



# HIDEOUT, UTAH TOWN COUNCIL - SPECIAL MEETING

September 08, 2020 5:00 PM

## Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Special Meeting for the purposes and at the times as described below on Tuesday, September 08, 2020

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's August 26, 2020 determination letter (attached)

All public meetings are available via GoTo Meeting conference call and net meeting.  
Interested parties may join by dialing in as follows:

**Meeting URL:** <https://www.gotomeet.me/711-336-741>

**To join by telephone dial:** US: +1 (312) 757-3121

**Meeting ID:** 711-336-741

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Regular Meeting  
5:00 PM

- I. Statement by Mayor Regarding No Anchor Location Due to Substantial Risk to Health and Safety
  1. [No](#) Anchor Site Determination Letter
- II. Call to Order
- III. Roll Call
- IV. Agenda Items
  1. [Consideration](#) and Possible Action to authorize the Mayor to enter into the Indemnification Agreement with N Brockbank Investments, LLC related to the annexation proposal which was the subject of the July 9, 2020 Resolution of Intent to Annex in a form approved by the Town Attorney.
  2. [Consideration](#) and Possible Action to authorize the Mayor to rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement which was authorized by the Town Council on July 9, 2020, in a form approved by the Town Attorney.
  3. [Consideration](#) and Possible Action on a Resolution Indicating the Town of Hideout's Intent to Annex property in the vicinity of Richardson Flats across county lines which includes parcels SS-87-B-X, SS-125, SS-125-C, PP-28-A and portions of SS-86, SS-87 and SS-88 (as depicted and described in Richardson Flats Annexation Sht 1 and Sht 2). The legal description of the area is listed on the attached Resolution.
  4. [Consideration](#) and Possible Action to authorize the Mayor to enter into a Pre-Annexation Agreement with N Brockbank Investments, LLC related to a possible annexation of land owned by N Brockbank Investments, LLC in the vicinity of Richardson Flat described in the Resolution Indicating the Town of Hideout's Intent to Annex (Item #3 above) considered September 8, 2020 in a form approved by the Town Attorney.
- V. Meeting Adjournment

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

**HIDEOUT TOWN COUNCIL**

10860 N. Hideout Trail

Hideout, UT 84036

Phone: 435-659-4739

Posted 9/07/2020



August 26, 2020

DETERMINATION REGARDING CONDUCTING TOWN OF HIDEOUT PUBLIC MEETINGS  
WITHOUT AN ANCHOR LOCATION

The Mayor of the Town of Hideout hereby determines that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location pursuant to Utah Code section 52-4-207(4) and Hideout Town Ordinance 2020-03. The facts upon which this determination is based include: The percent and number of positive COVID-19 cases in Utah has been significantly higher since May 27, 2020. The seven day average of cases has been over 300 since June 5, 2020. COVID-19 patients in Utah hospitals have increased during the same time period. Hideout is located in Wasatch County and is a close neighbor of Summit County, which have the fourth and fifth highest number of cases per capita in the state.

This meeting will not have a physical anchor location. All attendees will connect remotely. All public meetings are available via ZOOM conference call and net meeting. Interested parties may join by dialing in as follows:

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

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

**Meeting ID:** 4356594739

Additionally, comments may be emailed to the Town Clerk [afairbourne@hideoututah.gov](mailto:afairbourne@hideoututah.gov).

This determination will expire in 30 days on September 25, 2020.

BY:

Mayor Philip Rubin

ATTEST:

Alicia Fairbourne, Town Clerk



## **INDEMNIFICATION AGREEMENT**

N Brockbank Investments, LLC or assigns (“Brockbank”) and the Town of Hideout (“Town”) hereby enter into this Indemnification Agreement (“Agreement”) as more fully specified below. The Town and Brockbank are each a “Party” to this Agreement, together they are the “Parties” hereto.

### **RECITALS**

WHEREAS, Brockbank owns or has, or will have, the right to purchase approximately 655 acres of properties, Tax ID Nos. Part of SS-88, Part of SS-87, PP-28-A, SS-87-B-X, SS-86, PP-28-2, PP-28-1, SS-125-C, SS-125, (“the Properties”) that are not currently within the boundaries of the Town;

WHEREAS, the Town adopted Resolution 2020-5, a Resolution of Intent, on July 9, 2020 to consider initiating an annexation that would include the Properties;

WHEREAS, the Town voted to authorize the Mayor to enter into a Pre-Annexation, Development, and Reimbursement Agreement on July 9, 2020 with N Brockbank Investments, LLC which included protection against creating financial burdens to the Town, which was entered into on July 14, 2020.

