

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Planning Commission Meeting**

February 25, 2025

6:00 p.m. – Regular Meeting

-Time and Order of Items are approximate and may be changed as Time Permits-

Public notice is hereby given that the monthly meeting of the Heber City Planning Commission will be in the Heber City Office Building, 75 North Main, South door, in the Council Chambers upstairs.

1. Regular Meeting:

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance: By Invitation
- IV. Prayer/Thought by Invitation ()
- V. Recuse for Conflict of Interest

2. Administrative Items:

- I. Conflict of Interest Training (City Attorney Jeremy Cook)
- II. 2025 PC Training:
The Planning Commissioners will need one hour of training from the link below to fulfill four hours for 2025.
As you complete your training please email Meshelle Kijanen with the Code or Codes where you took your training from:
Any Parts 3 through 6:
https://le.utah.gov/xcode/Title10/Chapter9A/10-9a.html?v=C10-9a_1800010118000101
- III. City Council Communication Item

3. Consent Agenda:

- I. 01.28.2025 PC Draft Minutes for Approval

4. Action Items:

- I. Public Hearing to Consider an Atlas Telecommunications Tower MDA Proposal (Jacob Roberts)

5. Work Meeting:

- I. Central Heber Overlay Discussion (Tony Kohler and John Janson)

6. **Adjournment:**

Ordinance 2006-05 allows Commission 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 Meshelle Kijanen at the Heber City Offices at 435.657.7898 at least eight hours prior to the meeting.

Posted on 02.22.2025, 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>. Notice provided to the Wasatch Wave.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
January 28, 2025

DRAFT Minutes

6:00 p.m. – Regular Meeting

1. Regular Meeting:

I. Call to Order

Chairman Phil Jordan called the Planning Commission Meeting to order at 6:05 p.m. and welcomed everyone present.

II. Roll Call

Planning Commission Present:

Chairman Phil Jordan Vice-
Chairman Tori Broughton
Commissioner Josh Knight
Commissioner Dave Richards
Commissioner Darek Slagowski
Commissioner Robert Wilson
Commissioner Greg Royall
Commissioner Dennis Gunn

Planning Commission Absent:

Staff Present:

Community Development Director Tony Kohler
Planning Office Admin Meshelle Kijanen
City Engineer Kyle Turnbow
City Engineer Ross Hansen
City Contracted Planner John Janson

Staff Participating Remotely:

Planner Jamie Baron
IT Specialist Anthon Beales

Also Present:

Greg Whitehead, Tracy Stratton, Oscar Covarrubias, Brian Balls, Ron Carlile

Also Attending Remotely:

Dan Peterson, Beau Thompson.

III. Pledge of Allegiance: By Invitation

Commissioner Tori Broughton led the recitation of the Pledge of Allegiance. IV. Prayer/Thought: By Invitation
Commissioner Dave Richards offered an invocation.

V. Recuse for Conflict of Interest N/A

2. Consent Agenda: N/A

3. Action Items:

I. Public Hearing to consider updates to the Heber City Standard Specifications and Drawings, Standard Plat, and Stormwater Design Manual. (City Engineer Kyle Turnbow)

City Engineer Kyle Turnbow explained the Engineering Staff Report and reported this was a standard update of their drawings, specs, and manuals. He summarized that most of the changes had been spurred by a review conducted by the Division of Drinking Water. He recounted that there were some formatting and clarification issues they needed to work through, and offered to present an expedited review to the Commission.

City Engineer Turnbow highlighted some of the major changes to the document, as well as some sections that had grammatical issues. He noted that roughness specification for roads had been added, which allowed the City to require roughness testing on more roads. He indicated they had added a pay reduction table for the asphalt reduction specs and explained the reasoning behind doing so was to mimic the structure that UDOT had. He also noted the camera requirements for the sewer had been updated, and now lateral lines in addition to the sewer mains would be required to have cameras. He also explained they had updated to a new style of fittings for sleeves on pipelines and briefly elaborated on how these fittings had changed in the last several years. He highlighted the appendix as well and the 'approved equivalents' section, which he noted had been updated. He summarized that overall, the majority of changes were fairly minimal, with the exception of changes to their road standards which had been more substantial.

City Engineer Turnbow went through the changes to the road standards in greater detail. He shared sketches of the landscape median that the City had on main collector roads and explained that there were some safety and maintenance concerns with them. He explained there was not enough room for emergency vehicles to get by on those roads if a car broke down, and he reported that due to this the City Council had voted to remove the landscape medians. He added that they had also removed the option to widen the right-of-way in the historic downtown area that would have allowed for angled parking. He reported that the City Council had not been in favor of angled parking.

City Engineer Turnbow reiterated that other than roads, most of their changes were just clarifications. He highlighted that there had been small changes to sidewalk widths and ADA access ramps on corners. There was a brief discussion about ADA requirements.

City Engineer Turnbow noted that they had added a new detail for a 10-foot-wide concrete trail, and elaborated that the City had not previously specified if trails had to be asphalt or concrete. He said that since asphalt was cheaper, developers generally pushed for asphalt trails and so the City had added a requirement for concrete.

Chairman Jordan asked what the County usually did, and City Engineer Turnbow

replied that most County trails were asphalt. City Engineer Turnbow summarized that although asphalt was initially cheaper, asphalt required more maintenance over time.

City Engineer Turnbow also addressed the updates made by the Division of Drinking Water. He shared some sketches that showed some changes to the sewage system that were designed to prevent contamination. He explained that they had also removed a design requirement, as it was overly restrictive given the availability of equipment on the market. He said that the rest of their standards were sufficient without that additional requirement, and noted that very few manufacturers actually created equipment that could meet that requirement.

City Engineer Turnbow clarified all these changes would be effective immediately once they were approved. He noted some editing changes they had made to their approval forms, and highlighted that they had changed the signatory requirement from "Planning Director" to "Planning Department" more broadly, which allowed for any member of the Planning Department to sign the document.

Chairman Jordan asked how often the standards were reviewed and City Engineer Turnbow replied that they aimed to update them every 2-3 years, although in recent years they had updated them annually as they had run across some things that needed to be altered. Commissioner Richards asked City Engineer Ross Hansen for his opinion on the changes and City Engineer Hansen expressed that he was familiar with all of the changes, and added that many of the changes had been done with the supervision of Horrocks and City Engineer Russell Funk.

Vice-Chair Broughton asked City Engineer Turnbow if they collaborated with the County and City Engineer Turnbow replied that they had not compared their standards to County standards, and noted that they generally only worked together if a project touched both City and County boundaries. Vice-Chair Broughton pointed out that the County was currently updating their General Plan, which would change the road widths. City Engineer Turnbow discussed that the Engineering Department ensured that City roads interfaced seamlessly with County roads.

Chairman Jordan indicated that they were going to move to a public comment period and requested Planning Admin Meshelle Kijanen to read the rules for public comment, which she did.

Chairman Jordan opened the floor for public comment. There were no comments, and Chairman Jordan closed the public comment period.

Chairman Jordan discussed that although the Planning Commission usually did not make an action in the same evening that they held a public hearing, since there were no comments from the public the Commission would move forward that evening with a recommendation.

Motion: Planning Commissioner Richards moved to forward a positive recommendation to the City Council for the Staff's updates to the Engineering's Standards Specifications, and Drawings for the Storm Water Design manual, and the Standard Plat as has been presented by City Staff. Commissioner Knight made the second.

Discussion: Chairman Jordan confirmed that City Staff was okay with the motion. City

Engineer Hansen confirmed that they were.

Voting Yes: Chairman Jordan, Vice-Chair Broughton, Commissioner Slagowski, Knight, Wilson, Richards and Royall.

Voting No: None. The Motion Passed 7-0.

II. Recommendation for amendment to the Annexation Policy Plan for the Wasatch Highlands (Tony Kohler)

Community Development Director Tony Kohler invited the applicants to join him, which they did and introduced themselves as Greg Whitehead and Tracy Stratton, both from Philo Ventures.

Community Development Director Kohler summarized the process for this proposal thus far as well as the process moving forward. He indicated they were currently at the stage in which the applicants needed to seek a positive recommendation from the Planning Commission and recapped the details of the public hearing that had been held in regard to this item. He also recapped a meeting that had been held with members of City staff, SITLA, and the County in which they had discussed the possibility of updating Heber City's annexation plan to include an area of Wasatch Highlands. Community Development Director Kohler commented that two meetings had taken place since that meeting: one interlocal meeting in January with Wasatch County and one at the most recent City Council meeting. Community Development Director Kohler said that the City Council had determined at their last meeting that they wanted to be involved with the decision-making process, though they did not want to 'ruffle the County's feathers.'

Community Development Director Kohler summarized that although the City was likely to not go through with this annexation process, he wanted to find a way for the City to maintain a spot at the table so that they could have influence over development in the area. He discussed that Heber had annexed other areas in the past for that exact reason; they did not want to have development imposed upon them by the County and annexation was a pathway to assert more agency as a City. He noted that annexation also allowed them to collect impact fees in addition to having more control over their border areas. Community Development Director Kohler reiterated that his recommendation was for Heber City to maintain control and 'stay in the driver's seat' even if they did not move forward with annexation, and he recommended that they update the annexation policy plan. He also encouraged the City and County to enter into an MOU that stated Heber City be consulted in regard to future developments, even if they were not a part of City boundaries.

Chairman Jordan asked Community Development Director Kohler to recount what their State representative had spoken about at the interlocal agreement. Community

Development Director Kohler reported that their State representative, Mike Kohler, had met with the County to discuss the issue. Chairman Jordan added that the conversation had been centered around what the position of SITLA was, as that had not been made clear. Chairman Jordan said he had been under the impression that Representative Kohler was going to speak with SITLA to clarify their stance, although he had not yet done so.

Vice-Chair Broughton asked what the timeline for a decision was. Community Development Director Kohler replied that if a petitioner was not moving along with the Planning Commission's process, they could move forward to the City Council's process. He discussed there was no set timeline, but out of fairness to the applicant they needed to make a decision in a reasonable time frame. He added that they were currently behind their original schedule. Vice-Chair Broughton confirmed that stalling was not a strategy available to them and Community Development Director Kohler said that if the Commission took too long, the petitioner could move ahead without a recommendation from the Commission.

Vice-Chair Broughton asked what their options were as far as zoning was concerned, if they were to annex the area. Community Development Director Kohler said they had several options; they could copy the County's zones, come up with new ones, or use zones that currently existed within Heber. Vice-Chair Broughton also asked how many buildable acres were included and one of the applicants replied that they had about 5,000 acres in total, of which approximately 2,000 acres were buildable.

Chairman Jordan asked if anything had substantially changed since a month ago when they had last met with the applicants. Mr. Whitehead provided some historic context about this development. He expressed that the County had recommended that they work with the City since 2022 when they had first proposed the project, and so he had been surprised that people from the County were now saying that he needed to consult with them. He explained he did not have an exact application to share since his goal was to create a collaborative project that suited everyone's needs. He hoped that the meeting tonight would help move the ball forward to determine what that project might be. He hoped that they could set politics aside and determine what the area should look like together, and he stated that he was willing to be collaborative with everyone in the Planning Commission, City Council, and County. Chairman Jordan clarified that nothing had changed in the application, other than the fact that they had been recommended to work with the County.

Commissioner Richards stated that SITLA was entitled to some density- although the total amount was unclear- and asked Mr. Whitehead what kind of development he thought would be good for the area. Mr. Whitehead repeated that although he had no specific plan, he thought a plan with 5,000 units was outrageous and expressed that he had no secret plans for a high-density development. Mr. Whitehead said he had not conceived of any plan that was more than 300 units and expressed that he was willing to work on a plan that had low density. Commissioner Richards asked how much density SITLA wanted to see and Mr. Whitehead said he was under contract to develop SITLA's land, although his contract did not state that he would develop a certain number of units. However, Mr. Whitehead explained that SITLA had indicated that they wanted affordable housing projects on their land, and so if he was no longer the developer, SITLA might build more affordable housing units on that property. Mr.

Whitehead elaborated that SITLA's plans depended on whether or not he was the developer of the land.

Commissioner Slagowski asked if Red Ledges had similar entitlements and Community Development Director Kohler explained why Red Ledges was unique. Community Development Director Kohler provided context about Red Ledges and explained it had actually been brought into the City as two different annexations, after which the area had been combined. Community Development Director Kohler recalled that at the time of annexation their density was one unit per 160 acres, and there were currently around 1,300 units located on 2,000 acres, which equated to about .71 units per acre.

Commissioner Wilson asked what initiated this development project. Mr. Whitehead explained that he had worked with SITLA in the past and this development had come out of discussions about what to do with the State-owned land. Mr. Whitehead added that the land was open for solicitation, which meant that the land was open for developers to propose projects upon. He explained there had been a 12-month period in which proposals were made, and his group had been vetted and ultimately selected to develop the land. Mr. Whitehead commented that he liked the Wasatch back and thought it was a fantastic area.

Vice-Chair Broughton asked to view an image of the property and see the slope. Community Development Director Kohler used Google Earth to share images of the property and discussed the topography briefly. Commissioner Slagowski asked if the SITLA parcel had access without the additional land and Mr. Whitehead replied that there were several access points. Mr. Stratton indicated where the easement was located on the map.

Commissioner Wilson asked why and how Christanson was connected to SITLA. Mr. Whitehead replied that he began working with SITLA in 2022, and SITLA had directed him to work with the local jurisdictions as much as possible. Mr. Whitehead pointed out on the map that a portion of the land that was owned by Christanson touched Heber City's boundary, and he explained that he had wanted to see if it was possible to annex that portion in case the SITLA property wanted to connect to Heber. He recounted that he had reached out to Christanson to see if they wanted to work together and said that Christensen had been receptive to that. Mr. Whitehead discussed that Christanson's involvement had actually been serendipitous because it allowed them the possibility to have greater density. Mr. Whitehead clarified that at this stage they were just planning the land, not building it and so it made sense to him to bring in all of the Christensen-owned land.

Chairman Jordan recalled Community Development Director Kohler's previous comment about the possibility of creating zoning that Heber did not currently have, and asked if the rights of the owners and developers changed once the land was annexed into the City. Community Development Director Kohler explained that if the property was brought under Heber City's jurisdiction, it would not result in any more rights being given to the developers or owners. Chairman Jordan asked if the developer or owner could ever choose to withdraw from an annexation, and Community Development Director Kohler replied that it was possible. Mr. Whitehead clarified that the development would only end up within Heber if they could agree on a site plan. Community Development Director Kohler also noted that the City could opt to withdraw

as well, and briefly spoke about the annexation process.

Chairman Jordan opened the floor to the Commissioners to make comments, and reminded the audience that the Commission's role was to speak on behalf of the public of Heber City, and also that the Commission was a recommending body.

Commissioner Richards expressed that many Heber residents had approached him with concerns over the possibility of annexing this area. Commissioner Richards said that he understood the concerns over the annexation and commented that many people did not realize this proposal was just to change the map, not actually annex the property. He then opined that this proposal had been done backwards or 'cart before the horse.' He further stated that he was in favor of adding this to the annexation plan, and acknowledged that did not mean the property would necessarily be annexed to the City. He commented that annexation was a lengthy process and Community Development Director Kohler spoke about the process the City had gone through to annex the Sorenson property. Commissioner Richards stated that Heber City needed to maintain their seat at the table so they could control development plans, and if they did not do so then they would have to just accept whatever happened with the property. He thought it was unfortunate that everyone was jumping to conclusions.

Chairman Jordan asked how solid the deal with SITLA was, and if there was a chance that SITLA could sell the property to the County. Mr. Whitehead replied that he was under contract with SITLA and stated that SITLA would not be able to sell or do anything with the property without consulting him first. Mr. Whitehead commented that he had wanted SITLA to attend the meeting and Commissioner Richards noted that was why he had made his comment about doing this plan 'backwards.'

Commissioner Slagowski thought they should add this to their annexation map, as this would allow them to keep having the discussion as to if the area should be annexed. Commissioner Knight also thought they should add it to the map as it maintained Heber's seat at the table, and added this showed some foresight in thinking about what the development could be. Commissioner Knight shared that he had also heard concerns from the public about having too much density in the development, and said if Heber added it to their annexation map then they could have more influence in ensuring that did not happen. Commissioner Wilson agreed that having it on the map was the better option for Heber and for the future and thought if they left it off the map they would be left with no control.

