



VINEYARD PLANNING COMMISSION MEETING

Site Visit: ~ 734 E Mill Road, Vineyard Utah @5:30 PM

Public Hearing and Regular Meeting: Vineyard Town Hall, 240 East Gammon Road, 6 PM

Wednesday, April 18, 2018

PUBLIC NOTICE is hereby given that the Planning Commission of Vineyard, Utah, will hold a site visit, public hearing and regular planning commission meeting, on Wednesday, April 18, 2018. The site visit will begin at 5:30 p.m. at the address noted above. The public hearing and regular meeting will begin at 6:00 p.m. or shortly thereafter. The agenda will consist of the following:

1. CALL TO ORDER

2. INVOCATION/INSPIRATIONAL THOUGHTS/PLEDGE OF ALLEGIANCE

3. OPEN SESSION

“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 (3) minutes. Because of the need for proper public notice, immediate action cannot be taken in the Planning Commission Meeting. If action is necessary, the item will be listed on a following agenda. However, the Planning Commission may elect to discuss the item if it is an immediate matter of concern.

4. MINUTES REVIEW AND APPROVAL

There are no minutes for review.

5. BUSINESS ITEMS:

5.1 Site Visit, Public Hearing, and Consideration – Starbucks Conditional Use Permit and Site Plan Application.

The planning commission will consider a site plan application and conditional use application from Starbucks. The conditional use is for a drive-thru facility located between the front façade of the building and the front property line. The property is located to the west of the Maverik and is within the RMU zoning district.

6. WORK SESSION:

6.1 Home Occupation Ordinance

6.2 Signage Ordinance

7. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

8. STAFF REPORTS

- Morgan Brim, Planning Director
- Don Overson, Town Engineer

9. ADJOURNMENT

The next regularly scheduled meeting is May 2, 2018.

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

The Public is invited to participate in all Planning Commission meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this public meeting should notify Elizabeth Hart, Planner, at least 24 hours prior to the meeting by calling (801) 226-1929.

The foregoing notice and agenda was emailed to the Salt Lake Tribune and Daily Herald, posted on the Utah Public Notice Website and Vineyard Website, posted at the Vineyard City Offices and City Hall, delivered electronically to city staff and each member of the planning commission.

AGENDA NOTICING COMPLETED ON: April 13, 2018

NOTICED BY: /s/ Elizabeth Hart

Elizabeth Hart, Planner



Community Development

Date: April 18, 2018
From: Elizabeth Hart, planner
To: Planning Commission
Item: Starbucks Conditional Use and Site Plan Application
Address: ~734 E Mill Road, Vineyard Utah 84058
Applicant: Eric Malmberg - Anderson Wahlen & Associates
Owner: America First Federal Credit Union



INTRODUCTION:

The Starbucks project is located on a half (.5) acre lot west of the Maverik and north of the Alloy Apartments, along the south side of Mill Road. This proposal is a request for a conditional use and site plan approval. The applicant is proposing a single-story building, approximately 2,200 square feet, of restaurant space and a drive-thru facility. The drive-thru facility requires a conditional use approval because the proposed drive-thru aisle is located between the building's front façade and the front property line. The subject property is located within the RMU district.

ANALYSIS:

VZC 15.30 Conditional Uses			
Compliance	CATEG	Standard	Comments
☒ Yes ☐ No ☐ N/A	Part 070.1 Approval Standards for	The proposed use is an allowed conditional use within the zoning district	The proposed use is permitted in the RMU district and through the provision of a conditional use permit, a drive aisle may be

	a Conditional Use Application		located between the building's front façade and front property line in compliance with the following standards. An analysis of the conditional use standards for the drive-thru facility is provided in this section of the analysis.
☒ Yes ☐ No ☐ N/A	Part 070.2	The proposed conditional use and the accompanying site plan complies with all requirements of the zoning district, as applicable, including minimum area, front, rear and side-yard setbacks, building and structure height, and all other requirement applicable in the zoning district	The analysis for the site plan is provided below.
☒ Yes ☐ No ☐ N/A	Part 070.3	Complies with all site plan requirements	The analysis for the site plan requirements is provided below.
☒ Yes ☐ No ☐ N/A	Part 070.4	Complies with all applicable dedication requirements of the town and provides the necessary infrastructure, as required	A reciprocal access easement agreement was recorded with the county on February 23, 2015. Please see the attached documents for reference.
☒ Yes ☐ No ☐ N/A	Part 070.5	The proposed conditional use meets and will be conducted in compliance with the requirements of this ordinance, all other applicable land use ordinances, and all applicable federal, state, or local requirements.	
VZC 15.34.190.12 Drive Thru Aisles in Front of Buildings			
☒ Yes ☐ No ☐ N/A	Part 12.a. Drive Aisles in Front of Buildings	The drive aisle shall not contain parking	
☒ Yes ☐ No ☐ N/A	Part 12.b. Drive Aisles in Front of Buildings	The drive aisle shall not exceed a width of more than fourteen feet (14')	The drive- aisle at its maximum is 14 feet in width.
☒ Yes ☐ No ☐ N/A	Part 12.c. Drive Aisles in Front of Buildings	The drive aisle shall be screened from view of the street by a landscape berm, decorative wall, vertical landscaping, or combination thereof at least three (3') feet high, as measure from the top of back of curb adjacent to the drive aisle to be	There is a 1-foot high berm with landscaping on top that screens the drive-thru aisle from the abutting street right of way. In front of the berm there are 3 trees

		screen. All walls or berms shall be installed a minimum of two feet and six inches (2'-6") back from the edge of the drive aisle	adjacent to the sidewalk. There is a detail shown on the landscaping plan.
☒ Yes ☐ No ☐ N/A	Part 12.d. Drive Aisles in Front of Buildings	No menu boards or related drive-thru infrastructure, except the drive aisle, are permitted within the area located between the front façade of the building and front property line.	The proposed menu boards are located on the west side of the building, the screens are proposed to be facing west and not toward the street.
☒ Yes ☐ No ☐ N/A	Part 12.e. Drive Aisles in Front of Buildings	Any walkways crossing the drive aisle shall be clearly marked and constructed with brick, stamped concrete or other appropriate decorative material.	The walkway across the drive aisle is proposed to be coloring concrete paving, the proposed color is "Tile Red"

VZC 15.34.190 Drive-Thru Facilities			
Compliance	CATEG	Standard	Comments
☒ Yes ☐ No ☐ N/A	Part 04.a Drive-thru Aisles	Drive-thru aisles shall have a minimum twelve-foot (12') width.	The width is 14 feet at the entrance and 13 feet near the drive-thru window.
☒ Yes ☐ No ☐ N/A	Part 04.b Drive-thru Aisles	Drive- up windows and remote tellers shall provide at least one hundred eighty feet (180') of stacking space for each facility, as measured from the service window or unit to the entry point into the drive-up lane.	From the end of the service window to the entrance of the drive thru, the stacking space is 180 feet.
☒ Yes ☐ No ☐ N/A	Part 04.c Drive-thru Aisles	Each drive-thru entrance shall be at least fifty feet (50') from any street access point	From the drive thru entrance to the street access point the distance is 50 feet
☒ Yes ☐ No ☐ N/A	Part 04.d Drive-thru Aisles	Each drive-thru exist shall be at least twenty-five feet (25') from any street access point.	The drive-thru exit is located at the back of the property.
☒ Yes ☐ No ☐ N/A	Part 04.e Drive-thru Aisles	Each entrance to an aisle and the direction of traffic flow shall be clearly designated by signs and pavement markings	The proposed site plan shows traffic direction arrows around the entire site.

☒ Yes ☐ No ☐ N/A	Part 04.f Drive-thru Aisles	Each drive-thru aisle shall be separated from the circulation routes necessary for ingress or egress from the property, or access to a parking space.	The drive thru aisle is separated from the circulation routes by the building.
☒ Yes ☐ No ☐ N/A	Part 04.i Drive-thru Aisles	Buildings with a drive-thru shall contain a building entrance on the building side facing the front yard.	There is an entrance on the front façade of the building.
☒ Yes ☐ No ☐ N/A	Part 04.j Drive-thru Aisles	Buildings may contain exterior dining areas, gathering spaces and landscaping between the building's street facing façade and the sidewalk.	There are dining areas around both entrances to the building.
☒ Yes ☐ No ☐ N/A	Part 04.k Drive-thru Aisles	Drive-thru facilities, including signage support pedestals, screening walls, canopies and other architectural features, shall be designed with similar and compatible materials used throughout the exterior of the building.	
☒ Yes ☐ No ☐ N/A	Part 05.a Building Design	Buildings shall be placed at or near the street frontage of the site.	
☒ Yes ☐ No ☐ N/A	Part 05.c Building Design	Equivalent fenestration shall be utilized for all street facing sides.	The main entry way faces Mill Road, which provides a strong visual. The sides of the building are not as visible to the public right of way and are subtler in visual. The architect of the project has provided a narrative explaining the reasoning behind the design of the building, this letter is attached to this report.
☒ Yes ☐ No ☐ N/A	Part 05.d Building Design	A variety of appropriate building materials shall be utilized within an overall design concept for all building sides and components.	The proposed materials consist of EIFs, Masonry Block Veneer and Composite Wood Veneer. A materials board was provided.
☒ Yes ☐ No ☐ N/A	Part 06.a Landscaping of the Drive- thru Aisle	A five foot (5') wide planter between the drive-thru aisle and the parking area that includes shade trees consistent with those used in the parking area are required.	There is a 5-foot-wide planter between the parking lot that will located on the site to the west of the drive-thru aisle. The parking

			onsite does not conflict with the drive-thru aisle.
☒ Yes ☐ No ☐ N/A	Part 06.c Landscaping of the Drive- thru Aisle	Drive-thru facilities shall provide sufficient landscape screen to ensure vehicle headlights are not visible from the abutting street rights-of-way and surrounding residential properties.	The drive-thru exit faces the rear of the property which abuts to the Alloy Apartments, there is a 6-foot fence and trees along the rear property that provides sufficient screening.
☒ Yes ☐ No ☐ N/A	Part 07 Pedestrian Access and Crossings	Pedestrian access shall be provided from each abutting street to the primary entrance with a continuous four (4') foot-wide sidewalk or delineated walkway. At least one pedestrian walkway shall be provided to the main entrance of the building which does not intersect drive-thru aisles.	There is a 5-foot sidewalk abutting the street that leads to the entrances. Since the drive-thru is located in front of the building there are no options for other pedestrian walkways to not cross the drive-thru aisle.
☒ Yes ☐ No ☐ N/A	Part 08 Hours of Operation	When located on a site within one hundred (100') feet of any residential building, measured from the proposed drive-thru facility to the nearest portion of a residential building, hours of operation for the drive-thru service shall be limited from 7am to 10pm daily.	From the drive-thru exit to the nearest residential building it is 113 feet. The proposed hours of operation are 5:30AM to 10PM daily.

VZC 15.14.2 Regional Mixed-Use District (RMU)			
Compliance	CATEG	Standard	Comments
☒ Yes ☐ No ☐ N/A	Part 06 Use Regulations	Uses are identified in the District Use Table	Drive-thru facility is an allowed use within the RMU. Restaurant is an allowed use within the RMU
☒ Yes ☐ No ☐ N/A	Part 08.5.a Building Height	The maximum allowable building height shall be fifty-two (52) feet. The maximum number of stories shall be four (4) for non-residential or vertical mixed-use buildings.	Buildings will contain a height of one story, and 21'.
☒ Yes ☐ No ☐ N/A	Part 08.6.a Setbacks	Arterial – 25 feet Collector – 20 feet Local – 15 Feet	The proposed project is situated on Mill Road, considered an Arterial Road, the building is setback ~82' from the street, the drive-thru is ~31' from the street.
☒ Yes ☐ No ☐ N/A	Part 08.10.d	A minimum of ten (10) percent of the site area of the non-residential development shall be set aside for open space. Such areas shall be used for plaza areas, outdoor seating areas. The minimum size of an open space areas shall be 2,000 sq. ft.	Site Area: 23,317 SF Open Space Provided: 5,238 SF (23%)
VZC 15.36 Site Planning and Building Design Requirements			

☒ Yes ☐ No ☐ N/A	Part 03.1 Subdivision and Project Features	All projects shall include project features that add visual interest and attractiveness to the project area and the City. Such features may include project entry features, public art pieces, streetscape designs, pedestrian and biking facilities and trails, consistency in design features, and useable parks and open spaces.	The entry feature adds visual interest and attractiveness to the project. There are bicycle parking facilities located onsite.
☒ Yes ☐ No ☐ N/A	Part 03.1.a.ii.1 Coherent Building Design	All sides of a building may have a visual or other impact and shall be coherently designed and treated. A façade not related to the rest of the building shall be avoided. A consistent level of detail and finish on all sides of a building shall be provided	A narrative regarding the architectural features proposed, the document is attached to this report.
☒ Yes ☐ No ☐ N/A	Part 03.1.a.ii.2 Coherent Building Design	Continuous building wall surfaces shall be relieved with variations of wall planes or overhangs that create shadow areas and add visual interest.	The EIFS walls have recessed portions which provide a change in wall plane and create shadow lines below the projections.
☒ Yes ☐ No ☐ N/A	Part 03.1.a.v. Visual Patterns	All buildings shall have shadow relief created by recesses and projections. Recesses may include courtyards, entryways, or boxed window openings, along the exterior of the building. Projections may include stairs, balconies, entrances, or bays, covered walkways, porches, breezeways, patios, trellises, landscape areas, and wide roof overhangs are encouraged to produce shadow effects. Large unbroken expanses of exterior walls shall be avoided.	The entrance way consists of a covered walkway and outdoor seating area. The roof has overhangs along the entire building and the drive-thru window surface provides trellises.
☒ Yes ☐ No ☐ N/A	Part 03.5. Building Location	All buildings shall have an orientation to the street to encourage a pedestrian relationship. Building placement shall allow interconnected walkways and shared site accesses, as applicable, for increased convenience, accessibility, and enhanced safety for pedestrians.	The site meets the requirements of the drive-thru facility requirements for pedestrian access. The site to the west is proposed to be a credit union. The applicant for Starbucks will also be working on the site. Pedestrian access between both sites will be added once the credit union is ready to submit their site plan.
☒ Yes ☐ No ☐ N/A	Part 03.8.b Building Finishes	High gloss paints, factory finished metals or other materials which increase visual impacts, and aluminum, white or reflective roofs are prohibited. Matte finishes are recommended. Bright, glossy, fluorescent color schemes and mirrored or other highly reflective glass is strongly discouraged.	The applicant has provided a materials board that shows matte finishes.

☒ Yes ☐ No ☐ N/A	Part 03.10 Site Access	The location and number of access points to the site, the interior circulation pattern and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.							
☒ Yes ☐ No ☐ N/A	Part 03.17.c Parking Lot Lighting	Minimum adequate lighting should be provided in all parking areas, with emphasis placed on appropriate lighting at entrances and exists. All parking area lighting shall be integrated with a landscape features. The height of pole-mounted fixtures shall be held to a minimum practical height, but not exceeding twenty (20) feet.							
☒ Yes ☐ No ☐ N/A	Part 18.a Sign Standards	Signs shall be provided as an integral site and building design element and shall be compatible with the style of the building in terms of location, scale, color, and lettering style.	A sign permit will be submitted separately from this application, which staff will verify that it meets this requirement.						
VZC 15.38 Parking and Loading Requirements									
☒ Yes ☐ No ☐ N/A	Part 03.1.d Accessible Parking	Accessible parking for non-residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Utah Americans with Disabilities Act (Utah ADA) and International Building Code (IBC).	One (1) ADA parking stall is proposed along the access route adjacent to the building frontage. The building department will review all ADA standards in the building permit process.						
☒ Yes ☐ No ☐ N/A	Part 03.1.e Parking Stall Dimensions	Minimum parking stall size: <table border="1"> <thead> <tr> <th>Type</th> <th>Width</th> <th>Length*</th> </tr> </thead> <tbody> <tr> <td>Standard</td> <td>9 feet</td> <td>20 feet</td> </tr> </tbody> </table> * The front of the parking space may overhang two (2) feet into a landscape strip or pedestrian walkway, however, any parking spaces protruding over a pedestrian walkway shall maintain at least a four (4) foot wide clearance for pedestrian access (a total of six (6) feet from the curb face to the opposite edge of the walkway).	Type	Width	Length*	Standard	9 feet	20 feet	The parking stalls are 18 feet in length and have a 2-foot overhang and are 9 feet in width.
Type	Width	Length*							
Standard	9 feet	20 feet							
☒ Yes ☐ No ☐ N/A	Part 03.1.n Screening	All off-street parking lots of four (4) or more spaces shall be screened from the street view and adjacent residential districts by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at least three (3) feet high, as measured at finished grade adjacent to the parking area to be screened. All walls or berms shall be installed a minimum of two and one-half (2.5) feet back from the edge of the parking stall.	The proposed parking does not face the street. The adjacent multi-family development is screened by an existing six-foot (6) fence and the applicant is proposing seven (7) trees located along the fence.						
☒ Yes ☐ No	Part 03.1.o.i. Parking Area Landscaping	Five percent (5%) of the gross parking surface area shall be of dispersed interior landscaping, designed so as to reduce the "heat island" effect	There is a single drive aisle and the landscaping is located on the perimeter of the drive aisle.						

