

**ORDINANCE NO. 2021-04**

**AN ORDINANCE ADOPTING THE OLD MILL VILLAGE MASTER DEVELOPMENT AGREEMENT.**

WHEREAS, The Heber City Council finds that the Old Mill Village Development is consistent with and further carries out the land uses identified in the Envision Heber 2050 General Plan.

WHEREAS, the MDA modifies the land uses for the property contained within the development area, without changing the underlying zoning of C-2 Commercial.

WHEREAS, the application for the MDA has followed the same process as a zone change, including a public hearing with the Planning Commission on May 12, 2020, and received a positive recommendation from the Planning Commission on May 26, 2020.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Old Mill Village Master Development Agreement is **ADOPTED** as shown in Exhibit 1.

This Ordinance shall take effect immediately upon passage.

ADOPTED and PASSED by the City Council of Heber City, Utah this 2<sup>nd</sup> day of March, 2021, by the following vote:

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

APPROVED:



Kelleen Potter  
Mayor Kelleen Potter

ATTEST:

          *Sharon Cooke*          

Date: 3/2/2021

RECORDER

Date of First Recording:           N/A

Ent 495995 Bk 1343 Pg 1631-1715  
Date: 17-MAR-2021 9:14:44AM  
Fee: \$40.00 Check Filed By: TC  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: JURA HOLDINGS LLC

**WHEN RECORDED, RETURN TO:**

YORK HOWELL & GUYMON  
Attn: Dawn J. Soper  
10610 S. Jordan Gateway, Suite 200  
South Jordan, Utah 841095

Ent 495996 Bk 1343 Pg 1718

**Parcel Id. Nos.:** 00-0021-2305 (OHE-2108-0-008-045)  
00-0021-2075 (OHE-2096-0-008-045)

**MASTER DEVELOPMENT AGREEMENT  
AND AFFORDABLE HOUSING PLAN  
FOR THE  
OLD MILL VILLAGE DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT AND AFFORDABLE HOUSING PLAN FOR THE OLD MILL VILLAGE DEVELOPMENT (this "Agreement") is made and entered into as of the 2<sup>nd</sup> day of March, 2021, by and between Heber City, a political subdivision of the State of Utah (the "City"), and (Jura Holdings, LLC) ("Developer"). Each of Developer and the City are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Developer is the buyer under separate real estate purchase contracts for or the owner of approximately 15.20 acres of undeveloped real property situated in Wasatch County, State of Utah, consisting of an approximately 13.20 acre parcel of property designated as Parcel Id. No. 00-0021-2305 (OHE-2108-0-008-045) (the "North Parcel") and an approximately 2.0 acre parcel of property designated as Parcel No. 00-0021-2075 (OHE-2096-0-008-045) (the "South Parcel") as more specifically described in the Boundary Survey attached as Exhibit A hereto (the "Property").

C. Developer desires to make improvements to the Property in the nature of a mixed use development consisting of commercial uses that are compatible with residential development and desirable to locate along the frontage of Highway 40 as well as separate residential townhome and apartment dwellings to be located behind such commercial uses. In addition, Developer desires to provide open space consistent with the Neighborhood Open Space designation referred to in the Envision 2050 Heber City General Plan (the "General Plan") and certain amenities to service the neighborhood. The improvements are depicted in the Master Plan, attached as Exhibit B to this Agreement.

D. The Property is subject to the City Code and is currently within the Commercial C-2 zone (the "C-2 Zone"). Under the C-2 Zone, family dwellings are a permitted use if they are located one story above or below the ground floor level of one of the other permitted commercial uses. A number of the permitted commercial uses are not compatible with residential uses. A list of the permitted uses under the C-2 Zone are attached as Exhibit C to this Agreement.

E. Neither the C-2 Zone nor any other zone under Zoning Ordinance, permits the mixed commercial and residential uses proposed upon the Property. As a result, pursuant to a rezone application process, Developer submitted an application to the Planning Commission requesting that additional land uses be permitted in the C-2 Zone as established under this Agreement. After review and a public hearing, the Planning Commission put forward a positive recommendation to the City Council to allow the proposed land uses.

F. The City and Developer desire for the Heber City Council, in the free exercise of its legislative discretion, to permit the development of the Property in accordance with the Master Plan as established in this Agreement. This Agreement modifies permitted uses in the C-2 Zone for the Property by not permitting commercial uses that are incompatible with residential housing and a highway frontage location. In addition, this Agreement permits residential housing to be located behind the highway frontage as Apartment Units and Townhome Units.

G. The Affordable Housing Ordinance requires that an Affordable Housing Plan shall be required for all residential developments which are subject to the Heber City Zoning Ordinance and that such Affordable Housing Plan shall be incorporated into any applicable Development Agreement.

H. Developer intends to exceed the requirements of the Affordable Housing Ordinance and offer the entirety of the residential development for sale or rent to Qualified Applicants as Low Income or Moderate Income housing without requiring any public funding or incentives, as set forth in the Affordable Housing Plan incorporated into this Agreement.

I. This Agreement, the Master Plan and the Affordable Housing Plan meet the intent of and are guided by the General Plan. In addition, this Agreement, the Master Plan and the Affordable Housing Plan meet the objectives of the South Town area as described in the General Plan.

J. The Heber City Council has reviewed Developer's application for a rezoning of the Property, the Planning Commission's determinations, the information and materials presented and provided by Developer and the process used to establish the additional uses for a C-2 Zone established by this Agreement and has determined that the due process requirements of the Zoning Ordinance have been satisfied.

K. The Heber City Council has reviewed this Agreement and determined that it is consistent with the Act and the General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Section 10-9a as provided for in Section 4.5.5 of this Agreement. The Parties understand and

intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, the Act.

L. Developer and the City have cooperated in the preparation of this Agreement.

M. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Developer and to establish the rights and responsibilities of the City to authorize and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

### TERMS

#### 1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits A through G are hereby incorporated into this Agreement.

1.2. **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.* (2008).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 14.

1.2.3 **Administrator** means the Planning Director or their designee.

1.2.4 **Affordable Housing** means housing that is offered to Low Income households.

1.2.5 **Affordable Housing Development Plan** means the plan for affordable housing development required by the Affordable Housing Ordinance. The Affordable Housing Development Plan is incorporated into this Agreement.

1.2.6 **Affordable Housing Ordinance** means Section 18.102 of the City Code which governs affordable housing requirements for residential developments.

1.2.7 **Agreement** has the meaning set forth in the preamble and includes

all Exhibits attached hereto.

1.2.8 **Amenities** means the clubhouse, fitness facilities, pool, two developed playgrounds and Neighborhood Open Space owned and maintained by an Owners' Association.

1.2.9 **Apartment Building** means each of four (4) buildings containing Apartment Units, in the approximate location shown on the Master Plan.

1.2.10 **Apartment Unit** means each apartment dwelling unit located within an Apartment Building. Each Apartment Building shall contain sixteen (16) Apartment Units for a total of sixty four (64) Apartment Units. Developer shall construct forty eight (48) two bedroom Apartment Units and sixteen (16) one bedroom Apartment Units within the Project.

1.2.11 **Attainable Housing** means housing that is offered to Moderate Income households.

1.2.12 **Average Density** means the number of Equivalent Residential Units divided by the total gross acres in a development area. The Average Density of the Project is 8.86 ERU's per acre.

1.2.13 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure or On-Site Infrastructure on any portion of the Project.

1.2.14 **CC&R's** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design, construction, maintenance and administration on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.15 **Certifications/Certificate** means a person or company that has a state or federal license, diploma or is accredited to perform specific work on all or a part of a Development Application.

1.2.16 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.17 **City Code** means the Heber City Municipal Code.

1.2.18 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.19 **City Council** means the elected City Council of the City.

1.2.20 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this MDA, be applicable to the Development Application.

1.2.21 **Commercial Parcel** means the approximately two (2) acre parcel designated for commercial uses on the Master Plan as limited by this Agreement. The development of the Commercial Parcel shall be subject to the City's approval of any Commercial Site Plan.

1.2.22 **Commercial Site Plan** means a plan submitted to the City for the approval of the development of a portion of the Project that may include, without limitation, multiple buildings that are not intended to be on individual subdivision lots or plans for other permitted commercial uses on the Project that are allowed under the zone with additional permitted uses.

1.2.23 **Default** means a material breach of this Agreement and the meaning provided in Section 12.

1.2.24 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.25 **Density** means the number of Equivalent Residential Units allowed per acre of the Property.

1.2.26 **Design Guidelines** means the guidelines attached as Exhibit D, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, as set forth in and adopted as part of this Agreement. The Parties agree that they will work together in good faith to update the Design Guidelines in the future as market conditions evolve.

1.2.27 **Developer** means Jura Holdings, LLC.

1.2.28 **Development Application** means an application to the City for development of a portion of the Project, including a Subdivision Site Plan, a Commercial Site Plan, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.29 **Development Report** means a report containing the information

specified in a Development Application submitted to the City by Developer or the submittal of a Development Application by Developer, sub-developer or builder pursuant to an assignment.

1.2.30 **Effective Date** means the date on which the Parties have executed this Agreement and the City Council has, through their legislative discretion and process, enacted and adopted this Agreement.

1.2.31 **Entitlements** shall have the meaning provided in Section 3.1.

1.2.32 **ERU** means equivalent residential unit, which is a unit of measure used to equate the number of residential units approved to be constructed in a given area. The calculations for the ERUs for the Project are shown on Exhibit F-1 to this Agreement.

1.2.33 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.34 **For Rent Units** means the Apartment Units and Townhome Units offered for rent to Qualified Applicants. The Project shall contain ten (10) For Rent Townhome Units and sixty four (64) For Rent Apartment Units.

1.2.35 **For Sale Units** means the Townhome Units offered for sale to Qualified Applicants. The Project shall contain fifty four (54) For Sale Units.

1.2.36 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code §§ 11-36a-101, et seq. (2008).

1.2.37 **Intended Uses** means the use of all or portions of the Project for Townhome and Apartment Units, and such commercial uses as may be permitted under this Agreement, the Design Guidelines and as shown on the Master Plan.

1.2.38 **Land Exchange** means the land exchange described in Section 7.2.1.1 of this Agreement.

1.2.39 **Low Income** household has the meaning set forth in the Affordable Housing Ordinance. A Low Income household must earn eighty percent (80%) or less of the Area Median Income for Wasatch County at the time of sale or lease approval to qualify for the purchase of Affordable Housing.

1.2.40 **Master Plan** means the project's master plan attached as Exhibit B.



1.2.41 **Maximum Equivalent Residential Units** means the maximum number of Equivalent Residential Units allowed on the Property according to this Agreement.

1.2.42 **Moderate Income household** has the meaning set forth in the Affordable Housing Ordinance. A Moderate Income household must earn 81 to 120% of the Area Median Income for Wasatch County at the time of sale or lease approval to qualify for the purchase of Attainable Housing.

1.2.43 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.44 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.45 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.46 **Neighborhood Open Space** means the open landscaped area comprising approximately forty percent (40%) of the land area of the Project to be owned and maintained by an Owners Association.

1.2.47 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.48 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.49 **On-Site and Off-Site Infrastructure** means the on-site and off-site public or private infrastructure, such as roads or utilities, specified in the City's Facilities Master Plan that is necessary for development of the Property and is located on the Property.

1.2.50 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; recreational spaces; drains and detention basins and swells; and any other quasi-public area which the City determines to be considered as

Open Space as a part of the approval of a residential Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Master Plan.

1.2.51 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.52 **Owners' Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.53 **Parcel** means an area identified on the Master Plan with a specific land use designation that is intended to be further subdivided for future development. The Master Plan contains two (2) Parcels; (a) the Commercial Parcel, and (b) the Residential Parcel.

1.2.54 **Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.55 **Phase** means the development of a portion of the Project.

1.2.56 **Planning Commission** means the City's Planning Commission.

1.2.57 **Project** means the development of a mixed-used master planned community on the Property in accordance with this Agreement, including, without limitation, all associated Amenities, private facilities, Intended Uses, Density, Phases and all of the other aspects approved as part of this Agreement and the Master Plan.

1.2.58 **Property Owner or Property Owners** means Developer and any other successor-in-interest to Developer as an owner of the Property or any portion thereof including but not limited to sub-developers and builders.

1.2.59 **Qualified Applicant(s)** means a Low Income household for purposes of purchasing or renting Affordable Housing and means a Moderate Income household for purposes of purchasing or renting Attainable Housing. Qualified Applicant also has the meaning set forth in the Affordable Housing Ordinance.

1.2.60 **Residential Dwelling Unit** means a Unit intended to be occupied for residential living purposes, including any Apartment Unit and any Townhome Unit.

1.2.61 **Residential Parcel** means the approximately 12.11 acre parcel

designated for residential uses as shown on the Master Plan.

1.2.62 **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or commercial development in accordance with City Code, and this Agreement.

1.2.63 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State law.

1.2.64 **Subdivision Application** means the application to create a Subdivision.

1.2.65 **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.66 **Townhome Unit** means each dwelling unit located upon a Townhome Lot. There will be 64 Townhome Units constructed within the Project. Each Townhome Unit will consist of three bedrooms, two bathrooms and a two car garage.

1.2.67 **UDOT** means the Utah Department of Transportation.

1.2.68 **Zoning Ordinance** means the portion of the City Code establishing land use zones.

1.3 **Exhibits.**

1.3.1 **Exhibit A:** Description of Property.

1.3.2 **Exhibit B:** Project Master Plan.

1.3.3 **Exhibit C:** Permitted Uses Under C-2 Commercial Zone.

1.3.4 **Exhibit D:** Building Design Guidelines.

1.3.5 **Exhibit E:** Permitted Commercial Uses Under Master Development Agreement.

1.3.6 **Exhibit F-1:** Calculation of Equivalent Residential Units.

1.3.7 **Exhibit F-2:** Wasatch County Affordable and Attainable Housing Table.

1.3.8 **Exhibit F-3:** Calculation of 2021 Purchase Prices and Rental Rates for Project.

1.3.9 **Exhibit G.** Land Exchange Engineered Drawing.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, not including changes in State or Federal law, then this Agreement shall supersede.

3. **Development of the Property in Compliance with the Master Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct up to 168 Residential Dwelling Units on the Property, which includes the Affordable Housing Units, and the other Intended Uses specified in the New Zoning Ordinance, and the Master Plan (collectively, the "Entitlements").

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Master Plan for the Property, which plan shall comply with the requirements of the City Code set forth in Section 17.20.010.

3.3 **Use of Density.** Developer may allocate the Maximum Equivalent Residential Units among any Parcels within the Project and may develop a Parcel at a density that exceeds the Average Density so long as the Average Density does not exceed 8.86 Equivalent Residential Units per acre for the Property as a whole, unless otherwise approved by the City, calculated in accordance with the provisions of this Agreement.

3.4 **Phasing.** Developer may develop the Project in phases. The development of the residential and commercial portions of the Project shall not be dependent on each other (i.e., the residential development may be completed prior to the commencement of commercial development so long as the roadway connecting Sawmill Boulevard to U.S. Highway 40 is completed). The Commercial lots shall be platted and improved, including but not limited to, all street improvements and utilities stubbed to the Commercial lots, with development of the first phase of Residential Units.

3.5 **Permitted Commercial Uses.** The Permitted Commercial Uses are attached to this Agreement as **Exhibit E**. The list of the Permitted Commercial Uses is a modification of the permitted commercial uses under the C-2 Zone that eliminates commercial uses that are not compatible with mixed residential use and highway frontage location.

4. **Zoning and Vested Rights.**

4.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise

of the police powers of the City to enact ordinances, standards, or rules regulating development. **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project that are in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

**4.2 Zoning.** The City annexed the Property pursuant to that certain Annexation Agreement and Covenant Running with the Land (Huckleberry Annexation) recorded on March 13, 2017 at the Wasatch County Recorder's Office as Entry No. 435800 (the "**Annexation Agreement**") and zoned the Property C-2 Commercial. The Parties acknowledge and agree that additional land uses allowed in the zone, adopted by the City Council herein, would further the objectives of the City and Developer in developing an attractive, mixed use neighborhood development to a greater extent that complying with the requirements of the City Code in connection with the existing C-2 Zone.

**4.3 Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Developer with all rights to develop the Project in accordance with this Agreement and the Entitlements without modification or interference by the City, except as specifically provided herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and that Developer and the City shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Entitlements granted to Property Owners are "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code § 10-9a-509 (2008).

In addition, the Property, and all portions thereof, shall be developed in accordance with the City's Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

**4.3.1 City's Future Laws.** Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City's Future Law that shall result in or cause the following:

4.3.1.1. limit or reduce the Maximum Development Residential Units authorized under this Agreement;

4.3.1.2. change any land uses or permitted uses of the Project;

4.3.1.3. limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or

4.3.1.4. apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

4.4. **Invalidity.** If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

4.5 **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions:

4.5.1. Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project.

4.5.2. Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the foregoing, the City shall not be entitled to change the street standards set forth in Section 7.2.1 of this Agreement. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City wide requirement.

4.5.3. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

4.5.4. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

- 4.5.5. Countervailing, Compelling Public Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Case Law and Utah Code § 10-9a-509(1)(a)(i).
- 4.5.6. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Term"), unless it is terminated in accordance with Section 12. Unless otherwise agreed between the Parties, Developer vested rights and interests set forth in the Agreement shall expire at the end of the Term, as the same may be extended. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.
- 4.5.7. Moratorium. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Property Owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different result is required under applicable state law. In the event any such moratorium applies to the Project, the City shall inform Developer of the City's requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

5. **Affordable Housing Development Plan.**

- 5.1. **Satisfaction of Affordable Housing Ordinance.** The Affordable Housing Ordinance requires new developments to provide at least ten percent (10%) of the ERUS as Affordable Housing. The total number of ERUs for the Project is calculated on Exhibit F-1 to this Agreement. As the table attached to this Agreement as Exhibit F-2 shows, at least fifteen percent (15%) of the ERUS will be offered as Affordable Housing. In addition, the remaining eighty five percent (85%) of the ERUs shall be offered as Attainable Housing. Developer intends to develop the residential component of the Project in one phase. Accordingly, Developer shall be entitled to obtain building permits for the construction of the Affordable Housing Units and the Attainable Housing Units in the order consistent with Developer's residential development plan. Each Affordable Unit

to be constructed hereunder shall have obtained a certificate of occupancy before the City shall be required to issue a certificate of occupancy for the 115<sup>th</sup> Attainable Housing Unit (i.e., the City shall only issue certificates of occupancy for eighty percent (80%) of the Attainable Housing Units until such time as the Affordable Housing Units have obtained certificates of occupancy).

- 5.2. Range of Housing Opportunities for Different Economic Segments of Population.** The Project shall offer a variety of housing opportunities that will be made available to different economic segments of the population. The housing opportunities will include: (a) three bedroom, two bathroom and 2 car garage For Sale Townhome Units, (b) For Rent Townhome Units, (c) one bedroom For Rent Apartment Units, and (d) two bedroom For Rent Apartment Units. In addition, Residential Dwelling Units will be offered to Qualified Applicants having household incomes that range from sixty percent (60%) to less than or equal to one hundred percent (100%) of AMI. Exhibit F-2, attached to this Agreement, shows the number of each type of Residential Unit that will be available for Qualifying Applicants of different economic segments of the population.
- 5.3. Pricing of For Sale Units and Rental Rate of For Rent Units.** The Residential Dwelling Units vary in size from one to three bedrooms, which creates differences in the purchase prices and rental rates. Based on data for the year 2020, the initial purchase prices of the For Sale Units and the rental rates of the For Rent Units have been calculated and are shown on Exhibit F-2 and F-3, attached to this Agreement.
- 5.4. Adjustments to Pricing and Rental Rates.** Adjustments to the Pricing of for Sale Units and the Rental Rates of for Rents Units shall be made in accordance with the principles of the Affordable Housing Ordinance and generally accepted standards.
- 5.5. No Incentives.** Developer does not require any public funding incentives in connection with the Affordable Housing Development Plan.
- 5.6. Deed Restrictions.** Each Affordable Housing Unit shall be deed restricted in perpetuity to the designated income group. This restriction shall not apply to Attainable Housing Units.
- 5.7. Priority of Qualified Applicants.** Qualified Applicants will be given priority in the manner set forth in this Agreement.
- 5.7.1. Order of Priority.** If all other requirements are equal, upon the expiration of the applicable Reservation Period, Developer shall give preference to Qualified Applicants to enter into real estate purchase contracts and lease agreements in the order set forth in this Section 5.7.1. First preference shall be given to City employees. Second preference shall be given to public service employees employed within Wasatch County, including municipal, hospital, school district, county, state and federal employees. Third preference shall be given to the general public. Developer shall provide written notice to the City at least two (2) weeks in advance of the date the Developer intends to record the final residential plat. Notice may be provided by



email transmission to the email address in Section 13 of this Agreement.

5.7.2. **Rentals.** For a period of one (1) year after the date of final residential plat approval, Developer shall accept applications from first priority applicants for For Rent Residential Units (the "**Rental Reservation Period**").

5.7.3. **For Sale Town Homes.** Developer shall provide for a period of one hundred eighty (180) days after the date of final residential plat approval, Developer shall accept applications from first priority applicants for the purchase of Affordable for Sale Townhome Units. (the "**For Sale Reservation Period**"). Qualified Applicants shall conform to the terms of the Reservation Agreement which shall include, but are not limited to the following:

5.7.3.1. Within the For Sale Reservation Period of one hundred twenty (120) days from final plat approval, buyer the Qualified Applicant shall prequalify for financing or provide proof of funds sufficient to pay the purchase price of the unit less any earnest money deposit.

5.7.3.2. The Qualified Applicant shall close on the purchase of the For Sale Unit no later than the earlier of: (a) two hundred and forty (240) days after the date of the approval of the final residential plat, or (b) upon the issuance of a certificate of occupancy.

5.8. **Determination of Qualification of Applicants/ Fee by Designated Entity.** Developer will designate an entity agreed to by the City for purposes of administering and enforcing the terms and provisions under this Section 5 of the Agreement, including the determination of Applicant Qualifications for Affordable Housing.

5.9. **No Fee In Lieu.** Developer shall not be required to pay a Fee In Lieu in connection with the Project.

## 6. **Neighborhood Park and Trail Requirements.**

6.1 **Envision 2050 Heber City General Plan.** In accordance with the principles of the General Plan, the residential component of the Project shall have at least forty percent (40%) Open Space.

6.1.1 **Neighborhood Open Space.** Developer shall improve Neighborhood Open Space within the Project that shall be owned and maintained by an Owner's Association.

6.2 **Trail.** Developer shall develop a trail as required by the Annexation Agreement. The Development Application approval for each separate Parcel shall provide that the Applicant shall construct or designate for dedication the land required for Open Space and/or Trails as provided in the Design Guidelines, Capital Facilities Plan, 2050 Envision

Heber General Plan, and all other Master Plans developed and amended for the MDA area. Any such designation shall include adequate assurances to the City that the land so designated can and will be used for the dedication and/or construction of the planned Open Space and/or Trails. The classification of a Parcel or a portion of a Subdivision or Commercial Site Plan as Open Space shall be irrespective of whether the land is owned by a private entity or by a Homeowners' Association.

**6.3 Creation of Open Space, and Trails.** All Open Space for the Project shall be accounted for in the residential component. Open Space, and Trails shall generally be created and/or dedicated by means of a Subdivision Site Plan to which the Open Space, and Trails are either internal or contiguous. The Parties intend that the creation of Open Space, and Trails will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space, and Trails.

**6.4 Notice to the City.** Upon the initial filing of any Development Application in which Open Space, and Trails are located, the Developer shall provide Notice to the City of its intent to dedicate the proposed parcels of Open Space, and Trails as a part of the final recorded instrument approving the Development Application.

## **7. Public Improvements.**

**7.1 Water Rights.** Developers shall be required to comply with City water policies generally applicable to all of their customers.

**7.2 Streets.** Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan adopted by the City. All private streets and alleys shall comply with City and Fire District standards. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, such as tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. Landscaping and trees along such streets shall be consistent with the existing landscaping on Sawmill Boulevard, to include matching the spacing between trees and the species.