Commissioner Royall also agreed that they should at least add it to the map as that would allow Heber to get a better sense of the development plan. He asked if there was a possibility for a land swap between the developer and SITLA within the project boundaries that would better fit their density needs. Mr. Whitehead clarified that he was working with the City, not the State, and so even if they did swap it would not make a difference. Vice-Chair Broughton agreed with Mr. Whitehead and added it was one big piece of land.

Vice-Chair Broughton expressed that she was on the same page as the other Commissioners and thought they should add this to the map, as to not do so would be a disservice to the people of Heber. She urged the City Council to continue to consider this and emphasized it was important for all the involved jurisdictions to work on this

together.

Chairman Jordan thanked all the Commissioners for their thoughts. He said that they could take action that evening, but before they moved on to a motion he wanted to address the shift in the County's approach since 2022 when the proposal had first come about. He acknowledged that Heber City had the right to put reasonable expectations in place about how the City could influence the existing commitments. Chairman Jordan discussed that many people in the coming years might have complaints about the future development, although he appreciated that the land was owned by entities who had the right to develop it as they saw fit. Chairman Jordan said they had a recommendation from City staff for Heber and the County to enter into an MOU which would clarify the specific role that Heber City would play in the property. He asked the Commissioners if anyone wanted to make a motion and reminded the Commission to include the portion about the MOU.

Motion: Commissioner Richards moved to forward a Positive Recommendation to the Heber City Council for the amendment to the Annexation Policy Plan map for the Christensen, SITLA, and all adjoining property owners that were affected by the Wasatch Highlands project. He also recommended that the Heber City Council establish a strong MOU with the County, Heber Valley Special Service District, and the Twin Creeks Special Service District as they moved forward in planning this property. Commissioner Knight made the second.

Discussion: Chairman Jordan checked with Community Development Director Kohler if there needed to be more information included in the motion. Commissioner Richards asked if he needed to include a map. Community Development Director Kohler said he did not think they needed to include the exact phrase 'Wasatch Highlands' since they were discussing the land overall, not a specific development. Chairman Jordan suggested that they specifically highlight SITLA and Christanson as the owners of the land.

Commissioner Slagowski commented this was the best course of action to represent the people of Heber City and opined that this decision gave Heber a seat at the table. He hoped that the City Council would vote in a way that reflected the best interest of Heber City, and not succumb to pressure from how political this issue had become.

Commissioner Richards asked if he needed to specifically identify 'MOU' in the recommendation, or open it up to an interlocal agreement or other kind of partnership. Community Development Director Kohler thought MOU would be best, since that was a more binding agreement than another kind of arrangement. Commissioner Richards replied if that was the case, he wanted to keep the phrasing in the motion as 'MOU.' Commissioner Knight clarified that he understood the distinction between the two terms and expressed that his seconding of the motion still stood.

Voting Yes: Chairman Jordan, Vice Chair Broughton, Commissioners, Richards, Knight, Slagowski, Wilson and Royall **Voting No:** None. The Motion Passed 7-0.

4. Work Meeting:

I. Central Heber Overlay Zone & Historic Building Use Ordinances (Tony Kohler)

Chairman Jordan welcomed Planner John Jansen to the meeting.

Community Development Director Kohler introduced this item and mentioned that the Historic Board was invited that evening as they would be involved with the process. He noted that the presentation for the evening was very similar to a powerpoint that the Commission had already seen, though there were some small changes. He also outlined their tentative process and explained once the ordinances and timeline were reviewed by the Planning Commission, they could move to a public notice period for a public hearing. Community Development Director Kohler then discussed the tentative schedule in greater detail and noted that there could potentially be an adoption by the City Council in June.

Community Development Director Kohler explained that this item was under consideration because of the changes they had made to the General Plan back in 2023. He commented that he was 51 years old, and the zoning map that Heber currently had was older than he was. He noted that a lot had changed in the planning world since the 1970s and ideas about development had transformed significantly, so a reconsideration of Heber's guiding documents for planning in the City were greatly needed. He highlighted that in particular, there was a great need for affordable housing and 'missing middle' housing, which he explained was housing like bungalows, townhomes, courtyard apartments, and other types of housing that occurred before zoning had taken place. Community Development Director Kohler commented that a lack of 'missing middle' housing was one of the reasons for the current housing crisis.

Community Development Director Kohler said that this zone was intended to be flexible, which would allow it to change over time as the needs of the City changed. He explained the process that the City Council had gone through to look through the General Plan so far, and said the current proposal was to have two districts: the central neighborhood district (CND) and the transition corridor district (TCD). He elaborated that the CND was intended to be a lower density area that retained the feel of a single-family neighborhood, and the TCD was a mixed-use area with both commercial and residential spaces at a slightly higher density. He explained that the TCD would have lower-intensity mom-and-pop stores in addition to larger commercial spaces.

Community Development Director Kohler explained there would be a 35-foot height limit in the neighborhood zones, which he said was still sufficient for a several-story building. Chairman Jordan recalled that they had discussed the possibility of going above 35 feet in the C-3 zone, as long as there were setbacks. Community Development Director Kohler said that the C-3 zone had allowances for three or four story buildings as long as the building was affordable housing.

Commissioner Knight asked why they had not included a corridor district on the east side of town, as they had done on the west side. Community Development Director Kohler explained they had debated the idea, but there had not been support from the City Council or the public to do so.

[There is no audio between 2:05:04-2:06:10]

Chairman Jordan asked why 'historic home' was not one of the bullet points and

Community Development Director Kohler replied there were not a lot of historic preservation measures discussed in-depth in the General Plan. Community Development Director Kohler credited the Historic District board for advocating for historic preservation, but noted that overall it was not listed as a major focus in the General Plan.

Community Development Director Kohler overviewed the uses of the CND. Chairman Jordan asked what a 'subordinate detached ADU' meant and Planner Jansen replied it was a relatively new concept which allowed for a detached ADU with its own lot, rather than just a detached ADU on the same lot. Commissioner Knight asked what the difference between that and a flag lot was, and Planner Jansen replied they were similar although a flag lot had more size-related standards and a dedicated driveway, whereas subordinate detached ADUs did not. Planner Jansen elaborated that subordinate detached ADUs could be created with a permanent access easement. Community Development Director Kohler added there could also be a parking easement on the main lot for vehicles belonging to the occupant of the ADU.

Commissioner Richards clarified that these ADUs were for sale and asked if the lots would become main lots once they were sold. Planner Jansen replied that he agreed with his point and said that 'ADU' might not be the right term for this kind of housing. Commissioner Richards pointed out they should change the name since it might be confusing to the public.

Commissioner Richards also asked what 'subordinate' meant in this context. Planner Jansen discussed that flag lots usually did not have affordable housing units on them, and typically flag lot homes sold at a high price since they were large homes that were secluded from the road. Planner Jansen explained that these detached ADUs were called 'subordinate' since they could actually be affordable housing, given the smaller lot size. Planner Jansen said that the nice thing about these ADUs was the opportunity for ownership, which provided the owner the chance to build equity. Planner Jansen commented that there were no subordinate detached ADUs in Salt Lake yet, and reported there was a bill that would go before the State legislature soon to consider them. He also noted that there was a proposal to not allow investors to purchase ADUs. Vice-Chair Broughton asked if they could enforce deed-restrictions on any subordinate detached ADUs and Planner Jansen replied that they could, although that did create more work to manage.

Community Development Director Kohler shared some images of duplexes and mansion-style homes, and expressed that he wanted to do design criteria for these kinds of homes. He explained that per State Code, they could only do that if they were located in an area in which the majority of homes had been built prior to 1950, and he believed that they did qualify for this. Community Development Director Kohler stated that he was in favor of rear-loaded garages for duplexes and shared photographs. He also shared the posters that they would circulate to members of the public, which showed images of different home types. He explained they would have people interact with the posters by placing green dots on designs that they liked and red dots on designs that they did not like.

Commissioner Knight asked if the City was allowed to have and enforce these

requirements. Community Development Director Kohler opined that they were, though he acknowledged that Planner Jansen and their City Attorney were not convinced. Community Development Director Kohler said they would have to update their drafts to include design criteria. Planner Jansen said that State law mostly addressed single-family homes and townhouses, but they could get around that by establishing that a substantial percentage of the neighborhood was built prior to 1950. Planner Jansen noted that State law did not provide a specific number to determine what a 'substantial percentage' actually was. Planner Jansen summarized that he did not know what the right answer was, but he did not want anything to look out of place.

Community Development Director Kohler went over mixed-use buildings, which he noted were only permitted in the TCD and not the CND. He shared images from some surrounding cities which had commercial buildings that were around the scale of the kind of buildings they hoped to see in this zone. Community Development Director Kohler also discussed that the intent of the design of these commercial buildings was to promote the correct architectural elements of a main street building, and he clarified they were not trying to promote a specifically Western-style architecture.

Vice-Chair Broughton opined that they did not want people to feel like all of the buildings had to look old or that they all had to be from the same time frame. Community Development Director Kohler agreed and asked for the Planning Commissioner's feedback as to which image on the screen they preferred. The Commissioners expressed that they preferred the option with simplified standards rather than more detailed standards. Vice-Chair Broughton reiterated that she did not want to promote just one specific look or aesthetic. Community Development Director Kohler thanked her for her feedback, and also discussed that he felt brick was a core component of the overall character of Heber. He opined that he wanted to see more brick buildings throughout the City, but acknowledged that he could not mandate design choices like that.

Community Development Director Kohler next went over historic building use flexibility. He stated the purpose of this was to give people additional uses in both of the new zones for their historic structures. He explained this would only apply to buildings that were intended to be permanent and had attractive architectural features or a significant story behind it. Chairman Jordan clarified this would apply to all downtown districts and Community Development Director Kohler confirmed it would not apply in the C-3 zone, just the two new districts.

Chairman Jordan asked if the Commission would have time to view this material again before the public comment period and Community Development Director Kohler replied they could certainly bring this back before them to go over in greater detail.

Planner Jansen next talked about adaptive reuse and noted this was something Ogden and Millcreek did for their buildings that were National Register-eligible. He explained this was a way to give homes with historic character greater use options, and the reason for doing this was because if the area did become a historic district it would create attractive tax credits and breaks for the businesses. Planner Jansen elaborated that historic homes were costly to maintain and renovate, so creating a pathway for a

revenue stream would be helpful for homeowners of these homes. Community Development Director Kohler added that not all historic homes would qualify for this; the home had to meet at least one criteria out of a list of six items.

Planner Jansen also discussed parking and said they had several ideas, including possibly sharing parking. Community Development Director Kohler added context that some historic properties might have trouble coming up with parking spots, so they wanted to come up with creative solutions that might work for these kinds of properties.

Planner Jansen added that they also allowed for buildings to add one more story to their overall height, but no more. He added that any renovations to the properties had to retain its original character. He also presented a chart that outlined which kind of businesses would require the owner to live in the building. He then went over the size requirements for signage, and Commissioner Knight noted that they could add design requirements for the signs as well.

Community Development Director Kohler added that this ordinance would prioritize permit approvals by the City for historic building renovations, which meant that Staff, rather than the Planning Commission, could authorize renovations. Commissioner Knight thought this was a great idea as it would streamline the process for these applicants.

Chairman Jordan asked about lighting. Community Development Director Kohler replied that their City-wide Dark Sky Compliant ordinance would still apply for these homes. Planner Jansen added that they also had set hours of operation. Chairman Jordan noted that lighting could be a finish that added dimension to the character of an area, so it might be beneficial to have architectural guidelines for lighting in the historic district.

Planner Jansen directed the Commission to read through the uses and provide feedback. He very briefly went through the list. Community Development Director Kohler shared a map of historic properties throughout Heber City, and commented that there were actually even more historic homes in Heber than what was represented on the map. Community Development Director Kohler elaborated that the map included homes built prior to 1950, which was the year mentioned in the State Code. Commissioner Knight clarified that anything within the boundary on the map could qualify for adaptive reuse, as long as the building also had one of the six architectural standards.

Heber City Historic Preservation Chairman Ron Carlile reported that Rachel Kahler, the Executive Director of Community Alliance for Main Street, was in favor of anything they could do which would further historic preservation initiatives in the City. Mr. Carlile expressed that he approved of measures that aided homeowners of historic homes. Community Development Director Kohler noted that he had met with Mr. Carlile and Mrs. Kahler several weeks ago, and emphasized that he wanted to work collaboratively with them on this proposal.

Commissioner Knight commented that he thought the historic preservation work that Ogden was doing was great, and he thought this idea would add a lot of charm to

Heber, as well as allow people to stay in their homes and improve them. He thought this would be exceptionally beneficial to residents of downtown Heber. Community Development Director Kohler agreed, although he also noted this was only one 'tool in the toolbox' and pointed out that homeowners would also have to seek grants at the State and federal level.

Chairman Jordan asked if there was precedent for a proposal like this at the City level. Planner Jansen replied that there were several communities that were doing 'fix it up' loan and grant programs. Vice-Chair Broughton interjected to say that there were historic tax credits at both the State and federal level, and said there were certain things people needed to do to qualify. Community Development Director Kohler clarified that the State and federal governments offered tax credits for homeowners who did repairs on their historic homes. Community Development Director Kohler elaborated that if the home was turned into a business, there were even more tax credits the owner became eligible for.

Chairman Jordan commented that the SHPO process was very bureaucratic and came with a lot of requirements. He noted that this City-level proposal was similar to what the Utah SHPO did, and he wanted to ensure that homeowners could be incentivized by the City if they repaired and maintained their historic homes. Community Development Director Kohler replied that the City could offer tax credits, but Planner Jansen interjected to say he was not sure that was allowed and this was briefly discussed. Community Development Director Kohler clarified that Heber City was not requiring that historic homeowners go through this process; this was entirely opt-in and would not be mandated. Chairman Jordan confirmed that they were only talking about incentives and not requirements, and he noted Park City had set requirements for buildings that fell within their historic district.

Planner Jansen moved on to spatial characteristics, which included things like setback requirements. He also explained that although the plan had originally included three districts, they had later decided there were too many similarities between the Midway Lane Corridor and the TCD, so they had combined the Midway Lane Corridor into the TCD. Planner Jansen also shared the list of building typologies and design requirements. He also highlighted the requirements for flag lots and reiterated that they could change the name for the 'subordinate detached ADUs.'

Planner Jansen identified some of the standards for mansion-style homes. He explained the exterior building looked like a single-family home, but inside it was subdivided into several individual units. Vice-Chair Broughton elaborated that they were apartment buildings that were designed to look like a single residence from the outside. Planner Jansen then overviewed garage options for both mansion-style homes and townhouses.

Community Development Director Kohler clarified that this proposal would keep the boundaries of the overlay district where they currently were, but divide that area into two subdistricts.

Planner Jansen quickly went through the mixed-use requirements, which he noted was

slightly less restrictive. He highlighted the commercial building that Vice-Chair Broughton had mentioned that she liked earlier in the meeting. Planner Jansen said that a key point of a commercial building was to have a storefront, which was why that was required for these buildings.

Vice-Chair Broughton asked when the Planning Commission would have to provide feedback about this. Planner Jansen replied that sooner rather than later would be preferable. Chairman Jordan asked to look at the calendar again and Community Development Director Kohler referenced the calendar with their tentative schedule. Community Development Director Kohler assured the Commission that if the proposed schedule was too aggressive they could change the dates.

Community Development Director Kohler also noted that City Council had recently considered this proposal, and he reported that the Councilmembers overall supported the initiative although there were elements of the plan that they were not in favor of. He added that the Councilmembers had expressed that they wanted to hear from the Planning Commission before they moved forward. Chairman Jordan opined that the Councilmembers were hesitant to enact rules on homeowners in the City and there was a short discussion about this. The Commissioners then went through the tentative schedule and finalized their dates. Community Development Director Kohler explained that the dates for the public notice period and public hearing were set, but otherwise there was flexibility about when the Commission met to discuss this item.

