



HIDEOUT, UTAH REGULAR MEETING AND PUBLIC HEARING

October 19, 2023

Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Hideout, Utah will hold its Regular Meeting and Public Hearings electronically and in-person at Hideout Town Hall, located at 10860 N. Hideout Trail, Hideout Utah, for the purposes and at the times as described below on Thursday, October 19, 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/>

Regular Meeting and Public Hearing
6:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Meeting Minutes
 1. [September 21, 2023 Planning Commission Minutes DRAFT](#)
- IV. **Public Hearing**
 1. [Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement \(MDA\) regarding the Bloom in Hideout Development](#)
- V. Meeting Adjournment

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

File Attachments for Item:

1. September 21, 2023 Planning Commission Minutes DRAFT

1 **Minutes**
2 **Town of Hideout Planning Commission**
3 **Regular Meeting and Continued Public Hearing**
4 **September 21, 2023**
5 **6:00 PM**
6
7

8 The Planning Commission of Hideout, Wasatch County, Utah met in Regular Meeting and Continued
9 Public Hearing on September 21, 2023 at 6:00 PM electronically via Zoom meeting due to the ongoing
10 COVID-19 pandemic.

11
12 Regular Meeting and Public Hearing

13
14 **I. Call to Order**

15 Chair Tony Matyszczyk called the meeting to order at 6:03 PM and referenced the current No Anchor
16 Site letter which was included in the meeting materials. All attendees were present electronically.

17
18 **II. Roll Call**

19 **PRESENT:**

20 Chair Tony Matyszczyk
21 Commissioner Rachel Cooper
22 Commissioner Jonathan Gunn
23 Commissioner Glynnis Tihansky
24 Commissioner Donna Turner
25 Commissioner Peter Ginsberg (alternate)
26 Commissioner Joel Pieper (alternate)

27 **STAFF PRESENT:**

28 Polly McLean, Town Attorney
29 Thomas Eddington, Town Planner
30 Timm Dixon, Director of Engineering
31 Alicia Fairbourne, Recorder for Hideout
32 Kathleen Hopkins, Deputy Recorder for Hideout

33 **OTHERS IN ATTENDANCE:** Anne Gruber, Robyn Holzrichter and others who may not have
34 signed in using proper names in Zoom.

35
36 **III. Approval of Meeting Minutes**

37 **1. August 24, 2023 Planning Commission Minutes DRAFT**

38 There were no comments on the August 24, 2023 draft minutes.

39 ***Motion: Commissioner Ginsberg made the motion to approve the August 24, 2023 Planning***
40 ***Commission Minutes. Commissioner Cooper made the second. Voting Yes: Commissioner***
41 ***Cooper, Commissioner Ginsberg, Commissioner Gunn, Chair Matyszczyk and Commissioner***
42 ***Pieper. Voting No: None. Abstaining: Commissioner Tihansky and Commissioner Turner.***
43 ***Absent from Voting: None. The motion carried.***

1 **IV. Public Hearings**

2 Planning Commissioner Jonathan Gunn served as chair for the remainder of the meeting as Chair
3 Matyszczuk was participating in the meeting by phone.

4 **1. Discussion and possible recommendation to Town Council regarding adopting**
5 **Chapter 12.25 Short Term Rental Overlay (SRO) Zone which is an overlay zone**
6 **that would allow short term rentals (Continued from August 24, 2023)**

7 Town Planner Thomas Eddington reviewed the Staff Report and updates to the draft ordinance which
8 had been incorporated following the discussion from the prior Planning Commission meeting. He
9 highlighted the town map which designated each of the Town's existing and proposed subdivisions
10 and noted the areas which were proposed for inclusion in the SRO Zone.

11 Mr. Eddington discussed the criteria for inclusion in the SRO Zone which included those
12 developments not covered under the Town's original Master Development Agreement (MDA) and/or
13 the Master Homeowners Association (HOA). Discussion ensued regarding the specific subdivisions
14 which should be included and how to define the geography for inclusion. It was determined that the
15 subdivisions which should be included in the SRO Zone were Deer Springs, west of Jordanelle
16 Parkway, and potential new subdivisions north and east of SR-248 including the potential Schoen and
17 Bloom development parcels. It was further discussed that existing subdivisions (defined as those that
18 are more than 1/3 built out with Certificates of Occupancy) would be excluded from the SRO Zone.
19 Lakeview Estates was also excluded from the SRO Zone. Mr. Eddington reminded the Planning
20 Commissioners that Deer Springs Phase 1 was already approved for short-term rentals, as was the
21 Klaim subdivision per the original subdivision and HOA approvals.

22 Mr. Eddington led the discussion of the other criteria listed in the draft ordinance. Discussion ensued
23 regarding the appropriate maximum square footage of rental units, limitations on maximum numbers
24 of occupants for rental units, and requirements for commercial development to be included in new
25 SRO Zone approved developments. Mr. Eddington noted anecdotal research he had conducted
26 indicated occupancy rates of 40-60% seemed to be the normal range for the Park City area.

27 Commissioner Glynnis Tihansky asked if the Planning Commission was to send a recommendation of
28 this Ordinance to Town Council for consideration, could Town Council make changes to the ordinance
29 approved by the Planning Commission. Mr. Eddington responded yes; Town Council could make
30 changes.

31 Commissioner Peter Ginsburg asked if the Bloom development's application had been reactivated.
32 Mr. Eddington replied no, not formally, although there were discussions underway with the developer
33 and Town staff.

34 Commissioner Rachel Cooper asked if the smaller unit sizes for short term rentals would encourage
35 developers to build smaller units which might have a negative impact on property values for the
36 community. Commissioner Ginsberg stated smaller units might not necessarily have a negative impact
37 on property values as they provided another entry point to the Town's housing market.

38 Discussion ensued regarding the appropriate maximum square footage for rental units and the impact
39 the unit size would have on the maximum occupancy for each rental unit. It was also discussed whether
40 a requirement for renters to be related was appropriate and enforceable. After further discussion, the
41 consensus of the Planning Commissioners was to consider increasing the maximum square footage
42 for rental units to 2,500 square feet and setting a limit of eight occupants, regardless of whether they
43 were related or not, for such rentals. Town Attorney Polly McLean noted software was available to

1 help monitor how rentals were advertised which might be a helpful tool to monitor occupancy levels,
2 however beyond that, it would be difficult to enforce maximum occupancy of rentals.

3 Commissioner Gunn opened the meeting for public comment at 6:39 PM.

4 Ms. Robyn Holzrichter, Deer Waters resident, stated she was supportive of having rentals available
5 for J-1 workers renting seasonally. Ms. McLean responded seasonal rentals were not applicable here
6 as short-term rentals were for fewer than 30 days.

7 Ms. Anne Gruber, Deer Waters resident, asked for clarification on what would be voted on, given the
8 discussion which seemed to alter the criteria in the draft ordinance in the meeting materials. Ms.
9 McLean responded a motion would be put forward which would reflect any changes to the draft
10 ordinance, based on the public comment and Planning Commission discussion, and added there would
11 be another public hearing before the Town Council could ultimately approve the ordinance. Ms.
12 Gruber stated she was comfortable with the discussion of changes thus far to the draft ordinance, and
13 noted the previous public comments were not supportive of an expanded SRO Zone to include
14 neighborhoods east of Jordanelle Parkway.

15 There being no further comments, the Public Hearing regarding the Short-Term Rental Overlay zone
16 was closed at 6:46 PM.

17 Each Planning Commissioner was asked to share their thoughts on the proposed ordinance.
18 Commissioner Donna Turner stated she would like to see the maximum square footage increased to
19 something close to 2,400 square feet, and to limit the occupancy to eight people. Commissioner
20 Ginsberg stated if occupancy levels could not be effectively policed, there should not be restrictions
21 in the ordinance. Commissioner Gunn stated by having an occupancy limit set in the ordinance, in the
22 event of noise complaints, the Town would have a basis for enforcement against the owner. Ms.
23 McLean stated the Town would also be able to enforce this to some extent by monitoring how the
24 rentals were advertised.

25 Commissioner Ginsberg stated he was struggling with the concept to approve short term rentals in
26 general, which seemed to benefit the developers much more than the Town. He was not sure the
27 additional tax revenues would be sufficient to change the character of the Town. Given his lack of
28 support for the overall approval, the small details did not seem relevant to him.

29 Commissioner Tihansky stated she was comfortable with the proposals to increase the square footage,
30 limit occupancy to eight people, and limit the geography to west of the Jordanelle and new
31 developments east of SR-248.

32 Commissioner Cooper asked what the square footage would be for the proposed Deer Springs
33 Cottages. Mr. Eddington replied the developer intended the Cottages to be smaller than his existing
34 townhome designs, which he could certainly do under this proposed ordinance. Commissioner Cooper
35 noted a 1,500 square foot cottage unit would probably be too small to accommodate the eight-person
36 maximum.

37 Commissioner Cooper asked if the ordinance was approved, would the Planning Commission be
38 required to approve any future new development applicant for short-term rentals. Mr. Eddington
39 replied a future applicant who met the criteria detailed in the ordinance should be approved. He noted
40 the ordinance was not being written for a particular applicant but was meant to set the standards for
41 future applications.

1 Commissioner Cooper asked for clarification on whether Deer Springs east of Jordanelle Parkway
2 would be included in the SRO. Mr. Eddington replied if the area is defined as west of Jordanelle
3 Parkway, then no, other than the approvals already in place for short-term rentals in Phase 1, no other
4 phases east of the Jordanelle Parkway would be approved.

5 Commissioner Joel Piper and Chair Matyszczyk did not have any additional comments.

6 The amended draft ordinance was as follows:

7 **12.25.02 PURPOSE**

8 The Short-Term Rental And Commercial Amenity (STRACA) Overlay zone is established to promote
9 short term rentals (stays of less than 30 days) with associated commercial amenities constructed in
10 close proximity while ensuring a cohesive neighborhood environment.

11
12 **12.25.04 LAND USES & DIMENSIONAL STANDARDS**

13 With the exception of the Land Use Table and the reference to ‘Short-term Rental (<30 days)’, all of
14 the underlying zoning designation standards, and associated dimensional standards, remain in place
15 and must be adhered to.

16
17 **12.25.06 CRITERIA FOR THE SHORT-TERM RENTAL OVERLAY DISTRICT**

18 The following criteria must be satisfied prior to the Town awarding any Certificates of Occupancy
19 (CO) for any development designated as a Short-Term Rental And Commercial Overlay (STRACO)
20 zone:

- 21
22 A. All requirements of Section 4.07 must be satisfactorily addressed.
- 23 B. To protect the existing residential character in the Town, the Short-Term Rental And
24 Commercial Amenity (STRACA) Overlay zone shall be limited to land within the Town that
25 is located west of the Jordanelle Parkway and north and east of SR 248.
- 26 C. No Short-Term Rental And Commercial Amenity (STRACA) Overlay zone may be located
27 within the boundaries of the Master HOA – Hideout Canyon Master Planned Community.
- 28 D. No Short-Term Rental And Commercial Amenity (STRACA) Overlay zone may be located
29 in an established residential neighborhood which shall be defined as a recorded subdivision
30 or phase of a recorded subdivision that has a housing unit built and with a Certificate of
31 Occupancy (CO) awarded.
- 32 E. Nightly rentals shall be limited to single-family detached dwelling units of less than 2,500
33 gross square feet. No lockout units may be considered for nightly rental use and a unit cannot
34 be converted to create a lockout unit.
- 35 F. No Accessory Dwelling Units (ADUs) may be located on a lot within the STRACA Overlay
36 Zone and no ADU may have a nightly rental allowance.
- 37 G. All nightly rentals must be for a minimum period of two consecutive days. This must be
38 included on all advertising materials.
- 39 H. No more than eight (8) persons may stay overnight in a single unit (e.g., apartment, condo,
40 cottage, single-family residence, etc.) at any one time. This must be included on all
41 advertising materials.