**7.2.1 Extension of City Right of Way from Sawmill Subdivision to Highway 40.** Developer shall extend Sawmill Boulevard from the northern boundary of the Property to Highway 40, as generally shown on the Master Plan as the City ROW. The City ROW shall have a sixty six foot (66') cross section including, 44' of asphalt, 2' curb and gutter on each side, and 9' park strips on each side, matching the existing Sawmill Boulevard. The sidewalk will be five feet (5') in width. The sidewalk will be located on private property, lining up with the existing Sawmill Blvd and adjacent to the ROW line, with a public access easement for public use. A homeowner or property owner association shall be responsible for all maintenance,

repairs, and replacement of said sidewalk. Developer shall obtain approval from UDOT for the City ROW (Sawmill Boulevard) to access Highway 40 as a condition of Final Plat Approval. Developer shall dedicate the City ROW to the City. Sawmill Blvd shall be completed with the first phase of the development. No building permits shall be issued until the completion of Sawmill Blvd.

7.2.1.1. Land Exchange. The requirement of Developer to extend Sawmill Boulevard through the CH47 Parcel requires the Developer to complete an exchange of a portion of the North Parcel for a portion of adjoining Parcel No. 00-0021-1520 (OHE)-2-73-0-008-045) (the parcel is referred to as the “**CH47 Parcel**” and the exchange is referred to as the “**Land Exchange**”). The portions of property to be exchanged are depicted and described on the engineered drawing attached as Exhibit G to this Agreement (the “**Land Exchange Drawings**”). The purpose of the Land Exchange is for Developer to acquire land that will be developed as the access point between Sawmill Boulevard and Highway 40. Developer shall be responsible for extending Sawmill Boulevard and constructing and improving any acceleration and deceleration lanes, medians and underground utilities as required by UDOT at no cost to the owner of the CH47 Parcel. In addition, at such time as Developer constructs Sawmill Boulevard, Developer shall stub utility laterals to the boundary of the CH47 Parcel, at Developer’s cost and expense.

7.2.2 Private roadway from Project to Mill Road. Developer shall design and construct a private roadway that extends from the eastern boundary of the Project to Mill Road as shown on the Master Plan and the Land Exchange Drawings.

7.2.3 Driveway Access and Lighting. Developer shall provide driveway access to Parcel 00-0021-2307 (OHE-2110-0-008-045) (the “**Cummings Property**”) and install a street light for such driveway at the time Developer constructs the private roadway described in Subsection 7.2.2.

7.3 Cable TV/Fiber Optic Service. Subject to all applicable federal and state laws, Developer shall install or cause to be installed all underground conduits necessary and make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project at no expense to the City. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of the cable/fiber optic communication provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the City. Developer may contract with any cable TV/fiber optic and other communication provider of its own

choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to such cable service and fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

8. **Declaration of Covenants, Conditions and Restrictions.** Developer shall create and establish one or more Owners' Associations, which shall be responsible for the implementation and enforcement of CC&R's and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street maintenance. Recordation of the CC&Rs and creation of such Owners' Associations shall be required at the time of final plat review and approval. They shall be recorded both with the County and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&R's and Design Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the City.

9. **Conditions Precedent.**

9.1. **Approval of Agreement by City Council.** This Agreement is contingent upon and shall only become effective at such time as, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the additional land uses to the existing zoning established in this Agreement to allow for development of the Property as contemplated in this Agreement. This Agreement is not intended to and does not affect or any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny this Agreement.

9.2. **Acquisition of Property.** This Agreement is contingent upon and shall only become effective at such time as, and in the event that, Buyer closes on the purchase of each parcel of Property. Developer shall make commercially reasonable efforts to close on the purchase of the Property.

9.3. **Land Exchange.** Additionally, this Agreement is contingent upon Developer's completion of the Land Exchange identified and articulated in Section 7.2.1 and Section 7.2.1.1 above to extend Sawmill Blvd to Highway 40. Failure to execute the Land Exchange shall nullify and void this Agreement.

9.4. **UDOT Approval of Access to Highway 40.** The City's approval of the Final Plat for this Project is contingent upon UDOT's approval of access from the City Right of Way onto Highway 40 as shown on the Master Plan.

10. **Construction Standards and Requirements.**

10.1. **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer first obtaining building permits and following the City's standard subdivision process.

10.2. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer shall secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developer in seeking to secure such permits from other governmental entities.

11. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the medium rate throughout the City. In these cases the City shall charge an increased rate to the Developer and property owners of the Project, Phase, or sections of a Phase that is proportionate to the increased cost.

12. **Default.**

12.1. **Default.** Any failure by any party to perform any material term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 12.2 through 12.4), shall constitute a "**Default**" under this Agreement. Any notice given pursuant to the preceding sentence ("**Asserted Default Notice**") shall comply with Section 13.

12.2. **Notice.** If Developer or the City breaches this Agreement and such breach remains uncured for a period of thirty (30) days after the date of an Asserted Default Notice, such breach shall constitute a Default of this Agreement.

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

12.2.1 **Claim of Default.** Specify the claimed event of Default;

12.2.2 **Identification of Provisions.** Identify with particularity the

provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

12.2.3 Specify Materiality. Identify why the claimed Default is claimed to be material; and

12.2.4 Proposed Cure. Specify the manner in which said failure may be satisfactorily cured.

12.3. **Cure.** Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the "**Cure Period**"). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

12.5. **Mediation.** Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, the Parties shall be required to mediate before filing a lawsuit over the dispute. The Parties shall share equally in the cost of the mediator and pay their own attorney fees.

12.6. **Legal Remedies.** If mediation is not successful, legal remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation or to terminate the Agreement. Nothing in this section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies. Notwithstanding the foregoing, Developer acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum, and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City in this regard. The prevailing Party in any lawsuit under this Section shall be entitled to an award of its reasonable attorney fees and costs.

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

12.8. **Public Meeting.** For any Default by Developer, before any remedy in Section 15.4.3 may be imposed by the City, Developer shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

12.10. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Developer has materially impaired

a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may file a lawsuit, without first complying with the requirement to mediate. The City shall give Notice to Developer in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default unless otherwise prohibited or restricted by law. In addition, the requirement to mediate shall not prevent Developer from seeking equitable relief in a court of law in the event of an emergency.

**12.12. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13. Notices.**

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

**To Developer:**

\_\_\_\_\_

**To the City:**

City of Heber  
Attn: City Recorder  
25 North Main Street  
Heber, Utah 84032  
Email: \_\_\_\_\_

**13.2. Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

**13.3.1. Physical Delivery.** Its actual receipt, if delivered personally or by courier service.

**13.3.2. Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

**13.3.3. Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

13.4. **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

14. **Administrative Amendments.**

14.1. **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

14.1.1 **Infrastructure.** Modification of the location and/ or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

14.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

14.1.3. **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Developer.

14.1.4. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

14.2. **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

14.4. **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

14.5. **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

14.6. **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the City Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the City Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 17.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.



14.7. **City Council Requirement of Modification Application Processing.** If the City Council determines that the proposed Administrative Amendment should be considered by the City Council as a Modification Application, it shall, within four (4) business days after the first City Council meeting following notification by the Administrator pursuant to Section 14.6 above, notify the Administrator that the Administrative Amendment shall be processed as a Modification Application. The City Council shall be the final determining body for any and all Modification Applications.

14.8. **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the City Council for final adjudication. The City Council shall be the final determining body for any and all Modification Applications.

15. **Amendments.**

15.1. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

15.2. **Submissions of Modification Applications.** Only the City or Developer or an assignee of Developer that succeeds to all of the rights and obligations of Developer under this Agreement may submit a Modification Application.

15.3. **Modification Application Contents.** Modification Applications shall:

15.3.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

15.3.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

15.3.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

15.3.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

15.3.5. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

15.4. **Mutual Cooperation in Processing Modification Applications.** Both the City and Developer shall cooperate reasonably in promptly and fairly processing Modification

Applications.

**15.6. Planning Commission Review of Modification Applications.**

15.6.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until Developer has submitted a complete application.

15.6.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation.

**15.7. Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

**15.8. Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising Developer of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

**15.9. Mediation of Council's Objections to Modification Applications.** If the Council and Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose a single mediator. The mediator shall within fourteen (14) days, unless such time is extended by the agreement of the Parties, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. Each Party shall pay their own attorney fees and costs for any such mediation. The Parties shall share the costs and fees of the mediator equally.

16. Estoppel Certificate. Upon twenty (20) days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Developer is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by Developer. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

17. Attorney Fees and Costs. In the event of the failure of either Party hereto to

comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.

18. **Entire Agreement.** This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

19. **Headings.** The captions used in this Agreement are for convenience only and a not intended to be substantive provisions or evidence of intent.

20. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

21. **Assignability.** So long as Developer is not in default, notwithstanding anything to the contrary in this Agreement, Developer may assign, transfer or otherwise convey its rights and obligations under this Agreement so long as the assignee or transferee assumes in writing for the benefit of the City all of the obligations and liabilities of Developer.

22. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain

possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

23. **Termination.**

This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.6;
- (ii) Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated upon the issuance by City of a certificate of occupancy for such dwelling or other structure;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement;
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement; or
- (vi) Termination pursuant to Section 12 of this Agreement.

24. **Insurance and Indemnification.** Developer shall defend and hold the City and its elected and appointed boards, officers, agents, employees and consultants harmless for any and all loss, claims, liability, damages, costs and expenses, including any reasonable attorney fees and costs, in connection with the death or injury of any person or damage to property directly caused by any acts or omissions of such Developer, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub developers shall maintain the City as a beneficiary on any relevant or applicable insurance associated with the Project.

25. **Hazardous, Toxic, and/or Contaminating Materials.** Developer shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Developer on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

26. **Binding Effect.** If Developer conveys any portion of the Property to one or more sub-developers or builders, the property so conveyed shall have the same rights, privileges, Intended Uses, configurations, and Density, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

27. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

28. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

29. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

30. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

31. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Developer shall be John Kollman and Kent Buie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

32. **Mutual Drafting.** Each Party has participated in negotiating and drafting this

Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

33. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

34. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, Exhibit E, shall not be recorded. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Developer hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

35. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. 08-26 adopted by the City on December 18, 2008. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

36. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

37. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

38. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By:

*J. Mark Singson*

By:

*Trina N Cooke*

CITY ACKNOWLEDGMENT

STATE OF UTAH )

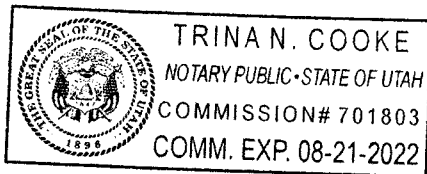
)

:\$.

CITY OF HEBER )

)

On the 9<sup>th</sup> day of March, 2021, personally appeared before me Kelleen Potter who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.



*Trina N Cooke*  
NOTARY PUBLIC



**EXHIBIT A**  
**Description of Property**

**Parcel Id. 00-0021-2305 (OHE-2108-0-008-045)**

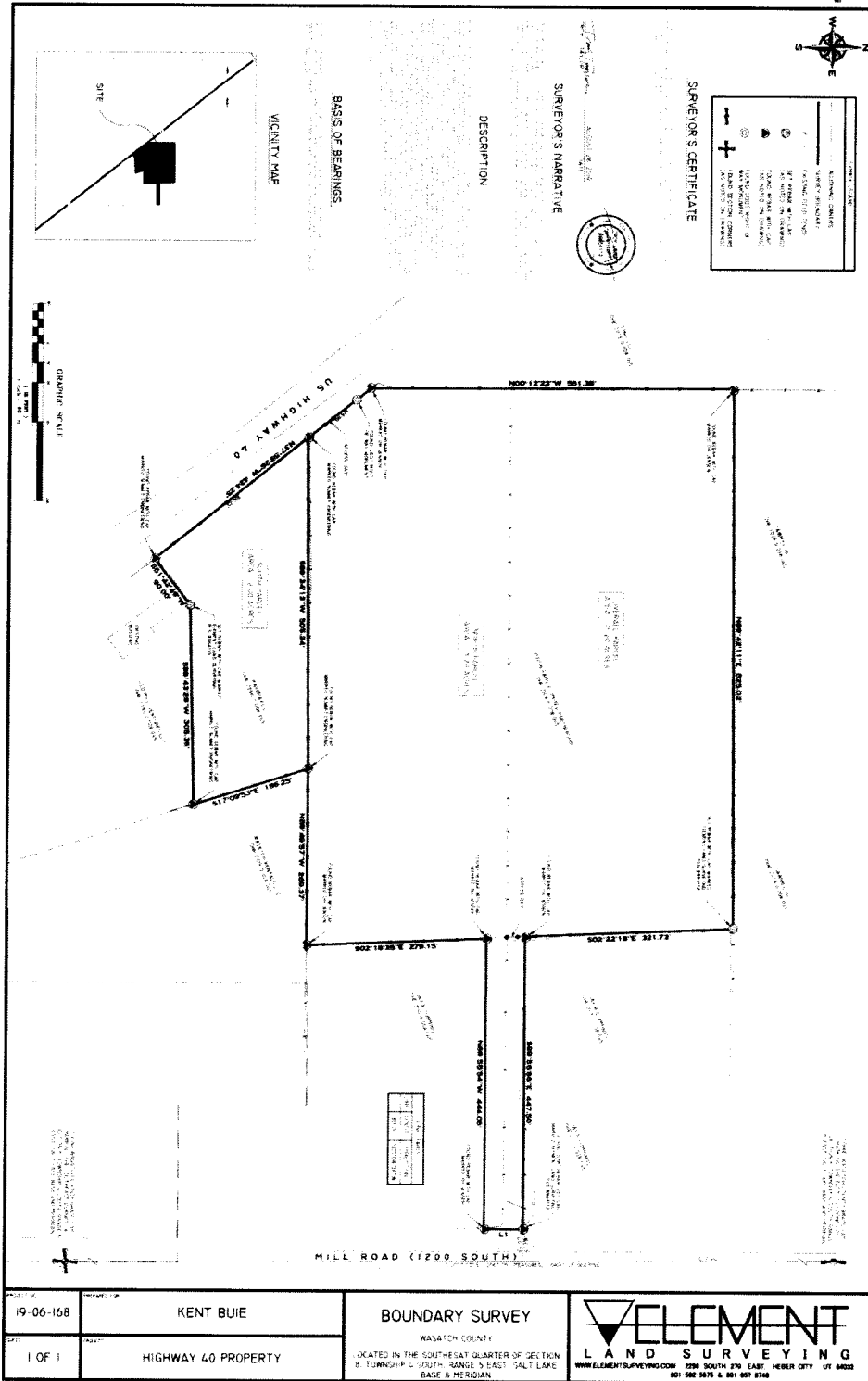
**Parcel Id. 00-0021-2075 (OHE-2096-0-008-045)**

**Boundary Description**

**DESCRIPTION**

BEGINNING ON THE NORTH BOUNDARY OF A 60 FOOT WIDE RIGHT OF WAY, SAID POINT BEING LOCATED SOUTH 00°15'53" EAST ALONG THE SECTION LINE 1672.94 FEET AND WEST 49.72 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°04'06" WEST 60.00 FEET TO THE SOUTH BOUNDARY OF SAID RIGHT OF WAY AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE NORTH 89°55'54" WEST 444.06 FEET ALONG THE SAID SOUTH BOUNDARY TO A FENCE AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 02°18'35" EAST 279.15 FEET ALONG A FENCE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 89°49'57" WEST 269.37 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE SOUTH 17°09'53" EAST 186.25 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE SOUTH 88°43'29" WEST 304.35 FEET TO A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 51°42'49" WEST 90.00 FEET TO THE NORTHERLY BOUNDARY OF US HIGHWAY 40, A FENCE LINE AND A FOUND REBAR WITH CAP MARKED SUMMIT ENGINEERING; THENCE NORTH 37°59'26" WEST 424.25 FEET ALONG THE SAID NORTHERLY BOUNDARY OF THE HIGHWAY AND FENCE LINE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 00°12'23" WEST 561.38 FEET ALONG A FENCE LINE TO A FOUND REBAR WITH CAP MARKED DH JENSEN; THENCE NORTH 89°42'11" EAST 825.02 FEET ALONG A FENCE LINE TO A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 02°22'18" EAST 321.73 FEET ALONG A FENCE LINE TO THE NORTHERLY BOUNDARY OF SAID 50 FOOT RIGHT OF WAY AND A SET REBAR WITH CAP MARKED ELEMENT LAND SURVEYING PLS 6854112; THENCE SOUTH 89°55'56" EAST 447.50 FEET TO THE POINT OF BEGINNING.

AREA = 15.20 ACRES





**EXHIBIT C**  
**Permitted Uses Under C-2 Zone**

**18.28.030 Permitted Uses**

The following uses shall be permitted in the C-2 commercial zone upon compliance with requirements set forth in this title:

1. Beer parlors and alcohol-dispensing establishments;
2. Electrical appliance shops (wholesale);
3. Fraternity buildings, clubs, lodges;
4. Funeral establishments, mortuaries and wedding chapels;
5. Used car lots;
6. Gymnasium or physiculture establishments;
7. Home occupations (board of adjustment approval not required);
8. Hospitals;
9. Household Pet Daycare as defined and regulated by Title 6 of this Code, provided all kennels are located indoors and each building containing kennels is located at least 400 feet from any residentially zoned property;
10. Motels, cafes, food drive-ins, offices;
11. Office buildings, clinics and public utility buildings;
12. Parking lots, commercial;
13. Pawn shops;
14. Recreation vehicle courts subject to requirements set forth in Chapter 18.96 of this title;
15. Retail establishments and service enterprises;
16. Revival tents, temporary;
17. Schools and other public buildings;
18. Secondhand stores;
19. Gas stations;
20. On-premises signs;
21. Utility buildings and public buildings;
22. Wholesale establishments with stock on premises but excluding establishments whose principal activity is that of a storage warehouse;
23. Other uses similar to the foregoing uses which are ruled by the board of adjustment to be in harmony with the intent of this zone.
24. Nursery schools, family day care, mini-day care, and day care centers if they meet the conditions set forth in Chapter 18.86.
25. One-family dwellings located one story above or below the ground floor level if (a) each dwelling unit contains at least 500 square feet of living space and (b) in addition to the parking required by Section 18.72 for the commercial portion of the building, at least one parking place is assigned to and available for each such dwelling unit (this provision, as to said individual units, supersedes section 18.72.020 N 1).
26. The keeping of grazing animals as regulated by Section 18.68.135.
27. Craftsman Industrial Uses.
  1. Location. Craftsman Industrial Uses shall be located in areas defined as Project Type B in the C-2 & C-4 Design Criteria (south of 1200 South in the C-2 Commercial Zone).
  2. Craftsman Industrial Use Limitations. Craftsman Industrial uses shall:
    1. Not produce offensive noise, vibration, fumes, smoke, gas, light, dust or other particulate matter, odor, heat, humidity, glare, magnetic or electrical interference or other objectionable impacts extending beyond the property line;
    2. Occur entirely within a building;
    3. Be limited to a maximum of 20,000 square feet gross floor area per building; and
    4. Screen outdoor storage as viewed from the public street with a sight obscuring fence and landscaping.

3. Permitted Craftsman Industrial Uses. Such uses involve small scale fabrication, manufacturing, production, assembly and repair. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial Uses are limited to the following uses; any use not specifically mentioned is prohibited:
1. Art, Pottery, Ceramics & Related Products;
  2. Athletic and Outdoor Recreation Goods, Toys;
  3. Auto Mechanic, Auto Body and Fender Shops, Auto Painting;
  4. Apparel, Cloth, Textiles, Leather Products, Shoe, Boots;
  5. Bakery & Confections, Canning & Preserving Food, Dairy Products, Meat & Fish Products (no Processing);
  6. Beverages, including Alcohol, Soft Drinks, Coffee Botanical Products;
  7. Commercial Scale Copying & Printing, Engraving, Publishing & Allied Industries;
  8. Construction Special Trade Contractors;
  9. Electronics Assembly, Electrical Fixtures, Assembly of Appliances from previously prepared parts;
  10. Fabricated Metal Products, Welding;
  11. Household Textiles, Upholstery, Furniture & Fixtures, Woodworking;
  12. Jewelry, Watches, Clocks, & Silverware;
  13. Musical Instruments & Parts;
  14. Signs & Advertising;
  15. Smithing, Taxidermy; and
  16. Stone and Monument.

HISTORY

Adopted	by	Ord.	<u>199</u>	<u>\$02.0912.02</u>	on	11-6-1973
Amended	by	Ord.	<u>202</u>	<u>\$2</u>	on	3-19-1974
Amended	by	Ord.		220	on	1-1-1978
Amended	by	Ord.		<u>89-10</u>	on	12-7-1989
Amended	by	Ord.		<u>90-12</u>	on	12-20-1990
Amended	by	Ord.		<u>92-12</u>	on	8-20-1992
Amended	by	Ord.		<u>98-05</u>	on	5-7-1998
Amended	by	Ord.		<u>99-23</u>	on	11-18-1999
Amended	by	Ord.		<u>2012-03</u>	on	4-5-2012
Amended	by	Ord.		<u>2018-20</u>	on	5-17-2018

Amended by Ord. 2020-20 Amending C-2 Commercial Zone Uses on 4-21-2020

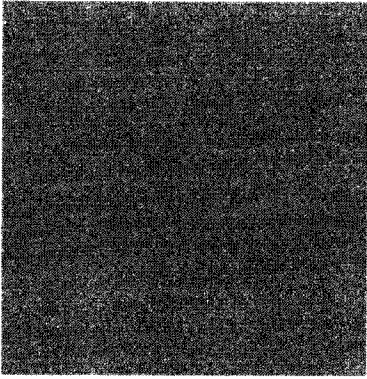


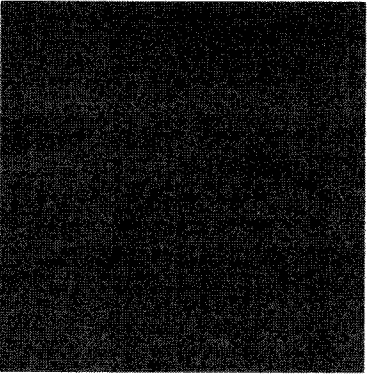
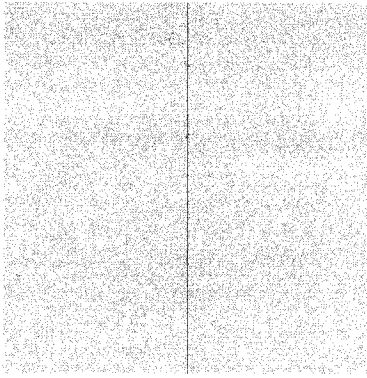
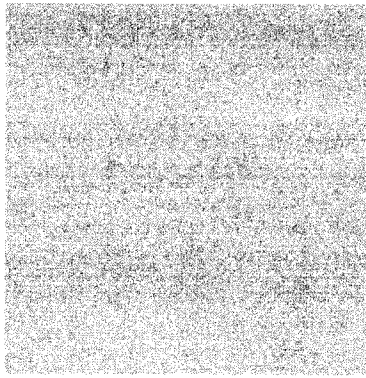

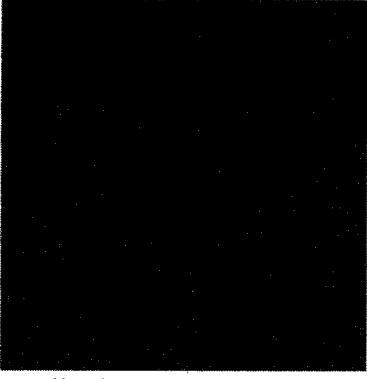
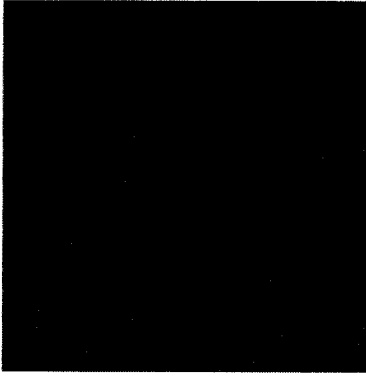
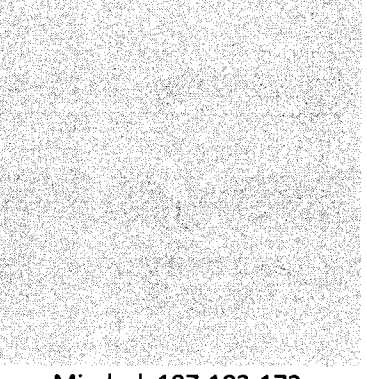
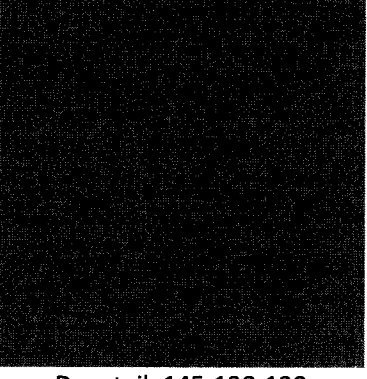

