# HIDEOUT, UTAH PLANNING COMMISSION
# REGULAR MEETING AND PUBLIC HEARINGS
## August 15, 2024
## Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, August 15, 2024.

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/

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Regular Meeting and Public Hearings
6:00 PM

I. Call to Order

II. Roll Call

III. Approval of Meeting Minutes

1. July 18, 2024 Planning Commission Minutes DRAFT

IV. Public Hearings

1. Discussion and possible recommendation to Hideout Town Council regarding a final subdivision approval for the Shoreline Phase 4 subdivision

2. Discussion and possible recommendation to Hideout Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8182 and 00-0020-8184 (the "Elk Horn Springs" Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP)

3. Discussion and possible recommendation to Hideout Town Council regarding a Master Development Agreement (MDA) for the Elk Horn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals

V. Meeting Adjournment

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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.

**File Attachments for Item:**

1. July 18, 2024 Planning Commission Minutes DRAFT

# Minutes
## Town of Hideout Planning Commission
## Regular Meeting
## July 18, 2024
## 6:00 PM

The Planning Commission of Hideout, Wasatch County, Utah met in Regular Meeting on July 18, 2024 at 6:00 PM in person and electronically via Zoom meeting.

Regular Meeting

### I. Call to Order

Chair Tony Matyszczyk called the meeting to order at 6:00 PM and reminded participants that this was a hybrid meeting held both electronically and in-person.

### II. Roll Call

**Present:** Chair Tony Matyszczyk
Commissioner Rachel Cooper
Commissioner Joel Pieper
Commissioner Glynnis Tihansky
Commissioner Donna Turner

**Attending Remotely:** Commissioner Peter Ginsberg (alternate)
Commissioner Chase Winder (alternate, joined at 6:03 PM)

**Staff Present:** Alicia Fairbourne, Recorder for Hideout

**Staff Attending Remotely:** Polly McLean, Town Attorney
Thomas Eddington, Town Planner
Jan McCosh, Town Administrator
Kathleen Hopkins, Deputy Recorder for Hideout

**Public Present:** Brian Cooper

**Public Attending Remotely:** Nate Brockbank, Scott DuBois and others who may not have signed in using proper names in Zoom.

### III. Approval of Meeting Minutes

#### 1. June 18, 2024 Planning Commission Minutes DRAFT

There were no comments on the June 18, 2024 draft minutes.

***Motion: Commissioner Pieper moved to approve the June 18, 2024 Planning Commission Minutes. Commissioner Tihansky made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No: None. Absent from Voting: None. The motion carried.***

## IV. Agenda Items

### 1. Presentation and discussion of a concept plan on parcels 00-0020-8182 and 00-0020-8184 ("the Salzman Property")

Town Planner Thomas Eddington noted Mr. Nate Brockbank, the Applicant, was in attendance to address any questions. Mr. Eddington provided an overview of the project which included the 72-acre eastern parcel of the Salzman property, which was currently zoned Mountain. If the project moved forward, a rezoning application would be necessary, however rezoning was not being discussed at this stage.

The proposed subdivision, to be called Elk Horn Springs, would consist of 164 units, including 61 townhomes, 54 single family homes, 11 cabins, 38 estate lots and 15,000- 20,000 square feet of commercial space. Mr. Eddington compared the proposed density of this application to the two previous development applications submitted for this property, and noted Elk Horn Springs would be less dense than either of those two proposals, but more dense than allowed under the current Mountain zoning.

Mr. Eddington noted the proposal was more residential than previous applications presented by other developers and would have a different mix of housing types, with a planned community center and fitness amenities open to all Hideout residents for a fee. Mr. Eddington discussed the location of a proposed amphitheater area, the townhomes near the commercial development, and the 15-acre area which the Applicant would offer to the Town. He noted issues regarding shared road access with the Golden Eagle subdivision would need to be negotiated with that developer.

Mr. Eddington highlighted several items from the Staff Report which had been included in the meeting materials. He noted the commercial development would likely accommodate a small market, coffee shop and other types of mixed commercial businesses.

The Planning Commissioners asked questions on the housing types and overall layout of the project. Town Administrator Jan McCosh asked whether the proposed 15-acre parcel to be deeded to the Town could be developed as a small concert and performance venue. Discussion ensued regarding the creation of an amphitheater in this space relative to plans for such spaces in other subdivisions within the Town. Commissioner Glynnis Tihansky stated her preference for the 15 acres to be deeded to the Town to be used for open space and trails.

Commissioner Rachel Cooper asked if the Applicant intended request approval for nightly rentals in the subdivision. Mr. Brockbank responded yes, and possibly some form of timeshare ownership structures. Mr. Brockbank stated he did not believe the location was appropriate for broader commercial development than the proposal included and noted it would take some time for the commercial development to be successful.

Mr. Brockbank agreed to revise the concept plan to relocate the fitness center closer to the commercial area, and to provide drawings for an amphitheater space in the 15 acres to be deeded to the Town. Commissioner Donna Turner stated her preference for townhomes not to follow a "rowhome" design.

Mr. Brockbank stated he would be partnering with Holmes Homes in the property purchase and development of the project. In answer to a question from Commissioner Turner, Mr. Brockbank

stated he did not have estimated sizes for the cabins at this stage but expected them to be in the 1,800 square foot range.

There being no further questions from the Planning Commissioners, Mr. Brockbank was excused and left the meeting at 7:07 PM.

Ms. McCosh noted the Town's Economic Development Committee was working with the Applicant on a financial review of the project, including the impact from nightly rentals, and would update the Planning Commission and Town Council on these matters.

### 2. Presentation and discussion of a Hideout's General Plan

Mr. Eddington led a discussion regarding the Town's current General Plan, which was adopted in 2019, and ideas such as creating a summary or strategic plan document to supplement the General Plan. A future community survey in 2025 was suggested to hear feedback from residents on Town priorities, and a potential steering committee was discussed to help set priorities and standards to various Planning functions.

## V. Meeting Adjournment

There being no further business, Chair Matyszczyk asked for a motion to adjourn.

***Motion: Commissioner Tihansky moved to adjourn the meeting. Commissioner Pieper made the second. Voting Yes: Commissioner Cooper, Chair Matyszczyk, Commissioner Pieper, Commissioner Tihansky, and Commissioner Turner. Voting No: None. Absent from Voting: None. The motion carried.***

The meeting adjourned at 7:50 PM.

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Kathleen Hopkins
Deputy Recorder for Hideout

**File Attachments for Item:**

1. Discussion and possible recommendation to Hideout Town Council regarding a final subdivision approval for the Shoreline Phase 4 subdivision

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# Staff Review #1 for Shoreline Phase 4 Subdivision

To: Chairman Tony Matyszczyk
Hideout Planning Commission

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

Re: Shoreline Phase 4

Date: For the August 15, 2024 Planning Commission Meeting

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*Submittals:* *The Applicant submitted an Application for Subdivision on July 16, 2024 and included a proposed subdivision plan for Phase 4, civil plans, etc.*

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**Project Background**

The Shoreline development project is a multi-phased development project that may have up to 700 units at build out pursuant to the Master Development Agreement (MDA) for this project, dated March 11, 2010. The entire site is zone Resort Specially Planned Area (RSPA). The Applicant received Preliminary Subdivision approval at the Town Council meeting on December 8, 2016.

The following phases (and final subdivision approvals) have been approved by the Planning Commission and Town Council:

- Phase 1 – 48 units (all duplex structures; townhouse layout)
- Phase 2 – 47 units (all duplex structures and one three-unit structure; townhouse layout)
- Phase 3 – 102 units (all fourplex structures; townhouse layout)

A total of 197 units have been approved by the Planning Commission to date.

The proposal before the Planning Commission is for Final Subdivision for Phase 4 and includes a total of 239 residential units and a community recreation center. The Planning Commission shall review the proposed subdivision plan for compliance with the 2010 MDA, applicable Town Code requirements, and ensure it is in line with the Preliminary Subdivision plat approved on December 8, 2016.

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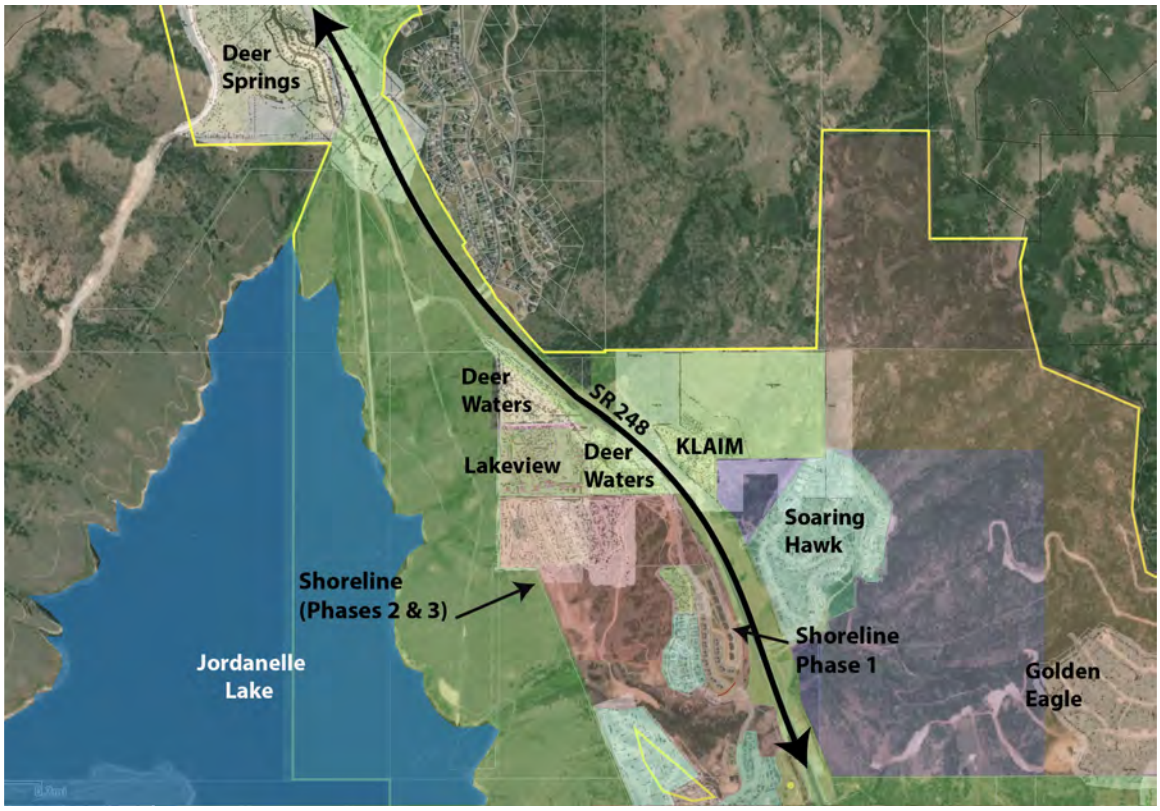
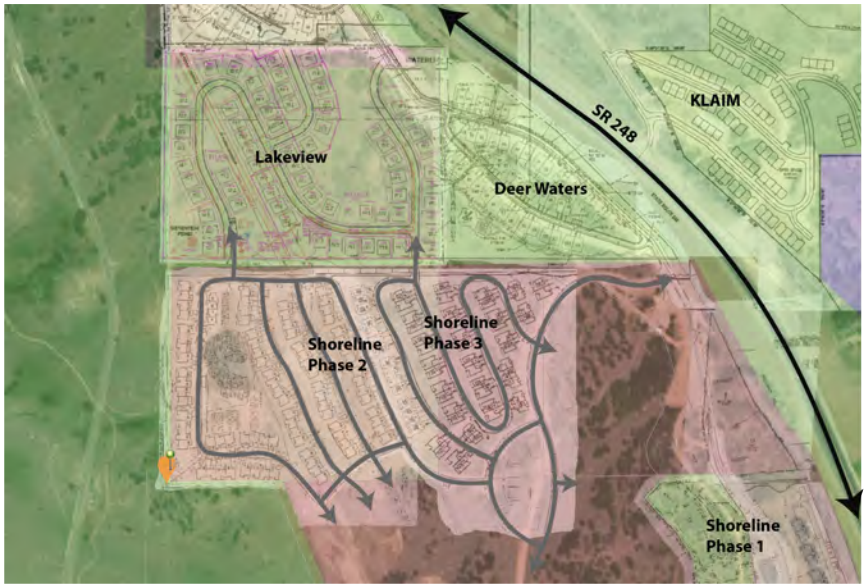
## Town Map – Existing Conditions and Subdivisions Approved