☐ N/A		and to enhance the aesthetics of a parking area. A development with a single drive aisle between a building and property boundary may include the required landscaping on the perimeter of the drive aisle toward this requirement.	
☒ Yes ☐ No ☐ N/A	Parking Table	Establishments providing an eating and drinking establishments shall provide one (1) space per one hundred (100) square feet of floor area, including outdoor seating.	Floor area plus outdoor seating is approximately 23,000 SF. Required Parking: 23 Stalls Provided Parking: 23 Stalls
VZC 15.40 Landscaping			
☒ Yes ☐ No ☐ N/A	Part 08.1.b. Minimum Size of Plantings	Unless otherwise specified herein, all required deciduous trees shall be a minimum of two-inch (2") caliper in size. All evergreen trees shall be a minimum of six feet in height. All shrubs shall be a minimum of five gallon in size.	
☒ Yes ☐ No ☐ N/A	Part 08.1.e. Limitation on the use of Turf	Turf shall be limited to 60% of the total landscaped area	Turf is ~ 30% of the total landscaped area.
☒ Yes ☐ No ☐ N/A	Part 08.2.b. Onsite Landscaped Area	For all development within all other zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than twenty percent (20%) of the net site area. Shall also include plazas.	23% of the site is dedicated to landscaped space, including the outdoor seating area.
☒ Yes ☐ No ☐ N/A	Part 08.3.a. Landscaped Buffers	A minimum ten-foot (10') wide landscape buffer shall be required along those property lines of a site development for multi-family residential, commercial, or industrial uses when such property lines are contiguous with any residential development or residential zoning district.	The landscape buffer along the rear property line is ten (10) feet in width.
☒ Yes ☐ No ☐ N/A	Part 08.3.b. Landscaped Buffers	The landscape buffer areas shall be improved with a minimum of one (1) screening tree spaced at each fifteen-foot (15") interval of the property boundary being screened.	There is ~ 112 feet of property adjacent to the residential area. Which requires seven (7) trees, there are seven (7) proposed trees.
☒ Yes ☐ No ☐ N/A	Part 08.6.a Street Frontage	The landscape setback measured from the property line, for non-residential and multi-family uses: Arterial Streets: 25 Feet Collector Streets: 20 Feet Local Streets: 15 Feet	There is 31 feet of landscaped setback between the property line and drive-thru aisle.
☒ Yes ☐ No	Part 08.6.e	The installation of street trees, shrubs and vegetative groundcover shall be required for all applicable projects in an amount equal to or	There is ~60 feet of street frontage, which requires 3 trees and 30 shrubs. The proposed

☐ N/A	Street Frontage	greater than one (1) tree and ten (10) shrubs for every twenty (20) feet of street frontage and vegetative groundcover as required to meet a minimum of sixty-five percent (65%) of the total street frontage landscaped area.	street frontage provides 3 trees and 30 shrubs.
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FINDINGS:

With the proposed conditions, the proposed site plan meets the following findings:

- It meets the goals and objectives of the General Plan
- It is in conformance with the Zoning Ordinance.

RECOMMENDATION:

Staff recommends the Planning Commission approve the conditional use permit and site plan application for Starbucks with the following conditions:

1. The applicant pays any outstanding fees and makes any redline corrections.
2. All signage shall require a separate permit.
3. This conditional use permit shall maintain compliance with the approved site plan, local, state, and federal laws.
4. The applicant is subject to all federal, state and local laws.

PROPOSED MOTION:

"I move to approve the proposed conditional use permit and site plan for Starbucks with the proposed conditions.

Attachments:

Conditional Use Application
Site Plan Application
Project Narrative
Proposed Site Plan Set
Cross Access Agreement
Architectural Design Letter



CONDITIONAL USE PERMIT APPLICATION

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: 3/12/2018

APPLICANT(S): Anderson Wahlen & Associates for Dee Hansen (DRH Company)

ADDRESS OF APPLICANT:
2010 North Redwood Road Salt Lake City, UT 84116

BUSINESS PHONE: 801-521-8529 or 801-410-8500 CELL PHONE: 801-512-7112

EMAIL ADDRESS: ericm@awaeng.com FAX NUMBER: 801-521-9551

CURRENT ZONING DISTRICT DESIGNATION: Regional Mixed Use (RMU)

NUMBER OF PROPOSED NEW LOTS: 1 - Lot

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: Approximately 734 E Mill Road - Vineyard, Utah
All of Lot 2 of the forthcoming Geneva Gateway Plat E

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: Lot 2 = 23,317 SF or 0.535 AC

NAME OF PROPERTY OWNER(S): America First Federal Credit Union

CHECK APPLICABLE PERMIT ATTACHMENT:

☒	CONDITIONAL USE PERMIT	☐	FINAL PLAT
☐	GENERAL MAP/PLAT AMENDMENT	☐	LAND DISTURBANCE PERMIT
☒	MINOR PLAT AMENDMENT	☒	PERMITTED USE SITE PLAN
☐	PRELIMINARY SUBDIVISION	☐	ROAD CUT PERMIT
☐	TEMPORARY USE PERMIT	☐	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

3/12/18

Applicant Signature

Date

Co-Applicant Signature

Date

OFFICE USE ONLY			
DATE RECEIVED		DATE OF APPROVALS	
Initial Submittal	Complete Submittal	Planning Commission	Town Council
Type of Request		Staff Comments:	
PAYMENT INFORMATION			
Amount Due	Date Paid	Amount Paid	Check #

Only fully completed submittals may be accepted in office. If the submittal is incomplete in any way, it must be returned to the applicant.

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
COUNTY OF UTAH}

I (we), Rex Rollo, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

[Signature]

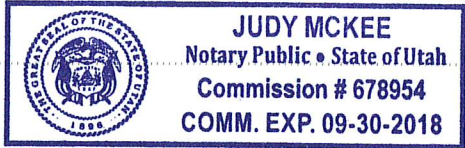
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 12 day of March, 2018.

[Signature]

(Notary)
My commission expires: 9/30/2018



AGENT AUTHORIZATION AFFIDAVIT

I (we), America First Credit Union, the owner(s) of the real property described in the attached application, do authorized as my (our) agent(s), Anderson Wahlen & Associates, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the Town considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]

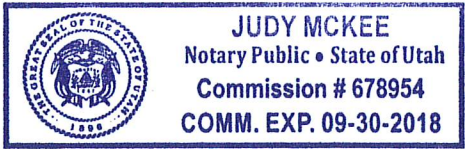
(Property Owner)

(Property Owner)

Dated this 12 day of March, 2018, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

[Signature]

(Notary)
My commission expires: 9/30/2018





240 East Gammon Road
Vineyard, Utah 84058
Phone (801) 226-1929
Community Development Department

SITE PLAN APPLICATION

STAFF USE ONLY

Application Date: ____ / ____ / ____ Application Number: ____ Fee Owed: \$ ____
Received by: ____ Receipt #: ____ Cash/Card/Check#

PROJECT INFORMATION

Name: Starbucks - Vineyard

Address: Approximately 734 E Mill Road - Vineyard, Utah

Acreage/Property Size:
Lot 2 = 23,317 SF or 0.535 AC

APPLICANT INFORMATION

Name: Anderson Wahlen & Associates for Dee Hansen (DRH Company)

Mailing Address:
2010 North Redwood Road P.O. Box 16747 Salt Lake City, UT 84116

Phone #: 801-521-8529 or 801-410-8500 Fax #: 801-521-9551

Email Address: ericm@awaeng.com

Owner Information

Owner Name:
America First Federal Credit Union

Owner Address:
PO BOX 9199 OGDEN, UT 84409-0199

Owner Phone #: 801-827-2934 Owner Email Address: purchasing@americafirst.com

Owner's Signature: 



PROPERTY OWNERS AFFIDAVIT

I (we) America First Federal Credit Union, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon personal knowledge.

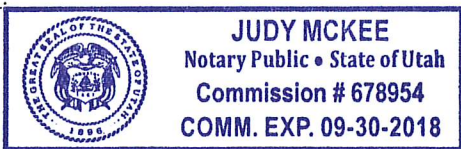
[Signature]
Owner's Signature

Owner's Signature (co-owner, if any)

State of Utah

County of Weber

Subscribed and sworn to (affirmed) before me this 12 day of March, 2018.



[Signature]
Notary Public

AGENT AUTHORIZATION AFFIDAVIT

I (we), America First Federal Credit Union, owner(s) of the real property located at Approximately 734 E Mill Road - Vineyard, Utah, in Highland City, Utah, do hereby appoint Anderson Wahlen & Associates, as my (our) agent to represent me (us) with regard to this application affecting the able described real property.

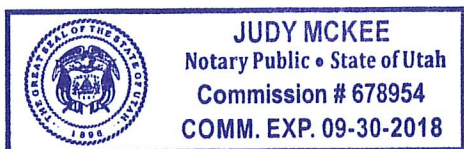
[Signature]
Owner's Signature

Owner's Signature (co-owner, if any)

State of Utah

County of Weber

Subscribed and sworn to (affirmed) before me this 12 day of March, 2018.



[Signature]
Notary Public



March 12, 2018

City of Vineyard Planning Department
125 South Main Street
Vineyard, UT 84058

RE: Project Narrative for Starbucks Vineyard

The following is a Project Narrative to be included in the Application for Site Plan Approval describing the proposed construction of a commercial development to include one commercial building for a Starbucks Coffee Restaurant located within an area designated by Vineyard City as a Regional Mixed Use Zone.

The project site is located along the South side of Mill Road with an approximate address of 734 East Mill Road. The property includes all of Lot 2 of the forthcoming Geneva Gateway Plat E, according to the official plat thereof recorded in the Utah County Recorder's Office. The site area of the property is 23,317 square feet (0.54 acres). The Starbucks building will be a single story building approximately 2,261 square feet in size.

The proposed Starbucks is generally consistent with the general plan and in compliance with the City Development Code as well as other City Codes and Regulations. The Starbucks use is compatible and consistent with proposed use for a Regional Mixed Use zone. The design of the site and the building exterior is also compatible with the zoning and use on adjacent properties.

The ingress and egress to the property has been designed to work well with neighboring properties and allows easy and convenient access to driveways and streets in the vicinity. Overall internal vehicular site circulation is optimized and accommodating to adjacent properties and to emergency and delivery vehicles. Special consideration was applied to the design to incorporate a site that was inviting and accommodating to pedestrians with the inclusion of large outdoor seating/patio areas near the frontage of the building.

Currently, the City ordinance does not allow for drive-through aisles to be located between the building and the street. The City is in the process of amending the City code to allow for a single drive-through lane located between the front façade of the building and the front property line through a provision of a Conditional Use Permit. The developer understands that the proposed Starbucks design is currently not in compliance with the current City ordinances. The developer understands the proposed

design is subject to approval of the Planning Commission and City Council of the proposed amendment to the City ordinance which will allow the proposed design to be in full compliance with the amended City code.

Landscape screening and buffering has been implemented into the design of the areas surrounding the drive-through facilities and infrastructure to make the site more aesthetically pleasing while also attempting to reduce excessive noise, odor, and illumination from vehicles.

The hours of operation will be approximately 5:30AM to 10PM, 7-days a week. Drive-through facilities have been designed to be compliant with City code with respect to noise and light requirements.

The information contained in the plan set associated with this proposed project attempts to indicate the size and scope of the project and also attempts to contain the applicable design elements to satisfy basic and minimum development requirements and standards set by the City of Vineyard.

Sincerely,



Eric Malmberg, P.E.
Project Manager
Anderson Wahlen & Associates

OWNER	DRH COMPANY 5445 SOUTH HIGHLAND DRIVE SALT LAKE CITY, UTAH 84117 801.274.2002
ARCHITECT	PRESCOTT MUIR ARCHITECT 171 WEST PIERPONT AVENUE SALT LAKE CITY, UT 84101 801.321.9111 FAX 801.521.9158
STRUCTURAL ENGINEER	ARW STRUCTURAL ENGINEERS 1594 PARK CIRCLE OGDEN, UT 84404 801.782.6008 FAX 801.782.4656
MECHANICAL ENGINEER	PVE INC. 1040 NORTH 2200 WEST, SUITE 100 SALT LAKE CITY, UT 84116 801.359.3158 FAX 801.521.4114
ELECTRICAL ENGINEER	ECE - ELECTRICAL CONSULTING ENGINEERS, LLC 939 SOUTH WEST TEMPLE SALT LAKE CITY, UT 84101 801.521.8007

[illegible]

ARCHITECTURAL SITE
PLAN

1" = 20'-0"

