



**NOTICE OF A
CITY COUNCIL WORK MEETING
May 19, 2026, at 4:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council Work Meeting on Tuesday, May 19, 2026, at 4:00 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](#).

AGENDA

Presiding Mayor Zack Stratton

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE (BY INVITATION)

3. CONFLICT OF INTEREST DISCLOSURE

4. PUBLIC COMMENTS (3 MINUTES)

“Public Comments” is defined as time set aside for citizens to express their views. Public comments can be submitted ahead of time to tonyl@vineyardutah.gov.

5. WORK SESSION

5.1. Tree Inventory & Planting Updates (George Schram, Preston Jensen, and Blaine Nielsen)

George Schramm, Maintenance Manager & City Arborist, along with Preston Jensen, Parks Manager, and Blaine Nielsen, Public Works Maintenance Technician & ISA Certified Arborist, will provide an update on Vineyard City’s urban forestry and tree management efforts. The presentation will include an overview of the City’s Tree City USA program, Grove Park tree replacement efforts, causes of historical tree loss, updated planting and maintenance practices, and implementation of the City’s comprehensive tree inventory initiative.

5.2. Discuss Resolution 2026-29 City Manager Responsibilities and Duties

5.3. Pavement Preservation Program Update (Chris Thomas and Aaron Eppley)

Chris Thomas, Streets & Stormwater Manager, and Aaron Eppley, Holbrook Asphalt, will present an update on Vineyard City’s Pavement Preservation Program, including a roadway condition overview, preservation planning, roadway maintenance funding, and preservation treatment strategies utilizing HA5 rejuvenation applications.

5.4. Discuss Cadence Homes

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

7. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of personnel, real property, or litigation.

8. ADJOURNMENT

This meeting may be held in a way that will allow a councilmember to participate electronically.

The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda were posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 19, 2026

Agenda Item: Tree Inventory & Planting Update

Department: Public Works

Presenter: George Schramm, Preston Jensen, Blaine Nielsen

Background/Discussion:

Vineyard City has maintained its Tree City USA designation since 2020 and continues to invest in long-term urban forestry planning and maintenance. Staff has been evaluating tree health, replacement needs, planting practices, and long-term canopy management throughout City-maintained properties.

The presentation will provide an overview of the Grove Park tree replacement project, including lessons learned from the original 2018 park planting efforts and corrective measures implemented to improve long-term tree survival. Staff will also discuss updated planting standards, soil considerations, irrigation establishment practices, and the involvement of ISA Certified Arborists in ongoing operations and inspections.

Additionally, staff will present information regarding the City's developing tree inventory program, which includes approximately 2,200 City-maintained trees. The inventory effort utilizes field inspections and planned LiDAR-based technology to collect data related to tree health, structure, canopy, clearance, and maintenance needs. The inventory is intended to support proactive maintenance planning, improve public safety, reduce long-term maintenance costs, and assist with future budgeting and replacement planning.

Fiscal Impact:

NONE

Recommendation:

NONE

Sample Motion:

NONE

Attachments:

1. 5.5.26 Grove park tree replacement PDF

VINEYARD CITY TREE CITY USA

GEORGE SCHRAMM, ISA-ARBORIST
BLAINE NIELSEN, ISA-ARBORIST



TREE CITY USA

DESIGNATED IN 2020

Requirements:

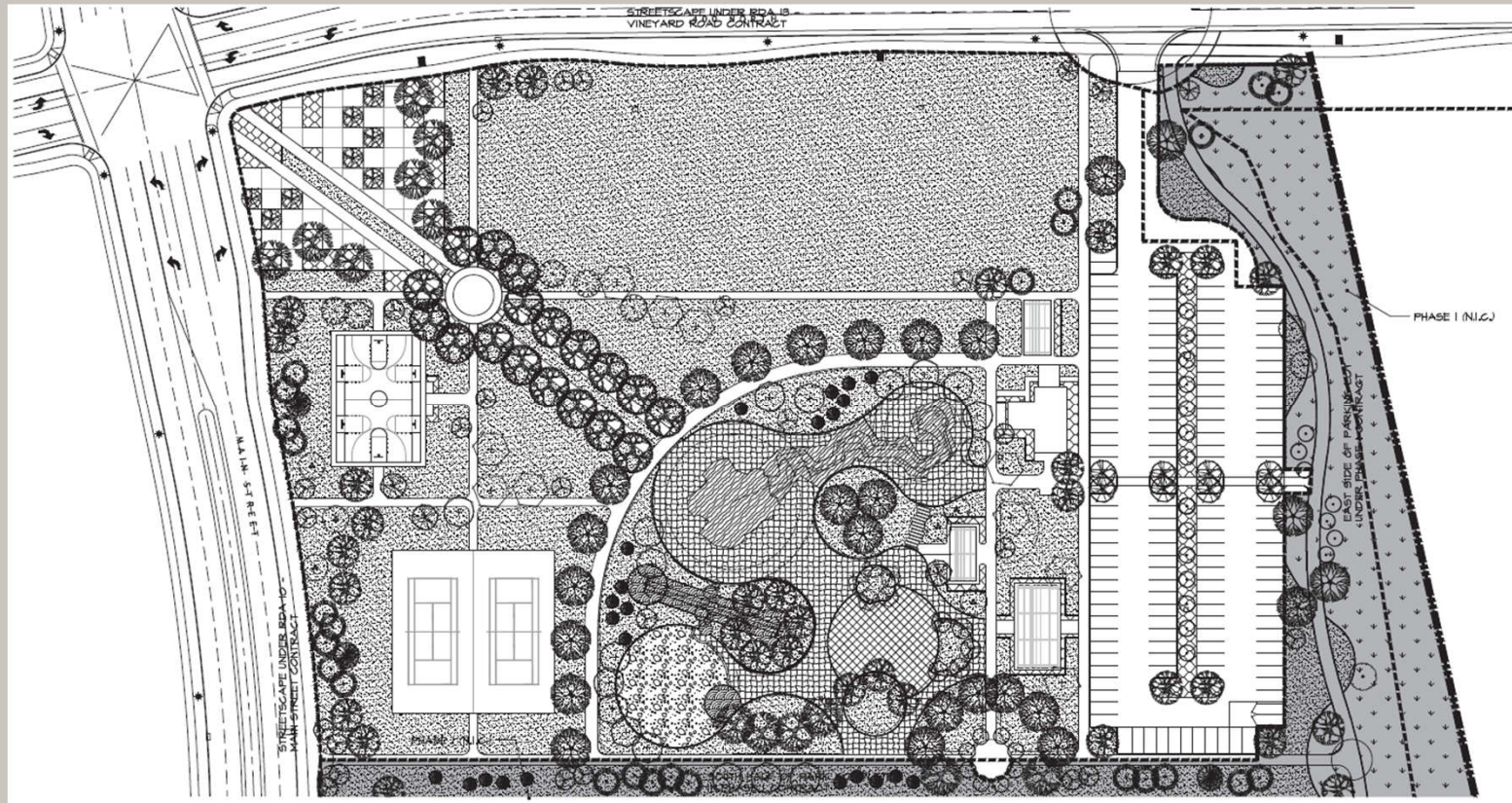
- Maintain a tree board or department
- Have a community tree ordinance
- Spend at least \$2 per capita on urban forestry
- Celebrate Arbor Day

Benefits:

- Environmental Health: Cleaner air
- Increased Property Values: Curb Appeal
- Improved Stormwater Quality
- Enhanced Community Pride

