



**NOTICE OF A WORK SESSION AND REGULAR
MEETING OF THE VINEYARD CITY COUNCIL
September 13, 2017 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a Work Session, and Regular meeting on Wednesday, September 13, 2017, at 6:00 pm in the Vineyard City Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AGENDA

WORK SESSION

1. CALL TO ORDER

2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

3. DEMOGRAPHIC REPORT PRESENTATION

Claire Hague, the Planning Department intern, will present a demographic report of Vineyard.

4. OPEN SESSION – *Citizens' Comments*

(15 minutes)

*"Open Session" is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.*

**5. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE
COUNCIL – Planning Commission Chair Chris Judd**

6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

7. STAFF REPORTS

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- Attorney – David Church
- Utah County Sheriff's Department – Sergeant Holden Rockwell
- Community Development Director – Morgan Brim
- City Recorder – Pamela Spencer

- Building Official – George Reid – Monthly Report
- Water/Sewer Operator Sullivan Love - Timpanogos Special Service District - Board Member

8. DISCUSSION ITEMS

No items were submitted.

9. ITEMS REQUESTED FOR FUTURE AGENDAS

(Requests for future agenda items are to be submitted to the City Clerk/Recorder the Friday before a City Council meeting. If there will be a cost to the city, project and event requests must be submitted with a fiscal impact analysis or report.)

Item

Requested by

No items were submitted.

REGULAR SESSION

10. MAYOR'S APPOINTMENTS

Planning Commission.....1 vacancy

11. CONSENT ITEMS

- Approval of the August 23, 2017 City Council Meeting Minutes
- Approval of the August 29, 2017 City Council Special Session Minutes
- Approval of The Willows at Waters Edge Final Plat C
- Approval of Bridgeport at Water Edge Final Plat C
- Approval of Westbrook at Waters Edge Final Plat C
- Approval of Holdaway Farms Final Plat

12. BUSINESS ITEMS

12.1 DISCUSSION AND ACTION – **Milltown Preliminary and Final Subdivision Plat**

(15 minutes)

Eric Town, owner of 600 Mill LLC, is requesting preliminary subdivision plat approval for the Mill Town commercial development, which is located in front of the Megaplex at 586 North Mill Road. The mayor and City Council will take appropriate action.

12.2 PUBLIC HEARING – **Zoning Code Text Amendments**

Community Development Director Morgan Brim will be presenting amendments to the Zoning Code. This item has been divided into two parts to allow for separate public comment. The mayor and City Council will take appropriate action.

12.2. a) Section 605 District Use Table - to establish Short-Term Residential Lease as non-permitted in all zoning districts; Section 3002 Definitions of General Purpose – to retitle Section 3002 to “Definitions” and to define Short-Term Residential Lease.

12.2.b) Section 606 Dimensional Standards Table - adding dimensional standards for accessory buildings; Section 1703 & 1704 - to clarify standards for accessory buildings; Section 1706 - to add driveway parking length standards for accessory dwelling units; adding new Section 1719 Drive-thru Facilities - to establish standards for drive-thru facilities including lane length/width, stacking spaces, building orientation, drive-up windows, layout, signage, hours of operation, pedestrian access, traffic circulation, noise levels and landscaping.

12.3 DISCUSSION AND ACTION – Town Center Roadway Design and Layout

(15 minutes)

Public Works Director/Engineer Don Overson will present the amended Town Center roadway design and layout. The mayor and City Council will take appropriate action.

13 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:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

14 ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is September 27, 2017.

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 (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: September 12, 2017

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Date: September 13, 2017

Agenda Item: 12.1

From: Elizabeth Hart, Planner

Department: Community Development

Subject: Mill Town Commercial Preliminary and Final Subdivision Plat

Background/Discussion:

The proposed application is for a preliminary subdivision plat for the Mill Town Commercial subdivision. The subject property is located at 586 N Mill Road, in front of the Megaplex, and is within the Regional Mixed Use (RMU) zoning district. The subject property is divided into nine (9) individual lots.

Recommendation:

On September 6, 2017, the planning commission recommended approval of the proposed preliminary plat for Mill Town Commercial subject to the following conditions:

1. The cross-access easement agreement be reviewed by staff prior the final plat being recorded.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The final plat be in compliance with the preliminary plat.

Staff recommends the City Council grant approval of the proposed preliminary and final plat for Mill Town Commercial subject to the three stipulations by the planning commission.

Attachments:

Staff Report

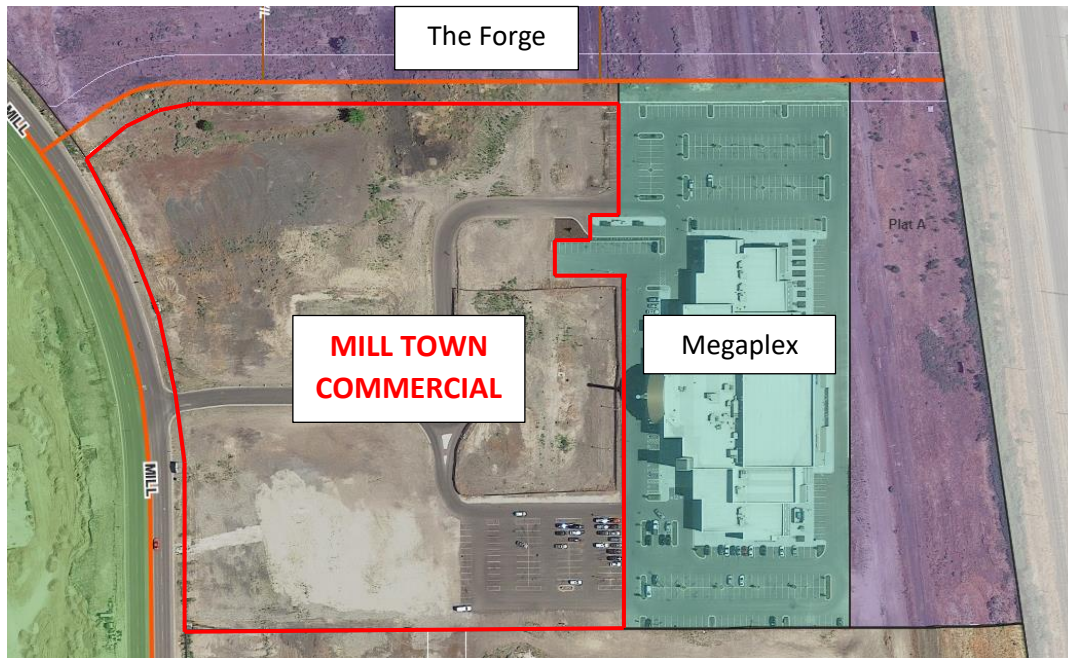
Preliminary Subdivision Application

Final Subdivision Application

Preliminary and Final Subdivision Plat

Community Development

Date: September 13, 2017
From: Elizabeth Hart, Planner
To: City Council
Item: Mill Town Subdivision Preliminary and Final Subdivision Plat
Address: 586 N Mill Road
Applicant: Brant Tuttle, Northern Engineering Inc., Eric Towner, 600 Mill LCC



INTRODUCTION:

The proposed application is for a preliminary subdivision plat for the Mill Town Commercial subdivision. The subject property is located at 586 N Mill Road, in front of the Megaplex, and is within the Regional Mixed Use (RMU) zoning district.

ANALYSIS:

The RMU district does not have standards for individual lots. The RMU zoning ordinance states that the minimum acreage required for a development is ten (10) acres. The proposed property meets this requirement with a total of nine (9) buildable lots totaling at 11.692 acres. Setback requirements are for lots along Mill Road and 650 N, interior lots do not have setback requirements.

LOT NUMBER	LOT SIZE	SETBACK
Lot 1	1.19 acres	N/A
Lot 2	1.27 acres	N/A
Lot 3	1.00 acres	15 ft.
Lot 4	1.20 acres	15 ft.
Lot 5	2.71 acres	20 ft.



Community Development

Lot 6	.78 acres	15 ft.
Lot 7	2.29 acres	20 ft. and 15 ft.
Lot 8	.59 acres	N/A
Lot 9	.67 acres	N/A
TOTAL	11.7 acres	

FINDINGS:

With the proposed conditions, the proposed plats meet the following findings:

- It is in conformance with the zoning ordinance.

RECOMMENDATION:

On September 6, 2017, the planning commission recommended approval of the proposed preliminary plat for Mill Town Commercial subject to the following conditions:

1. The cross-access easement agreement be reviewed by staff prior the final plat being recorded.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The final plat be in compliance with the preliminary plat.

Staff recommends the City Council grant approval of the proposed preliminary and final plat for Mill Town Commercial subject to the three stipulations by the planning commission.

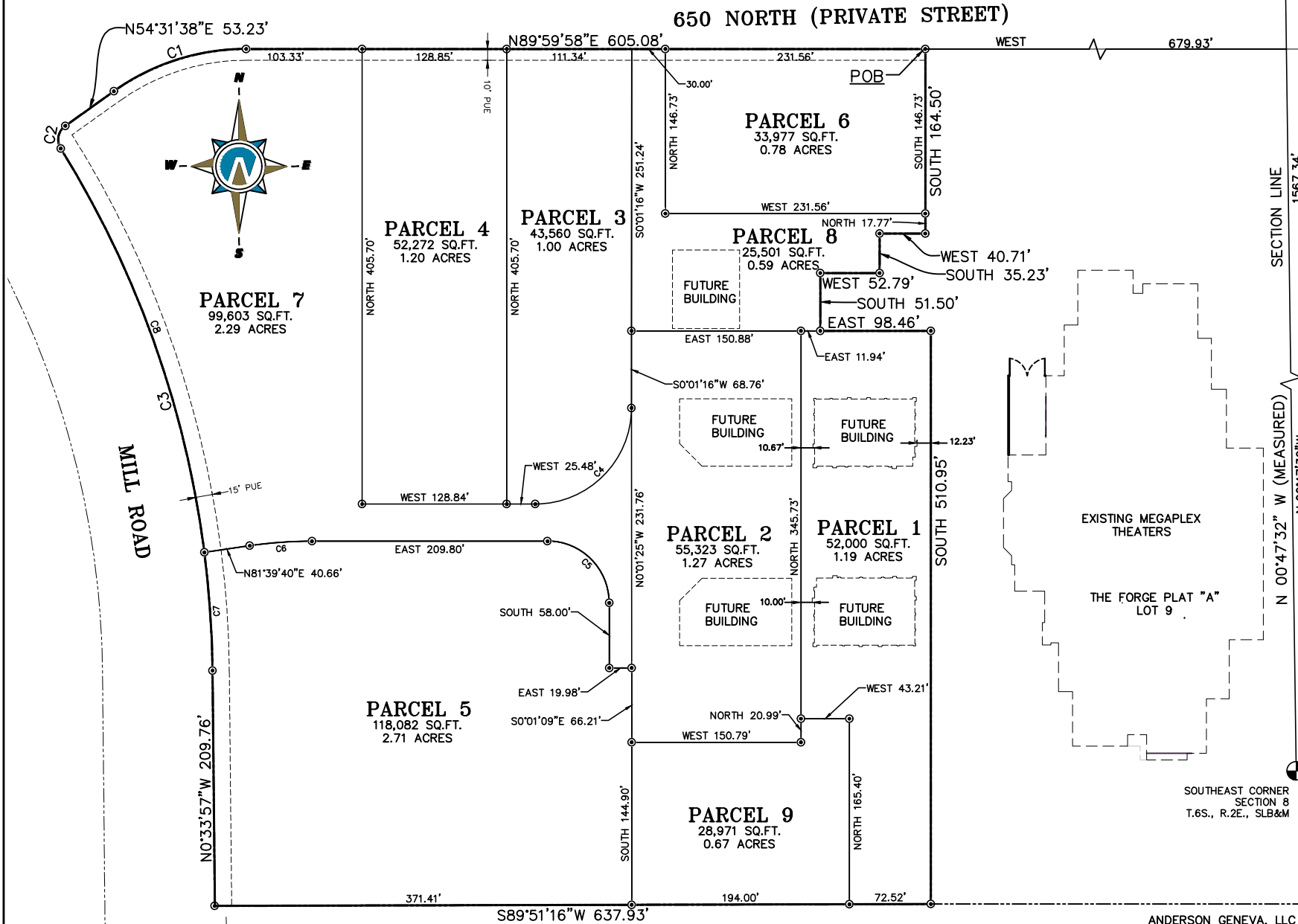
PROPOSED MOTION:

"I move that the City Council GRANT PRELIMINARY AND FINAL APPROVAL for the Mill Town Commercial with the three proposed conditions."

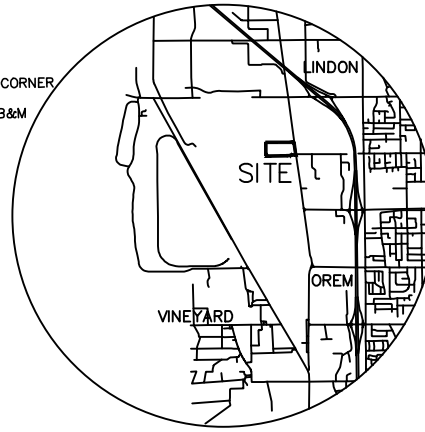
Attachments:

Preliminary Plat Application
Final Plat Application
Preliminary/Final Plat

MILL TOWN COMMERCIAL SUBDIVISION
INCLUDING A VACATION OF ALL OF THE
FORGE PLAT "A" LOT 8
LOCATED IN SOUTH EAST 1/4 CORNER OF SECTION 8
T.6S., R.2E., S.L.B.&M.



EAST QUARTER CORNER
SECTION 8
T.6S., R.2E., S.L.B.&M



VICINITY MAP

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- ADJOINERS PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED BUILDING

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 800-366-6532

ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. 17-27-603(4)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT EFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - a. A RECORDED EASEMENT OR RIGHT OF WAY
 - b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - c. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - d. ANY OTHER PROVISIONS OF LAW.

ANDERSON GENEVA, LLC

PLAT NOTES
1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE DAY OF 20 .
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL STANDARDS, REGULATIONS AND ORDINANCES.
3. BUILDING PERMIT WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMIT WILL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF THE BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREET DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VINEYARD ZONING ORDINANCE.
10. ALL AREAS ON THIS PLAT THAT ARE NOT DESIGNATED AS PRIVATE OWNERSHIP OR LIMITED COMMON AREA OR BUILDING IS DESIGNATED AS COMMON AREA. ALL COMMON AREAS INCLUDING PRIVATE DRIVES ARE TO BE PUBLIC UTILITY EASEMENTS (PUE) FOR THE INSTALLATION, ACCESS, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.

ANDERSON GENEVA, LLC

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	125.68'	203.00'	123.68'	N72°15'48"E	35°28'20"
C2	22.61'	15.00'	20.53'	N11°20'41"E	86°21'54"
C3	490.67'	899.00'	484.61'	N16°12'07"W	31°16'19"
C4	134.63'	85.73'	121.22'	N45°00'38"E	89°58'44"
C5	86.39'	55.00'	77.78'	N45°00'00"W	90°00'00"
C6	55.89'	384.00'	55.84'	S85°49'50"W	8°20'20"
C7	105.52'	899.00'	105.46'	S3°57'06"E	6°46'35"
C8	385.15'	899.00'	382.08'	N19°34'08"W	24°29'44"

Northern
ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

10 60 180
0 30 120
(24"x36")
SCALE 1" = 60'
(11"x17")
SCALE 1" = 120'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL
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SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 122782. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ KENNETH E. BARNEY, P.L.S.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00.47'32"W. A DISTANCE OF 1567.34 FEET; THENCE WEST A DISTANCE OF 679.93 FEET TO THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 164.50 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET; THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 490.67 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 31°16'19" AND A CHORD THAT BEARS N.16°12'07"W. A DISTANCE OF 484.61 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 86°21'54" AND A CHORD THAT BEARS N.11°20'41"E. A DISTANCE OF 20.53 FEET; THENCE N.54°31'38"E. A DISTANCE OF 53.23 FEET TO A POINT OF CURVATURE OF A 203.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°28'20" AND A CHORD THAT BEARS N.72°15'48"W. A DISTANCE OF 123.68 FEET; THENCE N.89°59'58"E. A DISTANCE OF 605.08 FEET TO THE POINT OF BEGINNING. CONTAINING 509,293 SQ.FT. OR 11.69 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20 _____

SIGNATURE _____ PRINT NAME _____ TITLE & ENTITY _____

SIGNATURE _____ PRINT NAME _____ TITLE & ENTITY _____

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THIS _____ DAY OF _____ A.D. _____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION NUMBER _____ SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ PRINT NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

VINEYARD PLANNING COMMISSION CHAIR _____ VINEYARD ATTORNEY _____

DATE: ____ / ____ / ____ DATE: ____ / ____ / ____

VINEYARD ENGINEER _____ CITY MANAGER _____

DATE: ____ / ____ / ____ DATE: ____ / ____ / ____

CLERK/RECORDER _____

DATE: ____ / ____ / ____

MILL TOWN COMMERCIAL
SUBDIVISION

INCLUDING A VACATION OF ALL OF THE
FORGE PLAT "A" LOT 8
LOCATED IN SECTION 8, T.6S., R.2E., S.L.B.&M.

TOWN OF VINEYARD _____ UTAH COUNTY, UTAH
SCALE: 1" = 60' FEET

24

When recorded, return to:
Donald J. Winder
Winder & Counsel, PC
460 South 400 East
Salt Lake City, UT 84111

ENT 66255:2015 PG 1 of 8
Jeffery Smith
Utah County Recorder
2015 Jul 23 12:30 PM FEE 31.00 BY SS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

ASSIGNMENT AND ASSUMPTION OF CROSS EASEMENT OBLIGATIONS
("Cottonwood")

THIS ASSIGNMENT AND ASSUMPTION OF CROSS EASEMENT OBLIGATIONS (this "**Assignment**") is made and entered into as of the 23 day of July, 2015 (the "**Effective Date**"), by and among MTLH, LLC, a Utah limited liability company and MTLH COMMERCIAL, LLC, a Utah limited liability company (hereinafter collectively referred to as "**Assignor**"), WILDER SAGE ENTERPRISE PROPERTIES, L.L.C., a Utah limited liability company (hereinafter referred to as "**Assignee**" or "**Wilder Sage**"). Assignor and Assignee may be collectively referred to herein as the "**Parties**" and each may be referred to individually as a "**Party**."

WHEREAS, MTLH, LLC and Assignee have agreed to sell and purchase, respectively, that certain real property consisting of approximately 6.28 acres and improved with a Larry H. Miller Megaplex Theater (the "**Megaplex Parcel**"), as more fully described in **Exhibit A** attached hereto, pursuant to the terms and conditions of that certain Purchase and Sale Agreement for Commercial Real Estate dated February 4, 2015, as amended (the "**PSA**");

WHEREAS, the Megaplex Parcel was originally purchased by Assignor from Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC as part of a larger approximately 18.61 acre parcel (the "**Entire Parcel**"), as more fully described in **Exhibit B** attached hereto, pursuant to the terms of that certain Real Estate Purchase Contract dated March 21, 2014 by and between MTLH, LLC as successor-in-interest to Hansen Equities, LLC, and Anderson;

WHEREAS, in Section 2 of that certain Purchase and Sale Agreement for Commercial Property dated February 4, 2015 as amended ("**PSA**"), MTLH, LLC warrants that the Megaplex Parcel includes "all rights and easements appurtenant."

WHEREAS, prior to its sale of the Megaplex Parcel to Wilder Sage, MTLH conveyed approximately 12.45 acres (the "**Commercial Parcel**") of the Entire Parcel to MTLH Commercial, LLC ("**MTLH Commercial**"), as more fully described in **Exhibit C** attached hereto.

WHEREAS, Cottonwood Geneva, LLC, a Delaware limited liability company (together with its successors and assigns, "**Cottonwood**") is the owner of that adjoining real property (the "**Cottonwood Parcel**") located in the Town of Vineyard, Utah County, Utah, immediately to the north of the Entire Parcel, as more particularly described on Exhibit D attached hereto and incorporated herein by reference.

NOW THEREFORE, Assignor and Assignee desire to set forth their understanding and agreement, as the successors-in-interest to the Megaplex Parcel, as separated from the Entire Parcel acquired from MTLH, LLC, in relation to any and all rights and easements appurtenant pertaining to the Cottonwood Parcel.

Assignor hereby assigns any and all rights, and easements appurtenant pertaining to the Cottonwood Parcel as it may affect the Megaplex Parcel to Wilder Sage, subject to and as further provided for in the Access, Parking and Utilities Easement Agreement and Access Roads Construction Agreement ("Construction Agreement"), both recorded with the Utah County Recorder's Office.

MTLH Commercial and Wilder Sage acknowledge and agree, subject to the further respective rights and obligations in the Construction Agreement, that the Parties will with respect to the Commercial Parcel and the Megaplex Parcel, respectively, (i) negotiate for their mutual benefit with Cottonwood to obtain and grant perpetual and non-exclusive vehicular, access and pedestrian easements on all driveways, roads, thoroughfares, and parking located on the respective parcels for vehicular and pedestrian access, and (ii) engage in good faith and commercially reasonable decision making in relation to such approvals, agreements, and documents and shall not unreasonably withhold or delay approval of such agreements or documents.

Notwithstanding anything in this Agreement or the Anderson REPC, the obligations of Wilder Sage regarding Future Commercial Access Roads shall not exceed and are limited to its obligations under the Construction Agreement.

MTLH, LLC

By: [Signature]

Name: Bart Brookbank

Title: Manager

MTLH COMMERCIAL, LLC

By: [Signature]

Name: Bart Brookbank

Title: Manager

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

On the 21st day of July, 2015, before me, a notary public, personally appeared Bart Brookbank, the Manager of MTLH, LLC and MTLH COMMERCIAL, LLC, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



Jennifer Latzke
NOTARY PUBLIC

WILDER SAGE ENTERPRISE
PROPERTIES, L.L.C.

By: [Signature]

Name: Jayson Orris

Title: Manager

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

On the 20 day of July, 2015, before me, a notary public, personally appeared Jayson Orris, the Manager of WILDER SAGE ENTERPRISE PROPERTIES, L.L.C., personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



Heather Bailey
NOTARY PUBLIC

MTLH, LLC

By: _____
 Name: _____
 Title: Manager

MTLH COMMERCIAL, LLC

By: _____
 Name: _____
 Title: Manager

STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

On the ____ day of _____, 2015, before me, a notary public, personally appeared _____, the Manager of MTLH, LLC and MTLH COMMERCIAL, LLC, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

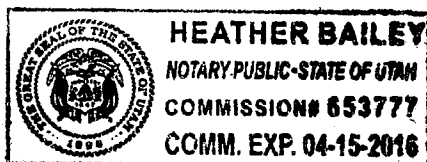
 NOTARY PUBLIC

WILDER SAGE ENTERPRISE
 PROPERTIES, L.L.C.

