



**SPECIAL SESSION
OF THE VINEYARD PLANNING COMMISSION,
Wednesday, June 22, 2022, at 6:00 p.m.**

PUBLIC NOTICE is hereby given that the Vineyard City Planning Commission will hold a regularly scheduled meeting at City Hall, 125 South Main Street, Vineyard, Utah. You can also view the meeting on our [live stream channel](#).

SPECIAL SESSION

CALL TO ORDER

1. INVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE

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

3. MINUTES REVIEW AND APPROVAL

4. BUSINESS ITEMS

4.1 Sign Standard Waiver: X Development is requesting a sign standard waiver regarding 2 multi-tenant and 2 single-tenant signs within the Yard Subdivision. The Planning Commission will take appropriate action.

5. PUBLIC HEARING

5.1 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment: X Development is requesting a Zoning Text Amendment and Zoning Map Amendment regarding their property located along Geneva Road, known as the Geneva Retail Frontage Subdivision. The applications propose a new zoning code and amends the current zoning map to create the Geneva Road Mixed Use Zone. The subject properties are approximately 11.3 acres in size. The Planning Commission will take appropriate action.

5.2 Holdaway Farms Development Agreement: Cadence Vineyard 400, LLC and Goodboro Vineyard Holdaway, LLC are requesting a development agreement between the applicants and Vineyard City. The development agreement is regarding the property known as Holdaway Farms. The property is located west of the current 400 South Main Street termination, Serial No. 18:021:0014, 18:021:0016, and 18:021:0015. The Planning Commission will take appropriate action.

6. WORK SESSION

7. TRAINING SESSION

8. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

9. ADJOURNMENT

The Public is invited to participate in all Planning Commission meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this public meeting should notify Cache Hancey, Planning Technician, at least 24 hours prior to the meeting by calling (801) 226-1929 or email at cacheh@vineyardutah.org.

The foregoing notice and agenda were posted on the Utah Public Notice Website and Vineyard

Website, posted at the Vineyard City Offices and City Hall, delivered electronically to city staff and each member of the planning commission.

AGENDA NOTICING COMPLETED ON: June 16, 2022

NOTICED BY: /s/ Cache Hancey

Cache Hancey, Planning Technician

Community Development

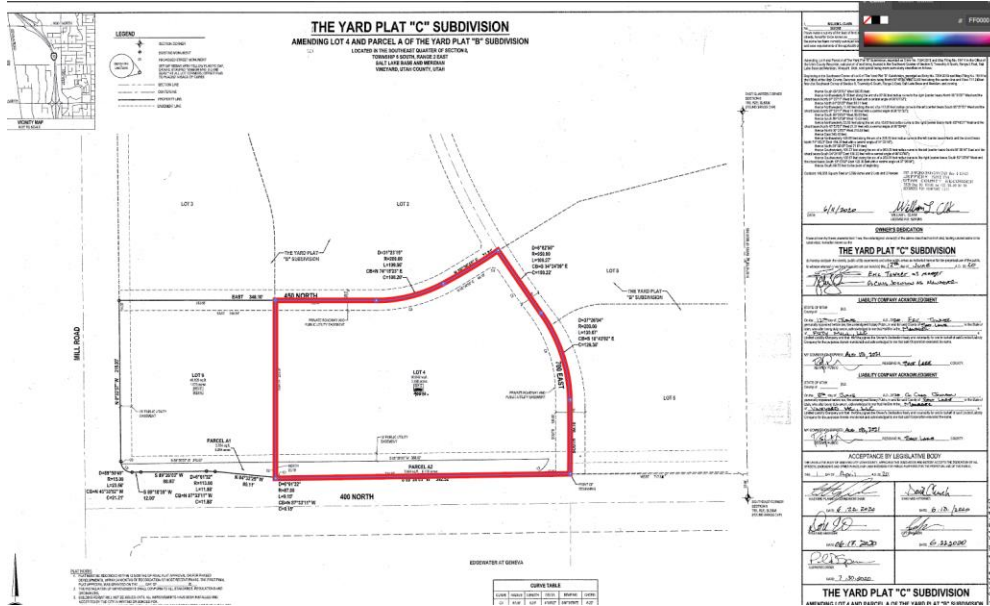
Date: June 22, 2022
From: Briam Amaya Perez, Planner II
To: Planning Commission
Item: The Yard A&B Multi-tenant and Single-tenant Signs and Sign Standard Waiver Application
Permit: PLAN22-0090 (CityInspect, within the Planning and Zoning Module)
Address: The Yard A, 600 N Mill Rd., Vineyard, Utah, 84059
Subdivision: This application affects both The Yard Plat 'A' Subdivision, and The Yard Plat 'B' Subdivision
Applicant: Eric Shinsato, with Allied Electrical Sign and Awning
Owner: Fifty Mill LLC (XDevelopment, Eric Towner and Steve Hutchings)



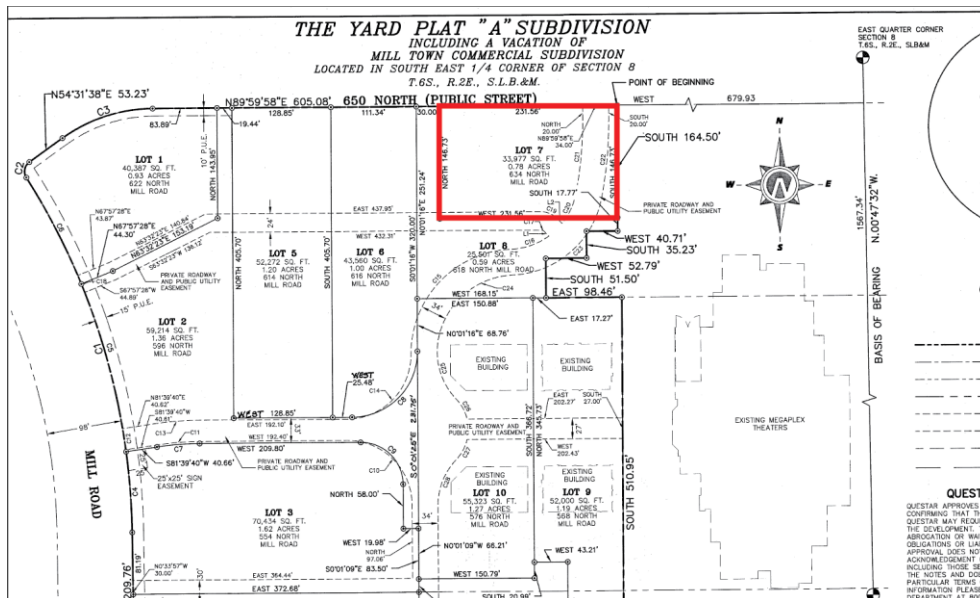
ANALYSIS

The applicant, Eric Shinsato, with Allied Electrical Sign and Awning, is proposing to install two (2) additional multi-tenant monument signs and two (2) additional single tenant monument signs throughout The Yard A&B Subdivisions. There is an existing monument sign at 554 N Mill Rd. The Zoning Code allows Master Developments with 800 FT or more street frontage to install 1 sign per every 400 feet of frontage. The applicant has provided a site plan that presents the total street frontage along the property that determines the number of total multi-tenant monument signs the property owner is allowed to install. The total street frontage measures 3,652.5 FT. In locations where that frontage is

interrupted by other property owners, the applicant was asked to present letters of permission from the property owners in question that would allow the applicant to count that frontage towards the total calculation and allow the installation of the sign on their property. The applicant successfully satisfied the request and provided letters of permission (attached to staff report) from Mr. Chas Johnson (owner of Lot 4 of The Yard Plat C Subdivision) and Mr. Daren Green (owner of Lot 7 at The Yard Plat A). Please see images below that show the locations of the properties being discussed:



(Mr. Chas Johnson Property, Lot 4 of The Yard Plat C Subdivision)



(Mr. Daren Green Property, Lot 7 of The Yard A Subdivision)

Additionally, this sign application also requires a sign standard waiver. The two (2) proposed multi-tenant monument signs measure 18 FT in height. Vineyard Zoning Code (VZC) 15.48.070 'Sign Standard

Table' allows multi-tenant monument signs within the Regional Mixed Use (RMU) Zoning District to measure a maximum height of fifteen (15) feet in height. VZC 15.48.040(4) 'Sign Standard Waiver' states, "In no event shall a Sign Standard Waiver contain a freestanding sign that exceeds by more than twenty feet (20') for multi-tenant signs and ten feet (10') for single tenant signs." Therefore, the Planning Commission may approve the height of the applicant's multi-tenant monument signs per the criteria stipulated above. Moreover, the applicant has proposed halo lit logos and halo lit channel letters upon the multi-tenant monument signs (not the single-tenant monument signs). VZC 15.48.040(11)(c) 'Sign Illumination' states, "A halo effect is not allowed except through a Sign Standard Waiver." In summary, the Planning Commission will consider approval of both the height and the halo effects of the multi-tenant monument signs as part of the Sign Standard Waiver Application.

DESIGN

The proposed internally lit multi-tenant monument signs measure 80 SF in size, while the internally lit single-tenant monument signs measure 36.6 SF in size. In terms of design, the signs being proposed are aesthetically pleasing and match the feel and aesthetic of surrounding development. Both sign types have a sleek, elegant, and modern aesthetic. The main sign bodies will be constructed of aluminum and will house the LED illumination within vinyl boxes. Furthermore, all power supplies are housed and concealed within the sign cabinet. All side accents, caps, and letterings are also constructed of aluminum. Lastly, the monument signs will sit above "Trinity-White" stone bases made of Honed Bloc, which is waterproof and allows the natural aggregates of the material to shine through.

STAFF RECOMMENDATION

Staff recommends approval of the Sign Application and Sign Standard Waiver Application.

CONDITIONS

1. The applicant pays any outstanding fees and makes any redline corrections.
2. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

"I move to approve the sign application and sign standard waiver application as requested by Eric Shinsato, with Allied Electrical Sign and Awning with the proposed conditions."

ATTACHMENTS

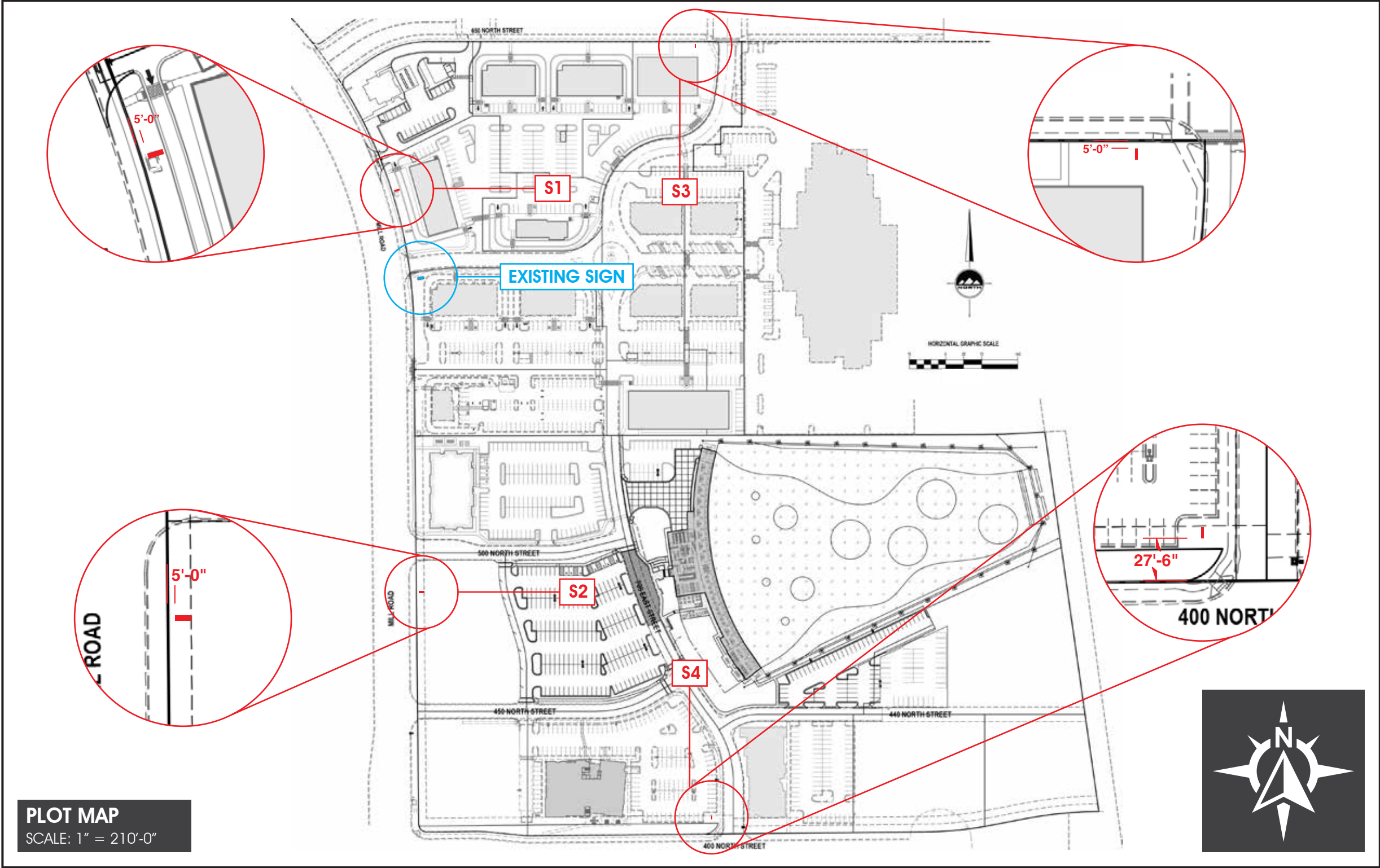
Sign Plan (acts as Site Plan and provides street frontage calculations; also indicates the number of proposed signs and their locations)

Plot Map (similar to Sign Plan)

Final elevations/details, in color (show the dimensions, materials, colors, design, method of illumination, and landscaping for all proposed freestanding signs)

Letter of Permission

PLOT MAP



DESIGN LEGEND

- S1:** INTERNALLY LIT D/S MONUMENT SIGN
- 18'-0" x 10'-6" OVERALL
- S2:** INTERNALLY LIT D/S MONUMENT SIGN
- 18'-0" x 10'-6" OVERALL
- S3:** INTERNALLY LIT D/S MONUMENT SIGN
- 6'-0" x 7'-4" OVERALL
- S4:** INTERNALLY LIT D/S MONUMENT SIGN
- 6'-0" x 7'-4" OVERALL



CLIENT: The Yard - Top Golf
ADDRESS: 600 Mill Rd.
Vineyard, UT 84058
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 08 (Permit)

SALES APPROVAL:
Designer: Jocelyn
Sales: Cindy Baker
801.230.8674

DATE: 03/25/22

SURVEY
NAME & DATE
PERMIT
DATE

CUSTOMER APPROVAL	NAME	DATE	INITIAL
LANDLORD APPROVAL	NAME	DATE	INITIAL

MONUMENT
INTERNALLY LIT D/S MONUMENT SIGN

ALLIED TO MANUFACTURE & INSTALL
QTY (2) INTERNALLY LIT D/S MONUMENT SIGN

- 1 MAIN SIGN BODY:
- A FACES: .090 Aluminum Painted P1
 - B RETURNS: .063 Aluminum Painted P1
 - C ILLUMINATION: White LED's
 - D POWER SUPPLIES: Housed in Cabinet
 - E CAPS: Aluminum Painted P4
 - F SIDE ACCENT: All Aluminum Construction, Painted P3
 - G MASONRY BASE: 8" x 16" Honed Bloc - Trinity White
(Purchase from SunBloc 6 Weeks Lead Time)

- 2 FRONT / HALO LIT LOGO SHAPE:
- A FACE: .090 Aluminum Painted P2
Routed & Backed w. 3/16" Trans White Plex
1/2" Clear Plex Applied Thru Face
 - B VINYL: Vinyl to Match V1
 - C RETURNS: 3" .040 Aluminum Painted P2
 - D BACKS: .063 Aluminum Stock Color
 - E ILLUMINATION: White LED's
 - F MOUNTING: to Main Sign Body on 2" Standoffs

- 3 D/S TENANT CABINET SIGNS:
- A FACES: 3/16" Trans White Plex w. Applied Vinyl
 - B RETAINERS: 2" .063 Aluminum Painted P1
 - C RETURNS: .063 Aluminum Painted P1
 - D ILLUMINATION: White LED's

- 4 HALO LIT CHANNEL LETTERS:
- A FACES: .063 Aluminum Painted P1
 - B RETURNS: 3" .040 Aluminum Painted P1
 - C BACKS: 3/16" Clear Lexan
 - D ILLUMINATION: White LED's
 - E MOUNTING: on 2" Standoffs

- Visible Disconnect Switch at Sign
- 120V Service Supplied by Others

POWER REQUIREMENTS:
PROVIDED BY OTHERS
(1) 20 AMP Circuit / 120 Volts

PAINT SCHEDULE:

SCREEN & PRINT COLORS MAY VARY

P1: Valspar S4536, Semi Gloss

P2: White, Semi Gloss

P3: Valspar S4842, Semi Gloss

P4: Black, Semi Gloss

VINYL SCHEDULE:

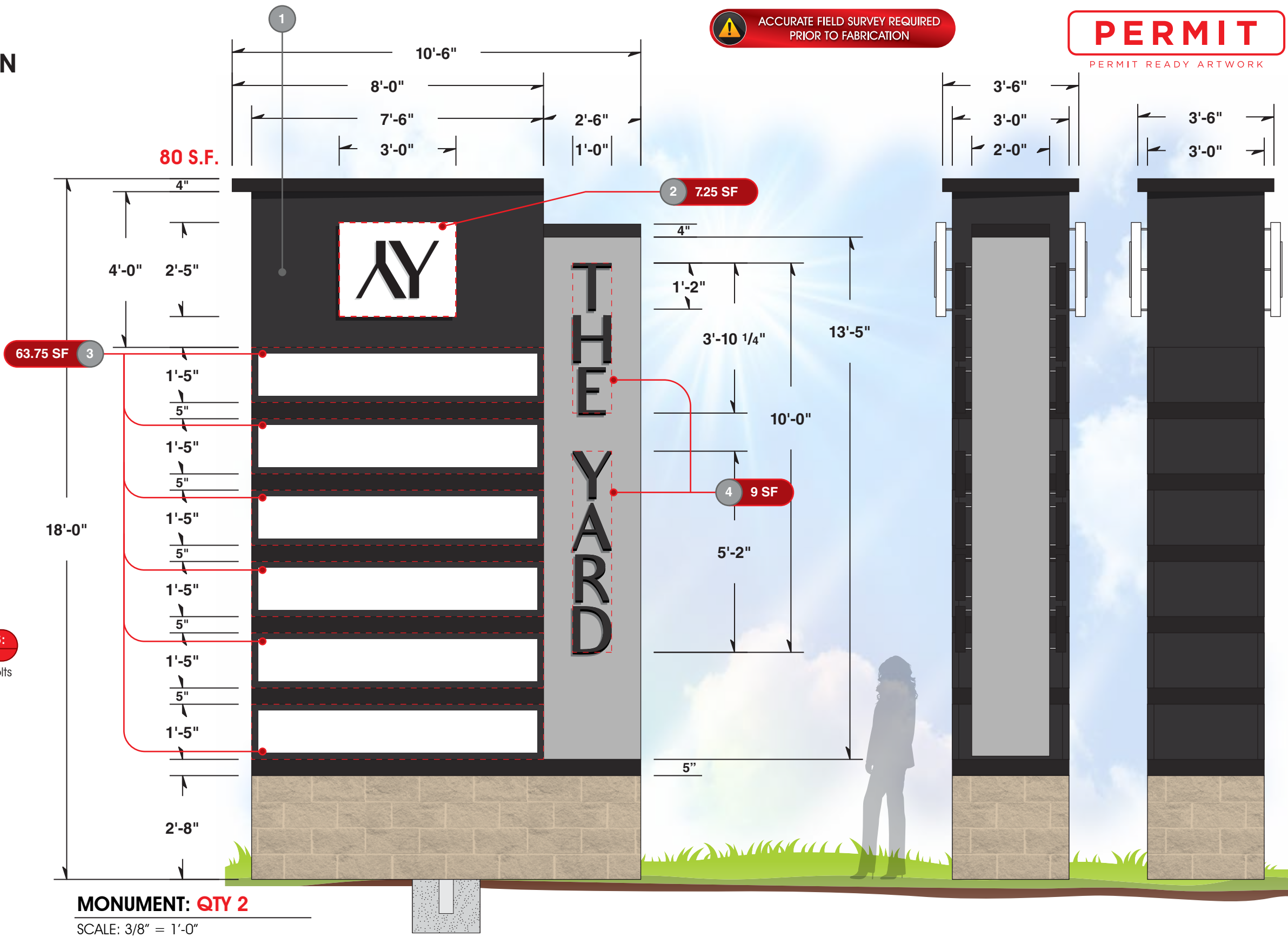
SCREEN & PRINT COLORS MAY VARY

V1: Opaque Black 220-12

ACCURATE FIELD SURVEY REQUIRED
PRIOR TO FABRICATION

PERMIT

PERMIT READY ARTWORK



MONUMENT: QTY 2

SCALE: 3/8" = 1'-0"



CLIENT: The Yard - Top Golf
ADDRESS: 600 Mill Rd.
Vineyard, UT 84058
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 08 (Permit)

SALES APPROVAL:
Designer: Jocelyn
Sales: Cindy Baker
801.230.8674

DATE: 03/25/22

SURVEY
NAME & DATE
PERMIT
DATE

CUSTOMER
APPROVAL
NAME
DATE
LANDLORD
APPROVAL
NAME
DATE

DATE
INITIAL
DATE
INITIAL

MONUMENT - LOW PROFILE
INTERNALLY LIT D/S MONUMENT SIGNS

ALLIED TO MANUFACTURE & INSTALL
QTY (2) INTERNALLY LIT D/S MONUMENT SIGNS

- A** **FACES:** 3/16" Trans White Plex w. Applied Vinyl
 - VINYL:** Vinyl to Match V1 for Divider Lines & V2 for "TOP GOLF"
- B** **RETAINERS:** 2" .063 Aluminum Painted P1
- C** **RETURNS:** .063 Aluminum Painted P1
- D** **ILLUMINATION:** White LED's
- E** **POWER SUPPLY:** Housed in Sign Cabinet
- F** **CAPS:** Aluminum Painted P3
- G** **SIDE ACCENT:** All Aluminum Construction, Painted P2
 - LETTERS:** 1/4" Aluminum Painted P3, Mounted on 1/2" Standoffs
- H** **BASE:** 8" x 16" Honed Bloc - Trinity White
(Purchase from SunBloc 6 Weeks Lead Time)

- Support & Footing TBD
- Visible Disconnect Switch at Sign
- 120V Service Supplied by Others
- **ELECTRICAL GROUNDED TO PIPE SUPPORT**

PAINT SCHEDULE:
SCREEN & PRINT COLORS MAY VARY

P1:

Valspar S4536, Semi Gloss

P2:

Valspar S4842, Semi Gloss

P3:

Black, Semi Gloss

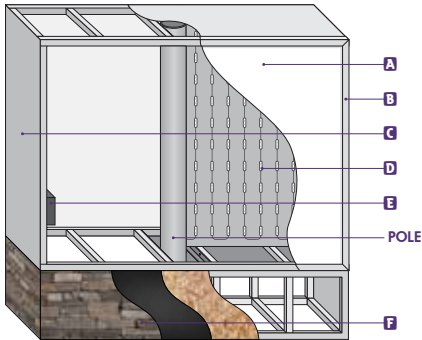
VINYL SCHEDULE:
SCREEN & PRINT COLORS MAY VARY

V1:

Opaque Black 220-12

V2:

Translucent Blue 230-167

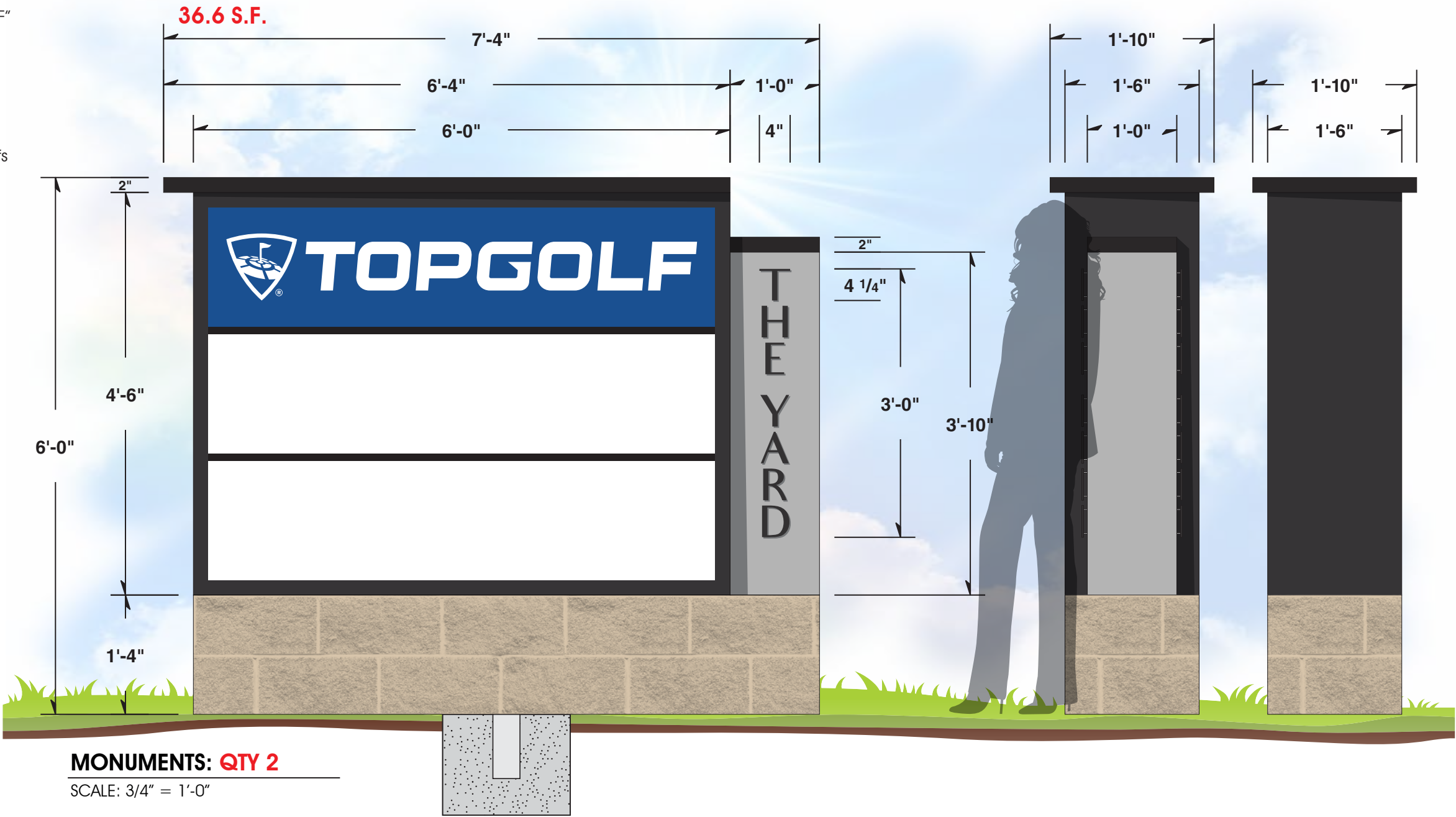


SIDE DETAIL - INTERNALLY LIT D/S MONUMENT SIGN
Not to Scale

⚠ ACCURATE FIELD SURVEY REQUIRED
PRIOR TO FABRICATION

POWER REQUIREMENTS:
PROVIDED BY OTHERS
(1) 20 AMP Circuit / 120 Volts

PERMIT
PERMIT READY ARTWORK



Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: LIC00247443 • Idaho: RCE-29969 • Wyoming: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLIED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE PREPRODUCED, COPIED OR EXHIBITED.



