



HIDEOUT, UTAH SPECIAL MEETING / PUBLIC HEARING

March 03, 2022

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Special Meeting and Public Hearing electronically for the purposes and at the times as described below on Thursday, March 3, 2022.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's February 8, 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/>

Regular Meeting 6:00 PM

I. Call to Order

- [1.](#) No Anchor Site Determination Letter

II. Roll Call

III. Public Hearing Items

1. Summary of site visit to the Boulders at Hideout project held on February 21, 2022
- [2.](#) Discussion and review of an Ordinance amending the official Town of 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), R20 (Residential 20), R6 (Residential 6), and R3 (Residential 3)
- [3.](#) Discussion of a Master Development Agreement (MDA) regarding the Boulders at Hideout Development

IV. Agenda Items

- [1.](#) Discussion and authorization for the Mayor to enter into a contract for an economic study regarding water, sewer, storm drain, transportation, trails and community development fees with Zion's Bank in an amount not to exceed \$30,000
- [2.](#) Discussion and possible approval of an Agreement with GCD and JSSD regarding impact fees due to JSSD

V. Meeting Adjournment

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

HIDEOUT TOWN COUNCIL

10860 N. Hideout Trail

Hideout, UT 84036

Phone: 435-659-4739

03/02/2022



February 8, 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 35.76% of those tested since February 2, 2022. The seven-day average number of positive cases has been, on average, 2172.7 per day since February 7, 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>

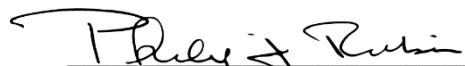
To join by telephone dial: US: +1 408-638-0986

Meeting ID: 4356594739

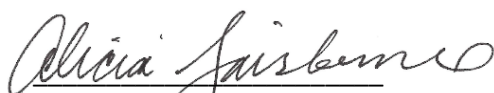
Additionally, comments may be emailed to hideoututah@hideoututah.gov. Emailed comments received prior to the scheduled meeting will be considered by Council and entered into public record.

This determination will expire in 30 days on March 10, 2022.

BY:


Phil Rubin, Mayor

ATTEST:


Alicia Fairbourne, Town Clerk





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

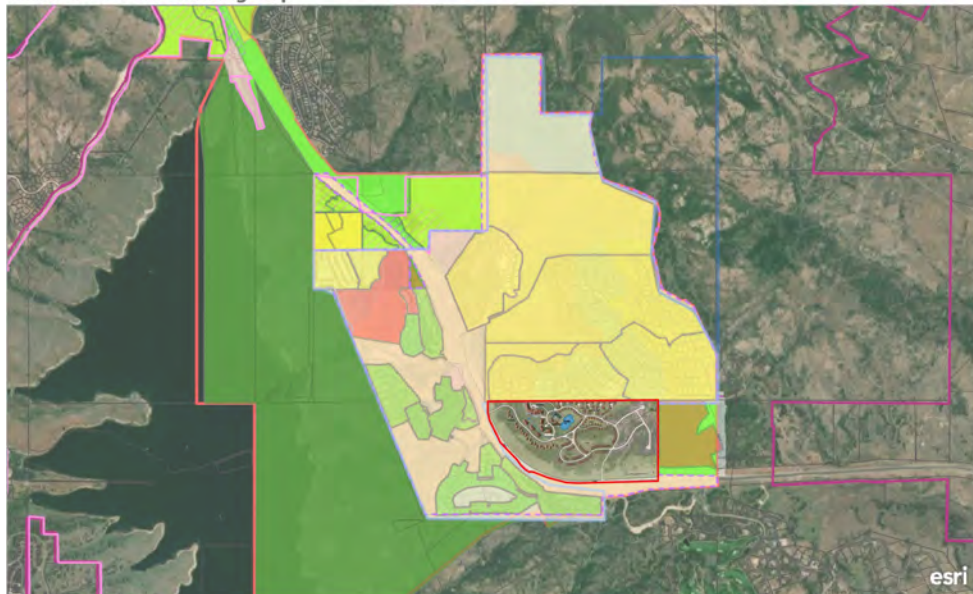
Re: The Boulders Development Agreement Review and Rezoning Request

Date: March 2, 2022 (including excerpted narrative from the January/February Planning Commission Staff Reports)

*Submittals: Concept Plan Application and Master Plan (9 December 2021)
Concept Plan dated 26 January 2022
Open Space, Storm Water, Snow Storage Plans (8 February 2022)
Rezone Application and Plan Set (dated 8 February 2022)*

Site Location (proposed site in red outline)

Town of Hideout Planning Map



Planning map for the Town Of Hideout

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Utah AGRC



Site Characteristics

Total Acres of Site: 112 Acres

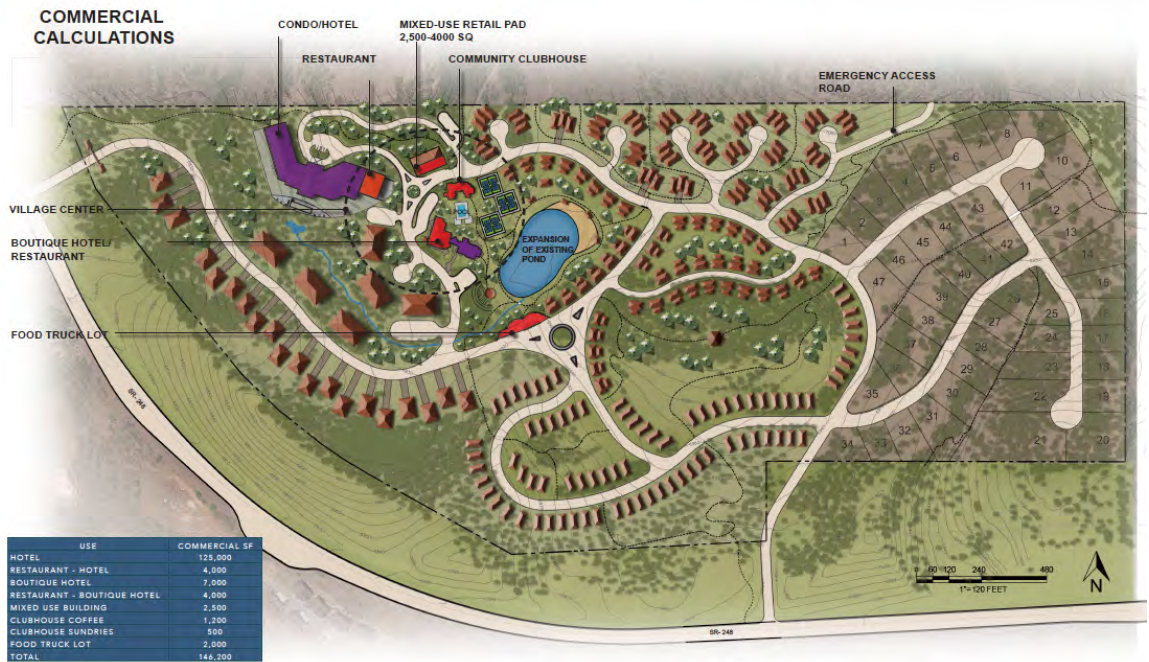
Current Zoning: Mountain (M)

Allowed Density: One (1) unit per acre or approximately 85 units after road infrastructure is built.

Concept Density: +/-610 Units (or 577 ERUs)
5.35 units per acre

General Uses: The developers are proposing a development concept that includes a variety of residential building typologies, a bed-and-breakfast, a small retail pad, and a hotel.

Concept Plan (dated 8 February 2022)



BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK DEVELOPMENT 02.08.22 **PEC** REAL ESTATE CONSULTANTS



Planning Issues & Concerns for Discussion – Carried Over from the Planning Commission Meetings

Density: A 500%+ increase beyond existing allowances requires a thorough discussion of the ‘gives and gets’ associated with a conceptual up-zoning of such scale.

- This proposed Concept Plan will create +/-610 units (or 577 ERUs) which equates to 5.35 units/acre.
 - Of these units 150 will be in the hotel and 20 will be in the B&B leaving approximately 400 units of residential to be dispersed throughout the site.
- By way of comparison, the density of recent subdivision approvals:
 - Deer Springs: 97 acres, 248 Units (2.57 units/acre)
 - Lakeview: 22.4 acres, 69 units (3.08 units/acre)

Planning Commission input:

- At the Planning Commission meetings, the Commissioners expressed concerns about the density. They recommended density reductions that would result in a calculation of residential units per acre approximately equivalent to the Deer Springs or Lakeview developments noted above.
- The developers indicated they could not do the project at those numbers and still make a fair profit.
- Subsequent discussion focused on residential density and the minimal amount of commercial square feet proposed for The Boulders development. The project proposes the following commercial development:
 - Hotel restaurant: 4,000 SF
 - B&B restaurant: 4,000 SF
 - Coffee shop (in clubhouse): 1,500 SF
 - Sundries (in clubhouse): 500 SF
- The Commissioners put forth the need for additional ‘Town Center type’ commercial development (citing the 2019 General Plan for the Town where the number one desire by residents was a ‘Town Center’ so that commercial amenities would be easily available for all residents within the Town’s boundaries).



- There was discussion relative to the fact this is the last large parcel where the Town can plan for and accommodate commercial development.
- The Planning Commissioners discussed opportunities to integrate additional commercial square feet into the project area. The Commissioners considered a couple of options:
 - Incorporate +/-10,000 – 15,000 square feet of commercial space into the proposed ‘big house condos’ (the multi-unit structures proposed on the Concept Plan south of the proposed hotel and along the spine road).
 - Work with the developer to reserve a few acres near the hotel for future commercial development opportunities and partner with the Town to market this for future specialty or destination commercial (restaurants, bars, sports and recreation, entertainment, exercise, etc.) recognizing the land would likely have to practically be given away or leased to attract some desired end commercial users.
 - The Applicants conveyed the challenges associated with attracting specialty or destination commercial development to this area given the lack of rooftops to support it. After further discussion, the Applicants indicated a small amount of space reserved on the first floor of one or more of the ‘big house condos’ was preferable to a land dedication.



Proposed Commercial Development and Square Feet

INDOOR AMENITIES	
RESTAURANT - HOTEL	4,000
SPA - HOTEL	2,500
RESTAURANT - BOUTIQUE HOTEL	4,000
CLUBHOUSE	
AEROBICS ROOM	2,000
FITNESS ROOM	2,000
COFFEE SHOP	1,500
SUNDRIES	500
OUTDOOR AMENITIES	
LAGOON & BEACH	NA
PICKLE BALL COURTS	NA
POOL & JACUZZI	NA
AMPHITHEATER	NA
FOOD TRUCK LOT	NA
TRAILS SYSTEM	NA

Connection to Town: The Planning Commission also discussed the fact that the Town is disconnected from east to west and north to south as a result of SR 248 – it creates a very real and dangerous barrier for pedestrian and bike connectivity in particular. A pedestrian and biking underpass could be part of this concept plan and truly provide easy access from east to west, particularly if located near North Hideout Trail Road. Ultimately, such a facility could be located further north as well and serve a larger percentage of the community’s population.

