



**NOTICE OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
September 8, 2021 – 6:00 PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, September 8, 2021, starting at 6:00 PM or as soon thereafter as possible, 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

2. CONSENT AGENDA

2.1 [Approval of the August 11, 2021 RDA Meeting Minutes](#)

3. REVIEW

3.1 REVIEW – [Site Plan and Conditional Use Permit Application for a Golf Outdoor Recreational Facility](#) *(15 minutes)*

The Vineyard RDA Board will review the site plan and conditional use permit application that was approved by the Planning Commission on September 1, 2021.

4. BUSINESS ITEMS

4.1 DISCUSSION AND ACTION – [Modify Dates in the Tax Increment Participation Agreement between the Vineyard Redevelopment Agency Board and Fifty Mill, LLC.](#) *(15 minutes)*

Staff is recommending changing to the deadlines listed in the Tax Increment Participation Agreement. The RDA Board will appropriate action.

5. 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: September 7, 2021

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



**MINUTES OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
August 11, 2021 at 7:28 PM

Present

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

Absent

Staff Present: City Engineer Naseem Ghandour, Assistant Public Works Director Chris Wilson, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Building Official George Reid, Water Manager Sullivan Love, City Recorder Pamela Spencer, and Albert Foster with Facil HR

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

Chair Fullmer opened the meeting at 7:28 PM.

2. CONSENT AGENDA

2.1 Approval of the July 7, 2021 RDA Meeting Minutes

Chair Fullmer called for a motion.

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

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – Amendments to the Waterfront Planning and Design Services Consultant Contract

Community Development Director Morgan Brim will present amendments to the Waterfront Planning and Design Services Consultant Contract. The RDA Board will take appropriate action.

Mr. Brim gave a brief overview of the contract amendments. There was a discussion about the timeline.



Motion: BOARDMEMBER WELSH MOVED TO APPROVE CHAIR FULLMER TO SIGN A CONTRACT WITH FFKR AND EDSA FOR THE VINEYARD WATERFRONT PLANNING AND DESIGN SERVICES AS PRESENTED. BOARDMEMBER FLAKE 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 to adjourn the meeting.



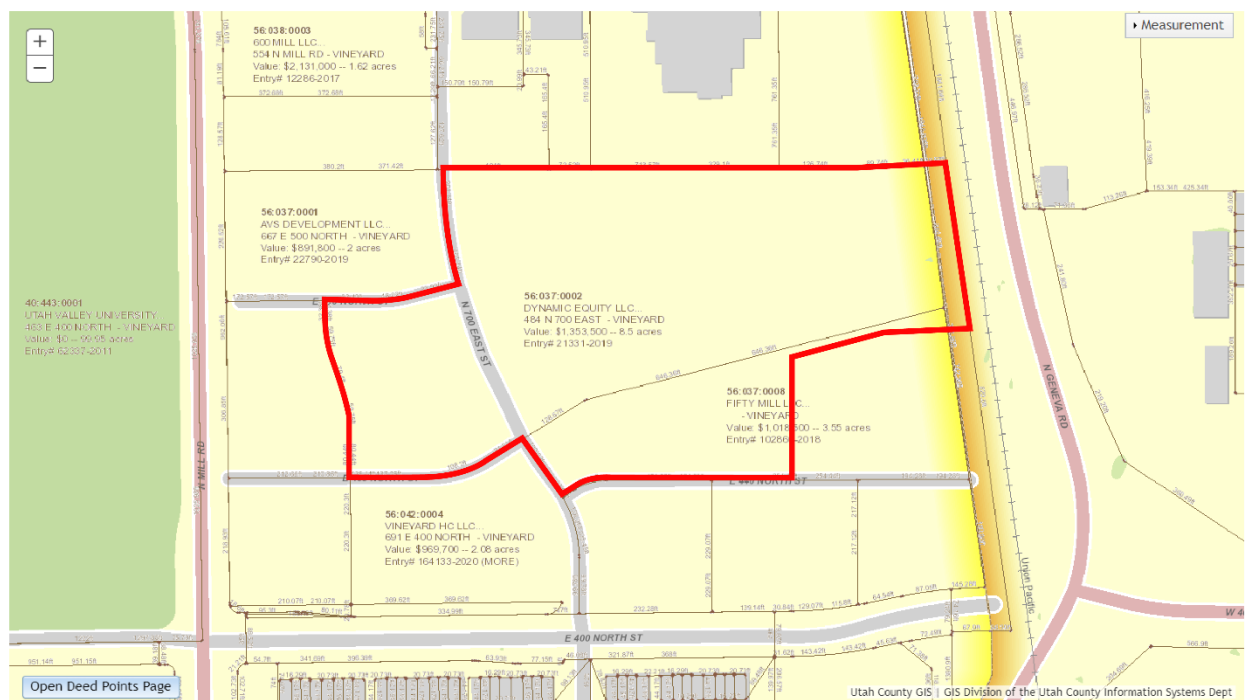
Motion: BOARDMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:32 PM. BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

Community Development

Date: September 8, 2021
From: Briam Amaya Perez, Planner II
To: Redevelopment Agency Board
Item: 3.1 Topgolf Site Plan and Conditional Use Permit
Permit: PLAN21-343 (CityInspect)
Address: 787 E 400 N, Vineyard, Utah, 84059
Applicant: Paul Straits, ARCO Murray
Owner: Fifty Mill, LLC



ANALYSIS

The applicant, Paul Straits, with ARCO/Murray, is requesting approval of a site plan and conditional use permit at The Yard 'Plat B' Subdivision. The subject property is located directly south of the Megaplex, east of Mill Rd, and north of the Edgewater Subdivision. These parcels are zoned Regional Mixed-Use (RMU). The RMU zone is intended to provide commercial, employment, and residential uses...with intensities and densities that promote a mix of day and nighttime activities. The Vineyard Zoning Code (VZC) classifies Topgolf as a 'Commercial Recreation, Outdoor' land use. This land use category requires a conditional use permit and a public hearing. The site measures 461,460 SF (10.59 AC) and the proposed building measures 24,257 SF plus 72 hitting bays.

Topgolf is a premier sports entertainment venue consisting of a technologically advanced multi-level golf driving range, a full-service restaurant and bar, and entertainment complex. The venue features a two-level building housing the restaurant, bar, and entertainment space including two climate-controlled

levels of golf ball hitting bays, and an outfield with electronic targets for exclusive golf games that everyone of all ages and skill levels can enjoy.

The following have been proposed as accessory uses to the regular operation of the outdoor recreation and entertainment facility:

1. Installation of netting and poles, not to exceed one hundred fifty-six (156) ft in height above the finished floor elevation of the building.
2. Parking for the outdoor recreation and entertainment facility in the amount generally shown on the site plan.
3. Miniature golf operation.
4. Outdoor seating and dining areas.
5. Outdoor patio areas.

FINDINGS

1. The building is situated across two parcels on the south end of the property.
 - a. The applicant will submit a lot line adjustment application upon approval of the site plan and conditional use permit. Until the lot line adjustment application is approved (internally by staff), the applicant shall not be allowed to apply for a building permit.
2. At least one major private or public space, such as a plaza, park, town square, or other gathering space must be provided per the RMU code.
 - a. The applicant has provided outdoor seating areas near the main entrance of the building. These shall be accessible to the public.
3. Pedestrian circulation, access, and safety shall be maximized in and around the site. The applicant shall provide for safe pedestrian crossing across 700 E St.
 - a. The applicant has provided pavement cross-hatching along the front of the building on 700 E to help vehicles be aware of pedestrians. An additional crosswalk at the southern end of the building has also been provided. The second crosswalk shall be constructed of stamped and/or raised concrete, or of other material and design to differentiate the area as a pedestrian/vehicle interface.
4. A maximum of 60% turf coverage across the site is allowed per the zoning code.
 - a. The applicant has provided revised turf coverage calculations: 28% (23,768 SF) of the total landscape area is turf.
5. Any signage on the building shall only be approved through a sign permit application.
6. The Topgolf Digital Screens shall not be approved with this application.
7. Driving range facility safety netting has no exterior mounted lighting. All lighting proposed by the applicant is sourced from the building towards the outfield. Lighting on the building is down directed and shielded so as to minimize light trespassing onto adjacent properties.

STAFF RECOMMENDATION

On September 01, 2021, the Vineyard City Planning Commission approved this site plan and conditional use permit. Staff recommends approval of the site plan and conditional use permit, provided the following conditions are met.

CONDITIONS

1. A sign permit application shall be submitted for proposed signage on the building.
2. The Topgolf Digital screens shall not be approved with this application.
3. The applicant shall follow all Bike Rack General Requirements.
4. The applicant pays any outstanding fees and makes any redline corrections.
5. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

"I move to approve the site plan and conditional use permit as requested by Paul Straits (ARCO Murray) with the proposed conditions...."

ATTACHMENTS

Scope of Work

Site Plan

Landscape Plan

Exterior Elevations

Materials Board

Photometric Plan

Renderings

Digital Screens Content Sheets

Analysis	
Zoning	Regional Mixed-Use (RMU)
Use	Commercial Recreation, Outdoor
Lot Size	461,460 SF (10.59 AC)
Building Square Footage	24,257 SF; 72 hitting bays
Maximum Building Height	Allowed: 60' Actual: 34'
Minimum Front Yard	Required: 15' Actual: 46'9"
Minimum Rear Yard	Required: NA Actual: 50'1"
Minimum Side Yard for Interior Lots	Required: NA Actual: 14'3" (NORTH);
Minimum Side Yard for Corner Lots	Required: NA Actual: 63'11" (SOUTH)
Maximum Building Lot Coverage	Required: NA Actual: 22,974 SF (4.97%)
Minimum Open Space (OS)	Required: 10% per the RMU Code Actual: 18% (84,596 SF)
Minimum Distance for Driving Range Facility Safety Netting from Residential Building(s)	Required: 400 FT Actual: 405.7 FT
Maximum Height of Driving Range Facility Netting and Poles	Required: 180 FT Actual: Shall not exceed 156 FT
Parking Stalls	Required: 158 stalls - 1 Stall/200 SF Floor Area

		- 1 Stall/every 2 hitting bays Actual: 253	
ADA Parking Stalls		Minimum Required: 7 (5 ADA; 1 ADA Van Accessible) Actual: 5 ADA; 2 ADA Van Accessible	
Bicycle Parking		Required: 16 Actual: 16	
VZC 15.36 Site Planning and Building Design Requirements			
Category	Standard	Staff Comments	Compliance
15.36.030.1 Subdivision and Project Features	All subdivisions and other projects shall include subdivision and project features that add visual interest and attractiveness to the subdivision or project area and the City. Such features may include subdivision and project entry features, public art pieces, streetscape designs, and biking facilities and trails, consistency in design features, protection of sensitive lands features including drainage ways and wetlands areas, and <i>useable</i> parks and open spaces.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a Building Design	The City encourages creative and varied architectural forms reflecting its historic rural character. The goal is that all man-made structures blend harmoniously with the natural environment.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.i View Protection	Care shall be taken to control the proportion and massing of buildings to minimize the obstruction of all views. Vertical design elements exaggerating building height and dominate rooflines shall be avoided.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.ii Building massing	In order to maximize the integration of all man-made structures and features with the natural environment and to minimize undesirable		☒ Yes ☐ No ☐ N/A

	distractions, all Land Use Applications shall incorporate techniques for reducing the apparent size and bulk of proposed buildings and structures		
15.36.030.1.a.ii.1 Coherent building design	All sides of a building may have a visual or other impact and shall be coherently designed and treated. A façade not related to the rest of the building shall be avoided. A consistent level of detail and finish on all sides of a building shall be provided.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.ii.2	Continuous building wall surfaces shall be relieved with variations of wall planes or overhangs that create shadow areas and add visual interest.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.iii Reduced roof mass	The roof of a building is often the single greatest contributor to its mass and most obvious obstacle to the views from adjacent properties. Visual impact is minimized when the roof is very shallow pitch, or a hip roof formation (sloping from the sides as well as the front and back) rather than a gabled formation (sloping from the front and back only)		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.iv Varying Roofline	Variation in the roofline is an effective means of harmonizing buildings with their surroundings by blending its line and form.		☒ Yes ☐ No ☐ N/A
15.36.030.1.a.v Architectural details	Surface details, ornaments, and other building elements that enrich the character of a building are encouraged. Attention to detail, including all building and architectural design elements shall be		☒ Yes ☐ No ☐ N/A

	required. The following architectural details are desirable and encouraged: - Stonework - Exposed beams and columns - Cornices, moldings, bands, pop-outs, decorative vents, cast or sculpted features - Covered entries, patios, walkways, breezeways, bays, and balconies - Enclosed courtyards and patios, trellises, landscape areas and wide roof overhangs - Accessories such as art features, benches, pots, lamps, artwork, and sculptures.		
15.36.030.2. Building Additions	Proposed additions to existing buildings shall incorporate the predominant architectural features, materials, and colors of the existing building		☒ Yes ☐ No ☐ N/A
15.36.030.3 Accessory Buildings and Structures	Materials used for all accessory buildings, structures and fences shall be compatible with the building materials and colors of the primary structure.		☒ Yes ☐ No ☐ N/A
15.36.030.4 Mechanical Equipment	Air conditioning units, generators and other auxiliary mechanical and building equipment shall be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for adjacent properties and public rights-of-way. Screening walls, landscaping, and other screening		☒ Yes ☐ No ☐ N/A

	treatments shall be used so all required mechanical equipment is screened from public streets and adjoining properties. All building-mounted mechanical or communications equipment shall be a color to make it as unobtrusive as possible. If located on or adjacent to a building wall, the color of all mechanical and communications equipment shall blend with the color and design details of all the buildings.		
15.36.030.5.a. Building Location	All site plans shall demonstrate design sensitivity to adjoining structures. New buildings shall not overpower existing buildings. Attention to building height, rooflines, and grade changes will help provide continuity with adjacent and neighboring buildings.		☒ Yes ☐ No ☐ N/A
15.36.030.5.b Building Location	All project and building plans shall provide for the integration of the existing, or planned, pedestrian and vehicular circulation patterns, protect views, and be harmonious with the adjacent building designs, styles, and size.		☒ Yes ☐ No ☐ N/A
15.36.030.5.c Building Location	All project and building plans shall allow for, and provide interconnected streets, walkways, trails, and parking areas, as applicable		☒ Yes ☐ No ☐ N/A
15.36.030.5.d Building Location	All buildings shall have an orientation to the street to encourage a pedestrian relationship. Building placement shall allow interconnected walkways and shared site accesses, as		☒ Yes ☐ No ☐ N/A

	applicable, for increased convenience, accessibility, and enhanced safety for pedestrians.		
15.36.030.6 Pedestrian Scale	Regardless of overall building size, elements and facades at the pedestrian level shall achieve a sense of human scale and create visual interest at eye level.		☒ Yes ☐ No ☐ N/A
15.36.030.7 Building Materials and Textures	Exterior building materials shall be similar to and compatible with those found in a rural setting. Restraint should be used in the number of different exterior building materials selected. Masonry, wood siding, board and batten, lap siding and exposed wood structural members are encouraged in natural colors or earth tone finishes.		☒ Yes ☐ No ☐ N/A
15.36.030.8.a Building Material Color	All building materials and colors shall minimize the impact of buildings on the natural setting. All exterior buildings colors shall be subdued earth tones and muted colors that blend and do not contrast with naturally occurring colors. Retaining walls, wall extensions from buildings, and all walls and fences shall be the same or compatible color and materials, as the main buildings.		☒ Yes ☐ No ☐ N/A
15.36.030.8.a Building Finishes	High gloss paints, factory finished metals or other materials which increase visual impacts, and aluminum, white or reflective roofs are prohibited. Matte finishes are recommended. Chimneys, flues, vents, gutters, down, spout, mechanical and electrical		☒ Yes ☐ No ☐ N/A

	equipment, railings, window shading devices shall be similar in intensity of color to surrounding surfaces of the building, unless they are a special building design feature. In such cases, a subdued accent color may be acceptable. Bright, glossy, fluorescent color schemes and mirrored or other highly reflective glass is strongly discouraged.		
15.36.030.9 Subdivision and Site Design and Layout	All subdivision and site plans shall recognize and preserve, as much as practicable, the natural features and sensitive areas occurring on the site. All subdivisions and other projects shall demonstrate efficiencies in the provision of infrastructure, including reductions in hard-surfaced areas, land disturbance, and the retention of existing vegetation, as practicable		☒ Yes ☐ No ☐ N/A
15.36.030.9.a.i.	All buildings and structures shall be arranged to preserve and provide open space and to protect views . The locations of all buildings and structures shall recognize the existing topography and natural features of the site. All natural features shall be preserved, as practical, and integrated into the subdivision or site plan design.		☒ Yes ☐ No ☐ N/A
15.36.030.9.a.ii.	Provide an interconnected system of open space areas. The locations of all buildings and structures shall allow and provide areas of open space and landscaping to connect with similar open spaces and landscaping areas existing, or planned to be		☒ Yes ☐ No ☐ N/A

	located on adjacent properties.		
15.36.030.10 Site Access	The location and number of access points to the site, the interior circulation pattern , and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience , and should be harmonious with proposed and neighboring buildings.		☒ Yes ☐ No ☐ N/A
15.36.030.11 Noise Impact	Subdivision and site design shall include provisions for limiting noise, particularly to adjacent property. The occupants of a development should be protected from noise from both outside and within the site through screening, setbacks, and building materials. Noise generating uses and equipment shall be located and buffered to minimize site and off-site impacts.		☒ Yes ☐ No ☐ N/A
15.36.030.12 Views	Due to the community quality and character created by the surrounding scenic beauty, it is essential that the Town and all subdivision and site plan designs preserve general access to significant views. These views include Mount Timpanogos, Provo Canyon, West Mountain, and Utah Lake		☒ Yes ☐ No ☐ N/A
15.36.030.13 Landscaping Design Standards	Landscape improvements shall be an integral element of all subdivision and site plan designs. Landscaping shall complement the architecture of all proposed buildings and structures and provide visual interest and variety, provide screening elements, provide year-round site beautification,		☒ Yes ☐ No ☐ N/A

	blend with the natural landscape and highlight building design features.		
15.36.030.13.a Landscape Buffers	Landscape buffers between dissimilar or conflicting land uses shall be provided. Landscape buffers shall be provided for off-street parking and service areas and these areas shall be screened from public streets.		☒ Yes ☐ No ☐ N/A
15.36.030.13.b Transitional Landscaped Areas	Where new development adjoins areas of natural open space, a soft transitional edge shall be provided to create a gradual transition between the natural open space area and the new development.		☒ Yes ☐ No ☐ N/A
15.36.030.13.c Landscape Materials	All proposed plantings and site materials should be consistent with (but not uniform) and of a similar scale with existing natural neighboring landscape, and adjacent streetscape areas where appropriate. Drought tolerant "xeriscape" landscaping is encouraged. Landscaping improvements may also include berms, contouring, rocks, and boulders.		☒ Yes ☐ No ☐ N/A
15.36.030.13.d Plant Size, Spacing, and Scale	The size and spacing of landscape elements shall be consistent and establish a coordinate relationship to any existing or proposed streetscape plantings. The size and space of landscape elements shall also be of appropriate scale and character to all proposed buildings, structures, and features.		☒ Yes ☐ No ☐ N/A

15.36.030.13.e Streetscape Landscape Treatments	All streetscapes shall create an attractive public space design and include street tree plantings, landscaping and other treatments and improvements, including consistency in street lighting, pedestrian lighting, public art and pedestrian and biking facilities and street furniture.		☒ Yes ☐ No ☐ N/A
15.36.030.14 Wall, Fences, and Other Visual Barriers	Walls, fences, and barriers located adjacent to all public rights-of-way shall be constructed of long-lasting durable materials. Walls, fences, and barriers that create a continuous surface greater than 30 feet in length shall be softened visually with acceptable landscaping or other treatments. Berms, boulders, and vegetation masking are effective substitutes for walls and fences. Walls, fences, and barriers located to separate individual lots should be constructed of materials that are compatible with the residence.		☒ Yes ☐ No ☐ N/A
15.36.030.15 Non-vegetative Ground Cover	Non-vegetative ground cover treatments may include rocks and small stones, granite, and bark. Areas of non-vegetative ground cover materials shall be broken and interspersed with plant materials.		☒ Yes ☐ No ☐ N/A
15.36.030.16 Landscape Maintenance	All landscape plans shall demonstrate that long-term maintenance factors have been considered in the landscape design. For example, irrigation systems shall be designed to achieve low maintenance and efficient water consumption.		☒ Yes ☐ No ☐ N/A

15.36.030.17 Site Light Standards	To protect views of the night sky, all outside shall be “down lighting” so that lighting does not trespass to adjoining properties. All exterior lighting shall be shielded or hooded so that no light is allowed to spill or trespass onto adjacent properties.		☒ Yes ☐ No ☐ N/A
15.36.030.17. a.	Warming lighting colors are encouraged. Blue-white colors or fluorescent and mercury vapor lamps are prohibited.		☒ Yes ☐ No ☐ N/A
15.36.030.17. b.	All exterior lighting should be reduced to the minimum levels necessary for safety and security purposes. The use of motion sensors and timers is encouraged.		☒ Yes ☐ No ☐ N/A
15.36.030.17. c. Parking Lot Lighting	Minimum adequate lighting should be provided in all parking areas, with emphasis placed on appropriate lighting at entrances and exits . All parking area lighting shall be integrated with landscape features. The height of pole-mounted fixtures shall be held to a minimum practical height, but not exceeding twenty (20) feet.		☒ Yes ☐ No ☐ N/A
17.36.030.18.a. Project, Site and Building Sign Standards	The placement and design of all allowed signs shall be found to be compatible with the development project and with the surrounding area. Signs shall be provided as an integral site and building design element and shall be compatible with the style of the buildings in terms of location, scale, color, and lettering style.		☒ Yes ☐ No ☐ N/A

17.36.030.18.b	Signs should be located so they comply, at a minimum, with the clear view requirements, as provided herein		☒ Yes ☐ No ☐ N/A		
17.36.030.c	All sign materials shall be compatible with building materials and colors. The illumination of all signs shall be accomplished in a manner that focuses light on the sign and fully shields the light source.		☒ Yes ☐ No ☐ N/A		
VZC Chapter 15.38 Parking and Loading Requirements					
Category	Standard			Staff Comments	Compliance
15.38.030.1.e Parking Stall Dimensions	Type	Width	Length		☒ Yes ☐ No ☐ N/A
	Standard	9 ft	20 ft		
	Parallel	8 ft	24 ft		
	The front of the parking space may overhang 2 feet into a landscape strip or pedestrian walkway, however, any parking spaces protruding over a pedestrian walkway shall maintain at least a 4 foot wide clearance for pedestrian access (a total of 6 feet from the curb face to the opposite edge of the walkway).				
15.38.030.1.f. Parking Aisle Dimensions	Angle	1way Aisle	2way Aisle		☒ Yes ☐ No ☐ N/A
	90 deg.	24 ft	24 ft		
	60 deg.	18 ft	22 ft		
	45 deg.	18 ft	20 ft		
	30 deg.	18 ft	20 ft		
15.38.030.1.g. Parking Lots	Parking lots shall be designed in groupings no larger than 200 spaces. Larger lots shall be divided by buildings, plazas, or significant landscaped areas oriented for pedestrian use.				☒ Yes ☐ No ☐ N/A
15.38.030.1.h. Within Structures	The off-street parking requirements may be furnished by providing spaces designed within the principle				☒ Yes ☐ No ☐ N/A

	building or a parking structure. However, no building permit shall be used to convert said parking structures into a dwelling unit, living area, or other activity until other adequate provisions are made to comply with the required off-street provisions of this Section		
15.38.030.1.i. Circulation Between Bays.	Parking areas shall be designed so that circulation between parking bays occur within the designated parking lot and does not depend upon a public street or alley. Parking area designs which require backing into a public street are prohibited except for one, two, or three-family dwellings.		☒ Yes ☐ No ☐ N/A
15.38.030.1.j. Surfacing	All areas intended to be utilized for parking space, access aisles, and driveways shall be paved with concrete or asphalt to control dust and drainage. Areas for outdoor storage of material and equipment may be covered with decomposed granite to provide a dust free surface. Such area shall not be considered as part of a required landscape area.		☒ Yes ☐ No ☐ N/A
15.38.030.1.k. Striping	Except for one, two, and three-family dwellings, all parking stalls shall be marked with painted lines not less than 4" wide		☒ Yes ☐ No ☐ N/A
15.38.030.1.l. Lighting	Parking lots used during hours of darkness shall be illuminated. Any lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light down and/or away from adjoining property, abutting		☒ Yes ☐ No ☐ N/A

	residential uses and public right-of-ways and shall be a maximum of 20 feet in height above the surface parking for non-residential uses and 16 feet for residential uses.		
15.38.030.1.m. Protruding Vehicles	All on-site parking stalls shall be designed and constructed so that parked vehicles shall not protrude over a property line.		☒ Yes ☐ No ☐ N/A
15.38.030.1.n. Screening	All off-street parking lots of 4 or more spaces shall be screened from the street view and adjacent residential districts by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at 3 feet high, as measured at finished grade adjacent to the parking area to be screened. All walls or berms shall be installed a minimum of 2.5 feet back from the edge of the parking stall.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.i. Parking Area Landscaping	5% of the gross parking surface area shall be of disperse interior landscaping, designed so as to reduce the "heat island" effect and to enhance the aesthetics of a parking area. A development with single drive aisle between a building and property boundary may include the required landscaping on the perimeter of the drive aisle toward this requirement. Acceptable interior landscaping designs: 1) 5' by 5' tree diamonds placed not more than 6 parking spaces apart and located at the intersection of parking stalls. Tree		☒ Yes ☐ No ☐ N/A

	diamonds shall be used only with 90 degree parking spaces. 2) Min. 5' wide landscape medians with trees planted 40 feet apart 3) Min. 5' wide landscape islands and peninsulas with at least 1 tree 4) Other similar designs that disperse landscaping throughout a parking area, to be determined by the Planning Commission.		
15.38.030.1.o.ii.	Parking areas should be buffered from adjacent residential property and screened from streets, so automobiles are not visible below the average headlight height. Screen methods may include landscaped berms, low walls, and hedges		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.iii.	Access drives, internal circulation drives, parking area, and pedestrian walkways shall be designed to provide safety and convenience for both motorists and pedestrians and to ensure access for the physically disabled. Areas where pedestrian walkways cross driveways shall be constructed of stamped and/or raised concrete, or of other material and design so as to differentiate the area as a pedestrian/vehicle interface.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.iv.	In projects greater than 1 acre, every parking space		☒ Yes

	should be no greater than 150 feet from a walkway leading to a building entrance.		☐ No ☐ N/A
15.38.030.1.o.v.	Joint use of parking is encouraged in order to reduce trips. Access to, and the location of, new parking areas should related to adopted area plans, planned parking area, or to existing area parking schemes. The Planning Commission may increase or reduce the minimum required number of parking spaces required based on city approved parking studies.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.vi.	The number of curb cuts (street accesses) should be minimized and pedestrian access enhanced.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.vii.	Site lighting should be aesthetically attractive, of pedestrian scale, and provide pedestrians with a sense of security.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.viii.	All sites shall meet the requirements of the Americans with Disabilities Act ("ADA")		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.ix.	Parking lot design shall consider development on adjacent sites. The City may require cross access connections/easements to improve traffic circulation and to enhance public safety.		☒ Yes ☐ No ☐ N/A
15.38.030.1.o.x.	Traffic circulation patterns should direct commercial traffic onto arterial streets and not local/neighborhood streets. Multiple family residential traffic should be directed onto collector streets. The City may deny		☒ Yes ☐ No ☐ N/A

	access onto a local/residential street if access to a collector or arterial street is available.		
15.38.030.1.o.xi.	A site plan shall be designed to separate pedestrian and vehicular traffic to the extent possible.		☒ Yes ☐ No ☐ N/A
15.38.030.1.p.i. Maintenance	It shall be the joint and separate responsibility of the owner and/or lessee of the principal use, uses or building to maintain in a neat and adequate manner, the parking space, access ways, striping, landscaping, and required fences or screening.		☒ Yes ☐ No ☐ N/A
15.38.030.1.p.ii. Maintenance	Shrubs within a landscape island shall be maintained to a maximum height of 3 feet and all trees at maturity within such planters shall maintain a minimum clearance of 6 feet from the lowest branch to the adjacent grade elevation.		☒ Yes ☐ No ☐ N/A
15.38.030.1.q. Use of Required Parking Areas for Parking Only	Required off-street parking spaces in any district shall not be utilized for open storage, sale or rental of goods, or storage of inoperable vehicles, except when permitted as a Temporary Use.		☒ Yes ☐ No ☐ N/A
15.38.030.1.r. Signs	No sign shall be located as to restrict the sight lines and orderly operation and traffic movement within any parking area.		☒ Yes ☐ No ☐ N/A
15.38.030.1.s.i. Parking Canopies, Non-Residential and Multi-Family Residential Land Uses	Covered parking canopies may be located within the required side and rear building setbacks provided the structure drains onto the property on which it is located.		☒ Yes ☐ No ☐ N/A

