Ent 449000 Bk 1216 Pg 1644-1723
Date: 06-MAR-2018 10:52:02AM
Fee: $168.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: RIDGEPOINT MANAGEMENT GROUP LLC

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 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 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. Potter
, Mayor

ATTEST:

Heber City Recorder

HEBER CITY CORPORATE Seal WASATCH COUNTY UTAH

RIDGEPOINT MANAGEMENT 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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

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

By: Earl C. Tingey
Owner/Manager

STATE OF UTAH)
: ss.
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. Clausing
NOTARY PUBLIC

NOTARY PUBLIC
MONICA S. CLAUSING
Commission No. 686189
Commission Expires
NOVEMBER 07, 2019
STATE OF UTAH

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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

JAY K ROBINSON

By: _____
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.

_____
NOTARY PUBLIC

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

SAWMILL PLANNED COMMUNITY, 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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689478
COMM. EXP. 06-06-2020

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 SOURH 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

Property Owner	Parcel ID
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
2230 N. University Parkway, Suite 9C
Provo, Utah 84604
801.763.0179
www.northland-design.com

SAWMILL DEVELOPMENT GROUP

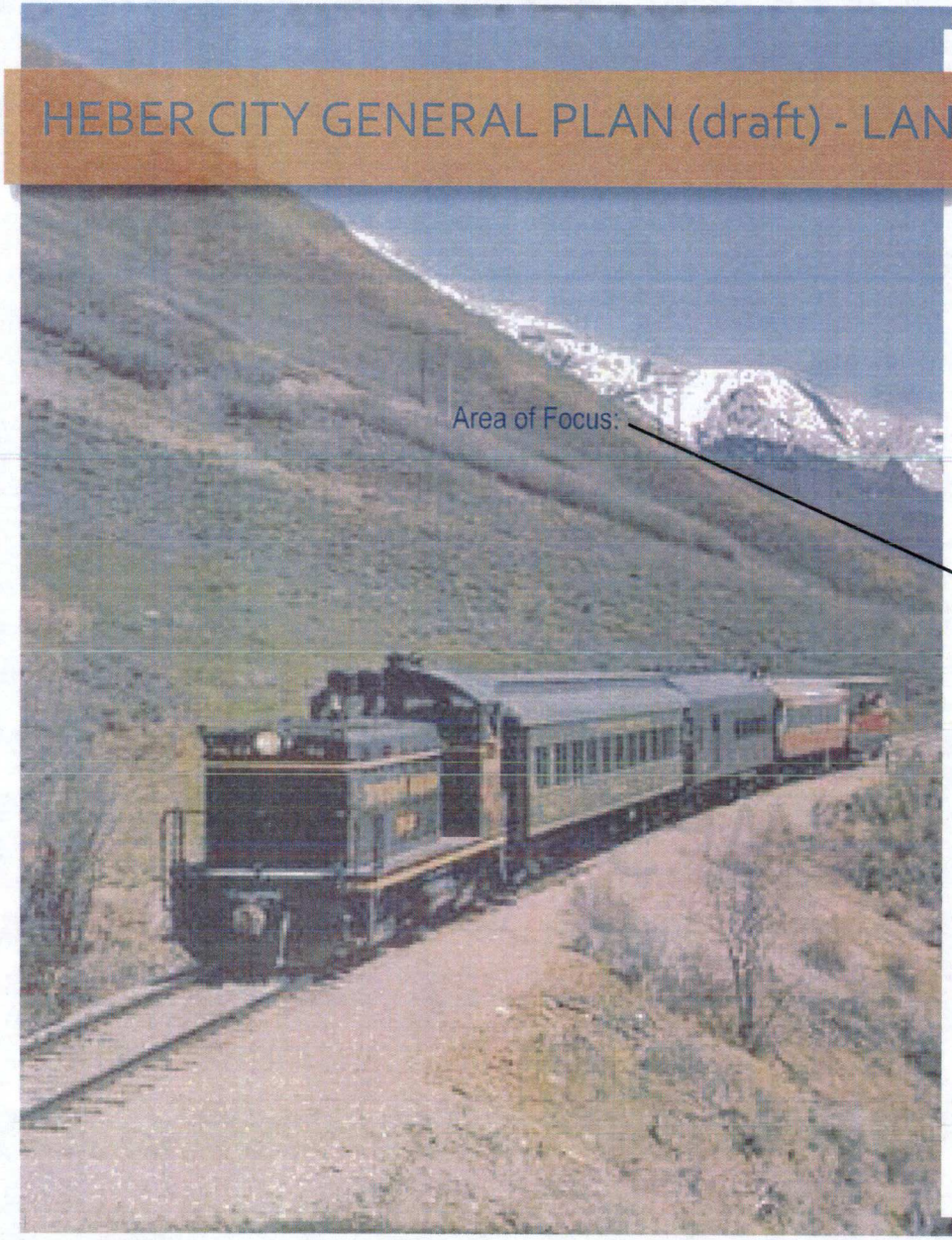
Jan 5, 2018

Sawmill Planned Community

Heber, Utah

northland
2230 N. University Parkway, Suite 9C
Provo, Utah 84604
801.763.0179
Jeremy Fillmore, President

HEBER CITY GENERAL PLAN (draft) - LAND USE ANALYSIS



Area of Focus:

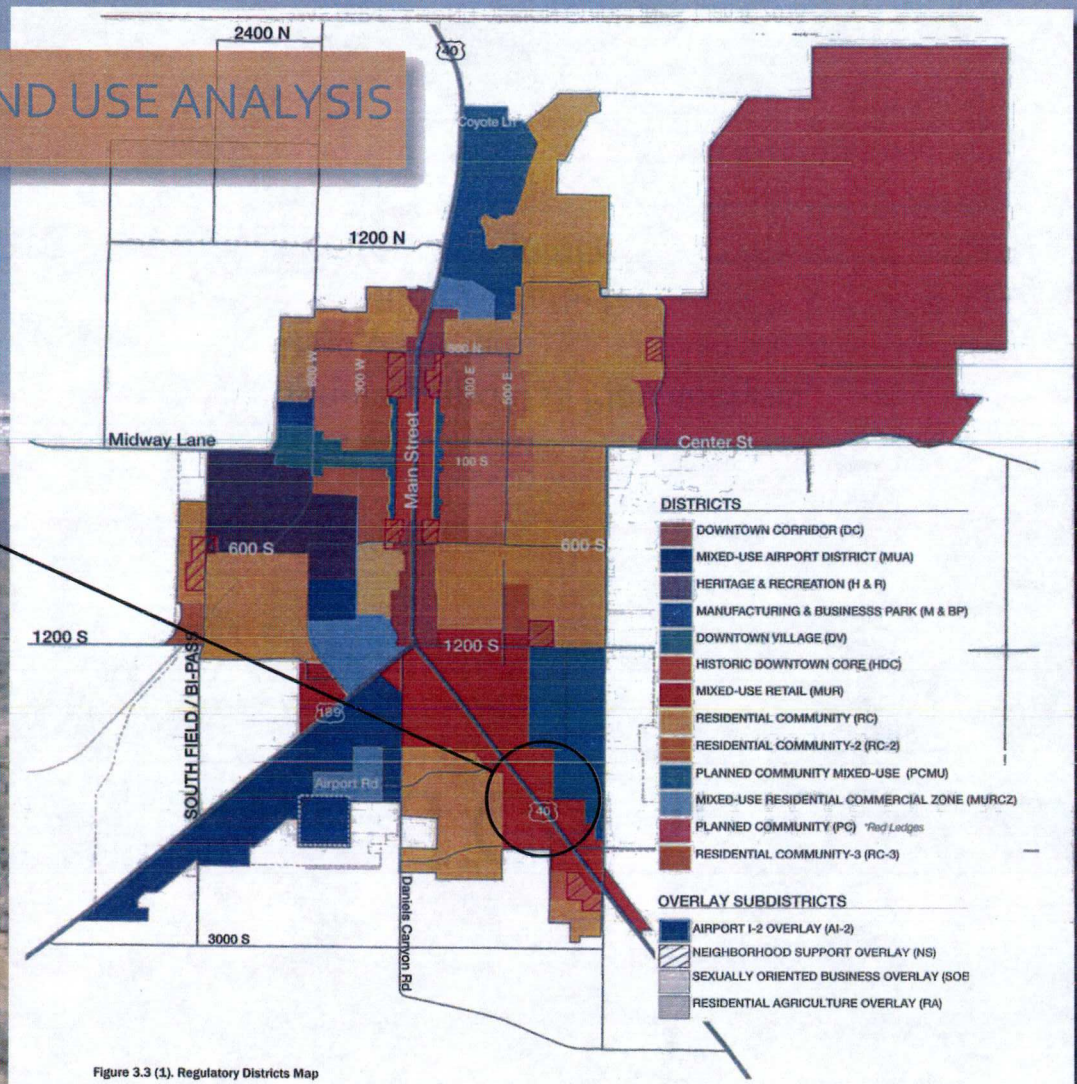


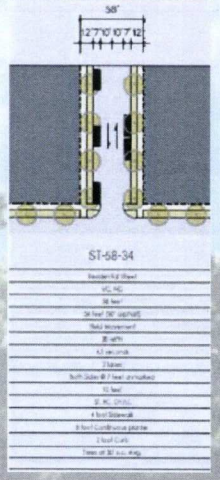
Figure 3.3 (1). Regulatory Districts Map

