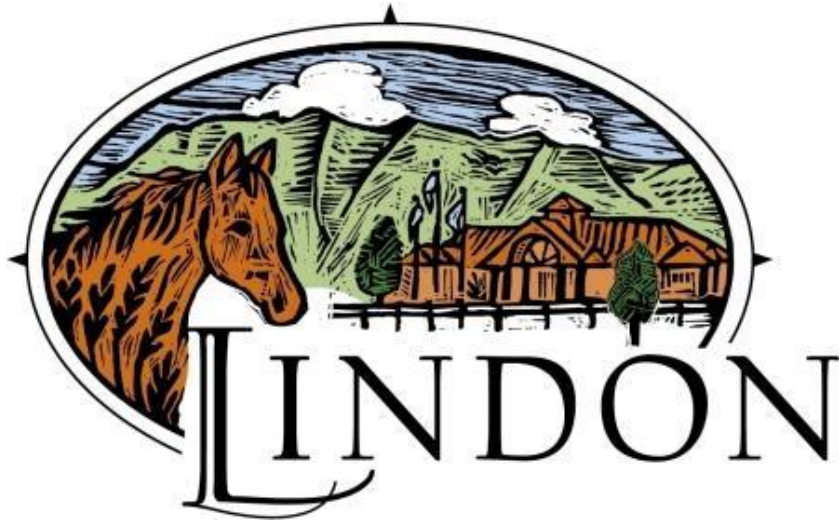


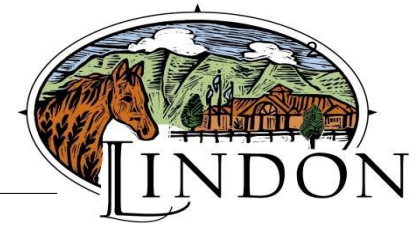
Lindon City Council Staff Report



Prepared by Lindon City
Administration

May 1, 2018

Notice of Meeting of the **Lindon City Council - AMENDED**



The Lindon City Council will hold a meeting beginning with a work session at **6:00 p.m.** on **Tuesday, May 1, 2018** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Scan or click here for link to
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report materials:



WORK SESSION – 6:00 P.M. - Conducting: Jeff Acerson, Mayor

1. Discussion on FY 2019 Proposed Budget

(60 minutes)

Lindon City Council will review and discuss the proposed Fiscal Year 2019 budget. The Council will provide direction on specific items.

REGULAR SESSION – 7:00 P.M. - Conducting: Jeff Acerson, Mayor

Pledge of Allegiance: By Invitation

Invocation: Carolyn Lundberg

(Review times are estimates only)

1. Call to Order / Roll Call

(2 minutes)

2. Presentations and Announcements

(10 minutes)

- a) Comments / Announcements from Mayor and Council members

3. Approval of minutes: April 17, 2018

(5 minutes)

4. Consent Agenda –

(5 minutes)

- a) Authorize the Mayor to sign a utility franchise agreement between Lindon City and MCImetro Access Transmission Services, Corp. d/b/a Verizon Access Transmission Services to allow operation and maintenance of telecommunications facilities within the city limits and rights-of-way of Lindon City. The City Attorney has reviewed the agreement and is comfortable with approval by the Council.
- b) Authorize the Mayor to sign the 2018 Utah County Municipal Recreation Grant application. The Parks & Recreation Dept is applying for \$5,593.35 towards wind netting to be installed at the Hollow Park pickle ball courts, with city committing an additional \$3,171.65 from PARC tax funds. The city portion of funds have been previously budgeted.

5. Open Session for Public Comment (For items not on the agenda)

(10 minutes)

6. Public Hearing — Consideration of Offer on Sale of Real Property; Res #2018-12-R (25 minutes)

The City Council will review and consider an offer received on nine acres of surplus real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012). The property has been listed for sale by the City since the fall of 2015. The nine acre section of this parcel was officially declared by the City Council as surplus real property through Resolution #2017-15-R.

7. Continued: Review & Action — Easement Agreement between Vineyard & Lindon (10 minutes)

This item was continued from the April 17, 2018 meeting. The City Council will review and consider a Utility Right Of Way Easement Agreement between Lindon City and Vineyard Town to exchange an easement for a power line for 3-acre feet of water credit with Vineyard; water to be used on the future Geneva Resort Park.

8. Discussion Item — 700 North Landscaping / Road Cross-section

(15 minutes)

Lindon City Councilmember Lundberg requested that a discussion item be held concerning the cross-section of the 700 North landscaping and sidewalk areas and building setbacks along the corridor. UDOT is proposing to widen portions of the roadway with the expectation that some of the sidewalk/landscape areas may be removed or pushed further into properties. A discussion regarding possible action to amend the cross-section will occur.

9. Council Reports:

(20 minutes)

- | | |
|---|--------------------|
| A) MAG, COG, UIA, Utah Lake Commission, ULCT, NUVAS, IHC Outreach, Budget Committee | - Jeff Acerson |
| B) Public Works, Irrigation/water, City Buildings | - Van Broderick |
| C) Planning, BD of Adjustments, General Plan, Budget Committee | - Matt Bean |
| D) Parks & Recreation, Trails, Tree Board, Cemetery | - Carolyn Lundberg |
| E) Public Safety, Court, Lindon Days, Transfer Station/Solid Waste | - Daril Magleby |
| F) Admin., Community Center, Historic Comm., PG/Lindon Chamber, Budget Committee | - Jacob Hoyt |

10. Administrator's Report

(10 minutes)

11. Closed Session — Closed Executive Session

(30 minutes)

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to enter into a closed executive session for the purpose of discussion of pending or imminent litigation, or of the character, professional competence, or physical or mental health of an individual. This session is closed to the general public.

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at 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 801-785-5043, giving at least 24 hours notice.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City (www.lindoncity.org) websites.

Posted by: /s/ Kathryn A. Moosman, City Recorder

Date: April 27, 2018; **Time:** 11:30 a.m.; **Place:** Lindon City Center, Lindon Police Dept., Lindon Community Center

WORK SESSION – 6:00 P.M. - Conducting: Jeff Acerson, Mayor

I. Discussion on FY 2019 Proposed Budget

(60 minutes)

Lindon City Council will review and discuss the proposed Fiscal Year 2019 budget. The Council will provide direction on specific items.

Budget materials will be provided to the Councilmembers separately by Kristen Colson, Finance Director.

This is a work session for general discussion on budgetary matters for the upcoming FY2019 budget. No public comment is required at this specific meeting.

REGULAR SESSION – 7:00 P.M. - Conducting: Jeff Acerson, Mayor

Pledge of Allegiance: By Invitation

Invocation: Carolyn Lundberg

Item 1 – Call to Order / Roll Call

May 1, 2018 Lindon City Council meeting.

Jeff Acerson

Matt Bean

Van Broderick

Jake Hoyt (absent)

Carolyn Lundberg

Daril Magleby

Staff present: _____

Item 2 – Presentations and Announcements

- a) Comments / Announcements from Mayor and Council members.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes: **April 17, 2018**

The Lindon City Council held a regularly scheduled meeting on **Tuesday, April 17, 2018, at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting: Carolyn Lundberg, Mayor Pro tem
 Pledge of Allegiance: Taylor Caouk, Boy Scout
 Invocation: Jake Hoyt, Councilmember

PRESENT

Carolyn Lundberg, Councilmember
 Matt Bean, Councilmember
 Jacob Hoyt, Councilmember
 Van Broderick, Councilmember
 Adam Cowie, City Administrator
 Hugh Van Wagenen, Planning Director
 Kathryn Moosman, City Recorder

EXCUSED

Jeff Acerson, Mayor
 Daril Magleby, Councilmember

1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
2. **Presentations/Announcements** –
 - a) **Comments/Announcements from Mayor and Council** – There were no announcements at this time.
 - b) **Employee Recognition Award** – Judy Harper, Community/Senior Center Front Desk Attendant, was chosen for the quarterly Employee Recognition Award. Adam Cowie, City Administrator, read comments submitted by employees nominating Mrs. Harper for this award. He then presented her with a plaque and gift card in appreciation for her service. The Mayor and Council also congratulated and thanked Mrs. Harper for her exemplary example, service and good works for the city.
3. **Approval of Minutes** – The minutes of the regular meeting of the City Council meeting of April 3, 2018 were reviewed.

COUNCILMEMBER HOYT MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 3, 2018 AS AMENDED OR CORRECTED. COUNCILMEMBER BEAN SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE

THE MOTION CARRIED UNANIMOUSLY.

4. **Consent Agenda** – *Consent agenda may contain items which have been*

discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion or may discuss individual items as needed and act on them separately.

- a) **Proclamation:** Declaring the 27th day of April 2018 as “Arbor Day” in Lindon City.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE CONSENT AGENDA ITEM “A” AS PRESENTED. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE

THE MOTION CARRIED UNANIMOUSLY.

- b) **Utility Right of Way Easement Agreement:** This agreement is between Lindon City and Vineyard Town to exchange a 10,590 sq/ft easement for a power line for 3-acre feet of water credit with Vineyard. The water is to be used on the future Geneva Resort Park area next to the Lindon Marina. Water credit is valued at approximately \$10k. Lindon has no utility services available in this area and anticipated needing to connect to Vineyard utilities. This easement transaction came to the Council a couple years ago but had no compensation proposed, and therefore was not approved at that time. The exchange for water has been discussed for many months between Staff at the two cities, with the Vineyard Town Council recently approving this agreement. The easement area can still be used for landscaping, parking, etc. but would prohibit buildings or permanent structures. It is located adjacent to the railroad tracks on the SE corner of the property that is listed for sale and has been identified on the ALTA survey since the property has been listed. He noted this has been reviewed by the City Attorney and includes some minor wording changes and Vineyard is securing the easement on behalf of Rocky Mtn. Power. Mr. Cowie stated this issue will be brought back to the Council at the next available meeting.

COUNCILMEMBER HOYT MOVED TO CONTINUE CONSENT AGENDA ITEM “B” TO THE NEXT AVAILABLE MEETING. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE

THE MOTION CARRIED UNANIMOUSLY.

5. **Open Session for Public Comment** – Mayor Acerson called for any public comment not listed as an agenda item. There were no public comments.