15.38.030.1.s.ii	Covered parking canopies may encroach into required side and rear building setbacks, but may not encroach into required landscaped buffers.		
15.38.030.1.s.iii.	Height of such structures shall be limited to 10 feet		
15.38030.1.s.iv.	All canopies shall include a fascia		
15.38.030.1.s.v.	Setbacks are measured from property line to nearest edge of canopy.		
15.38.030.1.s.vi.	All required landscaping, parking or otherwise, shall be provided.		
15.38.030.2.c. Off-street Parking Requirements Non-residential uses.	Medical Offices and Clinics: 1 space per 200 SF of floor area.		☐ Yes ☐ No ☒ N/A
15.38.030.2.d.i. Mixed Uses	In the case of horizontal mixed-use occupancies in a building or on a lot, the total requirement for off-street parking shall be the sum of the requirements for the various uses computed separately.		☒ Yes ☐ No ☐ N/A
15.38.030.2.d.ii. Mixed Uses	A horizontal mixed-use development may reduce the amount of required parking by 10% if the project is a mixed-use development that includes, as part of an integrated development plan, both residential and non-residential uses or by 25 if the property is within a ¼ mile walking distance to a transit or front runner station. This measurement shall be made along standard pedestrian routes from the property with a parking study submittal by a Registered Professional Engineer, to be approved through the		☒ Yes ☐ No ☐ N/A

	development or site plan approval process.		
15.38.030.2.e. Calculation Spaces	In case of fractional results in calculating parking requirements, the required numbers of the sum of the various uses shall be rounded up to the nearest whole number if the fraction is .5 or greater.		☒ Yes ☐ No ☐ N/A
15.38.030.2.f. Joint Use Parking			☒ Yes ☐ No ☐ N/A
15.38.030.2.g. Offsite Parking			☒ Yes ☐ No ☐ N/A
15.38.040 Off-Street Loading Requirements			☒ Yes ☐ No ☐ N/A
VZC Chapter 15.40 Landscaping			
Category	Standard	Staff Comments	Compliance
15.40.080.1.a. Landscape Improvements and Guarantees	All landscape improvements (landscape materials, irrigation system, screening walls et.) shall be installed and paid for by the developer on the site in accordance with the approved final landscape plan prior to the issuance of a certificate of occupancy for the building or use. When considered advisable, upon presentation of a cash bond, cash deposit, or assured letter of credit an amount sufficient to guarantee installation of the landscaping and irrigation system, the City Planner may approve a delay in the immediate installation of the		☒ Yes ☐ No ☐ N/A

	required landscape improvements for a period of time not to exceed 6 months. In those instances where the City Planner approves a delay in the installation of the required landscape improvements, a temporary certificate of occupancy shall be issued for the building or use conditioned upon the satisfactory installation of the required landscape improvements within the time period approved by the Town Planner.		
15.40.080.1.b. Minimum Size of Plantings	Unless otherwise specified herein, all required deciduous trees shall be a minimum of 2-inch caliper in size. All evergreen trees shall be a minimum of 6 feet in height. All shrubs shall be a minimum of 5 gallon in size.		☒ Yes ☐ No ☐ N/A
15.40.080.1.c. Plant Installation	Plants installed pursuant to this Chapter shall conform to installation standards within the approved Vineyard Tree Manual		☒ Yes ☐ No ☐ N/A
15.40.080.1.d. Plant Materials	Plants shall be drought tolerant and well-suited to the soil conditions at the project site. Plants with similar water needs shall be grouped together in landscape zones as much as possible. The applicant shall provide water requirements for all plant material. Plant materials shall be chosen from the approved Vineyard Tree Manual.		☒ Yes ☐ No ☐ N/A
15.40.080.1.e. Limitation on the Use of Turf.	Turf shall be limited to 60% of the total landscaped area. All landscape areas, other than those designated for recreation purposes such as parks and playfields as		☒ Yes ☐ No ☐ N/A

	determine by the City Planner are subject to this limitation.		
15.40.080.1.f. Natural Topping of Landscape Areas	All landscaped areas shall be finished with a natural topping material which may include but not limited to the following: turf, groundcover, planting, decorative rock (2 inches minimum depth and a minimum size of ½ inch), or wood mulch (4 inches minimum depth). A pre-emergent herbicide shall be applied to the ground prior to the placement of natural surface materials in any landscaped area to prevent weed growth.		☒ Yes ☐ No ☐ N/A
15.40.080.1.g. Irrigation Standards			☒ Yes ☐ No ☐ N/A
15.40.080.1.h. Separate Connection			☒ Yes ☐ No ☐ N/A
15.40.080.1.i. Soil Preparation			☒ Yes ☐ No ☐ N/A
15.40.080.1.j. Protection of Landscaped Areas	Permanent containment barriers (concrete curbs or bumper guards) shall be installed and properly secured within or adjacent to all proposed parking areas and along all driveways and vehicular access ways to prevent the destruction of landscape materials by vehicles.		☒ Yes ☐ No ☐ N/A
15.40.080.1.k. Use of Landscaped Areas	No part of any landscape area shall be used for any other use such as parking, signs, or display; except for		☒ Yes ☐ No ☐ N/A

	required on-site retention areas or when such use is shown on the approved final landscape plan.		
15.40.080.1.l. Detention Basins			☒ Yes ☐ No ☐ N/A
15.40.080.2.a. Onsite Landscaped Areas	For all development within the industrial zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than 5% of the net site area, whichever is greater.		☒ Yes ☐ No ☐ N/A
15.40.080.2.b.	For all development within all other zoning district, landscaped areas shall be provided on the site in an amount equal to or greater than 20% of the net site area. For the purposes of this section, landscape areas shall also include plazas.		☒ Yes ☐ No ☐ N/A
15.40.080.2.c.	All portions of a development site not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas, and approved storage areas shall be landscaped in accordance with the provisions of this Chapter. Future building pads within a phased development shall be improved with temporary landscaping, or otherwise maintained weed-free in such a manner as may be approved by the City Planner.		☒ Yes ☐ No ☐ N/A
15.40.080.2.d.	The landscaping of all street rights-of-way contiguous with the proposed development site not used for street pavement, curbs, gutters, sidewalks, or driveways shall be required		☒ Yes ☐ No ☐ N/A

	in addition to the on-site landscaped areas required herein.		
15.40.080.3.a. Landscaped Buffers	A minimum 10-foot-wide landscape buffer shall be required along those property lines of a site developed for multiple-family residential, commercial, or industrial uses when such property lines are contiguous with any residential development or residential zoning district; except that no such landscape buffers shall be required for multiple-family residential contiguous with other multiple-family development or a multiple-family zoning district. The area of this landscape buffer shall not be used to satisfy the landscape area requirements of this Section.		☒ Yes ☐ No ☐ N/A
15.40.080.3.b.	The landscape buffer areas shall be improved with a minimum of 1 screening tree spaced at each 15-foot interval of the property boundary being screened.		☒ Yes ☐ No ☐ N/A
15.40.080.4. Parking Lot Landscaping	Parking lot landscaping shall be as required in Title 15.38 Parking and Loading Requirements. The landscaped area within these planters may be used to satisfy, to the extent provided, the landscaped area requirements set forth in this Section.		☒ Yes ☐ No ☐ N/A
15.40.080.5. Building Foundations	For each elevation visible from a public or private street, a minimum of 5-foot foundation planting area shall be provided.		☒ Yes ☐ No ☐ N/A

15.40.080.6.a. Street Frontages	The landscape setback, measured from the property line, for non-residential and multi-family uses shall be as follows: Arterial: 25 Feet Collector: 20 Feet Local Streets: 15 feet		☒ Yes ☐ No ☐ N/A
15.40.080.6.b. Street Frontages	The landscape setback for all residential subdivisions, measured from the back of curb, shall be as follows: Arterial: 20 feet Collector: 15 feet		☒ Yes ☐ No ☐ N/A
15.40.080.6.c. Street Frontages	The landscape setback identified above shall be established and maintained along all street frontages between any perimeter wall, building, on-site parking area or outdoor storage area and the nearest point of the existing or future required street/sidewalk improvements (the back of an existing sidewalk, the line equal to the back of a future required sidewalk, or the back of the street curb where no sidewalk is required). However, for reverse street frontage the landscape widths shall be in accordance with adopted street cross-section designs.		☒ Yes ☐ No ☐ N/A
15.40.080.6.d. Street Frontages	Turf shall be limited to 30% of the total landscape street frontage area. This minimum quantity of trees, shrubs, and vegetative groundcover shall be located between the curb and the landscape setback. The street frontage landscaping shall be designed and located to enhance the proposed development project and the streetscape.		☒ Yes ☐ No ☐ N/A

15.40.080.6.e. Street Frontages	The installation of street trees, shrubs and vegetative groundcover shall be required for all applicable projects in an amount equal to or greater than 1 tree and 10 shrubs for every 20 feet of street frontage. Or 1 tree and 10 shrubs for every 40 feet of street frontage for residential subdivisions and vegetative groundcover as required to meet a minimum of 65% of the total street frontage landscaped area.		☒ Yes ☐ No ☐ N/A
15.40.080.7. Cumulative Totals	Quantities of plants required by each of this Chapter which apply to that projected submitted to the town for landscape approval shall be added together to calculate the minimum total quantity of plant materials required for that particular project.		☒ Yes ☐ No ☐ N/A
VZO: Special Purpose Zoning Districts – Chapter 2 Regional Mixed-Use District			
Standard	Standard	Staff Comments	Compliance
2.08.1.a. Project Characteristics	Multiple buildings which may accommodate one or more uses		☐ Yes ☒ No ☐ N/A
2.08.1.b.	Buildings on the site connected by internal streets and drives, and pedestrian connections and pathways		☒ Yes ☐ No ☐ N/A
2.08.1.c.	At least one major private or public space, such as a plaza, park, town square, or other gathering space		☒ Yes ☐ No ☐ N/A
2.08.2. Minimum Acreage	The minimum acreage required for a Development Plan shall be ten (10) acres; provided, however, that a parcel of less than 10 acres may be approved, subject to compliance with all provisions of this ordinance		☒ Yes ☐ No ☐ N/A

	and approval by the City Council		
2.08.4. Non-Residential	There is no limit on the intensity of non-residential units as long as each development complies with the development standards of the approved development plan and the requirements herein.		☒ Yes ☐ No ☐ N/A
2.08.5. Building Height	Maximum allowed: 60 FT		☒ Yes ☐ No ☐ N/A
2.08.6. Setbacks	Arterial – 25 feet Collector – 20 feet Local – 15 feet		☒ Yes ☐ No ☐ N/A
2.08.7. Compatibility Requirements	Development shall be compatible with and preserve the character and integrity of adjacent land uses, the development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent land uses. These improvements or modifications may include, but shall not be limited to, the placement or orientation of buildings and entryways, parking areas, buffer yards, alteration of building mass, and the addition of landscaping, walls, or both to ameliorate such impacts.		☒ Yes ☐ No ☐ N/A
2.08.8. Separation Between Industrial Uses			☒ Yes ☐ No ☐ N/A

2.08.9.a.i. Mixed Use Requirements	Each development shall be designed in such a way that it is well integrated within adjacent land uses. Integrated means that uses are within a comfortable walking distance (1/4) mile and are connected to each other with direct, convenient, and attractive pedestrian pathways; or the proposal contains a superior way to achieve the above criteria.		☒ Yes ☐ No ☐ N/A
2.08.9.a.ii.	Projects shall develop a comprehensive open space network that uses plazas and other open space elements to connect uses. Open space areas and the paths link them shall facilitate the integration of adjacent land uses on the site.		☒ Yes ☐ No ☐ N/A
2.08.9.a.iii.	Each development shall provide an on-site system of pedestrian walkways and/or public sidewalks throughout the RMU district. Connections shall be made to provide direct pedestrian and bicycle travel from within the development to adjacent uses and/or sites, transit stops, perimeter sidewalks, major destinations. In order to provide efficient pedestrian connections to adjacent destination, the City may require additional sidewalks, walkways, or bike paths not associated with a street, or the extension of a sidewalk from the end of a cul-de-sac to another street or walkway. Specifically, onsite pedestrian connections shall be		☒ Yes ☐ No ☐ N/A

	provided to and between the following points: 1) The primary entrance or entrances to each building 2) Existing or planned transit stops, stations, and park-n-rid location 3) Trail systems, where determined appropriate either by the City based on the Master Trails Plan. 4) On-site amenities 5) Adjacent development		
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15.38.040.2.h. Bicycle Parking	Required bicycle parking shall be convenient, secure, and readily accessible to shoppers, customers, visitors, employees, students, residents, commuters, and others on the site.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.i. Bicycle Parking	Required Bicycle Parking Spaces: Bicycle parking spaces shall be required in all zones for each site to which this Title applies. The number of bicycle parking spaces to be provided shall be a minimum of three (3) or a number equal to ten percent (10%) of the required on-site automobile parking spaces, whichever is greater. The total number of bicycle parking spaces required by this Title shall not exceed thirty (30) spaces per building. Exception: The Community Development Director may reduce the		☐ Yes ☒ No ☐ N/A

	bicycle parking requirements by fifty percent (50%) for developments that are not likely to attract bicycle traffic because of the nature, location, or other circumstances associated with the development. Developments which are not likely to attract bicycle traffic, but are not limited to, a car wash and personal storage units.		
15.38.040.2.h.ii.1. Bicycle Rack General Requirements	Racks shall be of an “inverted-U” design or as approved by the Community Development Director. Other types of bicycle rack facilities may be provided with approval from the Community Development Director, so long as they meet the requirements list below.		☐ Yes ☒ No ☐ N/A
15.38.040.2.h.ii.2. Bicycle Rack General Requirements	Racks shall be securely anchored so that they cannot be easily removed and of solid construction, resistant to rust, corrosion, hammers, and saws.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.3. Bicycle Rack General Requirements	Racks shall be located in a convenient, highly visible, active, and well-lit area.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.4. Bicycle Rack General Requirements	Racks may be located no more than fifty (50) feet from the primary entrance of each principal building. If there is more than one primary entrance to a building, the bicycle parking must be along all facades with a main entrance.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.5. Bicycle Rack General Requirements	Racks must hold the bicycle securely by means of the frame. The bicycle frame must be able to be supported		☒ Yes ☐ No ☐ N/A

	so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels. The rack should provide two (2) points of contact with the frame, a minimum of six (6) inches apart horizontally. The rack's high point should be at least thirty-two (32) inches.		
15.38.040.2.h.ii.6. Bicycle Rack General Requirements	Racks should be arranged so that the parking area for each bicycle is a minimum of two (2) feet wide and six (6) feet long.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.7. Bicycle Rack General Requirements	Racks should have a minimum of three (3) feet between rack elements (side by side).		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.8. Bicycle Rack General Requirements	A minimum of five (5) feet of aisle width shall be provided between rows of bikes.		☒ Yes ☐ No ☐ N/A
15.38.040.2.h.ii.9. Bicycle Rack General Requirements	Where two bikes can be locked on both sides without conflict, each side can be counted as one (1) required space.		☒ Yes ☐ No ☐ N/A

Operations and Uses

Topgolf is a premier state of the art sports entertainment venue consisting of a technologically advanced multi-level golf driving range, a full-service restaurant and bar, and entertainment complex. The venue is a 43,000 square foot building housing restaurant, bar, and entertainment spaces, including 72 climate-controlled golf ball hitting bays across two levels, and an outfield with electronic targets for an inclusive, high-tech golf game that everyone of all ages and skill levels can enjoy.

With typical operating hours starting at 8am and extending until 1am every day, Topgolf offers its communities multiple different ways to enjoy its unique style of outdoor recreation. Typical morning and daytime guests include attendees of PGA pro taught golf lessons and local high school golf teams, with families, friends, and corporate teams staying through the evening.

Further, the following typical uses shall be allowed as accessory to the regular operation of the outdoor recreation and entertainment facility:

1. Installation of netting and poles, not to exceed one hundred fifty-six (156) feet in height above the finished floor elevation of the building.
2. Parking for the outdoor recreation and entertainment facility shall be allowed in the amount generally shown on the site plan.
3. Miniature golf operation as illustrated on the site plan.
4. Outdoor seating and dining areas as illustrated on the site plan.
5. Outdoor patio area as illustrated on the site plan.

Lighting

Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited, with the exception of those associated with the outdoor recreation and entertainment facility. The facility shall be allowed to have exposed LED lighting strips at each hitting bay in conjunction with its regular operation. The exposed LED lighting strips will be mounted directly to the structure above each hitting bay, offset slightly from the edge, and in general conformance with the specifications submitted with this application. Additionally, exposed colored LED lighting shall be allowed as architectural accent lighting on the exterior of the building for the outdoor recreation and entertainment facility.

Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights of way. The requirement for cut-off type luminaries shall not extend to the outdoor recreation and entertainment facility, as the proposed outfield lighting will consist of exposed LED light strips directed horizontally towards the outfield playing surface. The outdoor recreation and entertainment facility may adjust the lighting levels of the outfield lights outside of its business hours, except as required for its maintenance operations.

Site Design

Over approximately 10.25 acres, impervious lot coverage includes 23,500 square feet of building and just over 353,000 square feet of pavement and hardscaping, which also includes the grass-look turf of the outfield. Pervious landscaping accounts for nearly 85,000 square feet throughout the parking areas and front and side yards. See the enclosed exhibit and sheet C-200 of the civil engineering plan set for this

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detailed information.

The site design of the Topgolf Vineyard development is focused on community with a large outdoor patio space for gathering and occasional live music performances, and a minigolf course for casual friendly competition, all at the front of the building for connection to pedestrians and neighbors. Benches have also been included at the main entry and pickup/drop-off lane for guests waiting for friends or ride shares.

Parking is included at 253 stalls, including 7 ADA, which surpasses the required 158 parking stalls. Accordingly, 16 bike stalls are provided per the requirement of 10% of vehicle parking stalls. Parking calculations can be found in the enclosed exhibit and on sheet C-200 of the civil engineering plan set.

Outdoor storage shall be prohibited, except for limited storage as necessary in containerized bins in the general vicinity of designated loading area / facility maintenance entrance to the building.

Conditional Use

This proposed Topgolf Vineyard development is part of The Yard which is zoned to allow entertainment centers and commercial recreation centers. Concerts and Special Events may be allowed as a conditional use. As such, a Conditional Use Permit for the proposed golf-focused entertainment center use to include golf hitting bays and outfield, game and entertainment spaces, live entertainment, hours of operation as detailed herein, and up to 170-foot-high fence around the outfield.

CUP Narrative Exhibit

PARKING REQUIREMENTS (LOT 2 ENTERTAINMENT)

LOT 2 GOLF COURSE & DRIVING RANGE REQUIREMENTS-	1 STALL / 200 SQ FT FLOOR AREA (NOT INCLUDING CIRCULATION AREA) + 1 STALL / EVERY 2 HITTING BAYS
LOT 2 BUILDING AREA (2 STORIES)- HITTING BAYS-	24,257 S.F. (NON HITTING BAYS + 50% HITTING BAYS) 72
PARKING REQUIRED (LOT 2 ENTERTAINMENT) -	158 STALLS (5 ADA STALLS, 1 VAN ADA STALL)
PARKING PROVIDED (LOT 2 ENTERTAINMENT) -	253 STALLS (5 ADA STALLS, 2 VAN ADA STALL)
BIKE PARKING REQUIREMENTS-	10% REQUIRED VEHICLE STALLS
REQUIRED VEHICLE PARKING STALLS-	158 STALLS
BIKE PARKING REQUIRED -	16 BIKE STALLS
BIKE PARKING PROVIDED -	16 BIKE STALLS

SITE SUMMARY TABLE		
DESCRIPTION	LOT 2 AREA (SF)	LOT 2 PERCENTAGE
PAVEMENT/HARDSCAPE	353,415 (INCLUDING OUTFIELD)	77%
ROOF	23,449	5%
LANDSCAPING	84,596	18%
TOTAL SITE	461,460 10.594 ACRES	100%

PARKING LOT LANDSCAPE SUMMARY TABLE			
DESCRIPTION	PARKING LOT AREA (SF)	LANDSCAPING AREA (SF)	PARKING LOT LANDSCAPE PERCENTAGE
LOT 2	100,069	8,991	9.0%

811

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COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
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BENCHMARK

SOUTHEAST CORNER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN

ELEV = 4650.50'

TOPGOLF VINEYARD



787 EAST 400 NORTH VINEYARD, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
August 25, 2021

INDEX OF DRAWINGS

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C-200	OVERALL SITE PLAN	C-304	GRADING PLAN - OUTFIELD	L-101	LANDSCAPE PLAN
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C-202	SITE PLAN	C-400	OVERALL UTILITY PLAN	L-103	LANDSCAPE PLAN
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C-301	GRADING AND DRAINAGE PLAN	C-601	DETAILS		

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

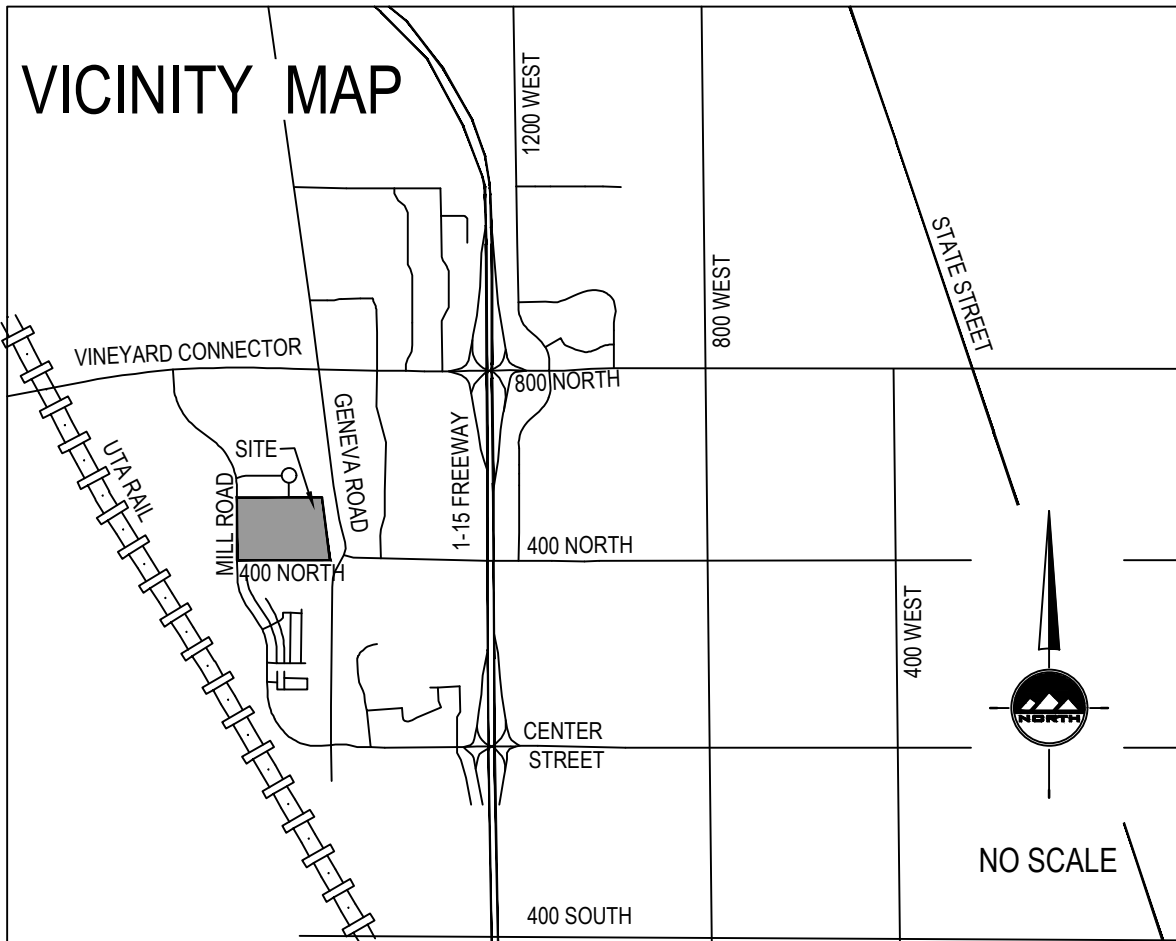
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



GENERAL NOTES

- ALL WORK SHALL CONFORM TO VINEYARD CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = SOUTHEAST QUARTER CORNER SECTION 8, T6S, R2E SALT LAKE BASE & MERIDIAN ELEV. = 4650.50'.