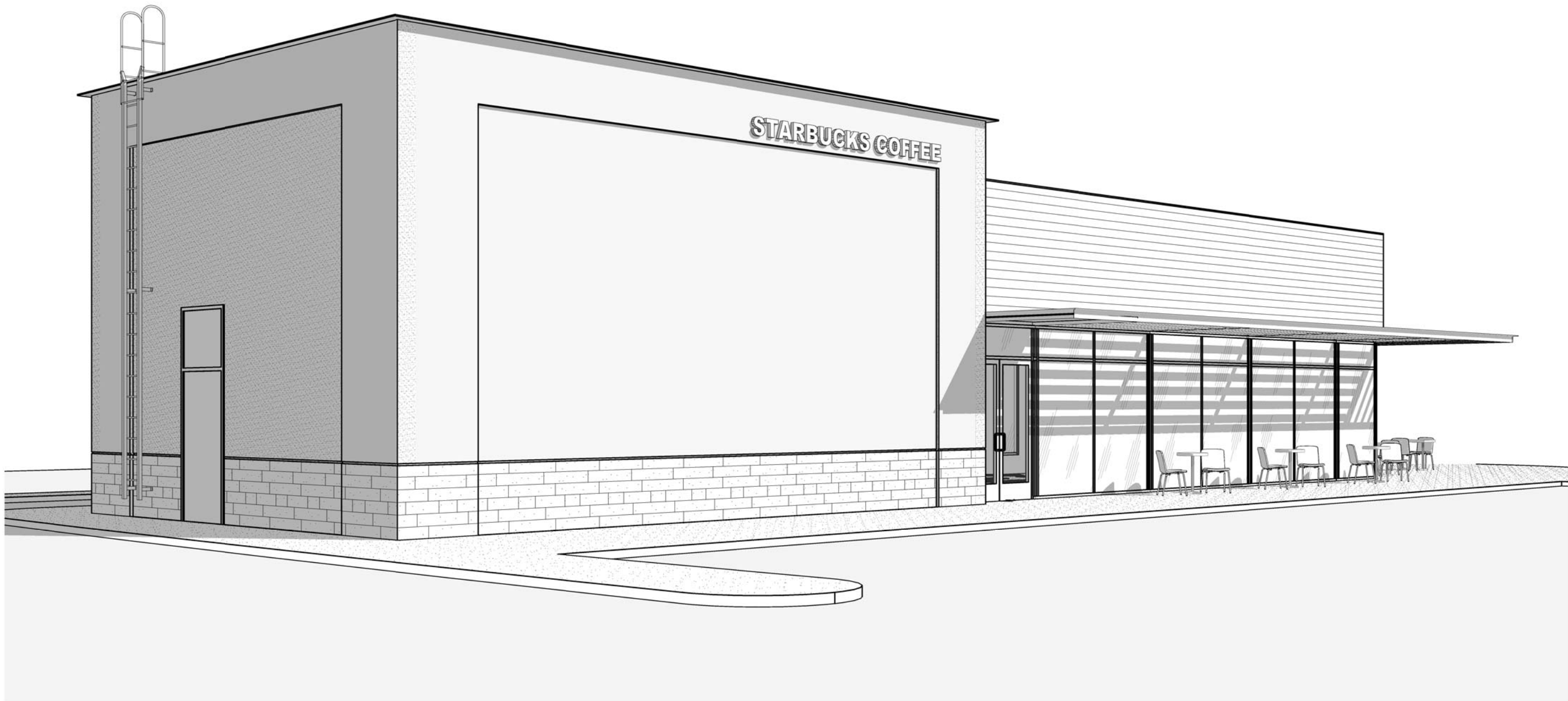
 SITE PLAN KEYED NOTES

TITLE SHEET + ARCHITECTURAL SITE AND FLOOR PLAN

NOT FOR CONSTRUCTION



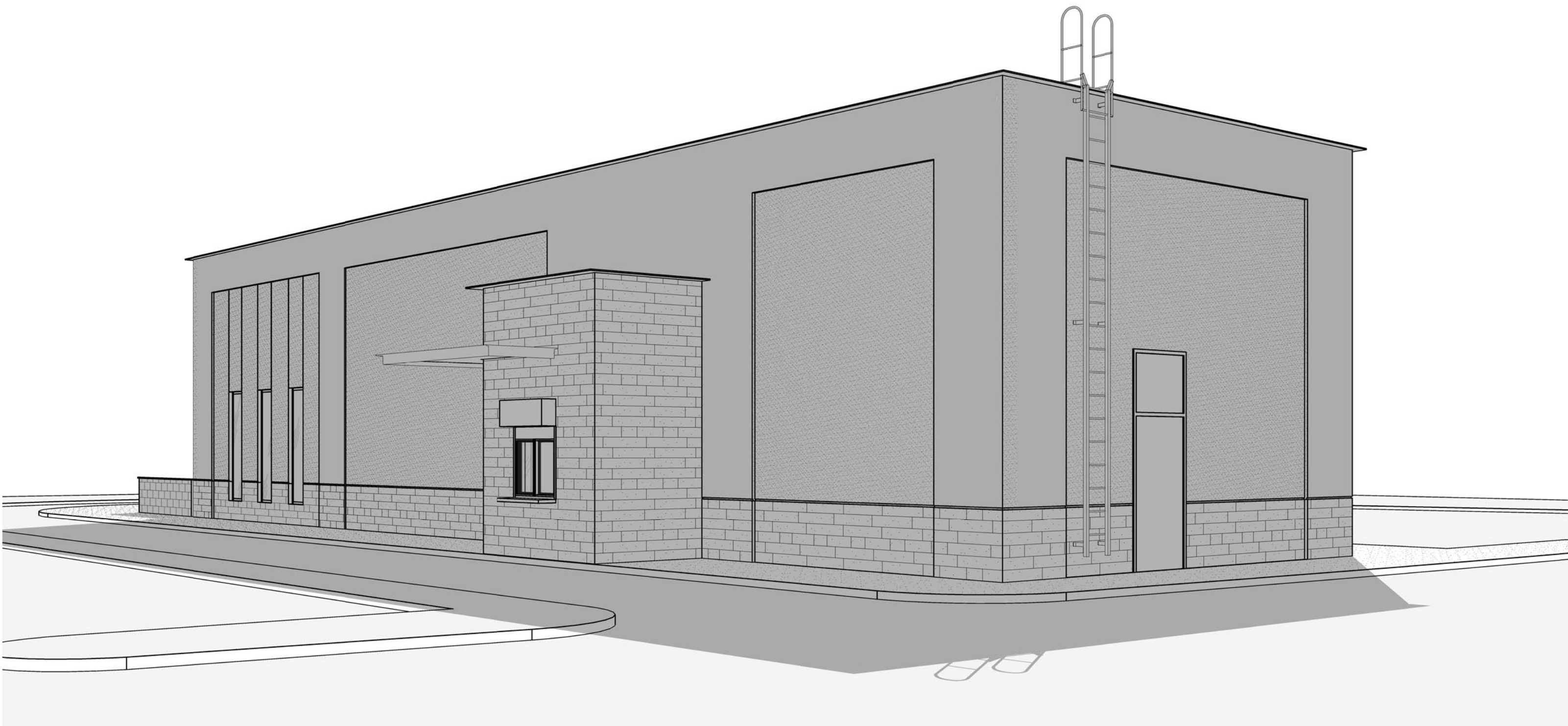
③ SOUTHEAST
SCALE



④ SOUTHWEST
SCALE



① NORTHEAST
SCALE



② NORTHWEST
SCALE

PRESCOTT MUIR ARCHITECT

• 171 WEST PIERPONT AVE. •

SALT LAKE CITY, UTAH 84101

TEL: 801.521.9111 FAX: 801.521.9158

DATE:

03.07.18

THESE DOCUMENTS ARE IN-
TENTATIVE AND NOT TO BE
USED FOR CONSTRUCTION.
THEY ARE SUBJECT TO THE
APPROPRIATE REVIEW AND
APPROVAL BY THE
APPROPRIATE AGENCIES.
THEY ARE NOT TO BE USED
FOR ANY OTHER PURPOSE.
THEY ARE NOT TO BE USED
FOR ANY OTHER PURPOSE.
THEY ARE NOT TO BE USED
FOR ANY OTHER PURPOSE.

DRAWN BY:

CB

STARBUCKS AT VINEYARD
CORE AND SHELL

746 EAST MILL ROAD
VINEYARD CITY, UTAH

PROJECT NO.:

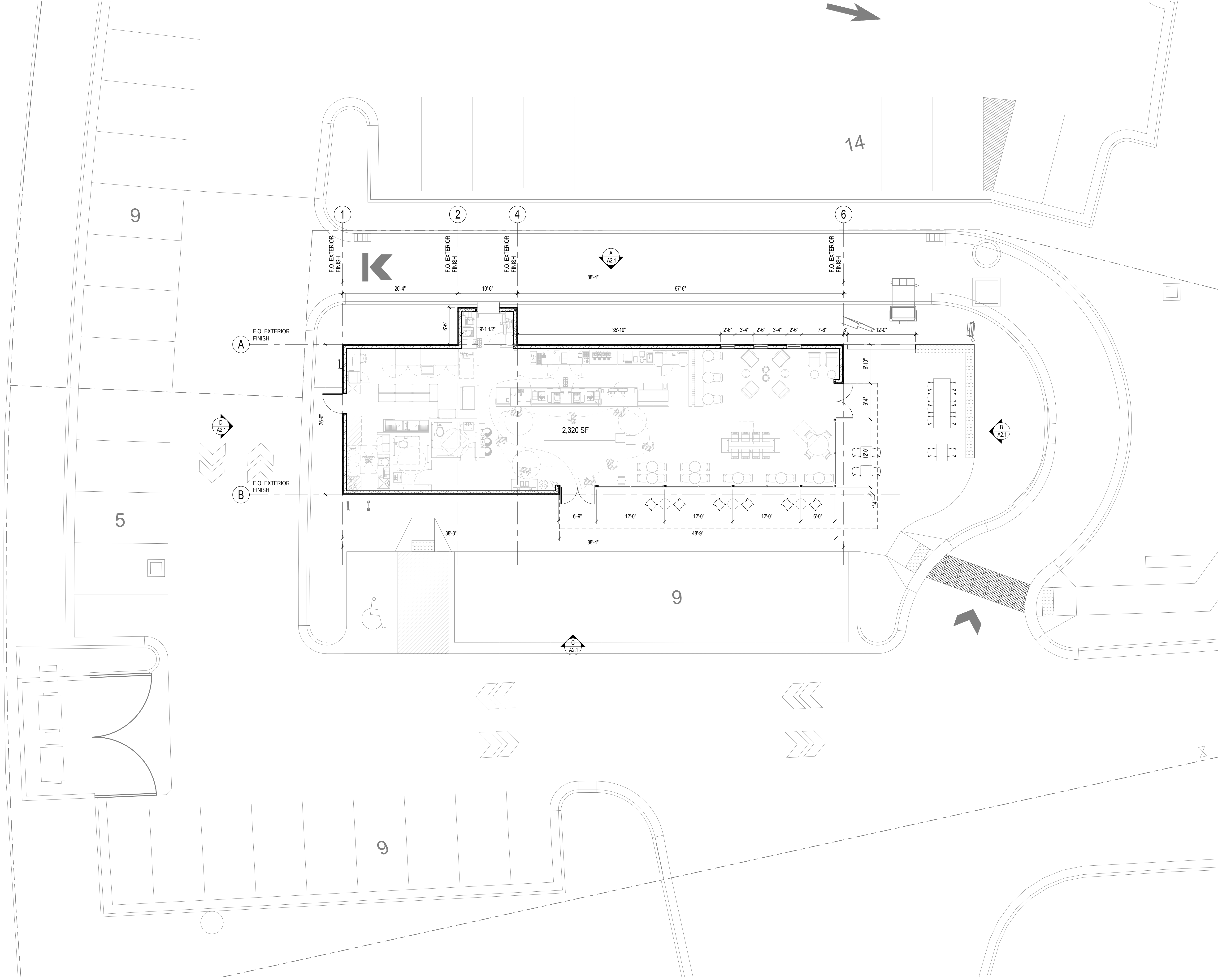
17115

SHEET NO.

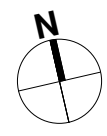
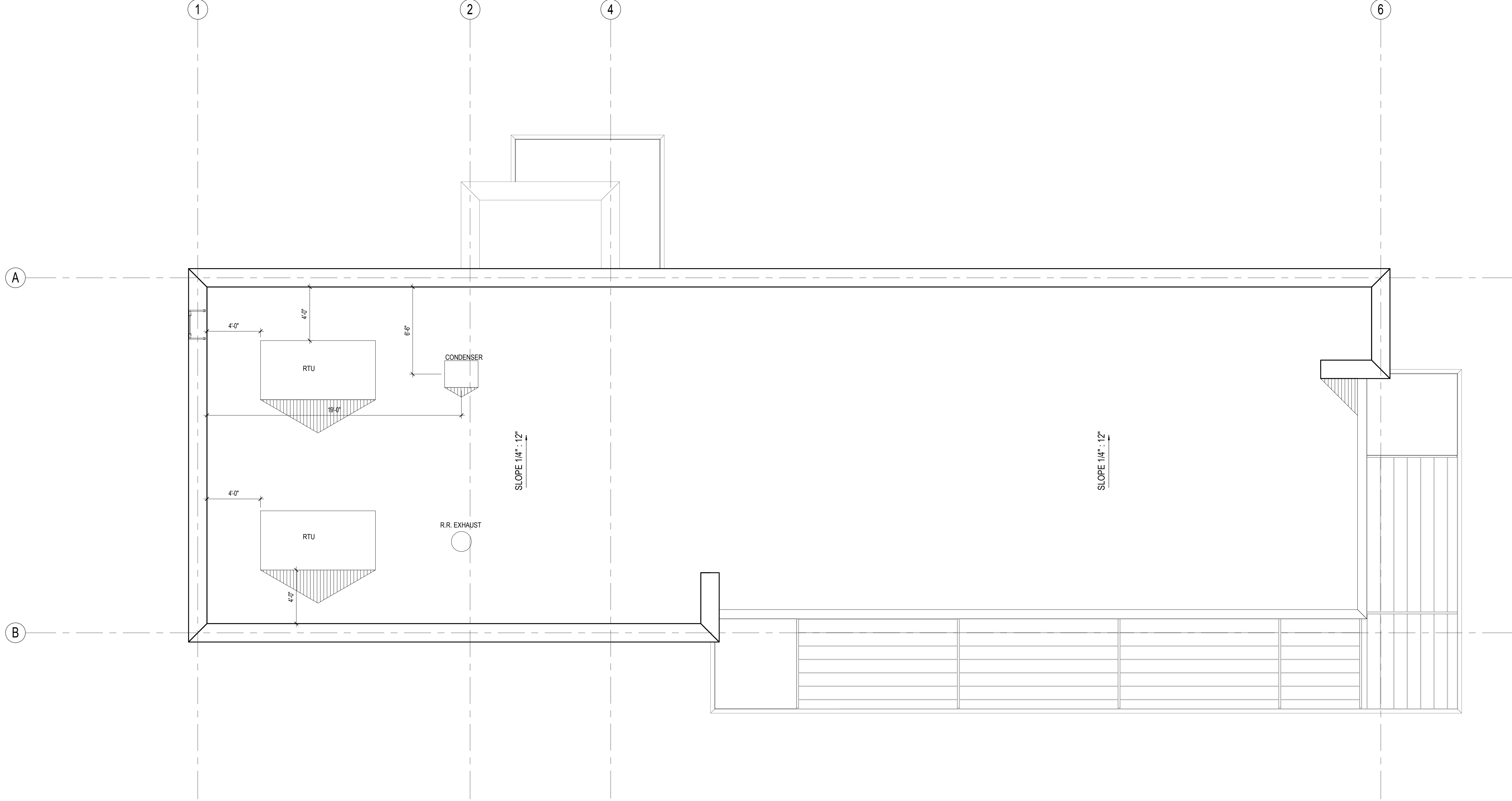
A1.0

3D VIEWS

NOT FOR CONSTRUCTION



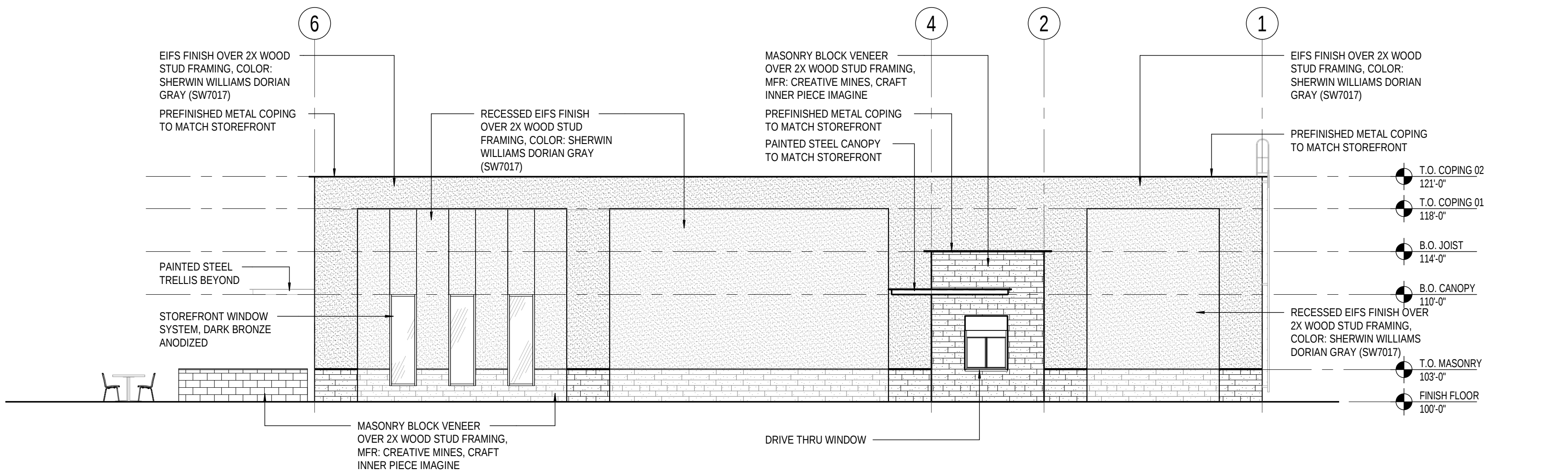
REFERENCE PLAN
1/8" = 1'-0"



ROOF PLAN
1/4" = 1'-0"

