a conceptual-level review of limited information for the purpose of providing feedback to be used for further design. The Town reserves the right to further comment as more information becomes available.

- The feasibility of this pond and the building lots dependent upon it is questionable due to probable bedrock conditions.
- Designate as private.
- Show how to access this pond for maintenance.

Provide a turnaround because this street will be crash-gated.

Master water meter.

- Designate as private.
- Show how to access this pond for maintenance.

Designate as not an access, emergency crash gate only.

Caution. The velocity in this pipe exceeds the liberal maximum of 20 fps stated by MHFD.

- Designate as private.
- Show how to access this pond for maintenance.

This access is not feasible because it is cut off by Pond #1.

Master water meter.

Designate as private.

Designate as private.

- 22'-wide min. trail corridor
- Max slope of 8.33% for 30% of the length. (This trail is 10% the whole way.)

- Show a title block.
- Show a north arrow and scale.
- Curb returns shall be at least 28-foot radius.
- Storm drain pipes shall be RCP or HP-Storm.
- Public utilities (gas, power, telecom) shall not be in Town ROW. PUE and Town ROW shall not overlap.
- Add a note saying "This concept depends upon obtaining permits from UDOT to drain into its ROW."
- Cut/fill slopes shall be max 3:1 up to 5' high and 2:1 max above 5' high.
- The maximum distance between fire hydrants on dead end streets is 400 feet, or less depending on the required fire flow.
- Dead-end streets greater than 500 feet in length must have 26 feet of pavement, not 20.
- The minimum pavement width near fire hydrants is 26 feet.
- An easement, pursuant to the Town's Engineering Standards, shall be granted to the Town for all public storm water that drains onto private property.
- This drawing shall not be used as a basis for obtaining exceptions to Town Standards. Exceptions to Town Standards shall be listed specifically in writing in the MDA.

Gordon Miner

From: Nazee Treweek <ntreweek@utah.gov>
Sent: Tuesday, August 26, 2025 2:25 PM
To: Gordon Miner
Cc: Daniel Herzog; Patrick Todd; paul.gatewayconsultingllc.com; Alicia Stinson; Kim Velasquez
Subject: Elk Horn Springs Project

Caution: External

Hi Gordon,

We just met with the Development Team for the Elk Horn Project up in Hideout on SR-248 and have an update regarding access points.

UDOT is comfortable with the eastern access being right-in, right-out. We will continue working with them on the design, and I anticipate we should be able to get an approval.

Regarding the western access, UDOT would prefer it to be installed as an emergency-gated access only for now. We will address the possibility of converting this to a right-in, right-out access at a later date. This conversion would require us to go through the L/A break process, which typically takes 6 months to a year to complete. If we decide to pursue this option, I will need to consult with our ROW team to assess its feasibility and consider its proximity to the proposed City Center signalized location.

Let me know if you have any questions or concerns.

Thanks,

Nazee

--

Nazee Treweek | Region Two Access Coordinator

UDOT | **UTAH DEPARTMENT OF TRANSPORTATION**

Email ntreweek@utah.gov

Website: [Region 2 Access Website](#) or click on the QR Code below



Keeping Utah Moving

File Attachments for Item:

11. Public Hearing: Discussion and possible approval of a Master Development Agreement (MDA) for the Elkhorn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals, and variations to requirements for slopes, cut and fill, retaining wall height, and road grade – *Presented by Thomas Eddington, Town Planner*

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

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

R E C I T A L S

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

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

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

D. The Property is located in the Mountain Zone (“**M**”) (residential) and the Developer is seeking a rezone of the property, (as illustrated in **Exhibit R**), to a combination of: Neighborhood Mixed Use (“**NMU**”); Residential Twenty (“**R-20**”); Residential Six (“**R-6**”); Residential Three (“**R-3**”); and/or Natural Preservation (“**NP**”).

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

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

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

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

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

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

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

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

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

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

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

1. Project Conditions:

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

1.2. Developer shall have the vested right to develop a maximum of ~~23029~~ residential dwelling units and lots (~~23029 residential~~ ERUs), on the Property in the mix and configuration demonstrated in **Exhibit B**, plus one (13,942 square foot) retail/commercial lot (~~2 ERUs~~) with a building thereon (the size of which retail/commercial building is at the Developer's ~~sole discretion~~~~recommendation with input from the Town Planner and Town Engineer~~, regardless of any depiction thereof in the Exhibits hereto and which retail/commercial building and shall be coordinated with the Town Planner in compliance with the HMC and the Design Guidelines), which retail/commercial lot location is demonstrated in **Exhibit B** (and identified as Lot 1001 in other Exhibits hereto), ~~plus one indoor pickleball court facility and lot (2 ERUs), which pickleball court facility lot location is demonstrated in Exhibit B,~~ and all of which residential, and retail/commercial ~~and pickleball court facility~~ lots are set forth immediately below in Subsection "~~K-1.2.1~~". The maximum density is based on the ability to comply with applicable standards, ordinances and regulations and is an entitled density allowance subject to applicable standards, ordinances and regulations. The Town's development standards, including those contained within the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards expected by the Town. Adherence to these standards may result in the loss of density. No additional density will be permitted in the Project, except to the extent granted under an amendment to this Agreement. All such development shall comply with the current HMC, unless expressly stated otherwise herein. Developer shall have the vested right to develop the following:

1.2.1. Maximum Density (residential): ~~23029 lots/units, (including existing house)~~
THE PLAN SHOWS 230 (eliminate Lot 301)

Single Family Units	141 lots, (including existing house)
Townhouse Units	65 units
Stacked Flats	24 units

Maximum Density (nonresidential) ~~2 lots/units~~

Retail/Commercial Lot/Space	1 lot (13,942 square foot lot), with a food truck pad or a building, (the size of which building is at Developer's sole discretion recommendation with input from the Town Planner and Town Engineer, but which building will have a minimum square footage of 5,000 square feet . Uses without a Conditional Use Permit are limited to food trucks , a restaurant, a café, a
-----------------------------	---

bar/pub, and small-scale retail sales. Any other proposed use must be presented to the Planning Commission as a Conditional Use Permit.)

Pickleball Court Facility (indoor) 1 lot, with a building (the size of which is approximately 100 feet by 70 feet)

Total Maximum Density 23~~24~~ lots/units

However, if the Developer does not develop the retail/commercial lot, (i.e., Lot 1001), within 5 years of the date of this Agreement, the Developer will convey Lot 1001 to the Town of Hideout.

~~The amount of acre-feet of culinary and irrigation water dedicated by the Applicant for the Project shall be 121.56 acre-feet of water. Depending on the final uses and proposed landscaping for independent lots, additional water dedication may be necessary.~~

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

Property Type	Maximum Unit Count (S.F./Units)	ERU Count
Retail/Commercial	1 lot (13,942 square feet lot), with food truck pad or a building, (the size of which building is at Developer's <u>sole</u> <u>discretion</u> <u>with input from the Town</u> <u>Planner and Town Engineer</u>)	<u>1 or 26</u> ERUs, <u>depending on</u> <u>size</u> (.75 ERU allows 2,000 SF of commercial space; <u>26</u> ERUs allows a commercial building up to <u>164,000</u> SF)
Pickleball Courts	+/-5000 SF	2 ERUs
Townhomes	<u>654</u>	<u>654</u> ERUs (units must be between 1, <u>5200</u> SF and up to 5,000 SF)
Single-Family Lots	141	141 ERUs (units must be between 1,500 SF and up to 5,000 SF)
Stacked Flats	24	24 ERUs (units must be between <u>1,5200</u> SF and up to 5,000 SF)

The density outlined above is a maximum density allowance, subject to applicable standards, ordinances and regulations. The Town's development standards, including those contained in the HMC, and the Engineering Standard Specifications and Drawing Manual must be met. These requirements address the health, safety, and welfare standards expected by the Town and adherence to these standards may result in the loss of density.

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

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

EXCEPTIONS, WAIVERS, VARIANCES

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

Commented [PM1]: We would like a chart of all exceptions to the code that is specific to all the exceptions and the location.

a. Retaining Walls –

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

1. No greater than 12-foot vertical retaining wall, as ~~shown as X~~ illustrated in **Exhibit E** and are more particularly identified and described in the chart in Exhibit S.
2. ~~No greater than 12-foot vertical retaining wall, as shown as X illustrated in Exhibit E~~
3. ~~2. 10 (LIST OF 7 that are no greater than 10 feet)~~ There are seven retaining walls 10 feet or less, as illustrated in **Exhibit E** and are more particularly identified and described in the chart in Exhibit S.

b. Sensitive Lands –

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

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

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

Commented [PM2]: List HMC requirement here and the specific number of exceptions, locations and amount of exception.