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PAUL STRAITS
PHONE: 331-775-4118



TOPGOLF VINEYARD

787 EAST 400 NORTH
VINEYARD, UTAH



COVER SHEET

PROJECT NUMBER
643SP
PRINT DATE
8/25/21
DRAWN BY
C.D. OESTREICH
CHECKED BY
M. BUDGE
PROJECT MANAGER
B. MORRIS

C-000

GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE ABOVE SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT. FOR THIS PROJECT, ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES, NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW.
 - CONTRACTOR IS REQUIRED TO LOCATE AND POT-HOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
 - CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
 - IN ADDITION TO 16.1 AND 16.2 ABOVE, THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POT-HOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POT-HOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR, PRIOR TO ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02320 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DETAILED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

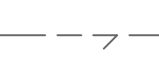
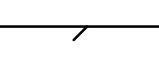
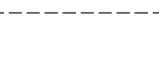
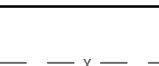
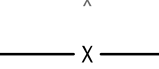
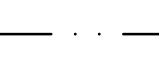
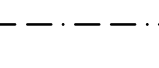
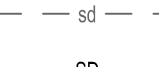
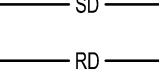
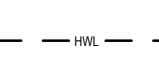
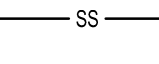
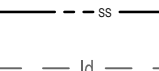
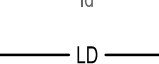
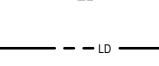
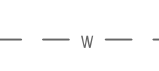
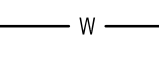
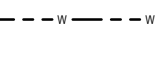
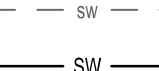
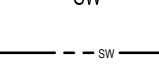
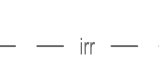
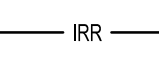
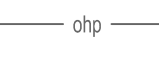
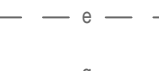
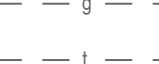
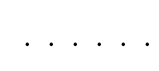
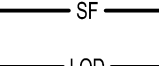
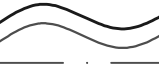
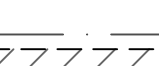
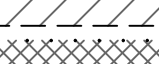
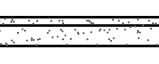
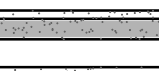
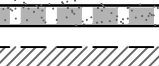
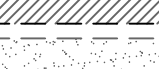
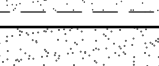
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
B	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EDA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
	PROPOSED WATER MANHOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SECONDARY WATER LINE
	EXISTING STORM DRAIN INLET BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN CATCH BASIN		EXISTING IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		PROPOSED IRRIGATION LINE
	EXISTING STORM DRAIN COMBO BOX		EXISTING OVERHEAD POWER LINE
	PROPOSED STORM DRAIN COMBO BOX		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN CLEAN OUT		EXISTING GAS LINE
	EXISTING STORM DRAIN CULVERT		EXISTING TELEPHONE LINE
	PROPOSED STORM DRAIN CULVERT		ACCESSIBLE ROUTE
	TEMPORARY SAG INLET PROTECTION		SAW CUT LINE
	TEMPORARY IN-LINE INLET PROTECTION		STRAW WATTLE
	ROOF DRAIN		TEMPORARY BERM
	EXISTING ELECTRICAL MANHOLE		TEMPORARY SILT FENCE
	EXISTING ELECTRICAL BOX		LIMITS OF DISTURBANCE
	EXISTING TRANSFORMER		EXISTING WALL
	EXISTING UTILITY POLE		PROPOSED WALL
	EXISTING LIGHT		EXISTING CONTOURS
	PROPOSED LIGHT		PROPOSED CONTOURS
	EXISTING GAS METER		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS MANHOLE		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS VALVE		EXISTING ASPHALT TO BE REMOVED
	EXISTING TELEPHONE MANHOLE		PROPOSED ASPHALT
	EXISTING TELEPHONE BOX		EXISTING CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED CURB AND GUTTER
	EXISTING CABLE BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING BOLLARD		TRANSITION TO REVERSE PAN CURB
	PROPOSED BOLLARD		CONCRETE TO BE REMOVED
	EXISTING SIGN		EXISTING CONCRETE
	PROPOSED SIGN		PROPOSED CONCRETE
	EXISTING SPOT ELEVATION		BUILDING TO BE REMOVED
	PROPOSED SPOT ELEVATION		EXISTING BUILDING
	EXISTING FLOW DIRECTION		PROPOSED BUILDING
	EXISTING TREE		
	DENSE VEGETATION		

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BENCHMARK

SOUTHEAST CORNER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN

ELEV = 4650.50'

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
- 2 REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
- 3 SAWCUT, REMOVE, AND PROPERLY DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
- 4 LIMIT OF DISTURBANCE.
- 5 PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).
- 6 REMOVE AND PROPERLY DISPOSE OF EXISTING STORM DRAIN PIPE.
- 7 REMOVE AND PROPERLY DISPOSE OF EXISTING STORM DRAIN CLEANOUT

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTORS FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5. SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

EN SIGN

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PAUL STRAITS
PHONE: 331-775-4118

TOPGOLF VINEYARD

787 EAST 400 NORTH
VINEYARD, UTAH

DEMOLITION PLAN

PROJECT NUMBER
643SP
DRAWN BY
C.D. OESTREICH
PROJECT MANAGER
B. MORRIS
PRINT DATE
8/25/21
CHECKED BY
M. BUDGE

C-100

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PARKING REQUIREMENTS (LOT 2 ENTERTAINMENT)

LOT 2 GOLF COURSE & DRIVING RANGE REQUIREMENTS-	1 STALL / 200 SQ FT FLOOR AREA (NOT INCLUDING CIRCULATION AREA) + 1 STALL / EVERY 2 HITTING BAYS
	24,257 S.F. (NON HITTING BAYS + 50% HITTING BAYS) 72
LOT 2 BUILDING AREA (2 STORIES)- HITTING BAYS-	158 STALLS (6 ADA STALLS, 1 VAN ADA STALL)
PARKING REQUIRED (LOT 2 ENTERTAINMENT) -	253 STALLS (6 ADA STALLS, 2 VAN ADA STALL)
PARKING PROVIDED (LOT 2 ENTERTAINMENT) -	
BIKE PARKING REQUIREMENTS-	10% REQUIRED VEHICLE STALLS
REQUIRED VEHICLE PARKING STALLS-	158 STALLS
BIKE PARKING REQUIRED -	16 BIKE STALLS
BIKE PARKING PROVIDED -	16 BIKE STALLS

SITE SUMMARY TABLE		
DESCRIPTION	LOT 2 AREA (SF)	LOT 2 PERCENTAGE
PAVEMENT/HARDSCAPE	353,415 (INCLUDING OUTFIELD)	77%
ROOF	23,449	5%
LANDSCAPING	84,596	18%
TOTAL SITE	461,460 10.594 ACRES	100%

PARKING LOT LANDSCAPE SUMMARY TABLE			
DESCRIPTION	PARKING LOT AREA (SF)	LANDSCAPING AREA (SF)	PARKING LOT LANDSCAPE PERCENTAGE
LOT 2	100,069	8,991	9.0%

VINEYARD TOWN SITE PLAN NOTES

- A. ALL UTILITY LINES LESS THAN 60KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT.
- B. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
- C. PLANTS LOCATED WITHIN REQUIRED SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIAL SHALL BE MAINTAINED TO BE LOWER THEN 3' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
- D. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED FOR DUST AND WEED CONTROL AT TIME OF DEVELOPMENT.
- E. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF VINEYARD TOWN.
- F. THIS PROJECT IS SUBJECT TO THE CURRENT VINEYARD TOWN ENGINEERING REQUIREMENTS, GENERAL PLAN, ZONING ORDINANCE, AND ANY APPLICABLE REGULATIONS.
- GENERAL NOTES
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

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TOPGOLF VINEYARD

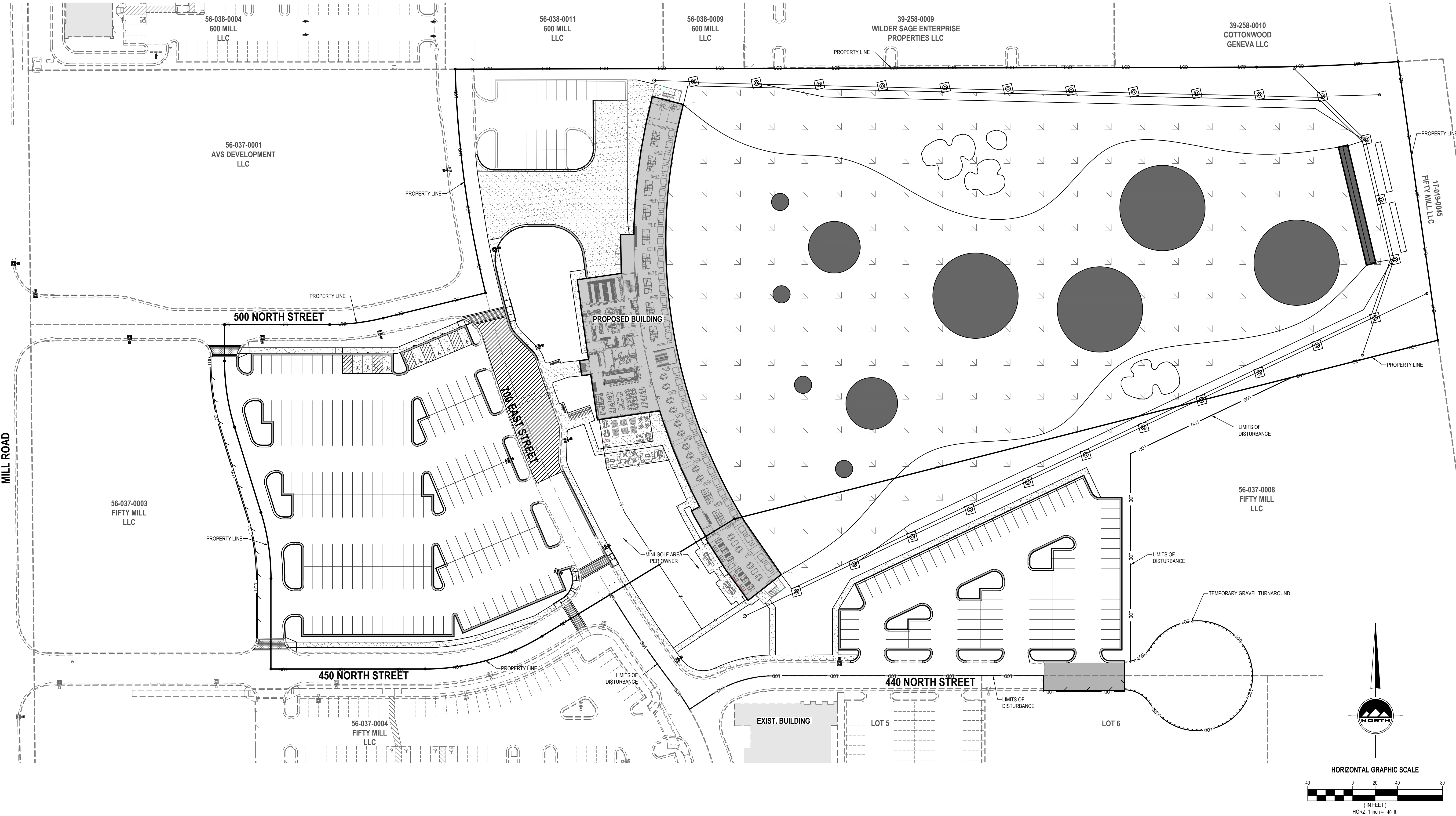
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OVERALL SITE PLAN

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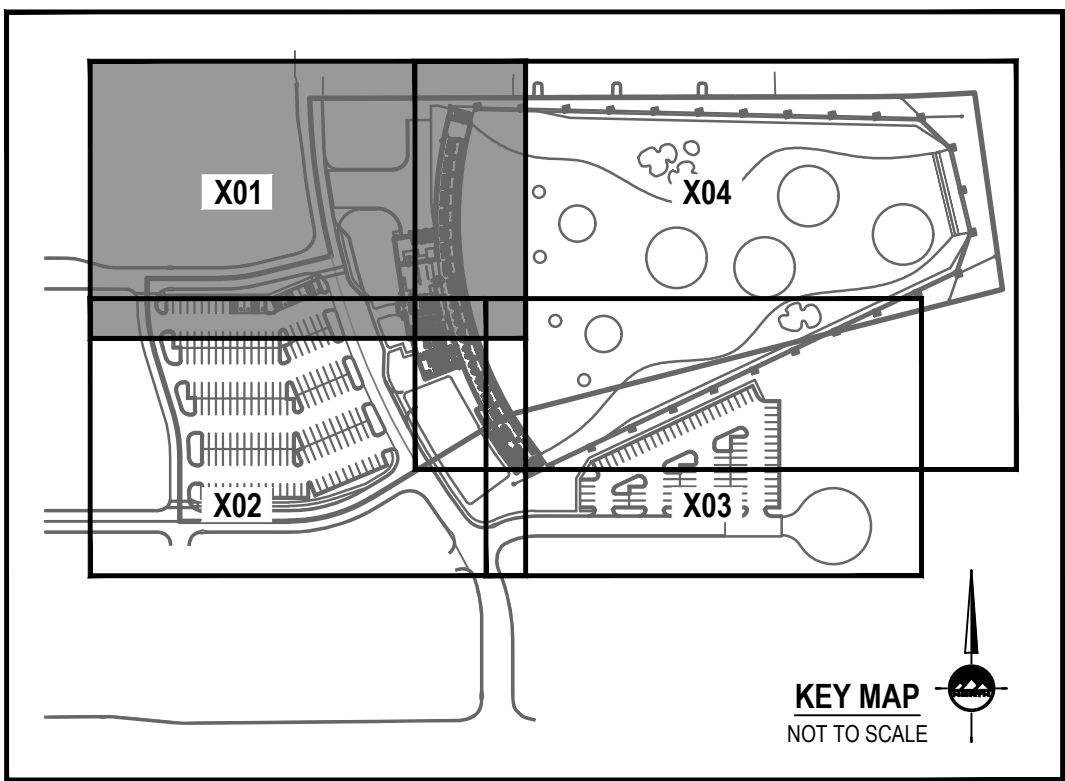
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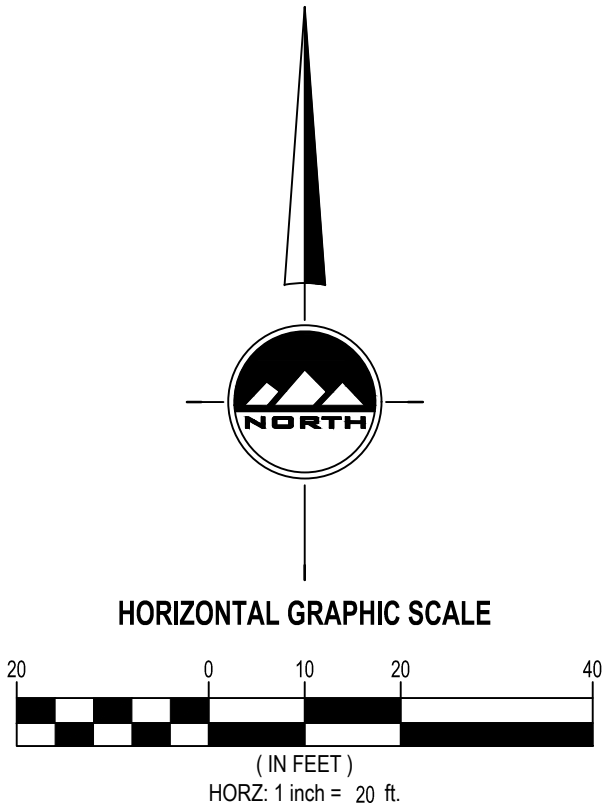
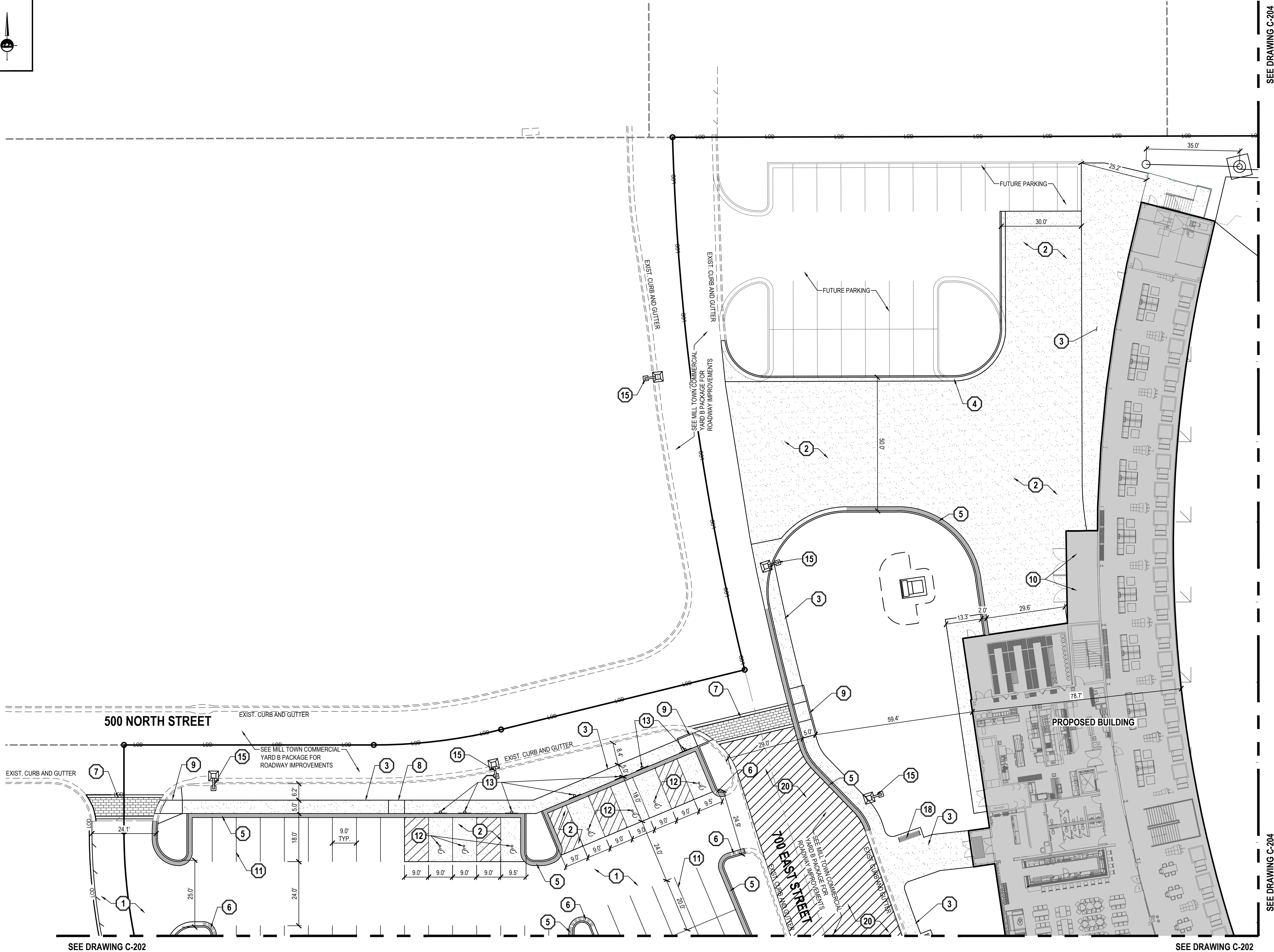
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- ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
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SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 1/C-600.
- CONCRETE PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 2/C-600.
- 4" THICK CONCRETE SIDEWALK PER TOWN OF VINEYARD STANDARD DRAWING #4.
- 24" COLLECTION CURB AND GUTTER PER TOWN OF VINEYARD STANDARD DRAWING #5.
- 24" REVERSE PAN CURB AND GUTTER PER TOWN OF VINEYARD STANDARD DRAWING #5.
- TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
- TINTED CONCRETE CROSSWALK WITH TOOL JOINTS (MATCH PATTERN AND COLOR OF EXISTING) PER DETAIL 4/C-600.
- PEDESTRIAN RAMP: 6" THICK CONCRETE WITH 6" UNTREATED BASE COURSE WITH #4 EPOXY-COATED REBAR @ 24" O.C. E.W. PER DETAIL 6/C-600. SEE GRADING AND DRAINAGE PLAN FOR ELEVATION INFORMATION.
- HANDICAP ACCESS RAMP PER APWA STANDARD PLAN NO. 235 WITH DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 238.
- TRASH ENCLOSURE PER ARCHITECTURAL PLANS WITH 6" THICK CONCRETE APRON WITH #4 REBAR @ 24" O.C. E.W. ON 6" GRAVEL BASE.
- 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
- PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
- BOLLARD "HANDICAP PARKING" SIGN PER DETAIL 5/C-600.
- BIKE PARKING PER DETAIL 8/C-600.
- LIGHT POLE: SEE LIGHTING PLANS FOR EXACT LOCATION AND DETAILS.
- DRIVING RANGE TURF PER DETAIL 3/C-600.
- GRAVEL SECTION PER DETAIL 14/C-600.
- BENCH PER ARCHITECTURAL PLANS.
- FENCE PER ARCHITECTURAL PLANS.
- LOADING AREA. INSTALL 4" WIDE YELLOW CROSS HATCH ON PAVEMENT AT 3' ON CENTER PER M.U.T.C.D. STANDARD PLANS



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8/25/21
CHECKED BY
M. BUDGE

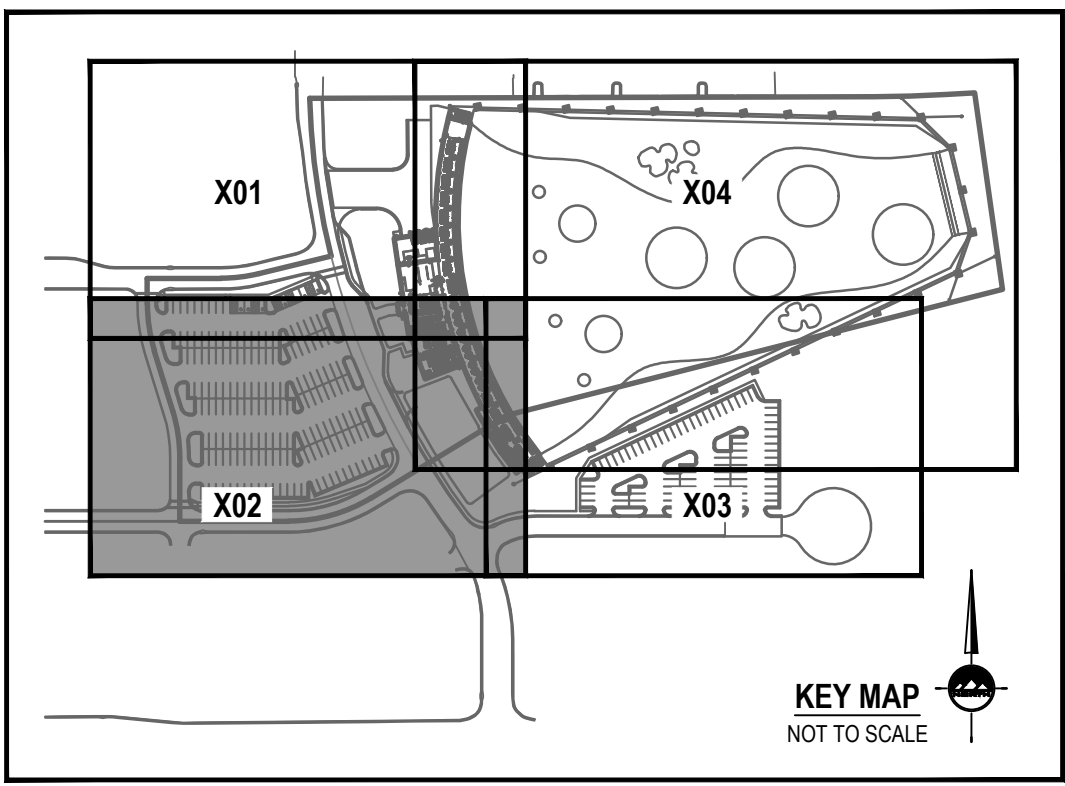
C-201

811

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BENCHMARK

SOUTHEAST CORNER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
ELEV = 4650.50'



GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
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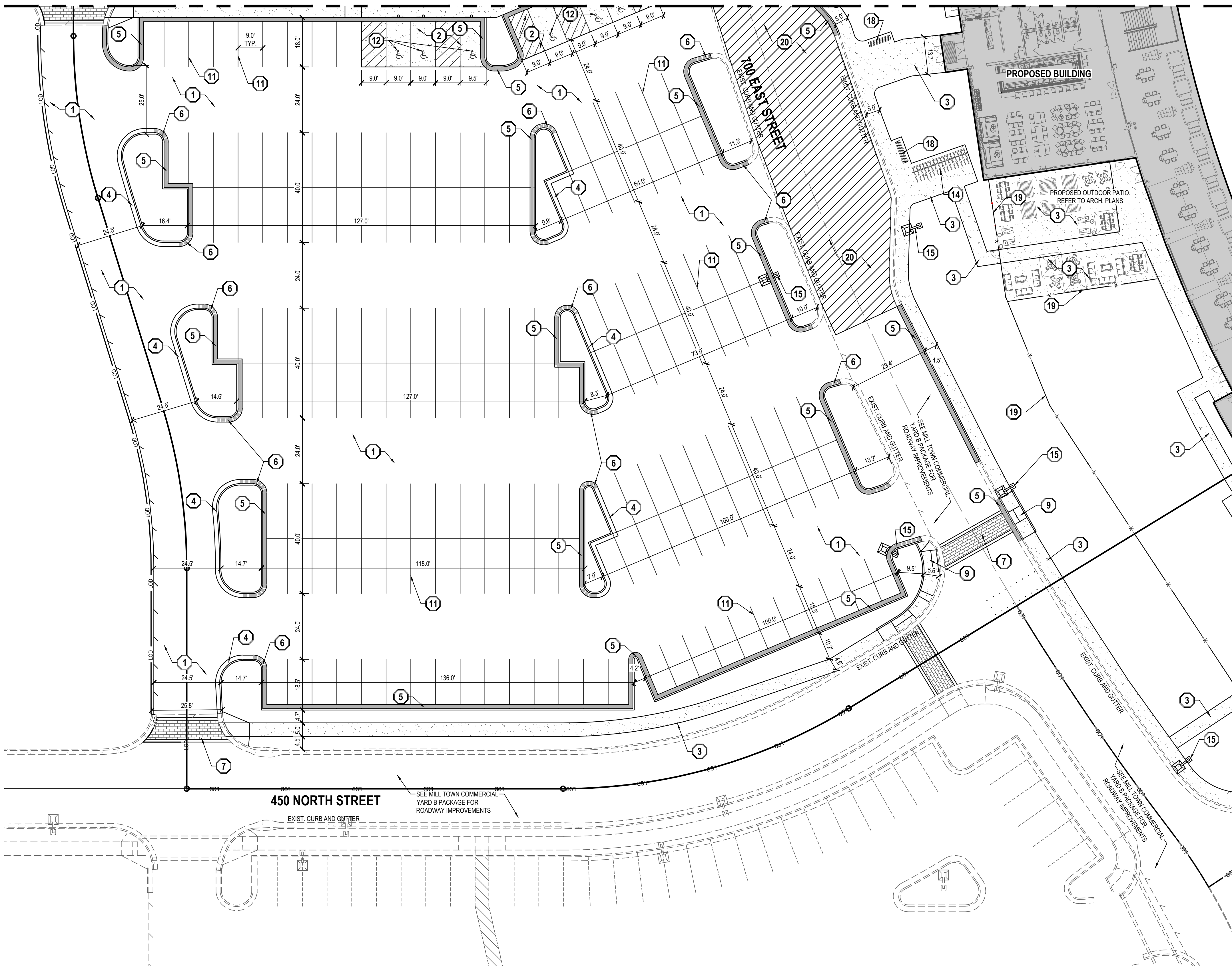
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 1/C-600.
- CONCRETE PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 2/C-600.
- 4" THICK CONCRETE SIDEWALK PER TOWN OF VINEYARD STANDARD DRAWING #4.
- 24" COLLECTION CURB AND GUTTER PER TOWN OF VINEYARD STANDARD DRAWING #5.
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- PEDESTRIAN RAMP: 6" THICK CONCRETE WITH 6" UNTREATED BASE COURSE WITH #4 EPOXY-COATED REBAR @ 24" O.C. E.W. PER DETAIL 6/C-600. SEE GRADING AND DRAINAGE PLAN FOR ELEVATION INFORMATION.
- HANDICAP ACCESS RAMP PER APWA STANDARD PLAN NO. 235 WITH DETECTABLE WARNING SURFACE PER APWA STANDARD PLAN NO. 238.
- TRASH ENCLOSURE PER ARCHITECTURAL PLANS WITH 6" THICK CONCRETE APRON WITH #4 REBAR @ 24" O.C. E.W. ON 6" GRAVEL BASE.
- 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
- PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
- BOLLARD "HANDICAP PARKING" SIGN PER DETAIL 5/C-600.
- BIKE PARKING PER DETAIL 8/C-600.
- LIGHT POLE: SEE LIGHTING PLANS FOR EXACT LOCATION AND DETAILS.
- DRIVING RANGE TURF PER DETAIL 3/C-600.
- GRAVEL SECTION PER DETAIL 14/C-600.
- BENCH PER ARCHITECTURAL PLANS.
- FENCE PER ARCHITECTURAL PLANS.
- LOADING AREA. INSTALL 4" WIDE YELLOW CROSS HATCH ON PAVEMENT AT 3' ON CENTER PER M.U.T.C.D. STANDARD PLANS

SEE DRAWING C-201

SEE DRAWING C-201



SEE DRAWING C-203

SEE DRAWING C-203



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
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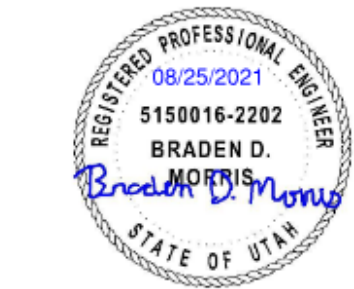
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FOR:
ARCOMURRAY
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CHICAGO, IL 60607

