



**NOTICE OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
July 7, 2021 – 5:00 PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, July 7, 2021, starting at 5:00 PM in the 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 – *to be announced*

2. CONSENT AGENDA

2.1 [Approval of the June 23, RDA Meeting Minutes](#)

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – [Waters Edge Subordination Agreement](#)

City Manager Jacob McHargue will present a subordination agreement for the 2021 bonds. The RDA Board will take appropriate action.

4. ADJOURNMENT

RDA meetings are scheduled as necessary.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours before the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: July 6, 2021

CERTIFIED (NOTICED) BY: /s/Kelly Kloepfer

KELLY KLOEPFER, DEPUTY RECORDER



**MINUTES OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
June 23, 2021 – 7:34 PM**

Present

Absent

Chair Julie Fullmer
Boardmember John Earnest
Boardmember Tyce Flake
Boardmember Chris Judd
Boardmember Cristy Welsh

Staff Present: City Manager Jacob McHargue, City Attorney Jayme Blakesley, Building Official George Reid, City Engineer Naseem Ghandour, Assistant Public Works Director Chris Wilson, Deputy Chad Stilson with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Briam Perez, Water Manager Sullivan Love, Parks Manager Preston Jensen, City Recorder Pamela Spencer, Deputy Recorder Kelly Kloepper, Planning Commission Chair Bryce Brady, Planning Commissioner Amber Rasmussen

1. CALL TO ORDER

Chair Fullmer opened the meeting at 7:34 PM.

2. CONSENT AGENDA

2.1. Approval of the June 9, 2021 RDA Meeting Minutes

Chair Fullmer called for a motion.

 Motion: BOARDMEMBER JUDD MOVED TO APPROVE CONSENT ITEM 2.1. BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

3. BUSINESS ITEMS

3.1. PUBLIC HEARING – Amending the Fiscal Year 2021-2021 RDA Budget

City Manager Jacob McHargue will present amendments to the Fiscal Year 2020-2021 RDA budget. The RDA Board will act to approve (or deny) by resolution the amended Fiscal Year 2020-2021 RDA Budget.

Motion: BOARDMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 7:34 PM. BOARDMEMBER WELSH SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Mr. McHargue explained the amendment to the budget.

Motion: BOARDMEMBER EARNEST MOVED TO CLOSE THE PUBLIC HEARING AT 7:35 PM. BOARDMEMBER JUDD SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

 **Motion:** BOARDMEMBER WELSH MOVED TO ADOPT THE FISCAL YEAR 2021 FINAL BUDGET AMENDMENT AS PRESENTED BY STAFF. BOARDMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

3.2 **DISCUSSION AND ACTION – Waterfront Planning and Design Consultant**

Community Development Director Morgan Brim is recommending the RDA approve and sign a contract with FFKR and EDSA. The RDA Board will take appropriate action.

Mr. Brim gave an overview of the project and what the consultants would do.

Chair Fullmer commented that FFKR had a local connection as well as international experience, and understood Vineyard's vision. Boardmember Welsh commended Mr. Brim for bringing in exceptional applicants.

There was a brief discussion about the plan.

Chair Fullmer called for a motion.

 **Motion:** BOARDMEMBER EARNEST MOVED TO APPROVE CHAIR FULLMER TO SIGN A CONTRACT WITH FFKR AND EDSA FOR THE VINEYARD WATERFRONT PLANNING AND DESIGN SERVICES. BOARDMEMBER WELSH SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

4. ADJOURNMENT

Chair Fullmer called for a motion.

 **Motion:** BOARDMEMBER EARNEST MOVED TO ADJOURN THE MEETING AT 7:41 PM. BOARDMEMBER WELSH SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Kelly Kloepper
KELLY KLOEPFER, DEPUTY RECORDER



VINEYARD RDA STAFF REPORT

Meeting Date: July 7, 2021

Agenda Item: Flagship Subordination Agreement

Department: Finance

Presenter: Jacob McHargue, City Manager

Background/Discussion:

In July of 2014 the RDA entered into a reimbursement agreement with Flagship for the Water's Edge development. That agreement covers the reimbursement obligations of the RDA for developer-installed infrastructure. For the 2021 bonds to be classified as senior bonds we need Flagship to agree to subordinate the Water's Edge reimbursement agreement to the bonds. If the RDA were to ever get in a position that we did not have enough Tax increment to pay all the debts, subordination means that the Water's Edge loan would be paid only after the senior bond payments had been paid. Flagship is willing to take a second position if we can refinance a large portion of their reimbursement with the bonds.

As part of this subordination agreement, we anticipate refunding \$24,500,000 of the Water's Edge reimbursement obligation. Water's Edge has also agreed to pay \$300,000 towards the closing costs associated with the refinance. (This will be done through a credit against the reimbursement agreement)

Fiscal Impact: The fiscal impact is a reduction in the interest rate; it will reduce the interest rate associated with the reimbursement agreement from where it currently is at 7.5% to the rate of the new senior bonds which will be finalized when the bonds sell.

Recommendation: Staff recommends the RDA Board approve the subordination agreement as presented.

Sample Motion: I move to approve the subordination agreement and allow Chair Fullmer to sign the agreement.

Attachments: Subordination Agreement
WatersEdge Reimbursement Agreement

**DEVELOPMENT REIMBURSEMENT AGREEMENT
FOR
WATERSEDGE**

THIS DEVELOPMENT REIMBURSEMENT AGREEMENT ("Agreement") is made and entered as of the 9 day of July, 2014 (the "Effective Date"), by and between VINEYARD TOWN, a Utah municipal corporation, hereinafter referred to as "Town", the Vineyard Town Redevelopment Agency, hereinafter referred to as the RDA and Vineyard 241, LLC, hereinafter referred to as "Developer." Town and Developer are hereinafter collectively referred to as "Parties."

RECITALS OF FACT

- A. Developer owns or controls approximately 416 acres of land located within Vineyard Town and consisting of Utah County Serial Numbers: 18:019:005, 18:016:0011, 40:455:0001, and 40:455:0002 (the "Property").
- B. The Property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.
- C. Developer intends to develop the Property under Chapter 7 of the Vineyard Town zoning ordinance which allows property to be developed under a master planned community process. The master planned community proposed for the Property will be known as WatersEdge (the "Project").
- D. The Vineyard Town Council voted to approve the master planned community on June 25th, 2014 and adopt the WatersEdge Zone Plan (the "Plan") as the zoning district and regulations that the Project would be subject to a copy of which is attached as Exhibit B hereto and made a part hereof.
- E. The Property lies within the Vineyard Town Redevelopment Project Area and the major backbone infrastructure consisting in general of the major streets, sewer mains, storm water facilities, power facilities, dry utility lines, and water lines (more specifically identified in Exhibit C hereto) ("Backbone Infrastructure") and a large 18 acre park (the "Community Park") needed to develop the Project was planned to be installed and paid for by the Redevelopment Agency ("RDA") as part of the necessary redevelopment of the area at the cost of the Agency.
- F. The Developer desires to begin the Project before the RDA is ready and able to install the Backbone Infrastructure necessary for the Project.
- G. The Developer is willing to install the Backbone Infrastructure and the Community Park so that the Project may proceed subject to the RDA reimbursing the Developer for its costs related thereto.
- H. The Town, through its RDA, is willing to reimburse the Developer for its installation of the Backbone Infrastructure and the Community Park from the property tax increment collected

by the RDA generated from the Project on the terms set forth in this Agreement, conditioned on the Developer developing the Project as set forth in the Plan.

I. The Plan requires the Developer to dedicate certain open space in addition to the Community Park for public parks and trails which proposed dedications are more particularly described in Exhibit D hereto.

J. The Project and its development are subject to and shall conform with all of the Town's ordinances, rules and regulations, including, but not limited to, the provisions of the Town's General Plan (as amended), the Town's Zoning Ordinance (as amended), the Town's Development Code (as amended), the Town's impact fee ordinances, the Town's water rights dedication requirements and any permits issued by the Town pursuant to the Town's ordinances, regulations and engineering standards and specifications, all as adopted by the Town unless specifically modified by the adopted WatersEdge Zone Plan as set forth in Exhibit B hereto or 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 Town and Developer hereby agree as follows;

1. Incorporation of Recitals. The foregoing Recitals and Exhibits attached hereto are hereby incorporated into this Agreement, as a substantive part hereof.
2. Property Development. The Project is intended to be developed as a master planned community under provisions of the Plan.
3. Approval of Project. By execution of this Agreement, the Town evidences its approval and acceptance of the Project and its agreement to reimburse the Developer, through the RDA, for the Developer's costs related to the Backbone Infrastructure and the Community Park. The Plan establishes the zoning and development rights for the Property, and the use, density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Plan. The Town's approval of the Plan and execution of this Agreement grants Developer the right to develop the Property and construct the Project in accordance with the Plan. All submittals must comply generally with the Plan and Town ordinances.
4. Zoning. Along with this Agreement, the Town has adopted ordinance 2014-03 (the "Ordinance") which adopts the Plan as the specific development plan and regulations for the Property. The Parties acknowledge that the adoption of the Ordinance may be subject to a voter's referendum. If such a referendum is filed, the Ordinance and the Plan will not be effective until it is voted on by the Town voters. If the voters reject the Ordinance, the Plan will be revoked and the zoning regulations for the Property will revert to the zoning districts and regulations in existence prior to the adoption of the Plan and the Developer shall have the right to proceed and develop under those zone regulations and the promises, covenants, and conditions

set forth in this Agreement shall of no further force or effect except to the extent that the Developer may have installed Backbone Infrastructure prior to the decision on the referendum filed in which instance the Developer shall be entitled to be reimbursed for any Backbone Infrastructure installed, pursuant to the terms of any agreement between the Developer and the RDA.

5. Vested Rights to the Project. The Town agrees that the Developer's rights under this Agreement shall be vested in the Developer conditioned only upon the Developer complying with the terms of this Agreement and the Plan not being revoked by a referendum vote of the Town voters.

6. Phasing of the Project. The Developer may, at its option, phase the development of the Project as the market demands.

7. Open Space Requirements. The approved Plan requires the Developer to dedicate to the Town certain real property for open space, parks, and trails (collectively, the "Open Space"). The property intended to be dedicated is shown in the Plan as approved by the Town, and is more particularly described in Exhibit D hereto.

a. Timing of Dedication of the Open Space. The dedication of the Open Space shall take place immediately upon the Plan becoming finally approved and either not subject to referendum or approved by the voters. No subdivision plats may be approved until the Open Space has been dedicated to the Town.

b. Construction of Public Park and Trail Improvements by Developer. The Developer shall construct the Backbone Infrastructure contemplated by this Agreement in and/or around the Open Space. Such improvements shall be installed in conjunction with the development of the property immediately surrounding or adjacent to the Open Space to be dedicated to the Town. The Developer hereby agrees to install improvements for the public parks included in the Plan including the Community Park consisting of a parking lot, grading, grass, restroom facilities and a sprinkler system ("Basic Park Improvements") as a condition of the approval of the Project. These Basic Park Improvements for the Community Park must be completed within twelve (12) months after the Town approves its final plan for the Community Park. The Basic Park Improvements for the smaller parks must be completed in conjunction with the development of the property immediately surrounding or adjacent to each park. The Developer hereby agrees to install improvements in addition to the Basic Park Improvements in the Community Park which may to be included by the Town in its approved design for the Community Park ("The Final Park Improvements"). The Final Park Improvements and Basic Park Improvements for the Community Park installed by the Developer will consist of those included in the park design developed by the Town so long as those improvements cost no more than Four Million Seven Hundred Five Thousand dollars (\$4,705,000). The Final Park Improvements shall be completed by the Developer within twelve (12) months after the Town approves the seven hundredth (700) building permit within the Development. The costs of the Basic and Final Park Improvements are considered community and system improvements as opposed to project improvements; a necessary part of the redevelopment of the area; and shall be reimbursed to the Developer pursuant to the terms of this Agreement.

c. Construction of Backbone Infrastructure by the Town. In the event that Developer fails for any reason, other than Force Majeure, to timely construct the Backbone Infrastructure in the Open Space, the Town or its RDA, shall have the right to construct the Backbone Infrastructure in the Open Space after their dedication or conveyance to the Town.

d. Maintenance of Open Space. The Town shall assume full responsibility for the maintenance of the Open Space after acceptance, or as otherwise set forth in the Town Ordinances.

8. Payment of Fees. Except as otherwise set forth herein, Developer shall pay to the Town in a timely manner all of the required fees, to include but not be limited to all subdivision processing and recording fees, impact fees, inspection fees, which are due or which may become due in the ordinary course pursuant to the Town's ordinances in connection with the Project or any portion thereof, according to the Town's fee schedule as adopted at the time of the subdivision or permit request. Developer shall have a duty to pay all standard required fees assessed by the Town in those amounts which are approved and in effect at the time the fees are actually paid to the Town. Notwithstanding the foregoing or anything in this Agreement to the contrary, as a material inducement to the Developer to dedicate to the Town the Open Space and park areas, the Developer, its assigns, and successors in interest to any portion of the Property shall, in recognition of the fact that some of the dedicated Open Space and park improvements will not be reimbursed for or be credited with any density bonus, be credited with having paid ninety percent (90%) of any current or future impact fees for the acquisition, construction, or improvement of public park or open space facilities ("Park Impact Fees") now or hereafter enacted by the Town that are associated with the Project or building or developing the Property. Nothing in this Agreement shall be interpreted as either preventing or requiring the Town to enact a Park Impact Fee in the future.

9. Town Obligations. Subject to compliance with the terms of this Agreement by Developer, the Town agrees as follows:

a. Open Space Improvements. To develop and maintain at its own expense, and accept liability for the Open Space.

b. Town Reimbursement for Backbone Infrastructure. The Town agrees that it will reimburse to the Developer through the RDA the actual cost incurred by the Developer for the design and construction of the Backbone Infrastructure (the "Reimbursable Costs") as set forth in Exhibit C hereto and the Final Park Improvements from property tax increment received by the RDA from the Project on the following terms and conditions:

i. The amount reimbursed to the Developer in each taxable year shall be equal to 100% of the total available tax increment generated in that same taxable year by taxes collected on property within the Project until all costs for Backbone Infrastructure and Final Park Improvements have been reimbursed to Developer;

ii. The total available tax increment shall be equal to the total tax increment generated by the Property minus allocations for administrative costs, income-targeted housing

funds, and mitigation payments, if any. The total available tax increment will be equal to seventy percent (70%) of the total tax increment generated from this Project;

iii. The monies fronted to the Town for the design and construction of Backbone Infrastructure and Basic and Final Park Improvements shall accumulate interest, at a rate of seven and one-half percent (7.5%) per annum. Such interest shall accumulate continuously compounding on any unreimbursed funds, beginning from the date actual monies are paid by Developer for any design or construction of Backbone Infrastructure; and

iv. The Town shall activate the RDA for the area covering the Project when the area for the megaplex project on a neighboring parcel is activated but no later than June 1, 2017.

v. The Town and the RDA shall have the right, but not the obligation, to prepay this reimbursement obligation through other sources of funds such as bonding against future tax increment.

vi. It is understood and acknowledged by the Parties hereto that the reimbursement obligation of the Town and its RDA is contingent on the Project generating sufficient available tax increment and that if there is not sufficient available tax increment generated from this Project to reimburse the Developer that the Town and its RDA shall have no obligation to make up any short fall.

c. Standard Services. To provide standard municipal services to the Project including, without limitation, water service, sewer service, snow removal on public streets, and police and fire projection, subject to the payment of all fees and charges charged or levied therefore by the Town that are generally applicable to other similar properties in the Town.

d. Acceptance of Improvements. To maintain project and/or system improvements dedicated to the Town following satisfactory completion thereof by Developer, a Permitted Transferee or Developer Affiliate, and acceptance of the same by the Town, subject to all applicable warranty periods.

e. Vacate Roadway Easements/Rights of Way. Simultaneously with the dedication by Developer of the property to be utilized for Main Street and the new Vineyard Road/400 N., the Town shall vacate the current rights of way for Main Street and for Vineyard Road/400 N.