Community Development Director Kohler opined that they needed to move forward. Chairman Jordan said that he and the Commissioners would give their feedback to Staff, but he also discussed how much he benefited from hearing the opinion of members of the public and professionals.

Chairman Jordan confirmed that there was no more to discuss about this item for the evening, and noted that there was a training that the Commissioners needed to address in the next meeting.

5. Administrative Items: N/A

6. Adjournment:

Motion: Commissioner Knight moved to Adjournment. Vice Chair Broughton made the second.

Discussion: N/A

Voting Yes: Chairman Jordan, Vice-Chair Broughton, Commissioner Slagowski, Knight, Richards, Wilson, and Royall.

Voting No: None. The Motion Passed 7-0.

DRAFT



Planning Commission Staff Report

MEETING DATE: 2/25/2025
SUBJECT: Public Hearing to Consider an Atlas Telecommunications Tower
MDA Proposal (Jacob Roberts)
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Atlas Tower is proposing a 69' tall telecommunications tower to be built on property owned by Heber City (parcel number: 00-0021-0538, see area map.) At present, this site is used for a water storage facility. This use would continue uninterrupted. Due to the nature of this tower, specifically the height, an MDA is required along with a lease agreement. The lease agreement has been executed and is attached here.

RECOMMENDATION

Staff recommends Planning Commission send a positive recommendation to the City Council regarding the proposed MDA specifications as discussed here.

BACKGROUND

Atlas desires to place its own 69 foot cell tower on a city owned lot, which is also the location of a city water tank. This proposed cell tower would house at least one anchor cell provider, with anticipation of attracting up to two other cell service providers.

An MDA is required because the proposed cell tower does not meet current city standards. Current city standards require all telecom towers to be 35' or shorter. The proposed cell tower has a total height of 69'. The proposed cell tower is located on city-owned property, but the current zoning of the property is R-1. Telecom towers are prohibited on private property under residential zoning. City property would be exempt from this stipulation.

DISCUSSION

Analysis

The applicant, Atlas Tower, is requesting an MDA along with the proposed telecommunications facility as current city requirements do not allow for a telecom tower that can be well utilized. In order to accommodate more carriers a taller tower is required. The proposed total height including antenna and lighting rod is 69'. A tower of this height will be able to accommodate multiple carriers and more fully serve the community. The applicant is requesting that this new height be approved in the MDA.

Current zoning of the property is R-1. Telecom towers are prohibited on private property in residential zones. As this property is city property, it is exempt from this requirement. Municipal Code outlines location requirements for telecom towers and lists "City-owned property" as the highest priority location for telecommunications facilities.

Staff recommends that this telecommunications tower be required to include a stealth design, to not cause an eyesore on the property and neighboring properties.

Staff recommends that a stipulation requiring compliance with all parts of the executed lease agreement be included in the MDA.

FISCAL IMPACT

N/A

CONCLUSION

In conclusion, Staff recommends approval of the MDA with the following conditions and any condition the Planning Commission may deem appropriate.

Conditions:

1. Height of 69' be permitted
2. The Tower is required to include a stealth design
3. Require compliance with all aspects of the executed lease agreement
4. All requirements and conditions of the city engineer be met

ALTERNATIVES

Staff Recommended Option - Approval

I move to approve **The Atlas Telecommunications Tower MDA** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Continuance

I move to continue **The Atlas Telecommunications Tower MDA** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 3 - DENIAL

I move to deny **The Atlas Telecommunications Tower MDA** with the following findings.

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Atlas Tower Proposed Plans
2. Atlas Tower Lease Agreement
3. Atlas Tower Site Map
4. Cell Tower Example 1
5. Cell Tower Example 2
6. Atlas Tower MDA Public Hearing (Feb 20 2025 Planning Commission)

SITE NAME:	HEBER HILL
PROJECT DESCRIPTION:	PROPOSED TELECOMMUNICATIONS FACILITY
TOWER TYPE:	65' MONOPINE TOWER
SITE ADDRESS:	VALLEY HILLS BLVD HEBER CITY, UT 84032 (WASATCH COUNTY)
AREA OF CONSTRUCTION:	2,500 ± SQ. FT. (LEASE AREA)
JURISDICTION:	WASATCH COUNTY
PARCEL #:	00-0021-0538
LEGAL DESCRIPTION:	WATER TANK PARCEL. AREA: 0.57 ACRES
ZONING:	UNKNOWN

PROJECT INFORMATION

LATITUDE N 40° 31' 38.8308" (40.527453°) (NAD '83) *
LONGITUDE W 111° 24' 2.52" (-111.4007°) (NAD '83) *
GROUND ELEVATION 5874' (NAVD '88) *

SITE COORDINATES

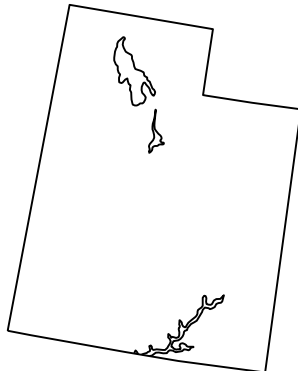


LOCATION MAP

FROM HEBER VALLEY AIRPORT AIRPORT: FOLLOW S AIRPORT RD AND S DANIELS RD TO US-189 N, HEAD NORTHEAST ON S AIRPORT RD TOWARD POWERLINE RD, TURN RIGHT ONTO W AIRPORT RD, TURN LEFT ONTO S DANIELS RD, AT THE ROUNDABOUT, CONTINUE STRAIGHT ONTO S DANIELS RD/S DANIELS CANYON RD, TURN RIGHT TO STAY ON S DANIELS RD/S DANIELS CANYON RD, FOLLOW US-189 N TO COYOTE LN, TURN RIGHT ONTO US-189 N, USE THE LEFT 2 LANES TO TURN LEFT ONTO US-189/US-40 W/S MAIN ST, CONTINUE TO FOLLOW US-189/US-40 W, PASS BY VERIZON, CONTINUE ON COYOTE LN. DRIVE TO VALLEY HILLS BLVD IN HEBER CITY, TURN RIGHT ONTO COYOTE LN, TURN RIGHT ONTO VALLEY HILLS BLVD, DESTINATION WILL BE ON THE LEFT.

DRIVING DIRECTIONS

ATLAS TOWER



**SITE NAME: HEBER HILL
VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)**

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING

(800) 662-4111

EMERGENCY:

CALL 911



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

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. INTERNATIONAL BUILDING CODE (2018 EDITION)
2. INTERNATIONAL CODE COUNCIL
3. CBC/TIA-222-H
4. NATIONAL ELECTRIC CODE (2020 EDITION)
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CONSTRUCTION OF A TELECOMMUNICATION FACILITY, CONSISTING OF ANTENNAS & ASSOCIATED APPURTENANCES ON A PROPOSED MONOPINE TOWER, FENCED COMPOUND & SERVICE EQUIPMENT FOR FUTURE CARRIERS. NO WATER OR SEWER IS REQUIRED.

1. FACILITY DESIGNED IN ACCORDANCE WITH WASATCH COUNTY REGULATIONS.
2. THIS IS AN UNMANNED FACILITY WHICH WILL NOT REQUIRE ANY WATER OR SEWER FACILITIES.
3. TRAFFIC WILL CONSIST ONLY OF MAINTENANCE PERSONNEL, VISITING THE SITE APPROXIMATELY TWICE A MONTH.

PROJECT DESCRIPTION & NOTES

[illegible]

INDEX OF SHEETS

PLANS PREPARED BY:

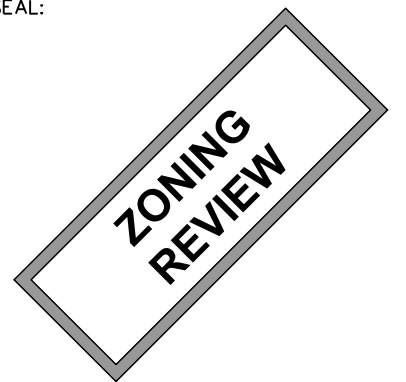


4700 DAHLIA STREET
DENVER, CO 80216
OFFICE: (303) 566-9914
www.tepgroup.net

2	10-11-24	ZONING
1	04-08-24	ZONING
0	02-26-24	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: AKP	CHECKED BY: NMC
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SEAL:

SHEET NUMBER:

T-1

REVISION:

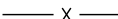
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TEP#:336186.933845

SITE COORDINATES	
LATITUDE:	N 40° 31' 38.8308" (NAD '83)
LONGITUDE:	W 111° 24' 2.52" (NAD '83)
GROUND ELEVATION:	5874'± (AMSL NAVD '88)

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GROUND ELEVATION:	5874'± (AMSL NAVD '88)

LEGEND

- | | |
|---|------------------------|
|  | PARENT PROPERTY LINE |
|  | ADJACENT PROPERTY LINE |
|  | PROPERTY CORNER |
|  | EASEMENT/LEASE CORNER |
|  | EXIST. TRANSFORMER |
|  | EXIST. UTILITY POLE |
|  | EXIST. LIGHT POLE |
|  | EXIST. TELCO PEDESTAL |
|  | EXIST. METER |
|  | EXIST. CONTOUR LINE |
|  | EDGE OF PAVEMENT |
|  | OVERHEAD WIRE |
|  | BURIED FIBER |
|  | GAS LINE |
|  | RIGHT-OF-WAY |
|  | FENCE |
|  | EXISTING TREE LINE |

NOTES:

- NOTES:**

AREA PLAN

AREA PLAN

PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

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SEAL:

**ZONING
REVIEW**

SEAL:

**ZONING
REVIEW**

2	10-11-24	ZONING
1	04-08-24	ZONING
0	02-26-24	ZONING
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DRAWN BY:	AKP	CHECKED BY:	NMC
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SHEET TITLE:

AREA PLAN

SHEET TITLE:

AREA PLAN

SHEET NUMBER: Z-1	REVISION: 2
	TEP#:336186.933845

SHEET NUMBER: Z-1	REVISION: 2
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SHEET NUMBER: Z-1	REVISION: 2
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SHEET NUMBER: Z-1	REVISION: 2
	TEP#:336186.933845

SHEET NUMBER: Z-1	REVISION: 2
	TEP#:336186.933845

NOTE:

SITE PLAN HAS BEEN PREPARED USING AERIAL IMAGERY AND COUNTY GIS INFORMATION. FOR CORRECTIVE ACTION PLEASE CONTACT TOWER ENGINEERING PROFESSIONALS.

VALLEY HILLS
BLVD

COVE SPRING
WAY E



N/F:
BETHEA CLAUDE
PARCEL NO. 00-0017-2408

N/F:
HICKAM WILLIAM
PARCEL NO. 00-0020-4208

N/F:
LEVIN SAMANTHA
PARCEL NO. 00-0020-4209

EXISTING FIRE
HYDRANT

EXISTING ACCESS
GATE

N/F:
COYOTE DEVELOPMENT LLC
PARCEL NO. 00-0020-0778

PROPOSED 65' TALL
MONOPINE BY ATLAS
TOWER. SEE ELEVATION ON
SHEET Z-4.

PROPOSED LEASE AREA
BY ATLAS TOWER. SEE
DETAILS ON SHEET Z-3.

EXISTING CHAIN LINK FENCE

PROPOSED 16'-WIDE
ACCESS & UTILITY
EASEMENT BY ATLAS
TOWER

PROPOSED 12'-WIDE
GRAVEL ACCESS
DRIVE BY ATLAS
TOWER

N/F:
BRADLEY GARY R TR
PARCEL NO. 00-0017-2416

N/F:
**CUMMINGS KAYLE &
DEANNA TR**
PARCEL NO. 00-0015-5007

N/F:
PARENT PARCEL
HEBER CITY
PARCEL NO.
00-0021-0538

SITE PLAN

SCALE: 1" = 60'



PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

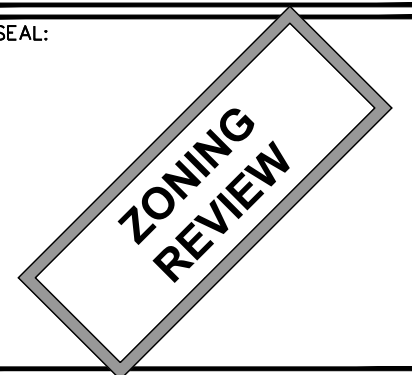
2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:



4700 DAHLIA STREET
DENVER, CO 80216
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:



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2	10-11-24	ZONING
1	04-08-24	ZONING
0	02-26-24	ZONING

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

SITE PLAN

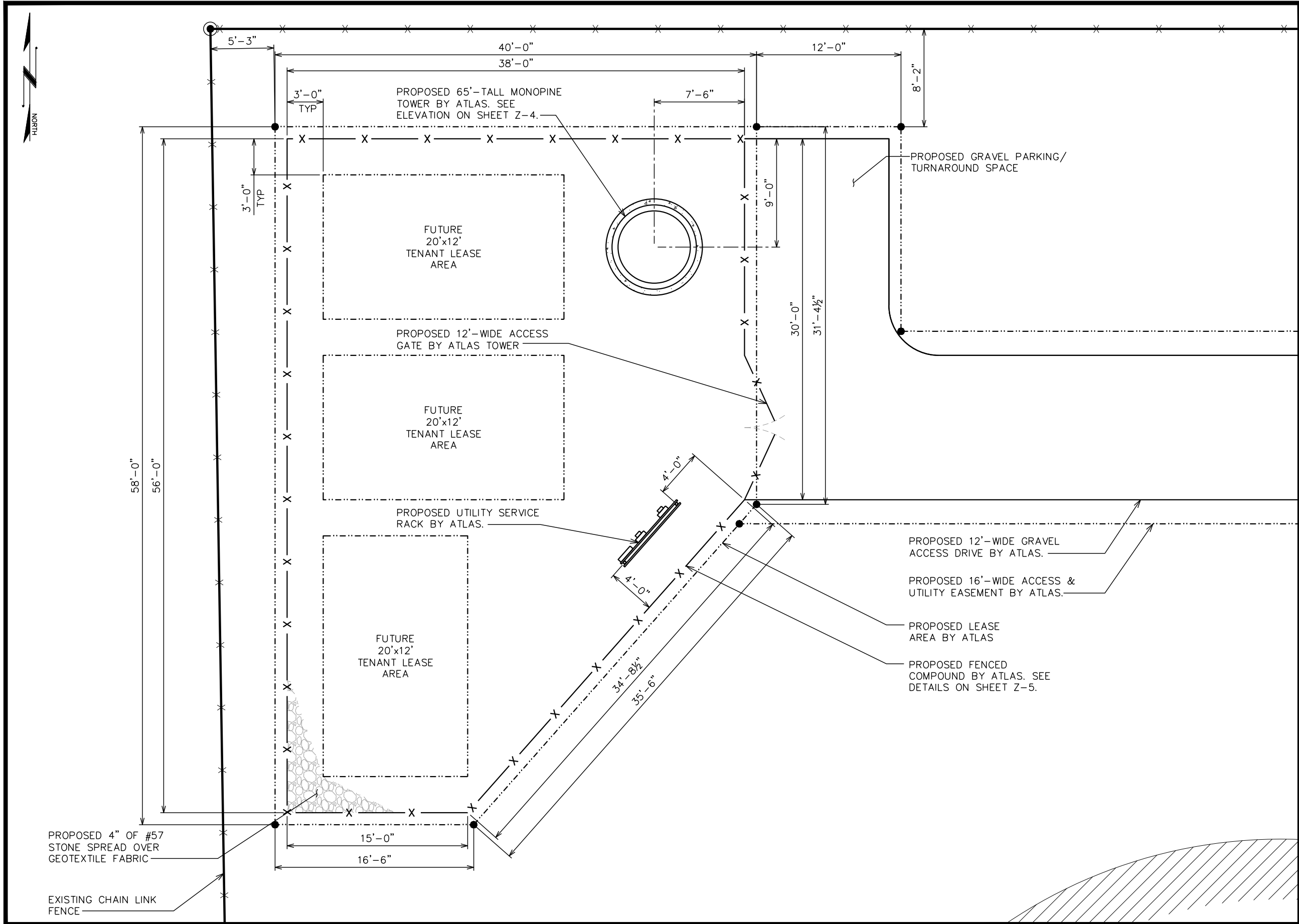
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Z-2