CURRENT BUSINESS

6. Review & Action — 2018 PARC Tax Mini-Grant Funding Recommendation.

The City Council allocated a portion of 2018 PARC (Parks, Arts, Recreation, and Culture) tax funds to be set aside for funding of mini-grants for non-profit cultural arts organizations with a heavy presence in Lindon. After advertising the grant opportunity, the City received three applications. For the 2018 funding cycle it is recommended that the Council approve all three grant application requests in the total amount of \$13,252.75

Heath Bateman, Parks & Recreation Director, was in attendance to address the Council for this agenda item. Mr. Bateman explained the application deadline for the 2018-19 PARC Mini Grants application closed on April 10th. He noted he received three completed applications for consideration for funding and has reviewed them and all are qualified. He indicated the funds are available and there is a healthy reserve. Mr. Bateman then referenced the brief description of each request followed by his recommendation for funding as follows:

1. Lindon Chamber Music Society.

The Lindon Chamber Music Society strives to bring quality instrumental and vocal music into Lindon. They are a qualifying organization as per the PARC Tax Grant Policies. The Chamber Music Society request funding for contracting professional performers and instructors, marketing and advertising, administrative salaries and rental space at the community center. The Chamber received funding for the last 4 years. The Chamber currently uses the Lindon Community Center as a practice and performance venue.

They have requested \$7,500 for the following:

- \$2,000 for Contract Services
- \$500 for Marketing and Advertising
- \$4,000 for Other Salaries
- \$1,000 for Space Rental (Community Center)
- TOTAL REQUEST \$7,500

Recommend Award \$7,500

2. Lindon Elementary PTA

The PTA for Lindon Elementary requests funds to purchase musical instruments the District and School cannot purchase to enhance the music learning program at the school. There is a question about the PTA as a qualifying organization. In PARC Tax Policies 1.5.3 prohibits the use of funds for Public Schools and /or school programs. The PTA however is a separate 501c3 organization.

They have requested \$2,752.75 for the following:

- 1 Studio 49 Series 1600 BM Base Metallophone for \$1,069

- 1 Studio 49 Series 1600 AM Alto Metallophone for \$494.00
- 1 Studio 49 Series 1600AX Alto Xylophone for \$574.00
- 1 Studio 49 Series 1600 SX Soprano Xylophone \$409.00
- 1 Studio 49 Series 1600 Gad Alto Glockenspiel for \$98.00
- Shipping \$108.75
- TOTAL REQUEST \$2,752.75

Recommend Award \$2,752.75

3. Timpanogos Storytelling Institute.

The Timpanogos Storytelling Institute is dedicated to establishing and embracing programs, festivals, events, organizations and products that use the power of story to strengthen individuals, families and communities. The Timpanogos Storytelling Institute was funded in 2017/18. The institute would like funding to support a free public performance by a national professional storyteller Bill Lepp at the Lindon Community Center in January 2019 as well as 2 performance assemblies at local Lindon Elementary Schools for students. \$500 is requested for Mr. Lepp's traveling fees.

They have requested the following:

- \$1,000 performance fee for Bill Lepp free public performance at the Lindon Community center.
- \$1,500 for Bill to perform at 2 Lindon Elementaries 250 for 25 free tickets for Lindon Senior Center Participants to attend the festival.
- \$500 for travel costs.
- TOTAL REQUEST \$3,000

• Recommend Award \$3,000

PARC Tax budget allocation: \$15,000

Total Grants recommended: \$13,252.75

Councilmember Hoyt asked if the amount the Lindon Chamber Music Society requested is more than they have requested in the past. Mr. Bateman confirmed that statement noting some of that money is "in kind" to give back to Parks & Rec. as revenue. Mr. Bateman stated he recommends approval. Councilmember Lundberg made mention the Lindon Chamber Music Society brings in many good artists and events to the community that are free to the public and the orchestra program draws students from around the valley. Councilmember Broderick stated he feels these three organizations are great with the programs they provide to the community that are free of charge.

Mayor Pro tem Lundberg called for any further comments or discussion from the Council. Hearing none she called for a motion.

COUNCILMEMBER BRODERICK MOVED TO APPROVE THE 2018 PARC TAX MINI-GRANT FUNDING APPLICATIONS AS RECOMMENDED. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

2 COUNCILMEMBER LUNDBERG AYE
 COUNCILMEMBER BEAN AYE
 4 COUNCILMEMBER HOYT AYE
 COUNCILMEMBER BRODERICK AYE
 6 THE MOTION CARRIED UNANIMOUSLY.

8 **7. Review & Action — Fee Waiver Request; PG-Lindon Chamber of**
Commerce. The City Council will review and consider a request by the Pleasant
 10 Grove–Lindon Chamber of Commerce to reduce the fee for a one-time Aquatics
 Center group rental from \$1,500 to \$900.

12 Mr. Bateman referenced the associated Fee Waiver/Reduction Request
 14 application materials from the PG-Lindon Chamber of Commerce. He explained that
 technically the fee waiver/reduction application process has been specific to the
 16 Community Center rentals only. However, as the Chamber is a city-sponsored
 organization and was seeking relief in partial fees for a Chamber event to be held at the
 18 Aquatics Center, the Parks Department felt the waiver/reduction application process was
 appropriate for the Council to review and consider this one-time request from the
 20 Chamber of Commerce.

22 Josh Walker, Executive Director with the PG/Lindon Chamber of Commerce was
 present to address this request. Mr. Walker explained they don't need the flow rider and
 they are not asking for concessions; they are trying to minimize the number of needed
 24 employees and lessen the impact to the city. He noted they really don't need the whole
 night, perhaps just three hours. They are planning this thank you BBQ for Chamber
 26 members and families as they are looking for tangible benefits and a lot of businesses are
 unaware of the Lindon Aquatics Center.

28 Councilmember Hoyt expressed his concerns about setting a precedent with
 reducing the fee waiver. He noted the Council is heavily invested in the future of the
 30 Chamber and this may be another way to support them, however it is not something the
 Council takes lightly, but it is a good way to support the businesses and the Chamber.

32 Mayor Pro tem Lundberg called for any further comments or discussion from the
 Council. Hearing none she called for a motion.

34 COUNCILMEMBER HOYT MOVED TO APPROVE THE APPLICATION TO
 36 REDUCE THE AQUATICS CENTER RENTAL FEE FOR THE PG-LINDON
 CHAMBER OF COMMERCE. COUNCILMEMBER BRODERICK SECONDED THE
 38 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG AYE
 40 COUNCILMEMBER BEAN AYE
 COUNCILMEMBER HOYT AYE
 42 COUNCILMEMBER BRODERICK AYE
 THE MOTION CARRIED UNANIMOUSLY.

44 **8. Concept Review — Castle Park Offices, 126 S. Main.** Eric Barzeele, Castle
 46 Park, requests feedback regarding proposed offices and shared parking with the
 event center. The subject property is in the General Commercial (CG) zone.

2 *At this time Councilmember Hoyt recused himself from this item due to a potential*
 4 *conflict of interest and stepped out of the Council Chambers.*

6 Hugh Van Wagenen, Planning Director, invited the applicants, Amy and Eric
 8 Barzeele and Ed Axley with Davies Design Build forward. Mr. Van Wagenen explained
 10 the site plan application for this type of permitted development is not something that
 12 would normally come to the City Council for review and would typically be reviewed
 only by the Planning Commission. However, the applicant's desire feedback from both
 the Planning Commission and the City Council prior to submitting a formal site plan
 development application. He reminded the Council a Concept Review is for providing
 general feedback only with no motion necessary.

14 Mr. Van Wagenen further explained the applicant is requesting feedback on a
 16 proposed office project that would share parking with the existing events center. The
 18 remaining buildings and residences would be removed. He indicated the applicant may
 20 decide to keep additional space around the events center for a garden or grove area. He
 22 noted the property (Castle Park) is currently located in the General Commercial (CG)
 zone and the General Plan Land Use Map identifies this area as Commercial. He then
 presented photos of the site for discussion.

24 Mr. Van Wagenen commented the Planning Commission reviewed this item on
 26 April 10, 2018. He then referenced the discussion and feedback including the following
 items:

- Potential for improvements on Main Street
- Potential traffic counts
- Shared parking and offset hours to avoid congestion
- Potential phasing of the site.

28 He noted the applicant also provided a list of the various businesses they found
 30 currently in office buildings the size they are proposing, of which a commercial realtor
 said the list was an accurate representation.

32 *Insurance agents (P), mortgage companies (P), builders (Professional Office (P),*
Building Construction – General Contractor, Office & Storage (N)), accountants (P)
small law offices (P), property managers (P), investment groups/advisors (P)
mental health (Family & Behavioral Counseling (P)), NGO's (Professional Office (P))
Off-site offices for local/regional businesses such as restaurants/etc. (Professional Office
(P), Tech company offices (not support or call centers) for phone, satellite, etc.
(Professional Office (P), a few physical therapy and massage places (P), financial &
processing businesses of various types.

38 Mr. Van Wagenen then explained that any redevelopment of the property will
 40 need to comply with all applicable codes and ordinances (i.e. site plan: landscaping,
 parking, setbacks, etc.; development manual, access and circulation, public improvements
 and engineering, architectural design standards).

42 He then referenced Lindon City Code (parking): 17.18.040 Mixed occupancies
 44 that states the following: in the case of mixed uses in a building or on the lot, the total
 requirements for off-street parking facilities shall be the sum of the requirements for the
 various uses computed separately.

46 Mr. Van Wagenen explained that exceptions to the minimum parking standards
 may be granted in order to reward users of mass transit and to allow applicants options to

2 reduce parking spaces in order to save construction costs and reduce land area needed for
 4 parking. Exceptions to the minimum parking standards may be granted upon approval by
 the Planning Director and City Engineer as follows:

1. Shared parking agreements. Joint use of required parking spaces may occur where
 6 two or more uses on the same or separate sites are able to share the same parking
 spaces because their parking demands occur at different times. The Planning
 8 Director and City Engineer may approve joint use of required nonresidential
 parking spaces between two lots and/or uses upon a determination that no
 10 substantial conflict in the periods of peak demand would occur from the shared
 parking allowance. The total number of spaces provided between the uses shall be
 12 at least equal to the sum of the minimum number of spaces required for each use.
 Applicants requesting the use of shared parking shall submit the following
 14 documentation as part of a building permit, business license, or land use
 application:

- 16 a) The names and addresses of the uses and of the owners and tenants that
 are sharing the parking;
- 18 b) A detailed site plan showing the location and number of parking spaces
 that are being shared. The shared spaces shall be no more than 350' away
 20 from the buildings or uses being served and shall have a safe and
 convenient pedestrian connection provided between the shared parking
 22 and the building or use. The shared parking allowance and/or pedestrian
 connection shall be signed and identified at both the use being served and
 24 the shared parking location;
- 26 c) An analysis showing that the peak parking times of the uses occur at
 different times and that the parking area will be large enough for the
 anticipated demands of both uses; and
- 28 d) A legal instrument written to the satisfaction of Lindon City that may
 include easements or deed restrictions that guarantee access to the parking
 30 for both uses in perpetuity.

