



HIDEOUT, UTAH
PLANNING COMMISSION REGULAR MEETING
April 16, 2026
Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Hideout Planning Commission will hold a Regular Meeting at 6:00 PM, or soon thereafter, on Thursday, April 16, 2026, in the Town of Hideout Council Room located at 10860 N. Hideout Trail, Hideout, Utah for the purposes and at the times described below.

The public may join remotely, attend in-person, or view the open portions of this meeting by connecting to:

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

Interested parties may join via Zoom:

Meeting URL: <https://zoom.us/j/4356594739> | **Meeting ID:** 435 659 4739

Regular Meeting
6:00 PM

I. Call to Order

II. Roll Call

III. Public Comment

1. The Public Comment period is an opportunity for individuals to make general public comment for items not listed on the agenda. Comments regarding items set for a Public Hearing will be taken during the designated hearing. (Three (3) minutes per person).

IV. Approval of Meeting Minutes

1. Approval of Minutes for the April 8, 2026 Planning Commission Special Meeting and Public Hearing
2. Approval of Minutes for the March 19, 2026 Planning Commission Regular Meeting and Public Hearings.

V. Agenda Items

1. [Discussion and Consideration to Approve the revised Planning Commission Rules and Regulations, incorporating the Town Council's direction.](#)
2. [Discussion and Review of the Silver Meadows Annexation Master Development Agreement \(AMDA\).](#)
3. [Discussion and Final Review of the General Plan Community Survey Questions - Town Survey #2.](#)

VI. Meeting Adjournment

I, Maria Devereux, the Recorder for the Town of Hideout, UT, do hereby certify that the above Thursday, April 16, 2026, Hideout Planning Commission Regular Meeting was posted at the following locations: 1) Hideout Town Hall, 2) Town website www.hideoututah.gov and 3) the Utah Public Notice Website at www.utah.gov/pmn. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or City Recorder at 435-659-4739 at least 24 hours prior to the meeting.

File Attachments for Item:

1. Discussion and Consideration to Approve the revised Planning Commission Rules and Regulations, incorporating the Town Council's direction.



Staff Report – Planning Commission Rules and Regulations

To: Rachel Cooper, Chair
Hideout Planning Commission

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

Re: Planning Commission Rules and Regulations

Date: April 16, 2026 Planning Commission Meeting

Background

The Planning Commission initially reviewed the draft Rules and Regulations on September 18, 2025, and forwarded recommendations to the Town Council for consideration at a public hearing on October 9, 2025.

Following that hearing, the Town Council directed several revisions, including the elimination of alternate members and increasing the size of the Planning Commission from five to seven members. These changes required corresponding amendments to the Town Code, which have since been completed.

The updated Rules and Regulations were then presented to the Town Council on January 8, 2026, for review and confirmation. The Planning Commission is now required to review and take action on the revised Rules and Regulations, incorporating the Town Council's direction.

Recommendation

The Planning Commission should review the draft Rules and Regulations, make any necessary revisions, and consider adoption of the document governing the composition and operation of the Planning Commission.

TOWN OF HIDEOUT PLANNING COMMISSION RULES AND REGULATIONS

Adopted: ~~April 16, 2026~~ September 18, 2025; Revised

Presented to Council: ~~October 9, 2025~~ January 8, 2026 ~~TBD~~

The Planning Commission shall adhere to the following rules and regulations in administration of the Commission duties and governance of their meetings. The Planning Commission shall be familiar with and follow all requirements of Utah State Code Title 10, Chapter 9a (Land Management Code) and Chapter 13 (Ethics) and the Hideout Municipal Code (Title 3, Chapter 3.02 (Planning Commission) and Titles 11 and 12 (Subdivisions and Zoning) related to Planning Commissions.

I. Membership

The Planning Commission consists of ~~five (5)~~ seven (7) voting members ~~and two (2) alternate members~~ appointed by the Mayor with the advice and consent of the Town Council.

Members shall serve staggered four-year terms. The Mayor shall, with the advice and consent of the Town Council, appoint or reappoint a Planning Commission member to fill a position on the Planning Commission that has expired or to fill any vacancies that might arise. If a vacancy occurs, the newly appointed member fills the remainder of the vacating member's term.

There is no limitation on the number of successive terms a Planning Commissioner serves if they are reappointed.

Members must be full-time residents of Hideout aged 18 years of age or older for at least a year and maintain residency during their service.

Members shall avoid conflicts of interest as required by law and Town policy, i.e., any financial interest beyond single dwelling ownership.

II. Officers

Commented [PM1]: At the 1/8/26 meeting, Council converted the Planning Commission to 7 members and no alternates.

A Chair and Vice Chair shall be elected annually at the first meeting of the new year but not later than by the meeting in March by majority vote of the Commission. ~~from among regular members. To be eligible, the Chair and Vice Chair cannot be an alternate member.~~

Commented [PM2]: Council changed the code to say the chair and vice chair shall appoint by and including the meeting in March.

The Chair shall preside over all meetings and hearings of the Commission and coordinate with staff on agendas. The Chair shall pace the meeting so that all items on the agenda can be addressed and either concluded or continued. The Chair shall use his/her best efforts to preserve order and see that members of the Commission and the public are treated with respect. The Chair shall sign official recommendations and reports on behalf of the Commission. The Chair shall meet at least monthly with the Mayor to discuss pertinent planning issues. The Vice Chair shall preside in the absence of the Chair.

Commented [PM3]: Since alternates were removed, this isn't necessary any more.

Commented [PM4]: The Council added - Meet monthly with the Mayor to discuss pertinent planning issues. As a duty of the Chair.

The Vice Chair shall assume the duties of Chair for the remainder of the calendar year if the Chair resigns. A new Vice Chair is elected by a majority vote of the Commission from among regular members at the first scheduled meeting after the resignation.

The Recorder for the Town of Hideout or the Recorder's designee shall serve as Secretary, responsible for agendas, minutes, and official records. The Planning Director or appointed designee shall provide all required noticing and prepare all reports and gather such information as may be necessary for the Planning Commission to conduct its business and to all necessary parties prior to the meeting.

III. Meetings

All meetings shall comply with the Utah Open and Public Meetings Act.

A. Regular Meetings:

Commission shall hold regular monthly meetings and shall adopt an annual schedule each year. Public notice of all meetings shall be provided in accordance with Utah Code and all applicable Hideout Town codes.

No schedule changes should be made except for the lack of a quorum.

The Planning Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of ~~three (3)~~ four (4) members of the Commission. No action may be taken without a quorum.

Materials for agenda items must be delivered to the Planning Commission by noon three business days prior to the meeting or the Planning Commission has the right to cancel that agenda item. If packet materials are received after that time, the Chair will discuss with staff if

the item will be placed on the agenda. The Planning Commission shall not act on or make any final decision regarding an item that is not on the agenda.

There shall be on every agenda of the Planning Commission an item entitled "public comment". The public comment portion of the meeting shall be limited to the public speaking to the Commission on any item not on the agenda. Members of the public shall be free to express any idea, question, or viewpoint without limitation except for time and the manner of the presentation.

Individual members of the public shall be limited to the time allowed by the Chair. The Chair shall ensure that the public comment is civil and orderly. The Chair shall use his/her best efforts to allow the free expression of the public and keep the meeting in order. Planning Commission and staff should not interrupt, argue with, or otherwise interfere with any comment by a member of the public. The Planning Commission and staff may ask clarifying questions of the member of the public making a presentation, and other members of the public may comment at the discretion and recognition by the Chair.

At regular meetings of the Planning Commission, members shall speak and have discussion without interrupting others who are speaking. Any meeting designated as a work meeting shall be more informal, and Planning Commission may freely participate if proper decorum is maintained. Planning Commission shall always conduct themselves with decorum and respect and shall refrain from making any disparaging remarks concerning any other member of the governing body or the public.

B. Special Meetings:

Special Meetings may be called by the Chair or at the request of three (3) or more regular members.

C. Voting:

A quorum of Commission members must be present and voting in a public meeting. Actions require a majority vote of those present and voting. All votes will be cast verbally. After the vote is taken, any member of the Commission desiring to explain his/her vote shall be allowed an opportunity to do so.

~~The Commission consists of two alternates. The alternates attend all meetings of the Commission. An alternate member may sit in for a regular member of the Commission, at the request of the Chair, when the regular member is not able to be in attendance, including if the regular member recuses on a matter. When an alternate is needed in place of a regular member, the two alternate members rotate the responsibility for an entire meeting. The alternate may only vote at such time as they are acting for the regular member. Even if not~~

~~voting, an alternate shall sit with the Planning Commission and may participate in the discussion and ask questions but may not vote.~~

Failure to vote by a member shall be counted as an abstention. All official Commission members will vote except those who have abstained. A Commission member shall abstain only if he or she has possible conflict of interest. All members of the Commission shall be familiar with and adhere to the provisions of Title 10 Chapter 3 Part 13, U.C.A., "Municipal Officers' and Employees' Ethics Act" and Hideout Town conflict of interest and ethics ordinances. If the Commissioner(s) suspects that they may have a conflict of interest which would affect their employment or financial interests concerning any matter to be reviewed by the Planning Commission, they shall consult with the Town Attorney prior to the scheduled review for advice regarding the appropriate action to be taken or shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter. If the Commissioner(s) first suspects such a conflict of interest during the meeting in which the matter is being reviewed, they shall declare the conflict on the record and should recuse themselves from the meeting and not participate in the discussion or voting on the matter.

IV. Member Duties

In compliance with Hideout Town Code, all members of the Planning Commission shall complete training before they can vote in their first meeting. Yearly training shall be conducted by all members.

All Planning Commission members must attend meetings, review materials in advance, disclose conflicts of interest, and deliberate in good faith.

A Planning Commission member shall notify the Recorder for the Town and the Chair if they expect to be absent. Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

Ex Parte Communication: An ex parte contact is any communication with an applicant, applicant's representative or member of the public interested in the outcome of a decision that occurs outside of a Planning Commission meeting regarding a matter that is on the agenda or anticipated to be placed on a future agenda. Commissioners should refrain from engaging in these communications. Anyone speaking to Commissioners on these matters should do so at a public meeting, so their comments, concerns, and evidence are on the public

Commented [PM5]: The council requires the training to be completed within 30 days of being appointed

Commented [PMSR2]: Councilmember Gunn suggested that this required training also includes Open and Public Meeting Act training

record. A Commissioner who has engaged in ex-parte communication should disclose the nature and extent of the communication prior to consideration of the matter and declare whether the member is capable of making a decision free from bias as a result of the communication.

V. Amendments

These Rules may be amended by majority vote of the Planning Commission.

PASSED AND ADOPTED this ___ day of _____, 2026 by the Planning Commission of Hideout, Utah.

Planning Commission Chair: _____

Attachments:

1. General Plan (<https://hideoututah.gov/wp-content/uploads/2020/07/Hideout-Town-General-Plan-FINAL-4.10.19reduced.pdf>)
2. Copy of Hideout Code on Planning Commission (Chapter 3.02)
3. Copy of State Code Ethics Code (Title 10, Chapter 3, Part 13)

Attachment 2. Hideout Code (As of September 18, 2025)

*** Be sure to check code online for any updates or amendments**

Commented [PM6]: Will provide the updated version once it is posted in muni code.

Commented [PM6R2]: Need to check with Maria re when this gets updated

3.02 PLANNING COMMISSION

3.02.010 CREATION

3.02.020 QUALIFICATIONS - TRAINING AND RESIDENCY REQUIREMENTS

3.02.030 REMOVAL FROM COMMISSION

3.02.040 COMPENSATION

3.02.050 POWERS AND DUTIES

3.02.060 COOPERATION WITH COUNTY

3.02.070 RECORD OF PROCEEDINGS

3.02.080 RULES AND REGULATIONS

3.02.090 NOTICE REQUIREMENTS

3.02.010 CREATION

1. Composition; Appointment: Pursuant to the provisions of Utah Code, there is hereby created a planning commission for Hideout. The planning commission shall consist of five (5) members, to be appointed by the mayor, with the advice and consent of the council. Initially, the members shall be appointed with one (1) member having their term expire January 1, 2010, and two (2) members having their terms expire January 1, 2012. Thereafter, every even numbered year, in the month of January, the mayor, with the advice and consent of the council, shall appoint members of said commission, for a term of four (4) years. The terms shall be staggered in such a manner that no more than three (3) terms expire in a given year. All terms expire on January 1 in the applicable year.
2. Term: Each member of the planning commission shall serve until the expiration of the term for which they are appointed or until their successor is appointed and qualified. At the expiration of each term, new appointments shall be promptly made in the same manner as original appointment as provided in this section.
3. Vacancy: Any vacancy occurring during an unexpired term, due to death, resignation or removal from office shall be promptly filled by the mayor, with the advice and consent of the council, for the unexpired portion of the term.
4. Alternates: Two (2) alternate members of the planning commission may be selected in the same manner and for the same length of time as a regular member. The alternate member may sit in for a full time member of the commission, at the request of the chairperson, when the full time member is not able to be in attendance. The alternate may only vote at such time as they are acting for the full time member.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.020 QUALIFICATIONS - TRAINING AND RESIDENCY REQUIREMENTS

1. Members of the planning commission must qualify by taking, subscribing and filing with the clerk the oath of office required by section 10, article IV of the constitution of Utah.
2. Residency Requirement. No person may be appointed to the Planning Commission unless such person is a full time resident within the Town of Hideout for at least twelve (12) months prior to their appointment and must remain a full time resident while serving as a Planning Commissioner.
3. Training Requirement. All members of the Planning Commission shall:
 1. complete at least four (4) hours of annual land use training offered by the Utah League of Cities and Towns; or a list of training courses selected by the Utah League of Cities and Towns
 2. Proof of completion shall be submitted to the Town Clerk and the record shall be maintained of training completion at the end of each calendar year.
 3. This section shall apply to all current members of the Planning Commission, including alternates. All members shall complete at least two hours of training within sixty (60) calendar days of the effective date of this Ordinance. A newly appointed Planning Commissioner shall complete at least two hours of training within sixty (60) calendar days of being appointed.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.030 REMOVAL FROM COMMISSION

The Town Council may remove any member of the planning commission, with or without cause, at an open meeting. Any Planning Commission member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the Town Council and asked to resign or be removed for cause by the Council.

3.02.040 COMPENSATION

The council may, by resolution, fix per diem compensation for the members of the planning commission, including alternates, based on meetings actually attended.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.050 POWERS AND DUTIES

The planning commission shall have such powers and functions and shall perform such duties as prescribed by Utah Code Title 10-9a, and any further amendments of or supplements to which may hereafter be enacted, and shall also have such powers and functions and perform such other duties in connection with the planning and zoning of the

town as may hereafter be prescribed by any ordinance. The planning commission shall be designated as the administrative land use authority for preliminary approval of all subdivision applications, and may not be the land use authority for final approval of subdivision applications for developments single-family, two-family, or townhome dwelling units.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

Amended by Ord. 2024-O-13 Subdivision Code Update on 12/12/2024

3.02.060 COOPERATION WITH COUNTY

The planning commission, in the exercise of its powers and the discharge of its duties, shall seek to cooperate with any planning commission or other official body of the county having similar powers and duties.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.070 RECORD OF PROCEEDINGS

The planning commission shall keep a public record of its proceedings, which shall be filed in the office of the clerk.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.080 RULES AND REGULATIONS

The planning commission shall submit to the council rules and regulations subject to the provisions of the laws of the state and the planning and zoning ordinances of the town, to provide for the regulation of its procedure and the conduct of its duties, and may submit amendments to such rules from time to time to the council.