By: _____
 Name: Jayson Orris
 Title: Manager

STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

On the 20 day of July, 2015, before me, a notary public, personally appeared Jayson Orris, the Manager of WILDER SAGE ENTERPRISE PROPERTIES, L.L.C., personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



Heather Bailey
 NOTARY PUBLIC

EXHIBIT A

Legal Description of the Megaplex Parcel

A portion of Lot 2, Geneva Park East - Phase One Megaplex, according to the official plat thereof as recorded in the office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North 00°47'32" West a distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning; thence South a distance of 792.35 feet; thence South 89°51'16" West a distance of 967.03 feet; thence North 00°33'57" West a distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a Central Angle of 40°47'02" and a chord that bears North 20°57'28" West a distance of 626.50 feet; thence North 89°59'58" East a distance of 1193.18 feet to the point of beginning.

Less and Excepting:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, SLB&M, Vineyard, Utah, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North 00°47'32" West a distance of 805.08 feet along the section line; thence West a distance of 685.49 feet to the real point of beginning;

Thence South 89°51'16" West a distance of 637.93 feet to a point on the Easterly right of way of Mill Road, Vineyard, Utah; thence North 00°33'57" West a distance of 209.76 feet along said right of way to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.93 feet along said right of way, said curve having a central angle of 40°47'05" and a chord that bears North 20°57'29" West a distance of 626.51 feet; thence North 89°59'58" East a distance of 859.13 feet; thence South a distance of 195.51 feet; thence West a distance of 40.71 feet; thence South a distance of 35.23 feet; thence West a distance of 52.79 feet; thence South a distance of 51.50 feet; thence East a distance of 98.46 feet; thence South a distance of 510.95 feet to the point of beginning.

The following is shown for information purposes only: 40-468-0009

EXHIBIT B

Legal Description of the Entire Parcel

A parcel of land located in the southeast quarter of the southeast quarter of Section 8, Township 6 South, Range 2 East SLB&M, said property being more particularly described as follows:

Beginning at the Southeast corner of said Section 8; thence North $00^{\circ}47'32''$ West. A distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning;

Thence South a distance of 792.35 feet; thence South $89^{\circ}51'16''$ West. A distance of 967.03 feet; thence North $00^{\circ}33'57''$ West. A distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a central angle of $40^{\circ}47'02''$ and a chord that bears North $20^{\circ}57'28''$ West. A distance of 626.50 feet; thence North $89^{\circ}59'58''$ East. A distance of 1193.18 feet to the point of beginning.

Containing 18.61 acres of land.

Tax ID No. 40-468-0008

Tax ID No. 40-468-0009

EXHIBIT C

Legal Description of the MTLH Commercial, LLC Parcel

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. A DISTANCE OF 805.08 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 685.49 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD VINEYARD, UTAH; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 639.93 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 40°47'05" AND A CHORD THAT BEARS N.20°57'29"W. A DISTANCE OF 626.51 FEET; THENCE N.89°59'58"E. A DISTANCE OF 859.13 FEET; THENCE SOUTH A DISTANCE OF 195.51 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET TO THE POINT OF BEGINNING. CONTAINING 542,162 SQ.FT OR 12.45 ACRES.

TAX ID NO. 40-468-0008

EXHIBIT D

LOT 1, PART LOT 2, GENEVA PARK EAST PHASE ONE MEGAPLEX DESCRIBED AS FOLLOWS:

COMMENCING NORTH 0°47'32" WEST 1598.34 FEET AND WEST 204.63 FEET FROM SOUTHEAST CORNER. SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M; SOUTH 8°5'53" EAST 795.08 FEET; SOUTH 86°38'21" WEST 36.41 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: SOUTH 88°14'47" WEST 89.74 FOOT, RADIUS = 1600 FEET); SOUTH 89°51'16" WEST 126.74 FEET; NORTH 792.35 FEET; SOUTH 89°59'58" WEST 1193.19 FEET; ALONG A CURVE TO LEFT (CHORD BEARS NORTH 46°48'33" WEST 171.07 FEET, RADIUS = 899 FEET); NORTH 52°16'8" WEST 320.41 FEET, ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 33°47'52" WEST 507.55 FEET, RADIUS = 801 FEET); ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 3°53'31" WEST 34.5 FEET, RADIUS = 87 FEET)); NORTH 7°32'34" EAST 48.47 FEET; NORTH 8°0'0" WEST 120.28 FEET; NORTH 35°52'37" EAST 123.08 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 87°15'29" EAST 147.28 FEET, RADIUS = 7928 FEET); ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 88°10'5" EAST 237.87 FEET. RADIUS = 7929.28 FEET); ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 89°59'38" EAST 134.12 FEET, RADIUS – 7930 FEET); SOUTH 89° 31'18" EAST 1268.07 FEET; SOUTH 8°5'53" EAST 1050.79 FEET TO BEGINNING. AREA 45.095 ACRES.

TAX ID No. 40-468-0007

TAX ID No. 40-468-0008

TAX ID No. 40-468-0009

5
When recorded, return to:
Donald J. Winder
Winder & Counsel, PC
460 South 400 East
Salt Lake City, UT 84111

ENT 66256:2015 PG 1 of 6
Jeffery Smith
Utah County Recorder
2015 Jul 23 12:30 PM FEE 24.00 BY SS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

ASSIGNMENT AND ASSUMPTION OF CROSS EASEMENT OBLIGATIONS
("Anderson")

THIS ASSIGNMENT AND ASSUMPTION OF CROSS EASEMENT OBLIGATIONS (this "**Assignment**") is made and entered into as of the 23 day of July, 2015 (the "**Effective Date**"), by and among MTLH, LLC, a Utah limited liability company and MTLH COMMERCIAL, LLC, a Utah limited liability company (hereinafter collectively referred to as "**Assignor**"), WILDER SAGE ENTERPRISE PROPERTIES, L.L.C., a Utah limited liability company (hereinafter referred to as "**Assignee**" or "**Wilder Sage**"). Assignor and Assignee may be collectively referred to herein as the "**Parties**" and each may be referred to individually as a "**Party**."

WHEREAS, MTLH, LLC and Assignee have agreed to sell and purchase, respectively, that certain real property consisting of approximately 6.28 acres and improved with a Larry H. Miller Megaplex Theater (the "**Megaplex Parcel**"), as more fully described in **Exhibit A** attached hereto, pursuant to the terms and conditions of that certain Purchase and Sale Agreement for Commercial Real Estate dated February 4, 2015, as amended (the "**PSA**");

WHEREAS, the Megaplex Parcel was originally purchased by Assignor from Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC (collectively "**Anderson**") as part of a larger approximately 18.61 acre parcel (the "**Entire Parcel**"), as more fully described in **Exhibit B** attached hereto, pursuant to the terms of that certain Real Estate Purchase Contract dated March 21, 2014 by and between MTLH, LLC as successor-in-interest to Hansen Equities, LLC, and Anderson(as amended, the "**Anderson REPC**");

WHEREAS, in Section 4 of Addendum No. 1 to the Anderson REPC, Anderson ("**Sellers**") acknowledged that (i) Anderson had ownership interests in various properties to the north and south of the Entire Parcel (the "**Adjacent Properties**"), (ii) Anderson intended to develop the Adjacent Properties for commercial and retail uses, and (iii) Anderson intended to sell and transfer the Adjacent Properties to others who may develop such properties. Section 4 of the Anderson REPC further provided as follows:

"The parties to this agreement recognize the importance of entering into cross easement agreements as reasonably required for various purposes including parking, access, utilities, etc., with the intent that such cross easements agreements will give greater utility and value to the respective properties owned by Buyer, Sellers and their

respective transferees, purchasers and/or assigns. Sellers and Buyer agree to negotiate for their mutual benefit concerning such cross easement and access agreements and to enter into such cross easement and access agreements in the future. Seller and Buyer shall engage in good faith and commercially reasonable decision making in relation to such approvals, agreements and documents and neither party shall unreasonably withhold or delay approval of such agreements or documents;" and

WHEREAS, prior to its sale of the Megaplex Parcel to Wilder Sage, MTLH conveyed approximately 12.45 acres (the "**Commercial Parcel**") of the Entire Parcel to MTLH Commercial, LLC ("**MTLH Commercial**"), as more fully described in **Exhibit C** attached hereto.

NOW THEREFORE, Assignor and Assignee desire to set forth their understanding and agreement, as the successors-in-interest to the Megaplex Parcel, as separated from the Entire Parcel acquired from MTLH, LLC, in relation to the obligations and duties described in Section 4 of the Anderson REPC above.

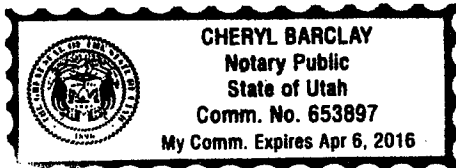
Assignor hereby assigns all of its rights, privileges, and obligations under Section 4 of the Anderson REPC and related provisions of that REPC regarding the Megaplex Parcel to Wilder Sage, and Wilder Sage hereby assumes all duties and obligations under Section 4 of the Anderson REPC and related provisions regarding the Megaplex Parcel, subject to and as further provided for in the Declaration of Maintenance, Access, Parking and Utilities Easement Agreement and Access Roads Construction Agreement ("Construction Agreement"), recorded with the Utah County Recorder's Office.

MTLH Commercial and Wilder Sage acknowledge and agree, subject to the further respective rights and obligations in the Construction Agreement, that the Parties will perform the obligations of MTLH, LLC described in Section 4 of the Anderson REPC with respect to the Commercial Parcel and the Megaplex Parcel, respectively, and will (i) negotiate for the mutual benefit of such entity and such parcel and the Adjacent Properties concerning such cross easements and access easements and enter into such cross easement and access agreements in the future, and (ii) engage in good faith and commercially reasonable decision making in relation to such approvals, agreements, and documents and shall not unreasonably withhold or delay approval of such agreements or documents.

Notwithstanding anything in this Agreement or the Anderson REPC, the obligations of Wilder Sage regarding Future Commercial Access Roads shall not exceed and are limited to its obligations under the Construction Agreement.

Section 19 of the Anderson REPC provides in part, "[T]he REPC and the rights and obligations of the Buyer hereunder, are personal to the Buyer. The REPC may not be assigned to Buyer without the prior written consent of Seller." Seller hereby covenants within six months of

the Effective Date of this Agreement it will obtain the written agreement of Anderson to this Assignment.



MTLH, LLC

By:

Name: Bart Brackbank
Title: Manager

MTLH COMMERCIAL, LLC

By:

Name: Chad Christofferson
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 16th day of July, 2015, before me, a notary public, personally appeared Bart J. Brackbank, the Manager of MTLH, LLC and Chad Christofferson, the manager of MTLH COMMERCIAL, LLC, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Cheryl Barclay
NOTARY PUBLIC

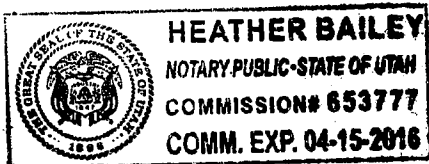
WILDER SAGE ENTERPRISE
PROPERTIES, L.L.C.

By:

Name: Jayson Orris
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 20 day of July, 2015, before me, a notary public, personally appeared Jayson Orris, the Manager of WILDER SAGE ENTERPRISE PROPERTIES, L.L.C., personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



Heather Bailey
NOTARY PUBLIC

EXHIBIT A

Legal Description of the Megaplex Parcel

A portion of Lot 2, Geneva Park East - Phase One Megaplex, according to the official plat thereof as recorded in the office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North $00^{\circ}47'32''$ West a distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning; thence South a distance of 792.35 feet; thence South $89^{\circ}51'16''$ West a distance of 967.03 feet; thence North $00^{\circ}33'57''$ West a distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a Central Angle of $40^{\circ}47'02''$ and a chord that bears North $20^{\circ}57'28''$ West a distance of 626.50 feet; thence North $89^{\circ}59'58''$ East a distance of 1193.18 feet to the point of beginning.

Less and Excepting:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, SLB&M, Vineyard, Utah, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North $00^{\circ}47'32''$ West a distance of 805.08 feet along the section line; thence West a distance of 685.49 feet to the real point of beginning;

Thence South $89^{\circ}51'16''$ West a distance of 637.93 feet to a point on the Easterly right of way of Mill Road, Vineyard, Utah; thence North $00^{\circ}33'57''$ West a distance of 209.76 feet along said right of way to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.93 feet along said right of way, said curve having a central angle of $40^{\circ}47'05''$ and a chord that bears North $20^{\circ}57'29''$ West a distance of 626.51 feet; thence North $89^{\circ}59'58''$ East a distance of 859.13 feet; thence South a distance of 195.51 feet; thence West a distance of 40.71 feet; thence South a distance of 35.23 feet; thence West a distance of 52.79 feet; thence South a distance of 51.50 feet; thence East a distance of 98.46 feet; thence South a distance of 510.95 feet to the point of beginning.

The following is shown for information purposes only: 40-468-0009

EXHIBIT B

Legal Description of the Entire Parcel

A parcel of land located in the southeast quarter of the southeast quarter of Section 8, Township 6 South, Range 2 East SLB&M, said property being more particularly described as follows:

Beginning at the Southeast corner of said Section 8; thence North $00^{\circ}47'32''$ West. A distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning;

Thence South a distance of 792.35 feet; thence South $89^{\circ}51'16''$ West. A distance of 967.03 feet; thence North $00^{\circ}33'57''$ West. A distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a central angle of $40^{\circ}47'02''$ and a chord that bears North $20^{\circ}57'28''$ West. A distance of 626.50 feet; thence North $89^{\circ}59'58''$ East. A distance of 1193.18 feet to the point of beginning.

Containing 18.61 acres of land.

TAX ID No. 40-468-0008

TAX ID No. 40-468-0009

EXHIBIT C

Legal Description of the MTLH Commercial, LLC Parcel

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. A DISTANCE OF 805.08 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 685.49 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD VINEYARD, UTAH; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 639.93 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 40°47'05" AND A CHORD THAT BEARS N.20°57'29"W. A DISTANCE OF 626.51 FEET; THENCE N.89°59'58"E. A DISTANCE OF 859.13 FEET; THENCE SOUTH A DISTANCE OF 195.51 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 542,162 SQ.FT OR 12.45 ACRES.

TAX ID No. 40-468-0008

6

When Recorded, Mail To:
W. Michael Black
Mitchell, Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

ENT 66257:2015 PG 1 of 10
Jeffery Smith
Utah County Recorder
2015 Jul 23 12:30 PM FEE 32.00 BY SS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

(Space Above for Recorder's Use)

ACCESS ROADS CONSTRUCTION AGREEMENT

THIS ACCESS ROADS CONSTRUCTION AGREEMENT (this "**Agreement**") is made and entered into as of this 23rd day of July, 2015 (the "**Effective Date**"), by and between MTLH LLC, a Utah limited liability company ("**MTLH**," and sometimes, together with MTLH's successors in title to the Megaplex Parcel (as defined below), the "**Megaplex Owner**"), and MTLH Commercial, LLC, a Utah limited liability company ("**MTLH Commercial**," and sometimes, together with MTLH Commercial's successors in title to the Commercial Parcel (as defined below), the "**Commercial Owner**"). Megaplex Owner and Commercial Owner may be collectively referred to herein as the "**Parties**," and individually as a "**Party**."

RECITALS

A. MTLH owns certain real property (the "**Megaplex Parcel**") located in Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Megaplex Parcel is depicted with a blue boundary as Lot 1 on Exhibit C attached hereto.

B. MTLH Commercial owns certain real property (the "**Commercial Parcel**") located adjacent to the Megaplex Parcel in Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The Commercial Parcel is depicted and labeled as Lot 2 on Exhibit C. The MTLH Parcel and the MTLH Commercial Parcel are hereinafter referred to collectively as the "**Parcels**," and individually as a "**Parcel**."

C. The Commercial Parcel is improved with an access road that runs from Mill Road to the east to a roundabout located on the Commercial Parcel and thence with arms extending north and south of the roundabout, and then east through the Commercial Parcel to the Megaplex Parcel, as depicted in red on Exhibit C. Also, the Commercial Parcel will be completed with an access road from the roundabout heading due east to the Megaplex Parcel, labeled as an "ACCESS ROAD" on and depicted in solid blue in Exhibit C (such existing and presently contemplated roads, collectively the "**Existing Access Roads**"). Commercial Parcel Owner will complete the Existing Access Roads at its sole cost and expense.

D. It anticipated that the Commercial Parcel will be improved with two additional access roads that will traverse the Commercial Parcel from Mill Road on the north and the south boundaries of the Commercial Property and will provide additional access to the Commercial Parcel and which may provide additional direct access to the Megaplex Parcel if the Megaplex Parcel owner elects to participate in the construction costs of such additional access roads (the "**Future Commercial Access Roads**," and together with the Existing Access Roads, the "**Access Roads**").

E. It is further anticipated that the Future Commercial Access Roads will be located approximately one-half on the Commercial Parcel and approximately one-half on the neighboring properties to the north and south of the Commercial Parcel, and Commercial Parcel will not be able to complete the construction of the Future Commercial Access Roads until the neighboring property owners are prepared to develop such parcels and otherwise cooperate and assist in the construction of the Future Commercial Access Roads.

F. By that certain Access, Parking and Utilities Easement Agreement of even date herewith recorded with the Utah County Recorder (the "**Easement Agreement**"), Commercial Owner has granted to Megaplex Owner certain easements relating to the Existing Access Road and the Future Commercial Access Roads, and the Parties further acknowledge to the sharing of ongoing maintenance obligations set forth in the Easement Agreement.

G. By this Agreement, the Parties desire to evidence their agreement relating to the construction of the Future Commercial Access Roads, including without limitation the sharing of costs and expenses associated with the construction of the Future Commercial Access Roads.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Certain Defined Terms. As used herein, the following terms used herein shall have the following meanings:

1.1. "**Percentage Interest**" means, with respect to Megaplex Owner, 16.77% (which has been determined as the acreage of the Megaplex Parcel of 6.28 acres divided by the combined acreage of the Megaplex Parcel and Commercial Parcel of 18.73 acres, divided by 2).

1.2. "**Construction Costs**" means, with respect to each Future Commercial Access Road, all direct costs paid or payable with respect to the development of Future Commercial Access Road by all parties contributing to such costs, respectively, and shall include all direct costs (e.g., payments to or for contractors, subcontractors, engineers, bonds, insurance, materials, labor and equipment) paid or payable for the construction of such road but shall not include indirect or other costs (e.g., management or overhead costs, costs incurred by Commercial Owner for facilitating or supervising the construction, the cost incurred by Commercial Owner in resolving disputes relating to the construction, such as attorneys' fees) associated with the construction of such road.

2. Future Commercial Access Roads.

2.1 Megaplex Owner Option to Participate; Covenant to Pay Percentage Interest. Before commencing any Future Access Road, Commercial Owner will notify Megaplex Owner thereof and will provide Megaplex Owner with the right and option, for thirty (30) days, to require Commercial Owner to join such Future Access Road to the Megaplex Parcel. If

Megaplex Owner provides Commercial Owner of Megaplex Owner's election to cause Commercial Owner to join such Future Access Road to the Megaplex Parcel within such thirty (30)-day period, which election shall be irrevocable, then Megaplex Owner hereby covenants and agrees to reimburse and pay its Percentage Interest of the Construction Costs to Commercial Owner for the construction of such Future Commercial Access Road. Megaplex Owner acknowledges and agrees that Megaplex Owner makes the foregoing covenant on its own behalf and on behalf of its successors and assigns, and shall be a covenant running with the land. The remainder of the Construction Costs shall be paid by the Commercial Owner, subject to any right of the Commercial Owner to seek reimbursement from the owners of adjacent parcels. If Megaplex Owner elects not to require Commercial Owner to join a Future Access Road proposed to be located on the boundary between the Commercial Parcel and the Megaplex Parcel, on the one hand, and the parcel immediately north of the Commercial Parcel and the Megaplex Parcel, on the other hand, to the Megaplex Parcel, then Commercial Owner shall landscape the presently undeveloped northern portion of the Megaplex Parcel, as depicted in solid blue and labeled "LANDSCAPE AREA" in Exhibit C in a manner reasonably acceptable to Commercial Owner and Megaplex Owner.

2.2 Information to Megaplex Owner. Commercial Owner will keep Megaplex Owner reasonably apprised of the timing and estimated Construction Costs of any Future Commercial Access Roads to be constructed by Commercial Owner or a neighboring property owner and for which Megaplex Owner has an obligation to contribute, within a reasonable time after such information is made available to Commercial Owner but in all events before the commencement of construction of any Future Commercial Access Road, and shall provide Megaplex Owner with an estimate of Megaplex Owner's Percentage Interest of the Construction Costs. Commercial Owner and Megaplex Owner shall cooperate in good faith to resolve any disagreements regarding the anticipated Construction Costs. During the course of construction, Commercial Owner shall provide Megaplex Owner with updates regarding any anticipated changes in the estimated Construction Costs. Subject to customary confidentiality obligations, Megaplex Owner shall have the right to audit all books and records of Commercial Owner relating to the Construction Costs actually paid or incurred by Commercial Owner, and Commercial Owner shall cooperate in good faith to provide Megaplex Owner with any third party contracts or other information requested by Megaplex Owner relevant to the determination of the Construction Costs of a Future Commercial Access Road.

2.3 Payments by Megaplex Owner. Megaplex Owner shall make payments of its Percentage Interest of Construction Costs for Future Commercial Access Roads within thirty (30) days of an invoice from Commercial Owner, subject to the following. Commercial Owner may elect to pay all Construction Costs associated with the construction of a Future Commercial Access Road to third parties and thereafter invoice Megaplex Owner to reimburse Commercial Owner for its Percentage Interest of such Construction Costs, or Commercial Owner may elect to require Megaplex Owner to make payment of its Percentage Interest of Construction Costs at the same time Commercial Owner makes a corresponding payment of its Construction Costs to third parties. Notwithstanding the preceding, in no event shall Megaplex Owner be required to make payments that exceed its Percentage Interest of the Megaplex Construction Costs estimated prior to the commencement of construction until after the construction of the applicable Future Megaplex Access Road has been completed, as determined by applicable governmental inspection.

