HIDEOUT, UTAH TOWN COUNCIL - SPECIAL MEETING
September 08, 2020 5:00 PM
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Special Meeting for the purposes and at the times as described below on Tuesday, September 08, 2020

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's August 26, 2020 determination letter (attached)

All public meetings are available via GoTo Meeting conference call and net meeting.
Interested parties may join by dialing in as follows:

Meeting URL: https://www.gotomeet.me 711-336-741
To join by telephone dial: US: +1 (312) 757-3121
Meeting ID: 711-336-741

Regular Meeting
5:00 PM

I. Statement by Mayor Regarding No Anchor Location Due to Substantial Risk to Health and Safety

1. No Anchor Site Determination Letter

II. Call to Order

III. Roll Call

IV. Agenda Items

1. Consideration and Possible Action to authorize the Mayor to enter into the Indemnification Agreement with N Brockbank Investments, LLC related to the annexation proposal which was the subject of the July 9, 2020 Resolution of Intent to Annex in a form approved by the Town Attorney.

2. Consideration and Possible Action to authorize the Mayor to rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement which was authorized by the Town Council on July 9, 2020, in a form approved by the Town Attorney.

3. Consideration and Possible Action on a Resolution Indicating the Town of Hideout's Intent to Annex property in the vicinity of Richardson Flats across county lines which includes parcels SS-87-B-X, SS-125, SS-125-C, PP-28-A and portions of SS-86, SS-87 and SS-88 (as depicted and described in Richardson Flats Annexation Sht 1 and Sht 2). The legal description of the area is listed on the attached Resolution.

4. Consideration and Possible Action to authorize the Mayor to enter into a Pre-Annexation Agreement with N Brockbank Investments, LLC related to a possible annexation of land owned by N Brockbank Investments, LLC in the vicinity of Richardson Flat described in the Resolution Indicating the Town of Hideout's Intent to Annex (Item #3 above) considered September 8, 2020 in a form approved by the Town Attorney.

V. Meeting Adjournment

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

HIDEOUT TOWN COUNCIL
10860 N. Hideout Trail
Hideout, UT 84036
Phone: 435-659-4739
Posted 9/07/2020

August 26, 2020

DETERMINATION REGARDING CONDUCTING TOWN OF HIDEOUT PUBLIC MEETINGS WITHOUT AN ANCHOR LOCATION

The Mayor of the Town of Hideout hereby determines that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location pursuant to Utah Code section 52-4-207(4) and Hideout Town Ordinance 2020-03. The facts upon which this determination is based include: The percent and number of positive COVID-19 cases in Utah has been significantly higher since May 27, 2020. The seven day average of cases has been over 300 since June 5, 2020. COVID-19 patients in Utah hospitals have increased during the same time period. Hideout is located in Wasatch County and is a close neighbor of Summit County, which have the fourth and fifth highest number of cases per capita in the state.

This meeting will not have a physical anchor location. All attendees will connect remotely. All public meetings are available via ZOOM conference call and net meeting. Interested parties may join by dialing in as follows:

Meeting URL: https://zoom.us/j/4356594739
To join by telephone dial: US: +1 408-638-0986
Meeting ID: 4356594739

Additionally, comments may be emailed to the Town Clerk afairbourne@hideoututah.gov.

This determination will expire in 30 days on September 25, 2020.

BY:

Mayor Philip Rubin

ATTEST:

Alicia Fairbourne, Town Clerk

TOWN OF HIDEOUT CORPORATE Seal WASATCH COUNTY, UTAH

INDEMNIFICATION AGREEMENT

N Brockbank Investments, LLC or assigns ("Brockbank") and the Town of Hideout ("Town") hereby enter into this Indemnification Agreement ("Agreement") as more fully specified below. The Town and Brockbank are each a "Party" to this Agreement, together they are the "Parties" hereto.

RECITALS

WHEREAS, Brockbank owns or has, or will have, the right to purchase approximately 655 acres of properties, Tax ID Nos. Part of SS-88, Part of SS-87, PP-28-A, SS-87-B-X, SS-86, PP-28-2, PP-28-1, SS-125-C, SS-125, ("the Properties") that are not currently within the boundaries of the Town;

WHEREAS, the Town adopted Resolution 2020-5, a Resolution of Intent, on July 9, 2020 to consider initiating an annexation that would include the Properties;

WHEREAS, the Town voted to authorize the Mayor to enter into a Pre-Annexation, Development, and Reimbursement Agreement on July 9, 2020 with N Brockbank Investments, LLC which included protection against creating financial burdens to the Town, which was entered into on July 14, 2020.

WHEREAS, a Complaint and Petition for Declaratory Injunctive Relief was filed by Summit County on July 31, 2020 against the Town of Hideout related to actions taken at, but not limited to, the July 9, 2020 Public Meeting, and the litigation is ongoing;

WHEREAS, the Town held numerous Public Meetings and Planning Commission Meetings related to the annexation initiated by the July 9, 2020 Resolution of Intent in its review, evaluation and consideration of the annexation;

WHEREAS, the Town repealed Resolution 2020-5, the July 9, 2020 Resolution of Intent, on August 14, 2020;

WHEREAS, the Town is considering rescinding the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement on September 8, 2020;

WHEREAS, Brockbank acknowledged that in order for the Town to consider initiating the July 9, 2020 annexation, the Town needed to assure itself that the annexation of the Properties and any development of the proposed annexation area would not create any financial burdens on the existing and planned residents of the Town nor on the municipal government of the Town;

WHEREAS, the Town Council of the Town of Hideout ("Town Council") considered this Agreement at a public meeting on September 8, 2020 and voted to approve this Agreement and authorize the Mayor of the Town of Hideout ("Mayor"), to execute the same on behalf of the Town, and to take all of the steps necessary to implement this Agreement;

WHEREAS, Brockbank has no right to direct Hideout's litigation strategy, outcome of the litigation, or other strategic decisions.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises, and other for good and valuable consideration Brockbank and the Town agree to the following:

TERMS

1. Recitals Incorporated. The foregoing recitals are incorporated into, and made part of, the Parties' agreement.

2. Town Costs. Brockbank shall pay all reasonable and actual costs incurred by the Town in evaluating and pursuing the annexation which was initiated by the July 9, 2020 Resolution of Intent. These costs shall include, but are not limited to, attorney's fees, planning/engineering/financing consultants, noticing fees and all other costs reasonably related to implementing the intended purposes of the July 9, 2020 Resolution of Intent and the July 14, 2020 Pre-annexation, Development, and Reimbursement Agreement. Brockbank shall pay all such costs to the Town within thirty (30) days after receiving a monthly invoice from the Town together with such supporting documentation as may reasonably be required.

3. Default. If either Party defaults in the performance of its obligations hereunder, which default is not cured within fifteen (15) days after receiving written notice, then in connection with litigation which may be commenced, the non-breaching Party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such non breaching Party in connection with such proceeding, including reasonable attorney's fees. Nothing in this Agreement shall be deemed to waive or modify any of the protections of the Governmental Immunity Act of Utah.

4. Successors. The obligations of the Parties set forth herein shall be binding on the Parties and their successors and assigns, but shall not create any rights in and/or obligations to any person or parties other than the Parties.

Dated this ___ day of September, 2020

Town of Hideout	N Brockbank Investments, LLC
By: _____	By: _____
Hon. Phil Rubin, Mayor	Its Manager

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

RESCINDING OF THE JULY 14, 2020 PRE-ANNEXATION, DEVELOPMENT, AND REIMBURSEMENT AGREEMENT

N Brockbank Investments, LLC or assigns ("Brockbank") and the Town of Hideout ("Town") hereby enter into this "Rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement" as more fully specified below. The Town and Brockbank are each a "Party" to this Agreement, together they are the "Parties" hereto.

RECITALS

WHEREAS, the Town considered and authorized the Mayor to enter into a Pre-Annexation, Development, and Reimbursement Agreement on July 9, 2020;

WHEREAS, Brockbank and the Town entered into a Pre-Annexation, Development, and Reimbursement Agreement on July 14, 2020;

WHEREAS, the Town repealed Resolution 2020-5, the July 9, 2020 Resolution of Intent, on August 14, 2020;

WHEREAS, a Complaint and Petition for Declaratory Injunctive Relief was filed by Summit County on July 31, 2020 against the Town of Hideout related to actions taken, but not limited to, at the July 9, 2020 Public Meeting, and the litigation is ongoing;

WHEREAS, the Town Council of the Town of Hideout ("Town Council") considered the rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement at a public meeting on September 8, 2020 and voted to approve this Rescinding and authorize the Mayor of the Town of Hideout ("Mayor"), to execute the same on behalf of the Town.

Now, therefore, in consideration of the foregoing Recitals, Brockbank and the Town agree to Rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement.

Dated this ___ day of September, 2020

Town of Hideout

By: _____
Hon. Phil Rubin, Mayor

N Brockbank Investments, LLC

By: _____
Its Manager

Attest:

_____
Town Clerk

Approved as to Form:

_____

Town Attorney

TOWN OF HIDEOUT, UTAH

Resolution No. 2020-_____

A RESOLUTION INDICATING INTENT TO ANNEX

WHEREAS, on or about August 22, 2019, the Town of Hideout amended and revised its annexation policy plan and its expansion area map; and

WHEREAS, the current annexation policy plan and expansion area include land located within both Wasatch County and Summit County; and

WHEREAS, the Town of Hideout is considering the possible annexation of the real property described on **Exhibit A** attached hereto; and

WHEREAS, Utah Code § 10-2-418(3), allows a municipality to annex real property;

WHEREAS, Utah Code § 10-2-418(6)(a) allows a municipality to adopt a resolution indicating a municipal legislative body's intent to annex certain real property.

WHEREAS, relevant portions of Utah Code § 10-2-418 are in effect until October 19, 2020;

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 – Intent to Annex. Pursuant to Utah Code § 10-2-418(6)(a), the Town Council hereby declares its intent to annex the real property describe on **Exhibit A** attached hereto.