- 1 I. No more than two (2) automobiles are allowed to park on the property at any time. This must
2 be included on all advertising materials.
- 3 J. All nightly rental contracts must include a copy of Hideout’s trash, parking and noise
4 ordinances and a ‘Good Neighbor Brochure’ that summarizes these requirements and what is
5 expected of the renter. These documents must be clearly posted in the rental unit at all times.
- 6 K. The owner of the nightly rental unit agrees to allow the Town’s Building Inspector or designee
7 and the Wasatch Fire Department’s designee to conduct an annual walk-through inspection of
8 each rental unit to ensure compliance with all Town health, safety and welfare requirements.
9 This review will also include an assessment of local government and/or local service district
10 responses to the property. If three (3) substantiated complaints (e.g., police, fire, or similar
11 emergency management services) relative to a property within a 24-month period are
12 confirmed, the nightly rental may be revoked for a period of up to one (1) year.
- 13 L. A minimum of 2,000 net usable square feet of commercial space shall be constructed on-site
14 for every twenty-five (25) permitted short-term rental units. If a development has less than
15 twenty-five (25) short-term rental units, the 2,000 net usable square feet minimum still applies
16 to the proposed development. For every short-term rental unit approved beyond twenty-five
17 (25) units, a proportional fraction of the required square feet of net usable commercial square
18 feet shall be constructed.
- 19 M. ‘Net usable’ space shall be defined as the area accessible to customers and does not include
20 any back-of-house square footage requirements, which shall be supplemental to the usable, or
21 customer accessible, area(s).
- 22 N. This commercial space shall be limited to the following uses:
23 a. Café, restaurant, bar/pub or similar
24 b. Grocer, market, sundry shop or similar
- 25 O. The commercial space/structure shall be complete and ready for occupancy upon award of the
26 Certificate of Occupancy (CO) for the short-term rental unit that marks the 75% completion
27 point for the total number of permitted short-term rental units.
- 28 P. The commercial space must be located within the subdivision, specific subdivision phase (if
29 applicable), or neighborhood where short-term rentals are permitted and within 1,000 feet
30 from the nearest short-term unit.
- 31 Q. All commercial sites must be presented to the Planning Commission for review and approval
32 per the requirements of the Concept Plan application.
- 33 R. The commercial site must meet all requirements for commercial structures set forth in the
34 Neighborhood Mixed Use (NMU) zoning district.

35
36
37 ***Motion: Chair Matyszczyk moved to recommend the adoption of Chapter 12.25 Short Term Rental***
38 ***Overlay Zone as detailed above. Commissioner Tihansky made the second. Voting Yes:***
39 ***Commissioner Cooper, Commissioner Gunn, Chair Matyszczyk, Commissioner Pieper,***
40 ***Commissioner Tihansky and Commissioner Turner. Voting No: Commissioner Ginsberg. Absent***
41 ***from Voting: None. The motion carried.***

1 **2. Discussion and possible recommendation to Town Council regarding a new zoning**
2 **designation Residential Casita (RC) (Continued from July 20, 2023)**

3 Mr. Eddington reviewed the background on the Residential Casita zoning designation, primarily
4 initiated by the Bloom at Hideout (Bloom) project. The proposal aimed to allow smaller units,
5 specifically cottages, with a maximum unit size of 1500 square feet. It was clarified that this zoning
6 designation and resulting housing type was intended for resort development, rather than workforce
7 housing.

8 The proposal included single-family detached units up to 1500 square feet and various conditional
9 uses such as amphitheaters, church worship centers, community centers, swimming pools, bathhouses,
10 fitness and wellness centers (less than 2500 square feet), meeting facilities, office facilities, personal
11 services, restaurants (up to 2000 square feet), and maintenance facilities. It was again emphasized that
12 this zoning designation was intended for resort development.

13 Conditional uses would require approval from the Planning Commission. The proposal also outlined
14 dimensional standards, including a maximum density of eight units per acre, a minimum 35% open
15 space requirement, minimum lot size of 3500 square feet, 50 feet of frontage, a maximum lot coverage
16 of 1500 square feet, and specific setbacks to maintain open space.

17 There was a suggestion to consider a 15-foot setback for increased flexibility in building footprints.
18 Other standards, such as driveway width and parking space requirements, were consistent with existing
19 zoning district designations in the town.

20 Discussion ensued regarding setback requirements, maximum building heights, the addition of a
21 minimum square footage and geographic limitations on where this zoning could be located which
22 would be similar to the previously discussed short-term rental overlay zone.

23 Commissioner Gunn opened the meeting for public comment at 7:13 PM. There were no public
24 comments, and the public hearing was closed at 7:14 PM.

25 Commissioner Cooper asked why this zoning was beneficial. Mr. Eddington reminded the Planning
26 Commissioners the concept had originated with the Bloom development to offer an additional lodging
27 option beyond a traditional hotel. Commissioner Ginsberg asked if the ownership of proposed casitas
28 would remain with the resort; Mr. Eddington responded yes, that was the intention.

29 Commissioner Cooper asked whether it was necessary to approve this zoning if there was no applicant
30 interested in utilizing it. Mr. Eddington replied it was intended to have the zoning available for a future
31 applicant. Commissioner Ginsberg noted the tax revenues to the Town from a casita development
32 should be more consistent than other nightly rentals. Ms. McLean stated the room taxes for hotel and
33 casita units would be the same as other nightly rentals except in the Military Installation Development
34 Authority (MIDA)-related developments which had different economics.

35 Mr. Eddington summarized the discussion regarding limiting the geographical areas for this zoning,
36 which would be similar to that proposed for the SRO Zone (west of Jordanelle Parkway and east of
37 SR-248), and not to include any subdivisions covered under the original Master Development
38 Agreement (MDA).

39 Commissioner Cooper suggested continuing any decision on this matter until a developer was
40 interested in utilizing this zoning designation. Discussion ensued regarding whether it was preferable
41 to have the zoning approved prior to a specific applicant requesting it. Commissioner Cooper shared
42 her concerns that approval of this zoning without a specific application might encourage developers
43 to build small units.

1 In response to a question from Commissioner Gunn, Ms. McLean noted an approval of a new zoning
2 designation was a legislative decision, and if a future applicant met all the criteria described in the
3 zoning, the Planning Commission would need a rational basis to not approve the request. She also
4 noted a casita development request would most likely come forward as part of a master plan on which
5 the Planning Commission would provide broader feedback.

6 Commissioner Ginsberg asked if the developer of Deer Springs were to hypothetically request the use
7 of Casita zoning, would an approval be made. Ms. McLean responded it would be a fact specific
8 situation; Mr. Eddington added such a zoning change request would impact the existing Deer Springs
9 MDA which set the zoning for that subdivision.

10 Ms. McLean noted an existing Maser HOA could, in theory, change its Covenants, Conditions and
11 Restrictions to allow for different zoning, depending on who controlled the HOA, but it would be a
12 steep hill to climb. Commissioner Gunn noted, for example, the Deer Waters developer could have
13 unfettered discretion to make changes to the HOA until such time that control was turned over to
14 owners.

15 Commissioner Ginsberg asked if it would be feasible to specify the proposed zoning designation be
16 applicable only to new developments. Ms. McLean responded that while a geographic definition
17 would be preferable, she stated existing property owners' expectations could be considered a
18 reasonable basis for not granting an approval in an existing development. She also noted the proposed
19 zoning was applicable to resort developments which would not apply to existing developments.
20 Commissioner Gunn suggested additional language be included to restrict this zoning from established
21 neighborhoods, and suggested a map be created which specified all approved areas.

22 Commissioner Cooper suggested adding a maximum number of casita units as part of a broader mixed-
23 used resort development to ensure a developer could not create a "casita-only" development. Mr.
24 Eddington suggested limiting either the number of acres for casita development or the total number of
25 casitas in an overall development. He noted that with the proposed setbacks, the maximum number of
26 casitas would be approximately seven units per acre. It was suggested that a maximum of six units per
27 acre would be preferable.

28 Mr. Eddington agreed to incorporate this feedback into the draft ordinance. After further discussion,
29 it was decided to continue this item until the November Planning Commission meeting.

30
31 ***Motion: Commissioner Ginsberg moved to continue the consideration of a Residential Casita zoning***
32 ***designation to the November 16, 2023 Planning Commission meeting. Chair Matyszczyk made the***
33 ***second. Voting Yes: Commissioner Cooper, Commissioner Ginsberg, Commissioner Gunn, Chair***
34 ***Matyszczyk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No:***
35 ***None. Absent from Voting: None. The motion carried.***

1 **VI. Meeting Adjournment**

2 Hideout Recorder Alicia Fairbourne announced the Town was in the process of procuring new video
3 conferencing equipment which would provide for hybrid in-person/online meetings in the future,
4 subject to COVID conditions.

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

6 ***Motion: Commissioner Tihansky moved to adjourn the meeting. Commissioner Turner made the***
7 ***second. Voting Yes: Commissioner Cooper, Commissioner Ginsberg, Commissioner Gunn, Chair***
8 ***Matyszczuk, Commissioner Pieper, Commissioner Tihansky and Commissioner Turner. Voting No:***
9 ***None. Absent from Voting: None. The motion carried.***

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11 The meeting adjourned at 7:55 PM.

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Kathleen Hopkins
Deputy Recorder for Hideout

File Attachments for Item:

1. Discuss and possibly make a recommendation to Town Council regarding a Master Development Agreement (MDA) regarding the Bloom in Hideout Development



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 October 19, 2023 Planning Commission Meeting

Submittals: Rezone Application with associated documents including Rezone Breakdown map, zoning language requests for revisions, Concept Vision, etc. (all submitted and dated April 21, 2023).

The Applicants have presented to the Planning Commission at the May 24, 2023 and June 22, 2023 meetings to date.

The Applicants were planning to present to the Town Council on July 13, 2023 but decided to withdraw their application due to ongoing contract negotiations and the need for additional time to address some issues per the Planning Commission meetings. Updated materials were submitted on October 5, 2023.

At the June 22, 2023 Planning Commission meeting, the Bloom Development team requested an opportunity to present their project to the Town Council to ensure all councilmembers are aware of the details of their proposal. The Planning Commission supported this request with the understanding that the meeting would be to provide information to the Town Council, receive input, and then have the project remanded back to the Planning Commission.

Just prior to that scheduled meeting, the Applicants withdrew/paused their application due to ongoing contract negotiations.

On September 25, 2023 the Applicants formally resubmitted/unpaused their application. Since the last meeting they were scheduled to attend was the Town Council meeting, they were added as a work session item at the October 12, 2023 meeting, where they presented their development concept and answered questions for the Town Council.