3. Breach of Payment Obligations. Any amount not paid hereunder shall bear interest at the rate of ten percent (10%) per annum commencing on the date that is thirty (30) days after the date for payment was received by the payor until such amount is paid in full. In the event any Party fails to pay any amount payable hereunder within thirty (30) days, the Party entitled to payment may thereafter institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law, including without limitation, the imposition of a lien on the defaulting Party's Parcel. In addition to the remedies set forth in this Agreement, each Party entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

4. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the primary business address of the recipient.

5. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owners of the Megaplex Parcel and the Commercial Parcel and their successors in title.

6. Miscellaneous.

6.1. Interpretation. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

6.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

6.3. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

6.4. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

6.5. Rights and Remedies. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance,

injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

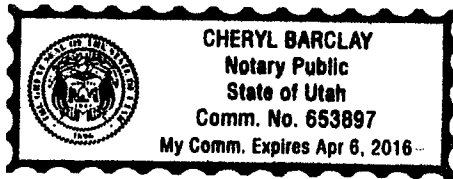
6.6. Litigation Expenses. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either party against the other party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

6.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

6.8. Recording. This Agreement shall be recorded in the office of the Utah County, Utah Recorder.

[signatures and acknowledgements to follow]

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



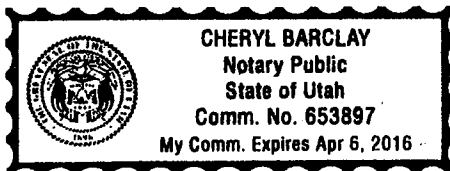
MTLH LLC

By: [Signature]
Name: Bart Brockbank
Title: Manager

STATE OF UTAH)
)
)
COUNTY OF UTAH)

On this 16th day of July, 2015, personally appeared before me Bart Brockbank, personally known to me to be the manager of MTLH LLC a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as manager of said company.

[Signature]
Notary Public



MTLH Commercial, LLC

By: [Signature]
Name: Chad Christofferson
Its: Manager

STATE OF UTAH)
)
)
COUNTY OF UTAH)

On this 16th day of July, 2015, personally appeared before me GRANT CHAD CHRISTOFFERSON personally known to me to be the manager of MTLH Commercial, LLC a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as manager of said company.

WITNESS my hand and official seal.

[Signature]
Notary Public for the
State of Utah

EXHIBIT A

Legal Description of the Megaplex Parcel

A portion of Lot 2, Geneva Park East - Phase One Megaplex, according to the official plat thereof as recorded in the office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North 00°47'32" West a distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning; thence South a distance of 792.35 feet; thence South 89°51'16" West a distance of 967.03 feet; thence North 00°33'57" West a distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a Central Angle of 40°47'02" and a chord that bears North 20°57'28" West a distance of 626.50 feet; thence North 89°59'58" East a distance of 1193.18 feet to the point of beginning.

Less and Excepting:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, SLB&M, Vineyard, Utah, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North 00°47'32" West a distance of 805.08 feet along the section line; thence West a distance of 685.49 feet to the real point of beginning;

Thence South 89°51'16" West a distance of 637.93 feet to a point on the Easterly right of way of Mill Road, Vineyard, Utah; thence North 00°33'57" West a distance of 209.76 feet along said right of way to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.93 feet along said right of way, said curve having a central angle of 40°47'05" and a chord that bears North 20°57'29" West a distance of 626.51 feet; thence North 89°59'58" East a distance of 859.13 feet; thence South a distance of 195.51 feet; thence West a distance of 40.71 feet; thence South a distance of 35.23 feet; thence West a distance of 52.79 feet; thence South a distance of 51.50 feet; thence East a distance of 98.46 feet; thence South a distance of 510.95 feet to the point of beginning.

The following is shown for information purposes only: 40-468-0009

EXHIBIT B

Legal Description of the MTLH Commercial, LLC Parcel

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. A DISTANCE OF 805.08 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 685.49 FEET TO THE REAL POINT OF BEGINNING;

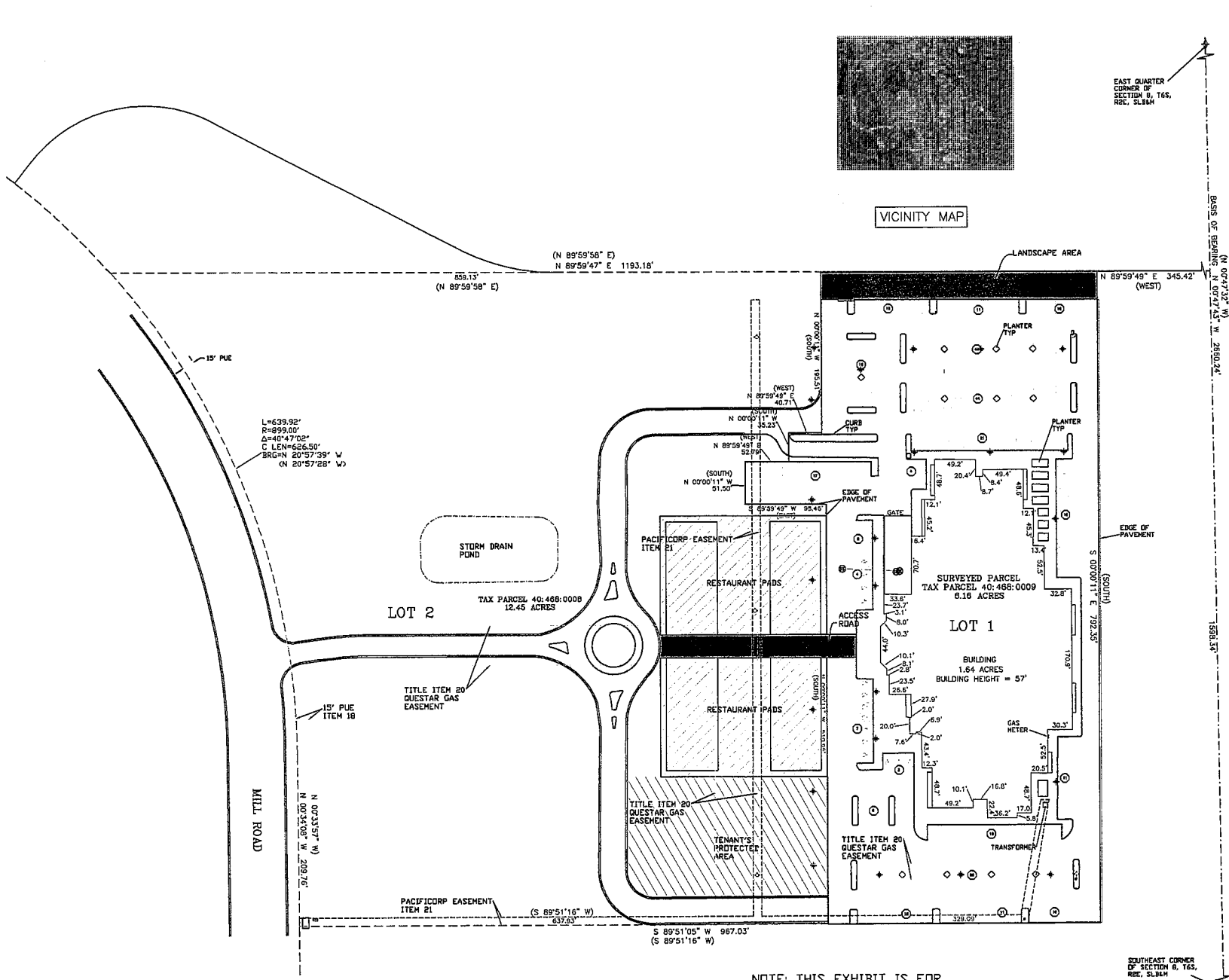
THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD VINEYARD, UTAH; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 639.93 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 40°47'05" AND A CHORD THAT BEARS N.20°57'29"W. A DISTANCE OF 626.51 FEET; THENCE N.89°59'58"E. A DISTANCE OF 859.13 FEET; THENCE SOUTH A DISTANCE OF 195.51 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 542,162 SQ.FT OR 12.45 ACRES.

TAX ID No. 40-468-0008

EXHIBIT C

Illustration of Megaplex Parcel and Commercial Parcel

See attached.



- = SET IRON PIN & CAP
- Ⓢ = DENOTES PARKING SPACES
- = ADJOINING PARCEL
- = DESCRIBED BOUNDARY
- = FENCE
- ◆ = SECTION CORNER
- = OVERHEAD POWER LINE
- = NATURAL GAS LINE
- = CULINARY WATER
- = SANITARY SEWER LINE
- = PHONE LINE
- Ⓜ = WATER METER
- Ⓢ = SANITARY SEWER MANHOLE
- ⊕ = UTILITY POLE
- < > = RECORD BEARINGS
- = VALVE BOX
- I = SIGN
- ◇ = FIRE HYDRANT
- ⊕ = LIGHT POLE

LEGEND

- = TO BE COMPLETED BY COMMERCIAL LOT OWNER
- ▨ = RESTAURANT PADS
- ▨ = TENANT'S PROTECTED AREA

EXHIBIT
FOR
MEGAPLEX THEATERS AT GENEVA
PARTNER PROJECT NUMBER 15-134778.2

PROPERTY ADDRESS: 400 North Mill Road, Site A, Vineyard, Utah 84058

SURVEY PREPARED BY: SURVEYOR: DARYL N. PENROD
LUDLOW ENGINEERING REGISTRATION NUMBER: 5331527
645 N. MAIN STATE OF REGISTRATION: UTAH
NEPHI, UT, 84648 FIELD DATE OF SURVEY: 3/5/15
TEL: 435.623.0897 LATEST REVISION DATE: 5/21/15
EMAIL: doryl@ludlowengineers.com



1761 East Garry Avenue,
Santa Ana, CA. 92705
T 714-763-4656
jdavenport@partneresi.com

NOTE: THIS EXHIBIT IS FOR
CONCEPTUAL PURPOSES ONLY.

1

When Recorded, Mail To:
W. Michael Black
Mitchell, Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

ENT 66258:2015 PG 1 of 14
Jeffery Smith
Utah County Recorder
2015 Jul 23 12:30 PM FEE 40.00 BY SS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

(Space Above for Recorder's Use)

ACCESS, PARKING, AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS, PARKING, AND UTILITIES EASEMENT AGREEMENT (this "**Agreement**") is effective as of March 12, 2015 (the "**Effective Date**"), by and between MTLH LLC, a Utah limited liability company ("**MTLH**," and sometimes, together with MTLH's successors in title to the Megaplex Parcel, as defined below, the "**Megaplex Owner**"), and MTLH Commercial, LLC, a Utah limited liability company ("**MTLH Commercial**," and sometimes, together with MTLH Commercial's successors in title to the Commercial Parcel (as defined below), the "**Commercial Owner**"). MTLH and MTLH Commercial may be collectively referred to herein as the "**Parties**," and individually as a "**Party**."

RECITALS

A. MTLH owns certain real property (the "**Megaplex Parcel**") located in Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The Megaplex Parcel is depicted with a blue line and labeled as Lot 1 on Exhibit C attached hereto.

B. MTLH Commercial owns certain real property (the "**Commercial Parcel**") located adjacent to the Megaplex Parcel in Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The Commercial Parcel is depicted and labeled as Lot 2 on Exhibit C. The MTLH Parcel and the MTLH Commercial Parcel are hereinafter referred to collectively as the "**Parcels**," and individually as a "**Parcel**."

C. The Commercial Parcel is improved with an access road that runs from Mill Road to the east to a roundabout located on the Commercial Parcel and thence with arms extending to the north and south of the roundabout, and then east through the Commercial Parcel to the Megaplex Parcel, as depicted in red on Exhibit C. Also, the Commercial Parcel will be completed with an access road from the roundabout heading due east to the Megaplex Parcel, labeled as an "ACCESS ROAD" on and depicted in solid blue in the Exhibit C (such existing and presently contemplated roads, collectively the "**Existing Access Roads**").

D. It is anticipated that the Commercial Parcel will be improved with two additional access roads that will traverse the Commercial Parcel from Mill Road on the north and the south boundaries of the Commercial Property and will provide additional access to the Commercial Parcel and which may provide additional direct access to the Megaplex Parcel if the Megaplex Parcel owner elects to participate in the constructions costs of such additional access roads (the "**Future Access Roads**," and together with the Existing Access Roads, the "**Access Roads**") as more particularly set forth in Access Roads Construction Agreement recorded simultaneously with this Agreement.

E. The Commercial Parcel has been further improved with the following utilities that traverse the Commercial Parcel to the Megaplex Parcel and benefit the Commercial Parcel and the Megaplex Parcel: the Right Of Way and Easement Grant in favor of Questar Gas Company, the underground Right Of Way Easement in favor of Rocky Mountain Power, and municipal grants for water and sewer, all as depicted on Exhibit C (the “**Existing Utility Easements**”).

F. MTLH Commercial will develop, at its sole expense, the Commercial Parcel with certain improvements, including restaurant pads, the east arm of the roundabout road and parking, being in size and layout determined commercially reasonable by MTLH Commercial in its sole discretion.

G. MTLH and MTLH Commercial desire the Parcels shall be held, used and enjoyed subject to the limitations, restrictions and other provisions of this Agreement, and to grant to each other the perpetual, non-exclusive easements described herein.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Easements. The Parties hereby grant the following easements (collectively, the “**Easements**”):

1.1. Access Roads Easement. Commercial Owner grants to Megaplex Owner, for the benefit of the Megaplex Parcel, a non-exclusive, perpetual easement over the Access Roads for ingress and egress, upon, over and across the Access Roads for the purpose of furnishing access and the right of access for vehicles and pedestrians to the Megaplex Parcel.

1.2. Megaplex Access Road Easement. Megaplex Owner grants to Commercial Owner, for the benefit of the Commercial Parcel, a non-exclusive, perpetual easement over the Access Roads for ingress and egress, upon, over and across any and all access roads traversing the Megaplex Parcel now or in the future for the purpose of furnishing access and the right of access for vehicles and pedestrians to the Commercial Parcel.

1.3. Reciprocal Access and Parking Easement. Except that the Commercial Owner shall not grant exclusive parking spaces or rights within Tenant’s Protected Area, as defined below, to any tenant of the Commercial Owner or third parties, and shall not construct or cause to be constructed any building within Tenant’s Protected Area, without the prior written consent of the Megaplex Owner, each Party grants to the other Party, for the benefit of the other Party’s Parcel, a non-exclusive, perpetual easement over the Parking Areas and driveways adjacent thereto located on such Party’s Parcel for ingress and egress, upon, over and across the driveways and public thoroughfares located on such Party’s Parcel. Each Party further grants to the other Party, for the benefit of the other Party’s Parcel, a non-exclusive, perpetual easement for vehicular parking on any Parking Area located on such Party’s Parcel. As used herein,

“Parking Area” means all portions of the Megaplex Parcel and Commercial Parcel designated or used by the owner thereof for public vehicular parking.

1.4. Future Utility Easement. In addition to the Existing Utility Easements, Commercial Owner hereby grants to Megaplex Owner, for the benefit of the Megaplex Parcel, a non-exclusive, perpetual easement (the **“Future Utility Easement”**) on, over, under, across and through the Commercial Parcel for the placement, maintenance and repair of below ground utility lines serving the Megaplex Parcel, including, but not limited to, power lines, gas lines and water lines (collectively, the **“Utility Lines”**), provided that Utility Lines shall be located under an Access Road. Notwithstanding anything to the contrary herein and as more particularly described herein below, Megaplex Owner shall not be permitted to access, repair or maintain the Utility Lines without the advance written consent of Commercial Owner, it being understood and agreed that the Utility Lines serve and benefit both the Megaplex Parcel and the Commercial Parcel, and Commercial Owner shall have the first right and option to perform all required maintenance relating to the Utility Lines as described herein.

1.5. Signage Easement. Commercial Owner hereby grants to Megaplex Owner, for the benefit of the Megaplex Parcel, an easement and right to place signage in the same location, size and general features that are otherwise provided by Commercial Owner to tenants of the Commercial Parcel, which signage will be located at the entrance of the Commercial Parcel off Mill Road.

2. Maintenance and Allocation of Expenses.

2.1. Access Roads.

2.1.1. Existing Access Roads. Commercial Owner shall have the exclusive right and duty to maintain and repair the Existing Access Roads to a standard for similar roadways in comparable developments in Utah County. Commercial Owner will, at its sole expense, and in a fashion similar to the access road depicted in red, complete the construction of the road extending to the east from the roundabout as depicted in solid blue. Commercial Owner shall perform all maintenance and repairs of the Existing Access Roads, including, but not limited to: maintaining, repairing and replacing all surfaces and sub-surfaces constituting the Existing Access Roads, adequately lighting the Existing Access Roads, cleaning, sweeping, painting, striping, and clearing snow, ice, and debris from the Existing Access Roads, removing garbage and trash from the Existing Access Roads, maintaining, repairing and replacing all concrete improvements such as curbs and gutters, maintaining, repairing or replacing landscaping and sprinkler systems, storm and sanitary drainage and collection systems beneath the Existing Access Roads, and placement of on and off-site traffic regulation and control signs and devices. Discretion is afforded Commercial Owner in determining materials, methods and means required to properly operate, maintain, repair, carry and replace the Existing Access Roads.

2.1.2. Future Access Roads. Commercial Owner shall have the exclusive right and duty to construct, maintain and repair all Future Access Roads, including performance of all maintenance and repairs of the Future Access Roads, including, but not limited to: maintaining, repairing and replacing all surfaces and sub-surfaces constituting the Future Access

Roads, adequately lighting the Future Access Roads, cleaning, sweeping, painting, striping, and clearing snow, ice, and debris from the Future Access Roads, removing garbage and trash from the Future Access Roads, maintaining, repairing and replacing all concrete improvements such as curbs and gutters, maintaining, repairing or replacing landscaping and sprinkler systems, storm and sanitary drainage and collection systems beneath the Future Access Roads, and placement of on and off-site traffic regulation and control signs and devices. Discretion is afforded Commercial Owner in determining materials, methods and means required to properly operate, maintain, repair, carry and replace the Future Access Roads. Commercial Owner represents to Megaplex Owner that Commercial Owner has negotiated with Cottonwood Geneva LLC, the current owner of the parcel located immediately to the north of the Commercial Parcel (the "**Cottonwood Parcel**"), regarding the construction of the Future Access Road to be located in part on the Cottonwood Parcel and in part on the Commercial Parcel, and Commercial Owner will use commercially reasonable efforts to cause such Future Access Road to be constructed as soon as is practicable; provided, however, that Megaplex Owner acknowledges and agrees that such Future Access Road cannot be constructed on the Cottonwood Parcel without the Cottonwood Parcel's owner's consent and cooperation. At such time as the owner of the property located immediately south of the Commercial Property (the "**Anderson Parcel**") commences development of the Anderson Parcel, Commercial Owner will use its commercially reasonable efforts to cause a Future Access Road to be constructed in part on the Commercial Parcel and in part on the Anderson Parcel as soon as is practicable; provided, however, that Megaplex Owner acknowledges and agrees that such Future Access Road cannot be constructed on the Anderson Parcel without the Anderson Parcel owner's consent and cooperation.

2.2. Driveways and Parking Areas. Each Party shall maintain all driveways, public thoroughfares and Parking Areas located on such Party's Parcel to a commercially reasonable standard, and shall maintain, repair, clean, sweep, clear snow, ice and debris from all such driveways, roads, public thoroughfares and Parking Areas. Megaplex Owner acknowledges and agrees that the Commercial Parcel is not currently improved with finished paved Parking Areas and other improvements and, except as otherwise noted as Tenant's Protected Area, nothing herein is intended to require Commercial Owner to make improvements to the Commercial Parcel, but only to maintain, repair and improve such improvements once completed.

2.3. Utility Lines. Commercial Owner shall have the exclusive right and duty to maintain and repair the Utility Lines located on the Commercial Parcel to a standard for similar utilities in comparable developments in Utah County. The parties agree that Commercial Owner shall perform all maintenance and repairs of the Utility Lines, including, but not be limited to: maintaining, repairing and replacing all surfaces and sub-surfaces required to access the Utility Lines, and testing, patching and repairing the Utility Lines. Discretion is afforded Commercial Owner in determining materials, methods and means required to properly operate, maintain, repair, carry and replace the Utility Lines.

2.4. Maintenance of Property. Each Party shall at its own expense keep each building and all improvements located thereon, including landscaping in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including and without limitation, painting and repairing and generally maintaining the exterior of all buildings and other improvements at such times necessary to maintain the appearance of a first class business park

facility. The expense of any maintenance or landscaping described in this Section shall be the sole expense of each individual Party.

2.5. Construction of Buildings and Improvements on the Commercial Parcel.

All buildings on the Commercial Parcel shall be used exclusively for high quality commercial, office, or retail purposes. Commercial Owner presently intends to construct restaurant pads in size and layout substantially similar to the buildings shown in Exhibit C and depicted with green hash marks and labeled as such, and Commercial Owner will complete the construction of the restaurant pads on the Commercial Parcel in the manner deemed commercially reasonable in Commercial Owner's sole discretion. Buildings and improvements constructed on the Commercial Parcel shall be of commercially reasonable quality, using architectural materials and designs, shall provide a pleasing, landscaped appearance in order not to detract from the surrounding uses, shall be compatible and harmonious as to appearance, function and location with improvements situated on the Megaplex Parcel, and in general provide for the orderly, aesthetic and high quality architectural and engineering development, improvement and design of the Commercial Parcel and each building and all improvements thereon so as to promote the general welfare of the current and future Owners and to enhance the property value of the Commercial Parcel and of the Megaplex Parcel. Commercial Owner will use commercially reasonable efforts to coordinate the construction of improvements on the Commercial Parcel to minimize interruption of the business activities conducted on the Megaplex Parcel.

2.6. Maintenance of Lawn and Landscaping. Any lawn and all landscaping shall be maintained, trimmed, pruned, swept and serviced by each Party on a regular basis and as needed to maintain and promote a manicured and healthy appearance.

2.7. Garbage and Debris. No refuse, garbage, trash, or debris, grass, shrub or tree clippings, plant waste, or other such waste materials shall be kept, stored or allowed to accumulate on either Parcel, except temporarily.