- The Planning Commission discussed the ‘gives and gets’ for the proposed Concept Plan and Rezone Application and generally thought that the Applicant should have some responsibility for ensuring safety for the many pedestrians and bicyclists that would likely be associated with the proposed Boulders development project.



- The Town Engineer estimated the cost of a pedestrian underpass at around \$5mn. The Commissioners discussed the importance of ensuring a partnership approach to getting an underpass and was generally supportive of a 50/50 partnership approach.
- If the Town Council chose to pursue this type of partnership approach, a \$2.5mn commitment by the Developer could be paid annually at \$500K per year for five years. If the Applicant does a Public Infrastructure District (PID) [discussed in a later section of this report], there might be an opportunity to wrap this cost into that overall bond.

Open Space/Buffers: The final development plan should have clustered areas with very clearly labeled significant open space buffers providing park/trail opportunities. The Applicant submitted an updated site plan – entitled Open Space and Disturbed Areas Calculations. The calculations indicate 55% of the site will be disturbed; 45% will be preserved. The Applicant shall provide a detailed plan illustrating the areas that will be undisturbed by development, grading, infrastructure – the 45% shall be delineated on the plan. The Planning Commission strongly recommended that the 45% of undisturbed areas should maintain native vegetation and be protected during the construction period.

- The Town Engineer has begun an analysis to ensure the proposed development density, necessary road infrastructure, and parking can be constructed on the site's slopes while preserving 45% of the overall site as undisturbed. The Commissioners did not want to see the site significantly denuded of natural slopes and native vegetation.

Proposed Disturbance / Non-Disturbance Areas

Unit Type	TOTAL ACRES	DISTURBED AREA
VILLAS	14.10	12%
CASITAS	15.68	14%
LOGES	5.71	5%
TOWNHOMES-3-PLEX	8.57	7%
CONDOS AND MIXED-USE RETAIL PAD	4.11	4%
COPMMUNITY CLUBHOUSE	0.35	0%
EXISTING HOME-BOUTIQUE	0.60	1%
HOTEL/RESTAURANT	2.03	2%
CONDO/HOTEL	11.87	10%
TOTAL	63.01	55%



- The Storm Water Master Plan illustrates some of the retention basins in the UDOT right-of-way. These will have to be moved onsite. In addition, the stormwater retention basin located on the adjacent private property must be moved onto the Applicant's property unless an easement is provided by the adjacent property owner.

Design:

Recent developments within the Town of Hideout have been approved conditioned upon the creation of Design Standards and the establishment of a Design Review Committee or DRC (typically a PC member, a TC member, and the Town Planner) to review and approve all development. The Planning Commission was supportive of a DRC and recommended its establishment.

- No set of Design Guidelines has been created or submitted given the speed at which this project has been reviewed. If the Town Council is supportive of a DRC and Design Guidelines, they could include a condition of approval that requires the approval of Design Guidelines in conjunction with the Preliminary Plat for this Concept Plan.

Infrastructure:

Issues regarding water rights and availability must be addressed. The Applicant must provide all necessary water rights prior to any construction.

A Public Improvement District (PID) is proposed by the Applicants. A PID essentially allows the Developer to bond for the majority of infrastructure necessary to build the proposed number of residential and commercial units. A PID must be presented for a separate approval by the Town Council.

Concept Plan:

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 (or +/-577 ERUs; only draft calculations currently available) or 5.35 units per acre proposed
- Undisturbed area requirements shall be 45% of the site
- A minimum square foot (or acreage allotment) for commercial development
- 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 Development Agreement



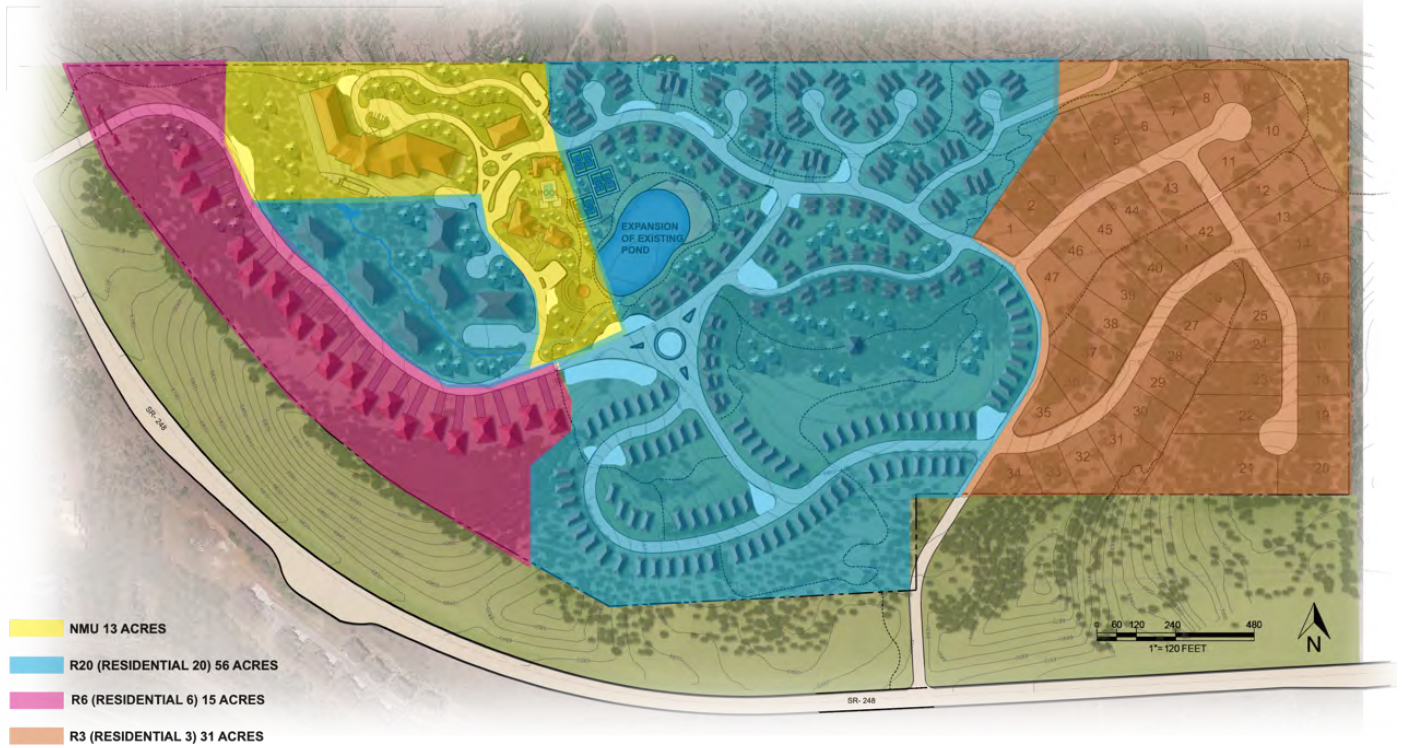
- Traffic analysis must be at a level B or higher for all areas of the proposed development
- Any updated zoning standards shall be applicable for the development
- An easement across The Boulders property to Golden Eagle to connect the two neighborhoods, for emergency access at a minimum
- Visitor parking shall be included to adequately address commercial, parks, trails and other users' needs



Rezone Request

As part of the expedited review process for The Boulders project, the Applicant is requesting the following zoning district designations:

ZONING DISTRICTS



BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK
DEVELOPMENT

01.26.22





The following is the proposed ERU table provided by the Applicant:

ERU CALCULATION						
RESIDENTIAL	TOTAL UNITS	SF RANGE		ERUS	TOTAL EURS	
TOWNHOMES	75	1,600	2,200	1.00	75	
CASITAS	80	2,600	3,200	1.00	80	
VILLAS	80	2,800	4,400	1.00	80	
LODGES	20	3,500	5,000	1.00	20	
SF LOTS	47	4,500	9,000	2.00	94	
RESORT RESIDENTIAL						
HOTEL	150	550	850	0.50	75	
BOUTIQUE HOTEL	20	550	850	0.50	10	
BIG HOUSE CONDOS	128	1,250	2,200	1.00	128	
MIXED-USE PAD SITE	10	850	1,500	0.75	7.5	
COMMERCIAL/AMENITIES						
RESTAURANT - HOTEL	0	4,000	2	0.75	1.5	
RESTAURANT - BOUTIQUE	0	4,000	2.00	0.75	1.5	
COFFEE/JUICE - CLUBHOUSE	0	1,200	1.00	0.75	0.75	
CLUBHOUSE	0	5,000	3	0.75	2.25	
SUNDRIES - CLUBHOUSE	0	500	0.5	0.75	0.38	
RETAIL - MIXED USE PAD SITE	0	2,500	1	0.75	0.75	
TOTAL ERUS REQUIRED	610				576.63	

**Note: The proposed ERUs for the 'Sundries – Clubhouse' should be a total of 0.75 ERUs, not 0.38 ERUs (the Sundries – Clubhouse' will only use a portion of the 0.75 ERUs but the Code does not allow for a percent of a Commercial ERU). The total requested ERUs should be 577 ERUs.*



Zoning Designations Requested

Residential 3 (R3)	Maximum Density = 3 units/acre Requested for 31 acres = Possible density of 93 units total
Residential 6 (R6)	Maximum Density = 6 units/acre Requested for 15 acres = Possible density of 90 units total
Residential 20 (R20)	Maximum Density = 20 units/acre Requested for 56 acres = Possible density of 1,120 units total
Neighborhood Mixed Use (NMU)	Maximum Density = 20 units/acre Requested for 31 acres = Possible density of 620 units total

Total Allowed Equivalent Residential Units (ERUs) Per Zoning = 1,923 ERUs

The ‘allowed density’ per the requested rezoning is quite high at 1,923 ERUs. If the Planning Commission decides to move forward with the proposed rezoning request, it is strongly recommended that a maximum density for the overall project – The Boulders (112 acres) – is included in the resulting Master Development Agreement (MDA). The proposed zoning districts generally make sense in terms of allowing the developer the flexibility to cluster some residential development while preserving open space within the project area.

The Applicant should review the amount of Residential 20 (R20) proposed and see where reductions to the size of the area can be reduced. The area around the tri-plexes could be zoned Residential 3 (R3) or Residential 6 (R6). Staff is currently analyzing the proposed zoning requests in an effort to reduce the extent of the R20 and R6 in areas where it may not be necessary for the proposed Concept Plan.