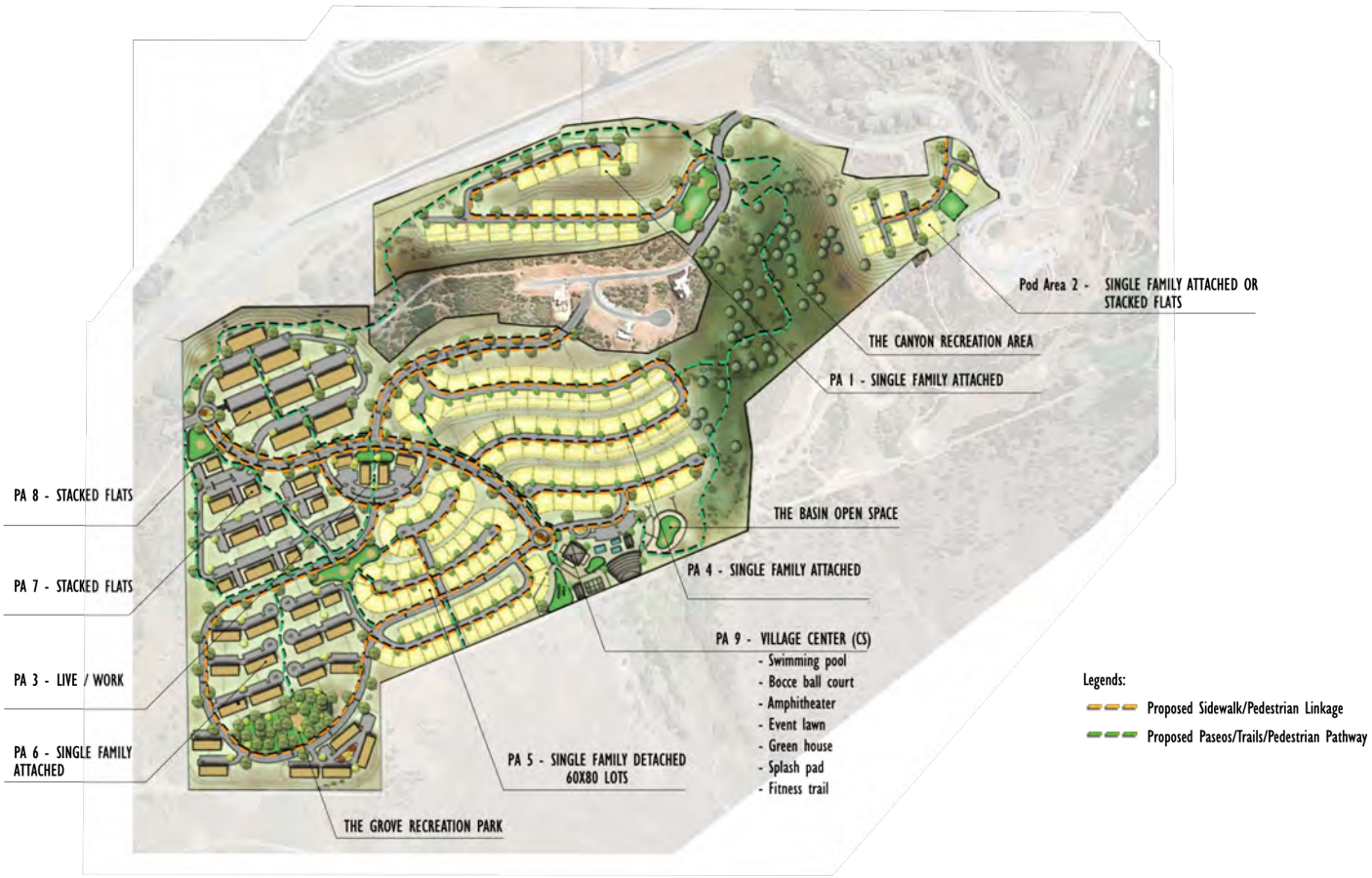



## Zoomed in View of Approved Shoreline Phases 2 and 3 (Currently Under Construction)



integrated planning & design

## Preliminary Subdivision Approved on December 8, 2016 for All of Shoreline




ktgy Architecture + Planning 888.456.5849 ktgy.com | gcd livingdesignedwell | SHORELINE HIDEOUT, UT # 2016-0242

0 100' 200' 400'

TRAILS AND OPEN SPACE PLAN
NOVEMBER 16, 2016

**Proposed Phase 4 Subdivision Layout**


## Subdivision Details

The proposed Phase 4 subdivision includes a total of 239 units configured as follows:

- Four-plex Buildings – 22 structures proposed (88 individual units)
- Five-plex Buildings – 5 structures proposed (25 individual units)
- Six-plex Buildings – 21 structures proposed (126 individual units)
- A community center and recreation site

The 2016 Preliminary Plat appears to indicate this section of the Shoreline Development is dedicated to single-family detached lots and some single-family attached lots (on the south side). The Applicant should explain this deviation from the 2016 Preliminary Plat approval.

The Planning Commission should review and confirm whether the proposed Phase 4 plan is in compliance with the 2016 Preliminary Plat approval (see comparison maps on the following page).

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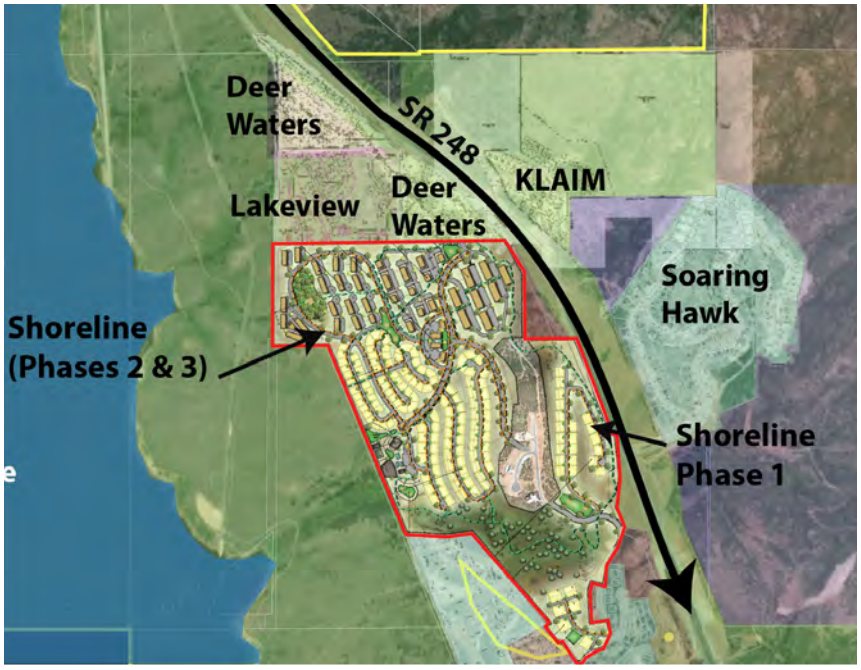
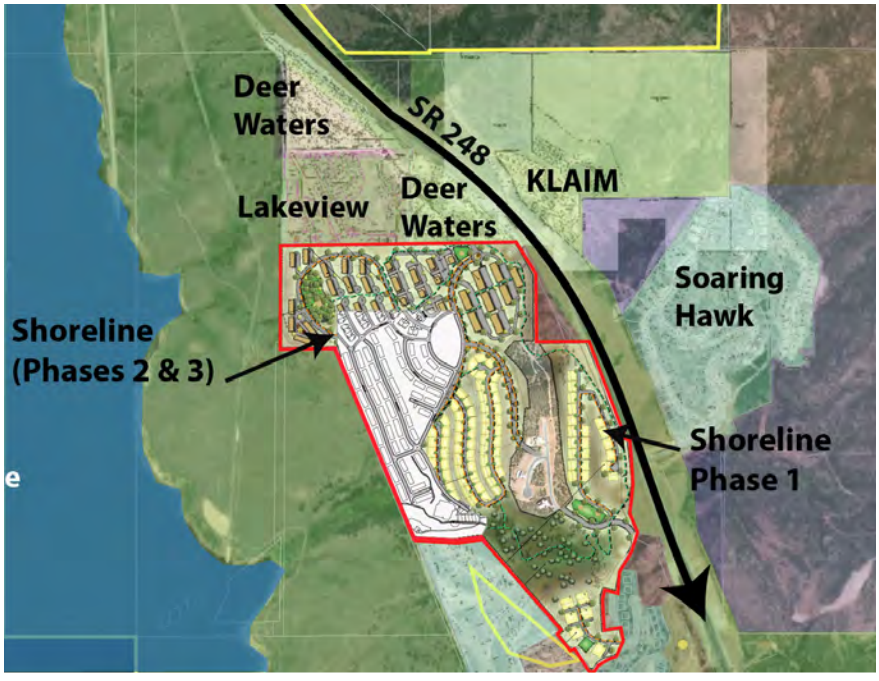
**Preliminary Subdivision Approval for Shoreline Overlaid on Town Map**




**Proposed Phase 4 Overlaid on the Preliminary Subdivision Approval for Shoreline**



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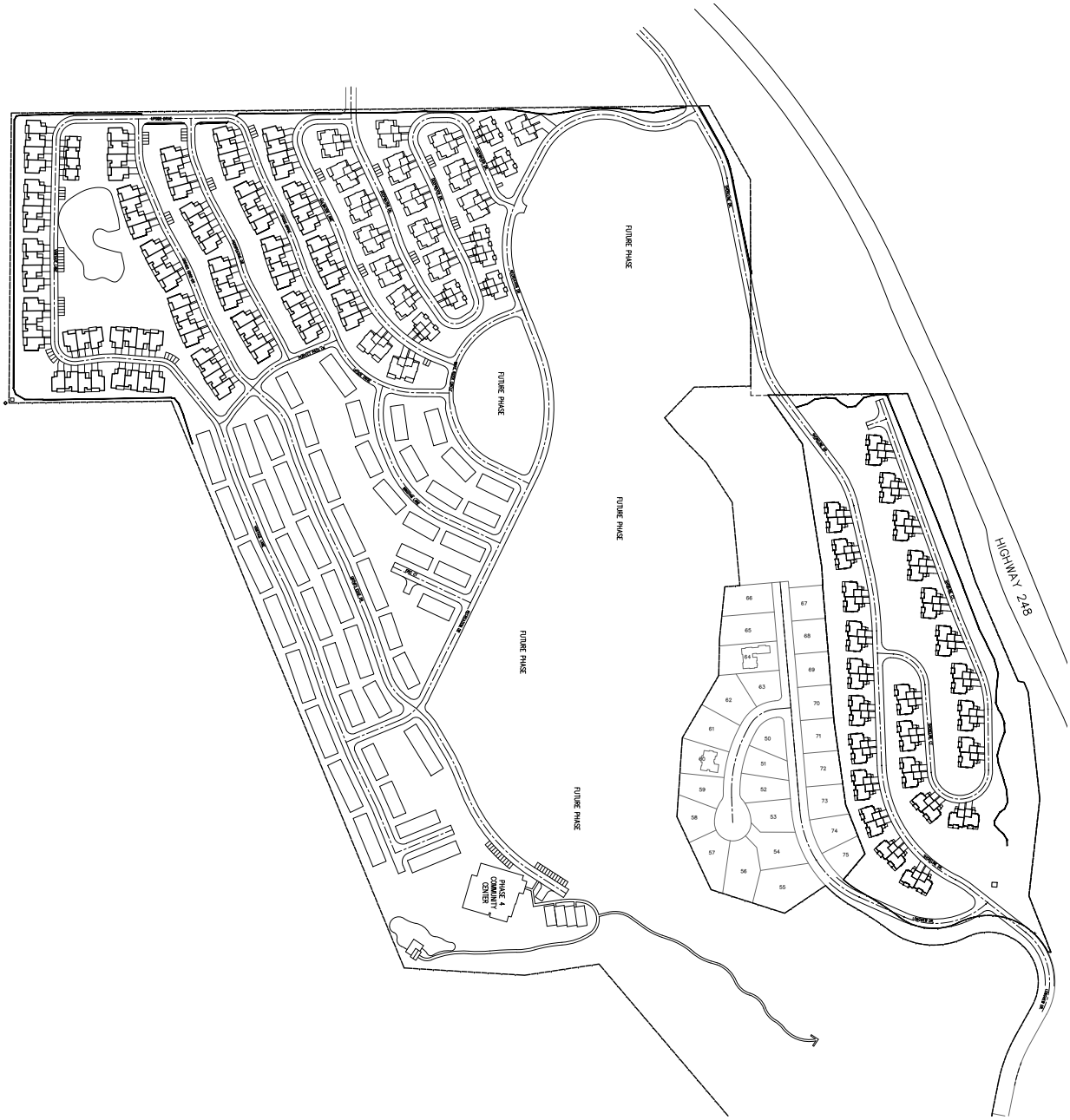
## Approved Shoreline Phases 1, 2, 3, and Proposed Phase 4



**Planning Issues for Discussion**

1. In addition to the proposed 239 residential units, a community recreation center is proposed that includes:

    a. A clubhouse, four pickleball courts, a swimming pool, bocce ball court, a playground, lawn areas for public gatherings, an amphitheater, and trails.


    b. The Canyon Recreation Area (locally known as Dead Man's Gulch) is included as a future amenity pursuant to the Preliminary Plan approved in 2016. This area has been significantly altered during construction. The area has been the repository for a significant amount of construction soil, etc. and, it appears, has been elevated by more than 20'-0" in some areas. The trails that previously existed in this location have been covered and/or removed. The Applicant shall outline what is proposed for this area and ensure that the Gulch will remain a viable trail access area, wildlife corridor, and stream channel.

2. The Applicant has two (2) building elevations with slight variation – a Style A uphill design and downhill version and a Style A uphill design and downhill version.

Style A (for uphill lots) – Street View

Style A (for uphill lots) – Rear View (same image for uphill and downhill lots)

Style A (for downhill lots) – Street View

Style A (for downhill lots) – Rear View (same image for uphill and downhill lots)

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Style B (for uphill lots) – Street View

Style B (for uphill lots) – Rear View (same image for uphill and downhill lots)

Style B (for downhill lots) – Street View

Style B (for downhill lots) – Rear View (same image for uphill and downhill lots)

*a.* This does not meet the Town's current monotony code which states that no more than 20% of the units in the development can have the same elevation.

Code: *Major Subdivisions (6 lots or more) shall not have greater than twenty (20%) of the structures with the same elevation and, in no case, shall any two (2) similar structures be located adjacent to each other or directly across the street. The differentiation of each structure shall be a combination of unique roof lines, garage step backs, entry/porch location and canopy, fenestration, building materials, and colors.*

The 2010 MDA, which vests the project, was approved prior to the Town's monotony clause. While strict adherence to the Town Code is not required by the Applicant, there is an opportunity for a negotiated design package that serves the interest of the Town's goals and the Applicant's goals.

3. The Town's review will require additional review by the Town Engineer as this project moves forward. Some information is missing from the submitted materials and should be provided:

    a. Total acreage of proposed Phase 4 and a density calculation.
    b. Proposed trail and park plan (w/public easements noted for trail use)
    c. Open space areas to be protected.
    d. Visitor parking locations within the proposed development and outside of the community recreation center area.
    e. Areas where retaining walls are proposed.
    f. Final landscaping plan.
    g. Stormwater detention and/or retention locations and design.
    h. Proposed streetlights – fixtures, color temperature, and location.