REVISION:

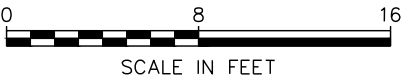
2

TEP#:336186.933845



COMPOUND DETAIL

SCALE: 1/8" = 1'-0"



PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

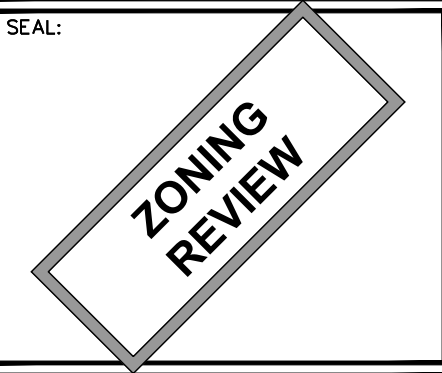
2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:



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0	02-26-24	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER:

Z-3

REVISION:

2

TEP#:336186.933845

69'-0"
T/PROPOSED LIGHTNING ROD

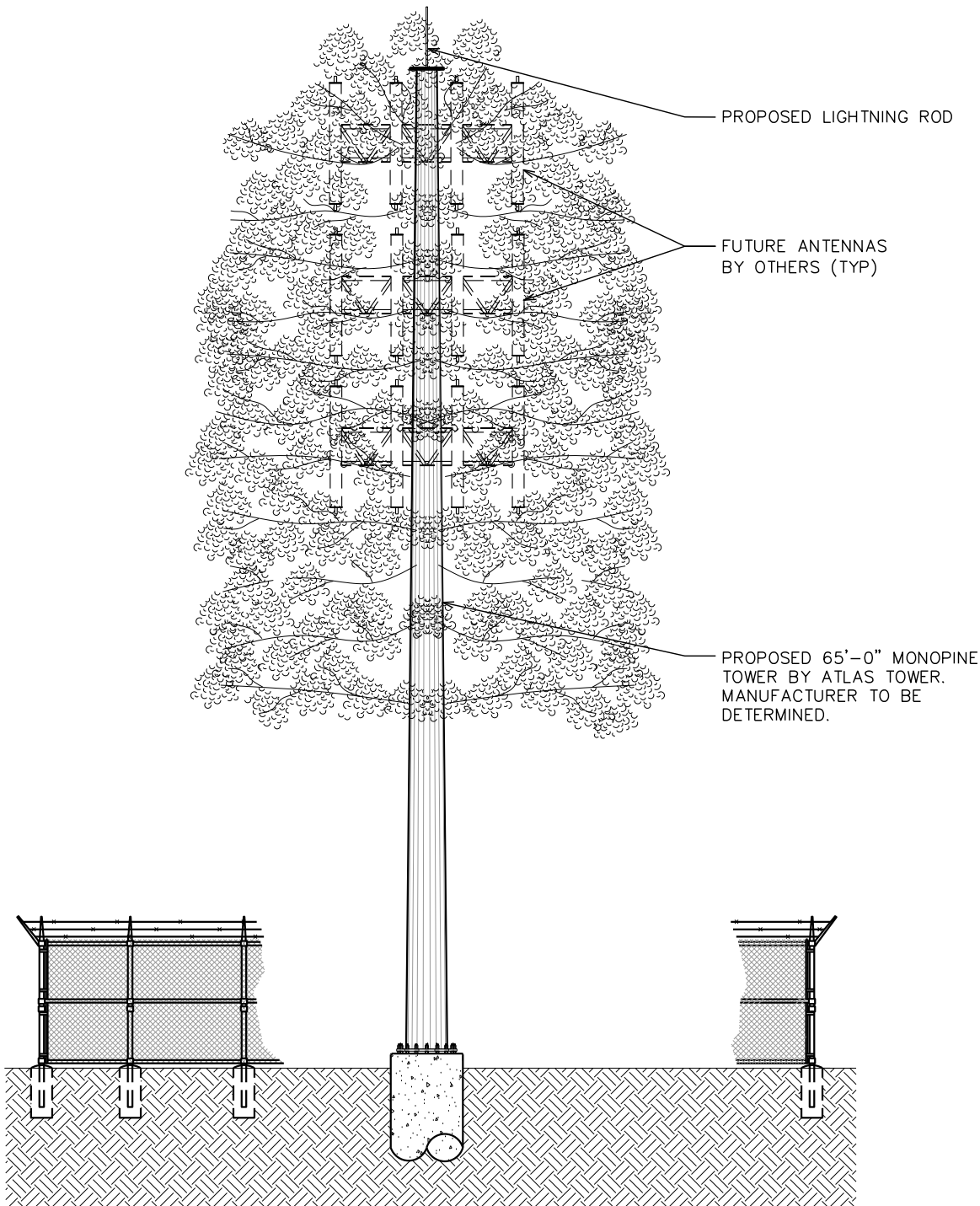
65'-0"
T/PROPOSED TOWER

60'-0"
CL/FUTURE ANTENNAS

50'-0"
CL/FUTURE ANTENNAS

40'-0"
CL/FUTURE ANTENNAS

0'-0" (REFERENCE)
T/BASEPLATE



TOWER NOTES:

1. TOWER TO BE DISGUISED AS A FAUX EVERGREEN TREE.
2. TOWER SHALL BE LIT ONLY IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION.
3. PROPOSED COAX ROUTED INSIDE TOWER WITH HOISTING GRIPS.
4. TOWER TO INCLUDE SAFETY CABLE. DO NOT INCLUDE SAFETY CLIMB MECHANISM.
5. TOWER EQUIPMENT LOADING AND CENTERLINES ARE SHOWN FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE.

PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

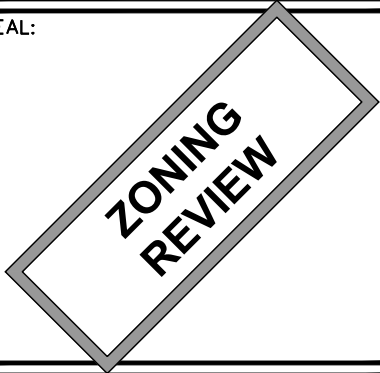
2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:



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www.tepgroup.net

SEAL:



2	10-11-24	ZONING
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0	02-26-24	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

Z-4

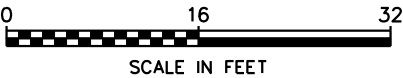
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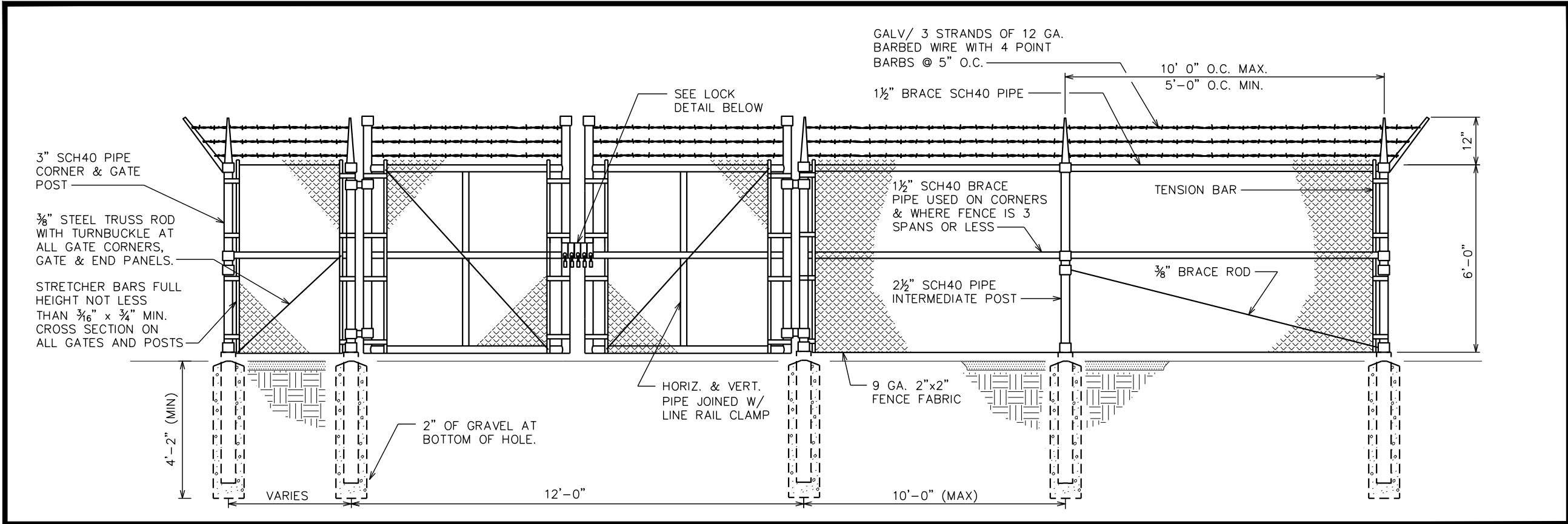
2

TEP#:336186.933845

TOWER ELEVATION

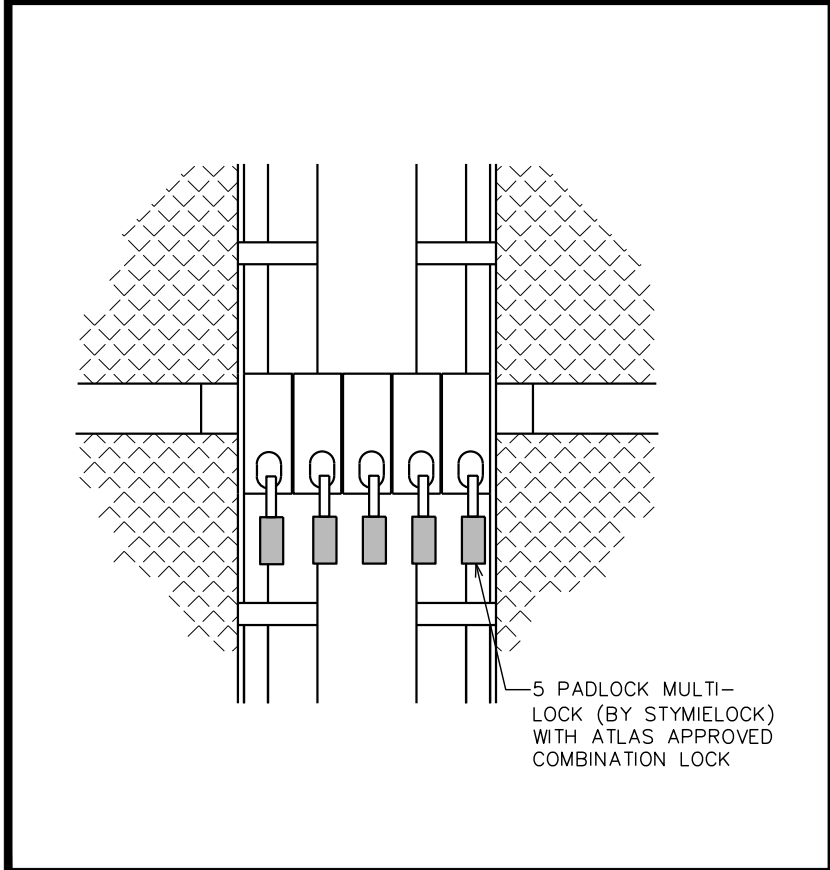
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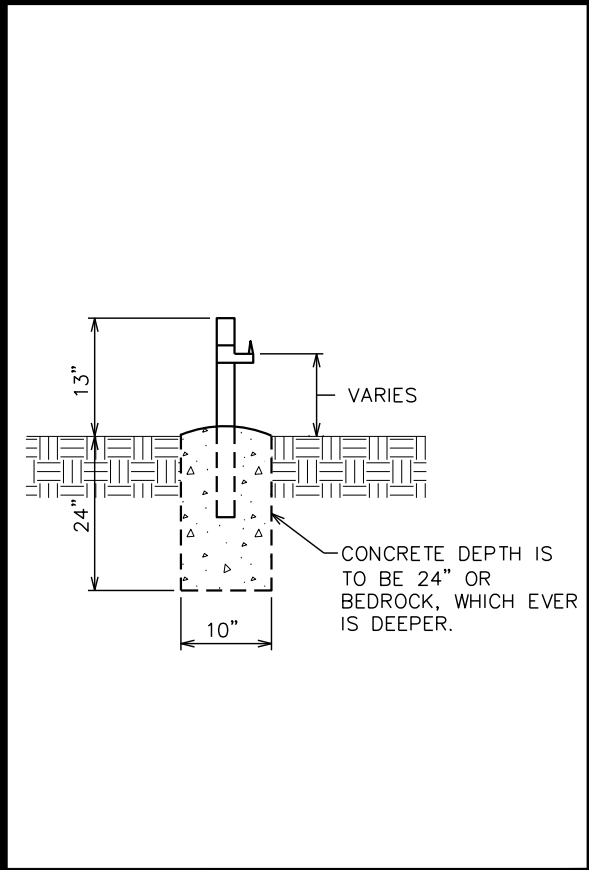
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



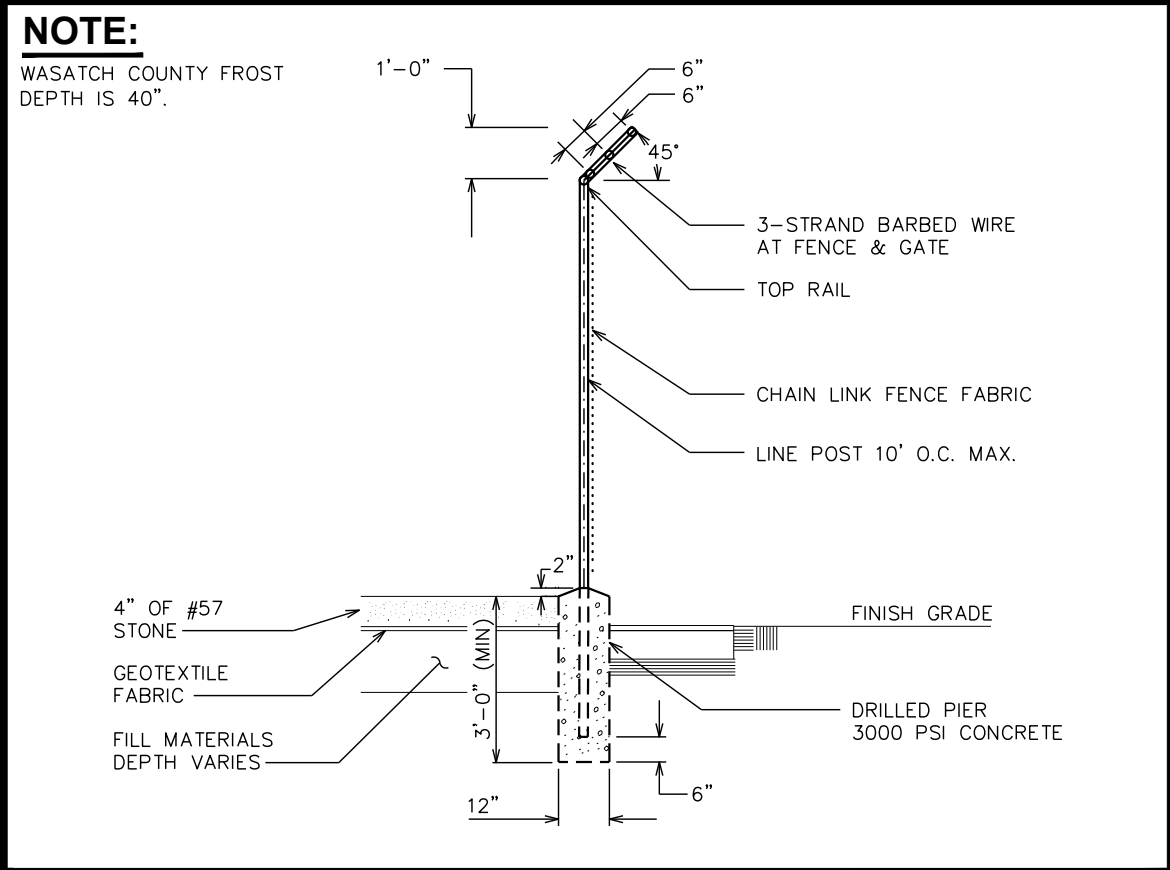
GATE LOCK DETAIL

SCALE: N.T.S.



