HIDEOUT, UTAH TOWN COUNCIL SPECIAL MEETING
October 16, 2020
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 Friday, October 16, 2020.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's October 15, 2020 determination letter (attached).

This meeting may be viewed via YouTube Live Stream at:

YouTube.com: https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w

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Special Meeting
7:00 PM

I. Call to Order and Reading of Mayor Rubin's No Anchor Site Determination Letter

   1. Mayor Rubin's No Anchor Site Determination Letter

II. Roll Call

III. Agenda Items

   1. Continued Discussion and Possible Action on Ordinance 20-XX AN ORDINANCE ANNEXING the Silver Meadows annexation the land which is described in Exhibit A.

   2. Continued Discussion and Possible Action on authorizing the mayor to enter into an Annexation and Master Development Agreement pertaining to the Silver Meadows Annexation.

IV. 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 10/15/2020

October 15, 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 over 13% of those tested since September 15, 2020. The seven-day average of cases has been over 920 since September 15, 2020. COVID-19 patients in Utah hospitals has been significant during the same time period.

This meeting will not have a physical anchor location. All participants will connect remotely. All public meetings are available via YouTube Live Stream. The Live Stream link will be noticed on each agenda.

Additionally, public comments may be emailed to hideoututah@hideoututah.gov.

This determination will expire in 30 days on November 14, 2020.

BY:

Phil Rubin, Mayor

ATTEST:

Alicia Fairbourne, Town Clerk

TOWN OF HIDEOUT CORPORATE Seal WASATCH COUNTY, UTAH

TOWN OF HIDEOUT, UTAH

Ordinance No. 2020-_____

AN ORDINANCE ANNEXING THE SILVER MEADOWS ANNEXATION OF APPROXIMATELY 350 ACRES INTO THE TOWN OF HIDEOUT BOUNDARY AND AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the Town of Hideout on September 10, 2020, adopted a resolution of intent to annex land;

WHEREAS, the land is approximately 350 acres located in the Richardson Flats area of Summit County and is described in Exhibit A ("Annexation Area") attached hereto;

WHEREAS, the Annexation Area is within the Town of Hideout Annexation Declaration Area;

WHEREAS, the Annexation Area is within Summit County and such cross-county annexation is authorized by Utah Code 10-2-418;

WHEREAS, the property owner of the annexation area consented to this annexation;

WHEREAS, letters of notice were sent to "affected entities" as required by Utah Code 10-2-418;

WHEREAS, the Planning Commission held public meetings regarding the annexation, zoning associated with the annexation and the terms of an Annexation and Master Development Agreement on September 17, 2020, October 1, 2020 and October 5, 2020,

WHEREAS, on October 5, 2020, the Planning Commission forwarded a recommendation to the Town Council regarding the annexation, zoning and the Annexation and Master Development Agreement,

WHEREAS, on October 6, 2020, October 13, 2020 and October 14, 2020, the Town Council held public meetings regarding the annexation, zoning and the Annexation and Master Development Agreement finds good cause for amending Title

WHEREAS, on October 12, 2020, after proper notice, a public hearing was held on the annexation which was within not less than 30 days from the date of the Resolution of Intent to Annex;

WHEREAS, a Master Development Agreement between the Town and the Owners and Master Developer setting forth terms and conditions regarding the Annexation is herein included as “Exhibit B”.

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

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

Section 2 – Annexation Approval. The Annexation Area is hereby annexed into the Town of Hideout, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as Exhibit A.

Section 3 – Annexation and Master Development Agreement (AMDA). Town Council hereby authorizes the Mayor to execute the AMDA in substantially same form as attached hereto as Exhibit B.

Section 4 – Compliance with State Law, General Plan and Annexation Policy Plan. This annexation meets the standards for the annexation in the Town Code, as set forth in Utah Code Title 10, Chapter 2, and the Town of Hideout General Plan and the Annexation Policy Plan. The zoning designation are existing zones within the Town Code.

Section 5 – Official Town of Hideout Zoning Map Amendment. The official Town of Hideout Zoning Map is hereby amended to include the Annexation Area as shown in Exhibit C.

Section 6 – Effective Date. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plan and the AMDA, and compliance with state annexation filing requirements pursuant to Utah Code.

PASSED AND ADOPTED this ___ th Day of October, 2020.

.

TOWN OF HIDEOUT

_____

Philip Rubin, Mayor

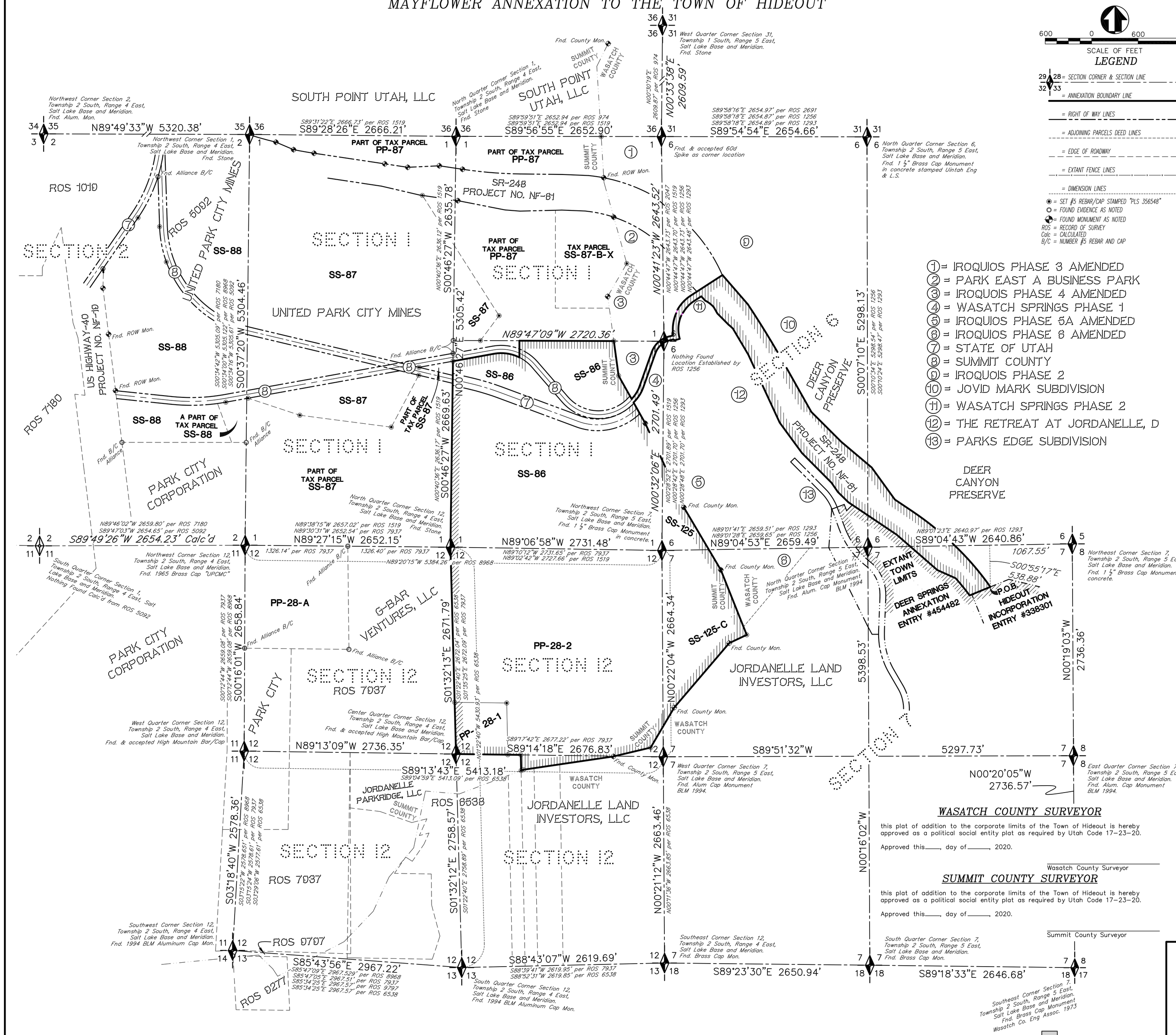
Attest: _____

Alicia Fairbourne, Town Clerk

EXHIBIT A

(Annexation Area)

MAYFLOWER ANNEXATION TO THE 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 **MAYFLOWER 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.

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 Craig C. Coburn who acknowledged himself to be the Attorney-in-Fact/Agent of Stichting Beheer Mayflower Project, Manager of Stichting Mayflower Mountain 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

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

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

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 LICENSED UTAH LICENSE NO. 356548 STATE OF UTAH

DATE PLOT DATE: 10-08-20
SCALE 1"=600'
PROJECT NUMBER 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-125, SS-125-C, PP-28-1, PP-28-2, & SS-86

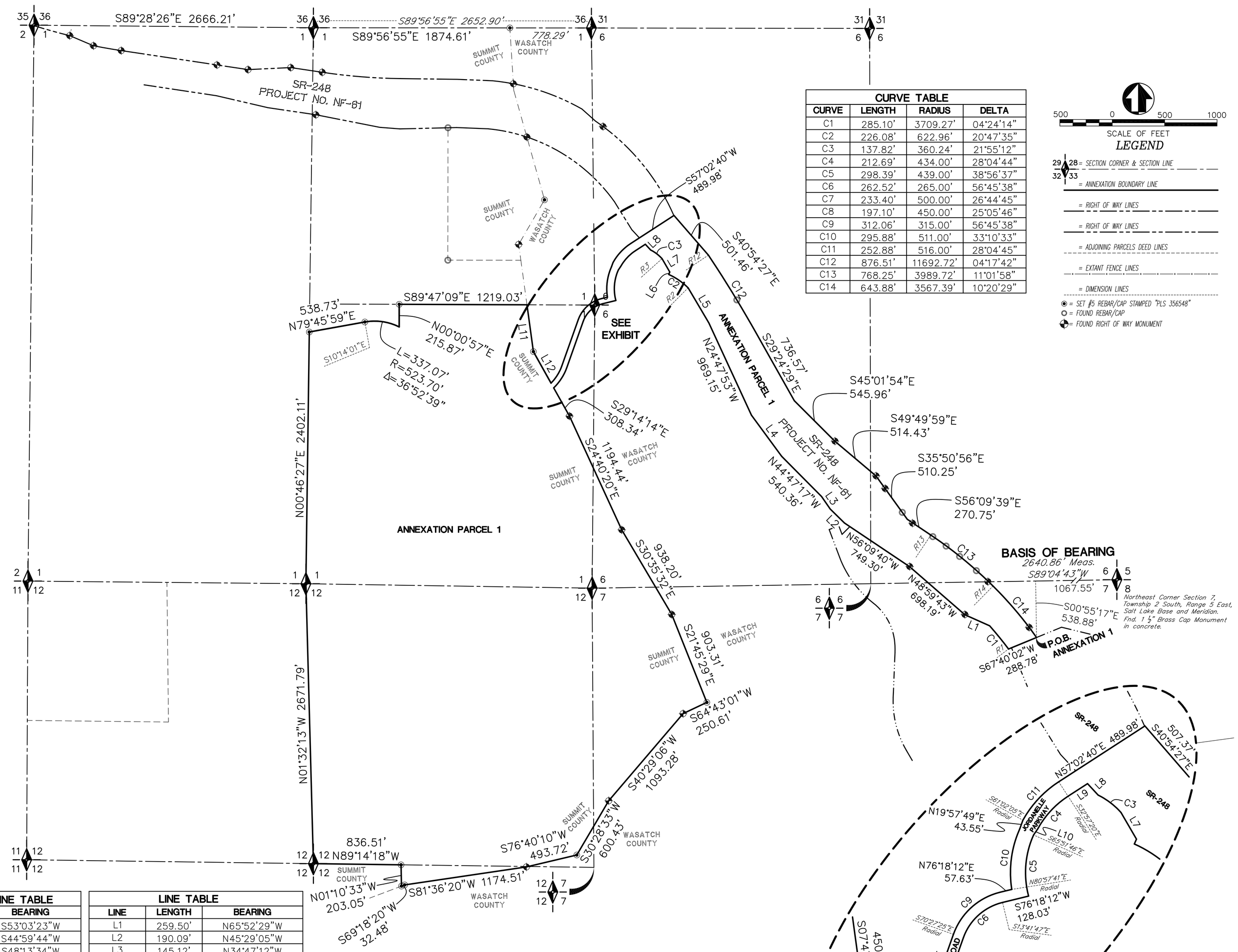
LYING AND SITUATE IN THE SECTIONS 1, & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UATH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