Section 3 – Public Hearing. Prior to adopting an ordinance approving the annexation of the real property described on **Exhibit A**, the Town Council will hold a public hearing, as provided for in Utah Code § 10-2-418(6)(b), at which members of the public and affected entities will have an opportunity to participate and provide comment.

Section 4 – Mayor to Provide Notice. The Mayor is hereby directed to provide notice of the public hearing contemplated by Section 3. The Mayor shall determine the date of the public hearing, which shall be not less than thirty (30) days following the passage of this Resolution. The Mayor shall ensure that notice of the public hearing conforms to the requirements and processes set forth in Utah Code §§ 10-2-418(7) and 418(8).

Section 5 – Effective Date. This Resolution will be effective immediately upon adoption by the Town Council.

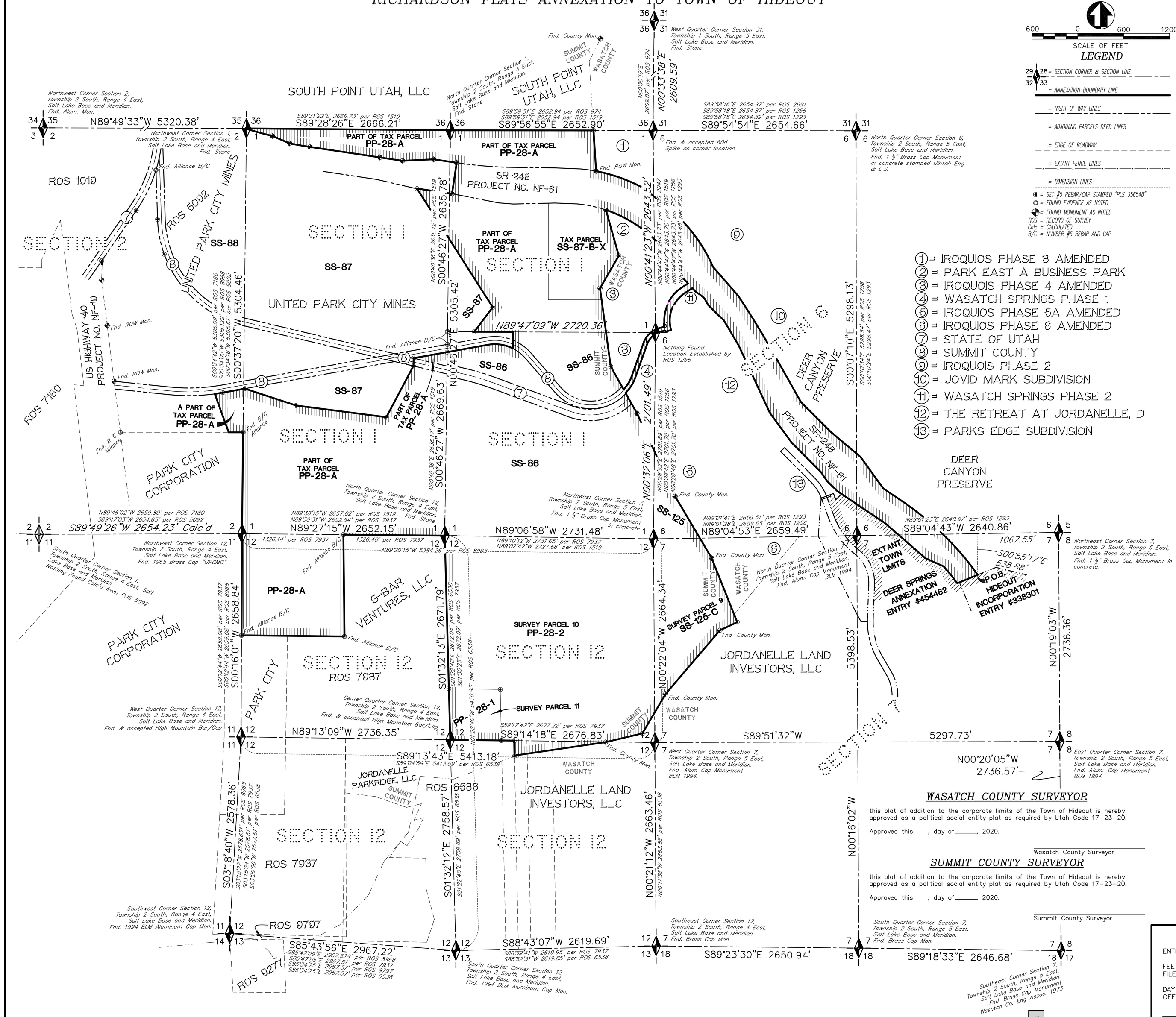
WHEREFORE, Resolution 2020-____ has been Passed and Adopted by the Town of Hideout on September _____, 2020.

TOWN OF HIDEOUT

_____
Philip Rubin, Mayor

Attest: _____
Alicia Fairbourne, Town Clerk

RICHARDSON FLATS ANNEXATION TO TOWN OF HIDEOUT



600 0 600 1200
SCALE OF FEET

LEGEND

- 29 28 32 33 = SECTION CORNER & SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = RIGHT OF WAY LINES
- = ADJOINING PARCELS DEED LINES
- = EDGE OF ROADWAY
- = EXTANT FENCE LINES
- = DIMENSION LINES
- = SET #5 REBAR/CAP STAMPED "PLS 356548"
- = FOUND EVIDENCE AS NOTED
- = FOUND MONUMENT AS NOTED

ROS = RECORD OF SURVEY
Calc = CALCULATED
B/C = NUMBER #5 REBAR AND CAP

1. = IROQUIOS PHASE 3 AMENDED
2. = PARK EAST A BUSINESS PARK
3. = IROQUOIS PHASE 4 AMENDED
4. = WASATCH SPRINGS PHASE 1
5. = IROQUIOS PHASE 5A AMENDED
6. = IROQUIOS PHASE 6 AMENDED
7. = STATE OF UTAH
8. = SUMMIT COUNTY
9. = IROQUOIS PHASE 2
10. = JOVID MARK SUBDIVISION
11. = WASATCH SPRINGS PHASE 2
12. = THE RETREAT AT JORDANELLE, D
13. = PARKS EDGE SUBDIVISION

DEER CANYON PRESERVE

SURVEYORS CERTIFICATE

I, David E. Hawkes do hereby certify that I am a Professional Land surveyor, and that I hold certificate Number 356548 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of the RICHARDSON FLAT ANNEXATION TO THE TOWN OF HIDEOUT, is a true and accurate representation of data compiled from a survey made by Boundary Consultants, filed as Record of Survey Number 3459 with the Wasatch County Surveyor's Office and Record of Survey Number S0010183 filed with the Summit County Surveyor/Recorder, and records on file with the Wasatch County and Summit County Recorders Offices, and in accordance with Section 17-23-20 of the Utah State Code.

NARRATIVE:

Boundary Consultants was retained by Western States Ventures to prepare an Annexation Plat of the Subject Parcel for Annexation in to the Town of Hideout, Wasatch County, Utah.

This Plat has been created from a Record of Survey preformed by Boundary Consultants and certified by David E. Hawkes, filed in the offices of the Wasatch and Summit County Surveyors.

The stem portion of this plat which connects the Summit County Parcels to the extant Hideout Town boundary is intended to run coincident with or, along in some areas, the right of way lines of SR-248, the Jordanelle Parkway and that portion of Richrdson Flat Road (F.A.P. 93-B) lying and situate in Wasatch County. For example, at the junction with Brown's Canyon Road where the center line of the SR-248 is in a spiral curve, the westerly curve defining the northerly right of way was extended through the intersection.

This survey was carried out using a Trimble R8S GPS System, with ground distances being determined by the Utah VRS System and no calibration. Basis of Bearing for this survey is NORTH as determined by said VRS.

All Section Corners depicted hereon have been found and measured. The depicted Center Quarter Corner of Section 1 is a found bar and cap stamped "Alliance" which falls on the North-South Center Quarter Section Line. We did not find a filed Record of Survey that depicts how that corner was set but we are honoring it as the Center Quarter Corner.

The Wasatch County – Summit County Line forms the Easterly and Southerly perimeter boundary of the subject parcels. A number of County Monuments were found, as shown hereon, with those areas where no monumentation was found being proportioned between found monuments. The retracement of the County Line was done with the found monuments depicted hereon and that particular Recorder's Plat of the Wasatch/Summit County Line filed as Entry 12/5/1936 in the Office of the Summit County Recorder.

OWNER'S AFFIDAVIT

The undersigned owner(s) of the hereon described tract of land, having caused the same to be annexed to the Town of Hideout.

Signed this____, day of_____, 2020.

NB 248 LLC, a Delaware Limited Liability Company
By: Nathan A. Brockbank, Manager

Stiching Mayflower Mountain Fonds, a Netherlands association
By: Stichting Beheer Mayflower Project, its Manager
By: Craig C. Coburn, Attorney-in-Fact/Agent

Stiching Mayflower Recreational Fonds, a Netherlands association
By: Stichting Beheer Mayflower Project, its Manager
By: Craig C. Coburn, Attorney-in-Fact/Agent

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the _____ day of _____, 2020, personally appeared before me Nathan A. Brockbank who acknowledged himself to be the Manager of NB 248 LLC, a Delaware limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public My Commission Expires

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the _____ day of _____, 2020, personally appeared before me Craig C. Coburn who acknowledged himself to be the Attorney-in-Fact/Agent of Stichting Beheer Mayflower Project, Manager of Stichting Mayflower Mountian Fonds and Stichting Mayflower Recreational Fonds and that he, as such Attorney-in-Fact/Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public My Commission Expires

WASATCH COUNTY SURVEYOR

this plat of addition to the corporate limits of the Town of Hideout is hereby approved as a political social entity plat as required by Utah Code 17-23-20.

Approved this , day of_____, 2020.

Wasatch County Surveyor

SUMMIT COUNTY SURVEYOR

this plat of addition to the corporate limits of the Town of Hideout is hereby approved as a political social entity plat as required by Utah Code 17-23-20.

Approved this , day of_____, 2020.

Summit County Surveyor

TOWN OF HIDEOUT ACCEPTANCE

I hereby certify that this plat of addition to the corporate limits of the Town of Hideout was accepted by the Mayor and the City Council of Hideout, Wasatch County, Utah, by an ordinance passed on the____, day of_____, 2020.

