

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
AMENDED AGENDA**

September 15, 2026

**4:00 p.m. Work Meeting
6:00 p.m. Regular Meeting**

TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE CHANGED AS TIME PERMITS

I. WORK MEETING - 4:00 P.M.

1. Terracon Schematic Design of Main Street Park (Terracon) - *110 min*

II. BREAK - 10 MIN

III. REGULAR MEETING - 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance (Mike Johnston, Council Member)
3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. CONSENT AGENDA:

1. Resolution 2026-22 to Rescind Phase II Water Restrictions (J. Mark Smedley, Asst. City Manager)

VI. PUBLIC COMMENTS: (2 min per person/30 min max)

VII. GENERAL BUSINESS ITEMS:

1. Affordable Housing 101 Learning Series: Public/Private Partnerships, presented by Jake Wood, J. Fisher Co. & Karly Brinla, Brinshore Development (Tony Kohler, Community Development Director) - *60 min*
2. Telecommunications Ordinance Update (Tony Kohler, Community Development Director) - *20 min*

VIII. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Finch Creek MDA Amendment (Denna Woodbury, Planning Consultant) - *45 min*
2. Options and Recommendations for Heber City Justice Court Operations (Matt Brower, City Manager, Parker Sever, Chief of Police) - *30 min*
3. Cemetery Master Plan Update (Matthew Kennard, Public Works Director) - *20 min*

4. Consider Revisions to City Monthly Newsletter (Heidi Franco, Mayor, Ryan Bunnell)
- 20 min

IX. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:

1. Consider Bids to Raze and Cap Heber Light and Power Building (Matt Brower, City Manager, Tony Kohler, Community Development Director) - 20 min

X. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:

XI. COMMUNICATION:

XII. CLOSED MEETING: (As Needed)

XIII. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media. In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on September 10, 2026, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>.



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Terracon Schematic Design of Main Street Park
RESPONSIBLE: Terracon
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Heber City has hired Terracon to develop Schematic Plans for the Main Street Park/Trailhead Plaza. This is the initial meeting with Terracon in this process. The main purpose of this item is to do a deeper dive into what the City Council would like to see in the Main Street Park (aka Trailhead Plaza). Items 3 and 4 on the agenda below are where Terracon will spend most of the time, focusing upon the “wish list” items for programming of the park/plaza.

Agenda for September 15

1. Ice Breaker
2. Project Update
3. Wish List Round Table
4. Branding & Architectural Programming

Time permitting

1. Vision Touchbase and connection to “C” Street
2. Model Fly Through (if prepared)

RECOMMENDATION

N/A

BACKGROUND

Summary of the Main Street Park/Trailhead Plaza Design Process

Fall 2025 Terracon hired to redraft a Park Master Plan refining and building upon the Plaza Plan developed by Roger Brooks.

Winter 2026 Public Outreach process for the revised Park Master Plan. This involved several open houses and public meetings and an online survey to assist the City Council in refining the park

design to accommodate the vision and values of the community into the design of the park/plaza.

Spring 2026 Park Master Plan adopted by the City Council. The revised plan was revised to include more green space and significantly less commercial activity in the park.

Summer 2026 Terracon hired to develop a 30% Schematic Design of the park/plaza. This level of design will permit a refined design to support a more accurate cost estimate for improvements, allowing the City to better understand which improvements might be prioritized and which improvements might be delayed and/or phased. The 30% Schematic Design level provides enough detail to support application for grants for construction. Part of Terracon's skillset and work for the City is to assist in seeking grants to pay for construction of the park/plaza elements.

September 15 is the initial meeting with the City Council in the Schematic Design process, estimated to take several months. Once Schematic Design is complete, the next step is to develop the 60/90/100% engineered drawing necessary to support actual construction.

DISCUSSION

N/A

FISCAL IMPACT

None at this time.

CONCLUSION

None at this time.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. 260910_HCTP_OAC_Site Programming
2. 260910_HCTP_OAC_Architectural Programming

The Goldilocks Rule



SITE PROGRAMMING

Like we've mentioned in previous meetings we're trying to right size the park for success into the future. The plan to the right is a snapshot of what is recommended at the start of this process, we look forward to your comments to get it "Just Right".

The following slide outline areas in the park and provided recommended size and quantities of elements.

We look forward to your feedback!



00-TOTAL PLAZA SITE PROGRAM

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
1	Trailhead Welcome Center	1	3,500
2	Public Market/Event Barn	1	3,000
3	Pavilion	1	2,200
X	Iconic Retail (Future)	1	3,500
4	Skate Trail (With or Without Ice)	1	8,700
4.1	Skate Trail - Railing and Access		
4.2	Skate Trail Lighting		
4.3	Skate lockers	TBD	TBD
4.4	Speakers for skate and splash pad		
5	Splash Pad	1	5,000
6	Plaza pedestrian lighting edges and path	1	0
7	Security cameras		
8	Loft Playground (5-12, 13+)	1	5,000
9	All Abilities Playground (2-5)	1	8,700
10	Majestic Lawn	1	5,320
10.1	Shade		
10.2	Car show		
11	Paving	1	16,500
12	Site Furnishings		
12.1	Movable Tables and Chairs	20	24
12.2	Trash Receptacles	12	4
12.3	Fire Pits	8	150
12.4	Double Sided Fire Place W/ Seating	1	
12.5	Albion Globes	3	100
12.6	Dog Station (no dogs allowed)	2	50
13	Festival Street and Existing Stage		
13.1	Emergency vehicle parking on event day		
13.2	Daily parking/circulation		
13.3	Food Trucks		
13.4	Power Pedistals		
13.5	Reduce conc/paving in front of stage		
13.6	Restroom access at stage		
13.7	Improve stage access and fall hazard		
14	Seating	1	2,200
15	Existing historic monument and elements	1	2,000
16	Legacy Trees	21	NA
17	New Proposed Shade Trees	20	NA
18	Landscape Buffer/ Native Adaptable Plantings	1	22,690
19	Vehicle Drop-Off	1	SUPLANE
20	Parking	80	220
21	ROW improvements		
22	ADA Parking	6	250
23	Bike Parking	40	15
24	300 S. Trail/Pedestrian Crossings	1	6,600
25	Food Trucks	14	250
26	Vendor Tents 10x10 total expected worse case	50-100	100
27	Hose bibs 100' O.C.		



BUILDINGS

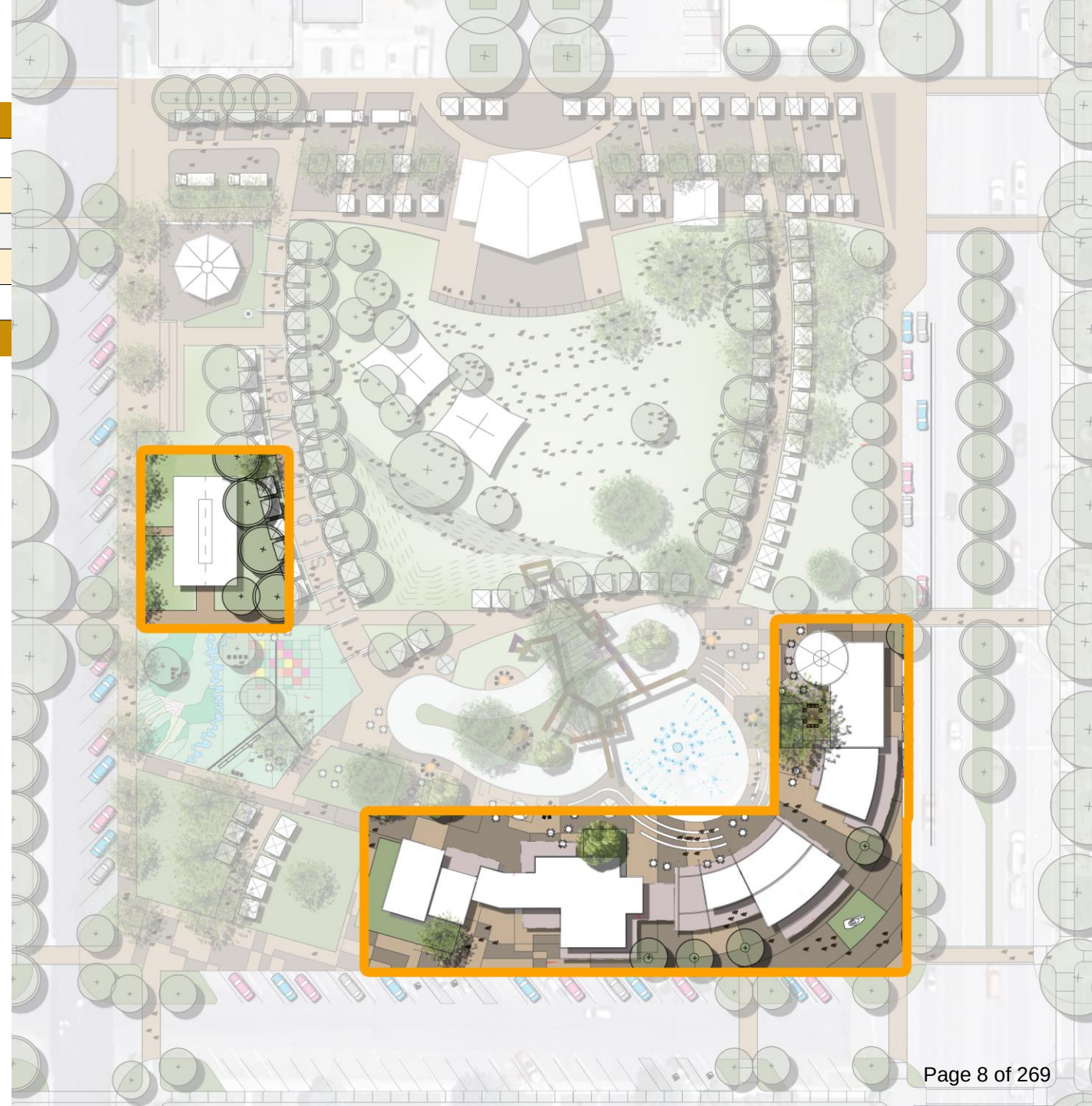
No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
1	Trailhead Welcome Center	1	3,500
2	Public Market/Event Barn	1	3,000
3	PAVILLION	1	2,200
X	Iconic Retail (Future)	1	3,500

1. Trailhead Welcome Center

2. Public Market / Event Barn

3. Seasonal doors, restroom, food prep area

X. Iconic retail not yet supported by council do we still want to stub utilities to this location?



SKATE TRAIL / SPLASH PAD

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
4	Skate Trail (With or Without Ice)	1	8,700
4.1	Skate Trail - Railing and Access		
4.2	Skate Trail Lighting		
4.3	Skate lockers	TBD	TBD
5	SPLASH PAD	1	5,000

- 4. Skate Trail And Splash = 13,700sf
- 4.1. Handrail – both sides, coverage access?
- 4.2. Led lighting w/ color changing and music controls
- 4.3. Shoe storage space / lockers
- 4.4. Public music selection strategy



PLAYGROUNDS

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
6	Plaza pedestrian lighting edges and path	1	0
7	Security cameras		
8	Loft Playground (5-12, 13+)	1	5,000
9	All Abilities Playground (2-5)	1	8,700

6. Typical pedestrian security lighting on photocell through out entire plaza

7. Discuss coverage zone

8. Does not count to total project area SF from given its an elevated play structure

9. Can be enlarged with layout adjustments



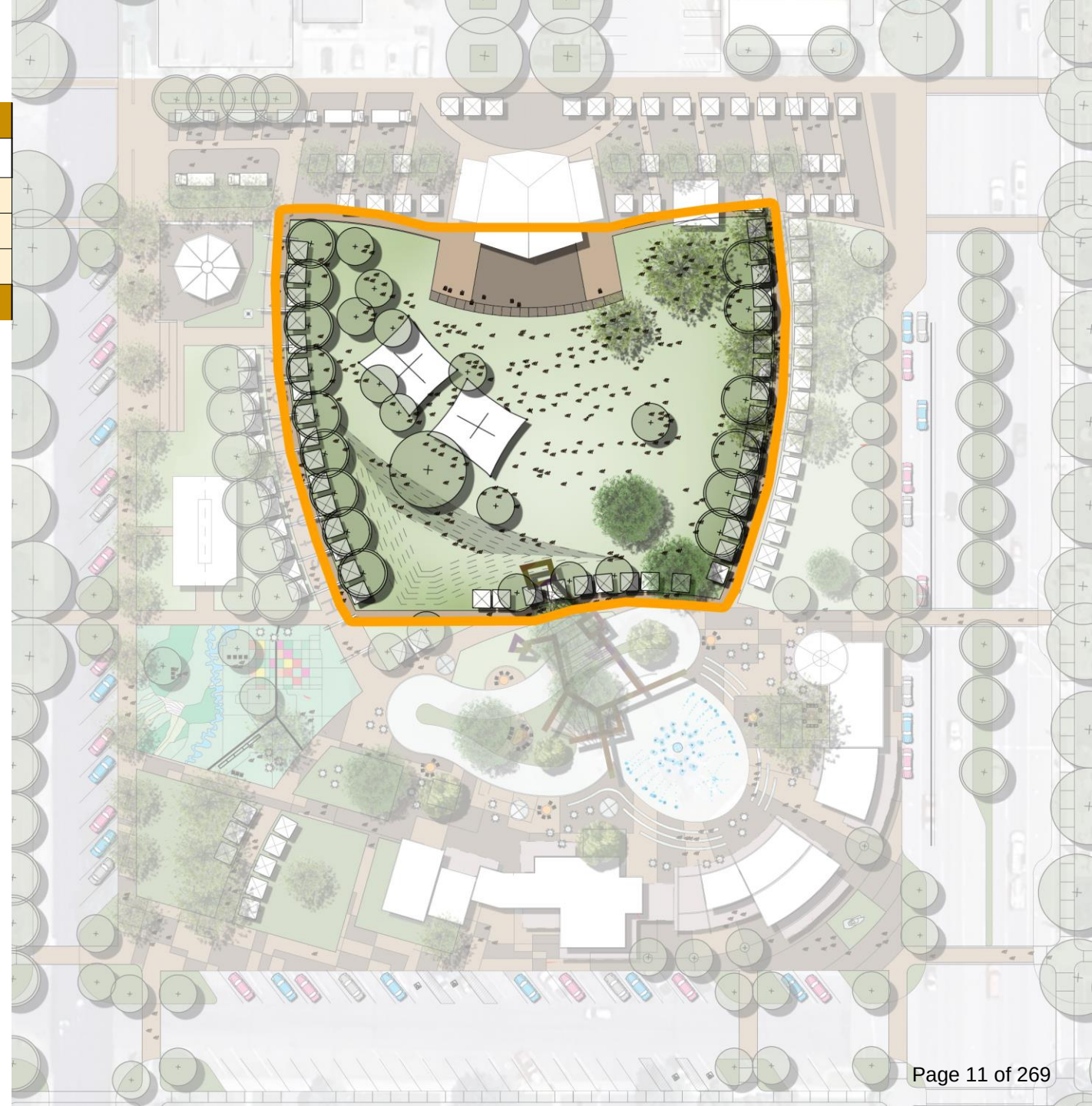
MAJESTIC LAWN

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
10	Majestic Lawn	1	5,320
10.1	Shade		
10.2	Car show		

10. Seating at 1 person per 10sf = 2,880 - 3,000 people (just on the lawn, not plaza)

10.1. Adding shade trees, will explore other shade options

10.2. Does the lawn need a geo grid for the car show? if so how much?



PAVING / SITE FURNISHINGS

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
11	Paving	1	16,500
12	Site Furnishings		
12.1	Movable Tables and Chairs	20	24
12.2	Trash Recptacles	12	4
12.3	Fire Pits	8	150
12.4	Double Sided Fire Place W/ Seating	1	
12.5	Albion Globes	3	100
12.6	Dog Station (no dogs allowed)	2	50

11. For food area paving should be stain resistant - low water absorption rate pavers and bricks are not desirable

12.1. For Trailhead Center and Market, will need to add more later for Retail

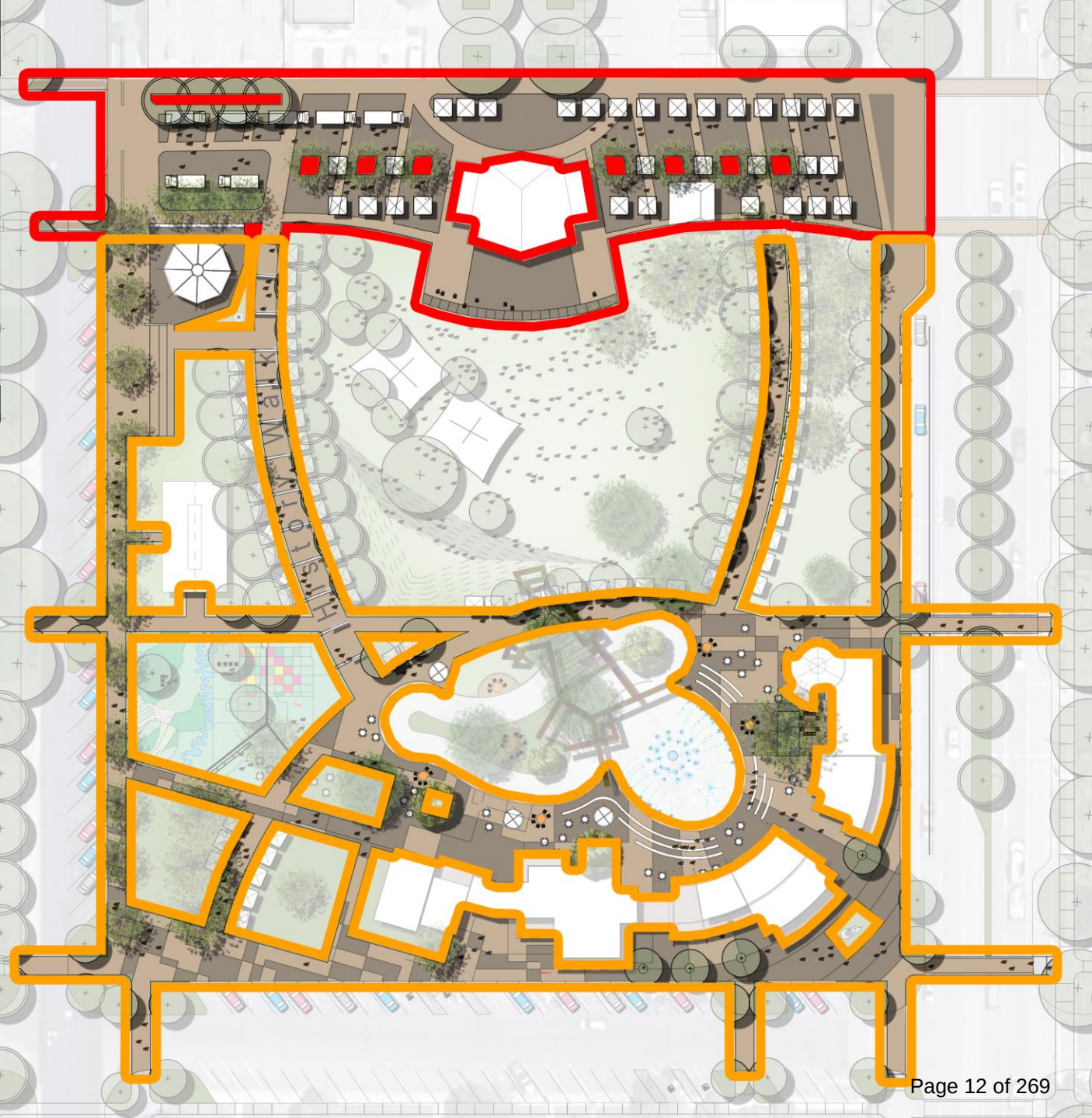
12.2. For Trailhead Center, Market, and Perimeter walks will need to add more later for Retail

12.3. Need gas service to all outdoor fire pits, one double sided fireplace associated with the public market or trailhead building - They can only be turned on and off by staff

12.4. Associated with the public market or trailhead building can only be turned on and off by staff

12.5. Heated and conditioned year around use

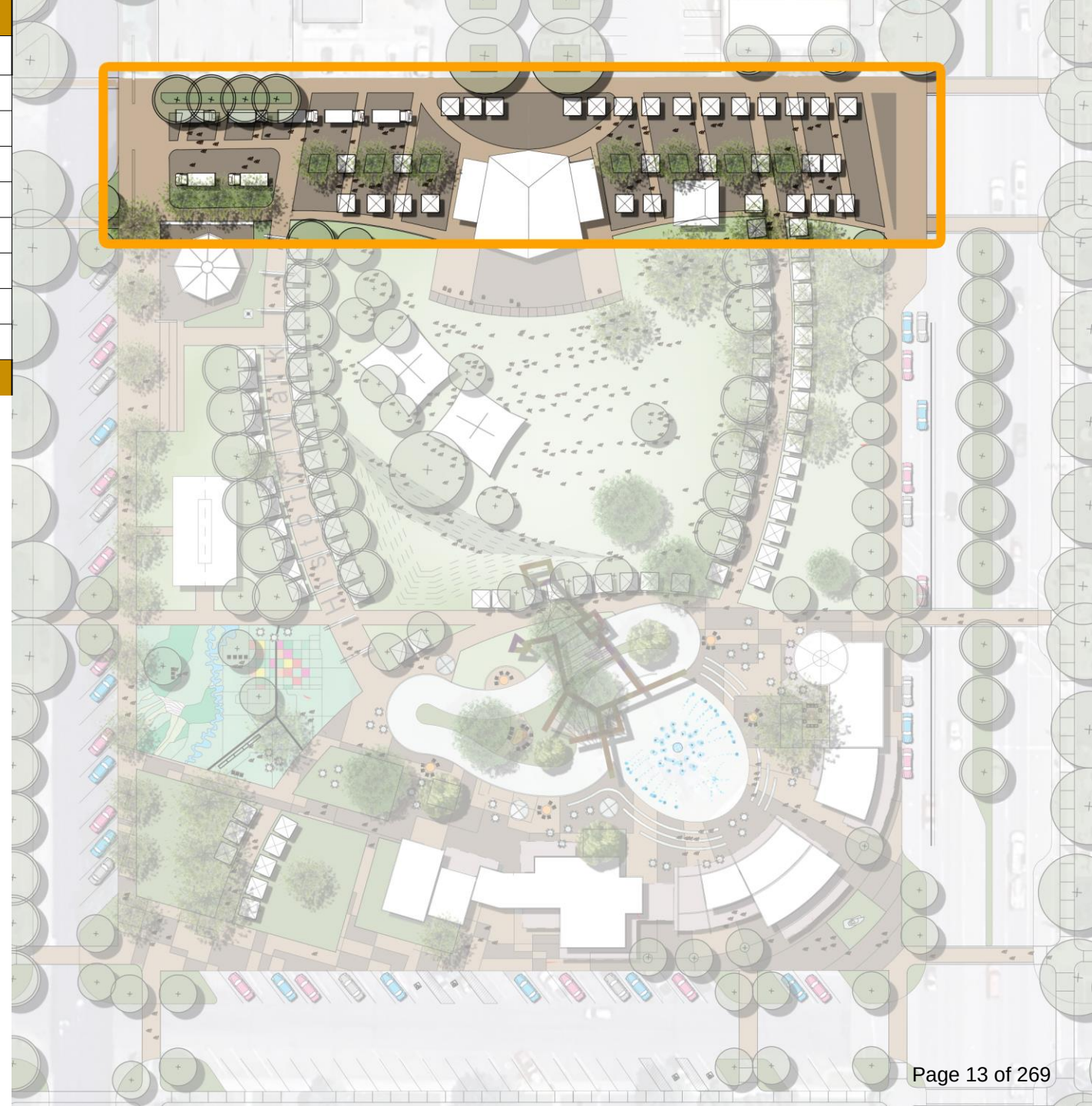
12.6. No dogs allowed??



FESTIVAL STREET AND EXISTING STAGE

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
13	Festival Street and Existing Stage		
13.1	Emergency vehicle parking on event day		
13.2	Daily parking/circulation		
13.3	Food Trucks		
13.4	Power Pedistals		
13.5	Reduce conc/paving in front of stage		
13.6	Restroom access at stage		
13.7	Improve stage access and fall hazard		

- 13.1. Discuss emergency vehicle parking needs and qty
- 13.2. Stage drop off and set up - discuss parking access and future connection to C street
- 13.3. What is the total qty of food trucks worse case on festival day's
- 13.4. Move power and food trucks to east and west current picnic table area's
- 13.5. Reduce paving in front of stage no one ever sits there
- 13.6. Do we need to modify access to the existing restroom
- 13.7. Fix current liability fall hazard on both front and back of stage



VEHICLES AND PARKING

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
19	Vehicle Drop-Off	1	SLIPLANE
20	Parking	34	220
21	ROW improvements		
22	ADA Parking	6	250
23	Bike Parking	40	15

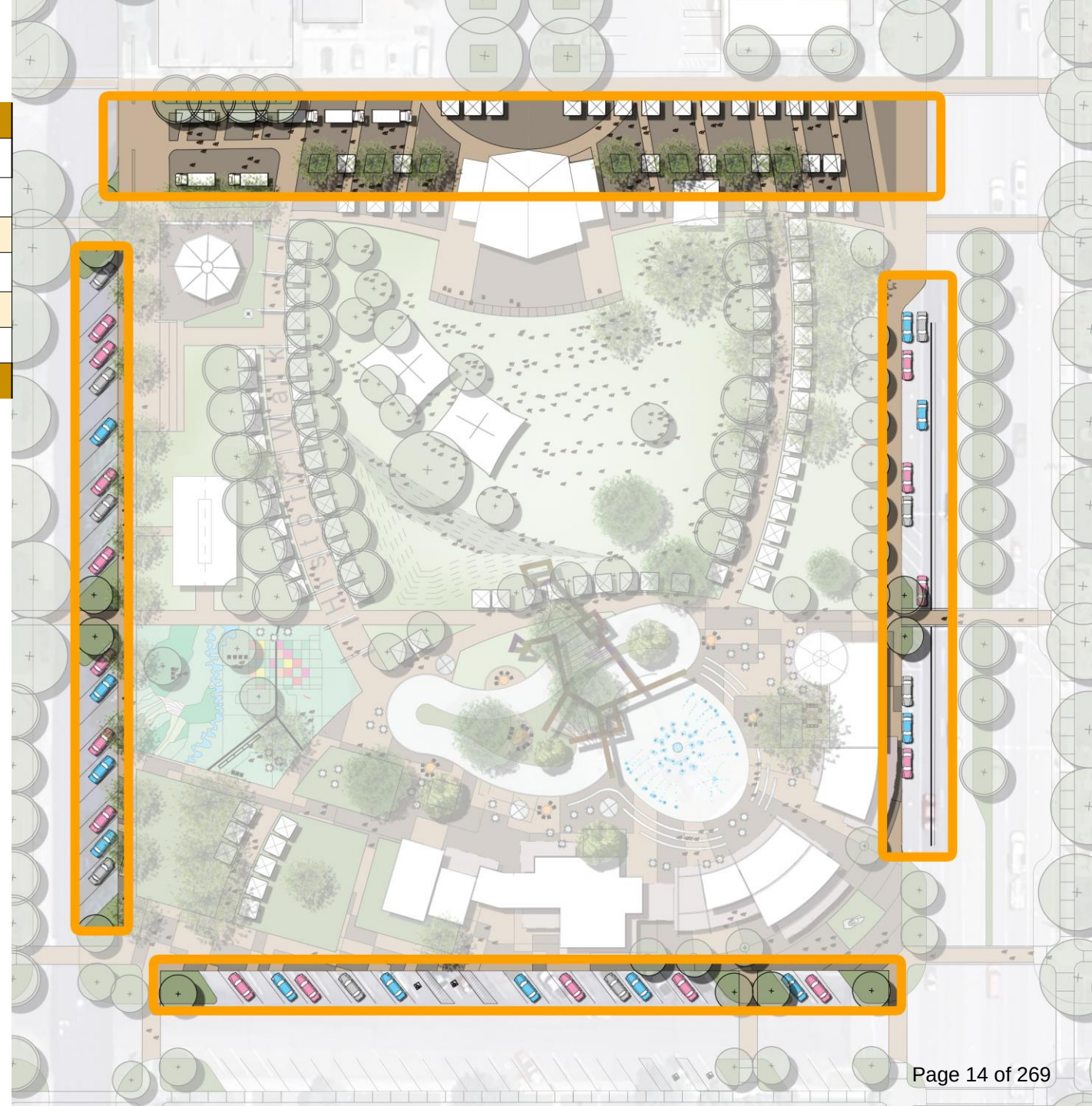
19. Slip lane along main street will be a good drop off zone along with parallel and potential for angle parking

20. Total all available parking all four sides for daily use

21. Discuss ROW improvements 1st West 3rd South and Mainstreet edges, ROW improvements need to be integral to the re-design of the plaza

22. Explore ADA parking all four sides

23. Assume bike parking throughout plaza in key locations



FOOD TRUCKS

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
25	Food Trucks	14	250
26	Vendor Tents 10x10 total expected worse case	50-100	100

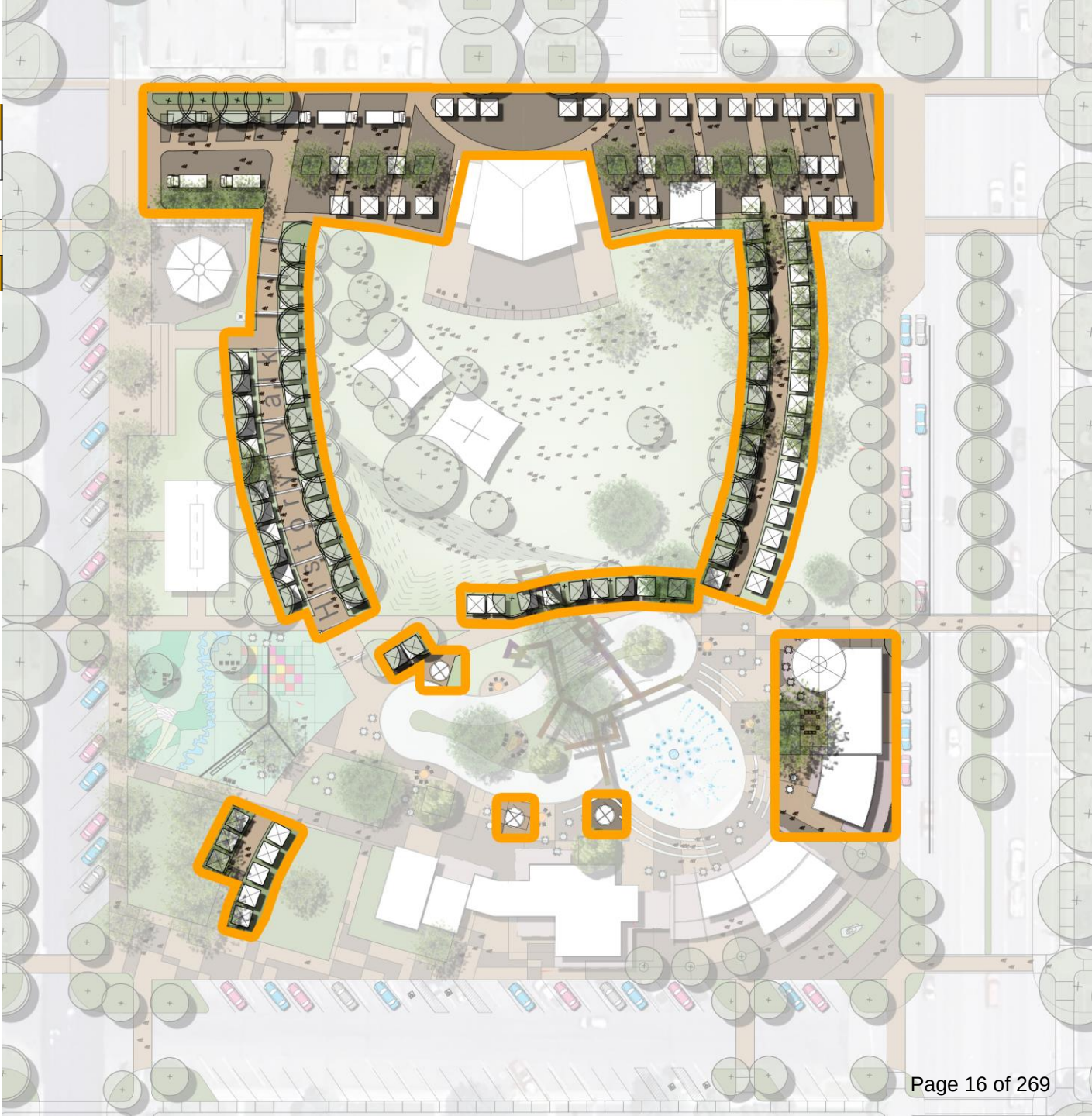
25. Explore improved food truck parking on Festival street only, confirm how many food trucks will be provided on large festival day



VENDORS

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
25	Food Trucks	14	250
26	Vendor Tents 10x10 total expected worse case	50-100	100

26. Tent layout strategy for 50 to 100 tents - Power Pedestals w/ 20amp 120v service



MISCELLANEOUS

No.	ELEMENT NAME	QTY	SF/ SPACE (EA)
14	Seating	1	2,200
15	Existing historic monument and elements	1	2,000
16	Legacy Trees	21	NA
17	New Proposed Shade Trees	20	NA
18	Landscape Buffer/ Native Adaptable Plantings	1	22,690
24	300 S. Trail/Pedestrian Crossings	1	6,600
27	Hose bibs 100' O.C.		

- 14. Throughout plaza, seat walls, planters edges elevation changes, benches
- 15. What historic elements need to be preserved?
- 16. Goal will be to preserve as many as possible
- 17. TBD on final landscape plan currently adding large shade trees to west side of majestic lawn to add shade and comfort
- 18. Buffer along 100 West, landscape beds and foundation plantings
- 24. 10' trail clear-zone, corner bulb-outs and landscape
- 27. Confirm hose bibs with locking key throughout plaza





ARCHITECTURAL PROGRAMMING

The following presentation is laid out as follows:

1. What to anticipate for the architectural programming phase.

Slides 3-11

2. The buildings that will go in the Trailhead plaza, what we understand and recommend for each of the buildings (with our current knowledge of needs and wants).

Slides 12-42

This is just a starting point, and nothing is set in stone.

In orange, you will see discussion points we are anticipating on having and asking. If you believe that answering these questions prior to our meeting on September 10th will help us have a more in-depth conversation, feel free to email your answers. If not, we look forward to having these discussions at our meeting.

Thank you

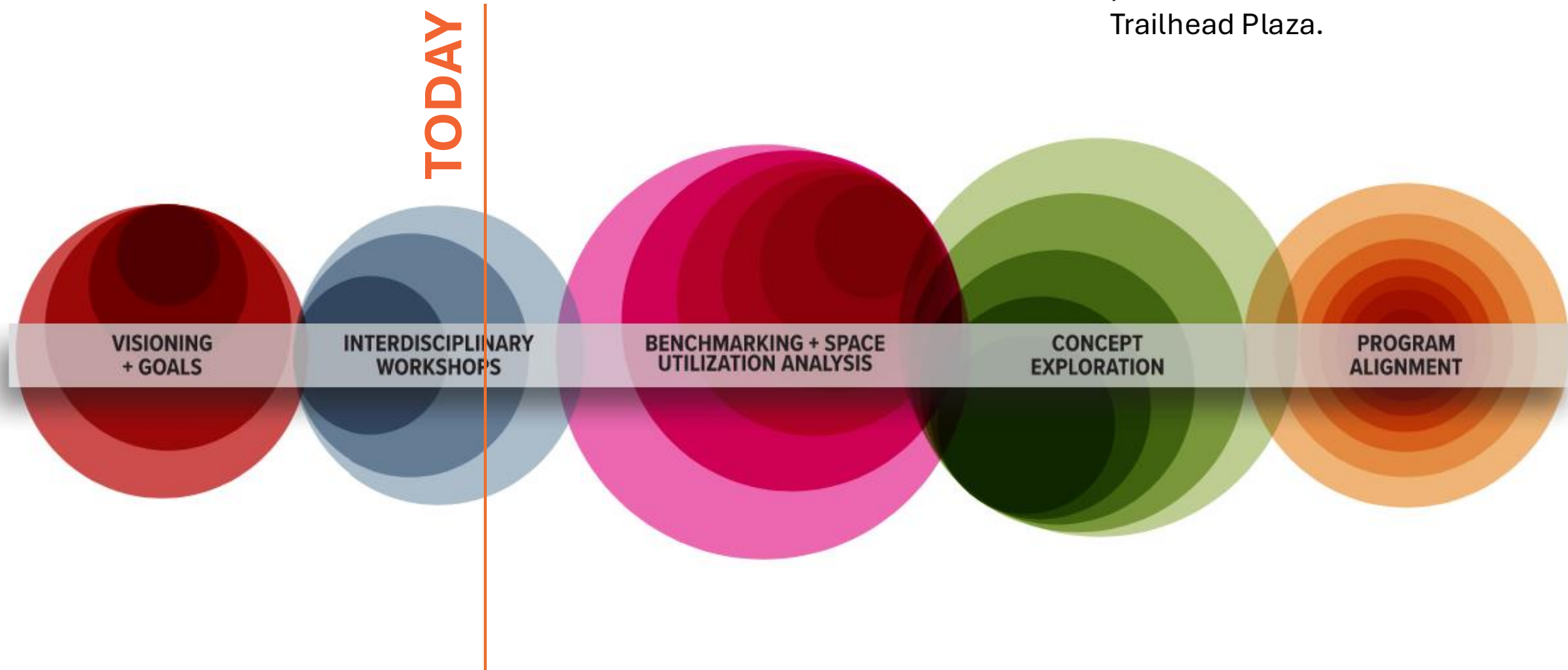


Through the architectural programming process, MHTN and Terracon will bring experience and expertise to guide Heber City to determine **what elements on site and inside the various buildings should exist, appropriate quantities, dimensions, functions and relationships to support the project vision for Trailhead Plaza.**



Architectural programming is the pre-design process of identifying a project's needs, problems, and goals—defining **what** should be built before determining **how** it will be designed—and creating a clear roadmap to guide the project team.

The architectural programming process **is intended to support the activation and programming of the plaza** by defining the elements, functions, and relationships needed to support day-to-day activation today and in the future at Trailhead Plaza.



Before we move into the testing of concepts phase we need to finalize the factfinding process of how the City and its partners intend to utilize the facilities at Trailhead Plaza.

The square footage terms used in the program space list spreadsheet to follow are defined below:

NSF (Net Square Feet): Area inside surrounding walls or furniture panels

Building Grossing Factor: Multiplier that accounts for exterior walls, and building common spaces such as main corridors, toilet rooms, stairs, elevators, vestibules, mechanical, electrical & communications equipment rooms & shafts.

GSF (Gross Square Feet): Total building area measured from outside face of exterior walls which accounts for structure, walls, circulation and support spaces.



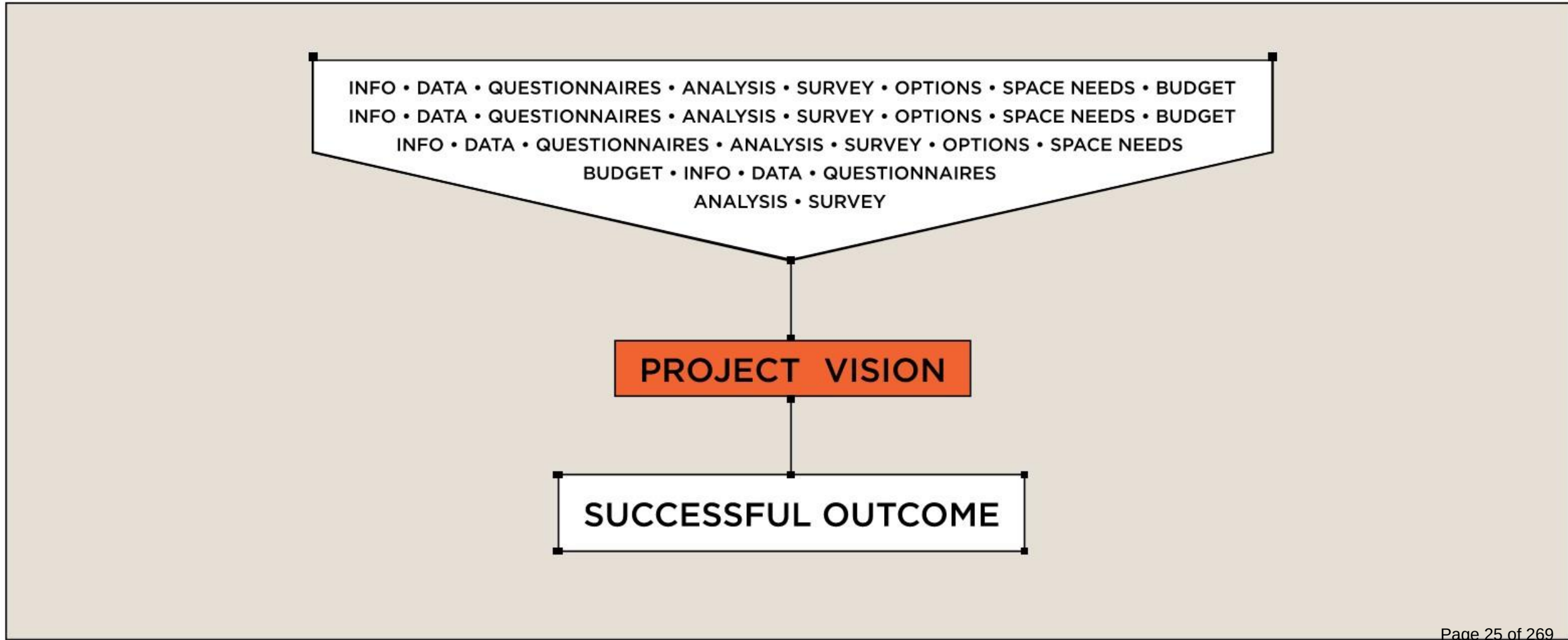
GOALS AND VISIONING
COLLECT AND ANALYZE FACTS
TEST CONCEPTS
DETERMINE NEEDS
DOCUMENT / PROGRAM DELIVERABLE



VISIONING/BUILDING CONSENSUS

Programming

GOALS AND VISIONING
COLLECT AND ANALYZE FACTS
TEST CONCEPTS
DETERMINE NEEDS
DOCUMENT / PROGRAM DELIVERABLE



GOALS AND VISIONING
COLLECT AND ANALYZE FACTS
TEST CONCEPTS
DETERMINE NEEDS
DOCUMENT / PROGRAM DELIVERABLE

A hand-drawn sketch of a building with orange and white diagonal hatching, yellow highlights, and green foliage. The building is composed of several rectangular blocks connected together. It features diagonal hatching in orange and white. Bright yellow highlights are applied to the building's surfaces. To the right, there is a white rectangular area with black diagonal hatching. At the bottom, there is a green area with a dashed line, possibly representing a path or a boundary. The entire sketch is set against a white background.

Program Verification History Summary												
No.	PROGRAM ELEMENT	Existing ASF Source: Student Life Master Plan	5/1/2008 Proposed HM Study	9/24/2008 Proposed Student Affairs	3/11/2009 Recomm'd	8/16/2009 Revised (Recomm'd Cuts)	11/4/2009 Verification (Draft 1)	12/16/2009 Verification (Draft 2)	2/5/2010 Verification (Draft 3) Food Service Request	2/12/2010 Verification Scenario A.2	3/9/2010 Verification Final	5/21/2010 Schematic Design
		ASF	ASF	ASF	ASF	ASF	ASF	ASF	ASF	ASF	ASF	ASF
A	LOUNGE & RECREATION	15,873	18,350	17,500	17,500	14,500	14,500	14,500	14,500	14,500	13,805	13,805
B	FOOD SERVICE	13,476	25,500	25,500	25,500	17,900	22,244	22,244	34,860	29,971	29,971	30,061
C	RETAIL	33,315	44,820	3,380	46,220	39,270	38,128	39,618	44,798	44,798	44,798	44,708
D	STUDENT AFFAIRS	11,605	19,475	15,488	14,025	8,325	8,250	10,930	10,930	10,095	8,540	8,310
E	STUDENT ORGANIZATIONS	4,922	11,700	11,700	13,163	10,800	11,491	11,546	11,546	11,546	10,300	10,300
F	SU ADMIN. - FACILITIES MGT.	8,153	16,200	18,850	16,200	13,300	15,310	14,310	14,310	13,700	12,450	12,450
G	SHARED ASSEMBLY SPACE	42,246	54,890	54,393	54,393	44,423	48,577	48,577	48,577	48,577	47,143	46,693
H	PERFORMING & VISUAL ARTS	11,226	23,060	33,380	22,640	15,187	11,148	11,148	11,148	12,513	12,563	2,175
J	SHARED SPACES	0	0	0	0	0	2,100	2,100	2,100	2,100	1,270	1,510
TOTAL BUILDING ASF		140,816	213,995	180,191	209,641	163,705	171,748	174,973	192,769	187,800	180,840	170,012
PROJECTED BUILDING GSF			356,415	300,114	349,163	272,656	286,051	291,423	321,063	312,786	301,194	283,160

GOALS AND VISIONING
COLLECT AND ANALYZE FACTS
TEST CONCEPTS
DETERMINE NEEDS
DOCUMENT / PROGRAM DELIVERABLE

G704

DEPARTMENT CHAIR
1 @ 110 NSF

Occupants:	Department Chair & up to 2 visitors
Function:	Private office; small meetings; office hours
Adjacency:	Executive Secretary, Administrative Manager
Environment:	
Floor:	Carpet with rubber base
Walls:	Painted gypsum board
Ceiling:	Lay-in acoustic tile; 9' minimum height
Windows:	Storefront system or 2' wide minimum daylight access where feasible
Door:	Storefront system glass door with side swing door with glass insert; opening
FF&E:	Computer, telephone systems, furniture desk & storage components, desk chair; 2 visitor chairs
Mechanical:	Shared HVAC zone
Electrical:	Occupancy/vacancy sensor, direct/indirect lighting; 2 sets of power/data outlets
Notes:	None

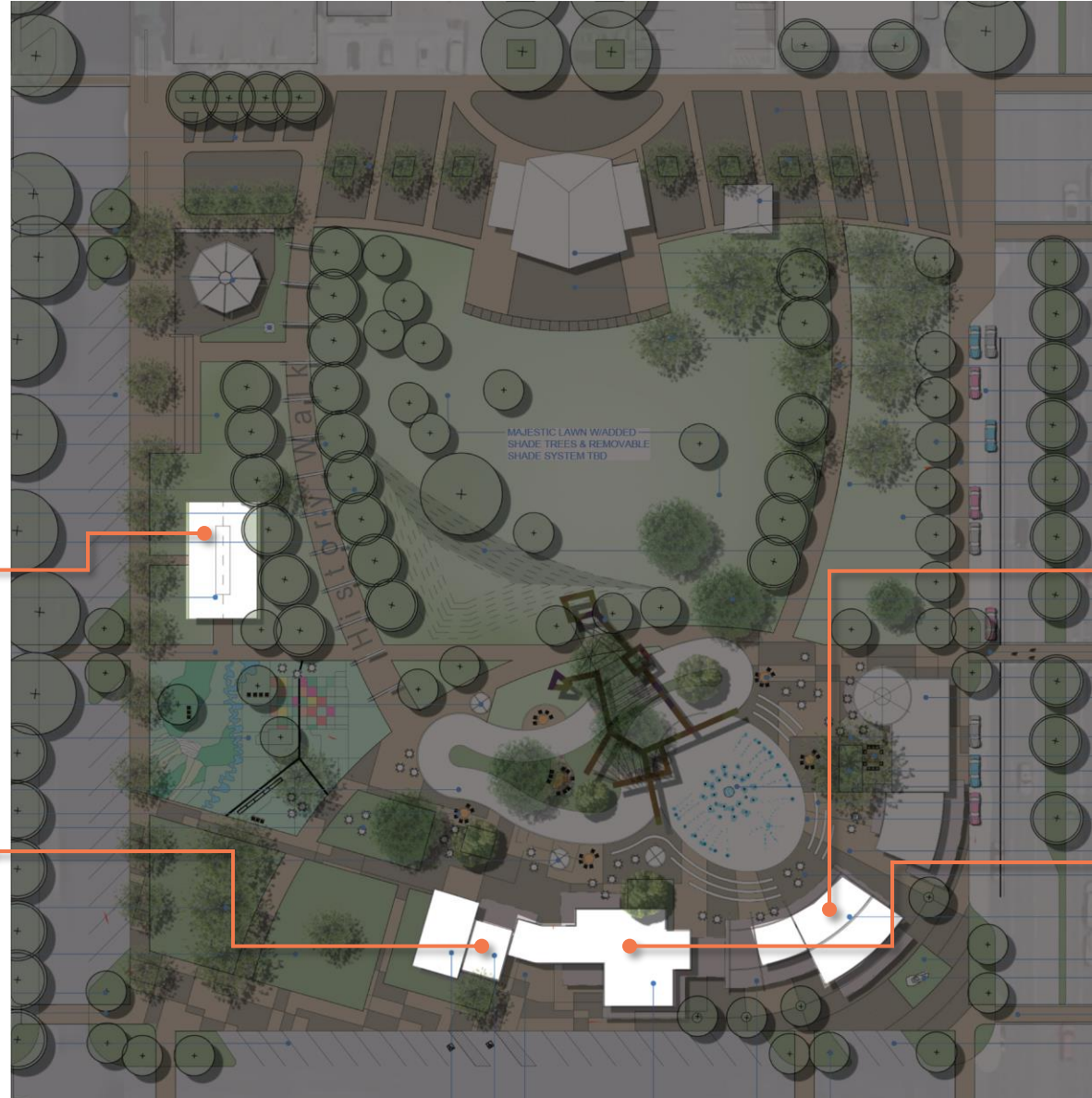


PAVILION

Open air pavilion for gatherings, parties, and day to day use

ICE RIBBON SUPPORT

Fenced in space for splash pad and ice ribbon operations including a garage for the Zamboni



PUBLIC MARKET (EVENT BARN)

Multipurpose space for public markets and other events & activities

TRAILHEAD WELCOME CENTER

This building will house a large portion of the plaza operations from rentals to storage for plaza support



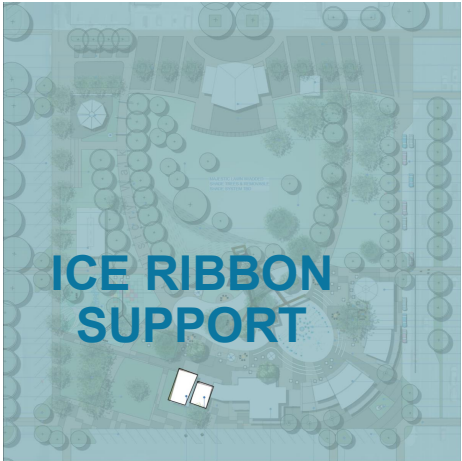
Trailhead Welcome Center					
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACT	TOTAL GSF
Public Restrooms	2	400	800	1.20	960
Family Style Restrooms	8	75	600	1.20	720
Family Changing Rooms	4	60	240	1.40	336
Waiting Area, Lockers, Common	1	100	100	1.10	110
Welcome Desk	1	350	350	1.15	403
General Offices	2	150	300	1.15	345
Grounds crew office	1	150	150	1.15	173
Staff Restroom	1	60	60	1.10	66
Staff Break Room	1	150	150	1.10	165
Security Office	1	200	200	1.10	220
Maintenance Room, Closet, Storage	1	100	100	1.10	110
Supply room	1	200	200	1.30	260
Natural gas management	1	150	150	1.30	195
Water system	1	400	400	1.30	520
Electrical Panels	1	250	250	1.30	325
Storage Room	1	1,000	1,000	1.30	1,300
HVAC system	1	1,195	1,195	1.20	1,434
	29		6,245		7,641



Pavilion					
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACTOR	TOTAL GSF
Pavilion	1	1,600	1,600	1.20	1,920
Storage	1	180	180	1.20	216
Support	1	120	120	1.20	144
Public Restrooms	2	60	120	1.20	144
	5		2,020		2,424



Public Market (Event Barn)					
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACT	TOTAL GSF
Market Flex Space	4	100	400	1.30	520
Market Seating	100	15	1,500	1.30	1,950
Commercial Storage/Prep Room	2	200	400	1.30	520
	106		2,300		2,990



Ice Ribbon Support					
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACTOR	TOTAL GSF
Garage and Ice Dump	1	500	500	1.20	600
Operations enclosure	1	850	850	1.20	1,020
	1		1,350		1,620

TRAILHEAD WELCOME CENTER



9/10/26

Trailhead Welcome Center						
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACT	TOTAL GSF	NOTES
Family Style Restrooms	2	400	800	1.20	960	Gendered restrooms- 8 women, 8 men, 6 sinks (ea)
Family Style Restrooms	8	75	600	1.20	720	Toilet, sink, hooks, bench, diaper changing station
Family Changing Rooms	4	60	240	1.40	336	Bench, hooks, diaper changing station
Waiting Area, Lockers, Common	1	100	100	1.10	110	Lockers lined on ext. wall. Plaza and Market to be waiting/common area
Welcome Desk	1	350	350	1.15	403	Information desk, rentals, first point of contact. 238 Skates (winter and summer)
General Offices	2	150	300	1.15	345	Offices for plaza rental space and informaiton
Grounds crew office	1	150	150	1.15	173	Worktable, adjustable shelves, wall sapce for calendars and white board
Staff Restroom	1	60	60	1.10	66	
Staff Break Room	1	150	150	1.10	165	
Security Office	1	200	200	1.10	220	
Maintenance Room, Closet, Storage	1	100	100	1.10	110	
Supply room	1	200	200	1.30	260	Plaza maintenance, chemicals, etc.
Natural gas management	1	150	150	1.30	195	
Water system	1	400	400	1.30	520	
Electrical Panels	1	250	250	1.30	325	For entire plaza
Storage Room	1	1,000	1,000	1.30	1,300	Plaza lighting poles, shades, seasonal items, market support
HVAC system	1	1,195	1,195	1.20	1,434	
	29		6,245		7,641	

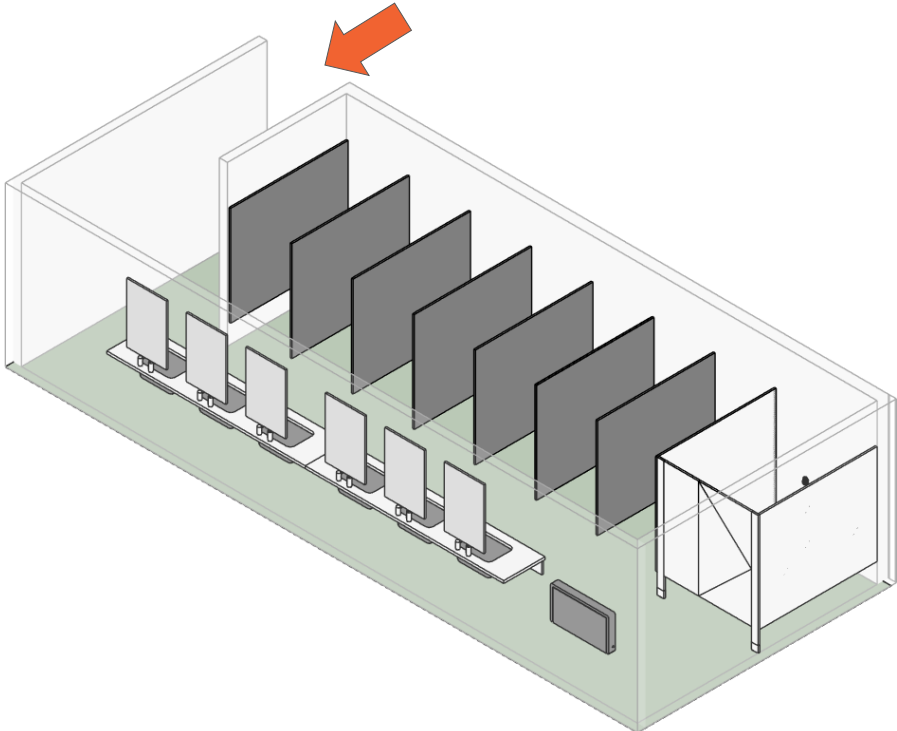
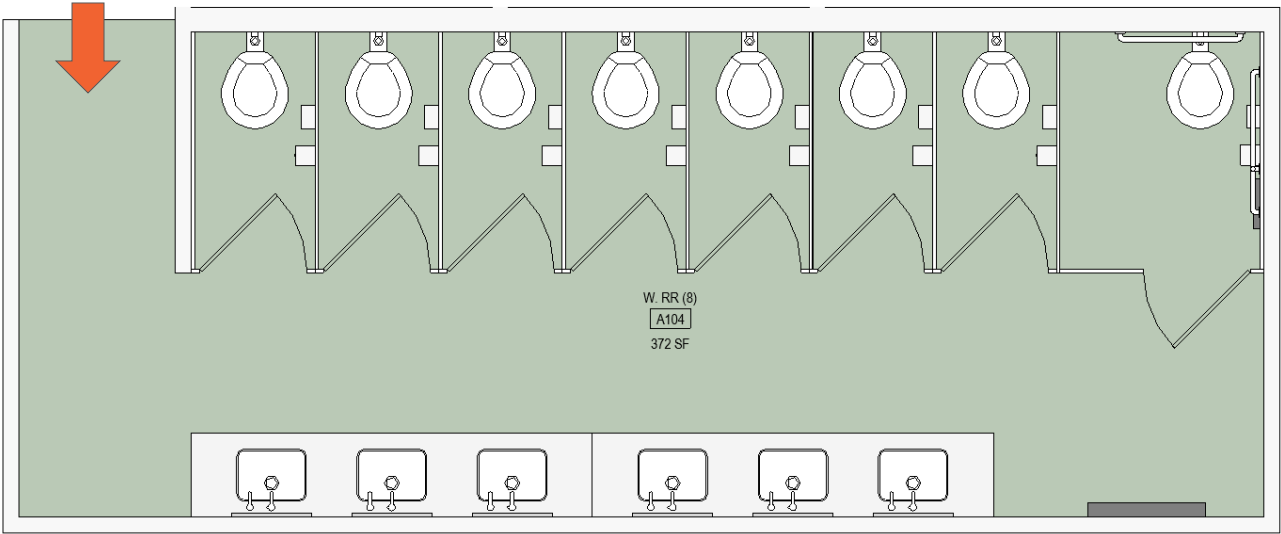
1. Are single stall restrooms okay? Let's discuss how many are needed – currently showing 8.
2. How many employees will be working at the Trailhead Center?
3. How many maintenance employees are anticipated? Dedicated or shared with other facilities? Are shared workstations in a single shared office suitable?
4. How many general offices are needed? Do these need access to the ground level? How many people shared, vs private? Could open workstation be acceptable with one small conference room for private conversations?
5. Is there a desire for a dedicated security office onsite? Could it be housed elsewhere?

TRAILHEAD WELCOME CENTER

PUBLIC RESTROOMS

2 @ 400 NSF

- Occupants:** 16
- Function:** Gendered restrooms – 8 stalls, 6 sinks
- Adjacency:** Directly adjacent to exterior plaza
- Environment:**
 - Floor:** Polished concrete or tile
 - Walls:** Tile or highly-resistant material
 - Ceiling:** Epoxy painted gypsum board, 9' minimum
 - Windows:** None (or opaque transom)
 - Doors:** Hollow metal, piano hinge
 - FF&E:** Sinks, toilet partitions, diaper changing station (both genders)
- Mechanical:** Handsink, toilet, floor drain, ventilation
- Electrical:** Hand dryer

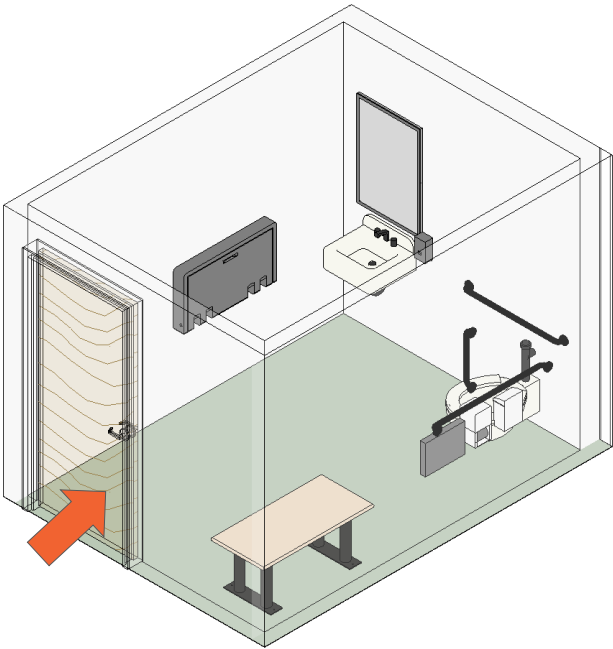
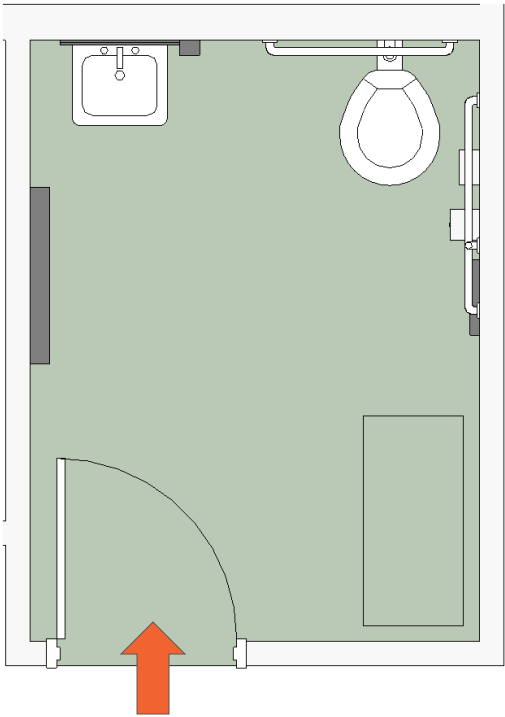


Do the public restrooms require cooling, or is heating plus exhaust sufficient?

TRAILHEAD WELCOME CENTER
FAMILY STYLE RESTROOM
8 @ 75 NSF

Occupants:	1+
Function:	Single use restroom with changing room for families
Adjacency:	Directly adjacent to exterior plaza; near splash pad
Environment:	
Floor:	Skate-friendly rubber flooring
Walls:	Tile or highly-resistant material
Ceiling:	Epoxy painted gypsum board, 9'
Windows:	None (or opaque transom)
Doors:	Hollow metal, piano hinge
FF&E:	Sink, toilet, hooks, bench, diaper changing station
Mechanical:	Handsink, toilet, floor drain, ventilation
Electrical	Hand dryer
Notes:	In direct line of sight with splash pad

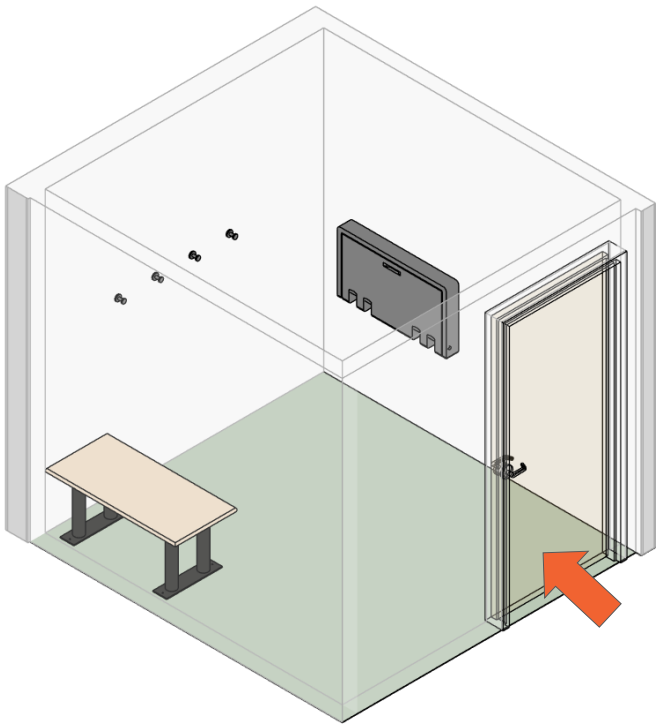
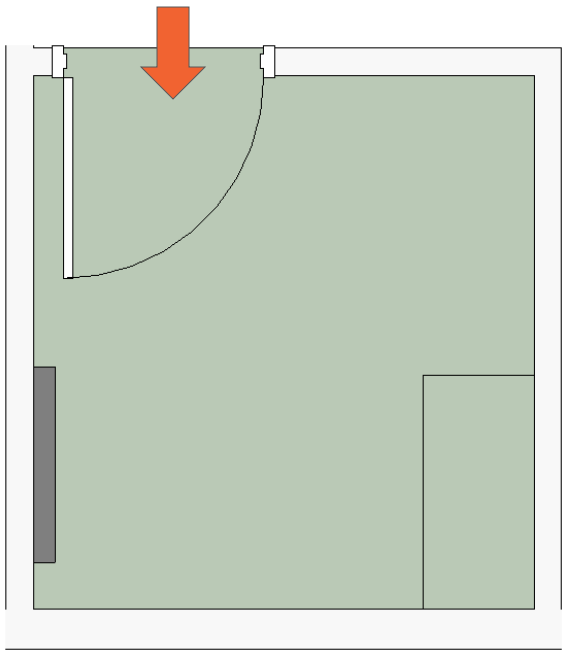
DISCUSSION: Is it okay for these to double as changing rooms?



TRAILHEAD WELCOME CENTER
FAMILY CHANGING ROOMS
4 @ 60 NSF

Occupants:	1-2+
Function:	Single rooms to change before/after splash pad use
Adjacency:	Directly adjacent to exterior plaza; near splash pad
Environment:	
Floor:	Skate-friendly rubber flooring
Walls:	Tile or highly-resistant material
Ceiling:	Epoxy painted gypsum board, 9'
Windows:	None (or opaque transom)
Doors:	Hollow metal, piano hinge
FF&E:	Bench, wall hooks, diaper changing station
Mechanical:	Handsink, toilet, floor drain, ventilation
Electrical	Hand dryer

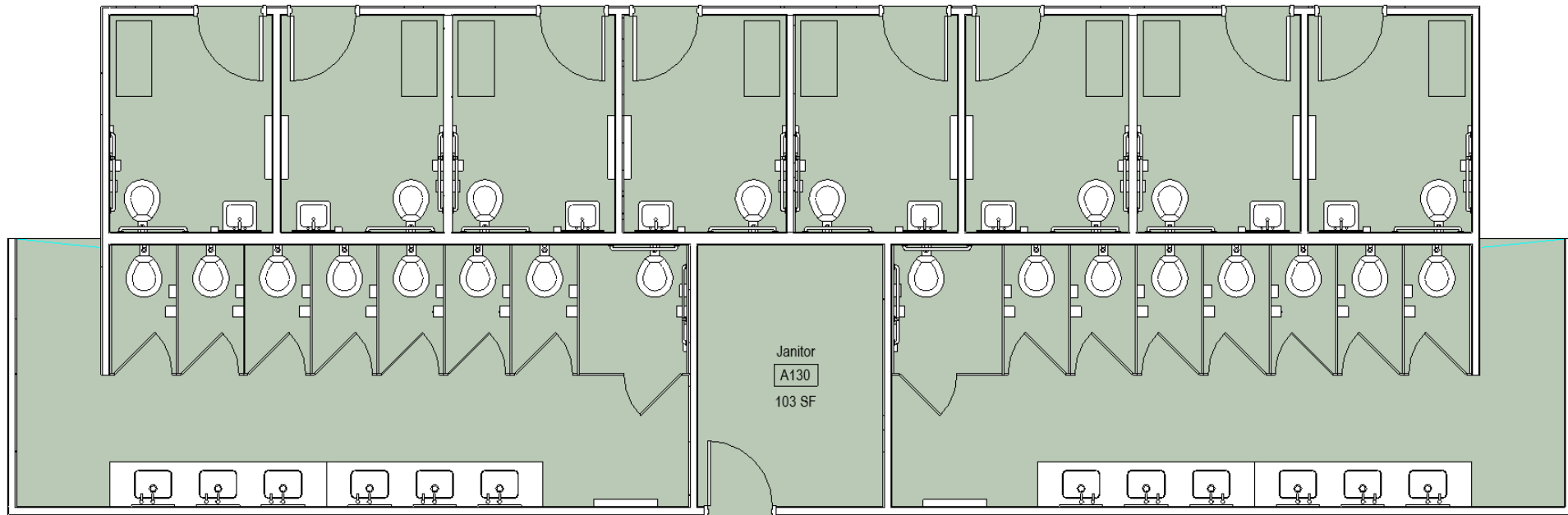
DISCUSSION: Is it okay to eliminate these and use the family style restrooms as double use



RESTROOM COMPARISON

2.5 Stalls per 1 single use bathroom

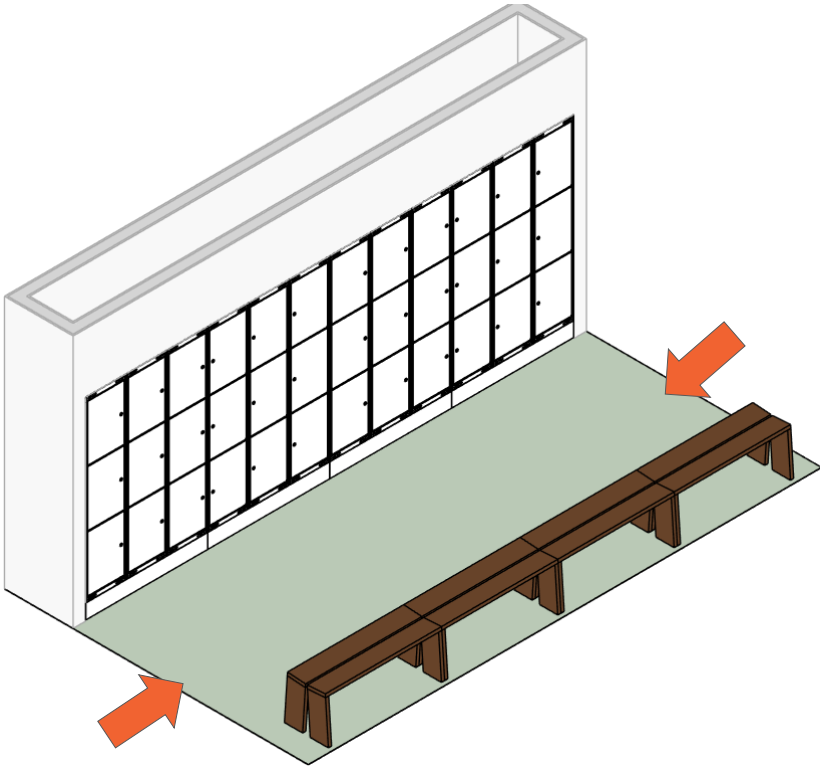
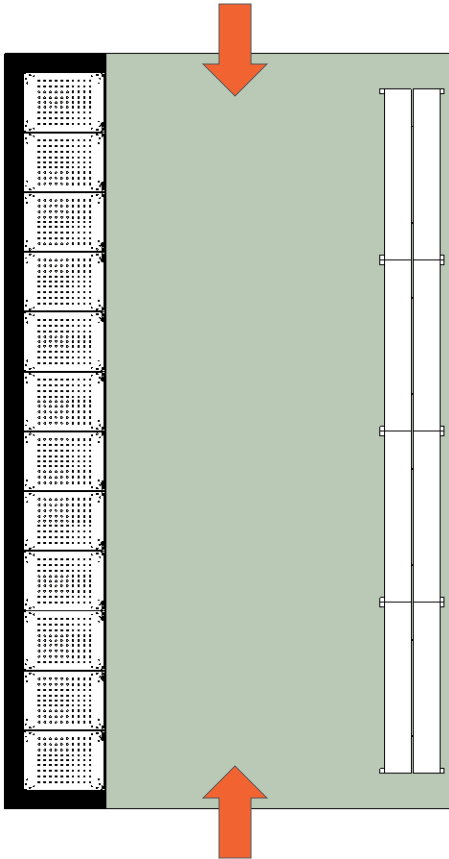
DISCUSSION: at our meeting, we will spend time comparing space utilization and project goals



***Shown for discussion purposes only – not proposed**

TRAILHEAD WELCOME CENTER
WAITING AREA, LOCKERS, COMMON SPACE
1 @ 100 NSF

- Occupants:** NA
- Function:** Circulation space that doubles as waiting space with guest lockers lining the wall
- Adjacency:** Welcome Desk (Rental and Check-out office)
- Environment:**
- Floor: Concrete or skate-friendly rubber flooring
 - Walls: Impact-resistant gyp bd., lined with lockers
 - Ceiling: TBD
 - Windows: NA
 - Doors: NA
 - FF&E:** Lockers, couches/seating
 - Mechanical:** Enhanced ventilation
 - Electrical**



TRAILHEAD WELCOME CENTER

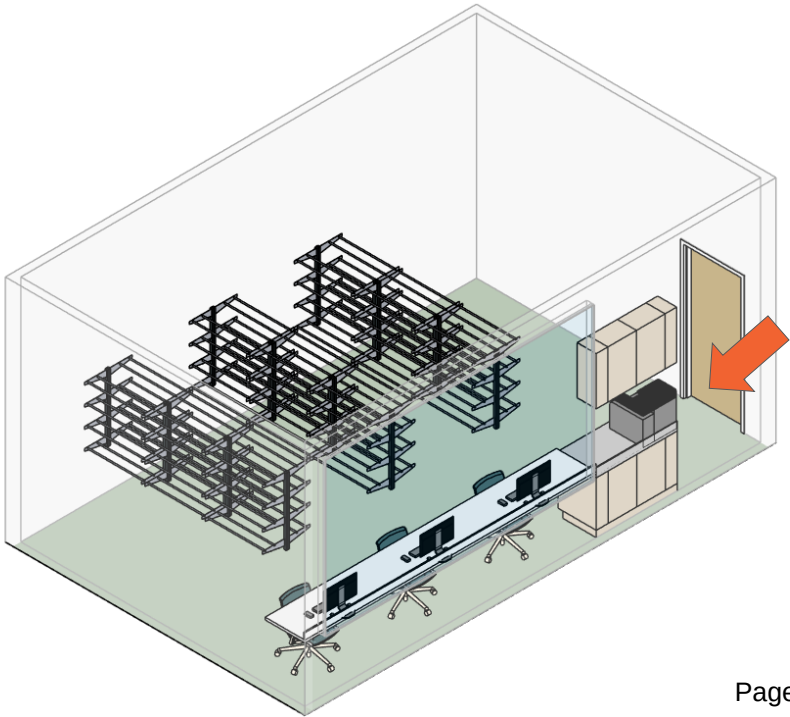
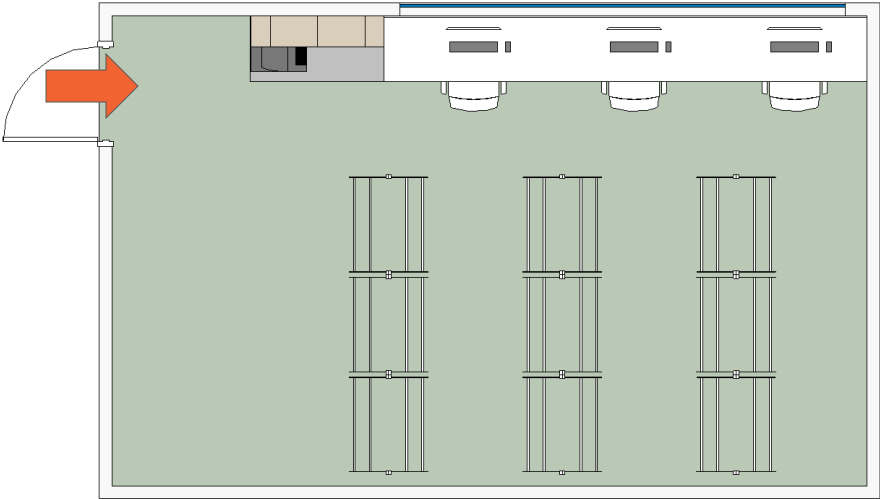
WELCOME OFFICE

1 @ 350 NSF

Occupants:	3
Function:	First point of contact Welcome Desk for visitor info, skate rental year-round
Adjacency:	Skate rink, lockers
Environment:	
Floor:	Concrete
Walls:	Gypsum board
Ceiling:	Open to structure (if mass timber) Acoustical ceiling tile (if not mass timber)
Windows:	Transaction window
Doors:	Solid wood door
FF&E:	Mobile skate rack; 6' wide; 4 double sided
Mechanical:	Enhanced ventilation
Electrical	POS station, plug mold along transaction counter wall

DISCUSSION: The information desk will also be here

- 1. Is WiFi only okay or do we need data outlets? How many?
- 2. TV for rotating information?

