

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 6th day of December 2023.

Attest:

Recorder

Mayor



PASSAGE BY MUNICIPAL COUNCIL
ROLL CALL VOTE

RESOLUTION NO 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**

ROLL CALL VOTE:

MAYOR JULIE FULLMER

COUNCILMEMBER TYCE FLAKE

COUNCILMEMBER AMBER RASMUSSEN

COUNCILMEMBER MARDI SIFUENTES

COUNCILMEMBER CRISTY WELSH

TOTALS

MOTION	SECOND	AYES	NAYS	ABSENT
		X		
X		X		
		X		
		X		
	X	X		
		5		

This Resolution was passed by the City Council of Vineyard, Utah on the 6th day of December 2023, by a roll call vote as described above.

CITY RECORDER'S CERTIFICATE AND ATTEST

This Resolution was recorded in the office of the Vineyard City Recorder on the 7th day of December 2023.

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Resolution No. 2023-50.

ATTEST:



City 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. Except 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

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 LAINE 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

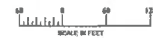
PHASE	# UNITS
PHASE 1	47
PHASE 2	20
PHASE 3	47
PHASE 4	35
PHASE 5	37
PHASE 6	46
PHASE 7	33
-GARAGE	13
PHASE 8	23
-GARAGE	11
TOTAL:	288
-GARAGE	24

B.#-X =
BUILDING
NUMBER AND
TYPE

NEW PARKING COUNTS:

VINEYARD ROAD NORTH:	48
VINEYARD ROAD SOUTH:	47
PHASE 1:	16
PHASE 2:	22
PHASE 3:	16
PHASE 4 FLD-WY TRAIL:	10
TOTAL NEW PARKING FOR POD 1:	167
PHASE 5-8 ADD PARALLEL:	22

POD 1: 288 UNITS
28.0 ACRES



NOTE:

UNDERGROUND VINEYARD ROAD ARE NEW
BACK-UP CURBS TO NEW BUILDING FACE OF WALL

1:3 CURB STATION PER PHASE TO BE INSTALLED

EXISTING VINEYARD ROAD STRIPING:

1:3 SHOULDER

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BUILDING TYPES - X

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GARDON

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 SUBDIVISION 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.

