

STATE OF UTAH



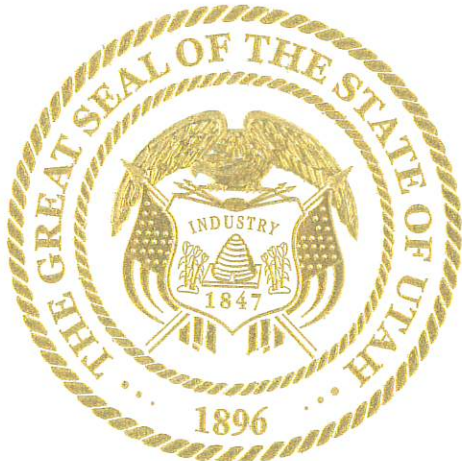
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the SAWMILL INFRASTRUCTURE FINANCING DISTRICT located in WASATCH COUNTY, dated JANUARY 31, 2025, complying with §17B-1-215, 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 incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SAWMILL INFRASTRUCTURE FINANCING DISTRICT, 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 7th day of February, 2025 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

**PETITION REQUESTING THE CREATION OF
SAWMILL INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WASATCH COUNTY, UTAH**

October 28, 2024

Joey D. Granger
Wasatch County Clerk-Auditor
25 North Main Street
Heber, Utah 84032
(435) 657-3190
clerkauditor@wasatch.utah.gov

The undersigned (the “Petitioners”) believe that the “Responsible Clerk” and the “Responsible Body” (as defined in UCA §17B-1-201(12) and UCA §17B-1-201(13)) are the Wasatch County Clerk and Wasatch County and hereby request that the Clerk of Wasatch County, Utah (the “County Clerk”) certify this Petition for the Sawmill Infrastructure Financing District (the “District”) pursuant to the Special District Act, Title 17B, Chapters 1 and 2a, Part 13, Utah Code Annotated 1953 (the “Act”). The Petitioners request the formation of the District in order to assist in the financing of public infrastructure to service and benefit the area within the proposed District (collectively the “Development”).

I. Petitioners

Petitioners/Owners:

Whale White, LLC
c/o Ryan Poelman
260 South 1200 West
Orem, Utah 84058

Sawmill Land Investment, LLC
c/o Ryan Poelman
770 East Main Street, Suite 242
Lehi, Utah 84043

as the owners of property located at:
Heber City, more particularly described on **Exhibit A**
Wasatch County, Utah

Contact Sponsor:

Ryan Poelman
260 South 1200 West
Orem, Utah 84058
435-733-1000
rp@awrpea.com

II. Property Owner(s) and Registered Voters

The Petitioners represent 100% of the surface property owners within the proposed District's boundaries. The Petitioners further represent that all of the property within the proposed District's boundaries is within Wasatch County, Utah. The Petitioners represent that there are currently no registered voters within the boundary of the District.

III. Name of District

Sawmill Infrastructure Financing District.

IV. Proposed District Boundaries

The Petitioners request that the initial District's boundaries include the real property described in **Exhibit A** (the "Original District Boundaries"). The Original District Boundaries are further described and depicted in the Final Local Entity Plat, as shown in **Exhibit B** (the "Final Local Entity Plat").

V. Requested Service

The Petitioners request the District be created in accordance with Chapter 2a, Part 13 of the Act for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act; to service and benefit the District area.

VI. Governing Document

In accordance with the requirements of the Act, attached hereto as **Exhibit C** and incorporated by reference is a draft of the Governing Document, as the same may be amended and restated hereafter, for the District (the "Governing Document").

VII. Engineer's Certificate

In accordance with the requirements of the Act, attached hereto as **Exhibit D** and incorporated by reference is the certificate of an engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, certifying that the costs of public infrastructure and improvements to be constructed within the boundary of the District exceeds \$1,000,000.

VIII. Board of Trustees and Divisions

- a) The Petitioners hereby waive the residency requirement of Section 17B-1-302 of the Act.
- b) The Petitioners propose that the Board of Trustees for the District be initially composed of three (3) members at large, who are agents, or officers of the property owner, and are hereby appointed for the indicated initial terms as follows:

Trustee 1: Ryan Poelman, for an initial term of six years
260 South 1200 West
Orem, Utah 84058

Trustee 2: Matt Lewis, for an initial term of four years
260 South 1200 West
Orem, Utah 84058

Trustee 3: Aftyn Morrison, for an initial term of six years
260 South 1200 West
Orem, Utah 84058

- c) Respective board seats shall transition from appointed to elected seats upon the following milestone:
- i) Trustee 1 shall transition to an elected seat at the end of a full term during which sixty percent (60%) of the certificates of occupancy have been issued within the District.
 - ii) Trustee 2 shall transition to an elected seat at the end of a full term during which seventy-five percent (75%) of the certificates of occupancy have been issued within the District.
 - iii) Trustee 3 shall transition to an elected seat at the end of a full term during which ninety percent (90%) of the certificates of occupancy have been issued within the District.
- d) No divisions will be established within the boundary of the District.

IX. Petitioners' Consent and Acknowledgments

The Petitioners hereby consent to:

- i) The creation of the District within the Original District Boundaries;
- ii) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17B-1-302 of the Act;
- iii) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act;
- iv) The recording of a notice as required under Section 17B-1-215(2)(a), which will apply to all real property within the Original District Boundaries.
- v) The Petitioners hereby acknowledge and certify that the foregoing Trustees are either owners of property within the District or agents or officers of owners of property within the District.
- vi) The Petitioners acknowledge that the signature(s) below are grouped to comply with

Section 17B-1-208(1)(a)(ii).

X. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

XI. Government Entities Involved

- a. Municipality. Heber City, Utah
- b. County. Wasatch County, Utah

XII. [Reserved]

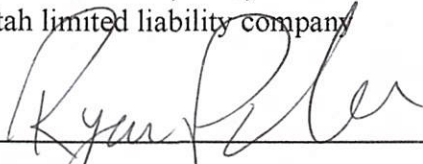
XIII. Instructions for Clerk

- a) In accordance with the requirements of Section 17B-1-209 of the Act, the County Clerk has 45 days to determine whether this Petition complies with the requirements of Sections 17B-1-203(d), 17B-1-205(1), and 17B-1-208(1). If the County Clerk determines that the Petition complies with the applicable requirements, the County Clerk shall mail or deliver written notification of the certification and a copy of the certified Petition to the Contact Sponsor. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.
- b) If the County Clerk certifies this Petition, the County Clerk shall, within the 45 days specified above, file with the Lieutenant Governor's Office, in addition to a copy of the certified Petition (including the exhibits hereto):
 - i) a copy of the Notice of an Impending Boundary Action, attached hereto as **Exhibit E**; and
 - ii) a copy of the Final Local Entity Plat.
- c) Documents may be filed with the Lieutenant Governor's Office at annexations@utah.gov with the Contact Sponsor cc'd on such email.
- d) If the County Clerk determines that this Petition fails to comply with any of the applicable requirements, the County Clerk shall reject this Petition and notify the Contact Sponsor in writing of the rejection and the reasons for the rejection. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.
- e) In the event the County Clerk fails to certify or reject this Petition within 45 days, this Petition will be deemed certified and the Petitioners may notify the Lieutenant Governor's Office and submit the required documents for creation of the District.

(***INTENTIONALLY LEFT BLANK***)

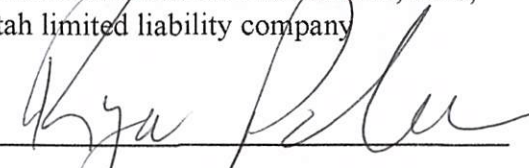
IN WITNESS WHEREOF, the Petitioners have executed this Petition as of the date indicated above.

WHALE WHITE, LLC,
a Utah limited liability company



By: Ryan Poelman
Its: Manager

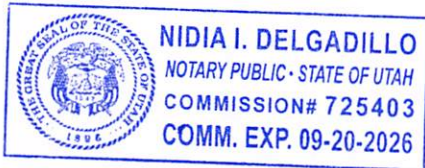
SAWMILL LAND INVESTMENT, LLC,
a Utah limited liability company



By: Ryan Poelman
Its: Manager

STATE OF UTAH)
) ss:
COUNTY OF Utah)

On this 30 day of October, 2024, personally appeared before me Ryan Poelman, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager of Whale White, LLC, who is the Manager of the Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

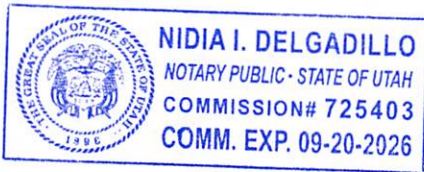




Notary Public

STATE OF UTAH)
COUNTY OF Utah)^{ss:}

On this 30 day of October, 2024, personally appeared before me Ryan Poelman, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager of Sawmill Land Investment, LLC, who is the manager of the Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.





Notary Public

EXHIBIT A

(LEGAL DESCRIPTION)

Original District Boundaries

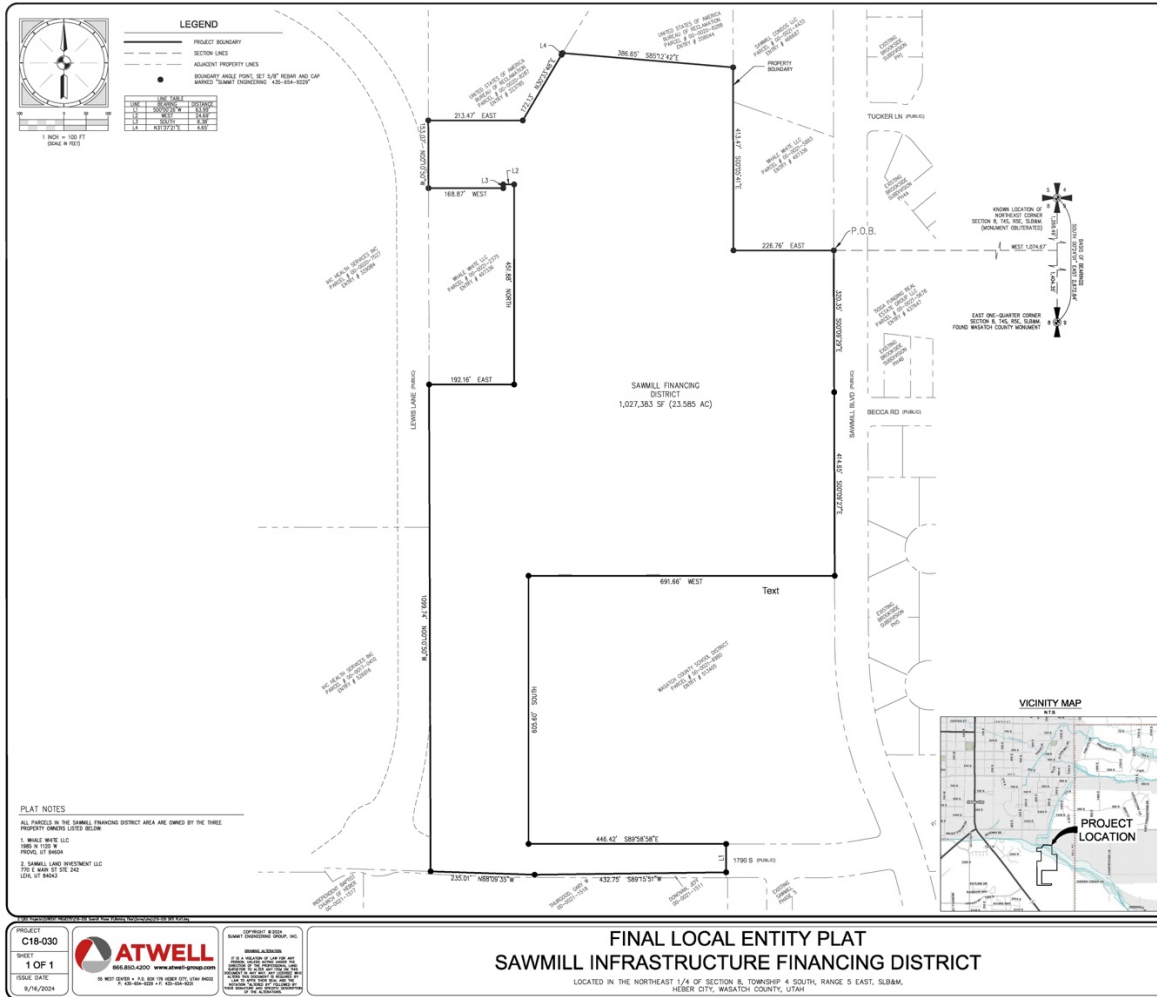
BEGINNING AT A POINT THAT LIES S00°24'01"E 1,268.49 FEET AND WEST 1,074.67 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN.

THENCE S00°09'29"E 320.35 FEET; THENCE S00°09'27"E 414.65 FEET; THENCE WEST 691.66 FEET; THENCE SOUTH 605.60 FEET; THENCE S89°58'58"E 446.42 FEET; THENCE S00°00'26"W 63.99 FEET; THENCE S89°15'51"W 432.75 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°10'50"W 1,099.74 FEET; THENCE N90°00'00"E 192.16 FEET; THENCE NORTH 451.88 FEET; THENCE WEST 24.69 FEET; THENCE SOUTH 8.38 FEET; THENCE WEST 168.87 FEET; THENCE N00°10'50"W 153.07 FEET; THENCE EAST 213.47 FEET; THENCE N30°33'48"E 172.13 FEET; THENCE N31°37'21"E 4.65 FEET; THENCE S85°12'42"E 386.65 FEET; THENCE S00°05'41"E 413.47 FEET; THENCE EAST 226.76 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 23.585 ACRES, OR 1,027,383 SQUARE FEET.

EXHIBIT B

(FINAL LOCAL ENTITY PLAT)



BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES 3050.00' N, 1384.48' WEST AND WEST 120.447' FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE MERIDIAN AND HEREON;

THENCE S00°27'27" E 302.28' FEET; THENCE S00°27'27" E 414.45' FEET; THENCE WEST 691.88' FEET; THENCE SOUTH 605.60' FEET; THENCE S00°27'27" E 414.45' FEET; THENCE S00°27'27" E 63.88' FEET; THENCE S00°27'27" E 435.75' FEET; THENCE N89°57'59" E 235.15' FEET; THENCE N00°27'27" W 124.74' FEET; THENCE N00°27'27" W 192.18' FEET; THENCE NORTH 404.88' FEET; THENCE WEST 24.68' FEET; THENCE SOUTH 610.48' FEET; THENCE WEST 124.74' FEET; THENCE N00°27'27" W 435.75' FEET; THENCE EAST 224.44' FEET; THENCE S00°27'27" E 120.44' FEET; THENCE N00°27'27" W 435.75' FEET; THENCE S00°27'27" E 302.28' FEET; THENCE S00°27'27" E 414.45' FEET; THENCE EAST 224.44' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 23.585 ACRES OR 1,027,383 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS "SUNNY SURVEY" EAST BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE NORTHEAST CORNER AND EAST QUARTER-CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-84-803 OF THE UTAH CODE, I, JAMES BRIDGES, BEING A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 21452-D-01 IN ACCORDANCE WITH TITLE 46, CHAPTER 2, OF THE PROFESSIONAL ENGINEERING AND PROFESSIONAL LAND SURVEYORS LICENSING ACT;

I, FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THE PLAT IN ACCORDANCE WITH SECTION 10-84-803 OF THE UTAH CODE, AND HAVE PERFORMED ALL NECESSARY MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

SAWMILL INFRASTRUCTURE FINANCING DISTRICT BOARD OF TRUSTEES

(THE UNDERSIGNED OWNERS OF THE TRACTS OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE COMPILED AND TO BE HEREINAFTER KNOWN AS THE SAWMILL INFRASTRUCTURE FINANCING DISTRICT.)

IN WITNESS WHEREOF, (WE) HAVE HEREUNTO SET MY(OUR) HAND(S) THIS _____ DAY OF _____, 20____.

BOARD MEMBER SIGNATURE _____ PRINTED NAME _____

BOARD MEMBER SIGNATURE _____ PRINTED NAME _____

BOARD MEMBER SIGNATURE _____ PRINTED NAME _____

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

ROS # _____

COUNTY SURVEYOR _____

PROJECT: C18-030
SHEET: 1 OF 1
ISSUE DATE: 8/19/2024

ATWELL
866.893.4200 www.atwell-group.com

10 WEST CENTER, 2/F, 801 7TH STREET, SALT LAKE CITY, UT 84143
P.O. BOX 10000, SALT LAKE CITY, UT 84110

FINAL LOCAL ENTITY PLAT
SAWMILL INFRASTRUCTURE FINANCING DISTRICT

LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLSBAM, HEBER CITY, WASATCH COUNTY, UTAH

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

ROS # _____

COUNTY SURVEYOR _____

EXHIBIT C
(GOVERNING DOCUMENT)

**GOVERNING DOCUMENT
FOR
SAWMILL INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WASATCH COUNTY, UTAH**

Prepared

by

York Howell, LLC
South Jordan, Utah

October 28, 2024

TABLE OF CONTENTS

I. INTRODUCTION 1

II. DEFINITIONS..... 1

III. ORIGINAL DISTRICT BOUNDARIES 2

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS..... 2

V. THE BOARD OF TRUSTEES..... 2

VI. DEVELOPMENT AGREEMENT. 3

VII. MISCELLANEOUS. 3

VIII. GOVERNING DOCUMENT AMENDMENT. 3

LIST OF EXHIBITS

EXHIBIT 1 Legal Description of Original District Boundaries and Plat

EXHIBIT 2 Copy of Development Agreement

I. INTRODUCTION

The District is a body corporate and politic with perpetual succession, a quasi-municipal corporation, a political subdivision of the State, and separate and distinct from and independent of any other political subdivision of the State. It is intended that the District will provide a part or all of the Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance or reimburse the construction of these Improvements pursuant to the Special District Act and the Assessment Act and to finance or reimburse the construction of C-PACE Improvements.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

“Assessment Act” means Title 11, Chapter 42, Utah Code as may be amended from time to time.

“Board” means the board of trustees of the District.

“C-PACE Act” means Title 11, Chapter 42a, Utah Code as may be amended from time to time.

“District” means Sawmill Infrastructure Financing District.

“Governing Document” means this Governing Document for the District.

“Improvements” means all or a portion of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally permitted in the Special District Act or the Assessment Act, as determined by the Board.

“Original District Boundaries” means the boundaries of the District, as described in **Exhibit 1** hereto.

“Petitioners” means Whale White, LLC and Sawmill Land Investment, LLC, collectively as the petitioners requesting the creation of the District.

“Special District Act” means Title 17B of the Utah Code, including Chapter 2a, Part 13, Infrastructure Financing Districts, as amended from time to time.

“State” means the State of Utah.

“Trustee” means a member of the Board.

“Utah Code” means the Utah Code Annotated 1953, as amended.

III. ORIGINAL DISTRICT BOUNDARIES

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 23.585 acres, as further described in **Exhibit 1.**

B. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioners or their designees may make any corrections, deletions, or additions to the legal descriptions attached hereto which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments.

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS

A. District Powers. The District shall have all of the power granted to an infrastructure financing district under the Special District Act, including any powers granted after the date of this Governing Document, except as may be expressly amended or reserved by resolution of the Board. The District shall have the power and authority to provide the Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, the Assessment Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

B. Proposed Improvements. The purpose of the District is to finance the Improvements. It is anticipated that the District will finance all or a portion of the following Improvements, provided the District may finance any improvements permitted under the Special District Act, the Assessment Act, or the C-PACE Act, including, but not limited to, Site Work, Roads, Public Utilities, Parks, Trails, Sidewalks, Site Upgrades, and related public improvements.

V. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three Trustees. The owners of surface property within the District waived the residency requirement. The initial Board is appointed as follows, with all terms commencing on the date of issuance of a certificate of incorporation by the Lieutenant Governor's Office of the State of Utah:

1. Trustee 1. RYAN POELMAN is hereby appointed to the Board with an initial term of six (6) years.

2. Trustee 2. MATT LEWIS is hereby appointed to the Board with an initial term of four (4) years.

3. Trustee 3. AFTYN MORRISON is hereby appointed to the Board with an initial term of six (6) years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 60% of units within the district.

2. Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.

3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 90% of units within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Re-Election, Re-Appointment, Vacancy.

Upon the expiration of a Trustee's respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee's nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with the Special District Act, shall be entitled to vote on such matters.

VI. DEVELOPMENT AGREEMENT

In accordance with the requirements of the Special District Act, attached hereto as **Exhibit 2** is a copy of the "Development Agreement" (if applicable) relating to infrastructure to be developed within the boundary of the District and for which the District anticipates providing funding. The Development Agreement is subject to amendment and revision and is not a limitation on the Improvements that may be financed by the District.

VII. MISCELLANEOUS

It is the intent of the District to use a competent and nationally recognized bond underwriter with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

VIII. GOVERNING DOCUMENT AMENDMENT

Subject to the limitations of the Special District Act, this Governing Document may be amended by passage of a resolution of the Board approving such amendment.

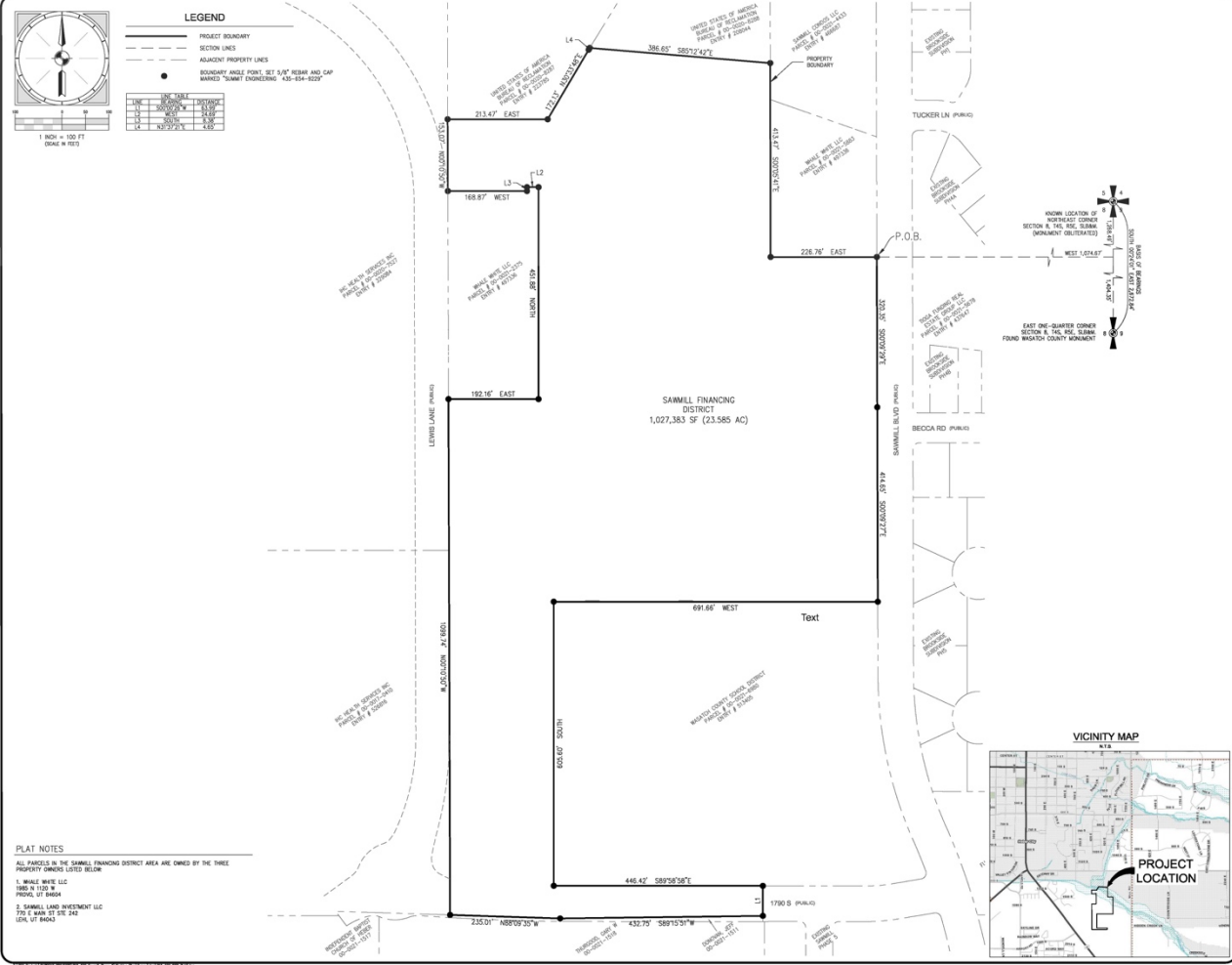
EXHIBIT 1

(LEGAL DESCRIPTION OF ORIGINAL DISTRICT BOUNDARIES AND PLAT)

BEGINNING AT A POINT THAT LIES S00°24'01"E 1,268.49 FEET AND WEST 1,074.67 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN.

THENCE S00°09'29"E 320.35 FEET; THENCE S00°09'27"E 414.65 FEET; THENCE WEST 691.66 FEET; THENCE SOUTH 605.60 FEET; THENCE S89°58'58"E 446.42 FEET; THENCE S00°00'26"W 63.99 FEET; THENCE S89°15'51"W 432.75 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°10'50"W 1,099.74 FEET; THENCE N90°00'00"E 192.16 FEET; THENCE NORTH 451.88 FEET; THENCE WEST 24.69 FEET; THENCE SOUTH 8.38 FEET; THENCE WEST 168.87 FEET; THENCE N00°10'50"W 153.07 FEET; THENCE EAST 213.47 FEET; THENCE N30°33'48"E 172.13 FEET; THENCE N31°37'21"E 4.65 FEET; THENCE S85°12'42"E 386.65 FEET; THENCE S00°05'41"E 413.47 FEET; THENCE EAST 226.76 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 23.585 ACRES, OR 1,027,383 SQUARE FEET.



PLAT NOTES
 ALL PARCELS IN THE SAWMILL FINANCING DISTRICT AREA ARE OWNED BY THE THREE PROPERTY OWNERS LISTED BELOW:
 1. WHEEL WELLS LLC
 1802 N. 1025 S.
 P.O. BOX 91
 PLEASANTON, UT 84649
 2. SAWMILL LAND INVESTMENT LLC
 770 E. MAIN ST. STE. 242
 LOGAN, UT 84301
 3. WHEEL CORP. LLC
 1802 N. 1025 S.
 P.O. BOX 91
 PLEASANTON, UT 84649

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT THAT LIES 800.00 FT. S88.48°E AND WEST 1.07467 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE MERIDIAN;
 THENCE S89.50°E 385.88 FEET; THENCE S89.50°E 34.80 FEET; THENCE WEST 88.88 FEET; THENCE SOUTH 88.88 FEET; THENCE S89.50°E 446.42 FEET; THENCE S89.50°E 432.75 FEET; THENCE S89.50°E 432.75 FEET; THENCE N89.50°E 235.01 FEET; THENCE N00.50°E 1.07467 FEET; THENCE N00.50°E 1.07467 FEET; THENCE NORTH 40.26 FEET; THENCE WEST 18.88 FEET; THENCE SOUTH 8.88 FEET; THENCE WEST 88.88 FEET; THENCE N00.50°E 18.88 FEET; THENCE NORTH 40.26 FEET; THENCE WEST 18.88 FEET; THENCE SOUTH 8.88 FEET; THENCE WEST 88.88 FEET; THENCE N00.50°E 18.88 FEET; THENCE NORTH 40.26 FEET; THENCE WEST 18.88 FEET; THENCE SOUTH 8.88 FEET; THENCE WEST 88.88 FEET; THENCE N00.50°E 18.88 FEET; THENCE NORTH 40.26 FEET; THENCE WEST 18.88 FEET; THENCE SOUTH 8.88 FEET; THENCE WEST 88.88 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 23.585 ACRES, OR 1,027,383 SQUARE FEET.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY SOUTH AZIMUTH EAST BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE NORTHEAST CORNER AND EAST QUARTER-CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE
 IN ACCORDANCE WITH SECTION 10-24-2(2) OF THE UTAH CODE, I, THE SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 32848-001 IN ACCORDANCE WITH TITLE 66, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSE ACT.
 I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 10-24-2(2) OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

SAWMILL INFRASTRUCTURE FINANCING DISTRICT BOARD OF TRUSTEES
 I, _____ (NAME), THE UNDERSIGNED OWNER(S) OF THE INTERESTS OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE CORNERED AND TO BE FOREVER KNOWN AS THE SAWMILL INFRASTRUCTURE FINANCING DISTRICT.
 IN WITNESS WHEREOF, I (WE) HAVE HEREUNTO SET MY(OUR) HAND(S) THIS _____ DAY OF _____, 20____.
 BOARD MEMBER SIGNATURE _____ PRINTED NAME _____
 BOARD MEMBER SIGNATURE _____ PRINTED NAME _____
 BOARD MEMBER SIGNATURE _____ PRINTED NAME _____

WASATCH COUNTY SURVEYOR
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.
 BOE # _____
 COUNTY SURVEYOR _____

PROJECT: C18-030
 SHEET: 1 OF 1
 ISSUE DATE: 5/16/2024
 ATWELL
 85 WEST CENTER • P.O. BOX 170 • HEBER CITY, UTAH 84302
 P. 801-969-8822 • F. 801-969-8823
 WWW.ATWELL.COM

FINAL LOCAL ENTITY PLAT
SAWMILL INFRASTRUCTURE FINANCING DISTRICT
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.L.B.M.,
 HEBER CITY, WASATCH COUNTY, UTAH

EXHIBIT 2

(COPY OF DEVELOPMENT AGREEMENT)

ORDINANCE NO. 2021-26

AN ORDINANCE AMENDING THE SAWMILL MASTER PLAN AND MDA

WHEREAS, The Wasatch County School District is in need of a new elementary school near the southeast portion of the City to accommodate growth from the Sawmill Development and surrounding developments.