32 Mr. Van Wagenen stated the documents must state that new uses that require
 more parking spaces, or have similar peak parking times, will not be permitted by Lindon
 34 City unless the minimum required parking is constructed to accommodate both the new
 use and the existing uses which have claim on the shared parking agreement and said
 36 instrument(s) shall be signed by all property owners involved and shall be recorded
 against each property at the County Recorder's Office.

38 Mr. Van Wagenen then referenced the Building Elevations and Concept Plan
 followed by some general discussion. He then turned the time over to the applicant for
 40 comment.

Mr. Barzeele explained this small office concept is the one that seems feasible to
 42 make the best use of the land, as they are not fully making it as just a reception center and
 need an alternative to have both entities succeed. They are partners with this project and
 44 this is an ideal location for this type of development and for these types of businesses in
 Lindon. He noted the northern three buildings were added on the site plan, but they will
 46 be built on a tiered plan as they lease out. Mr. Axley said the plan is for business space
 and not retail as it is not located right on state street. He noted they also did some

research this past year with realtors as to what the best use would be for this property. The heights of the buildings will not exceed 25 ft. including the parapet so they will be lower than the surrounding properties. They feel this will be a great project and will be within the current zoning. Mr. Axley stated this will create a gravitational pull to the area. They want to have a good project that Lindon and the neighbors can feel good about. They will also create a buffer between the commercial and residential.

Councilmember Bean commented that overall the Planning Commission was positive and open about this concept.

Mr. Barzeele stated they went through a lot with the original approval years ago. He expressed that they complied with all issues; he is hopeful it won't take as long with this concept. He understands there are regulations and they will comply with all requests. Mr. Van Wagenen stated it will be reviewed when it comes in as an official submittal; when requesting an exception is when it has to go through the channels so the process goes smoothly. He reminded the Council site plans are reviewed by the Planning Commission and do not come before the City Council.

Mayor Pro tem Lundberg commented staff will work with them on the architectural guidelines and all requirements. Mr. Van Wagenen commented it will be a nice injection into the area. Mayor Pro tem Lundberg called for any further comments or discussion from the Council. Hearing none she moved on to the next agenda item.

9. **Public Hearing — Ordinance Amendment, Lindon City Standard Land Use Table.** Lindon City requests approval of Ordinance #2018-6-O containing an amendment to the Lindon City Standard Land Use Table to allow vehicle services centers in conjunction with new vehicle dealerships. The Planning Commission recommends approval.

Councilmember Hoyt rejoined the meeting at 7:57 pm.

COUNCILMEMBER BEAN MOVED TO OPEN THE PUBLIC HEARING.
COUNCILMEMBER BRODERICK SECONDED THE MOTION. ALL PRESENT
VOTED IN FAVOR. THE MOTION CARRIED.

Mr. Van Wagenen gave a brief background of this item noting this is a request by staff. He explained the Mercedes-Benz of Lindon recently vacated their business in Lindon in the PC 1 zone to relocate to Draper. He noted the Murdock Hyundai group is in the process of purchasing the Mercedes-Benz lot from the Larry H. Miller Group, which would allow for an expansion of the Murdock campus (currently in the PC 2 zone). As part of the expansion, Murdock plans to use the Mercedes-Benz building to expand its vehicle service center. He noted vehicle service centers perform services such as oil changes, tire rotations, emissions checks, tune-ups, etc.

Mr. Van Wagenen pointed out although it is common practice to have a service center as part of a new vehicle dealership, in the PC 1 and PC 2 zones, stand-alone Auto Lube & Tune-up and General Auto/Vehicle Repair shops are not permitted. He indicated to ensure there are no issues with Murdock utilizing the former Mercedes-Benz building as a service center, staff is requesting this change on the Standard Land Use Table.

Mr. Van Wagenen noted this code change will not substantially change the current practice at new dealerships, but rather clarify that service centers are permitted with new dealerships even if stand-alone service centers are not permitted in the same zone. He then referenced ordinance #2018-6-O and the PC 1 and PC 2 Zoning Maps followed by some general discussion. Following discussion, the Council was in agreement that Murdock Hyundai has been a great business partner with the City and this will be a good use of the vacated building.

Mayor Pro tem Lundberg called for any public comments. Hearing none she called for a motion to close the public hearing.

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Mayor Pro tem Lundberg called for any further comments or discussion from the Council. Hearing none she called for a motion.

COUNCILMEMBER HOYT MOVED TO APPROVE ORDINANCE AMENDMENT 2018-6-O AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BEAN	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE

THE MOTION CARRIED UNANIMOUSLY.

10. COUNCIL REPORTS:

Councilmember Hoyt – Councilmember Hoyt reported he attended the Chamber of Commerce luncheon along with Councilmember Lundberg which was a good event. They talked with a representative from St. Johns Property about the city property. He also reported the Historic Preservation Commission yard of the month program will start in May and they are open for suggestions for the neighborhoods (west, central & east) to be awarded.

Councilmember Broderick – Councilmember Broderick reported he attended the bi-monthly engineering meeting with Mayor Acerson, Adam Cowie and JUB Engineers. He also gave an update of the discussion items from the meeting. He noted the north union canal water will be flowing soon for the secondary water and will most likely be turned on the first to the end of next week. He stated Brad Jorgensen, Public Works Director, talked about the need to inform/notice residents with Facebook posts, email blasts, Everbridge notification system, etc. to check their pipes and lines and watch for leaks etc. before the secondary is turned on as to avoid any potential flooding or problems.

Councilmember Bean – Councilmember Bean reported the Planning Commission approved the doTerra distribution center and overall the product looked pretty good. He noted a new zone was created and we should be pleased with the development.

Councilmember Lundberg – Councilmember Lundberg reported she attended the Chamber of Commerce luncheon along with Councilmember Hoyt and Josh Walker. She noted there is a lot of synergy and great things going on with the Chamber. She also met with Ron Clegg to discuss future grants for Parks and Recreation and hopefully there will be some more matching fund opportunities. Councilmember Lundberg asked Mr. Van Wagenen if EdcUtah has the marketing package done yet. Mr. Van Wagenen replied it is still in rough draft form at this point. Councilmember Lundberg also asked if there is a switch to control the lights at the Hollow Park pickle ball court. Councilmember Broderick replied there is an override switch on the east side of the fence with a sign and a button to push to adjust the lights.

Councilmember Magleby – Councilmember Magleby was absent from the meeting.

Mayor Acerson – Mayor Acerson was absent from the meeting.

11. **Administrator's Report:** Mr. Cowie reported on the following items followed by discussion.

Misc. Updates:

- April newsletter
- May newsletter article: Daril Magleby - Article due to Kathy Moosman last week in April
- City Center Elevator: CDBG request was not approved in this funding cycle. Will try again next year
- Geneva park property listing - status update
- UTOPIA/UIA update
- Emergency Operations Center (EOC) ham radio volunteers will be operating out of the City Center upstairs conference room at 9pm on the 3rd Tuesday of each month for equipment testing
- Misc. Items

Upcoming Meetings & Events:

- April 6th-14th Spring Clean-up – (dumpsters available throughout City)
- April 25th-27th – ULCT Spring Conference in St. George
- April 27th at 5:30pm to 7pm – Arbor Day celebration at Community Center
- Mid-to-Late April – Pressure Irrigation System will be turned on (depending on when water is in the North Union Canal)

Mayor Pro tem Lundberg called for any further comments or discussion from the Council. Hearing none she called for a motion to adjourn.

Adjourn –

2 COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING
AT 8:41 PM. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL
4 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

6 Approved – May 1, 2018

8
10 _____
Kathryn Moosman, City Recorder

12
14 _____
Carolyn Lundberg, Mayor Pro tem

DRAFT

Item 4 – Consent Agenda – *Consent agenda may contain items which have been discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion or may discuss individual items as needed and act on them separately.*

- a) Authorize the Mayor to sign a utility franchise agreement between Lindon City and MCImetro Access Transmission Services, Corp. d/b/a Verizon Access Transmission Services to allow operation and maintenance of telecommunications facilities within the city limits and rights-of-way of Lindon City. The City Attorney has reviewed the agreement and is comfortable with approval by the Council. **The utility franchise agreement from MCImetro was not received by the time the staff report was sent. The agreement will be forwarded separately when received from MCImetro.**
- b) Authorize the Mayor to sign the 2018 Utah County Municipal Recreation Grant application. The Parks & Recreation Dept is applying for \$5,593.35 towards wind netting to be installed at the Hollow Park pickle ball courts, with city committing an additional \$3,171.65 from PARC tax funds. The city portion of funds have been previously budgeted.

Sample Motion: *I move to approve the Consent Agenda items.*



Utah County Commission

Bill Lee
Greg Graves
Nathan Ivie

100 East Center Street
Suite 2300
Provo, UT. 84606

801-851-8136
Fax 801-851-8146
www.utahcounty.gov

2018 Municipal Recreation Grant Application

Application deadline is MAY 4, 2018 @ 5:00 P.M.

Municipality: LINDON CITY

Name of Preparer/Contact Person: HEATH BATEMAN

Mailing Address: 25 N MAIN, LINDON, UTAH 84042

Phone: 801-769-8625 E-mail: hbateman@LINDONCITY.ORG

Grant Amount Requested 2018: \$ 5,593 35

2017: \$ _____ (if eligible)

TOTAL: \$ 5,593 35

Project Name: HOLLOW PARK PICKLEBALL COURT WIND SCREEN

Project Location: HOLLOW PARK (300E. 400N.)

Project Type: (Please check all that apply.)

