



**NOTICE OF A REGULAR
PLANNING COMMISSION MEETING
December 3, 2025, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard Planning Commission will hold a regularly scheduled Planning Commission meeting on Wednesday, December 3, 2025, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

[IGNORE_INDENT]

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

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

3. PUBLIC COMMENTS PC

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

4. CONSENT ITEMS

4.1. Approval of the November 5th, 2025 Planning Commission Meeting Minutes

5. BUSINESS ITEMS

5.2. 2026 Planning Commission Meeting Calendar

The suggested dates for the Planning Commission meetings in 2026 are discussed.

5.3. Planning Commission Chair and Vice-Chair Re-election

The Commission will re-elect the new standing Chair and Vice-Chair seats for the 2026 meeting calendar

5.4. Site Plan Amendment Application - Orchards Clubhouse

Mike Olsen with Aimtec Group is requesting approval of a site plan amendment for The Orchards Clubhouse located at 47 S Perazzi Lane (Parcel ID: 18:018:0071).

5.5. PUBLIC HEARING: Holdaway Fields Development Agreement Amendment

Hunter Smith with Cadence Homes is requesting approval of a Development Agreement Amendment Application for the Holdaway Fields Subdivision.

6. WORK SESSION

No work items were submitted.

7. STAFF AND COMMISSION REPORTS

8. ADJOURNMENT

The next regularly scheduled meeting is on December 17, 2025

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 Madison Reed, Planning Technician, at least 24 hours prior to the meeting by calling (801) 226-1929 or email at madisonr@vineyardutah.org.

The foregoing notice and agenda were posted on the Utah Public Notice Website and Vineyard Website, posted at Vineyard City Hall, and delivered electronically to city staff and each member of the Planning Commission.

AGENDA NOTICING COMPLETED ON:

November 26th, 2025

CERTIFIED (NOTICED) BY:

/s/. Madison Reed

Madison Reed, Planning Technician



**MINUTES OF A REGULAR
PLANNING COMMISSION MEETING
November 5, 2025, at 6:00 PM**

ATTENDANCE:

COMMISSIONERS PRESENT: Chair Nathan Steele, Brad Fagg, David Pearce, Graden Ostler, Caden Rhoton, Natalie Harbin

STAFF PRESENT: Kelly Kleopfer, Business License Specialist; Madison Reed, Planning Technician; Brian Vawdrey, Parks and Recreation Director; Morgan Brim, Community Development Director; Cache Hancey, Senior Planner; Anthony Fletcher, Planner; Patrick James, Assistant City Engineer; Naseem Ghandour, City Engineer and Public Works Director

OTHERS PRESENT: Karen Cornelius, Daria Evans, Jack Holdaway, Jane Pearce, Terry Ewing, Bryce Brady, David Lauret, Nate Birchall, Bronson Tatton, Ryan Bybee, Hunter Smith

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

Chair Nathan Steele called the meeting to order at 6:01pm. He led the invocation and pledge of allegiance.

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

2.1. 400 South Bike Lane & Restriping Project

 Assistant City Engineer Patrick James provided a description of the project and provided a cross section for context. He highlighted what changes were made.

Chair Steele asked if there was signage noting no parking rather than red striping.

Engineer James provided the existing conditions.

 Commissioner Natalie Harbin asked where they would put in the additional parking.

Engineer James added locational context of potential area that Orem is considering for extra parking.

Parks and Recreation Director Brian Vawdrey noted the specific location.

Commissioner Harbin asked if there was a timeline for the parking extension.

Director Vawdrey discussed the Vineyard-owned area within the park.

 Engineer James continued to discuss the scope of this project.

 Commissioner Harbin asked about the options for making it safer.

Engineer James highlighted a right turn only intersection.

Commissioner Harbin acknowledged the safety concerns.

Discussion ensued

 Engineer James discussed the UDOT safety study as part of the Transportation Master Plan.

3. PUBLIC COMMENTS PC

There were no comments.

4. CONSENT ITEMS

4.2. Approval of the October 1st, 2025 Planning Commission Meeting Minutes

 **Motion:** COMMISSIONER DAVID PEARCE MOTIONED TO APPROVE THE OCTOBER 1ST, 2025 PLANNING COMMISSION MINUTES AT 6:17PM. COMMISSIONER CADEN RHOTON SECONDED. ALL IN FAVOR VOTED YES: PEARCE, STEELE, OSTLER, RHOTON, AND HARBIN. THE VOTE CARRIED UNANIMOUSLY.

5. BUSINESS ITEMS

5.3. PLAN25-0026: Site Plan Application- Temporary District Energy Plant

 Senior Planner Cache Hancey provided a background and locational context. He noted a condition to indicate the parking stalls for business access.

Community Development Director Morgan Brim added that there were conversations about wrapping the structure.

 Bronson Tatton, the applicant, added context on coloring.

Senior Planner Hancey added site context.

Mr. Tatton discussed where the graphic would go.

Chair Steele opened up to the public.

 Resident Daria Evans asked about the water shares.

Mr. Tatton noted that he has no answer for that.

Public comment was closed.

Senior Planner Hancey clarified the voting members.

Chair Steele described the approval process of this use.

 **Motion:** COMMISSIONER RHOTON MOTIONED TO APPROVE ITEM 5.3. WITH THE PRESENTED CONDITION AT 6:24 PM. COMMISSIONER GRADEN OSTLER SECONDED. ALL IN FAVOR VOTED YES: PEARCE, STEELE, OSTLER, RHOTON, AND HARBIN. THE VOTE CARRIED UNANIMOUSLY.

 City Engineer and Public Work Director Naseem Ghandour noted that he could respond to those questions after the meeting.

6. WORK SESSION

6.4. Massage and Energy Therapy Establishments, Sexually-oriented Businesses, and Business License Appeals Text Amendments

 Business License Specialist Kelly Kleopfer discussed the proposed amendments and posed the request of consideration for massage therapy businesses operated as a home occupation.