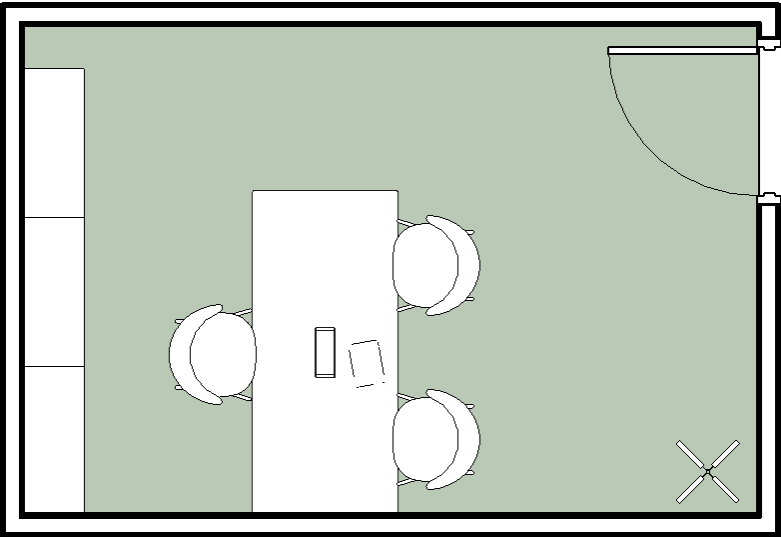


TRAILHEAD WELCOME CENTER

GENERAL OFFICES

2 @ 150 NSF

- Occupants:** 2
- Function:** General staff offices for plaza operations and rentals
- Adjacency:** Welcome Desk (rental and check-out office)
- Environment:**
- Floor: Carpet tile
 - Walls: Gypsum board
 - Ceiling: Open to structure (if mass timber)
Acoustical ceiling tile (if not mass timber)
 - Windows: Operable window
 - Doors: Solid wood door w/ side lite, hollow metal frame
 - FF&E:** Desk, 3 chairs, coat rack
 - Mechanical:**
 - Electrical**

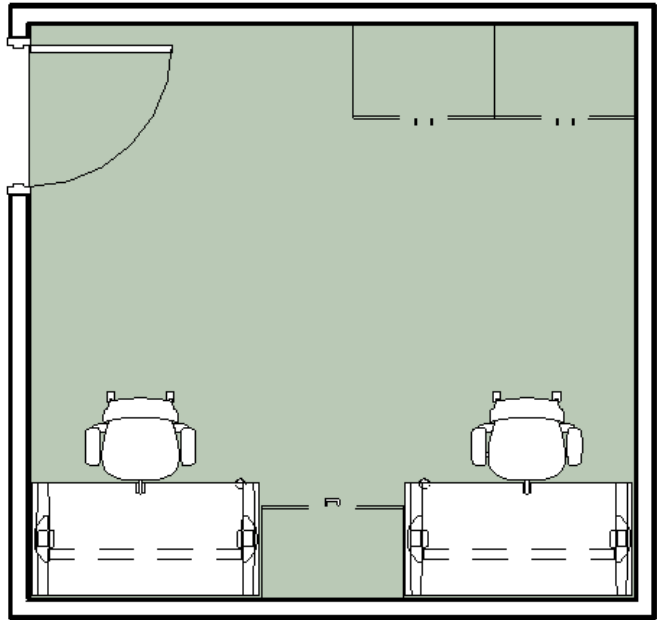
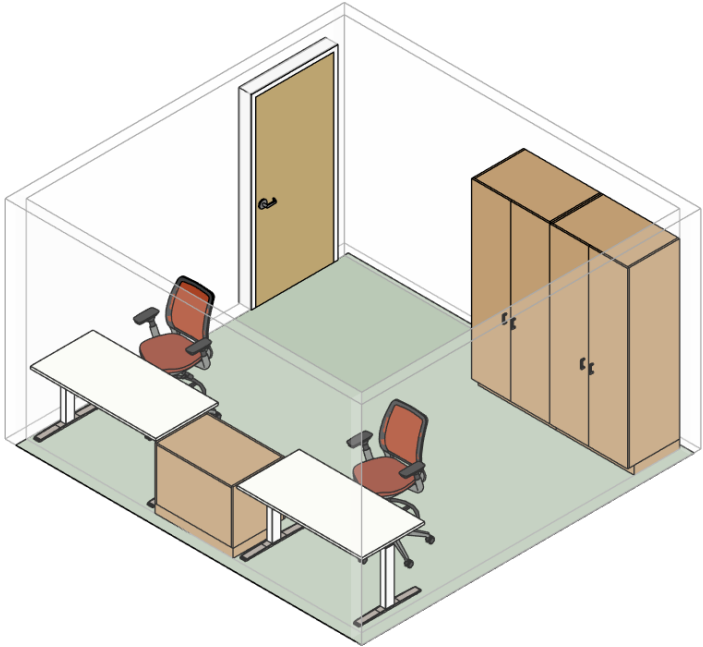


*Are the offices and break room occupied on a different schedule than the rental counter and public restrooms?
This drives the number of zones required and whether a single unit can serve the building.*

Is WiFi only okay or do we need data outlets?

TRAILHEAD WELCOME CENTER
GROUNDS CREW OFFICES
1 @ 150 NSF

- Occupants:** 2
- Function:** Shared staff office for event support team members and grounds crew
- Adjacency:** Staff break room
- Environment:**
- Floor: Concrete
 - Walls: Gypsum board
 - Ceiling: Open to structure (if mass timber)
Acoustical ceiling tile (if not mass timber)
 - Windows: Operable window
 - Doors: Solid wood door w/ side lite, hollow metal frame
- FF&E:** Worktable, 2 chairs, white board/calendar, adjustable shelving system
- Mechanical:**
- Electrical**



TRAILHEAD WELCOME CENTER

BREAK ROOM

1 @ 150 NSF

- Occupants:

2 - 5
- Function:

Shared break space for administrative staff and grounds crew
- Adjacency:

Staff offices and Welcome Desk
- Environment:

Floor:

Concrete

Walls:

Gypsum board

Ceiling:

Open to structure (if mass timber)
Acoustical ceiling tile (if not mass timber)

Windows:

Operable window

Doors:

Solid wood door w/ side lite, hollow metal frame

FF&E:

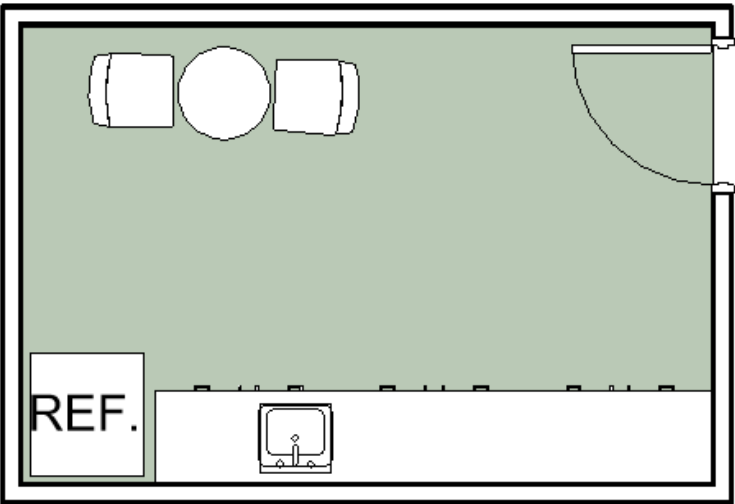
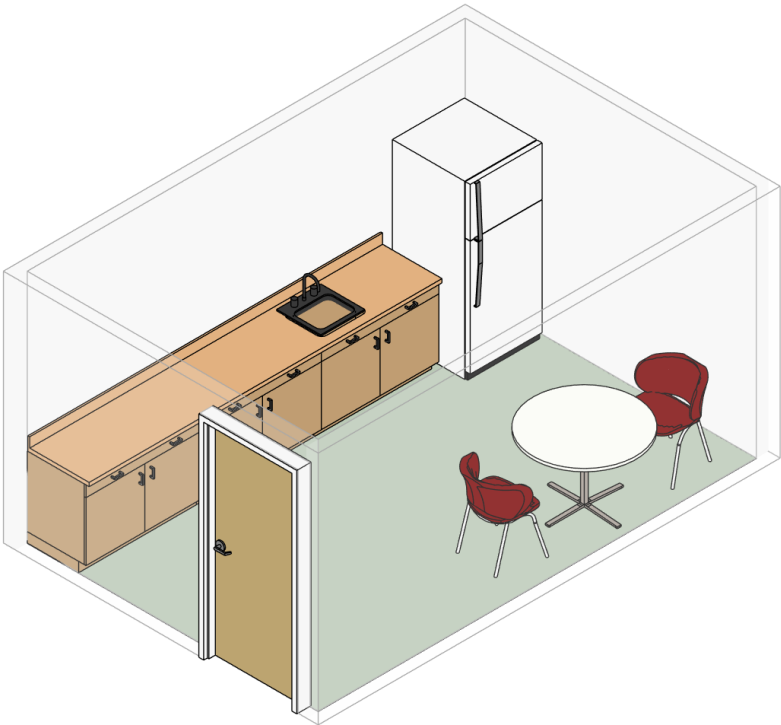
Small round table with seating, fridge, microwave

Mechanical:

Enhanced ventilation, handsink

Electrical

Support fridge, microwave, etc.



DISCUSSION: Do we want to provide lockers for employees in this space?

Do we want microwaves, garbage disposal, coffee makers?

PAVILION



Pavilion						
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACTOR	TOTAL GSF	NOTES
Pavilion	1	1,600	1,600	1.20	1,920	Simple, open air park pavilial with seating, tables and fireplace
Storage	1	180	180	1.20	216	Chair storage (up to 200), maintenance equipment , warming kitchen
Support	1	120	120	1.20	144	electrical panels/av/lighting/etc
Public Restrooms	2	60	120	1.20	144	
5			2,020		2,424	

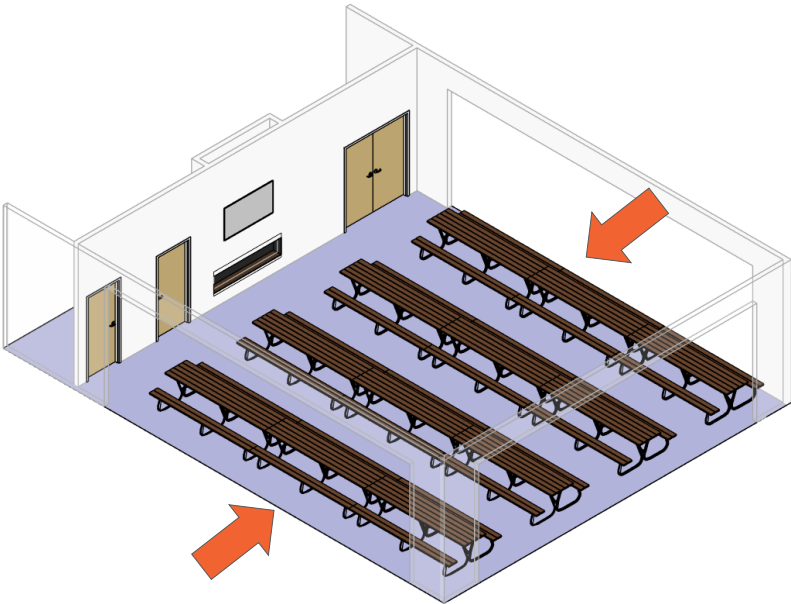
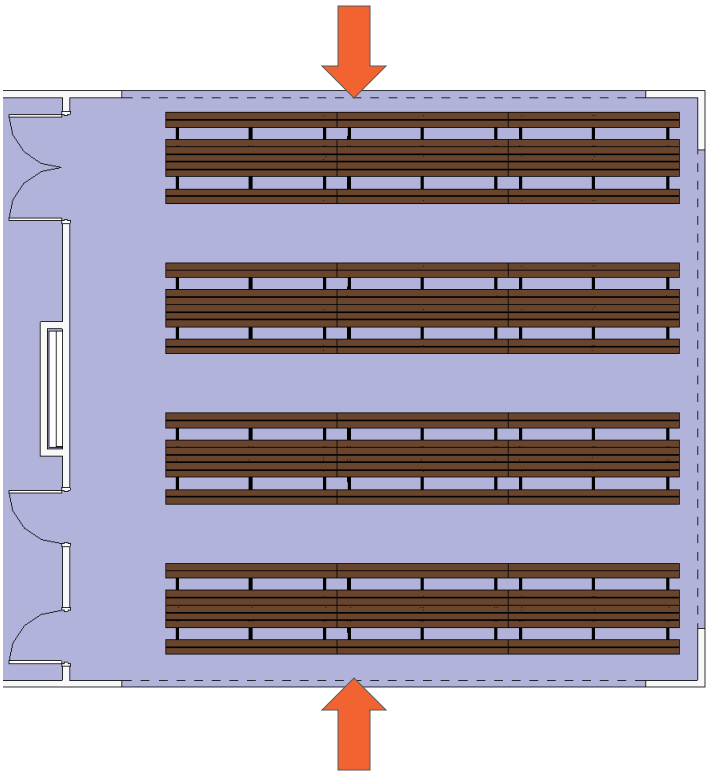
- We understand the desire is for an open-air pavilion. Would temporary walls which could be added in the cold seasons be desirable in addition to utilize this space more year-round?*

PAVILION

PAVILION

1 @ 1,600 NSF

- Occupants:** 1
- Function:** Space for parties and lunches
- Adjacency:**
- Environment:**
- Floor:** Concrete
 - Walls:** TBD
 - Ceiling:** Open to structure
 - Windows:** TBD
 - Doors:**
- FF&E:** Tables and chairs
- Mechanical:**
- Electrical**



Discussion: Any need for speakers/mic connection, monitor, lighting, and input connection?

Are park benches or tables and chairs desired?

PUBLIC MARKET (EVENT BARN)



Public Market (Event Barn)						
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACT	TOTAL GSF	NOTES
Market Flex Space	4	100	400	1.30	520	Open, flexible space
Market Seating	100	15	1,500	1.30	1,950	Multi-purpose, open space with large movable walls or garage doors that can remain open in good weather
Commercial Storage/Prep Room	2	200	400	1.30	520	
	106		2,300		2,990	

1. *Is there a desire to provide temporary market stalls (this will require storage), or for vendors to provide their own?*
2. *Will vendors be able to leave their items onsite for a few days or are they required to pack up immediately?*
3. *What is the current market setup?*
 - *How many vendors?*
 - *How many days?*
4. *What other facilities does Heber currently provide for markets or wants to provide for future markets?*

PUBLIC MARKET (EVENT BARN)

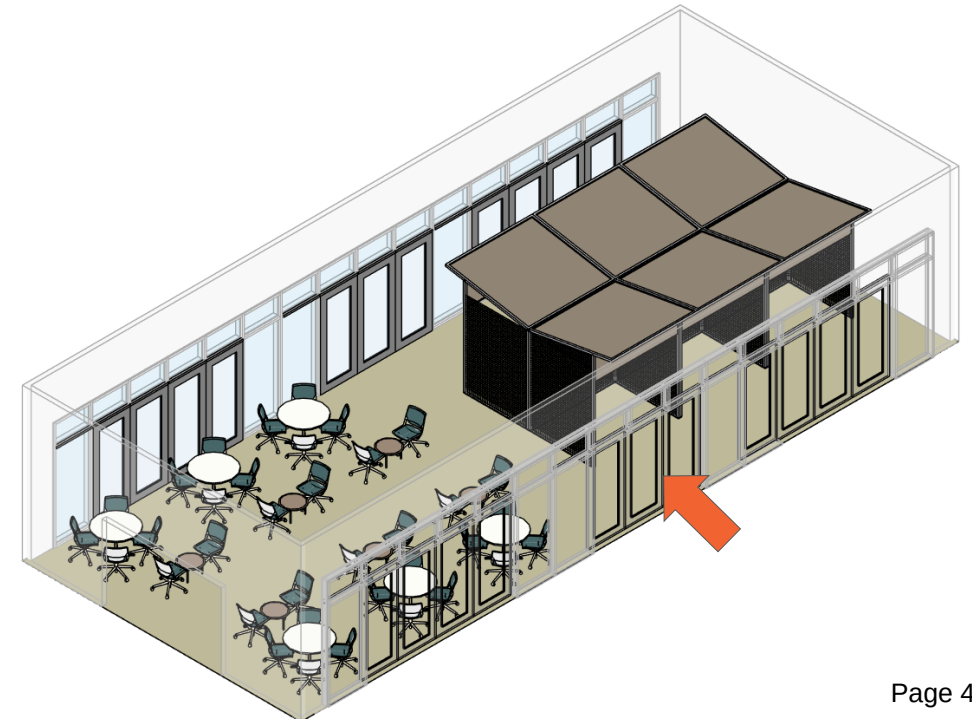
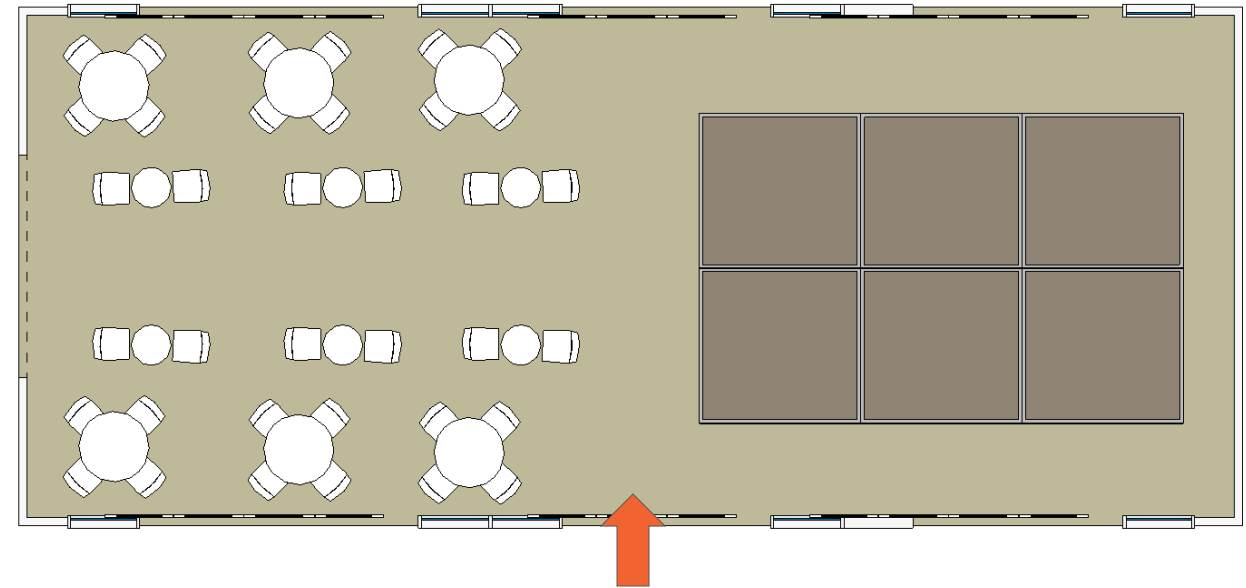
PUBLIC MARKET

1 @ 1,500 NSF

Occupants:	1
Function:	Multi-functional space for market, seating, and other events
Adjacency:	Direct access to exterior / plaza
Environment:	
Floor:	Concrete
Walls:	TBD
Ceiling:	Open to structure
Windows:	Floor to ceiling glazing if zoning code will allow
Doors:	NanaWall
FF&E:	TBD
Mechanical:	
Electrical	

Is the Public Market intended to be conditioned while the NanaWall and overhead doors are open, or only when the space is closed up? Forced air delivered into a space open to the plaza will be both a comfort problem and an energy problem.

What are the anticipated peak occupancies during events? The Public Market at 1,500 SF filled with attendees is a substantially different ventilation load than the same room used for seating.



PUBLIC MARKET (EVENT BARN)

PUBLIC MARKET

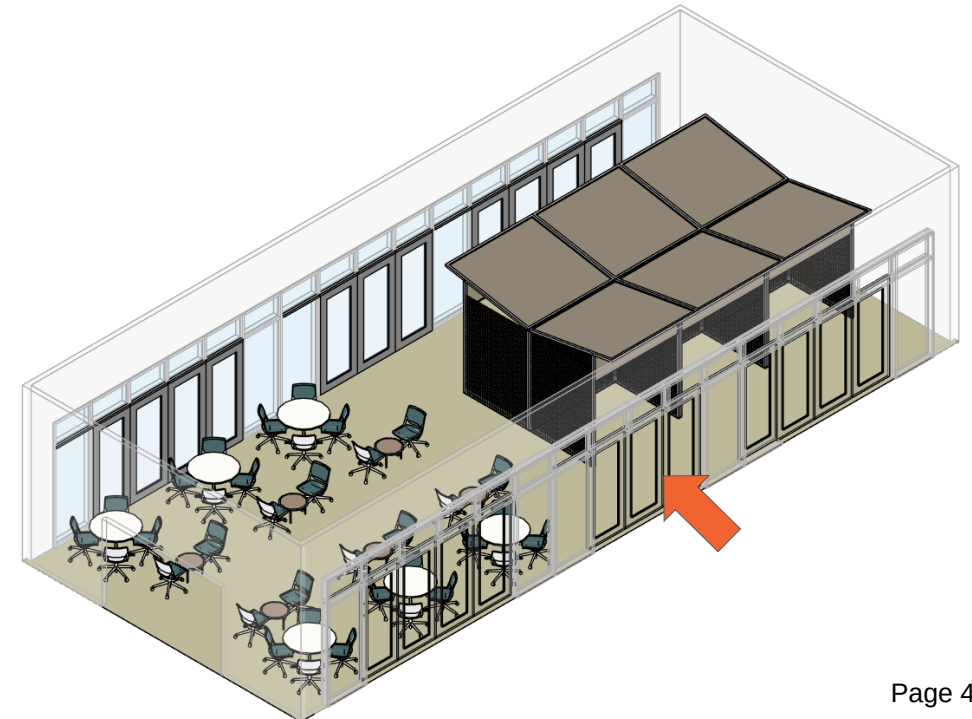
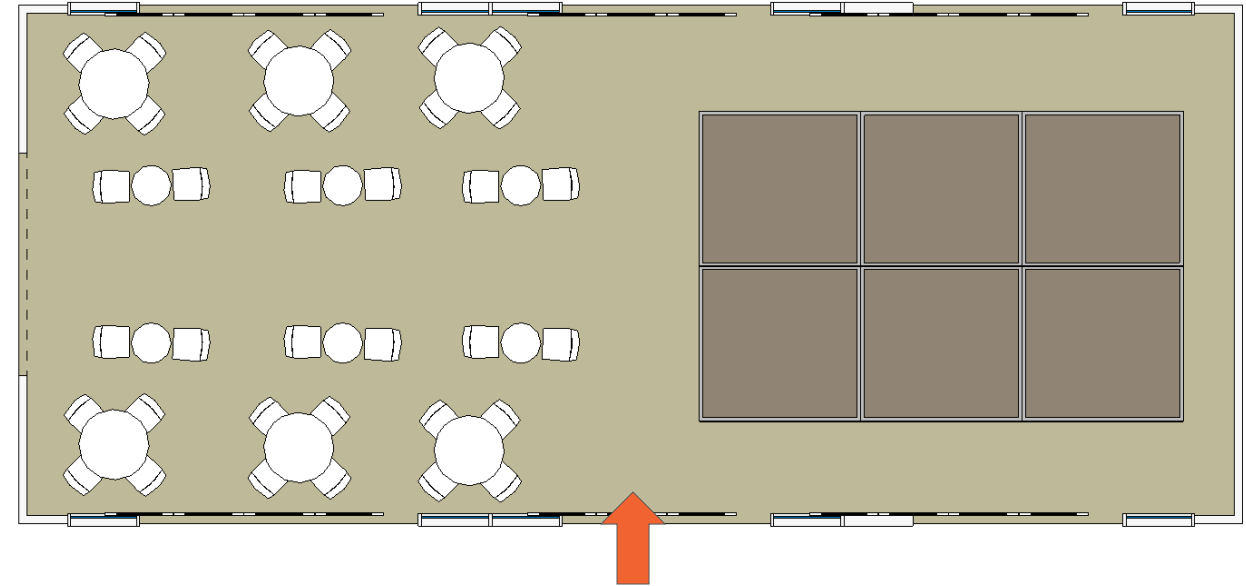
1 @ 1,500 NSF

Occupants:	1
Function:	Multi-functional space for market, seating, and other events
Adjacency:	Direct access to exterior / plaza
Environment:	
Floor:	Concrete
Walls:	TBD
Ceiling:	Open to structure
Windows:	Floor to ceiling glazing if zoning code will allow
Doors:	NanaWall
FF&E:	TBD
Mechanical:	
Electrical	

Is the Public Market intended to be conditioned while the NanaWall and overhead doors are open, or only when the space is closed up? Forced air delivered into a space open to the plaza will be both a comfort problem and an energy problem.

What are the anticipated peak occupancies during events? The Public Market at 1,500 SF filled with attendees is a substantially different ventilation load than the same room used for seating.

Do we want WiFi or outlets and floor boxes?



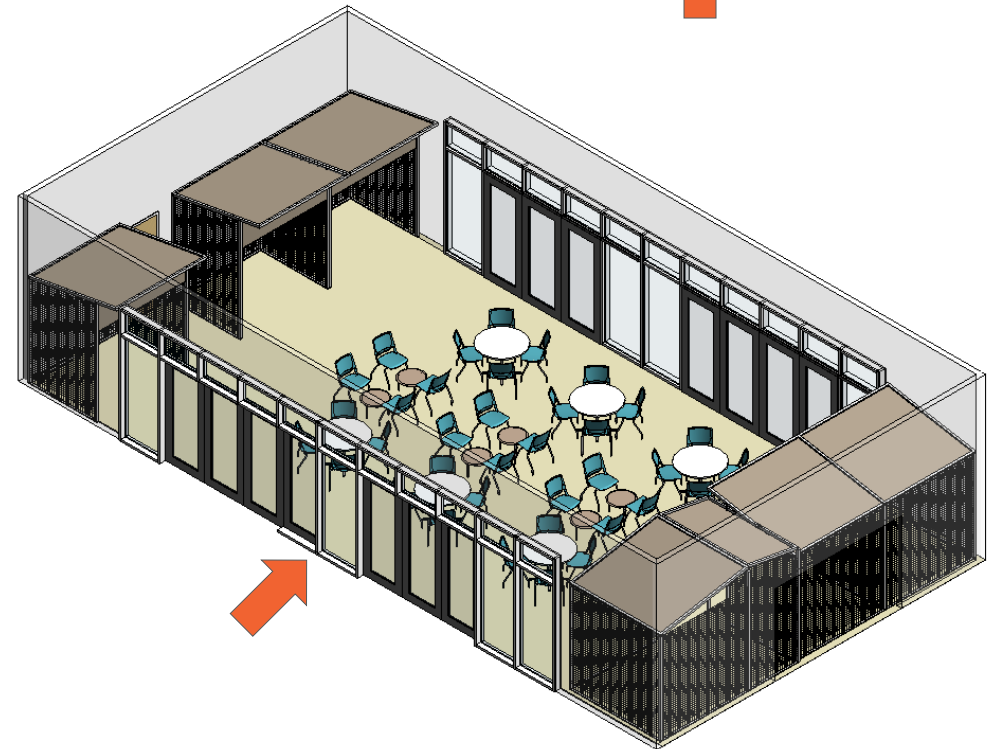
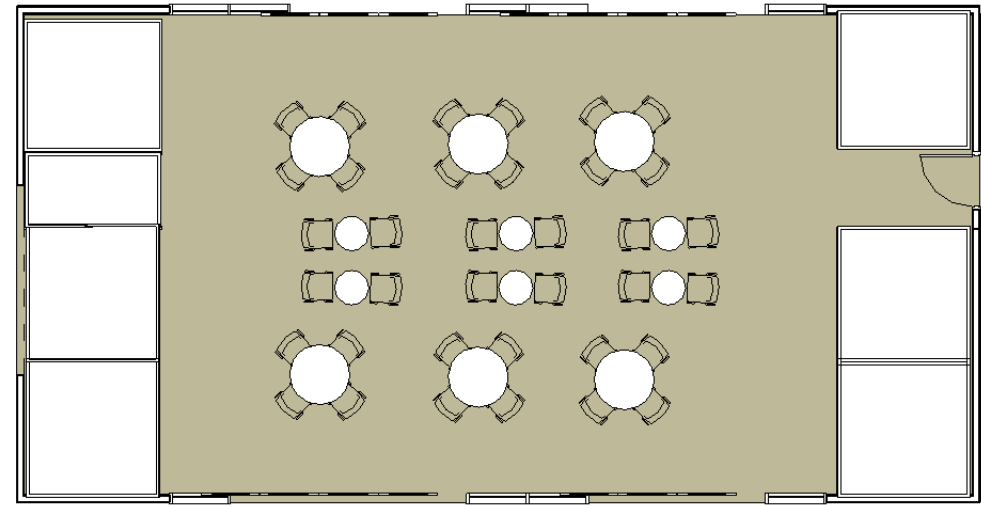
PUBLIC MARKET (EVENT BARN)

PUBLIC MARKET

1 @ 1,500 NSF

ALTERNATE LAYOUT

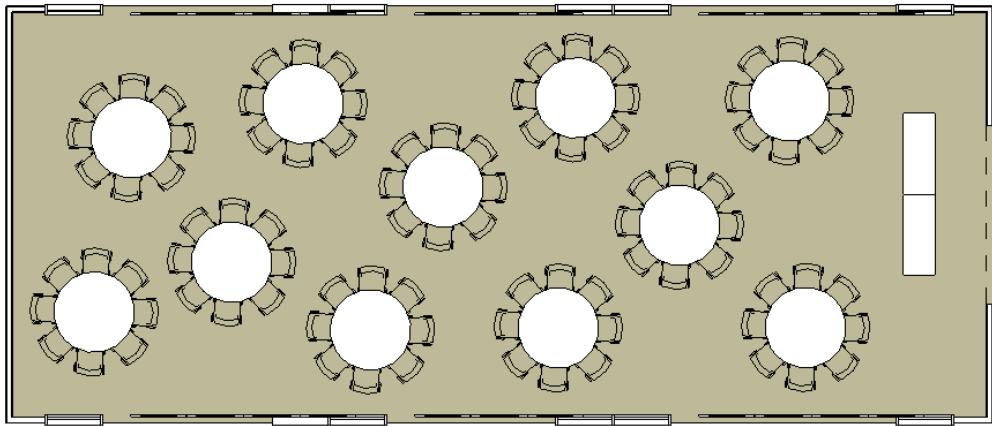
Discussion: on the following slides, please come ready to discuss the flexibility of the space and anticipated needs and uses.



PUBLIC MARKET (EVENT BARN)

PUBLIC MARKET

1 @ 1,500 NSF



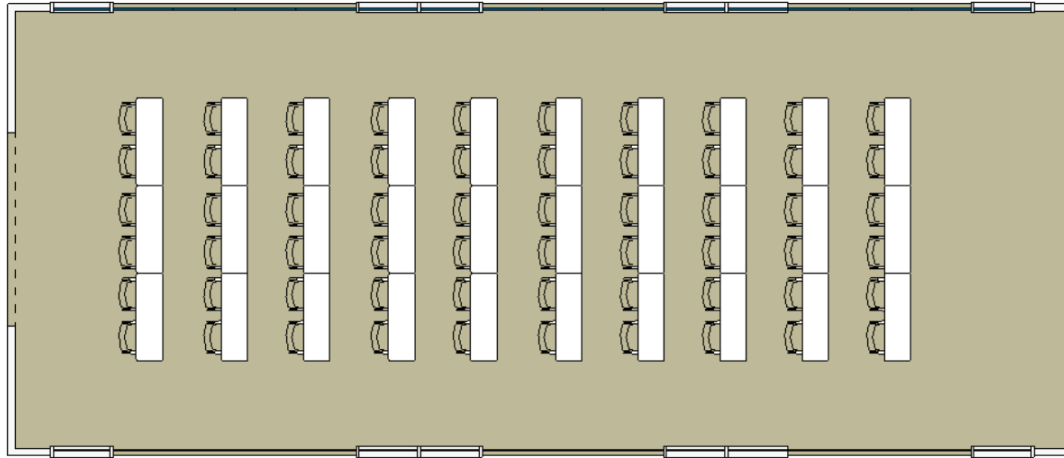
BANQUET LAYOUT

88 SEATS

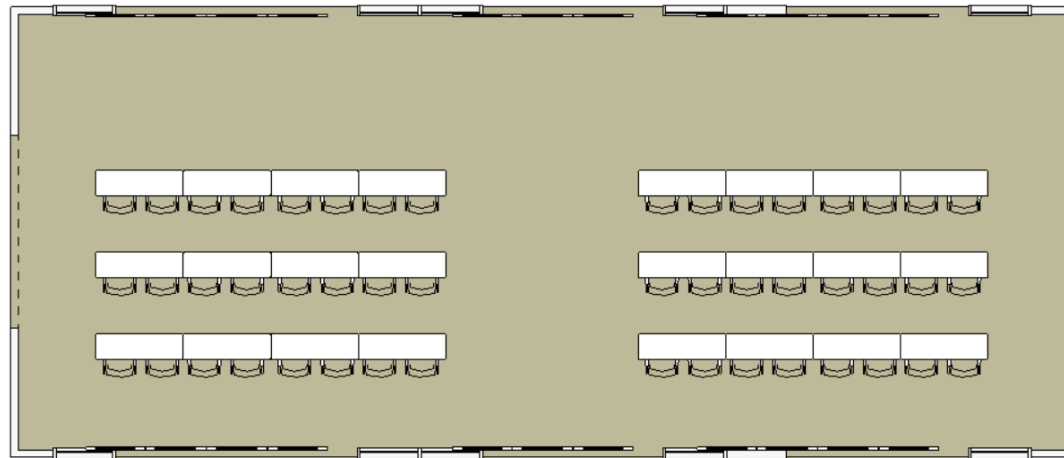
PUBLIC MARKET (EVENT BARN)

PUBLIC MARKET

1 @ 1,500 NSF



LECTURE LAYOUT
60 SEATS

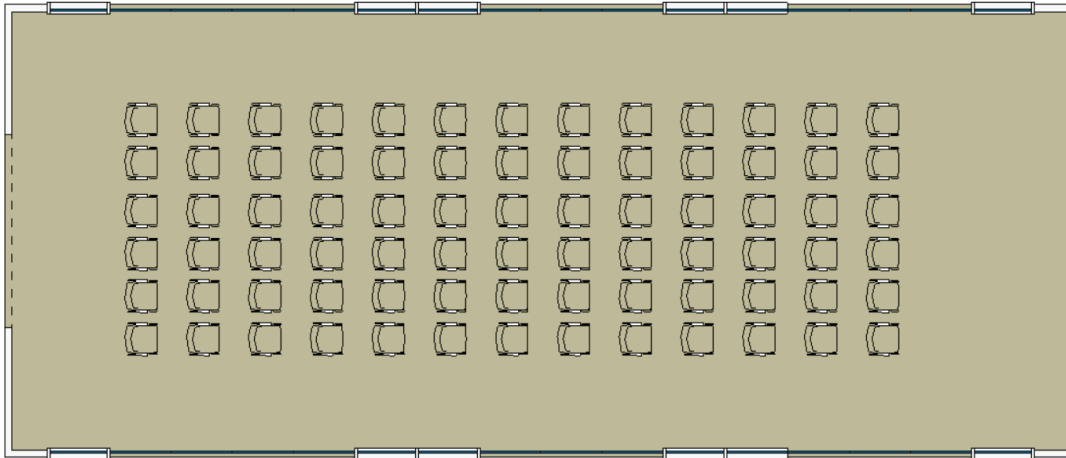


LECTURE LAYOUT
48 SEATS

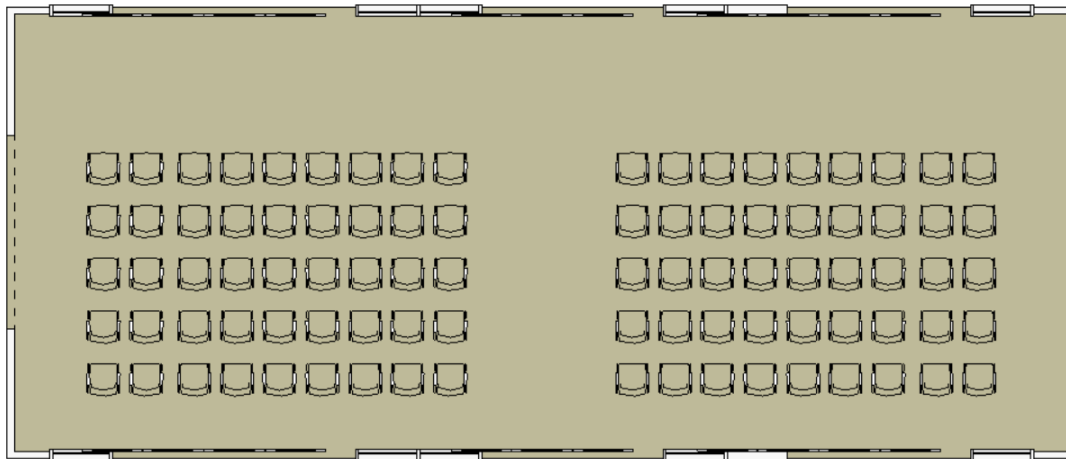
PUBLIC MARKET (EVENT BARN)

PUBLIC MARKET

1 @ 1,500 NSF



LECTURE LAYOUT
78 SEATS



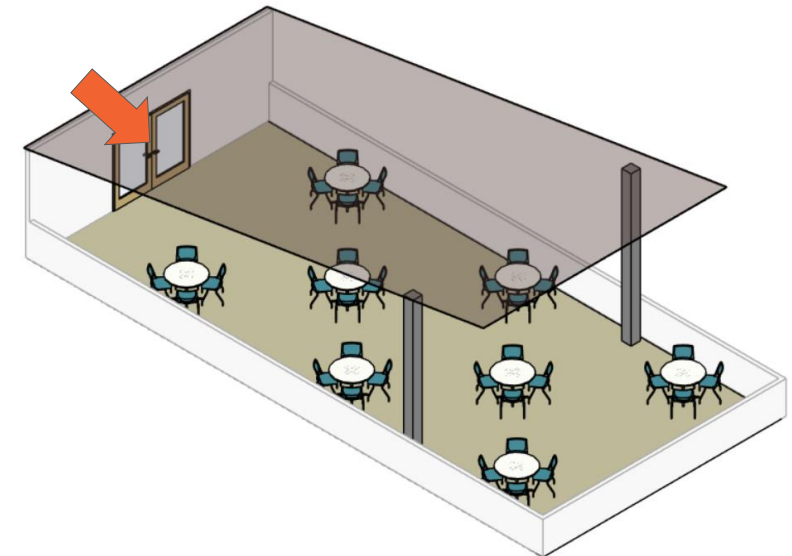
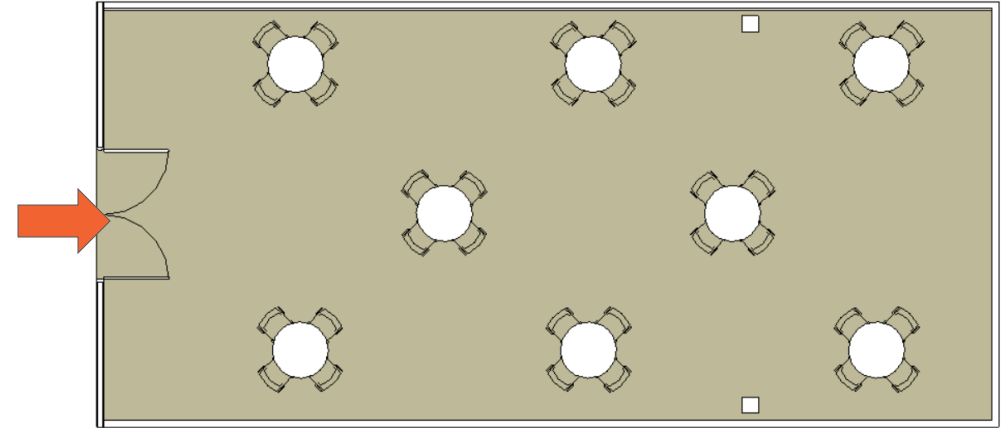
LECTURE LAYOUT
90 SEATS

PUBLIC MARKET (EVENT BARN)

ROOFTOP PATIO

1 @ TBD NSF

Occupants:	TBD
Function:	Rooftop patio for lunches or gatherings
Adjacency:	NA
Environment:	
Floor:	Pavers
Walls:	Railing, parapet, or full glass enclosure
Ceiling:	Perforated metal or pergola
Windows:	None
Doors:	Double doors
FF&E:	Tables and Chairs
Mechanical:	
Electrical	



Points of Discussion: The size and look of the patio will largely depend on the design direction of building. See images on next slide.

1. The roof/shading can be an overhang of the building roof or an operable shading system

2. Surround enclosure can vary from being fully open, to temporary enclosures, or permanent, Nanawall enclosures

PUBLIC MARKET (EVENT BARN)

ROOFTOP PATIO

1 @ TBD NSF

Covering

1. The roof/shading can be an overhang of the building roof or an operable shading system



ICE RIBBON SUPPORT



Ice Ribbon Support					
SPACE NAME	SPACE QTY	NSF/ SPACE	TOTAL NSF	CIRC FACTOR	TOTAL GSF
Garage and Ice Dump	1	1,000	1,000	1.20	1,200
Lawn Irrigation System	1	100	100	1.20	120
Operations enclosure	1	400	400	1.20	480
	1		1,500		1,800

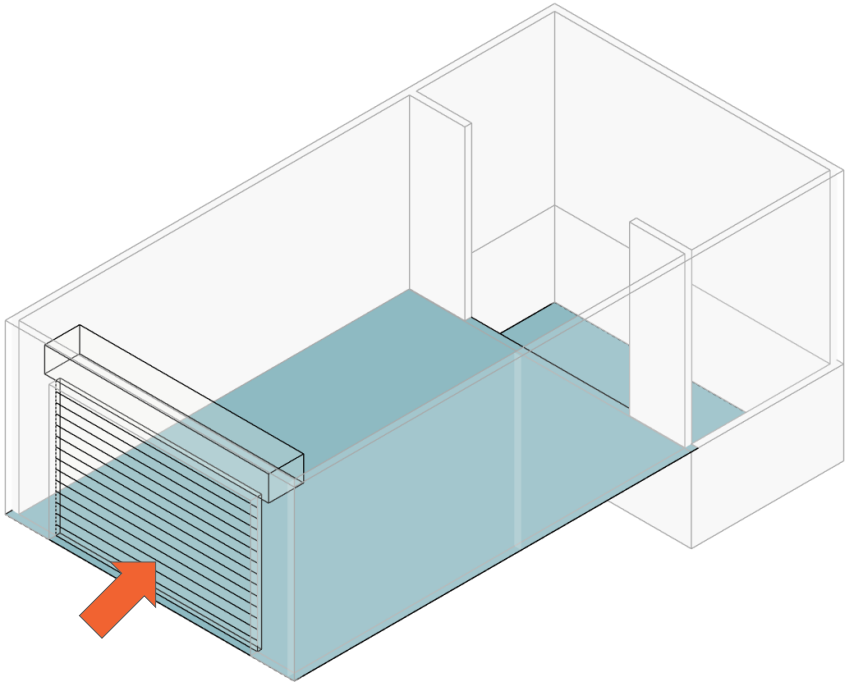
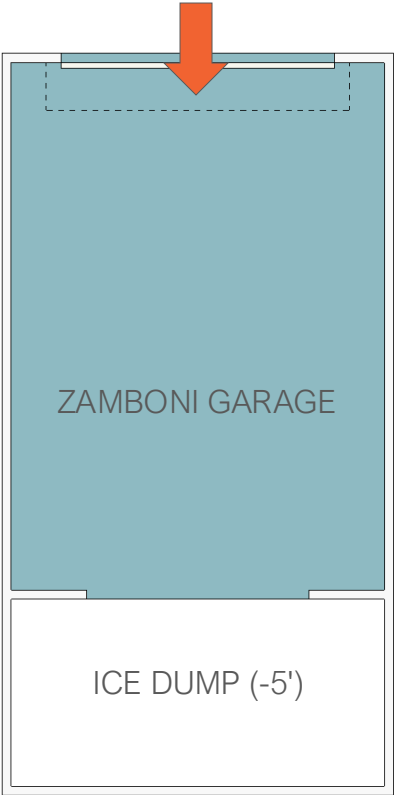
1. Who is responsible for snow removal around grade-mounted equipment, and is there a snow storage plan that keeps equipment clear?

ICE RIBBON SUPPORT

SUPPORT / PREP ROOM

1 @ 1600 NSF

Occupants:	1
Function:	Garage for the Zamboni and ice dump
Adjacency:	Ice Skate Rink
Environment:	
Floor:	Concrete
Walls:	TBD
Ceiling:	TBD
Windows:	None
Doors:	Garage door and hollow metal door
FF&E:	
Mechanical:	
Electrical	



Where will the ice ribbon refrigeration equipment be located, and is that scope in Resolut's contract or another party's? This is potentially the single largest mechanical space driver on the project and should be answered before any mechanical room is sized.

Is the Zamboni electric or propane/gas-fired? A combustion unit in an enclosed garage requires mechanical ventilation and CO/NO2 detection, and changes how the garage is heated.

Building Systems Discussion

1. Would the Owner rather give up conditioned floor area inside the Welcome Center for mechanical closets, or construct a parapet tall enough to conceal rooftop equipment? Allow roughly 60 to 100 SF per furnace closet, versus a parapet extending several feet above the tallest unit to screen it from the plaza.
2. Is the Welcome Center roof pitched or flat? Rooftop units require a flat field with clear service clearance around each unit. If pitched, RTUs won't be a viable option.
3. Will we have dropped ceilings, or is the plan to have an open ceiling? If open, where is the ductwork intended to run?
4. If furnaces are located indoors, are closets off the back-of-house corridor acceptable, or is a dedicated mechanical room preferred? Confirm whether that room could also house the ice ribbon refrigeration equipment, which would change the space allocation.
5. If condensing units are located at grade rather than on the roof, where can they be placed, and what protection is required?
7. Does the City have an established standard for HVAC manufacturers, filter sizes, or controls that we should match to their existing stock and service agreements?
8. Is there an existing building automation system the City wants these buildings tied into, or is standalone thermostat control acceptable?
9. Is the City willing to send staff onto a roof in winter for filter changes and service calls? If so, permanent roof access, a stair or ship's ladder, and fall protection at the roof edge must be planned.
10. At end of equipment life, is crane access to the roof available given the plaza layout and the ice ribbon? A furnace can be removed through a door; a packaged rooftop unit cannot.
11. What building service life is the City planning around? Packaged rooftop units are typically replaced sooner than a split system with an indoor furnace.
12. We are assuming natural gas as the most dependable, cost efficient source of heating. Advise if it not available or desired.
13. Is there a target construction budget for mechanical work, or an overall project budget we should be testing the options against?
14. How important is acoustic performance? Rooftop units located directly over offices transmit fan noise into those spaces, and equipment noise carrying into the plaza should be avoided.
15. Among appearance from the plaza, ease of maintenance, first cost, and floor area preserved, how would the City rank these priorities? If the Owner is willing to rank these four items, the system selection largely resolves itself.



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Resolution 2026-22 to Rescind Phase II Water Restrictions
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

During the month of June, 2026, in response to the water shortage and the Governor's severe drought designation for the majority of the State, with 22 Counties experiencing extreme drought, the City Council implemented **Phase II: Moderate Water Shortage – Voluntary Action Required**, of the City's Water Shortage Plan. This phase is a cautionary phase in which water users are informed that the City is experiencing drought conditions, and all indications were at that time that this condition would extend for the rest of the outdoor water season. The primary goal of the Phase II implementation was to maintain irrigation service to at least mid-September.

As a result of the conservation efforts of the Heber City residents, and the rains during the past summer months, pursuant to the City's Water Shortage Plan "Plan", and the City's Engineering Department recommendation, Staff submits a recommendation that the City Council rescind its Water Shortage Phase II water restriction implemented in June, 2026, and designate a return to Phase I of the Plan.

RECOMMENDATION

See above Summary.

BACKGROUND

Pursuant to said Phase II, water users were asked to follow the voluntary conservation measures of this Phase.

Voluntary Measures Lawn Watering: Limit watering during periods of precipitation, windy days, and between the hours of 10:00 a.m. and 6:00 p.m. Outdoor watering should be limited to three days each week for residential and commercial users during peak months (June, July, and August).

Outdoor watering for off-peak months (April, May, September, and October) should be limited to twice per week.

Vehicle Washing: If washing vehicles at home, limit to bucket washing with hose nozzle. Wash vehicle on a permeable surface such as lawn. Swimming Pools: cover pools when not in use and reduce the water level in pools by four inches below spill line to prevent water loss.

Hard Surface Washing: Limit hard surface washing except for health and safety reasons.

Trigger: This phase can be initiated when CUWCD and/or the Provo River Commissioner notify the City and other local communities that snowpack, river flows, and reservoir levels are below normal and secondary water supplies may not last through the entire irrigation season. Other supporting data shows that supply levels are not projected to improve. Demand levels indicate the need for a more systematic response to manage current water supply.

Objective: Reduce demand to meet target consumption levels achieved by voluntary conservation measures; Postpone the enactment of Phase III and more stringent action; Minimize the impact to water users while meeting the targeted water use.

Termination of Phase: the City Council may revert to Phase I when the conditions and triggers listed have ceased to exist for a reasonable period. Upon termination of Phase II, the Normal Water Conditions Phase becomes effective unless otherwise stated.

Water Use Reduction: A target of a City wide 5% reduction in water usage.

As stated previously, the City has historically limited its actions to voluntary water conservation measures unless the State, local water districts, or Central Utah Water Conservancy District issue additional restrictions or directives. When such notices, advisories, directives, or mandates are issued, City staff provide recommendations to the City Council, which then considers and implements appropriate measures consistent with the applicable Plan and State guidance.

Heber City's Water Shortage Plan, the City's conservation guidelines, and current water efficiency ordinances are found on the City's website, www.heberut.gov.

Chris York from the Central Utah Water Conservancy District (CUWCD) has been asked to offer an opinion or suggestion on whether the City could rescind Phase II and go to Phase I of the Plan, to assist the Council in determining which Phase to implement.

Mr. York has told the City Engineering Department that, based on his ongoing reviews and observations, he has no objection to the City rescinding its Water Shortage Phase II water restriction and returning to Phase I of the Plan.

DISCUSSION

Authorization: The Heber City Council directs the implementation of Phase I of the Plan upon recommendations from City Staff in the determination that such implementation is appropriate given the water situation in the City and the fact that it is now the middle of September. The City Council

has authority to initiate or terminate drought or other water supply emergency response measures as described in the Plan.

Normally, the end of the Irrigation season can occur between the second week in September and the second week of October. The CUWCD is one of the primary entities that helps make that determination.

Water Shortage Phases: Heber City coordinates with the CUWCD, along with other local agencies and water suppliers, to determine the extent of the drought's impact on the Heber Valley and its water supplies and will take appropriate action as described in the Plan.

Based on current water supply and conditions, the City may implement an appropriate water shortage phase, up or down, for a given time frame, as outlined below. Each phase is enacted by the City Council after receiving recommendations from City Staff.

Water shortage levels have been categorized into four phases according to water availability. The Plan labels and color-codes each phase to illustrate when a phase should be in effect.

- Phase I: Normal Water Conditions – Standard Conservation Goals (Green)
- Phase II: Moderate Water Shortage (Yellow)
- Phase III: Moderate to Severe Water Shortage (Orange)
- Phase IV: Severe Water Shortage (Red)

The irrigation season for the Valley can typically end in the Second Week of September and usually does not extend past October 15th. It appears that, in part because of the City's proactive implementation of Phase 2, and the benefit of receiving rainfall during the summer in the mountains and the Heber Valley, the irrigation season will reach fruition, at least through the second week of September.

FISCAL IMPACT

N/A.

CONCLUSION

See Above.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

*"I move that, in coordination with and subject to the City Engineer's verification, findings, and recommendations as outlined above, the City implement **Phase I** of the Water Shortage Plan, moving down from the more restrictive water use of a Phase II to Phase I, as necessary to protect the public health, safety, and welfare; and that the City's Public Works Department work in coordination with the City's Social Media Official, to issue media releases, newsletter updates, and public service announcements encouraging voluntary water conservation, until further notice and updates."*

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item.

*"I move that, subject to the City Engineer's verification, findings, and recommendations as outlined above, and in some aspects, notwithstanding certain aspects, the City remain at **Phase II** of the Water Shortage Plan, as necessary to protect the public health, safety, and welfare; and that the City's Public Works Department work in coordination with the City's Social Media Official, to continue to issue media releases, newsletter updates, and public service announcements encouraging voluntary water conservation, until further notice and updates."*

ACCOUNTABILITY

Department: Administrative
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Resolution Recinding the City's Water Shortage Plan Phase 2 2026

RESOLUTION NO. 2026-22

RESOLUTION NO. 2026-22

A RESOLUTION OF THE HEBER CITY COUNCIL RESCINDING PHASE 2 and ADOPTING PHASE 1 OF THE HEBER CITY WATER SHORTAGE PLAN

WHEREAS, Heber City is a municipal corporation organized under Utah Code Title 10, with authority to manage and conserve municipal water resources for the health, safety, and welfare of its residents; and

WHEREAS, Utah law, including Utah Code § 73-2-22, allows municipalities to prepare, maintain, and implement water conservation and shortage response measures to ensure reliable water supply during periods of drought, emergency, or system capacity limitations; and

WHEREAS, the Heber City Water Shortage Plan (“the Plan”) establishes four escalating phases of water shortage response, each designed to protect the City’s water system, maintain essential public services, and promote responsible water stewardship; and

WHEREAS, the Central Utah Water Conservancy District, (CUWCD) has indicated to the City Engineer that it supports the Council’s decision to move from a Phase II, to a Phase I; and

WHEREAS, the City Engineer has recommended that as a result of said CUWCD support, and the conservation efforts of the Heber City residents, and the rains during the past summer months, pursuant to the City's Water Shortage Plan "Plan", that the City Council rescinds its Water Shortage Phase II water restriction implemented in June, 2026, and adopt the less restrictive Phase I of the Plan; and

WHEREAS, the Heber City Council finds that adoption of Phase 1 is in the best interest of the public, is consistent with Utah law, and is necessary to prolong the long-term reliability of the City’s water system, and possibly protect public health, safety, and welfare.

NOW, THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF HEBER CITY, UTAH, THAT:

1. Rescinds Phase 2 and Adoption of Phase 1.

The Heber City Council hereby **rescinds Phase 2 of the Heber City Water Shortage Plan, and adopts and activates Phase 1** of that same Plan- Normal Water Conditions – Standard Conservation Goals (Green) of the Heber City Water Shortage Plan, effective immediately upon passage of this Resolution.

2. Implementation and Enforcement.

There are no specific water use targets or restrictions for this Phase.

Water users are not required to make water use changes but are encouraged to take steps to conserve water. Under these conditions Heber City has determined that water supply is adequate to meet demand but that the supply may not be as healthy as historic levels.

3. Public Notification.

The City shall provide timely public notice of Phase 1 activation through the City website, social media, utility billing inserts, and may use other communication channels to ensure broad community awareness.

4. Review and Adjustment.

Based upon Staff Recommendation, the Council may modify, escalate, or rescind Phase 1 based on updated data and recommendations.

5. Severability.

If any provision of this Resolution is found invalid, the remaining provisions shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that Resolution **2026-22** is hereby adopted, **RESCINDING PHASE 2, and ADOPTING PHASE 1 OF THE HEBER CITY WATER SHORTAGE PLAN.**

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of September, 2026, by the Heber City Council, State of Utah.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Mike Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____

Morgan Murdock

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER



Heber City Council Staff Report

MEETING DATE: 9/15/2026

SUBJECT: Affordable Housing 101 Learning Series: Public/Private Partnerships, presented by Jake Wood, J. Fisher Co. & Karly Brinla, Brinshore Development

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

Heber City has scheduled a series of affordable housing discussions in 2026. This is the fourth discussion in the City's Affordable Housing 101 series. Jake Wood and Karly Brinla will lead a discussion on how cities, nonprofits, and private developers collaborate to deliver affordable housing, including partnership models and case studies.

Jake Wood serves as the Managing Director of Affordable Housing at J. Fisher Companies, a vertically integrated real estate development firm based in Centerville, Utah. As part of the company's leadership team, he contributes to a values-driven organization known for creating lasting neighborhoods, housing, and community spaces across the Intermountain West. Jake plays a key role in advancing the firm's mission to build with purpose, lead with integrity, and deliver well-designed, well-built projects that strengthen communities.

Karly Brinla joined Brinshore in 2020 and is responsible for project management, including predevelopment, financing, construction, marketing, and community outreach. She has worked on projects across the country with particular focus on partnering with Cities, Housing Authorities, nonprofits, and other municipalities. Currently, Karly runs Brinshore's Indiana, Utah, and California markets. Karly also runs the Brinshore Internship "Brinternship" training program. Karly is a founding member and president emeritus of the Women in Affordable Housing – Illinois Chapter.

Before joining Brinshore's development team, Karly worked part-time as a developer for Brinshore while teaching and completing her graduate work at the University of Illinois. She taught Business Calculus and Linear Algebra for Business, in addition to numerous other courses in the Mathematics department. She also consulted with Brinshore in 2014 on a statistical analysis project, in which she designed and used a periodic algorithm to analyze fluctuations in the Evanston Housing Market.

Karly has a Ph.D. in Mathematics from the University of Illinois at Chicago, and a Bachelor's Degree in Mathematics from Pitzer College.

RECOMMENDATION

BACKGROUND

The City has set up a website for affordable housing information:

<https://www.heberut.gov/454/Affordable-Housing>. This website will be updated to include links to all videos from the Affordable Housing 101 Learning Series. Below is the complete schedule of upcoming events:

1. **Introduction to Affordable Housing.** May 19, 2026. A foundational overview of what affordable housing is, why it matters, and how it is delivered. Speaker: Jason Glidden (MCHT)
 - <https://hebercityut.portal.civicclerk.com/event/423/media> 02:13
2. **Federal & State Funding Tools.** July 7, 2026. Covers Low-Income Housing Tax Credits (LIHTC) and other major funding mechanisms used to support affordable housing. Speakers: Anna Sullivan (UHC), Claudia O’Grady (UHC)
 - <https://hebercityut.portal.civicclerk.com/event/437/media> 25:26
3. **State Housing Plans & Legislation.** Reviews Utah’s statewide housing strategy, legislative priorities, and policy direction. Speaker: Steve Waltrip (Governor’s Office)
4. **Public/Private Partnerships.** Examines how cities, nonprofits, and private developers collaborate to deliver affordable housing, including partnership models and case studies. Speakers: Jake Wood (J. Fisher Companies), Karly Brinla (Brinshore Development)
5. **Financial Modeling.** Explores the economics of affordable housing projects and what it takes to make them financially feasible. Speakers: Jason Glidden (MCHT), Tony Tyler (Columbus Pacific), Ryan Davis (Wayfinder Strategies)
6. **Project Tours.** Onsite learning on September 8, 2026 at Engine House, Slopeside, and Parkview Place, focusing on design, financing, operations, and lessons learned. Speakers: Jake Wood (J. Fisher Companies), Tony Tyler (Columbus Pacific), Jason Glidden (MCHT)
7. **Local Tools & Incentives.** Explores municipal policies and programs that can support affordable housing, such as zoning tools, fee waivers, density incentives, and land contributions. Speakers: Jason Glidden (MCHT), Shellie Burras (Habitat for Humanity)
8. **Housing Needs Assessment.** Provides a data-driven analysis of current and projected housing needs in the Heber Valley, including demographics and affordability gaps. Speaker: Dejan Eskic (Kem C. Gardner Institute)
9. **Goal Setting.** Facilitates discussion on potential housing goals for Heber City, aligning needs, values, and policy direction. Speaker: Jason Glidden (MCHT)
10. **Strategic Housing Plan.** Outlines how to translate goals into an actionable, long-term housing strategy with implementation steps and accountability. Speaker: Jason Glidden (MCHT)

DISCUSSION

Public-private partnerships (PPPs) in affordable housing bring together the strengths of local governments and private developers to deliver projects that neither could accomplish alone. Cities contribute tools such as land, zoning flexibility, fee waivers, infrastructure support, or gap financing, while private partners bring development expertise, capital, and long-term project management. By sharing risk, aligning incentives, and combining resources, PPPs make it possible to build high-quality, financially viable affordable housing that meets community needs and advances broader goals like neighborhood revitalization, mixed-income development, and long-term affordability.

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Telecommunications Ordinance Update
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Atlas Towers recently modified their contract with Heber City, moving the location of the tower to the cemetery. This will permit the cell tower to be setback over 300' from existing homes. Atlas indicates a need to increase the height of towers to 80 feet in order to accommodate co-location of 3 carriers, which is a requirement of the Telecommunications Ordinance. The Planning Commission held a public hearing on August 25, 2026 to consider increasing the permitted height of cell towers to 80 feet. The purpose of the September 15 agenda item is to present this recommendation to Council and obtain feedback for potential adoption at a future meeting. The policy question for Council is:

- Does Council support the proposed recommendation of the Planning Commission? What changes might Council want to see to the proposed code amendment?

RECOMMENDATION

Staff recommends Council discuss the proposed amendment and provide feedback to staff for considering a formal amendment at a future Council meeting.

BACKGROUND

The proposed code update does the following:

1. Increases the minimum setback for cell towers from 115% of the pole height to 150% of the pole height as measured from the pole to a residential lot line.
2. Adds a new setback of at least 300 feet as measured from the pole to an existing home.
3. Changes the minimum height from 35 feet/65 feet (depending upon zone) to 80' feet to ensure co-location can be accommodated, as those shorter heights cannot accommodate 3 provider antenna.

DISCUSSION

Changing the minimum height to 80' will accommodate co-location on cell towers, thus reducing the demand for additional towers throughout the City. The current 35-foot height limit does not allow for co-location, as carriers need to have their antennas separated by 10 feet, which would place a second carrier at 25 feet, which is not tall enough for adequate service. The larger setbacks will ensure existing homes are separated from cell towers in the future. And the minimum 1-mile spacing will ensure future towers are separated from each other.

Pros to the proposed amendment include: it will ensure monopoles are separated from existing dwellings and would allow taller monopoles in areas where cell service is needed.

Cons to the proposed amendment include the potential for more visible, taller monopoles to be installed in the community, impacting visual aesthetics.

FISCAL IMPACT

The proposed amendment does not have a fiscal impact to the City.

CONCLUSION

The proposed amendment will promote better cell service in the community, will protect existing residences from cell towers being located closer than 300 feet and will promote fewer cell towers in the community, as the taller cell towers will be able to accommodate 3 cell providers instead of 1.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Telecom Update 8-25-26

2026 HEBER CITY TELECOMMUNICATION UPDATE

Planning Commission Recommendation Date: August 25, 2026

18.110 Telecommunication Facilities

18.110.010	Purpose
18.110.020	Findings
18.110.030	Definitions
18.110.040	Applicability
18.110.050	Application Requirements
18.110.060	Approval Process
18.110.070	Location
18.110.080	Uses
18.110.090	Co-Location
18.110.100	Lease Agreement
18.110.110	Development Standards
18.110.120	Additional Regulation for Monopoles and Towers
18.110.130	Area Limitations for Wall and Roof Mounted Antennas
18.110.140	Safety
18.110.150	Site Requirements
18.110.160	Site Disturbance
18.110.170	Signs
18.110.180	Subdivision and Condominium Covenants
18.110.190	Related Provisions

18.110.010 Purpose

The purposes of this ordinance are:

- A. To regulate wireless services antennas and related electronic equipment and structures.
- B. To provide for the orderly establishment of wireless services facilities in the City.
- C. To minimize the number of antenna support structures by encouraging the use of stealth facilities, by encouraging the co-location of multiple antennas on a single structure, by encouraging the location of antennas on pre-existing support structures, and by encouraging the use of City and Government-owned property for antenna support structures.
- D. To establish siting, appearance, and safety standards that will help mitigate potential impacts related to the construction, use and maintenance of wireless services facilities.
- E. To comply with the Telecommunications Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and

(3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions.

18.110.020 Findings

The City Council makes the following findings:

- A. Wireless services devices are an integral part of the rapidly growing and evolving telecommunications industry and present unique zoning challenges and concerns for the City.
- B. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, aesthetics, and orderly planning of the community.
- C. The City has experienced an increased demand for wireless services facilities to be located in the City and expects the increased demand to continue into the future.
- D. It is in the best interests of the City to have quality wireless services available, which necessarily entails the erection of wireless services facilities in the City.
- E. The unnecessary proliferation of wireless services facilities throughout the City creates a negative visual impact on the community.
- F. The visual effects of wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.
- G. The City and other government entities own parcels of property spread throughout the City where wireless services facilities can be located so as to be as inoffensive as possible to the residents and businesses of the City.
- H. Spacing wireless services facilities evenly throughout the city reduces the negative impact created by the proliferation of telecommunication towers.
- I. Because of the height and appearance of some wireless services facilities, surrounding properties bear a disproportionate share of the negative impacts of a telecommunications tower.
- J. A private property owner who leases space for a wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.
- K. Encouraging wireless services facilities to be located on City and Government property, with lease payments paid to the City or other Governments instead of an individual property owner, indirectly compensates all citizens of the community for the adverse impacts of the facilities and is therefore the fairest method of distributing burden and benefit.
- L. Locating antennas on existing buildings and structures, or constructing an antenna as a stealth facility, creates less of a negative visual impact on the community than the erection of lattice or guy towers.
- M. Buildings and structures on public property are capable of being used to provide support for antenna arrays, thus reducing the proliferation of towers in all areas of the City.
- N. The public policy objectives to reduce the proliferation of telecommunication towers and to mitigate their impact can best be facilitated by encouraging the use of less visually

intrusive antennas and permitting the locating of wireless communication systems on telecommunication towers and antenna support structures that are located on property owned, leased, or used by the City or other Governments.

- O. The requirements set forth in this ordinance for the placement of wireless services facilities on property owned, leased or used by the City or other Governments are necessary to protect the health, safety and general welfare of the community.
- P. The Utah Code grants cities the authority to create or acquire sites to accommodate the erection of telecommunication towers in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City or other Governments the fair market rental value for the use of any City or other Government-owned site.

18.110.030 Definitions

- A. ANTENNA. A device that transmits and/or receives telecommunications and/or radio signals for telecommunications and communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.
- B. ANTENNA SUPPORT STRUCTURES. Any structure that can be used for the purpose of supporting an antenna(s).
- C. ANTENNA, DRIVE TEST. A temporary antenna which is used for field testing of telecommunications signals and possible locations but does not provide telecommunications to customers.
- D. ANTENNA, ENCLOSED. An antenna or series of individual antennas entirely enclosed inside a structure including but not limited to a cupola or wall of a building or chimney.
- E. ANTENNA, FREESTANDING. An antenna mounted on or within a stand-alone support structure including but not limited to a wooden pole, steel pole, lattice tower, utility pole, lift tower, light standard, flag pole or other vertical support.
- F. ANTENNA, ROOF MOUNTED. An antenna or series of individual antennas mounted on a roof of a building.
- G. ANTENNA, TEMPORARY. An antenna used for a time period of less than thirty (30) days.
- H. ANTENNA, WALL MOUNTED. An antenna or series of individual antennas mounted fully against the exterior face of a building including on the face of a chimney or penthouse. A wall or face of a building is defined as the entire area of all exposed vertical surfaces of a building that are above ground and facing approximately the same direction.
- I. APPLICABLE CODES: The International Building Code, the International Fire Code, the National Electrical Code, the International Plumbing Code, and the International Mechanical Code, as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.
- J. APPLICABLE STANDARDS: The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.
- K. APPLICANT: A wireless provider or their authorized agent who submits an application.

