NOTICE OF A JOINT SESSION AND REGULAR SESSION
OF THE VINEYARD PLANNING COMMISSION
December 6, 2023 at 6:00 PM

Public Notice is hereby given that the Vineyard Planning Commission will hold a joint and regular session on Wednesday, December 6, 2023, at 6:00 pm, in the Vineyard City Council Chambers at 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our live stream page.

AGENDA

1. **CALL TO ORDER/ INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE**

2. **JOINT SESSION WITH CITY COUNCIL**

2.1 PUBLIC HEARING – Zoning Text Amendment – Medical and Commercial Uses

The addition of Medical and Commercial uses is proposed for the Flex Office Industry (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard – Town Center (TC) Districts. The sections of the Zoning Code under consideration will include:

- VZC15.12.050 District Use Table
- Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)

The mayor and City Council will act to adopt (or deny) this request by ordinance.

2.2 PUBLIC HEARING – Homesteads Pod 1 Live/Work Development Agreement

Community Development Director Morgan Brim will present the Homesteads Pod 1 Live/Work Development Agreement. The Mayor and City Council will act to adopt (or deny) this request by resolution.

2.3 PUBLIC HEARING – East Geneva Land Donation and Development Agreement

Anderson Geneva, LLC, is requesting approval of a land donation and development agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004. The Mayor and City Council will act to adopt (or deny) this request by resolution.

REGULAR SESSION

3. **OPEN SESSION -** Time dedicated for public comment. Comments will be limited to three (3) minutes. No actions may be taken by the Planning Commission due to the need for proper public noticing.

4. CONSENT ITEMS

4.1 Approval of the April 19, 2023 PC Meeting Minutes
4.2 Approval of the August 16, 2023 PC Meeting Minutes
4.3 Approval of the November 29, 2023 PC Meeting Minutes

5. BUSINESS ITEMS

5.1 DISCUSSION AND ACTION – Zoning Text Amendment – Medical and Commercial Uses *(A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

The addition of Medical and Commercial uses is proposed for the Flex Office Industry (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard – Town Center (TC) Districts. The sections of the Zoning Code under consideration will include:

- VZC15.12.050 District Use Table
- Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)

The Planning commission will take appropriate action.

5.2 DISCUSSION AND ACTION - Homesteads Pod 1 Live/Work Development Agreement (*This item was postponed from the November 8, 2023, City Council Meeting.) (A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

Community Development Director Morgan Brim will present the Homesteads Pod 1 Live/Work Development Agreement. The Planning commission will take appropriate action.

5.3 DISCUSSION AND ACTION - East Geneva Land Donation and Development Agreement *(A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

Anderson Geneva, LLC, is requesting approval of a land donation and development agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004. The Planning commission will take appropriate action.

5.4 PUBLIC HEARING – Forge Development Agreement (Resolution 2023-56)

Dakota Pacific is proposing a development agreement for The Forge property. The property is located at 769 N Ingot Road Vineyard, UT 84059, and is zoned within The Forge Special Purpose Zoning District. Parcel IDs: 39:258:0001 through 39:258:0007. The Planning commission will take appropriate action.

5.5 DISCUSSION AND ACTION – Site Plan for Aquatic Facilities

Community Development Director Morgan Brim will present site plans for the aquatic facility within the lake promenade in the Downtown Vineyard area. The Planning commission will take appropriate action.

6. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

7. ADJOURNMENT

The next regularly scheduled meeting will be held on January 3, 2024.

This meeting may be held in a way that will allow a commissioner to participate electronically.

The Public is invited to participate in all Planning Commission meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: December 5, 2023

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

MINUTES
OF THE VINEYARD PLANNING COMMISSION,
Wednesday April 19, 2023, 6:00 p.m.

Planning Commission Present: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christropher Bramwell, and Craig Bown.
Commissioners excused: Bryce Brady and Steve Anderson

Staff Present: Morgan Brim, Community Development Director; Cache Hancey, Planner; Naseem Ghandour, Public Works Director

Others Present: Karla Matta, X-Development.

CALL TO ORDER Tay Gundmundson called the meeting to order at 6:02 pm.

1. **INVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE**
   Chris Bramwell led the Pledge of Allegiance and offered an invocation.
2. **OPEN SESSION –**
   There were no public comments.
3. **MINUTES REVIEW AND APPROVAL**
   - **3.1 April 5, 2023.**
     MOTION: Anthony Jenkins moved to approve the April l5, 2023 meeting minutes. Craig Bown seconded the motion. Those voting aye: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christropher Bramwell, and Craig Bown. The motion was approved unanimously.
4. **BUSINESS ITEMS**
   - **4.1 PUBLIC HEARING – Zoning Text Amendment - Sign Code Amendment**
     Planner Cache Hancey presented a Zoning Text Amendment to amend Section 15.23.120 *Signs.* The proposed amendment would remove the Sign Standard Waiver, make changes to the Sign Standard Table, and add two additional sign types: *Development Promotion and Direction* and *Wall Art and Building Mural.*

     MOTION: Anthony Jenkins made a motion to open the public hearing. Chris Bramwell seconded the motion. Those voting aye: Those voting aye: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christropher Bramwell, and Craig Bown. The motion passed unanimously.

     MOTION: When no one came forward, Anthony Jenkins made a motion to close the public hearing. Chris Bramwell seconded the motion. Those voting aye: Those voting aye: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christropher Bramwell, and Craig Bown. The motion passed unanimously.

     There was a discussion on a city-initiated water mural project.

     MOTION: Chirs Bramwell made a motion to forward a positive recommendation to the City Council. Anthony Jenkins seconded the motion. Those voting aye: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christropher Bramwell, and Craig Bown. The motion passed unanimously.

4.2 Site Plan – Edgewater Parking Lot

Cache Hancey presented a minor site plan for an Edgewater Parking Lot to allow for off-site residential parking.

There was a question if this parking lot will be accessible from the commercial businesses. It will only be available to residents of Edgewater HOA.

Tay Gundmundson asked the applicant, Karla Matta, how they came to an agreement with the HOA. Karla Matta addressed other questions from the Planning Commission.

MOTION: Anthony Jenkins made a motion to approve the Edgewater Parking Lot site plan application as presented. Chris Bramwell seconded the motion. Those voting aye: Those voting aye: Tay Gundmundson, Graden Ostler, Anthony Jenkins, Christopher Bramwell, and Craig Bown. The motion passed unanimously.

5. WORK SESSION

5.1 There were no work sessions scheduled.

6. TRAINING SESSION

6.1 There were no training sessions scheduled.

7. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

Anthony reported on the Bike Commission.
Tay Gundmundson reported on the Edgewater Town Hall meeting.
Morgan Brim reported on public feedback concerning Mill Road.
Cache Hancey provided a report on a visit to Davis, California, a bicycle friendly community.

8. ADJOURNMENT

Tay Gundmundson adjourned the meeting at 6:36 pm.

Minutes Certified Correct on: August 16, 2023

Certified by: /s/_____
Rachel Stevens, Planner

DRAFT

REGULAR MEETING
OF THE VINEYARD PLANNING COMMISSION,
Wednesday, August 16, 2023, 6:00 p.m.
REGULAR MEETING MINUTES

Attendance:

Planning Commission Members: Anthony Jenkins, Tay Gudmundson, Chris Bramwell, and Graden Ostler.

Planning Commissioners Excused: Steve Anderson, Bryce Brady and Craig Bown

Staff Present: Naseem Ghandour, Public Works Director; Cache Hancey, Anthony Fletcher, and Rachel Stevens, Planners

Others Present: Russell Evans, Daria Evans, Wendy Purrington, Eileen Erickson, Dustin MacGillivray, Jacob Hannemann, Residents; Cody Brazell Woodbury Corp; Ryan Podman, Greg Bird, Brian Bird, Bird Development; Matt Brown, NW Brown Engineering; and Bronson Tatton, Flagship

REGULAR SESSION

CALL TO ORDER

Vice Chair Tay Gudmundson called the meeting to order at 6:01 PM.

1. INVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chris Bramwell.

2. OPEN SESSION - Time dedicated to public comment. Comments will be limited to three (3) minutes. No actions may be taken by the Planning Commission due to the need for proper public notice.

No public comments were made.

3. MINUTES FOR APPROVAL

3.1 April 5, 2023

3.2 July 19, 2023

3.3 August 2, 2023

MOTION: Chair Anthony Jenkins made a motion to approve the minutes for approval, items 3.1, 3.2, and 3.3. Chair Bramwell seconded the motion. The motion passed unanimously.

4. BUSINESS ITEMS

4.1 Sign Standard Waiver – Mister Car Wash

Ruth Gillies with Gillies Sign & Design has applied for a Sign Standard Waiver regarding the Mister Car Wash currently under construction. The waiver would allow for an increased height and glow effect in the single-tenant monument sign and increase the quantity, location, and size of the wall signs proposed. The Planning Commission will act to either approve or deny the Sign Standard Waiver Application.

Planner Anthony Fletcher gave a presentation showing the sign details Mister Car Wash is applying for. Vice Chair Gudmundson asked for clarification on the glow effects. Planner Cache Hancey responded, and a discussion ensued.

MOTION: Anthony Jenkins made a motion to approve the Sign Standard Waiver application as requested by Ruth Gillies with Gillies Sign & Design with the proposed conditions of meeting all existing lighting requirements and only having the west elevation lit during operating hours. Chris Bramwell seconded the motion. The motion passed unanimously.

5. WORK SESSION

5.1 Transportation Masterplan

Josh Gibbons and Jillian Riches with Hales Engineering gave an update on the Transportation Masterplan. Chair Anthony Jenkins expressed some concerns and a discussion ensued.

Resident Eileen Ericson, from the Sleepy Ridge subdivision, in response to the update, asked how the railroad will be moved. Public Works Director Naseem Ghandour responded to Ms. Ericson with the plan they have with Union Pacific and the Federal Railroad Association. Mr. Gibbons also responded to Ms. Ericson's concern.

6. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

6.1 United States Postal Service – Drop Box Update

Planner Cache Hancey gave an update on the Postal Service installing a drop box.

7. ADJOURNMENT

Vice Chair Gudmundson adjourned the meeting at 6:57 PM

MINUTES APPROVED ON:

CERTIFIED CORRECT BY /s/ Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER

MINUTES OF A WORK SESSION OF THE VINEYARD PLANNING COMMISSION
City Council Chambers
125 South Main Street, Vineyard, Utah
November 29, 2023 at 6:00 PM

Present	**Absent**
Chair Bryce Bradey	Commissioner Bradley Fagg
Commissioner Steve Anderson	Commissioner Tay Gudmundson
Commissioner Christopher Bramwell	
Commissioner Graden Ostler	

Staff Present: City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Planners Cache Hancey and Anthony Fletcher, Public Works Director Naseem Ghandour, Staff Engineer Patrick James, Environmental Utilities Manager Sullivan Love.

Others speaking: Steve Borup with Dakota Pacific; residents Daria Evans, Tim Heaton, Sara Cameron, Jacob Holdaway, Chip Price, and David Lauret; Bronson Tatton and Pete Evans with Flagborough/Anderson Geneva

1. CALL TO ORDER/ INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Chair Brady opened the meeting at 6:00 PM. Commissioner Bramwell led the Pledge of Allegiance and gave the invocation.

2. WORK SESSION

2.1 Zoning Text Amendment – Medical and Commercial Uses

The addition of Medical and Commercial uses is proposed for the Flex Office Industry (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard – Town Center (TC) Districts. The sections of the Zoning Code under consideration would include:

- VZC15.12.050 District Use Table
- Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)

Community Development Director Morgan Brim reviewed the proposed code changes.

Chair Brady clarified that residential was not allowed in the RC and FOI and that there was still cleanup that needed to be done in those areas. He asked if the different types of facilities were permitted use, what would happen if the ground did not meet those standards. Mr. Brim explained that the Department of Environmental Quality would still have to sign off on the uses. A brief discussion ensued.

2.2 <u>Forge Development Agreement</u>

Dakota Pacific is proposing a development agreement for The Forge property. The property is located at 769 N Ingot Road Vineyard, UT 84059, and is zoned within The Forge Special Purpose Zoning District. Parcel IDs: 39:258:0001 through 39:258:0007.

 Community Development Director Morgan Brim gave a brief background on the Forge Development Agreement and some of the changes that had been requested to be made since the last time they discussed this item.

 Steve Borup with Dakota Pacific explained where their property was located. He
He reviewed the agreement and the feedback they had received. He reviewed the items that were amended:

- Reduced Residential by 25% - there was a brief discussion about the number of units
- Kept the active open space the same
- Types of commercial for area
- Parking strategies
- Building Height
- Affordable Housing and mixed housing

 Mr. Borup continued his presentation. He said that the revised approach was to designate different uses in various blocks within the development. He reviewed those uses. He said that there would be an active entertainment area with an anchor with an outdoor recreation area with retail around it. The commercial area would also include other retail. A desire for office space near the Vineyard Connector and Geneva Road. In the middle would be the mixed-use residential and commercial uses. He reviewed the publicly accessible open space and the pedestrian corridor.

 Chair Brady asked what the percentage of open spaces would be within the development. Mr. Borup replied that the development far exceeds the minimum required by code for the entire development.

During the presentation, Mr. Borup shared that the development would have an Entertainment Anchor. City Attorney Jayme Blakesley requested clarification on what the developer means by an entertainment anchor. In response, Mr. Borup described the anchor as a well-known and sought-after establishment or amenity that would attract users from all over the region, while serving Vineyard residents.

The presentation on The Forge highlighted its focus on occupancy to manage and control Parking in the entire development. There are plans to have onsite full-time management that would utilize technologies to enforce occupancy and parking throughout. Mr. Borup shared that these proposed management and monitoring strategies are currently being used in other developments they own and have been highly successful.
Further discussions ensued about occupancy, parking, and enforcement.

City Attorney Jayme Blakesley recommended to the developers to include verbiage that highlights a commitment that the Development Agreement runs with the land and would include the parking garages that are going to be managed by one or a single management entity. This would serve as an assurance that occupancy, parking, and enforcement would continue in the event of a change in ownership.

Commissioner Bramwell advised that the privacy of Vineyard residents be taken seriously regardless of the technologies proposed to be employed in monitoring, managing, and enforcing occupancy and parking.

Chair Brady recommended that a sidewalk be built, and emphasis be placed on connecting the development to the Front Runner station.

Public Concerns Questions

Resident Daria Evans asked about the RDA funding and how the RDA worked. She questioned why the city should be involved in funding a private developer's project.

Resident Tim Heaton expressed concern with the privacy implications of the License plate reader technology. He also requested clarification on parking enforcement and building heights for the various proposed buildings based on the rendering being presented. Lastly, he asked why the City RDA should pay for a private developer's project as well.

Resident Sarah Cameron expressed concern with the parking allowance/ratio per unit due to the differences or variations in household composition and sizes. She recommended that the developer consider upgrading the parking ratios per unit to accommodate for future demand.

Resident Jake Holdaway asked about the target residents in the future when the development was built. Due to Vineyard's proximity to UVU and BYU, there would be an influx of many students and families in search of affordable housing. Mr. Holdaway recommended that the Forge be built in such a way that it welcomes various classes of people with varied household composition/type, thus parking should be re-considered.

Resident Chip Price asked about the Elevation winding along 800 North and how it would be built.

Responses.

A Discussions ensued about all concerns raised by residents and commissioners including recommendations to improving the D.A. to accommodate concerns:

Recommendation for D.A. - The rental lease should include wording or verbiage that states the parking allocated per unit in every lease agreement.

Recap from Chair Bryce Brady– requested the developer provide more definition for the Anchor to help justify the residential accommodation. He also reiterated the issue of privacy during occupancy and parking enforcement.

2.3 Site Plan for Aquatics Facility

Flagborough is proposing an aquatics facility within the lake promenade in the Downtown Vineyard area.

Planner Anthony Fletcher. introduced the project detailing the site location and total site.

Bronson Tatton with Flagborough, presented more details on the proposed aquatic facility. He explained how the various spaces within the proposed aquatic facility site would be programmed and how it seamlessly fits and relate to the entire promenade and other proposed amenities and

buildings within the downtown. Mr. Tatton shares some renderings of buildings and landscaping for the proposed facility.

Questions

Pete Evans with Flagborough iterated the functions of the proposed spaces and how the facility would be operated and managed. Mr. Evans shared that the aquatic facility would have various levels of access, ranging from daily entry users/passes to memberships/ subscriptions. The restaurant and spa spaces would be leased to private operators, thus making them fully accessible to the public for the services being provided.

Commissioner Bramwell asked about the ownership of the promenade. The developers responded that ownership had not yet been determined due to the stage of the development.

Resident David Lauret expressed concern about parking for the aquatic facility and asked for proposed parking plans and clarification on its management and enforcement.

Resident Daria Evans asked about the total capacity of the facility and how many lifeguards would be stationed there during its operation. She also wanted to know the size of the proposed slash pad in comparison to the Grove Park splash pad.

Resident Jake Holdaway expressed concerns about the infestation of flies and other bugs in the area or the proposed project site, being outdoors. He shared that it is worth considering the financial implications of controlling fly and bug infestation. Delineation of spaces

Responses.

Parking is being catered for. Parking and privacy

Furniture storage had been considered. Storage spaces are being planned for and would be dedicated to storing furniture and some maintenance equipment.

2.4 East Geneva Land Donation and Development Agreement

Anderson Geneva, LLC, is requesting approval of a land donation and development agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004.

Mr. Pete Evans explained that the East Geneva Land Donation and Development Agreement had two (2) components:

1. The donation of the right of way for the Mill Road alignment that goes through their property and
2. The Development Agreement was intended to solidify and lock in the zoning that is in place on the east side to inform planning and development efforts.

3. ADJOURNMENT

Chair Bryce Brady, in his closing remark, requested that the developers of the Forge present the percentage of Owner-occupied residential units in their development and the percentage of residential to commercial spaces (i.e., proposed square footage allocations for the various use types).

Chair Bryce Brady adjourned the Planning Commission meeting at 8:38 pm.

MINUTES APPROVED ON:

CERTIFIED CORRECT BY /s/ Anthony Fletcher
ANTHONY FLETCHER, CITY PLANNER

Community Development

Date: December 6, 2023
From: Morgan Brim, Community Development Director
To: Planning Commission & City Council
Item: Ordinance 2023-30: Public Hearing and Consideration of proposed Zoning Text Amendment to add medical and commercial uses to the FOI, RC, and TC Zoning Districts
Applicant: City-Initiated

BACKGROUND

Vineyard City is working with several medical uses to locate with the city. Most recently, the Huntsman Cancer Institute announced that a new hospital and research facility would be built in the Village General Subdistrict of the Downtown. These amendments will ensure that zoning uses align with proposed medical and commercial uses for both the Downtown and East Geneva areas of the city.

The vineyard's general plan provides the following supporting language for these amendments:

Land Use Element:

- Goal 1: Strategy 9: Promote the continued development of Eastlake Industrial Park through strategic branding and marketing.
- Goal 2: Participate in larger scale, regional planning to coordinate land uses and to maintain regional networks.
- Strategy 2: Support the location of regional centers, such as major employment and mixed-use areas along regional mobility corridors, like I-15.
- Strategy 3: Coordinate with Orem, along Geneva Road, to co- manage growth, economic development strategies and appropriate development that can benefit both communities.
- Goal 4: Encourage a pattern of growth that reflects the city's ability to efficiently provide necessary services and anticipates the resource needs of future generations.
- Strategy 4: Encourage land uses that contribute to the community character of Vineyard and define the community's identity within the larger region and Utah Valley.
- strategy 3: Consider institutional uses that promote Vineyard as a place for innovation.

Economic Development Element:

- Goal 4: Ensure the city's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.
- Strategy 1: take measures to attract retail development that will decrease vineyard's retail leakage and increase sales tax revenues through strategic identification and marketing of parcels that are appropriate for the specialty retail and larger format stores that will serve residents and preserve the integrity of the community.
- Goal 5: Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.

- Strategy 2: Encourage the clustering of uses to create and maintain distinctive districts within the community.
- Goal 9: Leverage Utah Valley University's technology assets and human resources to promote economic development in Vineyard.

The Planning Commission held a work session and were supportive of the proposed amendments. This item is on the agenda for a joint work session with the City Council and Planning Commission on December 6, 2023.

PROPOSED CITY COUNCIL AND PLANNING COMMISSION MOTIONS:

Planning Commission:
"Motion to recommend approval of Ordinance 2023-30 Medical and Commercial Zoning Uses to the City Council."

City Council:
"Motion to approve Ordinance 2023-30 Medical and Commercial Zoning Uses."

ATTACHMENTS

- Ordinance 2023-30 Medical and Commercial Uses

VINEYARD CITY
ORDINANCE 2023-30 MEDICAL AND COMMERCIAL USES

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE VINEYARD ZONING ORDINANCE SECTION 15.12 ESTABLISHMENT OF DISTRICTS AND ZONING TABLES AND SPECIAL PURPOSE ZONING DISTRICT 3 DOWNTOWN VINEYARD (TOWN CENTER) SECTION 3.08 USES TO ADD MEDICAL AND COMMERCIAL USES TO THE FOI, RC, AND VINEYARD DOWNTOWN (TOWN CENTER SPECIAL PURPOSE DISTRICTS; PROVIDING A REPEALER CLAUSE, PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of the Utah Municipal Code, permits Vineyard to ensure the health, safety and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on December 6, 2023 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on December 6, 2023; and

WHEREAS, the Vineyard City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

NOW THEREFORE, be it ordained by the Council of the Vineyard, in the State of Utah, as follows:

SECTION 1: AMENDMENT “See Exhibit A: 15.12 Establishment of Districts and Zoning Tables”

SECTION 2: AMENDMENT “See Exhibit B: Special Purpose Zoning District 3 Downtown Vineyard (Town Center) Section 3.08 Uses”

PASSED AND ADOPTED BY THE VINEYARD COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

_____
Julie Fullmer, Mayor, Vineyard

Attest

_____
Pamela Spencer, City Recorder, Vineyard

EXHIBIT A

15.12.050 District Use Table

District Use Table: The district use table lists all use types and zoning districts where the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).

Prohibited Uses: All uses marked with an "x" in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.

additional requirements for specific uses are listed in VZC 15.14 Special Purpose Districts, VZC 15.32 General Property Development Standards and VZC 15.34 Supplementary Development Standards of the zoning ordinance.

Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^{x} = Indicates Additional Standards Below

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
RESIDENTIAL[8]	Clinical Support Housing	N	N	N	N	N	N	N	N	N	N	N	N	N	~~N~~P	P[8]	~~N~~P	N	N
	Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N	N
	Dwelling Single-Family	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N
	Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	N	N	N
	Model Home or Unit	N	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	N
	Residence for Persons with a Disability	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	p[2]	N	N	N
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school	N	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	N	N	N	N	N	N	N	N
	Residential Facility for Elderly Persons	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	N	C[5]	N	N
	Residential Lease, Short-term	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Agriculture, Commercial	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Animal Hospital	N	N	N	N	N	N	N	N	N	N	P	N	N	P	C	P	P	N
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Cannabis Production Establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P[9]	P[9]	N
	Car Wash	N	N	N	N	N	N	N	N	N	N	C	N	N	C[3]	N	C	P	N
	Chemical Manufacture, Storage, and Distribution (Existing)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Commercial Day Care/Preschool Center	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C[3]	N	N
	Commercial Plant Nursery	N	C	C	N	N	N	N	N	N	N	C	N	N	P	N	P	P	N
	Commercial Recreation, Indoor	N	N	N	N	N	N	N	N	N	N	C	C	C	P	P	~~N~~P	N	N
	Commercial Recreation, Outdoor	N	C	C	N	N	N	N	N	N	N	C	N	C	C	N	~~N~~C	N	N
	Composting Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N

COMMERCIAL

ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N
Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	P	N
Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P[7]	P[7]	N	P[7]	N	N	P[7]	N
Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N
Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N
Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N
Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N
Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	~~N~~C	N	~~N~~C	N	N
Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	~~N~~P	N	N
Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	~~N~~C	N	N
Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	P	N	N
Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P[2]	P[2]	N
Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C[2]	C[2]	N
Laundry, Commerical	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	P	P	N
Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
Manurfacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	N
Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N
Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	~~N~~C	N	N
Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N
Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N
Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	~~N~~P	N	~~N~~P	N	N
Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	~~N~~P	N	~~N~~P	N	N
Office	N	N	N	N	N	N	N	N	N	N	P	P	P	~~N~~P	P	~~N~~P	N	N
Pawnshop	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N
Personal Care Services	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N
Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	C	N	N
Pharmacy	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	~~N~~P	N	N
Pharmacy, Medical Cannabis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P[9]	N	N
Private Club	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
Restaurant	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N
Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	P	P	P[3]	P	P	P[3]	N	N
Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	N	N
Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C[2]	N	C[2]	C[2]	C[2]	C[2]	N	N
Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
	Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C
	Vehicle and Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	C
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	C	C
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N
	Vehicle and Equipment Sale or Rental New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	N
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	~~C~~P	N	N	N	N
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	P	N
PUBLIC AND INSTITUTIONAL	Assembly, Place of	N	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C	C	C	~~N~~P	C	N	N	N
	Commuter and Light Rail Facilities and Station	N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C	C
	Earth Station (Satellite Dish Farm)	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N
	Educational Facility	N	C	C	C	C	C	C	C	C	C	P	P	P	C	P	~~N~~C	N	N
	Emergency Care Facility	N	N	N	N	N	N	N	N	N	N	P	P	C	~~N~~P	N	~~N~~P	N	N
	Environmental Remediation Activities	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P
	Farmers' Market	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	N	C
	Heliport	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	~~N~~C	C	N
	Hospital	N	N	N	N	N	N	N	N	N	N	C	C	N	~~N~~C	N	~~N~~C	N	N
	Liquor Store (State Owned)	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	C	N	N
	Major Facility of a Public Utility	C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C
	Minor Facility of a Public Utility	P	P	P	P	P	P	P	P	P	P	C	C	P	C	C	P	P	P
	Museum	N	N	N	N	N	N	N	N	N	N	P	P	C	C	P	N	N	N
	Open Space and Trails	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parks and Associated Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Park and Ride Facility	N	N	N	N	N	N	N	N	N	N	P	N	C	N	N	P	P	N
	Power Plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N		C	N
	Public Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
	Recycling Collection Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
	Recycling Processing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Transit Passenger Hub (Intermodal)	N	N	N	N	N	N	N	N	N	N	P	P	N	C	N	C	C	C
	Wireless Telecommunications Site/Facility	N	C[2]	C[2]	N	N	N	N	N	N	N	C[2]	C[2]	C[2]	N	N	C[2]	C[2]	C[2]
	Accessory Building	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	~~N~~P	p[2]	~~N~~P	N	N
	Accessory Dwelling Unit	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P[2]	P[2]	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N

ACCESSORY USES

ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
Home Occupation	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	p[2]	N	N	N
Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
Household Pets, Noncommercial	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	p[2]	N	N	N
Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	C	P	N
Seasonal Use	T[5]	N	N	N	N	N	N	N	N	N	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	N	N
Sign - Temporary	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]
Swimming Pool	P	C[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	p[2]	N	N	N
Temporary Use	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[55]	T[5]	T
Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.
2. See VZC 15.34 for additional use development standards.
3. Use is allowed as an accessory use to a principle use.
4. Use shall not exceed 25% of the net square footage of a single building or development.
5. See VZC 15.26 for additional use standards.
6. See VZC 15.48 for signage requirements.

7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.

8. Clinic Support Housing use shall not exceed 80% of the net square footage of a single building or development.
9. Use shall meet all licensing requirements as required by Utah State Code and conform to Section 15.34.210 Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.

EXHIBIT B

Downtown Vineyard (Town Center)

3.08.010 General Requirements (3) Use Table

Use Table. *Table: 3.08.010(1) Uses by District* . Uses by District outlines the permitted uses in each land use district. Each use is given one of the following designations for each zoning district in which that use is permitted.

Permitted ("P"). These uses are permitted by-right in the districts in which they are listed.
Requires a Conditional Use Permit ("C"). These uses require administrative review and approval in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use, as well as meet the requirements of the Conditional Use.
Listed uses that are not permitted in the district are indicated by "NP".

Table: 3.08.010(1) Uses by District

Uses	Districts				
	Downtown Station	**Downtown Mixed Use**	**Village General**	**Lake Front Residential**	**Lake Front Commercial**
Mixed Use	P	P	P	NP	P
Single-household Detached	P*	P*	P*	P	P*
Single-household Attached	P*	P*	P	P	P*
Multi-household	P	P	P	P	P
Student Housing	C	C	NP	NP	NP
Lodging	P	P	P	NP	P
Civic Building	P	P	P	NP	NP
Civic Space	P	P	P	P	P
Commercial	P	P	P	NP	P
Food and Beverage (F&B)	P	P	P	NP	P
Entertainment	P	P	P	NP	P
Office	P	P	P	NP	P
Hospital	NP	P	P	NP	NP
Medical Uses, Offices, Research	P	P	P	NP	P
Home occupations	P	P	P	P	P
Parking Structures	P	P	P	P	P

KEY: C - Conditional P - Permitted NP - Not Permitted

4. Prohibited Uses following uses are prohibited in Downtown Vineya

Automobile sales and leasing, except where no vehicles are stored outside.
Bail bonds
Billboards
Blood plasma center
Car title loan business
Check cashing/deferred deposit loan

Commercial outdoor recreation, except in the Lake Front Commercial District and events in Geneva Park
Detention facility/jail as a principal use
outdoor gun range
Outside storage of construction material and equipment, refuse outside of an approved container, junk such as inoperable vehicles and appliances, and other items not coincident with sales, seating, or retail display of adjacent businesses. Boat Storage in the Lake Front Commercial District does not
Moving truck rental
Non-stealth wireless communication facilities
Non-stealth radio towers
Indoor/Outdoor kennel as a principal use
Call services and service-oriented escort bureaus
Pawnshop
Sale and/or lease of mobile homes, travel trailers, campers, motorcycles and other recreational vehicles
Secondhand precious metal dealer/processor and/or precious gem dealer
Self-storage facility, excluding boat storage in the Lake Front Commercial District
Sexually-oriented business
Fraternity/sorority houses

Community Development

Date: December 6, 2023
From: Morgan Brim, Community Development Director
To: Planning Commission & City Council
Item: Public Hearing and Consideration of Homestead Development Agreement Amendment, Adding Live-Work Units to Pod 1
Location: Pod 1, Homestead Development
Applicant: Michael Olsen, Home Center Construction



SUMMARY
The applicant is proposing 56 live-work units located in Pod 1 of the Homesteads Community. A live-work unit combines residential living with commercial space operated by the occupant. The combining of both uses under one lease provides a cost-effective way for residents to start businesses without having to lease traditional commercial space. This is a unique opportunity for the city to provide 56 small businesses with an opportunity to efficiently enter the local economy and grow. The proposed development agreement shows the addition of 167 additional parking spaces mixed throughout the project area and within Vineyard Road. The final parking count will be analyzed during the site plan process. The amount of parking on the street may change due to final engineering.

- *Traffic-Street Parking*

The project engineer provided two letters, which are attached to this report. The first provides an overview of Gilson Engineering's traffic and parking analysis and indicates no capacity issues will negatively impact New Vineyard Road. The second letter recommends that street parking be oriented in a front pull-in configuration as opposed to a reverse angled orientation. He expresses concerns regarding the safety of erratic movements, and overcorrection to accommodate a new condition of reversed angled parking. The project will add a new trail on the north side of Pod 1 that will travel east-west to the rail trail along the east side of the project area. This trail will accommodate travelers who desire to bypass the New Vineyard Road section located in Pod 1. Additionally, both sides of the road will contain sidewalks.

- *Amenities*

The development agreement will provide four courtyard areas that will be programmed with tables, outdoor furniture, play areas and sport courts. A dog run will be located adjacent to the trail along the northern boundary of the project area. The developer will stub water and provide public parking onsite for trail access and for a community garden. The city will have the option to expand the community garden program in this area if the demand increases. Kelly Boren Memorial Park located on the south side of New Vineyard Road will be dedicated back to the HOA. The community HOA will be in a better position to maintain and program this open space than Vineyard City. Residents and employees of the live-work units will enjoy access to the club house and pool.

- *Office Building*

The development agreement permits a future office building within Courtyard 2 of about 5,000 sf. This building will architecturally blend in with materials being utilized within the site. This building will provide professional services, meeting space, coworking offices and other professional amenities to complement the live-work businesses onsite. The height of this building will not exceed two stories. The courtyard area will be required to have a finished appearance until the developer decides to construct the office building. A site plan will be required to be approved by the Planning Commission.

- *General Plan*

The General Plan is supportive of creating opportunities for new and local business growth. It provides site information regarding Vineyard's central location within the regional metro business area and proximity to Provo Regional Airport, Salt Lake International Airport, and universities. Strategic locations for commercial uses are mentioned to reduce retail leakage and is highlighted as a key opportunity. The use table within the Development Agreement will permit retail/food establishments that will serve residents and the business community. This project will assist with attracting new retail and professional businesses which is called out as a challenge in the General Plan. Goal 2 Strategy 4 states "Consider establishing and providing business incubator systems and assistance." This development provides 56 cost-effective spaces for new business startups.

PROPOSED MOTIONS

- *Planning Commission*

"I motion to recommend approval of Resolution 2023-50 Homesteads Pod 1 Live Work Units Development Agreement Amendment to the City Council."

- *City Council*

"I motion to approve Resolution 2023-50 Homesteads Pod 1 Live-Work Units Development Agreement Amendment."

ATTACHMENTS: Letters from Project Engineer, Proposed Resolution and Development Agreement

GILSON ENGINEERING

CONSULTING ENGINEERS AND SURVEYORS
12401 S 450 E, Unit C2
(801) 571-9414
Fax: (801) 571-9449
www.gilsonengineering.com

November 30, 2023

Naseem Ghandour
Public Works Director, City Engineer
Vinyard City

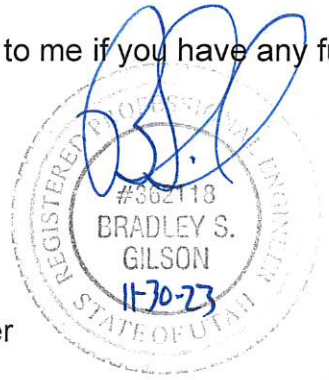
RE: Orchards Phase 7&8: Live/Work Traffic Impact

The proposal for Live/Work Units in Orchards Phase 7&8 will not have a negative impact the capacity of New Vinyard Road. Traffic capacity for New Vinyard road was based on unit count and is set. The number of units has not changed for phase 7&8 since the original plan, only the type of unit has changed. The Live/Work Units will require additional parking locations for potential customers. Additional Parking has been added to the north and south side of New Vinyard Road to mitigate the additional parking needs. But these additional parking needs do not have a negative impact on the capacity of New Vinyard Road.

Please reach out to me if you have any further questions or concerns.

Sincerely,

Brad Gilson, PE
Principal Engineer



GILSON ENGINEERING

CONSULTING ENGINEERS AND SURVEYORS
12401 S 450 E, Unit C2
(801) 571-9414
Fax: (801) 571-9449
www.gilsonengineering.com

November 30, 2023

Vinyard City Staff

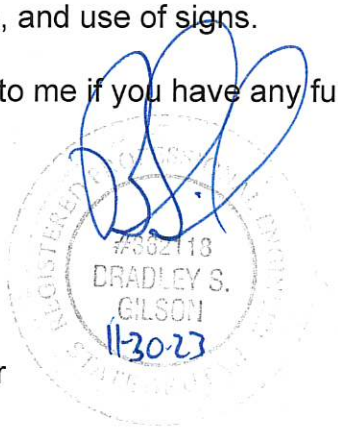
RE: Reverse Parking

I understand the functional benefits of reverse parking and applaud a city that is looking for better ways to utilize our limited space and infrastructure. I, personally, have promoted many new concepts and ideas as a city engineer. I appreciate the city's vision; however, I don't recommend back-in parking, based on my experience of launching new ideas because the public is used to driving and parking with standard loading stalls and backing up will induce different traffic movements then those that they are used to driving. I am concerned about the safety of erratic movements, or overcorrections to accommodate the new conditions which can present safety issues. This is why there is standardization for so many traffic features like geometric design and the size, type, and use of signs.

Please reach out to me if you have any further questions or concerns.

Sincerely,

Brad Gilson, PE
Principal Engineer



RESOLUTION 2023-50

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HOMESTEAD AT VINEYARD CITY, UTAH ADDING LIVE WORK UNITS WITH VINEYARD HOMESTEADS DEVELOPMENT 2012, LLC

WHEREAS, Vineyard Homesteads Development 2012, LLC, is the owner and developer of property (the "Property") within Vineyard City; and

WHEREAS, the Property is located within the Vineyard City and governed by the current Homestead at Vineyard Development Agreement; and

WHEREAS, the City and the Developer, desire to enter into an agreement to permit the construction of live-work units and an office building to facilitate the growth of small businesses in the City; and

WHEREAS, the Vineyard City Council has reviewed the proposed Agreement and finds it is in the public interest and will promote the public welfare to approve the agreement as proposed, and desires to enter into said Agreement for the benefit of its residents;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. Approval. That certain Agreement with Vineyard Homesteads Development 2012, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this _____ day of _____, 2023.

_____
Mayor

Attest:

_____
Recorder

Exhibit A: Third Amendment to the Homestead at Vineyard Development Agreement

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HOMESTEAD AT VINEYARD CITY, UTAH

This Third Amendment to the Homestead at Vineyard Development Agreement ("Third Amendment") is entered into this _____ day of _____, 2023 ("Effective Date"), by and between Vineyard City, a Utah Municipal Corporation ("City", and Vineyard Homesteads Development 2012, LLC ("Developer"). City and Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. Vineyard City and Anderson Development Services, Inc., and other property owners first entered into this Development Agreement on January 31, 2006 ("Original Agreement").

B. The Original Agreement has been amended twice since – first on May 9, 2007 ("First Amendment"), and again on July 11, 2012 ("Second Amendment").

C. The Original Agreement, First Amendment, Second Amendment, and this Third Amendment are hereinafter referred to collectively as the "Development Agreement").

D. At the time of the Original Agreement, Anderson Development owned and controlled certain real property located within the boundaries of the City, which property was approximately 319 acres, as more particularly described in Exhibits A, B, C, D, E, and F, attached hereto ("Project Area").

E. Vineyard Homesteads Development 2012, LLC is the successor in interest of Anderson Development, and is the Developer pursuant to the Development Agreement.

F. Developer has entitled the Property referred to as Sub-Area 1, pursuant to the Development Agreement, and has filed the appropriate Plats and made the appropriate dedications necessary to develop multi-family housing within Sub-Area 1.

G. The specific development for Sub-Area 1 is referred to as Orchards at Vineyard – PUD.

H. Developer and City have identified a need for more specific parking and other requirements related to Orchards at Vineyard – PUD, within the Sub-Area 1 development, and desire now to amend the Development Agreement to identify the requirements for Orchards at Vineyard – PUD, within Sub-Area 1.

I. Developer and City have also agreed to amend the requirements for development and use related to Orchards at Vineyard – PUD as set forth in this Third Amendment.

AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, and to accomplish the mutual goals of the City and Developer, which include the coordinated development of the Project Area, and more specifically Sub-Area 1, to achieve a development of the highest quality, the parties hereby agree and enter into to this Third Amendment to the Development Agreement, with the intent to be legally bound, as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and are explicitly made a part of this Third Amendment to the Development Agreement.

2. Parking Requirements. Developer shall provide parking in each phase of development within Sub-Area 1 consistent with the map shown in Exhibit A, by reference made a part hereof, which map and parking management requirements shall apply to the development known as The Orchards at Vineyard PUD – Phase 1, and all future phases of the project located within Sub-Area 1 as set forth therein. Developer or assignee of Developer shall be required to install, and maintain, as part of the said Project, the minimum number of parking stalls designated for each phase of the said Project and in the locations specified unless otherwise approved by Vineyard City.

Parking spaces shown within the public rights of way on Vineyard Road and Cortona Lane shall be installed by developer concurrent with the Phase of development that is adjacent to the parking spaces shown. For example, upon development of Phase 1, parking spaces shown on Cortona Lane adjacent to Phase 1 shall be installed and developed with the development and construction of Phase 1. Parking spaces adjacent to Phase 2 lying within the right of way for Cortona Lane shall be installed and developed at the time of development and construction of Phase 2 Units. Similarly, parking shown adjacent to Phases 3-8, lying within Vineyard Road shall be installed and developed at the time of development and construction of Units in each respective Phase.

3. Regulation of Parking. Parking located within the public right-of-way will be maintained and managed by the city. Developer may enter into an overnight parking permit program with Vineyard City. The Developer shall be required to receive approval of street parking locations from the City prior to construction.

4.

Parking within the Project Area but not located in the public right of way shall be managed by Developer, either directly or by passing control to the Homeowners Association for the Project Area ("Association"). Except for those parking spaces located near the live-work units and marked for public parking by patrons of the businesses contained within those live-work units, all parking within the Orchards at Vineyard - PUD without a permit issued by the Association or the City shall be prohibited. Expect for parking in the public rights of ways, the Association shall have power to regulate such parking, including times of use, by posting signs and adopting such enforcement means as the Association shall determine, including but not limited to imposing fines, placing parking "boots" immobilizing unpermitted vehicles, towing and impounding unpermitted vehicles, or taking other enforcement action as the Association may determine. The Association may adopt such rules and regulations for use of unassigned parking as it may

determine. In general, all overnight parking within such areas without a permit issued by the Association and displayed prominently on any vehicle shall be prohibited, to such regulation as the Association may impose.

5. Amenities. In the recorded Covenants, Conditions, and Restrictions for the Orchards at Vineyard – PUD, Developer shall grant the residents and employees of the live-work units access to the Clubhouse. Developer to stub water to the community garden area on the west side, as indicated in Exhibits A. Kelly Boren Park shall be transferred back to Developer and maintained by the Association. Developer shall improve the dog park area including fencing and a dog drink station or fountain.

6. Vineyard Road Crosswalks. Developer shall install crosswalks in compliance with City standards as approved by City Engineer at the locations indicated in Exhibit A.

7. Limitations Related to Occupancy. Occupancy of Units located within Sub-Area 1 and the Orchards at Vineyard – PUD shall be limited such that Units may not be occupied for residential purposes by more than three unrelated persons, whether as Owners, Guests, or Tenants. The Association may regulate such use with fines, assessments and rights of eviction, as determined by the Association. The CCR's and Association bylaws shall be amended as required to provide for these occupancy limitations.

8. Allowed Uses for Phases 7 and 8 of Orchards at Vineyard – PUD. The City of Vineyard has authorized that Phases 7 and 8, located in Pod 1, Sub-Area 1, and within the Orchards at Vineyard-PUD shall be authorized as "Live-Work Units" in which Owners may use the first floor of the Units for commercial purposes and the remainder of the Units shall be limited to use for residential purposes as otherwise allowed and limited within the Orchards at Vineyard – PUD. Exhibits G, H, I and J attached hereto and incorporated herein by reference, sets forth the preliminary designs, unit configurations and anticipated styles and uses of the units in Phases 7 and 8. Non-residential uses shall include the following as allowed businesses and uses (except as indicated below):

- Software Development
- Home Occupations as authorized by Vineyard City Ordinances.
- Professional Office
- Bakery and baked goods (provided a commercial hood is not required unless required building permits are obtained by the City)
- Specialty Retail
- Photographic Services
- Coffee/Soda Shop
- Sandwich Shop
- Personal Care Services
- Advertising Services (office only – no outside storage) Office Services

- Jewelry, Watch & Clock Service and Repair
- Computer and Electronics Repairs
- Pottery/Art Gallery
- Pet Grooming (fully enclosed within building. No Pet Boarding. Daytime Operations – 7a.m. – 6 p.m.)
- Interior Design Services (Office Only)
- Dwelling and Building Services (Office only – no outside storage)
- Building Materials and Design (Office only – no outside storage)
- Daycare – Compliant with State regulations. Only available through Conditional Use Permit

A future phase of the project will include the construction of an office building to be located as shown in Exhibit A. This office building will be for the purpose of providing professional services, meeting/event space, coworking offices and other professional amenities to complement the Live-Work Businesses located on site. This office building will not contain a height above two stories. The proposed courtyard where the future office building will be located shall be constructed in a finished manner until such time the office building is constructed.

5. Effect of Amendments. Except as provided in this Third Amendment to Development Agreement, and except where the amendments herein contradict or modify the Development Agreement, the Development Agreement and subsequent First and Second Amendments shall remain in full force and effect. Any conflicts between the provisions of this Amendment and the Development Agreement and subsequent First and Second Amendments shall be resolved in favor of this Third Amendment. To the extent Exhibits attached hereto shall modify existing Exhibits, the Exhibits attached hereto shall control.

SIGNATURE PAGES FOLLOW:

Signed and Dated this_____day of_____, 2023.

CITY OF VINEYARD:

_____
JULIE FULLMER, Mayor

ATTEST:

_____
City Clerk/Recorder

APPROVED AS TO FORM:

_____
Vineyard City Attorney

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this day of_____, 2023, before me,_____, a notary public, personally appeared JULIE FULLMER, as Mayor of THE CITY OF VINEYARD, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same for and on behalf of THE CITY OF VINEYARD.

_____
Notary
Public

DEVELOPER:

Vineyard Homesteads Development 2012, LLC
A Utah limited liability
company By Pro-management
– Utah, LLC Its Manager

_____
Glen R. Pettit, Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this day of_____, 2023, before me,_____, a notary public, personally appeared GLEN R. PETTIT, as Manager of Pro Management - Utah, LLC, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same for and on behalf of Vineyard Homesteads Development 2012, LLC, the Developer.

_____
Notary Public

Project Area Exhibits A, B, C, D, E and F

GILSON ENGINEERING

POD 1 SECTIONS
A-K EXHIBIT A

SECTION AREAS

	SECTION A	OLD VINEYARD ROAD ADJUSTMENTS
	SECTION B	NEW VINEYARD ROAD SURFACE
	SECTION C	NEW VINEYARD ROAD UNDERGROUND
	SECTION D	UNDERGROUND UTILITIES TO HOLDAWAY
	SECTION E	PHASE 1 (47 UNITS)
	SECTION F	CORTONA LANE SURFACE
	SECTION G	PHASE 2 (20 UNITS)
	SECTION H	5' WALKWAY AROUND PARK 3793 SQFT
	SECTION I	NORTH PROPERTY FOR FUTURE BRIDGE
	SECTION J	10' TRAIL
	SECTION K	PROPERTY WEST OF 10' TRAIL

PHASE	# UNITS
PHASE 1	47
PHASE 2	20
PHASE 3	47
PHASE 4	35
PHASE 5	37
PHASE 6	46
PHASE 7	33
-GARAGE	13
PHASE 8	23
-GARAGE	11
TOTAL:	288
- GARAGE	24

B:#-X =
BUILDING NUMBER AND TYPE

NEW PARKING COUNTS:

VINEYARD ROAD NORTH:	49
VINETARD ROAD SOUTH:	47
PHASE 1:	16
PHASE 2:	22
PHASE 7&8:	15
PHASE 8 R.O.W. TRAIL:	18
TOTAL NEW PARKING: FOR POD 1	167
PHASE 5-6 ADD PARALLEL:	22

POD 1: 288 UNITS
28.0 ACRES

60 0 60 120
SCALE IN FEET

N

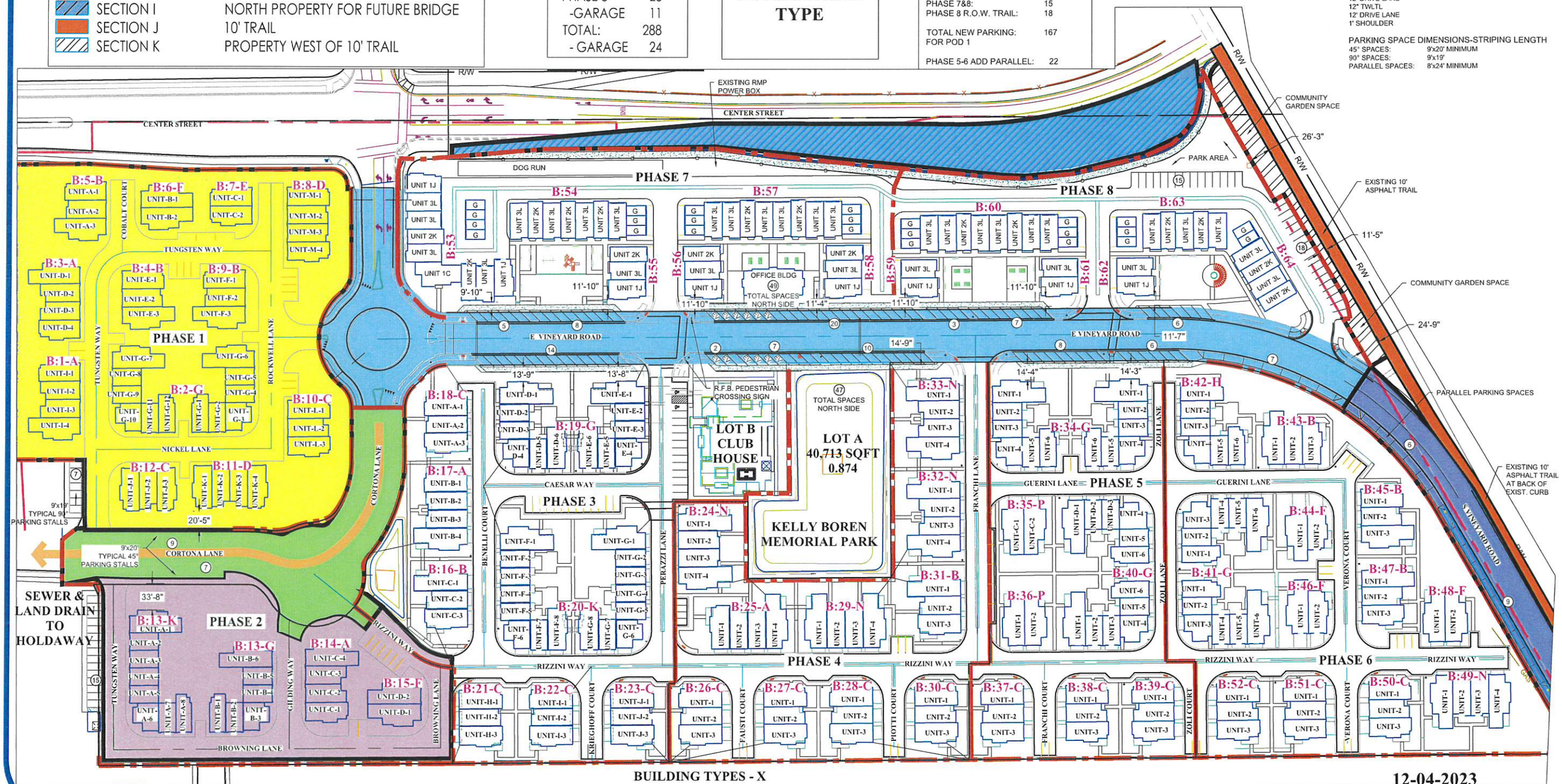
NOTE:
DIMENSIONS SHOWN ALONG VINEYARD ROAD ARE NEW BACK OF CURB TO NEW BUILDING FACE OF WALL.