 Chair Steele clarified the question at hand. He also asked for definitions.

Commissioner Ostler listed examples of businesses.

Discussion ensued.

 Commissioner Ostler asked if massage is considered a sexually-oriented business.

Discussion ensued.

 Chair Steele asked if there was a precedent of this.

Discussion ensued.

 Chair Steele noted that his opinion is that if there is not an issue that we should not make these adjustments.

Discussion ensued.

Chair Steele opened up to the public.

 Bryce Brady discussed home occupation employment and agreed with the commissioners.

 Ms. Evans commented on the need for clarity on zoning.

Chair Steele prompted staff response to the public comments.

 Specialist Kloefer noted the current zoning code for home occupations.

Chair Steele noted that it may be something worth considering. He asked about number of customer restrictions.

Specialist Kloefer provided the standards.

 Chair Steele asked about distance from other institutions centered around children.

Specialist Kloefer noted that it is addressed in code and will be included.

Chair Steele discussed the community standard.

 Commissioner Pearce clarified that they must have professional credentials.

Specialist Kloefer noted yes and provided context.

6.5. Vineyard City Bike Park Location & Material

 Director Vawdrey discussed Vineyard races. He provided a graphic of the Central Corridor plan. Director Vawdrey requested feedback on potentially moving the pump track. He provided the reasons behind this change.

Commissioner Harbin appreciated the project.

Commissioner Rhoton also appreciated this project.

 Commissioner Pearce asked about the economic impact of a bike park.

Director Vawdrey discussed how the draw of the park would bring spending dollars to Vineyard.

Director Brim added that some development just need the starting piece and that Brian is very skilled at landing those.

 Commissioner Rhoton noted there is interest in programming for teens. He also asked if the relocation would replace the pickleball courts.

Director Vawdrey discussed the inclusion of pickleball courts put in at the tennis court at Grove Park.

Chair Steele noted this would remove the tennis courts. He also asked about hockey.

Discussion ensued.

 Chair Steele noted his support to move the location.

Commissioner Pearce noted that he appreciated the move.

Nathan opened up to the public.

 Ms. Evans asked about the physical impact and the financial breakdown.

 Mr. Brady discussed the distance from the skate park. He added that programming for teens is needed.

 Resident Terry Ewing asked about the included pieces on the plan. She asked how much this is going to increase our taxes.

Chair Steele prompted a response to the questions.

 Director Vawdrey discussed the funding sources for the bike and skate park.

Commissioner Rhoton asked about doing a City fundraiser.

 Director Brim discussed the Central Corridor Open Space Plan. He discussed the Wetland Delineation Study and noted the identified area is not designated.

Director Ghandour provided context on the Wetlands Delineation.

 Commissioner Harbin clarified that there is no fiscal impact for the bike park.

Ms. Evans clarified that the area is no longer Wetlands.

Director Ghandour noted that it does not have emergent wetlands and that it is outside of any potential impact. The survey was completed in June.

Chair Steele highlighted that these projects set standards for the community.

6.6. Utah Lake Shoreline Trail Amenities

 Director Vawdrey provided a background to the trail amenities. He presented the amenities.

Chair Steele asked if the feedback from the Bluffs at Vineyard town hall.

 Planning Technician Madison Reed noted that the feedback from the town hall and the survey was put into consideration for these proposed amenities.

Director Vawdrey presented the proposed benches and the bike racks.

The commission provided their thoughts.

 Director Vawdrey highlighted the proposed locations for the amenities.

Commissioner Harbin clarified that there is no fiscal impact to these amenities.

Chair Steele opened up to the public.

 Ms. Evans asked about vandalism.

Chair Steele discussed the City's maintenance procedures.

6.7. First Amendment to the Holdaway Fields Development Agreement (Ordinance 2025-16)

Director Brim provided an update of the status.

 Planner Anthony Fletcher provided locational context and reviewed the amendments.

 Ryan Bybee, the applicant, discussed the intent behind the amendments.

Director Brim added that staff is working with the applicant on language.

 Mr. Bybee added that 4th South progression has been stalled because of the outline of the original agreement.

Director Brim discussed a previous desire for a small retail use in the clubhouse.

 Commissioner Brad Fagg noted that he would like 4th South to be completed.

Commissioner Pearce noted that he agrees with the modifications.

Commissioner Ostler appreciated the amenity suggestion at the clubhouse.

Commissioner Rhoton noted support.

Commissioner Harbin noted interest in understanding the market.

 Chair Steele asked about the phasing schedule.

Director Brim discussed the issue was with the delivery of the amenities and 4th South.

Chair Steele asked about park delivery.

Director Brim discussed the phasing.

Chair Steele opened up to the public.

 Resident David Lauret clarified the timeline of the parks and asked where the parks would be.

Mr. Bybee discussed the parks.

Director Brim noted previous conversations of the existing infrastructure.

7. STAFF AND COMMISSION REPORTS

Director Brim provided a reflection of the Utah APA conference which staff and Commissioner Pearce attended in October.

8. ADJOURNMENT

Chair Steele adjourned the meeting at 7:44 pm.

MINUTES CERTIFIED COMPLETE ON:

CERTIFIED (NOTICED) BY: /s/. Madison Reed
Madison Reed, Planning Technician



STAFF REPORT

Meeting December 3, 2025

Date:

Agenda 2026 Planning Commission Meeting Calendar

Item:

Department: Community Development

Presenter: Madison Reed

Background/Discussion:

The Planning Commission meetings have previously been scheduled on the first and third Wednesday of every month and that is the precedent we would like to follow. The attachment suggests the first and third Wednesday of every month at 6pm in the City Council chambers to be reserved for the regularly scheduled Planning Commission meetings.

Specifically within these suggested dates, the calendar does not recognize a meeting in the first week of July in observance of the nearby holiday. Any other adjustments or suggestions by the commissioners and their schedules may be taken into account during this discussion.