WHEREAS, a Complaint and Petition for Declaratory Injunctive Relief was filed by Summit County on July 31, 2020 against the Town of Hideout related to actions taken at, but not limited to, the July 9, 2020 Public Meeting, and the litigation is ongoing;

WHEREAS, the Town held numerous Public Meetings and Planning Commission Meetings related to the annexation initiated by the July 9, 2020 Resolution of Intent in its review, evaluation and consideration of the annexation;

WHEREAS, the Town repealed Resolution 2020-5, the July 9, 2020 Resolution of Intent, on August 14, 2020;

WHEREAS, the Town is considering rescinding the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement on September 8, 2020;

WHEREAS, Brockbank acknowledged that in order for the Town to consider initiating the July 9, 2020 annexation, the Town needed to assure itself that the annexation of the Properties and any development of the proposed annexation area would not create any financial burdens on the existing and planned residents of the Town nor on the municipal government of the Town;

WHEREAS, the Town Council of the Town of Hideout (“Town Council”) considered this Agreement at a public meeting on September 8, 2020 and voted to approve this Agreement and authorize the Mayor of the Town of Hideout (“Mayor”), to execute the same on behalf of the Town, and to take all of the steps necessary to implement this Agreement;

WHEREAS, Brockbank has no right to direct Hideout's litigation strategy, outcome of the litigation, or other strategic decisions.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises, and other for good and valuable consideration Brockbank and the Town agree to the following:

### TERMS

1. Recitals Incorporated. The foregoing recitals are incorporated into, and made part of, the Parties' agreement.

2. Town Costs. Brockbank shall pay all reasonable and actual costs incurred by the Town in evaluating and pursuing the annexation which was initiated by the July 9, 2020 Resolution of Intent. These costs shall include, but are not limited to, attorney's fees, planning/engineering/financing consultants, noticing fees and all other costs reasonably related to implementing the intended purposes of the July 9, 2020 Resolution of Intent and the July 14, 2020 Pre-annexation, Development, and Reimbursement Agreement. Brockbank shall pay all such costs to the Town within thirty (30) days after receiving a monthly invoice from the Town together with such supporting documentation as may reasonably be required.

3. Default. If either Party defaults in the performance of its obligations hereunder, which default is not cured within fifteen (15) days after receiving written notice, then in connection with litigation which may be commenced, the non-breaching Party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such non breaching Party in connection with such proceeding, including reasonable attorney's fees. Nothing in this Agreement shall be deemed to waive or modify any of the protections of the Governmental Immunity Act of Utah.

4. Successors. The obligations of the Parties set forth herein shall be binding on the Parties and their successors and assigns, but shall not create any rights in and/or obligations to any person or parties other than the Parties.

Dated this \_\_\_\_ day of September, 2020

Town of Hideout

By: \_\_\_\_\_  
Hon. Phil Rubin, Mayor

N Brockbank Investments, LLC

By: \_\_\_\_\_  
Its Manager

Attest:

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Town Clerk

Approved as to form:

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Town Attorney

## RESCINDING OF THE JULY 14, 2020 PRE-ANNEXATION, DEVELOPMENT, AND REIMBURSEMENT AGREEMENT

N Brockbank Investments, LLC or assigns (“Brockbank”) and the Town of Hideout (“Town”) hereby enter into this “Rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement” as more fully specified below. The Town and Brockbank are each a “Party” to this Agreement, together they are the “Parties” hereto.

### RECITALS

WHEREAS, the Town considered and authorized the Mayor to enter into a Pre-Annexation, Development, and Reimbursement Agreement on July 9, 2020;

WHEREAS, Brockbank and the Town entered into a Pre-Annexation, Development, and Reimbursement Agreement on July 14, 2020;

WHEREAS, the Town repealed Resolution 2020-5, the July 9, 2020 Resolution of Intent, on August 14, 2020;

WHEREAS, a Complaint and Petition for Declaratory Injunctive Relief was filed by Summit County on July 31, 2020 against the Town of Hideout related to actions taken, but not limited to, at the July 9, 2020 Public Meeting, and the litigation is ongoing;

WHEREAS, the Town Council of the Town of Hideout (“Town Council”) considered the rescinding of the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement at a public meeting on September 8, 2020 and voted to approve this Rescinding and authorize the Mayor of the Town of Hideout (“Mayor”), to execute the same on behalf of the Town.

