



WHEN RECORDED, RETURN TO:

c/o Dakota Pacific
Attn: Scott Swallow
299 S Main St., Ste. 2450
Salt Lake City, UT 84111

ENT 23469 2024 PG 1 of 33
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Apr 11 02:55 PM FEE 40.00 BY KR
RECORDED FOR VINEYARD CITY

**DEVELOPMENT AGREEMENT
FOR
THE FORGE**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and Cottonwood Geneva LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

- A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns the Property.
- C. The Property is located within the boundaries of Vineyard City, Utah.
- D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.
- E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.
- F. Developer has prepared that certain Land Use Map for the Property, which is attached hereto as Exhibit B.
- G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.
- H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.
- I. The Parties understand and intend that this DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.
- J. The City finds that this DA, the Land Use Map, the Land Uses, and the Intended Uses conform with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits: Definitions.

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, *Utah Code Ann. § 10-9a-101 (2019), et seq.*

1.2.2 **Applicant** means a person or entity submitting a Development Application.

1.2.3 **Area Median Income (AMI)** means the Provo-Orem, Utah, Metropolitan Statistical Area median income as determined annually by the Department of Housing and Urban Development.

1.2.4 **Association** means an entity that Developer may establish to operate and maintain common areas or open spaces of the Project.

1.2.5 **Budget** means the Geneva Urban Renewal Project Area Budget.

1.2.6 **Buildout** means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

1.2.7 **City** means Vineyard City, Utah, a Utah political subdivision.

1.2.8 **City Council** means the elected Vineyard City Council.

1.2.9 **City's Future Laws** means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending on the provisions of this DA.

1.2.10 **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

1.2.11 **DA** means this Development Agreement, including all of its Exhibits.

1.2.12 **Default** means a material breach of this DA as specified herein.

1.2.13 **Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or "redlines" by City staff.

1.2.14 **Developer** means Cottonwood Geneva LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.

1.2.15 **Developer's Reimbursable Expenses** means all costs incurred by Developer in developing, acquiring, or installing Project structured parking improvements as required by the Zoning, Project common area or pedestrian elements improvements, or Project open space improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.16 **Development** means the development of all or a portion of the Property pursuant

to one (1) or more approved Development Applications.

1.2.17 Development Application means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, site plans, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

1.2.18 Effective Date means the date this DA is approved by the City Council.

1.2.19 Family has the same meaning as "Family" as defined by the Vineyard City Code § 15.60.020.

1.2.20 Family Occupancy means a residential Unit occupied by one (1) Family.

1.2.21 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann. § 10-9a-603*, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.22 Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.23 Intended Uses means the use of all or portions of the Property for the Land Uses within the Land Use Areas set forth on the Land Use Map and the uses in the FMU Zoning, including, without limitation, for single-family residential (attached); multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail sales and services, and associated facilities); commercial entertainment or recreation (indoor and outdoor) or food and beverage; and all other uses approved by the City in accordance with the City's Vested Laws.

1.2.24 Land Use(s) means permitted and conditional uses within the applicable Land Use Areas set forth on Exhibit B attached hereto.

1.2.25 Land Use Areas means the portions of the Property designated for certain Land Uses according to the Land Use Map.

1.2.26 Land Use Map means the graphic depiction of the Project and the Land Use Areas attached hereto as Exhibit B attached hereto.

1.2.27 Maximum Units means the Development of Units on the Property of a maximum of one thousand seventy-five (1,075) rental or for-sale Units; however, the Maximum Units may be increased to one thousand one hundred (1,100) Units if Developer provides at least twenty-five (25) for-sale residential Units in the Project.

1.2.28 Non-Family Occupancy means a residential Unit occupied by individuals that do not meet the definition of a Family.

1.2.29 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

1.2.30 Parcel means a portion of the Property that is created by Developer for Development.

1.2.31 Party/Parties means, in the singular, either Developer or the City; in the plural, Developer and the City.

1.2.32 Plan means the Geneva Urban Renewal Project Area Plan.

1.2.33 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.34 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.35 Project Area means the Geneva Urban Renewal Area created under Title 17C of the Utah Code.

1.2.36 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.37 Property Increment means the Tax Increment generated by development within the Property and received by City's Redevelopment Agency and pursuant to an interlocal or other agreement to be executed by any applicable taxing entities in the Project Area.

1.2.38 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.39 Redevelopment Agency or Agency means the Vineyard Redevelopment Agency.

1.2.40 Regionally Significant Entertainment Anchor means an entertainment or cultural facility as part of the approximate 4.8 acre entertainment Land Use Area that serves as a prominent attraction during all seasons, draws visitors and tourists from a broader geographical area beyond its immediate locality, and has an economic or social impact on the region in which it is situated. To determine whether a proposed site plan includes a Regionally Significant Entertainment Anchor, the Planning Commission may consider the following:

- Size and Capacity: A substantial physical footprint, relative to the entertainment Land Use area, and the capacity to accommodate a large number of visitors.
- Cultural or Recreational Importance: A facility for hosting events or activities of cultural, recreational, or entertainment significance, such as sporting events, concerts, festivals, art exhibitions, or conventions.
- Regional Draw: The facility's programming and amenities are designed to attract visitors not only from the immediate local area but also from a wider regional catchment area of at least 10 miles.
- Economic Impact: The entertainment anchor shall contribute to the local and regional economy by generating revenue from the entertainment anchor and nearby businesses.

1.2.41 Subdeveloper means a person or entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.

1.2.42 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61) which is:

... the difference between:

- (i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property and each taxing entity’s current certified tax rate; and
- (ii) the amount of property tax revenue that would be generated from that same area using the base taxable value of the property and each taxing entity’s current certified tax rate.

1.2.43 Unit means a structure or any portion thereof designed and constructed for occupancy as a residence and located in one (1) or more buildings within the Project. A Dwelling Unit (as defined by the City’s Vested Laws) intended for Non-Family Occupancy and with more than three (3) bedrooms or more than six (6) occupiers is outside this definition of “Unit.”

1.2.44 Zoning means The Forge Mixed-Use District (FMU) zoning of the Property as further set forth in the City’s Vested Laws.

2. Development of the Project.

2.1 **Compliance with this DA.** The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Parcels Sold to Subdevelopers.** Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA.

2.3 **Phasing; Configuration.** Subject to Section 2.4, Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City’s Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to develop the Property in accordance with this DA and the City’s Vested Laws by submitting Development Applications locating the Intended Uses, buildings, densities of Units, open space, parking, roads and rights-of-way, and other amenities within the Land Use Areas in Developer’s discretion, but in no event shall the Final Unit Count within the Project exceed the Maximum Units or vary from the approved Land Uses in Exhibit B. Subject to approval by the Vineyard City Planning Commission, Developer may modify the Private Roadways from what is depicted in the Land Use Map to enhance connectivity throughout the Project. Developer may not adjust the Land Use Map with respect to the locations of the Land Use Areas or the general locations of open space areas that are depicted on the Land Use Map without City staff administrative approval. Open space, as referenced in this DA and as defined in the City’s Vested Laws, specifically the provisions and figure set forth in Section 2 of Exhibit D, shall be improved no later than the Development of immediately adjacent building(s), structure(s), Parcel(s); however, Developer may, in lieu of completing such immediately adjacent open space, provide the City a

bond in the amount of 110% of the estimated cost, as determined by a qualified estimator, to complete the directly adjacent open space if the Developer provides evidence that other near-term construction will affect the open space to be installed. In addition, if there is a break in continuity of pedestrian pathways within a Parcel block through undeveloped Project areas, Developer shall provide temporary means, which are reasonably acceptable to the City, for functional use of the pedestrian pathway.

