



# HIDEOUT, UTAH TOWN COUNCIL - WORK SESSION

## October 13, 2020

### Agenda

PUBLIC NOTICE IS HEREBY GIVEN that the Town Council of Hideout, Utah will hold a Work Session meeting for the purposes and at the times as described below on Tuesday, October 13, 2020.

This meeting will be an electronic meeting without an anchor location pursuant to Mayor Rubin's September 24, 2020 determination letter (attached).

This meeting may be viewed via YouTube Live stream at:

**YouTube.com:** <https://youtu.be/XtnOPvefVXw>

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Work Session  
6:00 PM

- I. Call to Order and Reading of Mayor Rubin's No Anchor Site Determination Letter
    1. Mayor Rubin's No Anchor Site Determination Letter
  - II. Roll Call
  - III. Agenda Items
    1. Discussion and Consideration of Public Input from the 10/12/2020 Public Hearing
    2. Review and Possible Modification of AMDA and Concept Plan
  - IV. Closed Executive Session - Discussion of pending or reasonably imminent litigation, personnel matters, and/or sale or acquisition of real property as needed
  - V. Meeting Adjournment
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Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Mayor or Town Clerk at 435-659-4739 at least 24 hours prior to the meeting.

#### **HIDEOUT TOWN COUNCIL**

10860 N. Hideout Trail  
Hideout, UT 84036  
Phone: 435-659-4739  
Posted 10/12/2020



September 24, 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 over 5% of those tested since May 27, 2020. The seven-day average of cases has been over 200 since May 27, 2020. COVID-19 patients in Utah hospitals has been significant during the same time period.

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

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

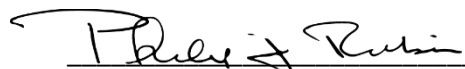
**To join by telephone dial:** US: +1 408-638-0986

**Meeting ID:** 4356594739

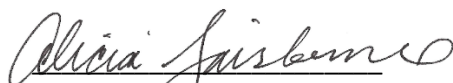
Additionally, comments may be emailed to the Town Clerk [afairbourne@hideoututah.gov](mailto:afairbourne@hideoututah.gov).

This determination will expire in 30 days on October 21, 2020.

BY:

  
Phil Rubin, Mayor

ATTEST:

  
Alicia Fairbourne, Town Clerk



**SECOND OCTOBER 13 DRAFT**

**~~Redlined with comments and suggestions from Mayflower and a few other clarifications~~**  
**BRB AND MF redlines accepted then redlined with major points for discussion at Council**

**10/14~~3~~/20**

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

October \_\_, 2020

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**Not yet created – ignore for now**

**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 they 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.

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 (2017) and Section ~~10.03.501~~1.06.050 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” - “H” 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. **AMDA** means this Annexation and Master Development Agreement including all of its Exhibits.

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

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

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

1.2.7. **Claim** means all losses or claims for bodily injury or property damage

arising from a failure by Master Developer to properly manage and handle the Impacted Soils, if any, encountered during site disturbance on the Property in material compliance with applicable environmental laws and regulations.

- 1.2.8. **Code** means the Land Use Code of the Town.
- 1.2.9. **Commercial Projects** means the non-residential Developments allowed in various Development Areas pursuant to the Zoning of those Development Areas.
- 1.2.10. **Commercial Projects Estimated Size** means the Development of approximately ~~\_\_\_\_\_~~ ninety five thousand (95,000) square feet of Commercial Projects within those Development Areas as designated on the Concept Plan and the Zoning Map.
- 1.2.11. **Concept Plan** means that plan for the Development of the Project attached as Exhibit “B”.
- 1.2.12. **Council** means the elected Town Council of the Town.
- 1.2.13. **Default** means a material breach of this AMDA as specified herein.
- 1.2.14. **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.
- 1.2.15. **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.
- 1.2.16. **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.

- 1.2.17. **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.
- 1.2.18. **Development Areas** means those areas specified for different types of Development on the Concept Plan and the Zoning Map.
- 1.2.19. **Environmental Condition** means any adverse environmental condition that arises out of any Development of the Property.
- 1.2.20. **HOA** means a homeowners association or associations to be created for portions or all the Project.
- 1.2.21. **Impacted Soils** means any soils that are impacted by mine tailings from the Operable Unit 1 of the Richardson Flat Tailings Superfund Site.
- 1.2.22. **Indemnified Town Parties** means the Town, its Council Members, Mayor, employees, agents, officers, successors, and assigns.
- 1.2.23. **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.
- 1.2.24. **Master Developer** means NB 248, L.L.C., a Delaware limited liability Company, and its assignees or transferees as permitted by this AMDA.
- 1.2.25. **Maximum Residential Units** means the Development on the Property of seven-six hundred fifty-six (~~756600~~) Residential Dwelling Units.

- 1.2.26. **Notice** means any notice to or from any party to this AMDA that is either required or permitted to be given to another party.
- 1.2.27. **Owners** means, collectively, Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.
- 1.2.28. **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)(v7) (2020).
- 1.2.29. **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.
- 1.2.30. **Parties** means the Town, Owners and Master Developer collectively and, depending upon the context, **Party** means any of the Parties in that entities individual capacity.
- 1.2.31. **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.
- 1.2.32. **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".
- 1.2.33. **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.

- 1.2.34. **Purchase Contract** means the Contract between Owners and a party related to Master Developer for the acquisition of the Property.
- 1.2.35. **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 ~~T~~ownhome configuration.
- 1.2.36. **Town** means the Town of Hideout, a political subdivision of the State of Utah.
- 1.2.37. **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.
- 1.2.38. **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".
- 1.2.39. **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.
- 1.2.40. **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











































































