HIDEOUT, UTAH TOWN COUNCIL
SPECIAL MEETING AND CONTINUED PUBLIC HEARINGS
May 04, 2022
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Special Meeting and Continued Public Hearings electronically for the purposes and at the times as described below on Wednesday, May 4, 2022 at 6:30 p.m.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's April 11, 2022 No Anchor Site Determination Letter.

All public meetings are available via ZOOM conference call and YouTube Live.
Interested parties may join by dialing in as follows:

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

Special Meeting and Continued Public Hearings
6:30 PM

I. Call to Order

1. No Anchor Site Determination Letter

II. Roll Call

III. Continued Public Hearing Items

1. Continued discussion and possible approval regarding an amendment of the official Town of the Hideout Zoning Map to rezone parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Boulders at Hideout Development") from Mountain (M) zone to Neighborhood Mixed Use (NMU), and R6 (Residential 6) in accordance with the proposed zoning map
2. Continued discussion and possible approval of a Master Development Agreement (MDA) regarding the Boulders at Hideout Development

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 5/3/2022

April 11, 2022

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(5) and Hideout Town Ordinance 2020-03. The facts upon which this determination is based include: The seven-day rolling percent and number of positive COVID-19 cases in Utah has been over 3.8% of those tested since March 31, 2022. The seven-day average number of positive cases has been, on average, 101 per day since April 6, 2022.

This meeting will not have a physical anchor location. All participants will connect remotely. All public meetings are available via YouTube Live Stream on the Hideout, Utah YouTube channel at: https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/

Interested parties may join by dialing in as follows:

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

Additionally, comments may be emailed to hideoututah@hideoututah.gov. Emailed comments received prior to the scheduled meeting will be considered by Council and entered into public record.

This determination will expire in 30 days on May 11, 2022.

BY:

Phil Rubin, Mayor

ATTEST:

Alicia Fairbourne, Town Clerk

TOWN OF HIDEOUT CORPORATE Seal WASATCH COUNTY, UTAH

INTEGRATED planning & design

Staff Report for the Boulders – Development Agreement Review and Rezone Request

To: Mayor Phil Rubin
Hideout Town Council

From: Thomas Eddington Jr., AICP, ASLA
Town Planner

Re: The Boulders Development Agreement Review and Rezoning Request

Date: 30 April 2022

Updated Submittals: *Site Plan (25 April 2022)*
Draft MDA (24 April 2022)

Updates for Town Council

1. The Applicants are continuing to prepare the requested review materials for Town Council and have indicated they will need additional time to finalize information requested from the Town Council. The meeting on May 4, 2022 will be an opportunity for the Town Council to review the proposed project in further detail and ask questions. This meeting is a noticed public hearing for possible action.

2. The Applicants held an open house on April 27, 2022 to introduce the project to the community and outside parties interested in real estate opportunities.

3. The Town Council requested an online Community Survey to get residents' input regarding long-range planning issues, recognizing the proposed scale of The Boulders and its potential impact on the community. This survey will likely be distributed to the community the first week of May as an online survey – via Survey Monkey.

4. Town Council and the Applicants should agree upon a detailed timeline for future meetings so that the public fully understands the sequencing of future meetings should they wish to participate.

5. The Applicants prepared a 3D computer model that they will present to the Town Council.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

INTEGRATED planning & design

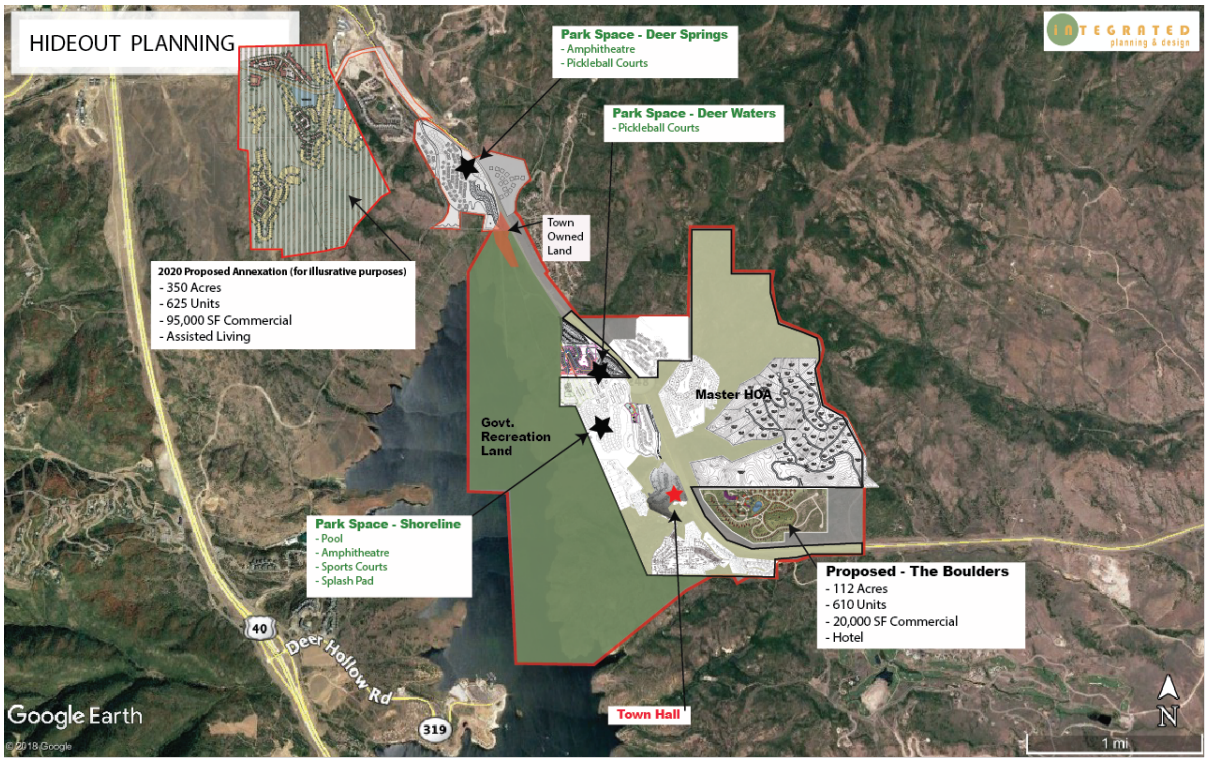
Context for the Proposed Rezone and Project

At prior meetings where The Boulders was discussed, some members of the Planning Commission and Town Council had some questions about the overall development patterns in the community. Rather than try to answer questions via a long narrative, the following map of the community provides a pretty clear overview of the approved and entitled development projects. Here is some background information regarding approved and entitled projects:

• Master HOA/Hideout Canyon MDA:	1,975 units/lots
• Deer Waters:	+/-110 units/lots
• Deer Springs:	248 units/lots
• Lakeview:	69 units/lots
• KLAIM:	88 units/lots
Total:	+/-2,490 units/lots*

** Approximately 553 of these are currently built-out and complete (with Certificates of Occupancy) and approximately 185 of these are the existing Deer Mountain Affordable Housing. Essentially, the Town has built out approximately 368 units since its founding.*

** This figure does not include the proposed 2020 annexation project (625 residential units and 95,000SF of commercial development (which has been found void ab initio by the District Court) nor is The Boulders included (610 residential units and 20,000 SF of commercial)*



* Note – The proposed Annexation Area has been found void ab initio by the District Court judge. It is used here for illustrative purposes only.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

INTEGRATED planning & design

Items for Discussion and Input

1. Fiscal Analysis

    a. The Applicants are currently preparing a fiscal impact analysis with anticipated revenues and expenses for the Town. This will include property tax revenue, sales tax revenue, transient room tax revenue, etc. In addition, the analysis will include expenses the Town would incur such as road maintenance and repair, snow removal, trail upkeep, utility lines, etc. – from both an anticipated staff cost and a hard/materials cost perspective.

2. Minimum SF of Commercial

    a. 20,000 SF of commercial proposed:
        i. Hotel (+/-4,000 SF for a restaurant and +/-4,000 SF of retail), B&B (+/-4,000 SF for a restaurant/cafe), Clubhouse (+/-2,000 SF), Retail Pad (+/-2,500 SF in the separate mixed-use building)
        ii. +/-7,500 SF of additional commercial space on the first floor of two or three of the big house condos.
    b. At present, the draft MDA reads that if the Applicants can't get a hotel to build on the site, the land will remain vacant.
        i. Does the Town Council wish to include a date by which the hotel will be constructed to ensure sales tax revenue? 3 years? 5 years? Does Council desire a minimum level (4-star) hotel that they want included in the MDA?
        ii. If the hotel is not constructed within the determined timeline, does Council wish to include language that the land under the hotel (and parking area) will revert to the Town?
    c. At present, the draft MDA reads that if the Applicants can't fill the +/-7,500 SF of commercial space in the retail building and on the first floors of the big house condos within one (1) year of Certificate of Occupancy (CO) for the residential condos, the space will revert to residential use.
        i. Is the Council comfortable with this language in the MDA?

3. Complete Build-Out Timeline and Water

    a. The draft MDA does not have a detailed timeline for proposed development activities.
        i. The Planning recommended a detailed phasing plan: Phase 1 by X year, Phase 2 by X year, etc.
        ii. Does Town Council concur that a phasing plan is needed?
        iii. There should be a project completion date included in the MDA.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

iv. Water is proposed to be acquired subdivision by subdivision. If water is not obtained, no construction can occur.

4. Amenities and Timing

   a. The Applicants shall explain the proposed sequencing for proposed amenities such as the pond, pavilion, amphitheater, trails, etc. Right now, the sequencing appears to be tied to building permits and issuance of Certificates of Occupancy (COs).
      i. If the Town Council recommends an overall Phasing Plan as noted in #3, amenity construction should be wrapped into the overall Phasing Plan.
      ii. The Town Council should review the map prepared and included at the beginning of this Staff Report to confirm the type of amenities needed in Town. Some are duplicative: Deer Springs includes an amphitheater and park as part of Phase 3. Deer Waters includes pickleball courts. Subsequent phasing in Shoreline also includes a pool, an amphitheater, sports courts, splash pad, etc.
      iii. Applicants are requesting exemption from providing the 18 acres of public space as is required by the Town's current code.

5. Request from Applicants for Relief from 2020 Hideout Town Code Requirements

   a. Roads and rights-of-way widths to Town standards
   b. Sensitive lands restriction on development
   c. Stormwater and basin locations
   d. Retaining wall heights
   e. visitor parking and parking calculations and bike parking
   f. Change to the setbacks required in all zoning district designation
   g. Exemption for public space requirements
   h. Other

6. Design Standards

   a. The Town Council has required Design Standards for prior MDAs and this project should include standards that address:
      a. Commercial / Hotel
      b. Housing
      c. Landscaping
      d. Bridges, Roads, Culverts
      e. Inclusive of Precedent Images
      f. Etc.
   b. The Applicants shall include the Town Planner, a Planning Commissioner and a Town Council member on the anticipated Design Review Committee (DRC).
   c. No design standards have been drafted or submitted.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

INTEGRATED planning & design

7. Contributions to Town

    a. $2.5mn for a pedestrian underpass under SR248 in a location to be determined by the Town and the POST Committee.
        i. Payment is recommended at $500,000 per year for the first five years and that money will come from the PID; the residents in the district will pay for this.
        ii. Is Council comfortable with this amount, which is approximately half of what the cost will be for an underpass?
    b. $300,000 for future snow plowing and maintenance of the main/spine roads the Applicants want to dedicate to the Town to maintain.
        i. Is the Council comfortable accepting this responsibility for road dedication (and maintenance, repair, and replacement)?
        ii. The Public Works Director should weigh in on the estimated cost to maintain the roads – snow plowing, replacement and repair, etc. Maintenance and repair projects will continue for the life of the project.
        iii. Applicants are proposing 28 units of affordable housing.

8. Undisturbed Land

    a. A minimum of 45% of the total (gross) site was proposed as undisturbed to the Planning Commission.
    b. Updates to the preliminary grading plan have seen this reduced to 5% – 15% of the site as undisturbed.
        a. The Town Council must provide input regarding the maximum amount of land disturbance permitted. Recent projects, Shoreline Phase 3 and Lakeview, with the densities proposed, required an almost complete denuding of the sites to accommodate development.
        b. The Town Council in their review and recommendation for the proposed annexation in 2020 reduced the density proposed by the developer and ensured more than 200 acres of the +/-350 acres would be open space (and most of this was to be undisturbed).
    c. This value must be defined numerically in the MDA
    d. 'Undisturbed land' must be defined in the MDA
    e. Areas to remain undisturbed must be illustrated on a site plan and included in the MDA.

9. Connectivity to Nearby Neighborhoods

    a. The Applicant shall explain the proposed connection to Golden Eagle and the entrance road to Golden Eagle.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

INTEGRATED planning & design

10. Delineation of Housing Types and Numbers

a. The Applicants shall provide the exact numbers of each housing type and square footage for each type. This information is necessary for the Town Council to understand, in detail, how many actual units/doors/keys will be constructed and how this relates to the maximum ERUs permitted per the MDA.
b. The type of housing proposed should also be included in the overall Phasing Plan for The Boulders.

integrated planning & design ● po box 681127 park city ut 84068 ● 609.335.2850 ● thomas@inplandesign.com

31 March 2022

McKay Christensen and Todd Amberry
Skyhawk Development, LLC
11275 North Normandy Way
Highland, UT 84003

Re: The Boulders Development in Hideout
Concept Plan Approval by Planning Commission

Dear McKay and Todd:

Per Section 11.06.20 of the Hideout Town Code (HTC), an approved Concept Plan is valid for six (6) months from the date of approval. The Concept Plan submitted for The Boulders development was approved by the Planning Commission at the February 17, 2022 Planning Commission meeting and will expire on August 17, 2022. The Concept Plan approval is designed to be the initial step to get input and direction from the Planning Commission prior to submitting a Preliminary Plat for the site. A complete application package for a Preliminary Plat should be submitted to the Town of Hideout prior to August 17, 2022 that is compliant with the approved Concept Plan to avoid a required resubmittal of the Concept Plan:

> *11.06.20(H): The approval of the Concept Plan shall be effective for a period of six (6) months from the date the Concept Plan is approved by the Planning Commission, at the end of which time the Applicant must have submitted a Preliminary Plan for approval. If a Preliminary Plan is not submitted for approval within the six (6) month period following approval, or as extended by the Planning Commission in writing, the Concept Plan shall be void, and the Applicant shall be required to submit a new Concept Plan for review and approval subject to the existing provisions of this Code. An approved Concept Plan does not authorize the applicant to begin any form of land disturbing activities.*

The following discussion and conditions were part of the Concept Plan approval at the February 17, 2022 Planning Commission meeting. These lists are not exhaustive and are included to provide you a general overview of the input provided by the Planning Commission:

Concept Plan (see Exhibit A, dated 8 February 2022)

Per HTC 11.06.18, the Planning Commission reviewed the proposed Concept Plan and approved it at the February 17, 2022 meeting with the following conditions:

- Maximum density allowance: +/-610 Units/'Doors' (or +/-577 ERUs; or 5.35 units per acre)
- Undisturbed area requirements shall be provided. The Applicant's submitted plans indicated that 45% - 55% of the site would be undisturbed. Clarification of undisturbed land vs. open space shall be clarified
- A minimum square foot (or acreage allotment) for commercial development shall be provided; 10,000 to 20,000SF was discussed at the Planning Commission meeting
- All roads must meet the Town Code standards
- All trails and open space must be approved by the POST Committee
- Design Standards and review process shall be included in a Master Development Agreement
- Traffic analysis must be at a level B or higher for all areas of the proposed development
- Any updated zoning standards shall be applicable for the development
- An easement across The Boulders property to Golden Eagle to connect the two neighborhoods, for emergency access at a minimum
- Visitor parking shall be included to adequately address commercial, parks, trails and other users' needs

In addition, as part of the Concept Plan , the Planning Commission had the following comments which are also related to the associated Rezone Request:

The Planning Commission reviewed the proposed changes - Neighborhood Mixed-Use (NMU) combined with the residential zoning districts - and favorably recommended the Application to the Town Council with the following conditions:

- The density for the entire Boulders Concept Plan should be reduced or, at a minimum, shall be capped at 577 ERUs and in approximately the same configuration as included in the Applicant's ERU calculation table included in the Staff Report.
    - The Applicant indicated a reduction of density in the 'big house condos' could be considered, specifically to accommodate additional commercial development on the first floor(s)
- If infrastructure or site conditions limit are not suitable to allow a density up to 577 ERUs, the Planning Commission and/or the Town Council may limit the maximum allowable ERUs
- A minimum of 45% (or 50 acres) of the proposed Boulders Concept Plan (112 acres) shall remain undisturbed – trees, vegetation, slope, etc. shall remain in a natural condition.
- The Boulders Concept Plan layout shall take precedent at time of Subdivision application (Preliminary Plat) when considering massing and building typology.
- A Public Infrastructure District (PID) may be requested by the Applicant. This requires approval by the Town Council.
- Determine a minimum threshold for NMU commercial development – a minimum square feet dedicated to commercial uses. This development (retail pad) as well as the hotel, the bed-and-breakfast, and the community center (fitness center, etc.) must be incorporated into the first phase or two of any permitted

development activity (complete by award of any building permits for ERUs associated with the second half of the project).

- A financial contribution to an underpass under SR248 (location to be determined) in the amount of $2.5mn - $5mn; Town Council to review and determine.
- Any approved rezoning approval would be contingent upon the Applicant successfully addressing all conditions (as incorporated into a Master Development Agreement) within one year. If any of the conditions of the Development Agreement aren't met by February 17, 2023, (one year) then the Rezone Ordinance will no longer be effective and shall be repealed. The zoning for the full 112-acre site will revert back to the original Mountain (M) zoning designation.
- Consider finalizing (and reducing the breadth of) the zoning district boundary lines at time of subdivision application.
- Subsequent to this meeting, at the initial Town Council meeting (3/10), Town Staff recommended consideration of a Planned Performance Development (PPD) in lieu of a formal rezoning by district designation to allow for flexibility while also ensuring a cap on density and enforcement of the Concept Plan layout.

McKay and Todd, we look forward to working with you for the duration of this project. If there is anything you need or that I can help you with, please don't hesitate to contact me at any time.

Sincerely,



Thomas Eddington Jr., AICP, ASLA
Hideout Town Planner

C: Mayor Phil Rubin
Tony Matyszczyk, Planning Commissioner Chairman
Jan McCosh, Town Administrator
Polly McLean, Town Attorney
Ryan Taylor, Town Engineer
Timm Dixon, Director of Public Works/Engineering
Alicia Fairbourne, Town Clerk
Kathleen Hopkins, Deputy Town Clerk

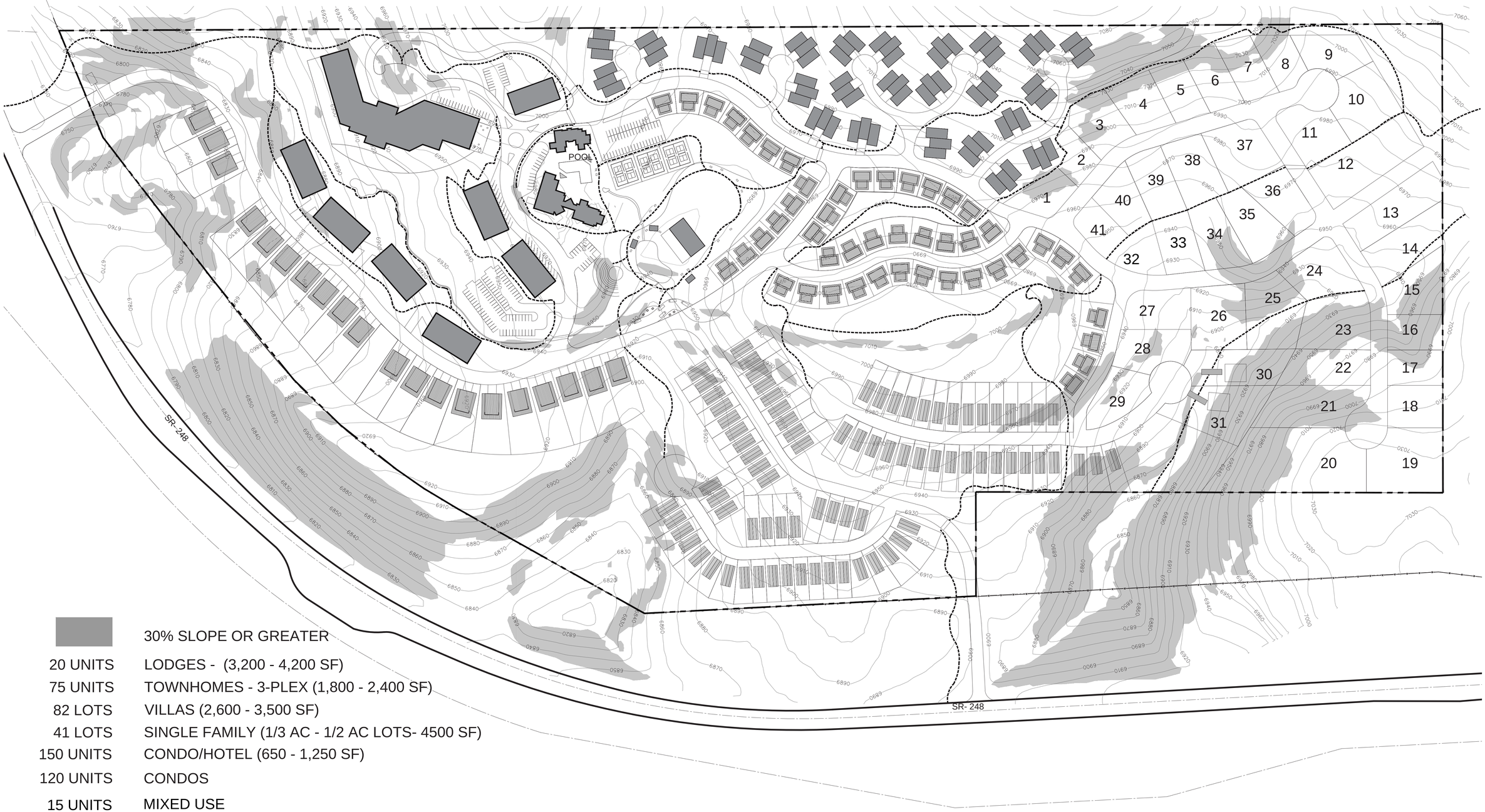
Exhibit A
Concept Plan (dated 8 February 2022)



USE	COMMERCIAL SF
HOTEL	125,000
RESTAURANT - HOTEL	4,000
BOUTIQUE HOTEL	7,000
RESTAURANT - BOUTIQUE HOTEL	4,000
MIXED USE BUILDING	2,500
CLUBHOUSE COFFEE	1,200
CLUBHOUSE SUNDRIES	500
FOOD TRUCK LOT	2,000
TOTAL	146,200

BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK DEVELOPMENT 02.08.22 PEC



	30% SLOPE OR GREATER
20 UNITS	LODGES - (3,200 - 4,200 SF)
75 UNITS	TOWNHOMES - 3-PLEX (1,800 - 2,400 SF)
82 LOTS	VILLAS (2,600 - 3,500 SF)
41 LOTS	SINGLE FAMILY (1/3 AC - 1/2 AC LOTS- 4500 SF)
150 UNITS	CONDO/HOTEL (650 - 1,250 SF)
120 UNITS	CONDOS
15 UNITS	MIXED USE
48 UNITS	CASITAS (2,200 SF - 2,800 SF)
20 UNITS	EXISTING HOME- B&B (11,400 SF)
28 UNITS	AFFORDABLE HOUSING
599 UNITS	TOTAL

112 ACRES TOTAL

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS

SR- 248

Phase 1

Phase 2

Phase 3

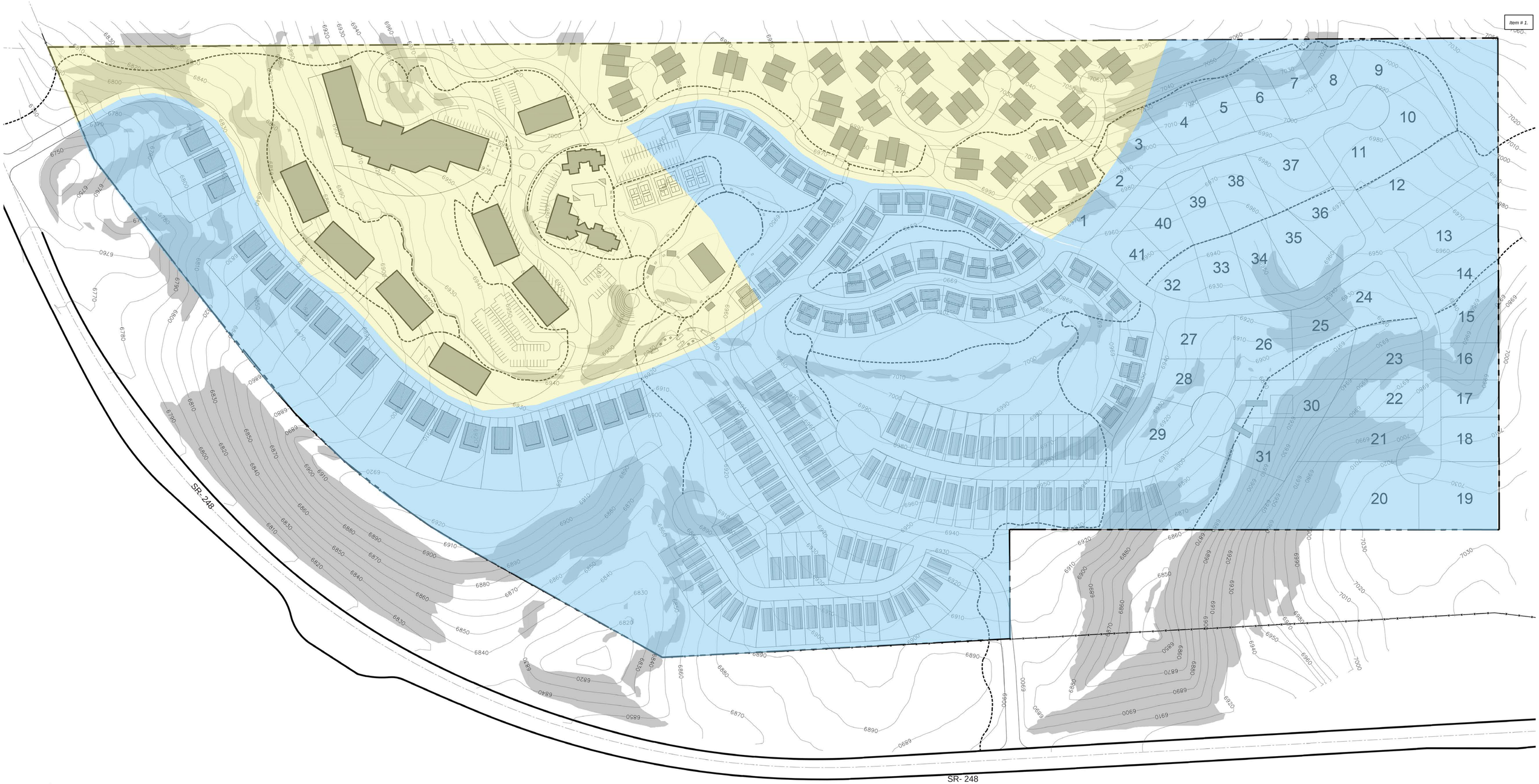
PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT
ROAD PHASING

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



NMU (35 ACRES)

R6 (80 ACRES)

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT

ZONES

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS

SR- 248

PRIVATE ROAD

PUBLIC ROAD

PRELIMINARY SUBJECT TO CHANGE

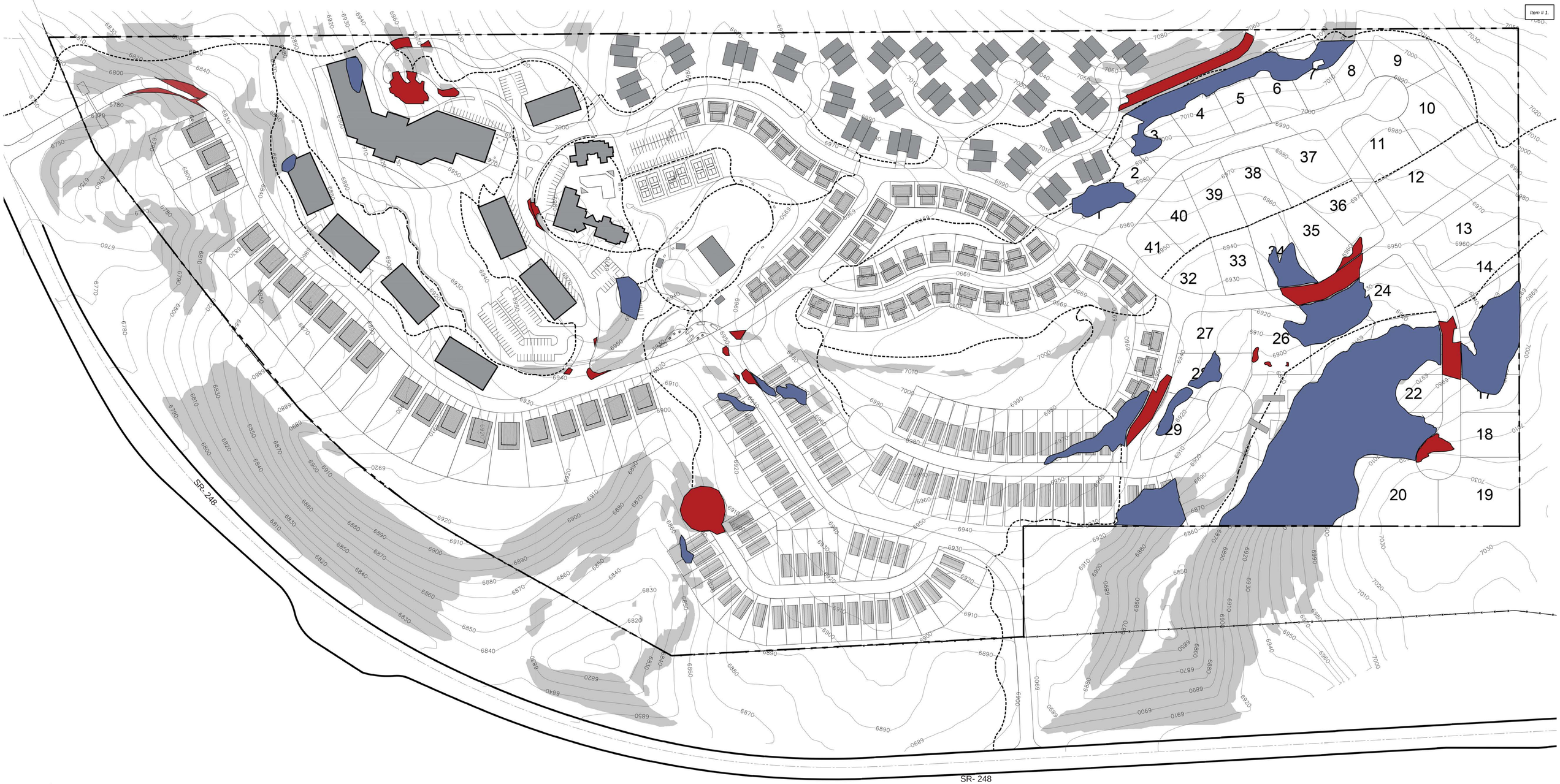
BOULDERS AT HIDEOUT

PUBLIC & PRIVATE ROADS

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



30% SLOPES BEING DISTURBED DUE TO ROAD WAYS

30% SLOPES BEING DISTURBED DUE TO ROAD WAYS

PRELIMINARY SUBJECT TO CHANGE

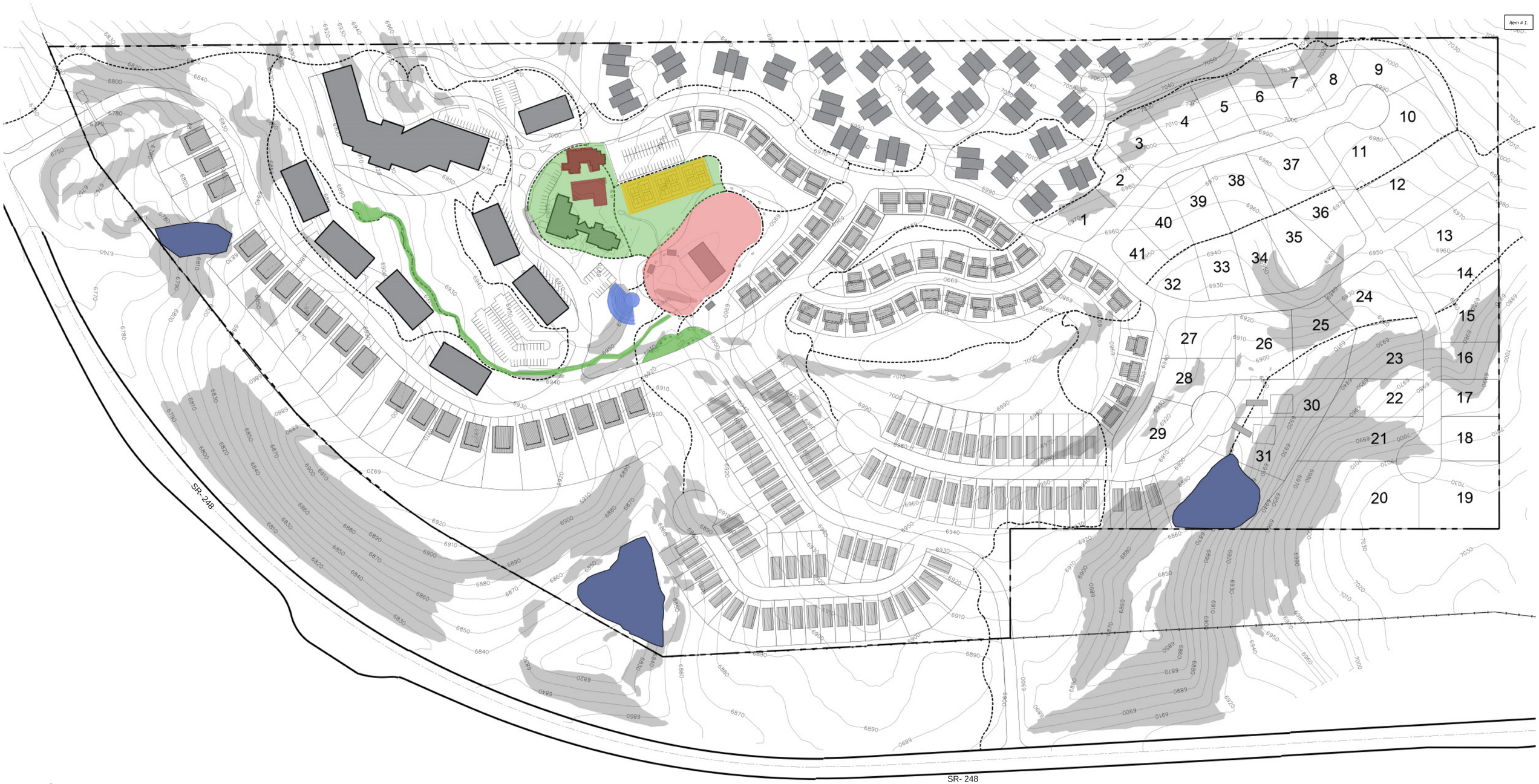
BOULDERS AT HIDEOUT

30% DISTURBED SLOPES

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



PHASE ONE (AMPHITHEATER) CofO 200 UNITS

PHASE TWO (POND, PARK, & PAVILION) CofO 300 UNITS

PHASE THREE (PICKLE BALL COURTS) CofO 400 UNITS

PHASE FOUR (CLUBHOUSE & POOLS) CofO 500 UNITS

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT

AMENITIES PHASING

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



TOTAL 112 ACRES - 35% OPEN SPACE

TOTAL UNDISTURBED OPEN SPACE - 22.28 ACRES

CONDOS, HOTEL, BOUTIQUE HOTEL, - 2.06 ACRES

LODGES, CASITAS, VILLAS, SINGLE FAMILY HOMES, TOWNHOMES, CLUBHOUSE - 49.33 ACRES

OPEN SPACE - 39.64 ACRES 35%

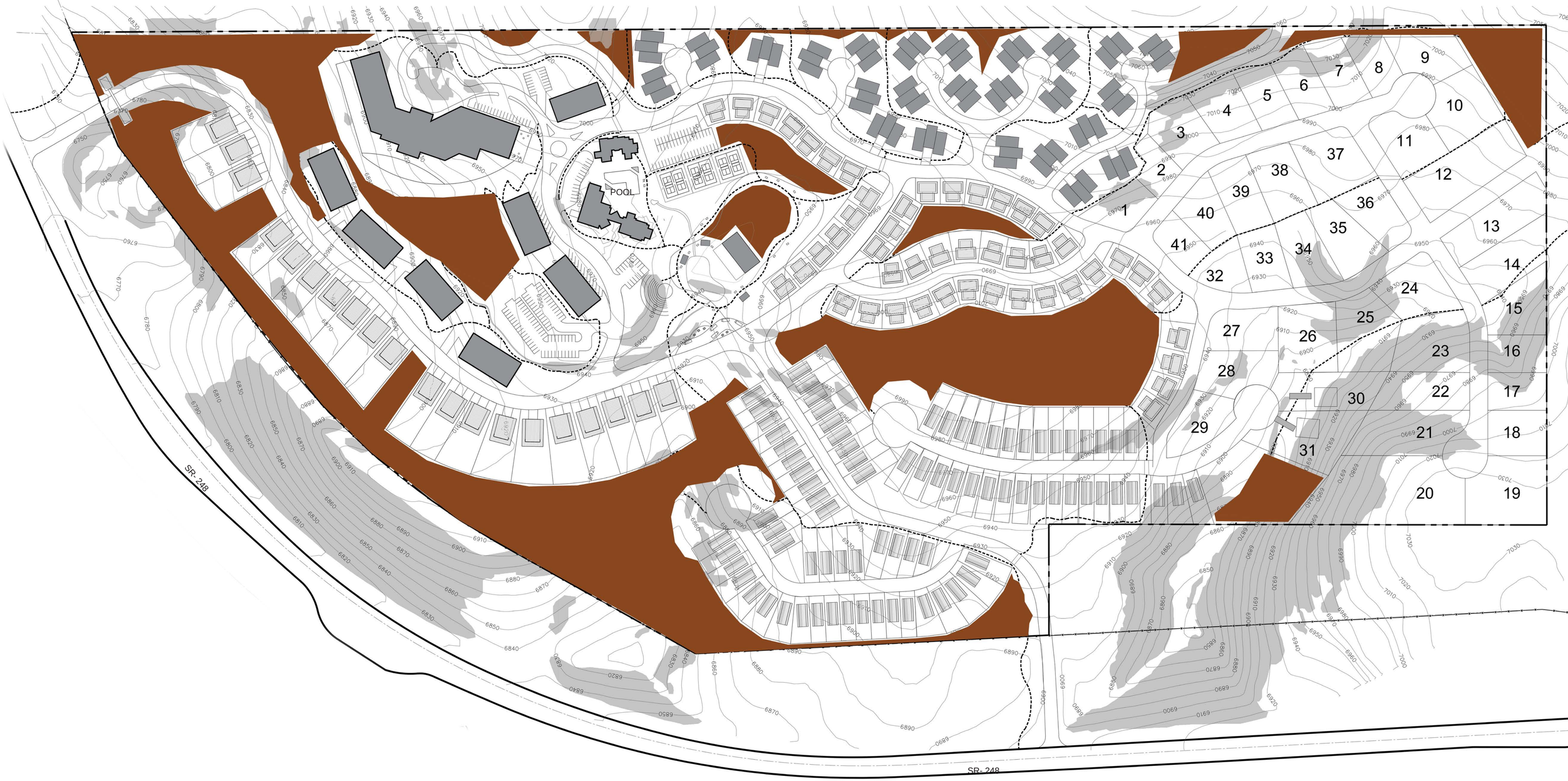
PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT
OPEN SPACE