GROVE PARK TREE REPLACEMENT PLAN

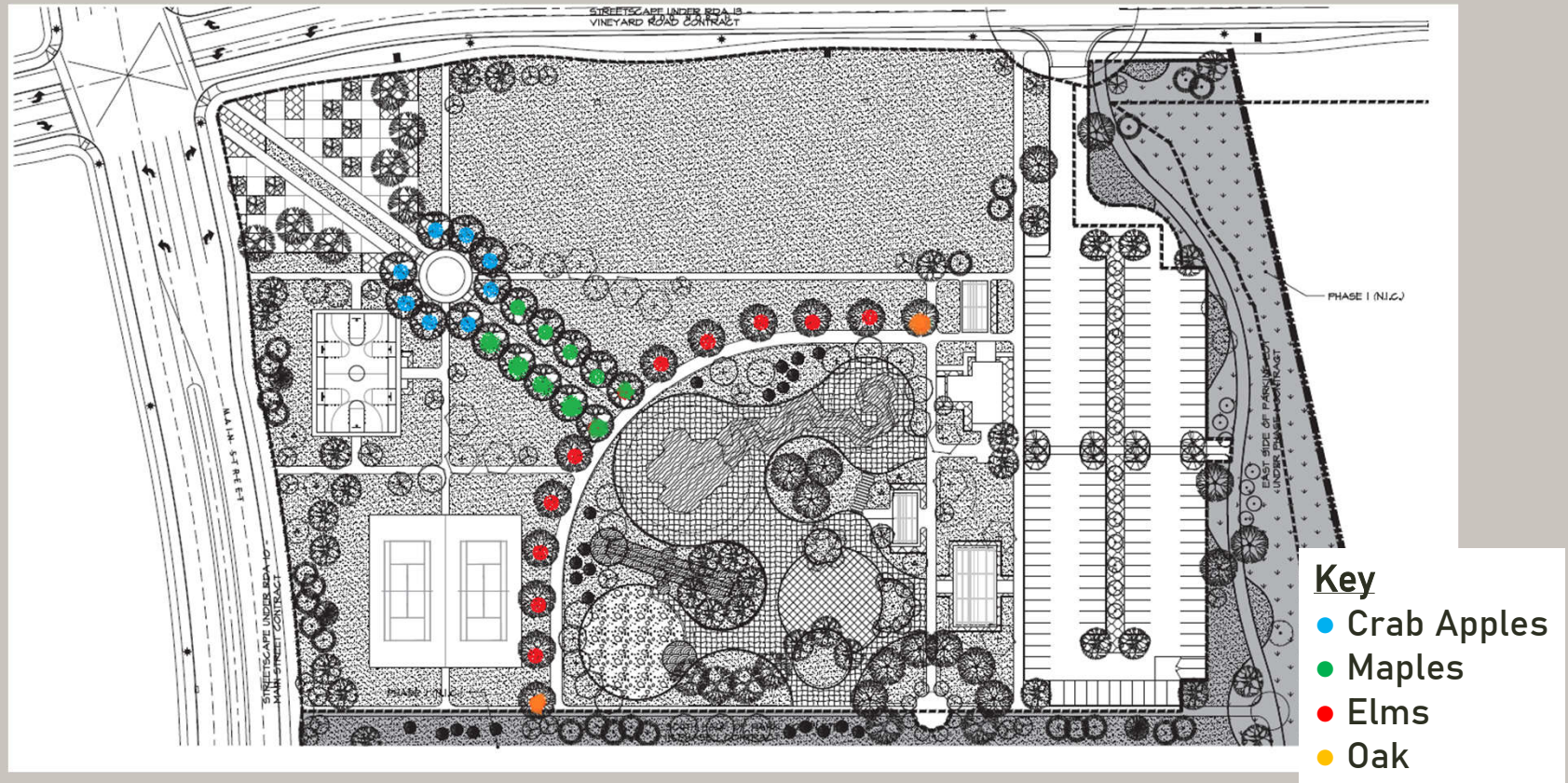
ORIGINAL PLANTING DESIGN (2018)



LOST TREES IN THE PARK

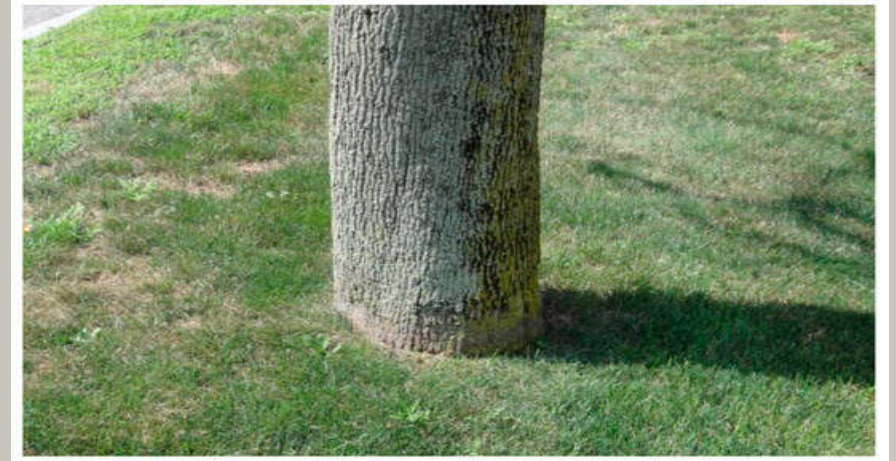


NEW TREES PLANTING



WHY THE HIGH LOSS OF TREES

- Planting in 2018, No City Arborist
- Poor Planting Practices (to deep, planted in baskets)
- Not Enough Care Give During Establishment
- Soil Conditions (Compacted Soils)
- Poor Tree Selection



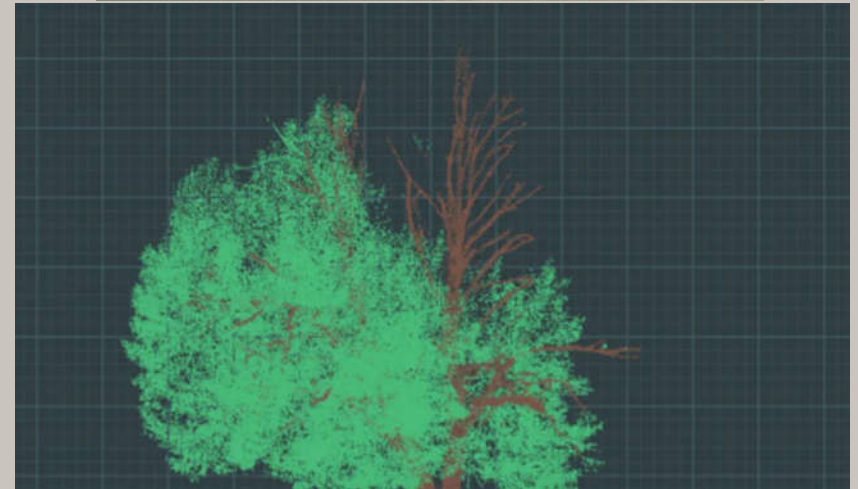
MAKING IT BETTER

- Proving Period with City ISA Certified Arborists
- Defined Planting Practices in Policy
- Soil Testing (Volume, Types, Quality)
- Tree Manual with Diversity Requirement
- Recurring Tree/Landscape Inspections



TREE INVENTORY

- 2200 City Trees
- Inspecting What We Have
 - Structure, Branch Attachment, Health, Clearance, Measurements
 - Photos
- LIDAR Inventory
 - Non-Subjective Data
 - Report of Each Tree
 - Leaf Area, Measurements, Health
 - Photos and 3D Model
 - Reduce Costs thru Targeted & Early Intervention



QUESTIONS

GEORGE SCHRAMM, ISA-ARBORIST
BLAINE NIELSEN, ISA-ARBORIST



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 19, 2026

Agenda Item: Pavement Preservation Program Update

Department: Public Works

Presenter: Chris Thomas

Background/Discussion:

Vineyard City continues to experience growth in its roadway network as development and infrastructure expansion occur throughout the community. As roadway systems age, proactive pavement preservation becomes increasingly important to protect the City's infrastructure investment, maintain roadway safety and ride quality, and reduce future rehabilitation and reconstruction costs.

This presentation will provide the City Council with an overview of the City's current pavement conditions, roadway lifecycle considerations, and the importance of preventative maintenance strategies. The presentation will also include a discussion regarding roadway maintenance funding sources and the projected roadway segments anticipated for preservation over the next five years.

Staff and Holbrook Asphalt will also discuss the use of HA5 asphalt rejuvenation treatments as part of the City's pavement preservation strategy. HA5 is a preservation treatment intended to restore flexibility in asphalt pavements, reduce oxidation impacts, and extend pavement service life when applied at appropriate pavement ages and conditions.

The Pavement Preservation Program is intended to maximize the useful life of City roadways through strategic and cost-effective maintenance practices while minimizing long-term taxpayer costs associated with roadway reconstruction.