**EXHIBIT D**  
**Design Guidelines**

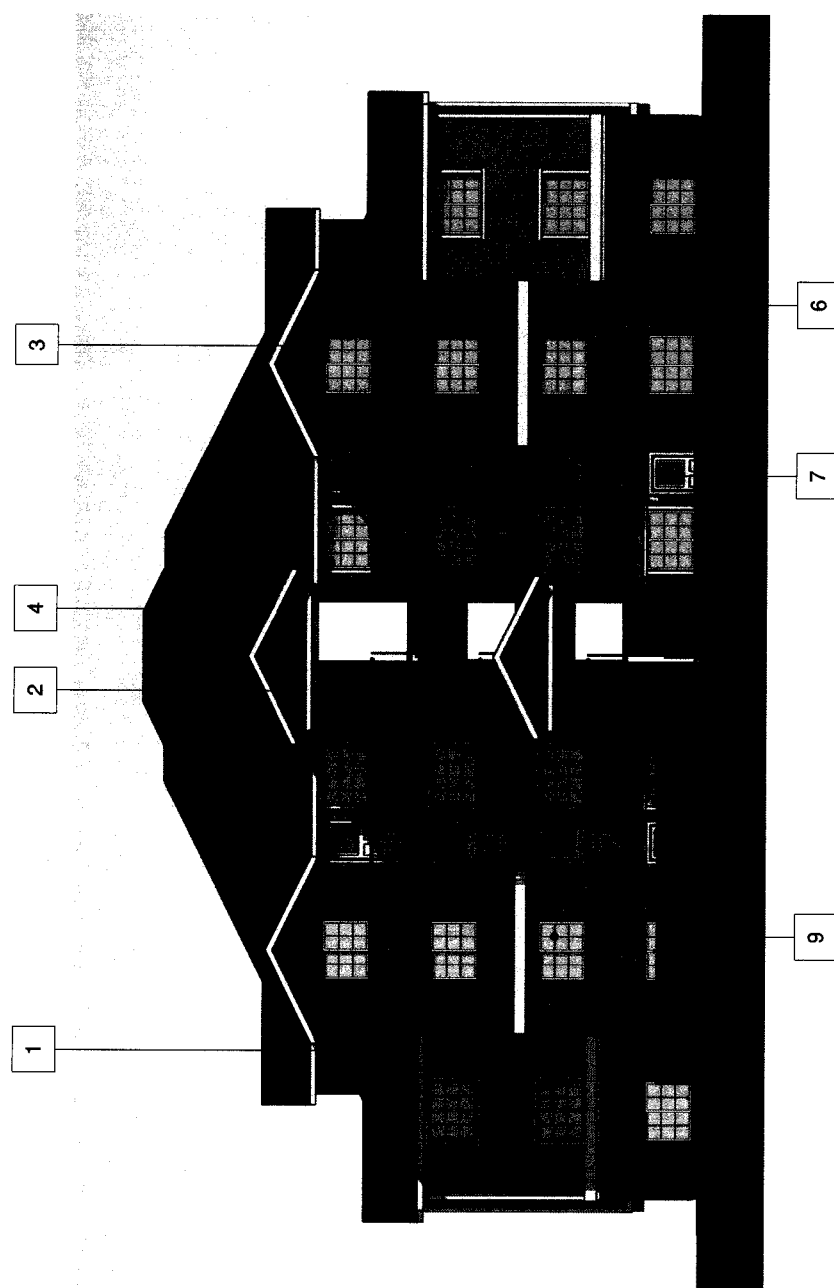
1. The elevations and plans included are approved.
2. Building colors shall vary from building to building. A single color palette may not be used on a building within 400' of any other buildings with the same color palette.
3. The design of future buildings on the Commercial Lots is not defined in this Agreement and said buildings shall be subject to the applicable design standards of the zoning at time of application







	Primary	Secondary	Tertiary
Var 1	 <p>Dorian Grey, 172-170-158</p>	 <p>Software, 127-132-135</p>	 <p>Cityscape, 127-129-126</p>
Var 2	 <p>Pavestone, 160-153-143</p>	 <p>Colonnade Gray, 199-192-182</p>	 <p>March Wind, 186-185-181</p>
Var 3	 <p>Repose Gray, 204-201-192</p>	 <p>City Scape, 127-129-126</p>	 <p>Retreat, 122-128-118</p>
Var 4	 <p>Mindrul, 187-183-172</p>	 <p>Dovetail, 145-138-130</p>	 <p>Colonnade Gray, 199-192-182</p>



**Legend**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

**FRONT ELEVATION**

**SQUARE FOOTAGE**

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	1680 SF

COLOR VARIATION 1

**ELEVATIONS  
MILLER 16-PLEX**

1328 S Foothill Drive 68th  
Salt Lake City, UT 84108



265 W Center St,  
3rd Floor, Salt Lake City, UT 84101  
801.735.8314  
greg@legacyhomedesign.com  
greg@legacyhomedesign.com

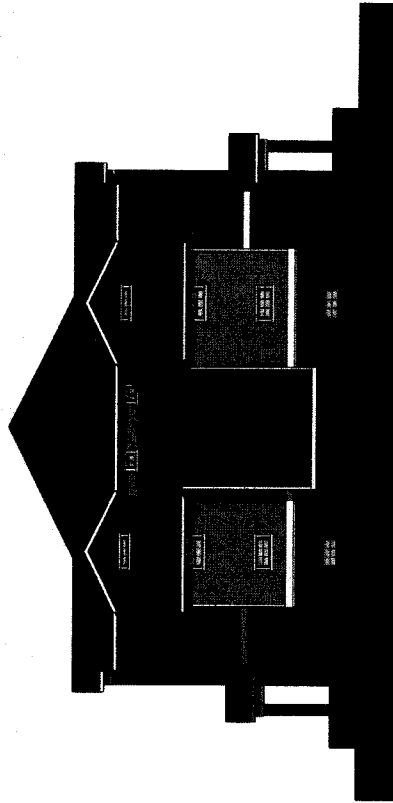


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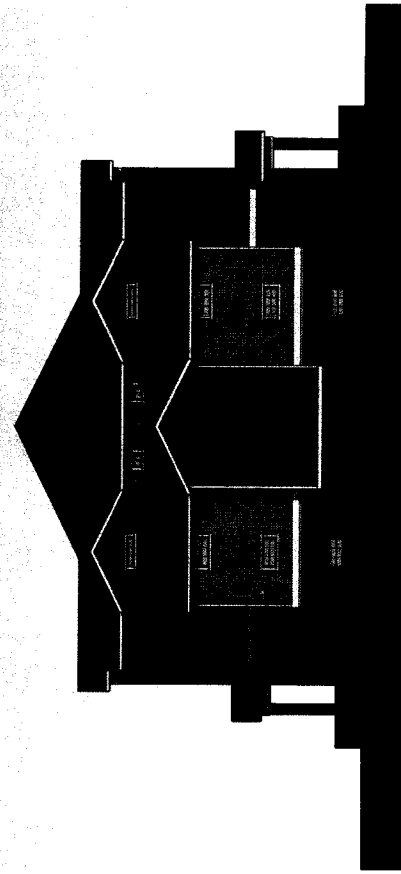
2/18/2020



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	857 SF	Fourth Level	3427 SF
	4112 SF		16865 SF

COLOR VARIATION 1

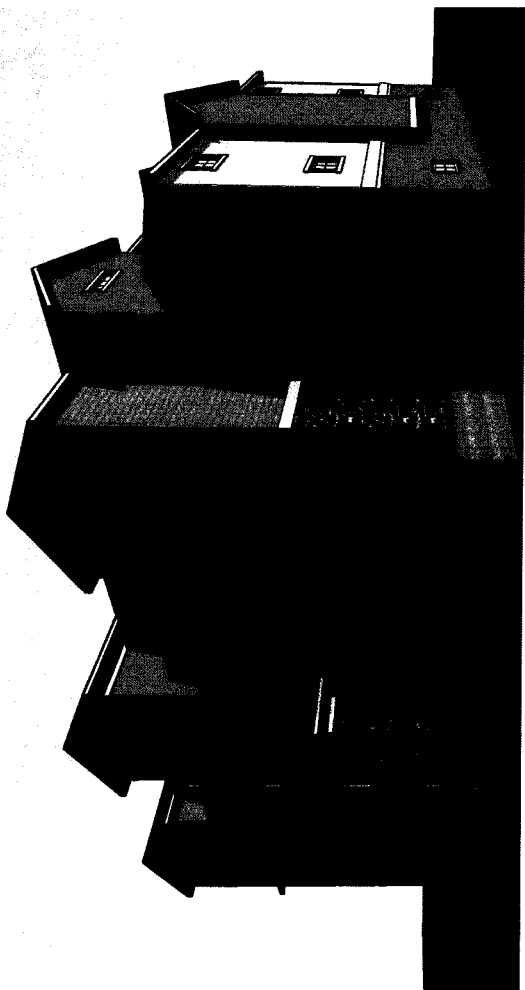
ELEVATIONS  
MILLER 16-PLEX

1338 S Foothill Drive #601  
Salt Lake City, UT 84108

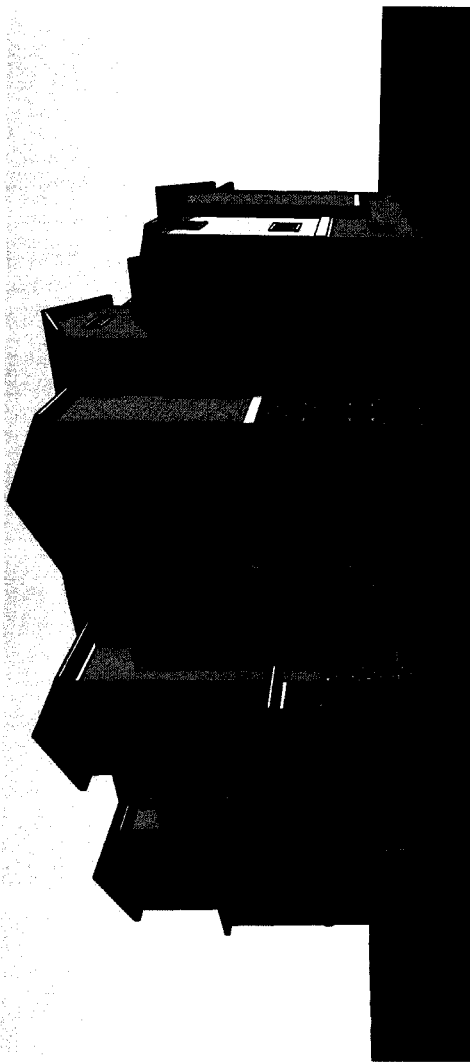


285 W Center St,  
3rd Floor, #601  
801 735-5371  
greg@legacyhomedesign.com  
legacyhomedesign.com





REAR PERSPECTIVE



FRONT PERSPECTIVE

A.3

2/18/2020

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	3627 SF
			16866 SF

EXTERIOR PERSPECTIVES  
MILLER 16-PLEX  
COLOR VARIATION 1

1208 S Esplanade Drive, #201  
Salt Lake City, UT 84108



285 W. Center St.  
Salt Lake City, UT 84101  
801.735.6374  
greg@legacyhomedesign.com  
legacyhomedesign.com



A.1

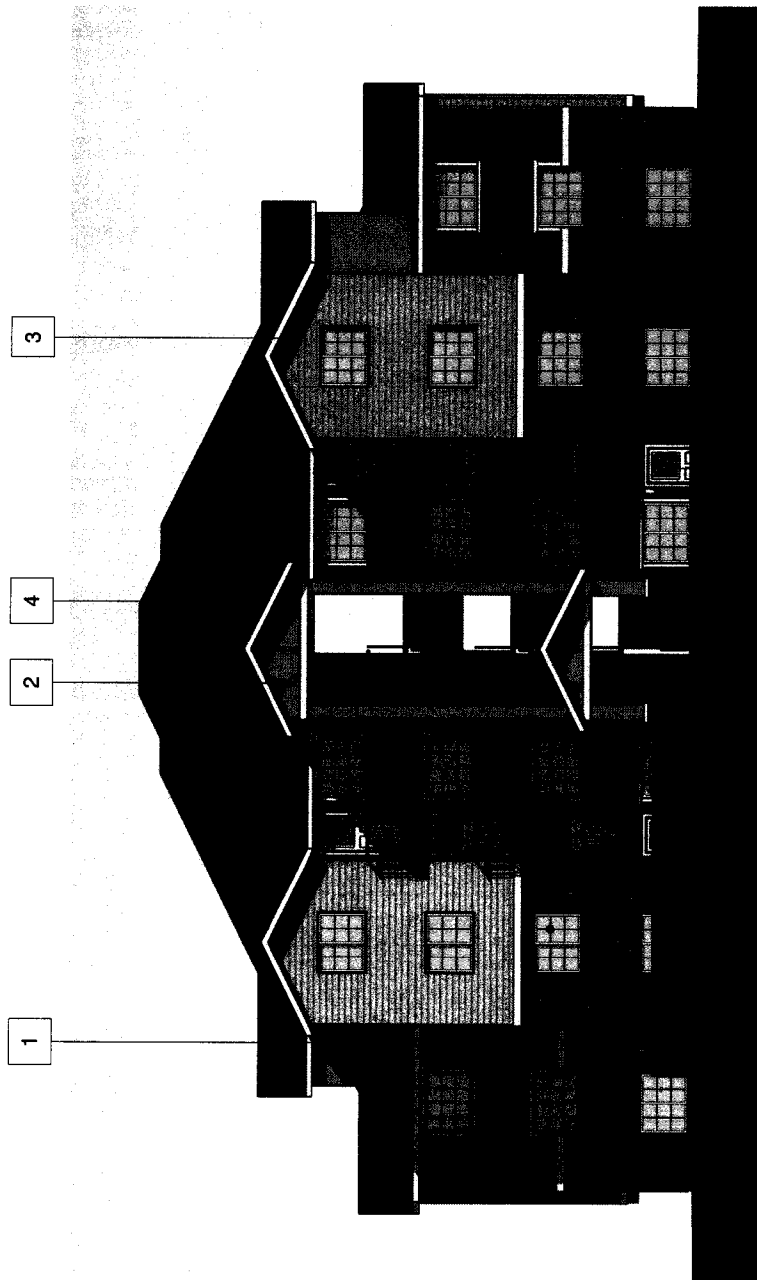
2/18/2020

**Legend**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	877 SF	Fourth Level	3247 SF
	4112 SF		16385 SF

COLOR VARIATION 2



**FRONT ELEVATION**

**ELEVATIONS  
MILLER 16-PLEX**

1335 S Foothill Drive #601  
Salt Lake City, UT 84108

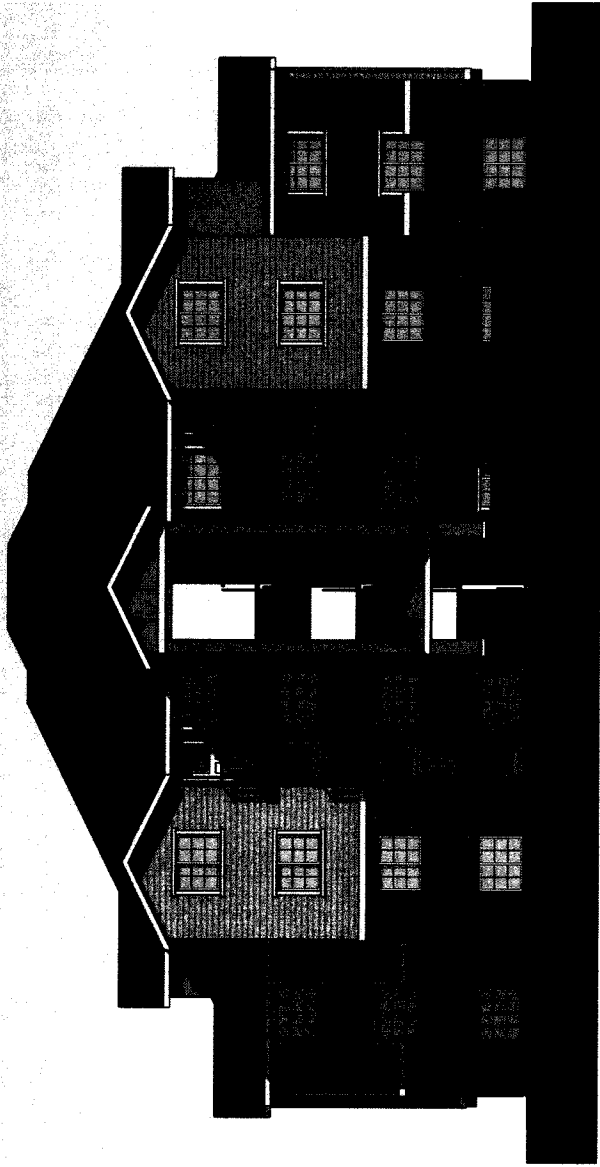


285 W. Center St.  
3rd Floor  
Salt Lake City, UT 84101  
801.735.8314  
greg@legacyhomedesign.com  
legacyhomedesign.com

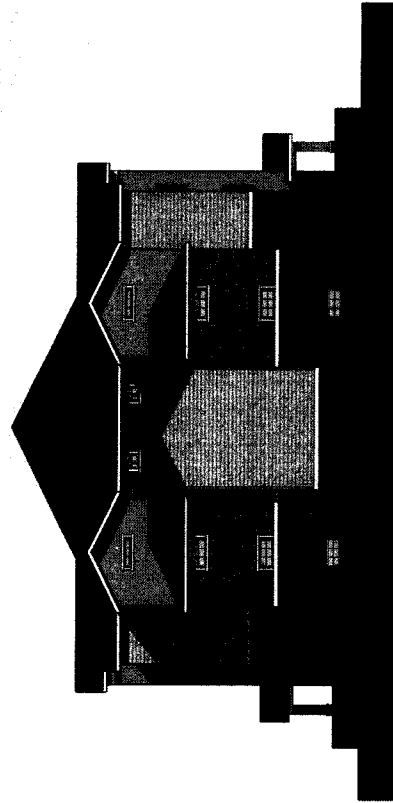


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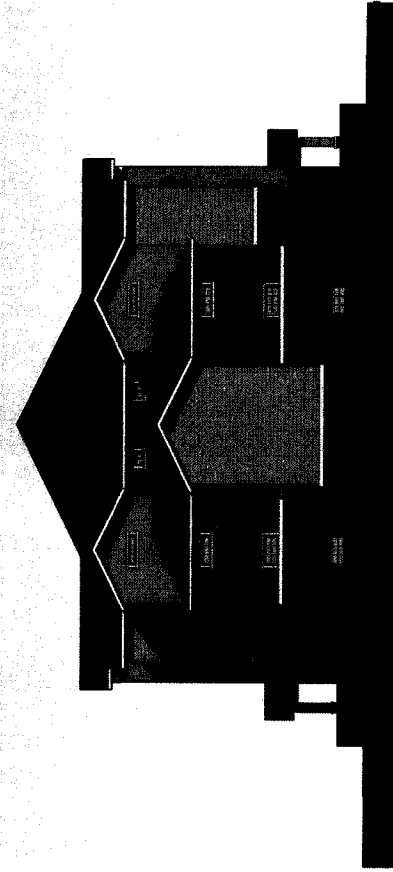
2/18/2020



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

265 W Center St,  
5th Floor, #601  
Salt Lake City, UT 84103  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



1525 S Fossil Mill Drive, #201  
Salt Lake City, UT 84108



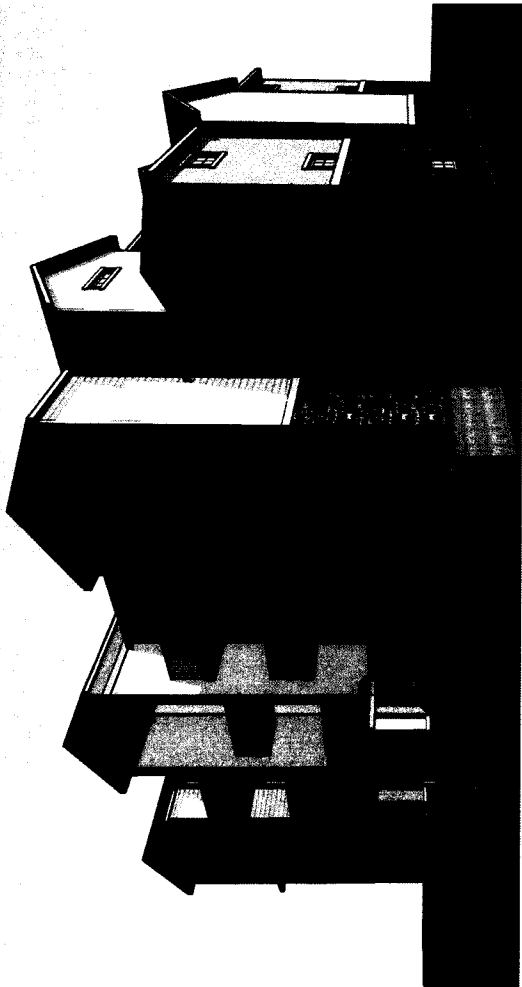
ELEVATIONS  
MILLER 16-PLEX

COLOR VARIATION 2

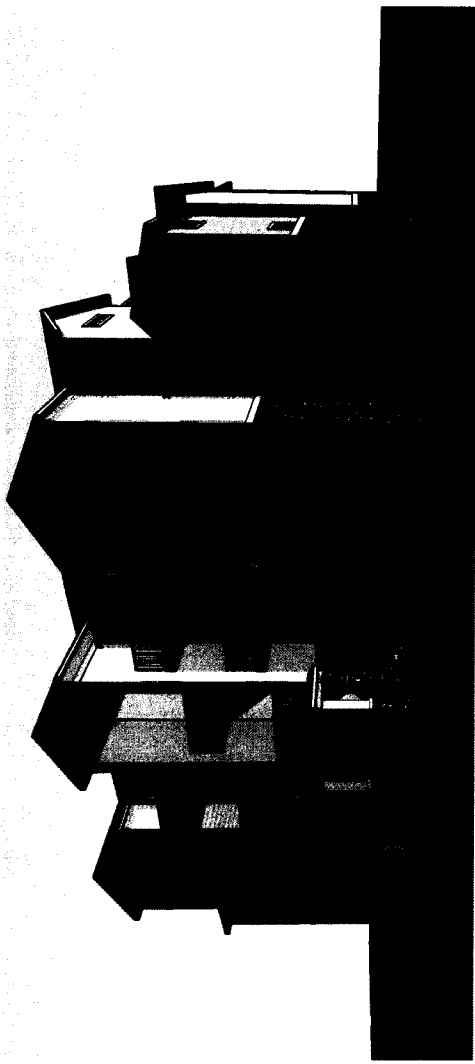
SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	4112 SF	Fourth Level	16367 SF

SQUARE FOOTAGE

2/18/2020



REAR PERSPECTIVE



FRONT PERSPECTIVE



Legacy  
Drafting and Design

265 W Center St,  
5th Floor, #601  
Salt Lake City, UT 84103  
801.735.6374  
greg@legacyhomedesign.com  
legacyhomedesign.com



1208 S Foothill Drive, #201  
Salt Lake City, UT 84108

EXTERIOR PERSPECTIVES

MILLER 16-PLEX

COLOR VARIATION 2

SQUARE FOOTAGE

SINGLE UNIT		BUILDING	
First Floor	1090 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	887 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	1626 SF