General Plan Analysis

Zoning requests can have significant impacts on the community. As such, they must conform to recommendations and requirements of the General Plan. The 2019 General Plan for Hideout includes the following Vision Statement:

2.1 Vision Statement

Hideout, Utah is a community that treasures both its residents and its environment. As such, Hideout's vision is to:



2.1.1 To Preserve Outstanding Views,

All development will be intentionally designed around enhancing and accentuating the existing environment, recreational open space, and livability of the community.



2.1.2 To Cultivate an Inviting Neighborhood Atmosphere,

The intensity of land use will be managed to promote the design standards and environmental ideals laid out in the General Plan and other town documents.



2.1.3 To Build a Connected Community,

Public gathering spaces and appropriate commercial growth will be accessible by a variety of transportation options.





The 2019 General Plan's Land Use Goals are:

3.4.1 Hideout's land use goals are to:

1. Preserve the viewsheds, green space, and unique topography by updating and enforcing a zoning code that reflects Hideout's Community Vision.
2. Maintain the unique character of Hideout by managing intensity of land use and promoting a mix of residential and commercial uses appropriate for the community.

The Town Council must review the Town of Hideout's General Plan and determine if the proposed rezone request meets the intent of the plan – connectivity and mixed land uses are part of the Vision Statements and Goals

Recommendation

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:

- Ideally, 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 this report.
 - * The Applicant indicated a reduction of density in the 'big house condos' could be considered
- If infrastructure or site conditions limit or 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 when considering massing and building typology.
- Determine a minimum threshold for NMU commercial development – a minimum square feet dedicated to commercial uses.
- Consider finalizing (and reducing the breadth of) the zoning district boundary lines at time of subdivision application.
- 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 this Development Agreement aren't met by February 17, 2023, (one year) then the Rezone Ordinance (attached as Exhibit A) 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.

Town Council should review the proposed Concept Plan and rezoning request (and Planning Commission recommendations) and provide direction to staff. The proposed rezoning request will be on the agenda for a vote at the Town Council's March 10, 2022 meeting.



Exhibit A – Rezone Ordinance

ORDINANCE #2021 – 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), RESIDENTIAL 20 (R20), RESIDENTIAL 6 (R6) AND RESIDENTIAL 3 (R3)

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 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, and March 10, 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

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 in 12 months, on March 10, 2023 and all the conditions of the Development Agreement is met.

SECTION III: Possibility of Repeal. If the conditions of the Development Agreement are not met, this Ordinance shall be repealed.

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



Exhibit B - Zoning District Allowances

Residential 3 (R3) Zoning District – Requested Zoning for 31 Acres of the Site

Permitted Uses

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



Private Residence Clubs	
Public Building	
Public Services Facility	
School	C
Swimming Pool / Bath House	
Commercial	
Big Box Retail	
Convenience Store	
Day Care Centers	
Equestrian Facilities	
Fitness / Wellness Center	
Gasoline, Retail	
Golf Course and Related Services	
Grocery	
Health Care Facility	
Hotel	
Kiosks and Street Vendors	
Maintenance Facility	
Meeting Facilities	



Office	
Personal Services	
Recreational Facilities	
Restaurant (with Drive through support)	
Restaurant	
Retail	
Service Station	
Storage Facility	
Theater	

- *P = Permitted*
- *C = Conditional*
- *No label = Not a Permitted Use*

Area and Bulk Standards

Density	
Maximum Density (ERU) per Acre	3
Minimum Open Space	25%
Frontage / Lot Size	
Minimum Lot Size	.33 Acre
Minimum Lot Frontage	85'



Minimum Lot Width	75'
Minimum Lot Depth	80'
Maximum Lot Coverage (in sq. ft.)	8,712
Setbacks	
Minimum Front Setback from road edge	25'
Minimum Front Setback from road edge (Major Road)	30'
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 Parking (non-residential: per 1000 sqft)	Conditionally
Minimum Garage Parking (residential: per unit)	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



Residential 6 (R6) Zoning District – Requested Zoning for 15 Acres of the Site

Permitted Uses

Land Uses	
Residential	
Accessory Structure	
Affordable Housing Development	
Cluster Development	C
Condominiums	
Condominium Hotel	
Multiple Family Unit	
Short-Term Rental (< 30 days)	
Single Family Attached (Townhome)	P
Single Family Detached	P
Timeshare (Shared Ownership Facility)	
Community	
Amphitheatre	C
Church or Worship Center	C
Community Center	C
Private Residence Clubs	C



Public Building	C
Public Services Facility	
School	C
Swimming Pool / Bath House	
Commercial	
Big Box Retail	
Convenience Store (no drive-through support)	C
Day Care Centers	
Equestrian Facilities	
Fitness / Wellness Center	
Gasoline, Retail	
Golf Course and Related Services	
Grocery	
Health Care Facility	
Hotel	
Kiosks and Street Vendors	
Maintenance Facility	
Meeting Facilities	
Office	



Personal Services	
Recreational Facilities	
Restaurant (with drive-through support)	
Restaurant	C
Retail	
Service Station	
Storage Facility	
Theater	

- *P = Permitted*
- *C = Conditional*
- *No label = Not a Permitted Use*

Area and Bulk Standards

Density	
Maximum Density (ERU)	16 per acre
Minimum Open Space	30%
Frontage / Lot Size	
Minimum Lot Size (single family)	6000 sqft
Minimum Lot Frontage (single family)	55'
Minimum Lot Width (single family)	200'



Maximum Lot Coverage (single family) (percentage)	60%
Minimum Lot Size (attached single family)	4000 sqft
Minimum Lot Frontage (attached single family)	30'
Minimum Lot Width (attached single family)	30'
Maximum Lot Coverage (attached single family percentage)	75%
Building Setbacks	
Minimum Front Setback from road edge	25'
Minimum Front Setback from road edge (Major Road)	30'
Minimum Setback from Highway	50'
Minimum Rear Setback	20'
Minimum Side Setback (for single-family units)	10'
Minimum Side Setback (for buildings with attached units)	Conditionally
Minimum Offsets (relative to roadway or neighboring Bldgs.)	15° or 5'
Building	
Maximum Building Height	35'
Maximum Units per Building	4
Driveway / Garage	
Minimum Parking (non-residential: per 1000 sq ft)	2
Minimum Garage Parking (residential: per unit)	2



Minimum Driveway Length	25'
Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	No
Conjoined Driveway Allowed (with adjacent property)	No
Maximum Driveways (per Frontage)	4
Permitted Driveway Materials	Concrete



Residential 20 (R20) Zoning District – Requested Zoning for 56 Acres of the Site

Permitted Uses

Land Uses	
Residential	
Accessory Structure	
Affordable Housing Development	C
Cluster Development	C
Condominiums	C
Condominium Hotel	C
Multiple Family Unit	P
Short-Term Rental (< 30 days)	
Single Family Attached (Townhome)	C
Single Family Detached	
Timeshare (Shared Ownership Facility)	
Community	
Amphitheatre	C
Church or Worship Center	C
Community Center	C
Private Residence Clubs	P



Public Building	C
Public Services Facility	
School	C
Swimming Pool / Bath House	P
Commercial	
Big Box Retail	
Convenience Store (no drive-through support)	C
Day Care Centers	C
Equestrian Facilities	
Fitness / Wellness Center	P
Gasoline, Retail	
Golf Course and Related Services	
Grocery	
Health Care Facility	
Hotel	
Kiosks and Street Vendors	
Maintenance Facility	
Meeting Facilities	P
Office	P



Personal Services	
Recreational Facilities	C
Restaurant (with Drive through support)	
Restaurant	C
Retail	C
Service Station	
Storage Facility	
Theater	

- *P = Permitted*
- *C = Conditional*
- *No label = Not a Permitted Use*

Area and Bulk Standards

Density	
Maximum Unit Density (ERU)	20 per acre
Minimum Open Space	30%
Frontage / Lot Size	
Minimum Lot Size	2 acres
Minimum Lot Frontage	300'
Minimum Lot Width	250'



Maximum Lot Coverage (percentage)	70%
Setbacks	
Minimum Front Setback from road edge	25'
Minimum Front Setback from road edge (Major Road)	30'
Minimum Setback from Highway	50'
Minimum Rear Setback	50'
Minimum Side Setback	50'
Minimum Offsets (relative to roadway or neighboring Bldgs.)	15° or 5'
Building	
Maximum Building Height	50'
Maximum Units per Building	20
Driveway / Garage	
Minimum Parking (non-residential: per 1000 sq. ft)	2
Minimum Garage Parking (residential: per unit)	1.5
Minimum Driveway Length	n/a
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/Parking Materials	Asphalt or Concrete



Neighborhood Mixed Use (NMU) Zoning District – Requested Zoning for 31 Acres of the Site

Permitted Uses

Land Uses	
Residential	
Accessory Structure	
Affordable Housing Development	C
Cluster Development	
Condominiums	P
Condominium Hotel	C
Multiple Family Unit	P
Short-Term Rental (< 30 days)	C
Single Family Attached (Townhome)	
Single Family Detached	
Timeshare (Shared Ownership Facility)	
Community	
Amphitheatre	C
Church or Worship Center	C
Community Center	P
Private Residence Clubs	P



Public Building	C
Public Services Facility	C
School	C
Swimming Pool / Bath House	
Commercial	
Big Box Retail	C
Convenience Store (no drive-through support)	P
Day Care Centers	P
Equestrian Facilities	C
Fitness / Wellness Center	C
Gasoline, Retail	C
Golf Course and Related Services	
Grocery	P
Health Care Facility	
Hotel	P
Kiosks and Street Vendors	
Maintenance Facility	P
Meeting Facilities	P
Office	C



Personal Services	C
Recreational Facilities	C
Restaurant (with Drive through support)	C
Restaurant	P
Retail	C
Service Station	
Storage Facility	
Theater	C

- *P = Permitted*
- *C = Conditional*
- *No label = Not a Permitted Use*

Area and Bulk Standards

Density	
Maximum Unit Density (ERU)	20
Minimum Open Space	20%
Frontage / Lot Size	
Minimum Lot Size	.25 Acre
Minimum Lot Frontage	100'
Minimum Lot Width	100'



Minimum Lot Depth	100'
Maximum Lot Coverage (percentage)	70%
Setbacks	
Minimum Front Setback from right of way	0'
Maximum Front Setback from right of way	10'
Minimum Front Setback from road edge (Major Road)	30'
Minimum Setback from Highway	50'
Minimum Rear Setback	30'
Minimum Side Setback	30'
Minimum Offsets (relative to roadway or neighboring Bldgs.)	n/a
Building	
Maximum Building Height (Commercial)	45'
Maximum Building Height (Residential)	40'
Maximum Building Height (Mixed Use)	52'
Maximum Units per Building	10
Driveway / Garage	
Minimum Parking (non-residential: per 1000 sq. ft)	2
Minimum Garage Parking (residential: per unit)	1.5
Minimum Driveway Length	n/a



Minimum Driveway Width	20'
Maximum Driveway Width	26'
Shared Driveway Allowed	Conditionally
Conjoined Driveway Allowed (with adjacent property)	Conditionally
Maximum Driveways (per Frontage)	2
Permitted Driveway/Parking Materials	Asphalt or Concrete



Exhibit C - Application Submittal and Concept Drawings

Item # 2.