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

- e. R-20 zone dimensional standards. Minimum lot width 250'; the units are 28.17' wide. Minimum front setback from road edge 25'; there are a mix of 20' and 25' front setbacks to stagger lots. Minimum setback from highway (SR 248) 50'; there are setbacks from highway that go down to 17'. Minimum rear setback 50'; the rear setbacks are 20'. Minimum side setbacks 50'; there are 0' side lot lines for interior units and 20' between buildings. All townhomes in the Elkhorn Springs development shall be staggered, or offset, a minimum of 4'-0". These setbacks and dimensions are shown on **Exhibits I1 and I2** and are more particularly identified and described in the chart in Exhibit S. (For HMC comparison, see Section 12.14.06 of HMC.)
- f. R6 zone dimensional standards. Minimum front setback from road edge – 25 feet; there are a mix of 20 foot and 25-foot setbacks to stagger lots, as illustrated in **Exhibits B, I1, and I2** and are more particularly identified and described in the chart in Exhibit S. (For HMC comparison, see Section 12.14.06 of HMC Code.)
- g. While no variance is needed, ~~T~~there are lots on shared private driveways, as illustrated in **Exhibits B, N, I1 and I2** and are more particularly identified and described in the chart in Exhibit S. (For HMC comparison, see Section 10.8.12 of the HMC Code.)
- h. No backyard setbacks on Lots 425 and 426, (which lot backyards are adjacent to open space and/or wetlands) as shown on Exhibits I-1 and I-2. (For HMC comparison, see Section 10.08.28 and 10.08.30 of the HMC.) The Applicant shall ensure future homeowners fully understand and/or sign documentation to ensure there is no rear yard encroachment into these areas.
- i. Setbacks as to Utah Department of Transportation (“UDOT”) Right-of-Way – at certain locations along the UDOT right-of-way line (or perpetual easement line) along SR-248, there will be less than a 50-foot setback for certain residential homes/buildings/structures from the existing UDOT right-of-way line (or perpetual easement line) along SR-248, as illustrated in **Exhibit I2** and are more particularly identified and described in the chart in Exhibit S. (For HMC comparison, see Section 10.08.30 of the HMC Code.)
- j. Public trail requirements – there are parts of the trails that may require grading, and/or walls as shown on **Exhibits M and N**; (for HMC comparison, see Section 10.08.32 of the HMC Code.)
- k. Small scale retail may be a permitted use rather than a conditional use in the NMU district.
- ~~k.~~l. Walkways. Developer shall construct five (5) foot wide walkways, constructed of decomposed granite (DG) or similar as approved by the Town Planner, on one side (only) of the roads, as depicted in Exhibit H.

m. Short-Term Rentals (also known as Nightly Rentals). No short-term rentals are permitted within the Elkhorn Springs development. Notwithstanding anything to the contrary in this Development Agreement, the Zoning Ordinance, the Town of Hideout's Code, the Town's Vested Laws, and the Town's Future Laws, the Short-Term Rental land use type, (also known as Nightly Rentals), is, and will be, permitted in the NMU and the R-20 zoned portions of the Project on the Property, including in all phases of the Project on the Property, as applicable. Short-term rentals are required to follow all ordinances and regulations of the Town of Hideout pertaining to short-term (nightly) rentals, including Ordinance #2022-0-5, (and any other applicable governmental ordinances, regulations and/or laws as amended from time to time). All applicable residential dwelling unit owners will be required to use one of two short-term rental (nightly rental) management companies selected by Developer and agreed to by the Town. The following criteria must be met for any and all short-term rentals (nightly rentals):

- All requirements of Section 4.07 of the Hideout Municipal Code must be met.
- No accessory dwelling units ("ADUs") may be used for a nightly rental.
- All nightly rentals must be for a minimum period of two consecutive days; and this must be included on all advertising materials.
- No more than six (6) unrelated persons may stay overnight in a single residential dwelling unit at any one time; and this must be included on all advertising materials.
- No more than two (2) automobiles are allowed to park on the property pertaining to the residential dwelling unit at any time; and this must be included on all advertising materials.
- All nightly rental contracts must include a copy of Hideout's trash, parking and noise ordinances and a "Good Neighbor Brochure" that summarizes these requirements and what is expected of the renter; and these documents must be clearly posted in the rental unit at all times.
- The owner of the nightly rental residential dwelling unit agrees to allow the Wasatch County Health Department or designee and the Wasatch Fire Department's designee to conduct an annual walk-through inspection of each rental residential dwelling unit to ensure compliance with all Town health, safety and welfare requirements; and this review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated code violation complaints (by

police, fire, or similar emergency management service) relative to a particular residential dwelling unit within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

1. _____

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

1.3.1.4 Water: The amount of acre-feet of culinary and irrigation water dedicated by the Applicant for the Project shall be 121.56 acre-feet of water. Depending on the final uses and proposed landscaping for independent lots, additional water dedication may be necessary.

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

~~1.4~~

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

1.6.1.7 Public Trails. As the phases of the project are completed, Developer shall construct a public trail system throughout the Project in substantial conformance with the trails depicted in each phase of the ~~ConceptProposed~~ Plan (and/or other Exhibits hereto) and which meet trail specifications in the Town Code, unless otherwise set forth herein. Developer shall ensure that the maintenance (to Hideout standards) of all such trails shall remain the sole and exclusive responsibility of one or more homeowners' associations to which the maintenance responsibility will be allocated under duly recorded CC&Rs for the first three (3) years after a particular trail is constructed; thereafter, Hideout shall have the sole and exclusive responsibility to maintain all such trails. Easements for public use of the trails shall be provided at time of subdivision approval for the phase of the development being approved.

1.7.1.8 Subdivision Requirements. Submittals, as listed in Section 1.6 of the Town Engineering Standard Specifications and a landscape plan shall be provided by the developer, reviewed by the Town, and all requirements pursuant to the Town Code shall be met. The construction mitigation plan shall identify any areas to be used as construction staging areas all of which must be approved by the Town Planner and Town Engineer. No construction staging area shall be located on land designated as Non-Disturbed Land as illustrated in **Exhibit K**, which exhibit is indicative of all undisturbed land. In approved staging areas, the developer shall not

cause disruption to the natural vegetated state of the land in such construction staging areas and shall restore any disturbed land once use of the construction staging area is complete. Attached hereto as **Exhibit G** is an illustration of the “cut and fill” over 5 feet. The Developer shall keep all “cut and fill” on site and outside of the land dedicated as Non-Disturbed Land in **Exhibit K**. If excess soil results due to ongoing site work as determined by the Town Planner and Town Engineer, they shall make the final determination whether soil shall be removed from the development site entirely to mitigate the negative impacts associated with too much stockpiling and grade change.

1-81.9 Preservation of Native Vegetation and Slopes. Subject to (and consistent with) **Exhibit K**, Developer ensures that certain portions of the Project as defined on the Non-Disturbed Map shall remain undisturbed, meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed within those defined areas or within lot lines as delineated. For individual structures, the Developer and/or each homeowner will ensure the Limits of Disturbance (“**LOD**”) shall not extend beyond the setback lines for each lot. The Developer shall ensure that the LOD for rights-of-way shall not extend greater than 15’-0” beyond the edge of pavement.

1-91.10 Limits of Disturbance. The limitations of disturbance of land shall be defined by the area defined on the Non-Disturbed Map (or “Native to Remain” as designated) that is depicted in **Exhibit K**. The developer will ensure that no disturbance to natural vegetation shall extend beyond any LOD.

1-101.11 Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

1-10-1.11.1 Timeline and Phasing Plan.

1-10-1.1.1.1.1.1.1 The timeline for the completion of this project is set forth in Section 3.1.1.

1-10-1.1.2.1.1.1.1.2 Attached hereto as **Exhibit L** is the Phasing Plan and Table Summary.

1-10-21.11.2 Parks. The Project will also contain a dog park, a frisbee golf park, a plaza (~~Exhibit P-1, Exhibit P-2, Exhibit P-3, Exhibit P-4 and Exhibit P-5~~ **Exhibit** ~~_____~~) gather park, and a pocket park (near the Salzman pond) (collectively, the “Parks”) as illustrated in the ~~Concept~~**Proposed** Plan (and/or other Exhibits hereto). Developer shall construct the Parks in the locations generally shown on the ~~Concept~~**Proposed** Plan but final locations (within the general locations) and design will be determined by the Town Planner and Town Engineer, with DRC input where necessary. The Parks will be open to, and for the use of, the public. The dog and frisbee golf parks are currently planned to be located as depicted in **Exhibit B**, but may be relocated to another area (that does not affect the location of the lots depicted in the ~~Concept~~**Proposed** Plan and other Exhibits hereto) dependent upon input from UDOT, in conjunction with the Town Planner and Town Engineer, to adequately address the wildlife corridors required on the property. At the time of the recordation of a plat, Developer shall dedicate such platted land for the

dog park and the frisbee golf park to the HOA, subject to the right of entry and use by the public. At the time of the recordation of a plat, Developer shall dedicate such platted land for the gathering park and the pocket park to the HOA, subject to the right of entry and use by the public. The HOA shall bear all costs and expenses associated with maintaining the Parks, consistent with the maintenance standard applicable under Town's Vested Code (as amended from time to time), but in any event in a commercially reasonable manner. The HOA will also maintain insurance for the Parks in the manner applicable under Utah law.

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

1.10.41.11.4 Developer's Mitigation-of-Impacts Contribution.

1.10.4.11.11.4.1

Cash Payments to the Town of Hideout.

Commented [PM3]: Please put together a chart of the amount and the trigger.

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

8182, 00-0020-8184, and 00-0020-8185 (the “Elkhorn Springs” Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP).