CLIENT: The Yard - Top Golf
ADDRESS: 600 Mill Rd.
Vineyard, UT 84058
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 08 (Permit)

SALES APPROVAL:
Designer: Jocelyn
Sales: Cindy Baker
801.230.8674

DATE: 03/25/22

SURVEY
NAME & DATE
PERMIT
DATE

CUSTOMER
APPROVAL
NAME
LANDLORD
APPROVAL
NAME

DATE
INITIAL
DATE
INITIAL

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LOCATIONS: HQ SALT LAKE CITY: 1920 S. 900 W. SLC, UT • OGDEN: 2924 PENNSYLVANIA AVE. UNIT 70, OGDEN, UT 84401 • UTAH COUNTY: 1852 N. PARKWAY COURT, SPRINGVILLE, UT 84663 • LAS VEGAS: 6845 SPEEDWAY BLVD. #K103, LAS VEGAS, NV 89115

NIGHT VIEW
INTERNALLY LIT D/S MONUMENT SIGN

PERMIT
PERMIT READY ARTWORK



D/S MONUMENT: SCALE: 3/8" = 1'-0"

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BACKED BY OUR
5 YEAR L.E.D
WARRANTY

CLIENT: The Yard - Top Golf
ADDRESS: 600 Mill Rd.
Vineyard, UT 84058
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 08 (Permit)

SALES APPROVAL:
Designer: Jocelyn
Sales: Cindy Baker
801.230.8674

DATE: 03/25/22

SURVEY NAME & DATE	CUSTOMER APPROVAL NAME	DATE	INITIAL
PERMIT DATE	LANDLORD APPROVAL NAME	DATE	INITIAL

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NIGHT VIEW
INTERNALLY LIT D/S MONUMENT SIGN

PERMIT
PERMIT READY ARTWORK



D/S MONUMENT: SCALE: 3/4" = 1'-0"

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CLIENT: The Yard - Top Golf		SALES APPROVAL:		SURVEY		CUSTOMER APPROVAL			
ADDRESS: 600 Mill Rd.		Designer: Jocelyn		NAME & DATE		NAME		DATE	INITIAL
Vineyard, UT 84058		Sales: Cindy Baker		PERMIT		LANDLORD APPROVAL			
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 08 (Permit)		DATE: 03/25/22		DATE		NAME		DATE	INITIAL
		801.230.8674							

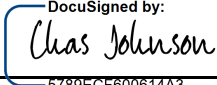


Permission Letter for Sign Permits and Installation

To Whom It May Concern:

I, **Chas Johnson**, hereby grant permission for **X Development** to file for and obtain a sign permit and install said sign for my property located at **The Yard Plat C Subdivision Lot 4** per the sign rendering/plan attached. I also give X Development permission to include my property's frontage in their calculation for total frontage, in consideration for their signage along 650 North, Mill Road, and 400 North.

Vineyard HC, LLC

By  6/7/2022
Name: Chas Johnson
Title: Manager

INTERNALLY LIT D/S MONUMENT SIGN

- ALLIED TO MANUFACTURE & INSTALL
QTY (1) INTERNALLY LIT D/S MONUMENT SIGN
- MAIN SIGN BODY:
- FACES: .060 Aluminum Painted P1
 - RETURN: .063 Aluminum Painted P1
 - ILLUMINATION: White LED's
 - POWER SUPPLIES: Housed in Cabinet
 - CAPS: Aluminum Painted P4
 - SIDE ACCENT: All Aluminum Construction, Painted P3
 - MASONRY BASE: 5' x 16' Honed Bloc - Tinted White
- FRONT / HALO UT LOGO SHAPE:
- FACES: .060 Aluminum Painted P2
 - RETURN: .063 Aluminum Painted P2
 - ILLUMINATION: White LED's
 - POWER SUPPLIES: Housed in Cabinet
 - CAPS: Aluminum Painted P4
 - SIDE ACCENT: All Aluminum Construction, Painted P3
 - MASONRY BASE: 5' x 16' Honed Bloc - Tinted White
- D/S TENANT CABINET SIGNS:
- FACES: 3/16" Tons White Plex w/ Applied Vinyl
 - RETURN: 3/16" Tons White Plex w/ Applied Vinyl
 - ILLUMINATION: White LED's
 - POWER SUPPLIES: Housed in Cabinet
 - CAPS: Aluminum Painted P4
 - SIDE ACCENT: All Aluminum Construction, Painted P3
 - MASONRY BASE: 5' x 16' Honed Bloc - Tinted White
- HALO UT CHANNEL LETTERS:
- FACES: .063 Aluminum Painted P1
 - RETURN: .063 Aluminum Painted P1
 - ILLUMINATION: White LED's
 - POWER SUPPLIES: Housed in Cabinet
 - CAPS: Aluminum Painted P4
 - SIDE ACCENT: All Aluminum Construction, Painted P3
 - MASONRY BASE: 5' x 16' Honed Bloc - Tinted White
- Voltage Disconnect Switch at Sign
• 120V Service Supplied by Others

PAINT SCHEDULE:

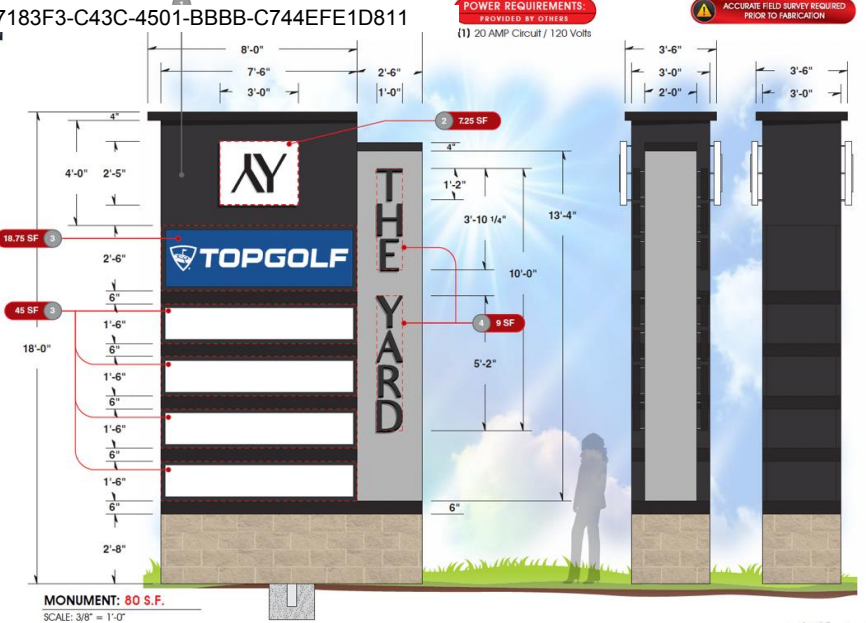
COLOUR MATCHING MAY VARY

P1: Topcoat 54843, Semi Gloss
P2: White, Semi Gloss
P3: Topcoat 54843, Semi Gloss
P4: Black, Semi Gloss

VINYL SCHEDULE:

COLOUR MATCHING MAY VARY

V1: Opague Black 1000
V2: Translucent Blue 1000



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ALLIED ELECTRIC SIGN & AWARING

CLIENT: The Yard - Top Golf
ADDRESS: 400 Mill Rd.
Vineyard, UT 84058
FILE NAME: The Yard - Top Golf (Vineyard) - Monument Sign 07

SALES APPROVAL:
Designer: Jocelyn
Sales: Cindy Baker
DATE: 03/01/22

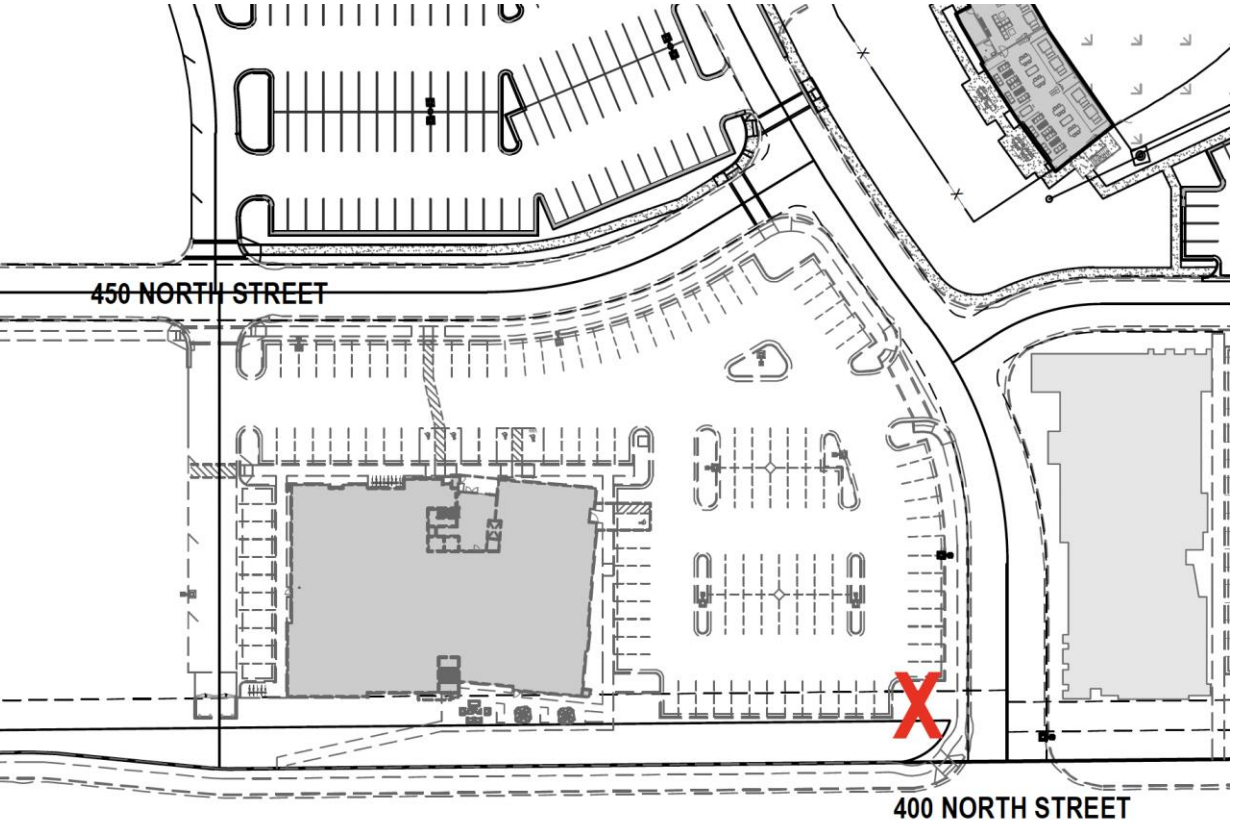
SURVEY
NAME & DATE
PERMIT

CUSTOMER APPROVAL
NAME
DATE

LANDLORD APPROVAL
NAME
DATE

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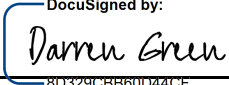


Permission Letter for Sign Permits and Installation

To Whom It May Concern:

I, **Darren Green** hereby grant permission for **X Development** to file for and obtain a sign permit and install said sign for my property located at **The Yard Plat A Subdivision Lot 7** per the sign rendering/plan attached. I also give X Development permission to include my property's frontage in their calculation for total frontage, in consideration for their signage along 650 North, Mill Road, and 400 North.

DMGreen, Inc.

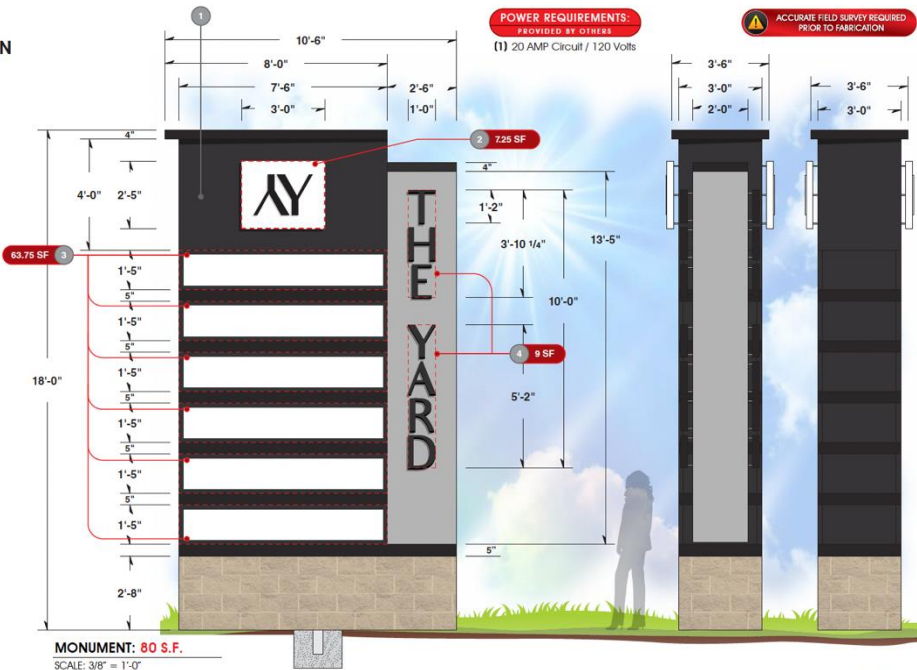
By  DocuSigned by: 6/7/2022
Name: 8D329CBB60D44CF... Darren Green
Title: Buyer

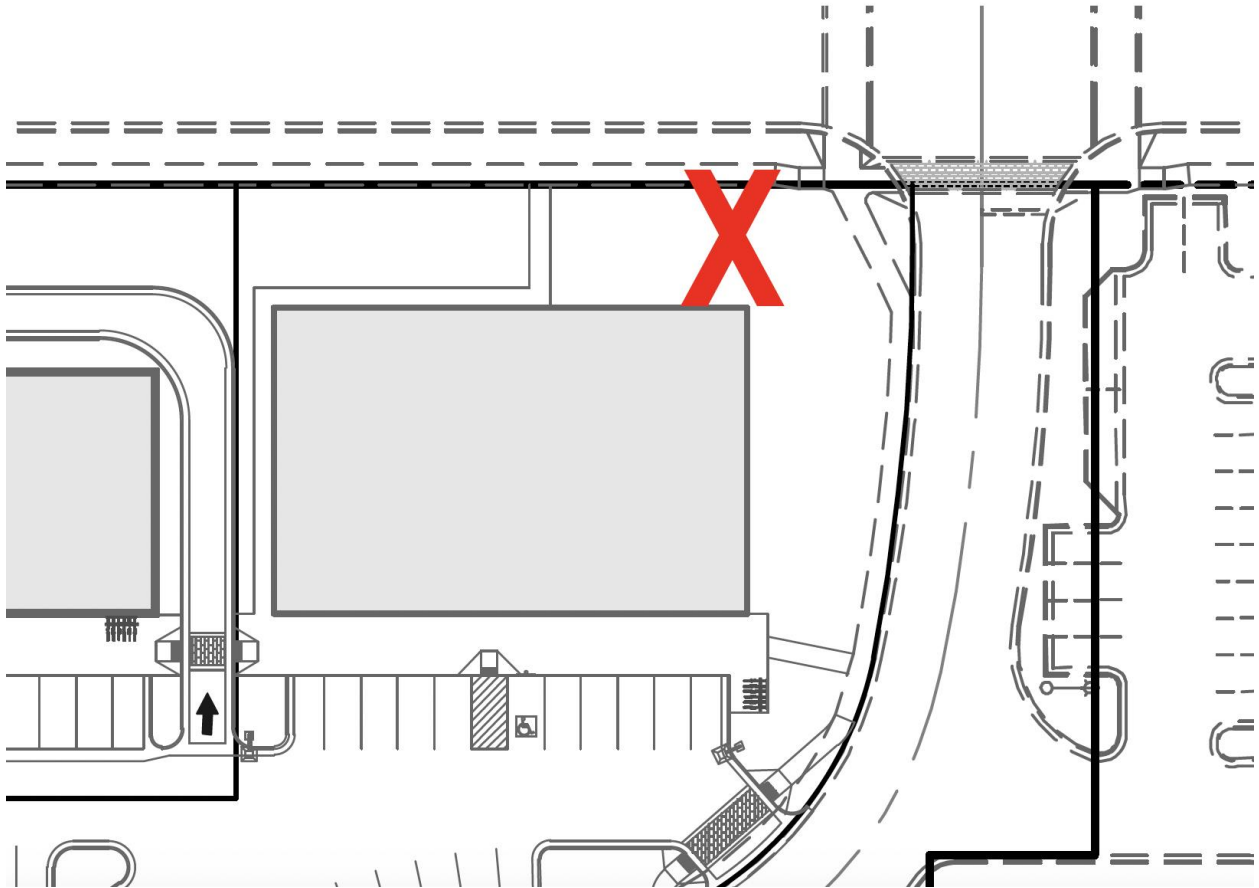
MONUMENT - OPTION 1
INTERNALLY LIT D/S MONUMENT SIGN
QTY (1) INTERNALLY LIT D/S MONUMENT SIGN

- 1 MAIN SIGN BODY:
- A FACES: .090 Aluminum Painted P1
 - D RETURNS: .063 Aluminum Painted P1
 - E ILLUMINATION: White LED's
 - F POWER SUPPLIES: Housed in Cabinet
 - G CAPS: Aluminum Painted P4
 - H SIDE ACCENT: All Aluminum Construction, Painted P3
 - I MASONRY BASE: 8" x 16" Honed Bloc - Trinitly White
(Purchase from SunBloc 6 Weeks Lead Time)
- 2 FRONT / HALO LT LOGO SHAPE:
- A FACE: .090 Aluminum Painted P2
Routed & Backed w. 3/16" Trinitly White Plex
1/2" Clear Plex Applied thru Face
 - B VINYL: Vinyl to Match V1
 - C RETURNS: 3" .040 Aluminum Painted P2
 - D BACKS: .063 Aluminum Stock Color
 - E ILLUMINATION: White LED's
 - F MOUNTING: to Main Sign Body on 2" Standoffs
- 3 D/S TENANT CABINET SIGNS:
- A FACES: 3/16" Trinitly White Plex w. Applied Vinyl
 - B RETAINERS: 2" .063 Aluminum Painted P1
 - C RETURNS: .063 Aluminum Painted P1
 - D ILLUMINATION: White LED's
 - E HALO LT CHANNEL LETTERS:
 - F FACES: .063 Aluminum Painted P1
 - G RETURNS: 3" .040 Aluminum Painted P1
 - H BACKS: 3/16" Clear Lexan
 - I ILLUMINATION: White LED's
 - J MOUNTING: on 2" Standoffs

- Visible Disconnect Switch at Sign
- 120V Service Supplied by Others

PAINT SCHEDULE:	
SCHEDULE & FINISHES MAY VARY	
P1:	Valspar 54536, Semi Gloss
P2:	White, Semi Gloss
P3:	Valspar 54842, Semi Gloss
P4:	Black, Semi Gloss
VINYL SCHEDULE:	
SCHEDULE & FINISHES MAY VARY	
V1:	Opaque Black 3000







Know what's below.
Call before you dig.

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



THE STANDARD IN ENGINEERING

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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:
SAJE DEVELOPMENT
9537 S. 700 E.
SANDY, UT 84070

CONTACT:
ERIC TOWNER
PHONE: 801-598-5250

MILL TOWN COMMERCIAL YARD A

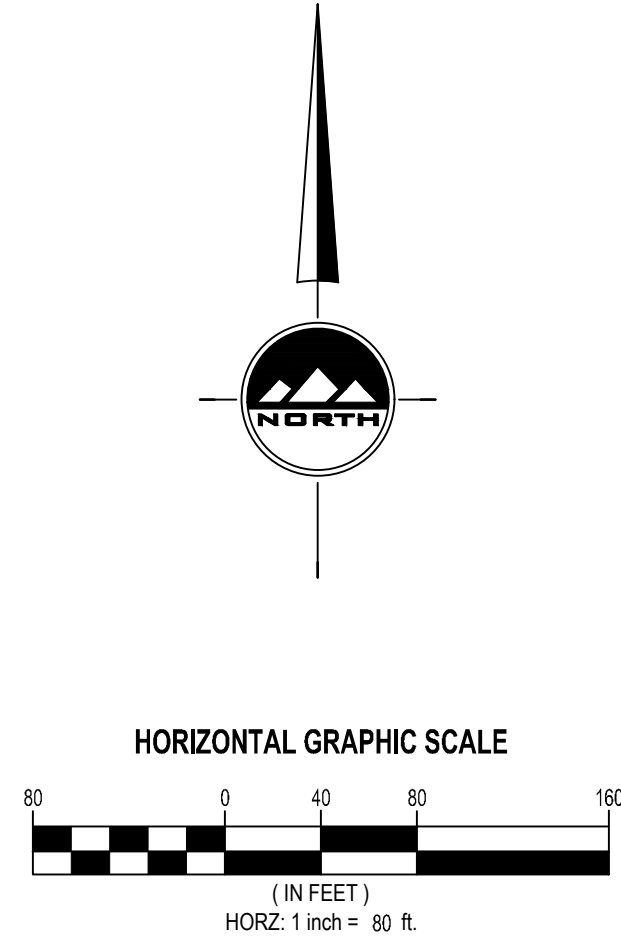
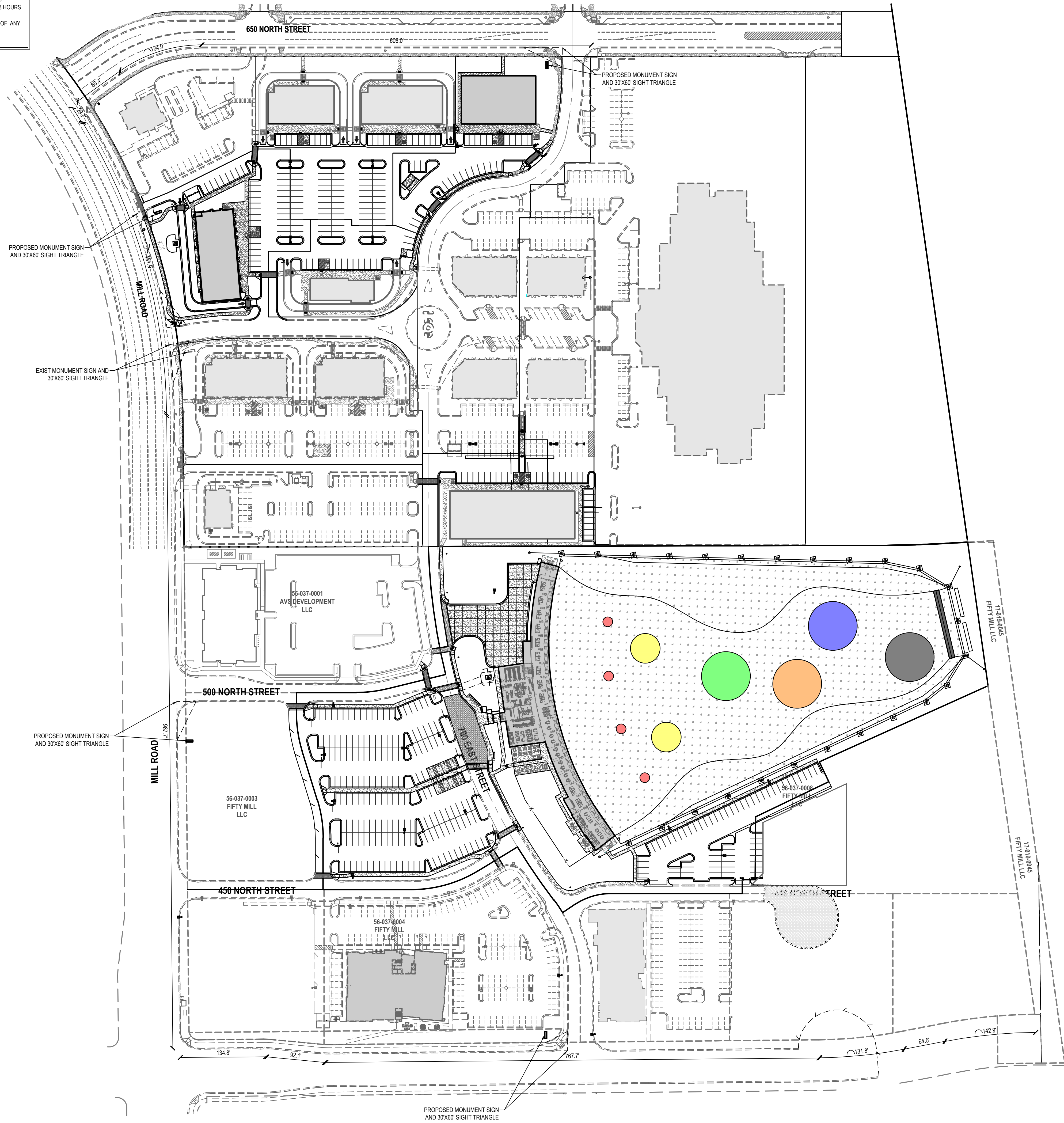
586 EAST MILL ROAD
VINEYARD, UTAH

NO.	DATE	REVISION	BY
1	4-26-2022	2022 PLAN REVISIONS	CITY.COM BOM
2			
3			
4			
5			
6			
7			
8			

SIGN PLAN

PROJECT NUMBER 6439H	PRINT DATE 5/3/22
DRAWN BY I. MAERKI	CHECKED BY B. MORRIS
PROJECT MANAGER B. MORRIS	

EX-100





X Development is pleased to report the continued success of the development of The Yard. We are eager to see this trend continue. The site currently contains one pylon sign. That sign received a standard waiver for 3 additional feet of height and 20 square feet of additional sign area. We desire to complete the intended pylon sign buildout at this time. In order to maintain consistency in visibility, we are asking the planning commission to approve a waiver to the height standard for four new pylon signs. The current standard allows for a maximum height of 15 feet, but also allows for a request to be made to increase the sign height up to an additional 5 feet. Sign area increases are no longer allowed.