ERCALCULATION



RESIDENTIAL	TOTAL UNITS	SF RANGE	ERUS	TOTAL ERUS
TOWNHOMES	75	1,600 - 2,200	1.00	75
CASITAS	80	2,600 - 3,200	1.00	80
VILLAS	80	2,800 - 4,400	1.00	80
LODGES	20	3,500 - 5,000	1.00	20
SF LOTS	47	4,500 - 9,000	2.00	94
RESORT RESIDENTIAL				
HOTEL	150	550 - 850	0.50	75
BOUTIQUE HOTEL	20	550 - 850	0.50	10
BIG HOUSE CONDOS	128	1,250 - 2,200	1.00	128
MIXED-USE PAD SITE	10	850 - 1,500	0.75	7.5
COMMERCIAL/AMENITIES				
RESTAURANT - HOTEL	0	4,000	2.0	0.75
RESTAURANT - BOUTIQUE	0	4,000	2.00	0.75
COFFEE/JUICE - CLUBHOUSE	0	1,200	1.00	0.75
CLUBHOUSE	0	6,000	3.0	0.75
SUNDRRIES - CLUBHOUSE	0	500	0.5	0.75
RETAIL - MIXED USE PAD SITE	0	2,500	1.0	0.75
TOTAL ERUS REQUIRED	610			576.93

BOULDERS AT HIDEOUT MASTER PLAN

VILLAS

SR-248



SKYHAWK DEVELOPMENT

02.08.22



Item # 2.

COMMERCIAL CALCULATIONS

- CONDO/HOTEL
- RESTAURANT
- MIXED-USE RETAIL PAD
2,500-4,000 SQ
- COMMUNITY CLUBHOUSE

EMERGENCY ACCESS ROAD



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



Item # 2.

INDOOR & OUTDOOR AMENITIES

CONDO/HOTEL

RESTAURANT

COMMUNITY CLUBHOUSE

PICKLEBALL BEACH

TRAILS

EMERGENCY ACCESS ROAD



INDOOR AMENITIES		
RESTAURANT - HOTEL		4,000
SPA - HOTEL		2,500
RESTAURANT - BOUTIQUE HOTEL CLUBHOUSE		4,000
AEROBICS ROOM		2,000
FITNESS ROOM		2,000
COFFEE SHOP		1,500
SUNDRIES		500
OUTDOOR AMENITIES		
LAGOON & BEACH		NA
PICKLE BALL COURTS		NA
POOL & JACUZZI		NA
AMPHITHEATER		NA
FOOD TRUCK LOT		NA
TRAILS SYSTEM		NA

BOULDERS AT HIDEOUT MASTER PLAN

SKYHAWK DEVELOPMENT

02.08.22



Item # 2.

SPACE AND DISTURBED AREAS CALCULATIONS



- VILLAS
- CASITAS
- LOGES
- TOWNHOMES-3-PLEX
- CONDOS
- COMMUNITY CLUBHOUSE
- SINGLE FAMILY HOMES
- BOULIQUE HOTEL / RESTAURANT
- CONDO/HOTEL

BOULDERS AT HIDEOUT MASTER PLAN

SKYHAWK DEVELOPMENT 02.08.22



Item # 2.

DRM WATER RETENTION

ENTRY MOUNDMENT

EMERGENCY ACCESS ROAD



All storm water must be on site (within property lines) or easements provided if off site. These locations for retention are not approved with this plan submission.



BOULDERS AT HIDEOUT MASTER PLAN

SKYHAWK DEVELOPMENT

02.08.22



Item # 2.

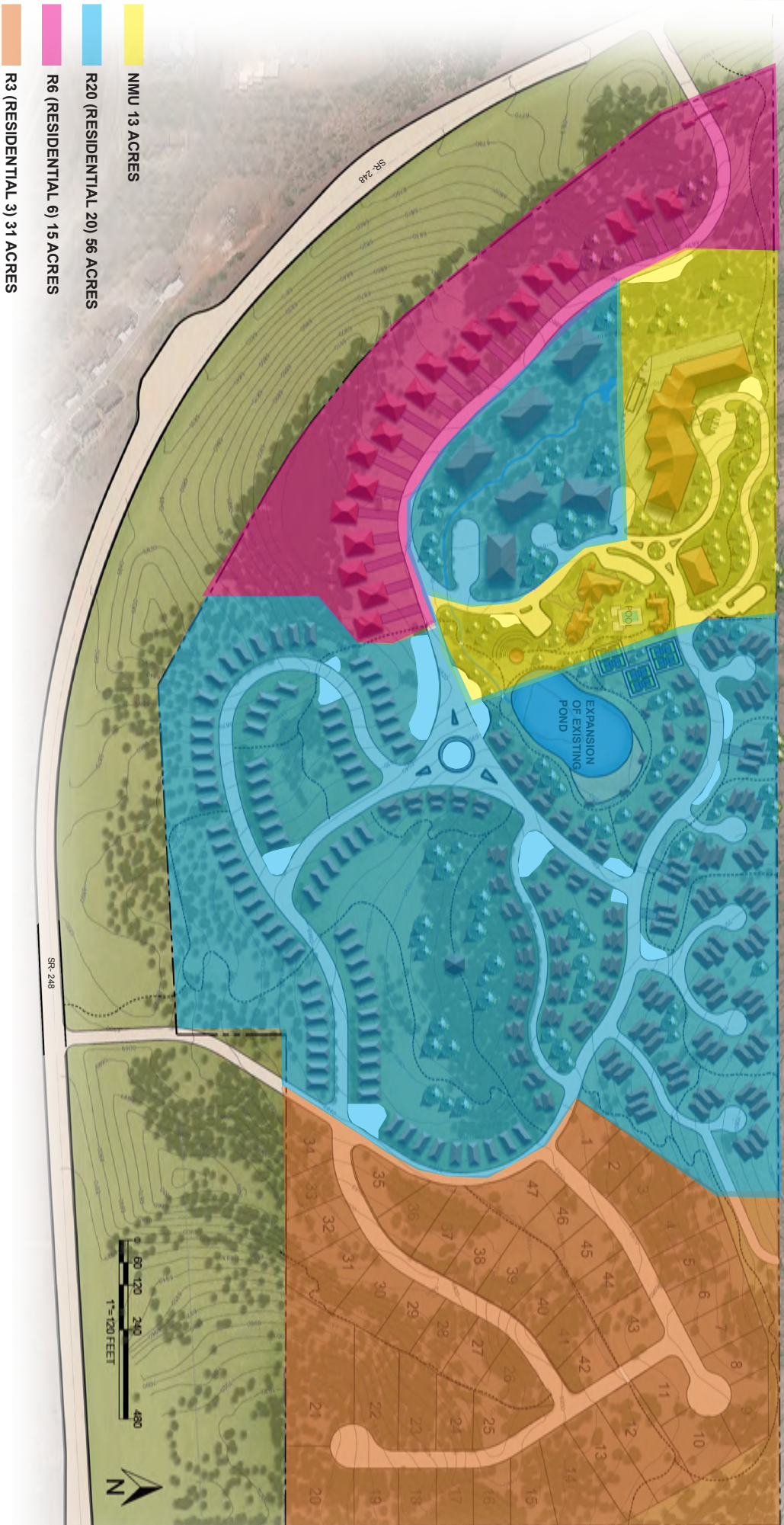
W STORAGE AREAS

ENTRY MOUNTMENT

EMERGENCY ACCESS ROAD



Item # 2.
ZONING DISTRICTS



BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK
DEVELOPMENT 01.26.22



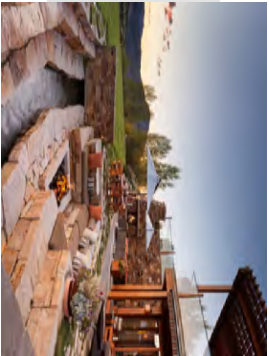
ENTRANCES



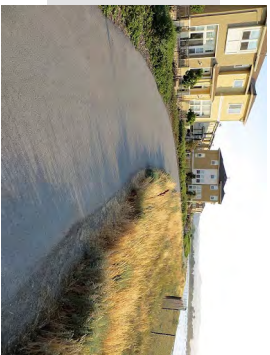
SIGNAGE



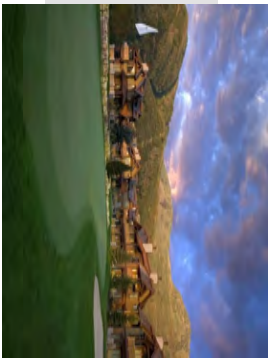
SITE AMENITIES



TRAILS



BIG HOUSE CONDOS & TOWNHOMES



CASITAS



VILLAS & SINGLE-FAMILY HOMES



LODGES



BOULDERS AT HIDEOUT
PRECEDENT IMAGES

SKYHAWK
DEVELOPMENT

01.26.22





February 8, 2022

Mayor Phil Rubin
 Town of Hideout
 11275 N Normandy Way
 Highland, UT 84003

RE: DRAFT Salzman Property / Boulders at Hideout- Conceptual Master Plan

Mayor Rubin,

Town staff received documents showing a concept plan for the development of the Salzman property west of Golden Eagle off UT-248. The documents discussed in this letter dated 10th, 2022 were received by T-O in February. Based on Town code, the documents do not constitute a complete submittal for the concept phase of development. Therefore, a complete review was not possible, T-O does not recommend approval until a complete application has been reviewed and the items below addressed.