Fiscal Impact:

Recommendation:

Sample Motion:

"I move to approve the 2026 Planning Commission meeting calendar starting in January of 2026."

Attachments:

1. 2026 Calendar Draft- PC

2026 Planning Commission Calendar (draft)

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VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: December 3, 2025

Agenda Item: Planning Commission Chair and Vice-Chair Re-election

Department: Community Development

Presenter: Madison Reed

Background/Discussion:

Commission organization helps to orient the commission and to provide a leader for conversations and meeting logistics. The discussion tonight will review and nominate members to stand as the Chair and Vice-Chair positions for the 2026 Planning Commission Meetings. Our City Code references:

- At an annual organizational meeting to be held as listed in the Commission's by-laws, and at other times as required, the members of the Commission shall elect one (1) of their members as chair and one (1) of their members as vice-chair. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. The chair and vice-chair shall serve a term of one (1) year. No member shall serve as chair for more than two (2) consecutive terms.
- The chair, or in the chair's absence the vice-chair, shall be in charge of all proceedings before the Commission, and shall take such actions as necessary to preserve order and the integrity of all proceedings before the Commission.
- In case of the absence of the chair and the vice-chair, the sitting members of the Commission shall appoint a chair *pro tempore* that shall be in charge of all proceedings before the Commission. and shall take such actions as necessary to preserve order

Fiscal Impact:

Recommendation:

Sample Motion:

"I move to elect _____ as Chair of the Planning Commission for 2026 starting at the first regularly scheduled meeting in January of 2026."

"I move to elect _____ as Vice-Chair of the Planning Commission for 2026 starting at the first regularly scheduled meeting in January of 2026."

Attachments:

None

VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: December 3, 2025
Agenda Item: Site Plan Amendment Application - Orchards Clubhouse
Department: Community Development Department
Presenter: Cache Hancey

Background/Discussion:

Originally approved in June of 2021, the clubhouse construction was completed in the fall of 2025. During the final planning inspection of the property, a few elements were missing from the site, requiring a site plan amendment approval.

Changed Elements:

- Splash Pad: Removed due to health code updates
- Landscaping: Removed trees lining Vineyard Road and eastern edge, replaced with grasses and shrubs, replaced grass with mulch and or hardscape
- Hardscape (including pool): Increased by 2,878 sq/ft
- Clubhouse: Small change on southwest corner, removing about 100 sq/ft
- Parking: No Change
- Pool: Roughly 100 sq/ft larger
- Furnishings: Increased amount of shade structures/gazebos, larger fire pit

Fiscal Impact:

NA

Recommendation:

Staff recommends approval of the site plan amendment with the following conditions:

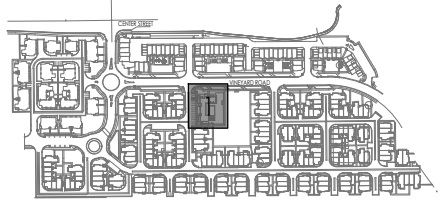
- Replace the bike rack with a rack that follows the VZC Standards (Inverted-U)
- Install the street trees originally approved along Vineyard Road with advice and consent of the city arborist

Sample Motion:

"I move to approve the site plan amendment as requested by Mike Olsen"

Attachments:

1. Orchards Landscaping As Built
2. Orchards Landscaping
3. Orchards Clubhouse Update



CONTEXT MAP

ORCHARDS CLUBHOUSE AS-BUILT
VINEYARD, UTAH

PROJECT NO. 25160
DATE: 4 NOVEMBER 2025

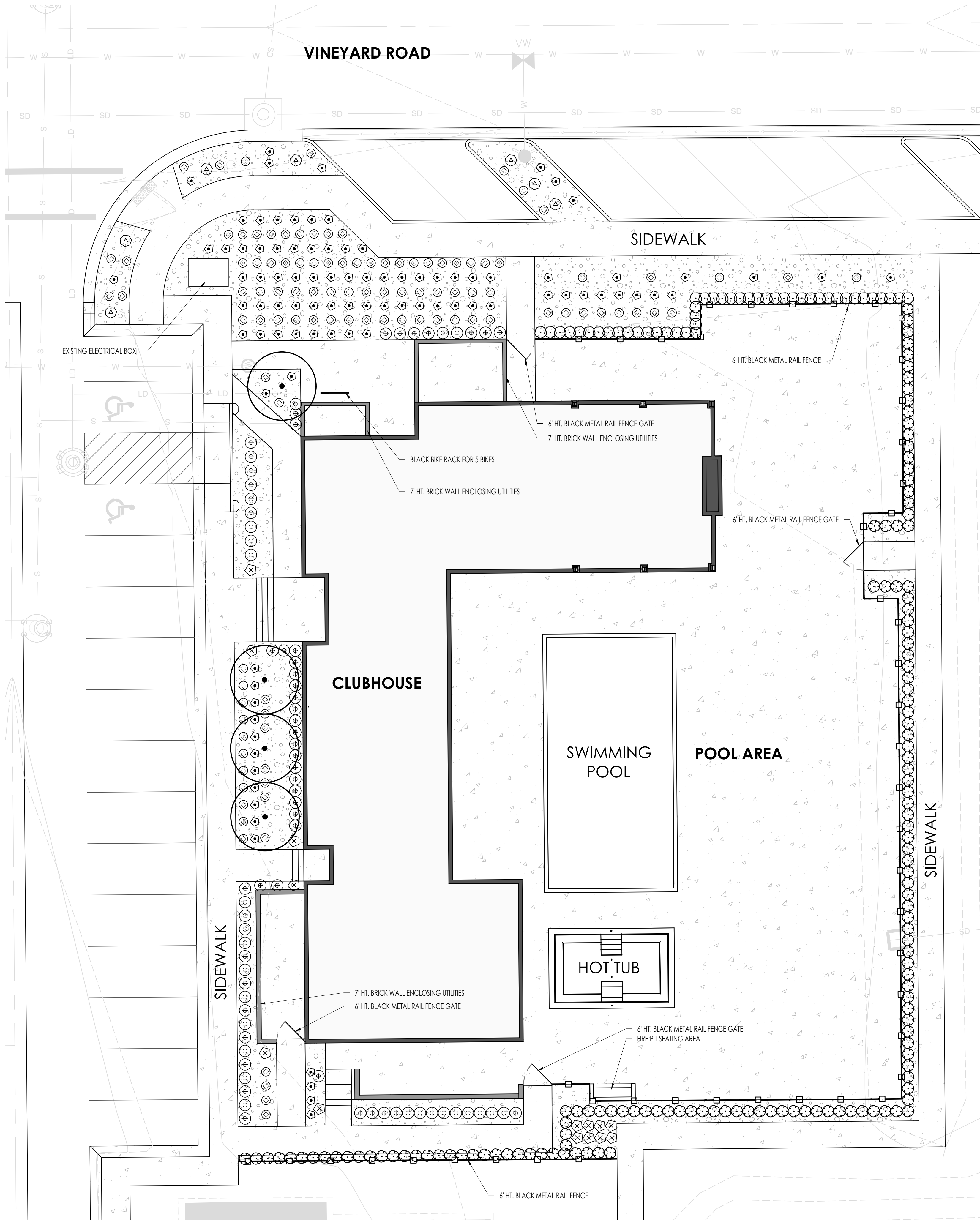
REVISIONS:

SHEET TITLE:

AS-BUILT LANDSCAPE
PLAN

SHEET NUMBER:

L100
LANDSCAPE

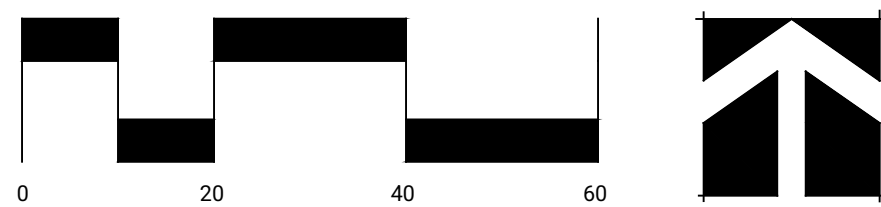


SITE LEGEND

SYMBOL	DESCRIPTION
	LANDSCAPE ROCK, 2-4" 'GLACIER' ROCK WITH WEED BARRIER

PLANT LEGEND

SYMBOL	QTY	BOTANICAL / COMMON NAME
TREES		
	4	ACER PALMATUM JAPANESE MAPLE
SHRUBS		
	7	BERBERIS THUNBERGII 'CRIMSON PYGMY' CRIMSON PYGMY JAPANESE BARBERRY
	45	BUXUS X 'GLENCOE' CHICAGOLAND GREEN CHICAGOLAND BOXWOOD
	139	RHAMNUS FRANGULA 'COLUMNARIS' UPRIGHT ALDER BUCKTHORN
	74	ROSA X 'RADTKO' DOUBLE KNOCK OUT PP16202 DOUBLE KNOCK OUT SHRUB ROSE
	14	ROSA X 'RADWHITE' WHITE KNOCK OUT® ROSE
PERENNIALS		
	106	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY
	93	SALVIA NEMOROSA 'MAY NIGHT' MAY NIGHT SAGE

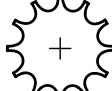
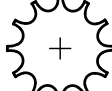
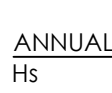
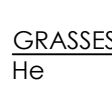