Now, therefore, in consideration of the foregoing Recitals, Brockbank and the Town agree to Rescind the July 14, 2020 Pre-Annexation, Development, and Reimbursement Agreement.

Dated this \_\_\_\_ day of September, 2020

Town of Hideout

N Brockbank Investments, LLC

By: \_\_\_\_\_  
Hon. Phil Rubin, Mayor

By: \_\_\_\_\_  
Its Manager

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to Form:

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Town Attorney



**TOWN OF HIDEOUT, UTAH**

Resolution No. 2020-\_\_\_\_\_

**A RESOLUTION INDICATING INTENT TO ANNEX**

WHEREAS, on or about August 22, 2019, the Town of Hideout amended and revised its annexation policy plan and its expansion area map; and

WHEREAS, the current annexation policy plan and expansion area include land located within both Wasatch County and Summit County; and

WHEREAS, the Town of Hideout is considering the possible annexation of the real property described on **Exhibit A** attached hereto; and

WHEREAS, Utah Code § 10-2-418(3), allows a municipality to annex real property;

WHEREAS, Utah Code § 10-2-418(6)(a) allows a municipality to adopt a resolution indicating a municipal legislative body's intent to annex certain real property.

WHEREAS, relevant portions of Utah Code § 10-2-418 are in effect until October 19, 2020;

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hideout, Utah, as follows:

**Section 1 – Recitals Incorporated.** The foregoing recitals are hereby incorporated into this Resolution as findings of fact.

**Section 2 – Intent to Annex.** Pursuant to Utah Code § 10-2-418(6)(a), the Town Council hereby declares its intent to annex the real property describe on **Exhibit A** attached hereto.

**Section 3 – Public Hearing.** Prior to adopting an ordinance approving the annexation of the real property described on **Exhibit A**, the Town Council will hold a public hearing, as provided for in Utah Code § 10-2-418(6)(b), at which members of the public and affected entities will have an opportunity to participate and provide comment.

**Section 4 – Mayor to Provide Notice.** The Mayor is hereby directed to provide notice of the public hearing contemplated by Section 3. The Mayor shall determine the date of the public hearing, which shall be not less than thirty (30) days following the passage of this Resolution. The Mayor shall ensure that notice of the public hearing conforms to the requirements and processes set forth in Utah Code §§ 10-2-418(7) and 418(8).

**Section 5 – Effective Date.** This Resolution will be effective immediately upon adoption by the Town Council.

WHEREFORE, Resolution 2020-\_\_\_\_\_ has been Passed and Adopted by the Town of Hideout on September \_\_\_\_\_, 2020.

**TOWN OF HIDEOUT**

\_\_\_\_\_  
Philip Rubin, Mayor

Attest:

\_\_\_\_\_  
Alicia Fairbourne, Town Clerk



RICHARDSON FLATS ANNEXATION TO TOWN OF HIDEOUT

SURVEYORS CERTIFICATE

I, David E. Hawkes do hereby certify that I am a Professional Land Surveyor, and that I hold certificate Number 356548 in accordance with Title 59, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of the RICHARDSON FLAT ANNEXATION TO THE TOWN OF HIDEOUT, is a true and accurate representation of data compiled from a survey made by me, and that the same is in accordance with the laws of the State of Utah. I am a duly Licensed Professional Land Surveyor, and the records of my survey are on file with the Summit County Surveyor/Recorder, and records on file with the Wasatch County and Summit County Recorder's Offices, and in accordance with Section 17-23-20 of the Utah State Code.

NARRATIVE:

Boundary Consultants was retained by Western States Ventures to prepare an Annexation Plat of the Subject Parcel for Annexation in to the Town of Hideout, Wasatch County, Utah.

This Plat has been created from a Record of Survey prepared by Boundary Consultants and certified by David E. Hawkes, filed in the offices of the Wasatch and Summit County Surveyors.

The stem portion of this plat which connects the Summit County Parcels to the town of Hideout, is a portion of the SR-248, the undeveloped roadway on that portion of Richardson Flat Road (F.A.P. 93-B) lying and situate in Wasatch County. For example, at the junction with Brown's Canyon Road where the center line of the SR-248 is in a spiral curve, the westerly curve defining the northerly right of way was extended through the intersection.

This survey was carried out using a Trimble RRS GPS System, with ground distances being determined by the Utah VRS System and no collaboration. Basis of Bearing for this survey is NORTH as determined by said VRS.