The following submittal documents were not reviewed:

- A conceptual level road design; as described in section 11.06.18.01, B, numbers 2-6
 - Include the locations of sidewalks
- A conceptual level landscape plan
- A conceptual level drainage control plan
- A conceptual level snow management plan

Roadway

- Provide UDOT approval to upgrade/add the accesses as shown. Sight line triangles at the proposed intersections should be analyzed and addressed. Access locations will need to be consistent the UDOT access agreement. It appears one of the access may utilize another parcel, if so, easement will be required.
- Standard road cross sections will be required. The town standard is 31' wide roads (26' of asphalt). The cul-de-sac will need to be 80' in diameter, per the town standards. It is very difficult to scale the provided images but the roads appear much narrow in places. Proper road design may limit the density of development. Without grading plans it is not possible to determine if the slopes & grades of the proposed roadway network will meet standards.
- Submit a traffic report reflecting the impact of the development.
- Wrangler Drive in the Golden Eagle development is stubbed to this property. There needs to be a connectivity at this point between developments. We strongly recommend that the Salzman development have 2 connection points to the Golden Eagle development and at least one to the east parcel.

- The “Y” intersection at the center of the development may not meet safety requirements. The information submitted does not provide adequate information to fully evaluate this at this time.

Environmental

- At least 1 drainage on the property appears to be listed as a river / stream, and may qualify as a water of the state. Provide a letter from the state engineers office or Army Corps office that no jurisdictional waterways are present. If the drainage(es) are determined to be waters of the state a 50' offset from the high water mark of the drainage where no building can occur will be required.

Grading

- There appears to be planned development on steep slopes. These should be considered for feasibility and code compliance based on Section 10.08 of the Town code.

Trails

- Show the type, size and grades of the proposed trails.
- Provide connections to adjoining properties.

Storm Drainage

- Lot 15-16 and 25-32 appear to be drawn over a natural drainage. The natural drainage will need to be preserved and the capacity of the channel maintained to avoid future flooding of the properties.
- The concept does not show any location for storm water detention. Detention basins may require a sizable amount of land and could affect the maximum density. Submit a conceptual level drainage plan with approximate detention sizing and location(s) for onsite detention.
- There are other smaller drainages entering the property where structures are planned. Existing condition flows from these drainages will need to be determined and managed to avoid a flooding risk. We highly recommend preserving existing drainages where possible.
- Classify the jurisdiction of the drainages on site. Water of the state requires additional setbacks & preservation.

Culinary water

- The applicant will need to furnish sufficient water rights, that are transferable to JSSD, for the proposed project. The quantity of water rights will be calculated using JSSD standard ERU tables and state code R309-510. The water rights should be determined and dedicated for the entire project prior to construction.

The application does not provide any volume calculations or water distribution. Based on the town's water model, connections from UT-248 will likely be insufficient to provide fire flows. It is recommended, and likely required, that piping connections be made from the west, north and with UT-248 to create a looped system. If possible, waterline connections should be located along the same alignments as roadways.



Sewer

- Provide a concept collection layout for the sewer collection showing any connection points to JSSD and any necessary lift station or other key infrastructure.
- Provide a letter from JSSD stating that the sewer main along UT-248 has sufficient capacity for the proposed development. The Town does not have adequate capacity through the Town's sanitary sewer system down-gradient from the proposed development to accommodate the proposed development.

We would be happy to discuss this letter in further detail and answer any questions you may have.

Sincerely,
T-O Engineers

Ryan Taylor, P.E.
Project Manager



February 15, 2022

Mayor Phil Rubin
 Town of Hideout
 11275 N Normandy Way
 Highland, UT 84003

RE: DRAFT Salzman Property / Boulders at Hideout- Additional information 2/11/22

Mayor Rubin,

Town staff received documents showing a concept plan for the development of the Salzman property west of Golden Eagle off UT-248. The documents discussed in this letter dated 10th, 2022 were received by T-O in February. On February 12th We received an updated drawing and additional water volume calculations.

The updated plans do show an “emergency” road now connecting to Golden Eagle, but this does not meet the connectivity requirements noted in the prior letter. The updated submittal also indicates possible stormwater ponds located off site with 2 in the UDOT ROW and one on an adjoining parcel. This does not meet the code to manage stormwater on site. The pond on private property maybe viable with proper easements.

We did receive calculations estimating the required volume of water the project may require.

- INDOOR
- 0.45 AF for indoor water use of the townhomes, Casitas, villas, lodges, SF lots is appropriate
- I understand the commercial was based on JSSD table, however, Utah division of drinking water 309-510 table 2 estimates hotel water use at 150 GPD/ unit. a 150 units @ 150 GPM/ day would require 25.2 AF. Approximately double what is provided in the applicants estimate
- Similarly the Boutique Hotel would require 3.36 AF
- Mixed use pad calculation is acceptable for the commercial use but does not include the .45 AF required for the “condo on top.” It is unclear if that is 12 units or more.
- The calculations for the restaurants (2) are unclear, based on 4000 square feet and 25 square feet per seat Table 1 would require 35 GPD/ seat or a total of 6.28 AF and 3.76 AF respectively
- The clubhouse and mixed use pads are consistent with JSSD table. But further evaluation will be required when the design and amenities in these structures is better understood.
- In total it appears as much as 26 AF of additional water maybe required for indoor use.
- OUTDOOR
- Without a landscaping plan with acreages presented it is difficult to evaluate outdoor water use properly. 0.45 per unit for most residents appear reasonable. 3 AF/acre should be assumed for commercial uses, it is unclear how or why “adjusted” columns are shown. It appears applicant



is planning on 36 irrigated acres of commercial or 108 AF of water. Plus the residential use of 102.75 and the pond etc. of 30AF for a total irrigation demand of 240 AF.

- Based on the information provided, water use could be high as 483 AF. A better understanding of the applicant's irrigation demands will be required to better determine the anticipated water volume more precisely.

We would be happy to discuss this letter in further detail and answer any questions you may have.

Sincerely,
T-O Engineers

Ryan Taylor, P.E.
Project Manager

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 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.

RECITALS

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").

B. Developer wishes to develop the Property as a residential and commercial subdivision to be known 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, a bed and breakfast, and other residential uses.

C. Developer applied for a Rezone, which was approved pursuant to Ordinance **2022-O- XX**, but such Rezone will not be effective unless this Agreement is entered into prior

- 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]: When will the developer own the property?

Commented [PM3]: List details of the plan.

to September 10, 2022, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

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

Commented [PM4]: This will be updated to include subsequent submittals.

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 in harmony with and intended to promote the long-range policies, goals and objectives of the Hideout General Plan, and address other issues as more fully set forth below.

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 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.

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.

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

Commented [TE5]: I may change this to 'Exhibit' We might not need this.

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

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

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.

1.2.6. **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

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

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

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

1.2.11. **Development Activity:** Any 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.

1.2.12. **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.

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

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), or any successor provision, and approved by the Town, effectuating a subdivision of any portion of the Project.

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 this MDA.

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 which is attached hereto as Exhibit B.

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

1.1.6. Land Use Ordinance: 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).

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

1.1.9. **Minimum Commercial Square Feet** means

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

1.1.11. **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.

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

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.

1.1.14. **Project Improvements**: Means; (1) 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.

1.1.15. **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.

1.1.16. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Concept Plan.

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

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 [PM6]: This should be out further? Based on date where development is moving forward?

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

2.3. **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

Commented [TE7]: This is McCay's updated ERU Table

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.

2.4. Allowed Uses and Approval Procedures.

2.4.1. The uses allowed within the Project Area, and all Sub-Areas thereof, shall be as specified by this Agreement.

2.4.2. All Land Use 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.

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 parcels located.

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 [TE8]: 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 [TE9]: TBD

2.9. **Phasing Plan**, A detailed Phasing Plan must be submitted by _____.

Commented [TE10]: TBD

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

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

Commented [PM12]: 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.

2.11. **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 [TE13]: 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 [TE14]: 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:

- 2.15.1.1. 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.

Commented [TE15]: Do we want any requirements for Affordable Housing? Town Council must determine if this is a requirement.

2.24. **Fire Protection Facilities ?**

Commented [PM16]: Will the fire department need a new fire house with this amount of density?

2.25. Police facilities

Commented [PM17]: ditto

2.26. Developer voluntarily agrees as follows .

Commented [PM18]: any other items

3. Vested Rights and Density.

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, in fulfillment of this Agreement, subject to the terms of this Agreement, including "vested rights" pursuant to Utah Code Ann. § 10-9a-509. All Land Use Applications, as defined herein, for the Project Area, are subject to the ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete.

Commented [PM19]: 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 [TE20]: 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).

Commented [TE21]: 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 [PM22R21]: Let's put that in later in the document.

4. Phasing Plan

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.

Commented [TE23]: TBD

4.3. Form of Ownership Anticipated for the Project.

Commented [TE24]: Do we care? Allow Short Term rentals, right?

5. Term of Agreement.

Commented [PM25R24]: Short term rentals need to be reviewed throughout the town so that the rules are uniform.

5.1. Terms 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

Commented [TE26]: Make this five phases – hotel up front, etc.?

cured) then this MDA shall be automatically extended until January 31, 2032. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

6. **Public Infrastructure.**

Commented [PM27]: Need to determine if infrastructure will be private or public.

6.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee.

6.2. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by the Town's 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 in the Town's Laws. Partial releases of any such required security shall be made as work progresses based on the Town's Laws.

7. **Public Infrastructure District.** The City and Owner specifically agree and acknowledge that the Owner shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Title 17D, Chapter 4, the Public Infrastructure District Act (the "PID Act") as determined by Owner, in order to implement and facilitate the financing, construction and

operation of public infrastructure for the Subject Property. Subject to the provisions of the PID Act, the City and Owner agree to continuing cooperation in connection with the formation and operation of Public Infrastructure Districts in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Development Agreement or otherwise required in connection with the development of the Boulders, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the Subject Property. The City and the Owner 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 City and the Owner of the terms relating thereto and approval by the City Council, and further provided that the City will not approve a 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 which shall be considered in relation to the best interests of the Town of Hideout. The City agrees that any obligation set forth in this Development Agreement for the financing and construction of public improvements which are required to serve the Subject Property, which will be owned by the City, 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 City consistent therewith. Any Public Infrastructure District created for the Subject Property, or any portion thereof, shall not create any financial liabilities for the City.

8. Water and Sewer.

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.

Commented [TE28]: Does this section stay?

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.

8.3. Developer must provide proof of being able to provide sewer facilities.

General Terms and Conditions.

9. Default.

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.

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

9.2.1 Specific Claim. Specify the claimed event of Default;

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

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.

9.3 **Mediation.** Upon the issuance of a Notice of Default the parties may 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.

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

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.

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.

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 the case of a default by Developer until the Default has been cured.

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

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.

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[REDACTED]
Attn: McKay Christensen ???

Commented [TE29]: MAC Development? Get info from McKay

To the Town:

The Town of
Hideout 10860
N. Hideout
TrailHideout,
Utah 84036
Attn: Town Clerk

With copies to:

Polly Samuels McLean
PEAK LAW, PLLC
395 Crestview Dr.
Park City, UT 84098

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

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.

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 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. 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.

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.

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.

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.