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

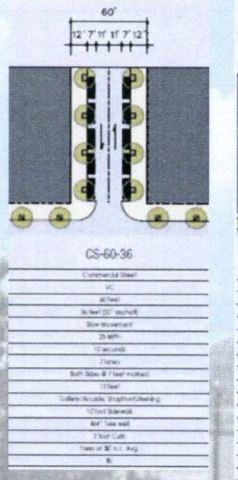
DRAFT

SAWMILL CONTEXT - STREET MASTER PLAN

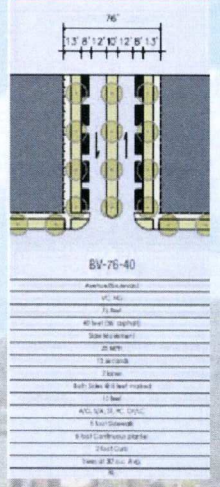
Residential street



Commercial street

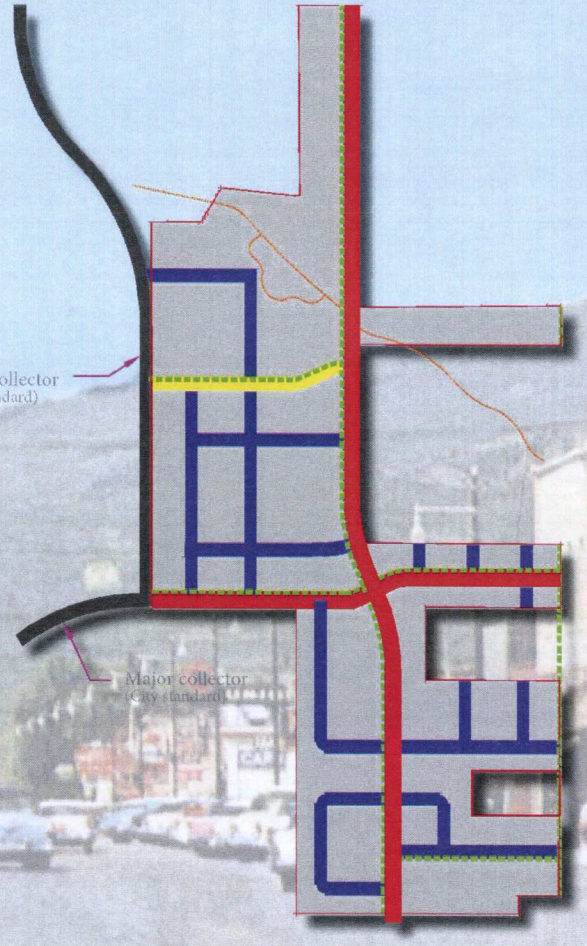


Collector street

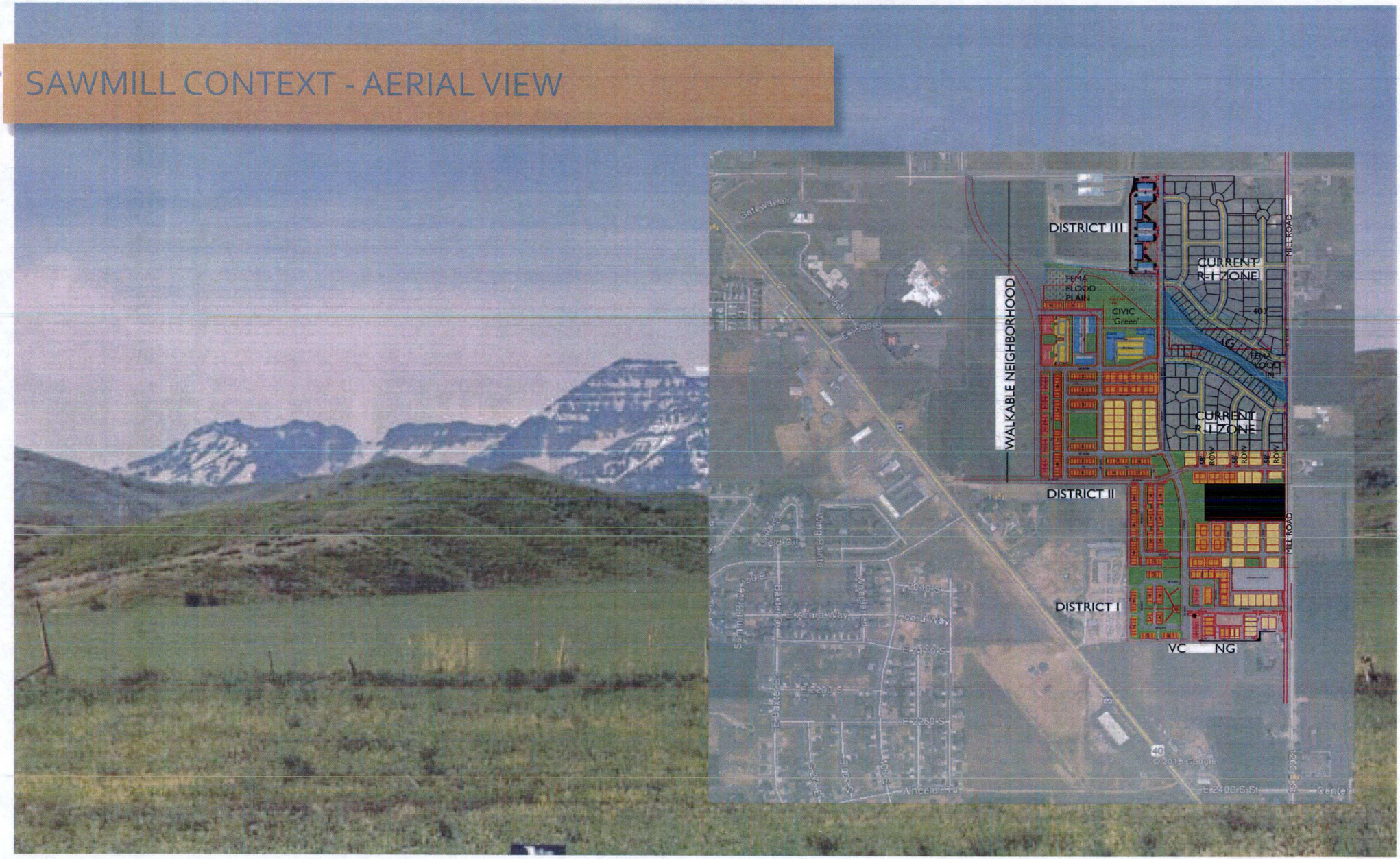


Bike Network

Multi-use Path



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	
Office space	53,500 sq ft
Retail space	19,500 sq ft
Total	**73,000 sq ft**

NG 34.97 ACRES (41%)

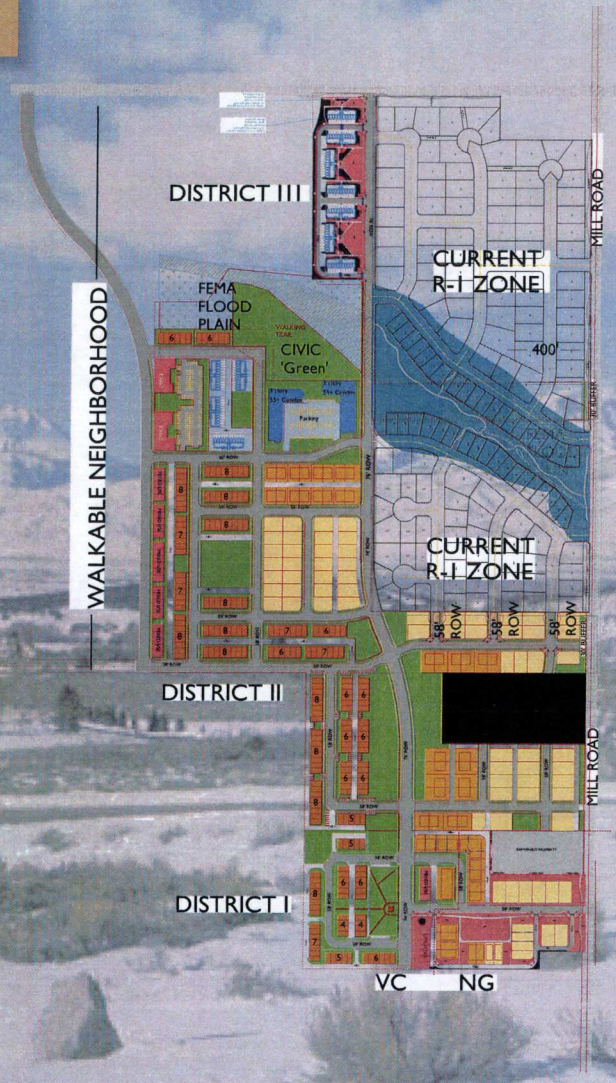
Duplex/triplex	54 Units (42.5%)
Single Family	73 Units (57.5%)
Total Units	**127 Units**

CIVIC SPACE (OPEN SPACE) ALL NUMBERS ARE APPROXIMATE

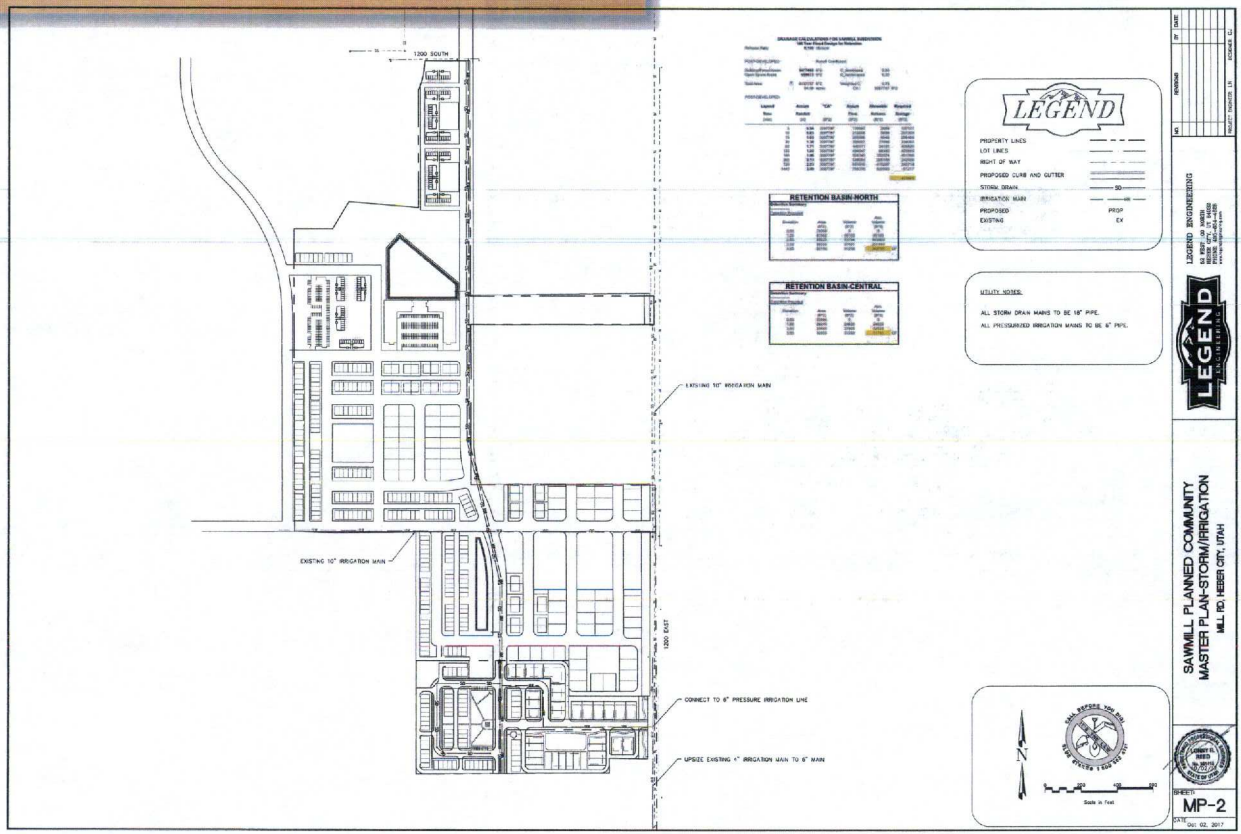
	VC	NG	TOTAL
SENSITIVE LANDS OPEN SPACE			
FLOOD PLAIN	3.73 ACRES	4.76 ACRES	
CIVIC 'Green'(within floodplain)	3.27 ACRES	0 ACRES	
TOTAL SENSITIVE LANDS			11.76 ACRES
30' BUFFER ALONG MILL RD.		.47 ACRES +/-	0.47 ACRES
DISTRICT I OPEN SPACE	2.30 ACRES	2.15 ACRES	4.45 ACRES
DISTRICT II OPEN SPACE	3.39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

ALLOWABLE CIVIC SPACE DENSITY INCENTIVE:

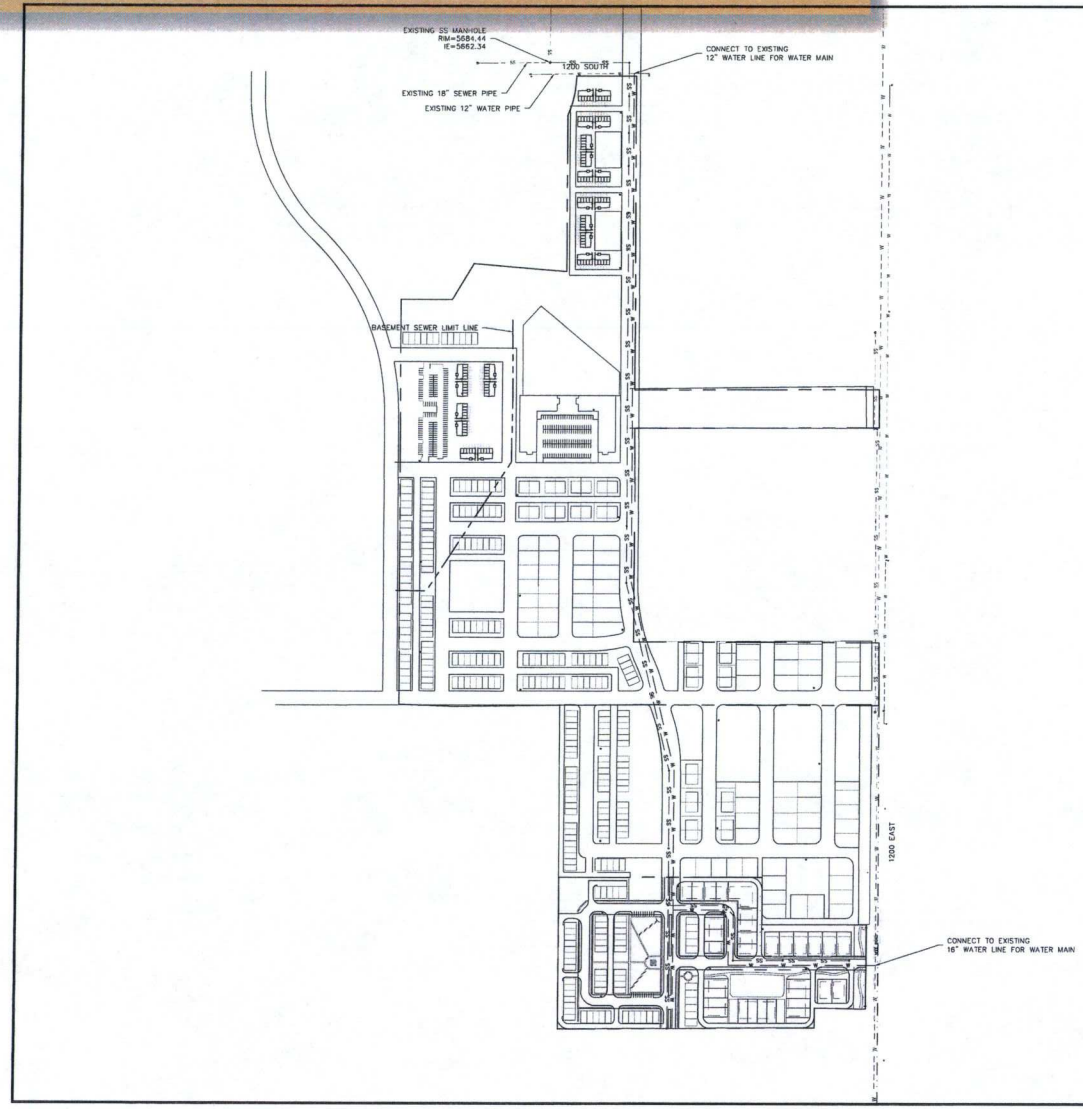
CODE: MIN 15% W/ BONUS STARTING AT *16%
PROVIDED (23.1) = 29%+/- CIVIC SPACE
29% - 15% = 14% ADDITIONAL CIVIC SPACE
CODE: +1 UNIT PER GROSS ACRE FOR EVERY 4%
= +3 UNITS PER GROSS ACRE DENSITY INCREASE ALLOWED