All Section Corners depicted herein have been found and measured. The depicted which falls on the North-South Center Quarter Section Line. We did not find a filed Record of Survey that depicts how that corner was set but we are honoring it as the Center Quarter Corner.

The Wasatch County - Summit County Line forms the Eastern and Southern perimeter boundary of the subject parcels. A number of County Monuments were found, as shown hereon, with those areas where no monumentation was found being proportioned between found monuments. The retrocement of the County Line was done with the found monuments depicted herein and that particular line was extended to the County Line filed as Entry 12/5/1938 in the Office of the Summit County Recorder.

OWNER'S AFFIDAVIT

The undersigned owner(s) of the herein described tract of land, having caused the same to be annexed to the Town of Hideout.

Signed this \_\_\_\_ day of \_\_\_\_ 2020.

NB 248 LLC, a Delaware Limited Liability Company  
By Nathan A. Brookbank, Manager

Sticking Mayflower Mountain Funds, a Netherlands association  
By Sticking Better Mayflower Project, its Manager  
By Craig C. Coburn, Attorney-in-Fact/Agent

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF } s.s.

On the \_\_\_\_ day of \_\_\_\_ 2020, personally appeared before me Nathan A. Brookbank, who acknowledged himself to be the Manager of NB 248 LLC, a Delaware limited liability company, and that he, as such Manager, being duly sworn, and so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public  
My Commission Expires

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF } s.s.

On the \_\_\_\_ day of \_\_\_\_ 2020, personally appeared before me Craig C. Coburn, who acknowledged himself to be the Attorney-in-Fact/Agent of Sticking Better Mayflower Project, Manager of Sticking Mayflower Mountain Funds Association, and that he, as such Attorney-in-Fact/Agent, being duly sworn, and so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public  
My Commission Expires

TOWN OF HIDEOUT ACCEPTANCE

I hereby certify that this plat of addition to the corporate limits of the Town of Hideout was accepted by the Mayor and the City Council of Hideout, Wasatch County, Utah, by an ordinance passed on the \_\_\_\_ day of \_\_\_\_ 2020.

In witness whereof I hereby unto set my hand and affix the corporate seal of the Town of Hideout.

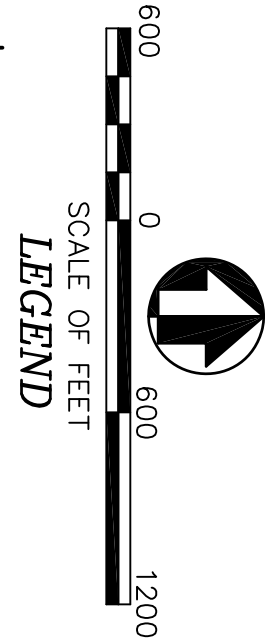
Approved this \_\_\_\_ day of \_\_\_\_ 2020.