CONTACT:
PAUL STRAITS
PHONE: 331-775-4118

TOPGOLF VINEYARD

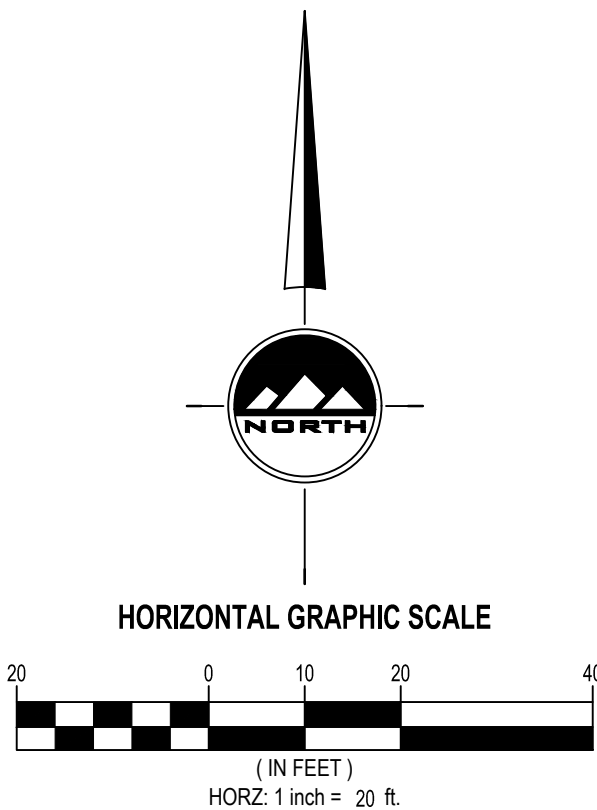
787 EAST 400 NORTH
VINEYARD, UTAH



SITE PLAN

PROJECT NUMBER
643SP
PRINT DATE
8/25/21
DRAWN BY
C.D. OESTREICH
CHECKED BY
M. BUDGE
PROJECT MANAGER
B. MORRIS

C-202

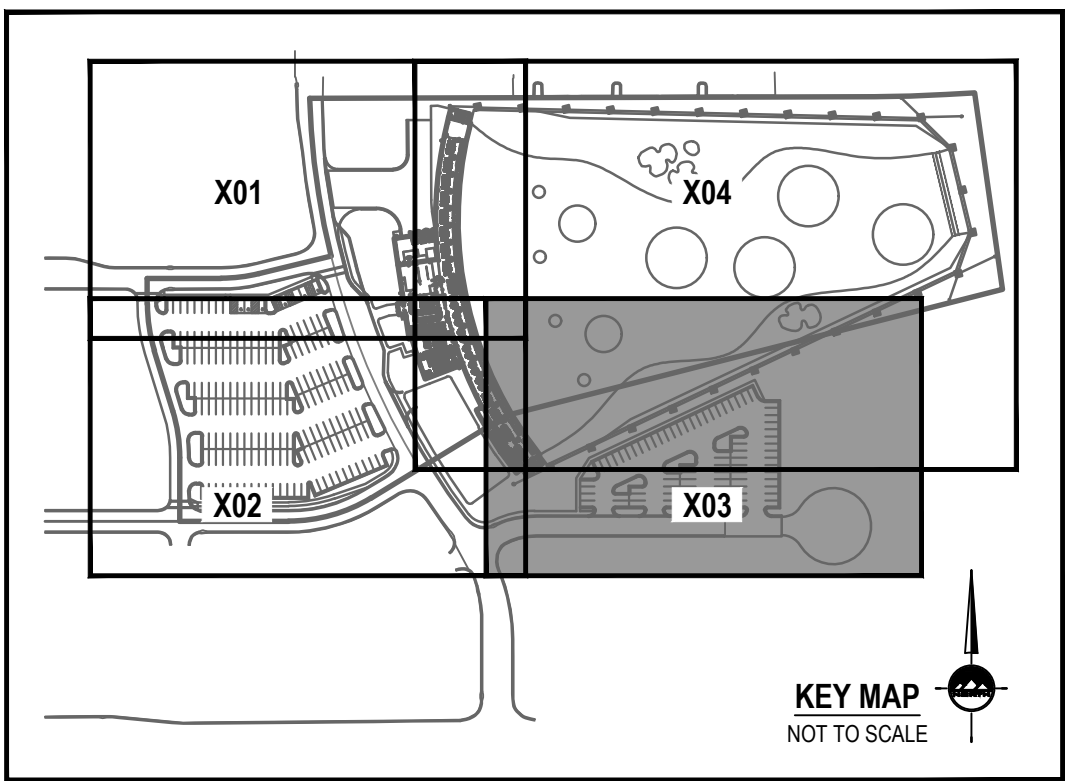


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TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
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TRASH ENCLOSURE PER ARCHITECTURAL PLANS WITH 6" THICK CONCRETE APRON WITH #4 REBAR @ 24" O.C. E.W. ON 6" GRAVEL BASE.
- 11

4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.

12

PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.

13

BOLLARD "HANDICAP PARKING" SIGN PER DETAIL 5/C-600.

14

BIKE PARKING PER DETAIL 8/C-600.

15

LIGHT POLE; SEE LIGHTING PLANS FOR EXACT LOCATION AND DETAILS.

16

DRIVING RANGE TURF PER DETAIL 3/C-600.

17

GRAVEL SECTION PER DETAIL 14/C-600.

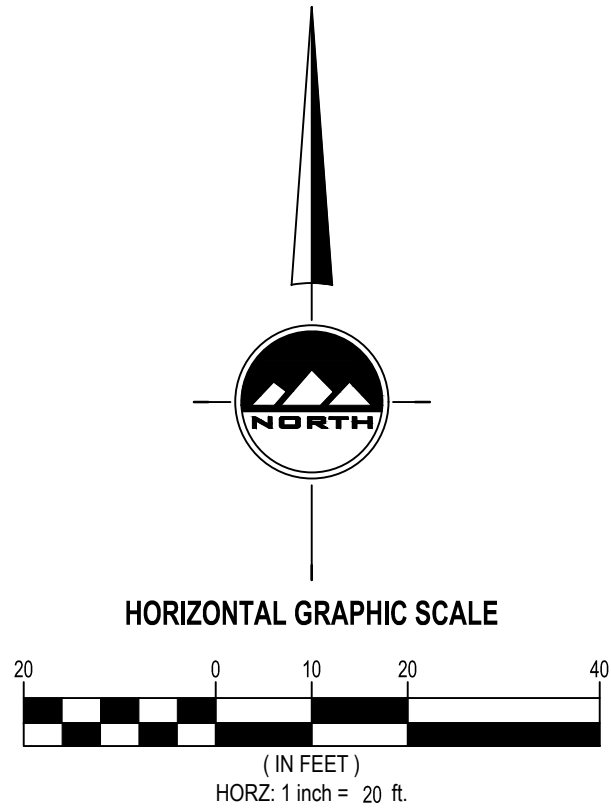
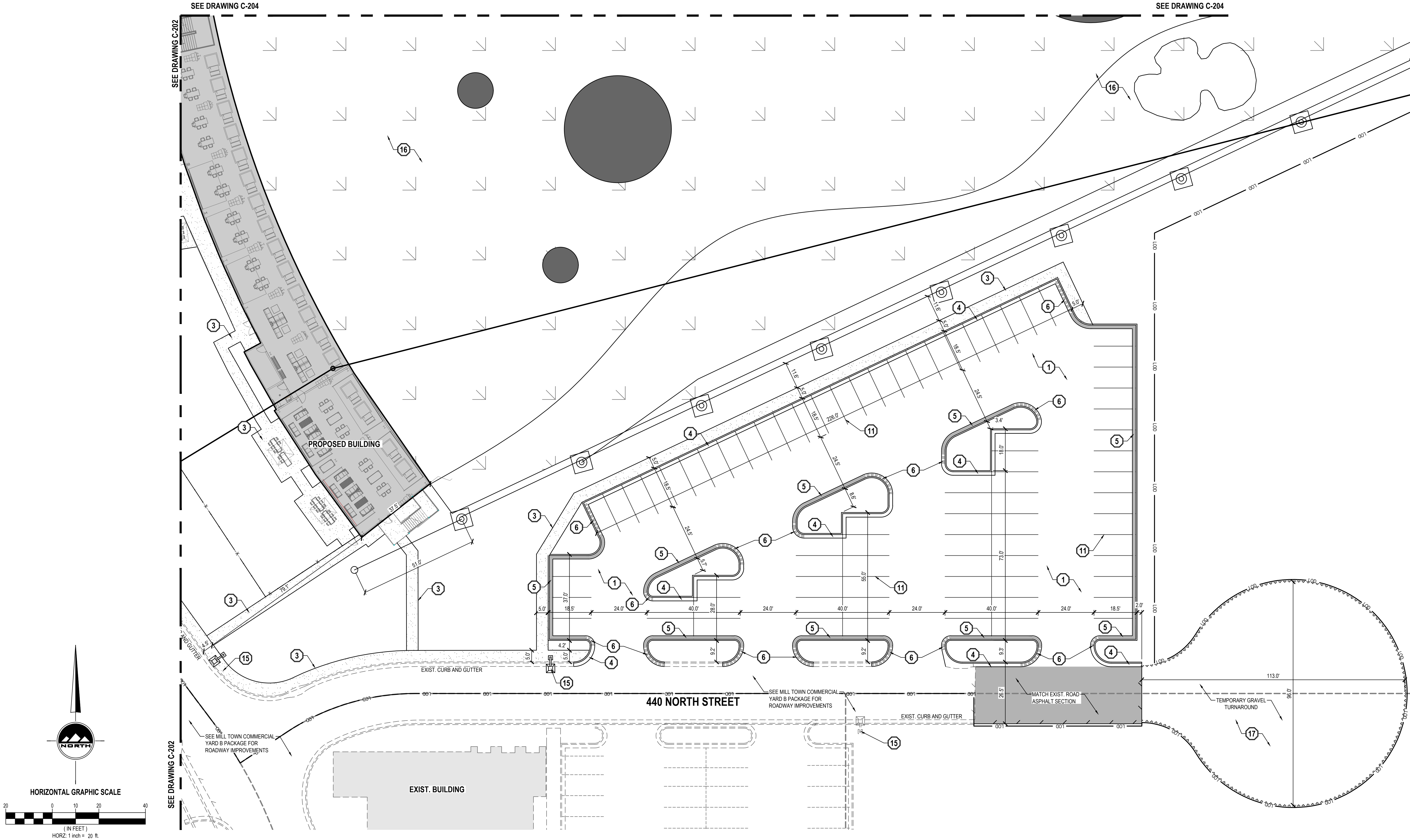
18

BENCH PER ARCHITECTURAL PLANS.

19

FENCE PER ARCHITECTURAL PLANS.

20

LOADING AREA. INSTALL 4" WIDE YELLOW CROSS HATCH ON PAVEMENT AT 3' ON CENTER PER M.U.T.C.D. STANDARD PLANS

EN SIGN

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113 NORTH MAY STREET - 2ND FLOOR
CHICAGO, IL 60607
CONTACT:
PAUL STRAITS
PHONE: 331-775-4118

TOPGOLF VINEYARD

787 EAST 400 NORTH
VINEYARD, UTAH

REGISTERED PROFESSIONAL ENGINEER
08/25/2021
5150016-2202
BRADEN D. MORRIS
STATE OF UTAH

SITE PLAN

PROJECT NUMBER
643SP
PRINT DATE
8/25/21
DRAWN BY
C.D. OESTREICH
CHECKED BY
M. BUDGE
PROJECT MANAGER
B. MORRIS

C-203

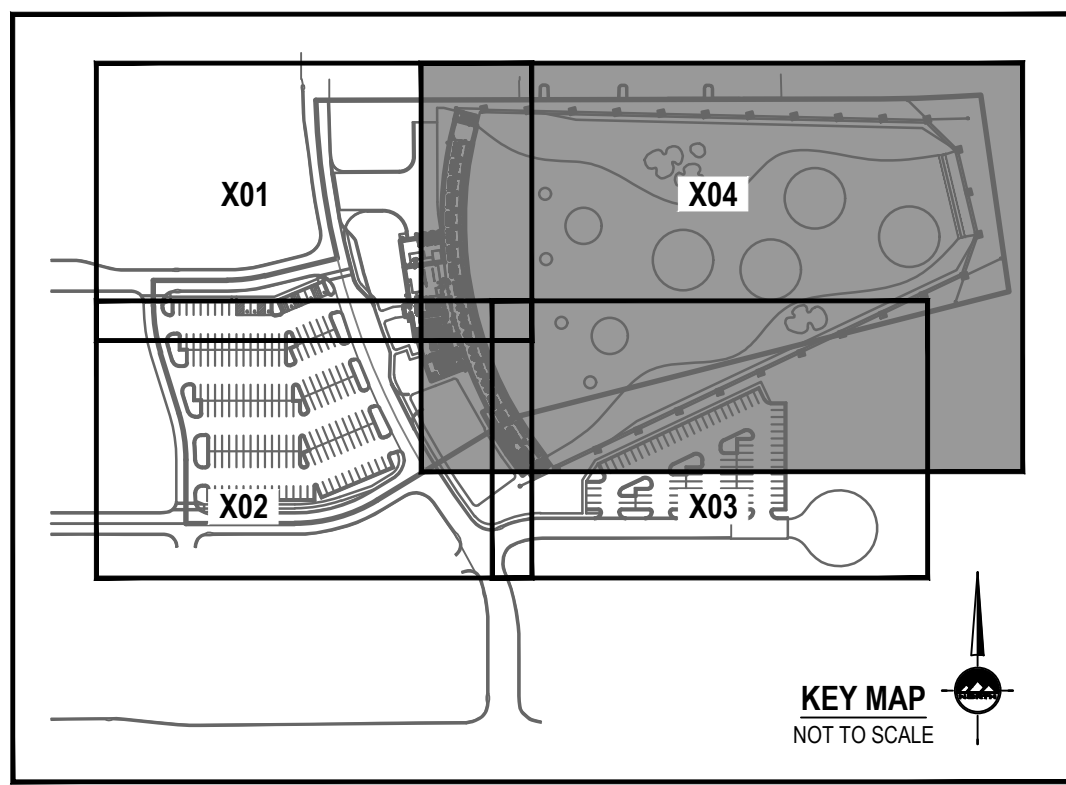
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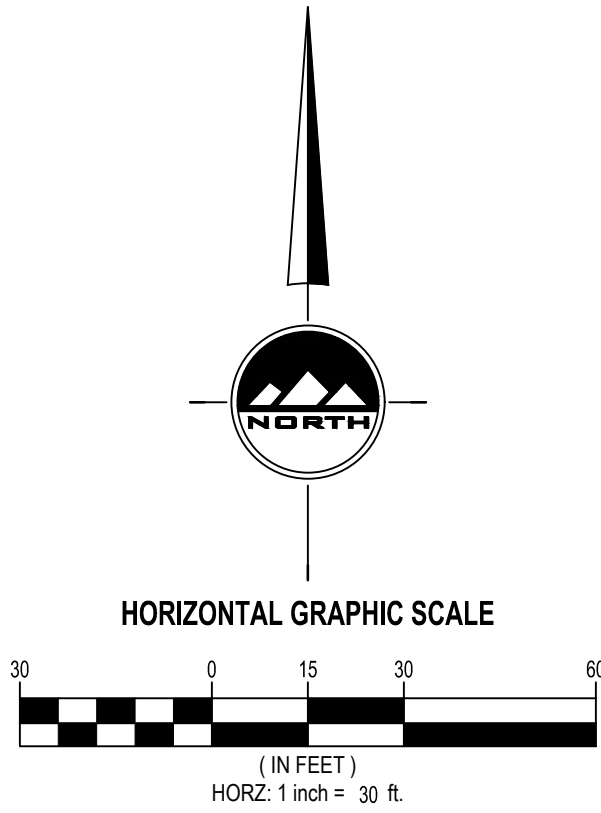
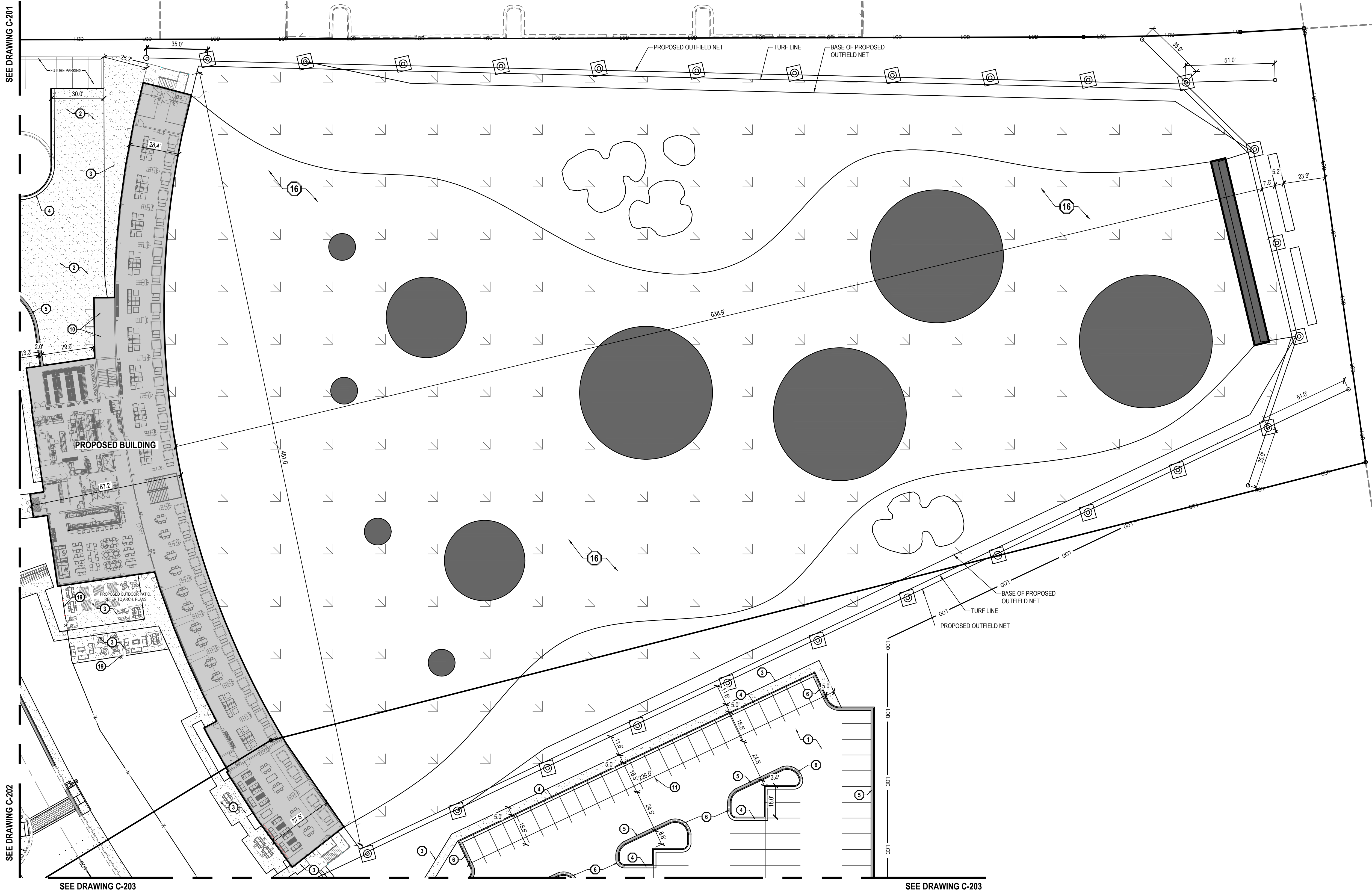
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EN SIGN

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FOR:
ARCONMURRAY
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CHICAGO, IL 60607

CONTACT:
PAUL STRAITS
PHONE: 331-775-4118

TOPGOLF VINEYARD

787 EAST 400 NORTH
VINEYARD, UTAH



SITE PLAN

PROJECT NUMBER
6435P

PRINT DATE
8/25/21

DRAWN BY
C.D. OESTREICH

CHECKED BY
M. BUDGE

PROJECT MANAGER
B. MORRIS

C-204

811

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BENCHMARK

SOUTHEAST CORNER OF SECTION 8,
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SALT LAKE BASE AND MERIDIAN
ELEV = 4650.50'

PARKING REQUIREMENTS (LOT 2 ENTERTAINMENT)			
LOT 2 GOLF COURSE & DRIVING RANGE REQUIREMENTS-		1 STALL / 200 SQ FT FLOOR AREA (NOT INCLUDING CIRCULATION AREA) + 1 STALL / EVERY 2 HITTING BAYS	
LOT 2 BUILDING AREA (2 STORIES)- HITTING BAYS-		43,000 S.F. (HITTING BAYS + MAIN LEVELS + OFFICE) 72	
PARKING REQUIRED (LOT 2 ENTERTAINMENT) -		251 STALLS (5 ADA STALLS, 2 VAN ADA STALL)	
PARKING PROVIDED (LOT 2 ENTERTAINMENT) -		253 STALLS (5 ADA STALLS, 2 VAN ADA STALL)	

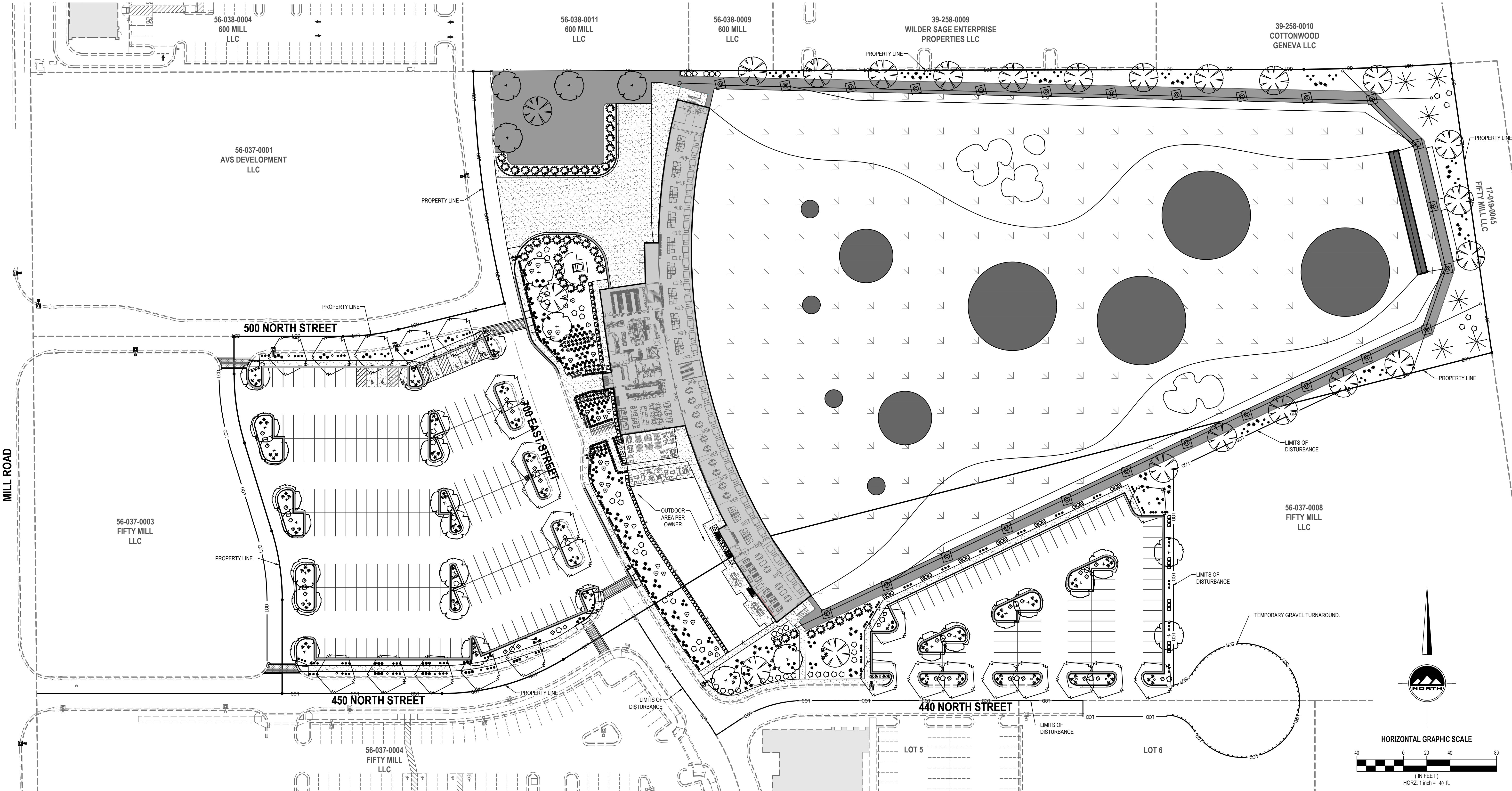
SITE SUMMARY TABLE		
DESCRIPTION	LOT 2 AREA (SF)	LOT 2 PERCENTAGE
PAVEMENT/HARDSCAPE	353,415 (INCLUDING OUTFIELD)	77%
ROOF	23,449	5%
LANDSCAPING	84,596	18%
TOTAL SITE	461,460 10.594 ACRES	100%

PARKING LOT LANDSCAPE SUMMARY TABLE			
DESCRIPTION	PARKING LOT AREA (SF)	LANDSCAPING AREA (SF)	PARKING LOT LANDSCAPE PERCENTAGE
LOT 2	100,069	8,991	9.0%

Landscape					
Trees					
Qty	Symbol	Common Name	Botanical Name	Plant Size	Water Use
34		Fairview Maple	Acer platanoides 'Fairview'	2" Cal.	Medium
26		Linden Tree	Tilia cordata	2" Cal.	Medium
6		Norway Spruce	Picea abies	6' Min.	High
22		Eastern Redbud	Cercis canadensis	2" Cal.	High
47		Tiny Tower Arborvitae	Thuja x 'MonRig'	6' Min.	High

Shrubs					
Qty	Symbol	Common Name	Botanical Name	Plant Size	Water Use
75		Zebra Grass	Miscanthus sinensis 'Zebrinus'	5 Gallon	Medium
158		Winter Gem Boxwood	Buxus microphylla 'Winter Gem'	5 Gallon	Medium
93		Dwarf Mugo Pine	Pinus mugo 'Compacta'	5 Gallon	Medium
138		Yarrow	Achillea 'Moonshine'	1 Gallon	Low
236		Idaho Fescue	Festuca idahoensis	1 Gallon	Low
163		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon	Low
39		Shrubby Cinquefoil	Potentilla	1 Gallon	Low
124		Wasatch Beardtongue	Wasatch penstemon	1 Gallon	Low
71		Firecracker Penstemon	Penstemon eatonii	1 Gallon	Low
69		Hardy Yellow Ice Plant	Delosperma nubigenum	1 Gallon	Low

