



HIDEOUT, UTAH PLANNING COMMISSION SPECIAL MEETING AND PUBLIC HEARINGS

November 02, 2023

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold a Special Meeting and Public Hearing at 10860 N. Hideout Trail, Hideout, Utah for the purposes and at the times as described below on Thursday, November 02, 2023

All public meetings are available via ZOOM conference call and YouTube Live.

Interested parties may join by dialing in as follows:

Zoom Meeting URL: <https://zoom.us/j/4356594739>

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

Meeting ID: 435 659 4739

YouTube Live Channel: <https://www.youtube.com/channel/UCKdWnJad-WwvcAK75QjRb1w/>

Special Meeting and Public Hearings

6:00 PM

I. Call to Order

II. Roll Call

III. Public Hearings

1. [Discuss and possibly make a recommendation to Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8182 and 00-0020-8184 \(the "Bloom in Hideout" Development\) from Mountain \(M\) zone to Neighborhood Mixed Use \(NMU\), Residential 3 \(R3\), Residential 6 \(R6\), Mountain Residential \(MR\), and Natural Preservation \(NP\).](#)
2. [Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement \(MDA\) for the Bloom in Hideout Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals. Additionally, allowances for architecture and/or roof designs that are not currently allowed per the Town's current zoning ordinances may be included.](#)

IV. Meeting Adjournment

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

File Attachments for Item:

1. Discuss and possibly make a recommendation to Town Council regarding an amendment of the Official Town of Hideout Zoning Map to rezone parcels 00-0020-8182 and 00-0020-8184 (the “Bloom in Hideout” Development) from Mountain (M) zone to Neighborhood Mixed Use (NMU), Residential 3 (R3), Residential 6 (R6), Mountain Residential (MR), and Natural Preservation (NP).



Staff Report for The Bloom Public Hearing with Planning Commission – Plan Review, Rezoning Request and MDA

To: Chairman Tony Matyszczyk
Town of Hideout Planning Commission

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

Re: Bloom Re-Zone Request for the Salzman Property and
Master Development Agreement (MDA)

Date: Prepared for the November 2, 2023 Planning Commission Meeting

Submittals: Updated materials were submitted on October 5, 2023.

Background

- The Planning Commission approved a Concept Plan for the Bloom development (located on the eastern +/-72 acres of the total +/-112-acre Salzman property) on April 17, 2023.
- Overall, the Salzman property is 112 acres but the area which is being considered for development and for which a rezone is requested is +/-72 acres.
- This is an application to rezone the property accompanied by a Master Development Agreement (MDA).
- If the project is ultimately approved by the Planning Commission and Town Council, the next steps in the process (estimated Winter 2023 or Spring 2024) will be the submittal of preliminary and final subdivisions for review by the Planning Commission and Town Council.

The Applicants recognize there is much work to do to finalize the Master Development Agreement (MDA) and understand this process must continue simultaneously to any Town Council input. The Planning Commission cannot formally recommend the proposed rezoning map without a recommended MDA as well.

The proposed rezone is detailed as follows:

- The +/-40-acre site/parcel that surrounds the house is proposed will remain zoned Mountain (M) – minimum lot size of one acre for residential single-family use (this zoning classification is part of the Former Town Code).
 - **The Western 40-acre property is not part of this rezoning application.**
- The remainder of the site (+/- 72 acres) is proposed as a mix of zoning districts (all from the “New” Town Code):

- Neighborhood Mixed Use (NMU) – for the hotel and commercial area
- Residential 3 (R3) – for the proposed twelve (12) single-family detached units (maximum three per acre)
- Residential 6 (R6) – for the proposed eighty-four (84) townhomes and fifty-three (53) cabins (maximum six per acre)
 - **Possible newly proposed zone* – Residential Casita (RC) – for the proposed 50 cabins; formerly ‘casitas’ (maximum fifteen per acre)
 - This zoning designation may not be necessary given the Applicant’s updated application
- Natural Preservation (NP) – for the open space, parkland, and amphitheater

Existing Site Characteristics of the Area Proposed for Re-Zoning

Total Acres of Site: +/-72 Acres

Current Zoning: Mountain (M)

Allowed Density
(Eastern side only): One (1) unit per acre, or approximately 60 – 70 units after road infrastructure is built and steep slopes preserved (estimated at +/-20% of the site) on the +/-72-acre site

Concept Density: All density will be calculated by number of units (or doors/keys), square footage, and ERUs per the Town’s ERU chart below:

Configuration	Notes	ERU’s
Motel/Hotel Room, Apartment or Condo	Up to 500 sf including bathroom areas	.25
Motel/Hotel Room, Apartment or Condo	Between 501 and 1000 sf including bathroom areas	.50
Motel/Hotel Room, Apartment or Condo	Between 1001 and 1500 sf including bathroom areas	.75
Motel/Hotel Room, Apartment or Condo	Over 1500 sf; for each part of a 1500 sf interval (rounded up)	1.00
Single Family Residences (attached or detached)	Up to 5000 sf	1.00
Single Family Residences (attached or detached)	For residences over 5000 sf; add this value for each part of a 2000 sf interval (rounded up)	.50
Commercial	For each 2000 sf of gross floor area, or for each part of a 2000 sf interval.	.75

East Parcel:

217 units primarily concentrated on the +/-70 acres that make up the eastern part of the site. 30,000 – 35,000 SF of neighborhood commercial space is also proposed. The units are generally designated for the following use and housing types:

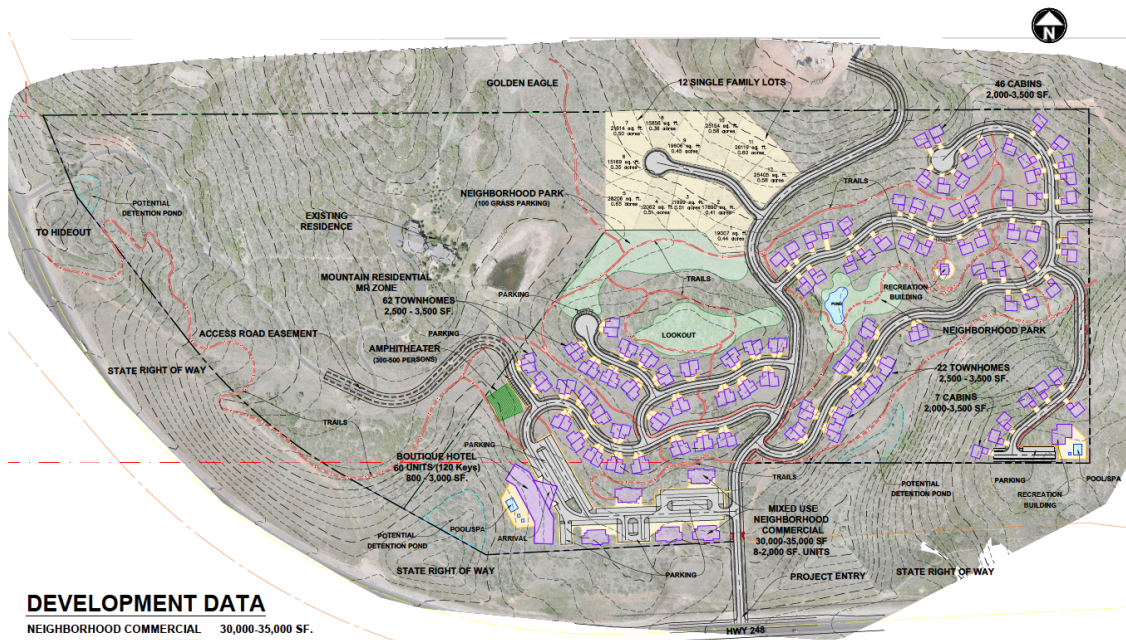
- Neighborhood Commercial: 30,000 – 35,000 SF
- Multi-family: 8 units
- Boutique Hotel: 60 units (120 keys w/lockout units)
- Cabins: 53 units
- Townhomes: 84 units
- Single-Family Lots: 12 lots

West Parcel (w/ Existing House)

*** Not part of this Application**

- No rezoning is proposed for this site
- Mountain Residential (M) Zoning: one single-family detached unit per acre is permitted
- The Applicant prepared a concept layout that indicated what could be built on this site given topography, road infrastructure necessary, and sensitive lands that would decrease this density:
 - Single-family Lots: 25 (maintain existing Mountain [M] zoning with one-acre minimum lot sizes)

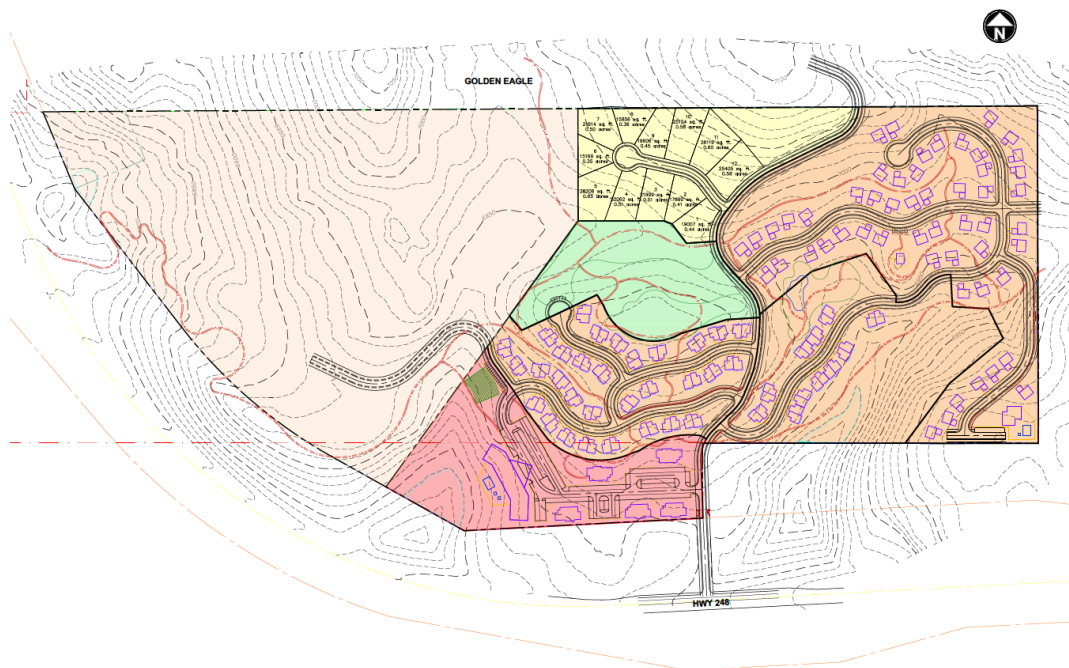
The Bloom Concept Plan – East Parcel (April 2023)



DEVELOPMENT DATA

NEIGHBORHOOD COMMERCIAL	30,000-35,000 SF.
MULTI FAMILY	8 UNITS
BOUTIQUE HOTEL	60 UNITS (120 Keys)
SUPPORT COMMERCIAL	18,000 SF (MAXIMUM)
CABINS	53 UNITS
TOWNHOMES	84 UNITS
SINGLE FAMILY LOTS	12 LOTS
TOTAL UNITS	217

Concept Plan Illustrating Proposed Zoning Changes



Master Development Agreement (MDA)

The Planning Commission appointed two members, Jonathan Gunn and Glynnis Tihansky, to serve as a subcommittee and meet with the applicants to review the MDA in detail. Two virtual meetings were held and the following issues were addressed:

1. Phasing: The hotel will be constructed in Phase 1 – projected start date: fall 2024 with a projected completion date of winter 2025. Commercial development is also proposed in Phase 1 and ‘vertical construction’ of these buildings is specified in the phasing plan and defined.
2. Water Agreements: The Applicants indicated that the details of this will be written into the MDA and the current recommendation is that water rights must be secured prior to or at subdivision approval.
3. Allowance for flat roofs (at less than a 3:12 pitch)
 - a. Language has been included in the MDA as follows:
All development in the Project will be consistent with the Architectural Guidelines included as Exhibit E and incorporated herein by reference. Consistent with the Architectural Guidelines, no more than thirty percent (30%) of the roofs within the development shall be of a modern flat-roof style.
4. Short-Term Rental (< 30 days) allowance
 - a. The following language excerpted from the Town’s draft Short Term Rental and Community Amenity (STRACA) ordinance has been included in the MDA:
 - 2.8.1.All requirements of Section 4.07 of the HMC must be satisfactorily addressed
 - 2.8.2.No Accessory Dwelling Units (ADUs) may be located on a lot and no ADU may have a nightly rental allowance.
 - 2.8.3.All nightly rentals must be for a minimum period of two consecutive days. This must be included on all advertising materials.
 - 2.8.4.No more than two (2) automobiles are allowed to park on the property at any time. This must be included on all advertising materials.
 - 2.8.5.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. These documents must be clearly posted in the rental unit at all times.
 - 2.8.6.The owner of the nightly rental unit agrees to allow the Town’s Building Inspector or designee and the Wasatch Fire Department’s designee to conduct an annual walk through inspection of each rental unit to ensure compliance with all Town health, safety and welfare requirements. This review will also include an assessment of local government and/or local service district responses to the

property. If three (3) substantiated complaints (e.g., police, fire, or similar emergency management services) relative to a property within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

5. Road Maintenance

- a. Initially, the Applicants indicated an HOA would be created and the roads will be private and the HOA would be responsible for the maintenance of the roads throughout the development.
- b. However, the use of a Public Infrastructure District (PID) to finance the roads and utility infrastructure may require dedication of the roads to the Town which would then be responsible for maintenance costs.
- c. This issue should be addressed in detail with the Engineering team, Timm Dixon, and may warrant additional language in the MDA.

Next Steps

The Planning Commission should review the proposed Rezone Application and associated Master Development Agreement (MDA), consider any recommendations or revisions, open the public hearing for public input, and forward either a positive or negative recommendation to the Town Council.

**DEVELOPMENT AGREEMENT
FOR THE BLOOM DEVELOPMENT
LOCATED AT 1220 EAST SR 248, HIDEOUT,
WASATCH COUNTY, UTAH**

This Development Agreement (this “Agreement”) is entered into as of this ____ day of _____, 2023, by and between Abundance Sanctuary LLC, a Utah limited liability company (“Developer”), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Bloom Boutique Community, and the Town of Hideout, a Town and political subdivision of the State of Utah (“Hideout”), by and through its Town Council.

RECITALS

- A. Developer is the owner of a parcel of real property located at 1220 East SR 248, Hideout, Wasatch County, Utah, consisting of approximately 72 acres, the legal description of which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the site plan attached hereto as Exhibit B and incorporated herein by reference (the “Property”).
- B. The Property is located in the Mountain Residential Zone (“MR – Zone”) and the Developer has also obtained a partial rezone of the property to NMU, R3, R6, and NP under Ordinance 2022-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____, 2023, and adopted by the Town of Hideout Council, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference (collectively referred to herein as the “Rezone Ordinance”).
- C. Developer has also received Concept Plan approval as more fully described in Exhibit H.

Commented [TE1]: Cameron and Justin, are these recitals “codified” as you recommended?

Commented [TE2]: Polly and Justin to finalize how to address rezoning – as a part of the MDA or otherwise?

- D. Developer is proposing and the Town of Hideout agrees that Developer, **under this Development Agreement**, has a vested right to develop 217 ERUs on the Property in the approximate mix and configuration demonstrated in Exhibits B and D (referred to hereinafter as the “Project”). All such development shall comply with the current Hideout Municipal Code unless expressly stated otherwise herein.
- E. Hideout **allows for** Development Agreements under Hideout Municipal Code (“HMC”) Section 11.08.04 and the parties agree that this Development Agreement satisfies those requirements. **Additionally, Utah State Code 10-9a-532 regulates Development Agreements and the parties agree that this Development Agreement satisfies the requirements of that section.**
- F. Hideout has determined that, subject to the terms and conditions of this Development Agreement for **the** Bloom Development (the “Development Agreement”), Developer complied with the applicable provisions of the HMC as provided in this Development Agreement and has found that the Project is consistent with the purpose and intent of the relevant provisions of the HMC **and State Code.**
- G. Following a lawfully advertised public hearing, **and a recommendation from the Planning Commission,** Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Definitions:

- 1.1. **“Act”** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), et seq.
- 1.2. **“Approved Uses”** means the approved uses which are shown on the Site Plan and detailed in this Development Agreement.
- 1.3. **“Building Permit”** means a permit issued pursuant to the requirements of the Code, International Building Code, and related building codes as applicable in the Town of Hideout, including permits for grading, footings, foundations, and construction of other improvements.
- 1.4. **“Code”** means the Hideout Development Code (“HCD”).
- 1.5. **“Developer”** means Abundance Sanctuary LLC, a Utah limited liability company, and its assignees or transferees.
- 1.6. **“Development Agreement”** means this Development Agreement.
- 1.7. **“Effective Date”** is the date first set forth in the first paragraph of this Development Agreement.
- 1.8. **“Final Site Plan”** means the Final Site Plan which is included as Exhibit B to this Development Agreement including the legal description of the Property found in Exhibit A, the establishment of the Approved Uses, development layout, architectural, landscaping, lighting, and other development details of the Project.
- 1.9. **“Party/Parties”** means, in the singular, Developer or the Town; in the plural Developer and the Town.
- 1.10. **“Planning Commission”** means the Hideout Planning Commission.
- 1.11. **“Permitted Uses”** means the uses allowed as set forth in the Final Site Plan.
- 1.12. **“Project”** means the vested entitlements and rights to build consistent with this Development Agreement, which is known generally as the **“Bloom Development”**.
- 1.13. **“Property”** means the approximately 70-acres of real property located in the Town of Hideout, Wasatch County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit B.
- 1.14. **“Public Facilities”** means those arterial and access roads and the other public infrastructure or public service facilities serving the Property.
- 1.15. **“Public Infrastructure”** means those elements of infrastructure that are planned to be dedicated to the Town or other public entities as a condition of the approval of a

Development Application.

- 1.16. **“Recordation Date”** means the date on which this Development Agreement is recorded in the Office of the County Recorder, Wasatch County, Utah, as stamped and shown on the recorded Development Agreement.
- 1.17. **“Residential Dwelling Unit”** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
- 1.18. **“Town”** means The Town of Hideout, a political subdivision of the State of Utah.

2. **Project Conditions:**

2.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Development Agreement as if the same had been set forth in the body of this Agreement in their entirety.

2.2. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____, 2023, attached hereto as Exhibit H, and (ii) the Bloom Development, prepared by Jack Johnson Consultants, dated **October 2023**, attached hereto as Exhibit B, together with related documents attached thereto, are hereby incorporated herein by reference (the “Approval Documents”) and shall govern the development of the Project, subject to the provisions of the Development Agreement including the vested **rights to construct the following:**

- **Neighborhood Commercial: 30,000 – 35,000 SF**
- **Multi-family: 8 units**
- **Boutique Hotel: 60 units (120 keys w/lockout units)**
- **Cabins: 53 units**
- **Townhomes: 84 units**
- **Single-Family Lots: 12 lots**

Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Development Agreement and the Hideout Municipal Code, as amended from time to time.