10. Construction Standards and Requirements.

a. General. All construction on the Property by Developer shall be conducted and completed in accordance with the Town's then current engineering standards and specifications, the provisions of this Agreement and the Town's current ordinances. The Backbone Infrastructure shall be constructed pursuant to the Town requirements.

b. Security for Backbone Infrastructure. Such security as may be necessary to guarantee the installation and completion of the Backbone Infrastructure shall be provided by the Developer as required by the Town's ordinances. Any such security shall be in the form as

required by the Town Engineer pursuant to Town ordinances, which security shall be reduced periodically and proportionately as such improvements are built by the Developer and are thereafter inspected and approved by the Town, which inspection and approval shall not be unreasonably withheld or delayed.

c. Indemnification. The Developer agrees to indemnify and hold the Town and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person of any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person (a) which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Property and (b) to the extent such are directly, substantially and proximately caused by any negligent acts of Developer or its agents, servants, employers, or contractors. The Developer shall not be responsible for, and such indemnity shall not apply to, the negligent or intentional acts of contractors who are not in the Developer's employ, nor to acts of third parties.

d. Town and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other improvements upon any portion of the Property by Developer, included within the Backbone Infrastructure, the Developer shall, at its expense, but subject to reimbursement hereunder, secure or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the Backbone Infrastructure. The Town shall reasonably cooperate with the Developer in seeking to secure such permits from other governmental entities.

e. Rights of Access. Upon reasonable notice during regular business hours, representatives of the Town shall have a reasonable right of access to the Property and any portion thereof during the period of any construction to inspect or observe any work or proposed development on the Property.

f. Compliance with Law. Developer shall comply with all applicable federal, state and local laws pertaining to Developer's activities in connection with the Property.

h. Inspection and Approval by the Town. The Town may, at its option, perform periodic inspections of the Backbone Infrastructure. No work involving excavations shall be covered until the same has been inspected by the Town's representatives and the representatives of any other governmental entities having jurisdiction over the particular improvements involved. The Town shall inspect any such excavations after notice by the Developer within a reasonable time. The Developer shall warrant the materials and workmanship of all bonded Backbone Infrastructure installed by Developer, for a period of twelve (12) months from and after the date of final inspection and approval by the Town. The Town shall, at the time of final approval, if requested by the Developer, provide written confirmation of the date of final approval and completion of the improvements.

i. Use and Maintenance During Construction. Developer covenants and agrees that, during construction, it shall develop the Property for the uses set forth in the Plan. During the period of construction of the Backbone Infrastructure constructed by Developer (the

“Developer’s Construction Period”), Developer shall keep the subject portion of the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall make its best efforts to contain its construction debris so as to prevent its scattering, due to reasonably anticipated circumstances via wind and water. Developer shall likewise keep the streets free from mud and erosion debris during Developer’s Construction Period, and shall remove snow from and keep the streets clean during such period.

11. Default. An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder where those obligations are due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, 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, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

12. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

a. Only those remedies available in equity, consisting of injunctive relief and, specific performance. 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;

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured; and

c. The right to draw upon any security posted or provided in connection with the Backbone Infrastructure.

The rights and remedies set forth herein shall be cumulative. However, nothing in this Section or this Agreement shall be construed as providing the Town the right to declare all parties to this Agreement deemed “Developer” in default upon the occurrence of an Event of Default by a single “Developer.”

13. 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 Developer: Vineyard Flagship 241 LLC
C/O Peter Evans
170 S. Interstate Plaza, Suite 250
Lehi, UT 84043

To the Town: Vineyard Town
240 E. Gammon Rd.
Vineyard UT 84088
Atten: Mayor

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

14. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising 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. Integration. This Agreement, together with the Exhibits hereto, integrates all of 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.

c. 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.

d. 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, successors and assigns (if any assignments are allowed as provided herein).

e. Non Liability of Town Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to Developer, or any successor in interest or assignee of Developer, for any default or breach by the Town, or for any amount which may become due to Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. 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 Town, Developer and any Permitted Transferees or Developer Affiliates.

g. 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.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Town and Developer.

i. 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, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of Final Plats, Certificates of Occupancy or other approvals associated therewith.

j. 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.

k. Construction. This Agreement has been reviewed and revised by legal counsel for both the Town and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Development Agreement.

l. 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. No consent, approval, permit, license or authorization by any party, or the absence thereof shall make that party liable in any manner for the matter subject to that consent, approval, permit, license or authorization or the consequences thereof. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances and standards.

m. 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.

n. Termination.

i. Any termination may be effected by the Town 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 complete the Project. Such notice and cure period shall be in addition to any notice and cure period provided under the "Default" Section above. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or Certificates of Occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

o. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, 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.

p. 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.

q. 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, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

r. Priority and Subordination. This Agreement shall be recorded against the Property senior to all liens (other than liens of non-delinquent taxes and assessments) and/or trust deeds encumbering the Property. All present and future lenders, lien holders and trust deed holders of any type holding liens or encumbrances on any portion of the Property hereby agree (a) that such liens or encumbrances shall automatically be subordinate to this Agreement and all future amendments to this Agreement, and (b) to execute and deliver within ten (10) days following delivery of a written request for the same, any additional documentation that may be reasonably required by the Town or the Developer to confirm that subordination.

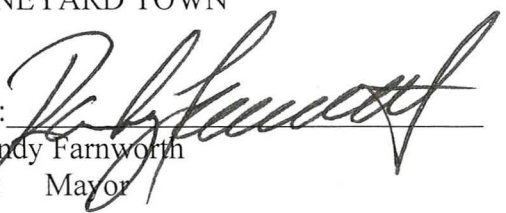
s. Estoppel Certificate. Within thirty (30) business days following delivery to any party of a written request for an estoppel certificate respecting the status of performance under this Agreement and including a proposed form for that estoppel certificate, the party to whom that request was delivered 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.

t. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

u. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

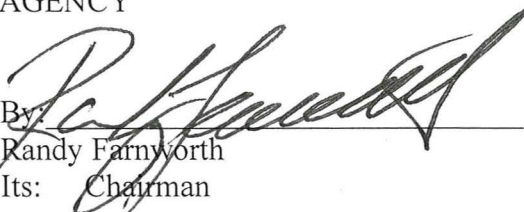
IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

"TOWN"
VINEYARD TOWN

By: 
Randy Farnworth
Its: Mayor

ATTEST: 

"RDA"
VINEYARD TOWN REDEVELOPMENT
AGENCY

By: 
Randy Farnworth
Its: Chairman

"DEVELOPER"


By: Peter Evans

Its: Authorized Agent

EXHIBIT - A

GENEVA TWO PARCELS

Geneva Park West Record of Survey Map Lot 1 (87.50 acres) and Lot 2 (87.50 acres).

SOD FARM THREE PARCELS

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 26.02 CHAINS, THENCE WEST 36.05 CHAINS TO THE MEANDER LINE OF UTAH LAKE THENCE ALONG SAID LINE AS FOLLOWS NORTH 14° EAST 2.17 CHAINS; THENCE NORTH 5° WEST 24.07 CHAINS; THENCE LEAVING SAID LINE EAST 37.5 CHAINS TO BEGINNING. EXCEPTING THEREFROM THAT PORTION WITHIN THE COUNTY ROAD. ALSO LESS THAT PORTION OF THE NORTH END OF THE NORTHEAST QUARTER OF SECTION LYING NORTH OF THE COUNTY ROAD.

ALSO THE BOUNDARY LINE OF PARCEL 1 IS ALSO MADE SUBJECT TO THE PARTICULARS AS SET FORTH BY STIPULATION FOR SETTLEMENT OF UTAH LAKE BOUNDARY BETWEEN THE STATE OF UTAH AND THE CORPORATION OF THE PRESIDING BISHOPRIC OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, RECORDED DECEMBER 14, 1999 AS ENTRY NO. 128739 IN BOOK 5298 AT PAGE 627 OF OFFICIAL RECORDS; STIPULATION FOR PARTIAL SETTLEMENT OF UTAH LAKE BOUNDARY BETWEEN THE STATE OF UTAH AND THE UNITED STATES OF AMERICA RECORDED SEPTEMBER 18, 2001 AS ENTRY NO. 94662:2001 OF OFFICIAL RECORDS; AFFIDAVIT OF A. JOEL FRANDSEN RECORDED MARCH 27, 2003 AS ENTRY NO. 46094:2003 OF OFFICIAL RECORDS.

PARCEL 2:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°25.03. WEST 2,052.30 FEET ALONG THE SECTION LINE TO A POINT WHICH IS 662.64 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 28°49.57. EAST 465.96 FEET; THENCE SOUTH 89°55.03. WEST 876.46 FEET TO THE SECTION LINE; THENCE SOUTH 01°32.22. EAST 1,433.06 FEET ALONG THE SECTION LINE TO A POINT WHICH IS 804.25 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 89°52.00. EAST 1,012.70 FEET; THENCE SOUTH 42°43.00. EAST 295.50 FEET; THENCE SOUTH 26°03.00. EAST 552.37 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED GAMMON ROAD (PER THE HOMESTEADS AT VINEYARD PROJECT NO. AND.011.06 PREPARED BY GILSON ENGINEERING); THENCE NORTH 89°38.03. EAST 432.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY 177.10 FEET ALONG THE ARC OF A 2,051.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER

BEARS SOUTH $00^{\circ}21.57$. EAST AND THE CHORD BEARS SOUTH $87^{\circ}53.32$. EAST 177.05 FEET WITH A CENTRAL ANGLE OF $04^{\circ}56.51$.) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH $85^{\circ}25.06$. EAST 151.78 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY 168.30 FEET ALONG THE ARC OF A 1,949.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH $04^{\circ}34.54$. EAST AND THE CHORD BEARS SOUTH $87^{\circ}53.32$. EAST 168.24 FEET WITH A CENTRAL ANGLE OF $04^{\circ}56.51$.) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH $89^{\circ}37.52$. EAST 308.49 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE QUARTER SECTION LINE; THENCE NORTH $00^{\circ}36.23$. WEST 878.70 FEET ALONG THE QUARTER SECTION LINE; THENCE EAST 858.00 FEET TO THE WESTERLY RIGHT- OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD; THENCE NORTH $29^{\circ}16.47$. WEST 1,788.09 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE QUARTER SECTION LINE; THENCE NORTH $00^{\circ}36.23$. WEST 160.38 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 6.10 CHAINS; THENCE SOUTH $89-1/2^{\circ}$ EAST 13.38 CHAINS; THENCE NORTH $28-1/4^{\circ}$ WEST 7.06 CHAINS; THENCE WEST 10.04 CHAINS TO BEGINNING.

EXHIBIT - B

WatersEdge Zone Plan

Vineyard, UT

Prepared For:
Woodside Homes
Flagship Homes

June 2014



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I. Introduction

WatersEdge is a master planned community that includes a range of residential homes from large homes on large lots to multi-family/condominium housing and is located within a network of open spaces including parks, trails and native open areas. WatersEdge has been designed to promote an active family lifestyle where residents are encouraged to walk between neighborhoods and several community gathering places including the Utah Lake shoreline. WatersEdge residents will enjoy living in a community that is unique among Utah County neighborhoods.

Major development including backbone streets, public parks, recreation complexes and open space improvements is planned to be completed during the first phase of development helping to insure the viability of a successful master plan community.

A. Purpose and Intent

It is the intent of WatersEdge Zone Plan to provide a comprehensive planning tool for coordinating development of the WatersEdge master planned development. In meeting this objective, the WatersEdge Zone Plan establishes land uses, zoning standards and design guidelines to ensure orderly, high quality development of the site. It will serve as a framework through which future, more detailed, plans and information may be reviewed.

B. Authority

This Zone Plan is prepared and adopted based upon the authority, of Chapter 7 of the Town of Vineyard Zoning Ordinance section 761 through 779. These sections provide for the preparation and adoption of a Zone Plan to master plan property within the Town that has unique characteristics requiring site specific zoning, development standards and design guidelines. Once adopted, the Zone Plan will become the zoning for the property except as provided in the Zone Plan document. The zone will apply toward the entire WatersEdge community and be known as the WatersEdge Zone. The Zone Plan Provides flexibility and encourages innovative design, while setting development standards to facilitate the design review of subsequent site plans.

Any conflicts with other regulations or guidelines will be resolved through the entitlement process.

C. Modifications to WatersEdge Zone Plan

Modifications to the approved Zone Plan which will not affect the general intent of the plan may be approved administratively by the Town Planner as a minor change. These modifications may include the following:

1. Planning Areas –
 - a. Changes in the size of Planning Areas not exceeding 10 percent of their gross area, as long as the maximum number of units is not exceeded.
 - b. Changes in the use of a Planning Area, provided that the proposed use of a Planning Area is a less dense use than the approved use.
2. Trails - Changes to the location of pedestrian routes as depicted on the Circulation Plan.
3. Parks - The configuration and park amenities of parks depicted in the Master Land Use Plan.
4. Signage - Changes in monumentation signage, materials and colors as long as the proposed changes are compatible with existing monumentation in WatersEdge and the typical plans in the Zone Plan. Sign sizes shall stay consistent with the Town of Vineyard standards.
5. Walls and Fencing - Changes in materials and color that are compatible with typical wall and fencing details shown in the Zone Plan. Privacy walls shall be a maximum of six feet in height except where it may be necessary to exceed six feet for sound attenuation.
6. Phasing - Phasing that differs from the Conceptual Phasing Plan and the Public Facilities Phasing Plan of the Zone Plan as long as infrastructure and community facilities needs of the community are met.

Changes in major design criteria such as a more intensive land use, minimum lot size, park dedication requirements, and roadway standards will require an amendment to the Zone Plan.

D. Relationship to General Plan and Current Zoning

The Town of Vineyard's General Plan map (see figure 1) shows that the north property is master planned for MUR (Mixed Use Residential). The south property is master planned SFR (Single Family Residential), OS (Open Space) and LOMU (Lake Oriented Mixed Use).



Figure 1

The WatersEdge Zone Plan allows for the development of 2,100 dwelling units.

The current zoning of the property is HDR-1 (High Density Residential) on the north half and A-1 (Agricultural) on the south half.

The Zone Plan addresses residential density, as outlined in the WatersEdge Zone Plan. Residential density is the number of lots per gross acre of land and is affected by the minimum lot sizes, the range of lot size, the area devoted to streets and the amount of open space provided.

The WatersEdge Zone Plan is to act as the WatersEdge zone and ordinance.

E. Project Location and Setting

The WatersEdge project consists of approximately 419 acres located in the Town of Vineyard and generally north of Center Street, south of the proposed Vineyard Connector and between the UTA/UP rail line on the east and Utah Lake on the west. Main Street, traveling north from Center Street, divides the property as does Vineyard Road/400 North that travels east to west through the middle of the property (see Figure 2).

WatersEdge comprises is comprised of two properties. The northerly approximately 175 acres (north of Vineyard Road) was historically part of the Geneva Steel property. The southerly property is approximately 241 acres and historically has been farm owned by the Church of Jesus Christ of Latter Day Saints (LDS Church).

The north half of the property was part of the Geneva Steel site and was used as a cooling pond to provide water used in the mill as part of the process of making steel. A dike currently remains around much of the property.

As of December 2005, The State of Utah Department of Environmental Quality issued an approval for "No Further Action" on the evaporation Pond portion of the project (see exhibit "A").

The majority of the south half of the property has been a sod farm owned by the LDS church and leased and operated by a sod farm. A portion of the center of the property is a mix of wetlands and pasture used for farm animal grazing. The sod farming operation contributed a substantial amount of runoff that flowed into the wetlands area. There is an existing residence on the property and several maintenance buildings.



Figure 2
Aerial Photograph

Exhibit "A"



State of Utah

Department of
Environmental Quality

Dianne R. Nelson, Ph.D.
Executive Director

DIVISION OF SOLID AND
HAZARDOUS WASTE
Dennis R. Downs
Director

JON M. HUNTSMAN, JR.
Governor

GARY HERBERT
Lieutenant Governor

December 28, 2005

Mark C. Barnes, Manager
Environmental Affairs
U.S. Steel Corporation
600 Grant Street
Pittsburgh, PA 15219-2749

Russell Christensen, Chief Engineer
Geneva Steel Corporation
10 South Geneva Road
P. O. Box 2500
Provo UT 84603

Subject: Approval for "No Further Action" Status for the Pipeline to the Blast Furnace Evaporation Pond, Solid Waste Management Unit (SWMU) 3.18A of Solid Waste Management Unit Group SWMUG 3.18 and the Pipe System at the Blast Furnace Evaporation Pond, SWMU BF-22 of SWMUG 3.07 -- Geneva Steel Facility, Vineyard, Utah

Dear Mr. Barnes and Mr. Christensen:

The Division of Solid and Hazardous Waste is in receipt of your request for a "No Further Action" designation for SWMU 3.18A (Pipeline to Blast Furnace Evaporation Pond) of SWMUG 3.18 and SWMU BF-22 (Pipe System and sediment at Blast Furnace Evaporation Pond) of SWMUG 3.07. The two requests are based on results of verification investigation work conducted at those units between November of 2004 and February and March 2005 respectively. Both investigations were conducted in accordance with approved work plans dated September 2004 and February 11, 2005 respectively.

The general objective of the work plan in the case of SWMU 3.18A was to verify that data collected in 1996, (CH2M Hill, Screening Investigation) were consistent with the conclusion that no action levels were exceeded for soil samples collected. This will support evidence of no environmental impact from SWMU 3.18A and hence a basis for a "No Further Action" status for SWMU 3.1A.

Specific objectives of the verification investigation were:

1. Removal of the pipeline (SWMU 3.18) for disposal or recycling
2. Performance of confirmatory sampling to verify that concentrations of specific chemicals of interest analyzed were below the risk-based criteria for soils underlying the pipeline
3. Characterization of residual materials (solids, liquids) found within the pipeline (SWMU 3.18) for proper management
4. Determination of the need for any further investigation including the need for corrective action requirements or a justification that corrective action is complete.