**Staff Recommendation**

Staff recommends that the Planning Commission review the proposed subdivision, discuss the issues as outlined, and provide input and direction. Based upon the Applicant's original submittal, and revisions per input from this meeting, additional items for review and analysis will be completed by the Town Engineer and Town Planner. The attached Exhibit includes the Town Council minutes from the originally approved Preliminary Plat on December 8, 2016.

**Exhibit A**
**Town Council Meeting Minutes from December 8, 2016 for the Preliminary Plat**

(see following pages)

# TOWN COUNCIL MEETING MINUTES

## December 8, 2016

**1. Call to Order and Pledge of Allegiance**

Mayor Pro Temp Dean Heavrin called to order the meeting of the Town Council of the Town of Hideout at 3:35 p.m. on December 8, 2016 at 10860 North Hideout Trail, Hideout, Utah and led the Pledge of Allegiance.

**2. Roll Call**

The mayor pro-temp conducted a roll call. The following Council Members were present:

Dean Heavrin
Hanz Johansson
Cyndie Neel

Absent: Mayor Martino
Doug Egerton
Jim Wahl

Also attending: Town Clerk - Lynette Hallam, Kent Cuillard – Public Works, Nate Brockbank, Bart Caton, Natalie Dean, Cyndee Donaher, David Erichsen, Paul Linford, Mike McGlauflin, Ron Phillips, Will Pratt, Mike Stewart and Dennis VandenAkker

**3. MINUTES - Consideration and Approval of Minutes for Regular Meeting of October 13, 2016**

*Cyndie Neel motioned to approve the minutes for the regular meeting of October 13, 2016. Hanz Johansson seconded the motion. The motion passed unanimously with affirmative votes from Councilors Johansson, Neel and Heavrin.*

**4. PUBLIC HEARING – Consideration and Possible Approval, Preliminary Plat for Shoreline Village**

Mike Stewart discussed the handout he had given to the council members; he discussed design imagery, character of the community and the site plan. Mr. Stewart detailed the expertise which has gone into coming up with plan working with topographical characteristics. In the green areas the natural growth will remain with the thistle being cleaned out. The Village Center will be on the west boundary and have a view of the lake and the mountains. Project includes live/work homes. There will be 6.7 miles of pedestrian-only trails.

Council Member Hanz Johansson noted that the meadow basin is wet. Mr. Stewart noted there is nothing being built in that area. Councilor Johansson asked if the trails connected with the State

Park. Mike Stewart said they do not at this point. Retention walls were discussed; Mr. Stewart mentioned they were trying to minimize them.

Councilor Cyndie Neel asked how many acres are included in the development. Mike Stewart said there are around 140 acres. David Erichsen said the density pod of the whole area is being worked as a Resort Village Medium Density; what Mr. Stewart's project which he is bringing in now is not the entire thing. It is required the whole area be master planned together which area is 166 acres. The density of the pod is 3.78 eru's/acre. The overall density of the RSPA is 1.5 eru's per acre; as density gets consumed, land gets consumed. 1.5 eru's will still maintain throughout.

Councilor Hanz Johansson asked if the development would need an exemption. Dave Erichsen said it would not and has been approved already three or four times. The density pod would run with that area and Shoreline Village will be phased over several years. Mr. Erichsen said the project would consume 590 ERU's.

Council Member Hanz Johansson broached the subject of parking. Mike Stewart pointed out the parking areas, including overflow parking. Council Member Cyndie Neel asked if that would be ample parking. Mr. Stewart felt it would be as far as the overall community. A one/two-bedroom unit would have 2½ stalls per home.

David Erichsen asked about the time frames for the project. Mike Stewart replied it was market driven, but they were hoping to break ground on some of the infrastructure in the spring.

Mayor Pro-temp Heavrin inquired about the HOA. Mr. Stewart said it would be separate from Rustler but under the umbrella of the master HOA; each pod would have its own individual HOA under the master HOA.

Mike Stewart commented there was no guest parking put in Rustler. Councilor Johansson commented the driveways in Rustler are too short.

Mayor Pro-temp Heavrin asked where the developer would start. Mr. Stewart they would probably start where you come in and work west. Each pod will be a phase; two or three pods may be going at the same time. It was pointed out the contractors would come in the back way not through Hideout Canyon.

Mayor Pro-temp Heavrin opened the public comment portion of the meeting.

Cyndee Donaher asked about access off of SR248. Mayor Pro-temp Heavrin stated UDOT will not give any more accesses from SR248. Dave Erichsen pointed out the Town wants to push out on Longview Drive to Ross Creek; there is some activity with other property owners. The goal is to work out completion of the road to Ross Creek before the congestion comes in.

Ms. Donaher inquired if the trails along the roads are paved. Mike Stewart replied along the roads, the paseos would be road base at the minimum.

Dennis VandenAkker asked who would maintain the road from Ross Creek. Mayor Pro-temp Heavrin said the Town will plow what they can; it will have to be worked out. David Erichsen stated the Town is not going to take on the burden of the construction access.

Nate Brockbank asked how the density works. Will the developer deed over the open space? David Erichsen explained the property is zoned RSPA there is an approximate acreage of 1300 acres with 1900 ERU's; the ERU's for this development will pulled out of that pool. Council Member Johansson asked if there is a map of the RSPA zone. Mr. Erichsen indicated there is a delineation and overall designation of the RSPA.

Mr. Brockbank expressed concern about putting 700 people on a roadbase and dirt road. David Erichsen commented worst case scenario would put the commuters on Reflection Lane. It is hard to build a road without property owners and their preferences for development. Mr. Erichsen preferred to look for alternate solutions.

Nate Brockbank discussed the concerns voiced over their project including decreasing values of existing homes and roads. Mayor Pro-temp Heavrin said their project put too much density in a small area. There was further discussion.

Paul Linford asked how many units per acre in this project; David Erichsen replied on the land imprint it is on, it is 4.46. Mr. Brockbank reiterated his concerns about traffic and suggested a traffic study. Mike Stewart reported the Montage development has 1000 homes and only one access; the roads are sufficient. Mr. Stewart stated their goal is to get access off SR248. Town can pave that road because it is in the Town.

Cyndee Donaher asked if they couldn't work with UDOT. Mayor Pro-temp Heavrin declared the Town has worked with them, and UDOT is not too cooperative. David Erichsen added UDOT requires the traffic load to increase substantially, and then they respond. Until warranted, UDOT will not address the issue. Councilor Johansson asked if the Town could require the road be paved as part of the project. David Erichsen reminded this is just the preliminary plat. As finals come in and if the road is not done, the Town could possibly require completion of the paved road. As other property owners develop, they may want a different alignment. Council Member Johansson suggested the Town should have a Master Plan. Mr. Erichsen said that could be looked at in the future. It would be better for developers to decide where they want sewer and water and where the roads should be.

Ron Phillips from Jordanelle Special Service District (JSSD) stated he was at the meeting to have a dialogue about water rights. Mr. Phillips said Hideout doesn't have enough water with JSSD for all of this development. Hideout has 150 acre feet of wholesale water; as of now the Town has about 40 acre feet of 150 already being used. The Town also has reserved 103 acre feet beyond that which a water reservation fee is paid. There are not enough water rights for this size of development. Mr. Phillips recommended the Town begin a dialogue about developers obtaining water rights to be turned over to the Town or JSSD. Mr. Phillips gave the Council a chart of the development path which could be followed; and he encouraged negotiation concerning water rights early in the development process. David Erichsen countered that Hideout has its own water company and its own water engineer who would need to be involved with discussions with JSSD. There are other options. Councilor Cyndie Neel questioned why the Town can get no more water after the reserve is used. Ron Phillips answered that water rights law is very complex. The legal issue of providing water rights is critical.

David Erichsen indicated Steve Jacobsen, the Town's water engineer, has expressed the water rights are adequate. Mr. Erichsen said the water will be proofed up before final plat is granted.

Council Member Hanz Johansson asked if approval could be given for preliminary plat with caveats that water and roads be given more consideration before final.

Dennis VandenAkker asked if there is enough sewer available. Ron Phillips stated certain things have to happen. Nate Brockbank declared they are paying to bring the sewer line to the dam and other developers should help. Mike Stewart stated original developments were bonded and have paid into it for over ten years.

Ron Phillips stated the line off the dam is scheduled to be built in 2023 with impact fees. If developers want to develop before then, they are welcome to get together and cooperate and put up the money to build that earlier and be paid back out of impact fees. Dave Erichsen declared the issues need to be addressed through the Town's contract with JSSD.

Council Member Cyndee Neel voiced her opinion that more information is needed before approval. Dave Erichsen advised the Council could approve the preliminary plan Mike Stewart has brought to the Council and to approve the density pod.

Town Clerk Lynette Hallam opined that the preliminary plat could be approved with conditions attached which would have to be addressed before final plat was granted. The conditions needed were discussed including water, sewer and a second road access. The finals will come in in phases – not the whole project.

Ron Phillips commented one issue with the access road was that JSSD owns property by the Ross Creek pump station. Dave Erichsen pointed out the pump station is under the jurisdiction of Hideout Town. Mr. Erichsen further stated if Longview Drive is moved it would possibly go through JSSD property. There is a pretty wide easement through some of the property. Would have to get cooperation of current landowners to get the best alignment and best grade. Nate Brockbank stated they are pretty close to agreement with the Town concerning their development; they have JSSD's property under contract and anticipate buying that in February.

Cyndee Donaher mentioned the trails committee is working with the Bureau of Reclamation and State Park concerning trails. Has the developer worked with the Bureau and looked at the impact on wildlife, watersheds, etc.? Has there been an environmental analysis? Mike Stewart replied an environmental analysis is not required by the Town Code. They have walked the property and it is primarily scrub oak and sage brush. Natalie Dean pointed out the development is abutting the State Park.

Dave Erichsen regarding roads, everybody is waiting. Councilor Cyndie Neel said her biggest concern is the availability of water. Dave Erichsen assured the developer cannot get a final plat without proving the water is there.

Mayor pro-temp Dean Heavrin closed the public hearing.

*Council Member Hanz Johansson motioned to approve the preliminary plat for Shoreline Village with the following conditions: road access to 248 is to be resolved and water and sewer rights must be confirmed. Council member Cyndie Neel seconded the motion. Motion passed unanimously with affirmative votes from Councilors Johansson, Neel and Heavrin.*

*Councilor Cyndie Neel made the motion to accept the Resort Village Medium Density zoning. Councilor Hanz Johansson seconded said motion. Council Members Johansson, Neel and Heavrin voted "aye" and the motion passed unanimously.*

**5. RESOLUTION – Consideration and Possible Approval of #16-002 TOWN OF HIDEOUT FEE & RATE RESOLUTION**

Town Clerk stated all the changes included in the Resolution had been previously approved individually. This action is to update the Fee & Rate Resolution to include those changes.

*Council Member Cyndie Neel motioned to approve #16-002 – Town of Hideout Fee & Rate Resolution. Council Member Hanz Johansson seconded the motion. Motion passed with a unanimous vote from Councilors Johansson, Neel and Heavrin.*

**6. DISCUSSION ITEM – Discussion of an Ordinance Required Regarding Backflow Prevention**

Town Clerk Hallam explained this is an ordinance required by the Environmental Protection Agency. The actual ordinance will be on next month's agenda. The ordinance will require that once a year the residents will need to have someone come in and inspect the backflow device. The Town can't have anything to do with it other than letting the homeowners know who would be available to do the inspections. The average cost is $35-$85. The resident has to let the Town know. If it is not done after three notifications by the Town, the Town will turn the water off. The time each year the test is required could be included in the ordinance. There is a possibility the HOA could be involved in getting this done.

**7. DISCUSSION ITEM – Discussion of Possibility of Plowing Road to Ross Creek**

Council Member Hanz Johansson wondered if it would be possible to plow the snow off the 1660 feet of paved road to the Ross Creek State Park which would allow the State Park personnel to plow the parking lot. Kent Cuillard stated he had talked to Mr. Carlson over maintenance and had been told there was no plans to plow the parking lot. There are signs saying the park is closed for the season. Councilor Johansson said he had talked to Laurie Bacchus and Jason Whittaker who said they were open to the idea. There were concerns about Todd Hollow people may use it for parking, Councilor Neel indicated Todd Hollow has added more parking spaces. Mr. Cuillard stated he plowed to the pump station and has been plowing this year and last year. The road gets plowed when there is time to do so.

**8. CONSIDERATION & APPROVAL OF BILLS TO BE PAID – Approval of Payment of December, 2016 Bills and ratify payment of November, 2016 bills**

*Council Member Cyndie Neel made the motion to approve the December, 2016 bills and ratify the payment of the November, 2016 bills. Council Member Johansson seconded the motion. The motion passed unanimously with affirmative votes from Councilors Johansson, Neel and Heavrin.*

**9. Review Financial Statements, If Needed**

No discussion.

**10. Public Input**

Natalie Dean said she wanted to report the progress of the Hideout Trails Committee, about Hideout Jordanelle Trails at Ross Creek Phase 1. Originally the committee made a proposal for ten miles of back country single track trails. The proposal was revised for three miles of trails and resubmitted it to the US Bureau of Reclamation (USBR) in July. It was designed to align with Jordanelle Resource Management Plan. The committee was awarded a $17,000 grant through the Regional Trails Program on September 26, 2016. USBR authorized construction to begin on November 3, 2016. Trail construction took place from November 7th through November 16th; the entire trail network was cut by Hans Johansson using the State Park's trail machine. There was a public trail work day on November 13th. The work has concluded for the 2016 season and expected to resume in the spring of 2017. A formal ribbon cutting will be held at completion.

