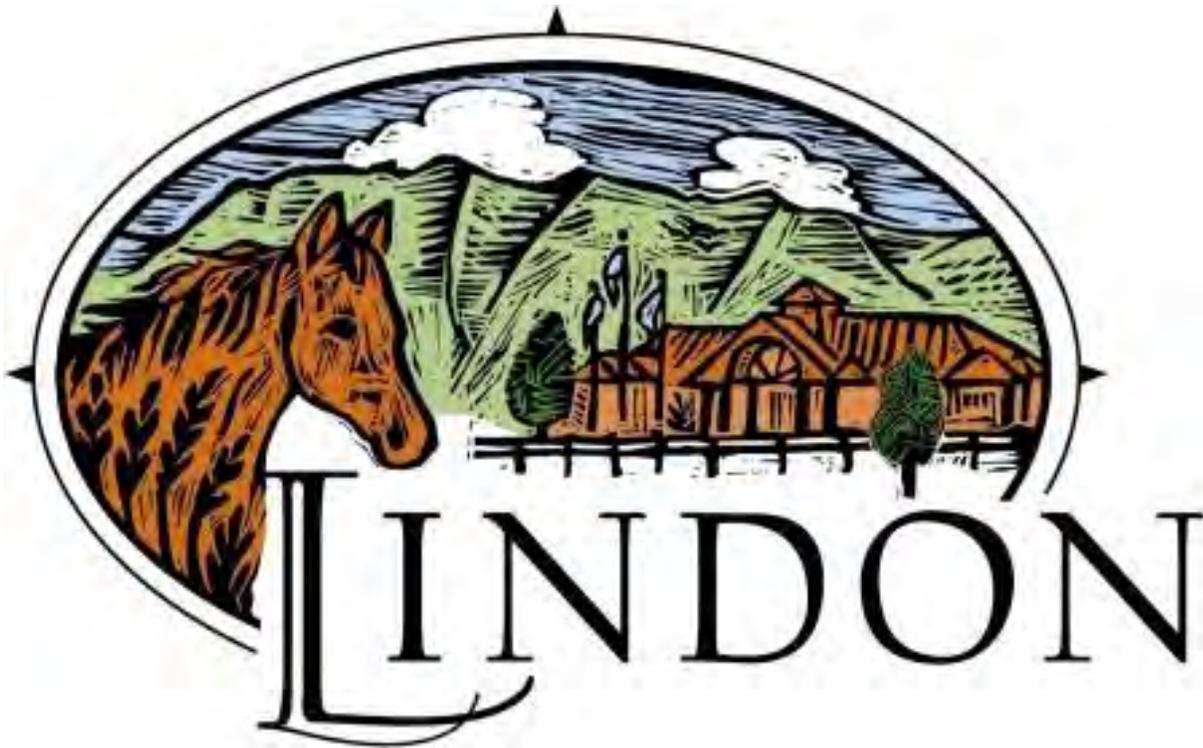


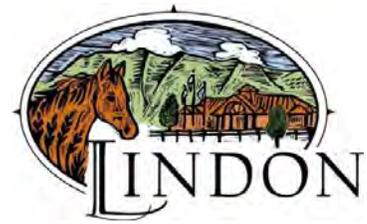
# **Lindon City Planning Commission Staff Report**



February 9, 2016

# Notice of Meeting

## Lindon City Planning Commission



The Lindon City Planning Commission will hold a regularly scheduled meeting on **Tuesday, February 9, 2016**, in the Council Room of Lindon City Hall, 100 North State Street, Lindon, Utah. The meeting will begin at **7:00 p.m.** This meeting may be held electronically to allow a commissioner to participate by video or teleconference. The agenda will consist of the following:

### AGENDA

Invocation: By Invitation

Pledge of Allegiance: By Invitation

#### 1. Call to Order

#### 2. Approval of minutes

Planning Commission 1/26/16

#### 3. Public Comment



Scan or click here for link to download agenda & staff report materials.

*(Review times are estimates only.)  
(15 minutes)*

#### 4. Conditional Use Permit — Streamline Manufacturing

Patrick Call, Streamline Manufacturing, LLC, requests a conditional use permit (CUP) for General Food Mfg.- under 20,000 sq/ft., to be located at 632 North 2000 West, in the Mixed Commercial (MC) zone.

*(15 minutes)*

#### 5. Minor Subdivision—West Lindon Business Park

Ed Daley requests a one lot subdivision in order to dedicate Right of Way along 2800 West for the West Lindon Business Park at approximately 730 North 2800 West in the Mixed Commercial zone.

*(15 minutes)*

#### 6. Site Plan — West Lindon Business Park

Ed Daley requests site plan approval for two office/warehouse buildings, 21,567 and 36,686 square feet respectively at approximately 730 North 2800 West in the Mixed Commercial zone.

*(15 minutes)*

#### 7. Site Plan — Jasper Plumbing

Terry Jasper requests site plan approval for the Jasper Plumbing office/warehouse 9,050 sq. ft., to be located at 158 South 2000 West in the Light Industrial (LI) zone.

*(20 minutes)*

#### 8. Continued Public Hearing—Ordinance Amendment, 17.48, Vehicle Sales Site Requirements

Lindon City is considering an City Code amendment to enact specific site requirements for vehicle sales lots in Commercial zones. Landscaping, display areas, buildings, and customer/employee parking are among the items being considered. This item was continued from the previous Planning Commission Meeting on January 26, 2016.

*(30 minutes)*

#### 9. Public Hearing—Ordinance Amendment, 17.41 Anderson Farms Planned Development Zone

Ivory Development requests the creation of the Anderson Farms Planned Development Zone ordinance. The purpose of the zone is to encourage efficient use of land and resources and to provide flexibility in the City's zoning scheme in order to allow for unique, innovative, and well planned developments not otherwise provided for under one of the City's other existing zoning classifications. Recommendations will be forwarded to the City Council for final approval.

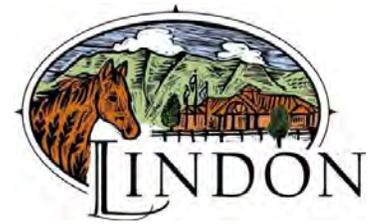
*(60 minutes)*

#### 10. Public Hearing—Development Agreement, Anderson Farms Planned Development Zone

Ivory Development requests approval of the Development Agreement regarding the Anderson Farms residential project. If approved, the Agreement would become part of the Anderson Farms Planned Development Zone ordinance. The Agreement includes relevant maps and exhibits that speak to the Anderson Farms project. In total there are 500 single family units, both attached and detached, and 450 multi-family apartment units allowed by the agreement. There is also a 14 acre public park being proposed. Recommendations will be forwarded to the City Council for final approval.

# Notice of Meeting

## Lindon City Planning Commission



(20 minutes)

### **11. Public Hearing—Zone Map Amendment, Anderson Farms Planned Development Zone**

Ivory Development requests a zone map amendment from Light Industrial and Mixed Commercial to Anderson Farms Planned Development Zone on the following parcels identified by Utah County Tax IDs #14:063:0061, #14:050:0006, #14:063:0048, #14:063:0046, #14:063:0047, #14:053:0042, #14:064:0012, #14:063:0068. Recommendations will be forwarded to the City Council for final approval.

(30 minutes)

### **12. Public Hearing—Zone Map Amendment, Light Industrial to Residential Single Family (RI-12)**

Lindon City is requesting a zone map amendment from Light Industrial to Residential Single Family (12,000 square foot lots) on parcel #14:063:0017. The lot is currently in agricultural use. Recommendations will be forwarded to the City Council for final approval.

(30 minutes)

### **13. Public Hearing—Zone Map Amendment, Light Industrial to Mixed Commercial**

Lindon City requesting a zone map amendment to Mixed Commercial from Light Industrial on parcels #47:283:0001, #47:283:0002, #47:283:0003, #47:283:0004, #47:283:0005, #47:283:0006, #47:283:0007, #47:283:0008, #47:283:0009, #47:283:00010, #47:283:0011, #47:283:00012, #47:283:0013, #47:283:0014. Four of the parcels compromise a commercial building; the rest are platted but currently vacant. Recommendations will be forwarded to the City Council for final approval.

### **14. New Business from Commissioners**

### **15. Planning Director Report**

#### Adjourn

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Planning Department, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our Staff may be contacted directly at (801) 785-7687. City Codes and ordinances are available on the City web site found at [www.lindoncity.org](http://www.lindoncity.org). The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services programs or events should call Kathy Moosman at 785-5043, giving at least 24 hours notice.

**Posted By:** Hugh Van Wagenen  
**Time:** ~3:00 pm

**Date:** February 5, 2016  
**Place:** Lindon City Center, Lindon Police Station, Lindon Community Center

## **Item I: Call to Order**

February 9, 2016 Planning Commission meeting.

### **Roll Call:**

Sharon Call  
Rob Kallas  
Mike Marchbanks  
Matt McDonald  
Bob Wily  
Charlie Keller

# Item 2: Approval of Minutes

Planning Commission Meeting — 1/26/16

2 The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday,**  
4 **January 26, 2016 beginning at 7:00 p.m.** at the Lindon City Center, City Council  
Chambers, 100 North State Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Sharon Call, Chairperson  
Invocation: Mike Marchbanks, Commissioner  
10 Pledge of Allegiance: Rob Kallas, Commissioner

12 **PRESENT** **ABSENT**

Sharon Call, Chairperson  
14 Mike Marchbanks, Commissioner  
Rob Kallas, Commissioner  
16 Bob Wily, Commissioner  
Matt McDonald, Commissioner  
18 Charles Keller, Commissioner  
Hugh Van Wagenen, Planning Director  
20 Brandon Snyder, Associate Planner  
Kathy Moosman, City Recorder

22

1. **CALL TO ORDER** – The meeting was called to order at 7:00 p.m.
- 24
2. **APPROVAL OF MINUTES** – The minutes of the regular Planning Commission  
26 meeting of January 12, 2016 were reviewed.

28 COMMISSIONER MARCHBANKS MOVED TO APPROVE THE MINUTES  
OF THE REGULAR MEETING OF JANUARY 12, 2016 AS PRESENTED.  
30 COMMISSIONER WILY SECONDED THE MOTION. ALL PRESENT VOTED IN  
FAVOR. THE MOTION CARRIED.

32

34 3. **PUBLIC COMMENT** –

34

36 Chairperson Call called for comments from any audience member who wished to  
address any issue not listed as an agenda item. There were no public comments.

38 **CURRENT BUSINESS** –

- 40 4. **Site Plan and Conditional Use Permit** – *Timp Storage*. Arnim Way, Davies Design  
Build, requests a conditional use permit (CUP) and site plan approval for Timp  
42 Storage, to be located at 405 S. Geneva Rd. in the Light Industrial (LI) zone. The  
proposal includes storage units, office space, caretaker dwelling, and an outdoor  
44 storage area.

46 Brandon Snyder, Associate Planner, led this discussion by stating Arnim Way  
with Davies Design Build (who is in attendance), is requesting a conditional use permit  
48 (CUP) and site plan approval for Timp Storage, to be located at 405 S. Geneva Rd. in the

2 Light Industrial (LI) zone. The proposal includes storage units, office space, caretaker  
dwelling, and an outdoor storage area. Mr. Snyder stated Mr. Way is proposing  
4 construction of a new storage unit facility with office space. Mr. Snyder noted these uses  
are permitted in the LI zone subject to site plan approval. Mr. Way is also interested in  
6 having an on-site caretaker dwelling and providing an area for outdoor storage/RV  
parking. Mr. Snyder stated those uses require a conditional use permit (CUP) and the  
8 Lindon City Land Use Table indicates that the outdoor storage area shall be limited to  
15% of the total storage space and limited to the storage of personal recreational vehicles.  
10 He noted the storage area will be in the southeast corner in association with the gas  
easement. This area is less than 15% of the site. Mr. Way is currently in the process of  
12 removing the existing buildings and cleaning up the site. He will also develop the site in  
phases and will comply with the timing and other restrictions of city code.

14 Mr. Snyder explained that due to the nature of the proposed use Mr. Way is  
requesting that no commercial dumpster (with an enclosure) be located on the site.  
16 Generally multi-family developments and non-residential uses provide on-site dumpsters  
within a trash enclosure. He noted that Mr. Way is also proposing that the caretaker  
18 dwelling and office be served by a single residential container. Lindon City code does  
require that when a dumpster is provided that it is located within a trash enclosure located  
20 to the rear of the main building and that the enclosure be sight obscuring (fence or wall).  
He added that this site will not be allowed to accumulate any trash or garbage. Mr.  
22 Snyder further explained that Mr. Way will need to remove any discarded or abandoned  
items from the site. He mentioned that third party notices were provided to the adjoining  
24 property owners in accordance with city code and staff has received no public comment  
at this time.

26 Mr. Snyder went on to say that city staff (Planning and Engineering) reviewed the  
proposal and provided review comments (feedback and corrections). He added that city  
28 staff is working with Mr. Way to work through technical issues related to the site and will  
ensure all issues are resolved before final approval of the plans is granted; the Fire  
30 Marshal has indicated that the submitted plans meet fire codes.

32 Mr. Snyder noted that the LI zone requires that a landscaped strip twenty (20) feet  
in width shall be planted with grass and trees along all public street frontages and this  
requirement is provided. Mr. Snyder also referenced that no fencing regulations apply as  
34 the site is not adjacent to a residential use or residential zone. He added that Mr. Way will  
be constructing the buildings to the property lines and will be utilizing the existing  
36 elevated wall along I-15 and the entrance will have a security gate. The gas easement and  
storage area is not visible from the street and I-15 and it is currently surrounded by a  
38 chain link fence and a site-obscuring panel wall that was installed by Harley Davidson.

40 Mr. Snyder stated the building exterior is to be block, stucco and a rock wainscot,  
which complies with Lindon City Code. The applicant's elevations indicate that the  
building and walls will be earth-tone colors.

42 Mr. Snyder then referenced for discussion the applicable laws and standards of  
review as follows:

- 44 • State Code defines a conditional use as "a land use that, because of its unique  
46 characteristics or potential impact on the municipality, surrounding neighbors, or  
adjacent land uses, may not be compatible in some areas or may be compatible  
only if certain conditions are required that mitigate or eliminate the detrimental  
48 impacts."

- 2 • Section 10-9a-507 of the State Code requires municipalities to grant a conditional  
4 use permit "if reasonable conditions are proposed, or can be imposed, to mitigate  
6 the reasonably anticipated detrimental effects of the proposed use in accordance  
8 with applicable standards." Once granted, a conditional use permit runs with the  
10 land.  
12 • State Code further provides that a conditional use permit application may be  
14 denied only if "the reasonably anticipated detrimental effects of a proposed  
16 conditional use cannot be substantially mitigated by the proposal or the  
18 imposition of reasonable conditions to achieve compliance with applicable  
20 standards." Utah Code § 10-9a-507.

12 Mr. Snyder reminded the Commission that tonight they are reviewing the site plan  
14 in its entirety and the two items that require conditions are the caretaker dwelling portion  
16 and the outdoor storage portion. Mr. Snyder called for any questions or comments for  
18 staff at this time.

18 Chairperson Call asked what the timeline is for the different phases and how  
20 many total units will there be when completed. Mr. Way replied that there will be 563  
22 units and Phase I (front portion) will be completed by July or August at the latest if  
24 everything goes well. He noted they will stabilize it a little before starting Phase II,  
26 however, they will put in the fencing along the outside perimeter of Phase II for security  
28 reasons. Commissioner Wily asked if the open storage is for RV's and boats etc. Mr.  
Way stated while they are waiting for Phase II to be started the only other portion of the  
property with room for storage is the small triangle in the back which is right up against  
the freeway where there will be a small amount of actual outdoor storage; the plan has  
always been to house those inside the units themselves. Commissioner Wily also inquired  
if Mr. Way plans to live in the caretaker facility. Mr. Way stated he will not be living in  
the caretaker apartment but there will be someone living there for security reasons.

30 Commissioner Kallas asked what the perimeter fencing will consist of. Mr. Way  
32 stated most of the perimeter will be block CMU same as the exterior of the building and  
34 against the I-15 freeway it will be the existing chain-link fence. Commissioner Kallas  
36 also asked what the elevation is between the surface of I-15 and his surface. Mr. Way  
38 stated it is retained by concrete block and is very high (30-40 ft.). Commissioner Kallas  
also asked what the landscaping will be on the Geneva road frontage. Mr. Way stated it  
will be trees 30 ft. on center with grass and shrubs around the building; typical of city  
requirements. Commissioner Keller asked if there will be fencing up against the Harley  
Davidson south side. Mr. Way confirmed there is an existing chain link fence which will  
be replaced by the block wall.

40 Chairperson Call asked staff if the fencing is actually required. Mr. Snyder  
42 confirmed the fencing is not required for the use because it doesn't border residential.  
44 Mr. Way stated they are planning to do the block wall regardless for security reasons.  
46 Chairperson Call asked staff what conditions need to be put on the caretaker dwelling.  
Mr. Snyder stated staff didn't actually foresee anything that would need to be mitigated  
with the caretaker dwelling and there are not any conditions that would be reasonable; he  
confirmed no condition will need to be listed. Commissioner Wily stated there would  
have to be a detrimental impact that the Commission would try to counterbalance.  
Commissioner McDonald commented that it appears the site plan is in compliance.

2 Chairperson Call agreed the landscaping is provided, there are no fencing regulations that  
4 apply and the architectural standards have been met and the elevations comply and the  
6 caretaker dwelling requires no conditions so it appears it meets all requirements.  
8 Commissioner Kallas questioned staff when determining the surface materials with the  
10 caretaker facility if that is considered a separate building or is it factored in with the rest  
12 of the storage facility. Mr. Snyder confirmed the design standards indicate that the  
14 caretaker facility meets the percentage.

16 Chairperson Call asked if there were any questions or comments from the  
18 Commission. Hearing none she called for a motion.

20 COMMISSIONER MARCHBANKS MOVED TO APPROVE THE  
22 APPLICANT'S REQUEST FOR A CONDITIONAL USE PERMIT AND FOR SITE  
24 PLAN APPROVAL FOR TIMP STORAGE LOCATED AT 405 SOUTH GENEVA  
26 ROAD WITH THE CONDITION THAT THE OPEN STORAGE AREA BE LIMITED  
28 EXCLUSIVELY TO RECREATIONAL VEHICLES. COMMISSIONER MCDONALD  
30 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

32 CHAIRPERSON CALL AYE  
34 COMMISSIONER WILY AYE  
36 COMMISSIONER KALLAS AYE  
38 COMMISSIONER MARCHBANKS AYE  
40 COMMISSIONER MCDONALD AYE  
42 COMMISSIONER KELLER AYE  
44 THE MOTION CARRIED UNANIMOUSLY.

46 5. **\*Continued Minor Subdivision** – *West Lindon Business Park*. Ed Daley requests a  
48 one lot subdivision in order to dedicate Right of Way along 2800 West for the West  
Lindon Business Park at approximately 730 North 2800 West in the Mixed  
Commercial zone.

30 Hugh Van Wagenen, Planning Director, stated this item is continued until the  
32 February 9, 2016 Planning Commission Meeting and will not be reviewed tonight. He  
34 noted there are some last minute changes to the subdivision that were not ready at the  
36 time of the staff report.

38 Chairperson Call asked if there were any questions or comments from the  
40 Commission. Hearing none she called for a motion to continue.

42 COMMISSIONER MCDONALD MOVED TO CONTINUE THE MINOR  
44 SUBDIVISION FOR WEST LINDON BUSINESS PARK (AGENDA ITEM #5) UNTIL  
46 THE NEXT MEETING. COMMISSIONER KALLAS SECONDED THE MOTION.  
48 THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL AYE  
COMMISSIONER WILY AYE  
COMMISSIONER KALLAS AYE  
COMMISSIONER MARCHBANKS AYE  
COMMISSIONER MCDONALD AYE  
COMMISSIONER KELLER AYE  
THE MOTION CARRIED UNANIMOUSLY.

2 6. **\*Continued Site Plan** – *West Lindon Business Park*. Ed Daley requests site plan  
approval for two office/warehouse buildings, 21,567 and 36,686 square feet  
4 respectively at approximately 730 North 2800 West in the Mixed Commercial zone.

6 Mr. Van Wagenen stated this item is also continued until the February 9, 2016  
Planning Commission Meeting and will not be reviewed tonight. He noted there are some  
8 last minute changes to the site that were not ready at the time of the staff report.

10 Chairperson Call asked if there were any further questions or comments from the  
Commission. Hearing none she called for a motion to continue.

12 COMMISSIONER KALLAS MOVED TO CONTINUE THE SITE PLAN FOR  
WEST LINDON BUSINESS PARK (AGENDA ITEM #6) UNTIL THE NEXT  
14 MEETING. COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE  
VOTE WAS RECORDED AS FOLLOWS:

16 CHAIRPERSON CALL AYE  
COMMISSIONER WILY AYE  
18 COMMISSIONER KALLAS AYE  
COMMISSIONER MARCHBANKS AYE  
20 COMMISSIONER MCDONALD AYE  
COMMISSIONER KELLER AYE  
22 THE MOTION CARRIED UNANIMOUSLY.

24 7. **Public Hearing** – *Street Master Plan Amendment, 700 North 2800 West*. Staff  
requests approval of a Street Master Plan Map amendment to remove a master  
26 planned road located at approximately 700 North 2800 West in Mixed Commercial  
and General Commercial zones. The road was planned to give access to an interior  
28 parcel, but recent development activity has shown adequate access is available from  
600 North.

30 COMMISSIONER WILY MOVED TO OPEN THE PUBLIC HEARING.  
32 COMMISSIONER MCDONALD SECONDED THE MOTION. ALL PRESENT  
VOTED IN FAVOR. THE MOTION CARRIED.

34 Hugh Van Wagenen, Planning Director, opened this discussion by giving a brief  
36 background of this agenda item. He noted that Jocelyn Crowther with JUB Engineers in  
in attendance tonight to answer any questions regarding this request. He explained  
38 Lindon City staff is requesting approval of a Street Master Plan Map amendment to  
remove a master planned road located at approximately 700 North 2800 West in the  
40 Mixed Commercial and General Commercial zones. He explained that the road was  
planned to give access to an interior parcel, but recent development activity has shown  
42 that adequate access is available from 600 North. Mr. Van Wagenen then referenced an  
aerial photo of the proposed area where the street is planned with affected properties  
44 Identified and the traffic circulation for Parcel #14:054:0127.

46 Mr. Van Wagenen further explained the street in question was added to the Street  
Master Plan after the Vineyard Connector alignment was announced by UDOT. Mr. Van  
Wagenen stated the construction of the Vineyard Connector will require the realignment  
48 of the Pleasant Grove/Lindon interchange as it heads west and that realignment may

2 affect the access to parcel #14:054:0127. He further explained that the road in question  
4 was placed on the Plan in order to preserve access to parcel #14:054:0127 and recent  
6 development activity on parcel #14:054:0127 has shown that the parcel can be accessed  
8 through 600 north. The street also traverses two other properties in order to serve parcel  
10 #14:054:0127; parcel #s 13:063:0085 and 13:063:0095 and both parcel #13:063:0085 and  
12 #13:063:0095 have frontage on 2800 west and do not need the street in question to access  
14 their respective properties. He went on to say that Parcel #13:063:0095 is developing and  
16 having a master planned road on the property affects the design of the site. He added that  
18 the street in question is designated as a local street on the Plan.

20 Mr. Van Wagenen then referenced for discussion the relevant general plan  
22 policies to consider in determining whether the requested change will be in the public  
24 interest as follows:

- 26 a. It is the “purpose of the transportation plan to balance future demands generated  
28 by the Land Use element with future roadway improvements, thereby developing  
30 a long-range transportation system plan which would efficiently support future  
32 land development.”
- 34 b. The Street Plan states the “inherent in a long-range projection is the potential for  
36 Variation due to unforeseen economic, political, social, and technological  
38 changes.”
- 40 c. “The goal of the transportation plan is to have a balanced circulation system  
42 which provides for safe and efficient movement of vehicles.”
- 44 d. “Planning shall minimize localized traffic congestion and operational problems  
46 and ensure adequate access to and circulation around commercial areas.”

48 Mr. Van Wagenen went on to say if the road stays on the plan there is no timeline  
as to when it will be constructed to serve parcel #14:054:0127 even though the site is  
already developing. He noted that access to the site is not ideal, but it is functional;  
Lindon, UDOT and the developer have worked to confirm this during that site’s approval  
process. The street does not appear necessary for parcel #14:054:0127 to develop. If the  
road is removed from the Plan, parcel #s 13:063:0085 and 13:063:0095 will not have the  
encumbrance of a road that was contemplated to serve only one parcel. He noted the City  
Engineer endorses this request for removal of the street from the Master Plan under these  
circumstances. At this time Mr. Van Wagenen called for any questions from the  
Commission.

Commissioner Marchbanks asked for clarification if it is planned when Phase II  
of the current development takes place if there will be other options into the property  
currently under development. Mr. Van Wagenen replied it will not be into the property  
but there will be intersection improvements, most likely a roundabout of some sort. Mr.  
Van Wagenen noted there was a traffic study done that was shared with the city and  
UDOT. There was then some general discussion by the Commission regarding this issue.  
Commissioner Kallas commented that he understands the reason for the right-in right-out  
but feels that this design/access road seems extremely awkward. Chairperson Call asked  
if keeping that master planned road would solve that issue. Commissioner Keller asked if  
the property owners have any concerns about the access. Mr. Van Wagenen stated notices  
were sent to the affected property owners noting one property owner has an application  
submitted and they have a preference to remove the road and is moving forward  
regardless of the roadway; there has been no other comments from the owners.

2 Chairperson Call inquired, because this is a master planned road, if there is a reason why  
4 this has to be done right now before we see how things development around it. Mr. Van  
6 Wagenen replied it affects what the property owner, who is developing now, wants to do  
8 with their property and it becomes more complicated with a road that doesn't serve them,  
10 so they prefer to remove it. If there wasn't development happening now with an  
12 application submitted it would not be so critical.

14 Following some additional discussion Chairperson Call asked if there were any  
16 further questions or comments. Hearing none she called for a motion.

18 COMMISSIONER KALLAS MOVED TO RECOMMEND TO THE CITY  
20 COUNCIL APPROVAL OF THE APPLICANT'S REQUEST TO REMOVE THE  
22 STREET IDENTIFIED AT APPROXIMATELY 700 NORTH 2800 WEST FROM THE  
24 STREET MASTER PLAN WITH NO CONDITIONS. COMMISSIONER  
26 MARCHBANKS SECONDED THE MOTION. THE VOTE WAS RECORDED AS  
28 FOLLOWS:

30 CHAIRPERSON CALL	AYE
32 COMMISSIONER WILY	AYE
34 COMMISSIONER KALLAS	AYE
36 COMMISSIONER MARCHBANKS	AYE
38 COMMISSIONER MCDONALD	AYE
40 COMMISSIONER KELLER	AYE

42 THE MOTION CARRIED UNANIMOUSLY.

44 8. **Public Hearing** – *General Plan Amendment, MS Properties*. The applicant is  
46 requesting a General Plan Land Use Map Amendment from Mixed Commercial to  
48 Industrial or Commercial to Industrial on subject properties located in various  
locations and identified by Utah County Parcel IDs #s 140620027, 140620051,  
140630031, 140630067, 140640131, 140640139, 140640143, 140640144,  
140650024, 140650051, 140650167, 170210059, 451110002, 451110003,  
451110004, 451110005, 451110006, 451110007, 451110008, 451110009,  
451110010, 451110011, 451110012, 451110013, 451110014, 451110015,  
451110016, 451110018, 451110025, 457440026, 454740027, 454750027,  
454940028, 140630053, 140630039, 140630037, 140630055, 140640145,  
451110001, 450630052, 465180001, 465180002, 465180003, 465180004,  
465180005, 465180006, 465180007, 465180008, 465180009, 465180010,  
451110008.

46 Mr. Van Wagenen led this discussion by giving a brief background of this agenda  
48 item. He explained the applicant, MS Properties is requesting a General Plan Land Use  
Map Amendment from Mixed Commercial to Industrial or Commercial to Industrial on  
subject properties located in various locations and identified by the parcel numbers listed  
above. Mr. Van Wagenen stated the applicant representative, Shawn Monsen is in  
attendance to address the Commission at this time.

Mr. Monsen explained that UIS along with these other industries have a long  
established history in this area and are asking for an amendment to the general plan. He  
then gave a brief history of UIS Industrial. He noted they also purchase and utilize  
services from other businesses in Lindon. He reminded the Commission that UIS is a  
significant contributor to the economic well-being of Lindon City along with the other

2 applicants. Mr. Monsen stated they are here tonight to ask for a General Plan Land Use  
Map Amendment because 1) the General Plan Map provides a vision for the City and  
4 they want to make sure they communicate clearly to the city that they are committed to  
continue doing business at their current locations in Lindon City as they have invested  
6 hundreds of millions of dollars and 2) If the General Plan Map were to turn into a Zoning  
Map essentially many of those uses currently going on in that area would become a non-  
8 conforming use and that is a concern.

10 Mr. Monsen further explained part of this is driven by some intimations or  
comments made by the city to the industrial side about not responding or attending to  
12 notices/meetings regarding the proposed Ivory Development. He noted they explained  
why that happened, but the point is they are interested in being long term, good standing  
14 citizens and contributing members of the City which has been proven by their roots here  
and the investments they have made in the buildings and development of those parcels  
and 3) they are trying to figure out what the city feels on their commitment; does the city  
16 want them to be here or not. They feel this is a good gauging ground to see if the city's  
vision is the same as their vision.

18 Mr. Van Wagenen went on to explain that the applicant would like the General  
Plan Land Use Map to reflect the current Zoning Map. He noted as listed above, many  
20 additional property owners are in support of this application. Currently, all the parcels  
requesting the change are zoned either Light Industrial or Heavy Industrial. The current  
22 status of these parcels on the General Plan Land Use Map ranges from Mixed  
Commercial to Research & Development to Commercial to Parks – Public Facilities. The  
24 current General Plan Land Use Map does not have a Heavy Industrial area identified on  
the Map. However, Heavy Industrial is referred to in the General Plan under the  
26 Industrial Land Uses section. Mr. Van Wagenen then presented an aerial photo of the  
proposed area to be re-classified, the current General Plan Land Use Map and the current  
28 Zoning Map.

30 Mr. Van Wagenen noted the General Plan currently designates one property under  
the category of Commercial. This category includes retail and service oriented  
businesses, and shopping centers that serve community and regional needs. The General  
32 Plan currently designates one property under the category of Parks — Public Facilities.  
This category refers to open space property owned by the city and designated for public  
34 use — primarily recreation (parks & trail systems) or public works and government  
facilities. The General Plan currently designates several properties under the category of  
36 Mixed Commercial. This category includes general commercial, low intensity light  
industrial, and research and business uses. The General Plan currently designates several  
38 properties under the category of Research & Development.

40 Mr. Van Wagenen noted this category is for areas of very light industrial uses  
with the character of a high-tech research park, corporate offices, and/or commercial uses  
which are compatible with surrounding properties. Depending on specific business  
42 activities, this type of development is viewed as particularly helpful for buffering  
between residential and other uses. The applicant requests that the General Plan  
44 designation of certain properties be changed to Light Industrial, which accommodates  
manufacturing, industrial processes, and warehousing uses not producing objectionable  
46 effects. The Light Industrial designation also allows some appropriate related retail uses  
such as gasoline service stations. The applicant requests that the General Plan designation

2 of certain properties be changed to Heavy Industrial, which accommodates areas where  
heavy manufacturing industrial processes necessary to the economy may be conducted.

4 Mr. Van Wagenen also stated the General Plan is different from the zoning map  
as it is a vision for the city and where they see land use going in the future (5-25 year  
6 outlook) whereas the zoning map governs today and what is currently happening. The last  
General Plan review was in 2011 and it is on the schedule for review and update this  
8 year.

10 Chairperson Call mentioned that she understands these concerns and she would  
suggest the Commission certainly take into account some of these issues/concerns when  
12 reviewing the General Plan. Commissioner Kallas asked for clarification from Mr.  
Monsen with the concerns in wanting to change the General Plan Map. Mr. Monsen  
14 stated if the zoning were to parallel and match the General Plan Map, as it currently  
stands, many of the uses that are currently allowed will become non-conforming uses.  
16 Commissioner Kallas pointed out the uses would still continue. Mr. Monsen agreed to  
that statement noting it would restrict the ability to expand and grow.

18 Chairperson Call called for any public comment at this time. Several residents in  
attendance addressed the Commission as follows:

20 **Melvin Radmall:** Mr. Radmall stated he does steel fabrication in Lindon and purchased  
his property as a Light Industrial use. He voiced his concerns that he feels we should be  
22 making more industrial property not taking it away and this change may impact his  
ability to sell his property in the future.

24 **Scott Robbins:** Mr. Robbins stated he lives in the Pheasant Brook subdivision. He  
26 questioned what the difference is between the light industrial and the mixed commercial  
use. He and his neighbors who live on 800 West have concerns with impacts from the  
28 noise and other issues as it is very loud and it is a problem.

30 **Lonnie Bigelow:** Ms. Bigelow stated she also lives on 800 West (10 years) and voiced  
her concerns about how this change will affect the residents. She stated that the zoning is  
32 the same, however, there are violations (noise, garbage, lights, etc.) that occur daily.  
There are a lot of problems now and they would like to know what will change for  
34 residents and what it will entail for them on their street; they would like to resolve the  
issues that so far have not been mitigated. She noted that they would like to have these  
36 issues addressed perhaps on another agenda as they have been subject to these issues for  
a long time.

38 **Rob Tubman:** Mr. Tubman (MS Properties) stated this is a Segway to a much bigger  
40 issue as when these things are discussed these are the types of voices that need to be  
heard when considering putting residential up against industrial. They are here tonight  
42 because they were concerned when they first heard about this and now they don't want  
this to slip away from them. He feels the dialogue needs to remain open and they want to  
44 make sure that Lindon, as a whole, are in with the industrial businesses that have been  
here for a long time. The concern is with the Standard Land Use table, which is what the  
46 Planning Department goes by, that if the General Plan map changes and supersedes the  
current zoning the Mixed Commercial zone where UIS is located the fabrication of metal  
48 products will not be permitted. They are extremely concerned about the future and for all

2 intensive purposes the future is right here on the screen tonight and it eradicates industry  
4 from Geneva Road.

6 **Tucker Woods:** Mr. Woods brought up the Light Industrial area between 800 West and  
8 Geneva Road. He expressed his main concern is what will go on there that is not already  
going on and what are you trying to zone it to. They want to know if this change is  
approved what will go there that is not already going on.

10 *Mr. Van Wagenen addressed this question explaining the General Plan Map is a vision  
12 document and a guideline only. This request is to make the existing zoning designation so  
14 what is regulated now will be reflected on the General Plan as the guiding document. The  
request is not to increase intensity but just to make the guiding document match the  
existing permissions on the property.*

16 **Laura Robbins:** Ms. Robbins mentioned the noise ordinance along with garbage and  
18 other issues that are not in compliance and stated if these things are not being controlled  
now how will we control more in the future. It is not within the levels it should be and  
20 how will it be controlled is a huge problem. She expressed that they do not want  
businesses to go away but they have to learn to live together and everyone needs to  
follow the rules.

22 **Martin Snow:** Mr. Snow stated he owns MS Properties and UIS. He mentioned when  
24 they attended an earlier meeting regarding zoning they basically wanted to put housing  
right next to Heavy and Light Industrial use and the topic of conflicts and buffers came  
26 up. He feels the city needs to buffer between residential and industrial. He mentioned that  
the topic was brought up if there were any issues at hand between existing residential and  
28 it was said there was not. Mr. Snow stated he disagreed with that statement. They feel  
they were there first and there needs to be an adequate buffer between residential and  
30 industrial and it needs to be mitigated in a different way. They don't want to see this  
problem continue to occur with the proposed Ivory Development. This current zoning is  
32 not changing, what they are asking for is a General Use Map change because when  
everyone bought their property the zoning was all industrial (either light or heavy). In  
34 2011 the city changed the plan and it adversely affected all of the property owners (210  
acres) and they want the zoning for the General Plan to remain the same as the current  
36 use. It is not a zoning change it is a matter of division in the future which could be  
detrimental on land use and property values.

38 **Jared Johnson:** Mr. Johnson expressed, in his opinion, if this changes it does nothing  
40 but help the residents. He feels it will be a lighter use and there will be less industrial.

42 Chairperson Call stated some of these concerns are valid points as far as  
44 compliance but cannot be addressed in this meeting tonight but can be addressed at  
another time with city staff. Mr. Van Wagenen stated these concerns are being addressed  
and to contact city staff with any issues.

46 Commissioner Keller asked for clarification between the zoning map and the  
48 general plan land use map. Mr. Van Wagenen explained again that the general plan land  
use map is a vision document and is broader in nature and to look at what the city will

2 look like in 5-20 years; it is a fluid document and does not regulate use on property today.  
4 The map that regulates use today is the zoning map to see what is allowed in what part of  
6 town and what can be done with your own property. This change is so the existing  
8 zoning and intensity that is there is reflected on the vision document going forward.

Chairperson Call asked if there were any further questions or comments from the public. Hearing none she called for a motion to close the public hearing.

COMMISSIONER WILY MOVED TO OPEN THE PUBLIC HEARING.  
COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT  
VOTED IN FAVOR. THE MOTION CARRIED.

Commissioner Kallas questioned staff what the disadvantage is with the vision document that would be changed back to industrial. Mr. Van Wagenen then presented what the map would look like if approved. He noted it depends on the practical nature of the change as the underlying zoning is what it is and how well does that reflect the vision of the city. Commissioner Kallas stated he is not interested in driving these industries out as they are vital to our community, but he feels we are talking about two different things (Ivory and 800 West). He questioned if perhaps we should wait until the General Plan (vision document) is going to be reviewed in the fall, maybe this discussion should wait until after that review takes place and then bring the proposal back before making a decision; changing it now may not be the right time.

Chairperson Call agreed she is not prepared to make a change to the general plan right now. She noted she appreciates the input from the residents and property owners and it certainly brings a lot of information to the Commission. Before taking any action she would like to wait until the general plan is reviewed and take these things into consideration at that time.

Commissioner Wily feels the timing is perfect as the general plan is up for renewal and the whole process will require public input with a committee and hearings etc. It is good to have this input now that will feed into that process that is forthcoming.

Commissioner McDonald commented we should consider that the general plan has been changed before and why is this circumstance different, however, he does like the idea of obtaining additional input and information from more citizens. He doesn't want to send the signal that the city is forcing out industry and does not want industrial businesses in the city; he know that is not what the city wants. Hopefully whatever direction is taken that is not the message that we are sending because we need both industrial and residential but he realizes there will always be some type of conflict.

Chairperson Call stated as far as the residents are concerned their complaints are valid and staff will work with them to mitigate some of these issues. Chairperson Call she re-iterated that she is not ready to make a decision to change the General Plan tonight and she would recommend continuing this item until more information is obtained and the general plan is reviewed. Commissioner McDonald asked if this is continued will it still go to the City Council. Mr. Van Wagenen stated only with approval of recommendation will it go to the city council.

Chairperson Call asked if there were any further questions or comments from the Commission. Hearing none she called for a motion.

2 COMMISSIONER KALLAS MOVED TO CONTINUE THE APPLICANT'S  
3 REQUEST TO CHANGE THE GENERAL PLAN DESIGNATION OF THE LOTS  
4 IDENTIFIED IN THE STAFF REPORT TO LIGHT INDUSTRIAL UNTIL THE  
5 PERIOD WHERE THE GENERAL PLAN IS REVIEWED AND UPDATED.

6 COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE VOTE WAS  
7 RECORDED AS FOLLOWS:

8	CHAIRPERSON CALL	AYE
	COMMISSIONER WILY	AYE
10	COMMISSIONER KALLAS	AYE
	COMMISSIONER MARCHBANKS	AYE
12	COMMISSIONER MCDONALD	AYE
	COMMISSIONER KELLER	AYE

14 THE MOTION CARRIED UNANIMOUSLY.

16 9. **Public Hearing** – *Ordinance Amendment, 17.48, Vehicle Sales Site Requirements.*

17 Lindon City is considering a City Code amendment to enact specific site requirements  
18 for vehicle sales lots in Commercial zones. Landscaping, display areas, buildings, and  
19 customer/employee parking are among the items being considered.

20 COMMISSIONER KALLAS MOVED TO OPEN THE PUBLIC HEARING.  
21 COMMISSIONER MCDONALD SECONDED THE MOTION. ALL PRESENT  
22 VOTED IN FAVOR. THE MOTION CARRIED.

23  
24 Mr. Van Wagenen led this discussion by explaining that over the last several  
25 months the Planning Commission and City Council have been discussing used car lots  
26 along State Street. These discussions stemmed from concept reviews received from  
27 applicants looking to change zoning designations on specific lots to allow used vehicles  
28 sales. As part of these discussions, per direction of the City Council and Planning  
29 Commission it was contemplated to have specific site requirements for vehicle sales lots  
30 in commercial zones and this ordinance (included in the staff report) is a draft of possible  
31 requirements.

32 Mr. Van Wagenen noted that Lindon already has landscaping, parking, and design  
33 requirements for new sites being developed. However, the requirements in this ordinance  
34 would be additional requirements for not only newly developed vehicle sales lots, but  
35 also sites converting to vehicular sales lots from in commercial zones where such sales  
36 are allowed. This ordinance in its current form would not apply to vehicle sales lots  
37 outside of commercial zones. This ordinance draft references sections of code found in  
38 17.18 Off-Street Parking as many parking standards are covered in that section of the  
39 code. He noted this will also prevent having to update two sections of code if standards in  
40 17.18 are amended.

41 He went on to say with this ordinance it is possible to require all existing vehicle  
42 sales lots to come into compliance after a certain period of time. However, it is typical to  
43 allow previously approved uses to continue under the previous requirements unless they  
44 choose to expand their operation in some manner. An assessment of existing used vehicle  
45 sales lots was conducted for reference in developing the draft requirements in the  
46 ordinance.

2 Mr. Van Wagenen then referenced the ordinance draft section 17.48.200 which  
states Vehicle Sales Lots Sales lots for automobiles, RVs, boats, trailers, motorcycles,  
4 ATVs, and similar vehicles shall only be conducted in appropriate zones according to the  
Standard Land Use Table and shall be fully improved to comply with current city  
6 standards, including fully paved display area, permanent sales office built to the current  
building code, landscaping, streetlights and permanent signage.

8 Mr. Van Wagenen also referenced the following additional standards that shall apply:

- 10 1) Business License: Prior to the issuance of any business license, an applicant shall  
first obtain site plan approval from City Staff regarding the requirements in this  
Chapter and Section. Vehicle Sales Lot site plan applications are subject to an  
12 application fee as stated in the Lindon City Fee Schedule. Site plan submittals  
must meet the requirements contained in the Lindon City Land Development  
14 Policies, Standards, Specifications, and Drawings Manual.
- 16 2) Minimum Lot Size: One (1) acre
- 18 3) Minimum Frontage on a Public Street: Two hundred (200) feet; double frontage  
lots may count all frontage toward this requirement.
- 20 4) Parking Spaces: See 17.18 Off-Street Parking for minimum number of stalls for  
employees and customers.
  - 22 a) Dimensions shall meet requirements set forth in 17.18.020 Size of  
parking spaces and aisles.
  - 24 b) Stalls must be clearly designated as “Customer” or “Employee” with  
an upright pole sign placed at the top of each customer and employee  
26 parking space in order to differentiate from display stalls. These spaces  
shall not be used for parking vehicles which are for sale or for the  
display of any merchandise.
- 28 5) Parking Lot: See 17.18.080 Parking lot maintenance and design.
- 30 6) Display Spaces:
  - 32 a) Dimensions shall meet requirements set forth in 17.18.020 Size of parking  
spaces and aisles.
  - 34 b) All automobiles and other vehicles which are for sale at the auto lot shall be  
parked in the automobile showroom or in a parking space which is specifically  
36 designated for displaying merchandise for sale.
  - 38 c) All vehicles for sale shall be parked and stored solely within the automobile  
lot.
- 40 7) Display Lot: See 17.18.080 Parking lot maintenance and design.
- 42 8) Display Area:
  - 44 a) No merchandise shall be permitted to be stored on any required  
landscaped area, drive access, sidewalk or other public right of way or in  
46 any manner deemed a safety hazard to the general public.
  - 48 b) No merchandise displayed shall exceed ten (10) feet in height as measured  
from the grade of the nearest public sidewalk.
- 9) Interior Landscaping:
  - a) Landscaping within the interior of the parking/display lot shall  
be required at forty (40) square feet per required  
customer/employee parking stall and twenty (20) square feet  
per vehicle display space. See 17.18.085(2)(f) for interior  
landscaping layout standards.