HISTORY

Adopted by Ord. 20-02 on 1/23/2020

3.02.090 NOTICE REQUIREMENTS

1. If any applicant desires to have an item placed on the agenda for the regular meeting of the Planning Commission, a complete application (inclusive of all supporting content and required documents such as site plans, building elevations, etc.) and all associated fees and escrow funds must be submitted to the Recorder's Office no later than 10:00 am mountain time forty-five (45) calendar days prior to the Planning Commission's regularly scheduled meeting. If any required application items are delivered after the time set forth in this section, such application items will be placed on the agenda for the following regular meeting of the Planning Commission.
2. This section makes no changes to any Land Use application schedule or deadlines outlined within existing Town Code or within any duly adopted Master Development Agreement. Those schedules and/or deadlines must be completed prior to any affected item being placed upon the agenda as outlined above.

3. All applications for property development and/or use permits shall be actively pursued to a final decision by the town. If no activity such as plan submittals, reviews, meetings, or communication by the applicant has occurred on an application for one hundred eighty (180) days, the application will be deemed as inactive, and the file closed. The applicant may submit a written request to maintain the application as active, wherein upon finding that there is good cause and reasonable belief that the application will be pursued to completion, the Town Planner, or their designee may grant a one-time ninety (90) day extension. Once a file is closed, an applicant will be required to pay all applicable fees and reapply for permits or development.

Attachment 3. Municipal Officers and Employee’s Ethics Act as of January 10, 2026.

Part 3

**Municipal Officers' and
Employees' Ethics Act**

10-3-1301 Short title.

This part is known as the "Municipal Officers' and
Employees' Ethics Act." Amended by Chapter 147, 1989
General Session

10-3-1302 Purpose.

The purposes of this part are to establish standards of conduct for municipal officers
and employees and to require these persons to disclose actual or potential
conflicts of interest between their public duties and their personal interests.

Amended by Chapter 438, 2024 General Session

10-3-1303 Definitions.

As used in this part:

(1)

(a) "Appointed officer" means an
individual appointed to: (i) a statutory
office or position; or
(ii) a position of employment with a city or with a community reinvestment
agency under Title

17C, Limited Purpose Local Government Entities - Community
Reinvestment Agency Act. (b) "Appointed officer" includes an individual serving
on a special, regular, or full-time committee,
agency, or board, regardless of whether the individual is compensated
for the individual's services.

(c) "Appointed officer" does not include an elected officer.

(2) "Assist" means to act, or offer or agree to act, in such a way as to help,
represent, aid, advise, furnish information to, or otherwise provide assistance
to a person or business entity, believing that such action is of help, aid,
advice, or assistance to such person or business entity and with the intent to
assist such person or business entity.

- (3) "Business entity" means a sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.
- (4) "Compensation" means anything of economic value, however designated, which is paid, loaned, granted, given, donated, or transferred to a person or business entity by anyone other than the governmental employer for or in consideration of personal services, materials, property, or any other thing whatsoever.
- (5) "Elected officer" means:
 - (a) an individual elected or appointed to fill a vacancy in the office of mayor, commissioner, or council member; or
 - (b) an individual who is considered to be elected to the office of mayor, commissioner, or council member by a municipal legislative body in accordance with Section 20A-1-206.
- (6) "Improper disclosure" means the disclosure of private, controlled, or protected information to a person who does not have both the right and the need to receive the information.
- (7) "Municipal employee" means an individual who is employed on a full or part-time basis by a municipality or by a community reinvestment agency under Title 17C, Limited Purpose Local Government Entities - Community Reinvestment Agency Act.

- (8) "Officer" means an appointed officer or an elected officer.
- (9) "Private, controlled, or protected information" means information classified as private, controlled, or protected under Title 63G, Chapter 2, Government Records Access and Management Act, or another applicable provision of law.
- (10) "Substantial interest" means the ownership, either legally or equitably, by an individual, the individual's spouse, or the individual's minor children, of at least 10% of the outstanding shares of a corporation or 10% interest in any other business entity.

Amended by Chapter 443, 2024 General Session

10-3-1303.5 Statutory construction.

The definition of appointed officer in Section 10-3-1303 does not have the effect of making an appointed individual or employee an officer of the municipality.

Enacted by Chapter 443, 2024 General Session

10-3-1304 Use of office for personal benefit prohibited.

- (1) As used in this section, "economic benefit tantamount to a gift" includes:
 - (a) a loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; or
 - (b) compensation received for a private service rendered at a rate substantially exceeding the fair market value of the service.
- (2) Except as provided in Subsection (4), it is an offense for an officer or municipal employee to:
 - (a) disclose or improperly use private, controlled, or protected information acquired by reason of the officer's or municipal employee's official position or in the course of official duties in order to further substantially the officer's or municipal employee's personal economic interest or to secure special privileges or exemptions for the officer or municipal employee or for others;
 - (b) use or attempt to use the officer's or municipal employee's official position to:
 - (i) further substantially the officer's or municipal employee's personal economic interest; or
 - (ii) secure special privileges for the officer or municipal employee or for others; or
 - (c) knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the officer or municipal employee or for another, a gift of substantial value or a substantial economic benefit tantamount to a gift that:
 - (i) would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or
 - (ii) the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.
- (3) Subsection (2)(c) does not apply to:
 - (a) an occasional nonpecuniary gift having a value of less than \$50;
 - (b) an award publicly presented in recognition of public services;
 - (c) any bona fide loan made in the ordinary course of business; or
 - (d) a political campaign contribution.
- (4) This section does not apply to an officer or municipal employee who engages in conduct that constitutes a violation of this section to the extent that the officer or municipal employee is chargeable, for the same conduct, under Section 76-8-105.

Amended by Chapter 443, 2024 General Session

10-3-1305 Compensation for assistance in transaction involving municipality -- Public disclosure and filing required.

- (1) As used in this section, "municipal body" means any public board, commission, committee, or other public group organized to make public policy decisions or to advise persons who make public policy decisions.
- (2) Except as provided in Subsection (9), it is an offense for an officer who is a member of a municipal body to receive or agree to receive compensation for assisting a person or business entity in a transaction involving the municipality of which the officer is elected or appointed unless the officer:
 - (a) files with the mayor a sworn statement disclosing the information described in Subsection (8);
 - (b) discloses the information described in Subsection (8) in an open meeting to the members of the municipal body of which the officer is a member immediately before the discussion; and
 - (c) for an officer who is an elected officer, files the sworn statement described in Subsection (2)(a) with the city recorder or town clerk.
- (3) It is an offense for an appointed officer who is not a member of a municipal body or a municipal employee to receive or agree to receive compensation for assisting a person or business entity in a transaction involving the municipality by which the appointed officer or municipal employee is employed unless the appointed officer or employee:
 - (a) files with the mayor a sworn statement disclosing the information described in Subsection (8); and
 - (b) discloses the information described in Subsection (8) to:
 - (i) the appointed officer's or municipal employee's immediate supervisor; and
 - (ii) any other municipal officer or employee who may rely on the appointed officer's or municipal employee's representations in evaluating or approving the transaction.
- (4)
 - (a) An officer or municipal employee shall file the sworn statement described in Subsection (2)(a) or (3)(a), as applicable, on or before the earlier of:
 - (i) 10 days before the date on which the officer or municipal employee and the person or business entity being assisted enter into an agreement; or
 - (ii) 10 days before the date on which the officer or municipal employee receives compensation.
- (5) In accordance with Subsection (2)(c), an elected officer shall file the sworn statement with the city recorder or town clerk on or before the earlier of the deadlines described in Subsections (4)(a)(i) and (ii).
- (6) A municipal recorder or town clerk who receives a sworn statement described in Subsection (2)(a) shall:
 - (a) post a copy of the sworn statement on the municipality's website; and
 - (b) ensure that the sworn statement remains posted on the municipality's website until the elected officer leaves office.
- (7) The sworn statements described in this section are public information and shall be available for examination by the public.
- (8) The sworn statement and public disclosure described in Subsections (2) and (3) shall contain:
 - (a) the name and address of the officer or municipal employee;
 - (b) the name and address of the person or business entity being or to be assisted or in which the officer or municipal employee has a substantial interest; and
 - (c) a brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

- (9) This section does not apply to an officer who is a member of a municipal body and who engages in conduct that constitutes a violation of this section to the extent that the officer is chargeable, for the same conduct, under Section 76-8-105.

Amended by Chapter 443, 2024 General Session

10-3-1306 Interest in business entity regulated by municipality -- Disclosure statement required.

- (1) An officer under this part, or a municipal employee, who is an officer, director, agent, or employee or the owner of a substantial interest in a business entity that is subject to the regulation of the municipality in which the officer or municipal employee is elected, appointed, or employed, shall disclose the position held and the nature and value of the officer's or employee's interest:
- (a) upon first becoming appointed, elected, or employed by the municipality; and
 - (b) when the officer's or municipal employee's position in the business entity changes significantly or when the value of the officer's or municipal employee's interest in the entity significantly increases above the officer's or municipal employee's most recent disclosure.
- (2) An officer or municipal employee shall make the disclosure described in Subsection (1) in a sworn statement filed with:
- (a) the mayor; and
 - (b) for an officer who is an elected officer, the city recorder or town clerk.
- (3) The mayor shall:
- (a) report the substance of the sworn statement described in Subsection (2) to the members of the governing body; or
 - (b) provide a copy of the sworn statement to the members of the governing body no later than 30 days after the date on which the mayor receives the statement.
- (4) The municipal recorder or town clerk who receives the sworn statement described in Subsection (2) shall:
- (a) post a copy of the sworn statement on the municipality's website; and
 - (b) ensure that the sworn statement remains posted on the municipality's website until the elected officer leaves office.
- (5)
- (a) This section does not apply to an instance where the value of the interest does not exceed \$5,000.
 - (b) A life insurance policy or an annuity may not be considered in determining the value of the interest.

Amended by Chapter 443, 2024 General Session

10-3-1307 Interest in business entity doing business with municipality -- Disclosure.

- (1) An officer under this part, or municipal employee, who is an officer, director, agent, employee, or owner of a substantial interest in a business entity that does or anticipates doing business with the municipality in which the officer or municipal employee is appointed, elected, or employed, shall:
- (a) publicly disclose the conflict of interest to the members of the body of which the officer is a member or by which the municipal employee is employed, immediately before any discussion by the municipal body concerning matters relating to the business entity, the nature of the officer's or municipal employee's interest in the business entity; and

- (b) for an officer who is an elected officer, file a sworn statement describing the conflict of interest with the city recorder or town clerk.
- (2) The public disclosure described in Subsection (1)(a) shall be entered in the minutes of the meeting.
- (3) A city recorder or town clerk who receives the sworn statement described in Subsection (1)(b) shall:
 - (a) post a copy of the sworn statement on the municipality's website; and
 - (b) ensure that the sworn statement remains posted on the municipality's website until the elected officer leaves office.
- (4) Disclosure by a municipal employee under this section is satisfied if the municipal employee makes the disclosure in the manner described in Section 10-3-1305 or Section 10-3-1306.

Amended by Chapter 443, 2024 General Session

10-3-1308 Investment creating conflict of interest with duties -- Disclosure.

An officer or municipal employee who has a personal interest or investment that creates a conflict between the officer's or municipal employee's personal interests and the officer's or municipal employee's public duties shall disclose the conflict in the manner described in Section 10-3-1306.

Amended by Chapter 443, 2024 General Session

10-3-1309 Inducing officer or employee to violate part prohibited.

It is a class A misdemeanor for any person to induce or seek to induce an officer or a municipal employee to violate any of the provisions of this part.

Amended by Chapter 443, 2024 General Session

10-3-1310 Penalties for violation -- Dismissal from employment or removal from office.

In addition to any penalty contained in any other provision of law, any person who knowingly and intentionally violates this part, with the exception of Sections 10-3-1306, 10-3-1307, 10-3-1308, and 10-3-1309, shall be dismissed from employment or removed from office and is guilty of:

- (1) a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000;
- (2) a felony of the third degree if:
 - (a) the total value of the compensation, conflict of interest, or assistance is more than \$250 but not more than \$1,000; or
 - (b) the elected or appointed officer or municipal employee has been twice before convicted of violation of this chapter and the value of the conflict of interest, compensation, or assistance was \$250 or less;
- (3) a class A misdemeanor if the value of the compensation or assistance was more than \$100 but does not exceed \$250; or
- (4) a class B misdemeanor if the value of the compensation or assistance was \$100 or less.

Amended by Chapter 147, 1989 General Session

10-3-1311 Municipal ethics commission -- Complaints charging violations.

- (1) A municipality may establish by ordinance an ethics commission to review a complaint against an officer or a municipal employee subject to this part for a violation of a provision of this part.
- (2)
 - (a) A person filing a complaint for a violation of this part shall file the complaint:
 - (i) with the municipal ethics commission, if a municipality has established a municipal ethics commission in accordance with Subsection (1); or
 - (ii) with the Political Subdivisions Ethics Review Commission in accordance with Title 63A, Chapter 15, Political Subdivisions Ethics Review Commission, if the municipality has not established a municipal ethics commission.
 - (b) A municipality that receives a complaint described in Subsection (2)(a) may:
 - (i) accept the complaint if the municipality has established a municipal ethics commission in accordance with Subsection (1); or
 - (ii) forward the complaint to the Political Subdivisions Ethics Review Commission established in Section 63A-15-201:
 - (A) regardless of whether the municipality has established a municipal ethics commission; or
 - (B) if the municipality has not established a municipal ethics commission.
- (3) If the alleged ethics complaint is against a person who is a member of the municipal ethics commission, the complaint shall be filed with or forwarded to the Political Subdivisions Ethics Review Commission.

Amended by Chapter 443, 2024 General Session

10-3-1312 Violation of disclosure requirements -- Penalties -- Rescission of prohibited transaction.

- If a transaction is entered into in connection with a violation of Section 10-3-1305, 10-3-1306, 10-3-1307, or 10-3-1308, the municipality:
- (1) shall dismiss or remove the officer or municipal employee who knowingly and intentionally violates this part from employment or office; and
 - (2) may rescind or void a contract or subcontract entered into pursuant to that transaction without returning any part of the consideration received by the municipality.

Amended by Chapter 443, 2024 General Session

10-3-1313 Annual conflict of interest disclosure -- City recorder or town clerk -- Posting of written disclosure statement -- Penalties.

- (1) In addition to any other disclosure obligation described in this part, an elected officer shall, no sooner than January 1 and no later than January 31 of each year during which the elected officer holds the office of mayor, commissioner, or council member:
 - (a) prepare a written conflict of interest disclosure statement that contains a response to each item of information described in Subsection 20A-11-1604(6); and
 - (b) submit the written disclosure statement to the city recorder or town clerk.
- (2)
 - (a) No later than 10 business days after the day on which the elected officer submits the written disclosure statement described in Subsection (1) to the city recorder or town clerk, the city recorder or town clerk shall:
 - (i) post an electronic copy of the written disclosure statement on the municipality's website; and
 - (ii) provide the lieutenant governor with a link to the electronic posting described in Subsection (2)(a)(i).

- (b) The city recorder or town clerk shall ensure that the elected officer's written disclosure statement remains posted on the municipality's website until the elected officer leaves office.
- (3) A city recorder or town clerk shall take the action described in Subsection (4) if:
 - (a) an elected officer fails to timely submit the written disclosure statement described in Subsection (1); or
 - (b) a submitted written disclosure statement does not comply with the requirements of Subsection 20A-11-1604(6).
- (4) If a circumstance described in Subsection (3) occurs, the city recorder or town clerk shall,
 - within five days after the day on which the city recorder or town clerk determines that a violation occurred, notify the elected officer of the violation and direct the elected officer to submit an amended written disclosure statement correcting the problem.
- (5)
 - (a) It is unlawful for an elected officer to fail to submit or amend a written disclosure statement within seven days after the day on which the elected officer receives the notice described in Subsection (4).
 - (b) An elected officer who violates Subsection (5)(a) is guilty of a class B misdemeanor.
 - (c) The city recorder or town clerk shall report a violation of Subsection (5)(a) to the attorney general.
 - (d) In addition to the criminal penalty described in Subsection (5)(b), the city recorder or town clerk shall impose a civil fine of \$100 against an elected officer who violates Subsection (5) (a).
- (6) The city recorder or town clerk shall deposit a fine collected under this section into the municipality's general fund as a dedicated credit to pay for the costs of administering this section.