2.4 Initial Phase; Phasing. Developer agrees that Development of the Project shall commence with the Initial Phase. The "Initial Phase" means the Land Use Areas identified in Exhibit E. The Initial Phase will consist generally of the Intended Uses for the Initial Phase within or accessory to commercial, multiple-family dwelling, or mixed-use buildings or structures, open space, parking, and Private Roadways. The entertainment Land Use Area, as identified on the Land Use Map, of the Initial Phase will include an Regionally Significant Entertainment Anchor (as defined above). Developer agrees to substantially complete the entertainment Land Use Area, or substantially equivalent non-residential/commercial Development square footage consistent with Zoning and its design requirements, prior to commencing construction of Units in the Project outside of the Initial Phase. Developer further agrees that the Regionally Significant Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be under construction (as evidenced by installation of concrete, steel, or other structural components) as a condition precedent to the City issuing certificates of occupancy for more than twenty-five (25) Units within the Project, and that the Regionally Significant Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be substantially complete as a condition precedent to the City issuing building permits for more than three hundred twenty-five (325) Units within the Project. Approval of the first site plan shall be conditioned upon Planning Commission approval of the Regionally Significant Entertainment Anchor through a site plan approval or other agreement wherein the parameters for Regionally Significant Entertainment Anchor, including concept design and commercial occupier(s), are documented; if the proposed Regionally Significant Entertainment Anchor comply with parameters of Section 1.2.40 of this DA, the Planning Commission shall approve the proposed Regionally Significant Entertainment Anchor. If the Planning Commission denies or otherwise fails to approve the proposed Regionally Significant Entertainment Anchor, the Planning Commission shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Planning Commission believes that the proposed Regionally Significant Entertainment Anchor is not consistent with Section 1.2.40 of this DA, and Developer may proceed under Section 7 of this DA or to immediately appeal the Planning Commission's determination regarding the proposed Regionally Significant Entertainment Anchor to the City Council.

2.5 Zoning. City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the Land Use Areas configured in the Land Use Map, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in Exhibit B, as to Intended Uses, and Exhibit C attached hereto. If there is a conflict between the Zoning and Exhibit B or Exhibit C to this DA, then Exhibit B or Exhibit C to this DA, as applicable, shall control.

2.6 Maximum Units. Subject to this Section 2, at Buildout, Developer shall be entitled to have developed Units within the Project up to the Maximum Units.

2.7 Development Standards and Design Guidelines. Exhibit D attached to this DA establishes specific development standards and design guidelines, including, without limitation, the approximate locations and design standards for the common area elements or open spaces of the Project, and shall apply to all Parcels within the Project. If there is a conflict between the Zoning and Exhibit D to this DA, then Exhibit D to this DA shall control. Common area elements or open spaces in a Parcel shall be constructed promptly after completion of any adjacent vertical construction of residential or non-residential structures in the same Parcel. Upon completion, Developer agrees to subject the portions of the Project common area or open space indicated in the Land Use Map to a public access easement, in favor of the City. The form and content of such public access easement shall be subject to each of the Parties'

reasonable approval and such public access shall be of record with the Utah County Recorder's Office. The City and Developer acknowledge that a portion of the Project common area or open space, as depicted in the Land Use Map ("External Open Space") may be located outside of the City's current municipal boundaries. Such portion of the External Open Space, if owned or controlled by Developer, shall qualify toward the open space requirement under the Zoning, and Developer agrees to subject such portion of the External Open Space to an open space deed restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with the City's Vested Laws, except as approved by the legislative body. The form and content of such restriction and covenant shall be subject to the City's reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder's Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the External Open Space within the City's municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise, if the City elects to pursue such action.

2.8 Signage. Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the City's Future Laws in effect at the time of submission of the applicable Development Application which are not more restrictive to the Project under the City's Vested Laws, or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

2.9 Short Term Residential Lease. If the City enacts an amendment to the Zoning or City's Vested Laws allowing for the use of the Units as short-term rentals, also known as short-term residential lease, as a permitted use, then Developer may convert any Unit to short-term rentals, also known as short-term residential lease, subject to and in accordance with any such City's Future Laws.

2.10 Roadway and Parking Improvements. Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity and development of the Project, and parking improvements as required by the Zoning. All amounts expended by Developer for the structured parking improvements as required by the Zoning shall be classified as Developer's Reimbursable Expenses and may be reimbursed to Developer by revenues generated by the Project Area as described in Section 4 below.

2.11 Rescission Option. It is anticipated that vertical construction within the Project will begin no later than July 31, 2025. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 2026 ("Outside Date"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

2.12 Maximum Occupancy.

2.12.1 Building Occupancy Agreement. Prior to the issuance of a building permit for any Multiple-Family Dwelling (as defined in the City's Vested Laws) within the Project, the Developer and City shall execute a "Building Occupancy Agreement" for each Multiple-Family Dwelling structure included in the Development Application. A Building Occupancy Agreement shall: (i) specify the number of residential Units by Unit type, including the number of bedrooms; (ii) will specify the maximum

occupancy associated with each Unit type, based on Family Occupancy or Non-Family Occupancy; (iii) for Non-Family Occupancy, specify an allowed number for single occupiers; (iv) require the owner of the applicable Parcel to include in the tenant leases a provision requiring residential Unit tenants to comply with the maximum occupancy requirements of the Building Occupancy Agreement; (v) require the owner of the applicable Parcel to investigate complaints regarding occupancy under the Building Occupancy Agreement and enforce the maximum allowed occupancy under the Building Occupancy Agreement; (vi) require the owner of the applicable Parcel to monitor occupancy under the Building Occupancy Agreement and perform an audit of occupancy at least annually; (vii) be recorded with the Utah County Recorder's Office as a restriction and covenant running with title to the applicable Parcel; (viii) reserve to the City all rights available under City's Vested Laws and City's Future Laws to enforce occupancy limits; and (ix) otherwise be in form and substance reasonably acceptable to the Parties.

2.12.2 Notice to Tenants. Prior to the issuance of a certificate of occupancy for each Multiple-Family Dwelling, a notice must be placed on the electrical box of each Unit within such Multiple-Family Dwelling indicating the maximum allowable occupancy for such Unit based on the applicable Building Occupancy Agreement. This notice must be a six (6) by six (6) inch metal or plastic plate that is permanently attached to the Unit electrical box with minimum one-half (1/2) inch engraved letters stating the occupancy limit.