In the case of SWMU BF-22, the general objectives of the work plan were to verify that previous data gathered was consistent with the categorization of the SWMU as a Category A SWMU as listed in the Verification Investigation Work plan (VIWP) and that there are no chemicals of interest above screening levels established for sediments.

Specific objectives of the verification investigation were:

1. To characterize the current nature and extent of specific chemicals of interest in sediments overlying the polyester-reinforced hypalon liner in the Blast Furnace Evaporation pond.
2. To characterize residual materials found within the pipe system that rims the Blast Furnace Evaporation Pond.
3. To determine the appropriateness of using SWMU BF-22 pond sediments as fill material in other areas of the facility.
4. To determine the need for any corrective action work based on the information gathered.

The Division has reviewed the data and findings contained in both reports and concludes that US Steel Corporation and Geneva Steel (USS/Geneva Steel), with its consultants, have conducted the investigation in accordance with the approved work plan. In addition, the data analyses presented followed the set methodology using the Site Specific Screening Levels (SSSLs) found in the approved VIWP.

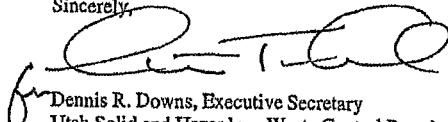
As indicated by the data, no chemicals of interest (TPH, BTEXN, PAHs, Metals, total cyanide, etc) from soils or sediments at both SWMUs were found to be above their respective SSSLs during the TIER 1 screening process. In addition, the cumulative Tier 1 residential risks were shown to be below target risk levels at both SWMUs.

Based on the above and review of the documents, the Division concurs with the conclusions as stated. USS/Geneva Steel may go ahead and reclassify the two SWMUs (3.18A and BF-22) with a "No Further Action Status" (NFA - corrective action complete without controls) since they qualify for such designation.

Additionally, USS/Geneva Steel may also use the sediment from SWMU BF-22 (Blast Furnace Evaporation Pond) as fill material in other areas of the facility since data indicate that the material does not pose any risk to human health and the environment (Screening Ecological Risk Assessment, 1993 and 2004).

However, USS/Geneva Steel is required to submit to the Division for approval, within 30 days, a procedure to track and account for SWMUs reclassified with an NFA status. For further inquiries on this matter, please contact Eric Baiden or Rocky Stonestreet of my staff at (801) 538-6170.

Sincerely,


Dennis R. Downs, Executive Secretary
Utah Solid and Hazardous Waste Control Board

DRD/EB/k

c. B. Mustoe, URS
B. Cormier, PEER
Joseph K. Miner, M.D., MSPH, Executive Director, Utah County Health Department

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Geneva Steel File

II. Zone Plan

A. Project-Wide Development Plans and Standards

1. Comprehensive Land Use Plan

The Comprehensive Land use Plan establishes the distribution of land uses and residential densities across the property. It illustrates the street network and illustrates areas that are proposed for parks, trails and open spaces (see Figure 3). The areas of development, parks, open space and roads are conceptual and may be modified as each individual phase is developed – so long as the general intent of the Plan is not modified.

WatersEdge provides for the development of residential and public facilities within the framework of a comprehensive “master-planned” community. The mixture and distribution of land uses maintains a balance between population, community services and recreation needs.

- **Residential Uses**

The residential areas are seen as a collection of individual neighborhoods identifiable by their varied product types and architectural character.

The WatersEdge community provides for a range of housing product types. The intent is to provide for a variety of housing opportunities with a range of lot sizes to meet several housing market segments. Proposed single family housing types include estate-type residential, conventional single family homes, and detached cluster homes on minimum lot sizes ranging from 2,400 to 20,000 square feet. In addition, single family attached homes developed at 10 dwelling units per acre and townhomes between 12 to 19 dwelling units per acre are proposed. Multi-family/condominium residential units are also proposed at 19 dwelling units per acre.

The plan provides for a maximum of 2,100 dwelling units with the following breakdown:

Location	Acreage	D.U. per Acre	D.U.
Northern Property	175 Acres	Average of 8.0	1,391
Southern Property	244 Acres	2.9 (includes wetlands)	709
TOTAL	419 Acres	5.0	2,100

Figure 3
Comprehensive Land Use Plan

Approximately, 75.9 acres of parks and open space including 18.7 acres of community and urban parkway are distributed throughout the project site providing recreational and open space opportunities for residents of the WatersEdge and the surrounding community. The plan provides for both active and passive recreational amenities. Active parks and open spaces include the sports park, lake park, and neighborhood parks and make up 32.1 acres of the total parks and open space area. Passive open spaces include detention basins and right of way areas that are not utilized by the trail system, and makes up 27.20 acres of the total parks and open space area including 24.4 acres of accessible delineated wetlands.

- **Pedestrian Trail Uses**

Pedestrian connections between neighborhoods and gathering places such as parks, community recreation centers, schools and churches are an important part of making living in WatersEdge a unique experience.

The pedestrian connections are made along a system of parkways and trails that will provide residents with the opportunity to walk or ride a bicycle north, south, east and west and travel to any of the important gathering places planned within the community.

Working in concert with the parkways is a series of trails that are located within designated easements throughout the community. The trails make east / west connections between neighborhoods and gathering places such as the sports park and the two community recreation centers.

These amenities provide a common thread which weaves the various areas of the community into a cohesive whole.

General Provisions and Development Standards

The following provisions are intended to act as the overall community standards relating to land use:

1. The WatersEdge project area shall be developed according to the approved Land Use Plan and may include – at the land owner's discretion – up to a maximum of 2,100 dwelling units located on 418.9 gross acres.
2. Land uses and development standards shall be in accordance with the provisions established for the property.

3. Planning Area boundaries – Each land use area designated on the Land Use Plan contained herein shall be referred to as a Planning Area.
4. All development and construction in the WatersEdge project area shall comply with all provisions of the various building, mechanical, electrical, plumbing, fire, and security codes adopted by the Town of Vineyard.
5. The designated city park(s), shall be maintained by the Town of Vineyard following completion of the improvements and acceptance by the Town Council. The Town's acceptance of the park facilities is based upon the completion of the improvements to Town of Vineyard's standards, transfer of clear title to the Town, final approval and acceptance by Town Council. All other common open space areas, pocket parks, landscaping, or private property owned by a home owner's association or a private property owner shall be maintained by their respective owners.
6. Standards relating to community design elements will conform to the WatersEdge Design Guidelines.
7. All Signage, including but not limited to monuments, entry walls, and commercial advertising shall be consistent and conform to the Town of Vineyard's standards.
8. All development in the WatersEdge project area must substantially conform to the uses and provisions of the WatersEdge project. Agricultural activities shall be permitted in any Planning Area prior to development.
9. Building lots can be consolidated in each planning area to provide school or church sites if needed by obtaining a minor amendment to the Zone plan. The amendment may be approved administratively by Vineyard Town planning staff.

2. Circulation Plan

The Circulation Plan (Figure 4) is intended to provide a vehicular and pedestrian circulation network through the WatersEdge community, and provide access to existing and proposed arterials surrounding the site. The plan is based on the concept of several planning areas linked by a central loop road which connects to surrounding arterials. Elements of the circulation system include:

- Roads
- Pedestrian Trails w/ Bike Trail Option (Per City Standard)
- Open Space and Community Connectivity

Roads

The additional space needed for the trail system and sidewalks will require that the Town of Vineyard road standard widths be increased to accommodate the changes. Roadway designs and details are to be approved by the Town Engineering staff.

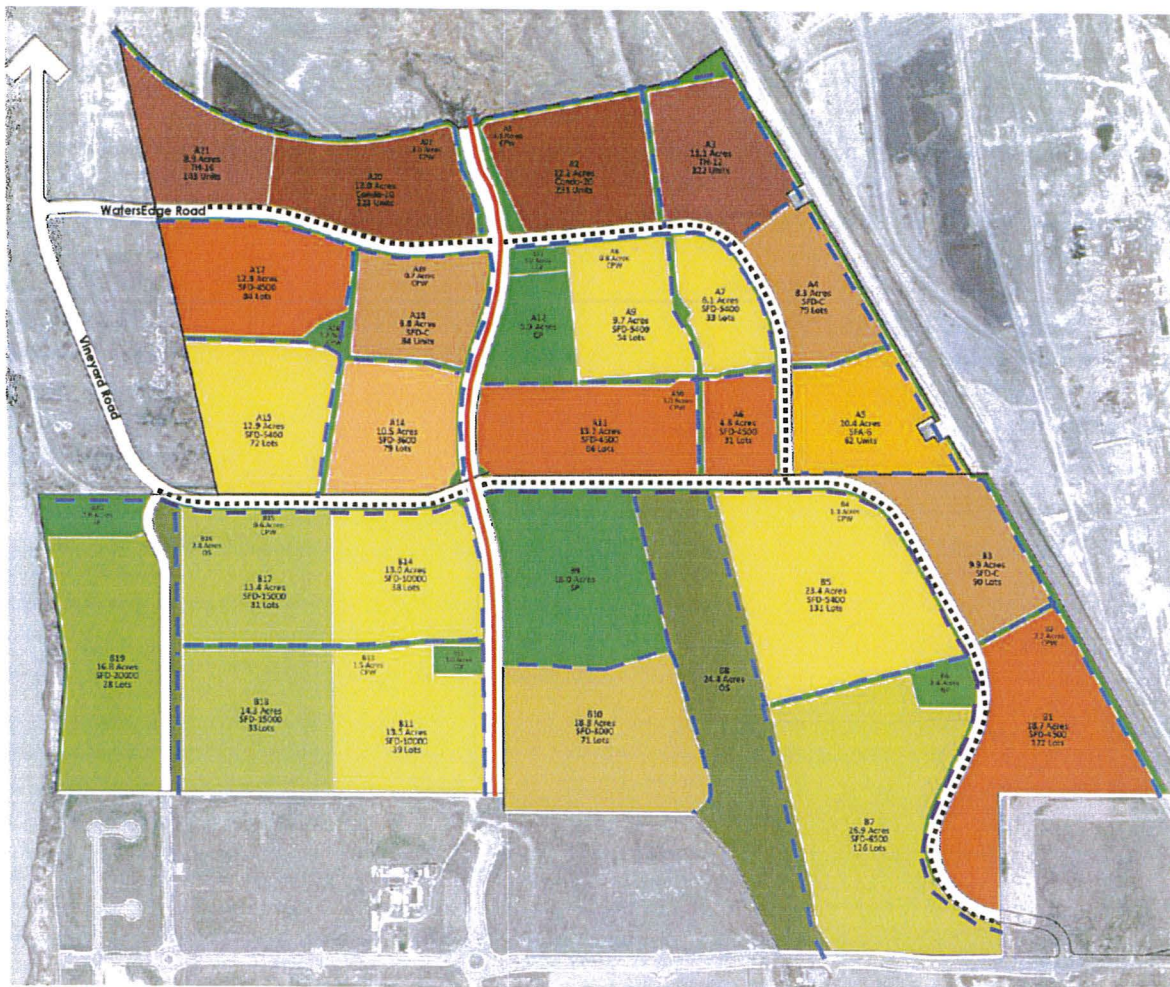
Main Street is an urban boulevard containing a landscaped median. Main Street will have an ultimate right-of-way width of 110 feet. An 8 foot wide meandering asphalt trail will be located on the West side of Main Street and be included in the right-of-way (see Figure 4 & 5). The additional space needed for the trail will require that the Town of Vineyard Standard width for the Boulevard be increased from 102 feet, to approximately 110 feet.

Vineyard Road is a Parkway with portions of the road containing a landscaped median. Vineyard Road will have an ultimate right-of-way width of 89 feet. An 8 foot wide meandering pedestrian asphalt trail will be located on the South side of Vineyard Road, and be included in the right-of-way (see Figure 4 & 6). The additional space needed for the trail and sidewalk will require that the Town of Vineyard Standard width for the Boulevard be increased from 76 feet, to approximately 89 feet.

WatersEdge - Circulation Plan

Figure 4

- 110' Boulevard
89' Parkway Street
8' Asphalt Trail



WatersEdge Road - WatersEdge Road will have an ultimate right-of-way width of 89 feet. An 8 foot wide meandering pedestrian asphalt trail shall be located on the south side of WatersEdge Road, and be included in the right-of-way (see Figure 4 & 7). The 76' City Standard road will be adjusted to accommodate additional sidewalk and open space, thus requiring the right-of way to increase from 76 to 89 feet.

Public Local Streets, Through Local Streets and Short Local Streets - WatersEdge proposes using standard sized local streets with pavement widths of 26 feet for public interior streets. The Rights-of-way for these streets will be 56 feet wide (see Figure 7).

Public Cul-de-Sac Streets - These streets shall have 56 foot wide right-of-way (see Figure 8).

Private Streets - Private streets may be utilized in the design of Multi-Family, Townhome and Cluster Homes planning areas to provide access in neighborhoods. Alleys shall have a right-of-way width of 35 feet, with a 26 foot pavement width. Private streets will be owned and maintained by the community HOA (see Figure 9).

Private Alleys - Alleys may be utilized in the design of neighborhoods to provide alternatives to front-entry garages. Alleys shall have a right-of-way width of 30 feet and a pavement width of 28 feet. Alleys shall be private and maintained by the community HOA (see Figure 9).

Pedestrian Trails

Pedestrian trails constructed of Asphalt and shall be included throughout the WatersEdge Community. They shall also connect with the Town of Vineyard Master Planned Trail System (see Figure 5 and 10).