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

MAYFLOWER ANNEXATION TO THE 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"
C5	298.39'	439.00'	38°56'37"
C6	262.52'	265.00'	56°45'38"
C7	233.40'	500.00'	26°44'45"
C8	197.10'	450.00'	25°05'46"
C9	312.06'	315.00'	56°45'38"
C10	295.88'	511.00'	33°10'33"
C11	252.88'	516.00'	28°04'45"
C12	876.51'	11692.72'	04°17'42"
C13	768.25'	3989.72'	11°01'58"
C14	643.88'	3567.39'	10°20'29"

500 0 500 1000
SCALE OF FEET

LEGEND

- 29/32 28/33 = 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

RADIAL LINE TABLE	
LINE	BEARING
R1	S53°03'23"W
R2	S44°59'44"W
R3	S48°13'34"W
R12	S56°21'02"W
R13	S33°50'20"W
R14	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	37.11'	S34°17'15"W
L11	450.86'	S07°47'44"E
L12	344.75'	S29°14'14"E

DESCRIPTION:

A parcel of land lying and situate in portions of Section 6 and Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and portions of Sections 1 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 1½" 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 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 south line of the Northeast Quarter of Section 12 to the North Quarter Corner thereof; Thence North 00°46'27" East 2402.11 feet coincident with the south line of the Southeast Quarter of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian to a point on the south right of way line of Richardson Flat Road; Thence coincident with said south right of way line the following two (2) courses, 1) North 79°45'59" East 538.73 feet; 2) Easterly 337.07 feet along the arc of a 523.70 foot radius curve to the right (center bears South 10°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 said Section 1; Thence South 89°47'09" East 1219.03 feet to the Summit–Wasatch County line; Thence the following two (2) courses coincident with said county line, 1) South 07°47'44" East 450.86 feet; 2) South 29°14'14" East 344.75 feet to a point on the north right of way line of Richardson Flat Road; Thence along the north right of way line of said Richardson Flat Road the following three (3) courses 1) Northeasterly 197.10 feet along the arc of a 450.00 foot radius curve to the left (center bears North 45°21'39" West) through a central angle of 25°05'46" to a point of tangency; 2) North 19°32'35" East 467.14 feet to a point of curvature; 3) Easterly 312.06 feet along the arc of a 315.00 foot radius curve to the right (center bears South 70°27'25" East) through a central angle of 56°45'38" to a point of tangency; Thence North 76°18'12" East 57.63 feet along the north right of way line of said Richardson Flat Road and the prolongation thereof; Thence the following three (3) courses coincident with the northerly right of way line of Jordanelle Parkway, 1) Northeasterly 295.88 feet along the arc of a 511.00 foot radius curve to the right (center bears North 80°57'41" East) through a central angle of 33°10'33" to a point of tangency; 2) North 19°57'49" East 43.55 feet to a point of curvature; 3) Northeasterly 252.88 feet along the arc of a 516.00 foot radius curve to the right (center bears South 61°02'05" East) through a central angle of 28°04'45" to a point of tangency; Thence continuing North 57°02'40" East 489.98 feet coincident with said northerly right of way line and the prolongation thereof to a point on the easterly right of way of SR-248; Thence the following nine (9) courses coincident with said right of way 1) South 40°54'27" East 501.46 feet to a point on a the arc of an 11692.72 foot radius curve; 2) 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"; 3) South 29°24'29" East 736.57 feet; 4) South 45°01'54" East 545.96 feet; 5) South 49°49'59" East 514.43 feet; 6) South 35°50'56" East 510.25 feet; 10) South 56°09'39" East 270.75 feet to a point of curvature; 7) 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; 8) 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 – SUBDIVISIONS:
Parks Edge Subdivision, The Retreat at Jordanelle Parcel D, Wasatch Springs Phase 2, Iroquois Phase 2 Amended, Iroquois Phase 3 Amended, Lots 2 through 6 and Parcel A of Iroquois Phase 4 Amended, Jovid Mark Subdivision and Deer Canyon Preserve.

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. HANSEN LICENSED PROFESSIONAL LAND SURVEYOR No. 356548 STATE OF UTAH 10/8/20

DATE: PLOT DATE: 10-08-20
SCALE 1"=600'
PROJECT NUMBER 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-125, SS-125-C, PP-28-1, PP-28-2, & SS-86

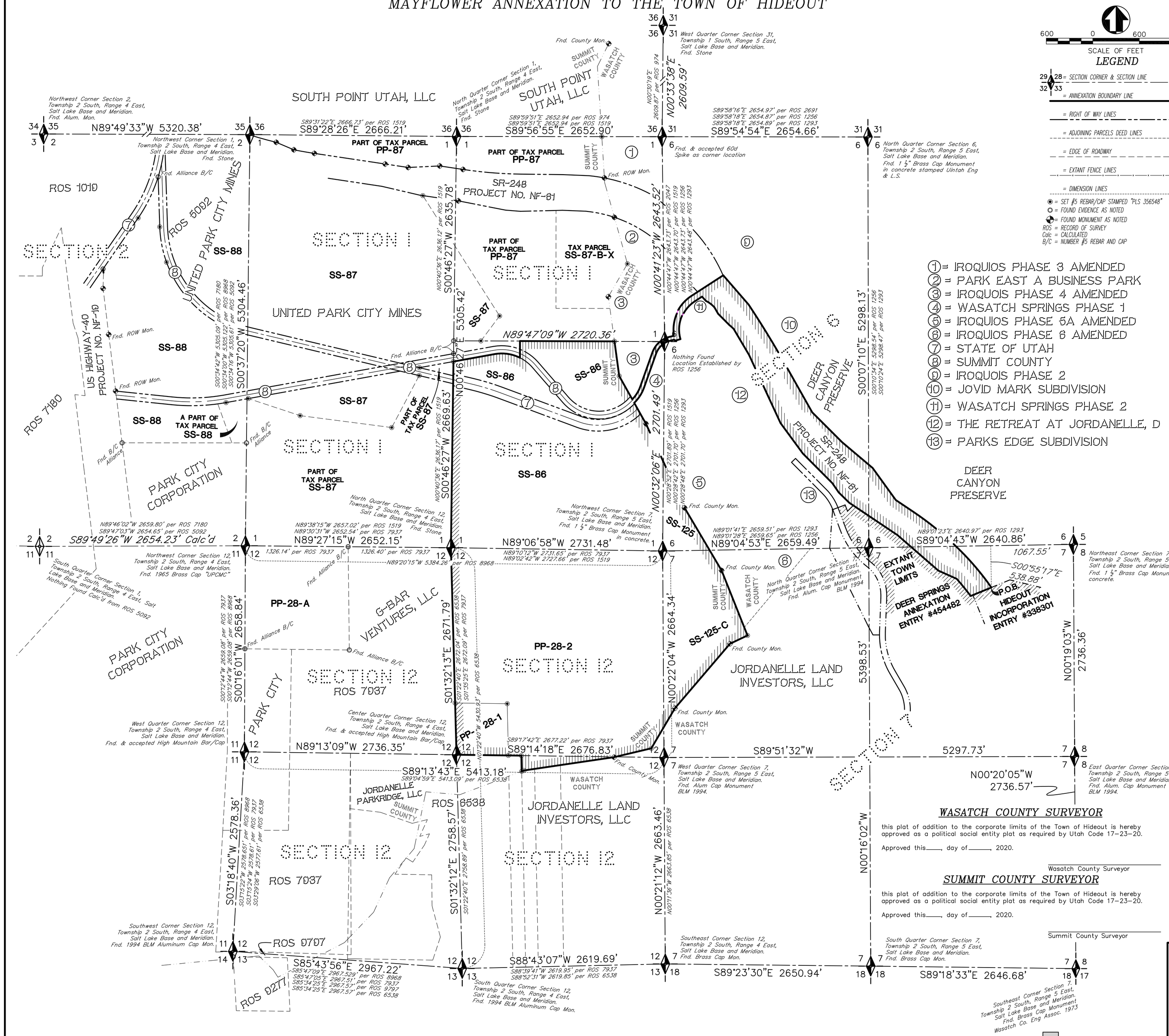
LYING AND SITUATE IN THE SECTIONS 1, & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UATH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