1-2 CLEAN STATIONS PER PHASE TO BE INSTALLED.

EXISTING VINEYARD ROAD STRIPING:
1' SHOULDER
12' DRIVE LANE
12" TWLTL
12' DRIVE LANE
1' SHOULDER

PARKING SPACE DIMENSIONS-STRIPING LENGTH

45° SPACES:	9'x20' MINIMUM
90° SPACES:	9'x19'
PARALLEL SPACES:	8'x24' MINIMUM



BUILDING TYPES - X

12-04-2023

Z:\PROJECTS (misc.)\AIM.020 POD 1 VINEYARD\CADD\Exhibits_2023 EXHIBITS_POD 1 SECTIONS 12-4-2023.dwg

GILSON ENGINEERING • 12401 SOUTH 450 EAST BLDG C2, 84020 • PHONE 801-571-9414 • FAX 801-571-9449

EXHIBIT B

VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 1

	City	Building / Unit	Address	Parcel
1	Vineyard	1.1 / Bldg 1	44 S Tungsten Way	48:553:0030
2	Vineyard	1.1 / Bldg 1	48 S Tungsten Way	48:553:0031
3	Vineyard	1.1 / Bldg 1	52 S Tungsten Way	48:553:0032
4	Vineyard	1.1 / Bldg 1	54 S Tungsten Way	48-553-0033
5	Vineyard	1.1 / Bldg 2	451 E Nickel Ln	48-553-0018
6	Vineyard	1.1 / Bldg 2	453 E Nickel Ln	48-553-0019
7	Vineyard	1.1 / Bldg 2	457 E Nickel Ln	48:553:0020
8	Vineyard	1.1 / Bldg 2	50 S Rockwell Ln	48:553:0021
9	Vineyard	1.1 / Bldg 2	46 S Rockwell Ln	48:553:0022
10	Vineyard	1.1 / Bldg 2	42 S Rockwell Ln	48:553:0023
11	Vineyard	1.1 / Bldg 2	43 S Tungsten Way	48:553:0024
12	Vineyard	1.1 / Bldg 2	45 S Tungsten Way	48:553:0025
13	Vineyard	1.1 / Bldg 2	49 S Tungsten Way	48:553:0026
14	Vineyard	1.1 / Bldg 2	437 E Nickel LN	48:553:0027
15	Vineyard	1.1 / Bldg 2	439 E Nickel LN	48:553:0028
16	Vineyard	1.1 / Bldg 2	441 E Nickel LN	48:553:0029
17	Vineyard	1.1 / Bldg 3	24 S Tungsten Way	48:553:0008
18	Vineyard	1.1 / Bldg 3	28 S Tungsten Way	48:553:0009
19	Vineyard	1.1 / Bldg 3	34 S Tungsten Way	48:553:0010
20	Vineyard	1.1 / Bldg 4	29 S Tungsten Way	48:553:0012
21	Vineyard	1.1 / Bldg 4	31 S Tungsten Way	48:553:0013
22	Vineyard	1.1 / Bldg 4	35 S Tungsten Way	48:553:0014
23	Vineyard	1.1/Bldg 5	8 S Cobalt CT	48:553:0001
24	Vineyard	1.1/Bldg 5	14 S Cobalt CT	48:553:0002
25	Vineyard	1.1/Bldg 5	18 S Cobalt CT	48:553:0003
26	Vineyard	1.1 / Bldg 6	13 S Cobalt CT	48:553:0004
27	Vineyard	1.1 / Bldg 6	17 S Cobalt CT	48:553:0005
28	Vineyard	1.1 / Bldg 7	12 S Rockwell Ln	48:553:0006
29	Vineyard	1.1 / Bldg 7	16 S Rockwell Ln	48:553:0007
30	Vineyard	1.1 / Bldg 8	11 S Rockwell Ln	48:553:0044
31	Vineyard	1.1 / Bldg 8	15 S Rockwell Ln	48:553:0045
32	Vineyard	1.1 / Bldg 8	19 S Rockwell Ln	48:553:0046
33	Vineyard	1.1 / Bldg 8	21 S Rockwell Ln	48:553:0047
34	Vineyard	1.1 / Bldg 9	26 S Rockwell Ln	48:553:0015
35	Vineyard	1.1 / Bldg 9	32 S Rockwell Ln	48:553:0016
36	Vineyard	1.1 / Bldg 9	36 S Rockwell Ln	48:553:0017
37	Vineyard	1.1 / Bldg 10	51 S Rockwell Ln	48:553:0041
38	Vineyard	1.1 / Bldg 10	53 S Rockwell Ln	48:553:0042
39	Vineyard	1.1 / Bldg 10	57 S Rockwell Ln	48:553:0043
40	Vineyard	1.1 / Bldg 11	452 E Nickel Ln	48:553:0037
41	Vineyard	1.1 / Bldg 11	454 E Nickel Ln	48:553:0038
42	Vineyard	1.1 / Bldg 11	458 E Nickel Ln	48:553:0039
43	Vineyard	1.1 / Bldg 11	462 E Nickel Ln	48:553:0040
44	Vineyard	1.1 / Bldg 12	436 E Nickel Ln	48-553-0034
45	Vineyard	1.1 / Bldg 12	438 E Nickel Ln	48:553:0035
46	Vineyard	1.1 / Bldg 12	444 E Nickel Ln	48:553:0036

EXHIBIT C

VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 2

	City	Building / Unit	Address	Parcel
1	Vineyard	Bldg. 13 / A-1	91 S Tungsten Way	48:575:0001
2	Vineyard	Bldg. 13 /A-2	93 S Tungsten Way	48:575:0002
3	Vineyard	Bldg. 13 /A-3	97 S Tungsten Way	48:575:0003
4	Vineyard	Bldg. 13 /A-4	99 S Tungsten Way	48:575:0004
5	Vineyard	Bldg. 13 /A-5	103 S Tungsten Way	48:575:0005
6	Vineyard	Bldg. 13 /A-6	441 E Browning Lane	48:575:0006
7	Vineyard	Bldg. 13 /A-7	443 E Browning Lane	48:575:0007
8	Vineyard	Bldg. 13 /A-8	447 E Browning Lane	48:575:0008
9	Vineyard	Bldg. 13 /B-1	453 E Browning Lane	48:575:0009
10	Vineyard	Bldg. 13 /B-2	457 E Browning Lane	48:575:0010
11	Vineyard	Bldg. 13 /B-3	461 E Browning Lane	48:575:0011
12	Vineyard	Bldg. 13 /B-4	104 S Gilding Way	48:575:0012
13	Vineyard	Bldg. 13 /B-5	98 S Gilding Way	48:575:0013
14	Vineyard	Bldg. 13 /B-6	96 S Gilding Way	48:575:0014
15	Vineyard	Bldg. 14 /C-1	107 S Gilding Way	48:575:0015
16	Vineyard	Bldg. 14 /C-2	103 S Gilding Way	48:575:0016
17	Vineyard	Bldg. 14 /C-3	99 S Gilding Way	48:575:0017
18	Vineyard	Bldg. 14 /C-4	97 S Gilding Way	48:575:0018
19	Vineyard	Bldg. 15 /D-1	106 S Browning Lane	48:575:0019
20	Vineyard	Bldg. 15 /D-2	102 S Browning Lane	48:575:0020

EXHIBIT D

VINEYARD ORCHARDS - HOMESTEADS - POD 1 PHASE 3

	City	Building / Unit	Address	Parcel
1	Vineyard	Bldg. 16 / A-1	50 S Benelli Ct	48:576:0001
2	Vineyard	Bldg. 16 /A-2	54 S Benelli Ct	48:576:0002
3	Vineyard	Bldg. 16 /A-3	58 S Benelli Ct	48:576:0003
4	Vineyard	Bldg. 17 /B-1	64 S Benelli Ct	48:576:0004
5	Vineyard	Bldg. 17 /B-2	66 S Benelli Ct	48:576:0005
6	Vineyard	Bldg. 17 /B-3	72 S Benelli Ct	48:576:0006
7	Vineyard	Bldg. 17 /B-4	74 S Benelli Ct	48:576:0007
8	Vineyard	Bldg. 18 /C-1	82 S Benelli Ct	48:576:0008
9	Vineyard	Bldg. 18 /C-2	86 S Benelli Ct	48:576:0009
10	Vineyard	Bldg. 18 /C-3	90 S Benelli Ct	48:576:0010
11	Vineyard	Bldg. 19 /D-1	49 S Benelli Ct	48:576:0011
12	Vineyard	Bldg. 19 /D-2	53 S Benelli Ct	48:576:0012
13	Vineyard	Bldg. 19 /D-3	55 S Benelli Ct	48:576:0013
14	Vineyard	Bldg. 19 /D-4	509 E Caesar Way	48:576:0014
15	Vineyard	Bldg. 19 /D-5	513 E Caesar Way	48:576:0015
16	Vineyard	Bldg. 19 /D-6	515 E Caesar Way	48:576:0016
17	Vineyard	Bldg. 19 /E-1	48 S Perazzi Ln	48:576:0017
18	Vineyard	Bldg. 19 /E-2	52 S Perazzi Ln	48:576:0018
19	Vineyard	Bldg. 19 /E-3	56 S Perazzi Ln	48:576:0019
20	Vineyard	Bldg. 19 /E-4	525 E Caesar Way	48:576:0020
21	Vineyard	Bldg. 19 /E-5	523 E Caesar Way	48:576:0021
22	Vineyard	Bldg. 19 /E-6	521 E Caesar Way	48:576:0022
23	Vineyard	Bldg. 20 /F-1	75 S Benelli Ct	48:576:0023
24	Vineyard	Bldg. 20 /F-2	77 S Benelli Ct	48:576:0024
25	Vineyard	Bldg. 20 /F-3	81 S Benelli Ct	48:576:0025
26	Vineyard	Bldg. 20 /F-4	85 S Benelli Ct	48:576:0026
27	Vineyard	Bldg. 20 /F-5	87 S Benelli Ct	48:576:0027
28	Vineyard	Bldg. 20 /F-6	508 E Rizzini Way	48:576:0028
29	Vineyard	Bldg. 20 /F-7	512 E Rizzini Way	48:576:0029
30	Vineyard	Bldg. 20 /F-8	514 E Rizzini Way	48:576:0030
31	Vineyard	Bldg. 20 /G-1	76 S Perazzi Ln	48:576:0031
32	Vineyard	Bldg. 20 /G-2	78 S Perazzi Ln	48:576:0032
33	Vineyard	Bldg. 20 /G-3	80 S Perazzi Ln	48:576:0033
34	Vineyard	Bldg. 20 /G-4	84 S Perazzi Ln	48:576:0034
35	Vineyard	Bldg. 20 /G-5	88 S Perazzi Ln	48:576:0035
36	Vineyard	Bldg. 20 /G-6	526 E Rizzini Way	48:576:0036
37	Vineyard	Bldg. 20 /G-7	524 E Rizzini Way	48:576:0037
38	Vineyard	Bldg. 20 /G-8	522 E Rizzini Way	48:576:0038
39	Vineyard	Bldg. 21 /H-1	105 S Browning Ln	48:576:0039
40	Vineyard	Bldg. 21 /H-2	109 S Browning Ln	48:576:0040
41	Vineyard	Bldg. 21 /H-3	113 S Browning Ln	48:576:0041
42	Vineyard	Bldg. 22 /I-1	104 S Kreighoff Ct	48:576:0042
43	Vineyard	Bldg. 22 /I-2	108 S Kreighoff Ct	48:576:0043
44	Vineyard	Bldg. 22 /I-3	112 S Kreighoff Ct	48:576:0044
45	Vineyard	Bldg. 23 /J-1	103 S Kreighoff Ct	48:576:0045
46	Vineyard	Bldg. 23 /J-2	107 S Kreighoff Ct	48:576:0046
47	Vineyard	Bldg. 23 /J-3	111 S Kreighoff Ct	48:576:0047

EXHIBIT E

VINEYARD ORCHARDS – HOMESTEADS – POD 1 PHASES 4,5 & 6

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT A PER NEW VINEYARD SUBDIVIDION RECORDED AS ENTRY NUMBER 129073:2017 IN THE UTAH COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING LOCATED NORTH 89°38'03" EAST 3630.87 FEET AND SOUTH 0°21'57" EAST 297.82 FEET FROM THE UTAH COUNTY BRASS CAP MONUMENT FOUND IN 2023 AND STAMPED "RESET 2013" REPRESENTING THE WEST ¼ CORNER OF SAID SECTION 17. SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS LOCATED NORTH 89°38'03" EAST 3630.91' AND SOUTH 0°21'57" EAST 297.76 FEET FROM THE HISTORIC (PER PREVIOUS PHASES OF THE ORCHARDS @ VINEYARD PUD SUBDIVISIONS AND RELATED DEED DESCRIPTIONS) POSITION OF THE WEST ¼ CORNER OF SAID SECTION 17; AND RUNNING ALONG THE SOUTHERLY LINE OF NEW VINEYARD ROAD THE FOLLOWING THREE COURSES; NORTH 89°38'03" EAST 345.56 FEET TO A POINT OF CURVATURE WITH A 368.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 387.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°17'59" (CHORD SOUTH 60°12'57" EAST 369.67 FEET); THENCE SOUTH 30°03'58" EAST 339.95 FEET; THENCE SOUTH 89°33'46" WEST 1104.83 FEET TO THE SOUTHEAST CORNER OF THE ORCHARDS AT VINEYARD PUD PHASE 3 PER ENTRY NUMBER 44383:2023 AS RECORDED IN THE UTAH COUNTY RECORDERS OFFICE; THENCE ALONG SAID PHASE BOUNDARY THE FOLLOWING THREE COURSES, NORTH 0°27'53" WEST 95.42 FEET; THENCE NORTH 89°33'46" EAST 7.63 FEET; THENCE NORTH 0°26'14" WEST 219.86 FEET TO A POINT ON THE SOUTH LINE OF THE ORCHARDS AT VINEYARD CLUBHOUSE PUD; THENCE EAST 90.01 FEET TO A POINT ON THE WEST LINE OF LOT A PER THE NEW VINEYARD SUBDIVISION; THENCE SOUTH 0°25'21" EAST 93.17 FEET ALONG SAID LOT LINE; THENCE NORTH 89°34'30" EAST 174.23 FEET ALONG THE SOUTH LINE OF SAID LOT A; THENCE NORTH 0°26'19" WEST 260.61 FEET ALONG THE EASTERLY LINE OF SAID LOT A TO THE POINT OF BEGINNING.

CONTAINS APPROX 9.08 ACRES

EXHIBIT F
VINEYARD ORCHARDS – HOMESTEADS – POD 1 PHASES 7 & 8
BOUNDARY DESCRIPTION

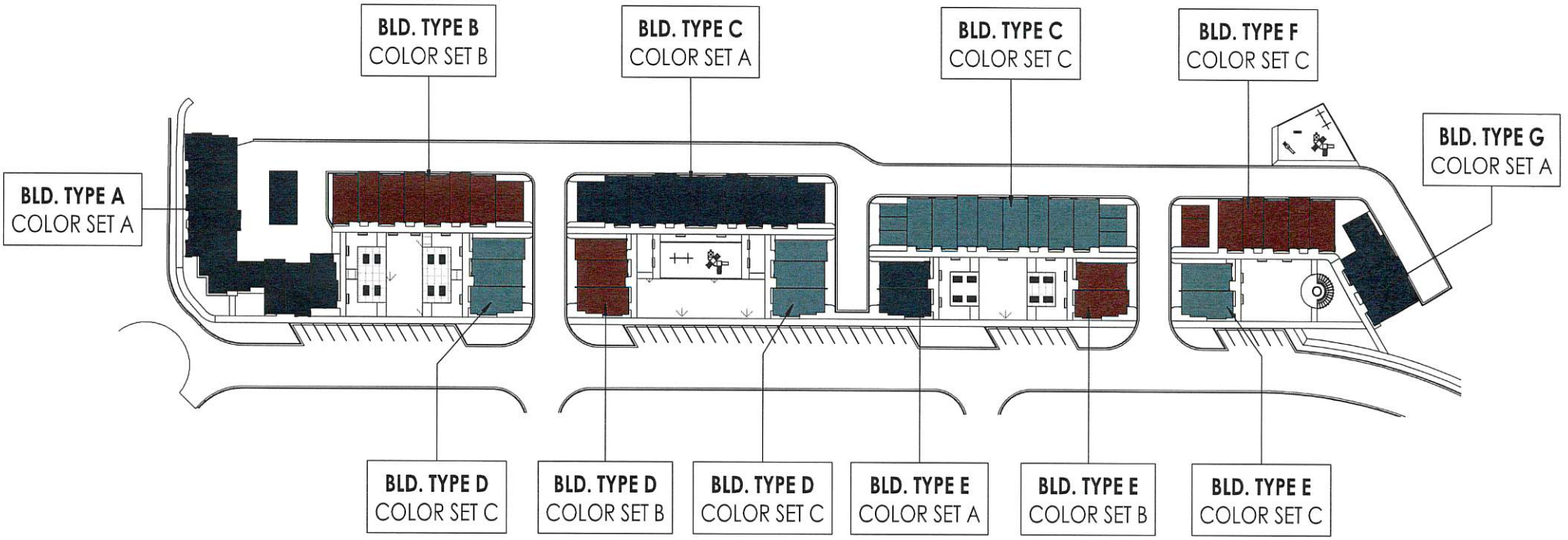
A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°38'03" EAST 3062.04 FEET AND SOUTH 00°21'57" EAST 47.29 FEET FROM THE UTAH COUNTY BRASS CAP MONUMENT FOUND IN 2023 AND STAMPED "RESET 2013"REPRESENTING THE WEST ¼ CORNER OF SAID SECTION 17. SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS LOCATED NORTH 89°38'03" EAST 3062.08 FEET AND SOUTH 00°21'57" EAST 47.16 FEET FROM THE HISTORIC (PER PREVIOUS PHASES OF THE ORCHARDS @ VINEYARD PUD SUBDIVISIONS AND RELATED DEED DESCRIPTIONS) POSITION OF THE WEST ¼ CORNER OF SAID SECTION 17; AND RUNNING THENCE NORTH 89°37'39"EAST 356.28 FEET; THENCE SOUTH 82°27'12" EAST 87.74 FEET; THENCE SOUTH 84°36'20"EAST 266.25 FEET; THENCE SOUTH 88°47'47" EAST 28.47 FEET; THENCE NORTH 84°30'49"EAST 58.22 FEET; THENCE NORTH 77°16'14" EAST 61.30 FEET; THENCE NORTH 74°52'20" EAST 45.80 FEET TO A POINT OF CURVATURE WITH A 85.00 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 84.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°45'10"(CHORD BEARS NORTH 46°29'44" EAST 80.79 FEET); THENCE SOUTH 89°59'57"EAST 53.15 FEET; THENCE SOUTH 29°52'16" EAST 337.22 FEET; THENCE SOUTH 60°07'44" WEST 24.43 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NEW VINEYARD ROAD RIGHT OF WAY PER MAP ENTRY # 2017-129073; THENCE CONTINUING 255.93 FEET NORTHWESTERLY ALONG THE ARC OF A 432.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°56'40"(CENTER BEARS SOUTH 33°34'34" WEST) THENCE SOUTH 89°38'03" WEST 886.58 FEET TO A POINT OF CURVATURE WITH A 35 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°13'55" TO A POINT OF REVERSE CURVATURE WITH A 72 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 15.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'51"TO A POINT OF REVERSE CURVATURE WITH A 35 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°13'55"; THENCE NORTH 00°21'57" WEST 115.11 FEET TO A POINT OF CURVATURE WITH A 20 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'36"; THENCE NORTH 89°37'39" EAST 3.62 FEET TO THE POINT OF BEGINNING.