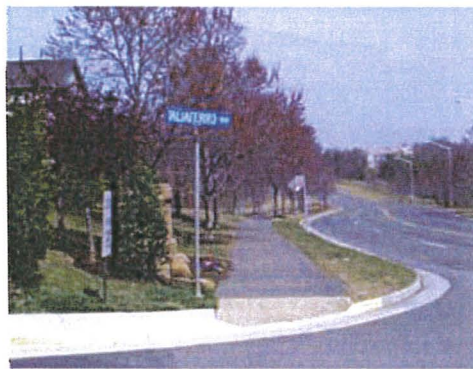


Figure 5

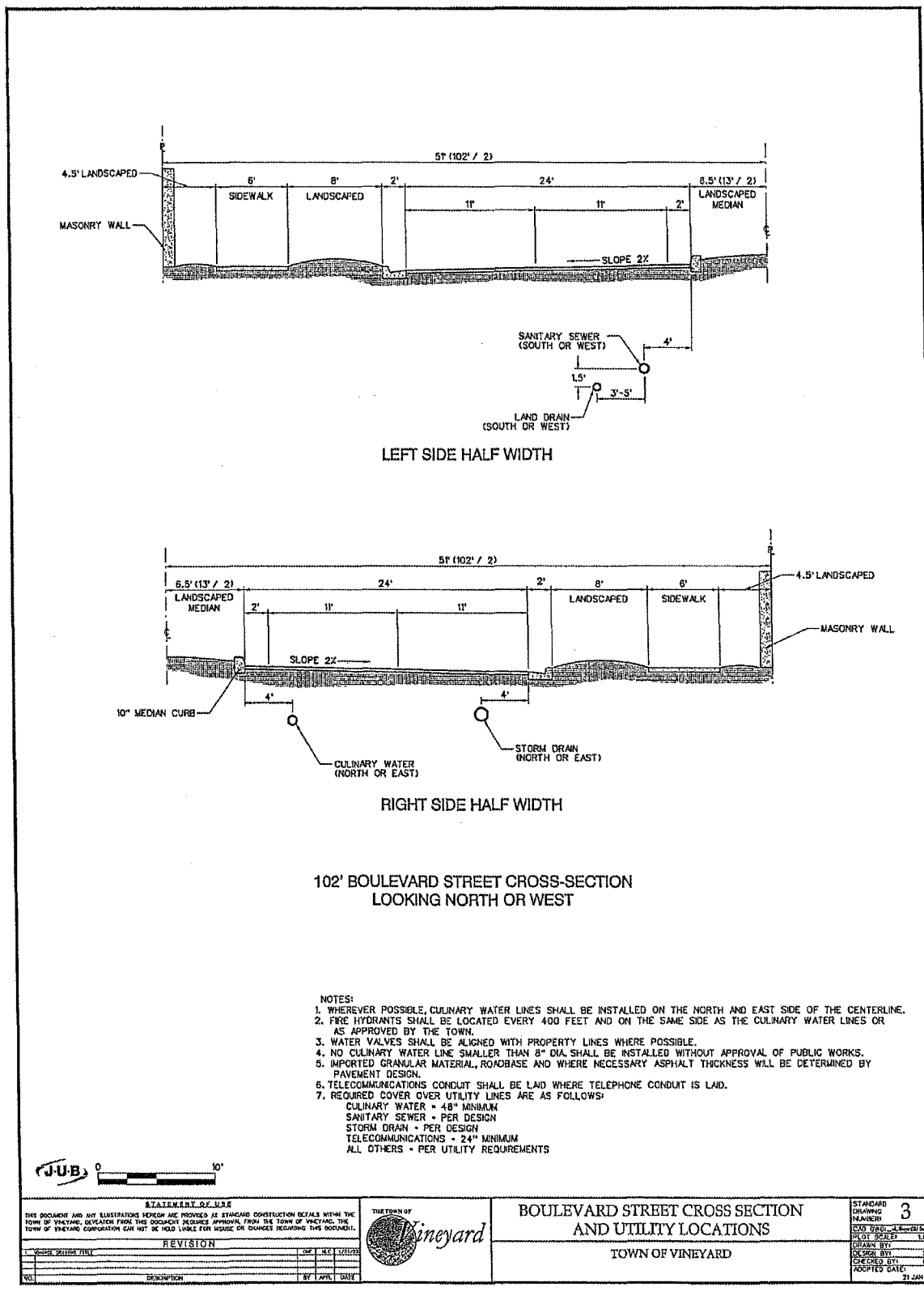


Figure 6 - Main Street Boulevard

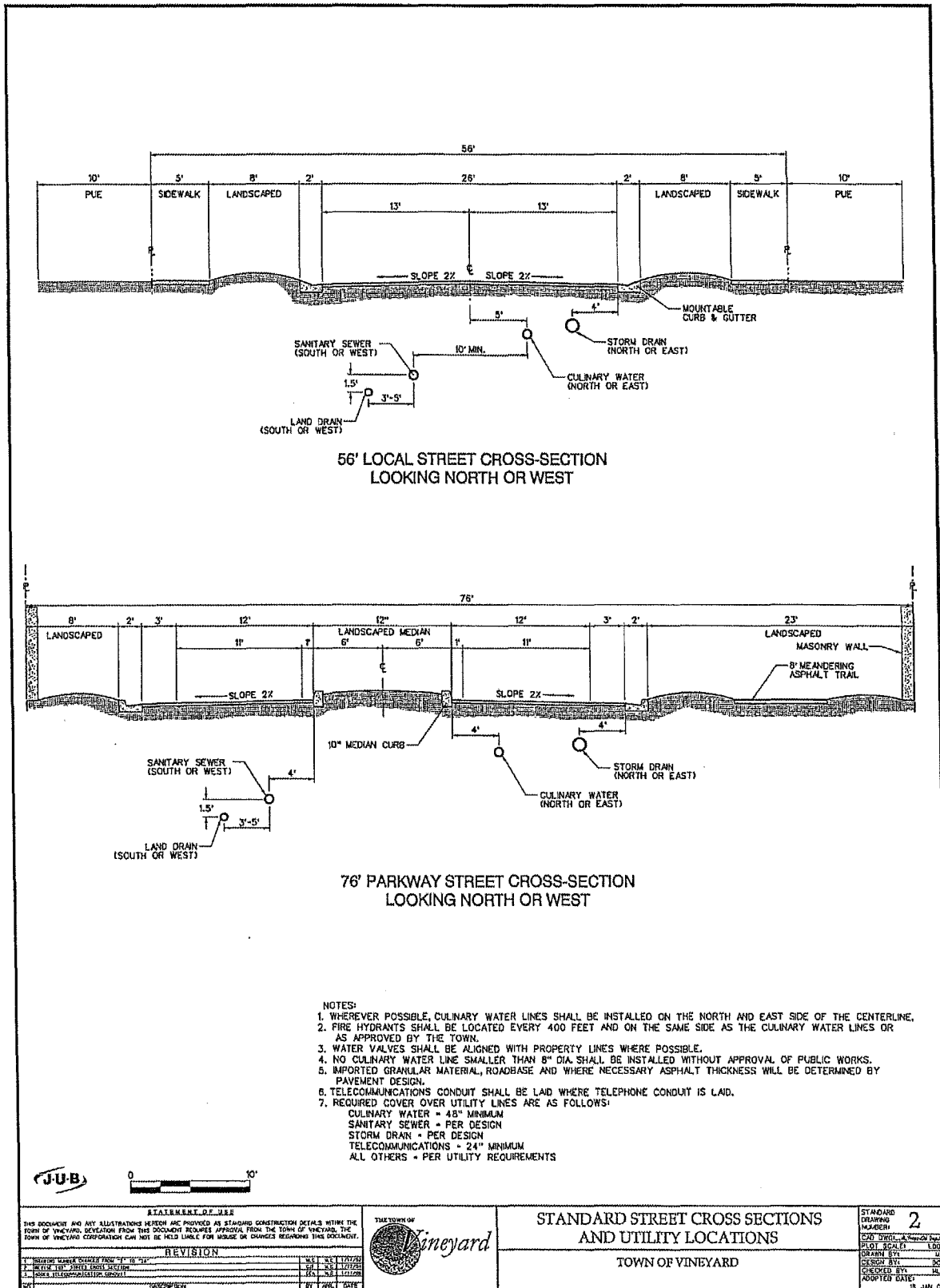


Figure 7 – Local and Public Streets

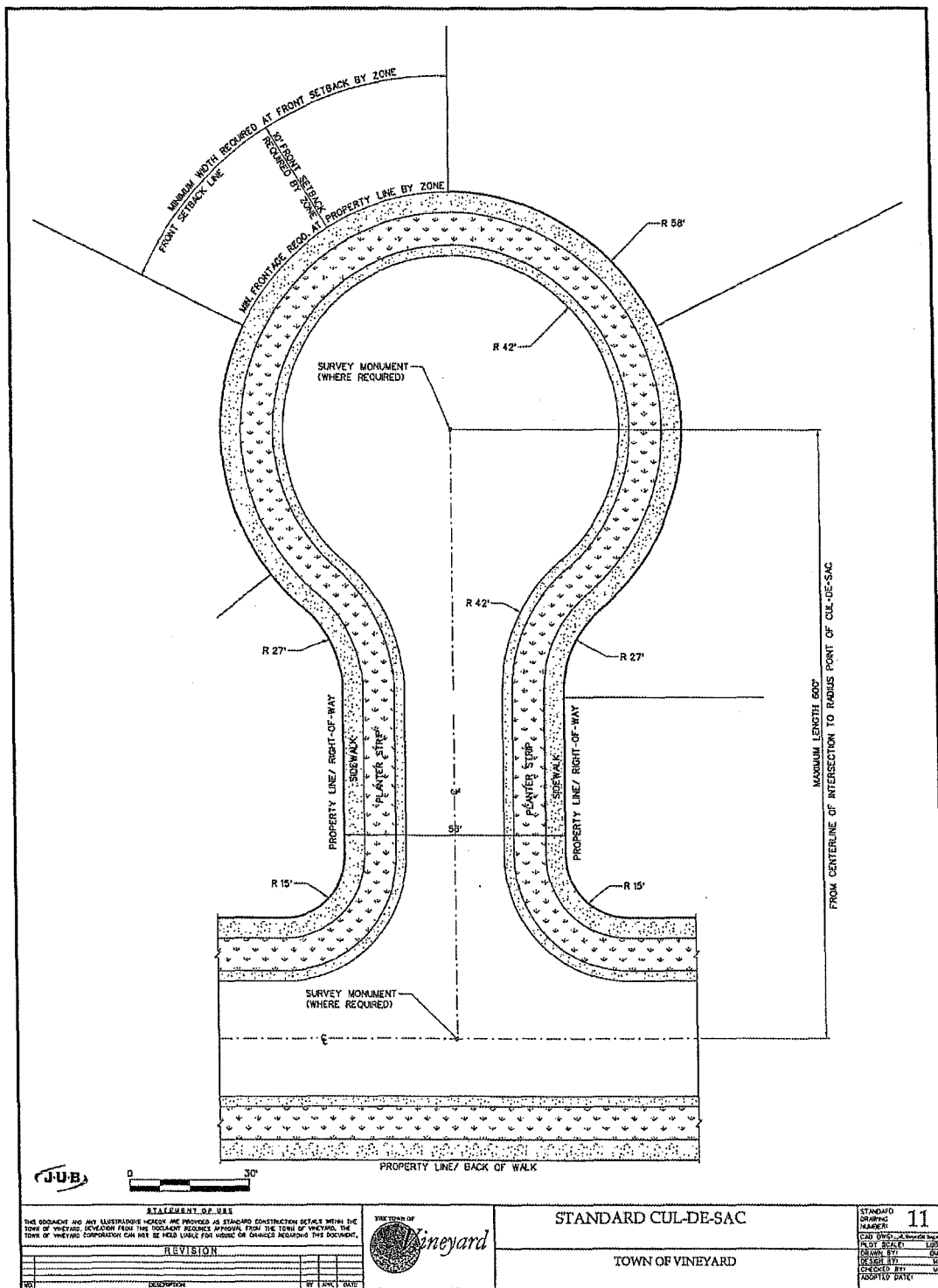
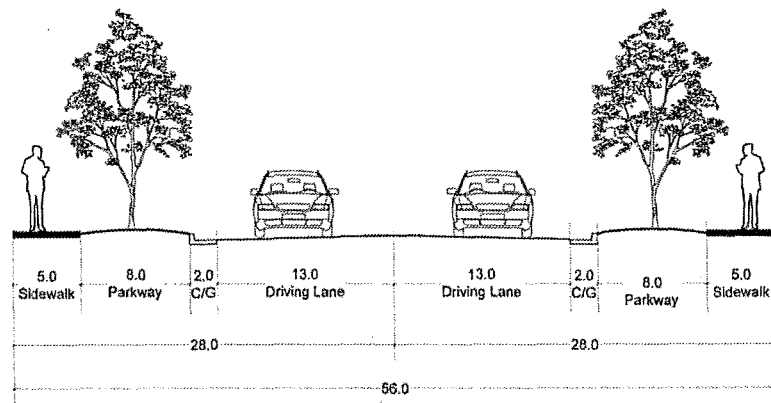
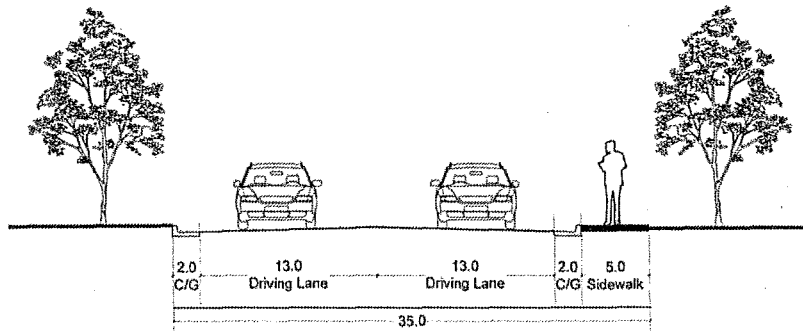


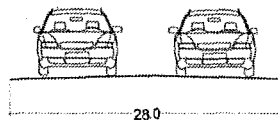
Figure 8 – Typical Cul-De-Sac



Local Street



Private Street



Private Alley

Figure 9 – Private Streets / Alleys

WatersEdge – Community Trails

Figure 10



Circulation Plan Development Standards

1. All public roads in the Zone Plan area shall conform to details outlined in the Zone plan and the Town of Vineyard Standards.
2. All roadways in the Zone Plan Area shall have landscaped setbacks located in or adjacent to the roadway right-of-way.
3. Landscaped shrubs and ground covers should be limited to 36" in height within 25-feet of project driveways.
4. The pedestrian trail system located within the public right-of-ways will be maintained by the Town of Vineyard as part of the roadway system.
5. Through traffic traveling in residential neighborhoods shall be minimized through the design, layout and sizing of residential streets.
6. Access planning at the design stage shall consider applicable circulation, safety and fire access criteria in relation to each site and surrounding development (planning) areas.
7. Signalization, Signage and Striping Plans shall be provided and included with the street improvement plans for Main Street, Vineyard Road, and WatersEdge Road.

3. Drainage Plan

The intent of the drainage plan is to provide an ultimate system to intercept offsite flows and convey onsite and offsite storm runoff through the project site utilizing the Town of Vineyard's approved standard storm drain design and drainage facilities. Wherever possible, storm drain systems that perpetrate existing drainage patterns will be used (see Figure 11).

The grade change on WatersEdge property is less than 5%, generally draining to the West. Extensive site grading will not be required.

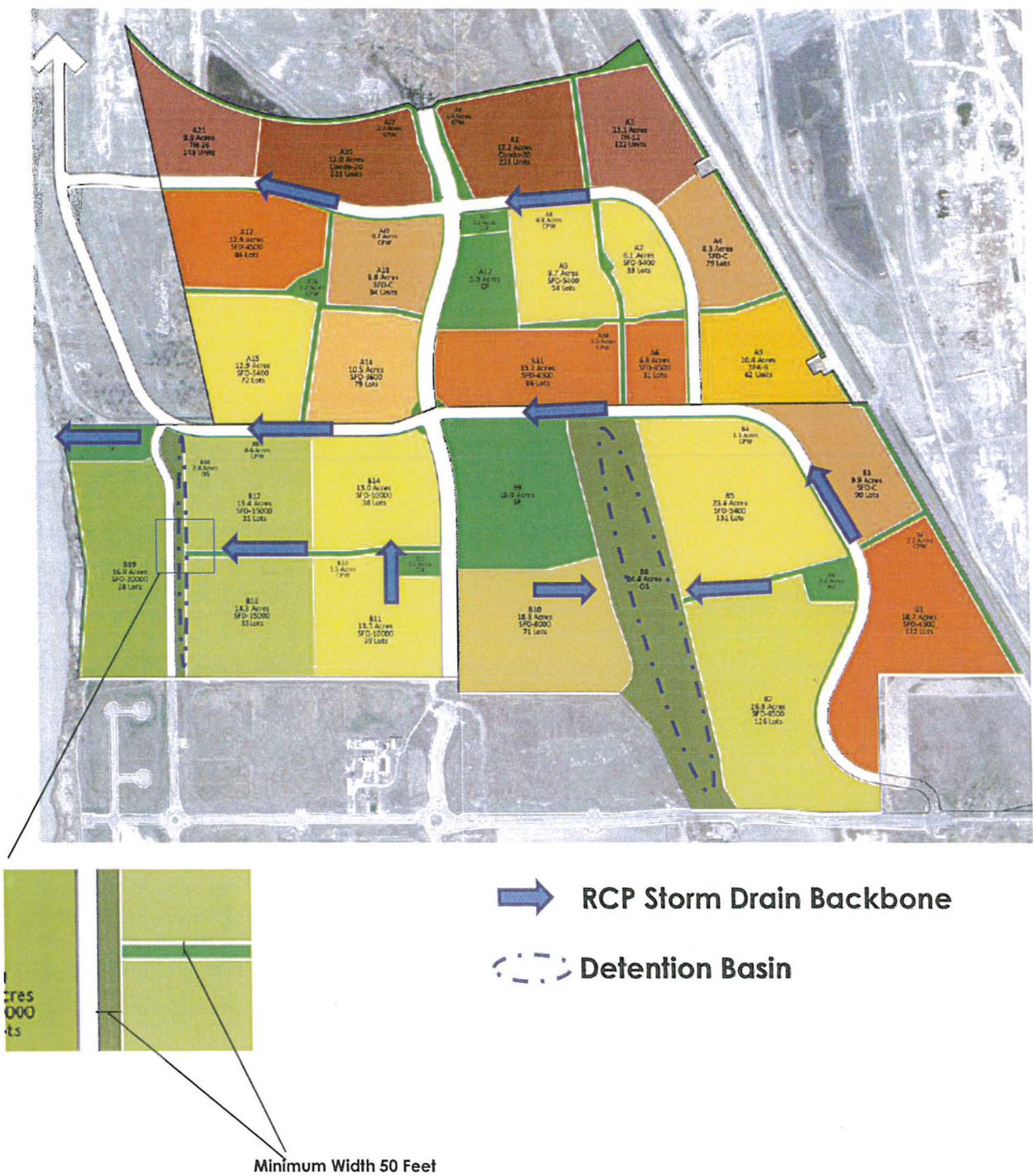
SWPPP - Erosion control and Storm Water Pollution Prevention Plans SWPPP incorporating Best Management Practices (BMP) shall be prepared and implemented for the project grading during construction phases in accordance with Town of Vineyard and the State of Utah Water Quality Control Board and National Pollutant Discharge Elimination Systems NPDES requirements.

Basements – The Geotechnical report for the WatersEdge property verifies that constructing basements is a feasible option. Individual geotechnical reports can be conducted if there are concerns regarding a specific property.

To help minimize risk, foundation drains and land drains may be required to be installed.

WatersEdge - Drainage Plan

Figure 11



4. Community Landscaping Plan

The purpose for landscaping is to provide for the health, safety and general welfare of the residents of the Project. This objective is to be accomplished by completing construction and development projects in such a way as to appear completed and maintained, promote the benefits of plant life in our ecology system, aesthetically enhance the environment, and generally improve the inhabitability and aesthetics of the community.