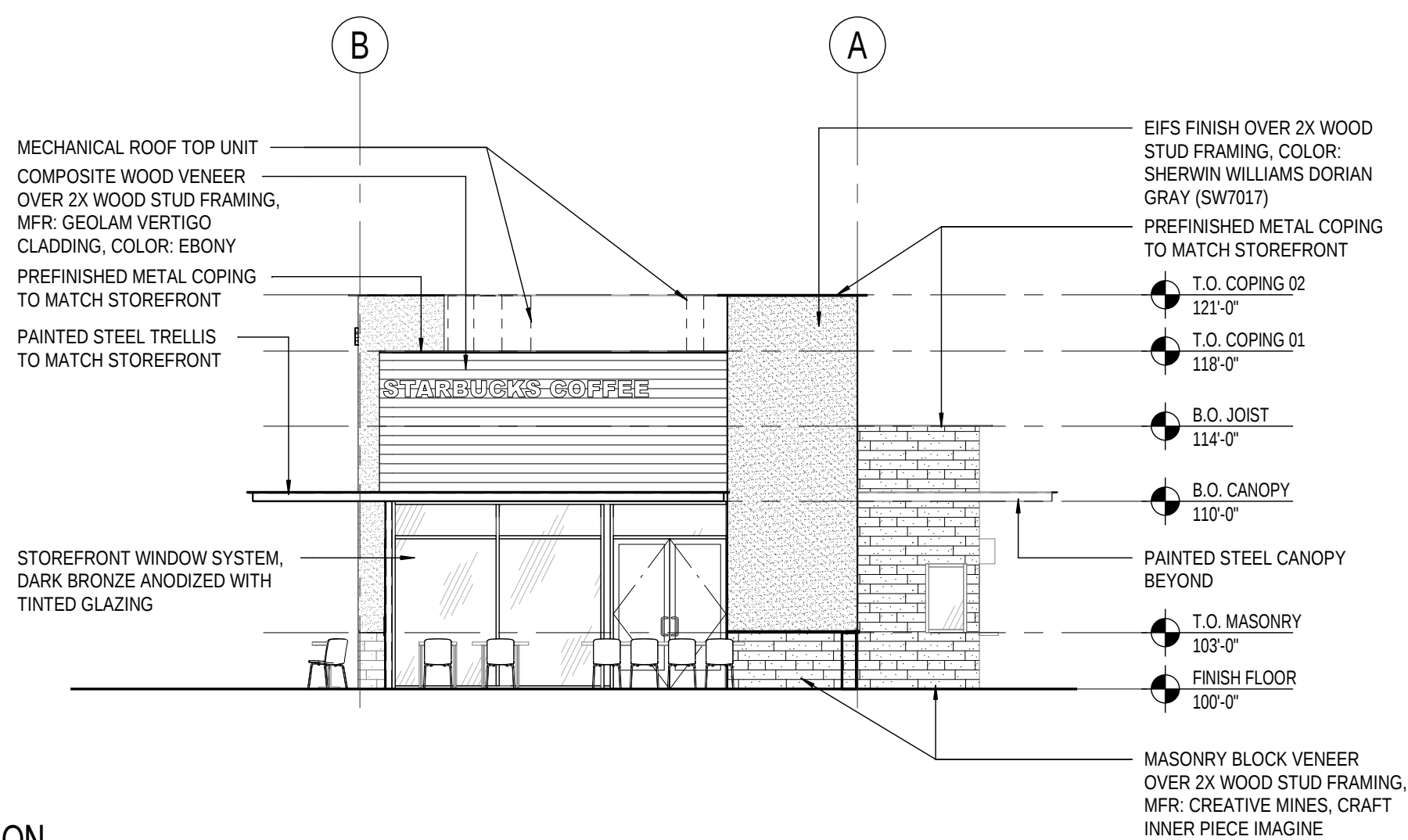
PRESOTT MUJR ARCHITECT		•	171 WEST PIERPONT AVE.		•	SALT LAKE CITY, UTAH 84101		•	TEL: 801.521.9111 FAX: 801.521.9158		
SHEET NO. A1.3	DATE 03.07.18	THESE DOCUMENTS ARE AN INTEGRAL PART OF THE CONTRACT DOCUMENTS OF THE PROPERTY OF THE CLIENT. NO PART OF THESE DOCUMENTS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PRESOTT MUJR ARCHITECT. PRESOTT MUJR ARCHITECT SALT LAKE CITY, UTAH 84101 SAYON, COPY RIGHT © 2018		DRAWN BY: CB		PROJECT NO.: 17115		STARBUCKS AT VINEYARD CORE AND SHELL 748 EAST MILL ROAD VINEYARD CITY, UTAH		ROOF PLAN	

NOT FOR CONSTRUCTION



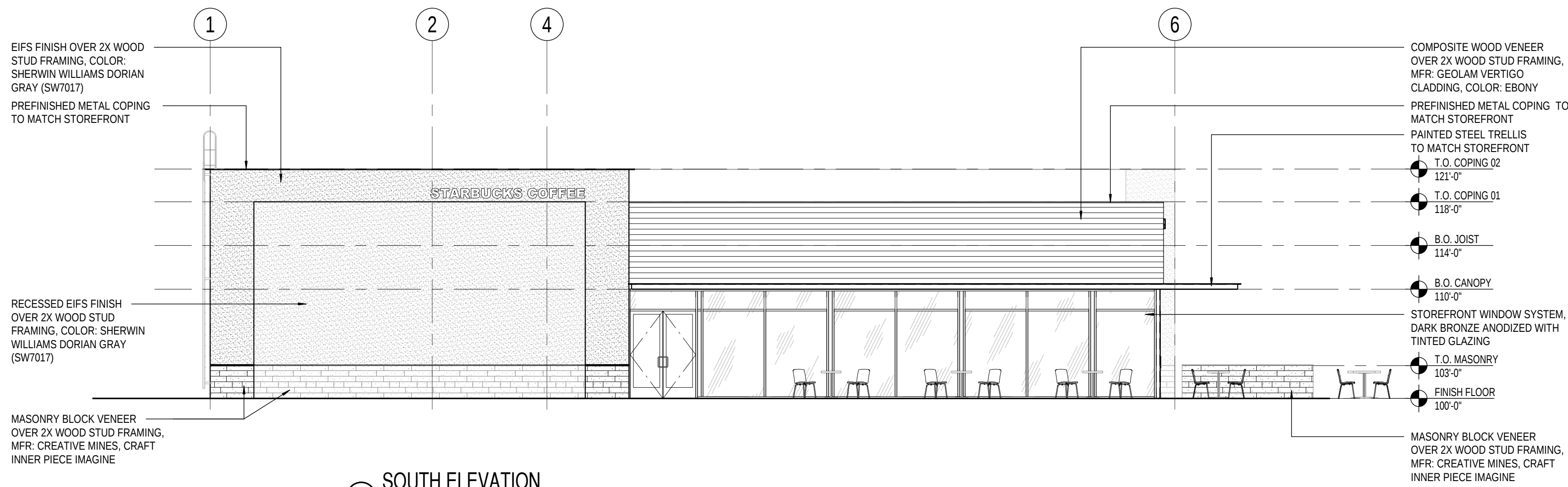
A NORTH ELEVATION

SCALE 1/8" = 1'-0"



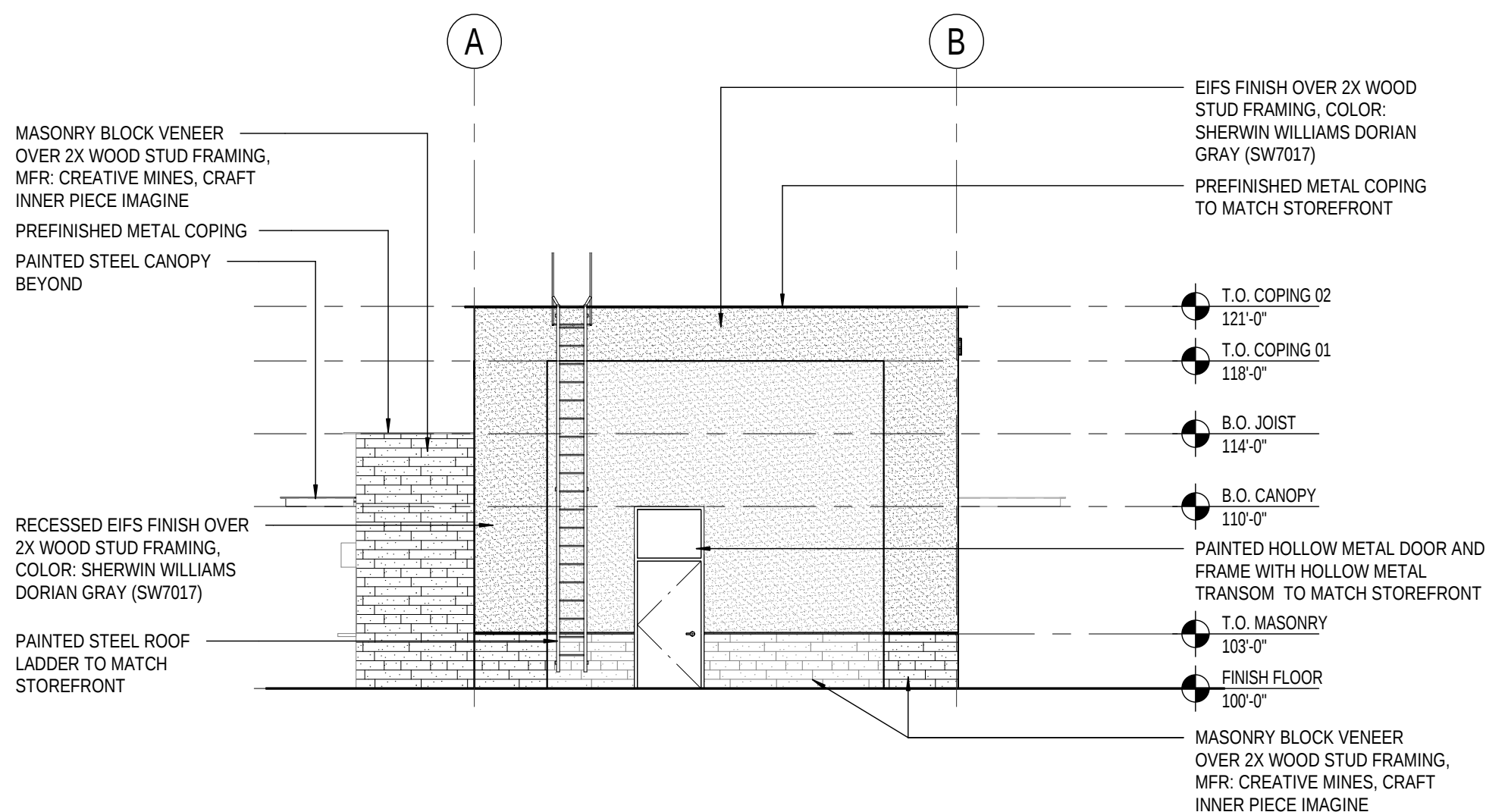
B EAST ELEVATION

SCALE 1/8" = 1'-0"



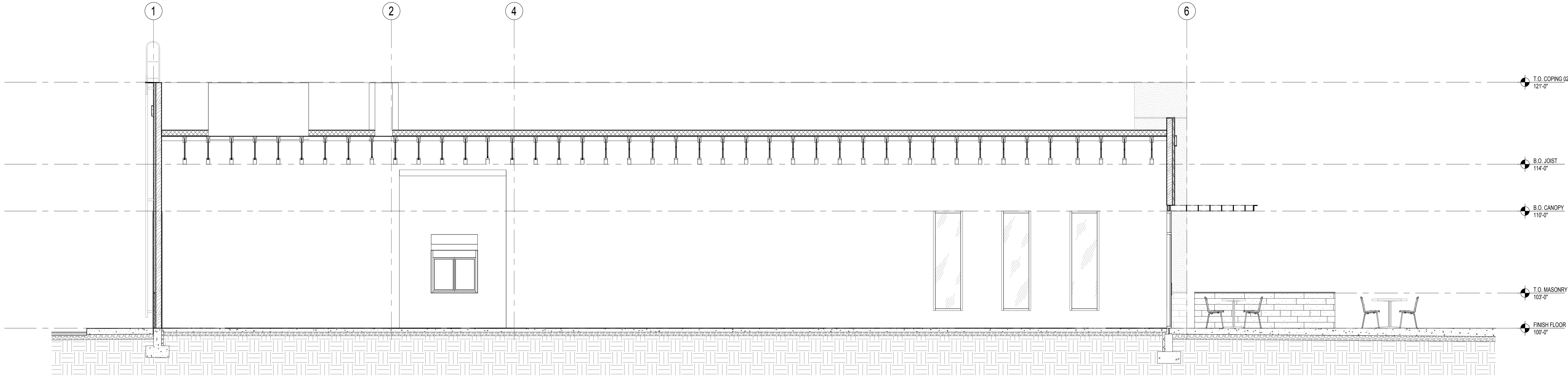
C SOUTH ELEVATION

SCALE 1/8" = 1'-0"

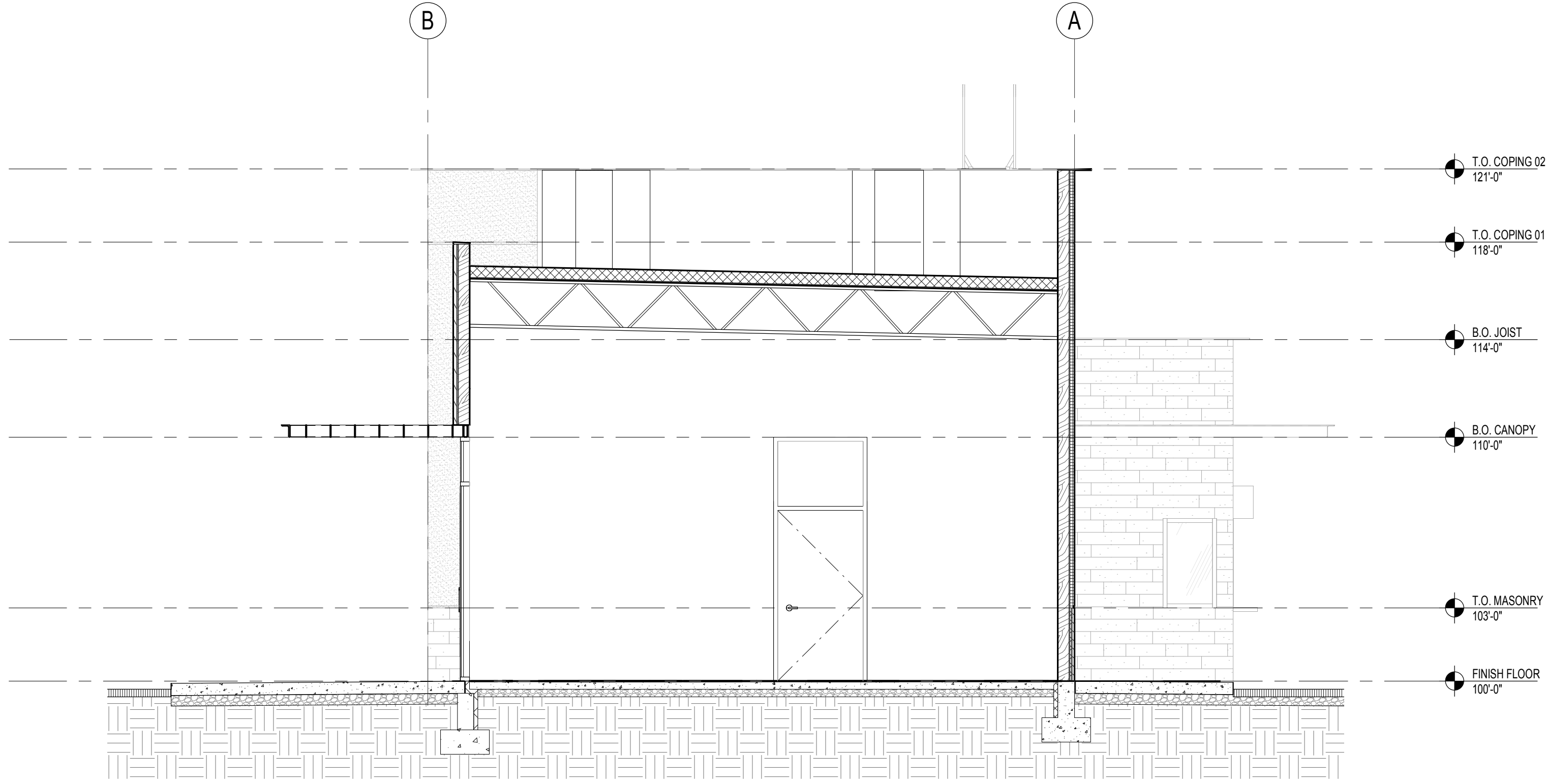


D WEST ELEVATION

SCALE 1/8" = 1'-0"



2 BUILDING SECTION 2
SCALE 1/4" = 1'-0"



1 BUILDING SECTION 1
SCALE 1/4" = 1'-0"

PRESCOTT MUIR ARCHITECT

171 WEST PIERPONT AVE.

SALT LAKE CITY, UTAH 84101

TEL: 801.521.9111 FAX: 801.521.9158

DATE:

03.07.18

DRAWN BY:

.