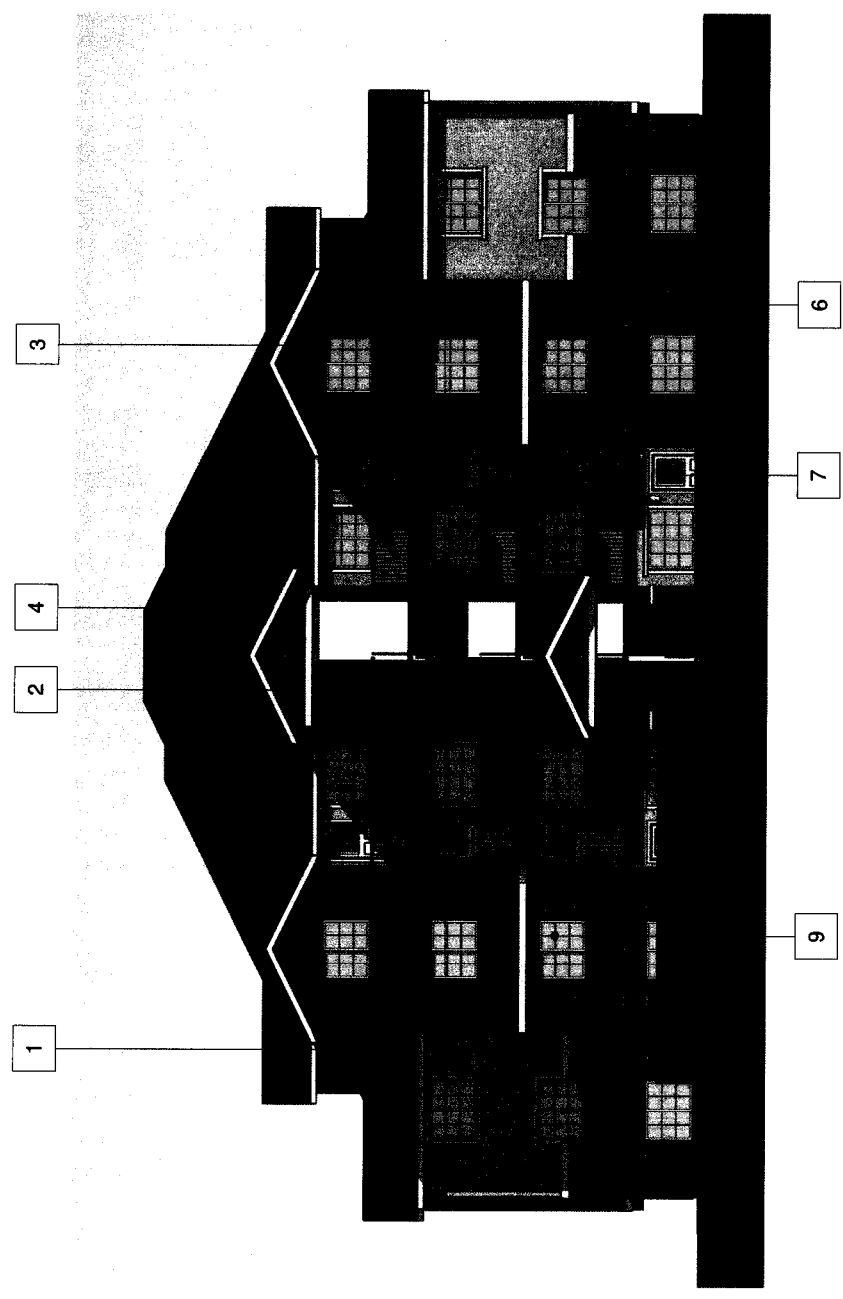
2/18/2020

A.3

A.1

**Legend**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS



**FRONT ELEVATION**

**SQUARE FOOTAGE**

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	3627 SF
			16360 SF

**COLOR VARIATION 3**

**ELEVATIONS  
MILLER 16-PLEX**

1308 S Foothill Drive #201  
Salt Lake City, UT 84108



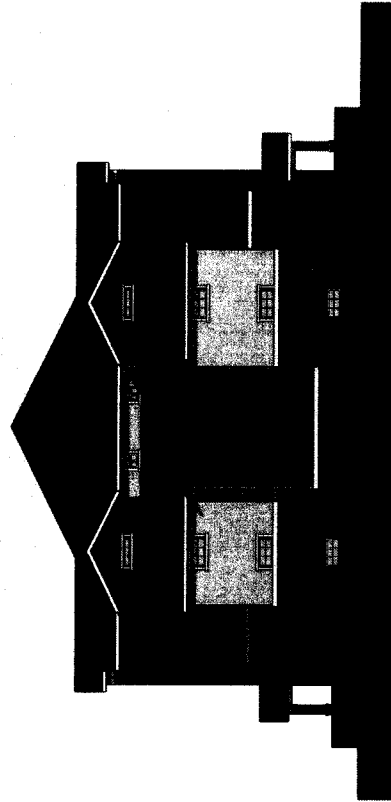
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3rd Floor, #1001  
Salt Lake City, UT 84101  
801.735.8314  
greg@legacyhomedesign.com  
legacyhomedesign.com



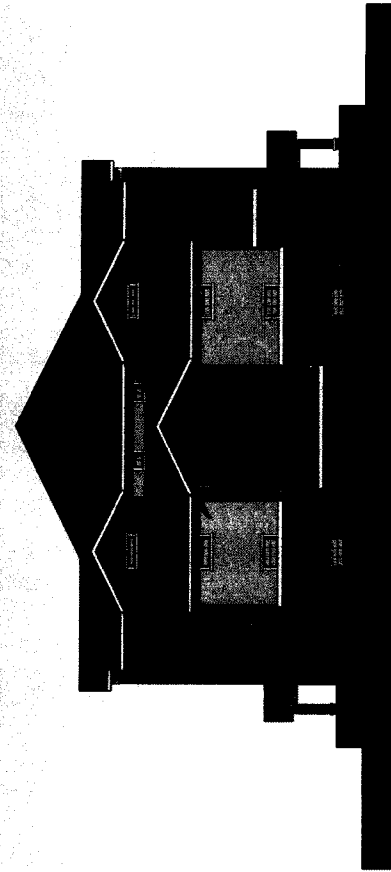




BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

296 W Center St,  
3rd Floor  
Salt Lake City, UT 84103  
801.725.5314  
gray@legacyhomedesign.com  
legacyhomedesign.com



1338 S Fossil Hill Drive #201  
Salt Lake City, UT 84108

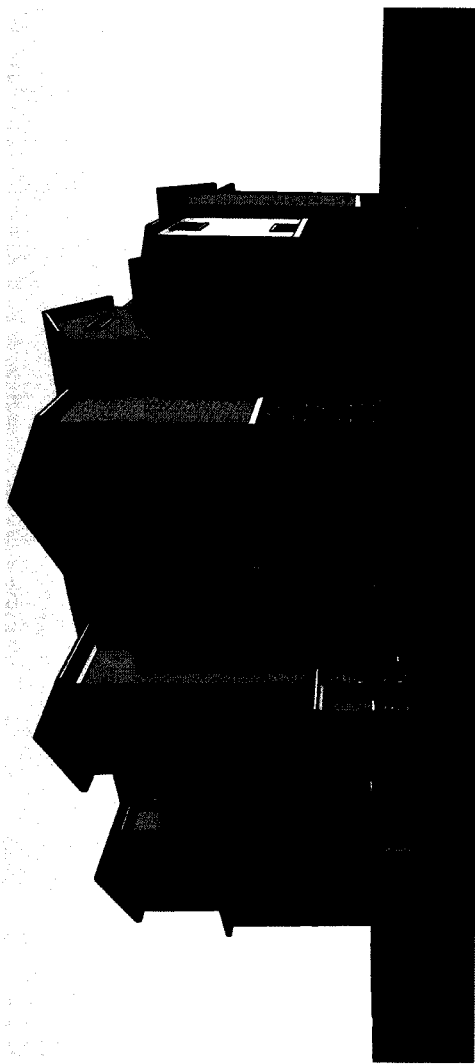
**ELEVATIONS**  
**MILLER 16-PLEX**

COLOR VARIATION 3

SINGLE UNIT		BUILDING	
First Floor	1088 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	252 SF	Fourth Level	242 SF
	4112 SF		18385 SF



REAR PERSPECTIVE



FRONT PERSPECTIVE

EXTERIOR PERSPECTIVES

MILLER 16-PLEX

COLOR VARIATION 3

SQUARE FOOTAGE

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	471 SF	Fourth Level	2427 SF
			16388 SF

2/18/2020

A.3

1308 S Foothill Drive, 8031  
Salt Lake City, UT 84108



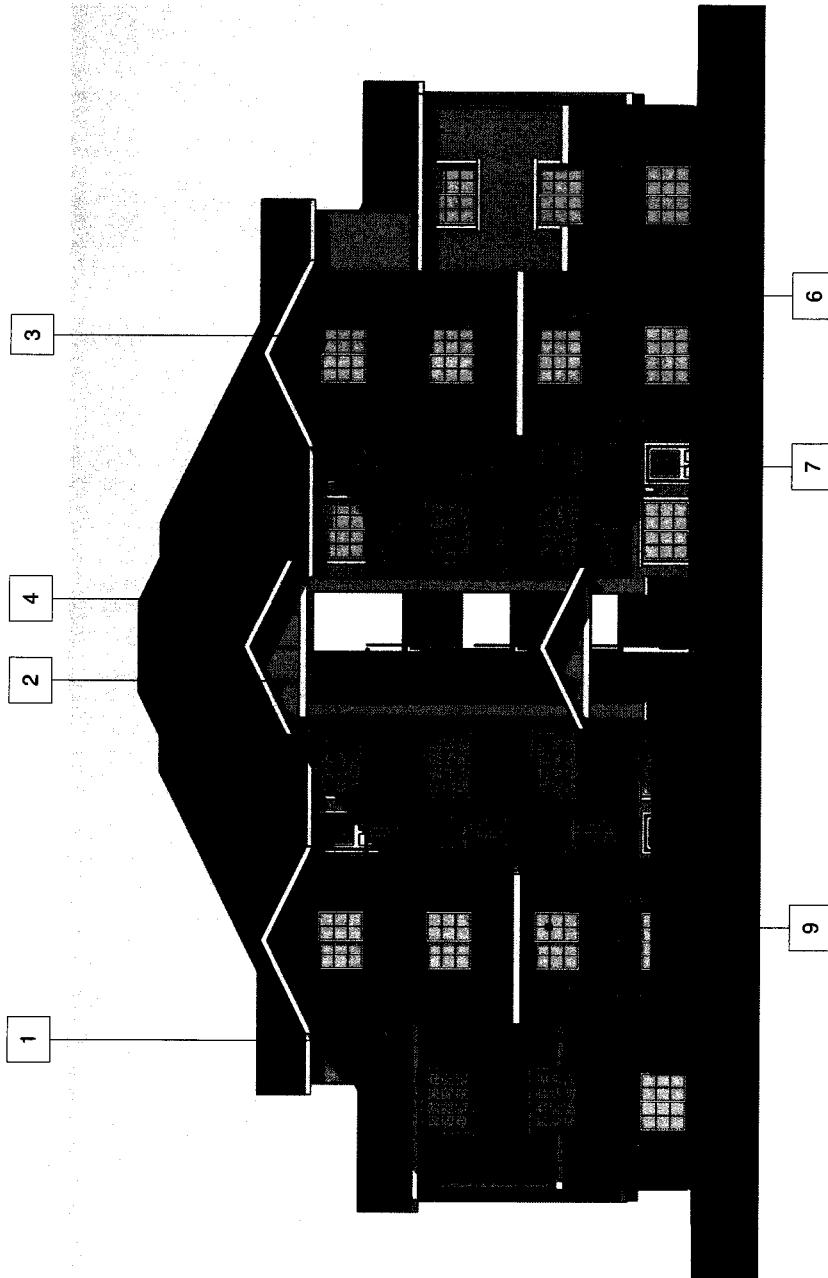
255 W Center St.  
3rd Flr  
Salt Lake City, UT 84101  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



A.1

**Legend**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 HARDIE SHAKE
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS



**FRONT ELEVATION**

**SQUARE FOOTAGE**

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	887 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	1636 SF

COLOR VARIATION 4

**ELEVATIONS  
MILLER 16-PLEX**

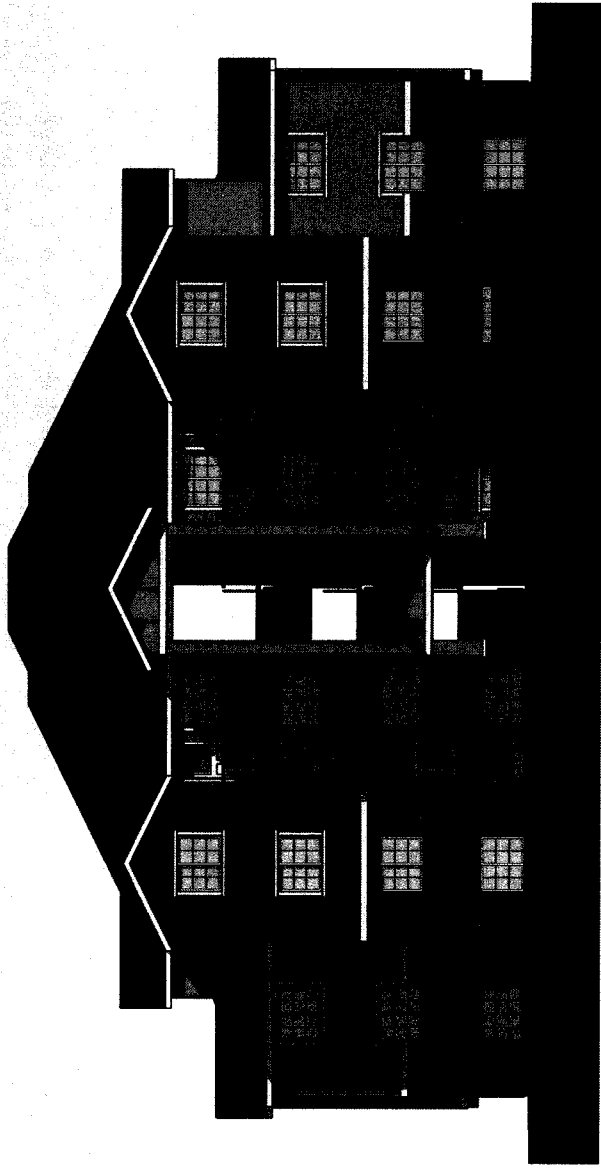
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Salt Lake City, UT 84108



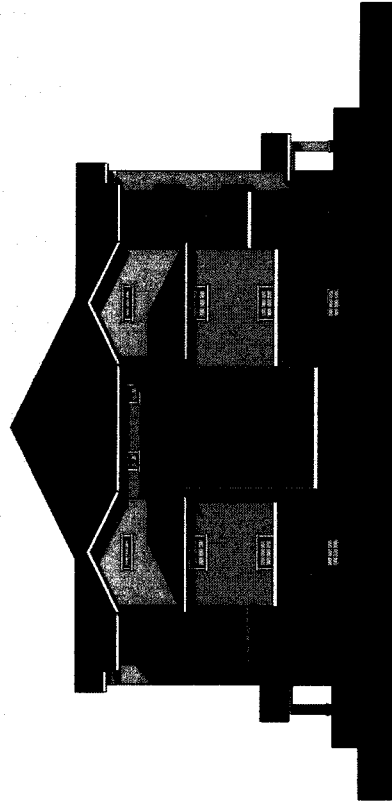
255 W Center St,  
Provo, UT 84601  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



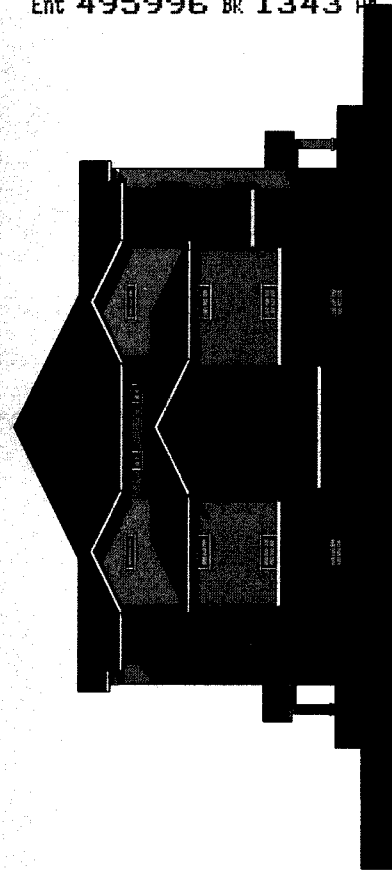
2/18/2020



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

255 W Center St,  
3rd Floor  
Salt Lake City, UT 84101  
801.755.6314  
pries@legacyhomedesign.com  
legacyhomedesign.com



1030 S Eagle Drive #201  
Salt Lake City, UT 84108



ELEVATIONS  
MILLER 16-PLEX

COLOR VARIATION 4

SINGLE UNIT		BUILDING	
First Floor	1000 SF	First Floor	4319 SF
Second Floor	1008 SF	Second Floor	4319 SF
Third Floor	1008 SF	Third Floor	4319 SF
Fourth Level	867 SF	Fourth Level	3292 SF
	4112 SF		16365 SF

A.3

2/19/2020

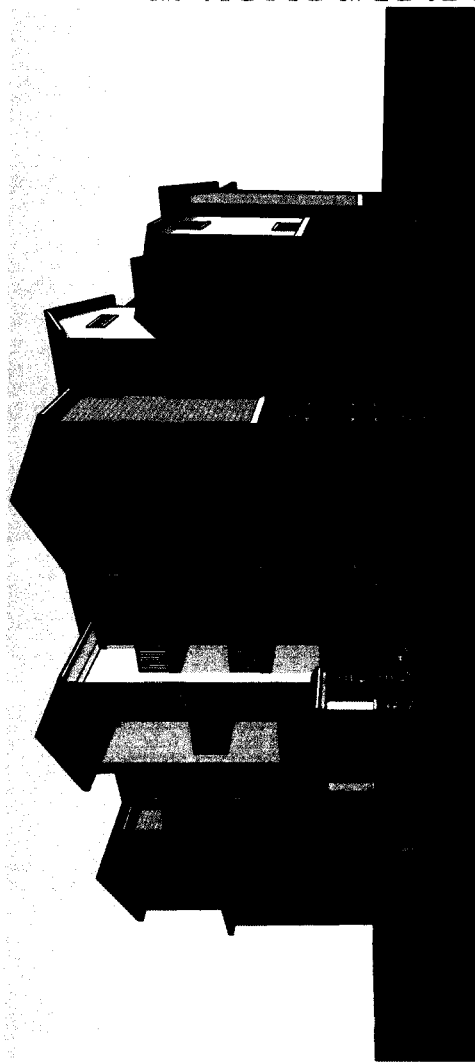
FRONT PERSPECTIVE

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	857 SF	Fourth Level	3427 SF
	4112 SF		16385 SF

EXTERIOR PERSPECTIVES

COLOR VARIATION 4

MILLER 16-PLEX



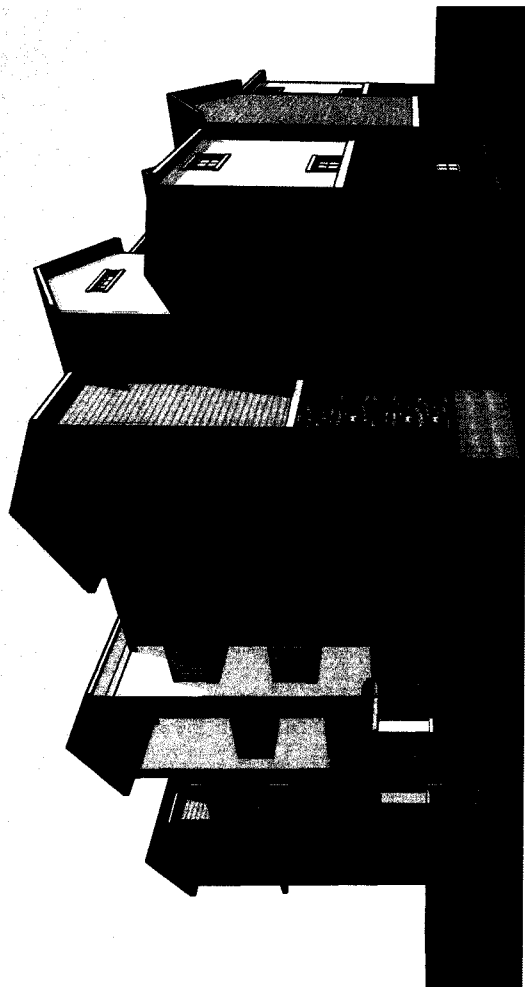
1338 S Foothill Drive #601  
Salt Lake City, UT 84108

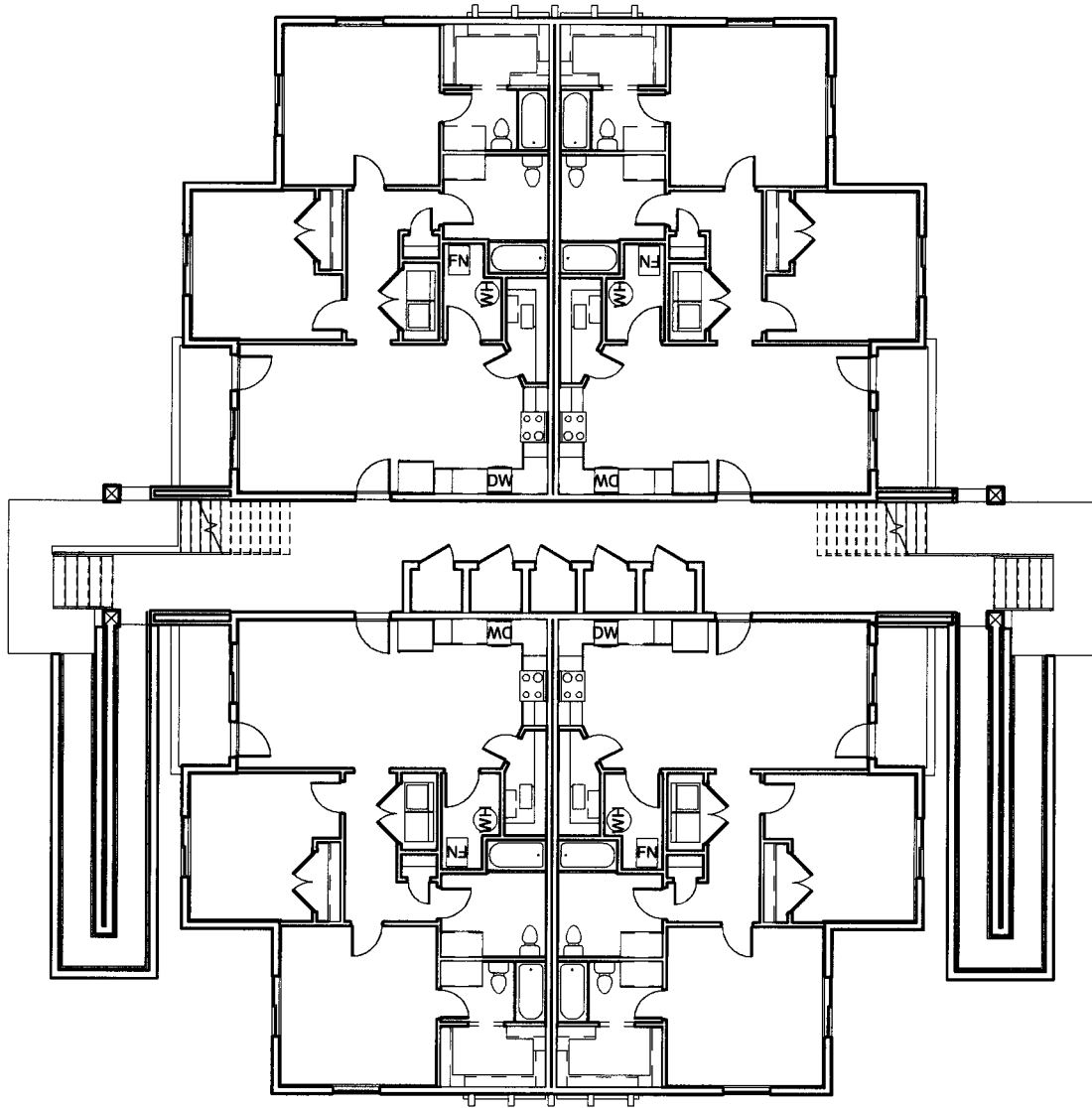


298 W Center St.  
3rd Floor #401  
Salt Lake City, UT 84101  
801.735.4314  
greg@legacyhomedesign.com  
legacyhomedesign.com