Design and Installation

In any project where driveways, roads or other impediments to landscaping are installed prior to issuance of an approved landscape plan, access sleeves in adequate number for irrigation systems shall be provided.

All landscaping including plant and tree species will follow the Town of Vineyard landscaping development standards.

Planting and Other Landscaping

All common areas including right-of-way landscaping along Vineyard Road, Main Street, WatersEdge Road shall be fully landscaped using a variety of Deciduous and evergreen Trees as well as shrub bed lining the exterior of perimeter walls with a mixture of evergreen and ornamental trees. Also, highly visible corners will be landscaped with ornamental tree and decorative landscape beds (see figure 13 Landscaping Color/Species Palate).

All landscape-able areas within the public right of way shall be planted (unless exempted from planting because of other acceptable treatment of the area such as paving with a non-absorptive cover etc. Impracticality of irrigation shall be considered in an application for an exemption).

Required front yard setback areas including corner lot side yards shall be landscaped and planted except for required paving for driveways and sidewalks, retaining walls, stairs, etc. Front yard, corner lot side yard (area including clear view side yard setback), and park strip landscaping of each home is to be installed by homebuilder prior to the closing of the home or within nine (9) months if closing occurs during the winter months.

Required side yard setback areas shall be landscaped and planted except for required paving for driveways and sidewalks, retaining walls, stairs, patio intrusions, etc. The side-yard landscaping is to be installed by the home owner within 18 months of purchasing the home.

The required rear yard setback areas shall be landscaped and planted except for required paving for driveways and sidewalks, retaining walls, stairs, patios, recreation apparatus and associated ground surfaces, etc. Rear yard landscaping is to be installed by the home owner within 18 months of purchasing the home.

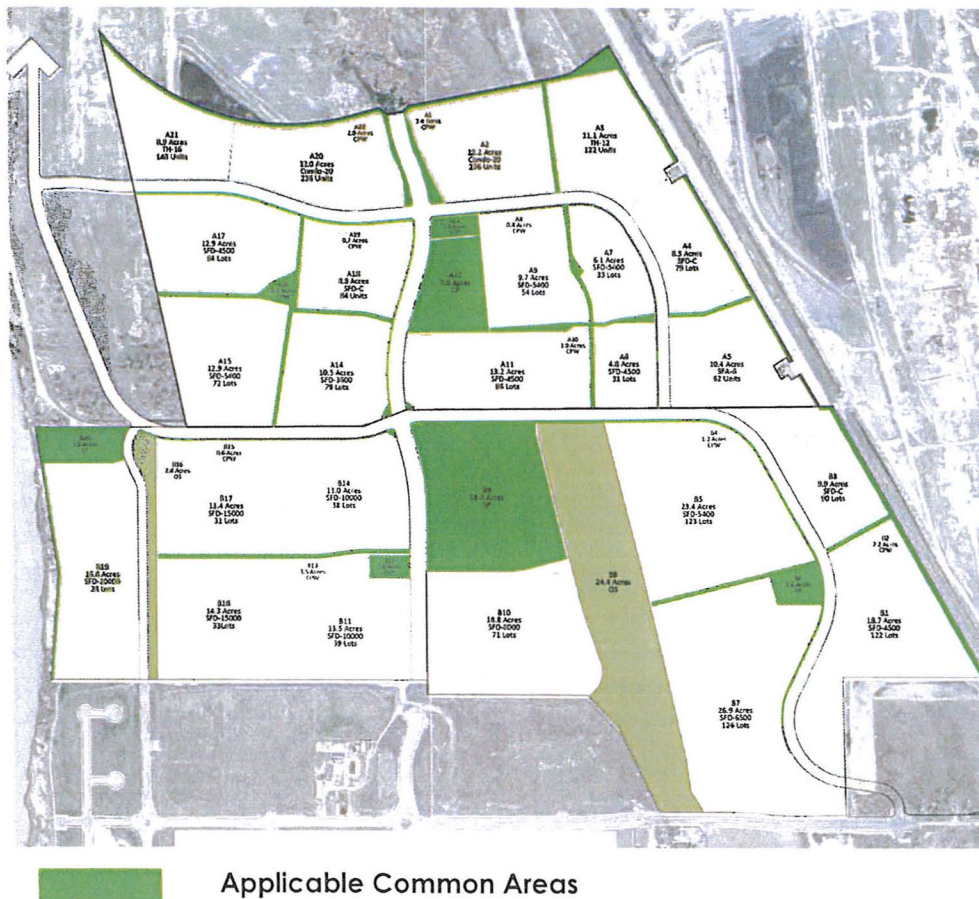
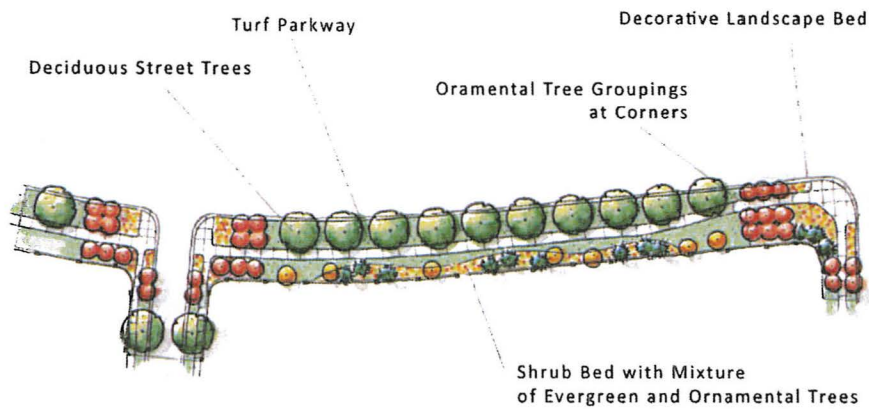
See figures 18 through 21 for additional conceptual landscape plans regarding community parks and recreation areas.

WatersEdge - Landscaping Species / Color Palette



WatersEdge – Common Area Typical Landscape Plan

Figure 13



5. Community Wall and Fencing Plan

Community fencing has a substantial effect on the design and appearance of a community because it is highly visible along arterial and collector streets, around parks, adjacent to parkways and trails and, in some instances, separating land uses. Fencing must complement the community theme and incorporate community design elements and features.

Community fencing includes fencing:

- located and constructed along arterial and collector streets that separates the streetscape including walks, parkways and trails from adjacent land uses,
- located and constructed around parks and trails,
- located and constructed bordering public places such as community recreation centers, schools, and churches.
- located along the boundary between residential areas of different densities,
- located along the exterior boundary of the community and adjacent to open spaces, rail lines, the Vineyard Corridor and residential neighborhoods outside the community and
- The side yard separation between the front yard and rear yard of single family detached and attached residences.

The type and height of community fencing used should also complement the circumstances and not only provide separation where needed, but also add to the location where the fencing is placed.

The following community fencing guidelines shall be followed in the location and construction of community fencing (see figure 14).

a. Wall and Fencing Types and Locations

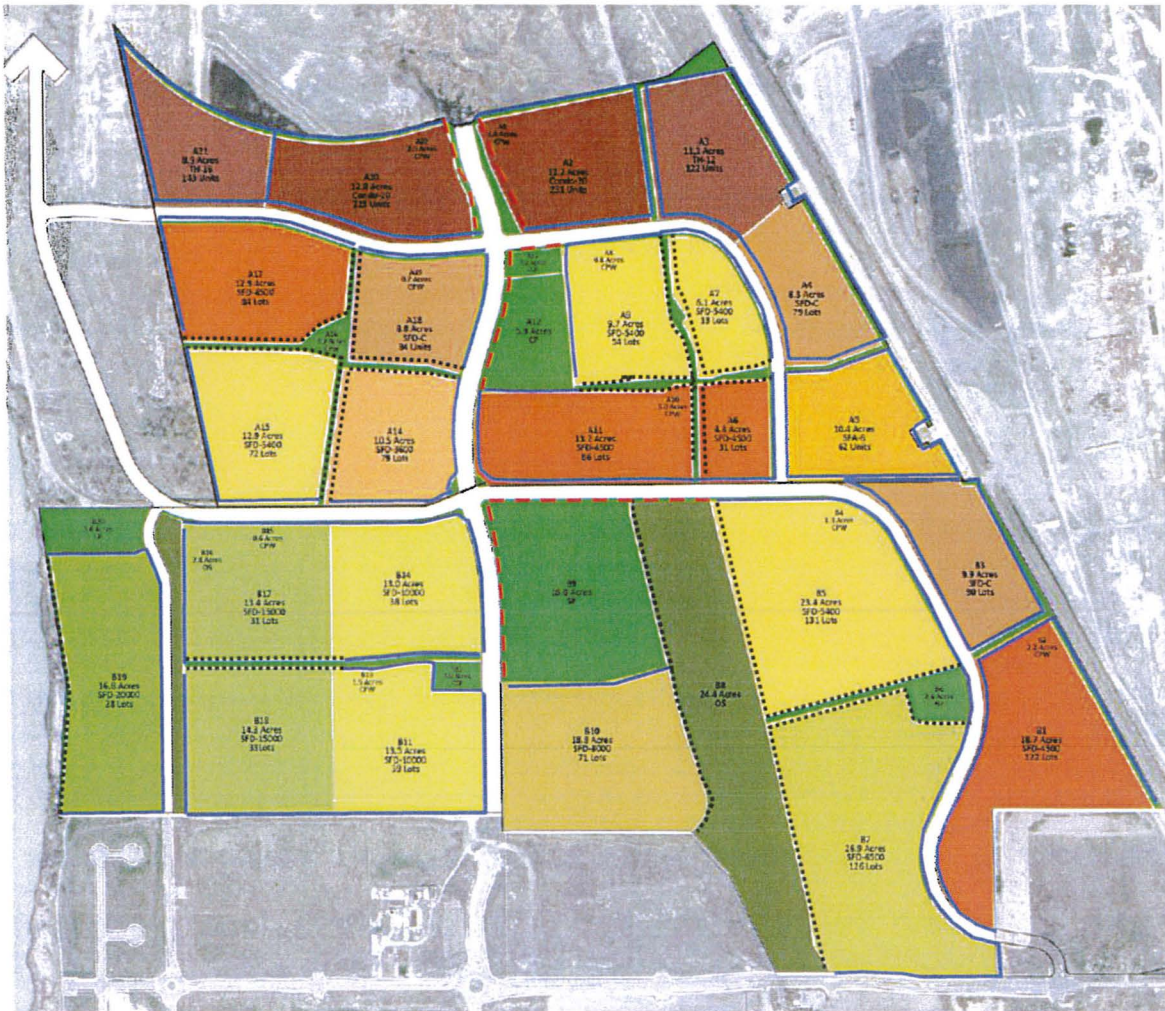
Decorative concrete walls (see figure 15) will be used in all public areas including all exterior perimeter boundaries. Tan colored vinyl fencing may be used in each interior planning area as fencing yards. The tan vinyl must blend in with the landscaped environment.

Table 1 describes the types of fencing that will be constructed in WatersEdge.

Figure 15 shows the general concrete wall detail for the community wall.

WatersEdge – Fence & Wall Plan

Figure 14



6' Decorative Concrete Wall

6' Clear View Fence

4' Three Rail Fence

Table 1 – Fencing Types and Locations

Fence Photo Sample	Fence Type	Max Height	Location / Use
	Three Rail	Six (6) Feet	Bordering Boulevard and Parkway Streets adjacent to linear parkways, wetlands and trails.
	Clear View	Six (6) Feet	Separating parks and trails from residential side and rear yards
	Solid Fence	Six (6) Feet	Separating side and back yards from homes and other buildings
	Concrete Wall	Six (6) Feet	Separating Public Spaces, including Boulevard, Parkway, Exterior perimeter of the community

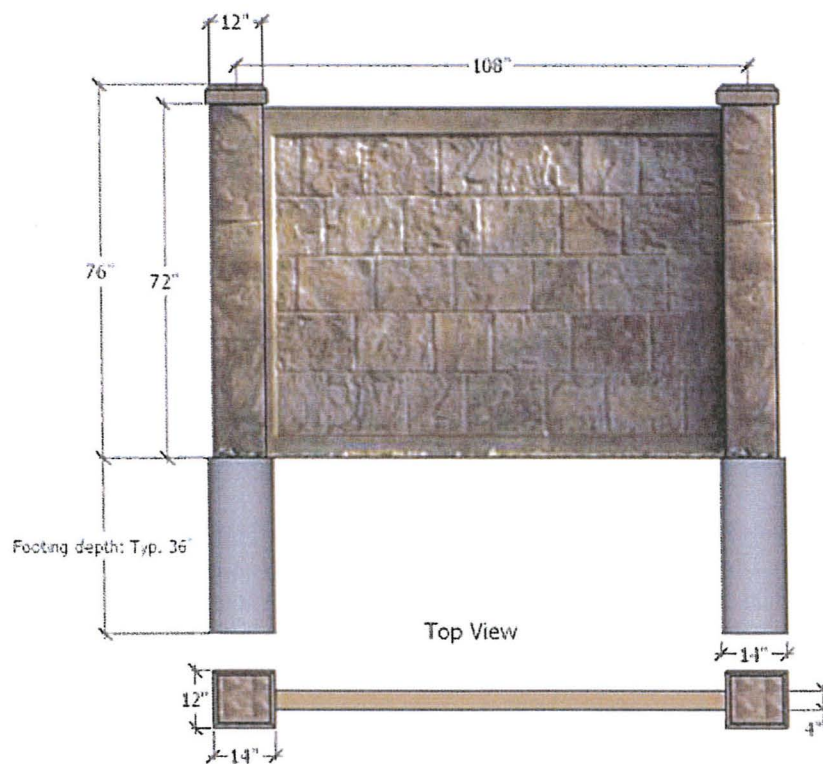


Figure 15 – Conceptual Concrete Wall Detail

6. Water and Sewer System Plan

Water System Plan

Water service will be provided by the Central Utah Water District ("Water District"). The Water Plan has been developed to integrate with the Town of Vineyard regional facilities planning. Presently two (2) 12 inch diameter PVC water mains exist along Vineyard Connector and Vineyard Road (see Figure 16).

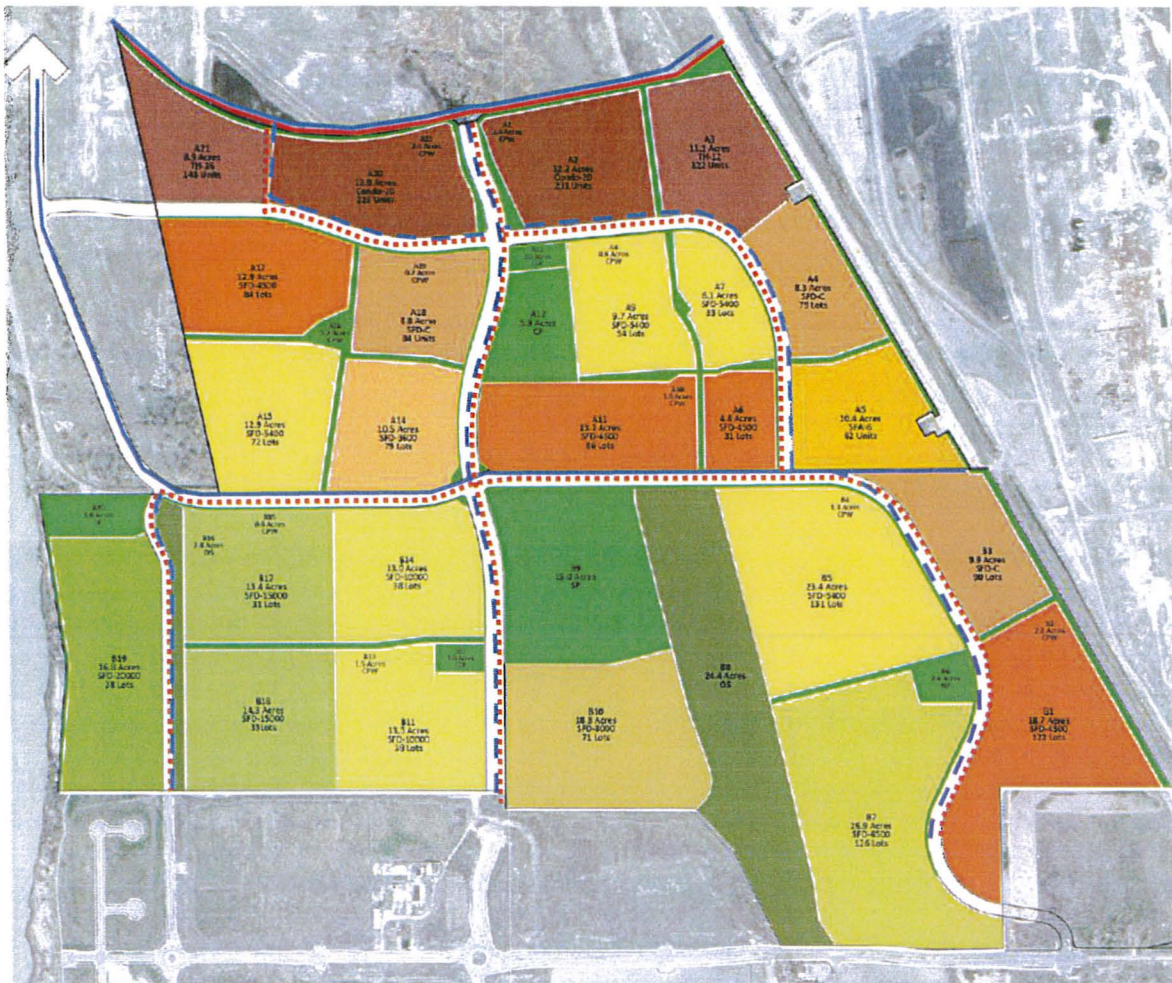
Sewer System Plan

Sewage disposal will be provided by the Timpanogos Special Improvement District ("Sewer District"). Sewage generated from the WatersEdge project area will be treated at the Sewer District.