3. Sharing of Maintenance Costs.

3.1. Parking Areas. Each Party shall bear their own costs and expenses associated with the maintenance of the driveways, public thoroughfares and Parking Areas located on its respective Parcel. Notwithstanding the preceding sentence, a portion of all reasonable maintenance, repair and replacement of the Parking Areas located on the Commercial Parcel to the east of the portion of the Existing Access Road that runs south from the roundabout as depicted in blue hash marks in Exhibit C attached hereto, and labeled "**Tenant's Protected Area**", shall be allocated to and paid by the Megaplex Owner (the "**Megaplex Owner Portion**"), which portion shall be determined by multiplying the total costs incurred by Commercial Owner by a fraction, the numerator of which is the total Gross Leaseable Area of all buildings located on the Megaplex Parcel open for business and the denominator of which is the Gross Leaseable Area of all buildings located on the Megaplex Parcel and the Commercial Parcel open for business; provided, however, that if the Commercial Parcel is not improved with buildings consisting of at least 50,000 feet of Gross Leaseable Area and open for business four years after the Effective Date hereof, the Megaplex Owner Portion shall be calculated based upon the square footage of land in each Parcel instead of the Gross Leaseable Area open for business.

As used herein, "**Gross Leasable Area**" means the aggregate floor area within the exterior faces of the exterior walls (except party walls as to which the center thereof, instead of the exterior faces thereof, shall be used and except that the exterior building line shall be used as to all exterior entrances of all floors) constructed, including the main floor, basement, mezzanine and upper floor(s), if any. No deduction or exclusion shall be made from Gross Leasable Area by reason of stairs, elevators, escalators, interior partitions, or other interior construction or equipment. If any mezzanines are constructed on a Parcel, the floor area therein shall, upon completion of construction thereof, be added to the number of square feet of Gross Leasable Area in such improvement for purposes of computing the Gross Leasable Area in the improvement. Changes in Gross Leasable Area occurring during any calendar month shall be effective on the first day of the next succeeding calendar month and the total number of square feet of Gross Leasable Area in effect for any period shall be the average of the Gross Leasable Area on the first day of each calendar month in such period.

3.2. Access Roads. Megaplex Owner shall pay the Megaplex Owner Portion of all reasonable maintenance and other costs incurred by Commercial Owner in maintaining, repairing and replacing the Existing Access Roads, and the Future Access Roads, to the extent Megaplex Owner elects to join such Future Access Road under the terms of The Access Roads Construction Agreement recorded with the Utah County Recorder's Office. Commercial Owner shall establish reasonable procedures for notifying Megaplex Owner of the Megaplex Owner Portion, and Megaplex Owner shall pay Commercial Owner or its assigns all reasonable costs of the Megaplex Owner Portion no later than thirty (30) days after written notice from Commercial Owner of the amount of the Megaplex Owner Portion.

3.3. Utility Lines. Megaplex Owner shall pay the Megaplex Owner Portion of all reasonable maintenance and other costs incurred by Commercial Owner in maintaining, repairing and replacing the Utility Lines. Commercial Owner shall establish reasonable procedures for notifying Megaplex Owner of the Megaplex Owner Portion, and Megaplex Owner shall pay Commercial Owner or its assigns all reasonable costs of the Megaplex Owner Portion no later than thirty (30) days after written notice from Commercial Owner of the amount of the Megaplex Owner Portion.

4. Reservation by the Parties. The Parties reserve the right to use their respective Parcel for any use not inconsistent with the other Parties' use of the easements granted herein.

5. Default; Remedies; Self-Help.

5.1. Notice and Cure. In the event any Party fails to perform or abide by any provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and the other Party may thereafter institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law, including without limitation, the imposition of a lien on the defaulting Party's Parcel; provided, however, that the defaulting Party shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Party is diligently proceeding to rectify the particulars of such failure and rectifies the same within a period not to exceed sixty (60) days. Any monetary obligation arising hereunder that is not satisfied when due shall bear interest at the default rate of ten percent (10%) per annum.

5.2. Self-Help. If a Party fails to perform an obligation under this Agreement, then, upon the expiration of the applicable cure period, and upon an additional ten (10) days prior written notice (except that no additional notice shall be required in an emergency), the non-defaulting Party shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Party. If the non-defaulting Party exercises its self-help right, then, within ten (10) days after receipt of an invoice from the non-defaulting Party, the defaulting Party shall reimburse to the non-defaulting Party all costs reasonably incurred by the non-defaulting Party in curing such default.

5.3. Remedies Cumulative. In addition to the remedies set forth in this Agreement, each Party entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

6. Compliance with Laws. The Parties will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary.

7. Insurance. Each of the Parties shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the easement areas on such Party's Parcel in an amount not less than \$2,000,000 per occurrence. The insurance to be acquired and maintained hereby will be issued by companies authorized to do business in Utah and of good financial standing. Each insured Party will deliver to the other Parties certificates, endorsements and any other reasonable documentation of insurance evidencing the existence of the policies, which policies shall name the other Parties as additional insureds. Each of the Parties' insurance policies shall contain a provision pursuant to which the insurer waives its right of subrogation against the other Parties.

8. Indemnification. Each Party, on its own behalf and on behalf of its successors and assigns, hereby agrees to indemnify, defend and hold the other Party and its successors and assigns harmless its officers, agents and servants from and against any and all liens, encumbrances, costs, demands, claims, actions, suits, judgments, decrees, orders, liability and expense in connection with loss of life, bodily injury and any damage caused by or arising from or out of any occurrence of: (i) the use of the easement areas by the other such Party, its agents, servants, employees, contractors, invitees, customers, guests and all others reasonably related, or similar parties permitted upon such Easements and (ii) any work performed on the easement areas by such Party or their successors or assigns and its agents, servants, employees, consultants or contractors, unless such injury or damage is caused by the willful or negligent act or omission of such other Party.

9. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a

sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and Party intended. All notices shall be given at the primary business address of the recipient.

10. Covenants Run with Land. The Parcels shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Agreement. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owners of the Megaplex Parcel and the Commercial Parcel and their successors in title. The easements granted therein shall be appurtenant to and benefit the Commercial Parcel and the Megaplex Parcel as provided herein. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties and every person holding a fee, leasehold or other interest in any portion of the Parcels.

11. Miscellaneous.

11.1. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, or rescind or otherwise terminate this Agreement but such limitation shall not affect, in any manner, any other right or remedies which the Parties may have hereunder by reason of any breach of this Agreement.

11.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11.3. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

11.4. Integration. Except for any obligations of the Parties arising under any other agreements to which the Parties are a party, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. Except for any obligations of the Parties arising under any other agreements to which the Parties are a party, no covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

11.5. Rights and Remedies. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

11.6. Litigation Expenses. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be

instituted by either Party against the other Party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing Party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

11.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

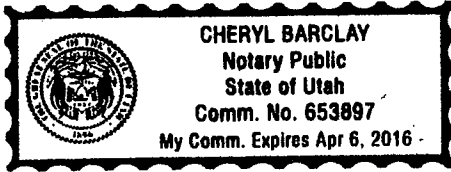
11.8. Recording. This Agreement shall be recorded in the office of the Utah County, Utah Recorder.

11.9. Compliance with Zoning Requirements. It is the intent of this Agreement that, except as parking may be available on each Parcel, the easements and other rights herein conveyed shall not be considered as parking available for any development or use of a Parcel for purposes of compliance with parking laws, regulations, or ordinances, and that each Parcel must be used and developed with adequate parking facilities associated with each individual Parcel.

11.10. No Public Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of any Parcel to the general public or for any public purpose whatsoever.

[signatures and acknowledgements to follow]

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



MTLH LLC

[Signature]
By: _____

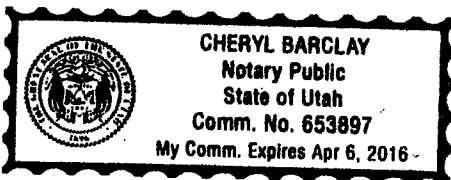
Name: Bart Brockbank
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 16th day of July, 2015, personally appeared before me Bart Brockbank, personally known to me to be the manager of MTLH LLC a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as manager of said company.

Cheryl Barclay

Notary Public



MTLH Commercial, LLC

[Signature]
By: _____
Name: Chad Christofferson
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 16th day of July, 2015, personally appeared before me GRANT CHAD CHRISTOFFERSON, personally known to me to be the manager of MTLH Commercial, LLC a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as manager of said company.

WITNESS my hand and official seal.

Cheryl Barclay

Notary Public for the
State of Utah

EXHIBIT A

Legal Description of the Megaplex Parcel

A portion of Lot 2, Geneva Park East - Phase One Megaplex, according to the official plat thereof as recorded in the office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, Salt Lake Base & Meridian, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North $00^{\circ}47'32''$ West a distance of 1598.34 feet along the section line; thence West a distance of 345.42 feet to the real point of beginning; thence South a distance of 792.35 feet; thence South $89^{\circ}51'16''$ West a distance of 967.03 feet; thence North $00^{\circ}33'57''$ West a distance of 209.76 feet to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.92 feet, said curve having a Central Angle of $40^{\circ}47'02''$ and a chord that bears North $20^{\circ}57'28''$ West a distance of 626.50 feet; thence North $89^{\circ}59'58''$ East a distance of 1193.18 feet to the point of beginning.

Less and Excepting:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 6 South, Range 2 East, SLB&M, Vineyard, Utah, said property being more particularly described as follows:

Beginning at the Southeast Corner of said Section 8; thence North $00^{\circ}47'32''$ West a distance of 805.08 feet along the section line; thence West a distance of 685.49 feet to the real point of beginning;

Thence South $89^{\circ}51'16''$ West a distance of 637.93 feet to a point on the Easterly right of way of Mill Road, Vineyard, Utah; thence North $00^{\circ}33'57''$ West a distance of 209.76 feet along said right of way to a point of curvature of a 899.00-foot radius tangent curve to the left; thence Northwesterly along the arc of said curve a distance of 639.93 feet along said right of way, said curve having a central angle of $40^{\circ}47'05''$ and a chord that bears North $20^{\circ}57'29''$ West a distance of 626.51 feet; thence North $89^{\circ}59'58''$ East a distance of 859.13 feet; thence South a distance of 195.51 feet; thence West a distance of 40.71 feet; thence South a distance of 35.23 feet; thence West a distance of 52.79 feet; thence South a distance of 51.50 feet; thence East a distance of 98.46 feet; thence South a distance of 510.95 feet to the point of beginning.

The following is shown for information purposes only: 40-468-0009

EXHIBIT B

Legal Description of the MTLH Commercial, LLC Parcel

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. A DISTANCE OF 805.08 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 685.49 FEET TO THE REAL POINT OF BEGINNING;

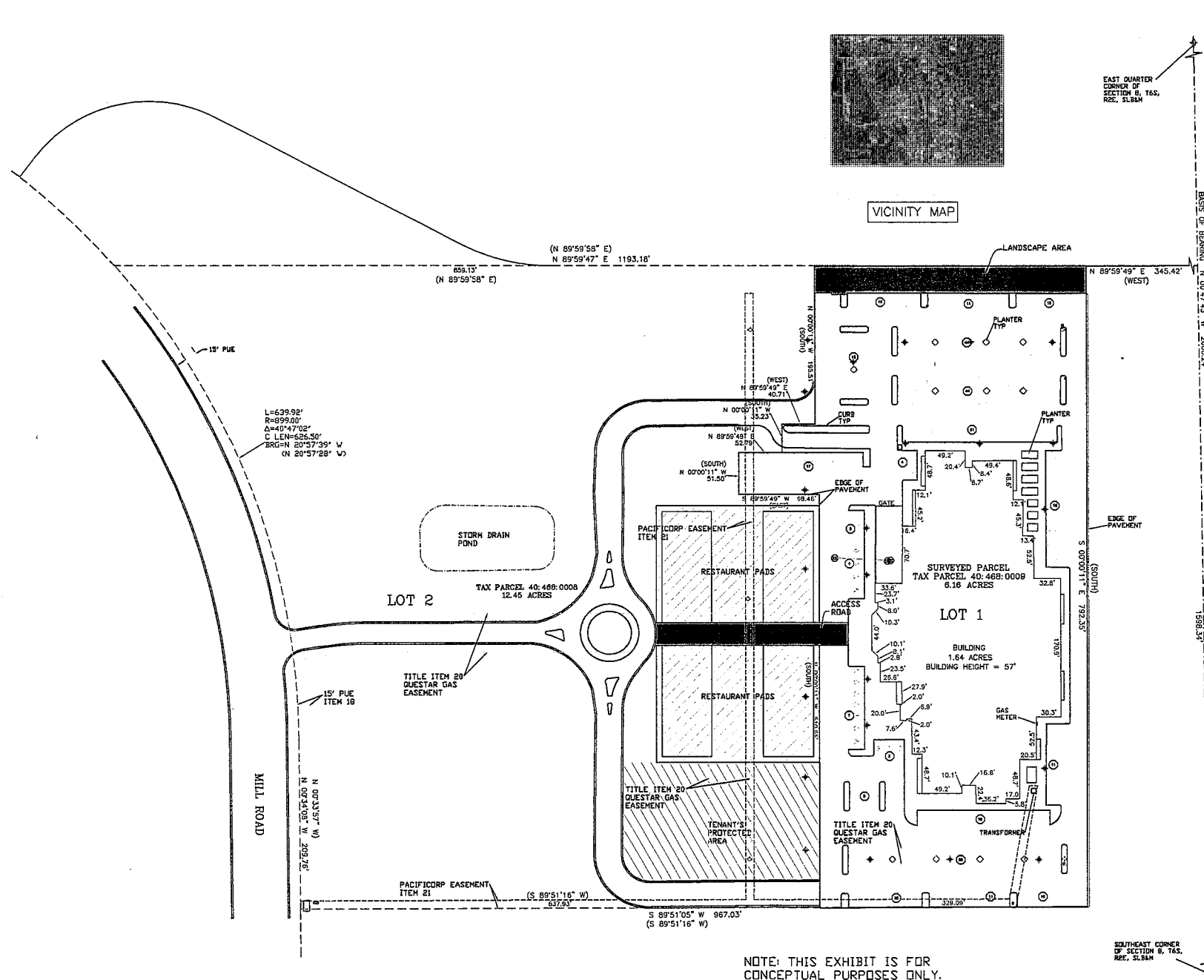
THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD VINEYARD, UTAH; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 639.93 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 40°47'05" AND A CHORD THAT BEARS N.20°57'29"W. A DISTANCE OF 626.51 FEET; THENCE N.89°59'58"E. A DISTANCE OF 859.13 FEET; THENCE SOUTH A DISTANCE OF 195.51 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET TO THE POINT OF BEGINNING. CONTAINING 542,162 SQ.FT OR 12.45 ACRES.

TAX ID No. 40-468-0008

EXHIBIT C

Illustration of Megaplex Parcel and Commercial Parcel

See attached.



- Legend:
- ⊕ = SET IRON PIN & CAP
 - Ⓟ = DENOTES PARKING SPACES
 - = ADJOINING PARCEL
 - = DESCRIBED BOUNDARY
 - = FENCE
 - ⬠ = SECTION CORNER
 - = OVERHEAD POWER LINE
 - = NATURAL GAS LINE
 - = CULINARY WATER
 - = SANITARY SEWER LINE
 - = PHONE LINE
 - Ⓜ = WATER METER
 - Ⓢ = SANITARY SEWER MANHOLE
 - ⊕ = UTILITY POLE
 - < > = RECORD BEARINGS
 - = VALVE BOX
 - I = SIGN
 - ⊕ = FIRE HYDRANT
 - ⊕ = LIGHT POLE

LEGEND

- = TO BE COMPLETED BY COMMERCIAL LOT OWNER
- ▨ = RESTAURANT PADS
- ▨ = TENANT'S PROTECTED AREA

EXHIBIT
FOR
MEGAPLEX THEATERS AT GENEVA
PARTNER PROJECT NUMBER 15-134776.2

PROPERTY ADDRESS: 400 North Mill Road, Site A, Vineyard, Utah 84058

SURVEY PREPARED BY: SURVEYOR: DARYL N. PENROD
LUDLOW ENGINEERING REGISTRATION NUMBER: 5331527
645 N. MAIN STATE OF REGISTRATION: UTAH
NEPHI, UT, 84648 FIELD DATE OF SURVEY: 3/5/15
TEL: 435.623.0897 LATEST REVISION DATE: 5/21/15
EMAIL: daryl@ludlowengineers.com

PARTNER
Engineering and Science, Inc.

1761 East Garry Avenue,
Santa Ana, CA. 92705
T 714-763-4656
jdavenport@partneresi.com

NOTE: THIS EXHIBIT IS FOR
CONCEPTUAL PURPOSES ONLY.



COMMUNITY DEVELOPMENT

DATE: September 13, 2017
Agenda Item: 12.2
FROM: Morgan Brim, Community Development Director
TO: City Council
ITEM: Public Hearing and consideration of an ordinance to amend several sections of the zoning ordinance.
APPLICANT: City Initiated

INTRODUCTION:

The city is in the process of rewriting its zoning ordinance. Most recently the city completed an update of the zoning district use table and zoning map. These amendments tonight include the following changes:

- Section 605 - District Use Table - to establish Short-Term Residential Lease as non-permitted in all zoning districts;
- Section 606 - Dimensional Standards Table - adding dimensional standards for accessory buildings;
- Section 3002 - Definitions of General Purpose – to retitle Section 3002 to “Definitions” and to define Short-Term Residential Lease;
- Section 1703 & 1704 - to clarify standards for accessory buildings;
- Section 1706 - to add driveway parking length standards for accessory dwelling units, and
- Adding new Section 1719 - Drive-thru Facilities - to establish standards for drive-thru facilities including lane length/width, stacking spaces, building orientation, drive-up windows, layout, signage, hours of operation, pedestrian access, traffic circulation, noise levels and landscaping.

SHORT-TERM RENTALS:

The city has recently seen an increase in the number of residential properties being used as short-term rentals. Short-term rentals are units being leased for the use of 30 days or less. Unlike traditional leases, short-term rental leases are typically used for vacationing or as a recreational use, similar to a hotel. The zoning ordinance, though vague, by default prohibits properties from being occupied under a short-term lease. However, Subsection 605.2 states “Prohibited Uses: All uses marked with an “x” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.” Therefore, as short-term rentals are not listed in the District Use Table, they are considered a prohibited use. There has been some confusion by property owners because the code does not actually state short-term rentals are prohibited. The proposed amendments will provide a short-term residential lease definition and adds the use to the district use table as a nonpermitted use. This change will help clarify the city’s position in the code.

ACCESSORY BUILDINGS:

Proposed changes affect Sections 1703, 1704 and Section 3002-Dimensional Standards Table. These standards will clarify setback, height and lot coverage requirements for accessory buildings.

ACCESSORY DWELLING UNITS:

The proposed amendment to Section 1706 will establish a minimum driveway length for driveways being used towards onsite parking requirements.

DRIVE-THRU FACILITIES:

The zoning ordinance provides very little in terms of standards for drive-thru facilities. Drive-thru facilities, if not designed properly, can have negative impacts to onsite circulation, access to parking, pedestrian safety and the architectural feel of a community. This new section will introduce standards to insure landscaping is sufficiently placed around drive-thru lanes, eliminate conflicts with traffic and provide safe access to pedestrians. In the near future, the city has the potential to see several drive-thru establishments constructed in the RMU and RC Districts.

PLANNING COMMISSION:

On September 6, 2017, the planning commission held a public hearing on the proposed text amendments. Several members of the public spoke in opposition to the text amendment regarding short-term residential leases. Most people that spoke in opposition indicated that they currently used their property as a short-term rental. Staff and the planning commission clarified in the meeting that short term rentals are currently prohibited and that this amendment simply provides clarification in the zoning ordinance. The planning commission discussed reviewing the possibility of allowing short-term rentals in the future but indicated that they would like direction from the city council.

RECOMMENDATION:

Staff is recommending approval of the proposed updates to the zoning ordinance. The ordinance and draft language are attached to this staff report.

PROPOSE MOTION:

"I move to approve the proposed zoning text amendments"

ATTACHMENTS:

- Ordinance with associated zoning text amendments

ORDINANCE NO. 2017-XX

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING ZONING ORDINANCE CHAPTER 6: ESTABLISHMENT OF DISTRICTS AND ZONING TABLES, SECTION 605-DISTRICT USE TABLE, ADDING SHORT-TERM RESIDENTIAL LEASE AS A NONPERMITTED USE IN ALL DISTRICTS & AMENDING SECTION 606-DIMENSIONAL STANDARDS TABLE, CLARIFYING HEIGHT PROVISIONS FOR PRINCIPLE AND ACCESSORY BUILDINGS, LOT COVERAGE REQUIREMENTS, ACCESSORY BUILDING SETBACKS AND PROVIDING ADDITIONAL STANDARD NOTES; CHAPTER 17: SUPPLEMENTARY DEVELOPMENT STANDARDS, SECTION 1703 – ACCESSORY BUILDINGS, RELOCATING DIMENSIONAL STANDARDS TO SECTION 606 AND REFERENCING SECTION 1706 FOR ACCESSORY DWELLING UNITS; SECTION 1704 REPEALING AND REPLACING AS A RESERVED SECTION; SECTION 1706 – ACCESSORY DWELLING UNITS, ADDING DRIVEWAY PARKING LENGTH REQUIREMENTS AND AMENDING PERMIT PROCEDURE TO REQUIRE A BUILDING PERMIT PRIOR TO ISSUANCE OF AN ADU BUSINESS LICENSE; ADOPTING NEW SECTION 1719 – DRIVE-THRU FACILITIES, PROVIDING A PURPOSE STATEMENT, PERMIT REQUIREMENTS, DEVELOPMENT STANDARDS FOR DRIVE-THRU LANES, DISTANCE TO SITE ACCESS, PEDESTRIAN ROUTE REQUIREMENTS, LANDSCAPING, BUILDING ORIENTATION, NOISE LIMITATIONS, BUILDING MATERIALS AND HOURS OF OPERATION; CHAPTER 30 DEFINITIONS, AMENDING SECTION 3002 – DEFINITIONS OF GENERAL PURPOSE TO CHANGE TITLE TO “DEFINITIONS” AND ADDING NEW DEFINITION FOR “RESIDENTIAL LEASE, SHORT TERM”; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission held a public hearing on September 6, 2017 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on September 13, 2017; and

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

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

SECTION 1: AMENDMENTS TO ZONING ORDINANCE SECTION 605 are hereby adopted as follows:

See attached Exhibit A: Section 605 - District Use Table.

SECTION 2: AMENDMENTS TO ZONING ORDINANCE SECTION 606 are hereby adopted as follows:

See attached Exhibit B: Section 606 - Dimensional Standards Table.

SECTION 3: AMENDMENTS TO ZONING ORDINANCE SECTION 1703 are hereby adopted as follows:

See attached Exhibit C: Section 1703 – Accessory Buildings.