Fiscal Impact:

NONE

Recommendation:

NONE

Sample Motion:

NONE

Attachments:

1. Pavement Preservation Update - 2026 Presentation



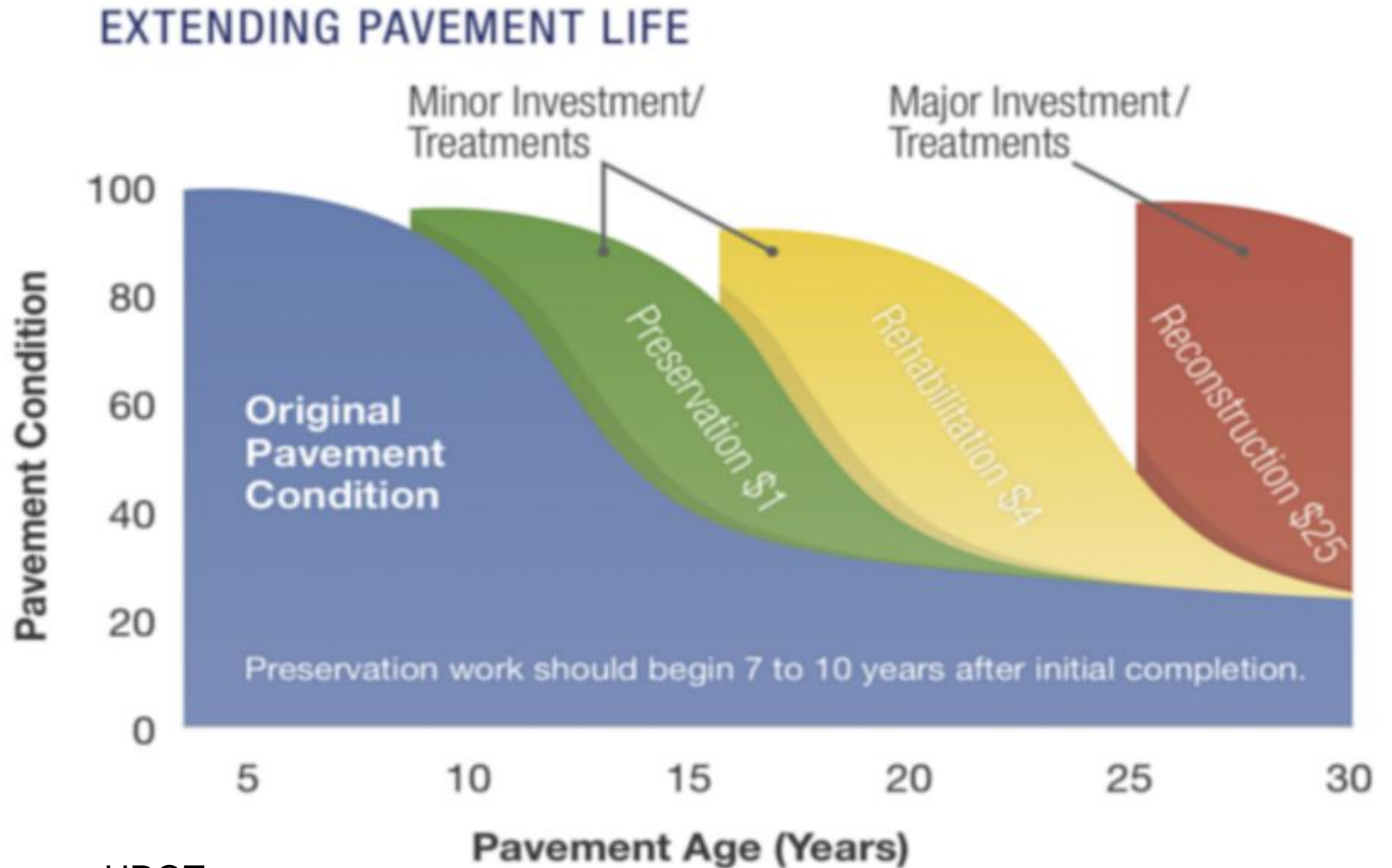
Pavement Preservation Update

City Council

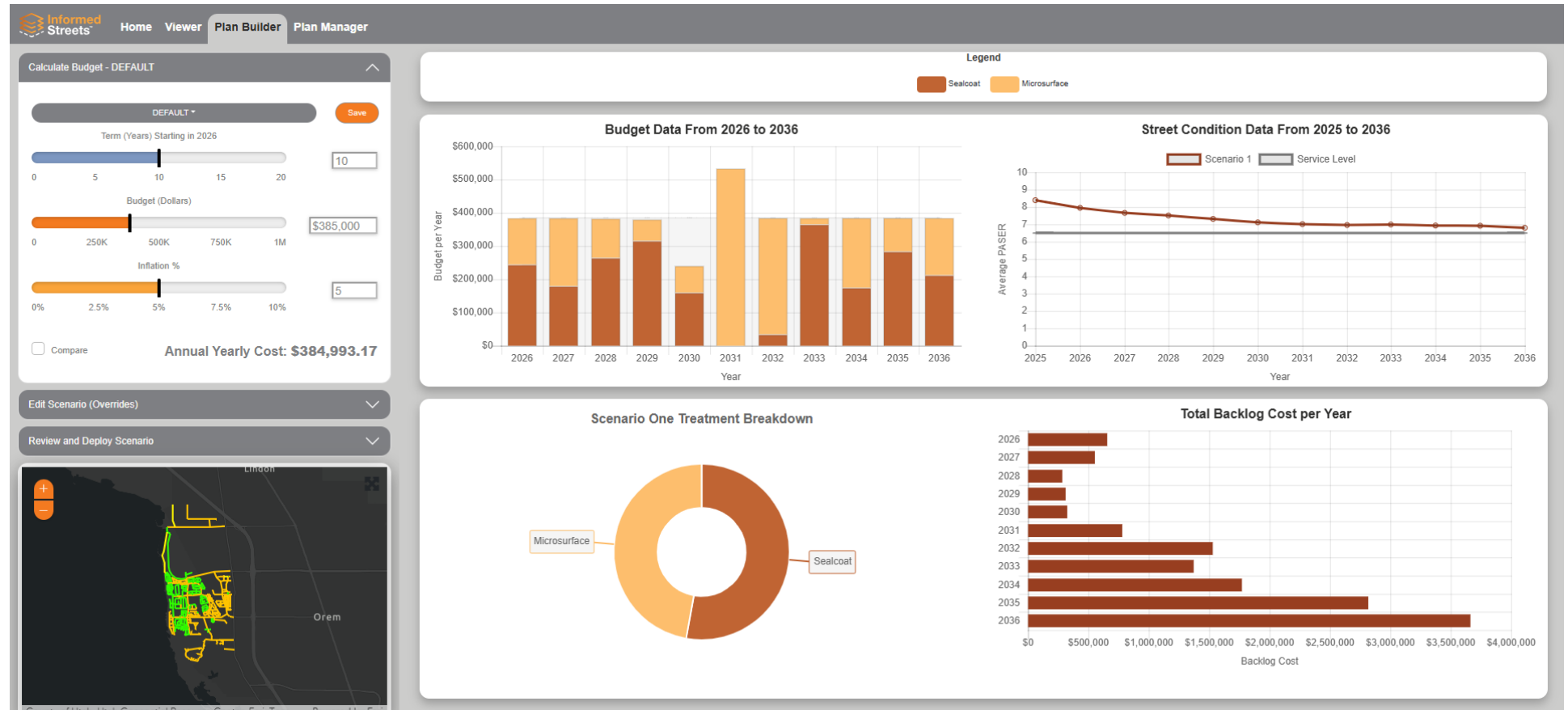
May 19, 2026

Vineyard Public Works

WHY DO WE PRESERVE OUR PAVEMENTS?



