

ORDINANCE NO. 2021-26

AN ORDINANCE AMENDING THE SAWMILL MASTER PLAN AND MDA

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

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

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

This Ordinance shall take effect immediately upon passage.

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

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



APPROVED:

Kelleen Potter
Mayor Kelleen Potter

ATTEST:
Shirley W. Cooke
RECORDER

Date: 10/19/2021

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

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

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

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

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

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 The original phasing plan of the 2018 Master Plan has been replaced by **Exhibit C** attached hereto.

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

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

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

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

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

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

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

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

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

8. Paragraph 12 is amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

11. This Agreement is contingent upon the following:

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

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

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

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

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

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

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

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

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

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

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

DATED this 4th day of January, 2021.

HEBER CITY:

By: Kelleen Potter
Mayor Kelleen Potter



ATTEST:

Urina W. Cooke

Brian W Cooke

Heber City Recorder

Whale White, LLC

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

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

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

BB Brian Bird
NOTARY PUBLIC

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



STATE OF UTAH)
) : Ss.
COUNTY OF WASATCH)

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

BB Brian Bird
NOTARY PUBLIC



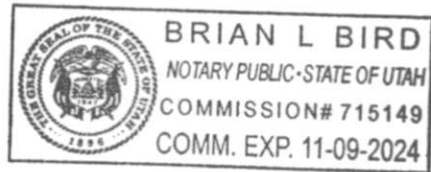
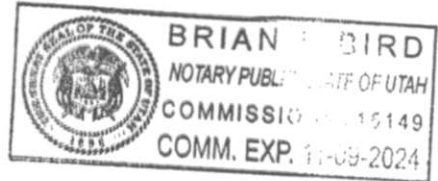
Pelican Pink. LLC

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

STATE OF UTAH)
 : Ss.
COUNTY OF WASATCH)

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

Brian Bird
NOTARY PUBLIC



Parcel ID:

00-0021-5883

00-0021-2375

00-0021-5884

00-0021-5886

00-0021-5885

00-0021-6980

00-0021-6981

00-0021-5835

00-0021-1525

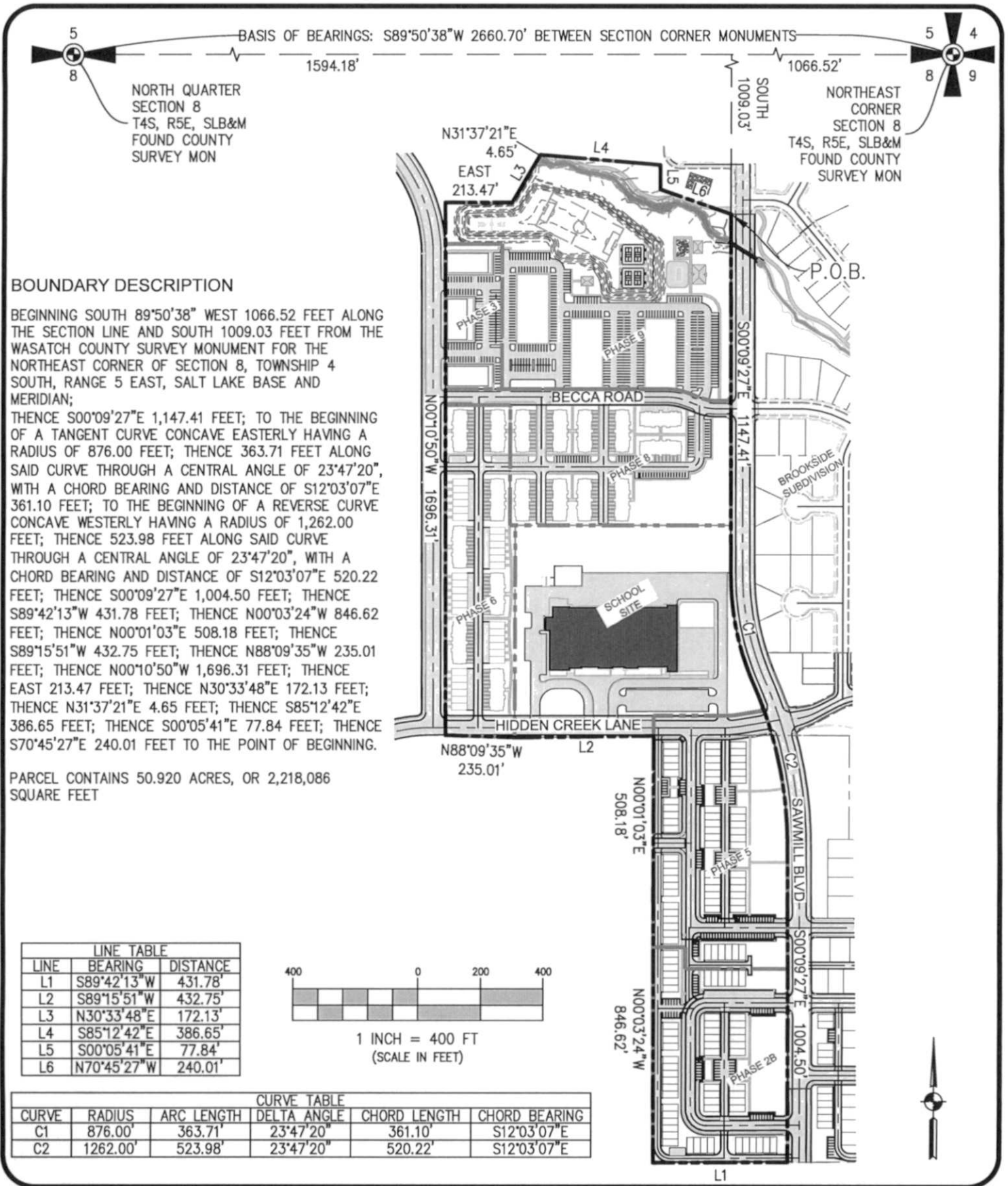
and all of Sawmill Phase 5

UNITS 501-561

TRAIL #'S

21-6145 to 21-6205

Exhibit A.



BOUNDARY DESCRIPTION

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

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

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