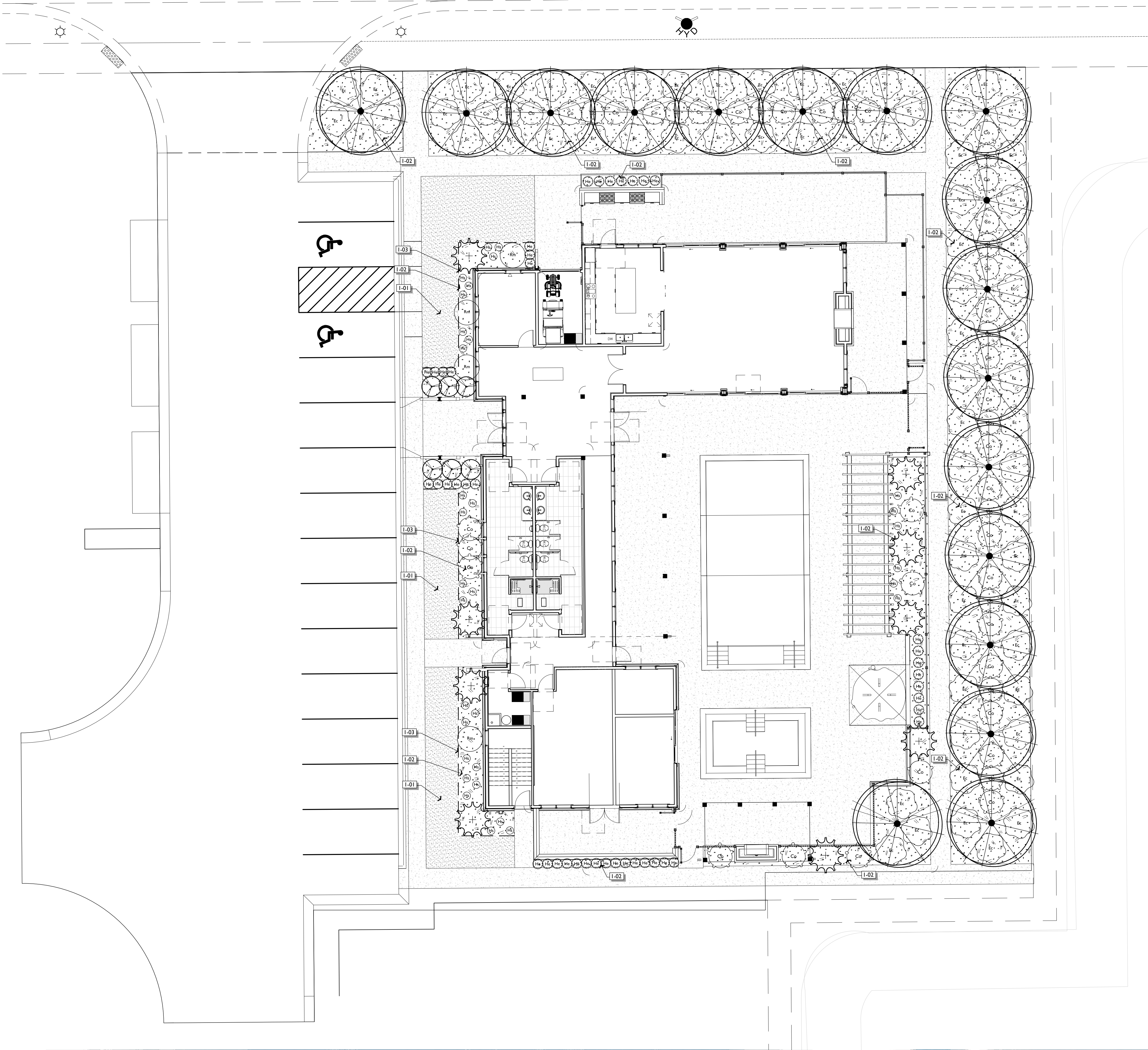
CLUBHOUSE AS-BUILT

REFERENCE NOTES SCHEDULE

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY	DETAIL
I-01	SODDED LAWN AREA	1,023 sf	
I-02	PLANTING AREAS. WOOD MULCH. SEE SPECIFICATIONS.	5,823 sf	
I-03	SURE-LOC ALUMINUM EDGING-INSTALL AS PER MANUFACTURER SPECIFICATION	129 lf	

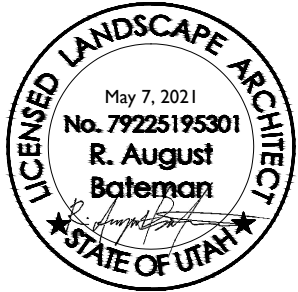
PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Acer campestre 'Panacek'™	Metro Gold Hedge Maple	15 gal	17
	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweet Gum	15 gal	6
EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Picea glauca 'Pendula'	Weeping White Spruce	15 gal	9
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Cornus sericea 'Cardinal'	Cardinal Red Twig Dogwood	5 gal	48
	Euonymus fortunei 'Colorata'	Winter Creeper	5 gal	68
ANNUALS/PERENNIALS	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal	32
GRASSES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Helictotrichon sempervirens	Blue Oat Grass	5 gal	43
ROSES	BOTANICAL NAME	COMMON NAME	CONT	QTY
	Rosa Meidiland series 'Red'	Red Meidiland Rose	5 gal	4



ATTENTION: PRIOR TO PERFORMING ANY WORK ON THIS PLAN, CONTRACTOR SHALL IDENTIFY THROUGH BLUESTAKES AND ON-SITE OBSERVATION ANY AND ALL UTILITIES AND HAZARDS OR CONDITIONS THAT MAY PREVENT WORK FROM BEING PERFORMED ACCORDING TO THESE PLANS ABOVE OR BELOW GROUND. IF CONDITIONS ARE FOUND THAT MAY PREVENT WORK FROM BEING PERFORMED AS PER PLAN, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY (I.E. ELECTRICAL, GAS, WATER, SEWER, ETC.). EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURACY WITH THESE DRAWINGS. QUANTITIES (IF LISTED) ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND QUANTITIES ON THESE PLANS. ARCHITECT SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES BETWEEN QUANTITIES LISTED IN LEGENDS AND PLANS. WHERE DISCREPANCIES EXIST BETWEEN SPECIFICATIONS, DETAILS, AND/OR DRAWINGS, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO PROCEEDING. CONTRACTOR SHALL INSPECT THE SITE TO VERIFY THAT DRAWINGS ARE CONSISTENT WITH SURVEYED BASE INFORMATION. DURING CONSTRUCTION IF DISCREPANCIES ARE FOUND BETWEEN THESE PLANS AND THE SITE, CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

0 10' 30' 1"=10' (24"X36") NORTH



ENG/ARCH:
DRAWN BY: AJG
REVIEWED BY: RAB

DATE: 07 May 2021

LANDSCAPE PLANTING PLAN

L-1.1



East Elevation



South Elevation



West Elevation



North Elevation



Expanded Fire Pit



Increased Hardscape



Eastern Pedestrian View



Northern Pedestrian View



Bike Rack





VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: December 3, 2025

Agenda Item: PUBLIC HEARING: Holdaway Fields Development Agreement Amendment

Department: Community Development Department

Presenter: Morgan Brim

Background/Discussion:

The applicants, Cadence Vineyard 400, LLC and Goodboro Holdaway, LLC, are requesting an amendment to the development agreement to modify the phasing plan requirements and adjust the timing for implementing parks and infrastructure.

The Holdaway Fields Development Agreement was approved by the City Council in 2022, alongside the creation of the Holdaway Fields Special Purpose District, a General Plan Land Use Map amendment, and the adoption of a neighborhood plan for the subdivision. The agreement established residential densities, outlined required amenities, including a clubhouse, park spaces, trails, and landscaping and set a phased implementation schedule for those amenities.

The proposed amendment primarily focuses on revising the project's phasing. The updated language introduces greater flexibility within the phases, allowing the applicant to begin construction as they determine appropriate rather than adhering strictly to the originally prescribed sequencing.

Fiscal Impact:

Recommendation:

Staff has reviewed the applicant's proposal and is recommending several modifications. The primary change is shifting certain approvals to the issuance of building permits rather than certificates of occupancy. The purpose of this adjustment is to ensure that required improvements are addressed earlier in the process. Once a building permit is issued, the City has less influence over the timing and implementation of those improvements, which can ultimately affect homebuyers under contract and preparing to move in. If required work isn't completed, the homeowner may be unable to occupy their home. Staff's preference is to allow a greater number of building permits up front to balance the timeline, rather than placing the burden on the certificate of occupancy at the end of the homebuilding cycle.