2 COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC  
HEARING. COMMISSIONER WILY SECONDED THE MOTION. ALL PRESENT  
4 VOTED IN FAVOR. THE MOTION CARRIED.

6 Mr. Van Wagenen made mention that he made several changes to the draft per  
discussion. There was then some additional discussion regarding other various used car  
8 lots in the city including interior landscaping and parking. Mr. Van Wagenen stated this  
discussion stems from conversations generally from this body and the City Council about  
10 the concerns of citizens regarding the amount of used car lots in the city and trying to  
address the aesthetic concerns. Commissioner Marchbanks stated he would recommend  
12 eliminating the interior landscaping requirement based on it being triggered by display  
parking spaces (striking #9 altogether). Commissioner McDonald stated he is not  
14 opposed to interior landscaping to some extent because the main purpose is to make sure  
these lots are appealing and not an eyesore and some interior landscaping could help with  
16 that. He stated he would like to see some examples of existing car lots before making a  
decision. Mr. Van Wagenen noted staff will make the changes and bring it back to the  
18 next meeting. He added if they want to see examples etc. he would suggest continuing  
this item to gather additional information.

20 Chairperson Call observed that the Commission seems to be in agreement with  
the majority of the ordinance language but there are a few things they would like to look  
22 at before making a recommendation to the city council as follows: 1) Interior landscaping  
and/display parking 2) See examples of how that would appear. Commissioner Kallas  
24 commented that staff has done a great job with the ordinance and it mitigates some of the  
issues voiced by the community and he feels this should be done with that in mind.

26 Chairperson Call asked if there were any further questions or comments from the  
Commission. Hearing none she called for a motion.

28  
30 COMMISSIONER MCDONALD MOVED TO CONTINUE ORDINANCE  
AMENDMENT 2016-3-O TO ALLOW THE TIME TO GATHER ADDITIONAL  
INFORMATION. COMMISSIONER WILY SECONDED THE MOTION. THE VOTE  
32 WAS RECORDED AS FOLLOWS:

34 CHAIRPERSON CALL	AYE
COMMISSIONER WILY	AYE
COMMISSIONER KALLAS	AYE
36 COMMISSIONER MARCHBANKS	AYE
COMMISSIONER MCDONALD	AYE
38 COMMISSIONER KELLER	AYE

THE MOTION CARRIED UNANIMOUSLY.

40  
42 10. **Public Hearing** – *Zone Map Amendment, CG-A to CG*. Lindon City Council  
requests approval of a Zone Map amendment to reclassify the following parcels from  
44 General Commercial-Auto (CG-A) to General Commercial, to not allow used  
automobile sales on the lots: 453710016, 453710018, 372370002, 140700310,  
46 140700040, 140700041, 140700199, 140700257.

2 COMMISSIONER KALLAS MOVED TO OPEN THE PUBLIC HEARING.  
3 COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT  
4 VOTED IN FAVOR. THE MOTION CARRIED.

6 Mr. Van Wagenen stated over the last several months the Planning Commission  
7 and City Council have been discussing used vehicle sales along State Street. A request  
8 from the City Council that stemmed from those discussions was to consider rezoning  
9 existing CG-A lots that do not currently operate a used vehicle sales business. He then  
10 referenced the eight lots identified below fit that the description.

- 11 • There are currently seven used vehicle dealers on State Street in Lindon.
- 12 • Sixteen properties are currently zoned CG-A along State Street.
- 13 • Used vehicle sales business do create sales tax for Lindon.

14 Mr. Van Wagenen referenced the following table that summarizes the sales tax  
15 contributions to the City from the seven dealerships during July 2014 to October 2015:

16	Total Auto Tax Rec'd	\$ 335,090.53
17	Total Sales Tax Rec'd	\$ 4,729,377.86
18	% from Auto	7.09%
19	Median per dealer per month	\$ 2,847.18
20	Average per dealer per month	\$ 4,528.88

21 Mr. Van Wagenen explained the difference in the median and average monthly  
22 sales tax numbers. He noted this indicates there are one or two dealers that are producing  
23 far more sales tax than the remaining dealerships. He also referenced Subsection  
24 17.04.090(2) of the Lindon City Code that establishes the factors to review when  
25 considering a request for a zone change. The subsection states that the “planning  
26 commission shall recommend adoption of a proposed amendment only where the  
27 following findings are made:

- 28 ○ The proposed amendment is in accord with the master plan of Lindon  
29 City;
- 30 ○ Changed or changing conditions make the proposed amendment  
31 reasonably necessary to carry out the purposes of the division.”

32 He noted the stated purpose of the General Commercial Zone is to “promote  
33 commercial and service uses for general community shopping.” Further, the “objective in  
34 establishing commercial zones is to provide areas within the City where commercial and  
35 service uses may be located.” Commercial zones include the CG, CG-A, CG-A8, CG-S,  
36 PC-1, and PC-2 zones.

37 Mr. Van Wagenen mentioned after receiving notification of the proposed zone  
38 change, two owners approached City staff to voice opposition to the idea. Skip Dunn and  
39 Royal West, owners of properties located at 569 N. State and 195 S. State and are not in  
40 favor of the rezone. Although nothing in writing has been received from either owner,  
41 they were very clear in their positions. Mr. Van Wagenen then presented the map of  
42 properties under consideration of rezone and the current zoning map followed by  
43 discussion.

44 Chairperson Call called for any public comment at this time. Several residents in  
45 attendance addressed the Commission as follows:

2 **Royal West:** Mr. West voiced his concerns that there are two used car lots next to his  
4 business and feels this will take away the possibility of ever selling his property; he has  
no intention of selling for a used car lot.

6 **Jake Hoyt:** Mr. Hoyt inquired what efforts were made to contact the property owners.  
Mr. Van Wagenen stated staff noticed the property owners within 300 ft. and the letter  
8 clearly stated they can come and present their argument (even within 10 days of this  
hearing tonight).

10  
12 **Neil Dastrup:** Mr. Dastrup commented that what Mr. West said makes sense as his  
property could be tied with the other property to allow them to expand. He added if the  
property doesn't qualify would they have to re-qualify if they are not using it anyway and  
14 would they have to pass the requirements to go back to a car dealership; if so why tie up  
the auto dealership rights.

16  
18 **Ray Tuckett:** Mr. Tuckett stated he owns property on State Street located at 460 North  
State Street. He expressed that it has been discouraging because he is approached two or  
three times a month that want to locate a car lot there; it hasn't gone anywhere because it  
20 is not allowed. He feels that six or seven lots is not too many.

22 Commissioner Keller asked if we can conditionally approve this change only on  
certain locations. Mr. Van Wagenen stated that could be added in the motion and exclude  
24 the ones you do not want to see recommended. Commissioner Kallas commented that  
this seems a little awkward discussing this when we are waiting for changes to the  
26 previously discussed agenda item: why make a motion to accept or deny this until the  
other item is considered. There was then some additional discussion by the Commission  
28 regarding this issue.

At this time Chairperson Call asked for Councilmember Hoyt's opinion on this  
30 issue. Councilmember Hoyt stated the majority of conversation came up during the  
meeting when he had a conflict of interest. He did say that he feels the market dictates  
32 but the Council doesn't want all used car lots on State Street either. Councilmember Bean  
added that this issue is somewhat subjective, but when it came down to it the council at  
34 that time felt the need to limit number the used car dealerships on State Street.  
Chairperson Call commented she would recommend changing this as it would open it up  
36 for the use but not create an overabundance.

38 Chairperson Call asked if there were any further questions or comments from the  
public. Hearing none she called for a motion to close the public hearing.

40 COMMISSIONER MCDONALD MOVED TO CLOSE THE PUBLIC  
HEARING. COMMISSIONER KELLER SECONDED THE MOTION. ALL PRESENT  
42 VOTED IN FAVOR. THE MOTION CARRIED.

44 Chairperson Call asked if there were any further questions or comments from the  
Commission. Hearing none she called for a motion.

46  
48 COMMISSIONER MARCH BANKS MOVED RECOMMEND TO THE CITY  
COUNCIL APPROVAL OF ORDINANCE 2016-4-O TO CHANGE THE ZONING

2 DESIGNATION OF THE SUBJECT LOTS FROM GENERAL COMMERCIAL (CG-  
A) TO GENERAL COMMERCIAL (CG) WITH THE FOLLOWING EXCEPTIONS  
4 THAT PARCELS ID #37:237:0002, SKIP DUNN PROPERTY AND ID #14:070:0199  
KEY WEST PROPERTIES AS THE ONLY EXCEPTIONS. COMMISSIONER WILY  
6 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL AYE  
8 COMMISSIONER WILY AYE  
COMMISSIONER KALLAS AYE  
10 COMMISSIONER MARCHBANKS AYE  
COMMISSIONER MCDONALD AYE  
12 COMMISSIONER KELLER AYE  
THE MOTION CARRIED UNANIMOUSLY.

14

11. **Public Hearing** – *Zone Map Amendment, CG to CG-A, Utah Valley Auto Brokers.*

16 Jeff Peterson requests approval of a Zone Map amendment to reclassify Utah County  
Parcel ID #14:068:0263, owned by Intermountain Fire Place Store, LLC from  
18 General Commercial (CG) to General Commercial A (CG-A), to allow used  
automobile sales on the lot, 460 North State Street.

20

COMMISSIONER KALLAS MOVED TO OPEN THE PUBLIC HEARING.  
22 COMMISSIONER MCDONALD SECONDED THE MOTION. ALL PRESENT  
VOTED IN FAVOR. THE MOTION CARRIED.

24

Mr. Van Wagenen led this discussion by stating Jeff Peterson (who is in  
26 attendance) is requesting approval of a Zone change to reclassify Utah County Parcel ID  
#14:068:0263, owned by Intermountain Fire Place Store (Ray Tuckett), LLC from  
28 General Commercial (CG) to General Commercial A (CG-A), to allow used automobile  
sales on the lot located at 460 North State Street (3.5 acres). Mr. Van Wagenen stated the  
30 principle difference between the General Commercial (CG) and General Commercial A  
(CG-A) zones is that the CG does not allow used car sales, while the CG-A does. The  
32 property in question was home to Hearth and Home stone products until the business  
moved nearly two years ago and since that time, the property has been unoccupied.

34 Mr. Van Wagenen noted that Subsection 17.04.090(2) of the Lindon City Code  
establishes the factors to review when considering a request for a zone change. The  
36 subsection states that the “planning commission shall recommend adoption of a proposed  
amendment only where the following findings are made:

- 38 ○ The proposed amendment is in accord with the master plan of Lindon  
City;
- 40 ○ Changed or changing conditions make the proposed amendment  
reasonably necessary to carry out the purposes of the division.”

42 Mr. Van Wagenen explained the stated purpose of the General Commercial Zone  
is to “promote commercial and service uses for general community shopping.” Further,  
44 the “objective in establishing commercial zones is to provide areas within the City where  
commercial and service uses may be located.” Commercial zones include the CG, CG-A,  
46 CG-A8, CG-S, PC-1, and PC-2 zones.

2 Mr. Van Wagenen then referenced an aerial photo of the proposed area to be re-  
classified, the Street View of the proposed area to be reclassified and the Current zoning  
4 of the area. He then turned the time over to the applicant for comment.

6 Mr. Peterson commented they have grown out of their current location in Orem  
and they feel this is a perfect site for an auto dealership and it would serve them well. He  
8 noted they only sell 2012 or newer cars and they carry 25 to 35 cars and they are hoping  
to expand to 40 to 50 cars. They keep their cars nice and will keep the site very nice also.  
10 There was then some general discussion by the Commission with Mr. Peterson regarding  
this issue. Mr. Van Wagenen pointed out with the continuance of the ordinance anything  
12 that might be affected by that ordinance is put on hold until that ordinance is approved  
and until the hearings are over. He added that for this application, before the business  
14 license could be issued, it would have to wait until the ordinance is vetted and would  
apply to anyone from this point on because proceedings were initiated. Commissioner  
16 Marchbanks asked if this could be approved subject to meeting all the guidelines of the  
new ordinance once it is in place or to continue it; he would be fine either way.

18 Mr. Van Wagenen stated either way this zone change request would have to go to  
the city council. Chairperson Call expressed that she would like to have the ordinance in  
place first before approving additional businesses. Commissioner Wily stated he feels it  
20 is the applicant's choice as they can be working on their site plan etc. as we are not really  
making them wait on their plan but for site plan approval. Chairperson Call pointed out  
22 that this will have to go to the city council for approval. Mr. Van Wagenen mentioned  
that the ordinance states they do have to apply for a site plan that will come before the  
24 commission.

26 Chairperson Call asked if there were any public questions or comments. Hearing  
none she called for a motion to close the public hearing.

28 COMMISSIONER KALLAS MOVED TO CLOSE THE PUBLIC HEARING.  
COMMISSIONER WILY SECONDED THE MOTION. ALL PRESENT VOTED IN  
30 FAVOR. THE MOTION CARRIED.

32 Chairperson Call asked if there were any further questions or comments from the  
Commission. Hearing none she called for a motion.

34 Commissioner Kallas commented that he sees no reason to continue this as the  
ordinance change is being considered the application will be subject to it. This property  
36 makes sense for a used car lot.

38 COMMISSIONER MARCHBANKS MOVED TO RECOMMEND TO THE  
40 CITY COUNCIL APPROVAL TO CHANGE THE ZONING DESIGNATION OF THE  
LOT IDENTIFIED BY UTAH COUNTY PARCEL #14:068:0263 FROM GENERAL  
42 COMMERCIAL (CG) TO GENERAL COMMERCIAL (CG-A) WITH THE  
CONDITION THAT THE APPLICANT MEET THE REQUIREMENTS OF THE NEW  
44 ORDINANCE UNDER CONSIDERATION. COMMISSIONER MCDONALD  
SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

46 CHAIRPERSON CALL AYE  
COMMISSIONER WILY AYE  
48 COMMISSIONER KALLAS AYE

2 COMMISSIONER MARCHBANKS AYE  
COMMISSIONER MCDONALD AYE  
4 COMMISSIONER KELLER AYE  
THE MOTION CARRIED UNANIMOUSLY.

6

12. **Public Hearing** – *Zone Map Amendment, CG to CG-A, Dastrup Auto.* Devin Dastrup requests approval of a Zone Map amendment to reclassify Utah County Parcel ID #14:067:0052 from General Commercial (CG) to General Commercial A (CG-A), to allow used automobile sales on the lot, 475 North State Street.

12 COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC  
HEARING. COMMISSIONER WILY SECONDED THE MOTION. ALL PRESENT  
14 VOTED IN FAVOR. THE MOTION CARRIED.

16 Mr. Van Wagenen led this discussion by stating Devin Dastrup (who is  
attendance) is requesting approval of a Zone Map amendment to reclassify Utah County  
18 Parcel ID #14:067:0052 from General Commercial (CG) to General Commercial A (CG-  
A), to allow used automobile sales on the lot located at 475 North State Street. He noted  
20 this item is similar to the request that was just considered.

Mr. Van Wagenen stated the principle difference between the General  
22 Commercial (CG) and General Commercial A (CG-A) zones is that the CG does not  
allow used car sales, while the CG-A does. The property in question was home to Patch's  
24 Majestic Metals before an unfortunate fire burned the building to the ground. Since that  
time there have been some business operations in the back, but nothing has happened  
26 along the frontage. He noted that Dastrup Auto is currently located in Orem, but is  
looking to locate in Lindon. The property was recently purchased and is now owned by  
28 Dastrup Auto, Inc. He noted Mr. Dastrup's proposed site plan is attached. He also  
mentioned a letter submitted to the commission prior to the meeting (copies distributed)  
30 from the Mr. & Mrs. Esteban expressing their concerns with the site plan, traffic, noise  
and light pollution.

32 Mr. Van Wagenen then presented an aerial photo of the proposed area to be re-  
classified, the applicant's proposed site plan and the current zoning of the area followed  
34 by discussion. He then turned the time over to the applicant for comment.

Mr. Dastrup referenced the site plan noting the parcel they have purchased. He  
36 noted the intended use is a used car dealership including a shop. He added this is a light  
industrial use with an existing home on the property to use as an office. He noted they  
38 plan to use a white vinyl fence and implement the 20 ft. landscaping strip and streetlights.  
Noise and light pollution will be minimal. He stated that he has talked with the neighbors  
40 and expressed their plans to them and the neighbors seem supportive and favorable and  
they feel it will be an improvement to the site. Mr. Dastrup stated he will also reach out to  
42 the Esteban's to address their concerns. Mr. Dastrup then went over his site plan followed  
by some general discussion. Following discussion the Commission felt this will be an  
44 improvement to the property and agreed it will be aesthetically pleasing.

46 Chairperson Call asked if there were any further questions or comments from the  
public. Hearing none she called for a motion to close the public hearing.

2 COMMISSIONER WILY MOVED TO CLOSE THE PUBLIC HEARING.  
3 COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT  
4 VOTED IN FAVOR. THE MOTION CARRIED.

6 Chairperson Call asked if there were any further questions or comments from the  
7 Commission. Hearing none she called for a motion.

8  
9 COMMISSIONER MARCHBANKS MOVED TO RECOMMEND TO THE  
10 CITY COUNCIL APPROVAL TO CHANGE THE ZONING DESIGNATION OF THE  
11 LOT IDENTIFIED BY UTAH COUNTY PARCEL #14:067:0052 FROM GENERAL  
12 COMMERCIAL (CG) TO GENERAL COMMERCIAL A (CG-A) WITH THE  
13 CONDITION THAT THE APPLICANT MEETS THE GUIDELINES OF THE NEW  
14 ORDINANCE UNDER CONSIDERATION. COMMISSIONER KELLER  
15 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

16 CHAIRPERSON CALL AYE  
17 COMMISSIONER WILY AYE  
18 COMMISSIONER KALLAS AYE  
19 COMMISSIONER MARCHBANKS AYE  
20 COMMISSIONER MCDONALD AYE  
21 COMMISSIONER KELLER AYE  
22 THE MOTION CARRIED UNANIMOUSLY.

24 **13. Planning Commission Chair Elections** – The Planning Commission will elect both  
25 a Chair and Vice-chair for the 2016 calendar year.

26  
27 Mr. Van Wagenen led this discussion by stating tonight the Planning Commission  
28 will elect both a Chair and Vice-chair for the 2016 calendar year. He noted the current  
29 chair of the Planning Commission is Sharon Call and the current Vice-chair is Mike  
30 Marchbanks. The election for Chair and Vice-chair are held annually as outlined in LCC  
31 17.08.050 Planning Commission Policies and Procedures as follows:

32 1. Organization

- 33 i) Quorum - A quorum of at least four Planning Commission members must be  
34 present to hold a meeting and conduct business according to a legally prepared  
35 and posted agenda.
- 36 ii) Chairman and Vice Chairman - The annual election of the Chairman and Vice  
37 Chairman shall take place once each year. Nominations for each office shall be  
38 received from the voting Commission members. The Chairman and Vice  
39 Chairman shall serve for a term of one year. In the event of absence or disability  
40 of the Chairman, the Vice Chairman shall preside. In the absence of both, the  
41 members shall appoint a Chairman for the meeting. The Vice Chairman shall  
42 succeed the Chairman for the period of the unexpired term if he or she vacates  
43 office before the term is completed. A new Vice Chairman shall be elected at the  
44 next regular meeting

46 Following some discussion the Commission was in agreement to approve Sharon  
47 Call as Chair and Mike Marchbanks as Vice Chair for the 2016 Calendar year.

2 Chairperson Call asked if there were any further questions or comments from the  
Commission. Hearing none she called for a motion.

4

6 COMMISSIONER KALLAS MOVED TO APPROVE SHARON CALL AS  
THE PLANNING COMMISSION CHAIR FOR THE 2016 CALENDAR YEAR AND  
APPROVE MIKE MARCHBANKS AS THE VICE CHAIR. COMMISSIONER WILY  
8 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL AYE

10 COMMISSIONER WILY AYE

COMMISSIONER KALLAS AYE

12 COMMISSIONER MARCHBANKS AYE

COMMISSIONER MCDONALD AYE

14 COMMISSIONER KELLER AYE

THE MOTION CARRIED UNANIMOUSLY.

16

18 **14. New Business: Reports by Commissioners** – Chairperson Call called for any  
comments or discussion from the Commissioners.

20 Chairperson Call welcomed Commissioner Keller to the Planning Commission  
and asked him to introduce himself. Commissioner Keller introduced himself and  
22 thanked the Commission for the opportunity to serve. Chairperson Call commented on an  
email sent from Councilmember Lundberg about the apartment complexes and the  
24 density and she would encourage the Commissioners to study it and to realize the scope  
of it. Commissioner Kallas inquired is Alpine School District came to the City Council  
26 meeting. Mr. Van Wagenen stated they did not attend the last meeting. He noted there  
are concerns and issues with traffic flow etc. and how it may affect the residents.

28 Commissioner Marchbanks asked for updates regarding the Alpine School  
District issue so the Commission can be informed and understand what they are going to  
30 do. Mr. Van Wagenen stated he will send the concepts to the Commission when they  
receive them and keep them in the loop.

32 Chairperson Call called for any further comments or discussion. Hearing none she  
moved on to the next agenda item.

34

36 **15. Planning Director Report**– Mr. Van Wagenen reported on the following items  
followed by discussion:

- 38 • Wadley Farms Tour: working on a date end of February or March
- Rec Center Discounts follow up – talk about it at the budget kick off  
meeting
- 40 • February 2, 2016 Joint Agenda Item with City Council: Ivory Anderson  
Farms – will be issue focused.
- 42 • Development Agreement will be presented at the February 9<sup>th</sup> meeting.

44 Chairperson Call called for any further comments or discussion. Hearing none she  
called for a motion to adjourn.

46

**ADJOURN** –

48

2 COMMISSIONER KALLAS MADE A MOTION TO ADJOURN THE  
MEETING AT 11:00 P.M. COMMISSIONER MCDONALD SECONDED THE  
4 MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

6 Approved – February 9, 2016

8 \_\_\_\_\_  
Sharon Call, Chairperson

10  
12 \_\_\_\_\_  
Hugh Van Wagenen, Planning Director

**Item 3: Public Comment**

**1 - Subject** \_\_\_\_\_  
Discussion

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**2 - Subject** \_\_\_\_\_  
Discussion

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**3 - Subject** \_\_\_\_\_  
Discussion

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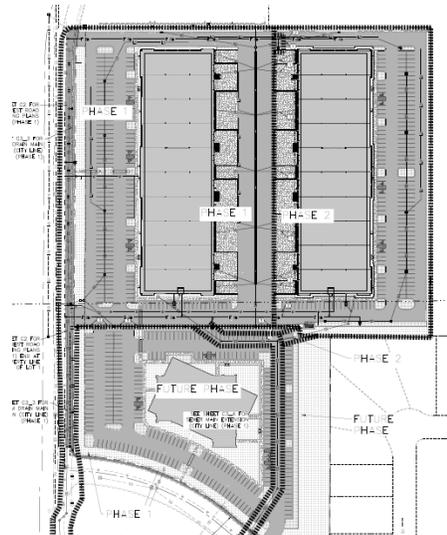
## Item 4: Conditional Use Permit — Streamline Manufacturing 632 North 2000 West

Patrick Call, Streamline Manufacturing, LLC, requests a conditional use permit (CUP) for General Food Mfg. - under 20,000 sq/ft., to be located at 632 North 2000 West, in the Mixed Commercial (MC) zone.

<p><b>Applicant:</b> Patrick Call, Streamline Manufacturing, LLC  <b>Presenting Staff:</b> Brandon Snyder</p> <p><b>General Plan:</b> Mixed Commercial (MC)  <b>Zone:</b> Mixed Commercial (MC)</p> <p><b>Property Owner:</b> WICP West Lindon LLC  <b>Address:</b> 632 N. 2000 W. Ste. 106  <b>Parcel ID:</b> 45-563-0001 (Lot 1, Plat A, Lindon Tech Center Subdivision)  <b>Lot Size:</b> 5.65 acres</p> <p><b>Type of Decision:</b> Administrative  <b>Council Action Required:</b> No</p>	<p><b>SUMMARY OF KEY ISSUES</b></p> <ol style="list-style-type: none"> <li>Whether to approve the applicant's request for a conditional use permit (General Food Mfg. - under 20,000 sq/ft.) at 632 North 2000 West, Ste. 106.</li> <li>Whether to impose reasonable conditions to mitigate potential detrimental impacts.</li> </ol> <p><b>MOTION</b>  I move to (<i>approve, deny, continue</i>) the applicant's request for a conditional use permit for General Food Mfg. - under 20,000 sq/ft. to be located at 632 North 2000 West, Ste. 106, with the following conditions (if any):</p> <ol style="list-style-type: none"> <li></li> <li></li> </ol>
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### BACKGROUND

The applicant is proposing to occupy a portion of the building at 632 North 2000 West. The site plan for the structure at 632 North 2000 West was approved by the Planning Commission on January 27, 2015. The structure (building 1, 81,884 sq. ft.), is nearing completion. The applicant requests approval for general food manufacturing. This use requires a conditional use permit in the MC zone. The facility is limited to 20,000 square feet. (Submitted plans indicate the facility at approximately 15,000 sq. ft. in area). A facility over 20,000 square feet is not permitted in the MC zone. In addition to general food manufacturing, the applicant will be batching and filling topical ointments, supplements, personal care, and cosmetic products. Please refer to the applicants attached proposed use description. Some of these items are currently not identified on the Lindon City Standard Land Use Table. However, The Lindon City Standard Land Use Table, Appendix A, Section 1-B, indicates that the land uses identified in the table are intended to regulate primary uses of parcels or structures. In some instances some land uses not allowed as a permitted or conditional use may be



allowed when the use is secondary or ancillary to the main or primary use of the property when such use is found to be harmonious and compatible with the zone in which the use is located. It also indicates that these secondary or ancillary uses shall be defined as a use which does not occupy more than 20% of the site or constitute more than 20% of the business. The objective in establishing the Mixed Commercial zone is to provide areas within the City where low intensity light industrial, research and development, professional and business services, retail and other commercial related uses may be located.



When determining if a secondary use is compatible and harmonious with the zone, the Planning Commission may consider the following: nature of inventory, processes, storage of materials, number of employees, business hours, transportation requirements, possible generation of nuisances (noise, smoke, odor, glare, vibration, radiation, and fumes), and any specific utility requirements (water supply, waste water output, pretreatment of wastes and emissions). Third party notices were mailed on January 29, 2016, to the adjoining property owners in accordance with Lindon City Code Section 17.14.50 Third Party Notice. Staff has

received no public comment at this time.

Table 1. Surrounding Land Uses and Zoning

Surrounding Uses	North	South	East	West
	Forever Green	Offices (Lindon Tech Phase III)	Vacant (Lindon Tech Phase II)	Vacant (Pleasant Grove, Utah)
Aerial Photo				
Site Zoning	Mixed Commercial (MC)			
Surrounding Zones	North	South	East	West
	General Commercial (CG)	Mixed Commercial (MC)	Mixed Commercial (MC)	Pleasant Grove, Utah

Table 2. Property Information (Mixed Commercial zone LCC Chapter 17.50)

	<b>Minimum Requirement</b>	<b>Proposed Site</b>
<b>Lot area</b>	1 acre	5.65 acres
<b>Lot frontage</b>	100 feet	639 feet
<b>Building height</b>	Max: 48'	40 feet
<b>Onsite parking stalls and bicycle stalls</b>	181 stalls 14 bicycle stalls	181 stalls 16 bicycle stalls
<b>Building setbacks</b>		
<b>Front</b>	20 feet	130 feet
<b>Rear</b>	0 feet	88 feet
<b>Side (interior)</b>	0 feet (20 feet if without one hour firewall)	45 feet and 61 feet

**ANALYSIS**

*Applicable laws and standards of review*

- State Code defines a conditional use as "a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts."
- Section 10-9a-507 of the State Code requires municipalities to grant a conditional use permit "if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards." Once granted, a conditional use permit runs with the land.
- State Code further provides that a conditional use permit application may be denied only if "the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards." Utah Code § 10-9a-507.

**ATTACHMENTS**

- APPLICANT’S PROPOSED USE DESCRIPTION AND EXHIBITS

## **Conditional Use Permit**

### **Proposed Use description**

To whom it may concern:

Streamline Manufacturing, LLC is a new business intending to produce ingestible and consumable goods at 632 North 2000 West Suite 106, Lindon, Utah 84042.

The nature of our business requires registration and compliance with FDA rules and regulations and operating a GMP approved manufacturing facility. Batching and mixing of ingredients in a positive pressure .3 micron HEPA filtered clean room, then filling on a production line free from microbial and physical contaminants is the general nature of the activities to be performed on-site. FDA rules and regulations require a work site to be free from contaminants, rodents and other pests. This requires the facility to be kept in like-new condition inside and out.

FDA rules also require equipment is cleaned using EPA and FDA approved cleaners to eliminate the potential for microbial growth. Because of this requirement by the FDA, there will be water discharged into the city sewer system consistent with normal GMP cleaning processes. The landlord already has installed an inceptor system on the property which will comply with Orem City's wastewater treatment requirements.

Proposed hours of operation are 8am-5pm Monday through Friday. We plan to grow to 10 employees by the end of the year. The lease space we are planning on provides ample parking spaces for all projected employees and potential visiting customers.

We plan on complying with the landlord's requirement of no noise, dust, pollution, or odor that could adversely affect other tenants or the neighboring area.

Streamline Manufacturing, LLC plans to operate a clean, safe, and FDA/GMP compliant facility.

Thank you,

Patrick Call

VP Manufacturing and Operations

Streamline Manufacturing, LLC

Examples of what a typical GMP manufacturing environment looks like:





Examples of the type of products we intend to batch and fill:



**younique**  
Get pampered with natural-based, quality cosmetics

Get AMAZING lashes with our natural 3D Fiber Lashes. Goes on like mascara!

100% Natural Eye Shadow    Glorious Primer    Face & Eye Brushes

Awake Facial Cleanser    Mineral Concealer    Lucrative Lipglosses

BB Cream    Moisturizer    Mineral Touch Foundation

HOST a PARTY & earn FREE PRODUCTS or JOIN as a PRESENTER!

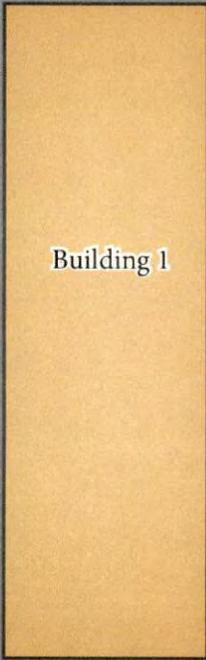
Terre Anderson, Independent Presenter  
[www.yuniqueproducts.com/TerreAnderson](http://www.yuniqueproducts.com/TerreAnderson)  
623-313-1802

The advertisement for younique cosmetics features a grid of product images. The top section shows '3D Fiber Lashes' with a close-up of eyes. Below are '100% Natural Eye Shadow', 'Glorious Primer', and 'Face & Eye Brushes'. The next row includes 'Awake Facial Cleanser', 'Mineral Concealer', and 'Lucrative Lipglosses'. The bottom row shows 'BB Cream', 'Moisturizer', and 'Mineral Touch Foundation'. At the bottom, there is a call to action to host a party or join as a presenter, along with the name 'Terre Anderson', a website URL, and a phone number.

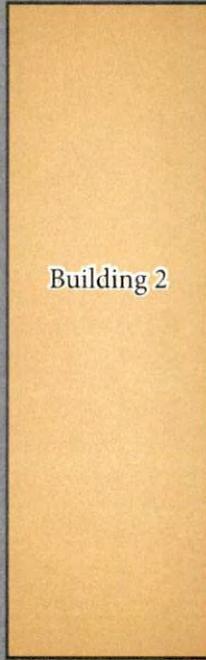


# Exhibit "A"

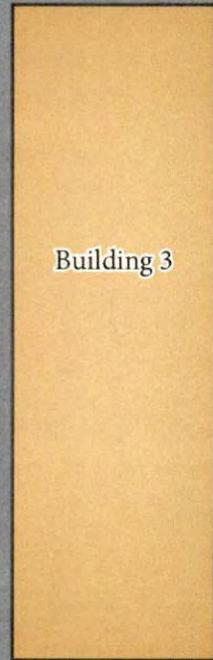
700 N



Building 1



Building 2

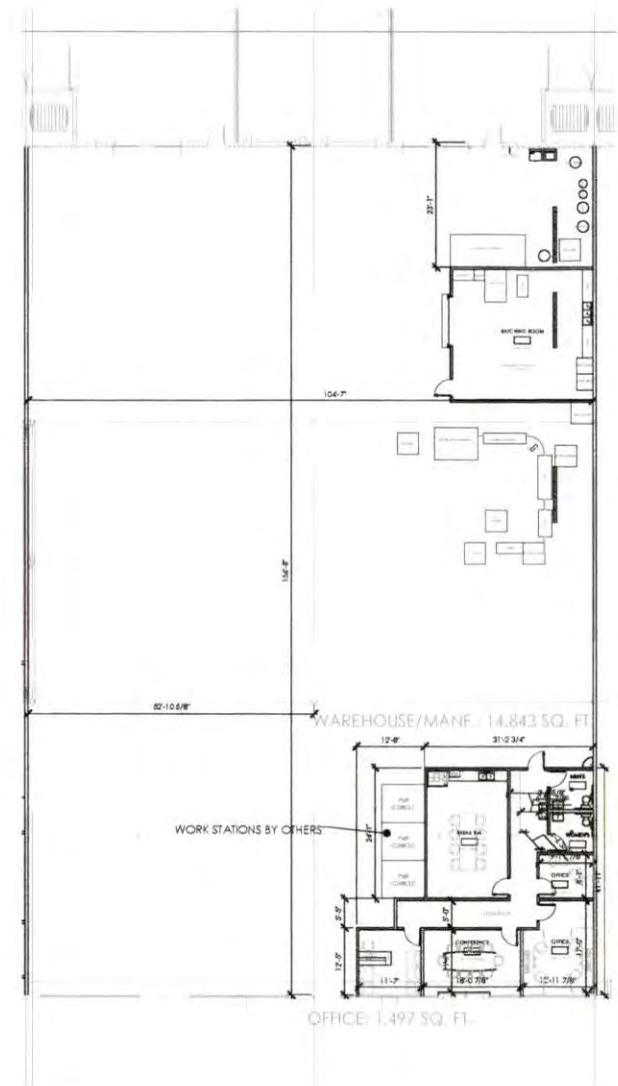
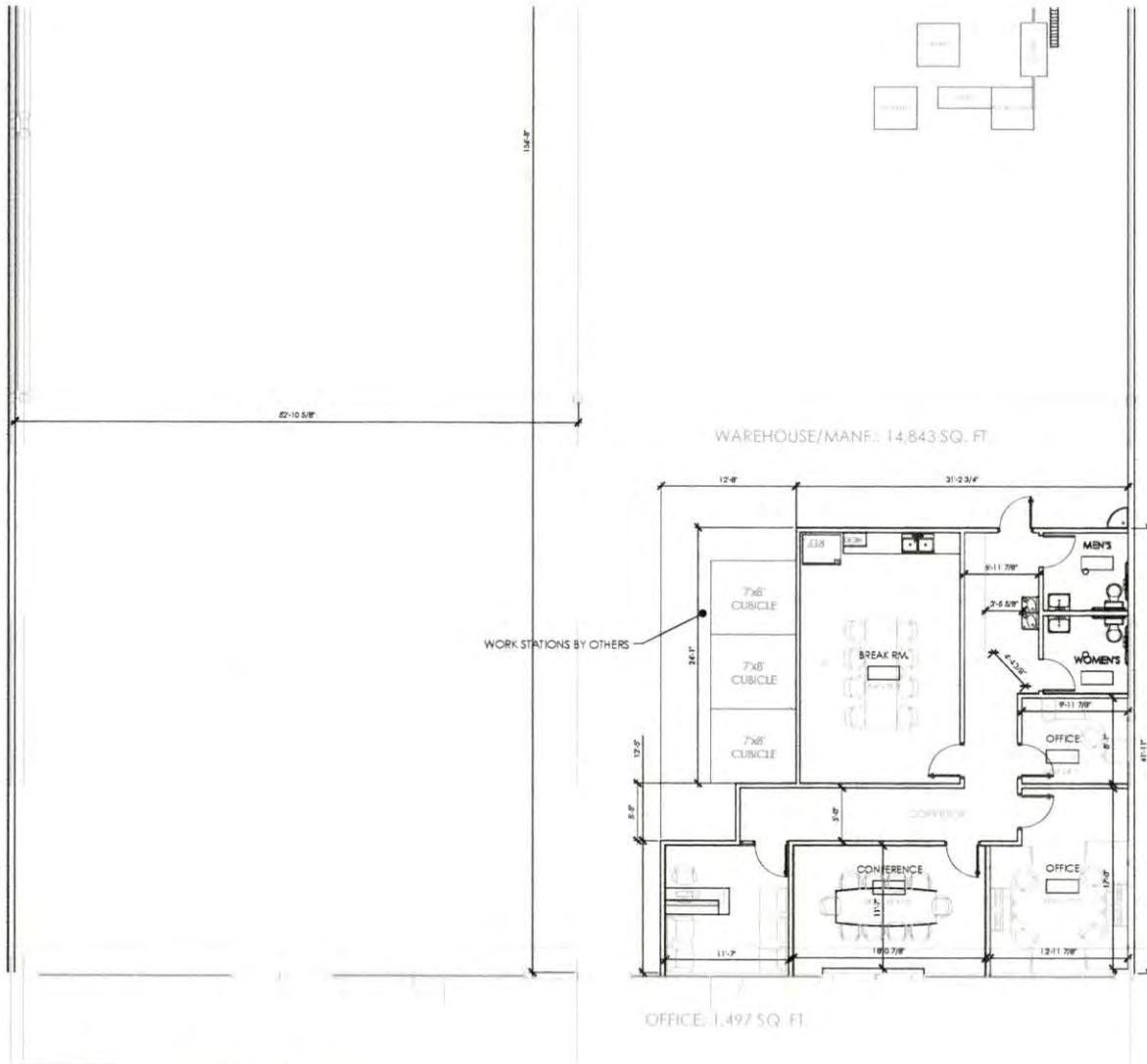


Building 3

2000 W



LEASED



## Item 5: Minor Subdivision — West Lindon Business Park ~730 North 2800 West

<p><b>Applicant:</b> Ed Daley  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Mixed Commercial (MC)  <b>Current Zone:</b> Mixed Commercial</p> <p><b>Property Owner:</b> NPI International Inc  <b>Address:</b> ~ 730 North 2800 West  <b>Parcel ID:</b> 13:063:0095  <b>Size:</b> 4.18 acres</p> <p><b>Type of Decision:</b> Administrative  <b>Council Action Required:</b> No</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>1. Does the application for one lot subdivision in the Mixed Commercial (MC) zone meet City requirements?</li> </ol> <p><b><u>MOTION</u></b></p> <p>I move to (<i>approve, deny, continue</i>) the applicant's request for approval of a one lot subdivision to be known as Victory Quarry Plat A with the following conditions (if any):</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol>
---	--

**BACKGROUND**

The development of this property requires street right of way dedication to the City. Whenever street dedication is required, the dedication requires a subdivision plat per LCC 17.02.10(175.a). The site is located in the Mixed Commercial (MC) zone. The site will have two office/warehouse buildings; review of the site plan will be considered in a later agenda item.

**DISCUSSION & ANALYSIS**

*Lot Requirements*

- Minimum lot size in the MC zone is 1 acre (43,560 sq. ft.). The lot created by this subdivision will be 4.2 acres.

*Frontage Requirements*

- Lot 1 meets the required public street frontage of 100 feet (it has 346 feet).

*Other Issues*

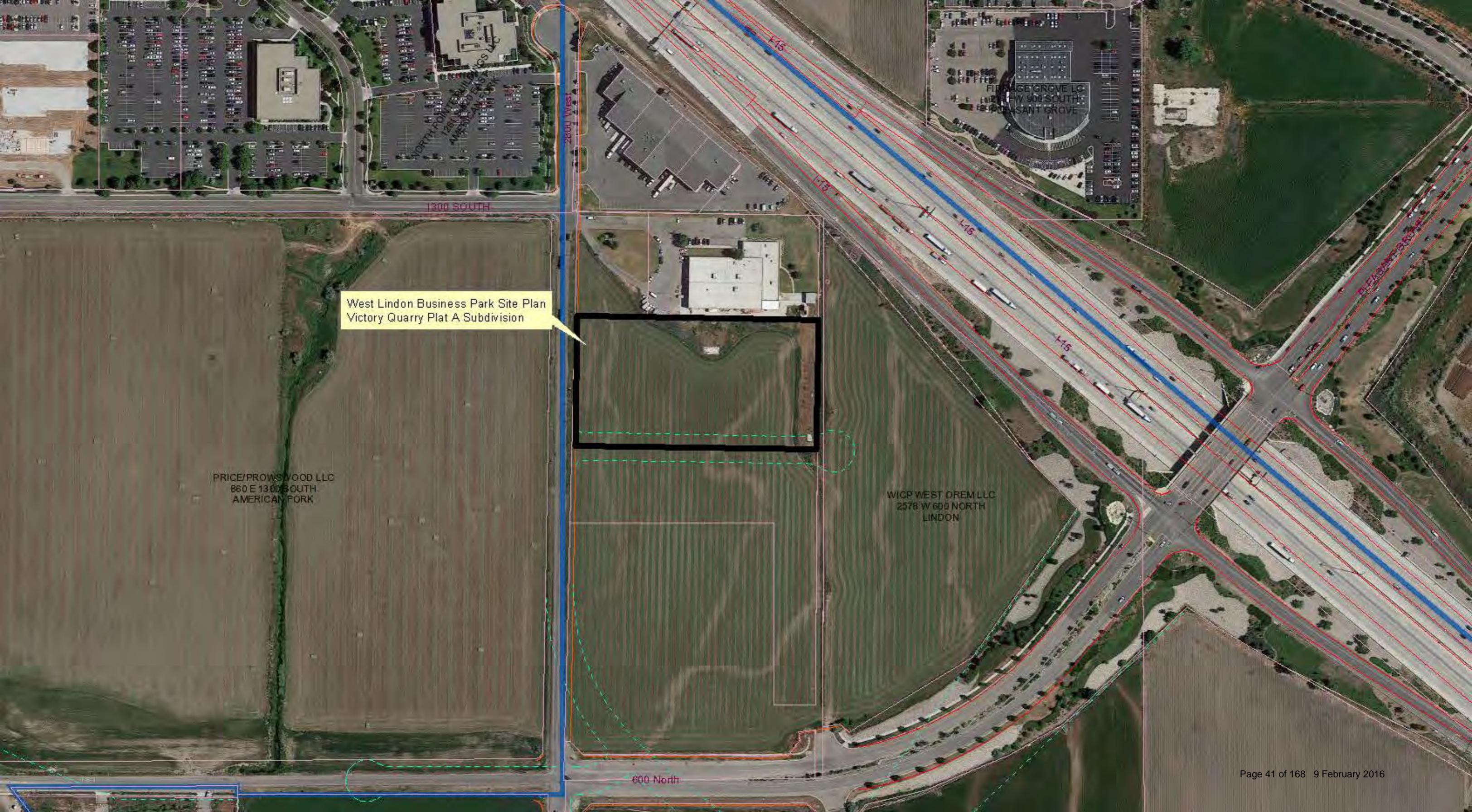
- There are road improvements required along 2800 West including road widening, curb, gutter, and sidewalk. These improvements are reflected in the West Lindon Business Park site plan that will be reviewed during a later agenda item. However, the improvements will be required for subdivision approval, even if the site development were to not happen. Typically, improvements are reviewed by staff at the final plat stage of a subdivision application and not during preliminary plan approval as granted by the Planning Commission.
- The City Engineer is addressing engineering standards. All engineering issues will be resolved before final approval is granted.