WHEREAS, The Heber City Council finds it in the public interest to modify the current Sawmill Master Plan and MDA to accommodate a 10 acre Elementary School site within the Sawmill Development.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Sawmill Master Plan and MDA are **AMENDED** as shown in Exhibit 1.

This Ordinance shall take effect immediately upon passage.

ADOPTED and PASSED by the City Council of Heber City, Utah this 19th day of October, 2021, by the following vote:

	AYE	NAY
Council Member Heidi Franco	<u>X</u>	<u> </u>
Council Member Wayne Hardman	<u>Absent</u>	<u> </u>
Council Member Rachel Kahler	<u>X</u>	<u> </u>
Council Member Ryan PC Stack	<u>X</u>	<u> </u>
Council Member Mike Johnston	<u>Excused</u>	<u> </u>



APPROVED:

Kelleen Potter
Mayor Kelleen Potter

ATTEST:
Shirley W. Cooke

Date: 10/19/2021

RECORDER

**AMENDMENT TO THE SAWMILL
PLANNED COMMUNITY MIXED-USE DEVELOPMENT AGREEMENT**

The Sawmill Planned Community Mixed-Use Development Agreement, (“Development Agreement”), dated January 3, 2018, is hereby **amended** as of this ____ day of _____, 2021, as follows, by and through, Robbin Red, LLC, Successor to Ridgepoint Management Group, LLC (“Developer”) and Heber City Corporation, (“Heber City”), or “City”, or “The City”), collectively hereinafter referred to as the “Parties”.

1. The conditions and requirements of this agreement apply to the portion of the Sawmill Development West of Sawmill Blvd.

2. Exhibit A of the said original 2018 Development Agreement, the “the approved SAWMILL MASTER PLAN” is revised and replaced by **Exhibit A** attached hereto.

3. Exhibit B of the said original 2018 Development Agreement, “the Master Plan Application Package” is revised and replaced by **Exhibit B** attached hereto, as “the Amended Master Plan”.

4. The original phasing plan of the 2018 Master Plan has been replaced by **Exhibit C** attached hereto.

5. Paragraph 7.a.is deleted, and any obligation associated with the Senior Housing requirement is vacated.

6. Paragraph 7.b. is amended as follows:

Commercial. The development shall consist of, at a minimum, 1,500 square feet of commercial space for every net acre of Village Center (VC), with a minimum of 30% being reserved for ground floor commercial. The Master Plan consists of 40.52 net acres of VC, requiring 60,780 square feet of commercial space. The commercial building height shall be limited to four (4) stories.

7. Paragraph 8.e.i., is amended as follows:

The parties agree the open space shown in the attached Exhibit B is acceptable to the city and meets the requirements of the master plan.

7.1 Paragraph 8.e.ii., is amended as follows:

All private open space, including but not limited to the retention basin and associated areas of said basin within Phase 2 A, as amended, or pursuant to a revised Master Plan, shall be owned and maintained by an HOA.

7.2 Paragraph 8.e.v., is added as follows:

Exhibit B attached to this agreement describes the acceptable types and locations of amenities that will be installed by the developer. (Community club house / pool, pavilions, pickle ball courts, basketball court, playground) Developer will install these amenities and will be owned and maintained by the HOA.

8. Paragraph 12 is amended as follows:

Developer has proposed 108 unit apartments. Developer agrees to establish rules and enforce rules through an HOA requiring the rental rate of any such units occupied by law enforcement individuals employed by the Heber City Police Department or Wasatch County Sheriff's Department, to be reduced by \$300.00 per month, upon condition that said employees are allowed to bring their department vehicles home. This rent reduction shall be evaluated every two years pursuant to the Western CPI to insure a consistent, escalating rent reduction throughout the years. Said rent reduction shall be perpetual for the life of said units.

8.1. The Senior Housing Provision of Paragraph 12 is deleted, and any obligation associated with that provision or Senior Housing is vacated.

9. Paragraph 14.a. is amended as follows:

As a condition of development of Phases 8 and 9, as amended, or pursuant to a revised Master Plan, the portion of road described as 500 East, as a City Standard Major Collector Road, and associated improvements and Master Planned Utilities from 1200 South to the roadway located at approximately 1900 South, also formally known as Tingey Lane, and now known as Hidden Creek Lane, shall be constructed and completed by whomever first develops Phases currently described as 8 and 9. Said construction and development of said road shall be operational and accepted by the City on or before October 30, 2023. It is the specific intent of the parties that the following will not be approved or awarded by the City until completion of the described said 500 E as a Major Collector Road:

- i. The Wasatch County School District receives a certificate of occupancy for a proposed new school constructed on District Property located adjacent to the Project.
- ii. The issuance of building permits for Projects located within 500 feet on the eastern side of 500 East.

Additionally, should the Marvis Clyde Estate, or successor thereof, apply for and begin development of its property west of 500 East, the Developer and District shall initiate the above described construction of the 500 East Major Collector Road.

10. Paragraph 14 is further amended by the additional provision.

14. c. With regard to the southwest portion of the future 500 East Collector Road, spanning from the intersection of the future 500 East and the aforementioned 1900 South (fka Tingey Lane), to Highway 40, this portion specifically functioning as a connection to the proposed Saw Mill development to Highway 40, the parties agree as follows:

- i. Developer shall contribute to the cost of construction for this portion of the 500 East Collector Road in the following manner;

- A payment in the form of an additional fee per ERU over and above the standard city-wide road fees. Said fee shall be paid on those units within Sawmill Development Phases 2A, 2B, 3, 6, 8 and 9. Said fees shall be paid per ERU, at the time of application for a building permit, commensurate with, and as a condition of application, and approval for, each building permit.

- Fee calculation will be based on the estimated cost of a City Major Local road with drainage, curb, gutter, sidewalk, etc. divided by the ERU's approved in the aforementioned Sawmill Development Phases.

- In the event, the total cost of this portion of the 500 East Collector Road is not satisfied by Developer's additional road construction fee payments described above, any remaining costs shall be the responsibility of the City. The City will perform the calculation for this ERU fee at the time of approval of the first of the various applicable phases.

- In the event current or future land owners or developer(s) of the various properties associated with, or that run adjacent to the 500 East road, or fronting or contiguous to proposed City roads associated with the Project, develop along, and derive a benefit from, or are served by said roads, initially installed by Sawmill, a separate pioneering / reimbursement agreement will be implemented to assist reimbursement of Sawmill from said landowners' or developer(s)' prorated portion of the ERU fee.

11. This Agreement is contingent upon the following:

i. The completed sale and recorded deed transfer of the execution and recordation of a real estate purchase between the Developer and the Wasatch County School District for the anticipated property for a public elementary school.

ii. Said purchase agreement containing a provision requiring the Developer, or the School District as the Developer's successor, construct 500 East, to 1900 S, and 1900 South, from the east corner of the school districts property to the 500 East Collector road, with its associated improvements.

iii. Said Wasatch County School District Property purchase agreement and deed of transfer being subject to a recorded deed restriction limiting the uses, in perpetuity, of the land to public school or public park functions and uses of the Wasatch County School District or Heber City Corporation, and all related legal uses, including but not limited to evening events, ... community events, public meetings and community, public outdoor passive and/or active recreational uses.

iv. Said restrictive deed with its attendant above described language being approved by the City and recorded.

12. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

13. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

14. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

15. This Amendment Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

16. If any one or more provisions of this Amendment Agreement shall be held by any court to be invalid or unenforceable such invalidity or unenforceability shall not affect the validity of enforceability of any other portion of this Agreement.

17. Except as amended hereby or inconsistent herewith, the Sawmill Planned Community Mixed-Use Development Agreement, dated January 3, 2018, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 4th day of January, 2022.

HEBER CITY:

By: Kelleen Potter
Mayor Kelleen Potter



ATTEST:

Drina W. Cooke

Brian W. Cooke
Heber City Recorder

Whale White, LLC

By: *Ryan Poleman*
Ryan Poleman, Owner/Manager of Whale White, LLC
1187 North 300 West, Suite 300
Orem, Utah 84057

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 7 day of January, 2022, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Brian Bird Brian Bird
NOTARY PUBLIC



Robbin Red, LLC
By: *Ryan Poleman*
Ryan Poleman, Owner/Manager of Robbin Red, LLC
1187 North 300 West, Suite 300
Orem, Utah 84057

STATE OF UTAH)
 : Ss.
COUNTY OF WASATCH)

On this 7 day of January, 2022, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Brian Bird Brian Bird
NOTARY PUBLIC



Pelican Pink. LLC

By: Manager
Ryan Poleman, Owner/Manager of Pelican Pink, LLC
1187 North 300 West, Suite 300
Orem, Utah 84057

STATE OF UTAH)
 : Ss.
COUNTY OF WASATCH)

On this 7 day of January, 2022, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Brian Bird
NOTARY PUBLIC



Parcel ID:

00-0021-5883

00-0021-2375

00-0021-5884

00-0021-5886

00-0021-5885

00-0021-6980

00-0021-6981

00-0021-5835

00-0021-1525

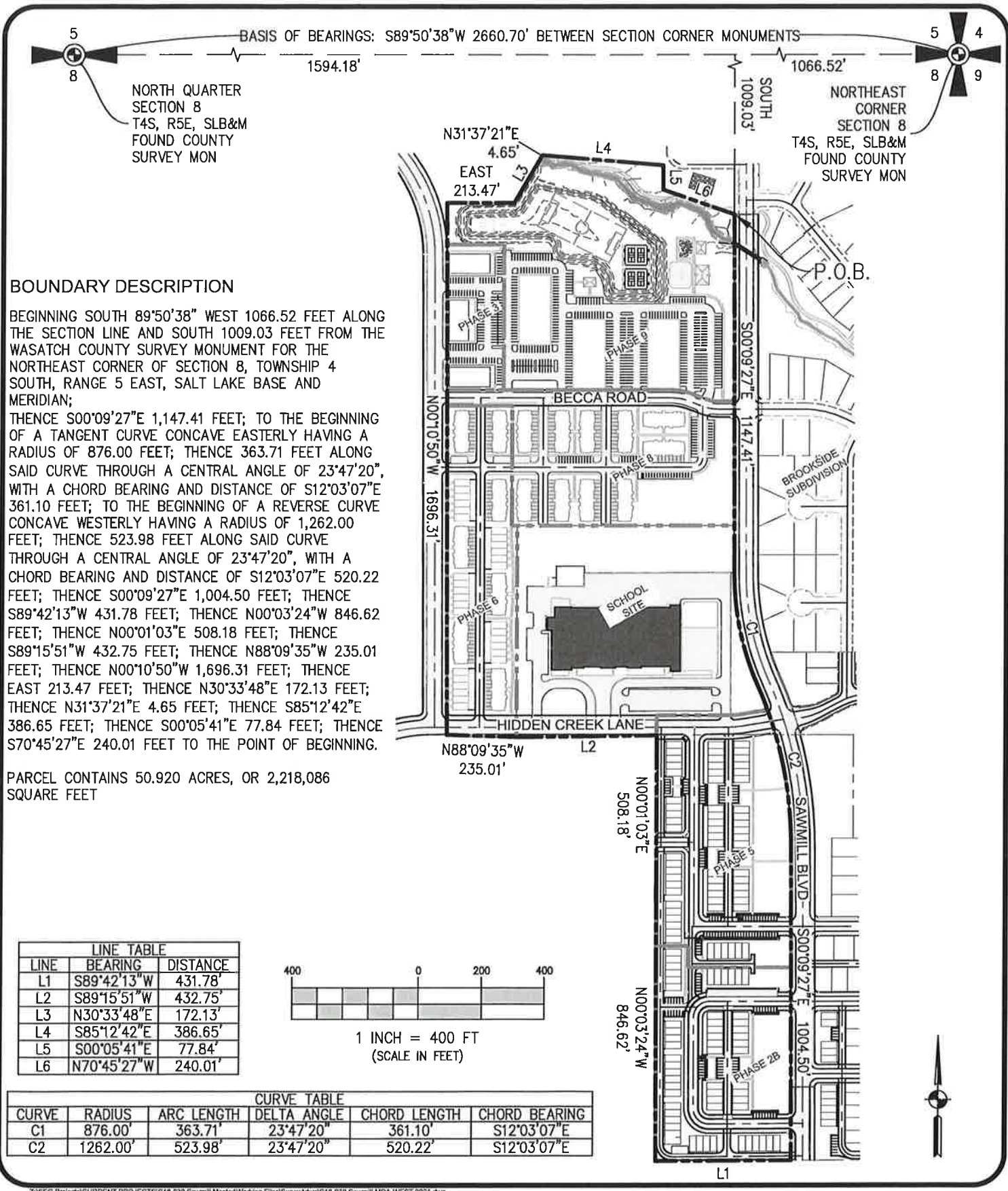
and all of Sawmill Phase 5

UNITS 501-561

PARCEL #'S

21-6145 to 21-6205

Exhibit A.



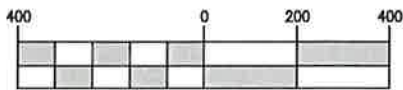
BOUNDARY DESCRIPTION

BEGINNING SOUTH 89°50'38" WEST 1066.52 FEET ALONG THE SECTION LINE AND SOUTH 1009.03 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S00°09'27"E 1,147.41 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 876.00 FEET; THENCE 363.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°47'20", WITH A CHORD BEARING AND DISTANCE OF S12°03'07"E 361.10 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,262.00 FEET; THENCE 523.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°47'20", WITH A CHORD BEARING AND DISTANCE OF S12°03'07"E 520.22 FEET; THENCE S00°09'27"E 1,004.50 FEET; THENCE S89°42'13"W 431.78 FEET; THENCE N00°03'24"W 846.62 FEET; THENCE N00°01'03"E 508.18 FEET; THENCE S89°15'51"W 432.75 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°10'50"W 1,696.31 FEET; THENCE EAST 213.47 FEET; THENCE N30°33'48"E 172.13 FEET; THENCE N31°37'21"E 4.65 FEET; THENCE S85°12'42"E 386.65 FEET; THENCE S00°05'41"E 77.84 FEET; THENCE S70°45'27"E 240.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 50.920 ACRES, OR 2,218,086 SQUARE FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°42'13"W	431.78'
L2	S89°15'51"W	432.75'
L3	N30°33'48"E	172.13'
L4	S85°12'42"E	386.65'
L5	S00°05'41"E	77.84'
L6	N70°45'27"W	240.01'



1 INCH = 400 FT
(SCALE IN FEET)

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	876.00'	363.71'	23°47'20"	361.10'	S12°03'07"E
C2	1262.00'	523.98'	23°47'20"	520.22'	S12°03'07"E

Z:\SEEG Projects\CURRENT PROJECTS\C18-030 Sawmill Master\Working Files\Survey\dwg\C18-030 Sawmill MDA-WEST 2021.dwg

PROJECT C18-030	PROJECT SAWMILL SUBDIVISION
SHEET 1	MASTER DEVELOPMENT BOUNDARY EXHIBIT

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84032

F: 435.654.9229
F: 435.654.9231

Summit Engineering Group Inc.
Structural • Civil • Surveying

Exhibit B.



LEGEND

- PROPOSED TOWN HOME
- ORIGINAL TOWN HOME
- PROPOSED SINGLE FAMILY LOT
- ORIGINAL SINGLE FAMILY LOT
- PROPOSED TOWN HOME
- ORIGINAL TOWN HOME
- PROPOSED CONDO
- ORIGINAL CONDO
- PROPOSED APARTMENT
- PROPOSED COMMERCIAL BUILDING
- PROPOSED 10' TRAIL
- PROPOSED CLUB HOUSE & POOL

TABULATIONS

ORIGINAL OPEN SPACE	27.00 AC				
ORIGINAL WEST OF SAWMILL BLVD	19.88 AC				
PROPOSED OPEN SPACE	28.85 AC				
PROPOSED WEST OF SAWMILL BLVD	19.73 AC				
SCHOOL SITE:	10.01 AC				
SCHOOL OPEN SPACE:	4.29 AC				
UNIT TYPE	UNIT NO.	EAST UNIT NO.	WEST UNIT NO.	PARKING	ADD. PARKING
TOWN HOMES	11 UNITS	152 UNITS	288	150	
TOWN HOMES	16 UNITS		36		
SINGLE FAMILY LOTS	65 LOTS		136		
CONDOS	246 UNITS	480	91		
APARTMENT	108 UNITS	270	27		
COMMERCIAL		144			
CLUB HOUSE & PARK		70			
TOTAL:	92	300	1417	285	

PROJECT: SAWMILL SUBDIVISION MASTER PLAN EXHIBIT

COVER SHEET

PROJECT: C18-030
SHEET: 1

DATE: 08/14/2018
DRAWN BY: J. HARRIS
CHECKED BY: M. HARRIS

Summit Engineering Group Inc.
STRUCTURE • CIVIL • SURVEYING

10000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.440.4228
WWW.SUMMIT-ENG.COM



LEGEND

- PROPOSED TWIN HOME
- ORIGINAL TWIN HOME
- PROPOSED SINGLE FAMILY LOT
- ORIGINAL SINGLE FAMILY LOT
- PROPOSED TOWN HOME
- ORIGINAL TOWN HOME
- PROPOSED CONDO
- ORIGINAL CONDO
- PROPOSED SCHOOL
- PROPOSED COMMERCIAL BUILDING
- PROPOSED APARTMENT
- PROPOSED CLUB HOUSE & POOL
- PROPOSED 10' TRAIL

TABULATIONS

ORIGINAL OPEN SPACE:	27.06 AC		
ORIGINAL WEST OF SAWMILL BLVD	19.89 AC		
PROPOSED OPEN SPACE:	26.85 AC		
PROPOSED WEST OF SAWMILL BLVD	19.73 AC		
SCHOOL SITE:	10.01 AC		
SCHOOL OPEN SPACE:	4.29 AC		
UNIT TYPE	UNIT NO.	PARKING	ADD. PARKING
TOWN HOMES	11 UNITS	152 UNITS	288
TWIN HOMES	16 UNITS	36	138
SINGLE FAMILY LOTS	65 LOTS	240 UNITS	480
CONDOS	108 UNITS	270	27
APARTMENT	144	144	70
CLUB HOUSE & PARK	70		
TOTAL	32	500	268

PROJECT
SAWMILL SUBDIVISION MASTER PLAN EXHIBIT

COVER SHEET

PROJECT: C18-030
SHEET: 1

34 EAST CENTER
KANSAS CITY, MO 64112
P: 816.444.4229
F: 816.444.4228

Summit Engineering Group Inc.
Structural • Civil • Surveying

Exhibit C.

SAWMILL PLANNED COMMUNITY
PLANNED COMMUNITY MIXED-USE DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this 3 day of January, 2018, by and between Heber City, hereinafter referred to as "City" and Ridgepoint Management Group, LLC, it's successors and assigns, the undersigned as "Developer".

WHEREAS, the Developer has proposed a master plan for the Sawmill Master Planned Community, consisting of 85.5 acres and 622 residential units; and

WHEREAS, the Heber City Code requires that the Parties enter into a Planned Community Mixed-Use Development Agreement; and

WHEREAS, The City is willing to enter into such an agreement upon certain conditions and subject to certain covenants;

NOW, THEREFORE, the parties hereby agree as follows:

The "Sawmill Master Plan" shall be approved by Heber City and be construed with, made a part of this Agreement, and be binding upon the Parties and their assigns and successors in interest.

In addition to said Master Plan and the provisions there with, the following shall constitute the terms and conditions between the Developer and City for the Sawmill Planned Community Mixed-Use Development Agreement as required per Section 18.62.050.A.5 of the PCMU Zone.

With respect to Exhibit A (the approved SAWMILL MASTER PLAN), the Developer shall, prior to recording the separate subdivision plats, transfer to the City all required diversion water rights necessary for development as determined by the City. Water transferred to the City shall be equivalent to a year round water right.

1. Area Description. The Sawmill Development ("Sawmill") is constituted as the land identified by the legal description in Exhibit A.
2. Compliance With Annexation Agreement. Developer shall comply with all requirements of the Boldav and Strawberry Annexation Agreements, which are recorded at the Wasatch County Recorder's Office in Book _____, Page _____, and Book _____, Page _____, respectively.
3. Compliance With Zone Change Agreement. Developer shall comply with all requirements of the Tingey-Glass Zone Change Agreement, including but not limited to:
 - a. Within 400 feet of the western right of way line of Mill Road, development of the properties shall be consistent with the following:
 - i. The land use shall include only detached single family dwellings developed at no more than four (4) units per acre gross, trails and/or open space;
 - ii. Dwellings shall be constructed no more than 2 stories in height;

- iii. New dwellings shall not establish driveway access to Mill Road.
4. Compliance With Master Plan. The Sawmill Development shall comply with the Master Plan Application Package (the "Master Plan") attached and incorporated as part of this Agreement hereto as Exhibit B in regard to, but not limited to, the total number of units, density, general configuration, open space uses, and improvements and is hereby approved to develop the property consistent with the Master Plan.
5. Density. Sawmill shall consist of not more than 622 equivalent residential units, as outlined in the approved Master Plan.
6. Uses. All uses within the Sawmill Development shall be consistent with Section 18.62 PCMU Zone.
7. Building Types. All buildings in Sawmill shall comply with the Master Plan and Section 18.62 PCMU Zone.
- a. Residential. The development shall consist of Single Family Residential, Townhomes, Live-Work, Mixed Use Residential, 10-Plex Multifamily, and a 55+ Apartment Complex.
 - b. Commercial. The development shall consist of, at a minimum, 1,500 square feet of commercial space for every net acre of Village Center (VC), with a minimum of 30% being reserved for ground floor commercial. The Master Plan consists of 40.52 net acres of VC, requiring 60,780 square feet of commercial space.
8. Developer Obligations. In addition to the requirements of the Strawberry Annexation Agreement, Tingey-Glass Zone Change Agreement, and Sawmill Master Plan, Developer agrees to the following requirements:
- a. Phased Infrastructure Requirements.
 - i. The development shall comply with all secondary access requirements of the Wasatch County Fire District.
 - b. Phased Development.
 - i. The first phase of development shall include the condominiums of District 3 at 1200 South and 1000 East and the single family homes in District 1 from Mill Road to the West, pursuant to the allowable units under the access requirements of the Fire District until a second access is established.
 - ii. The second phase of development shall include the completion of 1000 East from 1200 South to the south end of the Sawmill Development.
 - iii. Developer shall submit a phasing plan acceptable to the Planning Commission as part of preliminary approval.
 - c. Streets.
 - i. All streets shall be built to the street standards outlined in Section 18.62 for the Planned Community Mixed-Use (PCMU) Zone as proposed in the Master Plan (Exhibit B).
 - ii. All public streets shall be constructed and dedicated to the City.
 - iii. All alley ways and private streets shall be owned and maintained by an HOA.
 - d. Utilities. Developer is responsible for the cost of construction of onsite and offsite utility connections necessary to service the development.
 - e. Open space.