Applicant's Proposal	Existing Development Agreement	Staff Comments/Proposal
Modify DA phasing plan for 3 parks. Changes timing of	Holdaway Park platted with ph 3 and completed prior to	Staff does not agree with replacing the word

Holdaway and East Parks. East Park to be <u>dedicated</u> prior to issuance of 114 th CO and Bike Park and Holdaway Park to be <u>dedicated</u> prior to 214 th CO.	CO issued for ph 3. Bike Trail Park & East Park platted with ph7 and completed prior to CO issued for ph 7.	“completed” with “dedicated.” In addition, staff recommends using “issuance of a building permit” rather than “issuance of a certificate of occupancy.” Staff has requested that the applicant provide an appropriate building-permit number for this requirement. Staff also disagrees with altering the timing for Holdaway Park and East Park. The City Council has previously expressed a desire to preserve existing historic and other on-site structures and incorporate them into the park design. This effort will require additional time for structural evaluations and the creation of a new design. The current phasing allows for this necessary timeline, while the applicant’s proposed change would shorten it.
400 S western terminus from Main Street west will be changed from ph3 to 7.	Requires it to be developed with ph 3.	Staff has no objections to extending 300 West south to provide access to Holdaway Park along the lake. However, acceptance of the 300 West extension should be approved by the City prior to accepting Holdaway Park to ensure that adequate public access is in place.
Landscaping to be implemented with each CO.	As streets are finalized, landscaping is required to be installed or bonded for.	Landscaping and roundabouts must be completed with each phase of street construction. Landscaping within the street frontage of homes

		may be installed prior to the certificate of occupancy. For street segments without homes directly fronting them, all landscaping and applicable improvements must be fully completed.
Applicant wants this allowance to stay in place.	Zoning Code for the Holdaway Fields Special Purpose District allows for some amendments to be processed by staff.	Future Development Agreement amendments to be approved through the City Council. Removes staff
The applicant is not in agreement with this proposal.	Impact and pass-through fees shall be calculated based on the City's impact fee schedule as in effect on the effective date.	Impact and pass-through fees will be calculated based on the City's impact fee schedule in effect on the date the applicable permit is issued.
N/A	Parks are required to be approved by the city prior to acceptance.	Provides a process for concept site plan approval with review by the ARCH and approval by the Planning Commission. East Park will have consideration by the City Council regarding the incorporation of structures into the new park design.

Sample Motion:

"I move to recommend approval of the development agreement amendment as presented..."

"I move to recommend approval of the development agreement amendment with the following conditions..."

"I move to recommend denial of the development agreement amendment as presented..."

Attachments:

1. Holdaway Fields Development Agreement Amendment
2. Holdaway Fields Updated Phasing Plan

When recorded, return to:

Vineyard City
125 South Main Street
Vineyard, Utah 84059
Attention: ~~Ezra Nair~~Eric Ellis

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-1”** attached hereto (the “**Developer Property**”), and has rights to develop certain portions of real property adjacent to the Developer Property owned by The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, which real property is more particularly described in **Exhibit “A-2”** (such portions, the “**Church ROW Property**” and together with the Developer Property, the “**Properties**”).

B. Developer desires to develop the Properties 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 Properties, 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, other than the Church ROW Property.

C. The Properties are 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 Developer Property, is identified on **Exhibit "A-1"** attached hereto, and the Church ROW Property is identified on **Exhibit "A-2"**. Any further changes to the legal description of the Properties 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**") and applies to the Properties. 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.

(e) To avoid confusing the Project with other neighborhoods in the City, Developer agrees the name of the Project shall not include the word "Park."

6. Phase Development. The Project will be developed in phases as set forth in Exhibit ~~FD~~, as the same may be modified by the Plats, (the "Phasing Plan") as approved by the City ~~Staff Council with recommendation from the Planning Commission~~. The Phasing Plan in Exhibit ~~FD~~ has been updated from the Phasing Plan contained in the Neighborhood Plan and Exhibit D. For purposes of this Agreement, the Phasing Plan in Exhibit ~~FD~~ and the contents of this Development Agreement shall control. 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, except for those changes reflected in the Phasing Plan. Developer may adjust the Phasing Plan and/or develop Phases out of numerical order, provided however that public infrastructure, street, and park improvements must be constructed as outlined in Section 6(a), 6(b), and 6(c) of this Agreement. At a minimum, open space and park areas shall be constructed with the amenities, parking, and infrastructure that are indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Within each phase of the Development, the Developer must complete the public infrastructure, street, and park improvements (excluding planter trees and vegetation) within that phase before the City shall be obligated to issue a certificate of occupancy for any lot constructed within that same phase.

(a) Park spaces shall be completed and receive final approval from the City as follows:

(i) Park labeled as ~~Holdaway East~~ Park on the Phasing Plan shall be ~~platted with Phase 3 and completed~~ dedicated prior to issuance of ~~at the 114th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase;~~

(ii) Parks labeled as Bike Trail Park and ~~Holdaway East~~ Park on the Phasing Plan shall be ~~platted with Phase 7 and completed~~ dedicated prior to the issuance of ~~at the 214th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase;~~

(b) The club house, pool, and associated private amenities of the age-restricted community shall be platted with Phase 4 and constructed and completed prior to the issuance of a certificate of occupancy for the 54th unit within such age restricted community.

(c) Street improvements, including sidewalks, planters (excluding planter trees and vegetation), curbs, gutters, trails, and roadways, shall be completed and receive final approval from the City as follows:

(i) Main Street Connection, and Sleepy Ridge Connection to 30 West, via Main Street, to Stillwater shall be platted with Phase 1 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase; and

(ii) 400 South to the eastern terminus at Holdaway Road shall be platted with Phase 2 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase, with the condition that if Developer does not submit Phase 2 for approval by the City prior to receiving a certificate of occupancy for the twenty-fourth (24th) lot in Phase 1, then, upon the City's request, the Developer and/or the Church shall dedicate to the City those portions of the full-width right-of-way for 400 South from Main Street to the eastern terminus that are owned by Developer or Church.