- 2.3. Developer agrees to pay the then-current impact fees lawfully imposed and uniformly established by the HMC at the time of permit application, whether or not state statutes regarding such fees are amended in the future, unless otherwise made unlawful.
- 2.4. The Development Agreement may include residential Cluster Development as outlined in the Town Standards.
- 2.5. The Commercial Uses in the Project shall include a full-service hotel that is rated, at a

minimum, a three-star hotel or a three-diamond hotel (per the AAA rating system). The timing for the construction of this hotel must adhere to the phasing schedule indicated in Exhibit C. The Town Council may, in its discretion and upon application by Developer, approve a boutique hotel that does not qualify under the star rating or does not include the amenities below. In considering such an application, the Town Council shall determine whether the boutique hotel proposed meets the desired character and quality of the community and the long-term goals of the Town of Hideout. The following amenities must be incorporated within the hotel:

- 2.5.1. A full-service dining establishment (minimum 500 SF) shall be constructed within the hotel, or in the commercial space located near the hotel as long as the dining establishment is constructed prior to the hotel or within six months of the hotel receiving a Certificate of Occupancy.
 - 2.5.2. A fitness center (minimum of 300 SF).
 - 2.5.3. A sundry shop or market (minimum of 100 SF).
 - 2.5.4. An indoor or outdoor swimming pool and hot tub.
 - 2.5.5. A minimum of 500 SF of meeting or convention space.
- 2.6. The Commercial Uses shall also include related support commercial as identified on the Master Development Plan included as Exhibit B. Commercial areas shall not be converted to non-commercial purposes. The first-floor commercial square footage in the area zoned Neighborhood Mixed Use (NMU) must be reserved for “walk-in” commercial space such as retail, restaurant, café, bar/pub, grocer, or other sundry purposes. Office uses shall not be permitted on the first floor unless all commercial square footage is on the first floor in the NMU zone. In no event shall more than 25% of the first-floor commercial be dedicated to office or non-walk-in commercial uses. Vertical construction on commercial pads for phase I shall be defined as the completion of a building’s walls, roof, facades, mechanical systems, parking area, and landscaping and signed off by the Town’s building department or designee.
- 2.7. The Master Development Plan (Exhibit B) is hereby incorporated by reference.
- 2.8. The Residential Uses in the Project shall consist of no more than twelve (12) single family homes; eighty-four (84) townhomes; and (53) fifty-three cabins and eight (8) multi-family units.
- 2.9. The residential units within this Development Agreement shall be permitted to be used as short-term rentals and shall be considered through this Development Agreement as approved as an allowed use. All such units shall be subject to the provisions of the HMC governing short term rentals. Developer shall ensure that any negative impacts such as parking or noise caused by the nightly rental use are mitigated through the CC&Rs recorded against the units. The Town of Hideout is granted the right and shall be entitled

Commented [TE3]: PC ok with this?

(but not obligated) to enforce all such CC&Rs.

2.9.1. All requirements of Section 4.07 of the HMC must be satisfactorily addressed

2.9.2. No external/independent Accessory Dwelling Unit (ADU) may be located on a lot and no internal ADU may have a nightly rental allowance.

2.9.3. All nightly rentals must be for a minimum period of two consecutive days. This must be included on all advertising materials.

2.9.4. No more than two (2) automobiles are allowed to park on the property at any time. This must be included on all advertising materials.

2.9.5. 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. These documents must be clearly posted in the rental unit at all times.

2.9.6. The owner of the nightly rental unit agrees to allow the Town's Building Inspector or designee and the Wasatch Fire Department's designee to conduct an annual walk-through inspection of each rental unit to ensure compliance with all applicable State, County and local health, safety and welfare requirements. This review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated complaints (e.g., police, fire, or similar emergency management services) relative to a property within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

2.10. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit G, as permitted by Utah State Code Section 10-9a-534(3)(d), and incorporated herein by reference. Consistent with the Architectural Guidelines, no more than thirty percent (30%) of the roofs within the development shall be of a modern flat-roof style.

Commented [TE4]: Of each roof or of all the roofs in totality?
We should clarify for the development team.

2.11. Developer shall construct a public trail system throughout the Project providing pedestrian and bike connectivity as demonstrated in Exhibits B and D. Developer shall ensure perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of the Community by way of the duly recorded CC&Rs. Easements for public use of the trails shall be provided at time of subdivision approval for the phased development.

2.12. Developer and its successors agree that the following are required to be entered into and approved by the Town of Hideout prior to the recordation of a Subdivision Plat: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading

plan; and a landscape plan. Approvals by the Town of Hideout shall not be unreasonably withheld.

2.13. Preservation of Native Vegetation and Slopes. The major portions of the development site shall remain undisturbed meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed consistent with Exhibit E. For individual structures, the limits of disturbance (LOD) shall not extend greater than 20'-0" beyond the building footprint. For rights-of-way, the LOD shall not extend greater than 20'-0" beyond the edge of pavement. For driveways, the LOD shall not extend greater than 10'-0" beyond the edge of pavement. Deviations from these standards must be preapproved by the Town Planner or designee.

2.14. Construction envelope for disturbed land to be defined **at time of subdivision approval for each phase**, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line.

2.15. **MONETARY CONTRIBUTION PLACEHOLDER**

Commented [TE5]: To be discussed with Town Council

3. Development Applications:

3.1. Timeliness. Development applications shall be approved by the Town within a reasonable time if they comply with the Development Agreement, **all applicable provisions of the HMC**, the Town's vested rights laws as well as all Federal and State laws and requirements.

3.2. Town's Denial of a Development Application. If the Town denies any Development Application, the Town shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why the Town believes that the Development application is not consistent with this MDA, applicable law, the HMC, or the Town's vested rights laws.

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

3.4. Town Denials of Development Applications Based on Denials from Non-Town Agencies. If the Town's denial of a Development Application is based on the denial of the Development Application by a non-town agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

3.5. Mediation of Development Application Denials.

3.5.1. Issues Subject to Mediation. Issues resulting from the Town's denial of a

Development Application shall be mediated.

3.5.2. **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, free of conflicts, with subject matter knowledge of the 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. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding of the parties.

3.5.3. **Compliance with local laws.** Developer is responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils and environmental conditions on the Property. Furthermore, Developer is responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required.

3.5.4. **No monetary damages.** If there is any litigation related to denials of applications or interpretation of this Development Agreement, no monetary damages shall be claimed against the Hideout, its staff or elected officials. All claims shall be limited to specific performance.

4. ***Master Plan Approval and Reserved Legislative Powers:***

4.1. **Development Approval.** Subject to the provisions of this Development Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Development Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of the Town of Hideout. The Town shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3rd party inspections/evaluations.

4.2. **Public Infrastructure District.** Developer may elect to petition the Town to create a Public Infrastructure District ("PID") pursuant to Utah Code § 17D-4-101 et seq. for the Property. The Town shall review and reasonably consider Developer's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID and the Hideout Town Council approves, the Town shall cooperate in the formation and operation of the PID.

Commented [TE6]: Additional language may be added by the Town Council and/or the EDC. Is a bond necessary to protect the Town from responsibility for infrastructure costs?

4.3. Reserved Legislative Powers. Developer acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the power of the Town to enact legislation under the police powers vested in the Town, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Development Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in the Town of Hideout; and, unless the Town of Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by the Town of Hideout in conformance with the then applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

4.4. No Undisclosed Rights. Developer acknowledges that this Development Agreement does not restrict any rights that Developer holds under clearly established state law. Thus, the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

Commented [TE7]: Let's discuss how to address this requirement - is this statement enough?

4.5. Application Under Town's Future Laws. Without waiving any density rights granted by this Development Agreement, when the Developer submits a Development Application for some or all of the Project such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application.

5. **General Terms and Conditions:**

5.1. Term of Agreement. Unless earlier terminated as provided for herein, the term of this MDA shall be until December 31, 2032. If Developer has not been declared to be currently in Default as of December 31, 2032 (and if any such Default is not being cured) then this MDA shall be automatically extended until January 31, 2034. This MDA shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement. Failure of Developer to obtain a building permit within 36 months of the effective date of this agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

Commented [TE8]: PC members expressed concerns that this seemed too long. 24 months?

- 5.2. Binding Effect; Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described on Exhibit A hereto and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
- 5.3. 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 Parties intend that this MDA grants to Developer all rights to develop the Project as described in this MDA, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018). The Town's laws at the time of approval (and as amended when so referenced herein) shall apply.
- 5.4. Provision of Municipal Services. Except as otherwise provided in the Development Agreement, the Town of Hideout shall provide all Town services to the Project that it provides from time-to-time to other residents and properties within the Town including but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the Town or applicable service district.
- 5.5. Water. Prior to the recording of a plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that 1) it has sufficient water rights for that phase and 2) Jordanelle Special Service District ("JSSD") has sufficient water supply for domestic water use and fire protection to service the existing and proposed development phase as reflected on the plat to be recorded; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development phase as reflected on the plat to be recorded will service the site. The burden is upon the Developer to submit responsive information.
- 5.6. At the Town's request, Developer or its successor, shall grant an easement to the Town to allow the Town to utilize a well and associated water rights related to the well on the property. The Town shall be responsible for the costs related to developing such well.
- 5.7. Public Infrastructure. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Laws. Public and private roadways and responsibility for, and maintenance of the same (including snow removal, etc.) shall be consistent with Exhibit F. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phase.
- 5.8. Assignment. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest (except for

Commented [TE9]: Deleted: An on-site well shall not be drilled or utilized as a water source.

Commented [TE10]: The percentage of roads that get dedicated to the Town may change per Jenni, due to the PID. Cabin roads excepted? Let's discuss this and include Timm.

Commented [TE11]: Timm Dixon needs to review the public and private roadways as proposed.

purchasers of completed Residential Dwelling Units). Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" unless specifically designated as such an assignment by Developer and approved by the Town.

5.9. No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties.

5.10. Integration. This Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

5.11. Severability. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5.12. Attorney's Fees. If either party commences litigation regarding this Development Agreement, any of the Exhibits hereto or the Approval Documents, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees and all costs paid by the other party.

5.13. Minor Administrative Modification. Minor administrative modifications to the site plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the site plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the Master Development Plan included in Exhibit B.

Commented [TE12]: Master Concept Plan?

5.14. No Waiver. Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

5.15. Default.

5.15.1. Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice in writing to the other party. If the Town believes that the Default has been committed by a subdeveloper, then the Town shall also provide a courtesy copy of the Notice to Developer.

5.15.2. Contents of the Notice of Default. The Notice of Default shall:

- 5.15.2.1. Specific Claim. Specify the claimed event of Default;
- 5.15.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Development Agreement (including exhibits) under which the claimed Default has occurred;
- 5.15.2.3. Materiality. Identify why the Default is claimed to be material; and
- 5.15.2.4. Optional Cure. If the Town chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
- 5.15.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Section 3.5.
- 5.15.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, then the parties may have the following remedies:
- 5.15.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance, and/or damages.
- 5.15.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 5.15.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a subdeveloper, development of those Parcels owned by the subdeveloper until the Default has been cured.
- 5.15.5. Public Meeting. Before any remedy in Section 5.13.4 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.
- 5.15.6. Emergency Defaults. Anything in this Development Agreement notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town, then the Town may impose the remedies of Section 5.13.4 without the requirements of Section 5.13.5. The Town shall give Notice to the Developer and/or any applicable subdeveloper of any public meeting at which an emergency default is to be considered, and the Developer and/or any applicable subdeveloper shall be allowed to address the Town Council at that meeting regarding the claimed emergency

Default.

5.15.7. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is actively making real, substantial, and demonstrable progress in curing any such defect(s).

5.15.8. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

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

Commented [TE13]: MDA still applies a buyer or subdeveloper. Clarification?

5.16. 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.

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

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

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

5.20. 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. _____ (Exhibit H) adopted by the Town on _____, 2023.

5.21. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing and delivered to the Mayor with a copy to Town attorney. In addition, a copy must be provided by certified mail and regular mail to the following address:

To the Developer:

Abundance Sanctuary LLC
C/O Jenni Hogan and Ryan Sapp
7110 Stagecoach Drive
Park City UT 84098

To the Town:

The Town of Hideout
Attn: Town Clerk
10860 North Hideout Trail

Hideout, Utah 84036

6. Phasing: Access.

- 6.1. Project Phasing.** The Project shall be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the “Phasing Plan”) (attached hereto as Exhibit C), and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town’s Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.
- 6.2. Construction of Access.** Developer may commence grading access to the Project as approved by the Town Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the HMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.
- 6.3. Form of Ownership Anticipated for Project.** The Project will consist of a hotel, commercial buildings and related improvements, mixed-use buildings, and residential unit, including nightly rental units.

7. List of Exhibits.

- Exhibit–A - Legal Description
- Exhibit B – Master Development Plan
- Exhibit C - Phasing Plan
- Exhibit D – Concept Plan Approval by Planning Commission
- Exhibit E – Limits of Disturbance Map
- Exhibit F – Public/Private Road Map
- Exhibit G – Architectural Guidelines
- Exhibit H – Copy of Town Council Resolution

Commented [TE14]: Correct Name? Or Concept Plan?

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2023.

TOWN OF HIDEOUT

By: _____
Philip Rubin, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM:

Polly McLean, Town Attorney

DEVELOPER:

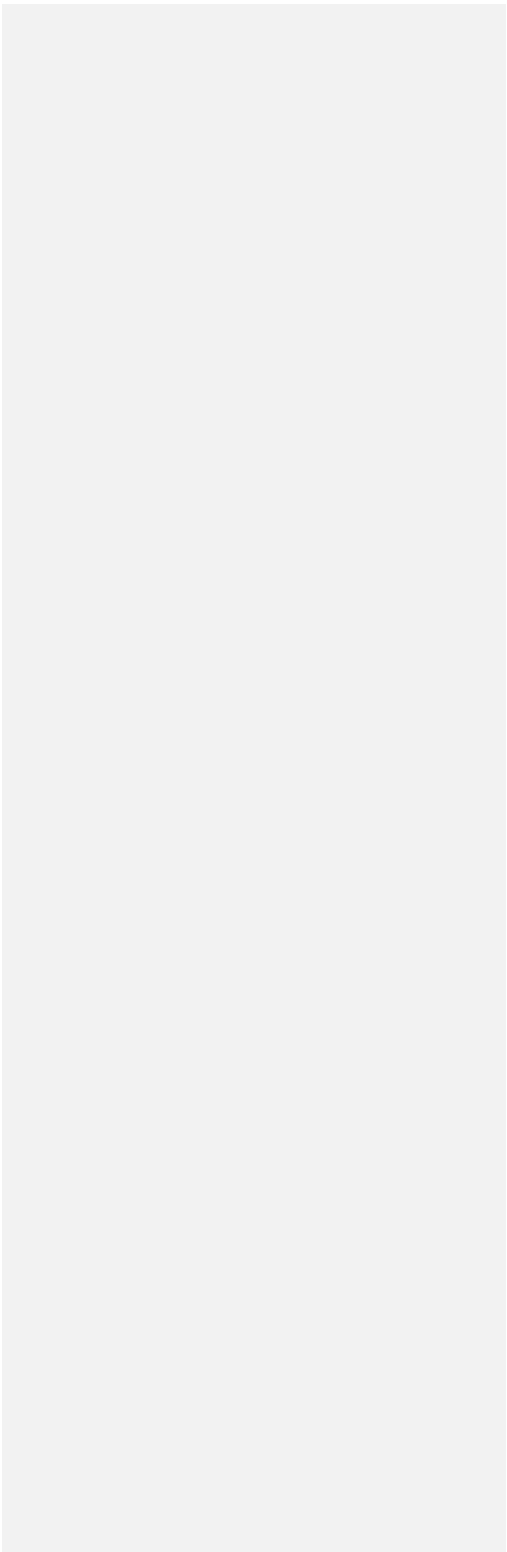
Abundance Sanctuary LLC
a Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF WASATCH)



On this ____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that s/he is a member/manager of Abundance Sanctuary, LLC, a Utah limited liability company _____
Notary Public

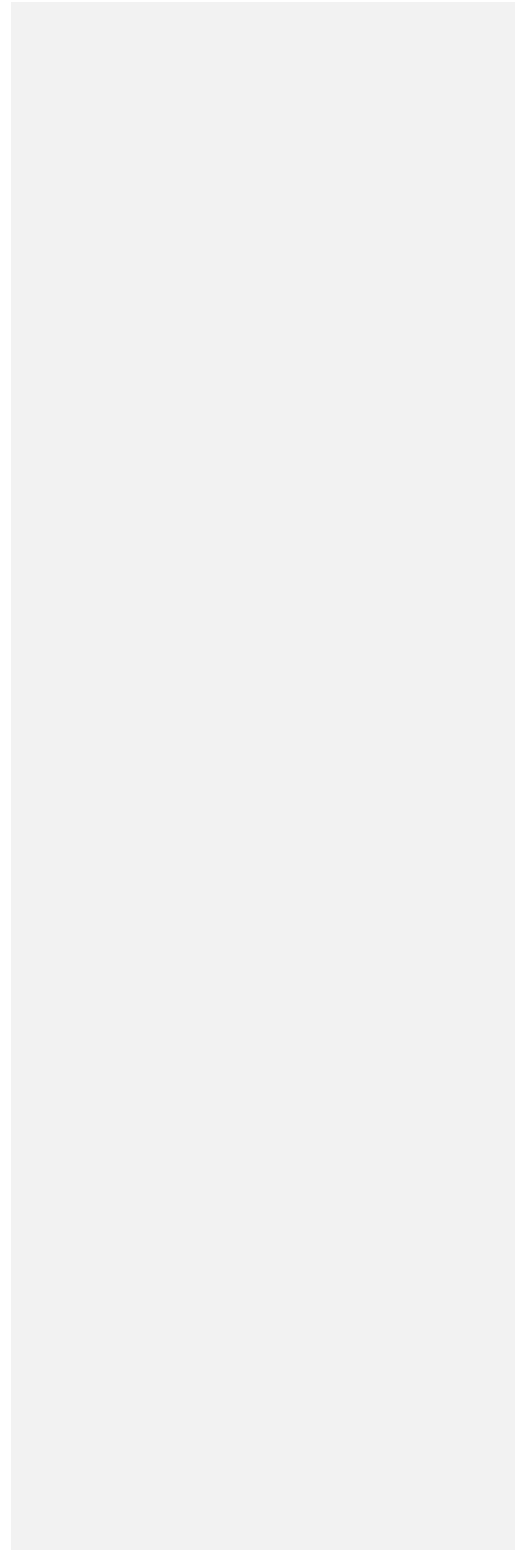
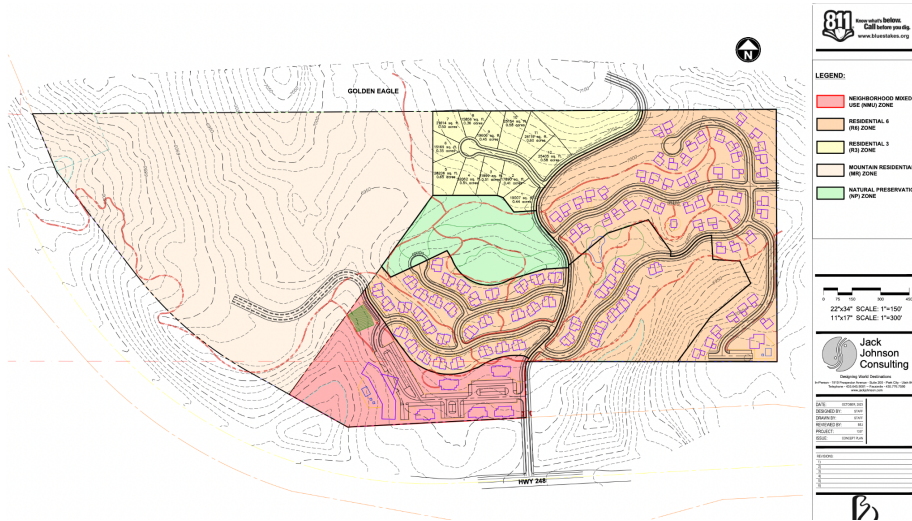


EXHIBIT C
PHASING PLAN



Phase 1:

- Infrastructure A:
Main route through middle and lower west loop
- Infrastructure B:
Finish west loop middle
Upper west cul-de-sac
- Infrastructure C:
Upper East loop
Amphitheater/Grass Top Park

- Buildings:
Hotel - 120 keys
40 townhomes - 2500 to 3500 Sq ft
Commercial pads- South West - 18,000 square feet

Phase 2:

- Buildings:
12 single family (on back west side culdesac)

Phase 3:

Infrastructure D:
Lower East side cul-de-sac
Infrastructure E:
Upper East Side Loop
Infrastructure F:
East/South corner road cul-de-sac

Phase 4:

Buildings:
53 cabins - 2000-3500 sq feet
Cabins Resort Amenities

Phase 5:

22 Townhomes - 2500 to 3500 Sq ft
Commercial pads #2 North West -17,000 square feet, 8 multifamily 2000 squ ft

Phase 6:

Buildings:
22 townhomes on the east side - 2500 to 3500 Sq ft

Phase	1	2	3	4	5	6
Includes						
Hotel	120	0	0	0	0	0
Commercial	18,000	0	0	0	17,000	0
Townhomes	40	0	0	0	22	22
Homes	0	12	0	0	0	0
Cabins	0	0	0	53	0	0
Multi Family	0	0	0	0	8	0






<u>Phase Timeline Plan</u>			
Timeline and value		Projected Start goal	Projected Completion Goal
Phase 1			
Bloom Infrastructure Phase 1 - A	Main route through middle plus lower west loop	2024 Spring/Summer	2025 Q1
Bloom Infrastructure Phase 1 - B	Finish West Loop Middle, and upper West Cul-de-sac	2024 Spring/Summer	2025 Q1
Amphitheatre		2024 Spring/Summer	2025 Q1
Grass/Top Park		2024 Spring/Summer	2025 Q1
Hotel (Total)		2024 Fall	2025 Winter
Hotel (Extra) Commercial		2024 Fall	2025 Winter
Hotel (Extra) Restaurant		2024 Fall	2025 Winter
Hotel (Extra) Landscape		2025 Summer/Fall	2025 Winter
Bloom Landscape Phase 1		2025 Summer/Fall	2025 Winter
Commercial Phase 1 - A	Commercial space and structure - 8000 square feet	2024 Fall	2026 Fall
Commercial Phase 1 - B	Commercial space and structure - 10000 square feet	2025 Fall	2027 Fall
Townhouses Phase 1 - A	10 Townhouses	2025 Spring	2026 Spring
Townhouses Phase 1 - B	10 Townhouses	2026 Spring	2027 Spring
Townhouses Phase 1 - C	10 Townhouses	2027 Spring	2028 Spring
Townhouses Phase 1 - D	10 Townhouses	2028 Spring	2029 Spring
Phase 2			
Single Family Phase 2 - A	4 Single Family Homes	2025 Spring	2026 Fall
Single Family Phase 2 - B	4 Single Family Homes	2026 Spring	2027 Fall
Single Family Phase 2 - C	4 Single Family Homes	2027 Spring	2028 Fall
Phase 3			
Bloom Infrastructure Phase 3 - C	Lower Eastside Cludesac	2027 Spring	2027 Fall

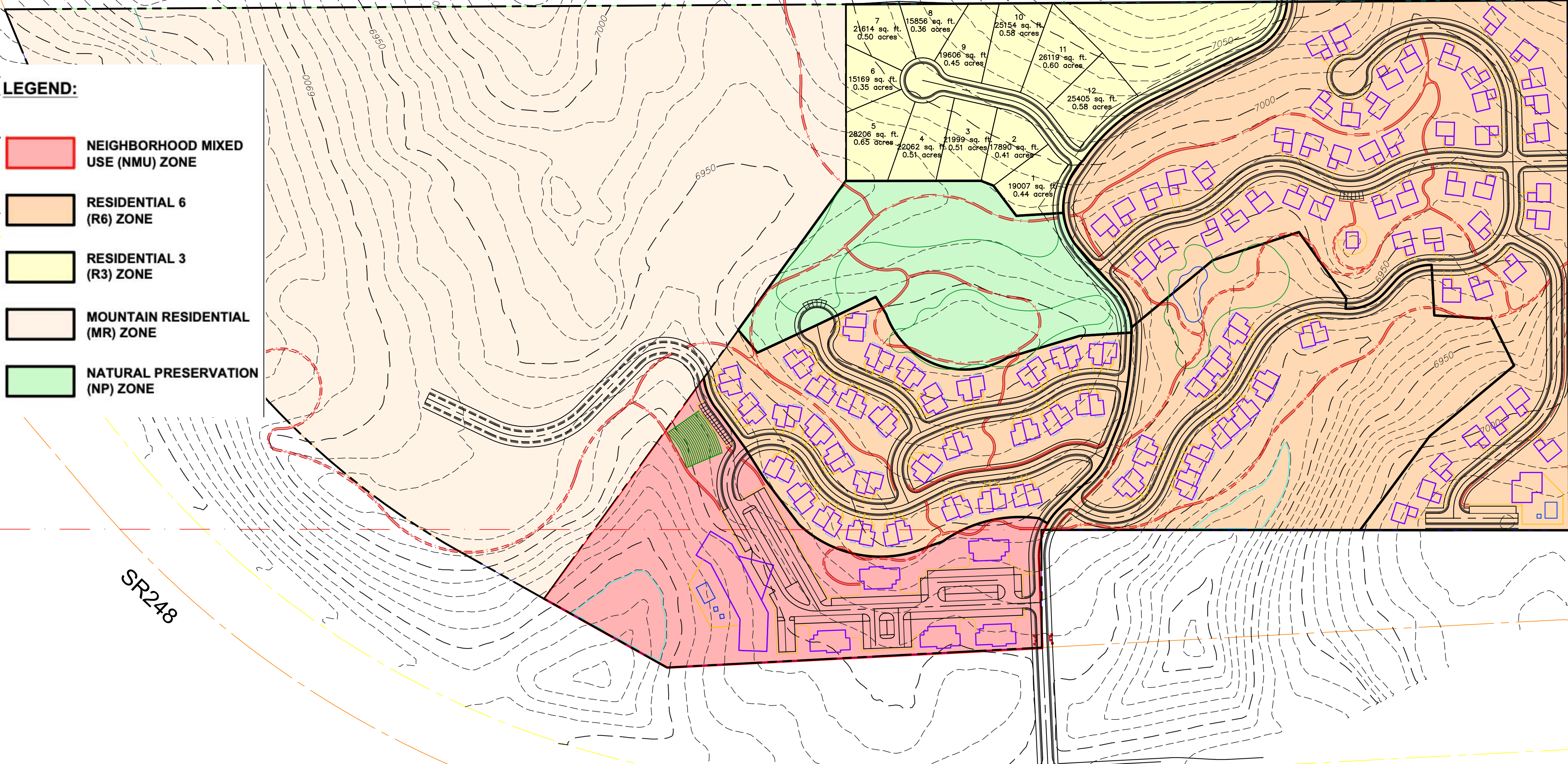
Bloom Infrastructure Phase 3 - D	Upper East Loop	2027 Spring	2027 Fall
Bloom Infrastructure Phase 3 - E	East right corner road	2027 Spring	2027 Fall
			*Note: Infrastructure complete
Phase 4			
Cabins Phase 4 - A	25 Cabins	2028 Spring	2029 Fall
Cabins Phase 4 - B	28 Cabins	2029 Spring	2030 Fall
Cabins - Club House/Restaurant/Amenities	Club house, Small 30 person restaurant, Meeting space, cold plunge, Pool etc	2028 Spring	2029 Fall
Phase 5			
Townhouses Phase 2 - A	8 Townhouses	2029 Spring	2030 Spring
Townhouses Phase 2 - B	8 Townhouses	2030 Spring	2031 Spring
Townhouses Phase 2 - C	6 Townhouses	2031 Spring	2032 Spring
Bloom Landscape Phase 2		2030 Summer	2030 Fall
Commercial Phase 4 - A	Pad three and Four of commercial 17000 squ ft	2028 Spring	2029 Fall
Commercial Phase 4 - B	8 Multi Family Units	2028 Spring	2029 Fall
Commercial Phase 4 - A	Vertical three of commercial 17000 squ ft	2029 Fall	2030 Fall
Phase 6			
Townhouses Phase 4 - A	11 Townhouses	2032 Spring	2033 Spring
Townhouses Phase 4 - B	11 Townhouses	2033 Spring	2034 Spring



GOLDEN EAGLE

LEGEND:

-  NEIGHBORHOOD MIXED USE (NMU) ZONE
-  RESIDENTIAL 6 (R6) ZONE
-  RESIDENTIAL 3 (R3) ZONE
-  MOUNTAIN RESIDENTIAL (MR) ZONE
-  NATURAL PRESERVATION (NP) ZONE



File Attachments for Item:

2. Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement (MDA) for the Bloom in Hideout Development, which would include nightly rentals in zoning districts that do not currently allow for nightly rentals. Additionally, allowances for architecture and/or roof designs that are not currently allowed per the Town's current zoning ordinances may be included.

**DEVELOPMENT AGREEMENT
FOR BLOOM MASTER PLANNED DEVELOPMENT
LOCATED AT 1220 EAST SR 248, HIDEOUT,
WASATCH COUNTY, UTAH**

This Development Agreement (this “Agreement”) is entered into as of this ____ day of _____, 2023, by and between Abundance Sanctuary LLC, a Utah limited liability company (“Developer”), as the owner and developer of certain real property located in Hideout, Wasatch County, Utah, on which Developer proposes the development of a project known as the Bloom Boutique Community, and the Town of Hideout, a Town and political subdivision of the State of Utah (“Hideout”), by and through its Town Council.

RECITALS

- A. Developer is the owner of a parcel of real property located at 1220 East SR 248, Hideout, Wasatch County, Utah, consisting of approximately 72 acres, the legal description of which is attached hereto as Exhibit A, incorporated herein by this reference, and which real property is depicted on the site plan attached hereto as Exhibit B and incorporated herein by reference (the “Property”).
- B. The Property is located in the Mountain Residential Zone (“MR – Zone”) and the Developer has also obtained a partial rezone of the property to NMU, R3, R6, and NP under Ordinance 2022-O- XX, as more fully described in and subject to the Findings of Fact, Conclusions of Law and Conditions of Approval within the Ordinance recommended by the Planning Commission on _____, 2023, and adopted by the Town of Hideout Council, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference. Developer has also received Concept Plan approval as more fully described in Exhibit D (collectively referred to herein as the “Rezone Ordinance”).
- C. Developer is proposing and the Town of Hideout agrees that Developer has a vested

right to develop 217 ERUs on the Property in the approximate mix and configuration demonstrated in Exhibits B and D (referred to hereinafter as the “Project”). All such development shall comply with the current Hideout Municipal Code unless expressly stated otherwise herein.

- D. Hideout requires Development Agreements under Hideout Municipal Code (“HMC”) Section 11.08.04 and the parties agree that this Development Agreement satisfies those requirements.
- E. Hideout has determined that, subject to the terms and conditions of this Development Agreement for Bloom Master Planned Development (the “Development Agreement”), Developer complied with the applicable provisions of the HMC as provided in this Development Agreement and has found that the Project is consistent with the purpose and intent of the relevant provisions of the HMC.
- F. Following a lawfully advertised public hearing, Hideout, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Hideout hereby agree as follows:

1. Definitions:

- 1.1. “Act”*** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*
- 1.2. “Approved Uses”*** means the approved uses which are shown on the Site Plan and detailed in this Development Agreement.
- 1.3. “Building Permit”*** means a permit issued pursuant to the requirements of the Code,

International Building Code, and related building codes as applicable in the Town of Hideout, including permits for grading, footings, foundations, and construction of other improvements.

- 1.4. **“Code”** means the Hideout Development Code (“HCD”).
- 1.5. **“Developer”** means Abundance Sanctuary LLC, a Utah limited liability company, and its assignees or transferees.
- 1.6. **“Development Agreement”** means this Development Agreement.
- 1.7. **“Effective Date”** is the date first set forth in the first paragraph of this Development Agreement.
- 1.8. **“Final Site Plan”** means the Final Site Plan which is included as Exhibit B to this Development Agreement including the legal description of the Property found in Exhibit A, the establishment of the Approved Uses, development layout, architectural, landscaping, lighting, and other development details of the Project.
- 1.9. **“Party/Parties”** means, in the singular, Developer or the Town; in the plural Developer and the Town.
- 1.10. **“Planning Commission”** means the Hideout Planning Commission.
- 1.11. **“Permitted Uses”** means the uses allowed as set forth in the Final Site Plan.
- 1.12. **“Project”** means the vested entitlements and rights to build consistent with this Development Agreement, which is known generally as the **“Bloom Development”**.
- 1.13. **“Property”** means the approximately 70-acres of real property located in the Town of Hideout, Wasatch County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit B.
- 1.14. **“Public Facilities”** means those arterial and access roads and the other public infrastructure or public service facilities serving the Property.
- 1.15. **“Public Infrastructure”** means those elements of infrastructure that are planned to be dedicated to the Town or other public entities as a condition of the approval of a Development Application.
- 1.16. **“Recordation Date”** means the date on which this Development Agreement is recorded in the Office of the County Recorder, Wasatch County, Utah, as stamped and shown on the recorded Development Agreement.
- 1.17. **“Residential Dwelling Unit”** means a structure or portion thereof designed and

intended for use as attached residences as illustrated on the Final Plan.

1.18. “*Town*” means The Town of Hideout, a political subdivision of the State of Utah.

2. Project Conditions:

2.1. Incorporation of Recitals. The foregoing Recitals are, by this reference, incorporated into the body of this Development Agreement as if the same had been set forth in the body of this Agreement in their entirety.

2.2. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____, 2023, attached hereto as Exhibit __, and (ii) the Bloom in Hideout Planned Development, prepared by Jack Johnson Consultants, dated _____, attached hereto as Exhibit __, together with related documents attached thereto, are hereby incorporated herein by reference (the “Approval Documents”) and shall govern the development of the Project, subject to the provisions of the Development Agreement including the vested rights of _____ gross square feet of development. Development Applications for an Administrative Conditional Use Permit (as necessary) and a Hideout Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Development Agreement and the Hideout Municipal Code, as amended from time to time.

2.3. Developer agrees to pay the then-current impact fees lawfully imposed and uniformly established by the HMC at the time of permit application, whether or not state statutes regarding such fees are amended in the future, unless otherwise made unlawful.

2.4. The Development Agreement may include residential Cluster Development as outlined in the Town Standards.

2.5. The Commercial Uses in the Project shall include a full-service hotel that is rated, at a minimum, a three-star hotel or a three-diamond hotel (per the AAA rating system). The timing for the construction of this hotel must adhere to the phasing schedule indicated in Exhibit _____. The Town Council may, in its discretion and upon application by Developer, approve a boutique hotel that does not qualify under the star rating or does not include the amenities below. In considering such an application, the Town Council shall determine whether the boutique hotel proposed meets the desired character and quality of the community and the long-term goals of the Town of Hideout. The following amenities must be incorporated within the hotel:

2.5.1. A full-service dining establishment (minimum 500 SF) shall be constructed within the hotel, or in the commercial space located near the hotel as long as the dining establishment is constructed prior to the hotel or within six months of the hotel receiving a Certificate of Occupancy.

2.5.2. A fitness center (minimum of 300 SF).

- 2.5.3.** A sundry shop or market (minimum of 100 SF).
- 2.5.4.** An indoor or outdoor swimming pool and hot tub.
- 2.5.5.** A minimum of 500 SF of meeting or convention space.
- 2.6.** The Commercial Uses shall also include related support commercial as identified on the Master Development Plan included as Exhibit _____. Commercial areas shall not be converted to non-commercial purposes. The first-floor commercial square footage in the area zoned Neighborhood Mixed Use (NMU) must be reserved for “walk-in” commercial space such as retail, restaurant, café, bar/pub, grocer, or other sundry purposes. Office uses shall not be permitted on the first floor unless all commercial square footage is on the first floor in the NMU zone. In no event shall more than 25% of the first-floor commercial be dedicated to office or non-walk-in commercial uses. Vertical construction on commercial pads for phase I shall be defined as the completion of a building’s walls, roof, facades, mechanical systems, parking area, and landscaping and signed off by the Town’s building department or designee.
- 2.7.** The Master Development Plan is hereby incorporated by reference.
- 2.8.** The Residential Uses in the Project shall consist of no more than twelve (12) single family homes; eighty-four (84) townhomes; and (53) fifty-three cabins and eight (8) multi-family units. The residential units shall be nightly rental approved as an allowed use. All such units shall be subject to provisions of the HMC governing short term rentals. Developer shall ensure that any negative impacts such as parking or noise caused by the nightly rental use are mitigated through the CC&Rs recorded against the units. The Town of Hideout is granted the right and shall be entitled (but not obligated) to enforce all such CC&Rs.
- 2.8.1.** All requirements of Section 4.07 of the HMC must be satisfactorily addressed
- 2.8.2.** No Accessory Dwelling Units (ADUs) may be located on a lot and no ADU may have a nightly rental allowance.
- 2.8.3.** All nightly rentals must be for a minimum period of two consecutive days. This must be included on all advertising materials.
- 2.8.4.** No more than two (2) automobiles are allowed to park on the property at any time. This must be included on all advertising materials.
- 2.8.5.** 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. These documents must be clearly posted in the rental unit at all times.
- 2.8.6.** The owner of the nightly rental unit agrees to allow the Town’s Building Inspector or designee and the Wasatch Fire Department’s designee to conduct an annual walk-

through inspection of each rental unit to ensure compliance with all Town health, safety and welfare requirements. This review will also include an assessment of local government and/or local service district responses to the property. If three (3) substantiated complaints (e.g., police, fire, or similar emergency management services) relative to a property within a 24-month period are confirmed, the nightly rental may be revoked for a period of up to one (1) year.

2.9. All development in the Project will be consistent with the Architectural Guidelines included as Exhibit E and incorporated herein by reference. Consistent with the Architectural Guidelines, no more than thirty percent (30%) of the roofs within the development shall be of a modern flat-roof style.

2.10. Developer shall construct a public trail system throughout the Project providing pedestrian and bike connectivity as demonstrated in Exhibits B and D. Developer shall ensure perpetual maintenance of all such trails shall remain the sole and exclusive responsibility of the Community by way of the duly recorded CC&Rs.

2.11. Developer and its successors agree that the following are required to be entered into and approved by the Town of Hideout prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and a landscape plan. Approvals by the Town of Hideout shall not be unreasonably withheld.

2.12. Preservation of Native Vegetation and Slopes. The major portions of the development site shall remain undisturbed meaning there will be no change to the contours of the land, nor will any native vegetation be removed or disturbed consistent with Exhibit _____. For individual structures, the limits of disturbance (LOD) shall not extend greater than 20'-0" beyond the building footprint. For rights-of-way, the LOD shall not extend greater than 20'-0" beyond the edge of pavement. For driveways, the LOD shall not extend greater than 10'-0" beyond the edge of pavement. Deviations from these standards must be preapproved by the Town Planner or designee.

2.13. Construction envelope for disturbed land to be defined, leaving undisturbed land between building envelopes. No disturbance to natural vegetation shall extend beyond any Limits of Disturbance (LOD) fence line.

2.14. **MONETARY CONTRIBUTION PLACEHOLDER**

3. Development Applications:

3.1. Timeliness. Development applications shall be approved by the Town within a reasonable time if they comply with the Development Agreement and the Town's vested rights laws as well as all Federal and State laws and requirements.

- 3.2. Town's Denial of a Development Application. If the Town denies any Development Application, the Town shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why the Town believes that the Development application is not consistent with this MPD, applicable law, the HMC, or the Town's vested rights laws.
- 3.3. Meet and Confer regarding Development Application Denials. The Town and Applicant shall meet within fifteen (15) business days of a denial to resolve the issues specified in the denial of a Development Application.
- 3.4. Town Denials of Development Applications Based on Denials from Non-Town Agencies. If the Town's denial of a Development Application is based on the denial of the Development Application by a non-town agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 3.5. Mediation of Development Application Denials.
- 3.5.1. Issues Subject to Mediation. Issues resulting from the Town's denial of a Development Application shall be mediated.
- 3.5.2. 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, free of conflicts, with subject matter knowledge of the 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. All such mediators shall be free of conflicts. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and thereafter promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator(s) shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding of the parties.
- 3.5.3. Parcel Sales. The Town acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular parcel may not be known at the time of the sale of a parcel. Developer may obtain approval of a subdivision that does not create any individually developable lots in the parcel without being subject to any requirement in the Town's vested laws to complete or provide security for any public infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any public infrastructure in the parcel shall be that of the developer or subdeveloper upon a subsequent re-subdivision of the parcel that creates individually developable lots, or any building permit application, whichever occurs first.

3.5.4. Compliance with local laws. Developer is responsible for compliance with all local, state, and federal regulations including but not limited to those regarding the soils and environmental conditions on the Property. Furthermore, Developer is responsible for receiving any required Army Corp of Engineer Permits related to any riparian zone if it is required.