Pavement Condition Assessment



Data-Driven Maintenance shifts from reactive repairs or arbitrary maintenance to proactive preventative strategy

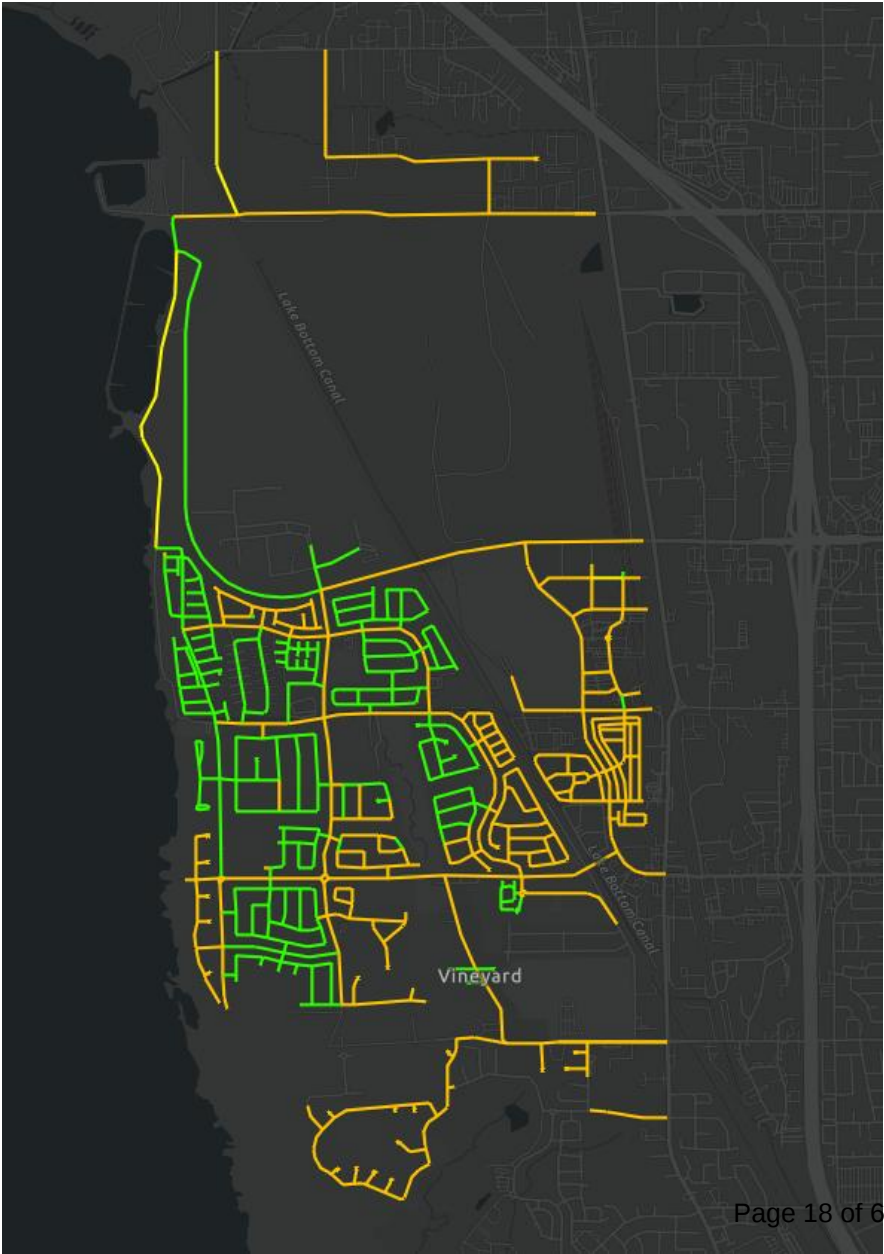


Pavement Condition in Snapshot

Vineyard City Current Network Snapshot

- **Most Vineyard roadways** currently fall within an estimated PCI range of 50 to 80 and **are good candidates for preventative preservation** treatments.
- **Some roadway** segments have deteriorated below PCI 40 and **require rehabilitation or reconstruction**.
- The City's goal is to **maintain an average network condition above PCI 70 (PASER 7)** to extend pavement life and reduce long-term costs.

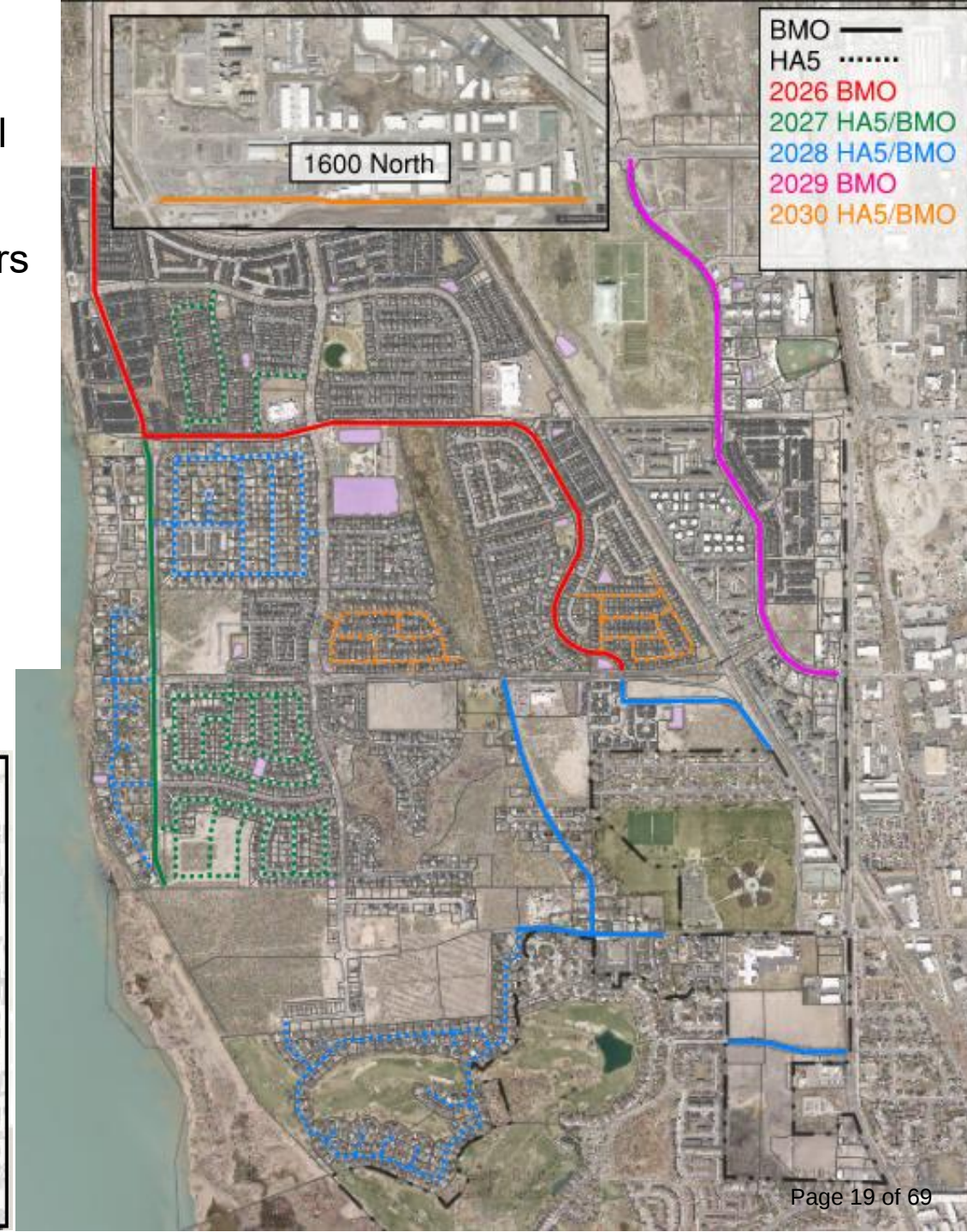
PASER Rating	Approx. PCI Equivalent	Condition Description	Typical Treatment
7-10	70-100 PCI	Good to Excellent	Preventative maintenance
5-6	50-69 PCI	Fair to Good	Crack seal, seal coat, microsurfacing
3-4	30-49 PCI	Poor to Fair	Mill & overlay rehabilitation
1-2	10-29 PCI	Very Poor / Failed	Full-depth reconstruction



Road Preservation for 5-Year Plan

15-year strategy emphasizes:

- Preserving roads before structural failure occurs
- Reducing costly emergency repairs and reconstructions
- Maintaining safe and reliable transportation infrastructure
- Improving long-term financial sustainability of roadway maintenance programs





Why Pavement Preservation?