**MOTION**

See above

**ATTACHMENTS**

1. Aerial photo of the proposed subdivision.
2. Victory Quarry Plat A



West Lindon Business Park Site Plan  
Victory Quarry Plat A Subdivision

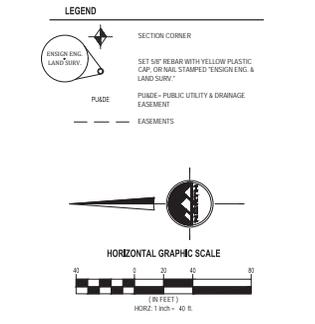
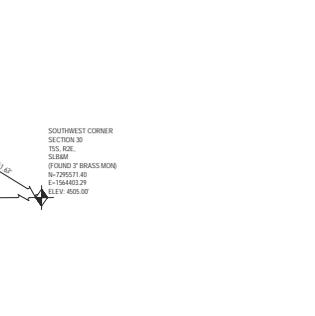
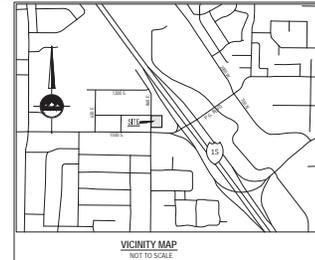
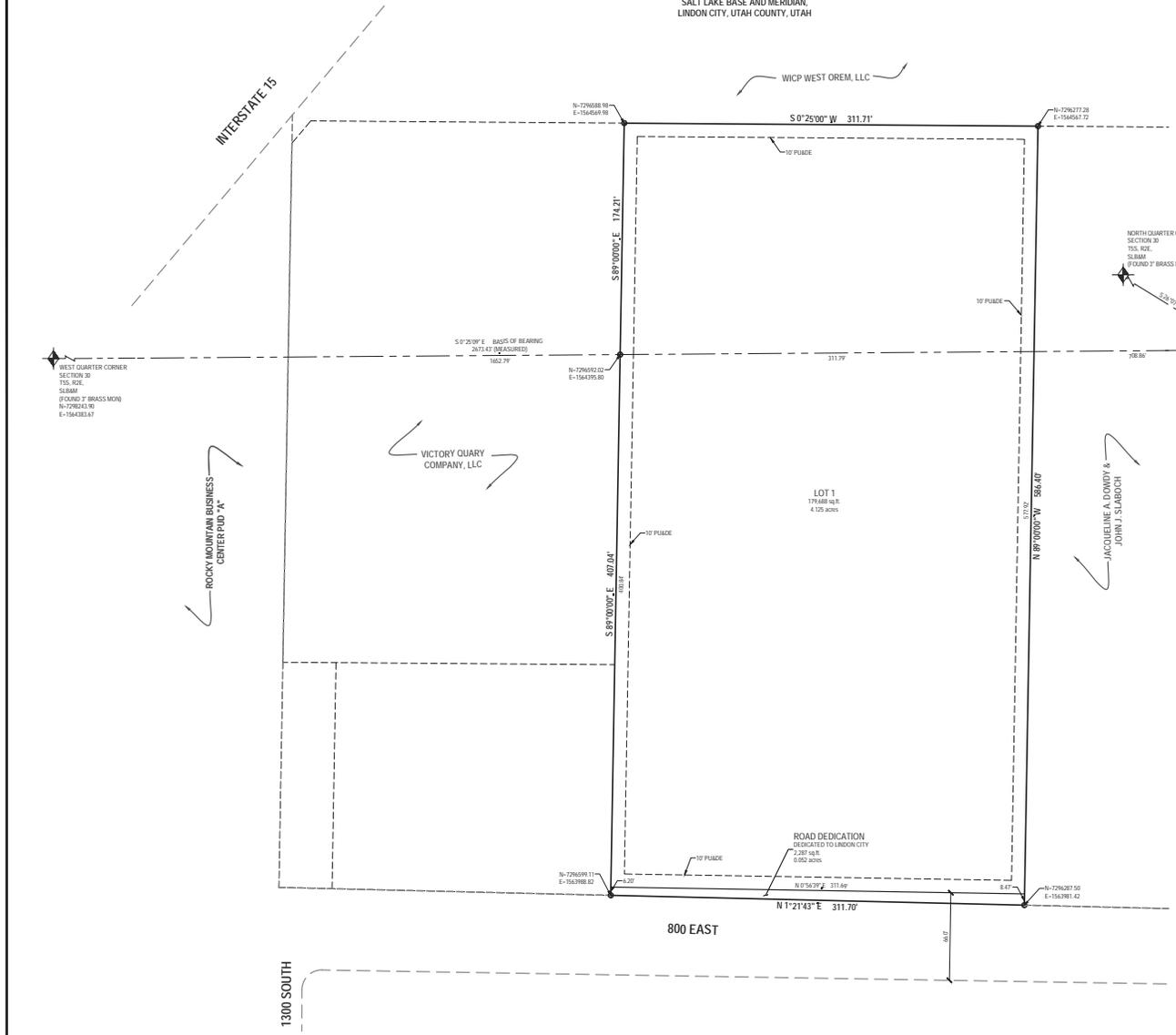
PRICE/PROWS WOOD LLC  
860 E 1300 SOUTH  
AMERICAN FORK

WIGP WEST DREM LLC  
2578 W 600 NORTH  
LINDON

FIRIDGE GROVE LC  
2578 W 900 SOUTH  
PLEASANT GROVE

# VICTORY QUARRY PLAT 'A'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 5 SOUTH, RANGE 2 EAST,  
AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
LONDON CITY, UTAH COUNTY, UTAH



**QUESTAR NOTE:**  
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ASSUMPTION OR WARRANTY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNER'S DECLARATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1.800.344.8332.

**ROCKY MOUNTAIN POWER NOTES:**  
1. PURSUANT TO UTAH CODE ANN. § 34-2-27 THIS PLAT CONVEYS TO THE OWNERS OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND OUTFITS DESCRIBED THEREIN.  
2. PURSUANT TO UTAH CODE ANN. § 17-23a-602(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:  
2.1. A RECORDED EASEMENT OR RIGHT OF WAY  
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS  
2.3. TITLE 54, CHAPTER 16, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR  
2.4. ANY OTHER PROVISION OF LAW.

**OCCUPANCY RESTRICTION NOTICE**  
IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS SUBDIVISION WITHOUT HAVING FIRST OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY LONDON CITY.

**DEVELOPER**  
RECEC HOWELL  
2082 PARKWAY AVENUE  
SALT LAKE CITY, UTAH 84109

**SURVEYOR'S CERTIFICATE**  
I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 20882 as provided under laws of the State of Utah. I further certify that by authority of the Client, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets. Hereafter to be known as VICTORY QUARRY PLAT 'A', and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet bearing width and area requirements of the applicable zoning ordinances.

**BOUNDARY DESCRIPTION**  
Beginning at a point being South 0° 25' 00" East 1,652.79 feet along the section line from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian and running  
thence South 89° 00' 00" East 174.21 feet  
thence South 0° 25' 00" West 173.71 feet  
thence North 89° 00' 00" West 358.40 feet  
thence North 0° 21' 43" East 311.70 feet  
thence South 89° 00' 00" East 437.04 feet to the point of beginning.

Contains 181,974 Square Feet or 4.178 Acres and 1 Lot

DATE: \_\_\_\_\_  
PATRICK M. HARRIS  
P.L.S. 20882

**OWNER'S DEDICATION**  
Know all men by these presents that the undersigned as the owner(s) of the herein described tract of land and hereby cause the same to be dedicated into use and service together with easements as set forth hereafter to be known as:

**VICTORY QUARRY PLAT 'A'**

The undersigned owner(s) hereby dedicate to London City all those parts or portions of said tract of land on said plat designated herein as streets, the same to be used as public thoroughfares hereon. The undersigned owner(s) also hereby convey to any and all public utility companies providing service to the herein described tract a perpetual, non-exclusive easement over the streets and public utility easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities.

In witness whereof I, we have hereunto set my / our hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) S.S.  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN THE COUNTY OF \_\_\_\_\_ STATE OF UTAH, WHO IN MY SOLE JUDICIAL DISCRETION, ACKNOWLEDGED TO ME THAT HEREIN IS THE \_\_\_\_\_ SIGNED, THE CORRESPONDING FREELY AND VOLUNTARILY AND IN FULL KNOWLEDGE OF THE LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY ENJOYS THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NAME: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_  
NO. \_\_\_\_\_ RESIDING IN \_\_\_\_\_ COUNTY

**ACCEPTANCE BY LEGISLATIVE BODY**

The City of London, County of Utah, approves this subdivision and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved: \_\_\_\_\_ Attest: \_\_\_\_\_  
Engineer Clerk/Recorder

**VICTORY QUARRY PLAT 'A'**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 5 SOUTH, RANGE 2 EAST,  
AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
LONDON CITY, UTAH COUNTY, UTAH

**ENSIGN**  
SALT LAKE CITY  
63 W. 1000 S., Suite 200  
Standy UT 84020  
Phone: 801.255.2121  
Fax: 801.255.4449  
www.ensigneng.com

LAST TIME  
PROJECT NO. 1449  
DRAWN BY: JNU  
CHECKED BY: RFW  
DATE: 02/19

**SHEET 1 OF 1**  
PROJECT NUMBER: U149  
MANAGER: RFW  
DRAWN BY: JNU  
CHECKED BY: RFW  
DATE: 02/19

**CENTURY LINK**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE GENERAL MANAGER

**ROCKY MOUNTAIN POWER**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE GENERAL MANAGER

**QUESTAR GAS**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE GENERAL MANAGER

**CULINARY WATER/PRESSURE IRRIGATION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE DIRECTOR OF PUBLIC WORKS

**SEWER/STORM DRAIN**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE DIRECTOR OF PUBLIC WORKS

**SURVEYOR'S SEAL**

**CLERK/RECORDER SEAL**

**CITY ENGINEER'S SEAL**

**COUNTY RECORDER**

## Item 6: Site Plan — West Lindon Business Park ~730 North 2800 West

<p><b>Applicant:</b> Ed Daley  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Mixed Commercial (MC)  <b>Current Zone:</b> Mixed Commercial (MC)</p> <p><b>Property Owners:</b> NPI International Inc.  <b>Address:</b> 730 North 2800 West  <b>Parcel ID:</b> 13:063:0095  <b>Lot Size:</b> 4.18 acres</p> <p><b>Type of Decision:</b> Administrative  <b>Council Action Required:</b> No</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>1. Does the application for site plan approval of two office/warehouse buildings of 21,567 s.f. and 36,686 s.f. in the Mixed Commercial (MC) zone meet City requirements?</li> </ol> <p><b><u>MOTION</u></b></p> <p>I move to (<i>approve, deny, continue</i>) the applicant's request for site plan approval of two office/warehouse buildings of 21,567 s.f. and 36,686 s.f. to be known as West Lindon Business Park with the following conditions (if any):</p> <ol style="list-style-type: none"> <li>1. Victory Quarry Plat A Subdivision be recorded.</li> <li>2.</li> </ol>
--	---

**BACKGROUND**

1. Each building will be occupied by a different company.
2. The site is located in the Mixed Commercial (MC) zone. This parcel were recently rezoned to MC from General Commercial (CG) to accommodate the intended office/warehouse use.
3. Road dedication is required along 2800 West for this development and thus requires a subdivision plat.

**DISCUSSION & ANALYSIS**

**Parking Standards**

Requirements:

- General Office requires 1 space for every 350 square feet (44 required for this project).
- Warehousing in the MC zone requires 1 space for every 500 square feet (92 required for this project).
- Total required vehicle spaces is **136**. Code allows a comparative use study to be provided in order to allow fewer than the required stalls. The study should provide actual parking information for similar uses.
- Bike parking in the MC zone requires an 8% ratio to required vehicular stalls up to 16 bike stalls (**11** required for this project).

Provided:

- Total provided vehicle spaces is **93** which is 43 fewer than the requirement. Fifteen stall are being provided in garages on the east side of the property.
  - A comparative parking study has been provided for Building A based on the applicant's existing operations in another location. The applicant has provided this information so that a reduction in the number of required stalls be granted for the project. If in the future more parking is necessary due to increased activity at the site, there appears to be

room to accommodate the additional stalls on the east portion of the property between the building and garages.

- See attached letter and parking count from existing NPI operation.
- Bike parking: **12** stalls are being provided, 6 at each building entrance.

## **Landscaping Standards**

### Landscaped Strip Along Frontage

The required 20 foot landscape strip along 2800 West is being provided with the requisite trees every 30 feet on center. The code requires a grassed berm for the strip, however, the applicant is requesting to not have the berm in order to prevent uneven, inefficient watering patterns along the strip. In consideration of not having the berm, additional bushes are being planted in the landscape strip to buffer the parking lot from the roadway.

### Interior Landscaping

Interior landscaping must be provided at 40 square feet per required stall with one tree per 10 stalls. With the proposed 93 stalls, that equates to 3,720 square feet and 10 trees required; both requirements are adequately met.

### Required Open Space

The MC zone requires a minimum of 15% open space on the site. This site requires 27,296 s.f. of open space and 30, 146 s.f. is provided.

### Building Perimeter Landscaping

The required 5 foot landscape strip around the perimeter of the buildings per MC zone standards is being provided except where loading docks are located.

## **Architectural Standards**

For the MC zone the architectural design requirement states that concrete tilt-up buildings shall comply with the following standards:

- a. Painted or colored concrete exteriors are permitted. The shade of each color must be consistent.
- b. Bare concrete exteriors are not permitted.
- c. The exterior of a concrete tilt-up building shall be finished with additional architectural details such as entrance canopies, wrought iron railings and finishes, shutters, multi-level porches, metal shades, and metal awnings.

All colors should meet the color palette in the Design Guidelines (attachment seven). Please see the attached elevations in attachment five which indicate that painted concrete will be the exterior finish of the building with Elder White, Dorian Gray, and Gauntlet Gray being the colors. Steel awnings, windows and tilt wall reveals provide architectural accents for the building.

The building is within the 48 foot height limit in the LI zone, the highest point of the parapet wall being about 38 feet.

### **Engineering Standards**

There are a few engineering issues that will need to be resolved before the plans are finalized and staff will ensure all requirements are met.

### **MOTION**

See above.

### **ATTACHMENTS**

1. Aerial photo of the site and surrounding area.
2. Photograph of the existing site.
3. Site Plan
4. Parking Letter and Count
5. Architectural Rendering & Elevations
6. Landscaping Plan
7. Color Palette



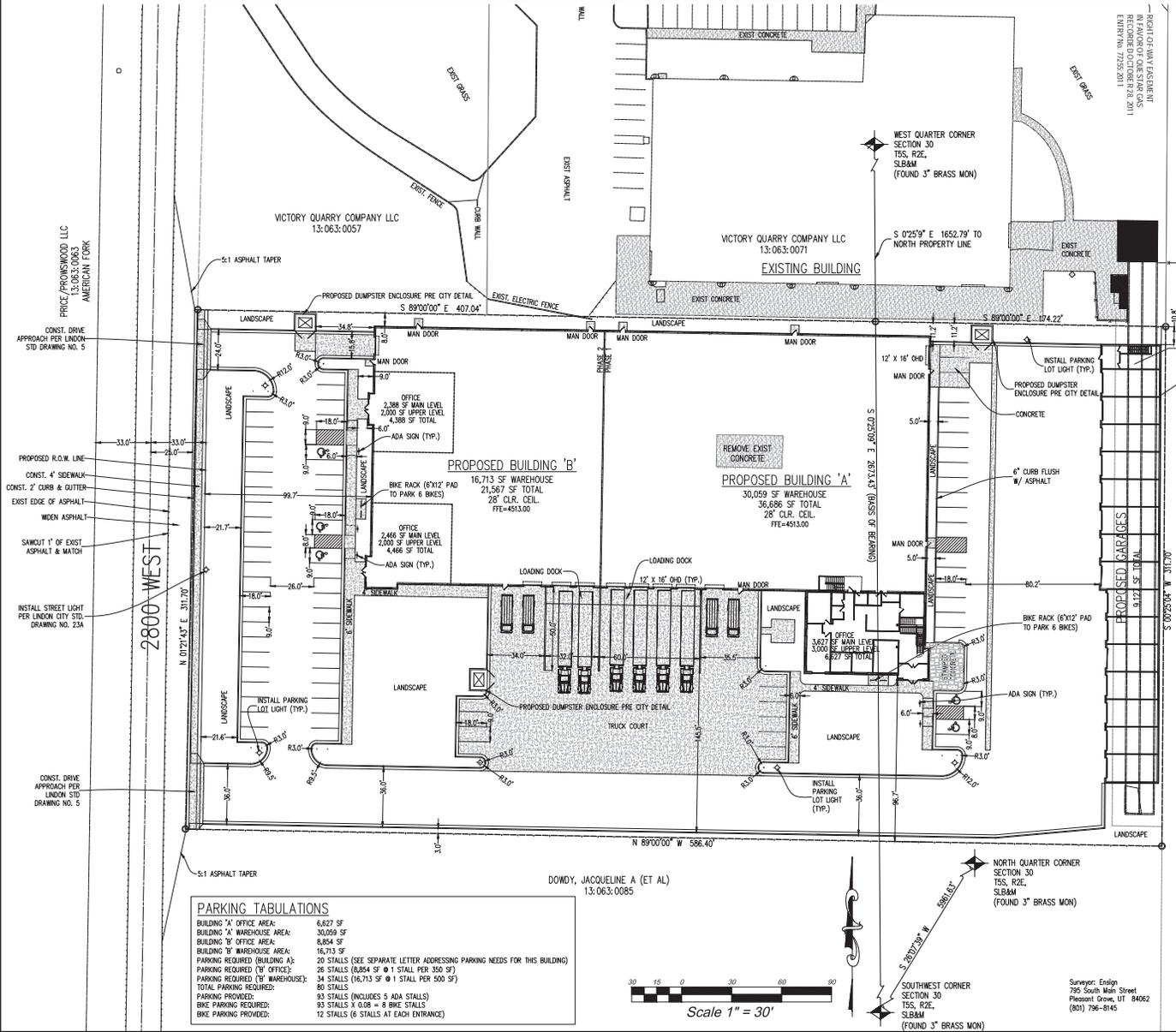
West Linton Business Park Site Plan  
Victory Quarry Plat A Subdivision

FRANCIS PROPERTIES LLC  
512 E. 1000 SOUTH  
AMERICAN FORK

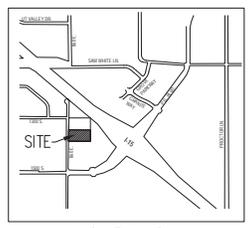
FRANCIS PROPERTIES LLC  
512 E. 1000 SOUTH  
AMERICAN FORK



# WEST LINDON BUSINESS PARK



**FEMA FLOOD ZONE INFORMATION:**  
THIS PROPERTY LIES WITHIN FLOOD ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAPS. ZONE X IS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.  
COMMUNITY-PANEL NUMBER: 4955170120 B.  
EFFECTIVE DATE: JULY 17, 2002



**PAVEMENT DESIGN**

ASPHALT (WEST OF BUILDING):  
4" ASPHALT  
6" ROAD BASE  
8" GRANULAR BORROW

ASPHALT (EAST OF BUILDING):  
3" ASPHALT  
4" ROAD BASE  
8" GRANULAR BORROW

CONCRETE:  
6" ASPHALT  
6" ROAD BASE  
12" GRANULAR BORROW

- GENERAL NOTES:**
1. THE APPLICANT IS REQUIRED FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
  2. DETAILED FIRE PROTECTION PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. ADDITIONAL REQUIREMENTS MAY BE IDENTIFIED DURING THE PLAN REVIEW BY THE FIRE DEPARTMENT, WHICH MAY BE MANDATED BY THE UNIFORM FIRE CODE. PLAN REVIEWS MUST BE COMPLETED PRIOR TO THE BUILDING PERMIT BEING ISSUED.
  3. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING, UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
  4. WATER METERS ARE TO BE LOCATED BEHIND BACK OF WALK OR BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OR UNDER COVERED PARKING.
  5. UNIFORM STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY LINDON CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.
  6. NO PRESSURE REDUCING VALVES ARE PROPOSED ON THIS SITE.
  7. FLOOR DRAINS, GREASE TRAPS, & SAMPLING MANHOLES ARE ARE TO BE CONSTRUCTED PER LINDON CITY STANDARDS & SPECIFICATIONS.
  8. ALL LANDSCAPING TO CONFORM TO LINDON STANDARD DRAWING C.
  9. ZONE-00-AB (GENERAL COMMERCIAL AB)
  10. STORM WATER STORAGE REQUIRED = 10,670 C.F., PROVIDED = 11,707 C.F.
  11. IRC CONSTRUCTION TYPE: I-B
  12. INTERNATIONAL FIRE CODE CONSTRUCTION TYPE: I-B
  13. OCCUPANCY TYPE: S-1 FOR STORAGE WAREHOUSE & B FOR OFFICE
  14. THERE ARE NO EXISTING BUILDINGS ON THE SITE.
  15. ALL PUBLIC UTILITIES ARE ALREADY CONSTRUCTED IN THE STREET IN FRONT OF THE SITE.
  16. SEE SEPARATE SUBMITTALS ON STORM DRAINAGE CALCULATIONS, GEOTECHNICAL REPORT, AND CONDITIONAL USE PERMIT.
  17. NO FENCING IS PROPOSED FOR THIS SITE.
  18. THIS BUILDING WILL BE FIRE SPRINKLED.
  19. SITE LIGHTING AROUND THE BUILDING WILL BE BUILDING MOUNTED. THE PARKING LOT WILL HAVE ADDITIONAL LIGHTS AS SHOWN ON THE SITE PLAN.
  20. ALL PROPOSED UTILITIES ONSITE ARE PRIVATE UNLESS OTHERWISE NOTED.

**TABULATIONS:**

PROPERTY AREA: 18,974 S.F.  
RIGHT-OF-WAY AREA: 2,292 S.F.  
RESULTING TOTAL SITE AREA: 179,682 S.F. = 100%  
LANDSCAPING AREA: 30,146 S.F. = 16.8%  
BUILDING/PARKING/ASPHALT AREA: 149,536 S.F. = 83.2%  
PARKING LANDSCAPE AREA REQUIRED:  
40 SF PER STALL X 83 STALLS = 3,320 S.F.  
PARKING LANDSCAPE AREA PROVIDED: 11,869 S.F.

**SHEET INDEX**

C1	SITE PLAN
C2	UTILITY PLAN
C3	CONSTRUCTION PLAN
C4	CONSTRUCTING SITE STORM WATER MANAGEMENT PLAN
C5	BMP DETAILS
C6	BMP DETAILS
C7	DETAIL SHEET
C8	DETAIL SHEET
C9	LONG TERM STORM WATER POLLUTION PREVENTION AND MAINTENANCE PLAN

**BENCH MARK**

SOUTHWEST CORNER, SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN ELEVATION = 4506.05

**REVISIONS**

Rev.	Date	Description
1	02/02/16	REVISED AS PER CITY COMMENTS

Developer: National Packaging Innovations  
386 East 620 South, American Fork, UT 84003  
Phone: 801-756-9727

**EXCH ENGINEERING**  
David W. Peterson, P.E., License #270393  
12 West 100 North, Suite 201, American Fork, UT 84003  
P: (801) 756-4504, david@exche.com

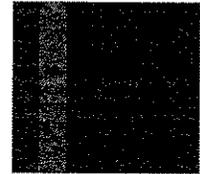
**WEST LINDON BUSINESS PARK**  
LINDON 730 North 2800 West UTAH

Drawn by: G.L.Y.  
Designed by: G.L.Y.  
Checked by: D.W.P.

Scale: 1"=30'  
Date: 12/10/15  
C1

**National Packaging Innovations**

386 East 620 South  
American Fork, Utah 84003



February 3, 2016

**Hugh Van Wagenen**  
**Lindon City Planning Director**  
**(801)785-7687**  
**hvanwagenen@lindoncity.org**  
**www.lindoncity.org**

Dear Mr. Hugh Van Wagenen,

We are requesting an exception for the required number of parking stalls for the size of our new building located at approximately 730 North 2800 West Lindon, Utah 84062. We are asking for this exception based on the findings at our current location in American Fork. We ran a 4 week study checking the number of stalls occupied throughout a Regular Business day. Our Business hours are from 8:00 am to 6:00 pm, Monday- Friday. As you will find in the data collected 6 times daily. This will show that the Lindon City requirements pertaining to the MC Zoning of 1 Space for every 500 Square foot of Warehouse Floor Space, and 1 Space for every 350 Square Foot of Office Space is excessive for our business needs.

This Study was conducted during our peak season. This building will be owned and occupied by National Packaging for its current and future business.

Warm regards,

A handwritten signature in black ink, appearing to read "H. Van Wagenen", written in a cursive style.

National Packaging Innovations



## National Packaging Lot Survey

Date	Monday, October 19, 2015	Tuesday, October 20, 2015	Wednesday, October 21, 2015	Thursday, October 22, 2015	Friday, October 23, 2015	Saturday, October 24, 2015	Sunday, October 25, 2015
8:00 AM	3	5	5	5	4	0	0
10:00 AM	7	4	7	8	7	0	0
12:00 PM	7	5	8	6	6	0	0
2:00 PM	6	4	6	7	6	0	0
4:00 PM	5	3	4	6	3	0	0
6:00 PM	1	0	1	1	2	0	0

Date	Monday, October 26, 2015	Tuesday, October 27, 2015	Wednesday, October 28, 2015	Thursday, October 29, 2015	Friday, October 30, 2015	Saturday, October 31, 2015	Sunday, November 01, 2015
8:00 AM	4	5	4	5	4	0	0
10:00 AM	6	4	5	6	4	0	0
12:00 PM	6	6	4	6	5	0	0
2:00 PM	7	6	3	7	4	0	0
4:00 PM	3	3	2	5	3	0	0
6:00 PM	0	0	0	0	0	0	0

Date	Monday, November 02, 2015	Tuesday, November 03, 2015	Wednesday, November 04, 2015	Thursday, November 05, 2015	Friday, November 06, 2015	Saturday, November 07, 2015	Sunday, November 08, 2015
8:00 AM	5	5	4	5	3	0	0
10:00 AM	7	6	6	7	6	0	0
12:00 PM	7	6	5	5	6	0	0
2:00 PM	8	5	5	6	6	0	0
4:00 PM	4	4	4	4	8	0	0
6:00 PM	1	1	2	1	2	0	0

Date	Monday, November 09, 2015	Tuesday, November 10, 2015	Wednesday, November 11, 2015	Thursday, November 12, 2015	Friday, November 13, 2015	Saturday, November 14, 2015	Sunday, November 15, 2015
8:00 AM	5	5	5	6	4	0	0
10:00 AM	6	6	7	8	7	0	0
12:00 PM	6	5	9	8	7	0	0
2:00 PM	6	5	6	8	8	0	0
4:00 PM	5	4	5	5	4	0	0
6:00 PM	2	1	2	1	2	0	0



**PERSPECTIVE VIEW**

WEST LINDON BUSINESS PARK

730 NORTH 2800 WEST  
LINDON, UT 84042

3 FEBRUARY 2016



233 SOUTH PLEASANT GROVE BLVD.  
SUITE #100  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cmautah.com

**NOT FOR CONSTRUCTION**

FIELD COLOR #1  
EIDER WHITE SW 7014  
TILT-UP CONCRETE - PAINTED

ACCENT COLOR #1  
DORIAN GRAY SW 7017  
TILT-UP CONCRETE - PAINTED

ACCENT COLOR #2  
GAUNTLET GRAY SW 7019  
TILT-UP CONCRETE - PAINTED

ACCENT COLOR #3  
GAUNTLET GRAY SW 7019  
ENTRY & WINDOW SYSTEMS /  
STEEL CANOPY AND PARAPET TRIM - PAINTED

WEST LINDON BUSINESS PARK

730 NORTH 2800 WEST  
LINDON, UT 84042

3 FEBRUARY 2016

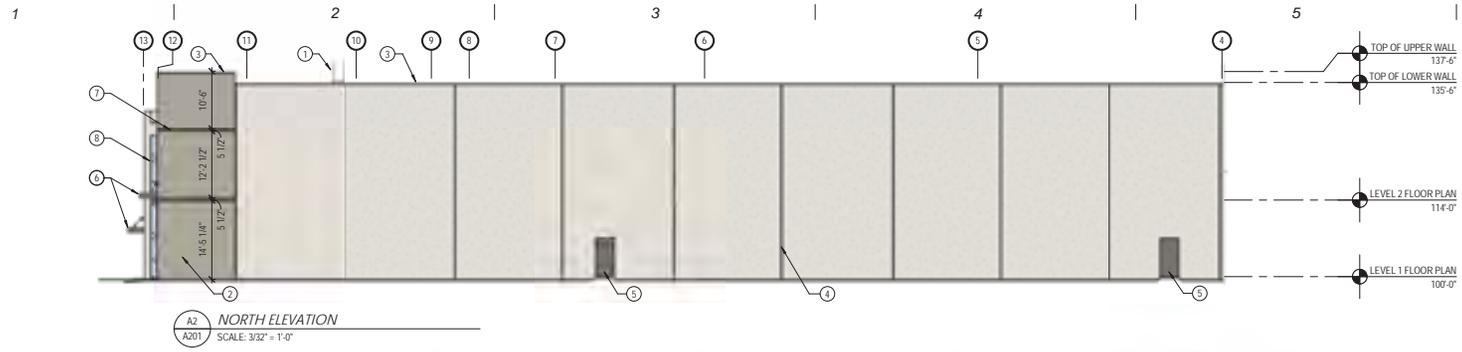
**OMA**  
CURTIS MINER  
ARCHITECTURE

233 SOUTH PLEASANT GROVE BLVD.  
SUITE #100  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
oma@cmaah.com

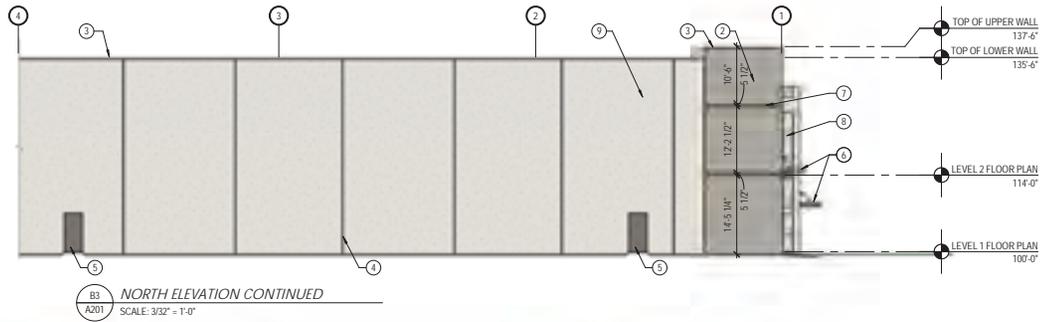
## MATERIALS BOARD

**NOT FOR CONSTRUCTION**

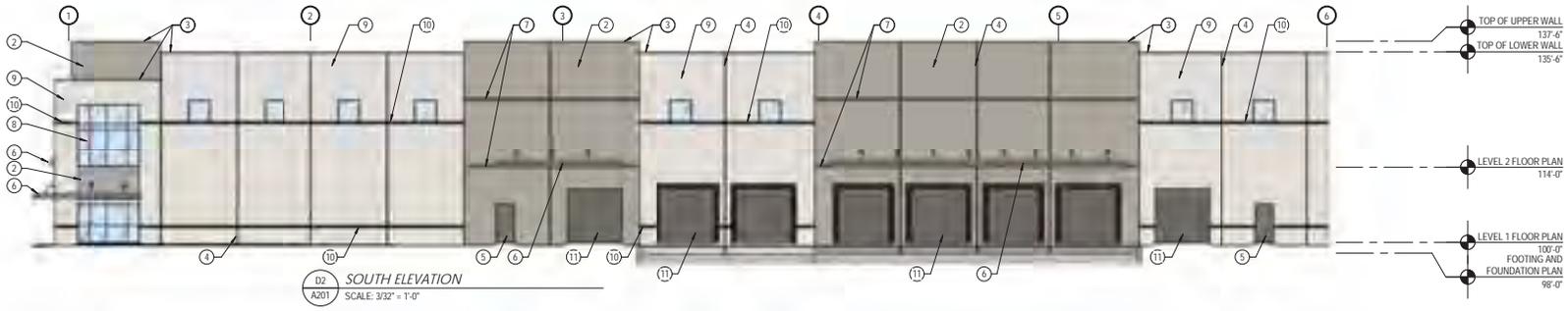
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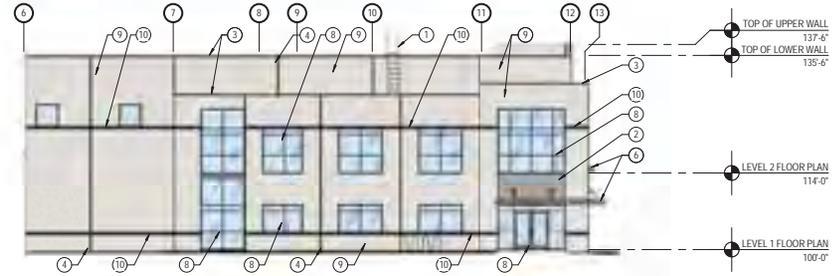
**A2**  
A201  
**NORTH ELEVATION**  
SCALE: 3/32" = 1'-0"



**B3**  
A201  
**NORTH ELEVATION CONTINUED**  
SCALE: 3/32" = 1'-0"



**D2**  
A201  
**SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"

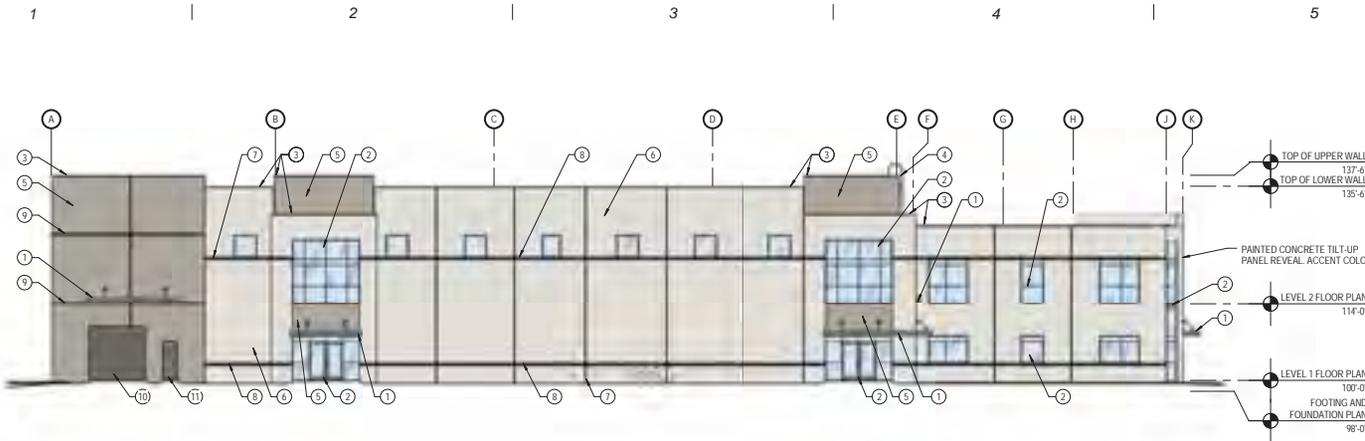


**D3**  
A201  
**SOUTH ELEVATION CONTINUED**  
SCALE: 3/32" = 1'-0"

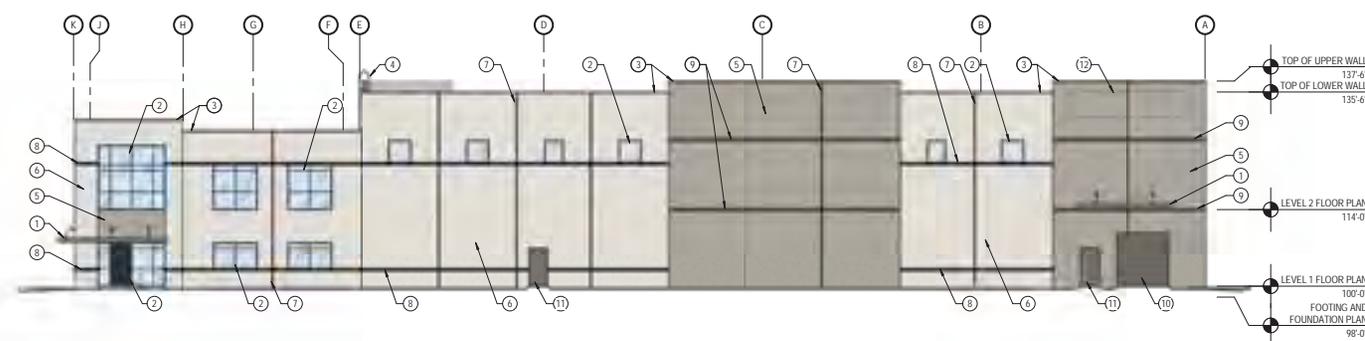
MARK	REVISION	DATE

- SHEET NOTES**
- 1 PAINTED STEEL ROOF ACCESS LADDER. ACCENT COLOR #3.
  - 2 PAINTED CONCRETE TILT-UP PANEL. ACCENT COLOR #2.
  - 3 PRE-FINISHED METAL CAP. ACCENT COLOR #3.
  - 4 CONCRETE TILT-UP REVEALS AS SHOWN.
  - 5 PAINTED HOLLOW METAL DOOR AND FRAME. ACCENT COLOR #3.
  - 6 E-COATED PAINTED STEEL AWNING. ACCENT COLOR #3.
  - 7 PAINTED CONCRETE TILT-UP PANEL REVEAL. FIELD COLOR #1.
  - 8 PAINTED PRE-FINISHED ALUMINUM STOREFRONT SYSTEM. ACCENT COLOR #3.
  - 9 PAINTED CONCRETE TILT-UP PANEL. FIELD COLOR #1.
  - 10 PAINTED CONCRETE TILT-UP PANEL REVEAL. ACCENT COLOR #3.
  - 11 PRE-FINISHED PAINTED STEEL OVERHEAD DOOR. ACCENT COLOR #3.

<p><b>CURTIS MINER</b> ARCHITECTURE</p>	233 SOUTH PLEASANT GROVE BLVD. SUITE #100 PLEASANT GROVE, UTAH 84042 PHONE: (801) 769-3000 FAX: (801) 769-3003 cma@curtisminer.com	DATE: 3 FEBRUARY 2016 PROJECT #: CMA14-031 PROJ. MAN.: MMA CHECKED BY: CMJ
	PROJECT: <b>WEST LINDON BUSINESS PARK</b>  730 NORTH 2800 WEST LINDON, UT 84042	
SHEET DESCRIPTION: EXTERIOR ELEVATIONS		SHEET: <b>A201</b>



B2 WEST ELEVATION  
A202 SCALE: 3/32" = 1'-0"



D2 EAST ELEVATION 1  
A202 SCALE: 3/32" = 1'-0"

MARK	REVISION	DATE

**SHEET NOTES**

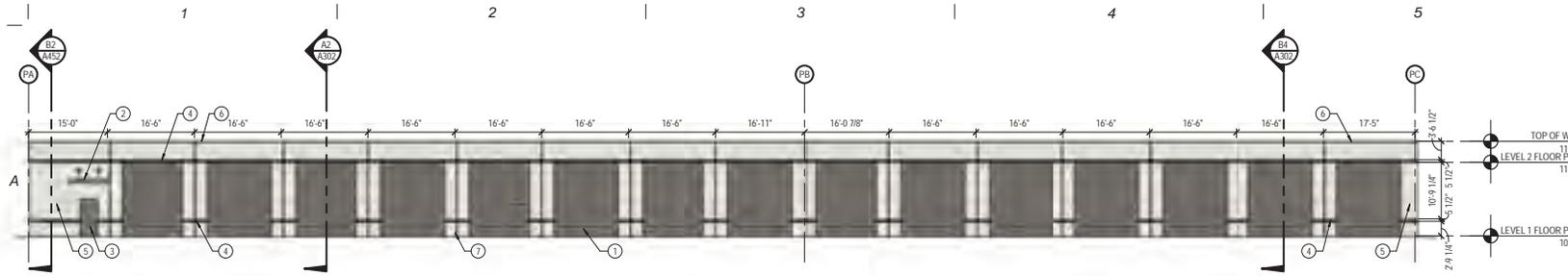
- 1 E-COATED PAINTED STEEL AWNING, ACCENT COLOR #3.
- 2 PAINTED PRE-FINISHED ALUMINUM STOREFRONT SYSTEM, ACCENT COLOR #3.
- 3 PRE-FINISHED METAL CAP, ACCENT COLOR #3.
- 4 PAINTED STEEL ROOF ACCESS LADDER, ACCENT COLOR #3.
- 5 PAINTED CONCRETE TILT-UP PANEL, ACCENT COLOR #2.
- 6 PAINTED CONCRETE TILT-UP PANEL, FIELD COLOR #1.
- 7 CONCRETE TILT-UP REVEALS AS SHOWN.
- 8 PAINTED CONCRETE TILT-UP PANEL REVEAL, ACCENT COLOR #3.
- 9 PAINTED CONCRETE TILT-UP PANEL REVEAL, FIELD COLOR #1.
- 10 PRE-FINISHED PAINTED STEEL OVERHEAD DOOR, ACCENT COLOR #3.
- 11 PAINTED HOLLOW METAL DOOR AND FRAME, ACCENT COLOR #3.
- 12 SIGNAGE LOCATION PER LINDON CITY SIGN ORDINANCE REQUIREMENTS.

**GENERAL NOTES**

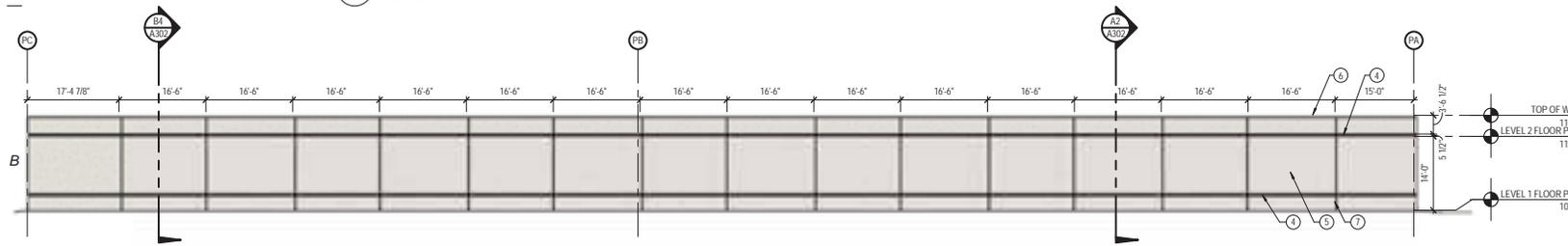
- A- GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND ASSEMBLIES PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
- B- ALL MASONRY WALLS TO HAVE CONTROL JOINTS AT 30'-0" O.C. MAXIMUM.
- C- EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
- D- CONCRETE WALL RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
- E- PROVIDE PRE-FINISHED NUMBERS ON THE FRONT, EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY OREM CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
- F- SEE PLUMBING SHEETS AND ROOF DRAINAGE PLAN FOR SECONDARY ROOF DRAINAGE BRASS SCUPPER AND ROOF SCUPPER WITH PRE-FINISHED ALUMINUM DOWN SPOUT LOCATIONS ALONG EXTERIOR WALLS.
- G- SEE PLUMBING SHEETS FOR LOCATION OF GAS METER ALONG EXTERIOR WALL.
- H- SEE ELECTRICAL SHEETS FOR ELECTRICAL FIXTURE LOCATIONS ALONG EXTERIOR WALLS.
- J- OWNER IS RESPONSIBLE TO OBTAIN A SEPARATE PERMIT FOR ANY EXTERIOR SIGNS IN ACCORDANCE WITH CURRENT CITY SIGN ORDINANCE.