- L. APPLICATION: A request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify or replace a utility pole or a wireless support structure.
- M. CITY. The City of Heber, Utah.
- N. CITY-OWNED PROPERTY. Real property that is owned, leased or controlled by the City.
- O. CO-LOCATION. The location of telecommunication facility on an existing structure, tower or building in a manner that precludes the need for that telecommunications facility to be located on a free-standing structure of its own.
- P. DIRECTOR. The Planning Director or designee.
- Q. ELIGIBLE SUPPORT STRUCTURE: Any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant application is filed with the City.
- R. EQUIPMENT SHELTER. A cabinet or building used to house equipment for telecommunications facilities.
- S. GOVERNMENT-OWNED PROPERTY. Real property that is owned, leased or controlled by an agency of State, Federal, or Local government other than Heber City.
- T. LATTICE TOWER. A self-supporting three or four-sided, open steel frame structure used to support telecommunications equipment.
- U. MONOPOLE. A single, self-supporting, cylindrical pole constructed without guy wires or ground anchors, that acts as the support structure for antennas.
- V. MONOPOLE ANTENNA WITH PLATFORM. A monopole with antennas and antenna support structure exceeding two feet (2') in width, but not exceeding fifteen feet (15') in width or eight feet (8') in height.
- W. MONOPOLE ANTENNA WITH NO PLATFORM. A monopole with antennas and antenna support structure not exceeding two feet (2') in width or ten feet (10') in height.
- X. PERMIT. Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.
- Y. PERMITTED. An application that is permitted pursuant through the standard building permit process.
- Z. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless telecommunications services, and common carrier wireless telecommunications exchange access services.
- AA. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.
- BB. Personal Wireless Services Facilities. Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures, supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.
- CC. RIGHT-OF-WAY. Refers to any area within, on, below, or above a public road, highway, street or alley, and may include sidewalks, park-strips and other areas associated with them and controlled by the City.
- DD. STEALTH TELECOMMUNICATIONS FACILITY. A telecommunications facility which is disguised as another object or otherwise concealed from public view.

EE. TELECOMMUNICATIONS. The transmission between or among points specified by a user of information of the user's choosing without change in the form or content of the information as sent or received.

FF. TELECOMMUNICATIONS FACILITY. A Telecommunications Facility consists of antenna, equipment shelters and related structures used for transmitting and/or receiving telecommunications and/or radio signals.

GG. TOWER. A free-standing structure, such as a monopole tower, lattice tower, or guy tower, that is used as a support structure for antenna(s).

HH. WHIP ANTENNA. An antenna that is cylindrical in shape. Whip antennas can be directional or omni directional and vary in size depending on the frequency and gain for which they are designed.

II. II. TECHNICAL NECESSITY. A particular design, placement, construction, or location of a telecommunications facility that is technically necessary for telecommunications consistent with the Federal Telecommunications Act of 1996, as amended.

JJ. UTILITY METERING INFRASTRUCTURE. Towers and other infrastructure owned or operated by public entities that provide public utilities.

18.110.040 Applicability

This ordinance applies to both commercial and private low power radio services and facilities, such as “cellular” or PCS (personal communications system) communications and paging systems, and to wireless Internet service providers. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies:

- A. Amateur Radio. Any antenna owned and operated by an amateur radio operator licensed by the Federal Communications Commission.
- B. Satellite/television antenna. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service.
- C. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

18.110.050 Application Requirements

Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. The City shall not consider the application until all required information has been included. A complete application shall include all elements of the proposed telecommunications facility and shall produce all information required by the telecommunications facility application. Applicants shall provide the following submittal requirements.

- A. Fee. As adopted by the Heber City Consolidated Fee Schedule.
- B. Site Plan. A site plan meeting the City’s standard requirements for site plans.
- C. Written Information.
 - 1. Environment. A full description of the environment surrounding the proposed facility, including a description of adjacent uses, any adjacent residential structures, and any structures and sites of historic significance.

2. Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.
3. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.
4. Location. A map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area fits into the service network.
 - a. An Applicant proposing to erect a new telecommunications facility shall provide documentary evidence that a legitimate attempt has been made to locate the new telecommunications facility on City or Government owned properties, existing buildings or structures or co-location. Such evidence shall include a radio frequency engineering analysis of the potential suitability of existing buildings or structures or co-location sites in the radio frequency coverage area for the proposed telecommunications facility. Efforts to secure such locations shall be documented through correspondence between the applicant and the property owner(s) of the existing buildings, structures or co-location sites.
 - b. Applicants proposing to construct new telecommunications facilities shall document the locations of all of the applicant's existing telecommunications facilities that provide telecommunications within the City, as well as any changes proposed within the following twelve (12) month period, including plans to discontinue or replace such existing telecommunications facilities. Applicants shall provide competent testimony from a radio qualified professional regarding the suitability of potential telecommunications facility locations in relation to the applicant's existing telecommunications facilities.
 - c. Each application shall include a site location alternative analysis describing the location of other sites considered for the proposed telecommunications facility, the availability of those sites, the extent to which other sites do or do not meet the applicant's telecommunications needs and the reason the subject site was chosen for the proposed telecommunications facility. The analysis shall address the following issues:
 - 1) How the proposed location and telecommunications facility relate to the object of providing full telecommunications services within the City area;
 - 2) How the proposed telecommunications facilities relates to the location of the applicant's existing telecommunications facilities that provide telecommunications within and near the City;
 - 3) How the proposed telecommunications facility relates to the applicant's anticipated need for additional telecommunications facilities that provide telecommunications within and near the City;
 - 4) If applicable, how the applicant's plans specifically relate to, and are coordinated with, the needs of all other telecommunications providers within and near the City.

5. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna.
6. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.
7. Visibility Impact. A visual impact study, graphically simulating through models, computer enhanced graphics or similar techniques, the appearance of any proposed telecommunications facility and indicating its view from at least five (5) locations around and within one (1) mile of the proposed telecommunications facility will be most visible.
8. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.
9. Additional information requirements for monopoles. If the applicant desires to construct a monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing buildings or structures.
10. Additional information requirement for facilities not located on highest priority site. If the applicant desires to locate antennas on a site other than the highest priority site (as described in Section 18.110.070), the applicant shall provide the following information to the approving authority:
 - a. Higher priority sites. The identity and location of any higher priority sites located within the desired service area.
 - b. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible.
 - c. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

18.110.060 Approval Process

All telecommunication facilities shall be reviewed by the Planning Director or designee, pursuant to its standard site plan and building permit approval process. Permitted uses are reviewed and approved but the Planning Director or Designee, Conditional Use Permits are approved by the Planning Commission as regulated in Chapter 18.70. It shall be unlawful to install any telecommunication facility without first having a permit from the Planning and Building Departments of the City.

18.110.070 Location

1. Priority of antenna site locations. Personal wireless services antennas shall be located as unobtrusively as is reasonably possible. To accomplish this goal, the provider shall make a good faith effort to locate antennas on sites in the following order of priority:
 1. Structures located on City-owned property. Existing buildings, structures and antenna support structures located on City-owned property.
 2. Structures located on Government-owned property. Existing buildings, structures and antenna support structures located on Government-owned property.
 3. Monopoles located on City or Government-owned property.

4. Existing Structures. Lawfully existing buildings, structures and antenna support structures on private property, provided that the buildings, structures or support structures are either: (1) located in a non-residential zone, or (2) located in a residential zone on property that is being used for non-residential uses (e.g. government, school or church).
 5. Monopoles on Non-residential Private Property. Monopoles constructed on private property, provided that the private property is (1) located in a non-residential and non-C-3 commercial zone, or (2) located in a residential zone on property that is used for a non-residential use (e.g. government, school or church).
 6. Other. Sites other than those listed above.
2. Burden of Proof. The applicant shall attempt to locate its antennas on sites in the order of priority set forth above. If the applicant desires to locate antennas on a site other than the highest priority site, the applicant shall have the burden of demonstrating to the approving authority why it could not locate antennas on sites with a higher priority than the site chosen by the applicant. To do so, the applicant shall provide the following information to the approving authority.
 - A. Higher Priority Sites. The identity and location of any higher priority sites located within the desired service area
 - B. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible. The applicant must make a good faith effort to locate antennas on a higher priority site. The City may request information from outside sources to justify or rebut the applicant's reasons for rejecting a higher priority site.
 - C. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

18.110.080 Uses

- A. Permitted Telecommunication Uses are as outlined in the following tables. Any use not listed is prohibited.

P - Permitted, N - Not Permitted (Prohibited), C- Conditional Use

Commercial, Industrial, and Mixed Use Zones Permitted Use Table

Telecom Uses	C-2	C-3	C-4	MURCZ	NVOZ	I-1	I-2	BMP	IPF	Limitations
Monopoles	P*	N	P*	C	C	P	P	p	p	Must use stealth when a conditional use. *Not permitted between 500 North and 600 South, and 600

Telecom Uses	C-2	C-3	C-4	MURCZ	NVOZ	I-1	I-2	BMP	IPF	Limitations
										West and 600 East. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	N	
Freestanding - Other	N	N	N	N	N	N	N	N	N	
Roof Mounted	C	C	C	C	C	P	P	P	P	Antenna not to exceed 5' in height when conditional.
Wall Mounted	C	N	C	C	C	P	P	C	C	
Stealth Antenna	C	N	C	C	C	P	P	C	C	
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

P- Permitted, N- Not Permitted (Prohibited), C- Conditional Use

Residential and Agricultural Zones Permitted Use Table

Telecom Uses	R-1	R-2	R-3	PC	MCZ	A-2	RA-1	RA-2	Limitations
Monopoles	C	C	C	C	C	C	C	C	Must use stealth and be located on government land or private with non-residential uses. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	
Freestanding -Other	N	N	N	N	N	N	N	N	
Roof Mounted	N	N	N	N	N	N	N	N	
Wall Mounted	N	N	N	N	N	N	N	N	
Stealth Antenna	C	C	C	C	C	C	C	C	Must be located on government land or private land with non-residential uses.
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

18.110.090 Co-Location

Every new monopole shall be designed and constructed to be of sufficient size and capacity to accommodate at least three wireless telecommunications providers on the structure in the future. In no instance does this requirement override or permit monopoles to be taller than allowed in 18.110.110. Any conditional use permit for a monopole may be conditioned upon the agreement

of the applicant to allow co-location of other personal wireless providers on such terms as are common in the industry. Co-location on a lot may be permitted by the Planning Director or designee, if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The supplied documentation shall evaluate the following factors:

- A. Structural capacity of the antenna towers;
- B. Geographic telecommunications area requirements;
- C. Mechanical or electrical incompatibilities;
- D. Inability or ability to locate equipment on existing antenna towers; and
- E. Any restriction or limitation of the Federal Communication Commission that would preclude the shared use of the antenna tower.

18.110.100 Lease Agreement

Applicants for telecommunication facilities on public facilities shall sign and agree to a development agreement with the public agency addressing items including, but not limited to access and security, maintenance of site and facilities, utility costs, and a fee for use of the public facility. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The lease shall contain the condition that the site plan and/or conditional use permit must first be approved by the designated land use authority before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

18.110.110 Development Standards

Standards for Antennas and Antenna Support Structures. Personal wireless services facilities are characterized by the type or location of the antenna structure. There are four general types of antenna structures allowed by this ordinance: wall mounted antennas; roof mounted antennas; monopoles with no platform; and monopoles with a platform. If a particular type of antenna structure is allowed by this ordinance as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

- A. Wall Mounted Antennas.
 - 1. Maximum Height. Wall mounted antennas may not extend above the roof line of the building or structure or extend more than twelve (12) inches from the face of the building.
 - 2. Setback. Wall mounted antennas shall not be located within one hundred feet (100') feet of any residence.
 - 3. Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or mechanical equipment rooms are considered to be wall mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical equipment room.
 - 4. Color. Wall mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and the supporting structure on the building shall

be architecturally compatible with the building. Whip antennas are not allowed on a wall mounted antenna structure.

B. Roof Mounted Antennas.

1. **Maximum Height.** Roof mounted antenna, placed on a flat roof of a 2 story or less building, may extend up to ten (10) feet above the existing structure. Roof mounted antenna, placed on a flat roof of a 3 story or taller building may extend up to fifteen (15) feet above the existing , structure. Flat roof mounted antenna shall be provided that the antenna setback from the edge of the roof is a minimum distance equal to or greater than the height of the antenna. Roof mounted antenna, placed on a pitched roof, may extend a maximum of five (5) feet above the existing structure.
2. **Setback.** Roof mounted antennas shall be located at least five feet (5') from the exterior wall of the building or structure, and at least fifty (50') feet from any residence.
3. **Mounting options.** Roof mounted antennas may be mounted on top of existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view. The screening structure may not extend more than eight (8') feet above the existing roof line of the penthouse or mechanical equipment room.
4. **Color.** Roof mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and supporting structures shall be architecturally compatible with the building.

C. Monopoles

1. **Antenna Height.** The antenna itself shall not exceed ten feet (10') in height.
2. **Setback.** ~~Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.~~ New monopoles shall be setback at least 300 feet from any existing dwelling and at least 150% of the height of the monopole from the nearest residential lot line.
3. **Color.** Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

D. Tower Height by Zone. The maximum height for any tower shall be as follows:

Commercial, Mixed Use, and Industrial Zone

C2	C3	C4	MURCZ	NVOZ	I1	I2	BMP	IPF
100'	-	100'	<u>65'80'</u>	<u>35'80'</u>	100'	100'	<u>65'80'</u>	<u>65'80'</u>
Utility Metering Infrastructure may utilize a tower up to 100' in any zone.								

Residential, Mountain, and Agricultural Zones

R1	R2	R3	PC	MCZ	A2	RA1	RA2
<u>35'80'</u>	<u>35'80'</u>	<u>35'80'</u>	<u>35'80'</u>	<u>35'80'</u>	<u>65'80'</u>	<u>35'80'</u>	<u>35'80'</u>

Utility Metering Infrastructure may utilize a tower up to 100' in any zone.

18.110.120 Additional Regulation For Monopoles And Towers

- A. Distance from other Monopoles. Monopoles and towers shall be located at least one mile (5,280 feet) from each other, except upon a showing of necessity by the applicant, or upon a finding by the City Council that a closer distance would adequately protect the health, safety and welfare of the community. This distance requirement shall not apply to antennas attached to lawful structures such as transmission towers, utility poles, outdoor lighting structures, and water tanks.
- B. Location on Parcel. Monopoles shall be located as unobtrusively on a parcel as possible, given the location of existing structures, nearby residential areas, and service needs of the applicant. Monopoles shall not be located in a required landscaped area, buffer area or parking area.

18.110.130 Area Limitations For Wall And Roof Mounted Antennas

Any building may have a combination of wall and roof mounted antennas. The total area for all wall and roof mounted antennas and supporting structures on any one building shall not exceed the lesser of sixty (60) square feet or 5 percent (5%) of each exterior wall of the building.

18.110.140 Safety

- A. Regulation Compliance.
 - 1. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan or conditional use permit approval.
 - 2. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.
- B. Protection Against Climbing. Monopoles shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the monopole.
- C. Fencing. Monopoles and towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the Planning Director or designee unless the Director determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.
- D. Security Lighting Requirements. Monopoles and towers shall comply with the FAA requirements for lighting. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized by using indirect lighting, where appropriate.

- E. Abandonment. The applicant, or the applicant's successor(s) and/or assign(s) shall be responsible for the removal of unused telecommunications facilities within ninety (90) days of abandonment of use. If such tower is not removed by the property owner, then the City may employ all legal measures, including as necessary, obtaining authorization from a court of competent jurisdiction, to remove the tower, and after removal may place a lien on the subject property for all direct and indirect costs incurred in dismantling and disposal of the tower, including court costs and reasonable attorney fees.
1. Notice. Notice to remove shall be given in writing by personal service, or by certified mail addressed to the operator's last known address.
 2. Violation. Failure to remove the antennas and monopoles after receiving written notice to remove is a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceeding against any person, firm, entity or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer or otherwise, for failure to remove antennas and monopoles in accordance with this Chapter. The City may seek a civil injunction requiring the removal of any structures on the site in accordance with this Chapter. Any lease agreement with the City may also stipulate failure to remove the antennas and monopoles after receiving written notice to do so pursuant to this Chapter automatically transfers ownership of the antennas, monopoles, support buildings and all other structures on the site to the City.
 3. Nuisance. Abandoned, unmaintained, or telecommunication devices that pose an immediate threat to public health and safety are hereby declared to be a nuisance.

18.110.150 Site Requirements

- A. Setbacks. The placement of telecommunications facilities on a lot shall comply with the setbacks of the underlying zone as stated herein. Telecommunications facilities shall comply with the setbacks for main structures and shall not be determined accessory structures.
- B. Regulations for Accessory Structures.
1. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste receptacles shall be permitted on the site.
 2. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade.
 3. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 350 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.
- C. Parking. The City may require a minimum of one (1) parking stall for sites containing a monopole, tower, and/or accessory buildings, if there is no parking available on the site.
- D. Maintenance Requirements. All personal wireless services facilities shall be maintained in a safe, neat and attractive manner.
- E. Landscaping. All sites with a personal wireless services facility shall be landscaped in accordance with the zone requirements where the facility is located.

- F. Height. The height shall be measured from the grade or roof beneath to the top of the antenna or mounting hardware, whichever is higher. G. Design
1. Antenna and associated equipment shall incorporate materials and colors present in the context of the surrounding area. Stealth telecommunications in the commercial zones C2 and C4, Chapter 18.28. Stealth design includes structures that look like trees, church steeples, art, large light poles or ones that blend with the building they are located on and are designed in a manner to blend with the existing and natural environment. Monopoles, antennas, and any associated buildings or equipment shall be painted to blend with their surroundings and/or the stealth concept being used.
 2. Panel Antennas shall be no more than five square feet (5 sq. ft.) in Area per face.

18.110.160 Site Disturbance

Any application, temporary or permanent, which requires the removal of significant vegetation or proposes any new, or improvements to driveways or roads a length greater than twenty feet (20') and/or a width greater than ten feet (10') wide, shall require a conditional use permit. As used herein, "Significant Vegetation" includes trees six inch (6") in diameter or greater measured four feet six inches (4'6") above the ground, groves of small trees or clumps of oak and maple covering an Area of twenty square feet (20 sq. ft.) or more measured at the drip line. Plans must show all such trees within twenty (20) feet of a proposed telecommunications facility. The Planning Director or designee shall determine the Limits of Disturbance.

18.110.170 Signs

Signs shall only be permitted if they are related to the health and safety of the general public. All proposed signs shall be submitted with the telecommunications facility application and subject to review by the Planning Department for compliance with Chapter 18.103 Sign Regulations.

18.110.180 Subdivision and Condominium Covenants

Many Subdivision and Condominium Covenants may address the location of telecommunications facilities within Condominium units and the lots of a Subdivision. The City is not a party to those covenants, and no permit from the City shall effect the enforceability of such covenants which might be more restrictive than this ordinance. Applicants for the installation of telecommunications facilities are advised to determine what private land use restrictions apply to their site before applying for the permit from the City. If the proposed installation is within the Common Area of a Condominium or Planned Unit Development, and the application submitted is not in the name of the Home Owner's Association or management committee, the applicant shall provide a letter from the Home Owner's Association or management committee indicating consent to the location of the telecommunications facilities within the Common Area has been granted as a part of the permit application filed with the City.

18.110.190 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions

- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2/C-4 Zone Design Standards and guidelines



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Finch Creek MDA Amendment
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

This is an action item to amend the existing Master Development Agreements for the Finch Creek development. The amendment is to facilitate a realignment of University Avenue and receive exceptions to the NVOZ provisions due to topography impacts on the project design. The applicant is also proposing changes to the affordable housing section of the adopted MDA.

RECOMMENDATION

Staff recommends that the City Council discuss the item for an MDA Amendment for the Finch Creek Development and make a motion.

BACKGROUND

As indicated, the Applicant would like to amend the existing Master Development Agreements for the Finch Creek Development. This request is in addition to the original MDA, not a replacement agreement.

The original MDA was executed on or about December 5, 2022, as a mixed-use project that introduced a commercial strip center and townhomes. The amendment now proposes a residential development with townhomes and mansion homes; a project of 108 units on 11.22 acres.

A Public Hearing was held on July 28, 2026, for the MDA Amendment. There was discussion regarding parking and how it is calculated. There was also discussion about stormwater and concern about water diversion, and the MacDonald Ditch. The Planning Commission provided a favorable recommendation and added a condition to ensure the continued flow of the MacDonald Ditch, as well as ensuring the stormwater does not go into the ditch.

The City Council discussed this amendment at their August 18, 2026 City Council meeting and gave direction to draft a Development Agreement Amendment. Since that meeting, an amendment to the Development Agreement has been drafted that includes the requested exceptions to the Code and proposed changes to the affordable housing items from the existing MDA,

DISCUSSION

The proposed changes to the adopted MDA move University Avenue to the north, where it connects to Highway 40. This allows for the streets to have a gentler slope through the project, connecting the development to the east. The commercial use along Highway 40 has been removed. Mansion Homes have been added as a product option.

The realignment affects how they can meet the North Village Overlay Zone (NVOZ) requirements. NVOZ presents challenges with hillside development. It creates short streets and blocks to increase connectivity and walkability. NVOZ also encourages pushing buildings up to the streets, with driveways being located off alleyways. However, hillside topography can make it more difficult to meet the NVOZ street and building design standards without carving up the hillside to meet these standards. The amendments proposed to the adopted MDA are intended to comply with the intent of the NVOZ standards while trying to minimize hillside disturbance and meet the City's street grade requirements.

As discussed in the August 18th, 2026 City Council meeting, the applicant has provided a list of the specific changes or additions to the adopted MDA. In addition to that list, there are also changes to the affordable housing items from the existing MDA. The proposed changes from the draft MDA are found below.

Items previously discussed by City Council relate to the NVOZ design standards and changes that are being made due to the road alignment and have not changed since the discussion are listed below.

1. **Exceptions to City Code and Standards.** Notwithstanding the foregoing, Heber City acknowledges that, as part of this development agreement, it is granting certain exceptions to the Heber City Municipal Code ("City Code"), including:
 1. **Clubhouse and Wellness Center in Lieu of Commercial Use.** No retail or commercial development shall be required within the Property. Property Owner shall be entitled to construct and use one detached building as a clubhouse and wellness center for the residents of Finch Creek, in the approximate location and size shown on the Site Plan.
 2. **Park Amenities; Parking Counted as Open Space; Trail as Sidewalk; Proximity Exemption.** Property Owner shall satisfy the parks requirement through amenities including a courtyard, pickleball courts, and a multi-use trail. Consistent with Heber City Code section 18.21.050.2.8, parking provided near such amenities shall count toward the open space calculation. The trail shown on the Site Plan near the courtyard and green space shall count as a sidewalk for purposes of meeting the courtyard requirements, including the trail located near Highway 40. Property Owner shall be exempt from the proximity requirements of Heber City Code section 18.21.050.2.9 to the extent applicable.
 3. **Sensitive Lands and Slope Exception.** The Sensitive Lands Analysis shows minor areas where the natural slope may exceed thirty percent (30%), and the Sensitive Lands Ordinance limits cuts below the Wasatch Canal to a maximum of 2H:1V without engineered retaining walls. Property Owner shall be permitted to make limited improvements in such areas, as generally shown on the Site Plan, provided that Property Owner obtains a geotechnical engineering analysis for the areas below the Wasatch Canal confirming that the areas will be stable when the improvements, including any structural retaining walls, are installed. The geotechnical report shall include mitigation and design criteria for all areas

exceeding thirty percent (30%) slope and for any cuts or retaining walls proposed below the Wasatch Canal within the 2H:1V slope area.

4. **Private Roads.** Property Owner shall be permitted to construct private roads measuring thirty-two feet (32') from back of curb to back of curb, in the approximate locations generally depicted on the Site Plan. Property Owner shall remain subject to its obligation to participate in construction of the public road system as contemplated by the Area Master Transportation Plan.
5. **Glazing Requirement.** The first-story glazing requirement for residential units within the Property shall be reduced to ten percent (10%).
6. **Garage and Driveway Parking; ADUs.** Garage parking provided by Property Owner shall count toward the parking requirements of each residential unit for purposes of Chapter 18.72 of the Heber City Code. In light of such garage parking, Property Owner shall not be required to construct any additional on-street or off-street parking beyond that generally shown on the Site Plan. Driveways may be used to satisfy additional parking requirements applicable to Accessory Dwelling Units ("ADUs"), provided that any driveway used for ADU parking purposes is a minimum of twenty feet (20') in length.
7. **Scenic Buffer and Monotony Exception, Moulton Lane Frontage.** Property Owner shall not be required to meet the scenic buffer requirements for the portion of the Project connecting into the existing private frontage road near Moulton Lane. Based on the landscape buffering and viewpoint from Highway 40, the Project shall be excepted from the monotony requirements presently codified at Heber City Code section 18.21.030.3, provided that the Project contains a mix of architectural styles as conceptualized on the Site Plan.
8. **Roads and Hard Surfaces Within the Scenic Buffer Setback.** Roads and hard surfaces, including the trail system and maintenance access for the retention basin, may be constructed in the approximate locations shown on the Site Plan within the seventy-five foot (75') setback otherwise required for the scenic buffer under Heber City Code section 18.21.010.1.4.
9. **Site Plan Development Entitlement; NVOZ Street and Building Design Exceptions.** Property Owner shall be entitled to develop the Project according to the building siting, street layout, street network, blocks, block lengths, sidewalks, connectivity, landscaping, screening, access, and trails generally shown in the approximate locations depicted on the Site Plan, subject to the City's Vested Laws except as expressly excepted below or elsewhere in this Agreement. Without limiting the foregoing, the following specific exceptions to NVOZ Section 4.0 (Streets) and NVOZ Section 3.0 (Buildings) are granted:
 - a. **Streets (NVOZ Section 4.0).** The Project is excepted from the maximum block length of five hundred feet (500') and the maximum block perimeter of two thousand feet (2,000') otherwise required under NVOZ Section 4.0, to the extent necessary to meet the City's street grade requirements, provided that the Project maintains pedestrian connectivity throughout.
 - b. **Buildings, Townhome Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of less than 10 feet, to comply with aerial access and overall building height standards. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 10% on the rear main level, due to garage doors. The Farmhouse and Mountain Modern 15% transparency requirement for third-floor side windows and the garage level is excepted,

to accommodate third-floor bathroom locations that require smaller windows.

- c. **Buildings, Mansion Home Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of 9 feet. The Mountain Modern requirement that windows and doors read untrimmed, with glazing integrated into the exterior wall plane, is excepted to permit head and sill trim, consistent with the Mountain Modern architectural vernacular. The Mountain Modern requirement for exposed structural elements is excepted; exposed structural elements shall not be required, for future maintenance simplification. The requirement that garages be recessed two feet (2') is excepted, as the garages are located on what is considered the rear of the building, the private streets functioning as alleys for this purpose. The Mountain Modern requirement for decorative wood or wood-looking garage doors recessed from the front plane is excepted; the garage doors shall be wood-looking and located on the rear facade, with the front facade instead facing open space. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 17% on the rear main level. The Farmhouse and Mountain Modern 15% transparency requirement at the garage level is reduced to 12%, reflecting the transparency provided by windows on the garage doors. The Farmhouse decorative window trim width requirement of 5 to 6 inches is excepted to permit a trim width of 4 inches. The requirement that exterior lighting use shielded fixtures directing light downward is excepted to permit lighting placed beneath the roof structure. The porch requirements are excepted as follows: exposed structural elements shall not be required for the porch structure, for future maintenance simplification; upper-level deck railings may be metal atop an enclosed parapet wall in lieu of turned balusters, square balusters, or steel; and, of the five porch roofs on the Mansion Home product, the center porch roof may be a gable roof rather than the forward-facing shed or hip roof form otherwise required (the remaining four comply without exception). The Farmhouse window-grouping requirement (individual units or pairs) is excepted to permit window triplets in the locations shown on the elevations, in addition to singles and doubles.
- d. **Buildings, Townhome and Mansion Home Products (Shared).** The requirement that parking be located in the rear yard (alley-loaded) is excepted due to topography. Garages shall instead be accessed from the internal private street network, which functions as an alley for this purpose, with the front of the units facing open space. Property Owner shall provide thirty (30) guest parking spaces for the townhome product, exceeding the twenty-seven (27) spaces otherwise required. The courtyard configuration requirement (three buildings of five units each, with a minimum of fifty feet (50') between buildings) is excepted to permit the eight-building, V-shaped courtyard configuration shown on the Site Plan, with building-to-building distance across the green space as shown on the Site Plan. The buildings shown on the Site Plan shall be deemed to meet the intent of the Build-To Zone and Front Property Line Coverage requirements because they face onto open space rather than onto the private streets..

New proposed changes to the existing MDA, relating to density and affordable housing, that have not been discussed by City Council are below. Staff has added a narrative of the change in bold.

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

3.1. *Project Density.* With the augmentation of the Property, Property Owners shall be entitled to and are vested with the right to develop and construct up to 71.94 ERUs, consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “Base Density Entitlements”). The Base Density Entitlements represent the base density allocation per gross acre allowed by the City’s Vested Laws and have been approved pursuant to the City’s review of the Site Plan in accordance with the requirements of the North Village Overlay District Zone and University Village sub-district. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 3.59 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “Bonus Density Entitlements,” and together with the Base Density Entitlements, the “Development Entitlements”), which reflects a five percent (5%) increase in base density granted by reason of the Low Income Housing requirements imposed pursuant to this Agreement.

The existing agreement allows for a density of 69.72 ERUs a a base density an additional 3.5 ERUs bonus density granted by reason of Low Income Housing requirements. This would allow for a total density of 73.22 ERUs under the existing agreement. Density is based on gross acreage and zoning district. The UV District allows for 6 ERUs per gross acre. With the realignment of the road, the boundaries and acreage of the project have changed. The number of units proposed has decreased from 138 to 108.

3.2. *Intended Uses by Parcel and Densities.* Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City Code as set forth in Chapter 18.117 of the City’s Vested Laws. Uses on the Property shall not include stacked flats unless approved by the City Council. The general street configurations, building types, and general layout for the Project shall comply with the Site Plan, subject to the exceptions identified in this Agreement. **The last sentence has been added as new.**

3.3. *Low Income Housing Requirements.* For the purposes of this Agreement, Low Income or Affordable Housing shall maintain a price that is affordable for individuals or families with an income of less than 60% of the average median income (AMI) in Wasatch County, Utah. A minimum of 3.5 ERU’s shall be deed restricted in perpetuity and sold or rented at an affordable rate to families earning no more than sixty percent (60%) of the average median income (60% AMI). Property Owners shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as they may elect. Developer and the City shall follow and comply with any deed restrictions as outlined in the Low Income Housing Ordinance & Plan. Payment of a fee in lieu to fulfill the requirements of the Low Income Housing Ordinance & Plan must be specifically agreed to by the City. **This section is 3.6 in the existing agreement. The existing 3.3 Use of Density, 3.4 Accounting for Parcels sold to Sub-developers, 3.4.1 Returned of Unused Density have been removed. The language to disperse the Low Income Housing units throughout the Project and on a proportional basis with the development has been removed. Section 3.6.1 Allocation of Low Income Housing has been removed that required one of the affordable housing be sold as an owner occupied primary residence and would not allowed to be rented.**

3.3.1. Rights of First Offer. Heber City, or its designee, shall have the first right to purchase all Affordable Housing units (aka, AMI deed restricted properties, or affordable deed restricted units). **The options in the event that Heber City does not exercise or execute on options to purchase have been removed, including language for households of the City. Wasatch County School District and Wasatch County.**

3.3.2. *Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes at FINCH CREEK DEVELOPMENT.* Prior to final approval for the Finch Creek Development, and, prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a Deed Restrictions Covenant, (which shall be recorded with the Wasatch County Recorder), that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes at Finch Creek Development, Heber City, Wasatch County, Utah. Some of the terms of such a Covenant should include, but shall not be limited to the following:

(a) The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

(b) The City shall forever retain the right to purchase all Affordable housing units, in perpetuity, pursuant to such a Covenant running with the land and units.

(c) Administration and Enforcement. The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other. **The above language is the same. However, two sections have been removed (4 and 5 of the existing MDA) that relates to 50% of the required affordable ERUs be owner occupied unless they received prior written consent from the City and to the resale of the unit needing written permission from the City.**

3.3.3. *Off-site Low Income Housing.* At the discretion of the Property Owners, some or all of the affordable housing requirements may be met in partnership with the City to allow construction and location of affordable housing units off site on any available property whether owned by the City, third parties or other entities. The exact details of such an arrangement, if presented by the City and discretionally negotiated by developer, would be negotiated with the City at the time of development, if possible, and if the City has the property available at that time. It is the intent that such option would not reduce the developer's requirements below that required in this MDA. **There are no changes to this section.**

3.3.4. Timing. At least 50 percent of the required Low Income Housing units shall be constructed no later than the construction of the first 50 percent of the Market Rate units.

The full Low Income Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units. **The existing agreement requires that 50% of the low income housing units be constructed no later than the first 30% of the market rate units.**

3.3.5. Rights of First Offer. For any Affordable Housing unit offered for sale, Heber City, or its designee, shall have the first right to purchase such unit (aka, AMI deed restricted properties, or affordable deed restricted units). In the event the City does not exercise or execute on its said option to purchase, the applicable Affordable Housing unit may be sold to a member of the general public meeting the applicable income qualification requirements. **This is a new separate section that allows for units to be sold to the general public that meet the requirements.**

Section 3.6.5 Non-Residential Development Timing has been removed because this project has changed and is only a residential development.

FISCAL IMPACT

None.

CONCLUSION

The Finch Creek Development has challenging topography, making it difficult to meet some of the requirements found in NVOZ. The proposed changes to the MDA include the realignment of University Avenue and a development layout that meets the intent of NVOZ while addressing the unique topographic challenges.

The Planning Commission provided a favorable recommendation to City Council, with the following findings and conditions.

Findings:

1. The application is consistent with the Municipal Zoning Code.
2. The application is consistent with the General Plan.
3. The proposed Site Plan shall comply with City ordinances, Federal and State Law, as applicable to the site where the conditional use is located.

Conditions:

1. All requirements of the City Engineer shall be met.

Engineering Conditions:

- Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by the Applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are current, known site and infrastructure concerns that need to be addressed with future submittals: (Please note that the following list is not to be considered all-inclusive and additional concerns may arise as design plans are submitted for review.)
- The sensitive Lands section of Chapter 18 prohibits residential and commercial structures in areas with natural slopes greater than 30%. Roads, driveways, and trails are permitted to be

built across natural slopes greater than 30% with approved geotechnical reports and engineering design addressing slope stability, retaining walls, and erosion prevention.

- Applicant needs to incorporate the City's Master Plan for trails. Trail design needs to be included in design plans.
- The road alignment may need to be changed. UDOT is currently working on a design for HWY40 and bypass alternate routes in this area. Applicant will need to coordinate with UDOT for an access permit and required improvements.
- Ensure emergency vehicle access is available through phased construction.
- Stormwater design manual needs to be followed, which includes a hydrodynamic separator or other allowed system for pretreatment prior to infiltration.
- No survey map was submitted with the concept plan.
- If deed lines extend into the HWY 40 ROW and/or River Road, then dedication will need to occur.
- Any overlaps and gaps in deeds and/or occupation lines will need to be resolved.3. Any other conditions or changes as articulated by the Planning Commission

2. All other Code Requirements shall be met.

3. Any other conditions or changes as articulated by the Planning Commission

4. Ensuring the continued flow of the MacDonald ditch and that stormwater does not go into the ditch.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Finch Creek MDA Amendment** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Finch Creek MDA Amendment** as amended, as follows.

Alternative 3 - Continue

I move to **continue Finch Creek MDA Amendment** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny Finch Creek MDA Amendment** with the following findings.

ACCOUNTABILITY

Department: Planning

Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

1. Finch Creek signed MDA 12-05-22
2. C1.00 SITE PLAN 2028.08.05-Conceptual Layout-v5
3. L1.00 SITE LANDSCAPE PLAN 2026.08.05-Landscaping Plan-v2
4. Finch Creek Planning Commission Presentation Deck 7.27 (JJK)
5. C0.20 SENSITIVE LANDS PLAN 2028.08.05-Sensitive Lands Analysis-v2
6. 260130 - Finch Creek Alley Loads-Conceptual Building Elevation and Materials-v1
7. R26 - Mansion Homes
8. C1.10 PHASING PLAN 2028.08.05-Phasing Plan-v2
9. FINCH CREEK ALTA-Boundary Survey-v1
10. 08.05.26 Finch Creek MDA Exceptions-Describe language-text amendment and why-v1 (3)
11. Finch Creek DA Amendment 9.11.2026 - 4935-6338-8111 - 2 - 4922-8530-7087 - 1

WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032

Tax Parcel Nos.:

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
FOR THE
FINCH CREEK MIXED USE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE FINCH CREEK MIXED USE DEVELOPMENT (this "**Agreement**") is made and entered into as of the 5th day of December, 2022, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and Finch Creek, LLC, a Utah limited liability company ("**FINCH CREEK**"). Each of FINCH CREEK 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. FINCH CREEK is the owner of approximately 11.63 acres of undeveloped real property located at 3320 N., 3390 N. and 3400 N. Hwy 40 (Parcel # 00-0021-2028, #00-0007-7847 & #00-0021-2027) in Wasatch County, State of Utah, a legal description of which is set forth in **Exhibit A**, attached hereto (the "**Property**"). This Agreement and the Site Plan meets the intent of, and is guided by, the Envision 2050 Heber General Plan.
- C. On Nov 15, 2022, the City approved and adopted, a Site Plan for the Project, subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City. The Site Plan for the Property shall allow for a mixed use development, including recreational and open space uses. All such uses shall be consistent with the permitted uses in the NVOZ.
- D. Provision of infrastructure to the Property is vital to its development in accordance with the Site Plan and this Agreement and, consistent with the foregoing, FINCH CREEK will prepare an Infrastructure Plan (aka Civil Drawings).
- E. FINCH CREEK may not be the developer of the entire Property but may sell or otherwise convey some or all the Property to one or more Persons who will undertake the actual development work (each a "**Developer**" and together, the "**Developers**"). Notwithstanding that there may be sub-developers, transferees, purchasers or assignees from the original Developer or

Developers, only those parties that FINCH CREEK specifically designates in a written agreement as their “Successor”, or “Successor’s in Interest”, shall retain the right and standing to oppose, or seek amendment of this Agreement, or any other subsequent amendment thereto. Any third party not so specifically designated, that may purchase or receive portions, phases, lots or parts of this Development/Project, shall have no standing to oppose or seek amendment of any part of this Agreement, nor have any part in any negotiations to alter, change or amend. Additionally, notwithstanding the foregoing, once all backbone improvements are laid down, implemented and approved by the City, any subsequent Developer, Assignee, Successor, or Successor in Interest obtaining any portion, or part, or phase of this Development/Project by sale, transfer or assignment shall have no standing to oppose or seek to amend any portions of this Development/Project.

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of FINCH CREEK and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed use project in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act, the Zoning Ordinance and the Heber City 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 Ann Section 10-9a. 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.

H. FINCH CREEK and the City have cooperated in the preparation 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 FINCH CREEK hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1 **Incorporation.** The foregoing Recitals and **Exhibits A** through **E** 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 Ann. §§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 17.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.5 **Public Gathering Areas** means any public owned area or public park identified on the Site Plan that is intended to provide services to the community at large, such that it would be considered to be a System Improvement.

1.2.6 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.7 **Assessment Area** means an area or areas created by the Special Service District pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of FINCH CREEK and other Property Owners, if required, to fund the construction of some or all of the Backbone Improvements.

1.2.8 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2008).

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

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

1.2.11 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

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

1.2.13 **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.

1.2.14 **City Updated North Village Street Master Plan** shall mean the City's Street Master Plan and Street Capital Facilities Plan.

1.2.15 **City Updated North Village Stormwater Master Plan** shall have the meaning provided in Paragraph 12.3.

1.2.16 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will 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 Agreement, be applicable to the Development Application.

1.2.17 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.18 Intentionally Omitted.

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

1.2.20 **Default** shall have the meaning provided in Paragraph 14.

1.2.21 **Design Guidelines** means the design guidelines referenced in the North Village Over Lay Zone.

1.2.22 **Developer** shall have the meaning provided in Recital E.

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

1.2.24 **Development Property** shall have the meaning provided in Section 23.1.

1.2.25 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by FINCH CREEK or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from FINCH CREEK.

1.2.26 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

1.2.27 **Effective Date** means the date on which the later of both the following shall have occurred: the Parties have executed this Agreement and the City's annexation of the Property has been completed and takes effect pursuant to Utah Code Ann. §10-2-425.

1.2.28 **Eligible Improvements** shall have the meaning provided in Section 8.9.

1.2.29 **Development Entitlements** shall have the meaning provided in Section 3.1 of this Agreement.

1.2.30 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2(2) of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2(2) of the City's Vested Laws. For purposes of clarity, the Parties agree that no ERUs shall be allocated to schools and churches.

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

1.2.32 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40.

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

1.2.34 **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 Ann. §§ 11-36a-101, *et seq.*, (2008).

1.2.35 **Improved Open Space** means open space, including but not limited to that which has been improved with one or more of the following, as selected by the City Manager or his or her designee: first and foremost those amenities listed in the City's Park's Site Plan, churches, schools and associated lands, playgrounds, tennis courts, club houses, swimming pools, trail systems, trail heads, skate parks, volleyball courts, Public Gathering Areas or parks, sports fields, bathrooms, irrigated landscaping, associated paved parking for improved open space, pavilions, playgrounds, trailheads, drinking fountains, natural areas integrated with open spaces and park areas, or other improvements.

1.2.36 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.37 **Intended Uses** means the use of all or portions of the Project for open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.38 **Site Plan** means the Site Plan attached as **Exhibit B**, which Site Plan is a conceptual/illustrative depiction of the presently anticipated development plan for the Property, which Site Plan may be modified from time-to-time by FINCH CREEK to respond to market, engineering and other development objectives.

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

1.2.40 **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.

1.2.41 **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.

1.2.42 **Intentionally omitted.**

1.2.43 **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.

1.2.44 **North Fields** means that certain real property located generally west of the Property and generally depicted on **Exhibit C** attached hereto.

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

1.2.46 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.47 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.48 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on-site upon private property within the development.

1.2.49 **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; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a school or church site, excepting areas within building footprints other than community gardens); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Site Plan.

1.2.50 **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.

1.2.51 **Parcel** means an area identified on the Site Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.52 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

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

1.2.54 **Intentionally omitted.**

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

1.2.56 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

1.2.57 **Intentionally omitted.**

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

1.2.59 **Site Plan** means the conceptual plan submitted to the City for the first stage of the approval of a mixed use development in accordance with the City's Vested Laws.

1.2.60 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.61 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.62 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. §11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.63 **Zone** means the City's North Village Overlay District Zone.

1.2.64 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

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 as expressly set forth in this Agreement. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, then this Agreement shall supersede and take precedence to the fullest extent possible.

3. **Development of the Property in Compliance with the Site 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 69.72 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Base Density Entitlements**”). The Base Density Entitlements represent the base density allocation per gross acre allowed by the City’s Vested Laws and have been approved pursuant to the City’s review of the Site Plan in accordance with the requirements of the North Village Overlay District Zone. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 3.5 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Bonus Density Entitlements**,” and together with the Base Density Entitlements, the “**Development Entitlements**”), which reflects a five percent (5%) increase in base density granted by reason of the Low Income Housing requirements imposed pursuant to this Agreement.

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City ordinances set forth in Chapter 17.20 Plans of the City’s Vested Laws. Uses on the property shall not include stacked flats unless approved by the City Council.

3.3 **Use of Density.** Notwithstanding the maximum gross density permitted under the Zone, FINCH CREEK may allocate the Development Entitlements among any Subdivision within the Project;

3.4 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by FINCH CREEK to a Developer or Sub-developer, FINCH CREEK shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any Development ERUs associated with such Parcel, and the Open Space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, FINCH CREEK shall provide the City Recorder with a development report (a “**Development Report**”) identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with FINCH CREEK and any material effects of the sale on the Site Plan.

3.4.1 **Return of Unused Density.** If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such

transferred Parcel(s), the unused Development ERU shall automatically revert back to FINCH CREEK. Such Development ERU shall be accounted for in any subsequent Development Report that FINCH CREEK, or any of its successors in interest may be required to file with the City Recorder.

3.5 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel.

3.6 Low Income Housing Requirements. For the purposes of this Agreement, Low Income or Affordable Housing shall maintain a selling price that is affordable for individuals or families with an income of less than 60% of the average median income (AMI) in Wasatch County, Utah. A minimum of 3.5 ERU's shall be deed restricted in perpetuity and sold or rented at an affordable rate to families earning no more than sixty percent (60%) of the average median income (60% AMI). FINCH CREEK shall reasonably disperse the Low Income Housing units throughout the Project. FINCH CREEK shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as FINCH CREEK may elect. The Low Income Housing ERUs shall be developed on a proportional basis with the development. Developer and the City shall follow and comply with any deed restrictions as outlined in the Low Income Housing Ordinance & Plan. Payment of a fee in lieu to fulfill the requirements of the Low Income Housing Ordinance & Plan is not an option, unless specifically agreed to by the City. Fractions of required Low Income Housing ERUs may be implemented with the payment of a fee in lieu option.

3.6.1 Allocation of Low Income Housing. At least one half of the required affordable housing (ERUs) shall be sold to parties that shall be required to reside in the units as their primary residence, "Owner-Occupied", with a specific restriction not to allow said units to be rented. ERUs constructed as Low Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 60% or less of the Average Medium Income for Wasatch County, Utah.

3.6.2 Rights of First Offer. Heber City, or its designee, shall have the first right to purchase all affordable dwelling units (aka, AMI deed restricted properties, or affordable deed restricted units). In the event that Heber City does not exercise or execute on its said option to purchase, then FINCH CREEK, and its successors, shall grant or cause the applicable Developers and/or Sub-developers to grant to the following entities and their employees, in descending order of priority, a right to purchase Low Income Housing constructed and operated as affordable housing and available within the Project for sale to income qualifying households otherwise

meeting the requirements of this Agreement: the **City**, the Wasatch County School District (the “**District**”) and Wasatch County (the “**County**”). In the event the City, the District, and the County do not exercise their respective first rights, the applicable Low Income Housing Units may be sold, as the case may, be to members of the general public meeting the income qualification requirements, employed in Wasatch County and living or desiring to live in Wasatch County.

3.6.2.1 Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes at FINCH CREEK MIXED USE DEVELOPMENT.

a. Prior to final approval for the Finch Creek Mixed Use Development, and, prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a ***Deed Restrictions Covenant***, (*which shall be recorded with the Wasatch County Recorder*), that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes at Finch Creek Mixed Use Development, Heber City, Wasatch County, Utah. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner’s successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

2. The City shall forever retain the right to purchase all Affordable housing units, in perpetuity, pursuant to such a Covenant running with the land and units.

3. Administration and Enforcement. The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to

applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

4. At least 50% of the required affordable ERUs shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each of these Unit Owners shall occupy the Unit as a Primary Residence. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase, or otherwise acquire any other direct or indirect interest in real property while the Unit owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary if such trust's corpus contains any other real property.

5. Resale of Unit. The Unit Owner shall send Notice to the City of such Unit Owner's intent to sell the unit (the date of such Unit Owner's Notice to the City shall be the "Offer Date") and shall not Sell any interest in such Unit without written consent of the City.

3.6.3 Off-site Low Income Housing. At the discretion of the developer, some or all of the affordable housing requirements may be met in partnership with the City to allow construction and location of affordable housing units off site on any available property whether owned by the City, third parties or other entities. The exact details of such an arrangement, if presented by the City and discretionally negotiated by developer, would be negotiated with the City at the time of development, if possible, and if the City has the property available at that time. It is the intent that such option would not reduce the developer's requirements below that required in this MDA.

3.6.4 Timing. At least 50% of the required Low Income Housing units shall be constructed no later than the construction of the first 30 percent of the Market Rate units. The full Low Income Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units.

3.6.5 Non-Residential Development Timing. Any commercial areas shown upon the Master Plan for the development shall be rough graded and

provided with access to adequate utilities to serve the land uses no later than the construction of 60 percent of the residential units within the development.

4. **Zoning and Vested Rights.**

4.1 **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, which are in place at the time of a complete and approved application, 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. Specifically, Developer and Owner acknowledge and agree that in the event adherence to the City Updated North Village Storm Water and the North Village Street Master Plans, may or actually does affect or compromise entitlements, Developer and Owner shall not be allowed to claim damages, takings or costs from or against the City.

4.2 **Current Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone. The North Village Overlay District Zone (Section 18.21.010 and Section 18.21.060 of the Heber City Code) was approved by the Council on March 16, 2021.

4.3 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs, (the “**Term**”), unless it is terminated in accordance with Section 26. The Term may, at FINCH CREEK’s option, be extended for one (1) additional five (5) year period, provided FINCH CREEK is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, FINCH CREEK’s vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. 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.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that FINCH CREEK, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

6. **Open Space, Improved Public Parks, and Trails Requirements.**

6.1 **Development Timing: Open Space, Neighborhood Parks, and Trails.** Neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. The City shall not be obligated to make final approval and place into warranty any public improvements located within or constructed in conjunction with the development of a particular Phase until the parks and trails located within such Phase have been constructed, or the City has received an improvement completion assurance in the form of either a cash escrow deposit, a letter of credit or such other form of completion assurance as may then be accepted by the City with respect to such parks and trails meeting the requirements of Section 10-9a-604.5 of the Utah Municipal Land Use Development Management Act. Open space, parks and trails shall comply with the requirements of the NVOZ.

6.2 **Dedication of Open Space or Trails.** Property within the canal easements shall be granted and dedicated by the Property Owner to the City, or other public entity as determined by the City. Dedication of Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space and/or Trails; In the event trails are established solely for the internal use by Homeowners' Association, no public easement shall be granted by FINCH CREEK or any other Property Owner. Construction and dedication of the Highway 40 trail shall occur within the first phase of development.

6.3 **Maintenance of Open Space/or Trails.** Except as otherwise specifically provided in this Agreement, upon acceptance by the City of Trails and after formal possession, the City shall be responsible for maintaining the Public Trail after final inspection and acceptance of the applicable improvements included therein, if any. If the Trails are dedicated to an entity other than the City, the dedication shall provide for the maintenance of the applicable Trails. Unless approved by, and dedicated to the City, any associated landscaping with such Trails shall be maintained by the respective property owners association.

6.4 **Tax Benefits.** The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

6.5 **North Fields Preservation.** FINCH CREEK, for itself and with respect to each subsequent Owner of the Property, agrees that upon issuance of a building permit for a Development Unit, the Owner of such Development Unit shall pay to the City a fee equal to \$2,500 per ERU or partial ERU attributable to such Development Unit (the “**North Fields Preservation Fee**”). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Low Income Housing Units.

7. **Public Improvements.**

7.1 **Utilities and On-Site Infrastructure.** The City acknowledges that FINCH CREEK will prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by the Capital Facilities Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 7.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

7.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and FINCH CREEK acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise “upsized” or upgraded (collectively, the “**Excess Improvements**”) at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or

future developments on land areas outside of the Project's boundaries or owned by parties other than Property Owners (collectively, the "**Benefitted Property**"). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by FINCH CREEK:

7.2.1 **Reimbursements.** The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City's approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners-for installing Off-site System Improvements to serve their property as required by State law. Said pioneering agreements shall have a maximum duration of 10 years from the date of City's acceptance of associated improvements.

7.2.2 **Building Fee and Impact Fee Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Impact Fees applicable to the Project.

7.2.3 **Backbone Improvements.** Property Owners shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

7.2.4 **Phasing of Master Planned Facilities.** Public Facilities shown on the City's Capital Facilities Plan shall be constructed within the first phase of development.

7.3 **Secondary Access.** Subject to approval of the City and Wasatch County Fire Service District, FINCH CREEK shall cause one of the proposed Secondary Access Roads to be completed in connection with the first phase of the Project. If approved, said Secondary Access Road shall satisfy the requirements of the City and the Wasatch County Fire Service District with respect to adequate ingress and egress for the Project.

7.4 Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan. The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; 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 so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. If the Parties cannot reach agreement on the terms of a reimbursement agreement, the terms of such a reimbursement agreement shall be subject to the mediation and arbitration provisions of Section 14. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

7.5 No Additional Off-Site Infrastructure Requirements. Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. In the event that Developer or Sub-developer is required to build Off-Site Infrastructure, and subject to the aforementioned 10 year limited duration, in the event pioneering agreements are used, the City would collect a pro-rata share from future, benefitting developers.

7.6. Modifications of Infrastructure Locations and the Boundaries of the Development Areas. The City acknowledges that the exact locations of On and Off-Site Infrastructure and the boundaries of the Parcels are conceptual in nature and that additional surveying, engineering and similar studies are needed to finalize lot locations, road and utility alignments as well as road and utility sizing. Therefore, Parcel boundaries, road and utility alignments and, subject to the requirements of this Agreement, infrastructure sizing may be further modified and revised upon the City's approval of subsequent Development Applications in accordance with subsequent subarea infrastructure Site Plans that will be prepared

by Developer for each Phase, and the City's Vested Laws, all subject to City final approval.

7.7 Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD). The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services.

7.8. Water Rights. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.

7.9. Streets. Street frontage shall be improved in compliance with the City's Standards and Specifications and the NVOZ.

Development shall obtain UDOT access approval for any accesses onto a state highway.

Development shall comply with the Highway 40 Access Management Agreement.

At the time of development, a transportation hub (area with a bus stop bench and bus turnout), will provided to the satisfaction of the City Engineer within each development, at a location that is central to the transportation network and convenient for access to the center of density within the development.

7.10 Off-Site Connectivity. All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

8. Cable/Fiber Optic Service. Subject to all applicable federal and state laws, as well as the City's authorization and capacity to timely install in a reasonable manner all required infrastructure and provide such service, FINCH CREEK agrees that the City shall be the sole cable/fiber optic network provider for the Development. The City shall install or cause to be installed all underground conduits necessary to make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project. FINCH CREEK shall cooperate and reasonably accommodate the City's installation and development of said cable service/fiber optic network, (CFON).

Notwithstanding the foregoing, Property Owners may contract with any cable TV/fiber optic and other communication provider of their own choice and grant an exclusive right of 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 such Property Owner's real property 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 cable, fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

9. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. Recordation of the CC&Rs and creation of such Property 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&Rs and Design Guidelines. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City. If any provision of the Design Guidelines is inconsistent with a specific provision of this Agreement, the terms of this Agreement shall govern. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding On or Off-Site Infrastructure or other infrastructure proposed by Property Owners, the architectural control committee established by the CC&Rs shall certify that the proposed Development Application complies with the Design Guidelines. To facilitate uniform application and enforcement of the Design Guidelines, the Design Guidelines shall incorporate the design standards set forth in the Zone. Potential avenues of enforcement of the applicable CC&Rs available to the applicable Property Owners' Association or Owners shall include judicial enforcement by a court having subject matter jurisdiction over the particular dispute.

10. **Fees & Bonding.**

10.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

10.2 **Warranty Bonding.** To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit or cash bonds (all forms approved by the City) in relation to any on or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "**Security**"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

Notwithstanding anything to the contrary under the City's Vested Laws, Property Owners shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety. The Security required under this section shall otherwise conform to the requirements of State Law.

11. **Construction Standards and Requirements.**

11.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City's Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 12 below.

11.2 **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, a Developer or Sub-developer shall, at their expense, 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 Developers Sub-developers in seeking to secure such permits from other governmental entities.

11.3 **Limitation to Three Stories.** No structure in the Project shall exceed three (3) stories in height unless approved by the City Council.

12. **Grading, On-Site Processing of Natural Materials; Storm Water Management.**

12.1 **Intentionally Omitted.**

12.2 **On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits.

12.3 **Storm Water Management.** The Parties acknowledge that the City is presently contemplating a future regional storm water master plan (as finalized and adopted by the City, the “**City Updated North Village Stormwater Master Plan**”). Concurrent with Provision 4.1 above, FINCH CREEK shall be required to comply with all future policies and standards of the North Village Stormwater Master Plan and associated Stormwater Design Manual, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

12.3.1 As a condition of annexation, as outlined in the **City Updated North Village Storm water Master Plan**, Developer and Property Owner shall restore or replace the historic, natural drainage channels downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan.

12.4 **Intentionally Omitted.**

12.5. **Future Transportation Plan.** The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City, the (when finalized and adopted by the City, the “**City Updated North Village Transportation Plan**”). Concurrent with Provision 4.1 above, FINCH CREEK shall be required to comply with all future policies and standards of the North Village Transportation Plan, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter.

13. **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 like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

14. **Default.** Any failure by any party to perform any 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 14.2 through 14.4), shall constitute a “**Default**” under this Agreement. Any notice given pursuant to the preceding sentence (“**Asserted Default Notice**”) shall comply with Section 14.1.

14.1. **Notice.** If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

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

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

14.1.1.2. **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;

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

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

14.2. **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.

14.3. **Meet and Confer, Mediation, Arbitration.** 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, before initiating any formal litigation proceedings the Parties shall first engage in Mediation.

14.4. **Remedies.** If the Parties are not able to resolve the Default by Mediation, the Parties shall have the following remedies:

14.4.1. **Legal Remedies.** 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. 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.

14.4.2. **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.

14.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

14.5. **Public Meeting.** For any Default by a Property Owner, before any remedy in Section 14.4.1 may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

14.6. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs 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 impose the remedies of Section 14.4., without any further requirements or obligations to the Property Owners. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

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

15. **Notices.** All notices required or permitted under this Amended Development 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 the Property Owners:

Finch Creek, LLC
Attn: James Stout

1113 S. 500 W.
Bountiful, UT 84010

To the City:

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

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

15.1.1 Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

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

15.1.3 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.

15.1.4 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.

16. Administrative Amendments.

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

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

16.1.2 Design Guidelines. Modifications of the Design Guidelines.

16.1.3 Development Unit Allocations. Any allocation of Development Unit densities to be made by FINCH CREEK or its successors.

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

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

16.2.1 **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.

16.2.2 **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.

16.2.3 **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 Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the 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 16.2.2. 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.

16.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

16.2.5 **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 Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

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

17.1 **Submissions of Modification Applications.** Only the City or FINCH CREEK or an assignee of FINCH CREEK, approved in writing by the City, and one that succeeds to all of the rights and obligations of FINCH CREEK under this Agreement may submit a Modification Application.

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

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

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

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

17.2.4 **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.

17.2.5 **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.

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

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

17.4.1 **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 the Applicant has submitted a complete application.

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

17.5 **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.

17.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant 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).

17.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Property Owners 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 the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

17.8 **Amendments by FINCH CREEK.** Notwithstanding any other provision in this Agreement to the contrary, FINCH CREEK may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from FINCH CREEK or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor FINCH CREEK shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 17.

18. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property

Owner, 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 Property Owner 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 the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

19. **Attorney Fees and Costs.** Subject to the Default provisions of Section 14 above, any and all disputes arising out of or related to the terms and conditions of this Agreement, including the interpretation and validity of the terms herein and the respective rights and obligations of the parties, shall first be negotiated informally in good faith between the parties. If such informal negotiations do not resolve the dispute, the parties shall participate, in good faith, in mediation. If mediation is unsuccessful, then either party may pursue whatever legal remedies may be available, at law or equity, before a court of competent jurisdiction, the losing party to the controversy shall pay to the successful party any and all costs and expenses, including reasonable attorney's fees, investigating such actions, 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 such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

20. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this 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.

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

22. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. 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.

23. **Assignability.**

23.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, FINCH CREEK or its successor may sell any

portion of the Property to one or more Developers and/or Sub-developers at any time from and after the Effective Date. Each such transferred portion of the Property (each, a “**Development Property**”) shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

23.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property;

23.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property only, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless FINCH CREEK otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of FINCH CREEK, which may be granted or withheld in FINCH CREEK’s sole discretion:

(ii) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by FINCH CREEK Owners to the City in respect of the Development Property;

(iii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by FINCH CREEK for the Development Property; or

(iv) propose or oppose any amendments, modifications or other alterations to this Agreement.

23.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

23.1.4 FINCH CREEK shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer’s rights hereunder in respect of such Development Property, in each case without

Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

24. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. 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 an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

25. **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.

26. **Termination.**

26.1 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 4.3;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development 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 for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;
- (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) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

26.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the Development Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City

may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

26.3 Partial Termination. In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

27. Insurance and Indemnification. Each Property Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

28. Hazardous, Toxic, and/or Contaminating Materials. Each Owner 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 Property Owner 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.

29. Binding Effect. If FINCH CREEK or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses and configurations, 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.

30. 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.

31. 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.

32. **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 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.

33. **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.

34. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and FINCH CREEK each shall designate and appoint a representative to act as a liaison between the City and its various departments and FINCH CREEK. The initial representative for the City shall be City Manager, or his designee and the initial representatives for FINCH CREEK shall be Marco Diaz. 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.

35. **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.

36. **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.

37. **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 D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. 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 Property Owners 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.

38. **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 City Policy. 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.

39. **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.

40. **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.

41. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution 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.

[Signatures appear on the following two pages.]

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

PROPERTY OWNER

Finch Creek, LLC
Utah limited liability company

By: 
Name: James Stout
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
CITY OF SALT LAKE)

On the 5th day of December, 2022, personally appeared before me James Stout, who being by me duly sworn, did say that he is the Manager of Finch Creek, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.




NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: Heidi Franco
Name: Heidi Franco
Its: Mayor



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: [Signature]

By: Trina N Cooke

CITY ACKNOWLEDGMENT

STATE OF UTAH

)
:§.

CITY OF HEBER

)

On the 5th day of December, 2022, personally appeared before me Heidi Franco 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

TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL DEVELOPMENT

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (PARCEL NO.: 00-0007-7847/SERIAL NO.: OWC-0537-0-019-035)

ADDRESS: 3390 N HWY 40, HEBER CITY, UT 84032

COMMENCING AT A POINT HAVING STATE PLANE RECTANGULAR COORDINATES OF X:2022919.84 AND Y:806794.95 (BASED ON THE CONFORMAL PROJECTION, UTAH CENTRAL ZONE); SAID POINT ALSO BEING SOUTH 935.47 FEET AND EAST 1646.19 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 87°18'04" WEST 515.93 FEET; THENCE NORTH 28°34'26" WEST 129.47 FEET; THENCE NORTH 64°00' EAST 50.0 FEET; THENCE NORTH 18°56'24" WEST 153.68 FEET; THENCE NORTH 68°25'30" EAST 492.04 FEET; THENCE SOUTH 49°00'48" EAST 30.21 FEET; THENCE SOUTH 32°32'13" EAST 96.2 FEET; THENCE SOUTH 52°35'46" WEST 139.24 FEET; THENCE SOUTH 32°30'37" EAST 298.9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY;

ALL THAT PORTION OF THE THOMAS W. AND PAULA P. ANDERSON PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION NINETEEN (19), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, SALT LAKE BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND TWENTY-FIVE (25.00) FEET WIDE, TWENTY-FIVE (25.00) FEET RIGHT OR WESTERLY FROM THE CENTER LINE OF THE WASATCH CANAL, FROM STATION 97+22 TO 98+44: BEGINNING AT A POINT IN THE CENTERLINE OF THE WASATCH CANAL (STATION 97+22), AS SAID CENTERLINE IS DEPICTED ON THE ATTACHED EXHIBIT A (ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF), WHICH POINT IS FOUR HUNDRED SEVENTY-SIX AND SEVENTY-NINE HUNDREDTHS (476.79) FEET SOUTH AND ELEVEN HUNDRED AND FIFTY-SIX HUNDREDTHS (1100.56) FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976); THENCE SOUTHEASTERLY SIXTY-FOUR AND TWENTY-FOUR HUNDREDTHS (64.24) FEET ALONG THE ARC OF A ONE HUNDRED FORTY (140.00) FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 39°17'21" EAST SIXTY-THREE AND SIXTY-EIGHT HUNDREDTHS (63.68) FEET) TO THE POINT OF REVERSE CURVATURE OF A ONE HUNDRED SEVENTY-TWO AND FIFTY-FIVE HUNDREDTHS (172.55) FOOT RADIUS CURVE; THENCE SOUTHEASTERLY FIFTY-EIGHT AND FIFTY HUNDREDTHS (58.50) FEET ALONG THE ARC OF SAID CURVE TO A POINT (STATION 98+44) ONE THOUSAND TWENTY-SIX AND FOURTEEN HUNDREDTHS (1026.14) FEET WEST AND FIVE HUNDRED

SEVENTY-THREE AND TWENTY-SIX HUNDREDTHS (573.26) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976). EXCEPTING THE PORTION THAT LIES WITHIN THE HALL FAMILY PARTNERSHIP TRACT, (ENTRY NO. 185608, RECORDED MARCH 21, 1996, IN BOOK 318, AT PAGE 410, WASATCH COUNTY, UTAH).

THE SIDE BOUNDARIES OF SAID STRIP ARE TO BE SHORTENED OR EXTENDED SO AS TO BEGIN ON SAID NORTHERLY BOUNDARY LINE AND END ON SAID SOUTHERLY BOUNDARY LINE OF SAID PROPERTY BOUNDARY.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (PARCEL NO.: 00-0021-2027/ SERIAL NO.: OWC-0539-5-019-035)

ADDRESS: NONE ASSIGNED

BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 3: (PARCEL NO.: 00-0021-2028/ SERIAL NO.: OWC-0539-6-019-035)

ADDRESS: NONE ASSIGNED

BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND

RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.
SITUATE IN WASATCH COUNTY, STATE OF UTAH.

EXHIBIT B TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL DEVELOPMENT

Site Plan



TOWNHOME SITE PLAN

CONCEPTUAL DESIGN PACKAGE

FINCH CREEK TOWNHOME SUBDIVISION - PHASE 1

12 JULY 2022

aeurbia
architects and engineers

EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT
North Fields

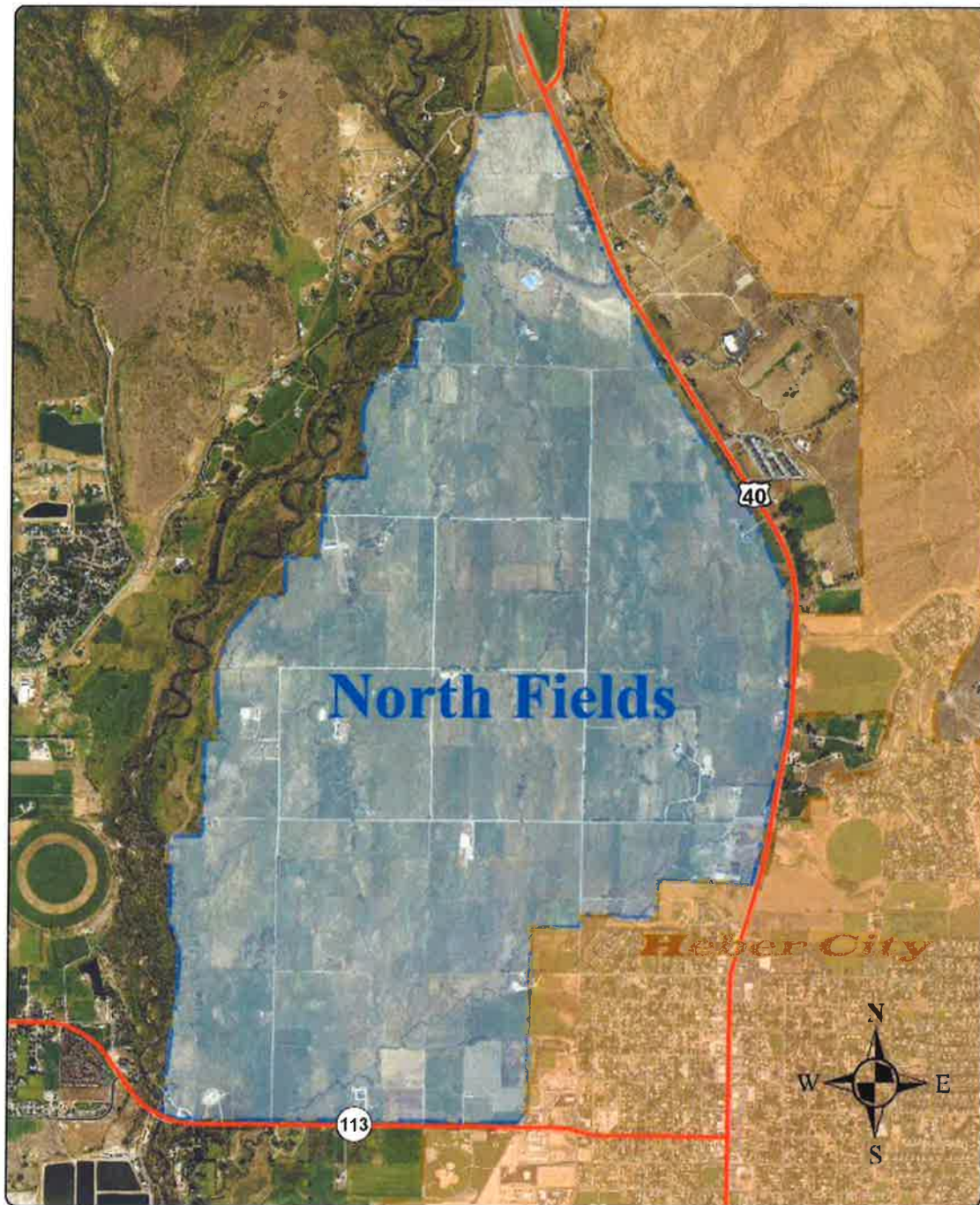


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR FINCH CREEK MIXED USE RESIDENTIAL
DEVELOPMENT

City's Vested Laws

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.