Mayor  
City Recorder

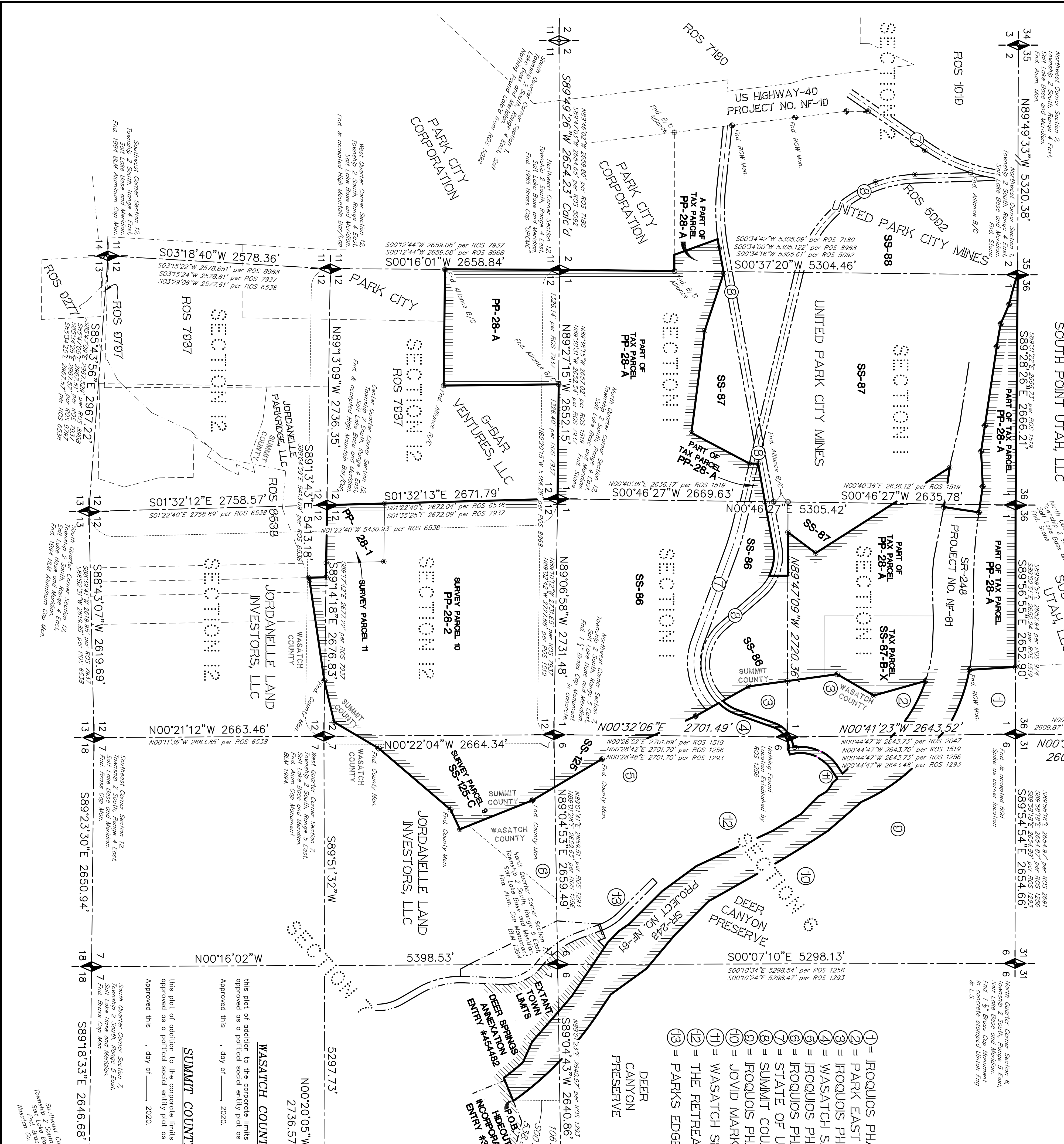
SUMMIT COUNTY RECORDER

ENTRY NUMBER  
FEE PAID  
FILED FOR RECORD AND RECORDED THIS  
DAY OF  
OFFICIAL RECORDS.

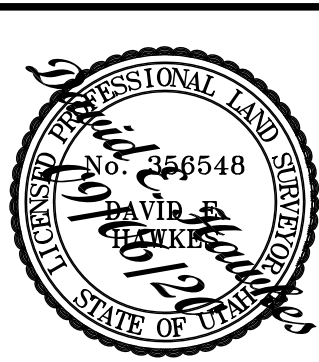
SUMMIT COUNTY RECORDER



- 1 = RIOQUIOS PHASE 3 AMENDED
- 2 = PARK EAST A BUSINESS PARK
- 3 = RIOQUIOS PHASE 4 AMENDED
- 4 = WASATCH SPRINGS PHASE 1
- 5 = RIOQUIOS PHASE 5A AMENDED
- 6 = RIOQUIOS PHASE 6 AMENDED
- 7 = STATE OF UTAH
- 8 = SUMMIT COUNTY
- 9 = RIOQUIOS PHASE 2
- 10 = JOVUD MARK SUBDIVISION
- 11 = WASATCH SPRINGS PHASE 2
- 12 = THE RETREAT AT JORDANELLE, D
- 13 = PARKS EDGE SUBDIVISION



Summit County Surveyor  
this plat of addition to the corporate limits of the Town of Hideout is hereby approved as a political social entity plat as required by Utah Code 17-23-20.  
Approved this \_\_\_\_ day of \_\_\_\_ 2020.



DATE: 09-06-20  
SCALE: 1"=600'  
PROJECT NUMBER: 1305037

ANNEXATION PLAT OF SUMMIT COUNTY TAX PARCELS  
SS-87-B-X, SS-125, SS-125-C, PP-28-1, PP-28-A  
AND PORTIONS OF TAX PARCELS SS-86, SS-87, SS-88  
LYING AND SITUATE IN THE SECTIONS 1, 2, 6, 7 & 12 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH & SECTIONS 6 & 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT & WASATCH COUNTIES, UTAH

Boundary Consultants  
Professional Land Surveyors  
5554 West 2425 North, Hooper, Utah  
801-792-1569  
dave@boundaryconsultants.biz

DESIGNED	DEH
DRAFTED	DEH
CHECKED	MGD

SHEET 1  
OF 2







## PRE-ANNEXATION AGREEMENT

N Brockbank Investments, LLC or assigns (“Brockbank”) and the Town of Hideout (“Town”) hereby enter into this Pre-Annexation Agreement (“Agreement”) as more fully specified below. The Town and Brockbank are each a “Party” to this Agreement, together they are the “Parties” hereto.

