

TOWN OF HIDEOUT, UTAH

Ordinance No. 2018- 03

AN ORDINANCE ANNEXING APPROXIMATELY 97.90 ACRES OF PROPERTY LOCATED WEST OF SR 248 INTO THE MUNICIPAL LIMITS OF THE TOWN OF HIDEOUT, UTAH, AND APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE ANNEXED PROPERTY

WHEREAS, the owners of certain parcels of real property as described below and identified on **Exhibit A** ("**Property**") adjacent to the Town of Hideout have petitioned to be annexed into the Town of Hideout or have joined such petition; and

WHEREAS, Western States Ventures, LLC ("**Developer**"), intends to develop the Property as a residential subdivision to be known as Deer Springs ("**Subdivision**")

WHEREAS, the Property consists of approximately 97.80 acres and is located adjacent to, and northwest of, the current municipal boundaries; and

WHEREAS, the Town Council accepted the petition for further consideration at a duly noticed public meeting of the Town Council held on January 11, 2018, and the Town Clerk subsequently certified the petition under Utah Code § 10-2-405; and

WHEREAS, the Town Council finds that the annexation of the Property is consistent with Annexation Policy Plan adopted by the Town of Hideout; and

WHEREAS, notice of the proposed annexation has been given under Utah Code § 10-2-406; and

WHEREAS, the Wasatch County Council and the Wasatch County Fire District protests to the annexation petition under Utah Code § 10-2-407; and

WHEREAS, no other protests were filed by any other person or entity having protest rights under Utah Code § 10-2-407; and

WHEREAS, the protests filed by the Wasatch County Council and the Wasatch County Fire District were subsequently withdrawn; and

WHEREAS, on June 14, 2018, after the protests were withdrawn, the Town Council held a duly noticed public hearing ("**Hearing**") to discuss the proposed annexation and heard public comment; and

WHEREAS, at the Hearing the Town Council voted to approve the annexation of the Property subject to the negotiation, and approval by the Mayor, of a *Master Development Agreement for Deer Springs Community* ("**MDA**") incorporating the public feedback received at the Hearing and which is approved by the Mayor; and

WHEREAS, the Town of Hideout and the Developer have negotiated the terms of the MDA, pursuant to which the Property will be developed and the MDA has been approved by the Mayor; and

WHEREAS, a fully executed copy of the approved MDA is attached hereto as **Exhibit B**.

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

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

Section 2 – Property. The Property which is subject to the annexation petition consists of Wasatch County Parcel Nos. 00-0007-2004, 00-0013-6221, 00-0007-1964, and 00-0020-3848.

Section 3 – Approval of Petition. The Town Council approves the petition to annex the Property, as identified on **Exhibit A**, into the Town of Hideout, subject to the following terms and conditions:

3.1 – Zone. Notwithstanding anything in the Town Code to the contrary, the Town Council determines that good cause exists for the Property to be included within the "Mountain Zone" as that term is identified in Section 11.01.101 et seq. of the Town Code.

3.2 – Planned Performance Development. The Subdivision to be developed on the Property will be designated as a "Planned Performance Development" as that term is used identified in Section 11.07.124 of the Town Code.


3.3 – MDA. The MDA shall be recorded against the Property and shall run with the land and the terms and conditions thereof shall be binding on the Property, all subdivided portions thereof, and the owners of the Property according to its terms.

Section 4 – Conditions. This Ordinance, and the annexation identified herein, will become effective only when the following conditions are satisfied: (a) the MDA, in substantially the form set forth in **Exhibit B** hereto, is recorded against the Property; and (b) all items required to be filed with the Lieutenant Governor of the state of Utah under of Utah Code § 10-2-425 have been filed, and all documents required to be recorded under such section have been recorded, and all other requirements of such section have been satisfied.

Section 5 – Effective Date. This Ordinance will be effective when it has been published, as provided by law, and all the Conditions set forth in Section 4 have been satisfied.

WHEREFORE, Ordinance 2018-02 has been **Passed** and **Adopted** by the Town of Hideout.

TOWN OF HIDEOUT


Philip Rubin, Mayor

Attest:

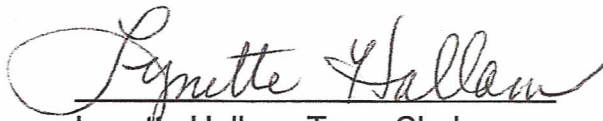

Lynette Hallam, Town Clerk

EXHIBIT A

(Description of Annexation Property)

EXHIBIT B

(Master Development Agreement for Deer Springs Community)



Ent 454480 Bk 1229 Pg 1383-1386
Date: 06-AUG-2018 3:56:52PM
Fee: None Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
TOWN OF HIDEOUT, dated June 14th, 2018, complying with Section 10-2-425, Utah
Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to TOWN OF HIDEOUT, located
in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 16th day of
July, 2018 at Salt Lake City, Utah.

SPENCER J. COX
Lieutenant Governor

A parcel of land lying and situate in Section 7, and the South Half of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said 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°04'46" West 2094.25 feet to a point on the southwesterly Right of Way line of SR 248 and the True Point of Beginning:

Thence the following three (3) courses coincident with said right of way

1) South 48°59'43" East 465.48 feet; 2) South 65°52'29" East 259.50 feet to a point of curvature; 3) Southerly 286.49 feet along the arc of a 3709.27 foot radius curve to the right (center bears South 48°39'09" West) through a central angle of 04°25'31"; Thence departing said right of way North 66°35'25" East 71.73 feet to a point on the extant corporate limits of Hideout Town;

Thence the following three (3) courses coincident with said corporate limits

1) South 23°24'35" East 1340.24 feet; 2) South 25°29'35" East 538.64 feet; 3) South 26°23'32" West 505.11; ; Thence the following ten (10) courses coincident with Tax Parcel 00-0007-2004 and the prolongation thereof,

1) North 88°03'26" West 366.84 feet; 2) North 11°18'22" East 459.43; 3) North 81°59'52" West 8.62 feet; 4) North 78°32'09" West 38.85 feet; 5) North 89°38'58" West 53.64 feet; 6) North 81°33'13" West 326.73 feet; 7) North 83°24'39" West 154.75 feet; 8) North 85°09'53" West 155.77 feet; 9) South 00°34'00" West 516.71 feet; 10) North 88°02'03" West 850.24 feet to the easterly right of way line of Jordanelle Parkway; Thence the following eight (8) courses, coincident with the easterly right of way line of said Parkway, 1) North 62°53'59" East 171.88 feet to a point of curvature; 2) Northerly 973.14 feet along the arc of a 598.69 foot radius curve to the left (center bears North 27°06'01" West) through a central angle of 93°07'52" to a point of tangency; 3) North 30°13'53" West 228.80 feet to a point of curvature; 4) Northerly 528.29 feet along the arc of a 930.37 foot radius curve to the right (center bears North 59°46'07" East) through a central angle of 32°32'03" to a point of tangency; 5) North 02°18'10" East 427.16 feet to a point of curvature; 6) Northerly 99.71 feet along the arc of a 741.78 foot radius curve to the left (center bears North 87°41'50" West) through a central angle of 07°42'07" to a point of compound curvature; 7) Northwesterly 437.16 feet along the arc of a 537.50 foot radius curve to the left (center bears South 84°36'03" West) through a central angle of 46°35'59" to a point of reverse curvature; 8) Northwesterly 438.88 feet along the arc of a 1005.37 foot radius curve to the right (center bears North 38°00'07" East) through a central angle of 25°00'42"; Thence departing said right of way North 62°56'24" East 48.90 feet along a radial line to a point on the westerly boundary of Tax Parcel 00-0013-6221; Thence the following five (5) courses coincident with the perimeter of said parcel 1) Northwesterly 106.28 feet along the arc of a 955.37 foot radius curve to the right (center bears North 62°56'24" East) through a central angle of 06°22'27" to a point of tangency; 2) North 20°41'09" West 282.00 feet; 4) North 69°08'44" East 50.00 feet; 5) South 20°41'09" East 87.08 feet; 6) North 45°03'33" East 105.29 feet to a point on the westerly right of way of SR-248; Thence the following two (2) courses coincident with said right of way 1) South 56°09'40" East 687.17 feet; 2) South 48°59'43" East 232.71 feet to the point of beginning.

Contains 3,566,877 sq. ft. or 81.88 acres

A parcel of land lying and situate in the North Half of Section 7, and the Southeast Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the North Quarter Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°06'24" West 503.97 feet to the True Point of Beginning:

Thence North 04°23'00" East 499.65 feet coincident with the west line of Wasatch County Tax Parcel 00-0020-3848; Thence North 69°18'51" East 1.49 feet to a point on the westerly right of way line of Jordanelle Parkway; Thence following seven (7) courses, coincident with the westerly right of way line of said Parkway, 1) Southerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South 69°19'56" West) through a central angle of 00°39'54" to a point of tangency; 2) South 20°00'11" East 263.39 feet to a point of curvature; 3) Southerly 603.31 feet along the arc of a 1080.37 foot radius curve to the left (center bears North 69°59'49" East) through a central angle of 31°59'45" to a point of reverse curvature; 4) Southerly 376.16 feet along the arc of a 462.50 foot radius curve to the right (center bears South 38°00'04" West) through a central angle of 46°35'59" to a point of compound curvature; 5) Southerly 89.63 feet along the arc of a 666.78 foot radius curve to the right (center bears South 84°36'03" West) through a central angle of 07°42'07" to a point of tangency; 6) South 02°18'10" West 427.16 feet to a point of curvature; 7) Southerly 43.39 feet along the arc of a 1005.37 foot radius curve to the left (center bears South 87°41'50" East) through a central angle of 02°28'22" to a point of curvature; Thence departing said westerly right of way South 89°53'38" West 83.72 feet coincident with the south boundary of said Wasatch County Tax Parcel 00-0007-1964; Thence the following two (2) courses coincident with the west boundary of said Tax Parcel, 1) North 28°16'22" West 135.68 feet; 2) North 26°20'22" West 1114.00 feet to the point of beginning.

Contains 391,297 sq. ft. or 8.98 acres

A parcel of land lying and situate in the Southwest Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South $89^{\circ}04'46''$ West 2641.14 feet measured coincident with the south line of the Southwest Quarter of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 6, thence North $33^{\circ}23'22''$ West 638.87 feet to the True Point of Beginning;

Thence South $20^{\circ}41'09''$ East 20.00 feet; Thence South $69^{\circ}08'44''$ West 120.71 feet;

Thence North $20^{\circ}41'09''$ West 13.10 feet to a point of curvature; Thence Northerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South $69^{\circ}19'56''$ West) through a central angle of $00^{\circ}39'54''$; Thence North $69^{\circ}08'44''$ East 120.51 feet to the point of beginning.

Contains 2,412 sq. ft. or 0.06 acres

**MASTER DEVELOPMENT AGREEMENT
FOR
DEER SPRINGS COMMUNITY**

July 12, 2018

Ent 454483 Bk 1229 Pg 1508-1610
Date: 06-AUG-2018 4:18:46PM
Fee: \$216.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: YORK HOWELL LLC

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WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
DEER SPRINGS COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT FOR DEER SPRINGS
COMMUNITY is made and entered as of the ___ day of July, 2018, by and between the
Town of Hideout, a political subdivision of the State of Utah, and Western States
Ventures, L.L.C. a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Developer owns, or will hereafter acquire, and is developing the Property.
- C. The Town has annexed, or will annex, the Property into the Town and both
the Town and Developer have made such annexation conditioned upon entry into this
MDA.
- D. Developer and the Town desire that the Property be developed in a unified and
consistent fashion pursuant to the Concept Plan and this MDA.
- E. Development of the Property pursuant to this MDA is acknowledged by the
parties to be consistent with the Act and the Zoning Ordinance and to operate to the benefit
of the Town, Developer, and the general public.
- F. The Town Council has reviewed this MDA, including the Concept Plan, and
determined that it is consistent with the Act and the Zoning Ordinance.

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

H. Development of the Property pursuant to this MDA will also result in benefits to Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

I. Developer and the Town have cooperated in the preparation of this MDA.

J. The parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such Development pursuant to the requirements of this MDA.

K. The parties understand and intend that this MDA is a “development agreement” as contemplated by Utah Code Ann. §10-9a-102 (2017) and Section 10.03.501 of the Town’s Vested Laws.

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 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 MDA.

1.2.Definitions. As used in this MDA, 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. (2016).
- 1.2.2. **Additional Compensation** means those considerations offered by the **Developer to the Town for the annexation of the Property as more fully specified in Section 10, below.**
- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **Buildout** means the completion of all of the Development on the entire Project in accordance with approved plans.
- 1.2.5. **CC&Rs** means the Covenants, Conditions, and Restrictions applicable to the Project and the HOA.
- 1.2.6. **Concept Plan** means that plan for the Development of the Project attached as Exhibit “B”.
- 1.2.7. **Council** means the elected Town Council of the Town.
- 1.2.8. **Default** means a material breach of this MDA as specified herein.
- 1.2.9. **Denial** means a formal denial issued by the final decision-making body of the Town for a particular type of Development Application but does not include review comments or “redlines” provided by Town staff.
- 1.2.10. **Design Guidelines** means those guidelines for the look, feel and specifications for the Residential Dwelling Units to be developed in the Project, including Landscape Design Guidelines, as specified in Exhibit “D”.

- 1.2.11. **Developer** means Western States Ventures, L.L.C., a Utah limited liability Company, and its assignees or transferees as permitted by this MDA.
- 1.2.12. **Development** means development, including construction of infrastructure, Residential Dwelling Units, or other improvements on a portion of the Property pursuant to an approved Development Application.
- 1.2.13. **Development Application** means an application to the Town for development of a portion of the or any other permit, certificate or other authorization from the Town required for Development of the Project.
- 1.2.14. **Fire District** means the Wasatch County Fire District or any successor entity providing fire suppression and / or emergency response services to the Project.
- 1.2.15. **HOA** means a homeowners association to be created for the Project.
- 1.2.16. **Internet Backbone** means the backbone internet facilities illustrated on Exhibit "G" and discussed in **Section 10**, below.
- 1.2.17. **Maintenance Building** means that building illustrated on Exhibit "F" and discussed in **Section 10**, below.
- 1.2.18. **Maximum Residential Units** means the Development on the Property of two hundred forty-eight (248) Residential Dwelling Units.
- 1.2.19. **MDA** means this Master Development Agreement for Deer Springs Community including all of its Exhibits.
- 1.2.20. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.21. **Parks** means those parks within the Project illustrated on Exhibit "H"

and discussed in Section 7.6, below, and includes the trails referenced in Section 7.6 and shown on Exhibit "B" and Exhibit "H."

1.2.22. **Project** means the total Development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.23. **Property** means that approximately ninety-seven and eighty hundredths (97.80) acres of real property Owned by to be developed by Developer more fully described in Exhibit "A".

1.2.24. **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.

1.2.25. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence on a single-family lot, or a Townhome configuration.

1.2.26. **Shoreline Drive** means that portion of Shoreline Drive as illustrated on the Concept Plan, Exhibit "D".

1.2.27. **Town** means the Town of Hideout, a political subdivision of the State of Utah.

1.2.28. **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

MDA.

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

1.2.30. **Townhome** means two, three, or four Residential Dwellings Units that share a common wall and each are located on a separate lot.

1.2.31. **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 MDA as a part of the Town's Vested Laws.

2. **Conditions.**

2.1. Development Rights Dependent on Annexation. To the extent the Council has not approved the annexation of the Property into the Town prior to the date of this MDA, Developer and the Town agree that Developer's right to develop the Project under the terms of this MDA is contingent on the Property being annexed into the Town.