- i. All open space areas shall comply with the open space types and locations in Section 18.68 as identified in the Master Plan.
 - ii. All private open space shall be maintained by an HOA.
 - iii. Only open space areas of 1.5 acres or larger may be submitted to the City for consideration of public open space. This does not require the City to accept the area as a public park or public open space. Any such areas accepted by the city must be landscaped with ground cover and trees and have an automatic pressurized irrigation system and playground equipment installed, subject to review by the Parks and Cemetery Director. Initial costs to install playground equipment are the Developer's responsibility.
 - iv. Preliminary landscaping plans shall be submitted to the city at preliminary approval, and final detailed landscaping plans shall be submitted for review by the city at final approval.
 - f. Trails.
 - i. All trails not identified as public and within a public right of way shall be considered private and shall be privately owned and maintained.
 - ii. An HOA shall maintain the landscaping along the Mill Road (1200 East) trail and any landscaped medians installed in public roads.
 - iii. Sawmill's portion of the Mill Road Trail shall match the Millhaven (Brookside Estates) section of trail including but not limited to:
 - 1. A meandering 10-foot concrete trail.
 - 2. A berm of varying height, with a minimum height of 3 feet.
 - g. Fencing. Developer shall construct fencing along double fronted lots and establish HOA requirements for maintaining consistent materials and fencing color on the rear of double fronted lots.
9. Landscaping. At preliminary approval, developer will propose a method and timing to plant the street trees required by the PCMU Code.
10. Property Owners Association. Developer shall submit to the city for review at Final Approval and record with the final plat(s) documents necessary to establish and maintain a Property Owner's (Home Owner's) Association (aka HOA or POA), including a Declaration and Restrictive Covenants and other documents necessary for the following purposes:
- a. Ownership, collection of fees and dues for maintenance for, and maintenance of all:
 - i. Open space and amenities, including the trail and berm and landscaping along Mill Road (1200 East).
 - ii. Alley ways and private roads.
 - iii. Private infrastructure.
 - b. Review and enforcement of all POA/HOA rules, regulations, and architectural design criteria. Developer and City agree that it is desirable for the development to have high quality homes with architectural details, siding and rock as proposed in the Master Plan and the HOA is necessary to implement this plan.
11. Affordable Housing. Developer shall provide a minimum of 10% of total units as affordable housing targeted at 80% Annual Median Income or below. Developer has met with the Wasatch County Housing Authority to coordinate an affordable housing strategy, and agrees to the following:
- a. This program shall be implemented with the Wasatch County Housing Authority and/or Mountainlands Community Housing Trust to ensure that the provided housing

- meets the requirements of affordable housing.
- b. The Developer shall donate up to five (5%) per cent of the total home price, as determined by the affordable housing strategy, towards the assistance of city/county employees, policemen, firemen, and educators for the purchase of residential property within the development.
 - c. One half of this affordable housing commitment will be provided through owner occupied apartments within the townhome development portion of the development. The intent of this portion of the program is to target housing for those earning less than 60% Annual Median Income.
 - d. Final details for implementation of the affordable housing strategy will be required at preliminary and final approval with a formal written agreement.
12. Senior Housing. Developer and City agree the Senior Housing is a critical component to the proposed Master Plan, as it furthers the city's Moderate Income Housing Plan and is located in an ideal location near the hospital and Senior Citizen's Center. Developer has proposed 108 units of 55 + (55 years or older) apartments. Developer may consider partnering with the City in the development of the 55+ Senior apartments through the State Community Driven Housing Program, provided the City qualifies for participating in the program. Developer agrees to establish rules and enforce rules through an HOA requiring the units to be occupied by seniors 55 years or older.
13. Earnshaw Property.
- a. The Master Plan shall include a road stub to the rear of the Earnshaw property, which shall be constructed by the developer upon development of the Sawmill property.
 - b. Upon development, the Developer shall install a 6' privacy fence around the Earnshaw Property.
 - c. Upon development of the land around the Earnshaw property, the developer shall, at a minimum and given there is adequate right of way, construct a 4 foot sidewalk, per City Standards, in front of the Earnshaw Property on Mill Road to provide a connection between the sections of the Mill Road Trail.
14. 500 East. Heber City finds that the future 500 East Collector road, spanning from the Highway 40 Airport Road intersection to the 500 East 1200 South intersection, is an important transportation connection of the City's Master Transportation Plan (T-029). 500 East will help preserve the remaining traffic capacity of the Hub Intersection by providing citizens an alternate transportation route through the city around the Hub intersection and providing an alternate to 1200 South and Mill Road as a connection to the proposed Saw Mill development to Highway 40. Developer finds 500 East as critical to the success of the proposed commercial space required by the PCMU code, as commercial space requires traffic and connectivity to major arterial streets (Highway 40). Heber City finds the proposed commercial space desirable, not only to comply with the PCMU Zone, but for economic development purposes. Other nearby property owners, such as IHC, are required to participate in the construction of 500 East through their respective property. As such:
- a. Developer shall work with affected landowners to construct 500 East and associated Master Planned Utilities from 1200 South to U.S. Highway 40 within 3 years of Master Plan Approval to the current City Standard for Major Collector Streets. Some potential methods for allocating costs include the following:

- i. Developer may propose a Special Improvement District (SID) or other financial mechanism and work with adjoining property owners for the construction of 500 East from Highway 40 and Airport Road intersection to the 500 East 1200 South intersection. While this agreement cannot bind the city to create such a mechanism by itself, the city will consider such options and work with developer and surrounding property owners to find a way to build 500 East as soon as possible.
 - ii. If nearby property owners and/or City are unwilling to participate in, or assist in constructing 500 East prior to the development of the western most 500 feet of the Sawmill development, developer shall be entitled to develop and construct 500 East by itself, and apply for a City standard reimbursement agreement whereby adjacent property owners pay a prorated share of the road construction cost if the adjacent property develops within 10 years of the road's completion.
 - iii. Heber City will also participate in said construction of 500 East with Impact Fees to pay for the actual construction cost to upsize the asphalt width from 36-feet to 50-feet.
 - b. Developer agrees to develop the westernmost 500 feet of the development last to provide more time to work on 500 East, but Developer shall be entitled to develop the westernmost 500 feet of the development at any time following completion of 500 East through to Highway 40.
 No preliminary or final approval of phases 8 and 9 shall be granted until there is either an agreement reached with the Clyde's for secondary access, or a plan presented by the developer and approved by the City for secondary access on the developer's property.
15. 1000 East. The road identified as 1000 East (T-51), on the Transportation Master Plan in the Capital Improvements Master Plan 2010 to 2030, is identified as a Minor Collector. The Sawmill Master Plan identifies this road as a Boulevard with a center landscaped median. The City approves this change upon condition that the HOA shall maintain the center median, though prior to final approval developer retains the right to modify the street to remove the center median if the street meets the asphalt width of the current City Standard for a Minor Collector and provides nine (9) foot park strips. Developer agrees to dedicate and construct 1000 East within 2 years of Master Plan Approval.
16. 1600 South. The road identified as 1600 South (T-17) on the Transportation Master Plan in the Capital Improvements Master Plan 2010 to 2030, is identified as a Minor Collector, however the Sawmill Master Plan identifies this as a Commercial Street ,CS-60-36, from Section 18.62. The City accepts this change as another Collector, BV-76-40, is identified in the Sawmill Master Plan at approximately 1900 South. Developer shall work with the adjacent development to the East, currently known as Brookside or Millhaven, and the IHC and or Clyde properties to the West, to align the intersections of 1600 South at 1000 East and 500 East to ensure a continuous connection from Mill Road to the 1500 South and Highway 40 Intersection.
17. 1900 South. 1900 South is identified as a Boulevard BV-76-40 in the Sawmill Master Plan. The HOA shall maintain the center median, though prior to final approval developer retains the right to modify the street to remove the center median if the street meets the asphalt width of the current City Standard for a Minor Collector and provides nine (9) foot

park strips. In the even that 1900 South cannot connect to Hidden Creek Lane, the 1900 South street alignment shall be offset from Hidden Creek Lane per City Standards.

18. Master Planned Drawings.
 - a. A. The master street plan for the development shall be corrected to remove the extra blue street connecting to Mill Road within District 1. 1900 South shall be designated as a Major Collector from 500 East to Highway 40.

19. Civic Space. Developer commits to working with churches, school district, county, city and other public agencies for pursuing options for a Civic building(s) on the site shown on the 4 acres in the Master Plan. Developer will keep the property open to Civic uses for at least 2 years after the Master Plan approval, after which developer may pursue the alternate development of single family dwellings if no Civic user needs the property.

20. FEMA Flood Plain and Flood Channel. Construction of buildings within the FEMA 100 Year Flood Plain shall require approval through Chapter 18.109 Flood Damage Prevention Ordinance. As proposed, the Master Plan proposes 10 plex buildings and 55 + Condos within the 100 year Flood Plain, requiring the buildings to be elevated at least 1 feet above the 100 year flood level. Proposed north to south running streets cross the Flood Way, and these crossings shall be designed according to engineering standards to protect the integrity of the Flood Way.

21. Water systems. A water line identified as 1900 South (W-008) in the City's Capital Improvements Master Plan 2010 to 2030 is planned as a 12-inch line and shall connect the development to Mill Road. Water within the development shall meet City standards, be looped, and incorporate any changes from the new master plan update when approved. Heber City will participate in said construction with Impact Fees to pay for the actual cost of upsizing the water line above 8-inches or the size needed to serve the development whichever is greater.

22. Sewer systems. A sewer line identified as 1000 East (S-028) in the City's Capital Improvements Master Plan 2010 to 2030 is planned as a 10-inch line and shall connect the development to 1200 South. Also, a sewer line identified as 1200 South (S-007) must be extended south from 1000 East to the existing sewer in 1200 South. Sewer within the development shall meet City standards and incorporate any changes from the new master plan update when approved. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer lines above 8-inches or the size needed to serve the development whichever is greater.

23. Storm drain systems. Runoff collected from public streets shall be kept separate from private runoff from common areas and drainage from private streets. Developer shall abide by nationally accepted best management practices for Storm Water Pollution Prevention and obtain and necessary state or federal permits for such. Storm drain within the development shall meet City standards and incorporate any changes from the new master plan update when approved.

24. Irrigation systems. Irrigation water to the development shall be metered with all private and common areas irrigated and maintained by an HOA. Irrigation within the development

shall meet City standards and incorporate any changes from the new master plan update when approved.

25. Future Agreements. The city and developer reserve the right to enter into future agreements at final approvals that may add to or clarify the provisions of this agreement.
26. Utilities. All streets, utilities, and improvements will be constructed to property lines. City utilities shall be installed in the public road right of way wherever possible.
27. Weed Control. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board.
28. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
29. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or Developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or Developers of the requirements of this Agreement.
30. Developer shall execute performance agreements for each development phase and provide a cash bonds or letters of credit acceptable to the City guaranteeing the improvements related to each subdivision plat.
31. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements required by the City.
32. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the field map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment by Developer for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.
33. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
34. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is

not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.

- 35. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
- 36. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

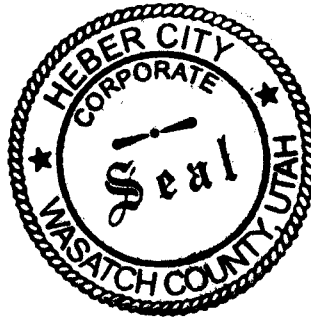
DATED this 3 day of January, 2018.

HEBER CITY:

By: Kelleen J. Potts, Mayor

ATTEST:

J. Dan Bates
Heber City Recorder



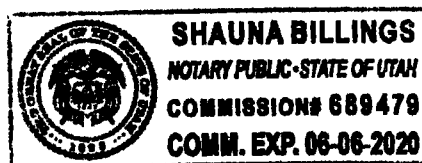
RIDGEPOINT MANAGEMENT GROUP, LLC

By: [Signature]
Owner/Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 3 day of January, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

[Signature]
NOTARY PUBLIC



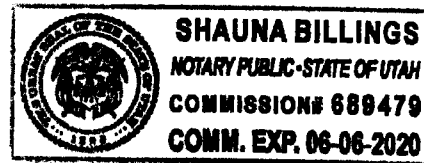
TIOGA FUNDING REAL ESTATE GROUP, LLC

By: 
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of January, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.


NOTARY PUBLIC



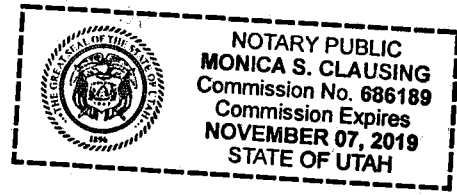
TINGEY REAL ESTATE, LTD, A UTAH LIMITED PARTNERSHIP
FKA TINGEY REAL ESTATE, A UTAH LIMITED PARTNERSHIP

By: Earl C. Tingley
Owner/Manager


STATE OF UTAH)
 : ss. Davis
COUNTY OF Davis)

On this 5th day of Jan., 2018, personally appeared before me the above
named Owner, who duly acknowledged to me that he is the owner in fee and executed the same
as such.

Monica S. Claus
NOTARY PUBLIC



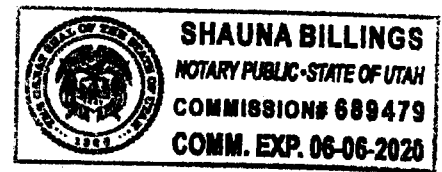
HEBER SAWMILL, LLC

By: 
Manager/Owner

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of January, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.


NOTARY PUBLIC



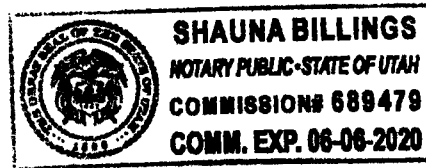
JAY K ROBINSON

By: Jay K Robinson
Owner

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 5 day of January, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

SB
NOTARY PUBLIC



SAWMILL PLANNED COMMUNITY, LLC

By: [Signature]
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of January, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

[Signature]
NOTARY PUBLIC

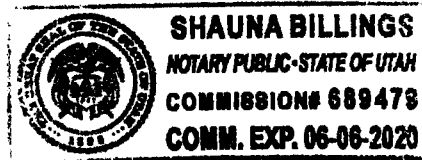


EXHIBIT A: LEGAL DESCRIPTION

SAWMILL MASTERPLAN BOUNDARY DESCRIPTION

BEGINNING AT A POINT BEING SOUTH 89°50'37" WEST 993.20 FEET ALONG THE SECTION LINE AND SOUTH 33 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE SOUTH 0°09'27" EAST 978.01 FEET; THENCE 23.56 FEET ALONG THE ARC OF 15 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 44°50'33" EAST 21.21 FEET); THENCE NORTH 89°50'33" EAST 35.34 FEET; THENCE 61.78 FEET ALONG THE ARC OF 70 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 50°33'47" (CHORD BEARS SOUTH 64°52'34" EAST 59.79 FEET); THENCE SOUTH 39°35'40" EAST 19.00 FEET; THENCE SOUTH 50°24'20" WEST 100.00 FEET; THENCE SOUTH 39°35'40" EAST 250.00 FEET; THENCE SOUTH 41°09'22" EAST 61.33 FEET; THENCE SOUTH 52°29'32" EAST 67.70 FEET; THENCE NORTH 34°10'27" EAST 100.00 FEET; THENCE SOUTH 55°49'33" EAST 30.00 FEET; THENCE SOUTH 34°10'27" WEST 100.00 FEET; SOUTH 55°49'33" EAST 400.00 FEET; THENCE SOUTH 53°20'23" EAST 100.09 FEET; THENCE SOUTH 60°33'35" EAST 58.49 FEET; THENCE SOUTH 65°49'21" EAST 85.45 FEET; THENCE NORTH 89°54'28" EAST 68.48 FEET; THENCE NORTH 00°05'32" WEST 99.47 FEET THENCE NORTH 89°49'45" EAST 35.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 45°10'15" EAST 21.21 FEET); THENCE SOUTH 00°10'15" EAST 349.69; THENCE 23.56 ALONG THE ARC OF A 15 FOOT RADIUS CURVE THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 44°49'45" WEST 21.21 FEET); THENCE SOUTH 89°49'45" WEST 88.39 FEET; THENCE NORTH 17°02'56" EAST 84.85 FEET; THENCE NORTH 37°01'52" WEST 88.86 FEET; THENCE NORTH 44°45'38" WEST 50.22 FEET; THENCE NORTH 55°40'01" WEST 200.94 FEET; THENCE NORTH 46°42'02" WEST 109.41 FEET; THENCE NORTH 62°07'43" WEST 66.98 FEET; NORTH 67°06'55" WEST 100.16 FEET; THENCE SOUTH 26°04'29" WEST 100.43 FEET; THENCE NORTH 63°55'31" WEST 30.00 FEET; THENCE NORTH 26°04'29" EAST 100.04 FEET; THENCE NORTH 63°56'15" WEST 100.00 FEET; THENCE NORTH 72°42'01" WEST 79.36 FEET; THENCE WEST 172.07 FEET; THENCE SOUTH 100.00 FEET; THENCE WEST 31.48 FEET; THENCE 23.52 FEET ALONG THE ARC OF A 15 FOOT CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 89°50'33" (CHORD BEARS NORTH 45°04'43" WEST 21.18 FEET); THENCE SOUTH 00°09'27" EAST 573.12 FEET THENCE 252.57 FEET ALONG THE ARC OF A 800 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 18°05'21" (CHORD BEARS SOUTH 9°12'07" EAST 251.52 FEET); THENCE SOUTH 89°53'39" EAST 964.02 FEET; THENCE SOUTH 0°24'05" EAST 263.51 FEET; THENCE NORTH 89°53'39" WEST 700 FEET; THENCE SOUTH 331.29 FEET; THENCE EAST 660 FEET; THENCE SOUTH 387.47 FEET;
 THENCE SOUTH 89°51'45" WEST 439.58 FEET; THENCE SOUTH 0°06'24" EAST 199.84 FEET; THENCE NORTH 89°55'41" EAST 435.59 FEET; THENCE SOUTH 0°03'47" WEST 352.05 FEET; THENCE NORTH 89°00'04" WEST 212.25 FEET; THENCE SOUTH 83 FEET; THENCE SOUTH 89°38'41" WEST 1070.59 FEET; THENCE NORTH 0°03'25" WEST 35.28 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST CORNER OF THE SOUTHEAST CORNER OF SECTION 8 AS REFERENCED IN ENTRY NO. 325661; THENCE NORTH 0°03'25" WEST 1320.12 FEET; THENCE SOUTH 89°15'51" WEST 432.31 FEET; THENCE NORTH 88°09'35" WEST 235.01 FEET; THENCE NORTH 0°10'50" WEST 1696.30 FEET; THENCE EAST 213.47 FEET; THENCE NORTH 30°33'48" EAST 172.13 FEET; THENCE NORTH 31°37'21" EAST 4.65 FEET; THENCE SOUTH 85°12'42" EAST 386.65 FEET; THENCE NORTH 0°05'41" WEST 653.02 FEET; THENCE 142.09 FEET ALONG THE ARC OF A 406.20 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 20°02'34" (CHORD BEARS NORTH 13°56'26" EAST 141.37 FEET); THENCE 28.35 FEET ALONG THE ARC OF A 1240.11 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 1°18'35" (CHORD BEARS NORTH 4°34'08" EAST 28.35 FEET); THENCE NORTH 89°50'37" EAST 264.75 FEET TO THE POINT OF BEGINNING.

CONTAINS

89.590 ACRES

3,902,544 SQUARE FEET, MORE OR LESS

<u>Property Owner</u>	<u>Parcel ID</u>
Tioga Funding Real Estate Group	00-0020-8278
Tioga Funding Real Estate Group	00-0021-2375
Sawmill Planed Community LLC	00-0021-1526
Jay K Robinson	00-0021-1525
Heber Sawmill LLC	00-0020-8292
Tingey Real Estate	00-0012-1967
Tingey Real Estate	00-0020-8286

EXHIBIT B: MASTER PLAN

MASTER PLAN

Sawmill

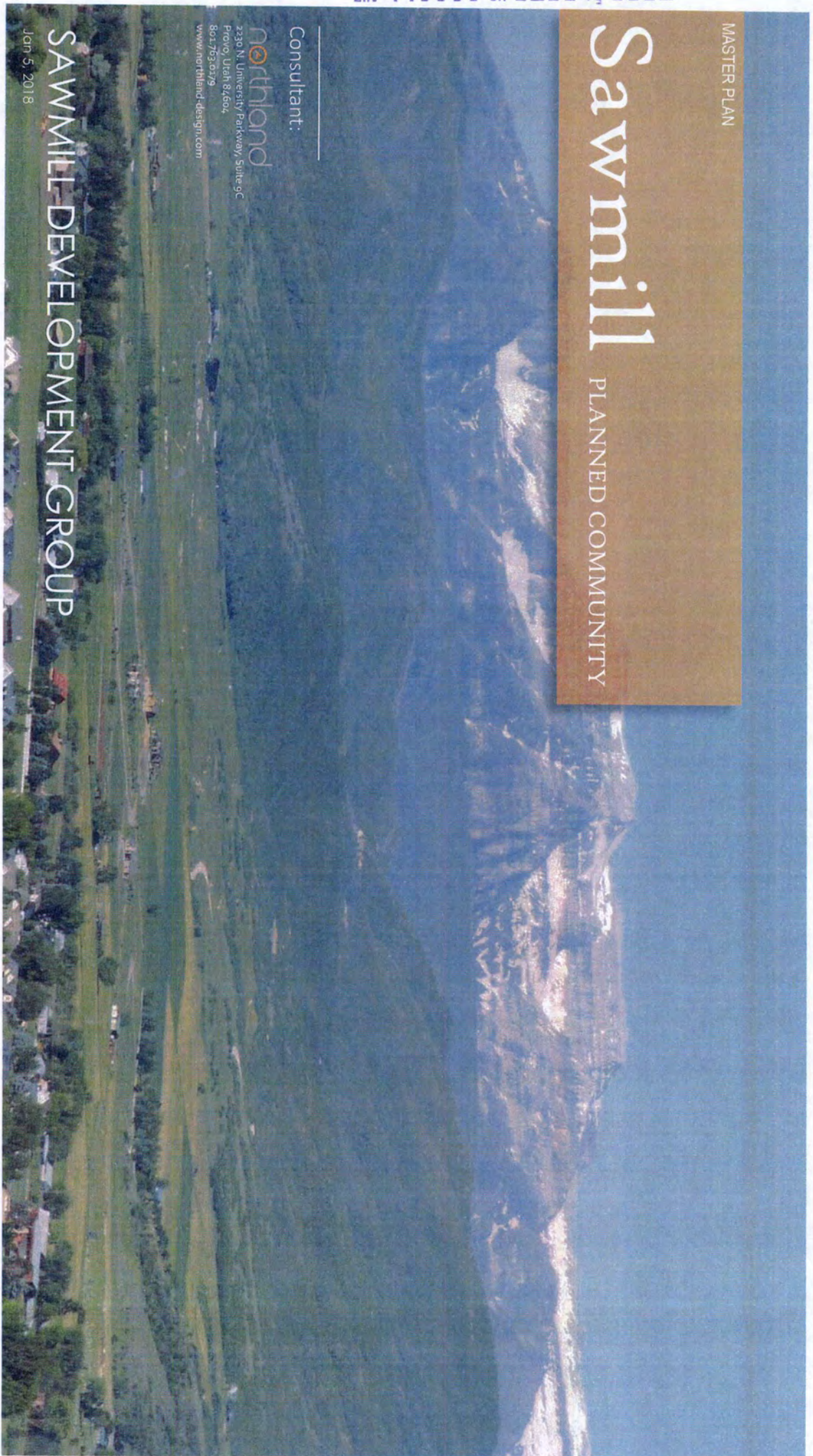
PLANNED COMMUNITY

Consultant:

northland
2330 N. University Parkway, Suite 9C
Provo, Utah 84604
801.753.0179
www.northland-design.com

SAWMILL DEVELOPMENT GROUP

Jan 5, 2018



Sawmill Planned Community

Heber, Utah

northland

2330 N. University Parkway, Suite 9C
Provo, Utah 84604
801.763.0279
Jeremy Fillmore, President

Sawmill General Land Use Plan analysis	4-7
Sawmill Land Use Plan	8-11
Sawmill Community Character	12-23
Sawmill architectural guidelines	24-30

HEBER CITY GENERAL PLAN (draft) - LAND USE ANALYSIS



Area of Focus:

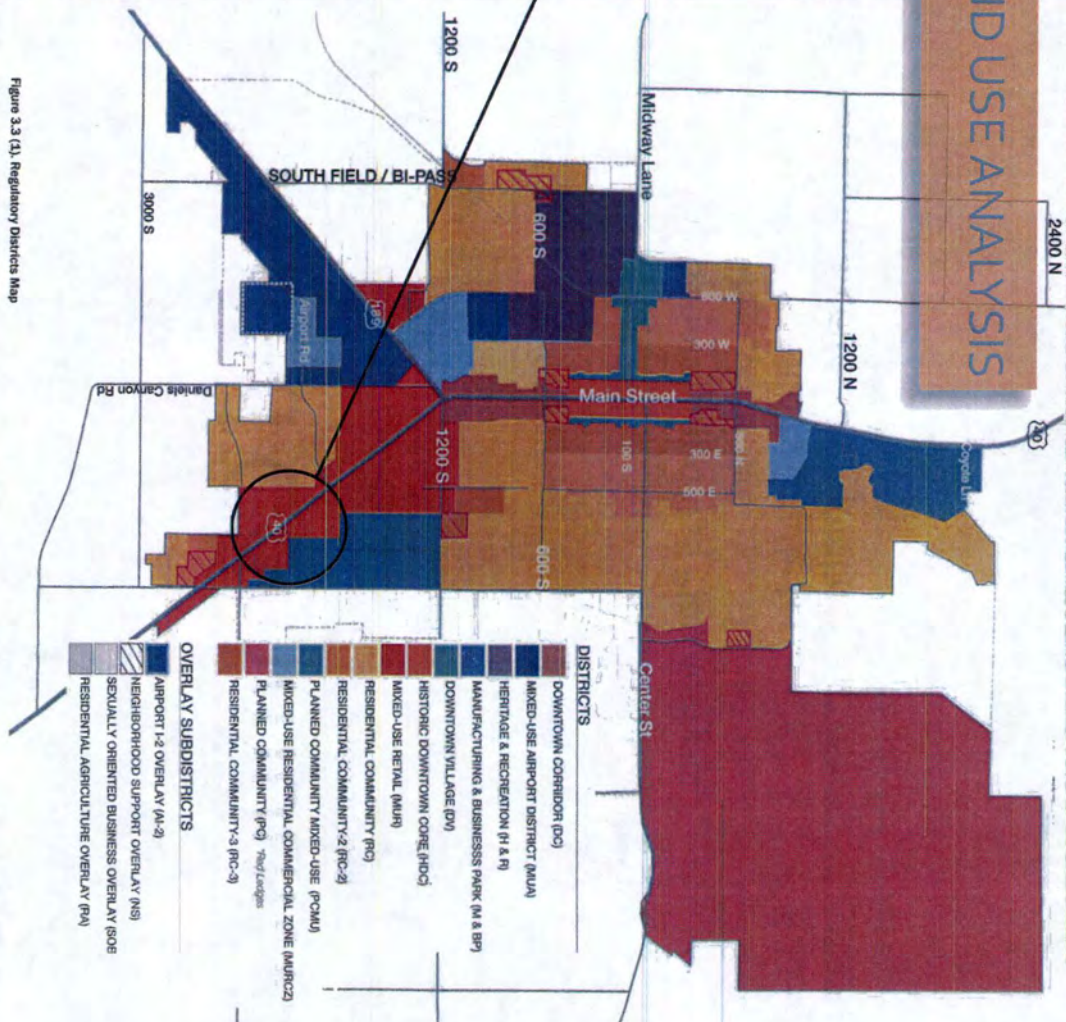
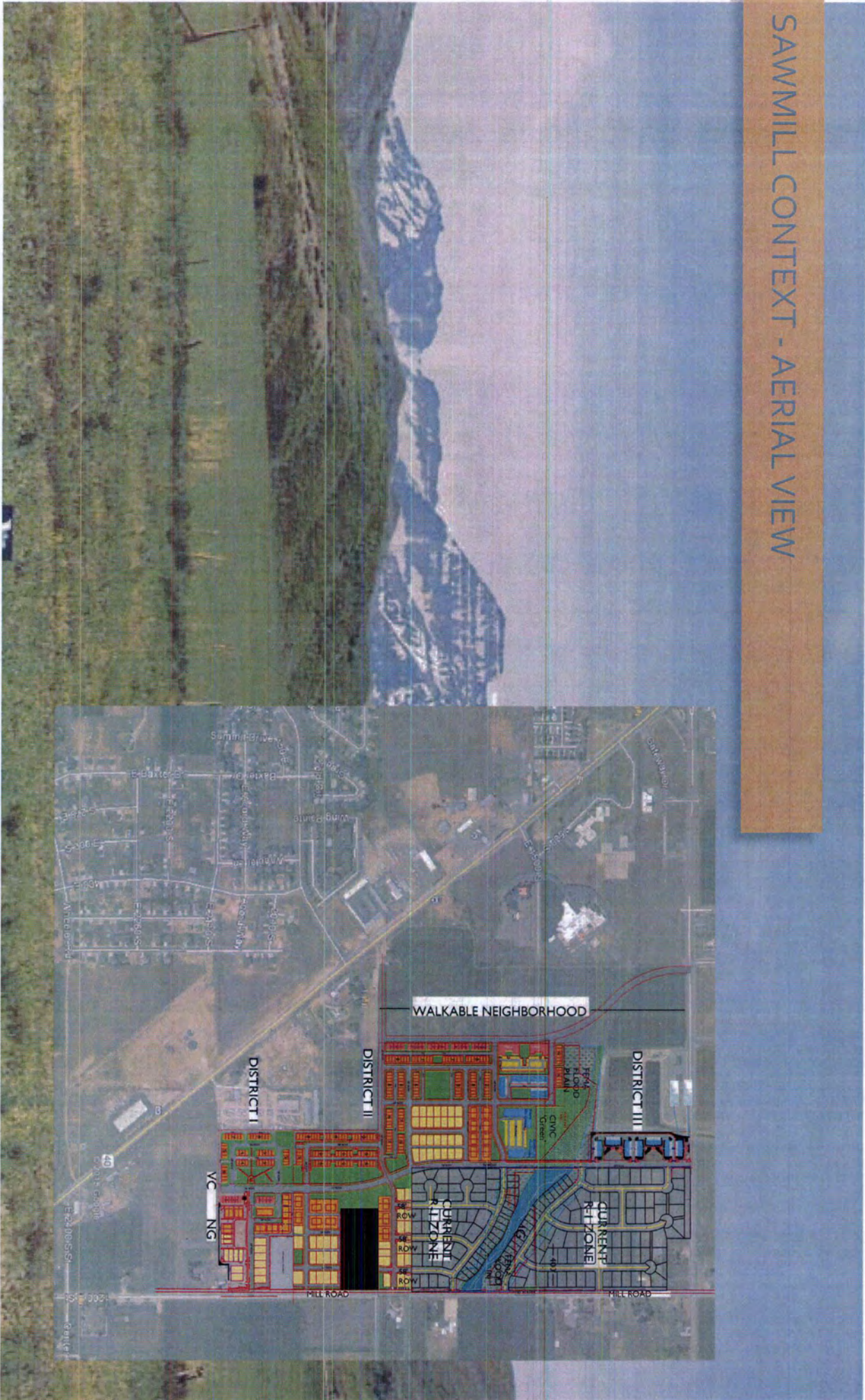