STARBUCKS AT VINEYARD

CORE AND SHELL

748 EAST MILL ROAD

VINEYARD CITY, UTAH

PROJECT NO.:

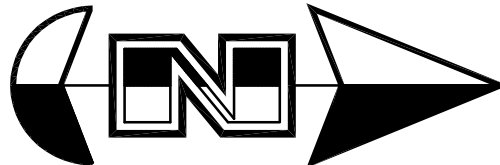
17115

BUILDING SECTIONS

NOT FOR CONSTRUCTION

Accessible Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.
The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1—Latest Edition) and/or FHAA.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.



Scale: 1" = 10'



Site Data

Zone = RMU (Regional Mixed Use)

Site Area = 23,317 s.f. (0.54 ac.)

Total Building Area = 2,261 s.f

Open Space Required = 2,317 (10%)

Open Space Provided = 5,238 (23%)

Parking Required = 23 stalls

Parking Provided = 23 stalls

Site Construction Notes

- Const. 24" Curb & Gutter
- Const. Asphalt Paving
- Const. Conc. Sidewalk
- Const. Thickened Edge Sidewalk
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- Const. Accessible Ramp per CC/ANSI A117.1 (Latest Edition)
- Const. Van Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness
- Const. Conc. Paving
- Sawcut; Provide Smooth Clean Edge
- Dumpster Enclosure and Stairs (See Arch. Plans)
- Const. Directional Painted Starbucks Directional Arrows Color White TM2151 (White) by Sherwin Williams
- Const. Directional Painted Starbucks Directional Arrows Color Pantone 369-C (Green) by Sherwin Williams
- Const. Monument Sign (By Owner/Separate Permit Required)
- Const. CMU Wall (See Architectural Plans)
- Conn. & Match Existing Improvements
- Const. Colored Conc. Paving - Davis Color "Tile Red"; Medium Broom Finish Perpendicular w/ Crosswalk; Sawcut Control Joints in Square Grid at 18"
- Const. Bike Rack See Architectural Plans
- Const. 2' Waterway
- Const. 6' Sidewalk per Vinyard City Std. Dwg. 4
- Existing Fire Hydrant

General Site Notes:

- Stalls designated as Accessible will require a painted Accessible symbol and sign. (See Details)
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Asile markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- All dimensions are to back of curb unless otherwise noted.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Survey or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

Designed by: EM
Drafted by: AR
Client Name: DRH

17-127SP

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWengineering.net

Site Plan

Starbucks Vineyard

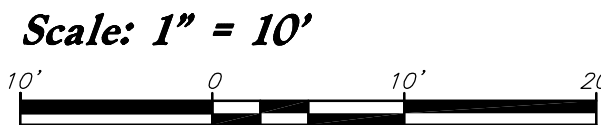
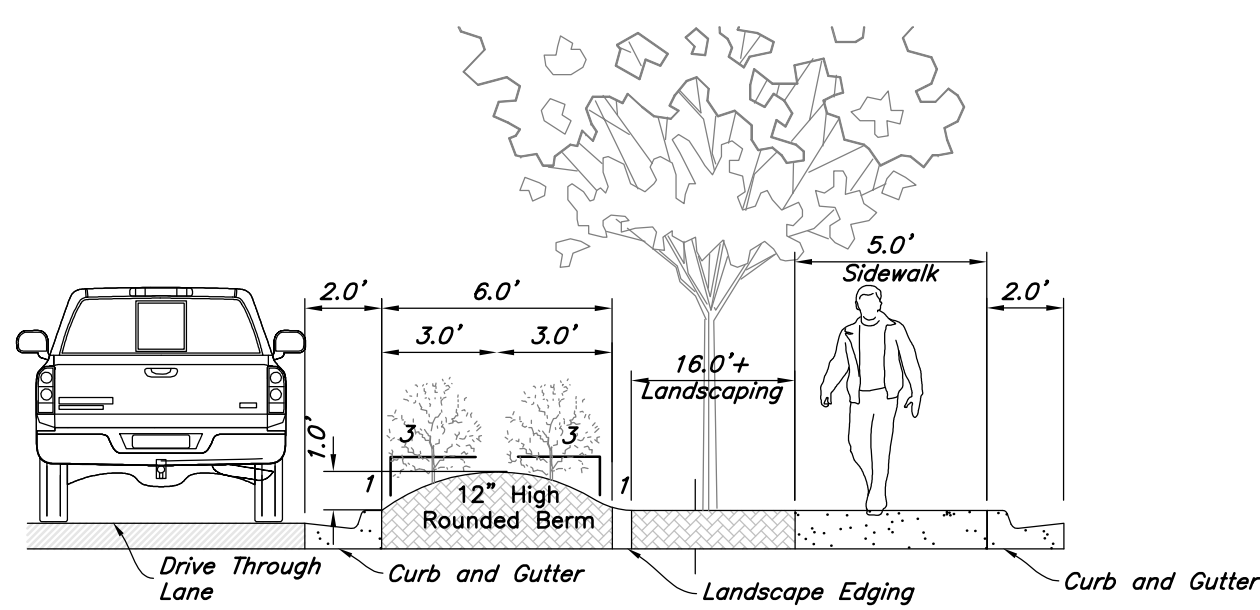
734 East Mill Road
Vineyard City, Utah



12 Mar, 2018

SHEET NO.

C1.1



Street Frontage Shrubs Provided = 30 Shrubs

1. See Section L3.1 for Landscape Details.
2. All Landscape Material Shall be Fully Irrigated by an Automatic Irrigation System. Drop for Planting Areas and Spray for Lawn Areas. See Irrigation Sheets L2.1 for Layout and Section L3.1 for Details.
3. Adjust Landscape Material as Needed to Allow Access to All New & Existing Utilities. Irrigation Components Shall be Spaced Between Plant Material to Allow Easy Access for Maintenance.
4. All Areas Disturbed by Construction Shall be Landscaped & Not Left Unlandscaped.
5. Upon Completion of Installation of Landscape, Coordinate w/ the Town of Vineyard to get a Landscape Inspection Prior to a Certificate of Occupancy.

1	New Planting Bed w/ Decorative Stone – See Material Schedule	UT – Utility Box
2	New Lawn – See Plant Schedule	
3	Landscape Concrete Curbing – See Material Schedule	
4	Existing Vinyl Fence	
5	Landscape Accent Boulder – See Material Schedule	
6	Provide Nice Clean Edge Between New & Undeveloped Lot	
7	Outdoor Plaza – Open Space	
8	Irrigation Backflow Preventer Enclosure – See Irrigation Plan for More Detail	
9	Elect. Transformer – See Elect. Plan	
10	New Light Pole – See Elect. Plan	
11	Monument Sign by Separate Permit	
12	Ordering Boards	
13	Decorative Steel Edging – See Material Schedule	
14	1' High Landscape Berm w/ a 3:1 Max Slope Shall be Constructed – Berm Shall be Provided by Landscaper (4 Inches Depth of Fill Shall be Used & Topped With 8 Inches Topsoil). Plant Material Shall Not be Planted on Top of Berm But Staggered as Shown on Plan	
15	Install a 3" Depth of Impervious Rock to Dress Undeveloped Area (Rock Shall be Earthy Tone Color & a Minimum of 1.5 inches in Diameter)	

1. Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and the specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
2. Contractor shall call Blue Stake before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and landscape damage insurance. Clean-up must be performed daily, and all landscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
8. All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.
9. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
10. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
11. It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
12. The contractor shall take all necessary scheduling and other precautions to avoid winter, spring, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
13. The contractor shall install all landscape material per plan, notes and details.
14. All existing and relocated trees shall be properly protected. Trees damaged during construction shall be replaced at no cost to the owner.
15. Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
16. No grading or soil placement shall be undertaken when soils are wet or frozen.

[illegible]

	Decorative Stone - Install a Three (3) Inch Depth Over Dewitt Pro5 Weed Barrier or Approved Eql; Stone Shall be used in all Specified Planting Areas and <u>Washed After Installation</u>; Stone Shall be 2" Dia., Crushed & Fractured Tan Rust Color Stone From Staker Parson Copper Canyon Pit (801-819-9089); Submit Sample for Approval; See Keynote #1	Detail: 4/L3.1
	4" x 6" Landscape Concrete Curbing - Install Flush to all Concrete Edges between Lawn and Planting Areas	Detail: 4/L3.1
	3/16" x 4" Steel Edging - Install Flush to all Concrete Edges between Different Types of Decorative Stone & Where Specified on Plan; Manufacturer Shall be Sure-Loc Inc.; Color Shall be Green	Detail: 6/L3.1
	3-4' Dia. Landscape Accent Boulder - Boulders Shall be Fractured, Eql/Tone/Tan Color and to Match Decorative Stone; All Boulders Shall be Recessed in the Ground Three Inches, <u>Washed & Cleaned</u>; Supply Photo Approved	Detail: 5/L3.1



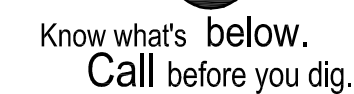
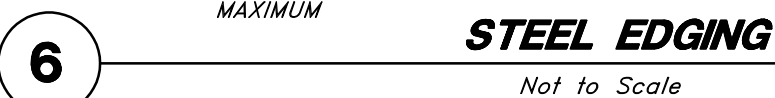
Landscape Plan

Starbucks Vineyard
734 East Mill Road
Vineyard City, Utah

SHEET NO

L1.1





Designed by: EM
Drafted by: AR
Client Name: DRH
17-127LS

**Starbucks Vineyard**

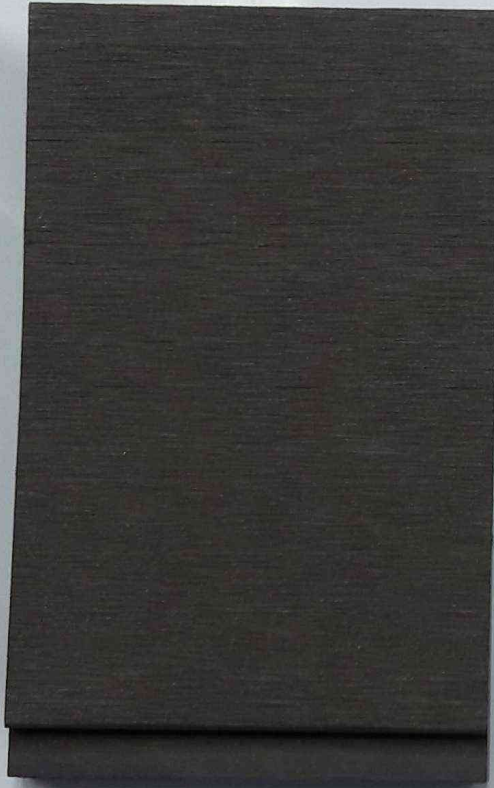
SHEET NO.

L3.1

STARBUCKS AT VINEYARD
EXTERIOR FINISH MATERIALS



MASONRY BLOCK VENEER
CREATIVE MINES
CRAFT INNER PIECE: IMAGINE



COMPOSITE WOOD VENEER
GEOLAM
VERTIGO: EBONY



ALUMINUM STOREFRONT
DARK BROWN ANODIZED
PREFINISHED METAL AND CANOPIES



EIFS
DORIAN GRAY SW7017
SMOOTH TROWELED FINISH



EXTERIOR GLAZING
SOLAR BAN 70XL SOLAR
GRAY TINT

When Recorded, Mail To:
Maverik, Inc.
Attn.: Lance A. Dunkley
880 W. Center Street
North Salt Lake, Utah 84054

With a Copy To:
Anderson Geneva, LLC
Attn.: Michael L. Hutchings
9537 South 700 East
Sandy, Utah 84070

Tax Parcel Nos.:

(Space Above for Recorder's Use)

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 23 day of February, 2015 (the "Effective Date"), by and between MAVERIK, INC., a Wyoming corporation sole ("Maverik"), and ANDERSON GENEVA, LLC, a Utah limited liability company ("AGD"), and ICE CASTLE RETIREMENT FUND, L.L.C., a Utah limited liability company ("ICRF," and collectively with AGD, "Geneva"). Geneva and Maverik may be collectively referred to herein as the "Parties," and individually as a "Party."

RECITALS

A. Geneva owns certain real property (the "Geneva Parcels") located in the City of Vineyard, Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Maverik owns certain real property (the "Maverik Parcel") located adjacent to the Geneva Parcels in the City of Vineyard, Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference. The Geneva Parcels and the Maverik Parcel are hereinafter referred to collectively as the "Parcels," and individually as a "Parcel."

C. Geneva desires two separate perpetual, non-exclusive access easements on, over and across portions of the Maverik Parcel (depicted on Exhibit D as "Cross Access B" and "Cross Access C") (collectively the "Geneva Easement Areas") and Maverik desires two separate perpetual, non-exclusive access easements on, over and across portions of the Geneva Parcels (depicted on Exhibit D as "Cross Access A" and "Cross Access D") (collectively, the "Maverik Easement Areas"). The Geneva Easement Areas and the Maverik Easement Areas are hereinafter referred to collectively as the "Easement Areas," and individually as an "Easement Area." The Easement Areas will be developed, used and maintained as common drive areas providing access to the Parcels.

D. Pursuant to the terms and conditions contained herein, Maverik will grant to Geneva perpetual and non-exclusive access easements on, over, and across the Geneva Easement Areas and Geneva will grant to Maverik perpetual and non-exclusive access easements on, over, and across the Maverik Easement Areas, all for the purposes more fully set forth herein. The Easement Areas are more particularly described on Exhibit C, and depicted on Exhibit D, both attached hereto and incorporated herein by this reference. If there is any discrepancy between the legal descriptions and the depictions of the Easement Areas, the depictions on the Easement Area shall control.

AGREEMENT

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.

1.1. Grant of Access Easements to Geneva. Maverik hereby grants and conveys to Geneva perpetual and non-exclusive access easements on, over, and across the Geneva Easement Areas for vehicular and pedestrian access to and from the Geneva Parcel for the use and benefit of the owners and occupants of the Geneva Parcel and their respective employees, agents, guests, customers and invitees.

1.2. Grant of Access Easements to Maverik. Geneva hereby grants and conveys to Maverik perpetual and non-exclusive access easements on, over, and across the Maverik Easement Areas for vehicular and pedestrian access to and from the Maverik Parcel for the use and benefit of the owners and occupants of the Maverik Parcel and their respective employees, agents, guests, customers and invitees.

2. 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 Easement Areas as granted herein.

3. Condition of Easement Areas. The Parties accept the Easement Areas and all aspects thereof in "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and use of the Easement Areas.

4. Access. The Parties, and their agents, employees, consultants, guests, invitees, licensees, customers and other reasonably related, or similar, parties (the "Permitted Users") shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. The Parties and their Permitted Users shall enter upon the Easement Areas at their sole risk and hazard. Each Party, and its successors and assigns, hereby releases the other Party from any claims relating to the condition of the other Party's respective Easement Area and/or the entry upon such Easement Area by the releasing Party or its Permitted Users.

5. Construction of Access Drive. Maverik, at its sole cost and expense, will construct access drives (the "Access Drives") upon the Easement Areas. Maverik agrees to construct such improvements and infrastructure in accordance with applicable laws, rules and regulations.

6. Maintenance. Except as set forth below in this Section 6 with respect to gross negligence, the owner of the Maverik Parcel, at its sole cost and expense, will maintain, replace and repair the driveway and landscaping improvements in the Geneva Easement Areas and the Maverik Easement Areas. The Easement Areas will be maintained in good order and in a substantially similar condition as other similar improvements located in the surrounding area, and in accordance with all applicable laws, rules, and regulations. The Parties agree to promptly repair any damage, other than normal wear and tear, to the Easement Areas, or such Party's parcel and improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or sewer pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by the gross negligence of such Party, its agents, servants, employees, contractors or anyone performing work by, through, for, or under such Party, and shall restore the damaged Party's parcel and the improvements thereon to the same or better condition as they existed prior to the damage caused by such Party, its agents, servants, employees, contractors or anyone performing work by, through, for, or under such Party. The damage caused by normal wear and tear and the regular use of the Easement Areas will be repaired and taken care of pursuant to the first two sentences of this Section.

7. Self Help. In the event a Party fails to fulfill its obligations to maintain and repair the Easement Areas (the "Defaulting Party") pursuant to Section 6 above, after thirty (30) days written notice from the other Party (collectively and individually, the "Non- Defaulting Party") to perform in accordance with this Agreement (unless in case of emergency wherein no written notice will be required), the Non-Defaulting Party may, in its sole and absolute discretion, enter the Easement Areas for the purpose of maintaining the Easement Areas and the Defaulting Party shall pay the Non-Defaulting Party, upon demand, the Non-Defaulting Party's actual costs incurred in maintaining the Easement Areas. A case of emergency includes, but not be limited to, restricting vehicular access across the Easement Areas to and from a Party's parcel for a period of twenty-four (24) consecutive hours.