REAR PERSPECTIVE





SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	2622 SF
			16685 SF

COLOR VARIATION 4

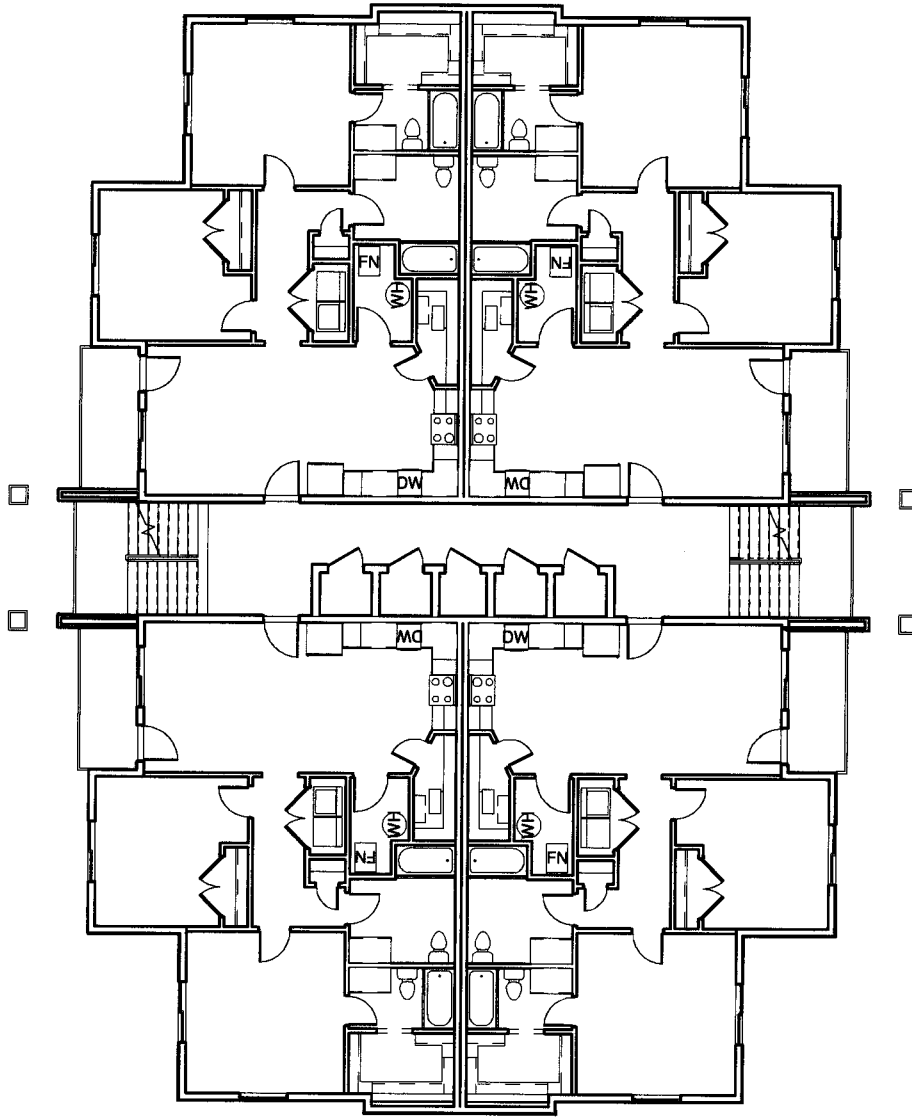
### FIRST FLOOR MILLER 16-PLEX

1338 S Frontal Drive #201  
Salt Lake City, UT 84108



206 W Center St,  
3rd Floor  
Salt Lake City, UT 84101  
801.725.5314  
gray@legacyhomedesign.com  
legacyhomedesign.com





SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	412 SF	Fourth Level	2827 SF
			10860 SF

COLOR VARIATION 4

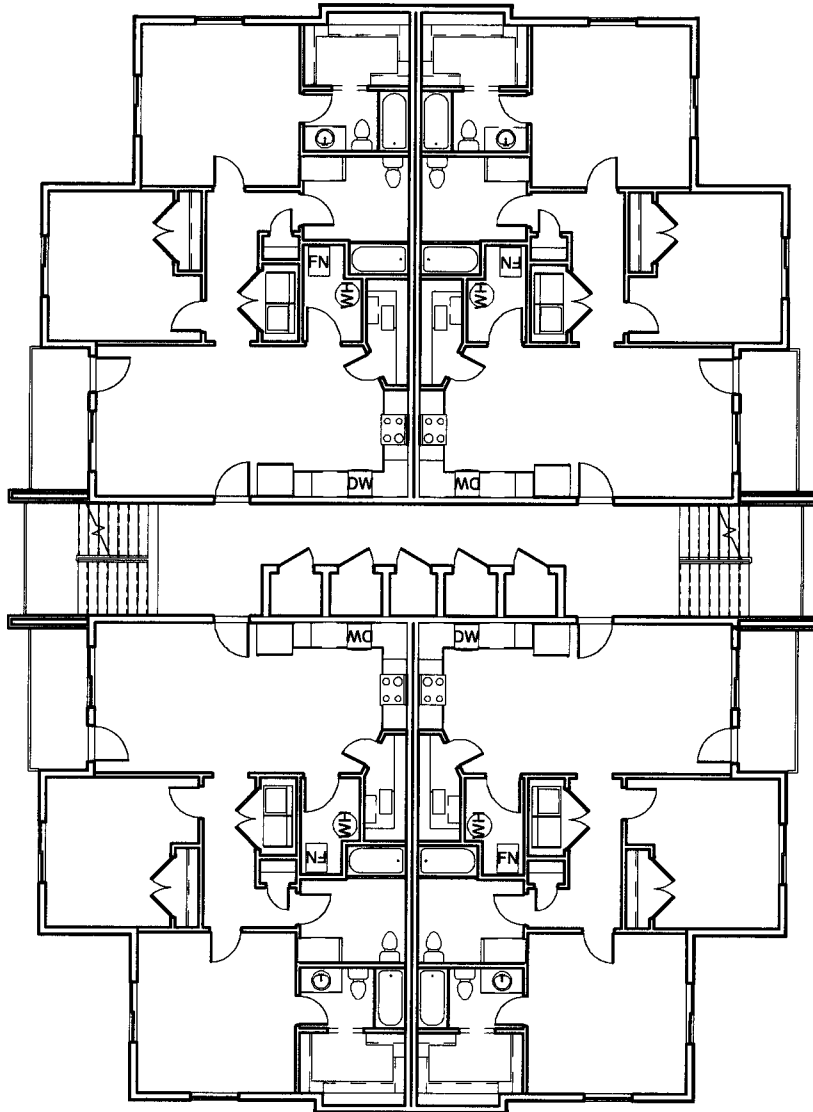
**SECOND FLOOR  
MILLER 16-PLEX**

1208 S. Ecclell Drive, #201  
Salt Lake City, UT 84108



255 W. Center St.  
Provo, UT 84601  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com





SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	1088 SF	Third Floor	4319 SF
Fourth Level	857 SF	Fourth Level	3457 SF
	4112 SF		16885 SF

COLOR VARIATION 4

### THIRD FLOOR MILLER 16-PLEX

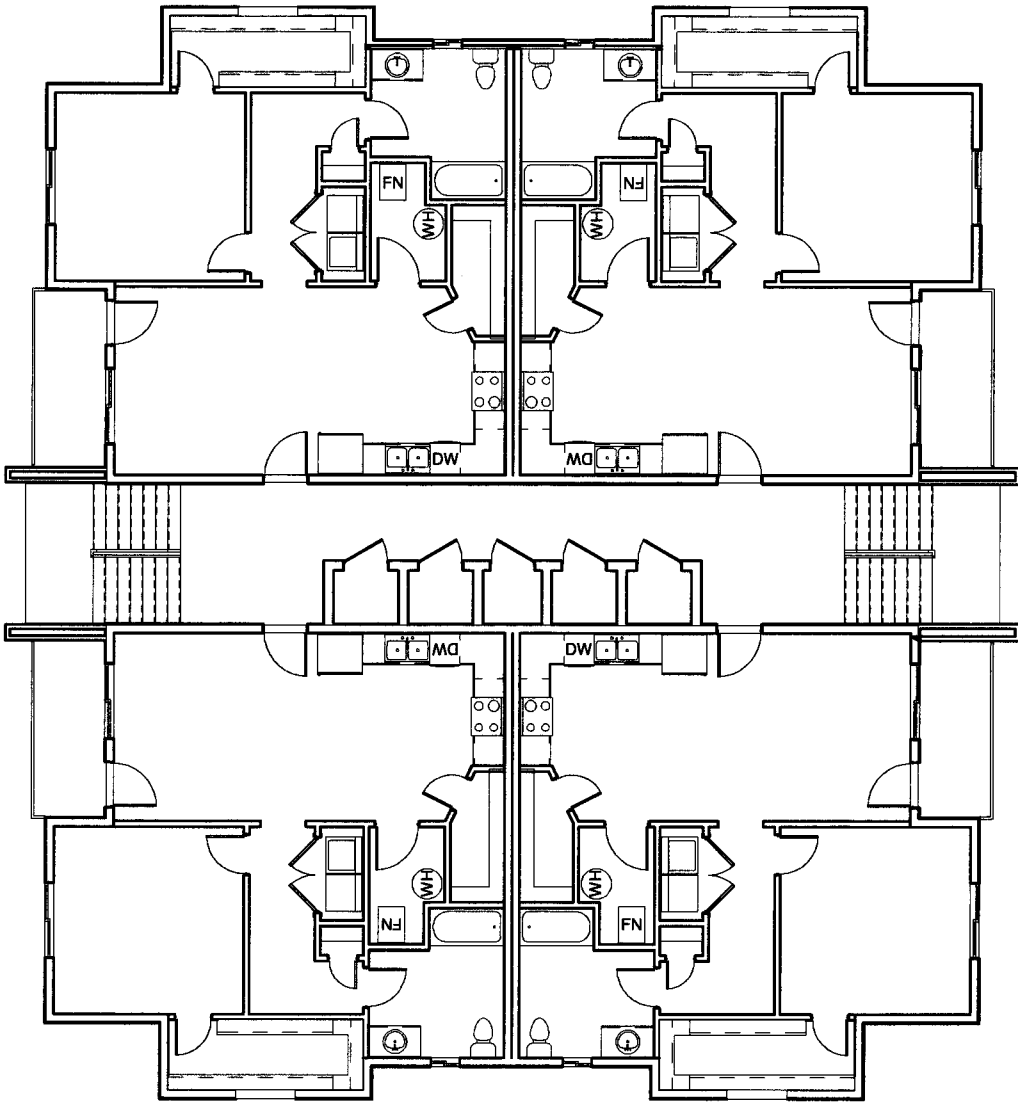
1038 S Foothill Drive #201  
Salt Lake City, UT 84106



295 W Center St.  
3rd Floor  
Salt Lake City, UT 84101  
801.725.5314  
greg@legacyhomedesign.com  
legacyhomedesign.com







SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	868 SF	Third Floor	4319 SF
Fourth Level	4112 SF	Fourth Level	16856 SF

COLOR VARIATION 4

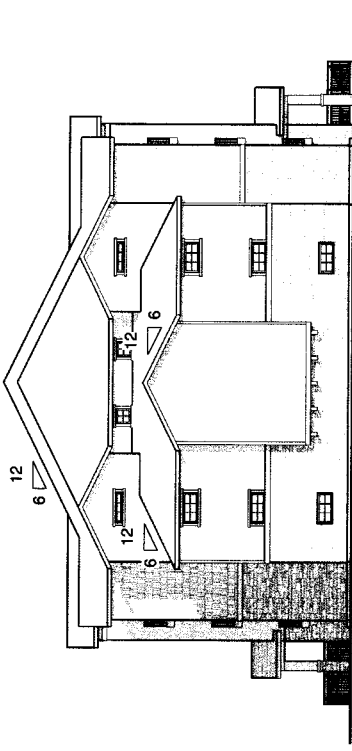
### FOURTH FLOOR MILLER 16-PLEX

1338 S Foothill Drive #201  
Salt Lake City, UT 84108

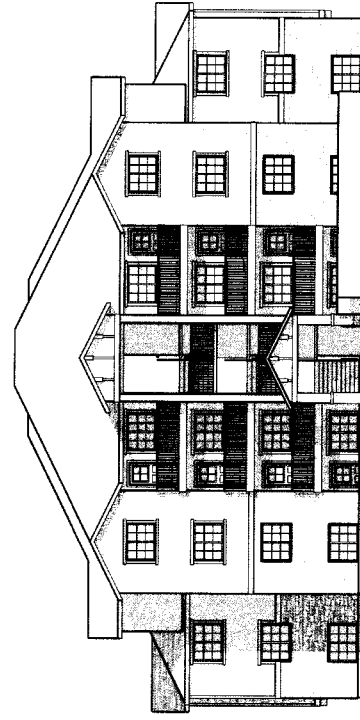


296 W Center St.  
3rd Floor - 64601  
Salt Lake City, UT 84103  
801.725.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com

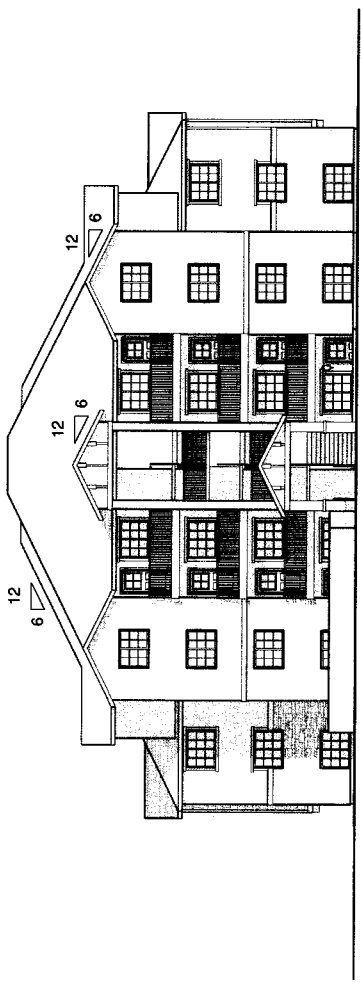




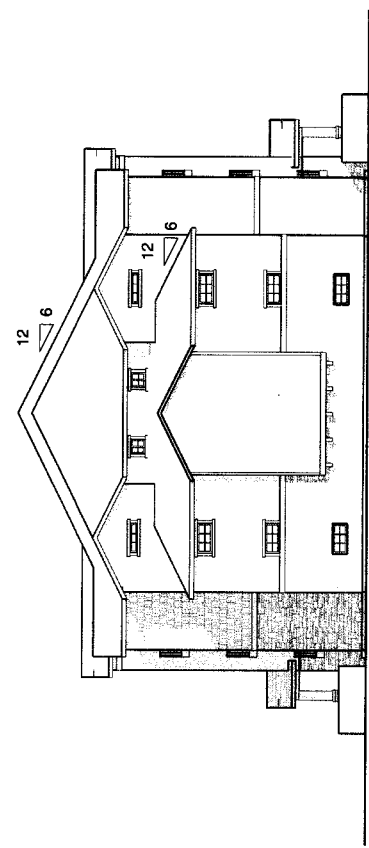
RIGHT ELEVATION



BACK ELEVATION



FRONT ELEVATION



LEFT ELEVATION

A.8

2/18/2020

SINGLE UNIT		BUILDING	
First Floor	1080 SF	First Floor	4319 SF
Second Floor	1088 SF	Second Floor	4319 SF
Third Floor	887 SF	Third Floor	3419 SF
Fourth Level	4112 SF	Fourth Level	16365 SF

COLOR VARIATION 4

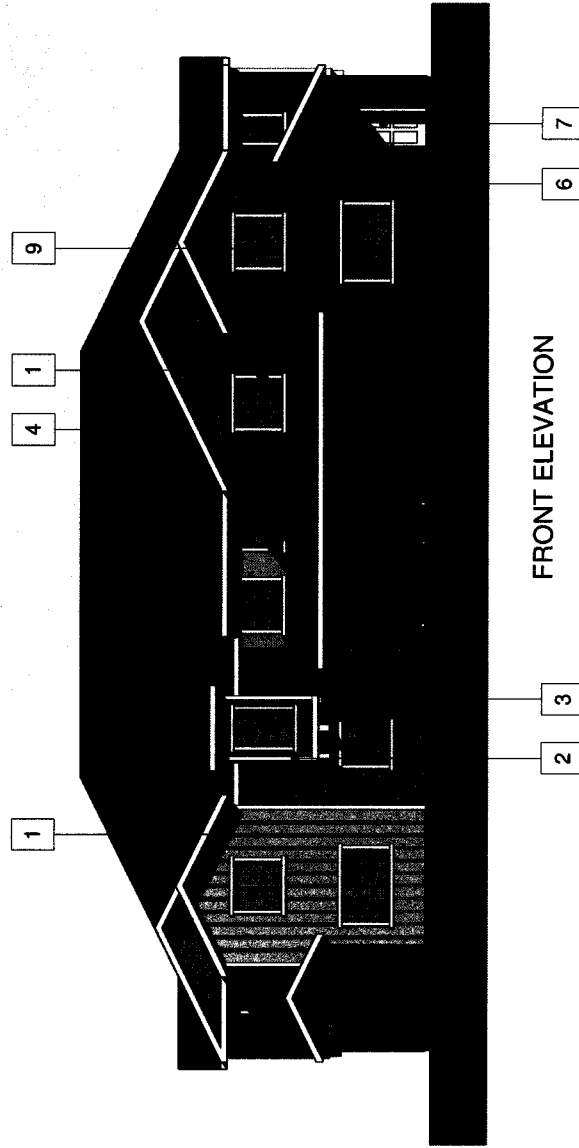
**ELEVATIONS**  
**MILLER 16-PLEX**

1338 S Federal Drive #201  
Salt Lake City, UT 84108



265 W Center St.  
Provo, UT 84601  
801.735.6314  
greg@legacymadison.com  
legacymadison.com





FRONT ELEVATION

**LEGEND**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

**SQUARE FOOTAGE**

	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
MAIN LEVEL	543 SF	517 SF	491 SF	566 SF	2160 SF
SECOND LEVEL	564 SF	565 SF	551 SF	977 SF	3270 SF
	1507 SF	1475 SF	1442 SF	1533 SF	6030 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1637 SF

4/20/2020

COLOR VARIATION 2

**ELEVATIONS  
GREGORY 4-PLEX**

1338 S Foothill Drive #201  
Salt Lake City, UT 84108



295 W Center St.  
3rd Floor  
Provo, UT 84601  
greg@legacymhomedesign.com  
legacymhomedesign.com



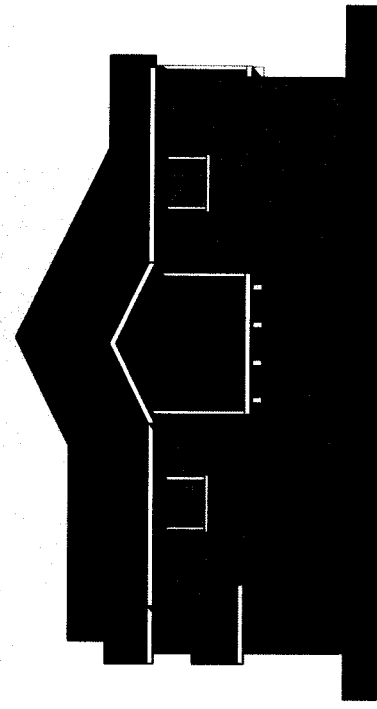
A.2

4/20/2020

SQUARE FOOTAGE			
MAIN LEVEL	UNIT A	UNIT B	UNIT C
543 SF	517 SF	566 SF	491 SF
864 SF	968 SF	951 SF	977 SF
1507 SF	1475 SF	1442 SF	1533 SF
GARAGE			409 SF
			409 SF
			1637 SF

COLOR VARIATION 2

RIGHT ELEVATION



ELEVATIONS  
GREGORY 4-PLEX

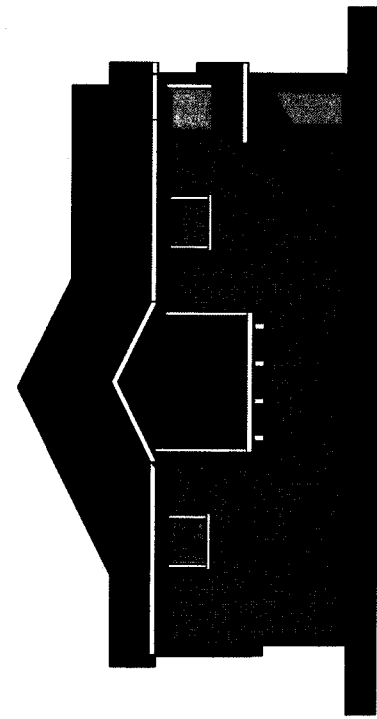
1938 S Fossil Drive #201  
Salt Lake City, UT 84108



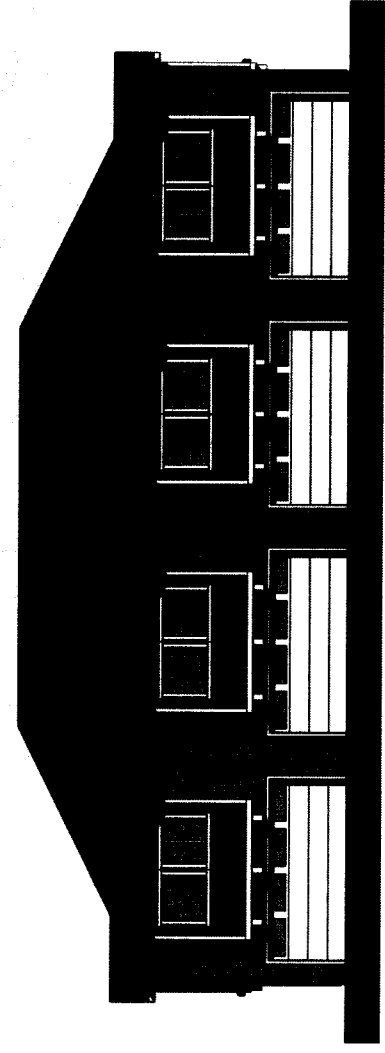
285 W Center St,  
3rd Floor, #4601  
801 725 8314  
greg@legacyhomedesign.com  
legacyhomedesign.com



LEFT ELEVATION



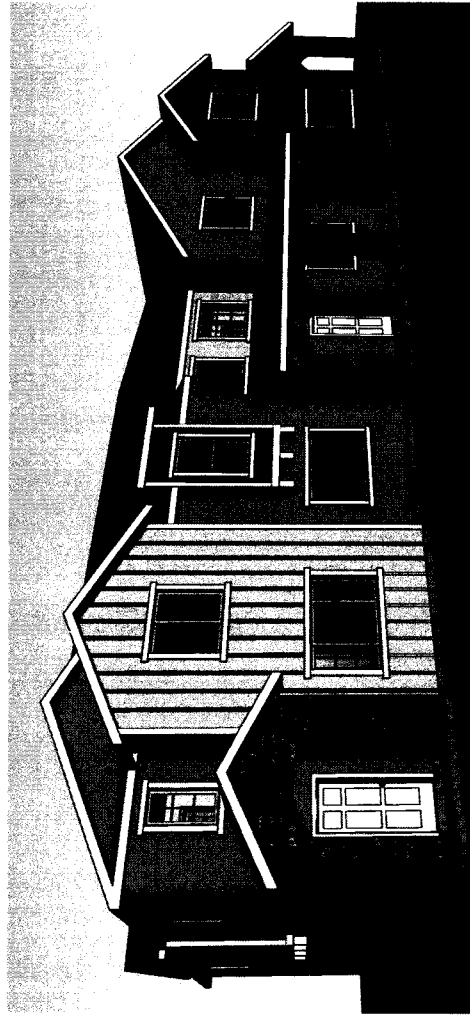
BACK ELEVATION



4/20/2020



REAR PERSPECTIVE



FRONT PERSPECTIVE

SQUARE FOOTAGE

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	543 SF	517 SF	491 SF	556 SF	2160 SF
GARAGE	964 SF	955 SF	951 SF	977 SF	3870 SF
	1507 SF	1475 SF	1442 SF	1533 SF	6030 SF
	409 SF	409 SF	409 SF	409 SF	1637 SF