Background

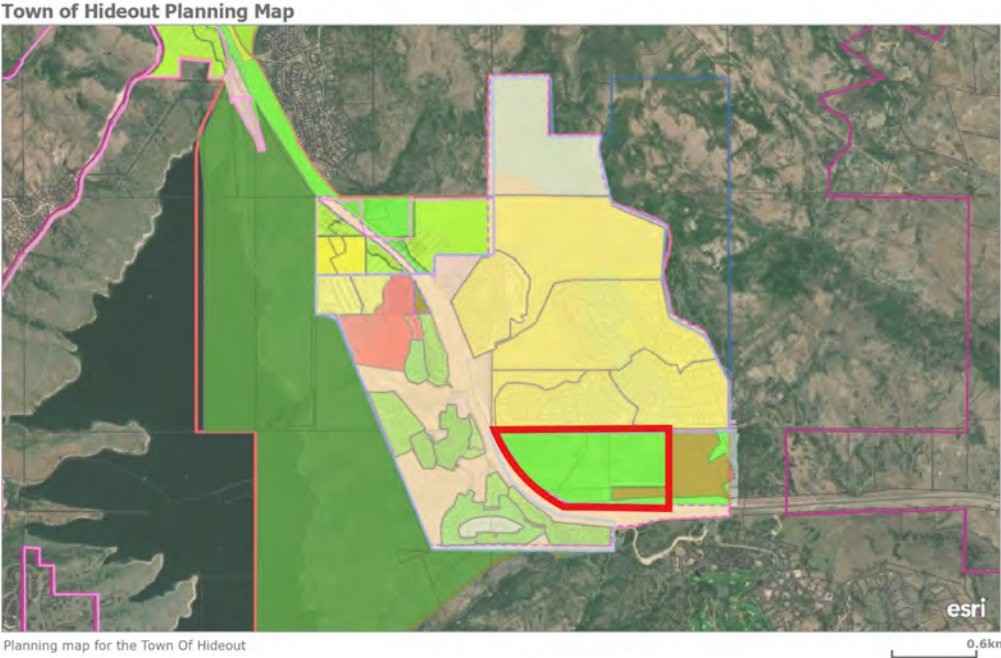
The Planning Commission approved a Concept Plan for the Bloom development (located on the eastern +/-72 acres of the total +/-112-acre Salzman property) on April 17, 2023. Overall, the Salzman property is 112 acres but the area which is being considered for development and for which a rezone is requested is +/-72 acres. The current proposal was withdrawn in July 2023 while the Applicants worked on contractual issues with the seller. The Applicant reinstated the Application two weeks ago and it will go back to the Planning Commission on October 19, 2023. This is a request 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 generally requests the following:

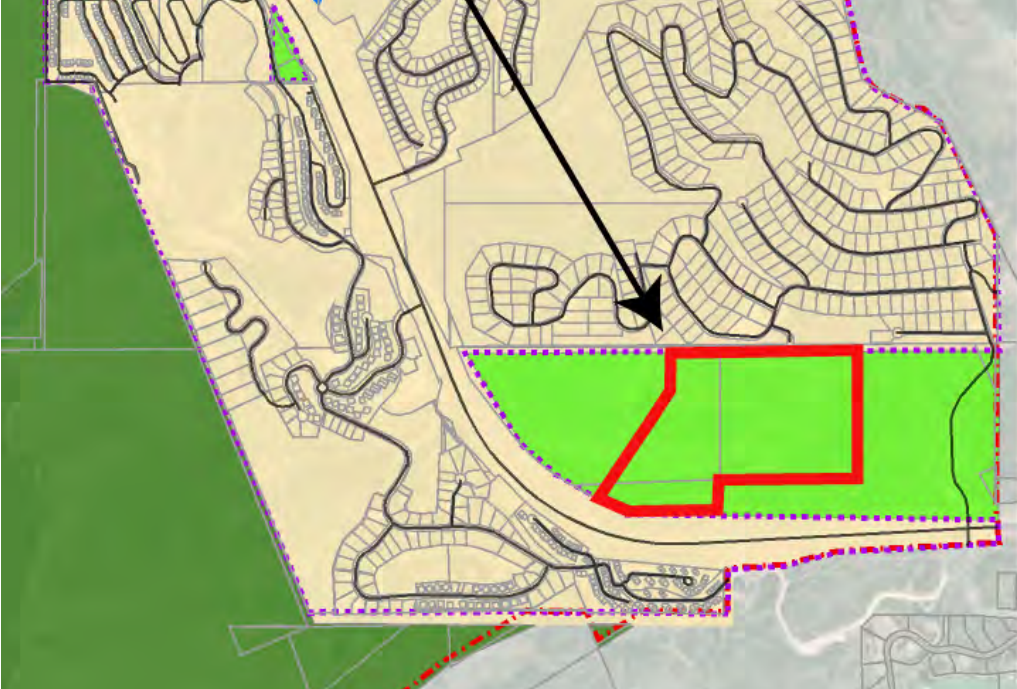
- The +/-40-acre site/parcel that surrounds the house is proposed will remain zoned Mountain (M) – minimum lot size of one acre for residential single-family use (this zoning classification is part of the Former Town Code).
 - **The Western 40-acre property is not part of this rezoning application.**
- 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

Overall Site Location (proposed site in red outline)



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

Portion of Site Proposed for Rezoning Classification



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)

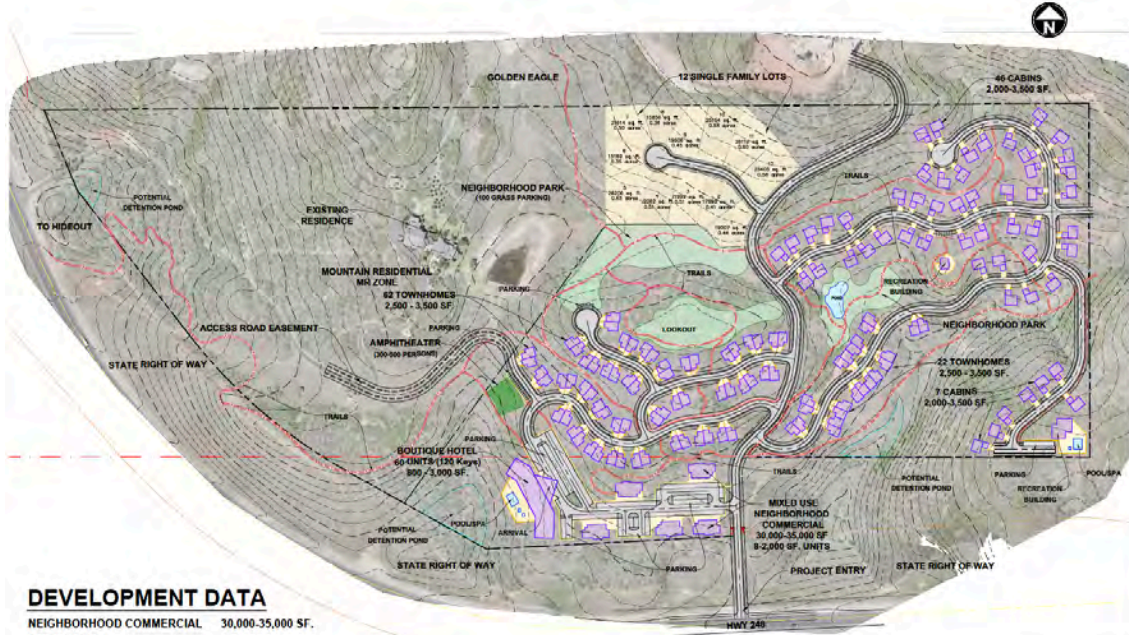
- Cabins: 53 units
- Townhomes: 84 units
- Single-Family Lots: 12 lots

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)

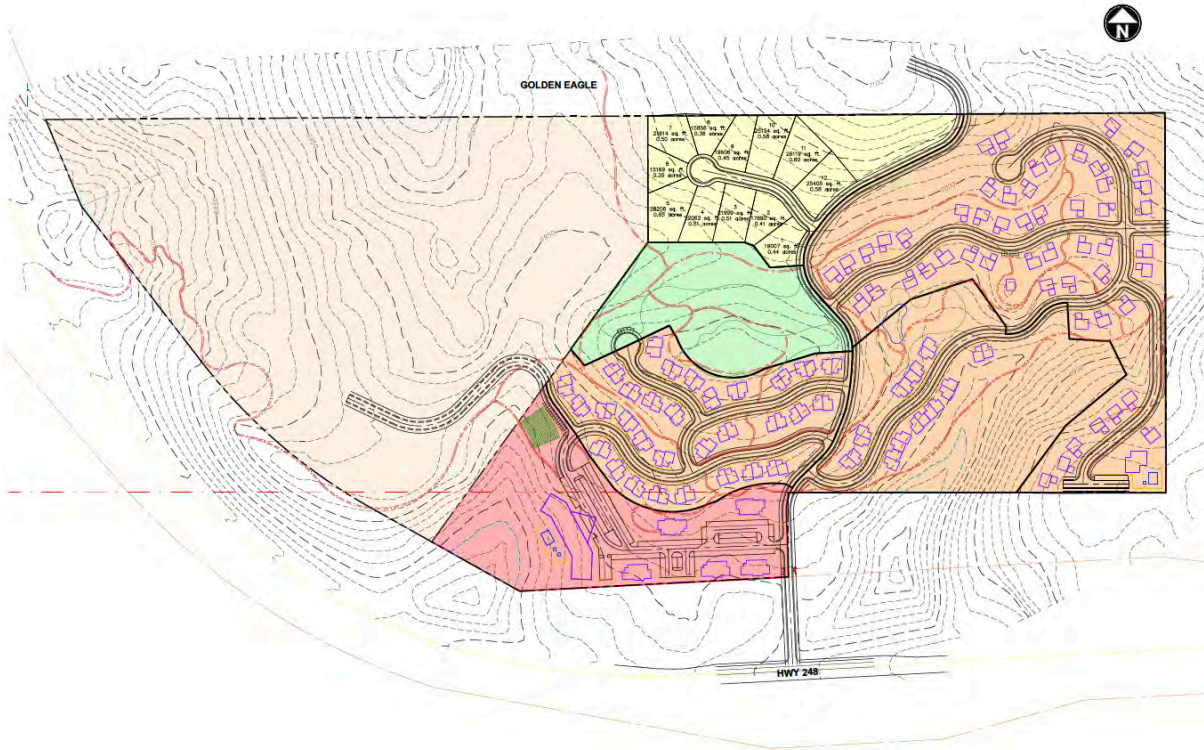
The Bloom Concept Plan – East Parcel (April 2023)



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



Zoning Issues Currently Under Discussion and Review w/ the Planning Commission

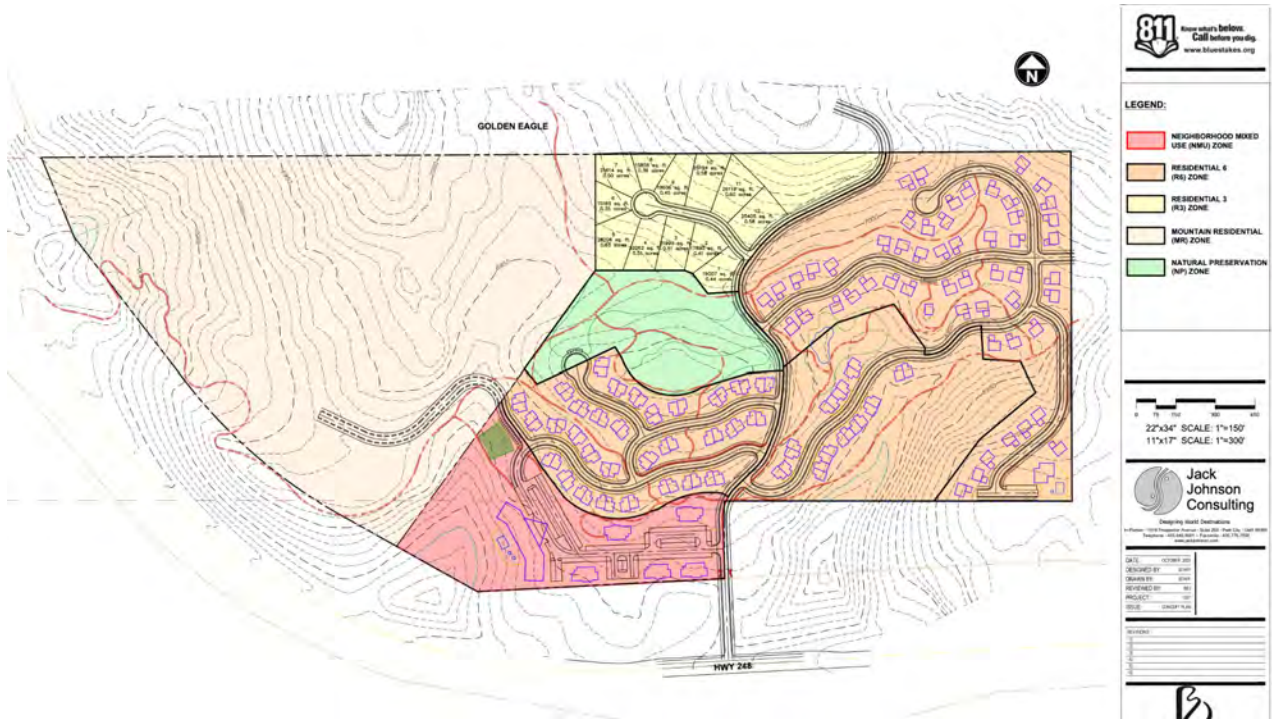
- The Town's current zoning code does not have a Residential Casita (RC) zoning classification. A draft zoning code recommendation is currently before the Planning Commission for review. With the rebranding of the 'casitas' as cabins or small cottages, the Town may not need to continue with the creation of a new zoning designation.