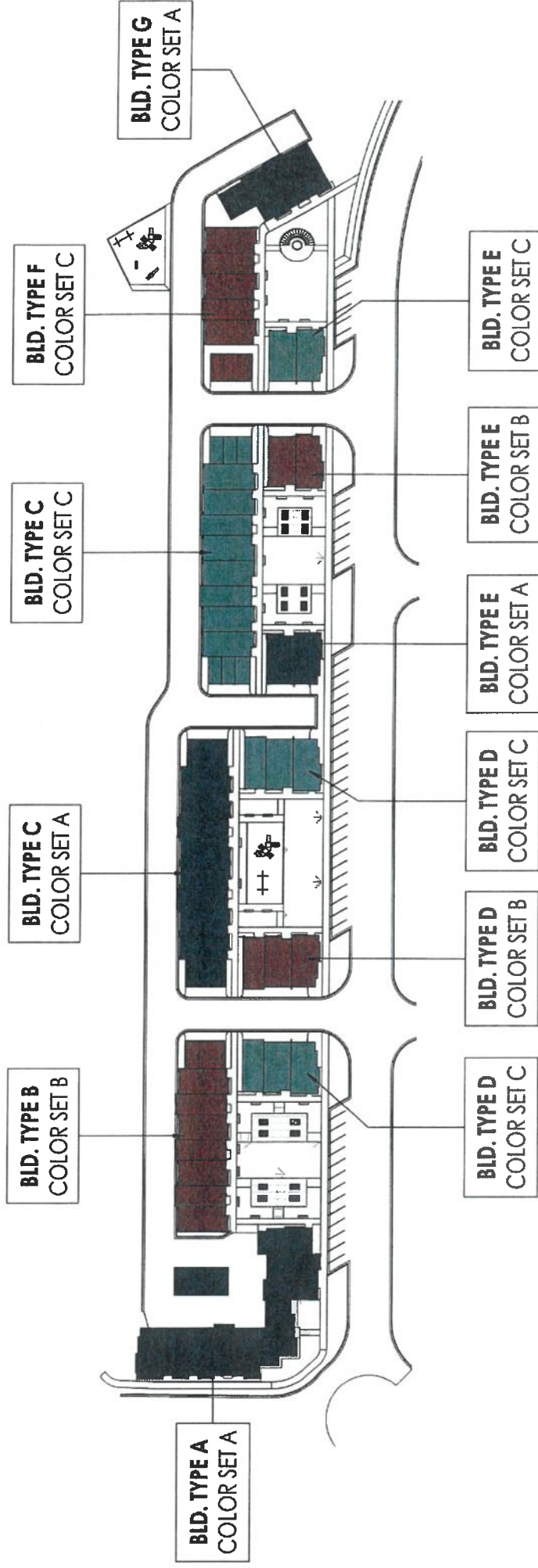
Tax ID: 18-018-0057

Tax ID: 18-018-0065

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

EXHIBIT G

SITE BUILDING COLOR KEY



COLORS ARE REPRESENTATIONAL ONLY

COLOR SET A - MATERIAL BOARD

EXHIBIT H



Corrugated Roof
Natural Texture
Jarden Zinc



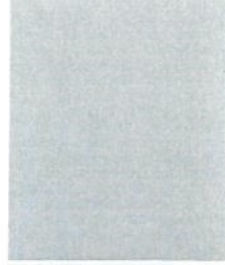
Asphalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Dress Blue
Sherwin Williams
SW 9176



Color 2
Tin Smith
Sherwin Williams
SW 7657



Storefront/ Windows
Dark Bronze
or similar approved color



THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

COLORS ARE REPRESENTATIONAL ONLY

09 NOVEMBER, 2022

COLOR SET B - MATERIAL BOARD

EXHIBIT I



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt Roof
George Town Gray
Certain Teed



Masonry
Painted with Color 3



Color 1
Arresting 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

COLOR SET C - MATERIAL BOARD

EXHIBIT J



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt 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