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



UNDISTURBED OPEN SPACE - 22.28 ACRES

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT

UNIDSTURBED OPEN SPACE

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



8’ ASPHALT TRAIL

NATURAL TRAIL

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT

TRAILS

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS

POOL

SR-248

SR- 248

VIEWS

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT

VIEWS

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



POTENTIAL WILDLIFE CORRIDORS

PRELIMINARY SUBJECT TO CHANGE

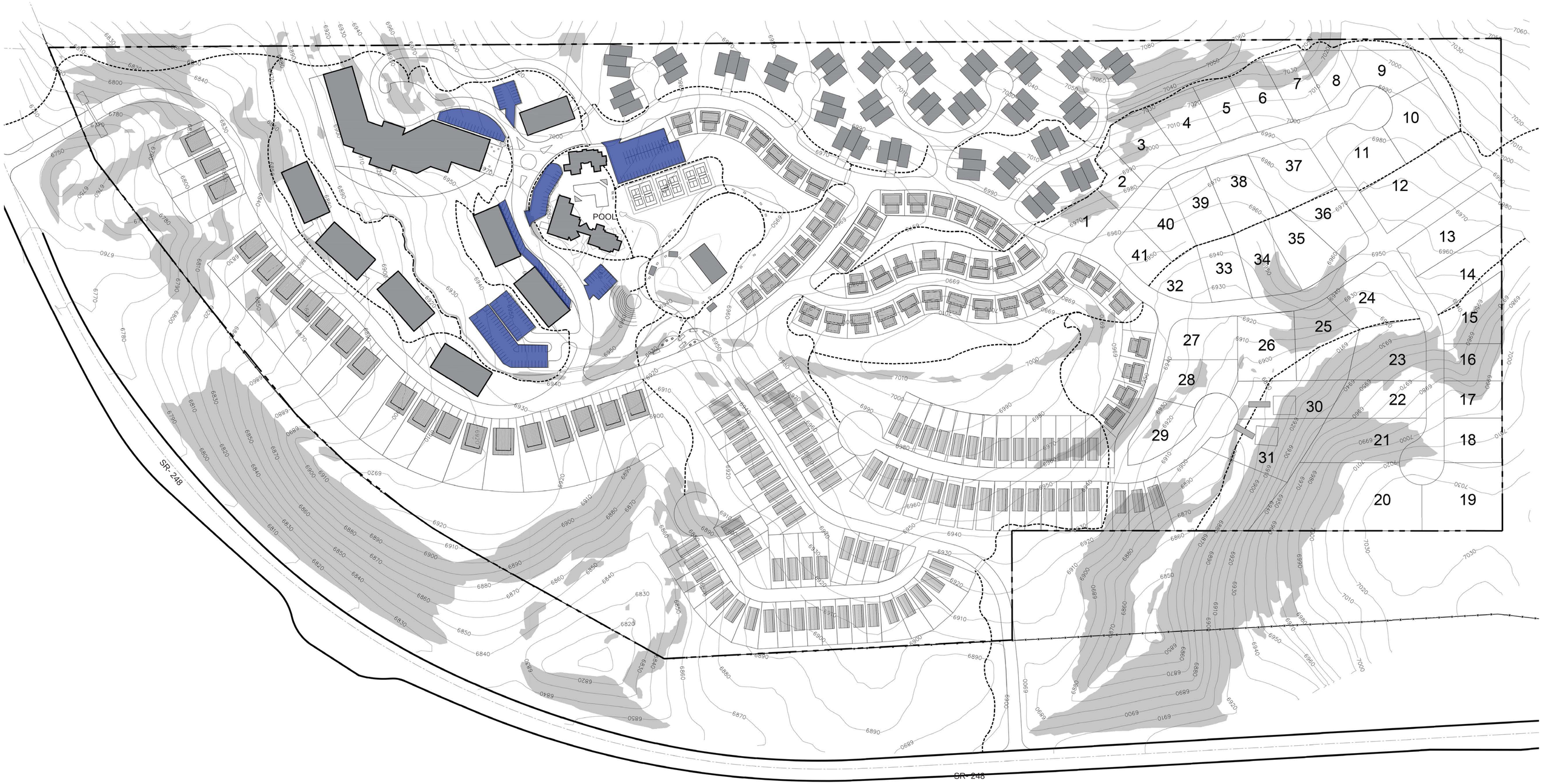
BOULDERS AT HIDEOUT

WILDLIFE CORRIDORS

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



OUTDOOR PARKING - TOTAL: 210 STALLS

PRELIMINARY SUBJECT TO CHANGE

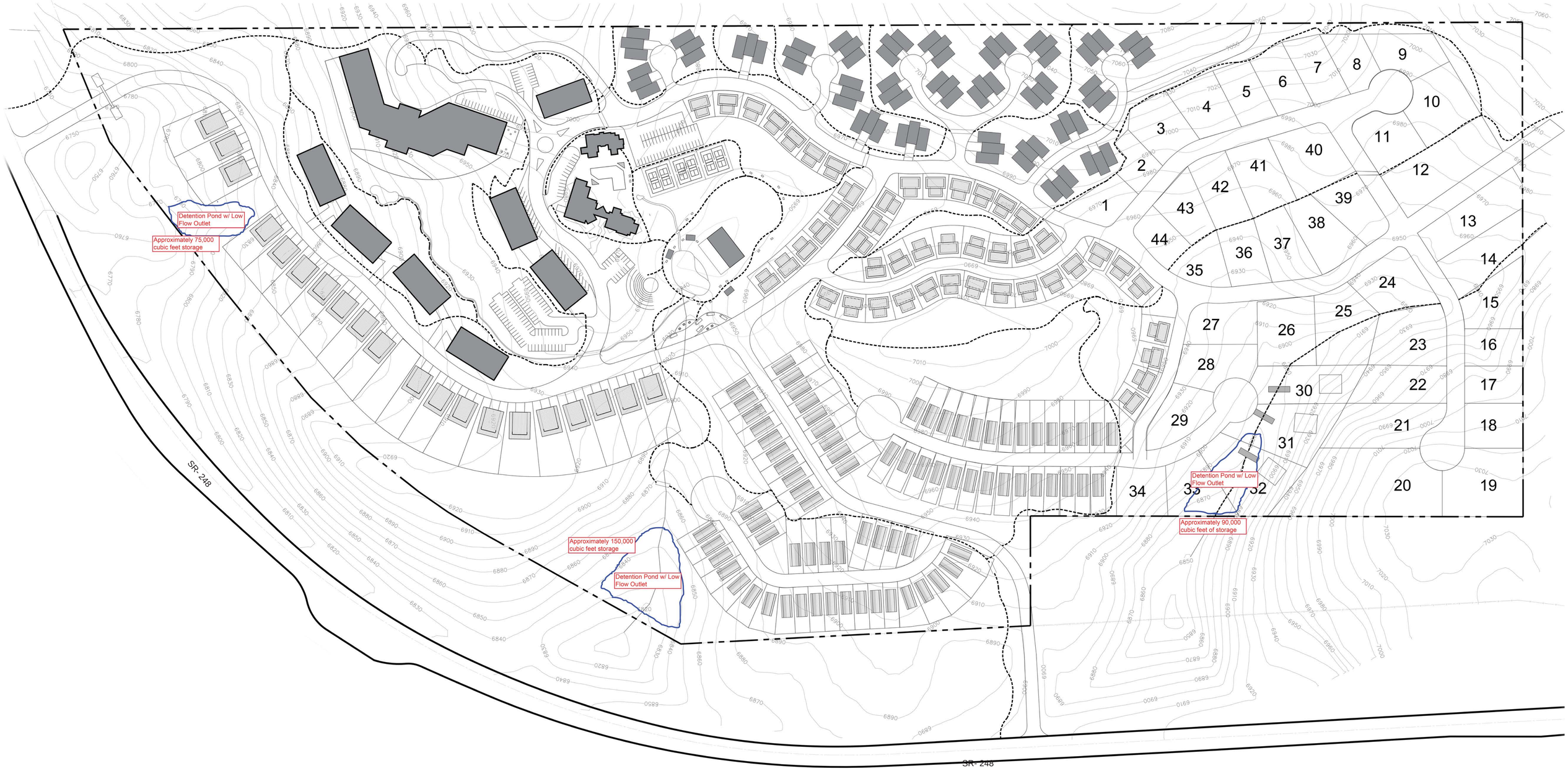
BOULDERS AT HIDEOUT

OUTDOOR PARKING

SKYHAWK DEVELOPMENT

05.03.22

PEC PROJECT ENGINEERING CONSULTANTS



PROPOSED WATER DETENTION

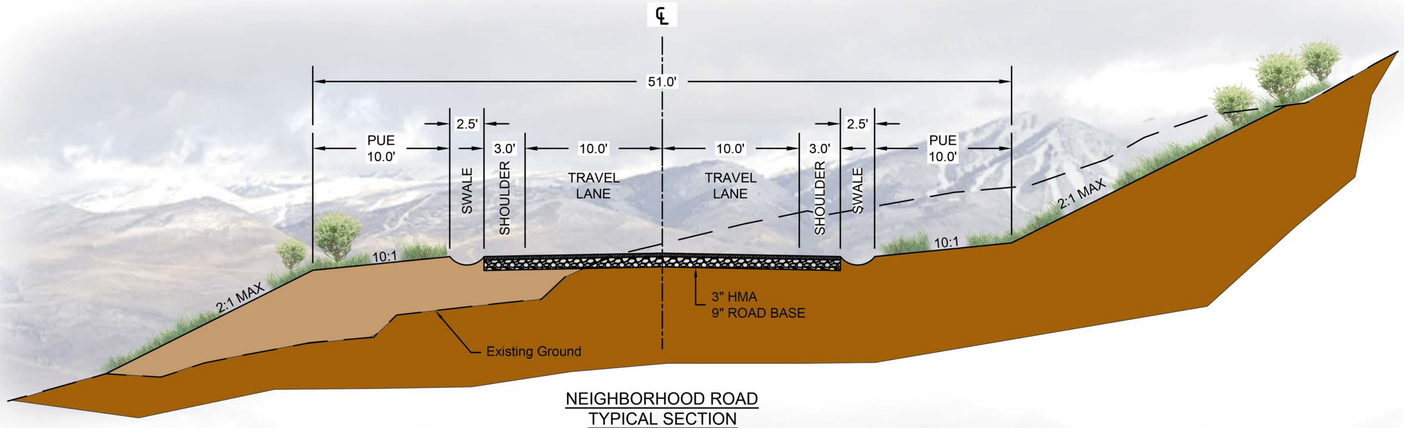
PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT
PROPOSED WATER DETENTION

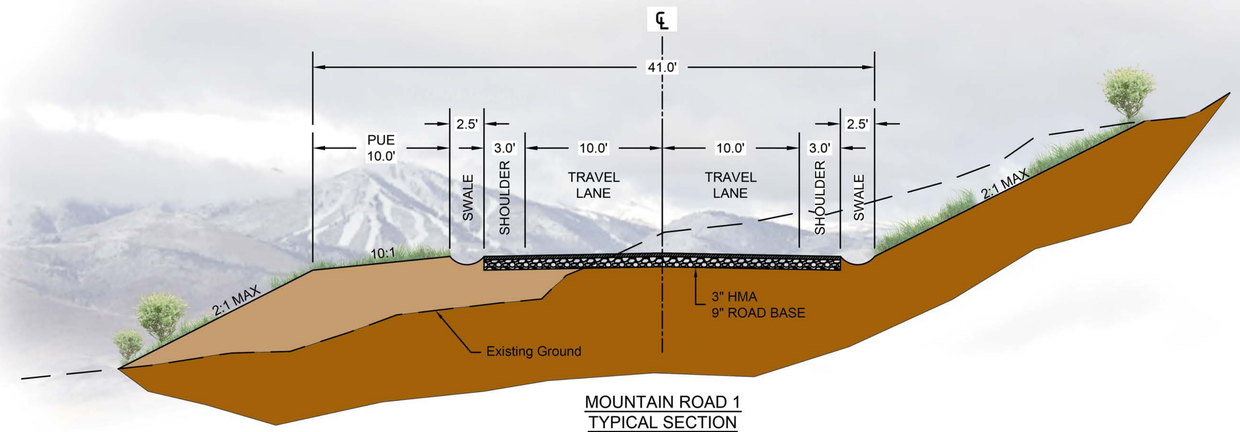
SKYHAWK DEVELOPMENT

05.03.22

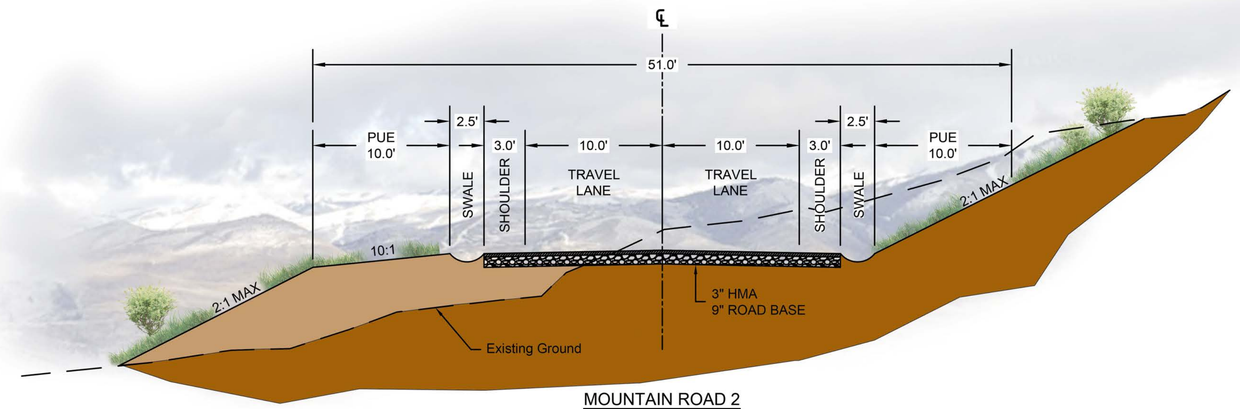
PEC PROJECT ENGINEERING CONSULTANTS



NEIGHBORHOOD ROAD
TYPICAL SECTION



MOUNTAIN ROAD 1
TYPICAL SECTION



MOUNTAIN ROAD 2
TYPICAL SECTION

PRELIMINARY SUBJECT TO CHANGE

BOULDERS AT HIDEOUT
TYPICAL SECTIONS

SKYHAWK
DEVELOPMENT

05.03.22

PEC
PROJECT ENGINEERING CONSULTANTS

	30% SLOPE OR GREATER
20 UNITS	LODGES - (3,200 - 4,200 SF)
75 UNITS	TOWNHOMES - 3-PLEX (1,800 - 2,400 SF)
78 LOTS	VILLAS (2,600 - 3,500 SF)
45 LOTS	SINGLE FAMILY (1/3 AC - 1/2 AC LOTS- 4500 SF)
150 UNITS	CONDO/HOTEL (650 - 1,250 SF)
120 UNITS	CONDOS
15 UNITS	MIXED USE
48 UNITS	CASITAS (2,200 SF - 2,800 SF)
20 UNITS	EXISTING HOME- B&B (11,400 SF)
28 UNITS	AFFORDABLE HOUSING
599 UNITS	TOTAL

112 ACRES TOTAL

	30% SLOPE OR GREATER
20 UNITS	LODGES - (3,200 - 4,200 SF)
75 UNITS	TOWNHOMES - 3-PLEX (1,800 - 2,400 SF)
78 LOTS	VILLAS (2,600 - 3,500 SF)
45 LOTS	SINGLE FAMILY (1/3 AC - 1/2 AC LOTS- 4500 SF)
150 UNITS	CONDO/HOTEL (650 - 1,250 SF)
120 UNITS	CONDOS
15 UNITS	MIXED USE
48 UNITS	CASITAS (2,200 SF - 2,800 SF)
20 UNITS	EXISTING HOME- B&B (11,400 SF)
28 UNITS	AFFORDABLE HOUSING
599 UNITS	TOTAL

112 ACRES TOTAL

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	HOTEL LOT	183,416 sf	

DocuSign Envelope ID: 01B276E0-7348-4DB0-AD01-09812E82D677

The 18th of January, 2022

Hideout Town,

The owners of SALZMAN UTAH GENERATIONS LLC and ADA LLC (Wasatch County Parcel Nos: 00-0020-8181 and 00-0020-8185; 00-0020-8182 and 00-0020-8184) hereby authorize SKYHAWK DEVELOPMENT, LLC to pursue the attached application Rezone Application Form signed by Todd Amberry for SKYHAWK DEVELOPMENT, LLC.

SALZMAN UTAH GENERATIONS LLC

BY: DocuSigned by: David Salzman A19A2326EBA8473... 1/18/2022 | 4:51 PM PST

NAME: DAVID E. SALZMAN

ITS: Manager/Trustee

ADA LLC

BY: DocuSigned by: David Salzman A19A2326EBA8473... 1/18/2022 | 4:51 PM PST

NAME: DAVID E. SALZMAN

ITS: Manager

DocuSign Envelope ID: 53DF42CB-1803-4C57-AB77-AE0F7B6B7C4E

The 10th of December 2021

Hideout Town,

The owners of SALZMAN UTAH GENERATIONS LLC and ADA LLC (Wasatch County Parcel Nos: 00-0020-8181 and 00-0020-8185; 00-0020-8182 and 00-0020-8184) hereby authorize SKYHAWK DEVELOPMENT, LLC to pursue the attached application Concept Plan/Subdivision Application Form signed by Todd Amberry for SKYHAWK DEVELOPMENT, LLC.

SALZMAN UTAH GENERATIONS LLC

DocuSigned by:
BY: David E Salzman
A19A2326EBA8473...

NAME: DAVID E. SALZMAN

ITS: Manager/Trustee

ADA LLC

DocuSigned by:
BY: David E Salzman
A19A2326EBA8473...

NAME: DAVID E. SALZMAN

ITS: Manager

April 26, 2022

Town of Hideout Council
c/o Polly Samuels McLean

To Whom it May Concern:

This letter sets forth certain proposed terms for the approved by the Town of Hideout, Utah (the "City") of Public Infrastructure District (the "PID") by Skyhawk Development, LLC (the "Developer"), and in connection with the Boulders Development (the "Development").

This letter constitutes a letter of intent from Developer to request approval by the City for a new PID as follows:

1. **CREATION OF THE PID.** Developer requests that the Town approve the creation of a new PID in the boundaries of the Town as more particularly set forth herein.

2. **DESCRIPTION OF PID.** The proposed PID shall be as follows:
    a. Size of area included in PID: Approximately one hundred fourteen (**114**) acres for the PID boundaries.

    b. Location of PID: The proposed PID will cover and include Wasatch County parcel numbers **00-0020-8181, 00-0020-8182, and 00-0020-8184**.

    c. Area Context (significant natural and man-made features, major public improvements, adjacent development): directly east of the Soaring Eagle and west of Golden Eagle subdivisions.

    d. Proposed use of area within PID: The Developer intends to construct approximately two hundred ninety-one (**191)** single family lots, seventy-five (**75** townhomes, one hundred thirty-five (**135**) condo/apartments, one hundred fifty (**150**) Condo/hotel rooms, twenty-eight (**28**) affordable housing units, twenty (**20**) units in the existing home and twenty thousand (**20,000**) square feet of commercial development, complete with new public infrastructure within the proposed PID.

    e. Development history: The property constituting the proposed PID has been historically used for residential purposes with one existing single family home.

3. **SUMMARY OF NEEDED INFRASTRUCTURE, SERVICES AND FACILITIES.** The Developer envisions the proposed PID being utilized for the following development, infrastructure, services and facilities:
    a. Current proposed development of PID area: See the proposed site plan, attached hereto as Exhibit A (the "Site Plan").
    b. Local infrastructure and facilities to be provided by Developer: Developer will provide all of the planning, engineering, development services as well as a portion of the off-site improvements and on-site improvements required. shown on the site plan.
    c. Local infrastructure and facilities to be provided by PID: the PID will bear a portion of the costs associated with the local infrastructure and facilities, amenities, including the roads, parks, open space, walking and biking trails, utilities, and related infrastructure. In addition, the PID will provide a cash payment of **$2,500,000** to the Town for additional public improvements.
    d. Current estimated construction costs for the improvements by the proposed PID: Approximately **$69,000,000.**
    e. Construction phasing based on current development plan: It is anticipated that the Development will be completed in 7-9 phases as shown on the phasing plan in the MDA.

4. **SUMMARY OF FINANCING PLAN.**

    a. Anticipated taxable value within the PID is approximately **$1,100,000,000.00** at buildout.

    b. Developer is requesting the City authorize the PID to impose a maximum mill levy of not to **exceed 0.010** per dollar of taxable value of taxable property in the PID (the "Mill Levy").

    d. Developer is requesting a maximum thirty-one (31) year term for the bonds and a maximum tax imposition term of forty (40) years from the first tax levy for a series of bonds. After such bonds are repaid or discharged, the PID will take steps to be dissolved.

4. **PROPOSED TIMELINE FOR PID CREATION:** Developer anticipates creation of the PID by May 30, 2022.

5. **PUBLIC BENEFITS.**

    5.01.1 Resulting development that is in conformance with the various elements of the Town of Hideout general plan and capital facilities plans, and all applicable supplements;
    5.01.2 Provision of and/or contribution to needed regional and sub-regional infrastructure;
    5.01.3 Sustainable design including transportation, water-conserving landscape design, thoughtful development phasing, green building design;
    5.01.4 Development that includes a variety of housing types and prices, potential retail development, and civic amenities;

5.01.5 High-quality site and building design, including street connectivity, street design, durable construction materials, and pedestrian-friendly design;
5.01.6 Preservation or creation of open space, parks, trails, or other outdoor public amenities; and
5.01.7 Commercial development that will provide employment opportunities, retail, dining, entertainment, and consumer services.

7. DEVELOPER PERFORMANCE. Developer's (Skyhawk) include CanyonStone Capital, LLC ("CanyonStone"), MAC DEV, LLC ("MAC"), and PEC Group ("PEC").

8. DEVELOPER'S ACKNOWLEDGEMENTS: Developer hereby acknowledges that a consent must be signed prior to the hearing date for the approval of the PID by all property owners and registered voters, if any, within the proposed PID, which signed consent approves of the creation of the proposed PID and the issuance of debt in an amount sufficient for the proposed plan of financing.

9. CONFLICTS OF INTEREST: Developer is presently unaware of any conflicts of interest existing between Developer and any employees or officers of the City.

10. ATTORNEY FEES: Developer has entered into, or shall soon enter into, an agreement with the law offices of Gilmore & Bell, P.C. for the payment of legal fees incurred by the firm on the Town's behalf for the review of this letter and negotiation and preparation of the Definitive Documents.

ENTITLEMENT SOFT COSTS			
Legal			$ 150,000
Prelim Land Planning, Civl, & Reports			$ 650,000
Total	**$**	**10,504.21**	**$ 800,000**

HARD COSTS			
HARD COSTS: SUBDIVISION INFRASTRUCTURE			
TOWNHOMES			
Per Lot Cost		$40,000.00	
Total Lots		75.00	
Subtotal			$ 3,000,000
CASITAS			
Per Lot Cost		$50,000.00	
Total Lots		48.00	
Subtotal			$ 2,400,000
VILLAS			
Per Lot Cost		$55,000.00	
Total Lots		78.00	
Subtotal			$ 4,290,000
LODGES			
Per Lot Cost		$60,000.00	
Total Lots		20.00	
Subtotal			$ 1,200,000
SINGLE FAMILY LOTS			
Per Lot Cost		$100,000.00	
Total Lots		45.00	
Subtotal			$ 4,500,000
CONDOTEL			
Per SF Cost		$10.00	
Land Acreage		7.00	
Subtotal			$ 3,049,200
CONDOS			
Per SF Cost		$10.00	
Land Acreage		7.00	
Subtotal			$ 3,049,200
Backbone Infrastructure & Retaining Walls			$ 9,250,000
Offsite Utilities & UDOT			$ 7,100,000
Dry Utilities	$	3,500	$ 2,135,000
Street Lights & Street Signs	$	5,000	$ 125,000
Landscaping & Monumentation	$	7,500	$ 4,575,000
Amenities (clubhouse, pool, pavillion, pickleball, amphitheater)			$ 12,000,000
PID Amenity Payment to Town			$ 2,500,000
Hard Cost Contingency		5%	$ 2,833,670
Total Hard Costs	**$**	**102,166.14**	**$ 62,007,070** #DIV/0!
CONSTRUCTION SOFT COSTS			
Constuction Staking, Lot Corners & Obvervation	$	350	$ 140,000
Soft Costs (applications, engineering, ALTA, soils, etc)	$	2,000	$ 1,220,000
Soft Cost Contingency		5%	$ 350,000
PID Fees		0%	$ 500,000
Performance Bond		10%	$ 500,000
Senitive Lands Bond		10%	$ 500,000
Development Fees		5%	$ 4,000,000
Total Soft Costs	**$**	**12,574**	**$ 7,210,000**
TOTAL PID COSTS	**$**	**114,740**	**$ 69,217,070** #########

VALUE (FINISHED HOME PRICE)

Unit Dimensions		SF Range		Sales PSF	Sales Price Range		Range of Total Units Sold	
28x60	1680	2,400	2,800	$ 450	**$ 1,080,000**	**1,260,000**	**81,000,000**	**94,500,000**
55x60	3300	2,600	3,200	$ 650	**$ 1,690,000**	**2,080,000**	**81,120,000**	**99,840,000**
35x80	2800	2,800	3,800	$ 600	**$ 1,680,000**	**2,280,000**	**131,040,000**	**177,840,000**
56x72	4032	3,500	4,500	$ 600	**$ 2,100,000**	**2,700,000**	**42,000,000**	**54,000,000**
		6,000	8,000	$ 600	**$ 3,600,000**	**4,800,000**	**162,000,000**	**216,000,000**
		550	850	$ 1,000	**$ 550,000**	**850,000**	**82,500,000**	**127,500,000**
		1,600	2,400	$ 900	**$ 1,440,000**	**2,160,000**	**172,800,000**	**259,200,000**
		1,250	1,650	$ 800	**$ 1,000,000**	**1,320,000**	**15,000,000**	**19,800,000**
		14,000	14,000	$ -	$ 7,000,000	-	**7,000,000**	**7,000,000**
							-	-
							774,460,000	**1,055,680,000**

PHASING PLAN

Infrastructure	Phase
UDOT/Off-Sites	I
Backbone Infrastructure	II
Other	III-IV
Residential	
Towns	III-IV
Casitas	III-IV
Villas	III-IV
Lodges	III-IV
SF Lots	III-IV
Commercial	
Condotel	III-IV
Big House Condos	III-IV
Mixed Use Condo	III-IV
Boutique Hotel	III-IV
Affordable Housing Units	III-IV
Amenities	
Ampitheateer	III
Lagoon	IV
Pavilion	V
Pickleball	VI
Pool	VII
Clubhouse	VIII
Trails	IX

Boulders Financials

- Year 6
  - $1,041,000 total additional taxes to Hideout
    1. $336K Property Tax = 32%
    2. $239K Sales Tax = 23%
    3. $417K Transient Room Tax = 40%
  - 1+2+3 = 95% of additional taxes
  - Estimated Hideout cost to maintain Boulders is $380K
  - Leaves net of about $660K
  - $500K in additional taxes for Hideout will cost a homeowner with a $1M assessed home (after 45% discount) about $1,350 per year
  - $650K is about 1/3rd of our budget
  - $650K is about 90% of our developers fees which we will have to replace with taxes (property, sales, or other)

ORDINANCE #2022 – O-_____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE TOWN OF HIDEOUT FOR PARCELS 00-0020-8181, 00-0020-8182, 00-0020-8184, AND 00-0020-8185 FROM MOUNTAIN (M) ZONE TO NEIGHBORHOOD MIXED USE (NMU), AND RESIDENTIAL 6 (R6)

WHEREAS, Developers of a proposed project called the Boulders which consist of parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185 (the "Project"), who have a contract to buy the property has petitioned the Town of Hideout for approval of a zoning map amendment;

WHEREAS, Developers is proposing a project which will include a hotel, restaurants, a bed and breakfast, an amphitheater and other amenities along with residential development;

WHEREAS, there is a Development Agreement being proposed;

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

WHEREAS, the Hideout Planning Commission held public hearing on February 17, 2022, and forwarded a recommendation to the Town Council;

WHEREAS, zoning amendments must comply with the General Plan;

WHEREAS, the Hideout Town Council held public hearings and reviewed the Zoning Map Amendment on March 3, 2022, March 10, 2022, March 29, 2022 and May 4, 2022.

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

WHEREAS, as a condition of this Ordinance being effective, a Development Agreement will have to be entered into prior to June 1, 2022, and a condition of that Development Agreement will be that the density related to the Project will not exceed 599 units.

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

SECTION I: Adopted. The Official Zoning Map for the Town of Hideout, as depicted in Exhibit A, is here by adopted.

SECTION II: Effective Date. This Ordinance shall take only take effect if a Development Agreement between Skyhawk, LLC and the Town of Hideout for the development

of the project known as the Boulders is signed and adopted by the Town. This Ordinance shall lapse and not take effect if such a Development Agreement is not signed and adopted by the Town prior to June 1, 2022.

SECTION III: Possibility of Not Going into effect. If the Development Agreement is not entered into by June 1, 2022, this Ordinance shall not take effect.

PASSED AND ADOPTED by the Town Council of Hideout, Utah, this ___ day of _____ in the year 2022.

TOWN OF HIDEOUT

_____

Phil Rubin, Mayor

ATTEST:

_____

Alicia Fairbourne, Town Clerk

DRAFT – NOT ENFORCEABLE

WHEN RECORDED, MAIL TO:
Town Recorder
Town of Hideout
10860 North Hideout Trail
Hideout, UT 84036

MASTER DEVELOPMENT AGREEMENT

FOR THE BOULDERS PROJECT

LOCATED AT 1220 EAST SR 248, HIDEOUT,

WASATCH COUNTY, UTAH

This Master Development Agreement (this "Agreement "or "MDA") is entered into as of this _____ day of March, 2022, by and between ~~MAC (OR SKYHAWK????) Development~~Skyhawk, LLC, a Utah limited liability company ("Developer"), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Boulders Master Planned Development, and the Town of Hideout, a Town and political subdivision of the State of Utah ("Hideout"), by and through its Town Council.

R E C I T A L S

A. ~~A.~~ Developer is the owner of a 112-acre parcel of real property located at 1220 East SR 248, Hideout, Wasatch County, Utah, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Property" or "Project Area").

B. ~~B.~~ Developer wishes to develop the Property as a residential and commercial subdivision to beknown and marketed as "The Boulders." Developer desires to develop the Property and has presented to the Town a concept plan with various uses including a ~~hotel~~condotel, a bed and breakfast, and other residential uses.

Commented [PM1]: ~~These are the Town Code requirements for a development agreement:~~

~~1. The Development Agreement may include residential Cluster Development as outlined in the Town Standards.~~
~~2. The Development Agreement shall be prepared by the Town Attorney and shall incorporate all agreements between the parties relating to the development which the subject of the Development Agreement.~~
~~3. If a Development Agreement is required as a condition of Final Plat approval, the Development Agreement must be approved prior to the Mayor's signature on the Final Plat.~~
~~4. If the Developer is including parks, Open Space, clubhouses and/or trail improvements within a development, the Development Agreement shall include proposed phasing and terms of completion of these improvements.~~
~~5. Any special agreements, conveyances, restrictions or covenants which govern the use, maintenance and continued protection of common areas shall be included in the Development Agreement.~~
~~6. The Development Agreement may provide limitations on the number of building permits issued and/or phases of the project to be approved subject to the completion of the improvements.~~
~~7. The Development Agreement for phased Subdivisions shall incorporate the phased Subdivision master plan.~~
~~8. The Development Agreement shall include all required improvements and bonds guaranteeing Subdivision construction as outlined in the Town Code, as well as a schedule for implementation.~~
~~9. If the development is a phased Subdivision, the Development Agreement shall specify all conditions and requirements that must be met in order to protect and maintain a vested approval for all subsequent phases. For example, the Town may impose as a condition precedent to final approval of subsequent phases, the availability and access to water and sewer services and source sufficient to accommodate the subsequent phases.~~

Commented [PM2]: ~~Need to update to make clear this will be signed at the preliminary plat stage.~~

Commented [PM3]: ~~When will the developer own the property?~~

Commented [PM4]: ~~List details of the plan.~~

C. ~~C.~~ Developer applied for a rezone of the Property (the "**Rezone**"), which was approved pursuant to Ordinance 2022-O- XX, ~~but such Rezone will not be effective unless this Agreement is entered into prior to September 10, 2022~~and is generally depicted on **Exhibit C**, a copy of which is attached hereto as **Exhibit ~~B~~C-2** and incorporated herein by this reference.

D. ~~D.~~ Developer has received Concept Plan approval from the Planning Commission on February 17, 2022, as more fully ~~described in~~depicted on **Exhibit ~~C~~ B.**

Commented [PM5]: ~~This will be updated to include subsequent submittals.~~

E. ~~E.~~ Hideout and Developer agree that a development agreement is appropriate related to this Project and that this Development Agreement meets the requirements of the Hideout Municipal Code ("HMC") Section 11.08.04 for all Development Agreements.

F. ~~F.~~ Developer is willing to design and develop the Project in a manner that is ~~in harmony with and~~ intended to promote the long-range policies, goals and objectives of ~~the~~ Hideout ~~General Plan~~, and to address other issues as more fully set forth below.

G. ~~G. Developer in order to negotiate this Agreement is willing to modify the Project Plan and to voluntarily agree to the provision of various project and Town~~The Town currently lacks public amenities such as parks, open space, and trails, and in order to develop the Property, Developer has agreed to enhance the Town's amenities by providing various amenities~~, improvements~~ and facilities, including, but not limited to parks, open spaces, trails, culinary water, sanitary sewer, transportation and circulation improvements, street enhancements, public safety facility, community design features, and other facilities, the demand for which is created by the Homestead Project Plan (hereinafter "Project Plan") and the goals of the Town. ***[NTD: please provide a copy of the Homestead Project Plan]***

H. ~~H.~~ Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement. The Parties understand and

intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et seq*.

I. ~~I.~~ The Town is willing to enter into this Agreement for the Project Area, under certain circumstances, where the Project Plan contains features necessary to meet the demands created by the Project Plan, promotes the goals of the Town ~~General Plan~~, and provides other amenities, benefits, improvements and facilities which benefit the Town.

J. The Town Council acknowledges that instead of amending various provisions of the City's Vested Laws, the Town Council desires for this MDA to act as an amendment to any inconsistent provisions contained in the City's Vested Laws. As such, to the extent expressly set forth in this MDA is a land use ordinance amending certain provisions of the City's Vested Laws as they pertain to the Property.

K. ~~J.~~ The Town, in furtherance of its land use policies, goals, and other requirements, has made certain determinations with respect to the Project Plan and in the exercise of its legislative powers and in its sole discretion has elected to enter into this Agreement.

~~K. (IF CHANGES ARE NEEDED TO FINAL SUBMITTAL) As a condition of entering into this Agreement, and as a condition of all future Land Use Application approvals within the Project Area, and in order to insure coordinated planning and design, and the realization of various Town benefits contemplated herein, the Town is requiring Developer to revise the Project Plan, as more fully set forth herein.~~

L. ~~L.~~ The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.

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 and Developer hereby agree to the following:

TERMS

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

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

1.2. **Definitions.** As used in this MDA, 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.*

1.2.2. **Administrative Action** means and includes the actions related to either (i) Development Applications that may be approved by the Administrator pursuant to Section 7, and (ii) any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 7.