4. Master Plan Approval and Reserved Legislative Powers:

4.1. Development Approval. Subject to the provisions of this Development Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in this Development Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of the Town of Hideout. The Town shall have the right to inspect all work during normal business hours and developer shall facilitate and fully cooperate with all such inspections, including but not limited to providing documents containing drawings, plans, surveys, specifications and the results of all 3rd party inspections/evaluations.

4.2. Public Infrastructure District. Developer may elect to petition the Town to create a Public Infrastructure District (“PID”) pursuant to Utah Code § 17D-4-101 et seq. for the Property. The Town shall review and reasonably consider Developer’s petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID and the Hideout Town Council approves, the Town shall cooperate in the formation and operation of the PID.

4.3. Reserved Legislative Powers. Developer acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the power of the Town to enact legislation under the police powers vested in the Town, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Development Agreement based upon policies, facts, and circumstances meeting the important, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in the Town of Hideout; and, unless the Town of Hideout declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a completed application is approved by the Town of Hideout in conformance with the then applicable

code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

- 4.4. No Undisclosed Rights. Developer acknowledges that this Development Agreement does not restrict any rights that Developer holds under clearly established state law. Thus, the Town of Hideout has met any obligation it may owe under Utah Code Section 10-9a-532(2)©.
- 4.5. Application Under Town's Future Laws. Without waiving any density rights granted by this Development Agreement, when the Developer submits a Development Application for some or all of the Project such application shall be reviewed under the Town's Future Laws in effect at the time of the Development Application. Any such future development duly approved by the Town of Hideout shall be reduced to writing and executed by duly authorized representatives of each party.

5. General Terms and Conditions:

- 5.1. Term of Agreement. Unless earlier terminated as provided for herein, the term of this MDA shall be until December 31, 2032. If Developer has not been declared to be currently in Default as of December 31, 2032 (and if any such Default is not being cured) then this MDA shall be automatically extended until January 31, 2034. This MDA shall also terminate automatically at Project Buildout which shall be defined as the date on which a final inspection is completed for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement. Failure of Developer to obtain a building permit within 36 months of the effective date of this agreement shall constitute a default as contemplated by this paragraph. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.
- 5.2. Binding Effect; Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described on Exhibit A hereto and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
- 5.3. 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 Parties intend that this MDA grants to Developer all rights to develop the Project as described in this MDA, the Town's Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018). The Town's laws at the time of approval (and as amended when so referenced herein) shall apply.
- 5.4. Provision of Municipal Services. Except as otherwise provided in the Development Agreement, the Town of Hideout shall provide all Town services to the Project that it provides from time-to-time to other residents and properties within the Town including

but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the Town or applicable service district. Prior to the recording of a plat for any phase of the development, the Developer shall provide satisfactory evidence confirming that 1) Jordanelle Special Service District (“JSSD”) has sufficient water supply for domestic water use and fire protection to service the existing and proposed development phase as reflected on the plat to be recorded; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development phase as reflected on the plat to be recorded, has agreed to service the site. An on-site well shall not be drilled or utilized as a water source. The burden is upon the Developer to submit responsive information.

Public Infrastructure. Developer, at Developer’s cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town’s Laws. Public and private roadways and responsibility for, and maintenance of the same (including snow removal, etc.) shall be consistent with Exhibit _____. Such construction must meet all applicable standards and requirements and must be approved by the Town’s engineer, or his designee. Developer shall provide proof of adequacy of utilities for each phase of the Project prior to the recording of a plat for that phas

5.5. e.

Assignment. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer’s successors in interest (except for purchasers of completed Residential Dwelling Units). Developer’s selling or conveying lots to residential purchasers shall not be deemed to be an “assignment” unless specifically designated as such an assignment by Developer and approved by the Tow

5.6. n.

5.7. No Joint Venture. Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties.

5.8. Integration. This Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

5.9. Severability. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5.10. Attorney's Fees. If either party commences litigation regarding this Development Agreement, any of the Exhibits hereto or the Approval Documents, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees and all costs paid by the other party.

5.11. Minor Administrative Modification. Minor administrative modifications to the site plan shall be allowed by the Town's Planner or his/her designee. Any substantive modifications to the site plan such as changes in access, including but not limited to number of structures, building locations, building size, setback, or density shall be reviewed and recommended for action by the Planning Commission with final approval of the Town Council for consistency with the conceptually approved site plans reviewed on _____ 2023.

5.12. No Waiver. Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

5.13. Default.

5.13.1. Notice. If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the Town believes that the Default has been committed by a subdeveloper, then the Town shall also provide a courtesy copy of the Notice to Developer.

5.13.2. Contents of the Notice of Default. The Notice of Default shall:

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

5.13.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Development Agreement (including exhibits) under which the claimed Default has occurred;

5.13.2.3. Materiality. Identify why the Default is claimed to be material; and

5.13.2.4. Optional Cure. If the Town chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

5.13.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Section 3.5.

5.13.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

5.13.4.1. Law and Equity. All rights and remedies available at law and in equity,

including, but not limited to, injunctive relief, specific performance, and/or damages.

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

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

5.13.5. Public Meeting. Before any remedy in Section 5.13.4 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.

5.13.6. Emergency Defaults. Anything in this Development Agreement notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town, then the Town may impose the remedies of Section 5.13.4 without the requirements of Section 5.13.5. The Town shall give Notice to the Developer and/or any applicable subdeveloper of any public meeting at which an emergency default is to be considered, and the Developer and/or any applicable subdeveloper shall be allowed to address the Town Counsel at that meeting regarding the claimed emergency Default.

5.13.7. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is actively making real, substantial, and demonstrable progress in curing any such defect(s).

5.13.8. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

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

5.14. 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.

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

5.16. Entire Agreement. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein

or by a subsequent written amendment signed by all Parties.

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

5.18. 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 _____, 2023.

5.19. 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:

Abundance Sanctuary LLC
C/O Jenni Hogan and Ryan Sapp
7110 Stagecoach Drive
Park City UT 84098

To the Town:

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

6. Phasing: Access.

6.1. Project Phasing. The Project shall be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the “Phasing Plan”) (attached hereto as Exhibit G), and in accordance with the HMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit. Any major modifications or elaborations to the approved Phasing Plan must be approved by the Town Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Town’s Building Department designee or the Town Planner, such modifications or elaborations will come before the Town Council for approval.

6.2. Construction of Access. Developer may commence grading access to the Project as approved by the Town Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the HMC, the International Building

Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to Town standards and accepted by the Town.

6.3. Form of Ownership Anticipated for Project. The Project will consist of a hotel, commercial buildings and related improvements, mixed-use buildings, and residential unit, including nightly rental units.

7. **List of Exhibits.**

- Exhibit–A - Legal Description
- Exhibit B – Master Development Plan
- Exhibit–C - Phasing Plan
- Exhibit D – Concept Plan Approval by Planning Commission
- Exhibit E – Limits of Disturbance Map
- Exhibit F – Public/Private Road Map
- Exhibit G – Architectural Guidelines
- Exhibit H – Copy of Town Council Resolution

IN WITNESS WHEREOF, this Agreement has been executed by the Developer by persons duly authorized to execute the same and by the Town of Hideout, acting by and through its Town Council as of the ___ day of _____, 2023.

TOWN OF HIDEOUT

By: _____
Philip Rubin, Mayor

ATTEST:

By: _____
Alicia Fairbourne, Town Recorder

APPROVED AS TO FORM _____

Polly McLean, Town Attorney

DEVELOPER:

Abundance Sanctuary LLC
a Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 : ss
COUNTY OF WASATCH)

On this ____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that s/he is a member/manager of Abundance Sanctuary, LLC, a Utah limited liability company _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tax ID #s: 00-0020-8182 & 00-0020-8184, totaling 69.57 acres +/-

The Land referred to herein below is situated in the County of Wasatch, State of Utah, and is described as follows:

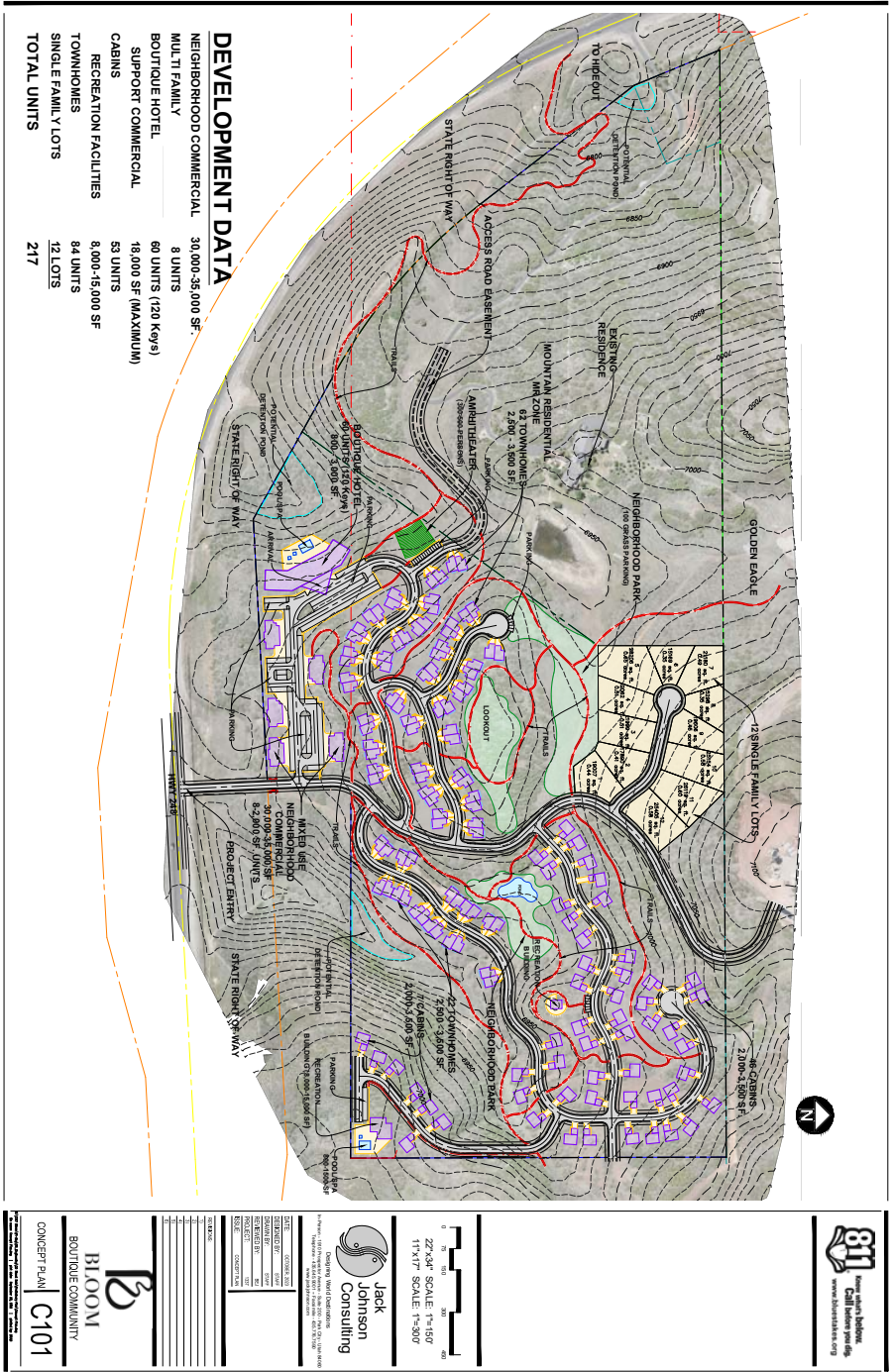
BEGINNING AT A POINT NORTH 89°43'12" EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 22°25' EAST 327.24 FEET; THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 37°37'39" EAST 686.10 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE AROUND A CURVE TO THE LEFT (DELTA = 23°06'12"; RADIUS 1951.83 FEET) 787.035 FEET; THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 60°43'51" EAST 595.813 FEET; THENCE NORTH 87°00'01" EAST 938.59 FEET; THENCE NORTH 00°05'33" WEST 294.229 FEET ALONG THE QUARTER SECTION LINE TO THE 40 ACRE LINE; THENCE ALONG THE 40 ACRE LINE NORTH 89°43'12" EAST 1343.685 FEET TO THE 40 ACRE LINE; THENCE ALONG THE 40 ACRE LINE NORTH 00°05'33" WEST 1317.51 FEET TO THE SECTION LINE; THENCE ALONG THE SECTION LINE SOUTH 89°43'12" WEST 1343.685 FEET TO THE NORTH QUARTER CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE SOUTH 89°43'12" WEST 2589.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PORTION:

BEGINNING AT A POINT WHICH IS NORTH 89°43'12" EAST 145.04 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE ALONG THE HIGHWAY RIGHT OF WAY AND LIMITED ACCESS THE FOLLOWING COURSE, SOUTH 22°25'00" EAST 327.24 FEET; THENCE SOUTH 37°37'39" EAST 686.10 FEET; THENCE AROUND A 1951.83 FOOT RADIUS CURVE TO THE LEFT, (DELTA = 23°06'12") 787.035 FEET; THENCE SOUTH 60°43'51" EAST 242.32 FEET; THENCE NORTH 35°55'54" EAST 1289.100 FEET; THENCE NORTH 441.850 FEET TO THE NORTH SECTION LINE OF SAID SECTION 21; THENCE ALONG SAID SECTION LINE SOUTH 89°43'12" WEST 2103.120 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MASTER DEVELOPMENT PLAN



811
 Home and Job Alerts
 Call before you dig
 www.811ark.com

0 25 50 100
 22'x24' SCALE 1"=160'
 11'x17' SCALE 1"=80'

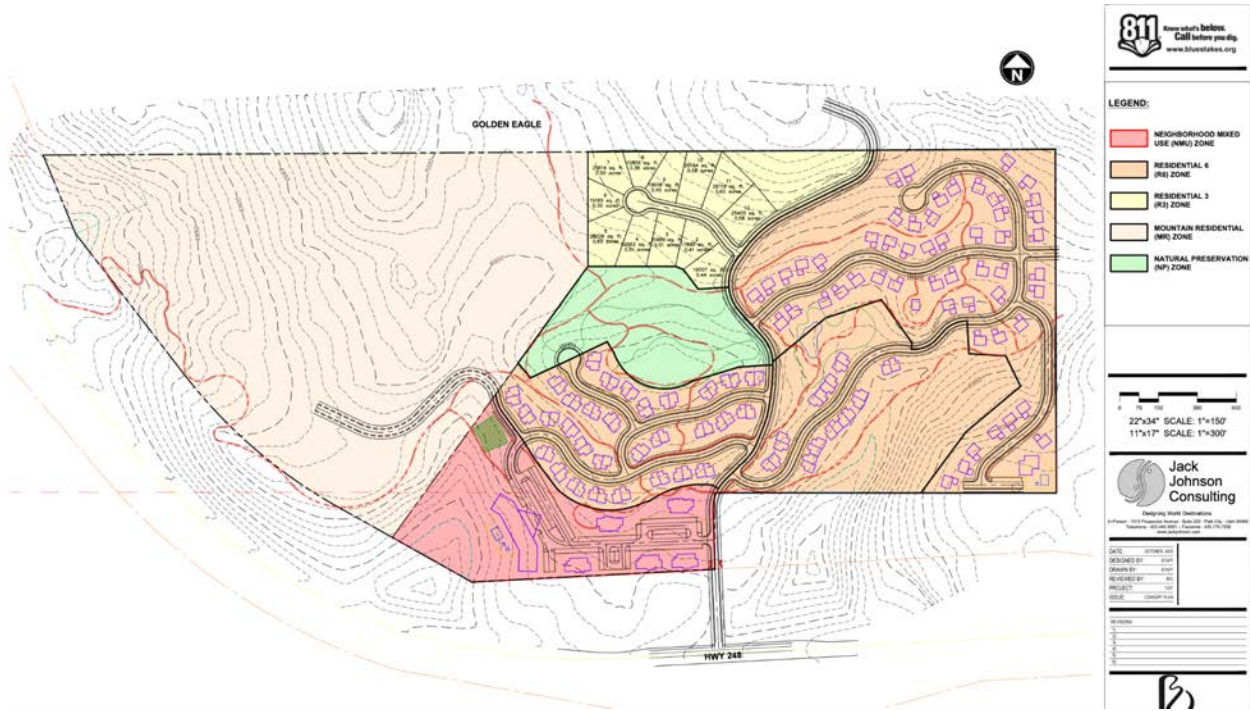
Jack Johnson Consulting
 1000 W. 10th Street, Suite 100
 Little Rock, AR 72202
 Phone: (501) 782-1111
 Fax: (501) 782-1112
 www.jackjohnsonconsulting.com

Bloom
 ROUTINE COMMUNITY
 CONCEPT PLAN | C101

DATE: 08/14/2014
 DRAWN BY: JAC
 CHECKED BY: JAC
 SCALE: AS SHOWN

EXHIBIT C

PHASING PLAN



Phase 1:

Infrastructure A:
Main route through middle and lower west loop

Infrastructure B:
Finish west loop middle
Upper west cul-de-sac

Infrastructure C:
Upper East loop
Amphitheater/Grass Top Park

Buildings:
Hotel - 120 keys
40 townhomes - 2500 to 3500 Sq ft
Commercial pads- South West - 18,000 square feet

Phase 2:

Buildings:
12 single family (on back west side culdesac)

Phase 3:

Infrastructure D:
Lower East side cul-de-sac
Infrastructure E:
Upper East Side Loop
Infrastructure F:
East/South corner road cul-de-sac

Phase 4:

Buildings:
53 cabins - 2000-3500 sq feet
Cabins Resort Amenities

Phase 5:

22 Townhomes - 2500 to 3500 Sq ft
Commercial pads #2 North West -17,000 square feet, 8 multifamily 2000 squ ft

Phase 6:

Buildings:
22 townhomes on the east side - 2500 to 3500 Sq ft

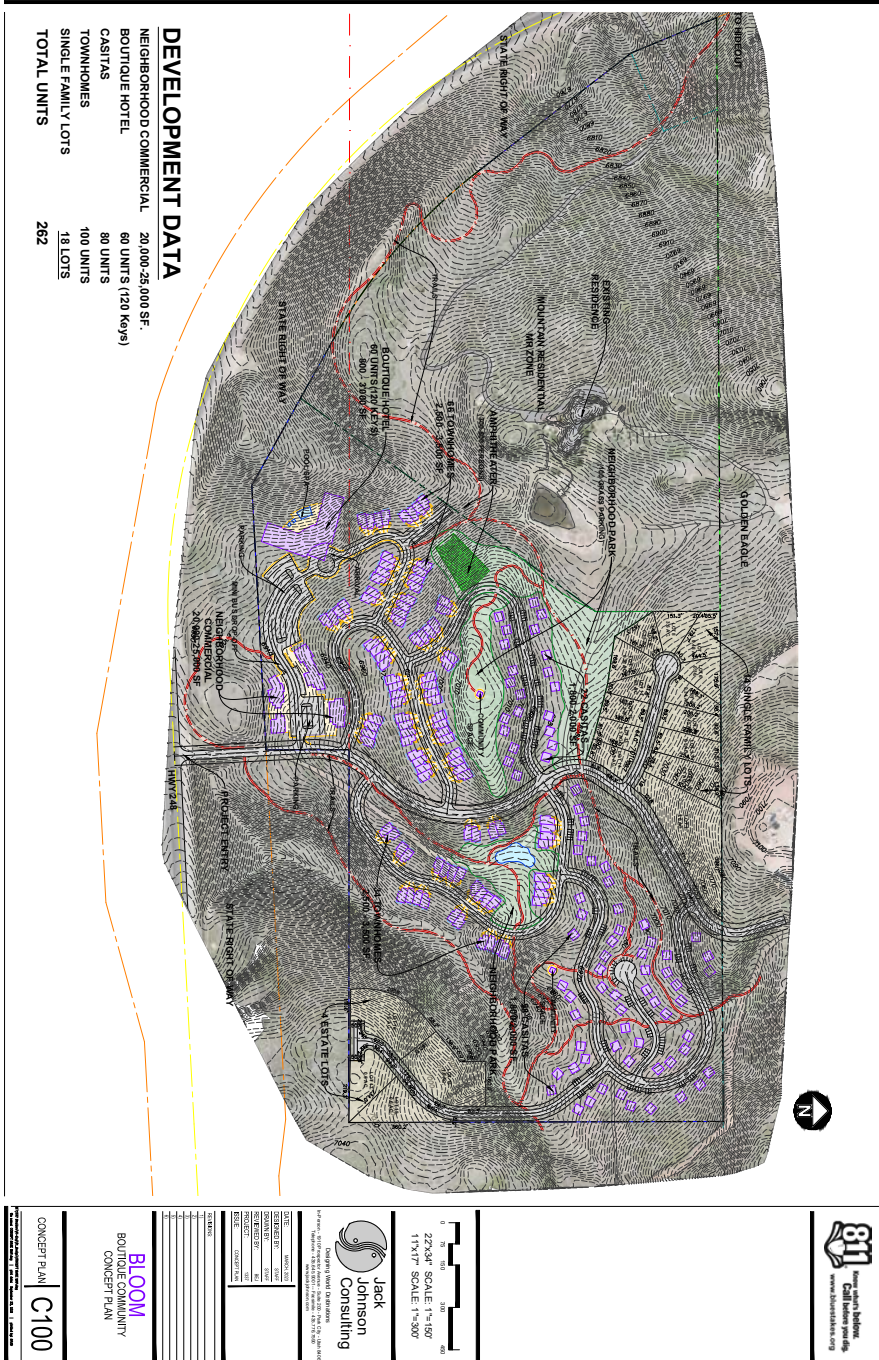
Phase	1	2	3	4	5	6
Includes						
Hotel	120	0	0	0	0	0
Commercial	18,000	0	0	0	17,000	0
Townhomes	40	0	0	0	22	22
Homes	0	12	0	0	0	0
Cabins	0	0	0	53	0	0
Multi Family	0	0	0	0	8	0