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

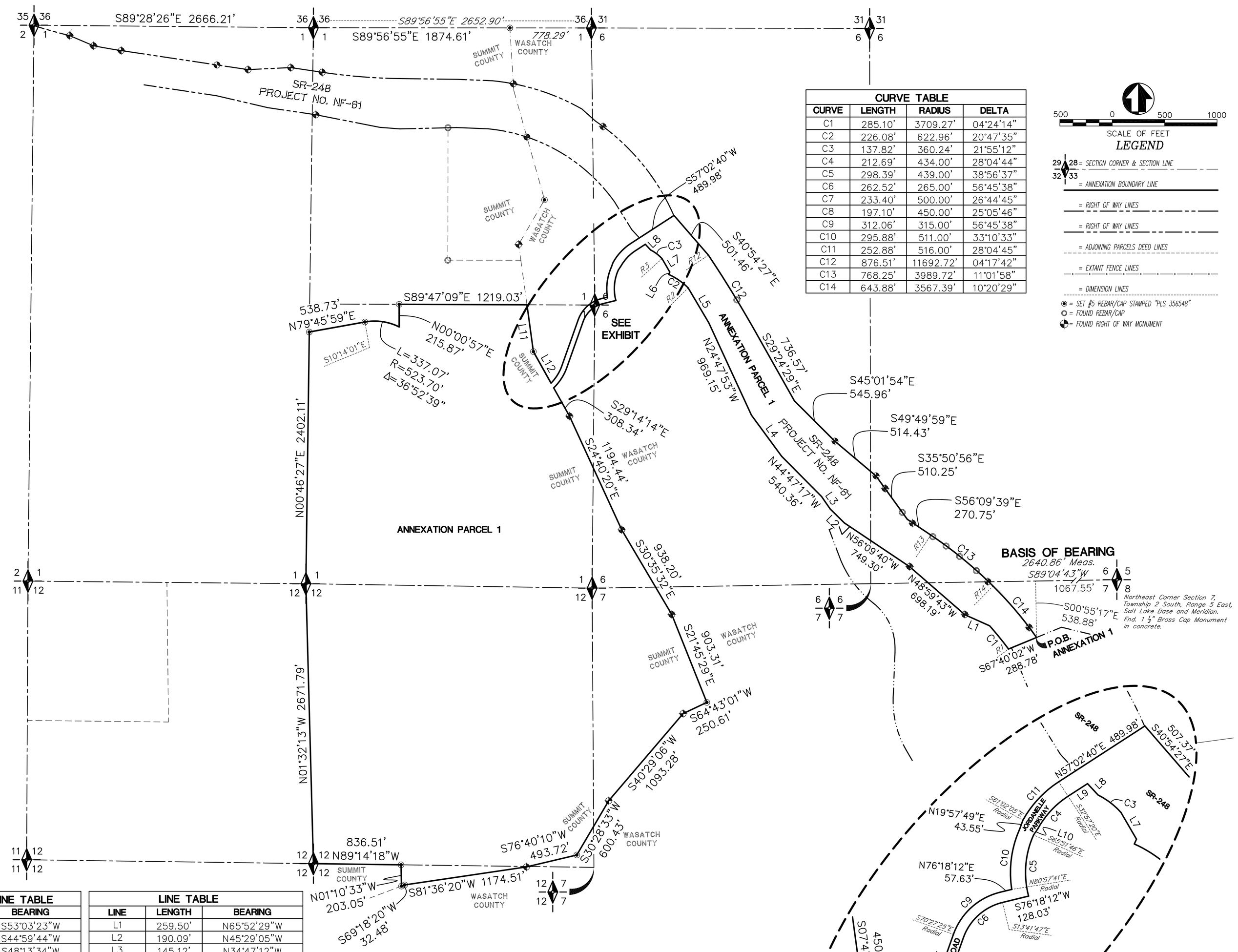
DESIGNED DEH
DRAFTED DEH
CHECKED MGD

SHEET 2 OF 2

MAYFLOWER ANNEXATION TO THE TOWN OF HIDEOUT


SOUTH POINT UTAH, LLC
SOUTH POINT UTAH, LLC
N89°49'33"W 5320.38'
S89°28'26"E 2666.21'
S89°56'55"E 2652.90'
S89°54'54"E 2654.66'
N00°33'38"E 2609.59'
PART OF TAX PARCEL PP-87
SR-248 PROJECT NO. NF-81
ROS 1019
ROS 5092
UNITED PARK CITY MINES
SECTION 2
SECTION 1
SS-87
SS-88
US HIGHWAY 40 PROJECT NO. NF-19
ROS 7180
A PART OF TAX PARCEL SS-88
PARK CITY CORPORATION
PART OF TAX PARCEL SS-87
N00°46'27"W 2635.78'
S00°46'27"W 2635.78'
S00°37'20"W 5304.46'
N00°46'02"E 5305.42'
N89°47'09"W 2720.36'
SS-86
SECTION 11
SECTION 10
SECTION 9
SECTION 7
SECTION 12
DEER CANYON PRESERVE
SR-248 PROJECT NO. NF-81
N00°41'23"W 2643.52'
S00°07'10"E 5298.13'
N00°32'06"E 2701.49'
SS-125
SS-125-C
N89°06'58"W 2731.48'
N89°04'53"E 2659.49'
S89°04'43"W 2640.86'
1067.55'
S00°55'17"E 538.88'
P.O.B.
EXTANT TOWN LIMITS
DEER SPRINGS ANNEXATION ENTRY #454482
HIDEOUT INCORPORATION ENTRY #338301
JORDANELLE LAND INVESTORS, LLC
N00°22'04"W 2664.34'
5398.53'
N00°19'03"W 2736.36'
N00°16'02"W
PP-28-A
PP-28-2
G-BAR VENTURES, LLC
S00°16'01"W 2658.84'
S01°32'13"E 2671.79'
PP-28-1
N89°13'09"W 2736.35'
S89°14'18"E 2676.83'
S89°51'32"W 5297.73'
N00°20'05"W 2736.57'
S89°13'43"E 5413.18'
JORDANELLE PARKRIDGE, LLC
ROS 6538
S03°18'40"W 2578.36'
S01°32'12"E 2758.57'
N00°21'12"W 2663.46'
ROS 7937
ROS 9797
ROS 9277
S85°43'56"E 2967.22'
S88°43'07"W 2619.69'
S89°23'30"E 2650.94'
S89°18'33"E 2646.68'
WASATCH COUNTY
SUMMIT COUNTY
Nothing Found Location Established by ROS 1256
Fnd. 60d Spike as corner location
Fnd. & accepted High Mountain Bar/Cap
Fnd. 1 ½" Brass Cap Monument in concrete stamped Uintah Eng & L.S.
Fnd. Alum. Mon.
Fnd. ROW Mon.
Fnd. Alliance B/C
Fnd. County Mon.
Fnd. 1965 Brass Cap "UPCMC"
Fnd. 1994 BLM Aluminum Cap Mon.
Fnd. Brass Cap Mon.
Fnd. Alum. Cap Monument BLM 1994
Fnd. Alum. Cap Monument BLM 1994.
Fnd. Alum. Cap Monument BLM 1994.
Fnd. Alum. Cap Monument BLM 1994.
Fnd. Brass Cap Monument. Wasatch Co. Eng Assoc. 1973
Northwest Corner Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. Alum. Mon.
Northwest Corner Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. Stone
North Quarter Corner Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. Stone
West Quarter Corner Section 31, Township 1 South, Range 5 East, Salt Lake Base and Meridian. Fnd. Stone
North Quarter Corner Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian.
Northwest Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. 1965 Brass Cap "UPCMC"
South Quarter Corner Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Nothing Found Calc'd from ROS 5092
West Quarter Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. & accepted High Mountain Bar/Cap
Center Quarter Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. & accepted High Mountain Bar/Cap
Southwest Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. 1994 BLM Aluminum Cap Mon.
South Quarter Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. 1994 BLM Aluminum Cap Mon.
Southeast Corner Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Fnd. Brass Cap Mon.
South Quarter Corner Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Fnd. Brass Cap Mon.
Southeast Corner Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Fnd. Brass Cap Monument. Wasatch Co. Eng Assoc. 1973
Northeast Corner Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Fnd. 1 ½" Brass Cap Monument in concrete.
East Quarter Corner Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Fnd. Alum. Cap Monument BLM 1994.
West Quarter Corner Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian. Fnd. Alum Cap Monument BLM 1994.
Nothing Found Calc'd from ROS 5092
Fnd. Alliance B/C
Fnd. ROW Mon.
Fnd. County Mon.
Fnd. B/C Alliance
Fnd. B/C
Fnd. Alliance B/C
Fnd. Alliance B/C
Fnd. Alliance B/C
Fnd. County Mon.
Fnd. County Mon.
Fnd. County Mon.

MAYFLOWER ANNEXATION TO THE 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"
C5	298.39'	439.00'	38°56'37"
C6	262.52'	265.00'	56°45'38"
C7	233.40'	500.00'	26°44'45"
C8	197.10'	450.00'	25°05'46"
C9	312.06'	315.00'	56°45'38"
C10	295.88'	511.00'	33°10'33"
C11	252.88'	516.00'	28°04'45"
C12	876.51'	11692.72'	04°17'42"
C13	768.25'	3989.72'	11°01'58"
C14	643.88'	3567.39'	10°20'29"

500 0 500 1000
SCALE OF FEET

LEGEND

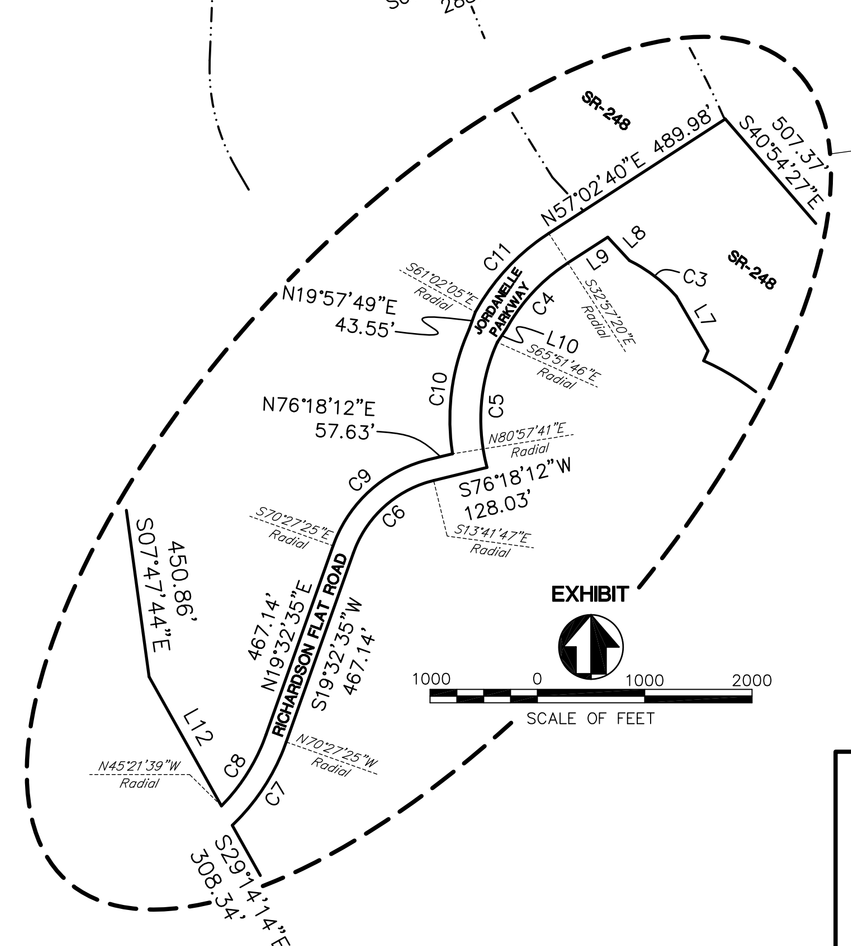
- 29/32 28/33 = SECTION CORNER & SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = RIGHT OF WAY LINES
- = RIGHT OF WAY LINES
- = ADJOINING PARCELS DEED LINES
- = EXTANT FENCE LINES
- = DIMENSION LINES
- ◉ = SET #5 REBAR/CAP STAMPED "PLS 356548"
- ○ = FOUND REBAR/CAP
- ◆ = FOUND RIGHT OF WAY MONUMENT

DESCRIPTION:

A parcel of land lying and situate in portions of Section 6 and Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and portions of Sections 1 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 1½" 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 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 south line of the Northeast Quarter of Section 12 to the North Quarter Corner thereof; Thence North 00°46'27" East 2402.11 feet coincident with the south line of the Southeast Quarter of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian to a point on the south right of way line of Richardson Flat Road; Thence coincident with said south right of way line the following two (2) courses, 1) North 79°45'59" East 538.73 feet; 2) Easterly 337.07 feet along the arc of a 523.70 foot radius curve to the right (center bears South 10°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 said Section 1; Thence South 89°47'09" East 1219.03 feet to the Summit–Wasatch County line; Thence the following two (2) courses coincident with said county line, 1) South 07°47'44" East 450.86 feet; 2) South 29°14'14" East 344.75 feet to a point on the north right of way line of Richardson Flat Road; Thence along the north right of way line of said Richardson Flat Road the following three (3) courses 1) Northeasterly 197.10 feet along the arc of a 450.00 foot radius curve to the left (center bears North 45°21'39" West) through a central angle of 25°05'46" to a point of tangency; 2) North 19°32'35" East 467.14 feet to a point of curvature; 3) Easterly 312.06 feet along the arc of a 315.00 foot radius curve to the right (center bears South 70°27'25" East) through a central angle of 56°45'38" to a point of tangency; Thence North 76°18'12" East 57.63 feet along the north right of way line of said Richardson Flat Road and the prolongation thereof; Thence the following three (3) courses coincident with the northerly right of way line of Jordanelle Parkway, 1) Northeasterly 295.88 feet along the arc of a 511.00 foot radius curve to the right (center bears North 80°57'41" East) through a central angle of 33°10'33" to a point of tangency; 2) North 19°57'49" East 43.55 feet to a point of curvature; 3) Northeasterly 252.88 feet along the arc of a 516.00 foot radius curve to the right (center bears South 61°02'05" East) through a central angle of 28°04'45" to a point of tangency; Thence continuing North 57°02'40" East 489.98 feet coincident with said northerly right of way line and the prolongation thereof to a point on the easterly right of way of SR-248; Thence the following nine (9) courses coincident with said right of way 1) South 40°54'27" East 501.46 feet to a point on a the arc of an 11692.72 foot radius curve; 2) 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"; 3) South 29°24'29" East 736.57 feet; 4) South 45°01'54" East 545.96 feet; 5) South 49°49'59" East 514.43 feet; 6) South 35°50'56" East 510.25 feet; 10) South 56°09'39" East 270.75 feet to a point of curvature; 7) 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; 8) 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 – SUBDIVISIONS:
Parks Edge Subdivision, The Retreat at Jordanelle Parcel D, Wasatch Springs Phase 2, Iroquois Phase 2 Amended, Iroquois Phase 3 Amended, Lots 2 through 6 and Parcel A of Iroquois Phase 4 Amended, Jovid Mark Subdivision and Deer Canyon Preserve.



RADIAL LINE TABLE	
LINE	BEARING
R1	S53°03'23"W
R2	S44°59'44"W
R3	S48°13'34"W
R12	S56°21'02"W
R13	S33°50'20"W
R14	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	37.11'	S34°17'15"W
L11	450.86'	S07°47'44"E
L12	344.75'	S29°14'14"E

WASATCH COUNTY RECORDER

ENTRY NUMBER _____

FEE PAID _____
FILED FOR RECORD AND RECORDED THIS

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

_____
WASATCH COUNTY RECORDER

DAVID C. HAMILTON LICENSED PROFESSIONAL LAND SURVEYOR 356548 STATE OF UTAH
10-8-20

DATE: PLOT DATE: 10-08-20
SCALE 1"=600'
PROJECT NUMBER 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS SS-125, SS-125-C, PP-28-1, PP-28-2, & SS-86

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

EXHIBIT B

(Annexation and Master Development Agreement)

CLEAN FINAL DRAFT FOR COUNCIL'S CONSIDERATION

10/16/20

6:45 a.m.

ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SILVER MEADOWS MASTER PLANNED COMMUNITY

October __, 2020

TABLE OF CONTENTS

To be created later if approved

WHEN RECORDED, RETURN TO:

Bruce R. Baird
Bruce R. Baird PLLC
2150 South 1300 East # 500
Salt Lake City, UT 84106

ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SILVER MEADOWS MASTER PLANNED COMMUNITY

THIS ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SILVER SPRINGS MASTER PLANNED COMMUNITY is made and entered as of the__ day of October, 2020, by and between the Town of Hideout, a political subdivision of the State of Utah, NB 248, L.L.C. a Delaware limited liability company and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, , a Netherlands association.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owners own the Property.

C. Master Developer or a related party is under a Purchase Contract with Owners to purchase the Property and intends to develop the Property into a mixed use project to be known as Silver Meadows

D. The Town has annexed the Property into the Town and the Town, Owners and Master Developer have made such annexation conditioned upon entry into this AMDA.

E. Master Developer, Owners and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this AMDA.

F. Development of the Property pursuant to this AMDA is acknowledged by the parties to be consistent with the Act and the Zoning Ordinance and to operate to the benefit of the Town, Master Developer, Owners, and the general public.

G. The Town Council has reviewed this AMDA, including the Concept Plan, and determined that it is consistent with the Act and the Zoning Ordinance.

H. The parties acknowledge that Development of the Property pursuant to this AMDA will result in planning and economic benefits to the Town and its residents by, among other things requiring orderly Development of the Property, providing public amenities and gathering places, and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

I. Development of the Property pursuant to this AMDA will also result in benefits to Master Developer and Owners by providing assurances to Master Developer and Owners that Master Developer will have the ability to develop the Property in accordance with this AMDA.

J. Master Developer, Owners and the Town have cooperated in the preparation of this AMDA and have held numerous and thorough public meetings about the AMDA and about the annexation in general.

K. The Parties desire to enter into this AMDA to specify the rights and responsibilities of the Master Developer and Owners to develop the Property as expressed in this AMDA and the rights and responsibilities of the Town to allow and regulate such Development pursuant to the requirements of this AMDA.

L. The parties understand and intend that this AMDA is a "development agreement" as contemplated by Utah Code Ann. §10-9a-102 (2020) and Section 11.06.050

of the Town's Vested Laws.

M. The Parties have complied with all provisions of the Act to make this AMDA effective.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, Owners and Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "E" are hereby incorporated into this AMDA.

1.2. **Definitions.** As used in this AMDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101, *et seq.* (2020).

1.2.2. **Administrator** means the person authorized by the Town to administer this AMDA for the Town.

1.2.3. **Affordable Housing** means housing provided at equal to or less than 80% of the Summit County Area Median Income (AMI).

1.2.4. **AMDA** means this Annexation and Master Development Agreement including all of its Exhibits.

1.2.5. **Applicant** means a person or entity submitting a Development Application.

1.2.6. **Assisted Living Facility** means a commercial facility on approximately

two and one half (2.5) acres of approximately seventy two thousand square feet (72,000 sf)which provides personal care services, assistance with daily living activities, housekeeping services, meal services, and social programs to a resident population of two or more adults for a period of time longer than 24 hours, whether licensed by the State of Utah or not, as more fully discussed in Section 3.13.

1.2.7. **Buildout** means the completion of all of the Development on the entire Project in accordance with approved plans.

1.2.8. **CC&Rs** means the Covenants, Conditions, and Restrictions applicable to the Project and the HOA.

1.2.9. **Chain Store** means a type of retail sales activity or retail sales establishment which, along with eleven or more other retail sales establishments located in the world, maintains two or more of the following features: a standardized array of merchandise, a standardized facade, a standardized decor and color scheme, a uniform apparel, standardized signage, a trademark or a service mark.

1.2.10. **Claim** means all losses or claims for bodily injury or property damage under Environmental Laws arising from a failure by Master Developer to: comply with Environmental Laws; comply with its obligations under this Agreement (including its obligation to properly manage and handle the Impacted Soils, if any, encountered during site disturbance on the Property in material compliance with Environmental Laws) or its building permit or arising from an Environmental Condition on the Property.

1.2.11. **Code** means the Land Use Code of the Town.

1.2.12. **Commercial Projects** means the non-residential Developments allowed in various Development Areas pursuant to the Zoning of those Development Areas.

1.2.13. **Commercial Projects Estimated Size** means the Development of approximately ninety-five thousand square feet (95,000 sf) of Commercial Projects (measured as net leasable space under a standard Utah "triple net" lease) within those Development Areas as designated on the Concept Plan and the Zoning Map.

1.2.14. **Concept Plan** means that plan for the Development of the Project attached as Exhibit "B".

1.2.15. **Council** means the Town Council of the Town.

1.2.16. **Default** means a material breach of this AMDA as specified herein.

1.2.17. **Denial** means a formal denial issued by the final decision-making Land Use Authority of the Town for a particular type of Development Application but does not include review comments or "redlines" provided by Town staff.

1.2.18. **Design Guidelines** means those guidelines for the look, feel and specifications for the development of the Project to be developed as specified in Section 8.1.

1.2.19. **Development** means development, including construction of infrastructure, Residential Dwelling Units, Commercial Projects or other improvements on a portion of the Property pursuant to an approved Development Application.

1.2.20. **Development Application** means an application to the Town for Development of a portion of the Property or any other permit, certificate or other authorization from the Town required for Development of the Project.

1.2.21. **Development Areas** means those areas specified for different types of Development on the Concept Plan and the Zoning Map.

1.2.22. **Environmental Condition** means any adverse environmental condition that arises out of any Development of the Property.

1.2.23. **Environmental Laws** means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

1.2.24. **HOA** means a homeowner's association or associations to be created for portions or all the Project.

1.2.25. **Impacted Soils** means any soils that are impacted by mine tailings from the Operable Unit 1 of the Richardson Flat Tailings Superfund Site.

1.2.26. **Indemnified Town Parties** means the Town, its Council Members, Mayor, employees, agents, officers, successors, and assigns.

1.2.27. **Land Use Authority** means the body or person designated by the Town pursuant to the Act and the Zoning Ordinance to make decisions about any

Development Application.

1.2.28. **Master Developer** means NB 248, L.L.C., a Delaware limited liability Company, and its assignees or transferees as permitted by this AMDA.

1.2.29. **Maximum Residential Units** means the Development on the Property of up to, but not exceeding, six hundred (600) Residential Dwelling Units.

1.2.30. **Notice** means any notice to or from any party to this AMDA that is either required or permitted to be given to another party.

1.2.31. **Owners** means, collectively, Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.

1.2.32. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the Town pursuant to the provisions of Utah Code Ann. §10-9a-103(65)(c)(v)(7) (2020).

1.2.33. **Parks, Trails and Open Space** means those areas within Silver Meadows intended to be developed into public parks, trails and open space as conceptually illustrated in the Concept Plan.

1.2.34. **Parties** means the Town, Owners and Master Developer collectively and, depending upon the context and **Party** means any of the Parties in that entity's individual capacity.

1.2.35. **Phase** means the tranches of building the Residential Dwelling Units, Commercial Projects (in relation to each other as specified in Section 3.3)

and the Parks, Trails and Open Space as specified in the Phasing Plan.

1.2.36. **Phasing Plan** means the plan for developing the Project in Phases in a logical manner as specified in Section 3.5, below.

1.2.37. **Project** means the total Development to be constructed on the Property pursuant to this AMDA with the associated public and private facilities, and all of the other aspects approved as part of this AMDA.

1.2.38. **Property** means that approximately three hundred forty-eight (348) acres of real property owned by Owners and intended to be developed by Master Developer into Silver Meadows as more fully described in Exhibit "A".

1.2.39. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application.

1.2.40. **Purchase Contract** means the Contract between Owners and a party related to Master Developer for the acquisition of the Property.

1.2.41. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence on a single-family lot, condominiums, apartments or a twin townhome configuration.

1.2.42. **Senior/Community Center** means a building within the “Town Center” of the Project o approximately seventeen thousand square feet (17,000 sf) designed to host gatherings of the Town (including as serving as a “Town Hall”), local non-profits, senior citizens and others for their social, physical, emotional, and intellectual needs.