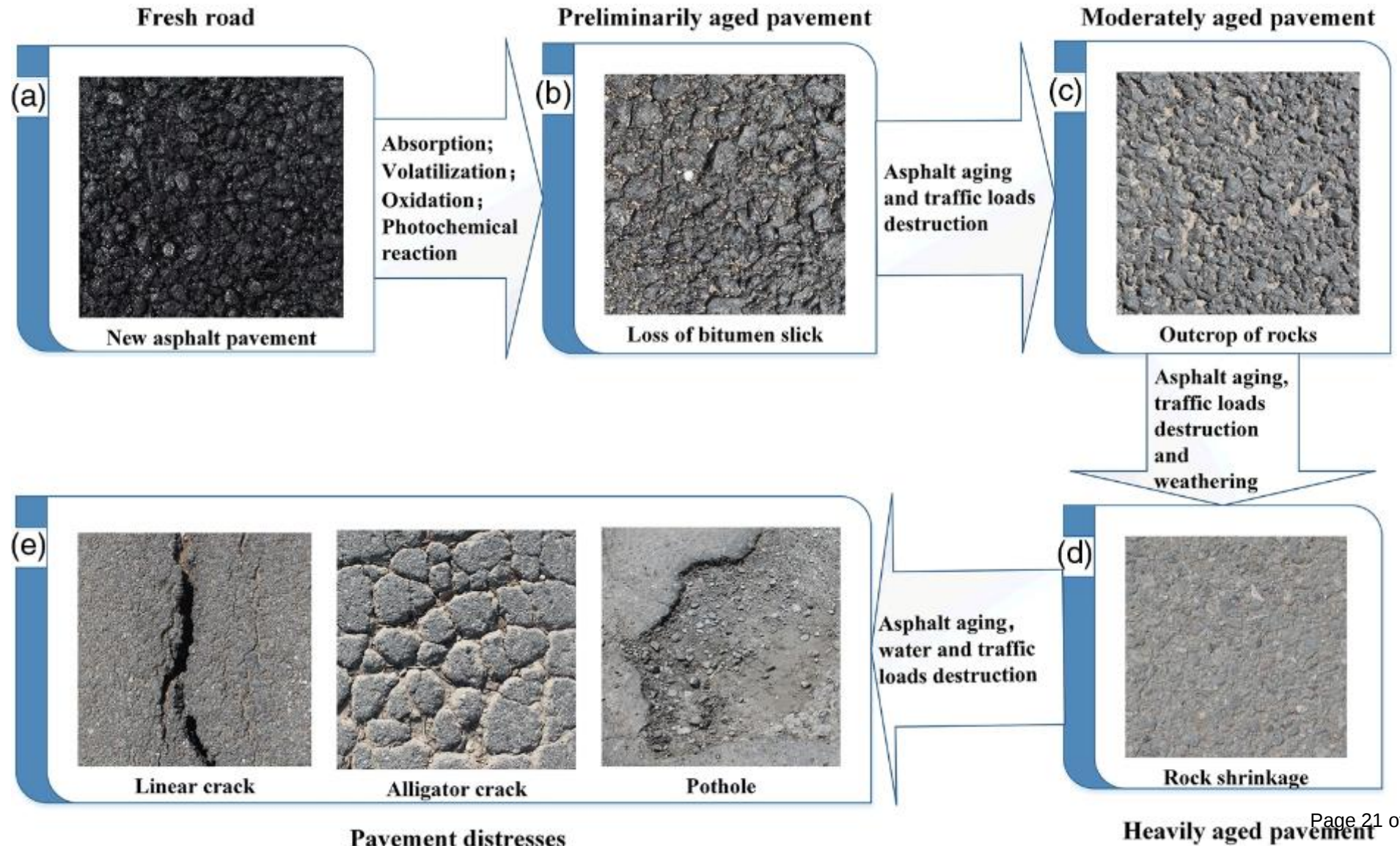
Cost Effective Approach

- Planned vs. Reactive Strategy
- Up to a 6 to 1 savings ratio vs. “worst first”

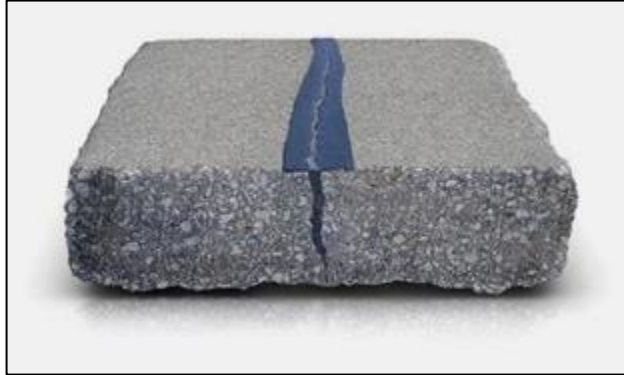
Good Pavements Stay Good

- Prevents failures before they occur
- Results in smoother, safer roads
- Reduces vehicle operations costs
- Improved highway/user satisfaction
- Reflects favorably on agency and paving industry