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



1 INCH = 400 FT
(SCALE IN FEET)

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

Z:\SEG Projects\CURRENT PROJECTS\C14-030 Sawmill Master\Working Files\Survey\chgs\C14-030 Sawmill MDA-WEST 2021.dwg

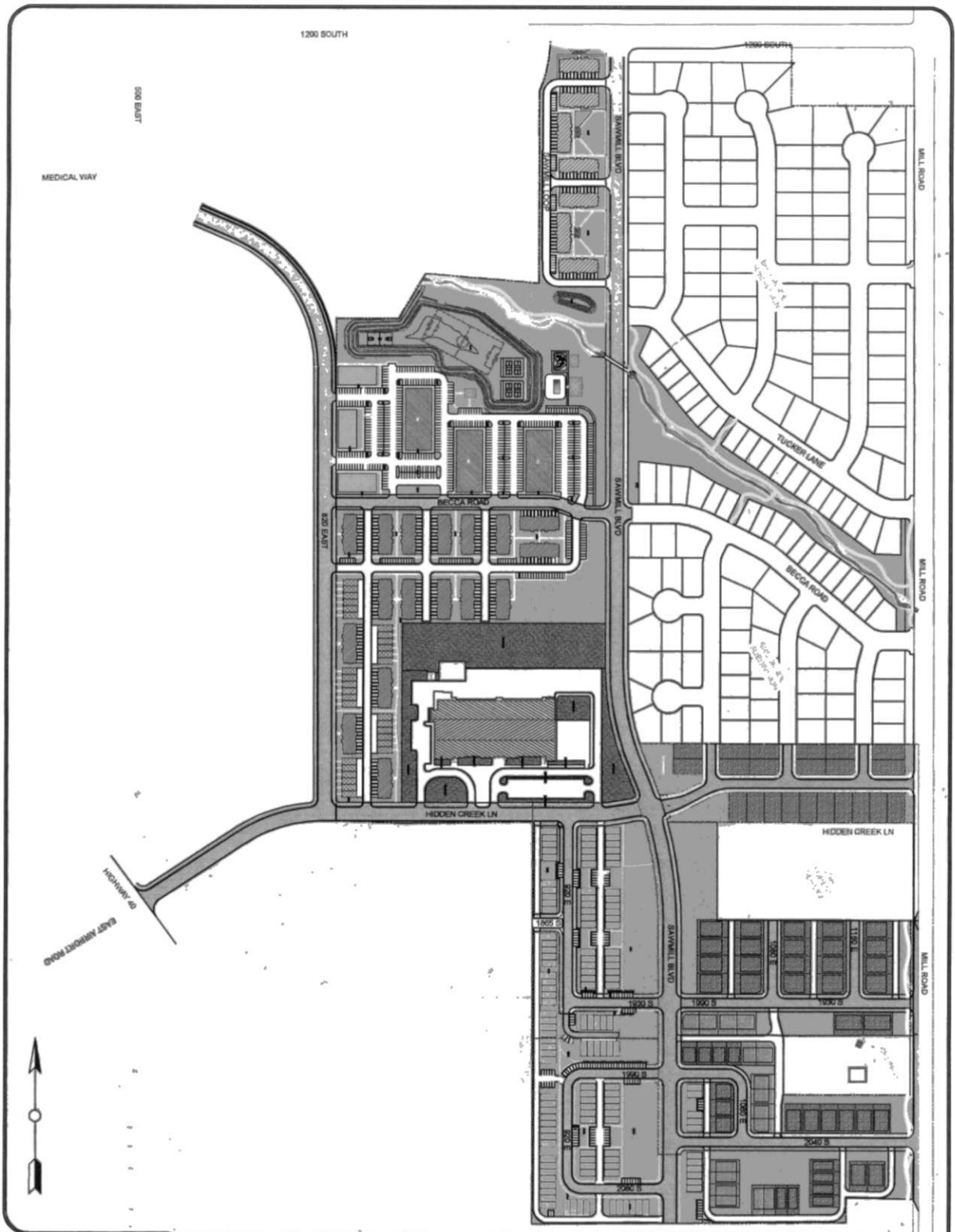
PROJECT C18-030	PROJECT SAWMILL SUBDIVISION
SHEET 1	MASTER DEVELOPMENT BOUNDARY EXHIBIT