Master Development Agreement (MDA) – General Conditions and Criteria Currently Under Discussion and Review w/ the Planning Commission

The Planning Commission has discussed a number of conditions or criteria that shall be incorporated within the MDA if the property is rezoned. The following is a list to date:

1. The Planning Commission, at the last meeting in June, requested that two members be included in the staff discussions relative to the MDA. Jonathan Gunn and Glynnis Tihansky have volunteered for this role. Two members of the Planning Commission do not constitute a quorum and, therefore, these working meeting with staff and the Applicants will not require public noticing. The first of these meetings took place last week and will be continue as needed. A draft copy of the MDA is attached as an exhibit to this staff report with additions and input from the Planning Commission subcommittee.
2. Phasing: The Planning Commission wanted to see a Phasing Plan (map and table) for the proposed development. There was a specific request to ensure that commercial development (e.g., the hotel) be constructed in Phase 1 of the development. The Applicants have updated the phasing plan to include the hotel construction in phase 1. The Phasing Plan is included in full below:

Mapping Building Phases & Timeline



Phase 1:

Infrastructure A:

Main route through middle and lower west loop Infrastructure B:

Finish west loop middle Upper west culdesac 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 culdesac Infrastructure E:
Upper East Side Loop Infrastructure F:
East/South corner road culdesac

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 multi family 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

Phase Timeline Plan			
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 Cludesac	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
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

3. 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. They further note they already have enough water secured for Phase 1, and have provided an email from their lawyer confirming the contract in place that allocates 50 water shares transferring to the Applicants upon ownership of the property. All of the water is already within the JSSD district (see Exhibit A).

4. Allowance for flat roofs (at a 2:12 pitch or less)
 - a. Roof pitch variation is generally encouraged and such standards are appropriate for inclusion in the MDA.
 - b. Current Town Zoning - Section 10.08.08.01 Roof Slopes - Roof slopes should be between 3/12 and 8/12. Flat roofs, up to a maximum of 30% of a structure's overall roof area, may be integrated into a residential structure.
 - c. While the allowance for some flat roofs should be considered, a maximum percentage of all structures with flat roofs should be included. The Applicants have requested up to 30% of the project could be allowed to have flat roofs.

5. Underpass/Overpass to connect both sides of SR248
 - a. The Applicant had originally proposed \$1mn to be dedicated for the construction of an underpass/overpass. The Planning Commission was beginning an analysis to determine if this was an adequate amount and at what point this amount will be paid to the Town, e.g., upon completion of Phase 3, etc. Staff has been trying to determine the actual cost of a tunnel or bridge across SR248, but, at the time of this staff report, no estimates have been provided from UDOT or others that have engaged in similar efforts.
 - b. The re-submitted application has removed this \$1mn offer and the Applicants have requested a re-negotiation of this original offer given the costs associated with the development project.

6. Short-Term Rental (< 30 days) allowance
 - a. Currently short-term rentals (<30 days) are not permitted in the Town per the Zoning Ordinance. The Planning Commission and Town Council are currently reviewing revised code amendments that may allow nightly or short-term rentals. Subject to the recommendation of the Planning Commission and adoption by the Town Council, the Applicants will include this formal rezoning request in their application. Conversely, the MDA can be the tool to clarify this allowance, or extent of allowance, assuming a favorable recommendation from the Planning Commission and Town Council's approval for this proposed project.

7. Swimming Pool/Bathhouse allowed in the residential districts (R3, R6 and possibly RC)
 - a. This allowance can be included in the MDA; details to be worked out.

8. Road Maintenance
 - a. The Applicants have indicated an HOA will be created and the roads will be private; the HOA will be responsible for the maintenance of the roads throughout the development.
 - b. The emergency access road extending from the Golden Eagle neighborhood will be maintained, likely improved, for use by those residents.

9. Possible inclusion of a binding arbitration clause in lieu of litigation or mediation requirements prior to litigation.

10. All other Zoning Ordinance requirements will remain in effect.

A Snapshot of the Project's Economics

The following numbers were provided by the Applicants.

- Hotel Revenue (sales + occupancy tax): \$140k per year
- Restaurant (near hotel): \$43k per year
- Other Commercial: \$83k per year
- Casitas: \$227k per year

- Single family: \$20k per year
- Townhomes: \$52k per year
- Property tax increase for all improvements: \$292 per year
- Total annual benefit: \$857k per year

Note from the Applicant: The townhomes and single-family homes are currently estimated as occupied about five weeks per year (a conservative number). Second, please note that these figures are conservative with respect to the property tax values. They are currently calculated on the existing property tax rate, which is likely to increase in the Town's new budget. The economics of Bloom to the Town could easily reach \$1m a year as the Town finances short-term deficits with property tax increases.

Next Steps

The Planning Commission should provide input and recommendations, as well as requests for additional information if necessary, and/or consider making a recommendation to Town Council. If additional or clarifying information is needed, the Planning Commission should continue the public hearing to a date certain.



Exhibit A – Proof of Water for Phase 1 of the Proposed Project

From: Justin Keys <Justin@hlhparkcity.com>
Date: Monday, June 19, 2023 at 4:16 PM
To: Thomas Eddington Jr. <thomas@inplandesign.com>, Polly McLean <pmclean@hideoututah.gov>
Cc: Jenni Hogan <jenni@jennihogan.com>
Subject: Bloom - Water Rights

Hi Thomas and Polly,

This is just to confirm that Bloom's holding company went under contract this weekend on 35 shares of culinary and 15 shares of irrigation water that have been deposited to JSSD. The contract is contemplated to close concurrently with the purchase of the property. The terms of the purchase contract itself are confidential. But let me know if you need anything more formal from me on this point.

Thanks!

Justin

Justin Keys

Direct: [\(435\) 731-9195](tel:4357319195)

1225 Deer Valley Drive Suite 201
Park City, UT 84060

CONFIDENTIALITY NOTICE: The content of this e-mail is confidential and proprietary and may be attorney-client privileged. If you are not the intended recipient, please destroy it and notify justin@hlhparkcity.com

Exhibit B - Draft MDA

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. “Additional Property”*** means any adjoining property that may be subject to Annexation

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Consider removing this. Any new project should have it's own approval process and MDA

into this Development Agreement as more fully described below.

1.4. **“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.

1.5. **“Code”** means the Hideout Development Code (“HCD”).

1.6. **“Developer”** means Abundance Sanctuary LLC, a Utah limited liability company, and its assignees or transferees.

Commented [2]:
Shouldn't this be Abundance Sanctuary LLC?

Deleted: Bloom Boutique

1.7. **“Development Agreement”** means this Development Agreement.

1.8. **“Effective Date”** is the date first set forth in the first paragraph of this Development Agreement.

1.9. **“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.

1.10. **“Party/Parties”** means, in the singular, Developer or the Town; in the plural Developer and the Town.

1.11. **“Planning Commission”** means the Hideout Planning Commission.

1.12. **“Permitted Uses”** means the uses allowed as set forth in the Final Site Plan.

1.13. **“Project”** means the vested entitlements and rights to build consistent with this Development Agreement, which is known generally as the **“Bloom Development”**.

1.14. **“Property”** means the two legal lots of record totaling approximately 69 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.

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I thought this was only one lot we were looking at?
Wasn't it approximately 70 acres?

Commented [4R3]:
Thanks Glynnis yes this is correct and should be changed.

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1.15. **“Public Facilities”** means those arterial and access roads and the other public infrastructure or public service facilities serving the Property.

1.16. **“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.

1.17. **“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.

1.18. **“Residential Dwelling Unit”** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.

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

2. **Project Conditions:**

2.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____, 2023, attached hereto as Exhibit __, and (ii) the Bloom Boutique Master 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.

Commented [5]:
Abundance Sanctuary or Bloom Boutique or simply Bloom?

2.2. 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.

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

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There are only 84 pictured and called out in the phasing plan.

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Correct this is 84 I changed thanks

2.4. The Commercial Uses in the Project shall include a full-service hotel [need to define “full service” and minimum standards for hotel] along with related support commercial as identified on the Master Development Plan included as Exhibit __. The Master Development Plan is hereby incorporated by reference.

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I thought you decided to do cabins not casitas.

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2.5. 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 casitas and (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.

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To be developed

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Our code does allow 30% of a residential structure's roof to be flat (less than 3:12 pitch). 2:12 is quite 'flat'

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2.6. 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.

2.7. 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.

2.8. 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 (e) a landscape plan. Approvals by the Town of Hideout shall not be unreasonably withheld.

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Need to define if these plans will be for the entire development up front or for each phase.

2.9. 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.

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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. Master Planned Development 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. Additional Property. If the Developer acquires any additional property contiguous to the Property and located within the bounds of the Town of Hideout or the Hideout Annexation

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Justin - We don't use MPDs in Hideout - it would just be a development agreement

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Declaration area, then Developer may petition to annex or apply to add such future property within this Development Agreement. The Town will reasonably process and consider such petition or application in accordance with the HMC, applicable state law and the Land Management Code in effect at that time.

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This was looped into 4.2 so I made it 4.3

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4.4. 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.

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You can leave this one in if you are considering using a PID

4.5. 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.

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Consider removing this.

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4.6. 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).

4.7. 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

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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.~~

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Deleted: filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application so applied for. The election by the Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Developer from relying on prior Development Applications or the Town's Vested right Law as they pertain thereto.

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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.

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Do we also need to include a 'pause' clause – if more than 12 months, then default or review by Council?

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.

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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 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. The burden is upon the Developer to submit responsive information.

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Confirm PC and TC are ok with this.

5.5. 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. 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.

5.6.

5.7. 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 Town.

5.8. 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.

5.9. 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.

5.10. 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.

5.11. 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.

5.12. Minor Administrative Modification. Minor administrative modifications to the site plan shall be allowed by the Town’s Planner or his/her designee. [need definition of minor] 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 by the Planning Commission for consistency with the conceptually approved site plans reviewed on _____ 2023.

Deleted: ing Director.

5.13. 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.

5.14. Default.

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

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

5.14.2.1. **Specific Claim.** Specify the claimed event of Default;

5.14.2.2. **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;

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

5.14.2.4. **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.

5.14.3. 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.

5.14.4. 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:

5.14.4.1. **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.

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

5.14.4.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in 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.

5.14.5. 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.

5.14.6. 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.

5.14.7. 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).

Deleted: pursuing a cure with reasonable diligence.

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

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

5.15. 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.

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

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

Deleted: Chief Building Official and the Planning Director...