Enacted by Chapter 443, 2024 General Session

File Attachments for Item:

2. Discussion and Review of the Silver Meadows Annexation Master Development Agreement (AMDA)

Staff Report – Silver Meadows AMDA Work Session

To: Rachel Cooper, Chair
Hideout Planning Commission

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

Re: Overview, continued, of the Silver Meadows MDA

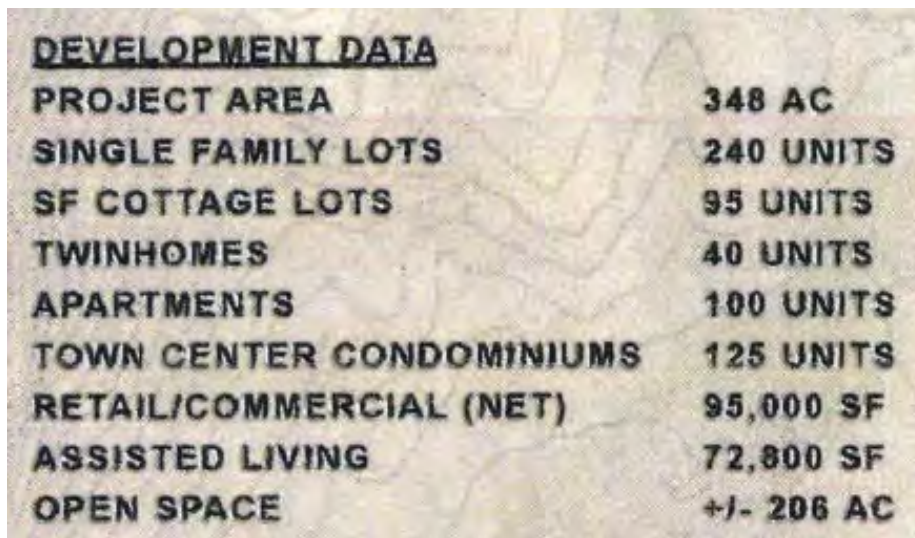
Date: April 16, 2026 Planning Commission Meeting

Background

At the last meeting, the Planning Commission reviewed the Silver Meadows annexation that was approved by the Town Council via an Annexation Master Development Agreement (AMDA) that was executed on October 16, 2020. The following information was reviewed at a general level:

Land Use

The following land uses were approved for the +/- 350-acre site:



DEVELOPMENT DATA	
PROJECT AREA	348 AC
SINGLE FAMILY LOTS	240 UNITS
SF COTTAGE LOTS	95 UNITS
TWINHOMES	40 UNITS
APARTMENTS	100 UNITS
TOWN CENTER CONDOMINIUMS	125 UNITS
RETAIL/COMMERCIAL (NET)	95,000 SF
ASSISTED LIVING	72,800 SF
OPEN SPACE	+/- 206 AC

Housing

A minimum of 20% of the total residential units shall be affordable housing with an average AMI (Area Median Income) that is equal to or less than 80% of the area AMI.

The table below illustrates the proposed housing type and commitment to affordability in the Silver Springs development:

Type	Units	Market	Affordable	AMI
Single Family	240	240	0	
Cottage	95	55	40	100%-120%
Twin				
Townhome/Cottage	40	40	0	
	125	95	30	80%
Town Center Condos				
Town Center Apartments	100	50	50	50%-80%
	600	480	120	

Commercial Development

+/- 95,000 SF of retail/commercial development is approved/required as part of the AMDA.

The AMDA has a very detailed build-out schedule that ensures the proposed commercial development is built simultaneous to, and in proportion with, the residential development.

Senior/Community Center

The Senior/Community Center will be constructed by the Master Developer.

Assisted Living Facility

The Assisted Living Facility is an option that is provided to the Master Developer to build in the location identified in the Concept Site Plan.

Concept Site Plan

The Concept Site Plan is attached and provides a spatial overview of the full 350 acres.

Work Session Discussion for the Planning Commission

The Annexation Master Development Agreement (AMDA) that was recorded on October 29, 2020 is attached for the Planning Commissioners review. Staff will walk the Commissioners through the AMDA during the meeting and will be available to answer any questions.

EXECUTION FINAL

10/16/20

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR THE SILVER MEADOWS MASTER PLANNED COMMUNITY**

October 16, 2020

DR

TABLE OF CONTENTS

To be created later if approved



WHEN RECORDED, RETURN TO:

Bruce R. Baird
Bruce R. Baird PLLC
2150 South 1300 East # 500
Salt Lake City, UT 84106

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR THE SILVER MEADOWS MASTER PLANNED COMMUNITY**

THIS ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SILVER SPRINGS MASTER PLANNED COMMUNITY is made and entered as of the ___ day of October, 2020, by and between the Town of Hideout, a political subdivision of the State of Utah, NB 248, L.L.C. a Delaware limited liability company and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, , a Netherlands association.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owners own the Property.
- C. Master Developer or a related party is under a Purchase Contract with Owners to purchase the Property and intends to develop the Property into a mixed use project to be known as Silver Meadows
- D. The Town has annexed the Property into the Town and the Town, Owners and Master Developer have made such annexation conditioned upon entry into this AMDA.
- E. Master Developer, Owners and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this AMDA.

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

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

H. The parties acknowledge that Development of the Property pursuant to this AMDA will result in planning and economic benefits to the Town and its residents by, among other things requiring orderly Development of the Property, providing public amenities and gathering places, and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

I. Development of the Property pursuant to this AMDA will also result in benefits to Master Developer and Owners by providing assurances to Master Developer and Owners that Master Developer will have the ability to develop the Property in accordance with this AMDA.

J. Master Developer, Owners and the Town have cooperated in the preparation of this AMDA and have held numerous and thorough public meetings about the AMDA and about the annexation in general.

K. The Parties desire to enter into this AMDA to specify the rights and responsibilities of the Master Developer and Owners to develop the Property as expressed in this AMDA and the rights and responsibilities of the Town to allow and regulate such Development pursuant to the requirements of this AMDA.

L. The parties understand and intend that this AMDA is a "development agreement" as contemplated by Utah Code Ann. §10-9a-102 (2020) and Section 11.06.050

of the Town's Vested Laws.

M. The Parties have complied with all provisions of the Act to make this AMDA effective.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

1.2. **Definitions.** As used in this AMDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101, *et seq.* (2020).

1.2.2. **Administrator** means the person authorized by the Town to administer this AMDA for the Town.

1.2.3. **Affordable Housing** means housing provided at equal to or less than 80% of the Summit County Area Median Income (AMI).

1.2.4. **AMDA** means this Annexation and Master Development Agreement including all of its Exhibits.

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

1.2.6. **Assisted Living Facility** means a commercial facility on approximately

two and one half (2.5) acres of approximately seventy two thousand square feet (72,000 sf) which provides personal care services, assistance with daily living activities, housekeeping services, meal services, and social programs to a resident population of two or more adults for a period of time longer than 24 hours, whether licensed by the State of Utah or not, as more fully discussed in Section 3.13.

1.2.7. **Buildout** means the completion of all of the Development on the entire Project in accordance with approved plans.

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

1.2.9. **Chain Store** means a type of retail sales activity or retail sales establishment which, along with eleven or more other retail sales establishments located in the world, maintains two or more of the following features: a standardized array of merchandise, a standardized facade, a standardized decor and color scheme, a uniform apparel, standardized signage, a trademark or a service mark.

1.2.10. **Claim** means all losses or claims for bodily injury or property damage under Environmental Laws arising from a failure by Master Developer to: comply with Environmental Laws; comply with its obligations under this Agreement (including its obligation to properly manage and handle the Impacted Soils, if any, encountered during site disturbance on the Property in material compliance with Environmental Laws) or its building permit or arising from an Environmental Condition on the Property.

- 1.2.11. **Code** means the Land Use Code of the Town.
- 1.2.12. **Commercial Projects** means the non-residential Developments allowed in various Development Areas pursuant to the Zoning of those Development Areas.
- 1.2.13. **Commercial Projects Estimated Size** means the Development of approximately ninety-five thousand square feet (95,000 sf) of Commercial Projects (measured as net leasable space under a standard Utah “triple net” lease) within those Development Areas as designated on the Concept Plan and the Zoning Map.
- 1.2.14. **Concept Plan** means that plan for the Development of the Project attached as Exhibit “B”.
- 1.2.15. **Council** means the Town Council of the Town.
- 1.2.16. **Default** means a material breach of this AMDA as specified herein.
- 1.2.17. **Denial** means a formal denial issued by the final decision-making Land Use Authority of the Town for a particular type of Development Application but does not include review comments or “redlines” provided by Town staff.
- 1.2.18. **Design Guidelines** means those guidelines for the look, feel and specifications for the development of the Project to be developed as specified in Section 8.1.
- 1.2.19. **Development** means development, including construction of infrastructure, Residential Dwelling Units, Commercial Projects or other improvements on a portion of the Property pursuant to an approved Development Application.

- 1.2.20. **Development Application** means an application to the Town for Development of a portion of the Property or any other permit, certificate or other authorization from the Town required for Development of the Project.
- 1.2.21. **Development Areas** means those areas specified for different types of Development on the Concept Plan and the Zoning Map.
- 1.2.22. **Environmental Condition** means any adverse environmental condition that arises out of any Development of the Property.
- 1.2.23. **Environmental Laws** means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.
- 1.2.24. **HOA** means a homeowner's association or associations to be created for portions or all the Project.
- 1.2.25. **Impacted Soils** means any soils that are impacted by mine tailings from the Operable Unit 1 of the Richardson Flat Tailings Superfund Site.
- 1.2.26. **Indemnified Town Parties** means the Town, its Council Members, Mayor, employees, agents, officers, successors, and assigns.
- 1.2.27. **Land Use Authority** means the body or person designated by the Town pursuant to the Act and the Zoning Ordinance to make decisions about any

Development Application.

- 1.2.28. **Master Developer** means NB 248, L.L.C., a Delaware limited liability Company, and its assignees or transferees as permitted by this AMDA.
- 1.2.29. **Maximum Residential Units** means the Development on the Property of up to, but not exceeding, six hundred (600) Residential Dwelling Units.
- 1.2.30. **Notice** means any notice to or from any party to this AMDA that is either required or permitted to be given to another party.
- 1.2.31. **Owners** means, collectively, Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.
- 1.2.32. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the Town pursuant to the provisions of Utah Code Ann. §10-9a-103(65)(c)(v)(7) (2020).
- 1.2.33. **Parks, Trails and Open Space** means those areas within Silver Meadows intended to be developed into public parks, trails and open space as conceptually illustrated in the Concept Plan.
- 1.2.34. **Parties** means the Town, Owners and Master Developer collectively and, depending upon the context and **Party** means any of the Parties in that entity's individual capacity.
- 1.2.35. **Phase** means the tranches of building the Residential Dwelling Units, Commercial Projects (in relation to each other as specified in Section 3.3)

and the Parks, Trails and Open Space as specified in the Phasing Plan.

- 1.2.36. **Phasing Plan** means the plan for developing the Project in Phases in a logical manner as specified in Section 3.5, below.
- 1.2.37. **Project** means the total Development to be constructed on the Property pursuant to this AMDA with the associated public and private facilities, and all of the other aspects approved as part of this AMDA.
- 1.2.38. **Property** means that approximately three hundred forty-eight (348) acres of real property owned by Owners and intended to be developed by Master Developer into Silver Meadows as more fully described in Exhibit "A".
- 1.2.39. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application.
- 1.2.40. **Purchase Contract** means the Contract between Owners and a party related to Master Developer for the acquisition of the Property.
- 1.2.41. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence on a single-family lot, condominiums, apartments or a twin townhome configuration.
- 1.2.42. **Senior/Community Center** means a building within the "Town Center" of the Project o approximately seventeen thousand square feet (17,000 sf) designed to host gatherings of the Town (including serving as a "Town Hall"), local non-profits, senior citizens and others for their social, physical, emotional, and intellectual needs.
- 1.2.43. **Town** means the Town of Hideout, a political subdivision of the State of

Utah.

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

1.2.45. **Town's Vested Laws** means the ordinances, policies, standards and procedures of the Town in effect as of the date of this AMDA, a copy of which is attached in a data disk as Exhibit "C".

1.2.46. **Workforce Housing** means housing provided at equal to or less than 120% of the Summit County AMI.

1.2.47. **Zoning Map** means the map showing the zoning of Development Areas adopted by the Town contemporaneously with the adoption of this AMDA and attached as Exhibit "D" hereto.

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

2. **Conditions.**

2.1. **Public Services.** The Town shall not be required to approve any Development Application until the Town determines in its sole discretion that adequate public services including, but not limited to, fire protection, emergency medical services, sanitary sewer service, gigabit capable internet service, natural gas,



electricity, culinary water, police or other public safety protection and storm water required to support the Development proposed by the Development Application are either then currently available or will become available pursuant to the Development Application on a timely basis as necessary to support the Development.

2.2. Indemnification. Master Developer shall:

2.2.1. Annexation. Indemnify, defend and hold the Indemnified Town Parties harmless from all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against any of the Indemnified Town Parties in connection with any challenge to the annexation of the Property;

2.2.2. AMDA. Indemnify, defend and hold harmless the Indemnified Town Parties against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against, or levied against the Indemnified Town Parties which are related to, or arise from the entry into this AMDA.

2.2.3. Development. Indemnify, defend and hold harmless the Town Parties against all claims, costs, damages, attorney's fees, planning fees, expenses, liabilities or other losses incurred by, or asserted against or levied against, the Indemnified Town Parties which are related to, or arise from the Development of the Project.

2.2.4. Third-Party Impact Fee Claims. Indemnify, defend and hold harmless the Indemnified Town Parties against all claims, costs, damages, attorney's

fees, expenses, liabilities or other losses incurred by, or asserted against or levied against, the Indemnified Town Parties which are related to, or arise from claims by any third-party that the Project is subject to impact fees currently imposed by the Town.

2.2.5. **Dedicated Land.** For a period of 10 years after any land is dedicated to the town, Master Developer shall indemnify, hold harmless and defend the Indemnified Town Parties from and against all losses, costs, damages, attorney's fees, or claims for bodily injury or property damage under Environmental Laws related to Any contaminants, pollutants or hazardous substances discovered at the dedicated land.

2.2.6. **Environmental Conditions.**

2.2.6.1. Master Developer discloses the following related to the Environmental Condition of the Property. The Property is located near Operable Unit 1 (OU1) of the Richardson Flat Tailings Superfund Site (RF site). The U.S. EPA oversees the RF Site with help from Utah DEQ. The Property is open undeveloped land on a hillside elevated above the RF site. Surface and ground water drains away from the Property toward the RF site and Silver Creek to the north and northwest. OU1 currently has impoundments that hold tailings and are covered to prevent windblown tailings from leaving the site. It is intended by the EPA that the impoundments will be permanently capped and will have long-term operation and maintenance. The area of the Property to be developed presently is located about 1,000 feet

from the surface bottom edge of the nearest RF site impoundment.

Master Developer's investigations of the Property conducted by CMT Engineering Laboratories (Exhibit "E") confirm that no tailings or other fill are on the Property, and no mining was done on the Property.