55 WEST CENTER
P.O. BOX 178
HEBER CITY, UT 84032

P: 435.854.9229
F: 435.854.9231

Summit Engineering Group Inc.
Structural • Civil • Surveying

Exhibit B.



LEGEND

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

TABULATIONS

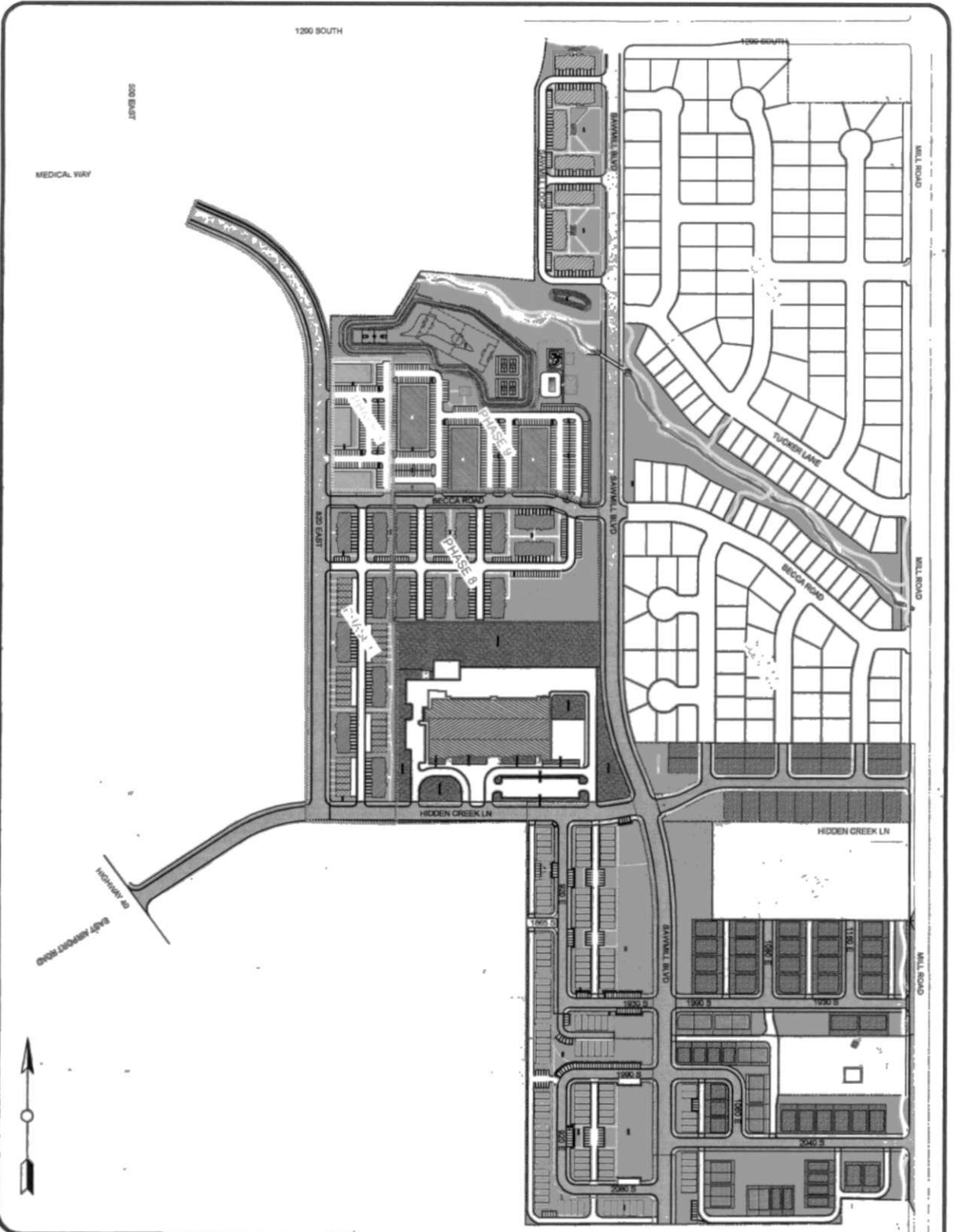
DESCRIPTION	EAST UNIT NO.	WEST UNIT NO.	PARKING	ADD. PARKING
ORIGINAL OPEN SPACE				
ORIGINAL WEST OF SAWMILL BLVD				27.00 AC
PROPOSED OPEN SPACE				19.88 AC
PROPOSED WEST OF SAWMILL BLVD				28.85 AC
SCHOOL SITE				19.73 AC
SCHOOL OPEN SPACE				10.01 AC
				4.29 AC
UNIT TYPE				
TOWN HOMES	11 UNITS	152 UNITS	268	150
TWIN HOMES	18 UNITS		36	
SINGLE FAMILY LOTS	63 LOTS		138	
CONDOS	240 UNITS	480	480	91
APARTMENT		108 UNITS	270	27
COMMERCIAL			144	
CLUB HOUSE & PARK				70
TOTAL	92	500	1417	268

PROJECT: SAWMILL SUBDIVISION MASTER PLAN EXHIBIT
 COVER SHEET

PROJECT: C18-030
 WEST 1

AS PREPARED BY: [Logo]
 PREPARED FOR: [Logo]

STRUCTURE • CIVIL • SURVEYING



LEGEND

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

TABULATIONS

ORIGINAL OPEN SPACE	27.00 AC		
ORIGINAL WEST OF SAWMILL BLVD	19.88 AC		
PROPOSED OPEN SPACE	28.85 AC		
PROPOSED WEST OF SAWMILL BLVD	18.73 AC		
SCHOOL SITE:			10.01 AC
SCHOOL OPEN SPACE:			4.29 AC
UNIT TYPE	EAST UNIT NO.	WEST UNIT NO.	ADD. PARKING
TOWN HOMES	11 UNITS	152 UNITS	268
TOWN HOMES	18 UNITS		36
SINGLE FAMILY LOTS	63 LOTS		138
CONDO'S	240 UNITS		480
APARTMENT	108 UNITS		216
COMMERCIAL			144
CLUB HOUSE & PARK			70
TOTAL:	92	500	1417
			268

PROJECT: SAWMILL SUBDIVISION MASTER PLAN EXHIBIT
 COVER SHEET

PROJECT: CTB-030
 SHEET: 1

BY: [Signature]
 IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE ON THIS 1st DAY OF [Month] 2011.

Structural • Civil • Surveying

Exhibit C.