We would like to request an additional 3 feet of height for four of our new pylon signs for a total height of 18 feet. We make this request in an attempt to achieve uniformity with an existing 18-foot pylon sign on our project. We hope that by achieving this uniformity, we can create a logical sign package that satisfies the needs of our tenants and clients while not overburdening the city allowance.

Our goal is to work closely with the City's planning department to ensure that we can create a development that best suits the wishes of the City and community. We welcome your feedback on our proposal and are willing to incorporate changes that you may see fit.



Community Development

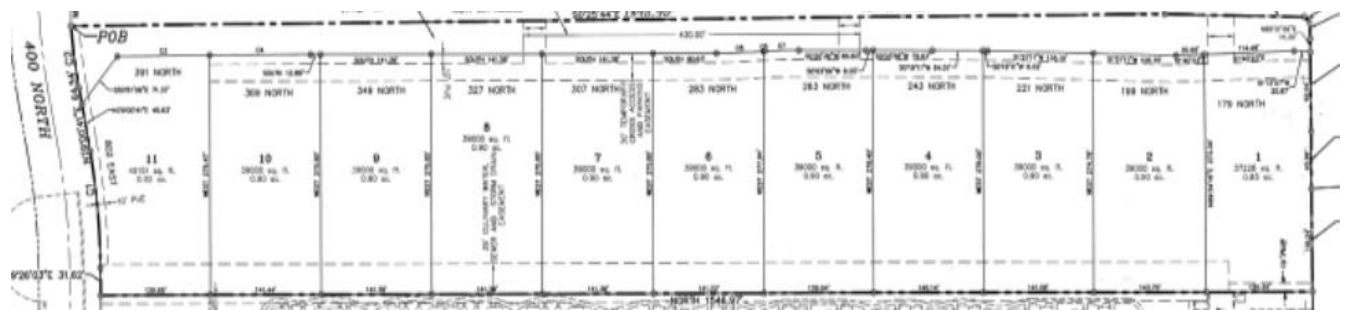
Date: June 22, 2022
From: Morgan Brim, Community Development Director
To: Planning Commission
Item: Public Hearing and Consideration of proposed Zoning Text Amendment and Zoning Map Amendment of new Geneva Road Mixed Use District
Applicant: Jason Boal, Urban Planner with Snell & Wilmer representing X Development
Location: Bounded by: 400 N. (North), Geneva Road (East), Edge Water Townhome Community (West), and former Parish Chemical Site (South)

BACKGROUND:

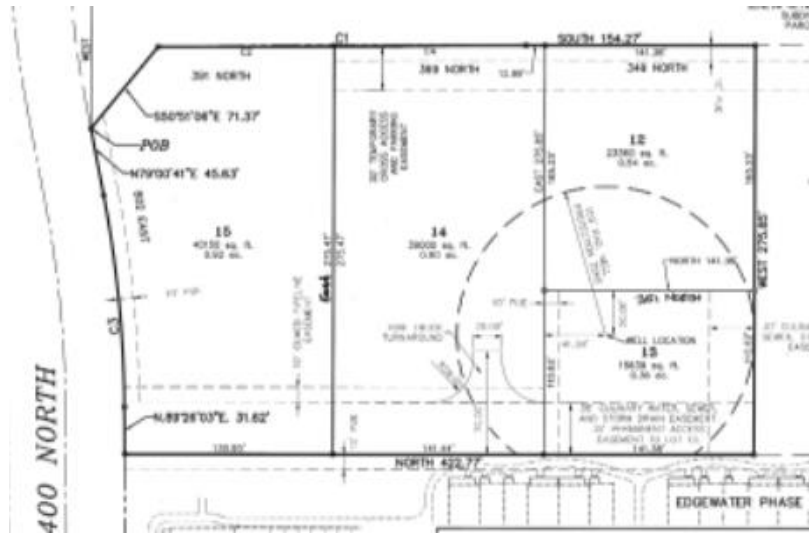
The subject property consists of two recorded commercial subdivision plats, Geneva Retail Frontage Subdivision consisting of 11 lots recorded in 2018 and an amended plat to lots 9, 10, and 11 titled Geneva Retail Frontage Subdivision Plat B. The amended plat recorded in 2021 for purposes of splitting lot 9 into two lots, an east and west split and retitled these as lots 12 (east) and 13 (west). Lot 13 was sold to Central Utah Water Conservancy District (CUWCD) for a new well site. During the drilling of the well, CUWCD found the water quality to be underperforming and is evaluating the possibility of bringing the quality levels to meet standards. At this point it is unclear how this property will be utilized. The applicant has indicated a desire to incorporate this lot into their concept should CUWCD be willing to sell. Lots 10 and 11 from the 2018 plat were retitled as lots 14 and 15 under the amended 2021 plat.

Lot 1 is the only site that has been developed and houses O'Reilly Auto Parts retail establishment and is owned by Monica Properties LLC. During the work session in May, it was noted the property owner would need to provide a letter of authorization from the owner to be incorporated into the proposed district. Staff did not receive authorization resulting in the property's removal from the proposal. CUWCD has authorized their property to be included in the rezoning effort. Additionally, Parcel A of the plat is for the future expansion of Geneva Road and will not be included in this application. The GRMU District includes all properties of the original plat other than lot one. The overall property size is approximately nine acres and currently zoned Regional Mixed Use (RMU).

2018 Plat:



2021 Amended Plat:



ANALYSIS:

The applicant would like to add auto-oriented uses for servicing and repair on the south portion of the property adjacent to O'Reilly's Auto Parts. The RMU District allows car washes through a conditional use permit and prohibits auto uses like vehicle/equipment repair, sales, and rentals. The RMU District limited residential uses in 2009. In 2021, X Development applied for a zoning text amendment to allow for an increase of up to 2,350 units through approval of a development agreement which is currently being utilized in a mixed-use development on the north side of 400 North across from this subject property.

The GRMU, as proposed, allows for a residential density of 26 units per acre. The Planning Commission indicated stand-alone residential should not be allowed which has been changed in the updated draft. The applicant also removed the provision allowing up to 85 units per acre but does allow for a residential density increase through a development agreement.

Auto uses like carwashes and minor repair are permitted, and vehicle and equipment rental and sales are conditional uses. Major vehicle and equipment repair are not permitted in this proposal. The majority of other uses pattern allowances provided in the RMU District. Street cross sections are provided for a proposed frontage retail road and street treatment of the Geneva Road corridor. Development standards and guidelines are proposed for architectural treatments, dimensional standards, heights, non-residential intensity, compatibility requirements, mixed use requirements, open space, parking, landscaping, block structure, ground floor activation, and building orientation.

The applicant has updated their proposal to include development standards for auto-oriented uses. The Planning Commission may want to consider the inclusion of a noise study to determine setback increases for blowers and vacuums of carwashes. Carwash and auto service uses will be limited in their hours of operation from 7am-9pm.

The follow items are being addressed between the applicant and staff:

- Need development standards for impactful uses like carwashes and other auto oriented uses:
 - Blowers and vacuums should be placed a certain distance from property line of residential, limitations on outdoor storage.
 - Concerned with auto uses that later inhabit lots – future aesthetic look of Geneva Road.
 - Lighting should be directed into the site and downcast.
- Need exhibit clarifying location of uses – Top four lots should be mixed use and brought up to the street with streetscape details.
- Parking and access drives of the top four lots should be rear located behind the MU buildings.
- Parking can be oriented as needed on the south lots.
- Residential uses within the GRMU need to be considered. Council members have expressed concerns with adding more units to this area.
- The preference is for a mixed-use office environment on the north end of the district to contain a similar urban wall and architectural feel as the development occurring on the north side of 400 North. This mixed-use make-up would consist of office, professional uses and services mingled with ground floor retail fronting 400 North and Geneva Road.
- Add a gateway feature/detail emphasizing this entrance to the city; must add visual interest and attractiveness to the subdivision.

GENERAL PLAN:

General Plan Analysis		
	Goals	Comments
Heritage + Cultural Resources	Enhance and promote the City's historical character to increase visitation and commerce throughout the City and to help all residents and visitors appreciate and connect with the past.	Not present in current proposal.
	Encourage developers to incorporate architectural features that underscore and celebrate the City's rich heritage and history.	The Design Intent section speaks to the character of the development as familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.
Land Use	Enhance Vineyard's identity as a community with a high standard of living, a diverse economy, and rich mixture of housing and recreation opportunities.	The district will allow for a wide range of retail, housing and auto-oriented uses. These are services needed by the community and will add employment opportunities.
	Encourage a pattern of growth that reflects the City's ability to efficiently provide necessary services and anticipates the resource needs of future generations.	The city is promoting services and shopping accessible by walkability. The project provides close access to several thousand residents within a 10-minute walking shed.

	Provide an adequate supply of public and private parking options in Vineyard.	Application states the planner will set parking minimums. Staff is concerned with this standard and believes it is too broad. Concrete standards need to be provided or parking requirements should mirror the off-street parking ordinance.
Open Space	Increase the amount of publicly accessed open spaces provided throughout Vineyard.	Private amenities will consist of 15% of residential areas. A minimum of 10% of the site area of the non-residential development will be set aside for open space and include areas like plazas, and outdoor seating. An open space concept has not been provided.
	Enhance, improve and connect existing bicycle and pedestrian trail network throughout the city and to the regional trail network.	Building standards provide for awnings and overhead cover to protect pedestrians from the elements on sidewalks adjacent to building facades. Trail corridors are not highlighted in the ordinance.
Economic Development	Establish criteria and methodology for reviewing, evaluating and updating City incentives to attract new businesses.	The project incentivizes mixed use-retail business by opening up auto-oriented uses.
	Ensure the City's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.	The proposal provides allowances for significant retail space.
	Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.	The mixed-use function of the district is strategic in its location to encourage greater integration between the adjacent residential neighborhood and the mixed use portion of the project along 400 North.
	Focus future development and investment efforts on implementing the Town Center and Forge Special Zoning Districts while maintaining the intent of these districts to create distinctive walkable village centers.	This site is south of the Forge district and the Yard Development but will connect in character and development type on the north end of the GRMU district. Walkability will be a major aspect of the project.
Transportation	Provide multiple connections between neighborhood, city-wide and regional systems that safely and effectively move people through, into and out of the city while mitigating traffic congestion.	The development of the district will extend the 400 North ROW eastward. The applicant is considering providing a shared parking plan between Edge Water Townhomes. Pedestrian connections should be considered

		through the development wall separating the sites.
	Reduce auto dependency in Vineyard to improve air quality, reduce traffic congestion and enhance the quality of life.	The development of the northern portion of the district will be urban in nature and contain pedestrian facilities that connect with the building frontages. 400 North was delineated by the city for future light rail but the final decision of its location will be made by our MPO and Utah State officials.
	Adopt a Complete Streets Policy to ensure safe access for all users, including pedestrians, bicyclists, vehicles and transit riders of all abilities.	The city is redesigning 400 North to provide a complete street layout with enhanced pedestrian and bicycle facilities and mid-block and intersection crossings.
Moderate Income Housing	Encourage and promote affordable housing developments by incentivizing developers to build this type of housing.	As proposed, the zoning district provides significant opportunities for housing. Concerns have been expressed by community members and the Council regarding additional residential units in this portion of the city. The Council recently approved a zoning text amendment to add more residential on the north side of 400 North across the street from this project.
	Provide the framework for the successful integration of a mix of housing types in the community's various neighborhoods.	Same noted as above.

RECOMMENDATIONS:

Staff is recommending approval of the GRMU Ordinance and Zoning Map Amendment with the following amendments:

1. The District Use Table shall be amended to restrict stand-alone residential uses and to only allow residential or office uses on the north four parcels above commercial uses,

approximately 580 feet measured from the 400 North right-of-way line adjacent to the northern boundary of the proposed GRMU district southward.

2. The access easement on the east side of the property shall be eliminated along the four north parcels of the property GRMU district, approximately 580 feet measured from the 400 North right-of-way line adjacent to the northern boundary of the proposed GRMU district southward.
3. The landscaping buffer between residential and the carwash shall be increased to a size to accommodate substantial vertical landscaping elements to screen noise to be determined by the Community Development Director.

ATTACHMENTS:

- Ordinance and Application Materials

ORDINANCE NO.
2022-09

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ADD A NEW ZONING DISTRICT, GENEVA ROAD MIXED USE DISTRICT TO THE SPECIAL PURPOSE ZONING DISTRICTS CHAPTER OF THE VINEYARD ZONING CODE, APPLYING TO A PORTION OF THE PROPERTY KNOWN AS LOTS 2-11 OF THE GENEVA RETAIL FRONTAGE SUBDIVISION PLAT, CREATING ALLOWABLE USES, ESTABLISHING DESIGN STANDARDS FOR MIXED USE DEVELOPMENT AND FOR AUTO-ORIENTED USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: Proposed Geneva Road Mixed Use District

Section 2: Proposed Zoning Map

Section 3: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 4: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after

its passage, approval, and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2022.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

Section 1

Underline identifies new code text

Strike Through identifies removed code text

Chapter 7 – Geneva Road Mixed Use

Sections:

7.02 Purpose

7.04 Uses

7.06 Site Plans and Building Design

7.08 Development standards

7.10 Design Guidelines

7.02 Purpose

The Geneva Road Mixed Use (“GRMU”) District is intended to encourage a mixture of commercial, office and residential uses along the Geneva Road corridor. Development in the GRMU District is intended to provide more intense commercial uses, safe and attractive streetscape, and a compatible setting for residential and commercial development. The cross access between the lots in the GRMU is vital to the design and function of the District. The standards are intended to established objectives for the design of a mix of uses.

7.04 Uses

- A. Permitted Uses. Permitted uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
- B. Conditional Uses. Conditional uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
- C. Accessory Uses. Uses which are customary and incidental to the principal use of the property as approved by the City Planner.
- D. Prohibited Uses. Any use not listed in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts shall be prohibited.

7.06 Site Plans And Building Design

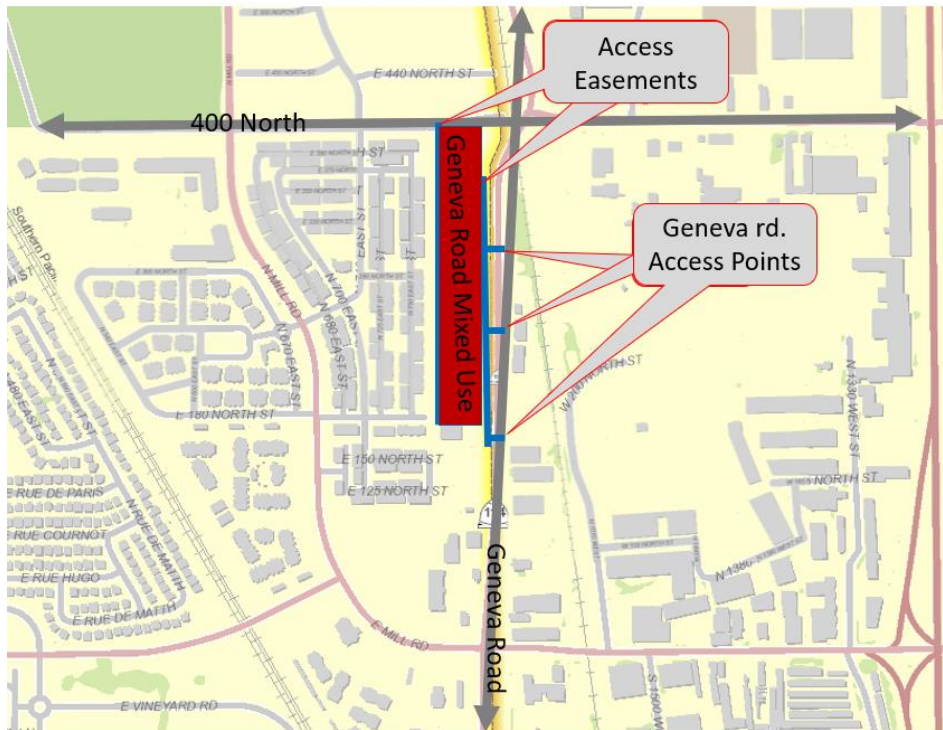
It is intended that development in the GRMU District (*Figure: The Geneva Road Mixed Use District Boundary Map*) will be subject to the following standards and regulations and Design Guidelines (VSP 7.10 – Design Guidelines).

This will be accomplished by the following procedures:

1. **Individual Site Plans.** A site plan for each parcel shall be submitted for review and approval by Vineyard in accordance with VZC 15.28 – Permitted Uses. Individual site plans shall include a demonstration of how the proposed project will be consistent with The Geneva Road MU District and Design Guidelines, including the following:
 1. The proposed architectural and site design concepts including style, colors, type of materials and placement of structures.

2. A description of the landscaping treatment, plant materials, fences, walls and other open space improvements.

Figure: The Geneva Road Mixed Use District Boundary Map



7.08 Development Standards

1. **Project Characteristics.** Development on the lots located in the GRMU District shall have the following characteristics:
 - A. Buildings which may accommodate one or more uses;
 - B. Predetermined right in/right out access points to Geneva Road will be utilized for access to Geneva Road.

- C. Access will be provided to the lots via a eastern cross access drive and/or western cross access drive, an access point on 400 North and the approved access points on Geneva road;
2. **Minimum Acreage.** The minimum acreage for application of the GRMU District is five (5) acres.
3. **Residential Intensity.**
- A. The maximum residential density for the entire GRMU is twenty-six (26) units per acre. This density can be allocated on multiple lots.
- B. The maximum residential density may be increased through a Development Agreement as provided for in Section 15.16 of this title.
4. **Non-Residential Intensity.** There is no limit on the intensity of non-residential development as long as each development complies with the development standards of The GRMU District, any other applicable Vineyard Ordinances and the requirements herein.
5. **Building Height.**
- A. No primary building within any district shall be erected to a height less than one (1) story entirely above grade.
- B. No primary building shall be built to a height greater than sixty feet (60'). Building height is measured from the top of the back of curb to the highest point of the building or structure. See also the definition of "Building Height."
6. **Setbacks.**
- A. **Building Setback:** The building setbacks in the GRMU district shall be measured from the 30' front cross-access easement, 35' rear utility easement and side property lines.
1. **Front Setback:** There shall be no minimum front setback from the cross-access easement. Where there is no cross-access easement, the front setback shall be five feet (5') from the property line adjacent to Geneva Road.
 2. **Side Setback:** There shall be no minimum side setback requirement from property lines. Street side setbacks on a corner lot shall be twenty feet (20').
 3. **Rear Setback:** There shall be no minimum rear setback from the utility easement. Where there is no utility easement, the rear setback shall be twenty feet (20')

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Deleted: <#> A maximum of twenty-five percent (25%) of the GRMU district land area may be used for standalone residential uses. Residential uses above the first floor are excluded from this requirement.¶

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4. Landscaping, parking and drive area are permitted in the rear setback area.
7. **Compatibility Requirements.** Development within The GRMU District shall be compatible with and preserve the character and integrity of adjacent land uses. Each 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 on existing 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, the alteration of building mass, and the addition of landscaping, walls, or both.
- A. The main structure on Lot 11 of the Geneva Retail Frontage Subdivision, which is the corner lot on Geneva Road and 400 North, shall have a design that is comparable and compatible with the structures on the north side of 400 North.
8. **Separation Between Industrial Uses.** There shall be an appropriate separation between existing or planned industrial uses and planned residential uses to provide adequate safety and to avoid concerns with noise, odors, views, and other reasonable concerns as determined by the City Council at the time of Development Plan approval.
9. **Mixed Use Requirements**
- A. Mixed-use development is a development in which land uses are mixed vertically and/or horizontally (such as with existing or planned adjacent land uses). The GRMU District shall comply with the following standards:
- B. Each development or project area shall connect to and be compatible with any adjacent development or project area.
10. **Open Space.** The GRMU District shall provide open space within the development as follows:
- A. A minimum of fifteen (15) percent of the site area of the residential development shall be set aside as recreation amenities. Such areas shall be used for tot lots, play fields, armadas, gardens, and other similar areas as approved by the City Council at time of Development Plan approval.
- B. All open space areas shall be owned and maintained by a property owners association or landowner. Areas greater than 5 acres in size may be dedicated to the City upon approval of the City Council.
- C. Detention and retention basins shall not be counted towards the Open Space requirements.
11. **Parking.** Parking shall be provided as required as determined by the City Planner. Shared parking agreements for property in the GRMU and adjacent to the GRMU are permitted.

12. **Landscaping.** A common landscape theme shall be established for each Development Plan. All landscaping, including materials and quantities, shall be installed in accordance with the provisions of the Zoning Ordinance.

7.10 Design Guidelines

The following Design Guidelines have been adopted for The GRMU District.

1. **Introduction.** The GRMU District is approximately 9 acres located on the southwest corner of Vineyard Connector and Geneva Road. The proposed project may include retail, services, offices and restaurants. It may also contain a range of residential uses in order to provide vitality day and night, and opportunities to live close to work and to accommodate the multiple housing needs of the region.

The GRMU District is intended to provide an auto-oriented mixed use area that is compatible with Geneva Road and the surrounding uses.

The GRMU District will be implemented over time by a variety of individual builders. The urban design framework for the GRMU District will guide future development to ensure consistency and a high level of urban design quality. To be successful as a high energy, high density center, it will be important that fundamental principles of good urban design be followed in each project.

2. **Design Intent.** The general, overall character of the GRMU District should reflect the vibrancy of Vineyard. This character will bring about a familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.

3. **Block Structure**

- a. Block Size: the GRMU District is made up of a single block along Geneva road. This block length is approximately 1,400' in length.
- b. Mid-Block Access points: Per the Geneva Retail Frontage Subdivision, there are three (3) access points along Geneva Road. These access points will be necessary to ensure adequate vehicular circulation.

4. **Building Orientation and Climate Protection**

- a. Building Orientation: Buildings within the GRMU District should be oriented with a front facade facing Geneva Road.
- b. Energy and Climate Orientation: Buildings are highly encouraged to include passive solar and passive wind strategies.
- c. Protective Porticos and Awnings: Architectural elements that provide shade are encouraged to provide pedestrians a pathway that is enjoyable to use year-round and foster walking and social interaction. The climate in Utah Valley is such that in the summer months shade is preferred, and in the winter months protection

from snow is preferred. Awnings that extend over the public right of way require a revocable permit and shall have at least eight feet (8') clearance above the adjacent sidewalk at all points, and shall not extend more than six feet (6') into the public right-of-way.

5. Ground Floor Activation

- a. Transparency: The first floor elevation facing a public street shall not have less than thirty percent (30%) glass or window surfaces.
- b. Entrances: Provide at least one operable building entrance per elevation that faces a public street. Buildings that face multiple streets are only required to have one door on either street.
- c. Wall planes: The maximum length of any continuous ground floor wall surface, uninterrupted by a change in material, setback or protrusion, will be thirty feet (30').
- d. Screening: All building equipment and service areas, including on-grade and roof mechanical equipment and transformers that would be visible from the public right of way, shall be screened from public view, or enclosed as to appear to be an integral part of the architectural design of the building

6. Architectural Character and Materials

- a. Building Character Organization: All buildings shall generally have a “base, middle, and top” character to avoid monotonous uniformity of single-material building walls. Differentiating buildings into these three components gives human scale and variety through change, contrast, and intricacy in facade form, color and/or material. Other scaling elements such as insets and projections are encouraged to break up flat or monotonous facades.
- b. Exterior Three-Dimensional Details: Three-dimensional details are encouraged along the publicly-visible exterior of buildings, including:
 - 1. Cornices, fascia, visible substantial window sills and headers, projecting bay windows, inset doors and windows and balconies.
 - 2. Recessed windows (all windows are encouraged to be recessed a minimum of three inches)
- c. Building Materials: All materials shall be durable in nature and build on the multi layered history of the site. The following is a non-exhaustive list of materials that would meet this objective:
 - 1. Sandstone-based brick material - this is desired as a base material for the entire development and is of regional significance to the area;

2. Brick with accent banding and symbols of various colors and patterns;
 3. Visible steel support such as I-beam columns and spandrels, steel cable or rod suspension, decorative steel railings;
 4. Corrugated steel siding;
 5. Concrete foundations, columns, lintels, sills, loading docks;
 6. Large expanses of multi-paned glass windows, glass block, large display windows, skylights, greenhouses;
 7. Heavy wood timber columns and spandrel beams; and
 8. Wood, stone, corrugated metal, etc.
 9. Local materials are encouraged, whether as reclaimed materials from nearby projects or manufactured locally and support sustainable building practices.
 10. Other materials can be considered to minimize costs while achieving a similar aesthetic (e.g., concrete with an applied texture versus a brick wall) while out-of-character materials will be considered in special circumstances - such as iconic architecture - to bring additional variety and contemporary influences.
- d. Iconic Architectural Elements: Selected use of iconic architectural elements is encouraged at key locations that serve as focal points for the district. Examples might include:
1. Tower buildings fronting open spaces, plazas, or other gathering spaces.
 2. Architectural signage and marquees.
7. **Signage.** Signs shall be regulated by VZC 15.48 Signs
8. **Lighting**
- a. Street Lights: Street light fixtures used throughout the GRMU District for both automobile and pedestrian safety will meet the City's Street Light Design standards.
 - b. Outdoor lighting will be designed and installed to minimize light trespass off the property.
 - c. Architectural Lighting: Building illumination will meet the City's Lighting Standards and be limited to:
 1. Highlighting of specific building features

2. Building and ground floor business names
3. Lighting of public walkways
4. Lighting of architectural features above the ground floor

9. **Site Design and Access**

- a. Rear Alley: A twenty foot (20') deep parking area along the rear of the property that is accessed from the rear alley for shared parking may be permitted.
- b. Northern Lots: The northern four lots shall be accessed by a rear alley. Buildings shall be placed as close to Geneva Road as feasible and parking areas shall not be permitted in the front yard of the lots.
- c. Sidewalks: Sidewalks serve multiple purposes within an urban environment and should incorporate different activities including seating, outdoor dining, lighting, trash and recycling receptacles, bus stops and shelters, newsstands, utility boxes and shade trees between pedestrian walkways and traffic. A minimum eight feet (8') ADA accessible, unobstructed pedestrian walkway is required. This walkway shall be located in Parcel A and completed with the reconstruction of Geneva Road.
- d. Service and Storage: Consideration should be given to loading, delivery and transfer of merchandise, garbage collection, recycling, fire and utilities. Loading areas should be provided when appropriate. However, these functional needs should not compromise the visual character of the overall development or adjacent properties and will be subject to design evaluation and approval of the final legislative authority. Outdoor storage should be temporary and/or fully screened from the public right-of-way.
- e. Drive-thru Lanes: Drive-thru facilities in the GRMU will be subject to careful design evaluation and approval. In addition to the standards found in VZC 15.34.190, any drive-thru lanes in the GRMU are required to be designed with the following conditions:
 1. Be limited to four (4) bays or less;
 2. Feed into a single exit lane;
 3. Provide a ten foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 4. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property.
- f. Car Wash Uses: Car wash uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:

1. Car wash uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision.
2. The car wash exit shall face Geneva Rd.
3. Any building containing a car wash shall be setback at least fifty feet (50') from the property line where the adjacent use is residential;
4. Outdoor vacuums shall be placed at least twenty-five feet (25') from a property line where the adjacent use is residential;
5. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
6. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
7. The hours of operation for a car wash in the GRMU District shall be 7 AM to 9 PM, including vacuums;

g. Light Vehicle Repair Uses: Light Vehicle Repair uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:

1. Light Vehicle Repair uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision;
2. Light Vehicle Repair exit doors shall not face adjacent residential uses;
3. Any building containing Light Vehicle Repair shall be limited to four (4) bays;
4. Vehicle repair bay doors shall be closed when repairs are happening in that bay;
5. No in operable vehicles shall be parked/stored on site;
6. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
7. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
8. The hours of operation for a Light Vehicle Repair Use in the GRMU District shall be 7 AM to 9 PM;

- h. Screening: Screening techniques should be utilized throughout the GRMU District for any activity or storage that should be kept from public view. This may include any combination of building design, landscaping and berming, and/or location and will be subject to design evaluation and approval of the site plan. Typical areas that should require screening may include:
1. Outdoor Storage
 2. Refuse Containers
 3. Surface Parking
 4. Loading Areas (adjacent to roadways)
- i. Enclosures: Enclosures should be located to provide easy access for users, adequate space for servicing by refuse trucks, and visibility for safe vehicle circulation.
1. Enclosure materials and colors should be consistent with, and complementary to, building materials and finishes.
 2. Refuse containers should be conveniently located throughout the project, yet sufficiently buffered from project entries, main building entries, and main pedestrian paths.