<p>233 SOUTH PLEASANT GROVE BLVD. PLEASANT GROVE, UTAH 84062 PHONE: (801) 769-3000 FAX: (801) 769-3003 cma@fortraugh.com</p>	<p>DATE: 3 FEBRUARY 2016 PROJECT #: CMA14-031 PROJ. MAN.: MMA CHECKED BY: CMJ</p>
	<p>PROJECT: <b>WEST LINDON BUSINESS PARK</b></p> <p>730 NORTH 2800 WEST LINDON, UT 84042</p>

S:\CMA\_AHS\2016\14031 National Packaging Innovations11 Rev\14031 National Packaging Innovations (MMA, Local).rvt 2/9/2016 12:23:37 PM



A2 GARAGE WEST ELEVATION  
SCALE: 3/32" = 1'-0"



B2 GARAGE EAST ELEVATION  
SCALE: 3/32" = 1'-0"



C3 GARAGE NORTH ELEVATION  
SCALE: 3/32" = 1'-0"



D2 GARAGE SOUTH ELEVATION  
SCALE: 3/32" = 1'-0"

MARK	REVISION	DATE

- SHEET NOTES**
- 1 PRE-FINISHED PAINTED STEEL OVERHEAD DOOR. ACCENT COLOR #3.
  - 2 E-COATED PAINTED STEEL AWNING. ACCENT COLOR #3.
  - 3 PAINTED HOLLOW METAL DOOR AND FRAME. ACCENT COLOR #3.
  - 4 PAINTED CONCRETE TILT-UP PANEL REVEAL. ACCENT COLOR #3.
  - 5 PAINTED CONCRETE TILT-UP PANEL. FIELD COLOR #1.
  - 6 PRE-FINISHED METAL CAP. ACCENT COLOR #3.
  - 7 CONCRETE TILT-UP REVEALS AS SHOWN.

- GENERAL NOTES**
- A- GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND ASSEMBLIES PRIOR TO CONSTRUCTION. REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ARCHITECT.
  - B- ALL MASONRY WALLS TO HAVE CONTROL JOINTS AT 30'-0" O.C. MAXIMUM.
  - C- EXPOSED CONCRETE FOUNDATION AND RETAINING WALLS TO RECEIVE RUBBED FINISH.
  - D- CONCRETE WALL RETAINING EARTH TO RECEIVE TWO COATS OF BITUMINOUS DAMP PROOFING MATERIAL.
  - E- PROVIDE PRE-FINISHED NUMBERS ON THE FRONT, EXTERIOR OF THE BUILDING INDICATING THE BUILDING ADDRESS NUMBER ASSIGNED BY OREM CITY IN ACCORDANCE WITH CURRENT CITY ORDINANCE. COLOR OF PRE-FINISHED NUMBERS TO CONTRAST SIGNIFICANTLY WITH BACKGROUND COLOR OF EXTERIOR WALL. THAT ADDRESS MUST BE PERMANENTLY FASTENED TO THE EXTERIOR OF THE BUILDING PRIOR TO OCCUPANCY.
  - F- SEE PLUMBING SHEETS AND ROOF DRAINAGE PLAN FOR SECONDARY ROOF DRAINAGE BRASS SCUPPER AND ROOF SCUPPER WITH PRE-FINISHED ALUMINUM DOWN SPOUT LOCATIONS ALONG EXTERIOR WALLS.
  - G- SEE PLUMBING SHEETS FOR LOCATION OF GAS METER ALONG EXTERIOR WALL.
  - H- SEE ELECTRICAL SHEETS FOR ELECTRICAL FIXTURE LOCATIONS ALONG EXTERIOR WALLS.
  - J- OWNER IS RESPONSIBLE TO OBTAIN A SEPARATE PERMIT FOR ANY EXTERIOR SIGNS IN ACCORDANCE WITH CURRENT CITY SIGN ORDINANCE.

	233 SOUTH PLEASANT GROVE BLVD. PLEASANT GROVE, UTAH 84042 PHONE: (801) 769-3300 FAX: (801) 769-3303 cma@curtminer.com	DATE: 3 FEBRUARY 2016 PROJECT #: CMA14-031 PROJ. MAN.: MMA CHECKED BY: CMA
	PROJECT: <b>WEST LINDON BUSINESS PARK</b>	730 NORTH 2800 WEST LINDON, UT 84042
SHEET DESCRIPTION: EXTERIOR ELEVATIONS	SHEET: <b>A203</b>	

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MARK	REVISION	DATE

PLANT SCHEDULE					
QUANTITY	Type Mark	BOTANICAL NAME	COMMON NAME	SIZE	Mark
56					
2	A	ACER x FREEMANI 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2" CAL.	1
2	B	MALUS SPP. 'PRAIRIE FIRE'	PRAIRIE FIRE FLOWERING CRABAPPLE	2" CAL.	2
7	C	GLEDTISIA TRIACANTHOS 'SUNBURST'	SUNBURST HONEY LOCUST	2" CAL.	3
15	D	CARYOPTERIS x CLANDONENSIS	BLUE MIST SPIREA	1 GAL.	4
47	F	EUONYMOUS ALATUS 'COMPACTA'	DWARF BURNING BUSH	2 GAL.	6
11	G	PHILADELPHUS LEWISII 'BLIZZARD'	BLIZZARD MOCK ORANGE	5 GAL.	7
6	H	TAXUS MEDIA 'DARK GREEN SPREADER'	DARK GREEN SPREADER YEWE	5 GAL.	8

**SHEET NOTES**

- LANDSCAPE STRIP WITH GRASS SOD, KENTUCKY BLUE GRASS BLEND LAWN.
- INSTALL UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.
- DECORATIVE ROCK.
- CONCRETE LANDING. SLOPE AWAY FROM BUILDING MAXIMUM OF 2% FOR POSITIVE DRAINAGE.
- MONUMENT SIGN. SEE DETAILS ASS01.
- CONCRETE SLAB ON GRADE. SEE CIVIL.
- ADA VAN ACCESSIBLE PARKING SIGN. SEE DETAIL A21ASS01.
- ADA ACCESSIBLE PARKING SIGN. SEE DETAIL ASS01.
- CONCRETE PAVING PARKING AREA. SEE CIVIL. PAINT STRIPING AND MARKING AS SHOWN.
- KNOX BOX AT ENTRY.
- STREET LIGHT POLE.
- ELECTRICAL TRANSFORMER AND CONCRETE PAD. SEE ELECTRICAL.
- PARKING LOT LIGHT POLE.
- FIRE HYDRANT.
- PARKING ENTRY.
- POWER METER LOCATION. SEE ELECTRICAL.
- GAS METER LOCATION. SEE PLUMBING.
- CONCRETE CURB AND GUTTER. SEE CIVIL.
- ACCESSIBLE ROUTE. MAXIMUM 1:20 SLOPE.
- CONCRETE SIDEWALK.
- DUMPSTER.
- PROVIDE VISUAL SCREEN GATES. SEE DETAIL B41ASS01.
- BIKE PARKING. SEE CIVIL. SEE DETAIL A14ASS01.
- CONCRETE SIDEWALK. SEE CIVIL.
- ASPHALT PAVING. SEE CIVIL.

**LANDSCAPE CALCULATIONS**

SITE AREA	= 181,974 S.F.
RIGHT-OF-WAY AREA	= 2,292 S.F.
RESULTING TOTAL SITE AREA	= 179,682 S.F.
LANDSCAPE 15% REQUIRED	= 27,296.1 S.F.
PROVIDED LANDSCAPE AREA	= 30,146 S.F. = 16.8%
40 S.F. LANDSCAPE PER EACH STALL OVER 10 PARKING STALLS	
PARKING STALLS	= 93
40 S.F. PER STALL X 93 STALLS	= 3,720 S.F.
INTERIOR LANDSCAPE REQUIRED	= 3,720 S.F.
PROVIDED INTERIOR LANDSCAPE AREA	= 11,869 S.F.
LIVING VEGETATION 75% REQUIRED	= 22,609 S.F.
PROVIDED LIVING VEGETATION	= 28,866 S.F.
DESERT LANDSCAPING 25% MAXIMUM AREA	= 7,537 S.F.
PROVIDED DESERT LANDSCAPING	= 7,538 S.F.
TREE COUNT	
1 TREE PER 10 PARKING STALLS	= 93
PARKING STALLS	= 93
REQUIRED TREES	= 10 (8 ADDITIONAL ALONG STREET FRONTAGE)
PROVIDED TREES	= 103

LANDSCAPE PERCENTAGE TOTALS	
RIVER ROCK LANDSCAPING	= 25%
ROCK MULCH AND PLANTER LANDSCAPING	= 19%
GRASS LANDSCAPING	= 56%
RIVER ROCK LANDSCAPING	= 7,538 S.F.
ROCK MULCH AND PLANTER LANDSCAPING	= 5,611 S.F.
GRASS LANDSCAPE AREA	= 16,997 S.F.
INTERIOR LANDSCAPE AREA	= 11,869 S.F.
<b>TOTAL LANDSCAPE AREA</b>	<b>= 30,146 S.F. S.F.</b>
CONCRETE FLOOR/PAVING	
ASPHALT PAVING	



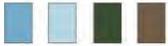
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D2 ARCHITECTURAL SITE PLAN  
AS101 SCALE: 1" = 30'-0"

**NOT FOR CONSTRUCTION**

<p><b>CURTIS MINER ARCHITECTURE</b></p> <p>233 SOUTH PLEASANT GROVE BLVD. SUITE #100 PLEASANT GROVE, UTAH 84062 PHONE: (801) 749-3000 FAX: (801) 749-3001 cma@cmausa.com</p>	<p>DATE: 3 FEBRUARY 2016</p> <p>PROJECT #: CMA14-001</p> <p>PROJ. MAN.: MMA</p> <p>CHECKED BY: CMA</p>
	<p>PROJECT: <b>WEST LINDON BUSINESS PARK</b></p> <p>730 NORTH 2800 WEST LINDON, UT 84042</p>
<p>SHEET DESCRIPTION: ARCHITECTURAL SITE PLAN</p>	<p>SHEET: <b>AS101</b></p>

## IV. Utah Mountain Desert Color Palette



Utah Mountain Desert Color Palette

Primary Colors



Primary Color	Swatch 1	Swatch 2	Swatch 3	Swatch 4	Swatch 5
Blue	Light Blue	Medium Blue	Dark Blue	Very Dark Blue	Black
Grey	Light Grey	Medium Grey	Dark Grey	Very Dark Grey	Black
Brown	Light Brown	Medium Brown	Dark Brown	Very Dark Brown	Black
Green	Light Green	Medium Green	Dark Green	Very Dark Green	Black
Yellow	Light Yellow	Medium Yellow	Dark Yellow	Very Dark Yellow	Black
Tan	Light Tan	Medium Tan	Dark Tan	Very Dark Tan	Black

## Item 7: Site Plan — Jasper Plumbing 158 South 2000 West

Terry Jasper requests site plan approval for the Jasper Plumbing office/warehouse 9,050 sq. ft., to be located at 158 South 2000 West in the Light Industrial (LI) zone.

<p><b>Applicant:</b> Terry Jasper  <b>Presenting Staff:</b> Brandon Snyder</p> <p><b>General Plan:</b> Light Industrial  <b>Zone:</b> Light Industrial (LI)</p> <p><b>Property Owner:</b> Lucky Properties LLC;  Registered Agent: Terry Jasper  <b>Address:</b> 158 South 2000 West  <b>Parcel ID:</b> 48-245-0005  <b>Lot Size:</b> 1 Acre (43,577 sq. ft.)  <b>Legal Description:</b> Lot 5, Plat A, Ostler Industrial Park Subdivision</p> <p><b>Type of Decision:</b> Administrative  <b>Council Action Required:</b> No</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <ol style="list-style-type: none"> <li>Whether the request for site plan approval complies with applicable land use requirements of the Light Industrial (LI) zone.</li> </ol> <p><b><u>MOTION</u></b>  I move to (<i>approve, deny, continue</i>) the applicant's request for site plan approval with the following conditions (if any):</p> <ol style="list-style-type: none"> <li></li> <li></li> <li></li> </ol>
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### **BACKGROUND**

- The applicant proposes to construct an office/warehouse building (9,050 sq. ft.) on the lot located at 158 South 2000 West.
- The structure/site will be used for Office/warehouse and for Plumbing & Heating Equipment & Supplies - indoor storage only, which are both permitted uses in the Light Industrial (LI) zone.
- The intent of the Light Industrial (LI) zone is to provide areas in appropriate locations where light manufacturing, industrial processes and warehousing not producing objectionable effects may be established, maintained, and protected. The regulations of this district are designed to protect environmental quality of the district and adjacent areas. (LCC Section 17.49.020).
- Site plan review is required for all new development within a non-residential zone per Lindon City code Section 17.17.110.

Table 1. Existing and Surrounding Land Uses and Zoning

<b>Existing Use</b>	Vacant			
<b>Surrounding Uses</b>	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
	Commercial	Industrial	Industrial	Utah County Solid Waste Special Service District



<b>Site Zoning</b>	Light Industrial (LI)			
<b>Surrounding Zones</b>	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
	Light Industrial (LI)	Light Industrial (LI)	Light Industrial (LI)	Recreational Mixed Use - West (RMU-W)

**REVIEW PROCESS**

**DRC Review**

Planning Staff, the City Engineer and the applicant are working through technical issues related to the site and City Staff will ensure all issues are resolved before final Engineering approval is granted.

**Public Comment**

Third party notices were provided on January 29, 2016, to the adjoining property owners in accordance with Lindon City Code Section 17.14.50 Third Party Notice. Staff has received no public comment at this time.

Table 2. Property Information (Light Industrial(LI) zone LCC Chapter 17.49)

	<b>Minimum Requirement</b>	<b>Proposed Site</b>
<b>Lot area</b>	1 acre	1 acre
<b>Lot frontage</b>	100 feet	2000 West (major collector): 187'
<b>Building height</b>	Maximum 48'	Height: 28.5'
<b>Onsite parking stalls and bicycle stalls</b>	Vehicle: 11 stalls (office 1/500 sq. ft.; warehouse 1/1000 sq. ft.) Bicycle: 2	Vehicle: 12 stalls Bicycle: 2
<b>Building setbacks</b>		
<b>Front</b>	20 feet	65 feet +

<b>Rear</b>	0 feet	65 feet +
<b>Side (south)</b>	0 feet + (15' easement) or 20' without a one-hour firewall	20 feet
<b>Side (north)</b>	0 feet + (10' PUE) or 20' without a one-hour firewall	20 feet

**DISCUSSION & ANALYSIS**

**Landscaping Standards**

*Landscaping Strip* The LI zone requires that a landscaped strip twenty (20) feet in width shall be planted with grass, and trees planted every thirty (30') feet on center along all public street frontages.

**Fencing Standards**

*Fencing* No fencing regulations apply as the site is not adjacent to a residential use or residential zone.

**Architectural Standards**

*Building Materials and Color*

The building exterior is to be stucco and metal, which complies with Lindon City Code materials and percentages requirements. The applicant's elevations indicating building colors is included.

**Special Provisions**

*Solid Waste Storage Facility*

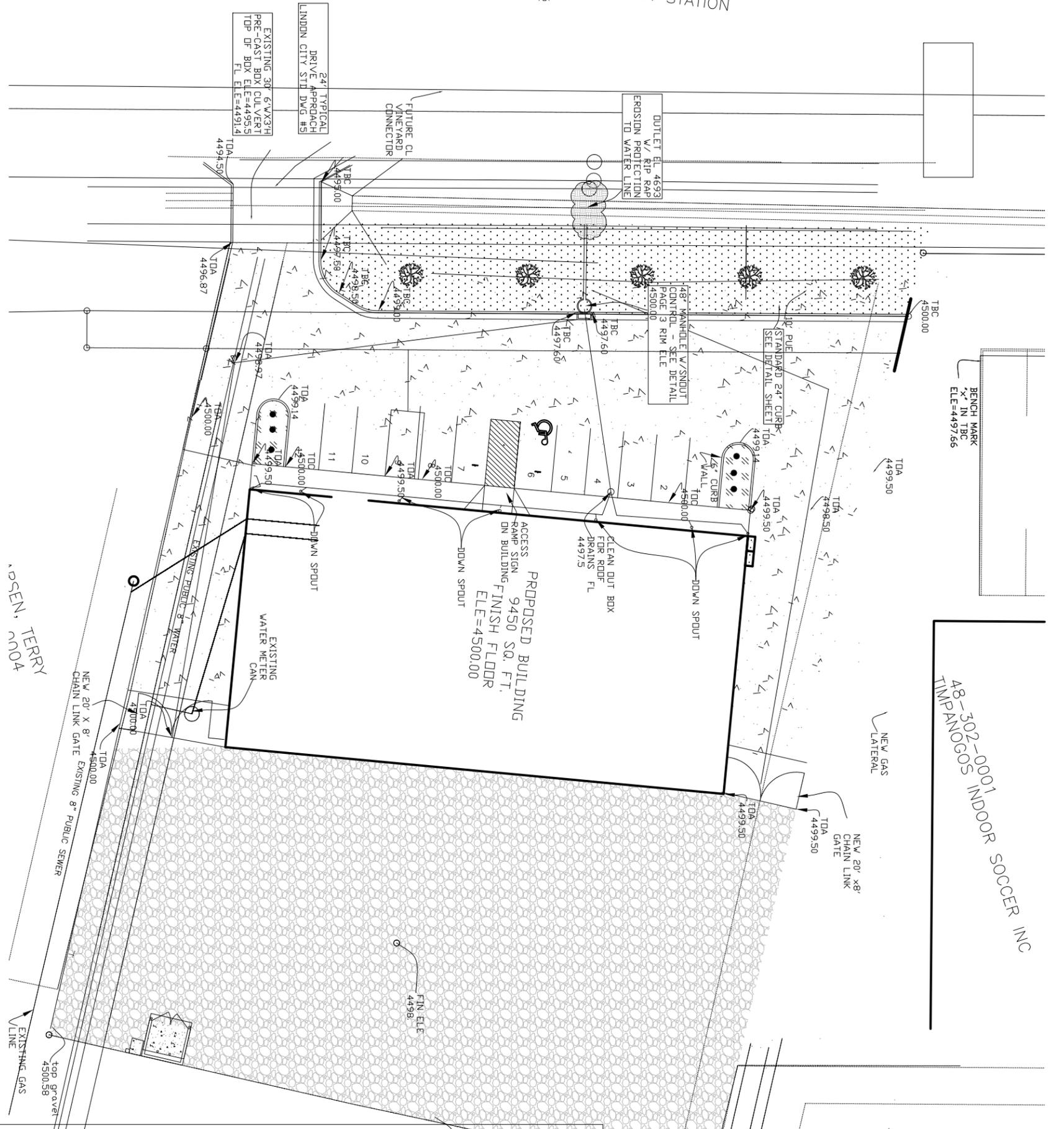
The dumpster will be enclosed in CMU block walls with metal sit obscuring gates.

**ATTACHMENTS**

1. Landscape Plan
2. Elevations and Colored Rendering

NORTH COUNTY SOLID TRANSFER STATION

EXISTING FIRE HYDRANT



BENCH MARK  
X IN TBC  
ELE=4497.66

48-302-0001 INDOOR SOCCER INC  
48-302-0001

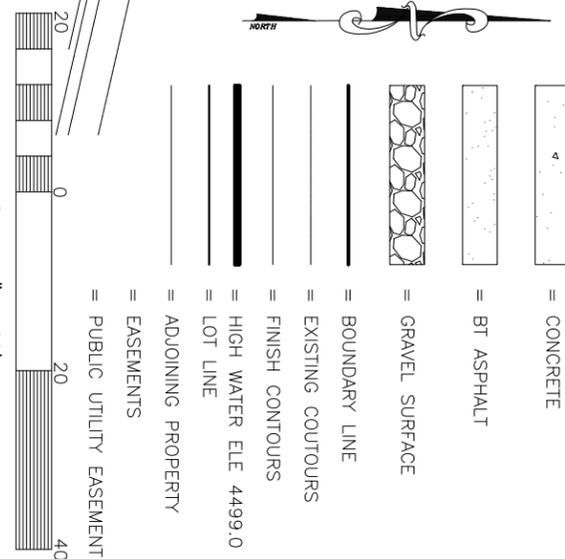
ROSEN, TERRY  
004

**LEGEND**

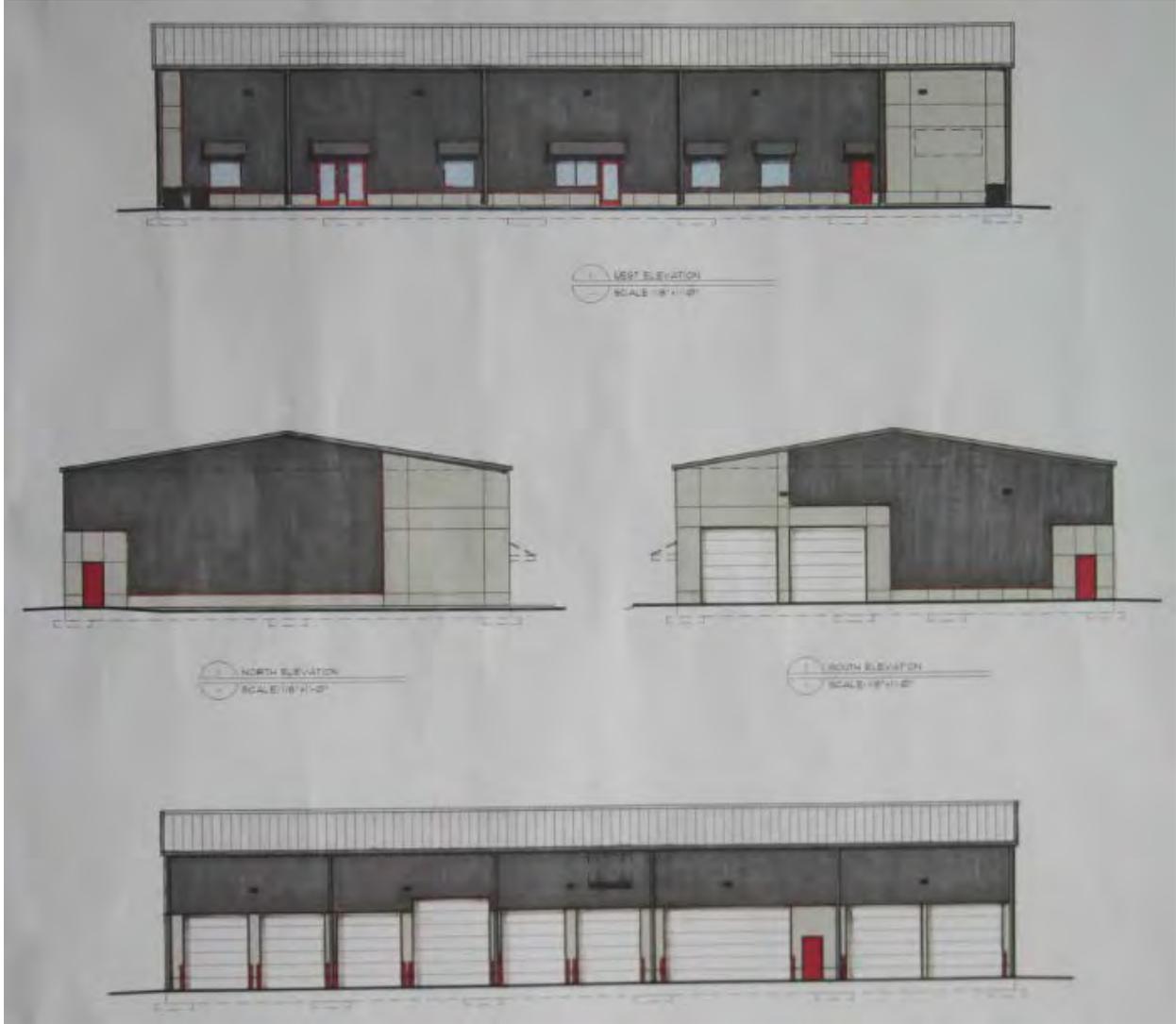
- = SECTION CORNER
- = LITTLE LEAF LINDEN TREES 2" CALIB
- = MINIATURE DOGWOOD
- = LANDSCAPE AREA GRASS
- = LANDSCAPE AREA BARK CHIPS WITH WEED BARRIER MAT
- = CONCRETE
- = BT ASPHALT
- = GRAVEL SURFACE
- = BOUNDARY LINE
- = EXISTING CONTOURS
- = FINISH CONTOURS
- = HIGH WATER ELE 4499.0
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = PUBLIC UTILITY EASEMENT

**BIKE RACK DETAIL**

2" GALVANIZED PIPE SET 18" INTO GROUND 2" FROM BUILDING



	<p><b>JASPER PLUMBING</b> LONDON CITY, UTAH COUNTY UTAH</p> <p><b>LANDSCAPE PLAN</b></p>	<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1/15/16</td> <td>RED LINE CORRECTIONS</td> </tr> <tr> <td>1/27/16</td> <td>RED LINE CORRECTIONS</td> </tr> </tbody> </table>	DATE	DESCRIPTION	1/15/16	RED LINE CORRECTIONS	1/27/16	RED LINE CORRECTIONS	<p><b>KUNZ ENGINEERING</b> ENGINEERING SURVEYING LAND PLANNING</p> <p>(801) 225-8232 FAX (801) 221-9213 <a href="mailto:MAILROBERT@KUNZ20GMAIL.COM">MAILROBERT@KUNZ20GMAIL.COM</a></p>
DATE	DESCRIPTION								
1/15/16	RED LINE CORRECTIONS								
1/27/16	RED LINE CORRECTIONS								
<p><b>Project Info.</b></p> <p>Surveyor: R. KUNZ</p> <p>Designer: R. KUNZ</p> <p>Begin Date: DECEMBER 15, 2015</p> <p>Name: SITE PLAN</p> <p>Checked: JASPER PLUMBING</p> <p>Scale: 1"=20'</p> <p>Number: JASPER</p>	<p>Sheet <b>5</b> of 5 Sheets</p>								



## Item 8: Public Hearing — Ordinance Amendment LCC 17.48 Vehicle Sales Lots Requirements

<p><b>Applicant:</b> Lindon City <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>Type of Decision:</b> Legislative <b>Council Action Required:</b> Yes</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether it is in the public interest to recommend approval of the proposed amendment to the City Council.</p> <p><b>Ordinance:</b> # 2016-3-O</p> <p><b><u>MOTION</u></b> I move to recommend (<i>approval, denial, continuation</i>) of ordinance amendment 2016-3-O (<i>as presented, with changes</i>).</p>
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### **BACKGROUND**

Over the last several months the Planning Commission and City Council have been discussing used vehicle sales along State Street. These discussions stemmed from concept reviews received from applicants looking to change zoning designations on specific lots to allow used vehicles sales.

As part of the discussions, it was contemplated to have specific site requirements for vehicle sales lots in commercial zones. This ordinance is a draft of possible requirements.

### **DISCUSSION & ANALYSIS**

Lindon already has landscaping, parking, and design requirements for new sites being developed. However, the requirements in this ordinance would be additional requirements for not only newly developed vehicle sales lots, but also sites converting to vehicular sales lots from in commercial zones where such sales are allowed. This ordinance in its current form would not apply to vehicle sales lots outside of commercial zones.

This ordinance draft references sections of code found in 17.18 Off-Street Parking as many parking standards are covered in that section of the code. This will also prevent having to update two sections of code if standards in 17.18 are amended.

With such an ordinance it is possible to require all existing vehicle sales lots to come into compliance after a certain period of time. However, it is typical to allow previously approved uses to continue under the previous requirements unless they choose to expand their operation in some manner.

An assessment of existing used vehicle sales lots was conducted for reference in developing the draft requirements in the ordinance.

The Planning Commission continued this item from the last meeting. Information regarding the practical effects of the proposed requirements was requested. Examples will be provided in the meeting.

### **ATTACHMENTS**

1. Ordinance 2016-3-O Draft

#### 17.48.200 Vehicle Sales Lots

Sales lots for automobiles, RVs, boats, trailers, motorcycles, ATVs, and similar vehicles shall only be conducted in appropriate zones according to the Standard Land Use Table and shall be fully improved to comply with current city standards, including fully paved display area, permanent sales office built to the current building code, landscaping, streetlights and permanent signage. Sales lots must be located on property that is zoned for such use. The following additional standards shall also apply:

1. Business License: Prior to the issuance of any business license indicating a change of use on a property, an applicant shall first obtain site plan approval from the Land Use Authority regarding the requirements in this Chapter and Section. Vehicle Sales Lot site plan applications are subject to an application fee as stated in the Lindon City Fee Schedule. Site plan submittals must meet the requirements contained in the Lindon City Land Development Policies, Standards, Specifications, and Drawings Manual.
2. Minimum Lot Size: One (1) acre
3. Minimum Frontage on a Public Street: Two hundred (200) feet; double frontage lots may count all frontage toward this requirement.
4. Parking Spaces:
  - a. See 17.18 Off-Street Parking for minimum number of stalls for employees and customers.
  - b. Dimensions shall meet requirements set forth in 17.18.020 Size of parking spaces and aisles.
  - c. Stalls must be clearly designated as "Customer" or "Employee" with an upright pole sign designating customer and employee parking spaces in order to differentiate from display stalls. These spaces shall not be used for parking vehicles which are for sale or for the display of any merchandise.
5. Parking Lot: See 17.18.080 Parking lot maintenance and design.
6. Display Spaces:
  - a. Dimensions shall meet requirements set forth in 17.18.020 Size of parking spaces and aisles and be striped.
  - b. All automobiles and other vehicles which are for sale at the auto lot shall be parked in the automobile showroom or in a parking space which is specifically designated for displaying merchandise for sale.
  - c. All vehicles for sale shall be parked and stored solely within the automobile lot.
7. Display Lot: See 17.18.080 Parking lot maintenance and design.
8. Display Area:
  - a. No merchandise shall be permitted to be stored on any required landscaped area, drive access, sidewalk or other public right of way or in any manner deemed a safety hazard to the general public.
  - b. No merchandise displayed shall exceed ten (10) feet in height as measured from the grade of the nearest public sidewalk.

9. Interior Landscaping:

- a. Landscaping within the interior of the parking/display lot shall be required at forty (40) square feet per required customer/employee parking stall and twenty (20) square feet per vehicle display space. See 17.18.085 for interior landscaping standards.
- b. One (1) tree for every ten (10) customer/employee parking stalls is required and one (1) tree for every twenty (20) vehicle display spaces.

10. Buildings:

- a. Minimum 1,000 square foot building is required
- b. Existing buildings transitioning to a vehicle sales office must be brought up to current Commercial Design Standards.

11. Storage: All parts and material incidental to the operation of dealership must be stored in a designated area and concealed from public view.

12. Repair and maintenance: Repair and/or maintenance of any vehicle/merchandise shall take place in an enclosed building.

13. Lighting: See 17.48.070 Site lighting

14. Signs on Vehicles: Signs placed on vehicles may not exceed two (2) square feet in size.

## Item 9: Public Hearing — Ordinance Amendment LCC 17.41 Anderson Farms Planned Development

<p><b>Applicant:</b> Ivory Development <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>Type of Decision:</b> Legislative <b>Council Action Required:</b> Yes</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether it is in the public interest to recommend approval of the proposed amendment to the City Council.</p> <p><b>Ordinance:</b> # 2016-7-O</p> <p><b><u>MOTION</u></b> I move to recommend (<i>approval, denial, continuation</i>) of ordinance amendment 2016-7-O (<i>as presented, with changes</i>).</p>
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### **BACKGROUND**

Over a year ago, Ivory Development approached the City regarding a master planned residential community west of Geneva Road, adjacent to the Creekside community, on the Anderson Dairy Farm. The project has been named Anderson Farms. Lindon City does not currently have a zoning ordinance that allows for master planned communities of the size, scope, and housing products that Ivory Development is proposing. This ordinance creates the framework for the Anderson Farms community to be implemented.

### **DISCUSSION & ANALYSIS**

The purpose of the Anderson Farms Planned Development Zone (PD Zone) is to encourage efficient use of land and resources and to provide flexibility in the City's zoning scheme in order to allow for unique, innovative, and well planned developments not otherwise provided for under one of the City's other existing zoning classifications.

This zone is not intended to be available city wide, but rather is restricted to a specific geographic area of Lindon as identified in the ordinance. The ordinance itself will only be applied to areas identified on the Lindon City Zoning Map as the Anderson Farms Planned Development Zone. There is currently no such designation on the Zoning Map, but that request is coming in a later agenda item.

The PD Zone ordinance requires a development agreement that essentially fills in the framework with the details of the project. The Anderson Farms Master Development Agreement is a supplemental document that is required by this ordinance but is not part of the code language itself. Ivory is requesting approval of that agreement on a later agenda item. For this item, Lindon City Code language that will become Chapter 17.41 is all that is under consideration.

Most residential zoning designations in Lindon allow for accessory apartments to be created if certain requirements are met. Due to the nature of the PD Zone incorporating smaller lots and setbacks, accessory apartments are not allowed in this zone.

Please review the draft ordinance in its entirety.

### **ATTACHMENTS**

1. Ordinance 2016-7-O Draft

## **Chapter 17.41**

### **ANDERSON FARMS PLANNED DEVELOPMENT ZONE (PD ZONE)**

<b>17.41.010</b>	<b>PURPOSE AND INTENT</b>
<b>17.41.020</b>	<b>LIMITATION ON LOCATION OF PD ZONES</b>
<b>17.41.030</b>	<b>CREATION OF A PD ZONE AND DESIGNATION OF PLANNED DEVELOPMENT ON ZONING MAPS</b>
<b>17.41.040</b>	<b>DEVELOPMENT AGREEMENT REQUIRED</b>
<b>17.41.050</b>	<b>APPLICATIONS</b>
<b>17.41.060</b>	<b>CONCEPT PLAN</b>
<b>17.41.070</b>	<b>DEVELOPMENT AND DESIGN STANDARDS</b>
<b>17.41.080</b>	<b>PERMITTED AND CONDITIONAL USES</b>
<b>17.41.090</b>	<b>DENSITY</b>
<b>17.41.100</b>	<b>ACERAGE REQUIREMENT</b>
<b>17.41.110</b>	<b>SETBACK REQUIRMENTS</b>
<b>17.41.120</b>	<b>BUFFERING BETWEEN RESIDENTIAL AND NON-RESIDENTIAL USES</b>
<b>17.41.130</b>	<b>AMENDMENTS OR MODIFICATIONS OF PD ZONE</b>
<b>17.41.140</b>	<b>EXPIRATION OF PD ZONE (SUNSET PROVISIONS)</b>
<b>17.41.150</b>	<b>R-2/R-3 OVERLAYS EXCLUDED</b>
<b>17.41.160</b>	<b>DISCRETION OF CITY COUNCIL</b>

#### **Section 17.41.010 PURPOSE AND INTENT**

The purpose of the Anderson Farms Planned Development Zone (PD Zone) is to encourage efficient use of land and resources and to provide flexibility in the City's zoning scheme in order to allow for unique, innovative, and well planned developments not otherwise provided for under one of the City's other existing zoning classifications. The PD Zone is not intended for use in situations where a proposed development is reasonably feasible under one of the City's other zoning classifications or in situations where the primary purpose is to obtain a relaxation of standards applicable to similar types of development in other zones. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed PD Zone is preferable to traditional zoning.

The provisions contained herein are intended to accomplish the following purposes and goals:

1. To encourage and promote more detailed and specific planning and analysis for certain areas of the City.
2. To encourage the inclusion of special development amenities that are in the interest of the general public.
3. To develop a sense of community within a development and to ensure compatibility with surrounding areas while providing opportunity to create reasonable buffers and transitions between different zones.

4. To establish provisions and regulation which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage efficient and imaginative development.
5. To provide flexibility in zoning and allow for development using mixtures of density and uses to achieve a higher quality development while ensuring performance standards are implemented within the zone. Examples of this type of situation may include the following:
  - a. Where the setbacks, building height limits or other standards of an existing zone are not necessary for the protection of neighboring properties or the general welfare of the City because of the proximity of a parcel of property to a particular landscape feature such the Freeway; and
  - b. Where additional setbacks, or other adjustments to buffers and boundaries between zones may be appropriate to protect neighboring properties from uses to be employed on a parcel of property.

**Section 17.41.020      LIMITATION ON LOCATION OF THE PD ZONE**

The PD Zone shall only be available in those portions of Lindon City as identified by the map below. The Lindon City Zoning Map shall show the actual boundaries of the zone at any given time.



**Section 17.41.030 CREATION OF THE PD ZONE AND DESIGNATION OF PLANNED DEVELOPMENT ON ZONING MAPS**

The PD Zone shall be applied to the land area as the related and independent zone. Property within the PD Zone shall be developed pursuant to the requirements and conditions of an approved and adopted development agreement. The Zoning map shall be amended to reflect the location and boundaries of the PD Zone.

**17.41.040 DEVELOPMENT AGREEMENT REQUIRED**

Prior to, or in conjunction with, the creation of the PD Zone, an applicant shall enter into a detailed development agreement that sets forth the entire project, the total amount of units or lots, the amounts of open spaces and landscaped areas, any other amenities that the applicant will provide as part of the development, and any specific development requirements which may be applicable to the PD Zone. Accompanying, and incorporated into, the final development agreement shall be the correct legal descriptions of the property and of any dedications of property, easements, or rights-of-way to be granted to the City. At the request and discretion of the City Council, other language may be required in the development agreement to assure the City that the concept plans will match the final product built. Said agreement shall be recorded with the Utah County recorder's office, and will be attached to the title of each lot, parcel, or pad within the zone to inform future or prospective property buyers of the requirements of developing the property under the PD Zone designation. The development agreement may only be renegotiated or modified through a petition to the City to amend the PD Zone as per the requirements of this Chapter.

**Section 17.41.050 APPLICATIONS**

An application for the PD Zone shall be processed following the procedures set forth for a zone change application in the Lindon City Code and in the City's Land Development Polices, Standard Specifications, and Drawings manual. The application for the development of individual plats, parcels, or phases within a PD Zone shall likewise be processed pursuant to the Lindon City Code and Land Development Polices, Standard Specifications, and Drawings manual unless expressly modified in the development agreement approved in conjunction with the related PD Zone.

**Section 17.41.060 CONCEPT PLAN**

A concept plan shall be submitted prior to or with the application to create the PD Zone. The Planning Commission shall review the concept plan and shall provide its recommendation to the City Council. The concept plan shall at a minimum include the following:

1. A description of the proposed PD Zone in sufficient detail as to identify the purpose and intent of the zone regulations, including intended land uses and land use standards that would apply in the zone;
2. The proposed name for the PD Zone;

3. The legal description of the subject property;
4. A topographic map of the subject property and adjacent property within fifty feet (50') of the subject property;
5. A tabulation of the total land area and the percentage thereof designated for various proposed uses;
6. The number of residential units per acre and a proposed layout of anticipated lots, if applicable;
7. Identify access and availability of necessary utilities and services, and indicate any major infrastructure improvements that may be necessary;
8. A general circulation plan indicating both public and private vehicular and pedestrian ways;
9. A layout of all parking areas, amenities, open spaces, landscaped areas and drive accesses;
10. Proposed buffering and transitioning treatments between uses both within the PD Zone and with existing uses adjoining the PD Zone;
- 11.
12. Locations of any critical lands; and
13. Any additional information that the City may deem necessary to determine whether the proposed PD Zone is in the interest of the public health, safety, and welfare. Such information may include, but is not limited to: proposed building footprints, building heights, and the orientation of all buildings; architectural renderings that illustrate the architectural style(s), materials and the designs to be employed in the development; a preliminary title report; a preliminary plan for storm drainage, sewage disposal, grading, and public utilities and statements indicating the future form of ownership (e.g., sole owner, condominiums, etc.) and responsibility for maintenance of the project areas such as streets, structures and open spaces.

The required development agreement may modify or supplement the information provided in the concept plan without a formal amendment to the concept plan.

### **Section 17.41.070 DEVELOPMENT AND DESIGN STANDARDS**

Unless expressly modified in the development agreement approved in conjunction with the related PD Zone, or unless otherwise modified in this Chapter, the development/design standards and regulations for a given use within the PD Zone shall be the same standards and regulations for that given use as set forth in Title 17 of the Lindon City Code and in the City's Land Development Polices, Standard Specifications, and Drawings manual.

**Section 17.41.080 PERMITTED AND CONDITIONAL USES**

Permitted and conditional uses within a PD Zone shall be the respective uses designated as permitted and conditional uses for residential zones (R1-12, R1-20 and R3 zones) in the Standard Land Use Table and any additional uses expressly allowed in the development agreement approved in conjunction with the related PD Zone.

**Section 17.41.090 DENSITY**

The residential density allowed in a PD Zone shall be High Residential as defined by the City’s General Plan, unless expressly modified in the development agreement approved in conjunction with the related PD Zone.

**Section 17.41.100 ACREAGE REQUIREMENT**

The minimum size requirement for any project applying for a PD Zone shall be no less than 100 acres.

**Section 17.41.110 SETBACK REQUIREMENTS**

Setback requirements for residential uses within a PD Zone may be established by the development agreement approved in conjunction with the related PD Zone. However, under no circumstances shall setbacks be less than the following standards:

- 1. Front Setback                      Twenty feet (20’)
- 2. Rear Setback                        Twenty feet (20’)
- 3. Side Setback                         Five feet and five feet (5’/5’)
- 4. Side Road Setback                 Fifteen feet (15’)

**Section 17.41.120 BUFFERING BETWEEN RESIDENTIAL AND NON-RESIDENTIAL USES**

Any phase or plat of a planned development within a PD Zone which locates residential uses next to non-residential uses, shall provide a buffer between the residential and the non-residential uses so as to minimize the impact of such uses on one another within the PD Zone and to reduce the impact of the PD Zone on existing uses on adjoining properties. At the discretion of the City, specific requirements to minimize the impact of the PD Zone on existing uses may be imposed in the development agreement approved in conjunction with the related PD Zone.

**Section 17.41.130 AMENDMENTS OR MODIFICATIONS OF PD ZONE**

An established PD Zone, including the required development agreement, may only be amended or modified pursuant to a formal application to amend. Such applications shall be submitted and processed using the procedures established by Lindon City for a zone change application.

**Section 17.41.140 EXPIRATION OF PD ZONE (SUNSET PROVISIONS)**

After 10 years from the City Council’s original approval of the PD Zone, the PD Zone designation shall expire as to any phase, parcel, or plat of land that is not included within a final plat that has been recorded in the Utah County Recorder’s Office. The zoning on such property for which a PD Zone expires, shall automatically revert back to the zoning that existed prior to the adoption of the PD Zone.

The ten (10) year time period established in this section may be extended by either:

1. The express terms of the development agreement approved in conjunction with the related PD Zone, but which may not exceed a total of 20 years from the time of the original approval; or
2. On the motion of the Planning Commission to grant an extension. The Planning Commission may not grant an extension unless it finds, based on substantial evidence placed in the record, all of the following:
  - a. Substantial progress is being made toward the final recording of the plat(s) with PD Zone;
  - b. The conditions of the PD Zone approval are still viable based on the currently applicable requirements of this Code; and
  - c. An ordinance change has not occurred or has not been initiated that may substantially affect the activity of the planned development authorized by the PD Zone approval.