Sod Area	23,768 sq. ft. (28% of landscape area)
----------	--



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TOPGOLF VINEYARD

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OVERALL LANDSCAPE
PLAN

PROJECT NUMBER
643SP

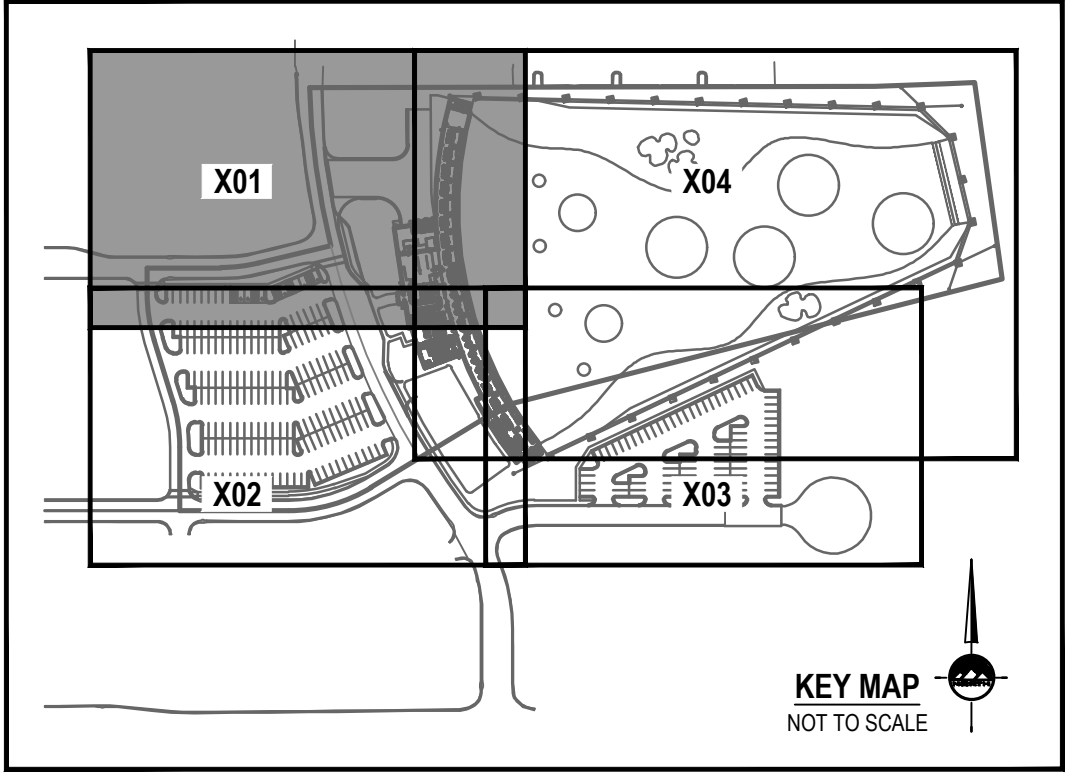
PRINT DATE
8/25/21

DRAWN BY
C.D. OESTREICH

CHECKED BY
M. BUDGE

PROJECT MANAGER
B. MORRIS

L-100

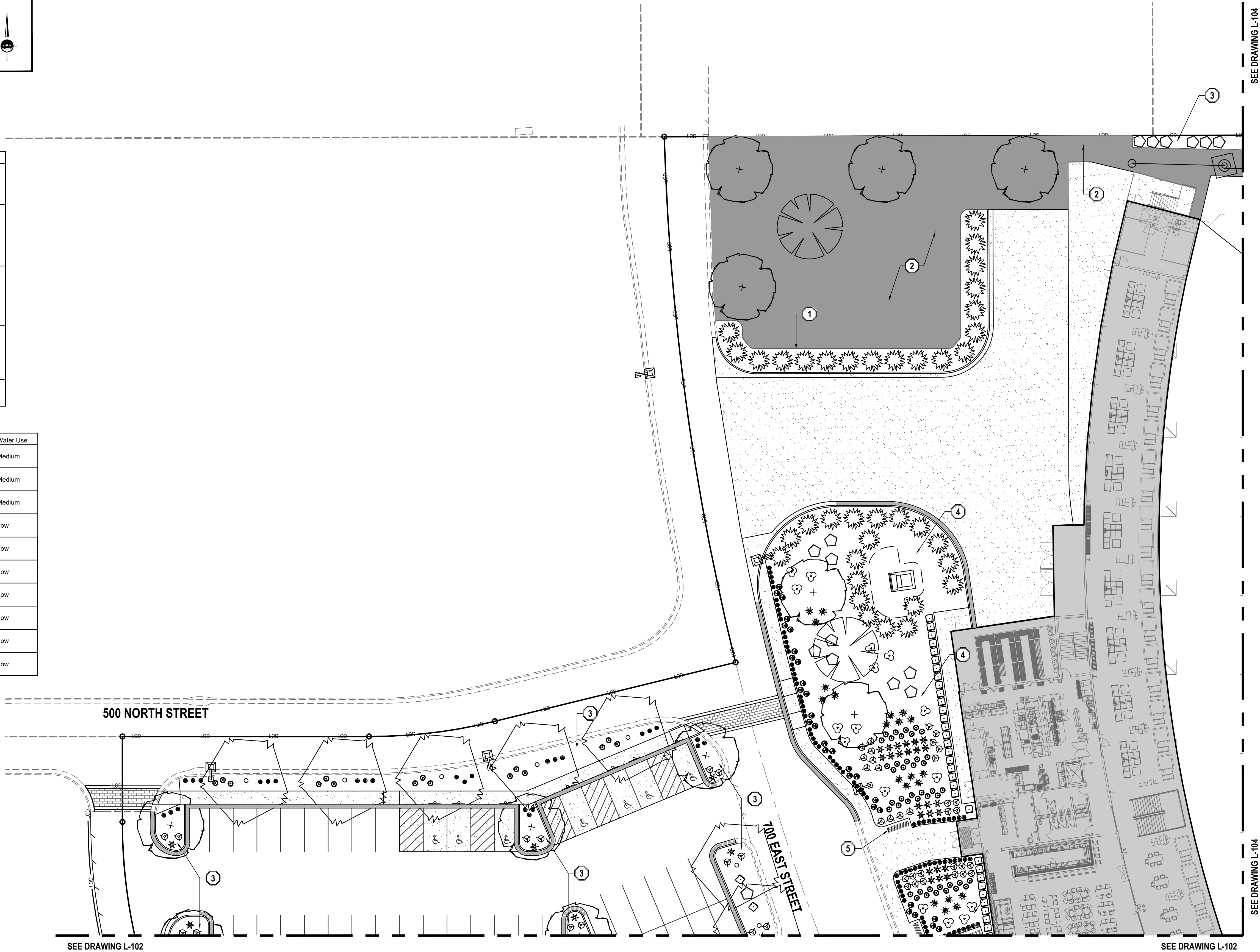


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- 1 Install 4" metal edging
- 2 Install sod
- 3 Install 4" deep 2"-3" dia. Nephi Rock & Gravel color 'southtown' or equiv. decorative rock over weed barrier
- 4 Install 4" deep bark mulch over weed barrier
- 5 Install bench
- 6 Install synthetic grass in outfield area
- 7 Mini golf course by Building Architect
- 8 Tables and seating by Building Architect

A horizontal graphic scale and a north arrow. The north arrow is a vertical line with a circular base containing a stylized mountain range and the word "NORTH". Below the arrow is a horizontal scale bar with alternating black and white segments, marked with numbers 20, 0, 10, 20, and 40. Below the scale bar is the text "(IN FEET)" and "HORZ. 1 inch = 20 ft."



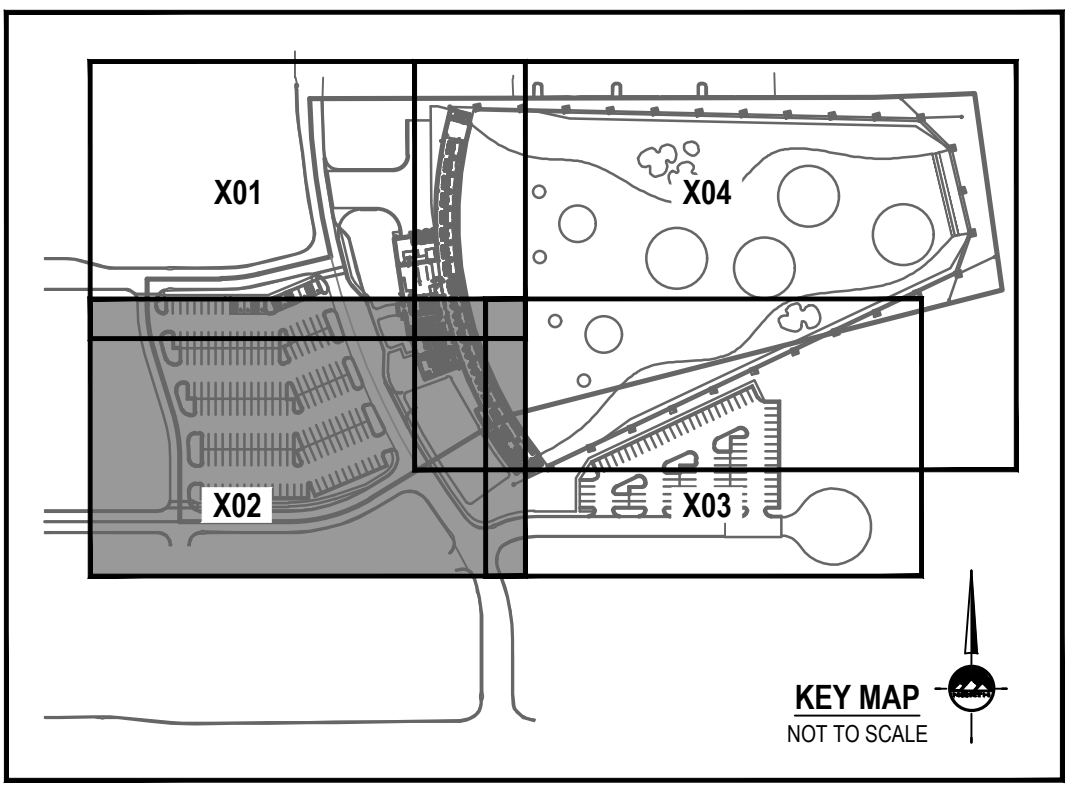
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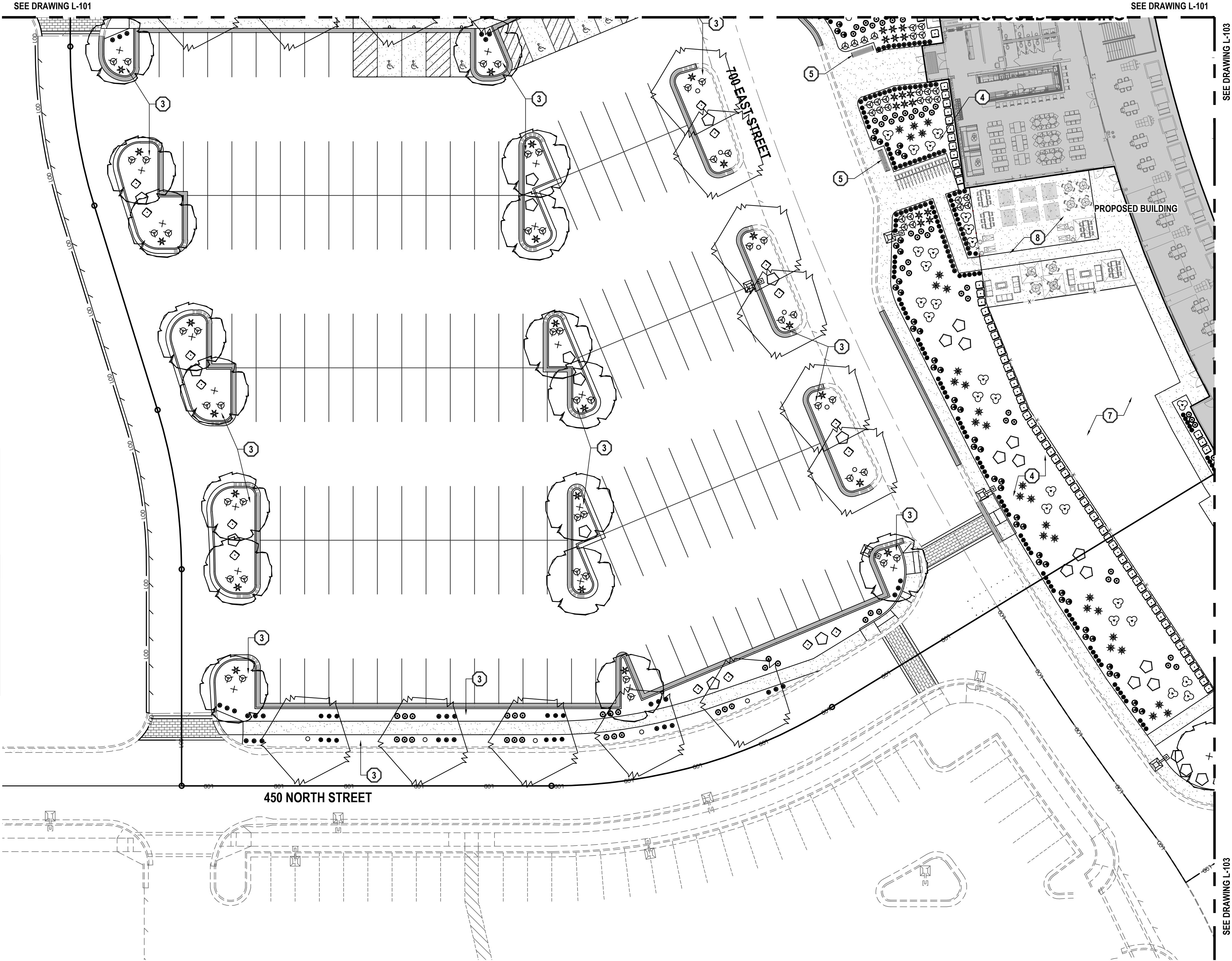
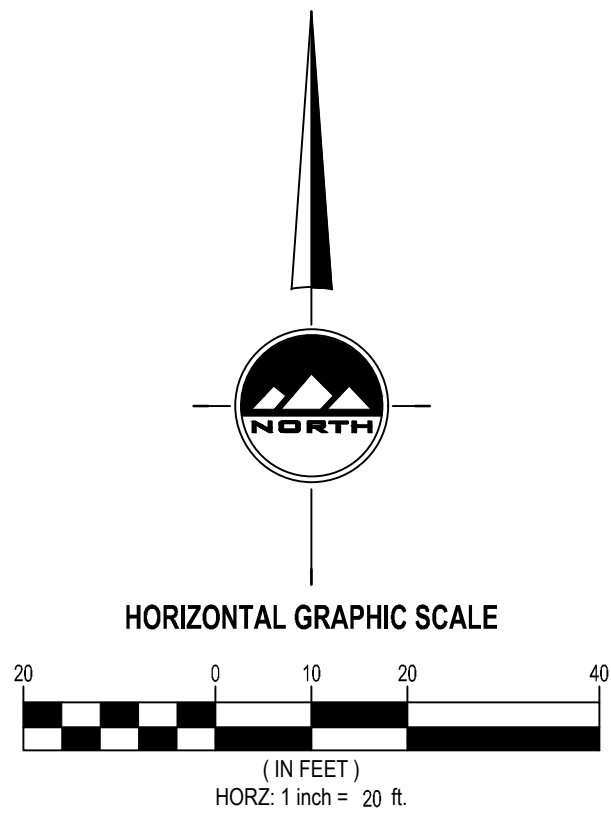
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Install synthetic grass in outfield area
- 7

Mini golf course by Building Architect
- 8

Tables and seating by Building Architect

Sod Area	23,768 sq. ft. (28% of landscape area)
----------	--



EN SIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY

45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ARCOMURRAY
113 NORTH MAY STREET - 2ND FLOOR
CHICAGO, IL 60607
CONTACT:
PAUL STRAITS
PHONE: 331-775-4118

TOPGOLF VINEYARD

787 EAST 400 NORTH
VINEYARD, UTAH

LANDSCAPE PLAN

PROJECT NUMBER
643SP
DRAWN BY
C.D. OESTREICH
PROJECT MANAGER
B. MORRIS
PRINT DATE
8/25/21
CHECKED BY
M. BUDGE

L-102

811

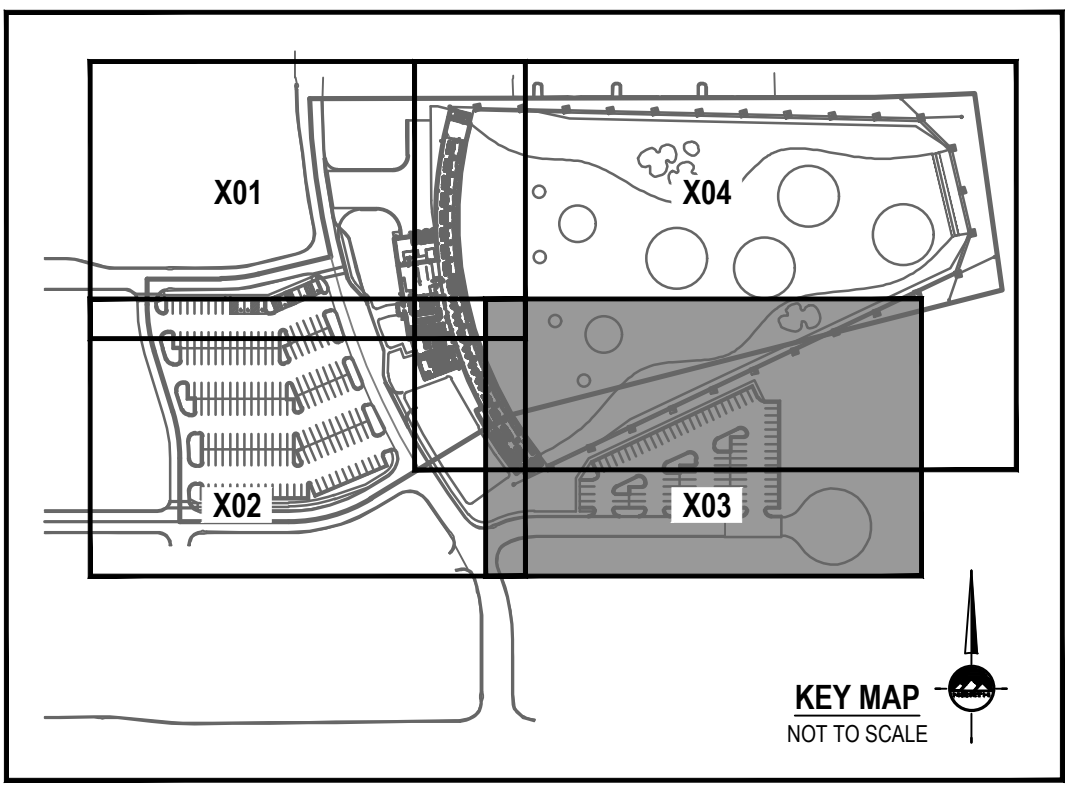
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

Know what's below.
Call before you dig.

BENCHMARK

SOUTHEAST CORNER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN

ELEV = 4650.50'



Landscape

Trees					
Qty	Symbol	Common Name	Botanical Name	Plant Size	Water Use
34		Fairview Maple	Acer platanoides 'Fairview'	2" Cal.	Medium
26		Linden Tree	Tilia cordata	2" Cal.	Medium
6		Norway Spruce	Picea abies	6' Min.	High
22		Eastern Redbud	Cercis canadensis	2" Cal.	High
47		Tiny Tower Arborvitae	Thuja x 'MonRig'	6' Min.	High

Shrubs					
Qty	Symbol	Common Name	Botanical Name	Plant Size	Water Use
75		Zebra Grass	Miscanthus sinensis 'Zebrinus'	5 Gallon	Medium
158		Winter Gem Boxwood	Buxus microphylla 'Winter Gem'	5 Gallon	Medium
93		Dwarf Mugo Pine	Pinus mugo 'Compacta'	5 Gallon	Medium
138		Yarrow	Achillea 'Moonshine'	1 Gallon	Low
236		Idaho Fescue	Festuca idahoensis	1 Gallon	Low
163		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon	Low
39		Shrubby Cinquefoil	Potentilla	1 Gallon	Low
124		Wasatch Beardtongue	Wasatch penstemon	1 Gallon	Low
71		Firecracker Penstemon	Penstemon eatonii	1 Gallon	Low
69		Hardy Yellow Ice Plant	Delosperma nubigenum	1 Gallon	Low

- 1

Install 4" metal edging
- 2

Install sod
- 3

Install 4" deep 2"-3" dia. Nephi Rock & Gravel color 'southtown' or equiv. decorative rock over weed barrier

4

Install 4" deep bark mulch over weed barrier

5

Install bench

6

Install synthetic grass in outfield area

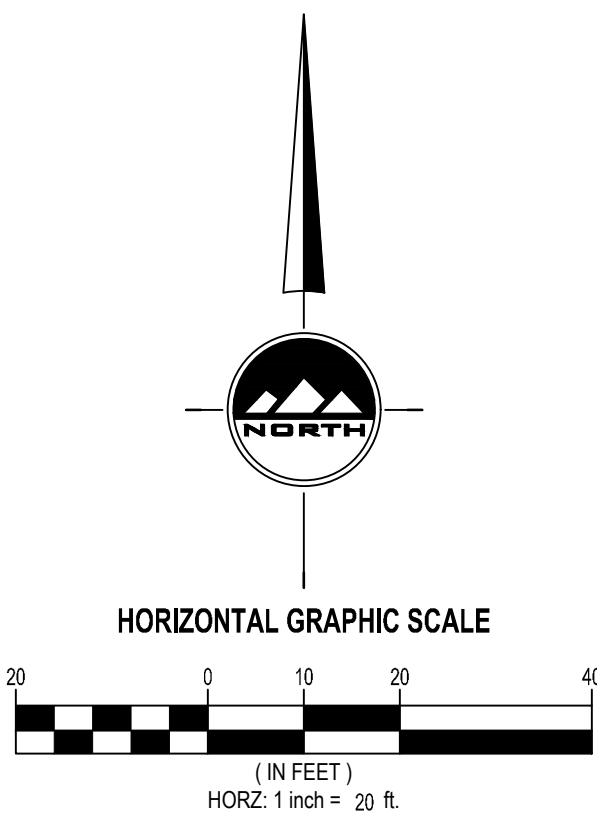
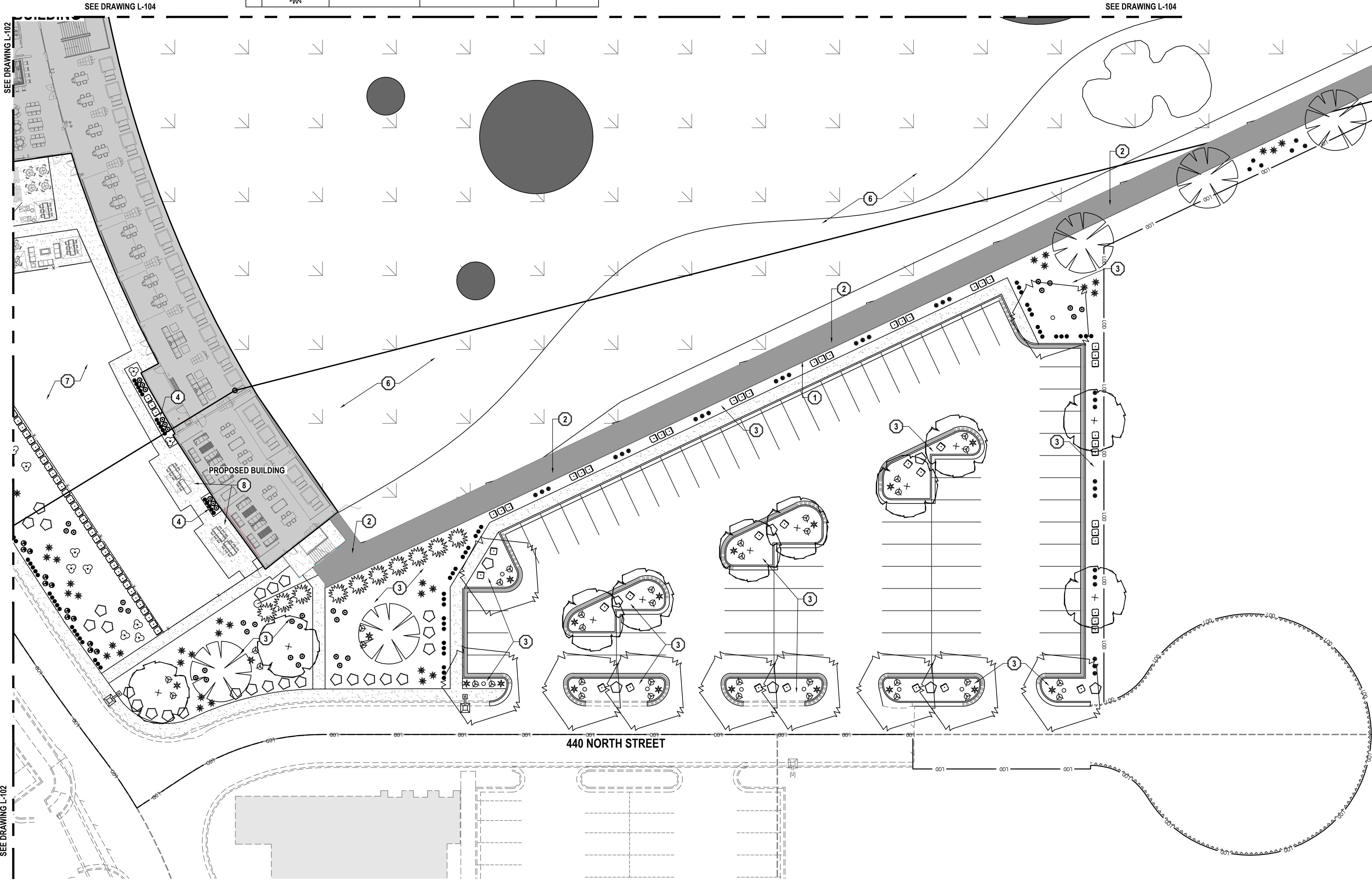
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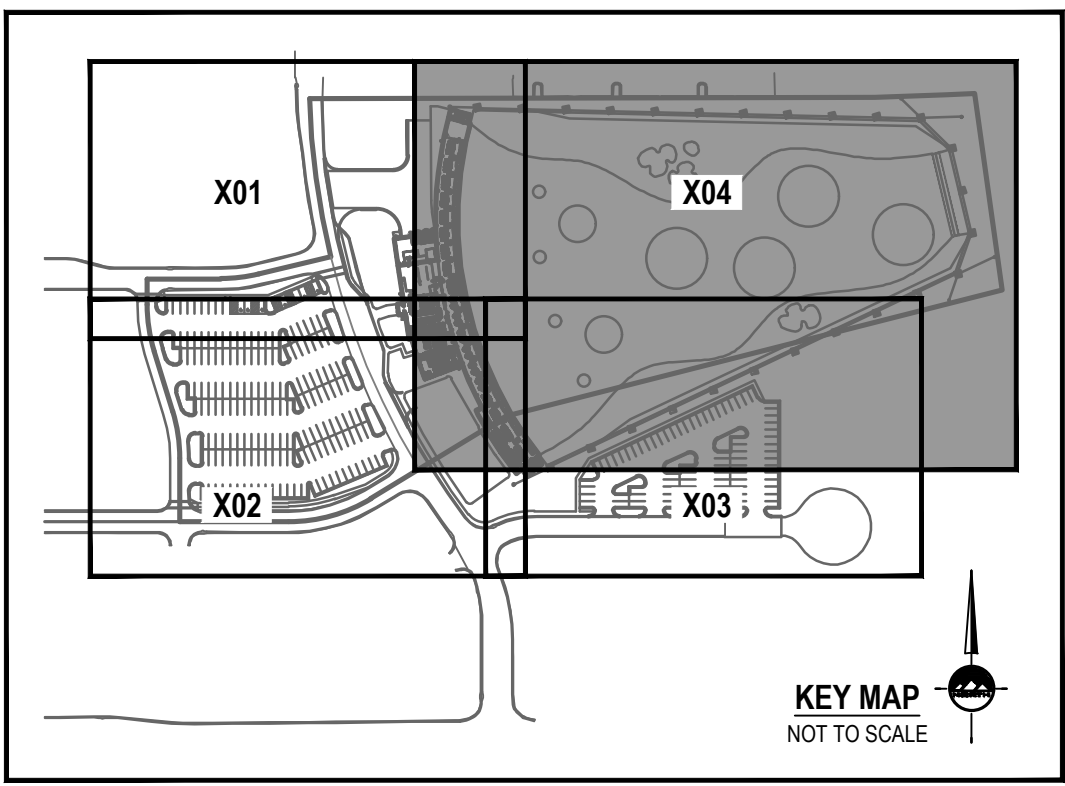
L-103

811

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SALT LAKE BASE AND MERIDIAN
ELEV = 4650.50'