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 – Site Plan
- Exhibit C – Findings of Fact and Conditions of Approval
- Exhibit D – Concept Approval
- Exhibit E – Architectural Guidelines

Exhibit F - Master Planned Development Plans dated _____, 2023
 Exhibit G - Phasing Plan
 Exhibit H - List of all known Physical Mine Hazards on the property (None)

Discussion items with the Subcommittee (Jonathan, Glynnis, Polly, and Thomas)

- 1) Exhibits:
 - a. Some outstanding but forthcoming per Jenni and Ryan
 - 1.
- 2) LOD
- 3.
- 4.
- a. Exhibit _____, Preservation of Native Vegetation and Slopes, illustrates the major portions of the entire development site that will remain undisturbed meaning there will be no change to the contours of the land nor will any native vegetation be removed or disturbed.
- b. 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 approved by the Town Planner or designee.
- 3)
 - 5.
- 6) Standards for hotel:
 - a.
 - b. The Master Planned Development (MPD) must include a hotel that is rated, at a minimum, a ~~three~~-star hotel (per the AAA rating system). The timing for the construction of this hotel must adhere to the phasing schedule indicated in Exhibit _____.
- 6.
- 7) Vertical construction on commercial pad for phase I (requirements and minimum standards):
 - a. The phasing plan was updated to reflect this standard.
 - b. Vertical construction 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.
- 7.
- 8) Requirement that commercial areas not be converted to uses other than commercial restaurant or retail purposes.
 - a. The square foot of space (30,000 – 35,000) dedicated for commercial purposes in

Deleted: Missing items:

Deleted: Limits on the % of land that will be disturbed;

Deleted: Glynnis wants assurances that a percent of the total site will not be disturbed – show that on site plan.

Deleted: Also note no greater disturbance beyond 20' proposed building wall.

Deleted: Revegetation to match existing

Deleted: Limits

Deleted: on development for the

Deleted: to

Deleted: west side property;

Deleted:

Deleted: For discussion with PC and TC

Deleted: They would prefer not to include it but can (not gonna die on their sword)

Deleted: MDA team agrees to a star rating minimum – or some language that describes a mountain town boutique hotel

Deleted: Both

Commented [21]: Changed this to match our discussion to 3 star or more. 4 star and up would be hard in this location and set up the town and this project for failure just from data alone. Examples of 3 stars in Park City are "The Newpark" and the new "AC hotel" there are no 4 star hotels in park city more than a mile away from Ski in and out. This property is significantly further out from Ski Resorts and we need to set this up for success for the area.

Deleted: four

Deleted: Jenni updated the phasing plan to note vertical for phase 1 and 5 ...

the area zoned for Neighborhood Mixed (NMU) use must be reserved for commercial purposes as follows:

- i. The first-floor space must be reserved for 'walk-in' commercial space such as retail, restaurant, café, bar/pub, grocer, sundry purposes. Office uses shall not be permitted on the first floor. OR IF ALL COMMERCIAL SPACE IS FIRST FLOOR SPACE.
- ii. No less than 75% of the commercial space must be reserved for 'walk-in' commercial space such as retail, restaurant, café, bar/pub, grocer, sundry purposes. Office uses shall not be permitted on the first floor.

8.

9) v.

9.

10) v.

10.

11) Monetary contribution to the Town for SR248 crossing or similar CIP/project;

a. Not off the table but the Bloom team wants more specificity regarding use and timing of these funds.

b. For consideration and discussion with the PC and TC:

i. Dedicated for a tunnel or overpass for SR248,

ii. Park or open space or wildlife corridor,

iii. Spine trail work along SR248

iv. Dedication of money from developer to incentivize Commercial Tenants

c. Consider tranches for payment – maybe a third after phase 2, then a third after phase 4, then a final third after phase 5. For discussion with Applicants and PC and TC.

d.

e. v.

Deleted: Exhibits; and

Deleted: Forthcoming

Deleted: Requirement that commercial areas not be converted for other than commercial retail purposes. Include language in the MDA

Deleted: Include language in the MDA

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Commented [22]:

I added this to match our discussion

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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.

Deleted: 2

Deleted: Skyhawk Development

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE _____ TO _____, _____ FEET TO THE
POINT OF BEGINNING.

CONTAINS: _____ SQUARE FEET (_____ ACRES) MORE OR LESS

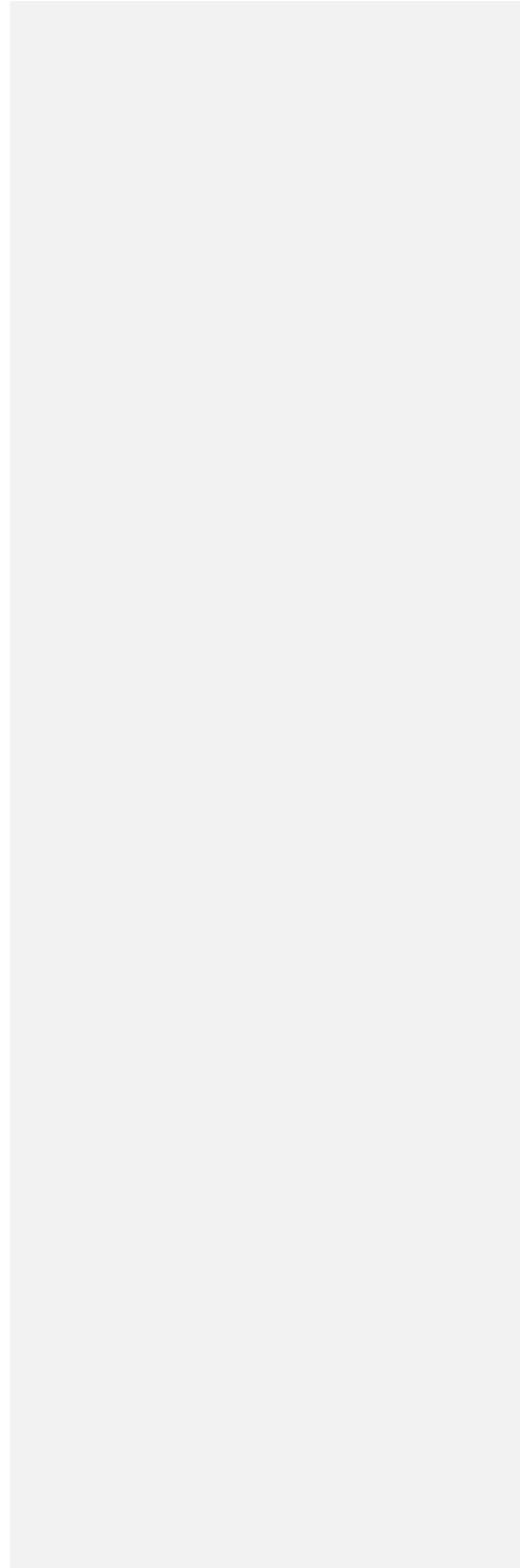


EXHIBIT _____

COPY OF RESOLUTION (OR LETTER)

Deleted: EXHIBIT B
SITE PLAN

EXHIBIT B

SITE PLAN

Deleted: EXHIBIT _____
COPY OF RESOLUTION (OR LETTER)

EXHIBIT C

EXHIBIT D

**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”).

- 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. “Additional Property”** means any adjoining property that may be subject to Annexation into this Development Agreement as more fully described below.
- 1.4. “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.

- 1.5. **“Code”** means the Hideout Development Code (“HCD”).
- 1.6. **“Developer”** means Bloom Boutique LLC, a Utah limited liability company, and its assignees or transferees.
- 1.7. **“Development Agreement”** means this Development Agreement.
- 1.8. **“Effective Date”** is the date first set forth in the first paragraph of this Development Agreement.
- 1.9. **“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.
- 1.10. **“Party/Parties”** means, in the singular, Developer or the Town; in the plural Developer and the Town.
- 1.11. **“Planning Commission”** means the Hideout Planning Commission.
- 1.12. **“Permitted Uses”** means the uses allowed as set forth in the Final Site Plan.
- 1.13. **“Project”** means the vested entitlements and rights to build consistent with this Development Agreement, which is known generally as the **“Bloom Development”**.
- 1.14. **“Property”** means the two legal lots of record totaling approximately 120 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.
- 1.15. **“Public Facilities”** means those arterial and access roads and the other public infrastructure or public service facilities serving the Property.
- 1.16. **“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.
- 1.17. **“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.
- 1.18. **“Residential Dwelling Unit”** means a structure or portion thereof designed and

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

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

2. Project Conditions:

- 2.1.** The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated _____, 2023, attached hereto as Exhibit __, and (ii) the Bloom Boutique Master 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.
- 2.2.** Developer agrees to pay the then-current impact fees lawfully imposed and uniformly established by the HCD at the time of permit application, whether or not state statutes regarding such fees are amended in the future, unless otherwise made unlawful.
- 2.3.** The Development Agreement may include residential Cluster Development as outlined in the Town Standards.
- 2.4.** The Commercial Uses in the Project shall include a full-service hotel along with related support commercial as identified on the Master Development Plan included as Exhibit _____. The Master Development Plan is hereby incorporated by reference.
- 2.5.** The Residential Uses in the Project shall consist of no more than sixteen (12) single family homes; ninety (90) townhomes; and (53) fifty casitas and (8) Multi Family Units. The residential units shall be nightly rental approved as an allowed use. 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.
- 2.6.** 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.
- 2.7.** Developer shall construct a public trail system throughout the Project providing pedestrian and bike connectivity as demonstrated in Exhibits B and D.
- 2.8.** 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 (e) a landscape plan. Approvals by the Town of Hideout shall not be unreasonably withheld.

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.

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

4.2. Additional Property. If the Developer acquires any additional property contiguous to the Property and located within the bounds of the Town of Hideout or the Hideout Annexation Declaration area, then Developer may petition to annex or apply to add such future property within this Development Agreement. The Town will reasonably process and consider such petition or application in accordance with applicable state law and the Land Management Code in effect at that time.

4.3. 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, the Town shall cooperate in the formation and operation of the PID.

4.4. 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 compelling, 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 complete application is filed in conformance with the applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.

4.5. 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).

4.6. Application Under Town's Future Laws. Without waiving any rights granted by this Development Agreement, Developer may at any time choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application so applied for. The election by the Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Developer from relying on prior Development Applications or the Town's Vested right Law as they pertain thereto.

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 Buildout. 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 in fulfillment of 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 application 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 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. The burden is upon the Developer to submit responsive information.

- 5.5. 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. 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.

- 5.6. 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 Town.

- 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 Planning Director. Any substantive modifications to the site plan such as changes in access, building locations, or Density shall be reviewed by the Planning Commission 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 pursuing a cure with reasonable diligence.

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 Chief Building Official and the Planning Director, 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 – Site Plan

Exhibit C – Findings of Fact and Conditions of Approval

Exhibit D – Concept Approval

Exhibit E – Architectural Guidelines

Exhibit F - Master Planned Development Plans dated _____, 2023

Exhibit G - Phasing Plan

Exhibit H - List of all known Physical Mine Hazards on the property (None)

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE _____ TO _____, _____ FEET TO THE
POINT OF BEGINNING.