☐ Tourism Promotion

☐ Tourism Facility

☐ Cultural Facility

☒ Recreational Facility

☐ Convention Facility

Please submit a detailed project description with application

Date Approved by Municipal Council: _____

Mayor Signature

Date

FOR COMMISSION OFFICE USE ONLY

Application Received by Commission Office	County Attorney Review	Commission Approval/Agreement #	Agreement Sent to Municipality	Signed Agreement Received by Commission Office	Receipts Received by Commission Office	PO Sent to County Auditor	Funds Paid

Utah County Commission

2018 Municipal Recreation Grant



DETAIL PLAN:

Lindon City Proposes to use our 2018 Recreation Grant to purchase and install wind netting at the new Hollow Park Pickleball Courts.

In 2017, Lindon City built 4 pickleball and 1 tennis court at Hollow Park (300 E 400 N). We would like to use the 2018 Municipal Recreation Grant to fund wind screening on the fences within the pickleball courts. This will reduce wind in the play area as well as give a small amount of sound containment.



Total Project Cost	Estimated Cost
Fence screening	\$8,765.00
Municipal Grant	\$5,593.35
City Remaining	\$3,171,65

Thank You,

Heath G. Bateman
 Lindon City Parks & Recreation Director
 25 North Main
 Lindon, Utah 84042
 801-769-8625
hbateman@lindoncity.org

Item 5 – Open Session for Public Comment *(For items not on the agenda - 10 minutes)*

6. Public Hearing — Consideration of Offer on Sale of Real Property; Res #2018-12-R
(25 mins)

The City Council will review and consider an offer received on nine acres of surplus real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012). The property has been listed for sale by the City since the fall of 2015. The nine acre section of this parcel was officially declared by the City Council as surplus real property through Resolution #2017-15-R.

Background information and dates of some more recent public meetings and public hearings regarding the disposal of this property are outlined in the attached Resolution #2018-12-R. The Lindon City Council has already declared the land as surplus real property and, having an offer near the listing price in hand, is now accepting public comment on the offer and sale. The property is zoned as Light Industrial.

The City Council will accept public comment on and consider an offer received from the Town of Vineyard for purchase of real property owned by Lindon City which land was declared surplus in June of 2017. The listed asking price on the nine-acre parcel is \$4.75 per square foot. The buyers offering price is \$1,822,986 as calculated at \$4.65 / sq. ft. of deeded land.

The Town of Vineyard is considering purchase of the entire 9-acre parcel to locate their future public works facility and yard on the site. Vineyard has expressed interest in changing the city boundary between Lindon and Vineyard so that the 9-acre parcel and the 600 South roadway will become part of Vineyard and removed from Lindon City limits. Vineyard anticipates that not all of the 9-acres will be needed for public works uses and may at some point sell lots to private entities as surplus land. Lindon City is concerned about loss of potential taxable land. Therefore, to protect Lindon's interests in keeping taxable land within its boundaries, it is feasible to record a deed restriction on the property so if Vineyard sells surplus property that then becomes private, taxable land the boundary line between cities must be changed back so that the taxable properties are within Lindon City.

If Lindon accepts an offer that involves a condition regarding boundary adjustments between the cities, a separate process is required to be followed in order to change city boundaries.

Sample Motion: I move to (approve, continue, deny) Resolution #2018-12-R (accepting, rejecting, proposing a counter offer on) the purchase offer by the Town of Vineyard.

DEED DESCRIPTIONS

Beginning at a point North 89°58'00" West, 1,688.16 feet along the one quarter Section line from the East one quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 89°58'00" West 359.04 feet; thence North 0°2'00" East 16.50 feet; thence North 89°58'00" West 541.89 feet; thence North 5°49'38" West 219.29 feet; thence North 11°30'08" West 165.19 feet; thence North 0°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 3°00'00" West 534.20 feet; thence North 3°59'08" West 445.38 feet; thence along a 5,797.658 foot radius curve to the right 795.537 feet (chord bears South 30°30'00" East 794.913 feet); thence South 26°34'08" East 1,226.08 feet to the point of beginning and being in the Lot 2 and Lot 3 of said Section 6.

Less and excepting therefrom those lands conveyed to the Utah Transit Authority by that certain Warranty Deed recorded June 30, 2009 as Entry No. 71844:2009 of Official Records, described as follows: Beginning at the point of intersection of the Westerly right-of-way of Union Pacific Railroad, the Southeast corner of the grantor's property, and a point in a fence line, said point being South 89°03'53" West 1708.64 along the Section line and South 00°56'07" East 2604.10 feet from the Northeast corner of said Section 6; thence South 89°07'59" West 39.16 feet; thence North 27°30'11" West 1160.94 feet; thence 723.79 feet along the arc of a 5,644.65 foot radius curve to the left, chord bears North 31°10'35" West 723.29 feet through a central angle of 0°20'48"; thence North 04°53'09" West 69.44 feet to said railroad right-of-way; thence along said railroad right-of-way the following (2) two courses: 788.44 feet along of way, thence 67.965 foot radius curve to the right, chord bears South 31°28'47" East 787.80 feet, through central of 0°75'13"; thence South 27°30'11" East 1178.49 feet to the point of beginning.

Also less and excepting any lands lying Northerly and Easterly of the property described above and on that certain Warranty Deed recorded June 30, 2009 as Entry No. 71844:2009 of Official Records.

SURVEY DESCRIPTIONS

Parcel 1

Commencing at a point located North 00°45'11" West along the Section line 21.51 feet and West 1748.53 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 669.87 feet; thence North 09°35'57" West 246.63 feet; thence North 19°49'29" West 199.24 feet; thence South 78°55'43" West 98.74 feet; thence North 00°02'00" East 355.60 feet; thence South 89°58'00" East 64.06 feet; thence North 03°00'00" West 555.46 feet; thence North 03°59'08" West 270.76 feet; thence along the arc of a 5644.65 foot radius curve to the right 680.68 feet (chord bears South 30°42'52" East 680.26 feet); thence South 27°15'36" East 1160.94 feet to the point of beginning.

Area = 632,171 sq. ft. or 14.51 Acres

Parcel 2

Commencing at a point located North 00°45'11" West along the Section line 17.50 feet and West 2418.43 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 170.26 feet; thence North 05°49'38" West 220.82 feet; thence North 11°30'08" West 165.19 feet; thence North 00°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 03°00'00" West 534.20 feet; thence North 03°59'08" West 305.26 feet; thence along the arc of a 5644.65 foot radius curve to the right 40.02 feet (chord bears South 33°57'58" East 40.02 feet); thence South 03°59'08" East 270.76 feet; thence South 03°00'00" East 355.46 feet; thence North 89°58'00" West 64.06 feet; thence South 00°02'00" West 355.60 feet; thence North 78°55'43" East 98.74 feet; thence South 19°49'29" East 199.24 feet; thence South 09°35'57" East 246.63 feet to the point of beginning.

Area = 89,832 sq. ft. or 2.06 Acres

Parcel 3

Commencing at a point located North 00°45'11" West along the Section line 0.98 feet and West 1688.14 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°58'00" West 50.09 feet; thence North 27°15'36" West 27.96 feet; thence North 89°22'34" East 50.19 feet; thence South 26°34'08" East 28.43 feet to the point of beginning.

Area = 1,264 sq. ft.

CERTIFICATION

This survey is made for the benefit of: THE CITY OF LONDON, HONEY BADGER HOLDINGS, LLC together with its successors and assigns and UTAH FIRST TITLE INSURANCE AGENCY INC.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 8, 13, 14, 17, and 20 of Table A thereto.

Date of Plat or Map: November 4, 2016

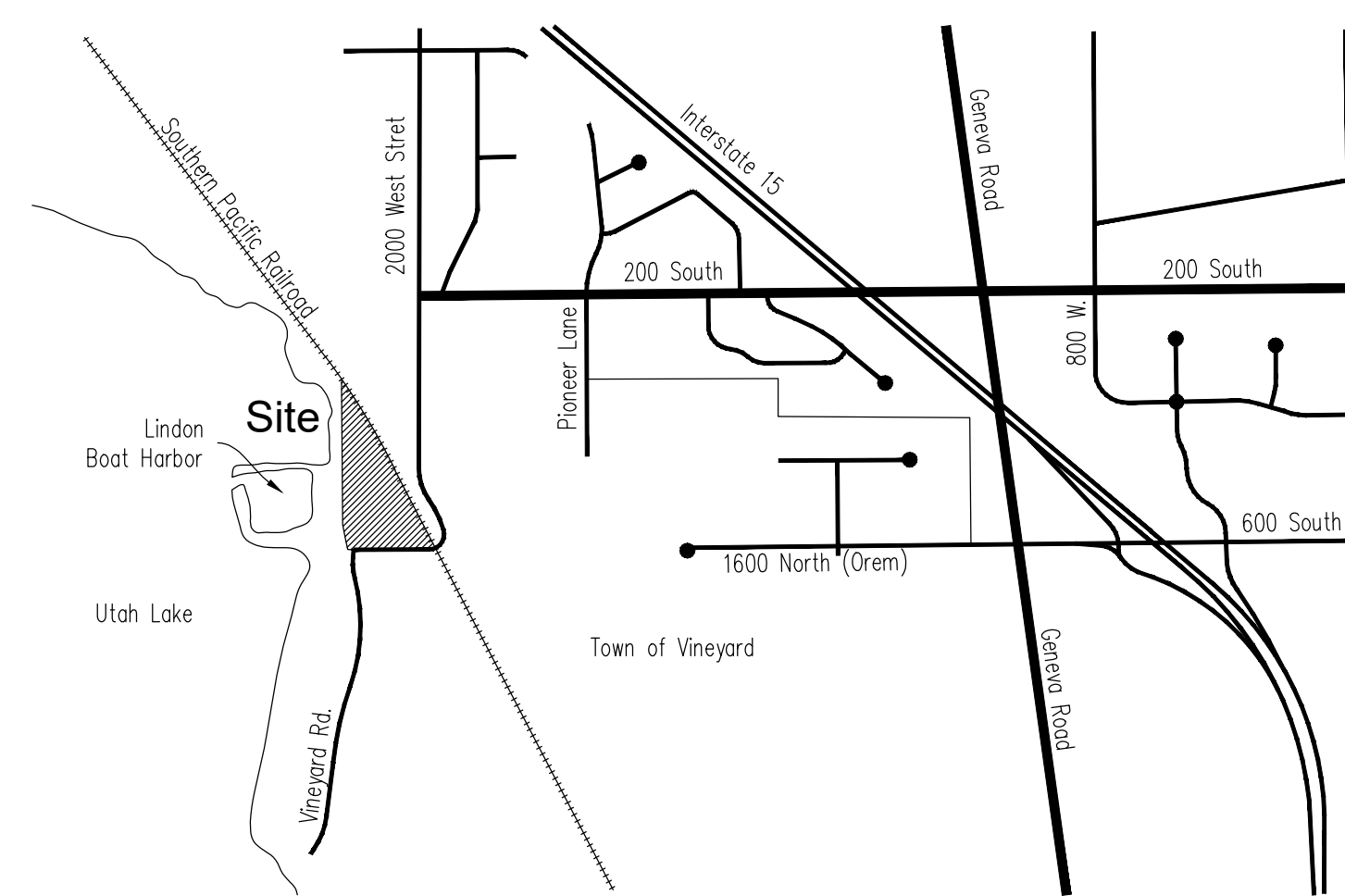
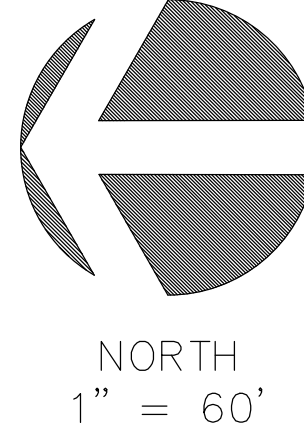
Roger D. Dudley, PLS #147089