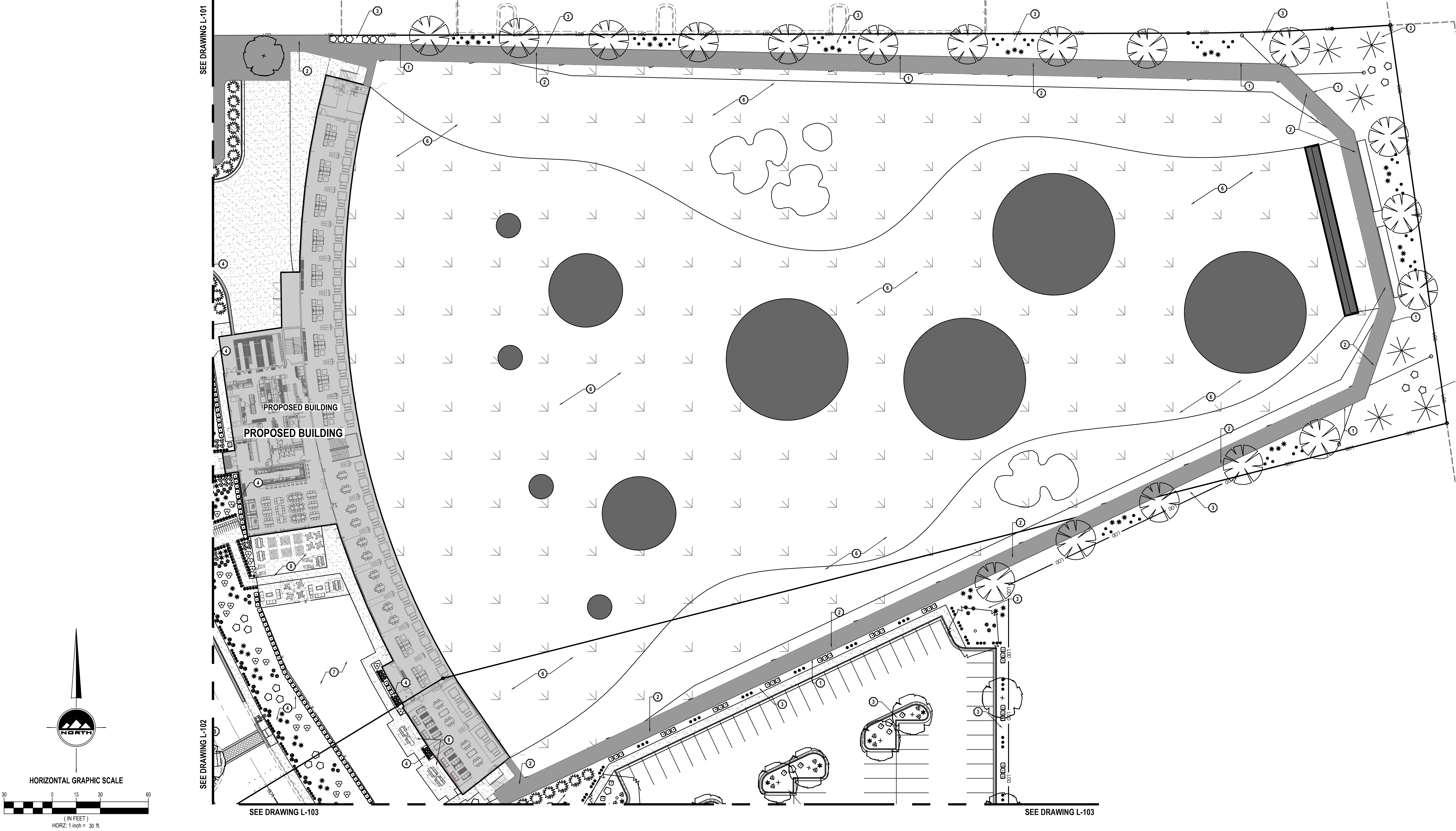


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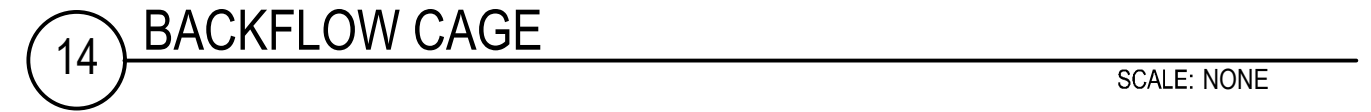
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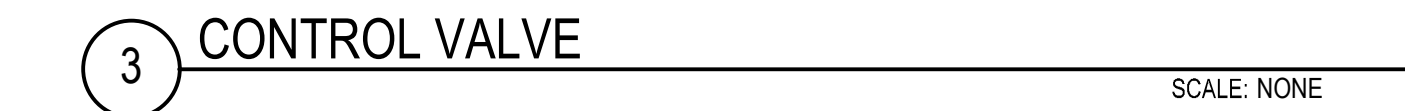
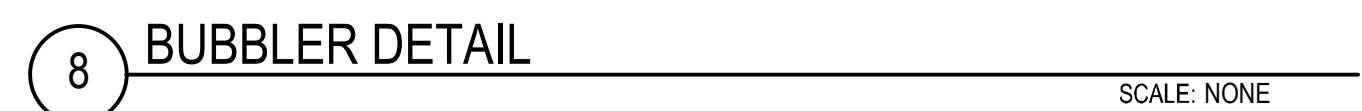
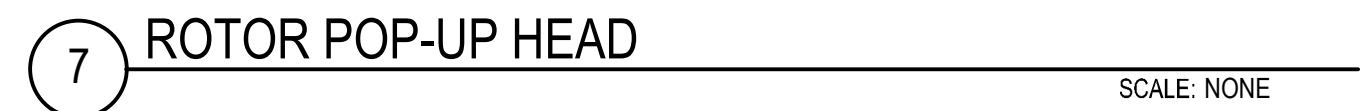
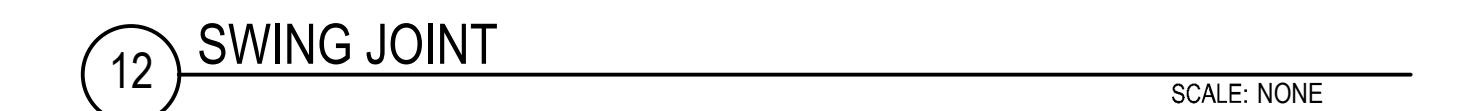
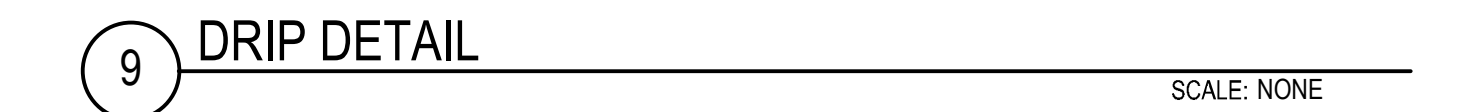
CHECKED BY
M. BUDGE

PROJECT MANAGER
B. MORRIS



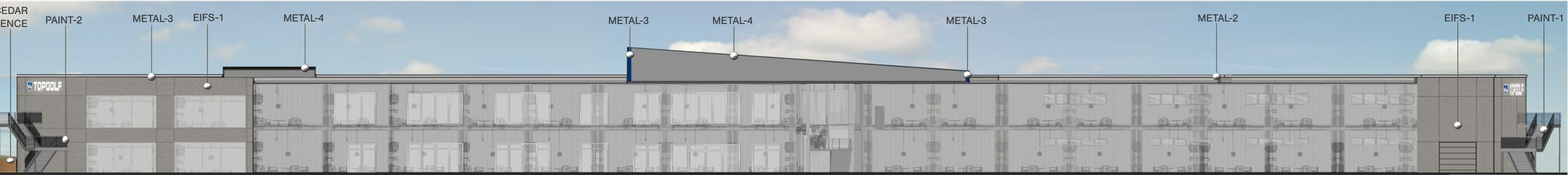
1. LANDSCAPE CONTRACTOR HAS THE OPTION TO SUBSTITUTE PLANT MATERIAL IF SPECIFIED GENUS, SPECIES, AND/OR VARIETIES ARE NOT LOCALLY OR REGIONALLY AVAILABLE. LANDSCAPE CONTRACTOR SHALL REPLACE SAID PLANTS WITH THOSE OF LIKE KIND, SIZE, FORM, MOISTURE AND SOLAR REQUIREMENTS, AND MEET THE GENERAL INTENT OF THE ORIGINAL DESIGN. ANY REPLACEMENT PLANTINGS SHALL BE APPROVED BY ENSIGN ENGINEERING AND LAND SURVEYING INC. OR PROJECT REPRESENTATIVE PRIOR TO INSTALLATION. ALL REPLACEMENT PLANT MATERIALS SHALL CONFORM TO CITY APPROVED PLANTS. ALL PLANTING SUBSTITUTION WILL BE APPROVED BY CITY.

1. IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTOR AND EXPERIENCED WORKMEN. CONTRACTOR TO OBTAIN AND PAY FOR ALL REQUIRED PERMITS.
2. CONTRACTOR TO CONFIRM THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR TO REPAIR ANY DAMAGE CAUSED BY OR DURING THE PERFORMANCE OF HIS WORK AT NO ADDITIONAL COST.
3. PARALLEL PIPES MAY BE INSTALLED IN A COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED ONE ABOVE THE OTHER.
4. TRENCHES ARE TO BE DEEP ENOUGH TO ALLOW FOR 18" MIN. COVER, ON MAIN LINES AND 12" MIN. COVER ON LATERAL LINES. BACKFILL TO BE WATERED IN AND COMPACTED.
5. ALL MAIN AND LATERAL LINES SHALL BE SCHEDULE 40 PVC PIPE.
6. ALL ELECTRICAL VALVES SHALL BE INSTALLED IN VALVE BOXES WITH LOCKING LIDS.
7. DIRECT BURIAL 1/4 GAGE WIRE WITH SPEARS DRI-SPLICE CONNECTORS (OR EQUAL) SHALL BE USED. 6" SEPARATION BETWEEN MAIN LINE & WIRE EITHER BELOW PIPE OR TO SIDE.
8. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE PROPER COVERAGE OF ALL IRRIGATED AREAS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING ALL LINES AND SHALL. INSTALL MANUAL DRAWS AT ALL VALVE MANIFOLDS AND AT ALL LOW POINTS ON MAIN LINES. MANUAL VALVES SHALL BE INSTALLED IN WELL MARKED VALVE BOXES WITH LOCKING LIDS. KIN AUTOMATIC DRAIN VALVES TO BE INSTALLED AT ALL LOW POINTS ON LATERAL LINES. CONTRACTOR TO INSTALL QUICK COUPLER VALVE AT ALL VALVE MANIFOLD LOCATIONS.
10. ALL SPRINKLER LINES AND CONTROL WIRES CROSSING UNDER PAVED AREAS SHALL BE INSTALLED IN A SLEEVE TWICE THE SIZE OF THE PIPE.
11. FLUSH MAIN LINES PRIOR TO THE INSTALLATION OF REMOTE CONTROL VALVES. FLUSH LATERAL LINES PRIOR TO THE INSTALLATION OF HEADS. MAIN LINES TO BE INSPECTED FOR LEAKS UNDER FULL PRESSURE PRIOR TO BACKFILLING TRENCHES.
12. CONTRACTOR TO MAINTAIN A SET OF "AS BUILT" DRAWINGS, A REPRODUCIBLE COPY OF WHICH WILL BE TURNED OVER TO THE OWNER'S REPRESENTATIVE UPON COMPLETION.
13. THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THESE DRAWINGS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT CONTRACTOR'S EXPENSE.

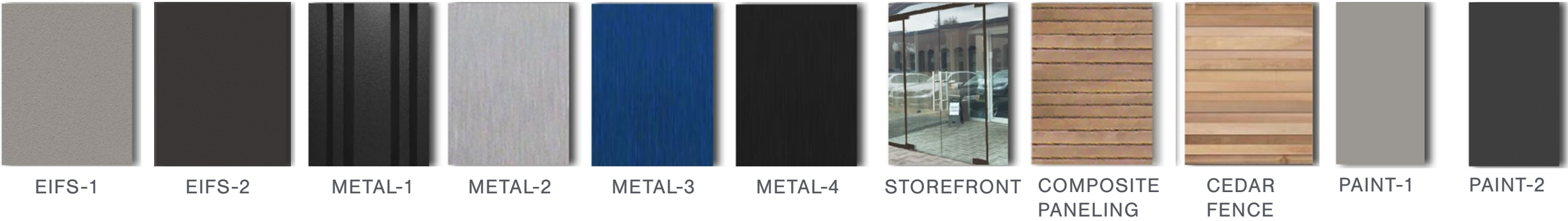
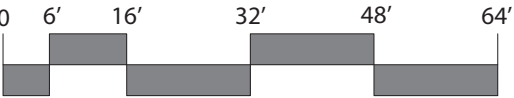




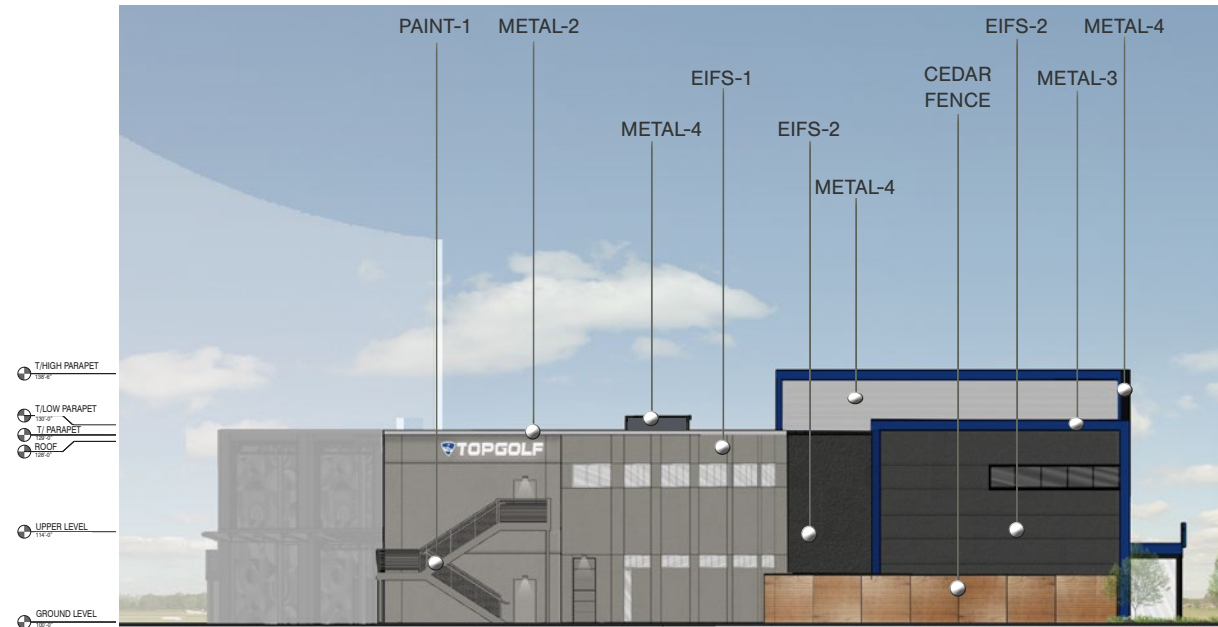
Front Elevation



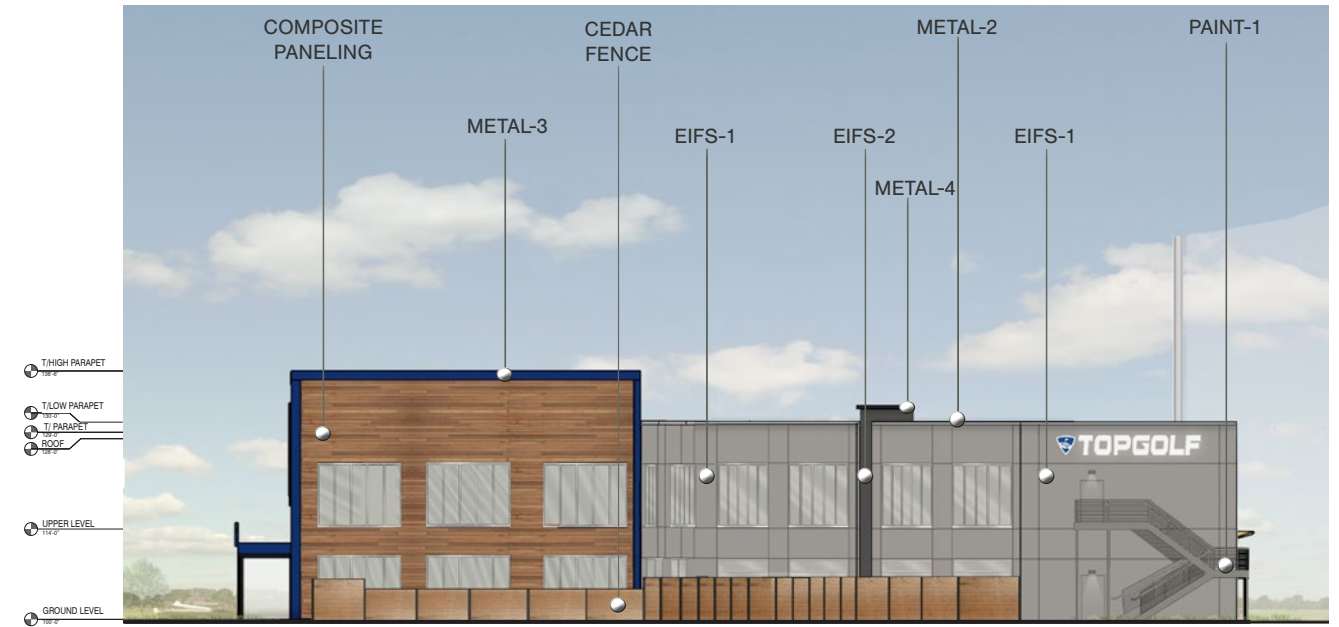
Rear Elevation



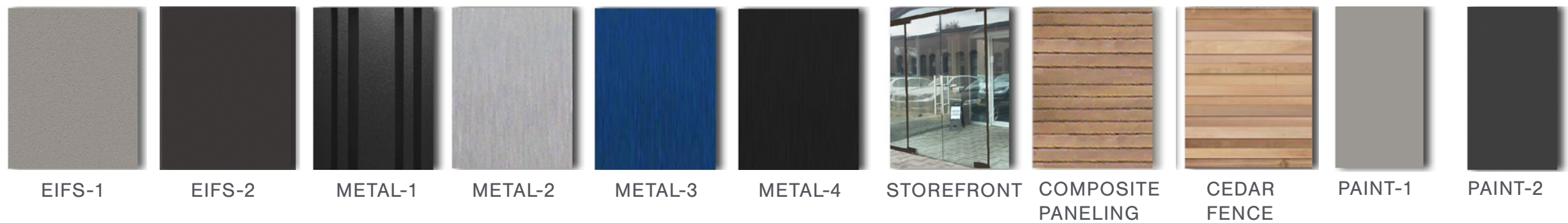
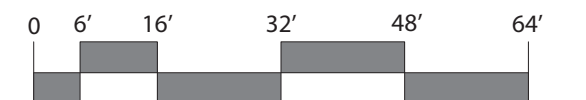
Exterior Elevations



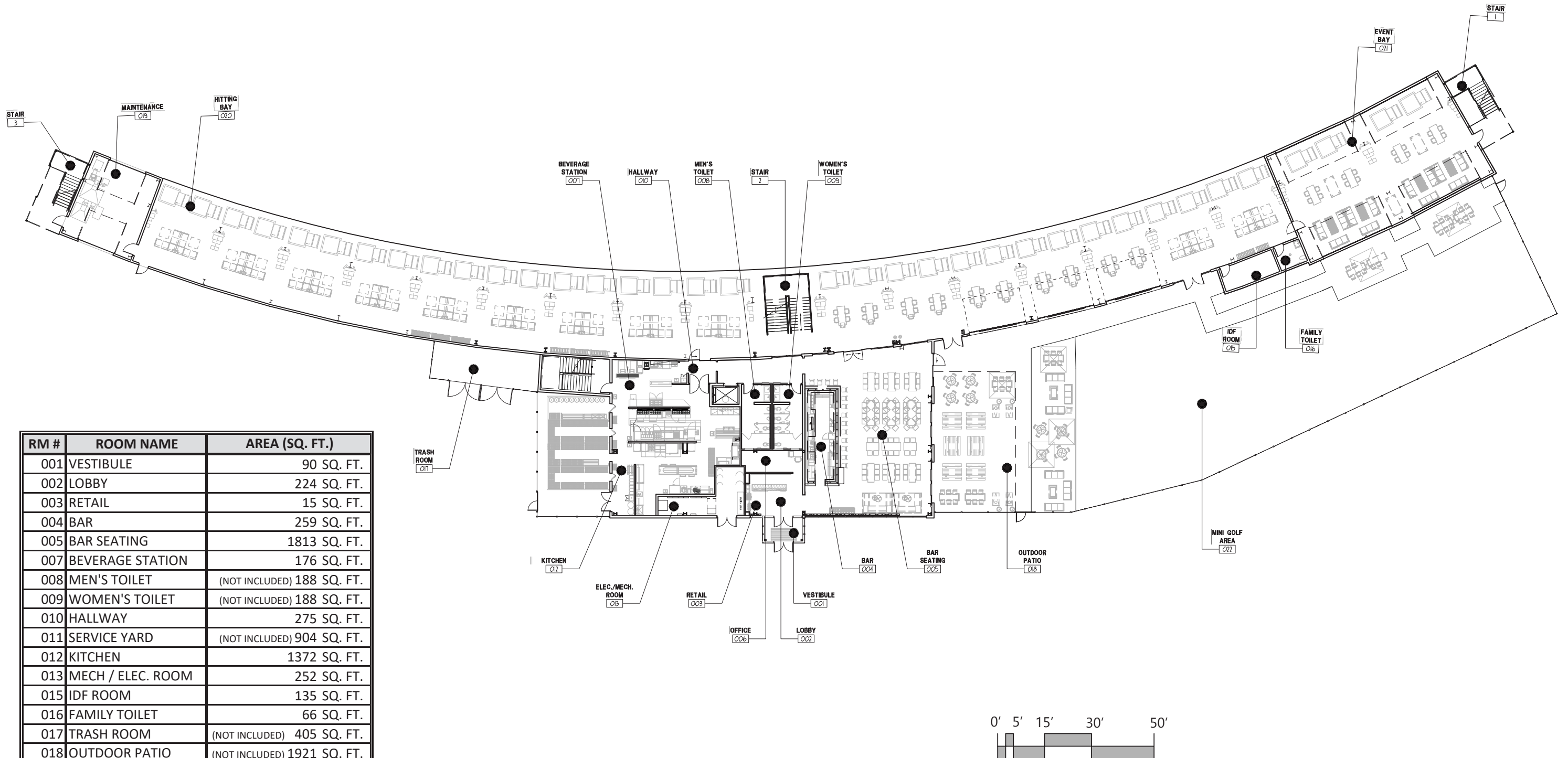
Left Elevation



Right Elevation



Exterior Elevations



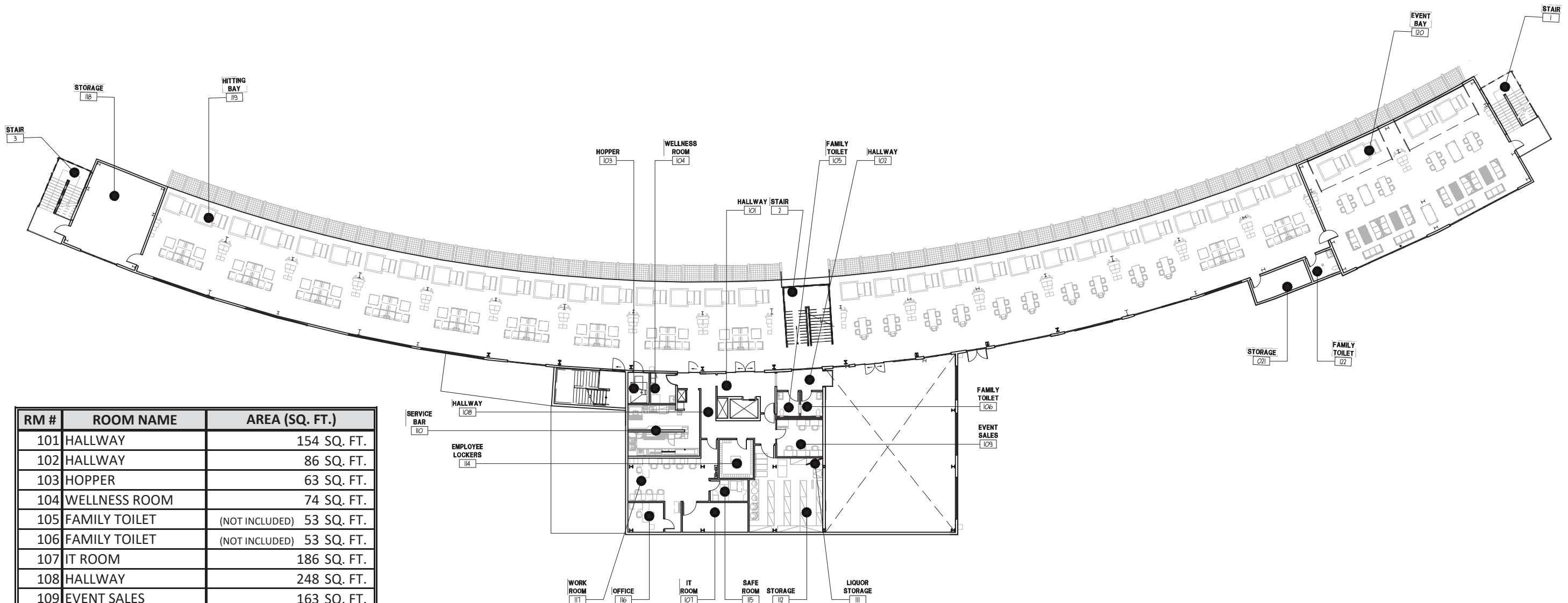
RM #	ROOM NAME	AREA (SQ. FT.)
001	VESTIBULE	90 SQ. FT.
002	LOBBY	224 SQ. FT.
003	RETAIL	15 SQ. FT.
004	BAR	259 SQ. FT.
005	BAR SEATING	1813 SQ. FT.
007	BEVERAGE STATION	176 SQ. FT.
008	MEN'S TOILET	(NOT INCLUDED) 188 SQ. FT.
009	WOMEN'S TOILET	(NOT INCLUDED) 188 SQ. FT.
010	HALLWAY	275 SQ. FT.
011	SERVICE YARD	(NOT INCLUDED) 904 SQ. FT.
012	KITCHEN	1372 SQ. FT.
013	MECH / ELEC. ROOM	252 SQ. FT.
015	IDF ROOM	135 SQ. FT.
016	FAMILY TOILET	66 SQ. FT.
017	TRASH ROOM	(NOT INCLUDED) 405 SQ. FT.
018	OUTDOOR PATIO	(NOT INCLUDED) 1921 SQ. FT.
019	MAINTENANCE	681 SQ. FT.
020	HITTING BAY	10190 SQ. FT.
021	EVENT BAY	3052 SQ. FT.
GROUND LEVEL		18600 SQ. FT.