CONTAINS: _____ SQUARE FEET (_____ ACRES) MORE OR LESS

EXHIBIT B

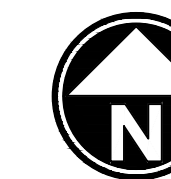
SITE PLAN

EXHIBIT _____

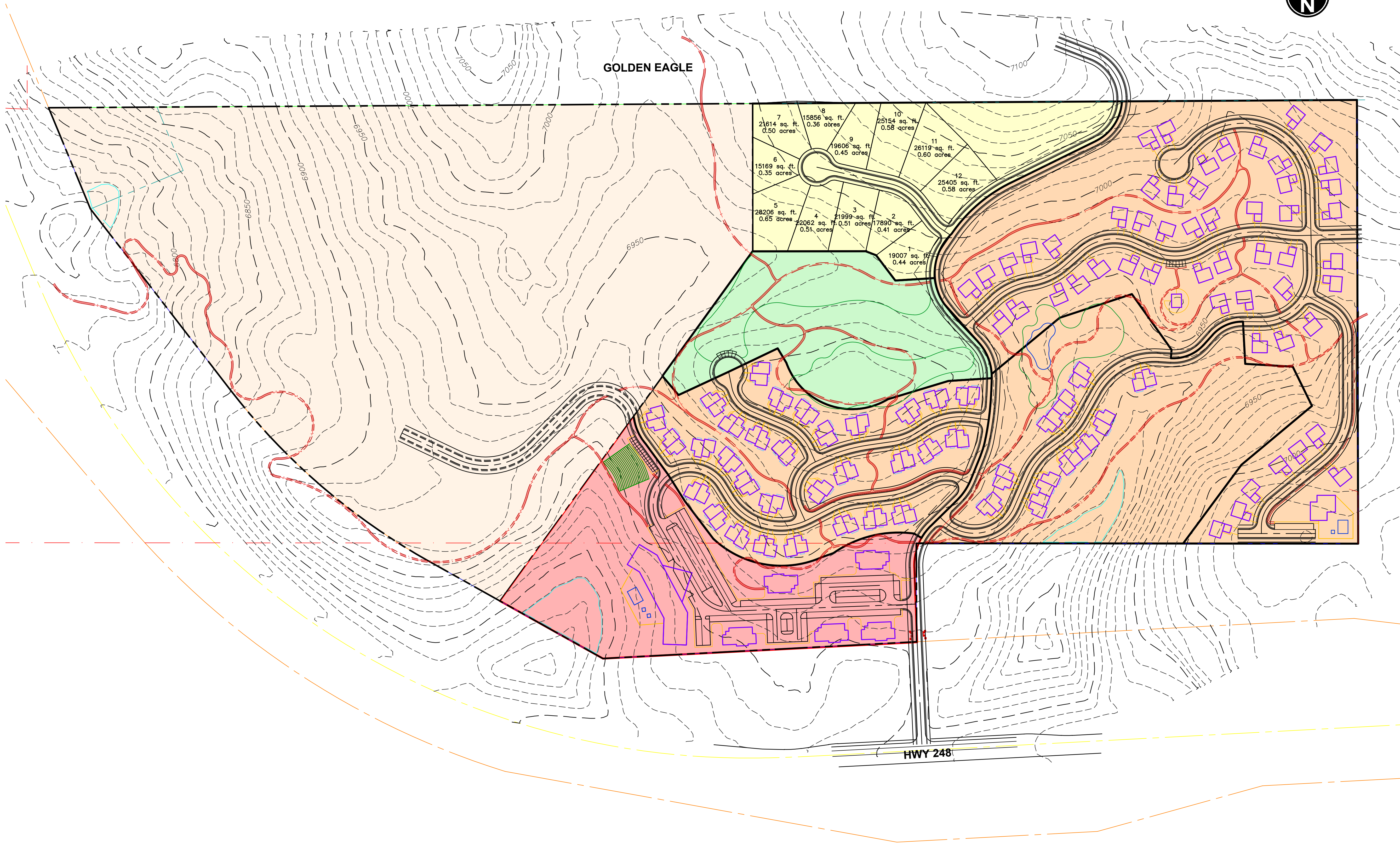
COPY OF RESOLUTION (OR LETTER)

EXHIBIT C

EXHIBIT D



GOLDEN EAGLE

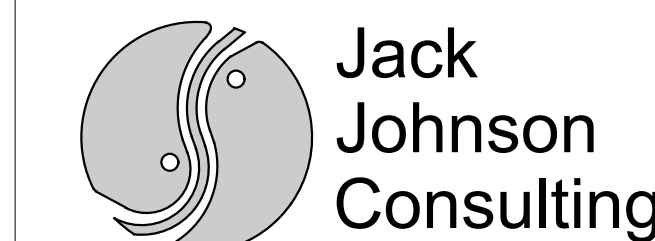


LEGEND:

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



22"x34" SCALE: 1"=150'
11"x17" SCALE: 1"=300'

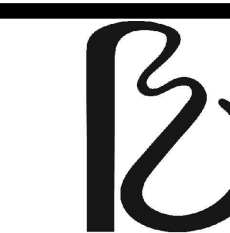


Jack Johnson Consulting

Designing World Destinations
In-Person - 1910 Prospector Avenue - Suite 200 - Park City - Utah 84060
Telephone - 435.645.9001 - Facsimile - 435.776.7590
www.jackjohnson.com

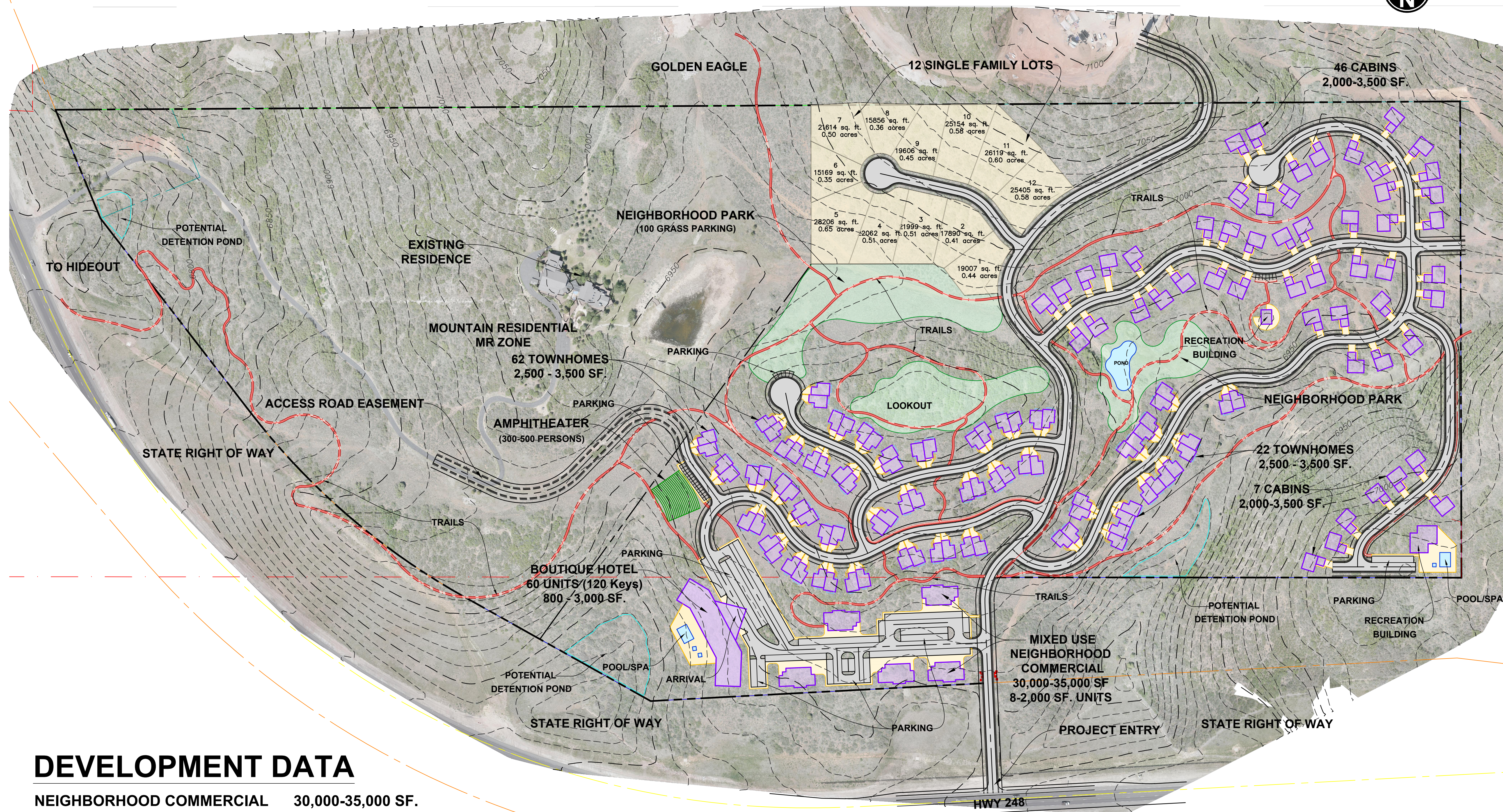
DATE: OCTOBER, 2023
DESIGNED BY: STAFF
DRAWN BY: STAFF
REVIEWED BY: BEJ
PROJECT: 1337
ISSUE: CONCEPT PLAN

REVISIONS:	
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BLOOM
BOUTIQUE COMMUNITY

PHASING PLAN | **C102**

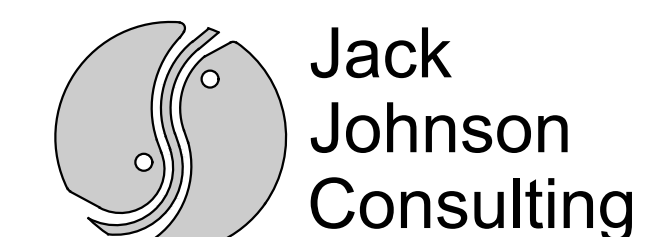


DEVELOPMENT DATA

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



22"x34" SCALE: 1"=150'
11"x17" SCALE: 1"=300'



Jack
Johnson
Consulting

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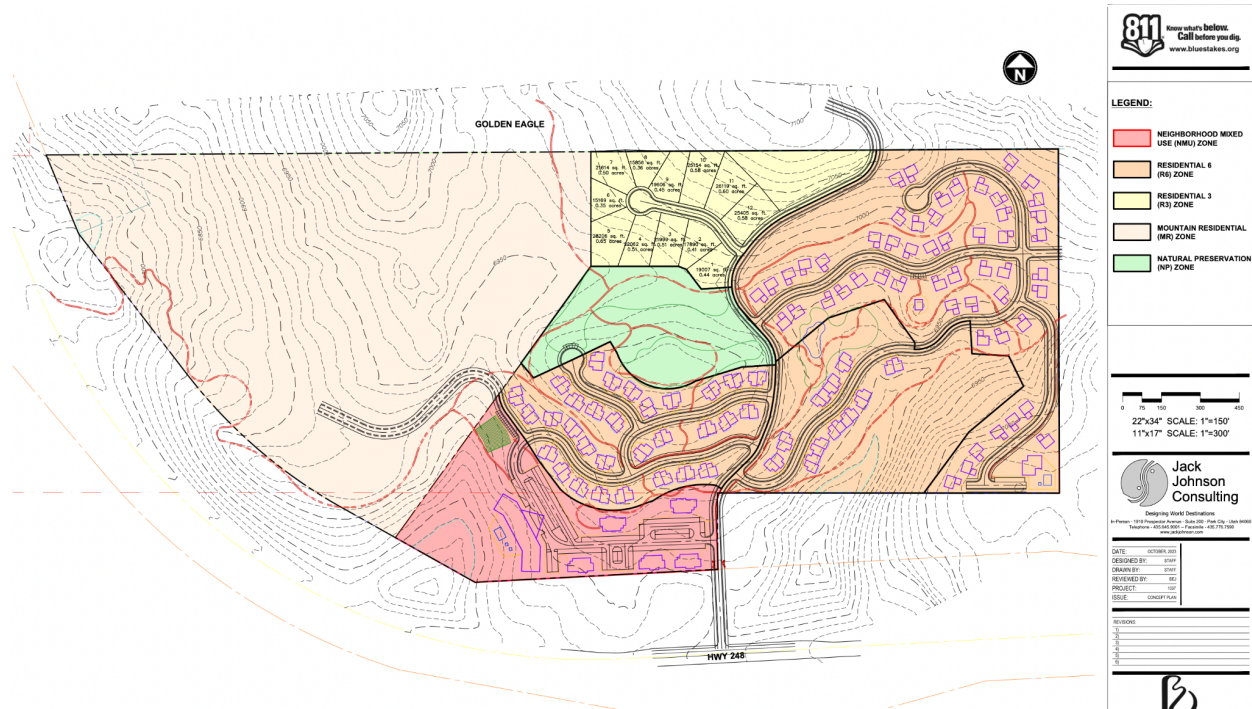
REVISIONS:
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BLOOM
BOUTIQUE COMMUNITY

CONCEPT PLAN | **C101**

Building Phases:



Phase 1:

Infrastructure A:

Main route through middle and lower west loop

Infrastructure B:

Finish west loop middle

Upper west culdesac

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 culdesac
Infrastructure E:
Upper East Side Loop
Infrastructure F:
East/South corner road culdesac

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 multi family 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

Phase Timeline Plan			
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 Cludesac	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
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



BLOOM

Architectural Guidelines

Commercial Village Visionboard



Commercial Village Visionboard



Landscape Hotel - Visionboard



Townhomes & Residences Visionboard



Townhouse



3



Single Family Homes Visionboard



Cabin Resort Visionboard





Cabin Amenities Visionboard





BLOOM

Thank you - Jenni & Ryan



Exhibit A

Legal Description

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.