1.2.3. **Administrator** means the person designated by the Town as the Administrator of this MDA.

~~1.2.2. **Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are specific to the Project.~~

Commented [TE6]: ~~I may change this to 'Exhibit' We might not need this.~~

1.2.4. **Administrative Modifications**1.2.3 means and includes any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 7.

1.2.5. **Amenities** means those amenities described on **Exhibit H** and available to the general public.

1.2.6. ~~1.2.3.~~ **Applicant** means a person or entity submitting a Development Application.

1.2.7. **Association Declaration(s)**1.2.11 means a Declaration of Conditions,

Covenants, Restrictions or Grant of Easement, a Condominium Declaration, or similar document regarding and the governance, operation, and maintenance of common areas within a portions of the Property that contemplates the operation of an owner's association or condominium association.

1.2.8. ~~1.2.4.~~ **Buildout** means the completion of all of the development on the entire Project.

1.2.9. ~~1.2.5.~~ **Complete Application**: A Land Use Application that conforms to the requirements of the applicable land use ordinance in effect when a complete application is submitted, and all fees have been paid.

1.2.10. ~~1.2.6.~~ **Cooperate**: Means that the Town and Developer will work or act together to achieve the purposes of this Agreement.

~~1.2.7. **Commercial Unit** means~~

1.2.11. **Commercial Unit** means any space within the Project intended to be occupied for use for those commercial uses generally described on the Concept Plan and Land Use Table, including, without limitation, office (including professional office), restaurant-boutique, general retail, coffee/juice-clubhouse, clubhouse, sundries-clubhouse, retail-mixed use pad site, etc.

1.2.12. **Condotel Parcel** means the portion of the Property containing a minimum acreage of ___ as generally depicted on **Exhibit B-1**, to be used and developed solely as a Condotel Unit.

1.2.13. **Condotel Unit** means any space intended to be sold and occupied for use as a condotel, hotel, timeshare, fractional ownership interest project, or similar commercial project.

1.2.14. ~~1.2.8.~~ **Council** means the elected Town Council of the Town.

1.2.15. **Council Modification**1.2.25 means any amendment, modification, or supplement to this MDA that may be approved by the Council pursuant to the terms of Section 7.

1.2.16. ~~1.2.9.~~ **Default** means a breach of this MDA as specified herein.

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

1.2.18. **Density** means, a maximum Development of 559 ERUs (or collectively 600 Residential Units) as generally depicted on the Concept Plan, subject to Section 5.4.

1.2.19. **Developer** means Skyhawk, LLC, a Utah limited liability company and its successors in interest (except for purchasers of completed Residential Units) or assignees as permitted by this MDA.

1.2.20. ~~1.2.10.~~ **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.21. ~~1.2.11.~~ **Development Activity**~~: Any~~ means construction or expansion of a building, structure, or change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

1.2.22. ~~1.2.12.~~ **Development Application** means an application to the Town for development of a portion of the Project or any other permit, certificate or other authorization from the Town required for development of the Project, as required by the Town's Land Use Ordinance.

1.2.23. ~~1.0.1.~~ **Development Approval**: Any written authorization from the Town that authorizes the commencement of development activity.

1.2.24. **ERU** means Equivalent Residential Unit, as further defined in the Town's Vested Laws.

1.2.25. ~~1.1.2.~~ **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (~~2018~~2022), or any successor provision, and approved by the Town, effectuating a ~~subdivision~~Subdivision of any portion of the Project.

1.2.26. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, condotels, restaurants, businesses, private amenities, commercial areas, professional and other offices, trails and other uses as more fully specified in the Concept Plan.

~~1.1.3. **Developer** means MAC?? or Sky Hawk LLC, and its successors in interest (except for purchasers of completed Residential Dwelling Units) or~~

~~assignees as permitted by thisMDA.~~

~~1.1.4. **Final Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project approved by the Town Council, a copy of whichis attached hereto as Exhibit B.~~

~~1.1.5. Land Use Application: An application required by the Town's land use ordinances.~~

1.2.27. ~~1.1.6.~~ **Land Use Ordinance**~~: A~~ means a planning, zoning, development, or subdivision ordinance of the Town.

~~1.1.7. **Maximum Residential and Commercial Units** means the total Equivalent Residential Units (ERUs) as defined in the Hideout Town Code (12.30.06.07).~~

1.2.28. **Land Use Table** means the land use table set set forth on **Exhibit C-1**.

1.2.29. ~~1.1.8.~~ **MDA** means this Master Development Agreement including all of its Exhibits ~~and Addendum No. 1~~.

1.2.30. ~~1.1.9.~~ **Minimum Commercial Square Feet** means 20,000

1.2.31. **Modification Application**1.2.52 means an application to amend, modify, or supplement this MDA.

1.2.32. ~~1.1.10.~~ **Notice** means any notice to or from any Party to this MDA that is eitherrequired or permitted to be given to another party.

1.2.33. **Parcel** means a portion of the Property that is created by the Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

1.2.34. **Planning Commission** means the Town's Planning Commission.

1.2.35. **Planning Commission Modification**1.2.64 means and includes any amendment, modification, or supplement to the Project Guidelines that may be approved by the Planning Commission pursuant to the terms of Section 7.

1.2.36. ~~1.1.11.~~ **Project** means the residential subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities,and all of the other aspects approved as part of this MDA.

1.2.37. ~~1.1.12.~~ **Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.

1.2.38. ~~1.1.13.~~ **Private Infrastructure** means those elements of infrastructure, generally including the streets, trails, and parks, etc. that will be constructed and maintained by the Developer with easements for public use and access.

1.2.39. **Project Guidelines**1.2.67 means **Exhibit E** which is a set of guidelines approved by the Town as a part of the approval of this MDA controlling certain aspects of the design and construction of the development of the Property including setbacks, height limitations, parking and signage, and the design and construction standards for buildings, roadways and infrastructure, which shall be administered and enforced by the Town.

1.2.40. ~~1.1.14.~~ **Project Improvements**~~: Means; (1)~~ means site improvements and facilities that are~~;~~ (a) planned and designed to provide service for development resulting from a development activity~~;~~, and (b) necessary for the use and convenience of the occupants or users of development resulting from a development activity.

1.2.41. ~~1.1.15.~~ **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town or other public entities as a condition of the approval of a Development Application.

1.2.42. **Reimbursement Agreement**1.2.72 means a Reimbursement Agreement entered into between the Town and the Developer and any Subdeveloper pursuant to the terms and conditions of this MDA, which Reimbursement Agreement shall be in substantially the same form and content attached hereto as **Exhibit F.**

1.2.43. ~~1.1.16.~~ **Residential ~~Dwelling~~ Unit** ~~means a structure or portion thereof designed and intended for use as attached residences as illustrated~~ means individual units intended to

be occupied for residential living purposes generally described on the Concept Plan and Land Use Table, including, without limitation,, including townhomes, casitas, villas, lodges, and single family lots.

1.2.44. **Site Plan Approval** means final approval for individual development sites with the Project.

1.2.45. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer, which purchases a Parcel for development.

1.2.46. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and the Zoning Ordinance.

1.2.47. ~~1.1.17.~~ **Town** means The Town of Hideout, a political subdivision of the State of Utah.

1.2.48. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology, public finance or drainage for reviewing certain aspects of the development of the Project.

1.2.49. **Town's Future Laws** means the ordinances, policies, standards, and procedures 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 MDA.

1.2.50. **Town's Vested Laws** means the ordinances, policies, standards, and procedures of the Town in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "___."

1.2.51. **Unit** means, as applicable, a Commercial Unit, Residential Unit or Condotel Unit.

2. **Development of the Project.**

~~2.1. **Rezone Ordinance is contingent upon the Developer ensuring all of the conditions of this Development Agreement are met.** If any of the conditions of this Development Agreement aren't met by February 17, 2023, then the Rezone Ordinance will no longer be effective and shall be repealed. The zoning for the full 112-acre site will revert back to the original Mountain (M) zoning designation.~~

Commented [PM7]: ~~This should be out further? Based on date where development is moving forward?~~

2.1. ~~2.2.~~ **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, Town's Future Laws, the Concept Plan, and this MDA~~.~~

~~**2.3.** (to the extent that these are applicable and not in conflict with this MDA). Development of each Parcel shall be subject to, **Limitation and No Guarantee.** Developer acknowledges that the development of the Maximum Residential Units and Minimum required number of Commercial Units (defined as ERUs and specifically outlined in Exhibit E) and every other aspect of the Concept Plan requires that each Development Application comply with the Town's Laws and this MDA. This MDA does not guarantee that the Developer will be able to construct the Maximum Residential Units or any other aspect of the Project, and Developer bears the obligation of complying with all the applicable requirements of the Town's Laws and Zoning Code.~~and in general conformity with, the Concept Plan and this MDA. The Town acknowledges and agrees that this MDA, the Concept Plan, and any associated conditional use application shall not expire until the expiration of the term of this MDA, and upon such expiration the Town's legal non-conforming laws shall apply. Accordingly, the Town hereby agrees that: (a) Developer may subdivide portions of the Project into Parcels in accordance with the Concept Plan and sell Parcels to various Subdevelopers or other parties; and (b) the Subdevelopers or other parties owning Parcels within the Project may further subdivide Parcels into smaller Parcels. Upon issuance of Site Plan Approval, the same shall thereafter continue in perpetuity, unless it is revoked due to a violation of such permit or plan approval, as applicable. To the extent there is any conflict between the Zoning Map, the Town's Vested Laws, the Town's Future Laws and this MDA, this MDA shall control.

Commented [TE8]: ~~This is McCay's updated ERU Table~~

2.2. **Development by a Subdeveloper.** In the event that any Subdeveloper shall develop any portion of the Project, any and all improvements constructed, installed, or developed by such Subdeveloper shall be completed in accordance with plans, designs, and specifications approved in writing by Developer. No improvements may be constructed, installed, or developed on all or any portion of the Project unless

and until Developer has approved in writing the plans, designs and specifications for same. Any change or alteration of such plans, designs, and/or specifications by Subdeveloper (or its successors and/or assigns) after Developer has originally approved such plans, designs, and/or specifications shall require written approval by Developer. Any and all approvals by Developer set forth in this Section may be given or withheld by Developer in its sole and absolute discretion. The Town hereby agrees not to permit or allow the commencement of any construction, installation, or development of any improvements on any portion of the Project by any Subdeveloper without written authorization and approval from Developer.

3. ~~**2.4. Allowed Uses and Approval Procedures**~~**Zoning and Development of the Property.**

3.1. ~~2.4.1.~~ **Allowed Uses.** The uses allowed within the Project Area, and all ~~Sub-Areas~~Subdivisions thereof, shall be as specified by this Agreement.

~~2.4.2.~~ The Town has rezoned the Property with zoning conditions as detailed in **Exhibit C**, and has declared that the ~~All~~ Land Use Table set forth on **Exhibit C-1**, and approved the Project Guidelines detailed on **Exhibit E**, shall govern Developer's (and by extension, each Subdeveloper's) use and development of the Project to the extent such exhibits deviate from the Town's Vested Laws. All Development Applications shall be reviewed, and approved or denied by the Town, in accordance with the procedures of the Town's land use ordinances, in effect when the Land Use Application is determined complete.

3.1.1. ~~2.5. **Sale or Lease of Residential Units.**~~ No parcel or Residential ~~Dwelling~~ Unit shall be sold or leased except as shown on a Final Plat for the portion of the Property in which ~~residential parcel is located~~the Residential Unit is located; provided, however, nothing herein shall be construed as prohibiting a Residential Unit from being used for nightly rentals.

3.1.2. No parcel or Commercial Unit shall be sold or leased except as shown on a Final Plat for the portion of the Property in which the Commercial Unit is located. The Town and Developer contemplate that the minimum amount of commercial space for the Commercial Units will equal approximately 20,000 square feet of floor area. Landlord shall use commercially reasonable efforts to allocate the Commercial Units square footage as follows: (i) condotel commercial – 4,000 square feet of

floor area; (ii) boutique condotel commercial – 4,000 square feet of floor area; (iii) clubhouse (including coffee and sundries) – 2,000 square feet of floor area; (iv) mixed-use commercial – 2,500 square feet of floor area; and (v) condominium buildings A and B (as shown on the Concept Plan) – 3,750 square feet of floor area each. Notwithstanding the foregoing, the Town acknowledges that the leasing and/or sale of such commercial space is dependent upon market conditions, and Developer shall have the right to deviate from the aforementioned square footage allocations, as determined in Developer's commercially reasonable discretion. If Developer is unable to the lease the commercial floor area of condominium buildings A and B retail totaling 7,500 square feet within one year of obtaining a certificate of occupancy, Developer shall have the right, in Developer's commercially reasonable discretion, to convert the ERUs allocated to said retail to residential ERUs (i.e. Residential Units), subject to the Project's Density.

2.6. **Sale or Lease of Commercial Units.** No parcel or Commercial Unit shall be sold or leased except as shown on a Final Plat for the portion of the Property in which residential parcel or commercial parcel is located.

2.7. **Preliminary Plat.** A Preliminary Plat consistent with the Concept Plan must be submitted and approved within six (6) months of approval by the Planning Commission.

Commented [TE9]: Should I put the specific date here? The PC approved the Concept Plan on February 17, 2022.

2.8. **Final Plat, A** Final Plat consistent with the concept plan must be submitted and approved within one year of the signing of this MDA.

Commented [TE10]: TBD

2.9. **Phasing Plan,** A detailed Phasing Plan must be submitted by _____. The Phasing Plan must ensure that all commercial development, parks and trails included on the Concept Plan and/or required as part of this MDA shall be completed as part of the first half of this project – or prior to the Town of Hideout's issuance of the project's 250th Certificate of Occupancy.

Commented [TE11]: TBD

Commented [TE12]: Is there a better way to say this – units vs. ERUs?

Commented [PM13]: We will have a better idea of these when the MDA is signed. We will need a preliminary plat and a phasing plan at that point.

2.10. **Road,** Roads shall remain private and Developer will be responsible for

their maintenance and clearance.

2.11. **Contribution to Town**, $2,500,000 will be paid to the Town to be used for the construction of a pedestrian underpass under SR248. The payments shall be made annually at $500k per year over a period of five years. The exact location of this underpass will be determined by the Town Council.

Commented [TE14]: This is about half the estimated cost and likely a solid number to get us matching grants

2.12. **Parks?**

2.13. **Open Space areas?**

2.14. **Trails** A final plan for parks, open space, and trails must be approved by the Town of Hideout's Parks, Open Space & Trails (POST) Committee. The plan shall generally conform to the Concept Plan attached hereto as **Exhibit D**.

Commented [TE15]: We need a phasing plan for this

2.15. **Commercial Space** In addition to the commercial space outlined on the Concept Plan and in the ERU table provided (Exhibit __ E___), the Developer further agrees to provide additional commercial space by way of one of the following methodologies:

2.15.1. 15,000 SF of additional restaurant/bar/coffee shop/juice bar/yoga/sports/art/entertainment space (or similar as agreed upon by the Town and developer). This could be a stand-alone development near the hotel or incorporated into the first floor of the multi-family condos (one building or a portion thereof in each). If this space is not leased within five years of build out, the Developer may petition the Town Council; or

2.15.2. The developer and the Town shall define three acres for future commercial development. This land shall be actively marketed by the developer who shall

partner with the Town to give away or sell or long-term lease to specialty commercial uses such as restaurant/bar/coffee shop/juice bar/yoga/sports/art/entertainment space (or similar as agreed upon by the Town and developer).

2.16. **Parking?**

2.17. **Town Center?**

2.18. **Affordable housing plan**

2.19. Developer and its successors agree to pay the then current impact fees imposed and as uniformly established by the Hideout Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

2.20. Developer and any successors agree that the following are required to be entered into and approved by Hideout prior to the issuance of any building permits for the Project: (a) a construction mitigation plan, (b) utility plans, (c) a storm water run-off and drainage plan, and (d) a water efficient landscape and irrigation plan showing storm water facilities and snow storage areas.

2.21. Developer shall be responsible for compliance with all requirements and conditions of the Jordanelle Special Services District (JSSD) prior to the issuance of any building permits for the Project.

2.22. Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands. Developer is responsible for receiving any Army Corp of Engineer Permits required related to disturbance of streams and wetlands.

2.23. **Affordable Housing.** An Affordable Housing Plan for the Project shall be approved by the Hideout Town Council prior to the issuance of any building permits for units within the Project, and deed restrictions pertaining to the Affordable Housing Plan shall be recorded.

2.24. **Fire Protection Facilities ?**

2.25. Police facilities

2.26. Developer voluntarily agrees as follows ..

Commented [TE16]: Do we want any requirements for Affordable Housing? Town Council must determine if this is a requirement.

Commented [PM17]: Will the fire department need a new fire house with this amount of density?

Commented [PM18]: ditto

Commented [PM19]: any other items

4. 3. **Vested Rights and Density.**

4.1. 3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants to Developer use and density rights necessary to develop the Project Area Property, in fulfillment of this Agreement, subject to the terms of this Agreement, including and that such development rights shall be considered "vested rights" pursuant to Utah Code Ann. § 10-9a-509 (2022). All Land Use Applications, as defined herein, for the Project Area, shall be processed in accordance with this MDA, the Land Use Table and Project Guidelines, and are subject to the ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete.

Commented [PM20]: Refer to sections where the project area is defined in the MDA.

3.2. Developer acknowledges that the development of the Maximum Residential Units and Minimum required number of Commercial Units (defined as ERUs and specifically outlined in Exhibit ___E___) and every other aspect of the Concept Plan requires that each Development Application comply with the Town's Laws and this MDA. This MDA does not guarantee that the Developer will be able to construct the Maximum Residential Units or any other aspect of the Project, and Developer bears the obligation of complying with all the applicable requirements of the Town's Laws and Zoning Code.

Commented [TE21]: This is McCay's updated ERU Table

~~3.3. The Boulders shall have a maximum density of 577 ERUs. See Exhibit ____ which includes the generally agreed upon ERU analysis of proposed building and use types proposed for the development project. This density allowance may be reduced by the Town Council if site conditions, steep slopes, infrastructure requirements or similar unforeseen circumstances necessitate a reduction to ensure the health, safety and general welfare of the Town's residents. The development shall be constructed in the general location as shown on the Concept Plan (Exhibit _____).~~

4.2. **Developer to Restrict the Property**. Developer hereby agrees that as a condition to the effectiveness of this MDA, at the time Developer obtains title to the Property Developer shall restrict the overall density of the Property to the Density set forth in this MDA by recording against the Property a deed restriction or additional covenants, conditions, and restrictions, with rights granted to the Town to enforce said deed restriction or such covenants, conditions, and restrictions. Such restriction shall memorialize the Developer's agreement that the Project's Density shall not exceed 559 ERUs (or collectively 600 Residential Units).

4.3. **Deviations from Town's Vested Laws**. This MDA may modify, in certain respect, the operation of the HMC and the Town's Vested Laws pertaining to the Property, and to such an extent that the terms and conditions of the MDA conflict with the HMC or the Town's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the Town through its legislative power and operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. Unless otherwise provided in, or amended by, this MDA, the Town's Future Laws shall not be applicable to or govern the development of the Property except as provided in Section 4.3.

4.4. **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 the following exceptions:

4.4.1. Town's Future Laws that do not conflict with, or modify, this MDA.

4.4.2. Town's Future Laws that Developer agrees in writing to the application thereof to

Commented [TE22]: ~~The table provided by McKay has to be updated to include the total 15,000 SF of commercial space to be located on the first floor of one or more (all?) of the 'big house' condominium buildings proposed to be located near the hotel.~~

~~WHERE DO WE NOTE THAT THERE IS A MINIMUM SQUARE FEET OF COMMERCIAL DEVELOPMENT REQUIRED?~~

~~AND THE COMMERCIAL DEVELOPMENT HAS TO BE COMPLETED PRIOR TO HALF OF ALL ERUs' AWARD OF CERTIFICATE OF OCCUPANCY BY THE TOWN.~~

Commented [PM23]: ~~Let's put that in later in the document.~~

the Project;

4.4.3. 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;

4.4.4. Codes. The Development Standards and any new editions or replacement thereof and any 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;

4.4.5. 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; or,

4.4.6. Fees. Changes to the amounts of 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.

4.4.7. 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)(i) (2022).

4.5. **Universal Fairness**3.4. In all events, the Town shall not impose upon any portion of the Project any regulations or fees that are more expensive, restrictive, burdensome, or onerous than those imposed generally on all real property throughout the Town or in violation of the terms of this MDA.

4.6. **Legislative Action**5.3. The Town has approved the development of the Property in accordance with the terms of this MDA. As a material part of this transaction, the Town and Council has complied with any and all requirements under this MDA and has taken all actions required or advisable to adopt the Concept Plan. The Town represents, acknowledges, and agrees that this MDA modifies certain provisions of the Town's Vested Laws. In as much as any provision of this MDA conflicts with any provision of the Town's Vested Laws, the terms and conditions of this MDA will control and govern and

the provisions of the Town's Vested Laws shall be deemed modified and/or supplemented by this MDA pertaining to the Property. This MDA is an ordinance modifying any conflicting provisions of the Town's Vested Laws.

5. Density and Intended Uses.

5.1. **Project Maximum Density and Intended Use**3.1. At Buildout of the Project, Developer, Subdevelopers, and assignees to this MDA shall be entitled to the Density for the Project and any and all other Intended Uses as specified in the Concept Plan for the Project. Developer acknowledges that Developer's proposed Development and every other aspect of the Concept Plan requires that each Development Application comply with the Town's Laws and this MDA.

5.2. **Use of Density**3.3. Developer and/or any Subdeveloper, as applicable, may develop any Subdivision or Parcel within any portion of the Property using all or any portion of the overall Density allocated for the Property. Under no condition shall the Town deny a Development Application if (i) the applicant is not currently in default under this MDA (regardless of whether or not any other Subdeveloper or the Developer is in default), (ii) such Development Application does not cause the overall Property to exceed the Density, (iii) the plan set forth in the Development Application is generally consistent with the Concept Plan and Project Guidelines, (iv) the plan set forth in such Development Application is consistent with the Town's Vested Laws and the Town's Future Laws (when applicable), all as modified by the Concept Plan and this MDA, (v) such plan does not contain aspects that are materially detrimental to the health, safety or general welfare of persons residing in the vicinity, or injurious to property or improvements in the vicinity, and (vi) the Developer or Subdeveloper complies with the Town's Vested Laws and any other applicable state, county, or district code, or ordinance. Subject to the terms and conditions of this MDA, any Development Application will comply with any of the Town's Vested Laws. The Town reserves the right to deny a land use application of any kind if the application in question will exceed the Density.

5.3. **Density Transfer**. The parties agree that the particular Density of a particular use for Commercial Units, Residential Units, and Condotel Units within a particular Subdivision or Parcel may vary from Parcel to Parcel, and that Developer shall have the right, in Developer's sole and absolute discretion, to vary the Density and Intended Use of a Parcel so long as the Density allocated to a Parcel

does not violate the Density of the Project as a whole. The parties further agree that the Commercial Units may be located throughout the Project, or concentrated in one or more pockets or areas within the Project, all in the discretion of the Developer and/or any applicable Subdevelopers.

5.4. **Parcel Sales**3.7. 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. Developer may obtain approval of a Subdivision as is provided in UTAH CODE ANN. § 10-9a-103(57)(c)(v) (2022) 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. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, the construction of improvements shall not be allowed until Developer or Subdeveloper complies with the Town's Vested Laws.

5.5. **Development within the Property**3.8. The buildings, structures, and improvements developed within any zone classification within the Property may be developed on single or multiple lots or Parcels. In light of the above, a final Plat approval may allocate Density throughout the entire Property and individual Parcels. Final Plat approval will be considered and granted in phases and each phase may include only a portion of a Parcel.

5.6. **Development by a Subdeveloper**. In the event that any Subdeveloper shall develop all or any portion of the Property, any and all improvements constructed, installed, or developed by such Subdeveloper shall be completed in accordance with plans, designs, and specifications approved in writing by Developer. No improvements shall be constructed, installed, or developed on all or any portion of the Property unless and until Developer has approved in writing the plans, designs and specifications for same. Any change or alteration of such plans, designs, and/or specifications by Subdeveloper (or its successors and/or assigns) after Developer has originally approved such plans, designs, and/or specifications shall require written approval by Developer. Any and all approvals by Developer set forth herein may be given or withheld by Developer in its sole and absolute discretion. The Town hereby agrees not to permit or allow

the commencement of any construction, installation, or development of any improvements on any portion of the Property by any Subdeveloper without written authorization and approval from Developer.

5.7. ~~4.~~ **Phasing Plan.**

5.7.1. Phasing; Orderly Development of Improvements. The Town acknowledges that Developer, assignees of Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit a single or multiple Development Applications from time to time to develop and/or construct all or portions of the Project in one or multiple phases. Subject to the completion of the Public Improvements, if required by the Town, any phase of the Project may be developed independently of other phases. The Town shall not require any sequencing of phases within the Project. However, except as otherwise set forth in a separate written agreement between the Town and the Developer, the Town shall not be liable for any damage, loss, cost or expense of Developer and assigns arising out of the sequencing of phases, nor shall Town be required to install infrastructure to serve a phase of a Project which is not contiguous to existing infrastructure (provided Developer shall have the right to install certain infrastructure in accordance with the terms of the Infrastructure Agreement).

5.7.2. **Phasing Plan for Amenities**. Developer shall use commercially reasonable efforts to construct and install the Amenities in four (4) separate phases as further described on **Exhibit H** attached here. Notwithstanding the foregoing, the Town acknowledges that Developer may construct and install the Amenities prior to the described phase.

~~4.1. Developer shall submit a phasing plan which include developing the hotel portion of the project first.~~

~~4.2. Project Phasing. The Project may be developed in up to five (5) phases.~~

~~4.3. Form of Ownership Anticipated for the Project.~~

5.8. ~~5.~~ ~~**Term of Agreement**~~**Amenities; Trails.**

5.8.1. **Conveyance of Amenities within the Project**7.1. Developer shall have the right to use funds from Public Improvement District to facilitate construction of the Amenities; provided, however, Master Developer reserves the right to enter to (i) into an agreement with any other third party

Commented [TE24]: ~~TBD~~

Commented [TE25]: ~~Do we care? Allow Short Term rentals, right?~~

Commented [PM26]: ~~Short term rentals need to be reviewed throughout the town so that the rules are uniform.~~

for the maintenance and repair of the Amenities, including, without limitation, an owners' association created within the Project, and (ii) implement a fee structure for use of the Amenities for all Persons or third-parties not residing within the Project.

5.8.2. **Maintenance of Amenities, Parks and Trails**7.2. Master Developer shall be responsible for entering into dedication or maintenance agreements other third-party with respect to maintaining the Amenities within the Project generally illustrated on the Zoning Map.

5.8.3. **Trails**. Master Developer agrees that the trails shall generally conform to the Trail Plan attached hereto as **Exhibit I**.

6. ~~5.1. **Terms**~~**Term of Agreement**. Unless earlier terminated as provided for herein, the term of this MDA shall be until ~~December 31, 2030. If Developer has not been declared to be currently in Default as of December 31, 2030 (and if any such Default is not being cured) then this MDA shall be automatically extended until January 31, 2032~~Buildout. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations ~~of the~~under any Association Declaration shall survive termination of this Agreement and continue in perpetuity.

Commented [TE27]: ~~Make this five phases – hotel up front, etc.?~~

7. Review and Approval of Development Applications.

7.1. **Approval Processes for Development Applications**5.1. Development Applications shall be approved by the Town if they comply with the Town's Vested Laws and conform to this MDA, and the Town shall cooperate reasonably in promptly and fairly processing Development Applications.

7.2. **Administrative Actions**5.2.

7.2.1. Administrative Actions Defined. As further set forth herein, certain aspects of a Development Application may be approved by an Administrative Action. An Administrative Action involves approval of aspects of a Development Application by the Town staff and/or the Administrator. Administrative Actions with regard to Development Applications means the following, which shall be subject only to the approval process more fully set forth below in this Section 7.2:

(i) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

(ii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and interpretation of the Development Standards,

(iii) the issuance of building permits, and

(iv) other administrative actions described in the Town of Hideout Subdivision Regulations, or successor; provided said standards do not conflict with this MDA

7.2.2. Administrator Review. Administrative Actions shall require only the approval of the Administrator (with the review of the Town's staff as requested by the Administrator), and the Administrator shall not seek or condition the Administrator's approval upon: (i) approval of the Town Counsel, (ii) approval of the Planning Commission, or (iii) notice of or participation in any public meeting, hearing or forum. Upon approval by the Administrator, any Administrative Action shall be deemed and considered fully approved in all respects.

7.2.3. Development Standards. The Development Standards outlines the general approval procedure for different activities along with the general requirements and standards that may be applicable to certain improvements and types of developments within the Project. This MDA is a contract between Developer and the Town that will inure to the benefit of the Property and the owners thereof whereby the Town agrees that any approval procedures and processes contained in this MDA shall supersede and replace the Development Standards. The Town and the Town hereby agrees as follows:

(i) Subdivision approval shall last for a period of one (1) year after receiving Planning Commission approval, with one (1) one year extension automatically provided upon request by Developer or a Subdeveloper. Inasmuch as the Project may be developed in phases, when Developer or Subdeveloper seeks final

Subdivision and final Plat approval for a phase of the Project, Developer or Subdeveloper will submit the improvement plans for that phase of the Project. Improvement plans will not be required for the entire Property or for any portion of the Project not included within the phase of the Project that is the subject of the application.

(ii) Any references to "developer" in the Development Standards shall mean Developer, its assigns, or the Subdeveloper that actually develops a Subdivision within the Project and submits a Development Application. If a Subdeveloper submits a Development Application and develops a Subdivision, the Developer shall not be deemed the "developer" related to that Subdivision.

(iii) Development Applications for the Project subject only to Administrative Action shall be approved by the Administrator if (a) such Development Application complies with the Development Standards and this MDA to the extent related to terms or conditions set forth in this MDA, and (b) such Development Application complies with the Town's Vested Laws (as such may be modified herein). The Administrator's review of all Development Applications subject to approval by Administrative Actions shall be limited to differences and/or inconsistencies between the information and/or documentation submitted and the materials, information and/or documentation described in subsections (i) and (ii) of the preceding sentence. If the Administrator denies a Development Application subject only to Administrative Action, the Administrator shall provide a written determination advising the Applicant of detailed reasons for Denial, including all specific items of non-compliance with subsections (i) and (ii) above.

7.2.4. Re-submittal of Development Applications. If the Administrator has previously denied a Development Application subject only to Administrative Action, then the Administrator shall

promptly complete its review of any re-submittal (which may include redlines) of a Development Application. No additional fees will be required from the Applicant in connection with any re-submittal or redlines. To the extent Applicant has changed the Development Application to (a) substantially comply with this MDA or the Town's Vested Laws or (b) substantially conform to the Development Standards, then the re-submittal or redline shall be approved by the Administrator. Applicant shall only be required to re-submit, and the Administrator shall only review, the portions of the Development Application which related to the Denial by the Administrator as set forth in the Administrator's written response described in Section 7.2.2 above. All other portions of the Development Application that were not addressed specifically in such written response by the Administrator shall be deemed and considered previously approved. If the Town again denies the re-submitted Development Application or redline subject only to Administrative Action, then the Town shall meet with the Applicant as promptly as possible to discuss same. Applicant shall have the right to treat such Denial as a "final action of the Town" and immediately appeal as appropriate.

7.3. **General Provisions Regarding All Development Applications and Approvals**5.4.

7.3.1. Standard Review Fees. Developer or the applicable Subdeveloper shall only have the obligation to pay the standard fees applicable with respect to any submittal of a Development Application under the Town's fee schedule in effect at the time of the application.

7.3.2. Processing of Development Applications. The Town shall cooperate reasonably and in good faith in promptly and fairly processing and reviewing all Development Applications. During each application process, the Town shall keep the Applicant informed of the status of the applicable Development Application. The Town agrees to exercise good faith efforts to follow its general review processes and meet all timelines set forth therein.

7.3.3. Additional Terms, Provisions and Conditions Related to Development Applications. Notwithstanding any language to the contrary herein or in the Town's Vested Laws and/or Town's Future Laws, the parties hereby agree that the following terms, provisions and conditions shall apply with respect to Development Application submissions and reviews:

(i) After receipt of any preliminary plat approval, no Final Plat approval shall be denied or delayed if the Development Application for such Final Plat substantially complies in all respects with the conditions of the approved preliminary plat;

(ii) All preliminary plat approvals shall be effective for two (2) years or longer if provided for in the Town's Vested Laws or Town's Future Laws. Developer and/or Subdeveloper shall have a one-time right to extend any preliminary plat approval for a two year period or longer if provided for in the Town's Vested Laws or Town's Future Laws. Final Plat approvals granted to Developer and/or Subdeveloper shall be valid, effective, and fully vested upon recordation of the Final Plat. If a development is proposed to be completed in phases, filing of a Final Plat for one phase shall extend the then existing expiration date of the preliminary plat approval for all additional phases for an additional period of two years from the existing expiration date or longer if provided for in the Town's Vested Laws or Town's Future Laws.

(iii) In reviewing Development Applications pertaining to the Property, the Project Guidelines shall govern such review. In the event of any conflict between the Project Guidelines and the Town's Vested Laws, the Town's Future Laws, or the Development Standards, the Project Guidelines shall control

7.4. **Independent Technical Analyses for Development Applications.** If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts, upon Developer's approval, as Town Consultants with the actual and reasonable costs being the responsibility of Applicant. The Town Consultant undertaking any review by the Town

required or permitted by this MDA shall be selected from a list generated by the Town for each such Town review pursuant to a "request for proposal" process or as otherwise allowed by Town ordinances or regulations. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of the Applicant.

7.5. **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 the denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

7.6. **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.

7.7. **Mediation of Development Application Denials.** If the Town and Applicant are unable to resolve a disagreement, 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 Town and Applicant 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. The Applicant shall pay the fees of the chosen mediator. The chosen mediator shall, within fifteen (15) business days, review the positions of the parties regarding the mediation issue, and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.8. **Modifications to this MDA**5.13. Any amendment, modification, or supplement to this MDA must be in writing and approved by the Town and Developer. Only Developer or an assignee that succeeds to all of the rights and obligations of Developer under this MDA (and not including a Subdeveloper) may submit an application to modify the MDA. If a Subdeveloper desires to modify the MDA as part of a Development Application, the Subdeveloper must obtain Developer's approval to such

modification. Notwithstanding the foregoing, the Parties (not the Subdeveloper unless specifically authorized) may mutually determine to waive one or more provisions hereof as such provisions relate to a particular Development Application, without formally amending the MDA.

7.8.1. Administrative Modifications6.16.1. The Administrator may approve without approval by the Town Council any modifications to the Project Guidelines. Applications for Administrative Modifications shall be filed with the Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any proposed Administrative Modification, the Administrator may require the Administrative Modification to be processed as a Planning Commission Modification or a Council Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time, which shall in no case be longer than fourteen (14) calendar days. If the Administrator approves any Administrative Modification, the Administrative Modification by the Administrator shall be conclusively deemed binding on the Town. If the Administrator denies any proposed Administrative Modification, the Developer may process the proposed Administrative Amendment as a Planning Commission Modification or a Council Modification, as applicable.

7.8.2. Planning Commission Modifications6.16.2. The Planning Commission may approve without approval by the Council any modifications of Design Guidelines. Applications for Planning Commission Modifications shall be filed with the Planning Commission. If the Planning Commission determines for any reason that it would be inappropriate for the Planning Commission to determine any proposed Planning Commission Modification, the Planning Commission may require the Planning Commission Modification to be processed as a Council Modification. The Planning Commission shall consider and decide upon the Planning Commission Modification within a reasonable time. If the Planning Commission approves any Planning Commission Modification, the Planning Commission Modification shall be conclusively deemed binding on the Town. If the Planning Commission denies any proposed Planning Commission Modification, Developer may process the proposed amendment as a Council Modification.

7.8.3. Council Modifications6.16.3. The Council may approve any amendments,

modifications, or supplements to this MDA and Design Guidelines that are not Administrative Modifications or Planning Commission Modifications. Applications for Council Modifications shall be filed with the Town staff. The Council shall consider and decide upon the Council Modification within a reasonable time. If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Modification Application is not consistent with the intent of this MDA, the Zoning Map and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

7.8.4. Resolution of Objections/Denial of Modification Applications6.16.5. The Town shall reasonably cooperate in promptly and fairly processing any Modification Applications. The Council and Developer and/or Subdeveloper shall meet within ten (10) calendar days of any objection to resolve the issues presented by a Modification Application and any of the Council's objections. If the Council and Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Developer and Town shall equally share the fees of the chosen mediator. Within ten (10) days after the selection of the chosen mediator, the parties shall provide to the chosen mediator and the other party a position paper setting forth their position, along with any relevant fact and circumstances. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and schedule a mediation. The parties agree to act in good faith and participate in the mediation process in order to reach a resolution to the dispute.

8. **CC&Rs, Design Guidelines and Association Declarations**10. The Towne expressly acknowledges and agrees that there shall be no obligation for any residential or commercial community within the Project to be govern by Association Declarations or be part of a homeowners' association, unless elected to do so by Developer, or consented to by Developer, in Developer's sole and absolute discretion. If Association Declarations are filed against any community within the Project, the association(s), if any,

associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes specified in the Association Declarations without any requirement of approval of such amendments by the Town.