2.13 Parking.

2.13.1 Parking Management. The Developer shall submit to construct and maintain all Project parking in accordance with a City-approved parking management plan, which shall be approved by the City Planning Commission no later than the approval of the Development Application for the first site plan containing residential Units. The parking management plan shall include provisions for administration of the Project parking, including, without limitation, parking space allotment and usage monitoring, shared parking provisions, security provided, towing and enforcement plan, and signage delineating parking requirements. The Parking Plan will limit private road on-street parking to permit or a limited parking duration during specified times. All parking shall be actively managed in accordance with the parking management plan. Developer will record the approved parking management plan as a covenant against the Property. Developer shall incorporate the parking requirements and parking management plan into the Covenants, Conditions, and Restrictions such that the future property owners Association that manages the Development shall be responsible for monitoring and enforcing compliance with the parking management plan throughout the Development and shall have remedies to cure deficiencies permitted by the parking management plan and by law, including, without limitation, self-performing and self-cure of deficiencies. The parking management plan shall include provisions on signage, enforcement, and data management. The parking management plan shall ensure the protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan, and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing, and data subject rights.

2.13.2 Parking Study. The parking requirements set forth in Section 4.08.10.a of the Zoning, as modified by this DA, may be modified for future Development as provided in this Section 2.13.2. A parking study shall be submitted with the first Development Application after the completion of all improvements within the Initial Phase. Developer, in its discretion, may also submit a parking study to the City for its reasonable approval at any time. Each parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies (a "parking expert"). The parking expert and the criteria for the parking study shall be established jointly in good faith by the City and the Developer. If the City and the Developer cannot agree on a parking expert or the criteria for the parking study, then the dispute shall be resolved as follows: the City and the Developer shall each nominate a parking expert within thirty (30) days from the date of a request for a parking study. The two parking experts shall consult and select a third parking expert to conduct the parking study. The selected parking expert shall conduct the parking study using criteria he or she develops following consultation with the City and the

Developer, which parking study shall be used to establish new parking requirements. To avoid the need to re-select a parking expert, the parking expert agreed upon by the Parties shall continue to function in the capacity as parking expert hereunder and the process of selecting a parking expert shall not occur more frequently than at seven-year intervals unless the previously employed parking expert is unable to function in such capacity. If the parking study reveals a shortage of parking, pursuant to the provisions of Section 4.08.10.a of the Zoning, within the Project as a result of the subject Development Application, Developer shall submit a plan, or an amended parking management plan, that demonstrates how the proposed parking required by the subject Development Application will comply with Section 4.08.10.a of the Zoning.

2.14 Affordable Housing Requirements. The Project shall be constructed to comply with the following affordable housing requirements. Developer shall construct, allocate, and regulate affordable/workforce housing in accordance with this Development Agreement. Each affordable housing Unit constructed within the Project shall be subjected to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the affordable housing Units are in compliance with this DA and remain affordable to those employed in the area for a period equal to the reimbursement period for the Property Increment set forth in the participation agreement between Developer and the Redevelopment Agency, as contemplated in Section 4.1 below. Below are the standards the Developer shall use for satisfying its obligation to provide affordable/workforce housing:

2.14.1 Up to twenty-one (21) for-rent or for-sale affordable housing Units (“AHU’s”) based on the final number of residential Units constructed within the Project.

2.14.2 The AHU’s shall be delivered with each phase of Development that includes residential Units at a ratio of no less than one (1) AHU per fifty (50) market rate Units; however, the Parties may agree on a different delivery schedule.

2.14.3 All AHU’s shall be rented or sold to households earning 60% AMI or below.

2.14.4 Each of the AHUs constructed within the Project shall be subject to restrictions in a housing agreement, executed by and between Developer and the City or other housing authority, in a form reasonably agreed to by the parties thereto, to ensure that the AHUs are in compliance with this DA and remain affordable to those employed in the area for the period set forth above unless a particular AHU or set of AHUs is financed with public financing in which case the term shall continue through the end of the repayment period or as otherwise required by the source of the public financing revenues used to build the identified AHUs, and containing the following minimum terms: identifying the form of deed restrictions or affirmative covenant for all for-sale AHUs; all renters of AHU’s will be required to certify annually to the City, or its designee, that they still qualify for the targeted percentage of AMI; unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period - upon expiration of the safe harbor period their lease will not be renewed, and the AHU will then be made available to a qualifying renter.

2.14.5 City may include in the housing agreement contemplated by Section 2.14.4 provisions requiring that all AHU’s or certain AHU’s be offered with a priority to individuals employed as first responders or teachers, as verified by one form of proof of employment, and such provisions, shall provide for or include, without limitation: (i) recording an affirmative covenant in favor of the City, or other desired mechanisms, to provide record notice of such priority benefitting City and City’s sole right to enforce such restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the identified AHU’s are oriented toward persons employed in the such capacities; and (ii) City’s indemnification of Developer or the owner of the AHU’s in the event of a challenge to such priority offerings or City’s enforcement thereof.

3. **Vested Rights.**

3.1 Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. City further confirms that Developer is vested with the right to locate buildings of the type and in the configurations and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

3.2 Exceptions. City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 **Developer Agreement.** City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 **State and Federal Compliance.** City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 **Codes.** The City's engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 **Taxes.** Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 **Impact Fees.** Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 **Compelling, Countervailing Interest.** Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann.* § 10-9a-509(1)(a)(ii)(A) as proven by the City by clear and

convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 Legal Challenge. Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 Intent Regarding Administration and Amendment of this DA. The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. Tax Increment Financing and Similar Assistance.

4.1 Project Area / Rescission Option. The Agency and the City have created the Project Area through adoption of the Plan and the Budget, which includes the Property and other land. In conjunction with the Project Area, the City shall use reasonable efforts to approve an interlocal agreement with the Redevelopment Agency whereby the City agrees to contribute a portion of the Tax Increment generated within the Property to the Agency for purposes of Development of the Project for a period of up to thirty (30) years. The City shall also use reasonable efforts to support the Redevelopment Agency in securing the participation of other Taxing Entities under substantially similar terms to those under which the City is participating. If the Redevelopment Agency has not approved a participation agreement within one (1) year after the Effective Date in a form reasonably acceptable to Developer as contemplated by this DA, Developer may elect to terminate this DA by delivering Notice to City and upon delivery of such Notice, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA. The Parties shall work together in good faith to seek a participation agreement that includes the following provisions: (i) seventy-five percent (75%) of the Property Increment shall be available for reimbursement of Developer's Reimbursable Expenses and (ii) each budget for Developer's Reimbursable Expenses shall include interest of at least 8%, or such other interest rate as set forth in separate agreement with the Redevelopment Agency, from the time the cost was incurred until reimbursed to Developer. The Property Increment collection period for each individual reimbursement period shall be for a period of not less than twenty-five (25) years dating from the day on which the last of Developer's Reimbursable Expenses is incurred, payable, however, in accordance with the terms of the participation agreement. Developer's Reimbursable Expenses shall be reimbursable from Property Increment and County shall use its best efforts to cooperate with Developer in creating such a financing vehicle to provide Developer with the maximum amount of financial assistance allowable at law. The Project Area shall not be expanded or modified without Developer's written consent. Developer may request that the RDA increase the Property Increment available for reimbursement of Developer's Reimbursable Expenses related to the entertainment Land Use Area by an additional ten percent (10%), for a total of eighty-five percent (85%) of the Property Increment of the entertainment Land Use Area, in order to incentivize uses the RDA deems beneficial to the economic development of said entertainment Land Use Area.