GATE STOP/KEEPER DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PROJECT INFORMATION:

HEBER HILL

VALLEY HILLS BLVD
HEBER CITY, UT 84032
(WASATCH COUNTY)

PLANS PREPARED FOR:

ATLAS TOWER

2500 30TH ST, SUITE 304
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:

TEP

4700 DAHLIA STREET
DENVER, CO 80216
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:

ZONING REVIEW

2	10-11-24	ZONING
1	04-08-24	ZONING
0	02-26-24	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER:	REVISION:
Z-5	2
TEP#336186.933845	

LANDLORD:
HEBER CITY CORPORATION
75 N MAIN ST
HEBER CITY, UT 84032
Landlord E-mail: tkohler@heberut.gov
Landlord Phone #: 435-657-7900

TENANT:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made upon the date of the last signee by and between, Heber City Corporation, a Utah municipality (the "**Landlord**"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301.

WHEREAS, the Landlord owns certain real property that is designated as parcel number 00-0021-0538 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the "**Premises**").

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as depicted on the attached **Exhibit 2** (collectively, the "**Premises**"). The exact location of the Premises shall be determined by the Landlord, provided that the Premises is located within the red shaded area shown on the attached Exhibit 2 or in a location that is otherwise acceptable to Tenant.
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant acknowledges that Landlord may have underground facilities within the Premises, and Tenant shall coordinate with Landlord prior to any drilling or boring to determine the exact location of underground facilities. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant ("**Premises**"), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twelve (12) months, commencing on the date of full execution of this Lease.

Tenant will be allowed to conduct all testing activities that do not entail digging into the ground on the entirety of the premises.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant must notify Landlord in writing of the commencement of the Initial Term prior to any construction activity.

2. TERM.

- (a) This Lease shall commence (the “**Commencement Date**”) upon Tenant sending a written Request for Commencement of Lease (the “**Lease Commencement Request**”) to Landlord and Landlord acknowledging in writing acceptance and approval of the Lease Commencement Request, which acceptance and approval may be withheld by Landlord for any reason. If the Lease Commencement Request is not received by Landlord prior to December 31, 2026, this Lease shall terminate. Unless extended or sooner terminated as herein provided, the term shall be for a period of 240 Months following the Commencement Date (“**Initial Term**”). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant’s accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Two 5-year Extensions each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

- 3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Eight Hundred Dollars (\$800.00) and a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (“**Rent**”) for the initial national broadband mobile network carrier to install equipment on the Communications Facility (“**Anchor Tenant**”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Tenant shall also pay to Landlord Five Hundred Dollars (\$500.00) (“**Additional Rent**”) for each additional national broadband mobile network carrier to install equipment on the Communications Facility (“**Additional Tenants**”), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion.. On every year anniversary from Commencement Date the Rent shall increase by two percent (2 %) over the previous years’ Rent amount.

Anchor Tenant: \$800.00/month

Anchor Tenant plus one Additional Tenant: \$800.00 plus \$500.00/ month

Anchor Tenant plus two Additional Tenants: \$800.00 plus \$1,000.00/month

Anchor Tenant plus three Additional Tenants: \$800.00 plus \$1,500.00/month

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sub lessees (“**Communications Facility**”). Tenant acknowledges that Landlord is a governmental entity and not subject to property taxes, but privilege taxes or other taxes may be applicable due to Tenant’s use of the property, including, but not limited to, taxes under Utah Code Ann. § 59-4-101. Tenant agrees to pay all taxes, fees or other assessment due and owing as a result of Tenant’s use of the Premises. If the Property is transferred to a non-governmental entity, Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable

to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices received by Landlord relating to the Communications Facility within 10 days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using a site-specific design, approved by the City, including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, equipment buildings and related equipment specific to the City approved cell tower. The City shall have a limited right to terminate this agreement upon the issuance of zoning approval for a period of Thirty (30) days. This limited right of termination shall not apply to objections related to business terms, but may only be exercised if City and Tenant cannot agree on design and engineering specifications. Upon written approval by the City, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Within the specific defined location upon the Premises, Tenant shall have the right to install communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Tenant shall maintain, repair and keep in good condition, aesthetically, their equipment on premises to preserve the equipment and its site in good condition, and otherwise and promptly repair any damage caused by their tenancy to the site or access or other affected area at its sole cost and expense.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may encroach upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Upon written approval from the City's Public Works Department, Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment associated with the Tower, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord, provided that Tenant shall remove all equipment and facilities on the Property prior to the effective date of the termination, and Tenant shall pay one-time termination fee of ten thousand dollars (\$10,000).

- 6. PERMITS AND APPROVALS.** Tenant acknowledges that Landlord is a Utah municipal with zoning and land use jurisdiction over the Property. Nothing in this Agreement shall be construed to waive any requirement for Tenant to obtain land use approval, exempt Tenant from any zoning, permit or land use requirements or

regulations of Heber City, or provide any approval of Heber City to construct any improvements on the Premises. In no event shall Heber City's denial of any permit or application be construed as a breach of this Agreement or create any liability under the terms of this Agreement.

7. **ACCESS AND UTILITIES.** To the extent that it is legal, and that Landlord has the right to allow the same, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and, to the extent that it is legal, and that Landlord has the right to allow the same, underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.
8. **EQUIPMENT AND FIXTURES.** All improvements, equipment or other property attached to or otherwise brought onto the Premises by Tenant shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, no-trespassing signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Tenant shall not construct any fencing around the Premises unless Tenant provides Landlord with access through the fencing and the fencing does not unreasonably interfere with the landlord's water tank or other facilities. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within sixty days (60) after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises. Tenant shall only be allowed to erect / install signs that are required by Federal, State, or Local law.
9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord, so long as said person or entity has financial assets equal to or greater than Tenant, and said person or entity has the resources and experience to successfully run a Wireless Telecommunication Facility. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.
10. **WARRANTIES AND REPRESENTATIONS.**
 - (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
 - (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make

any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (d) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid easements. Tenant shall be responsible to pay the cost to install any utilities to service the Premises.
- (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided.
- (f) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (g) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sub lessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or

warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

12. **INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
13. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any of the Property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
14. **ASSIGNMENT OF RENTAL PROCEEDS.** The City shall not sell the rental stream of this Agreement separate from the entirety of the Property, without written consent from Tenant.
15. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises") and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.
16. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
17. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
18. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

- 19. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 20. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 21. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:
HEBER CITY
c/o City Recorder
75 N MAIN ST
HEBER CITY, UT 84032

TENANT:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

22. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

This Agreement and performance hereunder shall be deemed to have been made in, shall be governed by, and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the provisions of this Agreement shall be solely in the Fourth Judicial District Court in and for Wasatch County, Utah.

- (e) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (g) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.

Tower Name: Heber Hill - HEBER CITY

- (h) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

DATED this 25th day of Nov., 2024.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco
Heidi Franco, Mayor

ATTEST:

Debra W. Cole
City Recorder



DATED this 19th day of November, 2024.

TENANT:

ATLAS TOWER 1, LLC

Signature: HEMUNDI

Printed Name: HEMUNDI STRUMPHER

Title: COO

EXHIBIT 1
Description of Parent Tract

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER
TANK PARCEL. AREA: 0.57 ACRES .**



EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description provided by Tenant when available. The Premises may be located anywhere within the red shaded space depicted below



Tower Name: Heber Hill - HEBER CITY

EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Return to:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is between, Heber City Corporation, a Utah municipality (the "Landlord"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "Tenant"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following site construction completion (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [an initial] term of 240 months with Two 5-year Extensions. A copy of the Lease may be obtained by contacting the Heber City Recorder at the address above.

The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;

Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,

Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

Tower Name: Heber Hill - HEBER CITY

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

DATED this 25th day of November, 2024.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco
Heidi Franco, Mayor

State of Utah

County of Wasatch

On this 25th day of Nov, 2024, before me personally appeared to me Heidi Franco known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this 25th day of November 2024

Trina N Cooke
Notary Public

My Commission Expires:

8/21/2026



Tower Name: Heber Hill - HEBER CITY

DATED this 19th day of November, 2024.

TENANT:

ATLAS TOWER 1, LLC

Signature: [Signature]

Printed Name: HELMUNDT STRUMPHER

Title: COO

State of Colorado

County of Boulder

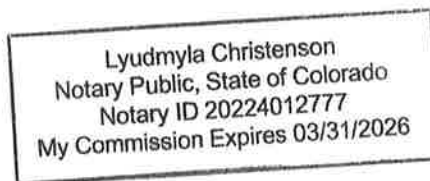
On this 19th day of November, 2024, before me personally appeared Helmundt Strumpher of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 19th day of November, 2024.

Lyudmyla Christenson
Notary Public

My Commission Expires:

March 31, 2026



Tower Name: Heber Hill - HEBER CITY

EXHIBIT 1
Description of Parent Tract

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER
TANK PARCEL. AREA: 0.57 ACRES.**

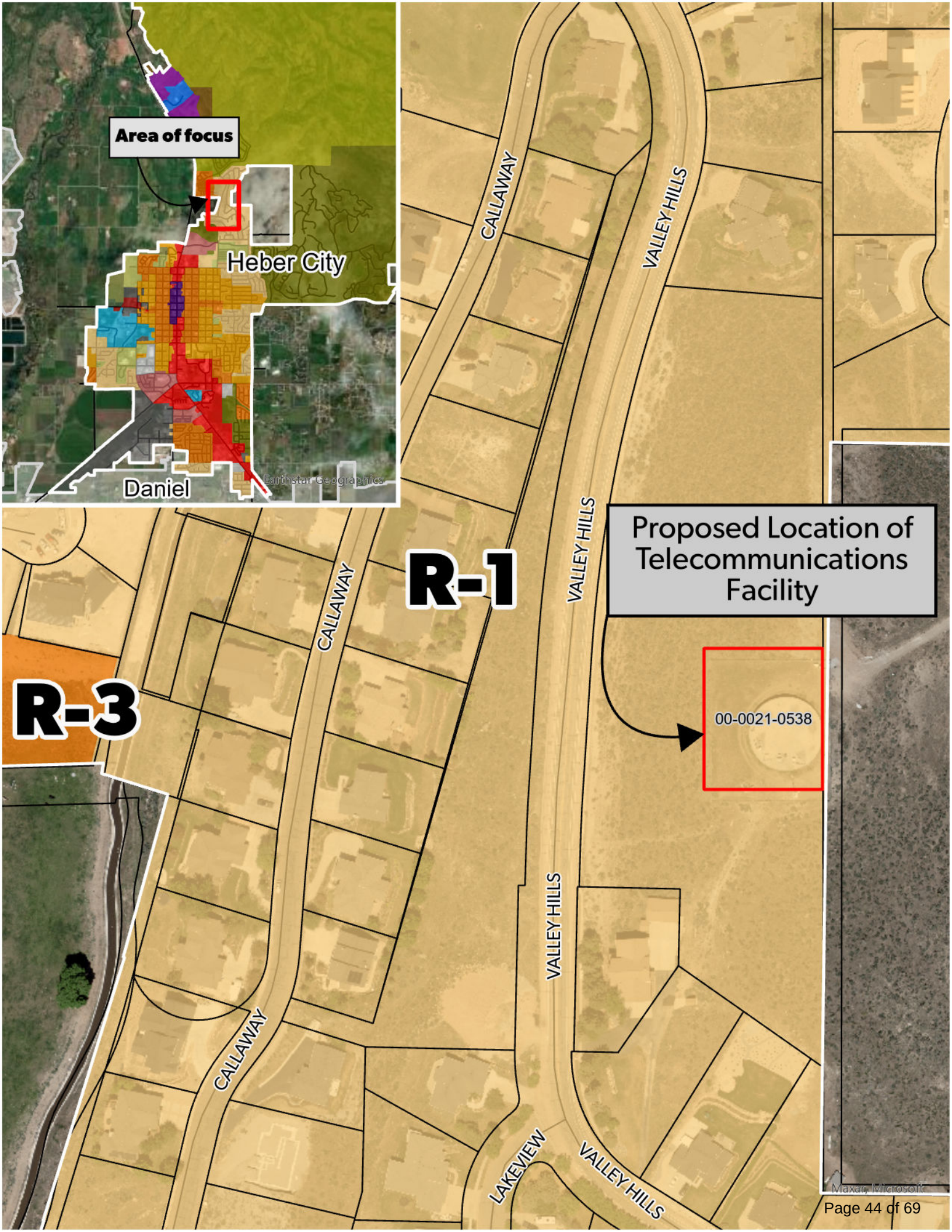
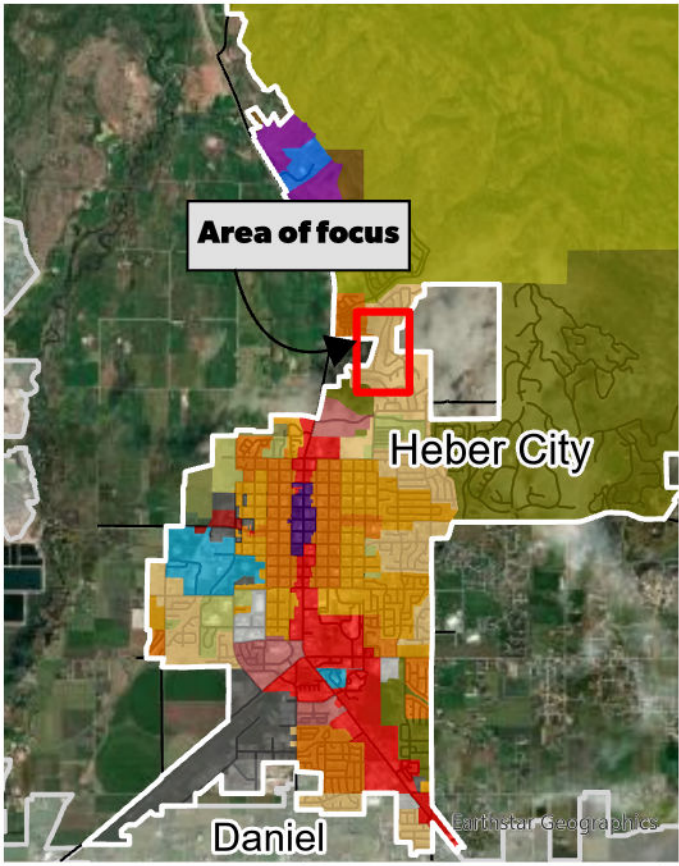
Tower Name: Heber Hill - HEBER CITY

EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the red shaded space depicted below:



Tower Name: Heber Hill - HEBER CITY





ATLAS TOWER

SITE: EASTERN SILVERADO

HENDERSON, NV

LAT: 36.01843

LONG: -115.11649



TODAY'S TOWERS FOR TOMORROW'S NETWORK





Atlas Telecommunications Tower MDA Proposal

Action Item / Public Hearing

Date: 2/25/2025

Summary

1. Atlas Tower is proposing a 69' tall telecommunications tower to be built on property owned by Heber City (parcel number: 00-0021-0538, see area map.) Due to the nature of this tower, specifically the height, an MDA is required along with a lease agreement.

Policy Questions: Should Heber City approve an MDA for Atlas Tower to build a new telecommunications tower?

Area Map

Parcels: 00-0021-0538

The Parcel is owned by Heber City.