Master Developer represents and warrants that it is not aware of any other environmental conditions potentially impacting the Property and that it is not aware of any Recognized Environmental Conditions on the Property.

2.2.6.2. Master Developer shall, at its cost and expense have an environmental professional onsite during site disturbance on the Property. In the unlikely event that Impacted Soils are encountered during site disturbance on the Property, the Impacted Soils will be properly managed and handled in accordance with a Soils Management Plan approved by the Town, with oversight by the environmental professional and in compliance with Environmental Laws. For a period of ten (10) years from and after the execution of this Agreement Master Developer shall indemnify, hold harmless, and defend the Indemnified Town Parties from and against all Claims. If ground disturbance has not commenced within five (5) years then the ten (10) year window will reset to begin at the time of ground disturbance.

2.2.6.3. The Town shall investigate the Property using an environmental consultant selected by the Town with the agreement of the Master Developer who will conduct a thorough environmental baseline

including soil, water, and air samples, as well as an investigation confirming that no tailings or other fill or contaminants are on the Property, no mining was done on the Property and that the Property was not at risk for future contamination. The consultant and the assessment must confirm that all applicable Environmental Laws have been satisfied. Master Developer shall be responsible for the cost of this investigation. No soil disturbance or other on-site Development shall take place prior to the completion of the environmental study and the approval by the Town of a plan for mitigating any environmental contamination that is found as a part of the study.

2.2.6.4. The environmental consultant shall recommend any needed ongoing monitoring regime, including installation of continuous monitoring if needed, to ensure that future environmental issues are identified should they arise over time.

2.2.6.5. Master Developer will be responsible to remediate any contaminated soil or other issues of environmental concern found within the annexation boundaries and indemnify and hold harmless the Town of Hideout related to such issues. Master Developer shall also fund the installation of any recommended continuous monitoring equipment.

2.2.6.5.1. All Development Applications shall ensure that no stormwater run-off from the Project flows into the OU1 area or flows out from OU1 onto the Property.

2.2.7. Limitation. Master Developer’s obligation under this section does not cover any Claim arising from any negligent act or omission or any intentional misconduct of any of the Indemnified Parties.

3. Development of the Project.

3.1. **Compliance with the Concept Plan and this AMDA.** Development of the Project shall be in accordance with the Town’s Vested Laws, the Town’s Future Laws (to the extent that these are applicable as otherwise specified in this AMDA), the Concept Plan and this AMDA. In addition, Development of the Project shall be in accordance with the Design Standards and the Phasing Plan when those are approved.

3.2. **Maximum Residential Units.** At Buildout of the Project, Master Developer and Owners shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this AMDA so long as the applicable Parks, Trails and Open Space requirements and other provisions of the Town’s Vested Laws are satisfied as more fully described in Section 3.6 below. The types and general locations of the Residential Units shall be as specified in Concept Plan.

3.2.1. Table of Types of Uses and Affordability. The table below specifies the types of units and the level of “affordability” of certain types of those units.

Type	Units	Market	Affordable	AMI
Single Family	240	240	0	
Cottage	95	55	40	100%- 120%
Twin Townhome/Cottage	40 125	40 95	0 30	80%

Town Center
Condos

Town Center
Apartments

100	50	50	50%-80%
600	480	120	

3.3.Affordable /Workforce Housing. A minimum of 20% of the total Residential Dwelling Units shall be affordable housing. The overall affordable housing AMI offered must average to equal to or less than 80% AMI. These affordable housing units must be built pursuant to the same schedule as the market rate Residential Dwelling Units meaning that twenty percent (20%) of building permits for Residential Dwelling Units in each Phase must be for either affordable or workforce housing units (deed restricted from <50% - 120% of AMI as specified in the table in Section 3.2).

3.4.Correlation Between Timing of Residential Units and Commercial Projects.

Master Developer may construct up to ten percent (10%) of the Maximum Residential Units without any requirement to construct any Commercial Projects. Before Master Developer may construct the second ten percent (10%) of the Maximum Residential Units Master Developer shall have obtained from the Town and paid for building permits for at least ten percent (10%) of the Commercial Projects Estimated Size. Master Developer may then construct up to an additional ten percent (10%) of the Maximum Residential Units (i.e., twenty percent (20%) of the total) without any requirement to construct any further Commercial Projects. Before Master Developer may construct the next twenty percent (20%) of the Maximum Residential Units (i.e., forty percent

(40%) of the total) Master Developer shall have obtained from the Town and paid for building permits for at least another ten percent (10%) of the Commercial Projects Estimated Size (i.e., twenty percent (20%) of the total). Master Developer shall thereafter prosecute the construction and sale or leasing of the Commercial Projects with reasonable commercial diligence. The same rules shall apply for each remaining twenty percent (20%) of the Maximum Residential Units. Before each successive twenty percent (20%) tranche of the Maximum Residential Units may be permitted by the Town building permits for another twenty percent (20%) of the Commercial Projects Estimated Size shall have been obtained and Master Developer shall have been prosecuting the construction and sale or leasing of the Commercial Projects with reasonable commercial diligence.

3.5. Phasing Plan. At the time of the first Development Application for either Residential Dwelling Units or a Commercial Project the Master Developer shall submit to the Town a proposed Phasing Plan. The Town Council and Master Developer shall work in good faith to adopt the Phasing Plan by a Resolution of the Town Council. Any dispute regarding the Phasing Plan shall be subject to the mediation provisions of sub-section 6.4.

3.5.1. *Residential in the "Town Center"*. To the extent commercially reasonable, the Phasing Plan shall endeavor to prioritize the construction of the Residential Dwelling Units in the "Town Center".

3.6. **No Warranty About Using Units.** The Town does not warrant to the Master Developer or Owners, or know, if it is possible to build the Maximum

Residential Units. Master Developer and Owners assume all risk associated with the constraints that might limit density including, but not limited to: offsite and onsite storm drain and storm drain detention; ability of Master Developer and Owners to secure water and sewer capacity, electrical power, natural gas, internet service, fire protection, police protection; the potential presence of contaminated soils, the Town's Vested Laws and applicable provisions of the Town's Future Laws; compliance with Design Review Guidelines; sensitive lands; and the effect of sloping roads and terrain

3.7. Project Subject to CC&Rs. Master Developer shall prepare one or more CC&Rs for the Project or parts thereof consistent with the requirements of this AMDA and the Town's Vested Laws. All duties and obligations of the HOA(s), as set forth in this AMDA, must be incorporated into the CC&Rs and the CC&Rs must provide for enforcement of the same by the Town. Before the CC&Rs are recorded, the Town shall have the right to review and approve the provisions of the CC&Rs which pertain to this AMDA or the Town's Vested Laws.

3.8. Limits on Commercial Projects. No single building in a Commercial Project shall exceed 25,000 square feet in size and no single leasable space may exceed 10,000 with the exception for a grocery store that may not exceed thirty thousand square feet (30,000 sf) unless approved by the Administrator pursuant to Section 11. Chain Stores shall not constitute more than 25% of the Commercial Projects Estimated Size excluding the square footage of the grocery store.

3.9. Parcel Sales. The Town acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding

the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval to partition land as is provided in Utah Code Ann., Section 10-9a-103(65)(c)(v) (2020) 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.

- 3.10. **Dark Sky.** All Development Applications shall provide for "dark sky" lighting.
- 3.11. **Parking.** The Town may impose lesser amounts of parking than provided in the Zoning Ordinance as a condition of approval of a Development Application.
- 3.12. **Senior/Community Center.** Master Developer shall construct as a part of the Town Center the Senior/Community Center. The square footage of the Senior/Community Center shall not count for or against the Commercial Projects Estimated Size nor for or against the residential/commercial timing relationship specified in Section 3.4.
- 3.13. **Assisted Living Facility.** Master Developer may develop the Assisted Living Facility in the location shown on the Concept Plan. Any units for care of persons in the Assisted Living Facility shall not count for or against the Maximum Residential Dwelling Units nor for or against the residential/commercial timing relationship specified in Section 3.4.
- 3.14. **Utilities.** The Master Developer shall be responsible, at Master Developer's sole cost and expense, to obtain and/or install all connections and other utility infrastructure necessary for the construction of the Development within the

Project. The Master Developer will not be entitled to reimbursement from the Town, including by way of impact fees, or from any other developer or builder for the cost of such infrastructure.

4. **Zoning and Vested Rights.**

4.1. **Zoning.** As a part of the annexation, the Town has zoned the Property as specified in the Zoning Map.

4.2. **Vested Rights Granted by Approval of this AMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, Owners and the Master Developer intend that this AMDA grant Master Developer and Owners all rights to develop the Project consistent with this AMDA, the Town's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Master Developer and Owners under this AMDA are contractual and also those rights that exist under statute, common law and at equity including, but not limited to, zoning rights given the nature of and process for the adoption of this AMDA. The parties specifically intend that this AMDA grant to Master Developer and Owners "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2020).

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

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

- 4.3.2. State and Federal Compliance. Town's Future Laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.3.3. Codes. Town's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 4.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated;
- 4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.3.6. Design Standards. The adoption of Master Design Standards as specified in Section 8.1;
- 4.3.7. Other Planning and Zoning Modifications. Changes by the Town to its

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

- 4.3.8. Dark Sky. Master Developer acknowledges that the Town intends to adopt a “dark sky” ordinance and that the Project will be subject to those requirements.
- 4.3.9. Weed Control. Master Developer acknowledges that the Town intends to adopt an ordinance regulating control of weeds in the entire Town and that the Project will be subject to those requirements.
- 4.3.10. Soils Ordinance. Master Developer acknowledges that the Town intends to adopt for the entire Town an ordinance regarding the evaluation of soils related to construction which may include geotechnical and environmental conditions and that the Project will be subject to those requirements.
- 4.3.11. Parks, Open Space and Trails. Master Developer acknowledges that the Town intends to adopt a Parks, Open Space and Trails regulation and that the Project will be subject to those regulations.
- 4.3.12. Compelling, Countervailing Interest. Laws, rules or regulations that the Town’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2020); or
- 4.3.13. Impact Fees. Any impact fees which are lawfully adopted pursuant to the

laws of the State of Utah. In connection with the issuance of building permits for improvements within the Project, applicable impact fees shall be paid to the Town in accordance with the Town's impact fee schedule in effect at the time.

5. **Term of Agreement.** The term of this AMDA shall be until December 31, 2035. If Master Developer and/or Owners have not been declared in Default as of December 31, 2035, or, if declared in Default as of that date and if such Default is being cured as provided herein, this AMDA shall be automatically extended until December 31, 2040. This AMDA shall also terminate automatically at Buildout.

5.1. **Survival.** Notwithstanding any expiration of the term of this AMDA, all obligations of Master Developer to indemnify, defend and hold the Town harmless for the Environmental Conditions shall survive termination or expiration. In addition, all obligations of the Master Developer to indemnify, defend and hold the Indemnified Town Parties harmless in this AMDA shall survive termination or expiration. Also, the HOA(s)'s obligations for maintenance of streets, Parks, Trails Open Space, or Public Infrastructure, as provided herein or as further agreed to by the Parties, shall continue in perpetuity. Upon expiration of the term of this AMDA, any remaining portions of the Property shall be developed, if at all, pursuant to the Town's Future Laws.

6. **Processing of Development Applications.**

6.1. **Submitting Development Applications.** Master Developer and any other Applicant shall submit Development Applications for improvements within the Project in the manner required under this AMDA and the Town's Vested Laws

(or, if applicable, the Town's Future Laws).

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

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

6.4. Mediation of Development Application Denials.

6.4.1. Issues Subject to Mediation. Issues resulting from the Town's Denial of a Development Application that are not subject to arbitration provided in Section 6.7 shall be mediated.

6.4.2. Mediation Process. If the Town and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances,



review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the parties shall request that the mediator notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.5. Arbitration of Development Application Objections.

- 6.5.1. Issues Subject to Arbitration. Issues regarding the Town's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.
- 6.5.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.6.2.
- 6.5.3. Arbitration Process. If the Town and Applicant are unable to resolve an arbitrable issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question or another experienced arbitrator with relevant expertise or experience. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own proposed expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days from appointment, or such other time as is reasonable under the circumstances, review the positions of the parties regarding the arbitration issue and render

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

6.6. Application Under Town's Future Laws. Without waiving any rights granted by this AMDA, Master Developer may at any time, choose to submit (or may authorize an Applicant to submit) a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Master Developer and Owners are not in Default under this AMDA. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from making subsequent Development Applications under the Town's Vested Laws.

7. Construction and Public Infrastructure.

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



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

7.2.1. Reclamation Bonds. For any Development Application that requires clearing or grubbing of land shall be accompanied by a bond (or other security reasonably acceptable to the Town) in the standard Utah form for "reclamation bonds" for the reclamation of the disturbed area. A reclamation bond shall contain standard Utah provisions for the release and transfer between Developments.

7.3. Parks, Trails and OpenSpace. Master Developer shall construct the Parks, Trails and OpenSpace in locations shown on the Concept Plan in connection with the plans and specifications in the Town's Vested Laws.

7.3.1. Open to the Public. The Parks, Trails and Open Space will be open to, and for the use of, the public.

7.3.2. Timing of Construction. The Parks, Trails and Open Space shall,

generally, be improved along with the construction of the Development Applications to which they are adjacent. Parks and Trails shall be constructed in all Phases as will be shown on the Phasing Plan. The Trails shown in red on the Concept Plan shall be constructed along with the first ten percent (10%) of the Residential Dwelling Units. No building permits shall be issued for the final twenty (20%) of the Maximum Residential Units until the required Parks, Trails and Open Space have been completed.

7.3.3. HOA(s) Responsibility for Costs. The HOA(s) shall bear all costs and expenses associated with maintaining and operating the Parks, Trails and Open Space consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. The HOA(s) will also maintain insurance for the Parks, Trails and Open Space in the manner applicable under Utah law to HOA(s) common areas and the Town shall be named as an additional insured on all such policies of insurance. The CC&Rs will provide that in the event of the HOA(s) default on the obligation to maintain the Parks, Trails and Open Space then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the respective defaulting HOA(s) or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA(s).

7.3.3.1. Affordable and other non-market rate HOA(s) Fees. No deed-restricted affordable or other non-market rate rental Residential Dwelling Units shall be assessed HOA(s) fees. For-sale Residential

Dwelling Units units, such as cottages, twin townhomes, or condominiums shall not exceed the following monthly HOA fees:

7.3.3.1.1. Units deed-restricted up to 80% of AMI shall have a maximum monthly HOA fee of \$150.00.

7.3.3.1.2. Units deed-restricted up to 100% of AMI shall have a maximum monthly HOA fee of \$250.00

7.3.3.1.3. Units deed-restricted up to 120% of AMI shall have a maximum monthly HOA fee of \$350.00

7.3.3.2. These fees may not increase more than three percent (3%) per year and only if the sixty six percent (66%) of the full membership of the relevant HOA votes for the increase.

7.3.3.3. Assessments against Affordable Housing shall be no more than one-third (1/3) of the amount of that as against the market rate units in the same HOA shall nor render the unit no longer qualifying for affordability.

7.3.4. Chair Lift Feasibility Study. The Concept Plan illustrates a potential “chair lift” or other conveyance from the town center area of the Project to or from the top of what is referred to as “Richardson Flats Peak”. The option to connect down the southern side of the peak (if easements are procured) to tie into the Town’s trail system could provide an alternative mode for residents to access the Town Center. Master Developer shall promptly work with the Town on a financial feasibility study for the “chair lift” and, if the “chair lift” is determined to be financially feasible then

Master Developer shall construct it within the time provided in the feasibility study.