15.12.050 District Use Table*

ZONING DISTRICT USES	GRMU
<u>RESIDENTIAL</u> ⁸	<u>Clinical Support Housing</u> N
	<u>Dwelling, Multiple-Family</u> P
	<u>Dwelling Single-Family</u> N
	<u>Dwelling, Two-Family</u> P
	<u>Model Home or Unit</u> N
	<u>Residence for Persons with a Disability</u> N
	<u>Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school</u> N
	<u>Residential Facility for Elderly Persons</u> N
	<u>Residential Lease, Short-term</u> N
<u>COMMERCIAL</u>	<u>Agriculture, Commercial</u> N
	<u>Animal Hospital</u> C
	<u>Billboard</u> N
	<u>Cannabis Production Establishment</u> N
	<u>Car Wash</u> P
	<u>Chemical Manufacture, Storage, and Distribution (Existing)</u> N

<u>Commercial Day Care/Preschool Center</u>	C
<u>Commercial Plant Nursery</u>	N
<u>Commercial Recreation, Indoor</u>	C
<u>Commercial Recreation, Outdoor</u>	N
<u>Composting Facility</u>	N
<u>Construction Sales and Service</u>	N
<u>Contractor's Office/Storage Yard</u>	N
<u>Distribution Center</u>	N
<u>Drive-thru Facility</u>	P Z
<u>Dry Cleaning</u>	P
<u>Financial Institution</u>	P
<u>Flammable Liquids or Gases Manufacture, Storage and Distribution</u>	N
<u>Funeral Home/Mortuary</u>	N
<u>Golf Course</u>	N
<u>Health and Fitness Facility</u>	P
<u>Hotel</u>	C
<u>Hybrid Production Facility</u>	C
<u>Kennel, Commercial</u>	N
<u>Kennel, Outdoor Commercial</u>	N

<u>Laundry, Commercial</u>	<u>P</u>
<u>Laundry, Self Serve</u>	<u>P</u>
<u>Manufacturing, Heavy</u>	<u>N</u>
<u>Manufacturing, Light</u>	<u>N</u>
<u>Medical and Dental Clinic</u>	<u>P</u>
<u>Medical or Dental Laboratory</u>	<u>P</u>
<u>Motel</u>	<u>C</u>
<u>Motor Vehicle Fueling Station</u>	<u>P</u>
<u>Nightclub</u>	<u>C</u>
<u>Nursing Care Facility</u>	<u>C</u>
<u>Nursing Home, Convalescent Care</u>	<u>N</u>
<u>Office</u>	<u>P</u>
<u>Pawnshop</u>	<u>N</u>
<u>Personal Care Services</u>	<u>P</u>
<u>Personal Instruction Service</u>	<u>P</u>
<u>Pharmacy</u>	<u>P</u>
<u>Pharmacy, Medical Cannabis</u>	<u>N</u>
<u>Private Club</u>	<u>C</u>
<u>Restaurant</u>	<u>P</u>
<u>Retail Sales and Services</u>	<u>P</u>
<u>Retail Sales and Services (Community Commercial)</u>	<u>P</u>
<u>Retail Sales and Services (Regional)</u>	<u>P</u>

<u>Salvage Yard</u>	<u>N</u>
<u>Sexually Oriented Business</u>	<u>N</u>
<u>Storage - Self Service Mixed-Use Facility</u>	<u>N</u>
<u>Storage - Self Service</u>	<u>N</u>
<u>Storage of Recreational Vehicles</u>	<u>N</u>
<u>Trailer/RV Camping Facilities</u>	<u>N</u>
<u>Vehicle and Equipment Rental</u>	<u>C</u>
<u>Vehicle and Equipment Repair (Major)</u>	<u>N</u>
<u>Vehicle and Equipment Repair (Minor)</u>	<u>P</u>
<u>Vehicle and Equipment Sale and Rental New or Used (Heavy)</u>	<u>C</u>
<u>Vehicle and Equipment Sale or Rental New or Used (Light)</u>	<u>C</u>
<u>Warehouse</u>	<u>N</u>
<u>Warehouse Club</u>	<u>N</u>
<u>Wholesale Distribution</u>	<u>N</u>
<u>Assembly, Place of</u>	<u>C</u>
<u>Commuter and Light Rail Facilities and Station</u>	<u>P</u>
<u>PUBLIC AND INSTITUTIONAL</u>	
-	

	<u>Earth Station (Satellite Dish Farm)</u>	<u>N</u>
	<u>Educational Facility</u>	<u>P</u>
	<u>Emergency Care Facility</u>	<u>P</u>
	<u>Environmental Remediation Activities</u>	<u>P</u>
	<u>Farmers' Market</u>	<u>C</u>
	<u>Heliport</u>	<u>N</u>
	<u>Hospital</u>	<u>C</u>
	<u>Liquor Store (State Owned)</u>	<u>C</u>
	<u>Major Facility of a Public Utility</u>	<u>N</u>
	<u>Minor Facility of a Public Utility</u>	<u>C</u>
	<u>Museum</u>	<u>P</u>
	<u>Open Space and Trails</u>	<u>P</u>
	<u>Parks and Associated Facilities</u>	<u>P</u>
	<u>Park and Ride Facility</u>	<u>N</u>
	<u>Power Plant</u>	<u>N</u>
	<u>Public Use</u>	<u>C</u>
	<u>Recycling Collection Center</u>	<u>N</u>
	<u>Recycling Processing Facility</u>	<u>N</u>
	<u>Transit Passenger Hub (Intermodal)</u>	<u>P</u>
	<u>Wireless Telecommunications Site/Facility</u>	<u>C₂</u>
<u>ACCESSORY USES</u>	<u>Accessory Building</u>	<u>N</u>

	<u>Accessory Dwelling Unit</u>	<u>N</u>
	<u>Accessory Dwelling Unit for Owner or Employee</u>	<u>N</u>
	<u>Accessory Use</u>	<u>P</u>
	<u>Billboard</u>	<u>N</u>
	<u>Domestic Livestock and Fowl</u>	<u>N</u>
	<u>Home Day Care (one to seven children)</u>	<u>N</u>
	<u>Home Day Care (eight to ten children)</u>	<u>N</u>
	<u>Home Occupation</u>	<u>N</u>
	<u>Home Preschool (one to seven children)</u>	<u>N</u>
	<u>Home Preschool (eight to ten children)</u>	<u>N</u>
	<u>Household Pets, Noncommercial</u>	<u>N</u>
	<u>Open/Outdoor Display of Products or Merchandise</u>	<u>N</u>
	<u>Seasonal Use</u>	<u>T₅</u>
	<u>Sign - Temporary</u>	<u>T₆</u>
	<u>Swimming Pool</u>	<u>P₂</u>
	<u>Temporary Use</u>	<u>T₅</u>
	<u>Tennis Court/Sports Court</u>	<u>N</u>
		<u>-</u>

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.

2. See VZC 15.34 for additional use development standards.

3. Use is allowed as an accessory use to a principle use.

4. Use shall not exceed 25% of the net square footage of a single building or development.

5. See VZC 15.26 for additional use standards.

6. See VZC 15.48 for signage requirements.

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

8. Use shall meet all licensing requirements as required by Utah State Code and conform to Section 15.34.210 Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.

Section 2

GENEVA RD

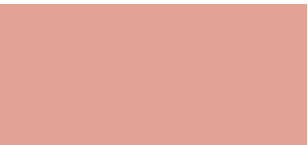
MILL RD

GRMU

RMU

LEGEND

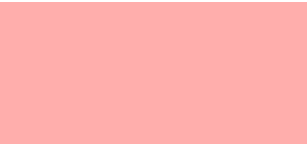
ZONING DISTRICTS



GRMU



RMU



PUBLIC
FACILITY

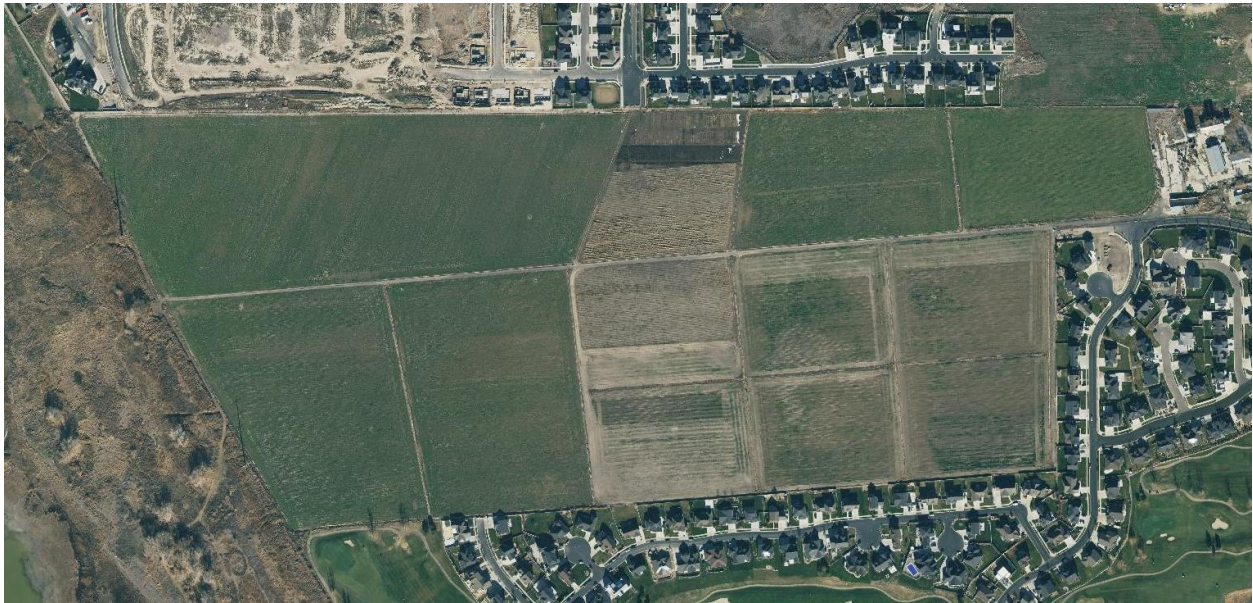


THE
FORCE



Community Development

Date: June22, 2022
From: Morgan Brim, Community Development Director
To: Planning Commission
Item: Public Hearing Holdaway Farms Development Agreement
Location: Former Clegg Farm South of Main Street Terminus and west of 400 South Terminus
Applicant: Cadence Homes and Goodboro Homes



BACKGROUND:

The city recently approved a zone change for the former Clegg Farm development to accommodate a neighborhood plan of the proposed Holdaway Farms development. The attached development agreement among other things, provides timelines for infrastructure, phasing of residential units, city participation of collector roads, and development process considerations. The applicant has submitted a preliminary plat for the development and plans to submit final plats for each phase as the project develops.

RECOMMENDATION:

Staff is recommending approval of the Holdaway Farms Development Agreement, Ordinance 2022-10.

PROPOSED MOTION:

"I forward a positive recommendation to the City Council of Ordinance 2022-10 Holdaway Farms Development Agreement."

ATTACHMENTS:

Proposed Development Agreement

ORDINANCE NO.
2022-10

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ESTABLISH A DEVELOPMENT AGREEMENT BETWEEN VINEYARD CITY, CADENCE VINEYARD 400, LLC AND GOODBORO VINEYARD HOLDAWAY, LLC, TO ESTABLISH INFRASTRUTURE TIMELINES AND CITY PARTICIPATION, PHASING OF OPEN SPACE, RESIDENTIAL UNITS AND TRAILS, PROVIDING A PROJECT DESCRIPTION, ZONING AND DENSITY, ESTABLISHING PARAMETERS FOR EASEMENT AND PUBLIC UTILITIES, STORM WATER DETENTION, ROADWAY TYPES, MUNICIPAL SERVICES AND CITY PROCESSES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Vineyard is authorized to enter into a development agreement with for the betterment of the public with land developers; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed development agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1 Attached: Development Agreement

Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SERVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVEDATE. This Ordinance shall be in full force and effect after its passage, approval, and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2022.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

When recorded, return to:

Parcel ID: [_____]

DEVELOPMENT AGREEMENT
(Cadence / Goodboro Vineyard Project)

This Development Agreement (the “**Agreement**”) is entered into the ____ day of _____, 2022 (the “**Effective Date**”), by and between Vineyard City, a Utah municipal corporation (the “**City**”), and Cadence Vineyard 400, LLC, a Utah limited liability company (“**Cadence**”), and Goodboro Vineyard Holdaway, LLC, a Utah limited liability company (“**Goodboro**,” and together with Cadence, “**Developer**”). Each of the City and Developer are sometimes referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. Developer owns approximately 92 acres of land located within the boundaries of the City, as more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Developer desires to develop the Property in accordance with the neighborhood plan attached hereto as Exhibit B and incorporated herein by this reference, which has been approved by the City (as the same may be revised, amended or modified the “**Neighborhood Plan**”), including all future improvements to be located therein (the Property, together with all such improvements, is referred to as the “**Project**”), which Neighborhood Plan, for purposes of clarity, does not include the church-owned properties located within or adjacent to the Project.

C. The Property is subject to the City’s Laws, including without limitation the City’s Zoning Code (section 15.02 et seq.), and specific provisions on Development Agreements (section 15.16 et seq.), pursuant to which this Agreement may control over certain provisions of the City’s Laws with respect to matters set forth herein.

D. The lots associated with the Project will be developed into (i) 295 single-family detached residences, of which approximately 127 single-family detached units will be in an age-restricted community (depicted as those lots colored orange on page 2 of the attached Neighborhood Plan), and (ii) one or more parks, trails, alleys, local amenities, and other uses, all as more particularly described and depicted in the Neighborhood Plan and in this Agreement.

E. The City Council has reviewed this Agreement and determined that it is consistent with the Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, et seq. (the “**Act**”), the Ordinances (defined below), and the City of Vineyard General Plan, and that this Agreement provides for and promotes the health, safety, welfare, convenience, aesthetics,

and general good of the community as a whole. This Agreement does not contradict, and specifically complies with, and is governed by the Act. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties agree are contractual in nature and are not merely recitals, and the goals of the City and Developer, which include the coordinated development of the Project to achieve a development of the highest quality, the Parties agree to be legally bound as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the development of the Project and implementation of the Neighborhood Plan. To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the City and Developer that this Agreement incorporates the uses and density rights granted to Developer and the Project pursuant to the Neighborhood Plan, including Developer’s “vested rights” pursuant to the Act as reflected in the Neighborhood Plan. All Plats (defined below) for the Project are subject to the ordinances, regulations and policies of the City governing the development of real property within the City as of the Effective Date, including the Zoning Ordinance (defined below) (collectively, the “**Ordinances**”), provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement.

3. Definitions. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

(a) “City’s Laws” means, collectively, all City ordinances, rules, and regulations, including the provisions of the City’s General Plan, the City’s Zoning Code, the City’s engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

4. Allowed Uses and Approval.

(a) The uses allowed within the Project, as specified in the Neighborhood Plan, are incorporated into this Agreement. All Plats shall be reviewed, and approved or denied by the City, in accordance with the procedures of the Ordinances in effect when the application for the respective Plat is determined to be complete, provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement. Upon the approval of the Neighborhood Plan by the City, Developer received a vested right to develop the Project as described herein and in accordance with the Neighborhood Plan, subject to Developer’s compliance with the Zoning Ordinance and other Ordinances not inconsistent with this Agreement.

(b) In accordance with the Ordinances, Developer will submit preliminary and final subdivision plats (each a “**Plat**” and collectively the “**Plats**”), consistent with the

Neighborhood Plan and this Agreement, whether in one submission or a series of submissions associated with phased development, and all other documentation required and deemed necessary by the City for compliance of the Project with the Ordinances. The Plats shall include all improvements required by this Agreement, in accordance with the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the Ordinances to obtain City approval. In the event that the City rejects or requests modifications to a Plat due to inconsistency between such Plat and the Neighborhood Plan or this Agreement, Developer shall cause a new or corrected Plat to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the approved Plats, the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), and those specific approvals that Developer may request and the City may hereafter approve.

(c) Developer shall provide all documents and information necessary for the issuance of building permits by the City, including specific construction plans and specifications for all required Project improvements. Developer agrees to provide appropriate and complete applications to the City for review. If Developer provides an incorrect or incomplete application, the City shall notify Developer that such application is incorrect or incomplete in accordance with the City's Zoning Code after Developer provides such application. Upon receipt of a complete application, the City agrees to process application(s) in accordance with City's Zoning Code and policy. The City has no obligation to review incomplete or non-conforming applications.

5. Description of Project; Zoning; Density.

(a) The Property, is identified on Exhibit A attached hereto. Any further changes to the legal description of the Property shall be authorized only upon written amendment to this Agreement, in accordance with the terms hereof. The Neighborhood Plan is identified on Exhibit B attached hereto, which includes the locations, uses, density, and other specifications of the Project, including approximate location of parks, trails, open space, amenities, road and street systems, alleys and other improvements and uses designated therein.

(b) Developer intends to develop the Project in accordance with the City's Holdaway Farms Special District residential zone, which zoning ordinance is set forth on the attached Exhibit C (the "**Zoning Ordinance**"). The Zoning Ordinance permits the development of the Project, in terms of allowed uses and allowed densities, consistent with this Agreement, including without limitation the Neighborhood Plan.

(c) Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the City and Developer agree to comply with the Ordinances or the requirements of the applicable service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Plat is determined complete.

(d) The Neighborhood Plan and the Zoning Ordinance shall provide the density basis for all Plats presented to the City. The maximum total base residential dwelling units allowed within the Project are set forth in the Zoning Ordinance and the Neighborhood Plan.

6. Phase Development. The Project will be developed in phases as set forth in Exhibit D, and the same may be modified by the Plats, (the “Phasing Plan”) as approved by the City. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be constructed as presented in the approved neighborhood plan. At a minimum, open space and park areas shall be constructed with amenities, parking, and infrastructure as indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Park spaces shall be completed and receive final approval from the City as follows: Entrance Park to be completed prior to issuance of the 103rd certificate of occupancy, Community Park to be completed prior to issuance of the 162nd certificate of occupancy, and Neighborhood Park to be completed prior to the issuance of the 221st certificate of occupancy. The club house, pool, and associated private amenities of the age-restricted community shall be constructed and completed prior to the issuance of a certificate of occupancy of the 63rd unit within such age-restricted community.

7. Dedication and Easements. All dedications and easements required as part of Plat approval in favor of the City or other service provider or agency under the terms of this Agreement shall be provided to the City or other service provider or agency at the time of Plat approval or at an earlier time as may be agreed to by the City and Developer and/or other service provider or agency.

8. Public Utilities. Developer shall pay for the construction and installation of utilities within the Project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Property, and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth (collectively, the “**Utilities**”). With respect to those Utilities already in place and adjacent to the Property, the Developer shall make all connections at similar or corresponding sizes; provided however, that if any connection is larger than that which would be required to service the Project under applicable law and as established by an engineering study approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, or to the extent the City otherwise requires any enlargement of the Utilities in excess of the minimum requirements to service the project under applicable law, the City shall bear the incremental cost of such upsizing. The City agrees to allow Developer to connect the Project to the City’s municipal water systems, the City’s off-site wastewater lines and mains, and sewer lines, lift stations, and other facilities in conformance with applicable design, construction and engineering standards and requirements and to provide the Utilities services to the Property with sufficient capacity to service the Project. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the Utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. All impact fees charged by the City in connection with the

development of the Property and the approval of Plats shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9. Storm Water Detention. Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities or other storm water infrastructure improvements are required by the City to be sized to accommodate storm water runoff generated off-site from the Property, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site, the improvements for which shall be located within the areas designed by Developer and approved by the City. The final design and configuration of the detention facilities shall be subject to approval, as applicable, by the City, Utah County, the applicable flood control board, and Developer as part of the Plats. The storm water detention facilities shall be dedicated and transferred to the City upon completion, except for those storm water detention facilities that are located within that portion of the Property affected and maintained by a private homeowners' association, as reasonably determined by the City Engineer and submitted to the City Council for approval with the Plats. Storm water facilities dedicated to the City shall not be considered as open space or park space, either fully or partially; provided however, that underground storm water facilities may be located beneath open space and park space with approval by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, assuming such siting won't interfere with other uses of said open space or park space.

10. Roads. Except as otherwise provided below, Developer agrees to improve, dedicate and convey to the City, at no charge to the City, such land and rights-of-way (including temporary construction easements) as necessary for the roads, sidewalks, and curbs and gutters located on the Property as set forth on the Neighborhood Plan (collectively, the "**Roads**"). Developer agrees that it shall be responsible for financing and construction of Roads within the Property of an adequate size to handle traffic generated by the Project itself as reasonably determined by the City Engineer and in conformance with the City's Laws. The final design and configuration of the Roads shall be consistent with the Neighborhood Plan and shall be subject to approval, which approval shall not be unreasonably withheld, conditioned or delayed, by the City and Developer as part of the Plats. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads shall be transferred to the City. Notwithstanding the foregoing, (a) to the extent the City requires the Developer to "upsized" any Roads beyond the size required to provide an adequate level of service or that which is designated and described in the approved Neighborhood Plan, the City shall be responsible for all construction costs related to such upsized Roads in excess of the construction costs that would otherwise be expended if such Roads were developed to the size necessary to achieve an acceptable level of service or to be consistent with the approved Neighborhood Plan., which level of service shall be determined by a Traffic Impact Study (TIS) submitted to and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) in the event the City requires any of the Roads to be constructed earlier than indicated in the attached Phasing Plan, (i) the City shall fund the construction activities and all such construction costs that result directly from changing the Phasing Plan, and (ii) Developer will reimburse the City for its share of approved construction costs, excluding costs attributed to upsizing such Roads, through impact fees, assessments, or payments of money, as agreed to between the City and Developer. Prior to incurring any additional costs due to upsizing Roads, the Developer shall provide itemized costs

estimate to the City Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, to enter into an agreement between the City and Developer. Such construction costs shall include, without limitation, any design, engineering, labor, materials, and other associated costs and expenses, but shall exclude internal costs of Developer and City personnel. The City shall not be obligated to pay any costs for which it did not receive and approve a cost estimate in advance.

(a) Developer shall construct all roadway improvements on 400 South (from Lake View Drive west to Main Street) and on Main Street (from 400 South north to the northern border of the Project) as a seventy-seven-foot (77') Parkway Street (collectively, the "Parkway Streets") according to the specifications, cross section, and other descriptions of such roadway improvements in the Neighborhood Plan. The City recognizes that, according to the May 2, 2022 Cross Section Analysis performed by Hales Engineering, a copy of which is attached hereto as **Exhibit "X"** and incorporated herein by reference, seventy-seven feet is wider than would be necessary to provide an adequate level of service for traffic impacts resulting from the Project directly. Developer estimates the cost of upsizing the Parkway Streets to be approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000). To pay for the increased cost of upsizing the Parkway Streets, the City agrees to reimburse Developer for its actual costs of constructing the Parkway Streets street up to a not-to-exceed cost of Two Hundred-Fifty Thousand Dollars (\$250,000). Developer shall bear any actual costs in excess of this not-to-exceed amount.

(b) An "Alley" is defined as a paved road section that that is dedicated as a secondary means of access to an abutting property. Alleys constructed as part of the Project shall be dedicated to a private homeowners' association and maintained by the same. In the event that a private homeowners' association is unable to maintain the Alleys, then the Plats shall be recorded with each Alley dedicated to the homeowner directly abutting each Alley. The City shall not accept dedication of any Alley of the Project.

(c) The City shall approve on-street parking along the public roads of the project if such parking does not encroach into the established travel lanes. Developer shall enter into the City's overnight street parking program and, accordingly, shall limit on-street parking to roads as defined by the terms of that program. This overnight, on-street parking shall not be considered as approved parking towards applicable City parking requirement standards.

(d) The Developer shall coordinate with the City and the developer of the property adjacent to the Property's northern border (Home Center) to stub a Road connection to East Zinfandel Lane from the Project prior to the City's issuance of the 103rd certificate of occupancy in the overall Project. This connection shall be paid for by the developers of the respective properties.

(e) The Developer shall conduct a traffic calming study and provide engineering recommendations to the City Engineer for East Zinfandel Lane, to include the street section within the City's maintained section. The Developer shall incorporate traffic impacts from and due to the Project when evaluating and providing recommendations.