Lifecycle of a Pavement



Pavement Preservation Treatment Types



Crack Sealing



Pavement Rejuvenation



Chip Seal



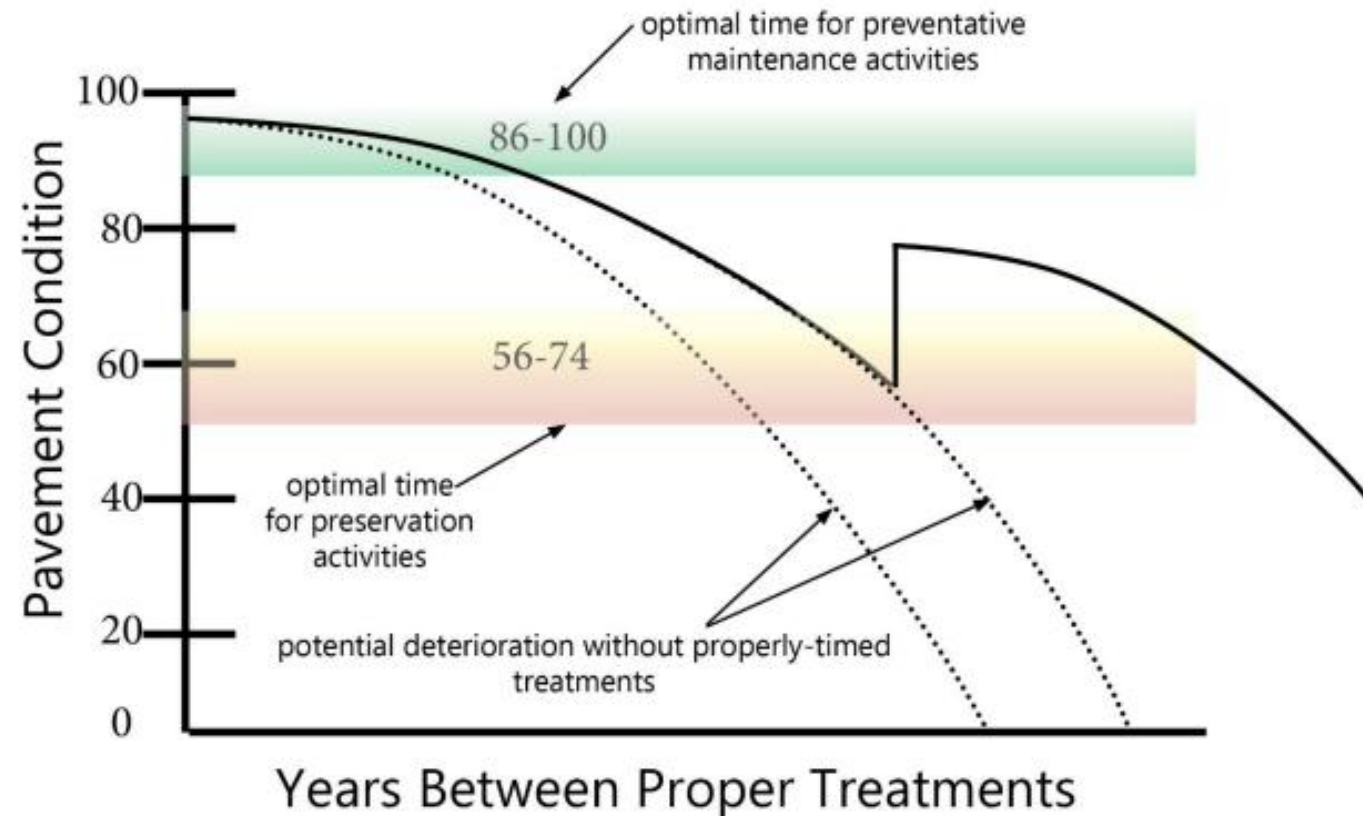
Micro-Surfacing



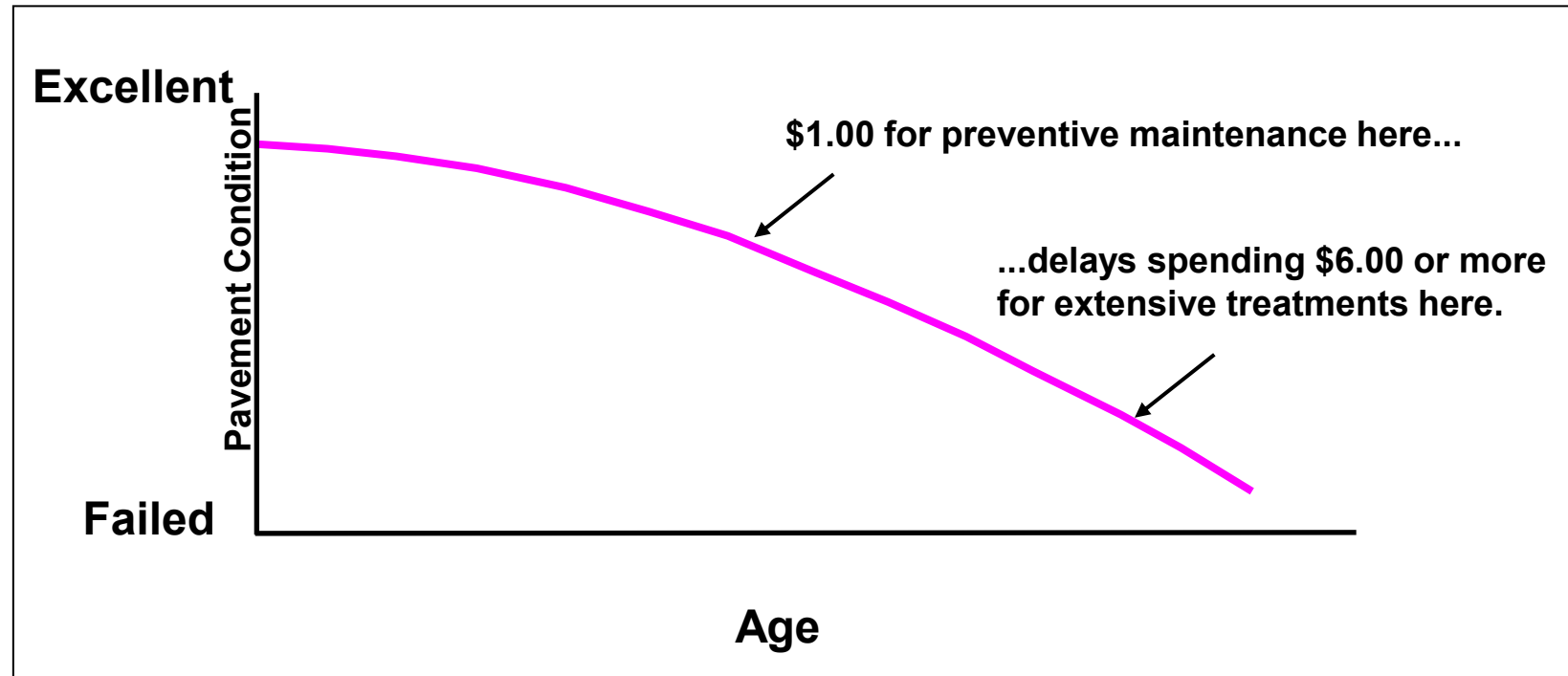
Patches & Short Overlays

Pavement Management

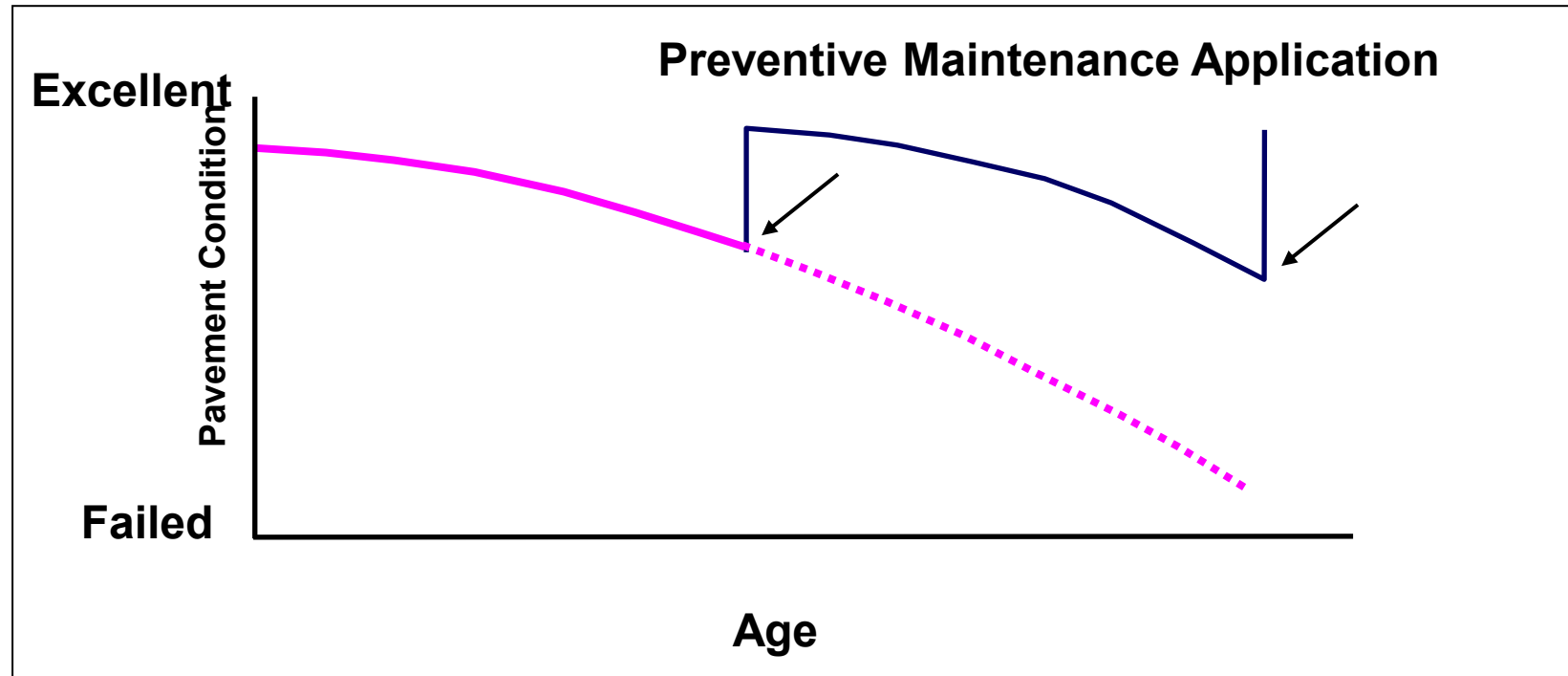
Determining the optimal threshold for treatments is the key strategy to preserving and rehabilitating pavement assets. Those thresholds are set to correspond to the ideal conditions for preservation and maintenance activities while the life-cycle cost is within an optimal cost range. The graph below depicts the concept of applying the proper treatment at the proper time within the pavement's life cycle.



Preventive Maintenance Concept



Preservation Strategy



Cost To Build a Road

The Salt Lake Tribune

The cost to expand Interstate 15 just got more expensive

The project, to expand the freeway between Salt Lake City and Farmington, would cost more than double what the Legislature has already allocated.



(Francisco Kjolseth | The Salt Lake Tribune) A pedestrian bridge built over Interstate 15 in Orem in 2020. The Utah Department of Transportation issued a draft environmental impact statement for a proposed expansion of I-15 between Farmington and downtown Salt Lake City on Friday, Sept. 28, 2023.

By Alixel Cabrera | Sep. 29, 2023, 2:55 p.m. | Updated: 4:00 p.m.

“We used to say it would cost a million dollars a mile to reconstruct a typical road, but it’s more than that now,” Maine Department of Transportation (MDOT) regional engineer John Devin said. “You’re probably **anywhere from 1½ to 2 million [per mile]** when you start getting into the more urban/rural stuff. Things are very site-specific.”



Design Engineering	15%
Grading & Excavation	15%
Gravel & Sub-base Preparation	20%
Paving	30%
Drainage & Culverts	5%-10%
Curbing, Striping, Guard Rails, "other" drainage, sidewalks, lighting	10%
Data provided by Maine Department of Transportation	
Ellsworth Secondary Road Costs - One Mile	
Overlay paving	\$115,000
Mill* and Pave	\$215,000
Reclaim** & Pave	\$235,000
Full Reconstruction	\$750-\$1.25M

Data provided by Ellsworth Public Works Dept. and is based on FY 2020 paving bid results.