<u>Phase Timeline Plan</u>			
Timeline and value		Projected Start goal	Projected Completion Goal
Phase 1			
Bloom Infrastructure Phase 1 - A	Main route through middle plus lower west loop	2024 Spring/Summer	2025 Q1
Bloom Infrastructure Phase 1 - B	Finish West Loop Middle, and upper West Cul-de-sac	2024 Spring/Summer	2025 Q1
Amphitheatre		2024 Spring/Summer	2025 Q1
Grass/Top Park		2024 Spring/Summer	2025 Q1
Hotel (Total)		2024 Fall	2025 Winter
Hotel (Extra) Commercial		2024 Fall	2025 Winter
Hotel (Extra) Restaurant		2024 Fall	2025 Winter
Hotel (Extra) Lanscape		2025 Summer/Fall	2025 Winter
Bloom Landscape Phase 1		2025 Summer/Fall	2025 Winter
Commercial Phase 1 - A	Pad one of commercial 8000 squ feet	2024 Fall	2025 Fall
Commercial Phase 1 - B	Pad two of commercial 10000 squ feet	2025 Summer/Fall	2026 Fall
Commercial Phase 1 - A	Vertical of commercial 8000 squ feet	2025 Fall	2026 Fall
Commercial Phase 1 - B	Vertical of commercial 10000 squ feet	2026 Fall	2027 Fall
Townhouses Phase 1 - A	10 Townhouses	2025 Spring	2026 Spring
Townhouses Phase 1 - B	10 Townhouses	2026 Spring	2027 Spring
Townhouses Phase 1 - C	10 Townhouses	2027 Spring	2028 Spring
Townhouses Phase 1 - D	10 Townhouses	2028 Spring	2029 Spring
Phase 2			
Single Family Phase 2 - A	4 Single Family Homes	2025 Spring	2026 Fall
Single Family Phase 2 - B	4 Single Family Homes	2026 Spring	2027 Fall
Single Family Phase 2 - C	4 Single Family Homes	2027 Spring	2028 Fall
Phase 3			

Bloom Infrastructure Phase 3 - C	Lower Eastside Cludesac	2027 Spring	2027 Fall
Bloom Infrastructure Phase 3 - D	Upper East Loop	2027 Spring	2027 Fall
Bloom Infrastructure Phase 3 - E	East right corner road	2027 Spring	2027 Fall
			*Note: Infrastructure complete
Phase 4			
Cabins Phase 4 - A	25 Cabins	2028 Spring	2029 Fall
Cabins Phase 4 - B	28 Cabins	2029 Spring	2030 Fall
Cabins - Club House/Restaurant/Amenities	Club house, Small 30 person restaurant, Meeting space, cold plunge, Pool etc	2028 Spring	2029 Fall
Phase 5			
Townhouses Phase 2 - A	8 Townhouses	2029 Spring	2030 Spring
Townhouses Phase 2 - B	8 Townhouses	2030 Spring	2031 Spring
Townhouses Phase 2 - C	6 Townhouses	2031 Spring	2032 Spring
Bloom Landscape Phase 2		2030 Summer	2030 Fall
Commercial Phase 4 - A	Pad three and Four of commercial 17000 sq ft	2028 Spring	2029 Fall
Commercial Phase 4 - B	8 Multi Family Units	2028 Spring	2029 Fall
Commercial Phase 4 - A	Vertical three of commercial 17000 sq ft	2029 Fall	2030 Fall
Phase 6			
Townhouses Phase 4 - A	11 Townhouses	2032 Spring	2033 Spring
Townhouses Phase 4 - B	11 Townhouses	2033 Spring	2034 Spring

EXHIBIT D

CONCEPT PLAN APPROVAL BY PLANNING COMMISSION



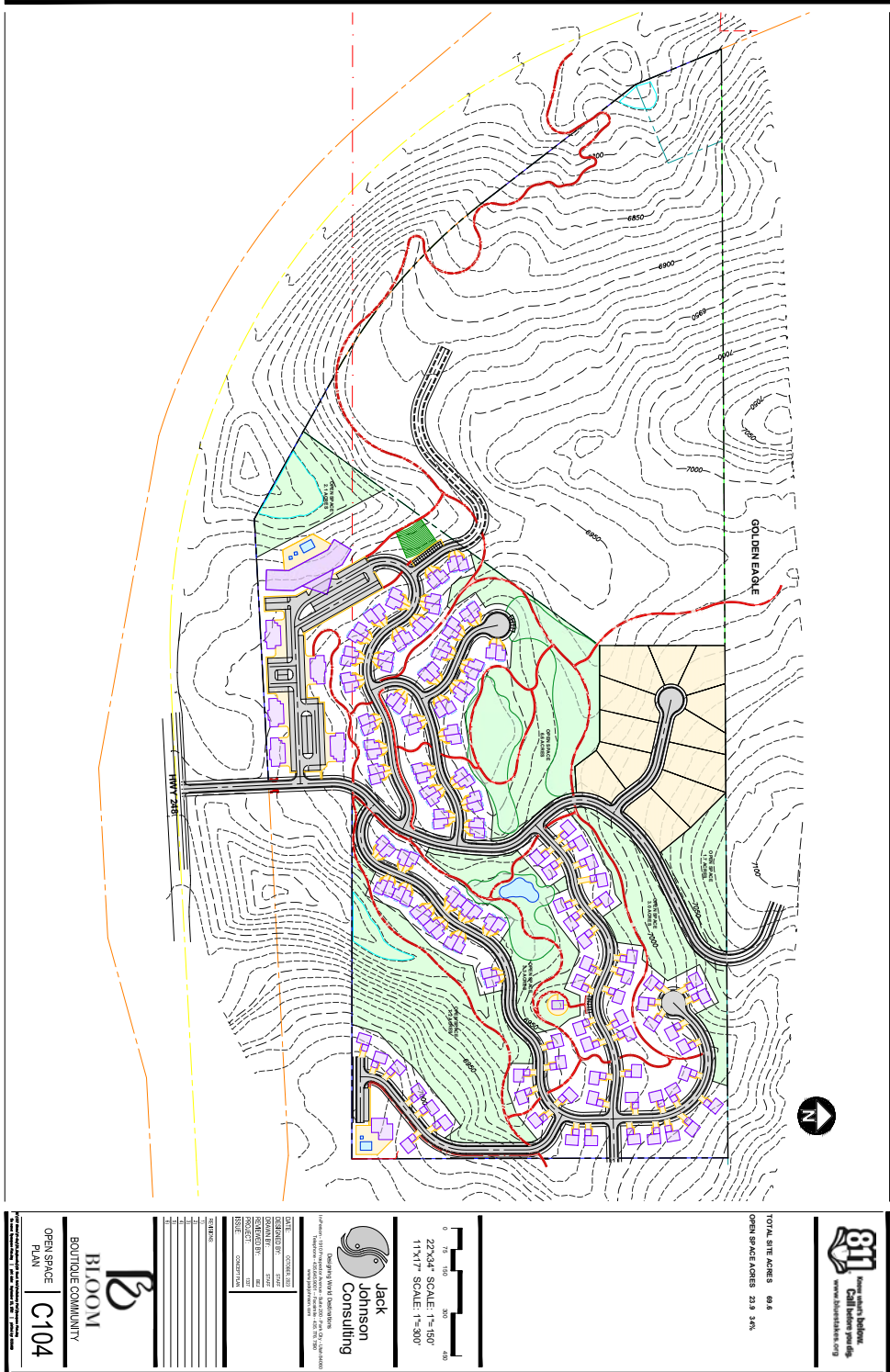
Scale: 1" = 100'
 1/4" = 100'
 1/8" = 100'

Jack Johnson Consulting
 11111 1st Street, Suite 100
 San Diego, CA 92121
 Phone: 619.451.1111
 Fax: 619.451.1112
 Email: info@jackjohnson.com

CONCEPT PLAN C100

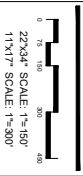
EXHIBIT E

LIMITS OF DISTURBANCE MAP



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 www.811ok.org

TOTAL SITE ACRES 69.8
 OPEN SPACE ACRES 23.9 34%

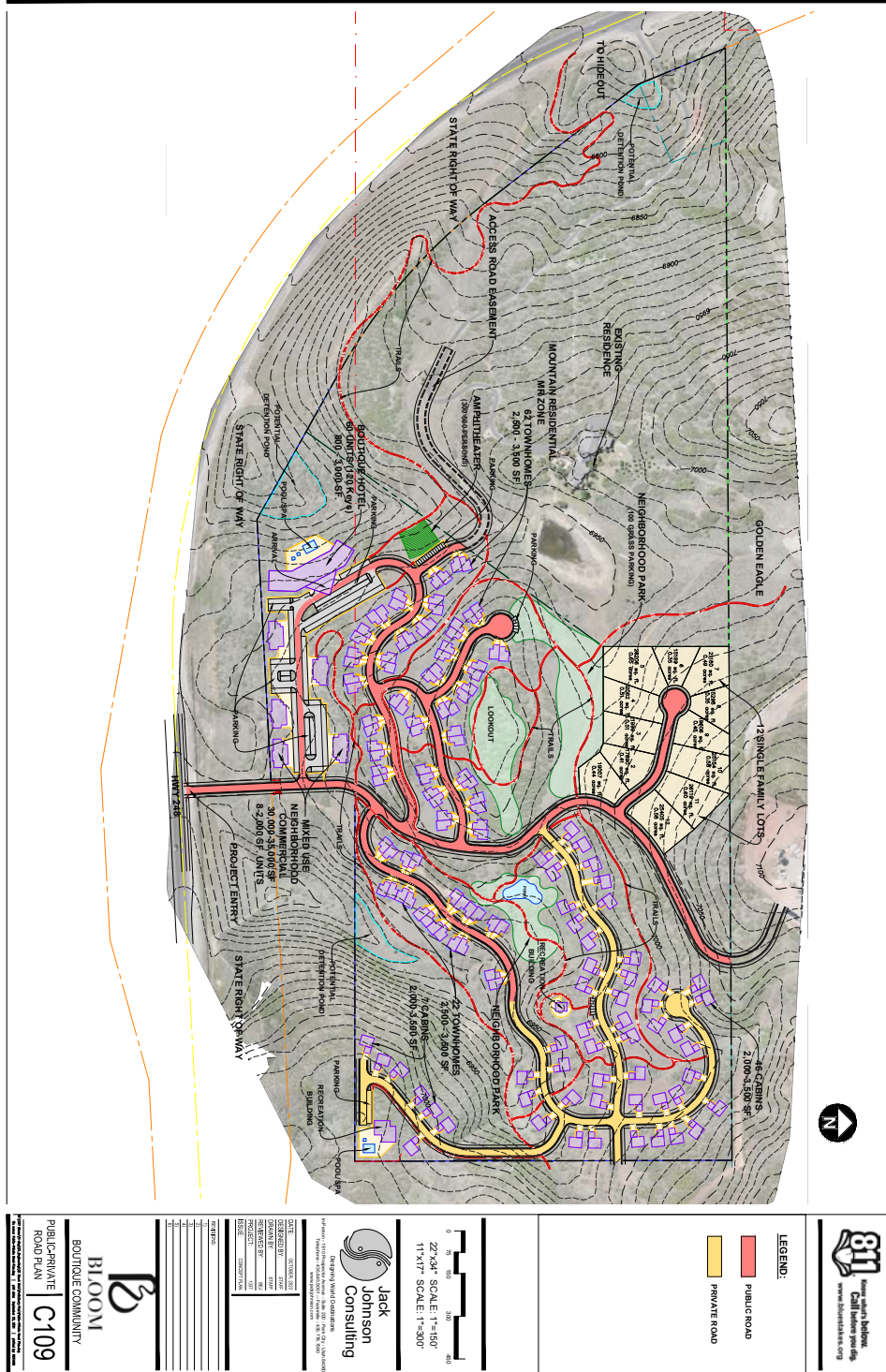


Jack Johnson Consulting
 11111 North 40th Avenue
 Suite 100, Greenwood Village, CO 80120
 Phone: 303.751.9400
 Fax: 303.751.9401
 www.jackjohnsonconsulting.com

DATE	CONTRACT NO.
08/11/2010	2010-001
09/01/2010	2010-001
10/01/2010	2010-001
11/01/2010	2010-001
12/01/2010	2010-001
01/01/2011	2010-001
02/01/2011	2010-001
03/01/2011	2010-001
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BLOOM
 BOUTIQUE COMMUNITY
 OPEN SPACE
 PLAN
C104

EXHIBIT F PUBLIC/PRIVATE ROAD MAP



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- LEGEND:**
- PUBLIC ROAD
 - PRIVATE ROAD

0 20 40 60 80
 22'x34" SCALE: 1"=80'
 11'x17' SCALE: 1"=50'

**Jack
 Johnson
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 1400 W. 10TH AVENUE, SUITE 200, DENVER, CO 80202
 303.733.8888
 www.jackjohnsonconsulting.com

DATE:	02/02/2010
DESIGNED BY:	JAZ
CHECKED BY:	WJ
PROJECT:	C109
PROJECT LOCATION:	
SCALE:	

BLOOM
 BOUTIQUE COMMUNITY
 PUBLIC-PRIVATE
 ROAD PLAN | C109

EXHIBIT G
ARCHITECTURAL GUIDELINES
(see the following pages)



Bloom

At Hideout

DESIGN GUIDELINES

October 2023

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PURPOSE AND INTENT

The BLOOM MDA has established this Design Guideline, which is intended to convey "Mountain Architecture" and common elements for the Bloom area and to create a coordinated and coherent development. The architecture is based on an authentic Wasatch Mountain vernacular, where structures are reflective of both their respective functions and the surrounding environment.

Buildings and common elements are to be consistent in material finish and general form and constructed of quality materials consistent with the Bloom style. The use of natural materials is encouraged. This Design Guideline identifies key elements that define the character of buildings and common elements and creates a consistent vocabulary that unifies the community.

This Design Guideline will contain images and plans illustrating the Architectural Design Standards and Principles described herein, as well as all approved materials and finishes for architecture. This Design Guideline will be recorded in the town of Hideout and will be used in conjunction with the Town Code.

DESIGN THEME STATEMENT

The general character of the buildings should be one of authenticity, where the buildings look and feel as if they belong to the resort and the surrounding environment. Depending on the building type, the building should be articulated and textured in order to generate visual interest and allow structures to fit harmoniously within the landscape of the surrounding Wasatch Mountains. The general character is defined by the overall form, massing, setting, and detail in the key component pieces. Materials will look like they are part of the mountain.

It is very important that buildings within the Bloom appear harmonious with their mountain environment and that they allow the natural landscape to dominate the distant views of the lake and mountains. The climate, terrain, and important natural features, such as stands of trees and rock outcroppings, are all important factors to be considered in designing any improvements to properties within the Community. The following guidelines are intended to ensure environmentally sound and aesthetically pleasing development of the Bloom, which will mutually benefit all.

Buildings shall embody "Mountain Resort Architecture" with a Contemporary Mountain Modern design, displaying simplicity with a modern flair. Designs should focus on how the buildings meet the ground, work with the existing grades, and harmonize with the natural character of the specific area within the Bloom. The primary objective of these guidelines is to minimize off-site visual impacts through sensitive massing, color and materials selection and create consistent elements regardless of project boundaries. The design standards govern architectural elements such as building massing, roof form and the color and reflectivity of materials as well as establishes common elements in and out of the public right-of-way. These standards do not mandate an identifiable architectural style or theme beyond "Mountain Architecture." Developers and owners are required to design with materials and forms that reflect the mountain character of the site and its climate in order to create places intimately connected with the natural surroundings. Imitation of non-indigenous styles that are closely identified with other geographic regions is discouraged.

ARCHITECTURAL DESIGN STANDARDS

The following architectural design standards have been established according to both climatic and aesthetic characteristics of the Bloom. These standards are specifically intended to maintain the character of this region, as they promote a level of architecture which is not only compatible with the natural landscape but is also environmentally sound.

The architectural character of the Bloom is Contemporary Mountain Modern styles. The goal is to maintain a blend of Traditional and refined Contemporary styles, representing understated elegance and emphasizing quality of construction, natural colors and materials, preservation of the natural environment, and distinctive design creativity within the surrounding natural color palette and that is intended to maintain the "Mountain Resort Architecture".

Architectural Objectives & Unifying Purposes

In keeping with the vision and the design objectives of the Bloom, developers and residents will be required to design their projects in accordance with the appropriate standard design elements and the other guidelines described herein.

Bloom Architectural Principles

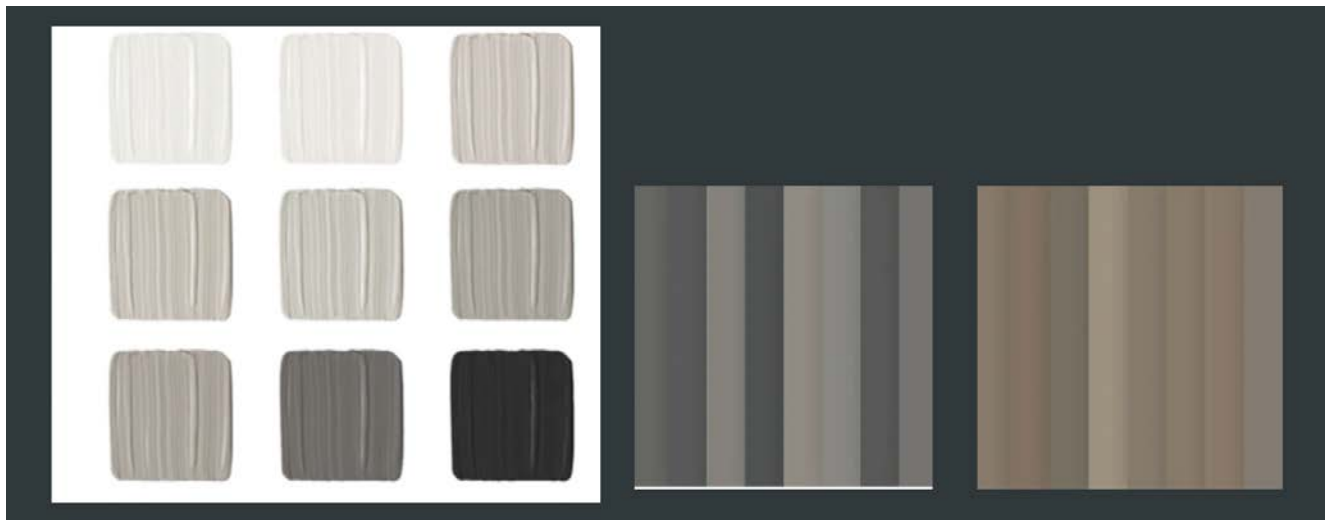
The unifying strategy of architectural design is summarized by the following BLOOM Architectural Principles:

- a. The Bloom projects shall invoke an image of Mountain Resort Architecture.
- a. Projects shall use natural stone as a unifying element or design accent in the building bases, streetscape and pedestrian walkway details.
- a. Use wood siding, cement board with the appearance of natural wood, COR-TEN (COR-TEN is a brand name that is generally understood but is intended to mean weathered steel) or painted steel, natural stone or natural stone veneer, and smaller areas of stucco on the facades of buildings, and utilize large planes of colors; and
- b. Side Architecture is required. All elevation sides must contain doors, windows, or other openings in the walls and must be treated with the same attention to detail given to the front or street elevation.