SURVEYOR'S NOTES

- The survey and the information, courses and distances shown thereon are correct.
- The title lines and lines of actual possession are the same except as noted.
- The record description of the subject property forms a mathematically closed figure.
- The survey correctly shows the location of all buildings, structures and other improvements situated on the Premises.
- The tax parcel identification is 17:023:0012.
- There are no encroachments onto adjoining premises, streets, alleys or easement areas by any buildings, structures or other improvements, and no encroachments onto the Premises by buildings, structures or other improvements situated on adjoining premises.
- All utilities serving the Premises enter through adjoining public streets and/or easements of record; that, the property described hereon is the same as the property described in (Utah First Title Insurance Agency, Inc.) Commitment No. 28751 with an effective date of September 30, 2016, and that all easements which the undersigned has been advised or has knowledge, have been listed and plotted hereon or otherwise noted as to their effect on the subject property.
- Said described property is located within an area having a Zone Designation C by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 495517 0210A, with a date of identification of October 15, 1982, for Community Number 495517, in Utah County, State of Utah, which is the current Flood Insurance Rate Map for the community in which the Premises is situated.
- The Premises has direct physical access to 600 South Street, a public street or highway.
- The field work was completed on October 25, 2016.
- The Basis of Bearing for this survey is Utah State Plane Coordinate System (NAD 27).
- The gross land area is 16.694 acres.
- There are possible wetlands on site, however no official delineation has been performed.

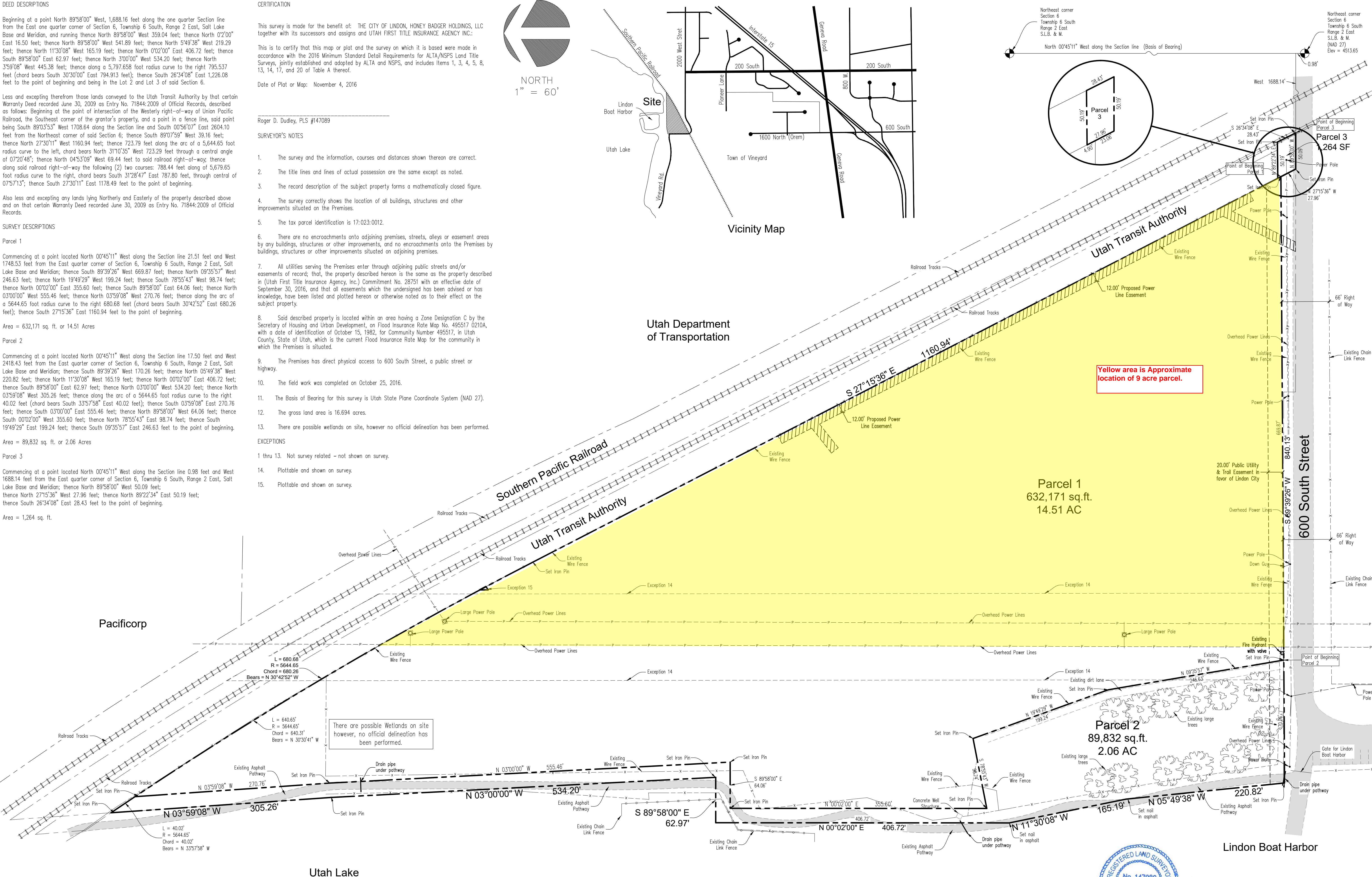
EXCEPTIONS

- thru 13. Not survey related - not shown on survey.
- Plottable and shown on survey.
- Plottable and shown on survey.



Vicinity Map

Utah Department of Transportation



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

The City of London
ALTA/NSPS Land Title Survey
Utah
London City

Revisions
11-28-2016

Date
11-4-2016
Scale
1" = 60'
By
TD
Tracing No.
L - 14239

Sheet No.
C - 1.0

RESOLUTION NO. 2018-12-R

A RESOLUTION ACCEPTING A PURCHASE OFFER ON NINE ACRES OF REAL PROPERTY OWNED BY LINDON CITY WHICH HAS BEEN DECLARED TO BE SURPLUS REAL PROPERTY.

WHEREAS, the Municipal Council of Lindon City, in conformance with the procedure for the disposal of parcels of real property as outlined in Lindon City Code Chapter 3.07, desires the disposal of nine acres of real property located at approximately 2100 West 600 South, Lindon (portion of Utah County Parcel ID #17:023:0012); and

WHEREAS, the property was identified to the public as being under consideration as disposable surplus land at the April 30, 2015 Public Safety Building open house; and

WHEREAS, in September 2015 the City Council decided to list the property for sale to gauge interest in the property; and

WHEREAS, the City received prior offers on the property and advertised and noticed the public of a hearing held on May 23, 2017 where the City Council was considering the declaration of surplus real property and to receive public comment on the disposal of the property, and

WHEREAS, additional public hearings regarding the property disposal were held on June 6, 2017 and a public on-site meeting on the property was held on June 13, 2017; and

WHEREAS, on June 20, 2017, after receiving additional public comment in a public hearing, the City Council passed Resolution #2017-15-R declaring the nine acres of real property as surplus real property; and

WHEREAS, prior accepted offers on the property have fallen through for various reasons on the buyers side of the transaction; and

WHEREAS, the City Council has received a new offer on the property from the Town of Vineyard, and has presented the terms of the offer in a public hearing held on May 1, 2018, and has determined that the offer price and conditions of the sale are acceptable and that the proceeds will benefit the public of Lindon City by funding other public purposes.

THEREFORE, BE IT RESOLVED by the Lindon City Council as follows:

Section 1. The offer submitted by the Town of Vineyard is accepted per the terms of the specific Real Estate Purchase Contract For Land and subsequent counter offers and Addendums attached as 'Exhibit A'; and

Section 2. This resolution shall take effect immediately upon passage.

Adopted and approved this ____ day of _____, 2018.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

REAL ESTATE PURCHASE CONTRACT FOR LAND

(As is Property Condition)

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer, **Vineyard City Corporation** offers to purchase the Property described below and hereby delivers to the Escrow Company, as Earnest Money, the amount of \$ 50,000 in the form of wire transfer which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Escrow Company: Utah First Title Insurance Agency, Inc - Attn: Scott Chappel Phone Number: (801) 226-8824

OFFER TO PURCHASE

1. PROPERTY: Approximately 9.0 acres of undeveloped land (see attached survey)

also described as: 2100 West 600 South

City of Lindon County of Utah State of Utah, ZIP _____ (the "Property").

1.1 Included Items. (specify) _____

1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.