SAWMILL OVERALL UTILITY PLAN



SAWMILL OVERALL UTILITY PLAN



LEGEND

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

UTILITY NOTES:

ALL SEWER MAINS TO BE 10" PIPE.

ALL WATER MAINS TO BE 12" PIPE.

N

CALL BEFORE YOU DIG
BLUE STAKES 1 800 662 4111

0 200 400 800
Scale in Feet

NO.	REVISIONS	BY	DATE
	PROJECT ENGINEER: LR	DESIGN: CJ	

LEGEND ENGINEERING
68 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-0393
www.legendengineering.com

LEGEND ENGINEERING

SAWMILL PLANNED COMMUNITY
MASTER PLAN-SEWER/WATER
MILL RD, HEBER CITY, UTAH

LONNY R. REED
10/03/17
STATE OF UTAH

SHEET:
MP-1

DATE:
Oct 02, 2017

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 (22.1%)	0 units	108 units
10-Plex		0 units	0 units	110 units	110 units (22.6%)	0 units	110 units
Town Homes	25'x50'	51 Units	145 units	36 units	232 Units (47.6%)	0 units	232 units
Mixed Use	30'x50'	11 Units	16 units	10 units	37 Units (7.6%)	0 units	37 units
Office Buildings		0 Units	0 Units	2 Units ($3,500 sq ft)	2 Units ($3,500 sq ft)	0 units	
Twinhomes	50'x80' 40' x 100'	22 Lots	18 Lots	16 Lots	0 Lots	56 units (41.5%)	56 units
Single Family	60'x100'	12 Lots	67 Lots	0 Lots	0 Lots	79 units (58.5%)	79 units
Total Units		**96 Units**	**246 units**	**280 units**	**487 Units**	**135 units**	**622 units**
Asphalt install tentative date:		**Sept. 2017**					

Density:

Gross density	**85.5 acres**
Gross DUA	**7.28 units per acre**

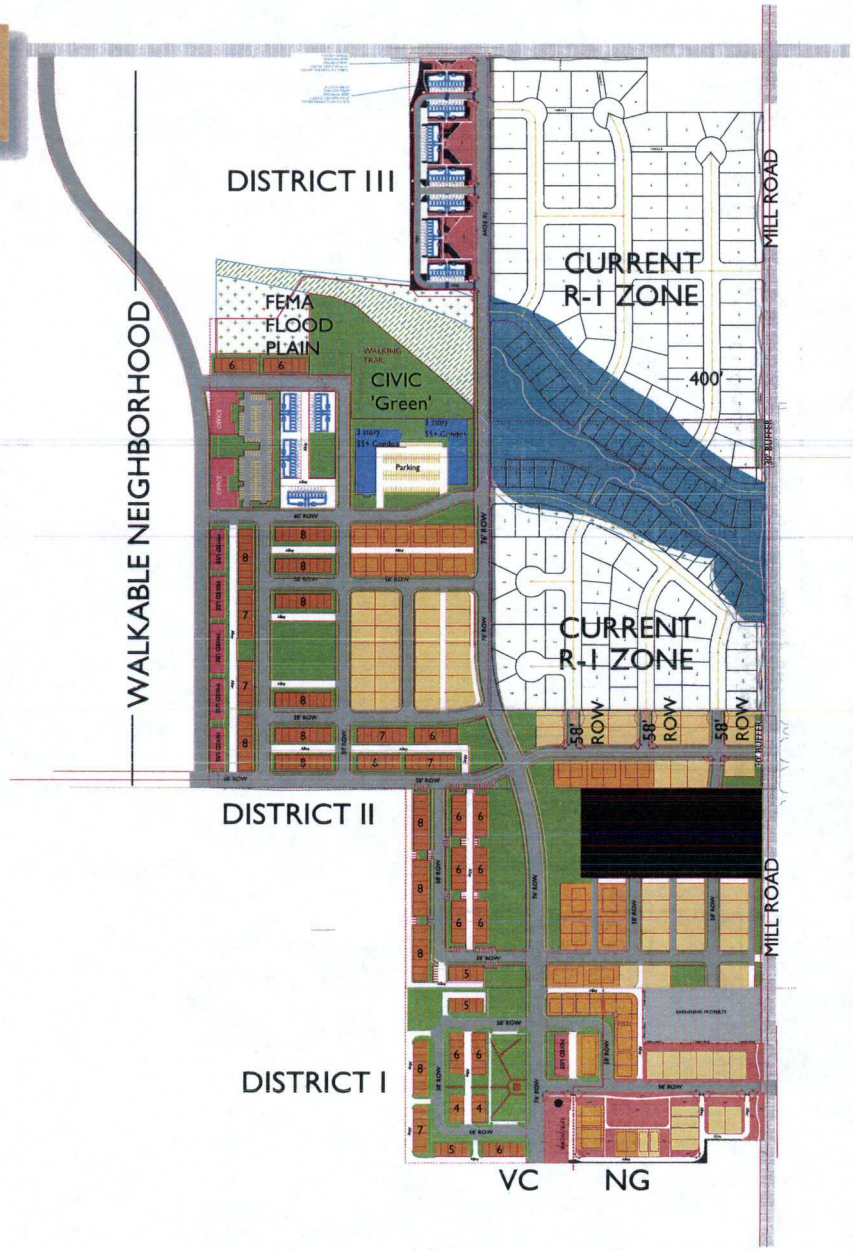
CIVIC BUILDING SITE OPTION (4.0 ACRES)

Sensitive lands

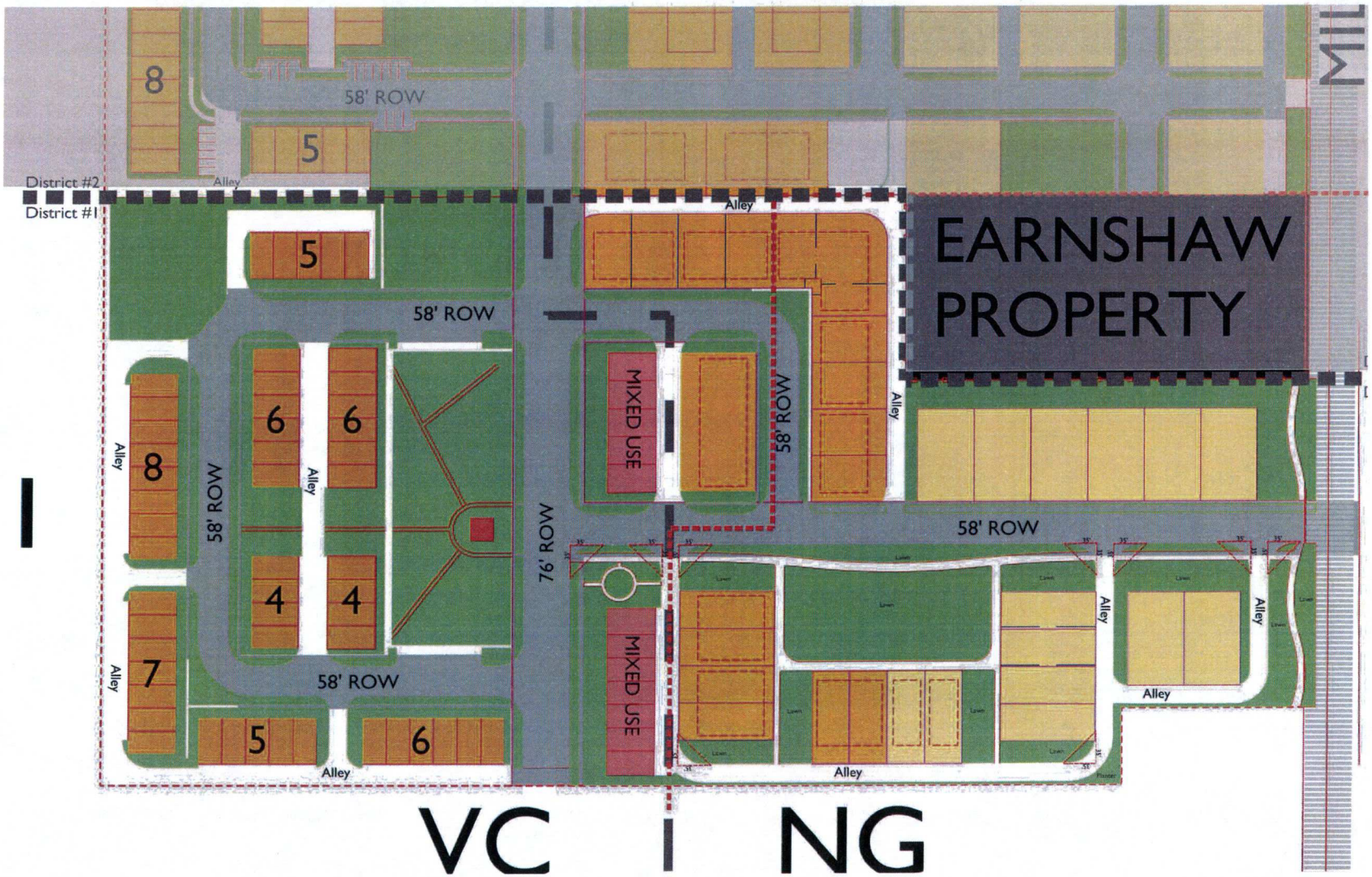
SENSITIVE LANDS OPEN SPACE	VC	NG	TOTAL
FLOOD PLAIN	4.90 ACRES	2.78 ACRES	
CIVIC 'Green'(within floodplain)	2.47 ACRES	0 ACRES	
TOTAL SENSITIVE LANDS			10.15 ACRES
30' BUFFER ALONG MILL RD.		.78 ACRES +/-	0.78 ACRES
DISTRICT I OPEN SPACE	2.62 ACRES	1.68 ACRES	4.3 ACRES
DISTRICT II OPEN SPACE	3.48 ACRES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

ALLOWABLE CIVIC SPACE DENSITY INCENTIVE:

CODE: MIN 15% W/ BONUS STARTING AT *16%
PROVIDED (23.1) = 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
=