9. ~~6.~~ **Public Infrastructure.**

Commented [PM28]: ~~Need to determine if infrastructure will be private or public.~~

9.1. ~~6.1.~~ **Construction by Developer**. Unless stated otherwise herein, Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Vested Laws, subject to the terms and conditions of this Section 9. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or ~~his~~their designee.

9.1.1. **Roads**. Developer and Town currently contemplate the Project containing various public roads and private roads, as further depicted on **Exhibit G**. All backbone infrastructure roads shall remain public and the Town will be responsible for their maintenance and clearance. Any private roads private roads as shown on **Exhibit G** will be maintained by Developer or an owner's association or condominium association, as determined by Developer in Developer's sole and absolute discretion. The Town and Developer acknowledge and agree that such backbone infrastructure roads may be installed and constructed all at the same time or in phases over time depending upon the elements of the backbone infrastructure roads that are necessary to support the development of the Project at the time.

9.1.2. **Developer Road Maintenance Contribution**. Developer herby agrees that prior to obtaining a building permit for any Unit, Developer shall deliver a contribution payment to the Town in the amount of $500.00 per Unit at the time Developer submits an application for a building permit (it being expressly agreed that such payment shall not be due at the recording of a Final Plat for a Subdivision). Notwithstanding the foregoing, Developer's agreement to provide the contribution payment pursuant to this Subsection is expressly contingent upon the Town crediting such payments (i) to road impact fees due and owing, and (ii) when the Town updates its existing impact fee facilities plan and impact fee schedule with

respect to the Project. The Town acknowledges that Public Infrastructure, including roadways and their installation, maintenance, and repair costs shall be funded by the Public Improvement District. Accordingly, it is anticipated that such the Project's impact on the Town's roadways will have de minims impact on the Town's existing roadway infrastructure. It is expressly agreed that to the extent the Development's impact on the existing roadway infrastructure is de minimis, Developer shall not be required to pay roadway impact fees to the Town. If collected from Developer then the Town agrees that road impact fees will be collected by the Town in the same manner as with other developments within the municipal boundaries.

9.1.3. **SR-248 Connection**. As contemplated in the Concept Plan Developer shall use commercially reasonable efforts to provide UDOT access agreements or permits showing the proposed ingress/egress connections from the Project to SR-248 locations are acceptable to Utah Department of Transportation ("**UDOT**").

9.1.4. **SR-248 Underpass Contribution.** The Town and Developer contemplate the future construction of a pedestrian underpass (the "**Pedestrian Underpass**") under and through a portion of State Highway SR-248. The exact location of this underpass will be determined by the Town Council. Subject to (i) the Town Council authorizing the Town to construct and operate the Pedestrian Underpass, (ii) the Town obtaining written approval and the necessary authorizations (i.e. permits, etc.) from UDOT to construct, install, and maintain the Pedestrian Underpass, and (ii) implementation of a public improvement district (the "**Public Improvement District**") for the Project (as set forth in Section 9.3 below), Town and Developer hereby agree that Developer shall allocate up to $2,500,000.00 for the initial construction of the Pedestrian Underpass ("**Contribution Payment**"); provided, however, Town acknowledges and agrees that the Contribution Payment shall be paid for and delivered by the Public Improvement District to the extent the Public Improvement District is able to allocate funds to the construction of the Pedestrian Underpass. At such time as the Public Improvement District is financially able to contribute the Contribution Payment, the Public Improvement District shall make annual contributions to the Town in the amount of $500,000.00 (collectively, $2,500,000.00) over a five-year period. Notwithstanding anything to the contrary herein, if the Town is unable to obtain approval from UDOT for the Pedestrian Underpass by the time Developer delivers the final payment for the Contribution Payment, the Town and Developer shall work together in a

mutually cooperative manner to identify which public improvement project the Contribution Payment shall be allocated towards, in a manner consistent with the terms and conditions required by the Public Improvement District.

9.1.5. **Affordable Housing Plan**. Developer shall allocate up to 28 Residential Units towards affordable housing in a location determined by Developer in Developer's commercially reasonable discretion.

9.1.6. **Developer's Pond Obligations**. The Project contemplates the construction and operation of a pond as an amenity (the "**Pond**"). Developer shall have the obligation to construct and maintain the Pond in perpetuity, provided, that Developer shall have the right to require an owner's association or condominium association to maintain the Pond.

9.1.7. **Storm Water Retention; Drainage**. Developer hereby agrees that storm water retention for the Project will be met on-site or with recorded easements on adjoining parcels, as jointly determined by Developer and Town. Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands, and is responsible for receiving any Army Corp of Engineer permits required related to disturbance of streams and wetlands. Town acknowledges and agrees that Developer shall use commercially reasonable efforts to maintain the Project's natural drainage channels, and ensure the same preserved as part of the open space requirements; provided, however, the parties further acknowledge and agree that commercially reasonable modifications may be necessary for general health, safety, and welfare, as well as the overall design and scope of the Project. The Town acknowledges that the Project shall be developed by Developer such that all infrastructure, installation, maintenance, and repair costs shall be funded by the Public Improvement District or JSSD. Accordingly, it is expressly agreed that to the extent the Development's impact on the existing storm drainage infrastructure is de minimis, Developer shall not be required to pay storm drainage impact fees to the Town for public storm drainage. If collected from Developer then the Town agrees that storm drainage fees will be collected by the Town in the same manner as with other developments within the municipal boundaries.

9.1.8. **Jordanelle Special Service District**.

(i) During Site Plan Approval for a Subdivision, Developer (or Subdeveloper, as applicable) shall provide the Town a will-serve letter from the Jordanelle Special Service District ("JSSD") that the full volume of water required for the applicable Subdivision is available and can be delivered to said Subdivision. Water rights must be secured in full prior to recordation of a Final Plat for each Subdivision.

(ii) A water distribution network will need to be approved by the Town Engineer, it is anticipated that looping with the Golden Eagle subdivision.

(iii) Developer shall provide a will-serve letter from JSSD that the sewage from the proposed development can be accepted in their existing collection main along SR-248. Sewer from this project cannot flow through the Town's sewer network due to capacity limitations.

(iv) Developer shall be responsible for compliance with all requirements and conditions of the JSSD prior to the issuance of any building permits for the Project.

[NTD: insert JSSD water attachment detailing water requirements]

9.2. ~~6.2.~~ **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security permitted under this MDA, including warranty bonds, to the extent required by the Town's Vested Laws, unless otherwise provided by Utah Code§ 10-9a- 101, et seq., as amended. The Applicant shall provide such bonds or security in a form acceptable to the Town or as specified herein or in the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws.

9.3. ~~7.~~ **Public Infrastructure District**. The ~~City and Owner~~Town and Developer specifically agree and acknowledge that the ~~Owner~~Developer shall be entitled to ~~seek~~create, and the Town shall cooperate in the creation of, (i) one or more ~~Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Title 17D, Chapter 4, the Public Infrastructure District Act (the "PID Act")~~Community Development Projects and/or Economic Development Projects under Title 17C of the

Utah Code; (ii) one or more Local Districts or Basic Local Districts under Title 17B of the Utah Code; (iii) one or more Assessment Areas under Title 11, Chapter 42 of the Utah Code; (iv) one or more Special Service District under Title 17D of the Utah Code, as determined by ~~Owner~~Developer, in order to implement and facilitate the financing, construction and operation of ~~public infrastructure for the Subject~~Public Infrastructure for the Property. Subject to the ~~provisions of the PID Act, the City and Owner~~governing portions of Utah Code, the Town and Developer agree to continuing cooperation in connection with the formation and operation of ~~Public Infrastructure Districts~~public infrastructure districts in order to accommodate development circumstances, to fund, construct and/or provide ~~public facilities~~Public Infrastructure and services set forth in this ~~Development Agreement~~MDA or otherwise required in connection with the development of the ~~Boulders~~Project, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the ~~Subject~~ Property. The ~~City~~Town and ~~the Owner~~Developer agree to negotiate the terms of the Public Infrastructure ~~District~~district in good faith, provided that the creation of any ~~Public Infrastructure District~~public infrastructure district is contingent upon mutual agreement by the ~~City~~Town and the ~~Owner~~Developer of the terms relating thereto and approval by the ~~City Council, and further provided that the City will not approve a~~Town Council. If applicable, Developer shall not be required to contribute or pay impact fees if the Public Improvement District funds the corresponding Public Infrastructure ~~District which proposes a tax in excess of 0.0___ per dollar of taxable value~~. The Town Council must approve any proposed ~~Public Infrastructure District~~public infrastructure district which shall be considered in relation to the best interests of the Town of Hideout. The ~~City~~Town agrees that any obligation set forth in this ~~Development Agreement~~MDA for the financing and construction of ~~public improvements~~Public Infrastructure which are required to serve the ~~Subject~~ Property, which will be owned by the ~~City, a Public Infrastructure District~~Town, a public infrastructure district or other limited purpose governmental entity may be undertaken, performed and completed by a ~~Public Infrastructure District~~public infrastructure district, subject to the requirements of the PID Act and the approval of the ~~City~~Town consistent therewith. Any

~~Public Infrastructure District~~public infrastructure district created for the ~~Subject~~ Property, or any portion thereof, shall not create any financial liabilities for the ~~City~~Town.

10. ~~8.~~ **Water and Sewer.**

10.1. **Water and Sewer Impact Fees**. The Town acknowledges that the Project shall be developed by Developer such that all infrastructure, installation, maintenance, and repair costs shall be funded by the Public Improvement District or JSSD. Accordingly, it is anticipated that such the Project's impact on the Town's water and sewer system will have de minims impact on the Town's existing water and sewer infrastructure. It is expressly agreed that to the extent the Development's impact on the existing water and sewer infrastructure is de minimis, Developer shall not be required to pay water and sewer impact fees to the Town for public water and sewer. If collected from Developer then the Town agrees that water development fees (i.e. secondary, culinary, and sewer) will be collected by the Town in the same manner as with other developments within the municipal boundaries.

10.2. **Water Rights; Water Shares**. Developer must provide proof of ownership of sufficient water rights or water shares prior to approval of each Final Plat for each Subdivision. The Town shall have the right to withhold its approval of any Development Application, Preliminary Plat, or Site Plan Approval Developer has not satisfied the water requirements for the development of the applicable Subdivision.

~~**8.1.** Developer acknowledges that water development fees will be collected by Hideout in the same manner and in the same comparative amounts as with other developments within the municipal boundaries and that impact fees so collected will not be refunded to Developer or to individual building permit applicants developing within the Project.~~

~~**8.2.** Developer must provide proof of ownership of sufficient water rights prior to approval of the Preliminary Plat and entering into this MDA. If no water rights are obtained by this time, this Development Agreement shall be null and void.~~

10.3. ~~**8.3.** **Sewer**.~~ Developer must provide proof of being able to provide sewer facilities.

Commented [TE29]: ~~Does this section stay?~~

11. **Cable TV/Fiber Optic/Data/Communications Servic9.** Developer and/or a Subdeveloper may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project and underneath any public streets at no expense to the Town. In such an event, the Town agrees not to charge Developer and/or Subdeveloper any tax, fees or costs associated with the installation of such conduits and cable, except reasonable fees associated with permits charged by the Town for all such installations. Additionally, in no event may the Town tax or assess a telecommunication tax or similar assessment against the Project. In all events, the Town shall have reasonable approval rights with respect to the exact location of the conduits and cable and the Developer and/or Subdeveloper and the Town shall work together cooperatively and in good faith to identify such location. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, and sanitary sewer, that are installed by the Town, which will be owned by the Town) shall remain the sole and exclusive property of Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines, conduits, connections and laterals are installed may be dedicated to the Town, and the Town shall provide to Developer and/or any Subdeveloper (as applicable) an easement on, through, over, across, and/or under (as applicable) such publicly dedicated right-of-way for such conduits and cables (in a form, and of a substance, reasonably acceptable to the Town and Developer and/or any Subdeveloper (as applicable)). In connection with the providing of private utilities to the Property, the Town hereby agrees to work cooperatively and in good faith with any and all private utility providers (including, without limitation, providers of cable, fiber optic, data, and other such utilities) to allow for the installation of same for the benefit and servicing of the Property.

12. ~~General Terms and Conditions~~**Upsizing/Reimbursements to Developer.**

12.1. **Upsizing.** The Town shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity to the Town, the Town shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for the upsizing of improvements

means entering into Reimbursement Agreements, payback agreements, and impact fee credits and reimbursements.

12.2. **Limitations on Impact Fee Use**9.3. If collected, the Town acknowledges and agrees that the Impact Fees generated from the Project are to be used first to fund any system improvements located or to be located on the Project. To the extent that, as reasonably determined by the Town and Developer, the Impact Fees collected or to be collected from the Project exceed the cost of the system improvements located or to be located on the Project, such excess Impact Fees may be used by the Town to fund off-Project costs to the extent permitted by applicable law.

13. **Construction Standards and Requirements**12.

13.1. **Building Permits**12.2. No buildings or other structures shall be constructed within the Project without Developer and/or a Subdeveloper first obtaining building permits; provided, however, the Town shall issue a grading permit to Developer or a Subdeveloper following (i) recording of this MDA, and (ii) Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the Town Engineer. Any grading performed by Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Developer or the Subdeveloper, meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of Developer or the Subdeveloper that created the discrepancy. Developer agrees that the following are required to be entered into and approved by the Town prior to the issuance of any building permits for a Subdivision: (a) a construction mitigation plan, (b) utility plans, (c) a storm water run-off and drainage plan, and (d) a water efficient landscape and irrigation plan showing storm water facilities and snow storage areas.

13.2. **Town and Other Governmental Agency Permits**12.3. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with the Developer or a Subdeveloper in seeking to secure

such permits from other governmental entities.

14. ~~9.~~ **Default**.

14.1. ~~9.1~~ **Notice**. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

14.2. ~~9.2~~ **Contents of the Notice of Default.** The Notice of Default shall:

14.2.1. ~~9.2.1~~ Specific Claim. Specify the claimed event of Default;

14.2.2. ~~9.2.2.~~ Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be inDefault; and

14.2.3. ~~9.2.3.~~ Optional Cure. If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

14.3. ~~9.3~~ **Mediation.** Upon the issuance of a Notice of Default the parties ~~may~~shall engage in a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

14.4. ~~9.4~~ **Remedies.** Upon the occurrence of any uncured Default, and after notice as required above,then the parties may have the following remedies~~:~~.

14.4.1. ~~9.4.1~~ Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

14.4.2. ~~9.4.2~~ Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

14.4.3. ~~9.4.3~~ Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in thecase of a default by Developer until the Default has been cured.

14.4.4. Self-help. In the event of a default by the Town, to the extent possible, Developer and/or Subdeveloper shall perform the Town's obligations. In such an event, the Town shall

reimburse the Developer and/or Subdeveloper for the costs incurred associated with the performance of the Town's obligations within ten (10) days after written demand. Notwithstanding the foregoing, if any amount owed by the Town to the Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA, at law or in equity against the Town.

14.5. ~~9.5.~~ **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

14.6. ~~9.6.~~ **Limitation on Recovery for Default- No Damages against the Town.** Anything in this MDA notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this MDA and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

15. ~~10~~ **Notices.** All notices required or permitted under this MDA 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 Developer:

Skyhawk Development, LLC

11275 North Normandy Way

Highland, UT ~~840~~ 84003

Attn: ~~McKay Christensen ???~~ Todd Amberry

With a copy to (which shall not constitute notice):

Kirton McConkie

Attn: Eric B. Robinson and A. Chase Nielsen

50 E. South Temple

Salt Lake City, Utah 84111

To the Town:

The Town of Hideout

10860 N. Hideout Trail

Commented [TE30]: ~~MAC Development? Get info from McKay~~

Hideout, Utah 84036

Attn: Town Clerk

With ~~copies to~~a copy to (which shall not constitute notice):

Polly Samuels McLean

PEAK LAW, PLLC

395 Crestview Dr.

Park City, UT 84098

16. **Estoppel Certificate0.** Upon ten (10) calendar days prior written request by Developer or a Subdeveloper, the Town will execute an estoppel certificate to any third party certifying that Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.

17. ~~11.~~ **Headings.** The captions used in this MDA are for convenience only and a not intendedto be substantive provisions or evidences of intent.

18. ~~12.~~ **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third- party beneficiary rights.

19. ~~13.~~ **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest (except for purchasers of completed Residential ~~Dwelling~~ Units). However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of the Town as provided herein. ~~Said~~Unless provided otherwise herein, said assignments shall be subject to review by the Town, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The Town shall review and approve,

approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner (which conditions or denial shall not be unreasonably withheld, conditioned or delayed). If the Town

determines that the assignee does not have sufficient ability to assume and carry out the provisions, terms, and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations under this Agreement.

19.1. ~~13.1.~~ **Sale of Lots.** Developer's selling or conveying lots to residential or commercial purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Developer and approved by the Town.

19.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or 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 by the Developer. Developer shall give the Town notice of any event specified in this subsection within ten (10) days after the event has occurred. Such notice shall include providing the Town with all necessary contact information for the newly responsible party

19.3. ~~13.2.~~ **Notice.** Developer 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.

19.4. ~~13.3.~~ **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

19.5. **Time for Objection**. Unless the Town objects in writing within fifteen (15) business days of Notice, the Town shall be deemed to have approved of and consented to the assignment.

19.6. ~~13.4.~~ **Assignees and Successors in Interest Bound by MDA.** Developer's ~~successors in~~successors-in-interest as holders of title to the Property (except purchasers of completed Residential

~~Dwelling~~ Units) and assignees shall be bound by the terms of this MDA.

19.7. **Release of Developer**16.7. Developer represents and the Town acknowledges that as of the recording of this MDA the Developer may sell portions of the Project and may not develop portions of the Project itself. In the event Developer sells or conveys any portion of the Project, such sale shall be deemed a partial assignment and Section 19.4 and this Section 19.7 shall apply, and Developer shall be fully and completely released from any obligations whatsoever related to the portion of the Project sold, and the Town shall look solely to the Subdeveloper for performance hereunder relating to the Parties of the Project sold.

20. **Binding Effect.** If Developer sells or conveys a Parcel of land to a Subdeveloper or related party, the Parcel so sold and conveyed shall bear the same rights, privileges, and configurations applicable to such Parcel and be subject to the same limitations and rights of the Town when owned by Developer, and as set forth in this MDA without any required approval, review, or consent by the Town except as otherwise provided herein.

21. ~~14.~~ **No Waiver.** 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 somefuture date any such right or any other right it may have.

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

23. ~~16.~~ **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligationunder this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, 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 Partyobligated 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.

24. ~~17.~~ **Time is of the Essence.** Time is of the essence to this MDA and every right orresponsibility shall be performed within the times specified.

25. ~~18.~~ **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the Town and Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be the Town Administrator. The initial representative for Developer shall be McKay Christensen. 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 MDA and the development of the Project.

Commented [TE31]: ~~Or TBD?~~

~~19. ANNUAL REVIEW.~~

26. **Annual Review.** The Town Council shall review the progress contemplated by this Agreement at least annually to determine if the Town and Developer has complied with the terms of this Agreement. If the Town Council determines, on the basis of substantial evidence, that either the Town or Developer has failed to comply with any of the terms of this Agreement, the Town Council may take necessary corrective action, including, but not limited to, those actions provided by Section 37 herein. The Town Council's failure to conduct an annual review, as provided by this Section, shall not constitute, or be asserted as, a default of this Agreement

~~20. RESERVED LEGISLATIVE POWERS.~~

27. ~~20.1.~~ **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the Town in enacting land use ordinances or other ordinances and regulations, provided that in no case shall the future exercise of the Town in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by this Agreement. Developer understands that they are required to comply with future changes, amendments, or revisions to Town ordinances and regulations that do not change the allowed uses or densities for the Project Area, or materially alter Developer's rights and obligation, as identified by this Agreement.

~~20.2. If the Town, in its legislative power, imposes a temporary zoning regulation~~

~~for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the Town.~~

~~21. - STATE AND FEDERAL LAW - INVALIDITY.~~

28. **State and Federal Law - Invalidity**. Both the Town and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the Town and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the Town's approval of the Project Plan is determined to be invalid by a court of competent jurisdiction this Agreement shall also be null and void.

29. ~~22.~~ **Applicable Law.** This MDA 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.

30. ~~23.~~ **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

31. ~~24.~~ **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement betweenthe Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

32. ~~25.~~ **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

33. ~~26.~~ **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project, be binding upon each party's successors and assigns, and shall run with the land.

34. ~~27.~~ **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. _____ adopted by the Town on _____,2022.

35. **Effectiveness of MDA**33. This MDA shall not take effect until each of the following conditions has been complied with:

35.1. The Town Council has approved this MDA and any conditions attached to said approval have been met;

35.2. The Mayor has executed this MDA on behalf of the Town, and Developer has executed this Agreement; and

35.3. Developer, or its affiliates, has acquired fee simple title to the Property.

36. ~~28.~~ **List of Exhibits**.

Exhibit A – Legal Description of the Property

Exhibit B – Concept Plan approved by the Planning Commission on February 17, 2022

Exhibit B-1 – Depiction of Condotel Parcel

Exhibit C – Zoning Map

Exhibit C-1 Land Use Table

Exhibit C-2 – Rezone Ordinance

Exhibit ~~C~~D – Undisturbed Areas to be Protected (Native Vegetation Preservation)

Exhibit E – Project Guidelines

Exhibit E-1 – Right of Way Cross Sections

Exhibit F – Form Reimbursement Agreement

Exhibit G – Projected Public and Private Roadways

Exhibit ~~D~~H ~~– Detailed Stie Planning and Engineering Conditions of Approval for the Concept~~Amenities and Phasing Plan

Exhibit I – Projected Trail Plan

~~Addendum 1 - Specific Project Terms and Conditions~~

Commented [TE32]: ~~Or Exhibit ___?~~

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2022.

TOWN OF HIDEOUT

By: _____
Philip Rubin, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:

Skyhawk ~~Development~~, LLC
a Utah limited liability company

Commented [TE33]: ~~Or MAC Development?~~

By: _____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF WASATCH)

On this ____ day of _____, 2022, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is a member/manager of Skyhawk ~~Development~~, LLC, a Utah limited liability company.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE BOULDERS DEVELOPMENT

Parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185.

(A legal description of the property shall be provided and included here)

EXHIBIT B

COPY OF THE CONCEPT PLAN

Commented [TE34]: ~~I will include THE COMPLETE CONCEPT PLAN SUBMITTAL – about 10 pages.~~

(Approved by the Planning Commission on February 17, 2022)

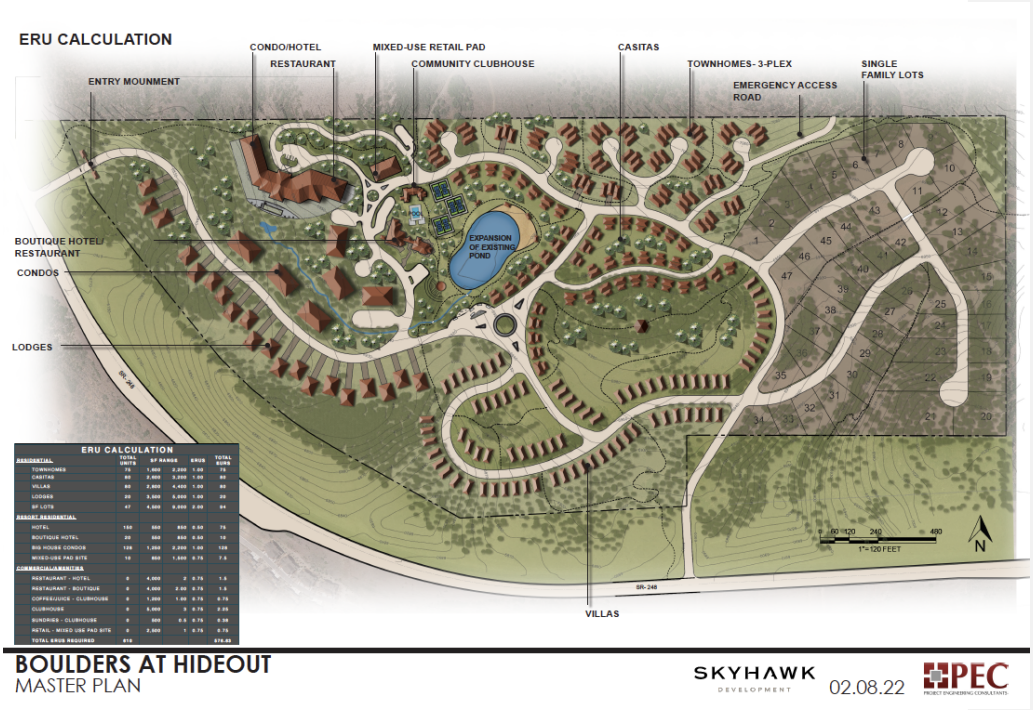


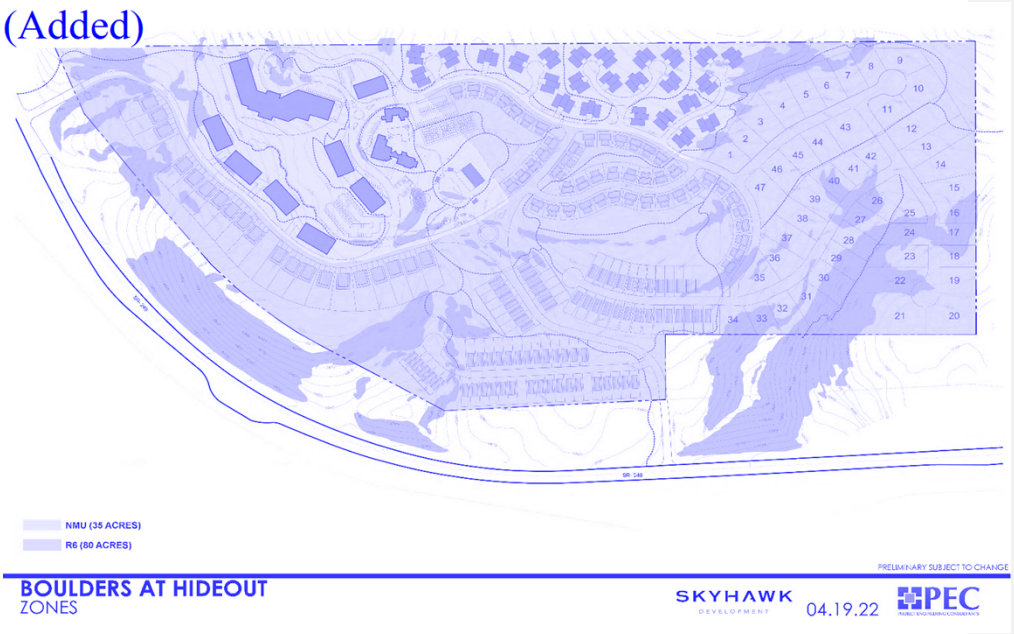
EXHIBIT B-1

DEPICTION OF CONDOTEL PARCEL

EXHIBIT C

ZONING MAP

(Added)



~~4861-7329-3593.v1~~4861-7329-3593.v6

EXHIBIT C-1

LAND USE TABLE

The Boulders PPD Land Uses
LAND USES (12.16.04)

1. The Boulders PPD Land Uses Table shown below lists where the use type is permitted (P), allowed through the provision of a Conditional Use permit (C). If not indicated with either a (P) or (C), the land use is prohibited.
2. All Infrastructure Uses outside of right-of-way utilities, including but not limited to Communication Towers, Electric Transmission Lines, and Gas Pipelines; shall require a Conditional Use permit. Water Storage tanks and/or wells as may be required for development of the Boulders are permitted.

Land Uses Table	
Residential	
Accessory Structure	P
Affordable Housing Development	P
Cluster Development	P
Condominiums (Condo)	P
Condominium Hotel (Condotel)	P
Multiple Family Unit	P
Short-Term Rental (< 30 days)	P
Single Family Attached (Townhome)	P
Single Family Detached	P
Timeshare (Shared Ownership Facility)	P
Community	
Amphitheatre	P

Church or Worship Center	C
Community Center	P
Private Residence Clubs	P
Public Building	C
Public Services Facility	C
Water Tanks and or Wells	P
School	C
Lagoon/Ponding Basin	P
Swimming Pool / Bath House / Jacuzzi	P
Pickleball Courts/Outdoor Recreational Facilities	P
Commercial	
Big Box Retail	C
Convenience Store (no drive-through support)	P
Day Care Centers	P
Equestrian Facilities	C
Fitness / Wellness Center	P
Gasoline, Retail	C
Golf Course and Related Services	P
Grocery	P
Health Care Facility	P
Hotel	P

Kiosks and Street Vendors	P
Maintenance Facility	P
Meeting Facilities	P
Office	P
Personal Services	P
Recreational Facilities	P
Restaurant (with Drive through or drive-up support)	P
Restaurant	P
Retail	P
Service Station	C
Storage Facility	P
Theater	C

Total Project Density & Open Space	
Maximum Project Unit Density (ERU)	600 UNITS / 559 ERUS
Minimum Project Open Space	30%

Unless otherwise specified, all Primary Building and Accessory Structures within the Boulders PPD and NMU Zones are subject to the dimensional standards set forth in the following tables.

CONDOTEL - DIMENSIONAL STANDARDS (12.16.06)

Frontage / Lot Size	

Minimum Lot Size	1 acre
Minimum Lot Width	100’
Minimum Lot Depth	75’
Maximum Lot Coverage (percentage)	90%
Setbacks	
Minimum Offset Between Buildings	50’
Minimum Front Setback from right of way (Condotel & Condo)	2'
Minimum Setback from Highway 248	50'
Minimum Rear Setback (Condotel & Condo)	10'
Minimum Side Setback (Condotel & Condo)	10''
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height (Commercial)	45'
Maximum Building Height (Condotel)	90'
Maximum Building Height (Mixed Use)	54'
Maximum Building Height (Condo)	48’
Maximum Units per Building (Condotel)	220
Maximum Units per Building (Condo)	60
Driveway / Garage	
Minimum Parking Commercial (per 1000 sq. ft)	2
Minimum Parking Per Unit (Condotel & Condo)	1.25

Minimum Driveway Length	n/a
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete
Minimum Parking Stall Dimensions (parking structure)	18' x 8'
Minimum Parking Stall Dimensions (surface parking)	18' x 9'
Minimum Drive Aisle Width (surface & structured parking)	22'

COMMERCIAL, MIXED USE, CONDO DIMENSIONAL STANDARDS

Frontage / Lot Size	
Minimum Lot Size	.20 acres
Minimum Lot Width	60'
Minimum Lot Depth	60'
Maximum Lot Coverage (percentage)	100%
Setbacks	
Minimum Offset Between Buildings	50'
Minimum Front Setback from right of way	2'
Minimum Setback from Highway 248	50'
Minimum Rear Setback	10'

Minimum Side Setback	10''
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height (Commercial)	45'
Maximum Building Height (Mixed Use)	54'
Maximum Building Height (Condo)	48’
Maximum Units per Building (Condotel)	220
Maximum Units per Building (Condo)	60
Driveway / Garage	
Minimum Parking Commercial (per 1000 sq. ft)	2
Minimum Parking Per Unit (Condotel & Condo)	1.25
Minimum Driveway Length	n/a
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete
Minimum Parking Stall Dimensions (parking structure)	18’ x 8’
Minimum Parking Stall Dimensions (surface parking)	18’ x 9’
Minimum Drive Aisle Width (surface & structured parking)	22’

TOWNHOME DIMESIONAL STANDARDS

Frontage / Lot Size	
Minimum Lot Size	.10 acre
Minimum Lot Width	30’
Minimum Lot Depth	45’
Maximum Lot Coverage (percentage)	80%
Setbacks	
Minimum Front Setback from right of way	2’
Minimum Offset Between Buildings	15’
Minimum Rear Setback	10’
Minimum Side Setback	5’
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height	48’
Maximum Units per Building	3
Driveway / Garage	
Minimum Parking Per Unit (Townhome)	2
Minimum Driveway Length	2’
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes

Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete

THE VILLAS & CASITAS DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	4,000 sf
Minimum Lot Width	45’
Maximum Lot Coverage	85%
Building Setbacks	
Minimum Front Setback from right of way	2'
Minimum Setback from Highway	50’
Minimum Rear Setback	12’
Minimum Side Setback (for single-family units)	6’
Minimum Offsets	15° 5' ?
Building	
Maximum Building Height	35'
Maximum Units per Building	1
Driveway / Garage	
Minimum Garage Parking	2
Minimum Driveway Length	2'
Minimum Driveway Width	20'

Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveway Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway Materials	Concrete & Asphalt

THE LODGES DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	4,000 sf
Minimum Lot Width	55’
Maximum Lot Coverage (percentage)	75%
Building Setbacks	
Minimum Front Setback from right of way	2'
Minimum Setback from Highway	50’
Minimum Rear Setback	12’
Minimum Side Setback	6’
Minimum Offsets	15° or 5'
Building	
Maximum Building Height	35'
Maximum Units per Building	1
Driveway / Garage	
Minimum Garage Parking	2

~~4861-7329-3593.v1~~4861-7329-3593.v6

Minimum Driveway Length	2'
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	No
Conjoined Driveway Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway Materials	Concrete & Asphalt

THE ESTATES DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	.33 Acre
Minimum Lot Width	75’
Minimum Lot Depth	80’
Maximum Lot Coverage (in sq. ft.)	8,712
Setbacks	
Minimum Front Setback from right of way	5'
Minimum Setback from Highway	50’
Minimum Rear Setback	20'
Minimum Side Setback	20'
Minimum Offsets (relative to roadway or neighboring Bldgs.)	15° or 5'
Building	
Maximum Building Height	35'

Maximum Units per Building	1
Driveway / Garage	
Minimum Garage Parking	2
Minimum Driveway Length	25'
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Conditionally
Conjoined Driveway Allowed (with adjacent property)	No
Maximum Driveways (per Frontage)	1
Permitted Driveway Materials	Concrete & Asphalt

EXHIBIT _____

C-2

COPY OF RESOLUTION ~~(AND/OR APPROVAL LETTER PER PLANNING~~

~~COMMISSION REVIEW OF THE CONCEPT PLAN)~~

Commented [TE35]: ~~Letter from Town re PC approval w/Conditions for Concept Plan~~

Commented [TE36]: ~~Include TC Resolution~~

EXHIBIT ~~C~~

D

COPY OF THE UNDISTURBED AREAS TO BE PROTECTED

(NATIVE VEGETATION PRESERVATION)

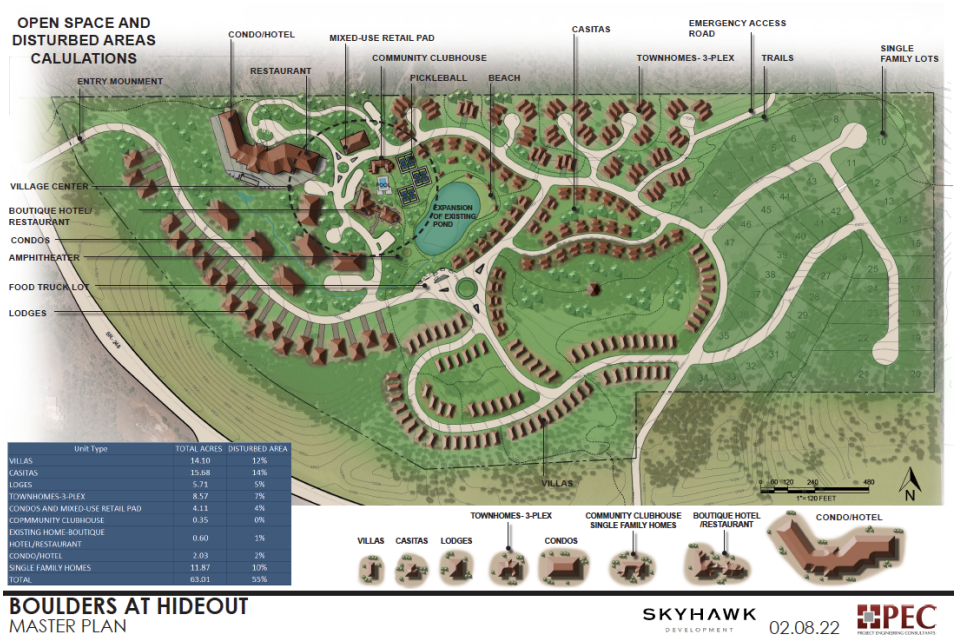


EXHIBIT D — OR ADDENDUM 1

DETAILED SITE PLANNING AND ENGINEERING CONDITIONS OF APPROVAL FOR THE CONCEPT PLAN

- Zone change & Concept Plan approval do not imply or grant any variances / waivers or exceptions from State, local or other codes, ordinances, resolutions, and requirements. The developer understands it is likely that the final density of the project will need to be reduced to meet these requirements. In no case shall the density be greater than the approved concept plan.
- Town and developer agree to a maintenance agreement for the pond.
- If construction stops on the project for longer than 24 months, approvals for all remining phases shall expire, and vesting codes / densities etc. lapse.
- The applicant will meet all requirements in the Town and other applicable codes including but not limited to roadway and utility design, connectivity planning, setbacks, storm water routing & detention, open space preservation, landscaping requirements, trails, etc.
- Storm water retention will be met on-site or with recorded easements on adjoining parcels.
- Developer shall provide a will-serve letter from JSSD that the full volume of water required for the project is available and can be delivered to hideout. Water rights must be secured in full prior to each of the five phases of work beginning.
- A water distribution network will need to be approved by the Town Engineer, it is expected that looping with the Golden Eagle subdivision and adjoining properties will be required.
- Provide a will-serve letter from JSSD that the sewage from the proposed development can be accepted in their existing collection main along SR248. Sewer from this project cannot flow through the Town's sewer network due to capacity limitations.
- Developer must provide UDOT access agreement showing the proposed locations are acceptable to UDOT for the proposed development.
- Natural drainages, regardless of WOUS status, within the site shall be preserved, an undisturbed as part of the open space requirements.
- The drainage ditch in the single-family development portion of the site (as illustrated on the Concept Plan) will likely require moving the lots to allow for that natural drainage to occur.
- Review and approval by Wasatch County EMS that response time for this area is adequate. If not, the Developer agrees to provide land at no cost for a fire house or similar facility.
- Neighborhood connectivity – An access road to Golden Eagle should be provided. This is independent of the required emergency access road from Golden Eagle through The Boulders development site.