2.2. Indemnification. Developer agrees to indemnify and hold the Town and its officers, officials, employees, and agents (collectively, the "**Town Parties**") harmless from all claims, costs, damages, expenses, liabilities or other losses incurred by, or asserted against, any of the Town Parties in connection with a challenge to the annexation of the Property as provided in Utah Code § 10-2-401 et seq. Developer also agrees to indemnify the Town Parties against all claims, costs, damages, expenses, liabilities or other losses incurred by, or asserted against, the Town Parties which are related to, or arise from, Development of the

Project.

3. **Development of the Project.**

3.1. **Compliance with the Concept Plan and this MDA.** 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 MDA), the Concept Plan and this MDA. The Project will be developed in multiple phases in the order and configuration identified on the Phasing Map attached as an exhibit to this MDA. Phase 1 and Phase 2, as shown on the Phasing Map, will be constructed prior to any other phases. Thereafter, Developer may have flexibility regarding the order in which phases are constructed, provided that this provision will not negate any of Developer's obligations with respect to the construction of Shoreline Drive or other Project infrastructure as provided herein.

3.2. **Maximum Residential Units.** At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA.

3.3. **No Warranty About Using Units.** The Town does not warrant to the developer, or know, if it is possible to build the Maximum Residential Units. Developer assumes 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 developer to secure water and sewer capacity; the City's Vested Laws and applicable provisions of the Town's Future Laws; compliance with Design Review Guidelines; sensitive lands as determined by a licensed soils engineer; and the effect of sloping roads and terrain

3.4. Project Subject to CC&Rs. Developer shall prepare CC&Rs for the Project consistent with the requirements of this MDA and the Town's Vested Laws. All duties and obligations of the HOA, as set forth in this MDA, 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 MDA or the Town's Vested Laws.

3.5. Utilities. Developer shall be responsible, at Developer's sole cost and expense, to obtain and / or install all connections and other utility infrastructure necessary for the construction of Residential Dwelling Units within the Project. In addition, Developer agrees to install appropriate trenching and conduits for fiber optic / data cabling in connection with the utility infrastructure provided to each Residential Dwelling Unit. The parties agree that such infrastructure installed will benefit the Project only, will not result in excess system capacity, and that 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. The Town will zone the Property upon annexation as Mountain, as defined in Town's Vested Laws, with a "Planned Performance Development" designation. Notwithstanding the foregoing, the parties agree that no commercial use will be permitted within the Project without the approval of the Council.

4.2. Vested Rights Granted by Approval of this MDA. To the maximum extent

permissible under the laws of Utah and the United States and at equity, the Town and the Developer intend that this MDA grant Developer all rights to develop the Project consistent with this MDA, the Town's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2017).

4.3.Bonus Density Qualification. The Town acknowledges that the Project, upon compliance with the provisions of this MDA, has met the requirements of the Town's Vested Laws for the award of the maximum bonus density increase pursuant to Sections 11.06.114 and 11.07.131 of the Town's Vested Laws and therefore is vested for the Maximum Residential Units subject to the terms of Section 3.3 of this MDA.

4.4.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:

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

4.4.2. 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;

4.4.3. 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 of 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;

4.4.4. 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;

4.4.5. 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;

4.4.6. Planning and Zoning Modification. 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;

4.4.7. 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) (2018); or

4.4.8. Impact Fees. Any impact fees which are lawfully adopted pursuant to the laws of the State of Utah, and Developer waives the provisions of Section 11-36a-401(2) regarding the ninety (90) day waiting period after the impact fee enactment is approved by the Town; provided, however, that other than waiver set forth in this Section, Developer does not waive any rights to challenge the impact fees for any reason allowed pursuant to Chapter 11-36a of the Utah Code.

5. Term of Agreement. The term of this MDA shall be until December 31, 2028. This MDA shall also terminate automatically at Buildout and it is not transferable to any other properties. Notwithstanding any expiration of the term of this MDA, all obligations of the HOA for maintenance of streets, Parks, 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 MDA, the Property shall be developed, if at all, pursuant to the Town's Future Laws.

6. Processing of Development Applications.

6.1. No Pending Development Applications. The parties acknowledge that, as of the date of this MDA, there are no pending Development Applications with respect to the Property or the Project.

6.2. Submitting Development Applications. Developer and any other Applicant shall submit Development Applications for improvements within the Project in the

manner required under this MDA and the Town's Vested Laws (or, if applicable, the Town's Future Laws). The subdivision plat for any phase within the Project must, in addition to all other applicable requirements, be reviewed and signed by an authorized representative of the Fire District.

6.3.Completion of Shoreline Drive. No certificate of occupancy for any Residential Dwelling Unit in the Project will be granted prior to the time that Shoreline Drive has been constructed pursuant to the standards set forth in this MDA and the Town's Vested Laws between Highway 248 and Jordanelle Parkway, as shown on the Concept Plan, and such construction has been approved and accepted by the Town, or the Developer otherwise constructs primary and secondary access to the Project acceptable to the Town.

6.4.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 MDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

6.5.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.

6.6.Mediation of Development Application Denials.

6.6.1. 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.

6.6.2. 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.

6.7.Arbitration of Development Application Objections.

6.7.1. 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.

6.7.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.6.2.

6.7.3. 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.

6.8. Application Under Town's Future Laws. Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this MDA. 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 Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Developer making subsequent Development

Applications under the Town's Vested Laws where allowed by this MDA.

7. Construction and Public Infrastructure.

7.1. Construction by Developer. 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 Developer to obtain.

7.2. Sewer Treatment and Sewer Conveyance. The Parties acknowledge that sewer treatment facilities, sewer collection systems, and sewer pumping conveyance systems were planned, funded and constructed by JSSD through bonds which were paid through assessment to properties including some properties within the Town. These sewer facilities did not account for the full needed capacity of the proposed units for the Project beyond those equivalent residential units ("ERU") associated with the parcels which did participate in the bond assessments. JSSD has established a sewer impact fee schedule for bonded ERUs and unbonded ERUs. Developer shall obtain from JSSD a "Will Serve Letter" addressed to the Town defining the amount of sewer impact fees associated with the Project to be collected by the Town for pass through to JSSD. The Will Serve Letter may also identify capital facility project(s) required by JSSD in order to provide sewer collection and treatment service for the Project. The Town must receive acknowledgment from JSSD that required conditions of this Section and the Will

Serve Letter have been satisfied prior to approval of any Development Application for the Project.

7.3.Culinary Water Distribution, Source Development and Treatment. The

Parties acknowledge that water sources, water treatment facilities, water storage and water conveyance systems were planned, funded and constructed by JSSD through bonds which were paid through assessment to properties including some properties within the Town. These water facilities did not account for the full needed capacity of the proposed units for the Project beyond those ERUs associated with the parcels which did participate in the bond assessments. JSSD has established a water impact fee schedule for bonded ERUs and unbonded ERUs. Developer shall obtain from JSSD a "Will Serve Letter" addressed to the Town defining the amount of water impact fees associated with the Project to be collected by the Town for pass through to JSSD. The Will Serve Letter may also identify capital facility project(s) required by JSSD in order to provide water source, water treatment, water storage and/or water conveyance systems for the Project. The Town must receive acknowledgment from JSSD that required conditions of this Section and the Will Serve Letter have been satisfied prior to approval of any Development Application for the Project.

7.4. Water Rights. The Parties acknowledge that the Town has an agreement with JSSD for a fixed number of water reservation rights which does not account for the total number of units proposed for the portion of the Project within the Town nor the needed water rights for the portion of the Project being annexed into the Town. Developer shall be responsible to provide to JSSD with water rights

sufficient for the indoor and outdoor water uses for the Project. Developer shall obtain in writing from JSSD acknowledgement that the Town shall receive this quantity of water represented by these water rights in addition to the contract amount of water delivery from JSSD prior to approval of any Development Application for the Project.

7.5.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, Developer shall provide security for any completion of Public Infrastructure and such components of private infrastructure owned by the HOA which will be open to the public or maintained by the HOA under this MDA. 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).

7.6.Parks. The Project will contain two (2) parks; a community park including pickleball courts, playground equipment, gazebo, picnic tables and benches, open space, and an amphitheater (or similar amenity mutually agreed to by the Developer and the Town); and a dog park enclosed by black chain-link, with a double gated entry, small dog area, large dog area, and dog obstacles. Developer shall construct the Parks, including trails, in locations shown on the Concept Plan in connection with the plans and specifications shown on Exhibit "H." The Parks, including trails, will be open to, and for the use of, the public. At the time of the

recordation of the plat Phase 2 of the Project, as shown on the Phasing Map attached as an exhibit to this MDA, Developer shall, at the Town's election: (a) dedicate the land for the Parks to the Town; or (b) dedicate such land to the HOA subject to the right of entry and use by the public. Developer shall begin constructing and improving the two Parks in connection with the construction of the subdivision improvements for second phase of the Project. Developer must complete all improvements associated with the Parks before a certificate of occupancy is issued for any Residential Dwelling Unit within the second phase of the Project or any subsequent phase. The HOA shall bear all costs and expenses associated with constructing the Parks and maintaining the Parks, consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. The HOA will also maintain insurance for the Parks in the manner applicable under Utah law to HOA common areas. The CC&Rs will provide that in the event of the HOA's default on the obligation to maintain the Parks 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.

7.7.Shoreline Drive and other Public Streets in the Project. Developer shall construct Shoreline Drive and other streets in the Project to the standards specified in the Town's Code and as required by the Fire District, and shall dedicate the streets to the Town when and as such streets are substantially completed and accepted by the Town. Developer shall bear all costs and

expenses associated with constructing the streets and maintaining the streets, including snowplowing, consistent with the maintenance standard applicable under Town's Vested Code, but in any event in a commercially reasonable manner. To the extent not constructed and / or paid for by third-parties, Developer shall bear all costs and expenses associated with construction of those portions of Jordanelle Parkway, if any, located within the Town's municipal boundaries, including the Property, as annexed. The Town shall maintain the streets in the Project subject to reimbursement from the Developer and / or the HOA. The Town will submit invoices for the cost of such maintenance to the Developer and / or the HOA 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 may reasonably request. The CC&Rs for the HOA will provide that in the event of the HOA's default on the obligation to fund the maintenance the streets 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. 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.

7.8. Common Areas. In addition to the Parks, the Developer and HOA shall be responsible for all other common areas shown on the Concept Plan or required by the Town under this MDA or the Town's Vested Code or, if applicable, the Town's Future Code, in connection with a Development Application. The HOA

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.

7.9.Trail. Developer shall, as and when Shoreline Drive is constructed, also construct a ten foot (10') wide asphalt trail as illustrated on Exhibit "B" and Exhibit "H." The trail shall be held, dedicated, used, and maintained on the same terms and conditions as the Parks identified in Section 7.6.

7.10. Public Streets. All streets in the Project shall be public streets built in compliance with the Town's Vested Laws and dedicated to the Town upon completion and acceptance. Notwithstanding the foregoing, the parties may enter into an agreement with Wasatch County governing the ownership and maintenance of those portions of Jordanelle Parkway, if any, within the Project. If such an agreement is executed, that agreement will control but only with respect to the provisions of this MDA relating to Jordanelle Parkway.

7.11. Connection to Highway 248. Before any certificates of occupancy for the Residential Dwelling Units are issued, Developer shall install a connection from Shoreline Drive to Highway 248 in a location approved by the Utah Department of Transportation ("UDOT"). If UDOT requires Developer to connect Shoreline Drive to Highway 248 at a location other than the current intersection of Highway 248 and Longview Drive, then Developer reserves the right to bring

such action against UDOT for contribution as Developer deems necessary or appropriate. Under no circumstances shall the Town be obligated to pay the costs of constructing the connection between Shoreline Drive and Highway 248.

7.12. **Developer Liability.** The 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.

8. **Model Homes.** The Town hereby authorizes Developer to construct up to eight (8) Residential Dwelling Units (in any combination of product types chosen by Developer as “Model Homes” located as generally illustrated on Exhibit “B” or in such a location as the Town and Developer agree on considering access, fire protection, services and marketability). The Town will, subject to terms of this MDA, the Town’s Vested Code, and the normal approval of such building plans, issue building permits for these eight (8) units. Developer acknowledges that certificates of occupancy for these homes will not be issued by the Town except as otherwise provided by the Town’s Vested Code and this MDA.

9. **Design Guidelines.** All Residential Dwelling Units and other improvements constructed in the Project shall comply with the Design Guidelines, unless otherwise approved by the Council. Among other things, the Design Guidelines include example elevations. The example elevations illustrate the architectural look and feel the Design Guidelines are intended to create but may not be the specific design Developer constructs within the Project. All plans for Residential Dwelling Units in the Project will be substantially similar in quality and design from the example

elevations included in the Design Guidelines unless otherwise approved by the Council. The Town shall have no obligation to issue a building permit or certificate of occupancy for any Residential Dwelling Units or other improvements which do not comply with the Design Guidelines. When used in the Design Guidelines, the terms “should,” “encouraged,” “preferred,” “appropriate,” “discouraged,” and other similar terms, may, at the Town’s discretion, be enforced as mandatory or prohibitory (as applicable). From time to time, Developer may request that the Design Guidelines be updated or revised, but no such updates or revisions will be effective unless approved by the Council.

9.1. HOA Responsibilities. Before the plans for any Residential Dwelling Units or other improvements within the Project are submitted to the Town with an application for a building permit, the HOA’s Design Review Committee (“Committee”) shall review such plans certify to the Town that such plans comply with the Design Guidelines. The Committee shall consist of five (5) members and the Council shall have the right to appoint two (2) members of the Committee, who must be selected from the elected or appointed officials or officers of the Town. The Committee’s certification of plans will be subject to confirmation by the Town.

9.2. Town Review. After receiving the Committee’s certification of compliance with the Design Guidelines, the Town, through a designated employee or agent, will review such plans for compliance with the other provisions of this MDA 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 Committee's certification, the Town may, directly or through a third-party consultant, conduct its own review of compliance with the Design Guidelines and the Applicant will bear the cost of the Town's review of the Design Guidelines.

9.3. **Enforcement.** In the event that the Town is required to take action to enforce the Design Guidelines, 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.

10. **Additional Compensation.** Developer shall provide the Additional Compensation the Maintenance Building and either of the other two (2) options set forth below. Developer agrees that the in light of the various benefits Developer will receive as a result of being able to annex the Property into the Town and develop the Project pursuant to this MDA, the Additional Compensation is reasonable and appropriate.

10.1. **Election by Town.** Within thirty (30) days after the recordation of the first plat for any subdivision in the Project the Town shall give Notice to Developer which option for Additional Consideration in addition to the Maintenance Building the Town elects to receive as Additional Compensation.

10.2. **Maintenance Building.** Developer will construct the Maintenance Building in accordance with plans and specifications set forth on Exhibit "F" on land owned by the Developer and hereafter to be dedicated to the Town by separate agreement. The Maintenance Building will be built to code, will have heating and air conditioning installed in the office and bathroom, heating only in the warehouse portion, and have a 6" slab floor. The Town may select the location

and orientation of the Maintenance Building on such land in a way that minimizes visual impact of the Maintenance Building. Developer shall commence construction within Sixty (60) days after the date of this MDA. Developer shall substantially complete the Maintenance Building by October 31 of that year; provided, however, that if this MDA is executed after May 31 of any particular year then Developer, at its sole discretion, and to allow completion before winter, can choose to start construction the following year, provided that completion of the Maintenance Building shall then occur no later than September

1. The Town shall provide Developer such easements, licenses or other rights necessary to construct the Maintenance Building according to the Town's Vested Laws.