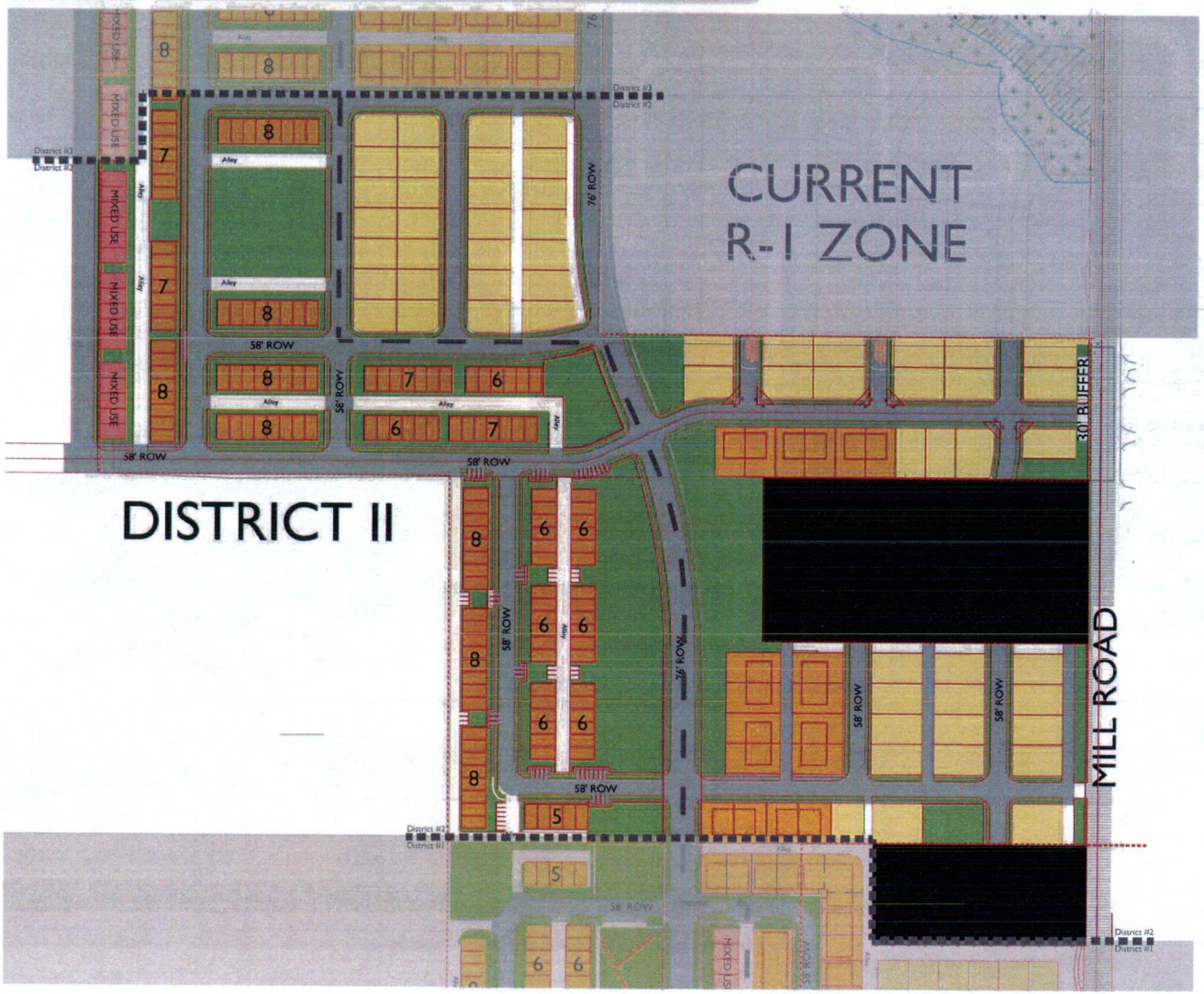


SAWMILL DISTRICT I CONCEPTUAL MASTER PLAN



VC I NG

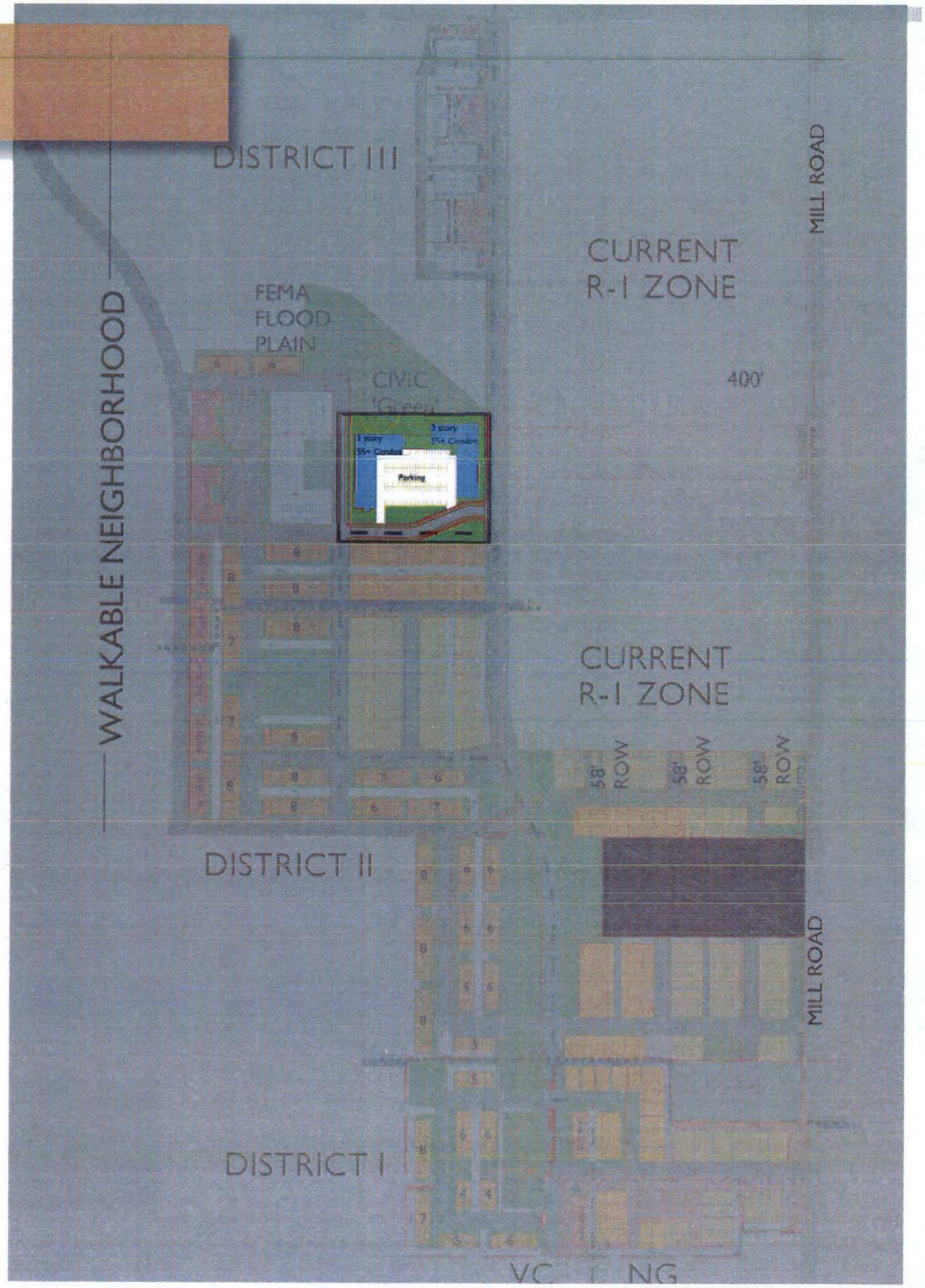
SAWMILL DISTRICT II CONCEPTUAL MASTER PLAN



SAWMILL DISTRICT III CONCEPTUAL MASTER PLAN

45 - PLEX - KEY

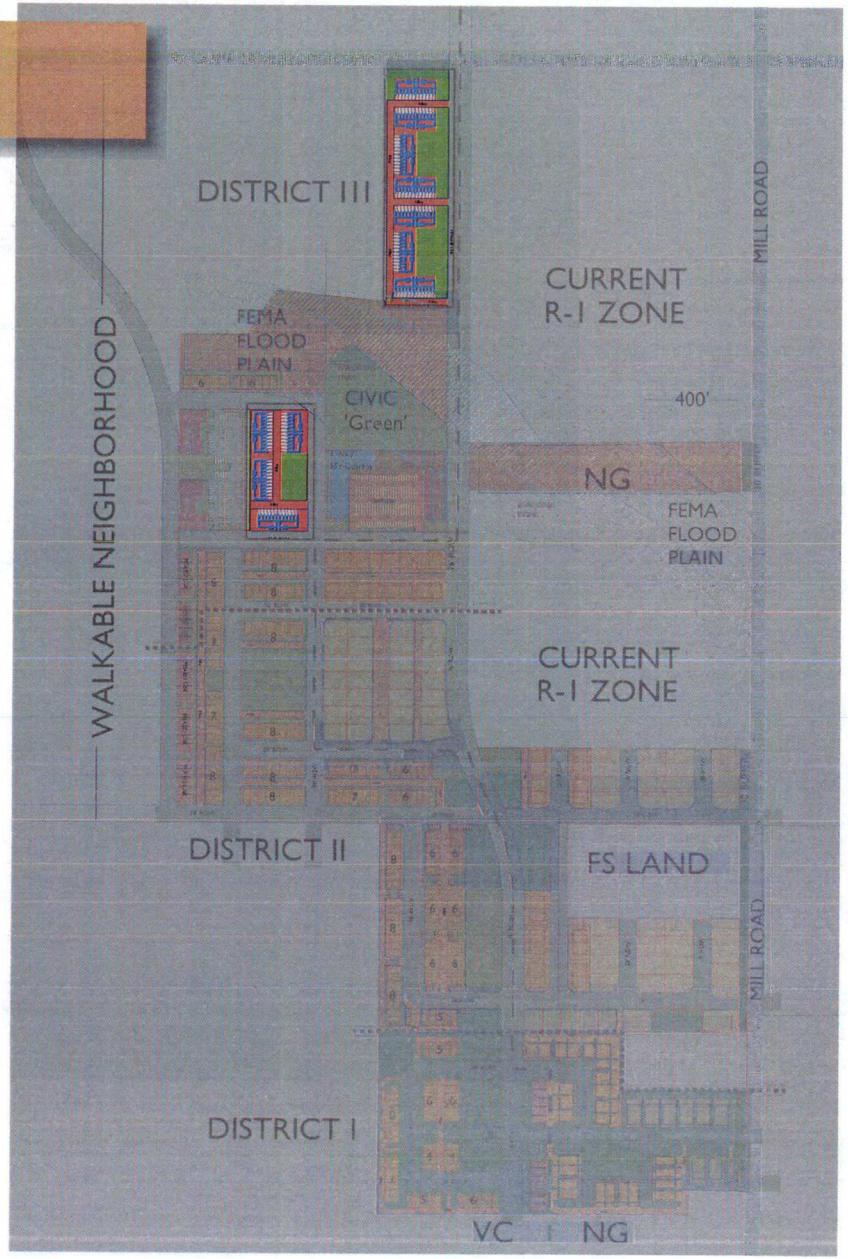
District #1
District #2
District #3 ✓



55+ Condos. (3 Story max)