Commented [TE37]: Prior MDAs had an Addendum, but this is not a subsequent addition, so Exhibit?

Commented [TE38]: Too long?

Commented [TE39]: We are assuming a five phase plan; we don't have anything yet.

EXHIBIT E

~~ERU CALCULATION TABLE~~ PROJECT GUIDELINES

The following Project Guidelines amend certain statutes and regulations within the HMC. To the extent these Project Guidelines modify, amend, or differ from what is required under the HMC, these Project Guidelines shall govern and control.

10.08.18 RETAINING WALLS

1. No retaining wall shall be greater than six feet (20'-0") tall and no more than two retaining walls may be terraced. If two (2) retaining walls are terraced, the lower wall shall have a maximum height of twenty feet (20'-0"), the upper wall shall have a maximum height of ten feet (10'-0"), and a minimum of five feet (5'-0") horizontal distance between each wall, with such intervening space being planted with native vegetation (or other materials as approved by the Town Planner).

10.08.28 SENSITIVE LANDS Developments shall minimize impacts to Sensitive Lands. Subdivisions and any development shall be designed to preserve existing waterways (lakes, rivers, streams, and ephemeral streams) and other Sensitive Lands.

1. Slope Protection Regulations shall apply to all slopes in excess of ten (30) percent.

    1. No building shall be built on slopes in excess of thirty (30) percent, lands subject to landslides, regular flooding, soils deemed unsuitable for development, and other high-hazard geological areas. We can disturb no more than 30% of the 30%
    2. Any proposed grading and filling on slopes in excess of ten (30) percent shall be subject to review by the Town Engineer to ensure geotechnical safety. Cut and fill slopes shall be limited to a 2 to 1 slope or less. All graded slopes shall be recontoured and revegetated to the natural, varied contour of the surrounding terrain.
    3. Roads that cross slopes of thirty (30) percent or greater shall not be allowed, except that a run of not more than 500 hundred (500) feet across slopes greater than thirty (30) percent may be allowed by the Town Council if demonstrated by a licensed civil engineer that such roads will not have significant adverse environmental or safety impacts.
    4. Where roads are proposed to cross slopes greater than ten (30) percent, the following standards shall apply:

        1. Such roads must be built with minimum environmental damage and within established public safety parameters;
        2. Roads shall, follow contour lines, preserve the natural character of the land, and be screened with trees or vegetation; and
        3. Only essential cutting and filling will be allowed and retaining walls must be employed where necessary to help provide planting areas conducive to revegetation. Revegetation plans will be required for all areas disturbed by road construction.

    5. Use of retaining walls may be necessary to reduce the steepness of man-made slopes and provide planting pockets conducive for revegetation. The use, design, and construction of all retaining walls shall be subject to the Town Code and based upon assessment of safety

considerations including but not limited to the geotechnical qualities of the local soils, proximity to nearby structures, etc. See Section 10.08.18 for regulations pertaining to retaining walls.

6. Slopes exposed in new developments shall be landscaped or revegetated using natural vegetation materials and that is compatible with the surrounding terrain. Where possible, soil from any disturbed portion of a steep slope shall be preserved and utilized in revegetation. Fill soil must be of a quality to support native plant growth.
7. To determine the most appropriate location for development on slopes in excess of ten (30) percent, the Town shall require the Applicant to conduct an environmental analysis considering the location of natural drainage channels, erosion potential, vegetation protection, access, and similar site design criteria. Based upon the analysis, the Town may suggest any one or a combination of the following measures:

    1. Clustering of development
    2.
    3. Transfer of development density to non-sensitive or less sensitive portions of the site.

2. For Town of Hideout requirements for ridgeline/viewshed regulations, refer to the latest version of Wasatch County Code Section 16.27.22 Wetlands, Stream Corridors, River Corridors, and Drainages.

    1. No development or use shall be permitted that will disturb, remove, fill, drain, dredge, clear, destroy, or alter any area, including vegetation, within stream or river corridors, wetlands, or their respective setbacks unless the proposed development:

        1. Is required to provide protection against Property loss and/or damage;
        2. Will improve the quality of the wetlands, stream or river corridors, and enhance the ecosystem by improving water quality, wildlife habitat, or biodiversity;
        3. Will not increase the base flood elevation on the parcel; and
        4. Will not pollute or interfere with the natural changes of the river, stream, or other tributary, including erosion and sedimentation during construction.

    2. A wetland and stream corridor delineation shall be performed by a qualified professional that has demonstrated experience necessary to conduct site analysis using federally approved methods for wetland delineation and ordinary highwater mark identification. The qualified professional shall be approved by the Town Engineer.
    3. Setbacks from wetlands shall extend a minimum of one hundred (100) feet outward from the delineated wetland edge. Setbacks from stream or river corridors shall extend a minimum of two hundred (200) feet outward from the ordinary highwater mark. Setbacks from irrigation ditches shall extend a minimum of fifty (50) feet from the ordinary highwater mark.
    4. All projects adjacent to wetlands and stream corridors shall provide appropriate temporary and permanent runoff control and best management practices to minimize sediment and other contaminants to the maximum extent feasible. These control systems and best management practices must be approved by the Town Engineer.
    5. If development in a setback area causes any disturbance within the setback area, the Applicant shall undertake restoration and mitigation measures within the current planting season such as regarding and revegetation to restore any damaged or lost natural resource.

If such disturbance isn't visible within the current season, remediation will still be required within the planting season where such disturbance is discovered.

6. All wetland and stream restoration and mitigation must be reviewed by a qualified professional and approved by the appropriate State and Federal agencies with jurisdiction. All habitat restoration work shall be performed under the direct supervision of a qualified professional.

3. Wildlife Habitat and Fisheries

    1. Reasonable steps shall be taken to minimize impacts to wildlife or fishery habitats, including winter range, migration corridors, bordering areas, and fisheries, which may require the clustering of development in the least-sensitive portions of the development site.
    2. Development layout shall preserve critical wildlife habitat areas or floodplain corridors along streams supporting fisheries.
    3. Fencing should be limited or designed to accommodate wildlife crossings in critical wildlife habitat areas, wildlife corridors, and stream corridors.
    4. Drainages, with a tributary area greater than 100 acres, regardless of federal status shall be protected from development with minimum setbacks of two hundred (200) feet and shall be preserved throughout development.

4. A 5% Sensitive Lands Impact Bond shall be collected by the Town for any work conducted in a sensitive lands area. The Town Engineer shall review the proposed activity and confirm the estimate proposed by the Applicant for such work.

Commented [MC40]: NEED INFORMATION ON THIS? ABOVE THE TYPICAL BOND? LENDER MAY NOT APPROVE

10.08.30 STEEP SLOPE / SIGNIFICANT GRADE CHANGE CRITERIA FOR SUBDIVISION

To address community health and safety concerns, the provisions of this section apply to steep slopes and areas with significant grade change, as defined below.

For the purpose of measuring slope, the measurement shall include a minimum horizontal distance of twenty-five (25') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest slope within any proposed subdivision lot, building envelope, and/or any access driveways.

1. **Steep Slope and/or Significant Grade Change Defined.**

    1. **Steep Slope:** means any land that contains a slope of more than thirty percent (30%) or which, after development, will result in a lot that having a slope of thirty percent (30%) or greater.

2. **Criteria for Steep Slope and/or Significant Grade Change Subdivision Review and Approval.**

    1. Subdivisions with steep slopes or with significant grade changes shall be subject to the following criteria:

        1. **LOCATION OF DEVELOPMENT.** Development shall be located and designed to reduce visual and environmental impacts of any structures that will be located on steep slopes or areas with significant grade change. Specifically, the location and massing of structures shall be designed to: reduce the amount of exposed foundation wall on the downslope side, mitigate shadow coverage on adjacent

structures at lower elevations, and ensure slope stability via the use of native vegetation in areas where retaining walls are not required or allowed, etc.

2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Commission with a visual analysis of the lot built out to Zoning Standards (height and setbacks) from nearby vantage points including: internal project vantage point (the center point of the proposed subdivision), a vantage point from the edge of the Jordanelle Lake (identified as the point on the edge of the lake measured by a straight line from the closest point of the proposed subdivision to the lake), a vantage point from Route 40 across the lake (measured at a 90 degree angle from the development to a corresponding point along Route 40), and any vantage points from Town-owned lands located within 300' of the boundary of the proposed subdivision) and requested by the Planning Commission. The visual analysis will be used to for the following purposes:

    - To determine potential impacts of the proposed access, and building mass and design; and
    - To identify the need for screening, slope stabilization, erosion mitigation, vegetation protection, and other subdivision design considerations.

3. **ACCESS.** Access points and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale and need for retaining walls.
4. **TERRACING.** The proposed subdivision may include terraced retaining structures only if necessary to regain natural grade. Retaining walls are subject to the requirements of Section 10.08.18.
5. **BUILDING LOCATION.** Buildings, access, and infrastructure must be located to minimize cut and fill that would alter the natural topography of the subdivision or site. The subdivision, proposed lots and building envelope must relate to adjacent properties to maximize opportunities for open areas and preservation of natural vegetation, to minimize driveway and parking areas, and to provide variation of the front yard.
6. **BUILDING FORM AND SCALE.**. Low profile buildings that orient with existing contours are strongly encouraged.
7. **SETBACKS.**. The setback variation will be a function of the site constraints, proposed scale of the building envelopes as modelled for build out and relation to proposed setbacks on adjacent lots.
8. **REDUCED DEVELOPMENT MASSING.** The maximum volume of any structure is a function of the lot size, building height, setbacks, and provisions set forth in the Town Code..
9. **ENVIRONMENTAL PROTECTION.** Higher densities result in increased storm water runoff that may negatively impact the Jordanelle Lake. .

10.08.16 SIDEWALKS, CURBS, PLANTER STRIPS, AND GUTTERS

1. Curbs and gutters or drainage swale as shown in the approved road cross section for the Boulders PPD shall be required on both sides of all new roads to be dedicated to the public.
2. Sidewalks, paved trails and planter strips may be required by the Planning Commission or Town Council as shown in the approved road cross section and trails plan of the Boulevard PPD; to be dedicated to the public.

3. Sidewalks, curbs, planter strips and gutters are not required by the Planning Commission and Town Council on existing roads bordering the new Subdivision lots.
4. Sidewalks may be included within the dedicated non-pavement Right-of-Way of all roads unless an alternate location has been specifically approved by the Planning Commission.
5. Sidewalks shall be a minimum of sixty (48) inches wide and Americans with Disabilities Act (ADA) compliant for safe and easy passage for pedestrians.
6. Concrete curbs are not required where sidewalks are required.

10.08.14.1 ROAD GRADE AND MINIMUM WIDTH

1. The minimum allowed grade for all roadways is one-half percent (0.5%).
2. The maximum allowed grade for all local roadways is 10% (and 8% for all collectors). Council may allow local roadway slopes of up to 12% for lengths not exceeding 500 feet. For roadways greater than 10%, the applicant shall demonstrate a technical infeasibility to construct the roadway at or below 10% standard or if applicant can demonstrate it reduces the disturbed area of the project.
3. Unless otherwise specifically provided for in this Code, the minimum width for all new roadways within the Town is 26 feet of pavement (exclusive of curb and gutter). Exclusions include alleys and drive aisles into or within parking lots and parking structures as shown in the Mixed-Use Dimensional Standards.
4. Approved Cross Sections: See Exhibit E-1, attached hereto.

10.08.20 DRAINAGE AND STORM WATER FACILITIES

1. Open Channels: Wherever possible open channels shall be preserved for all major drainages shown on the Final Drainage Control Plan. No building shall be located within 25 feet of either side of the centerline of a natural drainage. Culverting of these channels is not permitted except for driveway, trail and road crossings.

10.08.32 PUBLIC TRAILS REQUIREMENTS

1. Public Trails shall be required within each development (within either Open Space or Public Space).
2. Where trails have been previously constructed or identified or approved, Subdivision plans for adjacent properties with the trail locations shown on the proposed Subdivision plan shall provide for the logical connection to the existing trail.
3. Trails should be located and constructed in such a manner as to minimize maintenance and maximize access. Alignment should utilize the natural topography of the land and should follow natural contours where possible, and preserve and promote natural elements, including geologic, scenic, wildlife and historic.
4. The trail grade shall not exceed half the grade of the hillside the trail is traversing to limit erosion. For example, if a trail crosses a hillside with a side slope of twenty percent (20%), the trail grade should not exceed ten percent (10%).
5. Trail proposals through Sensitive Lands will be considered on a case by case basis during the application process.
6. The subdivision plat shall show the width of trails, surface material proposed, where located, type of trail, and Open Space.

1. Trails connecting a proposed subdivision to the Town's rights-of-way, or adjacent paved multi-use trails, shall match construction materials and paving typology; a minimum of 8'-0" in width and asphalt paving (with a 6" base).
2. Trails connecting to or proposed for hiking or single-track mountain biking may be constructed with an armored (as needed) soft surface and no less than 4'-0" in width.

7. Subdivision developments shall meet minimum Open Space requirements of the zone classification in which the subdivision is located as set forth in Title 12.

    1. Except as otherwise allowed in the Town Code, areas which have been designated as a Sensitive Lands shall remain as Open Space and may be counted toward the Open Space requirement for the development. If any development has a larger amount of Sensitive Lands than is required to meet the Open Space requirement for such development, density allowances for the extra land required to be left in Open Space may be transferred to other areas if requested and if such transfer will not result in an over-crowding of the area to which it is being transferred.
    2. Open Space shall be designed to be as contiguous as possible.
    3. Wherever possible lands designated as Open Space should be usable for hiking and biking trails and small parks.

8. Provisions must be made for regular maintenance of all Open Spaces. In the case of Open Space that is left in its native conditions a management plan may be required.
9. The Town Parks Open Space & Trails (POST) Committee shall be responsible for review of all subdivision submittals and shall provide detailed recommendations to the Planning Commission.

10.08.34 PUBLIC SPACE REQUIREMENTS
10.06.04 OPEN SPACE AND PUBLIC SPACE GENERAL REQUIREMENTS
Open Space and Public Space requirements within each zone shall adhere to the following requirements:

1. Unless approved by the Town Council, the following shall not count toward Open Space Requirement calculations:

    1. Lots and Lot setbacks.
    2. Roads and sidewalks.
    3. Parking and drive aisles.

2. Public Space may be counted towards the Open Space Requirement calculation.
3. Open Space shall follow criteria established in Section 10.08.32 in this Title.
4. Land shall be reserved, and improvements installed for Public Space following the criteria established in Section 10.08.34 in this Title.
5. Any public trails and Public Spaces shall be either be dedicated to the Town of Hideout or a Public Access Easement dedicated to the Town. Once the improvements associated with Public Trails or Public Spaces are complete according to Town Standards and the Town of Hideout accepts the dedication, the Town of Hideout shall thereafter assume the responsibility of maintaining such public trails or Public Spaces.

10.08.14.3 GENERAL ROAD DESIGN STANDARDS

Roads shall be designed at a minimum in accordance with AASHTO design criteria and per street cross sections shown in Section 10.08.14.5 of this Title. The roadway design standards shall be the same for publicly owned and all privately owned roadways. The standards shall be applicable to new developments in The Town of Hideout.

1. **Neighborhood Road (51-Foot ROW)**
   Neighborhood Road right-of-way and road standard designed for all non-collecting neighborhood roads throughout the Town of Hideout without specific Town Council exception. Potential traffic is less than 1000 AADT. Drainage to be controlled by either a drainage swale or curb and gutter. There are to be 10' travel lanes and 3' asphalt shoulders for bike/emergency lanes. A 10' right-of-way shall be dedicated behind the back of the curb and gutter or drainage swale. Exceptions to be approved by the Mayor or Town Engineer. There will be no on-street parking except where asphalt exceeds 32'. (see cross section below)
2. **Neighborhood Mountain Road (41 - Foot ROW)**
   This is the minimum allowed Road right-of-way and road standard designed for all non-collecting neighborhood roads throughout the Town of Hideout without specific Town Council exception. Potential traffic is less than 1000 AADT. Drainage to be controlled by either a drainage swale or curb and gutter. There are to be 10' travel lanes and 3' asphalt shoulders for bike/emergency lanes. A 10' right-of-way shall be dedicated behind the back of one side of the curb and gutter or drainage swale. Exceptions to be approved by the Mayor or Town Engineer. There will be no on-street parking except where asphalt exceeds 32. **(see cross section)**
3. **Mountain Road**
   This road standard is designed for connective road traffic through mountainous terrain. It is not to allow frontage for any residential use. Potential traffic is less than 1000 AADT. Drainage to be controlled with a drainage swale, no curb and gutter. In areas where the profile grade is steeper than 5% the drainage swale must be lined with an approved fabric or rip rap. No driveway access is allowed. The Town may not plow an unpaved mountain road may not be plowed in the winter. Emergency services may not be available in areas accessed on Mountain Roads when there is snow on the road.
4. **Emergency access / fire road**
   Only to be used in legally non-conforming subdivisions or lots of record and must be expressly approved by the Town Engineer and the town council on a case by case basis where the applicant has proven and the Town Council finds health, safety, and welfare of the road and the public will not be negatively impacted. The Fire/ Emergency Road may not be used as a secondary access. A fire/emergency road must have controlled access on each end point to prevent ordinary daily traffic.
5. **Alley Way**
   In some circumstances, alleys can be used to enhance the pedestrian experience by removing driveways, garage openings, loading docks, garbage containers, utility services and other drive activities from the front of buildings. Alleys shall be used on a limited basis and will be private with public access and public utility easements. By utilizing alleys, some utilities, loading docks, dumpsters and other service needs are kept to the back of the buildings and away from the pedestrian amenities. Alleys are not intended as a tool to avoid having a public street or private pedestrian plaza that meets the standards of a public street at the front of the buildings. The use of alleys must be approved by the Town of Hideout Council, the Town Engineer, and also the Wasatch County Fire District.

   1. **Definition:** "Alley" means a public access privately maintained within a block primarily intended for service and access to abutting property by vehicles and not designed for general travel and only allowed when units have frontage on a road or pedestrian plaza built to the applicable Town standard.

2. **General Conditions:** Alley or access may be permitted under the following conditions. If all conditions are not met, then the use of alleys is prohibited.

    1. Building access must be available from a public street or private street/plaza built to the public standard as well as the alley.
    2. Alleys or Lanes are built to specific standards.

3. **Water and Sewer:** Water and sewer utilities shall be in the street unless approved by the Town Engineer. If underground wet utilities, sanitary sewer, waterlines, storm drains, etc. are installed in alleys, they shall be constructed prior to the surfacing of the alley and per Town of Hideout Standards.

    If utilities are constructed within the alley then connections for all underground utilities and sanitary sewers shall be laid prior to the asphalt or concrete to avert the necessity for disturbing the alley improvements, when service connections thereto are made.

4. **Alleys:** Alleys constructed of concrete will be 20' wide with an inverted crown and a centerline drainage collection system. Alleys constructed of concrete shall have a minimum pavement section of 8 inches of PCC over 6 inches of base rock, placed over geotextile fabric, or approved per geotechnical recommendations and approved by the Mayor or the Town Engineer for H^2O loading. Asphalt construction may only be used with a concrete water way for drainage at the center of the alley. A minimum of 3" of asphalt over 9" of road base will be required. In conditions where asphalt construction is used, concrete ribbon curbing will be required outside the 20' width of the asphalt section to protect the edge of the asphalt. Said curbing shall be 2' wide for a total drivable surface of 24'. If the natural soils have a CBR under 20, then a thicker section will be required as determined by the developer's geotechnical engineer, with approval of the Town Engineer. The applicant must show all private improvements and how they will impact the alley, including garages or other structures, stairs, vaults, fences, walls, driveways, parking lots, walkways, or other improvements. The applicant must indicate existing drainage patterns and show private drainage inlets, outlets, and pipes beyond the alley right-of-way that will be impacted by the alley construction.

    1. **Joint Pattern:** The PCC pavement shall be placed full width in one pour, with no longitudinal joints. The alley design shall include a transverse joint pattern, shown on the plans, so that the joints are spaced to create panel lengths that are 0.75 to 1.25 times the alley width. The joint pattern will be coordinated to intersect with utility features such as poles, manholes, and catch basins.
    2. **Alley Approaches:** The alley approaches shall be constructed as commercial driveways in all respects, except that the structural section will be increased to 10 inches, or shall match the alley pavement structure for which it provides access, or as approved per geotechnical recommendations by the Mayor or the Town Engineer for H-2O loading, whichever is greater. Alley approaches with a standard curb return shall not be used without approval of the Town Engineer.

5. **Alley Length:** Alleys shall be continuous from street to street wherever possible. If an alley is not through and longer than 150 feet, then a turnaround must be provided to accommodate a fire truck, or such additional standards as may be required by the fire code.
6. **Alley Parking:** No person shall park a vehicle within an "alley" except during the necessary and expeditious loading and unloading of merchandise. No parking signs are required at 100-foot intervals. The alley must remain open at all times.

7. **Alley Setbacks:** Alley garage setbacks in residential uses shall be 20 feet or greater as measured from the edge of the alley paving. Alley's leading to parking structures or to commercial/hospitality uses such as hotels or retail shall have a minimum setback of 4 feet as measured from the edge of the alley paving. The four-foot setback shall remain open and unobstructed. If an alley exceeds 150 feet and is adjacent to buildings exceeding 30 feet, then the alley must have 26 feet of hard surface for fire truck downriggers. Parking garage structures shall have a side yard setback of no less than 15 ft.
8. **Alley Snow Storage:** An additional area of 15% of the alley paved area must be set aside for snow storage. A snow storage plan exhibit must be submitted as part of the alley plan to show that the required amount of snow storage has been provided.

Permanent Erosion Control Mat Specifications:

Thickness	0.4 inches
Ground Cover Factor	74 percent
Tensile Strength	170 X 125 pound/foot
Tensile Elongation	50 percent maximum
Ultraviolet Stabilization 1,000 hrs	80 percent

Where the provisions of this section impose different restrictions than those required in the Town construction standards and specifications, the provisions of the Town construction standards and specifications shall prevail.

1. **Roads.** Planned roads within a development shall always be kept open to the public, unless special approval is granted by the Town Council to allow a gated community.
2. **Cul-De-Sacs.** A publicly dedicated Cul-de-sac shall have a right-of way width of at least sixty (60) feet; shall have a length of not in excess of eight hundred (800) feet; shall be terminated by a right-of-way turnaround of not less than ninety-six (96) feet in diameter; and shall be identified as such by appropriate signage within twenty (20) feet of the entrance thereof, measured from the frontage road Property line.
3. **Easements.** Public Utility Easements of not less than ten (10) feet on rear lot lines, side lines, and front lines (except where modified in the above road cross section) will be required to serve utility companies for poles, wire, conduits, storm or sanitary sewers, gas and water mains, and other public utilities. Easements of greater width may be required along Property lines where necessary for surface overflow or for the extension of sewer mains or similar utilities.
4. **Intersections.** Roads shall intersect each other as near as possible at right angles. Minor roads shall approach the arterial or collector roads at an angle of not less than eighty degrees for a distance of at least one hundred feet. Offsets across roads in road alignment between ten (10) feet and one hundred fifty (150) feet shall be prohibited.
5. **Curbs.** Curbs at all intersections shall be rounded with curves having a minimum radius of twenty-five (25) feet. Property lines at road intersections shall be rounded with a curve where necessary.

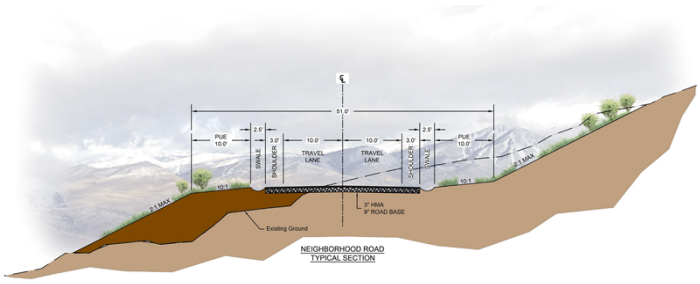
6. **Street Names.** New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All road designations shall be approved by the Planning Commission and Wasatch County Information Systems Department. Street names shall be signed and said signing shall be discernable from the road.
7. **Dedications.** All roads shall be dedicated for public use. Private roads shall be permitted only as recommended by the Planning Commission and approved by the Town Council.
8. **Bridges and Culverts.** All bridges and culverts shall be constructed to support HS-20 / HL-93 loading requirements in accordance with DOT and ASHTO standards.
9. **Relation to Adjoining Road System.** The arrangement of roads in new Subdivisions shall make provision for the continuation of the existing roads in adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width). Where the Planning Commission determines that it is necessary for the orderly development of the community and health and safety concerns to provide for road access to adjoining Property in order to provide an orderly development of a road system, proposed roads shall be extended by dedication to the boundary of such adjoining property.
10. **Cuts in Pavement.** No cuts shall be made in road pavement for at least five years after hard surfacing without approval by the Mayor with the advice of the Town Engineer, except in cases when public safety is at risk.

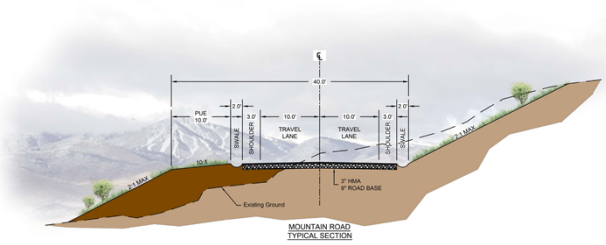
EXHIBIT E-1

APPROVED ROAD CROSS SECTIONS

10.08.14.5 STANDARD CROSS SECTIONS

1. All disturbed surfaces shall be covered with 6 inches of topsoil and seeded.
2. Lane striping as per cross section including the required bike lane painting.
3. Shoulder will be constructed with compacted road base.
4. The subtle meandering shared use path will have 3 inches of asphalt over 9 inches of road base. Road will have a minimum of four inches (4") of asphalt.
5. Permanent erosion control mat* or minimum 6" thick rip rap required in drainage swale for road slopes greater than 5%. Permanent mats shall have ground cover of 74% or greater and a ultraviolet stabilization of 1,000 hours.





BOULDERS AT HIDEOUT
TYPICAL SECTIONS

SKYHAWK DEVELOPMENT 03.28.22 PEC PROJECT ENGINEERING CONSULTANTS

EXHIBIT F

FORM REIMBURSEMENT AGREEMENT

Reimbursement Agreement

This Reimbursement Agreement ("**Agreement**") is made this ___ day of _____, 20__, by and between TOWN OF HIDEOUT, a Utah municipality ("**Town**"), and _____, a _____ ("**Developer**") (collectively, the "**Parties**").

RECITALS:

A. Developer developed a subdivision known as _____ that is located at approximately _____.

B. As part of such development, Developer installed or caused to be installed approximately _____ ("_____ Improvements").

C. Developer has dedicated or intends to dedicate the _____ Improvements and appurtenant real property ("Real Property") to the Town as provided herein (the _____ Improvements is collectively referred to as "Improvements.") .

D. The locations of Improvements are illustrated on exhibit "A."

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

1. **Real Property**. The Developer hereby represents and warrants to the Town that it is the owner of the Real Property upon which the Improvements are located, and unless already conveyed to the Town, the Developer agrees to grant an easement and/or fee title, as the case may be, free and clear of all liens and encumbrances to the Town.

2. **Improvements**. The Developer hereby represents and warrants to the Town that it is the owner of the Improvements and that upon completion, the Developer shall convey the Improvements to the Town by executing and delivering to the Town a bills of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances. Other than the warranty contained in Section 4 below, Developer does not make any other representations or warranties to the Town.

3. **Condition of Improvements**. Developer has caused the installation and construction of the Improvements (the "**Work**") to be completed at Developer's sole cost and expense by qualified licensed contractors. Prior to Town's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the Town that all labor, materials, equipment, rental, and other costs incurred in performing the Work have been paid in full and that the Town will receive the Improvements free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

4. **Reimbursement**.

(a) The Improvements are system improvements as that term is defined by the Town and Utah Code Ann. § 11-36a-101, et seq. and are subject to reimbursement. Subject to the limitations described below, the Town shall reimburse Developer for the Improvements in an amount not to exceed $_____. Payment of such amounts shall be subject to and made as follows:

(b) Improvements. As full and complete reimbursement for the _____ Improvements, the Town will pay to the Developer one hundred percent (100%) of the _____ impact fees generated and collected from within the area identified in exhibit "C." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the Town of such amounts. After such amounts have been substantiated, all amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees or substantiation, whichever is later, were received by the Town.

5. **Offset Rights**. Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the Town may set off against any payments otherwise due and owing to Developer under Section 4 of this Agreement any amount the Town may have expended to complete the Improvements. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of Town's remedies.

6. **Impact Fees**. Town and Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by the Town meet all requirements of law including but not limited to Utah Code Ann §11-36a-101 *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the Town and not refunded to the payor, such impact fees will be used to reimburse Developer.

7. **Miscellaneous Provisions**.

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

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

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

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

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

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

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

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign its rights, or delegate its duties, hereunder without Town's prior written consent.

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

(signatures to follow)

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

TOWN OF HIDEOUT

By_____
_____, Mayor
Dated: _____

ATTEST:

_____
_____, Town Recorder

DEVELOPER

_____

By _____
Its: _____
Dated: _____

~~4861-7329-3593.v1~~4861-7329-3593.v6

STATE OF UTAH)
)ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as the _____ of _____.

_____
Notary Public
Residing at: _____

STATE OF UTAH)
)ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as the _____ of _____.

_____
Notary Public
Residing at: _____

~~4861-7329-3593.v1~~4861-7329-3593.v6

EXHIBIT G

PROJECTED PUBLIC AND PRIVATE ROADWAYS

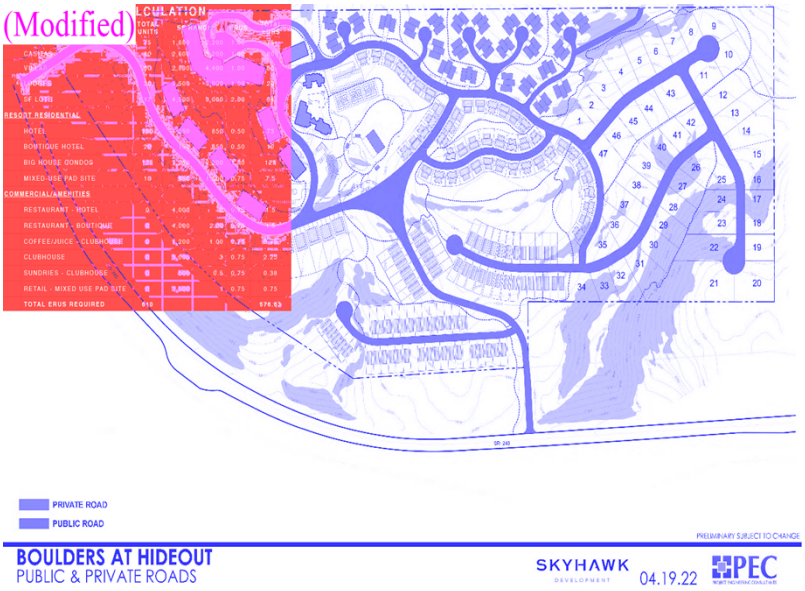
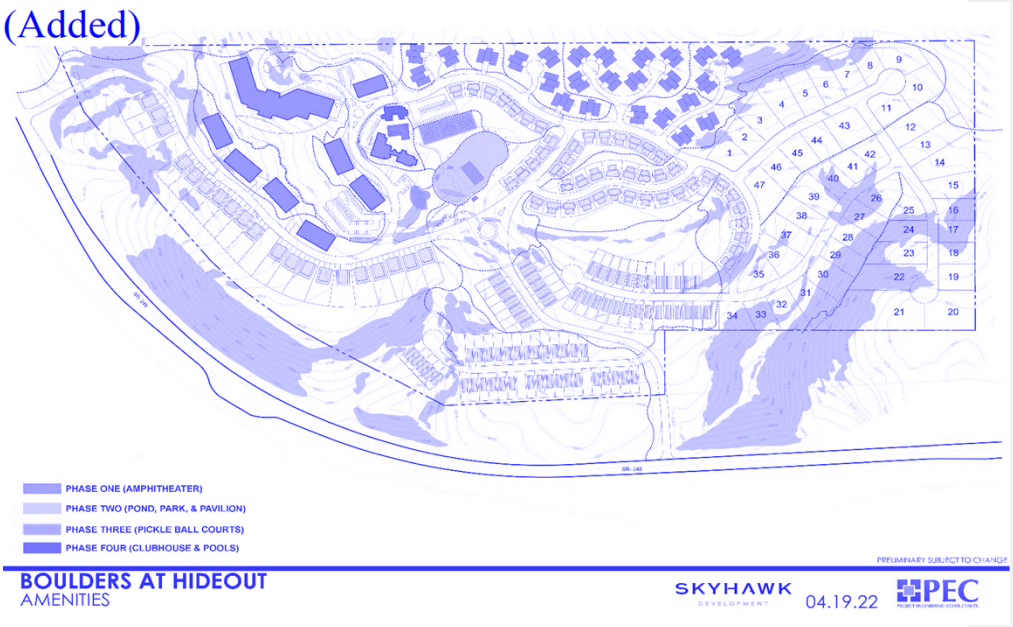


EXHIBIT H

PROJECTED PUBLIC AMENITIES AND PHASING PLAN

(Added)



Phase 1: The overall Project having received certificates of occupancy for at least 200 hundred Units

Phase 2: The overall Project having received certificates of occupancy for at least 300 hundred Units

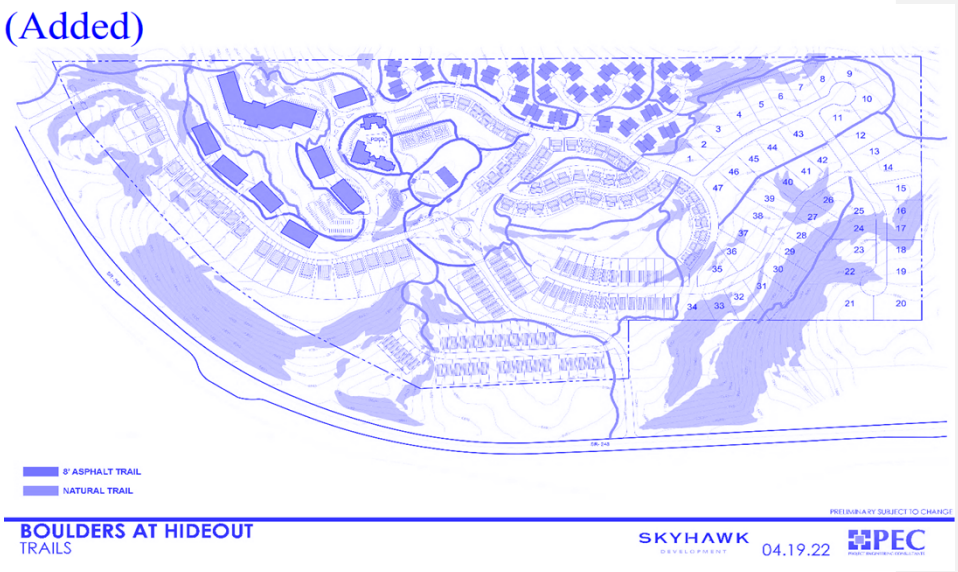
Phase 3: The overall Project having received certificates of occupancy for at least 400 hundred Units

Phase 4: The overall Project having received certificates of occupancy for at least 500 hundred Units

EXHIBIT I

PROJECTED PUBLIC TRAILS

(Added)



~~4861-7329-3593.v1~~4861-7329-3593.v6

Summary report: Litera Compare for Word 11.0.0.61 Document comparison done on 4/25/2022 4:49:14 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4861-7329-3593/1/MDA - Boulders at Hideout (Town Draft 3-12-2022).docx	
Modified DMS: nd://4861-7329-3593/6/MDA - Boulders at Hideout (Town Draft 3-12-2022).docx	
Changes:	
Add	851
~~Delete~~	380
~~Move From~~	0
Move To	0
Table Insert	9
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format changes	0
Total Changes:	1244

DRAFT – NOT ENFORCEABLE

WHEN RECORDED, MAIL TO:
Town Recorder
Town of Hideout
10860 North Hideout Trail
Hideout, UT 84036

MASTER DEVELOPMENT AGREEMENT

FOR THE BOULDERS PROJECT

LOCATED AT 1220 EAST SR 248, HIDEOUT,

WASATCH COUNTY, UTAH

This Master Development Agreement (this "Agreement "or "MDA") is entered into as of this _____ day of March, 2022, by and between Skyhawk, LLC, a Utah limited liability company ("Developer"), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Boulders Master Planned Development, and the Town of Hideout, a Town and political subdivision of the State of Utah ("Hideout"), by and through its Town Council.

R E C I T A L S

A. Developer is the owner of a 112-acre parcel of real property located at 1220 East SR 248, Hideout, Wasatch County, Utah, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Property" or "Project Area").

B. Developer wishes to develop the Property as a residential and commercial subdivision to beknown and marketed as "The Boulders." Developer desires to develop the Property and has presented to the Town a concept plan with various uses including a condotel, a bed and breakfast, and other residential uses.