**11. Adjournment**

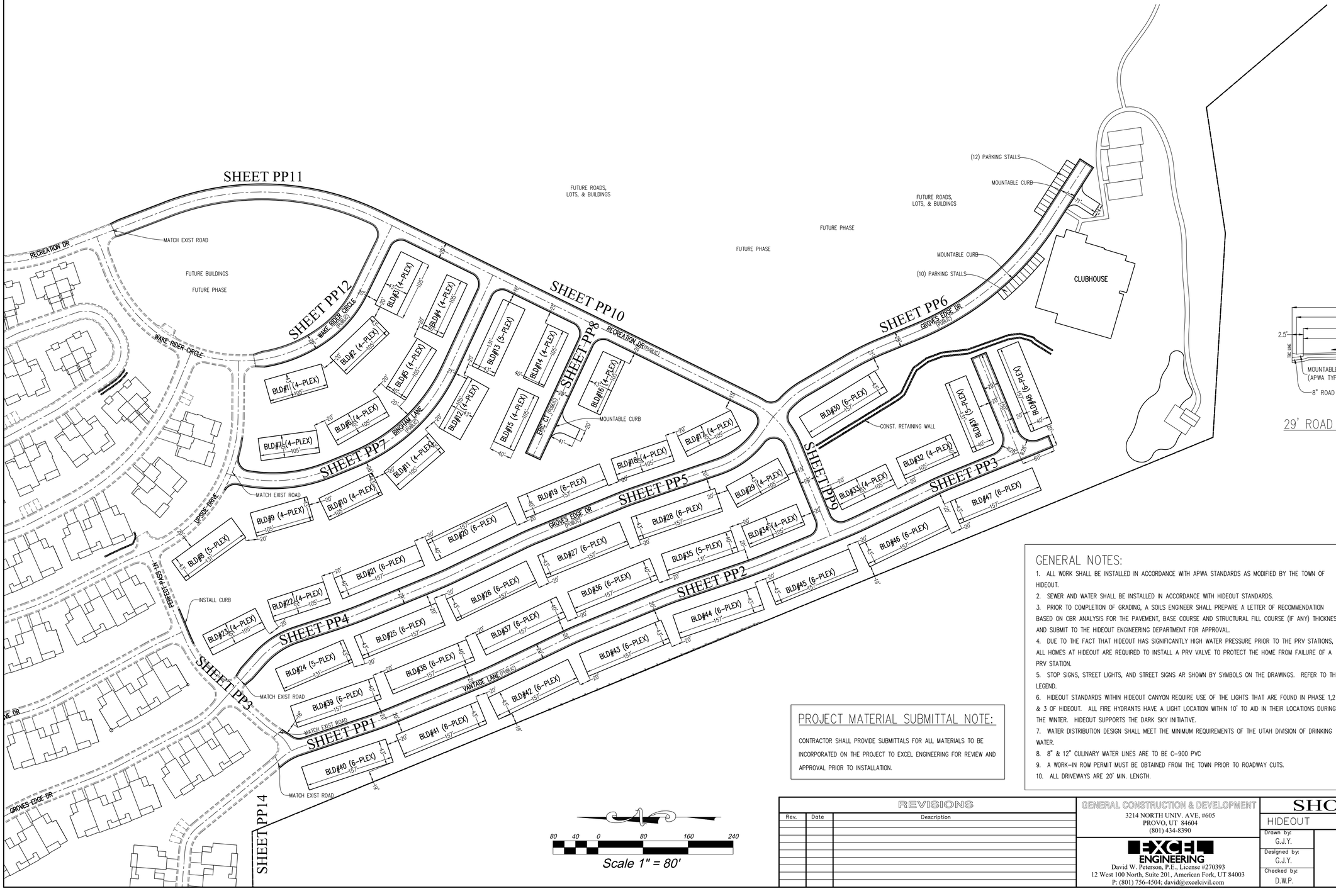
*Council Member Hanz Johansson made the motion to adjourn the Hideout Town Council Meeting. Council Member Cyndie Neel seconded the motion.*

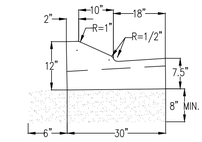
The meeting adjourned at 5:15 p.m.

_____
Lynette Hallam, Town Clerk

Approved: 1/12/17

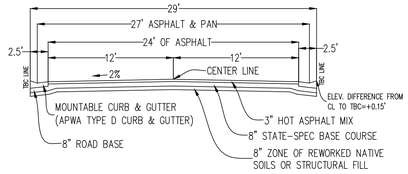
# SHORELINE - PHASE 4




MOUNTABLE CURB & GUTTER

SCALE: NTS




29' ROAD CROSS SECTION – PUBLIC STREET

SCALE: NTS

## SHEET INDEX



## GENERAL NOTES:

1. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH APWA STANDARDS AS MODIFIED BY THE TOWN OF HIDEOUT.
2. SEWER AND WATER SHALL BE INSTALLED IN ACCORDANCE WITH HIDEOUT STANDARDS.
3. PRIOR TO COMPLETION OF GRADING, A SOILS ENGINEER SHALL PREPARE A LETTER OF RECOMMENDATION BASED ON CBR ANALYSIS FOR THE PAVEMENT, BASE COURSE AND STRUCTURAL FILL COURSE (IF ANY) THICKNESS AND SUBMIT TO THE HIDEOUT ENGINEERING DEPARTMENT FOR APPROVAL.
4. DUE TO THE FACT THAT HIDEOUT HAS SIGNIFICANTLY HIGH WATER PRESSURE PRIOR TO THE PRV STATIONS, ALL HOMES AT HIDEOUT ARE REQUIRED TO INSTALL A PRV VALVE TO PROTECT THE HOME FROM FAILURE OF A PRV STATION.
5. STOP SIGNS, STREET LIGHTS, AND STREET SIGNS AR SHOWN BY SYMBOLS ON THE DRAWINGS. REFER TO THE LEGEND.
6. HIDEOUT STANDARDS WITHIN HIDEOUT CANYON REQUIRE USE OF THE LIGHTS THAT ARE FOUND IN PHASE 1,2 & 3 OF HIDEOUT. ALL FIRE HYDRANTS HAVE A LIGHT LOCATION WITHIN 10' TO AID IN THEIR LOCATIONS DURING THE WINTER. HIDEOUT SUPPORTS THE DARK SKY INITIATIVE.
7. WATER DISTRIBUTION DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE UTAH DIVISION OF DRINKING WATER.
8. 8" & 12" CULINARY WATER LINES ARE TO BE C-900 PVC
9. A WORK-IN ROW PERMIT MUST BE OBTAINED FROM THE TOWN PRIOR TO ROADWAY CUTS.
10. ALL DRIVEWAYS ARE 20' MIN. LENGTH.

## PROJECT MATERIAL SUBMITTAL NOTE:

CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL MATERIALS TO BE INCORPORATED ON THE PROJECT TO EXCEL ENGINEERING FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

| REVISIONS | | |
|---|---|---|
| Rev. | Date | Description |
| | | |


GENERAL CONSTRUCTION & DEVELOPMENT
3214 NORTH UNIV. AVE, #605
PROVO, UT 84604
(801) 434-8390

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com


**SHORELINE PHASE 4**

HIDEOUT UTAH

| Drawn by: | Designed by: | Checked by: |
|---|---|---|
| G.J.Y. | G.J.Y. | D.W.P. |

COVER SHEET/ SITE PLAN

Scale: 1"=80'

Date: 07/12/24

C1


## PLANT SCHEDULE VILLAGE CENTER

| SYMBOL | BOTANICAL / COMMON NAME | CONT | CAL |
|---|---|---|---|
| **TREES** | | | |
| | ACER GRANDIDENTATUM / BIGTOOTH MAPLE | B&B | 2" CAL |
| | AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / SERVICEBERRY | B&B | 2" CAL |
| | POPULUS FREMONTII / FREMONT COTTONWOOD | B&B | 2" CAL |
| | POPULUS TREMULOIDES / QUAKING ASPEN | B&B | 6` HT MIN. |
| | PRUNUS VIRGINIANA 'CANADA RED' / CANADA RED CHOKECHERRY | B&B | 2" CAL |
| | QUERCUS GAMBELII / GAMBEL OAK | B&B | 2" CAL |
| **EVERGREEN TREES** | | | |
| | ABIES LASIOCARPA / SUBALPINE FIR | B&B | 6` HT MIN. |
| | PICEA PUNGENS `GLAUCA` / BLUE COLORADO SPRUCE | B&B | 6` HT MIN. |

| SYMBOL | BOTANICAL / COMMON NAME |
|---|---|
| **GROUND COVERS** | |
| | ARTIFICIAL TURF - SEE SITE PLAN |
| | NATIVE SEED AREA |
| | PLANTING BED / CONTRACTOR INSTALLED |
| | PLAYGROUND SURFACING / CONTRACTOR INSTALLED |
| | POA PRATENSIS / KENTUCKY BLUEGRASS |
| | SPECIALTY CONCRETE / BY OWNER |

Scale: 1" = 40'-0"

0 20 40 80 120

blu line designs
planning | landscape architecture | design
8719 S. Sandy Parkway
Sandy, UT 84070
p 801.913.7994

CLIENT

# SHORELINE VILLAGE CENTER

ADDRESS
CITY

REVISIONS

| NO. | APPROVED | DESCRIPTION |
|---|---|---|

Stamp

| | |
|---|---|
| Designed By: | GD |
| Drawn By: | GD |
| Date: | 6/20/2024 |
| Checked By: | RD |
| Project No: | 24-102 |

Drawing Title

OVERALL LANDSCAPE PLAN

Drawing number

LP100


## PLANT SCHEDULE VILLAGE CENTER

| SYMBOL | BOTANICAL / COMMON NAME |
|---|---|
| **TREES** | |
| | ACER GRANDIDENTATUM / BIGTOOTH MAPLE |
| | AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / SERVICEBERRY |
| | POPULUS FREMONTII / FREMONT COTTONWOOD |
| | POPULUS TREMULOIDES / QUAKING ASPEN |
| | PRUNUS VIRGINIANA 'CANADA RED' / CANADA RED CHOKECHERRY |
| | QUERCUS GAMBELII / GAMBEL OAK |
| **EVERGREEN TREES** | |
| | ABIES LASIOCARPA / SUBALPINE FIR |
| | PICEA PUNGENS `GLAUCA` / BLUE COLORADO SPRUCE |
| **SYMBOL** | **BOTANICAL / COMMON NAME** |
| **SHRUBS** | |
| | AMELANCHIER ALNIFOLIA `REGENT` / REGENT SERVICEBERRY |
| | CORNUS SERICEA 'KELSEYI' / KELSEY'S DWARF RED TWIG DOGWOOD |
| | ERICAMERIA NAUSEOSA / RUBBER RABBITBRUSH |
| | MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE |
| | POTENTILLA FRUTICOSA 'HACHLISS' / BELLA BELLISSIMA™ BUSH CINQUEFOIL |
| | RHUS GLABRA 'CISMONTANA' / WESTERN SMOOTH SUMAC |
| | RIBES AUREUM / GOLDEN CURRANT |
| **ORNAMENTAL GRASSES** | |
| | FESTUCA X `SISKIYOU BLUE` / SISKIYOU BLUE FESCUE |
| **PERENNIALS** | |
| | COREOPSIS GRANDIFLORA / TICKSEED |
| | HEUCHERA X 'GEORGIA PEACH' / GEORGIA PEACH CORAL BELLS |
| | HEUCHERA X 'GREEN SPICE' / GREEN SPICE CORAL BELLS |
| | LUPINUS X 'GALLERY YELLOW' / GALLERY YELLOW LUPINE |
| | PENSTEMON X 'DARK TOWERS' / DARK TOWERS BEARDTONGUE |
| | SALVIA NEMOROSA 'MAY KNIGHT' / MEADOW SAGE |
| **SYMBOL** | **BOTANICAL / COMMON NAME** |
| **GROUND COVERS** | |
| | ARTIFICIAL TURF - SEE SITE PLAN |
| | NATIVE SEED AREA |
| | PLANTING BED / CONTRACTOR INSTALLED |
| | PLAYGROUND SURFACING / CONTRACTOR INSTALLED |
| | POA PRATENSIS / KENTUCKY BLUEGRASS |
| | SPECIALTY CONCRETE / BY OWNER |

Scale: 1" = 20'-0"

0 10 20 40 60

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planning | landscape architecture | design
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Sandy, UT 84070
p 801.913.7994

CLIENT

# SHORELINE VILLAGE CENTER

ADDRESS
CITY

REVISIONS

| NO. | APPROVAL | DESCRIPTION |
|---|---|---|

Stamp

| | |
|---|---|
| Designed By: | GD |
| Drawn By: | GD |
| Date: | 6/20/2024 |
| Checked By: | RD |
| Project No.: | 24-102 |

Drawing Title

LANDSCAPE PLAN ENLARGEMENT

Drawing number

LP401

| SYMBOL | BOTANICAL / COMMON NAME | CONT | CAL | QTY |
|---|---|---|---|---|
| TREES | | | | |
| | ABIES LASIOCARPA / SUBALPINE FIR | B&B | 6` HT MIN. | 64 |
| | ACER GRANDIDENTATUM / BIGTOOTH MAPLE | B&B | 2" CAL | 35 |
| | POPULUS FREMONTII / FREMONT COTTONWOOD | B&B | 2" CAL | 28 |
| | POPULUS TREMULOIDES / QUAKING ASPEN | B&B | 6` HT MIN. | 30 |
| | QUERCUS GAMBELII / GAMBEL OAK | B&B | 2" CAL | 42 |

| SYMBOL | BOTANICAL / COMMON NAME | CONT | QTY |
|---|---|---|---|
| GROUND COVERS | | | |
| | NATIVE SEED AREA | BED | 269,838 SF |
| | PLANTING BED / CONTRACTOR INSTALLED | BED | 4,688 SF |