8. Liens. Maverik shall keep the Geneva Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Maverik, and shall indemnify, hold harmless and agree to defend Geneva from any liens that may be placed on the Geneva Parcel and/or the parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Maverik or any of Maverik's agents. Any such liens shall be released of record within thirty (30) days.

Geneva shall keep the Maverik Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Geneva, and shall indemnify, hold harmless and agree to defend Maverik from any liens that may be placed on the Maverik Parcel and/or the parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Geneva or any of the Geneva's agents. Any such liens shall be released of record within thirty (30) days.

9. Compliance with Laws. The Parties will comply with all 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.

10. Insurance. Each of the Parties shall obtain and maintain 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.

11. Indemnification. The Parties and their successors and assigns hereby agree to indemnify, defend and hold each other harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the use of the Easement Areas by such Party, their agents, servants, employees, or contractors; and (ii) any work performed on the Easement Areas by such Party or their successors or assigns, and their agents, servants, employees, consultants and/or contractors.

12. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (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 following addresses:

If to Maverik: Maverik, Inc.
Attn.: VP Real Estate
880 W. Center Street
North Salt Lake, UT 84054

With a copy to: Maverik, Inc.
Attn: Legal Department
880 W. Center Street
North Salt Lake, UT 84054

If to Geneva: Anderson Geneva, LLC
Attn.: Gerald D. Anderson
9537 South 700 East,
Sandy, Utah 84070

With a copy to: Michael L. Hutchings,
Attorney at Law
9537 South 700 East,
Sandy, Utah 84070

If to ICRF: Ice Castle Retirement Fund, LLC
Attn.: Glen R. Pettit
2264 West Williamsburg Circle

West Jordan, Utah 84084

With a copy to:

David Gee,
Attorney at Law
101 South Second East, Suite 700,
Salt Lake City, Utah 84111

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. Miscellaneous.

13.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. 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.

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

13.3. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each owner of a Parcel, any person or entity who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every person owning any interest in or occupying any portion of a Parcel. Each owner of a Parcel shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the person or entity so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

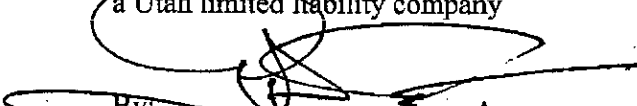
13.8. Recording. This Agreement shall be recorded in the office of the Utah County, Utah Recorder.

[signatures and acknowledgements to follow]

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

GENEVA:

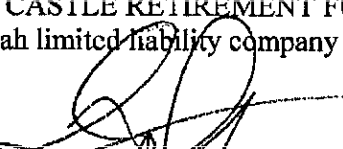
ANDERSON GENEVA, LLC,
a Utah limited liability company

By: 

Name: GERALD L. ANDERSON

Its: MGR

ICE CASTLE RETIREMENT FUND, L.L.C.,
a Utah limited liability company

By: 

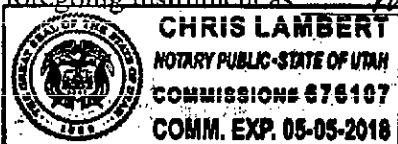
Name: Gerald L. Anderson

Its: Manager

STATE OF UTAH)

COUNTY OF Salt Lake)
:SS

On this 23 day of Feb, 2015, personally appeared before me Gerald L. Anderson personally known to me to be the Manager of Anderson Geneva, LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as Manager for said company.

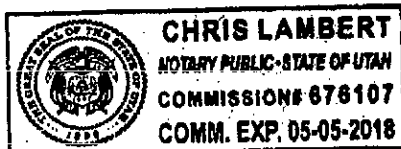


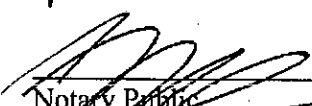

Notary Public

STATE OF UTAH)

COUNTY OF Salt Lake)
:SS

On this 23 day of Feb, 2015, personally appeared before me Gerald L. Anderson personally known to me to be the Manager of Ice Castle Retirement Fund, L.L.C., a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as Manager for said company.




Notary Public

[further signatures and acknowledgements are on the following page]

EXHIBIT A

[Legal Descriptions of the Geneva Parcels]

THE SOUTH HALF OF LOT 2, GENEVA GATEWAY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GENEVA ROAD, SAID POINT BEING S00°03'29"E 323.29 FEET AND WEST 145.89 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 93.13 FEET, A RADIUS OF 10058.00 FEET, A CHORD BEARING OF S01°04'31"W, AND A CHORD LENGTH OF 93.13 FEET; THENCE S89°48'45"W 241.81 FEET; THENCE N00°11'16"W 93.11 FEET; THENCE N89°48'45"E 243.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,603 SQUARE FEET OR 0.519 ACRES

ALSO, LOT 6 OF GENEVA GATEWAY SUBDIVISION

EXHIBIT B**[Legal Description of the Maverik Parcel]**

ALL OF LOT 1 AND THE NORTH HALF OF LOT 2, GENEVA GATEWAY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GENEVA ROAD, SAID POINT BEING S00°03'29"E 55.74 FEET AND WEST 166.47 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE S37°57'41"E 46.97 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 230.66 FEET, A RADIUS OF 10058.00 FEET, A CHORD BEARING OF S01°59'51"W, AND A CHORD LENGTH OF 230.66 FEET; THENCE S89°48'45"W 243.86 FEET; THENCE N00°11'16"W 73.68 FEET; THENCE N00°21'40"E 218.21 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 31.12 FEET, A RADIUS OF 614.00 FEET, A CHORD BEARING OF S81°10'48"E, AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.22 FEET, A RADIUS OF 86.95 FEET, A CHORD BEARING OF S80°15'09"E, AND A CHORD LENGTH OF 7.22 FEET; THENCE S77°53'23"E 76.38 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 25.25 FEET, A RADIUS OF 113.29 FEET, A CHORD BEARING OF S84°16'32"E, AND A CHORD LENGTH OF 25.20 FEET; THENCE N89°19'35"E 84.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 67,308 SQUARE FEET OR 1.545 ACRES

EXHIBIT C**[Legal Description of Easement Areas]****CROSS ACCESS EASEMENT A**

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF MILL ROAD, SAID POINT BEING S00°03'29"E 32.20 FEET AND WEST 388.32 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE S00°21'40"W 102.54 FEET; THENCE N89°38'20"W 16.63 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 31.35 FEET, A RADIUS OF 18.00 FEET, A CHORD BEARING OF N39°44'17"W, AND A CHORD LENGTH OF 27.54 FEET; THENCE N10°09'45"E 85.97 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 0.53 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N09°08'37"E, AND A CHORD LENGTH OF 0.53 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.01 FEET, A RADIUS OF 614.00 FEET, A CHORD BEARING OF S78°47'39"E, AND A CHORD LENGTH OF 20.01 FEET;

CONTAINING 2,924 SQUARE FEET AND 0.067 ACRES

CROSS ACCESS EASEMENT B

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF MILL ROAD, SAID POINT BEING S00°03'29"E 32.20 FEET AND WEST 388.32 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MILL ROAD ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.03 FEET, A RADIUS OF 614.00 FEET, A CHORD BEARING OF S80°39'46"E, AND A CHORD LENGTH OF 20.03 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 0.96 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S11°59'29"W, AND A CHORD LENGTH OF 0.96 FEET; THENCE S10°09'45"W 26.05 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 16.98 FEET, A RADIUS OF 18.00 FEET, A CHORD BEARING OF S16°51'25"E, AND A CHORD LENGTH OF 16.35 FEET; THENCE S00°21'40"W 57.18 FEET; THENCE N89°38'20"W 20.00 FEET; THENCE N00°21'40"E 102.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,891 SQUARE FEET AND 0.043 ACRES

CROSS ACCESS EASEMENT C

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF GENEVA ROAD, SAID POINT BEING S00°03'29"E 323.14 FEET AND S89°56'31"W 145.89 FEET FROM THE EAST QUARTER CORNER OF SAID

SECTION 17; THENCE S89°48'45"W 131.52 FEET; THENCE N00°11'15"W 20.00 FEET; THENCE N89°48'45"E 132.07 FEET TO THE WEST RIGHT OF WAY LINE OF GENEVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.01 FEET, A RADIUS OF 10058.00 FEET, A CHORD BEARING OF S01°23'51"W, AND A CHORD LENGTH OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,636 SQUARE FEET AND 0.061 ACRES

CROSS ACCESS EASEMENT D

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF GENEVA ROAD, SAID POINT BEING S00°03'29"E 323.14 FEET AND S89°56'31"W 145.89 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.01 FEET, A RADIUS OF 10058.00 FEET, A CHORD BEARING OF S01°17'01"W, AND A CHORD LENGTH OF 20.01 FEET; THENCE S89°48'45"W 110.51 FEET; THENCE N45°53'41"W 28.64 FEET; THENCE N89°48'45"E 131.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,420 SQUARE FEET AND 0.056 ACRES

EXHIBIT D

[Depiction of the Easement Areas]

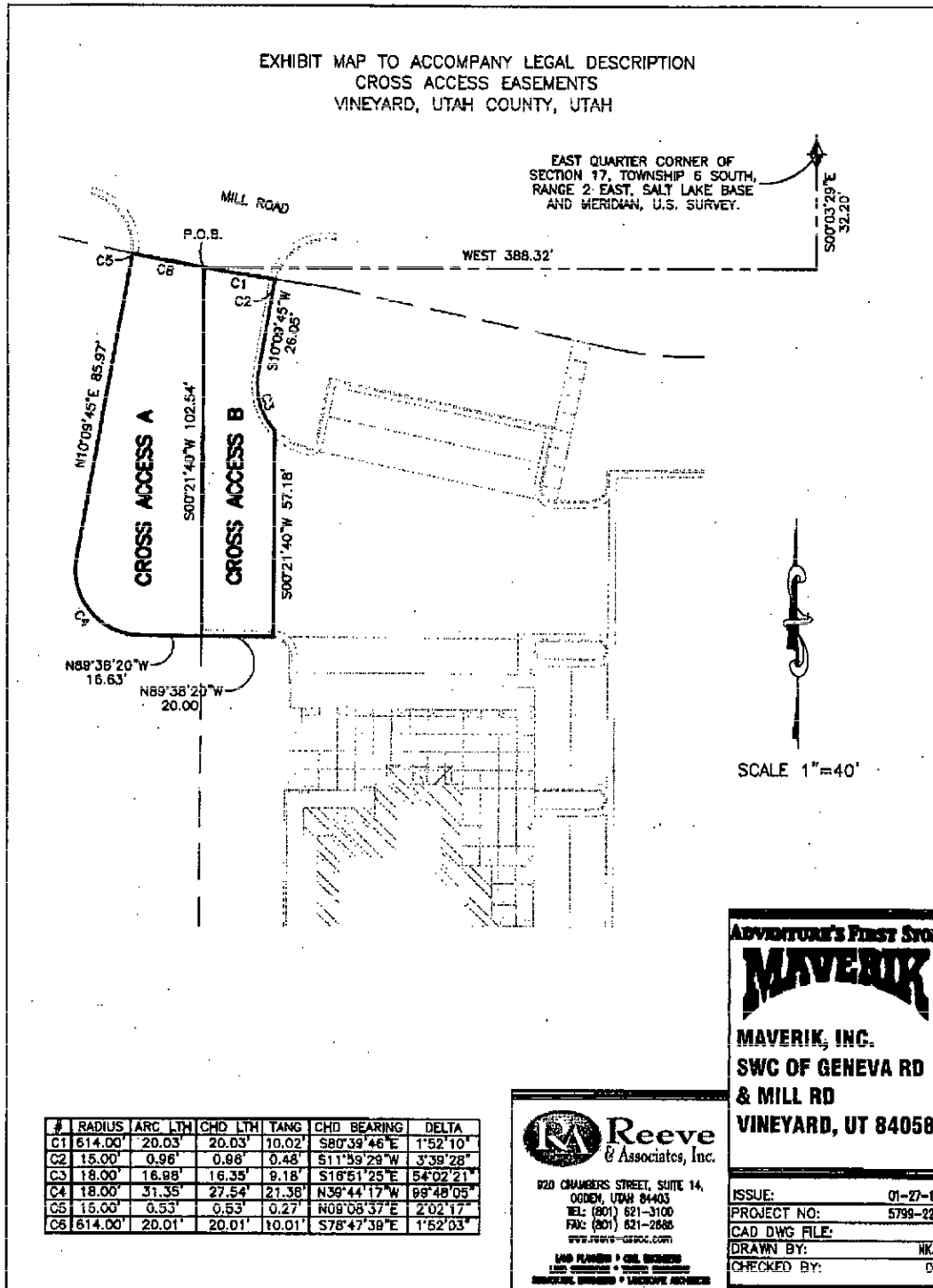
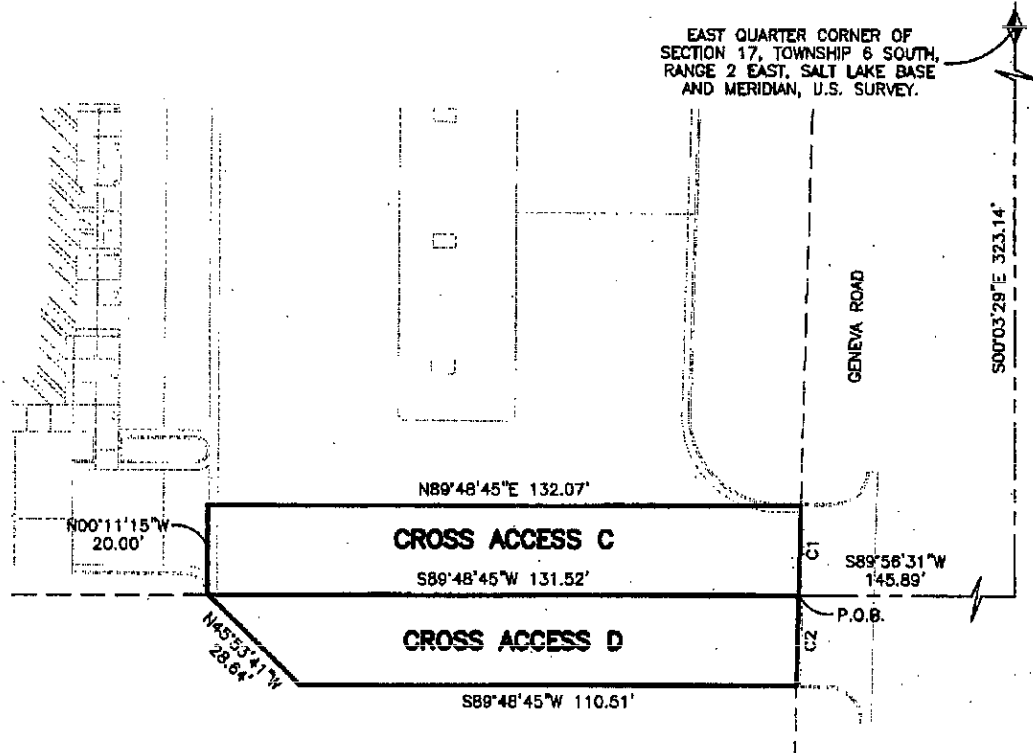


EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
CROSS ACCESS EASEMENTS
VINEYARD, UTAH COUNTY, UTAH



#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	10058.00'	20.01'	20.01'	10.00'	S01°23'51\"W	0°08'50\"
C2	10058.00'	20.01'	20.01'	10.00'	S01°17'01\"W	0°08'50\"



SCALE 1"=40'

ADVENTURE'S FIRST STOP

MAVERIK

MAVERIK, INC.
SWC OF GENEVA RD
& MILL RD
VINEYARD, UT 84058



920 CHAMBERS STREET, SUITE 14,
OGDEN, UTAH 84403
TEL: (801) 621-3100
FAX: (801) 621-2666
WWW.REEVE-CA80C.COM

LAND PLANNING • CIVIL ENGINEERING
WATER RESOURCES • SURVEYING
ARCHITECTURAL SERVICES • LANDSCAPE ARCHITECTURE

ISSUE: 01-27-15
PROJECT NO: 5799-229
CAD DWG FILE:
DRAWN BY: NKA
CHECKED BY: CC

Geneva Gateway Plat "E"

Amending Lots 1 & 2 of Geneva Gateway Plat "D"
Situate in the Southeast Quarter of Section 17,
Township 6 South, Range 2 East, Salt Lake Base and
Meridian, U.S. Survey,
Town of Vineyard, Utah County, Utah



Vicinity Map
Not to Scale

Narrative

This Survey was requested by AFCU in order to adjust the lot line between the two lots.