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

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 some future date any such right or any other right it may have.

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 this MDA shall remain in full force and effect.

16. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under 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 Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

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 [TE30]: Or TBD?

19. 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.

20.1. 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, 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.

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.

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.

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

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

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.

26. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project.

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.

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 C – Undisturbed Areas to be Protected (Native Vegetation Preservation)
- Exhibit D – Detailed Site Planning and Engineering Conditions of Approval for the Concept Plan

Addendum 1 - Specific Project Terms and Conditions

Commented [TE31]: 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 [TE32]: 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.

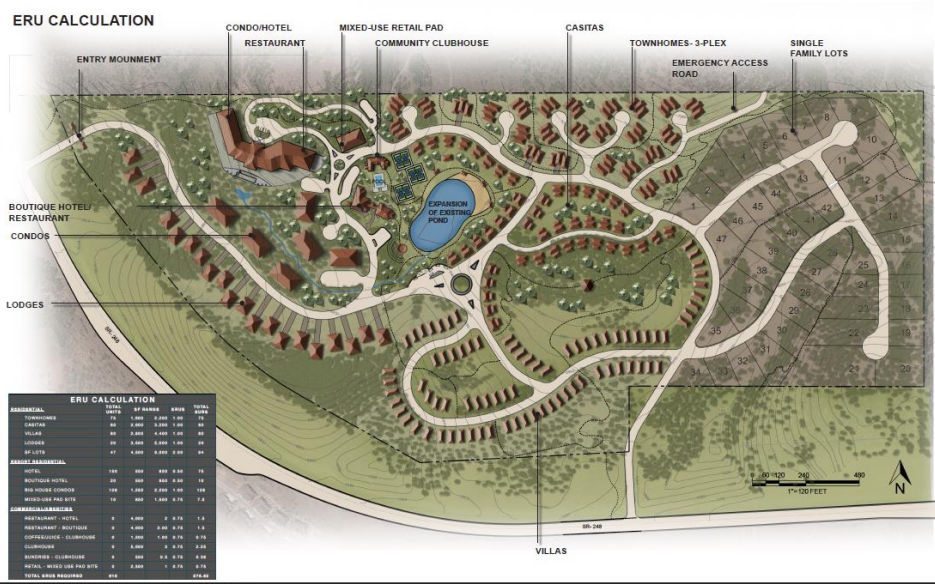
(A legal description of the property shall be provided and included here)

EXHIBIT B

COPY OF THE CONCEPT PLAN

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

Commented [TE33]: I will include THE COMPLETE CONCEPT PLAN SUBMITTAL – about 10 pages.



BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK DEVELOPMENT 02.08.22 **PEC**
PLANNING & ENVIRONMENTAL CONSULTANTS

EXHIBIT _____

COPY OF RESOLUTION (AND/OR APPROVAL LETTER PER PLANNING COMMISSION REVIEW OF THE CONCEPT PLAN)

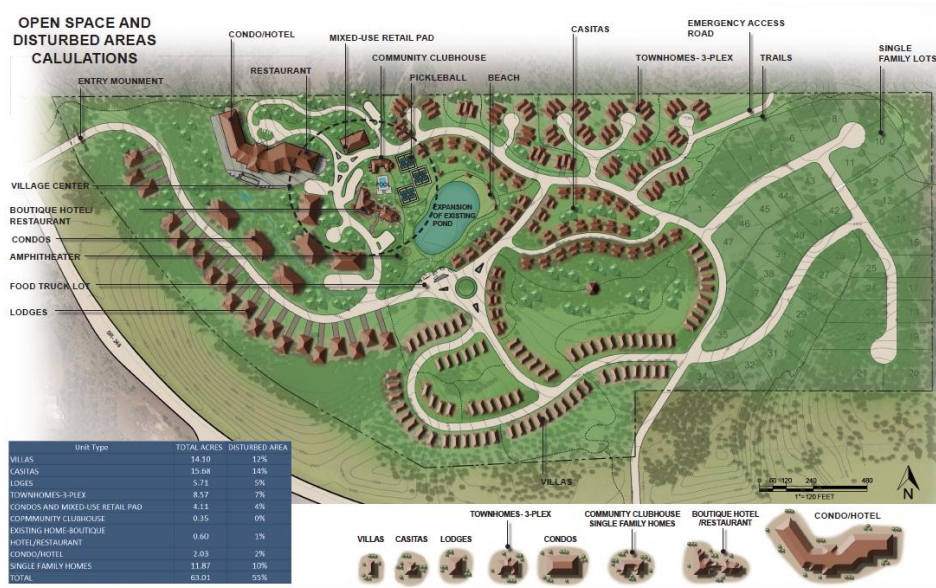
Commented [TE34]: Letter from Town re PC approval w/Conditions for Concept Plan

Commented [TE35]: Include TC Resolution

EXHIBIT C

COPY OF THE UNDISTURBED AREAS TO BE PROTECTED

(NATIVE VEGETATION PRESERVATION)



BOULDERS AT HIDEOUT
MASTER PLAN

SKYHAWK
DEVELOPMENT

02.08.22

PEC
PROJECT ENGINEERING CONSULTANTS

C-1

24012.001\4848-7885-0654v2

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 remaining 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 [TE36]: Prior MDAs had an Addendum, but this is not a subsequent addition, so Exhibit?

Commented [TE37]: Too long?

Commented [TE38]: We are assuming a five phase plan; we don't have anything yet.

D-1

24012.001\4848-7885-0654v2

EXHIBIT E**ERU CALCULATION TABLE**

ERU CALCULATION					
RESIDENTIAL	TOTAL UNITS	SF RANGE		ERUS	TOTAL EURS
TOWNHOMES	75	1,600	2,200	1.00	75
CASITAS	80	2,600	3,200	1.00	80
VILLAS	80	2,800	4,400	1.00	80
LODGES	20	3,500	5,000	1.00	20
SF LOTS	47	4,500	9,000	2.00	94
RESORT RESIDENTIAL					
HOTEL	150	550	850	0.50	75
BOUTIQUE HOTEL	20	550	850	0.50	10
BIG HOUSE CONDOS	128	1,250	2,200	1.00	128
MIXED-USE PAD SITE	10	850	1,500	0.75	7.5
COMMERCIAL/AMENITIES					
RESTAURANT - HOTEL	0	4,000	2	0.75	1.5
RESTAURANT - BOUTIQUE	0	4,000	2.00	0.75	1.5
COFFEE/JUICE - CLUBHOUSE	0	1,200	1.00	0.75	0.75
CLUBHOUSE	0	5,000	3	0.75	2.25
SUNDRIES - CLUBHOUSE	0	500	0.5	0.75	0.38
RETAIL - MIXED USE PAD SITE	0	2,500	1	0.75	0.75
TOTAL ERUS REQUIRED	610				576.63

14 January 2022

Town of Hideout
10860 N. Hideout Trail
Hideout, UT 84036

RE: Hideout Fee Study

Zions Public Finance (ZPFI) enthusiastically submits this proposal to conduct fee studies for the Town of Hideout. It is our understanding that the following fees are specifically requested at this time:

- Utility Rates:** Water
Sewer
Storm Water
- Impact Fees:** Water
Sewer
Storm Water
Transportation
- Community Development:**
Planning
Engineering
Building Permit

We have conducted numerous development fee, impact fee and utility rate studies over the years and can assist you in understanding what other cities/towns have done to solve unique problems and circumstances related to fees in their communities. The costs associated with development fees and utility rates can be impacted by varying rates of growth, indirect cost allocation from other departments, changes in methodology in preparing fees over time that impact some fees more than others, changes in legal requirements for fees, etc.

A sample of our recent clients for fee/rate studies includes the following: Cottonwood Heights, Marriott-Slaterville, Santaquin, Alta, Provo, Roy, Heber, South Salt Lake, Harrisville, Orem, West Jordan, Summit County, Saratoga Springs, TSSD, Tremonton, Herriman, N. Davis Fire District, Wasatch Fire District, Clearfield, Weber County, Granger-Hunter Improvement District, Mt. Olympus Improvement District, Clinton, Murray, Farmington and Moab.

Aaron Montgomery will serve as project manager while Susie Becker will provide oversight of the project. We look forward to this opportunity of working with you.

Best Regards,



Susie Becker
Vice President, Zions Public Finance, Inc.
801.844.8310 (w); 801.540.8679 (m)
Susan.becker@zionsbank.com



Aaron Montgomery
Financial Analyst, Zions Public Finance, Inc.
801.844.8327 (w); 801.419.3571 (m)
Aaron.montgomery@zionsbankcorp.com

EXPERIENCE AND QUALIFICATIONS



Zions First National Bank was founded in Salt Lake City in 1873 and continues its legacy of strength and stability as one of the oldest financial institutions in the Intermountain West. To bring value to individuals, small-to middle-market

businesses, nonprofits, corporations and institutions, Zions Bank provides a wide range of traditional banking and innovative services. Zions Bank is a division of ZB, N.A., which operates in nearly 500 local financial centers across 11 Western states: Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. ZB, N.A.'s parent company is Zions Bancorporation, which is included in the S&P 500 and NASDAQ Financial 100 indices (NASDAQ: ZION).

Our department, ZPFI, is comprised of a team of 22 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: 1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory and fee-related services.

Our Municipal Consulting Group, an integral part of ZPFI, is well known and respected throughout the Intermountain Region for its leadership in economic development, redevelopment, market analysis, fee studies, real estate development advisory, capital facility finance planning, feasibility studies and fiscal/economic impacts analysis. Resumes of key staff members are included in the Appendix.