SECTION 4: REPEALING ZONING ORDINANCE SECTION 1704 – RETITLED AS RESERVED is hereby adopted.

SECTION 5: AMENDMENTS TO ZONING ORDINANCE SECTION 1706S are hereby adopted as follows:

See attached Exhibit D: Section 1706 – Accessory Dwelling Units.

SECTION 6: NEW ZONING ORDINANCE SECTION 1719 is hereby adopted as follows:

See attached Exhibit E: Section 1719 – Drive-thru Facilities.

SECTION 7: AMENDMENTS TO ZONING ORDINANCE CHAPTER 30 are hereby adopted as follows:

See attached Exhibit F: Chapter 30 Definitions.

SECTION 8: That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 7: REPEALER CLAUSE. All Vineyard Ordinances, or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 8: SAVINGS AND SEVERABILITY CLAUSE. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9: PUBLICATION. This Ordinance, or summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 10: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED by the Vineyard City Council, September 13, 2017.

ATTEST:

Randy Farnworth, Mayor

Pam Spencer, City Clerk

Exhibit A: Section 605 - District Use Table

P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^X = Indicates Additional Standards Below

ZONING DISTRICT USES		OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	FOI	M	PF
RESIDENTIAL	Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N
	Dwelling, Single-Family	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N
	Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	N	N
	Model Home	N	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N
	Residence for Persons with a Disability	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school.	N	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	N	N	N	N	N	N	N
	Residential Facility for Elderly Persons	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Residential Lease, Short-term	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
COMMERCIAL	Agriculture, Commercial	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Animal Hospital	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	P	N
	Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	N	N
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Car Wash	N	N	N	N	N	N	N	N	N	N	C	N	N	C ³	C	P	N
	Chemical Manufacture, Storage, and Distribution (Existing)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Commercial Day Care/Preschool Center	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C ³	N	N
	Commercial Plant Nursery	N	C	C	N	N	N	N	N	N	N	C	N	N	P	P	P	N
	Commercial Recreation, Indoor	N	N	N	N	N	N	N	N	N	N	C	C	C	P	N	N	N
	Commercial Recreation, Outdoor	N	C	C	N	N	N	N	N	N	N	C	N	C	C	N	N	N
	Composting Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	C	P	N
	Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
	Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	N
	Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	N	P	N
	Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N
	Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	C	N
	Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	N
	Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	N	N	N	N
	Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	N
	Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	N	N
	Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	P	N	N
	Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P ²	P ²	N
	Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	C ²	N
	Laundry, Commercial	N	N	N	N	N	N	N	N	N	N	C	C	N	N	P	P	N
	Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N
	Manufacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	P	N	P	P	N
	Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N

P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^X = Indicates Additional Standards Below

ZONING DISTRICT USES		OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	FOI	M	PF
COMMERCIAL	Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N
	Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	N	N
	Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	N	N
	Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	N	N	N
	Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N
	Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N
	Office	N	N	N	N	N	N	N	N	N	N	P	P	P	P ⁴	P ⁴	N	N
	Pawnshop	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N
	Personal Care Services	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N
	Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	P	P	C	P	C	N	N
	Private Club	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	N	N
	Restaurant	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	N
	Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	P	P	P ³	P	P ³	N	N
	Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N
	Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N
	Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C ²	N	C ²	C ²	C ²	N	N
	Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
	Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
	Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	N	N
	Vehicle and Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	P	N
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	P	N
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	C	N	N
	Vehicle and Equipment Sale or Rental or Sale - New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N	N
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	P	N
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	N
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	P	P	N
PUBLIC AND	Assembly, Place of	N	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C ¹	C	C	C	N	N	N	N
	Commuter and Light Rail Facilities and Station	N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C
	Earth Station (Satellite Dish Farm)	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	N
	Educational Facility	N	C	C	C	C	C	C	C	C	C	P	P	P	C	N	N	N
	Emergency Care Facility	N	N	N	N	N	N	N	N	N	N	P	P	C	N	N	N	N
	Environmental Remediation	N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C
	Farmers' Market	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	C
	Heliport	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N
	Hospital	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	N	N

P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^X = Indicates Additional Standards Below

ZONING DISTRICT USES		OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	FMU	BP	RC	FOI	M	PF
PUBLIC AND INSTITUTIONAL	Liquor Store (State Owned)	N	N	N	N	N	N	N	N	N	N	C	C	N	C	N	N	N
	Major Facility of a Public Utility	C	C	C	C	C	C	C	C	C	C	C	N	N	C	C	C	C
	Minor Facility of a Public Utility	P	P	P	P	P	P	P	P	P	P	C	C	P	C	P	P	P
	Museum	N	N	N	N	N	N	N	N	N	N	P	P	C	C	N	N	N
	Open Space and Trails	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Parks and Associated Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Park and Ride Facility	N	N	N	N	N	N	N	N	N	N	P	N	C	N	P	P	N
	Power Plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Public Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
	Recycling Collection Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
	Recycling Processing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Transit Passenger Hub (Intermodal)	N	N	N	N	N	N	N	N	N	N	P	P	N	C	C	C	C
	Wireless Telecommunications Site/Facility	N	C ²	C ²	N	N	N	N	N	N	N	C ²	C ²	C ²	N	C ²	C ²	C ²
ACCESSORY USES	Accessory Building	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Accessory Dwelling Unit	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P ²	P ²	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N
	Home Occupation	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Home Preschool	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N
	Household Pets, Noncommercial	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N
	Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	P	N
	Seasonal Use	T ⁵	N	N	N	N	N	N	N	N	N	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	N	N
	Sign - Temporary	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶
	Swimming Pool	P	C ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N
	Temporary Use	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵
	Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	C

- 1 Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in chapter 30 of this ordinance are permitted.
- 2 See Chapter 17 for additional use development standards.
- 3 Use is allowed as an accessory use to a principle use.
- 4 Use shall not exceed 25% of the net square footage of a single building or development.
- 5 See Chapter 13 for additional use standards.
- 6 See Chapter 24 for signage requirements.

Exhibit B: Section 606 - Dimensional Standards Table

Standards	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	BP	RC	FOI	M	PF
Minimum Lot Size	NA	40 Acres	5 Acres	40,000 sf	15,000 sf	10,000 sf	8,000 sf	15,000 sf per SFD or 25,000 sf per Two-Family Dwelling	10,000 sf plus 5,000 sf per multi-family unit.	8,000 sf plus 4,500 sf per multi-family unit.	10 acres ¹ .	40,000 sf	NA	20,000 sf	20,000 sf	NA
Maximum Base Density allowed by a PD Overlay District in Units Per Acre	NA	1 unit per 20 acres	1 unit per 5 acres	1.75 units per acre	2.32 units per acre	3.5 units per acre	4.35 units per acre	2.33 SFD units per acre. 2.8 two-family dwelling units per acre.	2-12 units per acre with an average of 8 units per	9.7 units per acre.	26 units per acre ¹ .	NA	NA	NA	NA	NA
Minimum Lot Width	NA	Lot width to lot length ratio not less than 1:3	100'	90'	80'	80'	80'	100' for SFD and 120' for Two-Family Dwellings.	60' unless otherwise approved by the City Council.	120'	See standard # 1 below.	140'	NA	100'	100'	NA
Minimum Distance Between Condominium & Multi-Family Units Primary Buildings located on the same Lot or Parcel.	NA	NA	NA	NA	NA	NA	NA	NA	30'	30'	NA	NA	NA	NA	NA	NA
Minimum Building Height	No primary building within any district shall be erected to a height less than one (1) story entirely above grade. See definition of story.															
Maximum Building Height	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>35'²</u>	<u>60'²</u>	<u>90'²</u>	<u>60'²</u>	<u>60'²</u>	<u>60'²</u>	NA
Minimum Front Yard	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'	See standard # 1 below.	30'	20'	25'	25'	NA
Minimum Side Yard - Interior Lots	NA	30'	30'	30'	30'	30'	20'	A total of at least 20' between the two side yards, with no side yard of less than 8'.	20', unless otherwise approved by the City Council.	20'		25'	20'	20'	20'	NA
Minimum Side Yard for Corner Lots	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'		25'	25'	25'	25'	NA
Minimum Rear Yard	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'		25'	25'	25'	25'	NA
<u>Maximum Building Lot Coverage (Principle and Accessory Buildings)</u>	<u>NA</u>	<u>NA</u>	<u>15%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>50%</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
Maximum encroachment of Architectural Features Encroaching into required setbacks	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA
<u>Accessory Buildings - In addition to the requirements of Section 1703, the following dimensional standards apply:</u>																
<u>Standards</u>	<u>OS</u>	<u>A-1</u>	<u>R&A-5</u>	<u>RE-20</u>	<u>R-1-15</u>	<u>R-1-10</u>	<u>R-1-8</u>	<u>R-2-15</u>	<u>HDR-1</u>	<u>HDR-2</u>	<u>RMU</u>	<u>BP</u>	<u>RC</u>	<u>FOI</u>	<u>M</u>	<u>PF</u>

Standards	OS	A-1	R&A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	BP	RC	FOI	M	PF
Minimum Internal Side Setbacks	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA	NA	NA	NA	NA
Minimum Corner Side Setbacks	See standard #3 below.															
Minimum Rear Setbacks	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA	NA	NA	NA	NA
Minimum Distance from Principle Building	NA	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	NA	NA	NA	NA	NA
Maximum Building Height	NA	NA	25'	25'⁴	25'⁴	25'⁴	25'⁴	25'⁴	25'⁴	25'⁴	25'⁴	NA	NA	NA	NA	NA
Roof Overhang Setback	NA	NA	1'⁵	1'⁵	1'⁵	1'⁵	1'⁵	1'⁵	1'⁵	1'⁵	1'⁵	NA	NA	NA	NA	NA
Maximum allowed rear yard building coverage.	NA	NA	50%	50%	50%	50%	50%	50%	50%	50%	50%	NA	NA	NA	NA	NA

Additional Standards:

1. See Chapter 7 for additional RMU Districts standards.
2. Building height is measured from the top of the back of curb to the highest point of the building or structure. See also definition of "Building Height."
3. Shall meet the minimum setbacks of the principle building.
4. [For every one foot \(1'\) in height above fifteen feet \(15'\) the building setback shall be increased an additional one foot \(1'\) from the internal side and rear property lines.](#)
5. [For every one foot \(1'\) in height above fifteen feet \(15'\) the roof overhang setback shall be increased an additional one foot \(1'\) from the internal side and rear property lines.](#)

Exhibit C: Section 1703 – Accessory Buildings

Section 1703—Accessory Buildings:

1. Accessory buildings and accessory uses may be authorized in association with a primary building or primary use.

2. Accessory buildings and accessory uses shall only be authorized concurrently with, or following, the establishment of the primary building or primary use.

~~3. An accessory garage may be attached to, or detached from, the primary building.~~

~~4. An accessory garage that is attached to a primary building shall meet all requirements for the location of the primary building.~~

~~5. All garages and other accessory buildings located within sixteen (16) feet of the primary building shall meet be considered attached and part of the primary building and the setback requirements applicable to the primary building shall apply.~~

~~6. An accessory garage that is detached from a primary building shall meet all requirements for the location of a detached accessory building, as provided herein.~~

~~—All garages and other accessory buildings located sixteen (16) feet or more away from the primary building may be located no less than three (3) feet from the side or rear property line(s) and no portion of any garage or accessory building, including any roof overhangs, shall be allowed within one (1) foot of any property line.~~

~~7.3. Accessory buildings are shall only permitted within the rear yard of an established lot. not be located in any required front yard.~~

~~8.4.~~ No storm water runoff from any accessory building shall be allowed to run onto adjacent property.

~~9.5. Accessory buildings, located on corner lots, shall meet the required corner side yard setback, applicable in the Zoning District in which the accessory building is located shall meet all of the required dimensional standards of Section 606..~~

~~10.6.~~ Accessory buildings shall comply with the requirements of the adopted Building Code, as applicable.

~~11.7.~~ No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an accessory building.

~~12.8.~~ No shipping container, cargo container, shipping crate, box, trailer, or similar moveable piece of equipment or object shall be used as an accessory building.

~~13. No utility connections or meters, separate from the primary building shall be allowed~~

~~for accessory buildings.~~

~~14.9.~~ No accessory buildings shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building. ~~E~~ except as allowed in Section 1706.

~~15.10.~~ No accessory building shall be used as a permanent dwelling unit. except as allowed in Section 1706.

~~16.~~ No accessory building shall be located closer than three (3) feet to any side or rear property line(s), and no portion of any garage or accessory building, including any roof overhangs, shall be allowed.

~~17.11.~~ Accessory buildings used for the housing of domestic livestock or fowl shall comply with the requirements of Section 1712, herein.

Section 1704—Reserved ~~Limitations on the Height and, Size, and Location of Garages and other Accessory Buildings in Residential Zones:~~

~~In an effort to avoid the appearance of commercial style buildings in Residential Zoning District, and to protect the character and stability of residential neighborhoods, the following requirements for garages and other accessory buildings located in Residential Zoning Districts are provided:~~

~~1. Maximum Garage Height.~~

~~1.1. No detached garage shall be higher than twenty (20) feet, measured from the natural or finished grade, whichever is lower, to the highest point of the detached garage, or higher than the primary building, whichever is less.~~

~~1.2. No attached garage shall be higher than the primary building.~~

~~2. Number of Garages.~~

~~2.1. A maximum of one (1) attached and one (1) detached garage may be allowed on each lot in association with a primary residential dwelling unit. All other structures, excluding the primary building and attached or detached garage shall be considered accessory buildings.~~

~~3. Maximum Accessory Building Height.~~

~~3.1. No accessory building, except one (1) detached and one (1) attached garage, as provided above, shall be higher than twentyfive (2015) feet, measured from the natural or finished grade, whichever is lower, to the highest point of the accessory building, or higher than the primary building, whichever is less.~~

93
94 ~~4. Maximum Accessory Building Size, Location, and Construction of Attached and~~
95 ~~Detached Garages and Other Accessory Buildings in Residential Zoning Districts.~~

96
97 ~~4.1. The total square footage of any accessory building detached or attached~~
98 ~~garage shall not be greater than fifty percent (50%) of the rear yard.~~
99 ~~square footage of the footprint of the primary structure.~~

100
101 ~~4.2. The cumulative total square footage of any attached garage, detached~~
102 ~~garage and all other accessory buildings and the primary building shall not~~
103 ~~be greater than twenty five percent (25%) of the entire lot rear yard.~~

104
105 ~~4.3. All garages and other accessory buildings located within ten (10) feet of~~
106 ~~the primary building shall be considered attached and part of the primary~~
107 ~~building and the setback requirements applicable to the primary building~~
108 ~~shall apply.~~

109
110 ~~4.4. All garages and other accessory buildings located ten (10) feet or more~~
111 ~~away from the primary building may be located no less than three (3) feet~~
112 ~~from the side or rear property line(s) and no portion of any garage or~~
113 ~~accessory building, including any roof overhangs, shall be allowed within~~
114 ~~one (1) foot of any property line,~~

115
116 ~~4.5. No detached garage or other accessory buildings shall be located in any~~
117 ~~required front yard.~~

Exhibit D: Section 1706 – Accessory Dwelling Units.

Section 1706—Accessory Dwelling Units:

Purpose: The purpose of the accessory dwelling unit ordinance is to promote areas in the city to accommodate an expanding population, establish regulations to address the health, safety and welfare of the community, to provide flexibility for changes in household size associated with life cycle and to enable a level of financial security for home owners.

1. Location: Accessory dwelling units are allowed as an accessory use to a single-family detached residence and are limited to the following development configurations:
 - 1.1. Over a detached garage, provided the parking within the garage is not eliminated or converted to living space, stairs or otherwise disrupts required parking;
 - 1.2. Within the home through an internal conversion of the housing unit maintaining an internal connection between living areas; or
 - 1.3. An addition to the home, containing an internal connection between the accessory dwelling unit and the principal part of the dwelling unit; provided, that the addition will not alter the single-family character of the structure.
2. External appearance: The accessory dwelling unit shall not alter the appearance of the structure as a single-family residence. There shall be no external evidence of occupancy by more than one (1) family, such as two (2) front doors. The architectural style, building materials and building colors of an accessory dwelling unit shall be compatible and consistent with the architectural style, materials, and color of the primary building. Mobile homes, travel trailers, boats, or similar recreational vehicles shall not be used as an accessory dwelling unit.
3. Sale of principle dwelling: An accessory dwelling unit shall not be sold separately from the sale of the principle building dwelling located on the same lot.
4. Owner occupied: The principle dwelling of the property shall be the primary residence of the property owner.
5. Number of units: A maximum of one (1) accessory dwelling unit may be established as a secondary use to a detached single-family dwelling.
6. Unit size: Accessory dwelling units shall not exceed the greater of 50% of the size of the principle dwelling or 1,200 square feet. In no case shall the accessory dwelling unit contain habitable square footage less than 300 square feet.
7. Dimensional standards: Accessory dwelling units shall comply with required building height, setbacks and all applicable dimensional standards listed in Chapter 32 Table of Uses and Development Standards for attached or detached accessory buildings.
8. Utilities: An accessory dwelling unit shall be connected to, and served by, the same water, sewer, electrical, and gas meters that serve the primary building. No separate utility lines, connections, or meters shall be allowed for an accessory dwelling unit.
9. Parking: A single-family dwelling with an accessory dwelling unit shall provide a minimum of four (4) off-street parking spaces located on a paved surface or approved driveway. A minimum of two (2) off-street parking spaces shall be designated for the use of those residing in the accessory dwelling unit. The number of off-street parking spaces shall not be less than the number of vehicles maintained on the property. Only driveways containing a minimum length of eighteen feet (18') may be counted toward required onsite parking. The minimum length of a driveway counting toward onsite parking shall not include any land associated with street rights-

of-way, sidewalks or public property/access. All onsite parking spaces shall contain a minimum width of eight feet (8').

10. Addresses: The single-family dwelling and accessory dwelling unit shall have unique addresses.

11. Entrance: The entrance to the accessory apartment shall be on the side or rear of the building. Only one (1) front entrance shall be visible from the front yard.

12. Permit: An accessory dwelling unit business license may only be issued following the approval of
~~Prior to issuance of a building permit, the owner of the property shall obtain an accessory dwelling unit permit from the city.~~ An accessory dwelling unit shall not be authorized on a property that has outstanding ordinance violations or unpaid taxes.

13. Compliance with adopted codes: Accessory dwelling units shall meet all requirements of the adopted Building Code and other applicable city ordinances and regulations.

Exhibit E: Section 1719 – Drive-thru Facilities

1 Section 1719 - Drive-thru Facilities

2 1. Purpose:

3 The purpose of this section is to regulate drive-thru facilities with development standards to ensure
4 that the design and operation of such uses effectively mitigate associated problems with traffic,
5 pedestrian safety, congestion, excessive pavement, litter, and noise.

7 2. Permit requirements:

8 Drive-thru facilities are allowed in districts as listed in Section 605 District Use Table of this
9 ordinance.

11 3. Development Standards:

12 The development standards in this section are intended to supplement the standards in the
13 underlying zoning district for drive-thru facilities. In the event of conflict between these standards
14 and the underlying zoning district standards, the provisions of this section shall apply.

16 4. Drive-thru Aisles. The minimum standards for drive-thru aisles are as follows:

17 4.1. Drive-thru aisles shall have a minimum twelve-foot (12') width.

18 4.2. Drive-up windows and remote tellers shall provide at least one hundred eighty (180') feet of
19 stacking space for each facility, as measured from the service window or unit to the entry point
20 into the drive-up lane. Nonfood and/or non-beverage businesses may reduce the stacking space
21 to a minimum of sixty feet (60').

22 4.3. Each drive-thru entrance shall be at least fifty feet (50') from any street access point.

23 4.4. Each drive-thru exit shall be at least twenty-five feet (25') from any street access point.

24 4.5. Each entrance to an aisle and the direction of traffic flow shall be clearly designated by signs and
25 pavement markings.

26 4.6. Each drive-thru aisle shall be separated from the circulation routes necessary for ingress or
27 egress from the property, or access to a parking space.

28 4.7. Drive-thru aisles and exit lanes are only permitted on the side and rear of buildings.

29 4.8. Buildings with a drive-thru facility shall not contain parking or drive aisle between the front
30 building façade and street right-of-way.

31 4.9. Buildings with a drive-thru shall contain a building entrance on the building side facing the front
32 yard.

33 4.10. Buildings may contain exterior dining areas, gathering spaces and landscaping between
34 the building's street facing façade and the sidewalk.

35 4.11. Drive-thru facilities, including signage support pedestals, screening walls, canopies and
36 other architectural features, shall be designed with similar and compatible materials used
37 throughout the exterior of the building.

39 5. Landscaping of the Drive-Thru Aisle. Landscaping shall be provided as described below:

40 5.1. A five foot (5') wide planter between the drive-thru aisle and the parking area that includes
41 shade trees consistent with those used in the parking area are required.

42 5.2. A planter with a minimum height of three feet (3'), not exceeding a height of four feet (4'), with
43 low shrubs that screens the drive-thru aisles from the abutting street right-of-way shall be used
44 to minimize the visual impact of menu board signs and directional signs.

45 5.3. Drive-thru facilities shall provide sufficient landscape screen to ensure vehicle headlights are not
46 visible from the abutting street rights-of-way and surrounding residential properties.

- 48 6. Pedestrian Access and Crossings. Pedestrian access shall be provided from each abutting street to
49 the primary entrance with a continuous four (4' 0") foot-wide sidewalk or delineated walkway. At
50 least one pedestrian walkway shall be provided to the main entrance of the building which does not
51 intersect drive-thru aisles.
52
- 53 7. Hours of Operation. When located on a site within one hundred (100') feet of any residential
54 property, measured from the proposed drive-thru facility to the nearest property lines of the
55 residential property, hours of operation for the drive-thru service shall be limited from 7:00 a.m. to
56 10:00 p.m. daily. This regulation does not apply to mixed-use buildings containing both residential
57 and non-residential uses.
58
- 59 8. Signage. Menu boards and other signage shall be permitted in accordance with the provisions of
60 Chapter 24.
61
- 62 9. Parking and Loading. All parking areas shall comply with the standards of the parking and loading
63 requirements of this ordinance.
64
- 65 10. Noise. Any drive-thru speaker system shall emit no more than fifty (50) decibels and at no time shall
66 any speaker system be audible above daytime ambient noise levels beyond the property lines of the
67 site. The system shall be designed to compensate for ambient noise levels in the immediate area.
68
69
70
71

Exhibit F: Chapter 30 Definitions

CHAPTER 30

Definitions

Section 3001—Purpose and Conflicts:

This chapter provides definitions of general terms used throughout this ordinance for which a definition is considered necessary. The word “herein” means “in this ordinance”; the word “regulations” means “these regulations”; “used” or “occupied” as applied to any land or building shall be construed to include the words “intended, arranged, or designed to be used or occupied”. For the convenience of users of this ordinance, certain terms may be illustrated herein. If a conflict arises between an illustration and a definition, the definition shall apply.