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

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

(d) For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall— make a cash payment to the Town of Hideout totaling _____ Dollars (\$) (the “Spine Trial Design/Survey Payment”) within 120 days after both (1) this Agreement and the Rezoning Amendment have been fully Approved, signed and recorded (in the Wasatch County Recorder’s Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder’s Office), with all public rights-of-way shown thereon properly and finally

dedicated to, and accepted by, the Town of Hideout. The purpose of this Spine Trial Design/Survey Payment is: (a) for the design and survey of a 10 foot wide, asphalt trail from the intersection of [Park City Heights and Highway 40], Summit County, Utah, to the intersection of [Main Street and Highway 36], Kamas, Utah; or (b) such other lawful purpose the Town Council may decide.

(c) If the Developer does not develop the retail/commercial lot, (i.e., Lot 1001), within 5 years of the date of this Agreement, the Developer shall convey Lot 1001 to the Town of Hideout.

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

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

~~1-10.4.21.11.4.2~~ **Public Indoor Pickleball Facility.** For the further purpose of mitigating any impacts of the Project on Hideout, after the recordation of the plat, (i.e., the plat for Phase 2a) containing the Facility (defined below), Developer shall construct and (when completed) dedicate and convey to Hideout a public indoor pickleball court (minimum of two courts) facility (the "**Facility**"). Developer shall construct the Facility on the lot of real property, (i.e. lot 1000), shown on **Exhibit 11**, and in the size, (i.e., 100 feet by 70 feet) shown on **Exhibit N**, per the input of the Town Planner and Town Engineer, and dedicate and convey the Facility, (including the lot upon which the Facility is constructed), to the Town upon completion of the construction of the Facility. The Facilities will be open to, and for the use of, the public as determined by the Town.

~~1-10.4.31.11.4.3~~ **Monument Sign.** For the further purpose of mitigating any impacts of the Project on Hideout, Developer shall construct a monument sign along Highway SR 248, as depicted in **Exhibit Q**. Developer will apply to the Utah Department of Transportation ("UDOT") for a building permit for the monument sign within the earlier of (1) three (3) years after the Developers First \$1,500,000 Cash Payment is made by Developer to Hideout or (2) 90 days after the final subdivision plat for Phase 2a (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout. Developer will begin construction of the monument sign on a site approved by the Town and UDOT within 90

days of receiving such UDOT building permit.

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

~~**1.10.4.5 Developer's Right to Terminate Development Agreement.** Developer, in Developer's sole and absolute discretion, may cancel or terminate this Agreement no later than within 90 days after both (1) this Agreement and the Rezoning Amendment have been fully Approved, signed and recorded (in the Wasatch County Recorder's Office) and (2) the final subdivision plat for Phase 1 (of the Property and Project) has been fully Approved, signed and recorded (in the Wasatch County Recorder's Office), with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, Hideout, by giving Hideout written notice prior to the expiration of such 90-day period that Developer desires to terminate this Agreement. If Developer gives such notice in a timely manner, Developer shall not be obligated to make any cash payments under this Agreement; this Agreement shall terminate; any monies deposited (or posted for bonds or otherwise) shall be returned to Developer; and neither Party shall have any further obligation to the other Party, except those obligations which expressly survive the termination of this Agreement. If Developer fails to give Hideout such notice in a timely manner, Developer shall be deemed to have waived such termination right.~~

Commented [PM4]: This is new. Please explain.

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

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

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

1.14 Design Review Committee (DRC). Made up of a Planning Commissioner, a

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

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

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

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

1.18 Mediation of Development Application Denials.

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

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

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

1.19 Compliance with Other Laws. Developer shall be responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils

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

2 Approval and Reserved Legislative Powers.

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

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

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

2.4 Land to be Dedicated to Town. The public roads to be dedicated to the Town are depicted in **Exhibit H**. The lot, (i.e. lot 1000), for the public indoor pickleball court facility to be dedicated to the Town is depicted in **Exhibit I1**.

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

specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

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

2.7 Application Under Town's Future Laws. Without waiving any density rights and the other rights granted by this Agreement, (including but not limited to exceptions, waivers and variances), when the Developer submits a Development Application for some or all of the Project, such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application including but not limited to the following:

2.7.1 Monotony Clause in the Town Code must be followed;

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

3 General Terms and Conditions.

3.1 Term of Agreement.

3.1.1 Unless earlier terminated as provided for herein, the term of this Agreement shall expire on December 31, 2040. If Developer has not been declared to be currently in Default as of December 31, 2040 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2042.

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

3.1.3 Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this

Agreement and continue in perpetuity.

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

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

3.4 Provision of Water, Sewer, Storm Drain and other Municipal Services Except as otherwise provided in this Development Agreement, the Town of Hideout shall provide all Town services to the Project that it provides from time-to-time to other residents and properties within the Town including but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the Town or applicable service district.

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

3.6 Public Infrastructure. Developer, at Developer's cost and expense, shall have the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Public roadways, including utilities, and responsibility for, and maintenance of the same (including snow removal/road repair, etc.) shall be the responsibility of Hideout. Shared private driveways, including utilities, and responsibility for, and maintenance of the same (including snow removal, road repair, etc.) shall be the responsibility of the private landowners and/or HOA. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase.

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

- a. Notice. Developer shall give Notice to Hideout of any proposed assignment and provide such information regarding the proposed assignee that Hideout may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Hideout with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. Hideout may withhold its consent if Hideout is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

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

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

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

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

B.

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

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

3.14 Default.

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

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

3.14.2.1 Specific Claim. Specify the claimed event of Default;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.21 Indemnification.

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

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

To Developer:

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

To the Town:

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

4. Phasing: Access.

4.1 Project Phasing. The Project shall be constructed in phases in accordance with the Phasing Plan and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. Regardless of the Phasing Plan, no phase shall be built that depends upon infrastructure from a future phase. Every phase must stand alone or depend on phases that are already built. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town staff modifications or elaborations will come before the Town Council for approval.

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

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

TOWN OF HIDEOUT

By: _____
Ralph Severini, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

Polly McLean, Town Attorney

DEVELOPER:

Holmes Elkhorn, LLC.

a Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 : ss
COUNTY OF _____)

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

Notary Public

List of Exhibits.

Exhibit A: Legal Descriptions (*and graphic illustration of development area*)

Exhibit B: ~~Concept~~ Proposed Plan

Exhibit C: Hideout Town Council Approval Resolution

Exhibit D: Finding of Fact, Conclusions, and Conditions of Approval (to include the Conditions of Approval from the ~~Concept~~Proposed Plan Approval – Planning and Engineering)

Exhibit E: Retaining Walls

Exhibit F: Slopes

Exhibit G: Cut and Fill Map View

Exhibit H: Roads

Exhibits I-1, I-2: Setbacks

Exhibit J: Design and Architectural Guidelines

Exhibit K: ~~Concept~~Proposed Plan w/ Areas to Remain Undisturbed

Exhibit L: Phasing Plan and Table Summary

Exhibit M: Trails within 16 acres

Exhibit N: Trails in Project (other than in 16 acres)

Exhibit O: UDOT Agreement

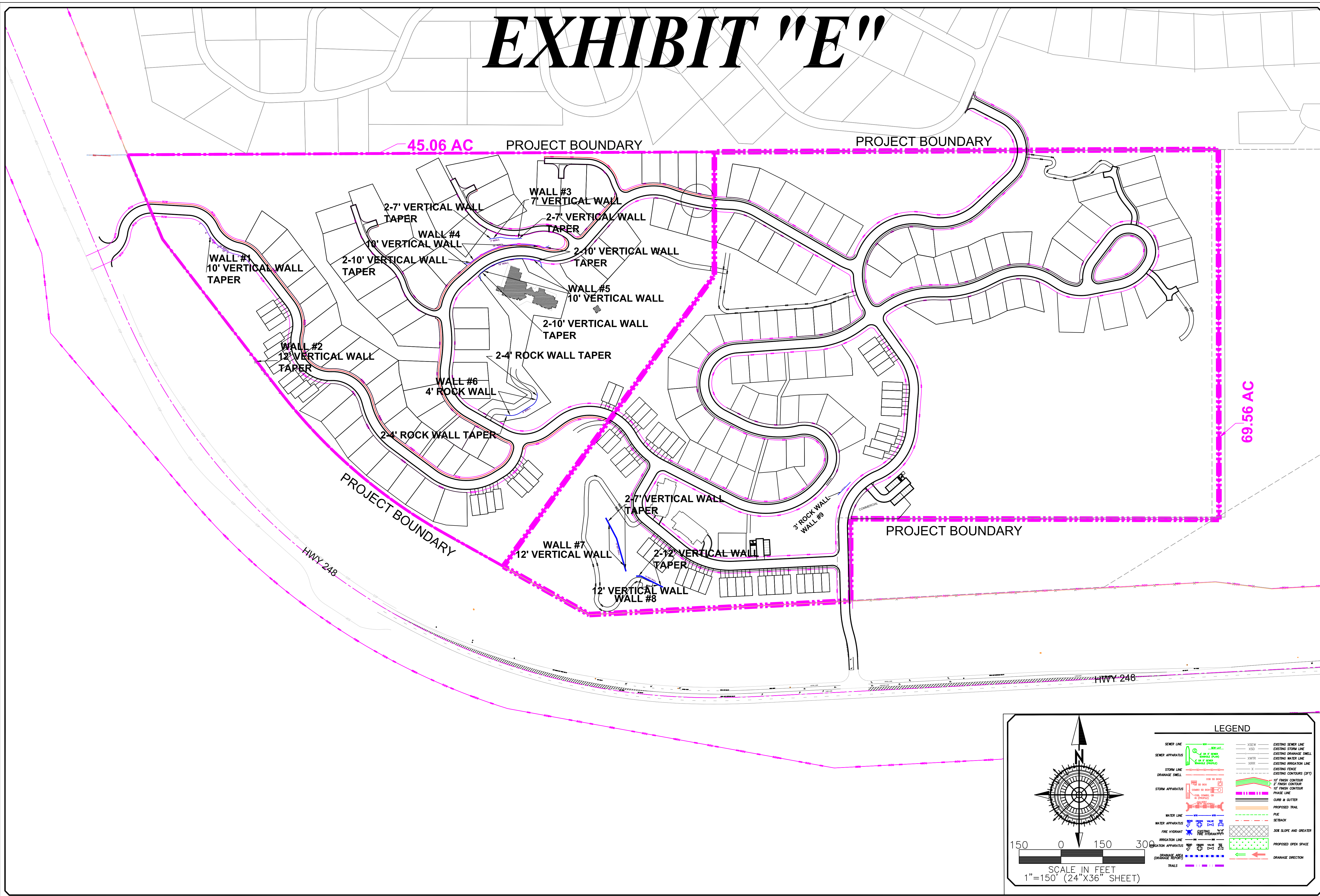
Exhibit P-1, P-2, P-3, P-4, P-5: Landscaping Plans