4.2 Surplus Revenues. The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for Developer to bring in high-quality end-users by such means as assistance with tenant improvements, creation of visual and physical amenities, and other elements that contribute to the environment of the Project. The Parties shall negotiate in good faith for the distribution of any such excess proceeds in a manner that maximizes the incentives to generate measurable results such as high-skilled and high-paying employment. Excess proceeds may also be utilized, insofar as permitted by applicable law, for the uses described in the Plan created in connection with the Project Area.

4.3 Failure of Revenues. The ability of the Project Area or other financing vehicle to generate sufficient monies to reimburse or otherwise pay the City and the Developer for costs and expenses incurred as provided in this DA is consideration for the Parties to enter into this DA and a material, integral term hereto. Should the Project Area or other financing vehicle prove unable to generate sufficient monies, the Parties agree it will render performance under this DA impossible or impracticable and pointless and shall operate either to discharge all of each Party's obligations hereunder or, at the Developer's discretion, allow them to negotiate a mutually satisfactory reformation.

5. Term of Agreement. The initial term of this DA shall be thirty-five (35) years beginning on the Effective Date, and will automatically extend for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

6. Intentionally Omitted.

7. Processing of Development Applications.

7.1 Processing of Development Applications; City Denial of a Development Application. City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110, Developer may resubmit a denied Development Application after addressing the reasons for Denial communicated by the City.

7.2 Meet and Confer regarding Development Application Denials. Upon written request by Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the Developer may resolve the issues specified in the tabling or Denial of a Development Application.

7.3 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified herein.

8. Application Under City's Future Laws. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on City's Vested Laws for other Development Applications.

9. Public Infrastructure and Utilities.

9.1 Construction by Developer. Other than for those elements of Public Infrastructure

otherwise specified in this DA that may be constructed by the City or agencies it controls or constructed prior to the Effective Date, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impacts of the Project; the City shall be responsible for the cost of any enhancements to such Public Infrastructure that exceed the roughly proportionate (as determined by law) impacts of the Project but, for reasons of convenience or efficiency, may be constructed along with the Project. For such Public Infrastructure, the City and Developer shall memorialize their mutual responsibilities for the costs, the scope and manner of construction, and manner of reimbursement in a separate, subsequent reimbursement agreement, including without limitation, the following Public Infrastructure improvements:

9.1.1 Construction of the Geneva Trail Park located in Block H (as so identified in the Zoning), the area of which is identified in the Land Use Map, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to dedicate or donate up to three-quarters (3/4) of an acre of land to the City and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above. The land donation contemplated in this Section shall occur at the earlier of (i) the recording date for the Developer's sale of land in Block H, (ii) the first subdivision plat recorded on Block H after the Effective Date, and (iii) prior to the approval of the first site plan on Block H after the Effective Date. The location of the Geneva Trail Park within Block H shall be determined at the time of the final plat Development Application submission. Notwithstanding anything to the contrary in the foregoing, the land donation shall not occur later than the date on which certificates of occupancy of the first 750 residential Units are issued. Developer agrees to work in good faith to integrate parking for the Geneva Trail Park with the adjacent uses within the Project in order to create shared parking and to maximize greenspace of the Geneva Trail Park. During site planning and/or subdivision of the Parcel(s) adjacent to the Geneva Trail Park and through use of shared parking contemplated in the immediately preceding sentence, Developer may also consider whether an additional one-quarter (1/4) acre to one-half (1/2) acre may be made available to the City for purchase to expand the Geneva Trail Park, conditioned on the land requirements of the adjacent uses. If Developer is able to make additional land available for the City to purchase through such site planning, Developer will negotiate in good faith on the City's purchase of such excess land area for the expansion of the Geneva Trail Park. Notwithstanding the foregoing or anything else to the contrary in this DA, Developer shall not have any ongoing responsibilities (maintenance or otherwise) for any property or facilities dedicated or donated to the City.

9.1.2 The East Gateway Linear Park, as identified in Exhibit D and the area of which is identified in the Land Use Map, will be located along Geneva Road, near the intersection of the Vineyard Connector, and abuts future anticipated public improvements for the City's Geneva trail system. Developer and City shall jointly work together in good faith to design the East Gateway Linear Park to provide a minimum width of fifty feet (50') between Geneva Road and the façade(s) of the adjacent buildings within the Project. Developer shall provide the features outlined in Section 4(g) of Exhibit D on the Property or, if with City approval any portion of the East Gateway Linear Park improvements are located on public-owned property, then Developer will reimburse to City or the public entity constructing the East Gateway Linear Park the value (as reasonably determined by Developer and the City engineer) of the East Gateway Linear Park improvements to be located on public-owned property and that would otherwise be located on the Property pursuant to this DA.

9.1.3 Developer agrees to work in good faith to bring public transit options to the Project. Developer agrees to work with the Utah Transit Authority (UTA) to place a bus transit stop within the Project. Developer also agrees to cooperate in good faith with the Utah Department of Transportation (UDOT) and applicable entities in support of pedestrian path from the Project to the Vineyard UTA Front Runner Station.

9.2 Financial Assurances. If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

9.3 Upsizing/Reimbursements to Developer. The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing or system improvements. The Developer shall make like sized connections to those utilities as those which are already in place. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. Subject to Section 3.2, all impact fees charged by the City in connection with the development of the Property and the approval of Plats or site plans shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9.4 Culinary Water and Sanitary Sewer Improvements. Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

9.5 Storm Water Improvements. Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions. Stormwater facilities shall not apply towards qualifying open space required by the Zoning unless the quality of the open space is reasonably deemed usable by the City Community Development Director.

9.6 Electrical and Natural Gas, and Telecommunication Utilities. The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

9.7 City Services. City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City's boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers

to development within the Property.

9.8 Transportation. The Developer shall maintain transportation infrastructure to City standards and specifications in accordance with City's Vested Laws. If the Developer proposes a design that is not within the City standards or specifications, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

9.9 Infrastructure Studies. The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer in accordance with the City's Vested Laws, and the Developer may obtain additional studies for services and its impacts to the City and other public utility infrastructure. The City may obtain, at its cost, its own studies regarding the development requirements for services and its impacts to the City and other public utility infrastructure. The parties shall use all such studies reasonably and lawfully make the final determination of required improvements to the existing infrastructure that may be impacted by the proposed development.

9.10 Acceptance of Public Infrastructure and Rights-of-Way. The City intends to accept public infrastructure and rights-of-ways that serve the interests of the public. Subject to the vested rights in this DA, the Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. If the development improvements are within non-city jurisdiction, then the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction.