7.3.4.1. *Alternatives to Chair Lift.* If the Parties ultimately jointly determine that the “chair lift” is either not feasible or that there is a better public use of the anticipate costs of the “chair lift” then Master Developer shall provide the Town with six hundred fifty thousand dollars (\$650,000.00) to be used for the jointly selected alternative. If the Parties cannot agree on the chair lift feasibility study for the construction of the chair lift then the Parties shall resolve the dispute pursuant to the dispute resolution provisions Sections 6.3, 6.4 and 6.5.

7.4. Construction and Maintenance of Public Streets in the Project. Master Developer shall construct the public streets in the Project to the standards specified in the Town’s Vested Laws and shall dedicate the streets to the Town when and as such streets are substantially completed and accepted by the Town. Master Developer shall bear all costs and expenses associated with constructing the streets and maintaining the streets consistent with the maintenance standard applicable under Town’s Vested Laws, but in any event in a commercially reasonable manner. The Town shall maintain the streets in the Project subject to reimbursement from the Master Developer and/or the HOA(s). The Town will submit invoices for the cost of such maintenance to the Master Developer and/or the HOA(s) on a regular basis, but not more frequently than once each month, outlining the actual and reasonable costs of such maintenance and including such supporting documentation as the HOA(s) may reasonably request. The CC&Rs

for the HOA(s) will provide that in the event of the HOA(s)'s default on the obligation to fund the maintenance of the streets then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the HOA(s) or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA(s). Notwithstanding the foregoing, in the event of a dispute regarding the cost of maintenance of the streets, the dispute resolution provisions of Section 6.6 and 6.7 shall apply.

7.4.1. Traffic Study. Master Developer shall fund a Traffic Study with a consultant jointly selected by the Town and Master Developer. The traffic study shall model the traffic impact and expected flows for a number of scenarios including varying usage levels of construction of the project facilities, the impact from the addition of one or more connections to SR 248, safe access for pedestrian and non-motorized traffic, and potential wildlife fencing to minimize wildlife-traffic incidents. The traffic study shall be used by the Town and Master Developer to facilitate the funding of potentially recommended mitigation measures including from third-party sources.

7.4.2. 248 Connection. The Concept Plan illustrates a potential road connection running north from the "Town Center" area to Utah Highway 248. The Town and Master Developer will work cooperatively to acquire the right to construct that road. If and when such connection rights are acquired Master Developer shall promptly design, engineer and construct that road at Master Developer's sole cost and expense which shall be thereafter dedicated to the

public. Master Developer shall also work with the Town on other alternative accesses to the Project.

7.4.3. If the Fire Marshall approves any Development Application the Town may not deny the Development Application due to the lack of the 248 connector or some other alternative access or the traffic study.

7.5.Common Areas. In addition to the Parks, the Master Developer and HOA(s) shall be responsible for all other common areas shown on the Concept Plan or required by the Town under this AMDA or the Town's Vested Code or, if applicable, the Town's Future Code, in connection with a Development Application. The HOA(s) will bear the cost of maintaining such common areas in a commercially reasonable manner. The CC&Rs for the HOA will provide that in the event of the HOA's default on the obligation to maintain the common areas then, in addition to other remedies, the Town may perform such maintenance and collect the costs thereof from the HOA or, to the maximum extent allowed by law, collect a pro-rata share of such costs directly from the members of the HOA.

7.6.Private Streets. As a part of the approval of a Development Application the Town may approve a private street.

7.7.Land for Public Service Facilities and Town Hall. On or before August 1, 2021 Master Developer shall dedicate approximately 3 acres of land as determined by the Town within the Project to the Town for the Town's potential construction of a police and/or fire station and a potential Town Hall. The location of this site shall be mutually determined. The deed for this site shall contain a reversionary clause limiting the uses to those specified above. The time for this dedication



shall be extended *pari passu* if the effective date of this AMDA is extended as a result of any litigation or other statutory grounds. The Town Hall and the Community Center will be constructed to a design agreed upon by the Town, at the Developer's expense.

7.8. Master Developer Liability. The Master Developer will be jointly and severally liable with the HOA for all costs, expenses, and other obligations, including reimbursement and indemnification obligation, to be borne by the HOA as set forth herein.

7.9. No System Improvements. As material consideration for the Town's willingness to enter into this AMDA, and given the large size and impact of the proposed Project, the Parties stipulate as follows:

7.9.1. All offsite and onsite improvements required for the Project (regardless of whether they are public or private improvements) shall be deemed to be "project improvements" and not "system improvements", as those terms are defined under Utah law, including, without limitation, in Utah Code Ann. § 11-36a-102 of the Impact Fees Act (2020). This means that none of the offsite or onsite improvements for the Project will qualify for reimbursement from the Town in the form of impact fee credits or otherwise.

7.9.2. Master Developer, for itself and on behalf of all future owners or builders of property within the Project, irrevocably waives and releases all claims for reimbursement and impact fee credits relating to offsite and onsite improvements, even if the Town elects to accept public dedications of any such improvements.

7.9.3. Master Developer, for itself and on behalf of all future owners or builders of property within the Project, irrevocably waives and releases all claims and actions against the Town arising under or relating to the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101 et al.) (2020).

7.9.4. The Parties acknowledge that the Town would not be willing to enter into this AMDA but for the terms, releases, and protections provided to the Town under this Section 7.9. The Town is relying on the assurances and provisions of this Section 7.9 in electing to approve and sign this AMDA.

8. **Design Standards.**

8.1. **Creation of Design Standards.** The Parties acknowledge that an integrated, consistent, high-quality design for Silver Meadows is important to its success and to the image of the Town. The Parties further acknowledge that the level of detail required for the Design Standards including architectural elements, massing, setbacks, building materials, surface treatments, landscaping, signage and other such items are beyond what is contemplated in the Zoning Ordinance. The Parties intend to work cooperatively to create a mutually acceptable set of the Design Standards on or before March 1, 2021 including meetings with the Town's Planner, the Planning Commission, the Town Council and public input. The Design Standards, when adopted, shall automatically become a part of this AMDA.

8.2. **Compliance With Design Standards.** All Development constructed in the Project shall comply with the Design Standards. The Town shall have no obligation to issue a building permit or certificate of occupancy for any

Residential Dwelling Units, Commercial Projects or other improvements which do not comply with the Design Standards.

8.3. **HOA(s) Responsibilities.** Before any Development Application is submitted to the Town the HOA(s) shall certify to the Town that such plans comply with the Design Standards. The HOA's certification will be subject to confirmation by the Town.

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

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

8.6. **Design Review Committee.** The Town may establish a Design Review Committee made up of the Administrator or designee and two Town Council members.

9. **Default.**

9.1. **Periodic Review.** The Town may conduct a review of this AMDA at least



annually to evaluate compliance with this AMDA by Master Developer and Owners.

9.2. Contents of the Notice of Default. If any Party becomes aware of a Default in the performance the respective obligations hereunder that Party shall provide Notice to the other Party. The Notice of Default shall:

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

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

9.2.3. Optional Cure. The Party giving Notice of Default may, in its discretion, propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

9.3. Failure to Prosecute Completion of Building Permit. In addition to any other breach that may be material, the Town may consider the prolonged failure to prosecute the completion of a building permit as required under the Town's Vested Laws once work has begun to be a Default.

9.4. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 6.6. If the claimed Default is subject to Arbitration as provided in Section 6.7 then the parties shall follow such processes.

9.5. Remedies. If the parties are not able to resolve the Default by the dispute resolution provisions of Sections 6.3, 6.4 and 6.5, or if the Default is not subject



to Arbitration then the parties may have the following remedies, except as specifically limited in Section 9.8:

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

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

9.5.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for Development of the Project.

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

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

9.8. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended to a reasonable period and the defaulting party shall continuously pursue a cure with reasonable diligence.

9.9. Limitation on Remedies for Town's Default. Anything in this AMDA notwithstanding Master Developer and Owners shall not be entitled to any claim for any monetary damages as a result of any Default by the Town of this AMDA. Master Developer and Owners expressly waive any damages claims thereto. The sole remedy available to Master Developer and Owners shall be that of specific performance or injunctive relief. Notwithstanding the foregoing, in addition to any rights specifically set forth in this AMDA, in the event of a default by Master Developer or Owners, the Town may seek applicable remedies under law and equity including actual monetary damages incurred by the Town as a result of the Master Developer's or Owners' failure to perform hereunder, respectively. The Town shall have no recourse or remedy as against Master Developer for Owners' Default or as against Owners for Master Developer's Default.

9.10. Owners' Right of Succession. If Master Developer Default in its obligations under this AMDA and its rights hereunder are terminated with no right of appeal, the Town shall give Notice to Owners of said termination. Within thirty (30) days of the Town's Notice, Owners may in their sole discretion and upon Notice to the Town, assume the Master Developer's rights and obligations under this AMDA. Following Owners' notice, Owners shall have two (2) years to cure said Default(s) and otherwise bring current all Master Developer and/or Owner obligations under this AMDA. If Owners assume Master Developer's rights and

obligations under this AMDA pursuant to this sub-section no pre-termination or post-termination actual or purported Default in any Master Developer and/or Owners obligations under this AMDA shall constitute a Default by Owners during that two (2) year period. If Owners do not assume Master Developer's rights and obligations under this AMDA as and when hereinabove contemplated, this AMDA shall be null and void with no further recourse or remedy as between the Town or Owners.

10. **Notices.** All notices required or permitted under this AMDA 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 Master Developer:

NB 248, L.L.C.
Attn: Mr. Nate Brockbank
2265 East Murray Holladay Road
Holladay, UT 84117

With a Copy for Master Developer to:

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake Town, UT 84106
bbaird@difficultdirt.com

To Owners:

Stichting Mayflower Mountain Fonds and Stichting Mayflower Mountain Fonds

Stichting Beheer Mayflower Project
John Molenaar
MOLENAAR/MARKS
Barbara Strozilaan 101
1083 HN Amsterdam NL
john@molenaarmarks.nl

Stichting Beheer Mayflower Project
Harman Kloos
Kloos Consultants
Sweelincklaan 83
3723 JC Bilthoven NL
hkloos@xs4all.nl

With a Copy for Owners to:

Craig C. Coburn, Esq. /Steven H. Bergman, Esq.
Richards Brandt Miller & Nelson
111 East Broadway, Suite 400
Salt Lake City, UT 84111
Telephone No.: 801.531.2000
Craig-coburn@rbmn.com
Steven-bergman@rbmn.com

To the Town:

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

With a Copy for the Town to:

Polly McLean, Esq.
Peak Law, PLLC
395 Crestview Dr.
Park City, UT 84098_
polly@peaklaw.net

10.1. **Effectiveness of Notice.** Except as otherwise provided in this AMDA, each

Notice shall be effective and shall be deemed delivered on the earlier of:

10.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then Notice shall be deemed effective the date that the mailing or personal delivery occurs.

10.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the

sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then Notice shall be deemed effective the date that the mailing or personal delivery occurs.

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

11. Administrative Amendments. The following modifications to this MDA may be considered and approved by the Administrator:

11.1. Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

11.2. Design Standards. Modifications of the Design Standards as may be permitted by the Design Standards.

11.3. Sizes of Commercial Projects. Modifications to the sizes of buildings for Commercial Projects up to twenty percent (20%) of what is specified in Section 3.6.

11.4. Re-location Senior/Community Center and Assisted Living Center.
Relocation of the Senior/Community Center and/or the Assisted Living Center within the "Town Center" area of the Concept Plan.

11.5. Minor Amendment. Any other modifications deemed to be minor modifications by the Administrator.

11.6. **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

11.7. **Administrator's Review of Proposed Administrative Amendment.** The Administrator shall promptly consider and decide upon the proposed administrative amendment within a reasonable time. If the Administrator approves the administrative amendment, either as proposed or with such modifications as may be agree to by Master Developer, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

12. **Miscellaneous.**

12.1. **MIDA.** No portion of the Property may be included by Owners or Master Developer in a "Military Installation Development Authority" project area without the consent of the Town.

12.2. **School Site Set Aside.** The Concept Plan shows a site of approximately eight and one half (8.5) acres to be set aside for sale as a potential future school site. Master Developer shall dedicate that site to the Town on or before August 1, 2021 for the purpose of the Town's later donating that site to public school. The deed for the school site shall contain a reversionary clause limiting the uses to that of a public school. The time for this dedication shall be extended *pari passu* if the effective date of this AMDA is extended as a result of any litigation or other statutory grounds.

12.3. **Economic Impact/Optimization Study.** Master Developer shall, within six months of the execution of this AMDA, and at Master Developer's expense,

cause to be performed an economic impact/optimization analysis to evaluate the economic impact of the Project and the potential optimizations of the impact, including, but not limited to, revenues from point-of-sale taxes, property taxes, building permit and other fees, and how to optimize the economics for the Parties. Master Developer and the Town shall jointly select the consultant and shall cooperate in conducting and preparing the study. The study shall be used by the Town and the Master Developer to consider any modifications to this AMDA or the Concept Plan that might improve the financial performance of the Project in light of the other planning and development goals of the Town and the Master Developer.

12.4. **Secondary Access and Parking:** If issues regarding the SR 248 connection and parking along Richardson Flats road are not resolved to the Town's satisfaction by August 31, 2021 then the AMDA shall be null, void & terminated.

12.5. **Condition Precedent:** This AMDA shall not take effect until after the results of a referendum, if any, are certified.

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

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

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

16. **Sale of the Property.** Master Developer and/or Owners will give Notice to the Town if and when Master Developer or a related party as defined by I.R.S. Regulation 165 or another purchaser closes on the purchase of the Property from Owners and title to the Property passes to that purchaser. Upon giving such Notice, Owners shall be deemed released as parties to this AMDA and any and all related rights and duties of Owners shall be released in their entirety as to Owners and vested solely in and assumed solely by Master Developer and/or said purchaser. The responsibility of the purchaser related to the duties and obligations in this AMDA shall be recorded against the Property.

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

17.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved

Subdivision to home builders or end users (i.e. owners of individual Residential Dwelling Units) shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town.

17.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the Development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment subject to approval by the Town. Master Developer shall give the Town Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the affected entity. Nothing in this Section will relieve Master Developer of any obligations hereunder unless and until another party, acceptable to the Town assumes in writing the duties and obligations set forth herein.

17.3. **Notice.** If the Master Developer or Owners intends to assign this AMDA in a manner that would require consent from the Town, Master Developer or Owners shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

- 17.4. **Time for Objection.** Unless the Town approves the proposed assignment in writing within twenty (20) business days of Notice, the Town shall be deemed to have denied the proposed assignment.
- 17.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities under the AMDA then the assignee shall be responsible for the performance of each of the obligations specifically referenced in the assignment instrument. Upon the assignee's assumption of rights and obligations any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but Master Developer shall remain responsible for the performance of any obligations that were not assigned.
- 17.6. **Denial.** The Town may withhold its consent to a proposed assignment if the Town is not reasonably satisfied of the assignee's financial or other ability to perform the obligations of Master Developer proposed to be assigned or if there is an existing breach of this AMDA that either has not been cured or is not in the process of being cured in a manner acceptable to the Town.
- 17.7. **Successor and Assignees Bound by AMDA.** Any successor or permitted assignee shall consent in writing to be bound by the assigned terms and conditions of this AMDA as a condition precedent to the effectiveness of the assignment.
18. **No Waiver.** The failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

19. **Severability.** If any provision of this AMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this AMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this AMDA shall remain in full force and affect.
20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this AMDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, plague, pandemic, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
21. **Time is of the Essence.** Time is of the essence to this AMDA and every right or responsibility shall be performed within the times specified.
22. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this AMDA, the Town, Master Developer and Owners each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Master Developer . The initial representative for the Town shall be the Mayor of the Town, Phil Rubin. The initial representative for Master Developer shall be Nate Brockbank. The initial representative for Owners shall be John Molenaar. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this AMDA

and the Development of the Project.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this AMDA and therefore no provision of this AMDA shall be construed for or against any Party based on which Party drafted any particular portion of this AMDA.
24. **Applicable Law.** This AMDA 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.
25. **Venue.** Any action to enforce this AMDA shall be brought only in the Wasatch County, State of Utah.
26. **Entire Agreement.** This AMDA, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter set forth herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
27. **Recordation and Running with the Land.** This AMDA shall be recorded against the Property upon its execution. This AMDA shall be deemed to run with the land. The data disk of the Town's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the Town Recorder and each party shall also have an identical copy.
28. **Authority.** The Parties to this AMDA each warrant that they have all of the necessary authority to execute this AMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this AMDA lawfully binding the Town pursuant to Ordinance No. 2020-10 adopted by the Town on October 16, 2020.