THE ORCHARDS, PHASE 7 & 8

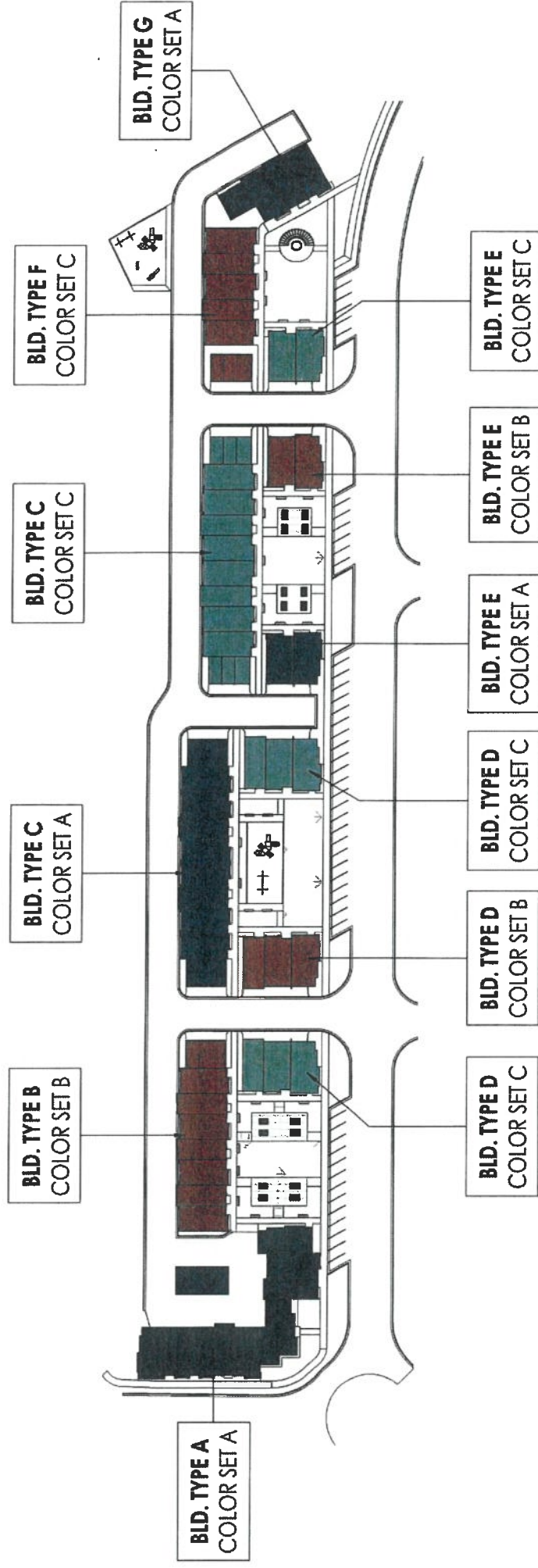
VINYARD, UTAH

COLORS ARE REPRESENTATIONAL ONLY

09 NOVEMBER, 2022

SITE BUILDING COLOR KEY

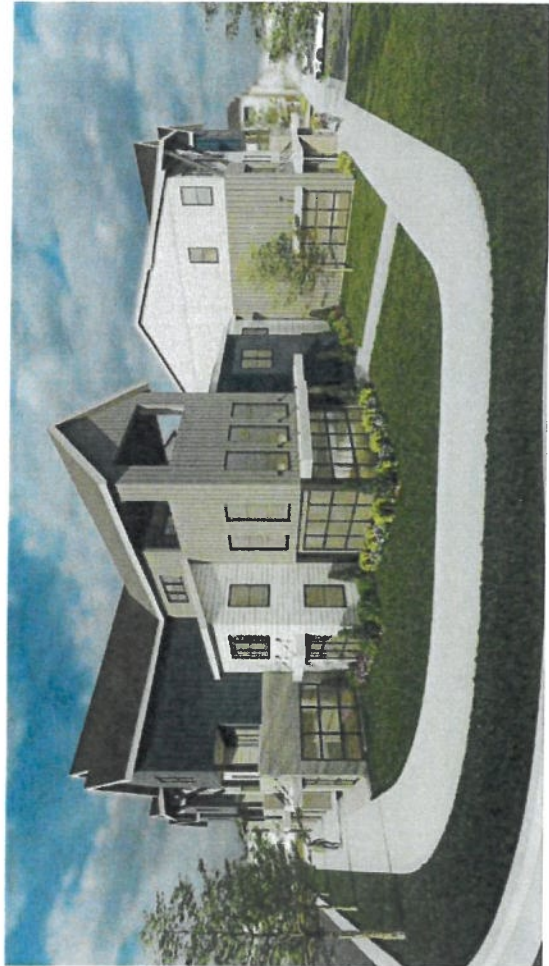
EXHIBIT G



COLORS ARE REPRESENTATIONAL ONLY

COLOR SET A - MATERIAL BOARD

EXHIBIT H



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt 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



Storefront/ Windows
Dark Bronze
or similar approved color

Color 3
Extra White
Sherwin Williams
SW 7006



THE ORCHARDS, PHASE 7 & 8

VINYARD, UTAH

COLORS ARE REPRESENTATIONAL ONLY

09 NOVEMBER, 2022

COLOR SET B - MATERIAL BOARD

EXHIBIT I



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt 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

COLOR SET C - MATERIAL BOARD

EXHIBIT J



Corrugated Roof
Natural Texture
Jarden Zinc



Asphalt 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