This Survey retraces and honors the underlying Geneva Gateway Plat "D" Subdivision and an ALTA survey completed by AWA.

A line between monuments found for East Quarter Corner and the Southeast Corner of Section 17 was assigned the bearing of North 0°03'29" West as the Basis of Bearings to retrace and honor the Subdivision.

The non-standard legal description was already of record on the previous plat.

Corners were set on the new Lot line.

Plat Notes

- 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.
- The installation of improvements shall conform to all city standards, regulations, and ordinances.
- Building permits will not be issued until all improvements have been installed and accepted by the city in writing or bonded for.
- No building permits shall be issued until all impact and connection fees are paid in full per city regulations in effect at the time of building permit issuance.
- No city maintenance shall be provided for streets designated as "private" on this plat.
- Driveways and lot access shall be limited to interior local subdivision streets only.
- Drainage shall not cross property lines. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility.
- Vineyard accepts no responsibility for any damage caused by ground water flooding.
- All building and development shall be in conformance with the vineyard zoning ordinance.

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 the rights and duties described therein.
- Pursuant to Utah Code Ann. 17-27A603(4)(I) 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 this development. This approval does not affect any right that Rocky Mountain Power has under:
 - A recorded easement or right-of-way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8A, damage to underground facilities or
 - any other provision of law

Dominion Energy

Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this 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 Dominion's Right-of-Way department at 1-800-366-6532.

Rocky Mountain Power

Date: _____

Dominion Energy

Date: _____

Surveyor's Certificate

I, Bruce D. Pimper do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 362256 as prescribed under laws of the State of Utah. 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, and have subdivided said tract of land into 2 Lots, streets and easements and that the same is shown on this plat. I further certify that all lots have been correctly surveyed and staked on the ground, meet frontage width and area requirements of the applicable zoning ordinances.

Record Description

A parcel of land located in the Southeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, Vineyard, Utah, said parcel being more particularly described as follows:

Beginning at the East Quarter Corner of said Section 17; thence South 0°03'29" East along the Section line a distance of 31.58 feet; thence West a distance of 388.32 feet to a point on the West Right-of-Way of Geneva Road (State Road 114) said point also being the real point of beginning;

Thence South 0°21'40" West a distance of 218.44 feet to a point of curvature of a 875.41 foot radius non-tangent curve to the right; thence Northwesterly along the arc of said curve a distance of 365.23 feet, said curve having a central angle of 23°54'16" and a chord that bears North 70°08'52" West a distance of 362.59 feet; thence North 32°53'08" East a distance of 218.57 feet to a point of curvature of a 614.00 foot radius non-tangent curve to the left; thence Southeasterly along the arc of said curve a distance of 242.08 feet, said curve having a central angle of 22°55'22" and a chord that bears South 68°28'29" East a distance of 240.51 feet to the point of beginning.

Contains: 65,789 sq. ft.
or 1.510 acres
2 Lots

PRELIMINARY

Date

Bruce D. Pimper
Utah PLS No. 362256
(See Seal Below)

Owner's Dedication

Know all men by these presents that the undersigned are the owner(s) of the above described tract of land, and hereby cause the same to be divided into Lots, parcels and streets, together with easements as set forth to be hereafter to be known as

Geneva Gateway Plat "E"

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner(s) also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

In witness whereof, we have hereunto set our hands this _____, day of _____, A.D. 20____.

America First Federal Credit Union

By: Rex Rollo

Its: Executive Vice President/Chief Financial Officer

Acknowledgment

State of

County of

On this _____ day of _____, 2017 personally appeared before me, Rex Rollo the signer of the foregoing instrument, who duly acknowledged to me that he is Executive Vice President/Chief Financial Officer of Operations of America First Federal Credit Union, and is authorized to execute the foregoing Dedication in its behalf and that he executed it in such capacity.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

Acceptance by Legislative Body

Vineyard Planning Commission Chair

Date: _____

Vineyard Attorney

Date: _____

Vineyard Engineer

Date: _____

City Manager

Date: _____

Clerk/Recorder

Date: _____

Geneva Gateway Plat "E"

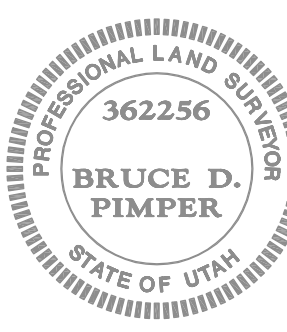
Amending Lots 1 & 2 of Geneva Gateway Plat "D"

Situate in the Southeast Quarter of Section 17,
Township 6 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey,
Town of Vineyard, Utah County, Utah

SURVEYOR'S SEAL

CLERK-RECORDER SEAL

UTAH COUNTY RECORDER



MEMO

DATE: 04.10.18

TO: Eric Malmberg, AWA Engineering
FROM: Cynthia Bithell, Prescott Muir Architects
PROJECT: Vineyard Starbucks
RE: DRC Comments

I appreciate the opportunity to provide a description of the architectural features proposed for the new Starbucks in Vineyard City. Our team is proposing a material palette of (3) diverse materials including EIFs, Masonry Block Veneer and Composite Wood Veneer. Together these (3) materials provide visual variety in the form of color and texture. Accenting the main materials are painted steel canopies and a large area of windows.

In response to the building's site and small scale, we chose to include the most variation of materials at the building's facade facing Mill Road which provides a visual hierarchy to the building's main entry and public outdoor seating area. In contrast to the strong visual entry, we provide subtle variations to the sides of the building that are not visible to the public right of way and are not a main point of entry. These surfaces are a single color of EIFs with a wainscot of Masonry Stone Veneer. The EIFs walls have recessed portions which provide a change in wall plane and create shadow lines below the projections. Furthermore, the areas of recessed EIFs will be finished with a smooth texture while the non-recessed EIFs will be finished with a rough texture. Visually, the changes in wall plane and textures will add depth and provide a gradation in color as the two textures reflect light differently resulting in a subtle change of materiality.

In its entirety, the proposed design gives a strong sense of entry and visual interest from the main approach and is accented with the subtle changes in properties of a monochrome material.

Home Occupation Zoning Ordinance

The following regulations are established to provide minimum standards for the establishment and operation of home occupations.

1. Purpose and Intent

- a. To encourage the majority of business activities to be conducted in appropriate commercial zones. Business activities may be conducted within a residence on a limited basis if such activities comply with standards of this ordinance.
The use should be conducted so that neighbors, under normal conditions, would not be aware of its existence. Home occupations are a temporary privilege which can be revoked if disruption of the residential neighborhood occurs.

2. Definition

- a. The use of a residential dwelling for commercial activities; these activities must be clearly secondary to the primary residential use.

3. Home Occupation, Without Impact

- a. A home occupation that only involves persons and related persons working on the premises or routinely operating from the premises who are permanent residents of the dwelling and where no customers are permitted.
- b. Business include non-impacting uses such as home-based office, clerical work, sales and crafting.

4. Home Occupation, With Impact

- a. A home occupation that involves the permanent resident(s) of the dwelling with a maximum of one (1) non-resident working on the premises at any point in time, and where customers are received.
- b. Is limited to only one (1) customer at a time and by appointment only.
- c. Visitors in conjunction with the home occupation shall be permitted only between the hours of 8.00 a.m. and 8.00 p.m.
- d. Permitted activities include, but are not necessarily limited to the following:
 - i. Personal services, crafting, home cooking and sales.
 - ii. Music lessons, tutoring and general education instruction.

5. Home Occupation, Day Care

- a. As defined in the Vineyard Zoning Code Section 15.60.020 Definitions "Home Day Care" and must meet the following requirements:
 - i. The daycare service provider may have only one (1) non-resident employee.
 - ii. Daycare program shall be permitted only between the hours of 8:00 a.m. and 8.00 p.m.

6. Home Occupation, Preschool

- a. As defined in the Vineyard Zoning Code 15.60.020 Definitions “Home Preschool” and must meet the following requirements:
 - i. Only a maximum of two (2) sessions is permitted per day
 - ii. Preschool program shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m.

7. The following uses and activities shall not be permitted in conjunction with a Home Occupation:

- a. Veterinarian office, kennel or any similar animal services; medical practitioners; outdoor storage or use of accessory structures.

8. The following conditions apply to all Home Occupation types:

- a. Incidental/Secondary – The home occupation must be clearly incidental and secondary to the principal use as a residence by the person conducting the occupation.
- b. Exterior – No home occupation shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. A salesroom or display window is prohibited.
- c. Storage – All equipment, supplies and materials used in business must be stored inside the home.
- d. Outdoor Activity – All home occupation activity shall be carried out within the home and shall not be observable by the general public from the street in front of the residence. Garage doors shall remain closed while business activity is conducted therein.
- e. Parking – Clearly marked driveway dimensions (or a scaled site plan) showing a total of four (4) parking spaces onsite, with a dimension of 8' wide by 18' deep each. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view.
- f. Nuisances – No machinery or equipment shall be permitted that produces noise, noxious odor, vibration, glare, electrical interference or radio or electromagnetic interference beyond the boundary of the property. Only general types and sizes of machinery that are typically found in dwellings for hobby or domestic purposes shall be permitted.
- g. Signs – There shall be no use of show windows, business display or advertising visible from outside the premises except a name plate attached to an exterior door that does not exceed one (1) square foot.

- h. Off-Site Employees – Any home occupation may utilize employees to work off site. The off-site employee, volunteer, hiree, or any other person engaged with the home occupation shall not come to the home for purposes related to the Home Occupation Business License.
- i. Multiple Home Business Licenses – More than one home business license may be issued for a residence, provided, that the home businesses or the accumulative effects of the home businesses do not violate the Zoning Ordinance for Home Occupation.
- j. Floor Area – The home occupation shall be conducted completely indoors. The total amount of floor area used for a home occupation shall not be greater than 25% of the total floor area of the principal dwelling unit including attached garages.

9. Application

- a. The following items shall be submitted to the city business licensing office in applying for a home occupation business license under:
 - b. Home Occupation, Without Impact
 - c. Home Occupation, With Impact
 - d. Home Occupation, Day care
 - e. Home Occupation, Preschool
 - i. Application forms as provided by the city and the associated fee as listed in the fee schedule.
 - ii. Description of the nature of the home occupation and information as requested in the application.
 - iii. Sketch of the site plan of the property and the floor plan of the dwelling and the area to be devoted to the home occupation (with impact, daycare, preschool) with dimensions and area calculations.
 - iv. List of materials and equipment to be used.
 - v. Hours of operation and the number of customers, vehicle trips and deliveries to be made each day.
 - vi. Other government approvals required for conducting the home occupation.
 - vii. Proposed remodeling needed to conduct the home occupation and whether a city building permit will be required.
 - viii. Signed affidavit by the applicant that all requirements and conditions of the city will be followed.

PURPOSE AND INTENT

The purpose of this sign ordinance is to preserve and protect the health, safety and general welfare of city residents and businesses by regulating the design, materials, size, number and location of signs and:

1. Provide each sign user an opportunity for effective identification by regulating the time, place, and manner under which each sign be displayed.
2. To encourage well-designed signs that contribute in a positive way to the city's visual environment and help maintain an image of quality for the city.
3. To support the goals and policies of the Vineyard General Plan
4. To establish a process for the review and approval of a sign permit application.

GENERAL

Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign without complying with the applicable terms and provisions of this section.

Sign Permit Required: Prior to erecting, construction, placement, relocation, alteration, and/or modification of any permanent sign, a sign permit shall be obtained from the city except as exempted in **section XX**. Such application for sign permit shall be subject to standards, procedures and other requirements of this section.

Permit Exemptions: The following items are exempt from permit requirements but shall conform to the specifications of this chapter and sign definitions listed in **chapter XX**:

1. Official Signs, signs of a noncommercial nature and in the public interest, erected by, or on the order of, a public officer (e.g., danger signs, public notices, safety signs, traffic and directional signs, trespassing signs etc.)
2. Incidental signs
3. Standard sign maintenance
4. Non-illuminated directional signs that do not include directions to commercial establishments and do not exceed three (3') feet in height and six (6) square feet in area.
5. Temporary decorations, displays or banners celebrating the occasion of recognized patriotic, religious or local holidays or events.
6. Interior signs that are not visible or intended to be visible
7. Site address. Limited to two (2) for each street address. Individual numbers and letters shall have a minimum height of four (4) inches and width of two (2) inches and shall not exceed a height of eight (8) inches for residential uses and 24 inches for nonresidential uses.
8. Flags
9. Temporary signs, that are non-illuminated and do not to exceed four (4) square feet.

10. Window Signs, shall not occupy more than 25% of the total area of a single window surface. Any sign located inside of a building within 3 feet of an exterior window shall be counted as a window sign. Window signs are not included in the total allowed signage.

Permit Application Process

1. Except as otherwise noted in this chapter, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the city without first obtaining a permit. In addition, electrical permits are required for electrical signs.
2. A sign permit application shall be submitted to the city planner. The application shall contain:
 - a. The location of the sign on building or premises
 - b. The number of proposed signs
 - c. Plans and specifications
 - d. All plans shall show complete details to include size, materials, colors, method of support or attachment
3. Prior to acceptance of any sign permit application, the city shall collect a plan review fee in accordance with a fee schedule established by the city council
4. Prior to issuance of any sign permit application, the city shall collect permit fees in accordance with a fee schedule established by the city council.
5. If installation of a sign has not commenced under any permit issued under the provision of this chapter within one hundred eighty (180) days from the date of such permit, or upon completion of building, such permit shall become null and void.
6. All signs for which a permit is required shall be subject to the following inspections:
 - a. Footing inspection on all freestanding signs exceeding six (6') feet in height
 - b. Inspection of all braces, anchors, supports, and connections, including wall signs
 - c. All signs containing electrical wiring shall be subject to the city's adopted electrical code; all electrical components shall bear the label of an approved testing agency.
 - d. Site inspection to ensure that the sign has been constructed according to the approved application and valid sign permit.
7. All temporary signs requiring permits shall be marked with the approved permit number and expiration date.
 - a. Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety.

Comprehensive Sign Plans

1. Purpose: to ensure design compatibility between all signage on a master planned site
2. A comprehensive sign plan must be submitted by any applicant proposing to develop or redevelop a project with the city and shall be considered a required component of any preliminary site plan application. The densities, height, and sign area for all signage shown within the comprehensive sign plan shall be in conformance with the requirements of this chapter.

3. A comprehensive sign plan must be approved prior to or in conjunction with a preliminary site plan for any given project. Amendments to an approved comprehensive sign plan which meet all requirements of this chapter shall be approved administratively.
4. A comprehensive sign plan shall, at a minimum, include the following items:
 - a. Authorization from property owner
 - b. A statement of design indicating how the proposal meets city requirements for continuity and design. The applicant shall identify common themes along with a limited set of colors, materials, illumination methods, and fonts which complement the proposed building architecture.
 - c. A site plan identifying the location of all freestanding signs associated with the project.
 - d. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and ground plane treatment for all proposed freestanding signs.
 - e. Building elevations/details denoting the areas designated for wall mounted signage
 - f. Typical elevations/details, in color, showing the materials, colors, fonts, method of mounting, and method of illumination for a typical wall mounted sign. If multiple letter types are proposed, the sign plan shall include a detail for each possible type.
 - g. Any additional materials required by the city planner or authorized designee.

Nonconforming Signs

1. Reasonable repair and maintenance of nonconforming signs shall be allowed. In the event a nonconforming sign is damaged or vandalized, the nonconforming sign must be restored to its previous condition within six (6) months or the nonconforming status of the sign shall be forfeited.
2. If any entity that utilizes nonconforming signs ceases operation for a period of one (1) year, the nonconforming status of the sign shall be forfeited.
3. Not later than six (6) months after forfeiture of nonconforming status, such nonconforming signs shall be removed at the property owner's expense. Any forfeited nonconforming sign not removed within this six (6) month period shall be considered an abandoned sign for the purpose of enforcement.

Prohibited Signs

1. Signs located within any public street, right of way, or other public property, except as allowed in this title.
2. Any sign located so as to conflict with the clear visibility of public devices controlling traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
3. Any sign which is not specifically permitted in this chapter.
4. Signs which bear or contain statements, words, symbols, images or depictions that are obscene or indecent as to minors as those terms are defined in the U.S.C.

5. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right of way, or other public property.
6. Any inflatable object used for promotional or sign purposes.
7. Billboards, pylon signs, off-premise signs
8. Pole signs
9. Portable/A-frame signs
10. Abandoned signs
11. Signs emitting sound
12. Wall mounted cabinet signs
13. Bench signs
14. Vehicle signs, does not include the use of business logos, identification or advertising on vehicles primarily and actively used for business purposed and/or personal transportation.
15. Roof signs

General: The following shall apply to all signs proposed in all zoning districts

Measurement of Sign Area

1. Single-faced sign
 - a. For signs having a distinct border or boundary, the sign area shall be calculated by multiplying the length times the width of the entire surface contained within the border, boundary, sign board, or sign face.
 - b. For signs with no distinct border or boundary, the sign area shall be calculated by computing the area of a simple rectilinear figure consisting of not more than eight perpendicular lines that contain all of the writing, representations, emblems, logos, or other display elements of the sign.
2. Double-faced sign
 - a. For signs with two (2) identical faces, arranged back to back in parallel planes, and where the sign faces are separated by no more than thirty-six (36) inches, the sign area shall be calculated for one side only.
3. Multi-faced sign
 - a. For a sign with more than one face, the area shall be calculated by adding together the area of all sign faces visible from any point.

Measurement of Sign Height

1. Sign height shall be measured as the distance from the highest portion of the sign to the finished grade of the street closest to the sign.
2. Clearance for projecting signs shall be measured as the smallest vertical distance between finished grand and the lowest point of the sign, including any framework or other structural elements.

Sight Triangle

1. No sign or sign structure shall obstruct traffic by obscuring the vision of motorist. A minimum sign distance triangle of 30 feet shall be maintained at all street and driveway intersections; larger sign distance triangles may be deemed necessary by the City Engineer.

Sign Location

1. No permanent signs shall be placed within the public right-of-way or within an easement.
2. No sign shall be attached to any street post, street sign or other structures within the public right-of-way except where allowed.
3. No sign may occupy a sight triangle.
4. No permanent sign or sign structure shall be located within five (5) feet of a property line.
5. No sign shall be placed in such a position as to endanger pedestrian, bicyclists, or traffic on street by obscuring the view or by interfering with official street signs or signals by virtue of position or color.
6. On any property where permission to erect and maintain the sign has not been given by the owner or lease

Sign Illumination

The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:

1. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign
2. Signs shall not have exposed fluorescent tubes or incandescent bulbs
3. Light sources shall be full cut-off and down casted.
4. Internally illuminated signs shall have opaque face panels so that only the letters, logos, numbers or symbols appear illuminated
5. Internally illuminated signs visible from any residential zoning district shall not be illuminated between the hours of 11:00 p.m. and 6:00 a.m. unless they identify an establishment open for business during those hours.
6. Electrical raceways and conduits shall be placed so that they are not within public view, not exceed the sign copy, and shall be painted the same colors as the wall surface.
7. Signs with electrical components shall be constructed, inspected and approved by the Building Department
8. Awnings with back-lit text or graphics are not allowed
9. For residential districts, the lighting shall not exceed one-foot candle.

Regulations based on Sign Type

Freestanding Signs

1. All permanent freestanding signs shall be situated perpendicular to the street.
2. All permanent freestanding signs shall be of monument style only and shall complement the site architecture.
3. Landscaping shall be provided at the base of all permanent free standing signage.

Drive- Thru Menu Boards

1. Where drive-thru uses are allowed, drive-thru menu board signs are permitted
2. Only one (1) preview menu board and one (1) ordering menu board is allowed per drive-thru business. Such signs may be freestanding or wall-mounted.
3. Maximum area for each sign shall not exceed 32 SF and 6 FT in height.

Changeable Copy Sign

1. Changeable Copy signs shall have static displays that shall not change more than once every eight (8) seconds. Animation or special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted.
2. Shall not increase the brightness level by more than 0.3-foot candles over ambient brightness levels.
3. Changeable Copy signs which incorporate electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

Wall Signs

1. Signs shall consist of individual letter only and may be either internally or externally illuminated
2. Excluding vertically integrated mixed-use buildings which contain retail uses on the ground floor, buildings excess of two stories shall be allowed only one (1) wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite.

Awning Signs

1. Logos, symbols and graphics that do not include text may be allowed on the shed (slope) portion of an awning and shall not exceed 4 square feet in area for each awning
2. Lettering shall be located within the middle 70% of the valance area
3. Awnings shall not be lit from under the awning (back-lit) so that the awning appears internally illuminated
4. Awnings shall be regularly cleaned and kept free of dust and visible defects

Projecting Sign

1. Shall not be less than 8 feet above the surface over which they project in pedestrian areas
2. Shall not project into alley more than 3 feet and shall not be less than 14 feet above the alley surface where vehicles are allowed
3. Internally illuminated projecting signs shall have opaque face panels so that only the letters, logos, numbers or symbols appear illuminated.
4. Shall not be closer than 15 feet to another projecting sign or a freestanding sign or 5 feet from an interior property line or a line dividing 2 separate business frontages
5. May not project above the roof.

Flags:

1. Location. Flags and flagpoles shall not be located within any right of way.
2. Height. Flagpoles shall have a maximum height of 35 ft for residential and 50 feet for commercial.
3. Number. No more than two (2) flags per lot in residential districts, no more than three (3) flags per lot in all other districts.
4. Size. Maximum flag size is 24 sq. ft. in residential districts, 35 sq. ft. in all other districts.

Temporary Sign Standards

1. Placement of signs
 - a. Signs are allowed on private property only. Signs shall not be placed in the public rights-of-way.
 - b. Signs may be placed only in locations where permanent signs are allowed
 - c. Signs shall not be attached to permanent signs or temporary structures
2. Temporary Signs shall not be illuminated
3. Signs shall be constructed of durable, rigid material suitable to their location and purpose. Only interior window signs may be made of non-rigid (e.g. paper) material
4. The date the sign was erected shall be put on the sign.
5. Temporary signs and their components shall be promptly removed at the date of expiration.

Definitions

Abandoned Sign: A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 180 days.

Address Sign: A sign that designates the street number and/or street name for identification purposes.

Animated Sign: A sign depicting action, motion, or light or color changes through electrical or mechanical means. **Prohibited.**

Awning: A cloth, plastic, or other nonstructural covering that projects from a wall for the purpose of shielding a doorway or window. An awning is either permanently attached to a building or can raised or retracted to a position against the building when not in use.

Awning Sign: Any sign painted on, or applied to, an awning.

Banner: A temporary sign made of fabric, plastic, or other light, pliable, weather-resistant materials not enclosed in a rigid frame.

Building Façade: The exterior elevation of a building structure excluding any porches, overhangs, covered walkways, drive thru covers or similar appendages.

Cabinet Sign: A sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be illuminated. **Prohibited.**

Canopy: A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

Canopy Sign: Any sign that is part of or attached to a canopy.

Changeable Copy Sign: A sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means, or manually through placement of letters or symbols on a panel mounted in or on a track system.

Channel Letters: Three-dimensional, individually cut letters or figures, illuminated or unilluminated, affixed to a structure.

Commercial Center: Means a commercial development under unified control consisting of four or more separate commercial establishments sharing a common building, or which are in separate buildings that share a common entranceway or parking area.

Contractor or Construction Sign: A temporary sign that states the name of the developer and contractor(s) working on the site and any related engineering, architectural, or financial firms involved with the project.

Directional Sign: An on-site sign that is designed to direct pedestrian and vehicular traffic into and out of, or within a site.

Directory Sign: A **wall** sign listing the tenants of a multiple tenant structure or center.

Drive-thru Menu Board: A freestanding sign that lists the products and prices of products for items available at drive-thru facilities, often containing a two way communication device used by customers to place an order.

Embellishment: Anything that enhances the appearance of a freestanding sign without having a functional purpose. For the purpose of this ordinance, embellishment may not include any symbol, representation, logo, insignia, illustration, or other form of advertising message for any business on site. It may contain the name and/or symbol, representation, logo, or insignia of a master planned shopping center, office park, commerce park, or other master planned multi-tenant development.

Event Sign: Any temporary sign for a temporary event, including, signs for a carnival or fair, for an athletic event or competition, for a vehicle show, or for an election campaign, but not including those signs which are otherwise differentiated in this Chapter.

External Illumination: The lighting of an object from a light source located a distance from the object.

Flag: Any fabric or other flexible material designed to be flown from a flagpole or similar device.

Flashing Sign: A sign that contains an intermittent or sequential flashing light source. **Prohibited**

Freestanding Sign: A sign supported entirely by a base structure that is permanently affixed to the ground and is not mounted on a pole or supported by or attached to a building.

Future Development Sign: A temporary sign which provides information about the future development of a property and may include a depiction of an approved site plan, approved building elevations, as well as contact information for parties involved in the project.

Future Tenant Sign: A temporary sign that identifies the names of future businesses that will occupy a site or structure.

Gas Station Canopy Sign: Any sign that is part of, or attached to, the vertical sides of the gas station canopy roof structure. For the purposes of this ordinance, gas station canopy signs shall be considered wall signs.

Grand Opening Sign: A temporary sign used to indicate the opening of a new business or residential community.

Government/Regulatory Sign: Any sign for the control of traffic or for identification purposes, street signs, warning signs, railroad crossing signs, and sign of public service companies indicating danger or construction, which are erected by or at the order of a public officer.

Illegal Sign: Any sign which does not meet at least one of the following conditions:

- 1) A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;
- 2) An abandoned sign that has not been removed within the time period specified by this chapter;
- 3) A sign that was legally erected, but which later became nonconforming and then was damaged to the extent of 50 percent or more of its replacement value;
- 4) A sign that is a danger to the public or is unsafe; or
- 5) A sign that pertains to a specific event that has not been removed within the specified time after the occurrence of the event.

Inflatable Sign: A sign that is blown up with air or gas. **Prohibited**

Incidental Sign: A sign displays general site information, instructions, directives, or restrictions that are primarily oriented to pedestrians and motor vehicle operators who have entered a property from a public street. These signs shall not contain any commercial advertising.

Incidental Window Sign: Signs display in the window displaying information such as the business' hours of operation, credit institutions accepted, commercial and civic affiliations, and similar information. These signs shall be informational only and shall not contain a commercial message.

Internally Illuminated Sign: A sign whose light source is located in the interior of the sign so that the sign content is visible at night by means of light being transmitted through a translucent material, but for which the source of illumination is not visible.

Maintenance: The replacing or repairing of a part or portion of a sign made unusable by ordinary wear and tear or by damage beyond the control of the sign's owner.

Master Planned Development: A self-contained development under unified ownership, often with a mixture of land uses, planned and developed as a whole in a single phase or programmed in a determined series of phases, and in which subdivisions and zoning controls are applied to the project as a whole rather than to individual lots.

Monument Sign: A freestanding sign where the entire supporting base of the sign is affixed to the ground and is not attached to or supported by a building.

Multi-Tenant Sign: A freestanding sign used to advertise businesses that share either the same parcel or structure and use common access and parking facilities. **OR** a freestanding sign that serves as a common collective identification for two (2) or more uses on the same site.

Multi-Tenant Non-Residential Development: A development site whereupon a number of separate commercial and/or employment activities are located and in which there are appurtenant shared facilities, such as parking and pedestrian walkways. Distinguishing characteristics of a multi-tenant non-residential development may, but need not, include common ownership of the real property upon which the development is located, common wall construction, and multiple-

occupant commercial use of a single structure. To include shopping centers, office parks, and commerce parks.

Neon Sign: A sign illuminated by a neon tube, or other visible light-emanating gas tube, that is bent to form letters, symbols, or other graphics.

Noncommercial Sign: A sign designed to express a political, religious, or other ideological sentiment that does not advertise a product or service and is also not an event sign.

Nonconforming Sign: An advertising structure or sign which was lawfully erected and maintained in compliance with the requirements in effect at the time, and which has subsequently come under new amended requirements and does not now completely comply.

Off-Premises Sign: A sign whose message directs attention to a specific business, product, service, event or activity not located on the premises upon which the sign is located. **Prohibited**

Open House Sign: A temporary sign used to advertise the sale of a house.

Pennant: A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind. **Prohibited**

Permanent Sign: A sign that is intended to be and is so constructed as to be lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position.

Pole Sign: A freestanding sign where the width of the top of the sign structure is over on hundred twenty (120) percent wider than the width of the base.

Portable Sign: A sign designed to be transported or moved and not permanently attached to the ground, a building or other structure.

Primary Building Elevation: The side of a commercial, office, or industrial building or tenant suite that contains the main entrance. In instances where there is no singular main entrance, the primary elevation shall be the building's most significant side as determined by the Planner.

Projecting Sign: A sign, other than a wall sign, that is suspended from or supported by a structure attached to a building and projecting outward from the building.

Raceways: for electrical signs, the enclosure that holds sign elements, which may also be the structural element that is mounted on a wall or other support element.

Real Estate Sign: A temporary sign indicating the availability for sale, rent, or lease of a specific parcel, building, or portion of a building, along with contact information for the associated property owner or real estate broker.

Roof Sign: A building-mounted sign erected upon, against, or over the roof of a building. **Prohibited**

Sign: Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbol, numbers or letters for the purpose of communicating a message. Sign includes the sign faces as well as any sign supporting structure.

Sign Area: The total dimensions of a sign surface used to display information, messages, advertising, logos, or symbols.

Sign Height: Sign height shall be measured as the distance from the highest portion of the sign to the mean finished grade of the street closest to the sign. See Figures XX

Sign Structure: Poles, posts, walls, frames, brackets, or other supports holding a sign in place.

Street Frontage: The side or sides of a lot abutting on a public street or right-of-way.

Temporary Sign: A sign intended and designed to be displayed for a limited period of time.

Vehicle Sign: A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign: A sign that is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

Window Sign: A sign that is applied, painted, or affixed to the interior or exterior of a window, or any sign located inside a building within three (3) feet of the interior side of the window and displayed so as to attract the attention of persons outside the building.

Sign Types	Max. Area/Size	Max. Height	Setback/Location	Max. Number	Special Provisions
OS, A-1, and residential districts					
Monument	25 SF	5 Feet	30' clear zone shall be maintained per any street corner, curb cut out or driveway, measured from the nearest edge of the driving surface	1 per pedestrian or vehicular entrance	Places of worship and private school located within residential districts shall be permitted 1 sign that meets these requirements
Wall	6 SF	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type		1 per pedestrian or vehicular entrance	
Temporary	4 SF	3 Feet	Shall be located on private property and shall not encroach into the public right of way.	2 per lot	Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year.
BP, FOI, M, I, RC, RMU, FMU					
Monument (single tenant)	40 SF	6 Feet	5 feet from property line and out of any site visibility lines	1 sign for single users. 2 signs for properties with frontage	May extend no more than 20% over the allowed height for the purpose

				on 2 arterial streets.	of architectural embellishment. No commercial content may extend into embellishment.
Monument (Multi-tenant)	80 SF	10 Feet	5 feet from property line and out of any site visibility line	1 per each street frontage. Properties with 800 FT or more frontage shall be permitted 1 sign per every 400 feet of frontage.	For larger multi-tenant signs a CUP is required.
Wall	1 SF per every 3 linear feet of street frontage not to exceed 60 SF	Minimum 8' above finished grad Shall not extend above the lowest portion of a parapet wall, or above line/fascia of any roof type.	Located within the middle 80% of the building frontage, measured from lease line to lease line.	1 per street frontage, maximum 2.	Shall not project more than 15 inches from the wall. If sign projects less than 3 inches from wall, the 8' foot height requirement need not be met but may not be lower than the lowest point of any window.
Awning	50% of the awning	8' minimum clearance to grade required for the lowest portion of the awning.	Street fronting face of the awning		
Projecting	No maximum area for sign type	Maximum 8' sign length, minimum 8' clearance to grade required for the lowest		1 per storefront entrance	Shall not project further than 3' from the building

		portion of the projecting sign. The top of the sign shall be located below the windows on the second-floor building			
Window	Shall not occupy more than 25% of the total area of a single window surface				Any sign located inside of a building within 3' of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited.
Temporary	30 SF Window: 25%	Freestanding: 8ft. Shall not extend above the second story of the building the sign is displayed on. Shall maintain at least 8' from grade to bottom of sign.	Shall be located on private property and not encroach into the public right of way.	2 Per lot	Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year.