☐ _____ Shares of Stock in the _____ (Name of Water Company)

☐ Other (specify) _____

2. PURCHASE PRICE The purchase price for the Property is **\$ 1,822,986**

The purchase price will be paid as follows:

\$ 50,000.00 **(a) Earnest Money Deposit. Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$ _____ **(b) New Loan.** Buyer agrees to apply for one or more of the following loans:

☐ **CONVENTIONAL** ☐ **OTHER (specify)** _____

If the loan is to include any particular terms, then check below and give details:

☐ **SPECIFIC LOAN TERMS** _____

\$ _____ **(c) Seller Financing.** (see attached Seller Financing Addendum, if applicable)

\$ _____ **(d) Other (specify).** _____

\$ 1,772,986.00 **(e) Balance of Purchase Price in Cash at Settlement.**

\$ 1,822,986.00 **PURCHASE PRICE. Total of lines (a) through (e)**

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (Y2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents

have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☒ Upon Closing ☐ Other (specify)

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract: [] Seller's Initials [] Buyer's Initials

Listing Agent Jarrold Hunt, represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Listing Broker for Colliers International, represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as Limited Agent;

Buyer's Agent N/A, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Broker for N/A, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify). Soils tests as deemed necessary by Buyer and City Council approvals of the contract terms by both Buyer and Seller as municipalities.

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The

Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☐ **Addenda No.'s** ☐ Seller Financing Addendum ☒ Other (specify)

- a) Parties shall negotiate a satisfactory solution to water rights and utility services for the subject property.
- b) The purchase is subject to the condition that Lindon City and Vineyard Town agree to a boundary adjustment putting the property entirely within Vineyard Town and that Vineyard Town agrees that if the property or any portion thereof ever be sold by Vineyard that the property sold would then be put back into Lindon City if Lindon City requests the boundary adjustment.

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

☒ SELLER ☐ BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 AS-IS CONDITION OF PROPERTY.

10.3 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is condition without expressed or implied warranties of any kind; (b) Buyer shall have during Buyer Due Diligence as referenced in Section 8.1 an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elect to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's judgement and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.4 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclosure in writing to Buyer defects in the Property known to seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Conditional Disclosure (Land) as stated in Section 7 (a) and (c) deliver the property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provision of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Section 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause

all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

☐] SHALL

☒] MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each

Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (Le., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline May 16th, 2018 **(Date)**

(b) Due Diligence Deadline June 8th, 2018 **(Date)**

(c) Settlement Deadline June 12th, 2018 **(Date)**

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 5:00 [☐] AM [☒] PM Mountain Time on May 11th, 2018 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)
---------------------	--------------	---------------------	--------------

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

(Buyers' Names) (**PLEASE PRINT**) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. ____.

(Seller's Signature) (Date) (Time) _____
(Seller's Signature) (Date) (Time)

(Sellers' Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

[] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

7. Continued: Review & Action — Easement Agreement between Vineyard & Lindon *(10 mins)*

This item was continued from the April 17, 2018 meeting. The City Council will review and consider a Utility Right Of Way Easement Agreement between Lindon City and Vineyard Town to exchange an easement for a power line for 3-acre feet of water credit with Vineyard; water to be used on the future Geneva Resort Park.

This is a Utility Right Of Way Easement Agreement between Lindon City and Vineyard Town to exchange a 10,590 sq/ft easement for a power line for 3-acre feet of water credit with Vineyard. The water is to be used on the future Geneva Resort Park area next to the Lindon Marina. Water credit is valued at approximately \$10k. Lindon has no utility services available in this area and anticipated needing to connect to Vineyard utilities. This easement transaction came to the Council a couple years ago but had no compensation proposed, and therefore was not approved at that time. The exchange for water has been discussed for many months between Staff at the two cities, with the Vineyard Town Council recently approving this agreement. The easement area can still be used for landscaping, parking, etc. but would prohibit buildings or permanent structures. It is located adjacent to the railroad tracks on the SE corner of the property that is listed for sale, and has been identified on the ALTA survey since the property has been listed.

*** At this time Lindon City Code prohibits new overhead power lines under 35kv in size. This proposed line is 12.5kv. We have informed Rocky Mountain Power of this issue. There's a few options for the Council to consider prior to granting the easement. 1) Change the easement language to prohibit overhead power lines/poles; or 2) Change the city ordinance to allow overhead power lines west of the Commuter Rail line; or 3) Wait to see if a purchase offer is received from the Town of Vineyard to purchase the property and change the boundaries of this easement into Vineyard. We will discuss this issue further in the meeting.

Sample Motion: I move to (approve, deny, continue) the Utility Right-of-Way Easement Agreement between Lindon City and Vineyard Town with associated easement granted to Rocky Mountain Power.

When recorded, return to:

UTILITY RIGHT OF WAY EASEMENT AGREEMENT

THIS UTILITY RIGHT OF WAY EASEMENT AGREEMENT (“**Agreement**”) is made effective as of _____, 2018, by and between the City of Lindon, a Utah municipal corporation (“**Grantor**”) and Vineyard Town, a Utah Municipal Corporation (“**Town**”), collectively, the “**Parties**” and individually, a “**Party**”.

RECITALS

A. Grantor owns that certain real property located in Utah County, Utah, as identified in Exhibit A attached hereto (the “**Property**”).

B. The Town desires to obtain for the benefit of its residents an easement allowing Rocky Mountain Power (an unincorporated division of PacifiCorp) to allow it to build electric power transmission, distribution, and communication lines on, over and across the property of Grantor in substantially the form set out in Exhibit B attached hereto (“**Right of Way Easement**”).

C. Grantor owns property near and adjacent to the Property which it wishes to develop for a park or other purposes which will need a water utility to provide culinary water to the site.

D. Grantee operates a municipal water utility which is the best way to service water to the Property.

E. Subject to the limitations and conditions set forth herein, Grantor is willing to grant to Grantee an easement to Rocky Mountain Power on the Lindon Property, subject to the terms and conditions described in this Agreement.

AGREEMENT

1. Agreement to Grant of Easement. Subject only to the terms of this Agreement, Grantor hereby agrees to immediately sign and allow to be recorded the Right of Way Easement Agreement in the form as found in Exhibit B hereto.

2. Consideration. In consideration for Grantor granting to Rocky Mountain Power the Right of Way Easement, the Town agrees to be the water utility for the Property and allow Grantor to connect to the Town’s culinary water utility system and become a water utility customer and rate payer subject only to the Grantor paying all normal hookup fees and water usage rates as are charged by the Town to its water utility customer in the Town. Normally new water customers of the Town are required by the Town to pay a water impact fee and to pay a

“take down” fee to the Central Utah Water Conservancy District (CUWCD) for the right to the use of the water estimated to be used by the customer. In consideration for the granting of the Right of Way Easement, the Town agrees to waive the impact fee and be responsible, at no cost to the Grantor, to the “take down” costs for up to 3 acre feet of CUWCD water for use on the Property and the other Grantor owned property adjacent to the Property.

3. Term. The term of this Agreement and the covenants, easements, rights and conditions set forth herein are perpetual

4. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors and assigns. If a Party sells, assigns or otherwise conveys its interest in any of the subject property to a third party grantee, then any reference in this Agreement to such Party shall be deemed to be a reference to such grantee. The grantee of any portion of the subject property or any portion thereof, by acceptance of a deed conveying title thereto, whether from the original owner or from a subsequent owner, shall accept such deed upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee covenants, consents and agrees to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of property so acquired by such grantee.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Each party agrees to exchange original signatures in due course, with the original signatures being recorded in the Utah County Recorder’s Office at Town’s expense.

6. Attorneys’ Fees. In the event of any action to enforce the provisions of this instrument, the prevailing Party shall be entitled to receive reimbursement from the other Party, as determined by the court, for its reasonable costs and attorneys’ fees in an amount determined by the court and not by a jury.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflict of laws rules applicable in the State of Utah.

8. Time of the Essence. Time is of the essence of this Agreement.

9. Entire Agreement. This Agreement which includes the following Exhibits:

Exhibit A	Description of the Easement Property
Exhibit B	Form of Rocky Mountain Right of Easement

constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTOR:

LINDON CITY,
a municipal corporation

By: _____
Name: _____
Its: _____

TOWN:

VINEYARD TOWN,
a Municipal corporation

By: _____
Name: _____
Its: _____

STATE OF UTAH)
) ss.
County of UTAH)

The foregoing instrument was acknowledged before me this ____ day of ____, 2018, by _____, the _____ of LINDON CITY, on behalf of such municipality.

Notary Public

STATE OF UTAH)
) ss.
County of UTAH)

The foregoing instrument was acknowledged before me this ____ day of ____, 2018, by _____, the _____ of VINEYARD TOWN, on behalf of such municipality.

Notary Public

Exhibit A

Legal Description of the Lindon Property

South 0729'00" East 160'80" feet through Section 16, 64.68 feet to the point of beginning.

North and East of the property described above to June 25, 2020 a Entry No. 2084-0000 of record.

311' West along the Section line 21.50 feet and West of Section 16 Township 6 North Range 2 East, Salt Lake 9226' West 594.87 feet, thence North 89°25'57" West 96.24 feet, thence North 07°52'57" West 96.24 feet, thence North 89°25'57" East 64.68 feet, thence North 07°52'57" West 270.70 feet, thence along the line of 86.68 feet (about from South 32°47'50" East 680.26 feet to the point of beginning.

311' West along the Section line 17.50 feet and West of Section 16 Township 6 North Range 2 East, Salt Lake 9226' West 703.25 feet, thence North 07°52'57" West 63.19 feet, thence North 07°52'57" East 406.72 feet, thence North 07°52'57" West 534.20 feet, thence North along a 3644.45 foot radius curve to the center for 6000' North, thence North 07°52'57" East 270.70 feet, thence North 89°25'57" West 64.68 feet, thence North 07°52'57" East 98.74 feet, thence South 89°25'57" East 248.63 feet to the point of beginning.

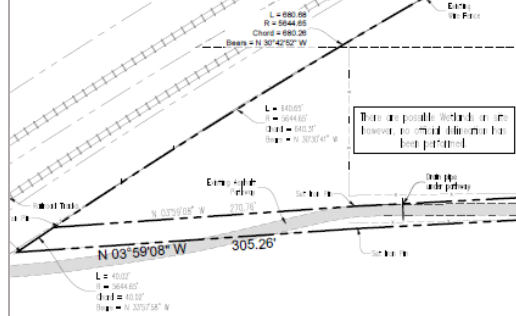
311' West along the Section line 0.98 feet and West of Section 16 Township 6 North Range 2 East, Salt Lake 9226' West 33.00 feet, thence North 89°25'57" East 30.19 feet, to the point of beginning.