PROJECT TITLE

FINCH CREEK

**HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT**

[illegible]

SEAL

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

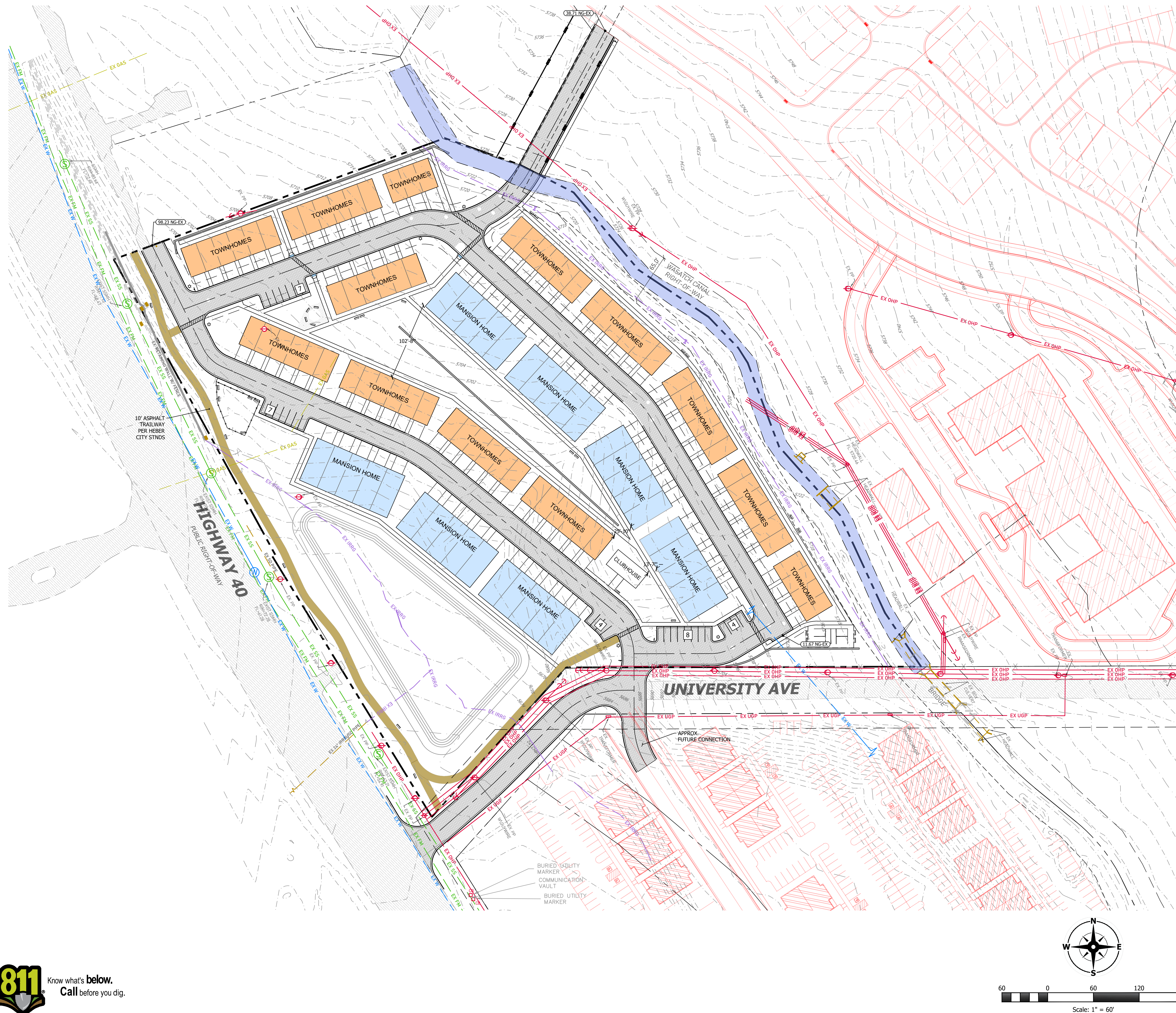
Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

SITE PLAN

SHEET NO.

SHEET NO. **C1.00**



Know what's **below**.
Call before you dig

FINCH CREEK

**HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

[illegible]

SEAL

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

SHEET NO. **L1.00**





HEBER CITY • NORTH VILLAGE OVERLAY (NVOZ)

Planning Commission Submittal

Master Development Agreement Amendment •
University Village



The Project



Finch Creek is a residential neighborhood of townhomes and mansion-style townhomes in the University Village sub-district of the North Village Overlay Zone

108

homes (down from 138)

11.22 ac

University Village / NVOZ

20 ft

private driveway at every home

Clubhouse

+ amenity core



What's Changed Since the Original MDA

THE PRIOR ENTITLEMENT WAS 138 IDENTICAL TOWNHOMES; THE AMENDMENT ADDS VARIETY AND LIVABILITY

Measure	Original (2022) MDA	Proposed Amendment
Total homes	138	108
Unit sizes	All identical — 1,200 SF each	Variety of sizes & floorplans
Home types	Townhomes only	Townhomes + mansion-style townhomes
Design style	138 identical units	Farmhouse &/or Mountain Modern
Private driveways	Zero lot-line; no driveways	20 ft each (utility space + parking)
Community amenities	Gathering areas + garden	Clubhouse + amenity core

Fewer homes. Real variety. Private driveways. More amenities.

Site Plan



DEVELOPMENT SUMMARY

Property 11.22 ac (488,662 SF)
Homes 108 (townhomes + mansion-style)
Zoning NVOZ · Univ. Village
Available ERU 11.22 ac × 6 = 67.3 ERU
Bldg footprint 113,820 SF (23%)
Hard surface 163,250 SF (29%)
Landscape 232,923 SF (48%)
Setbacks 10–20' front · 15' bldgs
Parking Alley-loaded, rear-yard

Architecture — Alley-Load Townhomes



3-plex, 4-plex & 6-plex products

Two design families — **Farmhouse** and/or **Mountain Modern** — in a variety of sizes and floorplans give the streetscape genuine variety.



Architecture — Mansion-Style Townhomes



Townhomes that live like a mansion

“Mansion-style townhomes” are attached townhomes — a variety of sizes and floorplans — configured so the building reads as a single, large mansion from the street. Same Farmhouse and/or Mountain Modern design families.

Walkout lockout units (our intention): In several of the mansion-style townhome buildings, to accommodate grade we intend to use a walkout basement in place of a retaining wall — that lower level easily works as a lockout apartment.



Community Amenities:



Fire Pit Sitting Area

Multi-modal Paths



Community Amenities:



Fenced Dog Park



Pickleball Courts

The Clubhouse & Wellness Center



A Clubhouse at the Heart of It

A residents' clubhouse and wellness center — the social hub of Finch Creek.



Large hot tub

INSIDE THE CLUBHOUSE



Small Gym

A fitness room for residents.



Sauna

Dry heat to relax and recover.



Cold Plunge

Contrast therapy after a workout.



Showers & Restrooms

Convenient changing facilities.



Thank You

James Stout

JamesS@Stoutllc.com

801.390.8841



Requested Exception 1

RETAIL / COMMERCIAL REQUIREMENT

THE REQUEST — AS SUBMITTED

No true retail or commercial is anticipated; however, the Applicant shall construct and use one detached building as a clubhouse and wellness center for residents of Finch Creek in the approximate location and size shown on the Site Plan.

WHY WE'RE ASKING

The bypass freeway changes moved the main intersection off Highway 40 at our property, where it connects to University Avenue. With that through-traffic gone, retail here — set back inside a residential community, away from the main thoroughfare — would struggle to succeed. We will provide a residents' clubhouse and wellness center to serve the community.

PARKS / TRAILS / COURTYARD

THE REQUEST — AS SUBMITTED

The Applicant will meet the Parks requirements by providing amenities including a courtyard, pickleball courts, and a multi-use trail. Consistent with Heber City Code section 18.21.050.2.8 the Applicant requests that parking near these amenities count towards the open space. The trail shown on the Site Plan near the courtyard and greenspace shall count as a sidewalk for the purpose of meeting the requirements of a courtyard. To the extent applicable, the Applicant also requests that it be exempt from the proximity requirements of 18.21.050.2.9.

WHY WE'RE ASKING

The trail running eastward along the north side of the courtyard doubles as both a sidewalk for those townhomes and our community trail. Separately, the trail nearest Highway 40 sits within the proximity requirement of a paved road — we're simply asking that this trail be approved as shown near the highway.



Trail as sidewalk — north of the courtyard



Trail near Highway 40

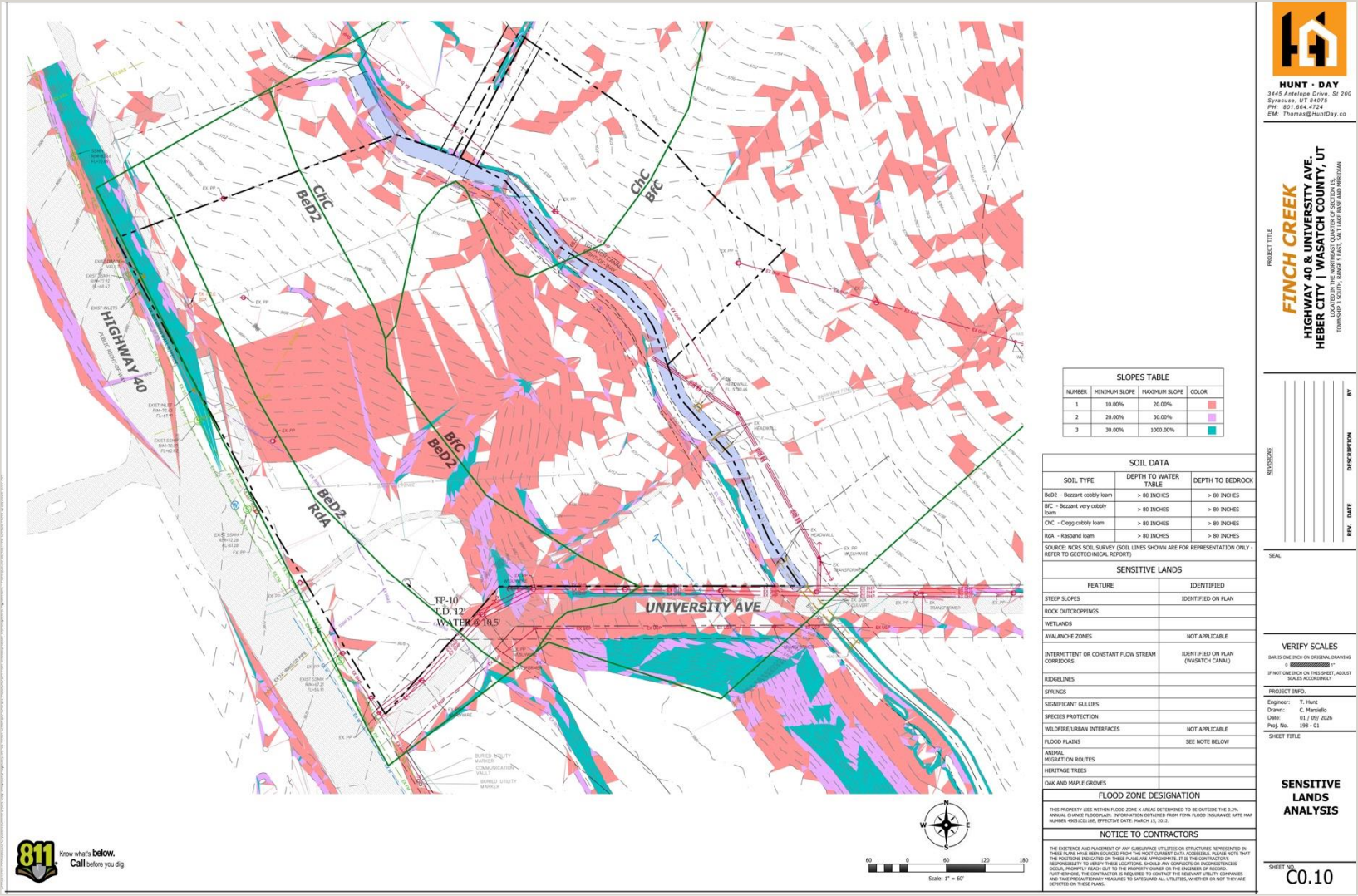
SENSITIVE LANDS / STEEP SLOPES

THE REQUEST — AS SUBMITTED

The Sensitive Lands Analysis shows minor areas where the slope may exceed thirty percent (30%). The Applicant requests that it be allowed to make limited improvements in these areas, subject to the requirement that it obtain a geotechnical engineering analysis for the areas below the Wasatch Canal to ensure that it is stable when the improvements—including any structured retaining—are installed. The engineering and associated geotechnical report shall include mitigation and design criteria for all areas over 30% slope.

WHY WE'RE ASKING

Only very small, isolated pockets of the site exceed 30% slope, as shown in our Sensitive Lands Analysis. We agree to provide the geotechnical engineering to verify the stability of our design in those areas.



Requested Exceptions 4 & 6



PRIVATE ROADS & PARKING

EXCEPTION 4 · PRIVATE ROADS

THE REQUEST — AS SUBMITTED

The Applicant shall be permitted to use private roads, measuring thirty-two (32) feet from back of curb to back of curb in the approximate locations shown and as generally depicted on the Site Plan. All parking shall be provided in dedicated parking spaces and not on these private roads. The Applicant shall still be subject to participate in construction of the public road system as contemplated by the Area Master Transportation Plan.

WHY WE'RE ASKING

Our private 32-ft roads aren't wide enough for on-street parking. We acknowledge this and agree not to allow parking along the sides of the private roads — all parking is provided in dedicated spaces.

32 ft

private roads — no on-street parking

20 ft

driveway at every home

4

2 garage + 2 driveway per home

30+

dedicated visitor stalls

EXCEPTION 6 · PARKING

THE REQUEST — AS SUBMITTED

The Applicant's proposed driveway and garage parking shall count towards the parking requirements of each residential unit to meet the requirements of Chapter 18.72 of Heber City Code. In light of the driveway and garage parking spaces, the Applicant shall not be required to construct any additional on-street or off-street parking, other than that shown generally on the Site Plan. Driveways must be a minimum of twenty feet long to allow for adequate space for parking.

WHY WE'RE ASKING

Each home has two garage stalls and two driveway stalls. Beyond that, we are additionally providing the required visitor parking.

Requested Exception 5



FIRST-STORY GLAZING

THE REQUEST — AS SUBMITTED

The glazing requirement for the first story of residential units within the Property may be ten percent (10%).

WHY WE'RE ASKING

The garage doors on the alley side leave too little wall area to meet the full first-story glazing requirement, so we're requesting first-story glazing at 10%. The elevation shows the condition.



Alley-side elevation — garage doors limit first-story glazing

Requested Exceptions 7 & 8



SCENIC BUFFER — HIGHWAY 40 CONNECTION

EXCEPTION 7 · SCENIC BUFFER & MONOTONY

THE REQUEST — AS SUBMITTED

The Applicant shall not be required to meet the scenic buffer requirements for the portion of the Project connecting into the existing private frontage road near Moulton Lane. Based on the landscape buffering and viewpoint from Highway 40, the Project shall be excepted from the monotony requirements, presently codified in City Code section 18.21.030.3. However, the Project shall contain a mix of styles, as conceptualized in the Site Plan.

WHY WE'RE ASKING

We connect into an existing private frontage road that already ties into Highway 40. That connection is an existing condition within the scenic buffer — because it already exists, we're asking for the exception.



Northwest corner — connection to the existing Highway 40 private road

EXCEPTION 8 · WITHIN THE 75-FT SETBACK

THE REQUEST — AS SUBMITTED

To facilitate access, roads and hard surfaces are permitted and may be constructed in the approximate location shown on the Site Plan within the seventy-five foot (75') setback ordinarily required for the scenic buffer under City Code section 18.21.010.1.4.

WHY WE'RE ASKING

As our road curves to reach that private road, a short stretch falls within the 75-ft scenic buffer setback. Because we must connect to the existing road, we ask for the exception there.

DEVELOPMENT PER THE SITE PLAN

THE REQUEST — AS SUBMITTED

The Applicant shall be entitled to develop the project according to the building siting, street layout, street network, blocks, block lengths, sidewalks, connectivity, landscaping screening, access, and trails as generally shown in the approximate location as shown on the Site Plan, subject to City's vested laws except as excepted under this Agreement.

WHY WE'RE ASKING

A general acknowledgment — we agree to develop under Heber City's vested laws while confirming the Site Plan as submitted.



Our development area — Site Plan (L1.00)



Thank You

James Stout

JamesS@Stoutllc.com

801.390.8841



FINCH CREEK

**HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT**

SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	10.00%	20.00%	
2	20.00%	30.00%	
3	30.00%	1000.00%	

SOURCE: NCRS SOIL SURVEY (SOIL LINES SHOWN ARE FOR REPRESENTATION ONLY. REFER TO GEOTECHNICAL REPORT)

FEATURE	IDENTIFIED
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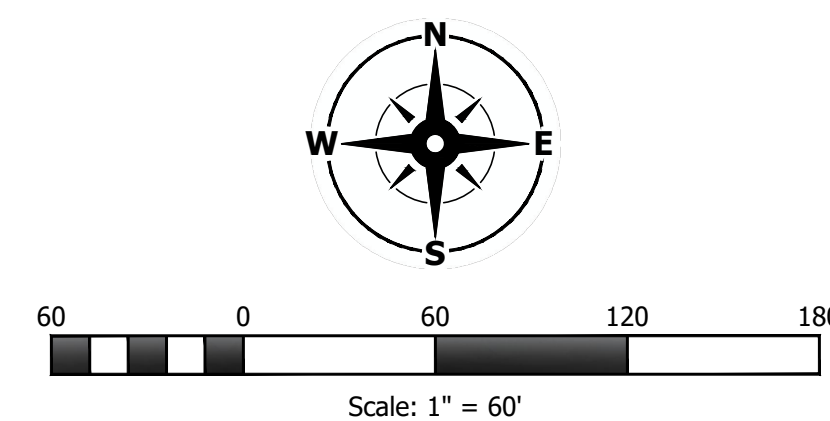
	FLOOD ZONE DESIGNATION
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NOTICE TO CONTRACTORS

THE EXISTENCE AND PLACEMENT OF ANY SUBSURFACE UTILITIES OR STRUCTURES REPRESENTED IN THESE PLANS HAVE BEEN SOURCED FROM THE MOST CURRENT DATA ACCESSIBLE. PLEASE NOTE THAT THE POSITIONS INDICATED ON THESE PLANS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS, SHOULD ANY CONFLICTS OR INCONSISTENCIES OCCUR, PROMPTLY REACH OUT TO THE PROPERTY OWNER OR THE ENGINEER OF RECORD. FURTHERMORE, THE CONTRACTOR IS REQUIRED TO CONTACT THE RELEVANT UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO SAFEGUARD ALL UTILITIES, WHETHER OR NOT THEY ARE DEPICTED ON THESE PLANS.

SENSITIVE LANDS ANALYSIS

SHEET NO.
C0.10



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ALLEY LOAD TOWNHOMES

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BOUNTIFUL, UT 84010
801.698.6685
JON@ELEMENT-DESIGN.CO

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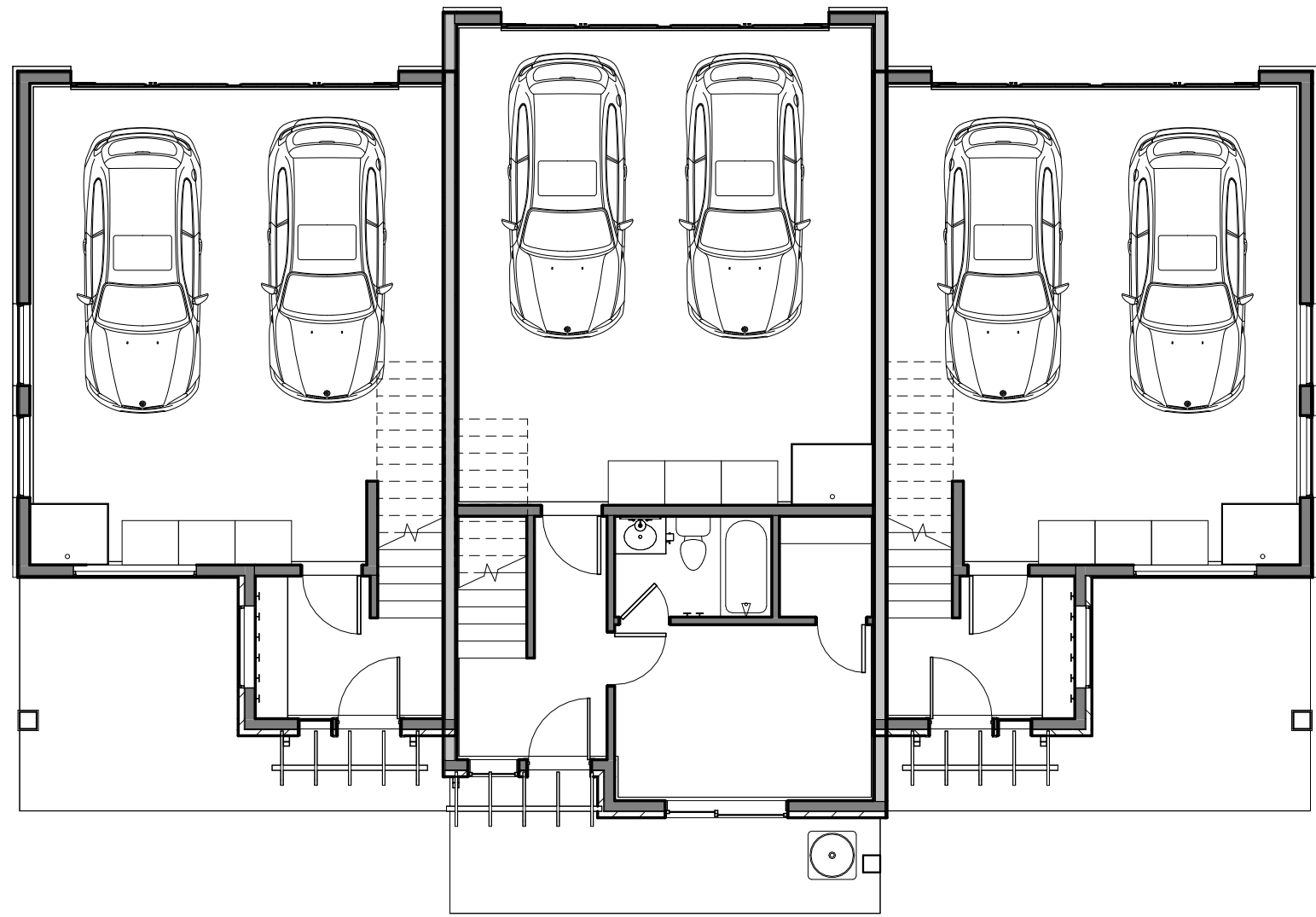
FINCH CREEK
COVER SHEET

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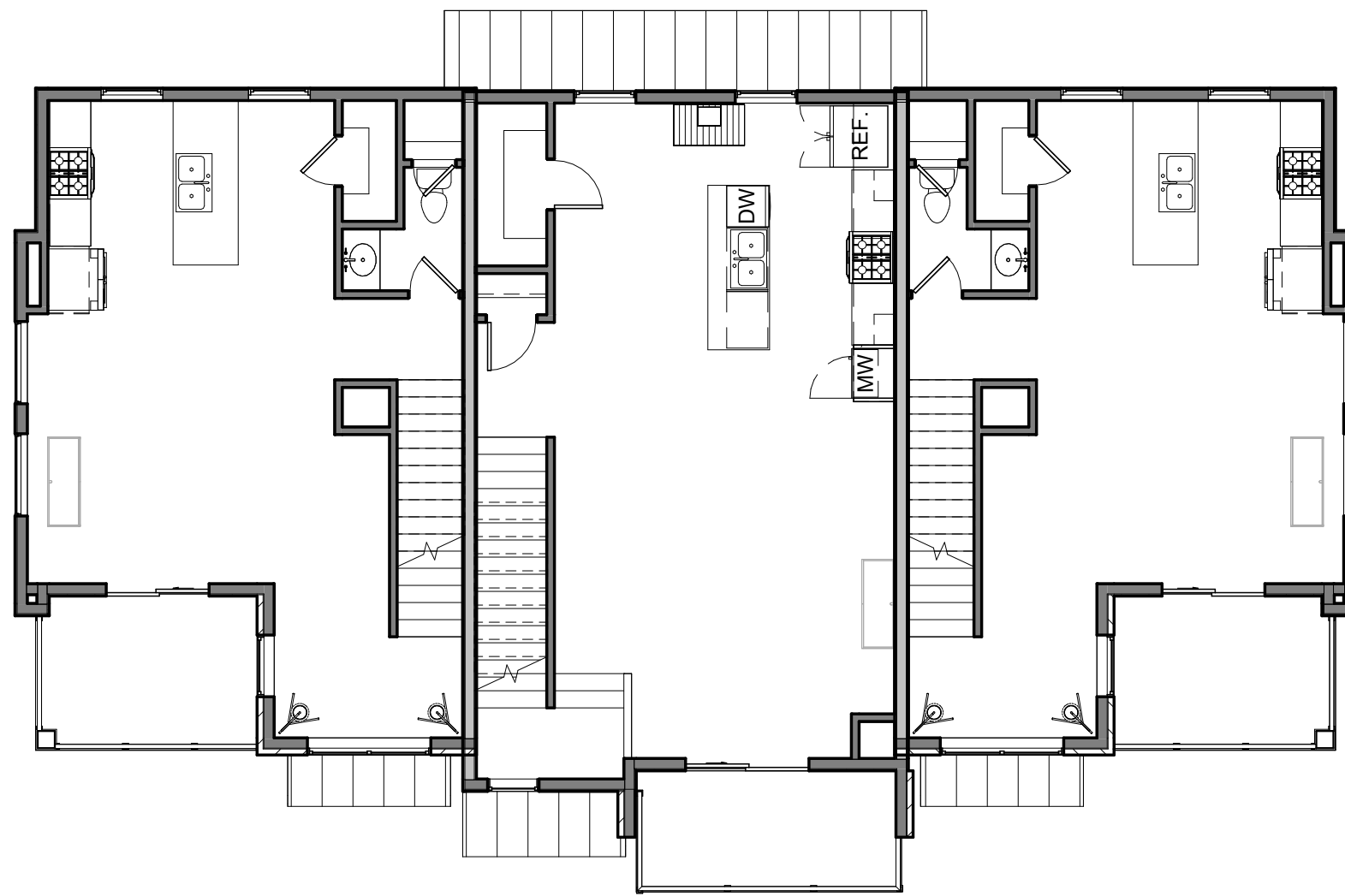
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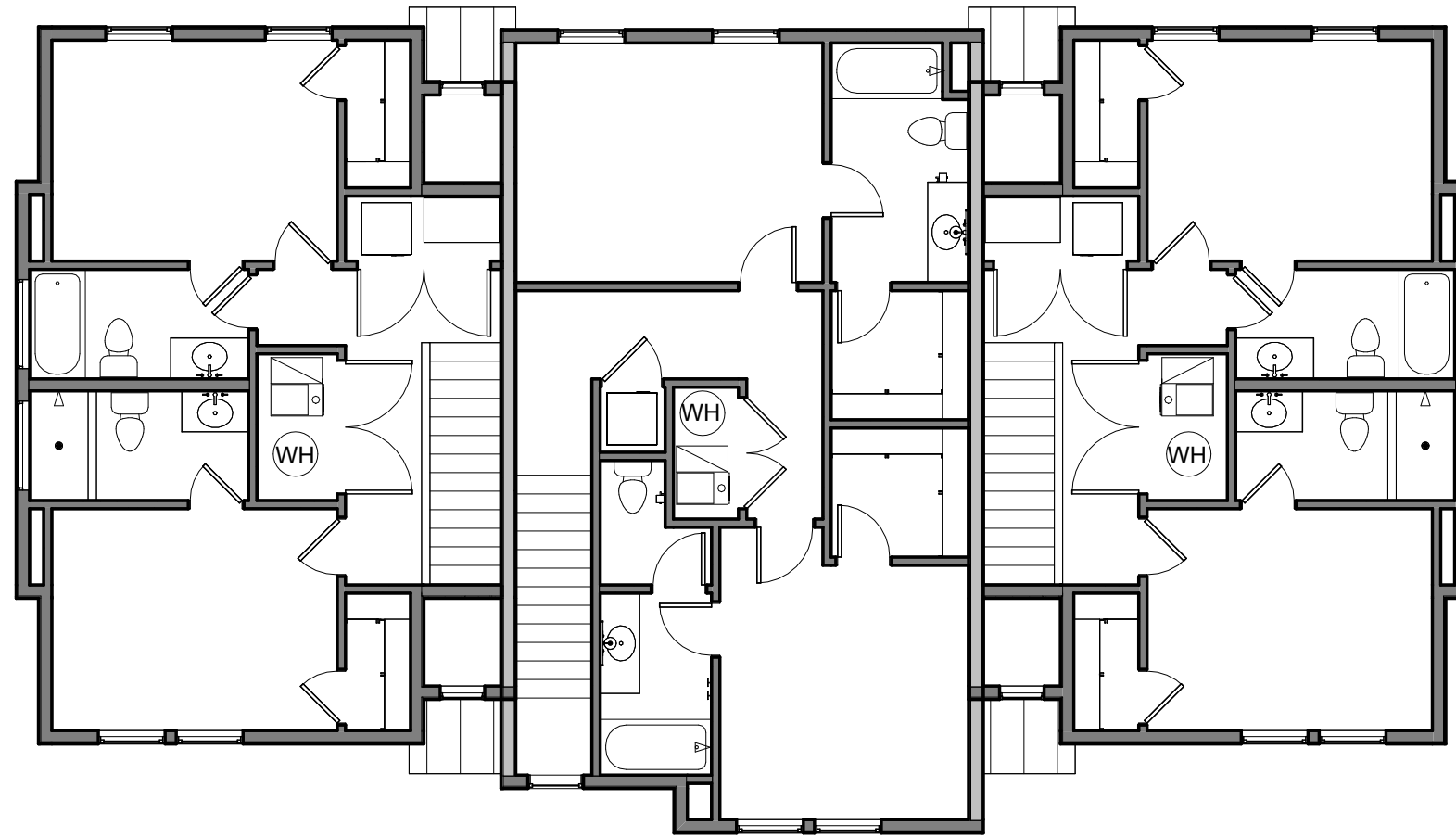
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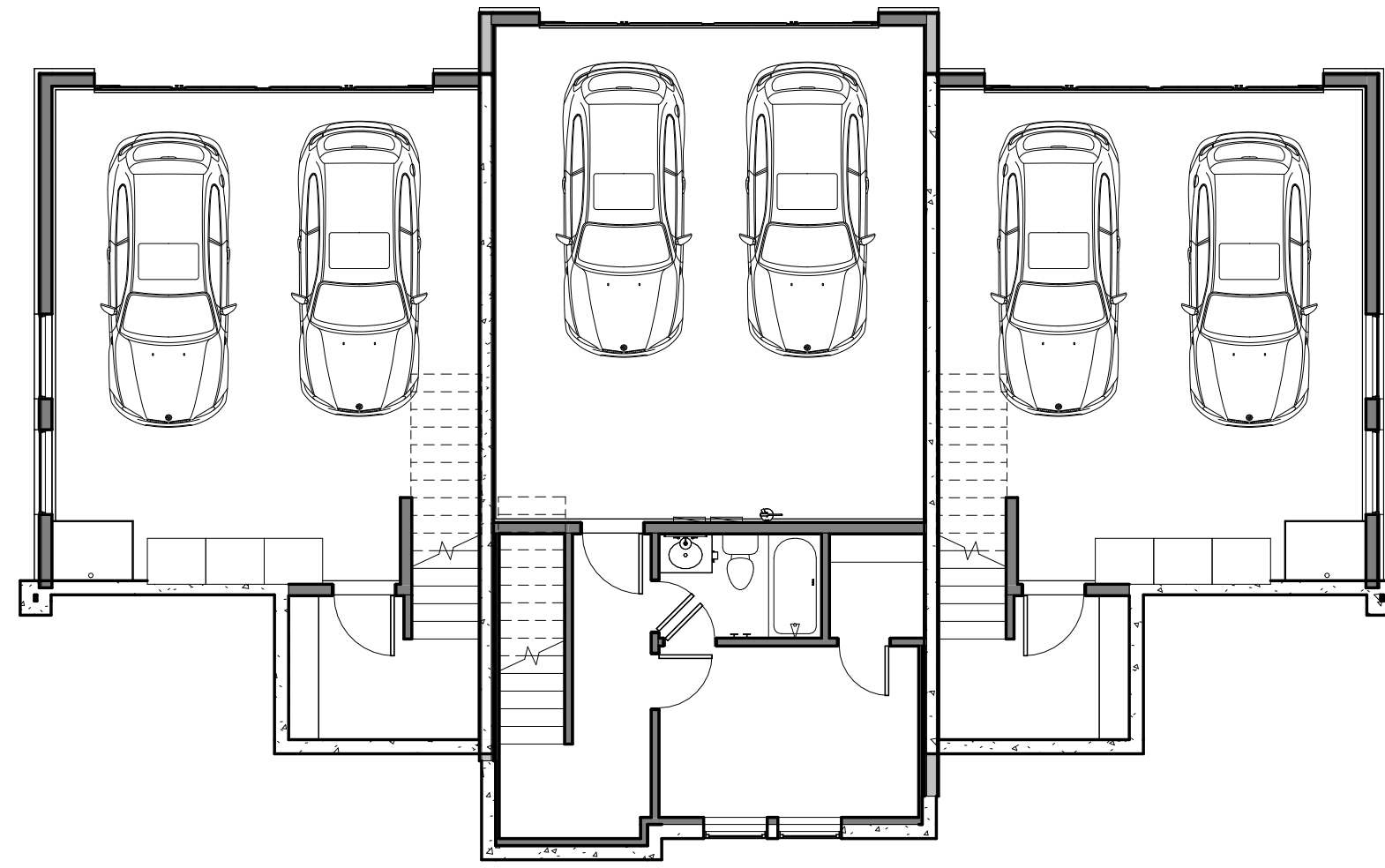
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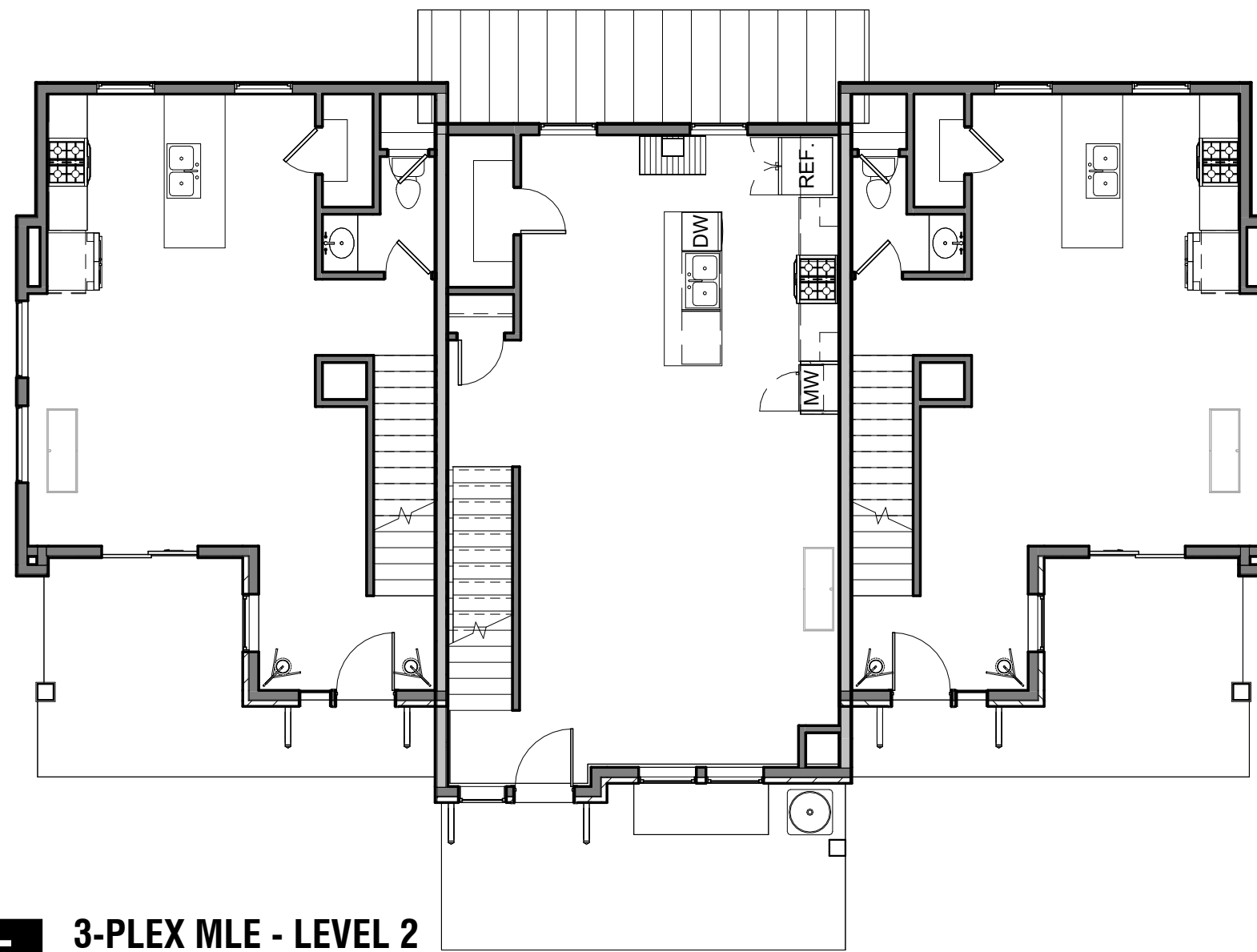
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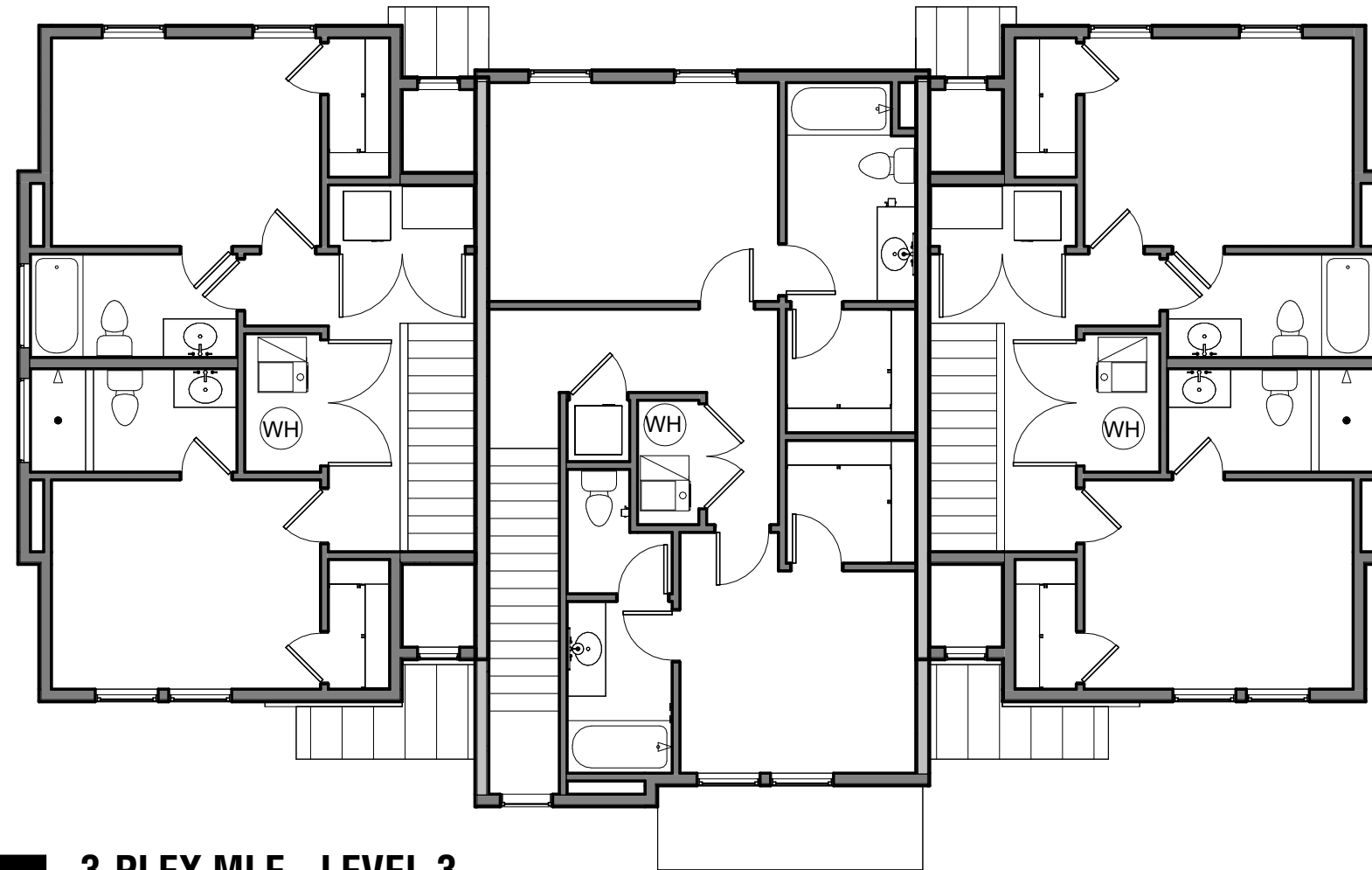
3 3-PLEX - LEVEL 3
1/8" = 1'-0"



4 3-PLEX MLE - LEVEL 1
1/8" = 1'-0"



5 3-PLEX MLE - LEVEL 2
1/8" = 1'-0"



6 3-PLEX MLE - LEVEL 3
1/8" = 1'-0"

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470 NORTH 500 WEST
BOUNTIFUL, UT 84010

801.699.6685
JON@ELEMENT-DESIGN.CO

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FINCH CREEK
3 PLEX

REVISIONS:

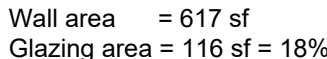
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PLANS

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SCHEMATIC DESIGN

A110



Page 163 of 26

HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

- STYLE AND FACADE COMPOSITION**
- Primary roof reads pitched or flat and supports heavy snow loads.
 - Main roof pitch extends over deck and patio areas for weather protection.
 - Roof planes occur over the entry patio or courtyard at the front facade.
 - Front facade features dominant expanses of glazing.
 - Wide roof overhangs provide protection from solar exposure.
 - Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
 - Wall materials include stone or natural wood siding.

- MASSING**
- Massing uses simple geometric forms.
 - Overall massing reads simple and emphasizes horizontal building elements.
 - Pitched roofs appear as a common massing feature.
 - Building height aligns with one or two stories.
 - Main level floor to ceiling height falls within 10 to 14 feet.
 - *Main level floor to ceiling height falls under 10 feet to comply with aerial access standards and overall building height standards.*

- ROOF FORM AND OVERHANGS**
- Single pitched roofs dominate.
 - Stone chimney penetrations appear as oversized massing elements where provided.
 - Roof overhangs extend roof coverage to patios and decks.

- WINDOWS AND DOORS**
- Large expanses of floor to ceiling glass provided.
 - Sliding doors extend interior space to decks and patios.
 - Windows and doors read untrimmed and integrate glazing into the exterior wall plane.

- PORCH AND ENTRY**
- Entry decks face the street or turn to the side. One or two stories acceptable.
 - Walled entry courtyards provided where shown.
 - Entry expression includes exposed wood, stone, and metal siding elements.
 - Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.

- DETAILS**
- Detailing reads simplified and ornamentation restrained.
 - Exposed structural elements provided.
 - Gutters integrate into roof structure and read hidden.
 - Downspouts read as rain chains and route runoff to a ground level water feature where shown.
 - Detailing references rustic or craftsman elements consistent with the local area.

- MINIMUM REQUIRED ELEMENTS**
- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
 - Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
 - Timber beams or braces provided under gables.
 - Stone on front facade meets 20 percent minimum.
 - *See elevations for calculation breakdown.*
 - Lap siding or board and batten siding on all four sides. Vinyl excluded.
 - Wide eave overhangs provided. Minimum 16 inches.
 - Garage door recessed a minimum 2 feet from the front facade.
 - Garage door reads decorative and includes small pane windows.
 - Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
 - Foundations receive veneered or textured or colored finish where exposed to view.
 - Decorative wood or wood look garage doors provided and recessed from the front plane.

- MULTIFAMILY REQUIREMENTS**
- Stone or brick at ground floor meets 20 percent minimum on each street facing elevation.
 - *See elevations for calculation breakdown.*
 - Private outdoor space or balcony provided. Minimum 60 square feet.
 - Covered front porch addresses the street or a common area.

- COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS**
- MINIMUM 15% TRANSPARENCY PER EACH STORY
 - *See elevations for calculation breakdown.*

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 512 sf	Wall area = 512 sf
Masonry area = 269 sf = 52%	Masonry area = 52 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 295 sf	Wall area = 295 sf
Masonry area = 129 sf = 43%	Masonry area = 129 sf = 43%

- FRONT FACADE**
- Wall area = 1818 sf
 - Masonry area = 457 sf = 25%

GLAZING REQUIREMENTS

- FRONT MAIN LEVEL**
- Wall area = 521 sf
 - Glazing area = 150 sf = 28%

- FRONT MIDDLE LEVEL**
- Wall area = 684 sf
 - Glazing area = 220 sf = 32%

- FRONT UPPER LEVEL**
- Wall area = 617 sf
 - Glazing area = 116 sf = 18%

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BOUNTIFUL, UT 84010
801.699.6665
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1 3-PLEX FRONT - MOUNTAIN
1/8" = 1'-0"



2 3-PLEX LEFT - MOUNTAIN
1/8" = 1'-0"



3 3-PLEX RIGHT - MOUNTAIN
1/8" = 1'-0"



4 3-PLEX REAR - MOUNTAIN
1/8" = 1'-0"

FINCH CREEK
3 PLEX

REVISIONS:

TITLE:
3-PLEX ELEVATIONS -
MOUNTAIN MODERN

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SCHEMATIC DESIGN

A200.1M

Wall area = 962 sf
Glazing area = 144 sf = 15%

Level 3 Plate
127' - 3 31/32"

LEVEL 3
119' - 2 27/32"

Level 2 Plate
117' - 10 3/32"

LEVEL 2
108' - 8 31/32"
107' - 4 7/32"

LEVEL 1
99' - 3 3/32"

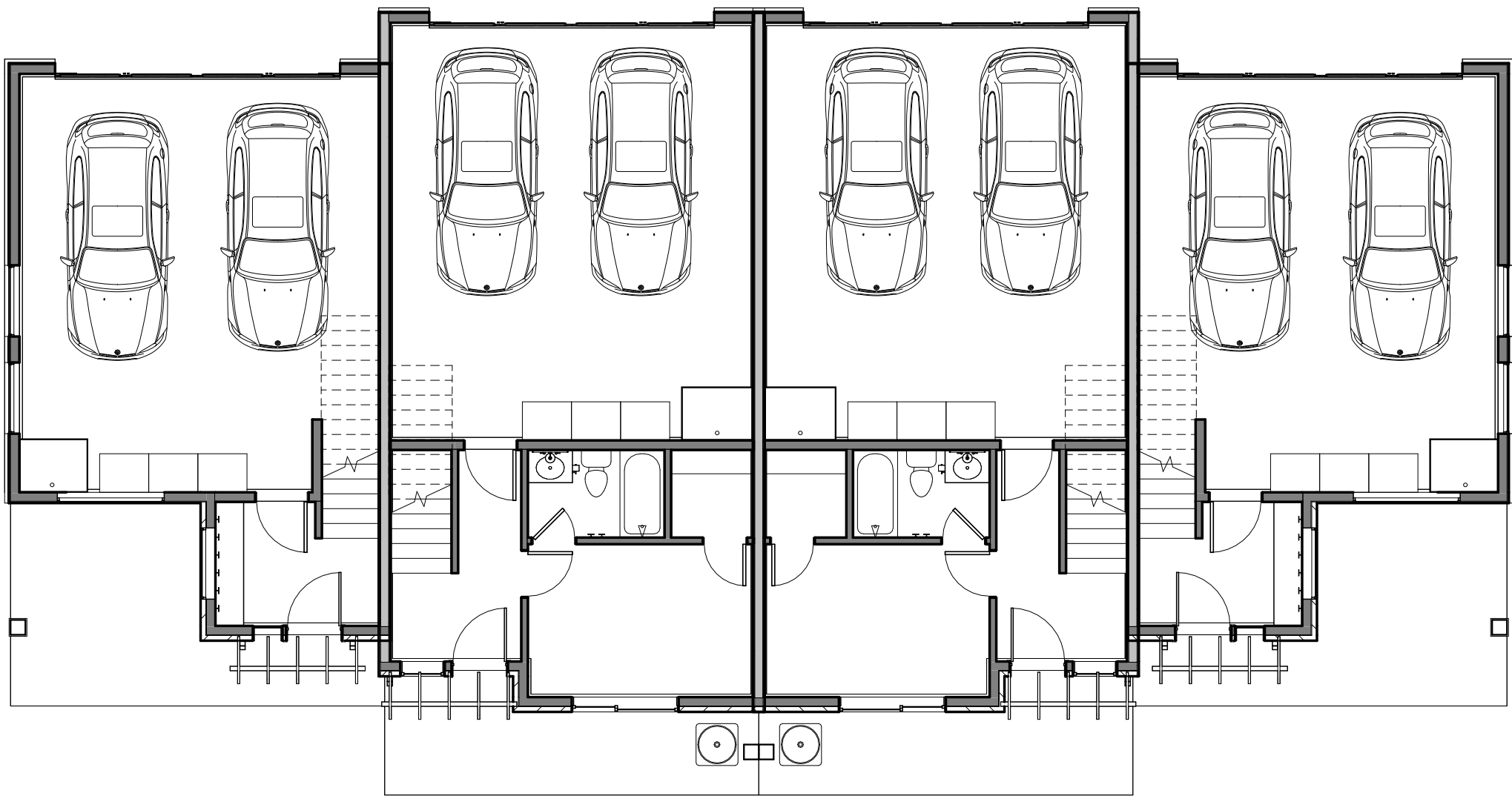
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96' - 9 3/32"

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1

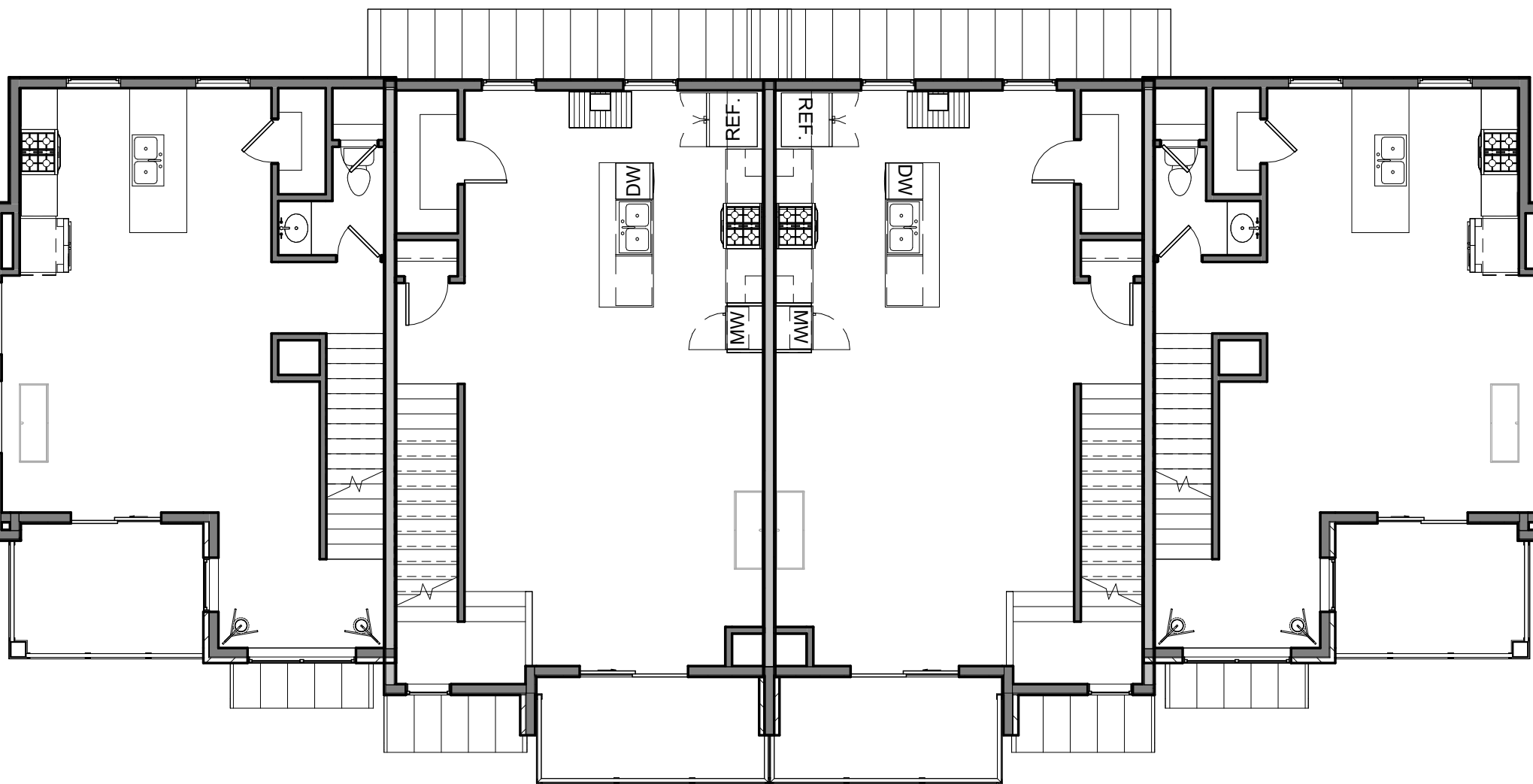
4 $1/8'' = 1'-0''$

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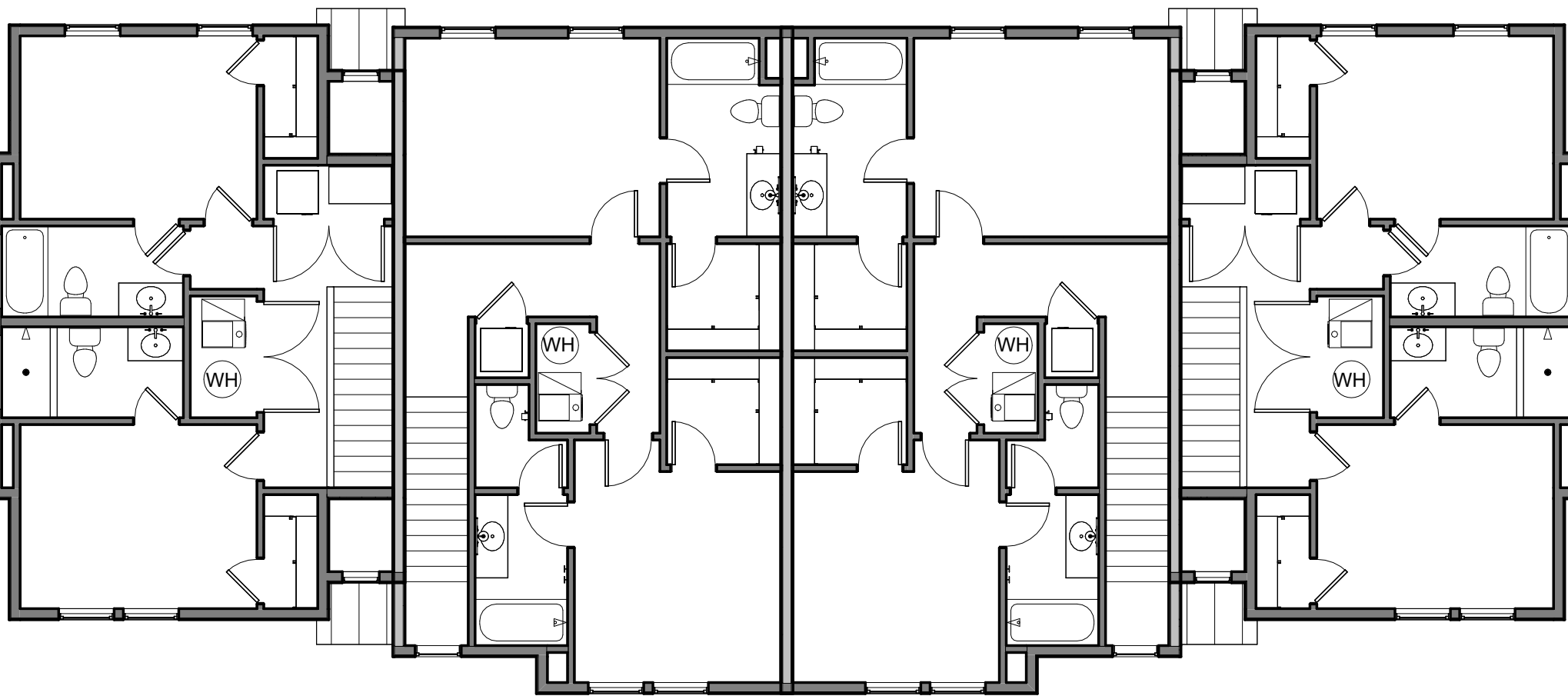
1 4-PLEX - LEVEL 1
1/8" = 1'-0"

C



2 4-PLEX - LEVEL 2
1/8" = 1'-0"

B



3 4-PLEX - LEVEL 3
1/8" = 1'-0"

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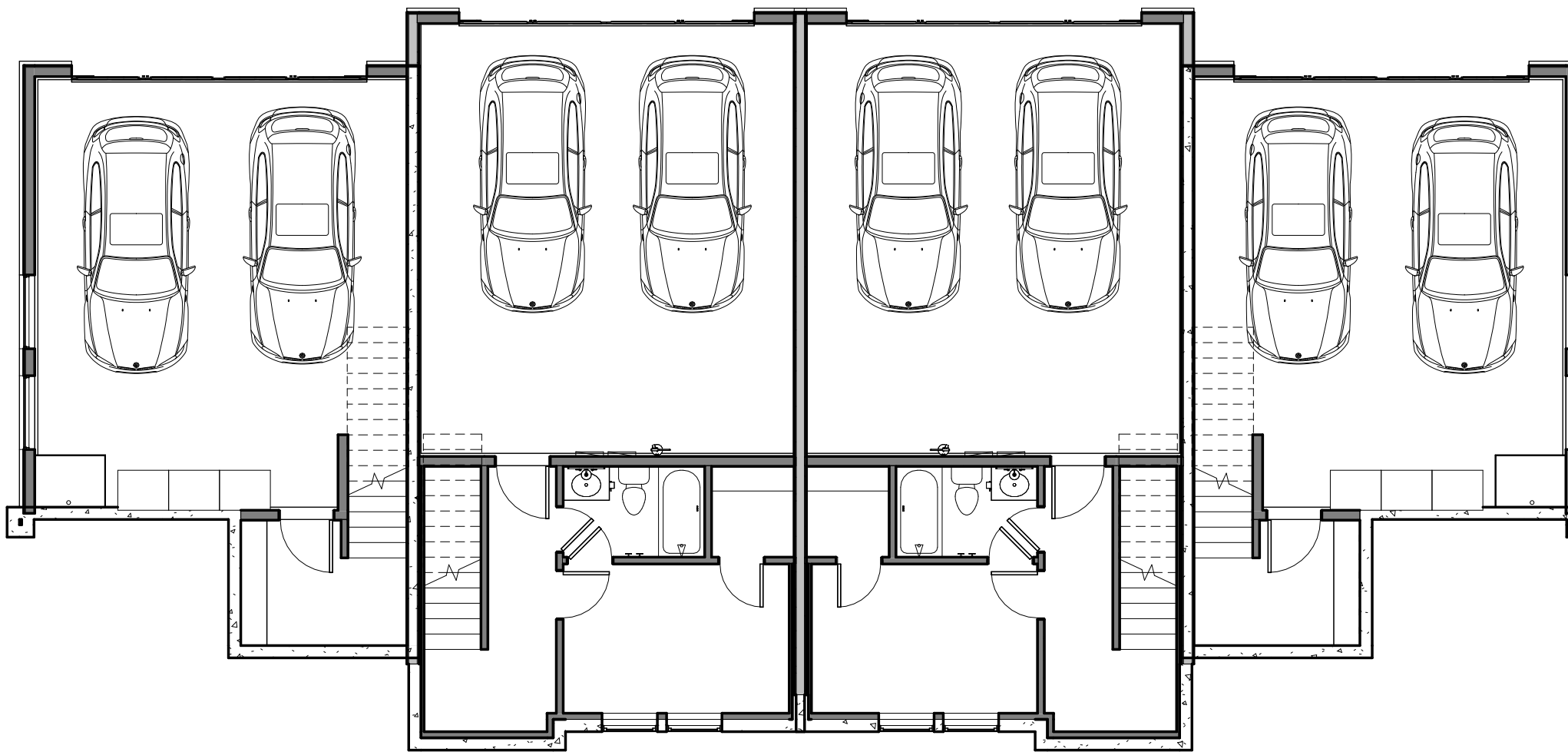
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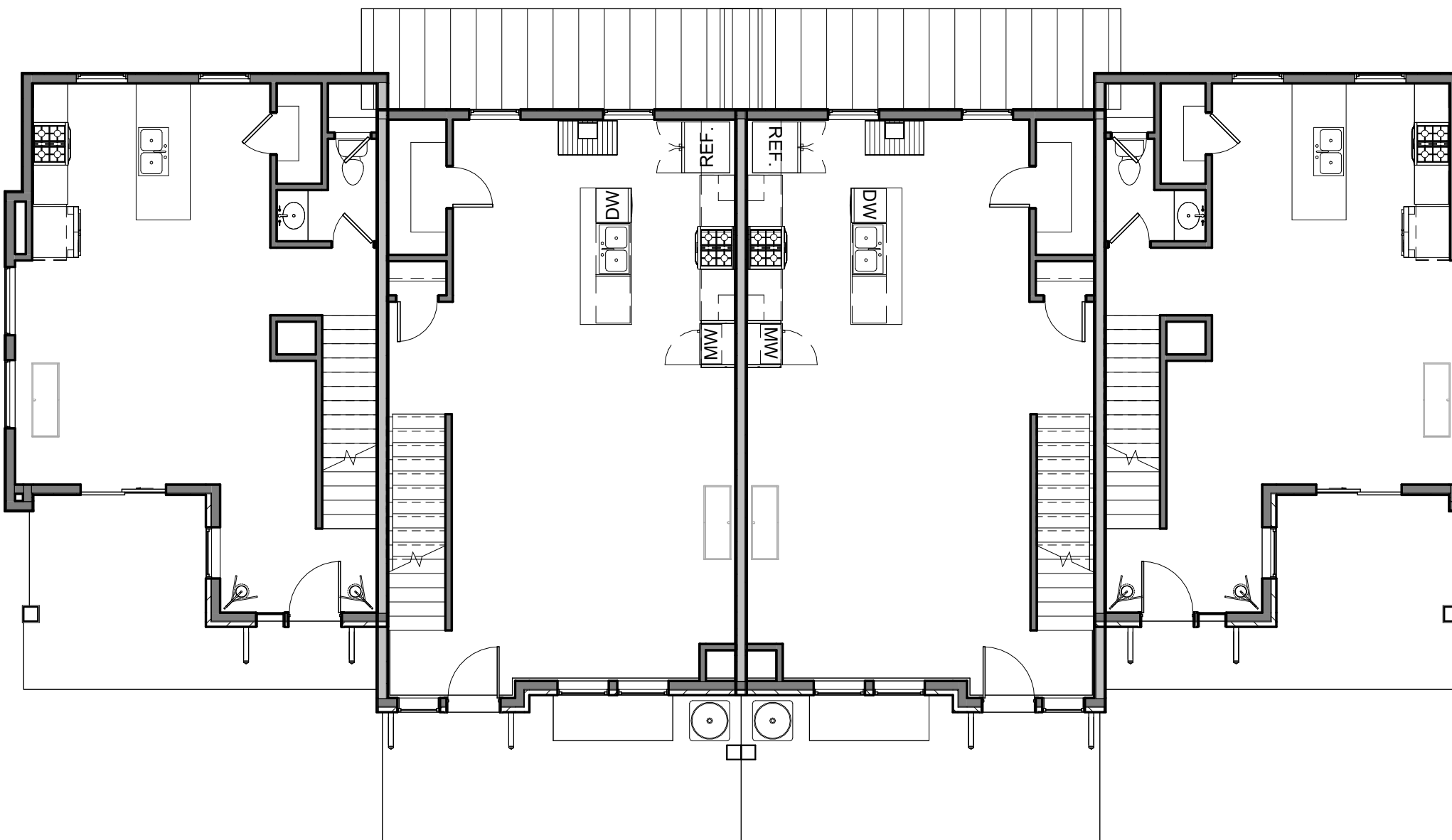
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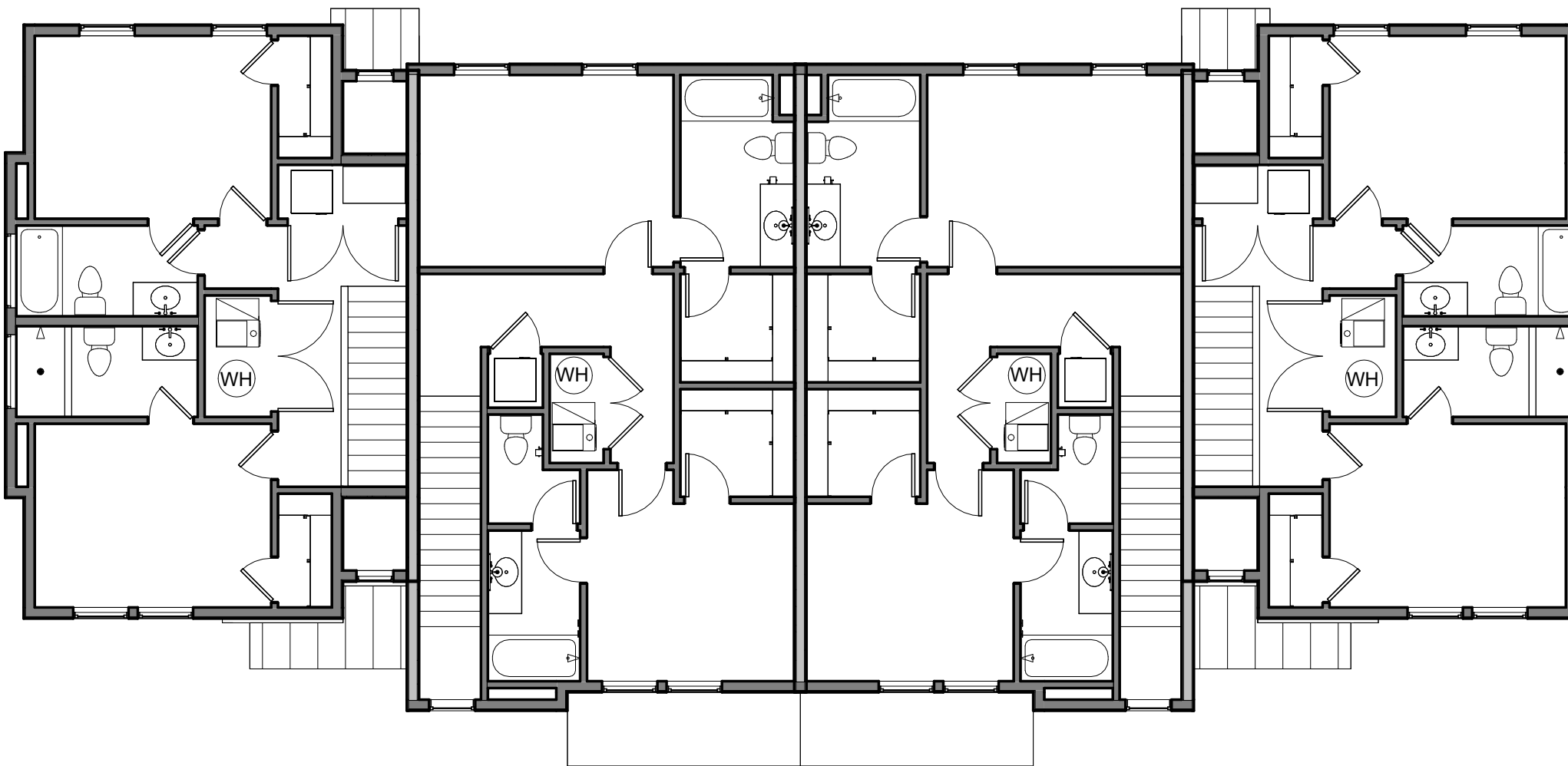
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4 4-PLEX MLE - LEVEL 1
1/8" = 1'-0"



5 4-PLEX MLE - LEVEL 2
1/8" = 1'-0"



6 4-PLEX MLE- LEVEL 3
1/8" = 1'-0"

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801.699.6685
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C

B

FINCH CREEK
4 PLEX

REVISIONS:

TITLE:
4-PLEX OVERALL
PLANS

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SCHEMATIC DESIGN

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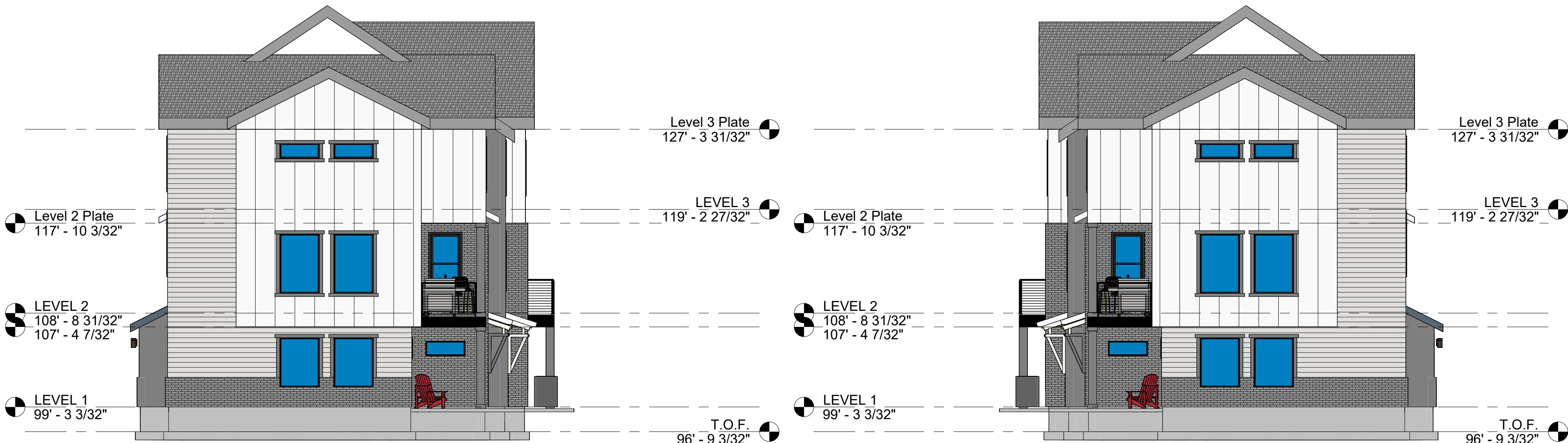
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1 4-PLEX FRONT - FARMHOUSE
1/8" = 1'-0"



2 4-PLEX LEFT - FARMHOUSE
1/8" = 1'-0"

3 4-PLEX RIGHT - FARMHOUSE
1/8" = 1'-0"



4 4-PLEX REAR - FARMHOUSE
1/8" = 1'-0"

HEBER CITY FARMHOUSE DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof form presents a gable facing the street.
- Front facade includes a one story porch integrated into the facade.
- Dormers used to add floor area, daylight, and architectural interest.
- Window composition reads as vertically proportioned, with balanced placement.
- Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
- Wall cladding uses horizontal lap siding and/or board and batten siding.

MASSING

- Overall massing reads simple and emphasizes vertical building elements.
- Front facing gable reads as the primary form. Side wings absent or secondary.
- Projecting bays and low sloping shed roof elements appear as supporting forms.
- Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

ROOF FORM, PITCH, AND OVERHANG

- Main roof pitch falls between 6:12 and 12:12.
- Secondary hip or shed roof pitches fall between 3:12 and 6:12.
- Roof overhangs fall between 6 inches and 12 inches.
- Main gable intersects with secondary roof forms where shown.
- Metal accent roofing appears only as accent sections.

WINDOWS AND DOORS

- Windows read as vertically proportioned single hung or double hung.
- Window grouping uses individual units or pairs.
- Bay windows, if used, read square or angled.
- Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
- Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
- Doors include glazed panes where shown and express restrained ornamentation.

PORCH AND ENTRY

- Front porch faces the street and stays one story.
- Corner lots use a wrap porch where applicable.
- Porch roof form reads forward facing shed or hip.
- Porch includes exposed wood and metal elements where detailed.
- Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
- Railings use turned balusters, square balusters, or steel.

DETAILS AND MATERIAL TRANSITIONS

- Detailing reads simplified and ornamentation restrained.
- Porch structure shows exposed structural elements where detailed.
- Exposed concrete foundation receives stone or brick cladding.
- Gutters read ogee or half round.
- Board and batten wainscot uses coarser spacing where shown.
- Rake moldings read square or more detailed profile.

MINIMUM REQUIRED ELEMENTS

- Covered porch provided. Columns show base, shaft, and capital.
- Windows orient vertically.
- Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
- Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
- Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
- Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
- Foundation finish reads veneered, textured, or colored where exposed to view.
- Exterior lighting uses shielded fixtures and directs light downward.