Tax ID: 18-018-0057
Tax ID: 18-018-0065

Preliminary Designs, Unit Configurations & Anticipated Styles Exhibits G, H, I and J

EXHIBIT G

SITE BUILDING COLOR KEY



SET A
BLD. TYPE A, C, E, F

SET B
BLD. TYPE B, C, D, E

SET C
BLD. TYPE C, D, E

COLORS ARE REPRESENTATIONAL ONLY

Think Architecture

THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

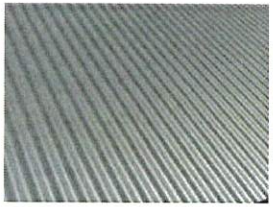
09 NOVEMBER, 2022

COLOR SET A - MATERIAL BOARD

EXHIBIT H



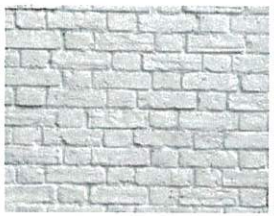




Corrugated Roof
Natural Texture
Jarden Zinc



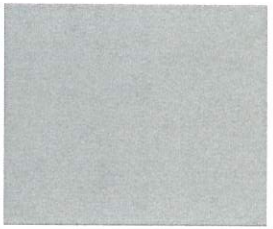
Ashpalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Dress Blue
Sherwin Williams
SW 9176



Color 2
Tinsmith
Sherwin Williams
SW 7657

Color 3
Extra White
Sherwin Williams
SW 7006



Storefront/ Windows
Dark Bronze
or similar approved color

COLORS ARE REPRESENTATIONAL ONLY

Think
Architecture

THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

09 NOVEMBER, 2022

EXHIBIT I

COLOR SET B - MATERIAL BOARD



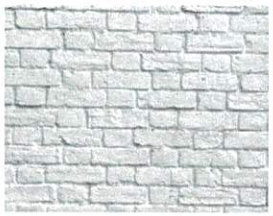




Corrugated Roof
Natural Texture
Jarden Zinc



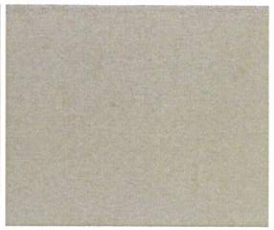
Ashpalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Aresting Auburn
Sherwin Williams
SW 6034



Color 2
Balanced Beige
Sherwin Williams
SW 7037

Color 3
Torque White
Sherwin Williams
SW 7003



Storefront/ Windows
Dark Bronze
or similar approved color

COLORS ARE REPRESENTATIONAL ONLY

Think Architecture

THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

09 NOVEMBER, 2022

COLOR SET C - MATERIAL BOARD

EXHIBIT J



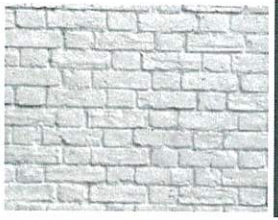




Corrugated Roof
Natural Texture
Jarden Zinc



Ashpalt Roof
George Town Gray
Certain Teed



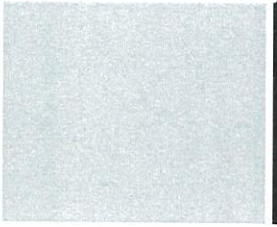
Masonry
Painted with Color 3



Color 1
Still Water
Sherwin Williams
SW 6223



Color 2
Homburg Gray
Sherwin Williams
SW 7622



Color 3
Snowdrop
Sherwin Williams
SW 6511



Storefront/ Windows
Dark Bronze
or similar approved color

COLORS ARE REPRESENTATIONAL ONLY

Think
Architecture

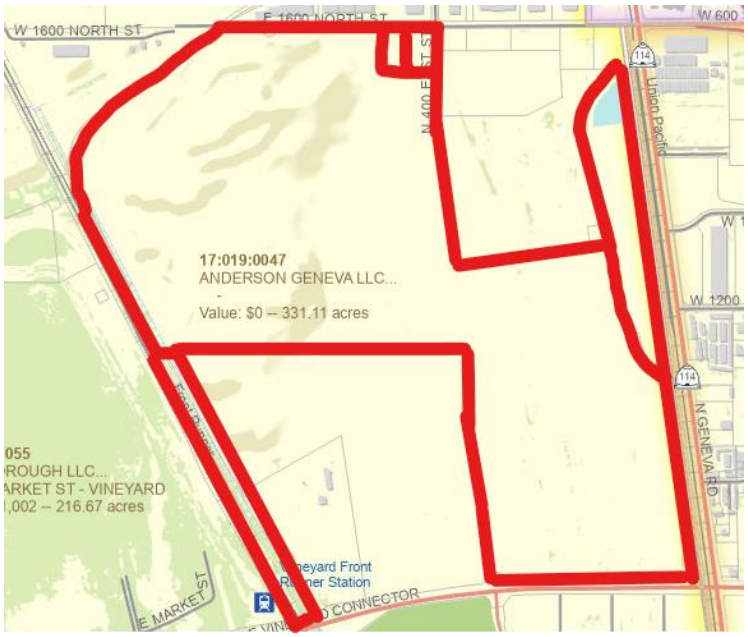
THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

09 NOVEMBER, 2022

Community Development

Date: December 6, 2023
From: Cache Hancey, Planner
To: Planning Commission & City Council
Item: 2.4 East Geneva Land Donation and Development Agreement Work Session
Location: Parcel Serial #17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004
Applicant: Peter Evans, Anderson Geneva LLC



SUMMARY
Peter Evans with Anderson Geneva LLC is requesting approval of a land donation and development agreement between Vineyard City and Anderson Geneva LLC.

As the East Geneva property is developed, proper transportation infrastructure is required to improve traffic flow and provide access to the properties throughout. Anderson Geneva LLC is requesting to donate the underlying right of way of the Mill Road alignment as currently shown in the City's master transportation plan, as adjusted during final engineering. The donation will require that the parties agree that the donative value will be established by a MAI appraisal for income tax donation purposes. The city will assume full responsibility for the ownership and maintenance of the road and improvements.

Further, the development agreement guarantees vested rights for Anderson Geneva LLC and any of its purchasers, transferees, affiliates, successors, and assigns to own, develop, and construct all portions of the properties in accordance with current city laws and zoning regulations that are in effect as of the date of this agreement.

ATTACHMENTS:
Proposed Development Agreement and Exhibits

RESOLUTION 2023-51

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING A LAND DONATION AND DEVELOPMENT AGREEMENT WITH ANDERSON GENEVA, LLC

WHEREAS, Anderson Geneva, LLC, is the owner and developer of property (the "Property") within Vineyard City; and

WHEREAS, the Property is located within the Vineyard Town Redevelopment Project Area and is governed by the Geneva Urban Renewal Area Project Area Plan as amended February 9, 2011; and

WHEREAS, the City and Anderson Geneva, LLC, desire to enter into that certain Land Donation and Development Agreement, attached hereto as Exhibit A and incorporated herein by reference, to govern development of the property in accordance with the understanding of the parties;

WHEREAS, the Vineyard City Council has reviewed the proposed Agreement with Anderson Geneva, LLC, finds it is in the public interest and will promote the public welfare to approve the agreement as proposed, and desires to enter into said Agreement for the benefit of its residents;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. Approval. That certain Agreement with Anderson Geneva, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this _____ day of _____, 2023.

_____
Mayor

Attest:

_____
Recorder

LAND DONATION AND DEVELOPMENT AGREEMENT

THIS LAND DONATION AND DEVELOPMENT AGREEMENT (the "Agreement") is made and entered as of the _____ day of _____ 2023 (the "Effective Date"), by and between Vineyard City, a Utah municipal corporation (the "City"), and Anderson Geneva, LLC, a Delaware limited liability company ("AG" or "Developer"), individually a "Party" or collectively the "Parties."

RECITALS

A. In 2005, Developer acquired approximately 1,700 acres of land located within Vineyard, Utah County, State of Utah that was a steel mill principally operated by the United States Steel Corporation commencing in 1946 and by the Geneva Steel Company commencing in 1989. Operations as a steel mill ceased on the Property in 2002. In addition, Developer acquired approximately 26 adjacent acres formerly used by the Geneva Nitrogen company (taken together, the "Mill Property").

B. Within the Mill Property is approximate 368.83 acres designated as the Geneva East Side Property (the "Property"). The Property is more particularly described in Exhibit A, attached hereto.

C. The Property lies within the Vineyard Town Redevelopment Project Area and is also governed by the Geneva Urban Renewal Area Project Area Plan as amended February 9, 2011 (the "Plan").

D. Per the Vineyard City Zoning Code (the "Code"), portions of the Property are currently zoned Flex Office and Industry ("FOI"), Regional Commercial ("RC") and Industrial ("I") as shown in the Vineyard City Zoning Code Map as of November 21, 2023.

E. Developer is developing the Property under the Code which allows the Property to be developed in a systematic manner (the "Project").

F. Developer has and continues to be in the process of marketing and selling portions of the Property for development.

G. The City and Agency, acting pursuant to its authority under Utah Code Annotated, §§10-9a-101, et seq., and in furtherance of the Plan and the Code and its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the Project, and approves this Agreement.

H. Fulfillment of this Agreement is vital to and in the best interests of the City and the RDA, and the health, safety, and welfare of its residents, and in accord with public purposes.

I. The Project and its development are subject to and shall conform with the Code, and all Applicable City Ordinances, rules and regulations to the extent specified in this Agreement,

including, but not limited to, the City's ordinances, regulations and engineering standards and specifications, all as previously adopted by the City as set forth and as otherwise set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Agency and Developer hereby agree as follows;

1. Incorporation of Recitals. The foregoing Recitals and Exhibits attached hereto are hereby incorporated into this Agreement.

2. Property Affected by This Agreement. The description of the Property contained within the Project boundaries as attached and more specifically described in Exhibit A. No additional property may be added to or deleted from this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

3. Land Donation by Developer. As further consideration for this Agreement, Developer agrees to donate to the City the right of way underlying the Mill Road alignment as currently shown on the City's master transportation plan, as adjusted during final engineering. (the "Mill Road Donation"). The Parties agree that the Mill Road Donation's donative value will be established by a MAI appraisal for income tax donation purposes. The City shall assume full responsibility for the ownership and maintenance of the road and all improvements thereon after acceptance of same.

4. Vested Rights.

a. City Approval. City and RDA enter into this Agreement after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code § 10-9a-101, *et seq.*, including specifically Utah Code §10-9a-102(2).

b. Vested Rights. The City and the RDA agree that, to the maximum extent permissible under state and federal law, Developer, and any and all of its purchasers, transferees, affiliates, successors and assigns (collectively, the "Successors and Assigns") shall have the vested right to own, develop and construct any and all portions of the Project in accordance with this Agreement, the Code, and Applicable City Laws (as defined below). For purposes of this Agreement, "Successors and Assigns" also includes the purchasers, transferees and affiliates of any Successor and Assign, at any step removed. These vested development rights are subject to compliance with the terms and conditions of this Agreement, the Code, and Applicable City Laws. For purposes of this Agreement, "Applicable City Laws" means:

i. all laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City in effect as of the date of this Agreement;

ii. only the following laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which are not in effect as of the date of this Agreement but which are in effect in the future at any time when a development application is submitted ("Future City Laws"):

1. Future City Laws which are generally applicable to all properties in the City's jurisdiction and which are required to comply with State and Federal laws and regulations affecting the Property;

2. Future City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3. Future City Laws that are health and environmental standards based on the City's obligations to comply with Federal or State environmental laws;

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

5. Changes to the amounts of fees (but not changes to the times provided in the City's existing laws for the imposition or collection of such fees) for the processing of development applications that are generally applicable to all development within City's jurisdiction (or a portion of the City as specified in the lawfully adopted fee schedule) and which are lawfully adopted pursuant to State law; or

6. Impact fees or modifications thereto which are lawfully adopted, imposed and collected, however, no impact fees will be levied or collected to pay for infrastructure that will be paid for by the redevelopment agency.

7. Other Future City Laws which Developer, at its sole discretion, elects to be applicable.

c. Phasing of the Project. City agrees that Developer shall have the full power and exclusive control of the Property. Nothing in this Agreement shall obligate Developer (or its Successors and Assigns) to develop the Property or to develop in any particular order or phase and that Developer reserves all discretion to determine whether to develop a particular portion or phase of the Property based upon Developer's business judgment.

5. Successors and Assigns of Developer in the Ownership or Development of any Portion of the Project.

a. Transfer of Development. It is contemplated that Developer will sell various portions of the Property to one or more Successors and Assigns who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any Successors and Assigns subject to the terms of this Agreement. In the event of any such transfer of Developer's interest in the Property, the Successors and Assigns shall be deemed to be Developer for all purposes under this Agreement but only with respect to that portion of the Property so transferred. Nothing in this Section shall prohibit Developer from selling any portion of the Property to one or more Successors and Assigns for any purpose, and such Successors and assigns may erect, construct, maintain, and operate (or cause to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of this Agreement, the Code, and the Plan and Applicable City Laws. The provisions of this Section shall not prohibit the granting of any security interests, liens or mortgages on any portion of the Property for financing the acquisition and development of development parcels within the Project, subject to Developer and any Successors and Assigns complying with this Agreement, the Code, the Plan and Applicable City Laws.

b. Release of the Developer. In the event of a transfer of any portion of the Property to any Successors and Assigns the respective Successor and Assign shall have the same rights and obligations as Developer under this Agreement in relation to that portion of the Property so transferred, and Developer executing this Agreement shall be released from any further obligations with respect to that portion of the Property. Upon any such transfer, Developer shall provide notice of such transfer to City and Agency within thirty (30) days after the transfer occurs.

6. Infrastructure.

a. General. As part of the development of any portion of the Project, Developer and any Successors and Assigns may in the future be required to install or otherwise facilitate certain public improvements in order to provide access, infrastructure and municipal services to the Property, the Project and adjoining properties which public improvements may also benefit the City as a whole and which are in conformity with the Code, the Plan and this Agreement. Any such requirement or exaction shall comply with applicable law.

b. Future Impact Fees. Developer or any Successors and Assigns, who develop portions of the Property, may, in the future, be assessed impact fees calculated by the City in accordance with Applicable City Laws. Nothing contained herein shall exempt, release, or excuse Developer and any Successors and Assigns, who develop portions of the Property from paying validly imposed reasonable future impact fees and other reasonable fees and charges required for development of the Property, or any portion thereof, pursuant to law. Notwithstanding anything herein to the contrary, no impact fees shall be levied or collected to pay for improvements, infrastructure, or facilities which will paid for by a redevelopment agency.

8. Construction of Mill Road. If the City and Agency elect to fund and construct the Mill Road Roadway and all associated underground and surface improvements and infrastructure from the Vineyard Connector on the south and to the anticipated connection on the north, prior to Developer constructing such road, Developer shall work in good faith on the alignment of Mill Road and donate and dedicate its portion of the required right of way for such roadway construction.

9. Notices. Any notices, request and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the City: Vineyard City
Attn.: Mayor
125 S. Main St.
Vineyard, UT 84059

To Developer: Anderson Geneva, LLC
Attn.: Peter Evans
300 S. 1350 E.
Floor 2
Lehi, UT 84043

Any Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

12. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto rising out of or related to this Agreement, or the Project, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Remedies. Upon the occurrence of any material breach of this Agreement, the non-breaching party shall have the right to exercise all of the following rights and remedies against the breaching party:

i. Only those remedies available in equity including but not limited to injunctive relief and specific performance are available to the non-breaching party as a remedy. No compensatory damages of any kind shall be available to any Party for a breach of this Agreement no matter the cause of the breach or fault of the party; and

ii. Nothing in this Section or this Agreement shall be construed as providing the City or Agency the right to declare all parties to this Agreement deemed "Developer"

or a "Successor and Assign" to be in breach upon the occurrence of any breach by a single Developer or any single Successor and Assign. All parties shall be responsible for their own material breaches only. To facilitate the enforcement of the rights and obligations set forth in this Agreement when portions of the Property are transferred to a Successor and Assign, Developer may elect to propose that the Successor and Assign enter into a separate agreement with City to govern the construction or development of a particular portion of the Property. City agrees to cooperate with the preparation and execution of any such separate agreement.

c. Integration. This Agreement, together with the Exhibits hereto, integrates all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter hereof any amendments hereto must be in writing and signed by the respective Parties hereto.

d. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

e. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, and affiliates including, without limitation, Successors and Assigns of Developer.

f. Non-Liability of City and Agency Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City or Agency shall be personally liable to Developer, or any Successors and Assigns for any default or breach by the City or Agency, or for any amount which may become due to Developer, or any Successors and Assigns, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for his or her own individual acts or omissions.

g. No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, Agency, Developer and Successors and Assigns.

h. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

i. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the City, Agency, Developer, Successors and Assigns.

j. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, Successors and Assigns or person and/or entity governed by this Agreement, the development of any portion of the Property.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City or Agency shall be promptly given or withheld by the City or Agency in compliance with this Agreement and the Applicable City Laws.

n. Approval and Authority to Execute. Each of the Parties represents and warrants as of the date this Agreement is executed that it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination. If a Party or a Successor and Assign is in material default of this Agreement, another Party may affect a termination of this Agreement by giving written notice of intent to terminate to the defaulting party. Whereupon the defaulting party shall have sixty (60) days during which such party shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to cure any default. Notwithstanding the foregoing, if the default cannot reasonably be cured within that sixty (60) day period, a defaulting party shall not be in default so long as that party commences to cure the default within that sixty (60) day period and diligently continues such cure in good faith until complete.

p. No Waiver. Any Party's or Successor's and Assign's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The party intended to be benefited by the provisions may waive the provisions only in writing, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

q. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

r. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, moratoriums, regulations or controls; judicial orders; severe national or regional economic distress or conditions that affect financing markets and real estate development; enemy or hostile government actions; wars, civil commotions; fires, natural disasters, or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder ("Events of Force Majeure") shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

s. Recordation. This Agreement shall be recorded upon the Property.

t. Estoppel Certificate. Within fifteen (15) business days following delivery to any Party of a written request for an estoppel certificate respecting the status of performance under this Agreement and including a proposed form for that estoppel certificate, the party to whom that request was delivered shall deliver to the requesting party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting party. A Party's failure to deliver such estoppel certificate (or make specific written objections to the form thereof) shall be presumed to mean that such party is not aware of any defaults or delinquencies under the Agreement and is later estopped from asserting the same.

u. Amendment. This Agreement may be amended only in writing signed by the Parties hereto. Additionally, amendments impacting specific portions of the Property which have been sold or transferred by Developer shall require the agreement of the Successors and Assigns which own the portion of the Property that is the subject of the amendment.

[Signatures on following pages]

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

VINEYARD CITY

By: _____
Name:
Title: Mayor

ANDERSON GENEVA, LLC

Attest:

By: _____
Secretary

By: _____
Name: Peter Evans
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this _____ day of _____ 2023, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of Vineyard City, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

_____
Notary signature and seal

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this _____ day of _____ 2023, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of the Vineyard Redevelopment Agency, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

_____
Notary signature and seal

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

In the County of Salt Lake, State of Utah, on this _____ day of _____ 2023, before me, the undersigned notary, personally appeared Peter Evans, the Manager of Anderson Geneva, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

_____
Notary signature and seal

EXHIBIT A: The Property Description

That certain property comprising the assessor parcel numbers:

APN	Acres
17:019:0047	**331.11**
38:437:0001	**2.06**
38:437:0002	**2.1**
17:022:0006	**27.36**
46:870:0004	**6.2**
Total:	**368.83**

Exhibit B: The Code

15.12.050 District Use Table

District Use Table: The district use table lists all use types and zoning districts where the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).

Prohibited Uses: All uses marked with an "x" in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.

additional requirements for specific uses are listed in VZC 15.14 Special Purpose Districts, VZC 15.32 General Property Development Standards and VZC 15.34 Supplementary Development Standards of the zoning ordinance.

Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^{x} = Indicates Additional Standards Below

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
RESIDENTIAL[8]	Clinical Support Housing	N	N	N	N	N	N	N	N	N	N	N	N	N	~~N~~P	P[8]	~~N~~P	N	N
	Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N	N
	Dwelling Single-Family	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N
	Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	N	N	N
	Model Home or Unit	N	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	N
	Residence for Persons with a Disability	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	p[2]	N	N	N
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school	N	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	C[5]	N	N	N	N	N	N	N	N
	Residential Facility for Elderly Persons	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	N	C[5]	N	N
	Residential Lease, Short-term	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Agriculture, Commercial	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Animal Hospital	N	N	N	N	N	N	N	N	N	N	P	N	N	P	C	P	P	N
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Cannabis Production Establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P[9]	P[9]	N
	Car Wash	N	N	N	N	N	N	N	N	N	N	C	N	N	C[3]	N	C	P	N
	Chemical Manufacture, Storage, and Distribution (Existing)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Commercial Day Care/Preschool Center	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C[3]	N	N
	Commercial Plant Nursery	N	C	C	N	N	N	N	N	N	N	C	N	N	P	N	P	P	N
	Commercial Recreation, Indoor	N	N	N	N	N	N	N	N	N	N	C	C	C	P	P	~~N~~P	N	N
	Commercial Recreation, Outdoor	N	C	C	N	N	N	N	N	N	N	C	N	C	C	N	~~N~~C	N	N
	Composting Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N

COMMERCIAL

ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N
Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	P	N
Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P[7]	P[7]	N	P[7]	N	N	P[7]	N
Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N
Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N
Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N
Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N
Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	~~N~~C	N	~~N~~C	N	N
Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	~~N~~P	N	N
Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	~~N~~C	N	N
Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	P	N	N
Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P[2]	P[2]	N
Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C[2]	C[2]	N
Laundry, Commerical	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	P	P	N
Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
Manurfacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	N
Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N
Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	~~N~~C	N	N
Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N
Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N
Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	~~N~~P	N	~~N~~P	N	N
Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	~~N~~P	N	~~N~~P	N	N
Office	N	N	N	N	N	N	N	N	N	N	P	P	P	~~N~~P	P	~~N~~P	N	N
Pawnshop	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N
Personal Care Services	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N
Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	C	N	N
Pharmacy	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	~~N~~P	N	N
Pharmacy, Medical Cannabis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P[9]	N	N
Private Club	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
Restaurant	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N
Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	P	P	P[3]	P	P	P[3]	N	N
Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	N	N
Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C[2]	N	C[2]	C[2]	C[2]	C[2]	N	N
Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N

	ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
	Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
	Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C
	Vehicle and Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	C
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	C	C
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N
	Vehicle and Equipment Sale or Rental New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	N
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	~~C~~P	N	N	N	N
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	P	N
PUBLIC AND INSTITUTIONAL	Assembly, Place of	N	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C[1]	C	C	C	~~N~~P	C	N	N	N
	Commuter and Light Rail Facilities and Station	N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C	C
	Earth Station (Satellite Dish Farm)	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N
	Educational Facility	N	C	C	C	C	C	C	C	C	C	P	P	P	C	P	~~N~~C	N	N
	Emergency Care Facility	N	N	N	N	N	N	N	N	N	N	P	P	C	~~N~~P	N	~~N~~P	N	N
	Environmental Remediation Activities	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P
	Farmers' Market	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	N	C
	Heliport	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	~~N~~C	C	N
	Hospital	N	N	N	N	N	N	N	N	N	N	C	C	N	~~N~~C	N	~~N~~C	N	N
	Liquor Store (State Owned)	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	C	N	N
	Major Facility of a Public Utility	C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C
	Minor Facility of a Public Utility	P	P	P	P	P	P	P	P	P	P	C	C	P	C	C	P	P	P
	Museum	N	N	N	N	N	N	N	N	N	N	P	P	C	C	P	N	N	N
	Open Space and Trails	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parks and Associated Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Park and Ride Facility	N	N	N	N	N	N	N	N	N	N	P	N	C	N	N	P	P	N
	Power Plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N		C	N
	Public Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
	Recycling Collection Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
	Recycling Processing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Transit Passenger Hub (Intermodal)	N	N	N	N	N	N	N	N	N	N	P	P	N	C	N	C	C	C
	Wireless Telecommunications Site/Facility	N	C[2]	C[2]	N	N	N	N	N	N	N	C[2]	C[2]	C[2]	N	N	C[2]	C[2]	C[2]
	Accessory Building	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	~~N~~P	p[2]	~~N~~P	N	N
	Accessory Dwelling Unit	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P[2]	P[2]	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N

ACCESSORY USES

ZONING DISTRICT USES	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	NC	FOI	M	PF
Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
Home Occupation	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	p[2]	N	N	N
Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
Household Pets, Noncommercial	N	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	N	N	p[2]	N	N	N
Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	C	P	N
Seasonal Use	T[5]	N	N	N	N	N	N	N	N	N	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	N	N
Sign - Temporary	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]	T[6]
Swimming Pool	P	C[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	N	N	p[2]	N	N	N
Temporary Use	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[5]	T[55]	T[5]	T
Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.
2. See VZC 15.34 for additional use development standards.
3. Use is allowed as an accessory use to a principle use.
4. Use shall not exceed 25% of the net square footage of a single building or development.
5. See VZC 15.26 for additional use standards.
6. See VZC 15.48 for signage requirements.

7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.

8. Clinic Support Housing use shall not exceed 80% of the net square footage of a single building or development.
9. Use shall meet all licensing requirements as required by Utah State Code and conform to Section 15.34.210 Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.

Community Development

Date: December 6, 2023 & December 13, 2023
From: Morgan Brim, Community Development Director
To: Planning Commission & City Council
Item: Public Hearing and Consideration of Development Agreement for The Forge
Location: Bounded by Vineyard Connector to the North, 650 North to the South, Mill Road to the West and Geneva Road to the East.
Applicant: Michael Olsen, Home Center Construction



SUMMARY
The applicant is requesting approval of a development agreement for The Forge, a mixed use residential and employment center located on Geneva Road and Vineyard Connector. This project was originally zoned in 2015 with a Special Purpose Zoning District that outlines requirements for urban design, structured parking, zoning uses, and the architectural look of the project. The Forge as been envisioned as an employment center with attractions pulling visitors from the region.

Development Agreement Changes from Last Meeting:

This agreement sets forth a new vision and master plan for the Forge project area. This agreement does not include the IHC block G which is owned separately. The project area is served by a public street, 650 North, to the south of the site and by private streets internally. During February of 2023, the City Council directed the applicant to change their proposal to reduce the residential units being proposed and lower the heights and overall massing of buildings along the Vineyard Connector.

The proposal provides for initial phasing including multifamily residential units and a retail center with an entertainment anchor. The Planning Commission requested more definition of "entertainment anchor" added to the agreement. The entertainment anchor must be regionally significant and substantially meet the quality and activity level as depicted in the concept site plan. The concept site plan will need to be incorporated into the agreement. Construction of the entertainment anchor shall be substantially completed prior to the issuance of building permits for more than 325 residential units.

The parking section was amended to include at least one parking space for each individual in a non-family occupancy situation. This should satisfy the Commission's concern regarding buddled singles inundating the parking supply. The parking supply will provide for overflow. The developer is proposing to add additional surface parking to blocks that are not within phase 1 of construction to ensure the plan accommodates the initial development.

The parking management plan will require the developer to maintain all project parking in accordance with their parking management plan. The parking management plan will be approved as part of the first development application and shall include provisions for administration including parking space allotment and usage monitoring, shared parking, security, towing, signage, and enforcement.