*Mill: grind up existing asphalt for removal & recycling

** Reclaim: pulverize existing asphalt and sub-base layers together

Improvements with Pavement Preservation

Communication

- Website with an Interactive Map for Residents to see upcoming projects, current work zones, and estimated completion dates.
- Frequent Communication with HOA Boards
- Identify and provide solutions for "Overflow"/Off-Street Parking Areas & include this information on Website & Flyers

Education

- "Road Dollars at Work" Campaign (e.g., "\$1 today prevents \$6 tomorrow")
- Neighborhood Ambassadors (HOA or community leaders) to help share information within their neighborhoods.

Coordination

- Weekly Coordination Meeting with All Departments Before & During Pavement Season
- Provide Pavement Schedule during Staff Update to City Council

QUESTIONS?

Chris Thomas, CPM
Streets & Stormwater Manager

Clint Roundy
Streets Crew Lead

Patrick James, P.E.
Assistant City Engineer

Naseem Ghandour, P.E., GC
Public Works Director,
City Engineer





RESOLUTION 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VINEYARD, UTAH, AMENDING THE VINEYARD MUNICIPAL CODE, REMOVING POWERS AND DUTIES OF THE MAYOR AND GRANTING POWERS AND DUTIES TO A CITY MANAGER, AND APPOINTING BRIAN J. VOEKS AS CITY MANAGER

WHEREAS, the City Council of the City of Vineyard, Utah, seeks to amend the Vineyard Municipal Code and seeks to appoint a highly qualified individual to serve as City Manager; and

WHEREAS, Brian J. Voeks possesses extensive experience in municipal government, strong leadership abilities, and a proven record of effective public administration; and

WHEREAS, following a comprehensive recruitment and selection process, the City Council has determined that Brian J. Voeks is the most qualified candidate to lead the administration of the City; and

WHEREAS, it is the desire of the City Council to formally appoint Brian J. Voeks to the position of City Manager;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of the City of Vineyard, Utah, as follows:

Section 1. Brian J. Voeks is hereby appointed as the City Manager of the City of Vineyard, Utah effective [effective date].

Section 2. The City Manager shall serve at the pleasure of the City Council and shall receive such compensation, benefits, and terms of employment as may be established by separate agreement approved by the Mayor.

Section 3. The Mayor is authorized and directed to negotiate and then execute all necessary documents and take all actions required to effectuate this appointment.

Section 4. The City Council amends the Vineyard Municipal Code, removing powers and duties of the Mayor and granting power and duties to the City Manager.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Vineyard City Council this ____ day of _____ 2026.

Zack Stratton
Mayor, Vineyard City

SEAL

ATTEST:

Robin Raines-Bond
City Recorder, Vineyard City

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

2.03.010 Presiding Officer; General Duties

A, The mayor:

1. Presides at City Council and at all meetings of the governing body;
2. Signs ordinances, resolutions, contracts, and instruments on behalf of the City;
3. Represents the City in ceremonial and intergovernmental affairs;
- ~~3.4.~~ Oversees City events, lobbying, and media communications;
- ~~4.5.~~ Delivers an annual budget message to the Council; ~~and~~
- ~~5.6.~~ Appoints, with advice and consent of the Council, members of boards, committees, commissions, and officers as provided by law; ~~and~~
- ~~6.7.~~ May retain staff to assist in fulfilling the duties and obligations of the Mayor.

2.04.020 Delegation ~~o~~Of Executive ~~a~~And Administrative Authority

A, Except as provided in subsection D, pursuant to Utah Code § 10-3b-303(1)(b)(ii), the Council hereby delegates to the city manager ~~mayor~~ the executive and administrative duties listed in § 2.04.030 and 2.08.010.

B, The Council retains the authority to modify, add to, or withdraw any delegated duty by ordinance or resolution adopted in accordance with Utah Code § 10-3b-303(2).

C, The delegation of duties does not diminish the ~~m~~Mayor's authority to represent the City publicly or to provide policy leadership as chair of the Council.

D, Notwithstanding the delegation of powers and duties under Subsection A, with a majority of the voting members of the council, regardless of absence or vacancy, the city council specifically reserves the powers and duties to:

1. ~~d~~irect the mayor to appoint a city manager, an officer, or a city department director, when any office is vacant or is filled by an interim officer or interim city department director;
2. approve the payment, or a series of payments, made by the city that exceeds ten thousand dollars (\$10,000), except for those payments approved in the annual budget;
3. discharge any employee of the city in accordance with the established city policies;
4. hold a closed meeting prior to the termination of any city officer described in Section 2.04.010 or a department head;

5. grant the mayor authority to negotiate and sign a contract;
6. retain legal counsel, which is not the same as the City Attorney referenced in 2.09;
7. review and inspect any record or document possessed by the city; and
8. investigate the affairs of the city and any department or division thereof, and any contract for the proper performance of any obligations of the city.

HISTORY



VINEYARD

STAY CONNECTED

ORGANIZATIONAL CHART

MAY 2026

OFFICIALS & EXECUTIVE STAFF

MAYOR, CHAIR, CEO



ZACK STRATTON

CITY COUNCILOR
RDA BOARD
MEMBER



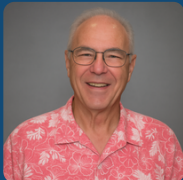
EZRA NAIR

CITY COUNCILOR
RDA BOARD
MEMBER



JAKE HOLDAWAY

CITY COUNCILOR
RDA BOARD
MEMBER



DAVID LAURET

CITY COUNCILOR
RDA BOARD
MEMBER



PARKER MCCUMBER

CITY COUNCILOR
RDA BOARD
MEMBER



JACOB WOOD

CITY MANAGER



BRIAN VOEKS

CITY ATTORNEY



JESSE RIDDLE

CHIEF ADMINISTRATIVE OFFICER



DAVID KYLE HERRING

BUILDING
OFFICIAL



CRIS JOHNSON

CITY
RECORDER



ROBIN RAINES-BOND

FINANCE
DIRECTOR



EVAN SMITH

CODE ENFORCEMENT
OFFICER



ED KENNEDY

EVENTS
CONTRACTOR



TERESA HORN

MEDIA
SPECIALIST



HUMAN
RESOURCES
MANAGER



HEIDI JACKMAN

PUBLIC WORKS
DIRECTOR/
CITY ENGINEER



NASEEM GHANDOUR
P.E.

COMMUNITY
ENRICHMENT
DIRECTOR



BRIAN VAWDREY

CODE ENFORCEMENT
SPECIALIST



COMMUNITIES THAT
CARE/GRANT WRITER



MELISSA GHANDOUR

RDA
DIRECTOR



JOSH DANIELS

BOARDS AND
COMMISSIONS

LOBBYING

BUILDING & PLANNING DEPARTMENT

**BUILDING OFFICIAL
PLANNING MANAGER**



CRIS JOHNSON



PLANNER



ANTHONY FLETCHER

PLANNER



PAUL DOUGLASS

PLANNER



RACHEL STEVENS

**PLANS
EXAMINER**



PATRICIA ABDULLAH

**SENIOR
BUILDING INSPECTOR**



AUSTIN DAVIS



**ACTIVE
TRANSPORTATION
COMMISSION
(ATC)**

**DEVELOPMENT
REVIEW
COMMITTEE
(DRC)**

**DEVELOPMENT SERVICES
COORDINATOR**



SAVANNAH POORMAN

**BUSINESS
LICENSING**



KELLY KLOEPFER

FINANCE DEPARTMENT



RECORDER'S OFFICE

CITY RECORDER



ROBIN RAINES-BOND



DEPUTY RECORDER



TONY LARA



HR DEPARTMENT

HR MANAGER



HEIDI JACKMAN

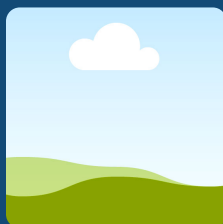
RDA

RDA DIRECTOR



JOSH DANIELS

RDA CONSULTANT



RDA CONSULTANT



RDA CONSULTANT



PUBLIC WORKS DEPARTMENT



PW ENGINEER DEPARTMENT

CITY ENGINEER



NASEEM GHANDOUR

ASSISTANT CITY ENGINEER



PATRICK JAMES

ENVIRONMENTAL PERMITTING SPECIALIST



JUSTINE MARSHALL

MS4 & STORMWATER INSPECTOR



KINSLI MCDERMOTT

PUBLIC WORKS INSPECTOR



AARON PLAKE

COMMUNITY ENRICHMENT

COMMUNITY
ENRICHMENT
DIRECTOR



BRIAN VAWDREY

LIBRARY
COORDINATOR



VALERIE POPADICH

RECREATION
MANAGER



ZACH BATY

PARKS
MANAGER



PRESTON JENSEN

LIBRARY

COMMUNITY
GARDEN

RECREATION
COORDINATOR



BAILEY BUSHMAN

RECREATION
COORDINATOR



BEN KING

PARKS
CREWLEADER



CARSON VANCE

ARCH
COMMISSION

PARKS
TECHNICIAN



TAGE THOMAS

PARKS
TECHNICIAN



HAYDEN SWENSON

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 19, 2026

Agenda Item: Holdaway Fields Development Agreement Amendment

Department: Administration and Community Development Department

Presenter: David Herring, Anthony Fletcher

Background/Discussion:

Introduction

The developers of Holdaway Fields have submitted a proposed amendment to the existing Development Agreement. The intent of this amendment is to align the agreement more closely with their current build strategy and implementation schedule. The proposal introduces updates to the phasing plan, and park dedication timing.