Figure 3.3 (1), Regulatory Districts Map

NOTE: REFER TO THE APPENDIX FOR ALL INFORMATION REGARDING THE FOLLOWING DISTRICTS: (1) MAIRCZ (2) M & BP (3) PCMU (4) PC

- DISTRICTS**
- DOWNTOWN CORRIDOR (DC)
 - MIXED-USE AIRPORT DISTRICT (MUA)
 - HERITAGE & RECREATION (H & R)
 - MANUFACTURING & BUSINESS PARK (M & BP)
 - DOWNTOWN VILLAGE (DV)
 - HISTORIC DOWNTOWN CORE (HDC)
 - MIXED-USE RETAIL (MUR)
 - RESIDENTIAL COMMUNITY (RC)
 - PLANNED COMMUNITY MIXED-USE (PCMU)
 - MIXED-USE RESIDENTIAL COMMERCIAL ZONE (MAIRCZ)
 - PLANNED COMMUNITY (PC)
 - RESIDENTIAL COMMUNITY-3 (RC-3)
- OVERLAY SUBDISTRICTS**
- AIRPORT 1-2 OVERLAY (M-2)
 - NEIGHBORHOOD SUPPORT OVERLAY (NS)
 - SEXUALLY ORIENTED BUSINESS OVERLAY (SOB)
 - RESIDENTIAL AGRICULTURE OVERLAY (RA)

SAWMILL CONTEXT - AERIAL VIEW



SAWMILL CONTEXT - PCMU MASTER PLAN

SAWMILL PCMU MASTER PLAN

June 14, 2017

Total Est. Gross Acres 85.5+/-

ZONES

VC 50.53 ACRES (59%)

55+ Condos 108 Units (22.6%)
 10 Plex 110 Units (23%)
 Mixed Use 37 Units (8.2%)
 Town Home 232 Units (46.2%)
Total 487 UNITS

Commercial space 53,500 sq ft
 Office space 17,500 sq ft
Total 71,000 sq ft

NG 34.97 ACRES (41%)

Duplex/Triplex 54 Units (42.5%)
 Single Family 73 Units (57.5%)
Total 127 Units

CIVIC SPACE (OPEN SPACE) ALL NUMBERS ARE APPROXIMATE

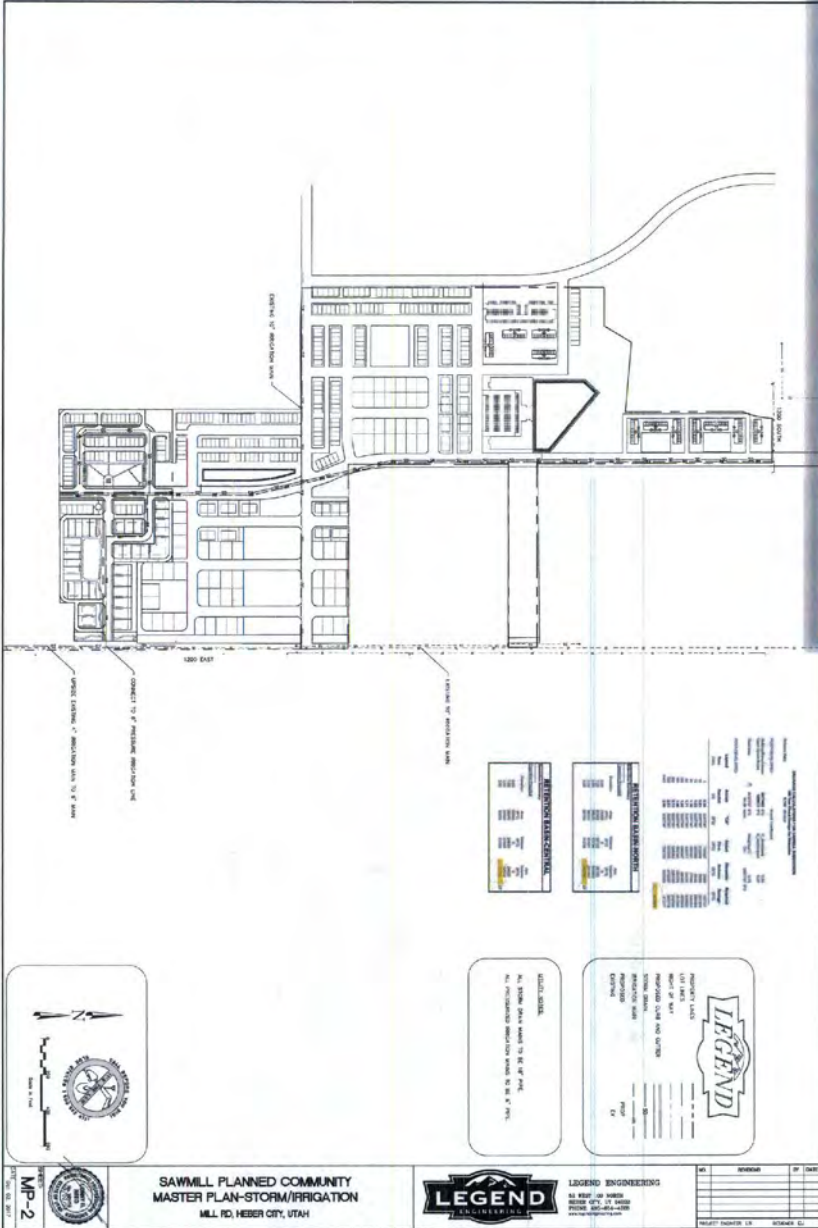
SENSITIVE LANDS	VC	NG	TOTAL
OPEN SPACE	3.73 ACRES	4.76 ACRES	8.49 ACRES
FLOOD PLAIN	3.27 ACRES	0 ACRES	3.27 ACRES
CIVIC Green (within floodplain)	0 ACRES	0 ACRES	0 ACRES
TOTAL SENSITIVE LANDS	7.00 ACRES	4.76 ACRES	11.76 ACRES
30' BUFFER ALONG MILL RD.	47 ACRES +/-	0.47 ACRES	47.47 ACRES
DISTRICT I OPEN SPACE	2.30 ACRES	2.15 ACRES	4.45 ACRES
DISTRICT II OPEN SPACE	3.39 ACRES	2.74 ACRES	6.13 ACRES
DISTRICT III OPEN SPACE	2.01 ACRES	0 ACRES	2.01 ACRES
TOTAL EST. OPEN SPACE	14.70 ACRES	10.12 ACRES	24.82 ACRES +/- (29.02%)

ALLOWABLE CIVIC SPACE DENSITY INCENTIVE:

CODE: MIN 15% W/ BONUS STARTING AT 16%
 PROVIDED (23.1) = 29%+ CIVIC SPACE
 29% - 15% = 14% ADDITIONAL CIVIC SPACE
 CODE: +1 UNIT PER GROSS ACRE FOR EVERY 4%
 = +3 UNITS PER GROSS ACRE DENSITY INCREASE ALLOWED



SAWMILL OVERALL UTILITY PLAN



MP-2

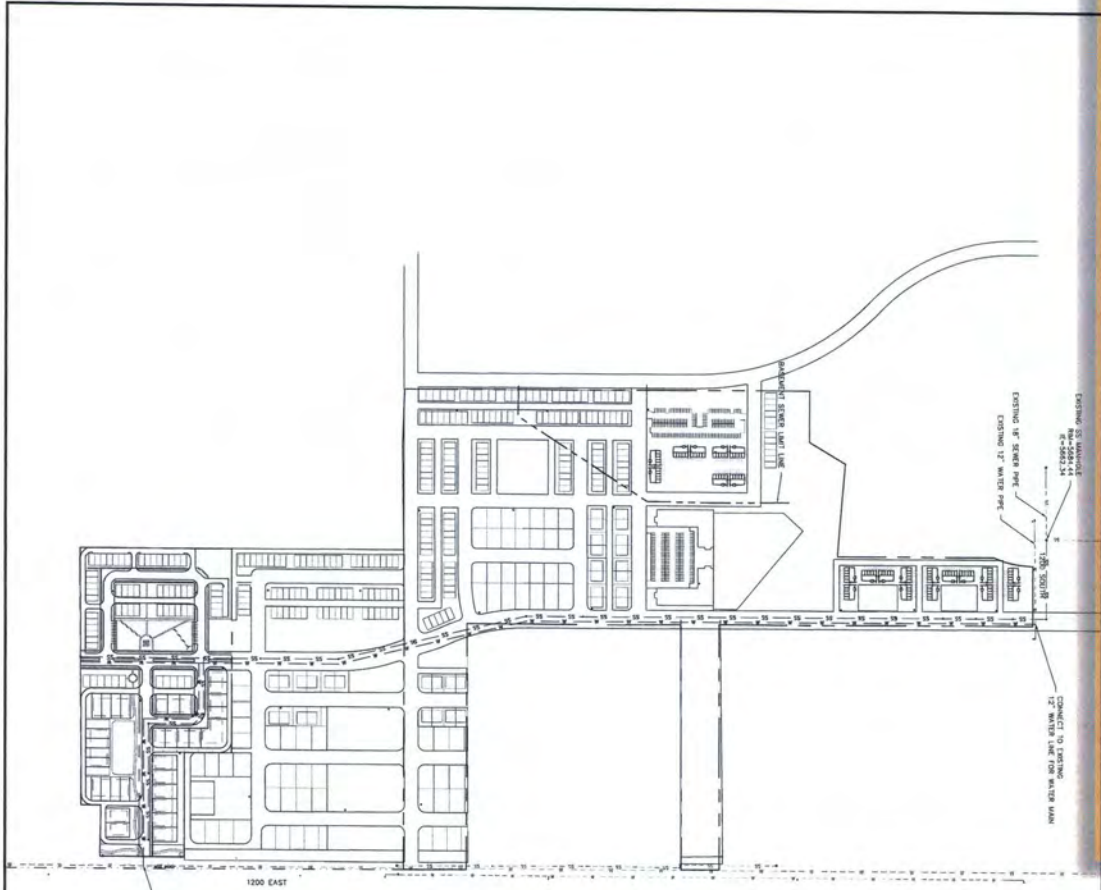
SAWMILL PLANNED COMMUNITY
 MASTER PLAN-STORM/IRRIGATION
 MILL RD, HEBER CITY, UTAH



LEGEND ENGINEERING
 100 WEST 400 NORTH
 SUITE 100 - 1000
 P.O. BOX 1000
 HEBER CITY, UTAH 84055

NO.	REVISION	BY	DATE

SAWMILL OVERALL UTILITY PLAN



LEGEND

PROPERTY LINES
LOT LINES
RIGHT OF WAY
PROPOSED CURB AND GUTTER
SEWER MAIN
EXISTING SEWER MAIN
PROPOSED WATER MAIN
EXISTING WATER MAIN
EXISTING
PROPOSED
EX

UTILITY NOTES:
ALL SEWER MAINS TO BE 12" PIPE.
ALL WATER MAINS TO BE 12" PIPE.

SAWMILL OVERALL CONCEPTUAL MASTER PLAN

SAWMILL PCMU MASTER PLAN

May 17, 2017

Unit type	District #1	District #2	District #3	Total VC	Total NG	Total Units
55+ CONDO	0 units	0 units	108 units	108 units (21.1%)	0 units	108 units
0+ Pkx	0 units	0 units	110 units	110 units (22.6%)	0 units	110 units
Town Homes	35/50'	51 Units	145 units	36 units	233 Units (47.8%)	233 units
Market Use	30's/50'	11 Units	16 units	10 units	37 Units (7.6%)	37 units
Office Building	0 Units	0 Units	2 Units (within 40' 2 Units within 40')	0 units	0 units	0 units
Townhomes	50'x80' 40' x 100'	22 Lots	18 Lots	16 Lots	55 units (1.1%)	55 units
Single Family	60'x100'	12 Lots	67 Lots	0 Lots	79 units (15.7%)	79 units
Total Units	94 Units	346 units	289 units	487 Units	135 units	622 units

Alpha's overall scenario date: Sept. 2017

Density: 85.3 acres
Gross Density: 7.28 units per acre
Gross BUA

Sensitive lands	VC	NG	TOTAL
SENSITIVE LANDS			
FLOOD PLAIN	4.90 ACRES	2.78 ACRES	
CIVIC Green (within floodplain)	2.47 ACRES	0 ACRES	
TOTAL SENSITIVE LANDS			10.15 ACRES
30' BUFFER			
ALONG MILL RD.		.78 ACRES +/-	0.78 ACRES
DISTRICT I	2.62 ACRES	1.68 ACRES	4.3 ACRES
OPEN SPACE			
DISTRICT II	3.48 ACRES	1.58 ACRES	5.06 ACRES
OPEN SPACE			
DISTRICT III	2.21 ACRES		2.21 ACRES
OPENSPACE			
TOTAL EST.	15.68 ACRES	6.82 ACRES	23.17 ACRES+/-
OPEN SPACE			(27.09%)

ALLOWABLE CIVIC SPACE DENSITY INCENTIVE

CODE: MIN 15% /V/ BONUS STARTING AT +16%
 PROVIDED (231) = 27.1%+/- CIVIC SPACE
 27.1% - 15% = 12.1% ADDITIONAL CIVIC SPACE
CODE: +1 UNIT PER GROSS ACRE FOR EVERY 4%
 = +3 UNITS PER GROSS ACRE DENSITY INCREASE ALLOWED

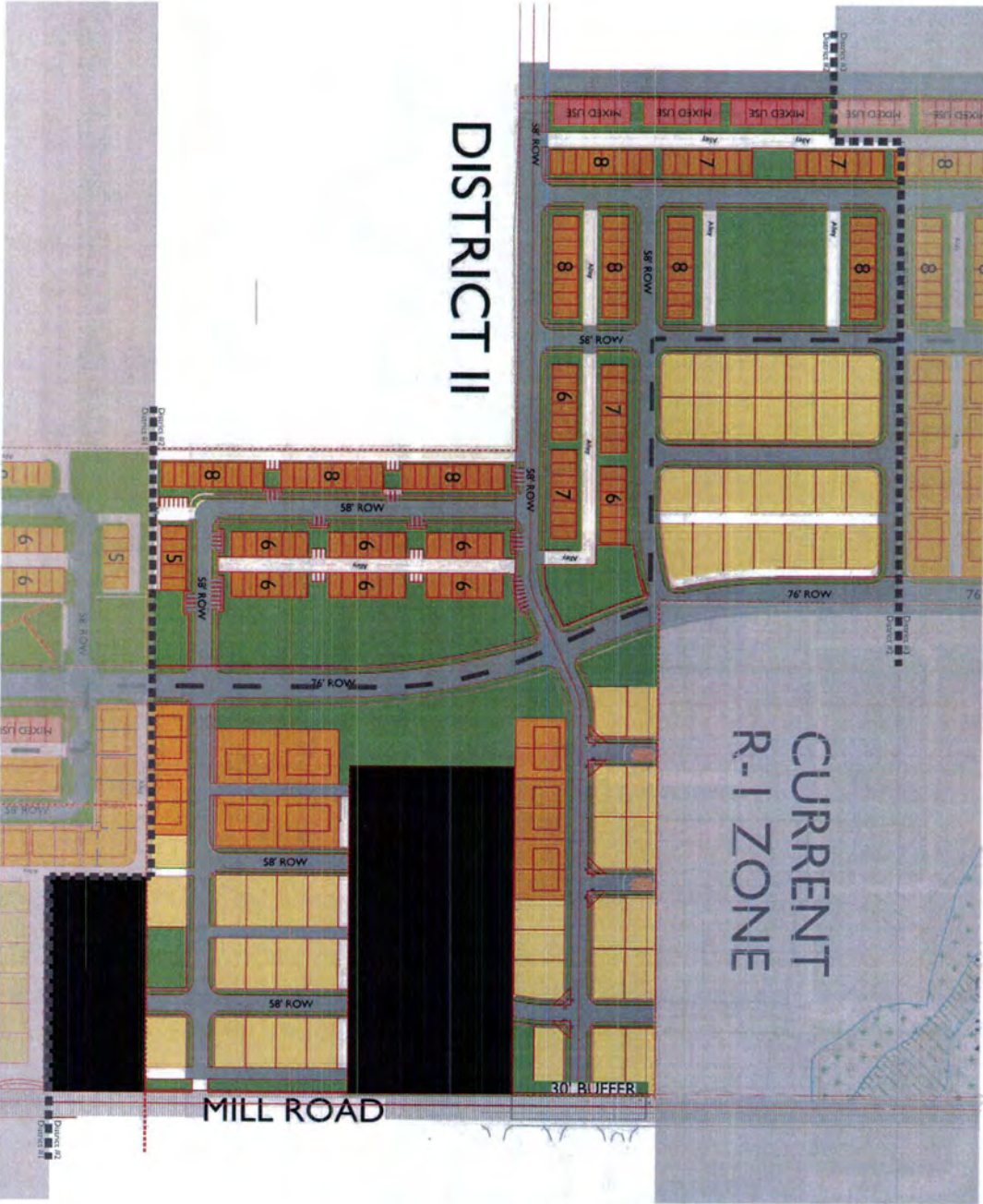


SAWMILL DISTRICT I CONCEPTUAL MASTER PLAN



VC | NG

SAWMILL DISTRICT II CONCEPTUAL MASTER PLAN



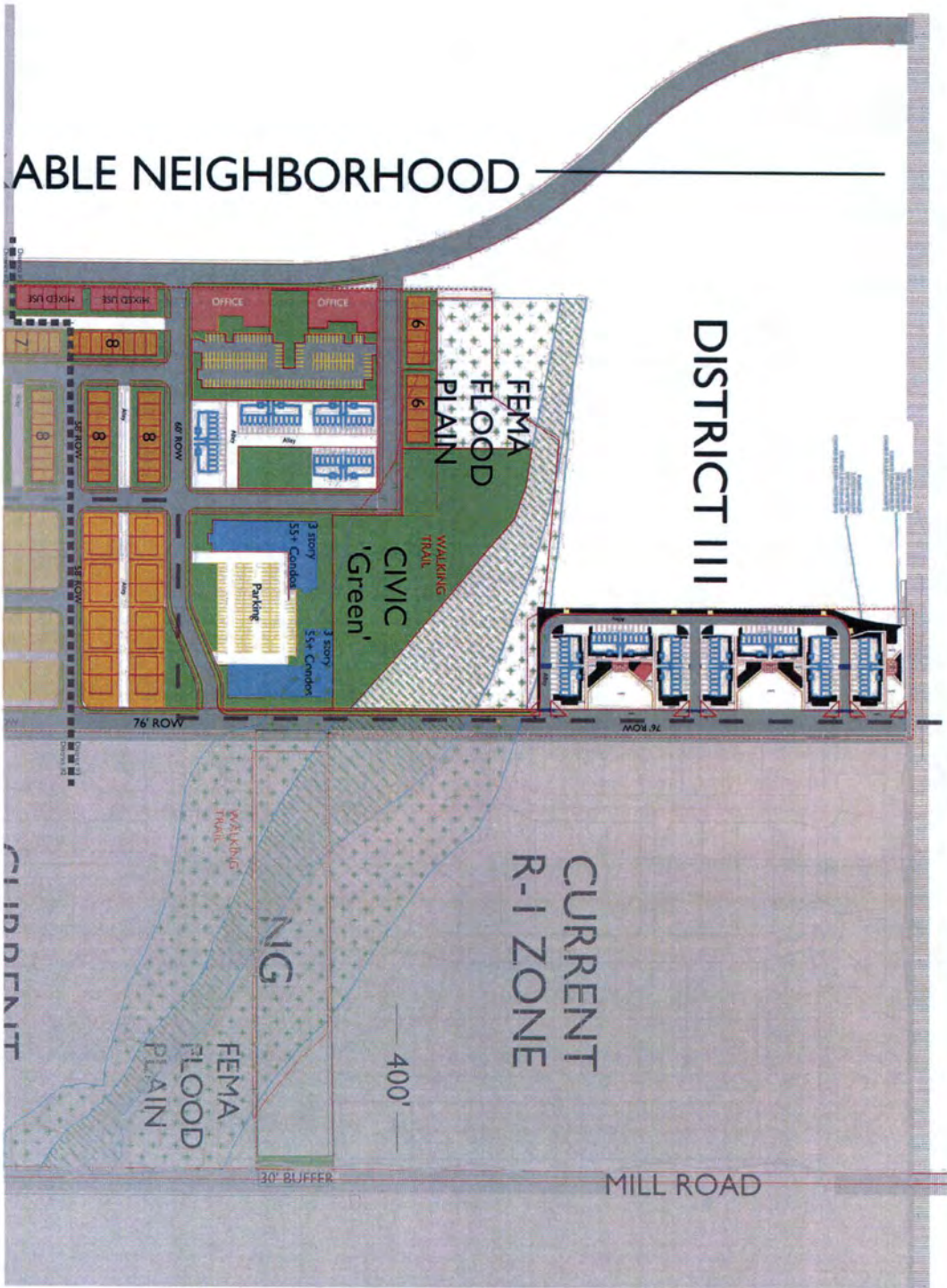
DISTRICT II

CURRENT R-1 ZONE

MILL ROAD

30' BUFFER

SAWMILL DISTRICT III CONCEPTUAL MASTER PLAN



ABLE NEIGHBORHOOD

DISTRICT III

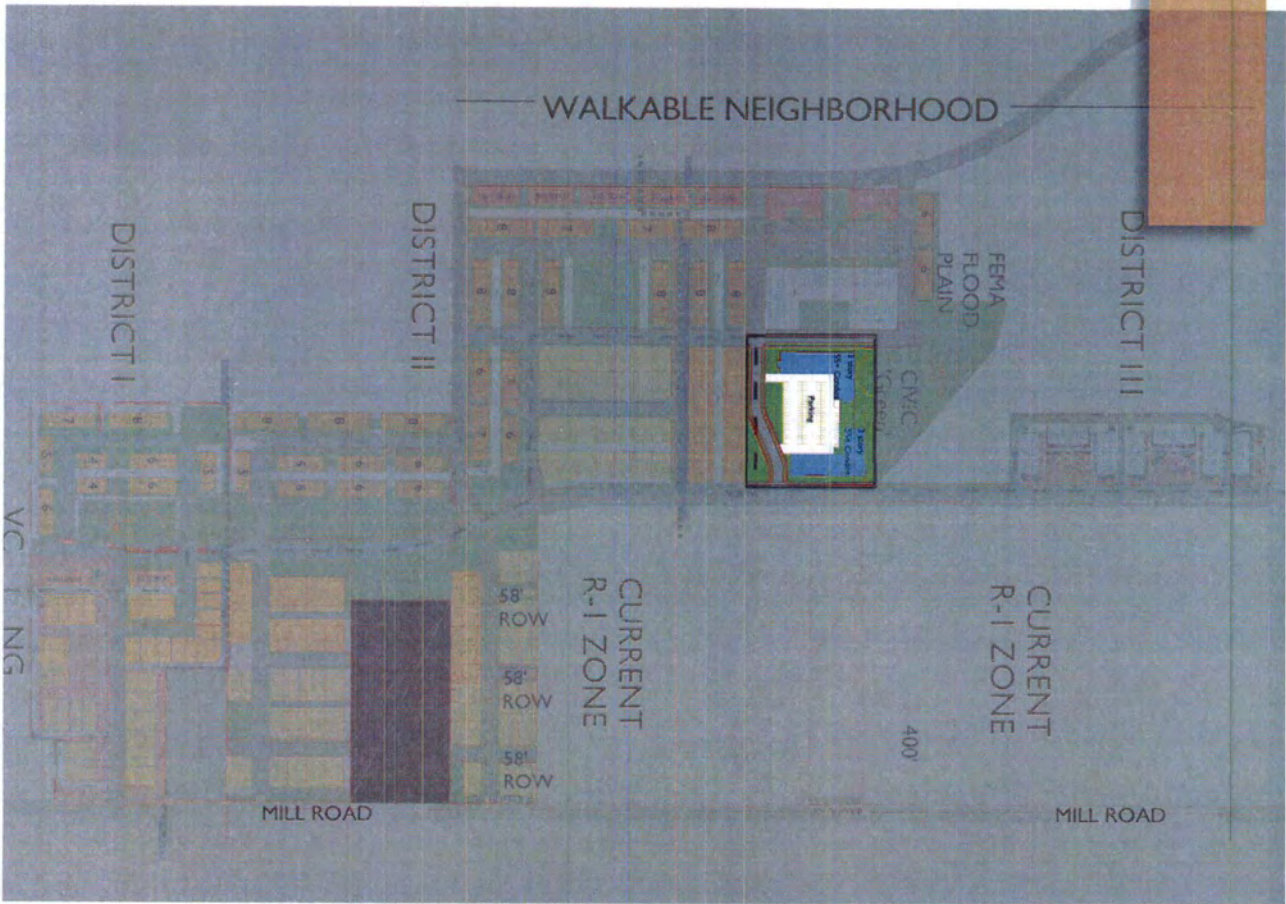
CURRENT R-1 ZONE

MILL ROAD

CLIPPER

45 - PLEX - KEY

- District #1
- District #2
- District #3 ✓



55+ Condos. (3 Story max)