The RDA has completed the sewer lift station and main line on Vineyard Connector and Vineyard Road. Sewer systems within planning areas will be designed later as more detailed development plans are prepared (see Figure 16).

Water and Sewer Plan Development Standards

All water lines shall be designed and installed per Town of Vineyard requirements and all sewer lines shall be designed and installed per Sewer District requirements. The proposed water and sewer will be compatible with the Water District and Sewer District standards. Final plans are subject to review.



- Current RDA Mainline Water
- Current RDA Mainline Sewer
- Mainline Water
- Mainline Sewer

7. Open Space and Recreation Plan

Open space and recreation play an important role in defining the character of the WatersEdge community. Parks conveniently located within the development will afford both active and passive recreational opportunities for residents and visitors while landscaped community open space areas promote visual quality and a sense of community identity.

WatersEdge is planned to have three main public parks -- a sports park, a community park and a Utah Lake shoreline access beach park. In the process of developing the community, it is possible that other smaller, neighborhood public parks may be included in the Town's ownership and maintenance. Each of these parks will be owned and maintained by the Town of Vineyard.

Each of the parks has been strategically located along the parkway and trail system. While many families will drive vehicles to WatersEdge parks for convenience, many families will also choose to walk to the parks. It is important that families have a choice, depending upon the circumstances, how they visit the community's parks (See Figure 17).

A. Public Parks

- 1. Sports Park** - The sports park is a 18 acre parcel that is in the center of the WatersEdge Community. It is anticipated that the sports park will include facilities such as soccer fields, ball fields, open play areas, a pavilion, a playground, an exercise path and a parking lot for park users. (see figure 18).



- 2. Community Park** - The community park is a 5.9 acre parcel that is east of Main Street and north of Vineyard Road. The community park will include open play fields, an exercise path, a pavilion, a playground and a parking lot (see figure 19).

WatersEdge – Open Space & Recreation Plan

Figure 17



- * Neighborhood Park (Approx. 1-2 Acres)
- * Pocket Parks (Less than 1 acre)
- Rec Centers
- ▲ Sports Park
- ◆ Shoreline Park
- ★ Neighborhood Park



Figure 18 – Conceptual Sports Park



Figure 19 – Conceptual Community Park

3. Utah Lake Shoreline Beach Park - WatersEdge has roughly 1,600 feet of frontage along Utah Lake. The eventual desire for this park is to incorporate it as a part of a cooperative, large-scale beach restoration project in coordination with the many stake holders who control access and maintenance of Utah Lake and its shoreline. The development of the shoreline beach park will require the cooperation of federal, state, county and town agencies.

It is envisioned that the shoreline beach park will a pavilion, eating areas, restrooms and parking. The beach park will also extend the trail that runs along the shoreline and currently ends at the north end of the Vineyard Shores residential neighborhood (see figure 20).



4. Detention Parks - Located along the east side of 300 West and within the overhead powerline easement is roughly five (5) acres of parks that will also serve as storm water detention basins. These parks will have minimal recreation improvements and will primarily be open play areas. As stated they will also be storm water detention basins. The parks will be a balance of turf areas for open play with native, drought-tolerant vegetation.



5. Community Recreation Centers

Open space, parks, recreation and trails are some of the primary benefits that families receive living in a master planned community like WatersEdge. The Recreation centers will be owned and maintained by the HOA.



Figure 20 – Conceptual Lake Park

Community recreation centers are private facilities that are owned and maintained by a master homeowners association. As private facilities, they are only available for use by residents of the for-sale homes within WatersEdge and their guests. The community recreation centers are a substantial benefit to the WatersEdge residents who pay the homeowners association dues that maintain the facilities.

There are two (2) community recreation centers planned in WatersEdge. They are located along Main Street to make them both centrally located. The two (2) centers are very similar and located on similar properties, both 1.0 acres. Both will have community swimming pools and playgrounds, open play areas and will have ample parking (see figure 19). Some of the amenities within the recreation buildings will include community gathering areas, kitchen/dining areas, fitness centers, and short term daycare facilities.



6. Pocket Parks

Within some of the small lot single family detached and single family attached neighborhoods, small parks, playgrounds and tot lots will be developed. Parks under one acre will be owned and maintained by the homeowners association for the specific neighborhood that the facility is located within. Use of the facility will generally be limited to the residents of the neighborhood by virtue of the facilities' location; but access will not be actively restricted. These recreation areas will vary significantly in size depending upon the location from one-third acre to an acre in area. Facilities developed will include playgrounds, tot lots, seating areas and open play areas (see figure 21).



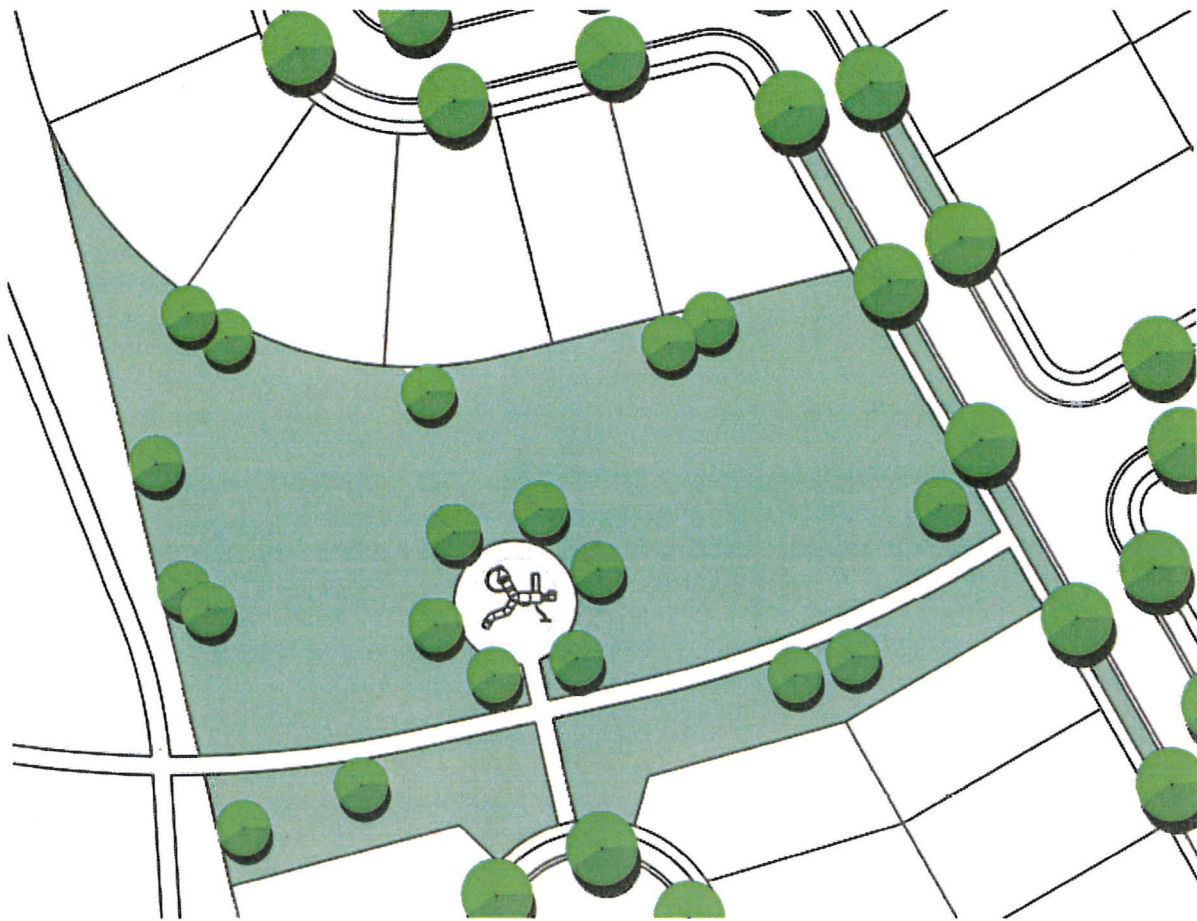


Figure 21 – Conceptual Pocket Park

7. Private Recreation Areas

Attached housing neighborhoods including apartments, condominiums and townhomes that have homes for rent may have private recreation areas that are owned and maintained by the rental neighborhood property owner and used exclusively by the neighborhood residents. The recreation facilities within these areas generally include a clubhouse that may house kitchen facilities, meeting rooms and a work out gym, a pool, a spa, playgrounds, ball courts and open play areas. Some private recreation areas may also have their own internal trail system. Private recreation facility must comply with the Town of Vineyards RMU standards for private recreation.



Park Development Standards

1. The City sports park boundaries and configurations are approximate and subject to adjustment with more detailed site planning and design. The boundaries may be modified or relocated entirely within the same general area subject to the approval of the Town of Vineyard Planning Department.
2. The City Sports park improvements shall provide for pedestrian circulation and handicap accessibility.
3. Where project development borders on a public park site and is not facing the park, a six-foot wall will be provided on the adjacent private property in order to separate the two uses. The wall will be installed prior to the Town of Vineyard issuing a condition of occupancy for any of the adjacent units.
4. Park improvements and construction drawings shall be approved by Town of Vineyard prior to installation.

8. Community Open Space

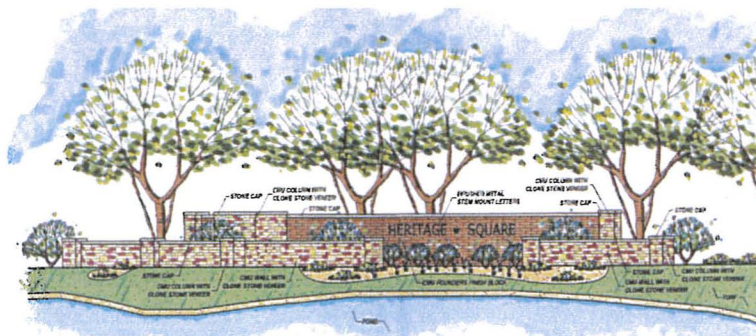
Community open space includes entries and intersections, roadway trails, and backbone drainage greenbelt.

Entry monumentation to be part of the following entries / planning areas:

- The intersection of Main Street and Vineyard Road.
- The northern entrance of the WatersEdge Project on Main Street.
- The Utah Lake Beach Park.
- The WatersEdge Sports Park.
- The WatersEdge Community Park.

Additional neighborhood entries may be added at the Developer's discretion.

Community entries will be installed concurrently with the adjacent primary road improvement, unless otherwise agreed by the City.



Community Open Space Development Standards

1. Neighborhood Community plans for entry monuments shall be submitted to the City for review and approval. Detailed plans shall be submitted with street improvement plans. Entry monument designs should match surrounding land use standards, including walls and structures.
2. All private open space areas, entry monuments and common area landscaping shall be maintained by a private property owners association or the property owner.

9. Maintenance Plan

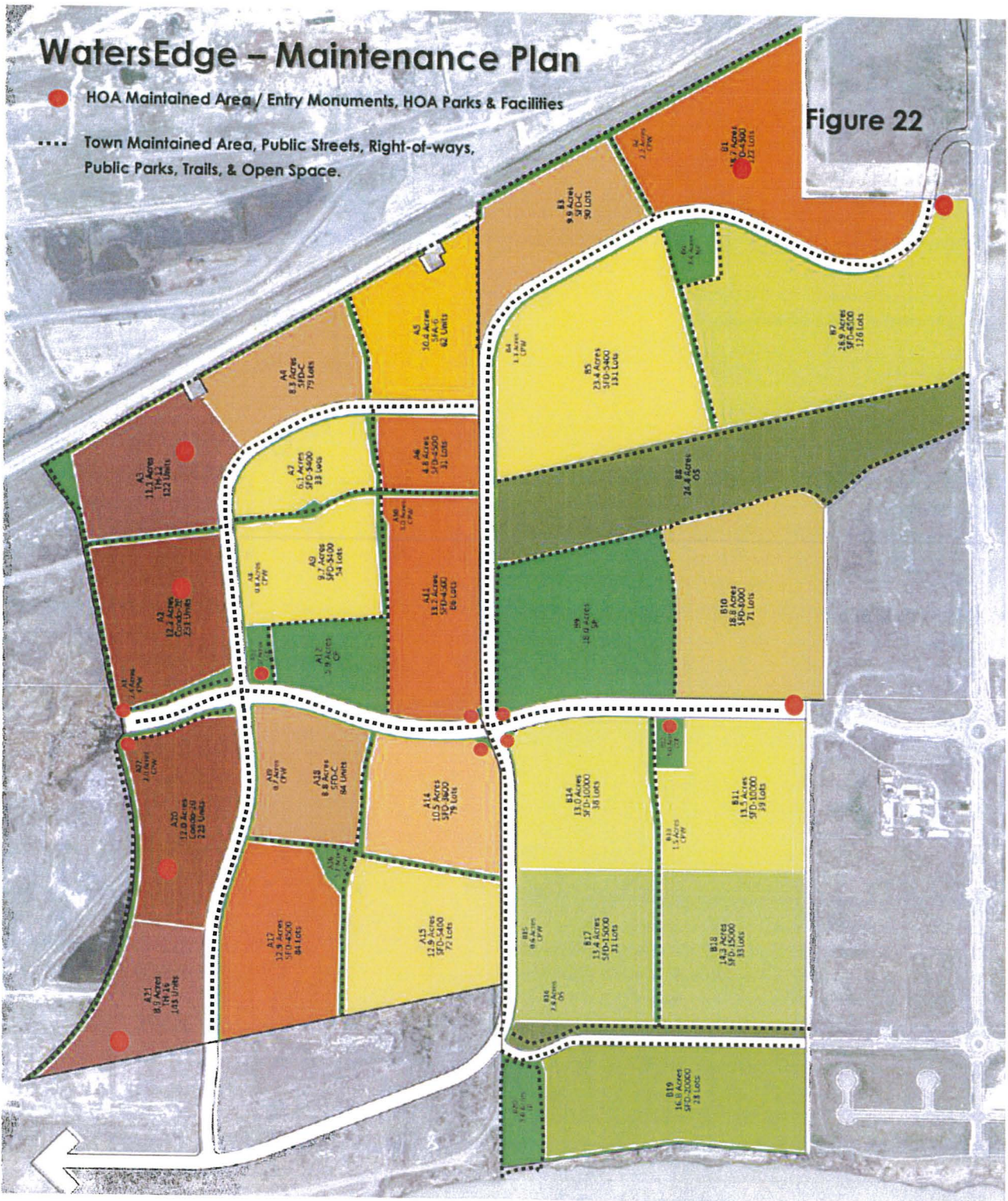
The Town of Vineyard public works will maintain the following improvements and amenities within the WatersEdge project area (see Figure 18):

- The City Sports Park (Planning Area B9) and all parkway landscaping adjacent to the City Sports Park. This will include identification signage/entry monuments for the City Sports Park and off-street parking.
- The Neighborhood Parks (larger than one acre) in the planning Areas A12, A16, and B6. This will include off-street parking.
- Shoreline Beach Park (Planning Area B20).
- Roadway medians.
- Arterial street lights and traffic signals.
- Roadway trails / pedestrian trails, landscaping, etc. trail System
- Sidewalks, walls, fencing, landscaping, etc. within public right-of-way.

Property owners or HOA shall maintain all other common areas. The church and school sites, if any, will maintain landscaping adjacent to these said uses.