Exhibit Q: Monument Sign

Exhibit R: Overall Zoning Map

Exhibit S: Chart as to Exceptions, Waivers and Variances

EXHIBIT "E"



5-13-24

SURVEY BY:

DRAWN BY:

DESIGNED BY:

CHECKED BY:

SCALE:

5-13-24

GPW

GPW

GPW

GPW

1"=150'

GATEWAY CONSULTING, Inc.

P.O. BOX 951005 SOUTH JORDAN, UT 84095

PH: (801) 694-5848

paull@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING

CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS

PRELIMINARY

PHASE 1-8 RETAINING WALLS VIEW

EXHIBIT "E"

8-17-2025

PLOT DATE

HIDEOUT

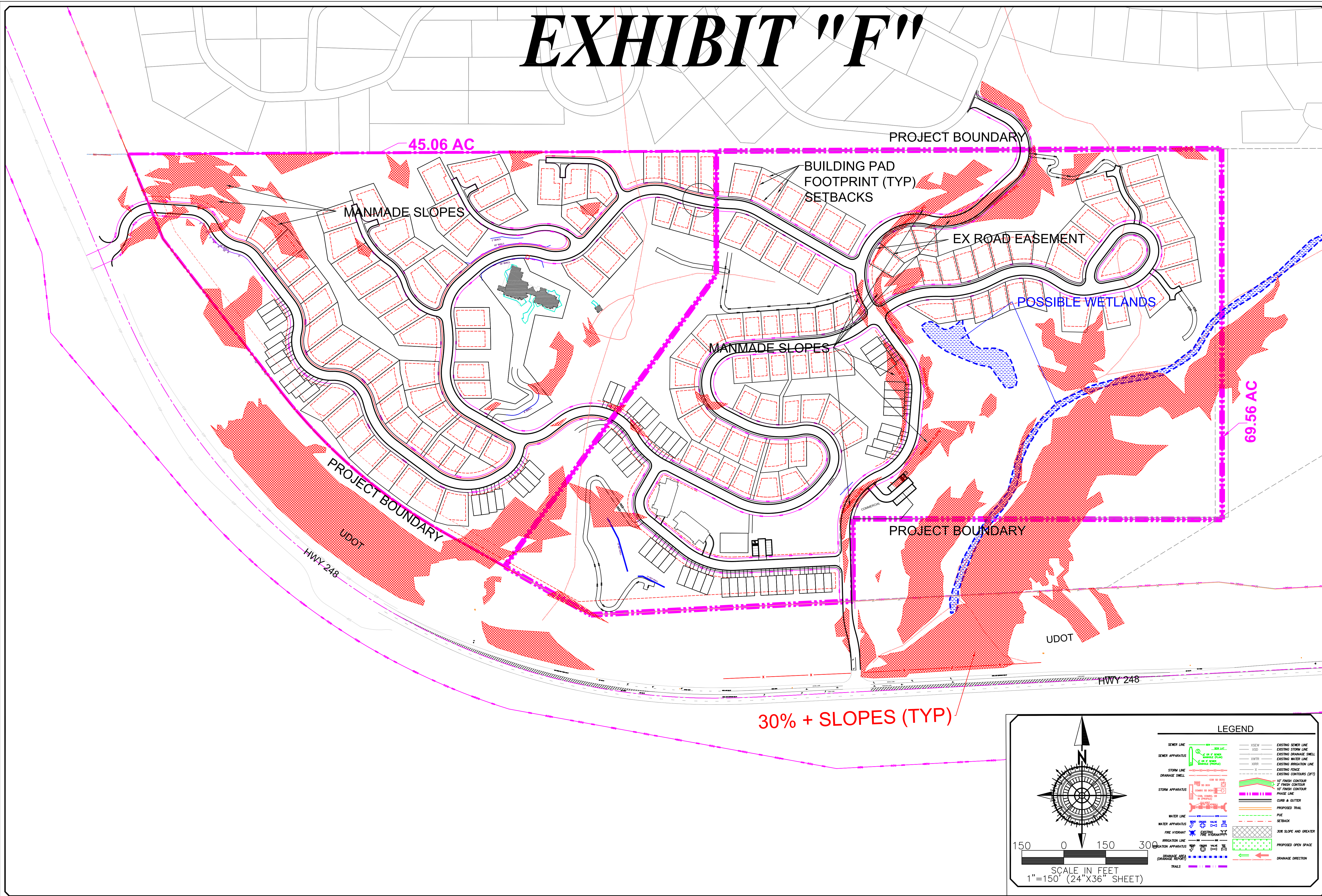
TOWN

SHEET NO.

EXHIBIT-E

Page 132

EXHIBIT "F"



GATEWAY CONSULTING, Inc. P.O. BOX 951005 SOUTH JORDAN, UT 84095 PH: (801) 694-5848 paul@gatewayconsultingllc.com		ORIG. DATE: 5-13-24 SURVEY BY: GFW DRAWN BY: GFW DESIGNED BY: GFW CHECKED BY: GFW SCALE: 1"=150'	NO. DESCRIPTION DATE APPD.
ELK HORN SPRINGS PRELIMINARY PHASE 1-8 SLOPES MAP VIEW 8-17-2025 PLOT DATE		HIDEOUT TOWN	
EXHIBIT-F SHEET NO.			

EXHIBIT "G"