The Commission requested the entire project including surface parking, private streets and parking structures be managed under a single entity. This was added into the agreement with a requirement for protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing and data subject rights.

PROPOSED MOTIONS

- *Planning Commission*

"I motion to recommend approval of Resolution 2023-56 Development Agreement for The Forge to the City Council."

- *City Council*

"I motion to approve Resolution 2023-56 Development Agreement for The Forge."

ATTACHMENTS: Proposed Resolution and Development Agreement

RESOLUTION 2023-56

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR THE FORGE WITH COTTONWOOD GENEVA, LLC

WHEREAS, Cottonwood Geneva, LLC is the owner and developer of property (the "Property") within Vineyard City; and

WHEREAS, the Property is located within the Vineyard City and governed by The Forge Mixed Use Special Purpose Zoning District; and

WHEREAS, the Developer desires to construct a mixed-use development combining residential, entertainment, retail, open space and professional uses; and

WHEREAS, the Vineyard City Council has reviewed the proposed Agreement and finds the result will provide positive economic benefits to the City and its residents; and

WHEREAS, the Vineyard City Council and Developer desire to enter into this agreement to more fully specify the rights and responsibilities of Developer to construct the property as expressed in the agreement, and rights and responsibilities of City to allow and regulate such development pursuant to the requirements of the agreement; and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. Approval. That certain Agreement with Cottonwood Geneva, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this _____ day of _____, 2023.

_____
Mayor

Attest:

_____
Recorder

Exhibit A: Development Agreement for The Forge

WHEN RECORDED, RETURN TO:
c/o Dakota Pacific
Attn: Scott Swallow
299 S Main St., Ste. 2450
Salt Lake City, UT 84111

DEVELOPMENT AGREEMENT
FOR
THE FORGE

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and Cottonwood Geneva LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.

B. Developer owns the Property.

C. The Property is located within the boundaries of Vineyard City, Utah.

D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.

E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.

F. Developer has prepared that certain Land Use Map for the Property, which is attached hereto as Exhibit B.

G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.

I. The Parties understand and intend that this DA is a "development agreement" within the meaning of the Act and entered into pursuant to the terms of the Act.

J. The City finds that this DA, the Land Use Map, the Land Uses, and the Intended Uses conform with the intent of the City's General Plan and the Zoning.

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

TERMS

1. **Incorporation of Recitals and Exhibits; Definitions**.

1.1 **Incorporation**. The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions**. As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 Act means the Municipal Land Use, Development, and Management Act, *Utah Code Ann*. § 10-9a-101 (2019), *et seq*.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Area Median Income (AMI) means the Provo–Orem, Utah, Metropolitan Statistical Area median income as determined annually by the Department of Housing and Urban Development.

1.2.4 Association means an entity that Developer may establish to operate and maintain common areas or open spaces of the Project.

1.2.5 Budget means the Geneva Urban Renewal Project Area Budget.

1.2.6 Buildout means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

1.2.7 City means Vineyard City, Utah, a Utah political subdivision.

1.2.8 City Council means the elected Vineyard City Council.

1.2.9 City's Future Laws means the ordinances, policies, standards, and proceduresthat may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending on the provisions of this DA.

1.2.10 City's Vested Laws means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

1.2.11 DA means this Development Agreement, including all of its Exhibits.

1.2.12 Default means a material breach of this DA as specified herein.

1.2.13 Denial means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or "redlines" by City staff.

1.2.14 Developer means Cottonwood Geneva LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.

1.2.15 Developer's Reimbursable Expenses means all costs incurred by Developer in developing, acquiring, or installing Project structured parking improvements as required by the Zoning, Project common area or pedestrian elements improvements, or Project open space improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.16 Development means the development of all or a portion of the Property pursuant

to one (1) or more approved Development Applications.

1.2.17 Development Application means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, site plans, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

1.2.18 Effective Date means the date this DA is approved by the City Council.

1.2.19 Family has the same meaning as "Family" as defined by the Vineyard City Code § 15.60.020.

1.2.20 Family Occupancy means a residential Unit occupied by one (1) Family.

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

1.2.22 Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.23 Intended Uses means the use of all or portions of the Property for the Land Uses within the Land Use Areas set forth on the Land Use Map and the uses in the FMU Zoning, including, without limitation, for single-family residential (attached); multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail sales and services, and associated facilities); commercial entertainment or recreation (indoor and outdoor) or food and beverage; and all other uses approved by the City in accordance with the City's Vested Laws.

1.2.24 Land Use(s) means permitted and conditional uses within the applicable Land Use Areas set forth on Exhibit B attached hereto.

1.2.25 Land Use Areas means the portions of the Property designated for certain Land Uses according to the Land Use Map.

1.2.26 Land Use Map means the graphic depiction of the Project and the Land Use Areas attached hereto as Exhibit B attached hereto.

1.2.27 Maximum Units means the Development of Units on the Property of a maximum of one thousand seventy-five (1,075) Units; however, the Maximum Units may be increased to one thousand one hundred (1,100) Units if Developer provides at least twenty-five (25) for-sale residential Units in the Project.

1.2.28 Non-Family Occupancy means a residential Unit occupied by individuals that do not meet the definition of a Family.

1.2.29 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

1.2.30 Parcel means a portion of the Property that is created by Developer for Development.

1.2.31 Party/Parties means, in the singular, either Developer or the City; in the plural,

Developer and the City.

1.2.32 Plan means the Geneva Urban Renewal Project Area Plan.

1.2.33 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.34 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.35 Project Area means the Geneva Urban Renewal Area created under Title 17C of the Utah Code.

1.2.36 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.37 Property Increment means the Tax Increment generated by development within the Property and received by City's Redevelopment Agency and pursuant to an interlocal or other agreement to be executed by any applicable taxing entities in the Project Area.

1.2.38 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.39 Redevelopment Agency or Agency means the Vineyard Redevelopment Agency.

1.2.40 Subdeveloper means a person or entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.

1.2.41 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61) which is:

> . . . the difference between:
>
> (i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property and each taxing entity's current certified tax rate; and
>
> (ii) the amount of property tax revenue that would be generated from that same area using the base taxable value of the property and each taxing entity's current certified tax rate.

1.2.42 Unit means a structure or any portion thereof designed and constructed for occupancy as a residence and located in one (1) or more buildings within the Project. A Dwelling Unit (as defined by the City's Vested Laws) intended for Non-Family Occupancy, and with more than three (3) bedrooms or more than six (6) occupiers, is outside this definition of "Unit."

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1.2.1 Zoning means The Forge Mixed-Use District (FMU) zoning of the Property as further set forth in the City's Vested Laws.

2. **Development of the Project.**

2.1 **Compliance with this DA**. The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Parcels Sold to Subdevelopers**. Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA.

2.3 **Phasing; Configuration**. Subject to Section 2.4, Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City's Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to develop the Property in accordance with this DA and the City's Vested Laws by submitting Development Applications locating the Intended Uses, buildings, densities of Units, open space, parking, roads and rights-of-way, and other amenities within the Land Use Areas in Developer's discretion, but in no event shall the Final Unit Count within the Project exceed the Maximum Units or vary from the approved Land Uses in Exhibit B. Subject to approval by the Vineyard City Planning Commission, Developer may modify the Private Roadways from what is depicted in the Land Use Map to enhance connectivity throughout the Project. Developer may not adjust the Land Use Map with respect to the locations of the Land Use Areas or the general locations of open space areas that are depicted on the Land Use Map without City staff administrative approval. Open space, as referenced in this DA and as defined in the City's Vested Laws, specifically the provisions and figure set forth in Section 2 of Exhibit D, shall be improved no later than the Development of immediately adjacent building(s), structure(s), Parcel(s); however, Developer may, in lieu of completing such immediately adjacent open space, provide the City a bond in the amount of 110% of the estimated cost, as determined by a qualified estimator, to complete the directly adjacent open space if the Developer provides evidence that other near-term construction will affect the open space to be installed. In addition, if there is a break in continuity of pedestrian pathways within a Parcel block through undeveloped Project areas, Developer shall provide temporary means, which are reasonably acceptable to the City, for functional use of the pedestrian pathway.

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2.4 **Initial Phase; Phasing**. Developer agrees that Development of the Project shall commence with the Initial Phase. The "Initial Phase" means the Land Use Areas identified in Exhibit E. The Initial Phase will consist generally of the Intended Uses for the Initial Phase within or accessory to commercial, multiple-family dwelling, or mixed-use buildings or structures, open space, parking, and Private Roadways. The entertainment Land Use Area, as identified on the Land Use Map, of the Initial Phase will include an outdoor activity area or facility that offers regionally significant entertainment or recreation (the "Entertainment Anchor") as part of the entertainment Land Use Area. Developer agrees to substantially complete the entertainment Land Use Area, or substantially equivalent non-residential/commercial Development square footage at a substantially equivalent quality and activity level as is depicted in the Site Plan, prior to commencing construction of Units in the Project outside of the Initial Phase. Developer further agrees that the Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be under construction (as evidenced by installation of concrete, steel, or other structural components) as a condition precedent to the City issuing certificates of occupancy for more than twenty-five (25) Units within the Project, and that the Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be substantially complete as a condition precedent to the City issuing building permits for more than three hundred twenty-five (325) Units within the Project.

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2.5 **Zoning**. City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the Land Use Areas configured in the Land Use Map, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in Exhibit B, as to Intended Uses, and Exhibit C attached hereto. If there is a conflict between the Zoning and Exhibit B or Exhibit C to this DA, then Exhibit B or Exhibit C to this DA, as applicable, shall control.

2.6 **Maximum Units**. Subject to this Section 2, at Buildout, Developer shall be entitled to have developed Units within the Project up to the Maximum Units.

2.7 **Development Standards and Design Guidelines**. Exhibit D attached to this DA establishes specific development standards and design guidelines, including, without limitation, the approximate locations and design standards for the common area elements or open spaces of the Project, and shall apply to all Parcels within the Project. If there is a conflict between the Zoning and Exhibit D to this DA, then Exhibit D to this DA shall control. Common area elements or open spaces in a Parcel shall be constructed promptly after completion of any adjacent vertical construction of residential or non-residential structures in the same Parcel. Upon completion, Developer agrees to subject the portions of the Project common area or open space indicated in the Land Use Map to a public access easement, in favor of the City. The form and content of such public access easement shall be subject to each of the Parties' reasonable approval and such public access shall be of record with the Utah County Recorder's Office. The City and Developer acknowledge that a portion of the Project common area or open space, as depicted in the Land Use Map ("**External Open Space**") may be located outside of the City's current municipal boundaries. Such portion of the External Open Space, if owned or controlled by Developer, shall qualify toward the open space requirement under the Zoning, and Developer agrees to subject such portion of the External Open Space to an open space deed restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with the City's Vested Laws, except as approved by the legislative body.[1] The form and content of such restriction and covenant shall be subject to the City's reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder's Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the External Open Space within the City's municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise, if the City elects to pursue such action.

2.8 **Signage**. Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the City's Future Laws in effect at the time of submission of the applicable Development Application which are not more restrictive to the Project under the City's Vested Laws, or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

2.9 **Short Term Residential Lease**. If the City enacts an amendment to the Zoning or City's Vested Laws allowing for the use of the Units as short-term rentals, also known as short-term residential lease, as a permitted use, then Developer may convert any Unit to short-term rentals, also known as short-term residential lease, subject to and in accordance with any such City's Future Laws.

2.10 **Roadway and Parking Improvements**. Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity and development of the Project, and parking improvements as required by the Zoning. All amounts expended by Developer for the structured parking improvements as required by the Zoning shall be classified as Developer's Reimbursable Expenses and may be reimbursed to Developer by revenues generated by the

[1] NTD: Developer note: Need this language for the 45' strip of land along Geneva Road

Project Area as described in Section 4 below.

2.11 **Rescission Option**. It is anticipated that vertical construction within the Project will begin no later than July 31, 2025. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 2026 ("**Outside Date**"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

2.12 **Maximum Occupancy**.

2.12.1 Building Occupancy Agreement. Prior to the issuance of a building permit for any Multiple-Family Dwelling (as defined in the City's Vested Laws) within the Project, the Developer and City shall execute a "Building Occupancy Agreement" for each Multiple-Family Dwelling structure included in the Development Application. A Building Occupancy Agreement shall: (i) specify the number of residential Units by Unit type, including the number of bedrooms; (ii) will specify the maximum occupancy associated with each Unit type, based on Family Occupancy or Non-Family Occupancy; (iii) for Non-Family Occupancy, specify an allowed number for single occupiers; (iv) for Non-Family Occupancy, allocate at least one parking space for each individual occupier; (v) require the owner of the applicable Parcel to include in the tenant leases a provision requiring residential Unit tenants to comply with the maximum occupancy requirements of the Building Occupancy Agreement; (vi) require the owner of the applicable Parcel to investigate complaints regarding occupancy under the Building Occupancy Agreement and enforce the maximum allowed occupancy under the Building Occupancy Agreement; (vii) require the owner of the applicable Parcel to monitor occupancy under the Building Occupancy Agreement and perform an audit of occupancy at least annually; (viii) be recorded with the Utah County Recorder's Office as a restriction and covenant running with title to the applicable Parcel; (ix) reserve to the City all rights available under City's Vested Laws and City's Future Laws to enforce occupancy limits; and (x) otherwise be in form and substance reasonably acceptable to the Parties.

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2.12.2 Notice to Tenants. Prior to the issuance of a certificate of occupancy for each Multiple-Family Dwelling, a notice must be placed on the electrical box of each Unit within such Multiple-Family Dwelling indicating the maximum allowable occupancy for such Unit based on the applicable Building Occupancy Agreement. This notice must be a six (6) by six (6) inch metal or plastic plate that is permanently attached to the Unit electrical box with minimum one-half (1/2) inch engraved letters stating the occupancy limit.

2.13 **Parking**.

2.13.1 Parking Management. The Developer shall submit to construct and maintain all Project parking in accordance with a City-approved parking management plan, which shall be approved by the City Planning Commission no later than the approval of the Development Application for the first site plan containing residential Units. The parking management plan shall include provisions for administration of the Project parking, including, without limitation, parking space allotment and usage monitoring, shared parking provisions, security provided, towing and enforcement plan, and signage delineating parking requirements. The Parking Plan will limit private road on-street parking to permit or a limited parking duration during specified times. All parking shall be actively managed in accordance with the parking management plan. Developer will record the approved parking management plan as a covenant against the Property. Developer shall incorporate the parking requirements and parking management plan into the

Covenants, Conditions, and Restrictions such that the future Homeowners Association that manages the Development shall be responsible for managing parking throughout the Development. The parking management plan shall include provisions on signage, enforcement, and data management. Parking for the entire Project—private roads, surface parking lots, and parking garages—shall be managed by a single entity. The parking management plan shall ensure the protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan, and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing, and data subject rights.

2.13.2 Parking Study. The parking requirements set forth in Section 4.08.10.a of the Zoning, as modified by this DA, may be modified for future Development as provided in this Section 2.13.2. A parking study shall be submitted with the first Development Application after the completion of all improvements within the Initial Phase. Developer, in its discretion, may also submit a parking study to the City for its reasonable approval at any time. Each parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies (a "parking expert"). The parking expert and the criteria for the parking study shall be established jointly in good faith by the City and the Developer. If the City and the Developer cannot agree on a parking expert or the criteria for the parking study, then the dispute shall be resolved as follows: the City and the Developer shall each nominate a parking expert within thirty (30) days from the date of a request for a parking study. The two parking experts shall consult and select a third parking expert to conduct the parking study. The selected parking expert shall conduct the parking study using criteria he or she develops following consultation with the City and the Developer, which parking study shall be used to establish new parking requirements. To avoid the need to re-select a parking expert, the parking expert agreed upon by the Parties shall continue to function in the capacity as parking expert hereunder and the process of selecting a parking expert shall not occur more frequently than at seven-year intervals unless the previously employed parking expert is unable to function in such capacity. If the parking study reveals a shortage of parking, pursuant to the provisions of Section 4.08.10.a of the Zoning, within the Project as a result of the subject Development Application, Developer shall submit a plan, or an amended parking management plan, that demonstrates how the proposed parking required by the subject Development Application will comply with Section 4.08.10.a of the Zoning.

2.14 **Affordable Housing Requirements**. The Project shall be constructed to comply with the following affordable housing requirements. Developer shall construct, allocate, and regulate affordable/workforce housing in accordance with this Development Agreement. Each affordable housing Unit constructed within the Project shall be subjected to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the affordable housing Units are in compliance with this DA and remain affordable to those employed in the area for a period equal to the reimbursement period for the Property Increment set forth in the participation agreement between Developer and the Redevelopment Agency, as contemplated in Section 4.1 below. Below are the standards the Developer shall use for satisfying its obligation to provide affordable/workforce housing:

2.14.1 Up to twenty-one (21) for-rent or for-sale affordable housing Units ("AHU's") based on the final number of residential Units constructed within the Project.

2.14.2 The AHU's shall be delivered with each phase of Development that includes residential Units at a ratio of no less than one (1) AHU per fifty (50) market rate Units; however, the Parties may agree on a different delivery schedule.

2.14.3 All AHU's shall be rented or sold to households earning 60% AMI or below.

2.14.4 Each of the AHUs constructed within the Project shall be subject to restrictions in a housing agreement, executed by and between Developer and the City or other housing authority, in a form reasonably agreed to by the parties thereto, to ensure that the AHUs are in compliance with this DA and remain affordable to those employed in the area for the period set forth above unless a particular AHU or set

of AHUs is financed with public financing in which case the term shall continue through the end of the repayment period or as otherwise required by the source of the public financing revenues used to build the identified AHUs, and containing the following minimum terms: identifying the form of deed restrictions or affirmative covenant for all for-sale AHUs; all renters of AHU's will be required to certify annually to the City, or its designee, that they still qualify for the targeted percentage of AMI; unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period - upon expiration of the safe harbor period their lease will not be renewed, and the AHU will then be made available to a qualifying renter.

2.14.5 City may include in the housing agreement contemplated by Section 2.14.4 provisions requiring that all AHU's or certain AHU's be offered with a priority to individuals employed as first responders or teachers, as verified by one form of proof of employment, and such provisions, shall provide for or include, without limitation: (i) recording an affirmative covenant in favor of the City, or other desired mechanisms, to provide record notice of such priority benefitting City and City's sole right to enforce such restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the identified AHU's are oriented toward persons employed in the such capacities; and (ii) City's indemnification of Developer or the owner of the AHU's in the event of a challenge to such priority offerings or City's enforcement thereof.

3. **Vested Rights**.

3.1 **Vested Rights Granted by Approval of this DA**. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. City further confirms that Developer is vested with the right to locate buildings of the type and in the configurations and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

3.2 **Exceptions**. City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 Developer Agreement. City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 State and Federal Compliance. City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 Codes. The City's engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction

or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 Taxes. Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann*. § 10-9a-509(1)(a)(ii)(A) as proven by the City by clear and convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 **Legal Challenge**. Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 **Intent Regarding Administration and Amendment of this DA**. The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. **Tax Increment Financing and Similar Assistance**.

4.1 **Project Area / Rescission Option**. The Agency and the City have created the Project Area through adoption of the Plan and the Budget, which includes the Property and other land. In conjunction with the Project Area, the City shall use reasonable efforts to approve an interlocal agreement with the Redevelopment Agency whereby the City agrees to contribute a portion of the Tax Increment generated within the Property to the Agency for purposes of Development of the Project for a period of up to thirty (30) years. The City shall also use reasonable efforts to support the Redevelopment Agency in securing the participation of other Taxing Entities under substantially similar terms to those under which the City is participating. If the Redevelopment Agency has not approved a participation agreement within one (1) year after the Effective Date in a form reasonably acceptable to Developer as contemplated by this DA, Developer may elect to terminate this DA by delivering Notice to City and upon delivery of such Notice, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA. The Parties shall work together in good faith to seek a participation agreement that includes the following provisions: (i) seventy-five percent (75%) of the Property Increment shall be available for reimbursement of Developer's Reimbursable Expenses and (ii) each budget for Developer's Reimbursable Expenses shall include interest of at least 8%, or such other interest rate as set forth in separate agreement with the Redevelopment Agency, from the time the cost was incurred until reimbursed to Developer. The Property Increment collection period for each individual reimbursement period shall be for a period of not less than twenty-five (25) years dating from the day on which the last of Developer's Reimbursable Expenses is incurred, payable, however, in accordance with the terms of the participation agreement.

Developer's Reimbursable Expenses shall be reimbursable from Property Increment and County shall use its best efforts to cooperate with Developer in creating such a financing vehicle to provide Developer with the maximum amount of financial assistance allowable at law. The Project Area shall not be expanded or modified without Developer's written consent. Developer may request that the RDA increase the Property Increment available for reimbursement of Developer's Reimbursable Expenses related to the entertainment Land Use Area by an additional ten percent (10%), for a total of eighty-five percent (85%) of the Property Increment of the entertainment Land Use Area, in order to incentivize uses the RDA deems beneficial to the economic development of said entertainment Land Use Area.

4.2 **Surplus Revenues**. The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for Developer to bring in high-quality end-users by such means as assistance with tenant improvements, creation of visual and physical amenities, and other elements that contribute to the environment of the Project. The Parties shall negotiate in good faith for the distribution of any such excess proceeds in a manner that maximizes the incentives to generate measurable results such as high-skilled and high-paying employment. Excess proceeds may also be utilized, insofar as permitted by applicable law, for the uses described in the Plan created in connection with the Project Area.

4.3 **Failure of Revenues**. The ability of the Project Area or other financing vehicle to generate sufficient monies to reimburse or otherwise pay the City and the Developer for costs and expenses incurred as provided in this DA is consideration for the Parties to enter into this DA and a material, integral term hereto. Should the Project Area or other financing vehicle prove unable to generate sufficient monies, the Parties agree it will render performance under this DA impossible or impracticable and pointless and shall operate either to discharge all of each Party's obligations hereunder or, at the Developer's discretion, allow them to negotiate a mutually satisfactory reformation.

4.4 **Public Infrastructure District**. Developer may elect to petition the City to create a Public Infrastructure District ("**PID**") pursuant to Utah Code § 17D-4-101 *et seq.* for the Property in addition to or in place of the Property Increment participation. The City shall review and reasonably consider Developer's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID, the City shall cooperate in the formation and operation of the PID.

5. **Term of Agreement**. The initial term of this DA shall be thirty-five (35) years beginning on the Effective Date, and will automatically extend for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

6. **Intentionally Omitted**.

7. **Processing of Development Applications**.

7.1 **Processing of Development Applications; City Denial of a Development Application**. City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request

of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110, Developer may resubmit a denied Development Application after addressing the reasons for Denial communicated by the City.

7.2 **Meet and Confer regarding Development Application Denials**. Upon written request by Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the Developer may resolve the issues specified in the tabling or Denial of a Development Application.

7.3 **City Denials of Development Applications Based on Denials from Non-City Agencies**. If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified herein.

8. **Application Under City's Future Laws**. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on City's Vested Laws for other Development Applications.

9. **Public Infrastructure and Utilities**.

9.1 **Construction by Developer**. Other than for those elements of Public Infrastructure otherwise specified in this DA that may be constructed by the City or agencies it controls or constructed prior to the Effective Date, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impacts of the Project; the City shall be responsible for the cost of any enhancements to such Public Infrastructure that exceed the roughly proportionate (as determined by law) impacts of the Project but, for reasons of convenience or efficiency, may be constructed along with the Project. For such Public Infrastructure, the City and Developer shall memorialize their mutual responsibilities for the costs, the scope and manner of construction, and manner of reimbursement in a separate, subsequent reimbursement agreement, including without limitation, the following Public Infrastructure improvements:

9.1.1 Construction of the Geneva Trail Park located in Block H (as so identified in the Zoning), the area of which is identified in the Land Use Map, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to dedicate up to three-quarters (3/4) of an acre of land to the City and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above. The land donation contemplated in this Section shall occur at the earlier of (i) the recording date for the Developer's sale of land in Block H, (ii) the first subdivision plat recorded on Block H after the Effective Date, and (iii) prior to the approval of the first site plan on Block H after the Effective Date. The location of the Park within Block H shall be determined at the time of the final plat Development Application submission. Notwithstanding anything to the contrary in the foregoing, the land donation shall not occur later than the date on which certificates of occupancy of the first 750 residential Units are issued.