Homeowners Association (HOA & Sub-HOA's) shall maintain the following areas:

- Common area property owned by the HOA.
- Pocket parks and landscaping areas owned by the HOA.
- Major Entry monuments (see Figure 22).
- Private Streets and Alleys



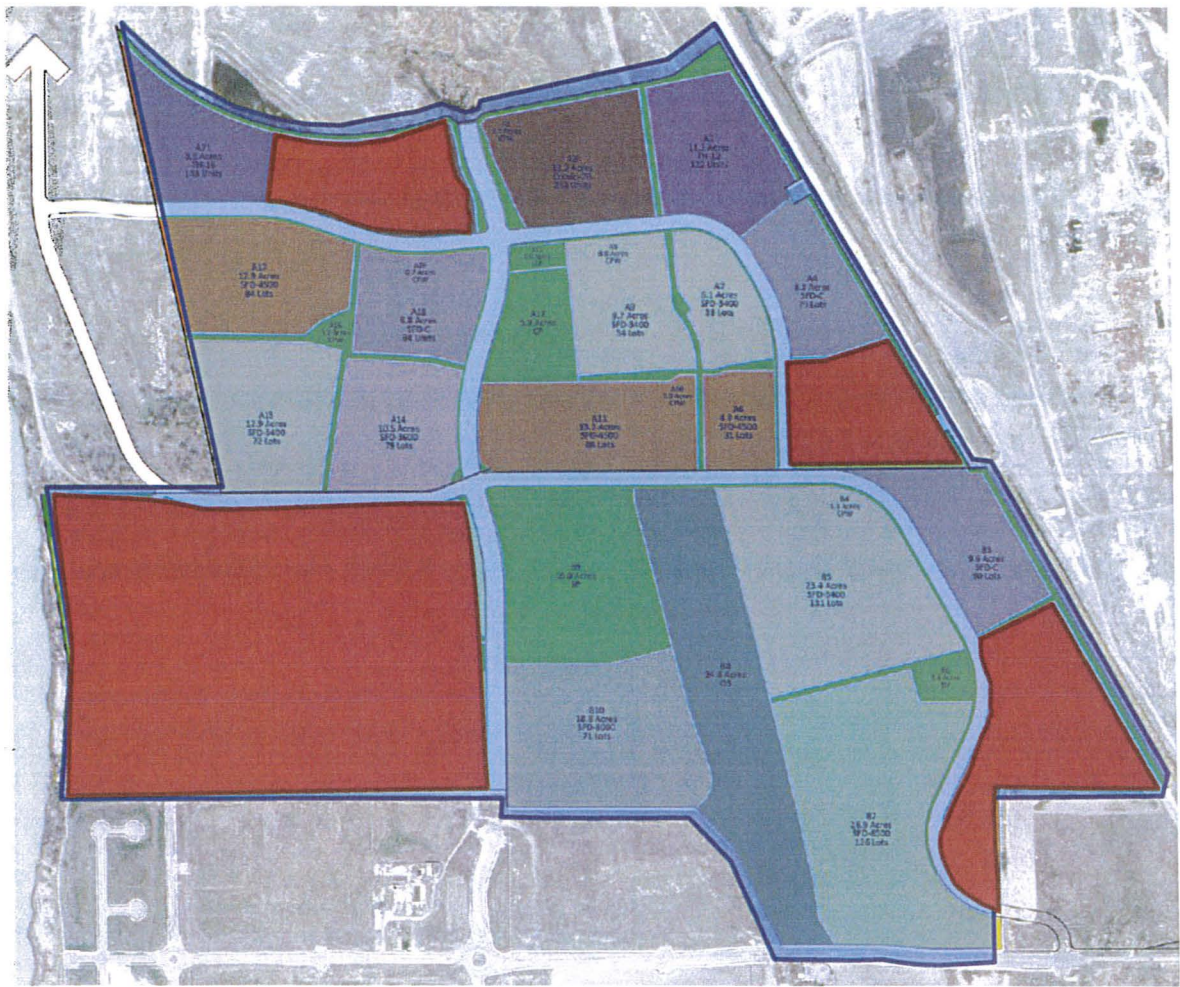
10. Phasing Plan

The purpose of the Phasing Plan is to indicate the expected sequence of development based upon the logical development of the project and the coordination of infrastructure to protect public health and safety. Project phasing encourages a logical development scheme for the community. It also facilitates the coordination of public improvements. The Phasing Plan should provide the opportunity to respond to market forces. Phasing for WatersEdge is expected to occur over a period of approximately five to ten years. Project entries will be phased and constructed along with the project roadways.

New communities can begin once they have access to utilities. It is anticipated that the major roads (Main Street, Vineyard Road and WatersEdge Road) will all be completed in the first phase of the project. The majority of the infrastructure will be completed on the front end of the development. This will demonstrate the viability of a complete and successful project as well as assist with marketing WatersEdge as a premier master planned community. Because the major infrastructure will be completed up front, it will allow the individual residential developments to proceed as the Market dictates. The development of each planning area is estimated to be constructed in accordance with the Project Phasing Plan (see Figure 23). However, in the event that the Market dictates a revision of the plan, the Zone plan allows the phasing plan to be adjusted without additional approval. Except as specifically provided for in this Plan, the phasing is at the discretion of the landowner.

WatersEdge – Phasing Plan

Figure 23



Phase I



Phase II

III. Design Guidelines

The following design guidelines have been prepared to articulate the design concept and architectural character for the WatersEdge Zone Plan area. The intent of these guidelines is to communicate the design concepts to planners, designers, and professionals who will participate in the development of the WatersEdge project. The purpose of these design guidelines is to provide the Town of Vineyard, developers, homebuilders, and ultimately the residents of WatersEdge with the necessary assurance that proposed individual developments will conform to the same high standards of design proposed herein. The guidelines will ensure compatibility with the surrounding community and enhance the overall image of the WatersEdge project.

The design guidelines establish a comprehensive and flexible design framework which planners, architects, engineers, landscape architects and other professionals will use as their guide for new development. These guidelines will ensure the successful integration of the various individual neighborhoods, and parks into a cohesive whole.

Additionally, the guidelines will be used by the Town of Vineyard in the site plan review process. All proposed development shall substantially conform to the guidelines and require approval by the Town prior to any construction. The following text provides pertinent site planning architectural and landscape architectural criteria to be used for single and multi-family residential developments.

The following are the development standards for single family detached land uses included in the Zone Plan.

1. PURPOSE

This Exhibit outlines the standards pursuant to which WatersEdge Residential uses shall be developed within the Zone Plan.

2. PERMITTED USES

2.1 CODES AND SYMBOLS

In the following section, uses of land or buildings will have the following CODES or SYMBOLS:

- **P** indicates permitted uses
- ***P** indicates permitted per city code
- **C** indicates conditional uses
- **-** indicates that the use is not allowed
- **A** indicates that the use is allowed
- **N/A** indicates that the use is not applicable

No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the WatersEdge Zone Plan except as provided in this table:

	ZONE	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.2	Accessory buildings and uses customarily incidental to permitted uses other than those listed below	P	P	P	P	P	P	P	P	P	P	P	P	P
2.3	Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P
2.4	Accessory buildings and uses customarily incidental to conditional uses	P	P	P	P	P	P	P	P	P	P	P	P	P
2.5	Temporary buildings for uses incidental to construction work, including living quarters for guard or night watchman, which building must be removed upon completion or abandonment of the construction	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P

	work. Mobile homes for temporary uses found appropriate to the Planning Commission													
2.6	Temporary model home sales offices for the sale and/or rent of new homes, townhomes, big houses and apartments Each housing type is permitted 4 model homes, 1 of which may be a sales office.	P	P	P	P	P	P	P	P	P	P	P	P	P
	SPECIAL USES	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.7	Child Day Care or Nursery	C	C	C	C	C	C	C	C	C	C	C	C	C
2.8	Family Food Production	P	P	P	P	P	P	C	P	C	P	P	P	P
2.9	The tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P	P	C	P	C	P	P	P	P
2.10	Assisted Living Center	C	C	C	C	C	C	C	C	C	C	C	C	C
	RESIDENTIAL	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.11	Single-family dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P
2.12	Single attached family dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P
2.13	**Groups of dwellings (including twin homes and senior housing) when approved as a planned unit development.	P	P	P	P	P	P	P	P	P	P	P	P	P
2.13.2	Multiple-family dwelling										P	P	P	P
2.14	Residential facilities (group homes) for the handicapped and elderly	P	P	P	P	P	P	P	P	P	C	C	C	C
2.15	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A

2.16	Household Pets	P	P	P	P	P	P	P	P	P	P	P	P	P
	PUBLIC AND QUASI-PUBLIC	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.17	Private educational institution having a curriculum similar to that ordinarily given in public schools	C	C	C	C	C	C	C	C	C	C	C	C	C
2.18	Private recreational grounds and facilities not open to the general public and to which admission charge is made	C	C	C	C	C	C	C	C	C	C	C	C	C
2.19	Public and quasi-public buildings and uses (commentaries, churches, essential service facilities, golf courses, substations, transmission lines (50kv or greater capacity), recreation trails, schools, streets (public and private), and railroad and utility lines and rights of ways)	C	C	C	C	C	C	C	C	C	C	C	C	C
	AREA REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.20	The minimum lot area, in square feet, for a single-family dwelling structure shall be:	2,400	3,600	4,200	5,200	6,200	8,000	10000	15000	20000	N/A	N/A	N/A	N/A
	WIDTH REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6

2.21	The minimum width at the front setback line for units adjacent to roadways, in feet, for any lot shall be:	42	40	45	50	60	75	85	90	100	N/A	N/A	N/A	N/A
2.22	The additional minimum width at the front setback line for units on a corner lot shall be:	10	10	10	10	10	10	10	10	10	N/A	N/A	N/A	N/A
2.23	The minimum width at the front setback line for units on a cul-de-sac lots shall be: (measured 20' from back of the side walk)	N/A	35	40	45	50	70	80	80	80	N/A	N/A	N/A	N/A
	FRONT YARD REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.24	The minimum depth, in feet, for the front yard from the property line to a front loaded garage (measured to the garage foundation), shall be:	N/A	20	20	20	20	20	20	20	20	N/A	N/A	N/A	20
2.24.1	The minimum depth, in feet, for the front yard from the property line to a side loaded garage, shall be:	N/A	15	15	15	15	20	20	20	20	N/A	N/A	N/A	15
2.24.2	The minimum depth, in feet, for the front yard from the property line to the living space or front porch shall be:	N/A	15	15	15	15	20	20	20	20	N/A	N/A	N/A	15
2.24.3	The maximum amount of homes in a row that can have the same front yard setback (must have a minimum 1- 2 foot offset	NA	2	2	2	2	2	2	2	2	N/A	N/A	N/A	N/A

	between front structural component of home).													
	REAR YARD REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.25	The minimum depth, in feet, for the rear yard from the property line to the living space shall be:	10	10 (5' for alley loaded units)	10 (5' for alley loaded units)	10 (5' for alley loaded units)	15	20	20	20	20	10 (5' for alley loaded units)	10 (5' for alley loaded units)	N/A	10 (5' for alley loaded units)
	SIDE YARD REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.26	The minimum side yard, in feet, for interior dwelling units shall be: (all SFD units must keep 5' sideyard setbacks clear for access)	5	5	5	5	5	8 (Fireplaces may extend into setback 2 feet)	8 (Fireplaces may extend into setback 2 feet)	8 (Fireplaces may extend into setback 2 feet)	8 (Fireplaces may extend into setback 2 feet)	5 (when detached)	5 (when detached)	N/A	5 (except on zero lot lines)
2.27	The total width of the side yards, in feet, for interior dwellings shall be:	10	10	10	10	10	18	18	18	18	N/A	N/A	20	10
2.28	The minimum side yard, in feet, for a private garage shall be:	5	5	5	5	5	8	8	8	8	N/A	N/A	N/A	5
2.29	The minimum side yard, in feet, for a corner lot, shall be:	10	15	15	15	15	20	20	20	20	20	20	25	15
	HEIGHT REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.30	The maximum height for all buildings and structures (measured from the average natural grade), shall be:	30	30	30	30	30	30	30	30	30	30	30	40	30
	COVERAGE REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.31	The maximum	70%	65%	65%	60%	60%	55%	55%	55%	55%	70%	70%	75%	70%

	coverage of impervious area for any lot (measured as a percentage of the total lot area), shall be:													
2.32	The Maximum / Minimum number of attached units in a row, shall be:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6 Max 2 Min	10 Max 2 Min	N/A	6 Max 2 Min
	DEPTH REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.32	The minimum depth, in feet, of any lot, except as modified by conditional use permit, shall be:	65	65	80	1.5 Times the lot width	1.5 Times the lot width	1.5 Times the lot width	1.5 Times the lot width	1.5 Times the lot width	1.5 Times the lot width	N/A	N/A	N/A	N/A
	PARKING REGULATIONS	SFD C	SFD 36	SFD 45	SFD 54	SFD 65	SFD 8	SFD 10	SFD 15	SFD 20	TH 12	TH 17	CN	SFA 6
2.33	The minimum number of covered parking spaces per dwelling unit: (*garage required)	*2	*2	*2	*2	*2	*2	*2	*2	*2	*2	*2	1	*2
2.34	The minimum number of total parking spaces per dwelling unit:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	2	2	2
2.34.1	Guest parking per unit (includes pocket parking lots, allowable street parking, parking in front of garages)	.5 (includ es parkin g in front of garag es for rear courty ard units)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	.5 (includ es parkin g in front of garag es where allowe d)	.5 (includ es parkin g in front of garag es where allowe d)	.5 (includ es parkin g in front of garag es where allowe d)	.5 (includ es parkin g in front of garag es where allowe d)

Architectural Styles

WatersEdge proposes a variety of home types and styles to provide a wide range of housing choices for the Utah Valley marketplace. The architectural theme will embrace several architectural elements including but not limited to: Arts & Crafts, Prairie, Traditional, Colonial, and Contemporary Designs. These guidelines are to act as reference points for continuity among each of the planning areas.

It is not the intent of the Zone Plan to provide detailed architectural designs for each planning area. These design guidelines are to act as reference points for continuity among each of the planning areas.

All attached housing products are required to receive architectural approval through the Town of Vineyard Site plan approval process.

An Architectural Control Committee (ACC) made up of members from the WatersEdge development and homebuilding team will be formed to review and approve architecture from homebuilders prior to construction. The ACC will refer to the WatersEdge design guidelines to insure that the homes meet the intent of the Zone plan and add to the general theme and quality of the WatersEdge community. Once the ACC has reviewed and approved the submitted plans, they will issue a notice to proceed with the home construction.

Prior

The Figures 18 - 22 are examples of homes that will be constructed in WatersEdge on the different lot sizes available.

1. Residential Architectural Design Guidelines

A. Mass Height and Scale

- Mass of buildings located adjacent to major vehicular and pedestrian corridors and open spaces shall be required to be carefully articulated without large unbroken surfaces.
- Two Story homes located adjacent to major vehicular corridors and open spaces shall have architectural enhancements including window surrounds, shutters, and building articulation to assist architectural relief.
- Homes shall maintain low lines and horizontal forms as feasible especially on corner lots.
- Varied roof forms are required such as 4:12 to 8:12 pitched roofs.
- The use of articulated walls to create strong shadows and visual interest is required. Front elevation planes must have architectural relief (break in the plane) if over twenty five feet.
- Building projections and recesses shall be provided on the front facade of each residential structure.
- Emphasis shall be placed on horizontal architectural lines including architectural trim and fascia lines.
- Two-story elevations shall be visually broken up with offset stories changes in materials architectural banding or other similar accents, and/or sloping roof-lines. This is especially important where two or more elevations of a residence are prominently visible, as at street corners.

B. Materials and Colors

- Changes in building materials and/or colors are encouraged to help visually break up the massing and scale of two-story elevations.

- Front Elevations shall have a minimum of 15% masonry component (Defined as Stone, brick, stucco or Hardie type cement fiber siding materials).
- Vinyl siding is not permitted in the WatersEdge Community.
- The color of buildings shall be compatible with and integral to the materials chosen. Accent colors that complement the designated color scheme may be applied to doors windows shutters architectural trim and special features for visual interest.
- To promote visual interest, it is recommended that a mixture of cool and warm building materials including siding, stucco, stone, fiber cement board siding, brick and roof colors be incorporated into each residential structure.
- If a builder limits a potential buyer's exterior color selections to a standard set of color options, a minimum of three color schemes shall be provided for each standard elevation to provide variation and interest.
- Homes shall not have the same floorplan and elevation directly adjacent to one another or directly across the street from one another. In addition, homes will not have the same color scheme more than two homes apart or across the street from one another.
- Where timber is used as a decorative or structural element on a residential building the size and scale of the timber shall be in proportion to the overall lines size and massing of the building.

C. Building Elements

Roofscapes

- Simple gable, hip or shed roof forms are encouraged.
- Roof overhangs or clipped eaves are encouraged.
- Variations in roof line heights and alignments are required between the various elevations designed for a given floorplan.

- Roof color shall compliment the building colors.
- Each residential subdivision shall offer homes with two or more different roof color options. This variation should be noticeable but subtle.
- Dramatic changes in roofing colors between buildings in the same subdivision are discouraged. For example a few scattered cool grey roofs within a subdivision of mostly warm red roofs look out-of-place and artificial; however a warm grey roof would look fine adjacent to a warm brown roof. The exception to this approach is when several different architectural styles are used within the same subdivision in which case different roofing colors and materials are appropriate.