PROJECT BOUNDARY

PROJECT BOUNDARY

PROJECT BOUNDARY

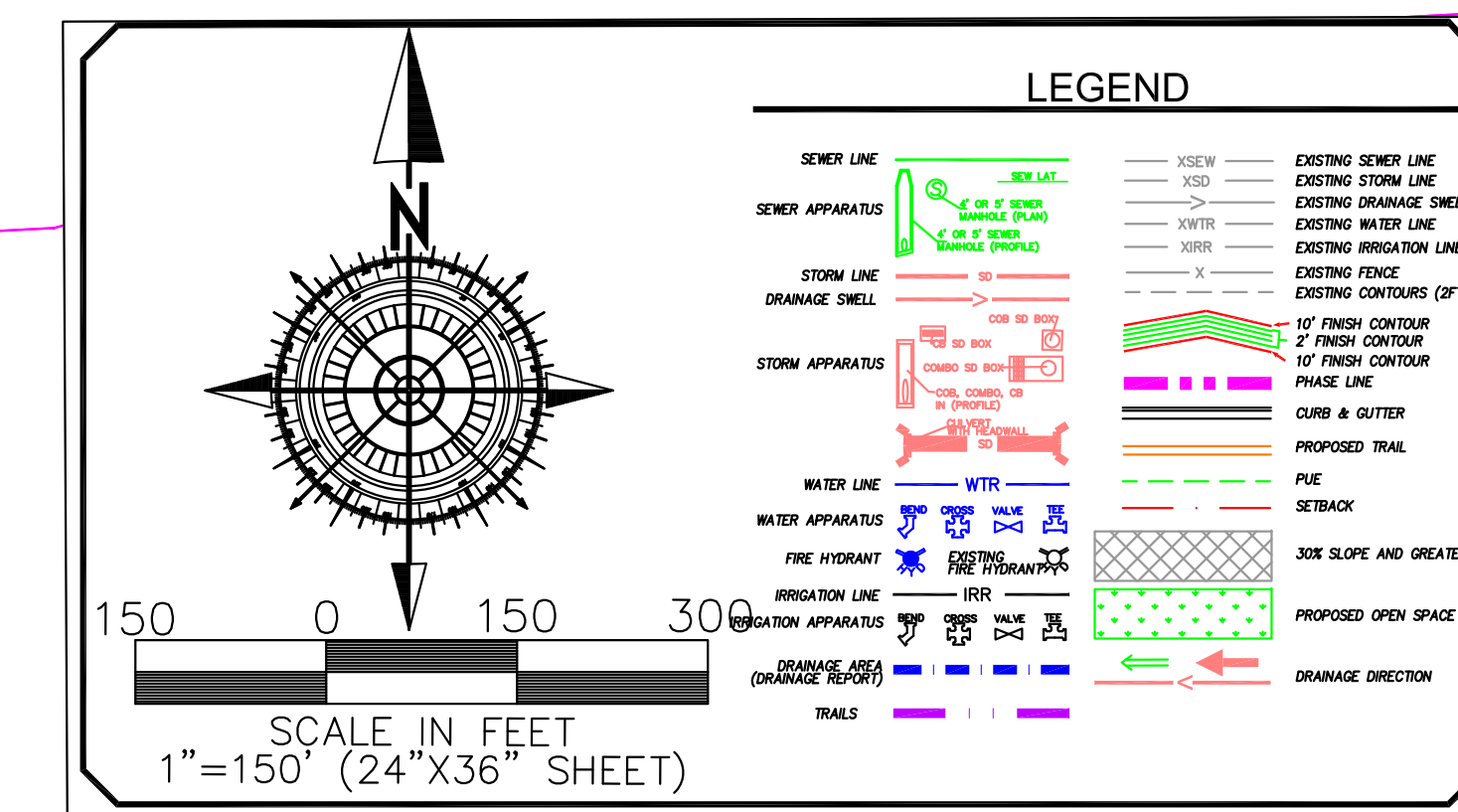
PROJECT BOUNDARY

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

UDOT
HWY-248

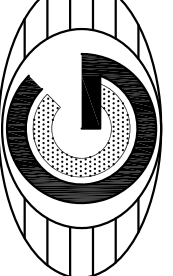
UDOT

HWY-248



NO.	DESCRIPTION	DATE	APPD.

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



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

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ELK HORN SPRINGS
PRELIMINARY
PHASE 1-8 CUT FILL MAP VIEW
8-17-2025
PLOT DATE

HIDEOUT
TOWN

EXHIBIT-G
SHEET NO.

EXHIBIT "H"

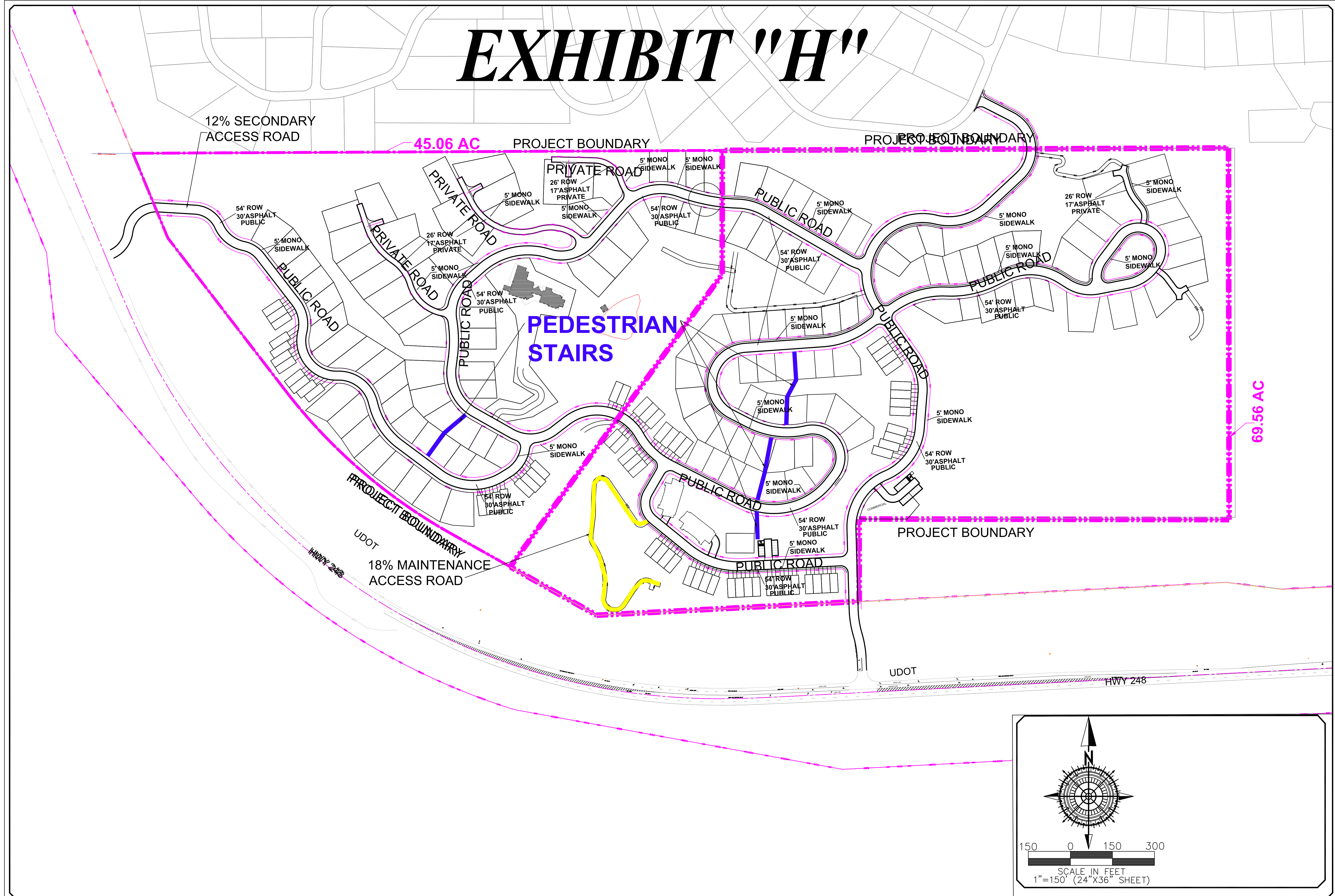
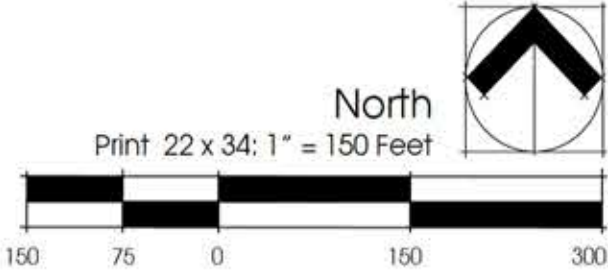
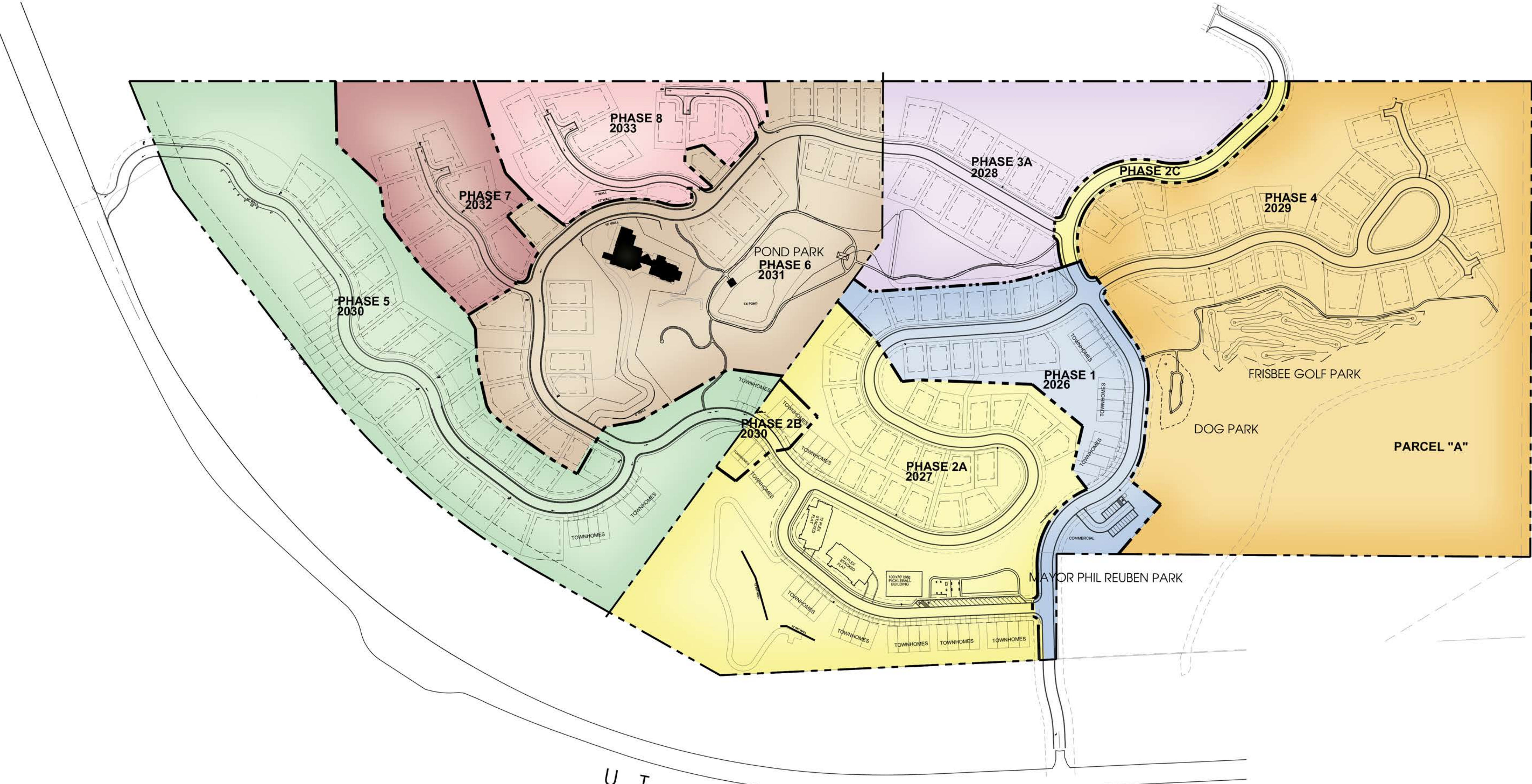