### RECITALS

WHEREAS, Brockbank owns or has the right to purchase, to the extent there are any properties where the option has not yet been executed, approximately 655 acres of properties, Tax ID Nos. SS-87-B-X, SS-125, SS-125-C, PP-28-A and portions of SS-86, SS-87 and SS-88 (“the Properties”), as more particularly described on Exhibit A hereto, that are not currently within the boundaries of the Town;

WHEREAS, the Town is considering initiating an annexation that would include the Properties;

WHEREAS, Brockbank does not intend to file a petition for annexation, but is willing to consent to, or obtain the required consents for, the Town’s proposed annexation;

WHEREAS, if the Properties are annexed into the Town, Brockbank proposes to develop the Properties, under the Town’s jurisdiction, into a master planned community as conceptually illustrated on Exhibit B hereto which is intended to be named “Hideout West”;

WHEREAS, Brockbank acknowledges that the Town’s planning and engineering staff will be an integral part of designing and implementing the plan for Hideout West;

WHEREAS, Brockbank acknowledges that in order for the Town to consider initiating an annexation, the Town must assure itself that the annexation of the Properties and any development of Hideout West will not create any financial burdens on the existing and planned residents of the Town or on the municipal government of the Town;

WHEREAS, in addition to providing consent for the Town’s annexation of the Properties, Brockbank is willing to negotiate an Annexation and Master Development Agreement (“AMDA”) with the Town which will specify the terms specific to the annexation of the Properties into Hideout and the development of Hideout West; and

WHEREAS, the Town Council of the Town of Hideout (“Town Council”) considered this Agreement at a public meeting on September 8, 2020 and voted to approve this Agreement and authorize the Mayor of the Town of Hideout (“Mayor”), to finalize and execute the same on behalf of the Town to the extent there are any revisions that have to be made after approval by the Town Council., and to take all of the steps necessary to implement this Agreement.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises,

and for other good and valuable consideration, Brockbank and the Town agree to the following:

## TERMS

1. Recitals Incorporated. The foregoing recitals are incorporated into, and made part of, the Parties' agreement.

2. Town's Investigations. The Town will take the measures deemed by the Mayor to be necessary and appropriate in determining whether the proposed annexation of the Properties will be beneficial to the Town. Without limitation, the Town's investigations may involve communications with Wasatch County, Summit County, the Military Installation Development Authority ("MIDA"), and other governmental entities.

3. Process. In connection with the Mayor's investigations of whether the annexation of the Properties will benefit the Town, the Town's legislative body ("Town Council") may, after complying with all required processes and notices, pass a resolution under Utah Code § 10-2-418(6)(a) indicating the Town Council's intent to annex the Properties. The Mayor may continue investigations regarding the benefits of annexing the Properties even if the Town Council adopts such a resolution and continues to follow the statutory annexation process. The Town Council's approval of this Agreement shall not be deemed approval of a resolution under Utah Code § 10-2-418(6)(a).

4. Legislative Discretion. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), the Town Council may thereafter hold a hearing at which the Town Council may approve the annexation. The Parties acknowledge that the Town Council will not hold a hearing to approve the annexation unless the Parties have agreed to the terms and conditions of an Annexation Master Development Agreement ("AMDA"). Further, the Parties agree that the Town Council has legislative discretion regarding whether to approve the annexation and this Agreement does not purport to bind that discretion. This Agreement does not purport to create any commitment, representation, or warranty that the Town Council will pass a resolution under Utah Code § 10-2-418(6)(a) or ordinance under Utah Code § 10-2-418(9) or that any proposed annexation of the Properties into the Town's municipal boundaries will be successful.

5. Zoning. If the Properties are annexed into the Town, the Town will designate zoning for the Properties as approved by the Town Council. The Parties anticipate that the Town Council will approve zoning which will allow Brockbank to develop Hideout West as generally contemplated in an AMDA. The concept plan contemplated on Exhibit B is non-binding, and this Agreement does not guaranty a specific zone for the Properties or specific density for the Properties and does not bind the future legislative discretion of the Town Council. Brockbank and the Town intend that both Parties will act in good faith concerning the annexation and development of the Properties and the negotiation of an AMDA.