**Section 17.41.150 R-2 OVERLAYS EXCLUDED**

As the stated purpose of the PD Zone is to provide opportunities for higher density developments than are otherwise allowed in Lindon, and whereas it is not the City’s intent to further increase the higher density allowed under the PD Zone through the provisions of the R-2 overlay zone, the use of these the R-2 overlay zone is expressly excluded and disallowed within the PD Zone.

**17.41.160 DISCRETION OF CITY COUNCIL**

The provisions and standards provided within this Chapter are adopted with the sole intent to benefit the general population of Lindon City by allowing certain modifications and exceptions to standard zoning requirements in order to encourage high quality developments within unique areas of the City. Therefore, it is the sole burden of an applicant to convince the Planning Commission and City Council that a requested PD Zone is warranted and that the proposed planned development will further the purposes and intent of this Chapter.

## Item 10: Public Hearing — Development Agreement Anderson Farms Planned Development

<p><b>Applicant:</b> Ivory Development  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>Type of Decision:</b> Legislative  <b>Council Action Required:</b> Yes</p>	<p><b><u>SUMMARY OF KEY ISSUES</u></b></p> <p>1. Whether it is in the public interest to recommend approval of the proposed development agreement to the City Council.</p> <p><b><u>MOTION</u></b></p> <p>I move to recommend (<i>approval, denial, continuation</i>) of the Anderson Farms Master Development Agreement (<i>as presented, with changes</i>).</p> <p>1.</p>
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### **BACKGROUND**

Over a year ago, Ivory Development approached the City regarding a master planned residential community west of Geneva Road, adjacent to the Creekside community, on the Anderson Dairy Farm. The project has been named Anderson Farms. Lindon City Code 17.41 Anderson Farms Planned Development requires a development agreement pursuant to the ordinance governing the Anderson Farms master planned community. This Development Agreement provides details for the Anderson Farms project and gives assurances to both Ivory Development and Lindon City regarding the community’s finished product.

### **DISCUSSION & ANALYSIS**

The Development Agreement consists of not only agreement language, but several exhibits as well. The exhibits give a visual reference to the concept plan and associated amenities and infrastructure associated with the project. A summary of the agreement is attached along with the exhibits.

The Anderson Farms project will be implemented in several phases and is a multi-year project that could extend 10 years and beyond. When built out, the approximately 950 units will accommodate around 3,000 people.

### **ATTACHMENTS**

1. Anderson Farms Development Agreement Summary
2. Anderson Farms Master Development Agreement
3. Exhibit “A”: Legal Description of Property
4. Exhibit “B”: Property Concept Plan
5. Exhibit “C”: Proposed Layout of Parcels
6. Exhibit “D”: Infrastructure Plan
7. Exhibit “E”: Example of Modified Property Concept Plan
8. Exhibit “F”: Example of Multi-Family Phase Development
9. Exhibit “G”: Anderson Blvd. Completion Requirements
10. Exhibit “H”: Depiction of Regional Park
11. Exhibit “I”: Form of Landscape Maintenance Easement Agreement
12. Exhibit “J” Street Cross Sections
13. Exhibit “K” Minimum Lot Sizes and Lot Setbacks

# Ivory Anderson Farms MDA Summary

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- Units (1.2.25)
  - 500 single family units which includes detached single family homes and townhomes
  - 450 apartments (multi-family)
- Concept plan is a guide but may change as long as changes substantially conform to intent of concept plan (3.1)
  - If for any reason commercial development does not go through, developer will build single family units in that area (3.2)
  - Any Zoning/Building standards not specifically addressed in the MDA are governed by City Code (13)
- Apartment concept is very rough and parties agree to work together to establish design and development issues at a later date (3.4), but City cannot limit the apartments below the maximum allowed (450).
- Standards related to can health & safety can be amended by City and still apply to Anderson Farms (4.3)
- Agreement expires upon build out or 20 years (4.5)
- Park construction (6.1.1)
  - Ivory will pay for Park (6.1; 9.1.1) and will be complete prior to completion of 60% of single family residential units (issuance of building permits for 168 out of 280 units)
- Maintenance (6.2)
  - City responsible for Regional Park, Trails, sidewalks, streets, storm water detention ponds
  - HOA responsible for everything else
- Private streets in Parcel C (townhomes) and Parcel I (apartments) (6.3)
- Sewer/Ground Water lift station cost sharing (7.3)
  - Ivory will reroute 2 existing city lift stations into new sewer lift station.
  - Ivory will finance construction,
  - City will reimburse for rerouting existing lift stations and any upsizing
  - Final cost responsibility will be determined following construction
    - Ivory is responsible for costs as if they built infrastructure to only service their project
    - City is responsible for everything else
    - Parties will equally share cost for sewer line easement outside of the project.
  - City plans on imposing a Ground Water Lift Station Utility Fee within the project to cover costs of operation, maintenance, etc.
- Infrastructure Phasing (7.4)
  - Each phase will build appropriate infrastructure to sustain itself without reliance on future phases being built.
- Buffering to Industrial Zone:
  - Parcels E and F ( parcels backing onto Anderson Lane )(7.4.4 and 7.4.5)
    - Eight foot tall wall
    - Triple pane windows facing industrial
  - Parcels G and H (parcels backing onto 500 North)(7.4.6 and 7.4.7)
    - Eight foot tall wall
    - Triple pane windows facing industrial
    - Landscaping along 500 North
    - Units set back 160 feet from existing industrial building on 500 North
- Seller disclosure regarding adjacent zoning and uses given to each buyer and recorded on plats (7.6)

- Impact Fees (9.1)
  - Park impact fees held in escrow until the Regional Park is completed; Developer may draw on escrow to pay for cost of park improvements, fees left over after completion, if any, are release to the developer
  - Sewer, storm water, culinary water, secondary water, public safety, and road impact fees are credited to developer for any “system improvements” No credit given for project improvements
    - Parties must mutually agree that an improvement is a system improvement before credit is given
    - Parties agree at this point only system improvement is the regional park. (9.2)
- Metered Pressure Irrigation system to be provided (9.8)
  - Developer may charge system with culinary water for one irrigation season to measure flows to better design permanent system
  - Before start of second irrigation developer must make hard disconnect from culinary and charge with irrigation water (9.8.2)
- Developer will transfer to City all water share/rights, wells and points of diversion historically used by Anderson on property. If rights transferred are insufficient to meet irrigation needs Developer will provide more. (9.7)

\*Staff and Ivory still reviewing the traffic study. The City has asked Ivory to secure a letter from UDOT indicating that a necessary traffic light at 500 North and Geneva would be possible if it meets warrants. Ivory is currently working to secure such a letter. There may need to be some adjustments to the MDA as relating to roadway locations, widths, and cross sections, if UDOT will not allow a traffic light at this location.

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**WHEN RECORDED, RETURN TO:**

Kirton McConkie  
Attn: Benson Hathaway  
50 E. South Temple  
Salt Lake City, Utah 84111

**MASTER DEVELOPMENT AGREEMENT  
FOR  
ANDERSON FARMS**

THIS MASTER DEVELOPMENT AGREEMENT (MDA) FOR ANDERSON FARMS is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Lindon City, a Utah municipal corporation, and Ivory Development, LLC, a Utah limited liability company.

**RECITALS**

- A. Unless otherwise defined in the body of this MDA, the capitalized terms used in this MDA are defined in Section 1.2 below.
- B. Developer is under contract to purchase the Property.
- C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Property Concept Plan.
- D. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act, and the Zoning Ordinance and to operate to the benefit of the City, Developer, and the general public.
- E. The Council has reviewed this MDA and determined that it is consistent with the Act, the concurrently Amended General Plan, the Zoning Ordinance and the concurrently amended Zoning of the Property.
- F. The parties acknowledge that development of the Property pursuant to this MDA will result in planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and Developer's construction of the Regional Park.
- G. Development of the Property pursuant to this MDA will also result in significant benefits to Developer by allowing higher density development and by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

H. Developer and the City have cooperated in the preparation of this MDA.

I. The parties desire to enter into this MDA to specify the rights and responsibilities of Developer to construct the Regional Park and to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102.

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 City and Developer hereby agree to the following:

## TERMS

### 1. **Incorporation of Recitals and Exhibits/Definitions.**

1.1. **Incorporation.** The foregoing Recitals and the attached Exhibits are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, 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, et seq.

1.2.2. **Attached Single Family Residential Unit** means a residential structure designed to accommodate a single Residential Dwelling Unit and which is built on a separate, identifiable, lot or pad, but which may have common walls and support structures with other single Residential Dwelling Units and which, for the purposes of this MDA, is limited to attached townhomes or condominiums.

1.2.3. **Association Declaration(s)** means a Declaration of Conditions, Covenants, Restrictions and Grant of Easement, a Condominium Declaration, or similar document regarding the governance, operation, and maintenance of common areas within a residential development on portions of the Property that contemplates the operation of an owner’s association or condominium association.

1.2.4. **Building Permit** means a permit issued by the City, pursuant to the City’s Land Development Policies, Standards Specifications and Drawings to allow construction, erection or structural alteration of any building, structure, private or public.

1.2.5. **Buildout** means the completion and City acceptance and approval of the entire Project based on the City Code and the City’s written standards for such, including all infrastructure, residential dwelling units, Trails and Parks on the entire Project.

1.2.6. **City** means the City of Lindon, a Utah municipal corporation.

1.2.7. **City Code** means the municipal code of Lindon City as may be amended from time to time.

1.2.8. **Club Ivory Park** means a private park that is planned and designed by Developer as an amenity to serve a particular Phase or portion of the Property, and which is not a System Improvement pursuant to Utah Code Ann. §11-36a-102.

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Dedicated Parks** means the Regional Park, the Linear Park and the Trails.

1.2.11. **Default** means a material breach of this MDA.

1.2.12. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.13. **Detached Single Family Residential Unit** means a building with a single Residential Dwelling Unit designed and used as the principal residence of a single family on a separately identifiable lot or pad and which is detached from any other Residential Dwelling Unit.

1.2.14. **Developer** means Ivory Development, LLC, a Utah limited liability company, and its respective assignees or transferees as permitted by this MDA.

1.2.15. **Developer's Vested Rights** means Developer's rights to develop the Property and the Project as set forth in this MDA, including, without limitation, the right to develop the Project as set forth in Section 4.2.

1.2.16. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Building Permit, site plan or any other permit, certificate or other authorization from the City required for development of the Project, which application may be modified from time to time so long as such is applicable to all development within the City.

1.2.17. **Effective Date** means the date of the Council's approval of this MDA.

1.2.18. **Homeowner Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.19. **Impact Fees** means payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure, but not including taxes, special assessments, building

permit fees, fees for project improvements, or other reasonable permit or application fees as defined in Utah Code Ann. §§ 11-36a-101, et seq.

1.2.20. **Infrastructure Plan** means the Infrastructure Plan attached hereto and incorporated herein as Exhibit D, including all subparts.

1.2.21. **Interest Rate** means the interest rate of eight percent (8%) per annum.

1.2.22. **Landscaping** means an environmental/esthetic design that includes: (i) living plant materials including, but not limited to grasses, shrubs, ground covers and trees; (ii) non-living materials, including but not limited to sand, bark, gravel, stones, walls, and aesthetic grading or mounding; and (iii) sprinkling systems necessary to maintain living plant material within the design.

1.2.23. **Lindon Sewer Lines** means those sewer lines and associated appurtenances installed in order to direct existing sewer flow to the Sewer/Ground Water Lift Station, as shown on Exhibit D-4, Off-Site Sewer Master Plan.

1.2.24. **Linear Park** means the public Landscaping and Trails that are east of the curb along Anderson Boulevard as shown on the Property Concept Plan and Exhibit J.

1.2.25. **Maximum Residential Units** means the maximum development on the Property identified by unit type as follows: (i) Five hundred (500) Single Family Units (i.e. attached and detached), and (ii) four hundred fifty (450) Multi-Family Units.

1.2.26. **MDA** means this Master Development Agreement including all of its Exhibits, which Exhibits are incorporated herewith.

1.2.27. **Multi-Family Units** means single-level, apartment style, Residential Dwelling Units which are configured or arranged together within a common structure or building. The common structure or building may be a multi-storied building.

1.2.28. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.29. **Off-Site Infrastructure** means those items of public or private infrastructure specified in the Infrastructure Plan necessary for development of the Property such as roads and utilities that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.30. **On-Site Infrastructure** means those items of public or private infrastructure that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application, excluding any Off-Site Infrastructure.

1.2.31. **Outfall Lines** means the new sewer and ground water line(s) into which the Sewer/Ground Water Lift Station discharges, with its associated appurtenances, from the Sewer/Ground Water Lift Station to the downstream end of the new sewer and ground water line(s), which may include both On-Site Infrastructure and Off-Site Infrastructure, as more fully described in Section 7.3.

1.2.32. **Parcel** means contiguous area identified for development of a particular type of intended use (i.e. detached single family residential, single family active adult community, attached single family, and multi-family) that is not an individually developable lot. The proposed layout of the Parcels based on the Property Concept Plan as of the date of this MDA is attached as Exhibit C.

1.2.33. **Park** means Club Ivory Park, the Linear Park and/or the Regional Park.

1.2.34. **Park Escrow Account** means that certain escrow account established by City as more fully set forth in Section 9.1.1.

1.2.35. **Phase** means the development of a portion of the Project in connection with an approved subdivision plat or site plan as contemplated and set forth in this MDA that is developed at the same time, at a point in a logical planning sequence as determined by Developer, upon approval by the City, which shall not be unreasonably withheld.

1.2.36. **Planning Commission** means the City's Planning Commission established by the City Code.

1.2.37. **Project** means the development to be constructed on the Property pursuant to this MDA, with the associated public and private On-Site and Off-Site Infrastructure, intended uses, Densities, Parks, and all of the other aspects approved as part of this MDA including its Exhibits.

1.2.38. **Property** means the approximately 136.67 acres either owned by Developer or under contract for Developer to purchase and which are more fully described in Exhibit A.

1.2.39. **Property Concept Plan** means the concept plan for the Property, a copy of which is attached as Exhibit B.

1.2.40. **PUD** means the proposed planned unit development for the Property.

1.2.41. **Regional Park** means a public park to be constructed by the Developer at its sole expense as shown on Exhibit H and that will support the additional demand created by the Project and also be available to the community at large.

1.2.42. **Reimbursement Agreement** means a reimbursement agreement entered into between the City and Developer and mutually agreed to by the parties pursuant to

the terms and conditions of this MDA and as established by the City Code and which is intended reimburse Developer for costs of construction of infrastructure associated with City's request for oversizing Project improvements.

1.2.43. **Reimbursement Application** means an application to the Council for reimbursement from neighboring and/or adjacent properties for a portion of the cost of constructing public improvements required by the City Code and which is made pursuant to the requirements of Chapter 17.68 of the City Code.

1.2.44. **Residential Dwelling Unit** means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building or condominium equals one Residential Dwelling Unit.

1.2.45. **Sewer/Ground Water Lift Station** means that certain dual lift station to be built to pump effluent or waste water and to pump ground water from the Project with its associated appurtenances and infrastructure, which may include both On-Site Infrastructure and Off-Site Infrastructure, as more fully described in Section 7.3.

1.2.46. **Single Family Unit** means both an Attached Single Family Residential Unit and/or a Detached Single Family Residential Unit, as defined in this MDA, but shall not include a Multi-Family Unit.

1.2.47. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the City Code.

1.2.48. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102(21).

1.2.49. **Trails** means any trails, paths, or walkways for pedestrian and/or bicycle purposes. Trails do not mean sidewalks less than eight (8) feet wide or on-street bicycle facilities.

1.2.50. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA.

2. **Development of the Project; PUD Approval.** Development of the Project shall be in accordance with this MDA and its Exhibits. Developer may file separate applications for final PUD approval in Phases to be developed in accordance with Development Applications. Development Applications will be processed according to City's established land development policies, as may be amended from time to time, but shall be subject to Developer's Vested Rights as set forth herein.

3. **Development of the Property.**

3.1. **Property Concept Plan.** The Property Concept Plan has been approved by the City. The Property shall be developed by Developer in accordance with the Property

Concept Plan. Developer and the City acknowledge and agree that the Property Concept Plan does not (and cannot at this stage of planning) contain all of the detail necessary for construction and installation of the Project. As such, Developer and the City shall cooperate on the approval of future versions and refinements of such plans as long as they are substantially consistent with the Property Concept Plan. In determining whether or not submitted plans are substantially consistent with the Property Concept Plan, Developer shall: (i) be allowed to adjust Density on the Property so long as Developer does not exceed the Maximum Residential Units, (ii) not violate the minimum lot setbacks, minimum lot size, and minimum average lot size as set forth on Exhibit K, and (iii) install On-Site Infrastructure and Off-Site Infrastructure as set forth in this MDA and in an orderly manner to support the Project and avoid over burdening the City's existing infrastructure.

**3.2. Accommodation for Alternative Concept Plan in Response to Changes in Commercial Development.** Developer and City have agreed to move forward with the MDA on the assumption that the anticipated commercial development shown in Exhibit B will be constructed in the future. However, both parties understand and acknowledge that such an assumption is conditioned on the actions of third parties who are not parties to this MDA and that there is a possibility that the commercial development may not proceed as anticipated. The Parties hereby agree to work together in good faith and to take such actions within their power to help facilitate such commercial development. However, in the event that the commercial development does not go forward as anticipated, the Parties agree to work together in good faith to reconfigure the Property Concept Plan so that the property owned by Developer within the area shown as commercial in Exhibit B may be developed for residential uses, which shall be primarily Detached Single Family Units. As an example and included for illustrative purposes only, the Property Concept Plan and Density could be modified on the applicable Parcel as depicted on Exhibit E. In all events, the parties further agree not to reduce minimum side setbacks on any Phase containing Detached Single Family Units to less than six feet (6'). Developer hereby agrees that City is not required to work with Developer to reconfigure the Property Concept Plan as set forth above if Developer sells a portion of the Property for a non-residential or non-commercial use (e.g. school or religious meetinghouse).

**3.3. Development of Property Adjoining Fieldstone Development.** The parties also agree to develop Phases containing Detached Single Family Units on the Property, in the western-most portion of Parcel A, that are directly adjacent to and abutting the existing detached single family housing area known as the Fieldstone Development and which is located to the west the Property.

**3.4. Development of Multi-Family Phases.** The parties contemplate the development of the Multi-Family Units will occur in the later stages of the development of the Property and at this time do not include specific requirements relating to the development of Parcel I. At the time Developer decides to initiate development of Parcel I, the parties agree to work together in good faith to address design and development issues including, but not limited to, architectural standards, setbacks, building heights and minimum building separations, parking and private roadway design and traffic flow, and landscaping. The parties agree to establish such designs and standards so as to develop a high quality apartment complex that is consistent with the overall Project and to incorporate these requirements into the recorded plat(s) for Parcel I. As

an example and included for illustrative purposes only, the multi-family Phases may be developed as depicted on Exhibit F.

4. **Zoning and Vested Rights.**

4.1. **Zoning Classification.** The Project will be zoned as PD Planned Development Zone. Subject to the recitals and terms of this MDA, the zoning classification on the Property shall be a Planned Development (PD) Zone. The project shall be constructed in a manner consistent with the (PD) zone as adopted in the City Code and shall consist of not more than the Maximum Residential Units and in substantial compliance with the Property Concept Plan. According to the City Code Chapter 17.41, the PD Zones are designed “*to provide flexibility in the city’s zoning scheme in order to allow for unique, innovative and well planned developments that would not be possible under one of the city’s existing zoning classifications.*”

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this MDA grants Developer all rights to develop the Project in accordance with the terms and conditions of this MDA. The parties intend that the rights granted to Developer under this MDA are contractual in nature, unless specifically described as rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509. Without limiting Developer’s Vested Rights as otherwise expressly set forth in this MDA, Developer’s Vested Rights shall include the following:

4.2.1. The Project being zoned in the PD Planned Development Zone as such zone is established as of the Effective Date;

4.2.2. At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units subject to Section 4.2.5 below;

4.2.3. The rights-of-way developed within the Project will be only as wide and require the improvements as set forth on the Project Concept Plan;

4.2.4. The cross-sections developed within the Project will be as set forth in the Project Concept Plan;

4.2.5. The minimum lot setbacks, minimum lot size, and minimum average lot size shall be as set forth on Exhibit K. For each lot, there shall be one (1) front yard setback, one (1) rear yard setback, and two (2) side yard setbacks. A side yard setback abutting a road is understood to be a Road Side Setback as referenced in Exhibit K. The front, side, and rear yard setbacks shall be identified for each lot on the recorded plats. In establishing the setbacks for specific lots, the City and Developer will work together to make sure front and side yard setbacks are positioned so as to void issues relating to traffic hazards in ingress and egress to lots and the obstruction of sidewalks by parked vehicles. Examples of how to determine such setbacks on certain potential lots on the Property are depicted on Exhibit K;

4.2.6. The utility and lighting standards for the Project shall be those currently established by the City as of the Effective Date;

4.2.7. During the term of this MDA, the City shall not require Developer to provide additional utility systems capacity to accommodate development of the Project as set forth in the original Project Concept Plan, except for those improvements identified in this MDA; provided, however, that the parties are currently studying groundwater flows and it is understood that the ground water portion of the Sewer/Ground Water lift station, with its associated lines, may need to be adjusted as the volume of groundwater in the Project area is better understood. This statement shall not be construed to prevent the City from collecting impact fees at the time of development of the Project as set forth in this MDA;

4.2.8. The approval process for subdivision plats shall be as follows: (i) Upon receipt of a completed subdivision application from Developer, the City will process the preliminary plan submittal for review by the Planning Commission; (ii) Upon review, the Planning Commission will forward a recommendation regarding the preliminary plans to the City Council, who will take action on the preliminary plan submittal; (iii) The City Council will act as a land-use authority for subdivision plats; (iv) Upon approval of the preliminary plan by the City Council, Developer will submit final plat, final improvement drawings and related items; and (v) the City will review the final plat, final improvement drawings, and related items, and upon submittal of complete, correct, and adequate materials, approve the final plat and final improvement drawings, which will be executed by City staff, with no additional public meetings required in order for the subdivision to be approved and recorded. All Developer submittals shall meet submittal requirements as found in the Lindon City Land Development Policies, Standard Specifications and Drawings at the time of application, unless otherwise specified in this MDA; and

4.2.9. The approval process for any multi-family Phase shall be as follows: (i) Upon receipt of a completed site plan application from Developer, the City will process the preliminary plan submittal for review by the Planning Commission; (ii) Upon review, the Planning Commission will forward a recommendation regarding the preliminary plans to the City Council, who will take action on the preliminary plan submittal; (iii) The City Council will act as a land-use authority for the site plan; (iv) Upon approval of the preliminary plan by the City Council, Developer will submit final site plan and final improvement drawings; and (v) Approval of the final site plan and final improvement drawings will be executed by City staff, with no additional public meetings required in order for the site plan to be approved and City to issue the relevant Building Permit(s). All Developer submittals shall meet submittal requirements as found in the Lindon City Land Development Policies, Standard Specifications and Drawings at the time of application, unless otherwise specified in this MDA.

4.3. **Exceptions to Developer's Vested Rights.** The Developer's Vested Rights shall not apply to any updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, storm water management, or pressurized irrigation requirements found in the Lindon City Land Development Policies, Standard Specifications and Drawings manual, or similar construction or fire 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 required to meet legitimate concerns related to public health, safety or welfare and not arbitrarily imposed.

4.4. **Legislative Action.** Concurrent with processing this MDA and as a material covenant by the City, the City will cause the City's administrative personnel, with reasonable diligence, take or cause to be taken all actions required or advisable to be taken preparatory to, but not including, final legislative action by the Council or the Planning Commission, in connection with:

- (a) any amendments to the City Code, that may be required to effectuate the terms of this MDA through ordinance [i.e. changes to City Code for new PUD ordinance];
- (b) an application adopting the PD Planned Development Zone to the Property; and
- (c) the approval of this MDA.

The City agrees that the Council shall cause to be included on the agenda for a duly scheduled and noticed public meeting, and shall consider for adoption at such meeting, the following ordinances:

- (i) an Ordinance (1) assigning the land use zone PD Planned Development to the Property, and (2) approving the execution and delivery of this MDA (the "**Zoning and Vesting Ordinance**"); and
- (ii) an Ordinance that may be required to effectuate the terms of this MDA (collectively, the "**Code Amendment Ordinance**").

The Zoning and Vesting Ordinance and the Code Amendment Ordinance are referred to collectively as the "**Ordinances**").

4.5. **Term of Agreement.** The term of this MDA shall expire upon Buildout or twenty (20) years from the date that the first plat for the first Phase of the Project is given preliminary approval by the City Council, whichever occurs first. Developer must submit a preliminary plat for approval to the City within at least 18 months from the date of entering into this MDA or the MDA will expire automatically at that time. The term of this MDA may be modified upon mutual agreement in writing by the parties. The vested rights granted under this MDA shall expire upon the termination of this Agreement for any portion of the Property which has not been included in a plat which has been given preliminary approval prior to the termination of the Agreement.

## 5. Approval Processes for Development Applications.

5.1. **Phasing.** The City acknowledges that Developer and assignees of Developer who have purchased portions of the Property may submit a single or multiple Development Applications from time to time to develop and/or construct all or portions of the

Project in one or multiple Phases. Developer may sequence the Phases on the Property in Developer's discretion so long as such is done in consultation with the City and is done in an orderly manner to support the development of Project infrastructure and so as not to over burden the City's existing infrastructure. In addition, Developer shall proceed with at least three (3) total Phases consisting of Single Family Units, before Developer proceeds to develop a Phase consisting of Multi-Family Units.

5.2. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications and subject to the Developer's Vested Rights.

5.3. **City Denial of Developer Application.** If the City denies a Development Application, the City shall: (i) provide a written determination advising Developer of the reasons for denial, including specific reasons why the City believes the Development Application is not consistent with this MDA, the PUD and/or Developer's Vested Rights, (ii) engage in a "Meet and Confer" process with Developer within fifteen (15) days of any such denial to resolve the issues specified in the written determination described above, and, if such issues are not resolved, (iii) engage in a mediation process with Developer. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (15) days of the "Meeting and Confer". If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties.

## 6. **Dedication and Development.**

6.1. **Dedication/Conveyance of Parks.** Developer agrees to donate to the City the Regional Park with the improvements as shown in Exhibit H , and the Linear Park with the improvements as shown in Exhibit J, and the Trails with the required landscaping as shown on Exhibit B. Trees as depicted in Exhibit J will be installed in 30 foot intervals on center, and sized at a minimum of a two inch (2") caliper when planted. Developer agrees to cover all costs and expenses in developing the Dedicated Parks. The City and Developer hereby expressly acknowledge and agree that the donation of the Dedicated Parks constitutes a legal exaction as allowed by § 10-9a-508 of the Utah Code in that (i) there is an essential link between Developer's donation of such areas and improvements and the City's public purpose of developing public spaces, and (ii) this donated acreage and park improvements of the Dedicated Parks are roughly proportionate, both in nature and extent, to the level of service for parks and trails currently enjoyed by the residents of Lindon, and to the impact created by the Project. In light of such donation the City agrees to waive its park impact fee as set forth in Section 9.1.1 of this MDA.

6.1.1. **Timing of Regional Park Improvements.** The improvements for the Regional Park shall be completed by Developer and accepted by the City prior to Developer's

receipt of building permits for sixty percent (60%) of the total Maximum Residential Units for single family use.

6.1.2. Timing of Linear Park Improvements. The improvements for the Linear Park shall be completed and accepted by the City at such time as set forth in Section 7.4.

6.2. **Maintenance of Parks Trails, and Landscaping.** The City shall maintain the Regional Park, the Trails, sidewalks, streets, storm water detention ponds and other infrastructure and improvements and landscaping in the Regional Park. The Homeowner Association shall be responsible for maintaining all other landscaping throughout the Project. The City and Homeowner Association will enter into a landscape maintenance easement agreement regarding Homeowner Association's obligations, in the form attached hereto as Exhibit I, which the parties shall execute within thirty (30) days of the City's acceptance of such improvements, and such landscape maintenance obligations shall be an ongoing obligation of the owners of the Property even if the Homeowner Association is terminated in the future. Landscaping for the multi-family portion of the Property identified as Parcel I will be owned and maintained by the owner of such portion of the Property.

6.3. **Dedication of Roads.** Developer will dedicate all road rights-of-way to the City at the time of recording the final plat for each Phase. After the City has accepted the improvements based on the City's written standards for such, and under Developer's Vested Rights, the City shall be solely responsible for maintaining all rights-of-way and related improvements except for the roads within Parcel C, the Attached Single Family Unit portion of the Property, which will not be dedicated to the City, but will be owned and maintained by the Homeowner Association, and Parcel I, the multi-family portion of the property, which will be owned and maintained by the owner of such property, as well as those portions of the property set forth above in Section 6.2. The City shall retain the right to enter the private roads in Parcels C and I to maintain and repair City utility infrastructure within the private roadways. However, in the event that is necessary for the City to cut or disrupt the road surface to perform such maintenance or repairs, the City shall be responsible to restore the road surface to the same condition it was in prior to making the repairs. This Subsection shall not be interpreted to either expand or limit the Parties' obligations to maintain Landscaping as set forth in Section 6.2.

7. **Public Improvements.** Developer and City will be responsible to pay for On-Site Infrastructure and Off-Site Infrastructure as described in this MDA. Notwithstanding the foregoing, Developer does not waive any rights to obtain reimbursement pursuant to the City's Code and policies as may be amended from time to time.

7.1. **On-Site Infrastructure.** Developer shall design and construct or cause to be constructed and installed all portions of the On-Site Infrastructure pursuant to any Development Application approvals, and shall be entitled to reimbursement for "upsizing" and additional infrastructure as described in this MDA.

7.2. **Off-Site Infrastructure.** Developer shall not be responsible to complete or pay for any Off-Site Infrastructure except as shown on the Infrastructure Plan, and shall be entitled to reimbursement for "upsizing" and additional infrastructure as described in this MDA.

7.3. **Sewer/Ground Water Lift Station.** Construction of the Sewer/Ground Water Lift Station and all associated pipelines shall include the following:

7.3.1. Developer agrees to construct the Sewer/Ground Water Lift Station and all associated pipelines.

7.3.2. Developer will procure a contractor for the Sewer/Ground Water Lift Station. During construction of the Sewer/Ground Water Lift Station the City shall have authority of the owner established by the EJCDC Standard General Conditions of the Construction Contract; J-U-B Engineers shall have the authority of the Engineer in said document and shall perform construction observation.

7.3.3. Developer will procure a contractor for the Outfall Lines and Lindon Sewer Lines. Developer will oversee construction of them, and City will inspect construction of them, as is done with other public infrastructure associated with land developments in the City.

7.3.4. After construction of the Sewer/Ground Water Lift Station and Outfall Lines, the City and Developer shall mutually determine what the cost would have been if they were constructed to only service the Property. Notwithstanding anything in Section 7.3 to the contrary, this portion of the cost is the Developer's responsibility and the remainder cost is the City's responsibility (including, without limitation, (i) the additional costs associated with "upsizing" any of lines, pipes, pumps, stubs, or other infrastructure to the size requested by the City, (ii) all costs associated with modifying the existing sewer system to divert flow from the existing sewer lift station on Center Street and the existing sewer lift station on 1400 West and convey it to the Sewer/Ground Water Lift Station (including, without limitation, all related design and construction engineering costs), and (iii) City's proportionate share of design and construction engineering costs for both the Sewer Lift Station and the Outfall Lines based on City's overall percentage as the construction costs described above). After determining the City's responsibility for costs, the City shall move as quickly as reasonably possible to pay its portion of the costs and to reimburse the Developer. The City anticipates it may be necessary to bond to meet its responsibilities pursuant to this MDA and shall be given reasonable time as necessary to complete such bonding. The City agrees to act with all reasonable diligence in its funding.

7.3.5. The City and Developer hereby agree to cooperate and make best efforts to complete the acquisition of all necessary rights-of-way or easements to complete the Sewer/Ground Water Lift Station, Outfall Lines and Lindon Sewer Lines. The parties will share equally in the cost of acquiring the necessary rights-of-way and/or easements.

7.3.6. Developer hereby agrees to arrange for necessary access and fire protection to the Sewer/Ground Water Lift Station at the time construction commences.

7.3.7. The Parties understand and agree that the City intends to impose a special utility fee on Residential Dwelling Units within the Project that are benefited by the ground water portion of the Sewer/Ground Water Lift Station to pay for the operation, maintenance, and repairs of the ground water portion of the Sewer/Ground Water Lift Station. The Parties agree that imposing such a special utility fee upon the Residential Units in the

Project does not constitute an illegal exaction, but is reasonable and proportionate to the burden put on the City to maintain this infrastructure which is needed to develop the Property. The City agrees that the rate of the special utility fee shall be set so as to only raise revenue sufficient to operate, maintain, and repair the ground water portion of the Sewer/Ground Water Lift Station.

7.4. **Phasing of Infrastructure.** Developer shall install the infrastructure required by the Lindon City Land Development Policies, Standard Specifications and Drawings, and relevant Exhibits within this MDA, for each Phase. Additionally, each Phase or any portion thereof that requires such infrastructure will include the following additions and/or exceptions. The additions and/or exceptions shall be completed in a reasonable manner and order which will be reviewed and agreed upon by the parties as each Phase within the given Parcel is developed and platted. Each Development Application shall include sufficient infrastructure improvements in order for the subdivision or site to not be dependent upon a later phase and/or plat. The parties understand and agree that no more than one hundred fifty (150) units can discharge into the existing sewer, and also agree that all infrastructure constructed for these units shall be constructed so that upon completion of the Sewer/Ground Water Lift Station, these units can and will be made to discharge into the lift station and with its associated lines.

7.4.1. Parcel A, as shown on Exhibit C:

(a) Recording of the first plat will require the following concurrent improvements:

(i) Anderson Blvd. from 700 North to the 500 North connection including all curb and gutter and improvements and Landscaping within the right of way identified as the “North Anderson Blvd Improvements” on Exhibit J;

(ii) The connection from 500 North to Anderson Blvd. as shown in Exhibit J;

(iii) Full northern round-about improvements, including landscaping, will be completed;

(iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(v) Pressure irrigation system, including source, for the Project and a connection to the existing City system.

(b) Staging area for the Anderson Farm equipment cannot impede construction of street improvements and utility infrastructure.

(c) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online.

Sewer connection in 500 North is only temporary until future lift station is online.

7.4.2. Parcel B, as shown on Exhibit C:

(a) Recording of the first plat will require the following concurrent improvements:

(i) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(ii) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed.

(iii) The Sewer/Ground Water Lift Station will be built with the associated Off-Site Improvements;

(b) Development of more than fifty percent (50%) of this Parcel will require the following concurrent improvements:

(i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the “Initial Anderson Blvd Improvements” on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.; and

(ii) The 1700 West connector will be completed from the southern round-about to 1700 West.

7.4.3. Parcel C, as shown on Exhibit C:

(a) Recording of the first plat will require the following concurrent improvements:

(i) The Sewer/Ground Water Lift Station will be built with the associated Off-Site Improvements;

(ii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel;

(iii) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed; and

(iv) Fencing, piping or other safety precautions for Proctor Ditch, as required during subdivision approval process.

(b) Development of more than twenty-five percent (25%) of this Parcel will require the following concurrent improvements:

(i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the “Initial Anderson Blvd Improvements” on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;

(ii) The 1700 West connector will be completed from the southern round-about to 1700 West; and

(iii) The Landscaping and sidewalk on the south side of the southern-most curb on the 1700 West connector will be constructed from the southern round-about to 1700 West.

7.4.4. Parcel F, as shown on Exhibit C:

(a) Recording of the first plat will require the following concurrent improvements:

(i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the “Initial Anderson Blvd Improvements” on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;

(ii) Sewer/Ground Water Lift Station to be built with the associated Off-Site Improvements;

(iii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that serves this Parcel; and

(iv) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed.

- (b) It will include the masonry wall dividing the project from the industrial area to the East.
- (c) Development of more than fifty percent (50%) of this Parcel will require the 1700 West connector be completed from the southern round-about to 1700 West.
- (d) It will include curb and gutter on the west side of Anderson Lane.
- (e) It will include at least grading and asphalt improvements sufficient to accommodate future industrial traffic along Anderson Lane as shown in Exhibit J.
- (f) This Phase will include an eight foot (8') tall wall/fence along the rear yard of any Residential Dwelling Unit located on the east side of this Parcel adjacent to Anderson Lane right-of-way.
- (h) For all Residential Dwelling Units which back onto the Anderson Lane right-of-way, all windows facing the Anderson Lane right-of-way shall be installed with triple pane glass.

7.4.5. Parcel E, as shown on Exhibit C:

- (a) Recording of the first plat will require the following concurrent improvements:
  - (i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the "Initial Anderson Blvd Improvements" on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;
  - (ii) The landscaping and sidewalk on the south side of the southern-most curb on the 1700 West connector will be constructed to and from the southern round-about to 1700 West;
  - (iii) The Sewer/Ground Water Lift Station will be built with the associated Off-Site Improvements;
  - (iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(v) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed.

(b) It will include the masonry wall dividing the project from the industrial area to the east and south.

(c) It will include curb and gutter on the west side of Anderson Lane.

(d) It will include grading and slag/asphalt improvements along Anderson Lane.

(e) Sewer stub and easement to Anderson Lane.

(f) Storm water stub and easement to Anderson Lane.

(g) This Phase will include an eight foot (8') tall wall/fence along the rear yard of any Residential Dwelling Unit located on the east side of this Parcel adjacent to Anderson Lane right-of-way.

(h) For all Residential Dwelling Units which back onto the Anderson Lane right-of-way, all windows facing the Anderson Lane right-of-way shall be installed with triple pane glass.

7.4.6. Parcel G, as shown on Exhibit C:

(a) Recording of this plat will require the following concurrent improvements:

(i) Anderson Blvd. will be completed from 700 North to the 500 North connection including all improvements and Landscaping within the right of way;

(ii) The connection from 500 North to Anderson Blvd.;

(iii) Full northern round-about improvements, including Landscaping;

(iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(v) Pressure irrigation system including source for the Project and a connection to the existing City system.

(b) It will also include the Trails and Landscaping connecting 500 North to Anderson Blvd.

(c) Piping of the ditch along the Trail in order to construct the Trail.

(d) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online. Sewer connection in 500 North is only temporary until future lift station is online.

(e) All improvements on 500 North as shown on Exhibit J adjacent to the subdivision.

(f) This Phase will include the following improvements and restrictions along the south side of this Parcel adjacent to 500 North right-of-way:

(i) Eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit;

(ii) Trees and other landscaping between the eight foot (8') tall wall/fence and the 500 North right-of-way road improvements; and

(iii) All Residential Dwelling Units will be set back at least One Hundred and Sixty feet (160') from the current industrial building located on the property south of the 500 North right-of-way.

(iv) For all Residential Dwelling Units which back onto the 500 North right-of-way, all windows facing the 500 North right-of-way shall be installed with triple pane glass.

7.4.7. Parcel H, as shown on Exhibit C:

(a) Recording of this plat will require the following concurrent improvements:

(i) Anderson Blvd be completed from 700 North to the 500 North connection including all improvements and Landscaping within the right of way;

(ii) Full northern round-about improvements, including Landscaping;

(iii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(iv) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed.

(b) This Phase will include full road improvements on that portion of the 1200 West connector that lies to the east of Parcel H necessary to connect to 500 North. It will also include the Trails and Landscaping connecting 500 North to Anderson Blvd.; and

(c) All improvements on 500 North as shown in Exhibit J adjacent to the subdivision; and

(d) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online. Sewer connection in 500 North is only temporary until future lift station is online.

(e) This Phase will include the following improvements and restrictions along the south side of this Parcel adjacent to 500 North right-of-way:

(i) Eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit;

(ii) Trees and other landscaping between the eight foot (8') tall wall/fence and the 500 North right-of-way road improvements; and

(iii) All Residential Dwelling Units will be set back at least one hundred and sixty feet (160') from the current industrial building located on the property south of the 500 North right-of-way.

(iv) For all Residential Dwelling Units which back onto the 500 North right-of-way, all windows facing the 500 North right-of-way shall be installed with triple pane glass.

7.4.8.Parcel I, as shown on Exhibit C:

(a) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel. ;

- (b) Pressure irrigation system including source for the Project and a connection to the existing City system, will be completed; and
- (c) This Phase will include all the remaining road improvements for the 1200 West connector out to 700 North.
- (d) All improvements on 500 North as shown in Exhibit J adjacent to the subdivision.
- (e) The Sewer/Ground Water Lift Station will be built with the associated Off-Site Improvements;

**7.5. Reimbursement Application and Infrastructure Improvements by Other Property Owners.** The Project's infrastructure is only for the benefit of the Property. The parties hereby agree to utilize the provisions of Chapter 17.68 of the City Code to put adjacent property owners wishing to connect on to the Project's infrastructure, which includes the Off-Site Infrastructure, on notice of reimbursements due from them to the City and subsequently to Developer according to Chapter 17.68 of the Code. The City shall record all approved assessments against adjacent properties. In addition, the City shall ensure that such adjacent owners which may be required to finish any portion of Anderson Blvd. be required to develop such portion of the boulevard according to the road and Landscaping designs agreed upon in this MDA and shown in Exhibit G.

**7.6. Disclosures of Adjacent Property Uses.** Developer shall give actual notice to any potential purchasers of a lot on the Property and record on any plat within the Property the following information: "This Property is located in the vicinity of an established industrial area and it can be anticipated that all lawful activities, including operation of machines, noises, dust, odors, hours of operations, etc. that are commonly associated with industrial, as well as mixed commercial, agricultural, and other non-residential uses that may currently be found in the area, will be allowed to continue in a reasonable fashion consistent with the City's zoning standards."

**7.7. Construction of Anderson Blvd from 500 North to 700 North.** The parties anticipate that the construction of road rights-of-way as set forth in the phasing requirements of Section 7.4 will allow for the adequate flow of traffic throughout the progression of development of the Project. However, the parties agree that if building permits for sixty percent (60%) of the lots shown on Exhibit B have been issued by the City and Anderson Blvd from 500 North to 700 North (known as North Anderson Blvd) has not yet been substantially constructed and is not functional, the Developer will construct North Anderson Blvd from 500 North to 700 North and will install all improvements identified for North Anderson Blvd in Exhibit J. The Parties agree that until this portion of Anderson Blvd is substantially completed and functional, the City will not issue a building permit for any lot that would exceed sixty percent (60%) of the lots shown on Exhibit B.

8. **CC&Rs and Association Declarations.** Portions of the Property shall be subject to certain conditions, covenants and restrictions. In addition to such conditions, covenants and restrictions, each residential community may be governed by different Association Declarations. If Association Declarations are filed against any community within the Project, the Homeowners Association(s), if any, associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes specified in the Association Declarations without any requirement of approval of such amendments by the City.

9. **Payment of Fees.**

9.1. **Application of and Credits Towards Impact Fees and Assessments.** Developer shall be entitled to a credit against the Impact Fees as more fully set forth below.