EXHIBIT L



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

PHASING PLAN

ELKHORN

Hideout, Utah

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



R. MICHAEL KELLY CONSULTANTS

Land Planning | Landscape Architecture

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

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

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

8/12/2025
ELK HORN VARIANCES

SETBACK VARIANCES				
FRONT SETBACK (POWER, PHONE, GAS SERVICE CURB)				
FRONT YARD SETBACK VARIANCES				
LOT #	TYPE	required FRONT setback (FT)	required REAR setback (FT)	UDOT lot setback variance
		proposed FRONT setback	proposed REAR SETBACK (FT)	4' front lot stagger variance variance in feet
	101 Townhouse	20		YES
	102 Townhouse	20		YES
	103 Townhouse	20		
	104 Townhouse	20		
	105 Townhouse	20		YES
	106 Townhouse	20		YES
	107 Townhouse	20		YES
	108 Townhouse	20		
	109 Townhouse	20		YES
	110 Townhouse	20		YES
	111 Townhouse	20		
	112 Townhouse	20		
	113 Residential	20		
	114 Residential	20		
	115 Residential	20		
	116 Residential	20		
	117 Residential	20		
	118 Residential	20		
	119 Residential	20		
	120 Residential	20		
	121 Residential	20		
	122 Residential	20		
	123 Residential	20		
	124 Residential	20		
	125 Residential	20		
	126 Residential	20		
	201 Townhouse	20		
	202 Townhouse	20		YES
	203 Townhouse	20		YES
	204 Townhouse	20		
	205 Townhouse	20		
	206 Townhouse	20		YES
	207 Townhouse	20		YES
	208 Townhouse	20		
	209 Townhouse	20		
	210 Townhouse	20		YES
	211 Townhouse	20		YES
	212 Townhouse	20		
	213 Townhouse	20		
	214 Townhouse	20		YES
	215 Townhouse	20		YES
	216 Townhouse	20		
	217 Townhouse	20		
	218 Townhouse	20		YES
	219 Townhouse	20		YES
	220 Townhouse	20		
	221 Townhouse	20		
	222 Townhouse	20		YES
	223 Townhouse	20		
	224 Townhouse	20		YES
	225 Townhouse	20		
	226 Townhouse	20		
	227 Townhouse	20		YES
	228 Townhouse	20		
	229 Townhouse	20		YES
	230 Townhouse	20		
	231 Townhouse	20		YES
	232 Residential	20		
	233 RESIDENTIAL	20		
	234 RESIDENTIAL	20		
	235 RESIDENTIAL	20		
	236 RESIDENTIAL	20		
	237 RESIDENTIAL	20		
	238 RESIDENTIAL	20		
	239 RESIDENTIAL	20		
	240 RESIDENTIAL	20		
	241 RESIDENTIAL	20		
	242 RESIDENTIAL	20		
	243 RESIDENTIAL	20		
	244 RESIDENTIAL	20		
	245 RESIDENTIAL	20		
	246 RESIDENTIAL	20		
	247 RESIDENTIAL	20		
	248 RESIDENTIAL	20		
	249 RESIDENTIAL	20		
	250 RESIDENTIAL	20		
	251 RESIDENTIAL	20		
	252 RESIDENTIAL	20		
	253 RESIDENTIAL	20		
	301 RESIDENTIAL	20		
	302 RESIDENTIAL	20		
	303 RESIDENTIAL	20		
	304 RESIDENTIAL	20		
	305 RESIDENTIAL	20		
	306 RESIDENTIAL	20		
	307 RESIDENTIAL	20		
	308 RESIDENTIAL	20		
	309 RESIDENTIAL	20		
	310 RESIDENTIAL	20		
	311 RESIDENTIAL	20		
	401 RESIDENTIAL	20		
	402 RESIDENTIAL	20		YES
	403 RESIDENTIAL	20		
	404 RESIDENTIAL	20		YES
	405 RESIDENTIAL	20		
	406 RESIDENTIAL	20		YES
	407 RESIDENTIAL	20		
	408 RESIDENTIAL	20		
	409 RESIDENTIAL	20		
	410 RESIDENTIAL	20		
	411 RESIDENTIAL	20		YES
	412 RESIDENTIAL	20		
	413 RESIDENTIAL	20		
	414 RESIDENTIAL	20		
	415 RESIDENTIAL	20		
	416 RESIDENTIAL	20		
	417 RESIDENTIAL	20		
	418 RESIDENTIAL	20		
	419 RESIDENTIAL	20		
	420 RESIDENTIAL	20		
	421 RESIDENTIAL	20		
	422 RESIDENTIAL	20		
	423 RESIDENTIAL	20		
	424 RESIDENTIAL	20		
	425 RESIDENTIAL	20 or		
	426 RESIDENTIAL	4'		
	427 RESIDENTIAL	20		
	428 RESIDENTIAL	20		
	429 RESIDENTIAL	20		
	501 RESIDENTIAL	20		
	502 RESIDENTIAL	20		
	503 RESIDENTIAL	20		YES
	504 RESIDENTIAL	20		
	505 RESIDENTIAL	20		YES
	506 RESIDENTIAL	20		
	507 RESIDENTIAL	20		YES
	508 RESIDENTIAL	20		
	509 RESIDENTIAL	20		
	510 RESIDENTIAL	20		
	511 RESIDENTIAL	20		
	512 RESIDENTIAL	20		
	513 RESIDENTIAL	20		
	514 RESIDENTIAL	20		
	515 RESIDENTIAL	20		
	516 RESIDENTIAL	20		
	517 TOWNHOUSE	20		
	518 TOWNHOUSE	20		
	519 TOWNHOUSE	20		
	520 TOWNHOUSE	20		
	521 TOWNHOUSE	20		11.4
	522 TOWNHOUSE	20		28.8
	523 TOWNHOUSE	20		30.8
	524 TOWNHOUSE	20		33.1
	525 TOWNHOUSE	20		32.2
	526 TOWNHOUSE	20		22.8
	527 TOWNHOUSE	20		9.7
	528 RESIDENTIAL	20		
	529 RESIDENTIAL	20		
	530 RESIDENTIAL	20		16.3
	531 RESIDENTIAL	20		26.1
	532 RESIDENTIAL	20		24.3
	533 RESIDENTIAL	20		25.6
	534 RESIDENTIAL	20		19.4
	535 RESIDENTIAL	20		15.3
	536 TOWNHOUSE	20		YES
	537 TOWNHOUSE	20		
	538 TOWNHOUSE	20		
	539 TOWNHOUSE	20		
	540 TOWNHOUSE	20		
	541 TOWNHOUSE	20		
	542 TOWNHOUSE	20		
	543 TOWNHOUSE	20		
	601 RESIDENTIAL	20		
	602 RESIDENTIAL	20		
	603 RESIDENTIAL	20		YES
	604 RESIDENTIAL	20		
	605 RESIDENTIAL	20		
	606 RESIDENTIAL	20		
	607 RESIDENTIAL	20		
	608 RESIDENTIAL	20		
	609 RESIDENTIAL	20		
	610 RESIDENTIAL	20		
	611 RESIDENTIAL	20		
	612 RESIDENTIAL	20		
	613 RESIDENTIAL	20		
	614 RESIDENTIAL	20		
	615 RESIDENTIAL	20		
	616 RESIDENTIAL	20		
	617 RESIDENTIAL	20		
	618 RESIDENTIAL	20		
	619 RESIDENTIAL	20		
	620 RESIDENTIAL	20		
	621 RESIDENTIAL	20		
	622 EXISTING RESIDENTIAL	20		
	701 RESIDENTIAL	20		
	702 RESIDENTIAL	20		
	703 RESIDENTIAL	20		YES
	704 RESIDENTIAL	20		
	705 RESIDENTIAL	20		
	706 RESIDENTIAL	20		
	707 RESIDENTIAL	20		
	708 RESIDENTIAL	20		
	709 RESIDENTIAL	20		YES
	710 RESIDENTIAL	20		
	801 RESIDENTIAL	20		
	802 RESIDENTIAL	20		YES
	803 RESIDENTIAL	20		
	804 RESIDENTIAL	20		
	805 RESIDENTIAL	20		
	806 RESIDENTIAL	20		YES
	807 RESIDENTIAL	20		
	808 RESIDENTIAL	20		
	809 RESIDENTIAL	20		YES