GROSS FLOOR AREA
 19,841 TOTAL SQUARE FEET
 AT GROUND LEVEL



Floor Plan - Ground Level



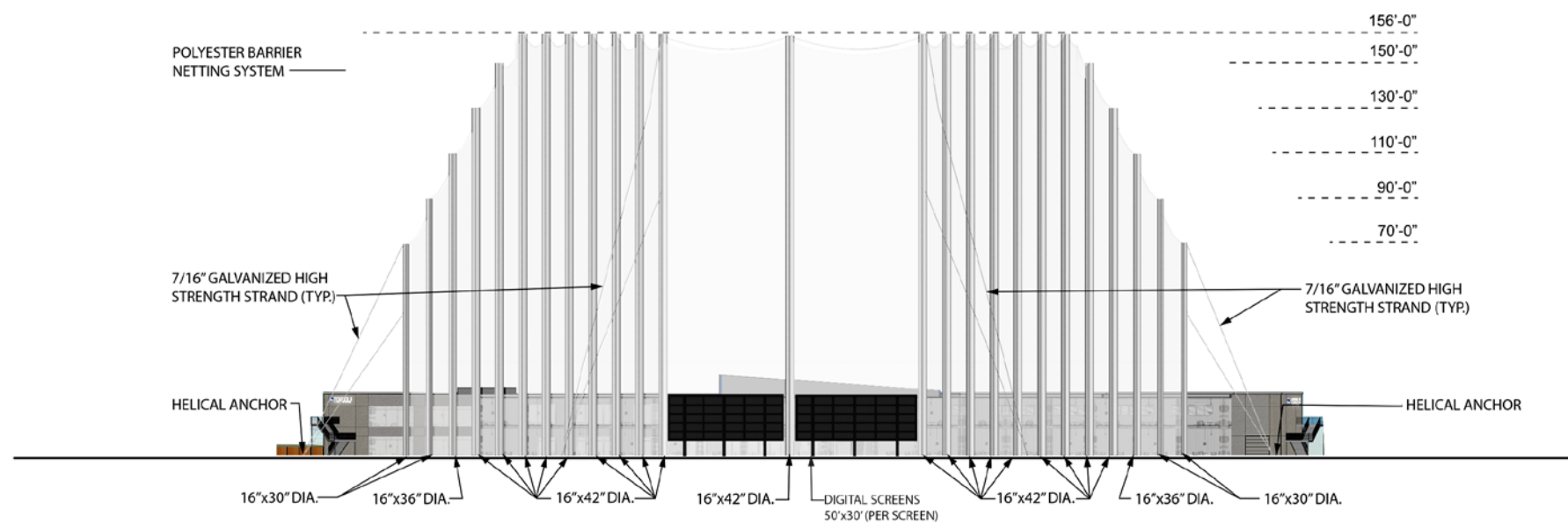
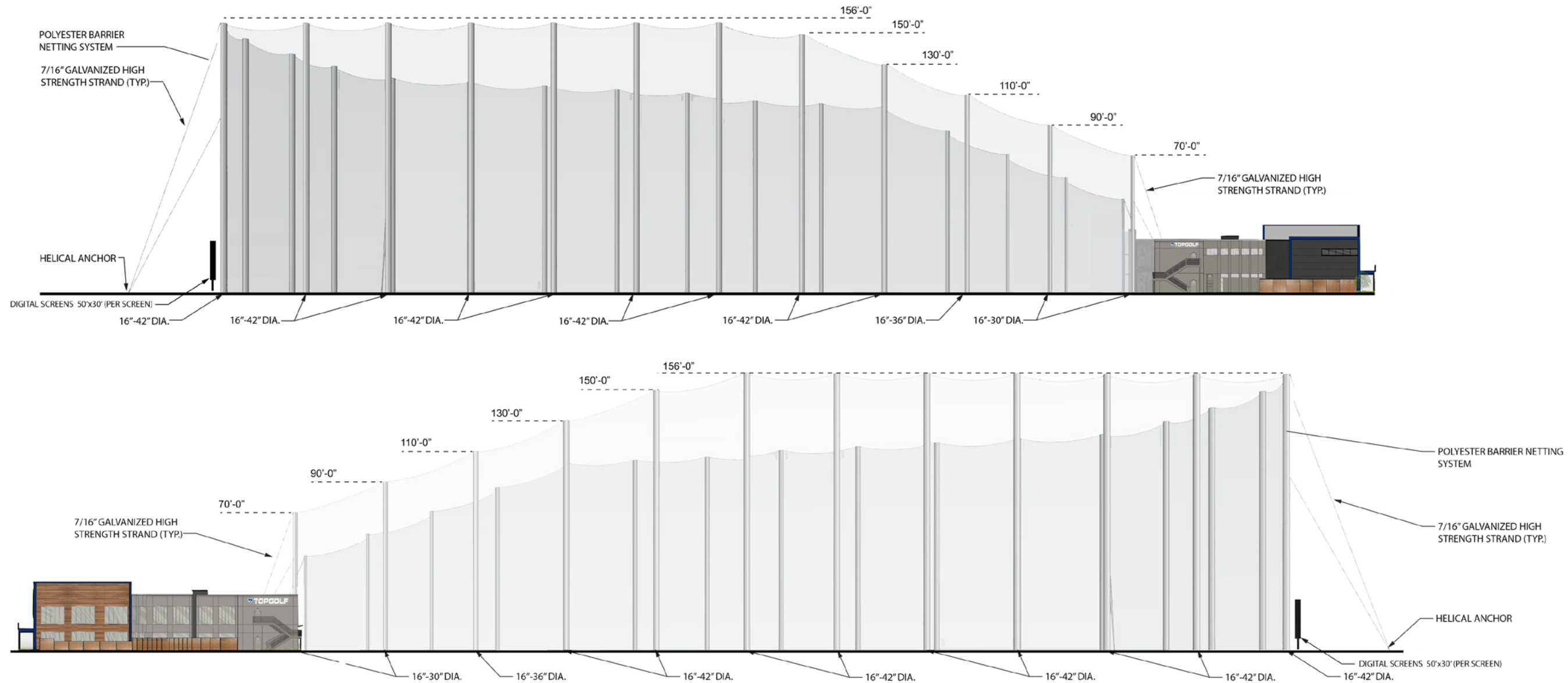


RM #	ROOM NAME	AREA (SQ. FT.)
101	HALLWAY	154 SQ. FT.
102	HALLWAY	86 SQ. FT.
103	HOPPER	63 SQ. FT.
104	WELLNESS ROOM	74 SQ. FT.
105	FAMILY TOILET	(NOT INCLUDED) 53 SQ. FT.
106	FAMILY TOILET	(NOT INCLUDED) 53 SQ. FT.
107	IT ROOM	186 SQ. FT.
108	HALLWAY	248 SQ. FT.
109	EVENT SALES	163 SQ. FT.
110	SERVICE BAR	375 SQ. FT.
111	LIQUOR STORAGE	20 SQ. FT.
112	BOH STORAGE	521 SQ. FT.
114	EMPLOYEE LOCKERS	126 SQ. FT.
115	SAFE ROOM	79 SQ. FT.
116	OFFICE	101 SQ. FT.
117	WORK ROOM	432 SQ. FT.
118	TEELINE STORAGE	630 SQ. FT.
119	HITTING BAY	10313 SQ. FT.
120	EVENT HITTING BAY	2275 SQ. FT.
121	STORAGE	135 SQ. FT.
122	FAMILY TOILET	(NOT INCLUDED) 66 SQ. FT.
UPPER LEVEL		15981 SQ. FT.

GROSS FLOOR AREA
17,331 TOTAL SQUARE FEET
AT UPPER LEVEL

Floor Plan - Upper Level





POLYESTER BARRIER NETTING SYSTEM

NETTING COMPONENT:
 -COLOR: BLACK
 -POLYESTER NETTING: 1" MESH SIZE
 -LONG STITCH KNOT LESS JOIN
 -RESIN DYE AND BONDING TREATMENT
 -116.7 LB. AVERAGE SINGLE MESH BREAK STRENGTH

ATTACHMENT TWINE/HANGING TWINE:
 -#48 BRAIDED POLYESTER TWINE
 -375 LB. TENSILE STRENGTH
 -DYE TREATED

PERIMETER BORDER ROPE & RIB-LINE/VERTICALS:
 -3/8" BRAIDED SYNTHETIC COVER
 -PARALLEL SYNTHETIC CORE
 -3,500 LB. TENSILE STRENGTH



NETTING POLE
 LIGHT GRAY



Net Pole - Elevations



Topgolf Digital Screens

HD SPECTACULAR DIGITAL SCREENS

Topgolf will feature two HD screens at the back of the golf fairway.

FEATURES

- Content can be animated or static
- Dimensions: 50'x30' (per screen)
- Aspect Ratio: 16:9
- Rotations: 2 minutes



HD SPECTACULAR

SCREEN CONTENT

The HD Spectacular screens provide crucial, relevant messaging and information for Topgolf's in-venue guests. The main purposes of the HD Spectacular are to broadcast live sports content, alert players of game play objectives and connect game-integration messaging, provide space for partner brand messaging, and to promote Topgolf's internal programs and events



SCREEN CONTENT EXAMPLES



Game Play Messaging

Game play messaging alerts players to aim the ball at the back net target, such as “Hit the Ball Here.”



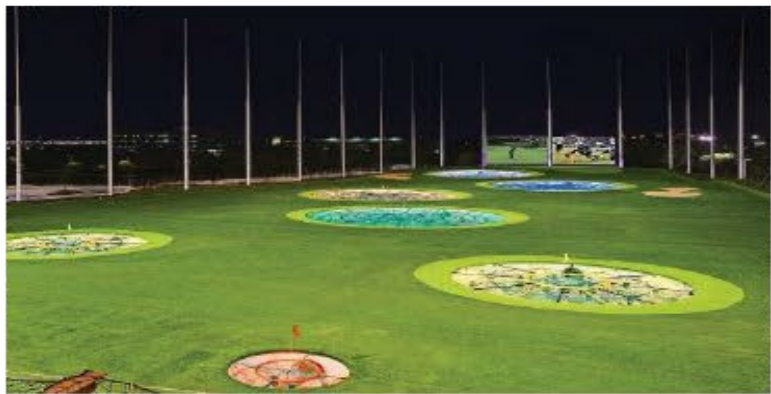
Internal Programs

The screen promotes events and programs that interest the Topgolf guest demographic. Examples include Topgolf KidZone and Topgolf U.



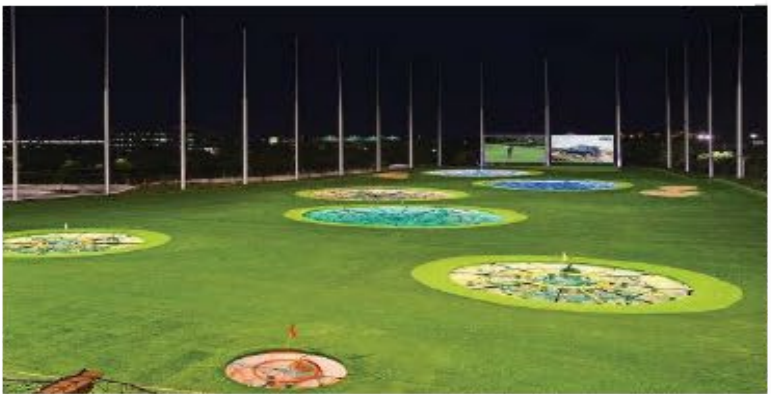
Game Milestone Messaging

When a player achieves a game milestone, such as a hole-in-one, a message will be portrayed to alert the player of his or her success.



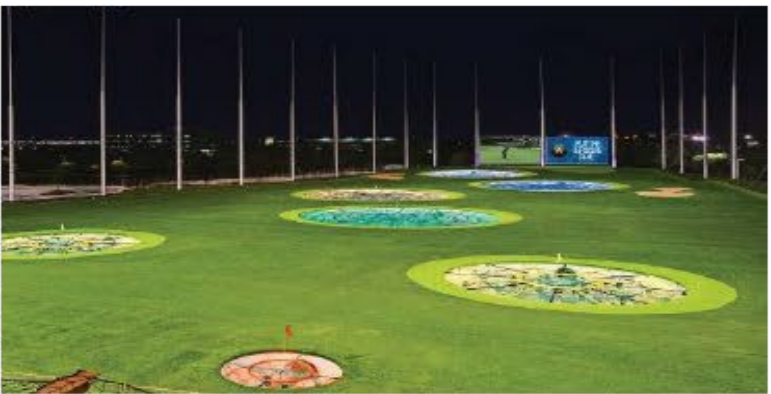
Sports Content

The screen can broadcast live sports content.



Brand Messaging

The screen can display Partner brand messages



Game Integration

Screens can activate games to facilitate in-venue competition among guests.



TOPGOLF

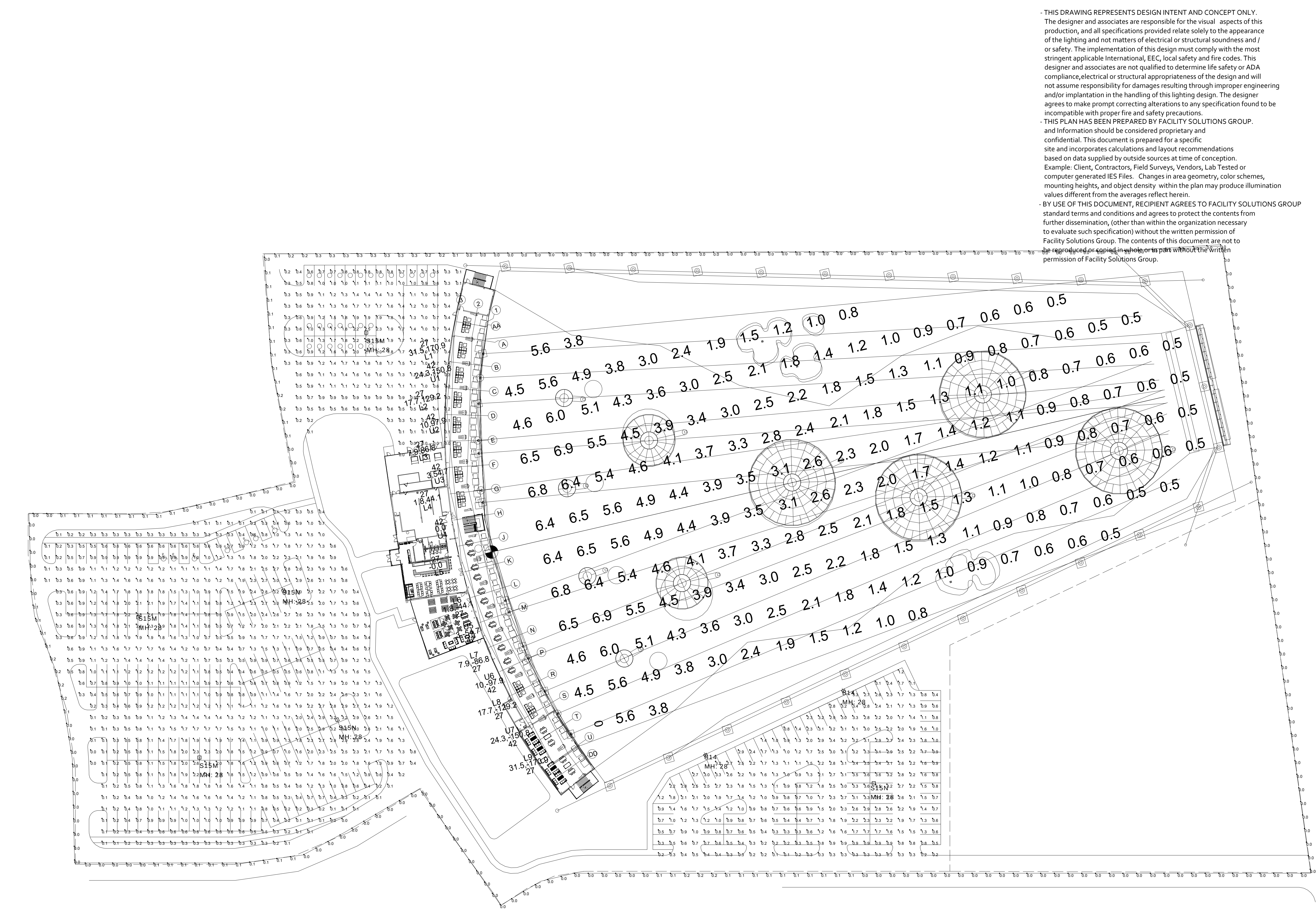
FAIRWAY VIEW | HD SPEC



TOPGOLF

FAIRWAY VIEW | HD SPEC





Plan View: SITE
Scale: 1 inch= 40 Ft.

- THIS DRAWING REPRESENTS DESIGN INTENT AND CONCEPT ONLY. The designer and associates are responsible for the visual aspects of this production, and all specifications provided relate solely to the appearance of the lighting and not matters of electrical or structural soundness and / or safety. The implementation of this design must comply with the most stringent applicable International, EEC, local safety and fire codes. This designer and associates are not qualified to determine life safety or ADA compliance, electrical or structural appropriateness of the design and will not assume responsibility for damages resulting through improper engineering and/or implantation in the handling of this lighting design. The designer agrees to make prompt correcting alterations to any specification found to be incompatible with proper fire and safety precautions.

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Calculated by: J. JACQUES

Checked By:

Date: 8/26/2021

TOP GOLF VINEYARD, UTAH

PARKING LOT, DRIVING RANGE, AND PROPERTY LINE

LIGHTING LAYOUT w/LED IN PARKING LOT

USING PROPOSED LOCATIONS

DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE SITE PHOTO METRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING. THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES.

THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. CHANGES IN AREA GEOMETRY, COLOR SCHEMES, MOUNTING HEIGHTS, AND OBJECT DENSITY WITHIN THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.

THIS LAYOUT IS BASED ON IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY.

lighting > electrical > energy

technology > signs

FACILITY SOLUTIONS GROUP

Page 1 of 3

- ☐ N2-43
GEN 3 SMALL
- ☐ N4x3
GEN 3 SMALL

Pole	x-loc	y-loc	height	☐ N2-43	☐ N4x3	Total	kw
L1	31.5	170.9	27ft		1	1	0.5
L2	17.7	129.2	27ft		1	1	0.5
L3	7.9	86.8	27ft		1	1	0.5
L4	1.8	44.1	27ft		1	1	0.5
L5	-0	0	27ft		1	1	0.5
L6	1.8	-44.1	27ft		1	1	0.5
L7	7.9	-86.8	27ft		1	1	0.5
L8	17.7	-129.2	27ft		1	1	0.5
L9	31.5	-170.9	27ft		1	1	0.5
U1	24.3	150.8	42ft	1		1	0.5
U2	10	97.9	42ft	1		1	0.5
U3	3	54.7	42ft	1		1	0.5
U4	0	0	42ft	1		1	0.5
U5	3	-54.7	42ft	1		1	0.5
U6	10	-97.9	42ft	1		1	0.5
U7	24.3	-150.8	42ft	1		1	0.5
Total				7	9	16	8.0

Calculation Summary												
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	CV	UG	Description	PtSpcLr	PtSpcTb
MAIN PARKING	Illuminance	Fc	1.10	3.2	0.0	N.A.	N.A.	N.A.	N.A.	readings taken at grade	10	10
PROPERTY LINE	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.	N.A.	N.A.	readings taken at grade	12	N.A.
SOUTH PARKING LOT	Illuminance	Fc	1.64	3.6	0.1	16.40	36.00	N.A.	N.A.	readings taken at grade	10	10

NOTES:
-NO POLES TO BE PLACED ON ISLANDS
- .2 FC MINIMUM IN PARKING LOT
-0.5 FCMAXIMUM ON PROPERTY LINE
-DRIVING RANGE LUMINAIRES ARE NOT CONTRIBUTING TO CALCULATED LEVELS.
THEY ARE NOT "LIVE" IN THIS CALCULATION, BUT PART OF THE CLIENT PROVIDED AUTOCAD FILE
-FOOTCANDLE LEVELS SHOWN IN DRIVING RANGE ARE NOT "LIVE" THEY ARE FROM
CLIENT PROVIDED AUTOCAD FILE.

Luminaire Schedule										
Symbol	Label	Qty	Arrangement	Lum. Lumens	Total Lamp Lumens	Lum. Watts	LLF	[MANUFAC]	Description	Filename
	S14	2	SINGLE	19488	N.A.	225	0.900	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	GLEON-AF-04-LED-E1-SL4-HSS; TYPE 4 LED POLE/W HOUSE-SIDE SHIELD; 25' POLE W/3' BASE	GLEON-AF-04-LED-E1-SL4-HSS.ies
	S15M	3	SINGLE	25224	N.A.	225	0.900	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	GLEON-AF-04-LED-E1-5MQ; SINGLE TYPE 5 SQUARE MEDIUM LED POLE; 25' POLE W/3' BASE	GLEON-AF-04-LED-E1-5MQ.ies
	S15N	3	SINGLE	24768	N.A.	225	0.900	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	GLEON-AF-04-LED-E1-5NQ; SINGLE TYPE 5 SQUARE NARROW LED POLE; 25' POLE W/3' BASE	GLEON-AF-04-LED-E1-5NQ.ies

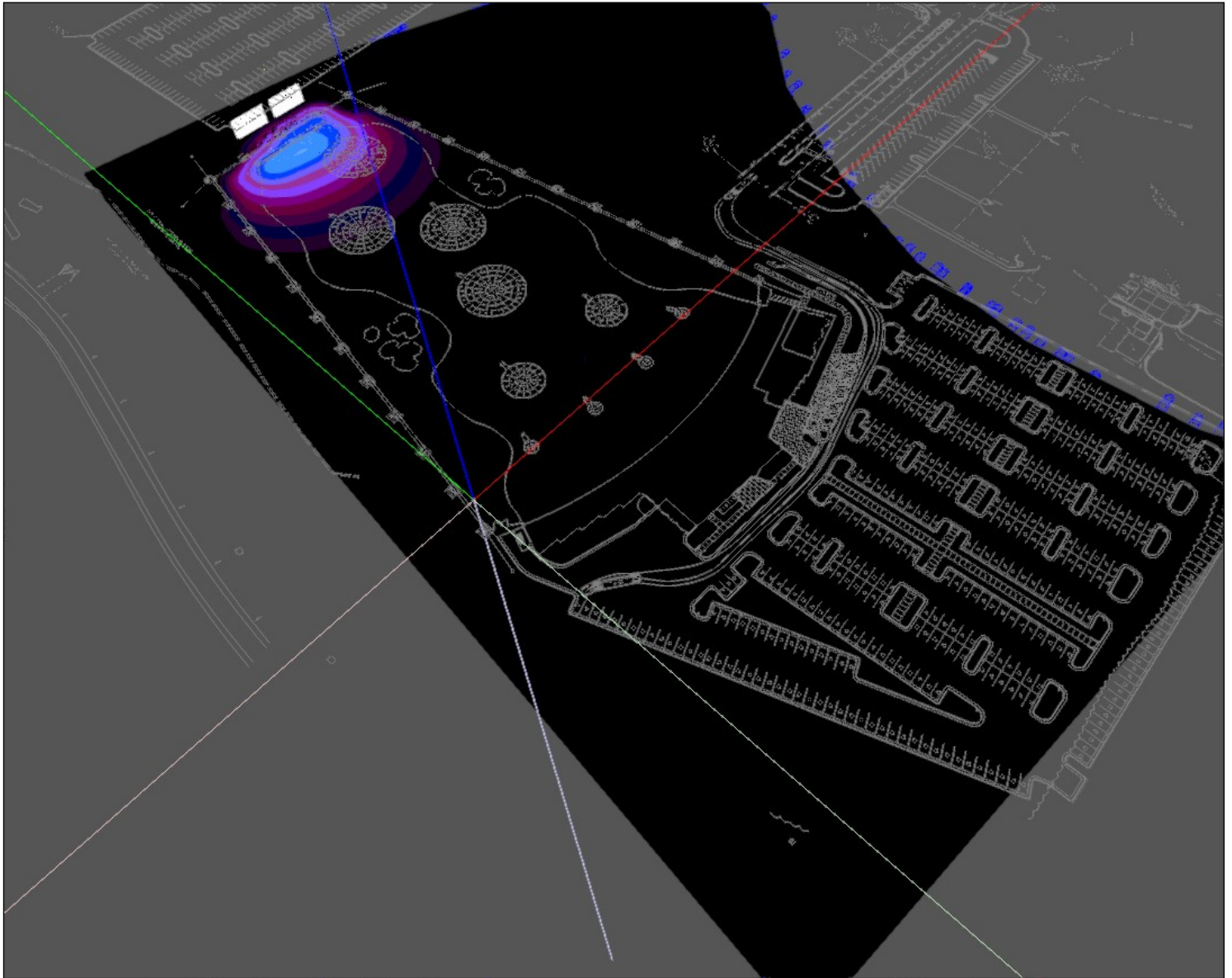
- THIS DRAWING REPRESENTS DESIGN INTENT AND CONCEPT ONLY.
The designer and associates are responsible for the visual aspects of this production, and all specifications provided relate solely to the appearance of the lighting and not matters of electrical or structural soundness and / or safety. The implementation of this design must comply with the most stringent applicable International, EEC, local safety and fire codes. This designer and associates are not qualified to determine life safety or ADA compliance,electrical or structural appropriateness of the design and will not assume responsibility for damages resulting through improper engineering and/or implantation in the handling of this lighting design. The designer agrees to make prompt correcting alterations to any specification found to be incompatible with proper fire and safety precautions.
- THIS PLAN HAS BEEN PREPARED BY FACILITY SOLUTIONS GROUP.
and Information should be considered proprietary and confidential. This document is prepared for a specific site and incorporates calculations and layout recommendations based on data supplied by outside sources at time of conception.
Example: Client, Contractors, Field Surveys, Vendors, Lab Tested or computer generated IES Files. Changes in area geometry, color schemes, mounting heights, and object density within the plan may produce illumination values different from the averages reflect herein.
- BY USE OF THIS DOCUMENT, RECIPIENT AGREES TO FACILITY SOLUTIONS GROUP standard terms and conditions and agrees to protect the contents from further dissemination, (other than within the organization necessary to evaluate such specification) without the written permission of Facility Solutions Group. The contents of this document are not to be reproduced or copied in whole or in part without the written permission of Facility Solutions Group.