Color Palette

Colors shall be similar to the natural backdrop colors of the Jordanelle Basin. Main building colors should be more earth tones and subdued tones such as grays, browns and nut. Accent colors may pick up on the subtleties of the spring, summer, and fall seasons to broaden the palette.

The color palette shall reflect a similar range of hues as shown below:



Style Descriptions

Contemporary Mountain Modern:

Contemporary Mountain Modern is a refined style characterized by clean lines, flat-to low-pitched mono-slope roofs, minimal gable roof shapes, and minimal heavy trim details, with larger expanses of window systems used as exterior walls. This style allows any Traditional Mountain-influenced residence to have a bolder modern interpretation while maintaining regional charm. This will be incorporated through the entire development from single family homes, townhouses, cabins, to the commercial village area and hotel essence.

Single Family Homes Images:



Commercial Village Images:

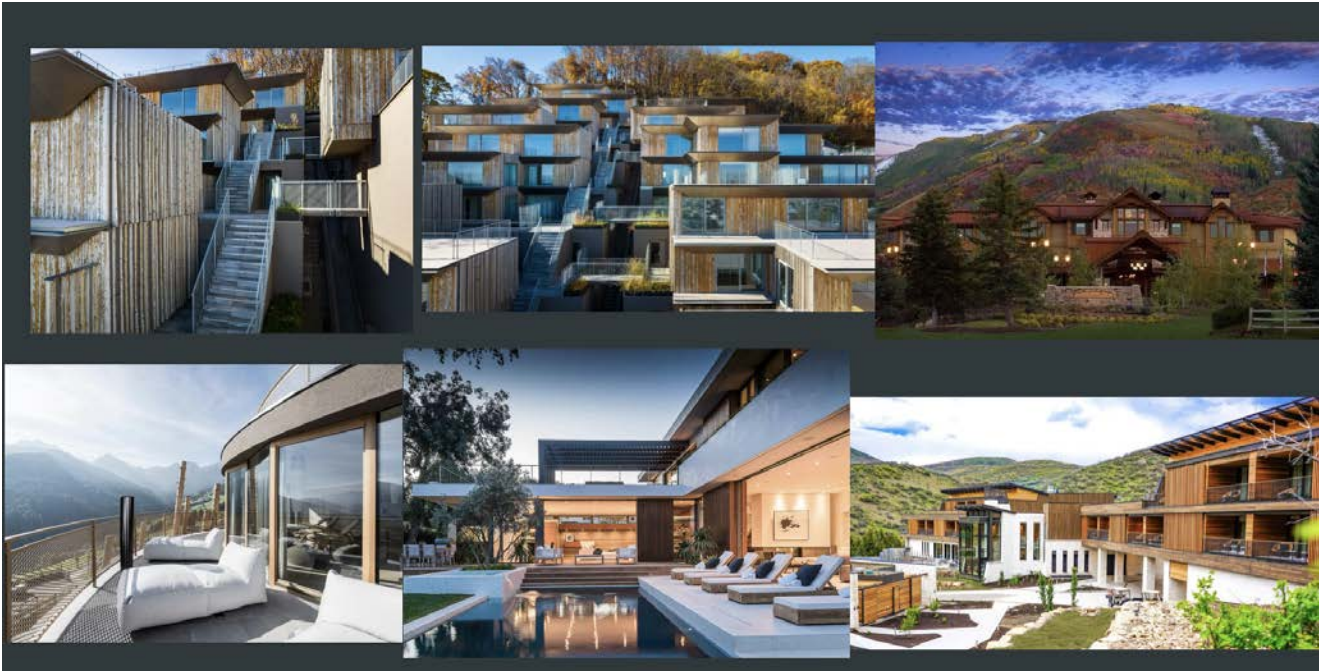


Cabin Resort Home Images:



Townhome Images:





Hotel Images:

Building and Massing:

Architectural elements at the base of buildings which express structure shall be stockier, and foundation walls shall be heavier and more pronounced and grounded in their respective environment. Building massing should step with the natural variations in the topography to integrate the building into the natural landscape.

Columns and Building Articulation

Building columns and articulation are highly interrelated. Columns provide detail along the vertical planes of a building as well as below supported structures such as awnings and

balconies. Columns provide the spatial definition and depth that are critical to the articulation of a building. Additionally, the way columns establish spatial definition along the ground plane greatly impacts the quality of the adjacent pedestrian environment. Columns should not appear spindly or smaller than the scale of the project.

Height and Massing of Structures

The primary purpose of building height restrictions is to create and maintain the overall skyline appearance of the Bloom Community.

The roof lines are of particular important because the roofs, on the majority of the home sites, will be readily visible from both adjacent and distant properties. The roof of each house shall be designed to create a harmonious relationship with the existing site contours, street, and adjacent structures when viewed from all directions.

As per R6, R3 zoning, no residential building shall be greater than thirty-five feet (35") or three (3) stories. As per NMU zoning, no commercial building shall be greater than (45") and Mixed Used building (52"). Building heights shall be determined by the true vertical distance measured from the natural grade. Roof top decks are not considered a story but will meet height requirements.

Design of all home elevation sides shall be approached with the same attention as that given to the front or street elevation, and each elevation must contain door(s) and/or window(s) openings in the walls. Articulation, offsets, and indentations in wall planes are required and necessary to create visual interest and add depth via shadow lines.

The placement, style, and scale of elements such as windows, doors, and different exterior materials establish a building's character, adds richness, and enhances its sense of place.

Building Materials

Building materials shall reflect the natural surroundings and complement the architectural style of the building. Foundation walls must create a strong connection to the ground. For purposes of this section the adjusted exterior surface area shall be defined as the combined total exterior wall area of all facades, including all exposed foundation walls, deducting all

window and door openings. Stucco accents are acceptable and shall be less than 10 percent of the adjusted exterior surface area. Large unbroken surfaces of stucco are not permitted.

Corrugated metal, round logs, and faux stone are not permitted.

Wall forms should be continuous in pedestrian areas with attention paid to detail.

Storefronts in commercial areas must also be continuous.

Foundation Walls

Buildings must be carefully integrated into the natural landscape and should appear to grow out of the land. Architectural elements at the base of buildings shall be stockier to express structure and foundation walls should be heavier and more pronounced. In a building that is well integrated with the site, the foundations become a platform that defines the exterior perimeter of the interior and outdoor living spaces and sets the nature of the transition between the existing and built environment. Strong-looking foundations with the heaviest materials beneath lighter materials and forms that express longevity in a harsh climate are key to successful mountain architecture. Natural stone is considered a heavy material and shall be placed beneath other approved materials. Within six inches of ground level, foundations must be covered with materials such as natural stone, or COR-TEN or blackened steel.

Exposed posts, bracing weather decorative or structural, large timbers, corbels and substantial natural stone columns or posts with natural stone bases that are consistent with the architectural vernacular are allowed as support structures for projecting elements from buildings.

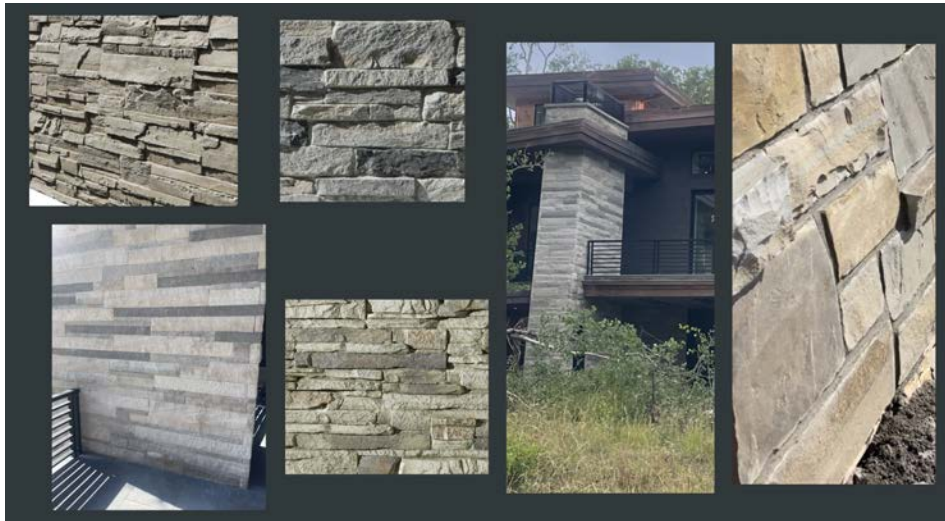
Exterior Walls

Exterior walls shall match the medium color and value of the natural landscape and color palette. Buildings shall avoid flat wall planes. Building elevations should be horizontally and vertically stepped to avoid large uninterrupted wall surfaces that can distract or look out of place from the natural landscape.

Building materials shall reflect the natural surroundings and complement the architectural style of the Residence.

Approved Exterior Materials:

1. Natural Stone or Natural Stone Veneer
2. Natural Wood – the use of natural wood siding installed in different directions with different colored stain is not acceptable as a distinct material option. However, the use of two (2) different wood species is an acceptable distinct material option if the profile style, installation direction, and a different finish stain color are used.
3. Corten Steel and Blackened Steel – (minimum 22-gauge metal panel is required to prevent oil canning)
1. Fiberboard, Cemplank, or Cementitious Siding with an embossed appearance of natural wood grain.



Doors

Main entry doors should be oversized to make a grand statement and should have side lights, window accents, or surrounding windows whenever possible. Doors shall be constructed of steel, glass and/or wood. The primary treatment on wood doors should have the appearance of natural stained wood. Steel doors can have a natural patina and paint finish. All doors should match the overall character and architecture of the building and incorporate glass as appropriate. Side or service doors may be fiberglass or aluminum. All doors can be painted.



Windows

Buildings may have expanses of glass to celebrate the fantastic views and provide a refined touch. Windows offer the opportunity to create scale, proportion, and detail to exterior elevations, while responding to view, privacy, and natural daylighting considerations. Sizes of window components in multi-pane assemblies can add a human scale and proportion to the building.

Window design is an integral component of the building architecture and should enhance the visual interest of the building. All elevation sides should contain doors, windows, or other openings in the walls and be treated with the same attention to detail given to the front or street elevation. Roof overhangs should be used to shade large glass areas and avoid reflective glare.

Window frames shall be constructed of the following materials: thermally-broken aluminum frames, thermally-broken steel frames, wood frames with exterior extruded aluminum cladding, fiberglass, vinyl composite or wood composite.

Garage Entrances and Doors

Garage entrances and doors shall be designed and placed to be compatible with the building and the surrounding area. Garage doors occupy a major portion of the building's ground floor and can therefore have a major impact on the pedestrian's perception of the building. In order to minimize the visual impacts of the garage door, it must be designed to be an integral part of the building's architecture, with trim and detailing that are visually interesting. Garage doors shall be designed to complement the architecture of a building and not become the dominant facade feature. Garage doors shall be recessed and landscaped to soften the impact of the door when viewed from the street.

Garage doors shall be constructed of steel, wood, fiberglass, or wood composites with windows that complement the structure. Doors that are primarily glass may have frames that are aluminum, steel, fiberglass or wood which are painted.

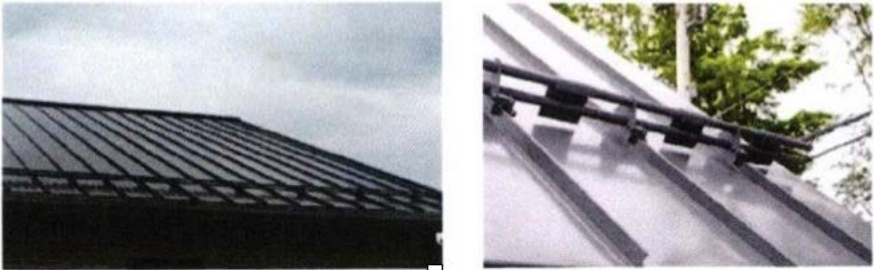
Garage doors shall be set back from face of detached or attached single family housing. Front facing garage doors shall have a minimum eave overhang of 2 feet.



Roofs and Snow Guards

Building roofs are an essential element of the visual landscape of Bloom. For traditional mountain architecture, the main roof should be articulated with a combination of gables and dormers that integrate windows and usable spaces. Additionally, on all roofs, secondary roofs should be used to break up large expanses of the main roof. All roof materials should have a natural appearance. Roof colors shall be conforming to Bloom design standards, color palette and be analogous to the natural colors present in the Jordanelle Basin area. Snow guards must match the color of the roof. Roofs above entrances should be gabled or take similar measures to prevent snow from shedding in the entries.

Solar panels are allowed flush to a roof or hidden from view behind a parapet wall.



Roof Material

Approved roof materials: painted standing seam metal roof, COR-TEN or blackened steel, patinaed copper, patinaed zinc, Vail metal tile, and environmentally sensitive composite shingles such as a substantial 40-year approved wood-like shake profile. Other materials that may be acceptable include concrete, slate tiles, presidential superior grade asphalt shingles similar in quality to "Presidential Shake," and thermoplastic polyolefin.

Eaves

Eaves shall project a minimum of 24 inches (inclusive of rain gutters) beyond the building walls in order to minimize reflections from glazing, create shadow patterns on the building walls, and protect south facing interior spaces from glare caused by the low angle of the winter sun and protect pedestrians from falling snow and ice.

Fireplaces, Chimneys, Flues, Vents & Rooftop Equipment

All roof vents shall be incorporated into the roof design and shall be complimentary to the building architecture. Acceptable solutions to individual utility roof vents are dormer venting, fireplace venting or cupola venting. Attic venting can be prefabricated shingle cap, ridge venting, custom built ridge venting, or cupola venting. Box vents, also known as "turtle vents" (powered or static), are acceptable if they are placed on non-street-facing roof planes, such as the back sides of ridges, and are evenly distributed so as to avoid vent clusters. Colors should be harmonious with the roof material and reflective surfaces or finishes should be avoided. Flues, vent stacks, roof mechanical equipment, and other penetrations should be ganged together using as few stacks as possible. These stacks should be articulated as features on the roof with appropriate architectural detailing and spark arresters. Chimneys and roof mechanical equipment enclosures shall be clad in natural stone or COR-TEN, or siding or blackened steel.

Site Lighting

Developers shall use the approved street lights or something similar and utilizing the common materials of COR-TEN, wood and rock adopted as part of this Guideline with the intent of a low-level, uniform street lighting scheme for safety purposes. Additional site lighting is permitted, provided such lighting has a low-level, subdued intensity and is fully shielded, down facing, and does not result in any kind of excessive glare toward the street or Neighboring Properties. External lighting fixtures are encouraged to have frosted or

heavily seeded glass so that the light source is not visible. All exterior lighting sources must meet the town of Hideout's Dark Sky requirements.

Setbacks, Developable Envelopes, and Public Utility Easements

During the design development process of your Homesite plans, we encourage your stewardship to ensure that Bloom's unique mountain community design sensibilities remain intact.

Setbacks, Developable Envelopes, Public Utility Easements, and Rights-of-Way all need to be carefully considered during planning or proposed improvements on a Homesite. Each of these areas are restricted and cannot be built in or encroached upon.

Setbacks have been established to maintain a balance between buildings and the natural setting, while still providing flexibility in building configuration and location relative to protected existing vegetation and topography.

Public Utility Companies have easements on all Homesites measuring ten feet 10' from the property line on all sides. Owners are also responsible to provide access to any utility company or the Association for any services, repairs, or maintenance, including snow removal. Furthermore, owners are responsible for damage that may occur to any utility within the PUE.

Setbacks and Public Utility Easements measured from the Property Lines:

<u>Property Line</u>	<u>Setback</u>	<u>Public Utility Easement (PUE):</u>
Front	ten feet (10')	ten feet
(10') Sides (10')	ten feet (10')	ten feet
Rear	twelve feet (12')	ten feet (10')

Areas of a Homesite that may be developed are determined by Setbacks, PUEs, ROWs and/or Developable Envelopes (DE). A Developable Envelope (DE) may be delineated on Homesites with steeper slopes.

Allowed Encroachments

The **ONLY Allowed Improvements or site disturbance within the ROW and PUE** are landscape enhancements with trees and plants selected from the approved plant list, appropriate irrigation, drainage swales, and:

Front ROW:

- Utility Connections
- Driveway Entrance and Associated Grading and retaining walls associated with the driveway

Front Setback and PUE:

- Utility Connections
- Driveway Entrance and Associated Grading
- Roof Eaves to encroach into the Setback up to two feet (2')
- On Ground Hard Surface Areas, or Decks less than two feet (2') Above Ground up to two feet (2')

Side Setbacks and PUEs:

- Utility Connections
- Roof Eaves up to two feet (2')
- On Ground Hard Surface Areas, or Decks less than two feet (2') Above Ground up to two feet (2')

Rear Setback Area to PUE:

- Roof Eaves up to four feet (4')
- On Ground Hard Surface Areas, or Decks less than two feet (2') Above Ground up to four feet (4')
- Retaining Walls, and Associated Grading up to the PUE
- Hot Tubs and Fire Pits up to four feet (4')

Rear PUE:

- Encroachments are not allowed

If during construction, the General Contractor encounters unforeseen site design constraints that may warrant the need to encroach into the PUE setback, the Owner/General Contractor must submit a detailed redline drawing outlining their proposed design modifications to the Town of Hideout for review and approval prior to start of construction.

Retaining Walls

Retaining walls and associated grading should be contained within the Buildable Property limits and shall not encroach into the Public Utility Easements (PUE) or Rights-of-Way except on a case by case basis when permitted by the ARC / HOA.. Only retaining walls associated with driveway grading may extend into the in the Front yard PUE and ROW. Construction of any site grading retaining wall(s) (concrete or stone boulders) shall not encroach into any of the PUE setbacks.

Owners are responsible to ensure construction, maintenance, and site drainage are contained within their property and will not adversely affect Neighboring Properties.

Improvements and Site Disturbance

Owners are required to vegetate, irrigate, and maintain the area along the front of each Homesite from the edge of driveways to the Private Area with plants and trees selected from the approved plant list. Bloom recommends that Owners strongly consider incorporating Xeriscaping in their landscape designs and utilization of species which minimizes water use. Areas along the sides and rear of the Homesite that were disturbed by site development are to be restored to reflect the characteristics of the natural environment or/and may be enhanced with plants selected from the recommended plant list. Owners are responsible to provide access to any utility company or the Association into all PUEs and Rights-of-Way for required service, repair, or maintenance, including snow removal, and shall be responsible for the repair of any resulting damage that may occur.

The clear-cutting of vegetation will not be permitted; however selective pruning and/or the removal of trees and shrubs necessary for developing any Homesite is allowed.

Limit of Disturbance

Preservation of natural Site features and existing vegetation is required wherever possible. The area around a project impacted by construction activity, defined as the Limit of Disturbance (LOD), shall be limited to the immediate area around the building excavation, with reasonable allowances made for the practicality of construction and the safety requirements imposed by local and jurisdiction authority.