9.1.1. **Park Impact Fees.** The City shall not charge Developer Park Impact Fees based on Developer's dedication and construction of the Regional Park and its associated improvements as more fully set forth in this MDA. To ensure that the Regional Park's improvements are completed, beginning on the first Phase of the Project and continuing until Developer has completed the Regional Park's improvements, Developer shall pay the City an amount equal to the then-current park impact fees upon platting each lot within the Project that the City will hold in the Park Escrow Account. Developer can draw on the Park Escrow Account to pay for construction of the Regional Park's improvements. If Developer fails to complete the Regional Park's improvements prior to expiration of the term of this MDA, then (i) Developer shall be deemed to release any right to all remaining funds in the Park Escrow Account and (ii) the City shall transfer all remaining funds in the Park Escrow Account into the City's general park impact fee fund. In the event there are funds remaining in the Park Escrow Account after all improvements in the Regional Park are completed and accepted by the City, all remaining funds shall be returned to the Developer. The parties acknowledge that the escrow fund contemplated in this subsection is intended only to provide collateral for the City to ensure the completion of the Regional Park's improvements and that it does not replace or amend the Developer's obligation to complete the Regional Park with its improvements at the Developer's sole costs and expense. The parties further understand and agree that the balance of the fund shall not be deemed or considered as evidence to be used to establish the value of either the burden or benefit of parks and facilities contemplated by the development, as there are numerous factors outside of the City's current Park Impact Fees that the parties have taken into consideration in entering into this MDA and reaffirm their understanding and agreement that there is an essential link between the City's interest in developing open space for the public and that the benefit provided to the City is roughly proportionate, both in nature and extent to the burden created by the Project .

9.1.2. **Sewer Impact Fees.** Developer shall be entitled to a dollar for dollar credit against Sewer Impact Fees upon platting each lot within the Project for Developer's costs to construct any Sewer-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.3. **Storm Water Impact Fees.** Developer shall be entitled to a dollar for dollar credit against Storm Water Impact Fees upon platting each lot within the Project for

Developer's costs to construct any storm water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.4. Culinary Water Impact Fees. Developer shall be entitled to a dollar for dollar credit against Culinary Water Impact Fees upon platting each lot within the Project for Developer's costs to construct any culinary water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.5. Secondary Water Impact Fees. Developer shall be entitled to a dollar for dollar credit against Secondary Water Impact Fees upon platting each lot within the Project for Developer's costs to construct any secondary water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.6. Public Safety Impact Fees. Developer shall be entitled to a dollar for dollar credit against Public Safety Impact Fees upon platting each lot within the Project for Developer's costs to construct any public safety-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.7. Road Impact Fees. Developer shall be entitled to a dollar for dollar credit against Road Impact Fees upon platting each lot within the Project for Developer's costs to construct any road-related infrastructure which the parties mutually agree constitutes System Improvements. In addition, City will accept Road Impact Fee credits from Developer's predecessor in interest to the Property, if such are assigned to Developer.

9.1.8. Any credit allowed under subsections 9.1.2 through 9.1.7 will be apportioned and applied equally over all lots that have yet to have a building permit issued at the time the credit is granted. The credit will be applied against the pro rata portion of the specific type of impact fee for which the credit was granted. For example, if the Developer is given a \$1000.00 credit for work performed for on sewer System Improvements and at the time there are 100 lots remaining without building permits, each remaining lot will be given a \$10.00 credit against the Sewer Impact Fee. In calculating the pro rata credit to be applied to each lot, units for multi-family apartments to be developed in Parcel I shall not be included, unless the System Improvement for which the credit is granted is constructed solely to facilitate the development of Parcel I.

9.1.9. Assessment Areas. Certain Portions of the Property are subject to special assessments previously established by the City. Developer acknowledges that it is aware of these Assessment Areas and agrees to pay such assessments.

9.2. **System Improvements in Infrastructure Plan.** The parties agree that under the current Infrastructure Plan, the only System Improvement contemplated is the Regional Park and its associated improvements. All other improvements contained and identified in the Infrastructure Plan constitute project improvements as defined in Utah Code Ann. §11-36a-102(14).

9.3. **Stubbing Utilities, Certain Road Improvements and Backbone Utility Lines.** The following improvements will not be reimbursed by City: (i) Stubbing utilities to

adjacent properties under a road constructed as part of the Project, so that future cuts in the road are not necessary, (ii) one-half (1/2) of road improvements bordering adjacent properties not owned by Developer, and (iii) utility backbone lines that will service adjacent properties not owned by Developer. However, the improvements set forth in the preceding sentence will be the subject of a reimbursement agreement whereby the Developer might collect reimbursement from a future property owner as set forth in Section 7.5.

9.4. **Reimbursement for “Upsizing”.** In addition to the credits set forth above in Section 9.1, the City shall not require Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required or not necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the City are made to compensate Developer for the costs associated with upsizing the improvements. In the event any Off-Site Infrastructure or On-Site Infrastructure designed, constructed, or developed by Developer are oversized for the benefit of any property other than the Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements pursuant to the terms of a Reimbursement Agreement and within ninety (90) days of submitting an invoice for such work to the City.

9.5. **Lindon City Fee Schedule.** Except as set forth above in this Section 9, Developer shall pay on its due date all other established City fees as set forth on the then-current Lindon City Fee Schedule.

9.6. **Greenbelt Taxes.** Developer shall bear all costs of any applicable Utah County greenbelt rollback taxes for any portion of the Property dedicated to the City, including, without limitation, the Dedicated Parks or roads.

9.7. **Water.** As development of the Project occurs, Developer shall transfer to the City such water rights/shares appurtenant to the Property, including, without limitation, such water rights/shares, wells and points of diversion as have historically been used on the Property and those previously documented by the previous property owner and the City. City shall then work with the Utah State Engineer and make necessary application to determine whether the annual quantity or rate of flow of such transferred irrigation water rights are acceptable and whether such water rights may be diverted to City-owned wells or other secondary water facilities. If the Utah State Engineer determines that the irrigation water rights/shares from Developer are insufficient to meet the City’s applicable irrigation water requirements for any Phase, the City may request that Developer provide additional irrigation water rights/shares to satisfy the City’s requirements; provided, however, Developer shall not be required to provide additional water rights or shares for any irrigation water that City changes to culinary water use within the City.

9.8. **Pressurized Irrigation System.** Developer shall construct a pressure irrigation system including source for the Project and a connection to the existing City system. The Developer will be allowed to charge the pressurized irrigation system with culinary water from the City’s system for one (1) irrigation season. Due to the unique characteristics of the pressure irrigation system in the Project, users may be subject to a different rate structure than in the rest of Lindon.

9.8.1. The pressurized irrigation system installed shall be a metered system with Developer installing meters on each Single Family Unit.

9.8.2. If Developer charges the pressurized irrigation system with the City's culinary water, it shall make a hard physical disconnection from the City's culinary system before connecting to and charging the pressurized irrigation system with irrigation water to eliminate any possibility of cross contamination of the City's culinary water system.

10. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, police, fire and other emergency services.

11. **Future Property Which May be Included in this MDA.** If Developer acquires any additional adjacent property that is not within the Property then such future property may be added to this MDA upon approval by the Council. In such an event, those elements and approvals pertaining to the future property will be consistent with those associated with the Property.

12. **City Code and Policies.** All provisions of the City Code and the City's Land Development Policies shall govern the Project unless otherwise specifically modified in this MDA.

13. **Default.**

13.1. **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.

13.2. **Contents of the Notice of Default.** The Notice of Default shall:

- (a) **Claim of Default.** Specify the claimed event of Default;
- (b) **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
- (c) **Specify Materiality.** Identify why the Default is claimed to be material; and
- (d) **Optional Proposed Cure.** If the City or Developer chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days in duration.

13.3. **Meet and Confer, Mediation.** Upon the issuance of a Notice of Default, the parties shall engage in the "Meet and Confer". If the issue is not resolved during the "Meet and Confer" process, the parties shall engage in a mediation process as set forth above in Section 5.3.

13.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by mediation then the parties may have the following remedies:

13.4.1. Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages; provided, however, Developer shall not pursue an action for monetary damages, except under the following circumstances: (i) any default by the City for non-payment of funds by the City, (ii) any default arising from fraud, bad faith, or gross negligence by the City, and/or (iii) any default arising from the City where specific performance is unavailable as a remedy.

13.4.2. Self-help. In the event of a default by the City, to the extent possible, Developer shall perform the City’s obligations, constructed to industry standard. In such an event, the City shall reimburse Developer for the costs incurred associated with the performance of the City’s obligations within thirty (30) days after written demand. If the City fails to reimburse Developer within such thirty (30) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the City to Developer is not paid within ninety (90) days after such amount is due, Developer shall have the right to exercise any remedies available under this MDA, at law or in equity against the City and/or obtain reimbursement through a Reimbursement Agreement.

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

13.4.4. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

13.5. **Public Meeting.** Before any remedy in this Section 13 may be imposed by the City the party against which the Default is alleged shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

13.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a default materially impairing and creating a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of this Section 13 without the requirements set forth above in this Section 13. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and Developer shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

13.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

13.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

14. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To Developer:**

Ivory Development, LLC  
Attn: Ken Watson  
978 Woodoak Lane  
Salt Lake City, Utah 84117

Kirton McConkie  
Attn: Ben Hathaway and Tyler Buswell  
50 E. South Temple  
Salt Lake City, Utah 84111

**To the City:**

City of Lindon  
Attn: Adam Cowie  
100 North State Street  
Lindon, Utah 84042

Hansen, Wright, Eddy & Haws  
Attn: Brian Haws  
233 S. Pleasant Grove Blvd., Suite 202  
Pleasant Grove, Utah 84062

Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice, (ii) its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice, or (iii) on the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

15. **Estoppel Certificate.** Upon ten (10) calendar days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that Developer, as the case may be, at that time is not in default of the terms of this MDA.

16. **Attorneys' Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

17. **Entire Agreement.** This MDA (including all Exhibits attached hereto) is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

18. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

19. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA 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 for the dedicated public improvement shall be the City's.

20. **Assignability.** The rights, responsibilities, benefits, obligations, and burdens of Developer under this MDA may be assigned in whole or in part by Developer upon providing the City prior written notice. Developer may not assign any portion of this MDA without first securing and providing to the City an express written acceptance by the assignee of all obligations and burdens which have been, or may hereafter be, created under this MDA, including the acceptance of all real, personal, tangible and intangible burdens and obligations.

20.1. **Certain Sales not an Assignment.** Developer's selling or conveying lots in any approved Subdivision to users shall not be deemed to be an "assignment" subject to the above-referenced notice to the City unless specifically designated as such an assignment by Developer.

20.2. **Related Party Transfer.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced conditions unless specifically designated as such an assignment by Developer. 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.

20.3. **Notice.** 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. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

20.4. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities as it relates to any Phase within the Property then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

20.5. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

21. **Binding Effect.** If Developer sells or conveys portions of the Property as permitted in Section 20, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. The City agrees that this MDA is a contract and contains contractual obligations of the City, and is fully enforceable and binding upon the City.

22. **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.

23. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect; provided, however, if any of the City's representations, covenants, agreements, or obligations are invalidated, Developer shall have the right, in its sole and absolute discretion, to terminate this MDA and/or pursue any remedies available under this MDA.

24. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which 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 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.

25. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be Adam Cowie and the initial representative for Developer shall be Ken Watson. 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 MDA and the development of the Project.

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

28. **Applicable Law.** This MDA is entered into in the City of Lindon, Utah County, 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.

29. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

30. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

31. **Authority/Approval by Resolution.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. \_\_\_\_\_ adopted by the City on \_\_\_\_\_, 2016.

32. **Effectiveness of MDA.** This MDA shall be effective as of the Effective Date.

[Signatures and Acknowledgements to Follow]

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

DEVELOPER:

CITY:

Ivory Development, LLC,  
a Utah limited liability company

City of Lindon,  
a Utah municipal corporation

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY ACKNOWLEDGMENT

STATE OF UTAH            )  
  :ss.  
COUNTY OF UTAH        )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the Mayor of City of Lindon, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Ivory Development, 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.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER'S CONSENT

Boyd Anderson & Sons Company, a Utah corporation, as the owner of record of a portion of the real property described in Exhibit A, consents to the recording of this MDA against the Property, understanding that this MDA will run with the land according to the terms and provisions set forth in this MDA.

Boyd Anderson & Sons Company,  
a Utah corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )

:ss.

COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Boyd Anderson & Sons Company, a Utah corporation, 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.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER'S CONSENT

J. Kent Anderson and Janet Anderson Trust, as the owner of record of a portion of the real property described in Exhibit A, consents to the recording of this MDA against the Property, understanding that this MDA will run with the land according to the terms and provisions set forth in this MDA.

J. KENT ANDERSON AND JANET  
ANDERSON TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Acknowledgements to Follow]

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

\_\_\_\_\_  
NOTARY PUBLIC

## TABLE OF EXHIBITS

Exhibit “A”:	Legal Description of Property
Exhibit “B”:	Property Concept Plan
Exhibit “C”:	Proposed Layout of Parcels
Exhibit “D”:	Infrastructure Plan
Exhibit “E”:	Example of Modified Property Concept Plan
Exhibit “F”:	Example of Multi-Family Phase Development
Exhibit “G”:	Anderson Blvd. Completion Requirements
Exhibit “H”:	Depiction of Regional Park
Exhibit “I”:	Form of Landscape Maintenance Easement Agreement
Exhibit “J”	Street Cross Sections
Exhibit “K”	Minimum Lot Sizes and Lot Setbacks

**Exhibit “A”**

[Legal Description of Property]

**Exhibit “B”**

[Property Concept Plan]

**Exhibit “C”**

[Proposed Layout of Parcels]

**Exhibit “D”**  
[Infrastructure Plan]

**Exhibit “E”**

[Example of Modified Property Concept Plan]

**Exhibit ‘F’**

[Example of Multi-Family Phase Development]

**Exhibit “G”**

[Anderson Blvd. Completion Requirements]

**Exhibit “H”**

[Depiction of Regional Park]

**Exhibit "I"**

[Form of Landscape Maintenance Easement Agreement]

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Space above for Recorder's use only

**LANDSCAPE MAINTENANCE EASEMENT AGREEMENT**

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between LINDON CITY, a Utah municipal corporation ( "Grantor"), whose address is 100 North State Street, Lindon, Utah 84042, and \_\_\_\_\_, a Utah nonprofit corporation, whose address is \_\_\_\_\_, Lindon, Utah \_\_\_\_\_ ("Grantee").

**RECITALS**

A. Grantor is the owner of certain real property located in Lindon City, Utah County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee and its members are the owners of certain real property located near or adjacent to the Grantor Property.

C. Grantee desires to obtain a perpetual, non-exclusive easement (the "Easement") on, over and across a portion of the Grantor Property, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more particularly described in this Agreement.

D. Grantor is willing to convey the Easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee a non-exclusive, perpetual easement on, over and across the Easement Area for the purposes of maintaining the existing landscaping, including grass, trees and shrubs located on the Easement Area in good order and condition. In addition, Grantor hereby conveys to Grantee the non-exclusive right to enter upon the Grantor's Property to access the Easement Area.

2. **Obstruction Restrictions on the Easement Area.** Grantor agrees not to obstruct Grantee's use of the Easement Area as granted in this Agreement.

3. **Maintenance of Landscaping within Easement Area.** Grantee, agrees to maintain and provide upkeep for all existing landscaping in the Easement Area and to ensure that landscaping is kept in good condition and repair and is free of weeds. Maintenance shall include mowing and edging of grass, pruning and trimming of trees and shrubs, weeding, and providing water and fertilization so as to keep living material in a healthy condition. Maintenance shall also include the upkeep of non-living materials such sand, bark, gravel, stones, and aesthetic grading or mounding in good condition and repairing and replacing such materials as may be needed. Likewise, Grantee agrees to maintain and repair all irrigation systems within the Easement Area so as to be in good working order and so as not to allow brakes or leaks that may result in waste of water.

4. **Compliance with Regulations.** Grantee shall comply with all applicable laws and regulations.

5. **Miscellaneous.**

5.1 **Definition of Landscaping.** Landscaping means an environmental/esthetic design that includes: (i) living plant materials including but not limited to grasses, shrubs, ground covers and trees; (ii) non-living materials, including but not limited to sand, bark, gravel, stones, walls, and aesthetic grading or mounding; and (iii) sprinkling systems necessary to maintain living plant material within the design.

5.2 **Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5.3 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

5.4 **Attorneys Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court.

**5.5 Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements to Follow]

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

**Grantor:**

CITY OF LINDON,  
a Utah municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Grantee:**

\_\_\_\_\_,  
a Utah nonprofit corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Acknowledgements and Exhibits to be Attached]

**Exhibit “J”**  
[Street Cross Sections]

**Exhibit “K”**

[Minimum Lot Sizes and Lot Setbacks]

## ANDERSON ALTA DESCRIPTIONS

### PARCEL "A"

A portion of Sections 29, 30, 31 & 32, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at the Northeast corner of Plat "A", Creekside Village Subdivision, said point being S0°10'09"E 2272.61 feet and East 527.03 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along the south line of that real property described in deed 2661:1996 in the office of the Utah County Recorder the following three (3) courses: N88°07'40"E 45.00 feet; thence N88°23'43"E 491.43 feet; thence N87°56'18"E 2187.55 feet; thence S32°23'59"E 35.75 feet; thence N82°11'23"E 10.00 feet to the west line of the Union Pacific Railroad; thence S7°48'37"E along said railroad line 842.95 feet to the north line of Anderson Lane Right-of-way; thence along said line the following three (3) courses: S85°39'02"W 815.81 feet; thence S85°43'34"W 913.44 feet; thence S85°43'34"W 120.62 feet; thence S1°20'20"W 41.60 feet; thence S86°13'15"W 767.01 feet; thence S0°30'45"E 653.00 feet; thence S88°24'45"E 742.22 feet; thence S25°34'00"W along the real property described in deed Entry No. 25833:1986 in the office of the Utah County Recorder 341.14 feet; thence S0°26'26"W 1289.08 feet; thence N89°45'20"W along the north line of 180 North Street 1162.91 feet to the easterly line of Interstate 15; thence N49°51'55"W along said line 1073.64 feet; thence N1°13'21"E along the real property described in deed Entry No. 130706:2002 in the office of the Utah County Recorder 395.53 feet to the southeast corner of Plat "A", Goodfellow Corporation Subdivision; thence N2°38'11"W along the east line of said subdivision 360.77 feet to the southerly line of Plat "A", Creekside Village Subdivision; thence along said subdivision line the following four (4) courses: N89°56'29"E 75.15 feet; thence along the arc of a 573.00 foot radius non-tangent curve (radius bears: N75°41'24"E) to the right 143.11 feet through a central angle of 14°18'36" (chord: N7°09'18"W 142.74 feet); thence North 147.31 feet; thence N87°01'18"E 19.03 feet; thence along the south line and extension thereof of Plat "A", Creekside Retirement Subdivision the following five (5) courses: N87°56'36"E 306.66 feet; thence N87°31'17"E 235.88 feet; thence N87°39'04"E 273.44 feet; thence N88°53'51"E 74.33 feet; thence N0°15'51"E 2.18 feet; thence along the south & east lines of Plat "A", Newbury Business Park the following two (2) courses: N88°02'37"E 193.20 feet; thence N0°13'52"W 504.48 feet; thence along the easterly line of Plat "A" Creekside Village Subdivision the following three (3) courses: N84°33'03"E 2.01 feet; thence N2°42'51"E 30.90 feet; thence N0°51'46"W 950.52 feet to the point of beginning.

Contains: ±135.12 Acres

**PARCEL "B"**

**Central Access Road (1400 West) across Commercial Property**

A portion of Section 29, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the south line of that real property described in Deed Entry No. 2661:1996 in the official records of Utah County, said point being located S0°10'09"E 2238.38 feet and East 1591.05 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence N0°59'39"W 485.61 feet to the south line of 700 North Street; thence N88°54'21"E along said south line 85.00 feet; thence S0°59'39"E 484.18 feet to the south line of said real property; thence S87°56'18"W 85.01 feet to the point of beginning.

Contains: ±0.95 Acres

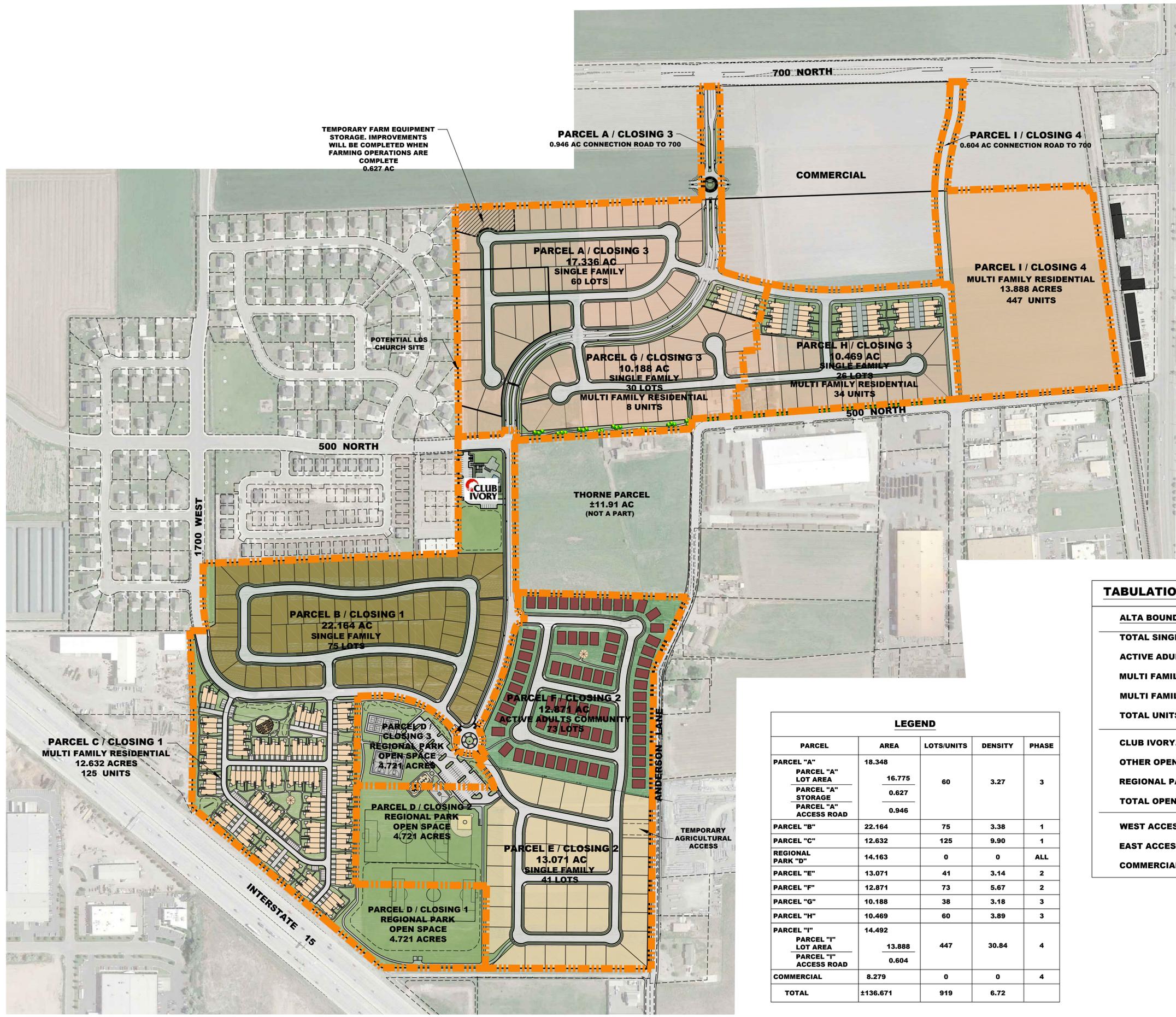
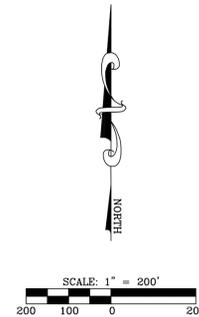
**PARCEL "C"**

**East Access Road (1200 West) across Commercial Property**

A portion of Section 29, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the south line of that real property described in Deed Entry No. 2661:1996 in the official records of Utah County, said point being located S0°10'09"E 2202.20 feet and East 2596.21 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 1030.00 foot radius non-tangent curve (radius bears: S88°48'45"E) to the right 301.31 feet through a central angle of 16°45'40" (chord: N9°34'05"E 300.24 feet); thence along the arc of a 272.50 foot radius curve to the left 71.54 feet through a central angle of 15°02'34" (chord: N10°25'38"E 71.34 feet); thence N2°54'21"E 94.89 feet; thence N42°05'39"W 11.94 feet to the south line of 700 North Street; thence along said south line the following two (2) courses: N88°54'21"E 71.00 feet; thence along the arc of a 1799.00 foot radius curve to the right 6.46 feet through a central angle of 0°12'21" (chord: N89°00'32"E 6.46 feet); thence S47°54'21"W 19.57 feet; thence S2°54'21"W 94.89 feet; thence along the arc of a 327.50 foot radius curve to the right 85.98 feet through a central angle of 15°02'34" (chord: S10°25'38"W 85.74 feet); thence along the arc of a 975.00 foot radius curve to the left 282.10 feet through a central angle of 16°34'40" (chord: S9°39'35"W 281.12 feet) to the south line of said real property; thence S87°56'18"W along said line 55.09 feet to the point of beginning.

Contains: ±0.60 Acres



**TABULATIONS**

ALTA BOUNDARY AREA .....	136.671
TOTAL SINGLE FAMILY LOTS .....	232 LOTS
ACTIVE ADULTS COMMUNITY.....	73 UNITS
MULTI FAMILY TOWNHOMES.....	167 UNITS
MULTI FAMILY UNITS .....	447 UNITS
TOTAL UNITS .....	919 UNITS
CLUB IVORY.....	1.50 ACRES
OTHER OPEN SPACE.....	1.33 ACRES
REGIONAL PARK.....	14.01 ACRES
TOTAL OPEN SPACE.....	16.84 ACRES
WEST ACCESS TO 700 NORTH.....	0.946 ACRES
EAST ACCESS TO 700 NORTH.....	0.604 ACRES
COMMERCIAL (IVORY PORTION).....	8.279 ACRES

**LEGEND**

PARCEL	AREA	LOTS/UNITS	DENSITY	PHASE
PARCEL "A"	18.348			
PARCEL "A" LOT AREA	16.775	60	3.27	3
PARCEL "A" STORAGE	0.627			
PARCEL "A" ACCESS ROAD	0.946			
PARCEL "B"	22.164	75	3.38	1
PARCEL "C"	12.632	125	9.90	1
REGIONAL PARK "D"	14.163	0	0	ALL
PARCEL "E"	13.071	41	3.14	2
PARCEL "F"	12.871	73	5.67	2
PARCEL "G"	10.188	38	3.18	3
PARCEL "H"	10.469	60	3.89	3
PARCEL "I"	14.492			
PARCEL "I" LOT AREA	13.888	447	30.84	4
PARCEL "I" ACCESS ROAD	0.604			
COMMERCIAL	8.279	0	0	4
<b>TOTAL</b>	<b>±136.671</b>	<b>919</b>	<b>6.72</b>	

**ANDERSON FARMS**  
 LONDON, UTAH

**EXHIBIT B - DESCRIPTION OF THE PROPERTY & PHASES**

REVISIONS

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LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016  
 EXHIBIT



3340 NORTH CENTER STREET  
 LEHI, UT. 84043  
 (801) 407-6800



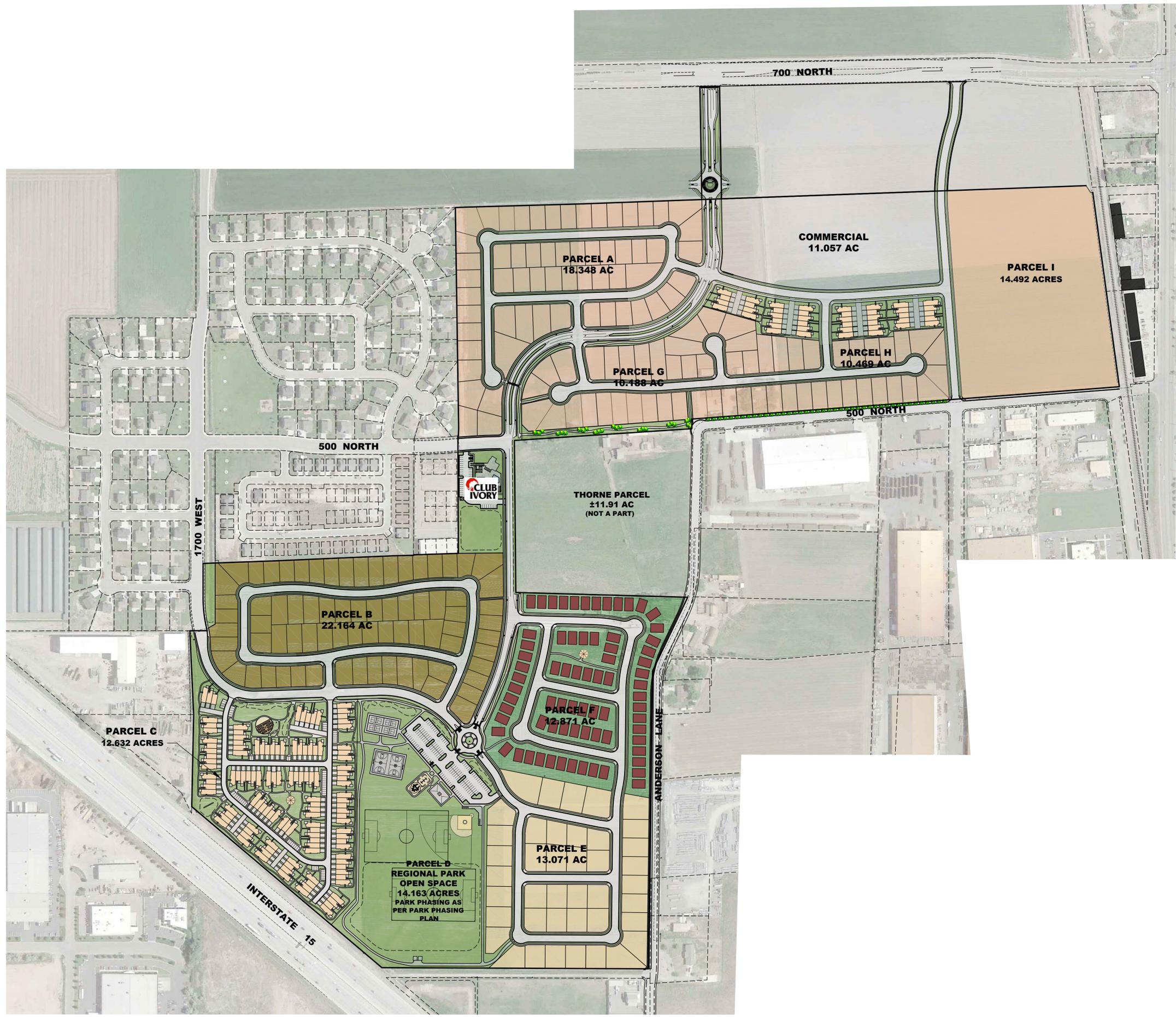
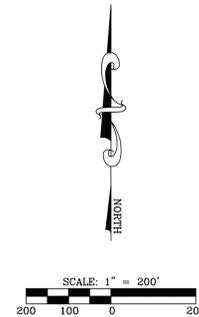
- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



ANDERSON FARMS  
LONDON, UTAH

EXHIBIT C - PROPOSED LAYOUT OF PARCELS

NO.	REVISIONS
1	
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LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016

EXHIBIT C



3340 NORTH CENTER STREET  
LEHI, UT. 84043  
(801) 407-6800



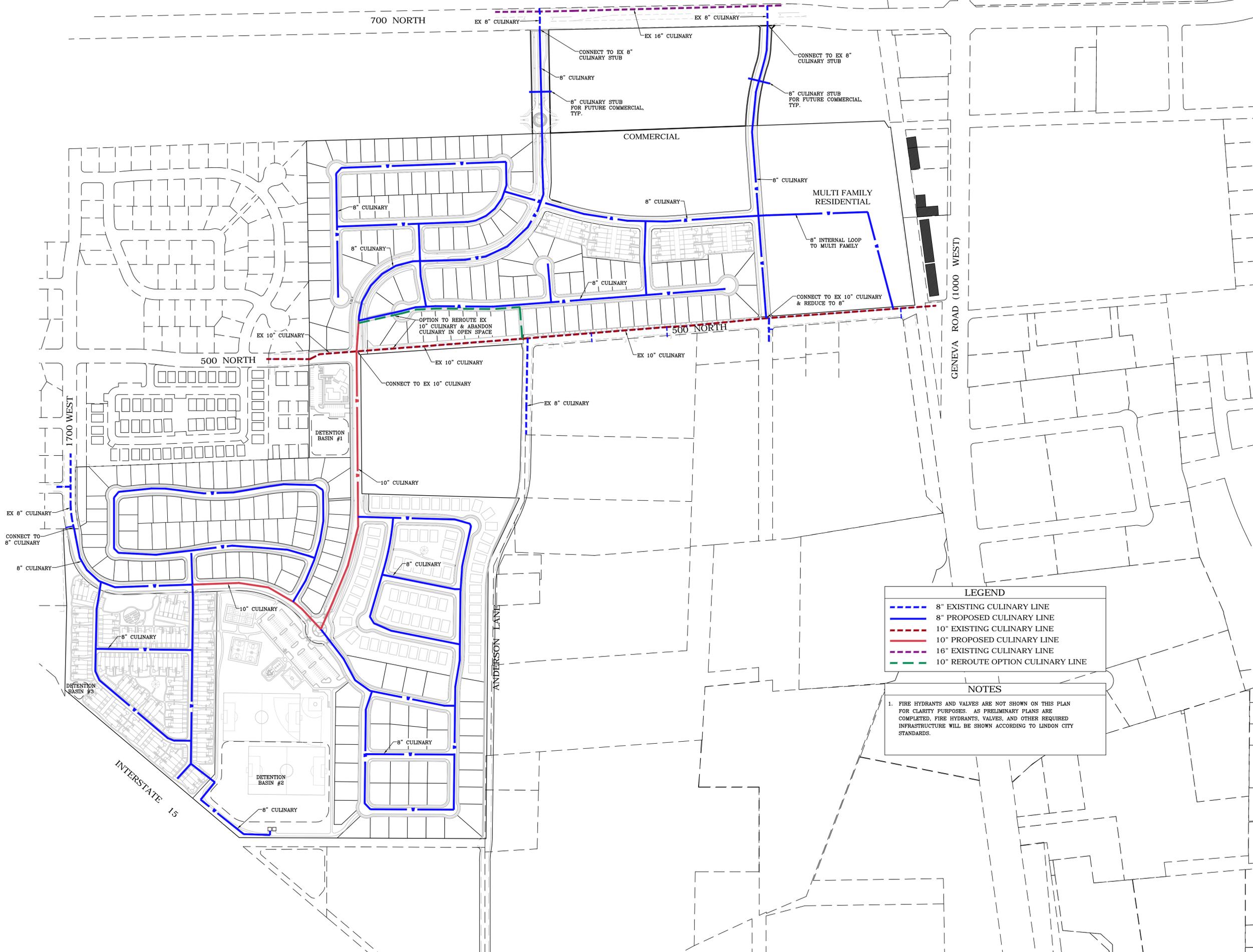
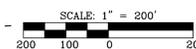
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Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**LEGEND**

	8" EXISTING CULINARY LINE
	8" PROPOSED CULINARY LINE
	10" EXISTING CULINARY LINE
	10" PROPOSED CULINARY LINE
	16" EXISTING CULINARY LINE
	10" REROUTE OPTION CULINARY LINE

**NOTES**

1. FIRE HYDRANTS AND VALVES ARE NOT SHOWN ON THIS PLAN FOR CLARITY PURPOSES. AS PRELIMINARY PLANS ARE COMPLETED, FIRE HYDRANTS, VALVES, AND OTHER REQUIRED INFRASTRUCTURE WILL BE SHOWN ACCORDING TO LINDON CITY STANDARDS.

ANDERSON FARMS  
LINDON, UTAH

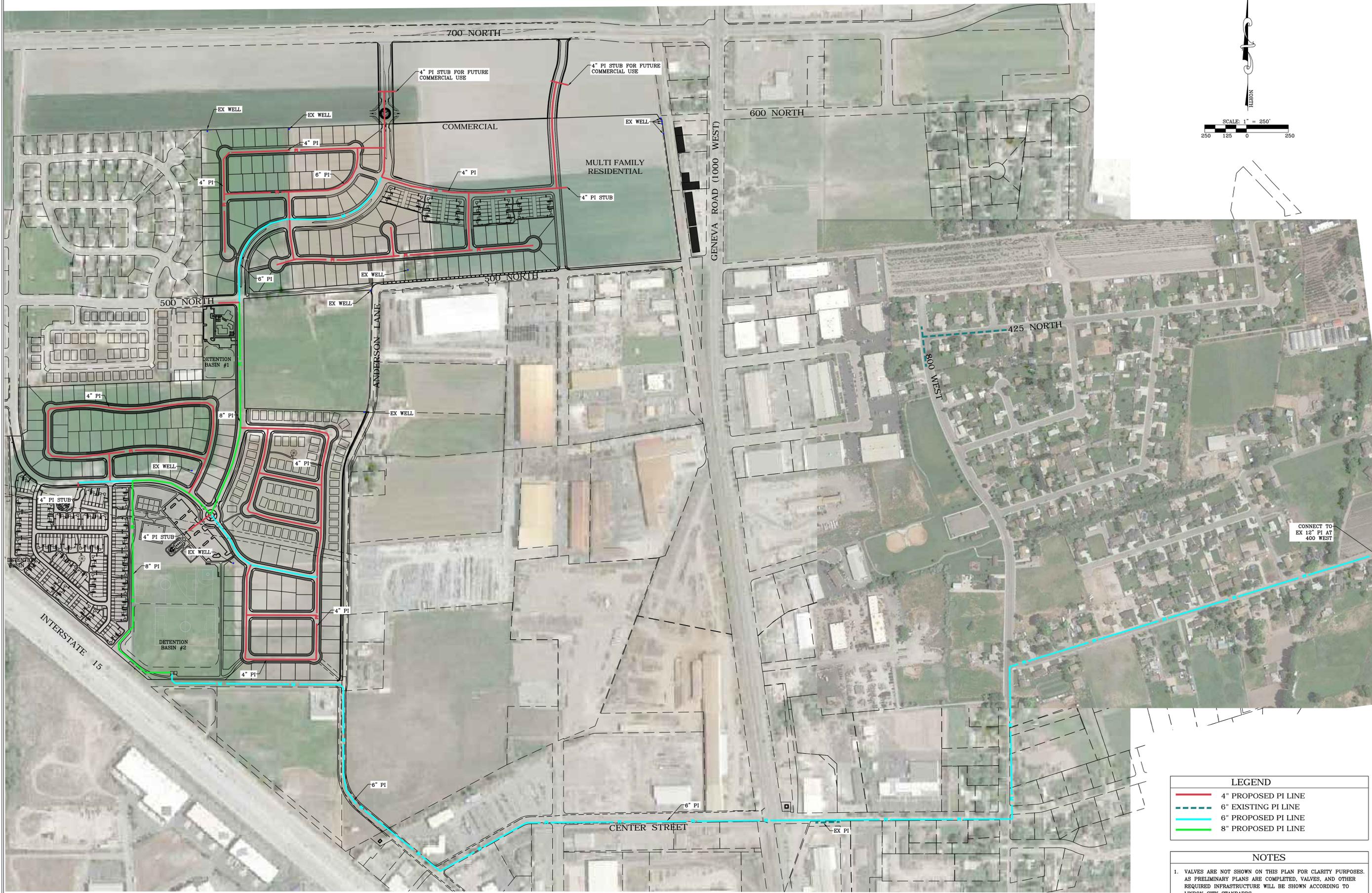
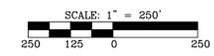
EXHIBIT D-1, INFRASTRUCTURE PLAN  
CULINARY MASTER PLAN

**REVISIONS**

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LEI PROJECT #: 2013-1845  
DRAWN BY: BLS  
CHECKED BY: GDM  
SCALE: 1" = 200'  
DATE: 1/27/2016

EXHIBIT  
**D-1**



**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-2, INFRASTRUCTURE PLAN**  
**PRESSURE IRRIGATION MASTER PLAN**

REVISIONS
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LEI PROJECT #:  
**2013-1845**  
 DRAWN BY:  
**BLS**  
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**GDM**  
 SCALE:  
**1" = 200'**  
 DATE:  
**1/27/2016**

**EXHIBIT**  
**D-2**

LEGEND	
	4" PROPOSED PI LINE
	6" EXISTING PI LINE
	6" PROPOSED PI LINE
	8" PROPOSED PI LINE

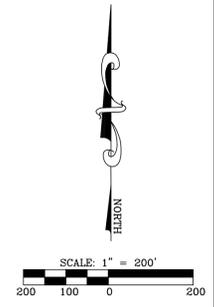
- NOTES**
1. VALVES ARE NOT SHOWN ON THIS PLAN FOR CLARITY PURPOSES. AS PRELIMINARY PLANS ARE COMPLETED, VALVES, AND OTHER REQUIRED INFRASTRUCTURE WILL BE SHOWN ACCORDING TO LINDON CITY STANDARDS.
  2. EXISTING IRRIGATION WELLS TO BE ABANDONED PER DEVELOPMENT PHASING.
  3. OFFSITE PI CONNECTION TO BE COMPLETED ACCORDING TO SCHEDULE WITHIN MASTER DEVELOPMENT AGREEMENT.