(iii) 400 South to the western terminus shall be platted with Phase ~~73~~ and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase.

If planter trees and vegetation are not installed on any street fronting a lot or lots prior to issuance of a certificate of occupancy for that lot or lots, then the Developer shall furnish to the City a bond sufficient to cover the cost of installing such trees and vegetation on that lot or lots. The City shall not apply the bond until one hundred-eighty days (180 days) have passed since the City issued the certificate of occupancy for that lot or lots and the Developer has not installed the required planter trees or vegetation.

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 recordation 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 Project, 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 Properties, 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 Project 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 Project and the approval of Plats shall be calculated based on the City's impact fee schedule as in effect ~~on the Effective Date~~ on the date the applicable permit is issued.

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 Project, 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 Project 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 Properties 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 Properties 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 situated on the Developer Property 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 to the Project 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) With the exception of the approximately four-hundred and forty foot (440') segment of 400 South between the Developer's property line and Holdaway Road (the "Holdaway Segment"), which Holdaway Segment shall be sixty-five feet (65') wide, 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 "E"** 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 roadway portion of the Parkway Streets 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. For all roadways except the Holdaway Segment, the Developer shall be solely responsible for the cost of all sidewalk, planter, curb, gutter, and trail portions of the Parkway Streets. For the Holdaway Segment, the Developer shall bear any and all costs for installing curb, gutter, and ensuring there is at least thirty feet (30') of roadway width, including the existing roadway; the City shall reimburse Developer for the actual costs of upsizing the roadway width greater than thirty feet (30'), and the sidewalk, planter, and trail portions of the Holdaway Segment. The City and Developer shall coordinate with the adjacent landowner to design the Holdaway Segment at the reduced width of sixty-five feet (65') but with trail and sidewalk connections of similar width to the Parkway Street Cross-Section contained in the Neighborhood Plan.

(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 Project'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 for each phase 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, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment of 400 South, and the roadway improvements along all of the Parkway Streets that exceed the width of the Local Street Cross-Section. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). The cap in the preceding sentence shall not apply to the sidewalk and trail improvements along the Holdaway Segment; the City shall reimburse Developer for the actual costs, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment. For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. To avoid any disputes about eligible expenses, the City will review and approve—which review and approval shall not be unreasonably withheld, conditioned or delayed—an estimate provided by Developer prior to constructing the improvements for which the City is responsible for costs. Reimbursement will be for actual costs and shall not include Developer's

profits. If costs remain within the pre-approved amount, including contingency, then the City shall 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. The Developer and City shall meet to develop a concept plan site plan for each of the open space areas. Once the developer submits the concept site plan the City will provide comments and revisions within a timely manner. The Developer will process the concept site plan through the ARCH and Planning Commission boards for appropriate approvals. The East Park may require additional input from the City Council and other city bodies in order to obtain direction regarding the preservation of historic or existing structures located on the property. The concept site plan will incorporate these structures if the City Council determines a desi-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 Project shall be developed as a park or public use as determined by the city, that the names for the parks used in this agreement are temporary, and that the City shall have the right to rename the parks following its usual processes for assigning names to parks and public places.

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 Properties, 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 Properties 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 Properties 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. No Accessory Dwelling Units ("ADU"), internal or external, shall be permitted in the age-restricted community on any lot smaller than six-thousand (6,000) square feet.

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 Developer 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 the Developer 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 Developer Property, senior to any debt security instruments encumbering the Developer Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Developer 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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EXHIBIT A-1

(Legal Description of Developer Property)

EXHIBIT A-2

(Legal Description of Church ROW Property)

EXHIBIT B
(Neighborhood Plan)

EXHIBIT C
(Zoning Ordinance)