10 - PLEX - KEY

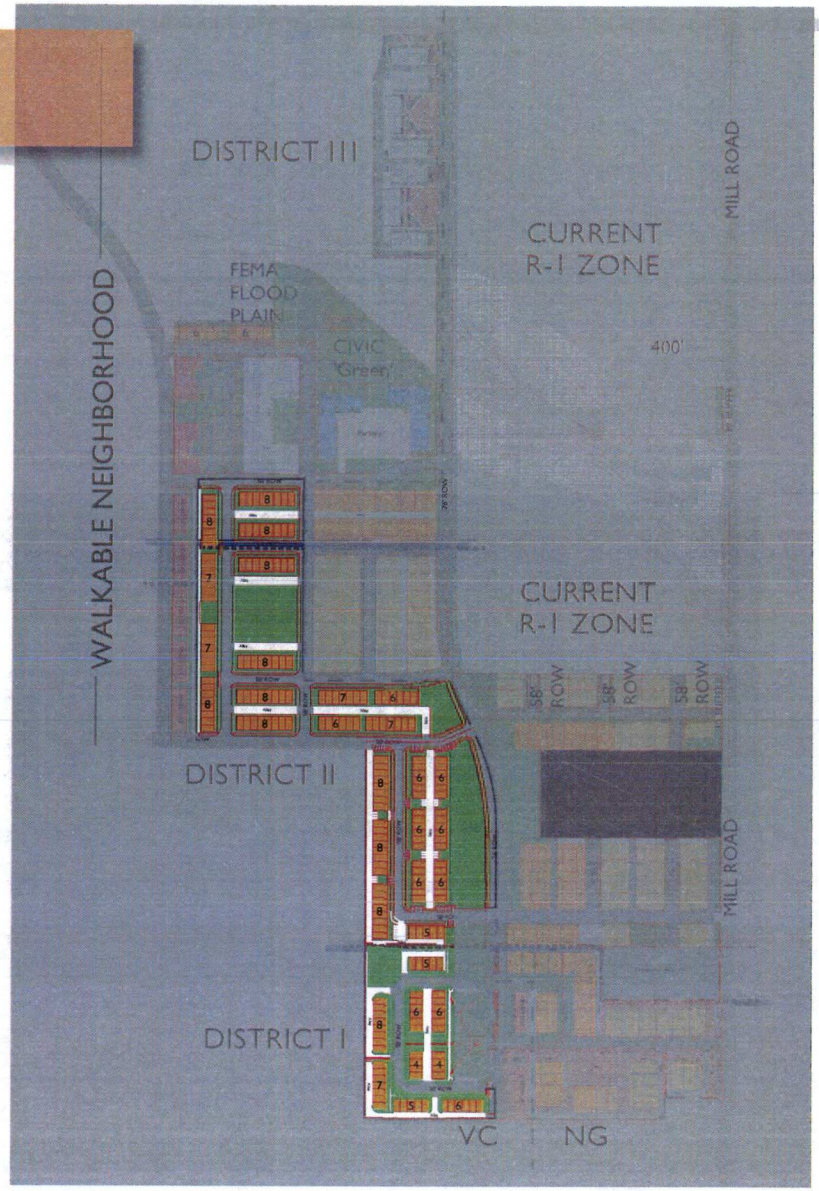
District #1
District #2
District #3 ✓



10 - PLEX ARCHITECTURAL STYLE

TOWNHOME KEY

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



TOWNHOME ARCHITECTURAL STYLE

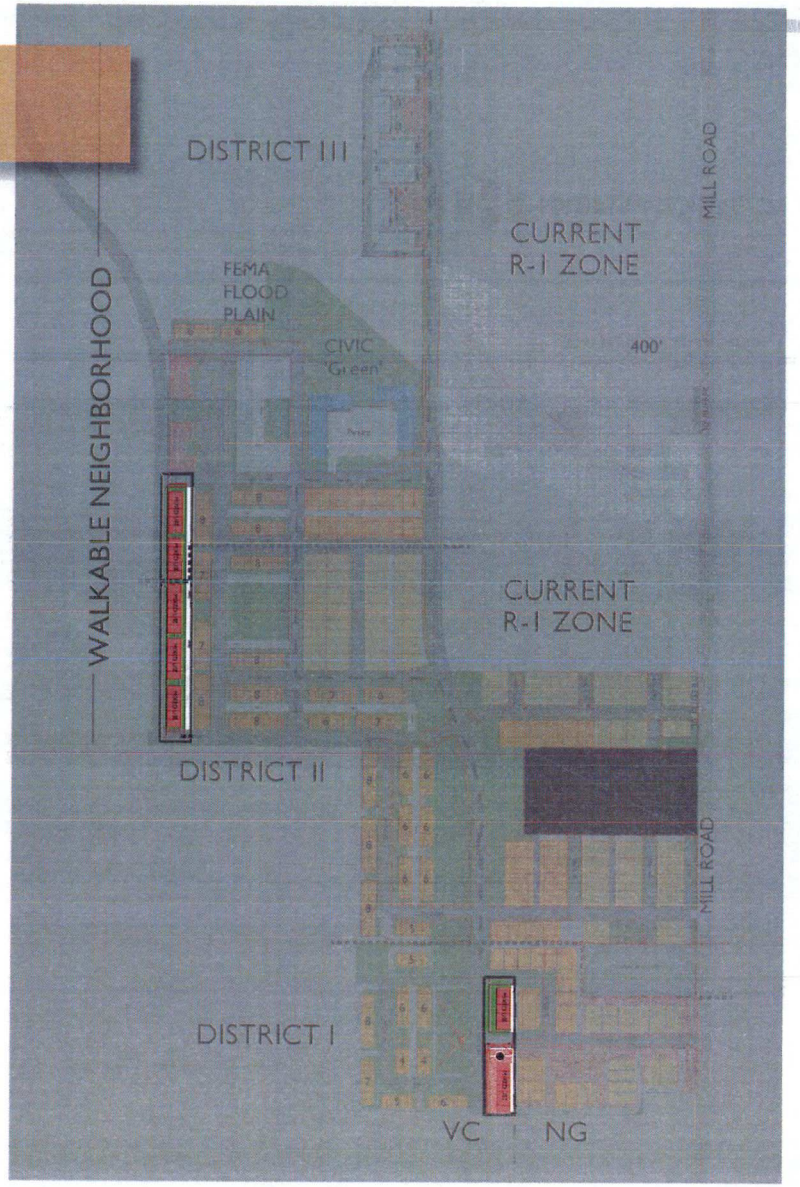
FRONT ELEVATION

SAWMILL
HEBER, UTAH

HARRIS ARCHITECTURE

MIXED USE KEY

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



MIXED USE ARCHITECTURAL STYLE

-3-STORY WOOD FRAMED OFFICE/RETAIL BULDING
-WOOD TRUSS ROOF WITH ARCHITECTURAL GRADE ASPHALT SHINGLES
-STONE AND STUCCO EXTERIOR WALL FINISHES
-TIBER FRAME ENTRY ELEMENTS
-WINDOWS WITH TRANSOMS