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Sandy, UT 84070
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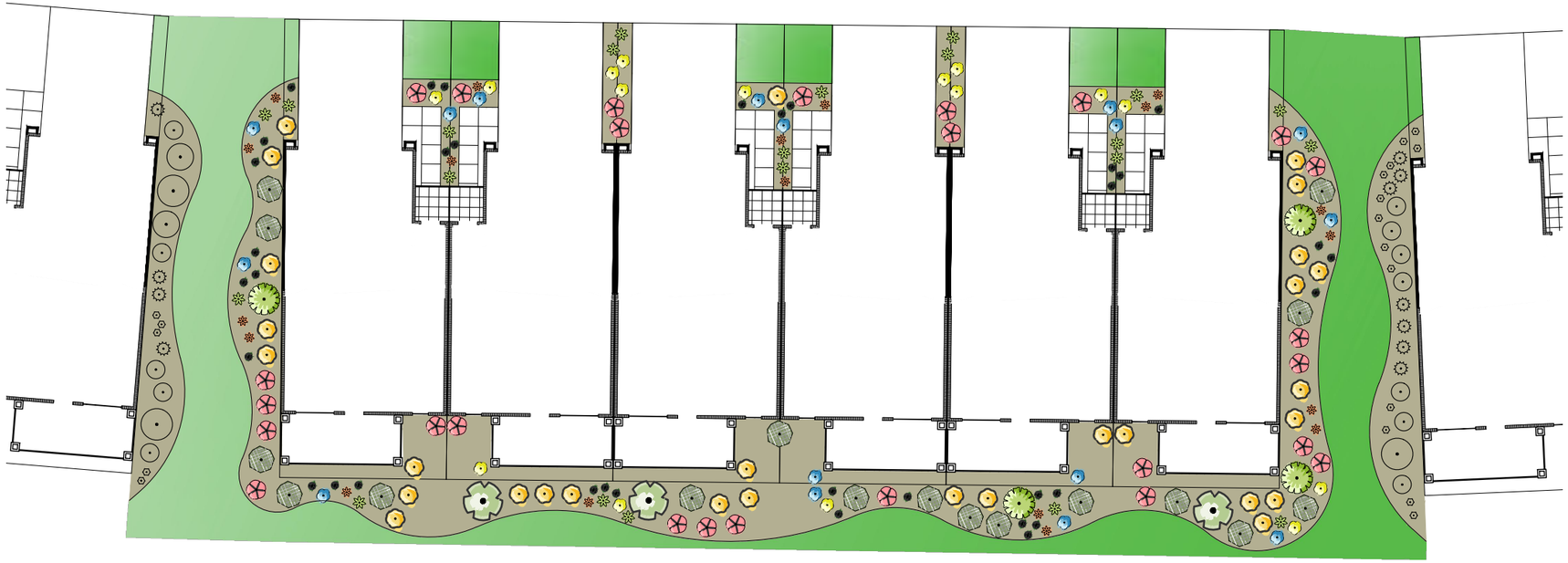
SHORELINE TOWNHOMES PHASE 4 | OVERALL LANDSCAPE PLAN

Scale: 1" = 60'-0"

0 30 60 120 180

## PLANT SCHEDULE TYPICAL

| SYMBOL | BOTANICAL / COMMON NAME | CONT | QTY |
|---|---|---|---|
| **SHRUBS** | | | |
| | AMELANCHIER ALNIFOLIA `REGENT` / REGENT SERVICEBERRY | 5 GAL | 3 |
| | ERICAMERIA NAUSEOSA / RUBBER RABBITBRUSH | 5 GAL | 29 |
| | MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE | 5 GAL | 17 |
| | POTENTILLA FRUTICOSA 'HACHLISS' / BELLA BELLISSIMA™ BUSH CINQUEFOIL | 5 GAL | 26 |
| | RHUS GLABRA 'CISMONTANA' / WESTERN SMOOTH SUMAC | 5 GAL | 4 |
| **ORNAMENTAL GRASSES** | | | |
| | FESTUCA IDAHOENSIS / IDAHO FESCUE | 1 GAL | 35 |
| **PERENNIALS** | | | |
| | HEUCHERA X 'GEORGIA PEACH' / GEORGIA PEACH CORAL BELLS | 1 GAL | 19 |
| | HEUCHERA X 'GREEN SPICE' / GREEN SPICE CORAL BELLS | 1 GAL | 22 |
| | LUPINUS X 'GALLERY BLUE' / DWARF BLUE LUPINE | 1 GAL | 16 |
| | LUPINUS X 'GALLERY YELLOW' / GALLERY YELLOW LUPINE | 1 GAL | 16 |



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Sandy, UT 84070
p 801.679.3157

SHORELINE TOWNHOMES PHASE 4 | TYPICAL LANDSCAPE PLAN

3.26.2024

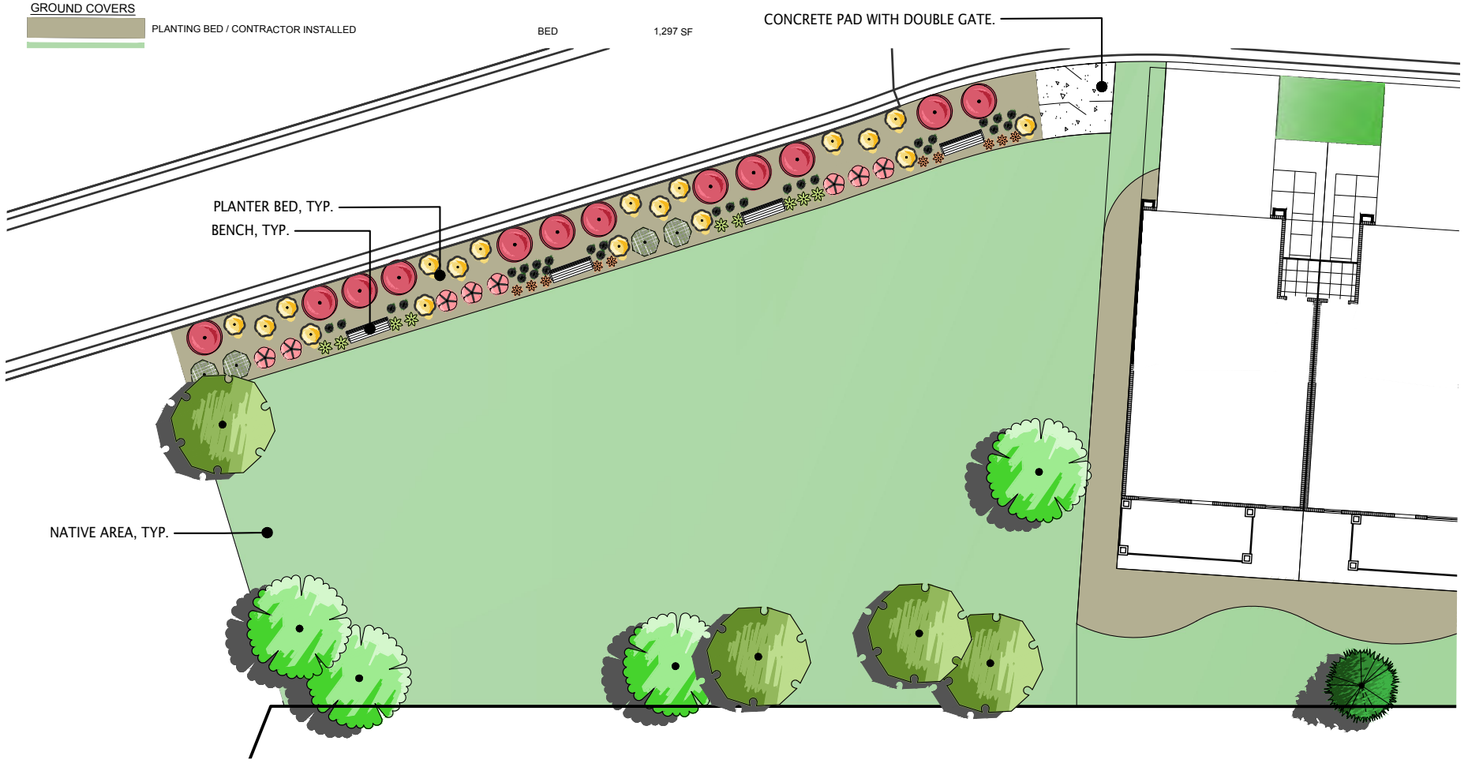
0 5 10 20 30

# PLANT SCHEDULE DOG PARK

| SYMBOL | BOTANICAL / COMMON NAME | CONT | CAL | QTY |
|---|---|---|---|---|
| **TREES** | | | | |
| | POPULUS TREMULOIDES / QUAKING ASPEN | B&B | 6` HT MIN. | 4 |
| | QUERCUS GAMBELII / GAMBEL OAK | B&B | 2" CAL | 4 |

| SYMBOL | BOTANICAL / COMMON NAME | CONT | QTY |
|---|---|---|---|
| **SHRUBS** | | | |
| | CORNUS SERICEA 'BAILADELINE' / FIREDANCE™ RED TWIG DOGWOOD | 5 GAL | 12 |
| | ERICAMERIA NAUSEOSA / RUBBER RABBITBRUSH | 5 GAL | 18 |
| | MAHONIA AQUIFOLIUM 'COMPACTA' / COMPACT OREGON GRAPE | 5 GAL | 4 |
| | POTENTILLA FRUTICOSA 'HACHLISS' / BELLA BELLISSIMA™ BUSH CINQUEFOIL | 5 GAL | 8 |
| **ORNAMENTAL GRASSES** | | | |
| | FESTUCA IDAHOENSIS / IDAHO FESCUE | 1 GAL | 28 |
| **PERENNIALS** | | | |
| | HEUCHERA X 'GEORGIA PEACH' / GEORGIA PEACH CORAL BELLS | 1 GAL | 10 |
| | HEUCHERA X 'GREEN SPICE' / GREEN SPICE CORAL BELLS | 1 GAL | 9 |

| SYMBOL | BOTANICAL / COMMON NAME | QTY |
|---|---|---|
| **GROUND COVERS** | | |
| | PLANTING BED / CONTRACTOR INSTALLED | 1,297 SF |



**File Attachments for Item:**

2. Discussion and possible recommendation to Hideout Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8182 and 00-0020-8184 (the “Elk Horn Springs” Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 6 (R6), Residential 20 (R20), and Natural Preservation (NP)

INTEGRATED planning & design

# Staff Report for Rezoning Request and Plan Review – Elk Horn Springs

To: Chairman Tony Matyszczyk
Town of Hideout Planning Commission

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

Re: Elk Horn Springs Re-Zone Request for the Salzman Property

Date: Prepared for the August 15, 2024 Planning Commission Meeting

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*Submittals:* *Rezone Application with associated documents including the updated Concept Plan (via email on July 25, 2024) and a Rezone Plan dated August 9, 2024*

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**Introduction and Background**

The Planning Commission approved a Concept Plan, with recommended revisions, for the Elk Horn Springs development (located on the +/-70-acre Salzman property) on July 18, 2024. The current proposal is a request to rezone the property with a proposed Development Agreement.

Once the rezoning request has been approved by both the Planning Commission and the Town Council, the next step in the process is typically preliminary and final subdivision review with the Planning Commission and Town Council, however, given the Applicant's tight contractual timeline with the Salzman family, the Applicant has simultaneously submitted the preliminary subdivision for review (based on the revisions made to the Concept Plan). While the Planning Commission and Town Council cannot approve a preliminary (or final) subdivision application until after the Town Council has adopted the new zoning designations, the Planning Commission can provide review and input conditioned upon the rezone request being formally adopted by the Town Council.

The proposed rezone generally requests the following:

- The site is proposed to be a mix of zoning districts (all from the New Town Code):
  - Neighborhood Mixed Use (NMU) – for the commercial area and townhomes at the lower part of the mountain/the entrance to the development
  - Residential 20 (R20) – for the proposed townhomes and small lots
  - Residential 6 (R6) – for the proposed +/- quarter acre lots on the upper part of the mountain
  - Natural Preservation (NP) – for the open space and parkland

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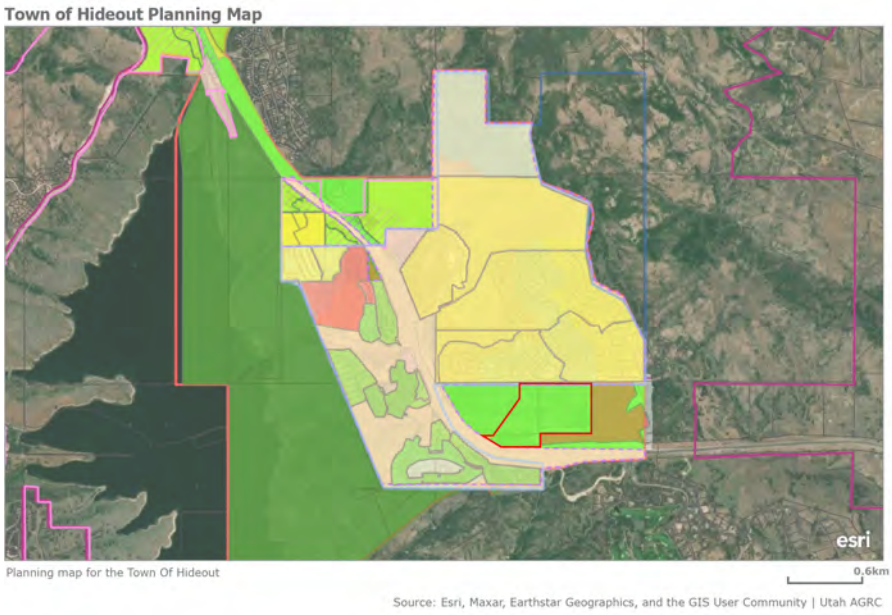
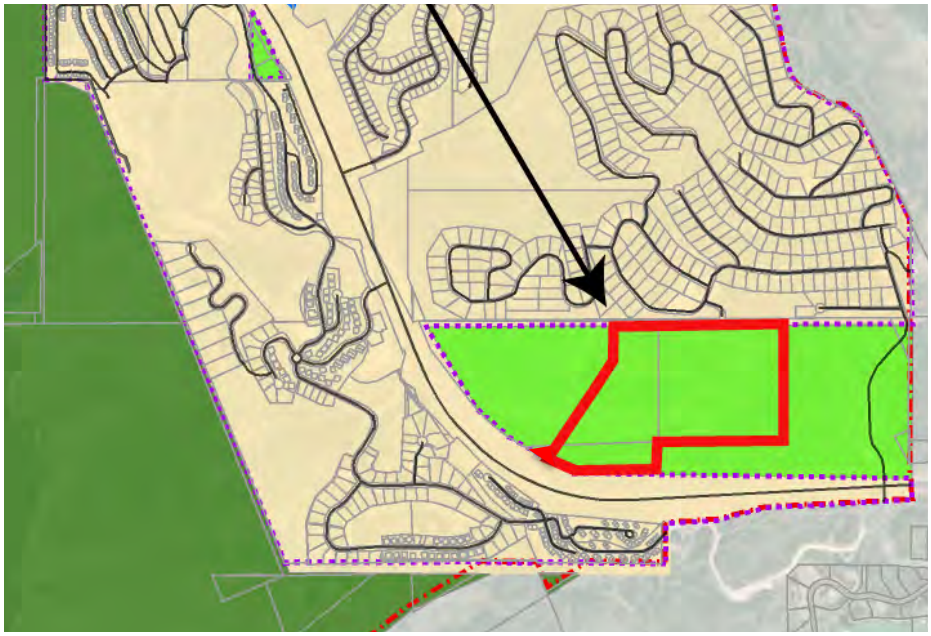
**Site Location** (proposed site in red outline)