Current Zoning is R-1

Stealth Design

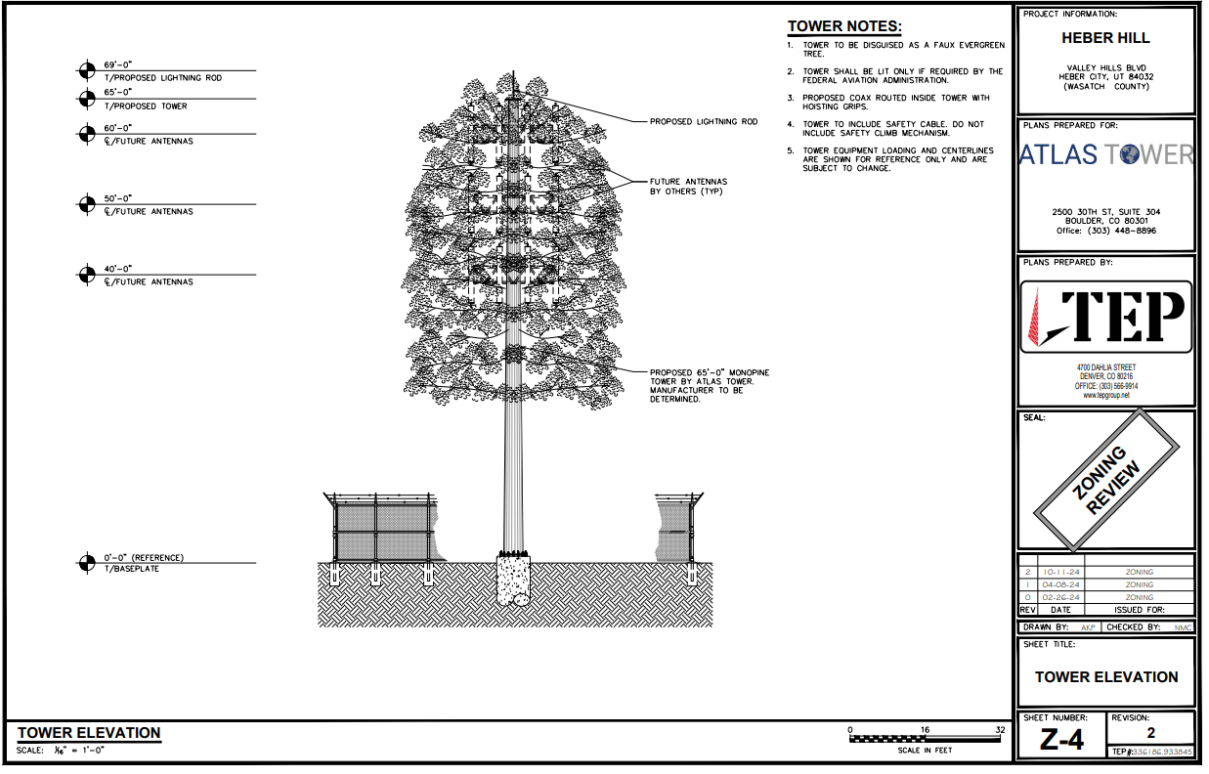


**ATLAS
TOWER**

SITE: EASTERN SILVERADO
HENDERSON, NV
LAT: 36.01843
LONG: -115.11649



TODAY'S TOWERS FOR TOMORROW'S NETWORK



Proposed MDA Conditions

Conditions:

1. Height of 69' be permitted
2. The Tower is required to include a stealth design
3. Require compliance with all aspects of the executed lease agreement
4. All requirements and conditions of the city engineer be met

Summary

1. Atlas Tower is proposing a 69' tall telecommunications tower to be built on property owned by Heber City (parcel number: 00-0021-0538, see area map.) Due to the nature of this tower, specifically the height, an MDA is required along with a lease agreement.

Policy Questions: Should Heber City approve an MDA for Atlas Tower to build a new telecommunications tower?



Atlas Telecommunications Tower MDA Proposal

Action Item / Public Hearing

Date: 2/25/2025



Planning Commission Staff Report

MEETING DATE: 2/25/2025
SUBJECT: Central Heber Overlay Discussion (Tony Kohler and John Janson)
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

After some input on the posters, staff suggests we review the new versions before moving ahead with the open house and public hearing. So, it is suggested that we go through each poster, get your comments and discuss pros and cons of the poster content and each land use type that is included in the Overlay.

The open house and public hearing will be postponed till after we get your input.

RECOMMENDATION

Staff recommends the Planning Commission study the proposed posters and provide comments to enable revisions prior to an open house and the Planning Commission Public Hearing.

BACKGROUND

Envision Heber Phase 3, included the Vision for Central Heber, a grass roots process that created a series of recommendations for the Downtown area.

DISCUSSION

This is just a reminder from the previous staff report:

Within the general CHOZ Overlay, there are two sub-districts: Central Neighborhoods for the neighborhoods, and the Corridor Transition District (east and west of Main Street and along Midway Lane). The intent of each district is as follows:

Central Neighborhoods District (CND). The Central Neighborhoods District, as part of the Central Heber Overlay Zone, has been established to allow for various forms of infill. These include flag lots, small lots, and certain missing middle housing types. The CND adds additional housing flexibility to

the R-2 and R-3 zones in the Downtown area.

Transition Corridors District (TCD). The Central Heber Vision suggests an additional mix of uses could be considered as a transition to the residential neighborhoods east and west of the Main Street area and along Midway Lane. The Transition Corridors District (TCD) has been established to promote limited uses with a mix consisting of residential and commercial uses. The mix of uses would allow for medium to higher density residential uses, with occasional corners for lower intensity commercial uses. A portion of the TCD, between 150 West and 150 East, has been identified by the Central Heber Vision, as an area to be considered for rezoning to C-3 Commercial.

Use Options for Historic Homes in the Central Heber Overlay Zone. As a new chapter this draft ordinance provides for additional use options for historic buildings with certain architectural features. The intent is to provide additional income possibilities that could assure the continuation of these older buildings. If the area becomes eligible for an historic designation or additional homes get designated, businesses within the dwellings can help provide tax credits to the property owner.

In general, additional uses are proposed, especially for various housing types. Some new housing concepts are proposed including, flag lots, smaller lots (based on your current infill ordinance), courtyard buildings, and.

Some spatial requirements have been made more flexible but all development types will accommodate needed easements for Public Works.

Design standards are based on the type of building being proposed.

A new small lot concept is also suggested which would allow for a detached ADU-like lot access by a permanent easement.

FISCAL IMPACT

None at this time

CONCLUSION

The CHOZ is intended to implement the Central Heber Vision but a process leading up to the possible adoption needs to be accomplished.

ALTERNATIVES

This is a Work Item (Discussion Only)

POTENTIAL MOTIONS

ACCOUNTABILITY

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

EXHIBITS

1. CHOZ presentation-rev1



General Plan

The “Why & What”

General Policies such as:

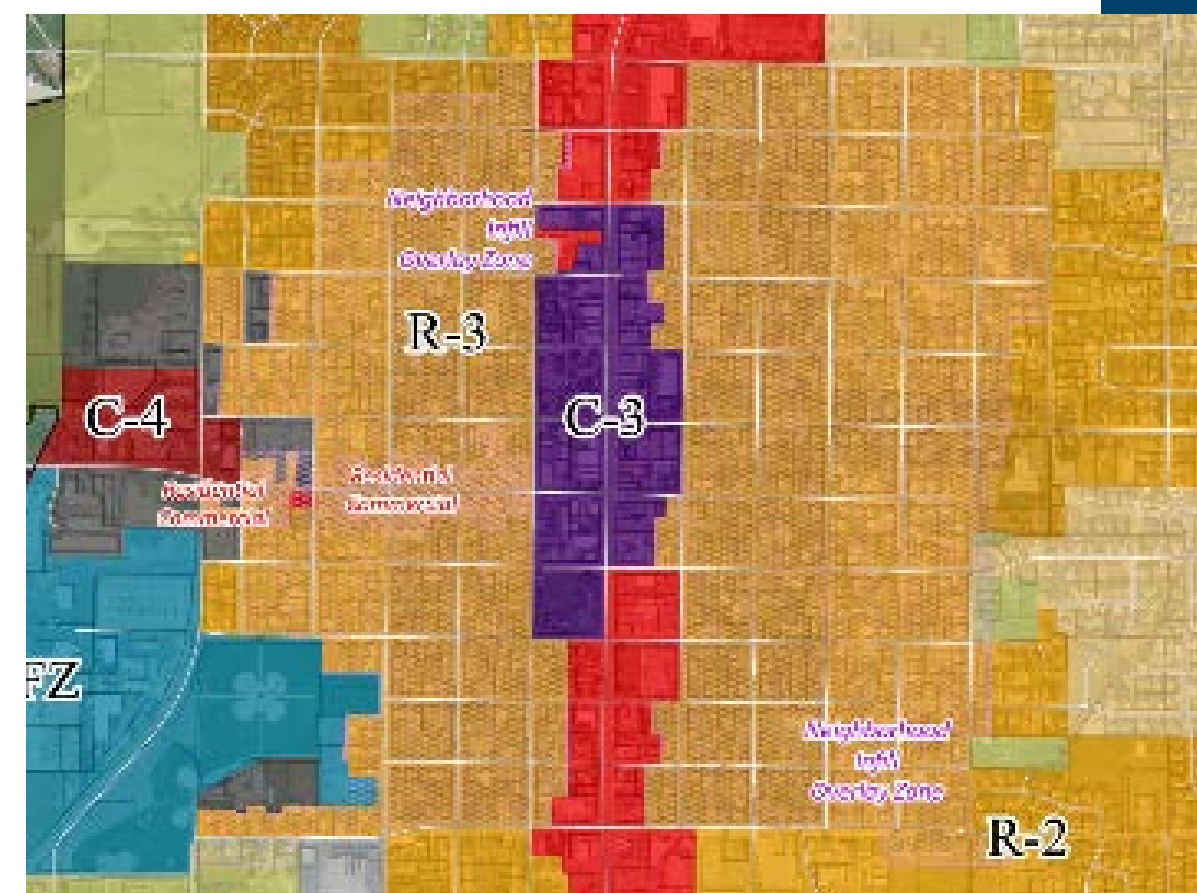
- Land Use Goals
- Land Use Map

Implementation Tools

The “How”

Specific Policies such as:

- Zoning Map
- Zoning Ordinance
- Capital Facilities Planning



Envision Central Heber

- Part of Heber City’s General Plan
- Adopted December 5, 2023
- Extensive public process in 2023
- New future vision for Central Heber
- Recommends changes to current adopted policies

The “How”: Central Heber Overlay Zone (CHOZ)

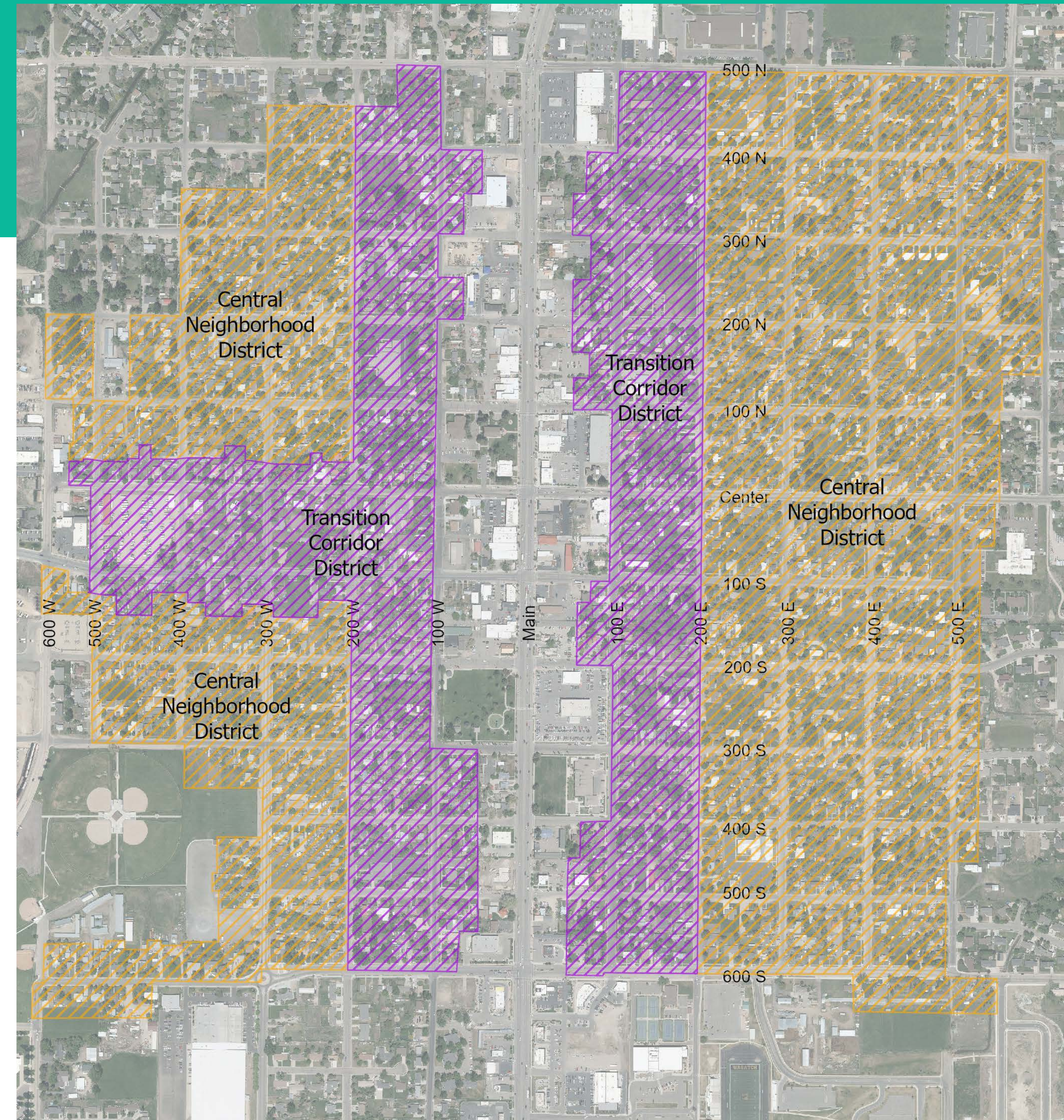
Two Districts within CHOZ

1. Central Neighborhood District (CND)

- 200 E/W to 600 E/W
- Provide for lower intensity, flexible residential infill options that are compatible with existing residential neighborhoods

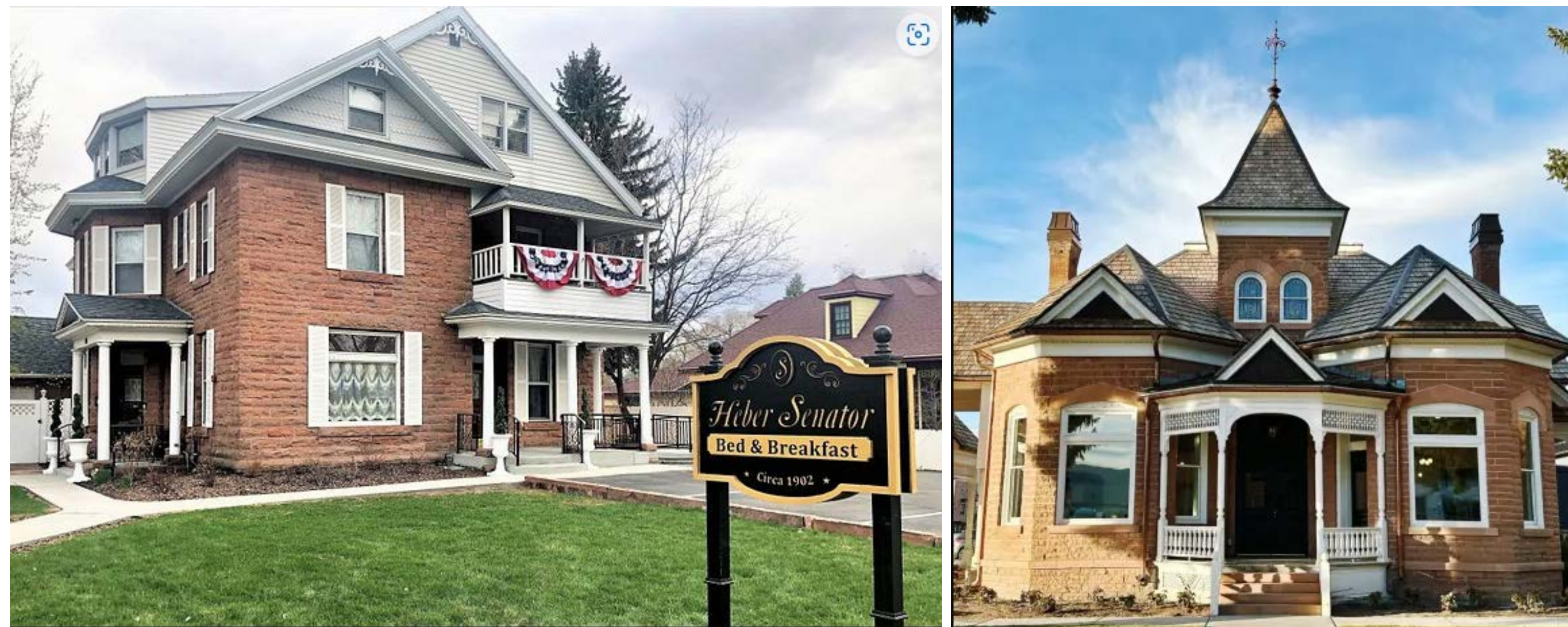
2. Transition Corridor District (TC)

- 100 E/W to 200 E/W
- 50 N to 150 S along Midway Lane
- Provide a moderate intensity, mixed residential-commercial transition area from existing commercial to existing residential, and from downtown connecting westward along Midway Lane to the new High School



Purpose of Central Heber Overlay Zone

- **Central Neighborhoods District (CND)** is established to allow for various low intensity forms of infill, including options for use flexibility for historic building.