9.11 Non-City Coordination. The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and approvals as required for the Developer's proposed development design. The City shall not coordinate these reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

10. **Default.**

10.1 Notice. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

10.2 Contents of the Notice of Default. The Notice of Default shall:

10.2.1 Specific Claim. Specify the claimed event of Default;

10.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

10.2.3 Materiality. Identify why the Default is claimed to be material; and

10.2.4 **Cure.** Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

10.3.1 **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

10.3.2 **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3 **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this DA shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.5 **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.7 **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

11. **Notices.** All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Cottonwood Geneva LLC
299 S Main Street
SLC, Utah 84111
Attention: Scott Swallow
Email: sswallow@dakotapacific.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Craig T. Jenson
Email: cjenson@swlaw.com

To Vineyard City:

Vineyard City
125 South Main Street
Vineyard, Utah 84059
Attention: City Manager
with copy to City Recorder
Email: refer to City website

With a Copy to:

Hayes Godfrey Bell, P.C.
2118 East 3900 South, Suite 300
Holladay, Utah 84124
Attention: Jayme Blakesley
Email: jblakesey@hgblaw.net

11.1 **Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be

effective and shall be deemed delivered on the earlier of:

11.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

11.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

11.1.4 Change of Address. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

12. **Headings**. The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidence of intent.

13. **No Third-Party Rights/No Joint Venture**. This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability**. The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers**. Developer's assignment of all or any part of Developer's rights and responsibilities under this DA to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project, Developer's pledging of part or all of the Project as security for financing, or Developer's assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the City. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.2 **Non-Related Entity**. Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

14.3 **Partial Assignment**. If any proposed assignment is for less than all of Developer's rights

and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 Assignees Bound by DA. Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 Sale of Parcels. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring City's approval.

15. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

16. Severability; Invalidity. If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this DA to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions, and which implements the intent of the Parties under this DA.

17. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this DA that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

18. Time is of the Essence. Subject to the contrary provisions of this DA, time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

19. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

20. Applicable Law. This DA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. Venue. Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

22. Entire Agreement. This DA, and all Exhibits thereto, is the entire agreement between the Parties and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written regarding the subject matter hereof. This DA may not be amended or modified except either

as provided herein or by a subsequent written amendment signed by all Parties. If there is a conflict between the Zoning and this DA, then this DA shall control.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

24. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

25. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

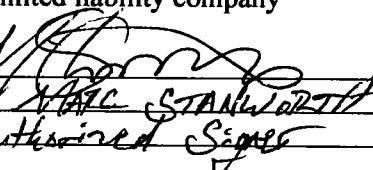
26. **Authority.** The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by *Utah Code Ann.* § 10-9a-101, *et seq.*, including specifically *Utah Code Ann.* § 10-9a-102(2).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

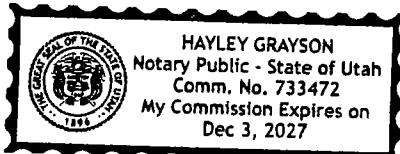
COTTONWOOD GENEVA LLC,
a Utah limited liability company

By: 
Name: Marc Stanworth
Its: Authorized Signer

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF Salt Lake)

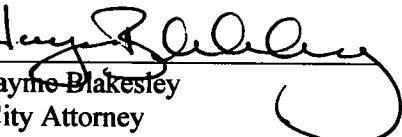
On the 6 day of April, 2024, personally appeared before me Marc Stanworth,
being by me duly sworn, did say that he/she is the Authorized Signer of Cottonwood Geneva LLC, a
Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a
lawful meeting held by authority of its operating agreement and signed in behalf of said company.



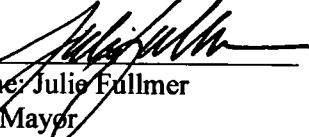
Hayley B. Grayson
NOTARY PUBLIC

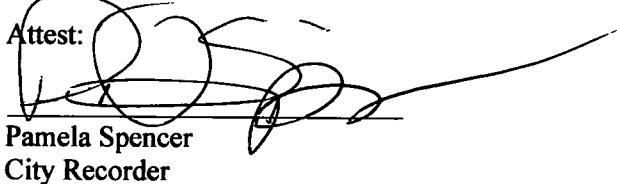
CITY:

Approved as to form and legality:


 Jayne Blakesley
 City Attorney

VINEYARD CITY,
 a Utah political subdivision

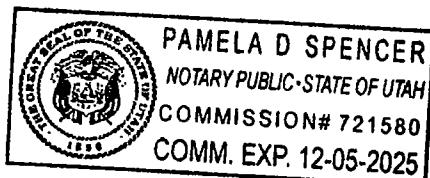
By: 
 Name: Julie Fullmer
 Itg: Mayor

Attest: 
 Pamela Spencer
 City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
 COUNTY OF UTAH)

On the 9 day of April, 2024 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.



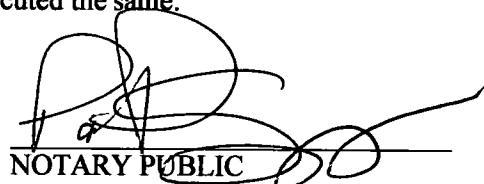
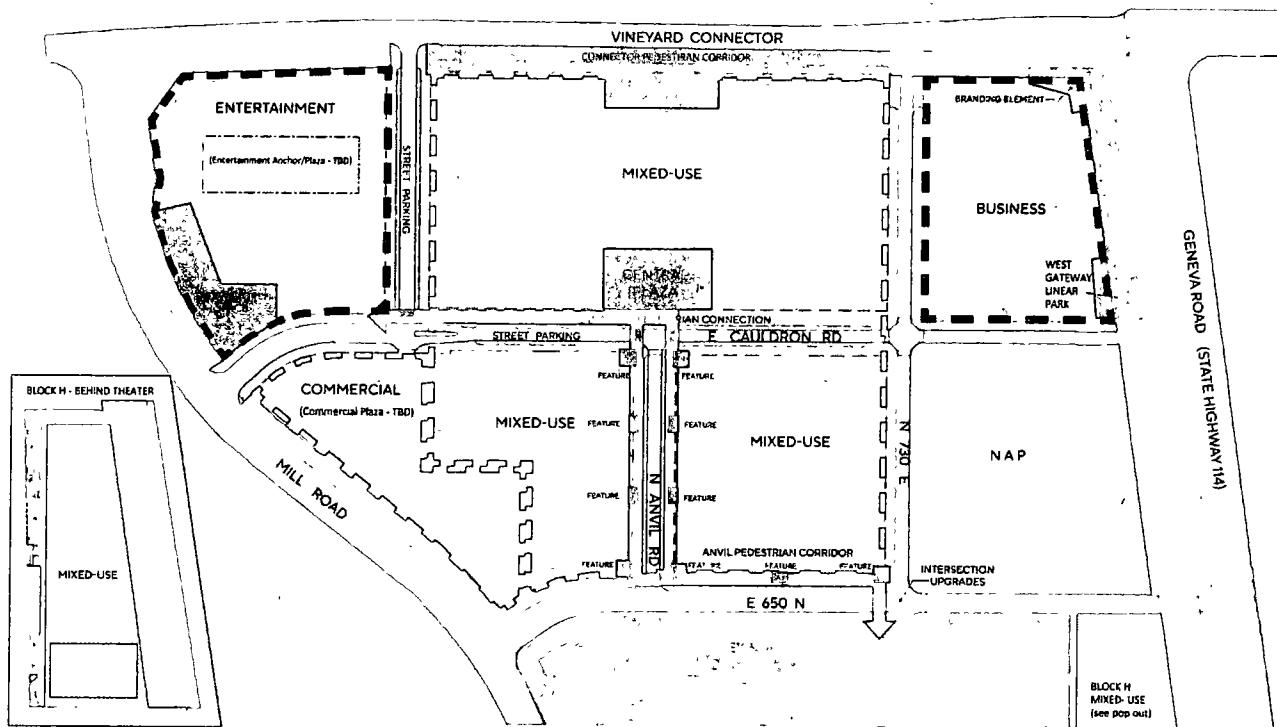

 NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

LOTS 1, 2, 3, 4, 6, 7, AND 10, PLAT A, THE FORGE SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH

EXHIBIT B
[Land Use Map; Land Use Areas; Land Uses]



Area Designation

	Entertainment	Commercial	Mixed Use	Business
Single Household Detached	NP	NP	NP	NP
Single Household Attached	NP	P ¹	P	NP
Multi-household	P ²	P ²	P	NP
Lodging	P	P	P	P
Commercial	P	P	P ³	P ⁴
Food and Beverage	P	P	P ³	P ⁴
Entertainment	P	P	P	P
Office	P	P	P	P
Surface Parking	P ⁵	P ⁵	P ⁵	C/P ⁶

P = Permitted, C = Conditional, NP = Not Permitted

Notes:

1. No more than 10% of the total Block's land area.
2. Allowed up to two stories above ground floor commercial
3. Provisions for commercial use required adjacent to Central Plaza on Cauldron
4. Ancillary to primary business uses
5. To be located primarily internal to the block
6. No more than 30% of the lot coverage in surface parking. Conditional approval if 30% of surface parking is exceeded.

EXHIBIT C
[Modifications to Zoning]

1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is a conditional use on Block H.
2. **4.08.3 Residential Intensity.** This section is replaced by the terms of the DA, including the provisions related to Maximum Units and the Land Use Areas.
3. **4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Land Use Areas.
4. **4.08.6 Setbacks:** Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Land Use Map, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.
5. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit D.
6. **4.08.10.a Parking:**

Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room.

Change residential parking requirement to:

Family Occupancy: 1 stall per bedroom, up to 2 maximum stalls per unit.

Non-Family Occupancy: 1 stall per occupant (according to the recorded Building Occupancy Agreement with the City).

Visitor Parking

- 0.25 stalls per unit visitor parking
- the visitor parking stalls can be re-purposed for other parking requirements with a parking study demonstrating there are available visitor parking from adjacent mixed-uses.
- On street parking at private streets within 500 feet of the building entrance may count towards visitor parking. If the street frontage is shared with non-residential uses, 50% of the available on street stalls may be used for visitor parking.

Shared parking credits as defined in the zoning code applies. Parking requirements may be modified pursuant to the provisions of Section 2.13.2 of the Development Agreement. If tandem parking configurations are used, one of the two stalls in tandem count toward meeting the parking requirement.

7. **4.08.10.b:** Replace the current text which states

“All parking stalls associated with a land use, whether shared or individually reserved, shall be located on the same block as the use for which they are intended”

with

“Shared parking on adjacent blocks may be utilized for commercial parking requirements, provided the route of travel from the nearest parking space to the commonly used entrance of the principal use served is within 750 linear feet.

8. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure in the Land Use Map shown in Exhibit B is approved.
9. **4.10.7.b:** Add additional paragraph.

iii. The portion of Mill Road, 650 North, and Vineyard Connector and Geneva Road that are adjacent to the Project are ‘Major Roads’. Buildings with more than one hundred fifty (150) feet of building facade facing major roads, shall include:

- *Residential Buildings*: a front door entrance that faces the Major Road for no less than 40% of the ground floor units facing Major Roads. Front entries shall include architectural interest and include a walkway to connect the front entry with the street's sidewalk
- *Commercial Buildings*: a primary or secondary entry that faces, or is within 30' of a facade that faces, a Major Road.

10. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in underline):

Buildings can range from a minimum of fifteen feet (15') in entertainment and commercial Land Use Areas or twenty feet (20') in other areas to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. Staff may administratively approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line (Figure: Building Stepback) for no less than 50% of lineal feet of those building facades that face Vineyard Connector.

Blocks A & E, as defined in the Forge MU Zoning, shall be limited to five (5) stories or seventy-five (75) feet in height.

11.

EXHIBIT D
[Development Standards and
Design Guidelines for Common
Open Spaces]

1) Purpose

The Forge Mixed Use ("MU") District is intended to encourage a mixture of commercial, office and residential uses within an urban village atmosphere. Development in the Forge MU District is intended to provide a pedestrian oriented, safe and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities and land use regulation.

2) Common Open spaces

Open space is an essential amenity in a walkable, urban setting. Within The Forge, the primary common open spaces, as shown in Figure 1, are the Central Plaza, Anvil Pedestrian Corridor, the East and West Gateway Parks, the Connector Pedestrian Corridor, future plazas to be located in the Entertainment and Commercial areas, and the Geneva Trail Park. Except for the Geneva Trail Park, these open areas will be privately owned and accessible to the public via a recorded public access easement. The Geneva Trail Park land will be dedicated to the City, per paragraph 9.1.1 of this DA. The privately owned open space shall be maintained by the property owners Association for the Project.