In witness whereof I hereby unto set my hand and affix the corporate seal of the Town of Hideout.

Approved this____, day of_____, 2020.

Mayor City Recorder

SUMMIT COUNTY RECORDER

ENTRY NUMBER _____

FEE PAID _____
FILED FOR RECORD AND RECORDED THIS

DAY OF_____ 2020, IN BOOK_____, AT PAGE_____OF THE OFFICIAL RECORDS.

SUMMIT COUNTY RECORDER

PROFESSIONAL LAND SURVEYOR David E. Hawkes LICENSE NO. 356548 STATE OF UTAH

DATE PLOT DATE:	09-06-20
SCALE	1"=600'
PROJECT NUMBER	1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-87-B-X, SS-125, SS-125-C, PP-28-1, PP-28-A AND PORTIONS OF TAX PARCELS SS-86, SS-87, SS-88

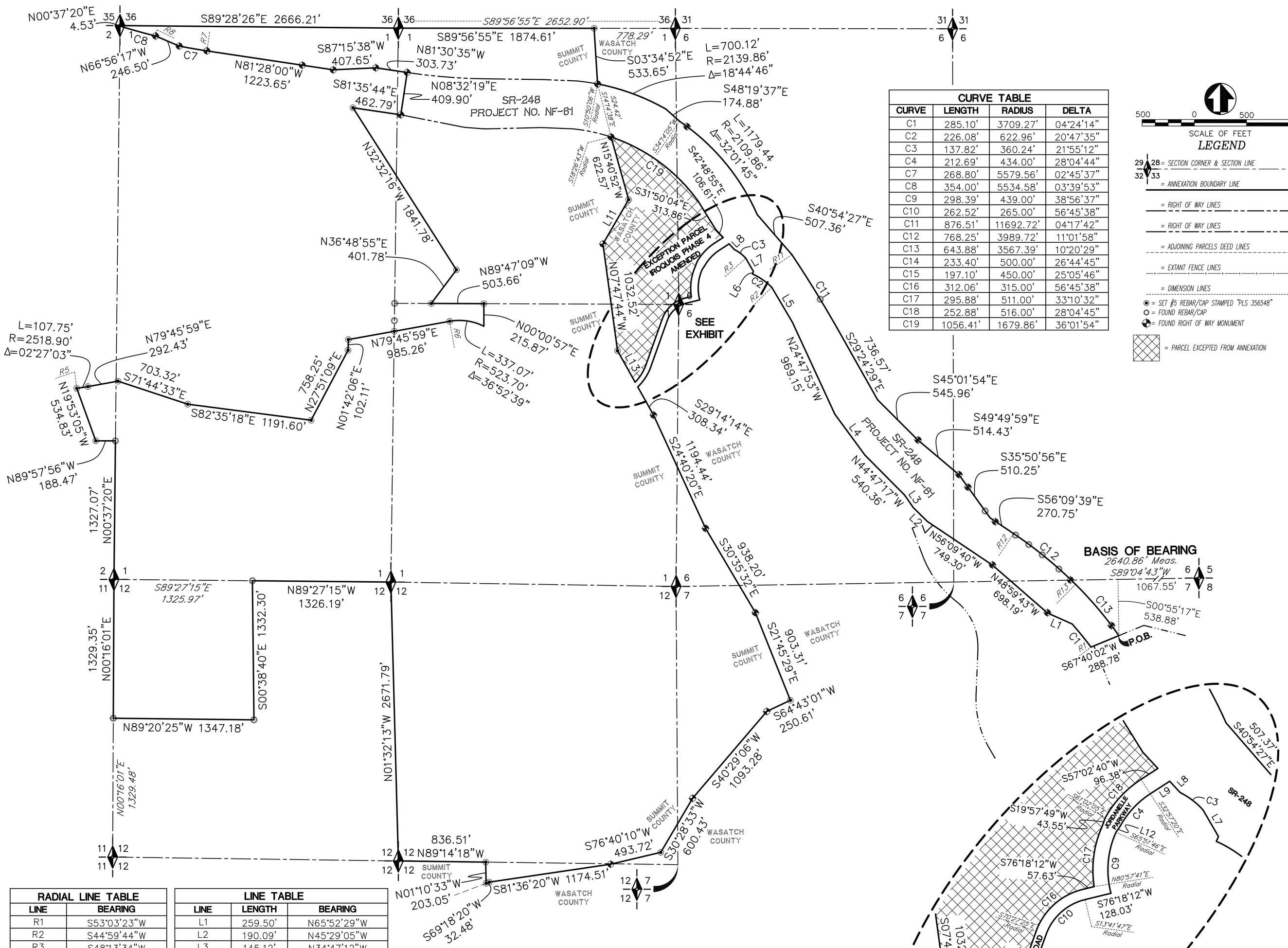
LYING AND SITUATE IN THE SECTIONS 1, 2, 6, 7 & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

Boundary Consultants
Professional Land Surveyors
5554 West 2425 North, Hooper, Utah
801-792-1569
dave@boundaryconsultants.biz

DESIGNED	DRAFTED	CHECKED
DEH	DEH	MGD

SHEET 1 OF 2

RICHARDSON FLATS ANNEXATION TO TOWN OF HIDEOUT



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	285.10'	3709.27'	04°24'14"
C2	226.08'	622.96'	20°47'35"
C3	137.82'	360.24'	21°55'12"
C4	212.69'	434.00'	28°04'44"
C7	268.80'	5579.56'	02°45'37"
C8	354.00'	5534.58'	03°39'53"
C9	298.39'	439.00'	38°56'37"
C10	262.52'	265.00'	56°45'38"
C11	876.51'	11692.72'	04°17'42"
C12	768.25'	3989.72'	11°01'58"
C13	643.88'	3567.39'	10°20'29"
C14	233.40'	500.00'	26°44'45"
C15	197.10'	450.00'	25°05'46"
C16	312.06'	315.00'	56°45'38"
C17	295.88'	511.00'	33°10'32"
C18	252.88'	516.00'	28°04'45"
C19	1056.41'	1679.86'	36°01'54"

LEGEND

- 29 28 32 33 = SECTION CORNER & SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = RIGHT OF WAY LINES
- = RIGHT OF WAY LINES
- = ADJOINING PARCELS DEED LINES
- = EXTANT FENCE LINES
- = DIMENSION LINES
- = SET #5 REBAR/CAP STAMPED "PLS 356548"
- = FOUND REBAR/CAP
- = FOUND RIGHT OF WAY MONUMENT
- = PARCEL EXCEPTED FROM ANNEXATION

RADIAL LINE TABLE

LINE	BEARING
R1	S53°03'23"W
R2	S44°59'44"W
R3	S48°13'34"W
R4	S54°33'35"W
R5	N07°46'58"W
R6	S10°14'01"E
R7	N08°31'57"E
R8	N13°44'15"E
R9	S10°49'26"W
R10	S34°14'05"W
R11	S56°21'02"W
R12	S33°50'20"W
R13	S44°35'54"W

LINE TABLE

LINE	LENGTH	BEARING
L1	259.50'	N65°52'29"W
L2	190.09'	N45°29'05"W
L3	145.12'	N34°47'12"W
L4	487.17'	N36°16'14"W
L5	389.10'	N30°33'16"W
L6	25.13'	N23°55'11"E
L7	147.37'	N30°08'20"W
L8	74.41'	N42°48'55"W
L9	110.64'	S57°02'40"W
L10	622.57'	S15°40'52"E
L11	491.21'	N30°05'08"E
L12	37.11'	S34°17'15"W
L13	344.75'	N29°14'14"W

DESCRIPTION:

A parcel of land lying and situate in the Northeast Quarter of Section 7, and portions of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and portions of Sections 1, 2, and 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit and Wasatch Counties, Utah. Basis of bearing for subject parcel being South 89°04'43" West 2640.86 feet measured, between the 1¾" brass cap monument marking the Northeast Corner of said Section 7 and the BLM Aluminum Cap stamped "1994" marking the North Quarter Corner of Section 7. Subject Parcel being more particularly described as follows:

Commencing at the Northeast Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°04'43" West 1067.55 feet; Thence South 00°55'17" East 538.88 feet to a point on the extant Northerly Boundary of the Town of Hideout and the True Point of Beginning:
Thence South 67°40'02" West 288.78 feet coincident with said Town Annexation line;
Thence the following fifteen (15) courses coincident with the southwesterly right of way line of SR-248, 1) Northwesterly 285.10 feet along the arc of a 3709.27 foot radius curve to the left (center bears South 53°03'23" West) through a central angle of 04°24'14"; 2) North 65°52'29" West 259.50 feet; 3) North 48°59'43" West 698.19 feet; 4) North 56°09'40" West 749.30 feet; 5) North 45°29'05" West 190.09 feet; 6) North 34°47'12" West 145.12 feet; 7) North 44°47'17" West 540.36 feet; 8) North 36°16'14" West 487.17 feet; 9) North 24°47'53" West 969.15 feet; 10) North 30°33'16" West 389.10 feet to a point on a curve; 11) Northwesterly 226.08 feet along the arc of a 622.96 foot radius curve to the left (center bears South 44°59'44" West) through a central angle of 20°47'35"; 12) North 23°55'11" East 25.13 feet; 13) North 30°08'20" West 147.37 feet; 14) Northwesterly 137.82 feet along the arc of a 360.24 foot radius curve to the left (center bears South 48°13'34" West) through a central angle of 21°55'12"; 15) North 42°48'55" West 74.41 feet; Thence departing said right of way then running the following four (4) courses coincident with the south right of way of Jordanelle Parkway 1) South 57°02'40" West 110.64 feet to a point of curvature; 2) Southerly 212.69 feet along the arc of a 434.00 foot radius curve to the left (center bears South 32°57'20" East) through a central angle of 28°04'44"; 3) South 34°17'15" West 37.11 feet; 4) Southerly 298.39 feet along the arc of a 439.00 foot radius curve to the left (center bears South 65°51'46" East) through a central angle of 38°56'37"; Thence departing said right of way; Thence
South 76°18'12" West 128.03 feet to a point of curvature; Thence the following three (3) courses coincident with the southerly right of way line of Richardson Flat Road 1) Southerly 262.52 feet along the arc of a 265.00 foot radius curve to the left (center bears South 13°41'47" East) through a central angle of 56°45'38" to a point of tangency; 2) South 19°32'35" West 467.14 feet to a point of curvature; 3) Southerly 233.40 feet along the arc of a 500.00 foot radius curve to the right (center bears North 70°27'25" West) through a central angle of 26°44'45" to a point on the Wasatch – Summit County line; Thence running the following ten (10) courses coincident with said county line 1) South 29°14'14" East 308.34 feet; 2) South 24°40'20" East 1194.44 feet; 3) South 30°35'32" East 938.20 feet; 4) South 21°45'29" East 903.31 feet; 5) South 64°43'01" West 250.61 feet; 6) South 40°29'06" West 1093.28 feet; 7) South 30°28'33" West 600.43 feet; 8) South 76°40'10" West 493.72 feet; 9) South 81°36'20" West 1174.51 feet; 10) South 69°18'20" West 32.48 feet; Thence departing said county line North 01°10'33" West 203.05 feet coincident with the east line of Summit County Tax Parcel PP-28, (Jordanelle Parkridge, LLC) to a point on the south line of the Northeast Quarter of Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian; Thence North 89°14'18" West 836.51 feet coincident with said quarter section line to the Center Quarter Corner thereof; Thence
North 01°32'13" West 2671.79 feet coincident with the west line of said Northeast Quarter Section to the North Quarter Corner thereof; Thence North 89°27'15" West 1326.19 feet coincident with the north line of the Northwest Quarter of said Section 12 to the West Sixteenth Corner thereof; Thence the following three (3) courses coincident with the perimeter of the Northwest Sixteenth Quarter of said Section,
1) South 00°38'40" East 1332.30 feet; 2) North 89°20'25" West 1347.18 feet;
3) North 00°16'01" East 1329.35 feet to the Northwest Corner of said Section 12;
Thence North 00°37'20" East 1327.07 feet coincident with the east line of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian to the South Sixteenth Corner thereof; Thence North 89°57'56" West 188.47 feet coincident with the north line of the Southeast Sixteenth Section; Thence North 19°53'05" West 534.83 feet to a point on the south right of way line of Richardson Flats Road; Thence the following two (2) courses coincident with said right of way, 1) Easterly 107.75 feet along the arc of a 2518.90 foot radius curve to the left (center bears North 07°46'58" West) through a central angle of 02°27'03" to a point of tangency; 2) North 79°45'59" East 292.43 feet; Thence departing said right of way South 71°44'33" East 703.32 feet;
Thence South 82°35'18" East 1191.60 feet; Thence North 27°51'09" East 758.25 feet;
Thence North 01°42'06" East 102.11 feet; Thence coincident with the south right of way line of said Richardson Flat Road the following two (2) courses 1) North 79°45'59" East 985.26 feet to a point of curvature; 2) Easterly 337.07 feet along the arc of a 523.70 foot radius curve to the right (center bears South 01°14'01" East) through a central angle of 36°52'39"; Thence departing said right of way North 00°00'57" East 215.87 feet to a point on the north line of the Southeast Quarter of Section 1, Township 2 South, Range 4 East, Salt Lake and Meridian; Thence
North 89°47'09" West 503.66 feet coincident with said Quarter line; Thence departing said quarter section line North 36°48'55" East 401.78 feet; Thence
North 32°32'16" West 1841.78 feet to a point on the south right of way line of SR-248; Thence South 81°35'44" East 462.79 feet coincident with said right of way line; Thence North 08°32'19" East 409.90 feet to the north right of way line of said SR-248; Thence the following six (6) courses coincident with said right of way line 1) North 81°30'35" West 303.73 feet; 2) South 87°15'38" West 407.65 feet; 3) North 81°28'00" West 1223.65 feet to a point on a 5579.56 foot radius curve; 4) Westerly 268.80 feet along the arc said 5579.56 foot radius curve to the right (center bears North 08°31'57" East) through a central angle of 02°45'37" to a point of tangency; 5) North 66°56'17" West 246.50 feet to a point on a 5534.58 foot radius curve; 6) Westerly 354.00 feet along the arc said 5534.58 foot radius curve to the right (center bears North 13°44'15" East) through a central angle of 03°39'53" to a point on the west line of said Section 1; Thence departing said right of way
North 00°37'20" East 4.53 feet to the Northwest Corner of said Section 1; Thence the following two (2) courses coincident with the north line of said Section, 1)
South 89°28'26" East 2666.21 feet to the North Quarter Corner thereof; 2)
South 89°56'55" East 1874.61 feet to a point on the Summit-Wasatch County Line;
Thence South 03°34'52" East 533.65 feet coincident with said County Line to a point on the northerly right of way line of said SR-248; Thence the following twelve (12) courses along said northeasterly right of way, 1) Easterly 700.12 feet along the arc of a 2139.86 foot radius curve to the right (center bears South 10°50'06" West) through a central angle of 18°44'46"; 2) South 48°19'37" East 174.88 feet to a point on the arc of a 2109.86 foot radius curve; 3) Easterly 1179.44 feet along the arc said 2109.86 foot radius curve to the right (center bears South 34°14'05" West) through a central angle of 32°01'45"; 4) South 40°54'27" East 507.36 feet to a point on a the arc of a 11692.72 foot radius curve; 5) Easterly 876.51 feet along the arc said 11692.72 foot radius curve to the right (center bears South 56°21'02" West) through a central angle of 04°17'42"; 6) South 29°24'29" East 736.57 feet; 7)
South 45°01'54" East 545.96 feet; 8) South 49°49'59" East 514.43 feet; 9)
South 35°50'56" East 510.25 feet; 10) South 56°09'39" East 270.75 feet to a point of curvature; 11) Easterly 768.25 feet along the arc of a 3989.72 foot radius curve to the right (center bears South 33°50'20" West) through a central angle of 11°01'58" to a point on the arc of a 3567.39 foot radius curve; 12) Easterly 643.88 feet along the arc of said 3567.39 foot radius curve to the right (center bears South 44°35'54" West) through a central angle of 10°20'29" to the point of beginning.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING WASATCH COUNTY PARCELS ABUTTING SR-248:
Jordanelle Parkway, Parks Edge Subdivision, The Retreat at Jordanelle Parcel D, Wasatch Springs Phase 2, Iroquois Phase 2 Amended, Iroquois Phase 3 Amended, Iroquois Phase 4 Amended, Jovid Mark Subdivision and Deer Canyon Preserve.

AND LESS AND EXCEPTING THEREFROM: All of Lots 2 through 6 and Parcel A of Iroquois Phase 4 Amended.

SUMMIT COUNTY RECORDER

ENTRY NUMBER _____

FEE PAID _____
FILED FOR RECORD AND RECORDED THIS

DAY OF_____ 2020, IN BOOK_____, AT PAGE_____OF THE OFFICIAL RECORDS.

_____
SUMMIT COUNTY RECORDER

PROFESSIONAL LAND SURVEYOR Daniel E. Hawkes 356548 LICENSED STATE OF UTAH 09-06-20

DATE PLOT DATE:	09-06-20
SCALE	1"=600'
PROJECT NUMBER	1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-87-B-X, SS-125, SS-125-C, PP-28-1, PP-28-A AND PORTIONS OF TAX PARCELS SS-86, SS-87, SS-88

LYING AND SITUATE IN THE SECTIONS 1, 2, 6, 7 & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

Boundary Consultants
Professional Land Surveyors
5554 West 2425 North, Hooper, Utah
801-792-1569
dave@boundaryconsultants.biz

DESIGNED	DEH
DRAFTED	DEH
CHECKED	MGD

SHEET 2 OF 2

PRE-ANNEXATION AGREEMENT

N Brockbank Investments, LLC or assigns ("Brockbank") and the Town of Hideout ("Town") hereby enter into this Pre-Annexation Agreement ("Agreement") as more fully specified below. The Town and Brockbank are each a "Party" to this Agreement, together they are the "Parties" hereto.

RECITALS

WHEREAS, Brockbank owns or has the right to purchase, to the extent there are any properties where the option has not yet been executed, approximately 655 acres of properties, Tax ID Nos. SS-87-B-X, SS-125, SS-125-C, PP-28-A and portions of SS-86, SS-87 and SS-88 ("the Properties"), as more particularly described on Exhibit A hereto, that are not currently within the boundaries of the Town;

WHEREAS, the Town is considering initiating an annexation that would include the Properties;

WHEREAS, Brockbank does not intend to file a petition for annexation, but is willing to consent to, or obtain the required consents for, the Town's proposed annexation;

WHEREAS, if the Properties are annexed into the Town, Brockbank proposes to develop the Properties, under the Town's jurisdiction, into a master planned community as conceptually illustrated on Exhibit B hereto which is intended to be named "Hideout West";

WHEREAS, Brockbank acknowledges that the Town's planning and engineering staff will be an integral part of designing and implementing the plan for Hideout West;

WHEREAS, Brockbank acknowledges that in order for the Town to consider initiating an annexation, the Town must assure itself that the annexation of the Properties and any development of Hideout West will not create any financial burdens on the existing and planned residents of the Town or on the municipal government of the Town;

WHEREAS, in addition to providing consent for the Town's annexation of the Properties, Brockbank is willing to negotiate an Annexation and Master Development Agreement ("AMDA") with the Town which will specify the terms specific to the annexation of the Properties into Hideout and the development of Hideout West; and

WHEREAS, the Town Council of the Town of Hideout ("Town Council") considered this Agreement at a public meeting on September 8, 2020 and voted to approve this Agreement and authorize the Mayor of the Town of Hideout ("Mayor"), to finalize and execute the same on behalf of the Town to the extent there are any revisions that have to be made after approval by the Town Council., and to take all of the steps necessary to implement this Agreement.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises,

and for other good and valuable consideration, Brockbank and the Town agree to the following:

TERMS

1. Recitals Incorporated. The foregoing recitals are incorporated into, and made part of, the Parties' agreement.

2. Town's Investigations. The Town will take the measures deemed by the Mayor to be necessary and appropriate in determining whether the proposed annexation of the Properties will be beneficial to the Town. Without limitation, the Town's investigations may involve communications with Wasatch County, Summit County, the Military Installation Development Authority ("MIDA"), and other governmental entities.