Section 3002—Definitions of General Purpose:

Words not defined herein shall have a meaning consistent with Webster’s New Collegiate Dictionary, latest edition.

Abandon/Abandoned: Means a use that has been discontinued for a minimum period of one (1) year or a building, structure, sign, or other object that remains vacant or unused for a minimum period of one (1) year.

Abandonment: Any act that results to abandon.

Access: The provision of vehicular and/or pedestrian ingress and egress to a lot, parcel, building, or structure.

Accessory Building: A building customarily incidental and clearly subordinate to the primary building and located on the same lot as the primary building.

Accessory Use: A use clearly incidental, subordinate and customarily found in connection to the primary use and located on the same lot as the primary use.

Active or Valid Building Permit: A Building Permit that has not expired.

Adjacent Property/Adjacent Landowners: A lot or parcel of property, or the owner of record of such, according to the records of the Utah County Recorder that has a common boundary line with a lot or parcel of property that is the subject of some action before the city.

Affected Entity: Means a county, municipality, independent special District under Title 17A, Chapter 2, Independent Special Districts, Local District under Title 17B, Chapter 2, Local Districts, School District, interlocal cooperation entity established under Title 11, Chapter 13, InterLocal Cooperation Act, specified public utility, or the Utah Department of Transportation, if:

1. The entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;

2. The entity has filed with the municipality a copy of the entity's general or long-range plan; or
3. The entity's boundaries or facilities are within one mile of land that is the subject of a general plan amendment or land use Ordinance change.

Agent: The person with written authorization to represent a property owner.

Agriculture: An area which is used for the commercial production, keeping, or maintenance for sale of plants and domestic animals typically found in Utah County, or lands devoted to a soil conservation management program, but excluding the keeping of prohibited animals, Commercial Plant Nursery, as defined herein, Concentrated Animal Feeding Operation, as defined by the Utah Code Annotated, 1953, as amended, and subject to the Utah Pollutant Discharge Elimination System (UPDES), or similar activities.

Agricultural Building: A structure used in conjunction with an allowed agriculture use, and not for human occupancy, and complying with the requirements of §58-56- 4, Utah Code Annotated, 1953, as amended. To qualify as an agricultural building the structure must meet all requirements of §58- 56-4(1), Utah Code Annotated, 1953, as amended.

Alcoholic Beverages: Means and includes beer and liquor as defined in the State of Utah Alcoholic Beverage Control Act, as amended.

Alteration: Any change, addition, or modification in construction of a building or structure.

Animal Hospital: A facility for the diagnosis, treatment and hospitalization of animals, that may include indoor holding facilities only for the treatment and observation of animals but does not include any outdoor holding or boarding facilities, unless Outdoor Boarding Kennels are listed as an allowed use in the Zoning Use Matrix.

Appeal Authority: The person, board, commission, agency, or other body designated by this Ordinance to decide an appeal of a decision of a Land Use Application or a Variance.

Applicant: Any person(s) presenting a Land Use Application for any Approval, Permit, or License required by a Land Use Ordinance.

Application/Land Use Application: Written requests for an Approval, Permit, or License and completed in a manner prescribed by this Ordinance for review and decision by a Land Use Authority.

Application, Complete: An Application that includes all information requested on the appropriate form, and payment of all applicable fees.

Application, Incomplete: An Application that lacks information requested on the appropriate form, or lacks the payment of all applicable fees.

1 **Architectural Projection:** Any projection which is not intended for occupancy and which
2 extends beyond the face of an exterior wall of a building, but shall not include signs.

3
4 **Assembly, Place of:** The use of land for a meeting place where persons gather together for
5 purposes of attending civic, social, religious functions, recreational events or entertainment
6 performances on a regular or recurring basis including, but not limited to, religious institutions,
7 banquet facilities, funeral homes, theaters, conference centers, stadiums, and indoor or outdoor
8 recreational facilities.

9
10 **Awning:** A roofed structure placed to extend outward from the building providing a protective
11 shield for doors, windows, and other openings supported by the building or other supports.

12
13 **Base District:** A Zoning District that establishes regulations governing land use and site
14 development in a specific geographic area.

15
16 **Basement:** A story partly underground and having at least one-half (1/2) its height below the
17 average level of the adjoining ground.

18
19 **Bay Window:** A window or series of windows forming a recess or bay from a room and
20 projecting outward from the wall.

21
22 **Berm:** A mound of earth used as a site feature, or to shield, screen, and buffer uses, undesirable
23 views and to separate land uses.

24
25 **Best Management Practices (BMPs):** A practice, or combination of practices, determined to
26 be the most effective (including technological, economic, and institutional considerations)
27 means of preventing or reducing disturbance or disruption to the natural environment.

28
29 **Billboard:** A freestanding sign designed or intended to direct attention to a business, product, or
30 service that is not provided, sold, offered, or existing on the property where the sign is located.

31
32 **Buildable Area:** That area of a lot or parcel which is outside of any required setback areas and
33 outside of any other areas regulated by this Ordinance.

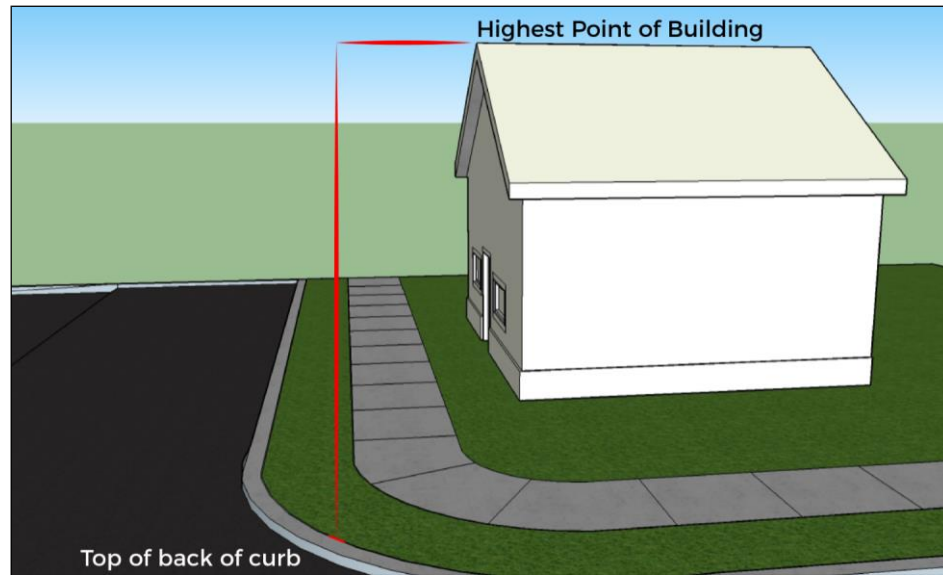
34
35 **Building:** Any structure, whether permanent or temporary, which is designed, intended, or used
36 for occupancy by any person, business, animals, possessions, or for storage of property or
37 materials of any kind.

38
39 **Building Code:** The International Building Code, as adopted by the city.

40
41 **Building Facade:** That portion of an exterior elevation of a building extending from the
42 finished grade to the top of the parapet wall or eaves and the entire width of the building
43 elevation.

44
45 **Building Frontage:** The horizontal, linear dimension of that side of a building abutting a street,
46 a parking area, or other circulation area open to the public.

Building, Height: The vertical distance from the TOP OF THE BACK OF CURB to the highest point of the building or structure.



Building Line: The line circumscribing the buildable area of a lot.

Building Line, Front: A line parallel to the front lot line and at a distance there from equal to the required depth of the front yard setback and extending across the entire width of the lot or parcel.

Building Line, Rear: A line parallel to the rear lot line and at a distance there from equal to the required depth of the rear yard setback and extending across the entire width of the lot or parcel.

Building Line, Side: A line parallel to the side lot line and at a distance there from equal to the required depth of the side yard setback and extending between the front and rear building lines.

Building Official: The person charged with the administration and enforcement of the Building Code of the City of Vineyard, or designee.

Building Permit: A Permit authorizing a construction activity.

Business: Means and includes all trades, occupations, professions, or activities carried on within the city for the purpose of gain or economic profit.

Carport: Roof structures open on at least two sides and subject to all requirements prescribed for a garage.

Car Wash: A facility that offers the washing of motor vehicles and motorcycles by either machine or hand-operated mechanisms used principally for the cleaning, washing, polishing, or

waxing of motor vehicles not exceeding 10,000 pounds Gross Vehicle Weight. A facility of this type may be able to accommodate more than one vehicle at the same time.

Certificate of Occupancy: A certificate issued by the Building Official authorizing occupancy of a building or structure requiring a Building Permit.

Chemical Manufacturing, Storage, and Distribution (Existing): A use, existing and established in the Town on January 1, 2008 and engaged in making of chemical products from raw or partially finished materials and the storage and distribution of such chemical materials and that by reason of materials, processes, products or waste may be hazardous or that by the emission of odor, dust, smoke, gases, noise, vibration, glare, heat or other impacts may impact adjoining properties, and which may include the parking and storage of distribution vehicles, and accessory activities.

Chief Executive Officer: Means the Mayor of the City of Vineyard.

City Engineer: A registered Civil Engineer so appointed by the city.

Clear View Area: Areas at intersecting streets and driveways where unobstructed vision is maintained, as required by this Ordinance.

Cluster Development: A design that locates buildings in specific areas of a site to allow the remaining land to be used, but not limited to, recreation, open space, and preservation of sensitive land areas.

Code: The City of Vineyard Municipal Code, as adopted.

Commercial Kennel: An establishment where four (4) or more dogs, older than four (4) months, are kept for the purpose of boarding, breeding, raising or training dogs for a fee or on a nonprofit basis.

Commercial Plant Nursery: A use wholly, or partially, contained within one or more greenhouses where trees, shrubs, flowers, or vegetable plants are grown and sold to retail or wholesale customers.

Commercial Recreation, Indoor: A use, either public or private, providing amusement, pleasure, or sport, which is operated entirely within an enclosed building, including but not limited to live theater, and movie houses, indoor tennis, bowling, and skating, baseball batting cages, paintball, horse riding or similar activities. This use may include associated eating and drinking areas, retail sales areas and staff offices.

Commercial Recreation, Outdoor: An area or facility that offers entertainment or recreation outside. This use is limited to a golf driving range, baseball batting cages, riding arena, tennis facility, miniature golf, and swimming pool, and may include, as accessory uses, associated eating and drinking areas, retail sales areas and staff offices. This use specifically excludes

1 shooting range, go-cart, motor vehicle and/or motorbike tracks, or similar activities that may
2 create noise, dust, or other nuisances to adjoining and surrounding uses.

3
4 **Commission:** The Planning Commission of the City of Vineyard.

5
6 **Common Area:** Facilities and yards under common ownership.

7
8 **Common Ownership:** Ownership of the same property by different persons.

9
10 **Commuter and Light Rail Facilities and Station:** A rail transit system that covers long
11 distances, usually with less frequent station spacing and train times than light rail that runs on a
12 separate right-of-way from cars, and often sharing an existing freight corridor. Light rail transit
13 systems can run along city streets or in a separate right-of-way. Station areas are located along
14 the transit lines to link park-and-ride lots with the transit system.

15
16 **Composting Facility:** A facility where organic materials are converted into a humus-like
17 material under a process of managed biological decomposition or mechanical processes.
18 Normal backyard composting and composting incidental to agricultural operations are
19 exempted from this use classification.

20
21 **Conditional Use:** A land use that, because of its unique characteristics or potential impact on
22 the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some
23 areas, or may be compatible only if certain conditions are required that mitigate or eliminate the
24 detrimental impacts.

25
26 **Constitutional Taking:** A governmental action that results in a taking of private property so
27 that compensation to the owner of the property is required by the:

- 28
29 1. Fifth or Fourteenth Amendment of the Constitution of the United States; or
30 2. Utah Constitution Article I, Section 22.

31
32 **Construction:** The materials, architecture, assembly, and installation of a building or structure.

33
34 **Construction Activity:** All grading, excavation, construction, grubbing, or other site
35 preparation or development activity which disturbs or changes the natural vegetation, grade, or
36 any existing building or structure, or the act of adding an addition to an existing building or
37 structure, or the erection of a new primary or accessory building or structure on a lot or parcel.

38
39 **Construction Sales and Service:** An establishment engaged in the retail or wholesale sale of
40 materials and services used in the construction of buildings or other structures. Typical uses
41 include lumberyards, home improvement centers, lawn and garden supply stores, electrical,
42 plumbing, air conditioning and heating supply stores.

43
44 **Contractor's Office/Storage Yard:** A facility providing building construction and
45 maintenance services including carpentry, plumbing, roofing, electrical, air conditioning and

1 heating, with a base of operations and which may include the indoor and outdoor storage of
2 building materials, equipment, or vehicles used by the construction business.

3
4 **Corral:** A space, yard, or other unenclosed area, other than a building, used for the
5 confinement of animals.

6
7 **Council:** The City Council of the City of Vineyard.

8
9 **County:** The unincorporated area of Utah County, or the Board of County Commissioners of
10 Utah, Utah.

11
12 **Cul-de-sac:** A street with only one (1) outlet and an area for the safe and convenient turning
13 around of traffic.

14
15 **Culinary Water Authority:** The department, agency, or public entity with responsibility to
16 review and approve the feasibility of the culinary water system and sources for the subject
17 property.

18
19 **Cut:** The process of lowering the natural grade of the ground, or the depth or the volume of
20 such material removal.

21
22 **Daycare Facility, Commercial:** A facility, operated by a person qualified and licensed by the
23 State of Utah, which provides children with day care and/or preschool instruction as a
24 commercial business and complying with all applicable State standards and licensing and
25 having regularly scheduled, ongoing enrollment for direct or indirect compensation that
26 provides child care for less than ~~twenty-four~~twenty-four (24) hours per day. Commercial
27 Daycare Facilities excludes the following:

- 28 (a) Kindergartens or nursery schools or other daytime programs operated by public or
29 private elementary or secondary schools or institutions of higher learning;
30 (b) Facilities operated in connection with a fitness center, shopping center or other
31 activity where children are cared for temporarily while parents or custodians of the
32 children are occupied on the premises or are in the immediate vicinity and readily
33 available;
34 (c) Special activities or programs, including athletics, crafts instruction and similar
35 activities, conducted on a periodic basis by civic, charitable, private, or governmental
36 organizations; or
37 (d) Clearly identified as an Accessory Use.

38
39 **Decibel (dB):** A unit of measure used to express intensity of noise.

40
41 **Declaration:** The legal instrument by which property is subjected to the provisions of the State
42 of Utah Condominium Ownership Act, or a declaration of covenants, conditions, and
43 restrictions.

44
45 **Dedication:** The setting aside of land by an owner for any public use for the enjoyment of the
46 public and owned by a public agency.

Demolish or Demolition: Any act or process that destroys in part or in whole a building or structure.

Density: The intensity or number of nonresidential and residential uses expressed in terms of unit equivalents per acre or lot or units per acre.

Density, Base: The number of dwelling units per acre allowed by a Zoning District.

Density, Incentive: The number of additional dwelling units per acre allowed in addition to the base density.

Developer: Any person or organization that develops, or intends to develop or sell property for the purpose of future development subject to the provisions of this Ordinance, or other Land Use Ordinances.

Development Activity: Any of the following: (a) Any man-made change to improved or unimproved lands, including but not limited to buildings or structures, mining, dredging, filling, grading, paving, excavation or drilling operations; (b) Any construction, reconstruction, or expansion of a building, structure, or use; (c) Any change in the use of a building or structure; (d) Any change in the use of land that creates additional demand and need for public facilities or services; (e) The act of subdividing; or (f) The act, process or result of developing.

Development Agreement: A contract between an Applicant or owner and the Council pursuant to the provisions in this Ordinance.

Development Site: The perimeters and total area of a tract, lot, or parcel of land intended to be used for a development activity.

Development Standards: Established regulations concerning lot areas, yard setbacks, building height, lot coverage, open space and any other special regulations deemed necessary to accomplish the purpose of this Ordinance or other Land Use Ordinances.

Disability: Disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such impairment or being regarded as having such impairment. (§57-21-2(9)(a) Utah Code Annotated, 1953, as amended). Disability does not include current illegal use of, or addiction to any Federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. (§57-21-2(9)(b) Utah Code Annotated, 1953, as amended). Disability does not include placement in lieu of confinement, rehabilitation, or treatment in a correctional facility.

Distribution Center: A facility where the storage and distribution of goods and materials occurs inside a fully enclosed building and which may include the parking and storage of distribution vehicles, and accessory activities.

Domestic Livestock and Fowl: Limited to domesticated horse (*Equus caballus*), domesticated cattle (*Bos taurus* and *Bos indica*), domesticated sheep (*Ovis aries*), domesticated goat (*Capra hircus*) and domestic fowl. Domestic Livestock and Fowl do not include inherently or potentially dangerous animals, fowl, reptiles, or exotic animals.

Driveway: A private access, the use of which is limited to persons residing, employed, or otherwise using or visiting the parcel on which it is located.

Drive-Through Facility: A facility which by design, physical facilities, service or packaging procedures, encourages or permits customers to transact business or receive services or goods while remaining in their motor vehicles.

Dwelling, Accessory Unit: An attached dwelling unit to a single-family home, or located above a detached garage serving a single-family home which is located on the same lot as the single-family home designed to be clearly subordinate to the principle dwelling. An accessory dwelling unit provides complete, independent living facilities with a separate dwelling entrance than the principle dwelling.

Dwelling, Accessory Unit for Owner or Employee: An attached, or detached, dwelling unit for an employee or owner and incidental and clearly subordinate to the existing primary building or use and located on the same lot as the primary building or use.

Dwelling, Condominium: An individually owned dwelling unit, the ownership of which includes an undivided interest in the land and other common areas and facilities, as provided and recorded in a property deed or other instrument, as required by Utah law, and which is typically maintained by an association of the owners. Must meet allowed density requirements.

Dwelling, Multiple-Family: A building containing three (3) or more dwelling units.

Dwelling, Single-Family: A building containing one (1) dwelling unit.

Dwelling, Two-Family: A building containing two (2) attached dwelling units.

Dwelling Unit: A building, containing one (1) or more rooms and one (1) kitchen and including areas for living and sleeping, designed to be used for human occupancy, and complying with all provisions of the Building Code.

Dwelling Unit, Manufactured: A transportable factory built housing unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more Sections, which, in the traveling mode, is eight (8) feet or more in width or forty (40) feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and is designed to be used as a dwelling unit with, or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

To meet the requirements of this Ordinance and State laws, when erected on the site the home must be at least 24 feet in width at the narrowest dimension, have exterior and roofing materials

1 acceptable to the Building Code, as adopted by the City of Vineyard, have a minimum roof
2 pitch of 2:12, and be located on a permanent foundation, in accordance with plans providing for
3 vertical loads, uplift, and lateral forces and frost protection in compliance with the Building
4 Code. All appendages, including carports, garages, storage buildings, additions, or alterations
5 must be built in compliance with the Building Code. The manufactured dwelling must be
6 connected to the required utilities, including plumbing, heating, air-conditioning, and electrical
7 systems. All manufactured dwelling units constructed on or after June 15, 1976, shall be
8 identifiable by the manufacturer's data plate bearing the date the unit was manufactured and a
9 HUD label attached to the exterior of the home certifying the home was manufactured to HUD
10 standards. A Manufactured Dwelling Unit shall be identified as real property on the property
11 assessment rolls of Utah County.

12
13 **Earth Station:** A communication facility which transmits and/or receives signals to and from
14 an orbiting satellite using satellite dish antennas.

15
16 **Easement:** That portion of a lot, parcel, or tract reserved for present or future use by a person
17 or agency other than the fee owner(s) of the property. The easement may be for use under, on,
18 or above said lot, parcel, or tract.

19
20 **Educational Facility:** Public schools, colleges or universities qualified by the State of Utah
21 Board of Regents or State of Utah Board of Education to provide academic instruction.
22 Privately owned buildings and uses for educational activities that has a curriculum for technical
23 or vocational training, kindergarten, elementary, secondary or higher education.

24
25 **Elderly Person:** A person who is 60 years old or older, who desires or needs to live with other
26 elderly persons in a group setting, but who is capable of living independently.

27
28 **Emergency Care Facility:** A facility or licensed healthcare provider providing emergency
29 medical or dental or similar examination, diagnosis, treatment and care on an outpatient basis
30 only.

31
32 **Environmental Remediation:** Removal and processing of on-site waste and/or contaminated
33 materials for the purposes of remediation of the site for future use. All uses in this category are
34 considered temporary for the duration of the remediation process and do not include
35 importation of waste for processing. Such uses shall comply with the provisions for separation
36 of uses and performance standards contained herein.

37
38 **EPA:** The United States Environmental Protection Agency.

39
40 **Escrow:** A deposit of cash with the city, or approved alternate in lieu of cash, held to ensure
41 the performance of a task or a maintenance guarantee.

42
43 **Excavation:** The removal of boulders, gravel, rocks, earth, or similar naturally occurring
44 deposits from its natural position.

External Illumination: Lighting that illuminates a building or structure, parking area, or other outside area from a location outside of the building or structure.

Family: A person living alone, or any of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking and eating facilities: (a) Any number of people who are related by blood, marriage, adoption, or court sanctioned guardianship together with any incidental domestic or support staff who may or may not reside on the premises; or (b) four (4) unrelated people; or (c) two (2) unrelated people and any children related to either of them. "Family" does not include any group of individuals whose association is temporary or seasonal in nature or who are in a group living arrangement because of criminal offenses.

Farmer's Market: An area used for the sale of fresh produce and related food items, which may have outdoor storage and sales. A farmers' market may provide space for one or more vendors.

Fence: A barrier or obstruction of any material, with the purpose or intent, or having the effect, of preventing passage or view across the fence line.

Fence, Open: A fence which permits vision through more than fifty percent (50%) of each square foot more than eight (8) inches above the natural or finished grade.

Fence, Sight Obscuring: A fence which permits no vision (0%) through any part of the fence more than eight (8) inches above the natural or finished grade.

Fill: The process of raising the natural grade of the ground, or the depth or the volume of such material.

Financial Institution: A financial company or corporation providing the extension of credit, and the custody, loan or exchange of money; but not including Pawnshops.