9.1.2 The East Gateway Linear Park, as identified in Exhibit D and the area of which is

identified in the Land Use Map, will be located along Geneva Road, near the intersection of the Vineyard Connector, and abuts future anticipated public improvements for the City's Geneva trail system. Developer and City shall jointly work together in good faith to design the East Gateway Linear Park to provide a minimum width of fifty feet (50') between Geneva Road and the façade(s) of the adjacent buildings within the Project. Developer shall provide the features outlined in Section 4(g) of Exhibit D on the Property or, if with City approval any portion of the East Gateway Linear Park improvements are located on public-owned property, then Developer will reimburse to City or the public entity constructing the East Gateway Linear Park the value (as reasonably determined by Developer and the City engineer) of the East Gateway Linear Park improvements to be located on public-owned property and that would otherwise be located on the Property pursuant to this DA.[2]

9.1.3 Developer agrees to work in good faith to bring public transit options to the Project. The Developer also agrees to cooperate in good faith with the Utah Department of Transportation (UDOT) and applicable entities in support of pedestrian path from the Project to the Vineyard UTA Front Runner Station.

9.2 **Financial Assurances**. If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

9.3 **Upsizing/Reimbursements to Developer**. The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing or system improvements. The Developer shall make like sized connections to those utilities as those which are already in place. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. Subject to Section 3.2, all impact fees charged by the City in connection with the development of the Property and the approval of Plats or site plans shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9.4 **Culinary Water and Sanitary Sewer Improvements**.[3] Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

9.5 **Storm Water Improvements**. Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as

[2] NTD: to be discussed with City.
[3] NTD: Project water needs to be discussed further.

contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions. Stormwater facilities shall not apply towards qualifying open space required by the Zoning unless the quality of the open space is reasonably deemed usable by the City Community Development Director.

9.6 **Electrical and Natural Gas, and Telecommunication Utilities**. The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

9.7 **City Services**. City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City's boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

9.8 **Transportation**. The Developer shall maintain transportation infrastructure to City standards and specifications in accordance with City's Vested Laws. If the Developer proposes a design that is not within the City standards or specifications, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

9.9 **Infrastructure Studies**. The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer in accordance with the City's Vested Laws, and the Developer may obtain additional studies for services and its impacts to the City and other public utility infrastructure. The City may obtain, at its cost, its own studies regarding the development requirements for services and its impacts to the City and other public utility infrastructure. The parties shall use all such studies reasonably and lawfully make the final determination of required improvements to the existing infrastructure that may be impacted by the proposed development.

9.10 **Acceptance of Public Infrastructure and Rights-of-Way.** The City intends to accept public infrastructure and rights-of-ways that serve the interests of the public. Subject to the vested rights in this DA, the Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. If the development improvements are within non-city jurisdiction, then the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction.

9.11 **Non-City Coordination**. The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and approvals as required for the Developer's proposed development design. The City shall not coordinate these

reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

10. **Default**.

10.1 **Notice**. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

10.2.1 Specific Claim. Specify the claimed event of Default;

10.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

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

10.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.3 **Remedies**. If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

10.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

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

10.3.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.4 **Attorney Fees**. The Party prevailing in any action brought to enforce the terms of this DA shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.5 **Public Meeting**. Before any remedy in Section 10.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.7 **Default of Assignee**. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

11. **Notices**. All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:	**With a Copy to:**
Cottonwood Geneva LLC 299 S Main Street SLC, Utah 84111 Attention: Scott Swallow Email: sswallow@dakotapacific.com	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Craig T. Jenson Email: cjenson@swlaw.com
To Vineyard City:	**With a Copy to:**
Vineyard City 125 South Main Street Vineyard, Utah 84059 Attention: City Manager with copy to City Recorder Email: refer to City website	Hayes Godfrey Bell, P.C. 2118 East 3900 South, Suite 300 Holladay, Utah 84124 Attention: Jayme Blakesley Email: jblakesey@hgblaw.net

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

11.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

11.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

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

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

13. **No Third-Party Rights/No Joint Venture**. This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability**. The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers**. Developer's assignment of all or any part of Developer's rights and responsibilities under this DA to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project, Developer's pledging of part or all of the Project as security for financing, or Developer's assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the City.

Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.2 **Non-Related Entity**. Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

14.3 **Partial Assignment**. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 **Assignees Bound by DA**. Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 **Sale of Parcels**. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring City's approval.

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

16. **Severability; Invalidity**. If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this DA to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions, and which implements the intent of the Parties under this DA.

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

18. **Time is of the Essence**. Subject to the contrary provisions of this DA, time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

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

21. **Venue**. Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

22. **Entire Agreement**. This DA, and all Exhibits thereto, is the entire agreement between the Parties and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written regarding the subject matter hereof. This DA may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. If there is a conflict between the Zoning and this DA, then this DA shall control.

23. **Mutual Drafting**. Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

24. **Recordation and Running with the Land**. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

25. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann*. § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

26. **Authority**. The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by *Utah Code Ann*. § 10-9a-101, *et seq*., including specifically *Utah Code Ann*. § 10-9a-102(2).

[Signature Pages Follow]

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

DEVELOPER:

COTTONWOOD GENEVA LLC,

a Utah limited liability company

By:_____
Name:_____
Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF_____)

On the _____day of_____, 2023, personally appeared before me_____, who being by me duly sworn, did say that he/she is the_____of Cottonwood Geneva LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

CITY:

Approved as to form and legality:

_____
Jayme Blakesley
City Attorney

VINEYARD CITY,
a Utah political subdivision

By:_____
Name: Julie Fullmer
Its: Mayor

Attest:

_____
Pamela Spencer
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the_____ day of_____, 2023 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

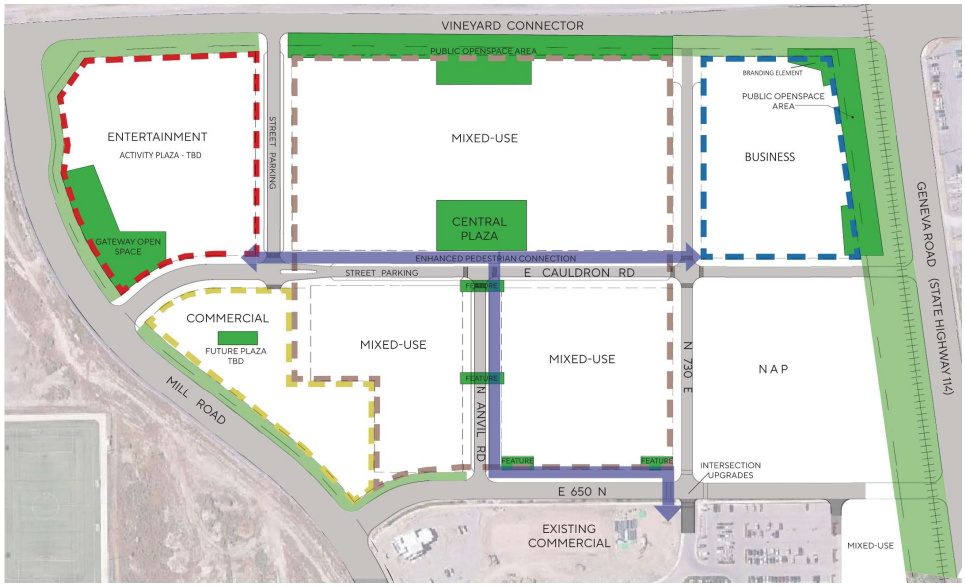
_____
NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

LOTS 1, 2, 3, 4, 6, 7, AND 10, PLAT A, THE FORGE SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH

EXHIBIT B[4]

[Land Use Map; Land Use Areas; Land Uses]



Area Designation

	Entertainment	Commercial	Mixed Use	Business
Single Household Detached	NP	NP	NP	NP
Single Household Attached	NP	P[1]	P	NP
Multi-household	P[2]	P[2]	P	NP
Lodging	P	P	P	P
Commercial	P	P	P[3]	P[4]
Food and Beverage	P	P	P[3]	P[4]
Entertainment	P	P	P	P
Office	P	P	P	P
Surface Parking	P[5]	P[5]	P[5]	C/P[6]

P = Permitted, C = Conditional, NP = Not Permitted

Notes:

1. No more than 10% of the total Block's land area.
2. Allowed up to two stories above ground floor commercial
3. Provisions for commercial use required adjacent to Central Plaza on Cauldron
4. Ancillary to primary business uses
5. To be located primarily internal to the block
6. No more than 30% of the lot coverage in surface parking. Conditional approval if 30% of surface parking is exceeded.

[4] NTD: Subject to updates.

4864-8404-8702

EXHIBIT C[5]
[Modifications to Zoning]

1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is a conditional use on Block H.

2. **4.08.3 Residential Intensity.** This section is replaced by the terms of the DA, including the provisions related to Maximum Units and the Land Use Areas.

3. **4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Land Use Areas.

4. **4.08.6 Setbacks:** Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Land Use Map, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.

5. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit D.

6. **4.08.10.a Parking**:

   Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room.

   Change residential parking requirement to:

   Family Occupancy: 1 stall per bedroom, up to 2 maximum stalls per unit.
   Non-Family Occupancy: 1 stall per occupant (according to the recorded Building Occupancy Agreement with the City).
   Visitor Parking
   - 0.25 stalls per unit visitor parking
   - the visitor parking stalls can be re-purposed for other parking requirements with a parking study demonstrating there are available visitor parking from adjacent mixed-uses.
   - On street parking at private streets within 500 feet of the building entrance may count towards visitor parking. If the street frontage is shared with non-residential uses, 50% of the available on street stalls may be used for visitor parking.

   Shared parking credits as defined in the zoning code applies. Parking requirements may be modified pursuant to the provisions of Section 2.13.2 of the Development Agreement.

7. **4.08.10.b:** Replace the current text which states

   > "All parking stalls associated with a land use, whether shared or individually reserved, shall be located on the same block as the use for which they are intended"
   >
   > with
   >
   > "Shared parking on adjacent blocks may be utilized for commercial parking requirements, provided the route of travel from the nearest parking space to the commonly used entrance of the principal use served is within 750 linear feet.

8. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure in the Land Use Map shown in Exhibit B is approved.

9. **4.10.7.b**: Add additional paragraph.

   iii. The portion of Mill Road, 650 North, and Vineyard Connector and Geneva Road that are adjacent to the Project are 'Major Roads'. Buildings with more than one hundred fifty (150) feet of building facade facing

[5] NTD: Subject to updates.

major roads, shall include:

- *Residential Buildings*: a front door entrance that faces the Major Road for no less than 40% of the ground floor units facing Major Roads. Front entries shall include architectural interest and include a walkway to connect the front entry with the street's sidewalk

- *Commercial Buildings*: a primary or secondary entry that faces, or is within 30' of a facade that faces, a Major Road.

10. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in underline):

Buildings can range from a minimum of fifteen feet (15') in entertainment and commercial Land Use Areas or twenty feet (20') in other areas to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. Staff may administratively approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line (Figure: Building Stepback) for no less than 50% of lineal feet of those building facades that face Vineyard Connector.

Blocks A & E, as defined in the Forge MU Zoning, shall be limited to five (5) stories or seventy-five (75) feet in height.

11.

EXHIBIT D
[Development Standards and Design Guidelines for Common Open Spaces][6]

1) Purpose

The Forge Mixed Use ("MU") District is intended to encourage a mixture of commercial, office and residential uses within an urban village atmosphere. Development in the Forge MU District is intended to provide a pedestrian oriented, safe and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities and land use regulation.

2) Common Open spaces

Open space is an essential amenity in a walkable, urban setting. Within The Forge, the primary common open spaces, as shown in Figure 1, are the Central Plaza, Anvil Pedestrian Corridor, the East and West Gateway Parks, the Connector Pedestrian Corridor, future plazas to be located in the Entertainment and Commercial areas, and the Geneva Trail Park. Except for the Geneva Trail Park, these open areas will be privately owned and accessible to the public via a recorded public access easement. The Geneva Trail Park land will be dedicated to the City, per paragraph 9.1.1 of this DA. The privately owned open space shall be maintained by the Property Owner's Association for the Project.



Figure 1 – Master Planned Open Space Areas

[Add Lot 10 / Block H to diagram]

The developer shall provide the private common open space areas, fully improved, for a total of publicly accessible open space of 5 acres. Developer may make elect to construct open space improvements above the standards defined herein in lieu of providing up to 0.75 acres of the required 5 acres of publicly accessible open space. Developer shall demonstrate to the City that the value of the above standard improvements equates to the value of land reduced. The Geneva Trail Park

[6] NTD: Subject to updates

improvements are subject to paragraph 9.1.1 of this DA. The design intent and features for each designated area that are described in this Exhibit shall be provided.

3) General Requirements

a) Landscaping

i) **Installation**. The installation of landscaping shall adhere to the following standards.

(1) **National Standards**. Best management practices and procedures according to the nationally accepted standards shall be practiced.

(a) Installation. All landscaping and trees shall be installed in conformance with the practices and procedures established by +the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.

(b) Maintenance and Protection. All landscaping and trees shall be maintained according to the most recent edition of the American National Standards Institute, including its provisions on pruning, fertilizing, support systems, lighting protection, and safety.

Area Designation	Size
Central Plaza	±0.75 Acres
Anvil Pedestrian Corridor	±0.5 Acres
East Gateway Park	±0.5 Acres
West Gateway Park	±0.5 Acres
Connector Corridor	≥0.5 Acres
Commercial Plaza	≥0.5 Acres
Entertainment Plaza	≥0.75 Acres
Total Private Open Space	**4.25 Acres**
Geneva Trail Park	0.75 Acres
Total Open Space	5.0 Acres

Table 1 – Common Open Space Designations and Estimated Sizes

(2) **Installation**. Landscaping shall be fully installed prior to the issuance of a certificate of completeness.

(a) If seasonal conditions preclude the complete installation, a cash escrow or irrevocable letter of credit, equal to 1.5 times the installation costs as estimated by a qualified professional shall be delivered to the City.

(b) Complete installation is required within nine months of the issuance of the temporary certificate of occupancy or occupancy permit or the cash escrow or letter of credit may be forfeited.

(3) **Plant Size Requirements**. Plant material shall be sized according to *Table 2* at the time of installation, unless otherwise noted in this section.

Plant Material Type	Minimum Size
Deciduous Shade/Overstory Tree	
Single Trunk	1" caliper
Single Trunk (street trees)	2" caliper
Multi Trunk	10' in height
Other	
Evergreen Tree	7' in height
Understory Tree	6' in height
Ornamental Tree	1.5" caliper
Shrubbery - Deciduous	container class 3
Shrubbery - Evergreen	container class 3
Ground cover	2" in height

Table 2 - Plant Size Requirements

ii) **Condition of Landscape Materials**. The landscaping materials used shall be:

(1) Healthy and hardy with a good root system.

(2) Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.

(3) Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.

(4) Appropriate for the conditions of the site, including slope, water table, and soil type.

(5) Protected from damage by grates, pavers, or other measures.

(6) Plants that will not cause a nuisance or have negative impacts on an adjacent property.

(7) Species native or naturalized to the Wasatch Front whenever possible.

(8) Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.

(9) All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.

iii) **Ground Plane Vegetation**. All unpaved areas shall be covered by one of the following.

(1) Planting Beds.

(a) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.

(b) Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 60% of a bed area.

(c) Annual beds must be maintained seasonally, replanting as necessary.

(d) Planting beds in public areas must be privately maintained.

(2) Grass. Seeded or sodded grass may be planted throughout landscaped areas.

(a) Grass shall be established within 90 days of planting or the area must be reseeded or resodded.

(3) Shrubs requirements. 1.5 shrubs are required per 1,000 square feet of landscaped area. Two perennials or ornamental grasses count towards one shrub.

iv) **Tree Installations**. Refer to the list of permitted street tree types maintained by the City.

(1) Tree Measurement. Tree size shall be measured by ISA arborists standards.

(2) Tree Maintenance. Tree trimming, fertilization, and other similar work shall be performed by or under the management of an ISA certified arborist.

(3) Species Composition. A variety of tree species shall be used to avoid a mono-culture prone to disease. No species may exceed 10% of overall City urban forest. See Vineyard Tree and Landscape manual for list of Vineyard City approved trees.

(4) Tree Size. All trees to be installed to meet the requirements of this section shall be a minimum of 2" caliper at the time of installation.

(5) Tree Requirements. See specifics for each open space designated area.

(6) Permeable Surface. For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance. Permeable area for one tree cannot count toward that of another tree.

(7) Structural Soil. When the soil surface area of a tree will extend below any pavement, structural soil or root-penetrable sidewalk support is required underneath that pavement. Structural soil is a medium that can be compacted to pavement design and installation requirements while still permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits (source: Cornell University, Urban Horticulture Institute).

(8) Minimum clear branch height is 8' over sidewalk and 14' over roads.

v) **Irrigation Systems**. Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.

(1) All irrigation systems shall be designed to minimize the use of water.

(2) Non-residential landscape irrigation shall have an automatic clock-activated permanent system.

(3) The irrigation system shall provide sufficient coverage to all landscape areas.

(4) The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.

(5) All culinary-fed systems shall be equipped with a back-flow prevention device.

(6) All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

b) Lighting

i) Site lighting shall provide safe and enjoyable experiences for pedestrian or community activity at night.

ii) Site lighting shall be at a pedestrian scale and should help define the functional areas of a property.

iii) Site lighting shall be scaled appropriately for the commercial or residential property on which it is located.

iv) Site lighting to be dark sky compliant.

c) Bicycle Parking

i) The following bicycle parking shall be provided throughout the development:

Use	Bicycle Rack Spaces
Multi-Family	Minimum 2 spaces or .05 spaces / bedroom, whichever is greater
Civic/Institutional	Minimum 2 spaces, 1 / additional 10,000 sf
Retail	Minimum 2 spaces, 1 / additional 5,000 sf
Services	Minimum 2 spaces, 1 / additional 5,000 sf
Office	Minimum 2 spaces, 1 / additional 10,000 sf

Table 4 – Bicycle Parking Requirements

d) Signage

i) Prior to the first construction of open space, developer shall submit to the city a master signage plan for approval. The plan shall provide for consistent thematic environmental and wayfinding signage design as well as provide guidelines for building and monument signage for the Project.

4) Specific Common Area Definition

a) Central Plaza

i) Intent. The Central Plaza will be a key outdoor activity center for the Project. It will provide a variety of functional spaces that accommodate gatherings and relaxation. It will integrate with the surrounding commercial and residential uses.

ii) Key design features:

(1) Provide at least 1 point of interest such as public art, a sculpture, or a water feature.

(2) Space allocation and accommodations to support events such as festivals and community gatherings.

(3) Provide a variety outdoor seating options which integrate with the Landscaping.

(4) Accommodate adjacent food and beverage uses with centrally facing outdoor patios towards the park.

(5) Provide a scale appropriate play area to use natural or themed artistic forms rather than traditional playground equipment.

iii) Landscaping:

(1) Create a variety of both hardscapes and softscapes.

(2) Install a minimum of 1 tree per 2,500 square feet on average, inclusive of street trees.

(3) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

b) Anvil Pedestrian Corridor

i) Intent:

(1) Provide an enhanced, inviting pedestrian experience that connects with commercial development to the south.

(2) Create impactful visual interest, establish the Project brand, and draw people towards the center of the Project.

(3) Encourage slow vehicle traffic at the 650 N and 700 E intersection through calming measures and purposeful design.

ii) Key design features:

(1) Width ___

(2) Seating

(3) Lighting

(4) Corner and pockets

iii) Paving:

(1) Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(2) Street paving shall be flush with the curb and reinforce pedestrian priority.

iv) Landscaping

(1) Street furniture to be integrated into the design.

(2) Tree spacing to be a maximum of 120' on center and can be on either side of the shared street.

c) East Gateway Linear Park

i) Intent:

(1) Provide a welcoming public edge and view corridor from Geneva Road into the Project

(2) Create rest and play areas along the future Geneva Trail.

(3) Integrate with the future Geneva Trail system, providing an inviting and appropriate transition from the trail into the development's primary east / west pedestrian and micro mobility pathway.

(4) Add to the network of open and green spaces within the Project providing a meaningful connection point to pedestrian network outside the Project.

ii) Key design features:

(1) Provide a minimum width of 50' for the linear park per paragraph 9.1.2 of this DA.

(2) Play area to use natural or themed artistic forms rather than traditional playground equipment.

(3) Provide various types of seating such as concrete seat walls, natural elements (boulders), and benches.

(4) Continuation of the future Geneva Trail through the linear park as well as connection to Shared Street.

iii) Landscaping:

(1) Provide a variety of ground covers such as turf, native landscaping, mulch, and pavers.

(2) Provide dense grouping of trees and provide an average of 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees (if required).

d) West Gateway Linear Park

Figure 4 - Concept for the East Gateway Park

i) Intent. Provide a greenspace corridor along Mill Road which creates a purposeful open space along network of pedestrian pathways running through and adjacent to the Project.

ii) Key design features:

(1) Provide a minimum width of 50' for the linear park from the facade of the adjacent building(s) towards Mill Road.

(2) Provide at least 1 primary point of interest such as public art, a sculpture, paved plaza with shade trees, or seating with above standard landscaping that fosters community interaction.

(3) Concrete sidewalk or trail that connects the east / west pedestrian corridor to the corner of Mill Road and Vineyard Connector.

iii) Landscaping:

(1) Mix of native and low maintenance ground cover and turf.

(2) Provide 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees.

e) Connector Corridor

Figure 5 – Concept Sketch image

f) Commercial Plaza

i) Intent – The Commercial Plaza creates interest and an activity center near the entrance to The Forge from Mill Road. It will encourage outdoor gatherings and focus on complimenting the nearby dining and retail uses.

ii) Key design features:

(1) Create seating and gathering spaces that accommodate groups from 2 to 15 people.

(2) Outdoor lighting that creates interest and ambiance at evenings.

(3) A variety of seating and grouping options

iii) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, crushed stone, or another decorative hardscape approved by the City.

iv) Landscaping:

(1) Install a minimum of 1 tree per 2,500 square feet on average.

g) Entertainment Plaza

i) Intent. Key pedestrian connection corridor between the commercial businesses to the south and the Central Plaza.

ii) Key design features:

(1) Decorative lighting creating safety and ambiance.

(2) Intentional alcoves and recesses where street vendors or other public display areas can be safely placed. Alcoves shapes and depths shall promote safety.

(3) Activated by ground floor commercial at entrances and throughout the alley.

(4) Paving. Paving shall create interest and not be monolithic grey. It shall include color and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(5) Min width of 20'

iii) Landscaping: Planters and trees at entrances or other key locations that help soften the built environment.

h) Geneva Trail Park

i) Intent. Create a stopping place along the future Geneva Trail and provide park access to residential areas to the South.

ii) Key design features:

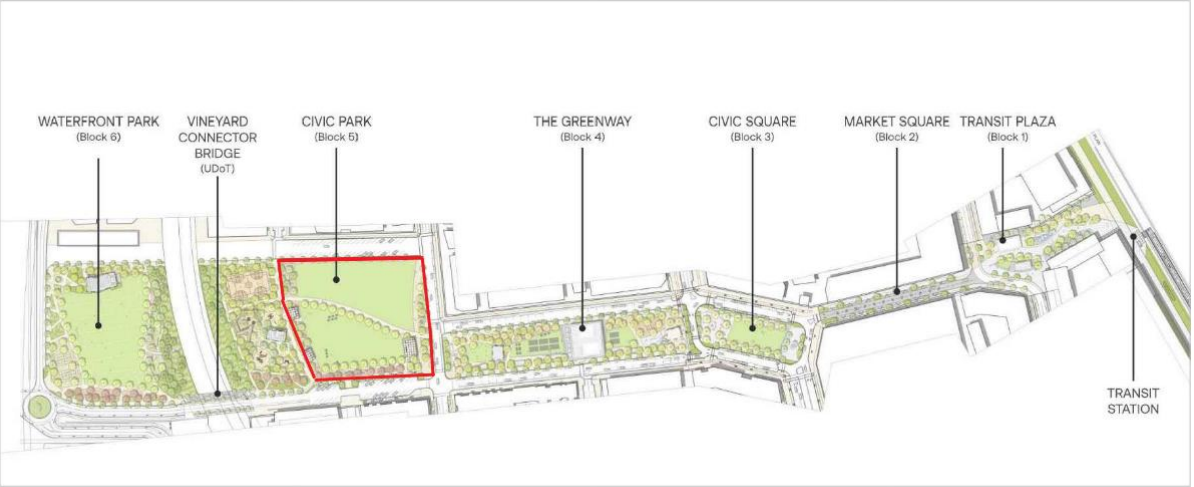
(1) To be designed in cooperation with the city per paragraph 9.1.1

EXHIBIT E
[Initial Phase]



Community Development

Date: December 6, 2023
From: Rachel Stevens, Planner
To: Planning Commission
Item: 5.5 Promenade Aquatics Facility
Permit: PLAN23-026 (City Inspect, within the Land Use and Development Module)
Address: Lake Promenade Block 5, Vineyard, Utah, 84059
Applicant: Bronson Tatton, Flagborough



BACKGROUND & ANALYSIS

Flagborough is proposing a resort pool facility to be located within Block 5 of the Lake Promenade. The site plan includes several pool areas, a splash pad, a restaurant, indoor facilities, and a lawn area. Parking will be located on surrounding streets and blocks that have been designed with adequate overflow.The materials for the buildings include metal roofing, stone, fiber cement, glass, and an exterior panel system. The height of the building measures 40’.