10 - PLEX - KEY

- District #1
- District #2
- District #3 ✓

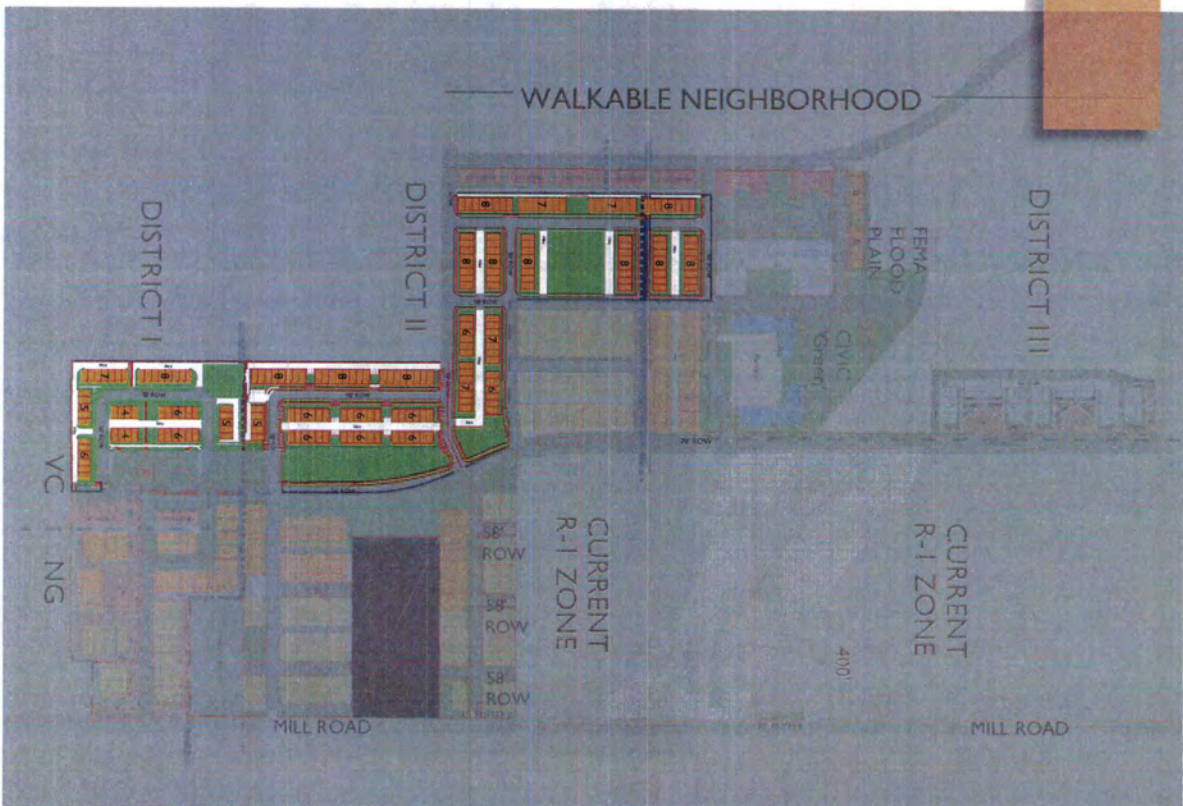


10 - PLEX ARCHITECTURAL STYLE



TOWNHOME KEY

- District #1 ✓
- District #2 ✓
- District #3 ✓



TOWNHOME ARCHITECTURAL STYLE



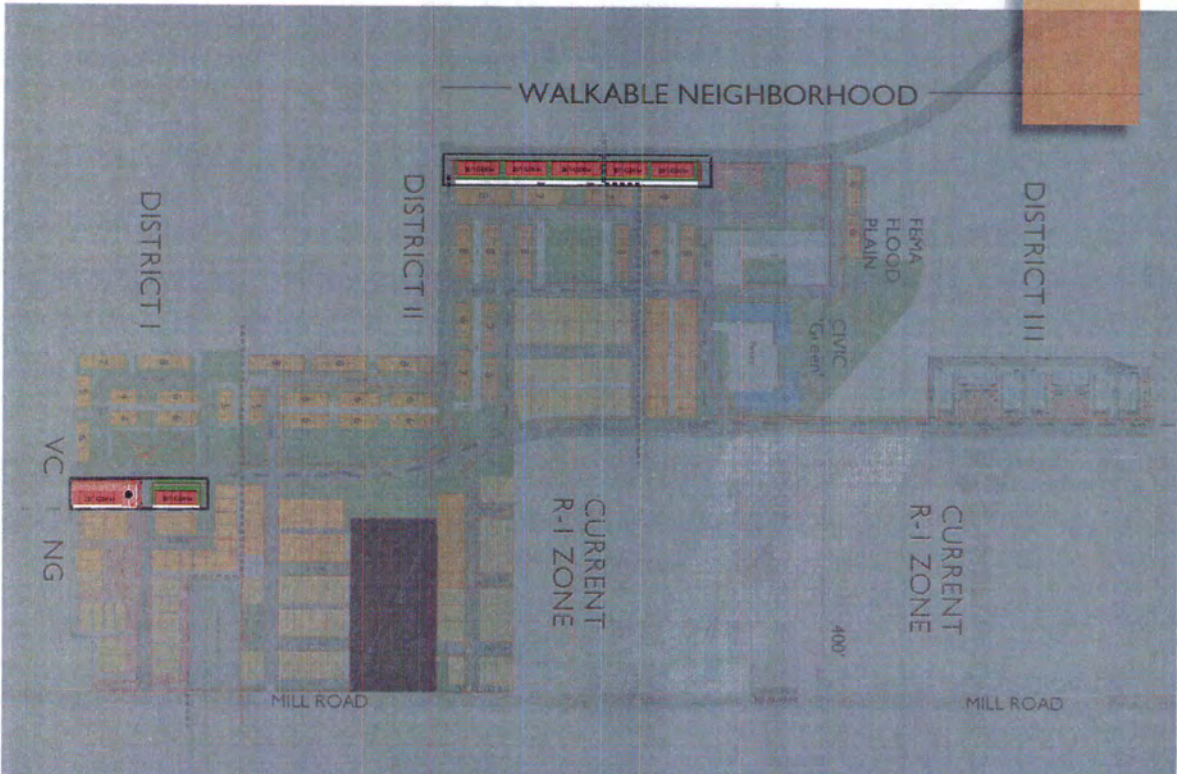
FRONT ELEVATION

SAWMILL
HEBER, UTAH



MIXED USE KEY

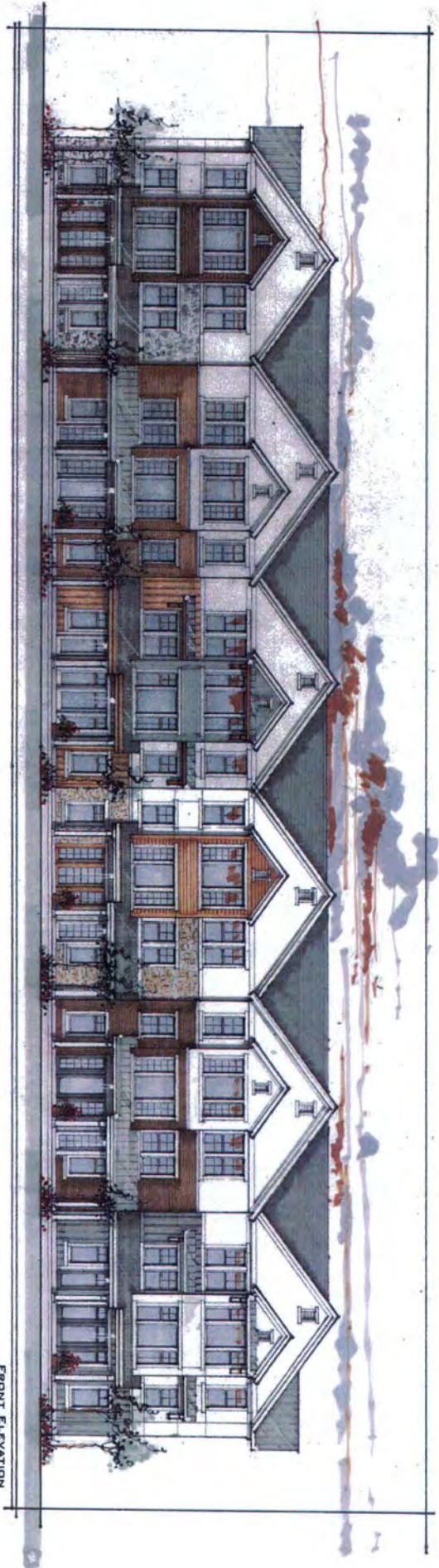
- District #1 ✓
- District #2 ✓
- District #3 ✓



MIXED USE ARCHITECTURAL STYLE

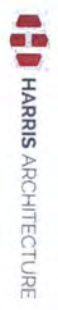


- 3-STORY WOOD FRAMED OFFICE/RETAIL BUILDING
- WOOD TRUSS ROOF WITH ARCHITECTURAL GRADE ASPHALT SHINGLES
- WOOD TRUSS ROOF WITH ARCHITECTURAL GRADE ASPHALT SHINGLES
- TIBER FRAME ENTRY ELEMENTS
- WINDOWS WITH TRANSOMS



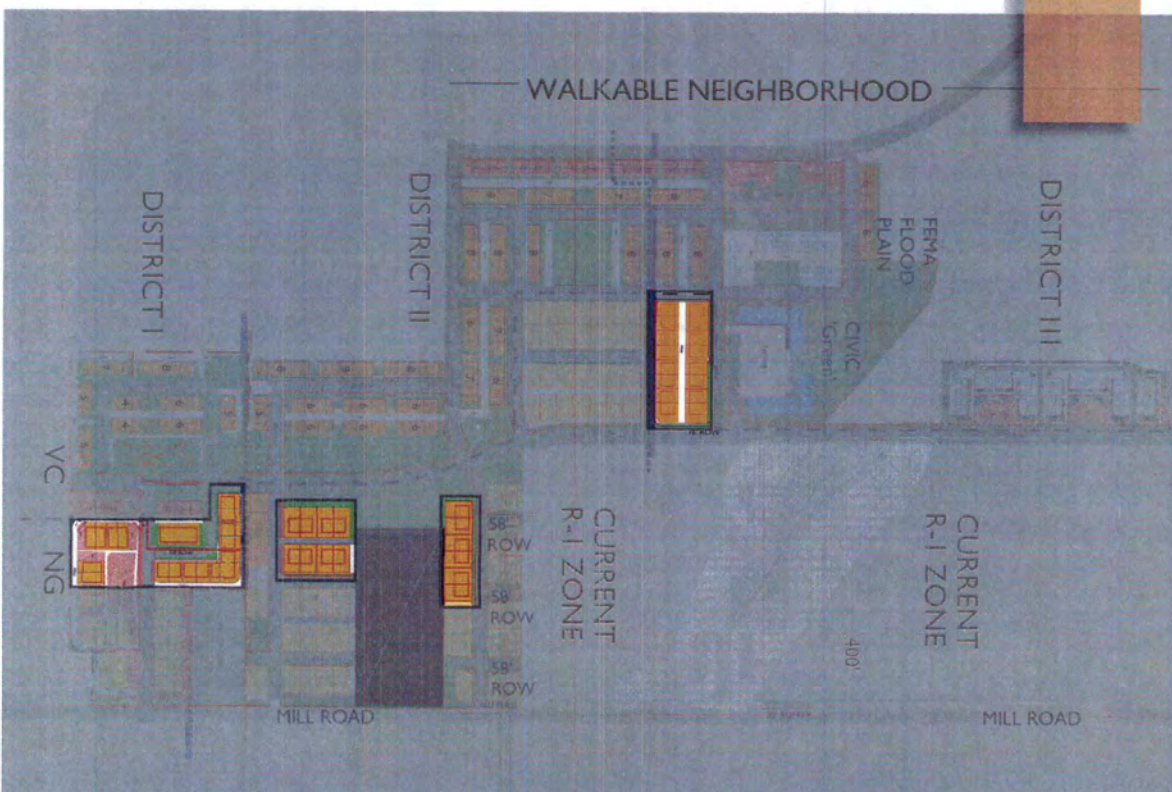
FRONT ELEVATION

SAWMILL
HEBER, UT



TWINHOME KEY

- District #1 ✓
- District #2 ✓
- District #3 ✓



TWINHOME STYLE



FRONT ELEVATION

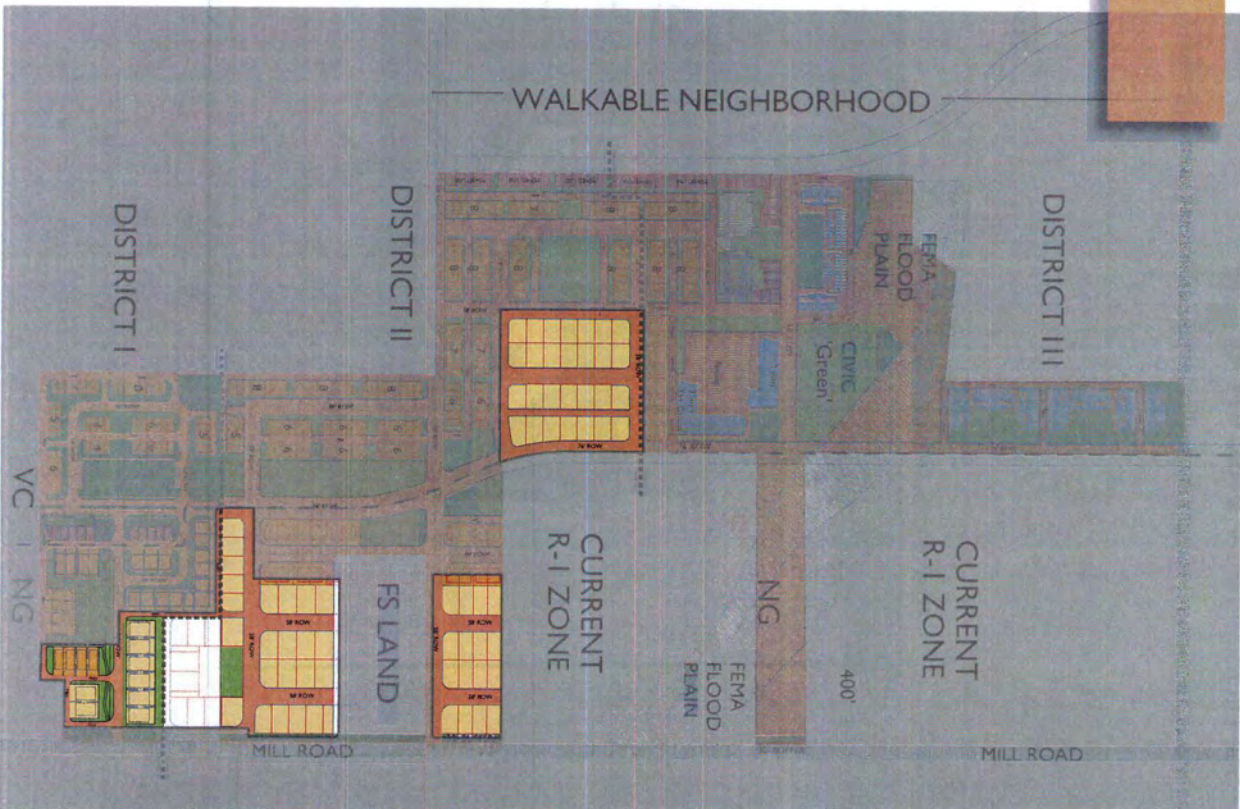
SAWMILL TOWNHOME
HEBER, UT



HARRIS ARCHITECTURE

SINGLE FAMILY KEY

- District #1 ✓
- District #2 ✓
- District #3



SINGLE FAMILY STYLE



SINGLE FAMILY DETACHED FRONT LOAD

Architectural Design Guidelines

Prepared for:

Sawmill Development District 1, 2, and 3

Heber City, Utah

Prepared by:

Ridge Point Management Group, American Fork, Utah

These architectural design guidelines (ADG) are for the Sawmill Development located in Heber City, Utah. They are established to promote a compatible development with its surroundings, to promote stability of property values, to foster the attractiveness and functional utility of the community as a place to live and work, and to raise the level of community expectation for the quality of the environment that it provides. As part of the PCMU zone the development focuses on creating a traditional mixed-used neighborhood and village center that integrates building uses that focus on the form of the community design and the user experience.

Sawmill development respects the rural Heber Valley feel that is characteristic of the history and culture that exists in the area. In doing so, the purpose of these ADG is to set forth ADG for the specific purpose of:

- Enhancing the architectural design and integrity of the development to maintain this rural and rich historic feel.
- To achieve harmony of each building as it relates to neighboring buildings.
- To protect property values and enhance owner's investment by ensuring architecture is well designed

Building elements used at Sawmill will provide durable architectural expression. Stone and brick in warm tones may be the primary exterior accent. These materials are being proposed to be a minimum of 30% of the architectural facades to provide a substantial feel. Stucco, with no more than a 30% maximum may be used as a supporting and accent material. Synthetic siding such as hardy board, lapped siding, board and batten, and wood may be used in the vertical or horizontal application to provide needed shadowing and accent. No vinyl or aluminum siding shall be allowed. Accents may be timber to reference the rural heritage of the area. An allowance will be made for rock and stone to be eliminated on Farmstyle Homes if desired. Roof pitches will be 8/12 where feasible with architectural shingles and metal seamed shed style roofs for the roofing material. Windows will be provided in the vertical application to aide in maintaining the rural character of the architecture. The design of each unit will incorporate

Porches of not less than 6' shall be provided for single family buildings with architectural detailing to provide articulation that is complimentary to the massing of the structure.

Exterior Materials Summary:

Roof	Architectural Shingle and Metal Seamed Shed Roofs
Soffit and Fascia	Aluminum
Lap Siding	Synthetic in the Vertical and Horizontal
"Cedar" Shingle Siding	Synthetic (Hardy Board Type)
Windows	Vinyl in a Vertical layout
Masonry	Synthetic Stone and Brick
Accents/Columns	Wood
Rails	Vinyl/Iron
Exterior Doors	Metal
Garage Doors	Metal

Building elements used at Sawmill 10-plex and/or 12-plexes will provide durable architectural expression. Stone and brick in warm tones will be the primary exterior accent. These materials are being proposed to be no less than 30% of the architectural facades to provide a substantial feel. Stucco will be used as a supporting material and synthetic siding used in the vertical or horizontal application will provide needed shadowing and to accent the masonry. Accents may be timber to reference the rural heritage of the area. Roof pitches will be 8/12 where feasible with architectural shingles style roofs for the roofing material. Windows will be provided in the vertical application to aide in maintaining the rural character of the architecture. The design of each unit will incorporate surface transitions so that there will not be any large blank exterior walls to create visual richness and variety.

Exterior Materials Summary: 10-plexes or 12-plexes

Roof	Architectural Shingle
Soffit and Fascia	Aluminum
Lap Siding	Synthetic in the Vertical and Horizontal
"Cedar" Shingle Siding	Synthetic (Hardy Board Type)
Windows	Vinyl in a Vertical layout
Masonry	Synthetic Stone and Brick
Accents/Columns	Wood
Rails	Vinyl/Iron
Exterior Doors	Metal
Garage Doors	Metal

Exterior Materials Summary:
Senior Housing (Apartment)

Roof	Architectural Shingle; Folsie Chimney Caps to soften roof line
Soffit and Facia	Aluminum
Lap Siding	Synthetic in the Vertical and Horizontal "Cedar" Shingle
Siding	Synthetic (Hardy Board type)
Windows	Vinyl; sliding glass doors with false Juliette balconies per plan
Masonry	Synthetic Stone and Brick
Accents/Columns	Steel and Stone
Rails	Iron
Exterior Doors	Metal and glass storefront doors

- 7. A requirement for the preservation of View Corridors.
- 8. A requirement of building and landscaping materials which contribute to the historical feel and nature of Heber City.

- 9. A requirement of one siting space for every 60 square feet of plaza space.

GENERAL DESIGN GUIDELINES FOR DISTRICTS 1, 2, AND 3 SHALL ADHERE TO THE HEBER CITY MUNICIPAL PCMU CODE 18:62:020

1. A differentiation of the Thoroughfares as a Primary-Grid (P-Grid) and a Secondary-Grid (S-Grid). Buildings along the P-Grid shall be held to the highest standard of this Code in support of pedestrian activity. Buildings along the S-Grid may be more readily considered for Warrants and Conditional Uses allowing automobile-oriented standards. The Frontages assigned to the S-Grid shall not exceed 30% of the total length within a Walkable Neighborhood.
2. A mandatory Retail frontage requiring that a building provide a shop front at sidewalk level along the entire length of the Frontage. The Shop front shall be no less than 70% glazed in clear glass and provided with an awning overlapping the sidewalk as generally illustrated in Table 6. The first floor shall be confined to Retail use through the depth of the Second Layer. (See Table 3D)
3. A Coordinated Streetscape Frontage, requiring that the Public and Private Frontages be coordinated as a single, coherent landscape and paving design.
4. A Terminated Vista location, requiring that the buildings in these locations be provided with architectural articulation of a type and character that responds to the location.
5. A Cross Block Passage, requiring a minimum 6 foot-wide pedestrian access be reserved between structures and/or every 350 feet as a minimum.
6. A Buildings of Value requirement stating that historically significant buildings and structures be preserved except by Warrant.

Design Guidelines for Sawmill District 1, 2 and 3 shall adhere to the Heber Municipal Code for PCMU Zone as defined in 18.62.020 General Requirements:

TABLE 1: District Descriptions

<p>NG THE NEIGHBORHOOD GENERAL DISTRICT consists of medium density residential areas with a diversity of home variations. Featuring a consistent width by street and consistently spaced setbacks. Blocks may be larger and the roads irregular to accommodate natural conditions.</p>		<p>MG</p>	<p>VC</p>
<p>VC THE VILLAGE CENTER DISTRICT consists of a mixed-use but primarily residential urban fabric. It has a wide range of building types: single, mid-rise, and multi-story. Setbacks and landscaping are variable. Streets typically define medium-sized blocks.</p>		<p>MG</p>	<p>VC</p>

Architectural Standards (NG) (as per Code 18.62.030 -A4)

1. a. Streetscreens should be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The Streetscreen may be replaced by a hedge or fence by Warrant. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
 - b. Openings above the first story shall not be less than 25% of the total building wall area, with each facade being calculated independently.
 2. All primary commercial entrances shall Enfront a ROW except by Warrant.
 3. All single family housing units shall have covered porches that are at least six (6) feet deep.
- Architectural Standards (VC) (as per Code 18.62.030-B5)**
1. Streetscreens should be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The Streetscreen may be replaced by a hedge or fence by Warrant. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
 2. Each PCMU District shall have a set of Design Guidelines which outline the specific architectural styles and materials permitted within the development.
 3. All primary entrances for housing shall Enfront a ROW except that 25% of lots within VC may Enfront a pedestrian passage or civic space.
 4. All single family housing units shall have covered porches that are at least six (6) feet deep.

SPECIFIC TO NEIGHBORHOOD GENERAL DISTRICT (NG) AND VILLAGE CENTER DISTRICT (VC)

The Public Frontage (Table 5) shall include trees of a consistent species by street, planted in an organized boulevard fashion, as well as low maintenance understorey.

<p>3. (ENV) For Rightways: This frontage has open understorey demand by pedestrians, bicycle trails, and no parking. The landscaping consists of the normal conditions or multiple species arrayed in administrative chains. Buildings are buffered by distance or berm.</p>	
<p>c. (SR) For Standard Blocks: This frontage should where possible have raised curbs and a walking path, or bicycle trail along one or both sides and valid parking. The landscaping consists of simple species aligned in a regular spaced alle.</p>	
<p>d. (SR) For Residential Street: This frontage has raised curbs demarcated by alleys and narrow sidewalks separated from the vehicular lanes by a wide concrete or stone planter with parking on one or both sides. The landscaping consists of broad trees of a single species aligned in a regularly spaced alle.</p>	
<p>e. (SR) For Standard Streets or Avenues: This frontage has raised curbs demarcated by alleys and wide sidewalks separated from the vehicular lanes by a narrow concrete planter with parking on both sides. The landscaping consists of a single tree species aligned in a regularly spaced alle.</p>	
<p>f. (SR) For Commercial Streets or Avenues: This frontage has raised curbs demarcated by alleys and very wide sidewalks along both sides separated from the vehicular lanes by separate tree walls with grass and parking on both sides. The landscaping consists of a single tree species aligned with regular spacing where possible but clear the driveway entrances.</p>	
<p>g. (RV) For Boulevards: This frontage consists of raised curbs demarcated by alleys and sidewalks along both sides, separated from the vehicular lanes by planters. The landscaping consists of double rows of a single tree species aligned in a regularly spaced alle.</p>	

TABLE 4: Public Frontages - Specific. This table assembles prescriptions and dimensions for the public frontage elements - curbs, walkways and planters - relative to specific thoroughfare types within Transit Districts.

Public Frontage Type	District				
	NG HW	NG SR	NG VC RB	NG VC RS-SS-FW	VC RS-SS-W-BV
1. Assembly: The edge curb or sidewalk at the edge of the vehicular pavement, incorporating drainage. Small trees.					
2. Open Space: The edge of the vehicular pavement, incorporating drainage.					
3. Modern/Thrust: A dedicated sidewalk to pedestrian activity.					
4. Planter: The large, wide, accommodation for trees and other landscape.					
5. Landscape: The recommended plant species.					

TABLE 13: Public Planting. This table shows a list of permitted street trees within each District. All trees are permitted within Civic Open Space regardless of the District.

Common Name	District		Tree Specifications
	NG	VC	
Alder Freeside	*	*	Max. 7' Caliper
Alder Fraxinoides	*	*	Max. 7' Caliper
Cedar	*	*	Max. 7' Caliper
Cedar Concolor	*	*	Max. 7' Caliper
Crabapple	*	*	Max. 7' Caliper
Japanese Quercus	*	*	Max. 7' Caliper
Japanese Maple	*	*	Max. 7' Caliper
Japanese Red Cedar	*	*	Max. 7' Caliper
Japanese White Pine	*	*	Max. 7' Caliper
Japanese Yew	*	*	Max. 7' Caliper
Red Cedar	*	*	Max. 7' Caliper
Red Pine	*	*	Max. 7' Caliper
White Pine	*	*	Max. 7' Caliper

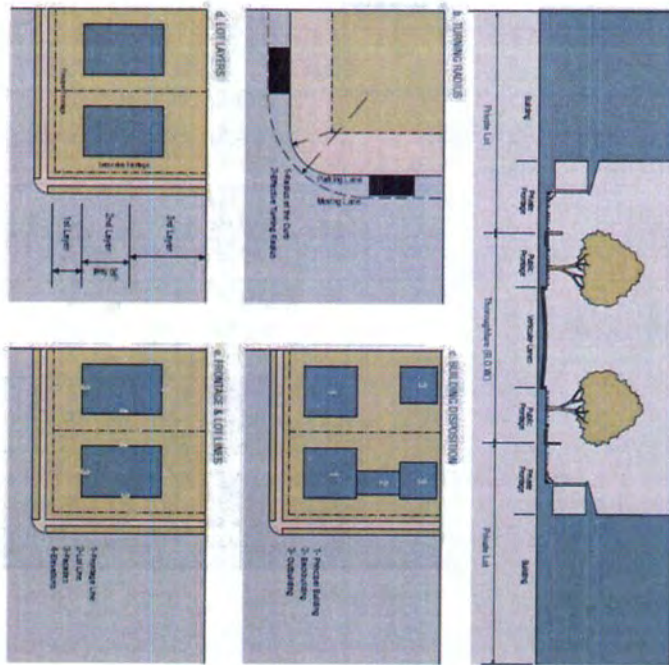
Lawn should only be used when necessary for public recreation parks and residential lots but should be kept to a minimum when and where possible. Street trees shall be a species that at mature height are over 45 feet.

E. Streetscape Requirements

1. General

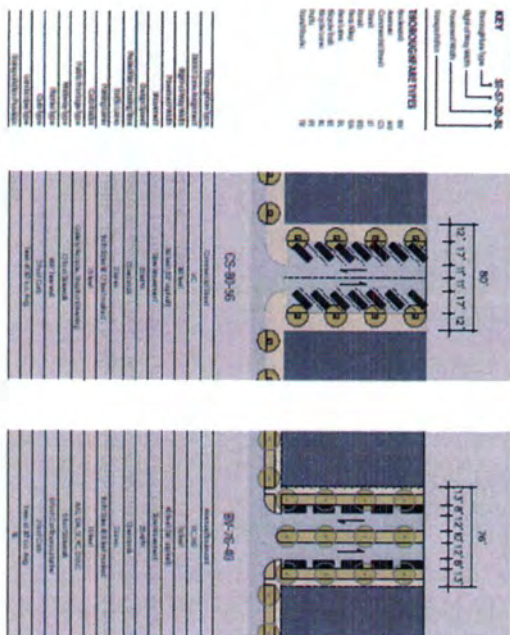
The Thoroughfares consist of vehicular lanes and Public Frontage (Table 3). The lanes provide the traffic and parking capacity. They consist of vehicular lanes in a variety of widths for parked and for moving vehicles. The frontages contribute to the character of the Transit District. They include the types of sidewalk, curbing, planter, and street tree.

TABLE 3. Thoroughfare and Frontages: This table illustrates the configuration and definitions of individual lot elements.

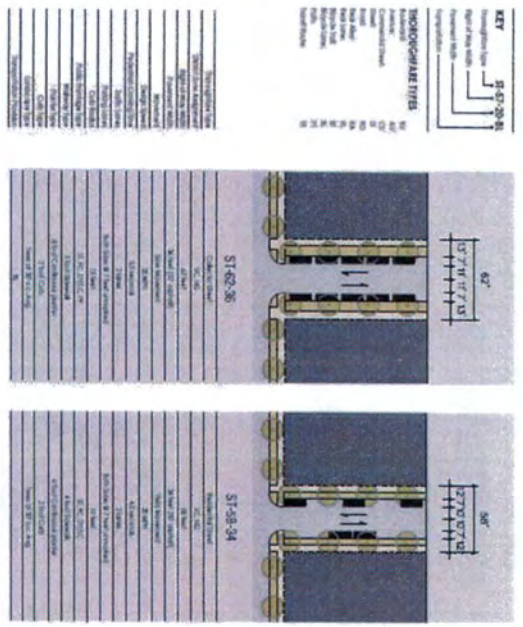


Thoroughfares

a. The standards for vehicular lanes in Sawmill District 1, 2 and 3 shall be a 76' Collector ROW South from 1200 through Sawmill District 1 and Collector to be known as 500 East from 1200 to Highway 40 defined as BV-76-40 in Table 14-d



b. The standards for vehicular lanes throughout Sawmill District 1, 2, and 3 on all connecting streets shall be 58' ROW defined as ST-58-34 in Table 14-b




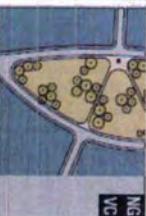
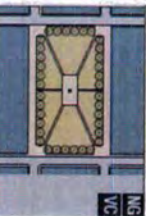
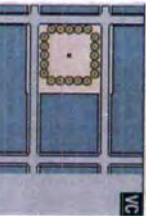
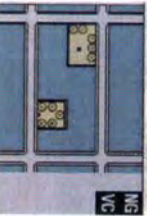
STREET LIGHTS

Within the public frontages, the prescribed type of street lights shall be installed as approved by the Utility Company as shown in Table 12.