Fiscal Impact Analysis: An analysis that describes the current or anticipated effect upon the public costs and revenues imposed by a development activity.

Flammable Liquids or Gases Manufacture, Storage and Distribution: A facility which may produce, store and/or distribute flammable liquids and gases and which may include the parking and storage of distribution vehicles, and accessory activities.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; including streams, creeks and rivers and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM): An official map of a community on which the United States Federal Emergency Management Agency has delineated areas of flood hazard.

Flood Insurance Study: The official report provided by the United States Federal Emergency Management Agency that include flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Flood Plain, 100 Year: An area where a peak flow magnitude has about a 1 percent (1%) chance of being equaled, or exceeded in any year. The area is based on statistical analysis of stream flow records available for the watershed and analysis of rainfall and runoff characteristics in the general region of the watershed. The flood would have an average frequency of occurrence of about once in one hundred (100) years.

Floor Area, (Gross Floor Area): The sum of the footage contained within all buildings or structures on a site measured from the outside wall surfaces and including basements, garages, porches, utility rooms, stairways, recreation rooms and storage rooms, but excluding unroofed balconies and patios.

Floor Area, (Net Floor Area): The sum of the footage contained within all buildings or structures on a site measured from the inside wall surfaces including basements but excluding, garages, porches, utility rooms, stairways, storage rooms, and unroofed balconies and patios.

Floor Area, (Total): The sum of the gross floor area of all floors of a building and its accessory buildings located on the same lot. All dimensions shall be measured from the exterior faces of the exterior walls.

Floor Area Ratio: The total gross floor area of a building divided by the area of the lot on which it is located.

Foot Candle: A unit for measuring the amount of illumination on a surface.

Frontage: All the property fronting on one (1) side of the street between intersecting or intercepting streets, measured along the street line.

Funeral Home: An establishment where the dead are prepared for burial or cremation and which may include areas for embalming, performing of autopsies and the storage of funeral supplies and vehicles and where funerals may be held.

Garage: An accessory building used for the storage of motor vehicles.

General Plan: The City of Vineyard General Plan, as adopted.

Geologic Hazard: A hazard inherent in the crust of the earth, or artificially created, which is dangerous, or potentially dangerous to life, property or improvements, due to the movement, subsidence, or shifting of the earth. The term includes, but is not limited to, unstable slopes, faulting, landslides, and rock falls.

Golf Course: An area used for the purposes of playing golf, but which may include associated restaurants, commercial retail sales areas, and course maintenance facilities.

Grade, Finished: The finished elevation of the surface of the land after the completion of any development activity or other excavation.

Grade, Natural: The elevation of the surface of the land prior to any development activity or excavation.

Grading: An excavation, cut or fill, or the act of excavating, either cutting or filling.

Groundwater: Any water that may be drawn from the ground.

Groundwater Discharge Area: An area where the direction of groundwater movement is upward from the principal aquifer to the shallow unconfined aquifer.

Grubbing: The removal or destruction of vegetation, including disturbance to the root system or soil surface by mechanical, chemical, or other means.

Guarantee: Any form of security including cash, a letter of credit, or an escrow agreement in an amount and form satisfactory to the city.

Hard-Surfaced: Covered with concrete, brick, asphalt, or other impervious material.

Hazardous Waste: A material as defined by the United States Environmental Protection Agency.

Health and Fitness Facility: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, including, but not limited to, gymnasiums, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

Health Department: The Utah County Health Department.

Heliport: An area used for the landing and taking off of rotary wing aircraft but not including the regular repair or maintenance of such aircraft or the sale of goods or materials to users of such aircraft.

Holiday Decorations: Displays of a primarily decorative nature commonly associated with any national, Local, or religious holiday.

Home Day Care: The care of children who are family and non-family members in an occupied dwelling unit, and complying with all State standards and licensing, by a resident of the dwelling unit at least twice a week for more than three (3) children, but fewer than nine (9) children. The total number of children being cared for shall include children under the age of four (4) years residing in the dwelling unit, who are under the supervision of the provider

1 during the period of time the childcare is provided. When a caregiver cares for only three (3)
2 children under age two (2), the group size, at any given time shall not exceed six (6).

3
4 **Home Occupation:** An activity carried out for gain by a resident of the dwelling unit,
5 identified, and conducted in compliance with the requirements of this Ordinance, as applicable.

6 **Home Preschool:** A preschool program complying with all State standards and licensing for
7 non-family members in an occupied dwelling unit, by residents of that dwelling unit, in which
8 lessons are provided for not more than six (6) children for each session of instruction. Sessions
9 shall last for not more than four (4) hours and shall not overlap. Individual children may attend
10 only one (1) preschool session in any 24-hour period.

11
12 **Hospital:** A facility licensed by the State of Utah Department of Health providing health
13 services primarily for human inpatient, medical and/or surgical care for the sick or injured, and
14 including the related facilities such as laboratories, outpatient departments, training facilities,
15 central service facilities, and staff offices which are an integral part of the facilities.

16
17 **Hotel:** A building and associated facilities offering overnight accommodations for guests, with
18 access provided through a common entrance, lobby or hallway to individual guestrooms, and
19 which may include additional services, such as restaurants, conference and meeting rooms,
20 entertainment, and recreational facilities.

21
22 **Household Pets, Noncommercial:** Domesticated animals and birds ordinarily allowed in a
23 dwelling unit and kept for company or pleasure of the owner, including, but not limited to dogs,
24 cats, and caged birds. Household Pets do not include domestic livestock or fowl, as defined
25 herein or inherently or potentially dangerous animals, fowl, reptiles, or exotic animals.

26
27 **Hybrid Production Facility:** A commercial operation or use, on one or more premises where
28 finished consumer goods are manufactured or produced and those same goods are offered for
29 sale to the general public. Hybrid production facilities must be similar in size, scale and scope
30 of operation with adjacent or nearby uses.

31
32 **Identical Plans:** Means building plans submitted to the City of Vineyard that are substantially
33 identical to building plans that were previously submitted to and reviewed and approved by the
34 City of Vineyard Building Official and describe a building that is:

- 35
36 1. Located on land zoned the same as the land on which the building described in the
37 previously approved plans is located; and
38 2. Subject to the same geological and meteorological conditions and the same law as the
39 building described in the previously approved plans.

40
41 **Illegal Building/Structure:** A building or structure, or portion thereof, established without
42 securing the necessary Approvals, Permits, or Licenses, as required by this Ordinance, the
43 adopted Building Code, or their prior enactments.

44
45 **Illegal Lot:** A lot created that has not received the necessary Approvals, Permits, or Licenses,
46 as required by the city's Land Use Ordinances.

Illegal Use: A use established without receiving the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances.

Impact Analysis: A determination of the potential effect(s), including but not limited to environmental, fiscal, social, matters, etc. upon the city or a Section of the city.

Impervious Material or Surface: Material that is impenetrable by water.

Improvements: Curbs, gutters, streets, roads, sidewalks, utilities, grading, paving, landscaping, water and sewer systems, drainage systems, fences, fire hydrants, street lights, parks, public facilities, amenities and other such requirements of this Ordinance.

Intensity: The degree of a quantitative or qualitative measurement associated with a use of land or building.

Internal Illumination: Lighting by means of a light source that is located within a building structure, or other object including a sign, or portions or letters of a sign.

Kennel, Commercial: A facility providing for indoor commercial boarding, grooming or training of household pets not owned by the owner or occupant of the premises.

Kennel, Outdoor Commercial: A facility providing for the indoor and/or outdoor commercial boarding, grooming or training of household pets not owned by the owner or occupant of the premises.

Land Use: The manner in which land is occupied or used.

Land Use Application: All Applications required by this Ordinance, and the city's other Land Use Ordinances, and required to initiate the review procedures for any required Approval, License, or Permit by a Land Use Authority.

Land Use Approval: Any authorization received from a Land Use Authority that permits the commencement of a development activity.

Land Use Authority: Means a person, board, commission, agency, or other body designated by the Council to act on a Land Use Application.

Land Use Ordinance: Means a planning, Zoning, development, or subdivision Ordinance of the City of Vineyard, including this Ordinance, but does not include the City of Vineyard General Plan.

Landscaping: Materials and treatments that include naturally growing elements such as grass, trees, shrubs, and flowers. Landscaping may also include the use of rocks, fountains, benches, and contouring of the earth when authorized by a Land Use Authority.

Laundry, Commercial: An establishment primarily engaged in the provision of laundering, dry cleaning, or dyeing services other than retail services establishments. Typical uses include bulk laundry and cleaning plants, diaper services, and linen supply services.

Laundry, Self Service or Dry Cleaning: An establishment providing home-type washing, drying, and/or ironing machines, household laundry and ~~dry-cleaning~~[dry-cleaning](#) services.

Legal Building/Structure: A building or structure, or portion thereof, established after receiving the necessary Approvals, Permits, or Licenses, as required by the Land Use Ordinances and complying with the requirements of the Land Use Ordinances and Building Code.

Liquor Store: An establishment owned and operated by the State of Utah and primarily engaged in the sale of alcoholic beverages.

Lot, Legal: A lot that has received the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances, or their prior enactments.

Legal Lot of Record. Any lot, parcel or tract of land that existed, as recorded in the Office of the Utah County Recorder, with a separate property identification number as provided by the Office of the Utah County Recorder and Office of the Utah County Assessor, prior to the date of the adoption of the first Vineyard Subdivision Ordinance, and all lots, parcels, and tracts of land that were legally created pursuant to the subdivision requirements of the city's Land Use Ordinances and the laws of the State of Utah after the date of the adoption of the first City of Vineyard Subdivision Ordinance.

Legal Use: A use complying with the requirements of this Ordinance.

Legislative Body: The City Council of Vineyard, Utah.

Light Source: A point of lumination that emits a measurable radiant energy in or near the visible spectrum.

Limits of Disturbance: The area of a lot, parcel, or tract of land in which all development activity or construction must be contained including all impervious surfaces, buildings, structures, parking areas, driveways, etc.

Lot: A parcel of land occupied or proposed to be occupied by a building or structure, together with such yards, open spaces, lot width and lot area as are required by this Ordinance.

Lot Area: The total land area of a lot, parcel, or tract of land.

Lot Coverage: The total horizontal area of a lot, parcel, or tract of land covered by any impervious surface, including buildings, structures, parking areas, driveways, etc.

Lot Depth: The horizontal distance from a front lot line to a rear lot line.

Lot, Interior: A lot, parcel, or tract of land, other than a corner lot.

Lot, Irregular: A lot whose rear property line is not generally parallel to the front property line such as a pie-shaped lot on a cul-de-sac, or where the side property lines are not parallel to each other.

Lot Line: A line bounding a lot, parcel, or tract of land that divides one (1) lot, parcel, or tract from another, or from a street. See also Property Line.

Lot Line Adjustment: The relocation of the lot line or property boundary line in a subdivision between two adjoining lots with the consent and agreement of the owners of record.

Lot Line, Front: A lot line separating a lot from an existing street right-of-way or, where a new street is proposed, the proposed street right-of-way line.

Lot Line, Rear: The lot line generally opposite and most distant from the front lot line.

Lot Line, Side: Any lot line that is not a front lot line or rear lot line. A side lot line separating one (1) lot from another is an interior side lot line.

Lot, Corner: A lot abutting on two (2) intersecting streets where the interior angle of intersection or interception does not exceed one hundred ~~thirty-five~~thirty-five degrees (135°).

Lot, Double Frontage: A lot abutting two (2) parallel or approximately parallel streets.

Lot, Illegal: A lot that has not received the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances and State laws, or their prior enactments.

Lot, Noncomplying (Legal): A lot, parcel or tract of land that: (a) Legally existed before its current Zoning designation; and (b) Has been shown as a separate lot, parcel, or tract continuously on the records of the Utah County Recorder as an independent parcel since the time the Zoning requirements governing the lot, parcel or tract changed; and (c) Because of subsequent Zoning changes does not now conform with the requirements of the Zoning District in which the lot, parcel or tract is located.

Lot, Noncomplying (Illegal): A lot, parcel or tract of land that: (a) Was created without receiving the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances and State laws, and their prior enactments, and (b) Does not conform with the requirements of the Zoning District in which the lot, parcel or tract is located.

Lot Width: For an interior lot or parcel, the shorter of horizontal distance between side lot lines, measured at the required front yard setback line or rear setback line. For a corner lot, the distance between one (1) of the front lot lines and the opposite side yard line at the required setback line.

LUDMA: Means the “Municipal Land Use, Development, and Management Act,” as provided by Chapter 10-9a, Utah Code Annotated, 1953, as amended.

Lumen: A measurement of light output or the amount of light emitting from a luminaire.

Luminaire: A lighting unit consisting of a light source and all necessary mechanical, electrical, decorative, light shielding and hooded parts.

Luminaire, Cutoff-Type: A luminaire with shields, reflectors, refractors, or other such elements that direct and cut-off emitted light.

Luminaire, Shielded, Fully: Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

Luminaire, Shielded, Partially: Luminaires that are constructed so that no more than ten percent (10%) of the light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

Manufacturing, Heavy: The assembly, fabrication or processing of large or bulky goods and materials which typically require extensive building areas or land areas using raw materials or previously prepared materials, using processes and that may have impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare, or health and safety hazards.

Manufacturing, Light: The assembly, fabrication or processing of goods and materials using processes that are not offensive or create any odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts to adjacent property, nor create any health and safety hazards by way of materials, process, product or waste, and where all assembly, storage, fabrication or processing is conducted within a building or structure and where all, equipment, compressors, generators and other ancillary equipment is located within a building or structure.

Medical Clinic: An organization of doctors, dentists, or other health care professional providing physical or mental health service and medical or surgical care of the sick or injured but which does not include in-patient or overnight accommodations.

Medical Laboratory: An establishment that conducts basic medical or dental research and analysis. This term does not include a facility providing any type of in-house patient services typically provided by hospitals and clinics.

Mixed Use: The location and arrangement of a combination of compatible residential and nonresidential uses on the same lot or within the same building, and complying with the requirements of this Ordinance.

Model Home: A dwelling unit having all of the following characteristics:

1. The dwelling unit is constructed upon a lot in a subdivision for which a Final Plat has been recorded.

2. The dwelling unit is intended to be temporarily utilized as an example of the dwelling units that are proposed to be built in the same subdivision.

Moderate Income Housing: Housing occupied or reserved for occupancy by households with a gross household income equal to or less than eighty percent (80%) of the median gross income for households of the same size in Utah County.

Moderate Income Housing Plan: A written document conforming to the requirements of LUDMA.

Monument: A permanent survey marker established by the Utah County Surveyor and/or a survey marker set in accordance with the City Engineer's specifications and referenced to Utah County survey monuments.

Motel: A building or group of buildings containing guest rooms, some or all of which have a separate entrance leading directly from the outside of the building with a garage or parking space located on the same lot and designed, used or intended wholly or in part for the overnight accommodations of guests and their vehicles.

Motor Home: A unit primarily designed as a temporary dwelling for recreational and vacation use, which is either self-propelled or is mounted on or pulled by another vehicle, including, but not limited to, a travel trailer, a camping trailer, a truck camper, a motor home, a fifth wheel trailer, and a caravan.

Motor Vehicle Fueling Station: A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

Municipality: The City of Vineyard, Utah, or other incorporated area.

Museum: An institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.

Natural Features: ~~Non-man-made~~ Non-man-made land characteristics, including but not limited to ~~to slopes~~ slopes, wetlands, streams, rock ~~outcropping~~, outcropping, lava fields, intermittent drainage channels, and vegetation.

Natural State: Land that has not been subjected to grading, removal of vegetation or any development activity.

Natural Vegetation: Vegetation existing on a lot or parcel prior to any grading, development activity or man-made plantings.

Natural Waterways: Those areas, varying in width, along the course of a permanent or intermittent river, stream, creek, or gully.

1 **Nominal Fee:** A fee that reasonably reimburses the city only for time spent and expenses
2 incurred in:

- 3
- 4 1. Verifying that building plans are identical plans; and
- 5 2. Reviewing and approving those minor aspects of identical plans that differ from the
- 6 previously reviewed and approved building plans.
- 7

8 **Noncombustible Material:** Any material that will not ignite at or below a temperature of one
9 thousand two hundred degrees Fahrenheit (1,200°F) during an exposure of five (5) minutes,
10 and will not continue to burn or glow at that temperature.

11
12 **Noncomplying Structure:** A structure that:

- 13
- 14 1. Legally existed before its current land use designation; and
- 15 2. Because of one or more subsequent land use Ordinance changes, does not conform to
- 16 the setback, height restrictions, or other regulations, excluding those regulations, which
- 17 govern the use of land.
- 18

19 **Nonconforming Use:** A use of land that:

- 20
- 21 1. Legally existed before its current land use designation;
- 22 2. Has been maintained continuously since the time the land use Ordinance governing the
- 23 land changed; and
- 24 3. Because of one or more subsequent Land Use Ordinance changes, does not conform to
- 25 the regulations that now govern the use of the land.
- 26

27 **Nonresidential Uses:** Means the uses identified in the Tables of Uses – Nonresidential Zoning
28 Districts.

29
30 **Nonresidential Zoning District/Nonresidential Zones:** Means the Commercial Districts and
31 Industrial Districts.

32
33 **Nursing Care Facility:** A healthcare facility, other than a hospital, constructed, licensed and
34 operated to provide patient living accommodations, twenty-four (24) hour staff availability, and
35 at least two (2) of the following patient services:

- 36 a. a selection of patient care services, under the direction and supervision of a registered
- 37 nurse, ranging from continuous medical, skilled nursing, psychological or other
- 38 professional therapies to intermittent health related or paraprofessional personal care
- 39 services;
- 40 b. a structured, supportive social living environment based on a professionally designed
- 41 and supervised treatment plan, oriented to the individual's habilitation or rehabilitation
- 42 needs; or
- 43 c. a supervised living environment that provides support, training or assistance with
- 44 individual activities of daily living.
- 45

1 **Nursing Home, Convalescent Care Center:** A facility that provides 24-hour residential care
2 to persons who are not related by blood, marriage, or adoption to the owner, operator, or
3 manager of the facility. A Nursing Home or Convalescent Care Center provides some level of
4 skilled nursing or medical service to the residents.

5
6 **Office:** A type of business use where a building, room, or other space and where executive,
7 management, administrative or professional services are provided, except medical services, and
8 excluding the sale of merchandise, except as incidental to a principal use. Typical uses include
9 real estate brokers, insurance agencies, investment firms, employment agencies, travel
10 agencies, advertising agencies, secretarial services, data processing, professional or consulting
11 services in the fields of law, architecture, design, engineering, accounting and similar
12 professions; interior decorating consulting services; and business offices of private companies,
13 utility companies, trade associations, unions and nonprofit organizations.

14
15 **Official Map:** A map adopted by the Council and recorded in the Utah County Recorder's
16 Office that:

- 17
- 18 1. Shows actual and proposed rights-of-way, centerline alignments, and setbacks for
- 19 highways and other transportation facilities;
- 20 2. Provides a basis for restricting development in designated rights-of-way or between
- 21 designated setbacks to allow the government authorities time to purchase or otherwise
- 22 reserve the land; and
- 23 3. Has been adopted as an element of the City of Vineyard General Plan.
- 24

25 **Official Zoning Map/Zoning Districts Map:** The map adopted by the Council showing the
26 geographic location of Zoning Districts.

27
28 **Off-Street:** Entirely outside of any city right-of-way, street, access easement, or any private
29 access drives.

30
31 **Open Space:** Land areas that are not occupied by buildings, structures, parking areas, streets,
32 or roads. Open space may be devoted to landscaping, preservation of natural features, and
33 recreational areas and facilities.

34
35 **Outdoor Display of Products or Merchandise:** The storage of goods or product in an open,
36 unenclosed area, including but not limited to, automotive, truck, recreational vehicle, trailer,
37 and manufactured home sales lots, repair yards, open storage areas, and all similar outside
38 display and storage areas of goods, materials, equipment, and vehicles.

39
40 **Overlay District:** A Zoning District, with its accompanying requirements, that is applied to an
41 area that may place additional development standards on a Zoning District. Development in an
42 overlay District must conform to the base District as well as the overlay Zoning requirements.

43
44 **Owner:** Any person who alone, jointly or severally with others, has a legal or equitable title to
45 property.

1 **Parcel of Land:** An area of land, with a separate property identification number, as provided
2 by the Office of the Utah County Recorder.

3
4 **Park:** A playground, or other area or open space providing opportunities for active or passive
5 recreational or leisure activities.

6
7 **Park and Ride Facility:** A parking area and transit facility, the purpose of which is to allow
8 the parking of motor vehicles with a connection to mass transit service.

9
10 **Park Strip:** The area located between the edge of asphalt or curb and the sidewalk, trail, or
11 property line.

12
13 **Parking Area/Parking Lot:** An enclosed or unenclosed area, other than a street, and used or
14 designed for the parking of four (4) or more vehicles.

15
16 **Parking Space:** An enclosed or unenclosed area used for parking or storage of one (1)
17 automobile.

18
19 **Pawnshop:** Any person or establishment engaged in any of the following:

- 20 a. Lending money on deposit of personal property;
21 b. Dealing in the purchase, exchange, or possession of personal property on condition of
22 selling the same back again to the pledger or depositor;
23 c. Lending or advancing of money on personal property by taking chattel mortgage
24 security thereon and taking or receiving possession of such personal property; or
25 d. Selling unredeemed pledged personal property together with such new merchandise
26 as will facilitate the sale of such property

27
28 **Permitted Use:** For the purposes of this Ordinance shall include P-1 and P-2 Uses.

29
30 **Personal Care Service:** An establishment primarily engaged in the provision of frequently or
31 recurrently needed services of a personal nature. Typical uses include beauty and barbershops,
32 custom tailoring and seamstress shops, electrolysis studios, portrait studios, shoe repair shops,
33 tailors, tanning and nail salons, and weight loss centers. The term excludes "Tattoo
34 Establishment."

35
36 **Person:** An individual, corporation, partnership, organization, association, trust, governmental
37 agency, or any other legal entity.

38
39 **Pervious Material or Surface:** Material that is penetrable by water.

40
41 **Planning Commission:** The Planning Commission of the City of Vineyard, Utah.

42
43 **Plat:** A map or other graphical representation of lands being laid out and prepared in
44 accordance with LUDMA.

1 **Plat, Final:** A drawing prepared in accordance with the Land Use Ordinances showing the
2 final design of a land division and complying with all standards and requirements of best
3 surveying practice and in a form required by the Utah County Recorder's Office for
4 recordation.