The table below details Zions' experience preparing impact fees:

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Electric	Police	Fire	Total
Alpine	x	x								2
American Fork	x	x	x	x	x	x		x	x	8
American Fork 2020	x	x	x	x	x	x		x	x	8
Ash Creek SSD 2017				x						1
Ash Creek SSD 2018				x						1
Bear River Water Conservancy District	x									1
Brian Head	x			x		x		x		4
Brigham City	x		x	x	x	x	x			6
Cedar Hills	x	x		x	x	x		x	x	7
City of Chubbuck, Idaho					x			x	x	3
Clearfield	x		x	x						3
Clinton	x		x	x	x	x		x	x	7
Coalville	x	x	x	x	x	x				6

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Electric	Police	Fire	Total
Cottonwood Heights			x			x				2
Eagle Mountain	x		x	x	x	x	x			6
Enoch	x	x	x	x	x	x		x	x	8
Eureka	x			x	x					3
Farmington City 2015			x		x	x				3
Farmington City 2018			x			x				2
Farmington City 2019	x		x			x				3
Grand County					x	x		x	x	4
Harrisville					x	x		x		3
Heber Valley Sewer				x						1
Herriman	x	x	x		x	x		x	x	7
Highland	x	x		x	x	x		x	x	7
Hurricane Valley Fire District 2015									x	1
Hurricane Valley Fire District 2016									x	1
Hyrum	x	x		x	x	x				5
Jordanelle Special Service District 2015	x			x						2
Jordanelle Special Service District 2018	x			x						2
Ivins								x	x	2
Koosharem	x									1
Layton	x				x	x				3
Lehi City 2015	x		x	x	x	x		x	x	7
Lehi City 2018	x	x	x	x	x	x	x	x	x	9
Lindon	x			x	x	x				4
Lindon 2020					x					1
Marriott-Slaterville		x		x	x	x		x		5
Manila	x			x						2
Millcreek City					x					1
Millville	x									1
Moab	x									1
Morgan City				x			x			2
Mountain Green Fire Protection District									x	1

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Electric	Police	Fire	Total
Mountain Regional Water 2015	x									1
Mountain Regional Water 2019	x									1
North Davis Fire District 2015									x	1
North Davis Fire District 2019									x	1
North Fork Special Service District	x									1
North Summit Fire District									x	1
North Tooele County Fire District									x	1
North View Fire									x	1
North View Fire 2018									x	1
North Village SSD 2015	x			x						2
North Village SSD 2018	x									1
Orem	x		x	x	x	x		x	x	7
Park City	x									1
Park City Fire District 2012									x	1
Park City Fire District 2017									x	1
Payson								x	x	2
Perry City (Pointe Perry)	x	x	x		x			x	x	6
Plain City					x			x		2
Pleasant Grove			x		x					2
Pleasant View	x				x					2
Powder Mountain 2016	x			x						2
Powder Mountain 2018	x			x						2
Providence						x				1
Provo	x		x	x	x	x		x	x	7
Rexburg, ID					x	x		x	x	4
Riverton	x	x	x		x	x			x	6

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Electric	Police	Fire	Total
Rockville Springdale Fire									x	1
Roy	x		x		x					3
Santaquin City	x	x		x		x		x	x	6
Saratoga Springs	x	x	x	x	x	x		x	x	8
Snyderville Basin Recreation District					x					1
South Davis Sewer District				x						1
South Jordan	x		x		x	x		x	x	6
South Valley Sewer District 2013				x						1
South Valley Sewer District 2015				x						1
South Weber	x			x	x	x		x	x	6
Springville		x	x		x	x				4
St. George	x	x	x	x	x	x	x	x	x	9
Stansbury Park Improvement District	x			x						2
Summit County						x				1
Syracuse		x	x			x		x	x	5
Taylorville			x		x				x	3
Taylorville-Bennion Improvement District 2013	x		x							2
Taylorville-Bennion Improvement District 2014	x		x							2
Timpanogos Special Service District				x						1
Timpanogos Special Service District 2020				x						1
Timber Lakes Water Special Service District	x									1
Tremonton City	x		x	x	x			x	x	6
Uintah	x									1

IMPACT FEE ANALYSIS PAST PROJECT EXPERIENCE										
Entity	Water	PI	Storm	Sewer	Parks	Roads	Electric	Police	Fire	Total
Unified Fire Service Area									x	1
Unified Fire Service Area 2019									x	1
Washington Co. Water Conservancy District	x	x								2
Washington Terrace	x		x	x	x				x	5
Wasatch County					x	x		x	x	4
Weber County			x	x	x	x				4
Total Fees	54	19	32	42	43	38	5	29	42	304

The table below is a sample of ZPFI's experience with utility rate analyses.

USER RATE ANALYSIS PAST PROJECT EXPERIENCE						
Entity	Culinary Water	PI	Storm Water	Sewer	Garbage/Landfill	Total
Bear River Water Conservancy District	x					1
Blanding	x					1
Clearfield	x		x	x		3
Cottonwood Heights 2011			x			1
Cottonwood Heights 2020			x			1
Farmington	x					1
Heber City 2013	x	x	x	x		4
Heber City 2020	x	x	x	x		4
Herriman City 2011	x	x				2
Herriman City 2014	x	x				2
Herriman City 2015	x	x				2
Herriman City 2017	x	x				2
Heyburn, Idaho	x	x		x		3
Highland City	x	x	x	x		4
Kearns Improvement District	x			x		2
Ketchum City, Idaho	x			x		2
Lake Point Improvement District				x		1
Layton City	x					1
Lehi	x	x				2
Manila	x			x		2
Marriott-Slaterville		x				1
Millard County					x	1

USER RATE ANALYSIS PAST PROJECT EXPERIENCE						
Entity	Culinary Water	PI	Storm Water	Sewer	Garbage/ Landfill	Total
Moab	x		x	x		3
Morgan	x					1
Mount Olympus Improvement District			x			1
Mountain Regional Water SSD Rates	x					1
Murray City 2018	x					1
Murray City 2019			x			1
Nibley 2017				x		1
Nibley 2019	x					1
North Fork Special Service District 2016	x					1
North Fork Special Service District 2020	x					1
North Salt Lake	x	x				2
Park City	x		x			2
Pleasant Grove	x	x	x	x		4
Pleasant View	x		x			2
Powder Mountain	x			x		2
Riverside North Garland	x					1
Riverton City	x		x			2
Roy City	x			x		2
Roy Water Conservancy District		x				1
Salem	x	x				2
Santaquin	x	x				2
Saratoga Springs	x	x		x		3
South Davis Sewer District				x		1
South Jordan City	x	x	x			3
South Salt Lake				x		1
South Weber	x			x	x	3
Stansbury Park Improvement District	x			x		2
Summit County					x	1
Taylorsville-Bennion Improvement District	x			x		2
Timber Lakes Water Special Service District	x					1
Timpanogos Special Service District				x		1
Weber Basin Water Conservancy District	x	x				2
Total Projects	41	18	14	21	3	97

PAST CLIENT REFERENCES (ZPFI)			
Provo City	Saratoga Springs	Park City	Timpanogos SSD
Project Experience: City-wide Impact Fees	Project Experience: City-wide Impact Fees	Project Experience: City-wide Impact Fees	Project Experience: City-wide Impact Fees and Rate Study
John Borget	Mark Christensen	Jed Briggs	Rich Mickelsen
Director, Administrative Service	City Administrator	Budget Operations & Strategic Planning Manager	District Manager
801.852.6504	801.766.9793	435.615.5183	801.763.5923
jborget@provo.utah.gov	markc@saratogaspringscity.com	jbriggs@parkcity.org	Richard.Michelsen@timpssd.org

KEY PERSONNEL ASSIGNED TO THE PROJECT

Project Team



Aaron Montgomery – Financial Analyst | Zions Public Finance, Inc.

During his time with ZPFI, Aaron has specialized in impact fee, utility rate, real estate advisory, economic analysis, and business licensing fee studies. He also provides in-depth geographic analysis through utilizing his skills in GIS to provide detailed examination of project areas and comprehensive research of the information within project boundaries. Aaron prepares concise reports and presentations which effectively convey findings and recommendations. He has received B.S. degrees in finance and economics with a minor emphasis in management information systems.



Susie Becker – Vice President, AICP | Zions Public Finance, Inc.

For the past 27 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region. She has a MBA degree, AICP and a securities license (Series 50 and 52). Susie has written numerous fees of all types, including impact fees, business license fees, planning and development fees, utility rates, recreation fees, cemetery fees, etc. Within the past few years, Susie has assisted numerous communities with impact fees including: Herriman, Syracuse, Weber County, Grand County, Snyderville Basin Special Recreation District, Marriott-Slaterville, Harrisville, Orem, South Weber, Springville, Layton, Morgan, Saratoga Springs, Clearfield, Wellsville, American Fork, Murray, Tremonton, Farmington, Park City, Perry, and Summit County.



Megan Anderson – Senior Financial Analyst | Zions Public Finance, Inc.

Megan joined Zions Public Finance in 2011. She has twelve years of experience in municipal consulting with emphasis on preparation of impact fee analyses and user rate analyses for water, sewer, roads, and storm systems as well as impact fee analyses and impact fee facilities plans for police, fire, and parks & recreation. Megan’s primary focus is financial analysis, report writing, presentation preparation, and familiarity with the Utah and Idaho Impact Fees Acts.

FEE PROPOSAL

We propose billing hourly for our services with total costs estimated as shown below:

- Water Utility Rates - \$5,000 - \$8,000. The price range will depend on how much the Town desires to evaluate different customer tier groupings for usage.
- Water Impact Fees - \$6,500
- Sewer Utility Rates - \$5,000-\$6,000
- Sewer Impact Fees - \$5,000
- Storm Water Rates - \$4,000
- Storm Water Impact Fees - \$4,000
- Transportation Impact Fees - \$5,000
- Community Development Fees (all planning, engineering and building permit fees) - \$10,000

Because of its size, the Town of Hideout is not required to have Impact Fee Facilities Plans (IFFPs) for water, sewer, storm or transportation. However, the same type of engineering information must be generated and provided to ZPFI in order for us to write impact fees. Our fee proposal assumes that the Town and its engineer will provide this engineering information which generally includes identification of current and proposed service levels, any excess capacity in the system, new projects needed and capital costs related to new construction. Also, any deficiencies in the current system must be identified so that new development is not charged for deficiencies.

APPROVED:
HIDEOUT:

ZIONS PUBLIC FINANCE, INC.

Susan C. Becker

By *[Signature]*

By _____
Susan Becker

Title Mayor

Title: Vice President

Date September 14, 2022

Date 14 September 2022

ATTEST: *[Signature]*

APPENDIX A - RESUMES



Susan C. Becker, AICP

Vice President

Zions Public Finance, Inc. | Municipal Consulting Group

For the past 27 years, Susie has specialized in fee studies and economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region, including funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Forces on economic policies and procedures in Utah and in impact fees, has been involved with numerous fee studies, as well as the creation of a multitude of community reinvestment areas. Her experience stretches from issues such as affordable housing concerns in resort communities like McCall, ID, to redevelopment of a large deteriorating commercial center in Mesa, AZ – the Fiesta District to utility rates for a newly-incorporated entity. She has a MBA degree, AICP and a securities license (Series 50 and 52).