NG	VC	Specifications
	•	Lighting fixtures shall not be taller than 12 feet or have a light position angle of more than 60 degrees.
	•	Lighting fixtures shall not be taller than 16 feet or have a light position angle of more than 90 degrees.
	•	Lighting fixtures shall not be taller than 20 feet or have a light position angle of more than 135 degrees.

Civic Space (CS) Specific to NG-VC

The Civic Space shall be as specified in Sawmill District 1, 2, and 3 and shall be designed as generally described in Table 7

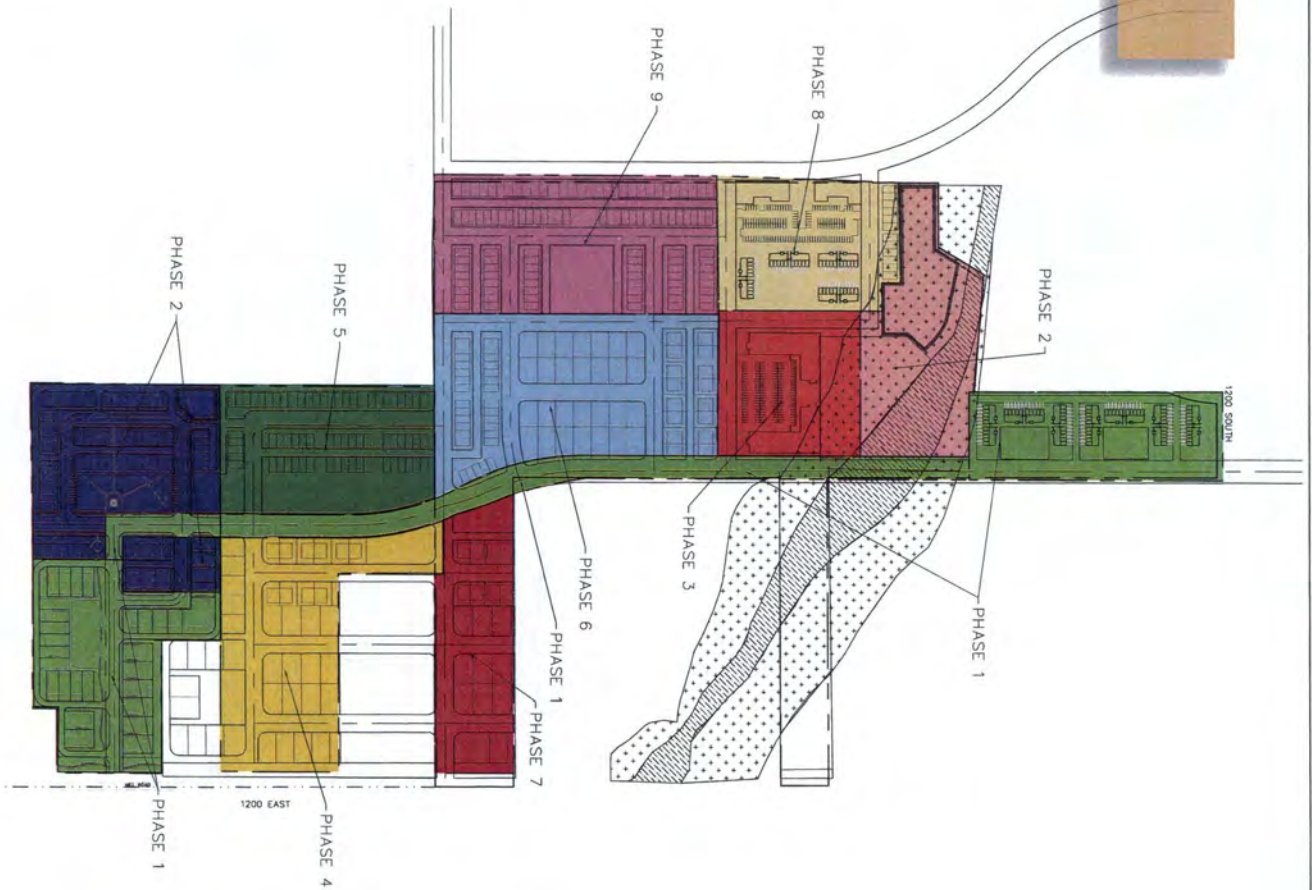
<p>a. Park: A natural preserve suitable for unrestricted recreation. A park may be independent of surrounding building footprints. It includes all natural resources, including trees, shrubs, and open fields. All materials shall be removed from the site. Parks may be located, following the approval of natural resources. The minimum size shall be 5 acres. Wetlands shall be protected in all circumstances and shall be accompanied by Green Infrastructure and shall be 5 acre requirement to meet.</p>	 <p>NG VC</p>
<p>b. Green: An open space available for unrestricted recreation. A green may be generally defined by landscaping rather than building footprints. It includes all natural resources of trees and shrubs, including grasses. The minimum size shall be 1 acre.</p>	 <p>NG VC</p>
<p>c. Square: An open space available for unrestricted recreation and civic purposes. A square is generally defined by building footprints. It includes all natural resources of trees and shrubs, including grasses. Squares shall be located at the intersection of major thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 3 acres.</p>	 <p>NG VC</p>
<p>d. Plaza: An open space available for civic purposes and commercial activities. A plaza shall be generally defined by building footprints. It includes all natural resources of trees and shrubs, including grasses. Plazas shall be located at the intersection of major thoroughfares. The minimum size shall be 1/4 acre and the maximum shall be 3 acres.</p>	 <p>VC</p>
<p>e. Playgrounds: An open space designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.</p>	 <p>NG VC</p>

and allocated to districts as described in Table 2E

E. RESIDENTIAL DISTRICTS		SILVER CREEK		MILBURN	
1. Single Detached Dwelling (see Table 4)	1 acre or more	1 acre or more	1 acre or more	1 acre or more	1 acre or more
2. Duplex	1/2 acre	1/2 acre	1/2 acre	1/2 acre	1/2 acre
3. Townhome	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
4. Attached Single-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
5. Attached Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
6. Attached Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
7. Attached Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
8. Attached Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
9. Attached Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
10. Attached Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
11. Attached Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
12. Attached Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
13. Attached Ten-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
14. Attached Eleven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
15. Attached Twelve-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
16. Attached Thirteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
17. Attached Fourteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
18. Attached Fifteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
19. Attached Sixteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
20. Attached Seventeen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
21. Attached Eighteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
22. Attached Nineteen-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
23. Attached Twenty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
24. Attached Twenty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
25. Attached Twenty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
26. Attached Twenty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
27. Attached Twenty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
28. Attached Twenty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
29. Attached Twenty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
30. Attached Twenty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
31. Attached Twenty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
32. Attached Twenty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
33. Attached Thirty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
34. Attached Thirty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
35. Attached Thirty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
36. Attached Thirty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
37. Attached Thirty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
38. Attached Thirty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
39. Attached Thirty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
40. Attached Thirty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
41. Attached Thirty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
42. Attached Thirty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
43. Attached Forty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
44. Attached Forty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
45. Attached Forty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
46. Attached Forty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
47. Attached Forty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
48. Attached Forty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
49. Attached Forty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
50. Attached Forty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
51. Attached Forty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
52. Attached Forty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
53. Attached Fifty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
54. Attached Fifty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
55. Attached Fifty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
56. Attached Fifty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
57. Attached Fifty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
58. Attached Fifty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
59. Attached Fifty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
60. Attached Fifty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
61. Attached Fifty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
62. Attached Fifty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
63. Attached Sixty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
64. Attached Sixty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
65. Attached Sixty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
66. Attached Sixty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
67. Attached Sixty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
68. Attached Sixty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
69. Attached Sixty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
70. Attached Sixty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
71. Attached Sixty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
72. Attached Sixty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
73. Attached Seventy-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
74. Attached Seventy-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
75. Attached Seventy-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
76. Attached Seventy-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
77. Attached Seventy-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
78. Attached Seventy-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
79. Attached Seventy-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
80. Attached Seventy-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
81. Attached Seventy-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
82. Attached Seventy-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
83. Attached Eighty-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
84. Attached Eighty-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
85. Attached Eighty-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
86. Attached Eighty-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
87. Attached Eighty-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
88. Attached Eighty-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
89. Attached Eighty-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
90. Attached Eighty-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
91. Attached Eighty-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
92. Attached Eighty-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
93. Attached Ninety-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
94. Attached Ninety-One-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
95. Attached Ninety-Two-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
96. Attached Ninety-Three-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
97. Attached Ninety-Four-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
98. Attached Ninety-Five-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
99. Attached Ninety-Six-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
100. Attached Ninety-Seven-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
101. Attached Ninety-Eight-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
102. Attached Ninety-Nine-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre
103. Attached One-Hundred-Family Dwelling	1/4 acre	1/4 acre	1/4 acre	1/4 acre	1/4 acre

* Refer to Table 2E

Phasing plan



PHASES 1 & 2 TO BE CONSTRUCTED IN SEQUENCE.
 PHASES 3 THROUGH 9 TO BE CONSTRUCTED BASED UPON
 MARKET DEMANDS.



**SAWMILL PLANNED COMMUNITY
 PHASING PLAN**
 MILL RD, HEBER CITY, UTAH



LEGEND ENGINEERING
 52 WEST 100 NORTH
 HEBER CITY, UT 84032
 PHONE: 435-854-4828
 www.legendengineering.com

NO.	REVISION	BY	DATE

PROJECT ENGINEER: LR DESIGNER: CJ

SHEET

Master plan Development agreement

SAWMILL PLANNED COMMUNITY
PLANNED COMMUNITY MIXED-USE DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Heber City, hereinafter referred to as "City" and Ridgepoint Management Group, LLC, it's successors and assigns, the undersigned as "Developer".

WHEREAS, the Developer has proposed a master plan for the Sawmill Master Planned Community, consisting of 85.5 acres and 622 residential units; and

WHEREAS, the Heber City Code requires that the Parties enter into a Planned Community Mixed-Use Development Agreement; and

WHEREAS, The City is willing to enter into such an agreement upon certain conditions and subject to certain covenants;

NOW, THEREFORE, the parties hereby agree as follows:

The "Sawmill Master Plan" shall be approved by Heber City and be construed with, made a part of this Agreement, and be binding upon the Parties and their assigns and successors in interest.

In addition to said Master Plan and the provisions there with, the following shall constitute the terms and conditions between the Developer and City for the Sawmill Planned Community Mixed-Use Development Agreement as required per Section 18.62.050.A.5 of the PCMU Zone.

With respect to Exhibit A (the approved SAWMILL MASTER PLAN), the Developer shall, prior to recording the separate subdivision plans, transfer to the City all required diversion water rights necessary for development as determined by the City. Water transferred to the City shall be equivalent to a year round water right.

1. Area Description. The Sawmill Development ("Sawmill") is constituted as the land identified by the legal description in Exhibit A.
2. Compliance With Annexation Agreement. Developer shall comply with all requirements of the Boldry and Strawberry Annexation Agreements, which are recorded at the Wasatch County Recorder's Office in Book _____, Page _____, and Book _____, Page _____, respectively.
3. Compliance With Zone Change Agreement. Developer shall comply with all requirements of the Tingey-Glass Zone Change Agreement, including but not limited to:
 - a. Within 400 feet of the western right of way line of Mill Road, development of the properties shall be consistent with the following:
 - i. The land use shall include only detached single family dwellings developed at no more than four (4) units per acre gross, trails and/or open space;
 - ii. Dwellings shall be constructed no more than 2 stories in height;

iii. New dwellings shall not establish driveway access to Mill Road.

4. Compliance With Master Plan. The Sawmill Development shall comply with the Master Plan Application Package (the "Master Plan") attached and incorporated as part of this Agreement hereto as Exhibit B in regard to, but not limited to, the total number of units, density, general configuration, open space uses, and improvements and is hereby approved to develop the property consistent with the Master Plan.

5. Density. Sawmill shall consist of not more than 622 equivalent residential units, as outlined in the approved Master Plan.

6. Uses. All uses within the Sawmill Development shall be consistent with Section 18.62 PCMU Zone.

7. Building Types. All buildings in Sawmill shall comply with the Master Plan and Section 18.62 PCMU Zone.

- a. Residential. The development shall consist of Single Family Residential, Townhomes, Live-Work, Mixed Use Residential, 10-Plex Multifamily, and a 55+ Apartment Complex.
- b. Commercial. The development shall consist of, at a minimum, 1,500 square feet of commercial space for every net acre of Village Center (VC), with a minimum of 30% being reserved for ground floor commercial. The Master Plan consists of 40.52 net acres of VC, requiring 60,780 square feet of commercial space.

8. Developer Obligations. In addition to the requirements of the Strawberry Annexation Agreement, Tingey-Glass Zone Change Agreement, and Sawmill Master Plan, Developer agrees to the following requirements:

- a. Phased Infrastructure Requirements:
 - i. The development shall comply with all secondary access requirements of the Wasatch County Fire District.
- b. Phased Development:
 - i. The first phase of development shall include the condominiums of District 3 at 1200 South and 1000 East and the single family homes in District 1 from Mill Road to the West, pursuant to the allowable units under the access requirements of the Fire District until a second access is established.
 - ii. The second phase of development shall include the completion of 1000 East from 1200 South to the south end of the Sawmill Development.
 - iii. Developer shall submit a phasing plan acceptable to the Planning Commission as part of preliminary approval.
- c. Streets:
 - i. All streets shall be built to the street standards outlined in Section 18.62 for the Planned Community Mixed-Use (PCMU) Zone as proposed in the Master Plan (Exhibit B).
 - ii. All public streets shall be constructed and dedicated to the City.
 - iii. All alley ways and private streets shall be owned and maintained by an HOA.
- d. Utilities. Developer is responsible for the cost of construction of onsite and offsite utility connections necessary to service the development.
- e. Open space.

- i. All open space areas shall comply with the open space types and locations in Section 18.68 as identified in the Master Plan.
 - ii. All private open space shall be maintained by an HOA.
 - iii. Only open space areas of 1.5 acres or larger may be submitted to the City for consideration of public open space. This does not require the City to accept the area as a public park or public open space. Any such areas accepted by the city must be landscaped with ground cover and trees and have an automatic pressurized irrigation system and playground equipment installed, subject to review by the Parks and Cemetery Director. Initial costs to install playground equipment are the Developer's responsibility.
 - iv. Preliminary landscaping plans shall be submitted to the city at preliminary approval, and final detailed landscaping plans shall be submitted for review by the city at final approval.
- f. Trails.
 - i. All trails not identified as public and within a public right of way shall be considered private and shall be privately owned and maintained.
 - ii. An HOA shall maintain the landscaping along the Mill Road (1200 East) trail and any landscaped medians installed in public roads.
 - iii. Sawmill's portion of the Mill Road Trail shall match the Millhaven (Brookside Estates) section of trail including but not limited to:
 1. A meandering 10-foot concrete trail.
 2. A berm of varying height, with a minimum height of 3 feet.
 - g. Fencing. Developer shall construct fencing along double fronted lots and establish HOA requirements for maintaining consistent materials and fencing color on the rear of double fronted lots.
9. Landscaping. At preliminary approval, developer will propose a method and timing to plant the street trees required by the PCMU Code.
10. Property Owners Association. Developer shall submit to the city for review at Final Approval and record with the final plat(s) documents necessary to establish and maintain a Property Owner's (Home Owner's) Association (aka HOA or POA), including a Declaration and Restrictive Covenants and other documents necessary for the following purposes:
 - a. Ownership, collection of fees and dues for maintenance for, and maintenance of all:
 - i. Open space and amenities, including the trail and berm and landscaping along Mill Road (1200 East).
 - ii. Alley ways and private roads.
 - iii. Private Infrastructure.
 - b. Review and enforcement of all POA/HOA rules, regulations, and architectural design criteria. Developer and City agree that it is desirable for the development to have high quality homes with architectural details, siding and rock as proposed in the Master Plan and the HOA is necessary to implement this plan.
11. Affordable Housing. Developer shall provide a minimum of 10% of total units as affordable housing targeted at 80% Annual Median Income or below. Developer has met with the Wasatch County Housing Authority to coordinate an affordable housing strategy, and agrees to the following:
 - a. This program shall be implemented with the Wasatch County Housing Authority and/or Mountaintops Community Housing Trust to ensure that the provided housing meets the requirements of affordable housing.
12. Senior Housing. Developer and City agree the Senior Housing is a critical component to the proposed Master Plan, as it furthers the city's Moderate Income Housing Plan and is located in an ideal location near the hospital and Senior Citizen's Center. Developer has proposed 108 units of 55+ (55 years or older) apartments. Developer may consider partnering with the City in the development of the 55+ Senior apartments through the State Community Driven Housing Program, provided the City qualifies for participating in the program. Developer agrees to establish rules and enforce rules through an HOA requiring the units to be occupied by seniors 55 years or older.
 - b. The Developer shall donate up to five (5%) per cent of the total home price, as determined by the affordable housing strategy, towards the assistance of city/county employees, policemen, firemen, and educators for the purchase of residential property within the development.
 - c. One half of this affordable housing commitment will be provided through owner occupied apartments within the townhome development portion of the development. The intent of this portion of the program is to target housing for those earning less than 60% Annual Median Income.
 - d. Final details for implementation of the affordable housing strategy will be required at preliminary and final approval with a formal written agreement.
13. Earnshaw Property.
 - a. The Master Plan shall include a road stub to the rear of the Earnshaw property, which shall be constructed by the developer upon development of the Sawmill property.
 - b. Upon development, the Developer shall install a 6' privacy fence around the Earnshaw Property.
 - c. Upon development of the land around the Earnshaw property, the developer shall, at a minimum and given there is adequate right of way, construct a 4 foot sidewalk, per City Standards, in front of the Earnshaw Property on Mill Road to provide a connection between the sections of the Mill Road Trail.
14. 500 East. Heber City finds that the future 500 East Collector road, spanning from the Highway 40 Airport Road intersection to the 500 East 1200 South intersection, is an important transportation connection of the City's Master Transportation Plan (7-029). 500 East will help preserve the remaining traffic capacity of the Hub Intersection by providing citizens an alternate transportation route through the city around the Hub intersection and providing an alternate to 1200 South and Mill Road as a connection to the proposed Saw Mill development to Highway 40. Developer finds 500 East as critical to the success of the proposed commercial space required by the PCMU code, as commercial space requires traffic and connectivity to major arterial streets (Highway 40). Heber City finds the proposed commercial space desirable, not only to comply with the PCMU Zone, but for economic development purposes. Other nearby property owners, such as HFC, are required to participate in the construction of 500 East through their respective property. As such:
 - a. Developer shall work with affected landowners to construct 500 East and associated and Master Planned Utilities from 1200 South to U.S. Highway 40 within 3 years of Master Plan Approval to the current City Standard for Major Collector Streets. Some potential methods for allocating costs include the following:

- i. Developer may propose a Special Improvement District (SID) or other financial mechanism and work with adjoining property owners for the construction of 500 East from Highway 40 and Airport Road intersection to the 500 East 1200 South intersection. While this agreement cannot bind the city to create such a mechanism by itself, the city will consider such options and work with developer and surrounding property owners to find a way to build 500 East as soon as possible.
 - ii. If nearby property owners and/or City are unwilling to participate in, or assist in constructing 500 East prior to the development of the western most 500 feet of the Sawmill development, developer shall be entitled to develop and construct 500 East by itself, and apply for a City standard reimbursement agreement whereby adjacent property owners pay a prorated share of the road construction cost if the adjacent property develops within 10 years of the road's completion.
 - iii. Heber City will also participate in said construction of 500 East with Impact Fees to pay for the actual construction cost to upsize the asphalt width from 36-feet to 50-feet.
 - b. Developer agrees to develop the westernmost 500 feet of the development last to provide more time to work on 500 East, but Developer shall be entitled to develop the westernmost 500 feet of the development at any time following completion of 500 East through to Highway 40.
 - No preliminary or final approval of phases 8 and 9 shall be granted until there is either an agreement reached with the Clyde's for secondary access, or a plan presented by the developer and approved by the City for secondary access on the developer's property.
15. 1000 East. The road identified as 1000 East (T-51), on the Transportation Master Plan in the Capital Improvements Master Plan 2010 to 2030, is identified as a Minor Collector. The Sawmill Master Plan identifies this road as a Boulevard with a center landscaped median. The City approves this change upon condition that the HOA shall maintain the center median, though prior to final approval developer retains the right to modify the street to remove the center median if the street meets the asphalt width of the current City Standard for a Minor Collector and provides nine (9) foot park strips. Developer agrees to dedicate and construct 1000 East within 2 years of Master Plan Approval.
 16. 1600 South. The road identified as 1600 South (T-17) on the Transportation Master Plan in the Capital Improvements Master Plan 2010 to 2030, is identified as a Minor Collector, however the Sawmill Master Plan identifies this as a Commercial Street, CS-60-36, from Section 18.62. The City accepts this change as another Collector, BV-76-40, is identified in the Sawmill Master Plan at approximately 1900 South. Developer shall work with the adjacent development to the East, currently known as Brookside or Millhaven, and the IHC and/or Clyde properties to the West, to align the intersections of 1600 South at 1000 East and 500 East to ensure a continuous connection from Mill Road to the 1500 South and Highway 40 Intersection.
 17. 1900 South. 1900 South is identified as a Boulevard BV-76-40 in the Sawmill Master Plan. The HOA shall maintain the center median, though prior to final approval developer retains the right to modify the street to remove the center median if the street meets the asphalt width of the current City Standard for a Minor Collector and provides nine (9) foot park strips. In the event that 1900 South cannot connect to Hidden Creek Lane, the 1900 South street alignment shall be offset from Hidden Creek Lane per City Standards.
18. Master Planned Drawings.
 - a. The master street plan for the development shall be corrected to remove the extra blue street connecting to Mill Road within District 1. 1900 South shall be designated as a Major Collector from 500 East to Highway 40.
 19. Civic Space. Developer commits to working with churches, school district, county, city and other public agencies for pursuing options for a Civic building(s) on the site shown on the 4 acres in the Master Plan. Developer will keep the property open to Civic uses for at least 2 years after the Master Plan approval, after which developer may pursue the alternate development of single family dwellings if no Civic user needs the property.
 20. FEMA Flood Plain and Flood Channel. Construction of buildings within the FEMA 100 Year Flood Plain shall require approval through Chapter 18.109 Flood Damage Prevention Ordinance. As proposed, the Master Plan proposes 10 plex buildings and 55 + Condos within the 100 year Flood Plain, requiring the buildings to be elevated at least 1 foot above the 100 year flood level. Proposed north to south running streets cross the Flood Way, and these crossings shall be designed according to engineering standards to protect the integrity of the Flood Way.
 21. Water systems. A water line identified as 1900 South (W-008) in the City's Capital Improvements Master Plan 2010 to 2030 is planned as a 12-inch line and shall connect the development to Mill Road. Water within the development shall meet City standards, be looped, and incorporate any changes from the new master plan update when approved. Heber City will participate in said construction with Impact Fees to pay for the actual cost of upsizing the water line above 8-inches or the size needed to serve the development whichever is greater.
 22. Sewer systems. A sewer line identified as 1000 East (S-028) in the City's Capital Improvements Master Plan 2010 to 2030 is planned as a 10-inch line and shall connect the development to 1200 South. Also, a sewer line identified as 1200 South (S-007) must be extended south from 1000 East to the existing sewer in 1200 South. Sewer within the development shall meet City standards and incorporate any changes from the new master plan update when approved. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer lines above 8-inches or the size needed to serve the development whichever is greater.
 23. Storm drain systems. Runoff collected from public streets shall be kept separate from private runoff from common areas and drainage from private streets. Developer shall abide by nationally accepted best management practices for Storm Water Pollution Prevention and obtain and necessary state or federal permits for such. Storm drain within the development shall meet City standards and incorporate any changes from the new master plan update when approved.
 24. Irrigation systems. Irrigation water to the development shall be metered with all private and common areas irrigated and maintained by an HOA. Irrigation within the development

shall meet City standards and incorporate any changes from the new master plan update when approved.

25. Future Agreements. The city and developer reserve the right to enter into future agreements at final approvals that may add to or clarify the provisions of this agreement.

26. Utilities. All streets, utilities, and improvements will be constructed to property lines. City utilities shall be installed in the public road right of way wherever possible.

27. Weed Control. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board.

28. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.

29. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or Developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or Developers of the requirements of this Agreement.

30. Developer shall execute performance agreements for each development phase and provide a cash bonds or letters of credit acceptable to the City guaranteeing the improvements related to each subdivision plat.

31. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements required by the City.

32. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the field map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment by Developer for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of these improvements.

33. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

34. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is

not contained in this written Agreement shall be valid or binding; and this Agreement may not be changed, modified or altered except in writing approved by the parties.

35. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

36. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____, 2018.

HEBER CITY:

By: _____, Mayor

ATTEST:

Heber City Recorder

RIDGEPOINT MANAGEMENT GROUP, LLC

By: [Signature]
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of JANUARY, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

[Signature]
NOTARY PUBLIC



TIOGA FUNDING REAL ESTATE GROUP, LLC

By: [Signature]
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of JANUARY, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

[Signature]
NOTARY PUBLIC



TINGEY REAL ESTATE, LTD, A UTAH LIMITED PARTNERSHIP
FKA TINGEY REAL ESTATE, A UTAH LIMITED PARTNERSHIP

By: _____
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2018, personally appeared before me the above
named Owner, who duly acknowledged to me that he is the owner in fee and executed the same
as such.

NOTARY PUBLIC

HEBER SAWMILL, LLC

By: _____
Manager/Owner

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of JANUARY, 2018, personally appeared before me the above
named Owner, who duly acknowledged to me that he is the owner in fee and executed the same
as such.

NOTARY PUBLIC



JAY K ROBINSON

By: _____
Owner

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC _____

SAWMILL PLANNED COMMUNITY, LLC

By: [Signature]
Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 3 day of JANUARY, 2018, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

[Signature]
NOTARY PUBLIC _____



Traffic Study

Sawmill Area Traffic Impact Study



Heber, Utah

March 2017
UT16-997

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

This study addresses the traffic impacts associated with the proposed Saw Mill development located in Heber, Utah. The project site is located on the west side of 1200 East, between 1200 South and 2400 South and east of the existing IHC Hospital in Heber, Utah. The proposed development will consist largely residential units generating approximately 5,470 daily trips and 542 evening peak hour trips.

As shown in Table ES-1, all intersections are anticipated to perform at acceptable LOS for the existing and future condition with and without project traffic added except Airport Road / US-40 and 1200 East / US-40.