3. Process. In connection with the Mayor's investigations of whether the annexation of the Properties will benefit the Town, the Town's legislative body ("Town Council") may, after complying will all required processes and notices, pass a resolution under Utah Code § 10-2-418(6)(a) indicating the Town Council's intent to annex the Properties. The Mayor may continue investigations regarding the benefits of annexing the Properties even if the Town Council adopts such a resolution and continues to follow the statutory annexation process. The Town Council's approval of this Agreement shall not be deemed approval of a resolution under Utah Code § 10-2-418(6)(a).

4. Legislative Discretion. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), the Town Council may thereafter hold a hearing at which the Town Council may approve the annexation. The Parties acknowledge that the Town Council will not hold a hearing to approve the annexation unless the Parties have agreed to the terms and conditions of an Annexation Master Development Agreement ("AMDA"). Further, the Parties agree that the Town Council has legislative discretion regarding whether to approve the annexation and this Agreement does not purport to bind that discretion. This Agreement does not purport to create any commitment, representation, or warranty that the Town Council will pass a resolution under Utah Code § 10-2-418(6)(a) or ordinance under Utah Code § 10-2-418(9) or that any proposed annexation of the Properties into the Town's municipal boundaries will be successful.

5. Zoning. If the Properties are annexed into the Town, the Town will designate zoning for the Properties as approved by the Town Council. The Parties anticipate that the Town Council will approve zoning which will allow Brockbank to develop Hideout West as generally contemplated in an AMDA. The concept plan contemplated on Exhibit B is non-binding, and this Agreement does not guaranty a specific zone for the Properties or specific density for the Properties and does not bind the future legislative discretion of the Town Council. Brockbank and the Town intend that both Parties will act in good faith concerning the annexation and development of the Properties and the negotiation of an AMDA.

6. Design. The Parties contemplate that any AMDA for Hideout West identify proposed densities, uses, and other matters essential for development of the Properties. The AMDA will provide for input from the Town's Planning Commission and Town Council with

respect to the design for Hideout West. Further, the Parties intend that the AMDA will contain provisions identifying the Town's ongoing ability to have oversight input in the design of Hideout West as it evolves over time based on market and other forces. The Parties contemplate that this ongoing oversight will be implemented with some degree of flexibility with respect to the design, and would allow Brockbank to make certain changes within specified and agreed-upon parameters as a matter of right but allow the Town to retain control with respect to any proposed changes that may exceed the agreed-upon parameters.

7. No Representations or Warranties. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), then the Town will thereafter follow the statutory process for the annexation of the Properties so that the Town can consider the annexation. However, the Town makes no commitment, representation, or warranty regarding the timing of the annexation process, whether the Town Council will adopt a resolution under Utah Code § 10-2-418(6)(a), or an ordinance under Utah Code § 10-2-418(9), whether the Town Council will thereafter vote to approve the annexation, whether the annexation process will be challenged by third-parties, or whether any such challenge will be successful.

8. Consent. Brockbank shall consent to the Town's annexation of the Properties, or shall obtain the consent of the fee owners of the Properties. The Parties understand that the annexation is subject to the Parties entering into a mutually acceptable AMDA.

9. Approval of AMDA. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), the Town and Brockbank will both work cooperatively to negotiate a mutually agreeable AMDA and present the same to the Town Council for consideration.

10. Public Infrastructure. Brockbank and the Town intend that the public infrastructure in Hideout West will be completed using one or a combination of the following mechanisms: Assessment Areas, Public Infrastructure District(s), and/or Impact Fees (consisting of service areas separate from the remainder of the Town). The Parties agree that no modification of any existing or future impact fees facility plan related to areas not including the Properties will be made in connection with the construction of infrastructure for the Properties. Further, the operation and maintenance of any such public infrastructure in Hideout West is intended to be financed in such a way as to not impose a burden on the remainder of the residents or property owners within the Town.

11. Town Costs. Brockbank shall pay all reasonable and actual costs incurred by the Town in evaluating and pursuing the annexation, creating the final concept plan and drafting/negotiating the AMDA. These costs shall include, but are not limited to, attorney's fees, planning/engineering/financing consultants, noticing fees and all other costs reasonably related to implementing the purposes of this Agreement. Brockbank shall pay all such costs to the Town within thirty (30) days after receiving a monthly invoice from the Town together with such supporting documentation as may reasonably be required. Brockbank also agrees to indemnify and hold the Town and its employees, officers, elected officials, representatives, and other agents harmless from and against any claims, costs, damages, expenses, injuries, lawsuits, liabilities, or other losses (including court costs and attorney's fees) incurred by, or asserted against, the Town or its employees, officers, elected officials, representatives, and other agents as a result of, or in

any way relating to, the Town taking any action pertaining to the annexation of the Properties. Without in any way limiting the foregoing, and by way of example only, the foregoing indemnification provision shall apply to costs incurred by the Town in connection with the defense of any challenge to the Town's adoption of an ordinance annexing the Properties or any challenge to the Town taking action in furtherance thereof.

12. Term. If the Town Council has not voted to approve the annexation of the Properties into the Town with a mutually acceptable AMDA by December 31, 2020 then either Party may terminate this Agreement except that any obligations of Brockbank to make any payments incurring or arising under the preceding Section before December 31, 2020 shall survive the termination.

13. Default. If either Party defaults in the performance of its obligations hereunder, which default is not cured within fifteen (15) days after receiving written notice, then in connection with litigation which may be commenced, the non-breaching Party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such non breaching Party in connection with such proceeding, including reasonable attorney's fees. Nothing in this Agreement shall be deemed to waive or modify any of the protections of the Governmental Immunity Act of Utah.

14. Successors. The obligations of the Parties set forth herein shall be binding on the Parties and their successors and assigns, provided that Brockbank may not assign the obligations hereunder without the Town's written consent except to a person or entity that acquires the Properties. Except for the foregoing, this Agreement shall not create any rights in and/or obligations to any person or parties other than the Parties

Dated this ___ day of September, 2020

Town of Hideout

By: _____
Hon. Phil Rubin, Mayor

N Brockbank Investments, LLC

By: _____
Its Manager

Attest:

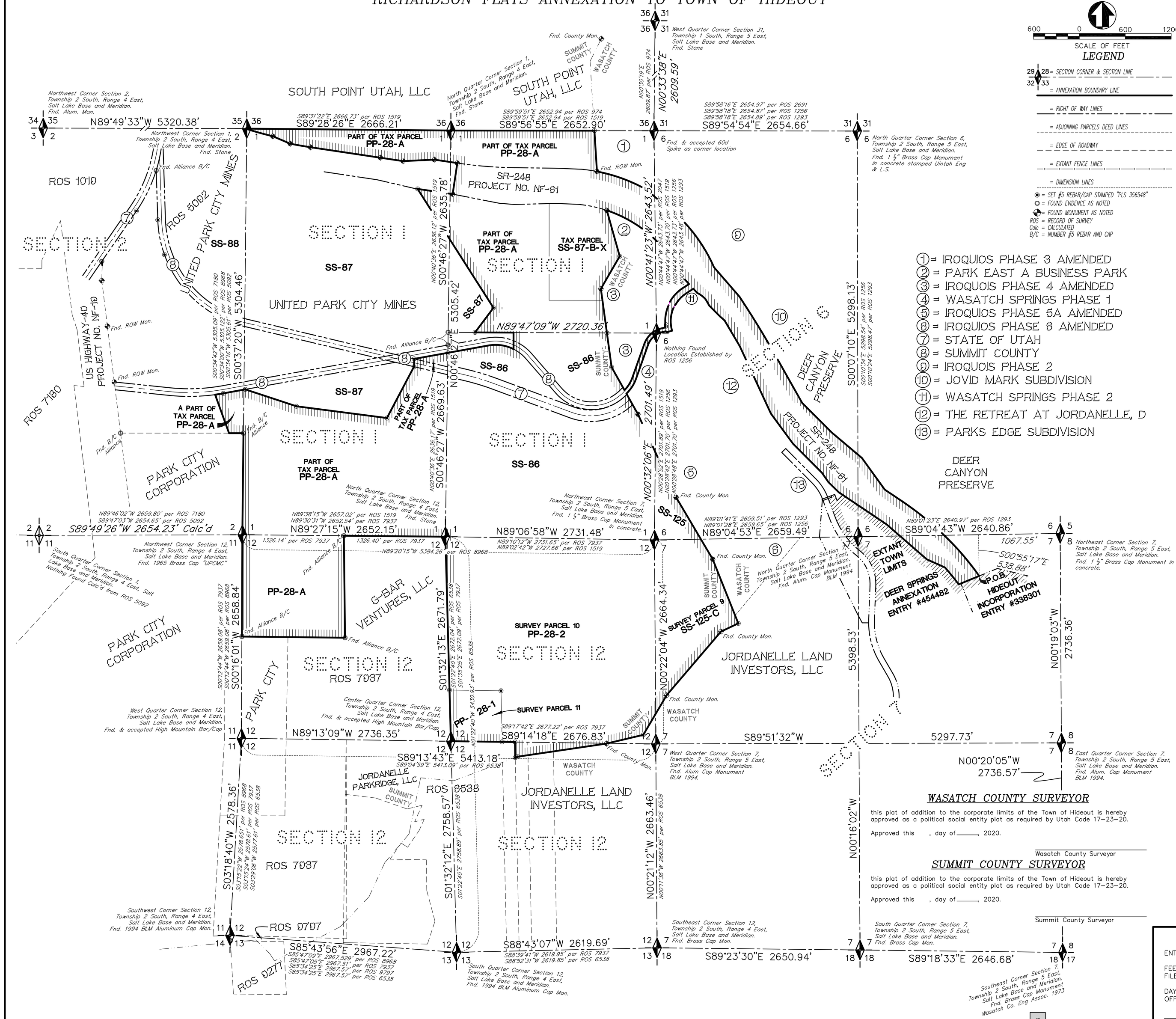
_____
Town Clerk

Approved as to Form:

_____
Town Attorney

EXHIBIT A
(Description of the Properties)

RICHARDSON FLATS ANNEXATION TO TOWN OF HIDEOUT



600 0 600 1200
SCALE OF FEET

LEGEND

- 29 28 32 33 = SECTION CORNER & SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = RIGHT OF WAY LINES
- = ADJOINING PARCELS DEED LINES
- = EDGE OF ROADWAY
- = EXTANT FENCE LINES
- = DIMENSION LINES
- = SET #5 REBAR/CAP STAMPED "PLS 356548"
- = FOUND EVIDENCE AS NOTED
- = FOUND MONUMENT AS NOTED

ROS = RECORD OF SURVEY
Calc = CALCULATED
B/C = NUMBER #5 REBAR AND CAP

1. = IROQUIOS PHASE 3 AMENDED
2. = PARK EAST A BUSINESS PARK
3. = IROQUOIS PHASE 4 AMENDED
4. = WASATCH SPRINGS PHASE 1
5. = IROQUIOS PHASE 5A AMENDED
6. = IROQUIOS PHASE 6 AMENDED
7. = STATE OF UTAH
8. = SUMMIT COUNTY
9. = IROQUOIS PHASE 2
10. = JOVID MARK SUBDIVISION
11. = WASATCH SPRINGS PHASE 2
12. = THE RETREAT AT JORDANELLE, D
13. = PARKS EDGE SUBDIVISION

SURVEYORS CERTIFICATE

I, David E. Hawkes do hereby certify that I am a Professional Land surveyor, and that I hold certificate Number 356548 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of the RICHARDSON FLAT ANNEXATION TO THE TOWN OF HIDEOUT, is a true and accurate representation of data compiled from a survey made by Boundary Consultants, filed as Record of Survey Number 3459 with the Wasatch County Surveyor's Office and Record of Survey Number S0010183 filed with the Summit County Surveyor/Recorder, and records on file with the Wasatch County and Summit County Recorders Offices, and in accordance with Section 17-23-20 of the Utah State Code.

NARRATIVE:

Boundary Consultants was retained by Western States Ventures to prepare an Annexation Plat of the Subject Parcel for Annexation in to the Town of Hideout, Wasatch County, Utah.

This Plat has been created from a Record of Survey preformed by Boundary Consultants and certified by David E. Hawkes, filed in the offices of the Wasatch and Summit County Surveyors.

The stem portion of this plat which connects the Summit County Parcels to the extant Hideout Town boundary is intended to run coincident with or, along in some areas, the right of way lines of SR-248, the Jordanelle Parkway and that portion of Richrdson Flat Road (F.A.P. 93-B) lying and situate in Wasatch County. For example, at the junction with Brown's Canyon Road where the center line of the SR-248 is in a spiral curve, the westerly curve defining the northerly right of way was extended through the intersection.

This survey was carried out using a Trimble R8S GPS System, with ground distances being determined by the Utah VRS System and no calibration. Basis of Bearing for this survey is NORTH as determined by said VRS.

All Section Corners depicted hereon have been found and measured. The depicted Center Quarter Corner of Section 1 is a found bar and cap stamped "Alliance" which falls on the North-South Center Quarter Section Line. We did not find a filed Record of Survey that depicts how that corner was set but we are honoring it as the Center Quarter Corner.

The Wasatch County – Summit County Line forms the Easterly and Southerly perimeter boundary of the subject parcels. A number of County Monuments were found, as shown hereon, with those areas where no monumentation was found being proportioned between found monuments. The retracement of the County Line was done with the found monuments depicted hereon and that particular Recorder's Plat of the Wasatch/Summit County Line filed as Entry 12/5/1936 in the Office of the Summit County Recorder.

OWNER'S AFFIDAVIT

The undersigned owner(s) of the hereon described tract of land, having caused the same to be annexed to the Town of Hideout.

Signed this____, day of_____, 2020.

NB 248 LLC, a Delaware Limited Liability Company
By: Nathan A. Brockbank, Manager

Stiching Mayflower Mountain Fonds, a Netherlands association
By: Stichting Beheer Mayflower Project, its Manager
By: Craig C. Coburn, Attorney-in-Fact/Agent

Stiching Mayflower Recreational Fonds, a Netherlands association
By: Stichting Beheer Mayflower Project, its Manager
By: Craig C. Coburn, Attorney-in-Fact/Agent

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the _____ day of _____, 2020, personally appeared before me Nathan A. Brockbank who acknowledged himself to be the Manager of NB 248 LLC, a Delaware limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public My Commission Expires

ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF

On the _____ day of _____, 2020, personally appeared before me Craig C. Coburn who acknowledged himself to be the Attorney-in-Fact/Agent of Stichting Beheer Mayflower Project, Manager of Stichting Mayflower Mountian Fonds and Stichting Mayflower Recreational Fonds and that he, as such Attorney-in-Fact/Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public My Commission Expires

WASATCH COUNTY SURVEYOR

this plat of addition to the corporate limits of the Town of Hideout is hereby approved as a political social entity plat as required by Utah Code 17-23-20.

Approved this , day of_____, 2020.

Wasatch County Surveyor

SUMMIT COUNTY SURVEYOR

this plat of addition to the corporate limits of the Town of Hideout is hereby approved as a political social entity plat as required by Utah Code 17-23-20.

Approved this , day of_____, 2020.

Summit County Surveyor

TOWN OF HIDEOUT ACCEPTANCE

I hereby certify that this plat of addition to the corporate limits of the Town of Hideout was accepted by the Mayor and the City Council of Hideout, Wasatch County, Utah, by an ordinance passed on the____, day of_____, 2020.

In witness whereof I hereby unto set my hand and affix the corporate seal of the Town of Hideout.

Approved this____, day of_____, 2020.

Mayor City Recorder

SUMMIT COUNTY RECORDER

ENTRY NUMBER _____

FEE PAID _____
FILED FOR RECORD AND RECORDED THIS

DAY OF_____ 2020, IN BOOK_____, AT PAGE_____OF THE OFFICIAL RECORDS.

SUMMIT COUNTY RECORDER

David E. Hawkes
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 356548
STATE OF UTAH
09/06/20

DATE PLOT DATE: 09-06-20
SCALE 1"=600'
PROJECT NUMBER 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-87-B-X, SS-125, SS-125-C, PP-28-1, PP-28-A AND PORTIONS OF TAX PARCELS SS-86, SS-87, SS-88

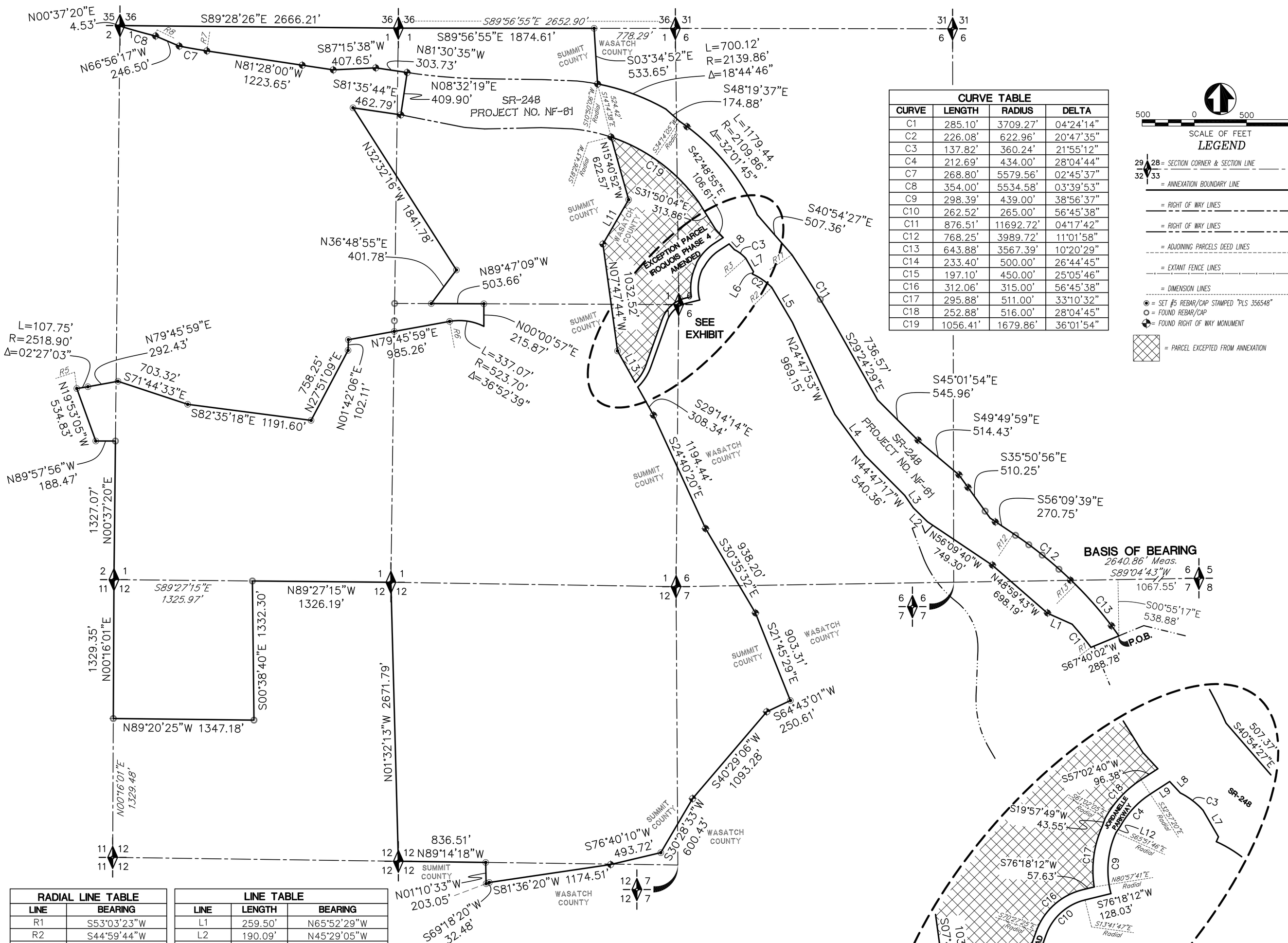
LYING AND SITUATE IN THE SECTIONS 1, 2, 6, 7 & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