C. Developer applied for a rezone of the Property (the "**Rezone**"), which was approved pursuant to Ordinance 2022-O- XX, and is generally depicted on **Exhibit C**, a copy of which is attached hereto as **Exhibit C-2** and incorporated herein by this reference.

Commented [PM1]: This may need to be updated based on zoning request.

D. Developer has received Concept Plan approval from the Planning Commission on February 17, 2022, as more fully depicted on **Exhibit B.**

E. Hideout and Developer agree that a development agreement is appropriate related to this Project and that this Development Agreement meets the requirements of the Hideout Municipal Code ("HMC") Section 11.08.04 for all Development Agreements.

F. Developer is willing to design and develop the Project in a manner that is intended to promote the long-range policies, goals and objectives of Hideout, and to address other issues as more fully set forth below.

Commented [PM2]: Why was reference to the General Plan removed?

G. The Town currently lacks public amenities such as parks, open space, and trails, and in order to develop the Property, Developer has agreed to enhance the Town's amenities by providing various amenities and facilities, including, but not limited to parks, open spaces, trails, culinary water, sanitary sewer, transportation and circulation improvements, street enhancements, public safety facility, community design features, and other facilities, the demand for which is created by the Homestead Project Plan (hereinafter "Project Plan") and the goals of the Town. ***[NTD: please provide a copy of the Homestead Project Plan]***

Commented [PM3]: Where is this document?

H. Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et seq*.

I. The Town is willing to enter into this Agreement for the Project Area, under certain circumstances, where the Project Plan contains features necessary to meet the demands created by the

Project Plan, promotes the goals of the Town, and provides other amenities, benefits, improvements and facilities which benefit the Town.

J. The Town Council acknowledges that instead of amending various provisions of the City's Vested Laws, the Town Council desires for this MDA to act as an amendment to any inconsistent provisions contained in the City's Vested Laws. As such, to the extent expressly set forth in this MDA is a land use ordinance amending certain provisions of the City's Vested Laws as they pertain to the Property.

Commented [PM4]: Why do you need a "vested" code when you have all the amendments you need to our code contained herein.

K. The Town, in furtherance of its land use policies, goals, and other requirements, has made certain determinations with respect to the Project Plan and in the exercise of its legislative powers and in its sole discretion has elected to enter into this Agreement.

L. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.

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

TERMS

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

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

1.2. **Definitions.** As used in this MDA, 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.*

1.2.2. **Administrative Action** means and includes the actions related to either (i) Development Applications that may be approved by the Administrator pursuant to Section 7, and (ii) any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 7.

1.2.3. **Administrator** means the person designated by the Town as the Administrator of this MDA.

1.2.4. **Administrative Modifications** means and includes any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 7.

1.2.5. **Amenities** means those amenities described on **Exhibit H** and available to the general public.

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

1.2.7. **Association Declaration(s)** means a Declaration of Conditions, Covenants, Restrictions or Grant of Easement, a Condominium Declaration, or similar document regarding and the governance, operation, and maintenance of common areas within a portions of the Property that contemplates the operation of an owner's association or condominium association.

1.2.8. **Buildout** means the completion of all of the development on the entire Project.

1.2.9. **Complete Application**: A Land Use Application that conforms to the requirements of the applicable land use ordinance in effect when a complete application is submitted, and all fees have been paid.

1.2.10. **Cooperate**: Means that the Town and Developer will work or act together to achieve the purposes of this Agreement.

1.2.11. **Commercial Unit** means any space within the Project intended to be occupied for use for those commercial uses generally described on the Concept Plan and Land Use Table, including, without limitation, office (including professional office), restaurant-boutique, general retail, coffee/juice-clubhouse, clubhouse, sundries-clubhouse, retail-mixed use pad site, etc.

Commented [PM5]: This is new as of 4/25/22 – what is the concept for office space?

1.2.12. **Condotel Parcel** means the portion of the Property containing a minimum acreage of ___ as generally depicted on **Exhibit B-1**, to be used and developed solely as a Condotel Unit.

1.2.13. **Condotel Unit** means any space intended to be sold and occupied for use as a condotel, hotel, timeshare, fractional ownership interest project, or similar commercial project.

1.2.14. **Council** means the elected Town Council of the Town.

1.2.15. **Council Modification** means any amendment, modification, or supplement to this

MDA that may be approved by the Council pursuant to the terms of Section 7.

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

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

1.2.18. **Density** means, a maximum Development of 559 ERUs (or collectively 600 Residential Units) as generally depicted on the Concept Plan, subject to Section 5.4.

Commented [PM6]: How is commercial density measured?

Commented [PM7]: Not sure what you are referring to here.

1.2.19. **Developer** means Skyhawk, LLC, a Utah limited liability company and its successors in interest (except for purchasers of completed Residential Units) or assignees as permitted by this MDA.

1.2.20. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.21. **Development Activity** means construction or expansion of a building, structure, or change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

1.2.22. **Development Application** means an application to the Town for development of a portion of the Project or any other permit, certificate or other authorization from the Town required for development of the Project, as required by the Town's Land Use Ordinance.

1.2.23. **Development Approval**: Any written authorization from the Town that authorizes the commencement of development activity.

1.2.24. **ERU** means Equivalent Residential Unit, as further defined in the Town's Vested Laws.

1.2.25. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the Town, effectuating a Subdivision of any portion of the Project.

1.2.26. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, condotels, restaurants, businesses, private amenities, commercial areas,

professional and other offices, trails and other uses as more fully specified in the Concept Plan.

1.2.27. **Land Use Ordinance** means a planning, zoning, development, or subdivision ordinance of the Town.

1.2.28. **Land Use Table** means the land use table set set forth on **Exhibit C-1**.

1.2.29. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.30. **Minimum Commercial Square Feet** means 20,000

1.2.31. **Modification Application** means an application to amend, modify, or supplement this MDA.

1.2.32. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.33. **Parcel** means a portion of the Property that is created by the Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

1.2.34. **Planning Commission** means the Town's Planning Commission.

1.2.35. **Planning Commission Modification** means and includes any amendment, modification, or supplement to the Project Guidelines that may be approved by the Planning Commission pursuant to the terms of Section 7.

1.2.36. **Project** means the residential subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities,and all of the other aspects approved as part of this MDA.

1.2.37. **Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.

1.2.38. **Private Infrastructure** means those elements of infrastructure, generally including the streets, trails, and parks, etc. that will be constructed and maintained by the Developer with easements for public use and access.

Commented [PM8]: Is this accurate? I thought streets trails and parks were being dedicated to the public

1.2.39. **Project Guidelines** means **Exhibit E** which is a set of guidelines approved by the Town as a part of the approval of this MDA controlling certain aspects of the design and construction of the development of the Property including setbacks, height limitations, parking and signage, and the design

and construction standards for buildings, roadways and infrastructure, which shall be administered and enforced by the Town.

1.2.40. **Project Improvements** means site improvements and facilities that are (a) planned and designed to provide service for development resulting from a development activity, and (b) necessary for the use and convenience of the occupants or users of development resulting from a development activity.

1.2.41. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town or other public entities as a condition of the approval of a Development Application.

1.2.42. **Reimbursement Agreement** means a Reimbursement Agreement entered into between the Town and the Developer and any Subdeveloper pursuant to the terms and conditions of this MDA, which Reimbursement Agreement shall be in substantially the same form and content attached hereto as **Exhibit F.**

Commented [PM9]: Please note that if PID funds are used, developer can not be reimbursed.

1.2.43. **Residential Unit** means individual units intended to be occupied for residential living purposes generally described on the Concept Plan and Land Use Table, including, without limitation,, including townhomes, casitas, villas, lodges, and single family lots.

1.2.44. **Site Plan Approval** means final approval for individual development sites with the Project.

1.2.45. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer, which purchases a Parcel for development.

1.2.46. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and the Zoning Ordinance.

1.2.47. **Town** means The Town of Hideout, a political subdivision of the State of Utah.

1.2.48. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology, public finance or drainage for reviewing certain aspects of the development of the Project.

1.2.49. **Town's Future Laws** means the ordinances, policies, standards, and procedures

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 MDA.

1.2.50. **Town's Vested Laws** means the ordinances, policies, standards, and procedures of the Town in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "___."

1.2.51. **Unit** means, as applicable, a Commercial Unit, Residential Unit or Condotel Unit.

2. **Development of the Project.**

2.1. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, Town's Future Laws, the Concept Plan, and this MDA (to the extent that these are applicable and not in conflict with this MDA). Development of each Parcel shall be subject to, and in general conformity with, the Concept Plan and this MDA. The Town acknowledges and agrees that this MDA, the Concept Plan, and any associated conditional use application shall not expire until the expiration of the term of this MDA, and upon such expiration the Town's legal non-conforming laws shall apply. Accordingly, the Town hereby agrees that: (a) Developer may subdivide portions of the Project into Parcels in accordance with the Concept Plan and sell Parcels to various Subdevelopers or other parties; and (b) the Subdevelopers or other parties owning Parcels within the Project may further subdivide Parcels into smaller Parcels. Upon issuance of Site Plan Approval, the same shall thereafter continue in perpetuity, unless it is revoked due to a violation of such permit or plan approval, as applicable. To the extent there is any conflict between the Zoning Map, the Town's Vested Laws, the Town's Future Laws and this MDA, this MDA shall control.

2.2. **Development by a Subdeveloper.** In the event that any Subdeveloper shall develop any portion of the Project, any and all improvements constructed, installed, or developed by such Subdeveloper shall be completed in accordance with plans, designs, and specifications approved in writing by Developer. No improvements may be constructed, installed, or developed on all or any portion of the Project unless and until Developer has approved in writing the plans, designs and specifications for same. Any change or alteration of such plans, designs, and/or specifications by Subdeveloper (or its successors and/or assigns) after Developer has originally approved such plans, designs, and/or specifications shall require written

Commented [PM10]: See below comment. Future laws should apply so long as they don't change any of the vested rights granted in this MDA and MDA amendments continue to apply.

Commented [PM11]: Why is a "vested" code needed when all the amendments to our code is contained herein this MDA. I would recommend removal of all reference to the "vested code"

Commented [PM12]: The following was removed from our draft and should be re-inserted in this document:
2.19. Developer and its successors agree to pay the then current impact fees imposed
and as uniformly established by the Hideout Municipal Code at the time of permit
application, whether or not state statutes regarding such fees are amended in the
future.
2.21. Developer shall be responsible for compliance with all requirements and
conditions of the Jordanelle Special Services District (JSSD) prior to the issuance
of any building permits for the Project.
2.22. Developer is responsible for compliance with all local, state, and federal
regulations regarding contaminated soils as well as streams and wetlands.
Developer is responsible for receiving any Army Corp of Engineer Permits
required related to disturbance of streams and wetlands.

Commented [PM13]: ?

Commented [PM14]: The concept plan isnt' specific enough to indicate what Parcels you are referring to.

Commented [PM15]: what is being envisioned here?

Commented [PM16]: Perpetuity is a long time. If you have plat approval for a site, that will apply unless you fail to record the plat.

approval by Developer. Any and all approvals by Developer set forth in this Section may be given or withheld by Developer in its sole and absolute discretion. The Town hereby agrees not to permit or allow the commencement of any construction, installation, or development of any improvements on any portion of the Project by any Subdeveloper without written authorization and approval from Developer.

3. **Zoning and Development of the Property.**

3.1. **Allowed Uses.** The uses allowed within the Project Area, and all Subdivisions thereof, shall be as specified by this Agreement. The Town has rezoned the Property with zoning conditions as detailed in **Exhibit C**, and has declared that the Land Use Table set forth on **Exhibit C-1**, and approved the Project Guidelines detailed on **Exhibit E**, shall govern Developer's (and by extension, each Subdeveloper's) use and development of the Project to the extent such exhibits deviate from the Town's Vested Laws. All Development Applications shall be reviewed, and approved or denied by the Town, in accordance with the procedures of the Town's land use ordinances, in effect when the Land Use Application is determined complete.

3.1.1. No parcel or Residential Unit shall be sold or leased except as shown on a Final Plat for the portion of the Property in which the Residential Unit is located; provided, however, nothing herein shall be construed as prohibiting a Residential Unit from being used for nightly rentals.

3.1.2. No parcel or Commercial Unit shall be sold or leased except as shown on a Final Plat for the portion of the Property in which the Commercial Unit is located. The Town and Developer contemplate that the minimum amount of commercial space for the Commercial Units will equal approximately 20,000 square feet of floor area. Landlord shall use commercially reasonable efforts to allocate the Commercial Units square footage as follows: (i) condotel commercial – 4,000 square feet of floor area; (ii) boutique condotel commercial – 4,000 square feet of floor area; (iii) clubhouse (including coffee and sundries) – 2,000 square feet of floor area; (iv) mixed-use commercial – 2,500 square feet of floor area; and (v) condominium buildings A and B (as shown on the Concept Plan) – 3,750 square feet of floor area each. Notwithstanding the foregoing, the Town acknowledges that the leasing and/or sale of such commercial space is dependent upon market conditions, and Developer shall have the right to deviate from the aforementioned square footage allocations, as determined in Developer's commercially

Commented [PM17]: Please note that these changes were first proposed to the town on 4/11/22.

Commented [PM18]: The town is having a broader discussion about nightly rentals. Why would the purely residential portions of the development need to have nightly rentals?

Commented [PM19]: See below – they want to have 7500 of this sf be convertible to residential after 1 year.

reasonable discretion. If Developer is unable to the lease the commercial floor area of condominium buildings A and B retail totaling 7,500 square feet within one year of obtaining a certificate of occupancy, Developer shall have the right, in Developer's commercially reasonable discretion, to convert the ERUs allocated to said retail to residential ERUs (i.e. Residential Units), subject to the Project's Density.

4. **Vested Rights and Density.**

4.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants to Developer use and density rights necessary to develop the Property, in fulfillment of this Agreement, subject to the terms of this Agreement, and that such development rights shall be considered "vested rights" pursuant to Utah Code Ann. § 10-9a-509 (2022). All Land Use Applications, as defined herein, for the Project Area, shall be processed in accordance with this MDA, the Land Use Table and Project Guidelines, and are subject to the ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete.

4.2. **Developer to Restrict the Property**. Developer hereby agrees that as a condition to the effectiveness of this MDA, at the time Developer obtains title to the Property Developer shall restrict the overall density of the Property to the Density set forth in this MDA by recording against the Property a deed restriction or additional covenants, conditions, and restrictions, with rights granted to the Town to enforce said deed restriction or such covenants, conditions, and restrictions. Such restriction shall memorialize the Developer's agreement that the Project's Density shall not exceed 559 ERUs (or collectively 600 Residential Units).

4.3. **Deviations from Town's Vested Laws**. This MDA may modify, in certain respect, the operation of the HMC and the Town's Vested Laws pertaining to the Property, and to such an extent that the terms and conditions of the MDA conflict with the HMC or the Town's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the Town through its legislative power and operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. Unless otherwise provided in, or amended by, this MDA, the Town's Future Laws shall not be applicable to or govern the development of the Property except as provided in Section 4.3.

Commented [PM20]: This allows Developer to deviate from the above requirements if they determine its not commercially feasible.

Commented [PM21]: This allows developer to take 7500 sf of the 20,000 sf (37.5%) and convert it to residential if they determine that is commercially reasonable.

Commented [PM22]: They have removed the following language which is also in our code, our other MDAs, and that developers affirmed in planning commission:
Developer acknowledges that the development of the Maximum Residential Units and Minimum required number of Commercial Units and every other aspect of the Concept Plan requires that each Development Application comply with the Town's Laws and this MDA. This MDA does not guarantee that the Developer will be able to construct the Maximum Residential Units or any other aspect of the Project, and Developer bears the obligation of complying with all the applicable requirements of the Town's Laws and Zoning Code

Commented [PM23]: this should happen at the same time the MDA is recorded.

Commented [PM24]: See note earlier re commercial units?

4.4. **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 the following exceptions:

4.4.1. Town's Future Laws that do not conflict with, or modify, the vested rights granted through this MDA.

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

4.4.3. 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;

4.4.4. Codes. The Development Standards and any new editions or replacement thereof and any 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;

4.4.5. 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; or,

4.4.6. Fees. Changes to the amounts of 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.

4.4.7. 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)(i) (2022).

4.5. **Universal Fairness**. In all events, the Town shall not impose upon any portion of the Project any regulations or fees that are more expensive, restrictive, burdensome, or onerous than those imposed generally on all real property throughout the Town or in violation of the terms of this MDA.

Commented [PM25]: What is the basis of this new provision?

4.6. **Legislative Action.** The Town has approved the development of the Property in

accordance with the terms of this MDA. As a material part of this transaction, the Town and Council has complied with any and all requirements under this MDA and has taken all actions required or advisable to adopt the Concept Plan. The Town represents, acknowledges, and agrees that this MDA modifies certain provisions of the Town's Vested Laws. In as much as any provision of this MDA conflicts with any provision of the Town's Vested Laws, the terms and conditions of this MDA will control and govern and the provisions of the Town's Vested Laws shall be deemed modified and/or supplemented by this MDA pertaining to the Property. This MDA is an ordinance modifying any conflicting provisions of the Town's Vested Laws.

Commented [PM26]: Should just say the Town's Laws.

Commented [PM27]: If this is the case, all redlines need to be reflected.

5. Density and Intended Uses.

5.1. **Project Maximum Density and Intended Use.** At Buildout of the Project, Developer, Subdevelopers, and assignees to this MDA shall be entitled to the Density for the Project and any and all other Intended Uses as specified in the Concept Plan for the Project. Developer acknowledges that Developer's proposed Development and every other aspect of the Concept Plan requires that each Development Application comply with the Town's Laws and this MDA.

5.2. **Use of Density.** Developer and/or any Subdeveloper, as applicable, may develop any Subdivision or Parcel within any portion of the Property using all or any portion of the overall Density allocated for the Property. Under no condition shall the Town deny a Development Application if (i) the applicant is not currently in default under this MDA (regardless of whether or not any other Subdeveloper or the Developer is in default), (ii) such Development Application does not cause the overall Property to exceed the Density, (iii) the plan set forth in the Development Application is generally consistent with the Concept Plan and Project Guidelines, (iv) the plan set forth in such Development Application is consistent with the Town's Vested Laws and the Town's Future Laws (when applicable), all as modified by the Concept Plan and this MDA, (v) such plan does not contain aspects that are materially detrimental to the health, safety or general welfare of persons residing in the vicinity, or injurious to property or improvements in the vicinity, and (vi) the Developer or Subdeveloper complies with the Town's Vested Laws and any other applicable state, county, or district code, or ordinance. Subject to the terms and conditions of this MDA, any Development Application will comply with any of the Town's Vested Laws. The Town reserves

Commented [PM28]: Will there be zone lines? T

Commented [PM29]: This seems overly broad. We agree that if an application meets the code and this MDA it will be approved but it is too easy to "sell" to another entity if one entity is in default.

the right to deny a land use application of any kind if the application in question will exceed the Density.

5.3. **Density Transfer**. The parties agree that the particular Density of a particular use for Commercial Units, Residential Units, and Condotel Units within a particular Subdivision or Parcel may vary from Parcel to Parcel, and that Developer shall have the right, in Developer's sole and absolute discretion, to vary the Density and Intended Use of a Parcel so long as the Density allocated to a Parcel does not violate the Density of the Project as a whole. The parties further agree that the Commercial Units may be located throughout the Project, or concentrated in one or more pockets or areas within the Project, all in the discretion of the Developer and/or any applicable Subdevelopers.

Commented [PM30]: Needs to comply with the zone. This also seems to allow enormous deviation from the concept plan.

5.4. **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. Developer may obtain approval of a Subdivision as is provided in UTAH CODE ANN. § 10-9a-103(57)(c)(v) (2022) 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. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, the construction of improvements shall not be allowed until Developer or Subdeveloper complies with the Town's Vested Laws.

Commented [PM31]: This doesn't exist.

Commented [PM32]: Why wouldn't you provide such security??

5.5. **Development within the Property**. The buildings, structures, and improvements developed within any zone classification within the Property may be developed on single or multiple lots or Parcels. In light of the above, a final Plat approval may allocate Density throughout the entire Property and individual Parcels. Final Plat approval will be considered and granted in phases and each phase may include only a portion of a Parcel.

5.6. **Development by a Subdeveloper**. In the event that any Subdeveloper shall develop all or any portion of the Property, any and all improvements constructed, installed, or developed by such Subdeveloper shall be completed in accordance with plans, designs, and specifications approved in writing by Developer. No improvements shall be constructed, installed, or developed on all or any portion of the

Property unless and until Developer has approved in writing the plans, designs and specifications for same. Any change or alteration of such plans, designs, and/or specifications by Subdeveloper (or its successors and/or assigns) after Developer has originally approved such plans, designs, and/or specifications shall require written approval by Developer. Any and all approvals by Developer set forth herein may be given or withheld by Developer in its sole and absolute discretion. The Town hereby agrees not to permit or allow the commencement of any construction, installation, or development of any improvements on any portion of the Property by any Subdeveloper without written authorization and approval from Developer.

5.7. **Phasing Plan.**

5.7.1. Phasing; Orderly Development of Improvements. The Town acknowledges that Developer, assignees of Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit a single or multiple Development Applications from time to time to develop and/or construct all or portions of the Project in one or multiple phases. Subject to the completion of the Public Improvements, if required by the Town, any phase of the Project may be developed independently of other phases. The Town shall not require any sequencing of phases within the Project. However, except as otherwise set forth in a separate written agreement between the Town and the Developer, the Town shall not be liable for any damage, loss, cost or expense of Developer and assigns arising out of the sequencing of phases, nor shall Town be required to install infrastructure to serve a phase of a Project which is not contiguous to existing infrastructure (provided Developer shall have the right to install certain infrastructure in accordance with the terms of the Infrastructure Agreement).

5.7.2. **Phasing Plan for Amenities**. Developer shall use commercially reasonable efforts to construct and install the Amenities in four (4) separate phases as further described on **Exhibit H** attached here. Notwithstanding the foregoing, the Town acknowledges that Developer may construct and install the Amenities prior to the described phase.

5.8. **Amenities; Trails.**

5.8.1. **Conveyance of Amenities within the Project.** Developer shall have the right to use funds from Public Improvement District to facilitate construction of the Amenities; provided, however,

Commented [PM33]: This isn't our responsibility.

Commented [PM34]: There is no timeline for when construction will start or be built.

Commented [PM35]: They removed requirement that hotel be built first or within a particular time frame. There is no requirement of when the hotel would be built.

Commented [PM36]: Isnt' developer installing all infrastructure and using PID money?

Commented [PM37]: When will the amenities and open space be dedicated?

Master Developer reserves the right to enter to (i) into an agreement with any other third party for the maintenance and repair of the Amenities, including, without limitation, an owners' association created within the Project, and (ii) implement a fee structure for use of the Amenities for all Persons or third-parties not residing within the Project.

5.8.2. **Maintenance of Amenities, Parks and Trails.** Master Developer shall be responsible for entering into dedication or maintenance agreements other third-party with respect to maintaining the Amenities within the Project generally illustrated on the Zoning Map.

Commented [PM38]: ?

Commented [PM39]: ??

5.8.3. **Trails**. Master Developer agrees that the trails shall generally conform to the Trail Plan attached hereto as **Exhibit I**.

6. Term of Agreement. Unless earlier terminated as provided for herein, the term of this MDA shall be until Buildout. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations under any Association Declaration shall survive termination of this Agreement and continue in perpetuity.

Commented [PM40]: There needs to be a term for the agreement. 25 years?

7. Review and Approval of Development Applications.

7.1. **Approval Processes for Development Applications.** Development Applications shall be approved by the Town if they comply with the Town's Vested Laws and conform to this MDA, and the Town shall cooperate reasonably in promptly and fairly processing Development Applications.

7.2. **Administrative Actions**.

Commented [PM41]: What does this change in our code? Why wouldn't we use our existing code standards?

7.2.1. Administrative Actions Defined. As further set forth herein, certain aspects of a Development Application may be approved by an Administrative Action. An Administrative Action involves approval of aspects of a Development Application by the Town staff and/or the Administrator. Administrative Actions with regard to Development Applications means the following, which shall be subject only to the approval process more fully set forth below in this Section 7.2:

(i) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

(ii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and interpretation of the Development Standards,

(iii) the issuance of building permits, and

(iv) other administrative actions described in the Town of Hideout Subdivision Regulations, or successor; provided said standards do not conflict with this MDA

7.2.2. Administrator Review. Administrative Actions shall require only the approval of the Administrator (with the review of the Town's staff as requested by the Administrator), and the Administrator shall not seek or condition the Administrator's approval upon: (i) approval of the Town Counsel, (ii) approval of the Planning Commission, or (iii) notice of or participation in any public meeting, hearing or forum. Upon approval by the Administrator, any Administrative Action shall be deemed and considered fully approved in all respects.

7.2.3. Development Standards. The Development Standards outlines the general approval procedure for different activities along with the general requirements and standards that may be applicable to certain improvements and types of developments within the Project. This MDA is a contract between Developer and the Town that will inure to the benefit of the Property and the owners thereof whereby the Town agrees that any approval procedures and processes contained in this MDA shall supersede and replace the Development Standards. The Town and the Town hereby agrees as follows:

(i) Subdivision approval shall last for a period of one (1) year after receiving Planning Commission approval, with one (1) one year extension automatically provided upon request by Developer or a Subdeveloper. Inasmuch as the Project may be developed in phases, when Developer or Subdeveloper seeks final Subdivision and final Plat approval for a phase of the Project, Developer or Subdeveloper will submit the improvement plans for that phase of the Project. Improvement plans will not be required for the entire Property or for any portion

Commented [PM42]: This amends our code. Please propose a text amendment to our code. Our code requires 6 months with the ability to extend another 6 months

of the Project not included within the phase of the Project that is the subject of the application.

(ii) Any references to "developer" in the Development Standards shall mean Developer, its assigns, or the Subdeveloper that actually develops a Subdivision within the Project and submits a Development Application. If a Subdeveloper submits a Development Application and develops a Subdivision, the Developer shall not be deemed the "developer" related to that Subdivision.

(iii) Development Applications for the Project subject only to Administrative Action shall be approved by the Administrator if (a) such Development Application complies with the Development Standards and this MDA to the extent related to terms or conditions set forth in this MDA, and (b) such Development Application complies with the Town's Vested Laws (as such may be modified herein). The Administrator's review of all Development Applications subject to approval by Administrative Actions shall be limited to differences and/or inconsistencies between the information and/or documentation submitted and the materials, information and/or documentation described in subsections (i) and (ii) of the preceding sentence. If the Administrator denies a Development Application subject only to Administrative Action, the Administrator shall provide a written determination advising the Applicant of detailed reasons for Denial, including all specific items of non-compliance with subsections (i) and (ii) above.

7.2.4. Re-submittal of Development Applications. If the Administrator has previously denied a Development Application subject only to Administrative Action, then the Administrator shall promptly complete its review of any re-submittal (which may include redlines) of a Development Application. No additional fees will be required from the Applicant in connection with any re-submittal or redlines. To the extent Applicant has changed the Development Application to (a) substantially comply

with this MDA or the Town's Vested Laws or (b) substantially conform to the Development Standards, then the re-submittal or redline shall be approved by the Administrator. Applicant shall only be required to re-submit, and the Administrator shall only review, the portions of the Development Application which related to the Denial by the Administrator as set forth in the Administrator's written response described in Section 7.2.2 above. All other portions of the Development Application that were not addressed specifically in such written response by the Administrator shall be deemed and considered previously approved. If the Town again denies the re-submitted Development Application or redline subject only to Administrative Action, then the Town shall meet with the Applicant as promptly as possible to discuss same. Applicant shall have the right to treat such Denial as a "final action of the Town" and immediately appeal as appropriate.

7.3. **General Provisions Regarding All Development Applications and Approvals**.

7.3.1. Standard Review Fees. Developer or the applicable Subdeveloper shall only have the obligation to pay the standard fees applicable with respect to any submittal of a Development Application under the Town's fee schedule in effect at the time of the application.

7.3.2. Processing of Development Applications. The Town shall cooperate reasonably and in good faith in promptly and fairly processing and reviewing all Development Applications. During each application process, the Town shall keep the Applicant informed of the status of the applicable Development Application. The Town agrees to exercise good faith efforts to follow its general review processes and meet all timelines set forth therein.

7.3.3. Additional Terms, Provisions and Conditions Related to Development Applications. Notwithstanding any language to the contrary herein or in the Town's Vested Laws and/or Town's Future Laws, the parties hereby agree that the following terms, provisions and conditions shall apply with respect to Development Application submissions and reviews:

(i) After receipt of any preliminary plat approval, no Final Plat approval shall be denied or delayed if the Development Application for such Final Plat

substantially complies in all respects with the conditions of the approved preliminary plat;

(ii) All preliminary plat approvals shall be effective for two (2) years or longer if provided for in the Town's Vested Laws or Town's Future Laws. Developer and/or Subdeveloper shall have a one-time right to extend any preliminary plat approval for a two year period or longer if provided for in the Town's Vested Laws or Town's Future Laws. Final Plat approvals granted to Developer and/or Subdeveloper shall be valid, effective, and fully vested upon recordation of the Final Plat. If a development is proposed to be completed in phases, filing of a Final Plat for one phase shall extend the then existing expiration date of the preliminary plat approval for all additional phases for an additional period of two years from the existing expiration date or longer if provided for in the Town's Vested Laws or Town's Future Laws.

(iii) In reviewing Development Applications pertaining to the Property, the Project Guidelines shall govern such review. In the event of any conflict between the Project Guidelines and the Town's Vested Laws, the Town's Future Laws, or the Development Standards, the Project Guidelines shall control

7.4. **Independent Technical Analyses for Development Applications.** If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts, upon Developer's approval, as Town Consultants with the actual and reasonable costs being the responsibility of Applicant. The Town Consultant undertaking any review by the Town required or permitted by this MDA shall be selected from a list generated by the Town for each such Town review pursuant to a "request for proposal" process or as otherwise allowed by Town ordinances or

regulations. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of the Applicant.

7.5. **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 the denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

7.6. **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.

7.7. **Mediation of Development Application Denials.** If the Town and Applicant are unable to resolve a disagreement, 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 Town and Applicant 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. The Applicant shall pay the fees of the chosen mediator. The chosen mediator shall, within fifteen (15) business days, review the positions of the parties regarding the mediation issue, and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.8. **Modifications to this MDA**. Any amendment, modification, or supplement to this MDA must be in writing and approved by the Town and Developer. Only Developer or an assignee that succeeds to all of the rights and obligations of Developer under this MDA (and not including a Subdeveloper) may submit an application to modify the MDA. If a Subdeveloper desires to modify the MDA as part of a Development Application, the Subdeveloper must obtain Developer's approval to such modification. Notwithstanding the foregoing, the Parties (not the Subdeveloper unless specifically authorized) may mutually determine to waive one or more provisions hereof as such provisions relate to a particular

Development Application, without formally amending the MDA.

7.8.1. Administrative Modifications. The Administrator may approve without approval by the Town Council any modifications to the Project Guidelines. Applications for Administrative Modifications shall be filed with the Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any proposed Administrative Modification, the Administrator may require the Administrative Modification to be processed as a Planning Commission Modification or a Council Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time, which shall in no case be longer than fourteen (14) calendar days. If the Administrator approves any Administrative Modification, the Administrative Modification by the Administrator shall be conclusively deemed binding on the Town. If the Administrator denies any proposed Administrative Modification, the Developer may process the proposed Administrative Amendment as a Planning Commission Modification or a Council Modification, as applicable.

Commented [PM43]: This is not legally possible. The Project Guidelines are all text amendments to our code.

7.8.2. Planning Commission Modifications. The Planning Commission may approve without approval by the Council any modifications of Design Guidelines. Applications for Planning Commission Modifications shall be filed with the Planning Commission. If the Planning Commission determines for any reason that it would be inappropriate for the Planning Commission to determine any proposed Planning Commission Modification, the Planning Commission may require the Planning Commission Modification to be processed as a Council Modification. The Planning Commission shall consider and decide upon the Planning Commission Modification within a reasonable time. If the Planning Commission approves any Planning Commission Modification, the Planning Commission Modification shall be conclusively deemed binding on the Town. If the Planning Commission denies any proposed Planning Commission Modification, Developer may process the proposed amendment as a Council Modification.

7.8.3. Council Modifications. The Council may approve any amendments, modifications, or supplements to this MDA and Design Guidelines that are not Administrative Modifications or Planning Commission Modifications. Applications for Council Modifications shall be filed with the Town staff.

The Council shall consider and decide upon the Council Modification within a reasonable time. If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Modification Application is not consistent with the intent of this MDA, the Zoning Map and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

Commented [PM44]: This seems to be limiting what a future council can do and I have questions about its legality. If it is a change to our code and the MDA, then it's a legislative decision the Council can deny it for whatever reason.

7.8.4. Resolution of Objections/Denial of Modification Applications. The Town shall reasonably cooperate in promptly and fairly processing any Modification Applications. The Council and Developer and/or Subdeveloper shall meet within ten (10) calendar days of any objection to resolve the issues presented by a Modification Application and any of the Council's objections. If the Council and Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Developer and Town shall equally share the fees of the chosen mediator. Within ten (10) days after the selection of the chosen mediator, the parties shall provide to the chosen mediator and the other party a position paper setting forth their position, along with any relevant fact and circumstances. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and schedule a mediation. The parties agree to act in good faith and participate in the mediation process in order to reach a resolution to the dispute.

8. **CC&Rs, Design Guidelines and Association Declarations**. The Towne expressly acknowledges and agrees that there shall be no obligation for any residential or commercial community within the Project to be govern by Association Declarations or be part of a homeowners' association, unless elected to do so by Developer, or consented to by Developer, in Developer's sole and absolute discretion. If Association Declarations are filed against any community within the Project, the association(s), if any, associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes

Commented [PM45]: Doesn't there have to be an HOA to pay for continuing maintenance, etc???

specified in the Association Declarations without any requirement of approval of such amendments by the Town.

9. **Public Infrastructure.**

9.1. **Construction by Developer**. Unless stated otherwise herein, Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Vested Laws, subject to the terms and conditions of this Section 9. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or their designee.

9.1.1. **Roads**. Developer and Town currently contemplate the Project containing various public roads and private roads, as further depicted on **Exhibit G**. All backbone infrastructure roads shall remain public and the Town will be responsible for their maintenance and clearance. Any private roads private roads as shown on **Exhibit G** will be maintained by Developer or an owner's association or condominium association, as determined by Developer in Developer's sole and absolute discretion. The Town and Developer acknowledge and agree that such backbone infrastructure roads may be installed and constructed all at the same time or in phases over time depending upon the elements of the backbone infrastructure roads that are necessary to support the development of the Project at the time.

Commented [PM46]: We would like developer or HOA to be responsible for maintenance and clearance.

9.1.2. **Developer Road Maintenance Contribution**. Developer herby agrees that prior to obtaining a building permit for any Unit, Developer shall deliver a contribution payment to the Town in the amount of $500.00 per Unit at the time Developer submits an application for a building permit (it being expressly agreed that such payment shall not be due at the recording of a Final Plat for a Subdivision). Notwithstanding the foregoing, Developer's agreement to provide the contribution payment pursuant to this Subsection is expressly contingent upon the Town crediting such payments (i) to road impact fees due and owing, and (ii) when the Town updates its existing impact fee facilities plan and impact fee schedule with respect to the Project. The Town acknowledges that Public Infrastructure, including roadways and their installation, maintenance, and repair costs shall be funded by the Public Improvement District. Accordingly, it is anticipated that such the Project's impact on the Town's roadways will have de minims impact on the

Town's existing roadway infrastructure. It is expressly agreed that to the extent the Development's impact on the existing roadway infrastructure is de minimis, Developer shall not be required to pay roadway impact fees to the Town. If collected from Developer then the Town agrees that road impact fees will be collected by the Town in the same manner as with other developments within the municipal boundaries.

9.1.3. **SR-248 Connection**. As contemplated in the Concept Plan Developer shall use commercially reasonable efforts to provide UDOT access agreements or permits showing the proposed ingress/egress connections from the Project to SR-248 locations are acceptable to Utah Department of Transportation ("**UDOT**").

9.1.4. **SR-248 Underpass Contribution.** The Town and Developer contemplate the future construction of a pedestrian underpass (the "**Pedestrian Underpass**") under and through a portion of State Highway SR-248. The exact location of this underpass will be determined by the Town Council. Subject to (i) the Town Council authorizing the Town to construct and operate the Pedestrian Underpass, (ii) the Town obtaining written approval and the necessary authorizations (i.e. permits, etc.) from UDOT to construct, install, and maintain the Pedestrian Underpass, and (ii) implementation of a public improvement district (the "**Public Improvement District**") for the Project (as set forth in Section 9.3 below), Town and Developer hereby agree that Developer shall allocate up to $2,500,000.00 for the initial construction of the Pedestrian Underpass ("**Contribution Payment**"); provided, however, Town acknowledges and agrees that the Contribution Payment shall be paid for and delivered by the Public Improvement District to the extent the Public Improvement District is able to allocate funds to the construction of the Pedestrian Underpass. At such time as the Public Improvement District is financially able to contribute the Contribution Payment, the Public Improvement District shall make annual contributions to the Town in the amount of $500,000.00 (collectively, $2,500,000.00) over a five-year period. Notwithstanding anything to the contrary herein, if the Town is unable to obtain approval from UDOT for the Pedestrian Underpass by the time Developer delivers the final payment for the Contribution Payment, the Town and Developer shall work together in a mutually cooperative manner to identify which public improvement project the Contribution Payment shall be allocated towards, in a manner consistent with the terms and conditions required by the Public Improvement District.

Commented [PM47]: There may be other roads that this impacts. I don't think we can agree to this.

Commented [PM48]: Seems that this will be needed to connect the project to the road? Isn't that needed before the first final plat?