TABLE ES-1
Evening Peak Hour
Heber - Sawmill Area TIS

Description	Existing 2017 Background	Existing 2017 Plus Project	Future 2024 Background	Future 2024 Plus Project	Future 2040 Background	Future 2040 Background Mitigated	Future 2040 Plus Project
1200 East / 1200 South	A (7.4)	A (7.6)	A (8.1)	A (8.5)	B (11.5)	B (11.5)	B (14.8)
1500 South / 1200 East ¹	-	-	-	A (4.5) / EB	-	-	A (3.9) / EB
Hidden Creek / 1200 East	A (2.7) / WB	A (3.3) / WB	A (3.6) / WB	A (4.3) / WB	A (3.9) / WB	A (3.8) / WB	A (5.3) / WB
Saw Mill Access / 1200 East ²	-	A (3.7) / EB	-	A (3.5) / EB	-	-	A (3.9) / EB
2400 South / 1200 East	A (2.5)	A (2.7)	A (3.3)	A (3.7)	A (4.0) / WB	A (4.0) / WB	A (4.5)
Airport Road / US-40	A (9.5) / EB	A (9.9) / EB	C (19.5) / EB	D (28.2) / EB	F (3.50) / EB	B (15.9)	B (19.9)
2400 South / US-40	A (2.7) / WB	A (2.9) / WB	A (3.3) / WB	A (3.4) / WB	A (7.2) / WB	A (7.4) / WB	A (7.6) / WB
1200 East / US-40	B (10.3) / SB	B (11.2) / SB	B (14.8) / SB	C (23.8) / SB	F (3.50) / SB	E (45.6) / SB	F (3.50) / SB
500 East / 1200 South	A (4.6) / SB	A (4.6) / SB	A (6.8) / SB	B (12.0) / SB	B (11.4) / SB	B (12.1) / SB	C (24.8) / NB
1200 South / 900 East ¹	-	-	-	A (8.1) / NB	B (10.3) / NB	B (12.3) / NB	C (16.2) / NB
1500 South / 900 East ¹	-	-	-	-	A (2.2) / EB	-	A (2.3) / EB
Hidden Creek / 900 East ²	-	-	-	-	A (1.3) / NB	-	A (1.1) / NB
US-40 / 900 East	-	-	A (4.2) / SB	A (5.6) / SB	A (6.2) / SB	A (6.0) / SB	B (11.6) / SB
1500 South / 500 East ²	-	-	-	A (4.1) / WB	-	-	A (4.4) / WB
Hidden Creek / Airport Road	-	-	-	A (3.7) / WB	-	-	A (3.9) / WB

¹ Values for LOS and delay (minutes, vehicle) values represent the worst intersection scenario for traditional signalized, all-way controlled intersections and the worst approach for all other uncontrolled intersections.
² This intersection is a project access and was only analyzed in "plus project" scenarios.
³ This intersection was not analyzed as part of the proposed project and was only analyzed in "background" scenarios.
 Source: Hales Engineering, March 2017

RECOMMENDATIONS

The following are recommended mitigation measures for Airport Road / US-40 and 1200 East / US-40.

Airport Road / US-40

- 2024 Background Conditions
 - Signalize when warrants are met

2040 Background Conditions

- Signalize when warrants are met

1200 East / US-40

2040 Background Conditions

- Separate the left-turn movements from the through and right-turn movements
- Signalize when warrants are met

2040 Plus Project Conditions

- Signalize when warrants are met.

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
RECOMMENDATIONS iii
TABLE OF CONTENTS iv
LIST OF TABLES vi
LIST OF FIGURES vi
I. INTRODUCTION..... 2
 A. Purpose..... 2
 B. Scope..... 3
 C. Analysis Methodology..... 3
 D. Level of Service Standards 3
II. EXISTING (2017) BACKGROUND CONDITIONS..... 6
 A. Purpose..... 6
 B. Roadway System..... 6
 C. Traffic Volumes..... 6
 D. Level of Service Analysis..... 7
 E. Queuing Analysis..... 7
 F. Mitigation Measures..... 7
III. PROJECT CONDITIONS 10
 A. Purpose..... 10
 B. Project Description..... 10
 C. Trip Generation..... 11
 D. Trip Distribution and Assignment..... 11
 E. Access..... 15
IV. EXISTING (2017) PLUS PROJECT CONDITIONS 16
 A. Purpose..... 16
 B. Traffic Volumes..... 16
 C. Level of Service Analysis..... 16
 D. Queuing Analysis..... 16
 E. Mitigation Measures..... 16
V. FUTURE (2024) BACKGROUND CONDITIONS..... 19
 A. Purpose..... 19
 B. Roadway Network..... 19
 C. Traffic Volumes..... 19
 D. Level of Service Analysis..... 19
 E. Queuing Analysis..... 21
 F. Mitigation Measures..... 21
VI. FUTURE (2024) PLUS PROJECT CONDITIONS..... 22
 A. Purpose..... 22

Heber – Sawmill Area Traffic Impact Study

iv

 B. Traffic Volumes..... 22
 C. Level of Service Analysis..... 22
 D. Queuing Analysis..... 22
 E. Mitigation Measures..... 22
VII. FUTURE (2040) BACKGROUND CONDITIONS..... 25
 A. Purpose..... 25
 B. Roadway Network..... 25
 C. Traffic Volumes..... 25
 D. Level of Service Analysis..... 25
 E. Queuing Analysis..... 27
 F. Mitigation Measures..... 28
VIII. FUTURE (2040) PLUS PROJECT CONDITIONS..... 30
 A. Purpose..... 30
 B. Traffic Volumes..... 30
 C. Level of Service Analysis..... 30
 D. Queuing Analysis..... 30
 E. Mitigation Measures..... 30
Appendix A: Turning Movement Counts
Appendix B: LOS Results
Appendix C: Project Site Plan
Appendix D: Queuing Results

Heber – Sawmill Area Traffic Impact Study

v

LIST OF TABLES

Table 1 Level of Service Description 4#
 Table 2 Background (2017) Evening Peak Hour Level of Service 9#
 Table 3 Trip Generation 11#
 Table 4 Existing (2017) Plus Project Evening Peak Hour Level of Service 18#
 Table 5 Future (2024) Background Evening Peak Hour Level of Service 21#
 Table 6 Future (2024) Plus Project Evening Peak Hour Level of Service 24#
 Table 7 Future (2040) Background Evening Peak Hour Level of Service 27#
 Table 8 Future (2040) Background Evening Peak Hour Level of Service - Mitigated 29#
 Table 9 Future (2040) Plus Project Evening Peak Hour Level of Service 32#

LIST OF FIGURES

Figure 1 Vicinity Map Showing the Project Location in Heber, Utah 2#
 Figure 2 LOS Letter Designation 5#
 Figure 3 Existing (2017) Background Evening Peak Hour Traffic Volumes 8#
 Figure 4 Trip Assignment for the evening peak hour (2017) 13#
 Figure 5 Trip Assignment for the evening peak hour (2024 & 2040) 14#
 Figure 6 Existing (2017) Plus Project Evening Peak Hour Traffic Volumes 17#
 Figure 7 Future (2024) Background Evening Peak Hour Volumes 20#
 Figure 8 Future (2024) Plus Project Evening Peak Hour Volumes 23#
 Figure 9 Future (2040) Background Evening Peak Hour Volumes 26#
 Figure 10 Future (2040) Plus Project Evening Peak Hour Volumes 31#

I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed residential development located in Heber, Utah. The project site is located on the west side of 1200 East, between 1200 South and 2400 South and east of the existing IHC Hospital in Heber, Utah. Figure 1 shows a vicinity map of the proposed development.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site in existing (2017), future (2024), and (2040) conditions.



Figure 1 Vicinity Map Showing the Project Location in Heber, Utah

B. Scope

The study area was defined based on conversations with the development team. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- 1200 East / 1200 South
- 1200 East / Hidden Creek
- 1200 East / 2400 South
- Airport Road / US-40
- 2400 South / US-40
- 1200 East / US-40
- 500 East / 1200 South

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections. Figure 2 provides a visual representation of each LOS letter designation.

The Highway Capacity Manual 2010 (HCM 2010) methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized and all-way stop intersections, the LOS is provided for the overall intersection (weighted average of all approach delay(s)). For all other unsignalized intersections LOS is reported based on the worst approach.

D. Level of Service Standards

For the purposes of this study, a minimum overall intersection performance for each of the study intersections was set at LOS C. However, if LOS D, E or F conditions exist, an explanation and/or mitigation measures will be presented. An LOS C threshold is consistent with "state-of-the-practice" traffic engineering principles for rural areas.

Table 1 Level of Service Description

Level of Service	Description of Traffic Conditions	Average Delay (seconds/vehicle) Overall Intersection
A	Extremely favorable progression and a very low level of control delay. Individual users are virtually unaffected by others in the traffic stream.	0 ≤ 10.0
B	Good progression and a low level of control delay. The presence of other users in the traffic stream becomes noticeable.	> 10.0 and ≤ 20.0
C	Fair progression and a moderate level of control delay. The operation of individual users becomes somewhat affected by interactions with others in the traffic stream.	>20.0 and ≤ 35.0
D	Marginal progression with relatively high levels of control delay. Operating conditions are noticeably more constrained.	> 35.0 and ≤ 55.0
E	Poor progression with unacceptably high levels of control delay. Operating conditions are at or near capacity.	> 55.0 and ≤ 80.0
F	Unacceptable progression with forced or breakdown operating conditions.	> 80.0
Unsignalized Intersections		Worst Approach
A	Free Flow / Insignificant Delay	0 ≤ 10.0
B	Stable Operations / Minimum Delays	>10.0 and ≤ 15.0
C	Stable Operations / Acceptable Delays	>15.0 and ≤ 25.0
D	Approaching Unstable Flows / Tolerable Delays	>25.0 and ≤ 35.0
E	Unstable Operations / Significant Delays Can Occur	>35.0 and ≤ 50.0
F	Forced Flows / Unpredictable Flows / Excessive Delays Occur	> 50.0

Source: Hales Engineering Descriptions, based on Highway Capacity Manual, 2010 Methodology (Transportation Research Board, 2010)

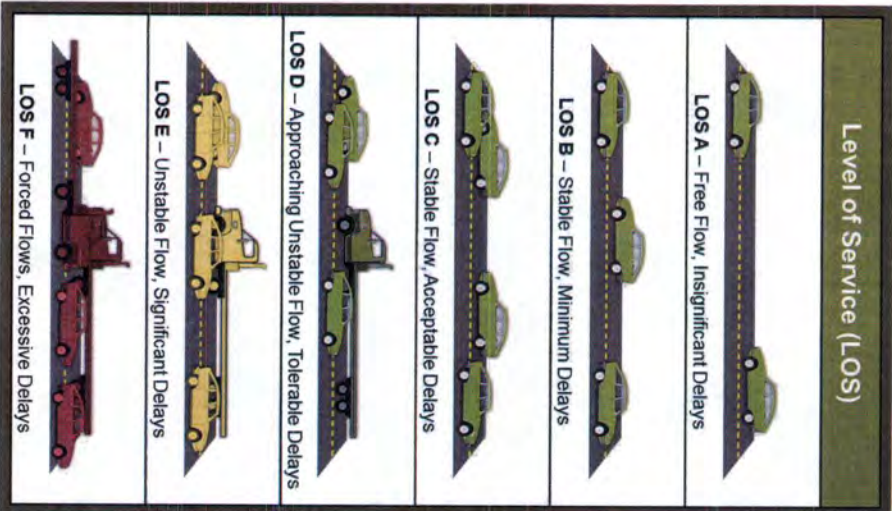


Figure 2 LOS Letter Designation

II. EXISTING (2017) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified and potential mitigation measures recommended. This analysis will provide a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

1200 East – 1200 East is a city-maintained roadway that is classified as a collector. 1200 East has a single lane in each direction with no center turn lane and the posted speed limit is 35 mph in the study area. The cross-section is rural in nature and therefore does not have curb, gutter, and sidewalks on either side of this roadway.

US-40 – US-40 is a state-maintained roadway that is classified by UDOT as a "principle arterial." As an Access Category 5 (Regional priority-urban importance) roadway, the minimum signal spacing on Main Street (SR-198) is 2,640 feet, minimum street spacing of 660 feet, and a minimum access spacing of 300 feet; US-40 has a single lane in each direction with a center turn lane and the posted speed limit is 40 mph with in the study area.

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.), and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersection:

- 1200 East / 1200 South
- 1200 East / Hidden Creek
- 1200 East / 2400 South
- Airport Road / US-40
- 2400 South / US-40
- 1200 East / US-40
- 500 East / 1200 South

The counts were performed on Thursday, January 26, 2017 and Tuesday, March 21, 2017. The morning peak hour was determined to be between 7:30 and 8:30 a.m. and the evening peak hour was determined to be between 5:00 and 6:00 p.m. The evening peak hour volumes were approximately 30 percent higher than the morning peak hour volumes. Therefore, the evening peak hour was used to represent the worst-case conditions. The intersection of 2400 South / US-40 was previously counted on Tuesday, March 8, 2016. These counts were compared to the new counts and factored to closely match the counts performed in 2017. Detailed count data are included in Appendix A.

Figure 3 shows the existing evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter 1, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 2 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2017) conditions. As shown in Table 2, all study intersections are currently operating at acceptable LOS during the evening peak hour.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No queuing of significance was observed during the evening peak hour.

F. Mitigation Measures

No mitigation measures are recommended.



Heber - Sawmill Area, TN
Existing 2017 Background

Existing Peak Hour
Figure 3



Table 2 Background (2017) Evening Peak Hour Level of Service

Intersection Description	Control	Worst Approach			Overall Intersection	
		Approach ^{1,2}	Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	7.4	A
Hidden Creek / 1200 East	WB Stop	WB	2.7	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	2.5	A
Airport Road / US-40	EB Stop	EB	9.5	A	-	-
2400 South / US-40	WB Stop	WB	2.7	A	-	-
1200 East / US-40	NB/SB Stop	SB	10.3	B	-	-
500 East / 1200 South	SB Stop	SB	4.6	A	-	-

¹ This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections.
² This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for all-way stop and signal controlled intersections.
 1. SB = Southbound approach, etc.

Source: Hales Engineering, March 2017



III. PROJECT CONDITIONS

A. Purpose

The project conditions analysis explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in the Introduction.

B. Project Description

This study addresses the traffic impacts associated with the proposed residential development located in Heber, Utah. The project site is located on the west side of 1200 East, approximately 1000 feet north of the 1200 East / 2400 South intersection in Heber, Utah. The development is planned to be completed in three phases. Phase 1 of the project is assumed to be completed by year 2017. Currently, there is no land use for a live/work unit in the ITE Trip Generation Manual. Based on the illustrations provided by the developer, it was assumed that the ground floor would be for work while the upstairs space would be for living. For trip generation purposes, it was determined that the work area would be office space and the living space would be closest to a townhome. Phases 2 and 3 are anticipated to be completed by the year 2024 and was assumed to consist of signal family homes and townhomes. A concept plan for the proposed development has been included in Appendix C.

The Phase 1 proposed land use for the development has been identified as follows:

- Single Family Homes 8 Units
- Townhomes 51 Units
- Twin homes 26 Units
- Live/Work (Townhome) 11 Units
- Live/Work (Office) 16,500 sq. ft.

The full built out of the proposed land use for the development has been identified as follows:

- Single Family Homes 402 Units
- Townhomes 183 Units
- Twin homes 26 Units
- Live/Work (Townhome) 11 Units
- Live/Work (Office) 16,500 sq. ft.

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) Trip Generation (9th Edition, 2012). Trip Generation for the proposed project is included in

The total trip generation for the opening day of the development is as follows:

- Daily Trips: 5,470
- Morning Peak Hour Trips: 455
- Evening Peak Hour Trips: 542

Table 3
Heber - Sawmill Area TIS
Trip Generation

Project	Land Use	Number of Units	Use Type	Trips		% of Trips		Half Trips		Total Daily Trips
				Generation	Entering	Entering	Exiting	Entering	Exiting	
Weekday Daily										
1	Single-Family Detached Housing (S10)	8	Dwelling Units	104	50%	50%	50%	52	52	104
1	Residential Condominium/Townhouse (Z20)	51	Dwelling Units	300	59%	59%	59%	150	150	300
1	Residential Condominium/Townhouse (Z20) (Proxy for LawWork)	11	Dwelling Units	96	50%	50%	50%	48	48	96
1	General Office Building (G10) (average unit) (Proxy for LawWork)	16.5	1,000 Sq. Ft. GFA	152	50%	50%	50%	76	76	152
1	Residential Condominium/Townhouse (Z20) (Proxy for LawWork)	20	Dwelling Units	200	50%	50%	50%	100	100	200
233	Single-Family Detached Housing (S10)	384	Dwelling Units	3,709	50%	50%	50%	1,854	1,854	3,708
233	Residential Condominium/Townhouse (Z20)	132	Dwelling Units	820	50%	50%	50%	410	410	820
Project Total Daily Trips				2,735	50%	50%	50%	1,367	1,368	2,735
A.M. Peak Hour										
1	Single-Family Detached Housing (S10)	8	Dwelling Units	16	29%	29%	29%	8	8	16
1	Residential Condominium/Townhouse (Z20)	51	Dwelling Units	32	17%	17%	17%	16	16	32
1	Residential Condominium/Townhouse (Z20) (Proxy for LawWork)	11	Dwelling Units	10	17%	17%	17%	5	5	10
1	General Office Building (G10) (average unit) (Proxy for LawWork)	16.5	1,000 Sq. Ft. GFA	26	89%	17%	17%	23	3	26
1	Residential Condominium/Townhouse (Z20) (Proxy for LawWork)	20	Dwelling Units	19	17%	63%	3%	15	15	19
233	Single-Family Detached Housing (S10)	384	Dwelling Units	288	25%	75%	72%	215	287	287
233	Residential Condominium/Townhouse (Z20)	132	Dwelling Units	66	17%	83%	11%	55	68	66
Project Total a.m. Peak Hour Trips				120	33%	67%	67%	45	45	120
P.M. Peak Hour										
1	Single-Family Detached Housing (S10)	8	Dwelling Units	12	63%	37%	37%	6	4	12
1	Residential Condominium/Townhouse (Z20)	51	Dwelling Units	30	67%	33%	33%	24	12	30
1	Residential Condominium/Townhouse (Z20) (Proxy for LawWork)	11	Dwelling Units	10	67%	33%	33%	7	3	10
1	General Office Building (G10) (average unit) (Proxy for LawWork)	16.5	1,000 Sq. Ft. GFA	26	67%	63%	14%	4	2	26
233	Single-Family Detached Housing (S10)	384	Dwelling Units	32	67%	37%	37%	22	17	32
233	Residential Condominium/Townhouse (Z20)	132	Dwelling Units	76	67%	37%	37%	51	25	76
Project Total p.m. Peak Hour Trips				335	67%	37%	37%	207	207	335

D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to

establishing these distribution percentages, especially in close proximity to the site. The resulting distribution of project generated trips during the evening peak hour is as follows:

To/From Project:

- 45% North (via US-40)
- 10% North (via 1200 East)
- 20% South (via US-40)
- 10% East (via 1200 South)
- 5% East (via 2400 South)
- 10% West (Airport Road)

These trip distribution assumptions were used to assign the evening peak hour generated traffic at the study intersections to create trip assignment for the proposed development for the opening day conditions. Trip assignment for the development is shown in Figure 4 and Figure 5.

Sheet - General Area 10
Top Alignment 2017

Existing Peak Hour
Flow

Sheet - General Area 10
Top Alignment 2017

Existing Peak Hour
Flow



Sheet - General Area 10
Top Alignment 2017
1200 North 500 West, Sta. 202+00, UTM 5843

861796.424
82282017



Sheet - General Area 10
Top Alignment 2017
1200 North 500 West, Sta. 202+00, UTM 5843

861796.424
82282017

IV. EXISTING (2017) PLUS PROJECT CONDITIONS

E. Access

The proposed access for the site will be gained at the following locations (see also concept plan in Appendix C):

1200 East:

- A single access is planned off of 1200 East based on the Sawmill TIS that was completed previously. This access is planned to be a full movement, stop controlled access.

Future Access:

- New roads are planned to be built sometime in the future that will parallel 1200 East and provided access to the site from the north and the south.
- Hidden Creek and 1500 South are also planned to be built in the future and provide access to the proposed development.

A. Purpose

The purpose of the existing (2017) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for existing background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on background traffic conditions.

B. Traffic Volumes

Project trips were assigned to the study intersections based on the trip distribution percentages discussed in Chapter III and permitted intersection turning movements. The existing (2017) plus project evening peak hour volumes were generated for the study intersections and are shown in Figure 6.

C. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 4 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. As shown in Table 4, all intersections are anticipated to operate at acceptable LOS during the evening peak hour with project traffic added.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No queuing of significance is anticipated during the evening peak hour.

E. Mitigation Measures

No mitigation measures are recommended at this time.



Heber - Sawmill Area, 118
 Evening Peak Hour
 1200 North 500 West, SR 202 Left Turn 4040

Heber - Sawmill Area, 118
 Evening Peak Hour
 1200 North 500 West, SR 202 Left Turn 4040

HALES ENGINEERING
 Innovative transportation solutions

Table 4 Existing (2017) Plus Project Evening Peak Hour Level of Service

Intersection Description	Control	Approach ^{1,3}	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	7.6	A
Hidden Creek / 1200 East	WB Stop	WB	3.3	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	2.7	A
Airport Road / US-40	EB Stop	EB	9.9	A	-	-
2400 South / US-40	WB Stop	WB	2.9	A	-	-
1200 East / US-40	NB/SB Stop	SB	11.2	B	-	-
500 East / 1200 South	SB Stop	SB	4.6	A	-	-
Saw Mill Access / 1200 East	EB Stop	EB	3.7	A	-	-

1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop uncontrolled intersections.
 2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for all-way stop and signal controlled intersections.
 3. SB = Southbound approach, etc.

Source: Hales Engineering, March 2017

V. FUTURE (2024) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2024) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified and potential mitigation measures recommended.

B. Roadway Network

After examining the surrounding areas and projects that are anticipated to be built adjacent to the study area, it was determined that a new road would be built with in the study area. A new road is planned to be built around the existing IHC Hospital on the east side sometime in the future. It was assumed that it would be completed by 2024. It is anticipated that this roadway will connect to 1200 South and US-40 at Airport Road. It was assumed that when Airport Road and 900 East connect to US-40, a left- and right-turn auxiliary lane would be required per Administrative Rule R930-6.

C. Traffic Volumes

The Heber City General Plan: Future Vision 2020 dated July 3, 2003, predicted an annual growth rate of 2.67 percent through 2030. That same growth rate was assumed in estimating the future (2024) turning movement counts. An adjacent development to the east of the proposed development was also added into the background traffic. It was assumed that the land use was residential with approximately 7.5 units per acre. It was also assumed that a 50/50 split would occur between single family homes and townhomes and that the development would be completed by 2024. Future (2024) background evening peak hour turning movement volumes are shown in Figure 7.

D. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter 1, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 5 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. These results serve as a baseline condition for the impact analysis of the proposed development for future (2024) conditions. As shown in Table 5, all study intersections are anticipated to operate at acceptable LOS during the evening peak hour.



Heber - Sawmill Area 11
Future 2024 Background

Evening Peak Hour
Figure 7

Table 5 Future (2024) Background Evening Peak Hour Level of Service

Intersection Description	Control	Approach ^{1,3}	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-Way Stop	-	-	-	8.1	A
Hidden Creek / 1200 East	WB Stop	WB	3.6	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	3.3	A
Airport Road / US-40	EB/MB Stop	EB	19.5	C	-	-
2400 South / US-40	WB Stop	WB	3.3	A	-	-
1200 East / US-40	NB/SB Stop	SB	14.8	B	-	-
500 East / 1200 South	NB/SB Stop	SB	6.8	A	-	-
900 East / 1200 East	NB Stop	NB	8.1	A	-	-
US-40 / 900 East	SB Stop	SB	4.2	A	-	-

¹ This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-diverging stop controlled intersections.
² This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for all-way stop and signal controlled intersections.
³ SB = Southbound approach, etc.

Source: Hales Engineering, March 2017

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No queuing of significance is anticipated during the evening peak hour.

F. Mitigation Measures

No mitigation measures are recommended.

VI. FUTURE (2024) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2024) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Trips were assigned to the study intersections based on the trip distribution percentages discussed in Chapter III and permitted intersection turning movements. Future (2024) plus project evening peak hour turning movement volumes are shown in Figure 8.

C. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 6 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. As shown in Table 6, all study intersections are anticipated to operate at acceptable LOS during the evening peak hour.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. No queuing of significance is anticipated during the evening peak hour.

E. Mitigation Measures

The intersection of Airport Road is anticipated to perform poorly in regard to Heber City standards, however, an LOS D is an acceptable LOS for UDOT. A signal at this location would improve the LOS, however, would not meet signal warrants at this time. It is not uncommon for side streets along busy arterials to experience long delays when attempting to turn left out on to the busy arterial.



HALES ENGINEERING
Innovative transportation solutions

Table 6 Future (2024) Plus Project Evening Peak Hour Level of Service

Intersection Description	Control	Approach ^{1,3}	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	8.5	A
1500 South / 1200 East	EB Stop	EB	4.5	A	-	-
Hidden Creek / 1200 East	WB Stop	WB	4.3	A	-	-
Saw Mill Access / 1200 East	EB Stop	EB	3.5	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	3.7	A
Airport Road / US-40	EB/WB Stop	EB	26.2	D	-	-
2400 South / US-40	WB Stop	WB	3.4	A	-	-
1200 East / US-40	NB/SB Stop	SB	23.8	C	-	-
500 East / 1200 South	NB/SB Stop	NB	12.0	B	-	-
1200 South / 900 East	NB Stop	NB	10.3	B	-	-
1500 South / 900 East	EB/WB Stop	EB	2.2	A	-	-
Hidden Creek / 900 East	EB/WB Stop	NB	1.3	A	-	-
US-40 / 900 East	SB Stop	SB	5.6	A	-	-
1500 South / 500 East	WB Stop	WB	4.1	A	-	-
Hidden Creek / Airport Road	WB Stop	WB	3.7	A	-	-

1. This represents the worst approach LOS and delay (second/ vehicle) and is only reported for non-alleyway stop unsignalized intersections.
 2. This represents the overall intersection LOS and delay (second/ vehicle) and is reported for all-way stop and signal controlled intersections.
 3. SB = Southbound approach, etc.

Source: Hales Engineering, March 2017



VII. FUTURE (2040) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2040) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified and potential mitigation measures recommended.

B. Roadway Network

According to the UDOT Long Range Plan, it does not appear that any roadway improvements will occur on US-40 by year 2040. It is possible that new signal will be built along US-40 when warrants are met. No roadway improvements were assumed for the 2040 background conditions.

C. Traffic Volumes

The Heber City General Plan: Future Vision 2020 dated July 3, 2003, predicted an annual growth rate of 2.67 percent through 2030. That same growth rate was assumed in estimating the future (2040) turning movement counts. An adjacent development to the east of the proposed development was also added into the background traffic. It was assumed that the land use was residential with approximately 7.5 units per acre. It was also assumed that a 50/50 split would occur between single family homes and townhomes and that the development would be completed by 2024. Future (2040) background evening peak hour turning movement volumes are shown in Figure 9.

D. Level of Service Analysis

Using SynchroSimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter 1, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 7 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. These results serve as a baseline condition for the impact analysis of the proposed development for future (2040) conditions. As shown in Table 7, all study intersections are anticipated to operate at acceptable LOS during the evening peak hour except Airport Road / US-40 and 1200 East / US-40.



Table 7 Future (2040) Background Evening Peak Hour Level of Service

Intersection Description	Control	Approach ^{1,3}	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh)	LOS ²	Aver. Delay (Sec/Veh)	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	11.5	B
Hidden Creek / 1200 East	WB Stop	WB	3.9	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	4.0	A
Airport Road / US-40	EB/WB	EB	> 50	F	-	-
2400 South / US-40	WB Stop	WB	7.2	A	-	-
1200 East / US-40	NB/SB	SB	> 50	F	-	-
500 East / 1200 South	NB/SB	SB	11.4	B	-	-
1200 South / 900 East	NB Stop	NB	12.3	B	-	-
US-40 / 900 East	SB Stop	SB	6.2	A	-	-

1. This represents the worst approach LOS and delay (seconds/ vehicle) and is only reported for non-all-way stop unsignalized intersections.
 2. This represents the overall intersection LOS and delay (seconds/ vehicle) and is reported for all-way stop and signal controlled intersections.
 3. SB - Southbound approach, etc.
 Source: Hales Engineering, March 2017

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. Some queuing is anticipated at the Airport Road / US-40 intersection in the eastbound direction of approximately 860 feet. This queue is caused by left-turn vehicles not being able to make left-turns out onto US-40. No other queuing of significance is anticipated during the evening peak hour.

F. Mitigation Measures

The intersection of Airport Road / US-40 is anticipated to perform at poor LOS during the peak hour. The eastbound left-turns are experiencing long delays trying to make a left-turn out onto US-40. To mitigate this poorly performing intersection, it is recommended that a traffic signal be built at this location when signal warrants are met. This intersection is included in the Cooperative Agreement for US-40.