**Portion of Site Proposed for Rezoning Classification**



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**Existing Site Characteristics**

Total Acres of Site: +/-70 Acres

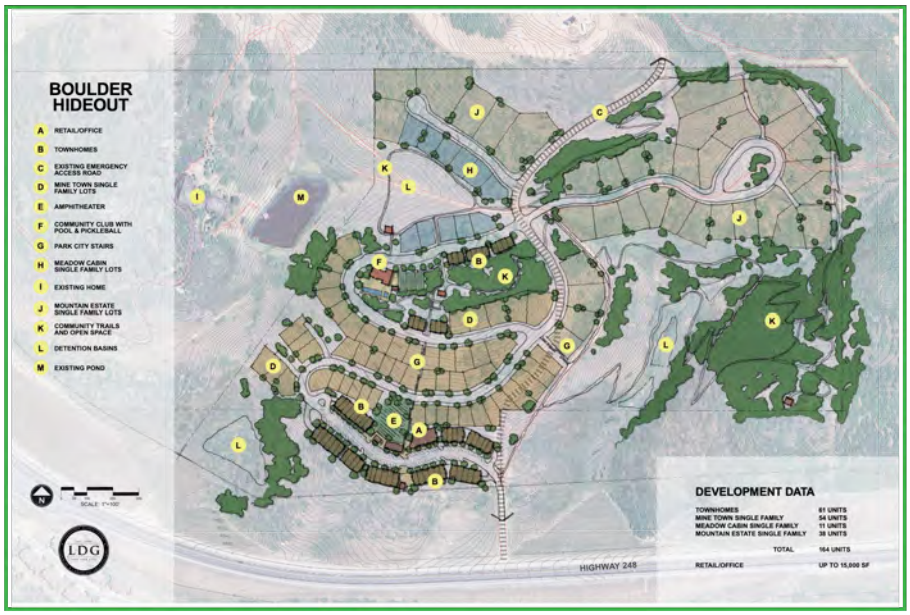
Current Zoning: Mountain (M) (per the Former Town Code)

Allowed Density: One (1) unit per acre, or approximately 45 units after road infrastructure is built and steep slopes preserved

**Concept Density:** +/-164 units primarily concentrated on the +/-70 acres that make up the eastern part of the site. 15,000 – 20,000 SF of neighborhood commercial space is also proposed. The units are generally designated for the following use or housing types:

- Neighborhood Commercial: 15,000 - 20,000 SF
- Townhomes: 61 units
- Single-Family Lots: 54 lots
- Cabin Single-Family Units: 11 lots
- Mountain Estate Single-Family Units: 38 lots

**Elk Horn Springs Concept Plan (prior to the updates per PC input on 7/18)**



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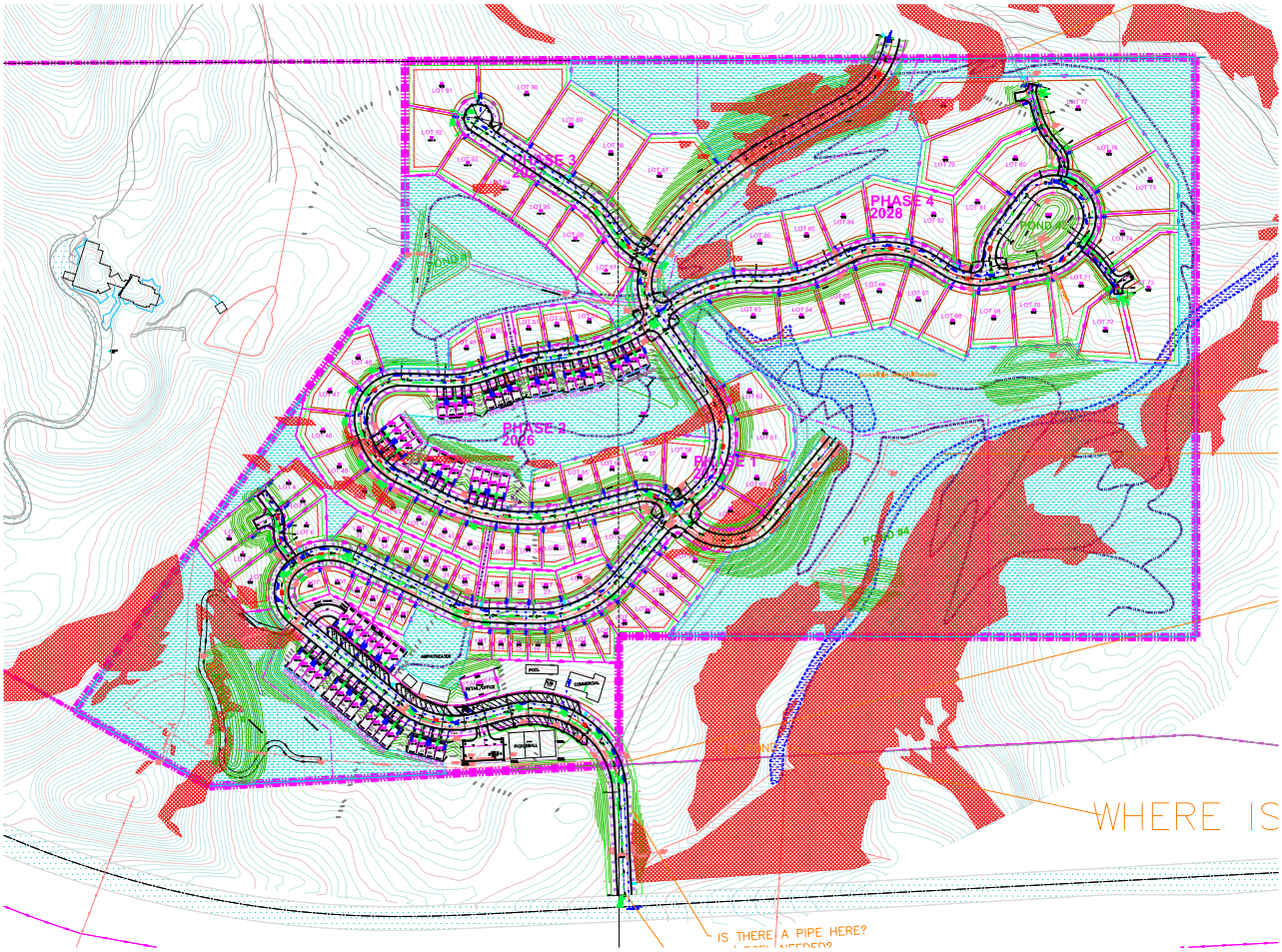
**Elk Horn Springs Concept Plan (updated per Planning Commission input on 7/18)**

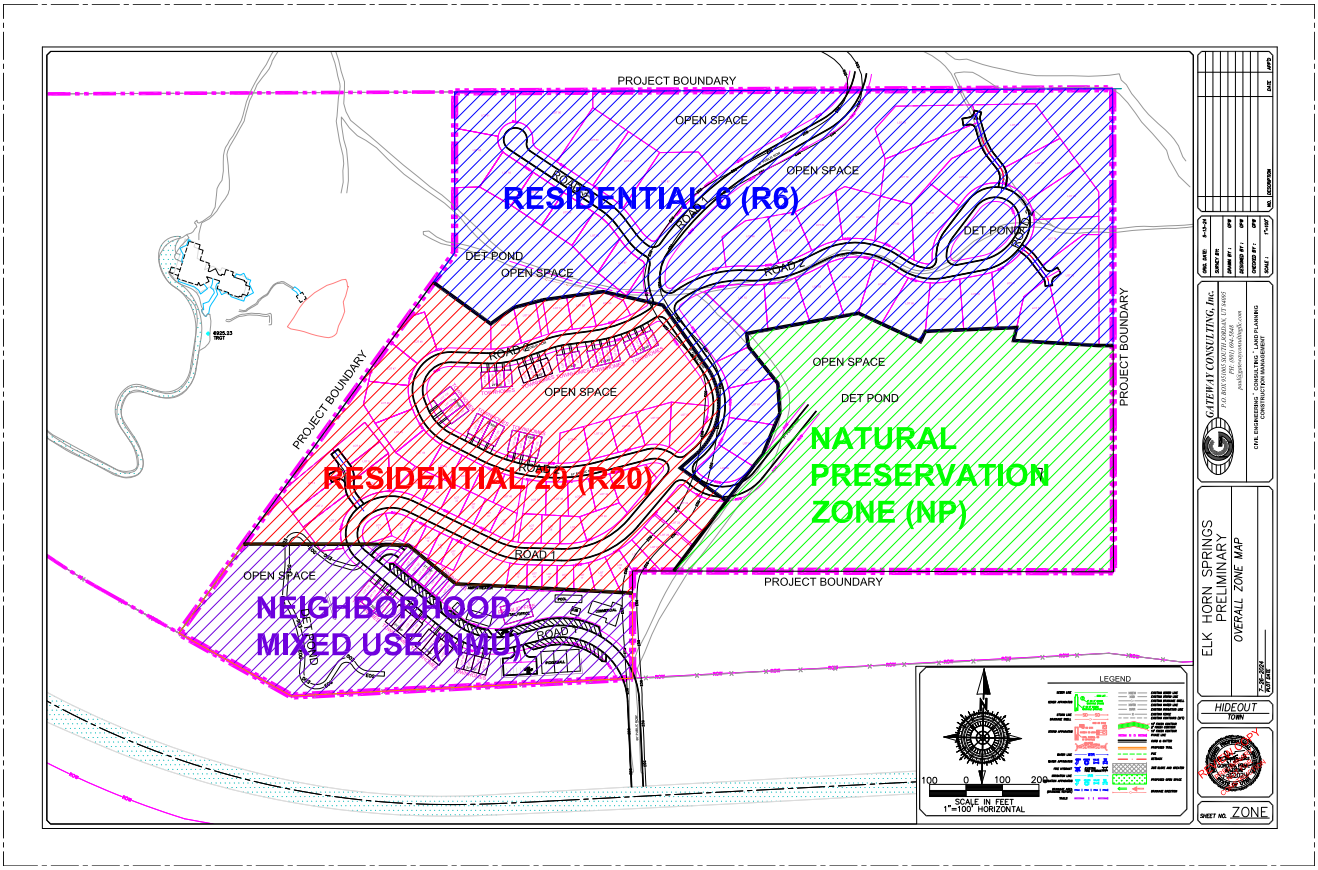



**Preliminary Subdivision**

The preliminary subdivision layout above is based on the Concept Plan that was submitted to the Planning Commission in July and includes the Commission's recommendations to move the community/recreation center down to the commercial area, expand the park area near the commercial area, and move some townhomes up to where the community/recreation center was previously located. This is presented for input only and cannot be approved prior to the Town Council review and adoption of the proposed rezone request which is outlined below.

integrated planning & design

**Plan to Illustrate Requested Zoning Designations**




**Proposed Zoning Designations**

The Applicant proposes to rezone the property from Mountain (M), which allows one residential unit per acre to the following:

- Neighborhood Mixed Use (NMU) – mixed use, commercial and residential, allowance
- Residential 20 (R20) – residential development up to 20 units per acre for the townhouses and small lots (+/- 3,000 – 7,000SF)
- Residential 6 (R6) – residential development up to 6 units per acre for the medium size lots (8,000SF + lots)
- Natural Preservation Zone (NP) – for the proposed open space/park area and trails

**General Plan Analysis**

Zoning requests can have significant impacts on the community. As such, they must conform to the 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:

### preserve outstanding views

#### 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.

### cultivate an inviting neighborhood atmosphere

#### 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.

### build a connected community

#### 2.1.3 To Build a Connected Community,

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

**2019 General Plan's Land Use Goals**

### 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 Planning Commission must review the Town of Hideout's General Plan and determine if the proposed rezone request meets the intent of the plan – open space, viewshed, neighborhood character and connectivity are part of the Vision Statements and Goals.

The proposal is to create a resort development with nightly rental units, many of which are proposed as fractional units, or timeshare units, which allow multiple entities or individuals to own a single unit. Within the resort, +/-20,000 square feet of commercial space, surrounding a park area is proposed, along with a community/recreation center. The proposal does include a mixed-use commercial component that will provide much needed retail and commercial amenities for the community.

**Planning Issues for Discussion**

- Short-Term Rental (< 30 days): Currently nightly rentals, a.k.a. short-term rentals (<30 days), are not permitted in the Town per the Zoning Ordinance. The Applicant is requesting that the entire development allow for nightly rentals – the proposal is to develop a new resort area in Hideout. Subject to the recommendation of the Planning Commission and adoption by the Town Council, the Applicants will include this formal rezoning request in their application. The MDA can clarify this allowance, or the extent of this allowance, based on the Planning Commission's recommendation and Town Council's approval for this proposed project.

- Phasing: The Applicant submitted a Phasing Plan (map) for the proposed development (see the proposed preliminary subdivision above). The Phasing Table/Timeline is included on the subdivision plan and indicates the following, an aggressive development schedule:

    - Phase 1: 2025
    - Phase 2: 2026
    - Phase 3: 2027
    - Phase 4: 2028

- Water Conveyance: Water must be conveyed to the Town at the time of recordation for each final subdivision pursuant to the Hideout Municipal Code (HMC). Does the Applicant currently have enough water rights for 164 residential units and +/-20,000 SF of commercial development?