ING WALL VARIANCES

ING WALL VARIANCES				
max code allowed (FT)				
wall #	wall height (FT)	wall length (FT)	location	notes
1	1	1	240' adjacent to UDOT west of unit 516	south side of road
2	12	12	280' along UDOT units 520-527	along UDOT row
3	7	7	120' east of lot 801	south side of shared driveway
4	10	10	130' west of lot 801	
5	5	5	250' north of existing fence	
6	4	4		already complies
7	12	12	210' behind units 220	
8	12	12	110' behind units 217-220	

SLOPE VARIANCE

roads in slopes over 30%				
location	notes			
spine road sta 3+50 to 4+50	road corridor in marmade slope			
spine water parking in	road corridor in marmade slope			
spine road sta 4+50 to 21+67	road corridor in marmade slope			
access road and grade/borrow to pond by unit 220	access road in 30% slope			
waterline access road in 30% slope	north of unit 411			
road within 30% slopes	front of units 228-228			
UDOT access road west of unit 516	pond, access road and grading in 30% slopes			
UDOT access road west of unit 516	pond, access road and grading in 30% slopes			
detention pond 3	grading from pond is in 30% slope			
lot #	notes			
103	lot partially on marmade 30% slope			
104	lot partially on marmade 30% slope			
105	lot partially on marmade 30% slope			
106	lot partially on marmade 30% slope			
107	lot partially on marmade 30% slope			
108	lot partially on marmade 30% slope			
109	lot partially on marmade 30% slope			
110	lot partially on marmade 30% slope			
245	lot inside of 30% slope. Building envelope outside of 30% slope.			
401	lot inside of 30% slope. Building envelope outside of 30% slope.			
402	lot inside of 30% slope. Building envelope outside of 30% slope.			
427	lot partially on marmade 30% slope			
514	lot partially on marmade 30% slope			
515	lot partially on marmade 30% slope			
516	lot partially on marmade 30% slope			
519	grading from lot within 30% slope. Building lot is outside of slope.			
546	driveway for lot 546 is in 30% slope.			
548	grading from lot within 30% slope. Building lot is outside of slope.			
621	lot inside of 30% slope. Building envelope outside of 30% slope.			
622	access driveway is within 30% slope. 100' length			
704	lot inside of 30% slope. Building envelope outside of 30% slope.			
705	lot inside of 30% slope. Building envelope outside of 30% slope.			

CUT AND FILL OVER 5'

location	notes
spine road sta. 4+50 to 10+00	cuts from 5' to 18'
road 2a sta. 21+68 to 24+00	fills from 5' to 10'
phase 1 4 pond #5	cuts 5' to 15'
spine road sta. 17+00 to 20+00	cuts 5' to 19'
spine road 20+00 to 24+00	fills from 5' to 20'
road 2a sta. 25+00 to 17+00	fills from 5' to 9'
road 2a sta. 20+00 to 4+00	fills from 5' to 9'
phase 3 4 pond #3	cuts 5' to 12'
road 202 sta. 1+00 to 3+50	fills to 10'
phase 3 4 pond 3	fills to 10'
phase 3 4 pond 3	fills to 10'
phase 3 4 pond 3	fills to 10'
phase 3 4 pond 3	fills to 10'
road 202B sta. 10+00 to 14+00	cuts 5' to 18'
road 202B 4+00 to 1+00	cut to 10' 4'
road 202 8 sta. 17+50 to 20+00	fills to 12'
units	
106-111	cuts from 5' to 20'
114-117	cuts to 10'
120-121	fills to 8'
240-244	fills to 9'
226-232	cuts 5' to 14'
232-225	fills to 9'
220-217	fills to 22'
520-527	driveway cut 5' to 9'
701-702	fills to 17'
	fills to 8'
	fills to 8'

CUT AND FILL SLOPES

Town code 3-1 TO DAYLIGHT
Proposed 3-1 TO DAYLIGHT

WETLANDS

Town code: 100' SETBACK
Proposed 0' SETBACK

SHARED DRIVEWAYS

PRIVATE ROADS- The present town code does address private shared driveways in the current code. Previous codes allowed.
SHARED DRIVEWAYS TO HAVE 20' DRIVEWAY WIDTHS- Private shared driveways to follow 317-3

ROADWAY GRADE

Local Roads 10% max grade. 12% if city engineer signs off.
Proposed 12% on phase 3 4 UDOT ext. road.

Cash Payment Summary for Discussion Purposes Only

(This document is not a part of the Development Agreement for the Elkhorn Development)

Hideout has requested (for discussion purposes only) that the following summary of cash payments (by Developer) be provided; however, the provisions of the Development Agreement for the Elkhorn Development ("Development Agreement") control, and this document is not part of the Development Agreement or any agreement, but is for discussion purposed only.

1. Under to the Development Agreement, Developer would make a \$1,500,000 cash payment to Hideout within 90 days after both (1) the Development Agreement and the Rezoning Amendment have been fully Approved, signed and recorded and (2) the final subdivision plat for Phase 1 has been fully Approved, signed and recorded, with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout, (subject to the actual provisions of the Development Agreement).
2. Under the Development Agreement, Developer would make a \$1,500,000 cash payment to Hideout within the earlier of: (1) three (3) years after the Developer's First \$1,500,000 Cash Payment is made by Developer to Hideout; or (2) 90 days after the final subdivision plat for Phase 2a has been fully Approved, signed and recorded, with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout, (subject to the actual provisions of the Development Agreement).
3. Under the Development Agreement, Developer would make a one-time cash payment to the Town at the closing of the sale of each new residential home equal to four tenths of one percent (0.4%) of the gross sales price, (reflected on the settlement statement) minus (1) the amounts paid for realtor and other commissions, (2) the amounts paid for title insurance and fees, and (3) the value of any incentives given by the seller/builder to the Buyer of the particular new residential home, (subject to the actual provisions of the Development Agreement).
4. Under the Development Agreement, Developer would make a cash payment to the Town of Hideout totaling \$_____ within 120 days after both (1) the Development Agreement and the Rezoning Amendment have been fully Approved, signed and recorded and (2) the final subdivision plat for Phase 1 has been fully Approved, signed and recorded, with all public rights-of-way shown thereon properly and finally dedicated to, and accepted by, the Town of Hideout), (subject to the actual provisions of the Development Agreement).

Elkhorn Water Rights

The proposed Elkhorn Development will consist of 140 single family homes and 65 townhomes and 24 stacked flats.

- 0.45 ac-ft per ERU for indoor uses
- 3.0 ac-ft per irrigated acre

Based on these parameters the resulting water right requirements is as follows:

Indoor Uses	Quantity	Unit Amount (ac-ft)	Total Amount (ac-ft)
Residential Lot	140	0.45	63
Townhome	65	0.45	29.25
Stacked Flats	24	0.45	10.80
Total Indoor			103.05 ac-ft

Outdoor Uses	Unit Area (sq. ft.)	Quantity	Area (sq. ft.)
Residential Lot	1,500	140	210,000
Townhome	300	65	19,500
Stacked Flats	5,000	2	10,000
Park Areas	25,000	1	25,000
TOTAL IRRIGATED AREA			264,500 sq. ft.
TOTAL IRRIGATED AREA			6,072 acres
X3.0 ac-ft/acre			18.21 ac-ft

TOTAL WATER RIGHT AMOUNT: 103.5 ac-ft + 18.2 ac-ft = **121.26 ac-ft**

This amount represents the “usable” amount to be conveyed to JSSD on behalf of the Town of Hideout.

File Attachments for Item:

12. Public Hearing: Discussion and possible adoption of Ordinance 2025-O-XX, An Ordinance of the Town of Hideout, Utah Amending the Wildland-Urban Interface (WUI) Code to Update Defensible Space Standards

Staff Review of Proposed Zoning Ordinance Revision

To: Interim Acting Chair: Jonathan Gunn
 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 14-1-5).
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 quite 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
DELETEDSECTION 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.

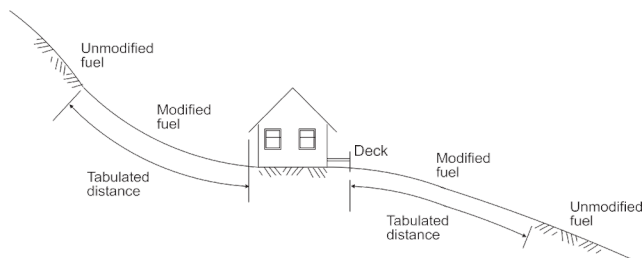


FIGURE 603.2
MEASUREMENTS OF FUEL MODIFICATION
DISTANCE

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
<u>Defensible Space Around Residential or Commercial Structures</u>	<u>Minimum Distance (feet)</u>
<u>Any flammable plant, bush, vine or other flammable living or growing entity within a distance of the foundation</u>	<u>5</u>
<u>Any tree of any type within a distance of the foundation or overhang, whichever is greater</u>	<u>10</u>
<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>	<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.
3. 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 nonfire-resistive 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 1/2 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 *International 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.