10.2.1. City Maintenance After Acceptance. After the Maintenance Building is accepted the City shall be responsible for the maintenance of the Maintenance Building.

10.3. **Internet Backbone.** In addition to the Maintenance Building, the Town may elect to have Developer construct the Internet Backbone. If the Town elects the Internet Backbone then Developer shall coordinate with the internet infrastructure provider chosen by the Town to construct the Internet Backbone. Specifically, Developer shall be responsible for the cost of trenching for and installing any conduit for the internet fiber, including, but not limited to trenching under any driveways that exist at the time of the installation (but not the cost of the fiber or any other electronic or physical infrastructure) between Points A and B as illustrated on Exhibit "G" which specifically excludes the

Soaring Hawk and Shoreline at Hideout Canyon plats.

10.4. **Monetary Payment.** In addition to the Maintenance Building, the Town may

elect to receive a cash payment of Six Hundred Thousand Dollars (\$600,000.00).

If the Town elects a cash payment then Developer shall pay the Town

\$600,000.00 within sixty (60) days of the Town's election of this option.

10.5. **Dispute Resolution.** Any dispute regarding the Additional Compensation

shall be subject to resolution by the process specified in Sections 6.6 and 6.7.

11. **Default.**

11.1. **Periodic Review and Notice of Default.** The Town may conduct a review of

this MDA annually to evaluate compliance with this MDA by Developer. In

addition, either party may, when such party becomes aware of a default in the

performance the respective obligations hereunder, provide Notice to the other

party.

11.2. **Contents of the Notice of Default.** The Notice of Default shall:

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

11.2.2. Applicable Provisions. Identify with particularity the provisions of any

applicable law, ordinance, rule, regulation or provision of this MDA that is

claimed to be in Default; and

11.2.3. Optional Cure. If the Town chooses, in its discretion, it may propose a

method and time for curing the Default which shall be of no less than thirty

(30) days duration.

11.3. **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.

11.4. **Remedies.** If the parties are not able to resolve the Default by the dispute resolution provisions of Section 11.3, or if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in 11.8:

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

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

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

11.5. **Public Meeting.** Before any remedy provided for in Section 11.4 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.

11.6. **Emergency Defaults.** Anything in this MDA 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 11.4 without complying with the requirements of Sections 11.5. The Town shall give Notice to Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default.

11.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is continuously pursuing a cure with reasonable diligence.

11.8. **Limitation on Developer's Recovery for Default.** Anything in this MDA notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach by the Town of this MDA and Developer expressly waives any claims thereto. The sole remedy available to Developer shall be that of specific performance. Notwithstanding the foregoing, in addition to any rights specifically set forth in this MDA, in the event of a default by Developer, the Town may seek applicable remedies under law and equity including actual monetary damages incurred by the Town as a result of the Developer's failure to perform hereunder.

12. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Western States Venture, L.L.C.
Attn: Mr. Nate Brockbank
2265 East Murray Holladay Road
Holladay, UT 84117

With a Copy for 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 the Town:

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

- 12.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
- 12.1.1. 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.
- 12.1.2. 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.
- 12.1.3. 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 Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Estoppel Certificate.** Upon twenty (20) days prior written request by the Town or Developer, then the other party 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 MDA or identify a default which the responding party claims to exist.
14. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
15. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town and Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA 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 MDA.
16. **Assignability.** The rights and responsibilities of Developer under this MDA may be assigned in whole or in part by Developer with the prior written consent of the Town as provided herein.

- 16.1. **Sale of Lots.** 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.
- 16.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the Development of the Project or 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. Developer shall give the Town Notice of any event specified in this sub-section 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 Developer of any obligations hereunder unless and until another party, acceptable to the Town assumes in writing the duties and obligations set forth herein.
- 16.3. **Notice.** If the Developer intends to assign this MDA in a manner that would require consent from the Town, Developer 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.

- 16.4. **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.
- 16.5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities under the MDA 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, Developer shall be released from any future obligations as to those obligations which are assigned but Developer shall remain responsible for the performance of any obligations that were not assigned. No assignment of any rights of Developer will be permitted with respect to a portion of the Project less than a complete phase, as shown on the Phasing Map attached as an exhibit to this MDA.
- 16.6. **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 Developer proposed to be assigned or if there is an existing breach of this MDA that either has not been cured or is not in the process of being cured in a manner acceptable to the Town.
- 16.7. **Successor and Assignees Bound by MDA.** Any successor or permitted assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.
17. **No Waiver.** 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.

18. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.
19. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, 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.
20. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
21. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the Town, Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be Phil Rubin and the initial representative for Developer shall be Nate Brockbank. 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 MDA and the Development of the Project.


22. **Mutual Drafting**. Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.
23. **Applicable Law**. This MDA is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
24. **Venue**. Any action to enforce this MDA shall be brought only in the Wasatch County, State of Utah.
25. **Entire Agreement**. This MDA, 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.
26. **Recordation and Running with the Land**. This MDA shall be recorded against the Property prior commencement of any work related to Development of the Project. This MDA 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.
27. **Authority**. The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. ____ adopted by the Town on July __, 2018.

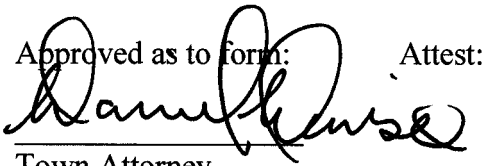
IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.


DEVELOPER
Western States Ventures, LLC

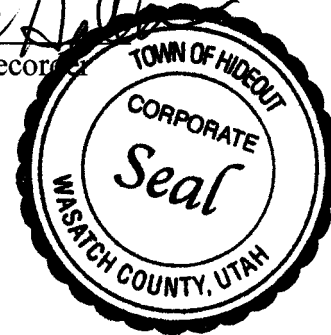
TOWN
Town of Hideout


By: Nathan Brockbank
Its: manager


By: Phil Rubin
Its: Mayor

Approved as to form:  Attest:
Town Attorney


Town Recorder



TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On the ____ day of July, 2018, 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: _____

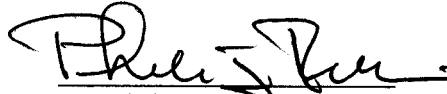
Residing at: _____

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

DEVELOPER
Western States Ventures, LLC

TOWN
Town of Hideout

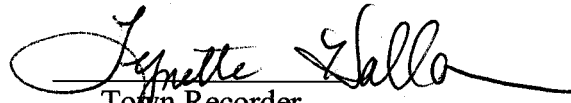
By: _____
Its: _____


By: Philip J Rubin,
Its: Mayor

Approved as to form:

Attest:

Town Attorney



Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

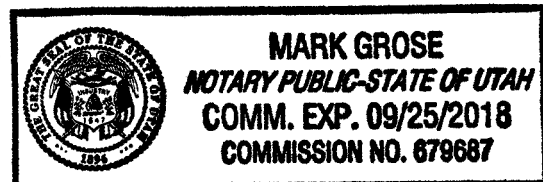


On the 27th day of July, 2018, personally appeared before me Phil Rubin who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said Person acknowledged to me that the Town executed the same.


NOTARY PUBLIC

My Commission Expires: 09-25-2018

Residing at: 6300 SedgeWood Dr.



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the 6th day of July, 2018, personally appeared before me Nathan 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.

Andrea Chacin-Rivera
NOTARY PUBLIC

My Commission Expires: April 18, 2021

Residing at: West Valley City

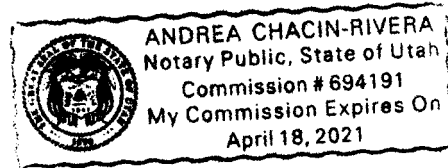


TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Concept Plan and Phasing Plan
Exhibit "C"	Town's Vested Laws
Exhibit "D"	Shoreline Drive
Exhibit "E"	Design Guidelines
Exhibit "F"	Maintenance Building Plans
Exhibit "G"	Internet Backbone
Exhibit "H"	Plans for Parks, Gazebo, and Trails

EXHIBIT A
Legal Description of the Property

A parcel of land lying and situate in Section 7, and the South Half of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said 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°04'46" West 2094.25 feet to a point on the southwesterly Right of Way line of SR 248 and the True Point of Beginning:

Thence the following three (3) courses coincident with said right of way

1) South 48°59'43" East 465.48 feet; 2) South 65°52'29" East 259.50 feet to a point of curvature; 3) Southerly 286.49 feet along the arc of a 3709.27 foot radius curve to the right (center bears South 48°39'09" West) through a central angle of 04°25'31"; Thence departing said right of way North 66°35'25" East 71.73 feet to a point on the extant corporate limits of Hideout Town;

Thence the following three (3) courses coincident with said corporate limits

1) South 23°24'35" East 1340.24 feet; 2) South 25°29'35" East 538.64 feet; 3) South 26°23'32" West 505.11; ; Thence the following ten (10) courses coincident with Tax Parcel 00-0007-2004 and the prolongation thereof,

1) North 88°03'26" West 366.84 feet; 2) North 11°18'22" East 459.43; 3) North 81°59'52" West 8.62 feet; 4) North 78°32'09" West 38.85 feet; 5) North 89°38'58" West 53.64 feet; 6) North 81°33'13" West 326.73 feet; 7) North 83°24'39" West 154.75 feet; 8) North 85°09'53" West 155.77 feet; 9) South 00°34'00" West 516.71 feet; 10) North 88°02'03" West 850.24 feet to the easterly right of way line of Jordanelle Parkway; Thence the following eight (8) courses, coincident with the easterly right of way line of said Parkway, 1) North 62°53'59" East 171.88 feet to a point of curvature; 2) Northerly 973.14 feet along the arc of a 598.69 foot radius curve to the left (center bears North 27°06'01" West) through a central angle of 93°07'52" to a point of tangency; 3) North 30°13'53" West 228.80 feet to a point of curvature; 4) Northerly 528.29 feet along the arc of a 930.37 foot radius curve to the right (center bears North 59°46'07" East) through a central angle of 32°32'03" to a point of tangency; 5) North 02°18'10" East 427.16 feet to a point of curvature; 6) Northerly 99.71 feet along the arc of a 741.78 foot radius curve to the left (center bears North 87°41'50" West) through a central angle of 07°42'07" to a point of compound curvature; 7) Northwesterly 437.16 feet along the arc of a 537.50 foot radius curve to the left (center bears South 84°36'03" West) through a central angle of 46°35'59" to a point of reverse curvature; 8) Northwesterly 438.88 feet along the arc of a 1005.37 foot radius curve to the right (center bears North 38°00'07" East) through a central angle of 25°00'42"; Thence departing said right of way North 62°56'24" East 48.90 feet along a radial line to a point on the westerly boundary of Tax Parcel 00-0013-6221; Thence the following five (5) courses coincident with the perimeter of said parcel 1) Northwesterly 106.28 feet along the arc of a 955.37 foot radius curve to the right (center bears North 62°56'24" East) through a central angle of 06°22'27" to a point of tangency; 2) North 20°41'09" West 282.00 feet; 4) North 69°08'44" East 50.00 feet; 5) South 20°41'09" East 87.08 feet; 6) North 45°03'33" East 105.29 feet to a point on the westerly right of way of SR-248; Thence the following two (2) courses coincident with said right of way 1) South 56°09'40" East 687.17 feet; 2) South 48°59'43" East 232.71 feet to the point of beginning.

Contains 3,566,877 sq. ft. or 81.88 acres

A parcel of land lying and situate in the North Half of Section 7, and the Southeast Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South $89^{\circ}04'46''$ West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the North Quarter Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South $89^{\circ}06'24''$ West 503.97 feet to the True Point of Beginning:

Thence North $04^{\circ}23'00''$ East 499.65 feet coincident with the west line of Wasatch County Tax Parcel 00-0020-3848; Thence North $69^{\circ}18'51''$ East 1.49 feet to a point on the westerly right of way line of Jordanelle Parkway; Thence following seven (7) courses, coincident with the westerly right of way line of said Parkway, 1) Southerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South $69^{\circ}19'56''$ West) through a central angle of $00^{\circ}39'54''$ to a point of tangency; 2) South $20^{\circ}00'11''$ East 263.39 feet to a point of curvature; 3) Southerly 603.31 feet along the arc of a 1080.37 foot radius curve to the left (center bears North $69^{\circ}59'49''$ East) through a central angle of $31^{\circ}59'45''$ to a point of reverse curvature; 4) Southerly 376.16 feet along the arc of a 462.50 foot radius curve to the right (center bears South $38^{\circ}00'04''$ West) through a central angle of $46^{\circ}35'59''$ to a point of compound curvature; 5) Southerly 89.63 feet along the arc of a 666.78 foot radius curve to the right (center bears South $84^{\circ}36'03''$ West) through a central angle of $07^{\circ}42'07''$ to a point of tangency; 6) South $02^{\circ}18'10''$ West 427.16 feet to a point of curvature; 7) Southerly 43.39 feet along the arc of a 1005.37 foot radius curve to the left (center bears South $87^{\circ}41'50''$ East) through a central angle of $02^{\circ}28'22''$ to a point of curvature; Thence departing said westerly right of way South $89^{\circ}53'38''$ West 83.72 feet coincident with the south boundary of said Wasatch County Tax Parcel 00-0007-1964; Thence the following two (2) courses coincident with the west boundary of said Tax Parcel, 1) North $28^{\circ}16'22''$ West 135.68 feet; 2) North $26^{\circ}20'22''$ West 1114.00 feet to the point of beginning.

Contains 391,297 sq. ft. or 8.98 acres

A parcel of land lying and situate in the Southwest Quarter of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured coincident with the south line of the Southwest Quarter of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 6, thence North 33°23'22" West 638.87 feet to the True Point of Beginning;

Thence South 20°41'09" East 20.00 feet; Thence South 69°08'44" West 120.71 feet;

Thence North 20°41'09" West 13.10 feet to a point of curvature; Thence Northerly 6.90 feet along the arc of a 594.78 foot radius curve to the right (center bears South 69°19'56" West) through a central angle of 00°39'54"; Thence North 69°08'44" East 120.51 feet to the point of beginning.