- Road Maintenance
    - The Applicant must clarify that an HOA will be created, the roads will be private, and the HOA will be responsible for the maintenance of the roads throughout the resort.
    - The Applicant will need to coordinate with Mustang Development who constructed the emergency access road that extends from the Golden Eagle neighborhood to SR248. This road must be maintained, and likely improved, if it is to be used by the resort and visitors, in

addition to the Golden Eagle residents. It appears the lower portion of this road, pursuant to the Concept Plan and the updated Preliminary Subdivision Plan, will be reconfigured. The Applicant shall provide the Planning Commissioners with an update regarding coordination with Mustang Development.

- The preliminary subdivision plan indicates four "detention ponds" scattered around the 70-acre site. The Applicant shall provide images of what these will look like upon completion, in terms of landscaping, etc. and provide the size (area) of each and the estimated depth.

- Clubhouse, Pool, and Indoor Pickleball Courts: The Applicant shall explain whether Hideout residents will be allowed to buy a membership to the recreational community center for the resort. If so, is there a limited allotment? What are the estimated annual/monthly costs?

- Open Space/Park Land Dedication: The Applicant proposes to dedicate a +/-15-acre site to the Town for trails, park, undisturbed open space, or other…future use TBD by the Town. The Applicant should explain the schedule for dedication of this property to the Town and to what extent access, parking, and trail construction will be completed prior to dedication.

- Community Impact Mitigation: Any rezone, or upzone that allows additional density and/or uses, will impact the community in a variety of ways – additional traffic, construction and noise, a greater amount of land disturbance and native landscape removal, loss of existing wildlife corridors, increased stormwater runoff downslope, etc. The Planning Commission must determine what measures are appropriate in terms of impact mitigation. The Planning Commission must take into consideration the increased density, the nightly rental and fractional ownership component, etc. While these allowances significantly increase the value of the project for the developer (a nightly rental allowance can increase the value of a unit by $100k - $200k: for 164 units as proposed, this would be a revenue/profit increase of between $16.4mn and $32.8mn), the impacts to the community are also significant. The Planning Commission must weigh the impacts with mitigation recommendations. The following have been discussed by the Planning Commission in the past regarding various proposed developments for this property:

    - Dedication of funds to the Town to construct a bridge over or tunnel under SR248 to connect the community across this asphalt divide. While a detailed estimate of costs has not been determined by the Town, either could cost between $2mn - $9mn. With the +/20,000 square feet of commercial and the community/recreation center, the need for a community connection is significant – many residents on the lakeside of SR248 could then easily access this area by foot or bike. Conversely, the resort population would be able to access the lake/State Park by foot or bike.
    - Entry signs for the Town of Hideout at the north and south entry points. The developer has committed funding as part of the Deer Springs development on the north side of Town, to construct a new entry sign for the Town. Given this development on the south side of Town, a similar or matching sign should be considered.

- Funds to cover soft (e.g., survey work, design, etc.) or hard costs (construction) for the proposed SR248 spine trail as recommended in the POST plan. Again, connectivity is one of the three components of the Town's Vision in the General Plan.

- Other opportunities might include:

  - Affordable or workforce housing units that could be built on the second floor of the the proposed commercial space allowing future employees in this commercial space to live within the Hideout community, while reducing traffic impacts associated with employees having to commute in from outside the community.
  - Contribution of funds for a new Town Hall or public works facility as the community continues to grow rapidly, thus outgrowing its current brick and mortar facilities.
  - Other input as recommended by the Planning Commission.

- Design Review Committee (DRC): A Design Review Committed should be established as part of the MDA that is similar to the DRC in place for Deer Springs and Lakeview. Design Guidelines should be included with the MDA.

- All other Zoning Ordinance requirements will remain in effect including: the protection of environmentally sensitive lands, preservation of wildlife corridors, preservation of existing landscape/vegetation, etc.

- Master Development Agreement (MDA): The Applicant provided a draft MDA that is attached as an exhibit. The Town Attorney, Town Planner, and Town Engineer are currently reviewing the details of this MDA as part of the rezone request. The Planning Commissioners should review this draft document and provide any input, recommendations for inclusion, questions or concerns, etc.

**Next Steps**

The Planning Commission should review the proposed rezone request and provide input to the Applicant. Before a final vote is determined, the Town Attorney, the Town Planner and the Applicant must finalize a Master Development Agreement (MDA) that clearly outlines the details of what is and is not allowed within the proposed master development, specifically the recommendations for mitigation of the proposed resort's community impacts, whether there are uses or area and bulk standards that will vary from the strict interpretation of the Town's zoning code requirements, and confirmation of any outstanding language that shall be included in the MDA. This application should be continued to the next meeting. Exhibit A includes the draft Master Development Agreement (MDA).

**Exhibit A**
**Draft Master Development Agreement**

(see following pages)

**WHEN RECORDED RETURN TO:**

Holmes Elkhorn Springs, LLC.
Attn: Eric K. Davenport
126 W. Sego Lily Drive, Suite 250
Sandy, UT 84070

**MASTER DEVELOPMENT AGREEMENT FOR ELKHORN SPRINGS COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT FOR ELKHORN SPRINGS COMMUNITY is made and entered as of the__ day of July, 2024, by and between the Town of Hideout, a political subdivision of the State of Utah, and Holmes Elkhorn Springs, a Utah limited liability company.

**RECITALS**

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

B. Developer will hereafter acquire, and be developing, the Property.

C. Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this MDA.

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

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

F. The parties acknowledge that Development of the Property pursuant to this MDA will result in planning and economic benefits to the Town and its residents by, among other things, requiring orderly Development of the Property, increasing property tax and other revenues to the

Town based on improvements to be constructed on the Property.

G. Development of the Property pursuant to this MDA will also result in benefits to Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

H. Developer and the Town have cooperated in the preparation of this MDA.

I. 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.

J. The parties understand and intend that this MDA is a "development agreement" as contemplated by Section10-9a-102 of the Utah Code Annot. (2019) and Section 10.03.501 of the Town's Vested Laws.

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**

I. **Incorporation of Recitals, Exhibits and Definitions.**

1.1 **Incorporation.** The foregoing Recitals and Exhibits "A" - "D" 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, Sections 10-9a-101, *et seq.* of the Utah Code Annot.

1.2.2. **Amphitheater** means the Amphitheater within the Project illustrated on Exhibit "A".

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 in accordance with approved plans.

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

1.2.6. **Community Clubhouse, Pool and Pickleball Courts** means the community clubhouse, pool and pickleball courts within the Project illustrated on Exhibit "A".

1.2.7. **Community Trails** means the community trails within the Project illustrated on Exhibit "A.

1.2.8. **Community Open Space** means the community open space within the Project illustrated on Exhibit "A.

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

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

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

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

1.2.13. **Design Guidelines** means those guidelines for the look, feel and specifications for the Residential Dwelling Units to be developed in the Project, including Landscape Design Guidelines, as specified in Exhibit "B"**.**

1.2.14. **Developer** means Holmes Elkhorn Springs, L.L.C., a Utah limited liability Company, and its assignees or transferees as permitted by this MDA.

1.2.15. **Development** means development, including construction of infrastructure,

Residential Dwelling Units, or other improvements on a portion of the Property, pursuant to an approved Development Application.

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

1.2.17. **Fire District** means the Wasatch County Fire District or any successor entity providing fire suppression and / or emergency response services to the Project.

1.2.18. **HOA** means a homeowners association to be created for the Project.

1.2.19. **Maximum Residential Dwelling Units** means the Development on the Property of up to one hundred seventy (170) Residential Dwelling Units.

1.2.20. **Maximum Retail/Office Space** means the Development on the Property of up to 15,000 square feet of Retail/Office Space.

1.2.21. **MDA** means this Master Development Agreement for Elkhorn Springs Community, including all of its Exhibits.

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

1.2.23. **Park City Stairs** mean those stairs within the Project illustrated on Exhibit "A".

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

1.2.25. **Property** means that approximately fifty-one to fifty-two (52-53) acres of real property to be acquired (and developed) by Developer, as more fully described in Exhibit "B" and excluding the approximately fifteen to sixteen (15-16) acres outlined in black marker in Exhibit "C".

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

1.2.27. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence on a single-family lot, or a Townhome on a townhome lot.

1.2.28. **Retail/Office Space** means a structure or portion thereof designed and intended for use as retail and/or office space.

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

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

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

1.2.32. **Townhomes** means multiple Residential Dwellings Units that share a common wall and are each located on a separate lot.

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

1. **Conditions.**

1.1. **Indemnification.** Developer agrees to indemnify the Town Parties against all claims, costs, damages, expenses, liabilities or other losses incurred by, or asserted against, the Town Parties which are related to, or arise from, any portion of the Property owned (at the time) by Developer and relating to the Development of the Project.

2. **Development of the Project.**

2.1. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Concept Plan and this MDA. Developer anticipates developing the Project in multiple phases. Developer has flexibility regarding the order in which phases are constructed.

2.2. **Maximum Residential Dwelling Units.** At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Dwelling Units as specified in and pursuant to this MDA.

2.3. **No Warranty About Using Units.** The Town does not warrant to Developer, or know, if it is possible to build the Maximum Residential Dwelling Units. Developer assumes all risk associated with the constraints that might limit density including, but not limited to, the City's Vested Laws and applicable provisions of the Town's Future Laws.

2.4. **Project Subject to CC&Rs.** Developer shall prepare CC&Rs for the Project consistent with the requirements of this MDA and the Town's Vested Laws. All duties and obligations of the HOA, as set forth in this MDA, must be incorporated into the CC&Rs. Before the CC&Rs are recorded, the Town shall have the right to review and approve the provisions of the CC&Rs which pertain to this MDA or the Town's Vested Laws.

2.5. **Utilities.** Developer shall be responsible, at Developer's sole cost and expense, to obtain and / or install all connections and other utility infrastructure necessary for the construction of Residential Dwelling Units and Retail/Office Space within the Project.

3. **Zoning and Vested Rights.**

3.1. **Zoning.** The Town will zone the Property as Mountain Zone, as defined in Town's Vested Laws, with a '"Planned Performance Development" designation.

3.2. **Short-Term Rentals (also known as Nightly Rentals)**. Notwithstanding anything to the contrary in the MDA, the Zoning Ordinance, the Town of Hideout's Code, the Town's Vested Laws, and the Town's Future Laws, the Short-Term Rental land use type, (also known as Nightly Rentals), is, and will be, permitted in all portions of the Project on the Property, including in all phases of the Project on the Property. Short-term rentals are required to follow all ordinances and regulations of the Town of Hideout pertaining to short-term (nightly) rentals, including Ordinance #2022-0-5, (and any other applicable governmental ordinances, regulations and/or laws as amended from time to time). All Residential Dwelling Unit owners will be required to use one of two short-term rental (nightly rental) management companies selected by Developer and agreed to by the Town. The following criteria must be met for any and all short-term rentals (nightly rentals):

3.2.1. All requirements of Section 4.07 of the Hideout Muncipal Code must be met.

3.2.2. No Accessory Dwelling Units ("ADUs") may be used for a nightly rental.

3.2.3. All nightly rentals must be for a minimum period of two consecutive days; and this must be included on all advertising materials.

3.2.4. No more than six (6) unrelated persons may stay overnight in a single Residential Dwelling Unit at any one time; and this must be included on all advertising materials.

3.2.5. No more than two (2) automobiles are allowed to park on the property pertaining to the Residential Dwelling Unit at any time; and this must be included on all advertising materials.

3.2.6. All nightly rental contracts must include a copy of Hideout's trash, parking and noise ordinances and a "Good Neighbor Brochure" that summarizes these requirements and what is expected of the renter; and these documents must be clearly posted in the rental unit at all times.

3.2.7. The owner of the nightly rental Residential Dwelling Unit agrees to allow the Wasatch County Health Department or designee and the Wasatch Fire Department's designee to conduct an annual walk-through inspection of each rental Residential Dwelling Unit to ensure compliance with all Town health, safety and welfare requirements; and this review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated code violation complaints (by police, fire, or similar emergency management service) relative to a particular Residential Dwelling Unit within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

3.3. **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 Town and Developer intend that this MDA grant Developer all rights to develop the Project consistent with this MDA, the Town's Vested Laws and the Concept Plan, including the Development of up to one hundred seventy (170) Residential Dwelling Units and up to 15,000 square feet of Retail/Office Space, except as specifically provided herein. The Parties intend that the rights granted to Developer under this MDA are contractual, in addition to those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section10-9a-509 (2024) of the Utah Code Annot.

Therefore, to the maximum extent permissible under the laws of Utah and the United States and at equity, the Town hereby grants Developer all rights to develop the Project consistent with this MDA, the Town's Vested Laws and the Concept Plan, including the Development of up to one hundred seventy (170) Residential Dwelling Units and up to 15,000 square feet of Retail/Office Space, except as specifically provided herein. The rights granted to Developer under this MDA are contractual, in addition to those rights that exist under statute, common law and at

equity. This MDA grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section10-9a-509 (2024) of the Utah Code Annot.

3.4. **Bonus Density Qualification.** The Town acknowledges that the Project, upon compliance with the provisions of this MDA, has met the requirements of the Town's Vested Laws for the award of the maximum bonus density increase pursuant to Sections 11.06.114and11.07.131 of the Town's Vested Laws and therefore is vested for the Maximum Residential Dwelling Units subject to the terms of Section 3.2 of this MDA.

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

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

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

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

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

situated;

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

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

3.5.7. Compelling, Countervailing Interest. Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Section 10-9a-509(l)(a)(ii)(A) of the Utah Code Annot. (2024); or

3.5.8. Impact Fees. Any impact fees which are lawfully adopted pursuant to the laws of the State of Utah, and Developer waives the provisions of Section 11-36a-401(2) regarding the ninety (90) day waiting period after the impact fee enactment is approved by the Town; provided, however, that other than waiver set forth in this Section, Developer does not waive any rights to challenge the impact fees for any reason allowed pursuant to Chapter 11-36a of the Utah Code.