Education

Master of Business
Administration, University of
Utah
MBA Ace and Dean's Scholar
Bachelor of Arts, Humanities,
Brigham Young University

Public Service and Affiliations

Municipal Securities Registered
Representative
American Institute of Certified
Planners (AICP)
University of Utah Business School
Alumni Association Board of
Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns,
Land Use Task Force
WFRC Economic Development

Selected Presentations

"Downtown Revitalization," Utah
League of Cities and Towns
"Basics of Market Analysis," Main
Street Annual Conferences
"Weathering the Economic Storm,"
Utah League of Cities and Towns
"Redevelopment in Utah," Utah
County and Davis County Economic
Alliance
"The Marriage of CDAs and SAA's,"
Utah League of Cities and towns
"Downtown Revitalization and
Economic Development,"
University of Utah School of
Architecture
"Economics and Planning," Utah
League of Cities and Towns
"Economic Development Policies and
Practices," Governor's Economic
Task Force and Utah Economic
Alliance

- Timpanogos Special Service District (TSSD) Impact Fees and Rates
- Mountain Regional Water Rates and Impact Fees
- Lehi Culinary Water and PI Rates
- Farmington Impact Fees – Water, Storm and Roads
- Clearfield City Culinary Water, Sewer and Storm Rate Impact Fees and User Rates
- Herriman Water Rates
- Saratoga Springs Storm and Sewer User Rates
- Saratoga Springs Parks and Recreation, Public Safety, Storm Water and Transportation Impact Fees
- Moab Water and Sewer Rates and Impact Fees
- Syracuse Impact Fees
- Herriman Impact Fees
- Layton Park and Transportation Impact Fees
- Marriott-Slaterville Secondary Water Fees
- Orem City Impact Fees
- Provo City Impact Fees
- Plain City Impact Fees
- Pleasant View Culinary Water & Storm Water Impact Fees and Rates
- South Weber Culinary Water and Sewer Impact Fees and User Rates
- North Salt Lake Culinary Water and PI User Rates
- Salem City Water and PI Rates
- Park City Impact Fees
- Salt Lake City Northwest Quadrant CRA Benefits Analysis
- North Fork SSD Rates
- Heber City Utility Rates
- Riverton Fire Impact Fees
- Unified Fire Service Area Impact Fees
- Millcreek Incorporation Feasibility Study
- Mount Olympus Improvement District Rates and Impact Fees
- Washington County Emergency Services Feasibility Study



Education

Bachelor of Science, Finance
Utah State University
Bachelor of Science,
Economics
Utah State University

Aaron C Montgomery

Financial Analyst

Zions Public Finance, Inc. | Municipal Consulting Group

During his time with ZPFI, Aaron has specialized in real estate advisory, economic analysis, utility rate, and business licensing fee studies. He also provides in-depth geographic analysis through utilizing his skills in GIS to provide a detailed examination of project areas and comprehensive research of the information within project boundaries. Aaron prepares concise reports and presentations which effectively convey findings and recommendations.

In his past projects, Aaron has demonstrated that he has the ability to apply his knowledge of GIS to uncover additional trends which were applicable to the scope of the report. He has also proved his ability to utilize GIS tools to create maps that not only present relevant data, but are also visually appealing to the recipient.

A sample of projects in Utah include:

- Millcreek Business License Fee Study
- Tremonton Business License Fee Study
- Washington Terrace Business License Fee Study
- Summit County Engineering Fee Study
- Riverton Fire Impact Fee Analysis
- Riverton Fire Impact Fee Facilities Plan
- Springville Public Safety Impact Fee Analysis
- Springville Public Safety Impact Fee Facilities Plan
- Snyderville Basin Special Recreation District Needs Assessment
- Springville Public Safety Impact Fee Analysis
- Department of Alcoholic Beverage Control 2020 Master Plan
- Brighton Feasibility Study
- Mountain Green Incorporation Feasibility Study
- Erda Incorporation Feasibility Study
- Salt Lake City Consolidate Plan
- Taylorsville City Consolidated Plan
- Moab Water Rate Study
- Summit County Community Development Fee Study
- Summit County Landfill Fee Study
- Riverton Sanitation Fee Study
- Riverton Moderate-Income Housing Report
- Saratoga Springs Moderate-Income Housing Report
- Roosevelt Economic Plan
- Roosevelt Moderate-Income Housing Study
- Mountainland Association of Governments Comprehensive Economic Development Strategy Update 2018
- Draper Housing Plan
- Alcoholic Beverage Control 2018 Master Plan Update
- Millard County Landfill Study
- Syracuse Antelope Drive Corridor Market Study
- Marriott-Slaterville Business Licensing Fee Study
- Orem City Fee Study
- Taylorsville 5400 South Market Valuation



Education

Bachelor of Science,
Brigham Young
University - Idaho

Megan Weber Anderson

Financial Analyst

Zions Public Finance, Inc. | Municipal Consulting Group

Ms. Weber joined the Zions Public Finance Municipal Consulting Group in 2011. Ms. Weber has a decade of experience with Impact Fee and User Rate Analyses for water, secondary water, sewer, and storm systems as well as Impact Fee Analyses and Impact Fee Facilities Plans for public safety and parks & recreation. Ms. Weber's primary focus is financial analysis, report writing, presentation preparation, and familiarity with the Utah Impact Fees Act in order to ensure all Impact Fee Analyses completed by our team are done so in accordance with the Act.

Ms. Weber volunteers on the Water For People committee, the charity of AWWA, helping with local fundraising efforts which benefit Water For People projects globally.

Ms. Weber graduated from Brigham Young University-Idaho in 2007 with a Bachelor of Social Work.

A sampling of project experience includes:

- Herriman City, Culinary and Secondary User Rate Analyses and Impact Fee Analyses
- Riverton City, City-wide Impact Fee Analyses
- American Fork City, City-wide Impact Fee Analyses
- City of Orem, Culinary Water, Sanitary Sewer, and Public Safety Impact Fee Analyses
- Chubbuck City, Idaho, Public Safety and Parks & Recreation Impact Fee Analyses and Capital Improvement Plans
- Provo City, Water, Sewer, and Public Safety Impact Fee Analyses
- Park City Fire District, Public Safety Impact Fee Facilities Plan and Impact Fee Analysis
- North View Fire District, Public Safety Impact Fee Facilities Plan and Impact Fee Analysis
- Ash Creek Special Service District, Sewer Impact Fee Analysis
- Farmington City, Storm Impact Fee Analysis
- Highland City, City-wide Impact Fee Analyses
- Jordanelle Special Service District, Water and Sewer Impact Fee Analyses
- Ivins City, Police and Fire Impact Fee Facilities Plans and Impact Fee Analyses
- Town of Manila, Water and Sewer Impact Fee Analyses
- North Village Special Service District, Water and Sewer Impact Fee Analyses

**AGREEMENT RELATED TO SETTLEMENT
OF IMPACT FEES DUE TO JSSD**

This Agreement Related to Settlement of Impact Fees Due to JSSD (“**Agreement**”) is between the Jordanelle Special Service District, a special service district organized pursuant to Utah Code Ann. § 17D-1-11 *et seq.* (“**JSSD**”), the Town of Hideout, a municipality organized pursuant to Utah Code Ann. § 10-1-101 *et seq.* (“**Hideout**”), and General Construction & Development, Inc., a Utah corporation (“**GCD**”).

RECITALS

A. In November of 2020 and January of 2021, GCD applied to Hideout for building permits for the following parcels of property located in the Town of Hideout: Lots 80, 81, 82, 96, 97, 98, 99, 100, 101, 102, and 103 of the proposed Shoreline Phase 2 Subdivision (the “**Vantage Lane Lots**”)

B. In connection with the issuance of the building permits for the Vantage Lane Lots, Hideout charged GCD, and GCD paid, a number of fees, including JSSD impact fees that were assessed and collected by Hideout on JSSD’s behalf.

C. JSSD subsequently asserted that Hideout should have charged an additional \$100,936 as JSSD impact fees associated with the Vantage Lane Lots (that amount, the “**Short Payment**”).

D. JSSD and Hideout then asserted that GCD should have paid the Short Payment.

E. JSSD, Hideout, and GCD now desire to resolve the uncertainty regarding the building permits for the Vantage Lane Lots and the Short Payment, on the following terms and conditions.

AGREEMENT

Accordingly, based on the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each parties, the parties hereby agree as follows:

1. GCD Payment. Promptly following execution of this Agreement, GCD shall pay to JSSD the amount of \$33,645, representing one-third of the Short Payment.
2. Release. In consideration for GCD’s payment of one-third of the Short Payment, JSSD and Hideout (i) acknowledge and agree that GCD has paid all applicable fees associated with the issuing of building permits for the Vantage Lane Lots, and (ii) hereby release and waive as against GCD from any further claims for impact fees or other building permit fees associated with the Vantage Lane Lots, including, but not limited to, claims related to the Short Payment.

3. Building Permit Fees. After GCD's payment to JSSD pursuant to Section 1, and JSSD's written or email acknowledgement of receipt of such payment, Hideout agrees not to withhold issuance of certificates of occupancy or approval to set water meters for the Vantage Lane Lots by reason of any impact fees or other building permit fees associated with the Vantage Lane Lots, including, but not limited to, claims related to the Short Payment.
4. Hideout Payment. Promptly following execution of this Agreement, Hideout shall pay to JSSD the amount of \$28,502.33. That amount represents one-third of the Short Payment, less a credit of \$5,143 resulting from an overpayment of an impact fee by Hideout to JSSD in connection with a different subdivision and different developer.
5. Release. In consideration for Hideout's payment of one-third of the Short Payment, less the credit described above, JSSD (i) acknowledges and agrees that Hideout has remitted all applicable fees associated with the issuing of building permits for the Vantage Lane Lots, and (ii) hereby releases and waives as against Hideout from any further claims for impact fees or other building permit fees associated with the Vantage Lane Lots, including, but not limited to, claims related to the Short Payment.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter addressed herein, and any previous agreements, understandings and negotiations on that subject shall cease to have any effect.
7. Counterparts. This Agreement may be executed by .pdf in one or more counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto.
8. Effectiveness. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.

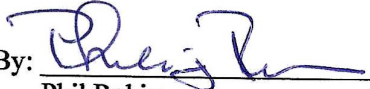
Each individual is signing this Agreement on the date stated opposite that individual's signature.

JORDANELLE SPECIAL SERVICE DISTRICT

By: 
Max Covey
General Manager

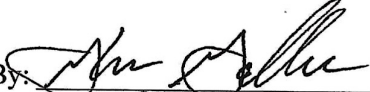
Date: 05/24/22

TOWN OF HIDEOUT

By: 
Phil Rubin
Mayor

Date: 6/9/2022

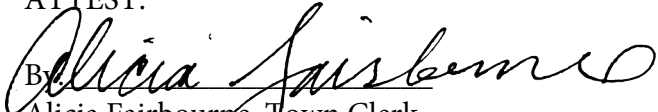
GENERAL CONSTRUCTION & DEVELOPMENT, INC.

By: 
Its: VP GCD

Date: 5-23-22

TOWN OF HIDEOUT

ATTEST:

By: 
Alicia Fairbourne, Town Clerk