Commented [PM49]: If paying with PID money has to be given to town when the money is acquired.

9.1.5. **Affordable Housing Plan**. Developer shall allocate up to 28 Residential Units towards affordable housing in a location determined by Developer in Developer's commercially reasonable discretion.

Commented [PM50]: What is timing of this? This will be 4.6% of the project. What AMI?

9.1.6. **Developer's Pond Obligations**. The Project contemplates the construction and operation of a pond as an amenity (the "**Pond**"). Developer shall have the obligation to construct and maintain the Pond in perpetuity, provided, that Developer shall have the right to require an owner's association or condominium association to maintain the Pond.

9.1.7. **Storm Water Retention; Drainage**. Developer hereby agrees that storm water retention for the Project will be met on-site or with recorded easements on adjoining parcels, as jointly determined by Developer and Town. Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands, and is responsible for receiving any Army Corp of Engineer permits required related to disturbance of streams and wetlands. Town acknowledges and agrees that Developer shall use commercially reasonable efforts to maintain the Project's natural drainage channels, and ensure the same preserved as part of the open space requirements; provided, however, the parties further acknowledge and agree that commercially reasonable modifications may be necessary for general health, safety, and welfare, as well as the overall design and scope of the Project. The Town acknowledges that the Project shall be developed by Developer such that all infrastructure, installation, maintenance, and repair costs shall be funded by the Public Improvement District or JSSD. Accordingly, it is expressly agreed that to the extent the Development's impact on the existing storm drainage infrastructure is de minimis, Developer shall not be required to pay storm drainage impact fees to the Town for public storm drainage. If collected from Developer then the Town agrees that storm drainage fees will be collected by the Town in the same manner as with other developments within the municipal boundaries.

9.1.8. **Jordanelle Special Service District**.

(i) During Site Plan Approval for a Subdivision, Developer (or Subdeveloper, as applicable) shall provide the Town a will-serve letter from the Jordanelle Special Service District ("JSSD") that the full volume of water required for the applicable

Subdivision is available and can be delivered to said Subdivision. Water rights must be secured in full prior to recordation of a Final Plat for each Subdivision.

(ii) A water distribution network will need to be approved by the Town Engineer, it is anticipated that looping with the Golden Eagle subdivision.

(iii) Developer shall provide a will-serve letter from JSSD that the sewage from the proposed development can be accepted in their existing collection main along SR-248. Sewer from this project cannot flow through the Town's sewer network due to capacity limitations.

(iv) Developer shall be responsible for compliance with all requirements and conditions of the JSSD prior to the issuance of any building permits for the Project.

[NTD: insert JSSD water attachment detailing water requirements]

9.2. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security permitted under this MDA, including warranty bonds, to the extent required by the Town's Vested Laws, unless otherwise provided by Utah Code§ 10-9a- 101, et seq., as amended. The Applicant shall provide such bonds or security in a form acceptable to the Town or as specified herein or in the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws.

9.3. **Public Infrastructure District**. The Town and Developer specifically agree and acknowledge that the Developer shall be entitled to create, and the Town shall cooperate in the creation of, (i) one or more Community Development Projects and/or Economic Development Projects under Title 17C of the Utah Code; (ii) one or more Local Districts or Basic Local Districts under Title 17B of the Utah Code; (iii) one or more Assessment Areas under Title 11, Chapter 42 of the Utah Code; (iv) one or more Special Service District under Title 17D of the Utah Code, as determined by Developer, in order to implement and facilitate the financing, construction and operation of Public Infrastructure for the Property. Subject to the governing portions of Utah Code, the Town and Developer agree to continuing cooperation

Commented [PM51]: What happens if you can only get limited water and not for the entire project? How will the hotel be prioritized?

Commented [PM52]: See separate document for PID updates from our counsel.

Commented [PM53]: This should be in conjunction with the Letter of Intent for the PID

in connection with the formation and operation of public infrastructure districts in order to accommodate development circumstances, to fund, construct and/or provide Public Infrastructure and services set forth in this MDA or otherwise required in connection with the development of the Project, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the Property. The Town and Developer agree to negotiate the terms of the Public Infrastructure district in good faith, provided that the creation of any public infrastructure district is contingent upon mutual agreement by the Town and the Developer of the terms relating thereto and approval by the Town Council. If applicable, Developer shall not be required to contribute or pay impact fees if the Public Improvement District funds the corresponding Public Infrastructure. The Town Council must approve any proposed public infrastructure district which shall be considered in relation to the best interests of the Town of Hideout. The Town agrees that any obligation set forth in this MDA for the financing and construction of Public Infrastructure which are required to serve the Property, which will be owned by the Town, a public infrastructure district or other limited purpose governmental entity may be undertaken, performed and completed by a public infrastructure district, subject to the requirements of the PID Act and the approval of the Town consistent therewith. Any public infrastructure district created for the Property, or any portion thereof, shall not create any financial liabilities for the Town.

10. **Water and Sewer.**

10.1. **Water and Sewer Impact Fees**. The Town acknowledges that the Project shall be developed by Developer such that all infrastructure, installation, maintenance, and repair costs shall be funded by the Public Improvement District or JSSD. Accordingly, it is anticipated that such the Project's impact on the Town's water and sewer system will have de minims impact on the Town's existing water and sewer infrastructure. It is expressly agreed that to the extent the Development's impact on the existing water and sewer infrastructure is de minimis, Developer shall not be required to pay water and sewer impact fees to the Town for public water and sewer. If collected from Developer then the Town agrees that water development fees (i.e. secondary, culinary, and sewer) will be collected by the Town in the same manner as with other developments within the municipal boundaries.

Commented [PM54]: We can't commit JSSD to anything. They are a different entity.

Commented [PM55]: I don't think we can agree to this. This is brand new as of 4/25/22

Commented [PM56]: JSSD will administer their own Impact fees.

10.2. **Water Rights; Water Shares**. Developer must provide proof of ownership of sufficient

water rights or water shares prior to approval of each Final Plat for each Subdivision. The Town shall have the right to withhold its approval of any Development Application, Preliminary Plat, or Site Plan Approval Developer has not satisfied the water requirements for the development of the applicable Subdivision.

10.3. **Sewer**. Developer must provide proof of being able to provide sewer facilities.

11. **Cable TV/Fiber Optic/Data/Communications Servic.** Developer and/or a Subdeveloper may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project and underneath any public streets at no expense to the Town. In such an event, the Town agrees not to charge Developer and/or Subdeveloper any tax, fees or costs associated with the installation of such conduits and cable, except reasonable fees associated with permits charged by the Town for all such installations. Additionally, in no event may the Town tax or assess a telecommunication tax or similar assessment against the Project. In all events, the Town shall have reasonable approval rights with respect to the exact location of the conduits and cable and the Developer and/or Subdeveloper and the Town shall work together cooperatively and in good faith to identify such location. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, and sanitary sewer, that are installed by the Town, which will be owned by the Town) shall remain the sole and exclusive property of Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines, conduits, connections and laterals are installed may be dedicated to the Town, and the Town shall provide to Developer and/or any Subdeveloper (as applicable) an easement on, through, over, across, and/or under (as applicable) such publicly dedicated right-of-way for such conduits and cables (in a form, and of a substance, reasonably acceptable to the Town and Developer and/or any Subdeveloper (as applicable)). In connection with the providing of private utilities to the Property, the Town hereby agrees to work cooperatively and in good faith with any and all private utility providers (including, without limitation, providers of cable, fiber optic, data, and other such utilities) to allow for the installation of same for the benefit and servicing of the Property.

12. **Upsizing/Reimbursements to Developer.**

12.1. **Upsizing.** The Town shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless

Commented [PM57]: We want assurance that you will have water for the commercial and the hotel.

Commented [PM58]: Should there be a sunset if water can't be obtained after a certain amount of time?

Commented [PM59]: Why are you limiting our right to excise the Telecommunications License Tax Act and Franchise?

Commented [PM60]: This needs to contemplate how the PID interacts. Developer doesn't get money that PID paid for – PID would get that money.

financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity to the Town, the Town shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for the upsizing of improvements means entering into Reimbursement Agreements, payback agreements, and impact fee credits and reimbursements.

12.2. **Limitations on Impact Fee Use**. If collected, the Town acknowledges and agrees that the Impact Fees generated from the Project are to be used first to fund any system improvements located or to be located on the Project. To the extent that, as reasonably determined by the Town and Developer, the Impact Fees collected or to be collected from the Project exceed the cost of the system improvements located or to be located on the Project, such excess Impact Fees may be used by the Town to fund off-Project costs to the extent permitted by applicable law.

13. **Construction Standards and Requirements.**

13.1. **Building Permits.** No buildings or other structures shall be constructed within the Project without Developer and/or a Subdeveloper first obtaining building permits; provided, however, the Town shall issue a grading permit to Developer or a Subdeveloper following (i) recording of this MDA, and (ii) Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the Town Engineer. Any grading performed by Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Developer or the Subdeveloper, meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of Developer or the Subdeveloper that created the discrepancy. Developer agrees that the following are required to be entered into and approved by the Town prior to the issuance of any building permits for a Subdivision: (a) a construction mitigation plan, (b) utility plans, (c) a storm water run-off and drainage plan, and (d) a water efficient landscape and irrigation plan showing storm water facilities and snow storage areas.

13.2. **Town and Other Governmental Agency Permits.** Before commencement of

Commented [PM61]: No – we don't want to tie our hands. We will use where we think the money is needed and is authorized.

Commented [PM62]: We need to have our engineers review this section. It is brand new as of 4/25/22 and I don't think we can issue a grading permit prior to know what the end result would look like.

construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with the Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

14. **Default**.

14.1. **Notice**. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

14.2. **Contents of the Notice of Default.** The Notice of Default shall:

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

14.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be inDefault; and

14.2.3. Optional Cure. If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

14.3. **Mediation.** Upon the issuance of a Notice of Default the parties shall engage in a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

14.4. **Remedies.** Upon the occurrence of any uncured Default, and after notice as required above,then the parties may have the following remedies.

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

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

14.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in thecase of a default by Developer until the Default has been cured.

14.4.4. Self-help. In the event of a default by the Town, to the extent possible, Developer and/or Subdeveloper shall perform the Town's obligations. In such an event, the Town shall reimburse the Developer and/or Subdeveloper for the costs incurred associated with the performance of the Town's obligations within ten (10) days after written demand. Notwithstanding the foregoing, if any amount owed by the Town to the Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA, at law or in equity against the Town.

Commented [PM63]: What type of default is contemplated here?

14.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

Commented [PM64]: The assignee would have to have agree to the terms of the MDA before we could agree to this.

14.6. **Limitation on Recovery for Default- No Damages against the Town.** Anythingin this MDA notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this MDA and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

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

To the Developer:

Skyhawk Development, LLC

11275 North Normandy Way

Highland, UT 84003

Attn: Todd Amberry

With a copy to (which shall not constitute notice):

Kirton McConkie

Attn: Eric B. Robinson and A. Chase Nielsen

50 E. South Temple

Salt Lake City, Utah 84111

To the Town:

The Town of Hideout

10860 N. Hideout Trail

Hideout, Utah 84036

Attn: Town Clerk

With a copy to (which shall not constitute notice):

Polly Samuels McLean

PEAK LAW, PLLC

395 Crestview Dr.

Park City, UT 84098

16. **Estoppel Certificate.** Upon ten (10) calendar days prior written request by Developer or a Subdeveloper, the Town will execute an estoppel certificate to any third party certifying that Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.

17. **Headings.** The captions used in this MDA are for convenience only and a not intendedto be substantive provisions or evidences of intent.

18. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third- party beneficiary rights.

19. **Assignability.** The rights and responsibilities of Developer under this MDA shall runwith the land and be binding on Developer and Developer's successors in interest (except for purchasers of completed Residential Units). However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of the Town as provided herein. Unless provided otherwise herein, said assignments shall be subject to review by the Town, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The Town shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner (which conditions or denial shall not be unreasonably withheld, conditioned or delayed). If the Town determines that the assignee does not have sufficient ability to assume and carry out the provisions, terms, and conditions of this Agreement,

a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations under this Agreement.

19.1. **Sale of Lots.** Developer's selling or conveying lots to residential or commercial purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Developer and approved by the Town.

19.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or 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 by the Developer. Developer shall give the Town notice of any event specified in this subsection within ten (10) days after the event has occurred. Such notice shall include providing the Town with all necessary contact information for the newly responsible party

19.3. **Notice.** Developer 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.

19.4. **Partial Assignment.** If any proposed assignment is for less than all of Developer'srights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

19.5. **Time for Objection**. Unless the Town objects in writing within fifteen (15) business days of Notice, the Town shall be deemed to have approved of and consented to the assignment.

19.6. **Assignees and Successors in Interest Bound by MDA.** Developer's successors-in-interest as holders of title to the Property (except purchasers of completed Residential Units) and assignees shall be bound by the terms of this MDA.

19.7. **Release of Developer**. Developer represents and the Town acknowledges that as of the recording of this MDA the Developer may sell portions of the Project and may not develop portions of the

Project itself. In the event Developer sells or conveys any portion of the Project, such sale shall be deemed a partial assignment and Section 19.4 and this Section 19.7 shall apply, and Developer shall be fully and completely released from any obligations whatsoever related to the portion of the Project sold, and the Town shall look solely to the Subdeveloper for performance hereunder relating to the Parties of the Project sold.

20. **Binding Effect.** If Developer sells or conveys a Parcel of land to a Subdeveloper or related party, the Parcel so sold and conveyed shall bear the same rights, privileges, and configurations applicable to such Parcel and be subject to the same limitations and rights of the Town when owned by Developer, and as set forth in this MDA without any required approval, review, or consent by the Town except as otherwise provided herein.

21. **No Waiver.** 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 somefuture date any such right or any other right it may have.

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

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligationunder this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, 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 Partyobligated 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.

24. **Time is of the Essence.** Time is of the essence to this MDA and every right orresponsibility shall be performed within the times specified.

25. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the Town and Developer each shall designate and appoint a representative

to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be the Town Administrator. The initial representative for Developer shall be McKay Christensen. 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 MDA and the development of the Project.

26. **Annual Review**. The Town Council shall review the progress contemplated by this Agreement at least annually to determine if the Town and Developer has complied with the terms of this Agreement. If the Town Council determines, on the basis of substantial evidence, that either the Town or Developer has failed to comply with any of the terms of this Agreement, the Town Council may take necessary corrective action, including, but not limited to, those actions provided by Section 37 herein. The Town Council's failure to conduct an annual review, as provided by this Section, shall not constitute, or be asserted as, a default of this Agreement

27. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police power by the Town in enacting land use ordinances or other ordinances and regulations, provided that in no case shall the future exercise of the Town in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by this Agreement. Developer understands that they are required to comply with future changes, amendments, or revisions to Town ordinances and regulations that do not change the allowed uses or densities for the Project Area, or materially alter Developer's rights and obligation, as identified by this Agreement.

28. **State and Federal Law - Invalidity**. Both the Town and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the Town and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the Town's approval of the Project Plan is determined to be invalid by a court of competent jurisdiction this Agreement shall also be null and void.

29. **Applicable Law.** This MDA 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.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

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

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

33. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project, be binding upon each party's successors and assigns, and shall run with the land.

34. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. _____adopted by the Town on _____,2022.

35. **Effectiveness of MDA.** This MDA shall not take effect until each of the following conditions has been complied with:

35.1. The Town Council has approved this MDA and any conditions attached to said approval have been met;

35.2. The Mayor has executed this MDA on behalf of the Town, and Developer has executed this Agreement; and

35.3. Developer, or its affiliates, has acquired fee simple title to the Property.

36. **List of Exhibits**.

Exhibit A – Legal Description of the Property

Exhibit B – Concept Plan approved by the Planning Commission on February 17, 2022

Exhibit B-1 – Depiction of Condotel Parcel

Exhibit C – Zoning Map

Exhibit C-1 Land Use Table

Exhibit C-2 – Rezone Ordinance

Exhibit D – Undisturbed Areas to be Protected (Native Vegetation Preservation)

Exhibit E – Project Guidelines

Exhibit E-1 – Right of Way Cross Sections

Exhibit F – Form Reimbursement Agreement

Exhibit G – Projected Public and Private Roadways

Exhibit H –Amenities and Phasing Plan

Exhibit I – Projected Trail Plan

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2022.

TOWN OF HIDEOUT

By: _____
Philip Rubin, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

_____
Polly McLean, Town Attorney

DEVELOPER:

Skyhawk, LLC
a Utah limited liability company

By:_____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF WASATCH)

On this ____ day of _____, 2022, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is a member/manager of Skyhawk, LLC, a Utah limited liability company.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE BOULDERS DEVELOPMENT

Parcels 00-0020-8181, 00-0020-8182, 00-0020-8184, and 00-0020-8185.

(A legal description of the property shall be provided and included here)

EXHIBIT B

COPY OF THE CONCEPT PLAN

(Approved by the Planning Commission on February 17, 2022)

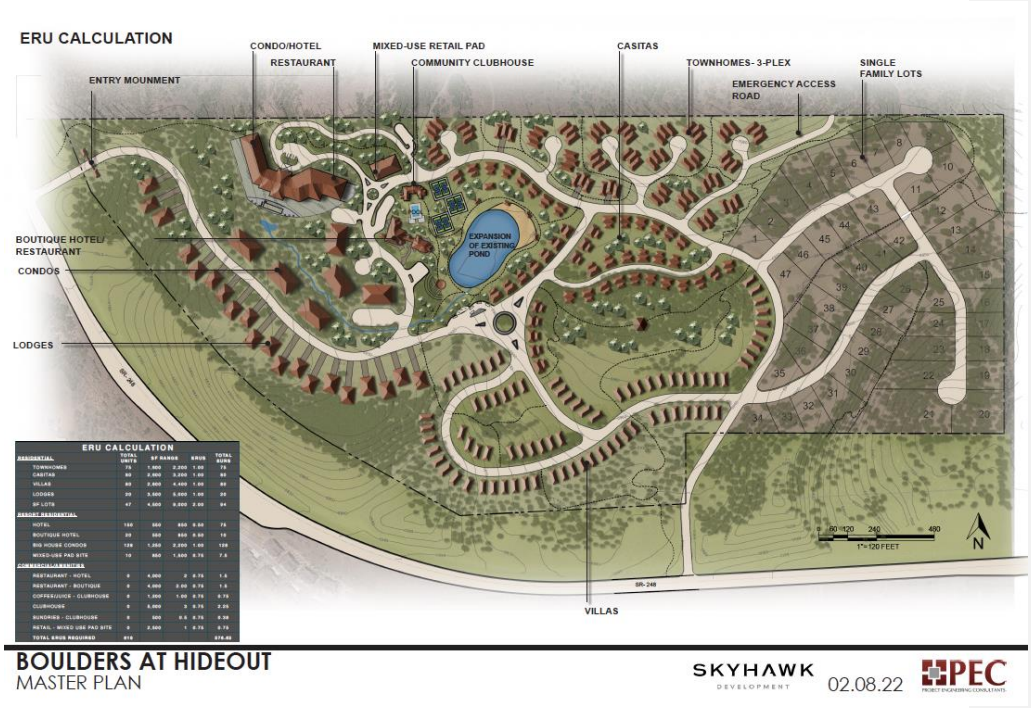
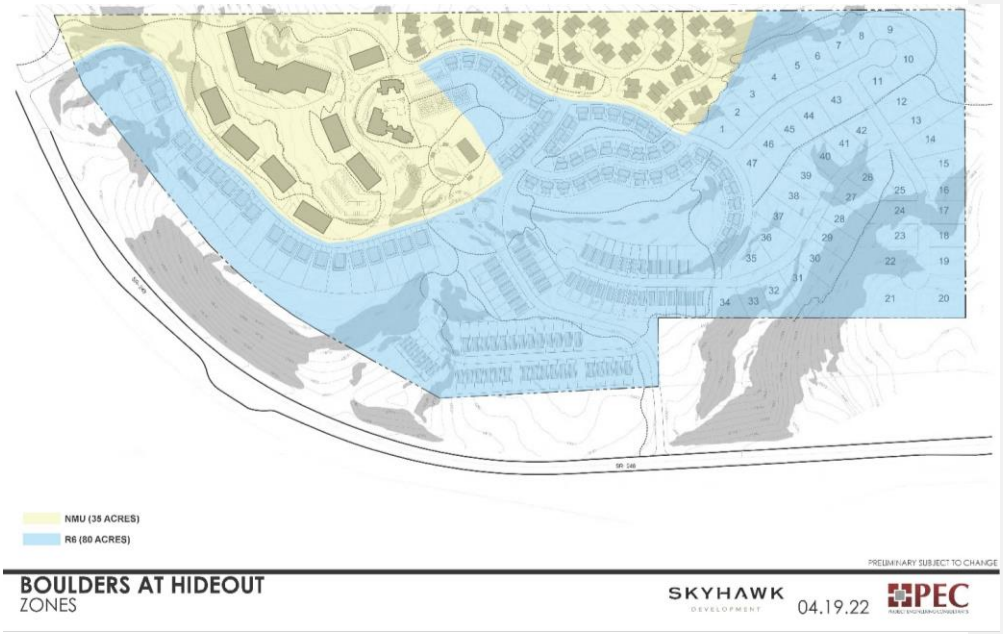


EXHIBIT B-1

DEPICTION OF CONDOTEL PARCEL

EXHIBIT C

ZONING MAP



4861-7329-3593.v6

EXHIBIT C-1

LAND USE TABLE

The Boulders PPD Land Uses

LAND USES (12.16.04)

1. The Boulders PPD Land Uses T~~t~~able shown below lists where the use type is permitted (P), allowed through the provision of a Conditional Use permit (C). If not indicated with either a (P) or (C), the land use is prohibited.
2. All Infrastructure Uses outside of right-of-way utilities, including but not limited to Communication Towers, ~~Water Storage,~~ Electric Transmission Lines, and Gas Pipelines; shall require a Conditional Use permit. Water Storage tanks and/or wells as may be required for development of the Boulders are permitted.

Land Uses Table	
Residential	
Accessory Structure	P
Affordable Housing Development	P
Cluster Development	P
Condominiums (Condo)	P
Condominium Hotel (Condotel)	P
Multiple Family Unit	P
Short-Term Rental (< 30 days)	P
Single Family Attached (Townhome)	P
Single Family Detached	P
Timeshare (Shared Ownership Facility)	P
Community	

Commented [PM65]: This is taken from the NMU zone but its unclear if these changes would apply to the R6 zone as well. This is not related to the PPD overlay zone.

Commented [PM66]: See above

Commented [PM67]: This table does not show redlines from the NMU zone uses. Doesn't reflect what used to be prohibited or conditional Please see https://hideout.municipalcodeonline.com/book?type=ordinances#name=12.16_NEIGHBORHOOD_MIXED_USE_(NMU)_ZONE to see what the zone allows.

Amphitheatre	P
Church or Worship Center	C
Community Center	P
Private Residence Clubs	P
Public Building	C
Public Services Facility	C
Water Tanks and or Wells	P
School	C
Lagoon/Ponding Basin	P
Swimming Pool / Bath House / Jacuzzi	P
Pickleball Courts/Outdoor Recreational Facilities	P
Commercial	
Big Box Retail	C
Convenience Store (no drive-through support)	P
Day Care Centers	P
Equestrian Facilities	C
Fitness / Wellness Center	P
Gasoline, Retail	C
Golf Course and Related Services	P
Grocery	P
Health Care Facility	P

Hotel	P
Kiosks and Street Vendors	P
Maintenance Facility	P
Meeting Facilities	P
Office	P
Personal Services	P
Recreational Facilities	P
Restaurant (with Drive through or drive-up support)	P
Restaurant	P
Retail	P
Service Station	C
Storage Facility	P
Theater	C

Total Project Density & Open Space	
Maximum Project Unit Density (ERU)	600 UNITS / 559 ERUS
Minimum Project Open Space	30%

Commented [PM68]: Which zone is this for? This is for the entire project.

Commented [PM69]: In table below, looks like you are proposing 45%?

Unless otherwise specified, all Primary Building and Accessory Structures within the Boulders PPD and NMU Zones are subject to the dimensional standards set forth in the following tables.

Commented [PM70]: No longer proposing PPD. Table below is based on the NMU zone.

CONDOTEL - DIMENSIONAL STANDARDS (12.16.06)

Commented [PM71]: Below refers to condos too??

Commented [PM72]: Frontage/Lot size doesn't reflect redlines to the NMU code. And is missing requirement for frontage.

Frontage / Lot Size	
Minimum Lot Size	1 acre
Minimum Lot Width	100’
Minimum Lot Depth	75’
Maximum Lot Coverage (percentage)	90%
Setbacks	
Minimum Offset Between Buildings	50’
Minimum Front Setback from right of way (Condotel & Condo)	2~~10~~'
Minimum Setback from Highway 248	50'
Minimum Rear Setback (Condotel & Condo)	10'
Minimum Side Setback (Condotel & Condo)	10’'
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height (Commercial)	45'
Maximum Building Height (Condotel)	90'
Maximum Building Height (Mixed Use)	54'
Maximum Building Height (Condo)	48’
Maximum Units per Building (Condotel)	220
Maximum Units per Building (Condo)	60
Driveway / Garage	
Minimum Parking Commercial (per 1000 sq. ft)	2

Commented [PM73]: Is this table only for condotel or is it also for condos?

Commented [PM74]: Doesn’t reflect redline from how it is typically measured. Also, doesn’t show redlines from NMU zone.

Commented [PM75]: This is new.

Commented [PM76]: Not redlined.

Minimum Parking Per Unit (Condotel & Condo)	1.25
Minimum Driveway Length	n/a
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete
Minimum Parking Stall Dimensions (parking structure)	18’ x 8’
Minimum Parking Stall Dimensions (surface parking)	18’ x 9’
Minimum Drive Aisle Width (surface & structured parking)	22’

COMMERCIAL, MIXED USE, CONDO DIMENSIONAL STANDARDS

Commented [PM77]: Above refers to condos

Frontage / Lot Size	
Minimum Lot Size	.20 acres
Minimum Lot Width	60’
Minimum Lot Depth	60’
Maximum Lot Coverage (percentage)	100%
Setbacks	
Minimum Offset Between Buildings	50’
Minimum Front Setback from right of way	2~~10~~'
Minimum Setback from Highway 248	50'

Minimum Rear Setback	10'
Minimum Side Setback	10''
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height (Commercial)	45'
Maximum Building Height (Mixed Use)	54'
Maximum Building Height (Condo)	48’
Maximum Units per Building (Condotel)	220
Maximum Units per Building (Condo)	60
Driveway / Garage	
Minimum Parking Commercial (per 1000 sq. ft)	2
Minimum Parking Per Unit (Condotel & Condo)	1.25
Minimum Driveway Length	n/a
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete
Minimum Parking Stall Dimensions (parking structure)	18’ x 8’
Minimum Parking Stall Dimensions (surface parking)	18’ x 9’

Minimum Drive Aisle Width (surface & structured parking)	22’

TOWNHOME DIMESIONAL STANDARDS

Frontage / Lot Size	
Minimum Lot Size	.10 acre
Minimum Lot Width	30’
Minimum Lot Depth	45’
Maximum Lot Coverage (percentage)	80%
Setbacks	
Minimum Front Setback from right of way	2’
Minimum Offset Between Buildings	15’
Minimum Rear Setback	10’
Minimum Side Setback	5’
Minimum Offsets	5’
Building (height measured from top of foundation)	
Maximum Building Height	48’
Maximum Units per Building	3
Driveway / Garage	
Minimum Parking Per Unit (Townhome)	2
Minimum Driveway Length	2’
Minimum Driveway Width	20'
Maximum Driveway Width	26'

Shared Driveway Allowed	Yes
Conjoined Driveways Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete

THE VILLAS & CASITAS DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	4,000 sf
Minimum Lot Width	45’
Maximum Lot Coverage	85%
Building Setbacks	
Minimum Front Setback from right of way	2'
Minimum Setback from Highway	50’
Minimum Rear Setback	12’
Minimum Side Setback (for single-family units)	6’
Minimum Offsets	15° 5' ?
Building	
Maximum Building Height	35'
Maximum Units per Building	1
Driveway / Garage	
Minimum Garage Parking	2
Minimum Driveway Length	2~~10~~'

Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Yes
Conjoined Driveway Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2~~4~~
Permitted Driveway Materials	Concrete & Asphalt

THE LODGES DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	4,000 sf
Minimum Lot Width	55’
Maximum Lot Coverage (percentage)	75%
Building Setbacks	
Minimum Front Setback from right of way	2'
Minimum Setback from Highway	50’
Minimum Rear Setback	12’
Minimum Side Setback	6’
Minimum Offsets	15° or 5'
Building	
Maximum Building Height	35'
Maximum Units per Building	1
Driveway / Garage	

Minimum Garage Parking	2
Minimum Driveway Length	2'
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	No
Conjoined Driveway Allowed (with adjacent property)	Yes
Maximum Driveways (per Frontage)	2
Permitted Driveway Materials	Concrete & Asphalt

THE ESTATES DIMENSIONAL STARNDARDS

Frontage / Lot Size	
Minimum Lot Size	.33 Acre
Minimum Lot Width	75’
Minimum Lot Depth	80’
Maximum Lot Coverage (in sq. ft.)	8,712
Setbacks	
Minimum Front Setback from right of way	5'
Minimum Setback from Highway	50’
Minimum Rear Setback	20'
Minimum Side Setback	20'
Minimum Offsets (relative to roadway or neighboring Bldgs.)	15° or 5'
Building	

Maximum Building Height	35'
Maximum Units per Building	1
Driveway / Garage	
Minimum Garage Parking	2
Minimum Driveway Length	25'
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Conditionally
Conjoined Driveway Allowed (with adjacent property)	No
Maximum Driveways (per Frontage)	1
Permitted Driveway Materials	Concrete & Asphalt

EXHIBIT C-2

COPY OF RESOLUTION

EXHIBIT D

COPY OF THE UNDISTURBED AREAS TO BE PROTECTED

(NATIVE VEGETATION PRESERVATION)

Commented [PM78]: Unclear how you are referring to "undisturbed" We believe it means untouched. Is that correct that 45% will be untouched?

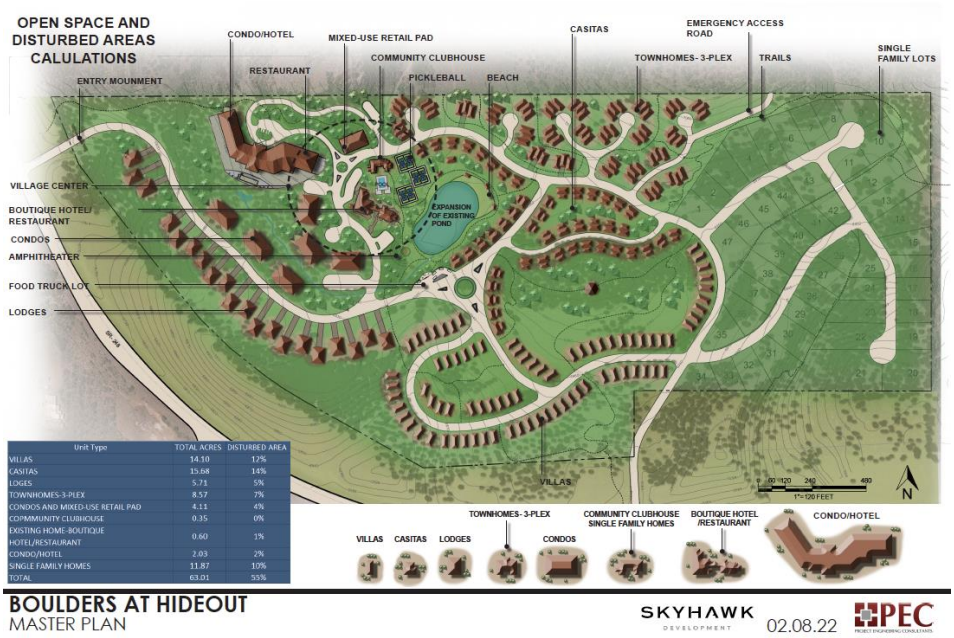


EXHIBIT E

PROJECT GUIDELINES

The following Project Guidelines amend certain statutes and regulations within the HMC. To the extent these Project Guidelines modify, amend, or differ from what is required under the HMC, these Project Guidelines shall govern and control.

10.08.18 RETAINING WALLS

1. No retaining wall shall be greater than six feet (20~~6~~'-0") tall and no more than two retaining walls may be terraced. If two (2) retaining walls are terraced, the lower ~~each~~ wall shall have a maximum height of twenty~~five~~ feet (~~5~~20'-0"), the upper wall shall have a maximum height of ten feet (10'-0"), ~~-~~and a minimum of five feet (5'-0") horizontal distance between each wall, with such intervening space being planted with native vegetation (or other materials as approved by the Town Planner). ~~A third terraced wall is not permitted on the same parcel and shall not be located closer than 25' to any other wall (or set of two terraced walls) , measured horizontally on a topographic survey (plan view).~~

10.08.28 SENSITIVE LANDS Developments shall minimize impacts to Sensitive Lands. Subdivisions and any development shall be designed to preserve existing waterways (lakes, rivers, streams, and ephemeral streams) and other Sensitive Lands.

1. Slope Protection Regulations shall apply to all slopes in excess of ten (30~~10~~) percent.
    1. No building shall be built on ~~development shall be allowed on~~ slopes in excess of thirty (30) percent, lands subject to landslides, regular flooding, soils deemed unsuitable for development, and other high-hazard geological areas. We can disturb no more than 30% of the 30%
    2. Any proposed grading and filling on slopes in excess of ten (30~~10~~) percent shall be subject to review by the Town Engineer to ensure geotechnical safety. Cut and fill slopes shall be limited to a 2~~3~~ to 1 slope or less. All graded slopes shall be recontoured and revegetated to the natural, varied contour of the surrounding terrain.
    3. Roads that cross slopes of thirty (30) percent or greater shall not be allowed, except that a ~~short~~ run of not more than 500~~one~~ hundred (5~~1~~00) feet across slopes greater than thirty (30) percent may be allowed by the Town Council if demonstrated by a licensed civil engineer ~~upon a favorable recommendation of the Town Engineer~~ that such roads will not have significant adverse environmental or safety impacts.
    4. Where roads are proposed to cross slopes greater than ten (3~~1~~0) percent, the following standards shall apply:
        1. Such roads must be built with minimum environmental damage and within established public safety parameters;
        2. Roads shall, ~~unless approved by the Town Engineer,~~ follow contour lines, preserve the natural character of the land, and be screened with trees or vegetation; and
        3. Only essential cutting and filling will be allowed and retaining walls must be employed where necessary to help provide planting areas conducive to revegetation. Revegetation plans will be required for all areas disturbed by road construction.
    5. Use of retaining walls may be necessary to reduce the steepness of man-made slopes and provide planting pockets conducive for revegetation. The use, design, and construction of all retaining walls shall be subject to the Town Code ~~the approval of the Town Engineer and Town Planner~~ and based upon assessment of safety considerations including but not

Commented [PM79]: These "Project Guidelines" are amending the Town's Design Standards. They appear to be accurately redlined for what is existing. Note-- many of the changes to numbers aren't reflected in the spelled out word – i.e. still says six feet but they are proposing twenty feet.

Commented [PM80]: Does this mean there can be other development that isn't a building?

limited to the geotechnical qualities of the local soils, proximity to nearby structures, etc. See Section 10.08.18 for regulations pertaining to retaining walls.

6. Slopes exposed in new developments shall be landscaped or revegetated using natural vegetation materials and that is compatible with the surrounding terrain. Where possible, soil from any disturbed portion of a steep slope shall be preserved and utilized in revegetation. Fill soil must be of a quality to support native plant growth.
7. To determine the most appropriate location for development on slopes in excess of ten (3~~1~~0) percent, the Town shall require the Applicant to conduct an environmental analysis considering the location of natural drainage channels, erosion potential, vegetation protection, access, and similar site design criteria. Based upon the analysis, the Town may suggest ~~require~~ any one or a combination of the following measures:
    1. Clustering of development
    2. ~~Dispersal of development~~
    3. Transfer of development density to non-sensitive or less sensitive portions of the site.

2. For Town of Hideout requirements for ridgeline/viewshed regulations, refer to the latest version of Wasatch County Code Section 16.27.22 Wetlands, Stream Corridors, River Corridors, and Drainages.
    1. No development or use shall be permitted that will disturb, remove, fill, drain, dredge, clear, destroy, or alter any area, including vegetation, within stream or river corridors, wetlands, or their respective setbacks unless the proposed development:
        1. Is required to provide protection against Property loss and/or damage;
        2. Will improve the quality of the wetlands, stream or river corridors, and enhance the ecosystem by improving water quality, wildlife habitat, or biodiversity;
        3. Will not increase the base flood elevation on the parcel; and
        4. Will not pollute or interfere with the natural changes of the river, stream, or other tributary, including erosion and sedimentation during construction.
    2. A wetland and stream corridor delineation shall be performed by a qualified professional that has demonstrated experience necessary to conduct site analysis using federally approved methods for wetland delineation and ordinary highwater mark identification. The qualified professional shall be approved by the Town Engineer.
    3. Setbacks from wetlands shall extend a minimum of one hundred (100) feet outward from the delineated wetland edge. Setbacks from stream or river corridors shall extend a minimum of two hundred (200) feet outward from the ordinary highwater mark. Setbacks from irrigation ditches shall extend a minimum of fifty (50) feet from the ordinary highwater mark.
    4. All projects adjacent to wetlands and stream corridors shall provide appropriate temporary and permanent runoff control and best management practices to minimize sediment and other contaminants to the maximum extent feasible. These control systems and best management practices must be approved by the Town Engineer.
    5. If development in a setback area causes any disturbance within the setback area, the Applicant shall undertake restoration and mitigation measures within the current planting season such as regarding and revegetation to restore any damaged or lost natural resource. If such disturbance isn't visible within the current season, remediation will still be required within the planting season where such disturbance is discovered.
    6. All wetland and stream restoration and mitigation must be reviewed by a qualified professional and approved by the appropriate State and Federal agencies with jurisdiction. All habitat restoration work shall be performed under the direct supervision of a qualified professional.
3. Wildlife Habitat and Fisheries

1. Reasonable steps shall be taken to minimize impacts to wildlife or fishery habitats, including winter range, migration corridors, bordering areas, and fisheries, which may require the clustering of development in the least-sensitive portions of the development site.
2. Development layout shall preserve critical wildlife habitat areas or floodplain corridors along streams supporting fisheries.
3. Fencing should be limited or designed to accommodate wildlife crossings in critical wildlife habitat areas, wildlife corridors, and stream corridors.
4. Drainages, with a tributary area greater than 100 acres, regardless of federal status shall be protected from development with minimum setbacks of two hundred (200) feet and shall be preserved throughout development.