MULTIFAMILY ONLY REQUIREMENTS

- Each elevation includes ground floor stone or brick at 10 percent minimum.
See elevations for calculation breakdown.
- Each dwelling includes private outdoor space or balcony of at least 60 square feet.
- Building includes a covered front porch that addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 683 sf	Wall area = 683 sf
Masonry area = 306 sf = 44%	Masonry area = 69 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 294 sf	Wall area = 294 sf
Masonry area = 158 sf = 53%	Masonry area = 158 sf = 53%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 683 sf
Glazing area = 219 sf = 32%

FRONT MIDDLE LEVEL
Wall area = 784 sf
Glazing area = 254 sf = 32%

FRONT UPPER LEVEL
Wall area = 697 sf
Glazing area = 163 sf = 23%

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Element
design collective

470 NORTH 500 WEST
BOUNTIFUL, UT 84010

801.698.6685
JON@ELEMENT-DESIGN.CO

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FINCH CREEK
4 PLEX

REVISIONS:

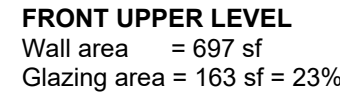
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**4-PLEX ELEVATIONS -
FARMHOUSE**

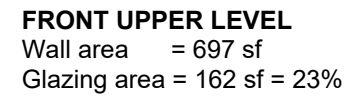
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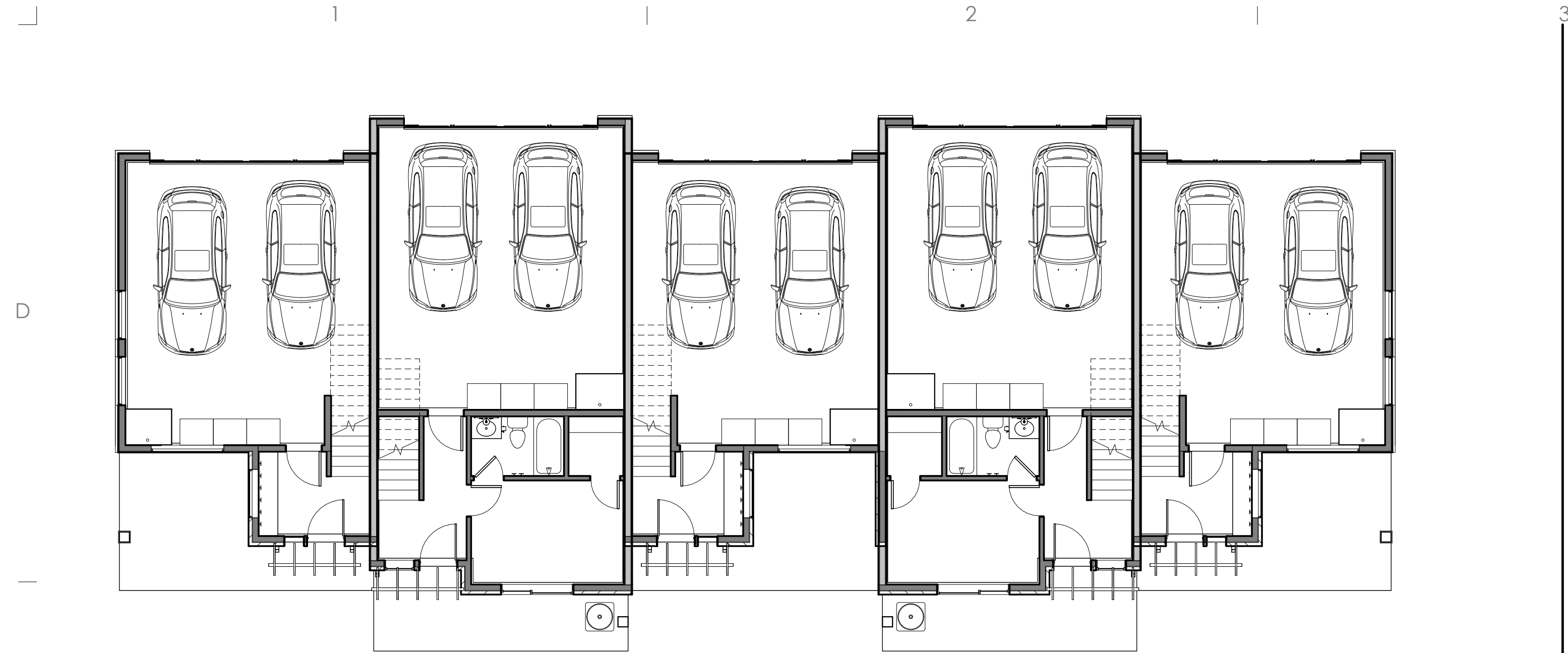
SCHEMATIC DESIGN

A201.1F

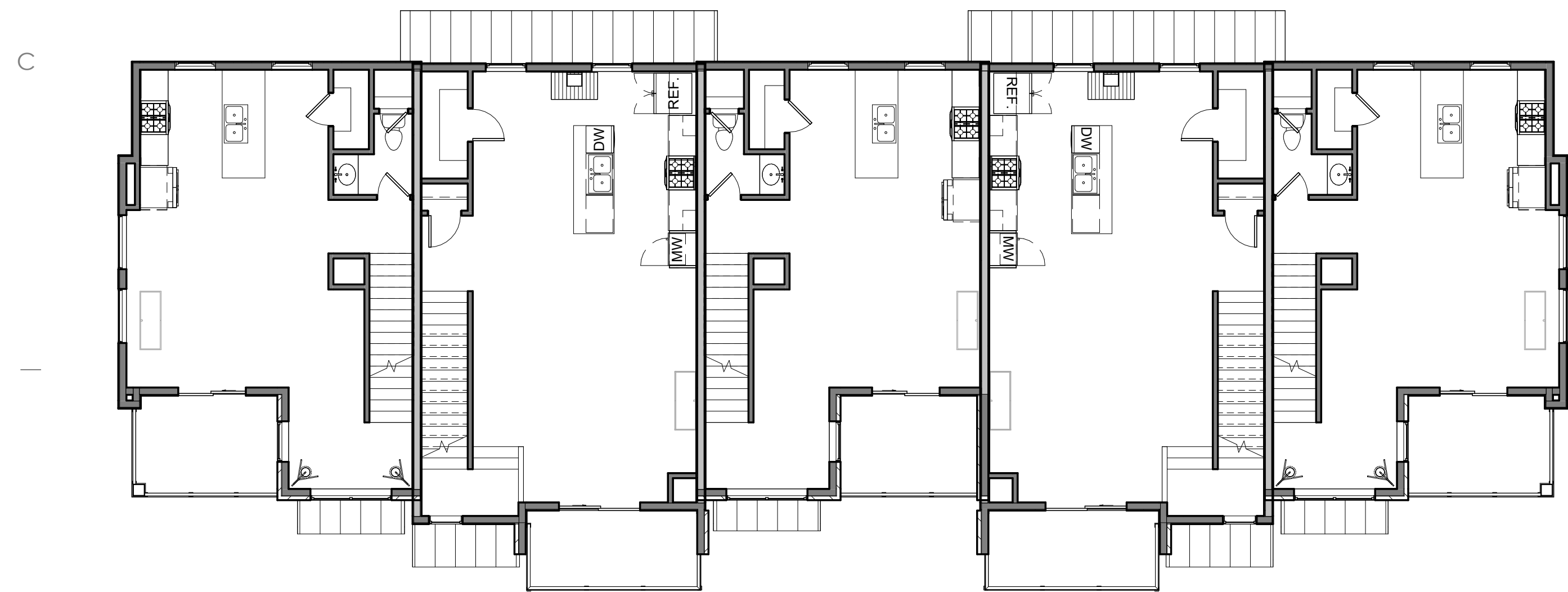


Page 169 of 2

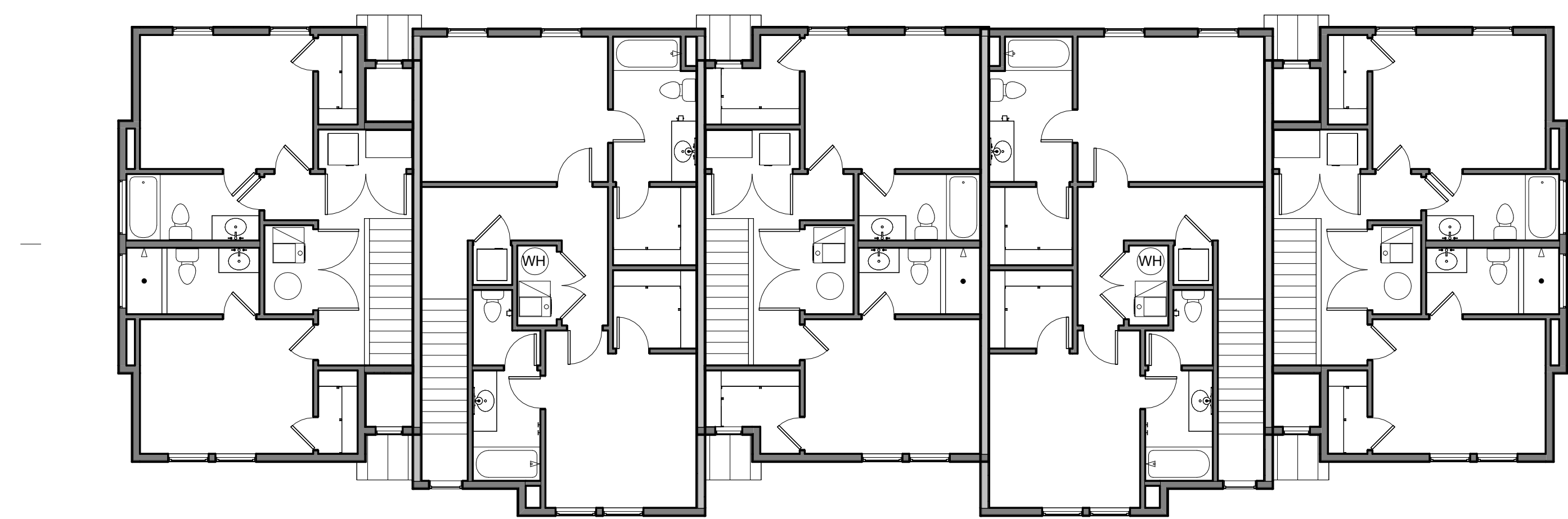

$$1/8'' = 1'-0''$$



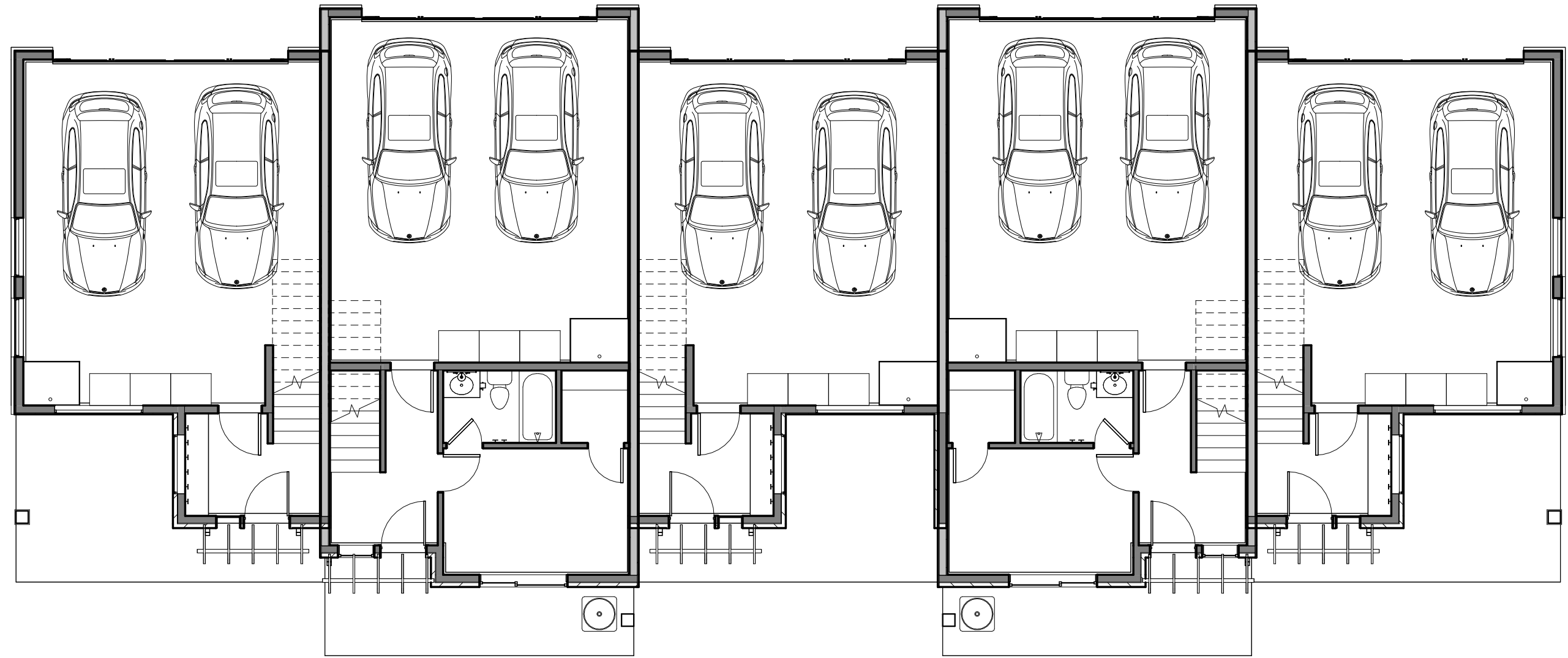
1 5-PLEX - LEVEL 1
1/8" = 1'-0"



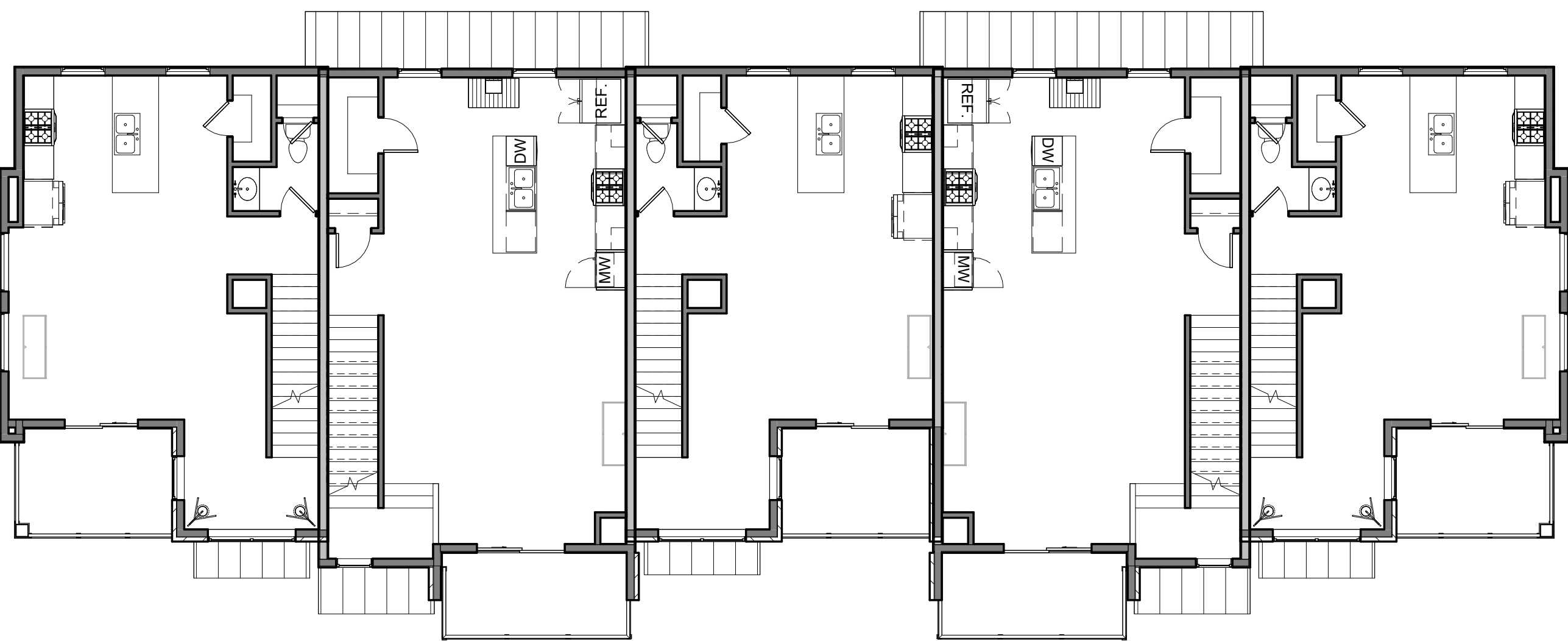
2 5-PLEX - LEVEL 2
1/8" = 1'-0"



3 5-PLEX - LEVEL 3
1/8" = 1'-0"



4 5-PLEX MLE - LEVEL 1
1/8" = 1'-0"



5 5-PLEX MLE - LEVEL 2
1/8" = 1'-0"



6 5-PLEX MLE - LEVEL 3
1/8" = 1'-0"

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BOUNTIFUL, UT 84010
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FINCH CREEK
5 PLEX

REVISIONS:

TITLE:

5-PLEX OVERALL
PLANS

1/30/2026 2:50:11 PM

SCHEMATIC DESIGN

A112

D

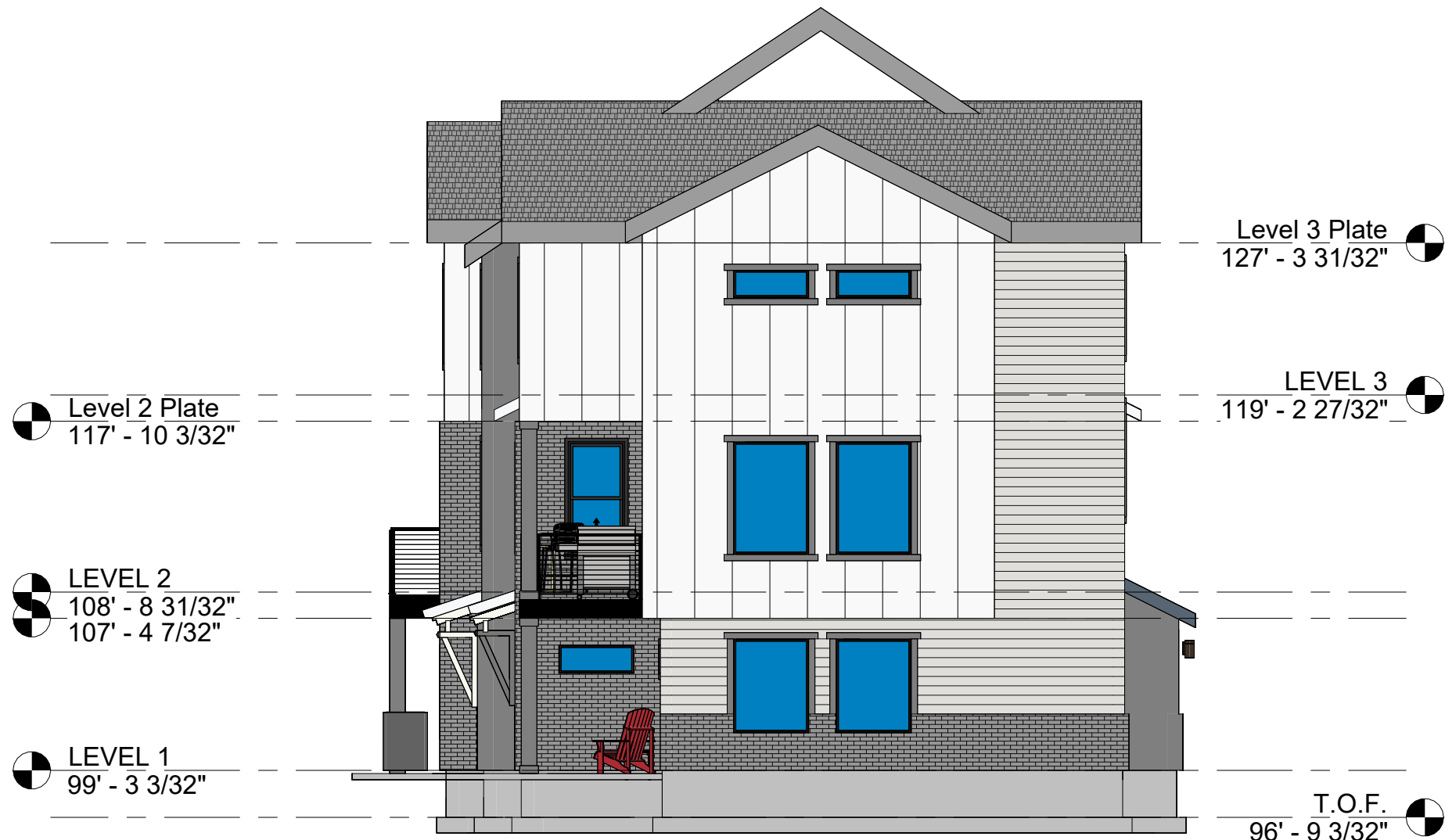


1 5-PLEX FRONT - FARMHOUSE
1/8" = 1'-0"

C



2 5-PLEX LEFT - FARMHOUSE
1/8" = 1'-0"



3 5-PLEX RIGHT - FARMHOUSE
1/8" = 1'-0"

B

A



4 5-PLEX REAR - FARMHOUSE
1/8" = 1'-0"

HEBER CITY FARMHOUSE DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof form presents a gable facing the street.
- Front facade includes a one story porch integrated into the facade.
- Dormers used to add floor area, daylight, and architectural interest.
- Window composition reads as vertically proportioned, with balanced placement.
- Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
- Wall cladding uses horizontal lap siding and/or board and batten siding.

MASSING

- Overall massing reads simple and emphasizes vertical building elements.
- Front facing gable reads as the primary form. Side wings absent or secondary.
- Projecting bays and low sloping shed roof elements appear as supporting forms.
- Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

ROOF FORM, PITCH, AND OVERHANG

- Main roof pitch falls between 6:12 and 12:12.
- Secondary hip or shed roof pitches fall between 3:12 and 6:12.
- Roof overhangs fall between 6 inches and 12 inches.
- Main gable intersects with secondary roof forms where shown.
- Metal accent roofing appears only as accent sections.

WINDOWS AND DOORS

- Windows read as vertically proportioned single hung or double hung.
- Window grouping uses individual units or pairs.
- Bay windows, if used, read square or angled.
- Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
- Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
- Doors include glazed panes where shown and express restrained ornamentation.

PORCH AND ENTRY

- Front porch faces the street and stays one story.
- Corner lots use a wrap porch where applicable.
- Porch roof form reads forward facing shed or hip.
- Porch includes exposed wood and metal elements where detailed.
- Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
- Railings use turned balusters, square balusters, or steel.

DETAILS AND MATERIAL TRANSITIONS

- Detailing reads simplified and ornamentation restrained.
- Porch structure shows exposed structural elements where detailed.
- Exposed concrete foundation receives stone or brick cladding.
- Gutters read ogee or half round.
- Board and batten wainscot uses coarser spacing where shown.
- Rake moldings read square or more detailed profile.

MINIMUM REQUIRED ELEMENTS

- Covered porch provided. Columns show base, shaft, and capital.
- Windows orient vertically.
- Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
- Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
- Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
- Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
- Foundation finish reads veneered, textured, or colored where exposed to view.
- Exterior lighting uses shielded fixtures and directs light downward.

MULTIFAMILY ONLY REQUIREMENTS

- Each elevation includes ground floor stone or brick at 10 percent minimum.
See elevations for calculation breakdown.
- Each dwelling includes private outdoor space or balcony of at least 60 square feet.
- Building includes a covered front porch that addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 856 sf	Wall area = 856 sf
Masonry area = 363 sf = 42%	Masonry area = 86 sf = 10%

LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 294 sf	Wall area = 294 sf
Masonry area = 158 sf = 53%	Masonry area = 158 sf = 53%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 856 sf
Glazing area = 256 sf = 29%

FRONT MIDDLE LEVEL
Wall area = 975 sf
Glazing area = 348 sf = 35%

FRONT UPPER LEVEL
Wall area = 866 sf
Glazing area = 198 sf = 22%

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Element
design collective

470 NORTH 500 WEST
BOUNTIFUL, UT 84010

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FINCH CREEK
5 PLEX

REVISIONS:

TITLE:

5-PLEX ELEVATIONS -
FARMHOUSE

1/30/2026 2:50:43 PM

SCHEMATIC DESIGN

A202.1F

HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof reads pitched or flat and supports heavy snow loads.
- Main roof pitch extends over deck and patio areas for weather protection.
- Roof planes occur over the entry patio or courtyard at the front facade.
- Front facade features dominant expanses of glazing.
- Wide roof overhangs provide protection from solar exposure.
- Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
- Wall materials include stone or natural wood siding.

MASSING

- Massing uses simple geometric forms.
- Overall massing reads simple and emphasizes horizontal building elements.
- Pitched roofs appear as a common massing feature.
- Building height aligns with one or two stories.
- Main level floor to ceiling height falls within 10 to 14 feet.

-Main level floor to ceiling height falls under 10 feet to comply with aerial access standards and overall building height standards.

ROOF FORM AND OVERHANGS

- Single pitched roofs dominate.
- Stone chimney penetrations appear as oversized massing elements where provided.
- Roof overhangs extend roof coverage to patios and decks.

WINDOWS AND DOORS

- Large expanses of floor to ceiling glass provided.
- Sliding doors extend interior space to decks and patios.
- Windows and doors read untrimmed and integrate glazing into the exterior wall plane.

PORCH AND ENTRY

- Entry decks face the street or turn to the side. One or two stories acceptable.
- Walled entry courtyards provided where shown.
- Entry expression includes exposed wood, stone, and metal siding elements.
- Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.

DETAILS

- Detailing reads simplified and ornamentation restrained.
- Exposed structural elements provided.
- Gutters integrate into roof structure and read hidden.
- Downspouts read as rain chains and route runoff to a ground level water feature where shown.
- Detailing references rustic or craftsman elements consistent with the local area.

MINIMUM REQUIRED ELEMENTS

- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
- Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
- Timber beams or braces provided under gables.
- Stone on front facade meets 20 percent minimum.
See elevations for calculation breakdown.
- Lap siding or board and batten siding on all four sides. Vinyl excluded.
- Wide eave overhangs provided. Minimum 16 inches.
- Garage door recessed a minimum 2 feet from the front facade.
- Garage door reads decorative and includes small pane windows.
- Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
- Foundations receive veneered or textured or colored finish where exposed to view.
- Decorative wood or wood look garage doors provided and recessed from the front plane.

MULTIFAMILY REQUIREMENTS

- Stone or brick at ground floor meets 20 percent minimum on each street facing elevation.
See elevations for calculation breakdown.
- Private outdoor space or balcony provided. Minimum 60 square feet.
- Covered front porch addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 856 sf	Wall area = 856 sf
Masonry area = 434 sf = 50%	Masonry area = 86 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 295 sf	Wall area = 295 sf
Masonry area = 129 sf = 43%	Masonry area = 129 sf = 43%

FRONT FACADE

Wall area = 3043 sf
Masonry area = 706 sf = 23%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 856 sf
Glazing area = 256 sf = 29%

FRONT MIDDLE LEVEL
Wall area = 975 sf
Glazing area = 348 sf = 35%

FRONT UPPER LEVEL
Wall area = 866 sf
Glazing area = 198 sf = 22%

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design collective

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BOUNTIFUL, UT 84010

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FINCH CREEK
5 PLEX

REVISIONS:

TITLE:

5-PLEX ELEVATIONS -
MOUNTAIN MODERN

1/30/2026 2:51:10 PM

SCHEMATIC DESIGN

A202.1M

D



1 5-PLEX MLE FRONT - FARMHOUSE

1/8" = 1'-0"

C



2 5-PLEX MLE LEFT - FARMHOUSE

1/8" = 1'-0"

B



3 5-PLEX MLE RIGHT - FARMHOUSE

1/8" = 1'-0"

A



4 5-PLEX MLE REAR - FARMHOUSE

1/8" = 1'-0"

HEBER CITY FARMHOUSE DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof form presents a gable facing the street.
- Front facade includes a one story porch integrated into the facade.
- Dormers used to add floor area, daylight, and architectural interest.
- Window composition reads as vertically proportioned, with balanced placement.
- Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
- Wall cladding uses horizontal lap siding and/or board and batten siding.

MASSING

- Overall massing reads simple and emphasizes vertical building elements.
- Front facing gable reads as the primary form. Side wings absent or secondary.
- Projecting bays and low sloping shed roof elements appear as supporting forms.
- Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

ROOF FORM, PITCH, AND OVERHANG

- Main roof pitch falls between 6:12 and 12:12.
- Secondary hip or shed roof pitches fall between 3:12 and 6:12.
- Roof overhangs fall between 6 inches and 12 inches.
- Main gable intersects with secondary roof forms where shown.
- Metal accent roofing appears only as accent sections.

WINDOWS AND DOORS

- Windows read as vertically proportioned single hung or double hung.
- Window grouping uses individual units or pairs.
- Bay windows, if used, read square or angled.
- Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
- Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
- Doors include glazed panes where shown and express restrained ornamentation.

PORCH AND ENTRY

- Front porch faces the street and stays one story.
- Corner lots use a wrap porch where applicable.
- Porch roof form reads forward facing shed or hip.
- Porch includes exposed wood and metal elements where detailed.
- Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
- Railings use turned balusters, square balusters, or steel.

DETAILS AND MATERIAL TRANSITIONS

- Detailing reads simplified and ornamentation restrained.
- Porch structure shows exposed structural elements where detailed.
- Exposed concrete foundation receives stone or brick cladding.
- Gutters read ogee or half round.
- Board and batten wainscot uses coarser spacing where shown.
- Rake moldings read square or more detailed profile.

MINIMUM REQUIRED ELEMENTS

- Covered porch provided. Columns show base, shaft, and capital.
- Windows orient vertically.
- Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
- Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
- Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
- Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
- Foundation finish reads veneered, textured, or colored where exposed to view.
- Exterior lighting uses shielded fixtures and directs light downward.

MULTIFAMILY ONLY REQUIREMENTS

- Each elevation includes ground floor stone or brick at 10 percent minimum.
See elevations for calculation breakdown.
- Each dwelling includes private outdoor space or balcony of at least 60 square feet.
- Building includes a covered front porch that addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 974 sf	Wall area = 511 sf
Masonry area = 395 sf = 40%	Masonry area = 87 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 294 sf	Wall area = 294 sf
Masonry area = 158 sf = 53%	Masonry area = 158 sf = 53%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 974 sf
Glazing area = 390 sf = 40%

FRONT UPPER LEVEL
Wall area = 866 sf
Glazing area = 200 sf = 23%

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470 NORTH 500 WEST
BOUNTIFUL, UT 84010

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JON@ELEMENT-DESIGN.CO

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FINCH CREEK
5 PLEX

REVISIONS:

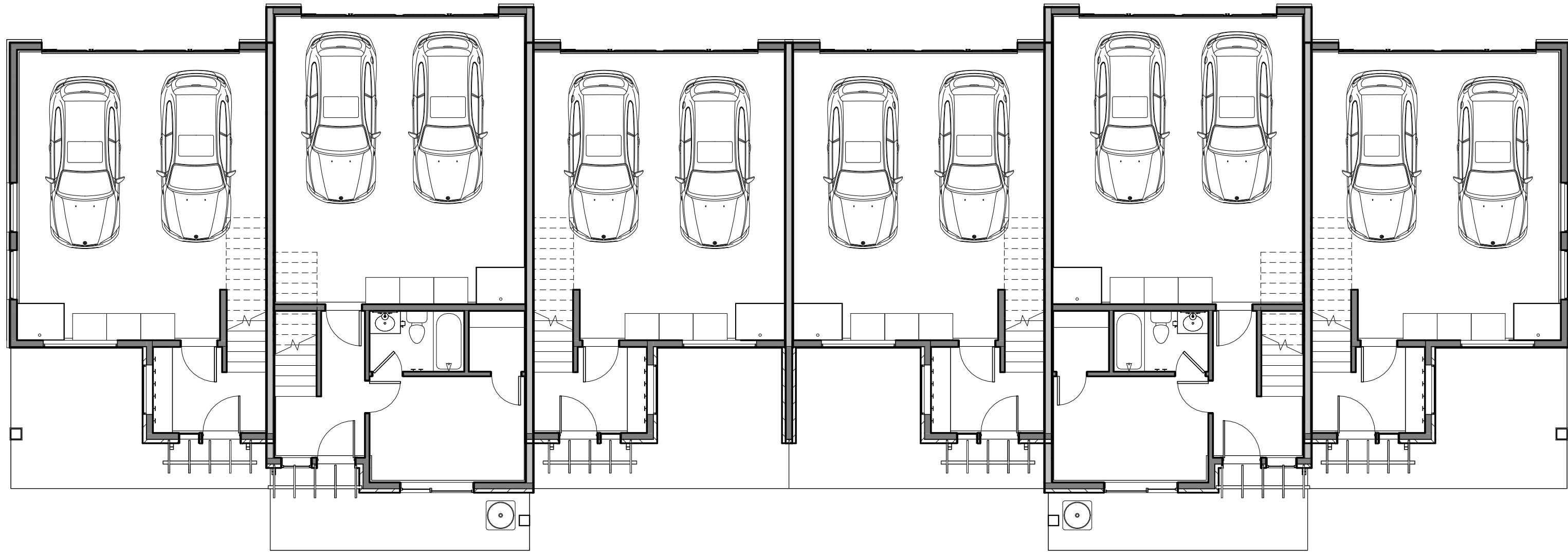
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5-PLEX ELEVATIONS
MLE - FARMHOUSE

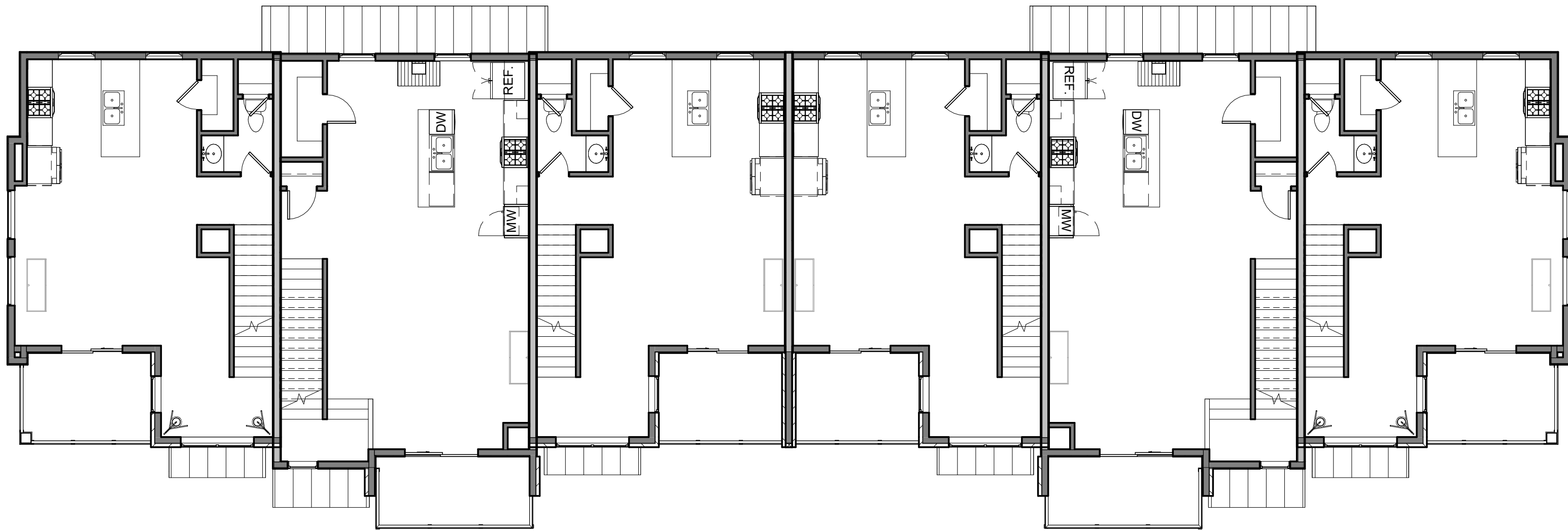
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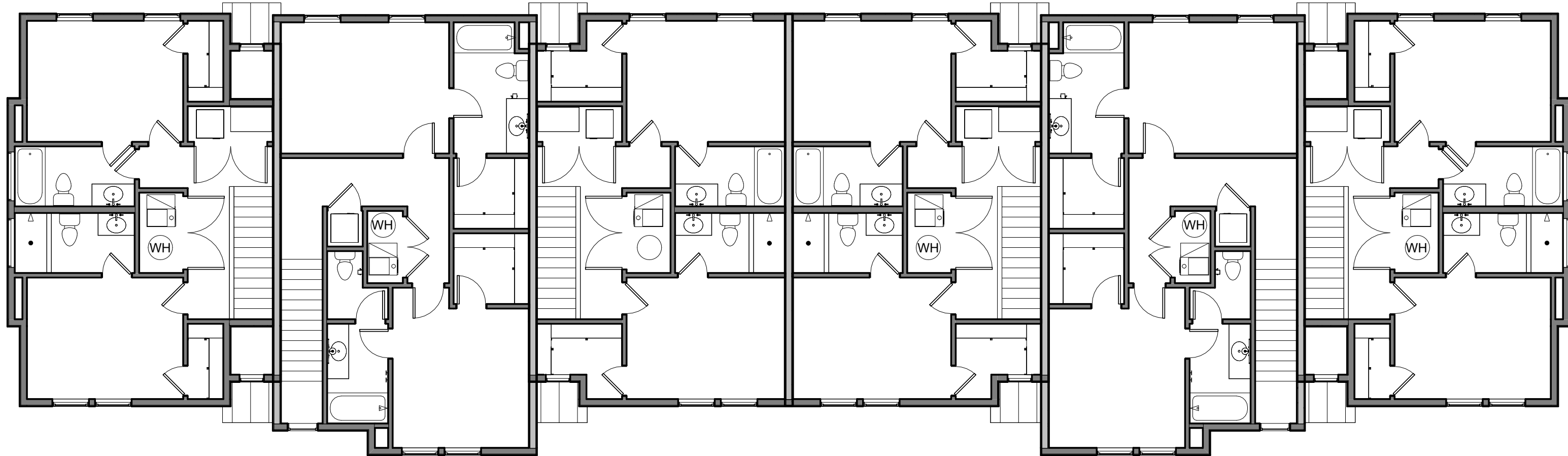
A202.2F



1 6-PLEX - LEVEL 1
1/8" = 1'-0"



2 6-PLEX - LEVEL 2
1/8" = 1'-0"



3 6-PLEX - LEVEL 3
1/8" = 1'-0"

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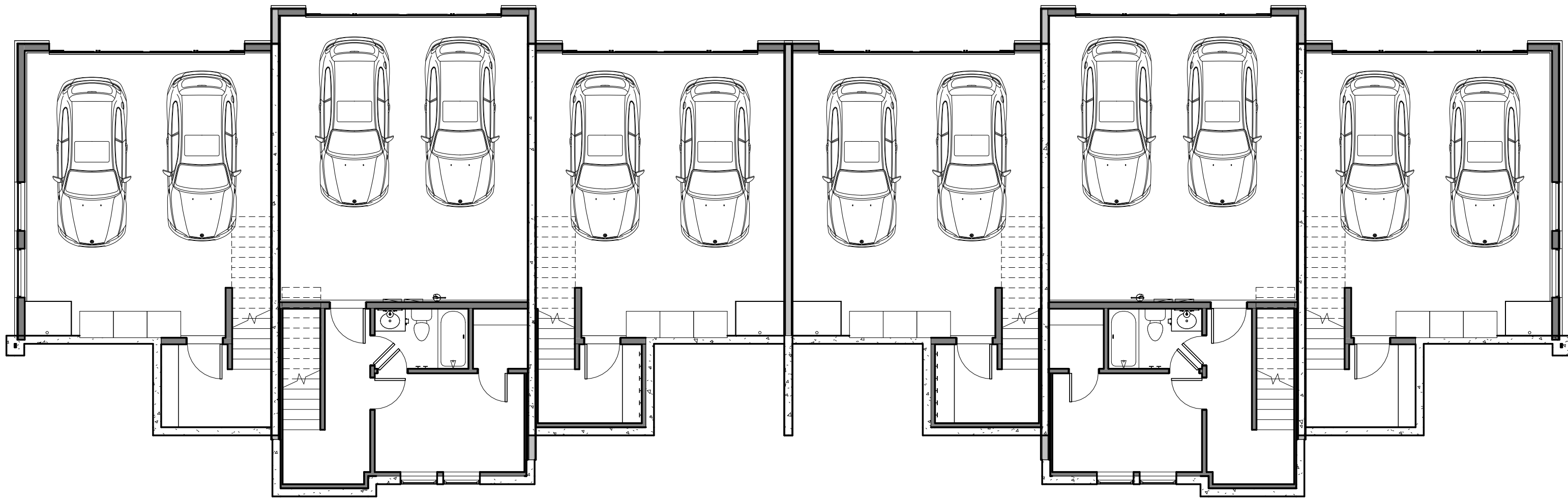
FINCH CREEK
6 PLEX

REVISIONS:

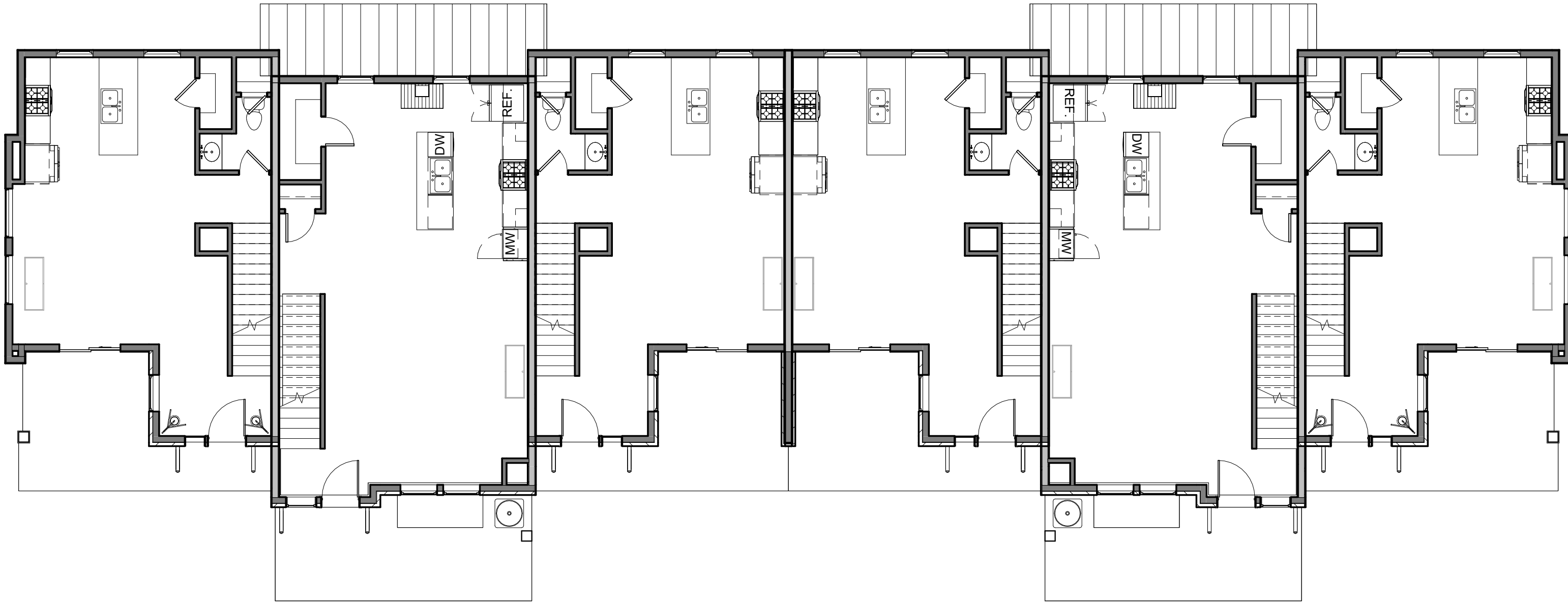
TITLE:
6-PLEX OVERALL
PLANS

1/30/2026 2:52:01 PM
SCHEMATIC DESIGN

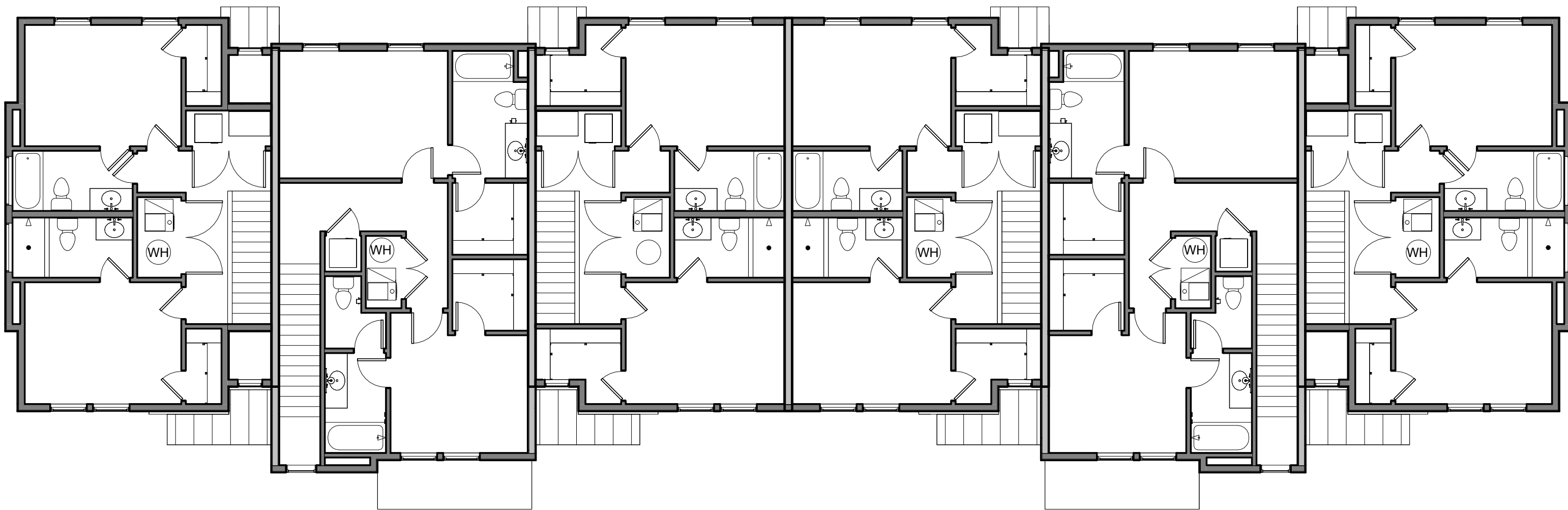
A113



1 6-PLEX MLE - LEVEL 1
1/8" = 1'-0"



2 6-PLEX MLE - LEVEL 2
1/8" = 1'-0"



3 6-PLEX MLE - LEVEL 3
1/8" = 1'-0"

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FINCH CREEK
6 PLEX

REVISIONS:

TITLE:
6-PLEX MLE OVERALL
PLANS

1/30/2026 2:52:05 PM
SCHEMATIC DESIGN

A113.1

HEBER CITY FARMHOUSE DESIGN STANDARDS

- STYLE AND FACADE COMPOSITION**
- Primary roof form presents a gable facing the street.
 - Front facade includes a one story porch integrated into the facade.
 - Dormers used to add floor area, daylight, and architectural interest.
 - Window composition reads as vertically proportioned, with balanced placement.
 - Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
 - Wall cladding uses horizontal lap siding and/or board and batten siding.

- MASSING**
- Overall massing reads simple and emphasizes vertical building elements.
 - Front facing gable reads as the primary form. Side wings absent or secondary.
 - Projecting bays and low sloping shed roof elements appear as supporting forms.
 - Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

- ROOF FORM, PITCH, AND OVERHANG**
- Main roof pitch falls between 6:12 and 12:12.
 - Secondary hip or shed roof pitches fall between 3:12 and 6:12.
 - Roof overhangs fall between 6 inches and 12 inches.
 - Main gable intersects with secondary roof forms where shown.
 - Metal accent roofing appears only as accent sections.

- WINDOWS AND DOORS**
- Windows read as vertically proportioned single hung or double hung.
 - Window grouping uses individual units or pairs.
 - Bay windows, if used, read square or angled.
 - Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
 - Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
 - Doors include glazed panes where shown and express restrained ornamentation.

- PORCH AND ENTRY**
- Front porch faces the street and stays one story.
 - Corner lots use a wrap porch where applicable.
 - Porch roof form reads forward facing shed or hip.
 - Porch includes exposed wood and metal elements where detailed.
 - Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
 - Railings use turned balusters, square balusters, or steel.

- DETAILS AND MATERIAL TRANSITIONS**
- Detailing reads simplified and ornamentation restrained.
 - Porch structure shows exposed structural elements where detailed.
 - Exposed concrete foundation receives stone or brick cladding.
 - Gutters read ogee or half round.
 - Board and batten wainscot uses coarser spacing where shown.
 - Rake moldings read square or more detailed profile.

- MINIMUM REQUIRED ELEMENTS**
- Covered porch provided. Columns show base, shaft, and capital.
 - Windows orient vertically.
 - Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
 - Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
 - Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
 - Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
 - Foundation finish reads veneered, textured, or colored where exposed to view.
 - Exterior lighting uses shielded fixtures and directs light downward.

- MULTIFAMILY ONLY REQUIREMENTS**
- Each elevation includes ground floor stone or brick at 10 percent minimum.
See elevations for calculation breakdown.
 - Each dwelling includes private outdoor space or balcony of at least 60 square feet.
 - Building includes a covered front porch that addresses the street or a common area.

- COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS**
- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 1023 sf	Wall area = 1024 sf
Masonry area = 416 sf = 40%	Masonry area = 103 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 294 sf	Wall area = 294 sf
Masonry area = 158 sf = 53%	Masonry area = 158 sf = 53%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 1023 sf
Glazing area = 300 sf = 29%
FRONT MIDDLE LEVEL
Wall area = 1165 sf
Glazing area = 424 sf = 36%
FRONT UPPER LEVEL
Wall area = 1037 sf
Glazing area = 235 sf = 22%

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BOUNTIFUL, UT 84010
801.698.6685
JON@ELEMENT-DESIGN.CO

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1 6-PLEX FRONT - FARMHOUSE

1/8" = 1'-0"

3 6-PLEX RIGHT - FARMHOUSE

1/8" = 1'-0"

2 6-PLEX LEFT - FARMHOUSE

1/8" = 1'-0"

4 6-PLEX REAR - FARMHOUSE

1/8" = 1'-0"

FINCH CREEK
6 PLEX

REVISIONS:

TITLE:
6-PLEX ELEVATIONS -
FARMHOUSE

1/30/2026 2:52:35 PM

SCHEMATIC DESIGN

A203.1F

HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof reads pitched or flat and supports heavy snow loads.
- Main roof pitch extends over deck and patio areas for weather protection.
- Roof planes occur over the entry patio or courtyard at the front facade.
- Front facade features dominant expanses of glazing.
- Wide roof overhangs provide protection from solar exposure.
- Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
- Wall materials include stone or natural wood siding.

MASSING

- Massing uses simple geometric forms.
- Overall massing reads simple and emphasizes horizontal building elements.
- Pitched roofs appear as a common massing feature.
- Building height aligns with one or two stories.
- Main level floor to ceiling height falls within 10 to 14 feet.
- Main level floor to ceiling height falls under 10 feet to comply with aerial access standards and overall building height standards.

ROOF FORM AND OVERHANGS

- Single pitched roofs dominate.
- Stone chimney penetrations appear as oversized massing elements where provided.
- Roof overhangs extend roof coverage to patios and decks.

WINDOWS AND DOORS

- Large expanses of floor to ceiling glass provided.
- Sliding doors extend interior space to decks and patios.
- Windows and doors read untrimmed and integrate glazing into the exterior wall plane.

PORCH AND ENTRY

- Entry decks face the street or turn to the side. One or two stories acceptable.
- Walled entry courtyards provided where shown.
- Entry expression includes exposed wood, stone, and metal siding elements.
- Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.

DETAILS

- Detailing reads simplified and ornamentation restrained.
- Exposed structural elements provided.
- Gutters integrate into roof structure and read hidden.
- Downspouts read as rain chains and route runoff to a ground level water feature where shown.
- Detailing references rustic or craftsman elements consistent with the local area.

MINIMUM REQUIRED ELEMENTS

- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
- Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
- Timber beams or braces provided under gables.
- Stone on front facade meets 20 percent minimum.
- See elevations for calculation breakdown.
- Lap siding or board and batten siding on all four sides. Vinyl excluded.
- Wide eave overhangs provided. Minimum 16 inches.
- Garage door recessed a minimum 2 feet from the front facade.
- Garage door reads decorative and includes small pane windows.
- Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
- Foundations receive veneered or textured or colored finish where exposed to view.
- Decorative wood or wood look garage doors provided and recessed from the front plane.

MULTIFAMILY REQUIREMENTS

- Stone or brick at ground floor meets 20 percent minimum on each street facing elevation.
- See elevations for calculation breakdown.
- Private outdoor space or balcony provided. Minimum 60 square feet.
- Covered front porch addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
- See elevations for calculation breakdown.

MASONRY REQUIREMENTS

F FRONT MAIN LEVEL	R REAR MAIN LEVEL
VWall area = 512 sf	VWall area = 512 sf
M Masonry area = 233 sf = 45%	M Masonry area = 52 sf = 10%
L LEFT MAIN LEVEL	R RIGHT MAIN LEVEL
VWall area = 295 sf	VWall area = 295 sf
M Masonry area = 129 sf = 43%	M Masonry area = 129 sf = 43%

FRONT FACADE

VWall area = 1160 sf
M Masonry area = 233 sf = 20%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 1023 sf
Glazing area = 300 sf = 29%

FRONT MIDDLE LEVEL
Wall area = 1165 sf
Glazing area = 424 sf = 36%

FRONT UPPER LEVEL
Wall area = 1037 sf
Glazing area = 235 sf = 22%

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design collective

470 NORTH 500 WEST
BOUNTIFUL, UT 84010

801.699.6685
JON@ELEMENT-DESIGN.CO

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1 6-PLEX FRONT - MOUNTAIN

1/8" = 1'-0"



2 6-PLEX LEFT - MOUNTAIN

1/8" = 1'-0"



3 6-PLEX RIGHT - MOUNTAIN

1/8" = 1'-0"



4 6-PLEX REAR - MOUNTAIN

1/8" = 1'-0"

FINCH CREEK
6 PLEX

REVISIONS:

TITLE:

6-PLEX ELEVATIONS -
MOUNTAIN MODERN

1/30/2026 2:53:06 PM

SCHEMATIC DESIGN

A203.1M

D



1

6-PLEX MLE FRONT - FARMHOUSE

1/8" = 1'-0"

C



2

6-PLEX MLE LEFT - FARMHOUSE

1/8" = 1'-0"

B



3

6-PLEX MLE RIGHT - FARMHOUSE

1/8" = 1'-0"

A



4

6-PLEX MLE REAR - FARMHOUSE

1/8" = 1'-0"

HEBER CITY FARMHOUSE DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof form presents a gable facing the street.
- Front facade includes a one story porch integrated into the facade.
- Dormers used to add floor area, daylight, and architectural interest.
- Window composition reads as vertically proportioned, with balanced placement.
- Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
- Wall cladding uses horizontal lap siding and/or board and batten siding.

MASSING

- Overall massing reads simple and emphasizes vertical building elements.
- Front facing gable reads as the primary form. Side wings absent or secondary.
- Projecting bays and low sloping shed roof elements appear as supporting forms.
- Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

ROOF FORM, PITCH, AND OVERHANG

- Main roof pitch falls between 6:12 and 12:12.
- Secondary hip or shed roof pitches fall between 3:12 and 6:12.
- Roof overhangs fall between 6 inches and 12 inches.
- Main gable intersects with secondary roof forms where shown.
- Metal accent roofing appears only as accent sections.

WINDOWS AND DOORS

- Windows read as vertically proportioned single hung or double hung.
- Window grouping uses individual units or pairs.
- Bay windows, if used, read square or angled.
- Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
- Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
- Doors include glazed panes where shown and express restrained ornamentation.

PORCH AND ENTRY

- Front porch faces the street and stays one story.
- Corner lots use a wrap porch where applicable.
- Porch roof form reads forward facing shed or hip.
- Porch includes exposed wood and metal elements where detailed.
- Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
- Railings use turned balusters, square balusters, or steel.

DETAILS AND MATERIAL TRANSITIONS

- Detailing reads simplified and ornamentation restrained.
- Porch structure shows exposed structural elements where detailed.
- Exposed concrete foundation receives stone or brick cladding.
- Gutters read ogee or half round.
- Board and batten wainscot uses coarser spacing where shown.
- Rake moldings read square or more detailed profile.

MINIMUM REQUIRED ELEMENTS

- Covered porch provided. Columns show base, shaft, and capital.
- Windows orient vertically.
- Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
- Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
- Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
- Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
- Foundation finish reads veneered, textured, or colored where exposed to view.
- Exterior lighting uses shielded fixtures and directs light downward.

MULTIFAMILY ONLY REQUIREMENTS

- Each elevation includes ground floor stone or brick at 10 percent minimum.
See elevations for calculation breakdown.
- Each dwelling includes private outdoor space or balcony of at least 60 square feet.
- Building includes a covered front porch that addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
See elevations for calculation breakdown.

MASONRY REQUIREMENTS

FRONT MAIN LEVEL	REAR MAIN LEVEL
Wall area = 1344 sf	Wall area = 1022 sf
Masonry area = 766 sf = 56%	Masonry area = 103 sf = 10%
LEFT MAIN LEVEL	RIGHT MAIN LEVEL
Wall area = 294 sf	Wall area = 294 sf
Masonry area = 158 sf = 53%	Masonry area = 158 sf = 53%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 1344 sf
Glazing area = 491 sf = 36%

FRONT UPPER LEVEL
Wall area = 1037 sf
Glazing area = 233 sf = 22%

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BOUNTIFUL, UT 84010

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FINCH CREEK
6 PLEX

REVISIONS:

TITLE:

6-PLEX ELEVATIONS
MLE - FARMHOUSE

1/30/2026 2:53:32 PM

SCHEMATIC DESIGN

A203.2F

HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

- Primary roof reads pitched or flat and supports heavy snow loads.
- Main roof pitch extends over deck and patio areas for weather protection.
- Roof planes occur over the entry patio or courtyard at the front facade.
- Front facade features dominant expanses of glazing.
- Wide roof overhangs provide protection from solar exposure.
- Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
- Wall materials include stone or natural wood siding.

MASSING

- Massing uses simple geometric forms.
- Overall massing reads simple and emphasizes horizontal building elements.
- Pitched roofs appear as a common massing feature.
- Building height aligns with one or two stories.
- Main level floor to ceiling height falls within 10 to 14 feet.
- *Main level floor to ceiling height falls under 10 feet to comply with aerial access standards and overall building height standards.*

ROOF FORM AND OVERHANGS

- Single pitched roofs dominate.
- Stone chimney penetrations appear as oversized massing elements where provided.
- Roof overhangs extend roof coverage to patios and decks.

WINDOWS AND DOORS

- Large expanses of floor to ceiling glass provided.
- Sliding doors extend interior space to decks and patios.
- Windows and doors read untrimmed and integrate glazing into the exterior wall plane.

PORCH AND ENTRY

- Entry decks face the street or turn to the side. One or two stories acceptable.
- Walled entry courtyards provided where shown.
- Entry expression includes exposed wood, stone, and metal siding elements.
- Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.

DETAILS

- Detailing reads simplified and ornamentation restrained.
- Exposed structural elements provided.
- Gutters integrate into roof structure and read hidden.
- Downspouts read as rain chains and route runoff to a ground level water feature where shown.
- Detailing references rustic or craftsman elements consistent with the local area.

MINIMUM REQUIRED ELEMENTS

- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
- Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
- Timber beams or braces provided under gables.
- Stone on front facade meets 20 percent minimum.
- *See elevations for calculation breakdown.*
- Lap siding or board and batten siding on all four sides. Vinyl excluded.
- Wide eave overhangs provided. Minimum 16 inches.
- Garage door recessed a minimum 2 feet from the front facade.
- Garage door reads decorative and includes small pane windows.
- Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
- Foundations receive veneered or textured or colored finish where exposed to view.
- Decorative wood or wood look garage doors provided and recessed from the front plane.

MULTIFAMILY REQUIREMENTS

- Stone or brick at ground floor meets 20 percent minimum on each street facing elevation.
- *See elevations for calculation breakdown.*
- Private outdoor space or balcony provided. Minimum 60 square feet.
- Covered front porch addresses the street or a common area.

COMMERCIAL AND MIXED USE REQUIREMENTS TRANSPARENCY REQUIREMENTS

- MINIMUM 15% TRANSPARENCY PER EACH STORY
- *See elevations for calculation breakdown.*

MASONRY REQUIREMENTS

FRONT MAIN LEVEL

Wall area = 1344 sf
Masonry area = 470 sf = 35%

REAR MAIN LEVEL

Wall area = 1022 sf
Masonry area = 103 sf = 10%

LEFT MAIN LEVEL

Wall area = 295 sf
Masonry area = 129 sf = 43%

RIGHT MAIN LEVEL

Wall area = 295 sf
Masonry area = 129 sf = 43%

FRONT FACADE

Wall area = 2302 sf
Masonry area = 470 sf = 20%

GLAZING REQUIREMENTS

FRONT MAIN LEVEL

Wall area = 1344 sf
Glazing area = 491 sf = 36%

FRONT UPPER LEVEL

Wall area = 1037 sf
Glazing area = 233 sf = 22%

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Element
design collective

470 NORTH 500 WEST
BOUNTIFUL, UT 84010

801.699.6665
JON@ELEMENT-DESIGN.CO

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1 6-PLEX MLE FRONT - MOUNTAIN

1/8" = 1'-0"



3 6-PLEX MLE RIGHT - MOUNTAIN

1/8" = 1'-0"

2 6-PLEX MLE LEFT - MOUNTAIN

1/8" = 1'-0"



4 6-PLEX MLE REAR - MOUNTAIN

1/8" = 1'-0"

FINCH CREEK
6 PLEX

REVISIONS:

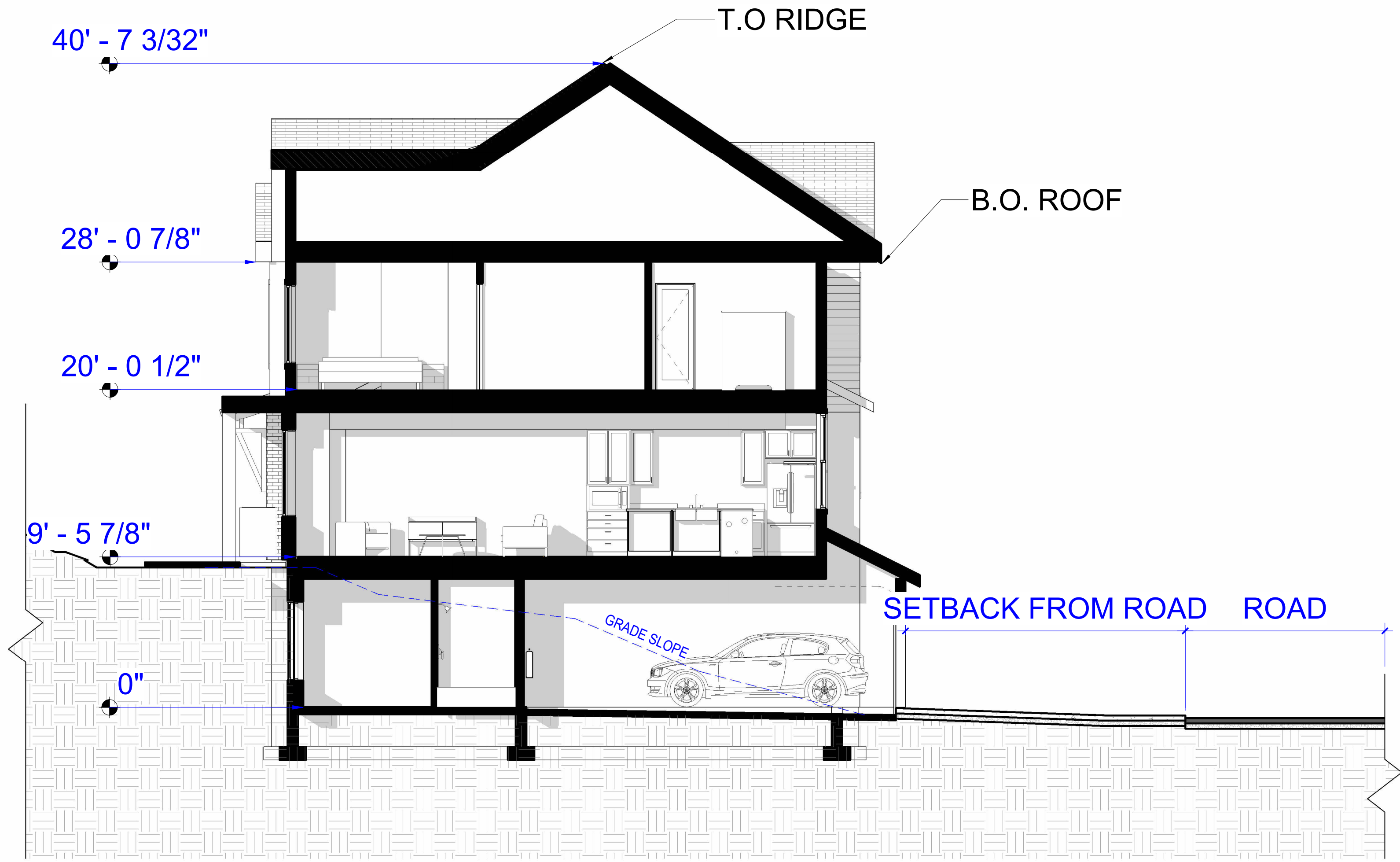
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6-PLEX ELEVATIONS
MLE - MOUNTAIN
MODERN

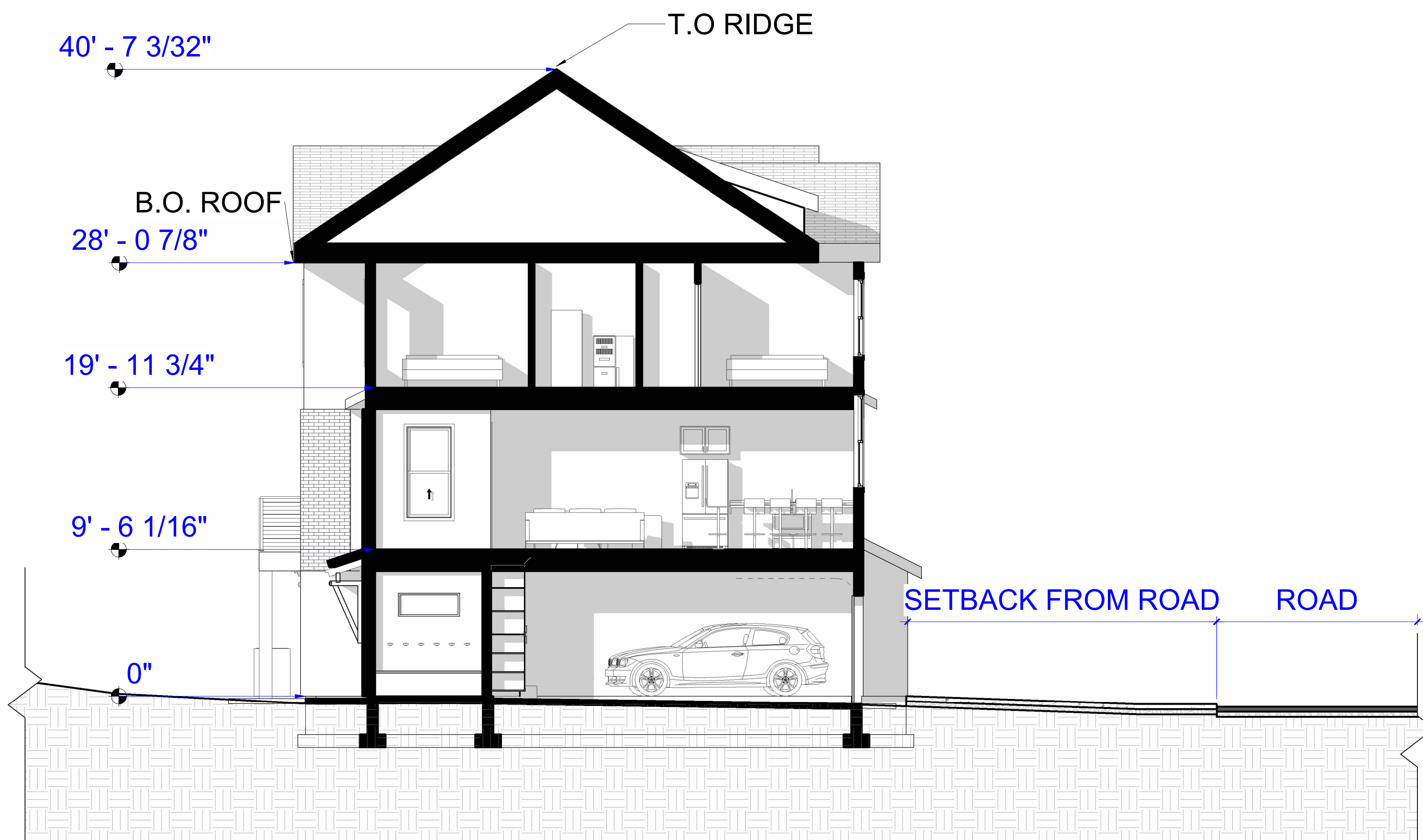
1/30/2026 2:54:03 PM

SCHEMATIC DESIGN

A203.2M



2 MAIN ENTRY LEVEL
3/16" = 1'-0"



1 STANDARD ENTRY LEVEL
3/16" = 1'-0"

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BOUNTIFUL, UT 84010

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FINCH CREEK ALLEY LOADS

REVISIONS:

TITLE:
Townhome Section

2/2/2026 1:34:03 PM
CONFORMANCE SET

A301



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Heber City | Wasatch County, UT

REVISIONS:

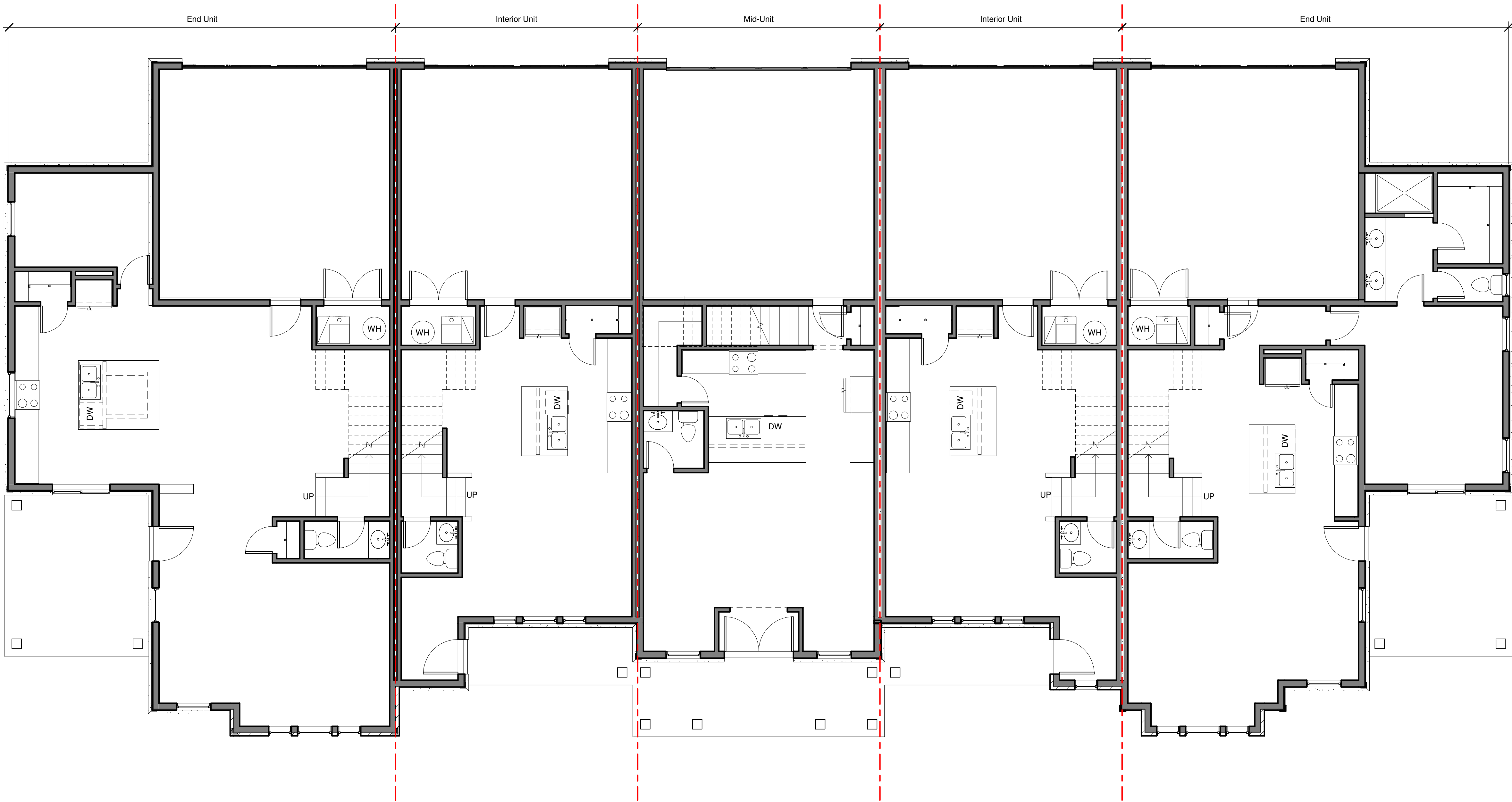
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Cover Sheet

1/30/2026 10:43:19 AM

Project Status

A000



① Composite Plan - Level 1
3/16" = 1'-0"

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REVISIONS:

TITLE:

Compoite Plan - Level 1

1/29/2026 10:29:43 AM

Schematic Design

A101



① Composite Plan - Level 2
3/16" = 1'-0"

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Finch Creek

Highway 40 & College Way
Heber City | Wasatch County, UT

REVISIONS:

TITLE:
Composite Plan - Level 2

1/29/2026 10:29:44 AM

Schematic Design

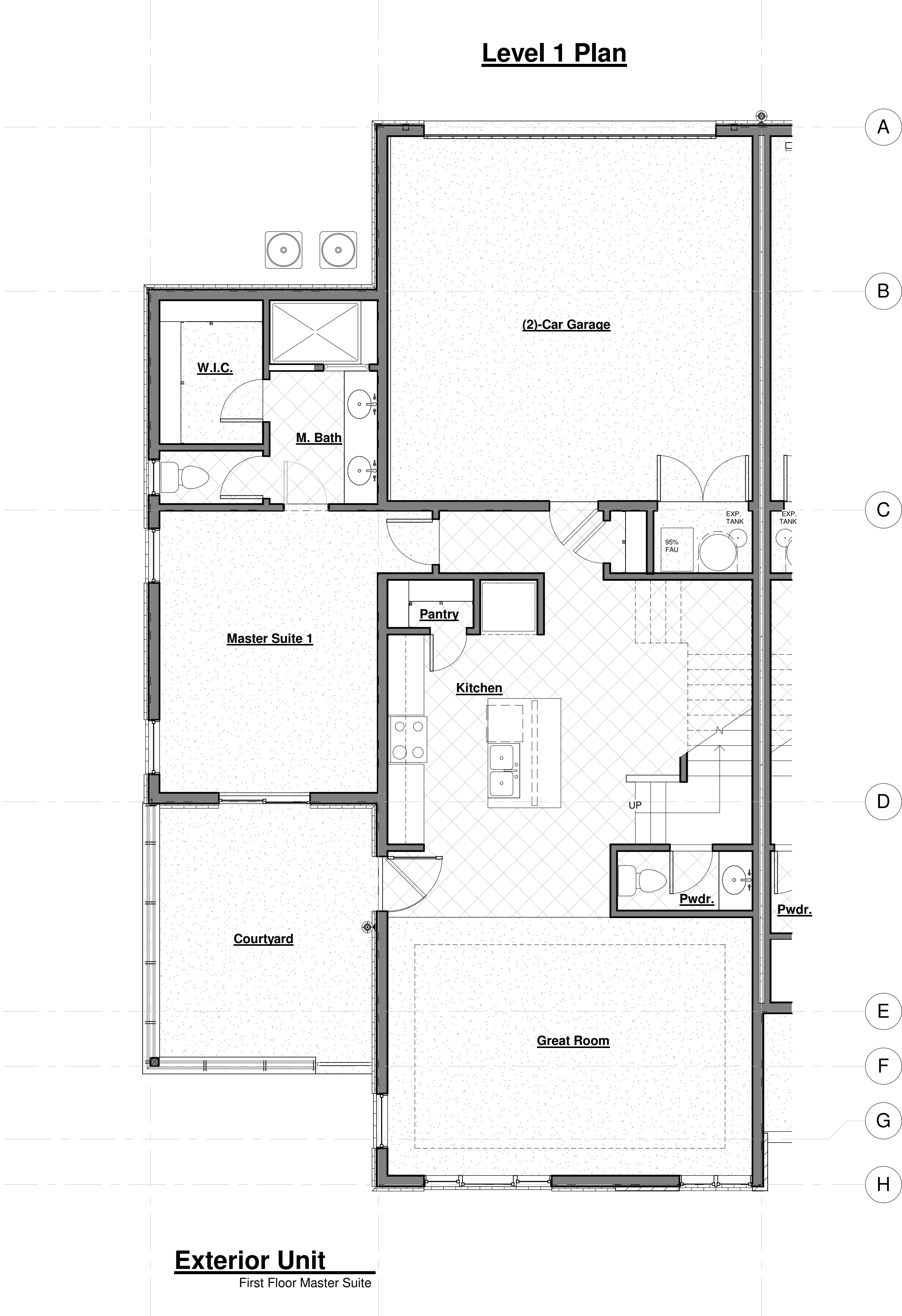
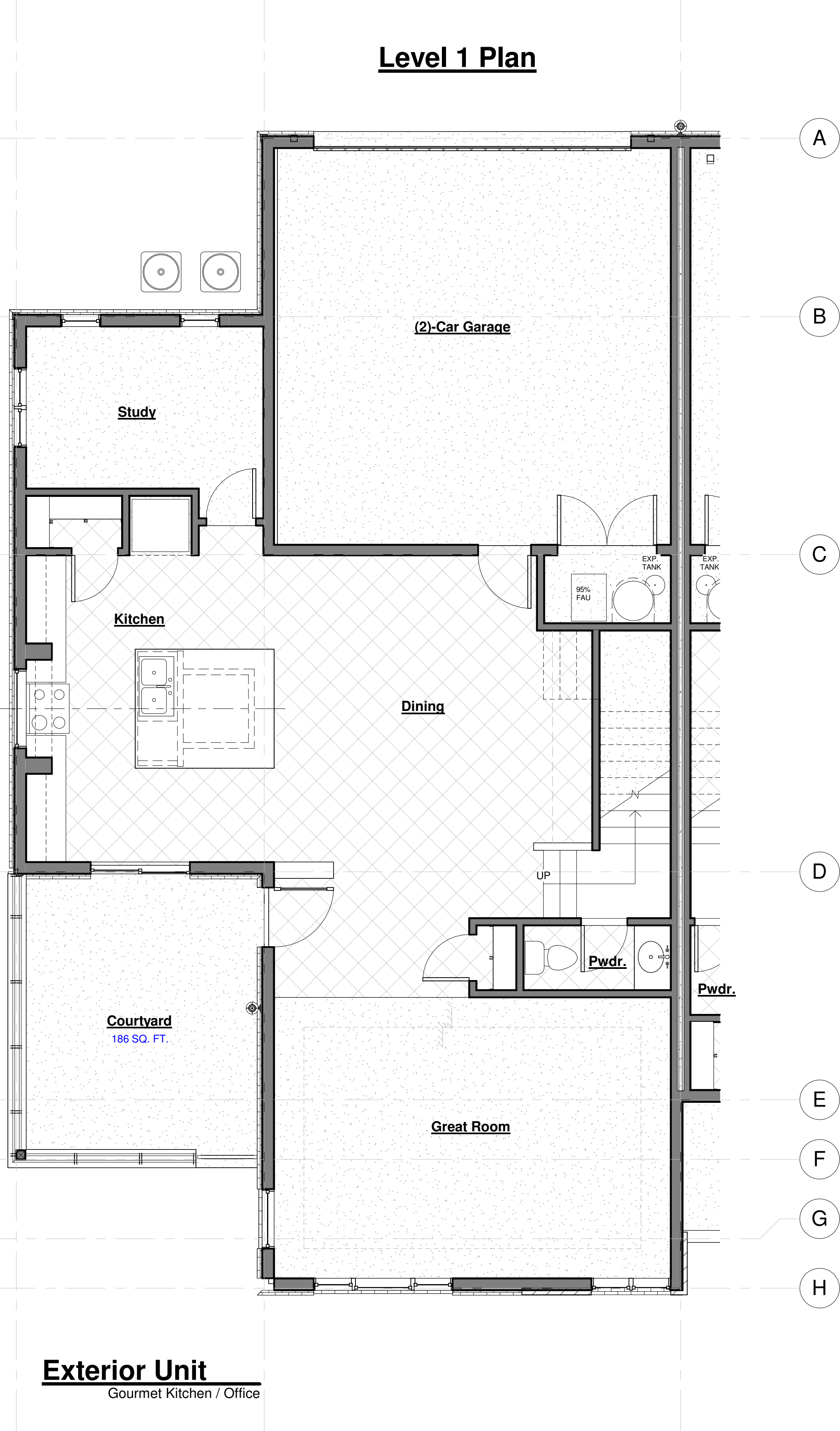
A102

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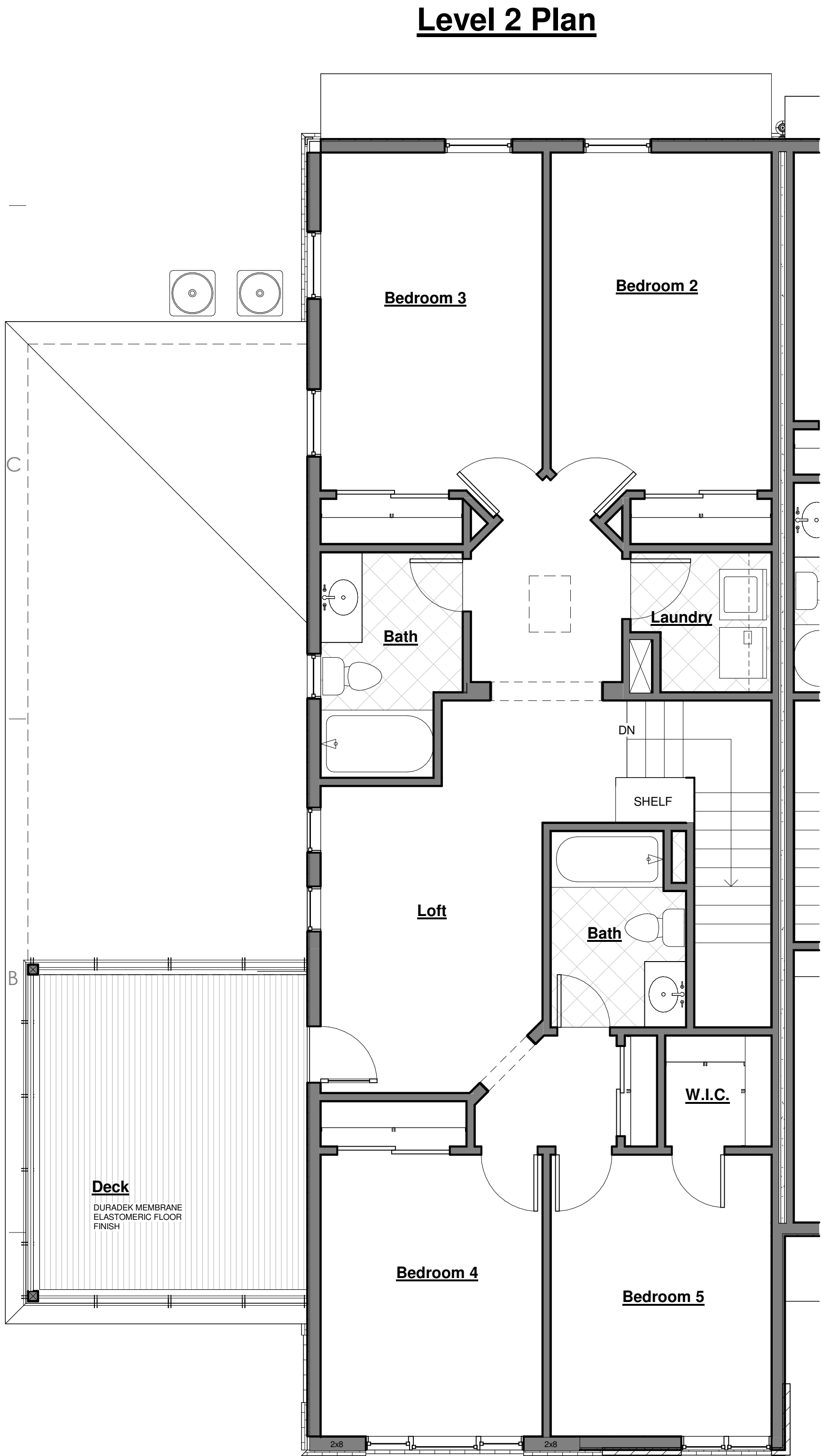
REVISIONS:

TITLE:
Exterior Unit - Level 1

1/29/2026 10:31:47 AM
Project Status

A103

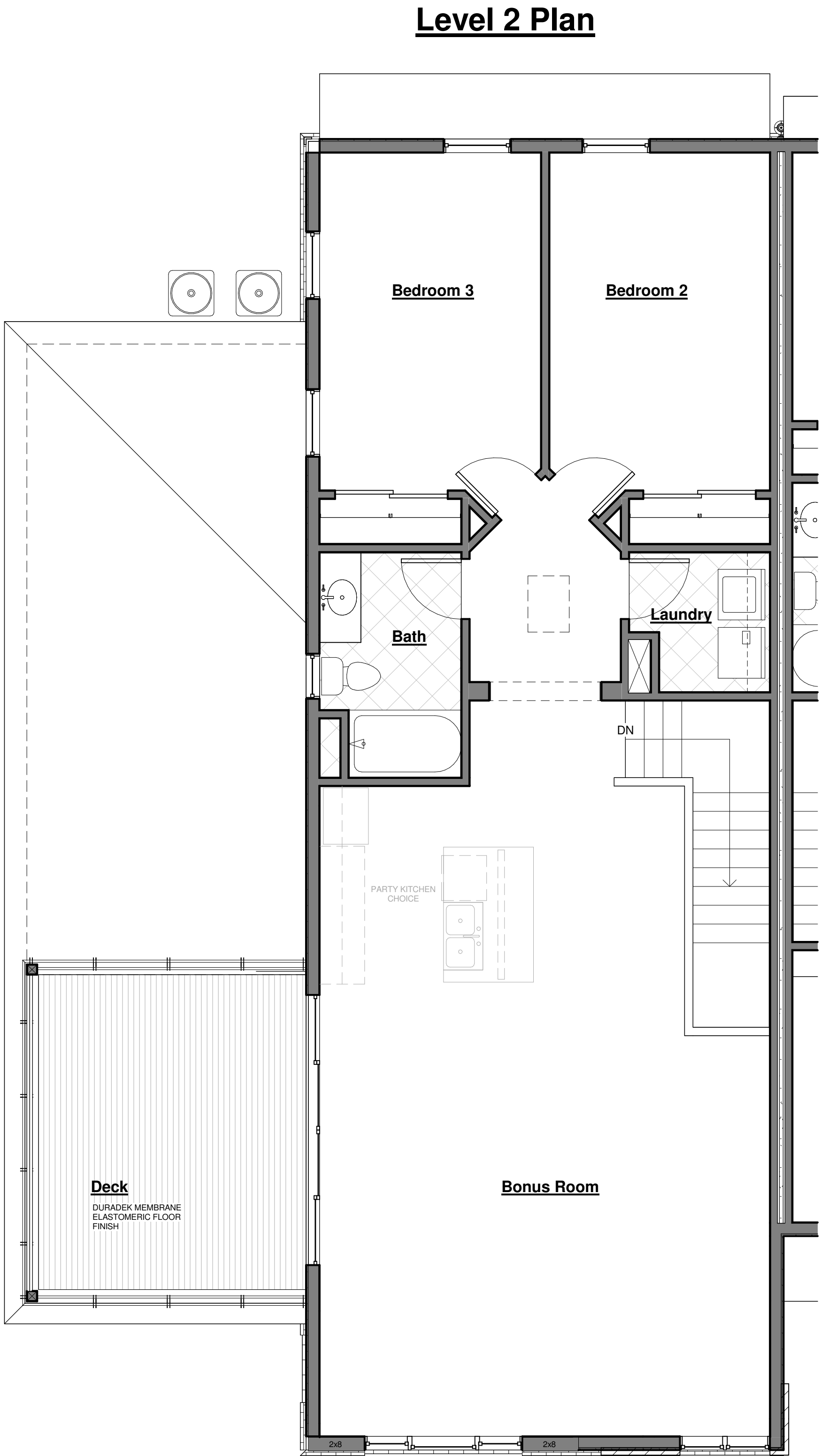
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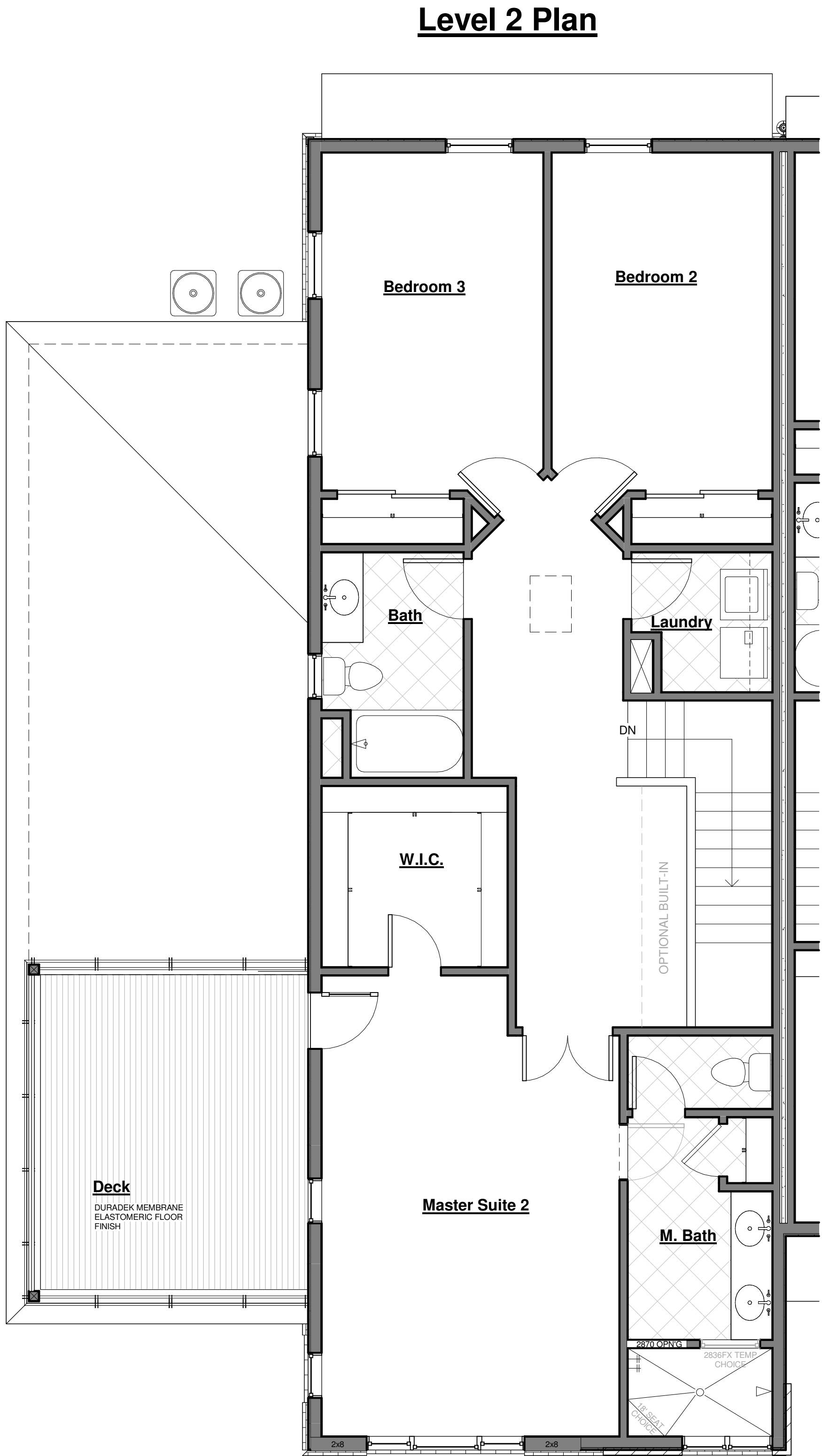
Exterior Unit
4 Bedrooms / Loft

2



Exterior Unit
2 Bedrooms

3



Exterior Unit
3 Bedrooms

4

5

D

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C

Finch Creek

Highway 40 & College Way
Heber City | Wasatch County, UT

B

REVISIONS:

TITLE:

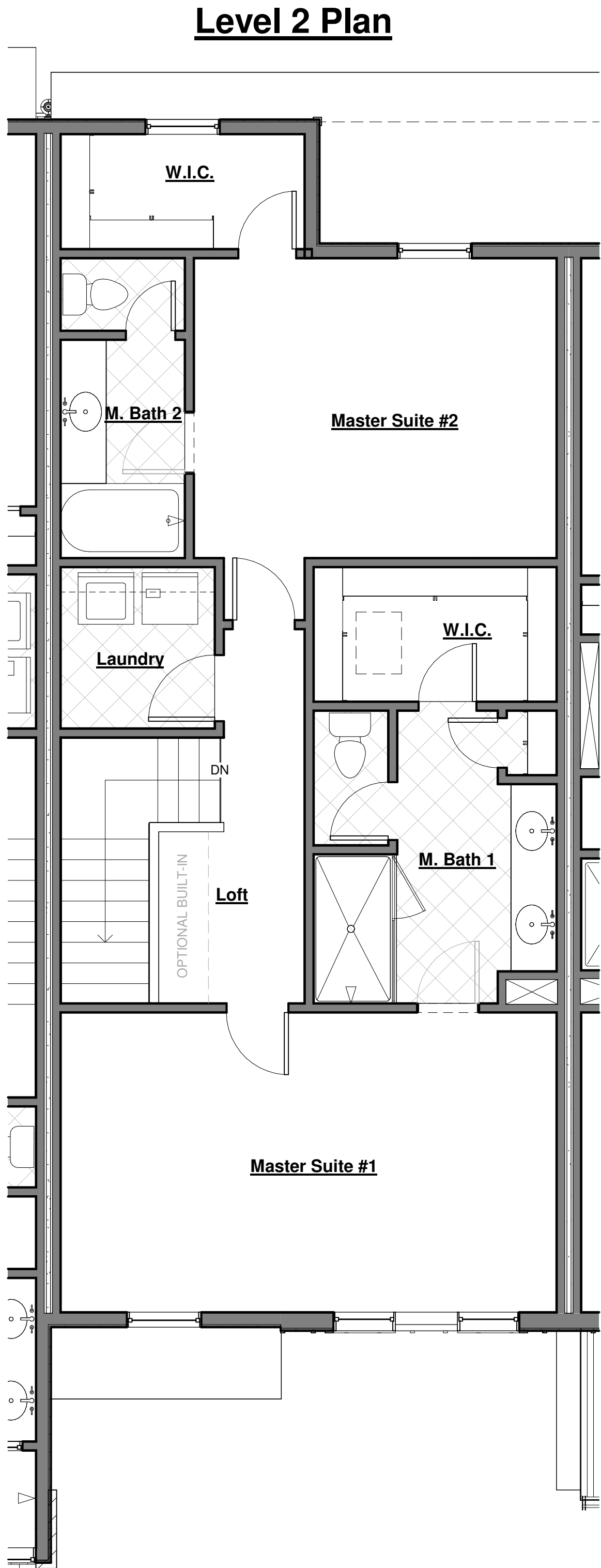
Exterior Unit - Level 2

A

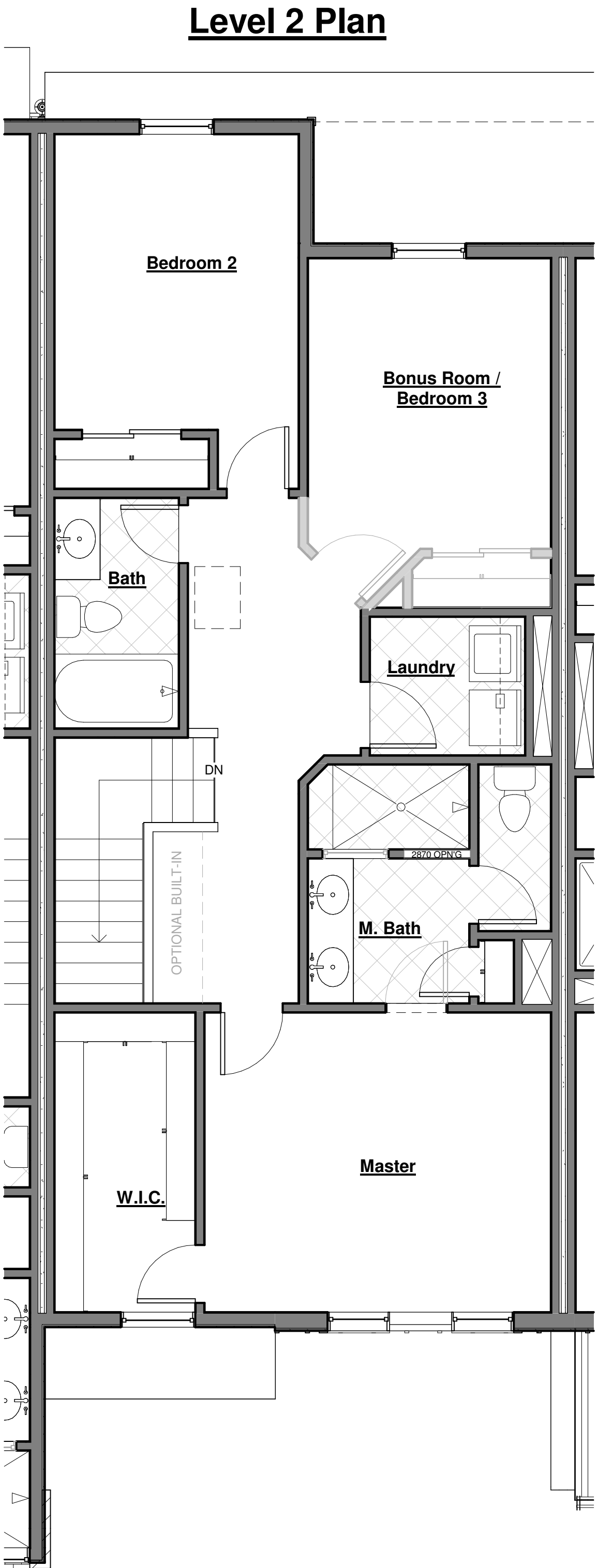
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Project Status

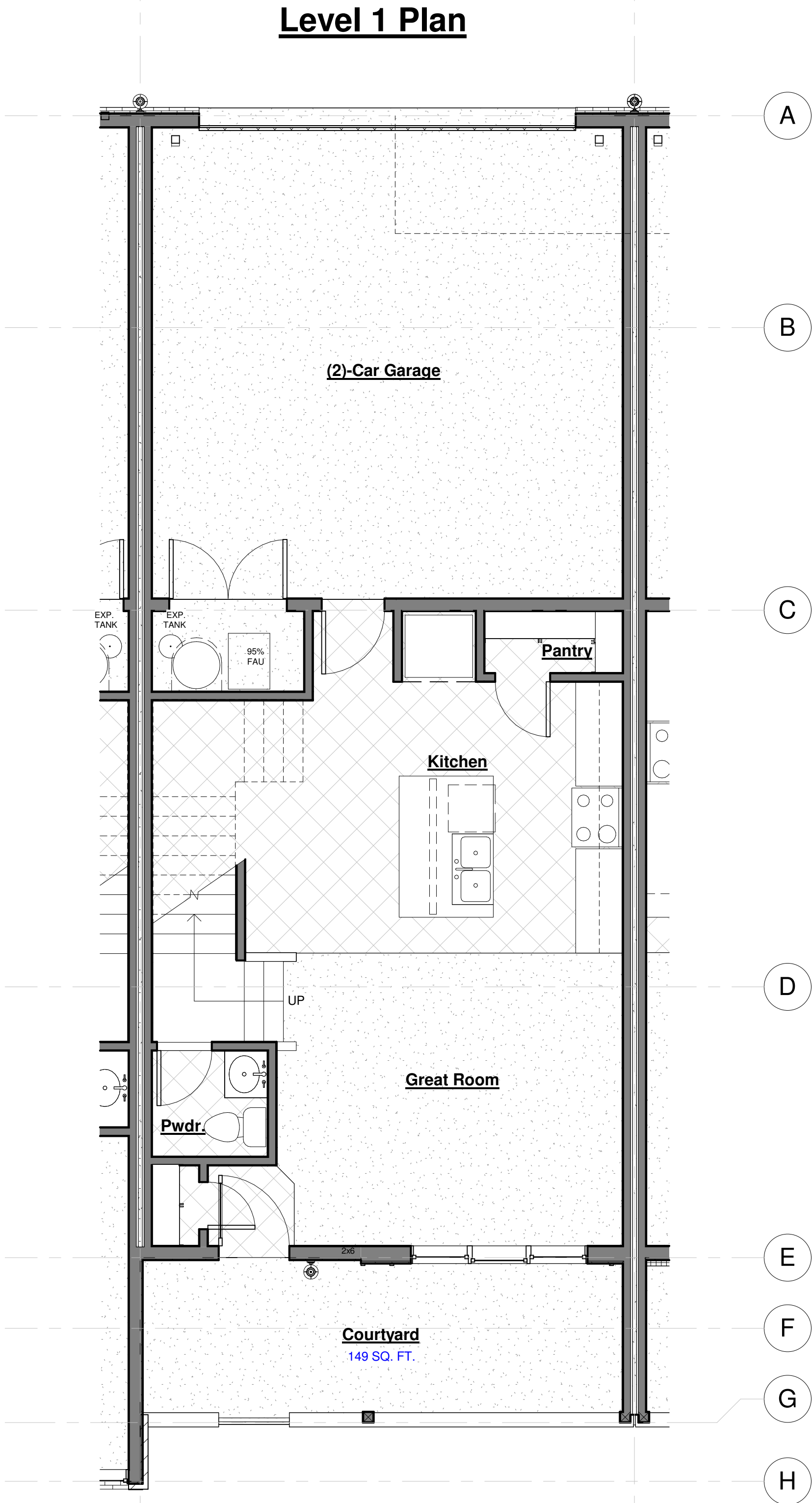
A104



Interior Unit
2 Master Suites



Interior Unit
3 Bedrooms



Interior Unit

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Finch Creek

Highway 40 & College Way
Heber City | Wasatch County, UT

REVISIONS:

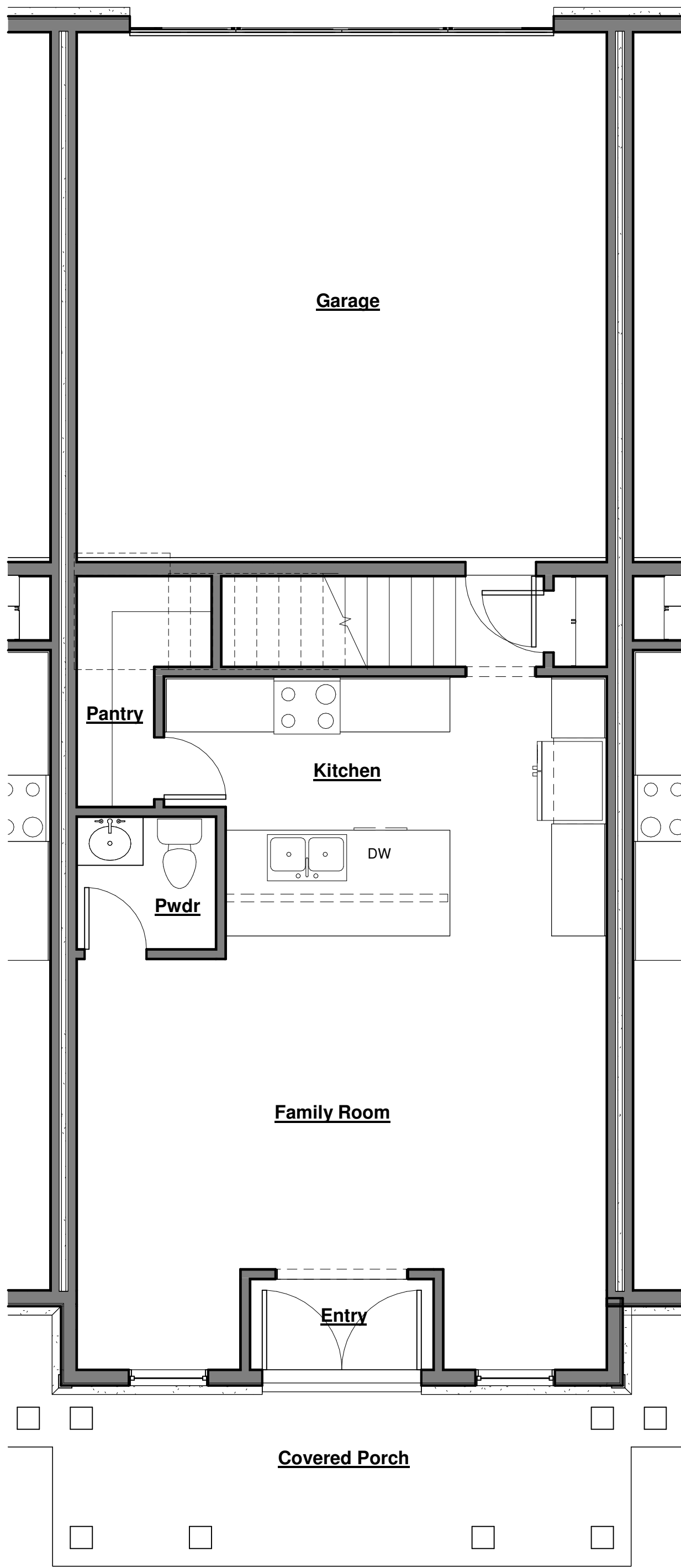
TITLE:

Interior Unit

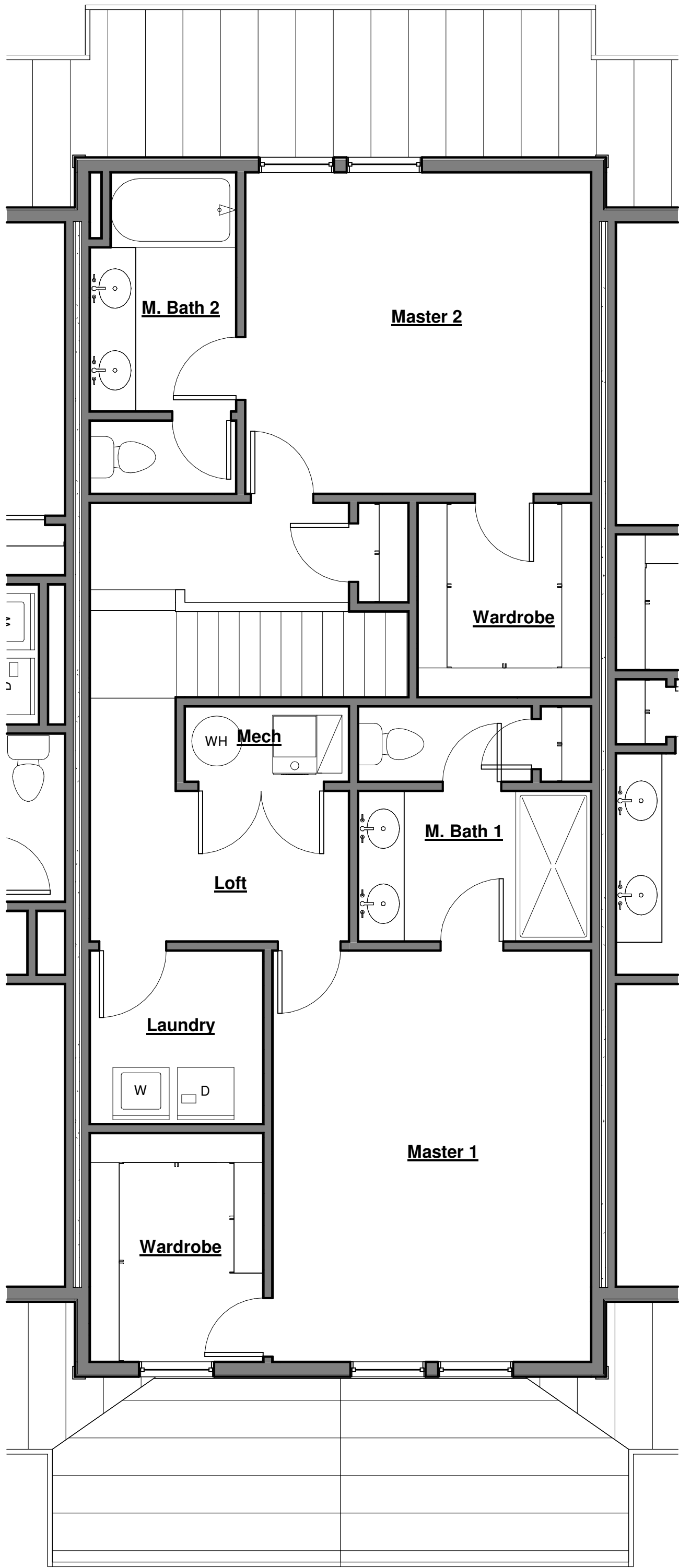
1/29/2026 10:31:47 AM

Project Status

A105



① Mid-Unit - Level 1
1/4" = 1'-0"



② Mid-Unit - Level 2
1/4" = 1'-0"

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Finch Creek

Highway 40 & College Way
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REVISIONS:

TITLE:

Mid-Unit

1/29/2026 10:29:44 AM

Schematic Design

A106

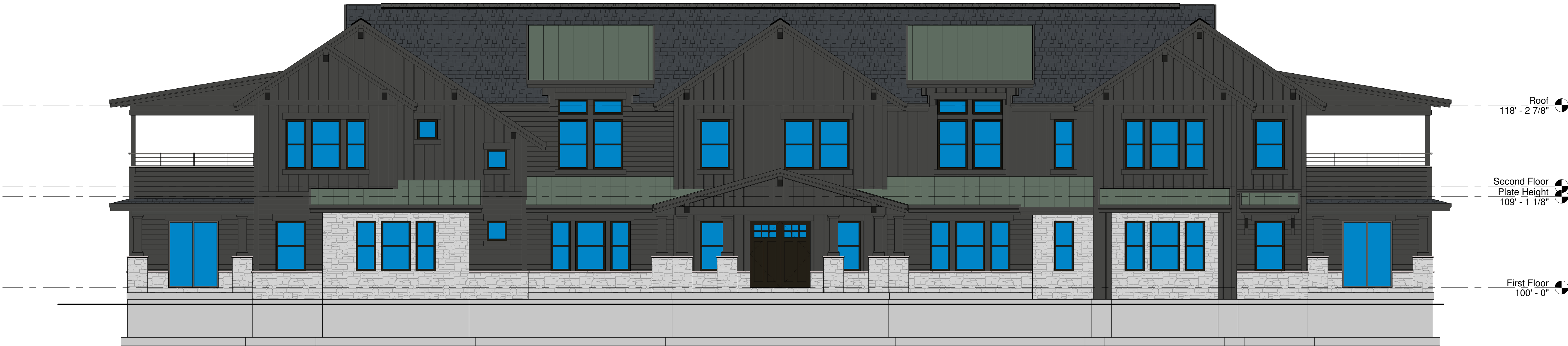
D

—

C

B

A



① Front
3/16" = 1'-0"



② Left
3/16" = 1'-0"

GLAZING REQUIREMENTS

FRONT MAIN LEVEL Wall area = 1190 sf Glazing area = 321 sf = 27%	REAR MAIN LEVEL Wall area = 860 sf Glazing area = 103 sf = 12%**
FRONT UPPER LEVEL Wall area = 961 sf Glazing area = 276 sf = 29%	REAR UPPER LEVEL Wall area = 962 sf Glazing area = 184 sf = 19%
LEFT MAIN LEVEL Wall area = 511 sf Glazing area = 76 sf = 15%	RIGHT MAIN LEVEL Wall area = 511 sf Glazing area = 88 sf = 17%
LEFT UPPER LEVEL Wall area = 514 sf Glazing area = 85 sf = 17%	RIGHT UPPER LEVEL Wall area = 514 sf Glazing area = 128 sf = 25%
**O.H. garage doors preclude 15% minimum.	

MASONRY REQUIREMENTS

FRONT MAIN LEVEL Wall area = 1190 sf Masonry area = 562 sf = 47%	REAR MAIN LEVEL Wall area = 860 sf Masonry area = 144 sf = 17%
LEFT MAIN LEVEL Wall area = 511 sf Masonry area = 181 sf = 35%	RIGHT MAIN LEVEL Wall area = 511 sf Masonry area = 181 sf = 35%

HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

- STYLE AND FACADE COMPOSITION**
- Primary roof reads pitched or flat and supports heavy snow loads.
 - Main roof pitch extends over deck and patio areas for weather protection.
 - Roof planes occur over the entry patio or courtyard at the front facade.
 - Front facade features dominant expanses of glazing.
 - Wide roof overhangs provide protection from solar exposure.
 - Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
 - Wall materials include stone or natural wood siding.
- MASSING**
- Massing uses simple geometric forms.
 - Overall massing reads simple and emphasizes horizontal building elements.
 - Pitched roofs appear as a common massing feature.
 - Building height aligns with one or two stories.
 - Main level floor to ceiling height falls within 10 to 14 feet.
Main level ceiling height is 9'.
- ROOF FORM AND OVERHANGS**
- Single pitched roofs dominate.
 - Stone chimney penetrations appear as oversized massing elements where provided.
N/A.
 - Roof overhangs extend roof coverage to patios and decks.
- WINDOWS AND DOORS**
- Large expanses of floor to ceiling glass provided.
 - Sliding doors extend interior space to decks and patios.
 - Windows and doors read untrimmed and integrate glazing into the exterior wall plane.
Head and sill trim have been provided to accommodate the 'Mountain Modern' vernacular.
- PORCH AND ENTRY**
- Entry decks face the street or turn to the side. One or two stories acceptable.
 - Walled entry courtyards provided where shown.
N/A.
 - Entry expression includes exposed wood, stone, and metal siding elements.
 - Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.
- DETAILS**
- Detailing reads simplified and ornamentation restrained.
 - Exposed structural elements provided.
Does not for future maintenance simplification.
 - Gutters integrate into roof structure and read hidden.
 - Downspouts read as rain chains and route runoff to a ground level water feature where shown.
 - Detailing references rustic or craftsman elements consistent with the local area.
- MINIMUM REQUIRED ELEMENTS**
- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
 - Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
 - Timber beams or braces provided under gables.
 - Stone on front facade meets 20 percent minimum.
O.H. garage doors preclude 20%. 17% provided.
 - Lap siding or board and batten siding on all four sides. Vinyl excluded.
 - Wide eave overhangs provided. Minimum 18 inches.
 - Garage door recessed a minimum 2 feet from the front facade.
N/A.
 - Garage door reads decorative and includes small pane windows.
 - Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
 - Foundations receive veneered or textured or colored finish where exposed to view.
 - Decorative wood or wood look garage doors provided and recessed from the front plane.
O.H. garage doors are wood-look, but are located on the rear facade.
- MULTIFAMILY REQUIREMENTS**
- Stone or brick at ground floor meets 20 percent minimum on each street facing elevation.
 - Private outdoor space or balcony provided. Minimum 60 square feet.
 - Covered front porch addresses the street or a common area.
- COMMERCIAL AND MIXED USE REQUIREMENTS**
- Stone or brick at ground floor meets 20 percent minimum on each elevation.
 - Residential uses include balconies. Minimum 60 square feet.
 - Metal roofed shed roof or awnings provided at building entrance areas. Minimum 6 foot depth for pedestrian weather protection.
 - Minimum 15% transparency per each story.
 - Multifamily structures shall incorporate stone or brick on the ground floor (20% minimum on each street facing elevation).
 - Stone on front facade (20% minimum).

UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION.

Element
design collective

470 NORTH 500 WEST
BOUNTIFUL, UT 84010
801.698.6685
JON@ELEMENT-DESIGN.CO

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Mansion Home - Mountain Modern

REVISIONS:

TITLE:

Elevations

1/30/2026 10:03:11 AM

Schematic Design

A201

D



C

① Rear
3/16" = 1'-0"

B



A

② Right
3/16" = 1'-0"

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 1190 sf
Glazing area = 321 sf = 27%

FRONT UPPER LEVEL
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Glazing area = 276 sf = 29%

LEFT MAIN LEVEL
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Glazing area = 76 sf = 15%

LEFT UPPER LEVEL
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Glazing area = 85 sf = 17%

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Glazing area = 88 sf = 17%

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Glazing area = 128 sf = 25%

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MASONRY REQUIREMENTS

FRONT MAIN LEVEL
Wall area = 1190 sf
Masonry area = 562 sf = 47%

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HEBER CITY MOUNTAIN MODERN DESIGN STANDARDS

STYLE AND FACADE COMPOSITION

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- Main roof pitch extends over deck and patio areas for weather protection.
- Roof planes occur over the entry patio or courtyard at the front facade.
- Front facade features dominant expanses of glazing.
- Wide roof overhangs provide protection from solar exposure.
- Detailing reads simplified. Ornamentation stays focused at porches, entries, and decks.
- Wall materials include stone or natural wood siding.

MASSING

- Massing uses simple geometric forms.
- Overall massing reads simple and emphasizes horizontal building elements.
- Pitched roofs appear as a common massing feature.
- Building height aligns with one or two stories.
- Main level floor to ceiling height falls within 10 to 14 feet.

Main level ceiling height is 9'.

ROOF FORM AND OVERHANGS

- Single pitched roofs dominate.
- Stone chimney penetrations appear as oversized massing elements where provided.

N/A.

- Roof overhangs extend roof coverage to patios and decks.

WINDOWS AND DOORS

- Large expanses of floor to ceiling glass provided.
- Sliding doors extend interior space to decks and patios.
- Windows and doors read untrimmed and integrate glazing into the exterior wall plane.

Head and sill trim have been provided to accommodate the 'Mountain Modern' vernacular.

PORCH AND ENTRY

- Entry decks face the street or turn to the side. One or two stories acceptable.
- Walled entry courtyards provided where shown.

N/A.

- Entry expression includes exposed wood, stone, and metal siding elements.
- Entry roof reads pitched or sloped and reads as a separate roof line from main ridges.

DETAILS

- Detailing reads simplified and ornamentation restrained.
- Exposed structural elements provided.

Does not for future maintenance simplification.

- Gutters integrate into roof structure and read hidden.
- Downspouts read as rain chains and route runoff to a ground level water feature where shown.
- Detailing references rustic or craftsman elements consistent with the local area.

MINIMUM REQUIRED ELEMENTS

- Front porch addresses the street. Full or partial width. Minimum 60 square feet.
- Porch includes timber columns with stone plinths or bases and timber trusses expressing internal structure.
- Timber beams or braces provided under gables.
- Stone on front facade meets 20 percent minimum.
- *O.H. garage doors preclude 20%. 17% provided.*
- Lap siding or board and batten siding on all four sides. Vinyl excluded.
- Wide eave overhangs provided. Minimum 18 inches.
- Garage door recessed a minimum 2 feet from the front facade.

N/A.

- Garage door reads decorative and includes small pane windows.
- Roofs use full metal or metal accent pitched roofs, with emphasis at porch areas.
- Foundations receive veneered or textured or colored finish where exposed to view.
- Decorative wood or wood look garage doors provided and recessed from the front plane.

O.H. garage doors are wood-look, but are located on the rear facade.

MULTIFAMILY REQUIREMENTS

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- Private outdoor space or balcony provided. Minimum 60 square feet.
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COMMERCIAL AND MIXED USE REQUIREMENTS

- Stone or brick at ground floor meets 20 percent minimum on each elevation.
- Residential uses include balconies. Minimum 60 square feet.
- Metal roofed shed roof or awnings provided at building entrance areas. Minimum 6 foot depth for pedestrian weather protection.
- Minimum 15% transparency per each story.
- Multifamily structures shall incorporate stone or brick on the ground floor (20% minimum on each street facing elevation).
- Stone on front facade (20% minimum).

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Mansion Home - Mountain Modern

REVISIONS:

TITLE:

Elevations

1/30/2026 10:03:12 AM

Schematic Design

A202

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D



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C

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① Front
3/16" = 1'-0"

B

B



A

A

② Left
3/16" = 1'-0"

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MASONRY REQUIREMENTS

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HEBER CITY FARMHOUSE DESIGN STANDARDS

- STYLE AND FACADE COMPOSITION**
- Primary roof form presents a gable facing the street.
 - Front facade includes a one story porch integrated into the facade.
 - Dormers used to add floor area, daylight, and architectural interest.
 - Window composition reads as vertically proportioned, with balanced placement.
 - Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
 - Wall cladding uses horizontal lap siding and/or board and batten siding.
- MASSING**
- Overall massing reads simple and emphasizes vertical building elements.
 - Front facing gable reads as the primary form. Side wings absent or secondary.
 - Projecting bays and low sloping shed roof elements appear as supporting forms.
 - Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.
- ROOF FORM, PITCH, AND OVERHANG**
- Main roof pitch falls between 6:12 and 12:12.
 - Secondary hip or shed roof pitches fall between 3:12 and 6:12.
 - Roof overhangs fall between 6 inches and 12 inches.
 - Main gable intersects with secondary roof forms where shown.
 - Metal accent roofing appears only as accent sections.
- WINDOWS AND DOORS**
- Windows read as vertically proportioned single hung or double hung.
 - Window grouping uses individual units or pairs.
 - We show triplets in some locations, but mostly singles and doubles.*
 - Bay windows, if used, read square or angled.
 - Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
 - Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
 - Doors include glazed panes where shown and express restrained ornamentation.
- PORCH AND ENTRY**
- Front porch faces the street and stays one story.
 - Corner lots use a wrap porch where applicable.
 - Porch roof form reads forward facing shed or hip.
 - Four of the five porch roofs comply. The center porch roof is a gable.*
 - Porch includes exposed wood and metal elements where detailed.
 - Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
 - Railings use turned balusters, square balusters, or steel.
 - Upper level deck railings are metal atop an enclosed parapet wall.*
- DETAILS AND MATERIAL TRANSITIONS**
- Detailing reads simplified and ornamentation restrained.
 - Porch structure shows exposed structural elements where detailed.
 - Does not for future maintenance simplification.*
 - Exposed concrete foundation receives stone or brick cladding.
 - Gutters read ogee or half round.
 - Board and batten wainscot uses coarser spacing where shown.
 - N/A*
 - Rake moldings read **square** or more detailed profile.
- MINIMUM REQUIRED ELEMENTS**
- Covered porch provided. Columns show base, shaft, and capitol.
 - Windows orient vertically.
 - Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
 - 4" provided. Windows and Doors section above states 4" - 6".*
 - Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
 - Garage doors are on rear of building. Glass panels are provided.*
 - Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
 - Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
 - Foundation finish reads veneered, textured, or colored where exposed to view.
 - Exterior lighting uses shielded fixtures and directs light downward.
 - All exterior lighting will be placed beneath roof structure.*
- MULTIFAMILY ONLY REQUIREMENTS**
- Each elevation includes ground floor stone or brick at 10 percent minimum.
 - Each dwelling includes private outdoor space or balcony of at least 60 square feet.
 - Building includes a covered front porch that addresses the street or a common area.
 - Minimum 15% transparency per each story.
 - Multifamily structures shall incorporate stone or brick on the ground floor (10% minimum on each elevation)

Mansion Home - Farmhouse

REVISIONS:

TITLE:

Elevations

1/30/2026 8:58:27 AM

Schematic Design

A203

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C

① Rear
3/16" = 1'-0"

B



A

② Right
3/16" = 1'-0"

GLAZING REQUIREMENTS

FRONT MAIN LEVEL
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Glazing area = 76 sf = 15%

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Wall area = 860 sf
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FRONT MAIN LEVEL
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HEBER CITY FARMHOUSE DESIGN STANDARDS

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- Front facade includes a one story porch integrated into the facade.
- Dormers used to add floor area, daylight, and architectural interest.
- Window composition reads as vertically proportioned, with balanced placement.
- Detailing stays simplified. Ornamentation stays minimal at porch, gable ends, and bays.
- Wall cladding uses horizontal lap siding and or board and batten siding.

MASSING

- Overall massing reads simple and emphasizes vertical building elements.
- Front facing gable reads as the primary form. Side wings absent or secondary.
- Projecting bays and low sloping shed roof elements appear as supporting forms.
- Building height aligns with 1.5 to 2 stories. Main level floor to ceiling height shows 8 to 10 feet.

ROOF FORM, PITCH, AND OVERHANG

- Main roof pitch falls between 6:12 and 12:12.
- Secondary hip or shed roof pitches fall between 3:12 and 6:12.
- Roof overhangs fall between 6 inches and 12 inches.
- Main gable intersects with secondary roof forms where shown.
- Metal accent roofing appears only as accent sections.

WINDOWS AND DOORS

- Windows read as vertically proportioned single hung or double hung.
- Window grouping uses individual units or pairs.
- *We show triplets in some locations, but mostly singles and doubles.*
- Bay windows, if used, read square or angled.
- Exterior trim at windows and doors reads wide. Target 4 to 6 inches with cap moldings.
- Divided lites, if used, stay limited and follow approved patterns. One over one. Two over one. Two over two. Four square grid over one. Four square grid over four square grid.
- Doors include glazed panes where shown and express restrained ornamentation.

PORCH AND ENTRY

- Front porch faces the street and stays one story.
- Corner lots use a wrap porch where applicable.
- Porch roof form reads forward facing shed or hip.
- *Four of the five porch roofs comply. The center porch roof is a gable.*
- Porch includes exposed wood and metal elements where detailed.
- Porch columns read substantial. Square columns at least 6x6. Round columns at least 6 inches diameter.
- Railings use turned balusters, square balusters, or steel.
- *Upper level deck railings are metal atop an enclosed parapet wall.*

DETAILS AND MATERIAL TRANSITIONS

- Detailing reads simplified and ornamentation restrained.
 - Porch structure shows exposed structural elements where detailed.
 - *Does not for future maintenance simplification.*
 - Exposed concrete foundation receives stone or brick cladding.
 - Gutters read ogee or half round.
 - Board and batten wainscot uses coarser spacing where shown.
 - *N/A*
 - Rake moldings read **square** or more detailed profile.
- MINIMUM REQUIRED ELEMENTS**
- Covered porch provided. Columns show base, shaft, and capitol.
 - Windows orient vertically.
 - Decorative window trim provided. Width 5 to 6 inches. Emphasis at top and bottom. Stucco excluded.
 - *4" provided. Windows and Doors section above states 4" - 6".*
 - Garage door recesses at least 2 feet from the front facade. Garage door reads decorative and includes small pane windows.
 - *Garage doors are on rear of building. Glass panels are provided.*
 - Covered front porch spans full width or partial width over 50 percent of the front facade and addresses the street.
 - Siding uses lap siding or board and batten on all four sides. Vinyl excluded.
 - Foundation finish reads veneered, textured, or colored where exposed to view.
 - Exterior lighting uses shielded fixtures and directs light downward.
 - *All exterior lighting will be placed beneath roof structure.*

MULTIFAMILY ONLY REQUIREMENTS

- Each elevation includes ground floor stone or brick at 10 percent minimum.
- Each dwelling includes private outdoor space or balcony of at least 60 square feet.
- Building includes a covered front porch that addresses the street or a common area.
- Minimum 15% transparency per each story.
- Multifamily structures shall incorporate stone or brick on the ground floor (10% minimum on each elevation)

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Mansion Home - Farmhouse

REVISIONS:

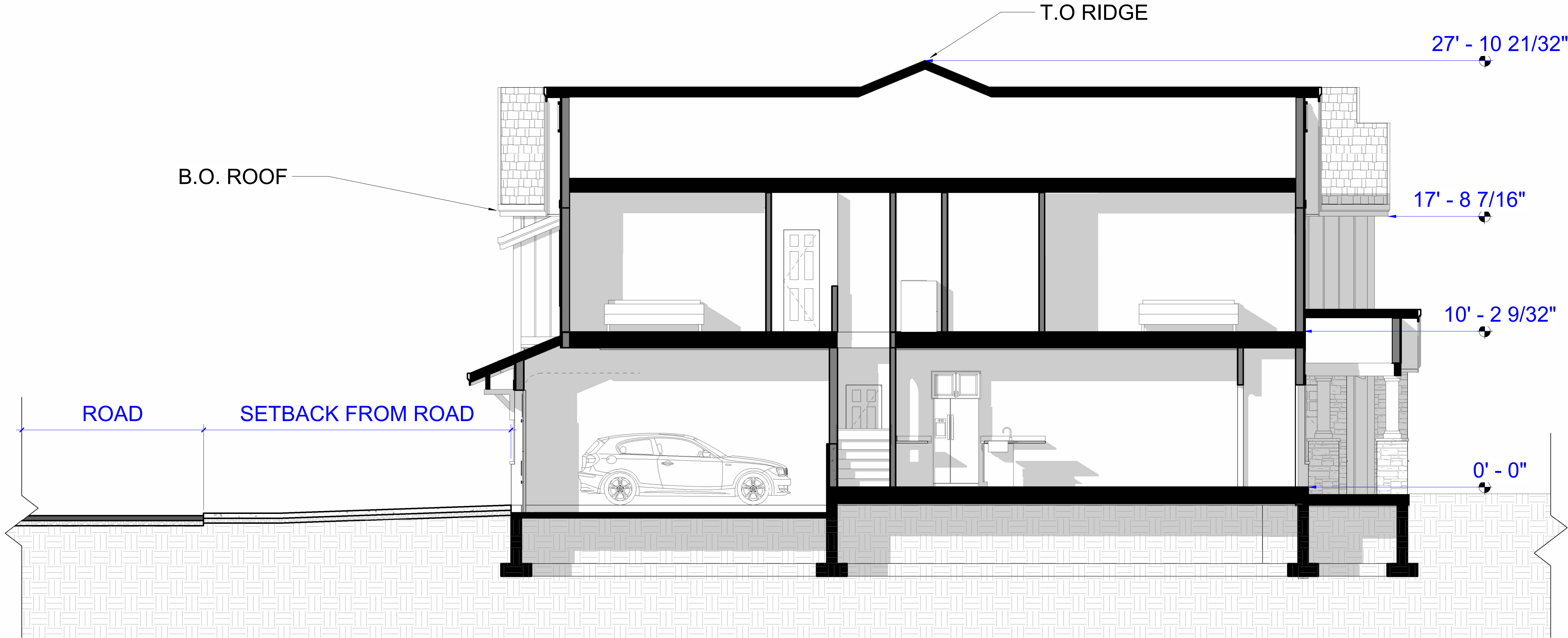
TITLE:

Elevations

1/30/2026 8:58:28 AM

Schematic Design

A204



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Mansion Home - Farmhouse

REVISIONS:

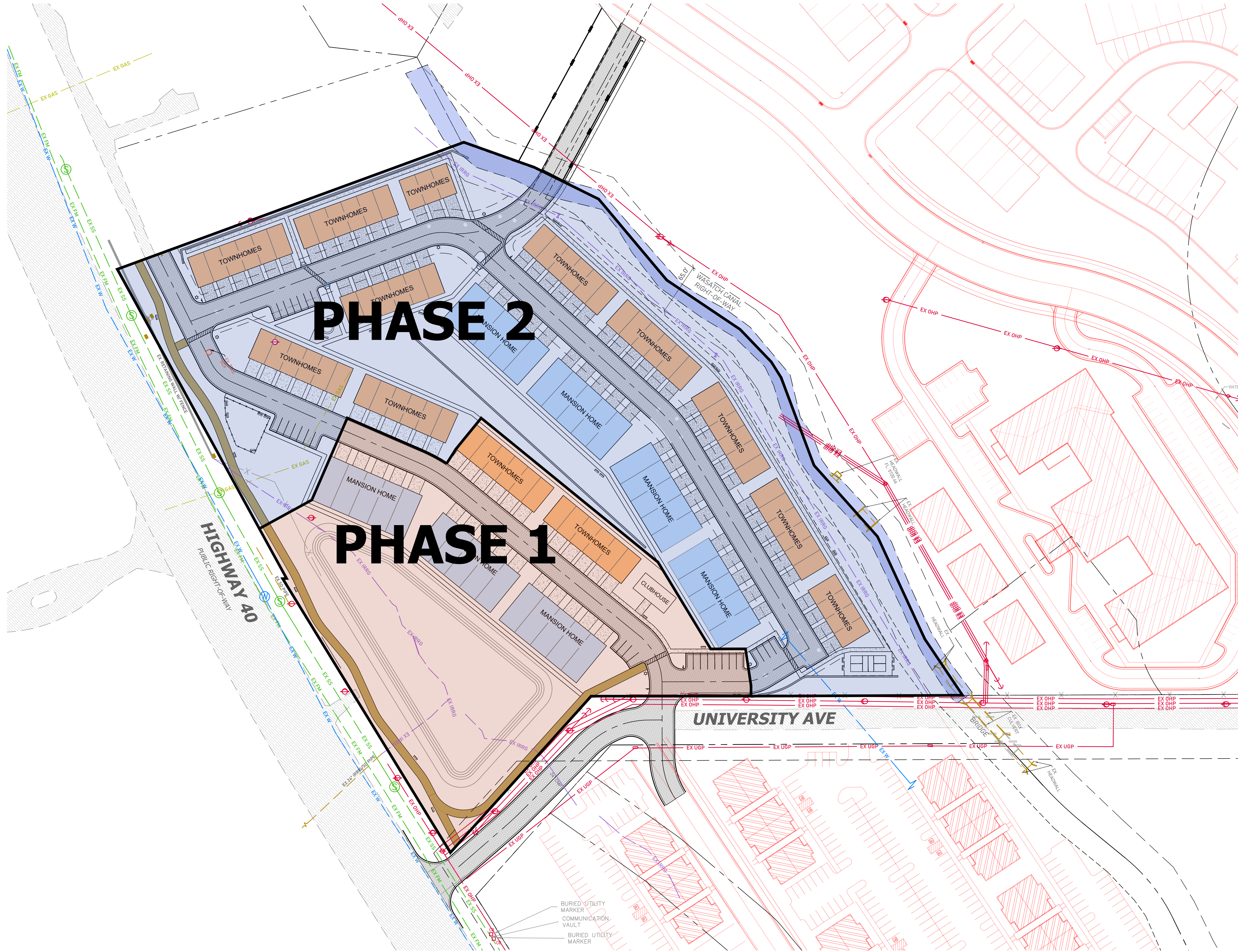
TITLE:
Mansion Home Section

2/2/2026 2:19:24 PM

Schematic Design

A300

OWNER: C:\Users\Owner\Hunt Day Dropbox\Projects\198-01 Finch Creek\00-CAD\01-AutoCAD\04-Plan Sheets\Master Development Agreement - Plans\CL1.0 PHASING PLAN 8/5/2026 1:35 PM



- PLANNING COMMISSION CONDITIONS OF APPROVAL
- APPLICANT AND ANY SUCCESSORS OF THIS PROJECT SHALL COMPLY WITH ALL CITY POLICIES, PROCESSES, ORDINANCES, STANDARDS, AND SPECIFICATIONS. ADDITIONALLY, ALL MASTER PLANNED INFRASTRUCTURE ELEMENTS ON OR ADJOINING THE SUBJECT PROPERTY NEED TO BE DESIGNED AND INSTALLED BY APPLICANT. ALL CITY ENGINEER REQUIREMENTS WILL NEED TO BE SATISFIED PRIOR TO ANY FINAL DEVELOPMENT PLANS BEING APPROVED. THE FOLLOWING ARE SITE AND INFRASTRUCTURE CONCERNS KNOWN AT THIS TIME THAT NEED TO BE ADDRESSED WITH FUTURE SUBMITTALS; (PLEASE NOTE THAT THE FOLLOWING LIST IS NOT TO BE CONSIDERED ALL-INCLUSIVE AND ADDITIONAL CONCERNS MAY ARISE AS DESIGN PLANS ARE SUBMITTED FOR REVIEW.)
 - THE SENSITIVE LANDS SECTION OF CHAPTER 18 PROHIBITS RESIDENTIAL AND COMMERCIAL STRUCTURES IN AREAS WITH NATURAL SLOPES GREATER THAN 30%. ROADS, DRIVEWAYS, AND TRAILS ARE PERMITTED TO BE BUILT ACROSS NATURAL SLOPES GREATER THAN 30% WITH APPROVED GEOTECHNICAL REPORTS AND ENGINEERING DESIGN ADDRESSING SLOPE STABILITY, RETAINING WALLS, AND EROSION PREVENTION.
 - APPLICANT NEEDS TO INCORPORATE THE CITY'S MASTER PLAN FOR TRAILS. TRAIL DESIGN NEEDS TO BE INCLUDED IN DESIGN PLANS.
 - THE ROAD ALIGNMENT MAY NEED TO BE CHANGED. UDOT IS CURRENTLY WORKING ON A DESIGN FOR HWY40 AND BYPASS ALTERNATE ROUTES IN THIS AREA. APPLICANT WILL NEED TO COORDINATE WITH UDOT FOR ACCESS PERMIT AND REQUIRED IMPROVEMENTS.
 - ENSURE EMERGENCY VEHICLE ACCESS IS AVAILABLE THROUGH PHASED CONSTRUCTION.
 - STORM WATER DESIGN MANUAL NEEDS TO BE FOLLOWED WHICH INCLUDES A HYDRODYNAMIC SEPARATOR OR OTHER ALLOWED SYSTEM FOR PRETREATMENT PRIOR TO INFILTRATION.
 - IF DEED LINES EXTEND INTO THE HWY 40 ROW AND/OR RIVER ROAD, THEN DEDICATION WILL NEED TO
 - ANY OVERLAPS AND GAPS IN DEEDS AND/OR OCCUPATION LINES WILL NEED TO BE RESOLVED.

REVISIONS		DESCRIPTION	BY
REV.	DATE		

SEAL

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0" = 1' 
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

PROJECT INFO.	
Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09 / 2026
Proj. No.	198 - 01
SHEET TITLE	

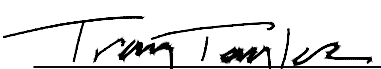
FINCH CREEK ALTA/NSPS LAND TITLE SURVEY

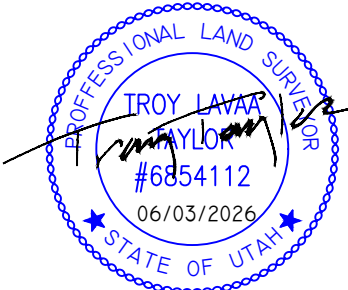
NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

SURVEYOR'S CERTIFICATE

TO : FINCH CREEK TOWNHOMES LLC, INWEST TITLE SERVICES, NC., AND STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 7B1, 8, 11B, 13, 14, 16, 18, AND 20 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 14, 2022.

 JUNE 3, 2026
TROY L. TAYLOR -JPLS
UTAH LICENSE NUMBER 6854112
ELEMENT LAND SURVEYING
2296 SOUTH 270 EAST
HEBER CITY UTAH 84032
801-657-8748
WWW.ELEMENTSURVEYING.COM
TROY@ELEMENTSURVEYING.COM



SURVEYOR'S NARRATIVE

AT THE REQUEST OF THE CLIENT, THIS SURVEY REPRESENTS THE PERFORMANCE OF AN ALTA/NSPS LAND TITLE SURVEY IN CONFORMANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS OF ALTA/NSPS LAND TITLE SURVEYS AS ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, 2026.

THE SUBJECT PROPERTY IS COMPRISED OF FOUR PARCELS OF LAND BEING SITUATED IN WASATCH COUNTY. WITH WASATCH COUNTY SERIAL NUMBERS 00-0021-2027, 00-0007-7847, 00-0021-2028, AND 00-0022-2247

TABLE "A" NOTES

1. MONUMENTS WERE PLACED OR FOUND AND EXCEPTED A SHOWN ON THIS SURVEY.
2. STREET ADDRESS IS APPROXIMATELY 3390 N HIGHWAY 40, HEBER CITY UTAH. AS SHOWN ON THE WASATCH COUNTY PARCEL ONLINE MAP
3. THE FLOOD ZONE CLASSIFICATION FOR THE PROPERTIES IS ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FIRM MAP FOR WASATCH COUNTY NUMBER 4905IC0016E, PANEL 116 OF 775, HAVING AN EFFECTIVE DATE OF MARCH 15, 2012.
4. THE GROSS LAND AREA IS 11.17 ACRES.
5. VERTICAL RELIEF FOR THIS MAP IS BASED NAVD88 ELEVATIONS. WITH A BENCHMARK ELEVATION OF 5821.75 AT THE EAST 1/4 CORNER OF SECTION 19.
- 7A. EXTERIOR DIMENSIONS OF THE MAIN BUILDING AT GROUND LEVEL ARE AS SHOWN ON THIS MAP.
- 7B1. THE SQUARE FOOTAGE OF THE MAIN BUILDING IS 2265 SQ.FT.
8. NO SUBSTANTIAL FEATURES WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- 11B. UTILITIES SHOWN ARE BASED ON VISIBLE OBSERVATION ONLY. NO UTILITY MARKINGS WERE WERE COORDINATED.
13. NAMES OF ADJOINING OWNERS ARE AS SHOWN ON THIS SURVEY.
14. THE DISTANCE TO THE NEAREST INTERSECTING STREET IS 860 FEET FROM THE NORTHWEST CORNER OF THE PROPERTY TO THE CENTER LINE OF MOULTON LANE.
16. NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK FOR THIS SURVEY.
18. ALL EASEMENTS THAT HAVE BEEN PROVIDED BY THE CLIENT IN THE TITLE REPORT ARE AS SHOWN ON THIS SURVEY.
20. NO POTENTIAL ENCROACHMENTS WERE OBSERVED IN THE PROCESS OF THE SURVEY.