5
6 **Plat, Preliminary:** A drawing prepared in accordance with the Land Use Ordinances showing
7 the design of a proposed land division.

8
9 **Power Plant:** An electrical energy generating facility with generating capacity of more than 50
10 megawatts and any appurtenant and associated facilities.

11
12 **Primary Building:** The principal building located on a lot, parcel, or tract of land and designed
13 or used to accommodate the primary use.

14
15 **Primary Use:** The principal purpose for which a lot, parcel, tract, or building is designed,
16 arranged or intended, or for which it is occupied or maintained.

17
18 **Private Club:** Any nonprofit corporation operating as a social club, recreational, fraternal or
19 athletic association, or kindred association organized primarily for the benefit of its
20 stockholders or members. A Private Club that serves liquor shall maintain compliance with all
21 applicable state laws.

22
23 **Private Drive:** A non-dedicated thoroughfare used exclusively for private access to a lot,
24 parcel, or tract of land.

25
26 **Property:** Any lot, parcel, or tract of land, including improvements thereon, and recorded as
27 real property in the Office of the Utah County Recorder.

28
29 **Property Line:** The boundary line of a lot, parcel, or tract.

30
31 **Public:** That which is under the ownership or control of the United States Government, Utah
32 State or any subdivision thereof, Utah County, or the City of Vineyard (or any departments or
33 agencies thereof).

34
35 **Public Use:** A use operated exclusively by a public body or quasi-public body, such use having
36 the purpose of serving the public health, safety, or general welfare, and including streets, parks,
37 recreational facilities, administrative and service facilities, and public utilities, and found to
38 conform to the General Plan, as adopted. Public Uses and Utilities do not include "Major
39 Facility of a Public Utility," as defined herein.

40
41 **Public Hearing:** A hearing at which citizens of the City and members of the public are
42 provided a reasonable opportunity to comment on the subject of the hearing.

43
44 **Public Improvement:** Any street dedications, installations of curb, gutter, sidewalk, road base
45 and asphalt, water, sewer, and storm drainage facilities, or other utility or service required to
46 provide services to a lot, parcel, building, or structure.

Public Meeting: A meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings.

Qualified Professional: A professionally trained person with the requisite academic degree, experience, and professional certification or License in the field or fields relating to the matter being studied or analyzed.

Quasi-Public Use: A use operated by a private nonprofit educational, religious, recreational, charitable, or philanthropic institution, serving the public.

Reasonable Accommodation: A change in a rule, policy, practice, or service necessary to afford a person equal opportunity to use and enjoy a dwelling. As used in this definition “Reasonable” means a requested accommodation will not undermine the legitimate purposes of existing Zoning regulations notwithstanding the benefit that the accommodation would provide to a person with a disability, “Necessary” means the Applicant must show that, but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy housing of their choice, “Equal Opportunity” means achieving equal results as between a person with a disability and a non-disabled person.

Record of Survey Map: A map of a survey of land prepared in accordance with the laws of the State of Utah.

Reception Hall, Reception Center: A facility for the holding of events including but not limited to weddings, wedding receptions, community meetings, and group gatherings.

Recreational and Manufactured Home Standard: A standard adopted by the American National Standards Institute or the national fire protection association for recreational vehicles, and for mobile homes manufactured prior to June 15, 1976. For manufactured homes built after June 16, 1976, "standard" means the standard adopted pursuant to the National Manufactured Housing Construction and Safety Standards Act, 1974, as amended.

Recreational Vehicle: A vehicular unit primarily designed for recreational and vacation use, which is either ~~self-propelled~~[self-propelled](#) or is mounted on or pulled by another vehicle, including but not limited to a travel trailer, a camping trailer, a truck camper, a motor home, boat, a fifth-wheel trailer and a caravan.

Recycling Collection Center: A use, often accessory in nature, providing designated containers for the collection, sorting and temporary storage of recoverable resources (such as paper, glass, metal and plastic products) to be transferred to a recycling processing facility. Recycling Collection Centers involve no more than 3 collection containers up to 40 cubic yards in total size. The operator of the collection center shall keep the collection center in proper repair and the exterior must have a neat and clean appearance.

Recycling Processing Facility: A facility where recyclable and organic materials are collected, stored and processed. Processing includes but is not limited to baling, briquetting, compacting,

1 flattening, crushing, mechanical sorting, shredding, and cleaning. Recycling Processing Facility
2 does not include Salvage Yard

3
4 **Residence:** A dwelling unit or other place where an individual or family is living at a given
5 point in time and not a place of temporary sojourn or transient visit.

6
7 **Residence for Persons with a Disability that are Substance Abuse Facilities located within**
8 **500 feet of a School:** A residence in which more than one (1) person with a disability resides;
9 and is Licensed or certified by the Department of Human Services under Title 62A, Chapter 2,
10 Licensure of Programs and Facilities; or is Licensed or certified by the Department of Health
11 under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act. See definition of
12 Disability.

13
14 **Residential Activity:** Any building, structure, or portion thereof that is designed for or used for
15 residential purposes and any activity involving the use of occupancy of a lot or structure for
16 residential purposes.

17
18 **Residential Facility for Elderly Persons:** A single-family or multiple-family dwelling unit
19 that meets the requirements of LUDMA.

20
21 **Residential Facility for Persons with a Disability:**

22 A residence in which more than one (1) person with a disability resides; and is Licensed or
23 certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of
24 Programs and Facilities; or is Licensed or certified by the Department of Health under Title 26,
25 Chapter 21, Health Care Facility Licensing and Inspection Act. See definition of Disability.

26
27 **Residential Lease, Short Term:** The use, occupancy, rent or lease, for direct or indirect
28 compensation, of a structure or any portion thereof constructed for single family or multifamily
29 occupancy or of any other residential property for an effective term of thirty (30) days or less.

30
31 **Residential Uses:** Means the uses identified in the Zoning District Use Matrix under the
32 Residential category.

33
34 **Restaurant:** A building or facility for the preparation and retail sale of food and beverages.

35
36 **Retail Sales and Services:**

37 Establishments engaged in the retail sale of goods and services, except those uses as otherwise
38 clearly defined herein.

39
40 **Retail Sales and Services (Community Commercial):**

41 Establishments engaged in the retail sale of goods and services. Community Commercial Retail
42 Sales and Service businesses must conduct all sales of goods and services, with all associated
43 storage of goods and materials, within a totally enclosed building (with the exception of
44 occasional outdoor "sidewalk" promotions), with no separate individual building to exceed
45 3,000 square feet in total gross building and the total gross floor area of all buildings, on any
46 separate, individual lot, does not exceed more than 6,000 square feet of gross building area.

Community Commercial Retail Sales and Services specifically excludes all sales, accessory uses, and service uses that typically display goods or services, or store goods or product in open, unenclosed areas, including but not limited to, automotive, truck, recreational vehicle, trailer, and manufactured home sales lots, repair yards, open storage areas, and all similar outside display and storage areas of goods, materials, equipment, and vehicles.

Retail Sales and Services (Regional):

A commercial retail business that occupies more than 80,000 square feet of floor space, is a car or motor vehicle dealer, is a retail shopping facility (shopping center) that has at least one (1) anchor tenants if the total floor area of all tenants is more than 150,000 square feet, or is a grocery store of more than 30,000 square feet.

Revocation: A action by a Land Use Authority that has the effect to terminate any Approval, Permit, or License required by the city’s Land Use Ordinances, including this Ordinance.

Right-of-Way: Any area provided for conveying vehicle and pedestrian traffic.

Roof Line: The highest point on any building or structure.

Salvage Yard: The use of any lot, portion of a lot, or land for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery and/or the storage and sale of dismantled or damaged vehicles or their parts.

Sanitary Sewer Authority: The department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.

Seasonal Use: A Seasonal Use shall not exceed ninety (90) days. Such uses include fireworks stands, fruit or vegetable stands, beverage or snow cone vendors, and Christmas tree lots.

Self-Service Storage: An enclosed commercial storage facility providing independent, fully enclosed bays, which are leased to persons exclusively for storage of their household goods or personal property.

Self-Storage, Mixed Use: A single building containing more than the primary land use of self-storage, or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas. A mixed-use self-storage facility is intended to be used for a mix of uses between the primary use of a private noncommercial, non-industrial storage facility and general, professional office, medical or dental offices, retail or residential dwelling units’ uses.

Sexual Oriented Business: A business which depicts, portrays, or describes “specified sexual activities” or “specified anatomical areas,” or instruments, devices, or paraphernalia which are designated or used in connection with specified sexual activities, including but not limited to adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude or seminude model studio.

Sign: A presentation or representation of words, letters, figures, designs, picture or colors, publicly displayed so as to give notice relative to a person, business, article or merchandise, service, assemblage, solicitation, or a request for aid; ~~also~~also, the structure or framework or a natural object on which any sign is erected or is intended to be erected or exhibited or which is being used or is intended to be used for sign purposes.

Sign, Illegal: Any sign which does not conform to the requirements of this Ordinance and was constructed or installed without the necessary Approvals, Permits, or Licenses required by this Ordinance, or prior enactments.

Sign, Legal: A sign that conforms to the requirements of this Ordinance and has received all necessary Approvals, Permits, or Licenses, as required by this Ordinance, or prior enactments.

Sign, Noncomplying: A sign or sign structure of portion thereof lawfully existing at the time this Ordinance became effective, but which does not conform to all applicable requirements now provided by this Ordinance.

Sign, Non-maintained: A sign which, due to lack of repair, cleaning, painting, oiling, or changing of light bulbs has become deteriorated, hazardous, or non-functional.

Sign, Off-Premise: Any sign, including a billboard or general outdoor advertising device, that advertises or directs attention to a business, commodity, service, activity, or matter conducted, sold, or offered at a location other than on the lot, parcel, or tract upon which such sign is located.

Sign, On-Premise: A sign that directs attention to a business, commodity, product, use, service or other activity that is sold, offered or conducted on the lot, parcel, or tract upon which such sign is located.

Site Plan: A schematic, scaled drawing of a lot, parcel, or tract which indicates, as may be required by this Ordinance, including but not limited to the placement and location of buildings, setbacks, yards, property lines, adjacent parcels, utilities, topography, waterways, irrigation, drainage, landscaping, parking areas, driveways, trash containers, streets, sidewalks, curbs, gutters, signs, lighting, fences and other features of existing or proposed use, activity, building or structure.

Slope: The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance, of the land into the vertical rise, or distance, of the same land and converting the resulting figure in a percentage value.

Special District: An entity established under the authority of Title 17A, Special Districts, Utah Code Annotated, 1953, as amended.

Specified Public Utility: Means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1, Utah Code Annotated, 1953, as amended

Start of Construction: The issuance date of a Building Permit if construction, repair, reconstruction, placement, or other improvement begins within one hundred eighty (180) days of the Permit date. "Begins" means the date of the commencement of the first development activity on the site.

Story: The space within a building, included between the surface of any floor and the surface of the ceiling next above.

Street: A public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, tunnel, bridge, public easement, or other way.

Structural Alterations: Any change in supporting members of a building, such as bearing walls, columns, beams, or girders.

Structure: Anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

Subdivision: Means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions, and as further defined by LUDMA.

Subdivision Application: The Applications required by the City of Vineyard Subdivision Ordinance and required to initiate the review procedures for any required subdivision approval.

Substantial Action: Action taken in good faith to diligently pursue any matter necessary to obtain approval of an Application filed pursuant to the provisions of this Ordinance or to exercise development rights authorized pursuant to such an approval.

Swimming Pool: An artificial body of water having a depth in excess of eighteen inches, designed, constructed and used for swimming, dipping or immersion purposes by men, women or children, and located on a same lot or parcel as a dwelling, or dwellings.

Temporary Use: A use or event established for a maximum period of sixty (60) days, such use or event being discontinued after the expiration of sixty (60) days.

Tennis Court/Sports Court: An improved area used for the playing of tennis or other sports activities, including, but not limited to, basketball and volleyball, and located on a same lot or parcel as a dwelling, or dwellings.

Trailer/RV Camping Facilities: Any area or tract of land used or designed to accommodate two (2) or more travel trailers, recreational vehicles, motor homes or camping parties.

Travel Trailer: A vehicular, portable unit, mounted on wheels, not requiring special highway movement permits when drawn by a motorized vehicle:

1. Designed for travel, recreational and vacation use; and
2. When factory equipped for the road, having a body width of not more than eight feet (8') and a body length of not more than forty feet (40').

Unincorporated: Means the area of Utah County, Utah and located outside of the incorporated area of the City of Vineyard, or another municipality.

Use: The specific purpose for which land or a building is designed, arranged, intended, or for which it is or may be occupied or maintained.

USGS: The United States Geological Survey.

Utilities: Include, but are not limited to, natural gas, electric power, cable television, telephone, telecommunication services, storm system, sewer system, irrigation facilities, culinary water, street lights and other services deemed to be of a public-utility nature by the city.

Utility Easement: The area designated for access to construct or maintain utilities on a lot, parcel, or tract of land.

Utility, Public Major Facility: Any overhead or underground electric transmission lines (greater than 115,000 volts), substations of electric utilities; gas regulator stations, transmission and gathering pipelines and storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities, water treatment plant, sewage treatment plant, or similar public or quasi-public use or activity.

Utility, Public Minor Facility: Any water, sewer power, gas, telephone, cable television, or other utility, distribution line, or facility, which is located underground and buried beneath the surface of the ground.

Variance: A modification granted by the Board of Adjustment to a development standard with a finding of hardship.

Vehicle: A Licensed automobile, truck, trailer, boat or other device in which a person or thing is or can be transported from one (1) place to another.

Vehicle and Equipment Repair (Major): An establishment primarily engaged in the major repair or painting of motor vehicles or heavy equipment, including auto body repairs, installation of major accessories and transmission and engine rebuilding services. Typical uses include major automobile repair garages, farm equipment repair, paint, and body shops.

Vehicle and Equipment Repair (Minor): An establishment providing motor vehicle repair or maintenance services and conducted entirely within completely enclosed buildings, but not

1 including paint and body shops or other activities associated with Vehicle and Equipment
2 Repair (Major). Typical uses include businesses engaged in the following activities: electronic
3 tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter
4 repairs, tire repairs, frontend alignments, battery recharging, lubrication, and sales, repair and
5 installation of minor parts and accessories such as tires, batteries, windshield wipers, hoses,
6 windows, etc. Vehicle and Equipment Repair (Minor) may include the retail sale of fuels,
7 lubricants and other supplies for motor vehicles.

8
9 **Vehicle and Equipment Sale and Rental:** A facility providing for the sale, lease, or rental of
10 new or used vehicles, including automobiles, trucks, motorcycles, recreational vehicles, or
11 boats. The cleaning and routine maintenance of motor vehicles is allowed as an accessory use.

12
13 **Violated or Violating:** There exists reasonable cause to believe that an Ordinance, Code,
14 Statute, or Law has been, or is being broken.

15
16 **Warehouse Club:** A retail business requiring patron membership, and selling packaged and
17 bulk foods and general merchandise characterized by high volume and a restricted line of
18 popular merchandise in a ~~no-frills~~no-frills environment. Examples include, but are not limited
19 to Wholesale Club, Costco, and Sam's Club.

20
21 **Wholesale Distribution:** A business that maintains an inventory of materials, supplies and
22 goods related to one or more industries and sells bulk quantities of such materials, supplies and
23 goods from its inventory to retail companies within the industry and which may include the
24 parking and storage of distribution vehicles, and accessory activities.

25
26 **Wireless Telecommunication Facility:** A facility used for the transmission or reception of
27 electromagnetic or electro-optic information, including wireless telecommunications facilities
28 such as "cellular" or "PCS" (Personal Communications Systems) – communication and paging
29 systems. This use is not required to be located on a separate lot or to comply with the minimum
30 lot size requirement for the District in which it is located but is required to meet the design and
31 locational requirements, as established for such uses, as provided by this Ordinance.
32 Telecommunications Site/Facility does not include radio antennas complying with the ruling of
33 the Federal Communications Commission in "Amateur Radio Preemption, 101 FCC 2nd 952
34 (1985)" or a regulation related to amateur radio service adopted under 47 C.F.R. Part 97.

35
36 **Yard:** An open space on a lot, parcel or tract of land, unoccupied and unobstructed from the
37 ground upward by buildings, except as otherwise provided herein.

38
39 **Yard, Front:** An open space on the same lot with a building between the front line of the
40 building and the front lot line and extending across the full width of the lot. The "depth" of the
41 front yard is the minimum distance between the front lot line and the front line of the building.

42
43 **Yard, Rear:** An open, unoccupied space on the same lot as a building, between the rear line of
44 the building and the rear lot line and extending the full width of the lot except, on corner lots,
45 the rear yard shall not include the side yard bordering the street.

1 **Yard, Side:** An open, unoccupied space on the same lot as a building, between the rear line of
2 the building and the front line of the building and extending from the side line of the building to
3 the side lot line; except, on corner lots, the side yard bordering the street shall extend to the rear
4 from the front line of the building to the rear lot line, the same distance as is required for side
5 yard setbacks on corner lots in each zone.

6
7 **Zoning District:** An area of the city that has been given a designation which regulates the
8 construction, reconstruction, alteration, repair, or use of buildings or structures, or the use of
9 land as set forth in this Ordinance.

10
11 **Zoning Districts Map:** The map, adopted as part of a Land Use Ordinance, including this
12 Ordinance that depicts and identifies the geographic location of the Zoning Districts provided
13 by this Ordinance.

14
15 **Zoning Ordinance:** This Ordinance, and any amendments thereto as may be amended from
16 time to time. This Ordinance is determined and identified to be a Land Use Ordinance of the
17 City of Vineyard, Utah.



VINEYARD CITY COUNCIL STAFF REPORT

Date: 09/13/2017

Agenda Item: 12.3 Town Center Roadway Design and Layout

From: Don Overson P.E.

Department: Public Works / Engineering

Subject: Discussion and approval for Changes to the layout of the Town Center Roadway

Background/Discussion:

Design goals that were incorporated from the statement in the Vineyard Town Center Form-based Code

Vineyard Town Center Purpose, Vision and Intent

The Districts are composed of blocks in a network making it easy for pedestrians, bikers and automobiles to move through the City.

Transit access and pedestrian accommodations such as spacious sidewalks will minimize the need for cars. Street corner setbacks and the Lake Promenade will reveal views from the mountains to the Lake.

Design Factors

Traffic flow and volume

- Train Station traffic
- Traffic from Population Density
- Limited access to the area

Parking

- Good access
- Sufficient parking for the use
- Plan for future expansion

Walkability

- Connection to the train platform
- Minimize conflicts between walking and car traffic

During the design process in the layout of the Main Street extension and the layout of the Train Station, we learned that the approved layout of the Town Center area in the above-mentioned study will encourage traffic congestion at the Main Street / Vineyard Connector intersection.



VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

There should not be a Fiscal Impact to the changes proposed for this agenda item.

Recommendation:

Staff recommends that the Council approve the changes shown in Exhibit B.

Alternatives:

Continue with design using Exhibit A

Attachments:

District Map

Exhibit A

Exhibit B

VINEYARD CITY COUNCIL STAFF REPORT

District Map

2.0 Districts

2.7 District Map

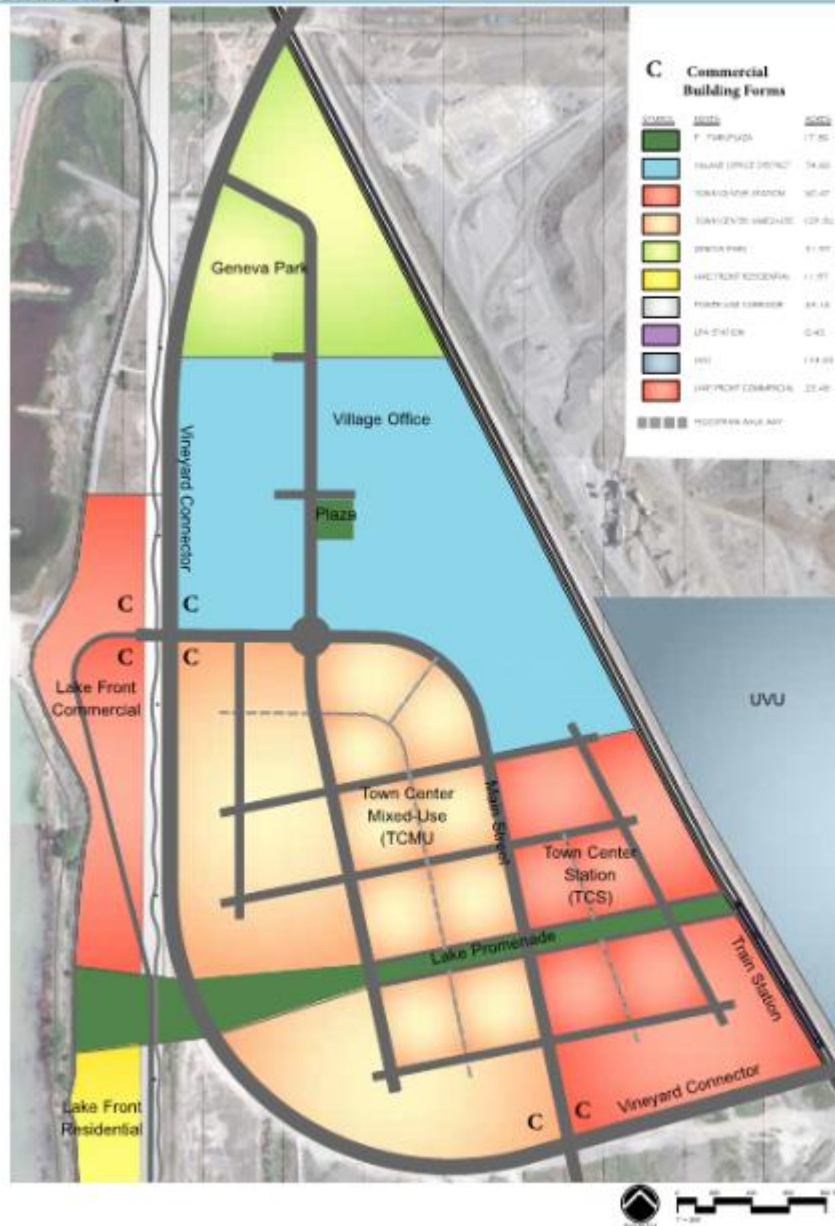


Figure 2.0(1). Map of the Vineyard Town Center.

VINEYARD CITY COUNCIL STAFF REPORT

Exhibit A



VINEYARD CITY COUNCIL STAFF REPORT

Exhibit B