Homesite Planning

Residences shall undulate with the existing Homesite slopes. Engineered Building Pads and excessive excavation or fill more than 20' should be avoided on a Homesite unless the BLOOM and County have specifically approved such excavation or fill. No portion of front, rear and side yard retaining walls shall be located inside the PUE setback lines. All retaining walls must be contained within the buildable area defined by the PUE setbacks and shall not encroach into the PUE or Rights-of-Way.

Grading and Drainage

For sloping Homesites with a natural grade elevation variation, the BLOOM requires residential design solutions to incorporate slope considerations, so that the structure will step upward or downward with the sites' natural slope.

On sloped Homesites, artificial terracing that creates an engineered pad suited to accommodate a "flat" Homesite Design is discouraged.

Industry standard construction and grading practices must be used to implement Homesite surface drainage. Any improvement which creates an obstruction to surface water flow and/or causes stormwater to flow onto or back up onto neighboring properties is prohibited. Site grading design should take into consideration adjacent properties, whether vacant or developed, and coordinate surface drainage be contained and/or rerouted as required on the lot and to follow along property lines where feasible. Whenever possible, where two driveways are located adjacent to each other, coordinate grading efforts to eliminate peninsulas of earth between driveways and/or the need for duplicate retaining walls.

All ground floor levels on a homesite should occur at a vertical elevation that allows for the final placement of backfill, walkways, driveways, and porches to produce positive drainage which moves water away from the structure in all directions.

During the construction phase, all Builder(s) shall respond appropriately to eliminate site erosion.

Driveway Access

Because of the snowy conditions in the winter months, access grades should be minimized for vehicles. The driveway transition from the roadway to the garage door may

not exceed a twelve percent (12%) grade to allow easy of access and snowplows to clear driveways and roads safely. This requirement also allows standard passenger cars to easily access streets in storms and icy conditions.

Walls and Fencing

Garden or Privacy walls shall employ the same or complementary materials as the Residence. Concrete walls must be faced on all exposed surfaces with the same natural stone used on the Residence. Fences shall not be allowed in the residential areas to support an "open" feel and allowing for wildlife migration.

LANDSCAPE & PLANTING

Landscape elements within the public and private areas are intended to enhance the mountain character that is important to the overall design.

Landscaping should be reminiscent of the natural landscape found in the Jordanelle Basin by using native materials such as landscape boulders and plant species. Natural appearing land forms and flora should be maintained and predominate wherever possible. In natural open areas and private spaces, the landscape design should allow new vegetation to appear to be integrated with the existing mountain landscape and utilize indigenous species wherever possible.

Planter walls are recommended adjacent to public spaces to encourage a sense of scale and intimacy. The walls should be faced with approved materials and standard design elements, but care should be taken to make these walls relate both to land form and building structures.

Grade changes within the landscaped pedestrian areas should be made using retaining walls with a maximum of five feet in height. Wall heights greater than five feet may be used when necessary to minimize disturbance to land form and to preserve the natural character of the area. Higher walls should have more natural stone and should be visually integrated into the landscape in form and texture. Building and landscaping should be carefully integrated to assist in creation of the streetscape, improving quality of private open space and providing color and diversity to the Bloom.

Based in a mountain setting, it is key to the success of the Bloom to effectively fuse the vernacular landscape with the proposed built form. By weaving the inherent natural patterning of the landscape into the fabric of the development, a solution appearing to "grow out of the landscape" is born.

Planting

Planting is an important part of the landscape character for the Bloom. Plant composition should help emphasize the sense that the mountain landscape extends through the Bloom and down to the Jordanelle Reservoir. To mimic the natural landscape character, the use of native or native-like plant massing and compositions that combine deciduous and evergreen trees with under-story shrubs and groundcovers reminiscent of the surrounding mountain slopes and native Utah landscape is required. Plantings are to be incorporated into landscape design to create edges, frame views, soften building edges and extend the mountain landscape character into the resort core. A variety of plant sizes is recommended to ensure visual diversity.

Plant Materials

Plant materials should be tolerant to the Jordanelle Basin, which is characterized by cold winters and hot summers with very little rainfall. The Basin is also subject to diurnal winds throughout the year, making it difficult to plant large stock plant materials in unprotected lands. However, because of the hilly terrain in the Resort, many areas with more hospitable microclimates are formed.

Native Plants/Native-Like Plants

Native landscapes and vegetation areas that reflect the indigenous plant materials and landscape textures are envisioned. Native landscape species consist primarily of drought-tolerant plants. Plants in wet areas shall be consistent with native species in these types of plant associations.

Turf, Meadow Grass and Wildflowers

Use alternatives to turf where ever possible. Effective alternatives to turf, which will better maintain a natural setting, include wildflowers and shrub massing for season-long color and interest. All-season planting beds adjacent to paved areas will require adequate soil depth for plant materials. In certain settings, wildflower reseeding will be necessary to maintain the color vibrancy of the planted areas. Soil depth within the planting beds can be obtained by mounding soil or building walls and raising curb edges. Planting depth requirements are critical to the health and maintenance considerations of the plant material.

Wildfire Mitigation

Fire safety and defensible space provisions on homesites are the responsibility of the homesite owner. Available at <http://www.ffsl.utah.gov/index.php/fire/resources-for-homeowners>.

HARDSCAPE ELEMENTS

Hardscape elements within the public and private areas are intended to enhance the mountain character that is important to the overall design of the Bloom. Hardscape elements include street furniture, feature landscape elements, walls and planters, signage, paving materials, and streetscapes.

Water Features

Man-made, large-scale water features should be designed as special feature elements only and should be located strategically for maximum visitor impact and for sound attenuation.

They should be designed to provide visual interest and celebrate entrances or special areas. Water should be recirculated through the water feature to minimize water loss. Consideration should be given to water quality by incorporating filtration and/or purification systems where appropriate.

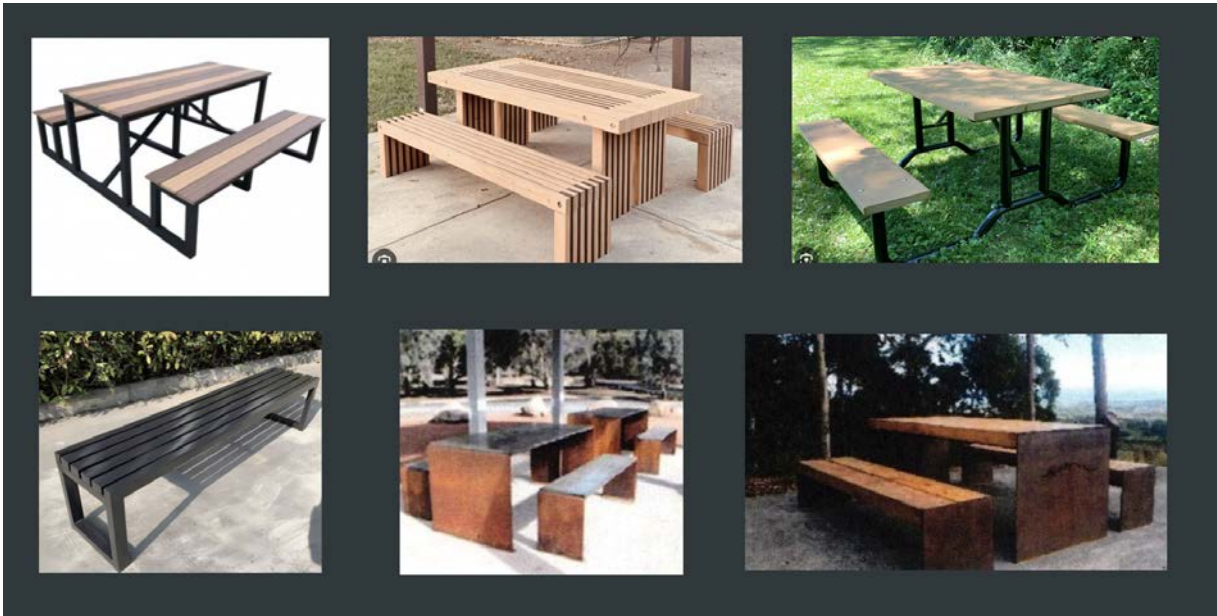
The use of accent lighting in water features is encouraged; however, lighting level intensities should be kept to a minimum. Light sources, electrical cables and mechanical hardware shall be hidden from view. Water features should be constructed of natural stone and natural shaped stone with consideration given to finishing pool bottoms with natural stone or material to give a finished elegant look. Water features should be designed to create four- season interest.

Street Furniture

Within the public realm, the intent of the street furniture such as benches and trash receptacles and other landscape elements is to unify and define the elements and character of the Bloom. Custom motifs consistent with the theme of the Bloom should be used in public spaces. Street furniture within the public realm must be high quality materials and may include BLOOM logo. Finishes should be durable, easily maintained and respond to the demands of heavy use. Street furniture should be made of wood, natural stone, COR-TEN or blackened steel, using colors that blend with the surrounding natural areas, in accordance with the images in the Design Guideline.

Benches and Picnic Tables

Bench or table designs for public seating will be made from wood or COR-TEN or steel in styles shown below. There may be more than one bench or table design, so long as they all capture the unifying design and materials within the Bloom.



Kiosks, Interpretive Centers and Wayfinding

Kiosks, interpretive centers and wayfinding are an important element to enhance the pedestrian experience for the Bloom and shall embody the unifying image, approved BLOOM logo, and design elements. Kiosks are another way to insure a seamless shopping experience to visitors and guests of the BLOOM. The kiosks, interpretive centers, and wayfinding signs should blend with the natural background colors and be constructed with natural stone bases and shed roofs using wood, COR-TEN steel, and natural stone with phenolic resin information panels steel and substantially similar to design shown below.



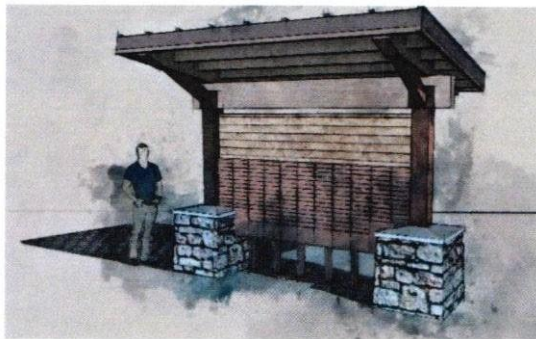
Bike Racks

Bike storage will be provided near entries to commercial and amenity spaces for use by the public. Bike racks must be highly visible, convenient and accommodate locking mechanisms to reduce the risk of theft. Bike racks should blend with the natural background colors and be constructed of wood and COR-TEN steel as shown below.



Mail Boxes

Mail boxes will be coordinated in design and detailing with boxes in a darker color. Mail boxes should blend with the natural background colors and be constructed with a shed roof using natural stone, wood and COR-TEN steel and shall be built similar to the design shown below. Smaller numbers of gang boxes shall comply with the same requirements.



Picnic Shelters

Picnic shelters will be coordinated in design and detailing, should blend with the natural background colors and shall be constructed with natural stone bases and shed roofs using wood, natural stone, COR-TEN or steel, and painted metal.

Bus Shelters

Bus shelters will be coordinated in design and detailing, should blend with the natural background colors and be constructed with natural stone bases and shed roof using wood, natural stone, and COR-TEN steel and shall be built as shown below.



Paving Materials

Paving materials and patterns are important elements within the Bloom. Paving character should be inspired by natural elements within the Utah landscape. It is important that a hierarchy of paving within each landscape character area be established to delineate spaces, direct pedestrians and create interest at the ground plane level. Acceptable paving materials must be durable, frost proof, easily plowed and should have a high coefficient of friction.

Acceptable materials are textured concrete, colored and stamped concrete, pavers made of concrete or rock, and asphalt when edged with pavers or concrete. It is intended that the commercial uses or village type development will refine this portion of the Guideline.

Streets

The streetscape is a strong component of the Bloom design. Streetscapes, especially in villages, are the primary interface between the pedestrian and automobile and become vibrant activity areas that invite people to come and shop or discover the amenities.

Streetscapes should provide interesting signs, banners, paving materials and other Bloom design elements. The streetscape should address the needs of both the pedestrian and automobile. Legibility for these two key users should be at the forefront of every signage design decision. Vehicle accessibility should not be at the expense of the pedestrian. Signs within streetscapes should not be overpowering from sign to sign but should work in harmony.

Walkways

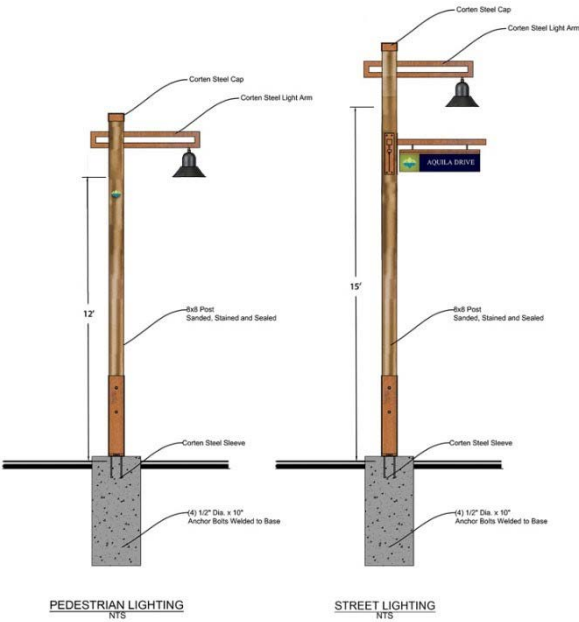
Walkways should be designed to act as their own way-finding features by using textures, colors and materials to reinforce the travel direction and provide an exciting pedestrian experience. Wayfinding and educational kiosks or signs should be used at points of interest.

Community Lighting

Lighting is a very important aspect of the Bloom. Due to the nature of lights and how they attract attention it is imperative that great care be taken in the selection of light stanchions to enhance the theme of the Bloom. Lamps should use a minimal number of lumens and still provide a safe environment for pedestrian and vehicular traffic. All lighting shall be constructed of wood and/or COR-TEN steel, be Hideout Dark Sky compliant, approved by the power provider and shall be substantially similar to the designs shown below.

Street lighting illumination levels must be of sufficient intensity to provide security but not overpower the nightscape. Street lights shall not be more than 14 feet in overall height. Bollards and other low-level lighting will be provided for pedestrian pathways. Bollards shall not exceed 42 inches in height and shall have a light cut-off of no more than 90 degrees.

Parking lot lights are permitted to be a maximum of 20 feet tall and street lights outside of the villages shall conform to the height and other regulations shown below and listed in Exhibit A. Street lights shall be located primarily at street intersections. Signs within a public right-of-way may only display the BLOOM logo.



SIGNAGE

One of the single most effective unifying elements within the Bloom will be signage and the related design elements. It is the design of the common signage, the nature of the design of the other signage and how they relate together that will provide the most immediate and apparent visual stimulus to the visitor and those who reside locally. The signage must be consistently used throughout the Bloom in order to be effective in the unifying process. All signage shall be consistent with the materials, character, scale and finish that define the Bloom Area.

It is the intent of this sign standard that signage contributes to the character of the development in an unobtrusive manner. Signage within the Bloom will add to the character of the area. Signs shall be straightforward, professional in appearance and clear as to ability to convey its information. Signs should be limited throughout the Bloom and will be integrated as decoration or awnings and covers. Signs are to be scaled in a manner as to encourage pedestrian circulation and appropriate scale to the public realm. Distracting, bright or visually intrusive signage shall not be allowed.

Signs within Bloom will have a common theme but also provide variety and interest to the area. Elements of the "brand identity" should be present in each sign in the BLOOM. Colors shall be consistent with the approved color palette and image of the resort. Loud and overbearing colors are not allowed. Using natural materials that relate to the mountain environment shall be used.

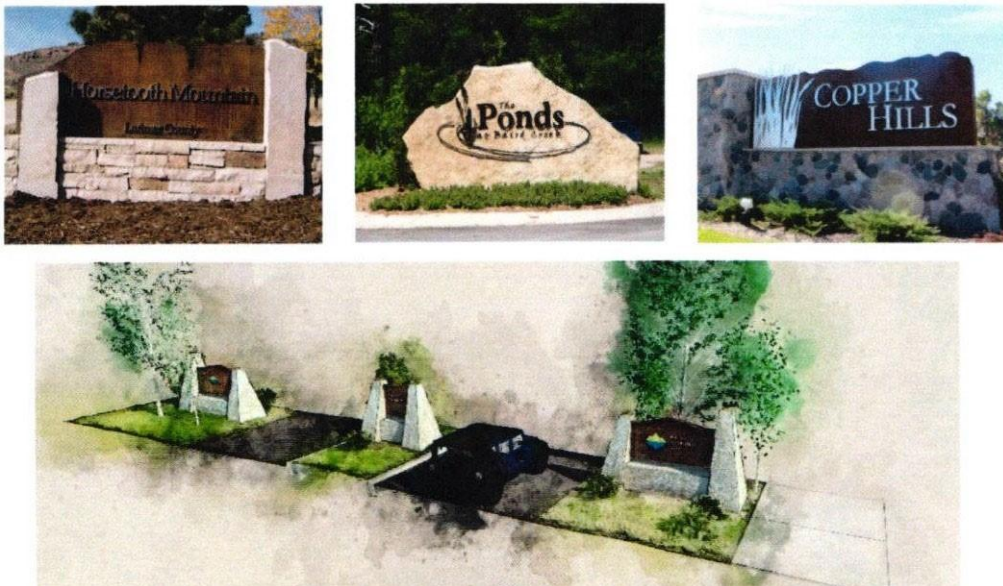
Sign locations size and scale should be carefully considered and in accordance with the town and County regulations. Signs come in many categories, each with their own specific purpose. Signs in the Bloom should be purposeful and reflect their intent clearly.

Allowed Signs

In compliance with ordinances the following signs may be allowed including projecting signs, freestanding signs, fascia signs, awning signs, hanging signs, window signs, building directories, display boxes, traffic control signs (private), election signs, real estate signs, contractor's signs and rezoning and development permit signs. Exceptions to these sign types shall be where they do not perpetuate a legitimate directional or business purposes.

Entry Signs and Monumentation

Entry signs should be larger in scale and often create the first impression for the resort itself. These entry signs shall be monumental in scale, look like they belong to the native landscape, and be a maximum of ten feet in height. They should act as if they are a part of the natural experience and blend with the natural background colors. Natural stone bases shall be provided if other materials are used for the sign. Signs must be constructed of natural stone, COR-TEN, wood or steel, with lettering made from wood or metal, and if lit have Dark Sky compliant down- or back-lighting as shown below. Where possible, monument signs will look as if they are an extension of the native setting and local culture.

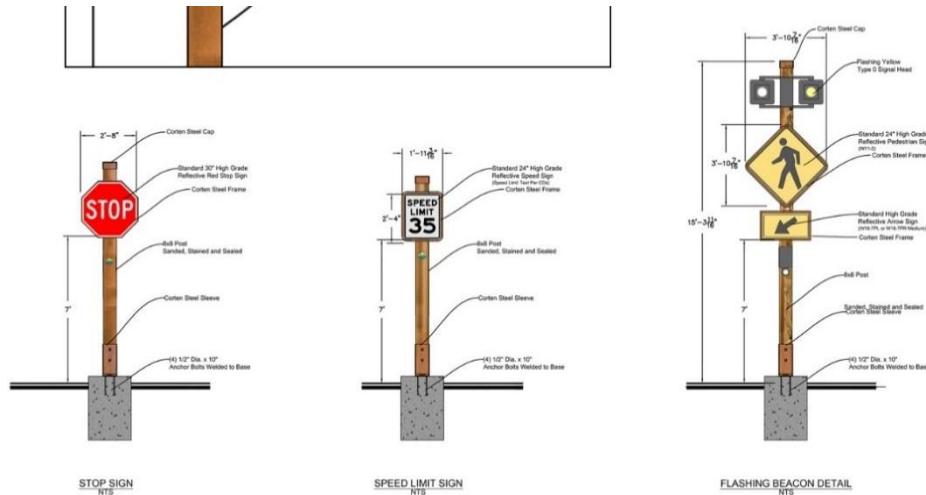


Directional Signs

Directional signs must be easily identified for the first-time visitor to the Bloom. Directional signs are oriented toward vehicles and higher speeds. Directional signs should capture the natural theme, not be overstated, and a maximum of six feet in height. These signs should be simple to read and make getting around the resort simple. Directional signs shall be consistent in their look and graphic vocabulary, blend with the natural background colors, and if lit have Dark Sky compliant down- or back-lighting as shown below.