TITLE REPORT SCHEDULE B, PART II EXCEPTIONS

THE EXCEPTIONS LISTED ON SCHEDULE B PART II OF THE TITLE INSURANCE POLICY AS PROVIDED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 2400104-2, COMMITMENT DATE JULY 11, 2025 AT 8:00 A.M. (PERTAINING TO PARCEL 00-0022-2247)

16. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY.
17. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY. (SAME AS #16)

THE EXCEPTIONS LISTED ON SCHEDULE B PART II OF THE TITLE INSURANCE POLICY AS PROVIDED BY INWEST TITLE SERVICES, INC, ORDER NUMBER 290572, COMMITMENT DATE OCTOBER 14, 2021 AT 6:00 P.M. (PERTAINING TO PARCELS 00-0021-2027, 00-0007-7847, & 00-0021-2028)

9. & 10. PERPETUAL EASEMENT FOR UDOT CONSTRUCTION OF IRRIGATION FACILITIES AND APPURTENANT PARTS INCIDENT THE WIDENING OF HIGHWAY STATE ROUTE 40, EASEMENT EXPIRES UPON THE COMPLETION OF THE CONSTRUCTION OF SAID PROJECT OR 5 YEARS AFTER THE DATE OF THE EXECUTION OF THE INSTRUMENT. (NOT PLOTTED)
11. PERPETUAL EASEMENT FOR UDOT CONSTRUCTION OF IRRIGATION DITCHES, ACCESS ROADS, CUT AND/OR FILL SLOPES AND APPURTENANT PARTS. LOCATED IN THE SOUTHWEST AREA OF THE PROPERTY (DESCRIPTION PLOTS OUTSIDE OF PROPERTY BOUNDARY)
12. CANAL EASEMENT FOR THE TIMPANOGOS CANAL EFFECTING THE EASTERLY BOUNDARY OF THE PROPERTY.
13. TERMINATION OF TEMPORARY EASEMENT USED DURING THE CONSTRUCTION OF THE TIMPANOGOS CANAL (NOT PLOTTED)
14. CANAL EASEMENT FOR THE TIMPANOGOS CANAL EFFECTING THE EASTERLY BOUNDARY OF THE PROPERTY.
15. NOTICE OF INTEREST FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14.
16. NOTICE OF LOCATION OF EASEMENT FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14.
17. ASSIGNMENT OF NOTICE OF LOCATION OF EASEMENT FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14.
18. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY.
19. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY. (SAME AS #18)
20. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE NORTHWEST SIDE OF THE PROPERTY.
21. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE NORTHWEST SIDE OF THE PROPERTY.

BOUNDARY DESCRIPTION

PARCEL DESCRIPTIONS AS SHOWN IN THE TITLE REPORT BY INWEST TITLE SERVICES COMMITMENT NUMBER 290572

PARCEL 1: (PARCEL NO.: 00-0007-7847/SERIAL NO.: OWC-0537-0-019-035) ADDRESS: 3390 N HWY 40, HEBER CITY, UT 84032 COMMENCING AT A POINT HAVING STATE PLANE RECTANGULAR COORDINATES OF X:2022919.84 AND Y:806794.95 (BASED ON THE CONFORMAL PROJECTION, UTAH CENTRAL ZONE); SAID POINT ALSO BEING SOUTH 935.47 FEET AND EAST 1646.19 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 87°18'04" WEST 515.93 FEET; THENCE NORTH 28°34'26" WEST 129.47 FEET; THENCE NORTH 64°00' EAST 50.0 FEET; THENCE NORTH 18°56'24" WEST 153.68 FEET; THENCE NORTH 68°25'30" EAST 492.04 FEET; THENCE SOUTH 49°00'48" EAST 30.21 FEET; THENCE SOUTH 32°32'13" EAST 96.2 FEET; THENCE SOUTH 52°35'46" WEST 139.24 FEET; THENCE SOUTH 32°30'37" EAST 298.9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PORTION OF THE THOMAS W. AND PAULA P. ANDERSON PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION NINETEEN (19), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, SALT LAKE BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND TWENTY-FIVE (25.00) FEET WIDE, TWENTY-FIVE (25.00) FEET RIGHT OR WESTERLY FROM THE CENTER LINE OF THE WASATCH CANAL, FROM STATION 97+22 TO 98+44: BEGINNING AT A POINT IN THE CENTERLINE OF THE WASATCH CANAL (STATION 97+22), AS SAID CENTERLINE IS DEPICTED ON THE ATTACHED EXHIBIT A (ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF), WHICH POINT IS FOUR HUNDRED SEVENTY-SIX AND SEVENTY-NINE HUNDREDTHS (476.79) FEET SOUTH AND ELEVEN HUNDRED AND FIFTY-SIX HUNDREDTHS (1100.56) FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976); THENCE SOUTHEASTERLY SIXTY-FOUR AND TWENTY-FOUR HUNDREDTHS (64.24) FEET ALONG THE ARC OF A ONE HUNDRED FORTY (140.00) FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 39°17'21" EAST SIXTY-THREE AND SIXTY-EIGHT HUNDREDTHS (63.68) FEET) TO THE POINT OF REVERSE CURVATURE OF A ONE HUNDRED SEVENTY-TWO AND FIFTY-FIVE HUNDREDTHS (172.55) FOOT RADIUS CURVE; THENCE SOUTHEASTERLY FIFTY-EIGHT AND FIFTY HUNDREDTHS (58.50) FEET ALONG THE ARC OF SAID CURVE TO A POINT (STATION 98+44) ONE THOUSAND TWENTY-SIX AND FOURTEEN HUNDREDTHS (1026.14) FEET WEST AND FIVE HUNDRED SEVENTY-THREE AND TWENTY-SIX HUNDREDTHS (573.26) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976).

EXCEPTING THE PORTION THAT LIES WITHIN THE HALL FAMILY PARTNERSHIP TRACT, (ENTRY NO. 185608, RECORDED MARCH 21, 1996, IN BOOK 318, AT PAGE 410, WASATCH COUNTY, UTAH).

THE SIDE BOUNDARIES OF SAID STRIP ARE TO BE SHORTENED OR EXTENDED SO AS TO BEGIN ON SAID NORTHERLY BOUNDARY LINE AND END ON SAID SOUTHERLY BOUNDARY LINE OF SAID PROPERTY BOUNDARY.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (PARCEL NO.: 00-0021-2027/ SERIAL NO.: OWC-0539-5-019-035) ADDRESS: NONE ASSIGNED BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING. SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 3: (PARCEL NO.: 00-0021-2028/ SERIAL NO.: OWC-0539-6-019-035) ADDRESS: NONE ASSIGNED BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING. SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL DESCRIPTIONS AS SHOWN IN THE TITLE REPORT BY STEWART TITLE GUARANTY COMPANY COMMITMENT NUMBER 2400104-2

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40; SAID POINT OF BEGINNING BEING ON A POINT OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30" EAST; THENCE 310.64 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 03°23'04", WITH A CHORD BEARING AND DISTANCE OF N 26°20'58" W 310.59 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N69°59'44"E 47.73 FEET; THENCE S24°49'58"E 150.13 FEET; THENCE N68°41'35"E 24.24 FEET; THENCE S18°56'53"E 154.68 FEET; THENCE S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, SAID POINT BEING SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 63°59'24" EAST 4.39 FEET; THENCE SOUTH 28°34'26" EAST 130.38 FEET; THENCE SOUTH 87°13'09" WEST 4.87 FEET; THENCE NORTH 28°34'26" WEST 128.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 00°30'00" EAST FROM THE FOUND WASATCH COUNTY 1976 ASPEN MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 19 TO THE FOUND WASATCH COUNTY ALUMINUM CAP AND PIPE MARKING THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED OVERALL BOUNDARY

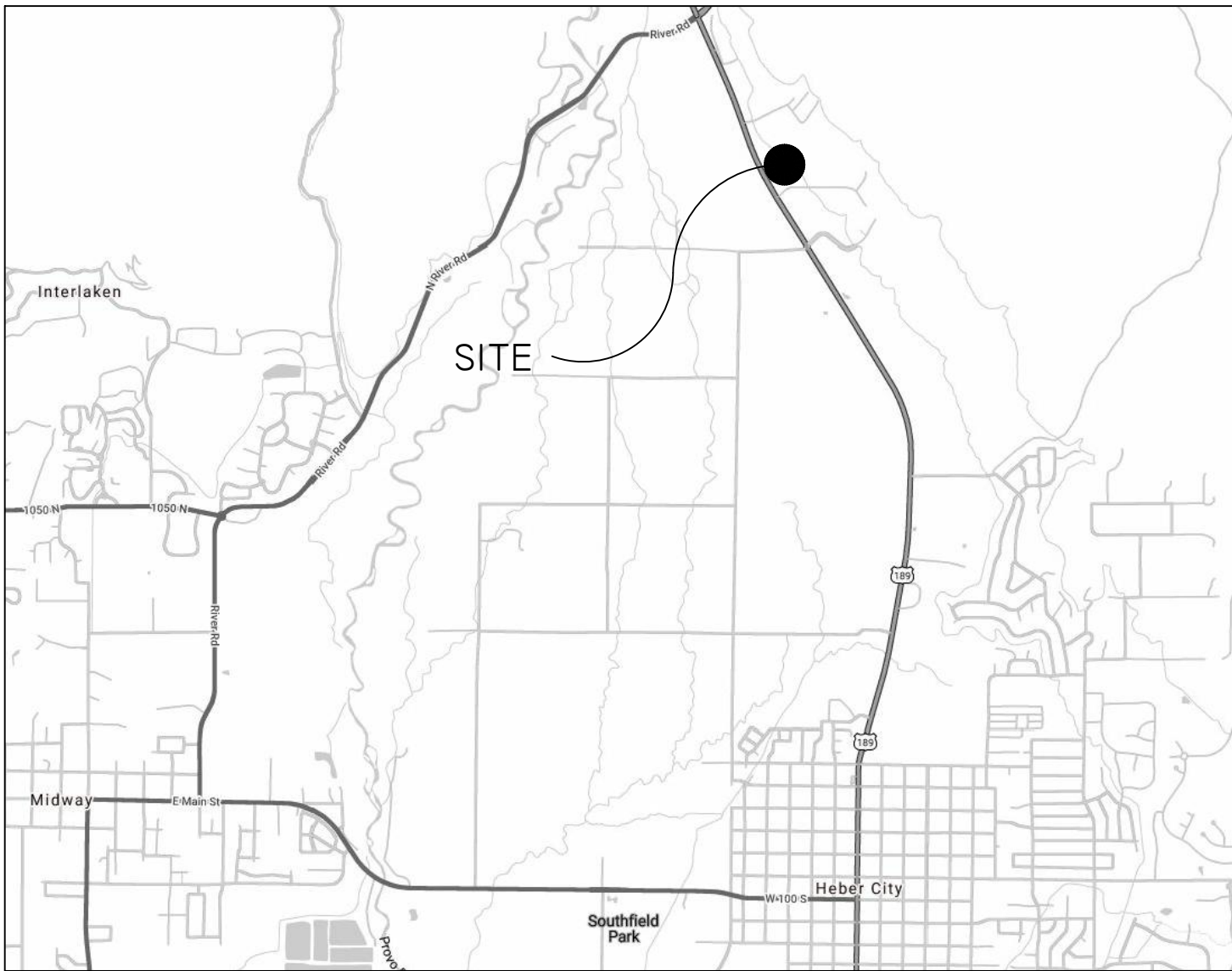
BEGINNING AT A POINT LOCATED SOUTH 00°30'00" EAST ALONG THE SECTION LINE 1087.19 FEET AND WEST 670.37 FEET FROM THE FOUND WASATCH COUNTY 1976 BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'28" WEST 465.33 FEET ALONG A FENCE LINE; THENCE SOUTH 42°04'20" WEST 263.72 FEET ALONG A FENCE TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE NORTH 31°21'37" WEST 402.47 FEET ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTH 87°13'09" EAST 4.87 FEET; THENCE NORTH 28°34'26" WEST 130.38 FEET; THENCE NORTH 64°00'00" EAST 2.27 FEET; THENCE ALONG THE ARC OF A 5258.78 FOOT RADIUS CURVE TO THE RIGHT 309.58 FEET (CHORD BEARS NORTH 26°20'37" WEST 309.54 FEET); THENCE NORTH 69°49'27" EAST 48.59 FEET; THENCE NORTH 69°59'05" EAST 399.34 FEET ALONG A FENCE TO THE CENTER LINE OF THE WASATCH CANAL; THENCE ALONG SAID CENTER LINE THE FOLLOWING 10 (TEN) CALLS: 1) SOUTH 70°20'17" EAST 104.96 FEET, 2) SOUTH 62°37'14" EAST 78.81 FEET, 3) SOUTH 39°53'29" EAST 132.39 FEET, 4) SOUTH 55°57'44" EAST 111.02 FEET, 5) SOUTH 43°39'59" EAST 56.24 FEET, 6) SOUTH 32°00'02" EAST 23.20 FEET, 7) SOUTH 20°24'36" EAST 117.27 FEET, 8) SOUTH 41°35'39" EAST 119.93 FEET, 9) SOUTH 24°37'46" EAST 140.91 FEET, AND 10) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.

AREA = 11.17ACRES

NOTES

1. THE AS SURVEYED BOUNDARY IS THE OVERALL BOUNDARY OF THE PARCELS LISTED IN THE TWO TITLE REPORTS.
2. THE EASTERLY BOUNDARY CALLS FOR AND MOSTLY FOLLOWS THE CENTER LINE OF THE WASATCH CANAL. EASEMENTS FOR THE CANAL WERE FOUND ON FILE AND OF RECORD AT THE WASATCH COUNTY RECORDERS OFFICE AND ARE AS SHOWN ON THIS SURVEY.
3. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON NAVD88 ELEVATIONS.

VICINITY MAP



ALTA/NSPS SURVEY

WASATCH COUNTY

LOCATED IN THE NORTHEAST 1/4 OF SEC 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE
BASE AND MERIDIAN

FINCH CREEK TOWNHOMES LLC

FINCH CREEK ALTA

PREPARED FOR:

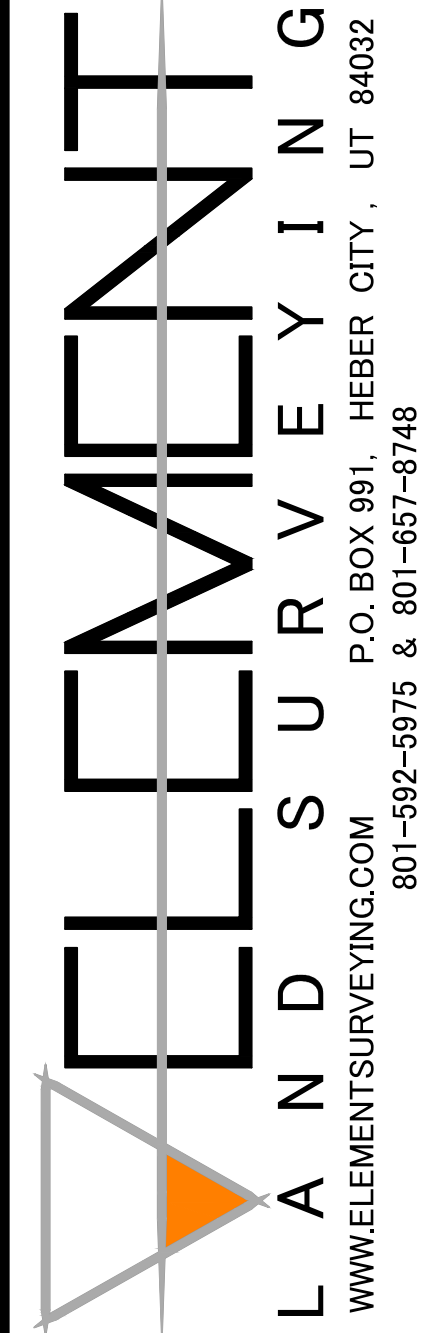
26-04-135

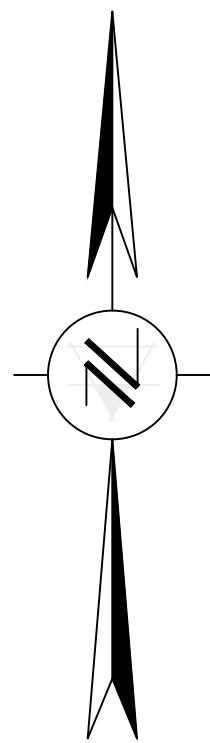
PROJECT:

1 OF 2

PROJECT NO.

SHEET

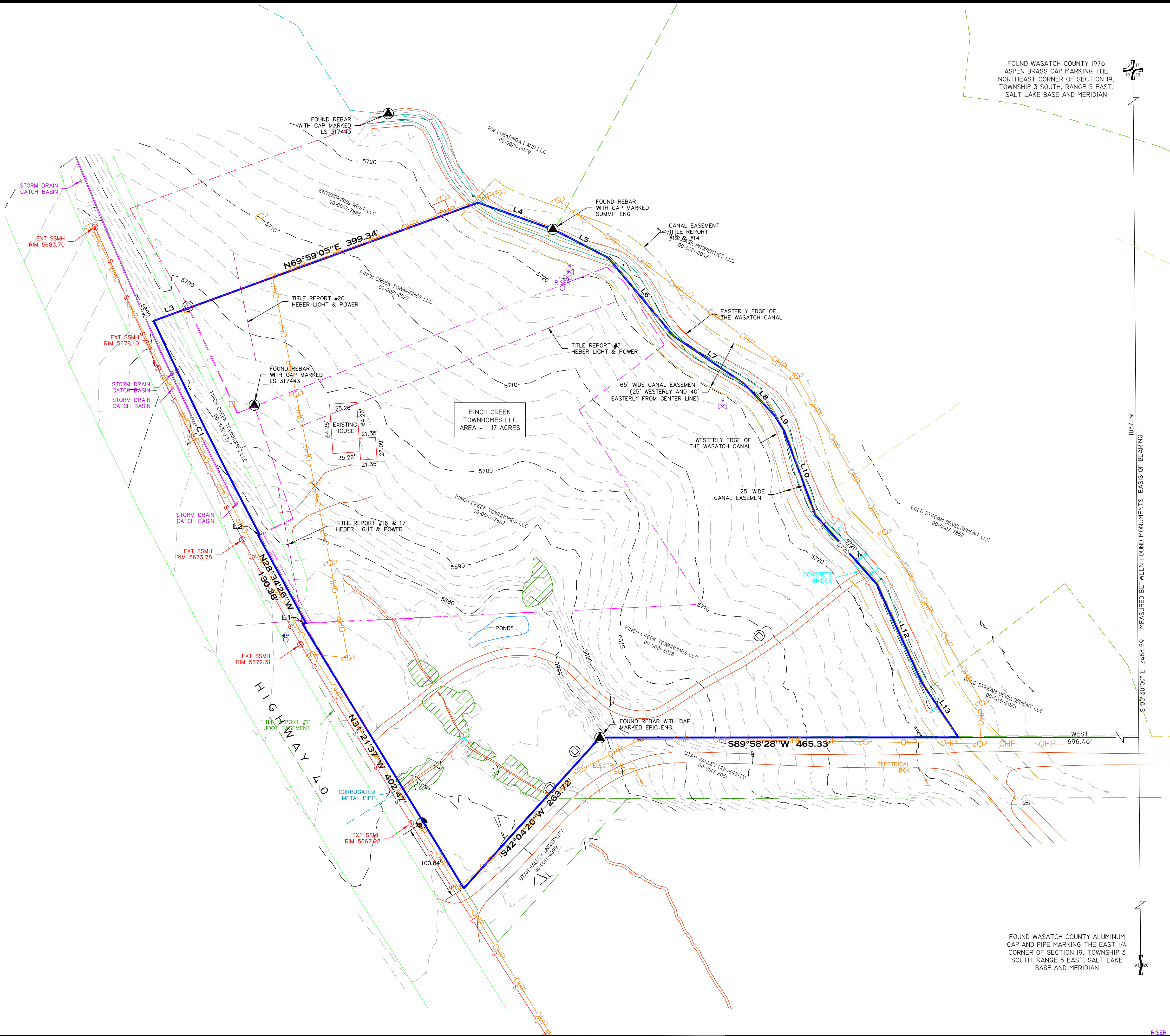
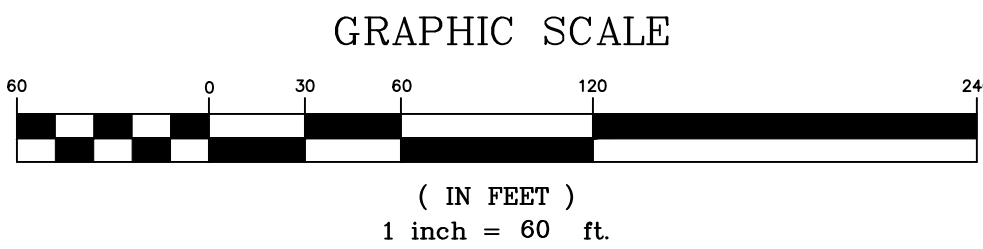




SYMBOL LEGEND	
	SURVEY BOUNDARY
	ADJOINING PARCEL LINE
	CANAL EASEMENT
	EXISTING CONTOURS
	EXISTING SEWER LINE
	EXISTING FIELD FENCE
	EXISTING CHAINLINK FENCE
	SET REBAR WITH CAP (AS NOTED ON DRAWING)
	FOUND REBAR WITH CAP (AS NOTED ON DRAWING)
	FOUND REBAR (AS NOTED ON DRAWING)
	FOUND T-POST (AS NOTED ON DRAWING)
	FOUND UDOT RIGHT OF WAY MARKER (AS NOTED ON DRAWING)
	FOUND SECTION CORNERS (AS NOTED ON DRAWING)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	309.58'	5258.78'	3°22'23"	309.54'	N26°20'37"W	154.84'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	4.87'	N87°13'09"E
L2	2.27'	N64°00'00"E
L3	48.59'	N69°49'27"E
L4	104.96'	S70°20'17"E
L5	78.81'	S62°37'14"E
L6	132.39'	S39°53'29"E
L7	111.02'	S55°57'44"E
L8	56.24'	S43°39'59"E
L9	23.20'	S32°00'02"E
L10	117.27'	S20°24'36"E
L11	119.93'	S41°35'39"E
L12	140.91'	S24°37'46"E
L13	85.31'	S33°44'06"E



CLEMENT
LAND SURVEYING
P.O. BOX 991, HEBER CITY, UT 84032
WWW.ELEMENTSURVEYING.COM
801-592-5975 & 801-657-8748

ALTA/NSPS SURVEY

WASATCH COUNTY

LOCATED IN THE NORTHEAST 1/4 OF SEC 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE
BASE AND MERIDIAN

FINCH CREEK TOWNHOMES LLC

FINCH CREEK ALTA

PROJECT NO.
26-04-135

PREPARED FOR:
FINCH CREEK TOWNHOMES LLC

SHEET
2 OF 2

Modifications to Existing Development Agreement

The City Council previously approved a Development Agreement for the Finch Creek Project. The Applicant is in the process of reviewing and refining aspects of the proposal for consideration by City Council. Chief among the changes will be updating the procedural history to account for the fact that annexation of the property has occurred, updating references to plans and studies adopted over the past few years, and amending an affordable housing agreement to bring it into alignment with the current Heber City Code and current practice.

The Applicant also made substantial modifications to the Project in response to engineering and code compliance issues that arose after the approval of the existing project. For example, the existing entitlement includes townhomes in a zero lot-line configuration that does not leave adequate space for utilities. It also consists of 138 identical townhomes contrary to the non-monotony provisions of Heber City Code.

The Applicant's updated proposal reduces the Project from 138 total units to 108 units while increasing setbacks. This reduction in units resolves the practical engineering concerns in the existing entitlement. The updated proposal also adds 20-foot driveways to the units that allow for utility placement along with ample off-street resident and guest parking. It also allows safer ingress and egress from the individual units.

The Applicant has endeavored to address the practical concerns associated with the current entitlement. However, given site conditions there are a limited number of exceptions that it anticipates requiring from code, including the following:

1. No true retail or commercial is anticipated; however, the Applicant shall construct and use one detached building as a clubhouse and wellness center for residents of Finch Creek in the approximate location and size shown on the Site Plan.
2. The Applicant will meet the Parks requirements by providing amenities including a courtyard, pickleball courts, and a multi-use trail. Consistent with Heber City Code section 18.21.050.2.8 the Applicant requests that parking near these amenities count towards the open space. The trail shown on the Site Plan near the courtyard and greenspace shall count as a sidewalk for the purpose of meeting the requirements of a courtyard. To the extent applicable, the Applicant also requests that it be exempt from the proximity requirements of 18.21.050.2.9.¹
3. The Sensitive Lands Analysis shows minor areas where the slope may exceed thirty percent (30%). In addition, the Sensitive Lands Ordinance limits cuts below the canal to 2H:1V without engineered retaining walls. The Applicant requests that it be allowed to make limited improvements in these areas as generally shown on the Site Plan, subject

¹ Heber City Code Section 18.21.050.29 ("All dwelling units shall have access to at least one local park or open space within one-quarter mile and one neighborhood park within a half mile as measured from property lines").

to the requirement that it obtain a geotechnical engineering analysis for the areas below the Wasatch Canal to ensure that it is stable when the improvements—including any structured retaining—are installed. The engineering and associated geotechnical report shall include mitigation and design criteria for all areas over 30% slope and any areas where cuts or retaining are proposed below the Wasatch Canal within the 2H:1V slope area.

4. The Applicant shall be permitted to use private roads, measuring thirty-two (32) feet from back of curb to back of curb in the approximate locations shown and as generally depicted on the Site Plan. All parking shall be provided in dedicated parking spaces and not on these private roads. The Applicant shall still be subject to participate in construction of the public road system as contemplated by the Area Master Transportation Plan.
5. The glazing requirement for the first story of residential units within the Property may be ten percent (10%).
6. The Applicant's proposed garage parking shall count towards the parking requirements of each residential unit to meet the requirements of Chapter 18.72 of Heber City Code. In light of the garage parking spaces, the Applicant shall not be required to construct any additional on-street or off-street parking, other than that shown generally on the Site Plan. Driveways shall be permitted to be used to meet additional parking requirements for Accessory Dwelling Unit ("ADU") purposes. Driveways used to meet ADU parking requirements must be a minimum of twenty feet long to allow for adequate space for parking.
7. The Applicant shall not be required to meet the scenic buffer requirements for the portion of the Project connecting into the existing private frontage road near Moulton Lane. Based on the landscape buffering and viewpoint from Highway 40, the Project shall be excepted from the monotony requirements, presently codified in City Code section 18.21.030.3. However, the Project shall contain a mix of styles, as conceptualized in the Site Plan.
8. To facilitate access, roads and hard surfaces are permitted and may be constructed in the approximate location shown on the Site Plan within the seventy-five foot (75') setback ordinarily required for the scenic buffer under City Code section 18.21.010.1.4.
9. The Applicant shall be entitled to develop the project according to the building siting, street layout, street network, blocks, block lengths, sidewalks, connectivity, landscaping screening, access, and trails as generally shown in the approximate location as shown on the Site Plan, subject to City's vested laws except as excepted under this Agreement.

WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032

Tax Parcel Nos.:

(Space above for Recorder's use only.)

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE FINCH CREEK DEVELOPMENT**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FINCH CREEK MIXED USE DEVELOPMENT (this "**Agreement**") is made and entered into as of the date last signed below, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**") and Finch Creek, LLC, a Utah limited liability company ("**Finch Creek**" or "**Property Owner**"). Finch Creek and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

- A. On December 5th, 2002, City and Finch Creek entered into the Development Agreement for the Finch Creek Mixed Use Development (the "**Development Agreement**"),
- B. The Parties desire to amend the Development Agreement as set forth herein.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Finch Creek agree as follows:

Amendment Paragraph I. Subparagraphs 1.2.14, 1.2.36, 1.2.59 and 1.2.63 of the Development Agreement shall be deleted and replaced with the following:

1.2.14. **City North Village Master Plan** shall mean the City's North Village Master Plan 2022 to 2042, dated September 20, 2022.

1.2.59 **Site Plan** means the Site Plan attached hereto as **Exhibit B**. The street configurations, building types and locations, and layout for the Project shall generally comply with Site Plan.

1.2.63. **Zone** means the City's North Village Overlay District Zone, University Village sub-district.

Amendment Paragraph II. The following language shall be added to Paragraph 2 of the Development Agreement:

2.1. **Exceptions to City Code and Standards.** Notwithstanding the foregoing, Heber City acknowledges that, as part of this development agreement, it is granting certain exceptions to the Heber City Municipal Code (“City Code”), including:

2.1.1. **Clubhouse and Wellness Center in Lieu of Commercial Use.** No retail or commercial development shall be required within the Property. Property Owner shall be entitled to construct and use one detached building as a clubhouse and wellness center for the residents of Finch Creek, in the approximate location and size shown on the Site Plan.

2.1.2. **Park Amenities; Parking Counted as Open Space; Trail as Sidewalk; Proximity Exemption.** Property Owner shall satisfy the parks requirement through amenities including a courtyard, pickleball courts, and a multi-use trail. Consistent with Heber City Code section 18.21.050.2.8, parking provided near such amenities shall count toward the open space calculation. The trail shown on the Site Plan near the courtyard and green space shall count as a sidewalk for purposes of meeting the courtyard requirements, including the trail located near Highway 40. Property Owner shall be exempt from the proximity requirements of Heber City Code section 18.21.050.2.9 to the extent applicable.

2.1.3. **Sensitive Lands and Slope Exception.** The Sensitive Lands Analysis shows minor areas where the natural slope may exceed thirty percent (30%), and the Sensitive Lands Ordinance limits cuts below the Wasatch Canal to a maximum of 2H:1V without engineered retaining walls. Property Owner shall be permitted to make limited improvements in such areas, as generally shown on the Site Plan, provided that Property Owner obtains a geotechnical engineering analysis for the areas below the Wasatch Canal confirming that the areas will be stable when the improvements, including any structural retaining walls, are installed. The geotechnical report shall include mitigation and design criteria for all areas exceeding thirty percent (30%) slope and for any cuts or retaining walls proposed below the Wasatch Canal within the 2H:1V slope area.

2.1.4. **Private Roads.** Property Owner shall be permitted to construct private roads measuring thirty-two feet (32') from back of curb to back of curb, in the approximate locations generally depicted on the Site Plan. Property Owner shall

remain subject to its obligation to participate in construction of the public road system as contemplated by the Area Master Transportation Plan.

2.1.5. Glazing Requirement. The first-story glazing requirement for residential units within the Property shall be reduced to ten percent (10%).

2.1.6. Garage and Driveway Parking; ADUs. Garage parking provided by Property Owner shall count toward the parking requirements of each residential unit for purposes of Chapter 18.72 of the Heber City Code. In light of such garage parking, Property Owner shall not be required to construct any additional on-street or off-street parking beyond that generally shown on the Site Plan. Driveways may be used to satisfy additional parking requirements applicable to Accessory Dwelling Units (“ADUs”), provided that any driveway used for ADU parking purposes is a minimum of twenty feet (20') in length.

2.1.7. Scenic Buffer and Monotony Exception, Moulton Lane Frontage. Property Owner shall not be required to meet the scenic buffer requirements for the portion of the Project connecting into the existing private frontage road near Moulton Lane. Based on the landscape buffering and viewpoint from Highway 40, the Project shall be excepted from the monotony requirements presently codified at Heber City Code section 18.21.030.3, provided that the Project contains a mix of architectural styles as conceptualized on the Site Plan.

2.1.8. Roads and Hard Surfaces Within the Scenic Buffer Setback. Roads and hard surfaces, including the trail system and maintenance access for the retention basin, may be constructed in the approximate locations shown on the Site Plan within the seventy-five foot (75') setback otherwise required for the scenic buffer under Heber City Code section 18.21.010.1.4.

2.1.9. Site Plan Development Entitlement; NVOZ Street and Building Design Exceptions. Property Owner shall be entitled to develop the Project according to the building siting, street layout, street network, blocks, block lengths, sidewalks, connectivity, landscaping, screening, access, and trails generally shown in the approximate locations depicted on the Site Plan, subject to the City’s Vested Laws except as expressly excepted below or elsewhere in this Agreement. Without limiting the foregoing, the following specific exceptions to NVOZ Section 4.0 (Streets) and NVOZ Section 3.0 (Buildings) are granted:

(a) **Streets (NVOZ Section 4.0).** The Project is excepted from the maximum block length of five hundred feet (500') and the maximum block perimeter of two thousand feet (2,000') otherwise required under NVOZ Section 4.0, to the extent

necessary to meet the City's street grade requirements, provided that the Project maintains pedestrian connectivity throughout.

(b) **Buildings, Townhome Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of less than 10 feet, to comply with aerial access and overall building height standards. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 10% on the rear main level, due to garage doors. The Farmhouse and Mountain Modern 15% transparency requirement for third-floor side windows and the garage level is excepted, to accommodate third-floor bathroom locations that require smaller windows.

(c) **Buildings, Mansion Home Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of 9 feet. The Mountain Modern requirement that windows and doors read untrimmed, with glazing integrated into the exterior wall plane, is excepted to permit head and sill trim, consistent with the Mountain Modern architectural vernacular. The Mountain Modern requirement for exposed structural elements is excepted; exposed structural elements shall not be required, for future maintenance simplification. The requirement that garages be recessed two feet (2') is excepted, as the garages are located on what is considered the rear of the building, the private streets functioning as alleys for this purpose. The Mountain Modern requirement for decorative wood or wood-looking garage doors recessed from the front plane is excepted; the garage doors shall be wood-looking and located on the rear facade, with the front facade instead facing open space. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 17% on the rear main level. The Farmhouse and Mountain Modern 15% transparency requirement at the garage level is reduced to 12%, reflecting the transparency provided by windows on the garage doors. The Farmhouse decorative window trim width requirement of 5 to 6 inches is excepted to permit a trim width of 4 inches. The requirement that exterior lighting use shielded fixtures directing light downward is excepted to permit lighting placed beneath the roof structure. The porch requirements are excepted as follows: exposed structural elements shall not be required for the porch structure, for future maintenance simplification; upper-level deck railings may be metal atop an enclosed parapet wall in lieu of turned balusters, square balusters, or steel; and, of the five porch roofs on the Mansion Home product, the center porch roof may be a gable roof rather than the forward-facing shed or hip roof form otherwise required (the remaining four comply without exception). The Farmhouse window-

grouping requirement (individual units or pairs) is excepted to permit window triplets in the locations shown on the elevations, in addition to singles and doubles.

(d) **Buildings, Townhome and Mansion Home Products (Shared).** The requirement that parking be located in the rear yard (alley-loaded) is excepted due to topography. Garages shall instead be accessed from the internal private street network, which functions as an alley for this purpose, with the front of the units facing open space. Property Owner shall provide thirty (30) guest parking spaces for the townhome product, exceeding the twenty-seven (27) spaces otherwise required. The courtyard configuration requirement (three buildings of five units each, with a minimum of fifty feet (50') between buildings) is excepted to permit the eight-building, V-shaped courtyard configuration shown on the Site Plan, with building-to-building distance across the green space as shown on the Site Plan. The buildings shown on the Site Plan shall be deemed to meet the intent of the Build-To Zone and Front Property Line Coverage requirements because they face onto open space rather than onto the private streets.

Amendment Paragraph III. Paragraph 3 of the Development Agreement shall be deleted and replaced with the following:

3. Development of the Property in Compliance with the Site Plan

3.1. **Project Density.** With the augmentation of the Property, Property Owners shall be entitled to and are vested with the right to develop and construct up to 71.94 ERUs, consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Base Density Entitlements**”). The Base Density Entitlements represent the base density allocation per gross acre allowed by the City’s Vested Laws and have been approved pursuant to the City’s review of the Site Plan in accordance with the requirements of the North Village Overlay District Zone and University Village sub-district. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 3.59 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Bonus Density Entitlements,**” and together with the Base Density Entitlements, the “**Development Entitlements**”), which reflects a five percent (5%) increase in base density granted by reason of the Low Income Housing requirements imposed pursuant to this Agreement.

3.2. **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City Code as set forth in Chapter 18.117 of the City’s Vested Laws. Uses on the Property shall not include stacked flats unless approved by the City Council. The general street configurations, building types,

and general layout for the Project shall comply with the Site Plan, subject to the exceptions identified in this Agreement.

3.3. Low Income Housing Requirements. For the purposes of this Agreement, Low Income or Affordable Housing shall maintain a price that is affordable for individuals or families with an income of less than 60% of the average median income (AMI) in Wasatch County, Utah. A minimum of 3.5 ERU's shall be deed restricted in perpetuity and sold or rented at an affordable rate to families earning no more than sixty percent (60%) of the average median income (60% AMI). Property Owners shall also be entitled to allocate any such Low Income Housing requirements to Developers and/or Sub developers as they may elect. Developer and the City shall follow and comply with any deed restrictions as outlined in the Low Income Housing Ordinance & Plan. Payment of a fee in lieu to fulfill the requirements of the Low Income Housing Ordinance & Plan must be specifically agreed to by the City.

3.3.1. Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes at FINCH CREEK DEVELOPMENT. Prior to final approval for the Finch Creek Development, and, prior to transfer of ownership from Developer/ Owner of any Affordable Housing Units/ Homes, Developer/ Owner shall negotiate and enter into with the City a ***Deed Restrictions Covenant***, (*which shall be recorded with the Wasatch County Recorder*), that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Units/homes at Finch Creek Development, Heber City, Wasatch County, Utah. Some of the terms of such a Covenant should include, but shall not be limited to the following:

(a) The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

(b) The City shall forever retain the right to purchase all Affordable housing units, in perpetuity, pursuant to such a Covenant running with the land and units.

(c) Administration and Enforcement. The City shall have the right to enforce the terms of such a Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Heber City Police Department shall be authorized to investigate certain affordable housing violations and to issue citations pursuant to applicable City Code and State Statute. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

3.3.2. Off-site Low Income Housing. At the discretion of the Property Owners, some or all of the affordable housing requirements may be met in partnership with the City to allow construction and location of affordable housing units off site on any available property whether owned by the City, third parties or other entities. The exact details of such an arrangement, if presented by the City and discretionally negotiated by developer, would be negotiated with the City at the time of development, if possible, and if the City has the property available at that time. It is the intent that such option would not reduce the developer's requirements below that required in this MDA.

3.3.3. Timing. At least 50 percent of the required Low Income Housing units shall be constructed no later than the construction of the first 50 percent of the Market Rate units. The full Low Income Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units.

3.3.4. Rights of First Offer. For any Affordable Housing unit offered for sale, Heber City, or its designee, shall have the first right to purchase such unit (aka, AMI deed restricted properties, or affordable deed restricted units). In the event the City does not exercise or execute on its said option to purchase, the applicable Affordable Housing unit may be sold to a member of the general public meeting the applicable income qualification requirements.

Amendment Paragraph IV. Paragraph 15 of the Development Agreement shall be replaced with the following:

15. Notices. All notices required or permitted under this Amended Development 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 Property Owner:

Finch Creek, LLC
Attn: James Stout
1113 S. 500 W.
Bountiful, UT 84010
Hoggan Lee Hutchinson
Attn: Justin Keys
1225 Deer Valley Dr., Ste. 201
Park City, UT 84060

To the City:

City of Heber
Attn: City Recorder
75 North Main Street
Heber, Utah 84032

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

15.1.2. **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

15.1.3. **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.

15.1.4. **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.

Amendment Paragraph V. Paragraph 16 of the Development Agreement shall be replaced with the following:

16. Administrative Amendment

16.1. **Scope of Administrative Amendments.** To the extent allowed under Utah state law, the following modifications to this Agreement may be considered and approved by the Administrator:

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

16.1.2. **Design Guidelines.** Modifications of or variations from the Design Guidelines.

16.1.3. **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Property Owner or its successors or assigns.

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

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

16.2.1. **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.

16.2.2. **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed twenty-one (21) 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.

16.2.3. **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 Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the 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 16.2.2. 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.

16.2.4. City Council Requirement of Modification Application Processing. If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

16.2.5. 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 Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

Amendment Paragraph VI. Exhibit A (Legal Description) and Exhibit C (Site Plan) of the Development Agreement shall be removed and replaced with Exhibits 1 and 2 attached hereto.

Amendment Paragraph VII. This Amendment may be executed in counterparts, which, when complied together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.

Amendment Paragraph VIII. Except as expressly amended herein, the Development Agreement remains in full force and effect.

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

PROPERTY OWNER

Finch Creek, LLC
Utah limited liability company

By: _____
Name: James Stout
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :§.
CITY OF _____)

On the ____ day of _____, 2026, personally appeared before me James Stout, who being by me duly sworn, did say that he is the Manager of Finch Creek, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

Approved as to form and legality:

Attest:
City Recorder

City Attorney

By: _____

By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :§.
CITY OF _____)

On the ____ day of _____, 2026, personally appeared before me Heidi Franco, 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's by authority of its governing body.

NOTARY PUBLIC

EXHIBIT 1

Legal Description



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Options and Recommendations for Heber City Justice Court Operations
RESPONSIBLE: Matt Brower, Parker Sever
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Heber City Justice Court Judge Randy Birch did not seek retention in the upcoming November general election. Because his current term concludes on December 31, 2026, the governing body must now evaluate how to proceed with the Heber Justice Court. The two primary administrative paths under consideration are: 1) Consolidation—entering into an interlocal agreement with Wasatch County to merge the two justice courts; 2) Continue Operating the Court—continue to operate the Heber Justice Court independently while partnering with the Administrative Office of the Courts (AOC) to recruit, evaluate, and nominate a new judge. The purpose of this agenda item is to review and discuss these available structural options.

RECOMMENDATION

Direct staff to negotiate an interlocal agreement with Wasatch County to consolidate Heber's Justice Court with Wasatch County's Justice Court.

BACKGROUND

Utah's justice court system predates the invention of the automobile, telephone, and internet. Unlike the unified state court branch, these courts are established independently by individual counties and municipalities. Across the state, the total number of justice courts has consolidated over time, dropping from a historic high of 180 down to 104 active courts. For example, St. George partners with Washington County to operate their justice court and Parowan does the same with Iron County.

Justice courts are responsible for handling Class B and C misdemeanors, ordinance violations, traffic infractions, and small claims disputes. Both local jurisdictions have deep historical roots tied to their founding. The Wasatch County Justice Court was established in 1862 alongside the initial creation of the county. Heber City Justice Court traces its origins back to the area's early settlement and eventual incorporation as a town in 1889.

Court Facilities Overview

Wasatch County: Wasatch County recently completed a courts expansion project totaling \$23

million, designed to modernize and secure the Wasatch County Justice Center located in Heber City. The project consisted of 20,000 square feet of new construction and remodeling 12,000 square feet of existing building space. This brought the total campus facility footprint to over 65,000 square feet. Their Justice Court has its own office space and courtroom. The court is open 5 days a week, with court taking place on Wednesdays. The court's judicial operations are led by Judge Brook Sessions, who presides over the bench. The court operates with a core staff of 3 and one prosecutor.

Heber City: In 2016, Heber City constructed a new 24,800 square-foot public safety building which included a clerk's office and courtroom. The court is open 5 days per week with court taking place on Thursdays—in-person court is held once per month and virtually three times per month. The court's judicial operations are led by Judge Randy B. Birch, who presides over the bench. The court currently operates with a core staff of 2 and one prosecutor (Note: Previous fiscal years included a part-time position which was not included in the current fiscal year budget. It's expected this position would have to be added to the current fiscal year budget if consolidation does not take place).

Total Court Cases (Calendar Year 2025)

Total justice court cases for Wasatch County in 2025 was 3,644; whereas Heber City had 2,243 cases. The comparative summary table below highlights charges by category for each court for calendar year 2025. For more information on 2025 court dispositions by category for the Wasatch County and Heber Justice Courts, please refer to the attachment entitled 2025 Court Dispositions.

DISCUSSION

Court Consolidation: Consolidating the local justice courts requires two steps: formal approval from the Utah Judicial Council and the execution of a negotiated interlocal agreement between Heber City and Wasatch County. To assist the council, a sample interlocal agreement outlining how a consolidated system functions is included as an exhibit to this staff report. If the council signals its intent to formally explore this consolidation path, the Utah Judicial Council plans to place the request directly on its upcoming September 21, 2026 meeting agenda. Staff would also commence negotiations on an interlocal agreement with Wasatch County as soon as reasonably possible. Its also important to note, that under Utah state guidelines, the Administrative Office of the Courts (AOC) handles administrative support for such structural transitions, ensuring the final interlocal agreement complies fully with state judicial rules.

Preliminary discussions with Wasatch County Justice Court representatives indicate that consolidating the courts would require adding two full-time positions to the Wasatch County Justice Court. This structural shift would potentially allow for the direct transfer of Heber City's current justice court clerks to the county payroll. Detailed logistics regarding this staff transfer—such as salary, benefits packages, and accrued leave time—would be formally finalized within the interlocal agreement.

The Wasatch County court clerk has confirmed they are fully capable of resolving all administrative and structural logistics to meet a December 31, 2026, consolidation deadline. Wasatch County will continue to manage and fully fund all bailiff operations internally, requiring no ongoing operational or financial support from Heber City. The county's existing justice court prosecutor is expected to absorb the incoming municipal caseload, eliminating the need to hire an additional prosecutor. Costs associated with the City's prosecutor would continue to be born by the city as a reassignment would take place.

Wasatch County has also submitted a letter, included as an exhibit, communicating their interest in

exploring an interlocal agreement.

Reasons to consolidate:

- 1) 50% of defendants in Heber's justice court don't live in Heber city.
- 2) Courtroom and office space can be repurposed, granting the city critical space to meet growing staffing demands. This repurposing would allow the city to avoid costs associated with new construction, which is significantly more costly than remodeling.
- 3) Financials are generally a wash.
- 4) Courts are intended to be separate from political influence. Therefore, the city doesn't lose any control.
- 5) Because the courts operate in such close geographical proximity within Heber City, consolidating the two entities would require no major travel adjustments for local residents or law enforcement officers.
- 6) City bailiff staff can be reassigned to other duties (Note: Reserve officers serve as court bailiffs. Last year, 156 hours were dedicated to this work at \$35.00 per hour or \$5,500/year).
- 7) Avoids the administrative process of nominating a new judge.
- 8) Court operations would likely be expanded in order to pick up new case load.

Continue Operating the Court: Under this alternative, Heber City would maintain its independent municipal court while partnering with the Administrative Office of the Courts (AOC) to select a new judge. Because Judge Birch did not seek retention, the city must strictly adhere to mandated state statutory guidelines to recruit, evaluate, and nominate his successor. Under this collaborative framework, the AOC takes the lead administrative role, partnering directly with the city to ensure full legal compliance. A high-level summary of these statutory selection guidelines include:

- AOC advertises the vacancy (30 days)
- AOC and Heber form the Nominating Commission (45 days)
- The Nominating Commission reviews applications and conducts interviews of potential nominees (45 days)
- Public comment period (10 days)
- Mayor Franco selects finalist (30 days)
- City council ratifies the Mayor's decision (30 days)
- AOC provides new judge orientation (if warranted)
- The Judicial Council certifies new judge

*The nominating process typically requires approximately 120 days to complete. However, many of the aforementioned steps can run concurrently thereby reducing the nominating process by 30 days or so.

Reasons to Continue Operating the Court:

- 1) Financial are generally a wash.
- 2) Courts are intended to separate from political influence. Therefore, the city doesn't retain or lose any control.
- 3) A new judge can readily be nominated with the assistance of AOC.
- 4) No transition demands or costs.

FISCAL IMPACT

Total direct court costs included in the FY '27 budget sum to: \$398,956.00. If consolidation does not take place, a part-time staff would have to be added to the clerk's office at an annual estimated cost of \$40,000. This brings total annual court costs to approximately \$440,000 for FY '27.

Net court revenue in FY '26 was \$443,680.74.

The difference between direct budgeted court costs in FY '27 and net revenue in FY '26 is approximately \$3,680.74 (\$443,680.74 - \$440,000 = \$3,680.74).

This financial analysis is based on the assumption that Wasatch County will absorb Heber City's two full-time court clerks, while eliminating the city's need to hire or fund a new judge. Additionally, it assumes the current Heber City Prosecutor will remain on the city payroll and be reassigned to handle other municipal matters. It further assumes all bailiff duties to be assumed by Wasatch County.

CONCLUSION

Heber City Justice Court Judge Randy Birch did not seek retention in the upcoming November general election. Because his current term concludes on December 31, 2026, the governing body must now evaluate how to proceed with the Heber Justice Court. The two primary administrative paths under consideration are: 1) Consolidation—entering into an interlocal agreement with Wasatch County to merge the two justice courts; 2) Continue Operating the Court—continue to operate the Heber Justice Court independently while partnering with the Administrative Office of the Courts (AOC) to recruit, evaluate, and nominate a new judge. Time is of the essence for a decision, as it will take numerous months to execute around council's preferred alternative.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Wasatch Heber Justice Court Interlocal
2. Justice Court Consolidation Letter - Wasatch County
3. Reviewing Options for the Heber Justice Court Ppt Presentation
4. 2025 Charge Dispositions

INTERLOCAL AGREEMENT GOVERNING THE USE OF THE WASATCH COUNTY JUSTICE COURT BY HEBER CITY

THIS AGREEMENT is made and entered into between WASATCH COUNTY (hereinafter "County"), a political subdivision of the State of Utah, and HEBER CITY (hereinafter "City"), a Utah municipal corporation, (together referred to as the "Parties").

WHEREAS, Title 11 Chapter 13, Utah Code Annotated, 1953, as amended, provides for interlocal cooperation between local governmental units; and

WHEREAS, Utah Code Annotated 78A-7-102(4) provides for contracts between municipalities and counties regarding the use of justice courts; and

WHEREAS, County and City desire to make the most efficient use of the currently established Wasatch County Justice Court by cooperating on a basis of mutual advantage in the use of such court; and

WHEREAS, City wishes to contract with County for County to provide justice court services for City, to promote efficient administration of justice and public safety; and

WHEREAS, County has determined that it is in the best interest of County to enter into this Agreement, is empowered by Utah Code Annotated, 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by the Wasatch County Board of Commissioners, to enter this Agreement; and

WHEREAS, City has determined that it is in the best interest of City to enter into this Agreement, are empowered by Utah Code Annotated 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by its City Council to enter this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Jurisdiction. City is hereby authorized and required by law to file with the Wasatch County Justice Court any and all criminal actions which may be prosecuted by City for violation of, and not limited to:
 - Class B and C misdemeanors as defined by Utah Code 76-3-104; and
 - Violations of Heber City ordinances; and
 - small claims as provided under Utah Code Annotated 76-3-104; and
 - Other violations that are within the territorial and subject matter jurisdiction of the Wasatch County Justice Court.
2. Duration. This Agreement shall be for a term of one (1) years from the date of execution of this Agreement. Each year thereafter, the Agreement shall automatically extend for a term of one year unless 90 days' prior written notice is given by either Party to terminate this Agreement. All renewals shall be under the same terms and conditions of this Agreement, provided, however that the parties may agree to amend the amounts paid to County for services rendered.
3. Fines. All fines and forfeitures collected by the Wasatch County Justice Court in relation to matters filed by City in such court shall be remitted as follows: (1) 25% to the City Treasurer and (2) 75% to the County Treasurer. All sums due to City shall be remitted to the City Treasurer on a quarterly basis by the County Treasurer. The security surcharge established by

Utah Code Annotated § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

4. Costs. City recognizes that the cost of the Wasatch County Justice Court administration, including salaries of the Judges, Clerks and other staff, and the physical facilities for the Wasatch County Justice Court is paid by the County. County shall continue to pay said expenses with no cost to City. City shall pay all witness fees associated with the cases cited by City into the Wasatch County Justice Court.
5. Prosecution. County agrees to prosecute the cases filed by City without further remuneration under the terms and conditions contained herein. City agrees and authorizes County to prosecute any and all cases filed in the Wasatch County Justice court by City. County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make any and all prosecutorial decisions.
6. Indigent Defendant. County shall maintain a system of providing for and funding of indigent defense counsel where requested and warranted.
7. Record Review. City shall have the right to review the records of the Wasatch County Justice Court at any reasonable time and interval and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the reporting of the amounts collected by the Wasatch County Justice Court and with respect to the disclosure of information in the Wasatch County Justice Court records for review or auditing purposes.
8. Applicable Law. County and City agree that this Agreement shall be governed by the laws of the State of Utah.
9. Liability and Indemnification. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents in connection with this agreement.

The County shall indemnify and hold harmless the City from any claims, damages, or liabilities arising from the County's negligence or willful misconduct in performing judicial services under this agreement.

The City shall indemnify and hold harmless the county from any claims, damages, or liabilities arising from the County negligence or willful misconduct in connection with this agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.
11. Vacancy of Judge. In the event of a vacancy in a justice court judges position, The County agrees to allow representation of one (1) city selected representative to sit on the hiring panel, consistent with the hiring policies of the Utah Judicial Council.
12. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
 - a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

- c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.
- f) No separate legal entity is created by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____ Date: _____
Chair

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney



Wednesday, September 9, 2026

Heber City Council
75 North Main Street
Heber City, UT 84032

Dear Members of the Heber City Council,

On behalf of Wasatch County, I am writing to express our interest in exploring the consolidation of our respective justice courts. Jurisdictions serving many of the same constituents, the County and Heber City stand to gain from a combined court structure that might better serve our residents.

We believe consolidation presents a meaningful opportunity to improve the quality and consistency of service to the public while achieving operational efficiencies for both entities.

We would welcome the opportunity to discuss this further with you and your staff at your earliest convenience, and to begin evaluating what a consolidated court model could look like for our organizations.

Respectfully,

Dustin Grabau
Wasatch County Manager



UTAH STATE COURTS



Reviewing Options for the Heber Justice Court

Presentation to the Heber City Council
September 2, 2026

1

UTAH STATE COURTS



Options

- Dissolve the Court
- Partner with Wasatch County
- Continue Operating the Court

2

UTAH STATE COURTS



Dissolving the Court

- Heber to provide notice to the Judicial Council by July 1 at least two years prior to the effective date of the dissolution (78A-7-123(2)(b)).
- Upon request from a municipality or county seeking to dissolve a justice court, the Judicial Council may shorten the time required between the city's or county's notice of intent to dissolve a justice court and the effective date of the dissolution (78A-7-123(5)).
- Once dissolved, it's unlikely Heber would ever get to create another justice court.

3

UTAH
STATE
COURTS

Partnering with a Neighboring Jurisdiction

- Like St. George does with Washington County, and Parowan does with Iron County, Heber could contract with Wasatch County for justice court services
- Judicial Council approval required
- Upon termination of the interlocal agreement, and with Judicial Council approval, Heber could resume the operation of its own court

4

UTAH
STATE
COURTS

Continue Operating the Court

- AOC (and Heber) Advertise the Vacancy (30 days)
- AOC and Heber Form the Nominating Commission (~45 days)
- Nominating Commission Reviews Applications and Conducts Interviews of Potential Nominees (45 days)
- Public Comment Period (10 days)
- Mayor Franco Selects Finalist (30 days)
- City Council ratifies the Mayor's Decision (30 days)
- AOC Provides New Judge Orientation
- Judicial Council Certifies New Judge

5

UTAH
STATE
COURTS

Advertising the Vacancy

- Required by 78A-7-202(3) to announce a judicial vacancy:

• as an employment opportunity on the Utah Courts' website;	AOC
• in an email to the members of the Utah State Bar; and	AOC
• as a class A notice under Section 63G-30-102, for at least 30 days	Heber
• May also be advertised "through other appropriate means"	
• Email to Justice Court Bench	AOC
• Word of Mouth	Heber

6

UTAH
STATE
COURTS



The Nominating Commission

- Pursuant to 78A-7-202(2), membership includes:
 - one member appointed by the county
 - one member appointed by the municipalities (COG)
 - one member appointed by the county bar association; and
 - two members appointed by the governing authority of the jurisdiction where the judicial office is located.
- The Nominating Commission meets at least twice:
 - Once to review applications
 - Then again to interview candidates
 - May meet a third time if negative comments are received during the public comment period

7

UTAH
STATE
COURTS



Local Selection and Certification

- Mayor has 30 days to make a selection
- City Council has 30 days to ratify the decision
- AOC notified in writing
- New Judge Orientation
- Judicial Council certifies Lehi's selection
- Judge takes the oath of office
- Judge can start hearing cases

8

UTAH STATE COURTS



Questions?

Jim Peters
Justice Court Administrator
jamesp@utcourts.gov
(801) 578-3824

9

2025 CHARGE DISPOSITIONS HEBER CITY COMPARED TO WASATCH COUNTY																							
Charge Category	Charges Filed		Bail Forfeit		Guilty Plea		Acquitted		Convicted		Dismissed		Transferred		Warrants of Arrest		Total Dispositions		Dismissal Share of Dispositions		Disposition-to-Filing Ratio		
	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	
Driving Under the Influence	32	50	0	0	5	29	0	0	0	0	15	23	1	0	23	13	21	52	71.4%	44.2%	65.6%	104.0%	
Impaired Driving DUI Reduced	43	29	0	0	54	28	0	0	0	0	0	0	0	0	14	3	54	28	0.0%	0.0%	125.6%	96.6%	
Drivers License Violations	721	590	57	344	536	170	0	0	0	3	95	116	1	0	138	78	689	633	13.8%	18.3%	95.6%	107.3%	
Moving Violations	1003	2171	500	1568	235	223	0	0	0	2	181	346	0	0	85	186	916	2139	19.8%	16.2%	91.3%	98.5%	
Non-Moving Violations	928	931	413	545	242	114	0	0	0	3	245	344	0	0	133	75	900	1006	27.2%	34.2%	97.0%	108.1%	
Parking Tickets	71	9	66	3	2	1	0	0	0	0	3	6	0	0	133	0	71	10	4.2%	60.0%	100.0%	111.1%	
Failure to Appear Informations - Traffic	0	0	0	0	0	0	0	0	0	0	11	0	0	0	0	0	11	0	100.0%	0.0%	0.0%	0.0%	
Assault - Misdemeanor	17	17	0	0	15	0	0	0	0	0	19	21	0	2	4	3	34	23	55.9%	91.3%	200.0%	135.3%	
Theft - Misdemeanor	56	3	0	0	10	1	0	0	0	0	37	0	0	0	9	2	47	1	78.7%	0.0%	83.9%	33.3%	
Failure to Appear Informations - Misdemeanor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	0.0%	
Public Intoxication - Misdemeanor	13	4	0	0	10	1	0	0	0	0	14	8	0	1	8	0	24	10	58.3%	80.0%	184.6%	250.0%	
Illegal Sale-Alcohol - Misdemeanor	2	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	1	1	0.0%	100.0%	50.0%	0.0%	
including Open Container - Misdemeanor	18	23	0	0	9	2	0	0	0	0	9	32	0	0	5	5	18	34	50.0%	94.1%	100.0%	147.8%	
Controlled Substances/ Narcotics - Misdemeanor	77	61	0	2	38	14	0	0	0	0	36	61	1	0	36	19	75	77	48.0%	79.2%	97.4%	126.2%	
Bad Checks - Misdemeanor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	0.0%	
Domestic Animal Ordinances - Misdemeanor	65	73	38	25	9	6	0	0	0	0	27	42	0	0	12	6	74	73	36.5%	57.5%	113.8%	100.0%	
Wildlife Resources - Misdemeanor	0	242	0	98	0	13	0	0	0	0	1	70	0	0	0	15	1	181	100.0%	38.7%	0.0%	74.8%	
Parks Recreation - Misdemeanor	0	54	0	47	0	3	0	0	0	0	0	9	0	0	0	11	0	59	0.0%	15.3%	0.0%	109.3%	
Planning/ Zoning/ Fire or Health - Misdemeanor	4	1	1	0	0	0	0	0	0	1	0	2	0	0	3	0	1	3	0.0%	66.7%	25.0%	300.0%	
Domestic Violence - Misdemeanor	66	51	0	0	17	8	0	0	0	0	72	27	0	0	29	0	89	35	80.9%	77.1%	134.8%	68.6%	
Other Misdemeanors/ Infractions	131	439	12	238	32	92	0	1	0	1	72	129	0	0	29	48	116	461	62.1%	28.0%	88.5%	105.0%	



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Cemetery Master Plan Update
RESPONSIBLE: Matthew Kennard
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

Heber City's 2020 Cemetery Master Plan no longer fully reflects existing conditions at the cemetery. Since that plan was prepared, Heritage Farms Parkway, a detention basin at the west end of the cemetery, and a new cemetery access road and parking area serving the Cemetery Administration Building have been constructed. The Cemetery Administration Building and Columbarium have also been completed.

Dan Cable of EDA Land Planning prepared the updated Cemetery Master Plan to incorporate these completed improvements and show how the remaining cemetery property may be developed. The update also addresses the potential Temple Har Shalom burial area, proposed changes to the maintenance yard and former maintenance-shop area, and the future Atlas Tower cellular facility east of the maintenance shop.

The City Council reviewed the updated plan on August 4, 2026. Mayor Franco requested that the future trail intended to run parallel to the canal be added to the plan. Council Member Johnston also expressed concern that the conceptual design shown for the future cremation garden could create significant maintenance demands.

The plan has since been updated to include the canal trail and photographs showing several approaches to cremation-garden design, including lower-maintenance options. The cremation garden remains a placeholder for a possible future use. Adoption of the master plan would not commit the City to constructing the garden or approving the specific conceptual design shown.

Staff is requesting that the City Council adopt the updated Cemetery Master Plan or provide additional direction regarding any changes needed before adoption.

RECOMMENDATION

Adopt the updated Heber City Cemetery Master Plan, dated August 13, 2026, as a guide for the cemetery's long-term development and operation.

If the Council determines that additional revisions are needed, staff recommends that the Council identify the requested changes, so the plan can be revised and returned for adoption.

BACKGROUND

The Heber City Council reviewed the Cemetery Master Plan during 2020. Subsequent City records identify the plan as having been adopted in late 2020. The plan provided guidance for the cemetery's long-term development, including burial areas, cremation options, facilities, roads, landscaping, and related improvements.

Since the 2020 plan was prepared, several projects and changed site conditions have affected the cemetery's existing layout and remaining development area. These include construction of Heritage Farms Parkway farther south within the cemetery property, the western detention basin, the cemetery access road and Administration Building parking area, and the Cemetery Administration Building and Columbarium.

Dan Cable of EDA Land Planning updated the master plan to reflect these completed improvements and address current operational needs and potential future uses. The City Council reviewed the updated plan on August 4, 2026, and provided direction regarding the canal trail and conceptual cremation garden. Those comments have been addressed in the plan now presented for adoption.

DISCUSSION

Completed Improvements

Heritage Farms Parkway, identified as the "bypass road" on the master-plan drawings, was constructed farther south within the cemetery property than shown on the previous plan. This alignment reduced and reconfigured some of the land previously available for cemetery development. The updated plan reflects the parkway's current location and revises the surrounding burial areas, landscaping, buffers, internal roads, and traffic accordingly.

The detention basin at the west end of the cemetery was also constructed on land that otherwise could have been used for burial plots or other cemetery purposes. The updated plan accounts for the resulting loss and reconfiguration of the burial area.

The access road connecting Heritage Farms Parkway to the Cemetery Administration Building, the associated parking area, the Administration Building, and the Columbarium have also been completed and are shown as existing improvements.

Canal Trail

During the August 4 presentation, Mayor Franco noted that a future trail intended to run parallel to the canal was not shown on the plan. The trail has been added to the updated plan so it can be considered when planning future burial areas, landscaping, roads, and other improvements near the canal.

Future Cremation Garden

Council Member Johnston expressed concern that the conceptual design of the future cremation garden, particularly the dry streambed, could create significant maintenance demands. In response, photographs have been added to the plan documents showing several approaches to cremation-

garden design. The examples demonstrate that a cremation garden can be designed in different ways, including options that are attractive while requiring less maintenance.

The cremation garden is included in the master plan as a placeholder for a possible future need. Adoption of the master plan would not commit the City to constructing the garden or approving the specific layout, landscaping, or dry streambed shown in the conceptual drawing.

If the City decides to pursue a cremation garden in the future, its location, design, cost, maintenance requirements, and available funding would be evaluated before the project moves forward. The concept could also be modified, relocated, or removed from the plan if future conditions warrant.

Temple Har Shalom Area

The updated master plan identifies an area that Temple Har Shalom may purchase for a dedicated Jewish burial section. Two possible layouts are included for Council review. Both concepts show burial plots, internal walkways, perimeter landscaping and fencing, ceremonial features, security considerations, access, and a washing fountain.

The primary differences are the internal layouts and estimated numbers of burial spaces. Concept 1 includes approximately 860 lawn-burial spaces, while Concept 2 includes approximately 822 spaces.

Showing these concepts in the master plan does not approve the sale of the property or establish the final boundary, layout, number of burial spaces, improvements, or price. Any proposed property transaction or related agreement would be brought to the City Council separately.

Maintenance Yard and Former Maintenance Shop

Construction of the Cemetery Administration Building changed how the City uses the maintenance yard and the area surrounding the former maintenance shop. The updated plan shows possible changes to material-storage areas, parking, access, utilities, landscaping, and future burial areas.

The intent is to maintain an efficient working area for cemetery operations while making the best long-term use of the surrounding property. Improvements shown in this area remain conceptual unless they have already been constructed or separately approved.

Future Atlas Tower Cellular Facility

The updated master plan identifies a “Future Cell Tower Area” east of the existing maintenance building. Atlas Tower plans to construct a cellular tower compound within this area.

Showing the cell tower area on the master plan allows the City to account for it when planning maintenance operations, access, utilities, landscaping, burial areas, and other future uses in this portion of the cemetery. The plan does not establish the compound’s final dimensions or exact construction footprint.

Other Plan Updates

The updated plan also includes or refines several other long-term planning elements:

- Future lawn-burial and premium-burial areas;
- Cremation-garden and estate burial options;
- Cemetery roads and internal circulation;

- Landscaping and buffers along roadways and neighboring properties;
- Stormwater and drainage features;
- Potential burial areas where existing roads may eventually be removed or realigned; and
- Connections between existing and future cemetery sections.

These elements are intended to guide future planning. Except for improvements already completed or separately approved, adoption of the master plan would not authorize construction, approve an expenditure, or commit the City to completing a particular project. Future projects will require individual review of their design, cost, funding, operational effects, and maintenance needs before proceeding.

FISCAL IMPACT

Adoption of the updated Cemetery Master Plan will not create an immediate fiscal commitment or require an additional appropriation.

The plan identifies future cemetery roads, drainage facilities, and other improvements needed to provide access to new burial areas. Staff anticipates increasing the price of grave plots in these new areas by approximately \$133 per plot to help fund the required roads and drainage improvements. Any necessary fee adjustment will be presented separately for approval.

The constructed alignment of Heritage Farms Parkway and the detention basin at the west end of the cemetery have reduced and reconfigured land that otherwise could have been used for burials. This may affect the cemetery's long-term burial capacity and associated revenue, although those effects have not been quantified.

Future projects shown in the master plan will require separate review of their costs, funding sources, and ongoing maintenance obligations before proceeding.

CONCLUSION

The updated Cemetery Master Plan reflects the improvements completed since the 2020 plan and provides direction for the cemetery's future burial, facility, access, and operational needs. The August 13, 2026, update also addresses the Council's August 4 feedback by adding the future canal trail and providing examples of different approaches to cremation-garden design.

The cremation garden and other future features remain planning concepts. Adoption of the master plan would not commit the City to their construction or prevent the City from modifying or removing them as future needs become clearer.

Staff recommends adoption of the updated Cemetery Master Plan. If the Council believes additional revisions are necessary, staff requests clear direction regarding those changes, so the plan can be revised and returned for consideration.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the Heber City Cemetery Master Plan Update dated August 13, 2026, as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the Heber City Cemetery Master Plan Update dated August 13, 2026, as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Heber City Cemetery Master Plan Update to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the Heber City Cemetery Master Plan Update with the following findings.