11. Reimbursement. Developer agrees to construct the upsized public utilities and roadway improvements required by this Agreement according to the timeframes contained in the

Phasing Plan. Developer will furnish, or cause to be furnished, all labor, equipment, materials, manpower, and supplies which are necessary to adequately and completely construct these improvements. No materials, supplies, labor, or equipment will be furnished by the City unless agreed to in writing by the City. Developer shall construct or cause the improvements to be constructed in a workmanlike manner. The Developer shall have the responsibility to pay its contractor(s). Payment will be made to the Developer from the City in a lump sum payment at the end of constructing the improvements and acceptance by the City. The Developer shall be paid within sixty (60) days following the day in which a billing statement is received by the City from the Developer. To mitigate against disputes over the cost of the public utility improvements, the Developer shall submit the contractor's estimate for the cost of the Work to the City for pre-approval, which pre-approval shall not be unreasonably withheld, conditioned or delayed. The City shall reimburse the actual cost of the roadway improvements, not to include Developer's profits. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. The City will review and approve, which approval shall not be unreasonably withheld, conditioned or delayed, the estimate to avoid any dispute about eligible expenses after the fact. Reimbursement will be for actual costs. If costs remain within the pre-approved amount, including contingency, then the City will reimburse such costs without question or delay. Payment of the costs shall be non-refundable.

12. Municipal Services. The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project as required by applicable law and at the same levels of services, and on the same terms and rates as provided to other residents and properties in the City. Service levels and availability shall be determined by the City during its review and approval of the Phasing Plan. The City may choose not to provide services to any areas outside the approved Phasing Plan unless accepted and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall not construct any areas in which emergency services cannot obtain reasonable access to provide services. The parties acknowledge and agree that Developer may be required to provide secondary emergency access over a temporary construction road during the first phase of the Project.

13. Parks and Open Space. Developer agrees to provide the parks, open space, trails and buffer areas generally as set forth in the Neighborhood Plan. The City agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined in the Plats, but shall be as generally identified in the Neighborhood Plan. The open space may include recreational areas, pedestrian and bicycle trails, neighborhood parks, and commonly maintained natural or landscaped areas, as approved by the City, which approval shall not be unreasonably withheld. Upon complete construction of such open space, Developer shall convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive such completed open space areas, in accordance with the City code, as shown on the Plats, after which the City shall be responsible for the maintenance of such dedicated open space and any improvements thereto. As part of the Plats and as applicable under the City Ordinances, Developer agrees to submit an open space plan to the City for its review and approval in connection with the Plats. The developer shall

coordinate with Home Center Construction to extend the planned mid-block crossing into the Sycamores neighborhood as shown in the Neighborhood Plan. The Parties acknowledge and agree that the park depicted in the Neighborhood Plan in the northeast area of the Property shall be developed as a park or public use as determined by the city.

14. City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Plats; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by the Act, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Property, Developer shall, at its expense secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied._

(a) Environmental Permits. The Developer understands there may be environmental permits required to develop the Property and shall coordinate with the appropriate state and federal agencies regarding construction activities which may impact the adjacent protected lands (e.g., wetlands). The Developer shall be responsible for all costs associated with environmental study, permits, and additional construction costs as determined by the cognizant state and federal agencies. The Developer shall provide the City with all applicable forms, permits, documentation from those state and federal agencies establishing its work in accordance with those agencies. The Developer understands that any buffers established by those state and federal agencies along protected areas shall be at the expense of the Developer and shall not be reduced from the open space or park areas established in the Neighborhood Agreement, City Laws, or this Development Agreement.

15. Developer Easement and Restrictive Covenants. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, if any, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following: (a) record any restrictive covenants on the Project as provided in the Plats, in form and content consistent with the Neighborhood Plan and reasonably satisfactory to the City; and (b) record any easement on the Project as provided in the Plats, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements. Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Plats to the City. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this section will also be subject to the review and consent of the lender providing construction financing

for the Project, if any, and the City agrees that the City's consent to changes requested by such lender will not be unreasonably withheld.

16. Construction and Inspection. The Project shall be developed by Developer in accordance with the City's Laws, the development standards of the City, and the Neighborhood Plan. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of public infrastructure improvements for the Project shall be provided to the City without cost and shall include GIS information. The City shall perform periodic inspections of the public improvements to ensure conformance to the Engineer of Record's requirements and the City Engineer's drawings stamped "For Construction", which are installed and constructed by Developer. The City shall hold a preconstruction meeting with Developer, prior to Developer's construction of public infrastructure improvements, to review the requirements for construction operations. The Developer shall not proceed with public infrastructure construction activities of the Project until a Notice-To-Proceed (NTP) is issued by the City Engineer.

17. Model Homes. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have the right to, pursuant to Section 4(c), apply for and obtain a building permit for and construct up to two (2) model homes (the "Model Homes") in conjunction with and before completion of Developer's construction the first phase of infrastructure improvements (the "Phase 1 Improvements"; provided however, that the Phase 1 Improvements must be complete before Developer may obtain certificates of occupancy for the Model Homes. The parties acknowledge and agree that Developer may be required to provide adequate emergency access over a temporary construction road during this phase of the Project.

18. Mortgagee Protections. The City recognizes Developer will be receiving construction financing from a private Lender or its successor and assigns (the "**Lender**"). The City will provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer under this Agreement. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this section or by separate agreement. In the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement. This section shall not limit or subordinate the City's interests, including but not limited to the rights to collect taxes or impose fines, fees, or remedies against Developer or subsequent owners of property developed pursuant to this Agreement.

19. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

20. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

21. Conveyances. All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

22. Governing Law; Attorneys' Fees. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

23. Time. Time is of the essence with respect to all time periods contained in this Agreement.

24. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

25. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

26. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by the Neighborhood Plan or this Agreement. Developer understands that it is required to comply with future changes, amendments, or revisions to City ordinances and regulations that do not change the allowed uses or densities for the Project, as identified by this Agreement. If the City, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the City.

27. State and Federal Law – Invalidity. Both the City and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the City's approval of the Neighborhood Plan or any Plat is determined to be invalid by a court of competent jurisdiction, then, at Developer's option, this Agreement shall also be null and void.

28. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

29. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against each Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 28 above.

30. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

31. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

32. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "**Force Majeure**").

33. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. Term of Agreement. This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement; provided, however, that upon the expiration of such initial twelve (12)-year term, if this Agreement has not been previously terminated and if Developer has substantially complied with the terms of this Agreement, Developer shall have the option, exercisable by written notice to the City, to extend the term of this Agreement for an additional five (5) years.

35. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

36. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened

meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follows]

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[Signature page to Development Agreement]

[Signature page to Development Agreement]

EXHIBIT A

(Legal Description of Property)

ORDER NUMBER: 11886B

EXHIBIT "A"

Parcel C – to Goodboro

Beginning at a point located South 89°46'04" West along section line 1054.86 feet and North 59.73 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°09'34" East 1.41 feet; thence along the boundary of The Lakes at Sleepy Ridge Phase 2 - P.R.D. the following three courses and distances: 1) South 0°09'34" East 882.33 feet, 2) South 85°34'24" West 2163.44 feet, and 3) South 85°28'50" West 97.10 feet; thence continuing South 85°28'50" West along remnants of a fence line 482.78 feet; thence North 30°00'00" West 738.01 feet; thence North 87°43'01" East 1276.02 feet; thence North 0°00'10" East 61.47 feet; thence South 89°59'50" East 668.76 feet; thence along the arc of a 1000.00 foot radius curve to the left 506.10 feet through a central angle of 28°59'50" (chord bears North 75°30'15" East 500.71 feet); thence North 61°00'20" East 153.65 feet; thence South 0°00'10" West 1.32 feet; thence North 71°06'39" East 356.08 feet; thence along the arc of a 500.00 foot radius curve to the right 128.00 feet through a central angle of 14°40'05" (chord bears North 78°26'41" East 127.65 feet); thence North 85°46'44" East 76.91 feet to the point of beginning.

EXHIBIT "A"

Parcel A - to Cadence

Beginning at a point located South 89°46'04" West along section line 418.05 feet and North 103.65 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 85°41'54" West along the northerly boundary of The Lakes at Sleepy Ridge Phase 2 - P.R.D. a distance of 638.60 feet; thence North 0°09'34" West 1.41 feet; thence South 85°46'44" West 76.91 feet; thence along the arc of a 500.00 foot radius curve to the left 128.00 feet through a central angle of 14°40'05" (chord bears South 78°26'41" West 127.65 feet); thence South 71°06'39" West 356.08 feet; thence North 0°00'10" East 586.50 feet; thence North 89°59'04" East along a boundary line agreement recorded as Entry 152258:2006 a distance of 1380.03 feet; thence South 0°00'16" West 147.79 feet; thence South 0°00'20" West 120.69 feet; thence South 88°00'00" West 277.72 feet; thence South 32°15'00" East 136.80 feet to the point of beginning.

Less and excepting from the following described property

FARM TO KEITH HOLDAWAY

COMMENCING AT A POINT LOCATED SOUTH 89°46'04" WEST ALONG THE SECTION LINE 418.05 FEET AND NORTH 103.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 85°41'54" WEST 34.30 FEET; THENCE NORTH 2°00'00" WEST 60.14 FEET; THENCE SOUTH 32°15'00" EAST 68.02 FEET TO THE POINT OF BEGINNING.

Parcel B - to Cadence

Beginning at a point located South 89°46'04" West along section line 2593.19 feet and North 505.69 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°00'10" West 11.36 feet; thence along the arc of a 450.00 foot radius curve to the right 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 44°20'19" West 45.74 feet; thence along the arc of a 450.00 foot radius curve to the left 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 0°00'10" West 173.12 feet; thence South 87°43'01" West 1276.02 feet; thence North 30°00'00" West 465.24 feet; thence North 25°00'00" West 536.03 feet; thence along a boundary line agreement recorded as Entry 152258:2006 the following two courses and distances: 1) North 89°45'38" East 1975.85 feet, and 2) North 89°59'04" East 46.61 feet to the point of beginning.

Parcel C:

KEITH HOLDAWAY TO FARM

COMMENCING AT A POINT LOCATED SOUTH 89°46'04" WEST ALONG THE SECTION LINE 418.05 FEET AND NORTH 103.65 FEET AND NORTH 32°15'00" WEST 68.02 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°15'00" WEST 68.78 FEET; THENCE NORTH 88°00'00" EAST 34.65 FEET; THENCE SOUTH 2°00'00" EAST 59.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Neighborhood Plan)



Holdaway Farms District Neighborhood Plan: Application Exhibits

INITIAL SUBMISSION: October 1, 2021

REVISED: November 1, 2021

REVISED: November 15, 2021

REVISED: January 21, 2022

FINAL: April 21, 2022



CHARACTER AND THEME PLAN

HOLDAWAY FARMS NEIGHBORHOOD



CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

ESTATE LOTS

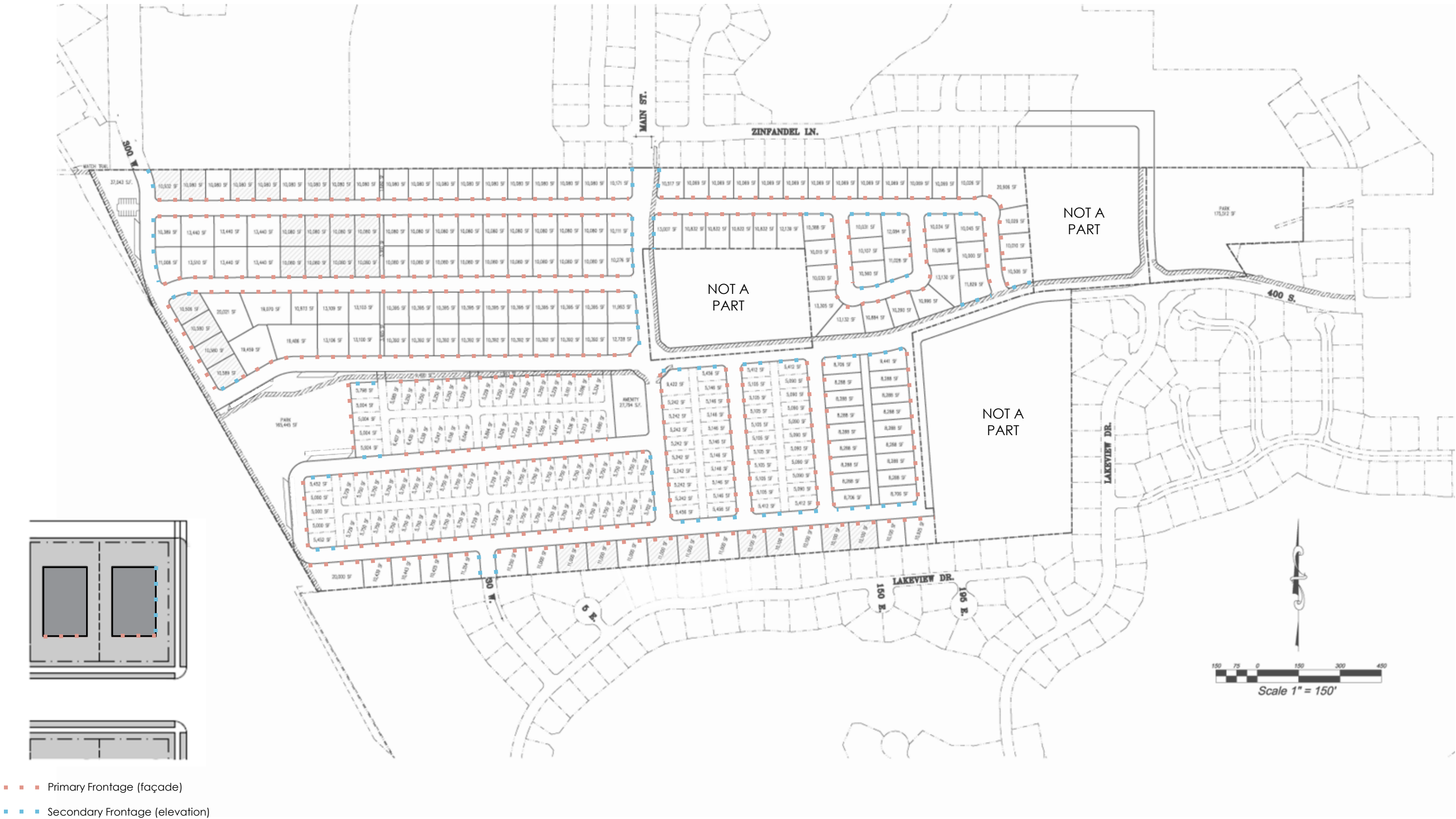




COTTAGE STREET ELEVATION

HOLDWAY FARM
COTTAGE COLLECTION
VINEYARD ~ UTAH

CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN



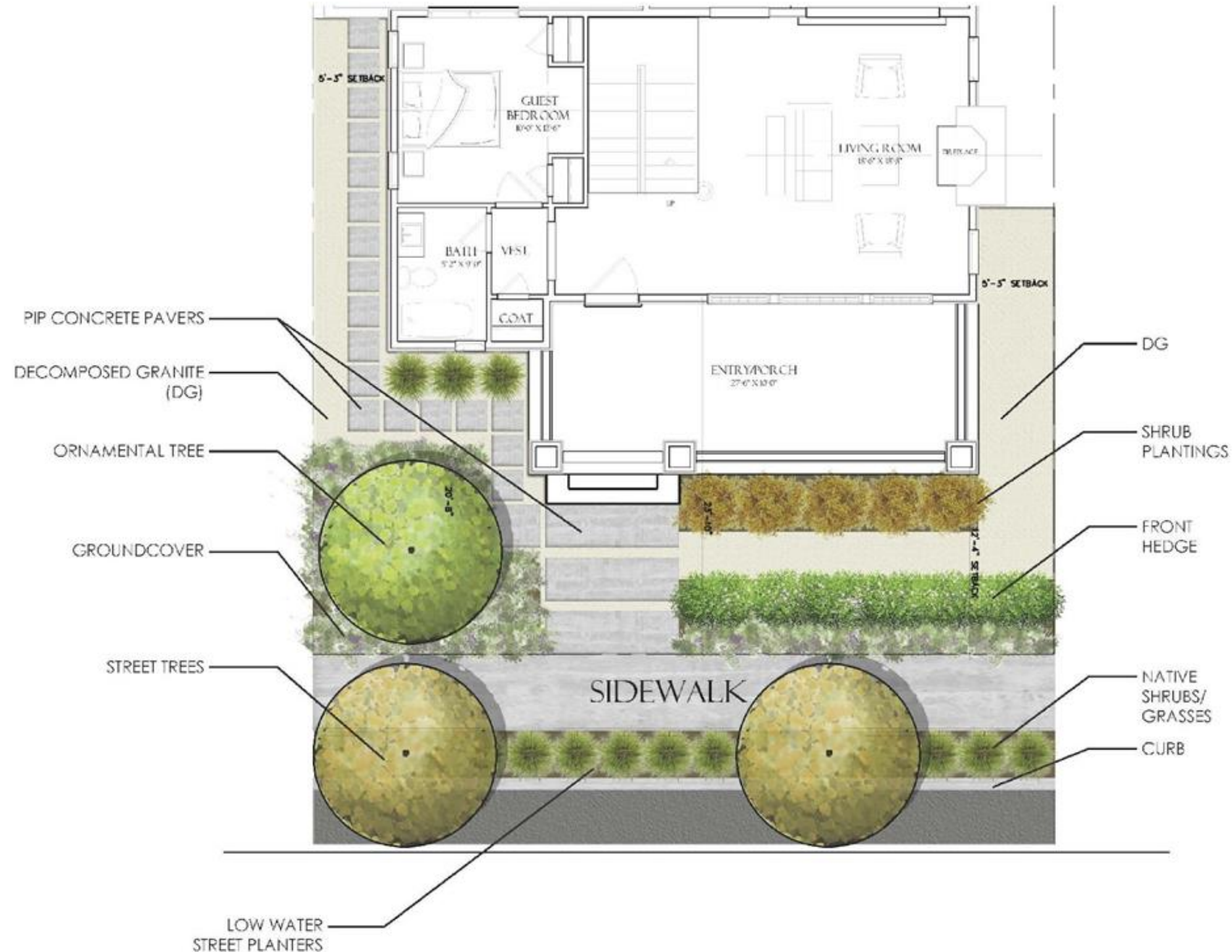
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Waterwise Landscape

- Utilize native and/or drought tolerant trees, shrubs, grasses, and ground covers.
- Eliminate unnecessary turf, especially in areas with low usage (e.g. under trees, sidewalk strips, etc.).
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Increase permeability wherever possible by hardscape materials such as decomposed granite, pavers, and gravel instead of putting impermeable concrete everywhere.
- Encourage on-site water retention with proper grading and aesthetic elements such as dry creek beds or rain gardens.
- Use proper mulching to retain moisture, prevent site degradation, and add aesthetic appeal.

Typical Front Yard Plan w/ Streetscape - Option 1



CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Traditional, Low Maintenance

- Utilize native, drought tolerant, or low maintenance shrubs for front hedges
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Utilize waterwise principles where possible for plantings.

Typical Front Yard Plan w/ Streetscape - Option 2



CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING ALL LOTS

Traditional, Gardens

- Utilize waterwise principles where possible for shrubs and hedges.
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Provide elements such as mixed planting beds and raised boxes for homeowners who are more "hands-on" in the garden.

Typical Front Yard Plan w/ Streetscape - Option 3



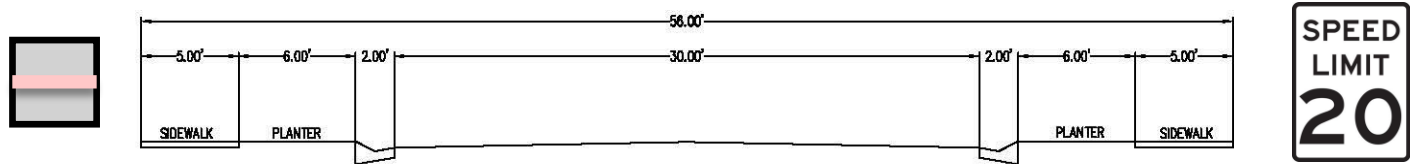
CHARACTER AND THEME PLAN: COMMUNITY SIGNAGE

SIGNAGE TYPE	SPECIFICATIONS	
ADDRESS SIGN 	Quantity	1 per address
	Area	2 sqft max
	Width	24 inch max
	Height	12 inch max
	Depth / Projection	3 inch max
	Clearance	4.5 ft min
	Apex	N/A
	Letter Height	6 inch max

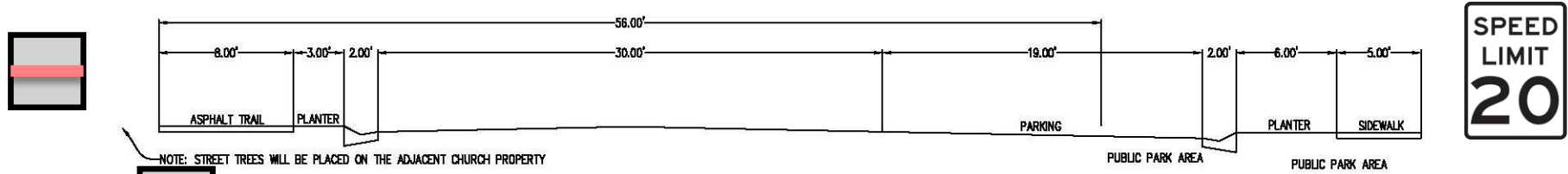
SIGNAGE TYPE	SPECIFICATIONS	
MONUMENT SIGN 	Quantity	1 per vehicular entrance
	Area	Sign - 36 sqft max.
	Width	Sign - 6 foot max.
	Height	Sign - 6 foot max.
	Depth / Projection	N/A
	Clearance	N/A
	Apex	Sign - 8 foot max.
	Letter Height	N/A



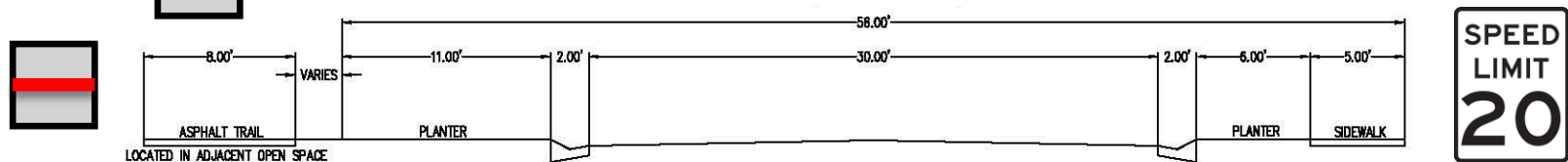
PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



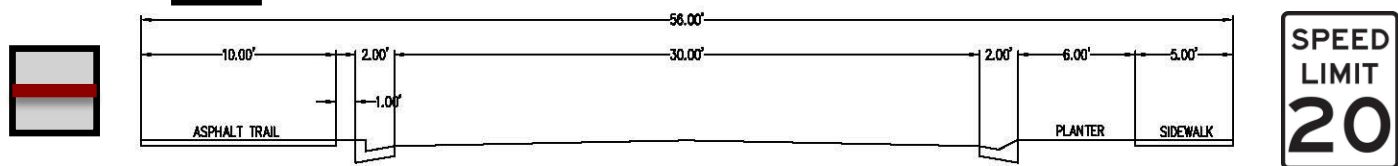
56' LOCAL STREET CROSS-SECTION



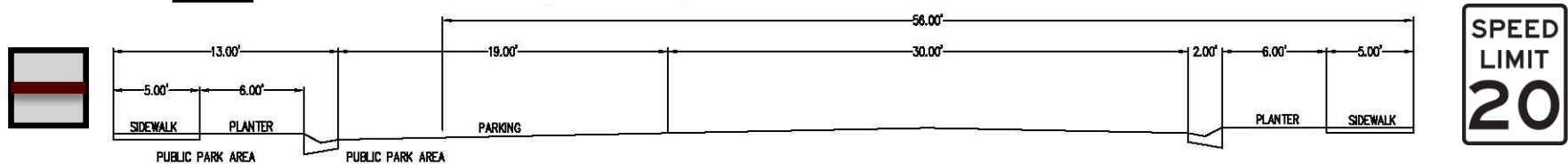
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON LAKEVIEW DR. & PARKING ADJACENT TO PARK



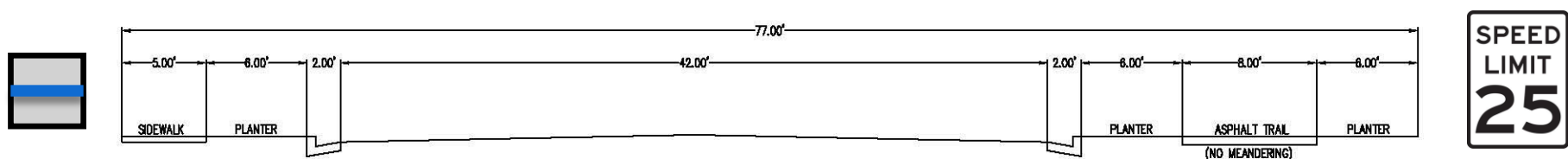
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON 400 SOUTH