Windows and Doors

- Exterior architectural enhancements are required around all windows and doors (defined as window trim, pop-outs, shutters etc.) where side or rear elevation faces a public view corridor.
- Deep set openings are suggested to convey the impression of wall thickness and create strong shadows.
- Small roof elements and overhangs and projections over windows doors and garage doors are encouraged.
- Deep set corner and arched windows are encouraged.
- Articulation of highly visible roll-up garage doors is encouraged.
- Exterior doors shall be decorative and visually interesting.
- Plain frosted and etched glass door panels and sidelines are desirable options.
- A variety of window treatments are encouraged including unusual window placement, where light is desired but privacy is an issue.
- Divided lights will reduce the scale of large windows and provide visual interest.

- High windows, transom windows and clerestory windows are encouraged.
- Side turned garages must include windows on front elevation complementing size and scale of other windows on the same story.

Balconies and Porches

- Balconies and porches may be used to articulate and reduce mass as well as provide shadow relief.
- Porches and balconies that are located in front yards shall be compatible with the overall architectural theming style and design of the residence.
- Cylindrical or square columns of stucco, stone or concrete are encouraged.
- Arch or column supports of balconies shall be used as entry elements where appropriate.
- Materials used shall be appropriate to the designated style.

Private Walls and Fences

- Gates shall be placed to provide physical access to public open spaces, paseos or enhanced landscape edges.
- The use of thematic materials and colors appropriate to the designated architectural style are required.
- Project wall design shall be consistent with the community fence and wall plan.
- Height proportions and scale must be sympathetic to architecture of adjacent buildings.
- Incorporating pilasters into private walls is encouraged.
- Private rear and side yards shall be enclosed by a fence, wall entry court or landscaping as appropriate.

Details

- Chimneys shall be simple well scaled elements and trimmed to match the architecture.
- The metal flashing surrounding the skylight shall be painted to match the roof color.
- Rain gutters, flashing and other architectural elements and trim constructed of sheet metal shall be consistent with colors similar to the fascia.
- Garage doors shall be of identical or complementary colors textures and materials as the front building elevation.

1. Multi-Family / Attached Residential Architectural Design Guidelines

A. Building Siting Orientation

- Two or more buildings shall be arranged and sited in such a fashion as to enclose and define usable outdoor space(s).
- In siting attached/multi-family residences, consider solar access and existing buildings on-site. Where feasible, incorporate architectural elements such as awnings, overhangs, patio covers, etc. into the design of each residence as appropriate to help reduce ambient temperatures in the hotter months of the year.
- Orient buildings toward an open space element enhanced edge or recreational area.
- Private entry walks shall be well defined and separated from each other.
- Individual units shall be staggered angled or otherwise offset to afford a sense of individuality to the units as well as to provide privacy at entries patios and decks

B. Laundry Facilities

- When laundry facilities are not provided for within each unit common laundry facilities shall be provided with one washer and one dryer for every 15 units.
- If buildings are provided with interior hallways, then the hallways shall be brightly lit.

C. Security

- The entire facility shall be designed to provide security for residents.
- Individual tenant's entry doors shall be equipped with interior (dead-bolt locks).

D. Materials and Colors

- Variation in materials shall be used to break up elevations vertically and horizontally.
- Material changes shall occur at logical transition points on the building such as corners, pop-outs, first-story plate line, etc.

E. Building Elements

Roofscapes

- Variations in roofline heights and/or treatments are required for long unbroken stretches of roofline. The use of towers domes and other architectural elements in key locations can help to visually break up a uniform architectural façade.
- Steeper roof pitches may be used if desired to accommodate second stories and volume ceilings.
- Flat roofs should be screened from ground level views with parapets simulated pitched roofs or other architectural elements.

Private Walls and Fences

- Wall design must take into consideration the needs of attached/multi-family home residents and provide for privacy of individual units as well as opportunity to access open spaces.
- Allow access points in walls and fences at appropriate locations to encourage easy and safe access to nearby amenities such as shopping centers, parks greenbelts etc.

F. Patios and Balconies

- If a dwelling unit is provided with a patio or balcony it shall be integrated into the architecture of the building.

G. Accessory Structures and Covered Parking

- Accessory structures shall be architecturally harmonious with principal buildings.
- Covered parking structures and detached garages shall incorporate design elements materials and finishes similar to those of the residential structures.
- Trash enclosures shall be consistent with the designated architectural style.
- Full fascia to cover parking lighting.

Figure 23

Plan 1



Traditional



Mountain Contemporary



American Farmhouse



Craftsman

Plan 2



Craftsman



Traditional



American Farmhouse



Mountain Contemporary

Figure 24



Traditional



Craftsman



American Farmhouse



Mountain Contemporary

SFD-10000 / SFD-15000 / SFD 20000

Architectural Styles

WatersEdge

A Master Planned Community

Figure 25



Classic Ranch



Craftsman



European Cottage



Inspired Tudor



Modern Bungalow



Traditional

SFD-6500 / SFD-8000

Architectural Styles

WatersEdge

A Master Planned Community

Figure 26



Craftsman



Traditional



Mountain Contemporary



Modern Bungalow



Prairie



American Farmhouse



Colonial Revival

SFD-C / SFD-3500 / SFD-4500 / SFD-5400

Architectural Styles

WatersEdge

A Master Planned Community



Traditional – TH-12



Contemporary – TH-17



Spanish Colonial – TH-17

Townhomes
Architectural Styles

WatersEdge
A Master Planned Community

Figure 28



Multi-Family Residential (MF-22)
Architectural Styles

WatersEdge
A Master Planned Community

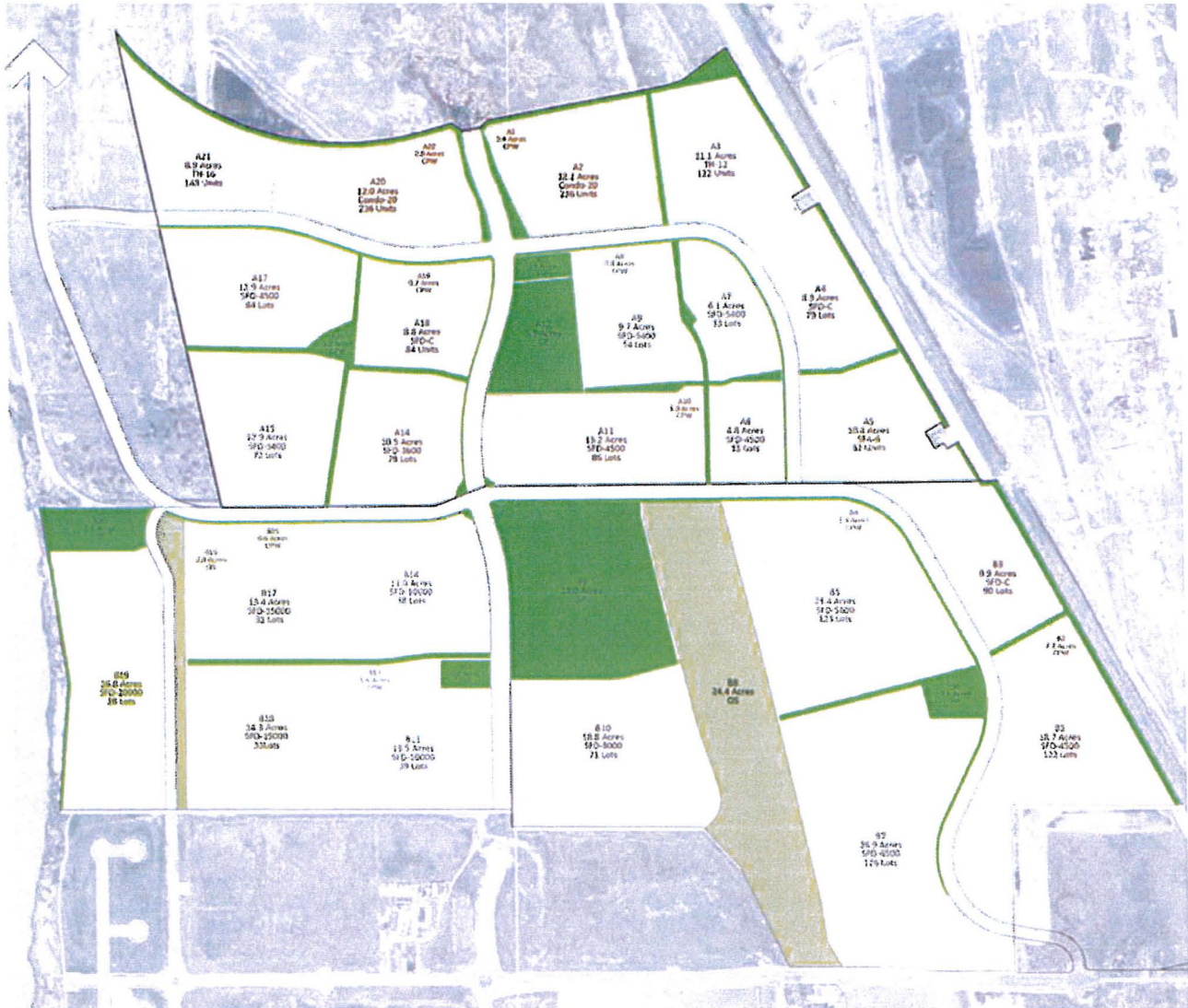
EXHIBIT - C

The backbone infrastructure to be completed by developer, but reimbursed by the RDA shall include the following:

1. All costs of design, engineering, approval, and construction of the roughly 5.9 acre detention / open space known in the Plan as Planning area A12. This area will help facilitate storm drain runoff and detention for the Project and the surrounding area. All costs of design, engineering, approval, and construction of the roughly 2.8 acres of linear retention basin improvements associated with planning area B16. All costs of design, engineering, approval, and construction of any retention / detention facilities in the designated open space areas included in planning area B8.
2. All costs of design, engineering, approval, and construction of the roadway commonly known as Vineyard Road and 400 North. These roadways taken together will form a single reimbursable project that will realign the current Vineyard Road and transition into the newly designed 400 North road. Reimbursed costs shall include all improvements from right-of-way edge to right-of-way edge, less and excepting any costs for the acquisition of the actual right of way.
3. All costs of design, engineering, approval, and construction of additional 2-lane and 3-lane collector roads within the WatersEdge Zone Plan, which are eligible for RDA reimbursement. Examples of qualifying reimbursable costs may include dry utility improvements and extensions, storm drain improvements, sewer and water improvements, asphalt, park strip and sidewalk improvements.

EXHIBIT – D

Greenspace to be included in the WatersEdge Plan. The areas noted in green will be dedicated to the Town, less and excepting the two noted private recreation areas shown as A13 and B12 on the Plan.



SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT dated as of July __, 2021 (as the same may be amended from time to time, this “Agreement”), by and among (i) VINEYARD REDEVELOPMENT AGENCY, UTAH, a public body corporate and politic, duly organized and existing under the laws of the State of Utah (the “Agency”), (ii) U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (the “Trustee”), (iii) CITY OF VINEYARD, UTAH, a public body corporate and politic (the “City”) and (iv) VINEYARD 241, LLC, a Utah limited liability company (the “Developer”).

WHEREAS, the Trustee and the Agency have entered into a General Indenture of Trust dated as of July 1, 2017, as previously supplemented, and will enter into a Second Supplemental Indenture of Trust, dated on or about July 1, 2021 (as may be amended, supplemented or modified in the future, collectively, the “Indenture”) to issue the Agency’s Tax Increment Revenue and Refunding Bonds, Series 2021 Bonds (the “Bonds”).

WHEREAS, the Agency previously agreed to reimburse the Developer for certain public improvements pursuant to that certain Development Reimbursement Agreement for WatersEdge dated July 9, 2014 (the “Reimbursement Agreement”) by and among the City (identified in the Reimbursement Agreement as “Vineyard Town” and herein as “City”), the Agency, and the Developer. The Reimbursement Agreement has not previously been supplemented or amended. The Reimbursement Agreement is secured by 100% of the total available tax increment generated by the Property (as defined in the Reimbursement Agreement) until all costs for Backbone Infrastructure and Final Park Improvements (as defined in the Reimbursement Agreement) have been reimbursed to Developer.

WHEREAS, in order to facilitate the issuance of the Bonds, the parties desire to enter into this Agreement to subordinate the Reimbursement Agreement Documents (as defined herein) and any amounts payable thereunder to the Indenture and any bonds payable thereunder, including the Bonds;

NOW THEREFORE, the parties hereto, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

“Reimbursement Agreement Indebtedness” shall mean all existing and future indebtedness, liabilities and obligations of any kind of the City/Agency to the Developer, under the Reimbursement Agreement Documents, any refinancings or replacements of any of the Reimbursement Agreement Documents, and including, without limitation, any obligation with respect to any interest due or to become due with respect to any of the foregoing that shall accrue subsequent to the filing of a petition or the commencing of a case or the occurrence of any other action to initiate any bankruptcy, insolvency, reorganization or similar proceeding or after declaration or determination of insolvency or bankruptcy.

“Reimbursement Agreement Documents” shall mean the Reimbursement Agreement and any other documents evidencing, securing or otherwise executed and delivered in connection with the Reimbursement Agreement.

“Indenture” shall mean the Indenture identified above and any other documents evidencing, securing or otherwise executed and delivered in connection with the Indenture.

2. Subordination. The Developer hereby irrevocably and unconditionally agrees that the Reimbursement Agreement Documents and all amounts payable thereunder are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Indenture, the Bonds and all other existing indebtedness of the Agency payable in whole or in part by the total available tax increment under the Reimbursement Agreement. Furthermore, the Developer hereby irrevocably and unconditionally agrees that the Reimbursement Agreement Documents are and shall be subject and subordinate in all respects to additional debt issued in conformance with the Indenture (including, but not limited to, the additional bonds test described therein). Such subordination by the Developer is conditioned upon receipt of \$ _____ in Bond proceeds, which shall be delivered by the Agency to the Developer promptly following the Bond issuance and which shall constitute a prepayment of amounts payable under the Reimbursement Agreement (together with a Developer \$ _____ contribution towards closing costs of the Bonds constituting an additional write down against amounts payable under the Reimbursement Agreement).

3. Duration. This Agreement is of a continuing nature, and it shall continue in force so long as any portion of the Indenture remains in effect.

4. Successors and Assigns. This Agreement shall be binding upon the Agency and upon its successors and permitted assigns, and shall be binding upon and inure to the benefit of Trustee, and be binding on the Developer and its respective successors and assigns and binding upon the City and its successors and assigns.

5. Governing Law. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of Utah applicable to agreements made and to be entirely performed within such State.

6. Consent to Jurisdiction.

(a) THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF UTAH, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND TO OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREUNDER OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH COURT. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT

PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT A TRANSACTION DOCUMENT OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

(b) To the extent permitted by applicable law, the parties hereto shall not seek and hereby waive the right to any review of the judgment of any such court by any court of any other nation or jurisdiction which may be called upon to grant an enforcement of such judgment.

(c) Each party to this Agreement irrevocably consents to service of process upon it by certified or registered mail, return receipt requested, at its address specified below:

AGENCY:

The Vineyard Redevelopment Agency, Utah
125 South Main Street
Vineyard, Utah 84059

CITY:

City of Vineyard, Utah
125 South Main Street
Vineyard, Utah 84059

TRUSTEE:

U.S. Bank National Association
Corporate Trust Department
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

DEVELOPER:

Vineyard 241, LLC
[170 S. Interstate Plaza, Suite 250
Lehi, Utah 84043]

Nothing contained in this Section shall be deemed to affect the right of any party to this Agreement to serve process in any other manner permitted by law.

7. Amendment and Waivers. Except as otherwise provided herein, this Agreement may be changed, modified or waived only by a writing signed by the parties hereto.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

9. Supremacy of Provisions of this Agreement. The terms and provisions of this Agreement are supreme and paramount and by its execution and delivery of this Agreement the Developer agrees to abide and be bound by the terms and provisions hereof notwithstanding any inconsistency or conflict with any terms or conditions relating to the Reimbursement Agreement Documents or Reimbursement Agreement Indebtedness.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and therein, and this Agreement supersedes and replaces any agreement or understanding that may have existed between the parties hereto prior to the date hereof in respect of such subject matter.

11. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the parties hereto agree that such holding shall not invalidate or render unenforceable any other provision hereof. The parties hereto further agree that the holding by any court of competent jurisdiction that any remedy pursued by any party hereto is unavailable or unenforceable shall not affect in any way the ability of such party to pursue any other remedy available to it hereunder.

* * *

Remainder of page intentionally left blank.

|

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

AGENCY:

VINEYARD REDEVELOPMENT AGENCY,
UTAH

By: _____
Authorized Officer

DRAFT

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

CITY:

CITY OF VINEYARD, UTAH

By: _____
Authorized Officer

DEVELOPER:

VINEYARD 241, LLC, a Utah limited liability
company

By: _____

Name: _____

Title: _____