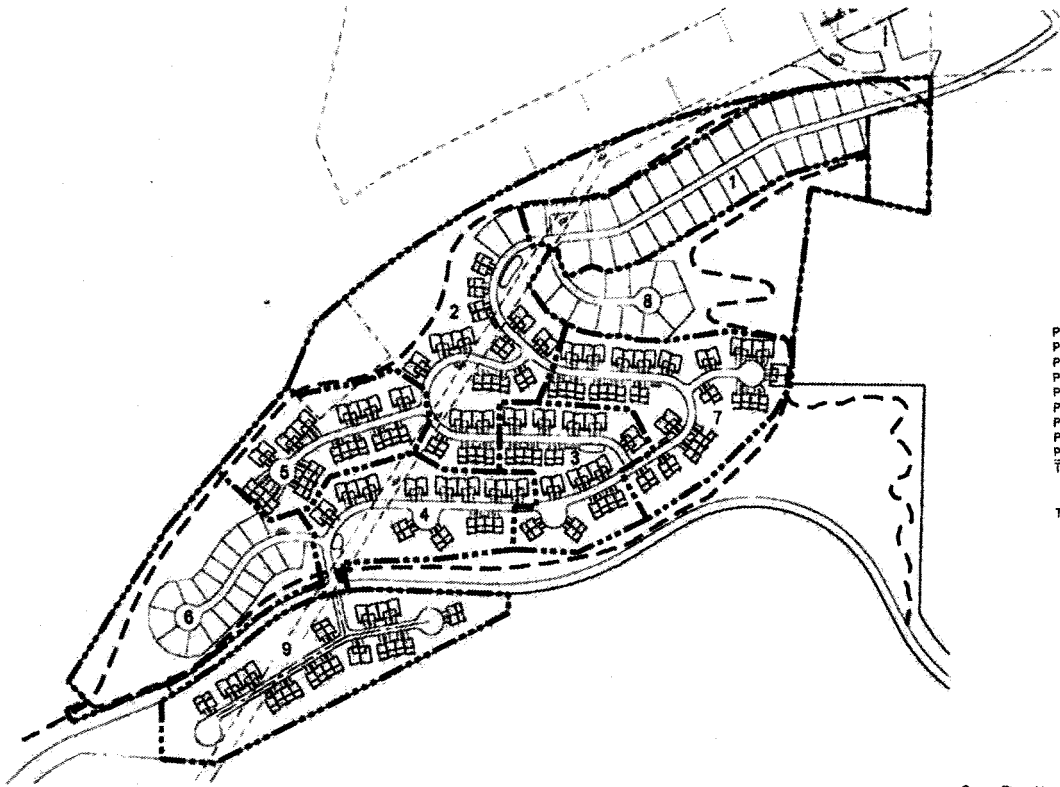
Contains 2,412 sq. ft. or 0.06 acres

EXHIBIT B
Concept Plan and Phasing Plan

Exhibit B-1



Exhibit B-2



Townhomes

Mountain Traditional

Phases: 2, 5, 9

Mountain Modern

Phases: 3, 4, 7

PHASE 1	30 LOTS
PHASE 2	2 LOTS, 34 TOWNHOMES
PHASE 3	30 TOWNHOMES
PHASE 4	24 TOWNHOMES
PHASE 5	28 TOWNHOMES
PHASE 6	17 LOTS
PHASE 7	44 TOWNHOMES
PHASE 8	11 LOTS
PHASE 9	28 TOWNHOMES
TOTALS	188 TOWNHOMES
	80 LOTS

TOTAL UNITS 248



HIDEOUT PROPERTIES

Sugar Plum Homes - 2265 E. Murray Holiday Road Holiday, Utah

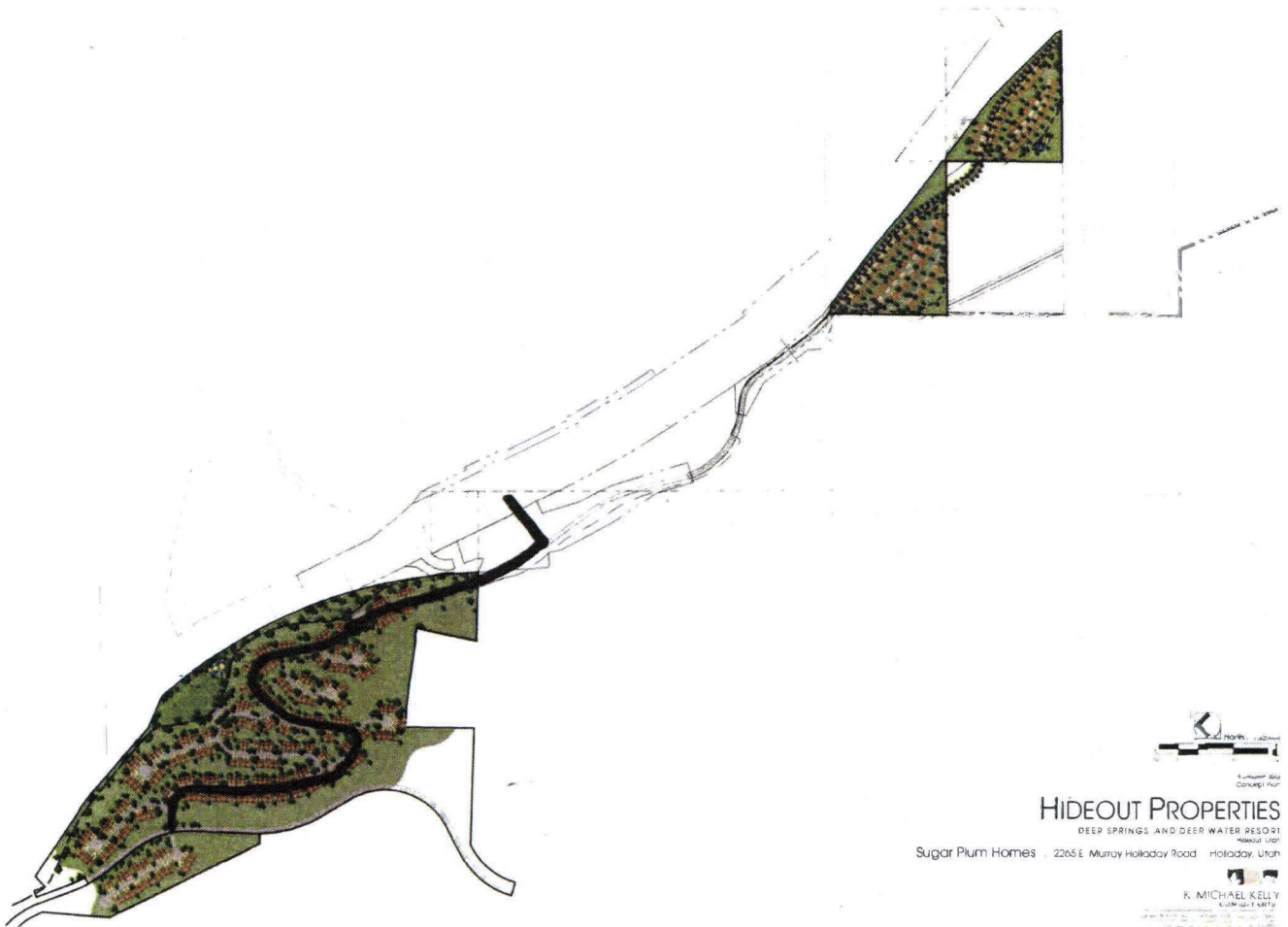
R. N. HALL, R. L. L. Y
H. N. HALL, R. L. L. Y

EXHIBIT C
Town's Vested Laws

A digital copy of the Town's Vested Laws is attached to the original of this agreement.

EXHIBIT D
Shoreline Drive

EXHIBIT D



HIDEOUT PROPERTIES

DEER SPRINGS AND DEER WATER RESORT

Sugar Plum Homes, 2265 E. Murray Holiday Road, Holiday, Utah

K. MICHAEL KELLY

Surveyor

EXHIBIT E
Design Guidelines

DESIGN GUIDELINES for Deer Springs

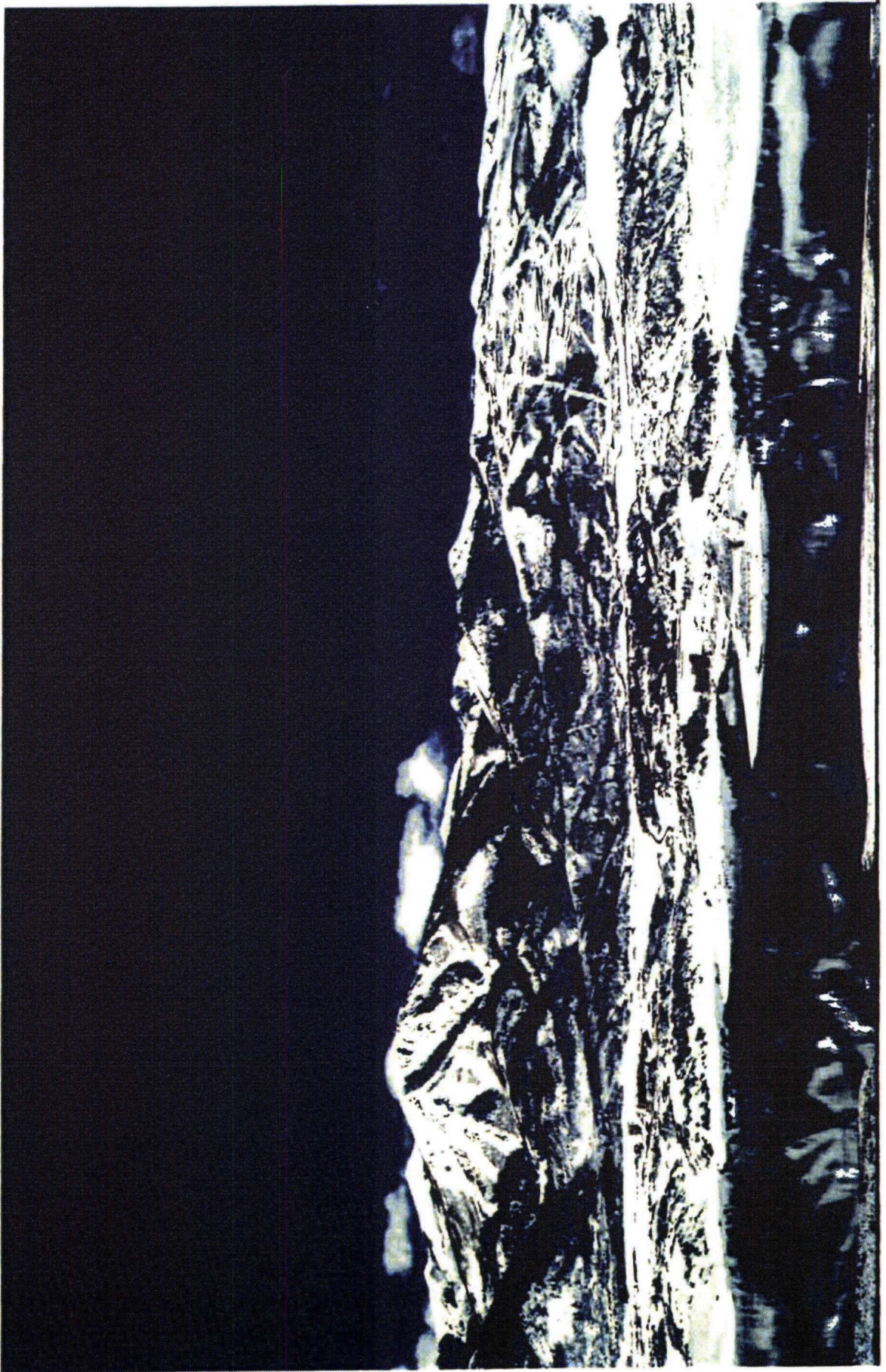


Exhibit E-1 (cont)

Exterior Architectural Guidelines

1. Purpose and Intent

Deer Springs will offer a variety of housing product types ranging from single-family homes to attached housing which will combine architectural elements of Mountain Contemporary and Mountain Traditional. Through these styles, architectural and visual variety can be provided while creating a cohesive neighborhood and is complementarity to its surroundings.

2. Massing and Form

Townhome wall lines must be offset a minimum of 4 feet, offsets less than this may be approved by the committee at its discretion. No building mass may exceed 35 feet tall.

3. Roof Slopes

Deer Springs roof slopes should be between 3/12 and 8/12. For mountain modern flat roofs and roofs up to 3/12 are acceptable.

4. Roof Forms

Variation in roof forms and ridgelines will provide added visual interest and serve to break down massing. Varying versus repetitive reforms are encouraged. Major roof forms shall predominantly run parallel to the street so that the buildings' roof materials are visually pronounced. Gable end should be located on the side elevations where they are less visible. Variations in roofing materials and colors will be encouraged to provide added interest.

Roof types in Deer Springs are permitted as follows:

- A. Partial hip roof
- B. Gable roof
- C. Full hip roof
- D. Flat roof in the case of Mountain Modern

The following roof types are not permitted:

- A. Curvilinear
- B. Gambrel
- C. Barrel Vault
- D. Conic
- E. Fake Mansard
- F. Domed
- G. Mansard

Exhibit E-1 (cont)

5. Roof Overhangs

Roofs should overhang walls a minimum of 18 inches, roof overhangs less than these required minimums need committee approval. Roof overhangs must be contained entirely within the owner's property. Roof overhangs should not be boxed in.

6. Roof Surfacing Materials

It is important that different roof materials blend.

Because of fire danger, wood surfaces may not be used on any building in Deer Springs.

Finishes without metal coatings or other finishes can be used.

- A. Natural rusted metal
- B. Zinc
- C. Copper that will oxidize and turn bronze
- D. Tern

The following metals can be used for roof surfacing with committee approved of color and finish

- A. Aluminum
- B. Steel

These different masonry tiles can be used as surfacing material with colors approved by committee.

- A. Ceramic tiles
- B. Slate
- C. Concrete tiles

Architectural grade asphalt – composition shingles are allowed but must not be reflective.

All roof flashing colors must be harmonious with upper walls and roof. All types of barrel or S tiles, asphalt rolled roofing, or reflective metal surfaces is prohibited.

7. Roof Appurtenances

Roof appurtenances, such as dormers and other articulation of the roof, must create interest. Their location on the roof is critical in keeping the lines simple and the overall look refined.

- A. Dormers can be: shed, gable or hip, but should be complementary to the other roof forms.
- B. Skylights must be placed flush against the roof and contained within the roof field. Bubble-shaped skylights are prohibited.
- C. Minimum of one chimney is required. Chimneys mad of stone, wood, and stucco are permitted. Exposed metal chimneys are not permitted.

Exhibit E-1 (cont)

- D. Exposed flashing color and material should be consistent with the building colors so as not to stand out.
- E. All pipe penetrations are to be painted to match flashings or roof.

8. Wall Materials

The siding materials considered most typical of the mountain environment are wood siding, glue-lam materials, natural stones and stucco. These principal materials shall be incorporated into each building design consistent with the design objectives in the architectural design.

Walls can be surfaced with the following materials.

- A. Stone – natural stone only
- B. Stucco – warm, earth tone colors
- C. Stained natural wood siding, wood shingles, or painted wood siding
- D. Steel, 20 gauge or thicker natural rust finish

Walls cannot be surfaced with the following materials

- A. Plastic or vinyl siding
- B. Aluminum siding
- C. Ceramic tile
- D. Simulated stone or brick
- E. Asphalt or hardboard siding
- F. Hardi-board siding
- G. Brick

9. Number of Wall Materials.

Changes in wall material can lend visual interest to a building, too many changes can make the wall visually discordant. The goal is to design walls that are architecturally pleasing, but not in competition with their surroundings. Walls can be surfaced with up to 3 different materials. No more than 3 materials are permitted, unless specifically approved by the committee through a variance. Committee will not approve plans with fewer than 2 materials.

10. Color Palette and Texture

- A. The predominant tones shall be colors which are warm earthy tones or a muted natural color.
- B. Light to dark shades of wood are appropriate.
- C. The colors found in the mountain forest, the meadow grasses, and hillside vegetation are appropriate.
- D. Mountain flower colors are appropriate accents. But accents should not be glaring and should not detract from the overall design.

Exhibit E-1 (cont)

- E. Uniform color and texture for walls should not be discouraged, but should be used judiciously as an architectural element

11. Openings

Doors, porches and window openings are a necessary component of the buildings appearance and form. Openings should conform and seem incidental.

Openings to the wall surface should be designed with singularity in mind. Vertical and horizontal bands of openings are discouraged.

Rectangular wall openings are preferred.

12. Windows

Windows may be constructed of, vinyl, aluminum or fiberglass. Exterior metal covered wood windows are preferred with approved coated finish colors. White vinyl windows are not to be used.

13. Garage Doors

Garage doors should be comprised of wood. Metal garage doors are discouraged and must be approved by committee. White doors will not be permitted.