EXHIBIT D

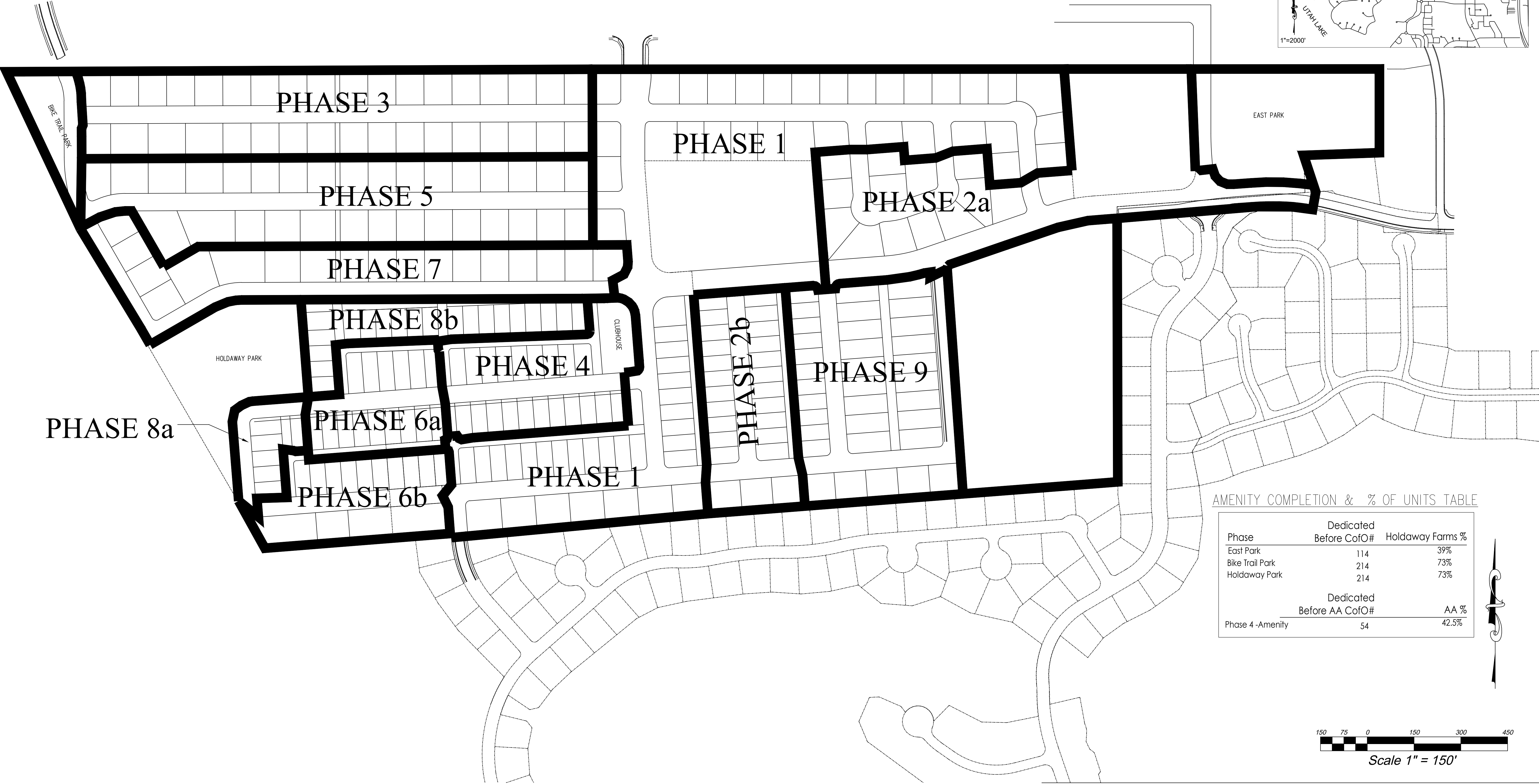
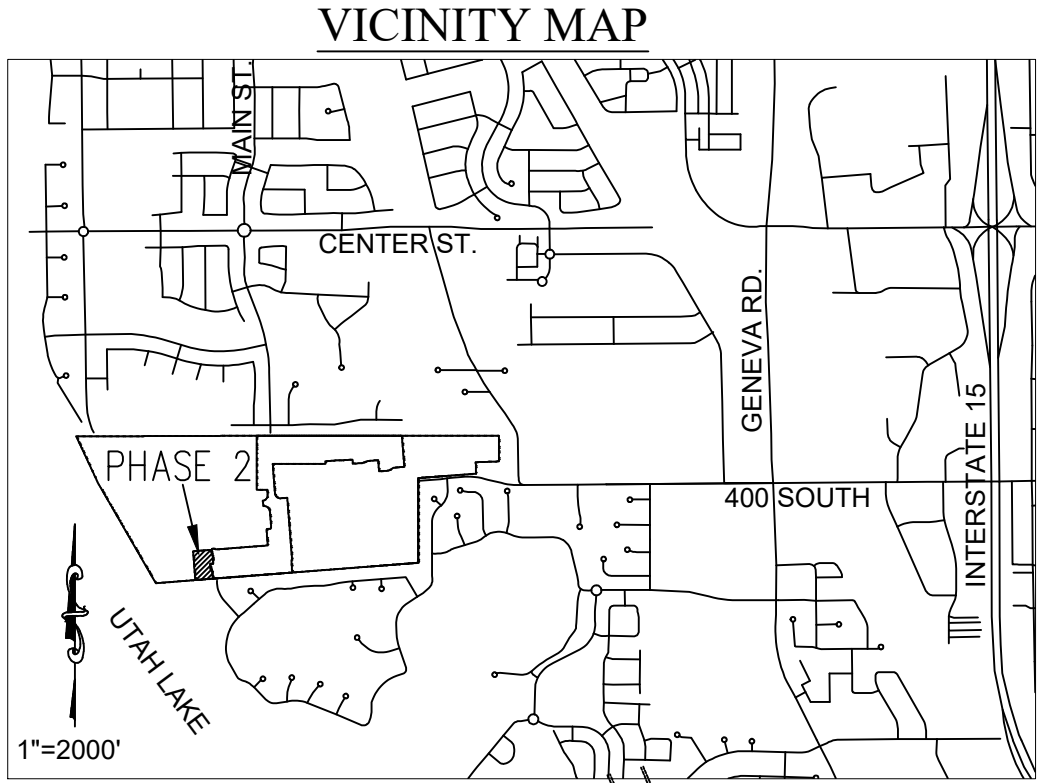
(Phasing plan of the Project)

EXHIBIT E

(Cross Section Analysis)

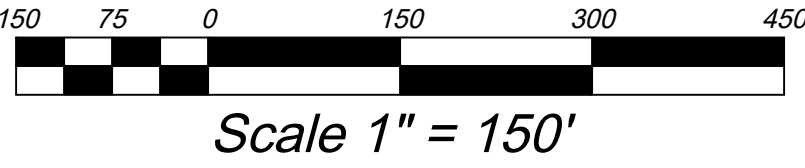
EXHIBIT F
(Updated Phasing Plan)

HOLDAWAY FIELDS



AMENITY COMPLETION & % OF UNITS TABLE

Phase	Dedicated Before CofO#	Holdaway Farms %
East Park	114	39%
Bike Trail Park	214	73%
Holdaway Park	214	73%
Dedicated Before AA CofO#		
Phase 4 -Amenity	54	42.5%



Holdaway Fields Phasing Plan Amendment

Phases	Original	Phasing Breakdown	Administratively Approved	Amendment Proposed
1	62		62	62
2	51	2a	14	14
		2b	25	25
3	14		14	35
4	29		29	20
5	35		35	31
6	22	6a	34	15
		6b		14
7	35		35	18
8	26	8a	26	6
		8b		20
9	21		20	34
	295		294	294