HARRIS ARCHITECTURE

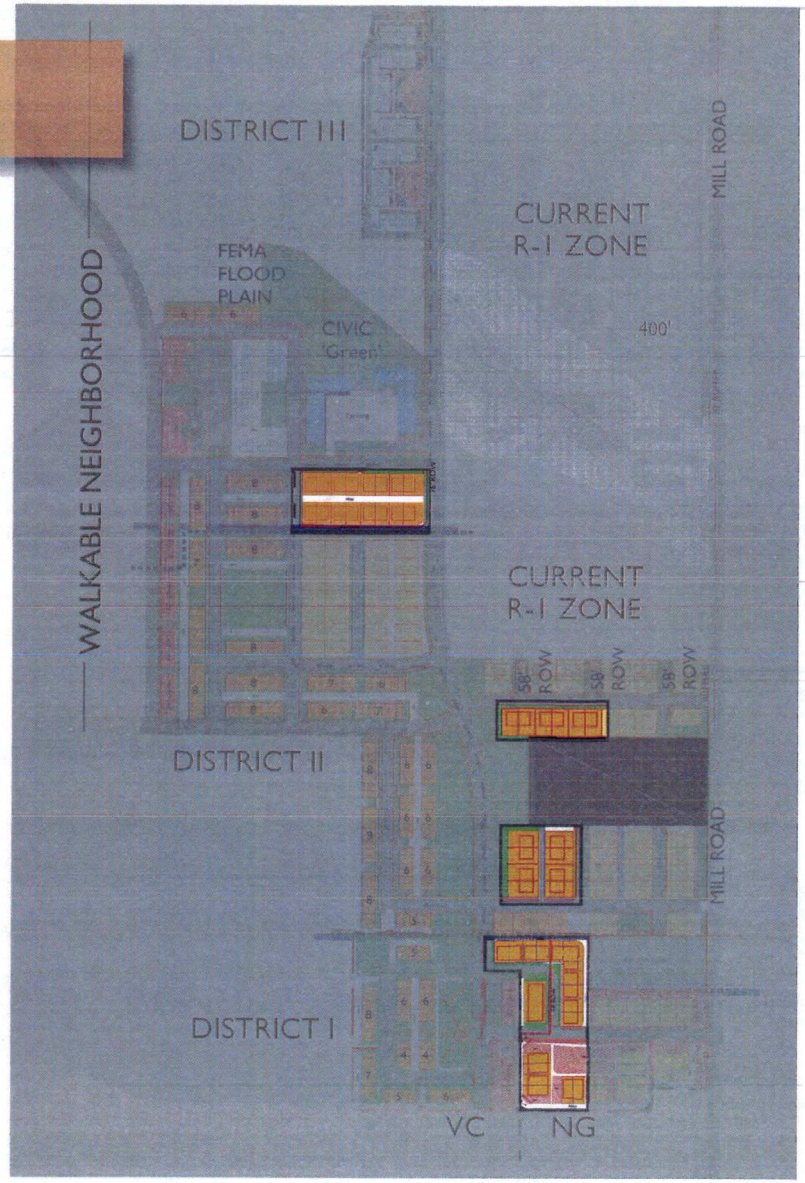
FRONT ELEVATION

SAWMILL
HEBER, UT

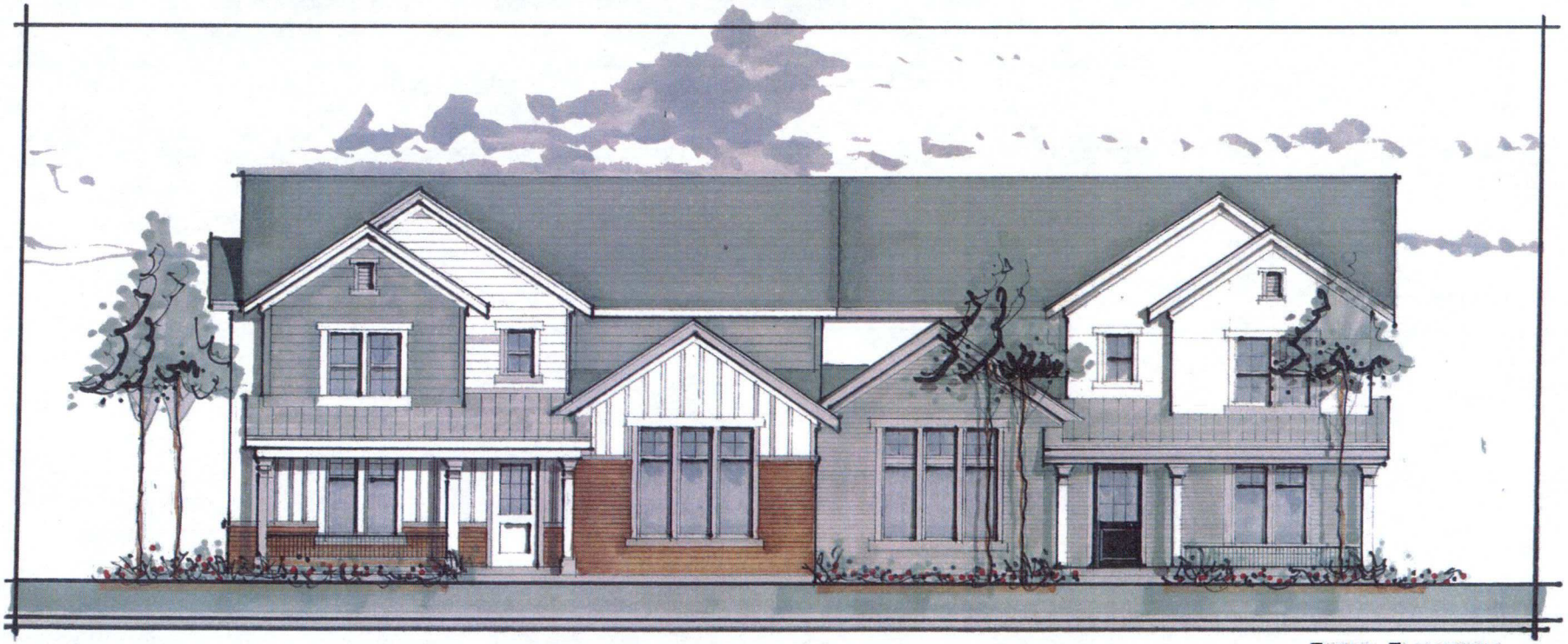
HARRIS ARCHITECTURE

TWINHOME KEY

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



TWINHOME STYLE



FRONT ELEVATION

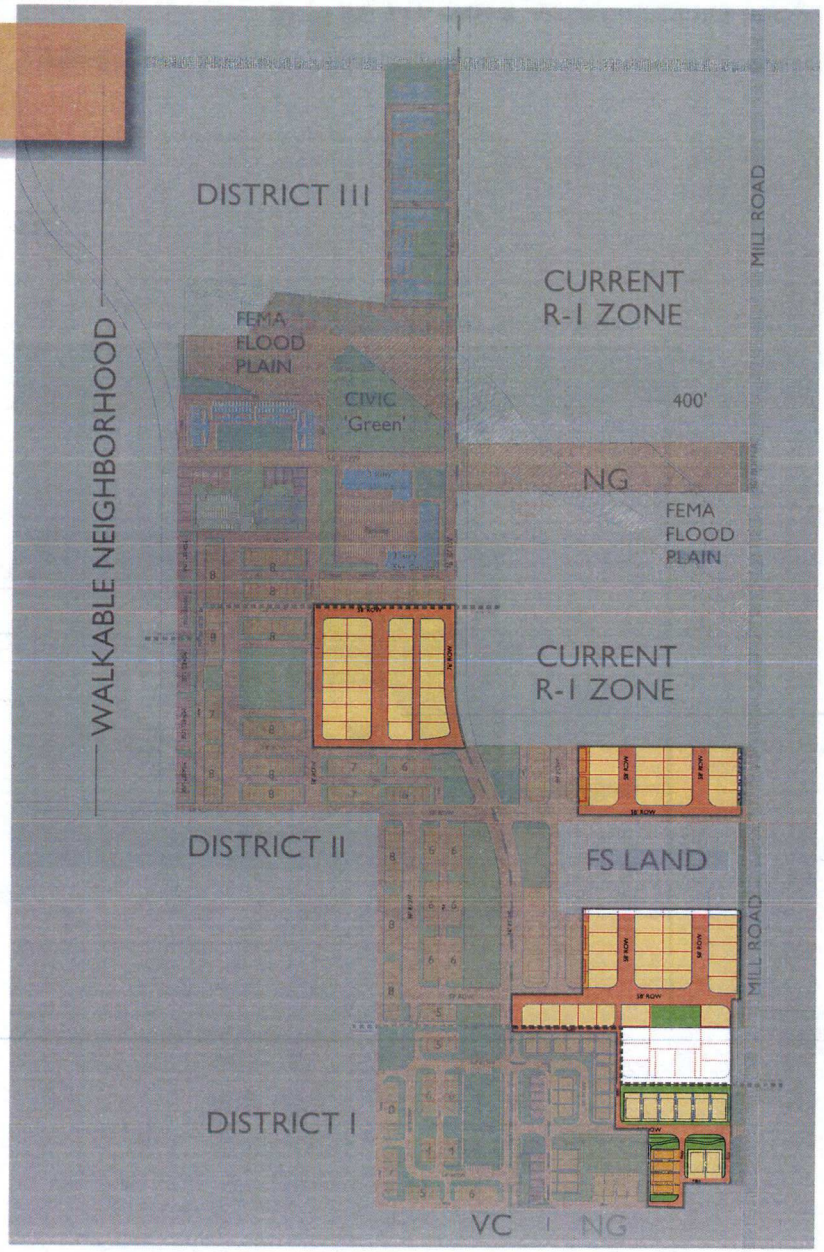
SAWMILL TOWNHOME

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 compatibale development with it's 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 environement 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 battan, 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 Facia	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 Facia	**Aluminum**
Lap Siding	**Synthetic in the Vertical and Horizontal**
"Cedar" Shingle Siding	**Synthetic (Hardy Board Type)**
Windows	**Vinyl in a Vertical layout**
Masonary	**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; False 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
Masonary	Synthetic Stone and Brick
Accents/Columns	Steel and Stone
Rails	Iron
Exterior Doors	Metal and glass storefront doors

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.

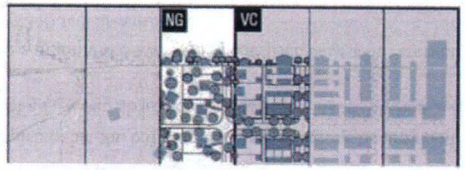
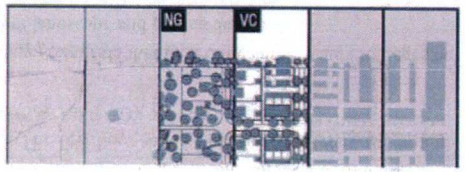
7. A requirement for the preservation of View Corridors.

8. A requirement of building and landscaping materials which contribute to the historical feel and nature of Heber City.

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

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

TABLE 1: District Descriptions

NG	THE NEIGHBORHOOD GENERAL DISTRICT, consists of medium density residential areas, with a diversity of home variations. Planting is of a consistant variety by street and consistantly spaced. Setbacks are conducive to walkable neighborhoods. Blocks may be larger and the roads irregular to accommodate natural conditions.	
VC	THE VILLAGE CENTER DISTRICT consists of a mixed-use but primarily residential urban fabric. It has a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets typically define medium-sized blocks.	

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 Façade. 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 Façade 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 Façade. 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 understory.

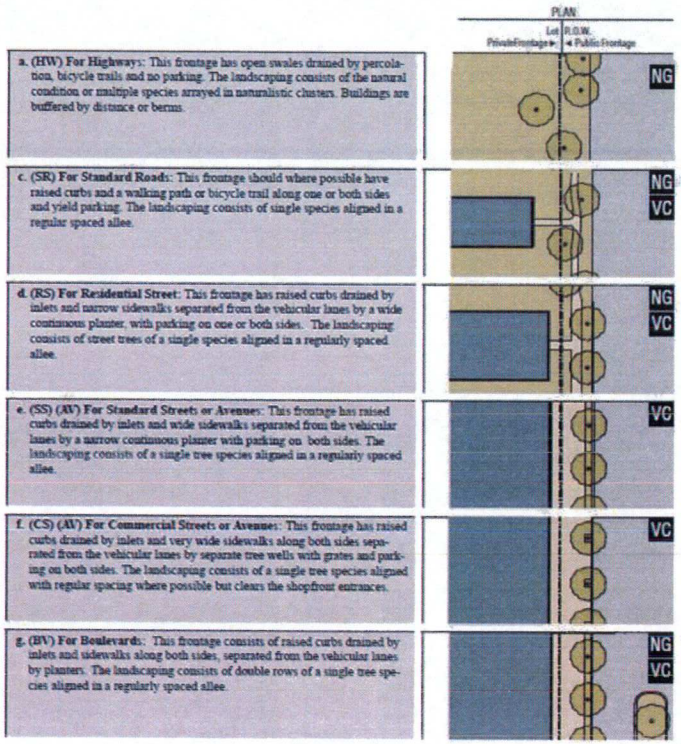


TABLE 4: Public Frontages - Specific. This table assembles prescriptions and dimensions for the public frontage elements - curbs, walkways and planters - relative to specific thouroughfare types within Transect Districts.

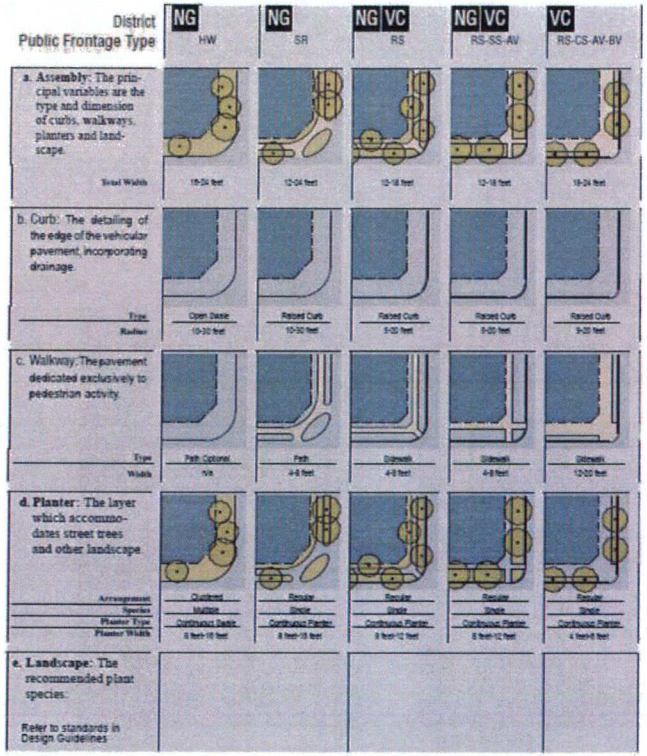


TABLE 13: Public Planting. This table shows a list of permitted street trees within each District. All trees are permitted within Civic Open Space regardless of the District.

	Common Name	NG	VC	Tree Specifications
Acer Freemanii	Autumn Blaze Maple	•	•	Min. 2" Caliper
Acer Plantanoides	Norway Maple	•	•	Min. 2" Caliper
Celtis Occidentalis	Common Hackberry	•	•	Min. 2" Caliper
Fraxinus Pennsylvanica	Green Ash	•	•	Min. 2" Caliper
Gleditsia Triacanthos var Inermis	Thornless Honeylocust	•	•	Min. 2" Caliper
Populus Acuminata	Lanceleaf Cottonwood	•		Min. 2" Caliper
Populus Angustifolia	Narrowleaf Cottonwood	•		Min. 2" Caliper
Populus Deltoides	Easter Cottonwood	•		Min. 2" Caliper
Quercus Macrocarpa	Bur Oak	•	•	Min. 2" Caliper
Tilia Americana	American Linden	•	•	Min. 2" Caliper
Tilia Cordata	Littleleaf Linden	•	•	Min. 2" Caliper

• BY RIGHT
* BY Conditional Use

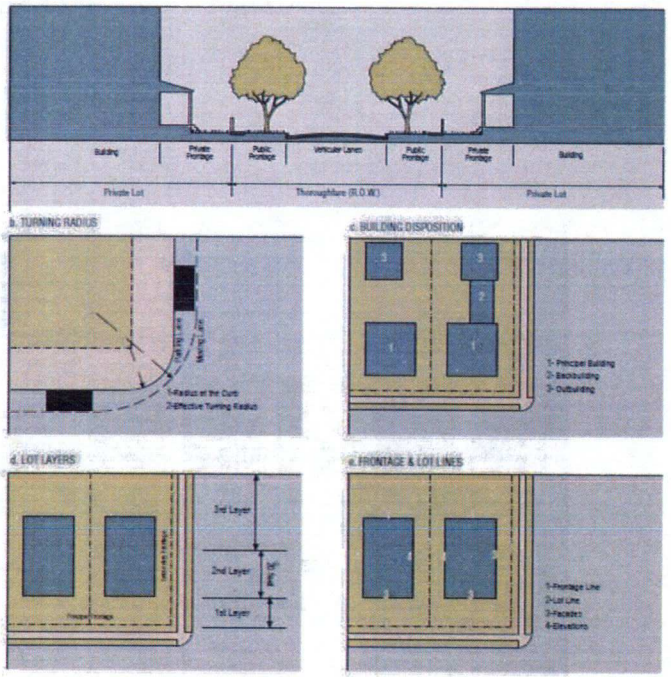
Lawn should only be used when necessary for public recreation parks and residential lots but should be kept to a minimum when and where possible. Street trees shall be a species that at mature height are over 45 feet.