2. The section and line of actual possession are the same except as noted.
3. The record description of the subject property runs a northwesterly closed curve.
4. The survey correctly shows the location of all buildings, structures and other improvements situated on the premises.
5. The map parcel identifier is 17-023-0002.
6. There are no encumbrances, including purchase, mortgage or other claims, by any building, structure or other improvements, and no encumbrances on the premises by building, structure or other improvements situated on adjoining premises.
7. All rights among the parties arise from a conveyance, public trust and/or easements of record, that the property described herein is the same as the property described in (Unit Four) Trust Agreement (Agreement No. 2455) with an effective date of September 15, 2015, and the all documents that the subject property is described in the knowledge, have been filed and placed before a notary public as to their effect on the subject property.
8. Said described property is located within and is being a Zone Description S by the State of Utah and Utah Department of Transportation (UDOT) Map No. 495517-02184, with a date of development of October 15, 1995 for Community Number 495517, in said County, Utah, and that said is the correct Road location for the community in which the premises is located.
9. The premises has direct physical access to 600 South Street, a public street or highway.
10. The field work was completed on October 25, 2016.
11. The basis of bearing for the survey is Utah State Plane Coordinate System (NAD 83).
12. The gross land area is 16,694 acres.
13. There are possible encumbrances on the premises as noted. However, no claim has been put forward.

CLOSINGS

14. Area 13. Not survey related - not shown on survey.
15. Flammable and above on survey.
16. Flammable and above on survey.

acifcorp



Utah Department
of Transportation

Southern Pacific Railroad

Utah Transit Authority

Parcel 1
632,171 sq. ft.
14.51 AC

Parcel 2
89,832 sq. ft.
2.06 AC

Lindon Boat Harbor

600 South Street

Exhibit B

Form of Rocky Mountain Right of Way Easement

REV05042015

Return to:

Rocky Mountain Power

Allen Stewart

70 North 200 East

American Fork, UT 84003

Project Name: Waters Edge Backbone

WO#: 6068179

RW#:

RIGHT OF WAY EASEMENT

For value received, LINDON CITY CORPORATION, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 12 feet in width and 732 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: City of Lindon 12' Utility Easement Description (Parcel 17-023-0012)

A perpetual easement upon part of an entire tract of property, which entire tract is described as "A TRACT

OF LAND SITUATE IN LOTS 2 & 3 OF SECTION 6, T.6 S., R.2 E., S.L.M." in that certain Special Warranty

Deed recorded as Entry 1827:2000 on the records of the Utah County Recorder, which easement is situate

in the SW1/4NE1/4 of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, which

easement is described as follows:

Beginning at a point on the westerly boundary of the Utah Transit Authority parcel which is described in that

certain Warranty Deed recorded as Entry 71844:2009 on the records of the Utah County Recorder, which

point is South 89°18'15" West 1,767.58 feet along the section line and South 00°41'45" East 2,564.50 feet

from the Northeast Corner of said Section 6; thence South 62°44'11" West 12.00 feet; thence North 27°15'49" West 32.70 feet; thence South 25°52'51" West 97.17 feet; thence North 89°58'00" West 13.33 feet; thence North 25°52'51" East 111.98 feet; thence North 27°15'49" West 628.67 feet; thence South 51°42'22" West 41.74 feet; thence North 38°17'38" West 12.00 feet; thence North 51°42'22" East 44.08 feet; thence North 27°15'49" West 46.43 feet; thence North 62°44'11" East 12.00 feet to the westerly boundary of said Utah Transit Authority parcel; thence along said boundary South 27°15'49" East 735.03 feet to the point of beginning.

The above described easement contains 10,590 square feet or 0.243 acre in area, more or less.

Basis of bearings: The line between the Northeast Corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Utah County GIS Monument No. 1520) and the East Quarter Corner of said section (Utah County GIS Monument No. 1525) bears South 89°18'15" West.

Assessor Parcel No. 17:023:0012

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20____.

***LINDON CITY CORPORATION* GRANTOR**

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notary Signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

Property Description

PARCEL

17:023:0012

LOTS 2 & 3 OF

SECTION 6,

T.6S., R.2E.,

S.L.B. & M.

PROPOSED EASEMENT

1600 NORTH

250 WEST

0 50 100

SCALE IN FEET

CC#: 11421

WO#: 6068179

NAME: WATERS EDGE

DRAWN BY: RAS

EXHIBIT B

PacifiCorp

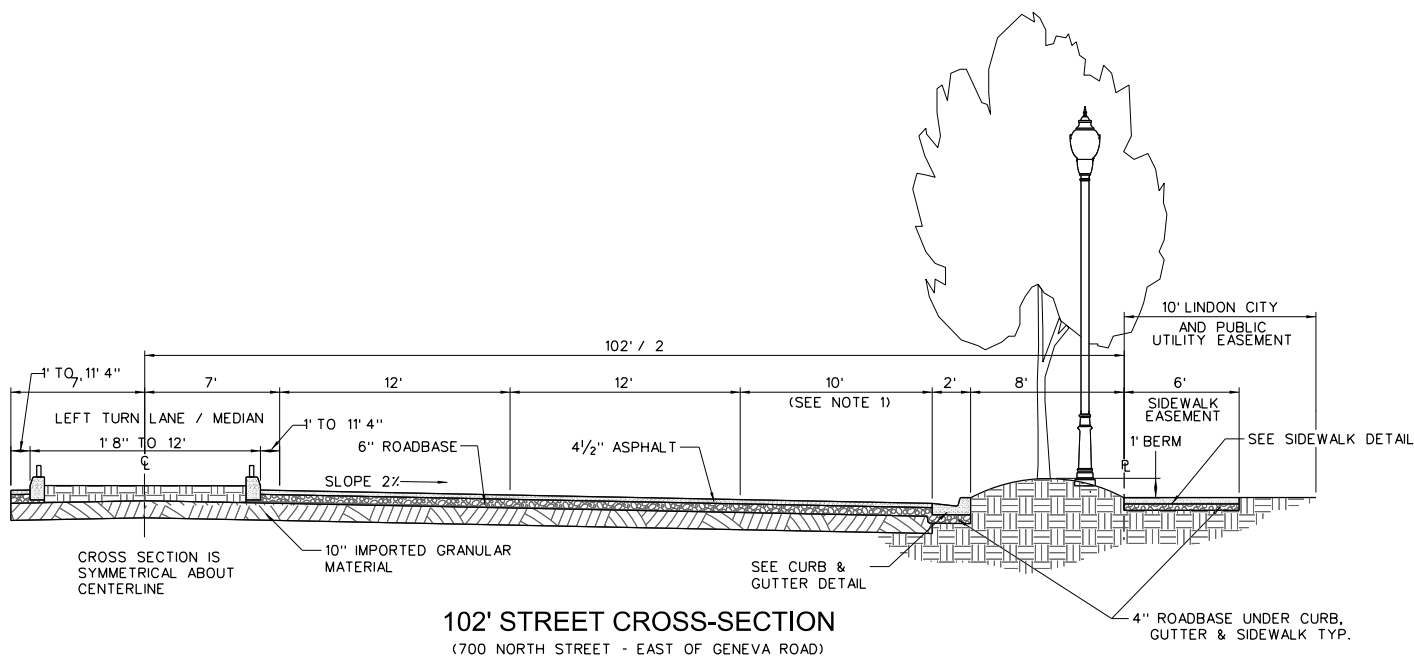
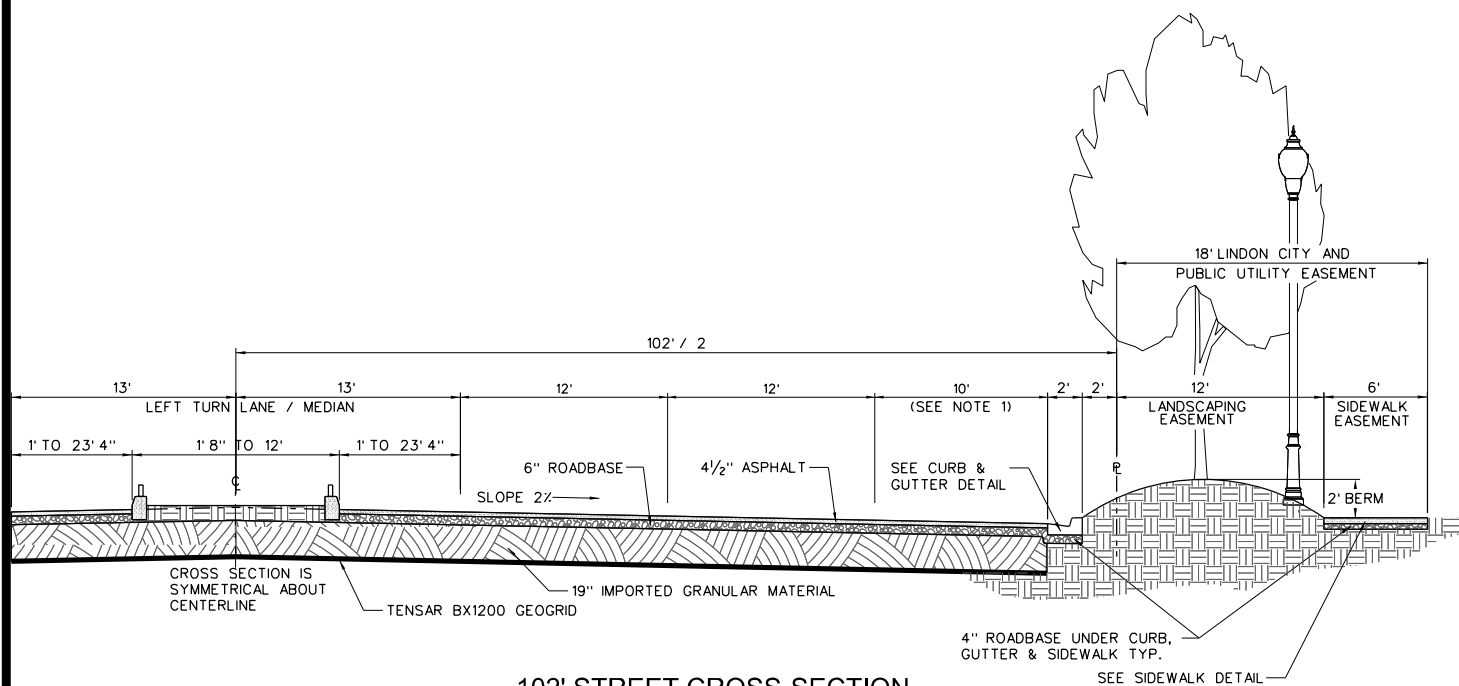
SCALE:
N/S

SHEET 1 OF 1

8. Discussion Item — 700 North Landscaping / Road Cross-section*(15 minutes)*

Lindon City Councilmember Lundberg requested that a discussion item be held concerning the cross-section of the 700 North landscaping and sidewalk areas, and building setbacks along the corridor. UDOT is proposing to widen portions of the roadway with the expectation that some of the sidewalk/landscape areas may be removed or pushed further into properties. A discussion regarding possible action to amend the cross-section will occur.