6. Design. The Parties contemplate that any AMDA for Hideout West identify proposed densities, uses, and other matters essential for development of the Properties. The AMDA will provide for input from the Town's Planning Commission and Town Council with

respect to the design for Hideout West. Further, the Parties intend that the AMDA will contain provisions identifying the Town's ongoing ability to have oversight input in the design of Hideout West as it evolves over time based on market and other forces. The Parties contemplate that this ongoing oversight will be implemented with some degree of flexibility with respect to the design, and would allow Brockbank to make certain changes within specified and agreed-upon parameters as a matter of right but allow the Town to retain control with respect to any proposed changes that may exceed the agreed-upon parameters.

7. No Representations or Warranties. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), then the Town will thereafter follow the statutory process for the annexation of the Properties so that the Town can consider the annexation. However, the Town makes no commitment, representation, or warranty regarding the timing of the annexation process, whether the Town Council will adopt a resolution under Utah Code § 10-2-418(6)(a), or an ordinance under Utah Code § 10-2-418(9), whether the Town Council will thereafter vote to approve the annexation, whether the annexation process will be challenged by third-parties, or whether any such challenge will be successful.

8. Consent. Brockbank shall consent to the Town's annexation of the Properties, or shall obtain the consent of the fee owners of the Properties. The Parties understand that the annexation is subject to the Parties entering into a mutually acceptable AMDA.

9. Approval of AMDA. If the Town Council adopts a resolution under Utah Code § 10-2-418(6)(a), the Town and Brockbank will both work cooperatively to negotiate a mutually agreeable AMDA and present the same to the Town Council for consideration.

10. Public Infrastructure. Brockbank and the Town intend that the public infrastructure in Hideout West will be completed using one or a combination of the following mechanisms: Assessment Areas, Public Infrastructure District(s), and/or Impact Fees (consisting of service areas separate from the remainder of the Town). The Parties agree that no modification of any existing or future impact fees facility plan related to areas not including the Properties will be made in connection with the construction of infrastructure for the Properties. Further, the operation and maintenance of any such public infrastructure in Hideout West is intended to be financed in such a way as to not impose a burden on the remainder of the residents or property owners within the Town.

11. Town Costs. Brockbank shall pay all reasonable and actual costs incurred by the Town in evaluating and pursuing the annexation, creating the final concept plan and drafting/negotiating the AMDA. These costs shall include, but are not limited to, attorney's fees, planning/engineering/financing consultants, noticing fees and all other costs reasonably related to implementing the purposes of this Agreement. Brockbank shall pay all such costs to the Town within thirty (30) days after receiving a monthly invoice from the Town together with such supporting documentation as may reasonably be required. Brockbank also agrees to indemnify and hold the Town and its employees, officers, elected officials, representatives, and other agents harmless from and against any claims, costs, damages, expenses, injuries, lawsuits, liabilities, or other losses (including court costs and attorney's fees) incurred by, or asserted against, the Town or its employees, officers, elected officials, representatives, and other agents as a result of, or in

any way relating to, the Town taking any action pertaining to the annexation of the Properties. Without in any way limiting the foregoing, and by way of example only, the foregoing indemnification provision shall apply to costs incurred by the Town in connection with the defense of any challenge to the Town's adoption of an ordinance annexing the Properties or any challenge to the Town taking action in furtherance thereof.

12. Term. If the Town Council has not voted to approve the annexation of the Properties into the Town with a mutually acceptable AMDA by December 31, 2020 then either Party may terminate this Agreement except that any obligations of Brockbank to make any payments incurring or arising under the preceding Section before December 31, 2020 shall survive the termination.

13. Default. If either Party defaults in the performance of its obligations hereunder, which default is not cured within fifteen (15) days after receiving written notice, then in connection with litigation which may be commenced, the non-breaching Party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurring by such non breaching Party in connection with such proceeding, including reasonable attorney's fees. Nothing in this Agreement shall be deemed to waive or modify any of the protections of the Governmental Immunity Act of Utah.