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**SURVEYORS**  
**PLANNERS**

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 Spanish Fork, UT 84660  
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 office@lei-eng.com  
 www.lei-eng.com



**LEGEND**

	8" SEWER LINE (0.34% MIN.)
	10" SEWER LINE (0.25% MIN.)
	12" SEWER LINE (0.20% MIN.)
	15" SEWER LINE (0.15% MIN.)
	8" PRESSURE SEWER LINE

**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-3, INFRASTRUCTURE PLAN**  
**SEWER MASTER PLAN**

**REVISIONS**

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LEI PROJECT #:  
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**1/27/2016**

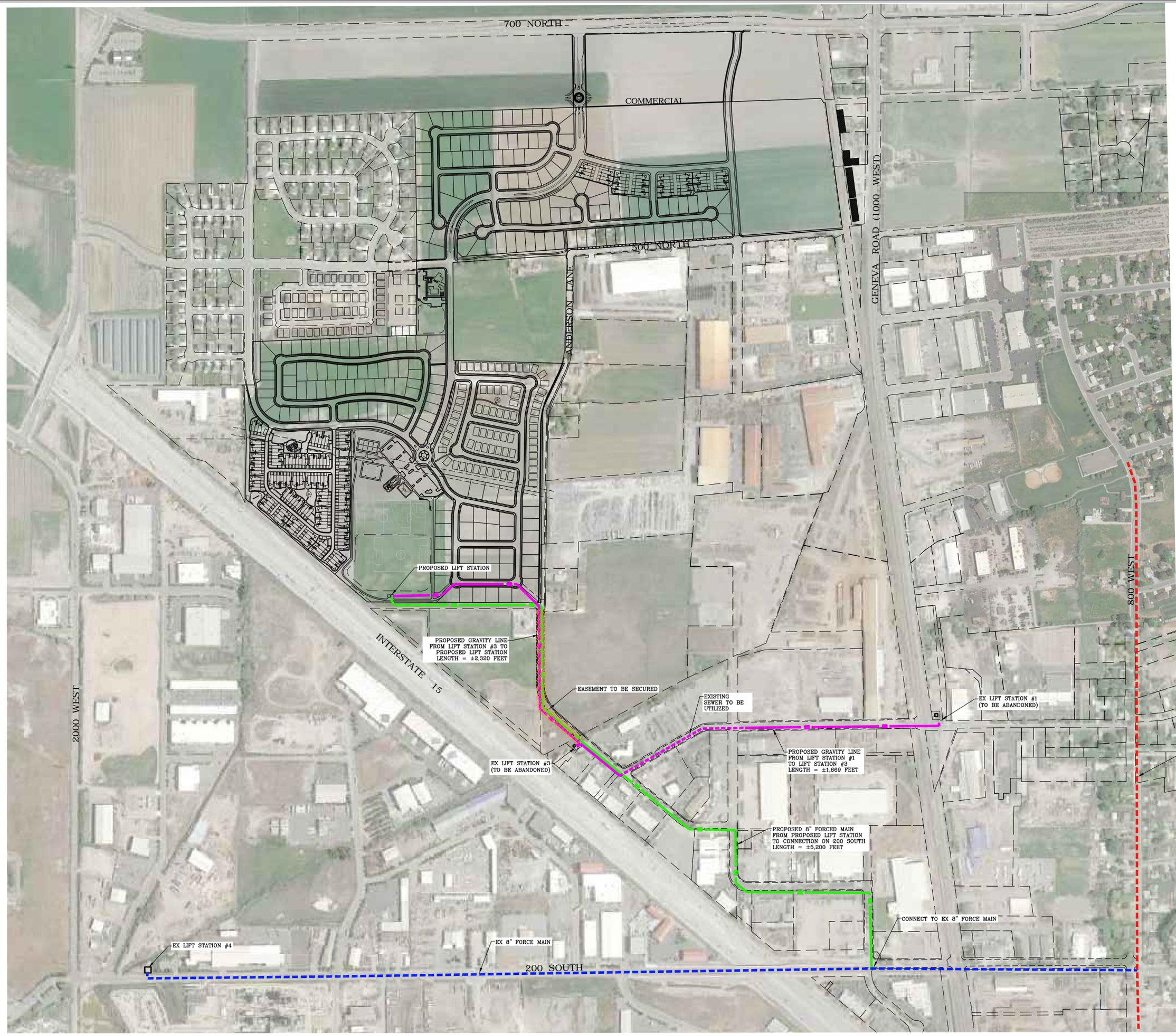
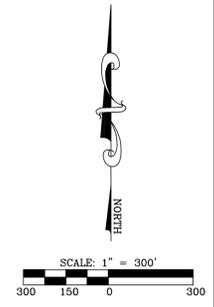
**EXHIBIT**  
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**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-4, INFRASTRUCTURE PLAN**  
**OFF-SITE SEWER MASTER PLAN**

**LEGEND**

	EX. 8" PRESSURE SEWER LINE
	8" PRESSURE SEWER LINE
	EX. 18" GRAVITY SEWER LINE
	EX. GRAVITY SEWER LINE
	PROPOSED GRAVITY SEWER LINE (SIZE TO BE DETERMINED)

**REVISIONS**

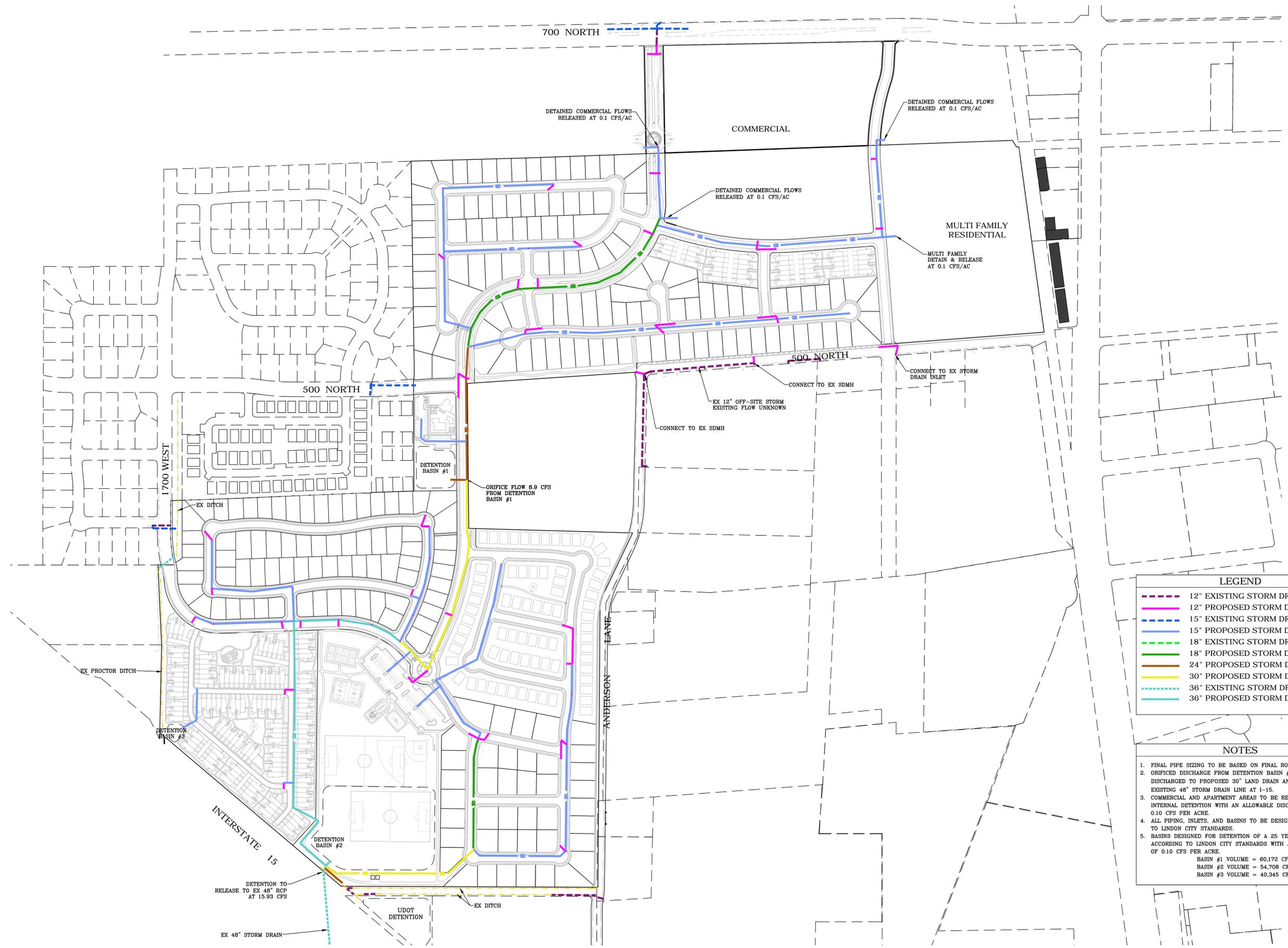
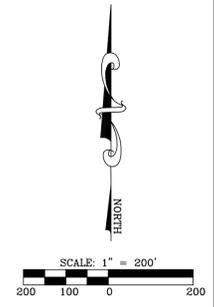
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 (801) 407-6800

LEI PROJECT #:  
**2013-1845**  
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**BLS**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**1" = 300'**  
 DATE:  
**1/27/2016**

**EXHIBIT**  
**D-4**



**LEGEND**

	12" EXISTING STORM DRAIN LINE
	12" PROPOSED STORM DRAIN LINE
	15" EXISTING STORM DRAIN LINE
	15" PROPOSED STORM DRAIN LINE
	18" EXISTING STORM DRAIN LINE
	18" PROPOSED STORM DRAIN LINE
	24" PROPOSED STORM DRAIN LINE
	30" PROPOSED STORM DRAIN LINE
	36" EXISTING STORM DRAIN LINE
	36" PROPOSED STORM DRAIN LINE

- NOTES**
1. FINAL PIPE SIZING TO BE BASED ON FINAL ROAD GRADES.
  2. ORIFICE DISCHARGE FROM DETENTION BASIN #1 TO BE DISCHARGED TO PROPOSED 30" LAND DRAIN AND CONVEYED TO EXISTING 48" STORM DRAIN LINE AT 1-15.
  3. COMMERCIAL AND APARTMENT AREAS TO BE RESPONSIBLE FOR INTERNAL DETENTION WITH AN ALLOWABLE DISCHARGE RATE OF 0.10 CFS PER ACRE.
  4. ALL PIPING, INLETS, AND BASINS TO BE DESIGNED ACCORDING TO LINDON CITY STANDARDS.
  5. BASINS DESIGNED FOR DETENTION OF A 25 YEAR STORM ACCORDING TO LINDON CITY STANDARDS WITH A RELEASE RATE OF 0.10 CFS PER ACRE.  
 BASIN #1 VOLUME = 60,172 CF  
 BASIN #2 VOLUME = 54,708 CF  
 BASIN #3 VOLUME = 40,345 CF

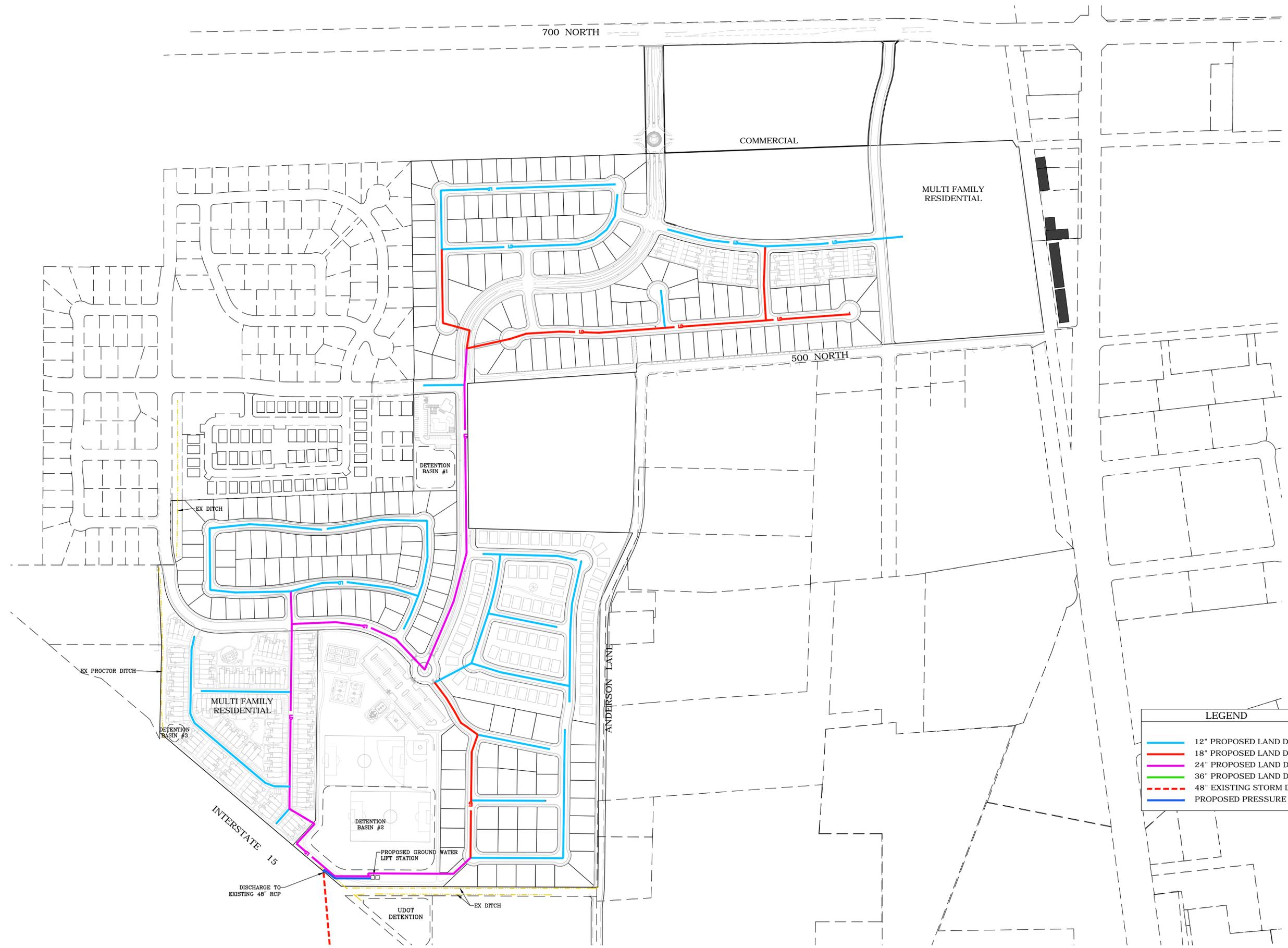
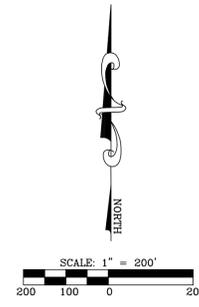
**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-5, INFRASTRUCTURE PLAN**  
**STORM DRAIN MASTER PLAN**

**REVISIONS**

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LEI PROJECT #:  
**2013-1845**  
 DRAWN BY:  
**BLS**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**1" = 200'**  
 DATE:  
**1/27/2016**

**EXHIBIT**  
**D-5**



**LEGEND**

	12" PROPOSED LAND DRAIN LINE
	18" PROPOSED LAND DRAIN LINE
	24" PROPOSED LAND DRAIN LINE
	36" PROPOSED LAND DRAIN LINE
	48" EXISTING STORM DRAIN LINE
	PROPOSED PRESSURE LAND DRAIN LINE

**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-6, INFRASTRUCTURE PLAN**  
**LAND DRAIN MASTER PLAN**

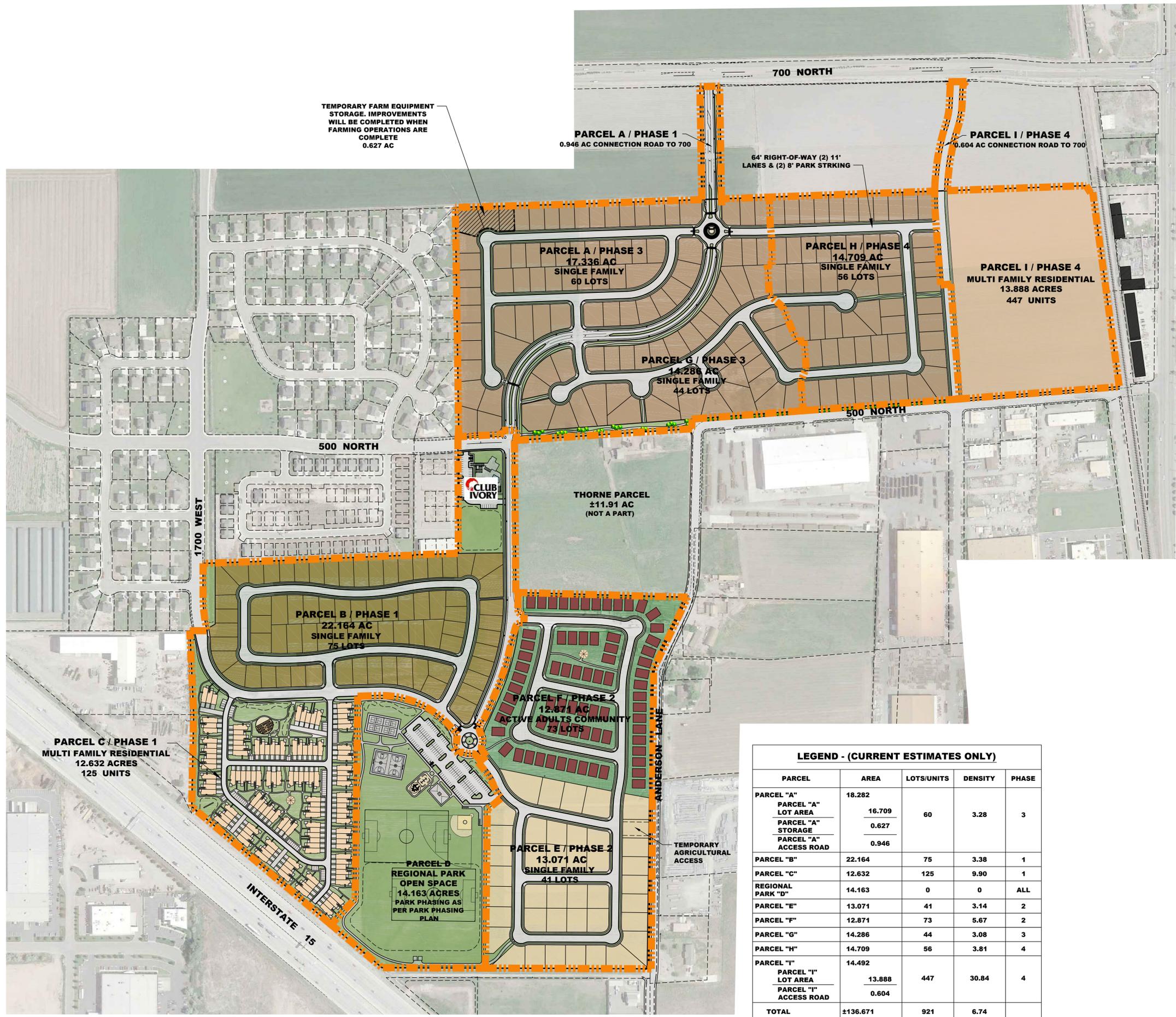
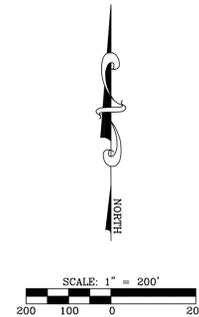
**REVISIONS**

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LEI PROJECT #: 2013-1845  
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 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016

**EXHIBIT**  
**D-6**

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**LEGEND - (CURRENT ESTIMATES ONLY)**

PARCEL	AREA	LOTS/UNITS	DENSITY	PHASE
PARCEL "A"	18.282			
PARCEL "A" LOT AREA	16.709	60	3.28	3
PARCEL "A" STORAGE	0.627			
PARCEL "A" ACCESS ROAD	0.946			
PARCEL "B"	22.164	75	3.38	1
PARCEL "C"	12.632	125	9.90	1
REGIONAL PARK "D"	14.163	0	0	ALL
PARCEL "E"	13.071	41	3.14	2
PARCEL "F"	12.871	73	5.67	2
PARCEL "G"	14.286	44	3.08	3
PARCEL "H"	14.709	56	3.81	4
PARCEL "I"	14.492			
PARCEL "I" LOT AREA	13.888	447	30.84	4
PARCEL "I" ACCESS ROAD	0.604			
<b>TOTAL</b>	<b>±136.671</b>	<b>921</b>	<b>6.74</b>	

**IVORY HOMES**  
 3340 NORTH CENTER STREET  
 LEHI, UT. 84043  
 (801) 407-6800

**ANDERSON FARMS**  
 LONDON, UTAH  
**EXHIBIT E - EXAMPLE OF MODIFIED CONCEPT PLAN**

REVISIONS

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LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016

EXHIBIT **E**

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ANDERSON FARMS - NORTH SITE PLAN



**SITE PLAN - NORTH PARCEL**

SCALE: 1" = 50'-0"

**SCHEME 447**

**PARKING TABULATION:**

apartments	447 units
1.8 / unit	= 805 stalls req'd.
<b>PARKING PROVIDED:</b>	
• surface:	570 stalls
• garages:	241 stalls
<b>total parking:</b>	<b>811 stalls</b>
<b>ratio:</b>	<b>1.82 stalls / unit</b>

**DENSITY TABULATION:**

site area	13.26 acres
no. of units:	447 units
density:	33.7 units / acre

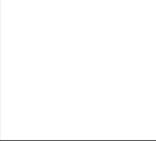
THIS DOCUMENT IS CONFIDENTIAL AND FOR ICO COMPANIES USE ONLY

SITE PLAN - NORTH PARCEL  
SCHEME 447  
SCALE: 1" = 50'-0"

PROJECT/OWNER

ANDERSEN FARM  
LINDON, UTAH  
XX  
LINDON, UT  
ICO DEVELOPMENT

ARCHITECT



architecture  
2033 dan drive  
layton, utah 84040  
(801) 593-9338 FAX  
(801) 593-9328



REVISION DATE

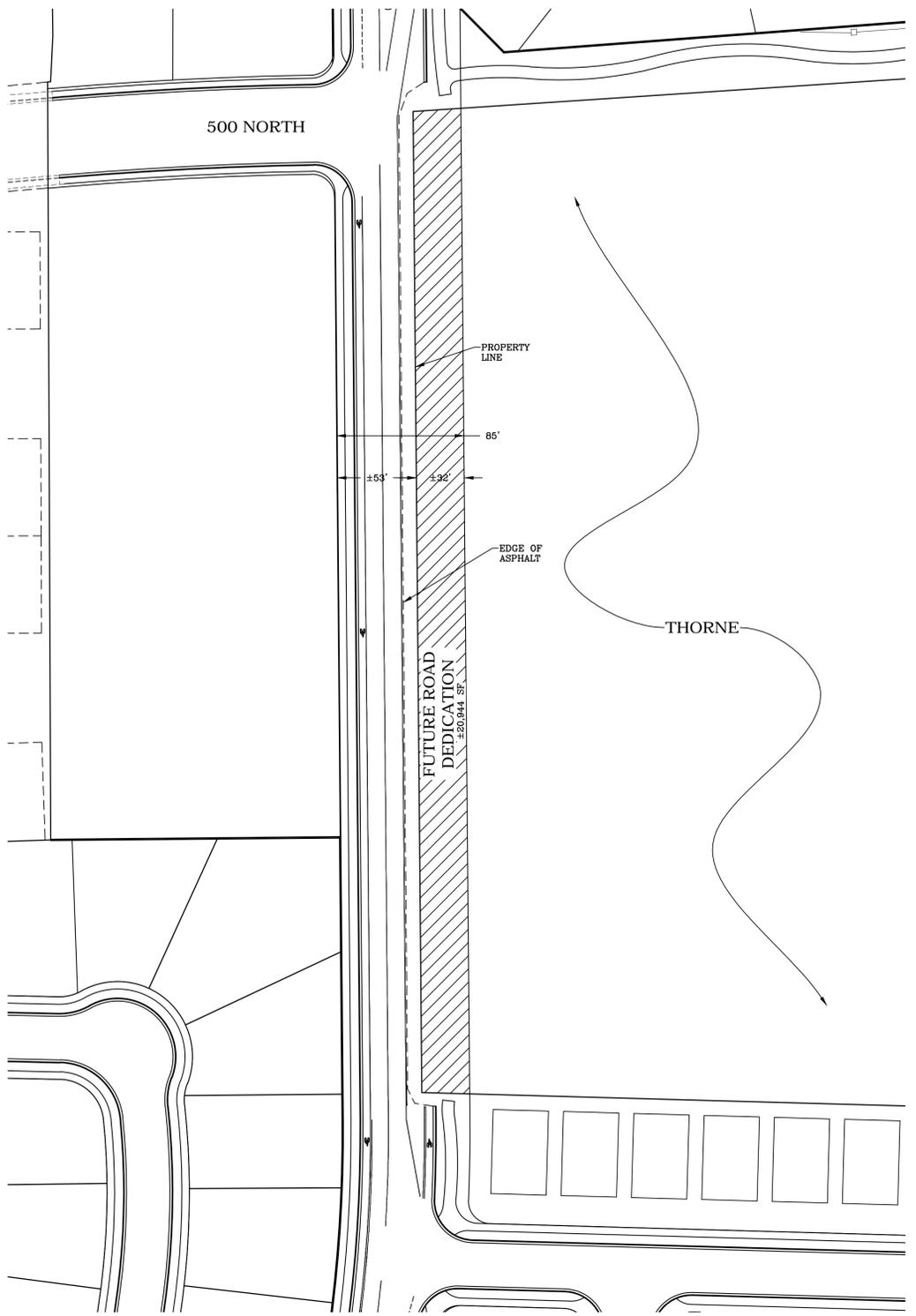
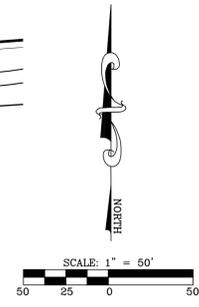
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DATE

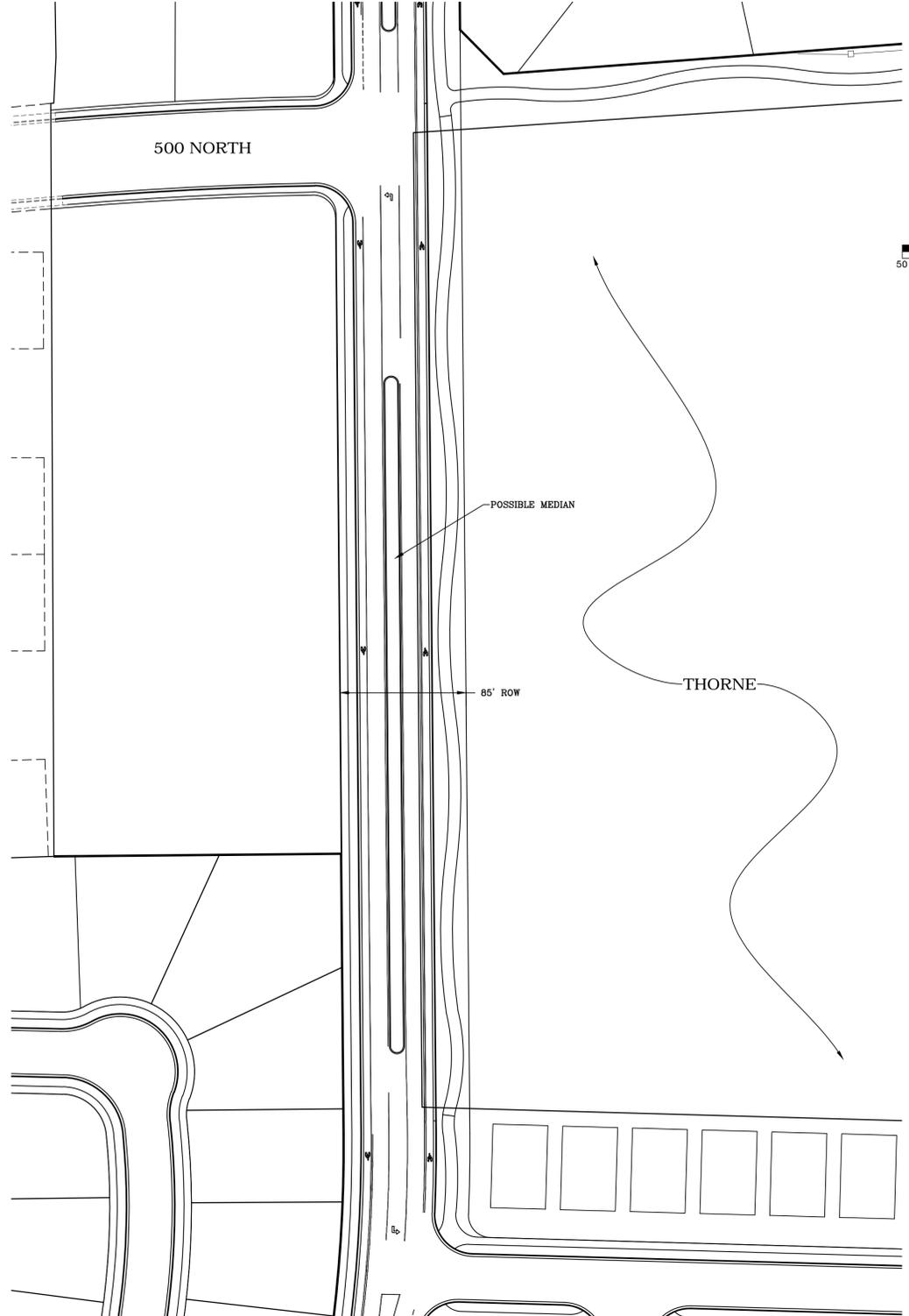
18 MAR 2015

SHEET NUMBER

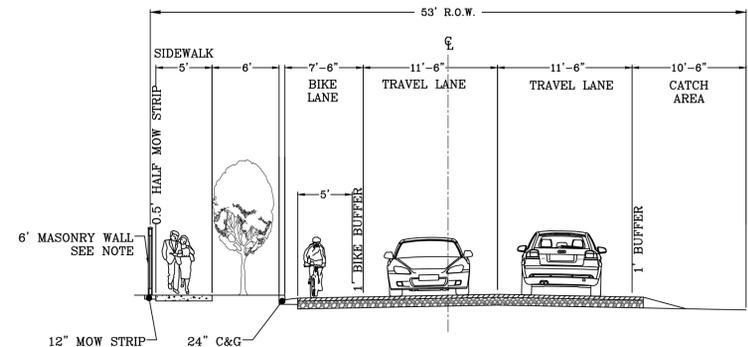
**A1.2**



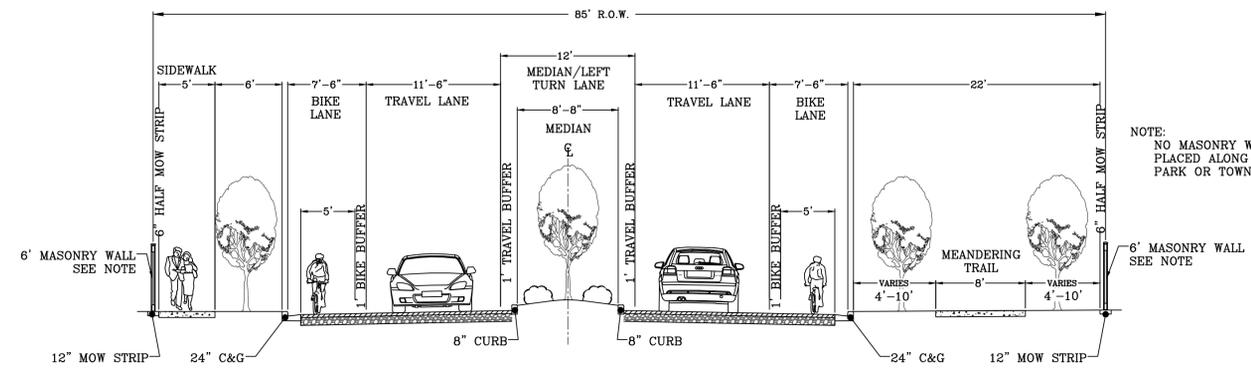
**INITIAL ANDERSON BLVD. IMPROVEMENTS**



**FINAL ANDERSON BLVD. IMPROVEMENTS**



NOTE:  
 NO MASONRY WALL TO BE PLACED ALONG  
 OPEN SPACE, PARK OR TOWNHOME AREA



NOTE:  
 NO MASONRY WALL TO BE  
 PLACED ALONG OPEN SPACE,  
 PARK OR TOWNHOME AREA

REVISIONS
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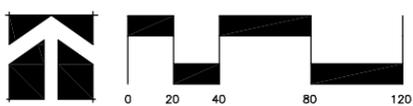
LEI PROJECT #:  
**2013-1845**  
 DRAWN BY:  
**MJV**  
 CHECKED BY:  
**GDM**  
 SCALE:  
**1" = 50'**  
 DATE:  
**1/27/2016**

**EXHIBIT**  
**G**

## Proposed Improvements

- 120 parking spaces (approx)
- 2 soccer fields
- 1 softball field (overlapping) with backstop
- 4 pickleball courts
- 2 basketball courts
- 91 trees
- 12 dwarf trees (within power corridor)
- 1 pavilion (approx 40' x 60') with restrooms
- 12 picnic tables
- 12 benches
- 4 player benches
- 6 trash receptacles
- 4 dog waste stations
- 1 large play structure
- 1 swing set (4 swings)
- Security lighting (pavilion only)
- Irrigation System for all landscaped areas

Trail lights  
 Parking lot lights  
 Court lights







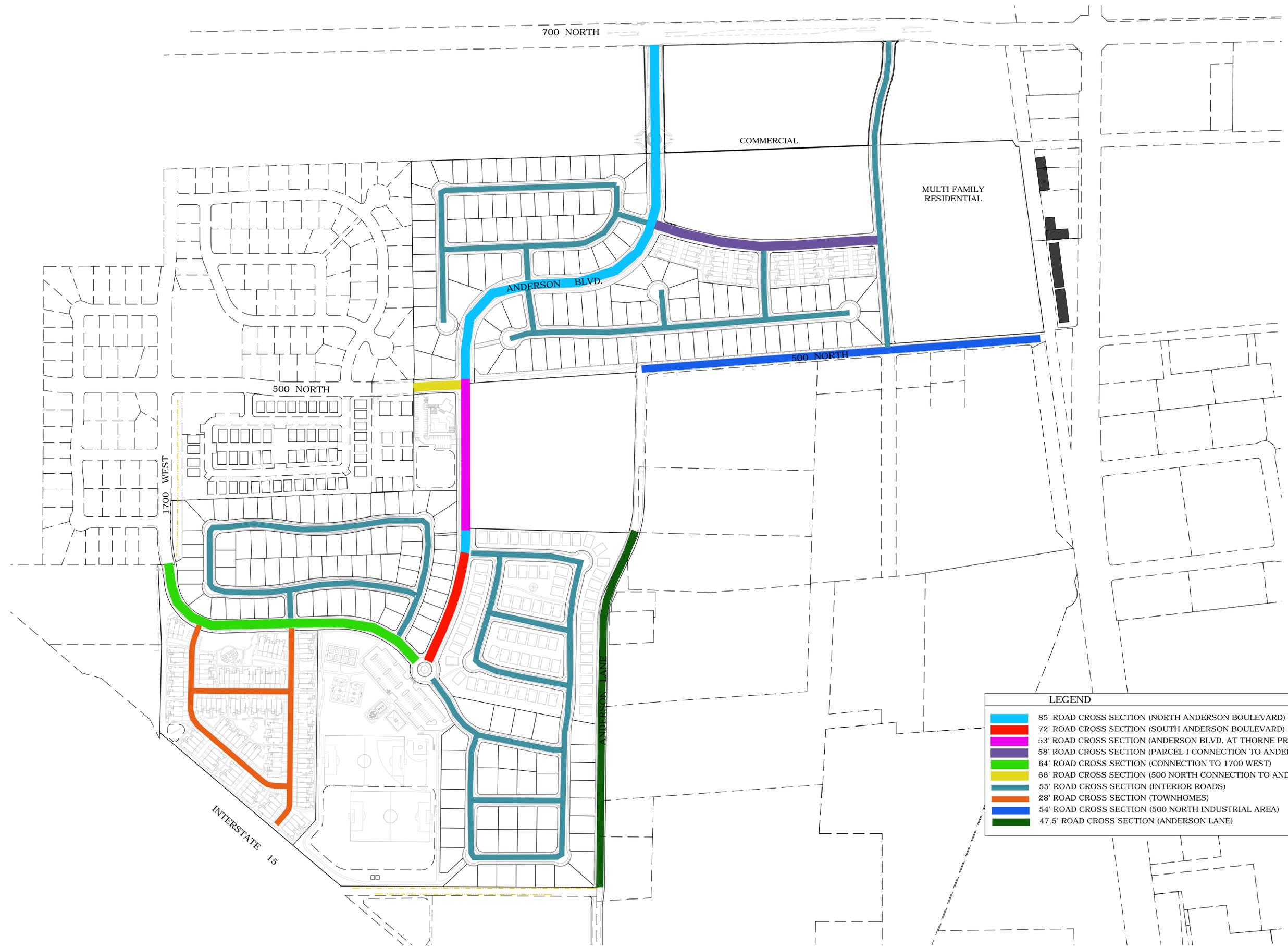
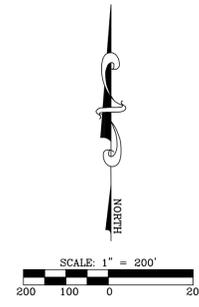
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ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**LEGEND**

	85' ROAD CROSS SECTION (NORTH ANDERSON BOULEVARD)
	72' ROAD CROSS SECTION (SOUTH ANDERSON BOULEVARD)
	53' ROAD CROSS SECTION (ANDERSON BLVD. AT THORNE PROPERTY)
	58' ROAD CROSS SECTION (PARCEL I CONNECTION TO ANDERSON BLVD.)
	64' ROAD CROSS SECTION (CONNECTION TO 1700 WEST)
	66' ROAD CROSS SECTION (500 NORTH CONNECTION TO ANDERSON BLVD.)
	55' ROAD CROSS SECTION (INTERIOR ROADS)
	28' ROAD CROSS SECTION (TOWNHOMES)
	54' ROAD CROSS SECTION (500 NORTH INDUSTRIAL AREA)
	47.5' ROAD CROSS SECTION (ANDERSON LANE)

ANDERSON FARMS  
LINDON, UTAH

EXHIBIT J-1, STREET CROSS SECTIONS

**REVISIONS**

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LEI PROJECT #:  
**2013-1845**

DRAWN BY:  
**BLS**

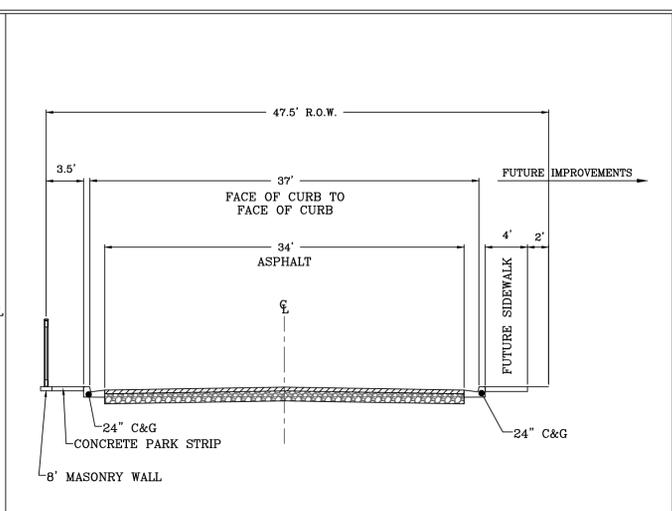
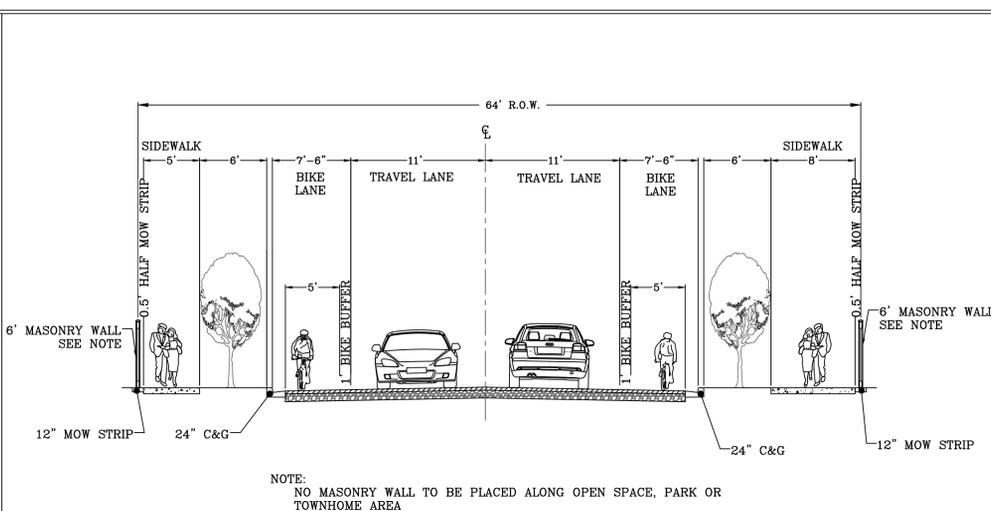
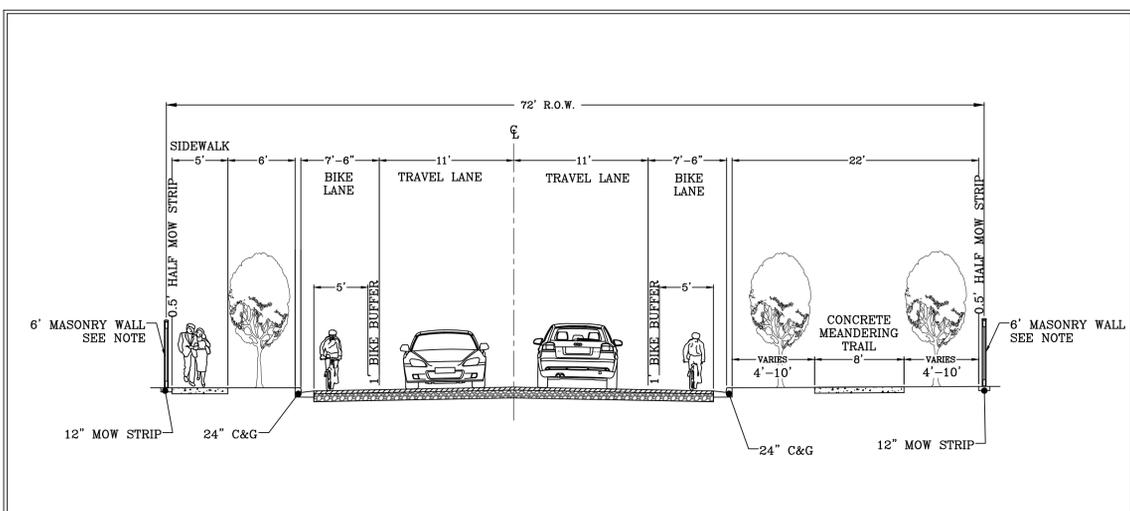
CHECKED BY:  
**GDM**

SCALE:  
**1" = 200'**

DATE:  
**1/27/2016**

EXHIBIT  
**J-1**

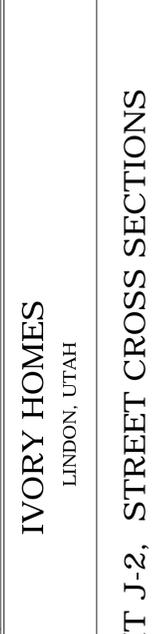
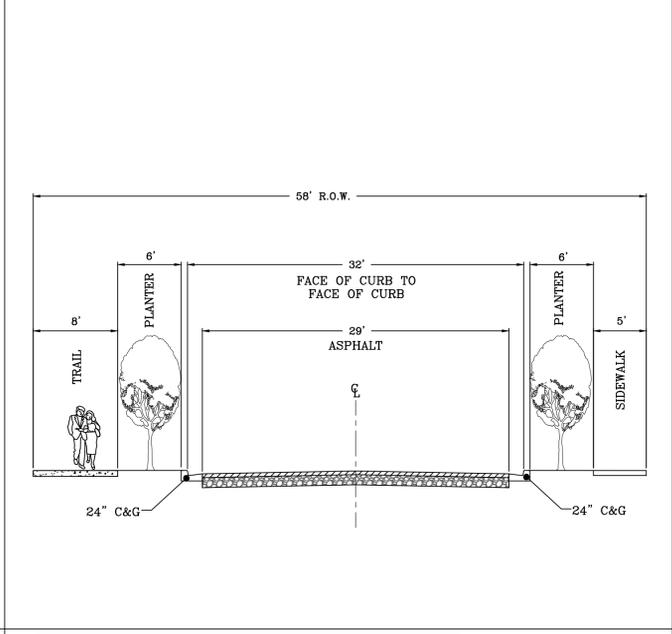
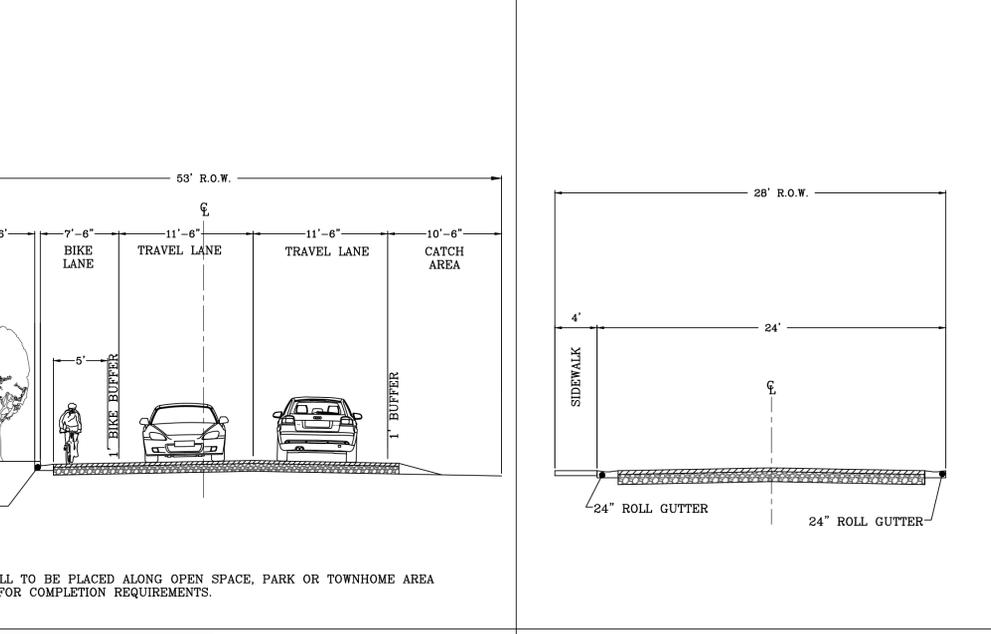
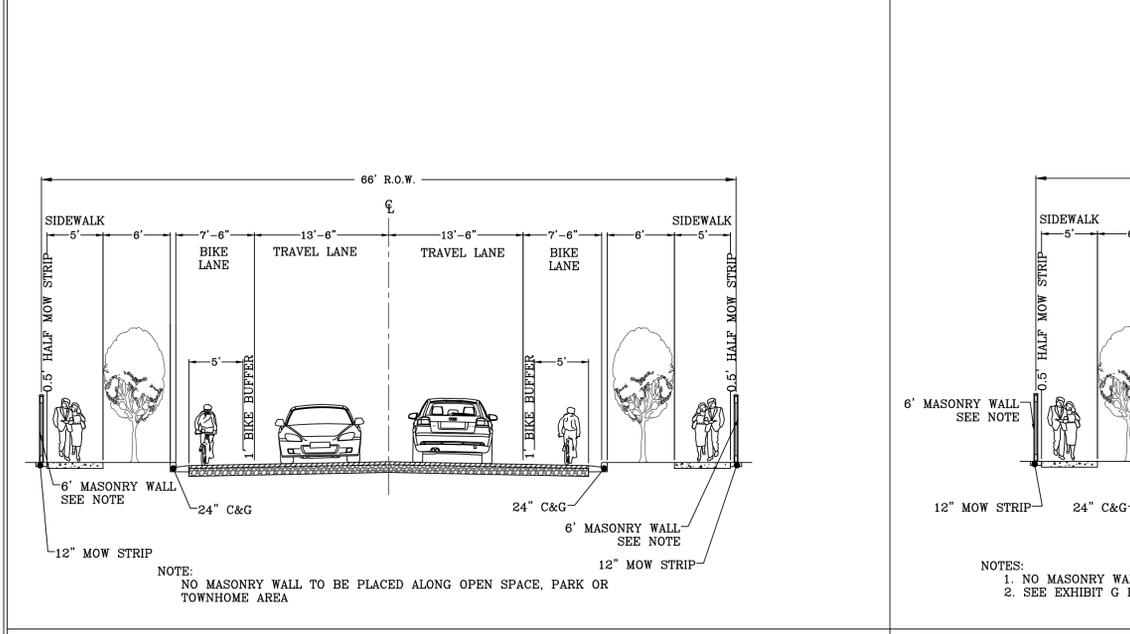
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1 72' ROAD CROSS SECTION  
SOUTH ANDERSON BOULEVARD