ACCOUNTABILITY

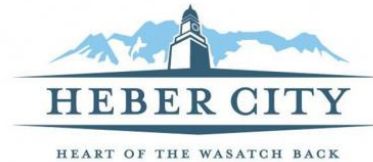
Department: Public Works
Staff member: Matthew Kennard, Public Works Director

EXHIBITS

1. Heber City Cemetery Master Plan Update - August 13, 2026
2. Cremation Garden 1
3. Cremation Garden 2
4. Cremation Garden 3
5. Cremation Garden 4
6. Cremation Garden 5

Cemetery Master Plan Update

Heber City Cemetery
680 North 550 East
Heber City, UT 84032



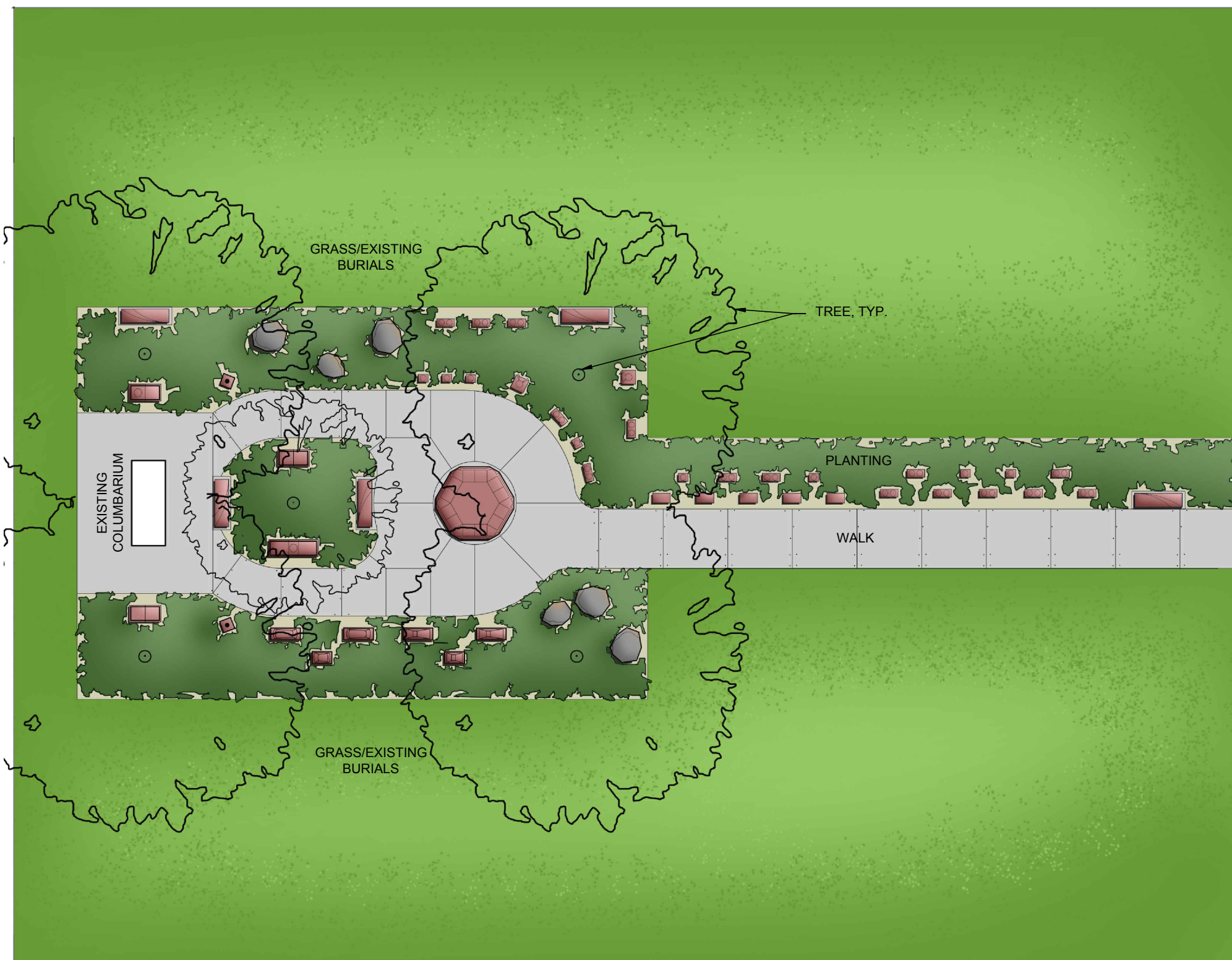
Prepared By:
EDA Land Planning
772 E. 3300 S. Suite 110
Salt Lake City, UT 84106
801.924.2296



Aug. 13, 2026

Contents

Cemetery Master Plan – Black & White	3
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Existing Cremation Garden Master Plan	5
Future Cremation Garden Master Plan	6
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Temple Har Shalom – Concept 1	8
Temple Har Shalom – Concept 2	9



Legend

SYMBOL	PRODUCT DESCRIPTION	QTY	I.R. PER UNIT	TOTAL I.R.
	GRANITE TABLET W/ VAULT	5	2	10
	PREMIUM COMPANION POST MARKER - TOP LOAD	15	2	30
	PREMIUM INDIVIDUAL POST MARKER - TOP LOAD	8	1	8
	SHIELD COMPANION MARKER	2	2	4
	PEAK COMPANION MARKER	2	2	4
	SHIELD INDIVIDUAL MARKER	1	1	1
	PEAK INDIVIDUAL MARKER	1	1	1
	4 NICHE LARGE FAMILY COLUMBARIUM	1	4	4
	4 NICHE SMALL FAMILY COLUMBARIUM	2	4	8
	2 NICHE SMALL FAMILY COLUMBARIUM	1	2	2
	CREMATION PEDESTAL W/ SCULPTURE TOP	1	1-4	1-4
	CREMATION PILLAR	2	1-4	2-8
	CREMATION BENCH FOR 4	5	4	20
	CORED CREMATION BOULDER	6	2	12
	64 NICHE CIRCULAR COLUMBARIUM	1	64	64

53

171-180



SCALE: 1" = 10'
July 24, 2020

EXISTING CREMATION GARDEN ADDITION HEBER CITY CEMETERY MASTER PLAN

EDA

**LAND
PLANNING, P.C.**

Landscape Architecture
Planning - Urban Design
772 East 3300 South, Suite 110
Salt Lake City, Utah 84106
Ph. 801-924-2296 Fax. 801-924-2297



LEGEND				
SYMBOL	PRODUCT DESCRIPTION	QTY	I.R. PER UNIT	TOTAL I.R.
	GRANITE TABLET W/ VAULT	20	2	40
	PREMIUM COMPANION POST MARKER - TOP LOAD	33	2	66
	PREMIUM INDIVIDUAL POST MARKER - TOP LOAD	18	1	18
	SHIELD COMPANION MARKER	4	2	8
	PEAK COMPANION MARKER	4	2	8
	SHIELD INDIVIDUAL MARKER	2	1	2
	PEAK INDIVIDUAL MARKER	2	1	2
	4 NICHE LARGE FAMILY COLUMBARIUM	2	4	8
	4 NICHE SMALL FAMILY COLUMBARIUM	2	4	8
	2 NICHE SMALL FAMILY COLUMBARIUM	3	2	6
	CREMATION PEDESTAL W/ SCULPTURE TOP	3	1-4	3-12
	CREMATION PILLAR	3	1-4	3-12
	CREMATION BENCH FOR 4	6	4	24
	CORED CREMATION BOULDER	55	2	110
	48 NICHE COMMUNITY COLUMBARIUM	1	48	48

TOTAL I.R. - 354-372



SCALE: 1" = 10'
July 28, 2020

FUTURE CREMATION GARDEN HEBER CITY CEMETERY MASTER PLAN

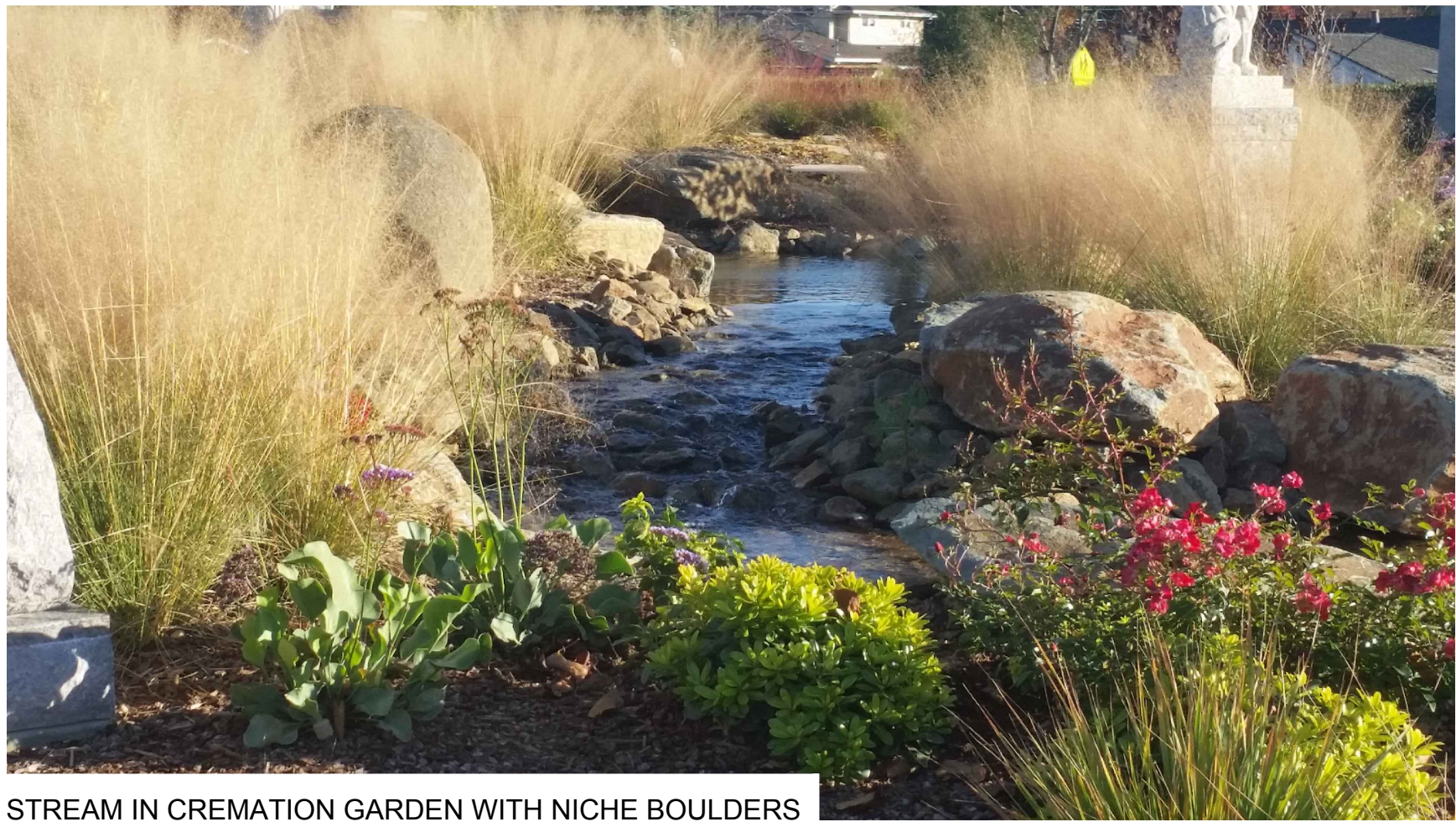
EDA

LAND PLANNING, P.C.

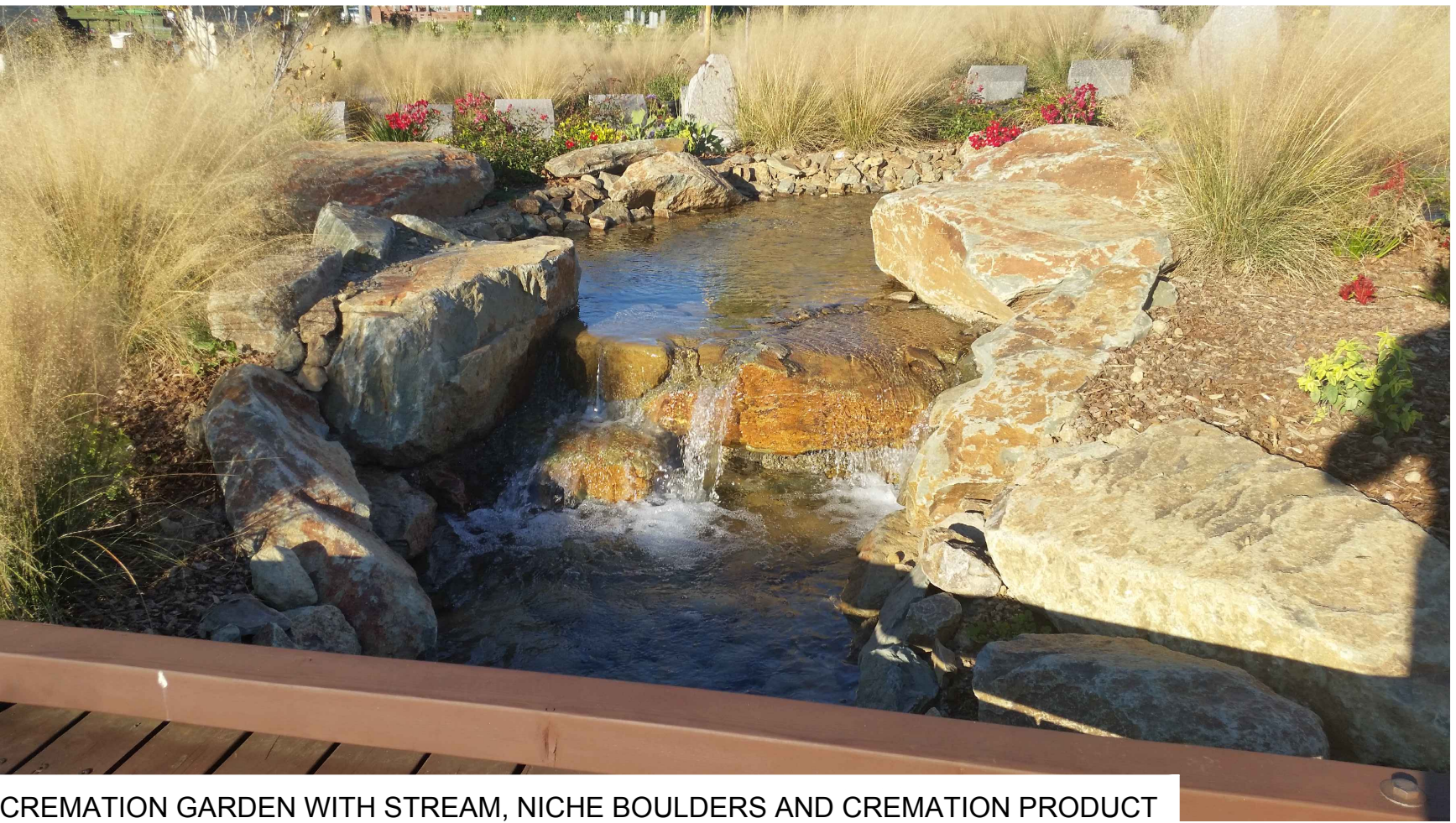
Landscape Architecture
 Planning - Urban Design
 772 East 3300 South, Suite 110
 Salt Lake City, Utah 84106
 Ph. 801-924-2296 Fax. 801-924-2297



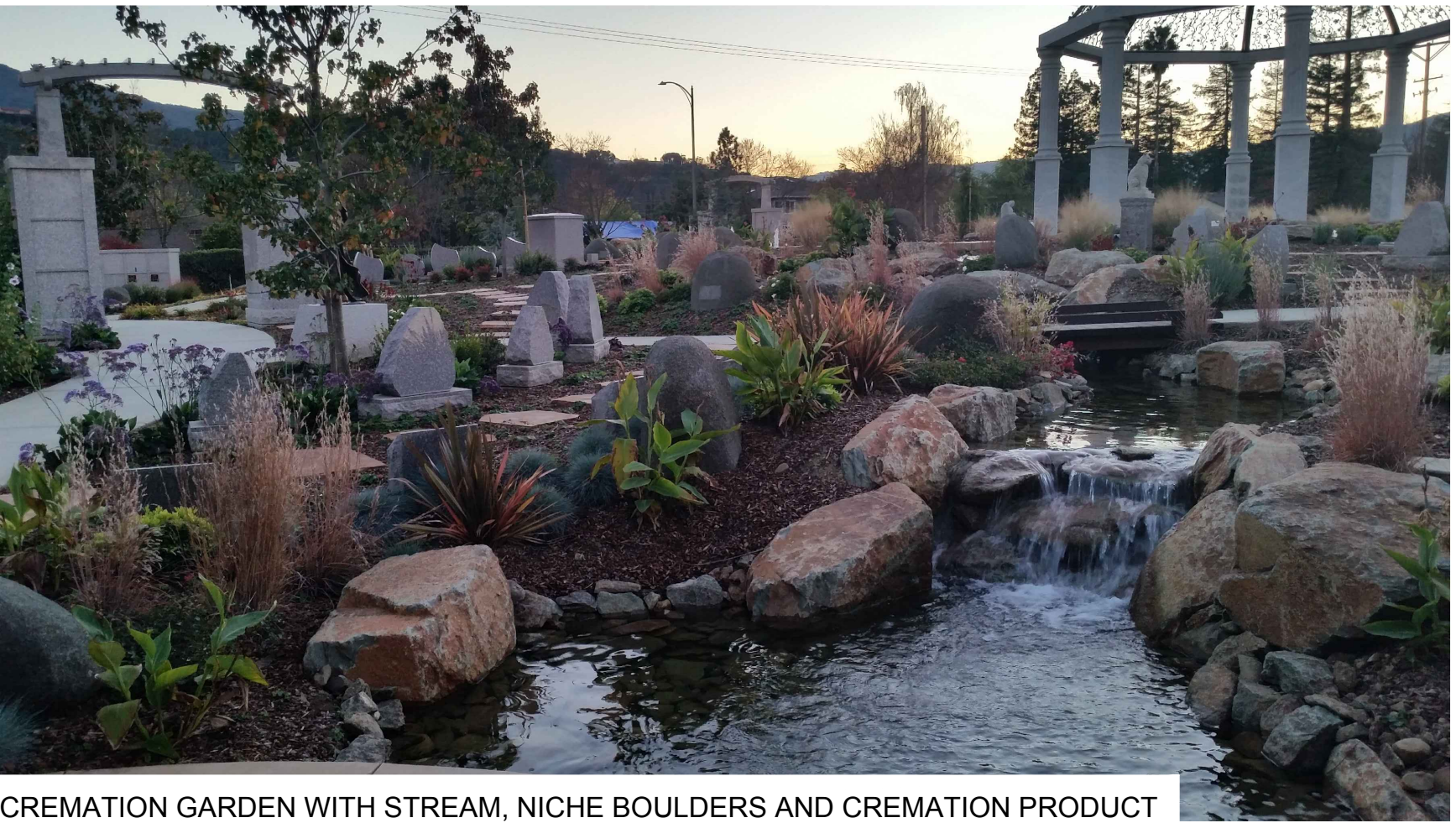
CREMATION GARDEN WITH STREAM AND PAVILION IN BACKGROUND



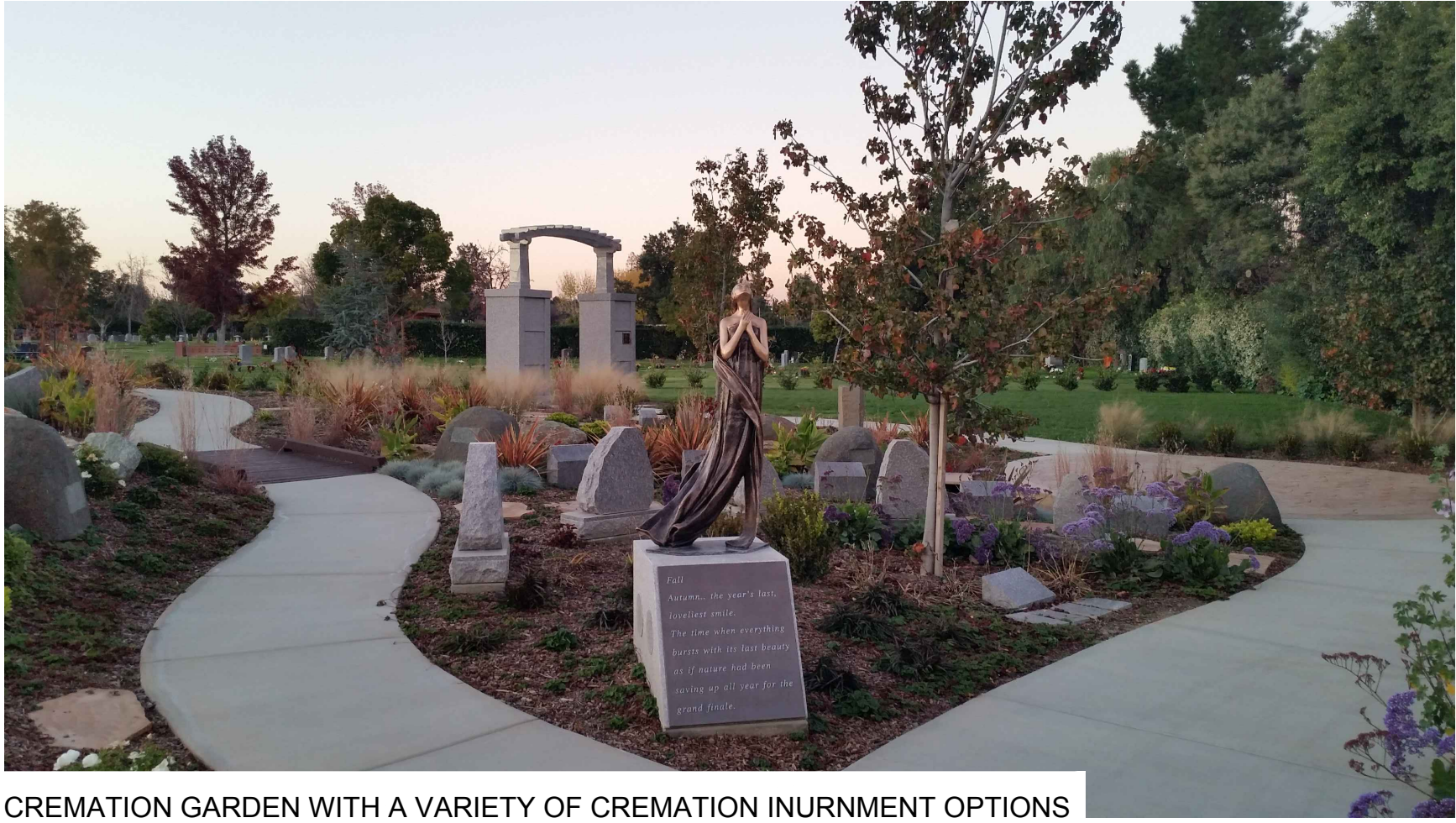
STREAM IN CREMATION GARDEN WITH NICHE BOULDERS



CREMATION GARDEN WITH STREAM, NICHE BOULDERS AND CREMATION PRODUCT



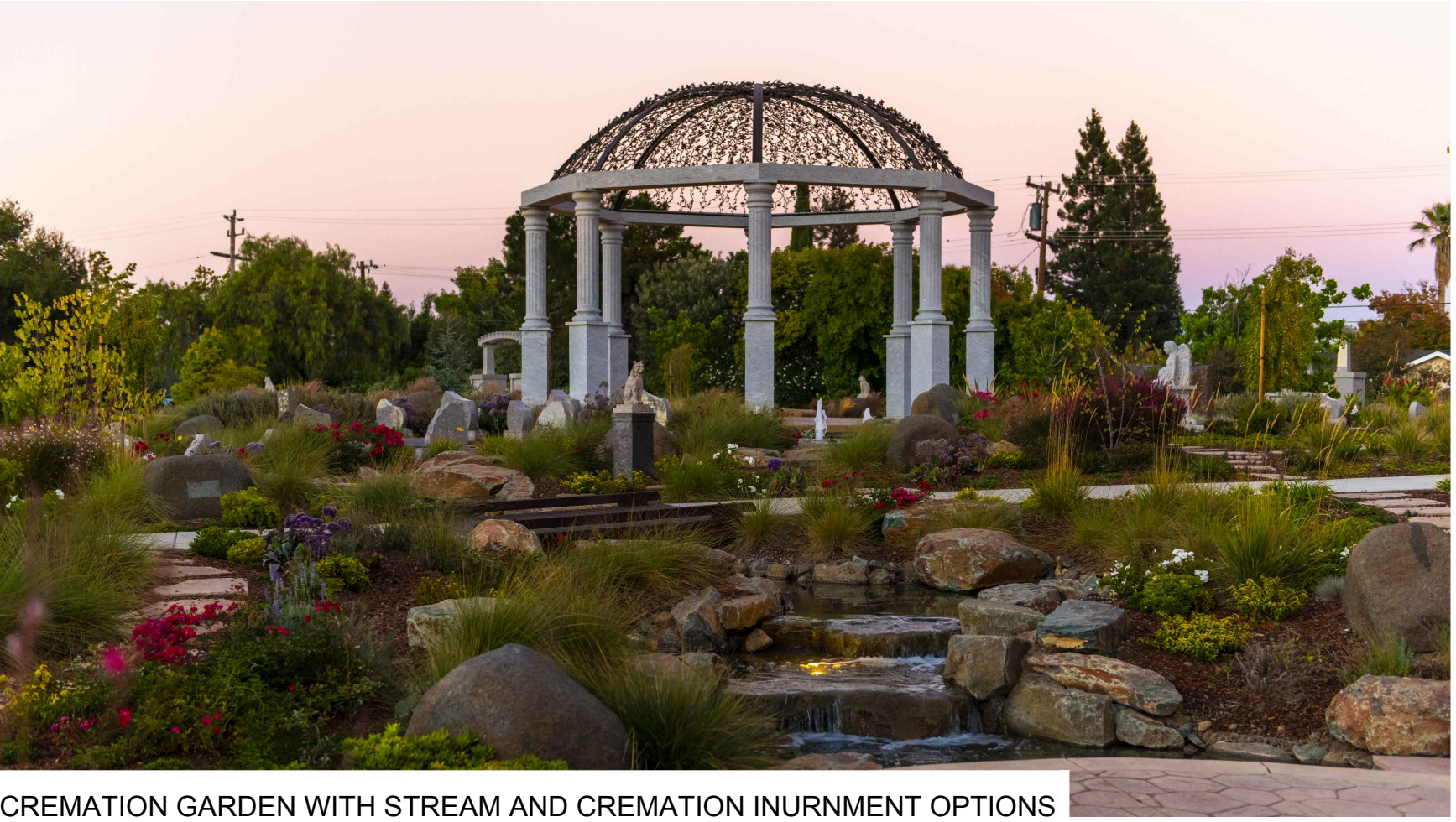
CREMATION GARDEN WITH STREAM, NICHE BOULDERS AND CREMATION PRODUCT



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH STREAM AND CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH NICHE BOULDERS AND COMPANION POST MARKER ON BASE



CREMATION GARDEN WITH POST MARKERS ON BASE AND PEAK MARKERS IN THE BACKGROUND



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



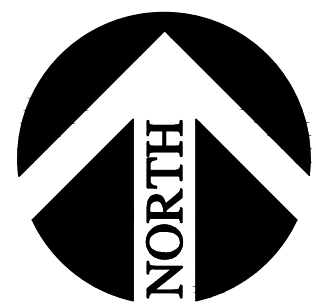
CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS



CREMATION GARDEN WITH A VARIETY OF CREMATION INURNMENT OPTIONS

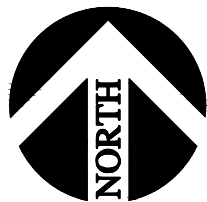
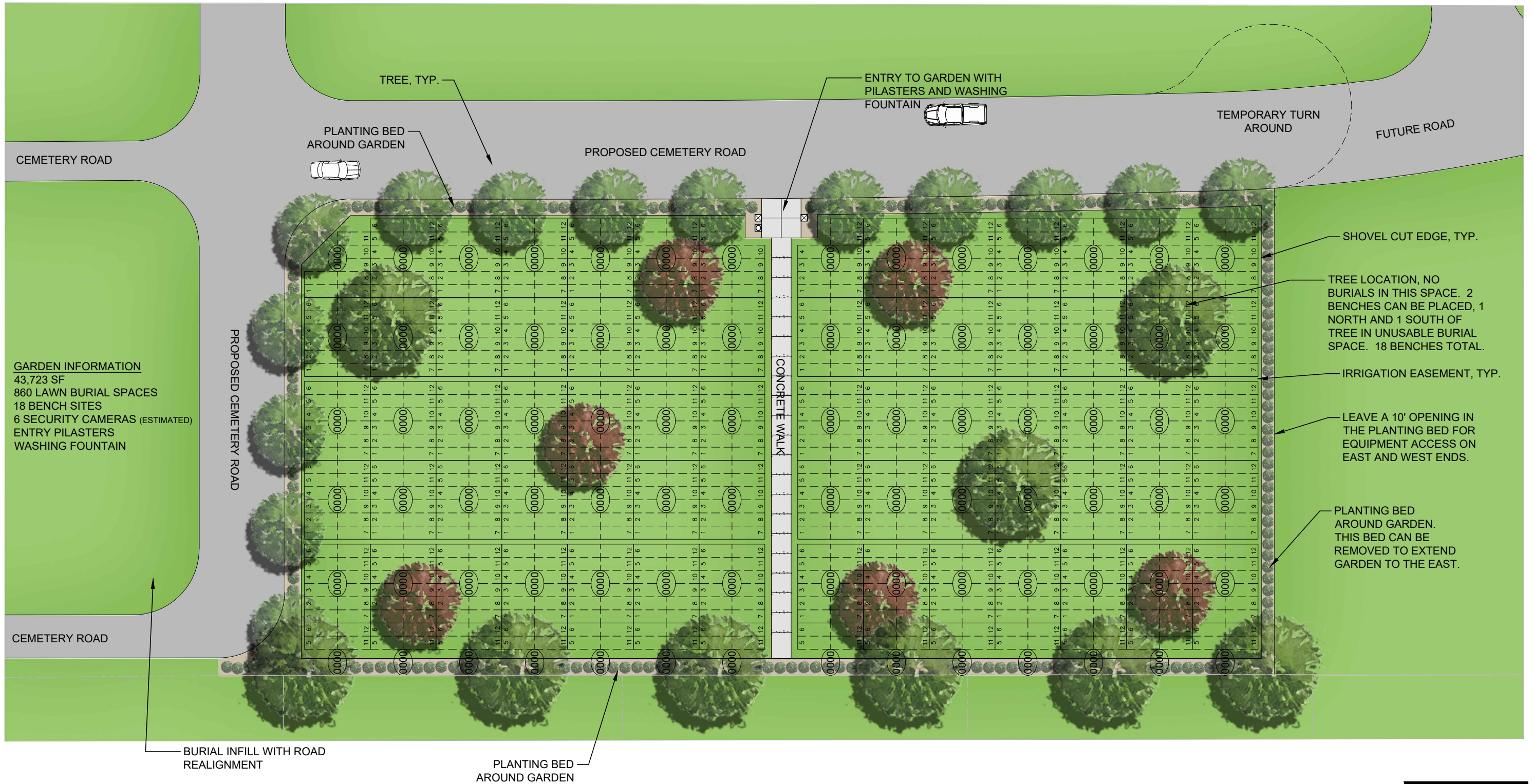


Scale: 1" = 60'
Aug. 13, 2026

CEMETERY MASTER PLAN - CREMATION GARDEN OPTIONS

HEBER CITY, UTAH

EDA
LAND
PLANNING, P.C.
Landscape Architecture
Planning - Urban Design
772 East 2100 South, Suite 110
Salt Lake City, Utah 84106
Ph: 801-924-2296 Fax: 801-924-2297



Scale: 1" = 30'
 July 24, 2026

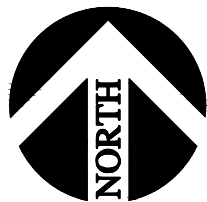
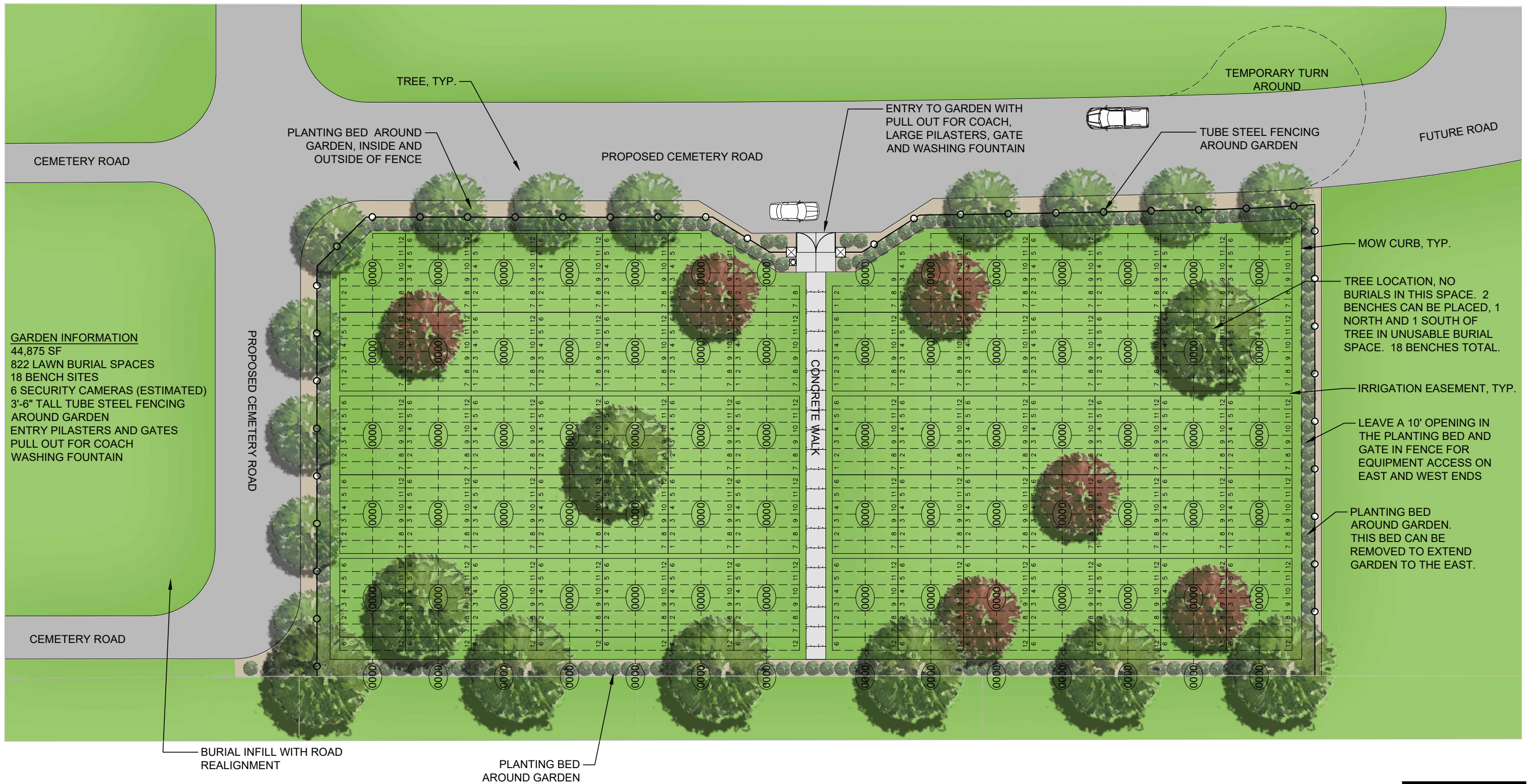
TEMPLE HAR SHALOM - CONCEPT 1 HEBER CITY CEMETERY

EDA

**LAND
 PLANNING, P.C.**

Landscape Architecture
 Planning - Urban Design

772 East 3300 South, Suite 110
 Salt Lake City, Utah 84106
 Ph. 801-924-2296 Fax. 801-924-2297



Scale: 1" = 30'
 July 24, 2026

TEMPLE HAR SHALOM - CONCEPT 2 HEBER CITY CEMETERY

EDA

**LAND
 PLANNING, P.C.**

Landscape Architecture
 Planning - Urban Design

772 East 3300 South, Suite 110
 Salt Lake City, Utah 84106
 Ph. 801-924-2296 Fax. 801-924-2297











HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 9/15/2026

SUBJECT: City Newsletter Name and Design

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Accountability and Transparency to Public



RECOMMENDATION

1- Mayor is recommending that the City Council vote to decide the name of the official City Newsletter.

2- Mayor is recommending that the City Council adopt federal ADA (Americans with Disability Act) standards for the City Newsletter.

Go to:

<https://www.section508.gov/develop/fonts-typography/>

-Main Ideas: Use fonts that are sans serif; Fonts that are least 3/16-inch-high minimum or approximately 16-point font. Light or dark backgrounds only—no backgrounds with parchment-like ‘flecks.’ This allows high contrast ratios of at least 4:5:1.

<https://www.ada.gov/resources/2024-03-08-web-rule/>

New Federal Standards also say all government web and social media materials must meet ADA requirements by April 2028.

CONCLUSION

Council vote on one name for the City Newsletter and adopt ADA standards for it.

Subject: Heber Herald - creative brief

The Heber Herald concept is loosely based on a 1920s-era newsprint magazine. Thematically, this approach aligns with Heber City's historic and preservation priorities, which residents have repeatedly emphasized over the past decade of growth. Additionally, the closing of the historic newspaper, the Wasatch Wave, created a nostalgic void. Combined with the decision to include the Heber Herald as an insert in the water bill, this presented an opportunity for Heber City to reinforce its commitment to the community's history and the preservation of its historic identity.

The theme also complements the branding efforts adopted in 2023. The new brand artwork balances the old and the new, as illustrated by the tabernacle (historic) and the Timpanogos/mountain reference (outdoor recreation). The old-timey aesthetic offers a comforting reassurance that, despite the significant changes of the past ten years, Heber City remains dedicated to honoring its past and the legacy of those who built the community residents enjoy today.

To achieve the "old-timey" feel, the design team examined both authentic newspaper samples from the era and contemporary adaptations of similar concepts into modern newsletters. Creative choices such as ornamental embellishment marks, varied column widths separated by lines, editorial layout carryover on left-to-right margins, blacked-out text boxes, and 1920s-era stock art were deliberately selected to replicate the appearance and character of a historic newsprint product. A parchment "fleck" effect was added to give standard bond paper the look of traditional newsprint.

Since adopting the 2023 brand, the Heber City Historic Preservation Commission has undertaken several projects. The committee's mission differs slightly from Heber City Municipal's administrative operations. To distinguish its work from routine administrative efforts, the design team explored and applied minor brand modifications to several projects intended solely for the Historic Preservation Commission. Adding brand elements in circumstances like this is common in brand development for larger companies. The most notable project was the set of four historic markers installed downtown in 2024; the same modifications also appear on the Historic Preservation page of heberut.gov and in the committee's social media posts. The 2024 historic marker signs introduced a sepia color palette, sepia overtones over historic Heber City imagery, along with a new subheader font, Oswald.

The Heber Herald employs Quincy for the title (main brand headline font), Oswald for the subheader (Historic Preservation Commission), and two additional fonts identified through

research on comparable newsletters: Cormorant Garamond for paragraph titles and Adobe Caslon for body text.

Blue paper was selected because it most closely matches the Heber City brand color palette. The other no-cost alternatives were green, yellow, and pink. Blue was judged the most appropriate choice for the staff newsletter insert, in keeping with brand standards.



Ryan Bunnell
Public Information Officer

THE HEBER HERALD

FROM THE HEART OF THE WASATCH BACK



Manager's Minute

MARK SMEDLEY
ASSISTANT MANAGER

TO THE RESIDENTS OF HEBER VALLEY

The familiar phrase "Life, Liberty, and the Pursuit of Happiness" appears in the Declaration of Independence, drafted primarily by Thomas Jefferson and adopted by the Second Continental Congress on July 4, 1776. Jefferson drew from Enlightenment thinkers such as John Locke, who described natural rights as "life, liberty, and estate (property)." By replacing "property" with "the pursuit of happiness," Jefferson broadened the idea to include the opportunity to build a meaningful and fulfilling life.

I have always been especially drawn to that final phrase. To me, the pursuit of happiness is not about chasing pleasure; it is about the freedom to build a meaningful, balanced, and fulfilling life.

Recently, while riding my bike through Heber City and into Midway—down 100 South and across Legacy Bridge—I felt a deep sense of well-being settle in. It was the kind of quiet contentment that arrives unexpectedly, reminding you how fortunate you are to live in

a place like this.

Just days earlier, I had attended the Mountain Valley Stampede Rodeo during Wasatch County Fair Days. As I reflected on that evening, memories surfaced: graduations, horse competitions, the Forgotten Carols, livestock shows, auctions, and countless community gatherings. Passing the ball fields on my bike, I remembered seasons of soccer and softball with my children—coaching, cheering, and forming friendships that have lasted for years.

I eventually stopped along the trail and thought about how rich life in this valley truly is. We live in a high mountain valley close enough to enjoy the amenities of the Wasatch Front, yet far enough away to breathe a little easier. In that moment, it felt like I was part of a Frank Capra film or a Norman Rockwell painting—ordinary scenes elevated by the simple goodness of small-community life.

I began thinking about the everyday joys that make up our own "pursuit of happiness" here in Heber Valley:

- Riding and hiking our trails
- Fishing, boating, and exploring our rivers and reservoirs
- Mountain valleys, meadows, forests, and the grandeur of Mount Timpanogos Campgrounds, wilderness areas, and forest roads

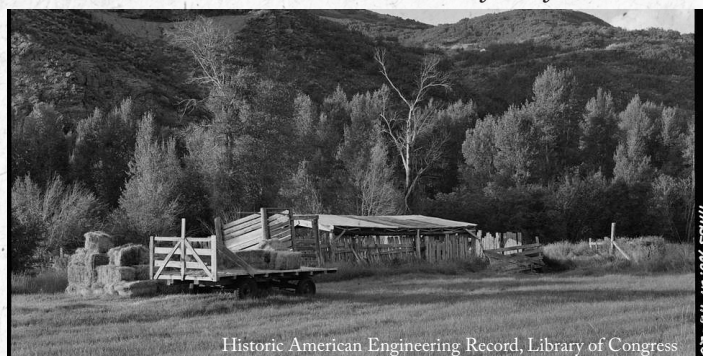
- Golf courses and community parks, local restaurants, food trucks, and neighborhood gathering spots
- Religious, civic, and community organizations
- High school plays, sports, dances, and arts programs
- Community celebrations and events that bring us together
- The simple conversations and friendships that happen along the way

Jefferson's words suggest that government cannot guarantee happiness, but it can help create the conditions in which communities thrive, families grow, and individuals find meaning.

In my view, Heber Valley offers exactly that: an environment where people can build a balanced, enjoyable, and deeply satisfying life. Opportunities for connection, service, civic involvement, and appreciation of our natural surroundings are woven into our daily experience.

For those of us who call Heber Valley home, the pursuit of happiness is not an abstract ideal. It is something we live—on our trails, in our neighborhoods, at our events, and through the relationships that make this place feel like home.

*It is, in many ways,
a Wonderful Life.*



CITY STAFF UPDATES

Heber City is welcoming several new members to our team:

Gabriel King, a lifelong Heber City resident, will begin the Police Academy on September 9 as a Police Cadet. **Saul Luna** has transitioned from seasonal employment to a full-time, year-round position with Public Works, and **Jason Reinert** has joined Public Utilities as a Wastewater Operator.

The City is also expanding its Community Development team, with a potential new Certified Building Permit Technician and a Planner III position in progress. These additions will help support our growing community and improve service for residents, businesses, and contractors.

Behind the scenes, the City is continuing several important initiatives, including a comprehensive wage study for full-time positions, a review of employment policies and procedures to ensure compliance with current Utah legislation, and ongoing professional development for staff.

Agendas & Minutes

SEP 1 & 15

Council meeting.

6 - 10 PM, City Hall

Public comment is welcome in person or online. hebercityut.portal.civicclerk.com/

SEP 9

POSTT Meeting Open

House: Help Heber City develop Parkview Place Park.
4:00 - 5:30 PM,
Heber City Cemetery
(West Conference Room)

Events & Meetings

SEP 1, 8, 15, 22, 29

Free Community Self-Reliance Classes.
6:30 - 8 PM, Wasatch Fire District Community Room
hebervalleyready.org

SEP 4 & 5

Midway Swiss Days.
8 AM - 8 PM
midwayswissdays.org

SEP 5, 12 & 19

Saturday Sunset Music Series.
7 - 8:30 PM
hebermarket.com/saturday-sunset-music-series/

SEP 5 & 6

Commemorative Air Force Museum Tours. 10 AM - 4 PM,
2265 Airport Road,
Hangar D-38 cafutahwing.org

SEP 10

Heber Valley Wellness for Everyone. Connect with local resources that support healthy lifestyles. 5 - 8 PM, Heber City Main Street Park

SEP 11 - 13

Utah Barrel Race.
10 AM - 5 PM utbra.com

SEP 12

Provo River Days.
10 AM - 2 PM. Locations:
Rock Cliff Nature Center at Jordanelle State Park, Wasatch Mountain State Park, Deer Creek State Park, and Vivian Park in Provo Canyon.
provoriverwatershedcouncil.org

SEP 12

Improv Comedy with the Belvederes. 7 - 8:30 PM,
Timpanogos Valley Theatre
thebelvederesimprov.com

SEP 12 - 13

Park City Sailing Annual Fall Regatta. 9 AM - 5 PM,
Jordanelle State Park
sailpc.org

City Information

HELP HEBER CITY DEVELOP PARKVIEW PLACE PARK!

Open House on September 9, 4-5:30 pm, at the Heber City Cemetery (West Conference Room). Join city council members and the POSTT Committee in sharing feedback about the thoughtful revitalization of this park.



PARKING CODE UPDATES

Heber City has been reviewing its parking enforcement process to make it clearer, more efficient, and more in line with what most Utah cities already do. After months of collaboration among Police, Legal, Prosecution, Public Works, and Planning, staff are recommending that parking violations specifically be classified as infractions—to better reflect the minor nature of these non moving offenses. Along with this update, the proposed minimum fine

would increase to from \$25.00 to \$50.00, with late fee escalations for unpaid citations.

For most residents, these changes will make parking enforcement simpler and more straightforward. Citations will be easier to resolve, and the process will better reflect the minor nature of typical parking violations. The goal is not to increase penalties, but to create a system that is fair, efficient, and aligned with statewide standards.

Heber City is committed to clarity, consistency, and community focused governance. Thank you for helping us build a city that works smoothly for everyone.

9/11 NATIONAL DAY OF SERVICE 2026

Join the entire Heber Valley community as we honor the 25th anniversary of September 11th through a day of remembrance and service — and celebrate America's 250th year in the most fitting way possible: by serving one another.

Start the morning with a free light breakfast, a flag ceremony, and a heartfelt remembrance of 9/11. Then choose from a variety of service projects across Wasatch County — there's something meaningful for everyone, every age, every ability.

Ready to serve?
Sign in to your JustServe account at justserve.org to view and register for available projects. New to JustServe? Sign up free — it only takes a minute.



Saturday, SEPTEMBER 12 9AM to 12 PM

**Heber Main Street Park
200 S Main Street, Heber**

FAMILY DINNER IN THE PARK

Don't miss the Caring Community Coalitions annual Family Dinner in the Park. Families will get a take home meal with all the ingredients for taco soup and then get to stay and eat taco salad at the park. Come early before supplies run out. Monday, September 14 from 5:30 to 7 p.m., at Southfield Park (100 S Southfield Rd)



EVENTS & MEETINGS

SEP 14

Family Dinner in the Park.
5:30 to 7 PM, Southfield Park
Free dinner while supplies last

SEP 16

Plein Air Rendezvous.
10 AM - 5 PM, Midway Town Hall
pleinairpaintersofutah.com

SEP 18 - 19

Tractor Days
10 AM - 6 PM, Heber Valley Artisan Milk & Cheese
hebervalleyartisancheese.com

SEP 19 - 20

Mountain Bike World Series
8 AM - 5 PM
ucimtbworldseries.com

SEP 24 - 26

Wasatch EuroFest Car Show
12 - 5 PM,
Midway Town Square

SEP 26

Free Concert Series
6 - 7 PM,
Wasatch County Library
library.wasatchcounty.gov

OCT 1, 2, 5, 8

Halloween Train. 7 - 8:30 PM
Heber Valley Railroad Depot
heberttrain.com

OCT 3, 10, 17, 24

Pumpkin Train.
Heber Valley Railroad Depot
heberttrain.com

OCT 9 - 11

Schutzenski Festival.
8 AM - 5 PM, Soldier Hollow
utaholympiclegacy.org

OCT 15

WHIMSY! The Musical
The Ideal Playhouse
Oct 15, 16, 17, 22, 23, 24
artaroundthesquare.com

HELLO HEBER!

*The Mayor's Newsletter** September 2026

*Some articles may express opinions or positions of individual elected officials and may not reflect the official policy of the City.
A majority of the council establishes Official City policy.



Hello and Happy Fall! I'm pleased to announce that Heber City is now a 'Just Serve' City. This means our City recognizes and encourages volunteerism. Serving others makes you and the community better.

You can serve at the 9/11 NATIONAL DAY OF SERVICE, it's the 25th Anniversary of this—which goes right along with the 250th Anniversary of our Nation this year. See more under 'You are Invited.'



OPINION:

Are conflicts of interest fair to you?

Are conflicts of interest **fair to taxpayers** paying for an elected officials' private gain? **Absolutely not.**

I believe **it's not fair** when elected officials vote on government decisions that favor themselves.

I believe **it's not fair** when candidates hide their obvious conflicts of interest—especially when receiving taxpayer grants/contracts while running for office.

I believe **it's not fair** when City elected officials hire out to represent clients so the client can get favorable city laws.

I believe **it's not fair** when elected officials can vote to approve taxpayer grants back to their job or private investments.

I believe **it's not fair** when elected or appointed city officials hide awarding taxpayer contracts that benefit themselves or their private agendas.

What kind of government do you want?

Do you want the highest ideals of public service and ethics in government? I've taught that for decades. We need them more than ever.

Final Question: will our Country survive if public service only means private benefits to those in power—or their friends?

Let's be wise about conflicts of interest in every election.



CELEBRATE 1776: The final battle of the Revolutionary War started on Sep 28, 1781—the Battle at Yorktown lasting through October 19th. That tremendous victory secured the Declaration's beliefs for us to become an independent nation.

Email or Call Me with Questions or Concerns: **Mayor Heidi Franco, 435-671-8244, hfranco@heberut.gov**

HELLO HEBER!

*The Mayor's Newsletter** September 2026

*Some articles may express opinions or positions of individual elected officials and may not reflect the official policy of the City.
A majority of the council establishes Official City policy.



CALENDAR O F E V E N T S

You Are All Invited!

Sep 11 - 26 'Big Fish' – the Broadway Musical plays at the Ideal Theatre, 7 pm. 113 N Main.

Sep 12 Planes & Horsepower Car Show, Heber Valley Airport. 8 am – 4 pm.

9/11 National Day of Service & Remembrance – 25th Anniversary,
Main Street Park,
9 am - Opening Ceremonies, free light breakfast. 10 am - Service Projects.

Hit the Trails at Jordanelle Ridge, 9 am – Noon.

Start at 2013 N Coyote Canyon Parkway with the Wasatch Trails Foundation.

Provo River Days, 10 am – 2 pm.
Activities at Rock Cliff Nature Center, Wasatch Mountain State Park, Deer Creek State Park and Vivian Park.

St. Lawrence Annual Fall Festival,
100 W Center Street, 11 am – 5 pm.

Sep 14 Free Family Dinner in the Park, Southfield Park, 5:30 pm – 7 pm.

Sep 18 - 19 Heber Valley Fall Classic 2026 – Pickleball Tournament, Southfield Park. Sign up <https://pickleballtournaments.com/tournaments/heber-valley-fall-classic-2026>



For more events visit:
heberut.gov/212/Events

GIVING CORNER



SPANISH TRANSLATORS WANTED

Community Action Food Bank
34 W 200 S. Heber City
Tuesdays / Thursdays.

Contact Sydney at 801-502-2097

DONATIONS WANTED

Items are needed to improve the Heber Valley Animal Services building including: building materials, shade structures, fencing.

Contact Chief Sever at 435-654-3040

Email or Call Me with Questions or Concerns: **Mayor Heidi Franco, 435-671-8244, hfranco@heberut.gov**

Adopted 2/3/26



Heber City Communications Policy

I. **Policy Purpose:** The purpose of this communication policy is to uphold a clear, consistent, and trustworthy public identity and message, and to establish standards to clearly articulate between official Heber City statements and communications and personal opinions or positions of Elected Officials.

II. **Police Department Communications.** Any press releases or official statements of the police department (together "Police Department Communications") shall be reviewed and approved by the Chief of Police or his designee prior to release.

III. **Official Written City Communications:** The city newsletter, flyers, brochures, digital communications on official City accounts or pages, or City website materials (collectively "Official City Written Communications") shall be compiled by staff and must be reviewed and approved by the City Manager or his designee before publication or release to determine whether such materials:

1. Accurately reflect the official position of the City (as determined by a majority of the City Council);
2. Do not include any inaccurate or misleading information;
3. Do not negatively impact the reputation or integrity of the City; or
4. Do not unreasonably subject the City to potential liability or litigation.

Except for contributions of Elected Officials, the City Manager or his designee shall have final authority to either amend the wording or not publish any Official City Written Communication.

IV. **Elected Official Communications.** Elected Officials shall make all reasonable efforts to ensure that:

1. Any communication by the Elected Official in their official capacity or as a representative of the City (including written communications from the Elected Officials' City email account, interviews, or statements made as an appointed board member) are factually correct and represent the official position, policy or actions of Heber City (as determined by a majority of the City Council); or
2. The Elected Official shall clearly indicate that the statements or opinions are only the position or opinion of that Elected Official.

Elected Officials may represent that the Elected Officials will campaign for, vote in favor of, or support an issue or item, but Elected Officials shall not make any promises or commitments to residents on behalf of Heber City or that can be construed as a promise or commitment on behalf of Heber City unless such promises or commitments have been approved by the City Council. Elected Officials shall comply with all state laws with respect to utilizing city resources for campaign purposes.

V. Opinion Sections or Articles in City Newsletter. Any articles in the City newsletter drafted by an Elected Official shall include a disclaimer that the article may include opinions or positions of that Elected Official and may not reflect the official policy of the City.

VI. Press Releases. Except for press releases related solely to the police department, any press releases shall be reviewed by the Mayor and City Manager prior to publication or release. City Manager is responsible for final press release content.

VII. Disclosure to City Council: In order to allow Mayor and City Council to be ready to respond to questions or comments from the public, the City Manager or Police Chief shall provide any press releases, Official Written City Communications or Police Department Communications to the Mayor and City Council prior to release or as soon as reasonably practical after the release if the City Manager or Police Chief believe that the communication involves a controversial policy or issue or will result in Elected Officials being required to respond to questions or comments from the public.

VIII. Council Review of Surveys. The City Council must authorize any official survey of the City, and the City Council may require that the questions and format of the survey be reviewed by the City Council in a public meeting. Informal surveys by Elected Official shall clearly indicate that they are not an official survey of the City, and Elected Officials shall not represent the results of such survey as an official survey of Heber City.

IX. City Attorney Review. Except for emergency situations, the City Manager or Police Chief shall request the City Attorney review any Official City Written Communications or Police Department Communications if the City Manager or Police Chief believe that the communication may result in liability for the City or any legal action involving the City.



Heber City Council Staff Report

MEETING DATE: 9/15/2026
SUBJECT: Consider Bids to Raze and Cap Heber Light and Power Building
RESPONSIBLE: Matt Brower, Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City has been discussing options for use of various properties the CRA has purchased in the downtown. Council has generally leaned towards considering the razing of the Heber Light & Power building at 31 South 100 West and use of the property as public parking, though some Council members have expressed concern that the existing office space may have value to keep instead of parking. Staff has obtained 4 quotes for bulldozing the building and repaving the property as parking.

Policy questions for the CRA Board include:

- Should the Heber Light & Power Building at 31 South 100 West be razed and turned into public parking?

RECOMMENDATION

Staff recommends the CRA raze the building and repave the area for parking and contract with Heber Homes, the lowest bidder, to begin work as soon as possible.

BACKGROUND

Three contractors have submitted bids on the project as shown below and detailed in attachments.

Firm	Cost	Asbestos Testing	Permits	Total
Heber Homes	\$76,776.00	Included	Included (\$500)	\$79,968.00
Witt Excavating	\$82,370	\$2,300	Not included	\$84,670.00
Lance Excavation	\$86,767	Included	Not included	\$86,767.25
JB Gordon	\$144,412.50	\$2,300	Not included	\$146,712.50

DISCUSSION

The lowest quote for demolition and repaving the area is by Heber Homes for a price of \$79,968. One benefit to the lowest bid is the asbestos testing costs are included as part of the bid package and the City would not have to enter into a separate contract for that work. It is unlikely the building contains asbestos; however, in the event of asbestos, the scheduling of demolition would slow down to accommodate the removal work. All contractors have indicated the ability to start work late this year.

FISCAL IMPACT

The lowest bid was from Heber Homes in the amount of \$79,968. The work to demolish the building and cap the area will be funded from the CRA fund. Should Council approve the work, staff will add this cost to a future budget amendment.

CONCLUSION

The CRA has acquired properties for the purpose of redevelopment and parking in the downtown. Now that the CRA has taken possession of the Heber Light and Power building, the CRA should consider taking the next step to move forward with demolishing the building and converting the area into a parking lot.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve the item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve the item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Planning

Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Heber Homes HL&P Estimate
2. Witt Anthony Kohler - Parking Plan for Heber City Site 7.16.26
3. Lance
4. Gordon Old HL&P Building Demo & Parking - EST. 2750
5. Wasatch Env Heber City Proposal



PO Box 484
Heber City, UT 84032

Date	Estimate
8/28/2026	3954

To
Heber City

Project
Heber Light & Power Building 31 S 100 W Heber

Description	Amount
Demo existing building & parking lot	
Asbestos Testing	\$ 1,150.00
Asbestos Removal	TBD
Permits	\$ 500.00
Disconnect power at main line	\$ 350.00
Disconnect gas at main line	\$ 750.00
Abandon water & sewer at main line	Heber City
Demo & haul off building	\$ 12,700.00
Demo foundation, concrete & parking lot	\$ 12,600.00
Roadbase place & compact parking lot	\$ 11,900.00
Asphalt (3") & final grading	\$ 27,900.00
Pour concrete waterway	\$ 2,050.00
Paint parking lot striping	\$ 1,500.00
Builder's Overhead & Profit	\$ 8,568.00
Total	\$ 79,968.00

WITT EXCAVATING, INC.

EARTH WORK - UTILITIES - TOP SOIL - ROCKS
SERVING THE HEBER VALLEY SINCE 1962

1245 SOUTH 1200 WEST
HEBER CITY, UTAH 84032
PHONE (435) 654-2463
FAX (435) 654- 5529
EMAIL: WITTEXCAVATING@MSN.COM

July 16, 2026

Anthony Kohner
Heber City – Community Development Director
75 North Main Street, Heber City, UT 84032
Phone: 435-654-4830
Email: tkohler@Heberut.gov

Job Name: Parking Plan for Heber City Site
Job Location: 51 South 100 West Heber, UT

Excavating Estimate Scope of Work:

Demo Building

- Demo building & export debris to authorized garbage facility including paying dump fees
- Remove retaining wall, asphalt ramp, landscaping, etc. – including export & paying dump fees
- Import, grade & compact A1A structural fill to fill in basement & bring grade up to subgrade for parking lot

Estimate Total for Demo Building: \$ 34,870.

Parking Lot

- Import & grade road base for asphalt parking lot
- Saw cut existing asphalt edge
- Pave parking lot with 3” of asphalt
- Stripe parking lot as per plan

Estimate Total for Parking Lot: \$ 47,500.

Estimate Notes:

- Estimate does not include bonds, fees, permits, engineering, compaction testing.

We look forward to working with you on this project,

Russ Witt
Witt Excavating Inc.
(801) 301-7635

Dear Anthony,

It is our pleasure to present this bid from Lance Excavating Inc. for the demolition of the existing building and paving of the parking lot located at **31 S 100 W, Heber City, Utah 84032**.

We are presenting three different options for your consideration. Please review each option carefully, as the details and recommendations are also outlined within the attached bid. If you have any questions or would like to discuss the options further, please do not hesitate to reach out.

This work will take approximately three weeks to complete and can be done in late October/early November 2026 or early Spring 2027.

Option 1 – Recommended for Quality and Performance

Lance Excavating Inc. will demolish the existing building and remove and dispose of all fill material beneath the grass area and existing parking area. We will not remove the concrete wall to the north side of the property line; we believe the footing is under the church side curb and gutter.

We anticipate that the fill beneath the existing parking area may consist of topsoil and/or contaminated material that is not suitable for use as compacted fill in the basement void.

The basement void and parking lot area will be backfilled with granular borrow. The parking lot section will consist of:

- 1' of granular borrow
- 6" of road base
- 3" of driveway-mix asphalt

Option 2 – Recommended for Quality, Performance, and Price

Lance Excavating Inc. will demolish the existing building and remove all fill material beneath the grass area and existing parking area. We will not remove the concrete wall to the north side of the property line; we believe the footing is under the church side curb and gutter.

We anticipate that the fill beneath the existing parking area may consist of topsoil and/or contaminated material that is not suitable for use as compacted fill in the basement void.

Under this option, **Heber City will provide the necessary trucking and a dumpsite** for the existing material removed from beneath the grass and existing parking areas.

The basement void and parking lot area will then be backfilled with granular borrow. The parking lot section will consist of:

- 1' of granular borrow
- 6" of road base
- 3" of driveway-mix asphalt

Option 3 – Recommended for Price

Lance Excavating Inc. will demolish the existing building and remove all fill material beneath the grass area and existing parking area. We will not remove the concrete wall to the north side of the property line; we believe the footing is under the church side curb and gutter.

We anticipate that the fill beneath the existing parking area may consist of topsoil and/or contaminated material that is not suitable for use as compacted fill in the basement void. However, under this option, we can utilize **the existing parking lot material to backfill and compact the basement void.**

Granular borrow will then be used to bring the remainder of the parking area to subgrade, with an estimated 1' thick lift, followed by:

- 6" of road base
- 3" of driveway-mix asphalt

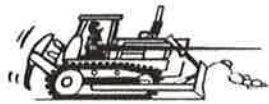
Please note: Lance Excavating Inc. will not warranty or be responsible for any future settlement or sinking resulting from the use of native or existing material to backfill the basement void under Option 3.

Please find the attached bid pricing for your review. We appreciate the opportunity to provide this proposal and look forward to working with you. Please feel free to reach out with any questions or if you would like to discuss the options in greater detail.

Best Regards,

Lance Excavating Inc.

Lance Excavating, Inc.



121 N 600 W
Heber City, UT 84032
P: 435-654-3558
F: 435-654-3474
lance.excavating@gmail.com

Heber City Building Demo Estimate

Estimate #: Option 1
Invoice date: 9/10/2026
Job: Old Heber
Power and Light
Building Demo

Estimate to: Heber City Co.
Address: 31S 100W
Heber City,
Utah 84032
Phone: (435) 654-0757

Item #	Description	Quantity	Unit	Unit price	Additional Cost	Total Price
1	Building Demolition	1.00	EA	\$ 16,275.00		\$16,275.00
2	Cap Sewer Lateral at Property Line	1.00	EA	\$ 500.00		\$500.00
3	Cap Water Lateral at Property Line (save meter and mechanical)	1.00	EA	\$ 500.00		\$500.00
4	Excavate Parking Lot Area	1.00	EA	\$ 38,237.50		\$38,237.50
5	Place Granular Borrow Parking Lot Area (Backfill Basement Void) - 1' Thick	1.00	EA	\$ 41,870.00		\$41,870.00
6	Place Roabbase Parking Lot Area - 6" Thick	1.00	EA	\$ 11,189.00		\$11,189.00
7	Pave Parking Lot Area (Driveway Mix - Not Commercial Mix) - 3" Thick.	1.00	EA	\$ 24,190.00		\$24,190.00
8	Asbestos Inspection/DAQ Permitting	1.00	EA	\$ 2,275.00		\$2,275.00
9	Paint and Strip Per Drawing Detail	1.00	EA	\$ 920.00		\$920.00
Bid Clarifications and Notes					Bid Subtotal	\$135,956.50
Warranty:					Tax Rate	0.00%
One-year warranty provided on completed work. Area of work is calculated at 82 ft x 100 ft					Sales Tax	\$0.00
Contaminated Materials:					Deposit Received	\$0.00
Any contaminated or hazardous materials discovered within the building or on the property, including asbestos or similar materials, are excluded from the bid. If such materials are encountered, additional costs will apply for their removal, handling, transportation, and proper disposal in accordance with applicable regulations.					TOTAL	\$135,956.50

Excavation and Material Removal:

Lance Excavating will remove and export all material beneath the existing parking lot and grass areas. We anticipate that the material beneath the existing asphalt will consist primarily of native soil/topsoil that is contaminated and unsuitable for reuse in compacted areas. We will not remove the concrete wall to the north side of the property, we believe the footing is under the church side curb and gutter.

Basement Backfill:

All material used to backfill the basement area of the building will consist of granular borrow material. The cost of this material is included in the above bid price.

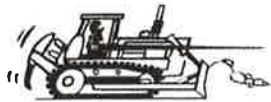
Gas Meter:

No gas meter was located on the property, and the gas company has no record of a gas meter at the site. Therefore, no allowance or bid has been included for capping or removing a gas meter at the property line.

Please make all checks payable to Lance Excavating, Inc.

Bid price valid for 30 days from estimate posted date.
lance.excavating@gmail.com | www.lanceexcavating.com

Lance Excavating, Inc.



121 N 600 W
Heber City, Ut 84032
P: 435-654-3558
F: 435-654-3474
lance.excavating@gmail.com

Heber City Building Demo Estimate

Estimate #: Option 2
Invoice date: 9/10/2026
Job: Old Heber
Power and Light
Building Demo

Estimate to: Heber City Co.
Address: 31S 100W
Heber City,

Phone: Utah 84032
(435) 654-0757

Item #	Description	Quantity	Unit	Unit price	Additional Cost	Total Price
1	Building Demolition	1.00	EA	\$ 16,275.00		\$16,275.00
2	Cap Sewer Lateral at Main	1.00	EA	\$ 500.00		\$500.00
3	Cap Water Lateral at Main (save meter and mechanical)	1.00	EA	\$ 500.00		\$500.00
4	Excavate Parking Lot Area	1.00	EA	\$ 14,806.25		\$14,806.25
5	Place Granular Borrow Parking Lot Area (Backfill Basement Void) - 1' Thick	1.00	EA	\$ 41,870.00		\$41,870.00
6	Place Roabbase Parking Lot Area - 6" Thick	1.00	EA	\$ 11,189.00		\$11,189.00
7	Pave Parking Lot Area (Driveway Mix - Not Commercial Mix) - 3" Thick.	1.00	EA	\$ 24,190.00		\$24,190.00
8	Asbestos Inspection/DAQ Permitting	1.00	EA	\$ 2,275.00		\$2,275.00
9	Paint and Strip Per Drawing Detail	1.00	EA	\$ 920.00		\$920.00

Bid Clarifications and Notes

Warranty:

One-year warranty provided on completed work. Area of work is calculated at 82 ft x 100 ft.

Contaminated Materials:

Any contaminated or hazardous materials discovered within the building or on the property, including asbestos or similar materials, are excluded from the bid. If such materials are encountered, additional costs will apply for their removal, handling, transportation, and proper disposal in accordance with applicable regulations.

Excavation and Material Removal:

Lance Excavating will remove all material beneath the existing parking lot and grass areas. We anticipate that the material beneath the existing asphalt will consist primarily of native soil/topsoil that is contaminated and unsuitable for reuse in compacted areas. If Heber City elects to provide the trucking and disposal site for soil removed from beneath the existing parking lot area, the associated cost is reflected in Bid Option #2. We will not remove the concrete wall to the north side of the property, we believe the footing is under the church side curb and gutter.

Basement Backfill:

All material used to backfill the basement area of the building will consist of granular borrow material, which is included in the above bid price.

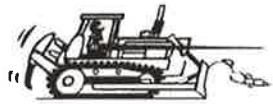
Gas Meter:

Bid Subtotal	\$112,525.25
Tax Rate	0.00%
Sales Tax	\$0.00
Deposit Received	\$0.00
TOTAL	\$112,525.25

Please make all checks payable to Lance Excavating, Inc.

Bid price valid for 30 days from estimate posted date.
lance.excavating@gmail.com | www.lanceexcavating.com

Lance Excavating, Inc.



121 N 600 W
Heber City, UT 84032
P: 435-654-3558
F: 435-654-3474
lance.excavating@gmail.com

Heber City Building Demo Estimate

Estimate #: Option 3
Invoice date: 9/10/2026
Job: Old Heber
Power and Light
Building Demo

Estimate to: Heber City Co.
Address: 31S 100W
Heber City,

Utah 84032
Phone: (435) 654-0757

Item #	Description	Quantity	Unit	Unit price	Additional Cost	Total Price
1	Building Demolition	1.00	EA	\$ 16,275.00		\$16,275.00
2	Cap Sewer Lateral at Main	1.00	EA	\$ 500.00		\$500.00
3	Cap Water Lateral at Main (save meter and mechanical)	1.00	EA	\$ 500.00		\$500.00
4	Excavate Parking Lot Area	1.00	EA	\$ 14,806.25		\$14,806.25
5	Place Granular Borrow Parking Lot Area (Backfill Basement Void) - 1' Thick	1.00	EA	\$ 16,112.00		\$16,112.00
6	Place Roabbase Parking Lot Area - 6" Thick	1.00	EA	\$ 11,189.00		\$11,189.00
7	Pave Parking Lot Area (Driveway Mix - Not Commercial Mix) - 3" Thick.	1.00	EA	\$ 24,190.00		\$24,190.00
8	Asbestos Inspection/DAQ Permitting	1.00	EA	\$ 2,275.00		\$2,275.00
9	Paint and Strip Per Drawing Detail	1.00	EA	\$ 920.00		\$920.00
Bid Subtotal						\$86,767.25
Tax Rate						0.00%
Sales Tax						\$0.00
Deposit Received						\$0.00
TOTAL						\$86,767.25

Bid Clarifications and Notes

Warranty:

One-year warranty provided on completed work. Area of work is calculated at 82 ft x 100 ft.

Contaminated Materials:

Any contaminated or hazardous materials discovered within the building or on the property, including asbestos or similar materials, are excluded from the bid. If such materials are encountered, additional costs will apply for their removal, handling, transportation, and proper disposal in accordance with applicable regulations.

Excavation and Material Removal:

Lance Excavating will remove all material beneath the existing parking lot and grass areas. We anticipate that the material beneath the existing asphalt will consist primarily of native soil/topsoil that may be contaminated and is not suitable for reuse as compacted structural fill. We will not remove the concrete wall to the north side of the property, we believe the footing is under the church side curb and gutter.

However, as a cost-saving measure, Lance Excavating can utilize this excavated material as backfill in the basement area in lieu of the recommended granular borrow material. If this material is used as compacted backfill, Lance Excavating will not warrant or be responsible for any settlement, sinking, or other deficiencies in the new parking lot resulting from the use of this material in lieu of the recommended granular borrow to backfill the basement void.

Gas Meter:

No gas meter was located on the property, and the gas company has no record of a gas meter at the site. Therefore, no allowance or bid has been included for capping a gas meter at the property line.

Please make all checks payable to Lance Excavating, Inc.

Bid price valid for 30 days from estimate posted date.
lance.excavating@gmail.com | www.lanceexcavating.com

ESTIMATE

JB GORDON CONSTRUCTION INC
PO Box 635
Heber City, UT 84032-0635

RILEY@JBGORDONCONSTRUCTIO
N.COM
+1 (435) 731-0931
jbgordonconst.com



Heber City:Old HL&P Building Demo & Parking

Bill to
Heber City
75 N. Main
Heber, UT 84032

Estimate details

Estimate no.: 2750
Estimate date: 08/26/2026

#	Description	Qty	Rate	Amount
1.	Mobilization - LS	1	\$2,500.00	\$2,500.00
2.	SWPPP - LS	1	\$4,000.00	\$4,000.00
3.	Complete Building Demolition (Including footings/foundation, interior sidewalks, shrubs, flagpole, asphalt per plan, drive approach, retaining wall, interior curbing. With export and dump fees) - LS	1	\$51,350.00	\$51,350.00
4.	Excavation/Stripping (As Needed) - CY	400	\$15.00	\$6,000.00
5.	Imported A1a Fill (for parking lot subgrade and to bring building footprint up to grade) [As Needed] - CY	750	\$43.75	\$32,812.50
6.	Cap Water and Sewer - EA	2	\$950.00	\$1,900.00
7.	Untreated Base Course (6" thick) w/ Fine Grading - SQ. FT.	7320	\$1.50	\$10,980.00
8.	Asphalt Paving (3" thick) - SQ. FT.	7000	\$3.40	\$23,800.00
9.	Parking Lot Striping (45 stalls, 1 coat of paint) - LS	1	\$750.00	\$750.00
10.	4' Concrete Waterway (If Needed) - SQ. FT.	320	\$26.00	\$8,320.00
11.	Density Testing (If Needed) - LS	1	\$2,000.00	\$2,000.00

Total \$144,412.50

Note to customer

TERMS:
Payment Due Net 30 Days

All quantities are estimates only. Billing will be based off of actual field measured quantities installed.
Any unforeseen/undisclosed site conditions will result in change order.
City sidewalks and curb/gutter to remain.

EXCLUSIONS:
Asbestos abatement & hazmat removal, permits, bonds, fees,
Division of Air Quality filing, responsibility for damage to unmarked utilities, engineering, electrical and gas work, surveying

Accepted date	Accepted by
---------------	-------------

Heber City
Anothony Kohler
75 North Main Street
Heber City, Utah 84032

July 13, 2026

SUBJECT: Pre-Demolition Asbestos Survey
Heber Light & Power
45 South 100 West
Heber City, UT 84032

In accordance with your request, Wasatch Environmental, Inc. (Wasatch) has prepared this proposal for conducting an asbestos survey at the subject property.

SCOPE OF SERVICES

Asbestos

Wasatch would provide State of Utah-certified asbestos building inspectors to perform the survey. To identify asbestos-containing building materials as part of asbestos survey inspection activities, Wasatch would follow the applicable asbestos sampling protocol outlined in AHERA (Asbestos Hazard Emergency Response Act) 40 CFR 763.86 and Utah Division of Air Quality Regulations, R307-801-10. For surfacing materials, we would apply the 3-5-7 Rule which requires that a minimum of three samples be collected for homogenous materials encompassing less than 1,000 square feet, a minimum of five samples be collected for materials encompassing between 1,000 and 5,000 square feet, and a minimum of seven samples be collected for materials encompassing greater than 5,000 square feet. A "homogenous" material is determined by the same color, texture, size, and boundary of the building.

For thermal system insulation (TSI), a minimum of three samples per homogenous area should be collected. For miscellaneous materials, a minimum of two samples will be collected for each homogeneous area. No samples need to be collected from any homogenous area of thermal system insulation if the inspector determines that the TSI is fiberglass, foam, rubber, or other non-asbestos containing material (ACM). We estimate collecting approximately 25 asbestos samples. This estimate includes up to five samples of vermiculite block wall filler if present.

Asbestos samples would be transported to a laboratory accredited by the National Voluntary Lab Accreditation Program (NVLAP). The samples would be analyzed for asbestos content by polarized light microscopy according to EPA 600/R-93-116 on a standard laboratory turnaround. If a sample of friable asbestos is estimated to be 1% asbestos or less, but greater than 0% by EPA/600/R-93/116, the sample will be re-analyzed by EPA/600/R-93/116 with a 400 Point Count. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used. All separable layers within a bulk sample would be analyzed individually. Drywall system samples would be analyzed as a composite.

Reporting

Following receipt of the laboratory results, an Asbestos Survey report would be issued that would include the following:

- The name and address of the building, structure of facility that was inspected and the exact location of the area or component(s) inspected.

- Inspector's name, signature, contact information, and individual certification number(s).
- The date(s) the inspection/assessment was performed.
- Description of investigation protocols, sample collection and analytical procedures.
- Summary of findings and table including material description/homogeneous area/location in building/sample numbers/asbestos concentration/estimated quantity/material condition-assessment.
- Recommendations for the proper maintenance, handling, and /or abatement of confirmed asbestos containing materials.
- Sample location figure(s).
- Extent of each homogeneous area determined or assumed ACM figure(s).
- Photographic log with representative photos of materials sampled.
- COC / laboratory data packages / lab accreditations.
- Inspector and firm certifications.

Cost

The cost to perform the services described would not exceed \$2,300 and would be billed on a time and materials basis. This estimate assumes a standard 7 to 10 business day laboratory turnaround time.

Our services consist of professional opinions and recommendations made in accordance with generally accepted environmental engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

WASATCH ENVIRONMENTAL, INC.



Paige Williams
Project Manager
Industrial Hygiene Services

Accepted By: _____ Date: _____