DUE TO CHANGING LIGHTING ORDINANCES IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE SITE PHOTO METRICS AND LUMINAIRE SPECS TO THE LOCAL INSPECTOR BEFORE ORDERING TO ENSURE THIS PLAN COMPLIES WITH LOCAL LIGHTING ORDINANCES
THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. THE LIGHTED AREA MAY PRODUCE ILLUMINATION VALUES DIFFERENT FROM THE PREDICTED RESULTS SHOWN ON THIS LAYOUT.
- THIS LAYOUT IS BASED ON IES FILES THAT WERE LAB TESTED OR COMPUTER GENERATED. ACTUAL RESULTS MAY VARY

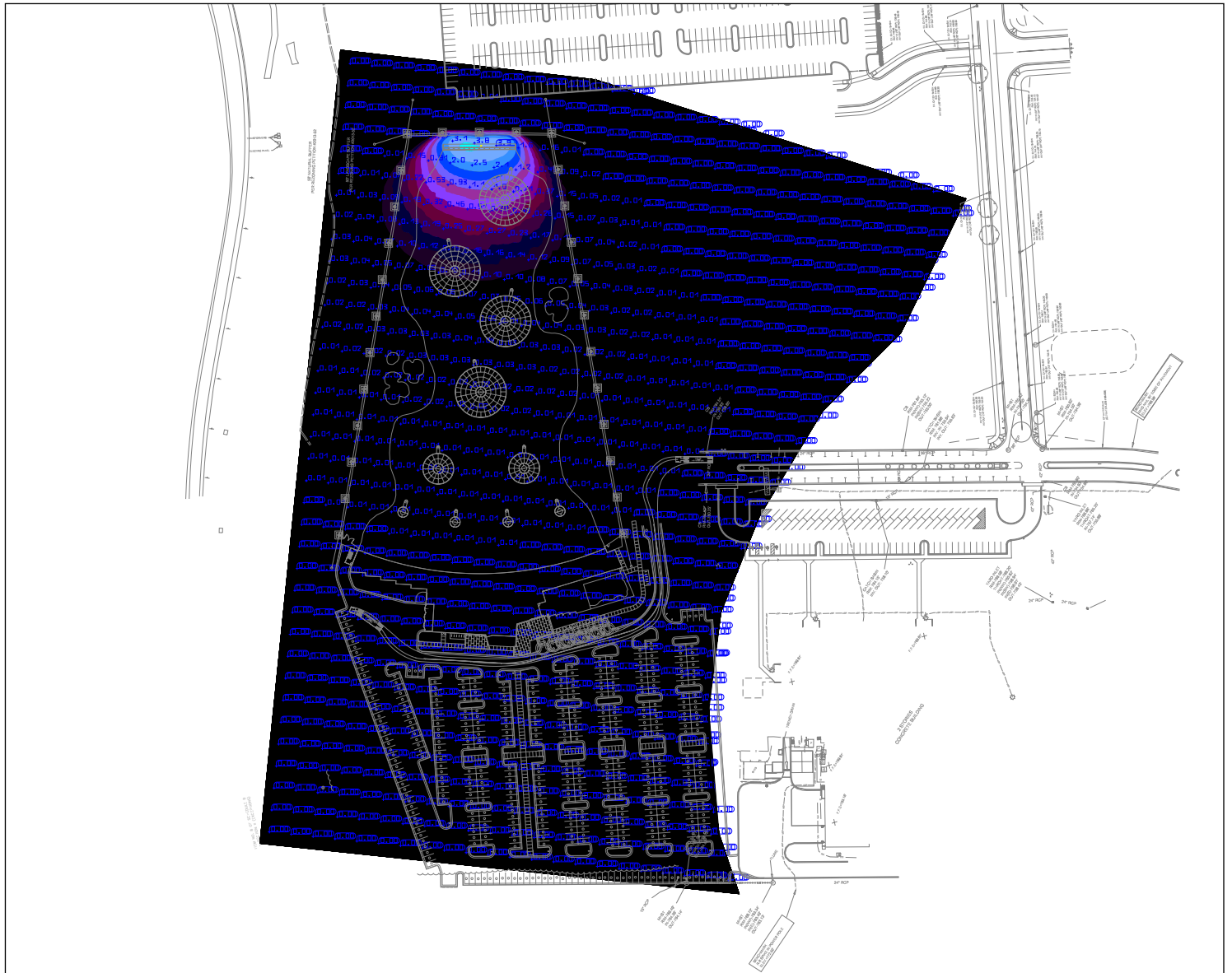
TOP GOLF VINEYARD, UTAH
PARKING LOT, DRIVING RANGE, AND PROPERTY LINE
LIGHTING LAYOUT w/LED IN PARKING LOT
USING PROPOSED LOCATIONS

Site 1

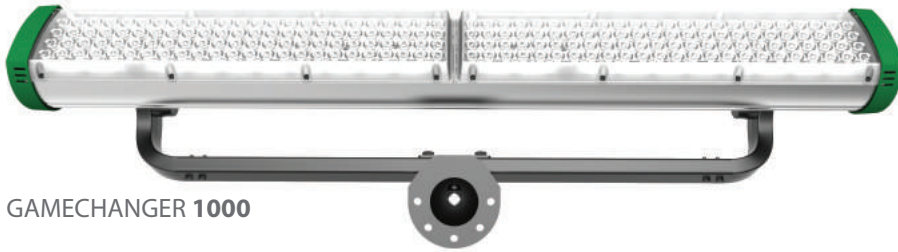
Isometric View 2



New Plan View



Scale: 1 : 2820



GAMECHANGER 1000



GAMECHANGER 500

GAMECHANGER™ Electrical Detail	GAMECHANGER™ 1000	GAMECHANGER™ 500
Input Watts	1000w	500w
Kw Draw	1.04	0.52
*Lumen Output	115,000	58,000
Lumens/Watts	115	115
CCT	5,700	5,700
CRI	>80	>80
Weight	51 lbs.	27 lbs.
CURRENT	Amps	Amps
277v	3.75	1.88
240v	4.33	2.17
208v	5	2.5
120v	8.67	4.33

APPLICATIONS

Outdoor sports fields at all levels, general area lighting

RATINGS

IP66, -40°C to 55°C

INPUT POWER

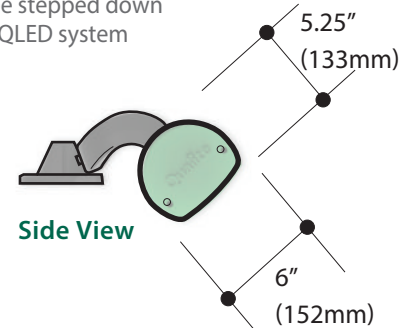
100v - 240v auto sensing
200v - 300v auto sensing
480v with neutral can be split into 277v
480v w/o neutral can be stepped down via transformer within QLED system

* The specifications listed were obtained under optimal testing conditions. Please note that changes in options, features and conditions may result in slightly different performance specifications among fixtures.

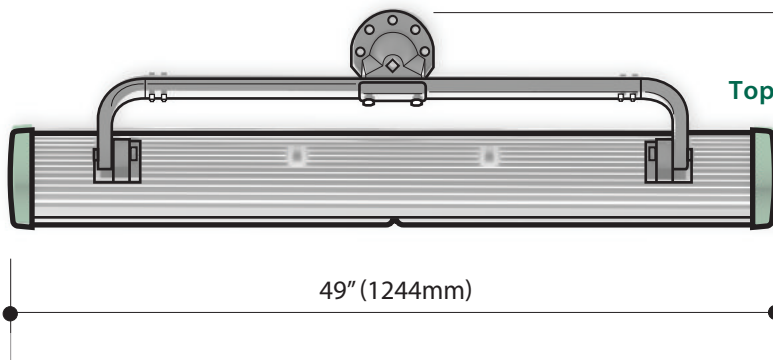
Amps are based on single Phase.
3 Phase systems will be balanced per pole.
480 and 347V - Will be stepped down to 277V.

OPTICS

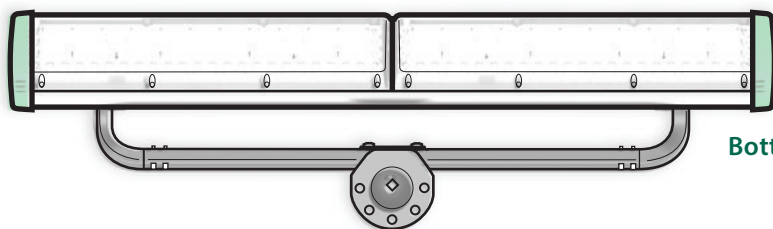
Various symmetrical and asymmetrical rectangular and round patterns with built in glare control utilizing TIR lens technology.



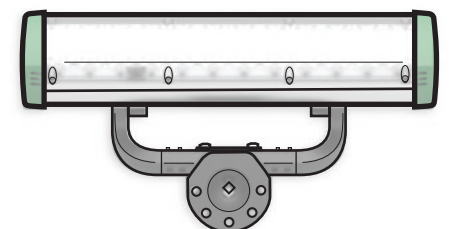
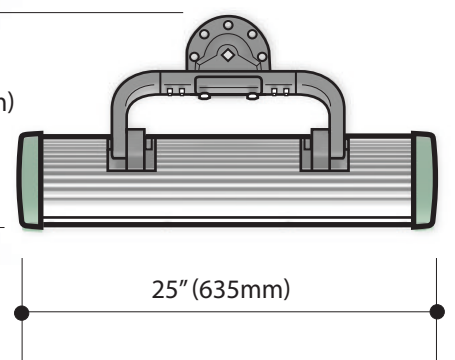
Top View



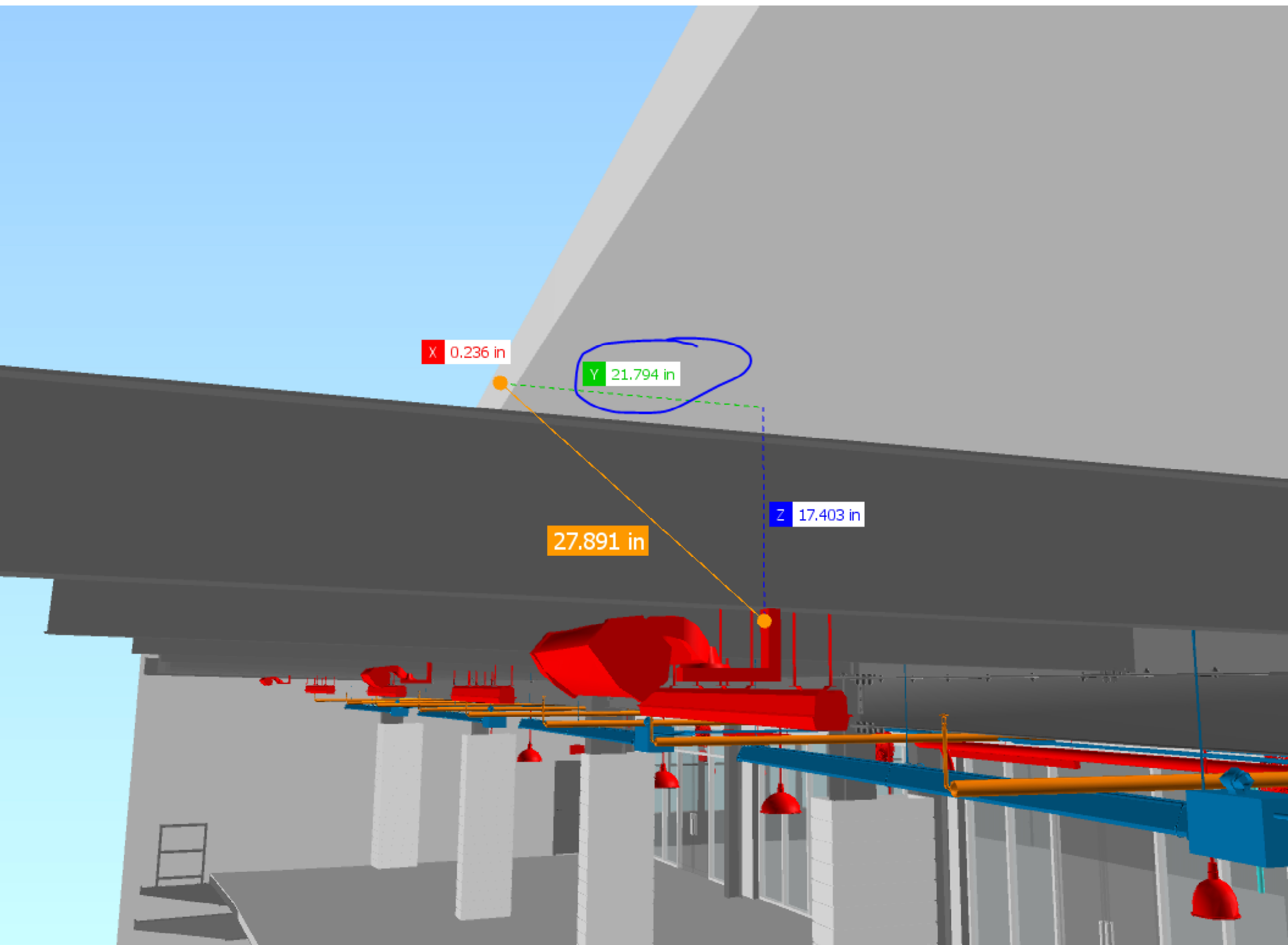
Bottom View

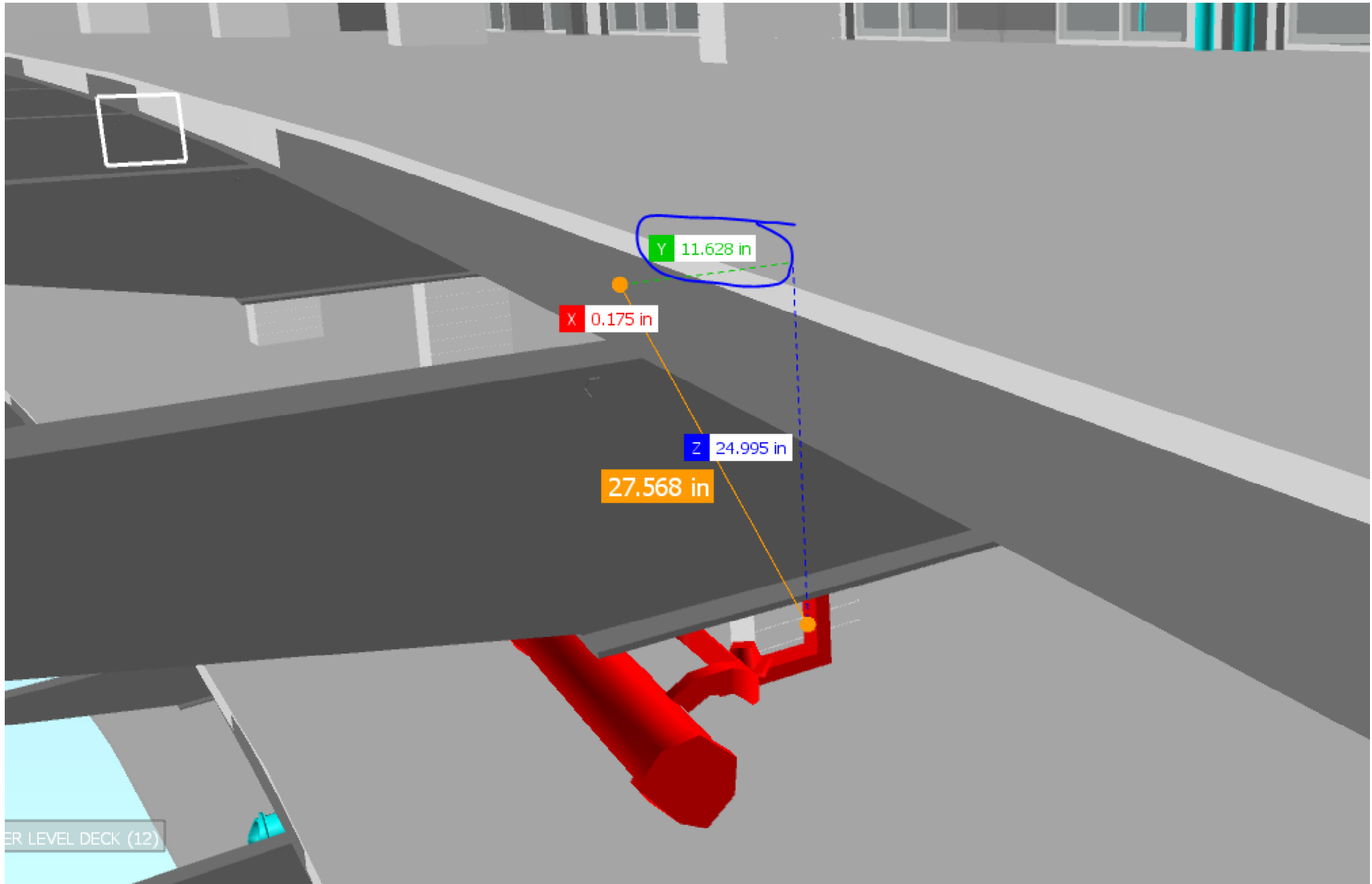


GAMECHANGER 1000



GAMECHANGER 500







Exterior Renderings

August 31st, 2021

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Exterior View 1



Exterior View 2

Vineyard, UT | Exterior Renderings | August 31st, 2021 | Page 3

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Exterior View 2 Night

Vineyard, UT | Exterior Renderings | August 31st, 2021 | Page 4

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TAX INCREMENT PARTICIPATION AGREEMENT

This Tax Increment Participation Agreement (this "Agreement") is entered into and effective as of July 15th, 2019, between Fifty Mill, LLC, a Utah limited liability company (the "Company") and the Vineyard Redevelopment Agency, a political subdivision of the State of Utah (the "Agency"), as follows:

Recitals

- A. Agency and Vineyard, Utah (the "City") have created the Geneva Urban Renewal Area (the "Project Area") through the adoption of the Geneva Urban Renewal Project Area Plan (the "Plan") and the Geneva Urban Renewal Project Area Budget (the "Budget") pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, *et seq.*, Utah Code Annotated, as amended (the "Act").
- B. Agency and the City have determined that redevelopment of the Project Area constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.
- C. The Act grants Agency authority to use Agency funds, as defined in Utah code Annotated § 17C-1-102(5) ("Agency Funds") to incentivize new businesses to locate within the Project Area.
- D. The Company owns or previously owned fee title to the real property described on **Exhibit A** hereto (the "Property"), which is located within the boundaries of the Project Area.
- E. The Company has presented to the Agency preliminary concept plans for the development of a golf driving range facility which is described in **Exhibit B** and related improvements on Lot 2 of the Property (the "Golf Facility") and commercial medical offices on Lot 5 of the Property in the approximate amount of 15,000 sq. ft of office space and on Lot 1 of the Property in the approximate amount of 20,000 sq. ft of office space (the "Offices" and together with the Golf Facility, the "Developer Improvements").
- F. The Property will in the future generate tax increment that are diverted to the Agency pursuant to the provisions of the Act.
- G. The Company has also presented to the Agency and its consultants sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the Agency's participation in the construction of the Golf Facility.
- H. The Plan and Budget contemplates the use of Agency Funds to incentivize new businesses to locate within the Project Area.
- I. Agency is authorized to enter into this Agreement with Company and utilize Agency Funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

J. Company is a “Participant” and this Agreement qualifies as a “Participation Agreement” as these terms are defined in Section 17C-1-102 (38) and (39) of the Act.

Agreement

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the parties hereby agree as follows:

1. **Tax Increment.** This Agreement refers to “tax increment” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property resulting from new development and construction. The Agency is entitled to collect a portion of tax increment from the property located within the Project Area boundaries as expressly provided under the Act and the Agency Plan and Budget, respectively.

2. **Company’s Commitments.** As a condition to all obligations of the Agency under this Agreement to pay Annual Increment Payments (as defined below), the Company agrees to do each of the following (each a “Company Commitment”):

- a. *Agency Board Approvals.* The Company shall obtain from the Agency Board approval in a public meeting of its site plans, layouts, development and construction timeline, architectural renderings and exterior elevations of the Golf Facility (such approved documents referred to herein as the “Approved Plans and Specifications”), which approval shall not be unreasonably withheld, conditioned or delayed, prior to such documents being submitted to the City Planning Commission for approval.
- b. *Construction of Golf Facility.* On or before October 10, 2021, substantial completion must be achieved, as evidenced by obtaining a temporary certificate of occupancy, for the Golf Facility consisting of luxury golf hitting and lounge bays, full service dining facilities, corporate event space, private party space, and concert venue space, substantially according to the Approved Plans and Specifications. The Company will use commercially reasonable efforts to obtain the necessary permits and approvals from the Utah Department of Alcoholic Beverage Control (the “DABC”) to operate a full-service bar at the Golf Facility, however, procurement of such permits and approvals from the DABC and operation of a full-service bar shall not be a Company Commitment.
- c. *Construction of Offices.* On or before October 10, 2021, substantial completion must be achieved, as evidenced by obtaining a temporary certificate of occupancy, for the Offices.

3. **Developer Improvements Agency Financing.**

- a. *Generally.* The Company is solely responsible for all the costs of acquisition, development, construction, maintenance, ownership and repair of the Developer Improvements. However, the Agency will participate with the Company in financing the construction of the Golf Facility by (i) initially paying Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) (the “Initial Payment”) to the Company within thirty (30) days after Company’s request to be used exclusively for payment of permit and impact fees payable

to the City, infrastructure costs related to the Developer Improvements upon the Company's providing evidence of a lien waiver in accordance with Utah code Annotated § 38-1a-802 in connection with such infrastructure costs, and other third-party fees necessary for the development of the Developer Improvements, and (ii) subject to the performance by the Company of each of the Company Commitments first, and also subject to Section 4 *below*, paying Annual Increment Payments resulting from tax increment generated by the Property, subject to the Maximum Reimbursement Amount (as defined below).

- b. *Maximum Reimbursement Amount.* The Agency will pay to the Company annually, an amount equal to Sixty-Two and One-Half Percent (62.5%) of all tax increment generated annually by, and actually received by the Agency from the Utah County Treasurer from the Property, up to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) per year (each such annual payment is referred to as an "Annual Increment Payment"), until the earlier of (i) twelve (12) years after the Agency determines to trigger the area within which the Developer Improvements are located and (ii) until the Agency has paid to the Company the total sum, excluding the Initial Payment, of Three Million Seven Hundred Forty-Six Thousand Two Hundred Fifty-Six and 00/100 Dollars (\$3,746,256.00) (the "Maximum Reimbursement Amount"). Agency agrees to trigger the area within which the Developer Improvements are located within one (1) year after issuance of temporary certificates of occupancy for the Developer Improvements. After the twelfth (12th) year of such Annual Increment Payments, no further Annual Increment Payments shall be paid under this Agreement regardless of whether or not the Company has received the Maximum Reimbursement Amount, and the Agency will be entitled to retain future tax increment generated by the Property for other Agency uses/obligations as permitted under the Plan and Act.
- c. *Clarification on Payments.* The Agency cannot start making Annual Increment Payments until it has indicated to Utah County that it is "triggering" the start of the collection of tax increment from the Property, and the Agency is entitled to collect such tax increment from the Property until the Plan has expired. Notwithstanding anything in this Agreement to the contrary, the Agency has no obligation to pay any more than the Maximum Reimbursement Amount.
- d. *Company Performance.* Notwithstanding anything in this Agreement to the contrary, until the Company has satisfied each of the Company Commitments, the Agency will have no obligation to pay any Annual Increment Payments; instead, the Agency will then be entitled to retain all tax increment generated from the Property for other legal and authorized purposes of the Agency.
- e. *Taxes - Condition Precedent.* Notwithstanding anything in this Agreement to the contrary, all obligations of the Agency to pay any Annual Increment Payments to the Company are conditional on the Company timely and properly paying all taxes assessed on or generated from the Property, including but not necessarily limited to real property, personal property, *ad valorem*, and sales taxes, to the appropriate taxing authorities. The Company reserves all, and does not waive or relinquish any, rights available at law or in equity to appeal or contest any taxes or assessments on the Property. The Company acknowledges that the Agency will not have any tax increment funds to pay to the Company if the Company does not first pay the taxes on the Property.

4. **Tax Increment Limitations.** Despite anything in this Agreement to the contrary, the Agency's obligation to pay any Annual Increment Payment to the Company is limited to paying the tax increment generated from the Property described in Exhibit A only and from no other property in the Project Area.

5. **Timing of Annual Incentive Payments.** Subject to Sections 2 and 3 *above*, the Agency will make the first Annual Increment Payment within thirty (30) days after the Agency receives from the Utah County Treasurer the tax increment payment for the calendar year in which the Property is assessed and first appears on the tax rolls for Utah County, and, subject to Section 3 *above*, the Agency will continue making the Annual Increment Payments each successive year within the same thirty-day period for eleven (11) consecutive years, resulting in a total of twelve (12) Annual Increment Payments. For informational purposes, the Agency typically receives tax increment payments from the Utah County Treasurer in March or April (for the preceding tax year), which means the Agency will likely pay the first Annual Increment Payment to the Company around April or May of the year following the calendar year during which the Company obtains the required temporary certificates of occupancy for the Developer Improvements, and then the successive payments in April or May of each succeeding year for eleven (11) years.

6. **Reservation of Reimbursement Rights.** Notwithstanding any provision in any present or future laws to the contrary, the Company reserves unto itself the right to all payments and reimbursements for items constructed within the Property or by the Company even if the Company sells any portion of the Property to a third-party. Any assignment of the right to receive payments and reimbursements under this Agreement must be in writing, signed by the Company, and approved by the Agency, and must include specific details regarding the right or amount of reimbursement transferred to a third party. In the event of a transfer of any reimbursement or payment right under this Agreement, both assignor and assignee must provide written notice to the Agency in accordance with this Agreement. Notwithstanding the foregoing, the Company shall not be entitled to retain reimbursements or payments under this Agreement that exceed the actual costs incurred by the Company.

7. **Agency Authority/Powers.** The Company acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from the City, for the purpose of, among other things, promoting the urban renewal, economic development and community development in the City. The Company acknowledges that the City is not a party to this Agreement and the City will not have any duties, liabilities or obligations under this Agreement. The Company understands that the Agency has no independent taxing power, and therefore the Agency's sole source of revenue is tax increment financing as provided under Utah law. If Utah law is amended or superseded by new law that has the effect of reducing or eliminating the amount of tax increment to be paid to the Agency, the Agency's obligation to pay Annual Increment Payments to the Company shall be accordingly reduced or eliminated. Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment, or make payments to the Company from tax increment as provided in this Agreement, or takes any other action which eliminates or reduces the amount of tax increment paid to the Agency, the Agency's obligation to make Annual Increment Payments to the Company shall be accordingly reduced or eliminated.

8. **Agreement Term/Breach/Termination.** Despite anything else in this Agreement to the contrary, this Agreement will terminate immediately and automatically upon payment of the final Annual Increment Payment as described in Section 3 *above*. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days to cure the breach, and if the breach is not timely cured, the non-breaching party may then terminate this Agreement by providing final notice to the breaching party; provided, however, if more than thirty (30) days shall be required because of the nature of the breach, so long as the breaching party shall commence to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party specifying the nature of such breach and the breaching party shall thereafter diligently prosecute the cure to completion, then the non-breaching party may not terminate this Agreement.

9. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail, registered or certified (or another commercially acceptable means requiring a return receipt), postage prepaid, addressed as follows:

If to Company: Fifty Mill, LLC
 9537 South 700 East
 Sandy UT, 84070
 Attn: Eric Towner

If to Agency: Vineyard Redevelopment Agency
 125 South Main Street
 Vineyard, UT 84059
 Attn: _____

Such communications may also be given by facsimile transmission or electronic mail, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.

10. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party may assign its rights or obligations under this Agreement without the advance written consent of the other party.

11. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Company and the Agency.

12. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state or federal court having jurisdiction in Utah County, Utah. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. Whenever herein the singular number is used, the same shall include

the plural where appropriate, and words of any gender shall include each other gender where appropriate.

13. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided, however, that such illegal, invalid or unenforceable provision does not relieve the Company from any obligation for Developer Improvements for which Agency has an obligation to reimburse the Company under the provisions of this Agreement.

14. **Integrated Agreement.** The Recitals, and all exhibits, schedules and attachments attached hereto, are incorporated and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. There are no other contracts or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly set forth in this Agreement.

15. **Further Assurances.** The parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

16. **Indemnification.** The Company shall indemnify, defend (with counsel of the indemnitee's choosing), and hold the Agency and the City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company (including its officers, directors, agents, employees, contractors, and consultants) upon or in connection with the Property or in connection in any way with this Agreement, except in each case to the extent arising out of the negligence, willful misconduct, illegal acts, bad faith or breach of this Agreement by the Agency or the City (including their respective officers, directors, agents, employees, contractors, and consultants).

17. **Third-Party Beneficiaries.** Except for the City which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no intended third-party beneficiaries.

18. **No Liability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

19. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Company, including, but not limited to, strikes, lock-outs, fire or other casualty, inclement weather abnormal for the period of time and not reasonably anticipatable, the elements or acts of God,

war, riot, insurrections or shortages of or unusual delays in the delivery of construction materials (which have been ordered in a timely manner) or other causes, other than financial and managerial, beyond the reasonable control of the Company, or its subcontractors of any tier, agents or employees.

20. **No Legal Relationships.** The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

21. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Property or Developer Improvements for the general public or for any public purpose whatsoever.

[End of Terms – Signature Page Follows]

THIS TAX INCREMENT PARTICIPATION AGREEMENT IS EXECUTED effective as of the day and year first above written, by:

COMPANY:

FIFTY MILL, LLC,
a Utah limited liability company

By: **400 MILL LLC,**
a Utah limited liability company, its Manager

By: 
Name: Steve Hutchings
Its: Manager

AGENCY:

VINEYARD REDEVELOPMENT AGENCY,
a political subdivision of the State of Utah


Board Chair

Attest:


Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9, THE YARD PLAT "B" SUBDIVISION according to the official plat thereof, recorded in Utah County, State of Utah.

EXHIBIT B

Description of Amenities Included in Golf Facility

The golf facility will be constructed with the same specification and amenities as presented to the RDA Board which include:

1. Golf hitting facility with two stories of hitting bays
2. Lounge areas
3. Full service dining facilities
4. Full service bar (subject to obtaining required DABC licenses, as described in § 2.b)
5. Corporate event/private party space
6. Patio concert space