1.2.43. **Town** means the Town of Hideout, a political subdivision of the State of

Utah.

1.2.44. **Town's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this AMDA.

1.2.45. **Town's Vested Laws** means the ordinances, policies, standards and procedures of the Town in effect as of the date of this AMDA, a copy of which is attached in a data disk as Exhibit "C".

1.2.46. **Workforce Housing** means housing provided at equal to or less than 120% of the Summit County AMI.

1.2.47. **Zoning Map** means the map showing the zoning of Development Areas adopted by the Town contemporaneously with the adoption of this AMDA and attached as Exhibit "D" hereto.

1.2.48. **Zoning Ordinance** means the Town's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this AMDA as a part of the Town's Vested Laws.

2. **<u>Conditions</u>**.

2.1. **Public Services.** The Town shall not be required to approve any Development Application until the Town determines in its sole discretion that adequate public services including, but not limited to, fire protection, emergency medical services, sanitary sewer service, gigabit capable internet service, natural gas,

electricity, culinary water, police or other public safety protection and storm water required to support the Development proposed by the Development Application are either then currently available or will become available pursuant to the Development Application on a timely basis as necessary to support the Development.

2.2. **Indemnification.** Master Developer shall:

2.2.1. Annexation**.** Indemnify, defend and hold the Indemnified Town Parties harmless from all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against any of the Indemnified Town Parties in connection with any challenge to the annexation of the Property;

2.2.2. AMDA. Indemnify, defend and hold harmless the Indemnified Town Parties against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against the Indemnified Town Parties which are related to, or arise from the entry into this AMDA.

2.2.3. Development. Indemnify, defend and hold harmless the Town Parties against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against or levied against, the Indemnified Town Parties which are related to, or arise from the Development of the Project.

2.2.4. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless the Indemnified Town Parties against all claims, costs, damages, attorney's

fees, expenses, liabilities or other losses incurred by, or asserted against or levied against, the Indemnified Town Parties which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by the Town.

2.2.5. **Dedicated Land.** For a period of 10 years after any land is dedicated to the town, Master Developer shall indemnify, hold harmless and defend the Indemnified Town Parties from and against all losses, costs, damages, attorney's fees, or claims for bodily injury or property damage under Environmental Laws related to Any contaminants, pollutants or hazardous substances discovered at the dedicated land.

2.2.6. Environmental Conditions.

2.2.6.1. Master Developer discloses the following related to the Environmental Condition of the Property. The Property is located near Operable Unit 1 (OU1) of the Richardson Flat Tailings Superfund Site (RF site). The U.S. EPA oversees the RF Site with help from Utah DEQ. The Property is open undeveloped land on a hillside elevated above the RF site. Surface and ground water drains away from the Property toward the RF site and Silver Creek to the north and northwest. OU1 currently has impoundments that hold tailings and are covered to prevent windblown tailings from leaving the site. It is intended that the impoundments will be permanently capped and will have long-term operation and maintenance. The area of the Property to be developed presently is located about 1,000 feet from the surface

bottom edge of the nearest RF site impoundment. Master Developer's investigations of the Property conducted by CMT Engineering Laboratories (Exhibit "E") confirm that no tailings or other fill are on the Property, and no mining was done on the Property. Master Developer represents and warrants that it is not aware of any other environmental conditions potentially impacting the Property and that it is not aware of any Recognized Environmental Conditions on the Property.

2.2.6.2. Master Developer shall, at its cost and expense have an environmental professional onsite during site disturbance on the Property. In the unlikely event that Impacted Soils are encountered during site disturbance on the Property, the Impacted Soils will be properly managed and handled in accordance with a Soils Management Plan approved by the Town, with oversight by the environmental professional and in compliance with Environmental Laws. For a period of ten (10) years from and after the execution of this Agreement Master Developer shall indemnify, hold harmless, and defend the Indemnified Town Parties from and against all Claims. If ground disturbance has not commenced within five (5) years then the ten (10) year window will reset to begin at the time of ground disturbance.

2.2.6.3. The Town shall investigate the Property using an environmental consultant selected by the Town with the agreement of the Master Developer who will conduct a thorough environmental baseline

including soil, water, and air samples, as well as an investigation confirming that no tailings or other fill or contaminants are on the Property, no mining was done on the Property and that the Property was not at risk for future contamination. The consultant and the assessment must confirm that all applicable Environmental Laws have been satisfied. Master Developer shall be responsible for the cost of this investigation. No soil disturbance or other on-site Development shall take place prior to the completion of the environmental study and the approval by the Town of a plan for mitigating any environmental contamination that is found as a part of the study.

2.2.6.4. The environmental consultant shall recommend any needed ongoing monitoring regime, including installation of continuous monitoring if needed, to ensure that future environmental issues are identified should they arise over time.

2.2.6.5. Master Developer will be responsible to remediate any contaminated soil or other issues of environmental concern found within the annexation boundaries and indemnify and hold harmless the Town of Hideout related to such issues. Master Developer shall also fund the installation of any recommended continuous monitoring equipment.

2.2.6.5.1. All Development Applications shall ensure that no stormwater run-off from the Project flows into the OU1 area or flows out from OU1 onto the Property.

2.2.7. Limitation. Master Developer's obligation under this section does not cover any Claim arising from any negligent act or omission or any intentional misconduct of any of the Indemnified Parties.

3. **Development of the Project.**

3.1. **Compliance with the Concept Plan and this AMDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (to the extent that these are applicable as otherwise specified in this AMDA), the Concept Plan and this AMDA. In addition, Development of the Project shall be in accordance with the Design Standards and the Phasing Plan when those are approved.

3.2. **Maximum Residential Units.** At Buildout of the Project, Master Developer and Owners shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this AMDA so long as the applicable Parks, Trails and Open Space requirements and other provisions of the Town's Vested Laws are satisfied as more fully described in Section 3.6 below. The types and general locations of the Residential Units shall be as specified in Concept Plan.

3.2.1. Table of Types of Uses and Affordability. The table below specifies the types of units and the level of "affordability" of certain types of those units.

Type	Units	Market	Affordable	AMI
Single Family	240	240	0	
Cottage	95	55	40	100%-120%
Twin Townhome/Cottage	40	40	0	
	125	95	30	80%

Town Center Condos				
Town Center Apartments	100	50	50	50%-80%
	600	**480**	**120**	

3.3. **Affordable /Workforce Housing.** A minimum of 20% of the total Residential Dwelling Units shall be affordable housing. The overall affordable housing AMI offered must average to equal to or less than 80% AMI. These affordable housing units must be built pursuant to the same schedule as the market rate Residential Dwelling Units meaning that twenty percent (20%) of building permits for Residential Dwelling Units in each Phase must be for either affordable or workforce housing units (deed restricted from <50% - 120% of AMI as specified in the table in Section 3.2).

3.4. **Correlation Between Timing of Residential Units and Commercial Projects.** Master Developer may construct up to ten percent (10%) of the Maximum Residential Units without any requirement to construct any Commercial Projects. Before Master Developer may construct the second ten percent (10%) of the Maximum Residential Units Master Developer shall have obtained from the Town and paid for building permits for at least ten percent (10%) of the Commercial Projects Estimated Size. Master Developer may then construct up to an additional ten percent (10%) of the Maximum Residential Units (i.e., twenty percent (20%) of the total) without any requirement to construct any further Commercial Projects. Before Master Developer may construct the next twenty percent (20%) of the Maximum Residential Units (i.e., forty percent

(40%) of the total) Master Developer shall have obtained from the Town and paid for building permits for at least another ten percent (10%) of the Commercial Projects Estimated Size (i.e., twenty percent (20%) of the total). Master Developer shall thereafter prosecute the construction and sale or leasing of the Commercial Projects with reasonable commercial diligence. The same rules shall apply for each remaining twenty percent (20%) of the Maximum Residential Units. Before each successive twenty percent (20%) tranche of the Maximum Residential Units may be permitted by the Town building permits for another twenty percent (20%) of the Commercial Projects Estimated Size shall have been obtained and Master Developer shall have been prosecuting the construction and sale or leasing of the Commercial Projects with reasonable commercial diligence.

3.5. Phasing Plan. At the time of the first Development Application for either Residential Dwelling Units or a Commercial Project the Master Developer shall submit to the Town a proposed Phasing Plan. The Town Council and Master Developer shall work in good faith to adopt the Phasing Plan by a Resolution of the Town Council. Any dispute regarding the Phasing Plan shall be subject to the mediation provisions of sub-section 6.4.

3.5.1. Residential in the "Town Center". To the extent commercially reasonable, the Phasing Plan shall endeavor to prioritize the construction of the Residential Dwelling Units in the "Town Center".

3.6. **No Warranty About Using Units.** The Town does not warrant to the Master Developer or Owners, or know, if it is possible to build the Maximum

Residential Units. Master Developer and Owners assume all risk associated with the constraints that might limit density including, but not limited to: offsite and onsite storm drain and storm drain detention; ability of Master Developer and Owners to secure water and sewer capacity, electrical power, natural gas, internet service, fire protection, police protection; the potential presence of contaminated soils, the Town's Vested Laws and applicable provisions of the Town's Future Laws; compliance with Design Review Guidelines; sensitive lands; and the effect of sloping roads and terrain

3.7.**Project Subject to CC&Rs.** Master Developer shall prepare one or more CC&Rs for the Project or parts thereof consistent with the requirements of this AMDA and the Town's Vested Laws. All duties and obligations of the HOA(s), as set forth in this AMDA, must be incorporated into the CC&Rs and the CC&Rs must provide for enforcement of the same by the Town. Before the CC&Rs are recorded, the Town shall have the right to review and approve the provisions of the CC&Rs which pertain to this AMDA or the Town's Vested Laws.

3.8.**Limits on Commercial Projects.** No single building in a Commercial Project shall exceed 25,000 square feet in size and no single leasable space may exceed 10,000 with the exception for a grocery store that may not exceed thirty thousand square feet (30,000 sf) unless approved by the Administrator pursuant to Section 11. "Chain stores" shall not constitute more than 25% of the Commercial Projects Estimated Size excluding the square footage of the grocery store.

3.9.**Parcel Sales.** The Town acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding

the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval to partition land as is provided in Utah Code Ann., Section 10-9a-103(65)(c)(v) (2020) that does not create any individually developable lots in the Parcel without being subject to any requirement in the Town's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision.

3.10. **Dark Sky.** All Development Applications shall provide for "dark sky" lighting.

3.11. **Parking.** The Town may impose lesser amounts of parking than provided in the Zoning Ordinance as a condition of approval of a Development Application.

3.12. **Senior/Community Center.** Master Developer shall construct as a part of the Town Center the Senior/Community Center. The square footage of the Senior/Community Center shall not count for or against the Commercial Projects Estimated Size nor for or against the residential/commercial timing relationship specified in Section 3.4.

3.13. **Assisted Living Facility.** Master Developer may develop the Assisted Living Facility in the location shown on the Concept Plan. Any units for care of persons in the Assisted Living Facility shall not count for or against the Maximum Residential Dwelling Units nor for or against the residential/commercial timing relationship specified in Section 3.4.