Proposed Amendments

1. **Phasing Plan Revisions** — The applicant is proposing to adjust the sequence of several development phases to better reflect the construction strategy and market conditions. An updated phasing exhibit has been provided for reference. For context, the currently approved phasing plan is also included in the packet.
2. **Park Completion and Dedication Timing** — The applicant seeks to modify the timing of park construction and dedication to coordinate with the updated phasing plan and the issuance of Certificates of Occupancy. The intent is to ensure park improvements are delivered in a manner consistent with the revised buildout sequence.
3. **Impact Fee Revision** — Staff reviewed the proposed amendment requests and recommends that the impact fee for all buildings in the development be assessed and calculated at the time of building permit application, which is standard practice for cities. Impact fees should not be locked in or tied in at the time of executing the amended development agreement for any building.

Fiscal Impact:

Recommendation:

Staff has completed a comprehensive review of the proposed amendment request and finds the application to be consistent with Vineyard's General Plan, development framework, and established administrative practices. The proposal is supported, subject to clarification regarding the timing of impact fee assessment.

Staff recommends that impact fees for all buildings within the development be assessed and calculated at the time of building permit application, in accordance with standard municipal practice. Staff does not support locking in or establishing impact fee amounts at the time of executing the amended Development Agreement. Staff has included the language to the Public Utilities section of the development agreement amendment draft to reflect this intent.

This approach ensures consistency with established procedures, allows for the application of

current adopted fee schedules, and maintains compliance with applicable impact fee policies and administrative practices.

Sample Motion:

"No Motion Required for this Item."

Attachments:

1. 2026-02-26 Holdaway Fields Development Agreement Public Hearing Version
2. Amended Phasing Plan v3 03.02.2026

When recorded, return to:

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

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 ~~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 ~~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. Developer may, but shall not be required to, incorporate into the private amenity a small retail location to provide products, such as ice cream/gelato, milkshakes, frozen yogurt, shaved ice, soft drinks, or other similar products to encourage and enhance community vibrancy, interaction, and gathering.

(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 ~~7~~3 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. Developer agrees that the Project shall be subject to all impact fees, which are (1) imposed at the time of issuance of Building Permits, and (2) generally applicable to other property in the City; and Developer waives its position with respect to any vested rights to the imposition of such fees but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of or the amount of the fees within the time frame(s) set forth in Utah Code §11-36a-702.

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. 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)

[Signature page to Development Agreement]

EXHIBIT A-2

(Legal Description of Church ROW Property)

EXHIBIT B
(Neighborhood Plan)

EXHIBIT C
(Zoning Ordinance)

EXHIBIT D

(Phasing plan of the Project)

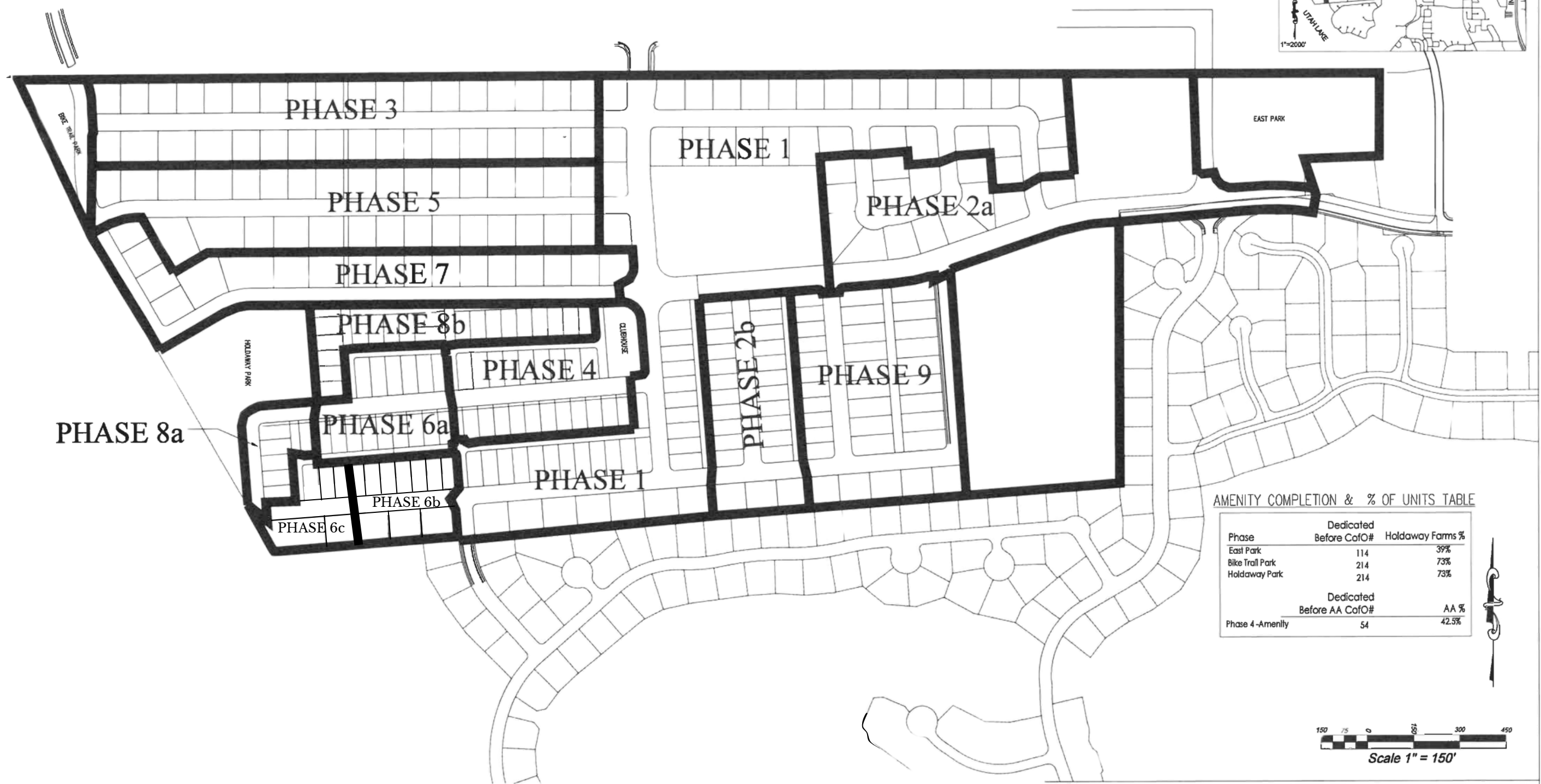
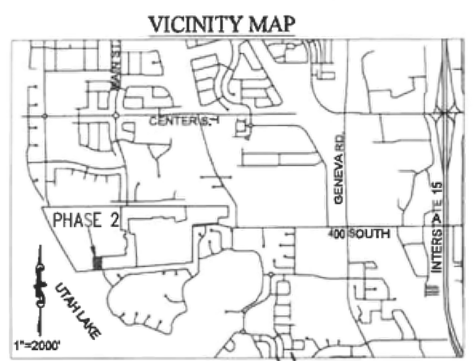
EXHIBIT E

(Cross Section Analysis)

EXHIBIT F
(Updated Phasing Plan)

HOLDAWAY FIELDS

PROPOSED PHASING PLAN BY DEVELOPER



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#	AA %
Phase 4 -Amenity	54	42.5%