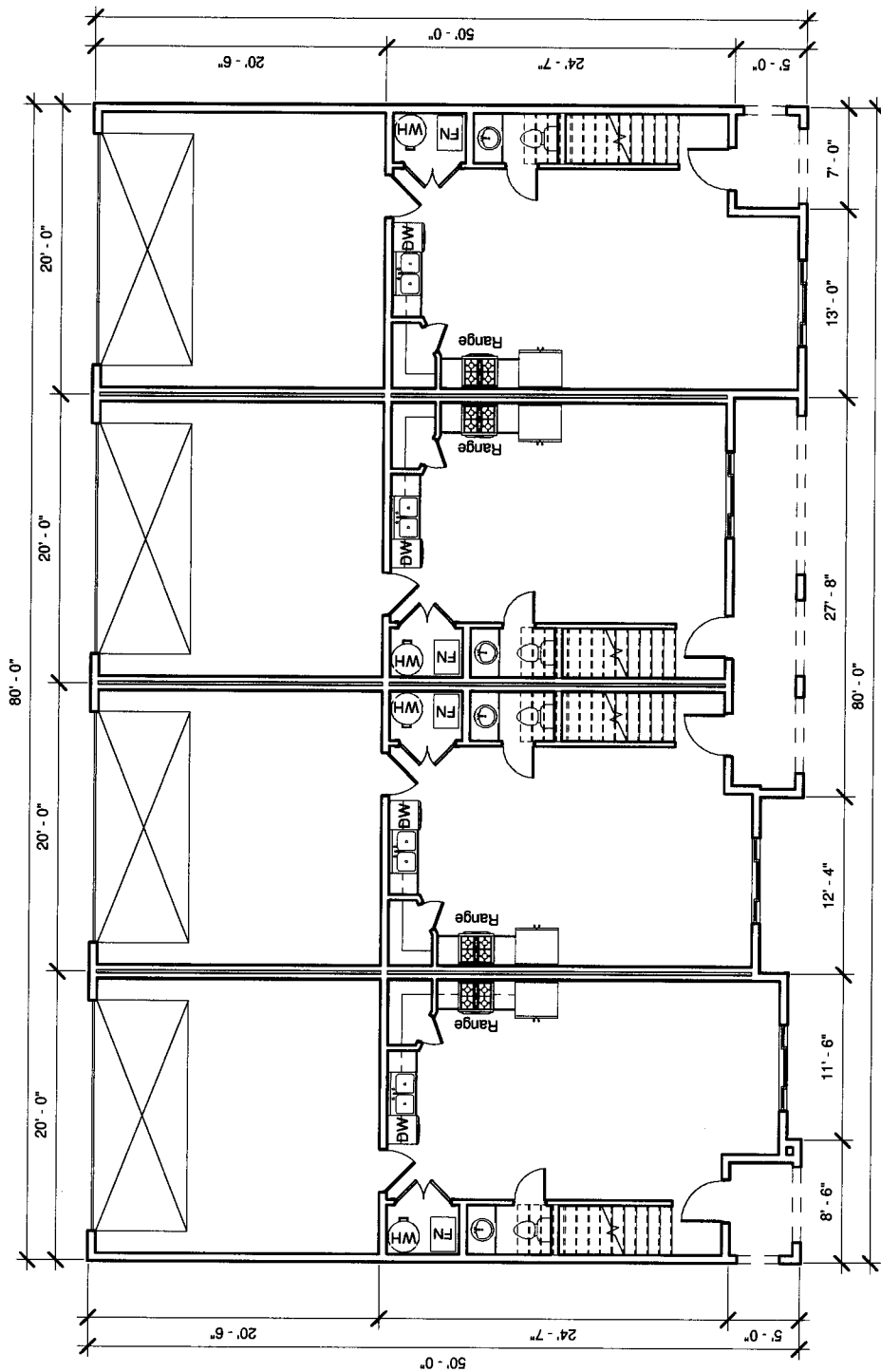
EXTERIOR PERSPECTIVES  
 GREGORY 4-PLEX  
 COLOR VARIATION 2

1338 S Football Drive #201  
 Salt Lake City, UT 84108



285 W Center St.  
 3rd Floor #4601  
 Salt Lake City, UT 84119  
 greg@legacymhomedesign.com  
 legacymhomedesign.com





**SQUARE FOOTAGE**

MAIN LEVEL	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
SECOND LEVEL	543 SF	517 SF	491 SF	566 SF	2160 SF
	964 SF	958 SF	951 SF	977 SF	3970 SF
	1507 SF	1475 SF	1442 SF	1533 SF	6030 SF
GARAGE	409 SF	409 SF	409 SF	409 SF	1637 SF

**COLOR VARIATION 2**

**FIRST FLOOR  
GREGORY 4-PLEX**

1035 S Forest Drive, #201  
Salt Lake City, UT 84108

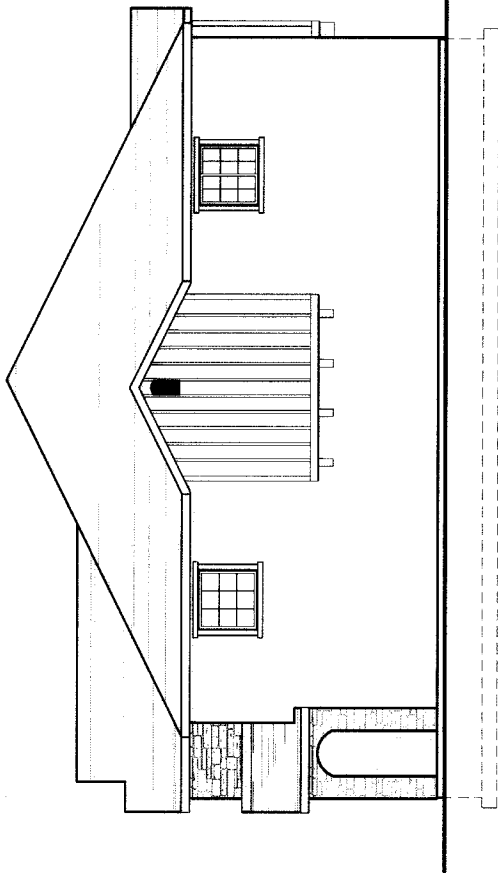


265 W Center St.  
3rd Floor, Salt Lake City, UT 84111  
801.735.8314  
greg@legacyhomedesign.com  
legacyhomedesign.com

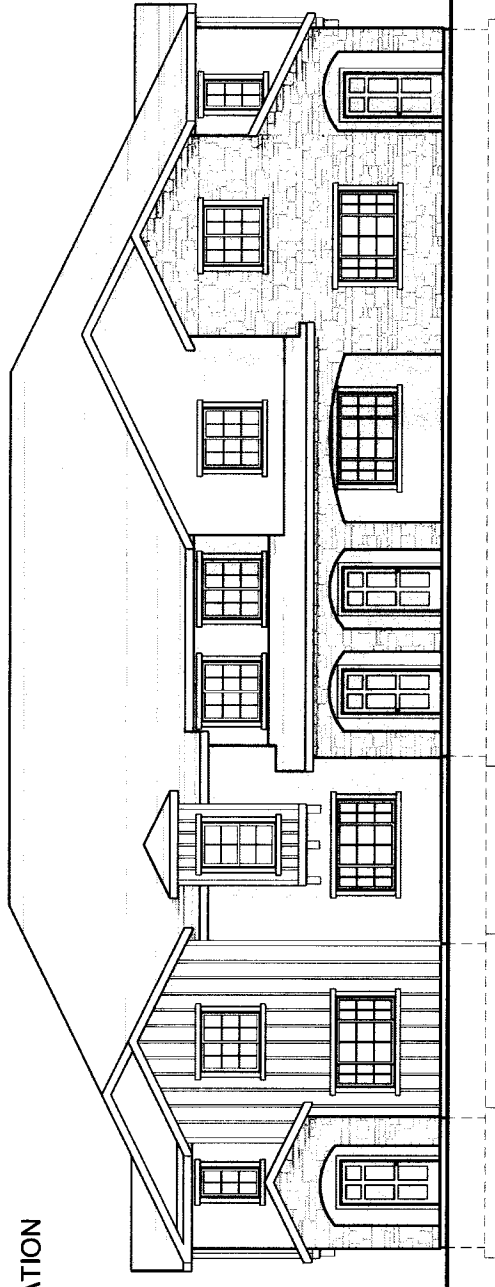




4/20/2020



RIGHT ELEVATION



FRONT ELEVATION

SQUARE FOOTAGE	
UNIT A	409 SF
UNIT B	409 SF
UNIT C	409 SF
UNIT D	409 SF
BUILDING	1637 SF
MAIN LEVEL	1507 SF
SECOND LEVEL	130 SF
GARAGE	1837 SF

COLOR VARIATION 2

### ELEVATIONS GREGORY 4-PLEX

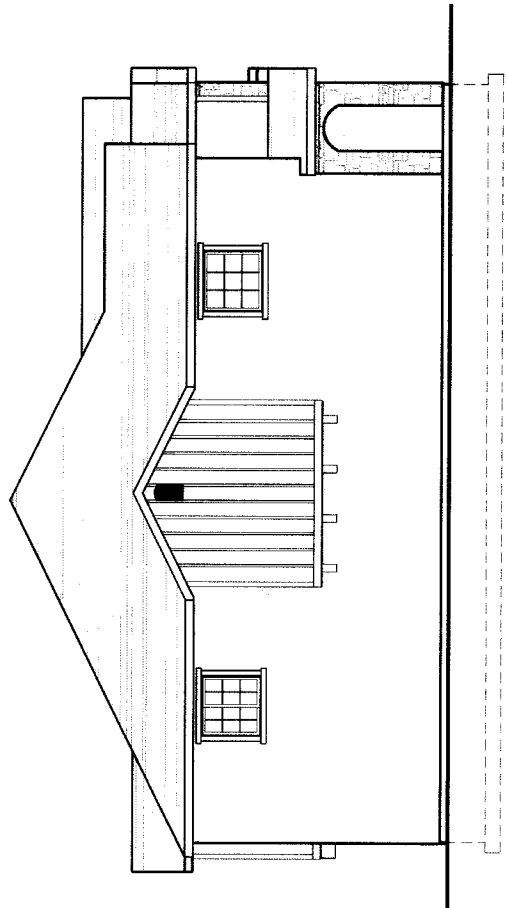
1338 S. Forest Drive #201  
Salt Lake City, UT 84108



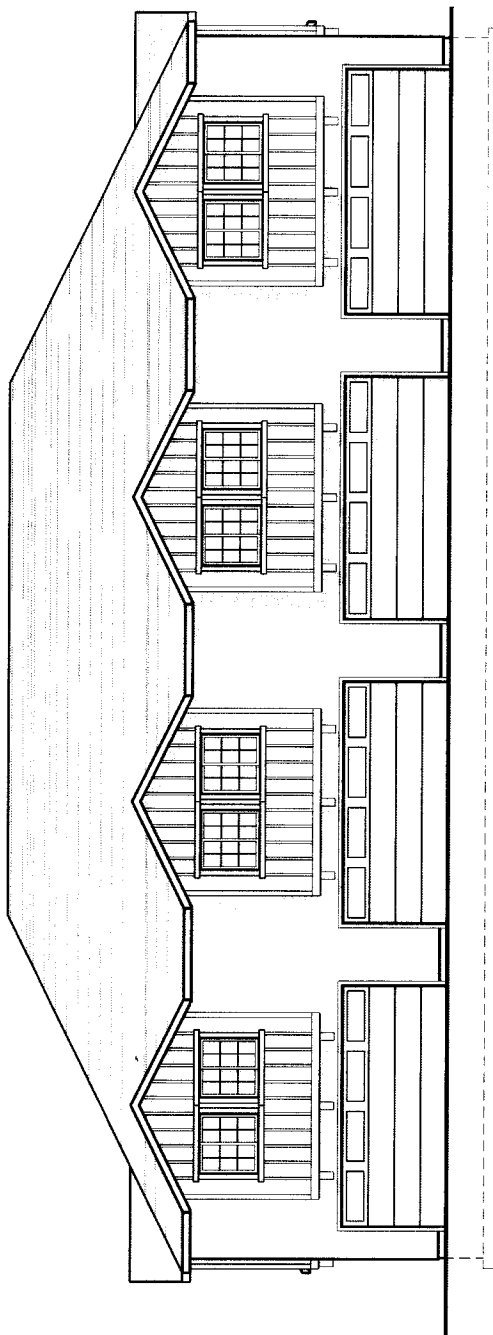
295 W Center St.  
3rd Floor UT 84601  
801.725.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com







LEFT ELEVATION



BACK ELEVATION

285 W. Center St.  
5th Floor, Salt Lake City, UT 84101  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



1035 S. Forest Drive #201  
Salt Lake City, UT 84108

**ELEVATIONS**  
**GREGORY 4-PLEX**

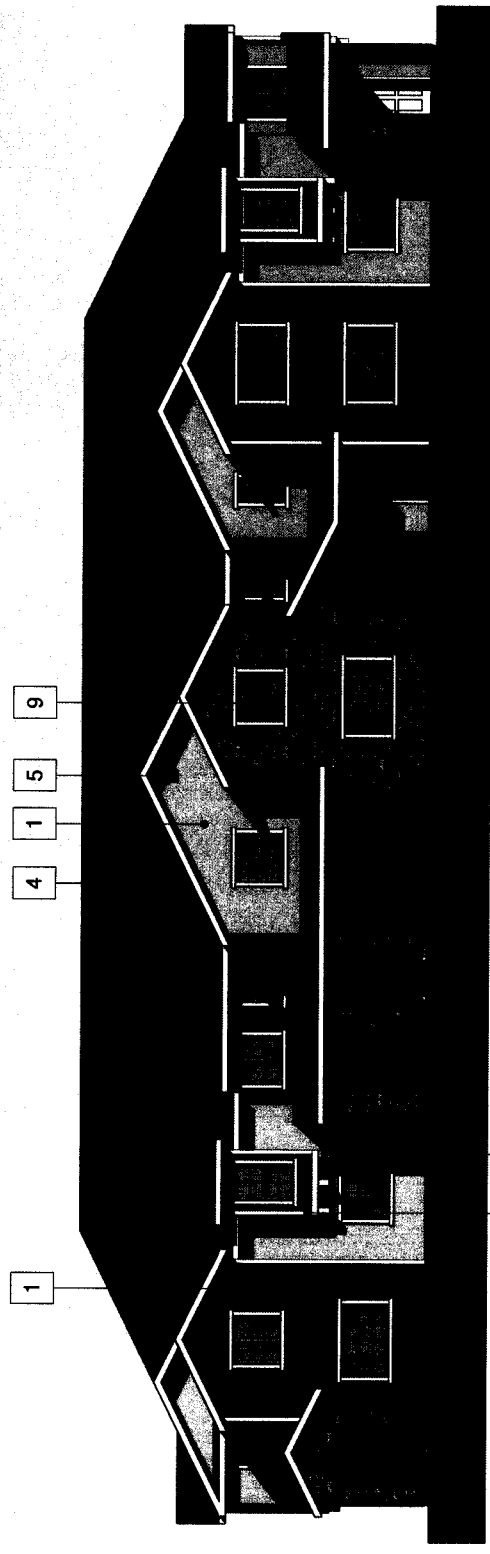
COLOR VARIATION 2

**SQUARE FOOTAGE**

	UNIT A	UNIT B	UNIT C	UNIT D	BUILDING
MAIN LEVEL	543 SF	517 SF	491 SF	556 SF	2189 SF
SECOND LEVEL	564 SF	528 SF	453 SF	577 SF	2122 SF
GARAGE	1507 SF	1473 SF	1442 SF	1553 SF	6000 SF
	408 SF	408 SF	408 SF	408 SF	1637 SF

4/20/2020

A.7



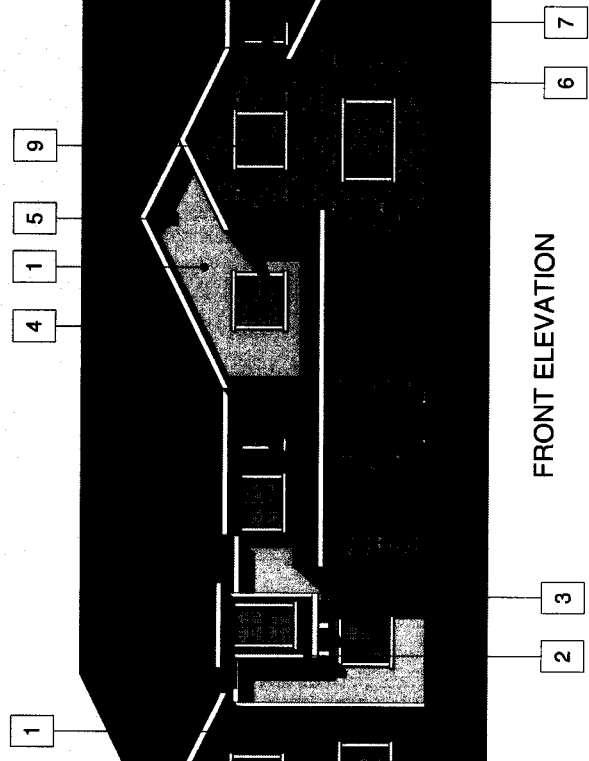
**LEGEND**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

**SQUARE FOOTAGE**

MAIN LEVEL	SECOND LEVEL	GARAGE	UNIT	BUILDING
530 SF	599 SF	409 SF	530 SF	3161 SF
	1499 SF		575 SF	892 SF
				2455 SF

**FRONT ELEVATION**



**ELEVATIONS  
GREGORY 6-PLEX**

COLOR VARIATION 3

1338 S Fourth Drive #201  
Salt Lake City, UT 84116



295 W Center St.  
3rd Floor UT 84601  
801.795.6314  
grag@legacyhomedesign.com  
legacyhomedesign.com



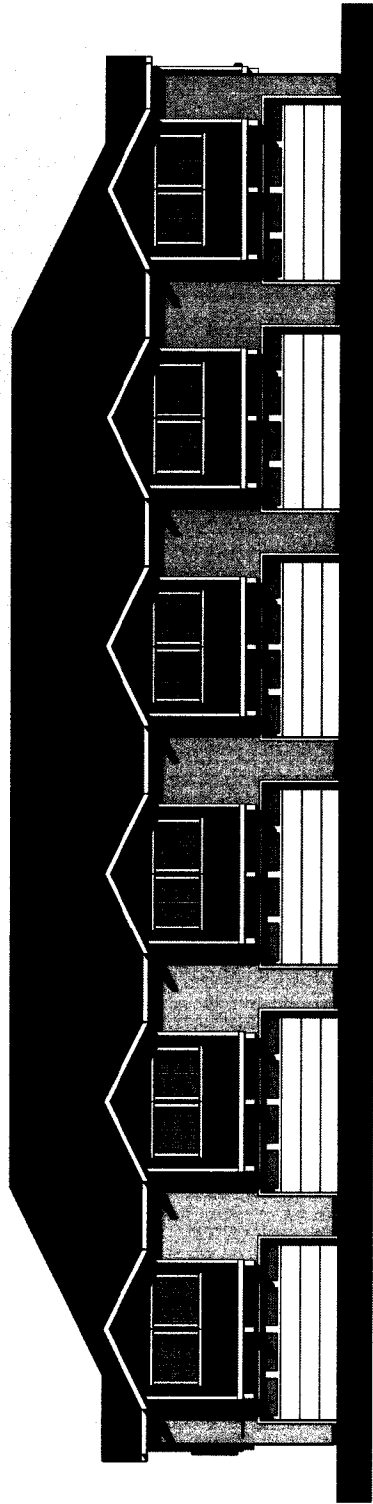
A.2

4/20/2020

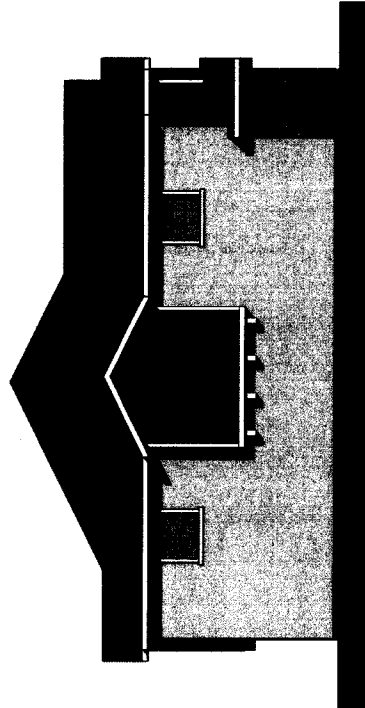
SQUARE FOOTAGE

MAIN LEVEL	UNIT	BUILDING
955 SF	500 SF	3181 SF
1485 SF	1485 SF	9791 SF
		8832 SF
GARAGE		2165 SF

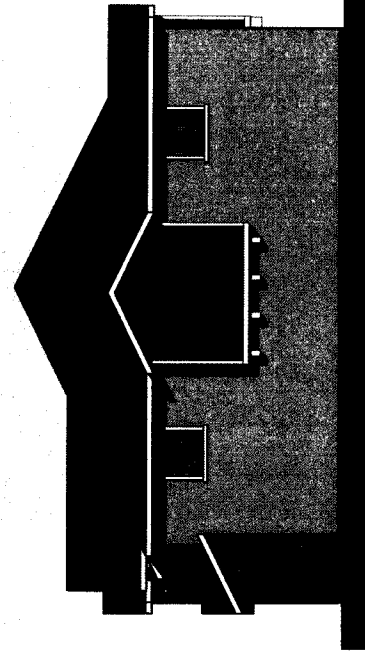
COLOR VARIATION 3



BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

ELEVATIONS  
GREGORY 6-PLEX

1338 S Forthall Drive #201  
Salt Lake City, UT 84108



288 W Center St.  
3rd Floor  
Provo, UT 84601  
greg@legacyhomedesign.com  
legacyhomedesign.com



A.3

4/20/2020

SQUARE FOOTAGE	
MAIN LEVEL	530 SF
SECOND LEVEL	669 SF
BUILDING	3161 SF
UNIT	5751 SF
SECOND LEVEL	1489 SF
GARAGE	409 SF
	2455 SF

FRONT PERSPECTIVE

EXTERIOR PERSPECTIVES  
GREGORY 6-PLEX COLOR VARIATION 3

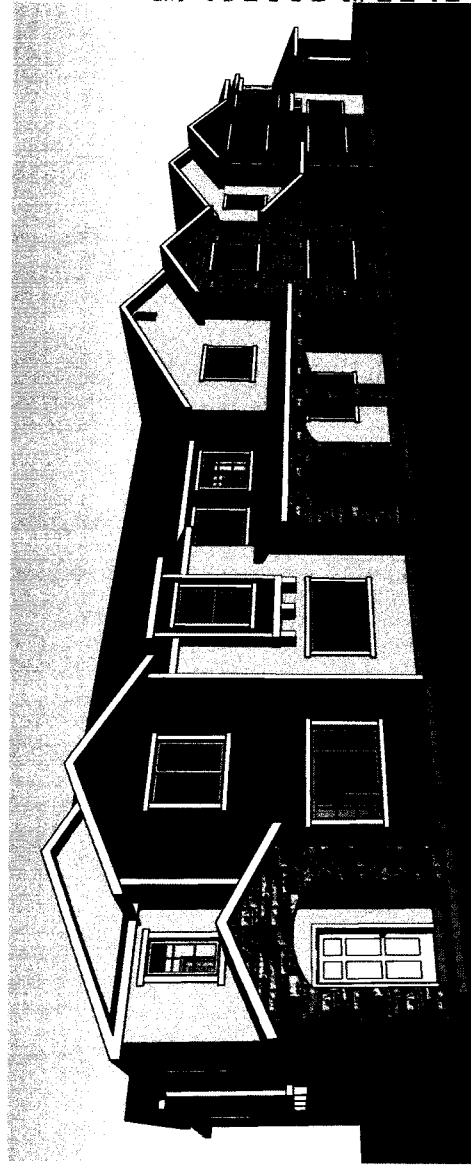
1338 S Foothill Drive #201  
Salt Lake City, UT 84108