3.14. **Utilities**. The Master Developer shall be responsible, at Master Developer's sole cost and expense, to obtain and/or install all connections and other utility infrastructure necessary for the construction of the Development within the

Project. The Master Developer will not be entitled to reimbursement from the Town, including by way of impact fees, or from any other developer or builder for the cost of such infrastructure.

4. **Zoning and Vested Rights.**

4.1. **Zoning.** As a part of the annexation, the Town has zoned the Property as specified in the Zoning Map.

4.2. **Vested Rights Granted by Approval of this AMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, Owners and the Master Developer intend that this AMDA grant Master Developer and Owners all rights to develop the Project consistent with this AMDA, the Town's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Master Developer and Owners under this AMDA are contractual and also those rights that exist under statute, common law and at equity including, but not limited to, zoning rights given the nature of and process for the adoption of this AMDA. The parties specifically intend that this AMDA grant to Master Developer and Owners "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2020).

4.3. **Exceptions.** The restrictions on the applicability of the Town's Future Laws to the Project as specified in Section 4.2 are subject to only any or all of the following exceptions:

4.3.1. Master Developer Agreement. Town's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.3.2. State and Federal Compliance. Town's Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;

4.3.3. Codes. Town's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated;

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.3.6. Design Standards. The adoption of Master Design Standards as specified in Section 8.1;

4.3.7. Other Planning and Zoning Modifications. Changes by the Town to its

planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Town to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development;

4.3.8. Dark Sky. Master Developer acknowledges that the Town intends to adopt a "dark sky" ordinance and that the Project will be subject to those requirements.

4.3.9. Weed Control. Master Developer acknowledges that the Town intends to adopt an ordinance regulating control of weeds in the entire Town and that the Project will be subject to those requirements.

4.3.10. Soils Ordinance. Master Developer acknowledges that the Town intends to adopt for the entire Town an ordinance regarding the evaluation of soils related to construction which may include geotechnical and environmental conditions and that the Project will be subject to those requirements.

4.3.11. Compelling, Countervailing Interest. Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2020); or

4.3.12. Impact Fees. Any impact fees which are lawfully adopted pursuant to the laws of the State of Utah. In connection with the issuance of building permits for improvements within the Project, applicable impact fees shall be paid to the Town in accordance with the Town's impact fee schedule in

effect at the time.

5. **Term of Agreement.** The term of this AMDA shall be until December 31, 2035. If Master Developer and/or Owners have not been declared in Default as of December 31, 2035, or, if declared in Default as of that date and if such Default is being cured as provided herein, this AMDA shall be automatically extended until December 31, 2040. This AMDA shall also terminate automatically at Buildout.

5.1. Survival. Notwithstanding any expiration of the term of this AMDA, all obligations of Master Developer to indemnify, defend and hold the Town harmless for the Environmental Conditions shall survive termination or expiration. In addition, all obligations of the Master Developer to indemnify, defend and hold the Indemnified Town Parties harmless in this AMDA shall survive termination or expiration. Also, the HOA(s)'s obligations for maintenance of streets, Parks, Trails Open Space, or Public Infrastructure, as provided herein or as further agreed to by the Parties, shall continue in perpetuity. Upon expiration of the term of this AMDA, any remaining portions of the Property shall be developed, if at all, pursuant to the Town's Future Laws.

6. **Processing of Development Applications.**

6.1. **Submitting Development Applications.** Master Developer and any other Applicant shall submit Development Applications for improvements within the Project in the manner required under this AMDA and the Town's Vested Laws (or, if applicable, the Town's Future Laws).

6.2. **Town Denial of a Development Application.** If the Town denies a Development Application the Town shall provide a written determination

advising the Applicant of the reasons for Denial including specifying the reasons the Town believes that the Development Application is not consistent with this AMDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

6.3. **Meet and Confer regarding Development Application Denials.** The Town and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

6.4. **Mediation of Development Application Denials.**

6.4.1. Issues Subject to Mediation. Issues resulting from the Town's Denial of a Development Application that are not subject to arbitration provided in Section 6.7 shall be mediated.

6.4.2. Mediation Process. If the Town 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 with knowledge of the legal 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. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the parties shall request that the mediator

notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.5. **Arbitration of Development Application Objections.**

6.5.1. Issues Subject to Arbitration. Issues regarding the Town's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

6.5.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.6.2.

6.5.3. Arbitration Process. If the Town and Applicant are unable to resolve an arbitrable issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question or another experienced arbitrator with relevant expertise or experience. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own proposed expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days from appointment, or such other time as is reasonable under the circumstances, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision

shall be final and binding upon both parties.

6.6. **Application Under Town's Future Laws.** Without waiving any rights granted by this AMDA, Master Developer may at any time, choose to submit (or may authorize an Applicant to submit) a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Master Developer and Owners are not in Default under this AMDA. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from making subsequent Development Applications under the Town's Vested Laws.

7. **Construction and Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required by the Town in connection with, and as a condition of approval for, a Development Application. All required easement rights that the Town does not have the authority to grant, and all other rights required for the Development of the Project, shall be the obligation of the Master Developer to obtain.

7.2. **Bonding.** If and to the extent required by the Town's Vested Laws or the Town's Future Laws (whichever is in force when a Development Application is submitted), unless otherwise provided by Chapter 10-9a of the Utah Code as

amended, Master Developer shall provide security for any completion of Public Infrastructure and such components of private infrastructure owned by the HOA(s) which will be open to the public or maintained by the HOA(s) under this AMDA. Master Developer shall provide such security in a form acceptable to the Town or as specified in the Town's Vested Laws or the Town's Future Laws (as applicable). Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws or the Town's Future Laws (as applicable).

7.2.1. **Reclamation Bonds.** For any Development Application that requires clearing or grubbing of land shall be accompanied by a bond (or other security reasonably acceptable to the Town) in the standard Utah form for "reclamation bonds" for the reclamation of the disturbed area. A reclamation bond shall contain standard Utah provisions for the release and transfer between Developments.

7.3. **Parks, Trails and OpenSpace.** Master Developer shall construct the Parks, Trails and OpenSpace in locations shown on the Concept Plan in connection with the plans and specifications in the Town's Vested Laws.

7.3.1. Open to the Public. The Parks will be open to, and for the use of, the public.

7.3.2. Timing of Construction. The Parks, Trails and Open Space shall, generally, be improved along with the construction of the Development Applications to which they are adjacent. Parks and Trails shall be constructed in all Phases as will be shown on the Phasing Plan. The Trails

shown in red on the Concept Plan shall be constructed along with the first ten percent (10%) of the Residential Dwelling Units. No building permits shall be issued for the final twenty (20%) of the Maximum Residential Units until the required Parks, Trails and Open Space have been completed.

7.3.3. HOA(s) Responsibility for Costs. The HOA(s) shall bear all costs and expenses associated with maintaining and operating the Parks, Trails and Open Space consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. The HOA(s) will also maintain insurance for the Parks, Trails and Open Space in the manner applicable under Utah law to HOA(s) common areas and the Town shall be named as an additional insured on all such policies of insurance. The CC&Rs will provide that in the event of the HOA(s) default on the obligation to maintain the Parks, Trails and Open Space then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the respective defaulting HOA(s) or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA(s).

7.3.3.1. Affordable and other non-market rate HOA(s) Fees. No deed-restricted affordable or other non-market rate rental Residential Dwelling Units shall be assessed HOA(s) fees. For-sale Residential Dwelling Units units, such as cottages, twin townhomes, or condominiums shall not exceed the following monthly HOA fees:

7.3.3.1.1. Units deed-restricted up to 80% of AMI shall have a

maximum monthly HOA fee of $150.00.

7.3.3.1.2. Units deed-restricted up to 100% of AMI shall have a maximum monthly HOA fee of $250.00

7.3.3.1.3. Units deed-restricted up to 120% of AMI shall have a maximum monthly HOA fee of $350.00

7.3.3.2. These fees may not increase more than three percent (3%) per year and only if the sixty six percent (66%) of the full membership of the relevant HOA votes for the increase (for the market rate units).

7.3.4. Chair Lift Feasibility Study. The Concept Plan illustrates a potential "chair lift" or other conveyance from the town center area of the Project to the top of what is referred to as "Richardson Flats Peak". The option to connect down the southern side of the peak (if easements are procured) to tie into the Town's trail system could provide an alternative mode for residents to access the Town Center. Master Developer shall promptly work with the Town on a financial feasibility study for the "chair lift" and, if the "chair lift" is determined to be financially feasible then Master Developer shall construct it within the time provided in the feasibility study.

7.3.4.1. *Alternatives to Chair Lift*. If the Parties ultimately jointly determine that the "chair lift" is either not feasible or that there is a better public use of the anticipate costs of the "chair lift" then Master Developer shall provide the Town with up to six hundred fifty thousand dollars ($650,000.00) to be used for the jointly selected alternative.

7.4. **Construction and Maintenance of Public Streets in the Project.** Master

Developer shall construct the public streets in the Project to the standards specified in the Town's Vested Laws and shall dedicate the streets to the Town when and as such streets are substantially completed and accepted by the Town. Master Developer shall bear all costs and expenses associated with constructing the streets and maintaining the streets consistent with the maintenance standard applicable under Town's Vested Laws, but in any event in a commercially reasonable manner. The Town shall maintain the streets in the Project subject to reimbursement from the Master Developer and/or the HOA(s). The Town will submit invoices for the cost of such maintenance to the Master Developer and/or the HOA(s) on a regular basis, but not more frequently than once each month, outlining the actual and reasonable costs of such maintenance and including such supporting documentation as the HOA(s) may reasonably request. The CC&Rs for the HOA(s) will provide that in the event of the HOA(s)'s default on the obligation to fund the maintenance of the streets then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the HOA(s) or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA(s). Notwithstanding the foregoing, in the event of a dispute regarding the cost of maintenance of the streets, the dispute resolution provisions of Section 6.6 and 6.7 shall apply.

7.4.1. Traffic Study. Master Developer shall fund a Traffic Study with a consultant jointly selected by the Town and Master Developer. The traffic study shall model the traffic impact and expected flows for a number of scenarios including varying usage levels of construction of the project

facilities, the impact from the addition of one or more connections to SR 248, safe access for pedestrian and non-motorized traffic, and potential wildlife fencing to minimize wildlife-traffic incidents. The traffic study shall be used by the Town and Master Developer to facilitate the funding of potentially recommended mitigation measures including from third-party sources.

7.4.2. 248 Connection. The Concept Plan illustrates a potential road connection running north from the "Town Center" area to Utah Highway 248. The Town and Master Developer will work cooperatively to acquire the right to construct that road. If and when such connection rights are acquired Master Developer shall promptly design, engineer and construct that road at Master Developer's sole cost and expense which shall be thereafter dedicated to the public. Master Developer shall also work with the Town on other alternative accesses to the Project.

7.4.3. If the Fire Marshall approves any Development Application the Town may not deny the Development Application due to the lack of the 248 connector or some other alternative access or the traffic study.

7.5. **Common Areas**. In addition to the Parks, the Master Developer and HOA(s) shall be responsible for all other common areas shown on the Concept Plan or required by the Town under this AMDA or the Town's Vested Code or, if applicable, the Town's Future Code, in connection with a Development Application. The HOA(s) will bear the cost of maintaining such common areas in a commercially reasonable manner. The CC&Rs for the HOA will provide that in the event of

the HOA's default on the obligation to maintain the common areas then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the HOA or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA.