14. Balcony and Decks

Decks and balconies should be designed to accentuate and be simple in design. The use of long vertical or horizontal bands of balcony space are discouraged. Deck columns should have stone bases when supports run to the ground. Eco-friendly materials such as Trex may be used with committee approval.

Exhibit E-1 (cont)**Landscape Design Guidelines****1. Area Character**

The natural landscape at Deer Springs is one of its attributes that set it apart from many other developments in the Jordanelle area. Landscaping at Deer Springs must not detract from the natural beauty of its surroundings. Landscaping should be of xeriscape-type and blend in with the natural settings and natural plants of the area. Native plants are to be used as much as possible. Irrigation should be minimal and temporary as much as possible. In all designs of landscape at Deer Springs fire-wise landscaping should be encouraged and planned out. Landscape plan should be in compliance with the Utah Division of Forestry, and State Lands standards and City ordinance.

2. Re-vegetation

It should be noted that the construction impact on the existing landscape should be avoided. Disruption is inevitable. Correcting any damage done in the development process will require revegetation. Revegetation should, to the greatest extent possible, re-create the earlier character of the Site, using indigenous plants and trees. All plantings should blend in with existing landscape, so that in a few years, all traces of the construction disruption will have disappeared. Approved landscaping should be installed in a timely manner as home construction is completed, do not exceed 6 months from final inspection.

3. Landscape Massing

New plant materials should be located in a way that respects existing planting patterns. Trees, shrubs, and groundcover are usually found in groups of similar species. New planning should follow the patterns characteristic to the site and should as much as possible harmonize with them.

Species native to Hideout Canyon are described in the plant appendix. Species used in the planning must come from the approved plant list. The use of ornamental plants is restricted to areas with limited public visibility (i.e., enclosed courtyards). The use of grass sod in specific small contained areas with limited public visibility may be considered but requires approval from the committee. The use of quality artificial sod/synthetic grass may be considered in limited applications by the committee.

4. Solar Orientation and Preservation of View Corridors

it is critical that new plantings take the sun and the views of others into account, new plantings should not obscure existing patterns of sunlight and view corridors.

As a general rule, approved Evergreen variety should be placed on the north and east sides of the Sites, indigenous trees on the south and west, to preserve existing sunlight patterns. The impact of planning on adjoining sites should also be assessed. New planting that it proves to unduly interfere with other people solar access or views may be subject to removal.

Exhibit E-1 (cont)

5. Wildfire Management

The Deer Springs area contains several fuel types – predominantly Gamble Oak, Sage, and Aspen. The highest fire potential occurs when these fuel types are combined with dense undercover. In order to lower the fire hazard around buildings, no woody shrubs should be planted in combination with these plant types next to buildings are under roof overhangs.

6. Irrigation

Deer Springs should have the least possible impact on water resources. Water is a potentially scarce resource here, and should not be used in a wasteful manner. Continuous irrigation in dry months is to be discouraged, and the choice of planning material should make it possible, once the planning is established, for such irrigation to be unnecessary. Drip irrigation should be the method of irrigation. Traditional spray type sprinklers are prohibited, except for temporary use while plants get established.

7. Grading

Grading should have a minimal impact on the site and its natural settings. Buildings and roads must be fitted carefully to their sites. Cuts and feels, when required, should conform to good engineering practice, with naturally rounded tops and toes of slopes. Only limited grading will be allowed. Rock retaining walls are the approved option for transitioning grades. Also, it is important to protect existing trees designated for preservation these trees should be protected from all injury, including grade changes within the trees drip line.

8. Drainage

Each site has its particular natural drainage, the result of its topography and vegetation. Whenever possible, the surface drainage pattern should be preserved. The roads in Deer Springs are designed to carry the water from high-yielding storms, the design and construction process should take this into account. Negative drainage impacts on other sides must be prevented. Storm water shall not be collected for discharge, distributed discharge should be used.

10. Walls and Fences

Fences are strongly discouraged and will only be considered on a case-by-case basis by the committee, but the presumption is that little to no fencing will be allowed to be installed on an individual site. The committee may give consideration to owners who wish to enclose a small part of their rear or side yard with fencing. Any fencing considered must appear as an architectural extension of the home. Perimeter and lot line fencing is prohibited. Solid, chain-link, and vinyl fencing is expressly prohibited.

Freestanding decorative walls are generally prohibited, but an owner may request the committee to consider a proposed freestanding decorative wall. If any walls are to be considered, they must be composed of natural materials, unobstructed and blend into the overall aesthetic.

Exhibit E-1 (cont)

11. Landscape Structures and Sculptures

Landscaping often includes outdoor structures such as decks, trellises, and gazebos. If not properly planned, these structures can detract from the overall appearance of the landscape. These structures should be designed to work as an extension of the building, rather than as separate elements. Freestanding elements should be avoided. Every effort must be made to give the site a common character, appropriate to the Deer Springs setting.

Decks and trellises should be built of wood or acceptable simulated wood products. Any staining and ceiling finishes should enhance the wood grain. All outdoor structures should avoid excessive ornamentation.

Decorative landscape sculptures or other yard art and ornaments are generally discouraged particularly in front areas. Any proposed exterior sculptures, ornaments or other landscaping decorations must be located within the approved building pad and have committee approval prior to installation.

12. Address Markers

Address markers, monuments and house numbers require committee approval prior to the installation.

Exhibit E-2



Exhibit E-3



Exhibit E-4**Landscape Design Guidelines****1. Area Character**

The natural landscape at Deer Springs is one of its attributes that set it apart from many other developments in the Jordanelle area. Landscaping at Deer Springs must not detract from the natural beauty of its surroundings. Landscaping should be of xeriscape-type and blend in with the natural settings and natural plants of the area. Native plants are to be used as much as possible. Irrigation should be minimal and temporary as much as possible. In all designs of landscape at Deer Springs fire-wise landscaping should be encouraged and planned out. Landscape plans for the Project and for each Residential Dwelling Unit must be in compliance with the Utah Division of Forestry, and State Lands standards and City ordinance.

2. Re-vegetation

It should be noted that the construction impact on the existing landscape should be avoided. Disruption is inevitable. Correcting any damage done in the development process will require revegetation. Revegetation should, to the greatest extent possible, re-create the earlier character of the Site, using indigenous plants and trees. All plantings should blend in with existing landscape, so that in a few years, all traces of the construction disruption will have disappeared. Approved landscaping should be installed in a timely manner as home construction is completed, do not exceed 6 months from final inspection.

3. Landscape Massing

New plant materials should be located in a way that respects existing planting patterns. Trees, shrubs, and groundcover are usually found in groups of similar species. New planning should follow the patterns characteristic to the site and should as much as possible harmonize with them.

Species native to Hideout Canyon are described in the plant appendix. Species used in landscape planning must come from the approved plant list. The use of ornamental plants is restricted to areas with limited public visibility (i.e., enclosed courtyards). The use of grass sod in specific small contained areas with limited public visibility may be considered but requires approval from the Committee. The use of quality artificial sod/synthetic grass may be approved in limited circumstances if approved by the Committee.

4. Solar Orientation and Preservation of View Corridors

it is critical that new plantings take the sun and the views of others into account, new plantings should not obscure existing patterns of sunlight and view corridors.

As a general rule, approved Evergreen variety should be placed on the north and east sides of the Sites, indigenous trees on the south and west, to preserve existing sunlight patterns. The impact of planning on adjoining sites should also be assessed. New planting that it proves to unduly interfere with other people solar access or views may be subject to removal.

5. Wildfire Management

The Deer Springs area contains several fuel types – predominantly Gamble Oak, Sage, and Aspen. The highest fire potential occurs when these fuel types are combined with dense undercover. In order to lower the fire hazard around buildings, no woody shrubs should be planted in combination with these plant types next to buildings are under roof overhangs.

6. Irrigation

Deer Springs should have the least possible impact on water resources. Water is a potentially scarce resource here, and should not be used in a wasteful manner. Continuous irrigation in dry months is to be discouraged, and the choice of planning material should make it possible, once the planning is established, for such irrigation to be unnecessary. Drip irrigation should be the method of irrigation. Traditional spray type sprinklers are prohibited, except for temporary use while plants get established.

7. Grading

Grading should have a minimal impact on the site and its natural settings. Buildings and roads must be fitted carefully to their sites. Cuts and feels, when required, should conform to good engineering practice, with naturally rounded tops and toes of slopes. Only limited grading will be allowed. Rock retaining walls are the approved option for transitioning grades. Also, it is important to protect existing trees designated for preservation these trees should be protected from all injury, including grade changes within the trees drip line.

8. Drainage

Each site has its particular natural drainage, the result of its topography and vegetation. Whenever possible, the natural surface drainage pattern should be preserved. The roads in Deer Springs are designed to carry the water from high-yielding storms, the design and construction process should take this into account. Negative drainage impacts on adjoining parcels must be prevented. Storm water shall not be collected for discharge, distributed discharge should be used.

10. Walls and Fences

Fences are strongly discouraged and will only be approved on a case-by-case basis by the Committee where good cause is shown, but the presumption is that little to no fencing will be allowed to be installed on an individual site. Any fencing considered must appear as an architectural extension of the home. Perimeter and lot line fencing is prohibited. Solid, chain-link, and vinyl fencing is expressly prohibited.

Freestanding decorative walls are generally prohibited, but an owner may request the committee to consider a proposed freestanding decorative wall. If any walls are to be considered, they must be composed of natural materials, unobstructed and blend into the overall aesthetic.

11. Landscape Structures and Sculptures

Landscaping often includes outdoor structures such as decks, trellises, and gazebos. If not properly planned, these structures can detract from the overall appearance of the landscape. These structures should be designed to work as an extension of the building, rather than as separate elements. Freestanding elements should be avoided. Every effort must be made to give the site a common character, appropriate to the Deer Springs setting.

Decks and trellises should be built of wood or acceptable simulated wood products. Any staining and ceiling finishes should enhance the wood grain. All outdoor structures should avoid excessive ornamentation.

Decorative landscape sculptures or other yard art and ornaments are generally discouraged particularly in front areas. Any proposed exterior sculptures, ornaments or other landscaping decorations must be located within the approved building pad and have Committee approval prior to installation.

12. Address Markers

Address markers, monuments and house numbers require Committee approval prior to the installation.

EXHIBIT E-5

Evergreen Trees

- | | | |
|----|--------------------------|-----------------|
| 1. | <i>*Abies lasiocarpa</i> | *Sub-Alpine Fir |
|----|--------------------------|-----------------|

Deciduous Trees

- | | | |
|----|-------------------------------|------------------------|
| 1. | <i>Acer grandidentatum</i> | Bigtooth Maple |
| 2. | <i>Cercocarpus fedifolius</i> | Curl Leaf Mt. Mahogany |
| 3. | <i>Populus fremontii</i> | Fremont Cottonwood |
| 4. | <i>Populus tremuloides</i> | Quaking Aspen |
| 5. | <i>Quercus gambelii</i> | Gambel/Scrub Oak |

Shrubs

- | | | |
|-------|----------------------------------|---------------------------|
| 1 | <i>Amelanchier sp.</i> | Serviceberry |
| 2 | <i>Artemisia nova</i> | Black Sage |
| 3 | <i>Artemisia tridentata</i> | Big Sage |
| 4 | <i>Atriplex canescens</i> | Fourwing Saitbrush |
| 5 | <i>Cercocarpus intricatus</i> | Little-Leaf Mtn. Mahogany |
| 6 | <i>Cornus sericea</i> | Red-Osier Dogwood |
| 7 | <i>Chrysothamnus</i> | Rubber Rabbitbrush |
| 8 | <i>nauseosus Potentilla</i> | Shrubby Cinquefoil |
| 9 | <i>fruticosa Prunus</i> | Chokecherry |
| 1 0 . | <i>virginiana Purshia</i> | Antelope Bitterbrush |
| 1 1 . | <i>triclutata Rhus glabra</i> | Dwarf Sumac |
| 1 2 . | <i>Ribes aureum</i> | Golden Current |
| 1 3 . | <i>Symphoricarpos oreophilus</i> | Mt Snowberry |

Perennials

- | | | |
|-----|--------------------------------|----------------------|
| 1 | <i>Aquilegia sp.</i> | Columbine |
| 2 | <i>Balsamorhiza</i> | Arrowleaf Balsamroot |
| 3 . | <i>Sagittata Campanula</i> | Bluebells |
| 4 . | <i>rotundifolia Castilleja</i> | Paintbrush |
| 5 . | <i>sp. Delosperma sp.</i> | Ice Plant |
| 6 | <i>Heuchera sp.</i> | Coral Bells |
| 7 | <i>Lupinus argenteus</i> | Lupine |
| 8 | <i>Oenothera sp.</i> | Primrose |
| 9 | <i>Penstemon sp.</i> | Penstemon |
| 1 0 | <i>Zinnia grandiflora</i> | Desert Zinnia |

EXHIBIT E-5 (cont)

Grasses / Vines / Groundcovers

- | | | |
|----|-------------------------------|-----------------------|
| 1. | <i>Achnatherum hymenoides</i> | Indian Rice Grass |
| 2. | <i>Agropyron smithii</i> | Western Wheatgrass |
| 3. | <i>Bromus sp.</i> | Mountain Brome |
| 4. | <i>Festuca idahoensis</i> | Idaho Fescue |
| 5. | <i>Lolium perenne</i> | Perennial Ryegrass |
| 6. | <i>Mahonia sp.</i> | Creeping Oregon Grape |
| 7. | <i>Opuntia sp.</i> | Prickly Pear Cactus |
| 8. | <i>Pachistima canbyi</i> | Dwarf Mountain Lover |
| 9. | <i>Sorghastrum nutans</i> | Indian Grass |

Turf

*Drought tolerate fescue mix. Sod grass that requires manicuring, cutting and irrigation is not allowed.