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment to the Lake Promenade and the aquatics facility with the following conditions.

CONDITIONS

1. The applicant receives approval from the Public Works Director after completing a full technical review with approval of Full Civil Construction Drawings, SWPPP, NOI, Infrastructure cost estimates, Transportation Impact Study and Utility Impact Study.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

“I move to approve the site plan requested by Bronson Tatton, with Flagborough, with the proposed conditions.”

ATTACHMENTS

Site Plan
Elevations
Parking Plan

LEGEND

1. RESTAURANT
2. OFFICE/ ADMIN/ LOCKER
3. SPA
4. LOCKER / CONCESSION
5. MAIN POOL
6. QUIET POOL
7. HOT POOL
8. COLD POOL
9. KID POOL
10. SPLASH PAD
11. WATER SLIDES
12. GATE
13. PUBLIC PLAZA
14. SHADE STRUCTURE
15. PUBLIC PERFORM/ EVENT LAWN
16. STAGE



IN PROGRESS CONCEPT

UTAH CITY PROMENADE RESORT POOL | VINEYARD CITY, UTAH

NORTH

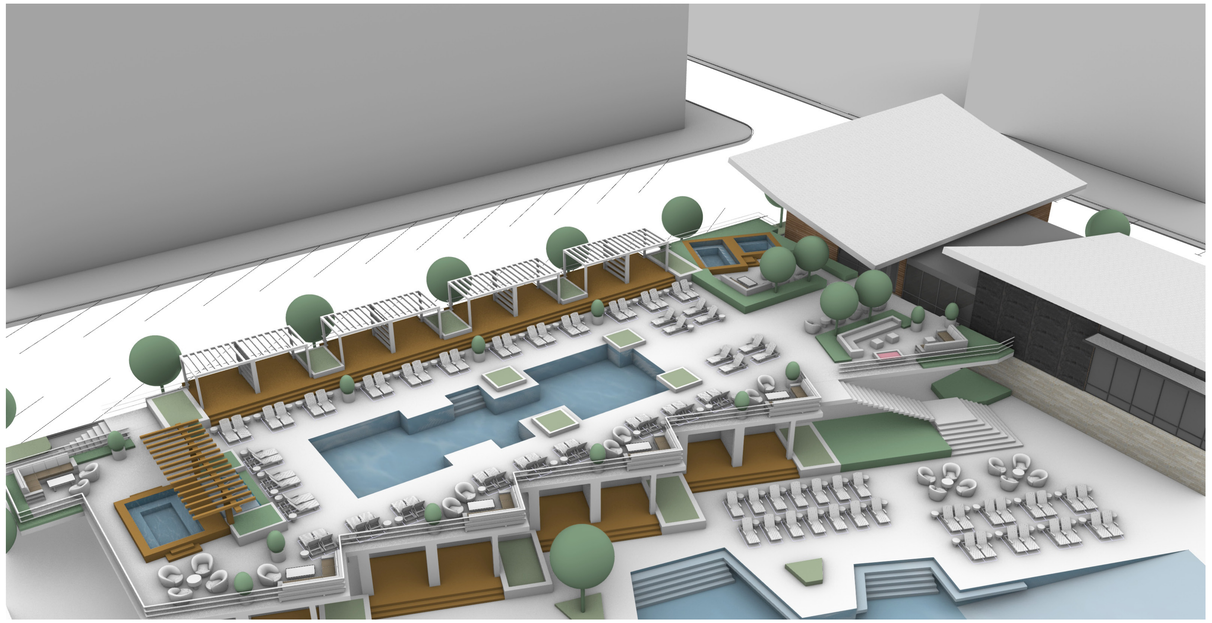
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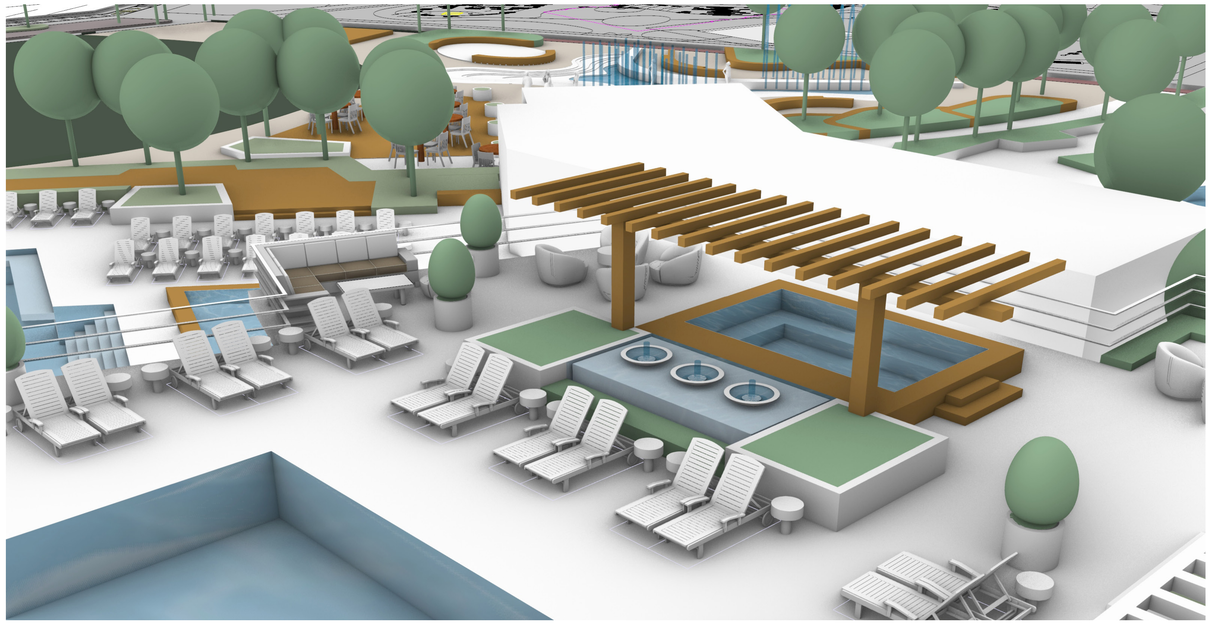


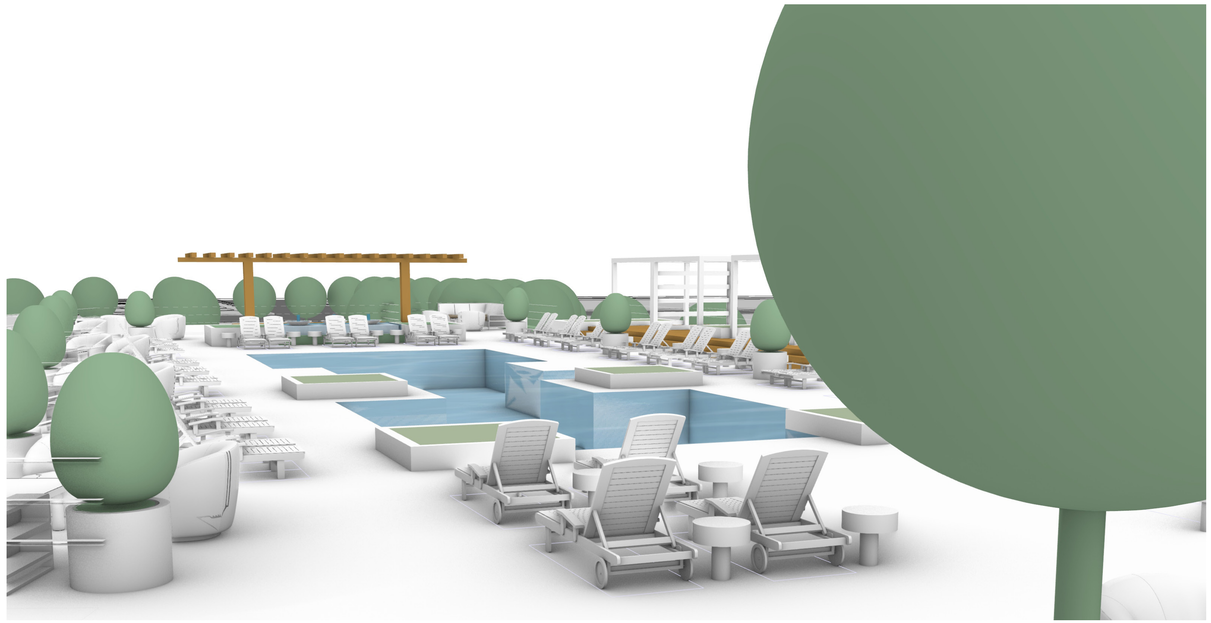








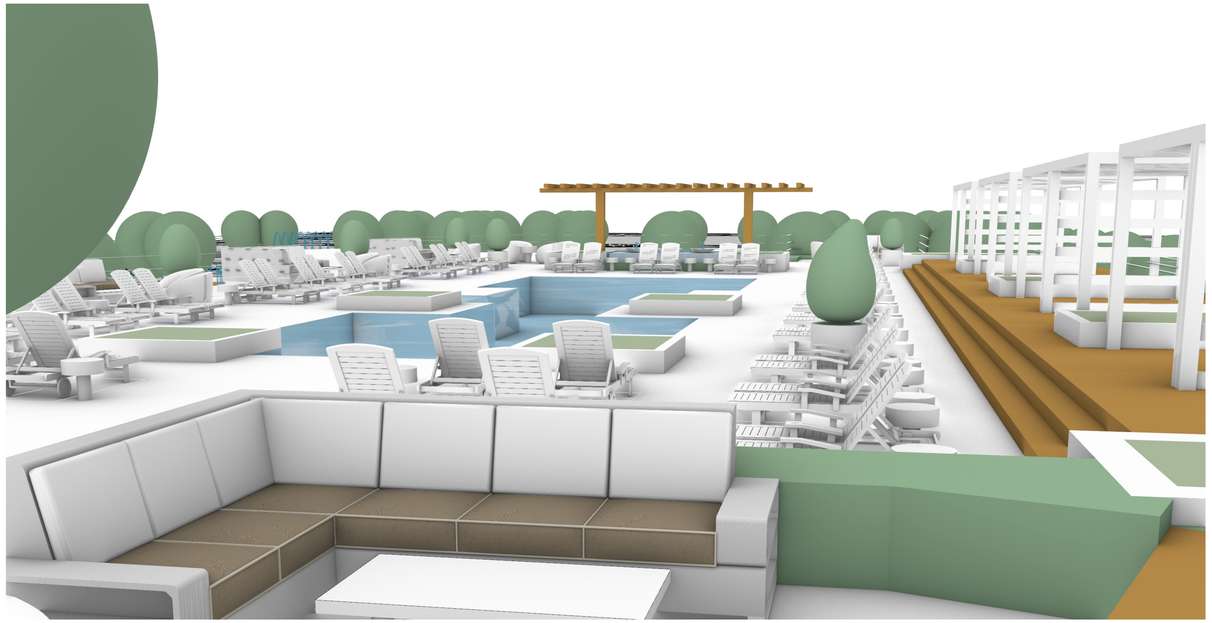


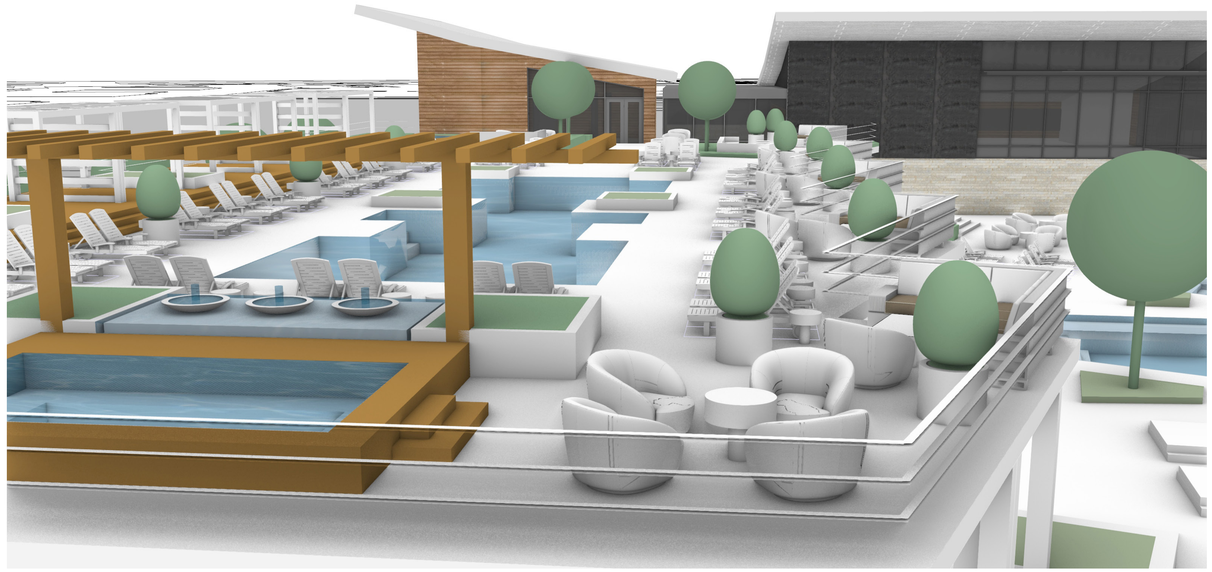


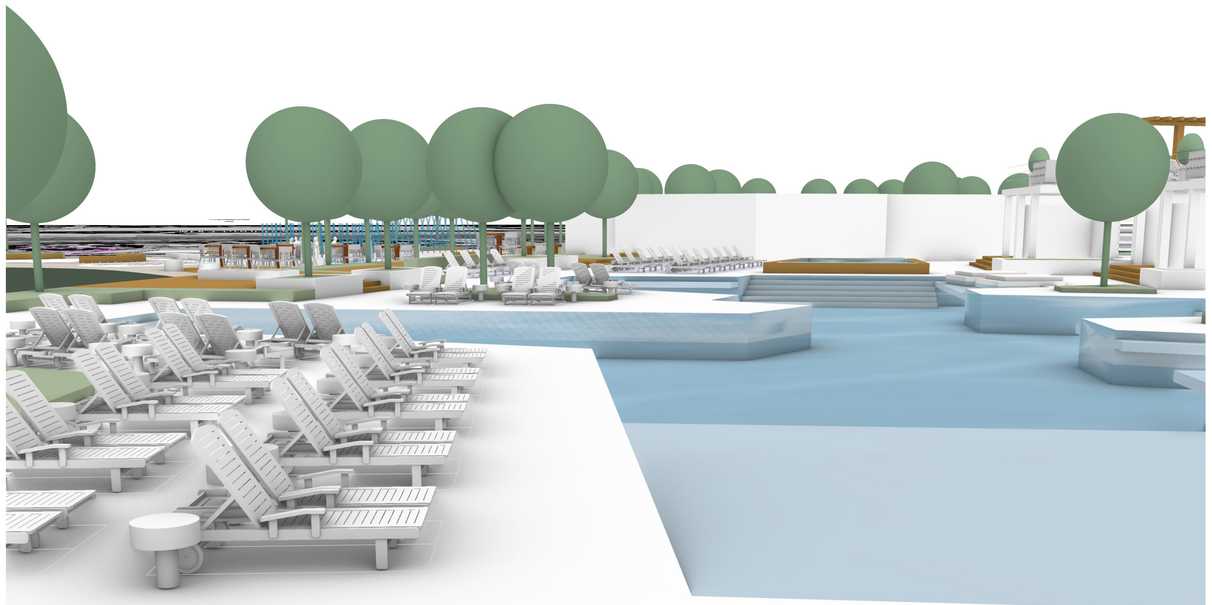
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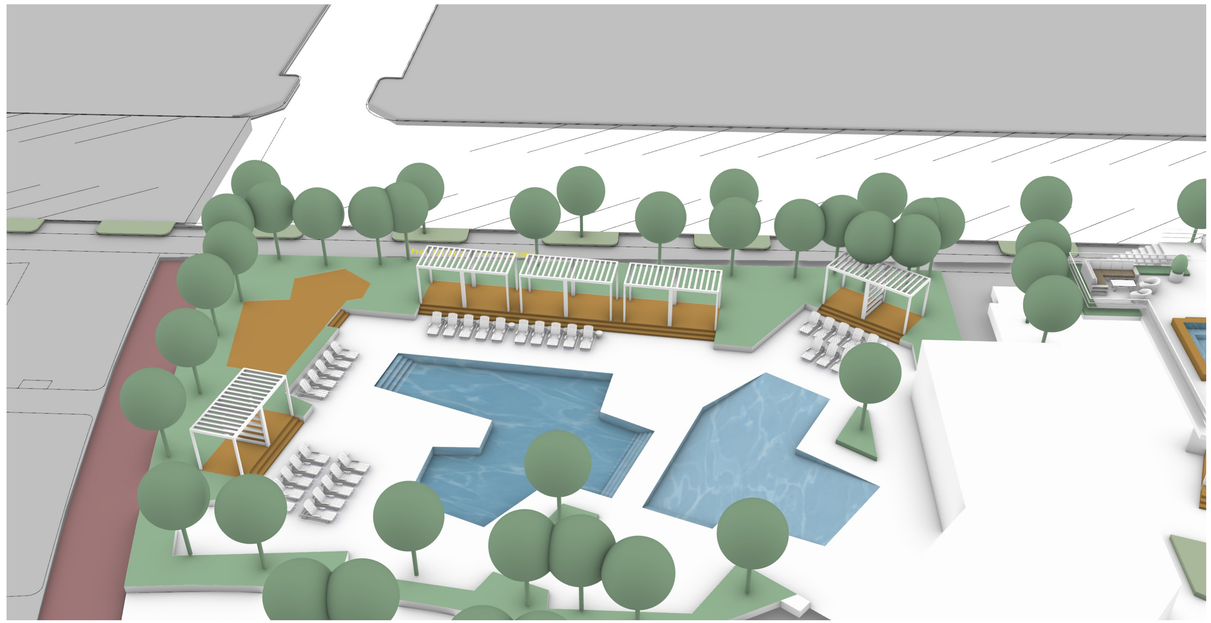
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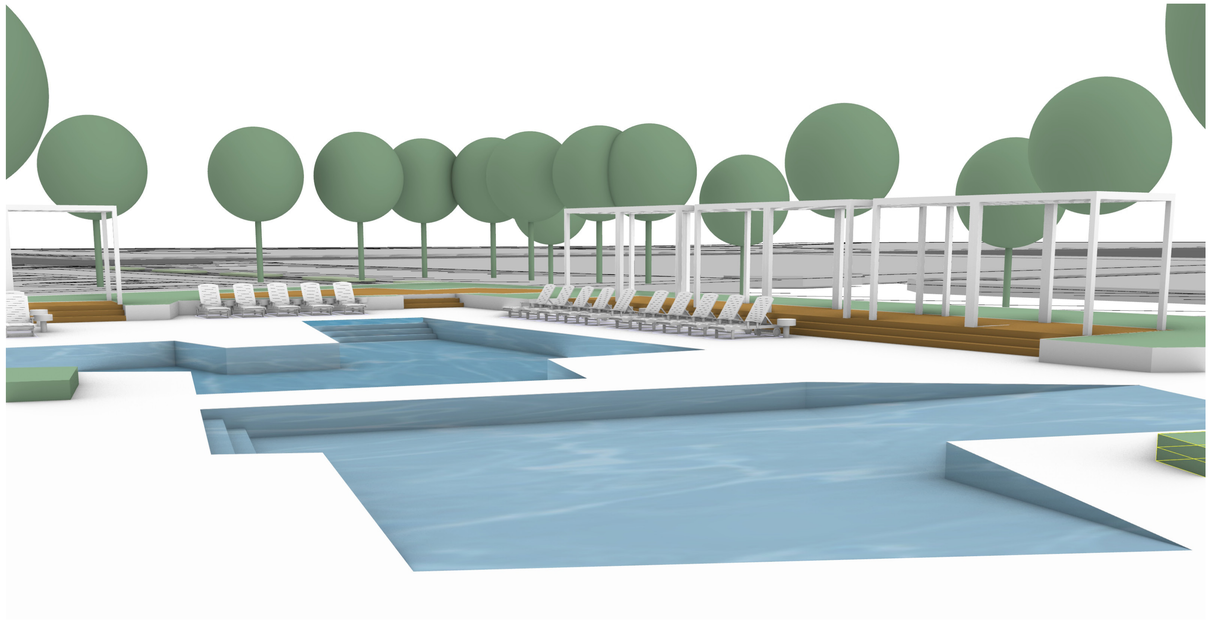
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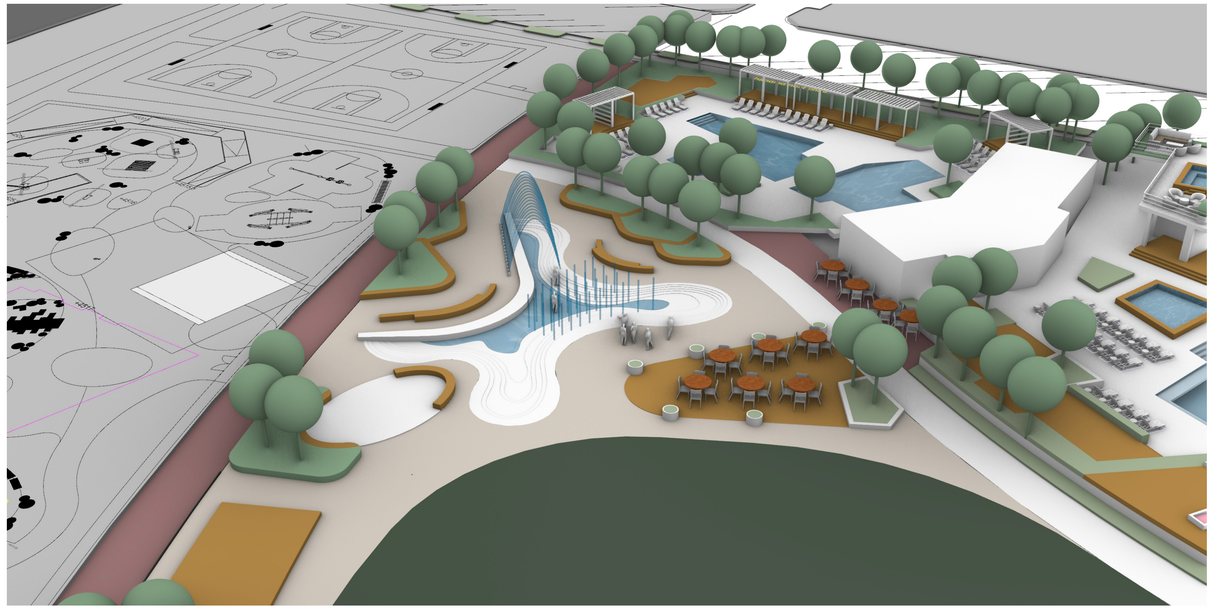