7.6. **Private Streets.** As a part of the approval of a Development Application the Town may approve a private street.

7.7. **Land for Public Service Facilities and Town Hall.** On or before March 1, 2021 Master Developer shall donate up to 3 acres of land within the Project to the Town for the Town's potential construction of a police and/or fire station and a potential Town Hall. The location of this site shall be mutually determined. The deed for this site shall contain a reversionary clause limiting the uses to those specified above. The time for this donation shall be extended *pari passu* if the effective date of this AMDA is extended as a result of any litigation or other statutory grounds.

7.8. **Master Developer Liability.** The Master Developer will be jointly and severally liable with the HOA for all costs, expenses, and other obligations, including reimbursement and indemnification obligation, to be borne by the HOA as set forth herein.

7.9. **No System Improvements.** As material consideration for the Town's willingness to enter into this AMDA, and given the large size and impact of the proposed Project, the Parties stipulate as follows:

7.9.1. All offsite and onsite improvements required for the Project (regardless of whether they are public or private improvements) shall be deemed to be

"project improvements" and not "system improvements", as those terms are defined under Utah law, including, without limitation, in Utah Code Ann. § 11-36a-102 of the Impact Fees Act (2020). This means that none of the offsite or onsite improvements for the Project will qualify for reimbursement from the Town in the form of impact fee credits or otherwise.

7.9.2. Master Developer, for itself and on behalf of all future owners or builders of property within the Project, irrevocably waives and releases all claims for reimbursement and impact fee credits relating to offsite and onsite improvements, even if the Town elects to accept public dedications of any such improvements.

7.9.3. Master Developer, for itself and on behalf of all future owners or builders of property within the Project, irrevocably waives and releases all claims and actions against the Town arising under or relating to the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101 et al.) (2020).

7.9.4. The Parties acknowledge that the Town would not be willing to enter into this AMDA but for the terms, releases, and protections provided to the Town under this Section 7.9. The Town is relying on the assurances and provisions of this Section 7.9 in electing to approve and sign this AMDA.

8. **Design Standards.**

8.1. **Creation of Design Standards.** The Parties acknowledge that an integrated, consistent, high-quality design for Silver Meadows is important to its success and to the image of the Town. The Parties further acknowledge that the level of detail required for the Design Standards including architectural elements,

massing, setbacks, building materials, surface treatments, landscaping, signage and other such items are beyond what is contemplated in the Zoning Ordinance. The Parties intend to work cooperatively to create a mutually acceptable set of the Design Standards on or before March 1, 2021 including meetings with the Town's Planner, the Planning Commission, the Town Council and public input. The Design Standards, when adopted, shall automatically become a part of this AMDA.

8.2. **Compliance With Design Standards.** All Development constructed in the Project shall comply with the Design Standards. The Town shall have no obligation to issue a building permit or certificate of occupancy for any Residential Dwelling Units, Commercial Projects or other improvements which do not comply with the Design Standards.

8.3. **HOA(s) Responsibilities.** Before any Development Application is submitted to the Town the HOA(s) shall certify to the Town that such plans comply with the Design Standards. The HOA's certification will be subject to confirmation by the Town.

8.4. **Town Review.** After receiving the HOA's certification of compliance with the Design Standards the Town, through the Administrator, will review such plans for compliance with the other provisions of this AMDA and with the Town's Vested Laws or the Town's Future Laws, as applicable. If, at any time, the Town has reason to question the accuracy of the HOA's certification, the Town may, directly or through a third-party consultant, conduct its own review of compliance with the Design Standards and the Applicant will bear the cost of the

Town's review of the Design Standards.

8.5. **Enforcement**. In the event that the Town is required to take action to enforce the Design Standards, whether or not legal action is initiated, the non-complying Applicant shall be liable for all costs and expenses, including reasonable legal fees, incurred in such enforcement actions.

8.6. **Design Review Committee**. The Town may establish a Design Review Committee made up of the Administrator or designee and two Town Council members.

9. **Default.**

9.1. **Periodic Review.** The Town may conduct a review of this AMDA at least annually to evaluate compliance with this AMDA by Master Developer and Owners.

9.2. **Contents of the Notice of Default**. If any Party becomes aware of a Default in the performance the respective obligations hereunder that Party shall provide Notice to the other Party. The Notice of Default shall:

9.2.1. Specific Claim. Specify the claimed event of Default;

9.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, ordinance, rule, regulation or provision of this AMDA that is claimed to be in Default; and

9.2.3. Optional Cure. The Party giving Notice of Default may, in its discretion, propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

9.3. **Failure to Prosecute Completion of Building Permit.** In addition to any other

breach that may be material, the Town may consider the prolonged failure to prosecute the completion of a building permit as required under the Town's Vested Laws once work has begun to be a Default.

9.4. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 6.6. If the claimed Default is subject to Arbitration as provided in Section 6.7 then the parties shall follow such processes.

9.5. **Remedies.** If the parties are not able to resolve the Default by the dispute resolution provisions of Sections 6.3, 6.4 and 6.5, or if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in Section 9.8:

9.5.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

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

9.5.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for Development of the Project.

9.6. **Public Meeting.** Before any remedy provided for in Section 9.4 may be imposed by the Town, the party allegedly in Default shall be afforded the right to attend a public meeting before the Town Council and address the Town Council

regarding the claimed Default.

9.7.**Emergency Defaults.** Anything in this AMDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling interest of the Town and that any delays in imposing such a default would also impair a compelling interest of the Town then the Town may impose the remedies of Section 9.4 without complying with the requirements of Sections 9.5. The Town shall give Notice to Master Developer of any public meeting at which an emergency default is to be considered and the Master Developer shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default.

9.8.**Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended to a reasonable period and the defaulting party shall continuously pursuing a cure with reasonable diligence.

9.9.**Limitation on Remedies for Town's Default.** Anything in this AMDA notwithstanding Master Developer and Owners shall not be entitled to any claim for any monetary damages as a result of any Default by the Town of this AMDA. Master Developer and Owners expressly waive any damages claims thereto. The sole remedy available to Master Developer and Owners shall be that of specific performance or injunctive relief. Notwithstanding the foregoing, in addition to any rights specifically set forth in this AMDA, in the event of a default by Master Developer or Owners, the Town may seek applicable remedies under law and equity including actual monetary damages incurred by the Town as a result of the Master Developer's or Owners' failure to perform hereunder, respectively. The

Town shall have no recourse or remedy as against Master Developer for Owners' Default or as against Owners for Master Developer's Default.

9.10. **Owners' Right of Succession.** If Master Developer Default in its obligations under this AMDA and its rights hereunder are terminated with no right of appeal, the Town shall give Notice to Owners of said termination. Within thirty (30) days of the Town's Notice, Owners may in their sole discretion and upon Notice to the Town, assume the Master Developer's rights and obligations under this AMDA. Following Owners' notice, Owners shall have two (2) years to cure said Default(s) and otherwise bring current all Master Developer and/or Owner obligations under this AMDA. If Owners assume Master Developer's rights and obligations under this AMDA pursuant to this sub-section no pre-termination or post-termination actual or purported Default in any Master Developer and/or Owners obligations under this AMDA shall constitute a Default by Owners during that two (2) year period. If Owners do not assume Master Developer's rights and obligations under this AMDA as and when hereinabove contemplated, this AMDA shall be null and void with no further recourse or remedy as between the Town or Owners.

10. **Notices.** All notices required or permitted under this AMDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer :

NB 248, L.L.C.
Attn: Mr. Nate Brockbank
2265 East Murray Holladay Road
Holladay, UT 84117

With a Copy for Master Developer to:

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake Town, UT 84106
bbaird@difficultdirt.com

To Owners:

Stichting Mayflower Mountain Fonds and Stichting Mayflower Mountain Fonds

Stichting Beheer Mayflower Project
John Molenaar
MOLENAAR/MARKS
Barbara Strozzilaan 101
1083 HN Amsterdam NL
john@molenaarmarks.nl

Stichting Beheer Mayflower Project
Harman Kloos
Kloos Consultants
Sweelincklaan 83
3723 JC Bilthoven NL
hkloos@xs4all.nl

With a Copy for Owners to:

Craig C. Coburn, Esq. /Steven H. Bergman, Esq.
Richards Brandt Miller & Nelson
111 East Broadway, Suite 400
Salt Lake City, UT 84111
Telephone No.: 801.531.2000
Craig-coburn@rbmn.com
Steven-bergman@rbmn.com

To the Town:

Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail
Hideout, UT 84036

With a Copy for the Town to:

Polly McLean, Esq.
Peak Law, PLLC
395 Crestview Dr.
Park City, UT 84098_
polly@peaklaw.net

10.1. **Effectiveness of Notice.** Except as otherwise provided in this AMDA, each

Notice shall be effective and shall be deemed delivered on the earlier of:

10.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then Notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then Notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Postal Service. Any party may change its address for Notice under this AMDA by giving written Notice to the other party in accordance with the provisions of this Section.

11. **Administrative Amendments.** The following modifications to this MDA may be considered and approved by the Administrator:

11.1. Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

11.2. Design Standards. Modifications of the Design Standards as may be permitted by the Design Standards.

11.3. Sizes of Commercial Projects. Modifications to the sizes of buildings for Commercial Projects up to twenty percent (20%) of what is specified in Section 3.6.

11.4. Re-location Senior/Community Center and Assisted Living Center. Relocation of the Senior/Community Center and/or the Assisted Living Center within the "Town Center" area of the Concept Plan.

11.5. Minor Amendment. Any other modifications deemed to be minor modifications by the Administrator.

11.6. Application to Administrator. Applications for Administrative Amendments shall be filed with the Administrator.

11.7. Administrator's Review of Proposed Administrative Amendment. The Administrator shall promptly consider and decide upon the proposed administrative amendment within a reasonable time. If the Administrator approves the administrative amendment, either as proposed or with such modifications as may be agree to by Master Developer, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

12. **Miscellaneous.**

12.1. **MIDA.** No portion of the Property may be included by Owners or Master Developer in a "Military Installation Development Authority" project area without the consent of the Town.

12.2. **School Site Set Aside.** The Concept Plan shows a site of approximately eight and one half (8.5) acres to be set aside for sale as a potential future school site. Master Developer shall dedicate that site to the Town on or before March 21, 2021 for the purpose of the Town's later donating that site to public school. The deed for the school site shall contain a reversionary clause limiting the uses to that of a public school. The time for this donation shall be extended *pari passu* if the effective date of this AMDA is extended as a result of any litigation or other statutory grounds.

12.3. **Economic Impact/Optimization Study.** Master Developer shall, within six months of the execution of this AMDA, and at Master Developer's expense, cause to be performed an economic impact/optimization analysis to evaluate the economic impact of the Project and the potential optimizations of the impact, including, but not limited to, revenues from point-of-sale taxes, property taxes, building permit and other fees, and how to optimize the economics for the Parties. Master Developer and the Town shall jointly select the consultant and shall cooperate in conducting and preparing the study. The study shall be used by the Town and the Master Developer to consider any modifications to this AMDA or the Concept Plan that might improve the financial performance of the Project in light of the other planning and development goals of the Town and the Master Developer.