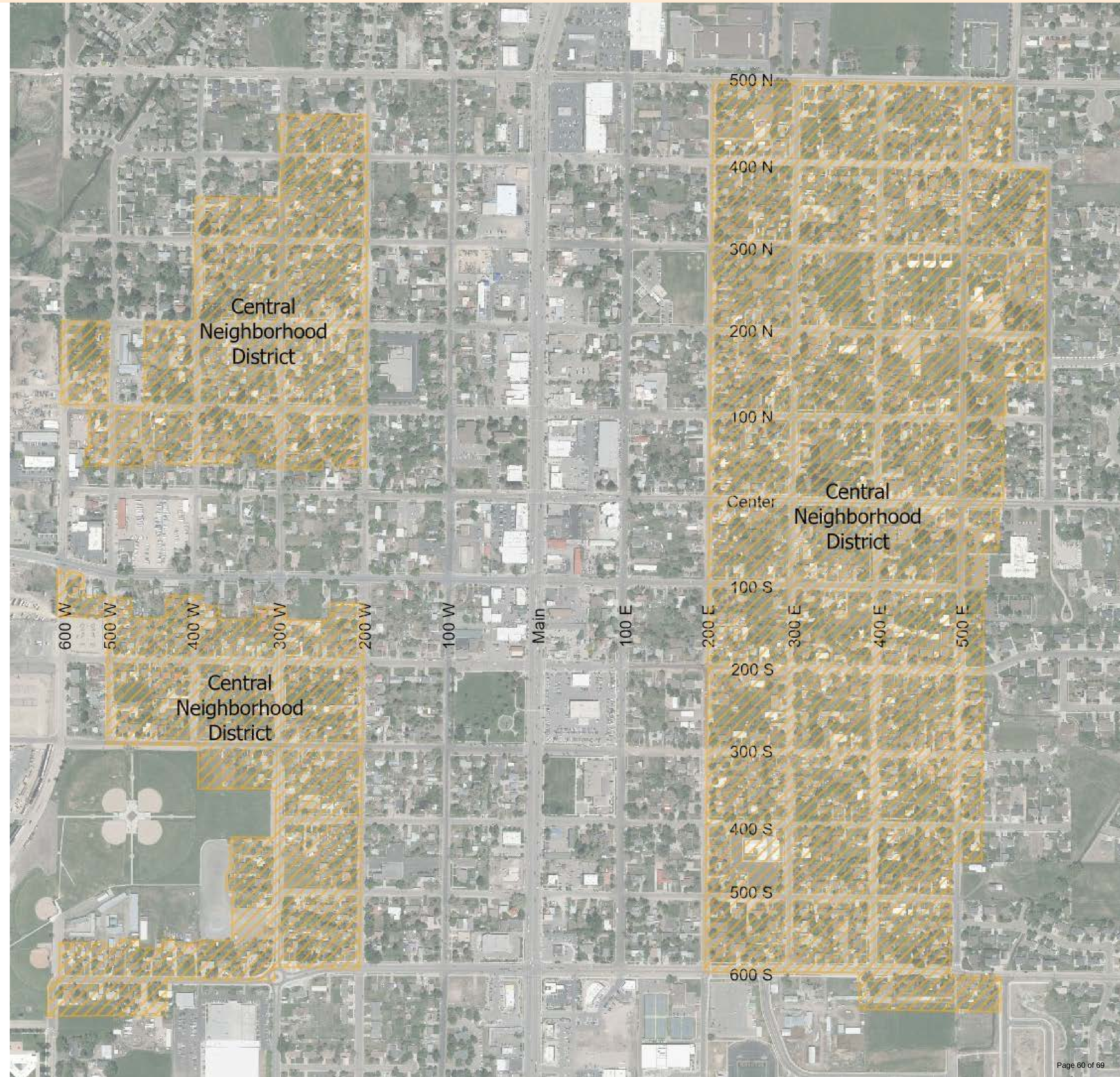


- **Transition Corridors District (TCD)** is established to permit a moderate intensity mixture of residential and commercial uses. The TCD serves as a transition area from the C-3 Commercial Zone westward and eastward of Main Street to existing residential neighborhoods. The district also serves as a connecting land use from the C-3 Commercial Zone westward to the area containing the new high school, railroad and Southfield Park. Also promotes infill options, historic building use flexibility, mixed use buildings and lower intensity commercial uses.

Central Heber Neighborhoods District (CND)

Place a *Green* dot for “like”
& a *Red* dot for “dislike”

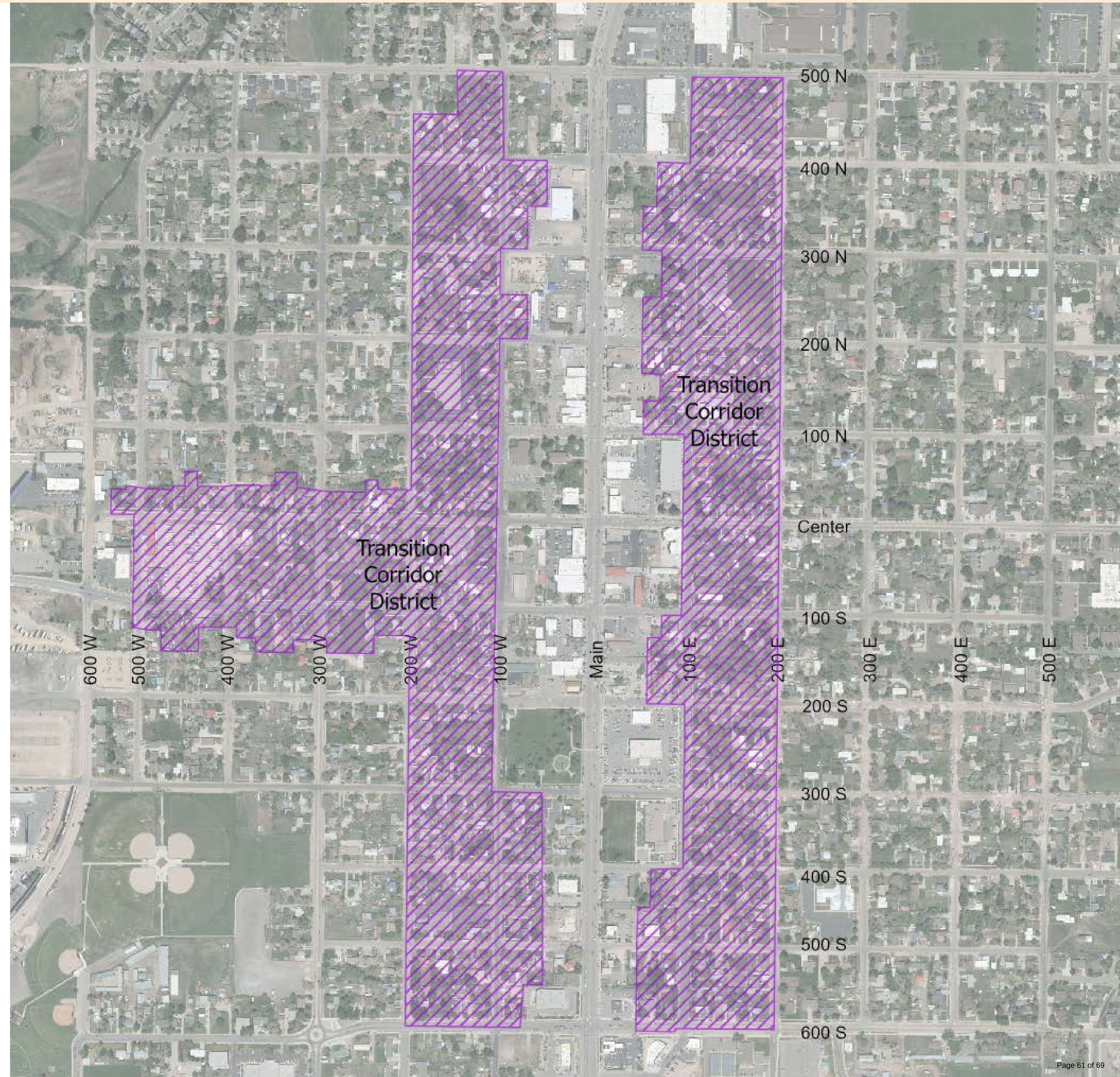
- Duplex and Twin Home
- Flag Lots
- Historic Building Additional Uses
- Mansion Style Apartments (conditional)
- Small Lots
- Subordinate Dwelling Unit
- Townhouse (conditional)
- Internal and detached accessory dwellings (already allowed)



Transition Corridors District (TCD)

Place a *Green* dot for “like”
& a *Red* dot for “dislike”

- Commercial Buildings
- Duplex & Twin Home
- Flag Lots
- Mansion Style Apartments
- Multi-family Courtyard
- Mixed Use Buildings
- Townhouses
- Subordinate dwelling unit
- Internal and external accessory dwelling units (already allowed)



Flag Lots and Subordinate Dwelling Units

For each category below, place a *Green* dot for “like” & a *Red* dot for “dislike”

Flag Lots



Subordinate Dwelling Unit (SDU)

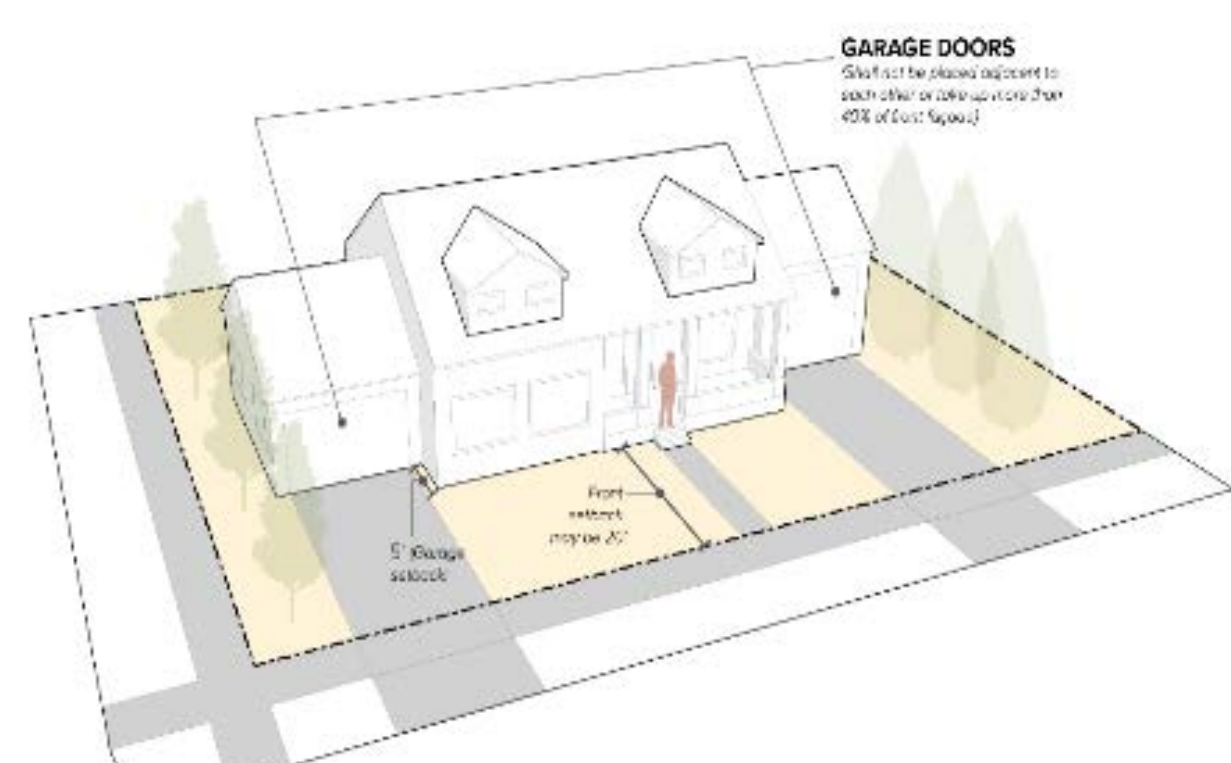
Owner occupancy required



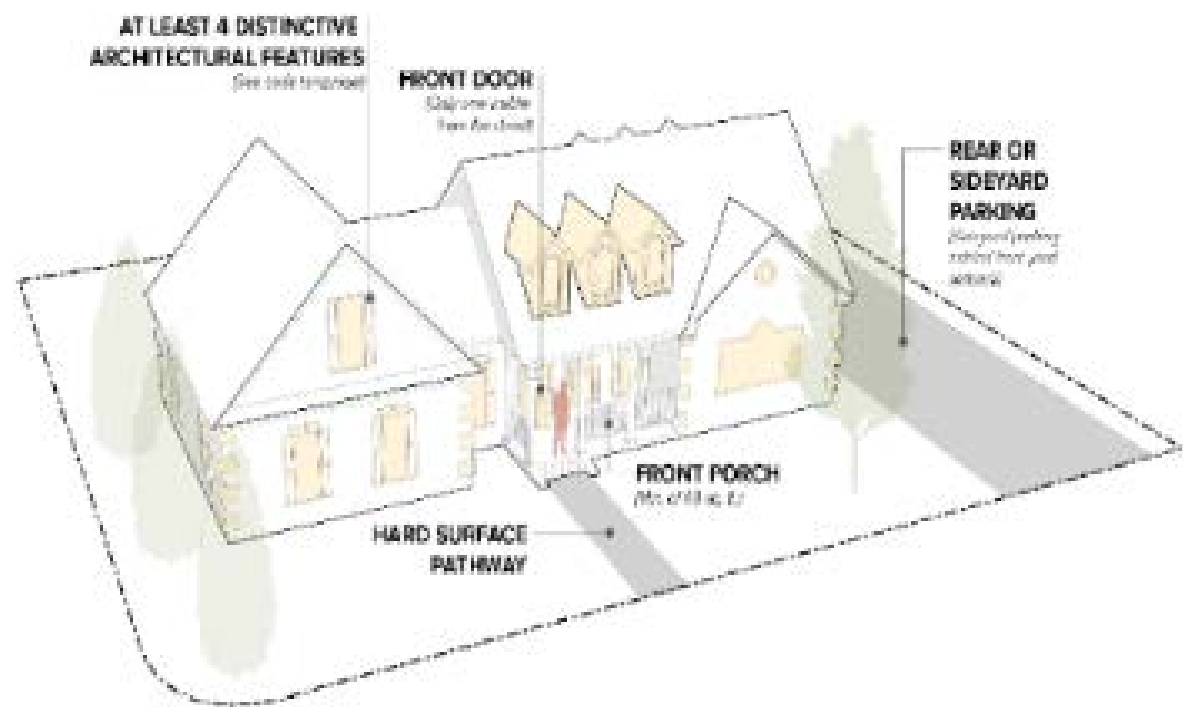
Duplexes/Twin Homes & Mansion Style Apartments