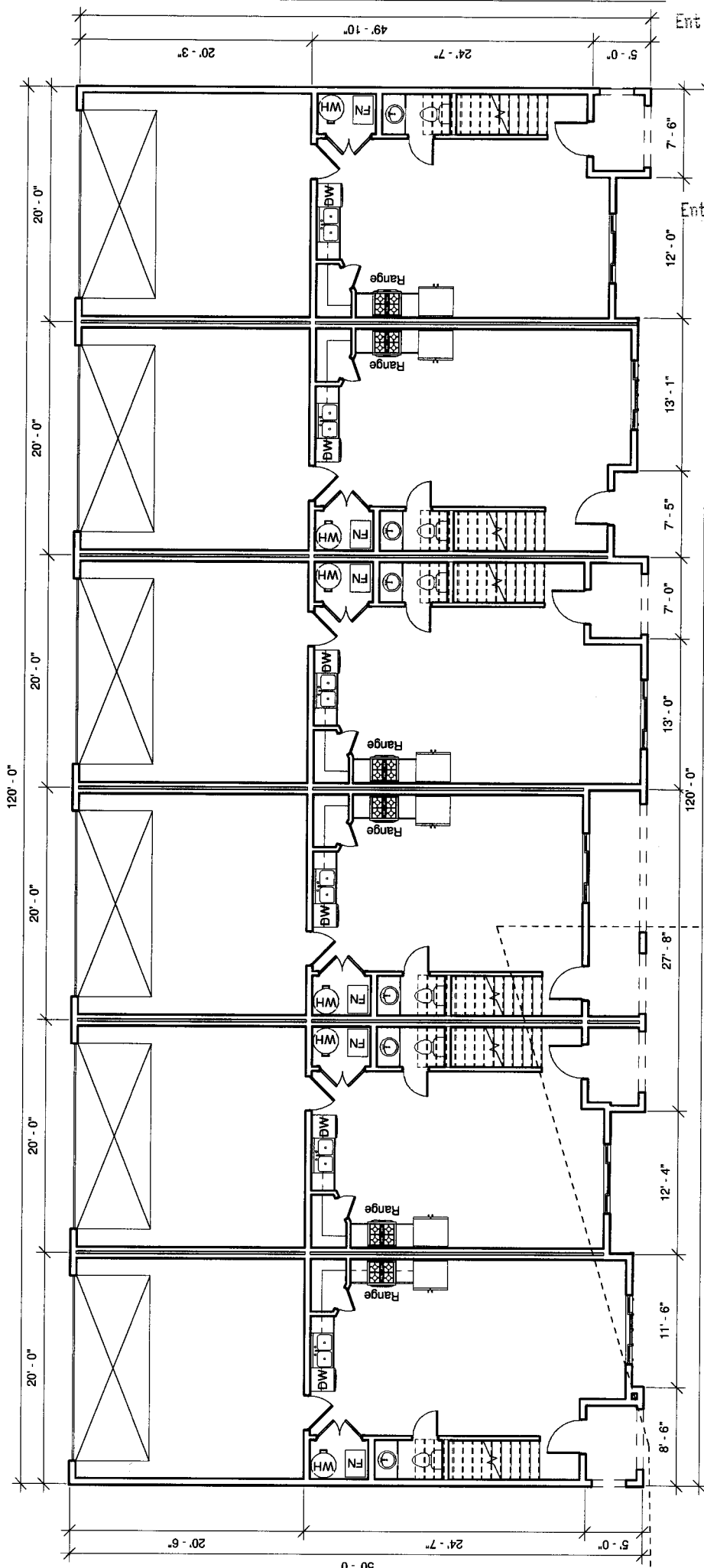


295 W Center St,  
3rd Floor #4001  
Salt Lake City, UT 84111  
greg@legacyhomedesign.com  
legacyhomedesign.com



REAR PERSPECTIVE





A.4

4/20/2020

**SQUARE FOOTAGE**

MAIN LEVEL	530 SF	BUILDING	3181 SF
SECOND LEVEL	1489 SF	UNIT	882 SF
GARAGE	408 SF		2455 SF

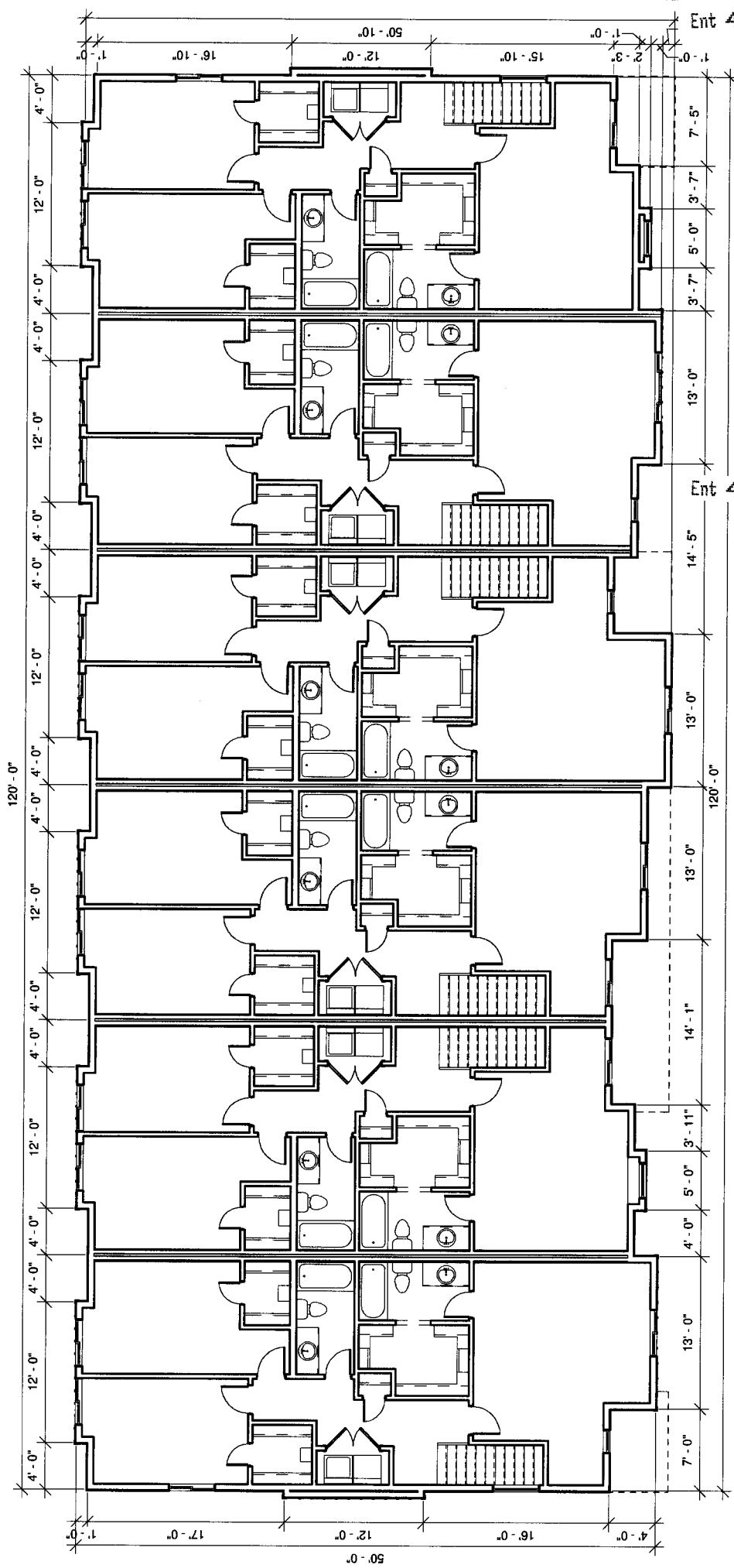
**FIRST FLOOR**  
**GREGORY 6-PLEX**  
 COLOR VARIATION 3

1338 S Escalante Drive #201  
 Salt Lake City, UT 84108



285 W Center St.  
 Provo, UT 84601  
 801.735.8314  
 greg@legacyhomedesign.com  
 legacyhomedesign.com





A.5

4/20/2020

SQUARE FOOTAGE	
UNIT	BUILDING
530 SF	3181 SF
MARK LEVEL	5751 SF
SECOND LEVEL	1488 SF
GARAGE	468 SF
	2455 SF

**SECOND FLOOR**  
**GREGORY 6-PLEX**

COLOR VARIATION 3

1338 S. English Drive #301  
Salt Lake City, UT 84108



295 W Center St.  
Provo, UT 84601  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



SQUARE FOOTAGE	
UNIT	BUILDING
MAIN LEVEL	530 SF
SECOND LEVEL	318 SF
	575 SF
	852 SF
GARAGE	469 SF
	2455 SF

COLOR VARIATION 3

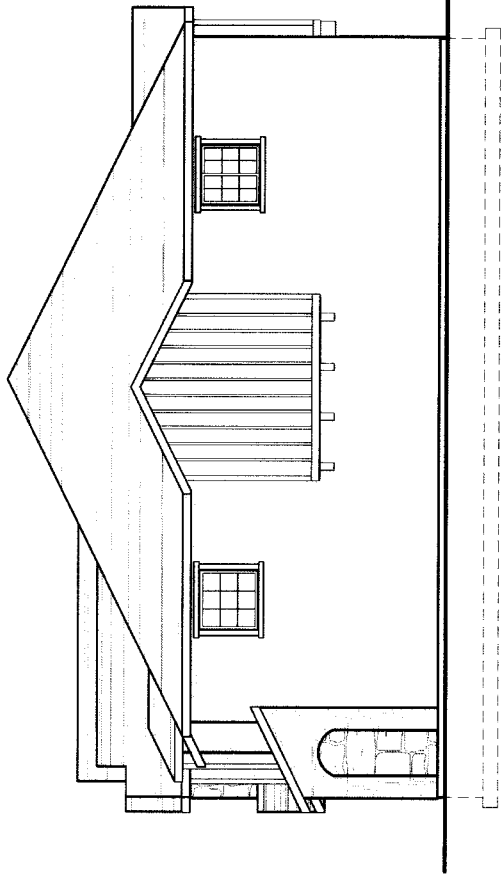
FRONT ELEVATION

ELEVATIONS  
GREGORY 6-PLEX

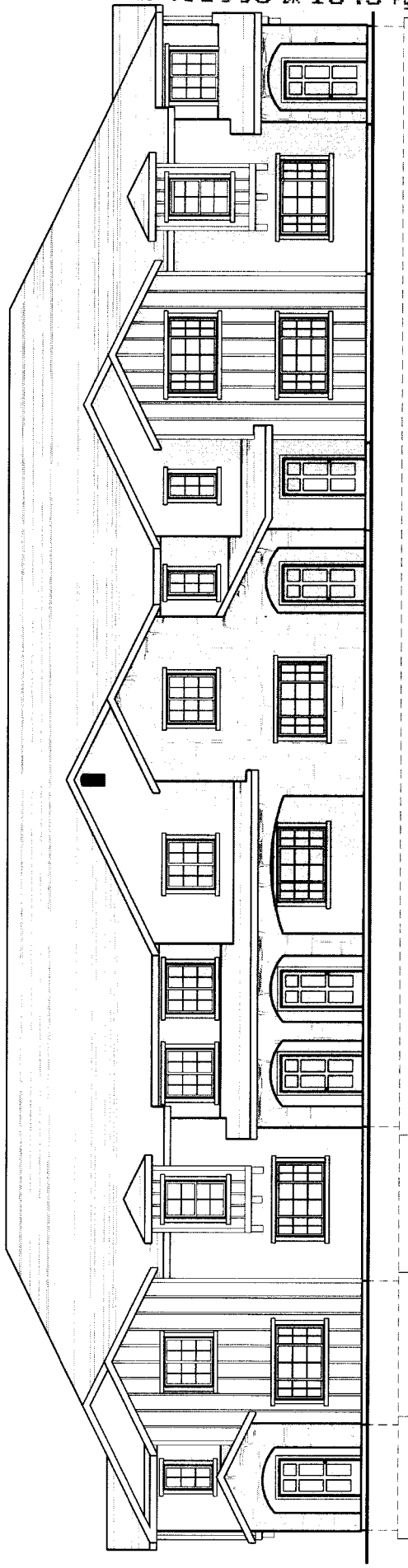
1338 S Fourth Drive #601  
Salt Lake City, UT 84116



298 W Center St,  
3rd Floor 84801  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



RIGHT ELEVATION



FRONT ELEVATION

SQUARE FOOTAGE	
MAIN LEVEL	590 SF
SECOND LEVEL	1469 SF
GARAGE	409 SF
<b>BUILDING</b>	<b>3161 SF</b>
<b>UNIT</b>	<b>5751 SF</b>
<b>SECOND LEVEL</b>	<b>8632 SF</b>
<b>GARAGE</b>	<b>2465 SF</b>

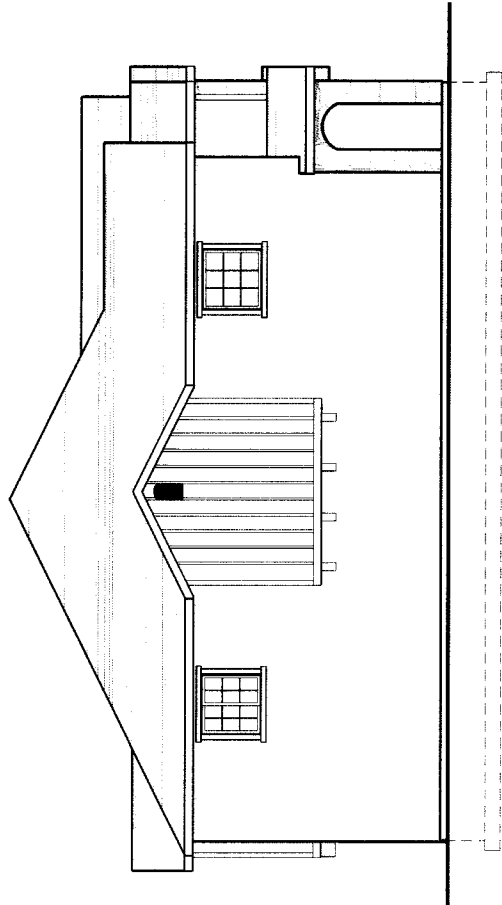
COLOR VARIATION 3

**ELEVATIONS**  
**GREGORY 6-PLEX**

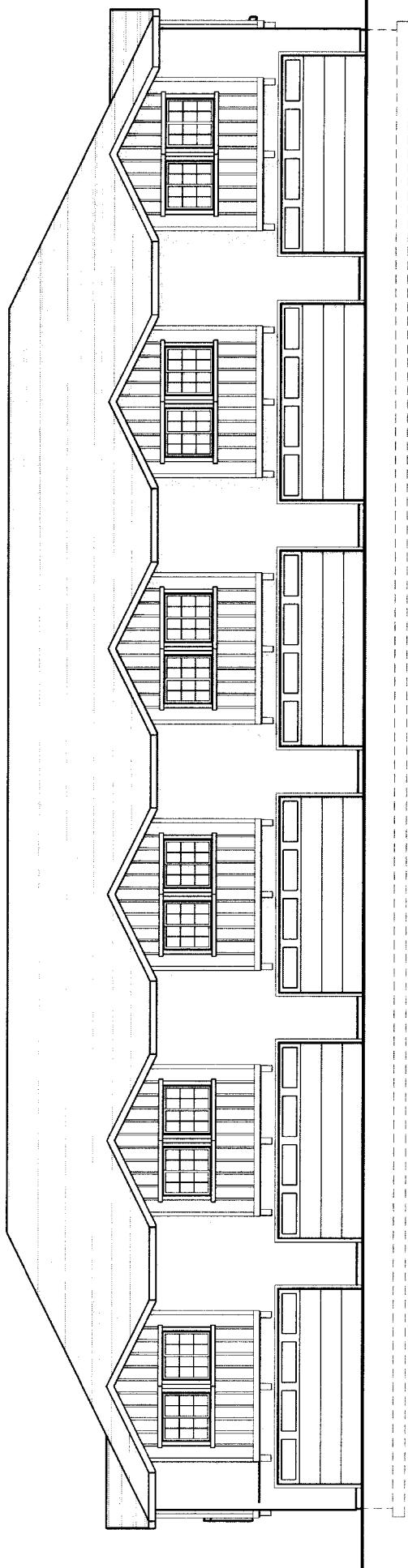
1338 S Foothill Drive #201  
 Salt Lake City, UT 84108



295 W Center St,  
 3rd Floor  
 Provo, UT 84601  
 greg@spacelinedesign.com  
 legacy/homeidesign.com



LEFT ELEVATION



BACK ELEVATION



**LEGEND**

- 1 STUCCO
- 2 STUCCO w/ FOAM TRIM - SMOOTH FINISH
- 3 STUCCO w/ FOAM CORBEL - SMOOTH FINISH
- 4 ASPHALT SHINGLE
- 5 FAUX GABLE VENT
- 6 STONE
- 7 FIBERGLASS ENTRY DOOR
- 8 METAL SECTIONAL GARAGE DOOR
- 9 VINYL FRAMED WINDOWS

**SQUARE FOOTAGE**

UNIT	BUILDING
MAIN LEVEL	527 SF
SECOND LEVEL	4219 SF
	7932 SF
	1486 SF
	11882 SF
GARAGE	469 SF
	3273 SF

**ELEVATIONS**  
**GREGORY 8-PLEX**

COLOR VARIATION 4

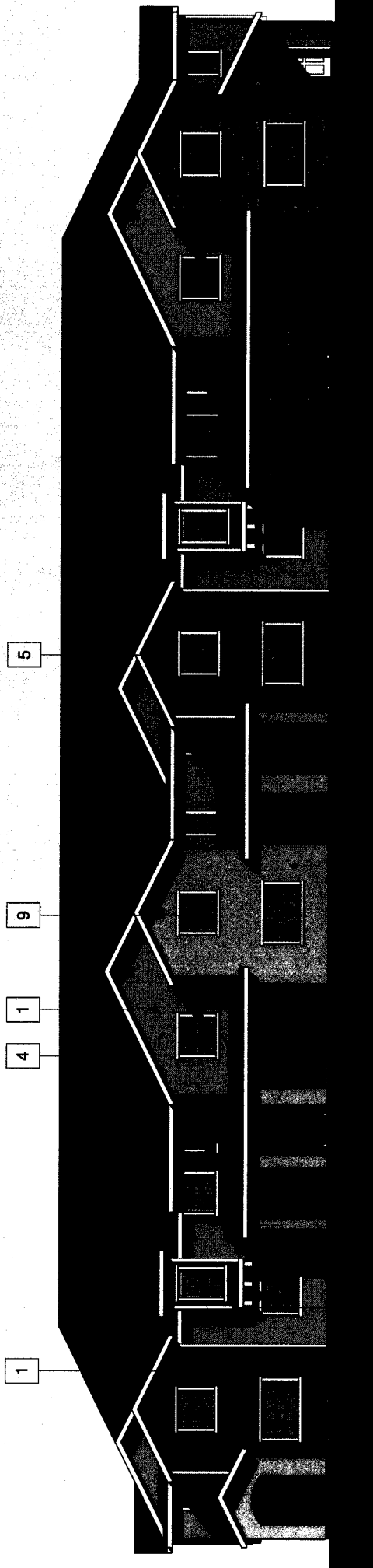
1038 S Forks Drive, #201  
Salt Lake City, UT 84108



285 W Center St,  
3rd Floor  
Salt Lake City, UT 84101  
801.735.6314  
greg@legacyhomedesign.com  
legacyhomedesign.com



**FRONT ELEVATION**

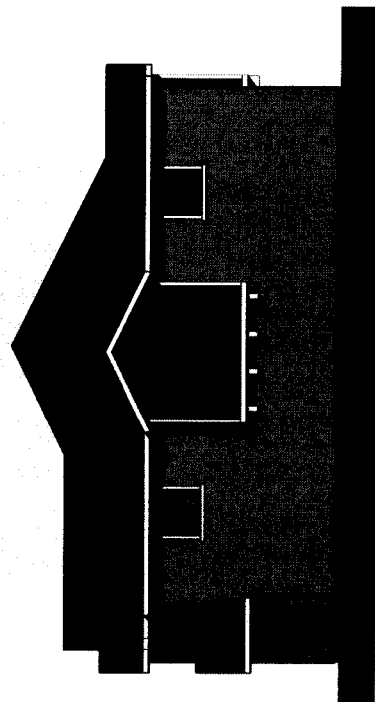


A.2

4/21/2020

SQUARE FOOTAGE	
UNIT	BUILDING
MAIN LEVEL	527 SF
SECOND LEVEL	4519 SF
	959 SF
	7673 SF
	1486 SF
	11862 SF
GARAGE	
	408 SF
	3273 SF

RIGHT ELEVATION



COLOR VARIATION 4

ELEVATIONS  
GREGORY 8-PLEX

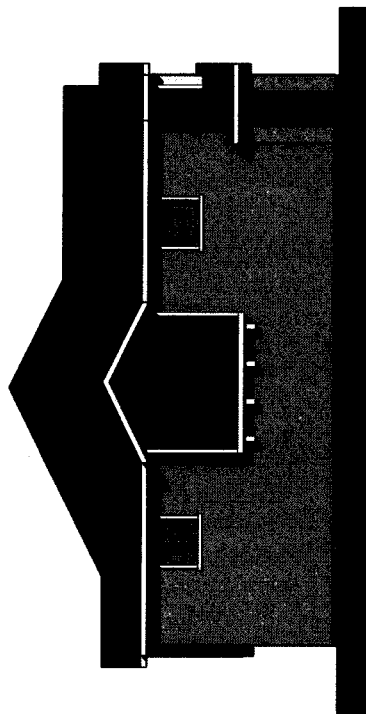
1098 S. Foothill Drive #201  
Salt Lake City, UT 84108



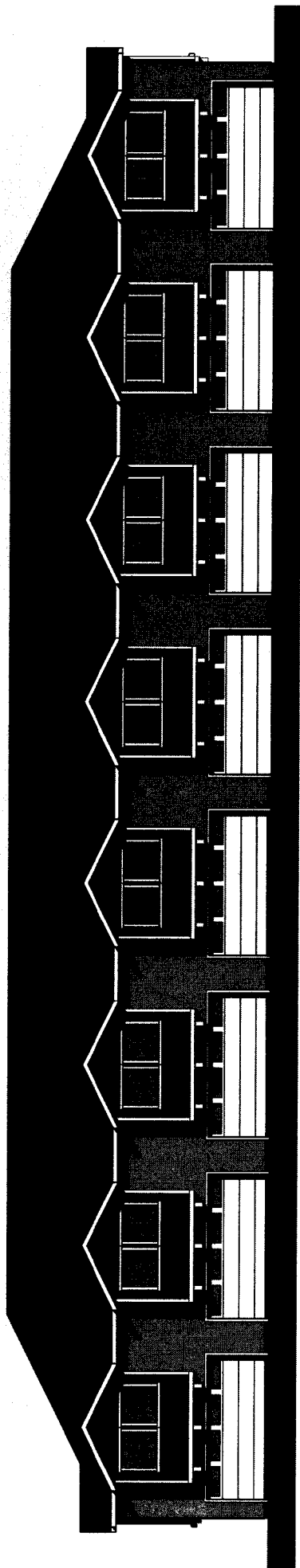
295 W. Center St.  
3rd Floor  
Salt Lake City, UT 84101  
801.226.8314  
greg@legacyhomedesign.com  
legacyhomedesign.com