* Not found on the Site

EXHIBIT F
Maintenance Building Plans

EXHIBIT F-1

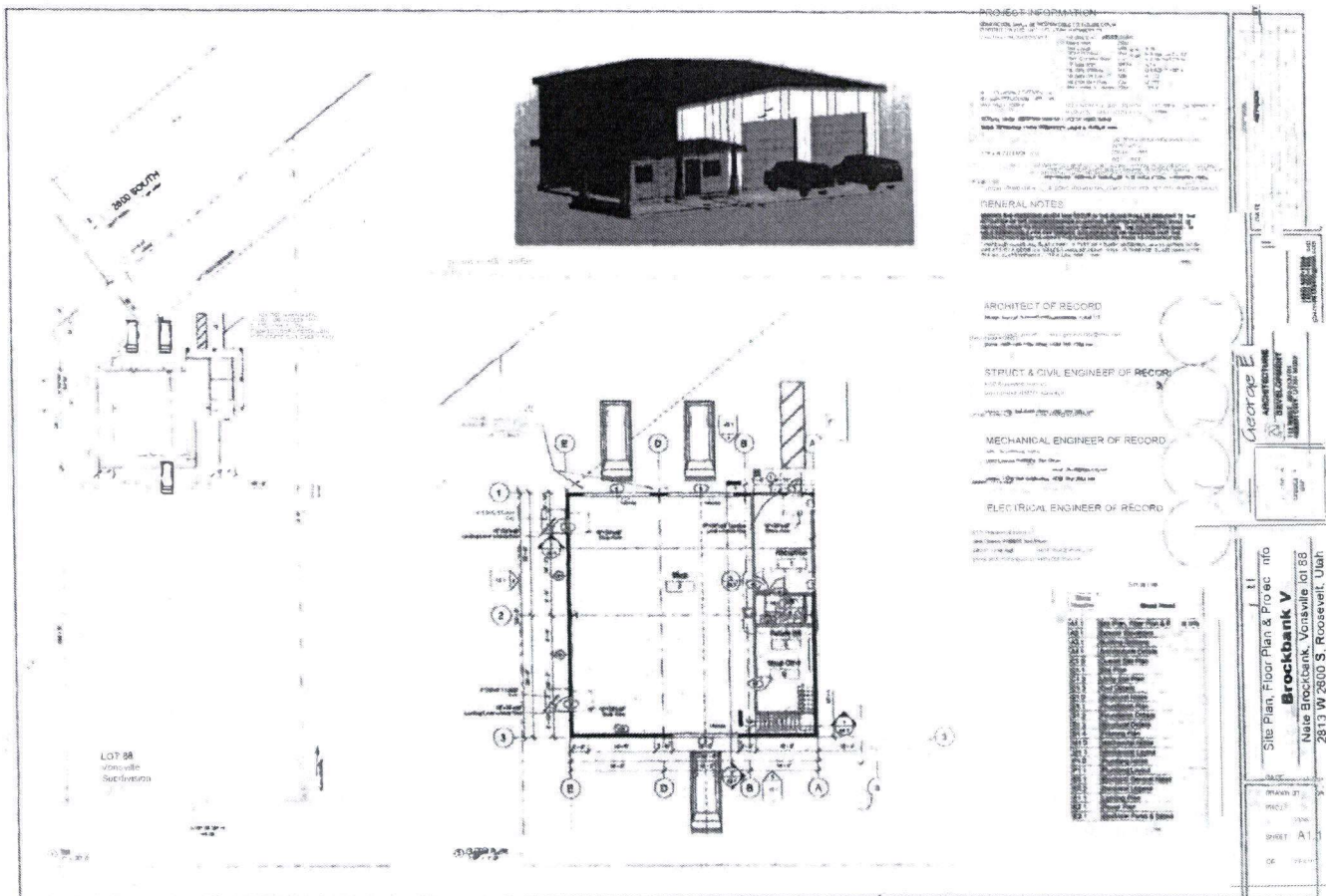


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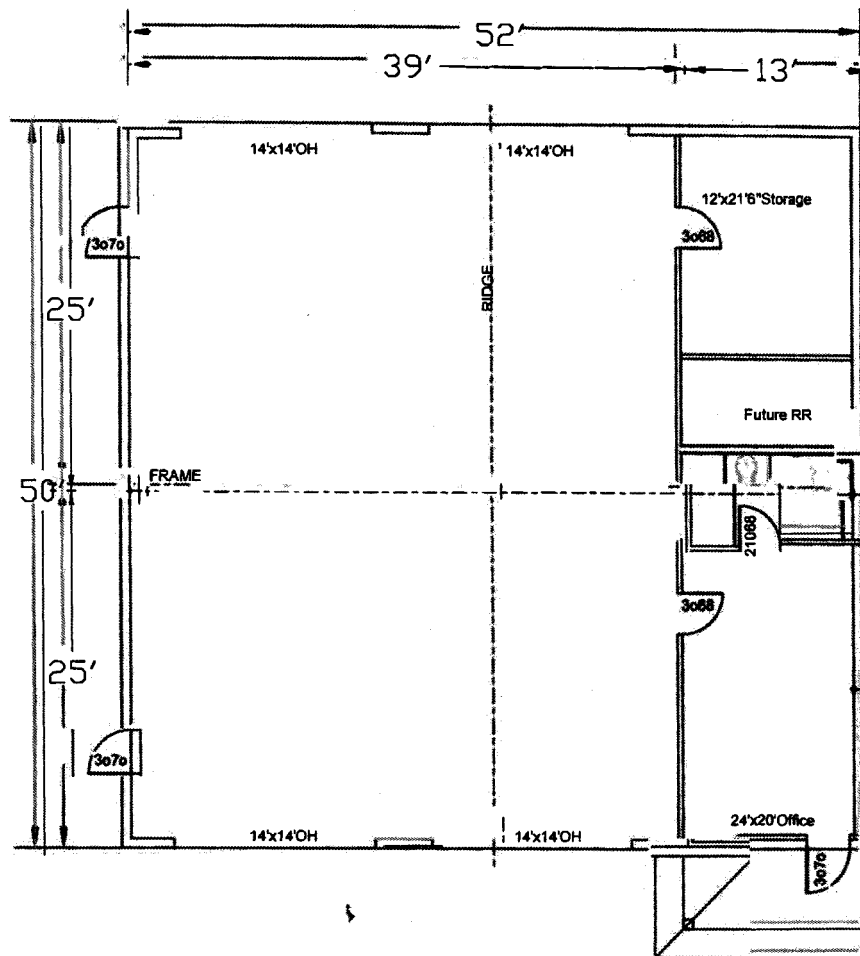


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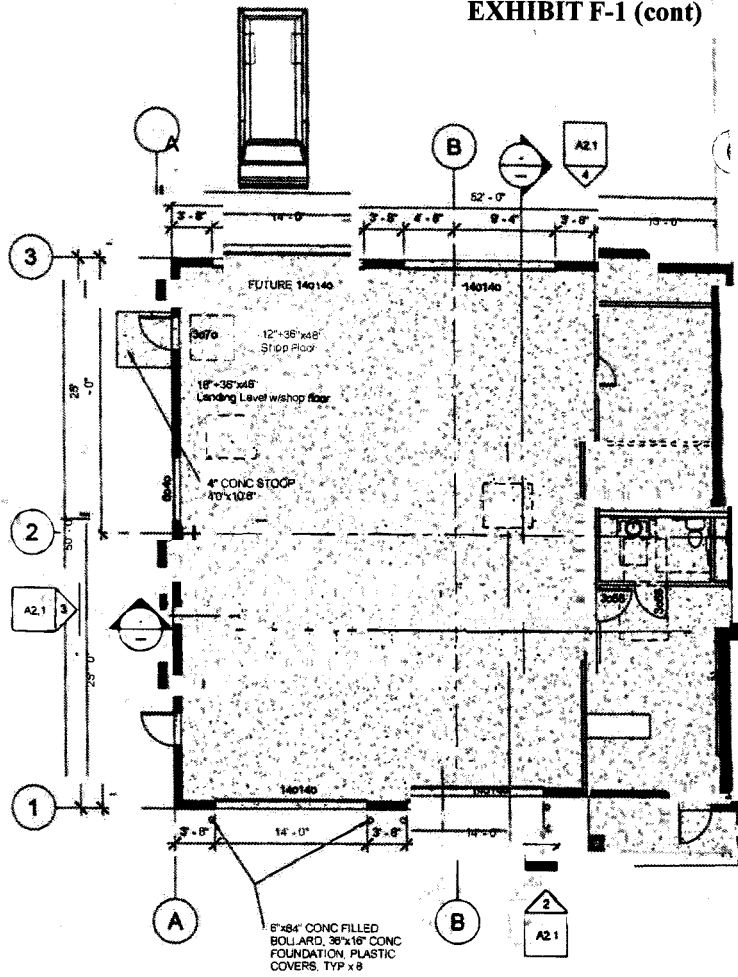


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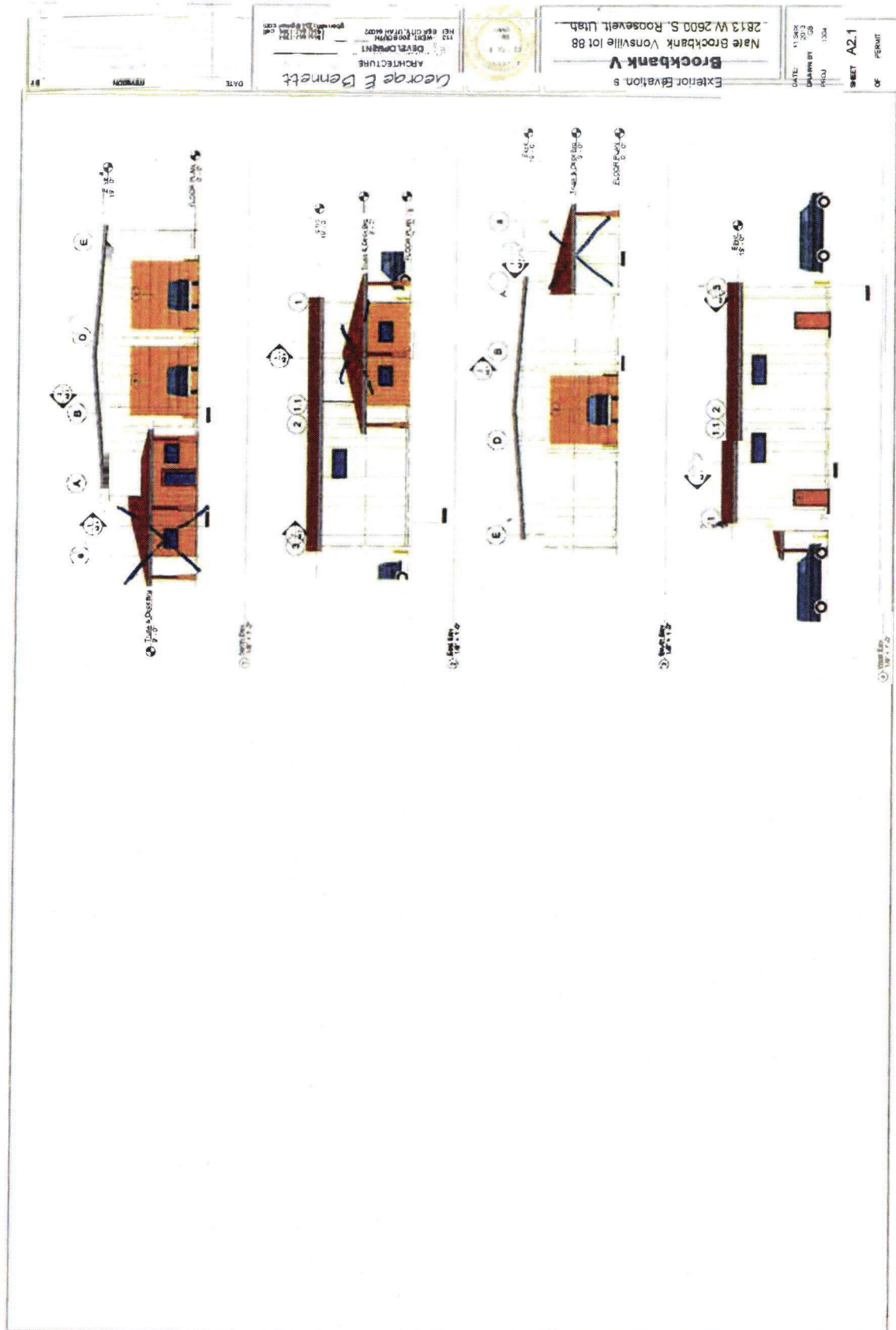
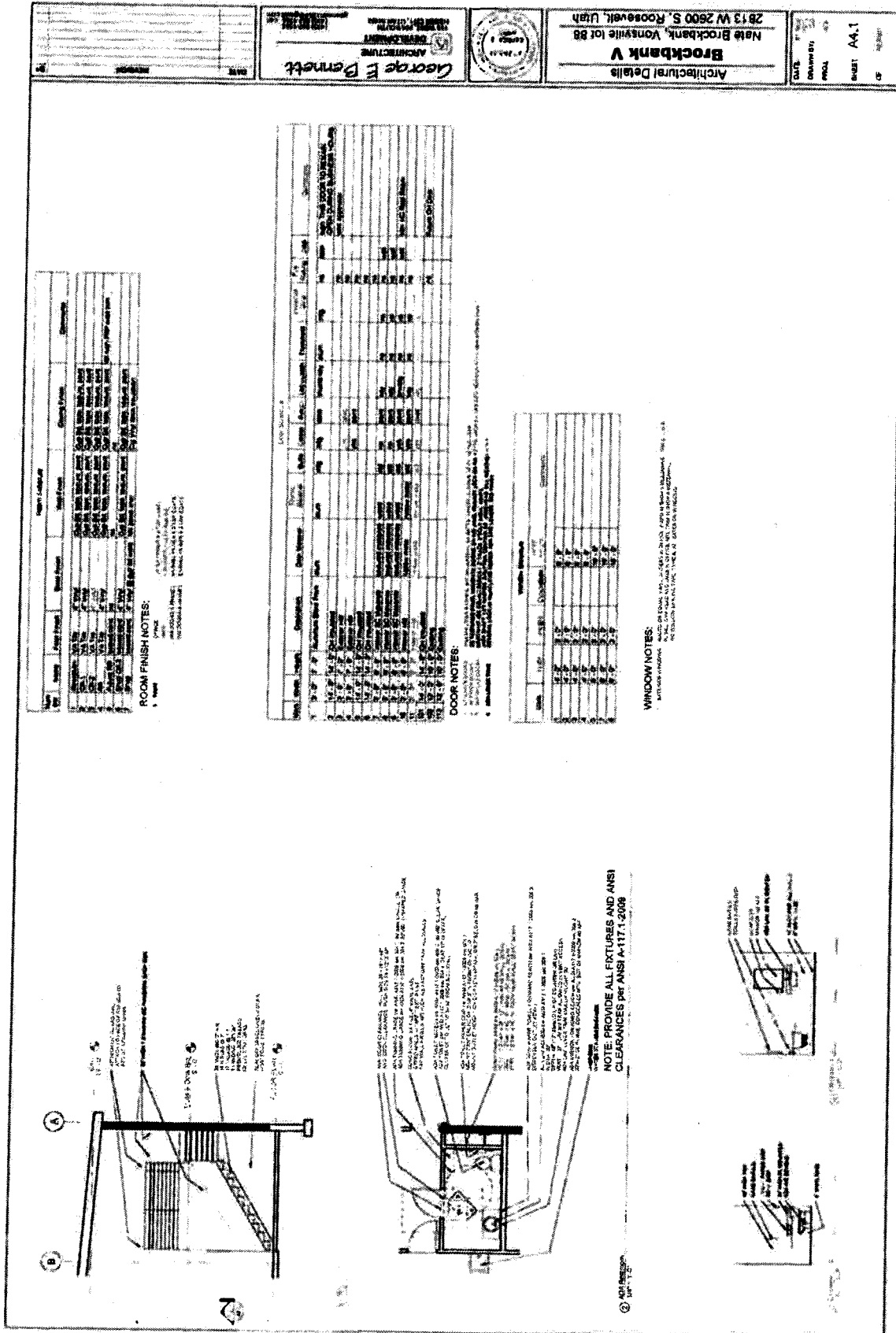


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EXHIBIT F-1 (cont)


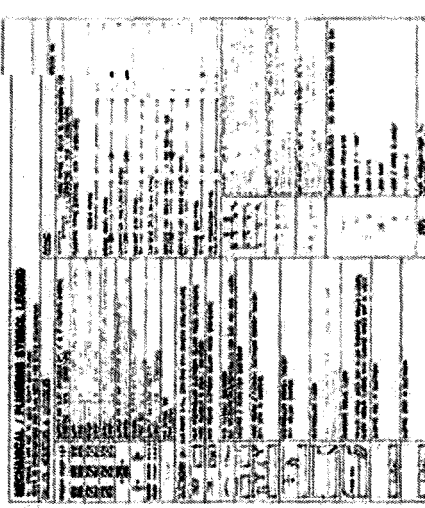

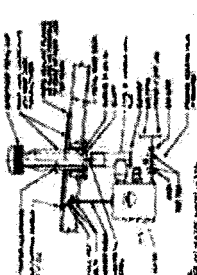
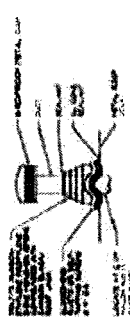