E. Streetscape Requirements

1. General

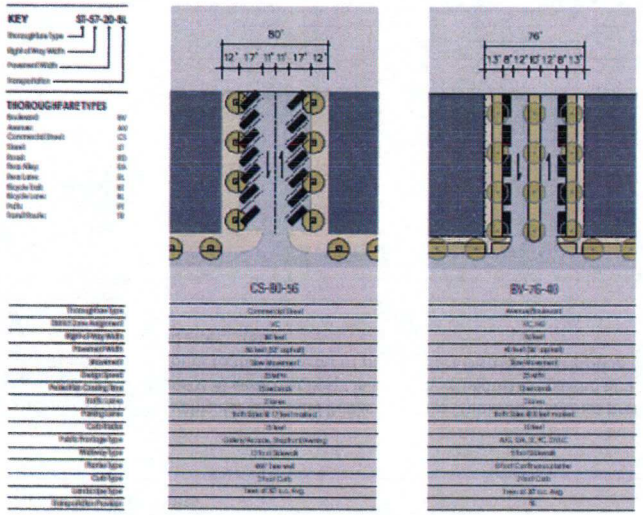
The Thoroughfares consist of vehicular lanes and Public Frontage (Table 3). The lanes provide the traffic and parking capacity. They consist of vehicular lanes in a variety of widths for parked and for moving vehicles. The frontages contribute to the character of the Transect District. They include the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

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

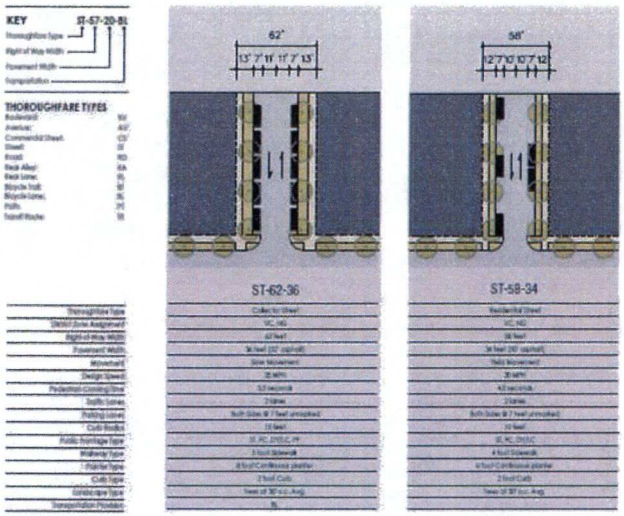


Thoroughfares

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

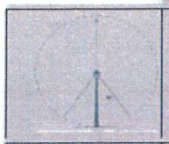
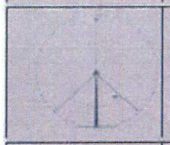
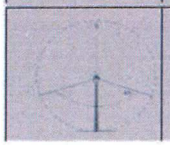


b. The standards for vehicular lanes throughout Sawmill District 1, 2, and 3 on all connecting streets shall be 58'ROW defined as ST-58-34 in Table 14-b



STREET LIGHTS

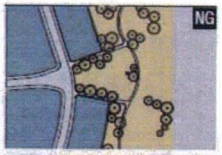
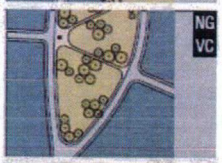
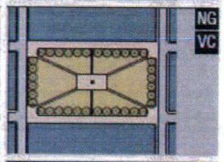
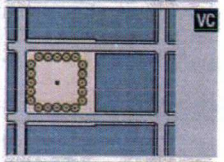
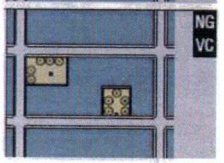
Within the public frontages, the prescribed type of street lights shall be installed as approved by the Utility Company as shown in Table 12.

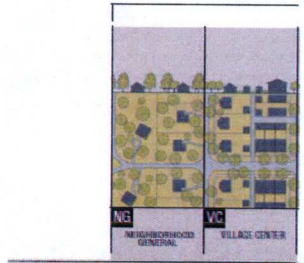
	NG	VC	Specifications
	•		Lighting fixtures shall not be taller than 12 feet or have a light pollution angle of more than 60 degrees.
	•	•	Lighting fixture shall not be taller than 16 feet or have a light pollution angle of more than 90 degrees.
		•	Lighting fixture shall not be taller than 20 feet or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

Civic Space (CS) Specific to NG-VC

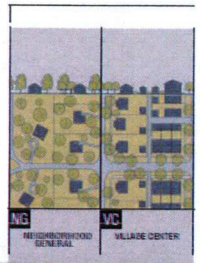
The Civic Space shall be as specified in Sawmill District 1, 2, and 3 and shall be designed as generally described in Table 7

and allocated to districts as described in Table 2E

a. Park: A natural preserve available for unstructured recreation. A park may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. The minimum size shall be 5 acres. Wetlands shall be Park space in all circumstances and shall be accompanied by Greens whenever smaller and until the 5 acre requirement is met.	
b. Green: An open space, available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1 acres.	
c. Square: An open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.	
d. Plaza: An open space, available for civic purposes and commercial activities. A plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of hardscape. Trees are optional. Plazas shall be located at the intersection of important streets. The minimum size shall be 1/4 acre and the maximum shall be 3 acres.	
e. Playground: 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.	



A. ALLOCATION OF Districts		
PCMU	40-80%	20-60%
B. BASE Residential Density (see Section 3.4)		
By Right	3 units/ac. gross	7 units/ac. gross
By TDR	NA	NA
C. BLOCK SIZE		
Block Perimeter	2000 ft. max.	2000 ft. max.
D. PUBLIC FRONTAGES (see Tables 3 and 4)		
Highway & Rural Road	permitted	prohibited
Boulevard	permitted	permitted
Standard Rd.	permitted	prohibited
Residential St.	permitted	permitted
Standard St./Avenue	permitted	permitted
Commercial St./Avenue	prohibited	permitted
Rear Lane	permitted	permitted
Rear Alley	permitted	required
Path	permitted	permitted
Passage	permitted	permitted
Bicycle Trail	permitted	permitted *
Bicycle Lane	permitted	permitted
Bicycle Route	permitted	permitted
E. CIVIC SPACES (see Table 7)		
Park	permitted	permitted
Green	permitted	permitted
Square	permitted	permitted
Plaza	prohibited	permitted
Playground	required	permitted



F. USE OCCUPATION		
Lot Frontage Width	30 ft. min 80 ft. max	16 ft. min 80 ft. max
Lot Coverage	80% max	75% max
G. BUILDING DISPOSITION		
Front Setback	10 ft. min	0 ft. min 15 ft. max
Side Setback	0 ft. min	0 ft. total min
Rear Setback	20 ft. min	3 ft. min *
H. BUILDING TYPE (see Table 5E)		
Edgeyard	permitted	permitted
Sideyard	permitted	permitted
Rearyard	prohibited	permitted
I. FRONTAGE FRONTAGES (see Table 6)		
Common Yard	permitted	prohibited
Porch & Fence	permitted	permitted
Terrace or L.C.	permitted	permitted
Forecourt	prohibited	permitted
Stoop	prohibited	permitted
Shopfront & Awning	prohibited	permitted
Gallery	prohibited	permitted
J. BUILDING HEIGHT (see Tables 5E and 8C)		
Principal Building	2 stories max	3 stories max
Outbuilding	2 stories max	2 stories max
K. BUILDING FUNCTION (see Table 8 & 9)		
Residential	restricted use	limited use
Lodging	prohibited	limited use
Office	restricted use	limited use
Retail	restricted use	limited use

Disposition

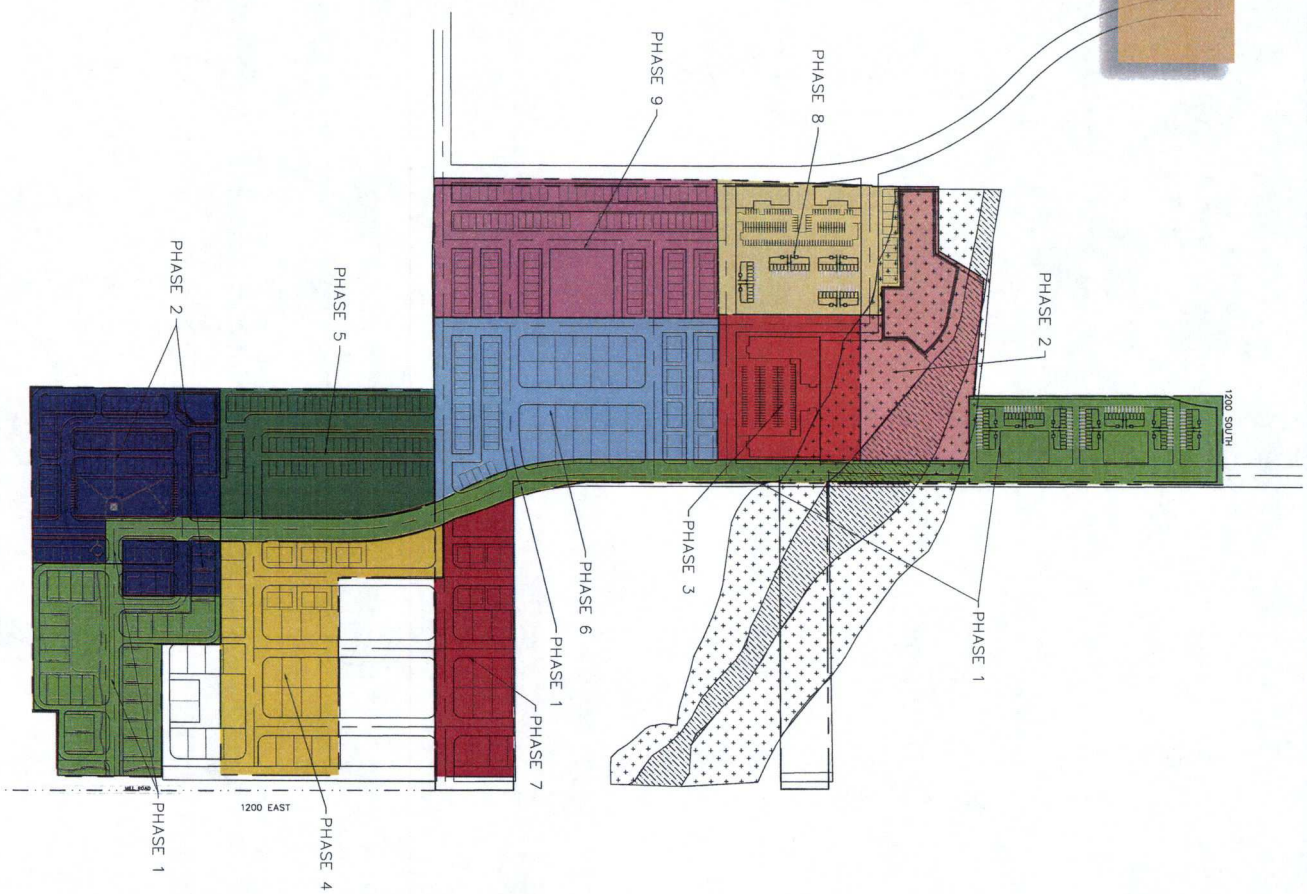
Configuration

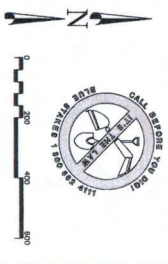
Function

* Refer to Definitions

Phasing plan

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





SHEET: 33

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

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LR DESIGNER: CJ

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 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 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 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 _____ day of _____, 2018.

HEBER CITY:

By:_____
, Mayor

ATTEST:

_____
Heber City Recorder

RIDGEPOINT MANAGEMENT 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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 699479
COMM. EXP: 06-06-2020

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:_____
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

SHAUNA BILLINGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689479
COMM. EXP. 06-06-2020

Traffic Study

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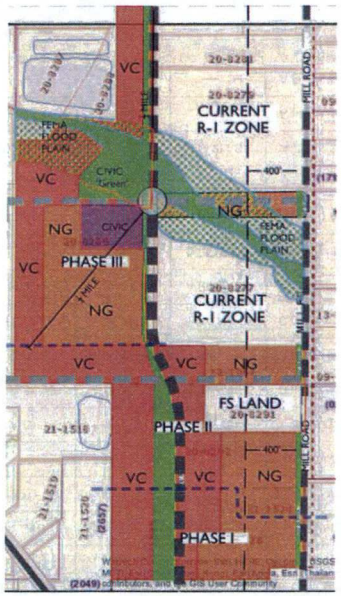
Sawmill Area
Traffic Impact Study



Heber, Utah

March 2017

UT16-997

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

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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.

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

Intersection	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
Description	LOS (Sec/Veh[1])	LOS (Sec/Veh1)	LOS (Sec/Veh1)	LOS (Sec/Veh1)	LOS (Sec/Veh[1])	LOS (Sec/Veh[1])	LOS (Sec/Veh[1])
1200 East / 1200 South	A (7.4)	A (7.6)	A (8.1)	A (8.5)	B (11.5)	B (11.5)	B (14.6)
1500 South / 1200 East[2]	-	-	-	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 (26.2) / EB	F (>50) / EB	B (15.9)	B (19.5)
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 (>50) / SB	E (45.6) / SB	F (>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[2]	-	-	A (8.1) / NB	B (10.3) / NB	B (12.3) / NB	B (12.1) / NB	C (16.2) / NB
1500 South / 900 East[2]	-	-	-	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. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
2. This intersection is a project access and was only analyzed in "plus project" scenarios.
3. This intersection was eliminated as part of the proposed project and was only analyzed in "background" scenarios.