Street Signs

These signs, which will identify various streets in subdivisions within the Bloom, will be standard signs that comply with Health and Safety standards and reflect the image of the BLOOM. Street signs shall be consistent in their look, display the approved BLOOM logo, and be constructed of wood and/or COR-TEN steel as shown below and in Exhibit B. Signs within a public right-of-way may only display the BLOOM logo.



Business Signs

Business signs have a long and colorful history in western culture. Not only do they define the type of business, but they also often set the character of a street, acting like banners that reinforce the brand. Business signs often are meant to provide an edge over competition making it very important to regulate the size, scale, color and material to ensure their consistency with the overall BLOOM experience and the character of the room or pathway where they are located. Business signs should blend with the natural background colors, be constructed of natural stone, wood, and COR-TEN or steel as shown below and if lit have Dark Sky compliant down- or back-lighting.



Building Signs

Building Signs are often important elements of other private users and will reflect the users specific brand elements. These signs must also be carefully integrated into the overall theme for the Bloom. The ownership group will work closely with other private groups to keep these building signs within the overall brand context for the Bloom. Building signs either identify an entire building or a specific business located within the building. Building signs are mounted flush to the building and should blend with the natural background colors, be constructed of natural stone, wood, and COR-TEN or steel, and if lit have Dark Sky compliant down- or back-lighting as shown below.



Blade Signs

Blade signs are signs that are perpendicular to the pedestrian movement and are attached to posts, buildings or hang down from awnings. Blade signs are typically part of a pathway and should not be so competitive in color or scale to detract from the overall BLOOM experience. At the same time they should reflect the type of business to allow easy identification for resort visitors. Blade signs should blend with the natural background colors, be constructed of natural stone, wood, and COR-TEN or steel, and if lit have Dark Sky compliant down- or backlighting as shown below.



Sign Lighting

Lighted signs must be carefully considered. Sign lighting should integrate into the overall theme of the setting and buildings on which they are located. Sign lighting should have Dark Sky compliant down- or back-lighting as shown below and should not cause glare to pedestrians or adjacent properties.



Prohibited Signs

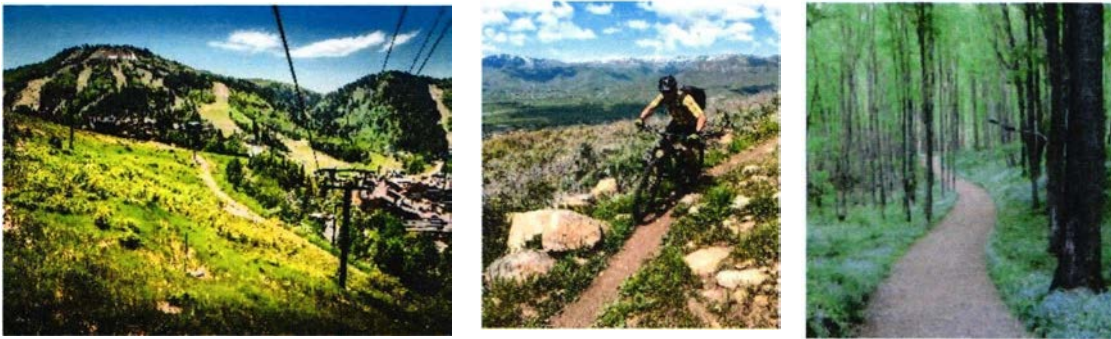
The following signs and sign types are prohibited: billboards, balloons, roof signs, changeable copy signs, pole signs, painted windows or building walls, internally illuminated plastic/Plexiglas or neon signs, animated, audible, dynamic or moving signs, or signs that emit light, air, noise, smoke, vapor, particles or odor or any sign not authorized by the code. Painted wall signs and signs made of material not in keeping with the natural materials found in the Bloom area are also prohibited.

Signs that create a safety hazard by obstructing building ingress/egress or clear view of pedestrian or vehicular traffic are prohibited.

PATHS AND TRAILS

The master trail system within BLOOM is also part of a comprehensive trail system in Wasatch County and the Regional Trail System. BLOOM is intended to have an extensive trail network to provide multiple types of trail users with different experiences. Trails within the master planned area shall provide connections to adjacent neighborhoods and to the Resort Villages.

The design objective for the paths and trails is to provide a safe, pleasant and "experiential" pedestrian system to link residential areas, community facilities, and public amenities as part of trail system within BLOOM, as well as to areas outside of BLOOM.



Comprehensive Trail System

The year-round success of the BLOOM is largely based on a comprehensive, well designed trail system with connections to all adjacent trail systems. The BLOOM system is designed as part of a much broader trail system that extends to communities within the County and also connects to Summit County, the Snyderville Basin and Park City/Deer Valley trail systems.

The trail system is designed to accommodate multiple non-motorized user groups and to provide a series of recreational experiences for biking, equestrian, hiking, cross-country skiing, walking and running. Motorized use of trails is prohibited except for authorized emergency vehicles not to exclude e-bikes. As final trail alignments are set, careful coordination should take place with Wasatch County to ensure standards are met.

Trail and Paths Standard Design Elements

Suggested standard design elements for trails and paths are as follows:

- a. Common Lighting standard design elements;
- b. Common bollards;
- c. Paved or native materials with a weed barrier;
- d. Railings (consistent styles and sizes);
- e. Materials and design for rest areas and viewpoints (including restrooms where appropriate) ;
- f. Landscape planting and re-vegetation;
- g. Trail signs with the BLOOM logo (the same for the entire BLOOM);
- a. Walls and wall treatments;
- b. Common kiosks (as approved in this document) and wayfinding signs with the approved BLOOM logo; and
- c. All trails shall be built in accordance with the Wasatch County trail standards that contains additional detail to this document.

Compacted Soft Surface Pedestrian Trails

Compacted surface trails should be extensive throughout the BLOOM. These trails link critical areas to more trafficked hard surface trails. Compacted soft surface trails will require regular maintenance to keep the trail from overgrowing. Where necessary, shoulders on the uphill side of the trail should slope back to capture sediment from the hill and keep it from running over the trail system. Drainage swells should be provided on uphill sides of the trail with culverts in key locations to keep water off the trail.

Hard Surface Pedestrian/Bicycle Trails

Hard surface pedestrian trails shall be paved in asphalt with a weed barrier. Shoulders on the uphill side of the trail should slope back to capture sediment from the hill and keep it from running over the trail system. Drainage swells should be provided on up hillsides of the trail with culverts in key locations to allow water to pass under the trail. View areas should also be considered in key locations.



PARKING

Parking must be adequate, simple, convenient, and very easy to find. Structured parking is anticipated in commercial and hotel areas.

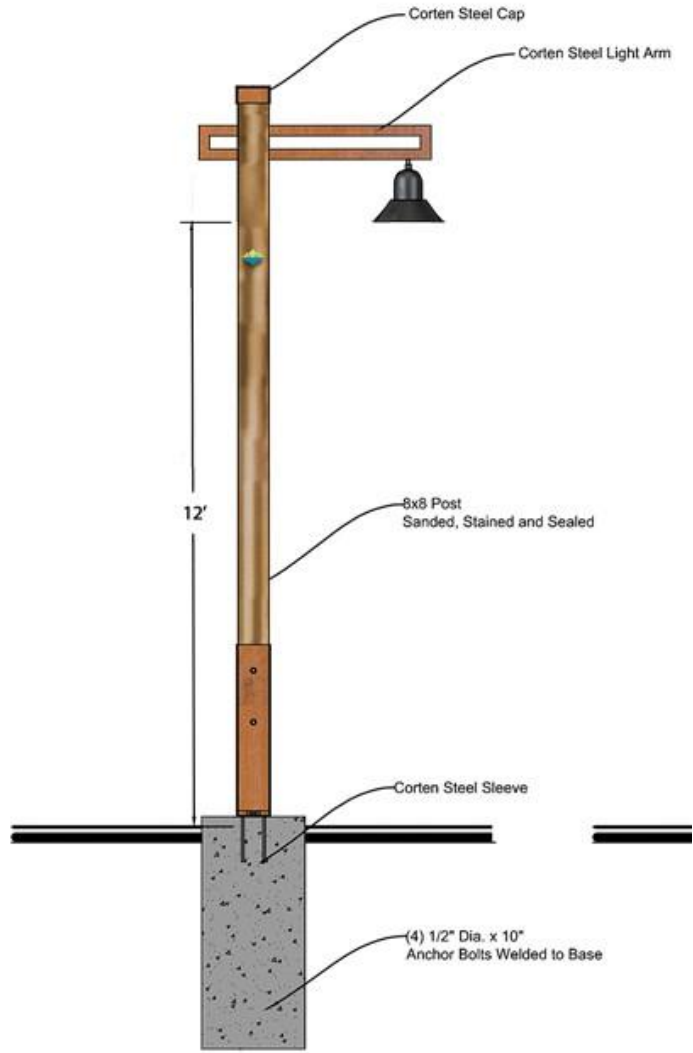
Parking Plan

The number of parking spaces required shall be governed by the Town of Hideout Planning, Zoning and Development Code regulations. In a resort setting parking lots and parking structures may be critical to the success of the resort. However, because of aesthetic concerns, it is also just as important that these types of facilities be implemented in such a way as to not detract from the overall theme of Bloom.

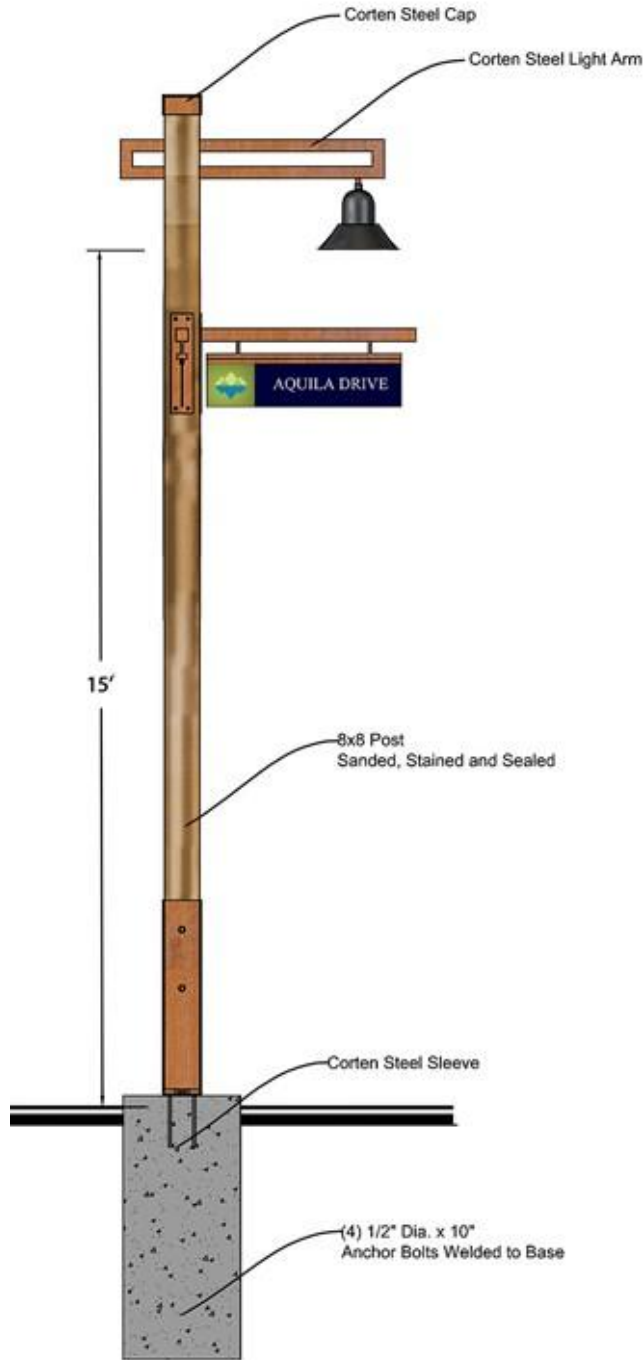
Parking Area Design

Parking areas should be designed so that a car within a parking area will not have to enter a street to move from one location to another within the same parking area, and the number of entrances and exits should be limited to reduce conflict and lessen possible congestion at street intersections. Parking areas should also allow seamless links to pedestrian patterns. This can be implemented through the use of design elements such as painted or enhanced paving, architectural features, or landscape treatments.

EXHIBIT A - COMMUNITY LIGHTING

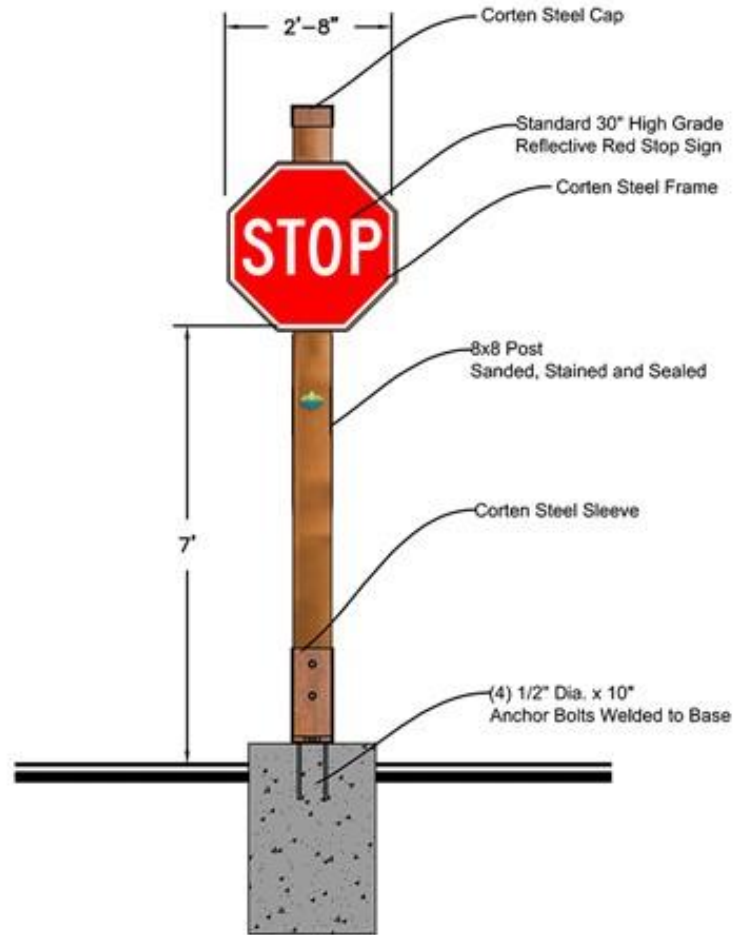


PEDESTRIAN LIGHTING
NTS

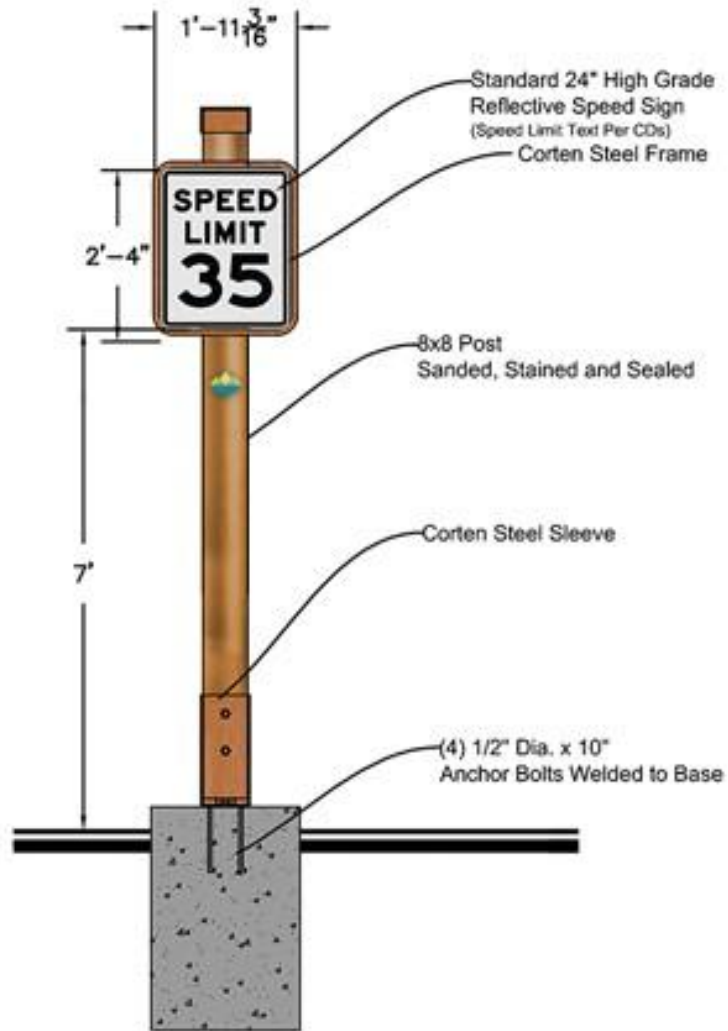


STREET LIGHTING
NTS

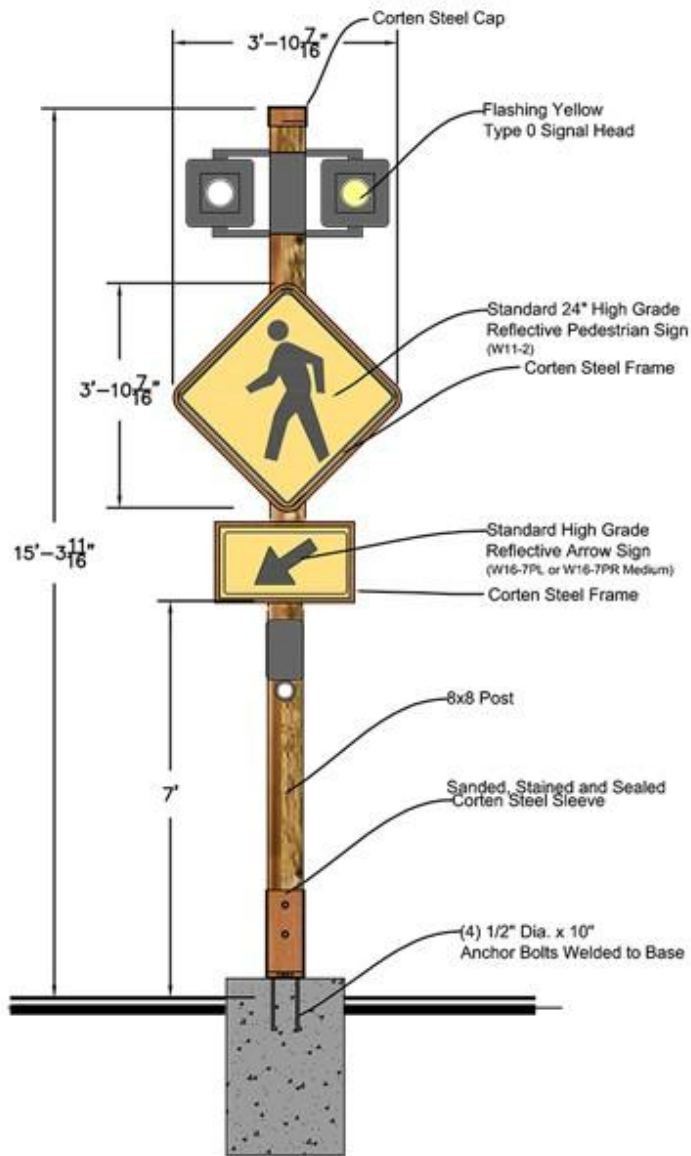
EXHIBIT B - STREET SIGNS



STOP SIGN
NTS



SPEED LIMIT SIGN
NTS



FLASHING BEACON DETAIL
 NTS

EXHIBIT H

COPY OF TOWN COUNCIL RESOLUTION

(forthcoming)