For each category below, place a *Green* dot for “like” & a *Red* dot for “dislike”

Duplexes/Twin Homes



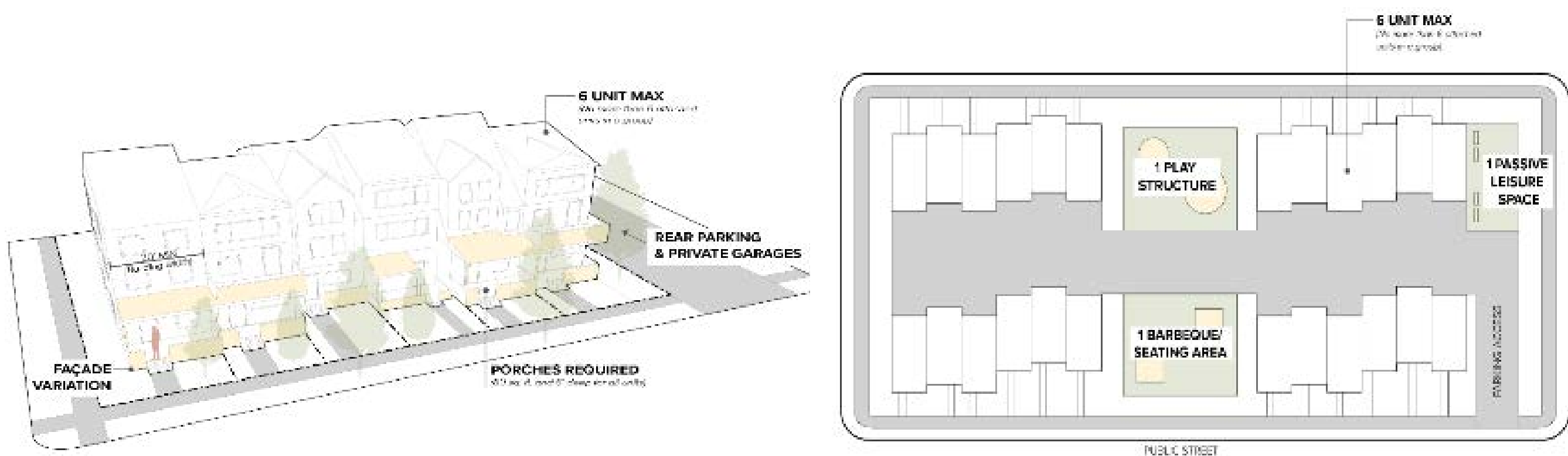
Mansion Style Homes



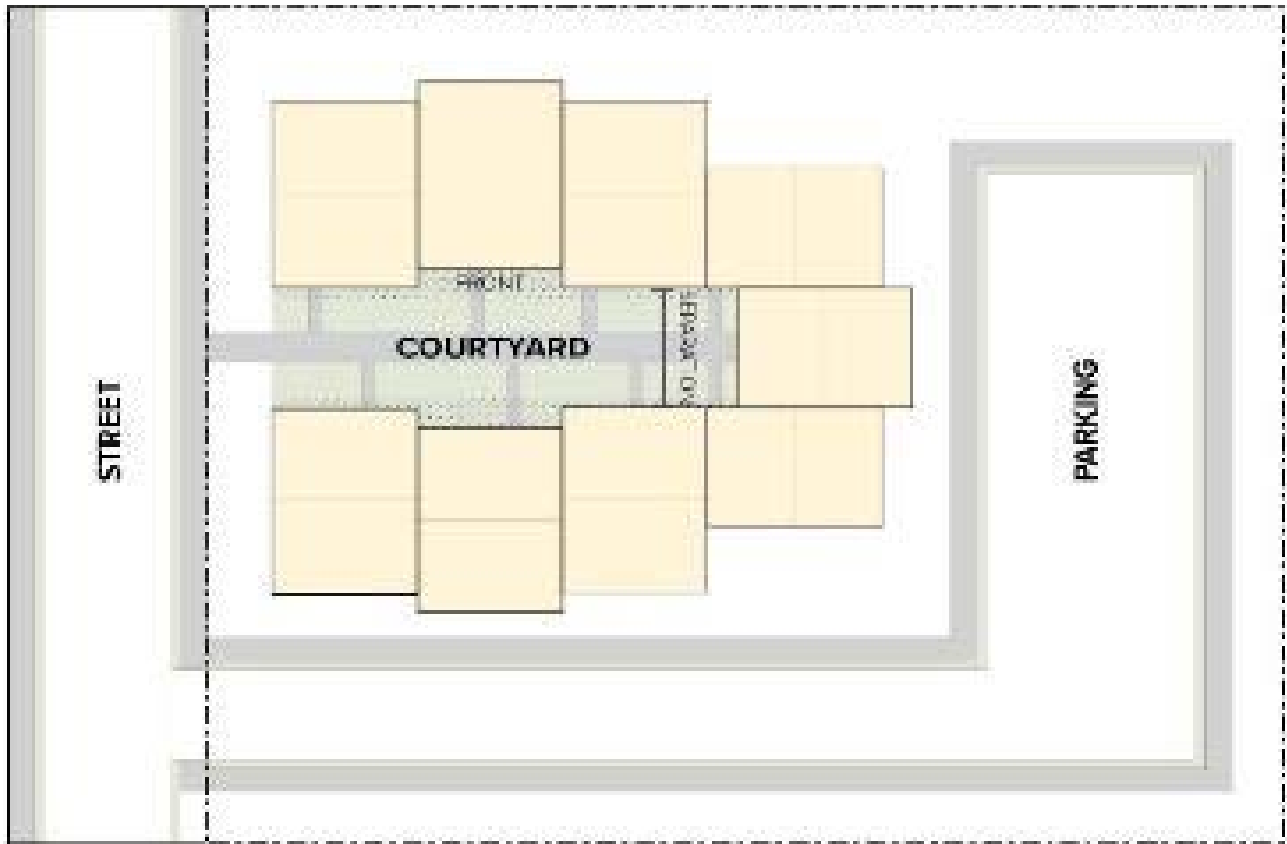
Townhouses and Multi-Family Courtyard Homes

For each category below, place a *Green* dot for “like” & a *Red* dot for “dislike”

Townhouses



Multi-Family Courtyard Buildings



Design features for multi-family buildings

For each category below, place a *Green* dot for “like” & a *Red* dot for “dislike”

**Do you support
design criteria
for multifamily
buildings?**

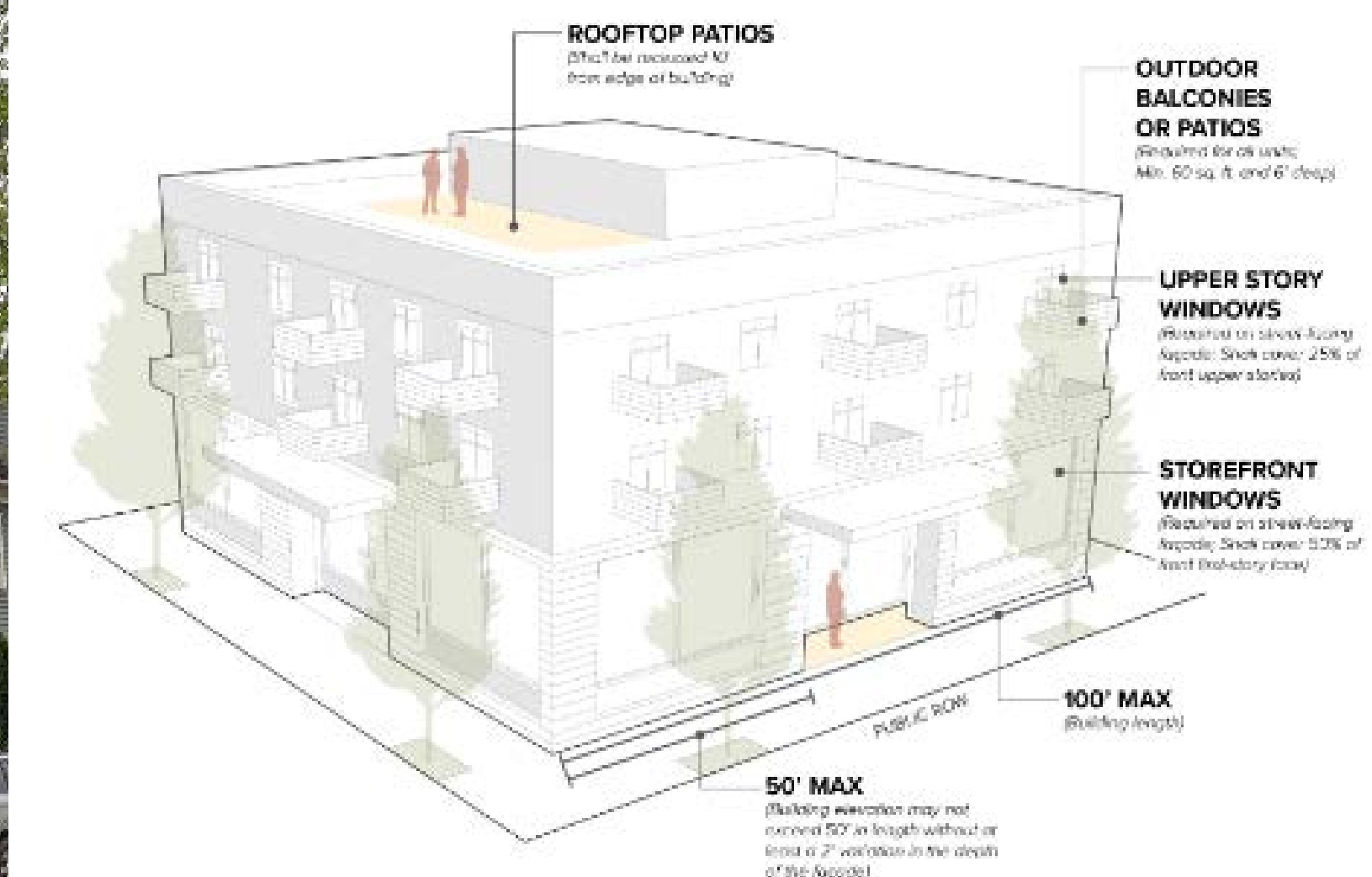
- Brick, rock/stone, board and batten wood siding
- Balconies (for multi-family homes)
- Doors on the street with patios/porches
- Rear loaded garages
- Pitched roofs and/or decorative varying height parapets
- Open space type playground or recreational features
- Rooftop patios (townhouses)
- 35 foot height limit

Mixed-Use Buildings (Permitted in Transition Corridor District only)

For each category below, place a **Green** dot for “like” & a **Red** dot for “dislike”

Do you support design criteria for commercial and mixed use buildings?

- First floor commercial use
- Awnings
- Upper story balconies
- Materials – brick, stone, composites
- Stepbacks on upper floors
- Façade indentations
- Gooseneck light fixtures
- Defined sign spaces
- Varying height parapets
- 35 foot height limit

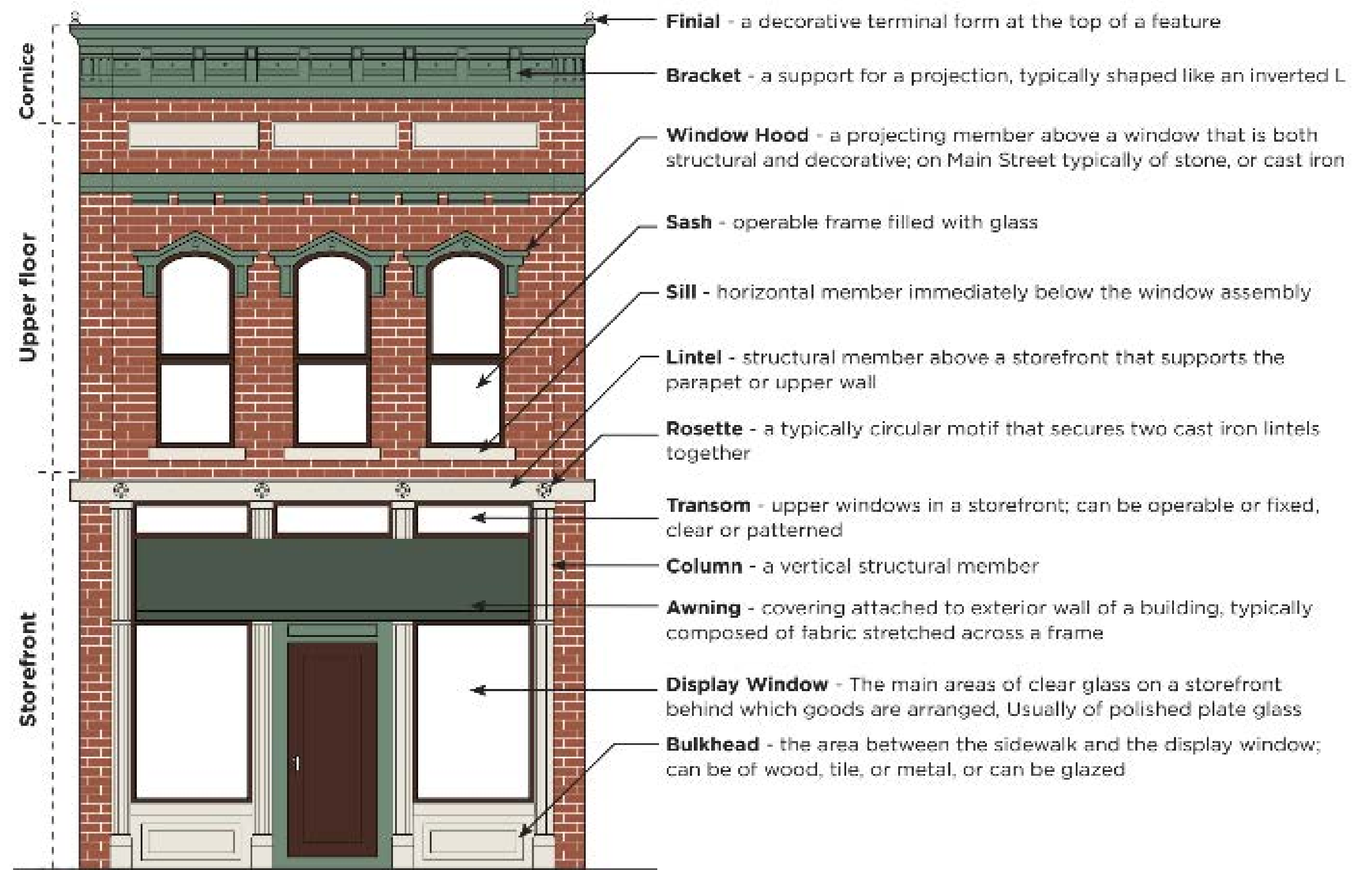


Commercial Buildings (Permitted in Transition Corridor District only)

For each category below, place a **Green** dot for “like” & a **Red** dot for “dislike”

Which design features do you like the most?

ANATOMY OF A MAIN STREET BUILDING



Historic Building Use Flexibility

Place **Green** dots on your favorite uses

Which uses do you most support?

- Bed & Breakfast
- Commercial Daycare (TCD only)
- Instructional/private schools
- Mansion Style Apartment Housing
- Minor retail/sales/galleries
- Offices
- Personal services
- Restaurant/Bakery/Coffee shop



Will CHOZ cause my home or neighborhood to redevelop?

Infill will not occur all at once and will not occur everywhere

- Ordinance standards limit the ability to redevelop
- Many lots are too small, too narrow, or have too small of a rear yard
- Some existing homes are located in an area of the lot that limits access
- Many homeowners may not want to redevelop or sell
- Many homeowners want to retain the open/recreation space of their rear yard
- Market conditions and individual property owner decisions will determine if infill options are appropriate for them