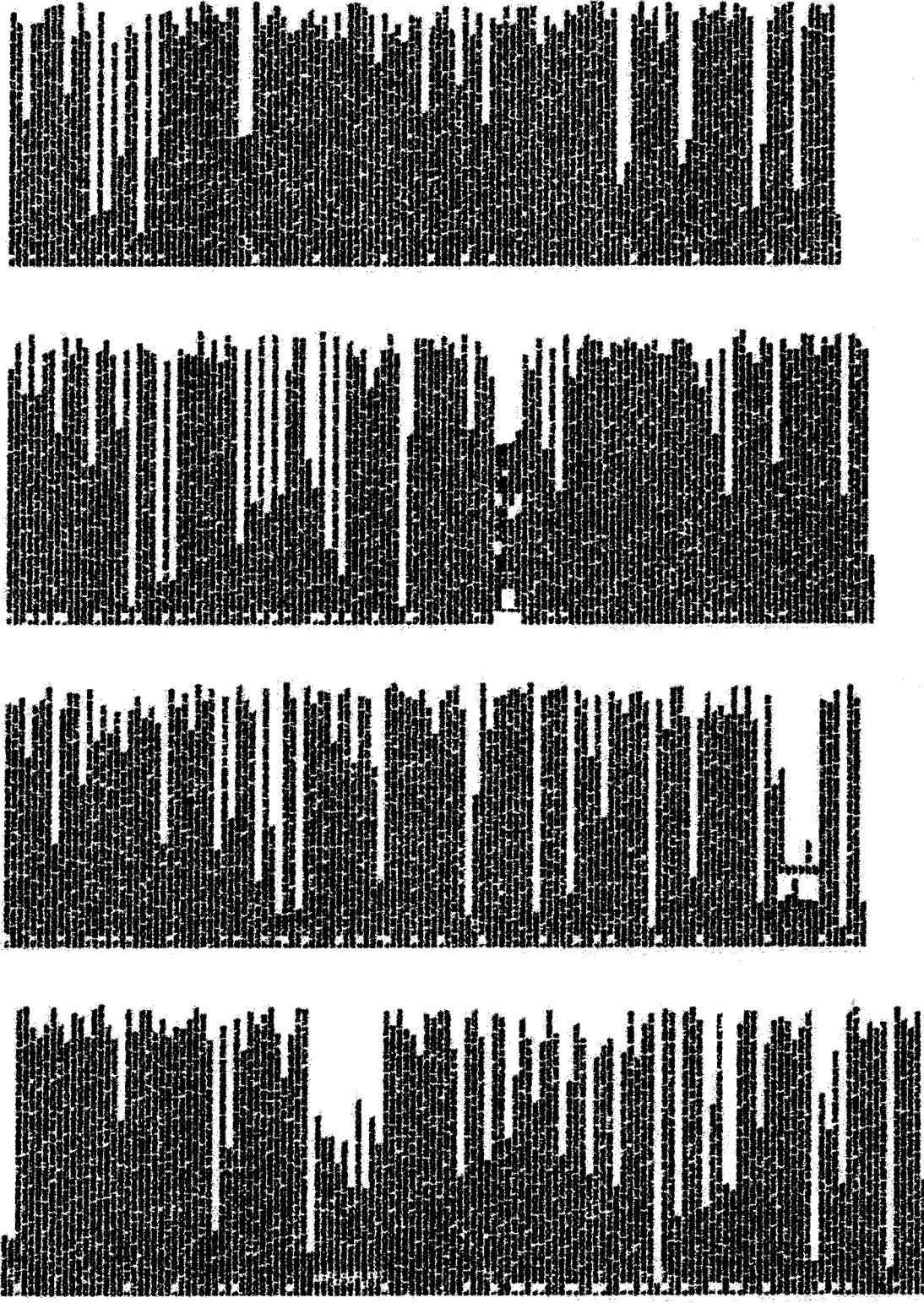
George E. Bennett
ARCHITECTURE
2813 W 2600 S, Roosevelt, Utah

Architectural Details
Brockbank V
Note Brockbank, Yonahville lot 88
2813 W 2600 S, Roosevelt, Utah


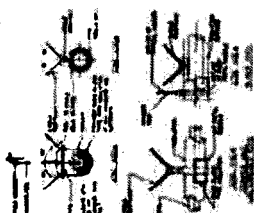

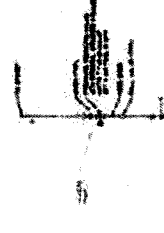

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SCALE: A4.1

10/1/08

	<p>PROJECT NO.</p> <p>DATE</p> <p>1/10/10</p>	<p>BROOKBANK V</p>	<p>2813 W. 2800 S. LOT 88</p> <p>ROOSEVELT, UT</p>	<p>MECHANICAL NOTES</p>	<p>PERMIT</p> <p>M1.0</p>
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				2013 W. 2000 S. LOT 18 ROOSEVELT, UT		ELECTRICAL GENERAL NOTES		PERMIT E-01	
									

[illegible]

 <p>WATER SUPPLY VENT</p>	 <p>WATER SUPPLY VENT</p>	 <p>WATER SUPPLY VENT</p>	 <p>WATER SUPPLY VENT</p>
			
<p>BROCKBANK V</p>			
<p>2013 W. 200 S. LOT 06 ROOSEVELT, UT</p>			
<p>PLUMBING NOTES</p>			
<p>PERMIT P1.0</p>			

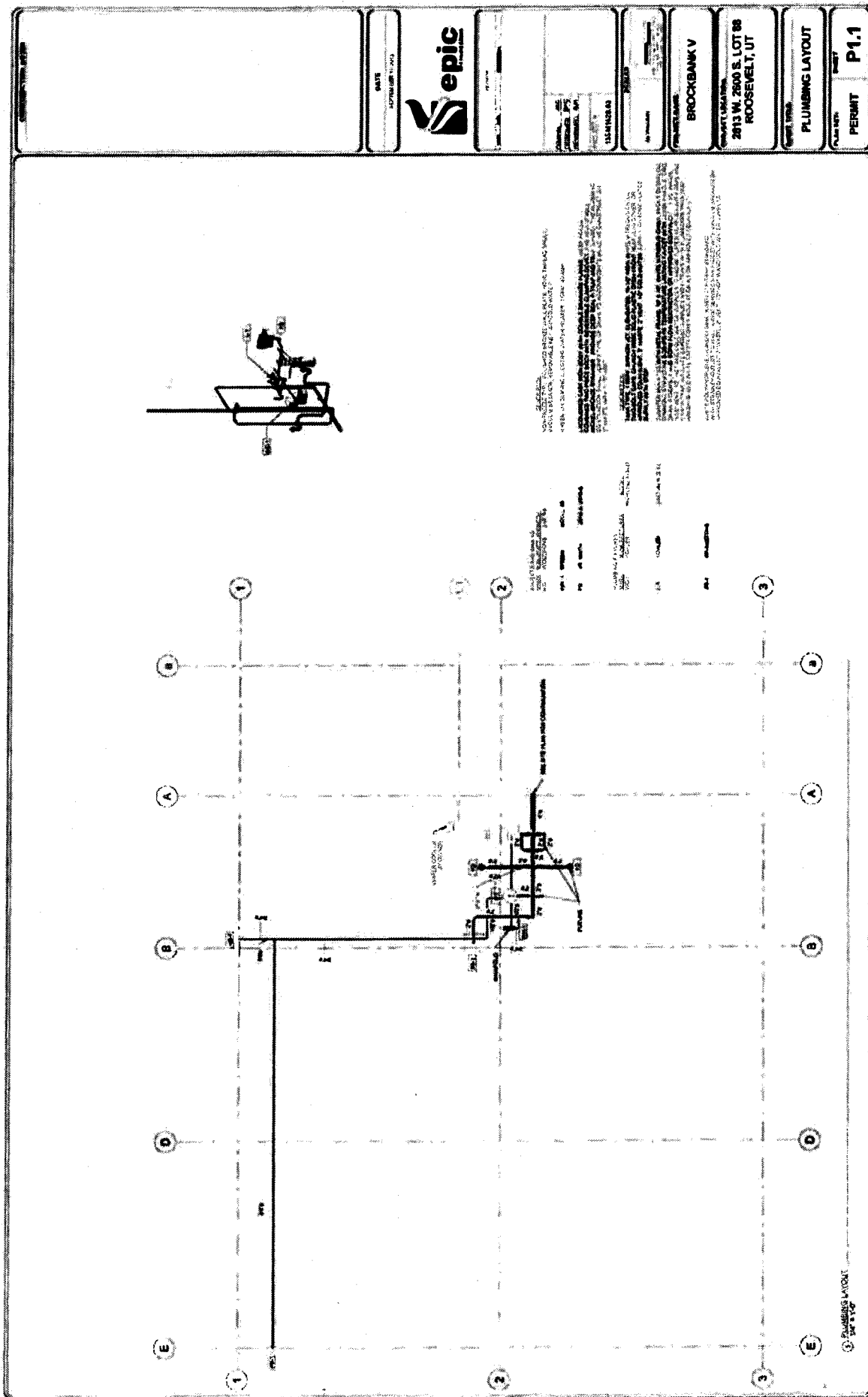


EXHIBIT G
Internet Backbone

PROPOSED MAINLINES FOR INTERNET

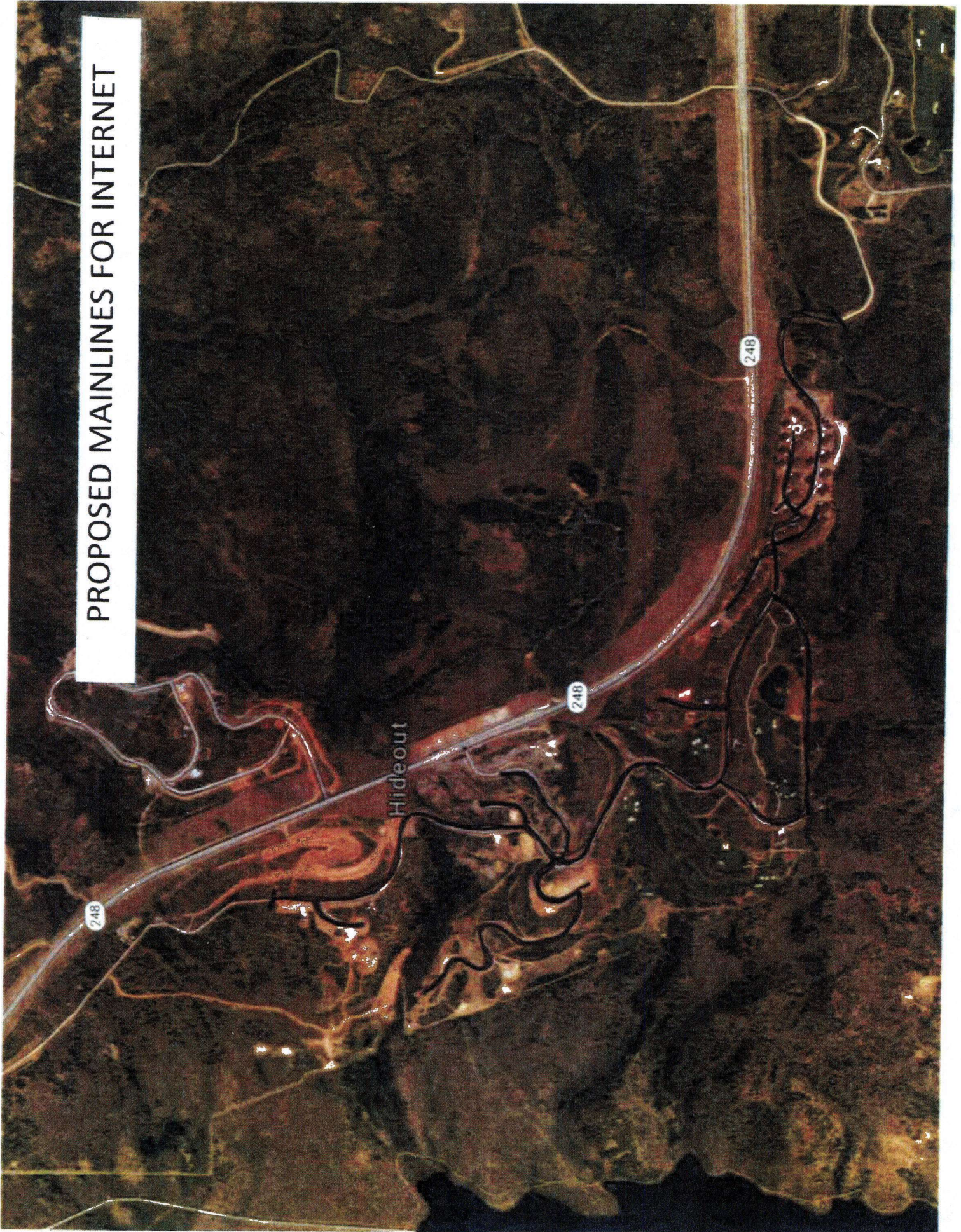


EXHIBIT H
Plans for Parks, Gazebo, and Trails

EXHIBIT H-1**Standards for Monuments, Parks, and Streetlights****1. Monuments**

Monuments will act as visual landmarks, establishing a positive first impression of the community.

The community monument, located at the entrance to the Deer Water and Deer Springs Resorts, identifies the Town of Hideout. It is a natural-stone monument with varied wall heights. Each end of the wall is anchored with a stone column. Two more stone columns support a large logging chain.

The wall is:

- a three (3) feet tall x 10 feet section of wall;
- a four (4) feet tall x 26 feet long containing a sign placard; and
- another three (3) feet tall x 10 feet section of wall.
- These walls meander in a curvilinear line along the road

The sign is:

- roughly 24 inches high x 14 feet long.

The columns are:

- 4 feet tall plus a concrete cap which is; and
- the battered columns are 5 feet square at the base and 3.5 feet square at the top.
- The concrete cap is roughly 10" thick and 4 feet square.

Along each side of the entry drive coming from Highway 248 are rows of battered stone columns connected with logging chain. These columns sit within panels of lawn and are back-dropped with rows of trees.

The columns are:

- 6 feet tall plus a concrete cap; and
- the battered columns are 5 feet square at the base and 3 feet square at the top.
- The concrete cap is roughly 10" thick x 3.5 feet square.

Each of the Deer Water and Deer Springs neighborhoods may be identified with monuments of a similar character.

2. Parks

The parks provide significant useable open space. Their design will be a positive contribution to the community and will enhance its overall aesthetic appeal.

2.1 The Community Park

EXHIBIT H-1 (cont)

This 3.5-acre park is envisioned to include:

- a gazebo, approximately 20 x 20 feet in size, with stone columns and cedar shingle roof;
 - a playground;
 - two (2) pickleball courts;
 - sidewalks;
 - six (6) benches;
 - open lawn for play; and
 - appropriate trees and shrubs.
- A small parking lot is also provided for convenience.

2.2 The Dog Park

In order to accommodate the needs of dogs and their owners and to avoid infringing on the rights and contentment of others, a 1.3-acre dog park is provided. There will be separate areas for large and small dogs. The park will include

- fencing: black vinyl-coated chain link fence, 4 feet in height
- a total of eight (8) benches;
- waste stations; and
- lawn and trees.

3. Street Light

The street lights must be dark-sky compliant fixtures. The recommended fixture is one similar to that pictured here.