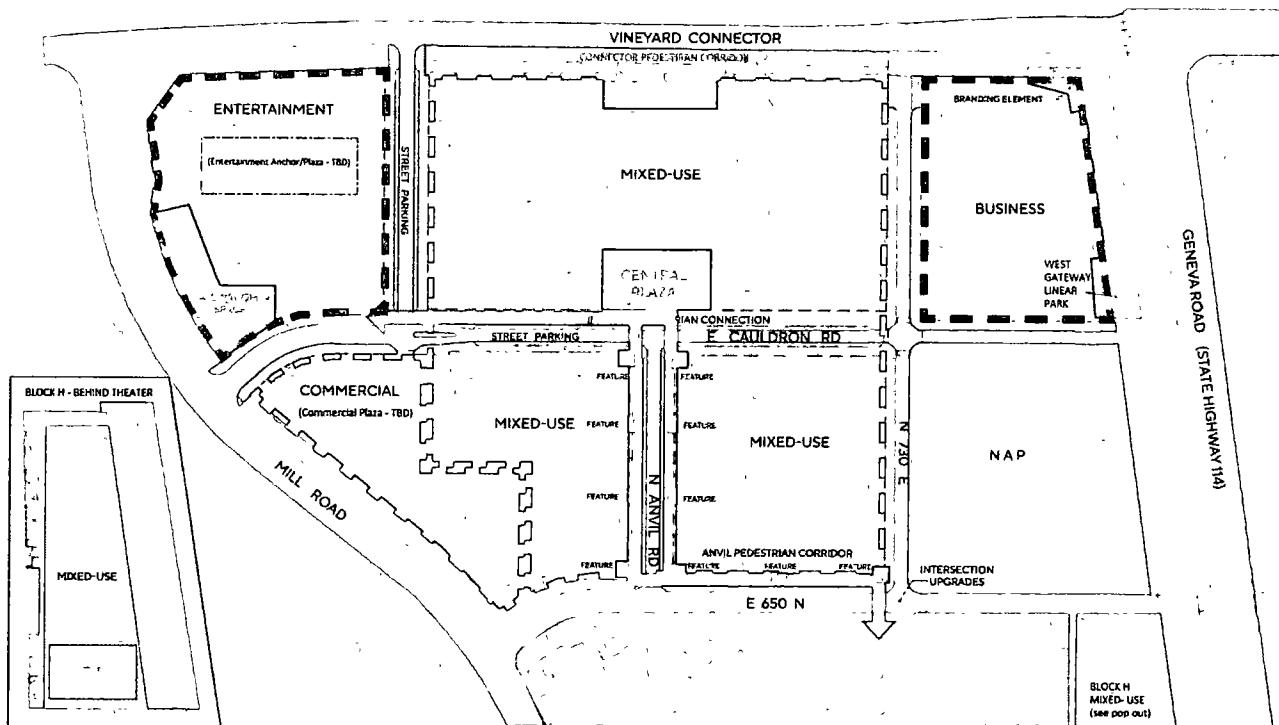


Figure 1 – Master Planned Open Space Areas

The developer shall provide the private common open space areas, fully improved, for a total of publicly accessible open space of 5 acres. Developer may make elect to construct open space improvements above the standards defined herein in lieu of providing up to 0.75 acres of the required 5 acres of publicly accessible open space. Developer shall demonstrate to the City that the value of the above standard improvements equates to the value of land reduced. The Geneva Trail Park improvements are subject to paragraph 9.1.1 of this DA. The design intent and features for each designated area that are described in this Exhibit shall be provided.

3) General Requirements

a) Landscaping

i) Installation. The installation of landscaping shall adhere to the following standards.

(1) National Standards. Best management practices and procedures according to the nationally accepted standards shall be practiced.

(a) Installation. All landscaping and trees shall be installed in conformance with the practices and procedures established by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.

(b) Maintenance and Protection. All landscaping and trees shall be maintained according to the most recent edition of the American National Standards Institute, including its provisions on pruning, fertilizing, support systems, lighting protection, and safety.

(2) Installation. Landscaping shall be fully installed prior to the issuance of a certificate of completeness.

(a) If seasonal conditions preclude the complete installation, a cash escrow or irrevocable letter of credit, equal to 1.5 times the installation costs as estimated by a qualified professional shall be delivered to the City.

(b) Complete installation is required within nine months of the issuance of the temporary certificate of occupancy or occupancy permit or the cash escrow or letter of credit may be forfeited.

(3) Plant Size Requirements. Plant material shall be sized according to *Table 2* at the time of installation, unless otherwise noted in this section.

ii) Condition of Landscape Materials. The landscaping materials used shall be:

- (1) Healthy and hardy with a good root system.
- (2) Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.
- (3) Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.
- (4) Appropriate for the conditions of the site, including slope, water table, and soil type.
- (5) Protected from damage by grates, pavers, or other measures.
- (6) Plants that will not cause a nuisance or have negative impacts on an adjacent property.
- (7) Species native or naturalized to the Wasatch Front whenever possible.
- (8) Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.
- (9) All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.

Area Designation	Size
Central Plaza	+0.75 Acres
Anvil Pedestrian Corridor	+0.5 Acres
East Gateway Park	+0.5 Acres
West Gateway Park	+0.5 Acres
Connector Corridor	>0.5 Acres
Commercial Plaza	>0.5 Acres
Entertainment Plaza	>0.75 Acres
Total Private Open Space	4.25 Acres
Geneva Trail Park	0.75 Acres
Total Open Space	5.0 Acres

Table 1 – Common Open Space Designations and Estimated Sizes

Plant Material Type	Minimum Size
Deciduous Shade/Overstory Tree	
Single Trunk	1" caliper
Single Trunk (street trees)	2" caliper
Multi Trunk	10' in height
Other	
Evergreen Tree	7' in height
Understory Tree	6' in height
Ornamental Tree	1.5" caliper
Shrubbery - Deciduous	container class 3
Shrubbery - Evergreen	container class 3
Ground cover	2" in height

Table 2 - Plant Size Requirements

iii) **Ground Plane Vegetation.** All unpaved areas shall be covered by one of the following.

(1) **Planting Beds.**

- (a) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.
- (b) Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 60% of a bed area.
- (c) Annual beds must be maintained seasonally, replanting as necessary.
- (d) Planting beds in public areas must be privately maintained.

(2) **Grass.** Seeded or sodded grass may be planted throughout landscaped areas.

- (a) Grass shall be established within 90 days of planting or the area must be reseeded or resodded.

(3) **Shrubs requirements.** 1.5 shrubs are required per 1,000 square feet of landscaped area. Two perennials or ornamental grasses count towards one shrub.

iv) **Tree Installations.** Refer to the list of permitted street tree types maintained by the City.

(1) **Tree Measurement.** Tree size shall be measured by ISA arborists standards.

(2) **Tree Maintenance.** Tree trimming, fertilization, and other similar work shall be performed by or under the management of an ISA certified arborist.

(3) **Species Composition.** A variety of tree species shall be used to avoid a mono-culture prone to disease. No species may exceed 10% of overall City urban forest. See Vineyard Tree and Landscape manual for list of Vineyard City approved trees.

(4) **Tree Size.** All trees to be installed to meet the requirements of this section shall be a minimum of 2" caliper at the time of installation.

(5) **Tree Requirements.** See specifics for each open space designated area.

(6) **Permeable Surface.** For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance. Permeable area for one tree cannot count toward that of another tree.

(7) **Structural Soil.** When the soil surface area of a tree will extend below any pavement, structural soil or root-penetrable sidewalk support is required underneath that pavement. Structural soil is a medium that can be compacted to pavement design and installation requirements while still permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits (source: Cornell University, Urban Horticulture Institute).

(8) Minimum clear branch height is 8' over sidewalk and 14' over roads.

v) **Irrigation Systems.** Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.

(1) All irrigation systems shall be designed to minimize the use of water.

(2) Non-residential landscape irrigation shall have an automatic clock-activated permanent system.

(3) The irrigation system shall provide sufficient coverage to all landscape areas.

(4) The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.

(5) All culinary-fed systems shall be equipped with a back-flow prevention device.