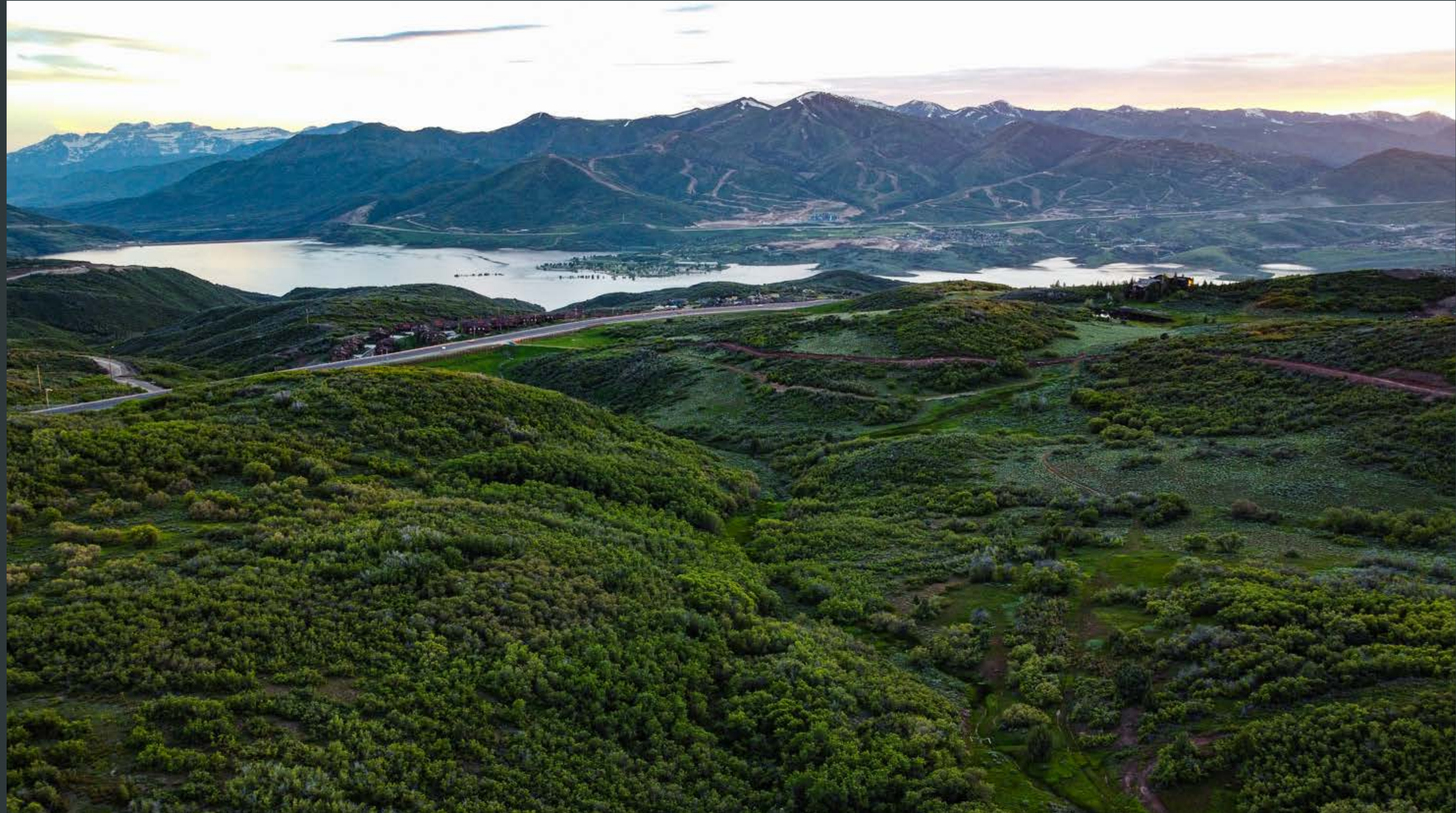
LESS AND EXCEPTING THE FOLLOWING PORTION:

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.



BLOOM

The Land



The Land

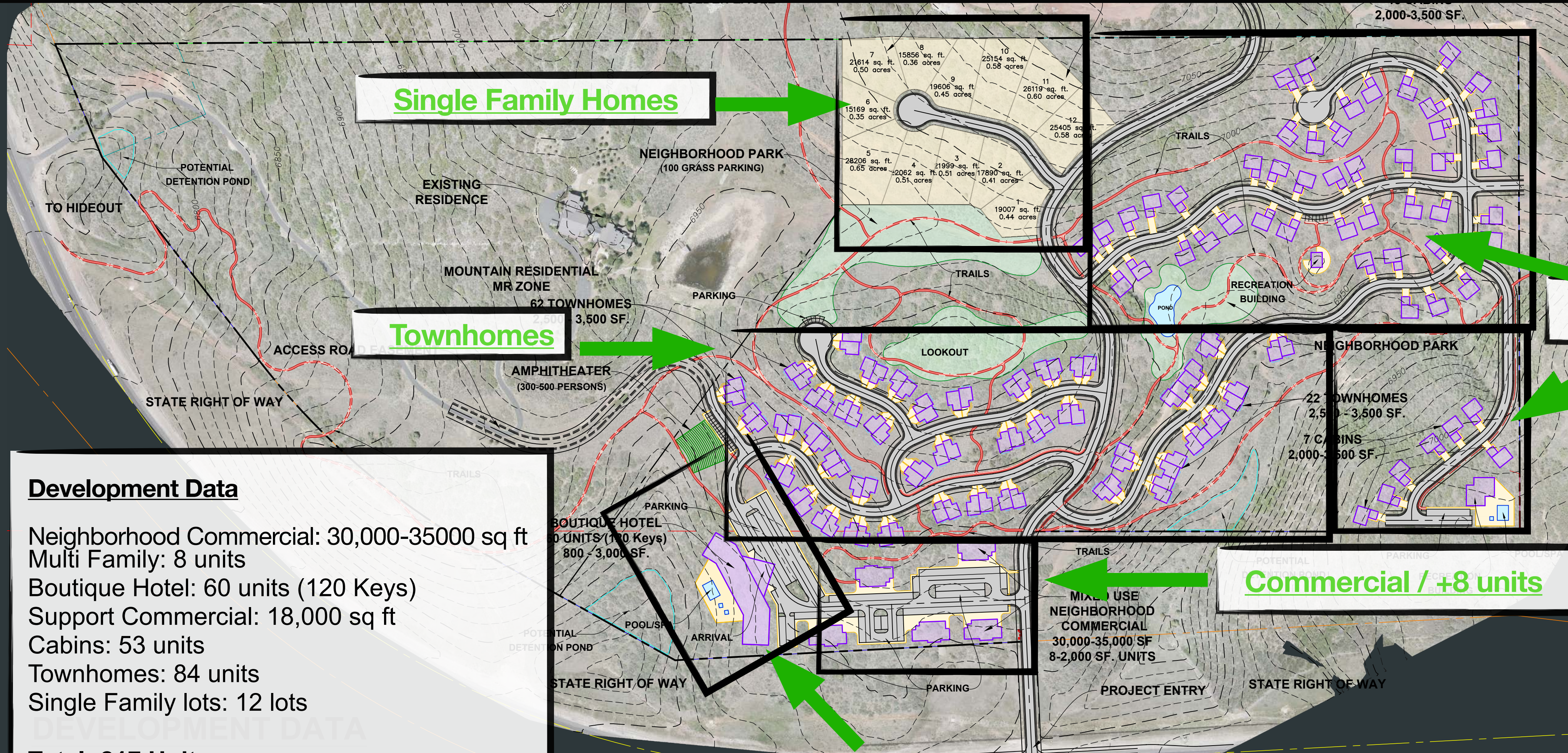




Welcome to Bloom in Hideout

- Bloom in Hideout is a holistic focused boutique resort community on one of the most beautiful landscape acreage in the world. Built on a volcano site that's 30 million years old, this community will focus on a development that works with the land with a goal to refresh all that come to utilize the properties on site.
- This is a 72 acre piece of land within minutes to the ski mountains of Park City, the Uintas National Forest, and Lake Jordanelle. The views in the day are breathtaking and even better in the evening with a magical night sky display.
- The development will include a commercial village, townhouse residences, hotel, casitas and single family homes.

Concept



Single Family Homes

Townhomes

Cabins

Commercial / +8 units

Hotel

Development Data

Neighborhood Commercial: 30,000-35,000 sq ft
 Multi Family: 8 units
 Boutique Hotel: 60 units (120 Keys)
 Support Commercial: 18,000 sq ft
 Cabins: 53 units
 Townhomes: 84 units
 Single Family lots: 12 lots

Total: 217 Units

DEVELOPMENT DATA

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

0 75 150 300 450
 22"x34" SCALE: 1"=150'
 11"x17" SCALE: 1"=300'