IN WITNESS WHEREOF, the Parties hereto have executed this AMDA by and

through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
NB 248, LLC

TOWN
Town of Hideout

By: _____
Its: _____

Philip J Rubin
By: Philip J Rubin
Its: Mayor

OWNERS

Stichting Mayflower Mountain Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

Stichting Mayflower Recreational Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

By: _____
Its: _____

By: _____
Its: _____

Approved as to form for the Town:

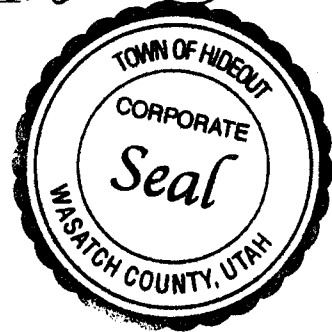
[Signature]
Town Attorney

Attest for the Town:

[Signature]
Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

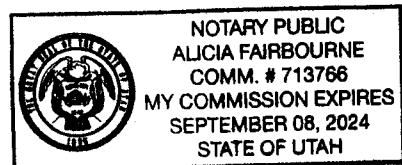


On the 16th day of October, 2020, personally appeared before me Phil Rubin who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said he acknowledged to me that the Town executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/8/2024

Residing at: Wasatch County, Utah



MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the ____ day of October, 2020, personally appeared before me Nate Brockbank, who being by me duly sworn, did say that he is the Manager of Western States Ventures, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

OWNERS ACKNOWLEDGMENT

STICHTING MAYFLOWER RECREATIONAL FONDS

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the ____ day of October, 2020, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Stichting Beheer Mayflower Project which is the Manager of Stichting Mayflower Recreational Fonds a Netherlands association and that the foregoing instrument was duly authorized by the association in a lawful manner by authority of its association and signed in behalf of said association.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____


and each party shall also have an identical copy.

28. **Authority.** The Parties to this AMDA each warrant that they have all of the necessary authority to execute this AMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this AMDA lawfully binding the Town pursuant to Ordinance No. ___ adopted by the Town on October __, 2020.

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

MASTER DEVELOPER
NB 248, LLC

TOWN
Town of Hideout


By: Nathan Brockbank
Its: sole member

By: _____,
Its: _____

OWNERS
Stichting Mayflower Mountain Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

Stichting Mayflower Recreational Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

By: _____
Its: _____

By: _____
Its: _____

Approved as to form for the Town:

Attest for the Town:

Town Attorney

Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On the _____ day of October, 2020, personally appeared before me Phil Rubin who being

by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said _____ acknowledged to me that the Town executed the same.

NOTARY PUBLIC

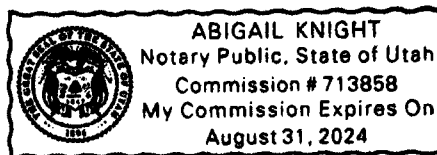
My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.



COUNTY OF SALT LAKE)

On the 16 day of October, 2020, personally appeared before me Nate Brockbank, who being by me duly sworn, did say that he is the Manager of ~~Western~~ NB 248 LLC ~~States Ventures, LLC~~, a ~~Utah~~ Delaware limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Abigail Knight
NOTARY PUBLIC

My Commission Expires: August 31, 2024

Residing at: Salt Lake city

OWNERS ACKNOWLEDGMENT

STICHTING MAYFLOWER RECREATIONAL FONDS

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of October, 2020, personally appeared before me _____,

necessary authority to execute this AMDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this AMDA lawfully binding the Town pursuant to Ordinance No. ___ adopted by the Town on October __, 2020.

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

MASTER DEVELOPER
NB 248, LLC


TOWN
Town of Hideout

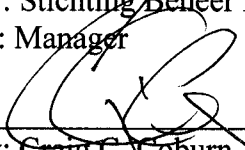
By: _____
Its: _____

By: _____,
Its: _____

OWNERS
Stichting Mayflower Mountain Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

Stichting Mayflower Recreational Fonds,
a Netherlands association
By: Stichting Beheer Mayflower Project
Its: Manager

By: 
Its: Attorney-in-Fact

By: 
Its: Attorney-in-Fact

Approved as to form for the Town:

Attest for the Town:

Town Attorney

Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On the ____ day of October, 2020, personally appeared before me Phil Rubin who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said _____ acknowledged to me that the Town executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the _____ day of October, 2020, personally appeared before me Nate Brockbank, who being by me duly sworn, did say that he is the ~~Manager of Western States Ventures, LLC~~ *sole member* ~~Utah~~ *Delaware* limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

OWNERS ACKNOWLEDGMENT

STICHTING MAYFLOWER RECREATIONAL FONDS

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

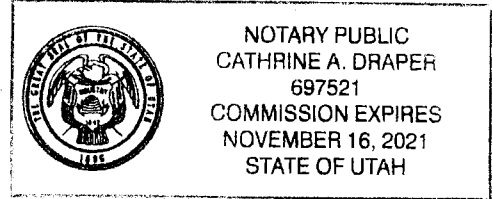
On the 16th day of October, 2020, personally appeared before me Craig C. Coburn, who being by me duly sworn, did say that he is the Attorney-in-Fact for Stichting Beheer Mayflower Project, which is the Manager of Stichting Mayflower Recreational Fonds a Netherlands association and that the foregoing instrument was duly authorized by the association in a lawful manner by authority of its association and signed in behalf of said

association.

Cathrine A. Draper
NOTARY PUBLIC

My Commission Expires: 11/16/21

Residing at: Salt Lake, Utah



STICHTING MAYFLOWER MOUNTAIN FONDS

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the 16th day of October, 2020, personally appeared before me Craig C. Coburn, who being by me duly sworn, did say that he is the Attorney-in-Fact for Stichting Beheer Mayflower Project which is the Manager of Stichting Mayflower Mountain Fonds a Netherlands association and that the foregoing instrument was duly authorized by the association in a lawful manner by authority of its association and signed in behalf of said association.

Cathrine A. Draper
NOTARY PUBLIC

My Commission Expires: 11/16/21

Residing at: Salt Lake, Utah

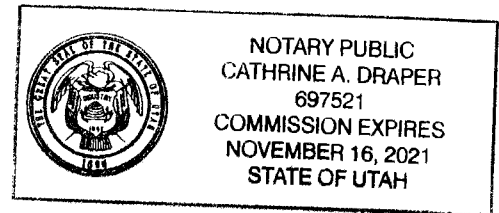


TABLE OF EXHIBITS

- Exhibit "A" Legal Description of the Property
- Exhibit "B" Concept Plan
- Exhibit "C" ~~Town's Vested Laws~~ *To be recorded later*
- Exhibit "D" Zoning Map
- Exhibit "E" CMT Environmental Study

Exhibit "A"

A parcel of land lying and situate in portions of Section 6 and Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and portions of Sections 1 and 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit and Wasatch Counties, Utah. Basis of bearing for subject parcel being South 89°04'43" West 2640.86 feet measured, between the 1 1/2" brass cap monument marking the Northeast Corner of said Section 7 and the BLM Aluminum Cap stamped "1994" marking the North Quarter Corner of Section 7. Subject Parcel being more particularly described as follows:

Commencing at the Northeast Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°04'43" West 1067.55 feet; Thence South 00°55'17" East 538.88 feet to a point on the extant Northerly Boundary of the Town of Hideout and the True Point of Beginning; Thence South 67°40'02" West 288.78 feet coincident with said Town Annexation line; Thence the following fifteen (15) courses coincident with the southwesterly right of way line of SR-248, 1) Northwestern 285.10 feet along the arc of a 3709.27 foot radius curve to the left (center bears South 53°03'23" West) through a central angle of 04°24'14"; 2) North 65°52'29" West 259.50 feet; 3) North 48°59'43" West 698.19 feet; 4) North 56°09'40" West 749.30 feet; 5) North 45°29'05" West 190.09 feet; 6) North 34°47'12" West 145.12 feet; 7) North 44°47'17" West 540.36 feet; 8) North 36°16'14" West 487.17 feet; 9) North 24°47'53" West 969.15 feet; 10) North 30°33'16" West 389.10 feet to a point on a curve; 11) Northwestern 226.08 feet along the arc of a 622.96 foot radius curve to the left (center bears South 44°59'44" West) through a central angle of 20°47'35"; 12) North 23°55'11" East 25.13 feet; 13) North 30°08'20" West 147.37 feet; 14) Northwestern 137.82 feet along the arc of a 360.24 foot radius curve to the left (center bears South 48°13'34" West) through a central angle of 21°55'12"; 15) North 42°48'55" West 74.41 feet; Thence departing said right of way then running the following four (4) courses coincident with the south right of way of Jordanelle Parkway 1) South 57°02'40" West 110.64 feet to a point of curvature; 2) Southerly 212.69 feet along the arc of a 434.00 foot radius curve to the left (center bears South 32°57'20" East) through a central angle of 28°04'44"; 3) South 34°17'15" West 37.11 feet; 4) Southerly 298.39 feet along the arc of a 439.00 foot radius curve to the left (center bears South 65°51'46" East) through a central angle of 38°56'37"; Thence departing said right of way South 76°18'12" West 128.03 feet to a point of curvature; Thence the following three (3) courses coincident with the southerly right of way line of Richardson Flat Road 1) Southerly 262.52 feet along the arc of a 265.00 foot radius curve to the left (center bears South 13°41'47" East) through a central angle of 56°45'38" to a point of tangency; 2) South 19°32'35" West 467.14 feet to a point of curvature; 3) Southerly 233.40 feet along the arc of a 500.00 foot radius curve to the right (center bears North 70°27'25" West) through a central angle of 26°44'45" to a point on the Wasatch - Summit County line; Thence running the following ten (10) courses coincident with said county line 1) South 29°14'14" East 308.34 feet; 2) South 24°40'20" East 1194.44 feet; 3) South 30°35'32" East 938.20 feet; 4) South 21°45'29" East 903.31 feet; 5) South 64°43'01" West 250.61 feet; 6) South 40°29'06" West 1093.28 feet; 7) South 30°28'33" West 600.43 feet; 8) South 76°40'10" West 493.72 feet; 9) South 81°36'20" West 1174.51 feet; 10) South 69°18'20" West 32.48 feet; Thence departing said county line North 01°10'33" West 203.05 feet coincident with the east line of Summit County Tax Parcel PP-28, (Jordanelle Parkridge, LLC) to a point on the south line of the Northeast Quarter of Section 12, Township 2 South, Range 4 East, Salt Lake Base and Meridian; Thence North 89°14'18" West 836.51 feet coincident with said quarter section line to the Center Quarter Corner thereof; Thence North 01°32'13" West 2671.79 feet coincident with the south line of the Northeast Quarter of Section 12 to the North Quarter Corner thereof; Thence North 00°46'27" East 2402.11 feet coincident with the south line of the Southeast Quarter of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian to a point on the south right of way line of Richardson Flat Road; Thence coincident with said south right of way line the following two (2) courses, 1) North 79°45'59" East 538.73 feet; 2) Easterly 337.07 feet along the arc of a 523.70 foot radius curve to the right (center bears South 10°14'01" East) through a central angle of 36°52'39"; Thence departing said right of way North 00°00'57" East 215.87 feet to a point on the north line of the Southeast Quarter of said Section 1; Thence South 89°47'09" East 1219.03 feet to the Summit-Wasatch County line; Thence the following two

(2) courses coincident with said county line, 1) South $07^{\circ}47'44''$ East 450.86 feet; 2) South $29^{\circ}14'14''$ East 344.75 feet to a point on the north right of way line of Richardson Flat Road; Thence along the north right of way line of said Richardson Flat Road the following three (3) courses 1) Northeasterly 197.10 feet along the arc of a 450.00 foot radius curve to the left (center bears North $45^{\circ}21'39''$ West) through a central angle of $25^{\circ}05'46''$ to a point of tangency; 2) North $19^{\circ}32'35''$ East 467.14 feet to a point of curvature; 3) Easterly 312.06 feet along the arc of a 315.00 foot radius curve to the right (center bears South $70^{\circ}27'25''$ East) through a central angle of $56^{\circ}45'38''$ to a point of tangency; Thence North $76^{\circ}18'12''$ East 57.63 feet along the north right of way line of said Richardson Flat Road and the prolongation thereof; Thence the following three (3) courses coincident with the northerly right of way line of Jordanelle Parkway, 1) Northeasterly 295.88 feet along the arc of a 511.00 foot radius curve to the right (center bears North $80^{\circ}57'41''$ East) through a central angle of $33^{\circ}10'33''$ to a point of tangency; 2) North $19^{\circ}57'49''$ East 43.55 feet to a point of curvature; 3) Northeasterly 252.88 feet along the arc of a 516.00 foot radius curve to the right (center bears South $61^{\circ}02'05''$ East) through a central angle of $28^{\circ}04'45''$ to a point of tangency; Thence continuing North $57^{\circ}02'40''$ East 489.98 feet coincident with said northerly right of way line and the prolongation thereof to a point on the easterly right of way of SR-248; Thence the following nine (9) courses coincident with said right of way 1) South $40^{\circ}54'27''$ East 501.46 feet to a point on the arc of an 11692.72 foot radius curve; 2) Easterly 876.51 feet along the arc said 11692.72 foot radius curve to the right (center bears South $56^{\circ}21'02''$ West) through a central angle of $04^{\circ}17'42''$; 3) South $29^{\circ}24'29''$ East 736.57 feet; 4) South $45^{\circ}01'54''$ East 545.96 feet; 5) South $49^{\circ}49'59''$ East 514.43 feet; 6) South $35^{\circ}50'56''$ East 510.25 feet; 7) South $56^{\circ}09'39''$ East 270.75 feet to a point of curvature; 8) Easterly 768.25 feet along the arc of a 3989.72 foot radius curve to the right (center bears South $33^{\circ}50'20''$ West) through a central angle of $11^{\circ}01'58''$ to a point on the arc of a 3567.39 foot radius curve; 9) Easterly 643.88 feet along the arc of said 3567.39 foot radius curve to the right (center bears South $44^{\circ}35'54''$ West) through a central angle of $10^{\circ}20'29''$ to the point of beginning.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING WASATCH COUNTY PARCELS - SUBDIVISIONS:

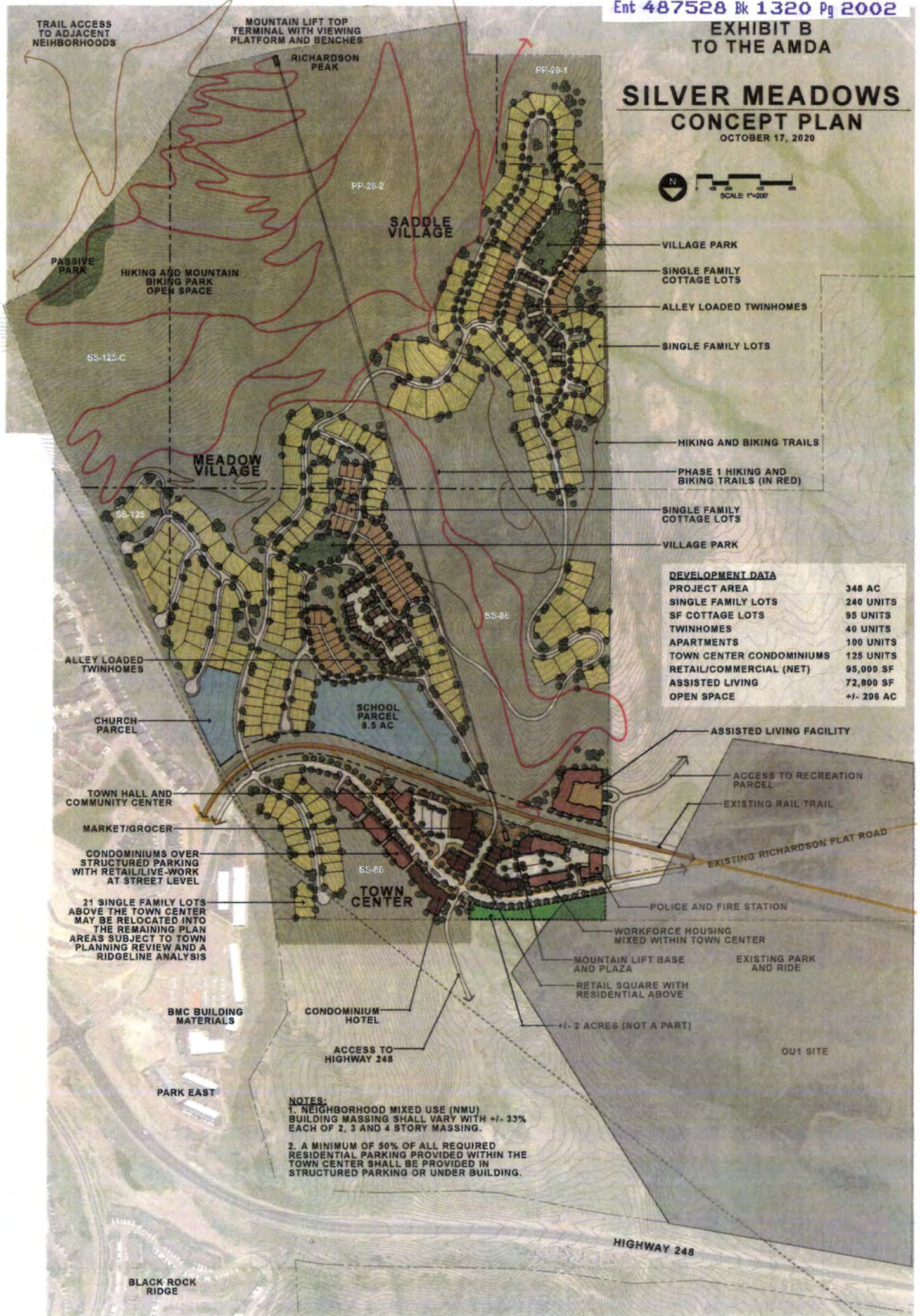
Parks Edge Subdivision, The Retreat at Jordanelle Parcel D, Wasatch Springs Phase 2, Iroquois Phase 2 Amended, Iroquois Phase 3 Amended, Lots 2 through 6 and Parcel A of Iroquois Phase 4 Amended, Jovid Mark Subdivision and Deer Canyon Preserve.

Exhibit "B"

EXHIBIT B
TO THE AMDA

**SILVER MEADOWS
CONCEPT PLAN**

OCTOBER 17, 2020



- VILLAGE PARK
- SINGLE FAMILY COTTAGE LOTS
- ALLEY LOADED TWINHOMES
- SINGLE FAMILY LOTS
- HIKING AND BIKING TRAILS
- PHASE 1 HIKING AND BIKING TRAILS (IN RED)
- SINGLE FAMILY COTTAGE LOTS
- VILLAGE PARK

DEVELOPMENT DATA	
PROJECT AREA	348 AC
SINGLE FAMILY LOTS	240 UNITS
SF COTTAGE LOTS	95 UNITS
TWINHOMES	40 UNITS
APARTMENTS	100 UNITS
TOWN CENTER CONDOMINIUMS	125 UNITS
RETAIL/COMMERCIAL (NET)	95,000 SF
ASSISTED LIVING	72,800 SF
OPEN SPACE	+/- 206 AC

- ALLEY LOADED TWINHOMES
- CHURCH PARCEL
- TOWN HALL AND COMMUNITY CENTER
- MARKET/GROCER
- CONDOMINIUMS OVER STRUCTURED PARKING WITH RETAIL/LIVE-WORK AT STREET LEVEL
- 31 SINGLE FAMILY LOTS ABOVE THE TOWN CENTER MAY BE RELOCATED INTO THE REMAINING PLAN AREAS SUBJECT TO TOWN PLANNING REVIEW AND A RIDGELINE ANALYSIS

- ASSISTED LIVING FACILITY
- ACCESS TO RECREATION PARCEL
- EXISTING RAIL TRAIL
- EXISTING RICHARDSON FLAT ROAD
- POLICE AND FIRE STATION
- WORKFORCE HOUSING MIXED WITHIN TOWN CENTER
- MOUNTAIN LIFT BASE AND PLAZA
- EXISTING PARK AND RIDE
- RETAIL SQUARE WITH RESIDENTIAL ABOVE

- BMC BUILDING MATERIALS
- PARK EAST

NOTES:
 1. NEIGHBORHOOD MIXED USE (NMU) BUILDING MASSING SHALL VARY WITH +/- 33% EACH OF 2, 3 AND 4 STORY MASSING.
 2. A MINIMUM OF 50% OF ALL REQUIRED RESIDENTIAL PARKING PROVIDED WITHIN THE TOWN CENTER SHALL BE PROVIDED IN STRUCTURED PARKING OR UNDER BUILDING.

HIGHWAY 248

BLACK ROCK RIDGE

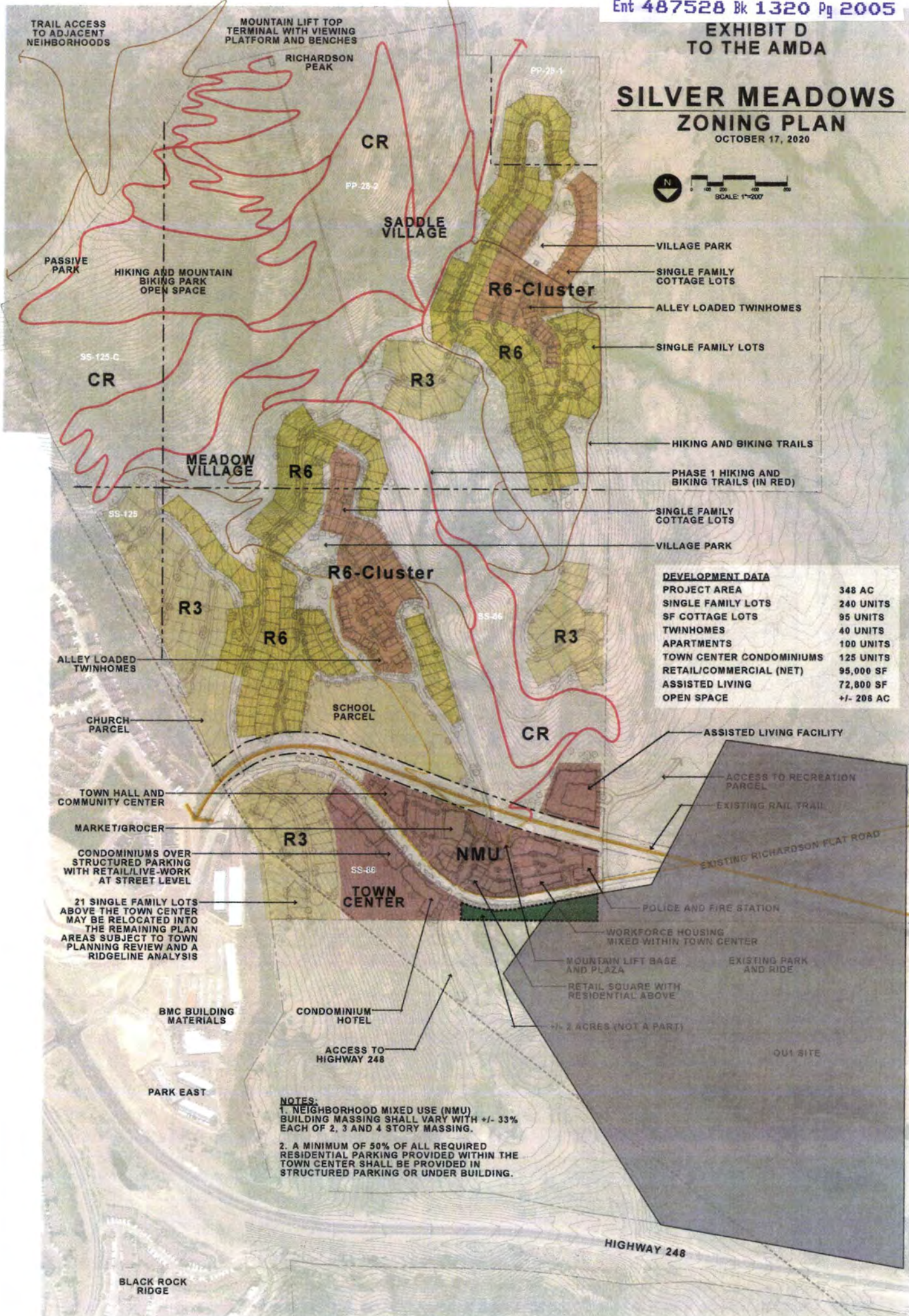
Exhibit "C"

Exhibit "D"

**EXHIBIT D
TO THE AMDA**

**SILVER MEADOWS
ZONING PLAN**

OCTOBER 17, 2020



DEVELOPMENT DATA

PROJECT AREA	348 AC
SINGLE FAMILY LOTS	240 UNITS
SF COTTAGE LOTS	95 UNITS
TWINHOMES	40 UNITS
APARTMENTS	100 UNITS
TOWN CENTER CONDOMINIUMS	125 UNITS
RETAIL/COMMERCIAL (NET)	95,000 SF
ASSISTED LIVING	72,800 SF
OPEN SPACE	+/- 206 AC

21 SINGLE FAMILY LOTS ABOVE THE TOWN CENTER MAY BE RELOCATED INTO THE REMAINING PLAN AREAS SUBJECT TO TOWN PLANNING REVIEW AND A RIDGELINE ANALYSIS

NOTES:
 1. NEIGHBORHOOD MIXED USE (NMU) BUILDING MASSING SHALL VARY WITH +/- 33% EACH OF 2, 3 AND 4 STORY MASSING.
 2. A MINIMUM OF 50% OF ALL REQUIRED RESIDENTIAL PARKING PROVIDED WITHIN THE TOWN CENTER SHALL BE PROVIDED IN STRUCTURED PARKING OR UNDER BUILDING.

Exhibit "E"



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MATERIALS TESTING • SPECIAL INSPECTIONS
ORGANIC CHEMISTRY

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Summit County Parcel SS-125-C

SE of S.R. 248 and U.S. Highway 40
Summit County, Utah
CMT Project No. 14718

FOR:
Mr. Nate Brockbank
Western States Ventures
362 West Pierpont Avenue
Salt Lake City, Utah 84101

June 18, 2020

EXECUTIVE SUMMARY

CMT Engineering Laboratories has completed a Phase I Environmental Site Assessment for the target property located in Summit County, Utah. This Phase I Environmental Site Assessment was performed in general conformance with the scope and limitations of ASTM Standard E 1527-13. The target property is located southeast of the intersection of S.R. 248 and U.S. Highway 40 in the Richardson Flat area of the southwest portion of Summit County, Utah. The target property consists of 1 parcel with the following Summit County Parcel ID Number: SS-125-C. In total, the parcel comprises approximately 32.29 acres. The target property is currently undeveloped land on a relatively steep, north-northeast-facing hillside. The target property has historically remained undeveloped land.

Our review of current State and Federal environmental databases, engineering control registries, and institutional control registries, and a Radius Map Report prepared by GeoSearch, identified two regulated sites/facilities on or within the required search radii of the target property (Sections 8.1 and 8.2). Based on the nature of the database listing, site/facility conditions, elevation, and/or distance from the target property, the identified, regulated sites/facilities do not appear to represent an REC in relation to the target property at the time of this assessment. Based on the observations, research, and interviews conducted while performing this assessment, we did not identify any RECs, HRECs, or CRECs in connection with the Target property or adjacent, surrounding properties.

The current owners of the target property, nor their representatives, responded to a site assessment questionnaire within the timeframe of this assessment. If a response is received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted. With the exception of Park City, no other government officials or departments responded to a records request within the timeframe of this assessment. If any responses are received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

No other significant data gaps that would alter the findings and conclusions of this report were encountered.



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PHASE I ENVIRONMENTAL SITE ASSESSMENT

Summit County Parcel SS-125

SE of S.R. 248 and U.S. Highway 40

Summit County, Utah

CMT Project No. 14717

FOR:

Mr. Nate Brockbank

Western States Ventures

362 West Pierpont Avenue

Salt Lake City, Utah 84101

June 18, 2020

EXECUTIVE SUMMARY

CMT Engineering Laboratories has completed a Phase I Environmental Site Assessment for the target property located in Summit County, Utah. This Phase I Environmental Site Assessment was performed in general conformance with the scope and limitations of ASTM Standard E 1527-13. The target property is located southeast of the intersection of S.R. 248 and U.S. Highway 40 in the Richardson Flat area of the southwest portion of Summit County, Utah. The target property consists of 1 parcel with the following Summit County Parcel ID Number: SS-125. In total, the parcel comprises approximately 10.0 acres. The target property is currently undeveloped land on a relatively steep, east-facing hillside. The target property has historically remained undeveloped land.

Our review of current State and Federal environmental databases, engineering control registries, and institutional control registries, and a Radius Map Report prepared by GeoSearch, identified two regulated sites/facilities on or within the required search radii of the target property (Sections 8.1 and 8.2). Based on the nature of the database listing, site/facility conditions, elevation, and/or distance from the target property, the identified, regulated sites/facilities do not appear to represent an REC in relation to the target property at the time of this assessment. Based on the observations, research, and interviews conducted while performing this assessment, we did not identify any RECs, HRECs, or CRECs in connection with the Target property or adjacent, surrounding properties.

The current owners of the target property, nor their representatives, responded to a site assessment questionnaire within the timeframe of this assessment. If a response is received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted. With the exception of Park City, no other government officials or departments responded to a records request within the timeframe of this assessment. If any responses are received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

No other significant data gaps that would alter the findings and conclusions of this report were encountered.



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**PHASE I ENVIRONMENTAL
SITE ASSESSMENT**

Summit County Parcel SS-86

SE of S.R. 248 and U.S. Highway 40
Summit County, Utah
CMT Project No. 14715

FOR:
Mr. Nate Brockbank
Western States Ventures
362 West Pierpont Avenue
Salt Lake City, Utah 84101

June 18, 2020

EXECUTIVE SUMMARY

CMT Engineering Laboratories has completed a Phase I Environmental Site Assessment for the target property located in Summit County, Utah. This Phase I Environmental Site Assessment was performed in general conformance with the scope and limitations of ASTM Standard E 1527-13. The target property consists of 1 parcel with the following Summit County Parcel ID Number: SS-86. In total, the parcel comprises approximately 146.63 acres. The target property is currently predominantly open, undeveloped land with varied terrain included steep hill slopes and flat fields/meadows. The northern portion of the property is crossed by Richardson Flats Road which runs from east to west across the site. An old railroad grade also crosses the northern portion of property and the swath of land occupied by the grade is not included in the boundaries of the target property. The tracks have been removed from the grade and it is no longer in use for rail travel. Several unpaved roads and trails also cross the target property and an earthen berm was previously built across a drainage on the south-central portion of the property, presumably to retain water within the drainage.