Source: Hales Engineering, March 2017

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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.

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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.

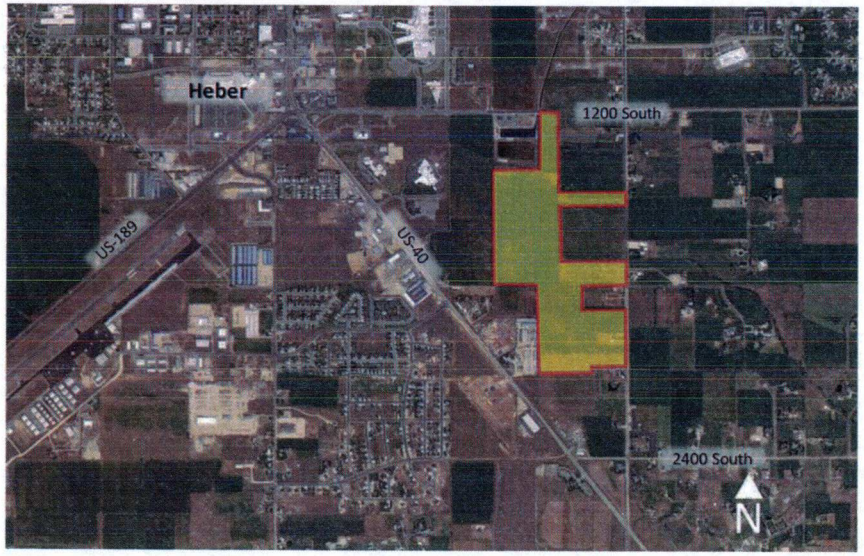

Figure 1 Vicinity Map Showing the Project Location in Heber, Utah

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 delays). 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.

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Table 1 Level of Service Description

Level of Service	Description of Traffic Conditions	Average Delay (seconds/vehicle)
	Signalized Intersections	**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)

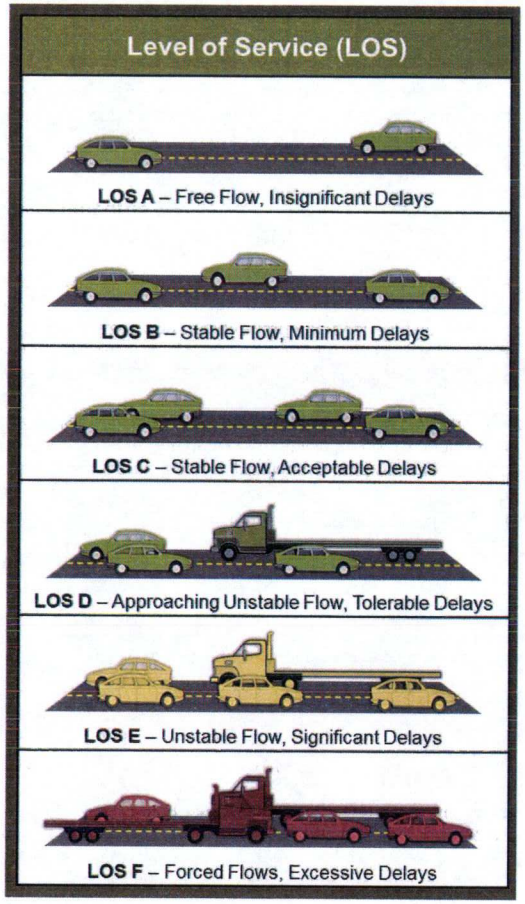

Figure 2 LOS Letter Designation

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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 I, 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 queueing of significance was observed during the evening peak hour.

F. Mitigation Measures

No mitigation measures are recommended.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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.
3. SB = Southbound approach, etc.

Source: Hales Engineering, March 2017

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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 consists 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

Phase	Land Use[1]	Number of Units	Unit Type	Trip Generation	% Entering	% Exiting	Net Trips Entering	Net Trips Exiting	Total Daily Trips
Weekday Daily									
1	Single-Family Detached Housing (210)	8	Dwelling Units	104	50%	50%	52	52	104
1	Residential Condominium/Townhouse (230)	51	Dwelling Units	360	50%	50%	180	180	360
1	Residential Condominium/Townhouse (230) (Proxy for Live/Work)	11	Dwelling Units	96	50%	50%	48	48	96
1	General Office Building (710) [average rate] (Proxy for Live/Work)	16.5	1,000 Sq. Ft. GFA	182	50%	50%	91	91	182
1	Residential Condominium/Townhouse (230) (Proxy for Twinhomes)	26	Dwelling Units	200	50%	50%	100	100	200
2&3	Single-Family Detached Housing (210)	394	Dwelling Units	3,708	50%	50%	1,854	1,854	3,708
2&3	Residential Condominium/Townhouse (230)	132	Dwelling Units	820	50%	50%	410	410	820
	Project Total Daily Trips						2,735	2,735	5,470
A.M. Peak Hour									
1	Single-Family Detached Housing (210)	8	Dwelling Units	16	25%	75%	4	12	16
1	Residential Condominium/Townhouse (230)	51	Dwelling Units	32	17%	83%	5	27	32
1	Residential Condominium/Townhouse (230) (Proxy for Live/Work)	11	Dwelling Units	10	17%	83%	2	8	10
1	General Office Building (710) [average rate] (Proxy for Live/Work)	16.5	1,000 Sq. Ft. GFA	26	88%	12%	23	3	26
1	Residential Condominium/Townhouse (230) (Proxy for Twinhomes)	26	Dwelling Units	18	17%	83%	3	15	18
2&3	Single-Family Detached Housing (210)	394	Dwelling Units	286	25%	75%	72	215	287
2&3	Residential Condominium/Townhouse (230)	132	Dwelling Units	66	17%	83%	11	55	66
	Project Total a.m. Peak Hour Trips						120	335	455
P.M. Peak Hour									
1	Single-Family Detached Housing (210)	8	Dwelling Units	12	63%	37%	8	4	12
1	Residential Condominium/Townhouse (230)	51	Dwelling Units	36	67%	33%	24	12	36
1	Residential Condominium/Townhouse (230) (Proxy for Live/Work)	11	Dwelling Units	10	67%	33%	7	3	10
1	General Office Building (710) [average rate] (Proxy for Live/Work)	16.5	1,000 Sq. Ft. GFA	26	17%	83%	4	22	26
1	Residential Condominium/Townhouse (230) (Proxy for Twinhomes)	26	Dwelling Units	20	67%	33%	13	7	20
2&3	Single-Family Detached Housing (210)	394	Dwelling Units	362	63%	37%	228	134	362
2&3	Residential Condominium/Townhouse (230)	132	Dwelling Units	76	67%	33%	51	25	76
	Project Total p.m. Peak Hour Trips						335	207	542

1- Land Use Code from the Institute of Transportation Engineers Trip Generation Manual (9th Edition - 2012)
SOURCE: Hales Engineering, March 2017

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

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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.

Heber - Sawmill Area TIS
Trip Assignment 2017

Evening Peak Hour
Figure 4

Hales Engineering
1220 North 500 West, Ste. 202 Lehi, Utah 84043

801.766.4343
03/28/2017

Heber - Sawmill Area TIS
Trip Assignment 2024 & 2040

Evening Peak Hour
Figure 5

Hales Engineering
1220 North 500 West, Ste. 202 Lehi, Utah 84043

801.766.4343
03/28/2017

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 planed 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.

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IV. EXISTING (2017) PLUS PROJECT CONDITIONS

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 queueing of significance is anticipated during the evening peak hour.

E. Mitigation Measures

No mitigation measures are recommended at this time.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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 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

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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 at 500 East 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 I, 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.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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/WB 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-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. No queuing of significance is anticipated during the evening peak hour.

F. Mitigation Measures

No mitigation measures are recommended.

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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 queueing 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.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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 (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

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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 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 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		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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	3.9	A	-	-
2400 South / 1200 East	All-way Stop	-	-	-	4.0	A
Airport Road / US-40	EB/WB Stop	EB	> 50	F	-	-
2400 South / US-40	WB Stop	WB	7.2	A	-	-
1200 East / US-40	NB/SB Stop	SB	> 50	F	-	-
500 East / 1200 South	NB/SB Stop	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 queueing 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 no being able to make left-turns out onto US-40. No other queuing of significance is anticipated during the evening peak hour.

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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 met 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 queueing is the southbound direction of approximately 320 feet. No other queueing 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.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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 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

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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 queueing is anticipated at the Airport Road / US-40 intersection in the southbound direction along us-40 of approximately 530 feet. Some queueing is also anticipated at the 1200 East / US-40 intersection in the southbound direction of approximately 320 feet. Queueing is present at the 500 East / 1200 South intersection in the southbound direction of approximately 310 feet. No other queueing 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.

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

Intersection		Worst Approach			Overall Intersection	
Description	Control	Approach[1,3]	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

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APPENDIX C

Site Plan

SAWMILL
PCMU MASTER PLAN
March 9, 2017

Total Est. Gross Acres 87.5+/-

DISTRICTS

VC (60%)	52.5 Acres +/-
NG (40%)	35 Acres +/-
CIVIC	(3.2 Acres)+/-

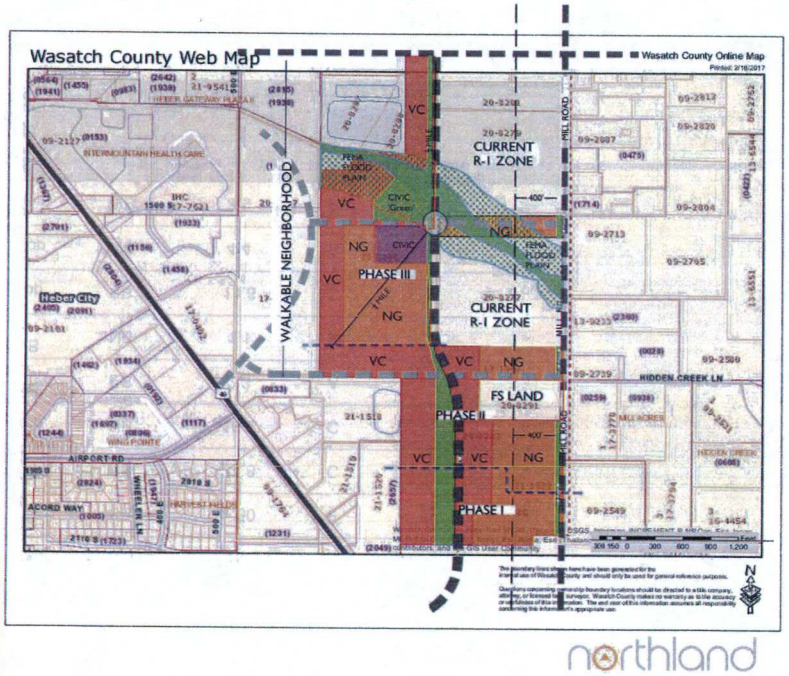
OPEN SPACE

SENSITIVE LANDS OPEN SPACE FLOOD PLAIN CIVIC 'Green'	(11.3 ACRES)+/- 2.3 ACRES
30' BUFFER ALONG MILL RD.	(.9 ACRES)+/-
SAWMILL OPEN SPACE	(4.9 ACRES)+/-
ADDITIONAL OPEN SPACE INDICATED	(4.1 ACRES)+/-
ESTIMATED ADD. 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 OPENSPACE

119.5 NET ACRES
95.5 ACRES (-20% ROADS)
@ 6.5 DUA = 620+/- POTENTIAL UNITS



northland

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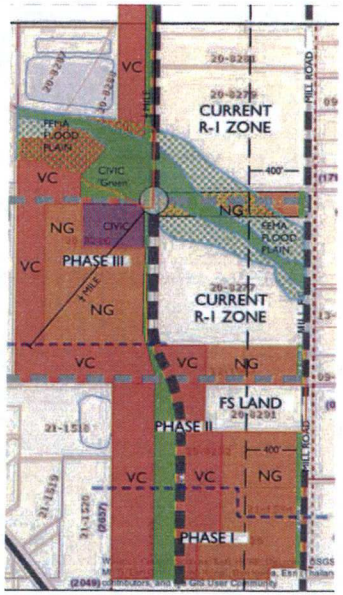
Sawmill Area

Traffic Impact Study



Heber, Utah

March 2017

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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.