ORDINANCE #2025 – O – _____

ORDINANCE AMENDING THE WILDLAND URBAN INTERFACE CODE
TO INCREASE DEFENSIBLE SPACE AROUND STRUCTURES

WHEREAS, the Town of Hideout (“Hideout”) Council (“Council”) wished to promote the health, safety and welfare of those who live in and visit the municipality; and

WHEREAS, the entire entirety of Hideout is within a Wildland-Urban Interface area; and

WHEREAS, wildfire risk is an essential consideration for the properties in the Hideout; and

WHEREAS, Hideout previously enacted the adoption of the 2006 Wildland Urban Interface Code on April 14, 2022; and

WHEREAS, Hideout now desires to amend its Wildland Urban Interface Code to increase defensible space around structures within the municipality;

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

SECTION I: Title 10, Chapter 05, Section 01 is hereby amended to reflect the addition of defensible space to Table 603.2 as shown in Exhibit 1.

SECTION II: Effective Date. These amendments shall take effect upon publication.

PASSED AND ADOPTED by the City Council of Hideout, Utah, this _____ day of _____ in the year _____.

TOWN OF HIDEOUT

Ralph Severini, Mayor

ATTEST:

Alicia Fairbourne, Recorder for Hideout

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 distance of the Walls/Eaves/Decks .	5
Any tree of any type within a distance of the Walls/Eaves/Decks whichever is greater.	10
Any combustible groundcover, including, but not limited to wood bark, wood mulch, or any other combustible materials within a distance of the Walls/Eaves/Decks .	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.

File Attachments for Item:

13. Discussion and possible action of an Interlocal Agreement with Hideout Local District 1 related to infrastructure in the Golden Eagle Subdivision

INTERLOCAL COOPERATION AGREEMENT BETWEEN TOWN OF HIDEOUT AND HIDEOUT LOCAL DISTRICT 1

This Agreement ("Agreement") is made and entered into this [DATE] day of _____20__, (the "Effective Date"), by and between Town of Hideout ("Town") and Hideout Local District 1, ("District"), bodies corporate and politic of the state of Utah.

The Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into Agreement with one another for cooperative action and to provide services they are each authorized by statute to provide as permitted by Utah Code 11-13-202;

As further set forth herein, Hideout Local District 1 (HLD) agrees to be responsible to accept and maintain road, sanitary sewer and storm drain in Golden Eagle Subdivision and have the option of adding additional adjoining property in its sole discretion, as set forth herein.

The intent of the parties to this agreement is to fairly allocate taxes and fees collected by Hideout Town between Town and the Hideout Local District for these services to ensure that the residents of the Town and within the boundaries of HLD and to ensure the residents are not double taxed or charged for the same service twice.

As already accepted, Town is responsible to inspect, accept, maintain, and manage both the water systems in Golden Eagle. Town charges for water service and connections and building permit fees related to water. Town shall continue to collect impact fees pursuant to Ordinance 2020-08 Enacting Impact Fees.

SEWER SYSTEM

Hideout Local District will be responsible for the sewer system (which it has already accepted and certified that it is substantially complete or completed) and will inspect, maintain, and manage the sewer system.

Town will charge homeowners for the cost that JSSD charges Town for receiving sewer for ultimate treatment.

If the sewer system ties into Town's general sewer system, Town may charge the homeowner a monthly sewer fee for the costs associated with the downstream costs. If not, Town shall not be due or paid any sewer fees.

Hideout Local District will charge fees associated with its services provided for the future maintenance of the sewer system.

Hideout Local District will inspect sewer laterals installed by homeowners and assess a fee to homeowner. If a fee has already been assessed a fee from Town, but inspection

has not taken place, said fee will be passed on to HLD and HLD will be responsible for inspection.

STORM DRAIN

Hideout Local District will be responsible for the storm drain system (which it has already accepted as being substantially complete or completed) which will include, managing, inspecting, maintaining the system.

Town may charge homeowner for costs associated to the downhill storm drain that receives water from homes that are within the HLD boundaries.

HLD will collect fees associated with storm drain services that it provides.

ROADS

HLD will provide a report for Town to submit for B and C road funds that are available to municipalities. Report will include road lengths, and surface type. Funds received will be passed on to the HLD within one week of receiving said funds.

Hideout Local District will be responsible for roads it accepts and will inspect, maintain, and manage the road system. HLD have certified that the Roads are substantially completed or complete.

HLD will plow, remove snow where needed, and repair and maintain roads in Golden Eagle.

Town will be responsible for removing snow around fire hydrants located in Golden Eagle, since they are part of the water system.

own shall reimburse Hideout Local District for all such fees that have been collected as part of building permits in Golden Eagle.

IMPACT FEES

Town will continue to collect impact fees for roads, storm drain, and sewer in accordance with Ordinance 2020-08 and the Hideout Fees and Rate Schedule.

The Parties acknowledge the existence of Agreements the Town has with Mustang Development. This Agreement is not intended to alter any of those existing agreements, and any unintended consequences that may result from this Agreement will be resolved among the parties to this Agreement.

Hideout Local District may conduct its own impact fee study and collect impact fees in the future, pursuant to Utah law, for any property or improvements that it is responsible for within the boundaries of the HLD.

The parties agree that they will enter into a separate agreement outlining a billing process and costs and procedures to facilitate a single bill to residents.

EXPANSION OF SERVICE AREAS AND DISTRICT BOUNDARIES

The Parties agree that in order for this Agreement to work long-term, the District will have the option, with the consent of the Master Developer (as that term is defined in the Master Development Agreement for the Hideout Canyon Master Planned Community, dated March 11, 2010), to expand the service areas subject to this agreement to any property owned or controlled by the Master Developer.

DURATION OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and shall terminate fifty years after the effective date.

INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the Town and the District agree as follows:

- a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Town and the District.
- b. This Agreement shall be administered by the Mayor of the Town and the Manager of the District.
- c. The respective budgets for this Agreement shall be financed, established, and maintained by the Town and the District.
- d. This Agreement shall be submitted to the attorneys authorized to represent Town and the District for review as to proper form and compliance with applicable law, as established by the respective attorneys affixing their signatures to this Agreement before this Agreement may take effect.
- e. A duly executed copy of this Agreement shall be immediately filed with the keeper of records for both the Town and the District.
- f. This Agreement shall not take effect until it is filed with the keeper of the records of the Town and the District.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

TOWN OF HIDEOUT

By: _____

Ralph Severini, Mayor of Town

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Polly McLean, Attorney for Town

Date: _____

RECORDER FOR TOWN

By: _____

Alicia Fairbourne, City Recorder for Town

Date: _____

HIDEOUT LOCAL DISTRICT 1

By: _____

Dave Merrell, Manager of HIDEOUT
LOCAL DISTRICT 1

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Brad Christopherson, Attorney for
HIDEOUT LOCAL DISTRICT 1

Date: _____

CLERK Hideout Local District 1

By: _____

[NAME], Clerk for Hideout Local District 1

Date: _____

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____ between _____, whose address is _____ (“*District*”), and _____, whose address is _____ (“*Town*”).

RECITALS

A. UTAH CODE ANN. 11-13-202 and other provisions of the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101 *et seq.*) (the “*Interlocal Act*”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. District and City are public agencies for purposes of the Interlocal Act.

C. Recipient Entity desires to have Billing Entity perform billing services on its behalf,

D. Billing Entity has the capacity and is willing to provide such services under the terms set forth in this Agreement; and

E. The parties desire to memorialize their agreement concerning such matters, and have determined that their entry into this Agreement is mutually beneficial.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Purpose.**

Section 2. **Scope of Services.** Billing Entity shall provide the following services to Recipient Entity:

- (a) Prepare and issue billing statements to customers as identified by Recipient Entity.
- (b) Collect payments on behalf of Recipient Entity.
- (c) Provide periodic reports of collections and outstanding balances.
- (d) Remit collected funds to Recipient Entity on a monthly basis.
- (e) (Additional services, such as customer service or delinquent account handling, may be included here as needed.)

Section 3. **Compensation.** Recipient Entity shall compensate Billing Entity for services provided under this Agreement as follows:

- (a) A flat fee of \$_____ per [month/billing cycle]; or
- (b) A percentage fee of ____% of total amounts billed or collected; or
- (c) As described in Exhibit A attached hereto.

Section 4. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Act and other applicable law:

(a) **No Separate Entity.** The parties agree that this Agreement does not create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. Section 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of District's superintendent or designee and City's manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement

(c) **Indemnification.** Each party agrees to be responsible for its own acts or omissions and the acts or omissions of its agents, officers, and employees. No party shall be required to indemnify the other except as required by law.

(d) **Financing and Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(e) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the parties in accordance with UTAH CODE ANN. Section 11-13-202.5.

(f) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13- 209.

Section 5. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties.

(g) Time of Essence. Time is of the essence in this Agreement.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(j) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, District, by resolution duly adopted by its Board, caused this Agreement to be signed by its superintendent and attested, and City, by resolution of its City Council, caused this Agreement to be signed by the Mayor and attested.

[Signature page follows]

ATTEST:

Hideout Town
a Utah municipal corporation

Signature: _____
_____, City Recorder

Signature: _____
Ralph Severini, Mayor

APPROVED AS TO FORM:

Signature: _____
Polly Mclean, City Attorney

ATTEST:

Hideout Local District No. 1

Signature: _____
By: Dave Merrell
Its: Manager

Signature: _____
Amy Anderson, District Clerk

Reviewed as to form and legality for District:

Signature: _____
Brad Christopherson, Attorney for the District