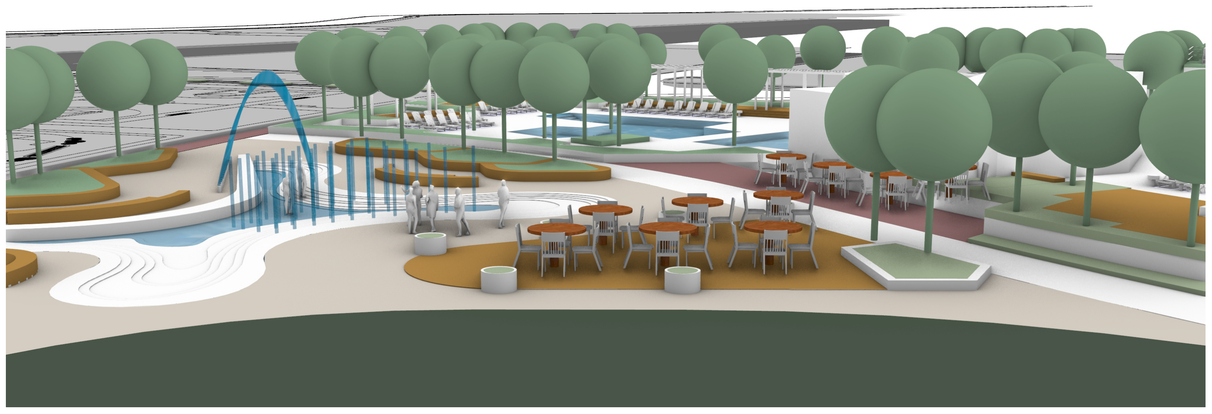


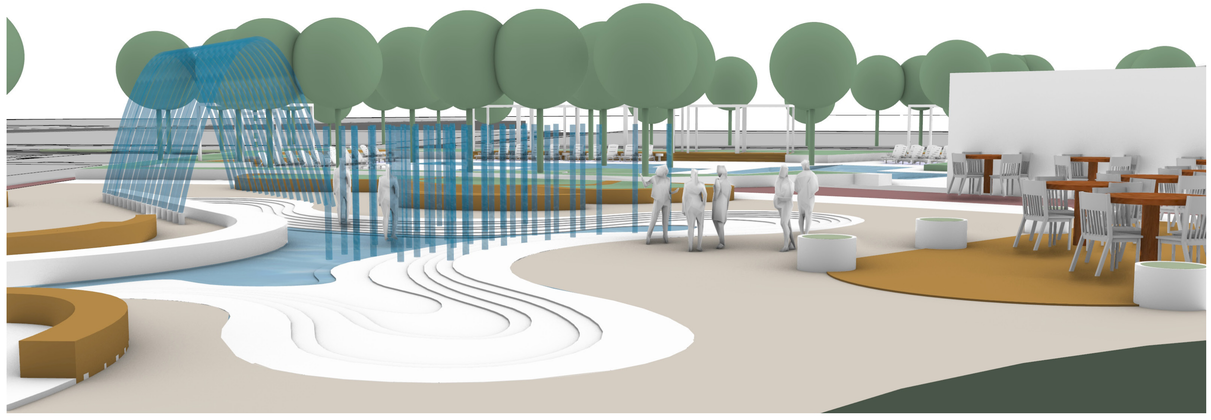


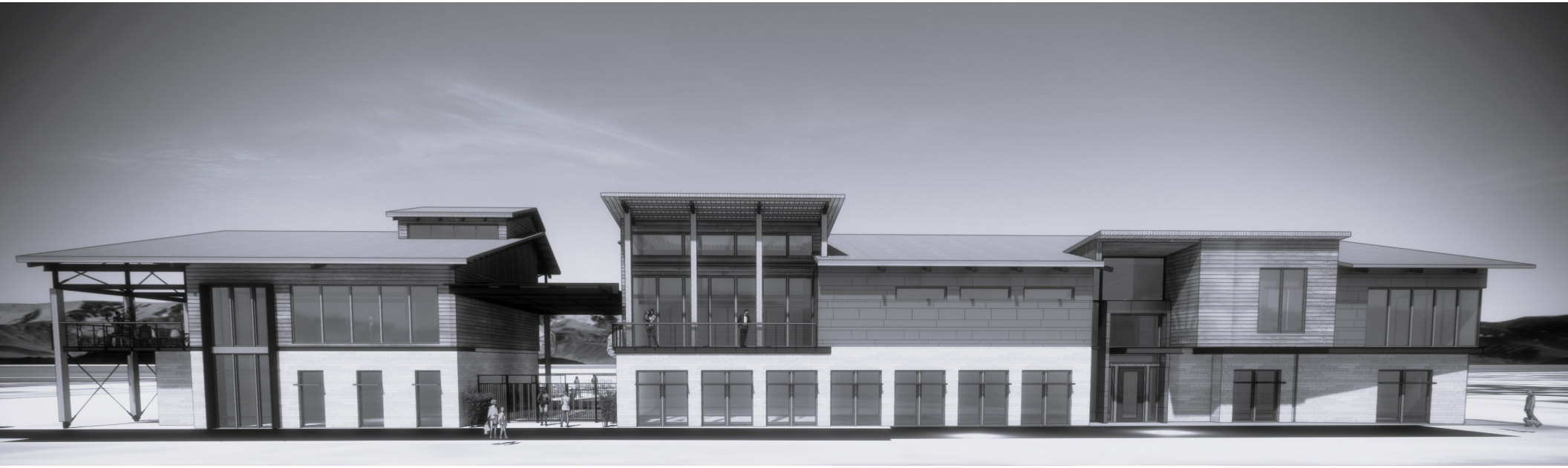




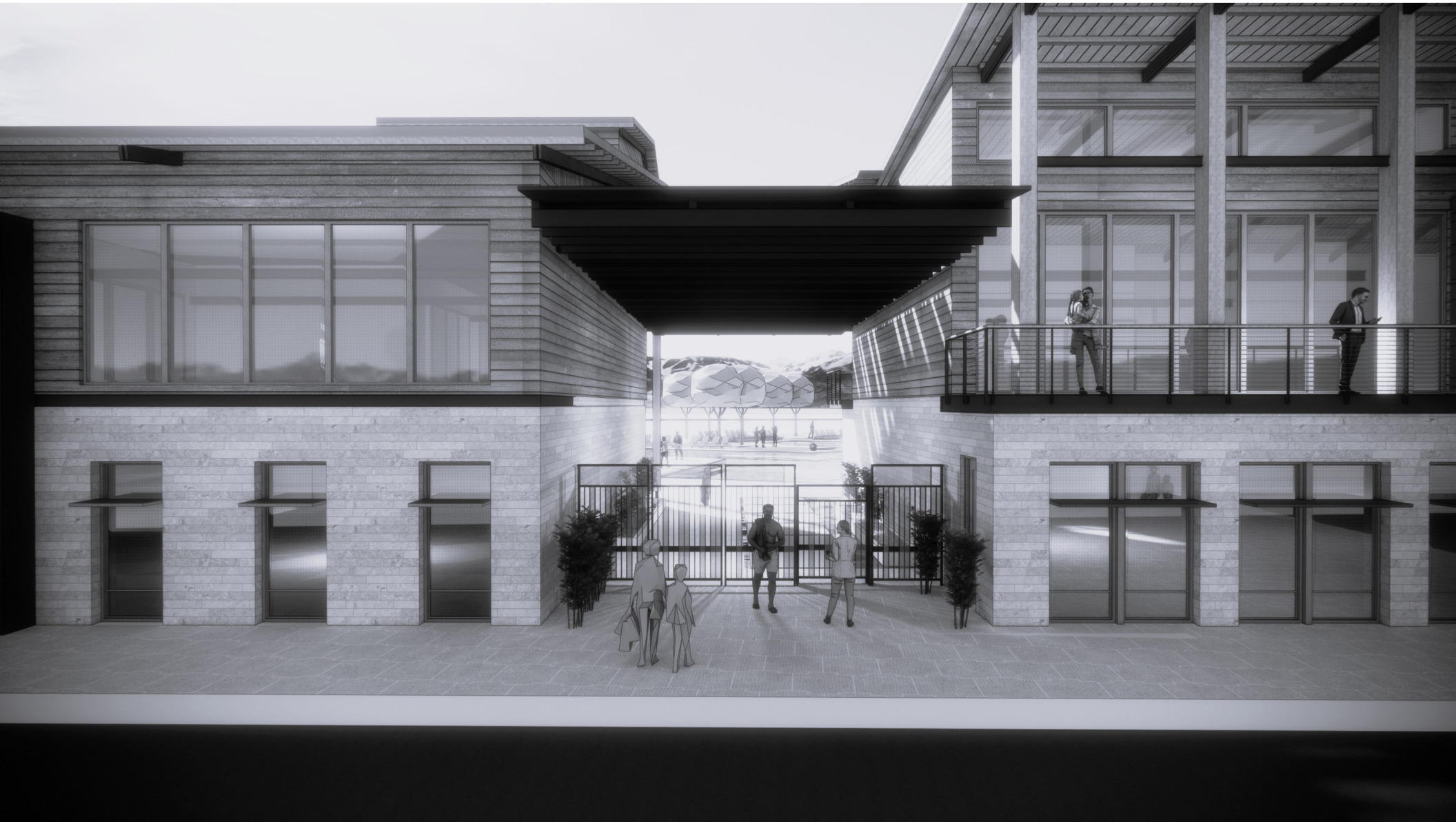




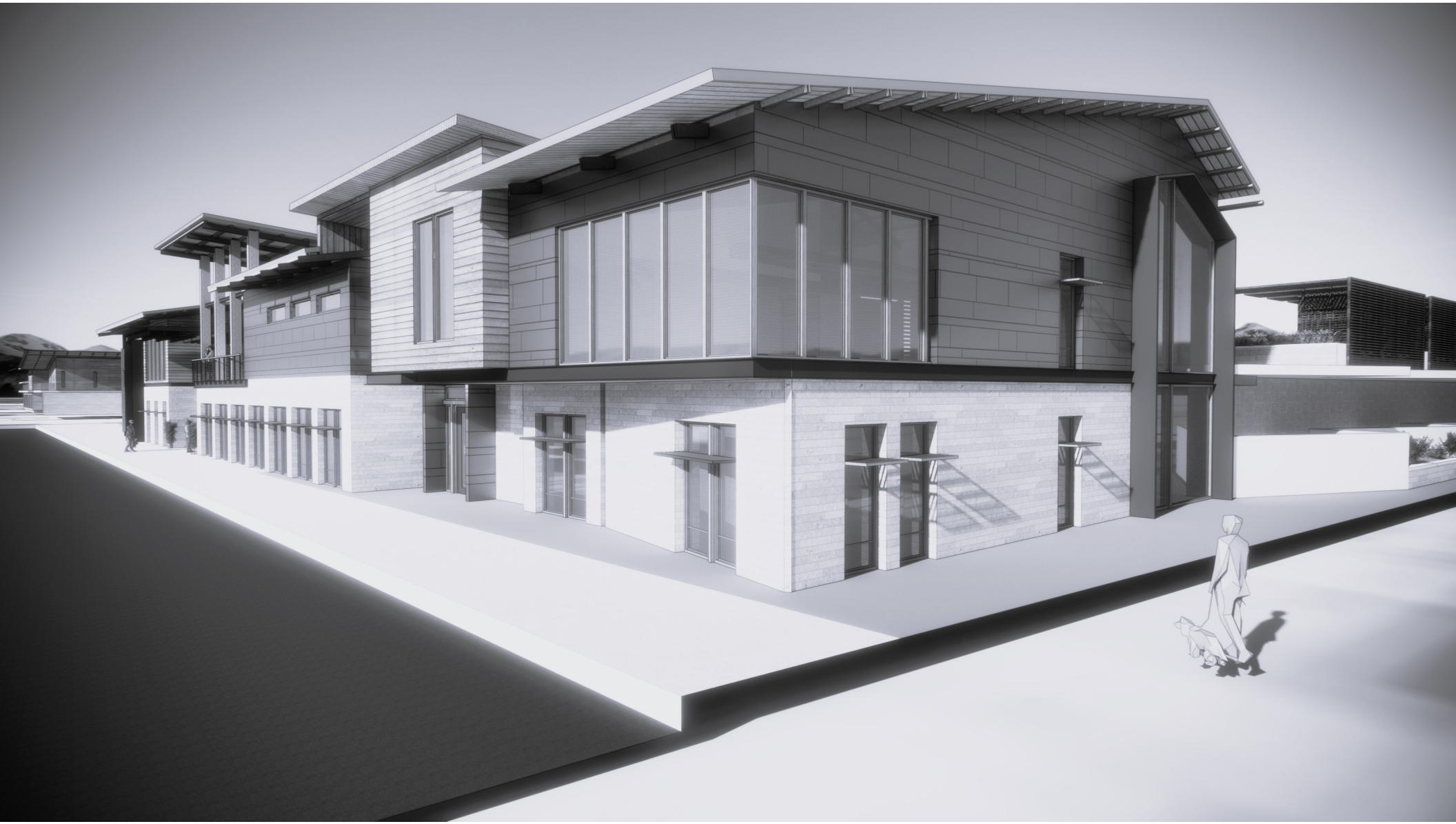


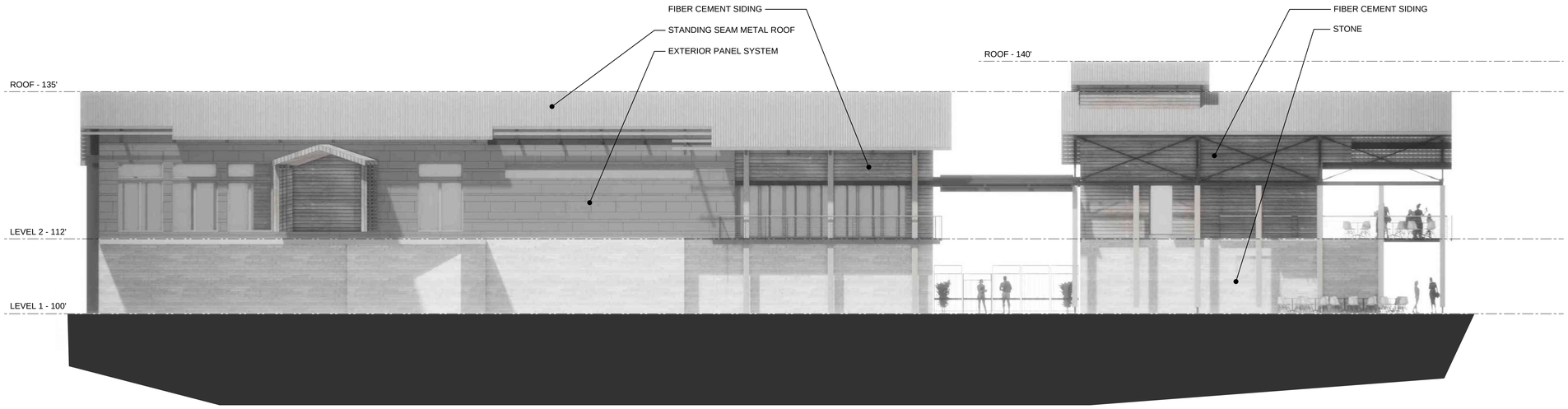




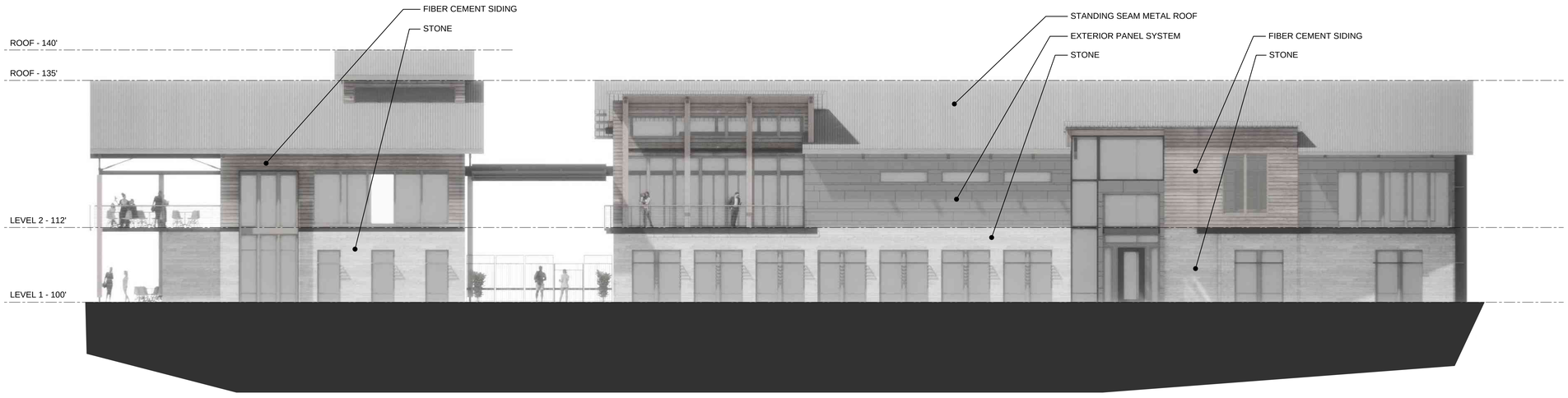








WEST ELEVATION



EAST ELEVATION

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · **FFKR.COM**

UTAH CITY PROMENADE - RESORT POOL
VINEYARD, UT
FLAGSHIP COMPANIES & WOODBURY CORP.
- DECEMBER 6, 2023

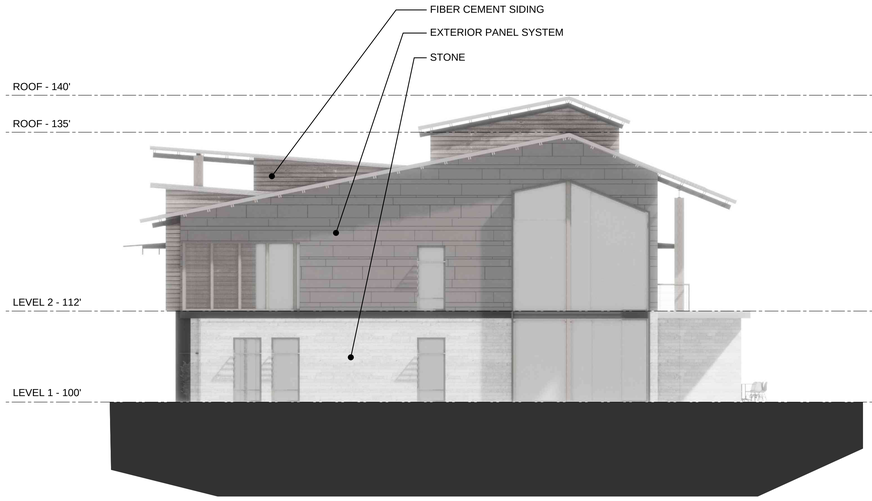
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PROJECT NUMBER 23123

EXTERIOR ELEVATIONS

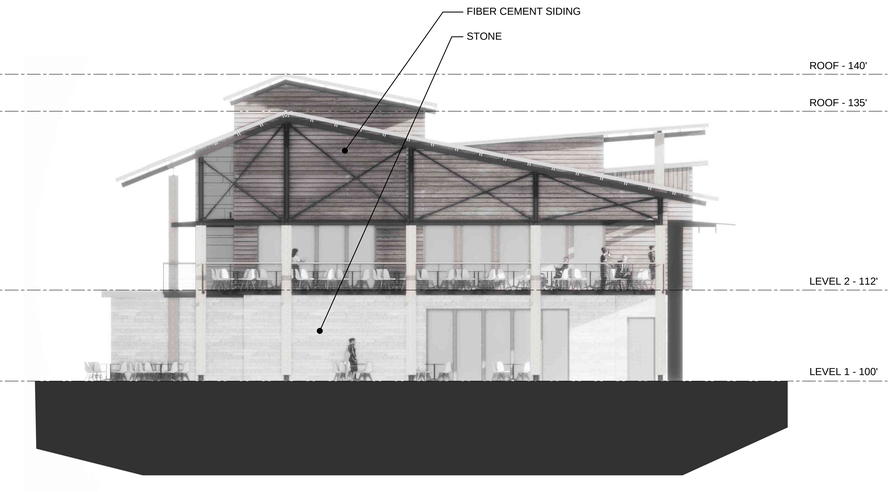
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NORTH ELEVATION

0" 8' 16'



SOUTH ELEVATION

0" 8' 16'

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VINEYARD, UT
FLAGSHIP COMPANIES & WOODBURY CORP.
- DECEMBER 6, 2023

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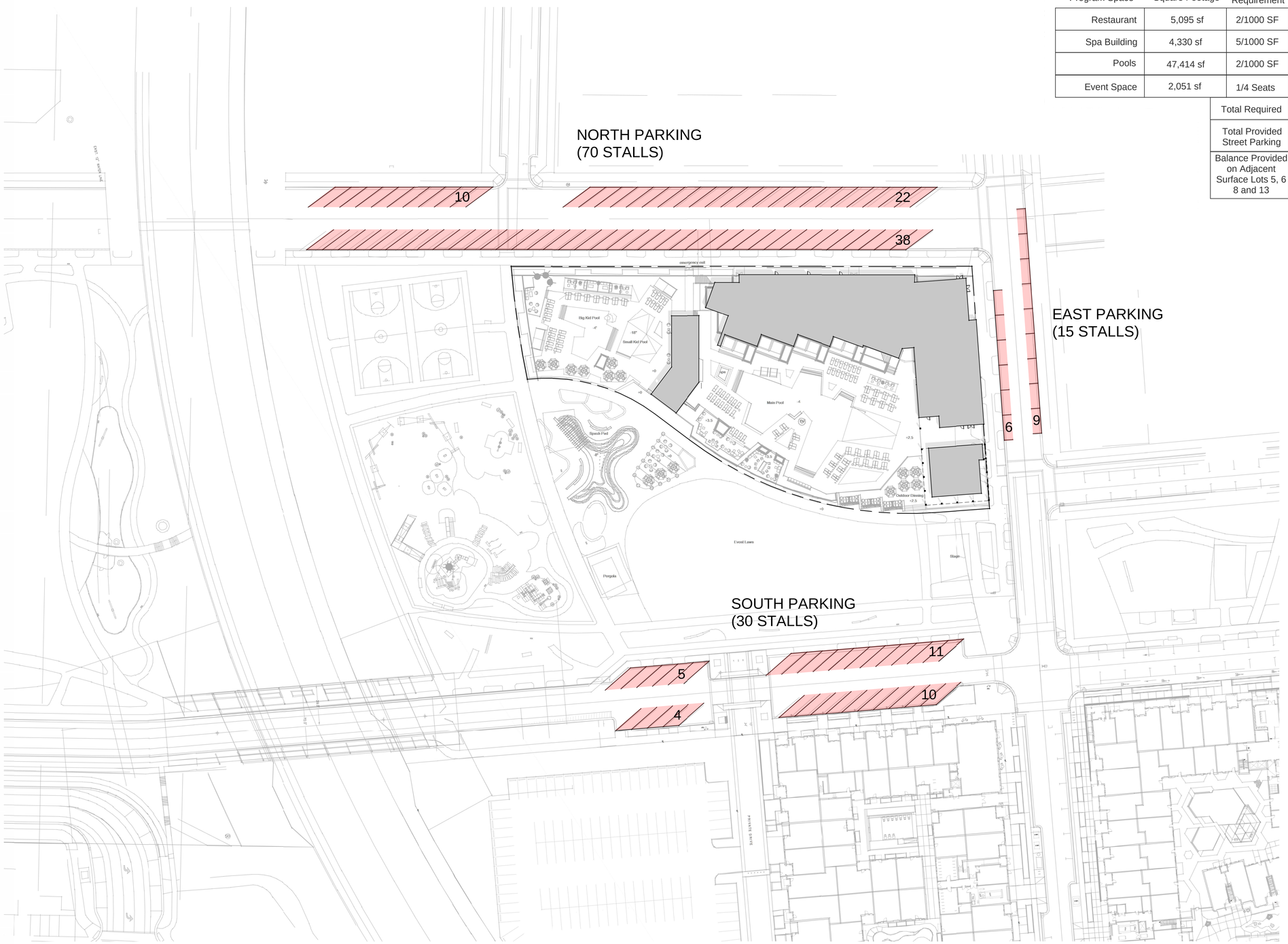
EXTERIOR ELEVATIONS

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PARKING CALCULATION

Program Space	Square Footage	Parking Requirement	Parking Required
Restaurant	5,095 sf	2/1000 SF	11 Stalls
Spa Building	4,330 sf	5/1000 SF	18 Stalls
Pools	47,414 sf	2/1000 SF	95 Stalls
Event Space	2,051 sf	1/4 Seats	35 Stalls
		Total Required	159 Stalls
		Total Provided Street Parking	115 Stalls
		Balance Provided on Adjacent Surface Lots 5, 6 8 and 13	44 Stalls



1 PARKING PLAN

SCALE: 1" = 40'-0"

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- DECEMBER 6, 2023

△ DATE REVISION

PROJECT NUMBER 23123

PARKING
SITE PLAN

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Utah City Parking Summary

Planning Commission 12/6/2023

	Auto Required	Auto Provided	Street Provided	Surplus Parking	Bicycle Required	Bicycle Provided
Block 5	382	382	43	43	30	30
Block 6	461	461	15	15	30	46
Block 8	367	386	23	42	20	72
Block 14	459	490	24	55	20	40
Aquatic Facility (Total)	159		115	-44		
Restaurant	11					
Spa	18					
Event Space	35					
Pool	95					
Total	**1,828**	**1,719**	**220**	**111**	**100**	**188**



UTAH CITY PARKING SUMMARY DIAGRAM

Created for Planning Commission 12.6.2023