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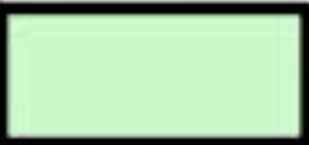
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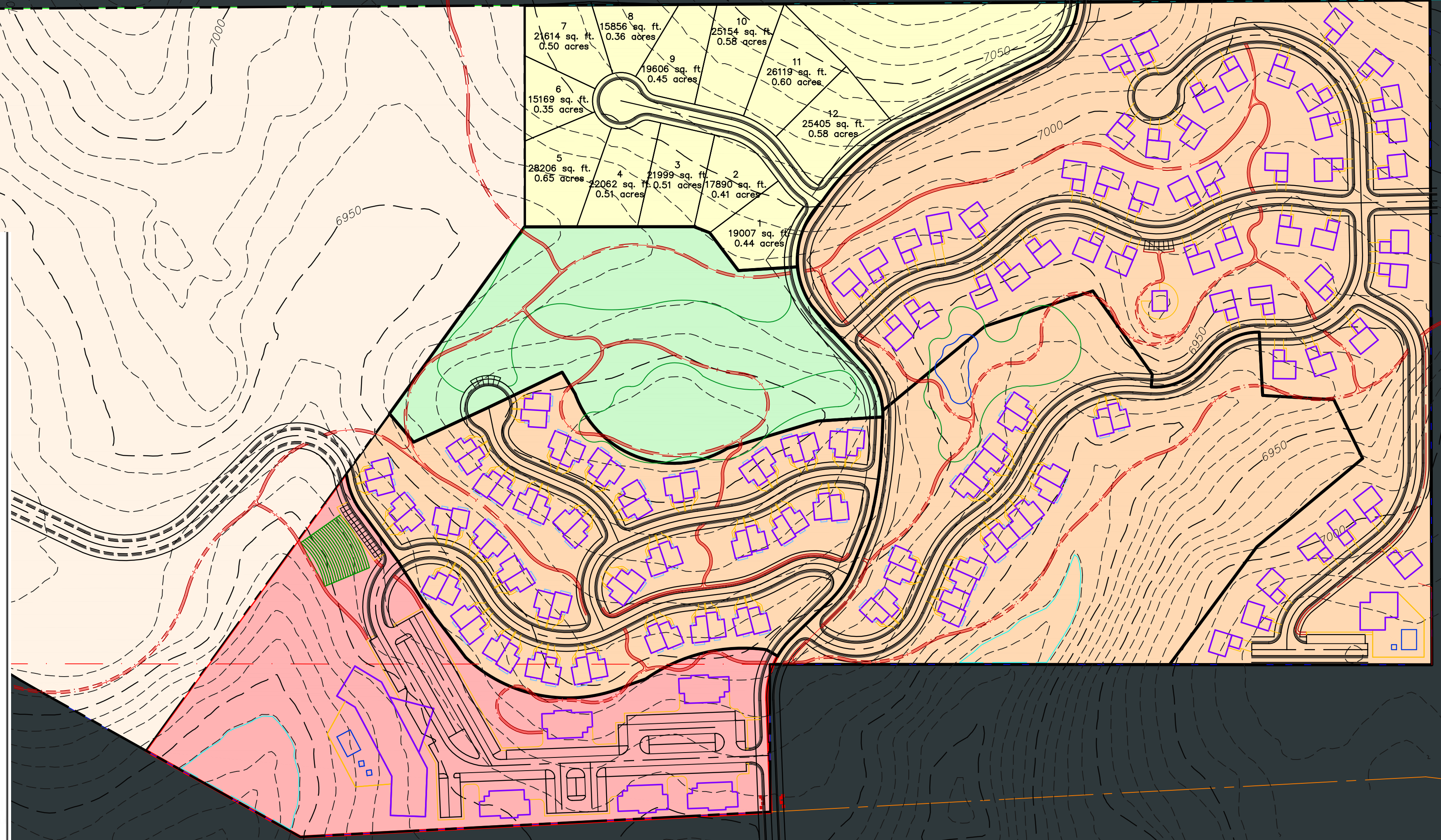
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ReZone Plan

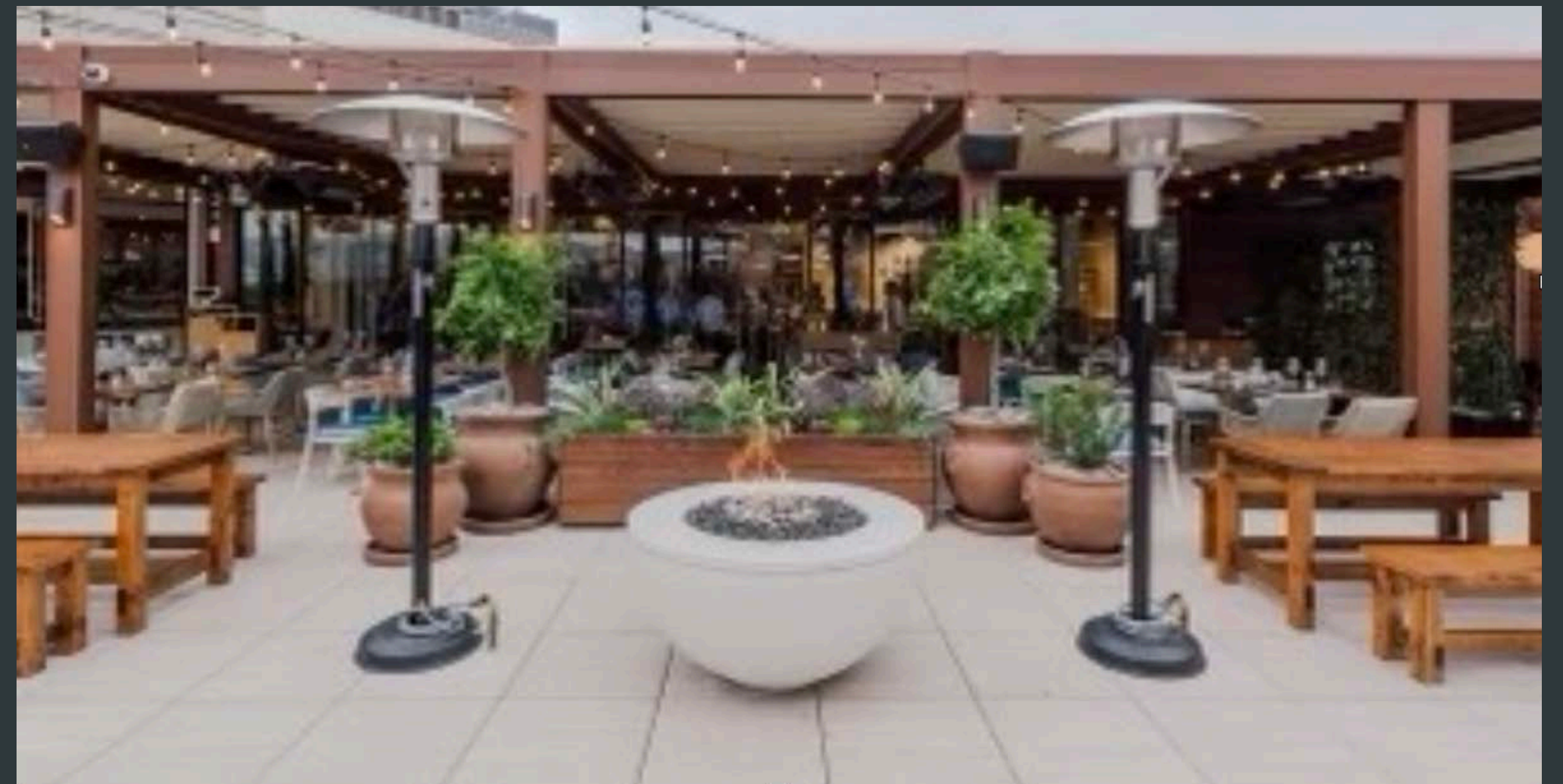


LEGEND:

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



Commercial Village Visionboard



Commercial Village Visionboard



Commercial Village Visionboard

- The Commercial Village will consist of 4 main structures with a holistic theme for each structure; Earth, Water, Fire and Air



Air

Fire

Water

Earth

Commercial Village Vision

The Commercial Village hub would be a place for the community and others to gather and enjoy amenities that offer convenience and community.

Potential Vendors:

- Market - store
- Coffee
- Retail
- Small Businesses
- Art Gallery
- Health/Wellness
- Banquet Room
- High End Wine Club with Storage Lockers
- Restaurants
- Event facility - Banquet Room
- Small pop-up vendors - Sunday Market potential

Landscape Hotel - Visionboard



Hotel Vision

The hotel vision is that it's a boutique hotel of no more than 120 keys, and works with the landscape of the area.

The hotel would offer a place for visitors to stay who love being active and appreciate the location as a gateway to the Uintas, close to skiing, the lake and emphasizing trails and outdoor activities.

Townhomes & Residences Visionboard



Townhouse



3



Single Family Homes Visionboard



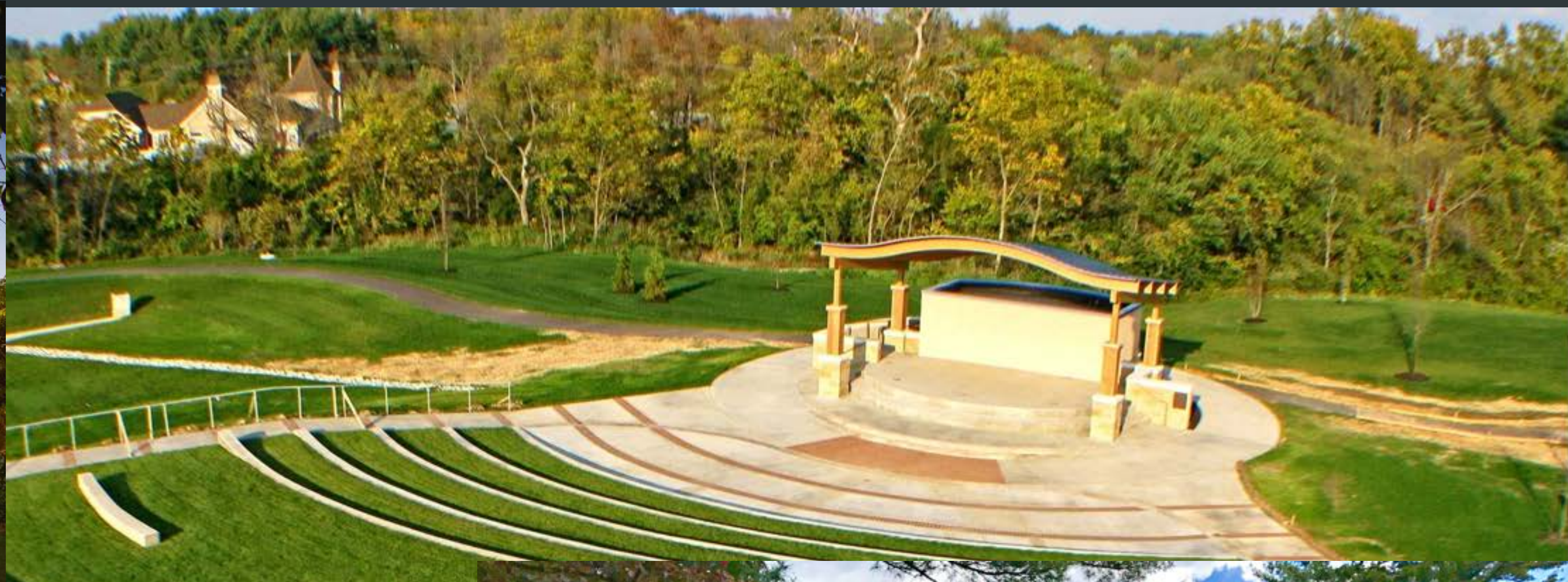


Townhomes and Single Family Vision

The Townhomes will be luxury townhomes in a resort community that would also offer a residence for people to stay that wanted more a home feeling when visiting friends and family in the area or traveling to be with nature and the outdoors. This hub of the resort community would be an important part of attracting the commercial vendors as an important part of the development eco-system.

The single family homes would be an extension of this offering, and would be gated and private so you could have your choice of a hotel room, Cabin, Townhouse, or full family home when wanting to refresh, and recharge in the beautiful Hideout.

Community Spaces Visionboard



Community Spaces Vision

Potential Usage for amphitheater (grass with small stage area), top of nob, and valley:

Community and Corporate/Commercial events including but not limited to:

- Easter egg hunts
- Apple Fair
- Christmas Santa event
- Sunday Markets
- Day/early evening community concerts
- Weddings
- Corporate events
- Overflow temporary parking for special events

Cabin Resort Visionboard





Cabin Amenities Visionboard



Cabin Resort Vision

The Cabin Resort will be a luxury landscape hotel that works with the land and has 3-4 bedroom cabins that offer people a place to recharge and refresh with family, friends or solo.

The area could have the following once complete:

- Check in venue, with small retail
- An intimate restaurant for on-site guests
- An event area for an intimate corporate or other gathering
- A meditation cave
- Cold plunge area
- Sauna area
- Pool facility
- Maintenance facility for staff of the resort



BLOOM

Thank you - Jenni & Ryan