Boundary Consultants
Professional Land Surveyors
5554 West 2425 North, Hooper, Utah
801-792-1569
dave@boundaryconsultants.biz

DESIGNED DEH
DRAFTED DEH
CHECKED MGD

SHEET 1 OF 2

RICHARDSON FLATS ANNEXATION TO TOWN OF HIDEOUT

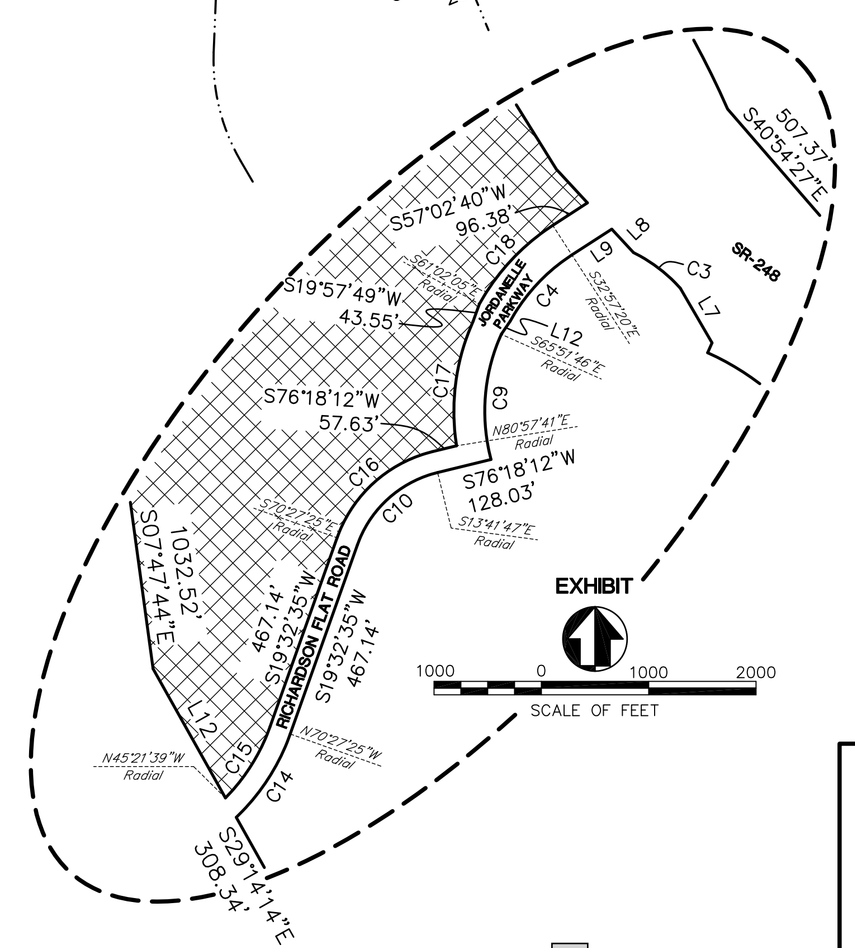


CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	285.10'	3709.27'	04°24'14"
C2	226.08'	622.96'	20°47'35"
C3	137.82'	360.24'	21°55'12"
C4	212.69'	434.00'	28°04'44"
C7	268.80'	5579.56'	02°45'37"
C8	354.00'	5534.58'	03°39'53"
C9	298.39'	439.00'	38°56'37"
C10	262.52'	265.00'	56°45'38"
C11	876.51'	11692.72'	04°17'42"
C12	768.25'	3989.72'	11°01'58"
C13	643.88'	3567.39'	10°20'29"
C14	233.40'	500.00'	26°44'45"
C15	197.10'	450.00'	25°05'46"
C16	312.06'	315.00'	56°45'38"
C17	295.88'	511.00'	33°10'32"
C18	252.88'	516.00'	28°04'45"
C19	1056.41'	1679.86'	36°01'54"

SCALE OF FEET
500 0 500 1000

LEGEND

- 29 28 32 33 = SECTION CORNER & SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = RIGHT OF WAY LINES
- = RIGHT OF WAY LINES
- = ADJOINING PARCELS DEED LINES
- = EXTANT FENCE LINES
- = DIMENSION LINES
- = SET #5 REBAR/CAP STAMPED "PLS 356548"
- = FOUND REBAR/CAP
- = FOUND RIGHT OF WAY MONUMENT
- = PARCEL EXCEPTED FROM ANNEXATION



RADIAL LINE TABLE	
LINE	BEARING
R1	S53°03'23"W
R2	S44°59'44"W
R3	S48°13'34"W
R4	S54°33'35"W
R5	N07°46'58"W
R6	S10°14'01"E
R7	N08°31'57"E
R8	N13°44'15"E
R9	S10°49'26"W
R10	S34°14'05"W
R11	S56°21'02"W
R12	S33°50'20"W
R13	S44°35'54"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	259.50'	N65°52'29"W
L2	190.09'	N45°29'05"W
L3	145.12'	N34°47'12"W
L4	487.17'	N36°16'14"W
L5	389.10'	N30°33'16"W
L6	25.13'	N23°55'11"E
L7	147.37'	N30°08'20"W
L8	74.41'	N42°48'55"W
L9	110.64'	S57°02'40"W
L10	622.57'	S15°40'52"E
L11	491.21'	N30°05'08"E
L12	37.11'	S34°17'15"W
L13	344.75'	N29°14'14"W

DESCRIPTION:

A parcel of land lying and situate in the Northeast Quarter of Section 7, and portions of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and portions of Sections 1, 2, and 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit and Wasatch Counties, Utah. Basis of bearing for subject parcel being South 89°04'43" West 2640.86 feet measured, between the 1⅜" brass cap monument marking the Northeast Corner of said Section 7 and the BLM Aluminum Cap stamped "1994" marking the North Quarter Corner of Section 7. Subject Parcel being more particularly described as follows:

Commencing at the Northeast Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°04'43" West 1067.55 feet; Thence South 00°55'17" East 538.88 feet to a point on the extant Northerly Boundary of the Town of Hideout and the True Point of Beginning:
Thence South 67°40'02" West 288.78 feet coincident with said Town Annexation line;
Thence the following fifteen (15) courses coincident with the southwesterly right of way line of SR–248, 1) Northwesterly 285.10 feet along the arc of a 3709.27 foot radius curve to the left (center bears South 53°03'23" West) through a central angle of 04°24'14"; 2) North 65°52'29" West 259.50 feet; 3) North 48°59'43" West 698.19 feet; 4) North 56°09'40" West 749.30 feet; 5) North 45°29'05" West 190.09 feet; 6) North 34°47'12" West 145.12 feet; 7) North 44°47'17" West 540.36 feet; 8) North 36°16'14" West 487.17 feet; 9) North 24°47'53" West 969.15 feet; 10) North 30°33'16" West 389.10 feet to a point on a curve; 11) Northwesterly 226.08 feet along the arc of a 622.96 foot radius curve to the left (center bears South 44°59'44" West) through a central angle of 20°47'35"; 12) North 23°55'11" East 25.13 feet; 13) North 30°08'20" West 147.37 feet; 14) Northwesterly 137.82 feet along the arc of a 360.24 foot radius curve to the left (center bears South 48°13'34" West) through a central angle of 21°55'12"; 15) North 42°48'55" West 74.41 feet; Thence departing said right of way then running the following four (4) courses coincident with the south right of way of Jordanelle Parkway 1) South 57°02'40" West 110.64 feet to a point of curvature; 2) Southerly 212.69 feet along the arc of a 434.00 foot radius curve to the left (center bears South 32°57'20" East) through a central angle of 28°04'44"; 3) South 34°17'15" West 37.11 feet; 4) Southerly 298.39 feet along the arc of a 439.00 foot radius curve to the left (center bears South 65°51'46" East) through a central angle of 38°56'37"; Thence departing said right of way; Thence
South 76°18'12" West 128.03 feet to a point of curvature; Thence the following three (3) courses coincident with the southerly right of way line of Richardson Flat Road 1) Southerly 262.52 feet along the arc of a 265.00 foot radius curve to the left (center bears South 13°41'47" East) through a central angle of 56°45'38" to a point of tangency; 2) South 19°32'35" West 467.14 feet to a point of curvature; 3) Southerly 233.40 feet along the arc of a 500.00 foot radius curve to the right (center bears North 70°27'25" West) through a central angle of 26°44'45" to a point on the Wasatch – Summit County line; Thence running the following ten (10) courses coincident with said county line 1) South 29°14'14" East 308.34 feet; 2) South 24°40'20" East 1194.44 feet; 3) South 30°35'32" East 938.20 feet; 4) South 21°45'29" East 903.31 feet; 5) South 64°43'01" West 250.61 feet; 6) South 40°29'06" West 1093.28 feet; 7) South 30°28'33" West 600.43 feet; 8) South 76°40'10" West 493.72 feet; 9) South 81°36'20" West 1174.51 feet; 10) South 69°18'20" West 32.48 feet; Thence departing said county line North 01°10'33" West 203.05 feet coincident with the east line of Summit County Tax Parcel PP–28, (Jordanelle Parkridge, LLC) to a point on the south line of the Northeast Quarter of Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian; Thence North 89°14'18" West 836.51 feet coincident with said quarter section line to the Center Quarter Corner thereof; Thence
North 01°32'13" West 2671.79 feet coincident with the west line of said Northeast Quarter Section to the North Quarter Corner thereof; Thence North 89°27'15" West 1326.19 feet coincident with the north line of the Northwest Quarter of said Section 12 to the West Sixteenth Corner thereof; Thence the following three (3) courses coincident with the perimeter of the Northwest Sixteenth Quarter of said Section,
1) South 00°38'40" East 1332.30 feet; 2) North 89°20'25" West 1347.18 feet;
3) North 00°16'01" East 1329.35 feet to the Northwest Corner of said Section 12;
Thence North 00°37'20" East 1327.07 feet coincident with the east line of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian to the South Sixteenth Corner thereof; Thence North 89°57'56" West 188.47 feet coincident with the north line of the Southeast Sixteenth Section; Thence North 19°53'05" West 534.83 feet to a point on the south right of way line of Richardson Flats Road; Thence the following two (2) courses coincident with said right of way, 1) Easterly 107.75 feet along the arc of a 2518.90 foot radius curve to the left (center bears North 07°46'58" West) through a central angle of 02°27'03" to a point of tangency; 2) North 79°45'59" East 292.43 feet; Thence departing said right of way South 71°44'33" East 703.32 feet;
Thence South 82°35'18" East 1191.60 feet; Thence North 27°51'09" East 758.25 feet;
Thence North 01°42'06" East 102.11 feet; Thence coincident with the south right of way line of said Richardson Flat Road the following two (2) courses 1) North 79°45'59" East 985.26 feet to a point of curvature; 2) Easterly 337.07 feet along the arc of a 523.70 foot radius curve to the right (center bears South 01°14'01" East) through a central angle of 36°52'39"; Thence departing said right of way North 00°00'57" East 215.87 feet to a point on the north line of the Southeast Quarter of Section 1, Township 2 South, Range 4 East, Salt Lake and Meridian; Thence
North 89°47'09" West 503.66 feet coincident with said Quarter line; Thence departing said quarter section line North 36°48'55" East 401.78 feet; Thence
North 32°32'16" West 1841.78 feet to a point on the south right of way line of SR–248; Thence South 81°35'44" East 462.79 feet coincident with said right of way line; Thence North 08°32'19" East 409.90 feet to the north right of way line of said SR–248; Thence the following six (6) courses coincident with said right of way line 1) North 81°30'35" West 303.73 feet; 2) South 87°15'38" West 407.65 feet; 3) North 81°28'00" West 1223.65 feet to a point on a 5579.56 foot radius curve; 4) Westerly 268.80 feet along the arc said 5579.56 foot radius curve to the right (center bears North 08°31'57" East) through a central angle of 02°45'37" to a point of tangency; 5) North 66°56'17" West 246.50 feet to a point on a 5534.58 foot radius curve; 6) Westerly 354.00 feet along the arc said 5534.58 foot radius curve to the right (center bears North 13°44'15" East) through a central angle of 03°39'53" to a point on the west line of said Section 1; Thence departing said right of way
North 00°37'20" East 4.53 feet to the Northwest Corner of said Section 1; Thence the following two (2) courses coincident with the north line of said Section, 1)
South 89°28'26" East 2666.21 feet to the North Quarter Corner thereof; 2)
South 89°56'55" East 1874.61 feet to a point on the Summit–Wasatch County Line;
Thence South 03°34'52" East 533.65 feet coincident with said County Line to a point on the northerly right of way line of said SR–248; Thence the following twelve (12) courses along said northeasterly right of way, 1) Easterly 700.12 feet along the arc of a 2139.86 foot radius curve to the right (center bears South 10°50'06" West) through a central angle of 18°44'46"; 2) South 48°19'37" East 174.88 feet to a point on the arc of a 2109.86 foot radius curve; 3) Easterly 1179.44 feet along the arc said 2109.86 foot radius curve to the right (center bears South 34°14'05" West) through a central angle of 32°01'45"; 4) South 40°54'27" East 507.36 feet to a point on a the arc of a 11692.72 foot radius curve; 5) Easterly 876.51 feet along the arc said 11692.72 foot radius curve to the right (center bears South 56°21'02" West) through a central angle of 04°17'42"; 6) South 29°24'29" East 736.57 feet; 7)
South 45°01'54" East 545.96 feet; 8) South 49°49'59" East 514.43 feet; 9)
South 35°50'56" East 510.25 feet; 10) South 56°09'39" East 270.75 feet to a point of curvature; 11) Easterly 768.25 feet along the arc of a 3989.72 foot radius curve to the right (center bears South 33°50'20" West) through a central angle of 11°01'58" to a point on the arc of a 3567.39 foot radius curve; 12) Easterly 643.88 feet along the arc of said 3567.39 foot radius curve to the right (center bears South 44°35'54" West) through a central angle of 10°20'29" to the point of beginning.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING WASATCH COUNTY PARCELS ABUTTING SR–248:
Jordanelle Parkway, Parks Edge Subdivision, The Retreat at Jordanelle Parcel D, Wasatch Springs Phase 2, Iroquois Phase 2 Amended, Iroquois Phase 3 Amended, Iroquois Phase 4 Amended, Jovid Mark Subdivision and Deer Canyon Preserve.

AND LESS AND EXCEPTING THEREFROM: All of Lots 2 through 6 and Parcel A of Iroquois Phase 4 Amended.

SUMMIT COUNTY RECORDER

ENTRY NUMBER _____

FEE PAID _____
FILED FOR RECORD AND RECORDED THIS

DAY OF_____ 2020, IN BOOK_____, AT PAGE_____OF THE OFFICIAL RECORDS.

_____
SUMMIT COUNTY RECORDER

PROFESSIONAL LAND SURVEYOR David E. Hooper LICENSE NO. 356548 STATE OF UTAH

DATE: PLOT DATE: 09–06–20	SCALE 1"=600'	PROJECT NUMBER 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS–87–B–X, SS–125, SS–125–C, PP–28–1, PP–28–A AND PORTIONS OF TAX PARCELS SS–86, SS–87, SS–88

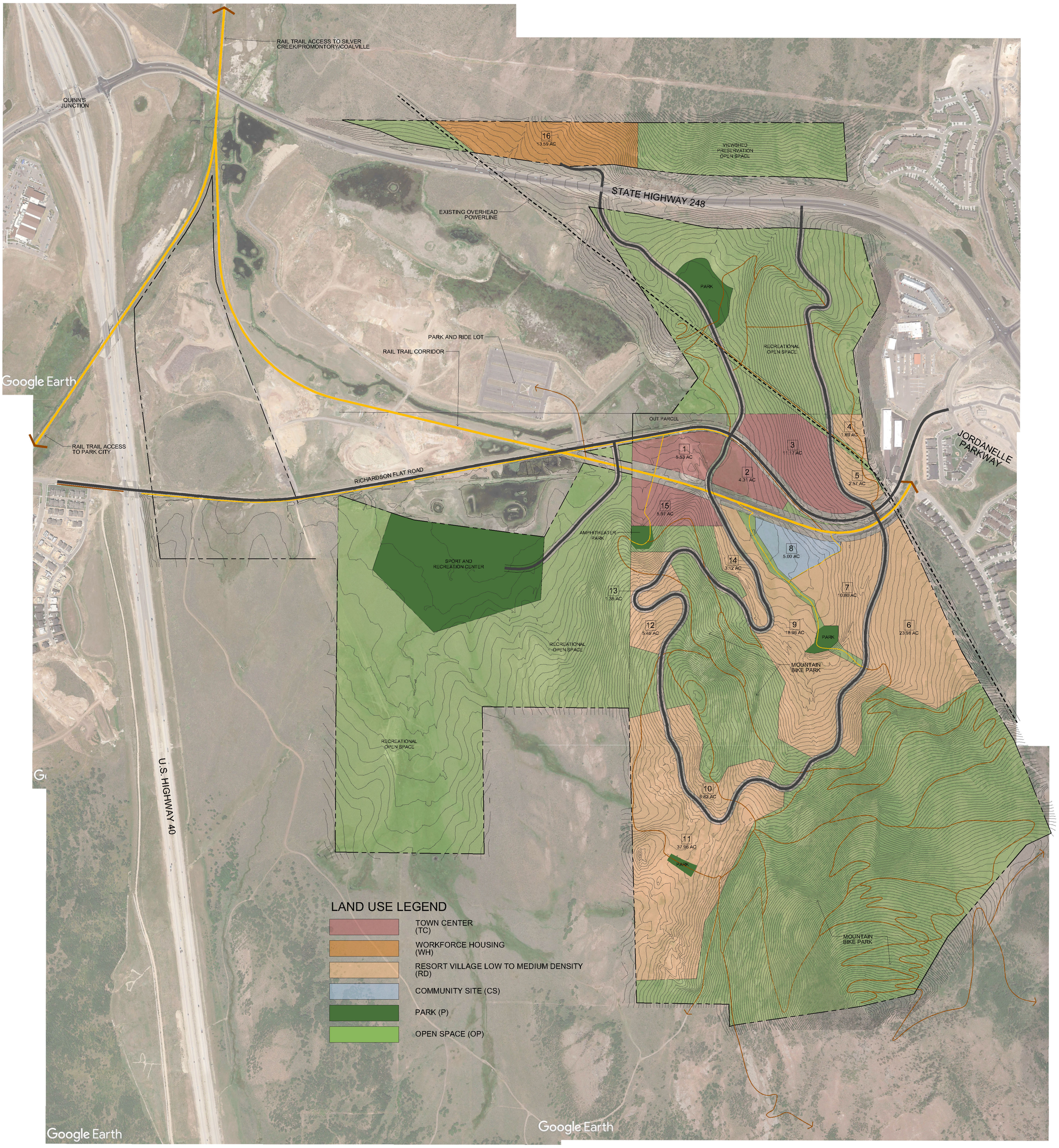
LYING AND SITUATE IN THE SECTIONS 1, 2, 6, 7 & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

Boundary Consultants
Professional Land Surveyors
5554 West 2425 North, Hooper, Utah
801–792–1569
dave@boundaryconsultants.biz

DESIGNED	DRAFTED	CHECKED
DEH	DEH	MGD

SHEET 2 OF 2

<u>EXHIBIT B</u>
(Current Concept Plan)



RICHARDSON

COMMUNITY LAND USE PLAN

SEPTEMBER 2020

N

0 150 300 600 900

SCALE: 1"=300'

LANGVARDT DESIGN GROUP
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SALT LAKE CITY
PLANNING & LANDSCAPE ARCHITECTURE