The target property has historically remained undeveloped land with the exception of the road and railroad grade crossings on the northern portion of the property.

Our review of current State and Federal environmental databases, engineering control registries, and institutional control registries, and a Radius Map Report prepared by GeoSearch, identified three regulated sites or facilities on or within the required search radii of the target property (Sections 8.1 and 8.2).

Based on the observations, research, and interviews conducted while performing this Phase I Environmental Site Assessment for the target property, no RECs or HRECs, as defined by ASTM Standard E 1527-13 were identified in connection with the target property or adjacent, surrounding properties. One CREC was identified with OU1 of the Richardson Flat Tailings site, the boundary of which extends onto the extreme northwest corner of the target property (see section 8.1). We do not believe the CREC currently poses an environmental risk to the target property, however, Land Use Covenants (LUCs) and/or associated Activity and Use Limitations (AULs) associated with institutional controls currently being drafted for OU1 of the Richardson Flat Tailings site may

Phase I Environmental Site Assessment

CMT Project 14715: Summit County Parcel SS-86
2020

CMT Engineering Laboratories

June 18,

limit future land use on the extreme northwest corner of the target property. No known sources of potential vapor migration or intrusion at the target property were identified in this assessment.

The current owners of the target property, nor their representatives, responded to a site assessment questionnaire within the timeframe of this assessment. If a response is received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

With the exception of Park City, no other government officials or departments responded to a records request within the timeframe of this assessment. If any responses are received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

No other significant data gaps that would alter the findings and conclusions of this report were encountered.

October 11, 2020

Mr. Nate Brockbank
Western States Ventures
362 West Pierpont Avenue
Salt Lake City, Utah 84101

Re:

Addendum to Phase I Environmental Site Assessment
Summit County Parcel SS-86
SE of S.R. 248 and U.S. Highway 40
Summit County, Utah
CMT Project No. 14715

Mr. Brockbank,

CMT Engineering Laboratories, Inc. (CMT) previously completed a Phase I Environmental Site Assessment¹ (ESA) for Summit County Parcel SS-86 on June 18, 2020. The Phase I ESA identified one controlled recognized environmental condition (CREC) in connection with the target property. The CREC is associated with the Richardson Flat tailing impoundment (OU1 of the Richardson Flat Tailings site) that was identified extending onto the northwest corner of the target property. The Phase I ESA report concluded the following:

“One CREC was identified with OU1 of the Richardson Flat Tailings site, the boundary of which extends onto the extreme northwest corner of the target property (see section 8.1). We do not believe the CREC currently poses an environmental risk to the target property, however, Land Use Covenants (LUCs) and/or associated Activity and Use Limitations (AULs) associated with institutional controls currently being drafted for OU1 of the Richardson Flat Tailings site may limit future land use on the extreme northwest corner of the target property.”

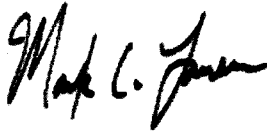
We understand that the northwest corner of the target property identified in the Phase I ESA report as being part of OU1 is actually owned by Summit County and is not part of the target property. An annotated plat map showing this property is included with this addendum letter. Based on this understanding, none of the target property is included in OU1 of the Richardson Flat Tailings site and OU1 does not represent a REC in connection with the target property.

¹ CMT Engineering Laboratories, Inc., 2020, Phase I Environmental Site Assessment, Summit County Parcel SS-86, SE of S.R. 248 and U.S. Highway 40, Summit County, Utah; Unpublished consultant's report, CMT Project No. 14715, June 18, 2020.

All other findings and conclusions of the referenced Phase I ESA report for the target property remain valid and can be relied upon.

We appreciate the opportunity to provide our services on this project. If we can answer any questions or be of further assistance, please call.

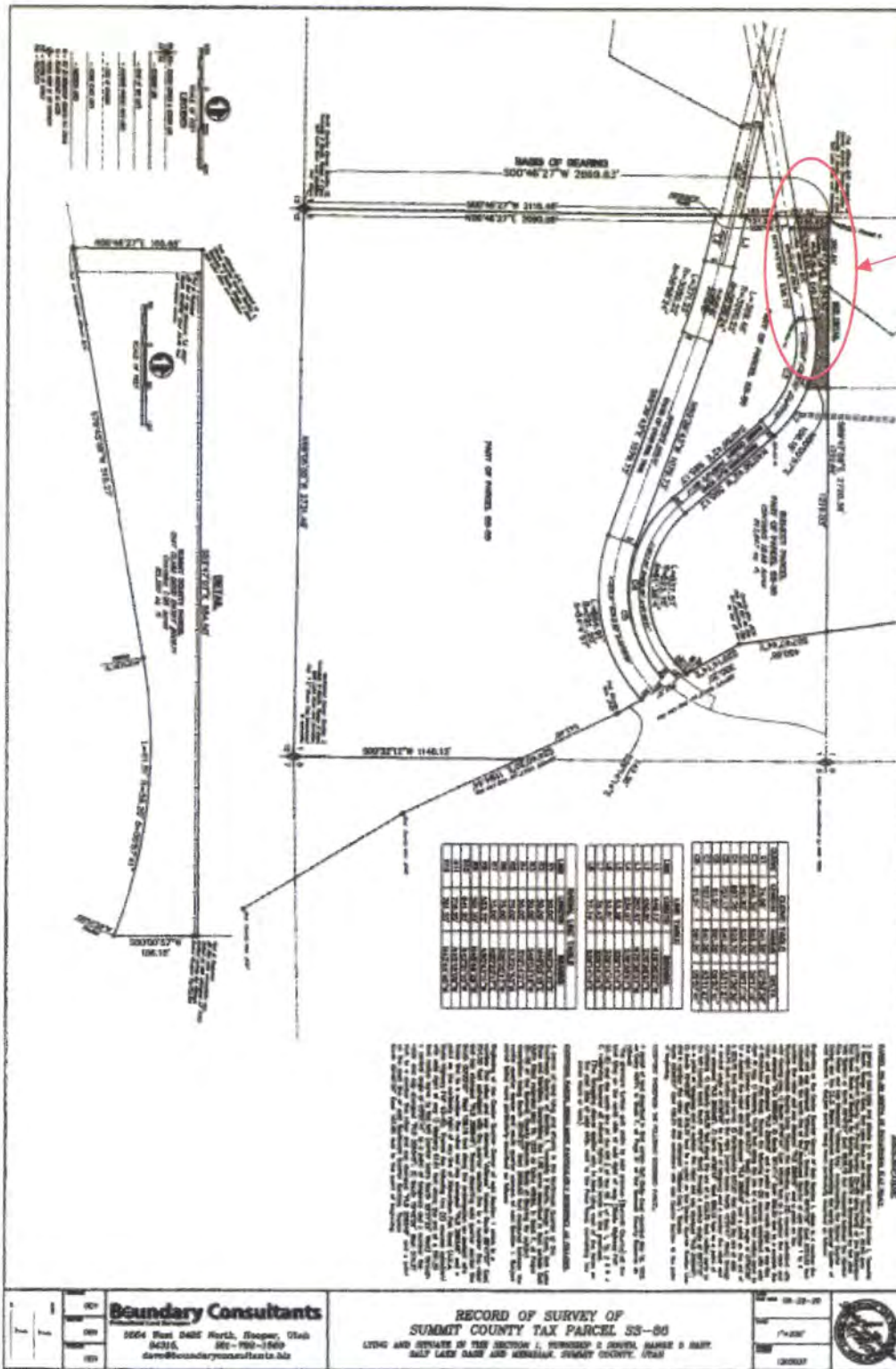
Respectively,
CMT Engineering Laboratories



Mark C. Larsen, P.G.
Senior Geologist/ Environmental Professional

Attachments:

Annotated Plat Map



Property partially within
OU1 of the Richardson Flat
Tailings Site owned by
Summit Co. and not
included within Parcel SS-
86 (Target Property)



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**PHASE I ENVIRONMENTAL
SITE ASSESSMENT**

Summit County Parcel PP-28-2

SE of S.R. 248 and U.S. Highway 40
Summit County, Utah
CMT Project No. 14714

FOR:
Mr. Nate Brockbank
Western States Ventures
362 West Pierpont Avenue
Salt Lake City, Utah 84101

June 18, 2020

EXECUTIVE SUMMARY

CMT Engineering Laboratories has completed a Phase I Environmental Site Assessment for the target property located in Summit County, Utah. This Phase I Environmental Site Assessment was performed in general conformance with the scope and limitations of ASTM Standard E 1527-13. The target property is located southeast of the intersection of S.R. 248 and U.S. Highway 40 in the Richardson Flat area of the southwest portion of Summit County, Utah. The target property consists of 1 parcel with the following Summit County Parcel ID Number: PP-28-2. In total, the parcel comprises approximately 151.15 acres. The target property is currently undeveloped land with varied terrain included steep hill slopes and relatively flat meadows. Several unpaved roads and trails also cross the target property. The target property has historically remained undeveloped land.

Our review of current State and Federal environmental databases, engineering control registries, and institutional control registries, and a Radius Map Report prepared by GeoSearch, identified two regulated sites or facilities on or within the required search radii of the target property (Sections 8.1 and 8.2). Based on the nature of the database listing, site/facility conditions, elevation, and/or distance from the target property, none of the identified, regulated sites/facilities appear to represent an REC in relation to the target property at the time of this assessment. Based on the observations, research, and interviews conducted while performing this assessment, we did not identify any RECs, HRECs, or CRECs in connection with the Target property or adjacent, surrounding properties.

The current owners of the target property, nor their representatives, responded to a site assessment questionnaire within the timeframe of this assessment. If a response is received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted. With the exception of Park City, no other government officials or departments responded to a records request within the timeframe of this assessment. If any responses are received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

No other significant data gaps that would alter the findings and conclusions of this report were encountered.



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PHASE I ENVIRONMENTAL SITE ASSESSMENT

Summit County Parcel PP-28-1

SE of S.R. 248 and U.S. Highway 40
Summit County, Utah
CMT Project No. 14713

FOR:
Mr. Nate Brockbank
Western States Ventures
362 West Pierpont Avenue
Salt Lake City, Utah 84101

June 18, 2020

EXECUTIVE SUMMARY

CMT Engineering Laboratories has completed a Phase I Environmental Site Assessment for the target property located in Summit County, Utah. This Phase I Environmental Site Assessment was performed in general conformance with the scope and limitations of ASTM Standard E 1527-13. The target property is located southeast of the intersection of S.R. 248 and U.S. Highway 40 in the Richardson Flat area of the southwest portion of Summit County, Utah. The target property consists of 1 parcel with the following Summit County Parcel ID Number: PP-28-1. In total, the parcel comprises approximately 10.0 acres. The target property is currently undeveloped land with varied terrain included steep hill slopes and relatively flat meadows. An unpaved road/trail crosses the southeast portion of the target property. The target property has historically remained undeveloped land.

Our review of current State and Federal environmental databases, engineering control registries, and institutional control registries, and a Radius Map Report prepared by GeoSearch, identified one regulated site/facility on or within the required search radii of the target property (Sections 8.1 and 8.2). Based on the nature of the database listing, site/facility conditions, elevation, and/or distance from the target property, the identified, regulated site/facility does not appear to represent an REC in relation to the target property at the time of this assessment. Based on the observations, research, and interviews conducted while performing this assessment, we did not identify any RECs, HRECs, or CRECs in connection with the Target property or adjacent, surrounding properties.

The current owners of the target property, nor their representatives, responded to a site assessment questionnaire within the timeframe of this assessment. If a response is received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted. With the exception of Park City, no other government officials or departments responded to a records request within the timeframe of this assessment. If any responses are received after this Phase I ESA is submitted which changes the conclusion of this report, an addendum will be submitted.

No other significant data gaps that would alter the findings and conclusions of this report were encountered.

File Attachments for Item:

3. Discussion and Final Review of the General Plan Community Survey Questions - Town Survey #2.



Staff Report – General Plan Update

To: Rachel Cooper, Chair
Hideout Planning Commission

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

Re: Update to the 2019 Town of Hideout General Plan – Town Survey #2

Date: April 16, 2026 Planning Commission Meeting

Background

Two Community Open Houses were held on September 25, 2025, and February 10, 2026, to gather public input and present draft materials related to the General Plan update. At the meeting held on March 19, 2025, the Planning Commission prepared some questions for a second community survey. Staff took the general questions and created the following multiple choice answer questions for final review by the Planning Commission.

Hideout General Plan Survey Questions

Survey #2

April 16 - 30, 2026

1. If new bus stops were added on SR248, what be the most important criterion for you to consider using the bus?
 - a. Parking conveniently located nearby
 - b. Limited stops between Hideout and the ski resorts (or intended destination)
 - c. Assurance of increased frequency of stops – every 30 minutes.
 - d. I would not use the bus.

2. If we move the public works building from its current side (near Belaview Court and Shoreline Drive) to a site adjacent to the newly planned fire station on SR248, what would you like to see constructed on the current site which has about 5 acres of developable land?
 - a. A restaurant and/or or café(s)
 - b. A community/gathering center
 - c. Recreational retail (e.g., bike rentals, paddleboard, rentals, etc.)
 - d. All of the above (A, B, and C)
 - e. A park
 - f. Other _____

3. How much would you be willing to pay for a monthly pass for the use of a community-wide recreation center (e.g., outdoor pool, gym, hot tub, etc.)
 - a. \$100
 - b. \$80
 - c. \$60
 - d. Other _____
 - e. Would not buy a pass/would not use

4. Should the Town more directly coordinate with the State Park to look into shared opportunities on the Jordanelle Lake (e.g., boat access, a water taxi across the lake, etc.)?
 - a. Yes
 - b. No

5. Pedestrian/bike overpass and tunnel opportunities to connect both sides of Hideout across SR248 have been discussed in the past. Assuming state and/or county financial support, which of the following best reflects your thinking on this issue:
 - a. I would prefer to see an overpass to connect both sides of SR248
 - b. I would prefer to see an underpass to connect both sides of SR248
 - c. I think crossing at grade at a traffic-light intersection is good enough
 - d. I am not likely to cross SR248 on foot or by bike (more likely to drive)
 - e. I am not sure given limited information

6. If the Town were to consider annexing additional land, what should be the primary reason for doing so:
 - a. Financial benefits such as sales tax revenue, etc.
 - b. Community amenity benefits such as recreational or gathering spaces, etc.
 - c. I am not sure
 - d. Other _____

7. What types of amenities would you like to see in future parks?
 - a. Tennis courts
 - b. Basketball courts
 - c. Playground equipment
 - d. Covered picnic areas
 - e. Other _____

8. How often do you use the Town's trail system?
 - a. Daily
 - b. Weekly
 - c. Monthly
 - d. A few times a year
 - e. I don't use the trails

9. The Town generally hosts a community gathering event once or twice during the summer months. Which of the following would you be most likely to attend?
 - a. A concert series
 - b. A farmers market

- c. A community festival/event
- d. Other _____
- e. I would not attend a community-wide event

10. What is your biggest concern when you think about future growth in Hideout?

- a. Water availability
- b. Traffic
- c. Loss of open space
- d. All of the above (equally)
- e. Other _____

Thanks so much for your time!

Next Steps

The planning consultants will continue working closely with staff to prepare the draft General Plan and anticipate attending the next two to three Planning Commission meetings to review progress and incorporate Commission direction into the proposed draft document.