56' LOCAL STREET CROSS-SECTION WITH LAKESIDE TRAIL



56' LOCAL STREET CROSS-SECTION WITH PARKING ADJACENT TO PARK



77' PARKWAY STREET CROSS-SECTION

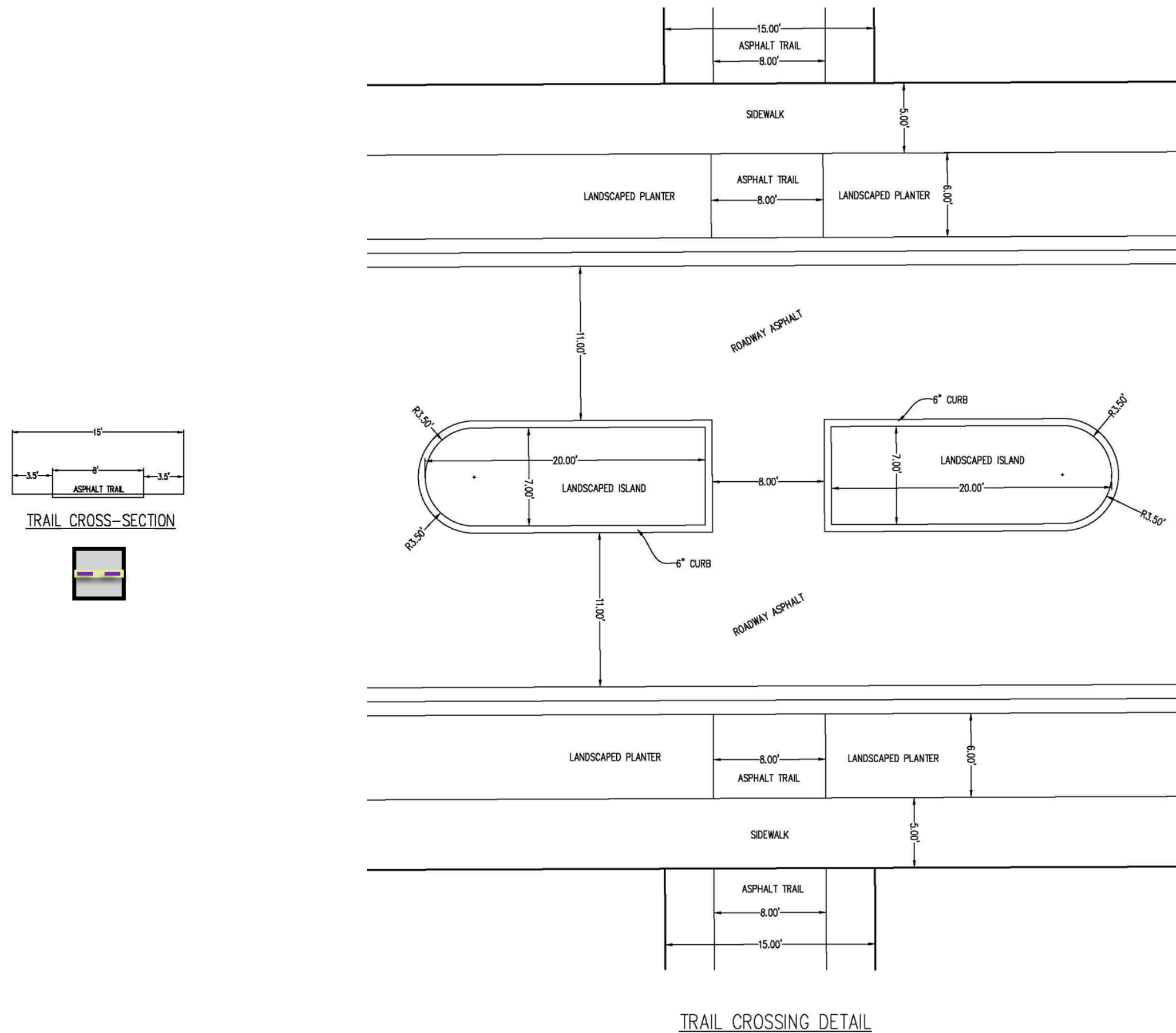


LANE LN-30-20	
TYPE	Lane/Shoulder
MOVEMENT	Yield
DESIGN SPEED	15 MPH
R.O.W. WIDTH	30'
PAVEMENT WIDTH	20' (TBD)
TRAFFIC FLOW	2-way
NO. OF PARKING LANES	None
CURB TYPE	Flat
CURB RADIUS	5'
PLANTER WIDTH	5'
PLANTER TYPE	Continuous
PLANTING PATTERN	N/A
TREE TYPE	N/A
STREETLIGHT TYPE	T3D
STREETLIGHT SPACING	T3D
BIKEWAY TYPE	N/A
BIKEWAY WIDTH	N/A
SIDEWALKS	N/A
SIDEWALK WIDTH	N/A
SETBACK ENCROACHMENT	Prohibited



Rear Lane

PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

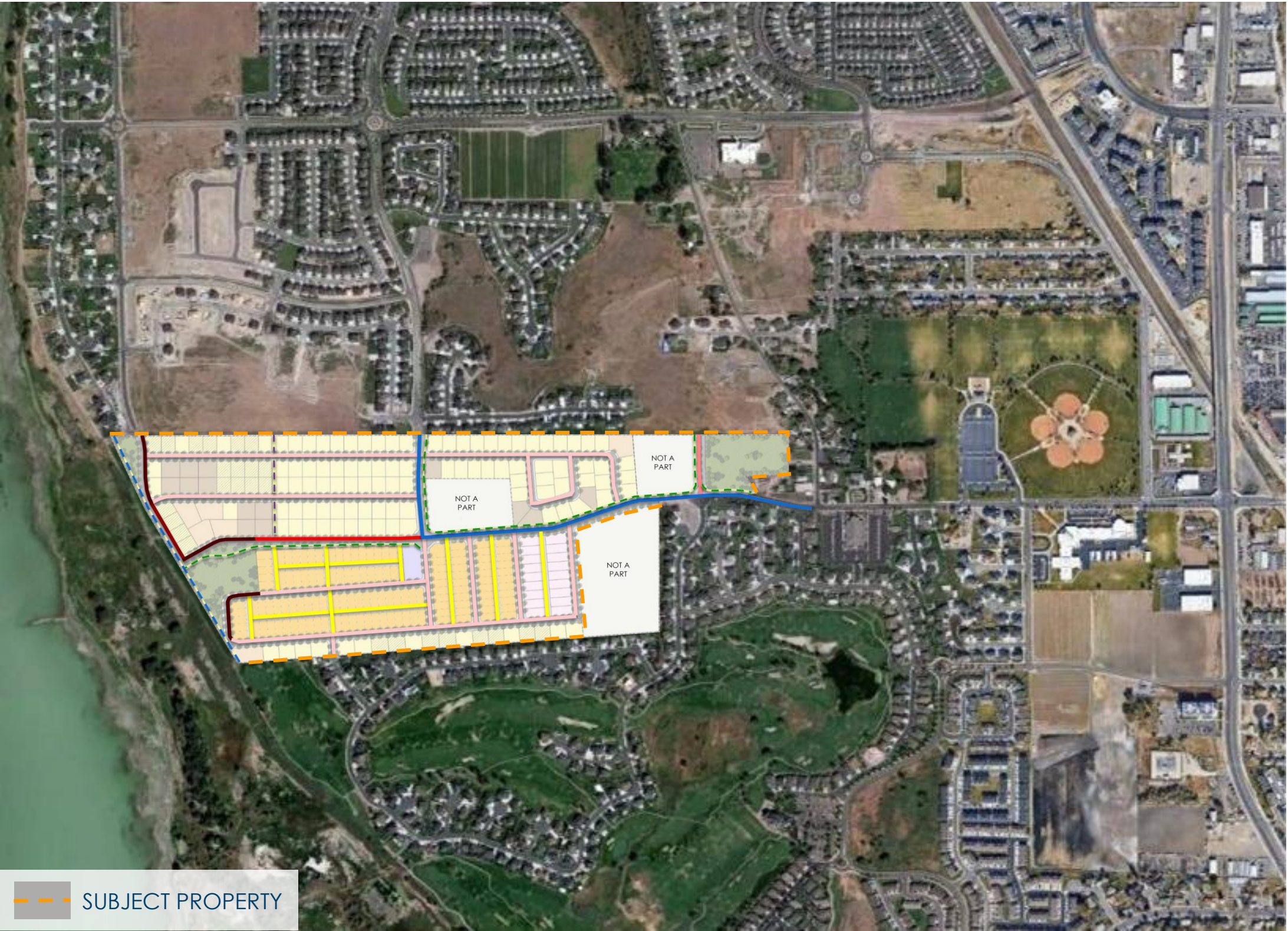


PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

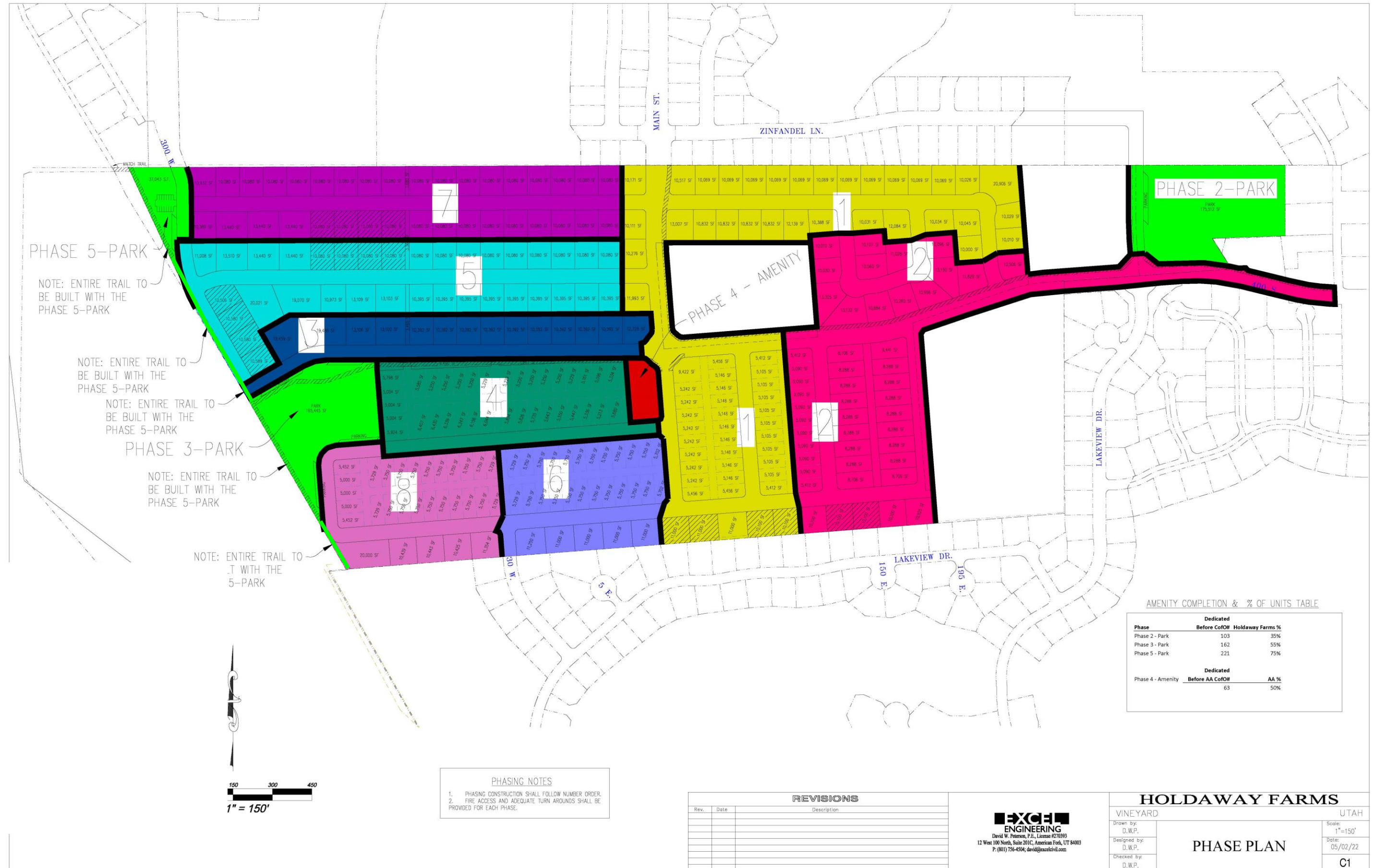
-  Parkway Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Rear Lane
-  Multi-Use Trail
-  Lakeside Trail
-  Neighborhood Trail



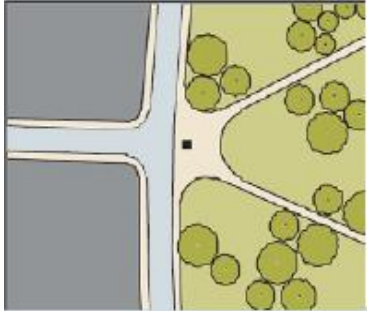
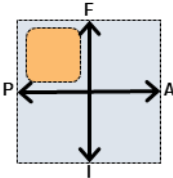
CHARACTER AND THEME PLAN: STREET NAMING PLAN

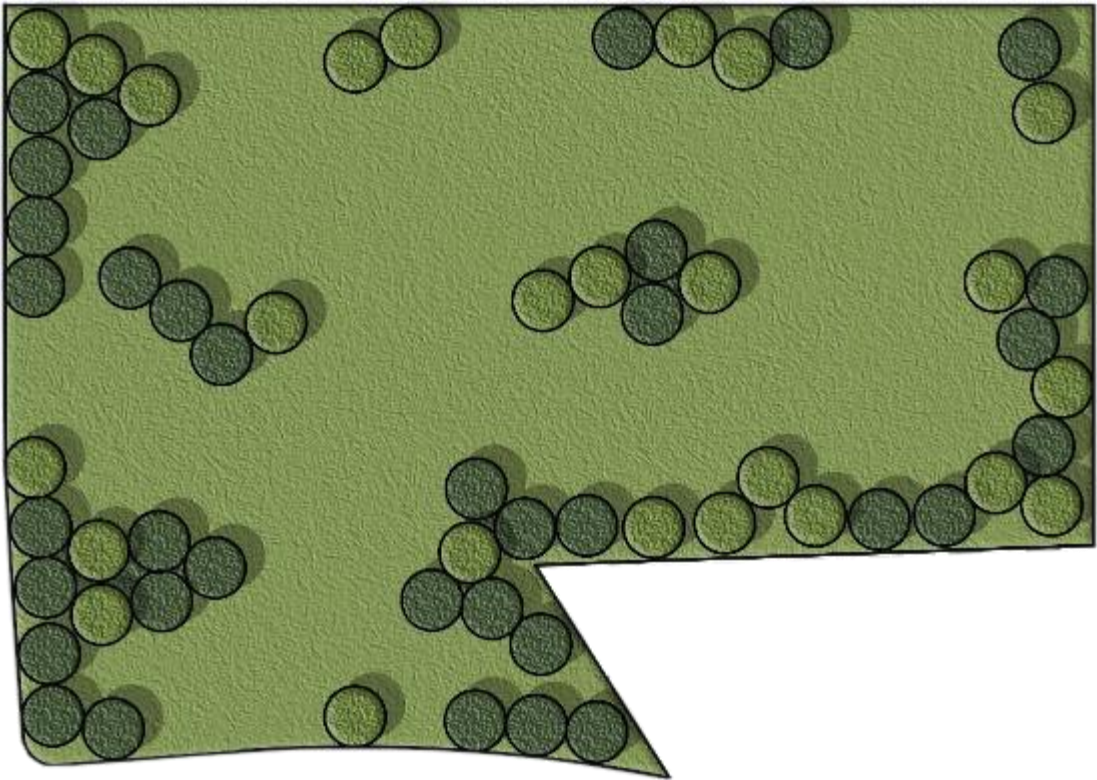


PRELIMINARY PHASING PLAN



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	ENTRANCE PARK
DIAGRAM	
DESCRIPTION	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity
SERVICE AREA	1/2 mile to 2 mile radius
SIZE	Up to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structures, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Passive 



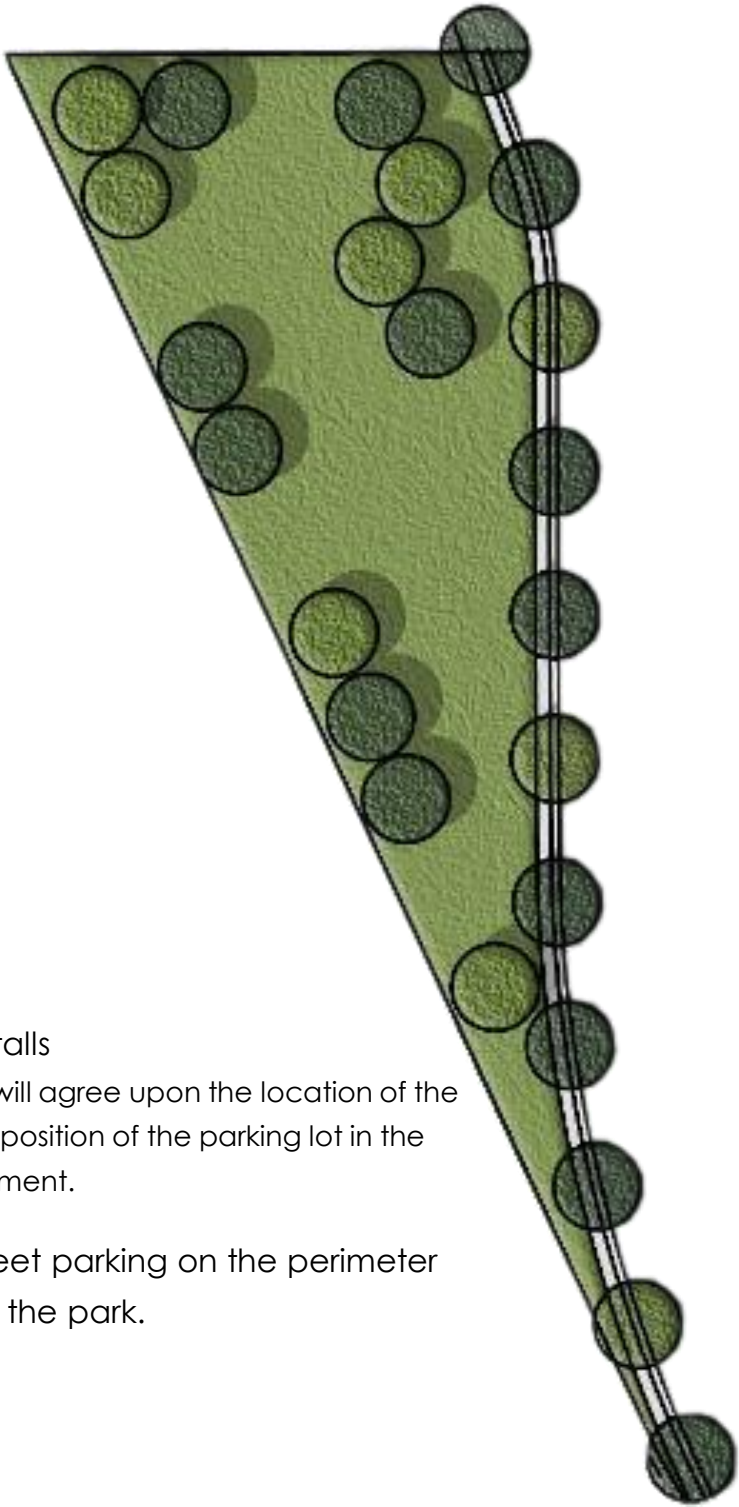
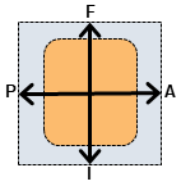
Park Programming

- Recreation play fields
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	NEIGHBORHOOD PARK
DIAGRAM	
DESCRIPTION	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.
SERVICE AREA	1/4 to 1/2 mile radius
SIZE	0.5 to 2 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive

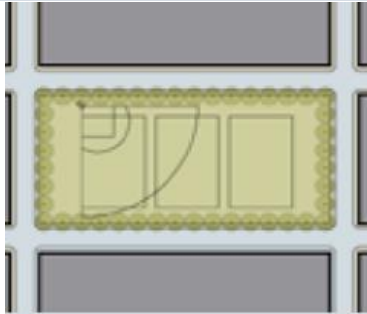
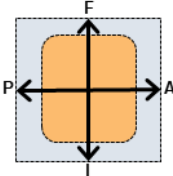


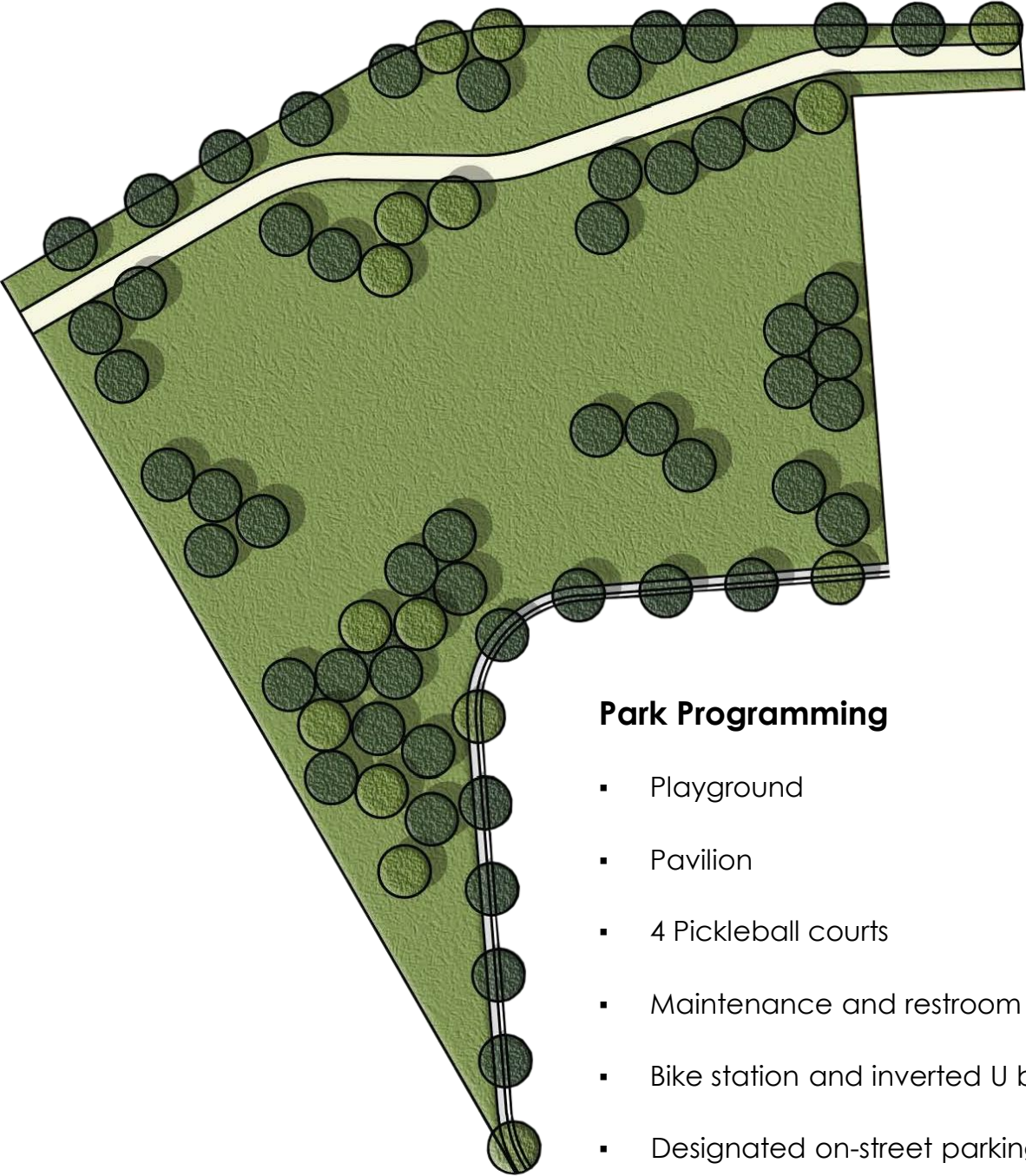
Park Programming

- Up to 14 parking stalls
Developer and City will agree upon the location of the entrance to and the position of the parking lot in the Development Agreement.
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

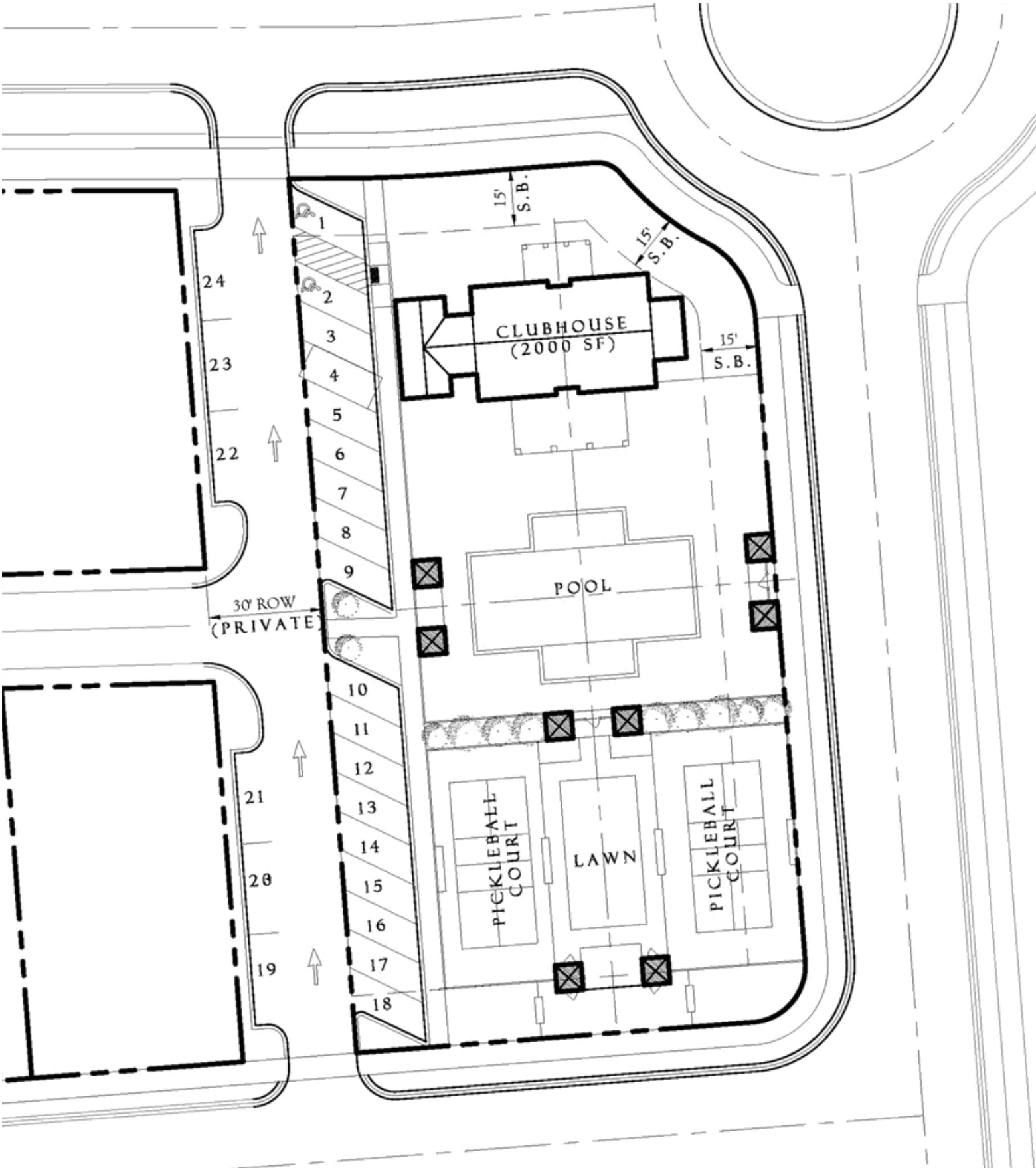
CIVIC OPEN SPACE TYPE	COMMUNITY PARK
DIAGRAM	
DESCRIPTION	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.
SERVICE AREA	1/2 to 2 mile radius
SIZE	2 to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 



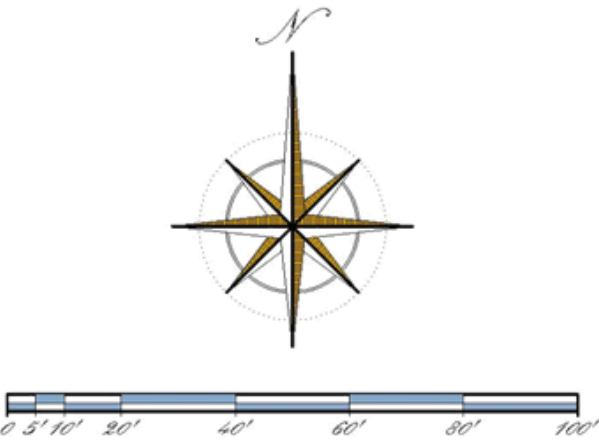
Park Programming

- Playground
- Pavilion
- 4 Pickleball courts
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.