14. Successors. The obligations of the Parties set forth herein shall be binding on the Parties and their successors and assigns, provided that Brockbank may not assign the obligations hereunder without the Town's written consent except to a person or entity that acquires the Properties. Except for the foregoing, this Agreement shall not create any rights in and/or obligations to any person or parties other than the Parties

Dated this \_\_\_\_ day of September, 2020

Town of Hideout

N Brockbank Investments, LLC

By: \_\_\_\_\_  
Hon. Phil Rubin, Mayor

By: \_\_\_\_\_  
Its Manager

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to Form:

\_\_\_\_\_  
Town Attorney



**EXHIBIT A**  
**(Description of the Properties)**





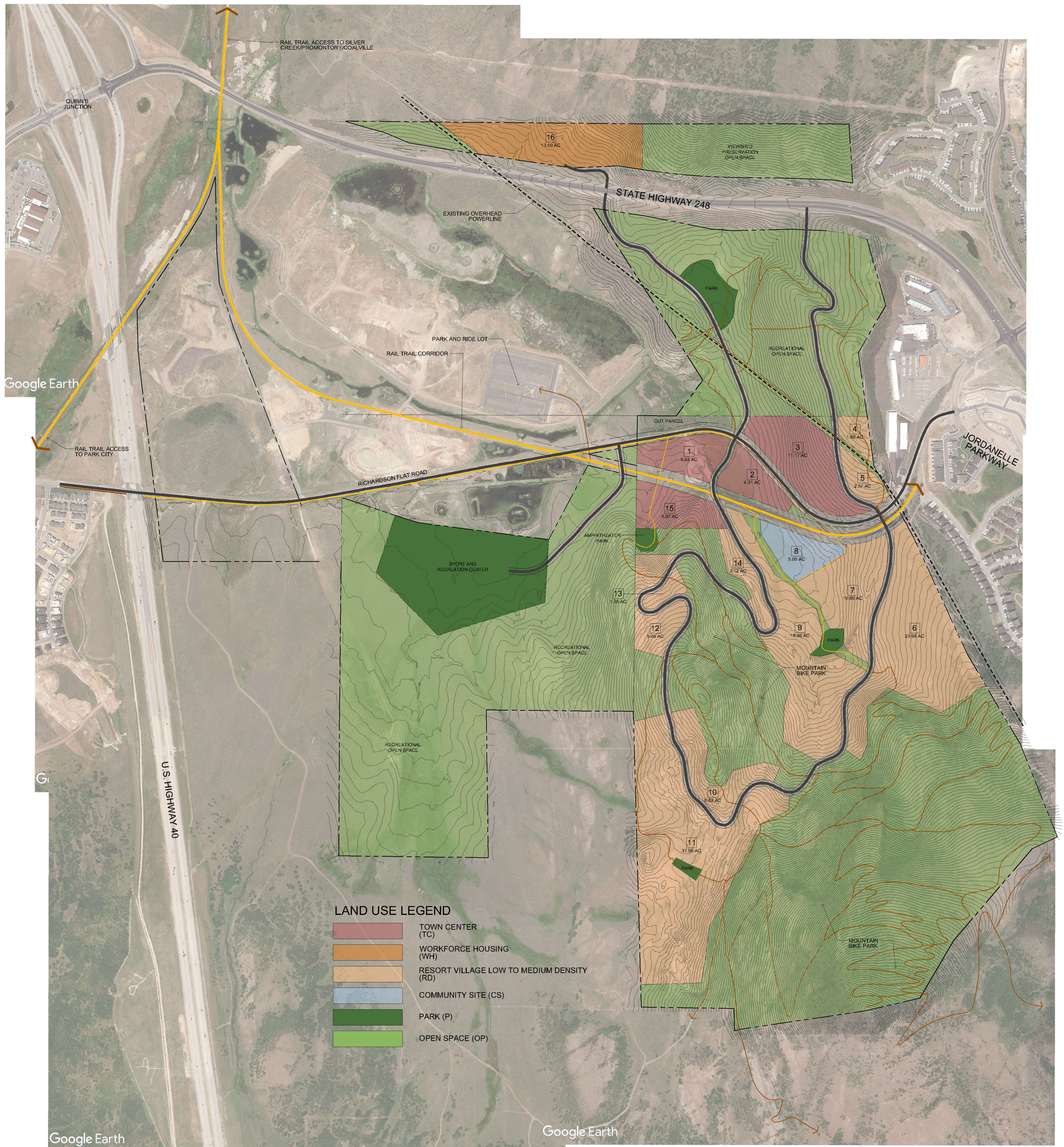






**EXHIBIT B**  
**(Current Concept Plan)**





# RICHARDSON

## COMMUNITY LAND USE PLAN

SEPTEMBER 2020