13. **Estoppel Certificate.** Upon twenty (20) days prior written request by the Town, Owners or Master Developer, then the other Party or Parties will execute an estoppel certificate to any third party certifying that requesting Party is not, at that time, in

default of the terms of this AMDA or identify a default which the responding Party claims to exist.

14. **Headings.** The captions used in this AMDA are for convenience only and a not intended to be substantive provisions or evidences of intent.

15. **No Third Party Rights/No Joint Venture.** This AMDA does not create a joint venture relationship, partnership or agency relationship between the Town, Owners or Master Developer. Further, the Parties do not intend this AMDA to create any third-party beneficiary rights. The Parties acknowledge that this AMDA refers to a private development. The Town has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the Town has accepted the dedication of such improvements. At the time of acceptance, all rights and responsibilities—except for warranty bond requirements under Town's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the Town's except as otherwise provided in this AMDA.

16. **Sale of the Property.** Master Developer and/or Owners will give Notice to the Town if and when Master Developer or a related party as defined by I.R.S. Regulation 165 or another purchaser closes on the purchase of the Property from Owners and title to the Property passes to that purchaser. Upon giving such Notice, Owners shall be deemed released as parties to this AMDA and any and all related rights and duties of Owners shall be released in their entirety as to Owners and vested solely in and assumed solely by Master Developer and/or said purchaser. The responsibility of the purchaser related to the duties and obligations in this AMDA shall be recorded against the Property.

17. **Assignability.** The rights and responsibilities of Master Developer under this AMDA may be assigned in whole or in part by Master Developer with the prior written consent of the Town as provided herein.

17.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision to home builders or end users (i.e. owners of individual Residential Dwelling Units) shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town.

17.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the Development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment subject to approval by the Town. Master Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the affected entity. Nothing in this Section will relieve Master Developer of any obligations hereunder unless and until another party, acceptable to the Town assumes in writing the duties and obligations set forth herein.

17.3. **Notice.** If the Master Developer or Owners intends to assign this AMDA in a manner that would require consent from the Town, Master Developer or Owners shall give Notice to the Town of any proposed assignment and provide such

information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

17.4. **Time for Objection.** Unless the Town approves the proposed assignment in writing within twenty (20) business days of Notice, the Town shall be deemed to have denied the proposed assignment.

17.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities under the AMDA then the assignee shall be responsible for the performance of each of the obligations specifically referenced in the assignment instrument. Upon the assignee's assumption of rights and obligations any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but Master Developer shall remain responsible for the performance of any obligations that were not assigned.

17.6. **Denial.** The Town may withhold its consent to a proposed assignment if the Town is not reasonably satisfied of the assignee's financial or other ability to perform the obligations of Master Developer proposed to be assigned or if there is an existing breach of this AMDA that either has not been cured or is not in the process of being cured in a manner acceptable to the Town.

17.7. **Successor and Assignees Bound by AMDA.** Any successor or permitted assignee shall consent in writing to be bound by the assigned terms and conditions of this AMDA as a condition precedent to the effectiveness of the

assignment.

18. **No Waiver.** The failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

19. **Severability.** If any provision of this AMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this AMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this AMDA shall remain in full force and affect.

20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this AMDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, plague, pandemic, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this AMDA and every right or responsibility shall be performed within the times specified.

22. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this AMDA, the Town, Master Developer and Owners each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Master Developer . The initial representative for the Town shall be the Mayor of the Town, Phil Rubin. The initial

representative for Master Developer shall be Nate Brockbank. The initial representative for Owners shall be John Molenaar. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this AMDA and the Development of the Project.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this AMDA and therefore no provision of this AMDA shall be construed for or against any Party based on which Party drafted any particular portion of this AMDA.
24. **Applicable Law.** This AMDA 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.
25. **Venue.** Any action to enforce this AMDA shall be brought only in the Wasatch County, State of Utah.
26. **Entire Agreement.** This AMDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter set forth herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
27. **Recordation and Running with the Land.** This AMDA shall be recorded against the Property upon its execution. This AMDA shall be deemed to run with the land. The data disk of the Town's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the Town Recorder and each party shall also have an identical copy.
28. **Authority.** The Parties to this AMDA each warrant that they have all of the

necessary authority to execute this AMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this AMDA lawfully binding the Town pursuant to Ordinance No. ___ adopted by the Town on October __, 2020.

IN WITNESS WHEREOF, the Parties hereto have executed this AMDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
NB 248, LLC

_____
By: _____
Its: _____

TOWN
Town of Hideout

_____
By: _____,
Its: _____

OWNERS

Stichting Mayflower Mountain Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

By: _____
Its: _____

Stichting Mayflower Recreational Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

By: _____
Its: _____

Approved as to form for the Town:

_____
Town Attorney

Attest for the Town:

_____
Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On the _____ day of October, 2020, personally appeared before me Phil Rubin who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said _____ acknowledged to me that the Town executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of October, 2020, personally appeared before me Nate Brockbank, who being by me duly sworn, did say that he is the Manager of Western States Ventures, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

OWNERS ACKNOWLEDGMENT

STICHTING MAYFLOWER RECREATIONAL FONDS

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of October, 2020, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Stichting Beheer Mayflower Project which is the Manager of Stichting Mayflower Recreational Fonds a Netherlands association and that the foregoing instrument was duly authorized by the association in a lawful manner by authority of its association and signed in behalf of said association.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

STICHTING MAYFLOWER MOUNTAIN FONDS

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of October, 2020, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Stichting Beheer Mayflower Project which is the Manager of Stichting Mayflower Mountain Fonds a Netherlands association and that the foregoing instrument was duly authorized by the association in a lawful manner by authority of its association and signed in behalf of said association.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A" Legal Description of the Property
Exhibit "B" Concept Plan
Exhibit "C" Town's Vested Laws
Exhibit "D" Zoning Map
Exhibit "E" CMT Environmental Study

EXHIBIT C

(Official Zoning Map)

EXHIBIT B TO THE AMDA

SILVER MEADOWS CONCEPT PLAN

OCTOBER 15, 2020

N

0 100 200 400 600
SCALE: 1"=200'

LANGVARDT DESIGN GROUP
EST. 2006
LDG
SALT LAKE CITY
PLANNING & LANDSCAPE ARCHITECTURE

TRAIL ACCESS TO ADJACENT NEIHBORHOODS

MOUNTAIN LIFT TOP TERMINAL WITH VIEWING PLATFORM AND BENCHES

RICHARDSON PEAK

PP-28-1

PP-28-2

SADDLE VILLAGE

PASSIVE PARK

HIKING AND MOUNTAIN BIKING PARK OPEN SPACE

SS-125-C

MEADOW VILLAGE

SS-125

SS-86

ALLEY LOADED TWINHOMES

SCHOOL PARCEL 8.5 AC

CHURCH PARCEL

TOWN HALL AND COMMUNITY CENTER

MARKET/GROCER

CONDOMINIUMS OVER STRUCTURED PARKING WITH RETAIL/LIVE-WORK AT STREET LEVEL

21 SINGLE FAMILY LOTS ABOVE THE TOWN CENTER MAY BE RELOCATED INTO THE REMAINING PLAN AREAS SUBJECT TO TOWN PLANNING REVIEW AND A RIDGELINE ANALYSIS

SS-86

TOWN CENTER

BMC BUILDING MATERIALS

PARK EAST

CONDOMINIUM HOTEL

ACCESS TO HIGHWAY 248

BLACK ROCK RIDGE

VILLAGE PARK

SINGLE FAMILY COTTAGE LOTS

ALLEY LOADED TWINHOMES

SINGLE FAMILY LOTS

HIKING AND BIKING TRAILS

PHASE 1 HIKING AND BIKING TRAILS (IN RED)

SINGLE FAMILY COTTAGE LOTS

VILLAGE PARK

DEVELOPMENT DATA	
PROJECT AREA	348 AC
SINGLE FAMILY LOTS	240 UNITS
SF COTTAGE LOTS	95 UNITS
TWINHOMES	40 UNITS
APARTMENTS	100 UNITS
TOWN CENTER CONDOMINIUMS	125 UNITS
RETAIL/COMMERCIAL (NET)	95,000 SF
ASSISTED LIVING	72,800 SF
OPEN SPACE	+/- 206 AC

ASSISTED LIVING FACILITY

ACCESS TO RECREATION PARCEL

EXISTING RAIL TRAIL

EXISTING RICHARDSON FLAT ROAD

POLICE AND FIRE STATION

WORKFORCE HOUSING MIXED WITHIN TOWN CENTER

MOUNTAIN LIFT BASE AND PLAZA

EXISTING PARK AND RIDE

RETAIL SQUARE WITH RESIDENTIAL ABOVE

+/- 2 ACRES (NOT A PART)

OU1 SITE

HIGHWAY 248

NOTES:
1. NEIGHBORHOOD COMMERCIAL (NC) BUILDING MASSING SHALL VARY WITH +/- 33% EACH OF 2, 3 AND 4 STORY MASSING.

2. A MINIMUM OF 50% OF ALL REQUIRED RESIDENTIAL PARKING PROVIDED WITHIN THE TOWN CENTER SHALL BE PROVIDED IN STRUCTURED PARKING OR UNDER BUILDING.

EXHIBIT D TO THE AMDA

SILVER MEADOWS

ZONING PLAN

OCTOBER 15, 2020

N

0 100 200 400 600

SCALE: 1"=200'

LANGVARDT DESIGN GROUP EST. 2006 LDG SALT LAKE CITY PLANNING & LANDSCAPE ARCHITECTURE

TRAIL ACCESS TO ADJACENT NEIHBORHOODS

MOUNTAIN LIFT TOP TERMINAL WITH VIEWING PLATFORM AND BENCHES

RICHARDSON PEAK

PP-28-1

CR

PP-28-2

SADDLE VILLAGE

PASSIVE PARK

HIKING AND MOUNTAIN BIKING PARK OPEN SPACE

R6-Cluster

VILLAGE PARK

SINGLE FAMILY COTTAGE LOTS

ALLEY LOADED TWINHOMES

R6

SINGLE FAMILY LOTS

SS-125-C

CR

R3

HIKING AND BIKING TRAILS

MEADOW VILLAGE

R6

PHASE 1 HIKING AND BIKING TRAILS (IN RED)

SS-125

SINGLE FAMILY COTTAGE LOTS

VILLAGE PARK

R6-Cluster

R3

SS-86

R6

R3

ALLEY LOADED TWINHOMES

SCHOOL PARCEL

CHURCH PARCEL

CR

ASSISTED LIVING FACILITY

ACCESS TO RECREATION PARCEL

TOWN HALL AND COMMUNITY CENTER

NC

EXISTING RAIL TRAIL

MARKET/GROCER

R3

NC

NC

EXISTING RICHARDSON FLAT ROAD

CONDOMINIUMS OVER STRUCTURED PARKING WITH RETAIL/LIVE-WORK AT STREET LEVEL

SS-86

TOWN CENTER

21 SINGLE FAMILY LOTS ABOVE THE TOWN CENTER MAY BE RELOCATED INTO THE REMAINING PLAN AREAS SUBJECT TO TOWN PLANNING REVIEW AND A RIDGELINE ANALYSIS

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RETAIL SQUARE WITH RESIDENTIAL ABOVE

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+/- 2 ACRES (NOT A PART)

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OU1 SITE

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HIGHWAY 248

BLACK ROCK RIDGE

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