ACTIVE ADULT CLUBHOUSE
HOLDWAY FARMS, VINEYARD, UTAH



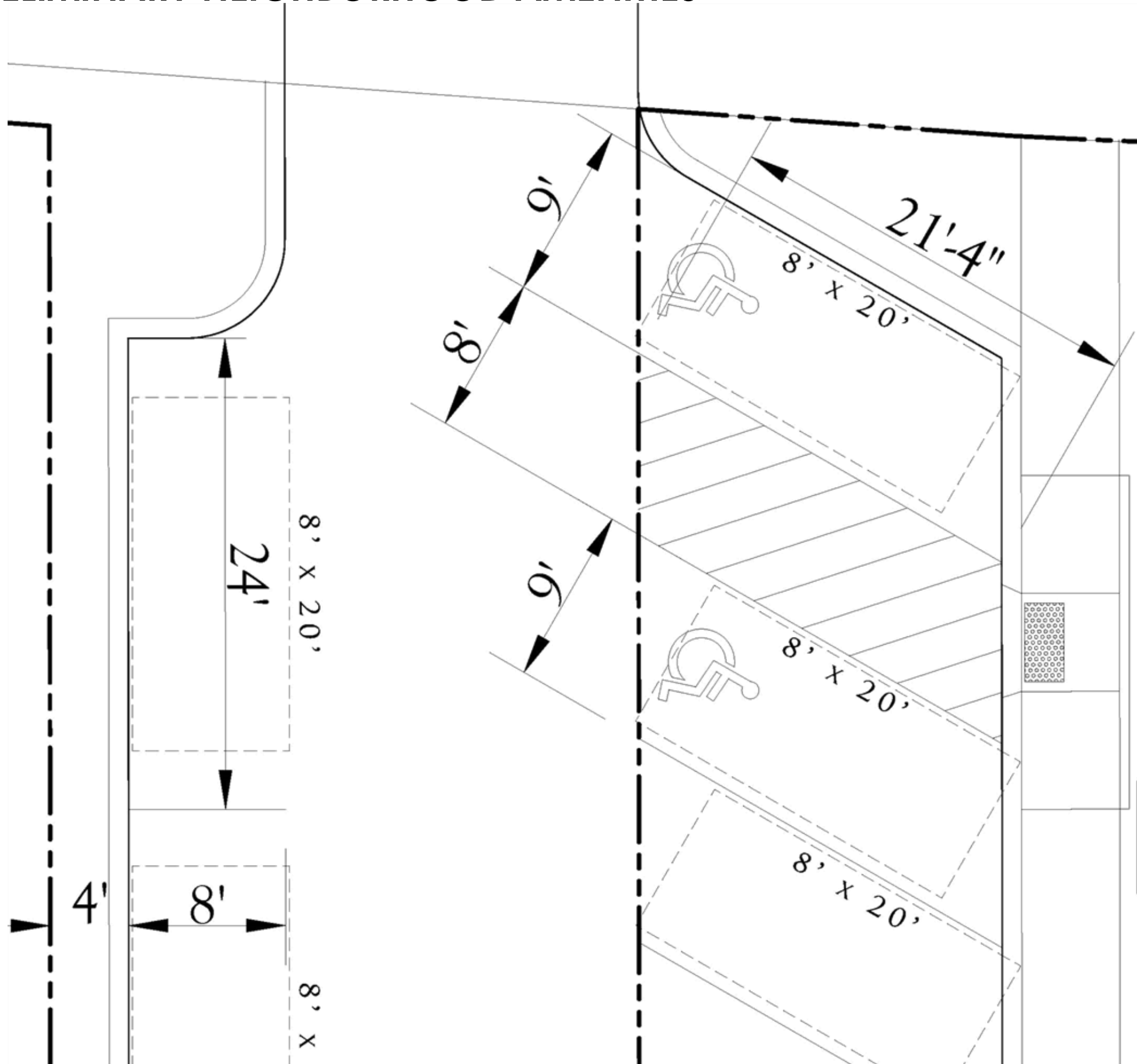
GOODBORO DEVELOPMENT
and
BRADFORD R. HOUSTON
DESIGN STUDIO

PRELIMINARY SITE PLAN

SITE DATA	
<u>PROPERTY SIZE</u>	
26,843.43 SF (0.6162 ACRES)	
<u>PARKING</u>	
18 DIAGONAL SPACES	
6 PARALLEL SPACES	
<u>TOTAL PARKING</u>	
24 SPACES	

PRELIMINARY NEIGHBORHOOD AMENITIES

COTTAGE LOTS



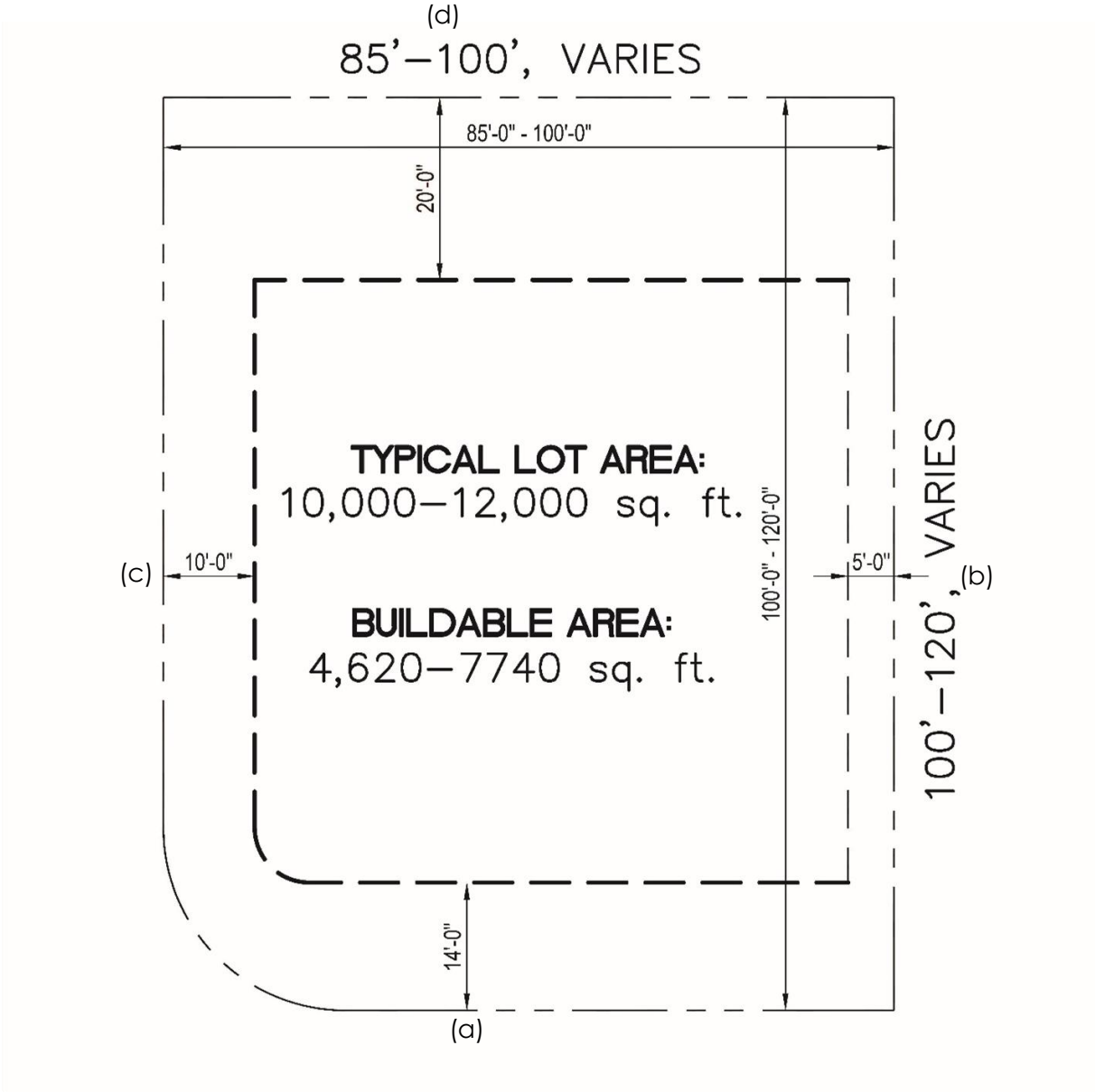
PARKING DETAIL



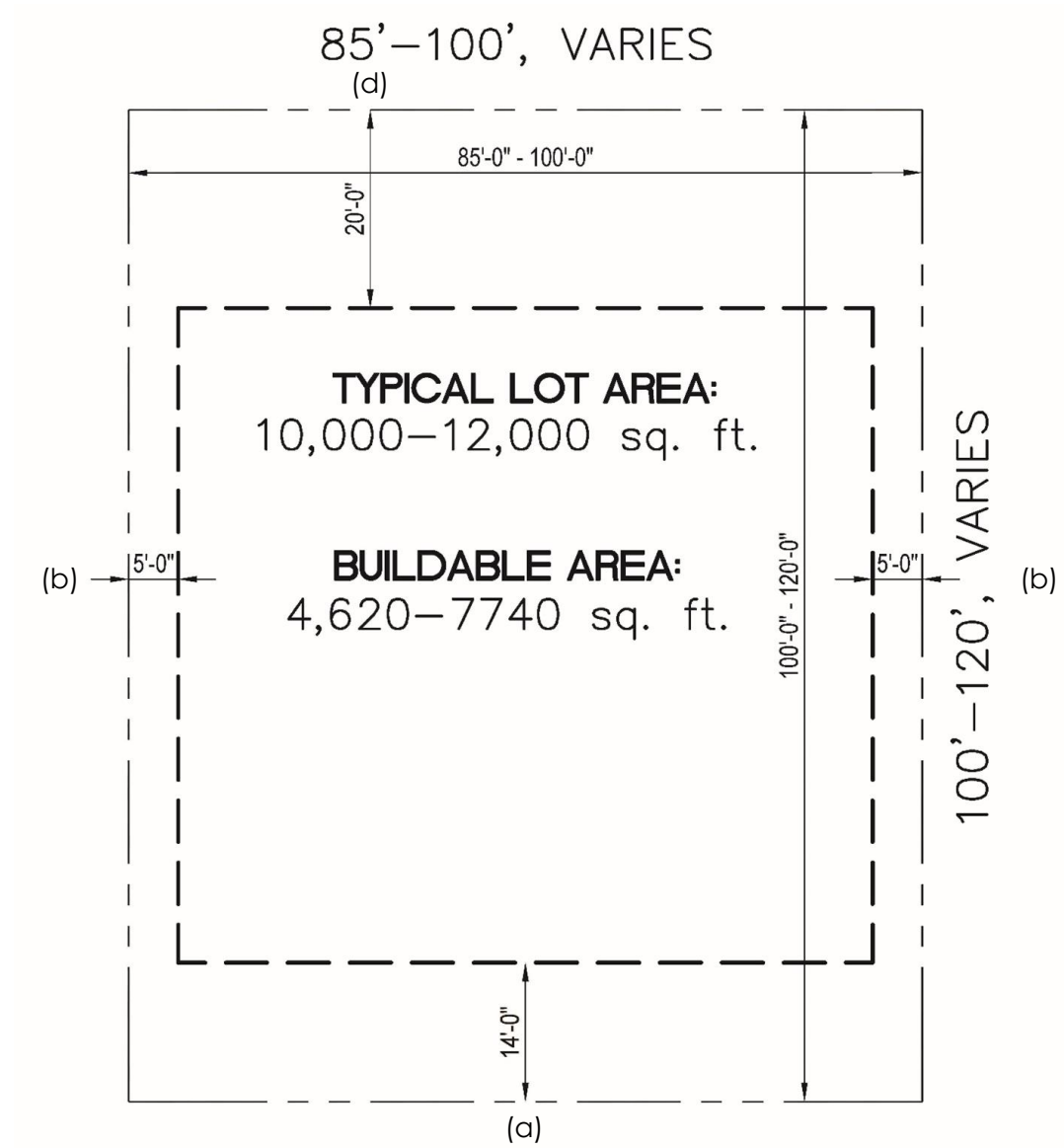
REFERENCED STANDARDS
2022 VINEYARD
ZONING CODE
15.38
PARKING
&
LOADING REQUIREMENTS

LOTING PLAN: ESTATE LOTS

ESTATE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	60% max.
Lot Frontage	85 – 207 ft.
Lot Depth	100 - 205 ft.
Off-Street Parking	4 - 6 stalls
SETBACKS	
(a) Front Setback	14 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	10 ft. min.
(d) Rear Setback	20 ft. min.



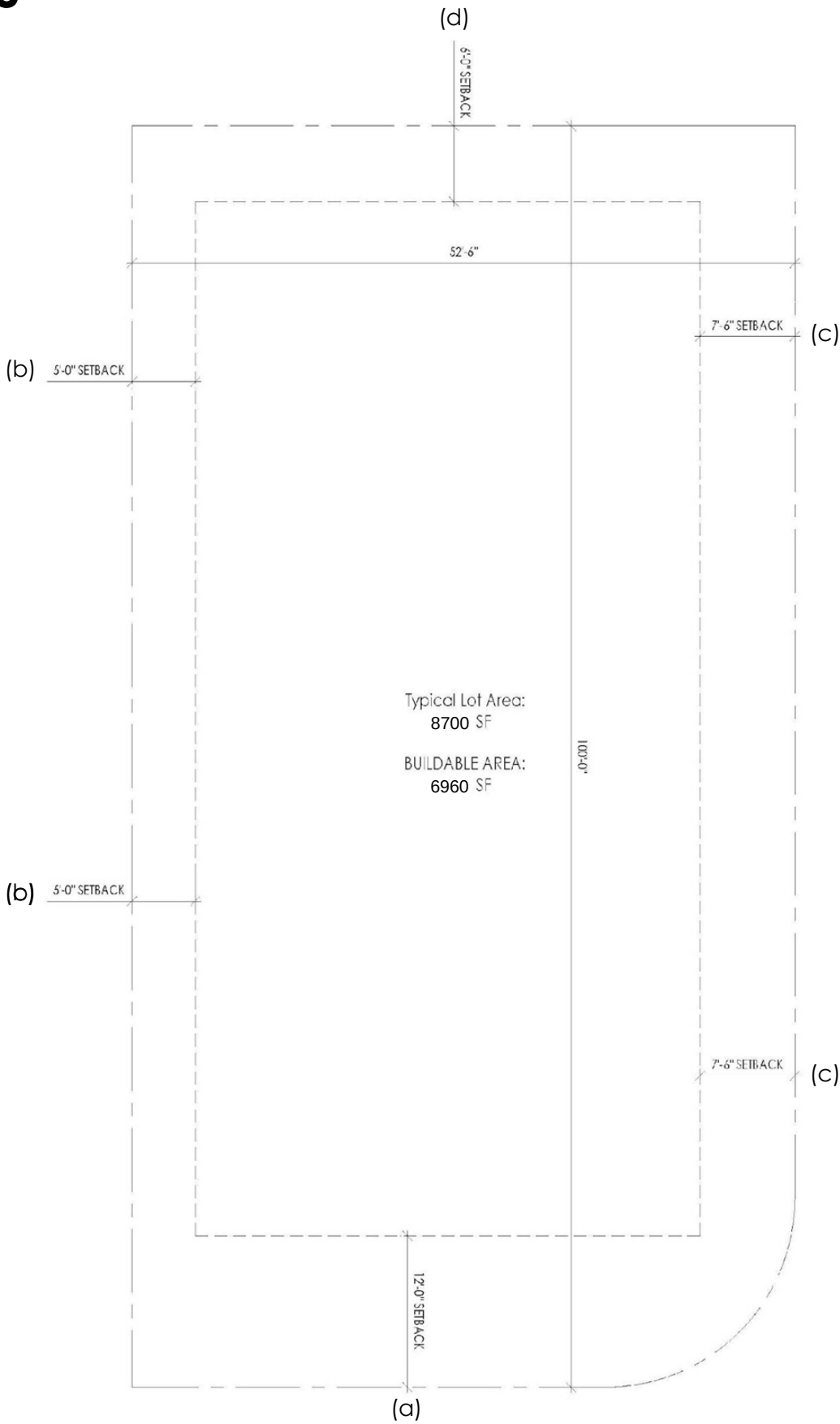
CORNER LOT



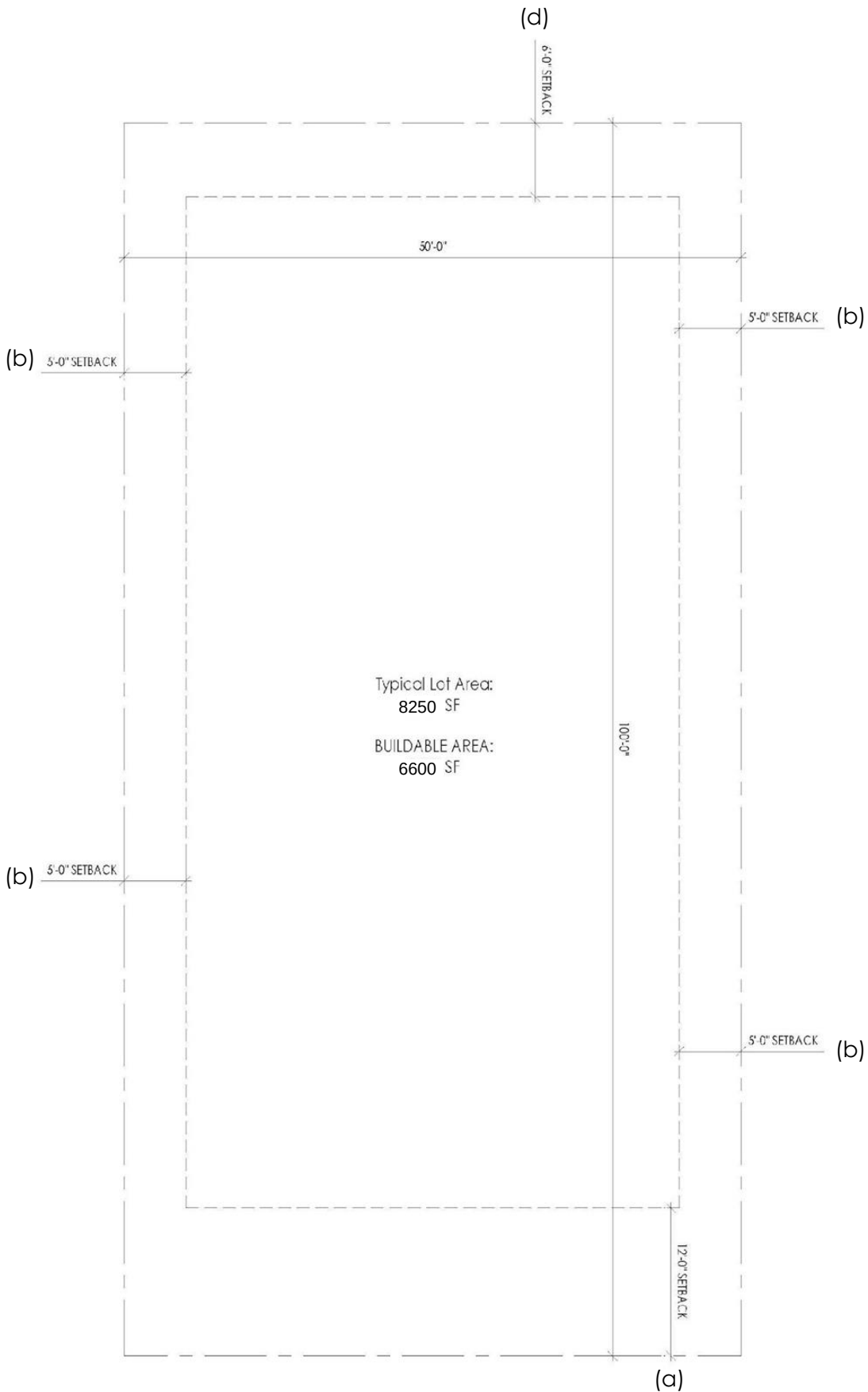
INTERIOR LOT

LOTING PLAN: VILLAGE LOTS

VILLAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	60 - 64 ft.
Lot Depth	135 - 145 ft.
Off-Street Parking	4 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.



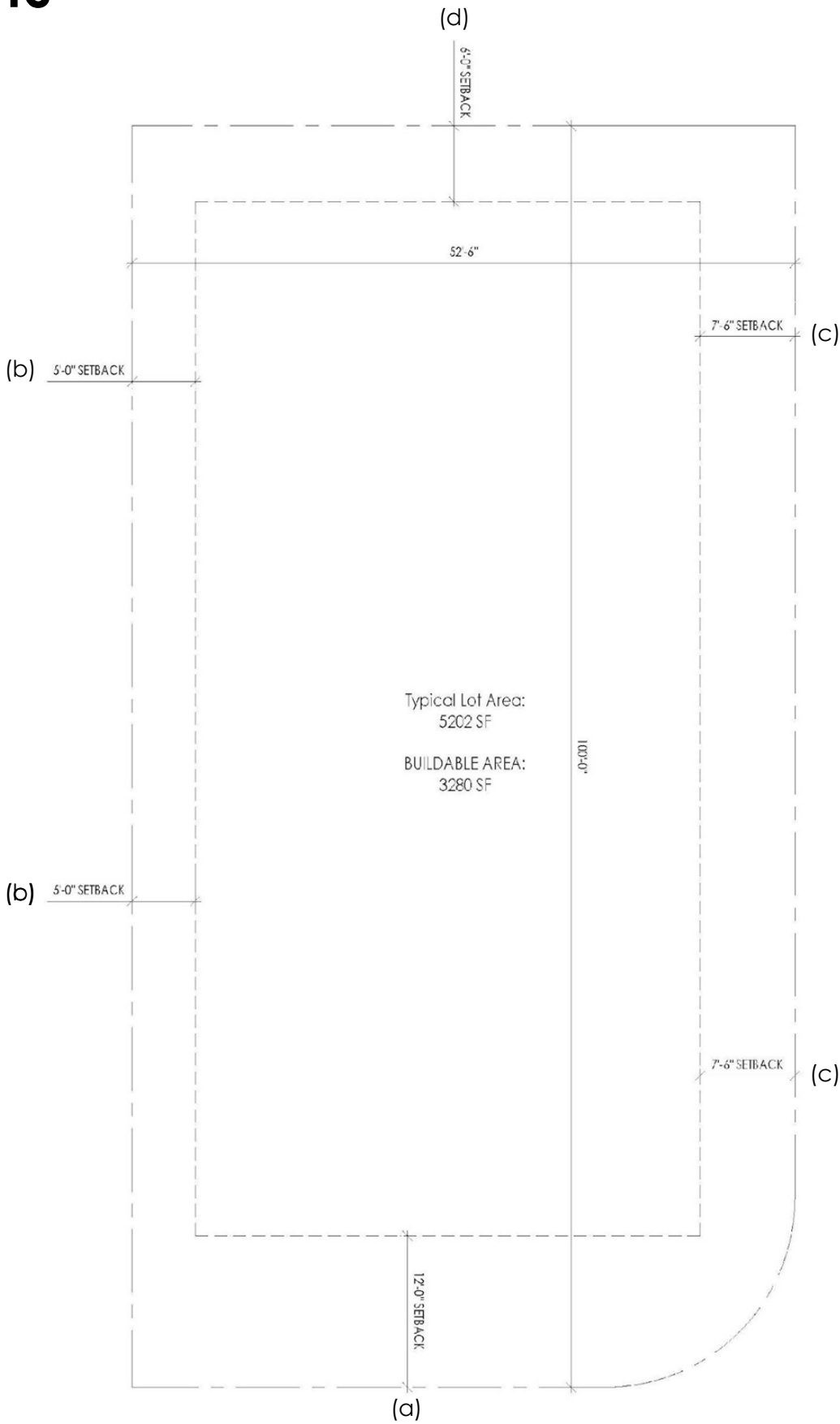
CORNER LOT



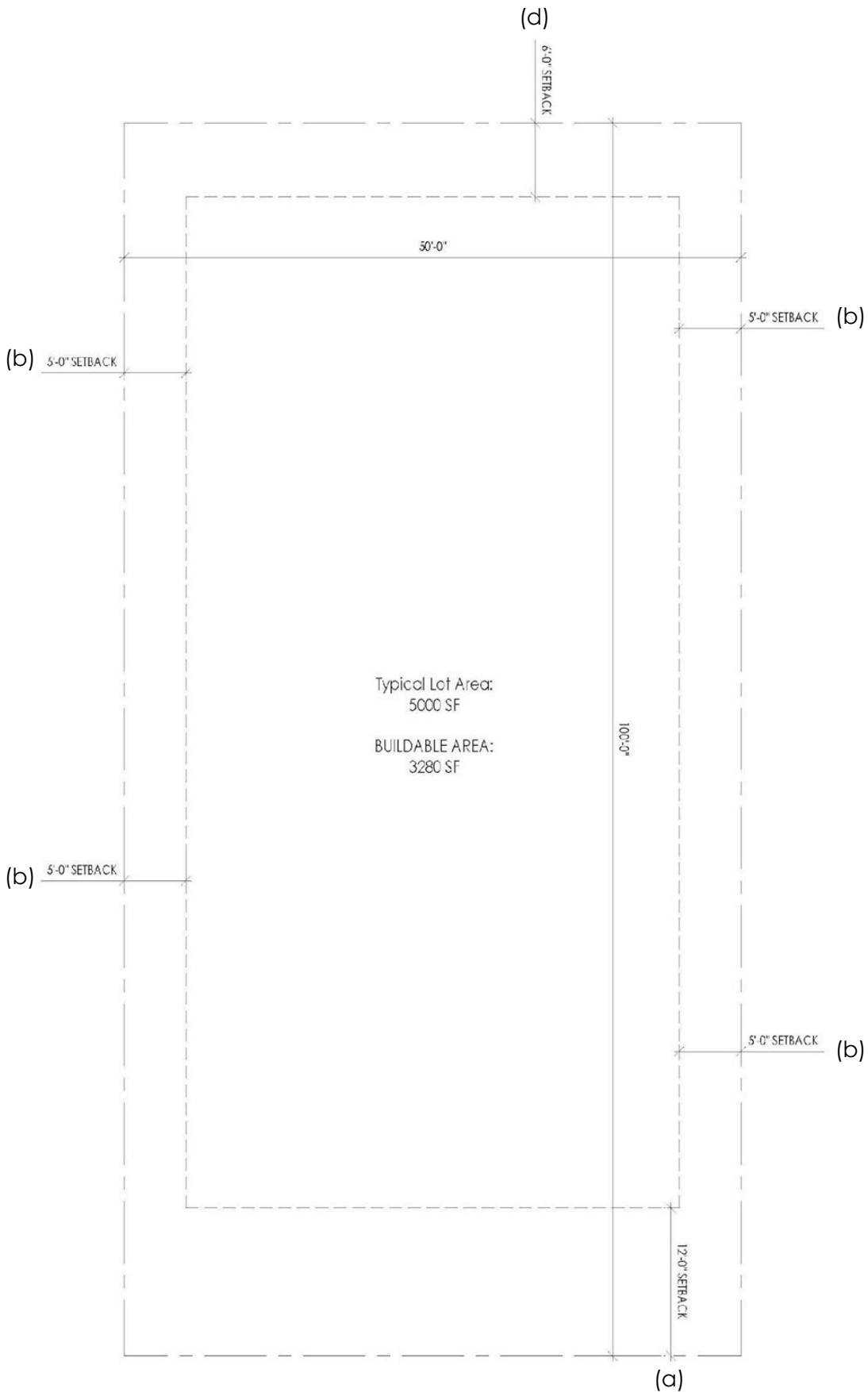
INTERIOR LOT

LOTTING PLAN: COTTAGE LOTS

COTTAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	45 - 61 ft.
Lot Depth	100 - 130 ft.
Off-Street Parking	3 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.