EXHIBIT H-1 (cont)

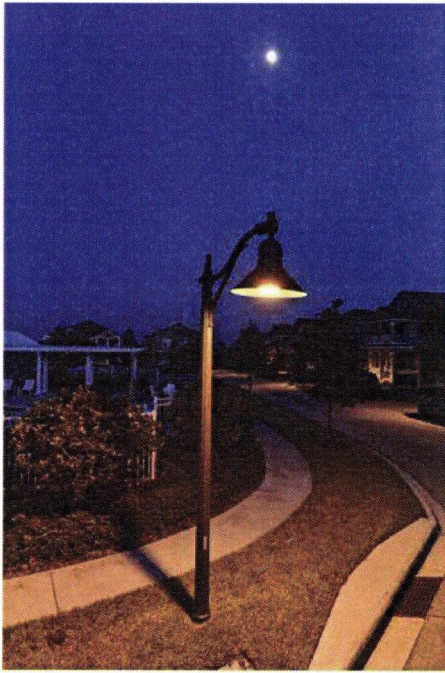


EXHIBIT H-1 (cont)

Town of Hideout Community Park

Amenities:

1- Pickleball Courts

2 standard size pickleball courts. (See attached diagram of courts.)
Courts will be fenced around the perimeter with a black coated steel fence.

2- Gazebo

Gazebo will be a minimum of 24' x 36' with 5 picnic tables, two barbeques and a concrete floor.

3- Playground

Playground is sold by Playground Depot. It is called Green Ivy II.
The ground under the playground equipment will either be engineered wood products or rubber tiles.
There will be 6 benches around perimeter of playground.

4- Open Space

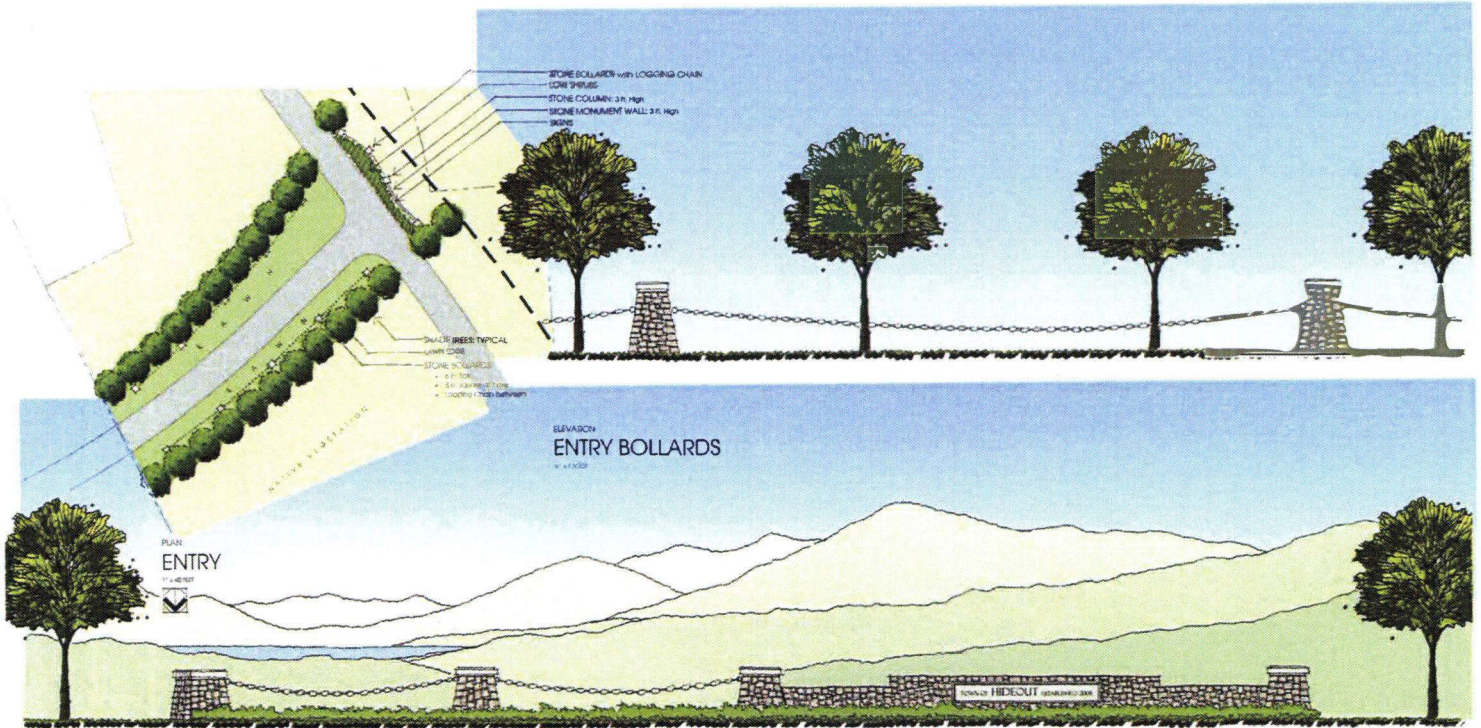
All open spaces with be sod.

5- Amphitheater

The plans for the amphitheater will be turned into engineering prior to construction.

6- Trails

EXHIBIT H-1 (cont)



ELEVATION
MONUMENT WALL
1/2" = 1'-0"

HIDEOUT PROPERTIES
DEER SPRINGS AND DEER WATERS RESORT

Sugar Plum Homes • 2265 E. Murray Holladay Road • Holladay, Utah

DESIGNED BY
MICHAEL ROSEY
ARCHITECTS
1000 S. 1000 E.
SUITE 100
SALT LAKE CITY, UT 84143
TEL: 313.444.4444
WWW.MICHAELROSEYARCHITECTS.COM

EXHIBIT H-2

CHEYENNE MODEL

24 x 30

SPECIFICATIONS

Dimensions:

Roof Dimensions	24' x 30'
Column Dimensions (center to center)	24' x 20'6"
Minimum Clearance @ Eave	8'0"
Roof Height @ Peak	± 17'4"
Gable Roof	6:12 pitch
Square Feet Under Roof	± 1260 ft. ²

Steel columns shall be 7" x 7" steel tubes .188 in. minimum wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-325 or A-307 and hidden at all connections.

Roofing shall be 24 gauge 16" Standing Seam steel pre-cut and prefinished with ribs running with the slope of the roof.

Facia shall be tube steel.

2nd tier shall be continuous length of structure with ship prow ends.

Open or welded "C" channel, "I" beams, "S" or "Z" purlins or angle iron shall not be allowed.

Provisions for (2) lights and (2) outlets.

EXHIBIT H-3

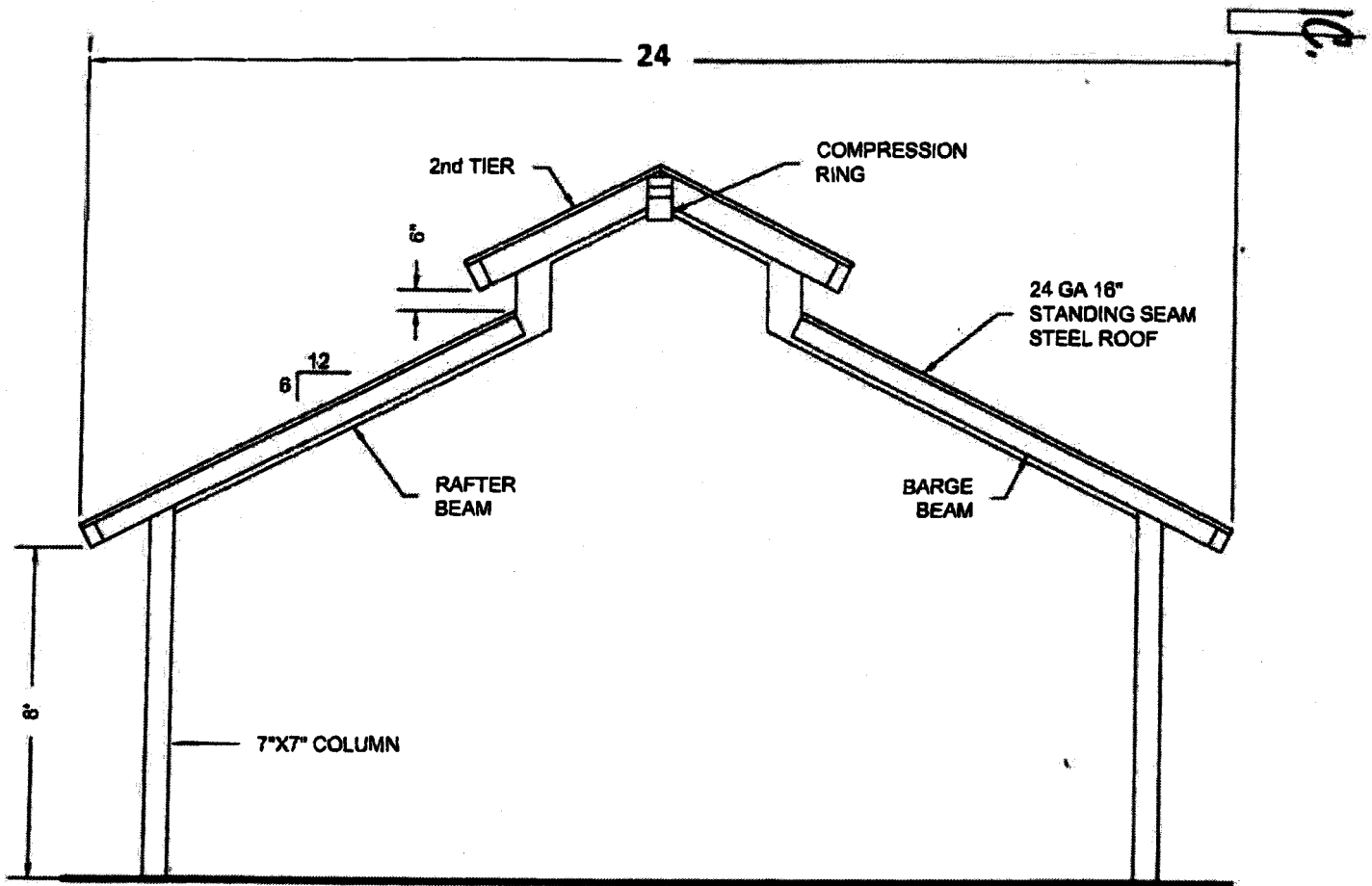


EXHIBIT H-3 (cont)

4/19/2018

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EXHIBIT H-4

Town of Hideout Community Park

The community park at Deer Springs is 4.40 acres and includes the following features:

- ° 2 pickle ball courts
- ° Commercial playground equipment
- ° Gazebo
- ° Picnic tables and benches
- ° Ample amounts of open space
- ° Amphitheater



EXHIBIT H-4 (cont)

Pickleball Court

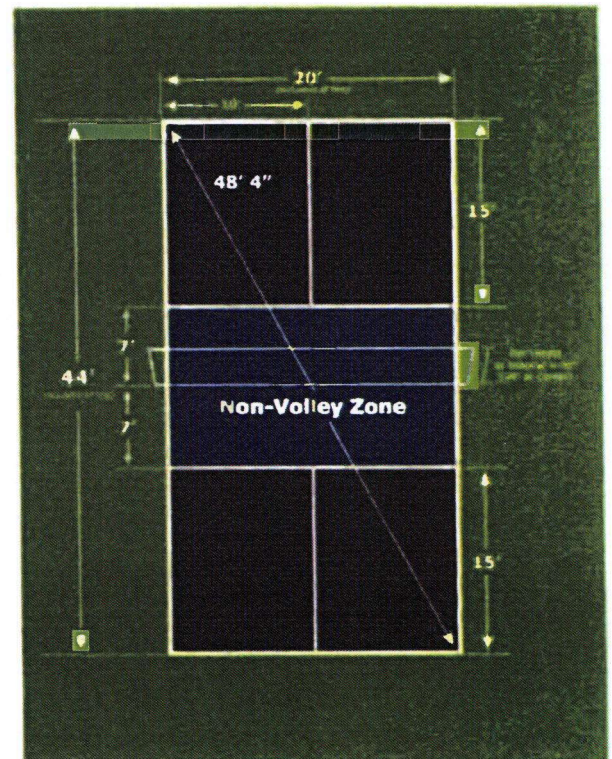


EXHIBIT H-4 (cont)



EXHIBIT H-4 (cont)

2.0 Open Space & Trails

Site, Landscape and Architectural Design Guidelines

Conceptual Amphitheater

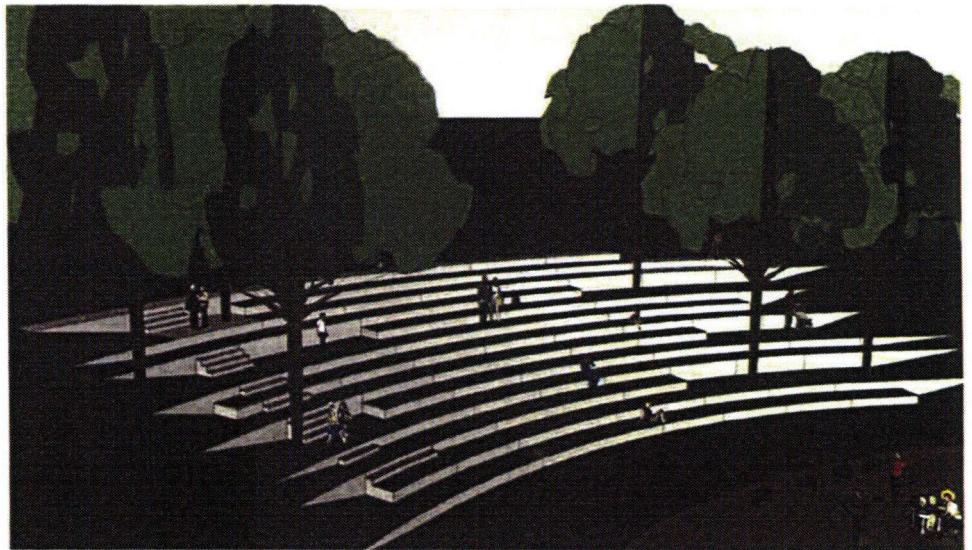


EXHIBIT H-5

Town of Hideout Dog Park

1- Separate Areas

The Dog Park will consist of small dog and large dog areas.

The entire perimeter will be fenced with a 4 foot black coated steel fence.

2- Entrance Gate

Entrance to the dog park will be a dual gate entrance.

A dual gate allows a dog owner to bring a dog into a confined space on-leash, where the dog can be unleashed before entry to the dog park.

3- Surface Material

Either wood chips, rice stones or sand. Rice stones are approximately 1/4 to 3/4 of an inch in diameter.

4- Amenities

Park will provide two dog bag stands, 4 benches; two in the small dog area and two in the large dog area. Agility structures and stones and boulders will be installed in both the small and large dog areas.

EXHIBIT H-5 (cont)

2.1 Parks

Deer Springs is united through a variety of parks, trails and open space.

2.2 Dog Park

The dog park at Deer Springs is 1.25 acres and includes the following features:

- ° Double gated entry for dog safety
- ° Small dog park area
- ° Large dog park area
- ° Fenced with black chainlink
- ° Dog agility obstacles



EXHIBIT H-6

Deer Springs Trail

One of the main elements that unites and connects Deer Springs with the Town of Hideout is its vast trail systems.

Deer Springs physical location and its trail systems allows the Town of Hideout residents to connect to Park City by connecting to the existing Rail Trail and to Deer Valley by connecting to the Jordanelle Parkway.

The Deer Springs Trail system will be built to the highest of standards, including:

- ° Paved asphalt
- ° 10' wide
- ° 13,600 linear feet long
- ° 300 trees planted along the trail systems