(6) All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

b) Lighting

- i) Site lighting shall provide safe and enjoyable experiences for pedestrian or community activity at night.
- ii) Site lighting shall be at a pedestrian scale and should help define the functional areas of a property.
- iii) Site lighting shall be scaled appropriately for the commercial or residential property on which it is located.
- iv) Site lighting to be dark sky compliant.

c) Bicycle Parking

- i) The following bicycle parking shall be provided throughout the development:

Use	Bicycle Rack Spaces
Multi-Family	Minimum 2 spaces or .05 spaces / bedroom, whichever is greater
Civic/Institutional	Minimum 2 spaces, 1 / additional 10,000 sf
Retail	Minimum 2 spaces, 1 / additional 5,000 sf
Services	Minimum 2 spaces, 1 / additional 5,000 sf
Office	Minimum 2 spaces, 1 / additional 10,000 sf

Table 4 – Bicycle Parking Requirements

d) Signage

- i) Prior to the first construction of open space, developer shall submit to the city a master signage plan for approval. The plan shall provide for consistent thematic environmental and wayfinding signage design as well as provide guidelines for building and monument signage for the Project.

4) Specific Common Area Definition

a) Central Plaza

- i) Intent. The Central Plaza will be a key outdoor activity center for the Project. It will provide a variety of functional spaces that accommodate gatherings and relaxation. It will integrate with the surrounding commercial and residential uses.
- ii) Key design features:
 - (1) Provide at least 1 point of interest such as public art, a sculpture, or a water feature.
 - (2) Space allocation and accommodations to support events such as festivals and community gatherings.
 - (3) Provide a variety outdoor seating options which integrate with the Landscaping.
 - (4) Accommodate adjacent food and beverage uses with centrally facing outdoor patios towards the park.
 - (5) Provide a scale appropriate play area to use natural or themed artistic forms rather than traditional playground equipment.
- iii) Landscaping:
 - (1) Create a variety of both hardscapes and softscapes.
 - (2) Install a minimum of 1 tree per 2,500 square feet on average, inclusive of street trees.

- (3) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

b) Anvil Pedestrian Corridor

i) Intent:

- (1) Provide an enhanced, inviting pedestrian experience that connects with commercial development to the south.
- (2) Create impactful visual interest, establish the Project brand, and draw people towards the center of the Project.
- (3) Encourage slow vehicle traffic at the 650 N and 700 E intersection through calming measures and purposeful design.

ii) Key design features:

- (1) Width 12.5'
- (2) Seating
- (3) Lighting
- (4) Corner and pockets

iii) Paving:

- (1) Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.
- (2) Street paving shall be flush with the curb and reinforce pedestrian priority.

iv) Landscaping

- (1) Street furniture to be integrated into the design.
- (2) Tree spacing to be a maximum of 120' on center and can be on either side of the shared street.

c) East Gateway Linear Park

i) Intent:

- (1) Provide a welcoming public edge and view corridor from Geneva Road into the Project
- (2) Create rest and play areas along the future Geneva Trail.
- (3) Integrate with the future Geneva Trail system, providing an inviting and appropriate transition from the trail into the development's primary east / west pedestrian and micro mobility pathway.
- (4) Add to the network of open and green spaces within the Project providing a meaningful connection point to pedestrian network outside the Project.

ii) Key design features:

- (1) Provide a minimum width of 50' for the linear park per paragraph 9.1.2 of this DA.
- (2) Play area to use natural or themed artistic forms rather than traditional playground equipment.

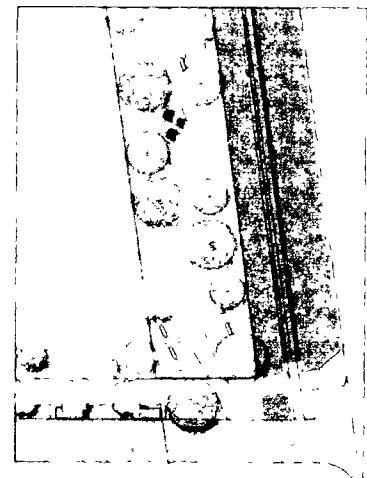


Figure 4 - Concept for the East Gateway Park

- (3) Provide various types of seating such as concrete seat walls, natural elements (boulders), and benches.
- (4) Continuation of the future Geneva Trail through the linear park as well as connection to Shared Street.

iii) Landscaping:

- (1) Provide a variety of ground covers such as turf, native landscaping, mulch, and pavers.
- (2) Provide dense grouping of trees and provide an average of 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees (if required).

d) West Gateway Linear Park

- i) Intent. Provide a greenspace corridor along Mill Road which creates a purposeful open space along network of pedestrian pathways running through and adjacent to the Project.
- ii) Key design features:
 - (1) Provide a minimum width of 50' for the linear park from the facade of the adjacent building(s) towards Mill Road.
 - (2) Provide at least 1 primary point of interest such as public art, a sculpture, paved plaza with shade trees, or seating with above standard landscaping that fosters community interaction.
 - (3) Concrete sidewalk or trail that connects the east / west pedestrian corridor to the corner of Mill Road and Vineyard Connector.

iii) Landscaping:

- (1) Mix of native and low maintenance ground cover and turf.
- (2) Provide 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees.

e) Connector Corridor

f) Commercial Plaza

- i) Intent – The Commercial Plaza creates interest and an activity center near the entrance to The Forge from Mill Road. It will encourage outdoor gatherings and focus on complimenting the nearby dining and retail uses.
- ii) Key design features:
 - (1) Create seating and gathering spaces that accommodate groups from 2 to 15 people.
 - (2) Outdoor lighting that creates interest and ambiance at evenings.
 - (3) A variety of seating and grouping options
- iii) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, crushed stone, or another decorative hardscape approved by the City.
- iv) Landscaping:
 - (1) Install a minimum of 1 tree per 2,500 square feet on average.

g) Entertainment Plaza

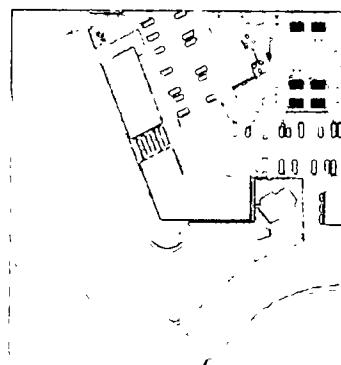


Figure 5 – Concept Sketch, West Gateway Linear Park

- i) Intent. Key pedestrian connection corridor between the commercial businesses to the south and the Central Plaza.
- ii) Key design features:
 - (1) Decorative lighting creating safety and ambiance.
 - (2) Intentional alcoves and recesses where street vendors or other public display areas can be safely placed. Alcoves shapes and depths shall promote safety.
 - (3) Activated by ground floor commercial at entrances and throughout the alley.
 - (4) Paving. Paving shall create interest and not be monolithic grey. It shall include color and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.
 - (5) Min width of 20'
- iii) Landscaping: Planters and trees at entrances or other key locations that help soften the built environment.

h) Geneva Trail Park

- i) Intent. Create a stopping place along the future Geneva Trail and provide park access to residential areas to the South.
- ii) Key design features:
 - (1) To be designed in cooperation with the city per paragraph 9.1.1

EXHIBIT E
[Initial Phase]