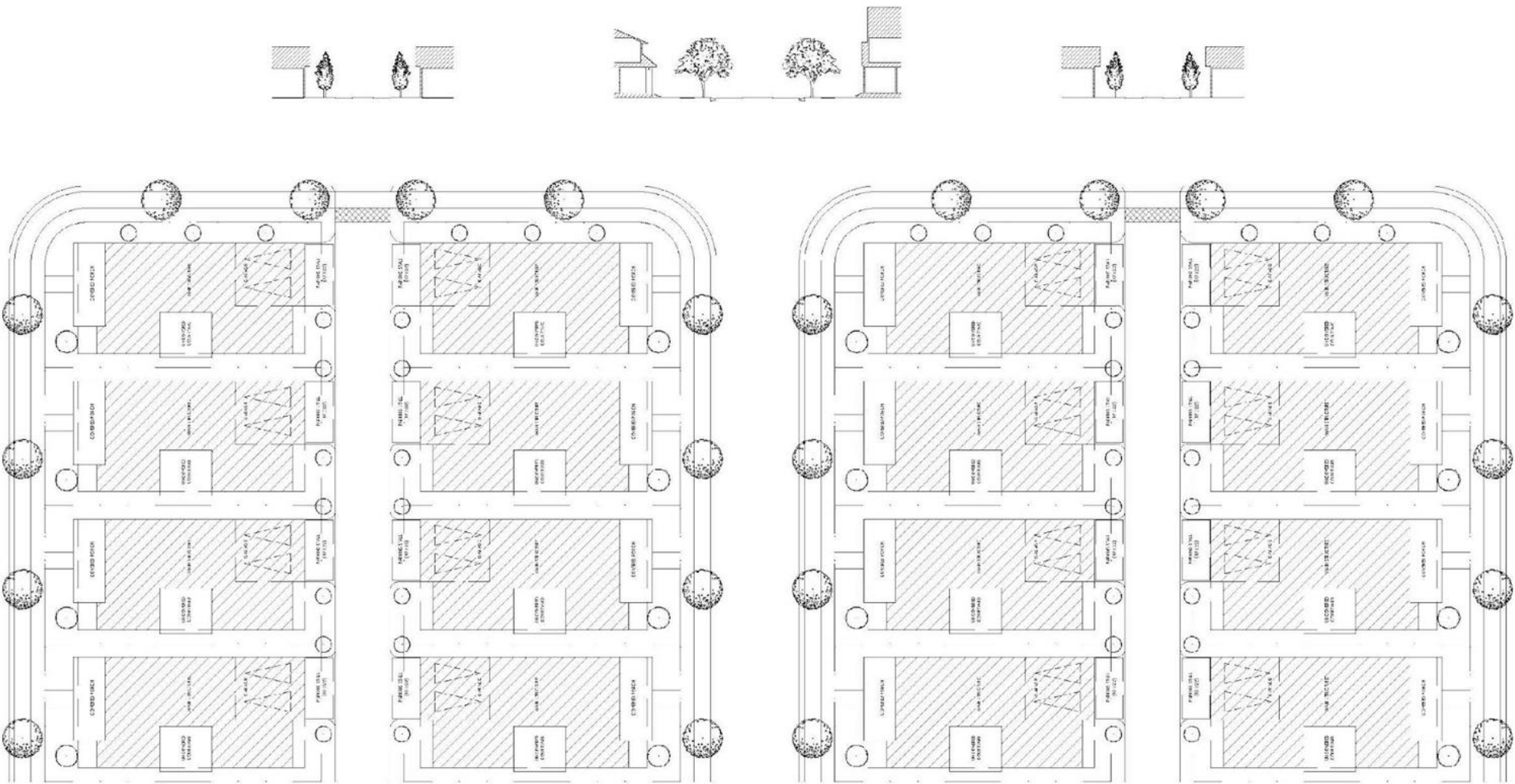


CORNER LOT

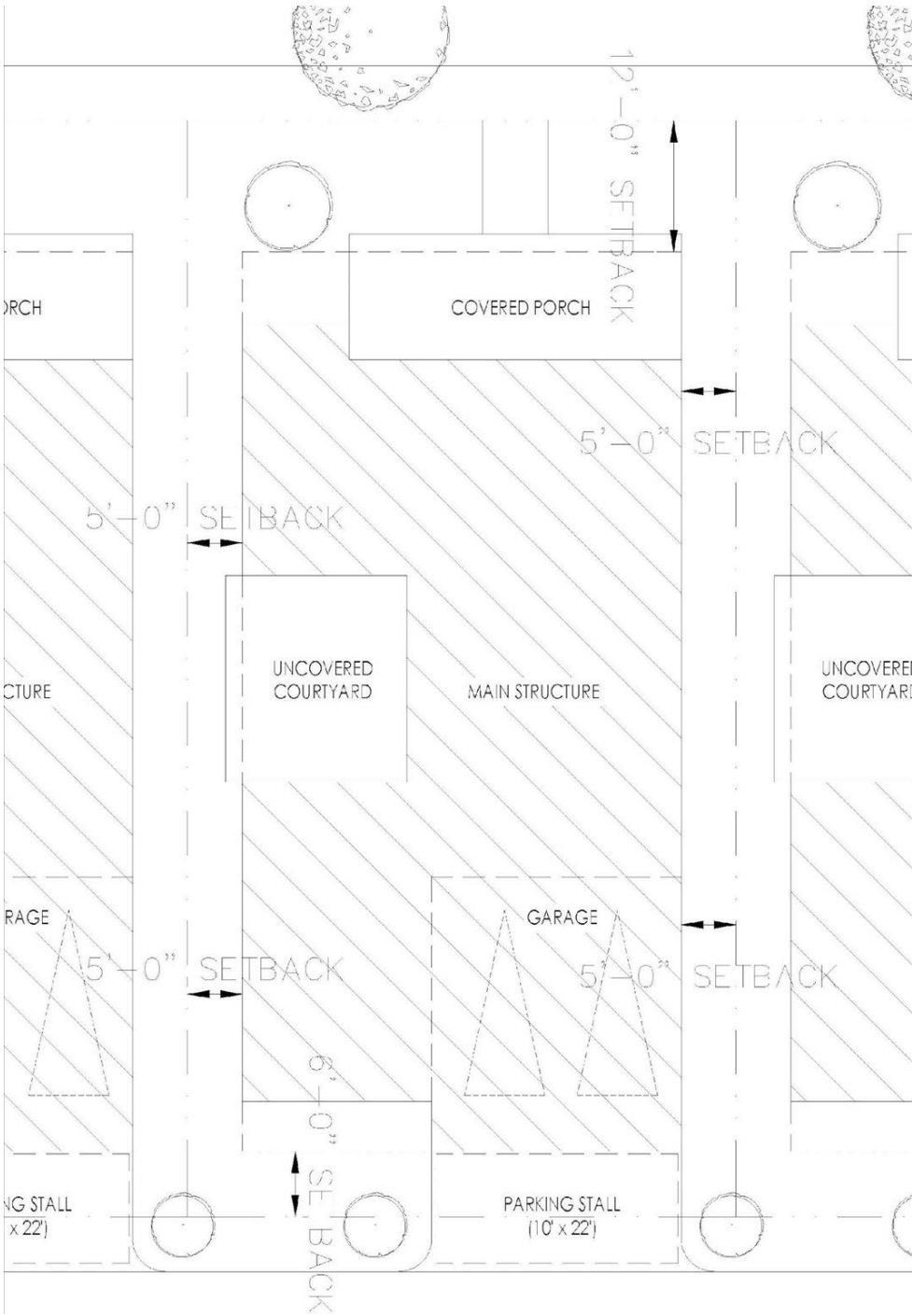


INTERIOR LOT

PARKING PLAN: COTTAGE LOTS



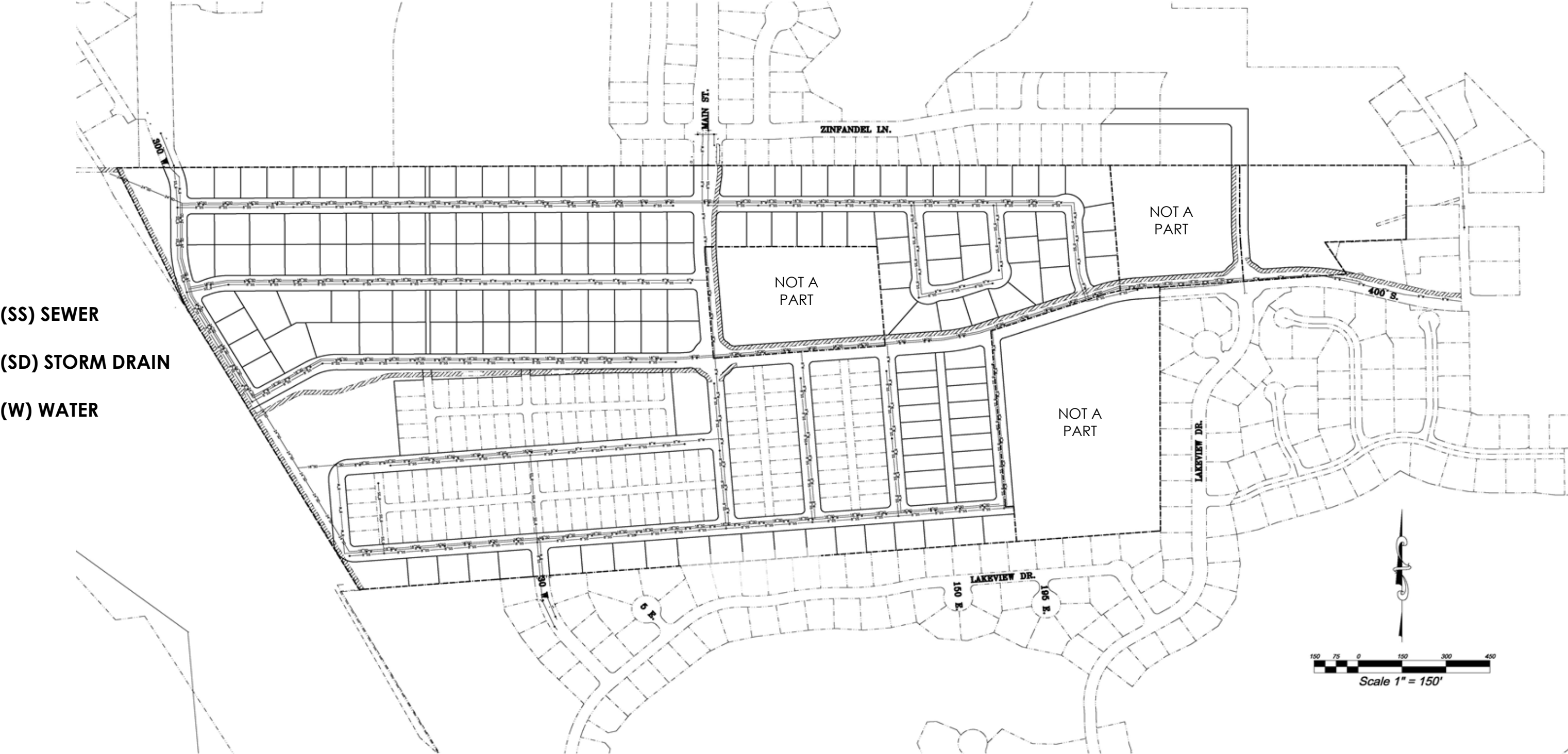
BLOCK LAYOUT



LOT LAYOUT

Description	Units	Stalls/Unit	Total Stalls
Parking provided	127	3.0	381.0
Parking required	127	2.5	317.5
Excess parking		0.5	63.5

CONCEPTUAL UTILITY PLAN



The City and Developer will agree in the Development Agreement upon the detailed phasing and timing of utilities, which phasing shall be consistent with the Phasing Plan in the Neighborhood Plan

EXHIBIT C
(Zoning Ordinance)

6 Holdaway Farms District

6.02 Purpose And Intent

6.04 District Location

6.06 Neighborhood Plan Required

6.08 Density

6.10 Process

6.12 Amendments To Approved Neighborhood Plans

6.14 Submission Requirements

6.16 Development Standards

6.18 Parking

6.20 District Uses

6.02 Purpose And Intent

1. Purpose and Intent. The purpose of the Holdaway Farms District (HF) is to allow for the establishment of residential neighborhoods, which display a mix of housing and open space types that facilitate lifestyle choices and opportunities for persons from a broad range of demographics and socioeconomics. Developments in the HF shall be designed to integrate households for different phases of life into a blended community through the allowable housing mix, which generates more complete and authentic neighborhoods.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.04 District Location

Refer to [EXHIBIT "A"](#)

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.06 Neighborhood Plan Required

A Neighborhood Plan will be required to guide future development in the HF. The submission requirements for a Neighborhood Plan are outlined in Section 7. Neighborhood Plans include the identification and placement of lot types, open space types, and infrastructure, utilities, and other aspects for future construction.

1. Neighborhood Plans shall include new streets and trails, ensuring the resulting blocks and the urban fabric are walkable and bikeable.
2. Neighborhood Plans identify the overall theme of a community. All elements of the development shall follow a unified theme.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.08 Density

1. This land use zone recognizes that in order for the City to be a well-rounded community, a variety of different housing styles, types and sizes should be permitted. The overall residential density within the district described in Section 2 shall not exceed 3.25 units per acre.
2. Project design should be context-sensitive. Proposed uses adjacent to existing development should be compatible in terms of density and provide an appropriate transition to higher intensity areas when applicable.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.10 Process

The process for the review and consideration of a Neighborhood Plan in the HF will be as follows, unless otherwise specified:

1. The Planning Commission shall conduct a public hearing on a Neighborhood Plan and shall make a recommendation to the City Council.
2. The City Council is the Land Use Authority for Neighborhood Plans and authorized to approve, approve with conditions, or deny a proposed Neighborhood Plan.
3. The same noticing requirements provided for amending zoning district maps under the Vineyard Zoning Ordinance shall apply to Neighborhood Plan applications and associated amendments.
4. A Development Agreement, which is compliant with an approved Neighborhood Plan, shall be required and shall meet the relevant provisions of City Code. A Development Agreement may be submitted simultaneously with, or after the approval of, a Neighborhood Plan.
5. Preliminary and Final Plats shall meet all requirements set forth under the Vineyard Subdivision Code [Title 14](#). Site Plans shall be in conformance with requirements of Section [15.36](#) of the Vineyard Zoning Ordinance except as otherwise provided herein.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.12 Amendments To Approved Neighborhood Plans

Modifications to the Neighborhood Plan text or exhibits may occur in accordance with the following amendment process:

1. Major Amendments: If an amendment is deemed major by the Community Development Director, the required approval process will be the same as that of the original Neighborhood Plan. Major amendments are modifications that change the intent of the Neighborhood Plan such as:
 - a. Those that significantly change the character or architecture of the Neighborhood Plan;
Those that decrease the size of parcels;
 - b. Those that increase or transfer residential density and non-residential intensity; and
 - c. Those that materially reduce open space amenities, or the amount of land dedicated to parks, trails, public use space, natural areas, or public facilities as shown on the approved Neighborhood Plan.
2. Minor Amendments. Minor amendments are accomplished administratively by the Community Development Director. Minor amendments include simple modifications to text or exhibits such as:
 - a. Minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - b. Minor changes in the configuration of parcels;
 - c. Changes in the Phasing Plan that don't impact the delivery of Open Space and arterial Right of Ways.
3. Minor modifications of land use boundaries; and
4. Interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.14 Submission Requirements

Neighborhood Plans shall be required to include the following:

1. Character and Theme Plan - identifying the organizational design framework, showing a clearly recognizable neighborhood character and theme, while also distinguishing the neighborhood from others and cohesively unifying the neighborhood through its distinctive design elements. Community character and theme elements may include the following:
 - a. General Architecture — Identifying the proposed architectural styles and themes.

- b. Architectural Frontage Plan identifying the primary and secondary frontage for each building lot.
- c. Open space, landscaping, and recreational design concepts.
- d. Conceptual community signage and place identification.
- e. Street Naming Plan.

2. Transportation Network and Street Plan that shall include:

- a. Adjacent streets;
- b. Modifications to existing streets, if any;
- c. A key for the street network;
- d. Existing, new, and modified streets, rear lanes, and/or shared drives including:
 - i. Centerline radius,
 - ii. Data table indicating ownership,
 - iii. Right-of-way width,
 - iv. Number of vehicular lanes,
 - v. Street type; and
 - vi. Transportation provisions
- e. Any public existing or proposed bicycle ways, and trails within and adjacent to the Neighborhood Plan area; and
- f. Local street network consisting of all new streets within the neighborhood.

3. Preliminary Phasing Plan - including conceptual phase boundaries, acreages, and sequence of the identified phases. The preliminary phasing plan shall reflect conceptual public infrastructure such as streets, utilities, and open space areas. Private amenities and open space shown in the Neighborhood Plan shall be constructed no later than the middle phase of the overall HF development timeline. Specific phase timelines for public amenities and infrastructure will be established in the development agreement.

4. Open Space Plan - for each area assigned as open space including:

- a. General type, use, and programming concepts of all open spaces;
- b. Conceptual landscape treatment, proposed activities; and
- c. Recreational amenity concepts (public vs. private and active vs. passive).

5. Lotting Plan — including a conceptual plan for Lot Types and Parking to include:
 - a. Layout and Description of all lot and unit types.
 - b. Building configurations including number of buildings per lot, lot dimensions, building height, and parking.
 - c. Setbacks for principal and accessory buildings.
 - d. Lot coverage.
 - e. Lot frontage.
 - f. Off-street parking.
6. Conceptual Utility Plan — preliminary schematic with existing and conceptual proposed utility alignments to show how property will be served including drainage (land & storm water), sewer, culinary and secondary water connections and any other existing or conceptual proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project. Due to high ground water levels, residential units with a basement level shall require a foundation drain and connection to an approved land drain system, unless such requirements are deemed unnecessary by the City Engineering Department based on geotechnical or other related analysis. All public utilities shall be located in a street or alley sufficiently designed to allow proper spacing and access for maintenance.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.16 Development Standards

1. Lot Standards - The Lotting Plan shall contain a variety of housing types and shall address the following:
 - a. Lot types, sizes, configurations, and neighborhood compatibility. Transitions should be proposed from uses and development standards on adjacent developments.
 - b. Lots for neighborhood support uses, including but not limited to churches and schools, if deemed necessary, which are adequate to serve the future population of the neighborhood. In a manner consistent with state and federal law, the applicant will coordinate with applicable organizations (such as the school board) to determine the future demand for such facilities.
2. Transportation and Street Networks. - The street network plan must map streets and intersections as follows:
 - a. All streets must connect to other streets with intersections, forming a network.
 - b. New streets must connect wherever possible to streets outside of the neighborhood.
 - c. The right-of-way (ROW) width of new streets is subject to approval by the City Engineer and subject to compliance with all

current engineering and public safety standards.

- d. New street types may be presented but require review by the City Engineer and approval by the City Council as part of a specific Neighborhood Plan.
- e. Rear lanes and shared drives must comply with public safety standards.
- f. Rear lanes must be accessed by a minimum of two points along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.
- g. Shared drives are accessed by one point along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.

3. Open Space.

- a. A minimum of ten percent (10%) of the gross area of the proposed neighborhood plan shall be dedicated towards improved and publicly accessible open space.
- b. Required minimum open space areas shall include amenities serving a public benefit and shall be identified in the Neighborhood Plan and Development Agreement. Amenities provided may include, but are not limited to, pavilions, wayfinding signage, sports courts and fields, bicycle infrastructure, playground facilities, dog parks, public restrooms, maintenance facilities, water features and trail corridors.
- c. Objectives of open spaces in a Neighborhood Plan shall consist of the following:
 - i. Create neighborhood gathering places.
 - ii. Promote the character and theme of the neighborhood.
 - iii. Create a comprehensive open space system within the neighborhood based on a hierarchy of activity(active -vs- passive), programming(formal -vs- informal), and users (children, teenagers, and/or adults).
 - iv. Provide connections to natural open space of the Utah Lake Shoreline and regional trail systems.
 - v. Provide distribution/proximity of open space within a short walking distance of every home.
 - vi. May provide dual purpose(s) with ecological functions (when appropriate) within the open space type.
- d. Signage and Entry Features. - All signs shall comply with City Code Sign Regulations with the following exceptions:
 - i. In establishing a strong neighborhood theme and character, an architectural entry structure will be permitted. The sign portion of an Entry Structure for a residential development containing fewer than 100 dwelling units shall not exceed 7.5 feet in height; the sign portion of an Entry Structure for a residential development containing 100 or more units shall not exceed 10 feet in height.
 - ii. The architectural structure will require review and approval by the City Council. An artistic feature may be placed above the 10-foot maximum height for signs. The artistic feature will not be allowed to be illuminated.

e. Architectural Standards.

- i. HF should provide a variety of home styles, textures, and colors on each street to create a diverse and varied street scene. Neighborhoods with minimal visual variation, and homogenous application of the approved architectural styles are not permitted in order to ensure that street scenes are non-repetitive. Variation shall be achieved through a combination of architectural styles, materials, material textures, colors, and floor plans. Guidelines for style and color shall be given equal weight when evaluating compliance with this standard.

- ii. All facades facing public roadways will be considered a primary frontage requiring architectural detailing.

f. Landscaping and Fencing. - Landscaping and Fencing must comply with City Code. Exceptions or modifications may be considered at the time of Neighborhood Plan approval if the modification does not result in less landscaping. For example, in some cases, it may be beneficial to slightly reduce plant size in exchange for more plants. Landscaping and fencing definitions may be modified as a part of the Neighborhood Plan, if necessary, for compliance with the Character and Theme Plan. Landscaping options that are drought tolerant and promote low water usage, among other options, shall be included in the neighborhood plan. Trees and landscaping located in public right-of-way or public open space shall comply with the Vineyard Tree and Landscape Manual.

g. Building Height.

- i. The maximum building height for residences in the HF is 35 feet.
- ii. The maximum building height for private amenity buildings in the HF is 45 feet, if such incremental height is to create architectural interest.
- iii. Building height is measured from the top of the back of curb to the highest point of the building or structure.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.18 Parking

1. The Neighborhood Plan shall comply with the requirements of [Chapter 15.38](#) of the Vineyard Zoning Ordinance with the following exceptions, which are applicable solely to residences in the cottage lots / active adult community:
 - a. Two and one-half (2.5) off-street parking stalls shall be required for each residential unit.
 - b. The minimum parallel parking stall size shall be eight (8) feet wide by twenty- four (24) feet long, provided however, that the front of the parking space may overhang two (2) feet into a landscape strip.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.20 District Uses

1. Holdaway Farms District Use Table: The HF district use table lists all use types and whether, in the Holdaway Farms Special District (“HF”), the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an “N” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in VZC 15.14 Special Purpose Districts, [VZC 15.32](#) General Property Development Standards and [VZC 15.34](#) Supplementary Development Standards of the zoning ordinance.

Holdaway Farms District Uses		Allowances
Uses	Dwelling, Multiple-Family	N
	Dwelling, Single-Family	P
	Dwelling, Two-Family	N
	Model Home or Unit	p
	Residence for Persons with a Disability	p ²
	Residential Facility for Elderly Persons	p ²
	Residential Lease, Short-term	N
	Residential Lease, Long-term	P
	Nursing Home, Convalescent Care	C
	Assembly, Place of	C ¹
	Commuter and Light Rail Facilities and Station	N
	Earth Station (Satellite Dish Farm)	N
	Educational Facility	C

Emergency Care Facility	N
Environmental Remediation Activities	N
Farmers' Market	N
Heliport	N
Hospital	N
Liquor Store (State Owned)	N
Major Facility of a Public Utility	N
Minor Facility of a Public Utility	C
Museum	n
Open Space and Trails	P
Parks and Associated Facilities	P
Park and Ride Facility	N
Power Plant	N
Public Use	C
Recycling Collection Center	N
Recycling Processing Facility	N
Transit Passenger Hub (intermodal)	N
Wireless Telecommunications Site/Facility	N
Accessory Building	P ²
Accessory Dwelling Unit	P ²
Accessory Use	P
Home Day Care (one to seven children)	P
Home Day Care (eight to ten children)	C
Home Preschool (one to seven children)	P
Home Preschool (eight to ten children)	C
Household Pets, Noncommercial	P ²
Sign -Temporary	T ⁶
Swimming Pool	P ²

	Temporary Use	T ⁵
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Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non— Permitted Use; X' = Additional Standards Below.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

EXHIBIT D

(Phasing plan of the Project)