2 64' ROAD CROSS SECTION  
CONNECTION TO 1700 WEST

3 47.5' ROAD CROSS SECTION  
ANDERSON LANE

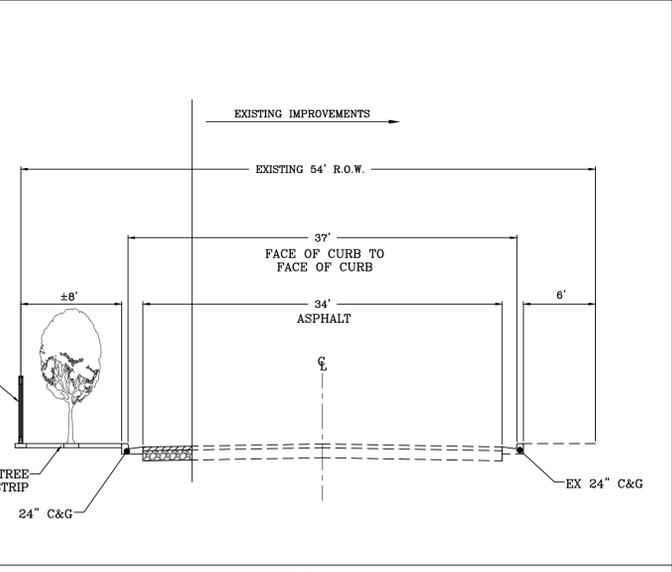
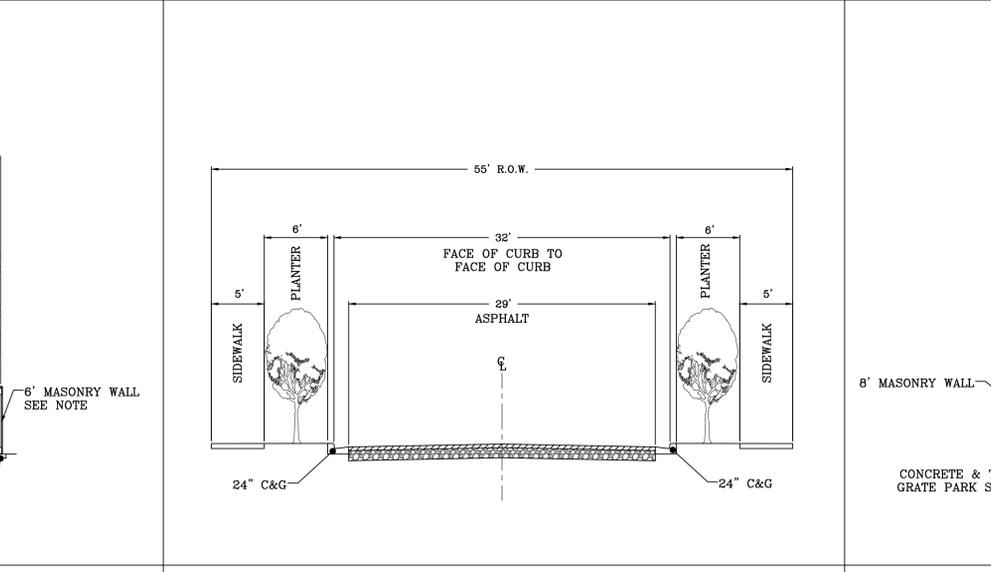
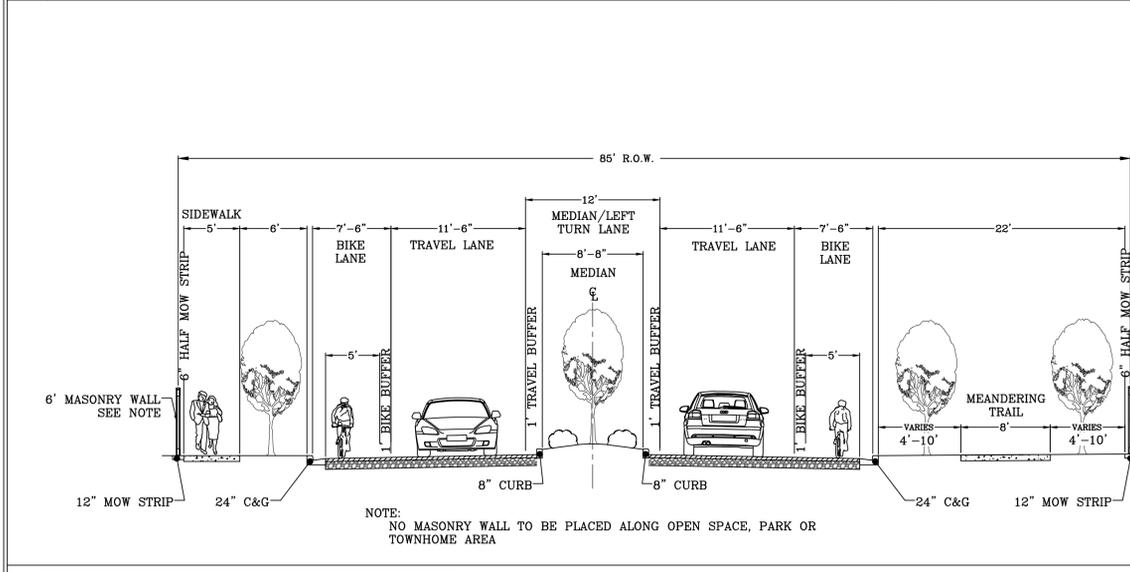


4 66' ROAD CROSS SECTION  
500 NORTH CONNECTION TO ANDERSON BOULEVARD

5 53' ROAD CROSS SECTION  
ANDERSON BLVD AT THORNE PROPERTY

6 28' ROAD CROSS SECTION  
TOWNHOMES

8 58' ROAD CROSS SECTION  
PARCEL I CONNECTION TO ANDERSON BLVD



7 85' ROAD CROSS SECTION WITH MEDIAN  
NORTH ANDERSON BOULEVARD

8 55' ROAD CROSS SECTION  
INTERIOR ROADS

9 54' ROAD CROSS SECTION  
500 NORTH INDUSTRIAL AREA

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LEI PROJECT #: 2013-1845  
DRAWN BY: DSE  
CHECKED BY: GDM  
SCALE: N.T.S.  
DATE: 1/27/2016

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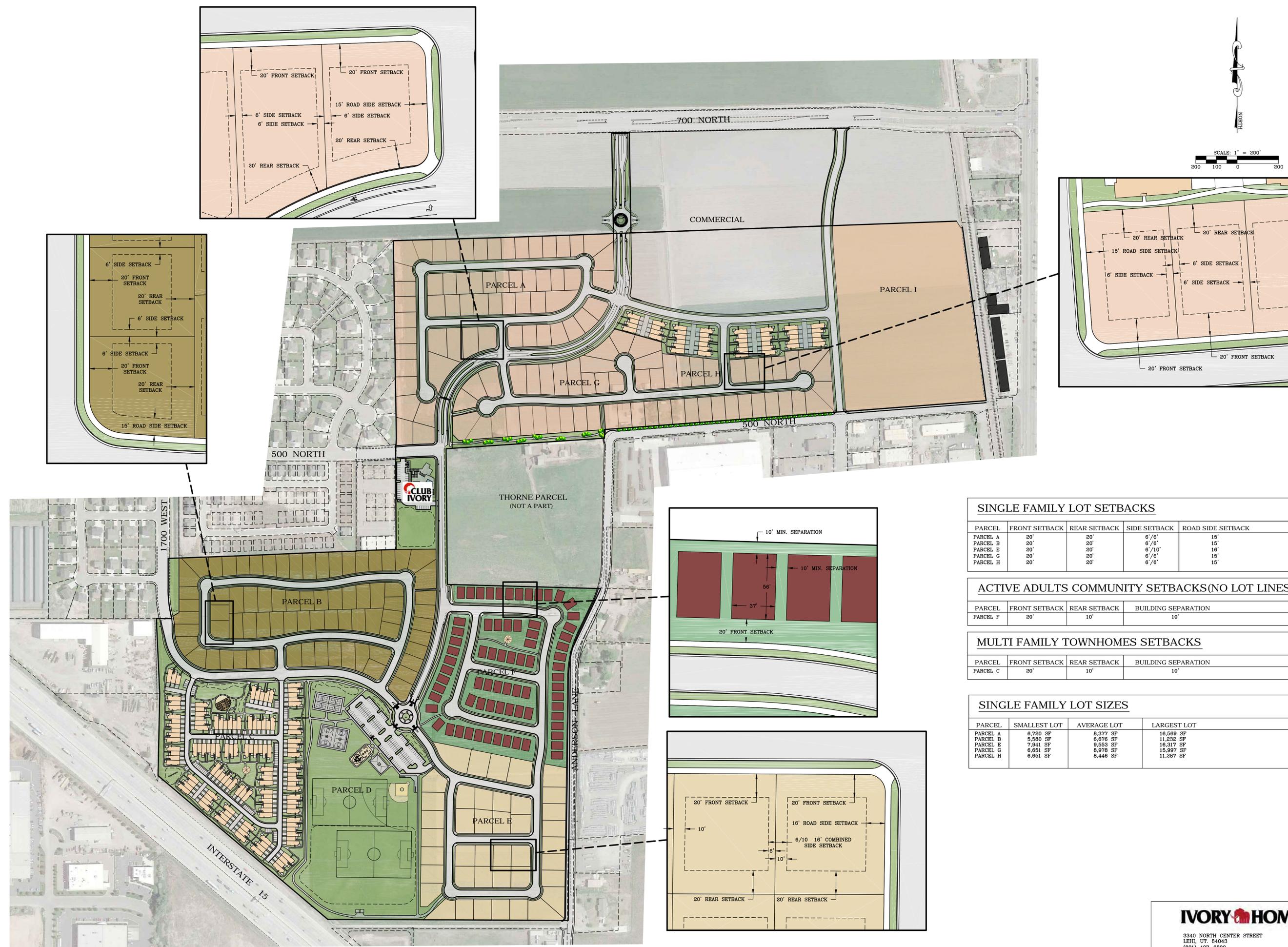


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 Spanish Fork, UT 84660  
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 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com



SCALE: 1" = 200'  
 200 100 0 200



**SINGLE FAMILY LOT SETBACKS**

PARCEL	FRONT SETBACK	REAR SETBACK	SIDE SETBACK	ROAD SIDE SETBACK
PARCEL A	20'	20'	6'/6'	15'
PARCEL B	20'	20'	6'/6'	15'
PARCEL E	20'	20'	6'/10'	16'
PARCEL G	20'	20'	6'/6'	15'
PARCEL H	20'	20'	6'/6'	15'

**ACTIVE ADULTS COMMUNITY SETBACKS(NO LOT LINES)**

PARCEL	FRONT SETBACK	REAR SETBACK	BUILDING SEPARATION
PARCEL F	20'	10'	10'

**MULTI FAMILY TOWNHOMES SETBACKS**

PARCEL	FRONT SETBACK	REAR SETBACK	BUILDING SEPARATION
PARCEL C	20'	10'	10'

**SINGLE FAMILY LOT SIZES**

PARCEL	SMALLEST LOT	AVERAGE LOT	LARGEST LOT
PARCEL A	6,720 SF	8,377 SF	16,569 SF
PARCEL B	5,580 SF	6,976 SF	11,232 SF
PARCEL E	7,941 SF	9,553 SF	16,317 SF
PARCEL G	6,651 SF	8,978 SF	15,997 SF
PARCEL H	6,651 SF	8,446 SF	11,287 SF

ANDERSON FARMS  
 LINDON, UTAH

EXHIBIT K  
 MINIMUM LOT SIZES AND LOT SETBACKS

REVISIONS

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LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016

EXHIBIT  
**K**



3340 NORTH CENTER STREET  
 LEHI, UT 84043  
 (801) 407-6800

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## Item II: Public Hearing — Zoning Map Amendment, approx. 500 North Anderson Lane and 150 North 1700 West

**Applicant:** Ivory Development  
**Presenting Staff:** Hugh Van Wagenen

**General Plan:** Residential High  
**Current Zone:** Light Industrial and Mixed Commercial

**Property Owner:** Boyd Anderson & Sons  
**Address:** ~500 North Anderson Lane and 150 North 1700 West  
**Parcel IDs:** #14:063:0061, #14:050:0006, #14:063:0048, #14:063:0046, #14:063:0047, #14:053:0042, #14:064:0012, #14:063:0068  
**Lot Size:** ~137 acres

**Type of Decision:** Legislative  
**City Council Action Required:** Yes

### SUMMARY OF KEY ITEMS

1. Whether to recommend approval of the request to change the Zoning Map from Mixed Commercial and Light Industrial to Anderson Farms Planned Development zone.

### MOTION

I move to recommend (*approval, denial, continuance*) of the applicant's request change the Zoning Map from Mixed Commercial and Light Industrial to Anderson Farms Planned Development zone according to Ordinance 2016-8-O .

### OVERVIEW

Over a year ago, Ivory Development approached the City regarding a master planned residential community west of Geneva Road, adjacent to the Creekside community, on the Anderson Dairy Farm. The project, known as Anderson Farms, requires an ordinance amendment (17.41 Anderson Farms Planned Development Zone) and a development agreement (Anderson Farms Master Development Agreement) in addition to identifying the project area on the Zoning Map. This request would create the geographic parameters that would be governed by the Anderson Farms Planned Development Zone and Anderson Farms Master Development Agreement.

The entire project is about 137 acres, some of which is zoned Light Industrial and some of which is zoned Mixed Commercial. The General Plan was recently changed on these parcels to Residential-High, which refers to a density of greater than 3.6 dwelling units per acre.

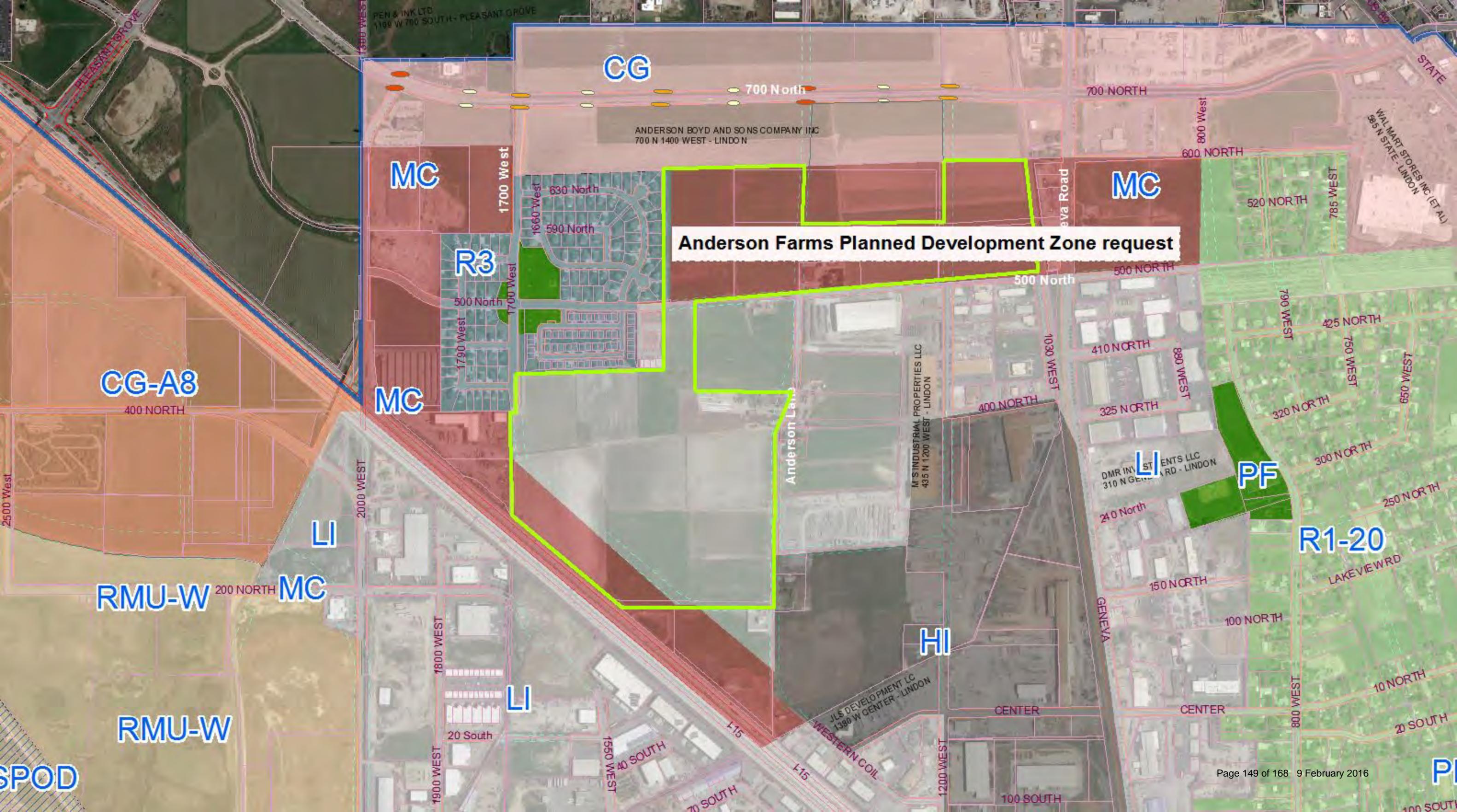
### ANALYSIS

1. Subsection 17.04.090(2) of the Lindon City Code establishes the factors to review when considering a request for a zone change. The subsection states that the "planning commission shall recommend adoption of a proposed amendment only where the following findings are made:
  - a. The proposed amendment is in accord with the master plan of Lindon City;
  - b. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the division."
  - c. Applicable city-wide land use guidelines:

- i. The identity of Lindon should be strengthened by land uses which contribute to the unique character of the community.
- ii. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
- iii. A variety of housing types should be provided where appropriate, and innovative development patterns and building methods that will result in more affordable housing should be encouraged.
- iv. Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.
- v. Land use patterns should be encouraged that...reduce travel distances for employment and essential services, limit pollution, allow for alternative modes of transportation, and conserve energy.

### **ATTACHMENTS**

1. Map showing requested Zoning Map change.
2. Anderson Farms Concept Plan

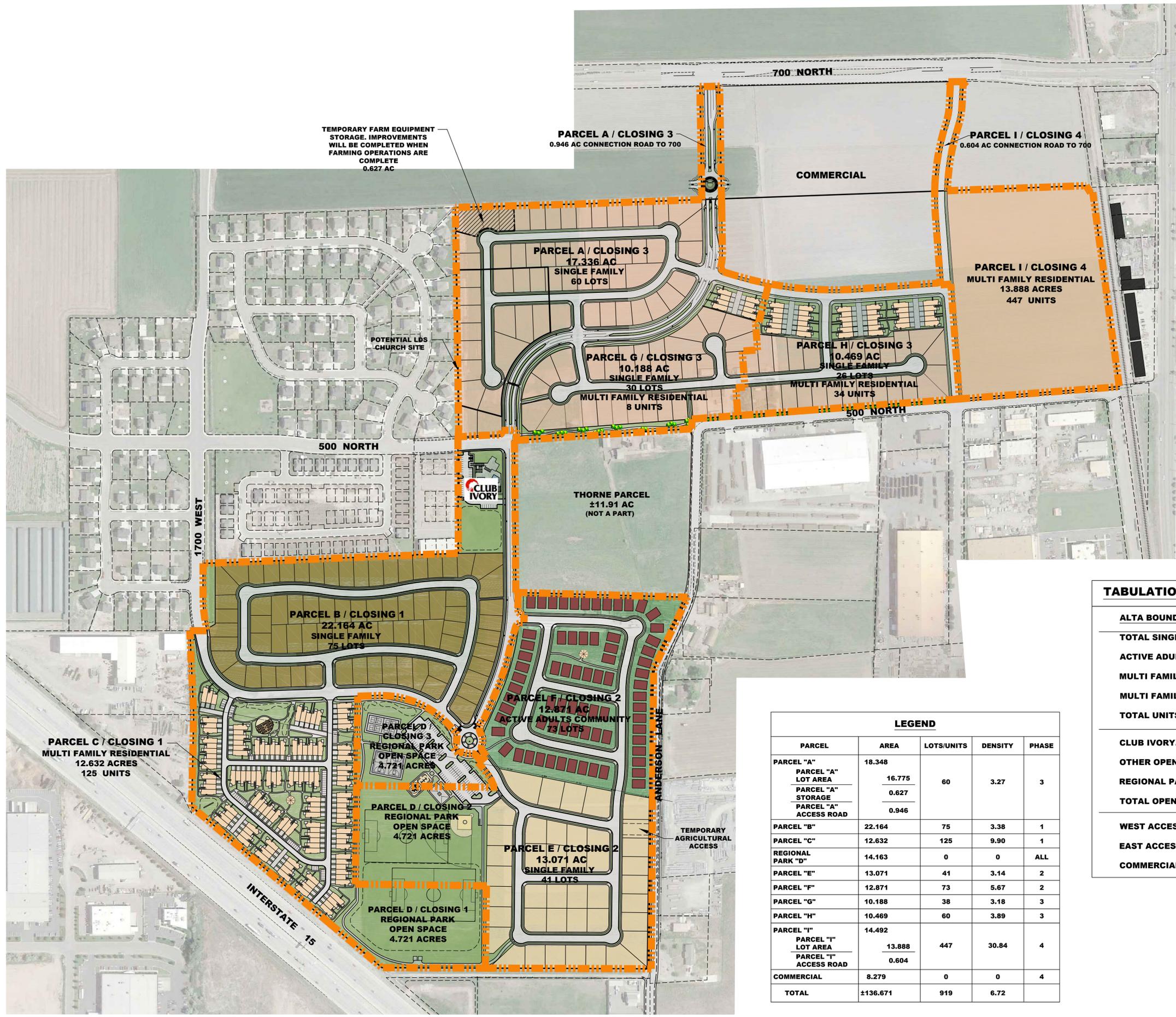
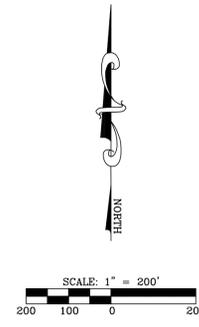


**Anderson Farms Planned Development Zone request**



- A Utah Corporation -  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0555  
 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com



**TABULATIONS**

ALTA BOUNDARY AREA .....	136.671
TOTAL SINGLE FAMILY LOTS .....	232 LOTS
ACTIVE ADULTS COMMUNITY.....	73 UNITS
MULTI FAMILY TOWNHOMES.....	167 UNITS
MULTI FAMILY UNITS .....	447 UNITS
TOTAL UNITS .....	919 UNITS
CLUB IVORY.....	1.50 ACRES
OTHER OPEN SPACE.....	1.33 ACRES
REGIONAL PARK.....	14.01 ACRES
TOTAL OPEN SPACE.....	16.84 ACRES
WEST ACCESS TO 700 NORTH.....	0.946 ACRES
EAST ACCESS TO 700 NORTH.....	0.604 ACRES
COMMERCIAL (IVORY PORTION).....	8.279 ACRES

**LEGEND**

PARCEL	AREA	LOTS/UNITS	DENSITY	PHASE
PARCEL "A"	18.348			
PARCEL "A" LOT AREA	16.775	60	3.27	3
PARCEL "A" STORAGE	0.627			
PARCEL "A" ACCESS ROAD	0.946			
PARCEL "B"	22.164	75	3.38	1
PARCEL "C"	12.632	125	9.90	1
REGIONAL PARK "D"	14.163	0	0	ALL
PARCEL "E"	13.071	41	3.14	2
PARCEL "F"	12.871	73	5.67	2
PARCEL "G"	10.188	38	3.18	3
PARCEL "H"	10.469	60	3.89	3
PARCEL "I"	14.492			
PARCEL "I" LOT AREA	13.888	447	30.84	4
PARCEL "I" ACCESS ROAD	0.604			
COMMERCIAL	8.279	0	0	4
<b>TOTAL</b>	<b>±136.671</b>	<b>919</b>	<b>6.72</b>	

**ANDERSON FARMS**  
 LONDON, UTAH  
**EXHIBIT B - DESCRIPTION OF THE PROPERTY & PHASES**

REVISIONS

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LEI PROJECT #: 2013-1845  
 DRAWN BY: BLS  
 CHECKED BY: GDM  
 SCALE: 1" = 200'  
 DATE: 1/27/2016  
 EXHIBIT



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 LEHI, UT. 84043  
 (801) 407-6800

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## Item 12: Public Hearing — Zoning Map Amendment, approx. 500 North Anderson Lane (1400 West)

Lindon City is requesting a zone map amendment from Light Industrial to Residential Single Family (12,000 square foot lots) on parcel #14:063:0017. The lot is currently in agricultural use. Recommendations will be forwarded to the City Council for final approval.

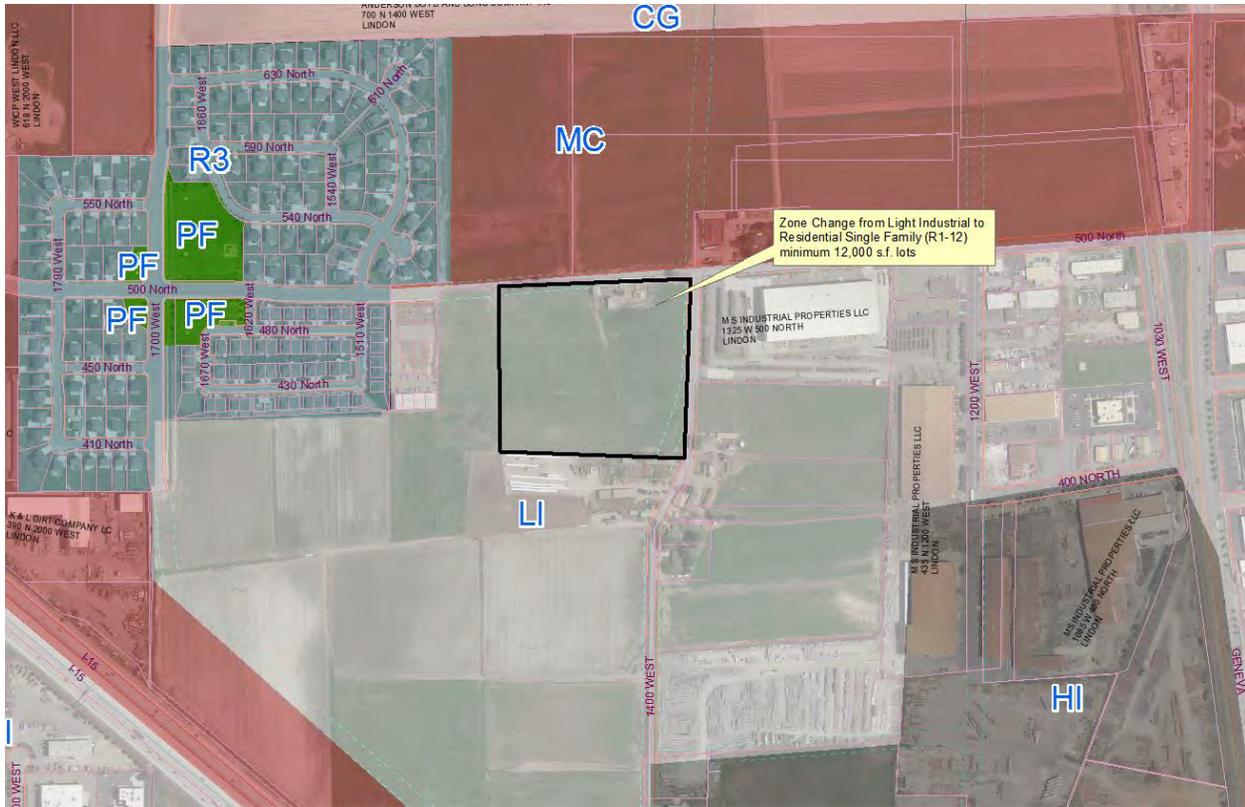
<p><b>Applicant:</b> Lindon City <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Residential High <b>Current Zone:</b> Light Industrial</p> <p><b>Property Owner:</b> Joanna J. Thorne <b>Address:</b> ~500 North Anderson Lane (1400 West) <b>Parcel IDs:</b> # 14:063:0017 <b>Parcel Size:</b> 12.08 acres</p> <p><b>Type of Decision:</b> Legislative <b>City Council Action Required:</b> Yes</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <p>1. Whether to recommend approval of the request to change the Zoning Map from Light Industrial to Residential Single Family (R1-12) zone.</p> <p>Ordinance 2016-9-O</p> <p><b><u>MOTION</u></b></p> <p>I move to recommend (<i>approval, denial, continuance</i>) of the applicant's request to change the Zoning Map from Light Industrial to Residential Single Family (R1-12) zone according to Ordinance 2016-_-O .</p>
---	--

### **OVERVIEW**

This is a request by Lindon City to rezone the parcel in order to coordinate residential development with existing homes in the area and the proposed concept plan being developed by Ivory Development. The proposed rezone will also bring the zoning closer to matching the general plan designation.

### **FINDINGS OF FACT**

1. The General Plan currently designates the property under the category of Residential High. This category includes densities greater than 3.6 DU/AC: It is the purpose of this category to provide modest amounts of high density, residential development. Includes area typically zoned R3 or R2-Overlay.
2. The applicant requests that the General Plan designation remain unchanged at this time.
3. Lindon City Code indicates that the Single Family Residential Zones (R1) are established to provide areas for the encouragement and promotion of an environment for family life by providing for the establishment of one (1) family detached dwellings on individual lots that are separate and sheltered from non-residential uses found to be inconsistent with traditional residential lifestyles customarily found within Lindon City's single-family neighborhoods.
4. The General Plan indicates that lots typically zoned R1-12 are included in the Residential-Medium designation and are in areas of medium density, residential neighborhoods of medium sized lots. Density is 3.6 or less but greater than 2 DU/AC.



**ANALYSIS**

1. Subsection 17.04.090(3) of the Lindon City Code establishes the factors to review when considering a request for a zone change. The subsection states that the “planning commission shall recommend adoption of a proposed amendment only where the following findings are made:
  - a. The proposed amendment is in accord with the master plan of Lindon City;
  - b. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the division.”
  - c. Applicable city-wide land use guidelines as indicated in the Lindon City General Plan:
    - i. The identity of Lindon should be strengthened by land uses which contribute to the unique character of the community.
    - ii. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.
    - iii. A variety of housing types should be provided where appropriate, and innovative development patterns and building methods that will result in more affordable housing should be encouraged.
    - iv. Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.

- v. Land use patterns should be encouraged that...reduce travel distances for employment and essential services, limit pollution, allow for alternative modes of transportation, and conserve energy.

**ATTACHMENTS**

1. Ordinance 2016-9-O
2. Photo

**ORDINANCE NO. 2016-- -O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING PORTIONS OF THE LINDON CITY ZONING MAP FROM LIGHT INDUSTRIAL (LI) TO RESIDENTIAL SINGLE FAMILY (R1-12) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it necessary to amend portions of the Lindon City Zoning Map, specifically the properties generally located at the following addresses from Light Industrial (LI) to Residential Single Family (R1-12):

(Approximately) 500 North Anderson Lane (1400 West) Utah County Parcel #14:063:0017.

(See map labeled as Exhibit A);and

WHEREAS, the City finds it is necessary to amend the Zoning Map to benefit the City; and

WHEREAS, the Planning Commission recommended adoption of the revised provisions, and the revision of such provisions will assist in carrying out general plan goals related to the promotion of businesses and industry within the City, and said changes are compatible with land use guidelines as found in the General Plan; and

WHEREAS, a public hearing was held on February 9, 2016 to receive public input and comment regarding the proposed amendment; and

WHEREAS, no adverse effects were identified by the Commission during the hearing; and

WHEREAS, the Council held a public hearing on February XX, 2016 to consider the recommendation and no adverse effects were identified; and

WHEREAS, the current Zoning Map should be amended to provide such provisions to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, the Lindon City Zoning Map is hereby amended and will read as follows:

**SECTION I:**

- See Exhibit A showing parcel changing from Light Industrial (LI) to Residential Single Family (R1-12) on the Lindon City Zoning Map.



**SECTION II:** The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

**SECTION III:** Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

**SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Jeff Acerson, Mayor

ATTEST:

\_\_\_\_\_  
 Kathryn A. Moosman,  
 Lindon City Recorder

SEAL



## Item 13: Public Hearing — Zoning Map Amendment, Light Industrial to Mixed Commercial, approx. 1500 West 500 North

Lindon City is requesting a zone map amendment to Mixed Commercial from Light Industrial on parcels #47:283:0001, #47:283:0002, #47:283:0003, #47:283:0004, #47:283:0005, #47:283:0006, #47:283:0007, #47:283:0008, #47:283:0009, #47:283:00010, #47:283:0011, #47:283:00012, #47:283:0013, #47:283:0014. Four of the parcels compromise a commercial building; the rest are platted but currently vacant. Recommendations will be forwarded to the City Council for final approval.

<p><b>Applicant:</b> Lindon City  <b>Presenting Staff:</b> Hugh Van Wagenen</p> <p><b>General Plan:</b> Residential High  <b>Current Zone:</b> Light Industrial</p> <p><b>Property Owner:</b> DC DEAN FAMILY INVESTMENTS LTD and INCUBATOR INVESTMENTS LLC  <b>Address:</b> ~1500 West 500 North  <b>Parcel IDs:</b> #47:283:0001, #47:283:0002, #47:283:0003, #47:283:0004, #47:283:0005, #47:283:0006, #47:283:0007, #47:283:0008, #47:283:0009, #47:283:00010, #47:283:0011, #47:283:00012, #47:283:0013, #47:283:0014          (See the Newberry Business Park, Plat A)  <b>Parcel Size:</b> 2.19 acres</p> <p><b>Type of Decision:</b> Legislative  <b>City Council Action Required:</b> Yes</p>	<p><b><u>SUMMARY OF KEY ITEMS</u></b></p> <ol style="list-style-type: none"> <li>Whether to recommend approval of the request to change the Zoning Map from Light Industrial to the Mixed Commercial zone.</li> </ol> <p><b><u>MOTION</u></b></p> <p>I move to recommend (<i>approval, denial, continuance</i>) of the applicant’s request to change the Zoning Map from Light Industrial to the Mixed Commercial zone according to Ordinance 2016-10-O .</p>
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### **OVERVIEW**

This is a request by Lindon City to rezone the parcel in order to reduce the potential impacts on the surrounding residential developments. The Mixed Commercial zone allows for less intense uses than the Light Industrial zone. The goal of commercial development is to encourage the establishment and development of basic retail and commercial stores which will satisfy the ordinary and special shopping needs of Lindon citizens, enhance the City's sales and property tax revenues, and provide the highest quality goods and services for area residents.

The following table (as an example) compares uses that are permitted, conditionally permitted, or not permitted. The table does not include uses that are the same in both zones (i.e. Blueprinting & Photocopying MC=P and LC=P or Slaughterhouse MC=N and LI=N).

COMPARISON		
USES	MC zone	LI zone
Hotels	P	N
Meat and Dairy	N	C
Food Manufacturing- less than 20,000 sq ft	C	P
Food Manufacturing- over 20,000 sq ft	N	C
Candy	C	P
Animal Feed	N	C
Lumber	N	C
Cabinets	C	P
Candle and Wax	C	P
Stone	C	P
Recycling	N	C
Fabricated Metals	N	C
Fabricated Metals – indoor storage and production only	C	P
Tobacco Products	N	C
Bus Garaging	N	P
Freight Terminal	N	C
Freight Garaging	N	C
Gas Control Station	N	C
CW Treatment Plant	N	P
Packing and Crating	C	P
Farm Equipment	C	P
Department Stores	P	N
New Vehicle Dealer	C	P
Used Vehicle Dealer	N	P
Mobile Home Sales	C	P
Marine	C	P
Aircraft	N	P
Clothing	P	N
Jeweler, Books, Stationery, Office Supply, Gift Store, Florist, Video Rental, Toys	P	N
Hay	C	P
Optical Goods	P	N
Banks, Security, Insurance, Real Estate, Title, Tailoring, Laundromat, Funeral Home	P	N
Crematory	N	C
Child Daycare	C	N
Comm. Preschools	P	N

Wedding Reception Center, Travel Services	P	N
Exterminating	C	P
Employment Services	P	N
Heavy Equipment	N	P
Impound Yard	N	C
Medical Clinic	P	N
Hospital	C	N
Vet – large animals	N	C
Counseling, Genealogical	P	N
Contractor, Landscaping	C	P
Beauty School	P	N
Church	C	N
Adoption	P	N
Professional, Unions, Civic	P	C
Library, Museum, Art, Botanical	P	N
Ampitheater	C	N
Theater	P	N
Exhibit Hall	C	N
Convention, Fairgrounds	P	C
Amusements	C	N
Arcade	P	N
Go Cart, Golf Course	N	C
Tennis Courts, Rollerskating	P	C
Skateboard Park, Bike Track	N	C
Riding Stables	P	C
Bowling	P	N
Play Field	N	C
Rec Center, Gym	P	C
Swimming Pools	P	N
Indoor Soccer	P	C
Indoor Gun Range	P	N
Fish Hatchery	N	C

**FINDINGS OF FACT**

1. The General Plan currently designates the property under the category of Residential High. This category includes densities greater than 3.6 DU/AC: It is the purpose of this category to provide modest amounts of high density, residential development. Includes area typically zoned R3 or R2-Overlay.
2. The applicant requests that the General Plan designation remain unchanged at this time.

3. Lindon City Code indicates that the Light Industrial (LI) zone provides areas in appropriate locations where light manufacturing, industrial processes and warehousing not producing objectionable effects may be established, maintained, and protected.
4. Lindon City Code indicates that the the Mixed Commercial (MC) zone is to provide areas within the City where low intensity light industrial (contained entirely within a building), research and development, professional and business services, retail and other commercial related uses may be located.



## **ANALYSIS**

1. Subsection 17.04.090(3) of the Lindon City Code establishes the factors to review when considering a request for a zone change. The subsection states that the “planning commission shall recommend adoption of a proposed amendment only where the following findings are made:
  - a. The proposed amendment is in accord with the master plan of Lindon City;
  - b. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the division.”
  - c. Applicable city-wide land use guidelines as indicated in the Lindon City General Plan:
    - i. The identity of Lindon should be strengthened by land uses which contribute to the unique character of the community.
    - ii. The relationship of planned land uses should reflect consideration of existing development, environmental conditions, service and transportation needs, and fiscal impacts.

- iii. A variety of housing types should be provided where appropriate, and innovative development patterns and building methods that will result in more affordable housing should be encouraged.
- iv. Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available.
- v. Land use patterns should be encouraged that...reduce travel distances for employment and essential services, limit pollution, allow for alternative modes of transportation, and conserve energy.

**ATTACHMENTS**

- 1. Ordinance 2016-10-O
- 2. Photos

**ORDINANCE NO. 2016-10-O**

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING PORTIONS OF THE LINDON CITY ZONING MAP FROM LIGHT INDUSTRIAL (LI) TO MIXED COMMERCIAL (MC) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City finds it necessary to amend portions of the Lindon City Zoning Map, specifically the properties generally located at the following addresses from Light Industrial (LI) to Mixed Commercial (MC):

(Approximately) 1500 West 500 North  
Utah County Parcels #47:283:0001, #47:283:0002, #47:283:0003, #47:283:0004,  
#47:283:0005, #47:283:0006, #47:283:0007, #47:283:0008, #47:283:0009,  
#47:283:00010, #47:283:0011, #47:283:00012, #47:283:0013, and #47:283:0014.

(See map labeled as Exhibit A);and

WHEREAS, the City finds it is necessary to amend the Zoning Map to benefit the City;  
and

WHEREAS, the Planning Commission recommended adoption of the revised provisions, and the revision of such provisions will assist in carrying out general plan goals related to the promotion of businesses and industry within the City, and said changes are compatible with land use guidelines as found in the General Plan; and

WHEREAS, a public hearing was held on February 9, 2016 to receive public input and comment regarding the proposed amendment; and

WHEREAS, no adverse effects were identified by the Commission during the hearing;  
and

WHEREAS, the Council held a public hearing on February XX, 2016 to consider the recommendation and no adverse effects were identified; and

WHEREAS, the current Zoning Map should be amended to provide such provisions to the Municipal Code of Lindon City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lindon City, Utah County, State of Utah, the Lindon City Zoning Map is hereby amended and will read as follows:

**SECTION I:**

- See Exhibit A showing parcel changing from Light Industrial (LI) to Mixed Commercial (MC) on the Lindon City Zoning Map.



**SECTION II:** The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

**SECTION III:** Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

**SECTION IV:** This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Jeff Acerson, Mayor

ATTEST:

\_\_\_\_\_  
 Kathryn A. Moosman,  
 Lindon City Recorder

SEAL







## Item 14: New Business (Planning Commissioner Reports)

Item 1 – Subject \_\_\_\_\_  
Discussion

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Item 2 – Subject \_\_\_\_\_  
Discussion

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Item 3 – Subject \_\_\_\_\_  
Discussion

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## **Item 15: Planning Director Report**

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**Adjourn**