LEFT ELEVATION

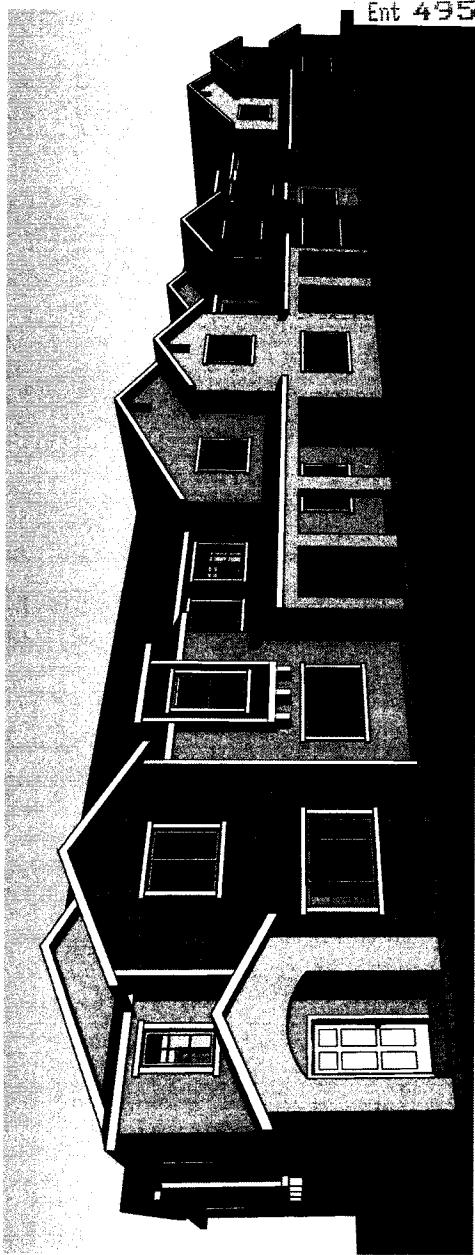


BACK ELEVATION





REAR PERSPECTIVE



FRONT PERSPECTIVE

285 W Center St,  
3rd Floor, #1601  
Salt Lake City, UT 84111  
greg@legacyhomedesign.com  
legacyhomedesign.com



1381 S Fossil Hill Drive #201  
Salt Lake City, UT 84118



EXTERIOR PERSPECTIVES  
GREGORY 8-PLEX COLOR VARIATION 4

SQUARE FOOTAGE	
MAIN LEVEL	UNIT
527 SF	4219 SF
359 SF	7873 SF
1486 SF	11682 SF
GARAGE	489 SF
	3273 SF

4/21/2020

A.3

A.4

4/21/2020

SQUARE FOOTAGE

MAIN LEVEL	UNIT	BUILDING
327 SF	527 SF	4219 SF
SECOND LEVEL	1488 SF	7673 SF
GARAGE	408 SF	11882 SF
		3273 SF

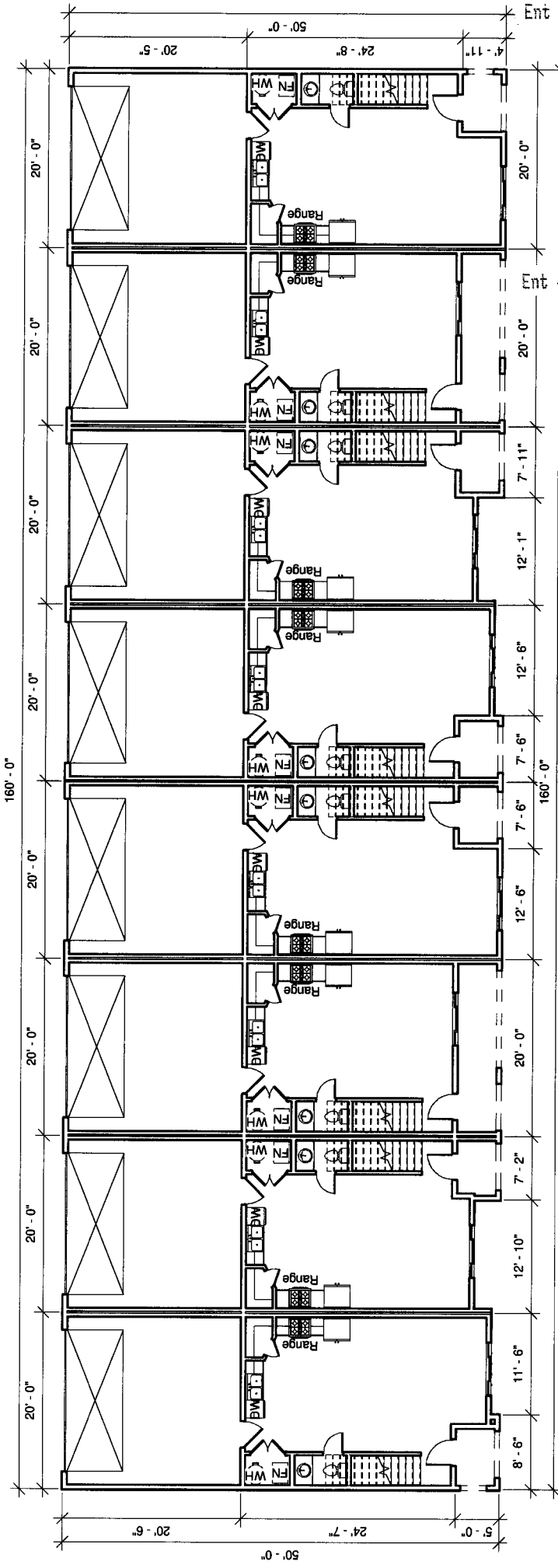
COLOR VARIATION 4

FIRST FLOOR  
GREGORY 8-PLEX

1338 S Federal Drive #201  
Salt Lake City, UT 84108



285 W Center St.  
Salt Lake City, UT 84601  
801.735.6314  
grey@legacyhomedesign.com  
legacyhomedesign.com



50'-0"

20'-6"

24'-7"

5'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

160'-0"

160'-0"

160'-0"

160'-0"

160'-0"

8'-6"

11'-6"

12'-10"

7'-2"

12'-6"

7'-6"

12'-6"

12'-1"

7'-11"

20'-0"

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4/21/2020

SQUARE FOOTAGE	
MAIN LEVEL	BUILDING
527 SF	4219 SF
959 SF	7673 SF
1486 SF	11862 SF
GARAGE	
408 SF	3273 SF

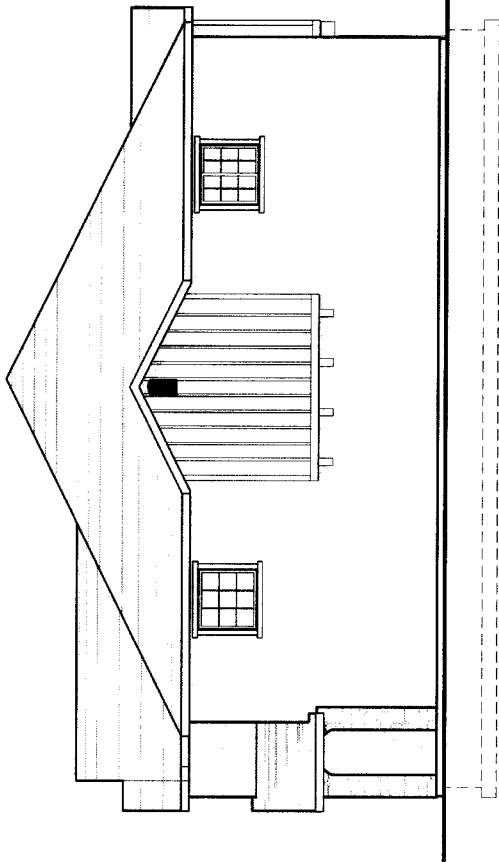
COLOR VARIATION 4

# ELEVATIONS GREGORY 8-PLEX

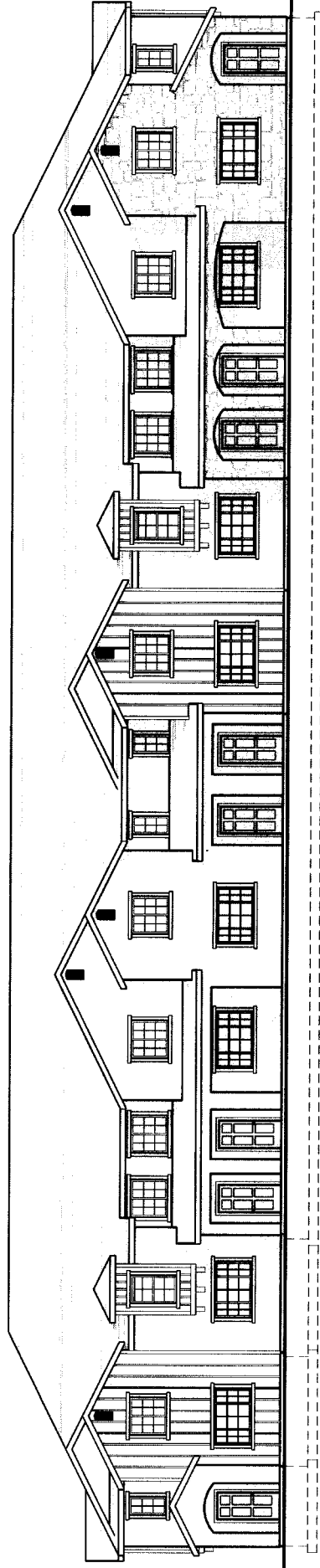
1338 S Foothill Drive, #501  
Salt Lake City, UT 84115



285 W Center St,  
3rd Floor, Salt Lake City, UT 84101  
801.235.8314  
greg@legacyhomedesign.com  
legacyhomedesign.com



RIGHT ELEVATION



FRONT ELEVATION

4/21/2020

SQUARE FOOTAGE	
MAIN LEVEL	527 SF
SECOND LEVEL	559 SF
GARAGE	1486 SF
BUILDING UNIT	4219 SF
	7273 SF
	11692 SF
	409 SF
	3273 SF

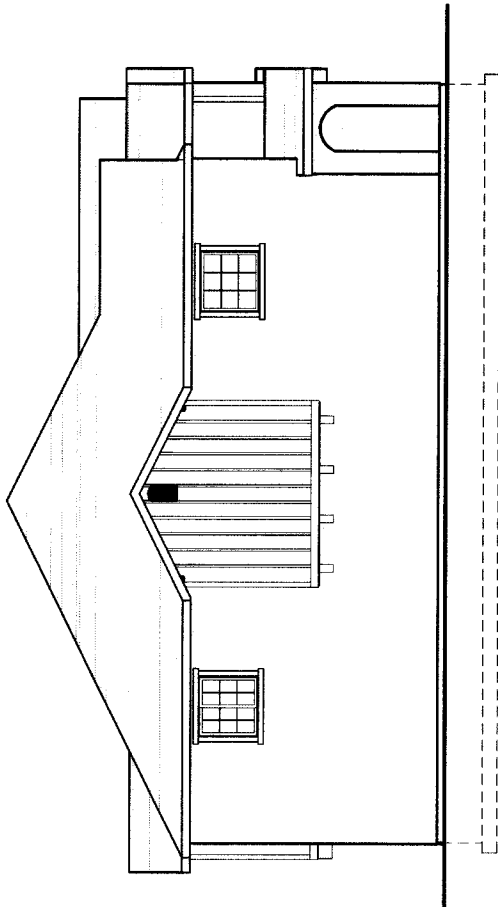
COLOR VARIATION 4

# ELEVATIONS GREGORY 8-PLEX

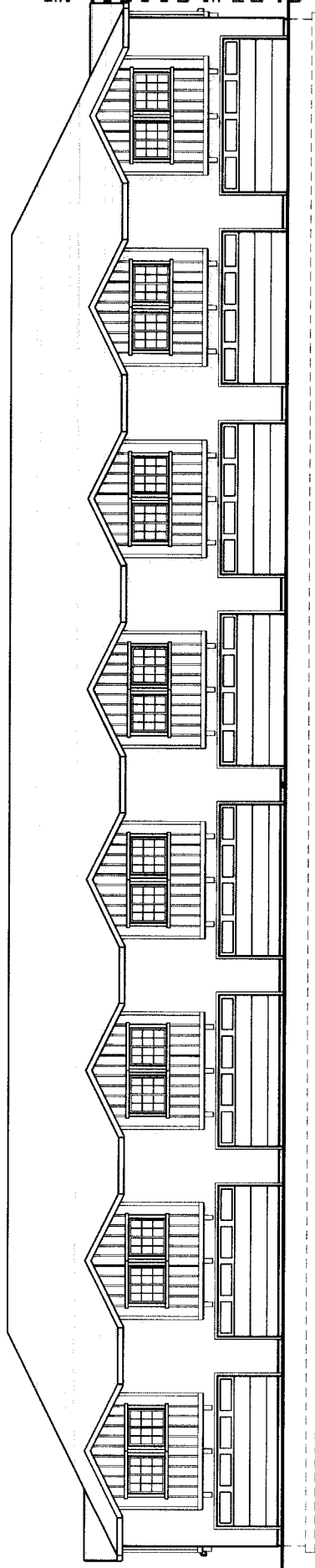
1338 S. Foothill Drive, #201  
Salt Lake City, UT 84108



285 W. Center St.  
3rd Floor, #601  
Salt Lake City, UT 84101  
801.735.6314  
grey@legacyhomedesign.com  
legacyhomedesign.com



LEFT ELEVATION



BACK ELEVATION

**EXHIBIT E**  
**Permitted Commercial Uses Under Rezone**

**18.28.030 Permitted Uses**

The following uses shall be permitted in the C-2 commercial zone upon compliance with requirements set forth in this title:

- A. Beer parlors and alcohol dispensing establishments;
- B. Electrical appliance shops (wholesale);
- C. Fraternity buildings, clubs, lodges;
- D. Funeral establishments, mortuaries and wedding chapels;
- E. Used car lots;
- F. Gymnasium or physiculture establishments;
- G. Home occupations (board of adjustment approval not required);
- H. Hospitals;
- I. Household Pet Daycare as defined and regulated by Title 6 of this Code, provided all kennels are located indoors and each building containing kennels is located at least 400 feet from any residentially zoned property;
- J. Motels, cafes, food drive-ins, offices;
- K. Office buildings, clinics and public utility buildings;
- L. Parking lots, commercial;
- M. Pawn shops;
- N. Recreation vehicle courts subject to requirements set forth in Chapter 18.28 of this title;
- O. Retail establishments and service enterprises;
- P. Revival tents, temporary;
- Q. Schools and other public buildings;
- R. Secondhand stores;
- S. Gas stations;
- T. On-premises signs;
- U. Utility buildings and public buildings;
- V. Wholesale establishments with stock on premises but excluding establishments whose principal activity is that of a storage warehouse;
- W. Other uses similar to the foregoing uses which are ruled by the board of adjustment to be in harmony with the intent of this zone.

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- X. Nursery schools, family day care, mini-day care, and day care centers if they meet the conditions set forth in Chapter 18.86.
  - Y. One-family dwellings located one story above or below the ground floor level if (a) each dwelling unit contains at least 500 square feet of living space and (b) in addition to the parking required by Section 18.72 for the commercial portion of the building, at least one parking place is assigned to and available for each such dwelling unit (this provision, as to said individual units, supersedes section 18.72.020 N 1).
  - Z. The keeping of grazing animals as regulated by Section 18.68.135.
- AA. CRAFTSMAN Industrial Uses.**
- 1. **Location.** Craftsman Industrial Uses shall be located in areas defined as Project Type B in the C-2 & C-4 Design Criteria (south of 1200 South in the C-2 Commercial Zone).
  - 2. **Craftsman Industrial Use Limitations.** Craftsman Industrial uses shall:
    - a. Not produce offensive noise, vibration, fumes, smoke, gas, light, dust or other particulate matter, odor, heat, humidity, glare, magnetic or electrical interference or other objectionable impacts extending beyond the property line;
    - b. Occur entirely within a building;
    - c. Be limited to a maximum of 20,000 square feet gross floor area per building; and
    - d. Screen outdoor storage as viewed from the public street with a sight obscuring fence and landscaping.
  - 3. **Permitted Craftsman Industrial Uses.** Such uses involve small scale fabrication, manufacturing, production, assembly and repair. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial Uses are limited to the following uses; any use not specifically mentioned is prohibited:
    - a. Art, Pottery, Ceramics & Related Products;
    - b. Athletic and Outdoor Recreation Goods, Toys;
    - c. ~~Auto-Mechanic, Auto-Body and Fender Shops, Auto-Painting;~~
    - d. Apparel, Cloth, Textiles, Leather Products, Shoe, Boots;
    - e. Bakery & Confections, Canning & Preserving Food, Dairy Products, Meat & Fish Products (no Processing);
    - f. Beverages, including Alcohol, Soft Drinks, Coffee Botanical Products;
    - g. ~~Commercial-Scale Copying & Printing, Engraving, Publishing & Allied Industries;~~
    - h. ~~Construction Special-Trade Contractors;~~

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- i.—Electronic Assembly, Electrical Fixtures, Assembly of Appliances from previously prepared parts;**
- j.—Fabricated Metal Products, Welding;**
- k.—Household Textiles, Upholstery, Furniture & Fixtures, Woodworking;**
- l. Jewelry, Watches, Clocks, & Silverware;**
- m. Musical Instruments & Parts;**
- n. Signs & Advertising;**
- o.—Smithing, Tinsmithing, and**
- p.—Stone and Monument;**

**HISTORY**

**Adopted by Ord. 199 502.0912.02 on 11/6/1973**

**Amended by Ord. 202 52 on 3/19/1974**

**Amended by Ord. 220 on 1/1/1978**

**Amended by Ord. 89-10 on 12/7/1989**

**Amended by Ord. 90-12 on 12/20/1990**

**Amended by Ord. 92-12 on 8/20/1992**

**Amended by Ord. 98-05 on 5/7/1998**

**Amended by Ord. 99-23 on 11/18/1999**

**Amended by Ord. 2012-03 on 4/5/2012**

**Amended by Ord. 2018-20 on 5/17/2018**

**Amended by Ord. 2020-20 Amending C-2 Commercial Zone Uses on 4/21/2020**

[https://heber.municipalcodeonline.com/book/print?type=planzone&name=18.28\\_C-2\\_Commercial\\_Zone](https://heber.municipalcodeonline.com/book/print?type=planzone&name=18.28_C-2_Commercial_Zone)

**EXHIBIT F-1**  
**Calculation of Equivalent Residential Units**

ERU Calculation			
Bedroom Count	1 Bed	2 Bed	3 Bed
Unit Total	16	48	104
ERU Per unit	0.33	0.5	0.75
ERU Total Per Unit Type	5.28	24	78
Total ERU Count for the Project			107.28
Total Housing Project Acres			12.9
Total ERU's Per Acre			8.32

**EXHIBIT F-2**

**Wasatch County Affordable and Attainable Housing Table**

**AFFORDABLE HOUSING OFFER <=80% AMI**

15% of ERU's to be deed-restricted inclusive housing = 25 units = 16.41 ERU's

For Sale Townhomes (12):

8 units sold at 70% AMI pricing = \$330k

4 units sold at 60% AMI pricing = \$276k

For Rent Townhomes (5):

3-bedroom: 5 rented at 80% AMI = \$1659

For Rent Apartments (8):

2-bedroom: 3 rented at 80% AMI = \$1518

2-bedroom: 3 rented at 60% AMI = \$1076

1-bedroom 1 rented at 80% AMI = \$1164

1-bedroom: 1 rented at 60% AMI = \$811

**ATTAINABLE HOUSING OFFER <=100% AMI**

85% of ERU's to be market rate attainable housing (not deed restricted) = 143 units = 91 ERU's

For Sale Townhomes (42)

42 units sold <= 90% AMI pricing

For Rent Townhomes (45)

3-bedroom: 5 rented <= 100% AMI

For Rent Apartments (56)

2-bedroom: 42 rented <= 100% AMI

1 bedroom 14 rented <= 100% AMI

Wasatch County Affordable and Attainable Housing						
<b>2020 Annual Median Income</b>	\$ 61,880.00	\$ 70,720.00	\$ 79,560.00	\$ 88,400.00	\$ 95,473.00	\$102,544.00
<b>100% AMI Monthly</b>	\$ 5,156.70	\$ 5,893.30	\$ 6,630.00	\$ 7,366.70	\$ 7,956.00	\$ 8,545.30
<b>80% AMI</b>	\$ 4,125.30	\$ 4,714.70	\$ 5,304.00	\$ 5,893.30	\$ 6,364.00	\$ 6,836.30
<b>80% Monthly AMI</b>	\$ 4,125.30	\$ 4,714.70	\$ 5,304.00	\$ 5,893.30	\$ 6,364.00	\$ 6,836.30
<b>60% AMI</b>	\$ 3,094.00	\$ 3,536.00	\$ 3,978.00	\$ 4,420.00	\$ 4,773.60	\$ 5,127.20
<b>60% Monthly AMI</b>	\$ 3,094.00	\$ 3,536.00	\$ 3,978.00	\$ 4,420.00	\$ 4,773.60	\$ 5,127.20
<b>Rental Rates</b>	Stacked Flats	Stacked Flats	Stacked Flats	Stacked Flats	Townhome	Townhome
<b>Min Bedrooms</b>	1	1	2	2	3	3
100% AMI	\$ 1,297.00		\$ 1,739.00		\$ 2,137.00	
80% AMI	\$ 988.00		\$ 1,341.00		\$ 1,659.00	
60% AMI	\$ 678.00		\$ 943.00		\$ 1,138.00	
<b>Housing Purchase Rates</b>	Condo	Condo	Condo	Either	Townhome	Townhome
<b>Min Bedrooms</b>	1	1	2	2	3	3
100% AMI	\$278,000.00	\$318,000.00	\$358,000.00	\$398,000.00	\$430,000.00	\$461,000.00
80% AMI	\$222,400.00	\$254,400.00	\$286,400.00	\$318,400.00		
60% AMI	\$166,800.00	\$190,800.00	\$214,800.00	\$238,800.00		

Old Mill Village Rental Rates						
Rental Rates	Unit Count	Stacked Flats	Unit Count	Stacked Flats	Unit Count	Townhome
Min Bedrooms		1		2		3
100% AMI	14	\$ 1,350.00	42	\$ 1,850.00	46	\$ 2,198.00
80% AMI (Deed Restricted)	1	\$ 1,164.00	3	\$ 1,518.00	4	\$ 1,659.00
60% AMI (Deed Restricted)	1	\$ 811.00	3	\$ 1,076.00	0	\$ -

Old Mill Village Owner Occupied Pricing		
Purchase Rates on 3 Bed Townhomes	Unit Count	Price
80% AMI	42	\$368,000.00
70% AMI (Deed Restricted)	8	\$330,000.00
60% AMI (Deed Restricted)	4	\$276,000.00

**EXHIBIT F-3**

**2020 PURCHASE PRICES AND RENTAL RATES**

**WASATCH COUNTY AFFORDABLE AND ATTAINABLE HOUSING**

2020 Annual Median Income	\$ 61,800	\$ 70,720	\$ 79,640	\$ 88,560	\$ 96,473	\$ 102,544
100% AMI Monthly Income	\$ 5,156.7	\$ 5,893.3	\$ 6,630.0	\$ 7,366.7	\$ 7,956.0	\$ 8,545.3
Hourly Wages	\$ 29.8	\$ 34.1	\$ 38.3	\$ 42.6	\$ 46.0	\$ 49.4
80% AMI	\$ 49,504.0	\$ 56,576.0	\$ 63,648.0	\$ 70,720.0	\$ 76,378.0	\$ 82,035.0
80% AMI Monthly Income	\$ 4,125.3	\$ 4,714.7	\$ 5,304.0	\$ 5,893.3	\$ 6,364.8	\$ 6,836.3
Hourly Wages	\$ 23.8	\$ 27.3	\$ 30.7	\$ 34.1	\$ 36.8	\$ 39.5
60% AMI	\$ 37,128.0	\$ 42,432.0	\$ 47,736.0	\$ 53,040.0	\$ 57,283.5	\$ 61,526.3
60% AMI Monthly Income	\$ 3,094.0	\$ 3,536.0	\$ 3,978.0	\$ 4,420.0	\$ 4,773.6	\$ 5,127.2
Hourly Wages	\$ 17.88	\$ 20.44	\$ 22.99	\$ 25.55	\$ 27.59	\$ 29.64

RENTAL RATES	stacked flat	stacked flat	stacked flat	stacked flat	townhome	townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI MAX RENT	\$ 1,297	\$ 1,518	\$ 1,739	\$ 1,960	\$ 2,137	\$ 2,314
80% AMI MAX RENT	\$ 988	\$ 1,164	\$ 1,341	\$ 1,518	\$ 1,659	\$ 1,601
60% AMI MAX RENT	\$ 678	\$ 811	\$ 943	\$ 1,076	\$ 1,182	\$ 1,138

assume \$250/mo utilities

HOUSE PURCHASE PRICE	condo	condo	condo	either	townhome	townhome
Min Bedrooms	1	1	2	2	3	3
100% AMI MAX PURCHASE	\$ 270,000	\$ 305,000	\$ 345,000	\$ 380,000	\$ 415,000	\$ 445,000
90% AMI MAX PURCHASE	\$ 243,000	\$ 274,500	\$ 310,500	\$ 342,000	\$ 373,500	\$ 400,500
80% AMI MAX PURCHASE	\$ 216,000	\$ 244,000	\$ 276,000	\$ 304,000	\$ 332,000	\$ 356,000
70% AMI MAX PURCHASE	\$ 189,000	\$ 213,500	\$ 241,500	\$ 266,000	\$ 290,500	\$ 311,500
60% AMI MAX PURCHASE	\$ 162,000	\$ 183,000	\$ 207,000	\$ 228,000	\$ 249,000	\$ 267,000

30-yr loan at 3% + PT and Ins