4. **Term of Agreement.** The term of this MDA shall be until December 31, 2042. This MDA shall also terminate automatically at Buildout and it is not transferable to any other properties. Notwithstanding any expiration of the term of this MDA, all obligations of the HOA for maintenance of Public Infrastructure, as provided herein or as further agreed to by the parties,

shall continue in perpetuity. Upon expiration of the term of this MDA, the Property shall be developed, if at all, pursuant to the Town's Future Laws.

5. **Processing of Development Applications.**

5.1. **No Pending Development Applications.** The parties acknowledge that, as of the date of this MDA, there are no pending Development Applications with respect to the Property or the Project.

5.2. **Submitting Development Applications.** Developer and any other Applicant shall submit Development Applications for improvements within the Project in the manner required under this MDA and the Town's Vested Laws (or, if applicable, the Town's Future Laws). The subdivision plat for any phase within the Project must, in addition to all other applicable requirements, be reviewed and signed by an authorized representative of the Fire District.

5.3. **Town Denial of a Development Application.** If the Town denies a Development Application, the Town shall provide a written determination advising the Applicant of the reasons for Denial, including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

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

5.5. **Mediation of Development Application Denials.**

5.5.1. Issues Subject to Mediation. Issues resulting from the Town's Denial of a Development Application that are not subject to arbitration provided in Section 5.6 (and its subsections), shall be mediated.

5.5.2. Mediation Process. If the Town and Applicant are unable to resolve a

disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the parties shall request that the mediator notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.6. **Arbitration of Development Application Objections.**

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

5.6.2. Mediation Required Before Arbitration. Prior to any arbitration, the parties shall first attempt mediation as specified in Section 5.5 (and its subsections).

5.6.3. Arbitration Process. If the Town and Applicant are unable to resolve an arbitrable issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question or another experienced arbitrator with relevant expertise or experience. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (I0) business days, appoint their own proposed expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days from appointment, or such other time as is reasonable under the circumstances, review the

positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties.

5.7. **Application Under Town's Future Laws.** Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this MDA. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Developer making subsequent Development Applications under the Town's Vested Laws where allowed by this MDA.

6. **Construction and Public Infrastructure.**

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

6.2. **Sewer Treatment and Sewer Conveyance.** The Parties acknowledge that sewer treatment facilities, sewer collection systems, and sewer pumping conveyance systems were planned, funded and constructed by JSSD through bonds which were paid through assessment to

properties including some properties within the Town. These sewer facilities did not account for the full needed capacity of the proposed units for the Project beyond those equivalent residential units ("ERU") associated with the parcels which did participate in the bond assessments. JSSD has established a sewer impact fee schedule for bonded ERUs and unbonded ERUs. Developer shall obtain from JSSD a "Will Serve Letter" addressed to the Town defining the amount of sewer impact fees associated with the Project to be collected by the Town for pass through to JSSD. The Will Serve Letter may also identify capital facility project(s) required by JSSD in order to provide sewer collection and treatment service for the Project. The Town must receive acknowledgment from JSSD that required conditions of this Section and the Will Serve Letter have been satisfied prior to approval of any Development Application for the Project.

6.3. **Culinary Water Distribution, Source Development and Treatment.** The Parties acknowledge that water sources, water treatment facilities, water storage and water conveyance systems were planned, funded and constructed by JSSD through bonds which were paid through assessment to properties including some properties within the Town. These water facilities did not account for the full needed capacity of the proposed units for the Project beyond those ERUs associated with the parcels which did participate in the bond assessments. JSSD has established a water impact fee schedule for bonded ERUs and unbonded ERUs. Developer shall obtain from JSSD a "Will Serve Letter" addressed to the Town defining the amount of water impact fees associated with the Project to be collected by the Town for pass through to JSSD. The Will Serve Letter may also identify capital facility project(s) required by JSSD in order to provide water source, water treatment, water storage and/or water conveyance systems for the Project. The Town must receive acknowledgment from JSSD that required conditions of this Section and the Will Serve Letter have been satisfied prior to approval of any Development Application for the Project.

6.4. **Water Rights.** The Parties acknowledge that the Town has an agreement with JSSD for a fixed number of water reservation rights which does not account for the total number of units proposed for the portion of the Project within the Town. Developer shall be responsible to provide JSSD with water rights sufficient for the indoor and outdoor water uses for the Project. Developer shall obtain in writing from JSSD acknowledgement that the Town shall receive this quantity of water represented by these water rights in addition to the contract amount of water delivery from JSSD prior to approval of any Development Application for the Project.

6.5. **Bonding.** If and to the extent required by the Town's Vested Laws or the Town's Future Laws (whichever is in force when a Development Application is submitted), unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Developer shall provide security for any completion of Public Infrastructure and such components of private infrastructure owned by the HOA which will be open to the public under this MDA. Developer shall provide such security in a form acceptable to the Town or as specified in the Town's Vested Laws or the Town's Future Laws (as applicable). Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws or the Town's Future Laws (as applicable).

6.6. **Clubhouse, Pool and Indoor Pickleball Facilities.** The Project will contain a clubhouse, pool and indoor pickleball court facility (collectively, the "**Facilities**"). Developer shall construct the Facilities in locations shown on the Concept Plan. ***[Developer is investigating the feasibility of having the Facilities open to a limited number of the members of the public through paid public memberships and fees; however, at this juncture, having the facilities open to the public, (even with such payments by members of the public,) does not appear to be feasible for multiple obvious and not so obvious reasons. Developer has placed the following language in this MDA for possible draft consideration purposes only, while Developer further explores the feasibility of having the Facilities open to a limited number of the member of the***

***public through paid memberships and fees.]*** The Facilities will be open to, and for the use of, a certain limited number of members of the public soley by way of a paid membership and other paid fees, as established by the HOA. At the time of the recordation of a plat containing any Facility of the Project, Developer shall, at the Town's election (a) dedicate the platted land for the Facilities to the Town or (b) dedicate such platted land for the Facilities to the HOA, subject to the right of entry and use by a certain limited number of members of the public solely by way of paid memberships and other paid fees, as established by the HOA. It is the intent of the parties hereto that the paid membership and other fees paid by a certain limited number of members of the public cover, at the very least, the entire costs, (including but not limited to maintenance, insurance, overhead, depreciation and other costs), of use of the Facilities by each such member of the public. Subject to the paid membership and fees paid by a certain limited number of members of the public and HOA dues and fees paid by unit owners, the HOA shall pay all costs and expenses associated with maintaining the Facilities, consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. Subject to the paid membership and fees paid by a certain limited number of members of the public and HOA dues and fees paid by unit owners, the HOA will also maintain insurance for the Facilities in the manner applicable under Utah law.

6.7. **Parks.** The Project will also contain an amphitheater, Park City stairs, open space and trails (collectively, the "**Parks**"). Developer shall construct the amphitheater, Park City stairs, open space and trails in locations shown on the Concept Plan. The Park City stairs and trails will be open to, and for the use of, the public. At the time of the recordation of a plat containing any Park of the Project, Developer shall, at the Town's election: (a) dedicate the platted land for the Parks to the Town; or (b) dedicate such platted land for the Parks to the HOA, subject to the right of entry and use by the public. The HOA shall bear all costs and expenses associated with maintaining

the Parks, consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. The HOA will also maintain insurance for the Parks in the manner applicable under Utah law.

6.8. **Public Streets in the Project.** Developer shall construct the streets in the Project to the standards specified in the Town's Code and as required by the Fire District, and shall dedicate the streets to the Town when and as such streets are substantially completed and accepted by the Town. Developer shall bear all costs and expenses associated with constructing the streets.

6.9. **Common Areas.** The HOA shall be responsible for all other common areas shown on the Concept Plan or required by the Town under this MDA or the Town's Vested Code or, if applicable, the Town's Future Code, in connection with a Development Application. The HOA will bear the cost of maintaining such common areas in a commercially reasonable manner.

7. **Model Homes.** The Town hereby authorizes Developer to construct any combination of product types chosen by Developer as "Model Homes", subject to the terms of this MDA, the Town's Vested Code, and the normal approval of such building plans. Developer acknowledges that certificates of occupancy for these homes will not be issued by the Town except as otherwise provided by the Town's Vested Code and this MDA.

8. **Design Guidelines.** All Residential Dwelling Units and other improvements constructed in the Project shall comply with the Design Guidelines, unless otherwise approved by the Council. Among other things, the Design Guidelines include example elevations. The example elevations illustrate the architectural look and feel the Design Guidelines are intended to create but may not be the specific design Developer constructs within the Project. All plans for Residential Dwelling Units in the Project will be substantially similar in quality and design from the example elevations included in the Design Guidelines unless otherwise approved by the Council. The Town shall have no obligation to issue a building permit or certificate of occupancy for any

Residential Dwelling Units or other improvements which do not comply with the Design Guidelines. When used in the Design Guidelines, the terms "should," "encouraged," "preferred," "appropriate," "discouraged," and other similar terms, may, at the Town's discretion, be enforced as mandatory or prohibitory (as applicable). From time to time, Developer may request that the Design Guidelines be updated or revised, but no such updates or revisions will be effective unless approved by the Council.

8.1. **HOA Responsibilities.** Before the plans for any Residential Dwelling Units or other improvements within the Project are submitted to the Town with an application for a building permit, the HOA's Design Review Committee **("Committee")** shall review such plans and certify to the Town that such plans comply with the Design Guidelines. The Committee shall consist of five (5) members and the Council shall have the right to appoint two (2) members of the Committee, who must be selected from the elected or appointed officials or officers of the Town. The Committee's certification of plans will be subject to confirmation by the Town.

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

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

9. **Default.**

9.1. **Periodic Review and Notice of Default.** The Town may conduct a review of this MDA annually to evaluate compliance with this MDA by Developer. In addition, either party may, when such party becomes aware of a default in the performance of the respective obligations hereunder, 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, ordinance, rule, regulation or provision of this MDA that is claimed to be in Default; 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. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 5.5. If the claimed Default is subject to Arbitration as provided in Section 5.6, then the parties shall follow such processes.

9.4. **Remedies.** If the parties are not able to resolve the Default by the dispute resolution provisions of Section 9.3, or if the Default is not subject to Arbitration, then the parties may have the following remedies, except as specifically limited in Section 9.8.:

9.4.1. 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.

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

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

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

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

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:**

Holmes Elkhorn Springs, LLC
Attn: Patrick H. Holmes
126 West Sego Lily Drive, Suite 250
Sandy, UT 84070
Email: patrick@holmeshomes.com

**To the Town:**

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

10.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

10.1.1. Hand Delivery. Its actual receipt, if delivered personally, or by courier service.

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

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

11. **Estoppel Certificate.** Upon twenty (20) days prior written request by the Town or Developer, then the other party will execute an estoppel certificate to any third party certifying that requesting party is not, at that time, in default of the terms of this MDA or identify a default which the responding party claims to exist.

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

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

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

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

14.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165),

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

14.3. **Notice.** If the Developer intends to assign this MDA in a manner that would require consent from the Town, 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.

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

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities under the MDA, then the assignee shall be responsible for the performance of each of the obligations specifically referenced in the assignment instrument. Upon the assignee's assumption of rights and obligations in any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned, but Developer shall remain responsible for the performance of any obligations that were not assigned. No assignment of any rights of Developer will be permitted with respect to a portion of the Project less than a complete phase, as shown on the Phasing Map attached as an exhibit to this MDA.

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

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

15. **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.

16. **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 affect.

17. **Force Maieure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA 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.

18. **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.

19. **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 Developer. The initial representative for the Town shall be Phil Rubin and the initial representative for Developer shall be Eric Davenport. 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.

20. **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 either party based on which party drafted any particular portion of this MDA.

21. **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.

22. **Venue.** Any action to enforce this MDA shall be brought only in a court located in Wasatch County, State of Utah.

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

24. **Recordation and Running with the Land.** This MDA shall be recorded against the Property prior commencement of any work related to Development of the Project. This MDA shall be deemed to run with the land. The data disk of the Town's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the Town Recorder and each party shall also have an identical copy.

25. **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 July __, 2024.

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

HOLMES ELKHORN SPRINGS, LLC,
By it General Manager Holmes Homes, Inc.

By: _____

Name: _____

Title: _____

Approved as to form:

_____
Town Attorney

TOWN OF HIDEOUT

By: _____

Name: Phil Rubin

Title: Mayor

Attest:

_____
Town Clerk

TOWN ACKNOWLEDGMENT

STATE OF UTAH )
:ss.
COUNTY OF WASATCH )

On the _____day of _____, 2024, personally appeared before me _____who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a Utah municipal corporation, and that said instrument was signed in behalf of the Town by authority of its governing body and said Mayor acknowledged to me that the Mayor executed the same.

_____

NOTARY PUBLIC

WESTERN ACKNOWLEDGMENT

STATE OF UTAH )
:ss.
COUNTY OF SALT LAKE )

On the _____day of _____, 2024, personally appeared before me _____who being by me duly sworn, did say that he is the _____ of Holmes Homes, Inc., the General Manager of Holmes Elkhorn Springs, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____

NOTARY PUBLIC

**EXHIBT "A"**

**Concept Plan**

(See Attachment)

**EXHIBT "B"**

**Design Guidelines**

(See Attachment)

**EXHIBT "C"**

**Excluded Acreage**

(See Attachment)

**EXHIBT "D"**

**The Towns Vested Laws**

**(See Attachment)**

**File Attachments for Item:**

3. Discussion and possible recommendation to Hideout Town Council regarding a Master Development Agreement (MDA) for the Elk Horn Springs Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals

**From:** Mario Fernandez
**To:** hideoututah
**Subject:** Caution: ExternalNightly rentals
**Date:** Wednesday, August 7, 2024 12:39:56 PM

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You don't often get email from Redacted Learn why this is important

In my experience any area that allows nightly rentals have a negative impact on property.
1 diminishes property value
2 stress the infrastructure and permanent neighbors
3 Areas with nightly rentals are insecure since you don't know who is renting and there is not a vetting prosses to do it.

Thanks
MF