The intersection of 1200 East / US-40 is anticipated to perform at poor LOS during the peak hour. The southbound left-turns are experiencing long delays trying to make a left-turn out onto US-40. To mitigate this poorly performing intersection, a traffic signal would work however, would not meet signal warrants at this time. It is recommended that 1200 East in the southbound direction separate out the left-turns from the through and right-turn movements. This will allow for the right-turns to turn out with-out having to wait behind the left-turning vehicles.

An additional analysis was completed using a signal at Airport Road / US-40 and adding a southbound left-turn pocket at the 1200 East / US-40 intersections. As shown in Table 8, all study intersections are anticipated to operate at acceptable LOS during the evening peak hour except 1200 East / US-40. The intersection of Airport Road / US-40 is anticipated to have some queuing in the southbound direction of approximately 320 feet. No other queuing of significance is anticipated.

As previously mentioned, the intersection of 1200 East / US-40 is anticipated to perform poorly. A signal at this location is part of the Cooperative Agreement for US-40; however, does not meet signal warrants at this time. It is not uncommon that side streets along a busy arterial experience long delays while making left-turns. Vehicles can reroute to a different intersection along US-40 to make a left-turn if the delay becomes excessive.

Table 8 Future (2040) Background Evening Peak Hour Level of Service - Mitigated

Intersection Description	Control	Approach ³	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	11.5	B
Hidden Creek / 1200 East	WB Stop	WB	3.8	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	4.0	A
Airport Road / US-40	Signal	-	-	-	15.9	B
2400 South / US-40	WB Stop	WB	7.4	A	-	-
1200 East / US-40	NB/SB Stop	SB	45.6	E	-	-
500 East / 1200 South	NB/SB Stop	SB	12.1	B	-	-
1200 South / 900 East	NB Stop	NB	12.1	B	-	-
US-40 / 900 East	SB Stop	SB	6.0	A	-	-

¹ This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop ungratified intersections.
² This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for all-way stop and signal controlled intersections.
³ SB = Southbound approach, etc.

Source: Hales Engineering, March 2017

VIII. FUTURE (2040) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2040) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Trips were assigned to the study intersections based on the trip distribution percentages discussed in Chapter III and permitted intersection turning movements. Future (2040) plus project evening peak hour turning movement volumes are shown in Figure 10.

C. Level of Service Analysis

Using Synchro/SimTraffic, which follow the Highway Capacity Manual (HCM) 2010 methodology introduced in Chapter I, the evening peak hour LOS was computed for each study intersection. The results of this analysis are reported in Table 9 (see Appendix B for the detailed LOS reports). Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. As shown in Table 9, all study intersections are anticipated to operate at acceptable LOS during the evening peak hour except 1200 East / US-40.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. The queue reports can be found in Appendix D. Some queuing is anticipated at the Airport Road / US-40 intersection in the southbound direction along us-40 of approximately 530 feet. Some queuing is also anticipated at the 1200 East / US-40 intersection in the southbound direction of approximately 320 feet. Queuing is present at the 500 East / 1200 South intersection in the southbound direction of approximately 310 feet. No other queuing of significance is anticipated during the evening peak hour.

E. Mitigation Measures

The intersection of 1200 East / US-40 is anticipated to perform at a poor LOS. It is recommended that a signal be built at this location when signal warrants are met. This location has been identified as a future signalized intersection according to the Cooperative Agreement for US-40.



Heber - Sawmill Area, TRS Future 2040 Peak Hour Project
Evening Peak Hour Figure 9
Hales Engineering
1220 North 900 West, Ste. 202 Layn, Utah 84043
601.796.4343
03/28/2017

HALES ENGINEERING
Innovative transportation solutions

Table 9 Future (2040) Plus Project Evening Peak Hour Level of Service

Intersection Description	Control	Approach ³	Worst Approach		Overall Intersection	
			Aver. Delay (Sec/Veh) ¹	LOS ¹	Aver. Delay (Sec/Veh) ²	LOS ²
1200 East / 1200 South	All-way Stop	-	-	-	14.6	B
1500 South / 1200 East	EB Stop	EB	3.9	A	-	-
Hidden Creek / 1200 East	WB Stop	WB	5.3	A	-	-
Saw Mill Access / 1200 East	EB Stop	EB	3.9	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	4.5	A
Airport Road / US-40	Signal	-	-	-	19.5	B
2400 South / US-40	WB Stop	WB	7.6	A	-	-
1200 East / US-40	NB/SB Stop	SB	> 50	F	-	-
500 East / 1200 South	NB/SB Stop	NB	24.8	C	-	-
1200 South / 900 East	NB Stop	NB	16.2	C	-	-
1500 South / 900 East	EB/WB Stop	EB	2.3	A	-	-
Hidden Creek / 900 East	EB/WB Stop	NB	1.1	A	-	-
US-40 / 900 East	SB Stop	SB	11.6	B	-	-
1500 South / 500 East	WB Stop	WB	4.4	A	-	-
Hidden Creek / Airport Road	WB Stop	WB	3.9	A	-	-

1. This represents the worst approach LOS and delay (seconds / vehicle) and is only reported for non-all-way stop unsignalized intersections.
 2. This represents the overall intersection LOS and delay (seconds / vehicle) and is reported for all-way stop and signal controlled intersections.
 3. SB = Southbound approach, etc.

Source: Hales Engineering, March 2017



APPENDIX C

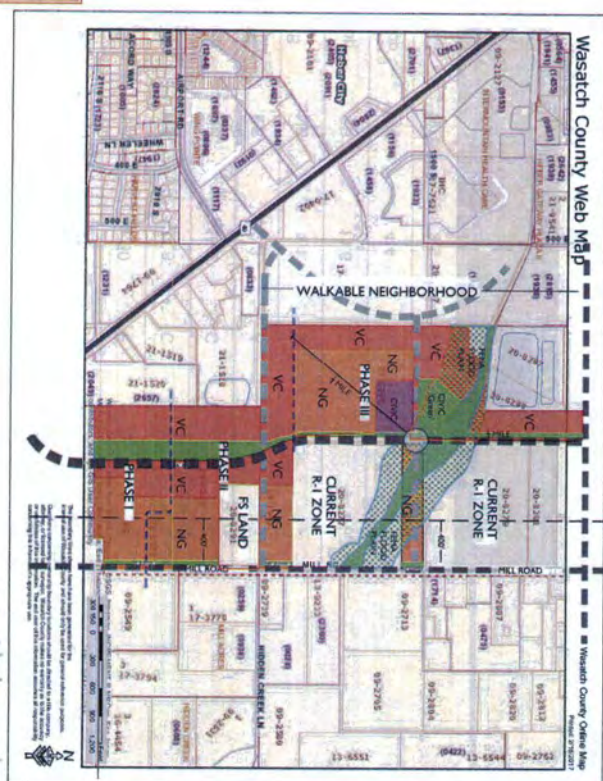
Site Plan

SAWMILL PCMU MASTER PLAN Map 8.2017

Total Est. Gross Acres 87.5+/-

DISTRICTS	ACRES
VC (60%)	52.5 Acres +/-
NG (40%)	35 Acres +/-
CVIC	(3.2 Acres) +/-
OPEN SPACE	
SENSITIVE LANDS	(11.3 ACRES) +/-
OPEN SPACE FLOOD PLAIN	2.3 ACRES
CVIC 'Green'	
30' BUFFER ALONG HILL RD.	(9 ACRES) +/-
SAWMILL OPEN SPACE	(4.9 ACRES) +/-
ADDITIONAL OPEN SPACE INDICATED	(4.1 ACRES) +/-
ESTIMATED ADDITIONAL OPEN SPACE FOR NG AND VC	(4 ACRES) +/-
TOTAL EST. OPEN SPACE	25.2 ACRES +/- (28%)

TRAFFIC STUDY INFORMATION
 87.5 PCMU MASTER PLAN
 57.12 CURRENT R-1 ZONE/FOREST
 144.62 TOTAL EST. ACRES +/-
 25.2 OPEN SPACE
 119.5 NET ACRES
 95.5 ACRES (20% ROADS)
 @ 63 DUA = 6204+/- POTENTIAL UNITS



HALES ENGINEERING
Innovative transportation solutions

Sawmill Area

Traffic Impact Study



Heber, Utah

March 2017

UT16-997

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

HALES ENGINEERING
Innovative transportation solutions

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Saw Mill development located in Heber, Utah. The project site is located on the west side of 1200 East, between 1200 South and 2400 South and east of the existing IHC Hospital in Heber, Utah. The proposed development will consist largely residential units generating approximately 5,470 daily trips and 542 evening peak hour trips.

As shown in Table ES-1, all intersections are anticipated to perform at acceptable LOS for the existing and future condition with and without project traffic added except Airport Road / US-40 and 1200 East / US-40.

EXHIBIT D

(CERTIFICATE OF ENGINEER)



CERTIFICATE OF ENGINEER

The undersigned project engineer for the proposed Sawmill Infrastructure Financing District (the "District") hereby certifies as follows:

1. I am a professional engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, engaged to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the District.

2. The estimated costs of the public infrastructure and improvements to be acquired, constructed and/or installed benefitting property within the District exceeds \$1,000,000. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof.

By: Brian M. Balls

Brian M. Balls, PE, PLS

Date: September 20, 2024



EXHIBIT E

(NOTICE OF IMPENDING BOUNDARY ACTION)

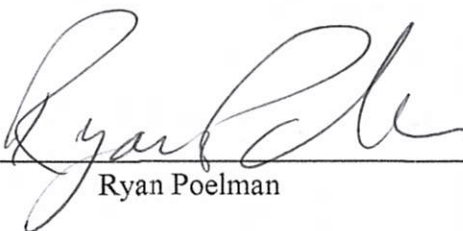
(Sawmill Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a Petition proposing the creation of the Sawmill Infrastructure Financing District has been certified by the County Clerk of Wasatch County, Utah. A copy of the Final Local Entity Plat Sawmill Infrastructure Financing District satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioners hereby certify that all requirements applicable to the creation of the District have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Petitioners hereby respectfully request the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 30 day of October, 2024.

By: 
Ryan Poelman

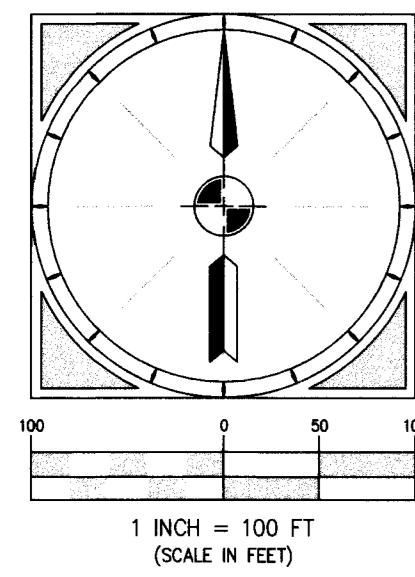
VERIFICATION

STATE OF UTAH)
COUNTY OF Utah) ^{SS:}

SUBSCRIBED AND SWORN to before me this 30 day of October, 2024.




Notary Public



LEGEND

—	PROJECT BOUNDARY
- - -	SECTION LINES
- - -	ADJACENT PROPERTY LINES
•	BOUNDARY ANGLE POINT, SET 5/8" REBAR AND CAP MARKED "SUMMIT ENGINEERING 435-654-9229"

LINE	BEARING	DISTANCE
L1	S00°00'26"W	63.89
L2	WEST	24.69
L3	SOUTH	8.38
L4	N31°57'21"E	4.65

1 INCH = 100 FT
(SCALE IN FEET)

- PLAT NOTES**
- ALL PARCELS IN THE SAWMILL FINANCING DISTRICT AREA ARE OWNED BY THE THREE PROPERTY OWNERS LISTED BELOW:
1. WHALE WHITE LLC
1985 N 1120 W
PROVO, UT 84604
 2. SAWMILL LAND INVESTMENT LLC
770 E MAIN ST STE 242
LEHI, UT 84043
 3. LARSEN REALTY UTAH LLC
12862 S SOMBERLIN DR
DRAPER, UT 84020

PROJECT
C18-030

SHEET
1 OF 1

ISSUE DATE
1/10/2025

866.850.4200 www.atwell-group.com

55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

COPYRIGHT © 2025
ATWELL LLC

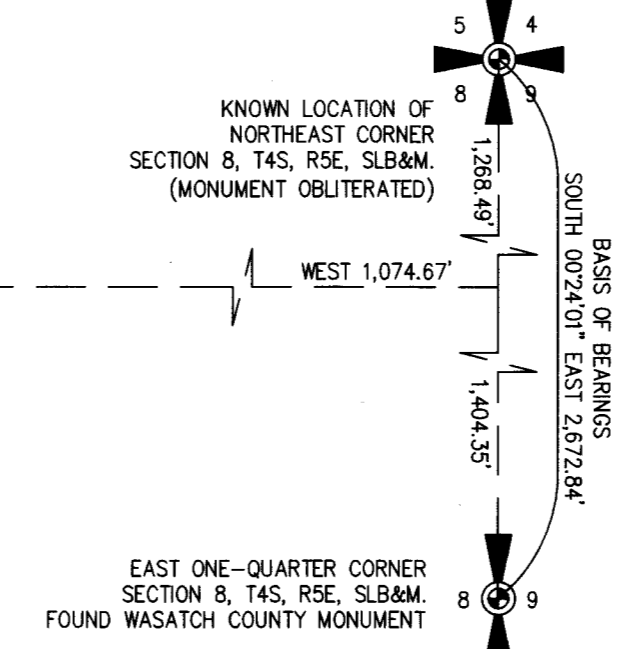
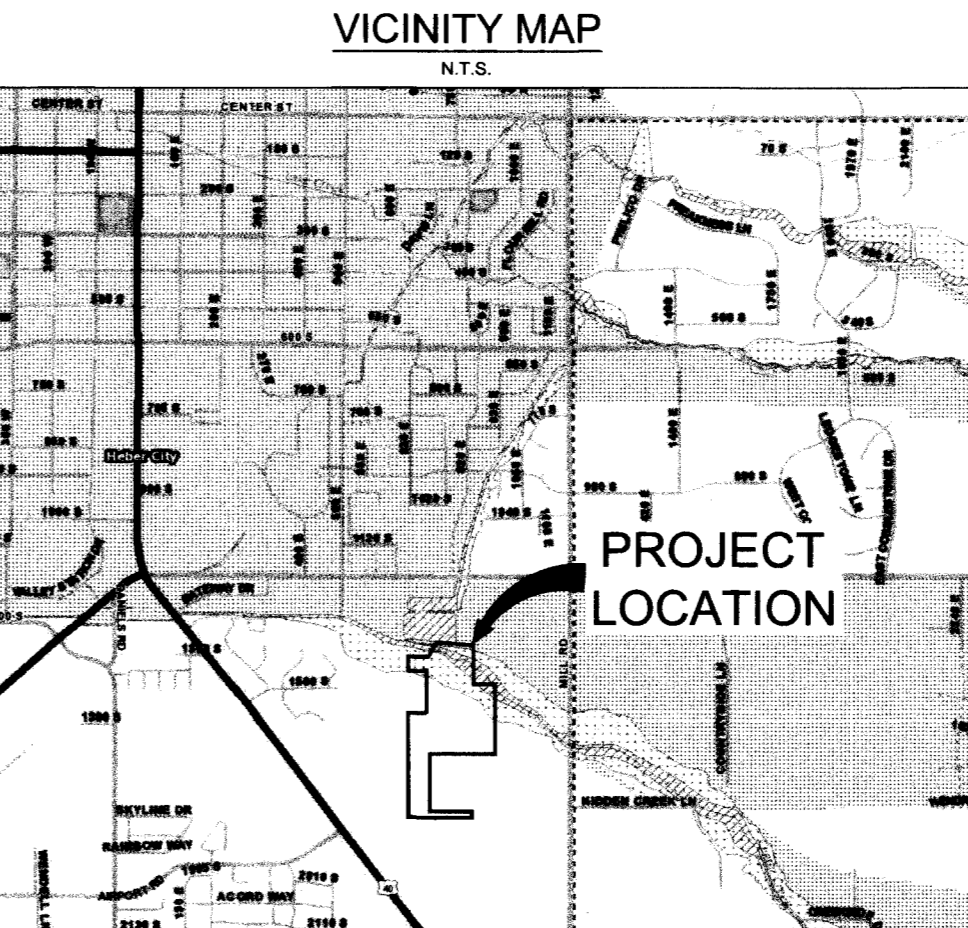
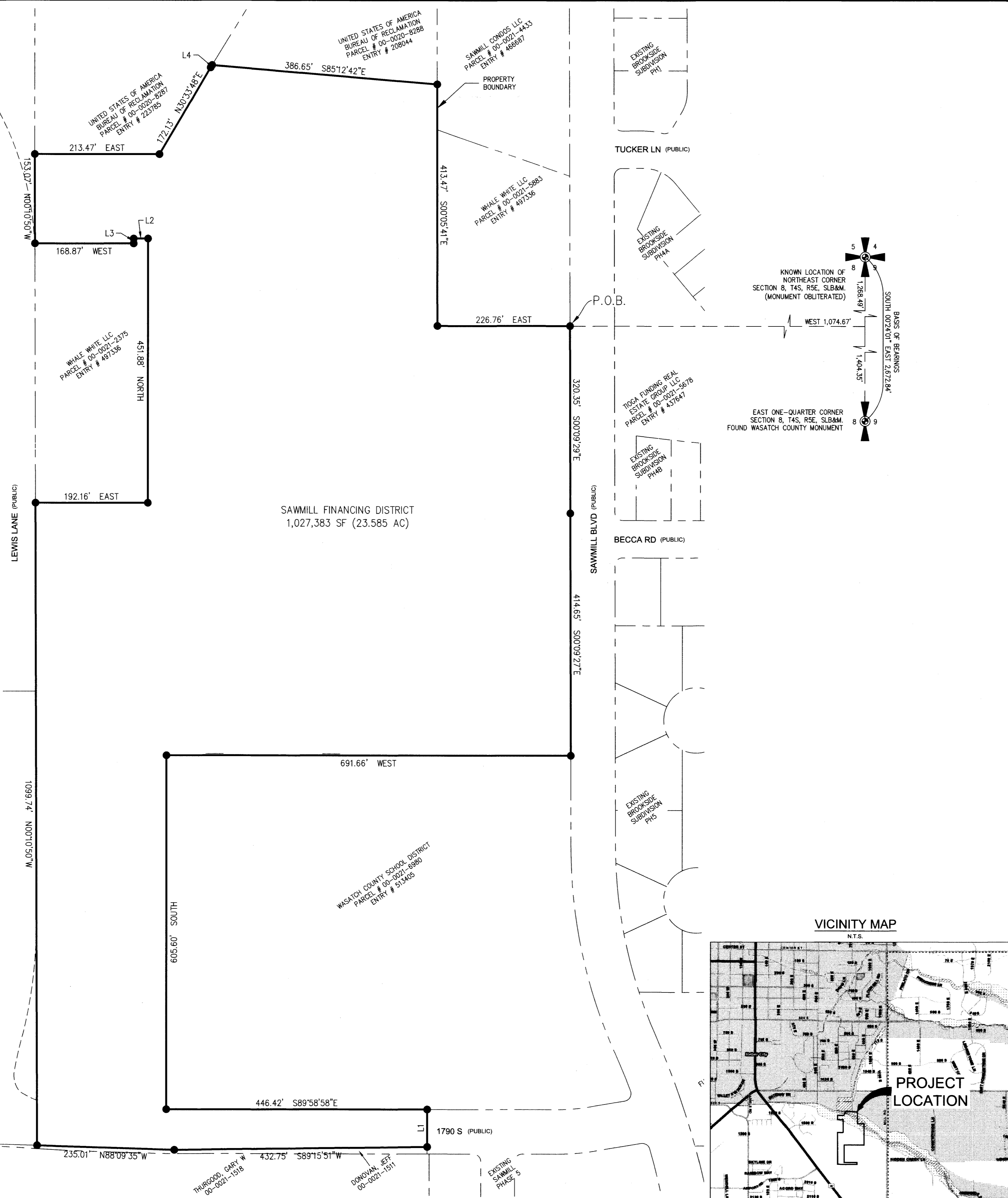
DRAWING ALTERATION

IF IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY MANNER, ANY LOCKED ITEM ALTERED IN THIS DOCUMENT IS REQUIRED BY LAW TO BE ALTERED BY THE SURVEYOR. THIS DOCUMENT IS REQUIRED BY LAW TO BE ALTERED BY THE SURVEYOR. THIS DOCUMENT IS REQUIRED BY LAW TO BE ALTERED BY THE SURVEYOR.

FINAL LOCAL ENTITY PLAT

SAWMILL INFRASTRUCTURE FINANCING DISTRICT

LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M, HEBER CITY, WASATCH COUNTY, UTAH



BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES S00°24'01"E 1,268.49 FEET AND WEST 1,074.67 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN.

THENCE S00°09'29"E 320.35 FEET; THENCE S00°09'27"E 414.65 FEET; THENCE WEST 691.66 FEET; THENCE SOUTH 605.60 FEET; THENCE S89°58'58"E 446.42 FEET; THENCE S00°00'26"W 63.89 FEET; THENCE S89°15'51"W 432.75 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°01'50"W 1,099.74 FEET; THENCE N90°00'00"E 192.16 FEET; THENCE NORTH 451.88 FEET; THENCE WEST 24.69 FEET; THENCE SOUTH 8.38 FEET; THENCE WEST 168.87 FEET; THENCE N00°01'50"W 153.07 FEET; THENCE EAST 213.47 FEET; THENCE N30°33'48"E 172.13 FEET; THENCE N31°57'21"E 4.65 FEET; THENCE S85°12'42"E 386.65 FEET; THENCE S00°05'41"E 413.47 FEET; THENCE EAST 226.76 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 23.585 ACRES, OR 1,027,383 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 00°24'01" EAST BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE NORTHEAST CORNER AND EAST QUARTER-CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

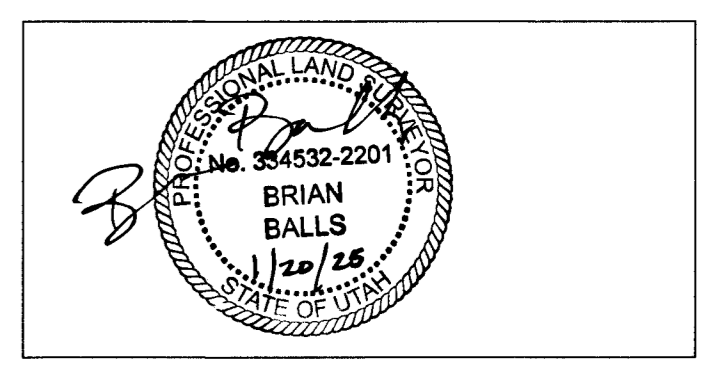
SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-99-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

Brian Balls
SIGNATURE

1/20/25
DATE



INFRASTRUCTURE FINANCING DISTRICT BOARD MEMBER

DATE 1-20-2025

IFD BOARD MEMBER SIGNATURE *Ryan Poelman*

PRINTED NAME Ryan Poelman

WASATCH COUNTY CLERK

DATE 1/31/2025

COUNTY CLERK SIGNATURE *Jay D. Granger*

COUNTY HEBER

PRINTED NAME Jay D. Granger

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS 21ST DAY OF January, 2025

ROS # 29721A

Jean E. Keenan
COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY # _____ BOOK _____ PAGE _____

DATE _____ TIME _____ FEE _____

FOR _____

BY _____ WASATCH COUNTY RECORDER MARCY M MURRAY



January 31st, 2025

Deidre Henderson

Utah Lieutenant Governor

350 North State Street, Suite 220

Salt Lake City, Utah 84114-2325

annexations@utah.gov


RE: Certification of the Petition for the Sawmill Infrastructure Financing District

Dear Lt. Governor,

On October 28th, 2024 a petition was filed with the Wasatch County Clerk for the creation of the Sawmill Infrastructure Financing District. We have reviewed the petition and its accompanying documents, and we have concluded that it complies with Utah Code Sections 17B-1-203(1), 17B-1-205(1) and 17B-1-208. This letter will serve as the certification of the petition pursuant to UCA 17B-1-209.

Upon receipt of the certificate of incorporation from your office, original copies of the foregoing documents and the certificate will be recorded with the Wasatch County Recorder.

Sincerely,


Joey Granger
Wasatch County Clerk/Auditor




EXHIBIT D
NOTICE OF IMPENDING BOUNDARY ACTION

(Sawmill Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN THAT a petition proposing the creation of the Sawmill Infrastructure Financing District has been certified by the County Clerk of Wasatch County, Utah. A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioner hereby certifies that all requirements applicable to the creation of the District, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Petitioner hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 31st day of January, 2025.

By: James D. Granger



Utah Retirement Systems

Retirement Office

560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

PEHP Health & Benefits

560 East 200 South | Salt Lake City, UT 84102-2004
801-366-7500 | 800-365-8772 | Fax: 801-366-7596
www.pehp.org

R. Chet Loftis
Managing Director

January 8, 2025

Sent Via Email to: rp@awrpea.com

Sawmill Infrastructure Financing District
Ryan Poelman
260 South 1200 West
Orem, UT 84058

RE: Eligibility for Participation of a Newly Created Entity in the Utah State Retirement Systems

Dear Mr. Poelman:

When a governmental entity is being incorporated or created, Utah law requires the Utah State Retirement Office ("Office") to provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act ("Retirement Act"), with which it shall comply. See Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as the official notice for Sawmill Infrastructure Financing District, a newly created infrastructure financing district.

Based upon the information provided, the Office has determined that Sawmill Infrastructure Financing District is an "employer" under the Retirement Act as a political subdivision of the state by virtue of its status as an infrastructure financing district. Accordingly, Sawmill Infrastructure Financing District must comply with the participation requirements of the Retirement Act.

This does not mean that Sawmill Infrastructure Financing District must provide retirement benefits to its employees. However, at the present time and throughout the future, Sawmill Infrastructure Financing District is required by law to participate with URS if and when it offers any type of retirement benefit to its employees.

Sawmill Infrastructure Financing District may not currently have employees or may have not yet elected to provide a retirement benefit to its employees. Please be aware, it is not the obligation of the Office to monitor the activities of Sawmill Infrastructure Financing District. By law, it is Sawmill Infrastructure Financing District's obligation to apply for membership with URS if and when it chooses to provide a retirement benefit to its employees.

Once Sawmill Infrastructure Financing District begins participation with URS, its public employees will be covered under either the Tier 1 or Tier 2 public employee retirement systems, as described in the Retirement Act. If Sawmill Infrastructure Financing District employs public safety or firefighter service employees, those employees will be covered under the separate Tier

1 or Tier 2 systems for public safety and/or firefighter service employees described in the Retirement Act.

In addition, Participating Employers of URS are required by Utah Code Ann. § 49-11-606 to “cover all employees eligible for service credit under this title.” As such, once admitted as a participating employer, Sawmill Infrastructure Financing District will be required to cover all eligible employees, pursuant to the eligibility rules found in the Retirement Act.

Please note that the above-referenced laws are those used to determine eligibility for participation and are not the only laws with which a participating employer must comply. Participating employers are required to “inform themselves of their rights and obligations” under Title 49 and should become familiar with all provisions of the Retirement Act. Once Sawmill Infrastructure Financing District is admitted into the system, URS provides education about the requirements with which Sawmill Infrastructure Financing District must comply as a participating employer.

Additionally, please be aware that should Sawmill Infrastructure Financing District fail to participate with URS while offering another retirement benefit to its employees, Sawmill Infrastructure Financing District’s employees may have a claim against it for service credit under the Retirement Act, which the Office is required to enforce. Under the Retirement Act, such a claim would include all past employer contributions, interest, and in some cases, penalties. See Utah Code Ann. § 49-11-601(3).

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Daniel D. Andersen

Daniel D. Andersen
Executive Director
Utah State Retirement Office

cc: Dee Larsen, URS General Counsel
James D. Hammer, URS Employer Services Director