4. A 5% Sensitive Lands Impact Bond shall be collected by the Town for any work conducted in a sensitive lands area. The Town Engineer shall review the proposed activity and confirm the estimate proposed by the Applicant for such work.

Commented [MC81]: NEED INFORMATION ON THIS? ABOVE THE TYPICAL BOND? LENDER MAY NOT APPROVE

10.08.30 STEEP SLOPE / SIGNIFICANT GRADE CHANGE CRITERIA FOR SUBDIVISION

To address community health and safety concerns, the provisions of this section apply to steep slopes and areas with significant grade change, as defined below.

For the purpose of measuring slope, the measurement shall include a minimum horizontal distance of twenty-five (25') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest slope within any proposed subdivision lot, building envelope, and/or any access driveways.

1. **Steep Slope and/or Significant Grade Change Defined.**
    1. **Steep Slope:** means any land that contains a slope of more than thirty percent (30%) or which, after development, will result in a lot that having a slope of thirty percent (30%) or greater.
    2. ~~**Significant Grade Change:** means any proposed subdivision that results in a significant change of grade – existing grade to proposed grade – that is greater than five feet (5' 0") and encompasses more than 10% of the total subdivision area.~~
2. **Criteria for Steep Slope and/or Significant Grade Change Subdivision Review and Approval.**
    1. Subdivisions with steep slopes or with significant grade changes shall be subject to the following criteria:
        1. **LOCATION OF DEVELOPMENT.** Development shall be located and designed to reduce visual and environmental impacts of any structures that will be located on steep slopes or areas with significant grade change. Specifically, the location and massing of structures shall be designed to: reduce the amount of exposed foundation wall on the downslope side, mitigate shadow coverage on adjacent structures at lower elevations, and ensure slope stability via the use of native vegetation in areas where retaining walls are not required or allowed, etc.
        2. **VISUAL ANALYSIS.** The Applicant must provide the Planning Commission with a visual analysis of the lot built out to Zoning Standards (height and setbacks) from nearby vantage points including: internal project vantage point (the center point of the proposed subdivision), a vantage point from the edge of the Jordanelle Lake (identified as the point on the edge of the lake measured by a straight line from the closest point of the proposed subdivision to the lake), a vantage point from Route 40 across the lake (measured at a 90 degree angle from the development to a corresponding point along Route 40), and any vantage points from Town-owned lands located within 300' of the boundary of the proposed

subdivision) and requested by the Planning Commission. The visual analysis will be used to for the following purposes:

- To determine potential impacts of the proposed access, and building mass and design; and
- To identify the need for screening, slope stabilization, erosion mitigation, vegetation protection, and other subdivision design considerations.

3. **ACCESS.** Access points and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale and need for retaining walls.
4. **TERRACING.** The proposed subdivision may include terraced retaining structures only if necessary to regain natural grade. Retaining walls are subject to the requirements of Section 10.08.18.
5. **BUILDING LOCATION.** Buildings, access, and infrastructure must be located to minimize cut and fill that would alter the natural topography of the subdivision or site. The subdivision, proposed lots and building envelope must relate to adjacent properties to maximize opportunities for open areas and preservation of natural vegetation, to minimize driveway and parking areas, and to provide variation of the front yard.
6. **BUILDING FORM AND SCALE.** ~~The Planning Commission may lower the otherwise applicable building height by up to ten (10) feet on any lots located on steep slopes or areas with significant grade changes~~. Low profile buildings that orient with existing contours are strongly encouraged.
7. **SETBACKS.** ~~The Planning Commission may require an increase of up to ten (10) feet, in one or more setbacks on any lots located on steep slopes or areas with significant grade changes within a proposed subdivision to minimize the creation of a "wall effect" along any proposed street front and/or the rear lot line~~. The setback variation will be a function of the site constraints, proposed scale of the building envelopes as modelled for build out and relation to proposed setbacks on adjacent lots.
8. **REDUCED DEVELOPMENT MASSING.** The maximum volume of any structure is a function of the lot size, building height, setbacks, and provisions set forth in the Town Code. ~~The Planning Commission may require an decrease of up to twenty five (25) percent of a lot's building envelope (and height), on any lots located on steep slopes or areas with significant grade changes within a proposed subdivision to minimize the impact of these structures on adjacent neighbors~~.
9. **ENVIRONMENTAL PROTECTION.** Higher densities result in increased storm water runoff that may negatively impact the Jordanelle Lake. ~~Steep slopes increase runoff velocity and will necessitate a decrease in density to allow for improved storm water retention within the proposed subdivision. In areas with steep slopes or significant grade changes, the planning commission may require an additional five percent (5%) of open space beyond what is otherwise required in the applicable zone~~.

10.08.16 SIDEWALKS, CURBS, PLANTER STRIPS, AND GUTTERS

1. Curbs~~,~~ and gutters or drainage swale as shown in the approved road cross section for the Boulders PPD shall be required on both sides of all new roads to be dedicated to the public.
2. Sidewalks, paved trails and planter strips may be required by the Planning Commission or Town Council as shown in the approved road cross section and trails plan of the Boulevard PPD; to be dedicated to the public.

Commented [PM82]: this is out of numerical order

Commented [PM83]: ?? NO PPD zone – does this apply to the NMU zone as well?

Commented [PM84]: ?? what is this?

3. Sidewalks, curbs, planter strips and gutters ~~may be~~are not required by the Planning Commission and Town Council on existing roads bordering the new Subdivision lots.
4. Sidewalks mays~~hall~~ be included within the dedicated non-pavement Right-of-Way of all roads unless an alternate location has been specifically approved by the Planning Commission.
5. Sidewalks shall be a minimum of sixty (~~60~~48) inches wide and Americans with Disabilities Act (ADA) compliant for safe and easy passage for pedestrians.
6. Concrete curbs are not required where sidewalks are required.

10.08.14.1 ROAD GRADE AND MINIMUM WIDTH

1. The minimum allowed grade for all roadways is one-half percent (0.5%).
2. The maximum allowed grade for all local roadways is 10% (and 8% for all collectors). Council may allow local roadway slopes of up to 12% for lengths not exceeding 500 feet. For roadways greater than 10%, the applicant shall demonstrate a technical infeasibility to construct the roadway at or below 10% standard or if applicant can demonstrate it reduces the disturbed area of the project.
3. Unless otherwise specifically provided for in this Code, the minimum width for all new roadways within the Town is 26 feet of pavement (exclusive of curb and gutter). Exclusions include alleys and drive aisles into or within parking lots and parking structures as shown in the Mixed-Use Dimensional Standards.
~~3.~~4. Approved Cross Sections: ~~(SEE APPROVED ROAD CROSS SECTIONS AS MODIFIED BELOW)~~See Exhibit E-1, attached hereto.

10.08.20 DRAINAGE AND STORM WATER FACILITIES

1. Open Channels: Wherever possible open channels shall be preserved for all major drainages shown on the Final Drainage Control Plan. No building shall be located within 25~~0~~ feet of either side of the centerline of a natural drainage. Culverting of these channels is not permitted except for driveway, trail and road crossings. ~~.~~

Commented [PM85]: Is this being changed from 50 to 25?

10.08.32 PUBLIC TRAILS REQUIREMENTS

1. Public Trails shall be required within each development (within either Open Space or Public Space).
2. Where trails have been previously constructed or identified or approved, Subdivision plans for adjacent properties with the trail locations shown on the proposed Subdivision plan shall provide for the logical connection to the existing trail.
3. Trails should be located and constructed in such a manner as to minimize maintenance and maximize access. Alignment should utilize the natural topography of the land and should follow natural contours where possible, and preserve and promote natural elements, including geologic, scenic, wildlife and historic.
4. The trail grade shall not exceed half the grade of the hillside the trail is traversing to limit erosion. For example, if a trail crosses a hillside with a side slope of twenty percent (20%), the trail grade should not exceed ten percent (10%).
5. Trail proposals through Sensitive Lands will be considered on a case by case basis during the application process.
6. The subdivision plat shall show the width of trails, surface material proposed, where located, type of trail, and Open Space.

1. Trails connecting a proposed subdivision to the Town's rights-of-way, or adjacent paved multi-use trails, shall match construction materials and paving typology; a minimum of 8~~10~~'-0" in width and asphalt paving (with a 6" base).
2. Trails connecting to or proposed for hiking or single-track mountain biking may be constructed with an armored (as needed) soft surface and no less than 4'-0" in width.

7. Subdivision developments shall meet minimum Open Space requirements of the zone classification in which the subdivision is located as set forth in Title 12.
    1. Except as otherwise allowed in the Town Code, areas which have been designated as a Sensitive Lands shall remain as Open Space and~~but~~ may be counted toward ~~up to 33% of~~ the Open Space requirement for the development. If any development has a larger amount of Sensitive Lands than is required to meet the Open Space requirement for such development, density allowances for the extra land required to be left in Open Space may be transferred to other areas if requested and if such transfer will not result in an over-crowding of the area to which it is being transferred.
    2. Open Space shall be designed to be as contiguous as possible.
    3. Wherever possible lands designated as Open Space should be usable for hiking and biking trails and small parks.
8. Provisions must be made for regular maintenance of all Open Spaces. In the case of Open Space that is left in its native conditions a management plan may be required.
9. The Town Parks Open Space & Trails (POST) Committee shall be responsible for review of all subdivision submittals and shall provide detailed recommendations to the Planning Commission.

10.08.34 PUBLIC SPACE REQUIREMENTS

~~1. In each Subdivision, land shall be reserved, and improvements installed for Public Space. Public Space may include parks and playgrounds or other recreation purposes. Such areas shall be shown and marked on the plat as "Reserved for Public Space". Installation of recreational areas shall be constructed at the expense of the Applicant and built to Town Standards.~~

~~2. Public Space will be required in each subdivision based on the following formula which has been prepared: providing three (3) acres of Public Space per one hundred (100) residential lots or units; and two (2) acres per one hundred (100) commercial lots. Subdivisions with less than one hundred (100) residential or commercial units (or more) shall provide dedicated public space on a pro rata basis.~~

~~3. When the percentages from the above formula would create less than two (2) acres, the Planning Commission may require that the Public Space be located at a suitable place on the edge of the Subdivision so that additional land may be added at such time as the adjacent land is subdivided.~~

~~4. The Planning Commission may refer such proposed reservations to the Town Engineer or Town Planner for recommendation.~~

~~5. Land reserved for recreation purposes shall be of a character and location suitable for use as a playground, play field, or for other recreation purposes, and shall be relatively level and dry. Unless the Town Council approves a variation to the following standards, on a showing of good cause, subdivisions will include the following Public Space amenities (or equivalent):~~
    ~~1. Subdivision between two (2) to twenty (20) lots shall include amenities such as a small park with community garden or a plaza with a covered seating area.~~
    ~~2. Subdivisions between twenty-one (21) lots and fifty (50) lots shall provide amenities such as a park with play equipment or a dog walking park or a large community garden space with designated plots for residents.~~
    ~~3. Subdivisions between fifty-one (51) lots and seventy-five (75) lots shall provide amenities such as a park with the equivalent of two (2) tennis courts and a gathering area.~~
    ~~4. Subdivisions with greater than seventy-six (76) lots shall provide amenities such as a park area with seating, a ball field (soccer, base/softball, football or similar), and parking spaces.~~

Commented [PM86]: With 600 Units, would have required 18 acres of Public Space.

5. For subdivisions with less than twenty (20) lots or proposed in areas with steep slopes where construction of Public Spaces would be environmentally damaging, the applicant may request a payment in lieu of the on site construction of Public Space amenities as required in this section. The fee shall be set at 105% of the costs estimated for the required amenities. The applicant shall provide a detailed construction cost analysis that shall be reviewed by the Town Planner and Town Engineer.
6. All land to be reserved for dedication to the Town for park purposes shall have prior approval of the Town Council and shall be shown marked on the plat "Reserved for Public Park."
7. The provisions of this section are minimum standards. None of the paragraphs above shall be construed as prohibiting a Developer from reserving other land for recreation purposes in addition to the requirements of this section.

10.06.04 OPEN SPACE AND PUBLIC SPACE GENERAL REQUIREMENTS

Open Space and Public Space requirements within each zone shall adhere to the following requirements:

1. Unless approved by the Town Council, the following shall not count toward Open Space Requirement calculations:
   1. Detention/retention basins and other storm water infrastructure.
   2.1. Lots and Lot setbacks.
   3.2. Roads and sidewalks.
   4.3. Parking and drive aisles.
2. Public Space may be counted towards the Open Space Requirement calculation.
3. Open Space shall follow criteria established in Section 10.08.32 in this Title.
4. Land shall be reserved, and improvements installed for Public Space following the criteria established in Section 10.08.34 in this Title.
5. Any public trails and Public Spaces shall be either be dedicated to the Town of Hideout or a Public Access Easement dedicated to the Town. Once the improvements associated with Public Trails or Public Spaces are complete according to Town Standards and the Town of Hideout accepts the dedication, the Town of Hideout shall thereafter assume the responsibility of maintaining such public trails or Public Spaces.

10.08.14.3 GENERAL ROAD DESIGN STANDARDS

Roads shall be designed at a minimum in accordance with AASHTO design criteria and per street cross sections shown in Section 10.08.14.5 of this Title. The roadway design standards shall be the same for publicly owned and all privately owned roadways. The standards shall be applicable to new developments in The Town of Hideout.

1. **Major Collector (75 Foot ROW)**
   To be used where the potential of traffic at build out is greater than 8000 AADT requiring two 12' travel lanes, and 5' asphalt shoulders for bike/emergency lanes. Drainage is to be controlled with a drainage swale or curb and gutter. In areas where the profile grade is steeper than 5% the drainage swale must be lined with an approved fabric or rip rap. There will be no private residential access allowed except for very specific exceptions for existing buildable lots bordering a 75' town right of way in circumstances where the applicant has proven safety concerns can be adequately mitigated. These exceptions can only be approved by the Mayor and Town Engineer. There will be no on street parking. A right of way of 18' is established behind the back of the curb. This allows for the potential of two meandering five foot (5') walkways on each side of the road. The Town

~~Council may approve a deviation from the standard section for this type of roadway for specific alignments.~~

~~2. **Minor Collector (66 Foot ROW)**~~
~~To be used where the potential of traffic at build out is between 2000 and 8000 AADT. Roadway to have two 11' driving lanes with 5' asphalt shoulders for bike/emergency lanes. Drainage to be controlled with a drainage swale or curb and gutter. In areas where the profile grade is steeper than 5% the drainage swale must be lined with an approved fabric or rip rap. There will be no private resident access allowed except for very specific exceptions for existing properties bordering a 61' town right-of-way. A right-of-way of 18' is established behind the back of the curb. Right-of-way allows for two five-foot (5') walkways on each side of the road. Exceptions to be approved by the Mayor or Town Engineer. There will be no on-street parking.~~

1. **Neighborhood Road (51-Foot ROW)**
~~This is the minimum allowed~~ Neighborhood Road right-of-way and road standard designed for all non-collecting neighborhood roads throughout the Town of Hideout without specific Town Council exception. Potential traffic is less than 1000 AADT. Drainage to be controlled by either a drainage swale or curb and gutter. There are to be 10' travel lanes and 3' asphalt shoulders for bike/emergency lanes. A 10' right-of-way shall be dedicated behind the back of the curb and gutter or drainage swale. Exceptions to be approved by the Mayor or Town Engineer. There will be no on-street parking except where asphalt exceeds 32'. (see cross section below)

~~3.~~2. **Neighborhood Mountain Road (41 - Foot ROW)**
This is the minimum allowed Road right-of-way and road standard designed for all non-collecting neighborhood roads throughout the Town of Hideout without specific Town Council exception. Potential traffic is less than 1000 AADT. Drainage to be controlled by either a drainage swale or curb and gutter. There are to be 10' travel lanes and 3' asphalt shoulders for bike/emergency lanes. A 10' right-of-way shall be dedicated behind the back of one side of the curb and gutter or drainage swale. Exceptions to be approved by the Mayor or Town Engineer. There will be no on-street parking except where asphalt exceeds 32. **(see cross section)**

~~4. **Arterial Roadways (106 Foot ROW)**~~
~~One Hundred and Six Foot (106') width Roads shall be designed at a minimum in accordance with AASHTO design criteria and per street cross section between the property line and the drainage swale.: To be used where the potential of traffic at build out is greater than 8000 ADT requiring a minimum of 3 driving lanes (including the turn lane) and 5' asphalt shoulders for bike/emergency lane. Drainage to be controlled with a drainage swale, no curb and gutter. In areas where the profile grade is steeper than 5% the drainage swale must be lined with an approved fabric or rip rap. There will be no private resident access allowed. There will be no on street parking allowed. Larger rights-of-way allow for two meandering ten-foot (10') asphalt paths on each side of the road. 1. The town council may approve an alternate section for construction depending on location and site specific needs.~~

~~5.~~3. **Mountain Road**
This road standard is designed for connective road traffic through mountainous terrain. It is not to allow frontage for any residential use. Potential traffic is less than 1000 AADT. Drainage to be controlled with a drainage swale, no curb and gutter. In areas where the profile grade is steeper than 5% the drainage swale must be lined with an approved fabric or rip rap. No driveway access is allowed. The Town may not plow an unpaved mountain road may not be plowed in the winter. Emergency services may not be available in areas accessed on Mountain Roads when there is snow on the road.

~~6.~~4. **Emergency access / fire road**
Only to be used in legally non-conforming subdivisions or lots of record and must be expressly approved by the Town Engineer and the town council on a case by case basis where the applicant has proven and the Town Council finds health, safety, and welfare of the road and the public will

not be negatively impacted. The Fire/ Emergency Road may not be used as a secondary access. A fire/emergency road must have controlled access on each end point to prevent ordinary daily traffic.

~~7.~~5. **Alley Way**

In some circumstances, alleys can be used to enhance the pedestrian experience by removing driveways, garage openings, loading docks, garbage containers, utility services and other drive activities from the front of buildings. Alleys shall be used on a limited basis and will be private with public access and public utility easements. By utilizing alleys, some utilities, loading docks, dumpsters and other service needs are kept to the back of the buildings and away from the pedestrian amenities. Alleys are not intended as a tool to avoid having a public street or private pedestrian plaza that meets the standards of a public street at the front of the buildings. The use of alleys must be approved by the Town of Hideout Council, the Town Engineer, and also the Wasatch County Fire District.

1. **Definition:** "Alley" means a public access privately maintained within a block primarily intended for service and access to abutting property by vehicles and not designed for general travel and only allowed when units have frontage on a road or pedestrian plaza built to the applicable Town standard.
2. **General Conditions:** Alley or access may be permitted under the following conditions. If all conditions are not met, then the use of alleys is prohibited.
    1. Building access must be available from a public street or private street/plaza built to the public standard as well as the alley.
    2. Alleys or Lanes are built to specific standards.
3. **Water and Sewer:** Water and sewer utilities shall be in the street unless approved by the Town Engineer. If underground wet utilities, sanitary sewer, waterlines, storm drains, etc. are installed in alleys, they shall be constructed prior to the surfacing of the alley and per Town of Hideout Standards.

    If utilities are constructed within the alley then connections for all underground utilities and sanitary sewers shall be laid prior to the asphalt or concrete to avert the necessity for disturbing the alley improvements, when service connections thereto are made.
4. **Alleys:** Alleys constructed of concrete will be 20' wide with an inverted crown and a centerline drainage collection system. Alleys constructed of concrete shall have a minimum pavement section of 8 inches of PCC over 6 inches of base rock, placed over geotextile fabric, or approved per geotechnical recommendations and approved by the Mayor or the Town Engineer for H^2O loading. Asphalt construction may only be used with a concrete water way for drainage at the center of the alley. A minimum of 3" of asphalt over 9" of road base will be required. In conditions where asphalt construction is used, concrete ribbon curbing will be required outside the 20' width of the asphalt section to protect the edge of the asphalt. Said curbing shall be 2' wide for a total drivable surface of 24'. If the natural soils have a CBR under 20, then a thicker section will be required as determined by the developer's geotechnical engineer, with approval of the Town Engineer. The applicant must show all private improvements and how they will impact the alley, including garages or other structures, stairs, vaults, fences, walls, driveways, parking lots, walkways, or other improvements. The applicant must indicate existing drainage patterns and show private drainage inlets, outlets, and pipes beyond the alley right-of-way that will be impacted by the alley construction.
    1. **Joint Pattern:** The PCC pavement shall be placed full width in one pour, with no longitudinal joints. The alley design shall include a transverse joint pattern, shown on the plans, so that the joints are spaced to create panel lengths that are 0.75 to 1.25 times the alley width. The joint pattern will be coordinated to intersect with utility features such as poles, manholes, and catch basins.

2. **Alley Approaches:** The alley approaches shall be constructed as commercial driveways in all respects, except that the structural section will be increased to 10 inches, or shall match the alley pavement structure for which it provides access, or as approved per geotechnical recommendations by the Mayor or the Town Engineer for H-2O loading, whichever is greater. Alley approaches with a standard curb return shall not be used without approval of the Town Engineer.

5. **Alley Length:** Alleys shall be continuous from street to street wherever possible. If an alley is not through and longer than 150 feet, then a turnaround must be provided to accommodate a fire truck, or such additional standards as may be required by the fire code.
6. **Alley Parking:** No person shall park a vehicle within an "alley" except during the necessary and expeditious loading and unloading of merchandise. No parking signs are required at 100-foot intervals. The alley must remain open at all times.
7. **Alley Setbacks:** Alley garage setbacks in residential uses shall be 20 feet or greater as measured from the edge of the alley paving. Alley's leading to parking structures or to commercial/hospitality uses such as hotels or retail shall have a minimum setback of 4 feet as measured from the edge of the alley paving. The four-foot setback shall remain open and unobstructed. If an alley exceeds 150 feet and is adjacent to buildings exceeding 30 feet, then the alley must have 26 feet of hard surface for fire truck downriggers. Parking garage structures shall have a side yard setback of no less than 15 ft.
8. **Alley Snow Storage:** An additional area of 15% of the alley paved area must be set aside for snow storage. A snow storage plan exhibit must be submitted as part of the alley plan to show that the required amount of snow storage has been provided.

Permanent Erosion Control Mat Specifications:

Thickness	0.4 inches
Ground Cover Factor	74 percent
Tensile Strength	170 X 125 pound/foot
Tensile Elongation	50 percent maximum
Ultraviolet Stabilization 1,000 hrs	80 percent

~~The Town Council may adopt Town construction standards and specifications for roadways and cross sections.~~ Where the provisions of this section impose different restrictions than those required in the Town construction standards and specifications, the provisions of the Town construction standards and specifications shall prevail.

1. **Roads.** Planned roads within a development shall always be kept open to the public, unless special approval is granted by the Town Council to allow a gated community.
2. **Cul-De-Sacs.** A publicly dedicated Cul-de-sac shall have a right-of way width of at least sixty (60) feet; shall have a length of not in excess of eight hundred (800) feet; shall be terminated by a right-of-way turnaround of not less than ninety-six (96) feet in diameter; and shall be identified as such

by appropriate signage within twenty (20) feet of the entrance thereof, measured from the frontage road Property line.

3. **Easements.** Public Utility Easements of not less than ten (10) feet on rear lot lines, side lines, and front lines (except where modified in the above road cross section) will be required to serve utility companies for poles, wire, conduits, storm or sanitary sewers, gas and water mains, and other public utilities. Easements of greater width may be required along Property lines where necessary for surface overflow or for the extension of sewer mains or similar utilities.
4. **Intersections.** Roads shall intersect each other as near as possible at right angles. Minor roads shall approach the arterial or collector roads at an angle of not less than eighty degrees for a distance of at least one hundred feet. Offsets across roads in road alignment between ten (10) feet and one hundred fifty (150) feet shall be prohibited.
5. **Curbs.** Curbs at all intersections shall be rounded with curves having a minimum radius of twenty-five (25) feet. Property lines at road intersections shall be rounded with a curve where necessary.
6. **Street Names.** New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All road designations shall be approved by the Planning Commission and Wasatch County Information Systems Department. Street names shall be signed and said signing shall be discernable from the road.
7. **Dedications.** All roads shall be dedicated for public use. Private roads shall be permitted only as recommended by the Planning Commission and approved by the Town Council.
8. **Bridges and Culverts.** All bridges and culverts shall be constructed to support HS-20 / HL-93 loading requirements in accordance with DOT and ASHTO standards.
9. **Relation to Adjoining Road System.** The arrangement of roads in new Subdivisions shall make provision for the continuation of the existing roads in adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width). Where the Planning Commission determines that it is necessary for the orderly development of the community and health and safety concerns to provide for road access to adjoining Property in order to provide an orderly development of a road system, proposed roads shall be extended by dedication to the boundary of such adjoining property.
10. **Cuts in Pavement.** No cuts shall be made in road pavement for at least five years after hard surfacing without approval by the Mayor with the advice of the Town Engineer, except in cases when public safety is at risk.

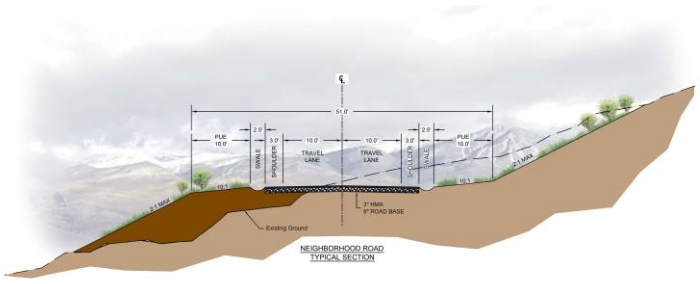
EXHIBIT E-1

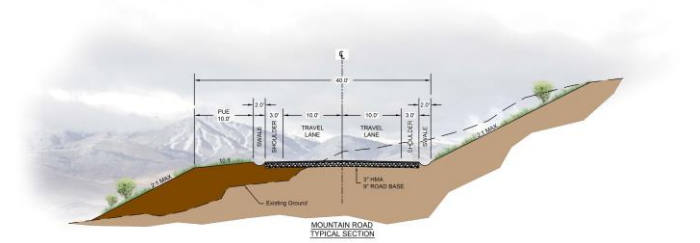
APPROVED ROAD CROSS SECTIONS

10.08.14.5 STANDARD CROSS SECTIONS

Commented [PM87]: Is there only one kind of road in Boulders? Code has numerous variations based on width and type of road. Which one is this based on and what is being changed?

1. All disturbed surfaces shall be covered with 6 inches of topsoil and seeded.
2. Lane striping as per cross section including the required bike lane painting.
3. Shoulder will be constructed with compacted road base.
4. The subtle meandering shared use path will have 3 inches of asphalt over 9 inches of road base. Road will have a minimum of four inches (4") of asphalt.
5. Permanent erosion control mat* or minimum 6" thick rip rap required in drainage swale for road slopes greater than 5%. Permanent mats shall have ground cover of 74% or greater and a ultraviolet stabilization of 1,000 hours.





BOULDERS AT HIDEOUT
TYPICAL SECTIONS

SKYHAWK DEVELOPMENT 03.28.22 PEC PROJECT ENGINEERING CONSULTANTS

4861-7329-3593.v6

EXHIBIT F

FORM REIMBURSEMENT AGREEMENT

Commented [PM88]: This can only be used for any upsizing related to non-PID funded work. Developer can't be reimbursed for work paid for by PID.

Reimbursement Agreement

This Reimbursement Agreement ("**Agreement**") is made this __ day of _____, 20__, by and between TOWN OF HIDEOUT, a Utah municipality ("**Town**"), and _____, a _____ ("**Developer**") (collectively, the "**Parties**").

RECITALS:

A. Developer developed a subdivision known as _____ that is located at approximately _____.

B. As part of such development, Developer installed or caused to be installed approximately _____ ("_____ Improvements").

C. Developer has dedicated or intends to dedicate the _____ Improvements and appurtenant real property ("Real Property") to the Town as provided herein (the _____ Improvements is collectively referred to as "Improvements.") .

D. The locations of Improvements are illustrated on exhibit "A."

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

1. **Real Property**. The Developer hereby represents and warrants to the Town that it is the owner of the Real Property upon which the Improvements are located, and unless already conveyed to the Town, the Developer agrees to grant an easement and/or fee title, as the case may be, free and clear of all liens and encumbrances to the Town.

2. **Improvements**. The Developer hereby represents and warrants to the Town that it is the owner of the Improvements and that upon completion, the Developer shall convey the Improvements to the Town by executing and delivering to the Town a bills of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances. Other than the warranty contained in Section 4 below, Developer does not make any other representations or warranties to the Town.

3. **Condition of Improvements**. Developer has caused the installation and construction of the Improvements (the "**Work**") to be completed at Developer's sole cost and expense by qualified licensed contractors. Prior to Town's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the Town that all labor, materials, equipment, rental, and other costs incurred in performing the Work have been paid in full and that the Town will receive the Improvements free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

4. **Reimbursement**.

(a) The Improvements are system improvements as that term is defined by the Town and Utah Code Ann. § 11-36a-101, et seq. and are subject to reimbursement. Subject to the limitations described below, the Town shall reimburse Developer for the Improvements in an amount not to exceed $_____. Payment of such amounts shall be subject to and made as follows:

(b) Improvements. As full and complete reimbursement for the _____ Improvements, the Town will pay to the Developer one hundred percent (100%) of the _____ impact fees generated and collected from within the area identified in exhibit "C." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the Town of such amounts. After such amounts have been substantiated, all amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees or substantiation, whichever is later, were received by the Town.

5. **Offset Rights**. Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the Town may set off against any payments otherwise due and owing to Developer under Section 4 of this Agreement any amount the Town may have expended to complete the Improvements. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of Town's remedies.

6. **Impact Fees**. Town and Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by the Town meet all requirements of law including but not limited to Utah Code Ann §11-36a-101 *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the Town and not refunded to the payor, such impact fees will be used to reimburse Developer.

7. **Miscellaneous Provisions**.

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

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

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

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

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

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

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

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign its rights, or delegate its duties, hereunder without Town's prior written consent.

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

(signatures to follow)

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

TOWN OF HIDEOUT

By_____
_____, Mayor
Dated: _____

ATTEST:

_____
_____, Town Recorder

DEVELOPER

_____

By _____
Its: _____
Dated: _____

4861-7329-3593.v6

STATE OF UTAH)
)ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as the _____ of _____.

_____
Notary Public
Residing at: _____

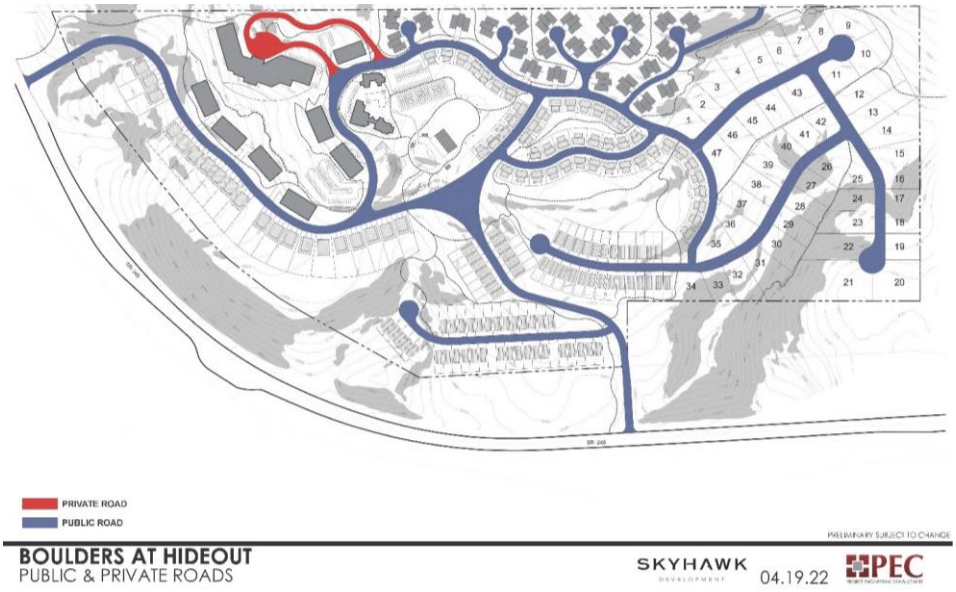
STATE OF UTAH)
)ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as the _____ of _____.

_____
Notary Public
Residing at: _____

EXHIBIT G

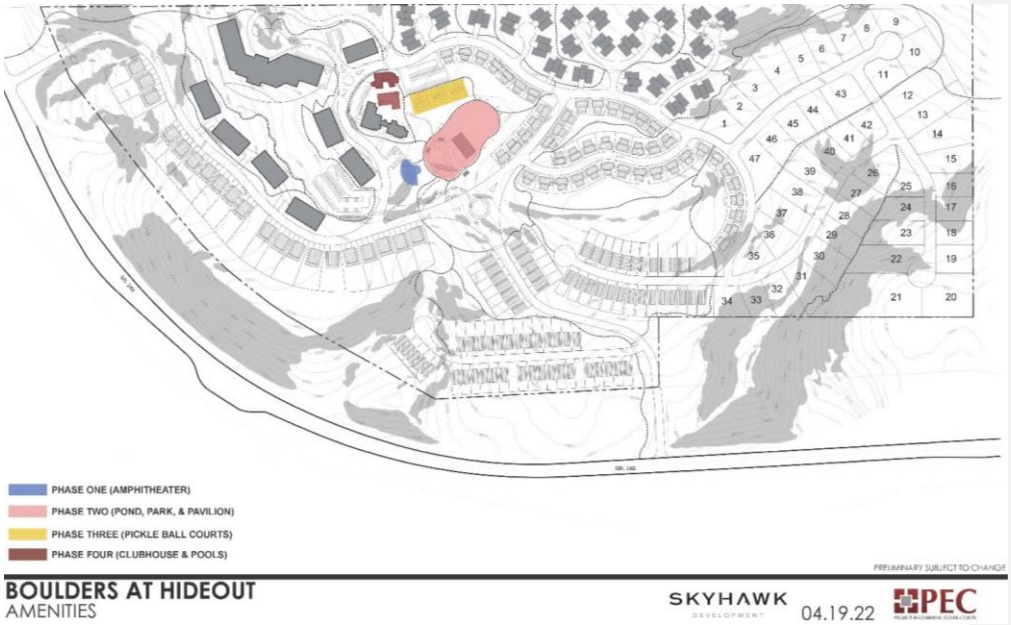
PROJECTED PUBLIC AND PRIVATE ROADWAYS



4861-7329-3593.v6

EXHIBIT H

PROJECTED PUBLIC AMENITIES AND PHASING PLAN



Phase 1: The overall Project having received certificates of occupancy for at least 200 hundred Units

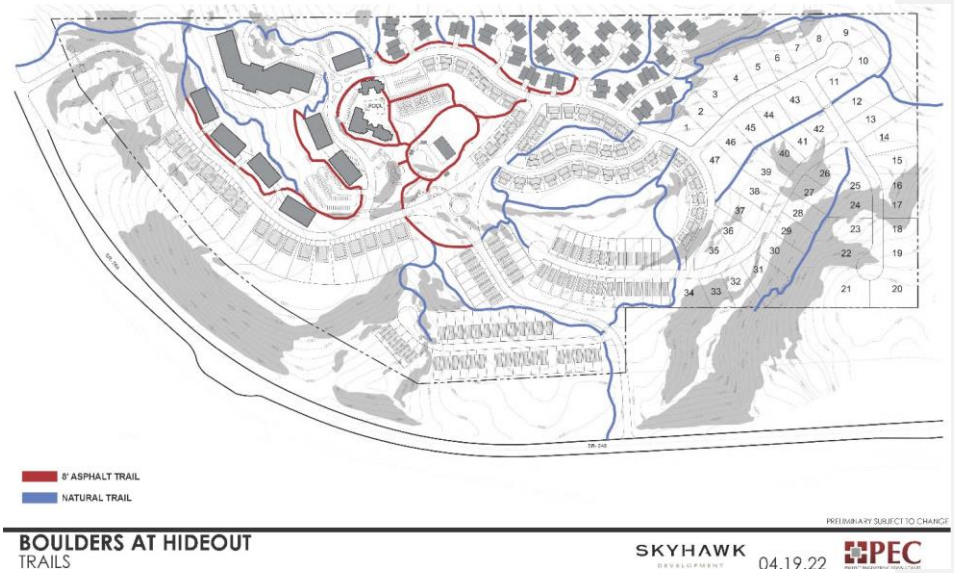
Phase 2: The overall Project having received certificates of occupancy for at least 300 hundred Units

Phase 3: The overall Project having received certificates of occupancy for at least 400 hundred Units

Phase 4: The overall Project having received certificates of occupancy for at least 500 hundred Units

EXHIBIT I

PROJECTED PUBLIC TRAILS



4861-7329-3593.v6