See attached materials from the Planning Department. A full discussion of these items will take place in the meeting.



NOTES:

1. RIGHT TURN LANE / EMERGENCY LANE. THIS LANE IS 5' WIDE JUST BEYOND EACH INTERSECTION, AFTER WHICH IT WIDENS TO 10' WIDE.
2. FENCES ARE TYPICALLY 2' FROM THE SIDEWALK, WITH GAPS IN THE FENCE FOR THE LIGHT POLES
3. LIGHT POLES ARE TYPICALLY 2' FROM THE SIDEWALK, AND SPACED EVERY 100 FEET.
4. TREES ARE TO BE CENTERED IN THE PLANTING AREA, AND SPACED IN ACCORDANCE WITH THE ADOPTED TREE PLANTING GUIDE.



STATEMENT OF USE

THIS DOCUMENT AND ANY ILLUSTRATIONS HEREON ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN LINDON CITY. DEVIATION FROM THIS DOCUMENT REQUIRES APPROVAL OF LINDON CITY CORPORATION AND J-U-B ENGINEERS CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REGARDING THIS DOCUMENT.

REVISION

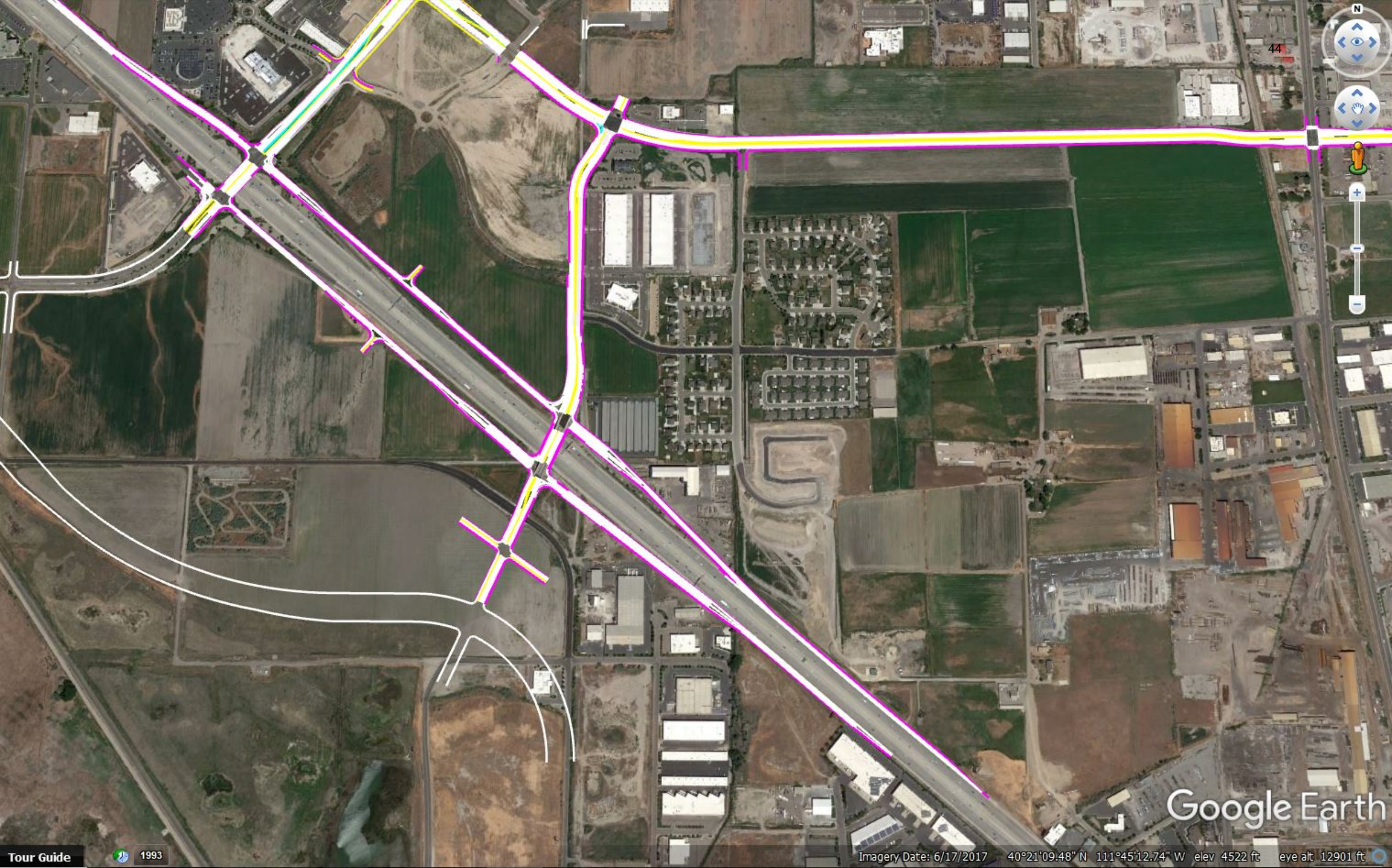
NO.	DESCRIPTION	BY	DATE
1	REPLACED PREVIOUS DETAIL WITH 700 NORTH STREET CROSS SECTIONS	CJC	MLC 12/15/06
2	UPDATED DIMENSIONS	SAC	MLC 12/22/08
3	REMOVED FENCE AND CALLOUT FROM BOTH DETAILS	EEA	MLC 3/4/15



700 NORTH STREET CROSS SECTIONS

LINDON CITY
100 NORTH STATE

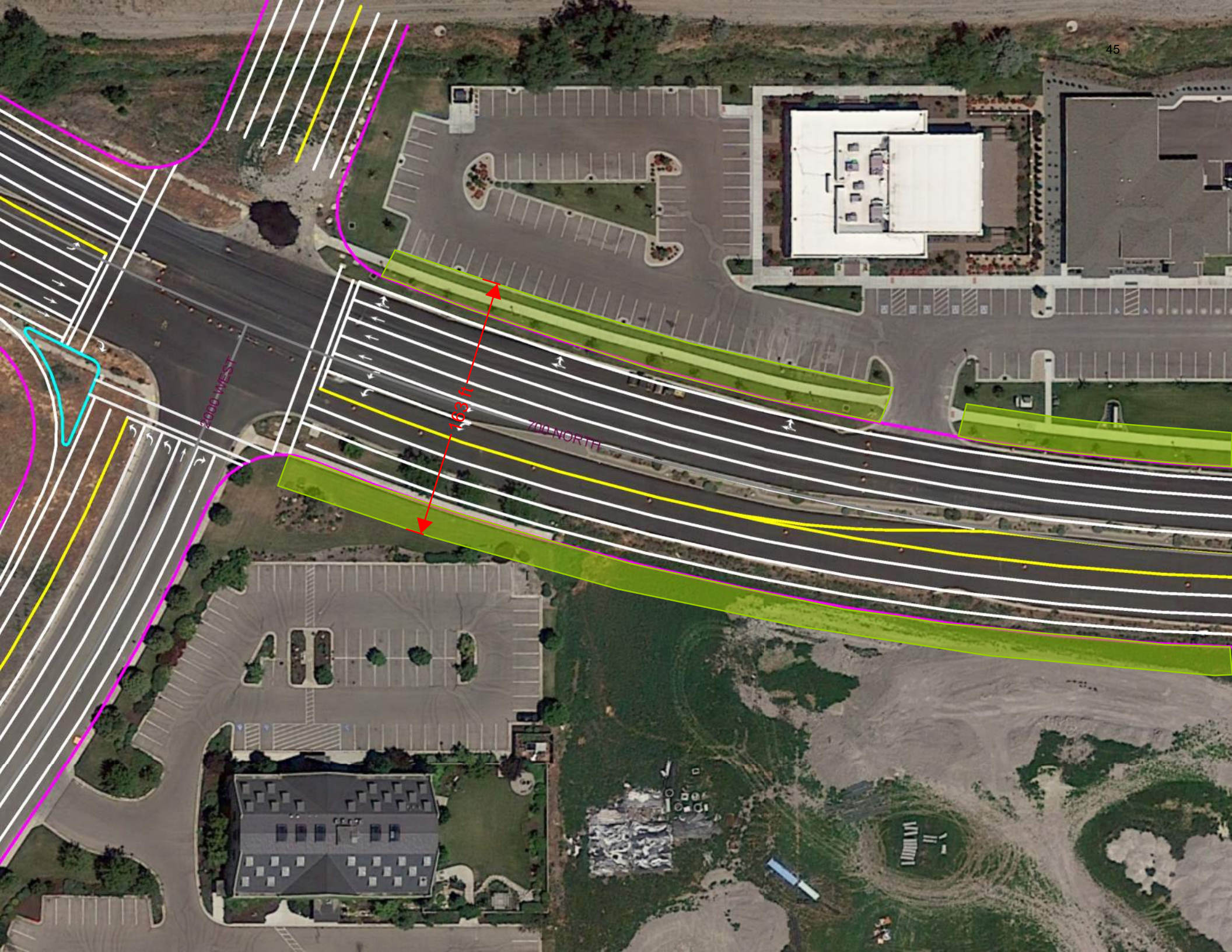
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 PLOT SCALE: 1,000
 DRAWN BY: CJC
 DESIGN BY: MLC
 CHECKED BY: MLC
 ADOPTED DATE: 07 APR 15

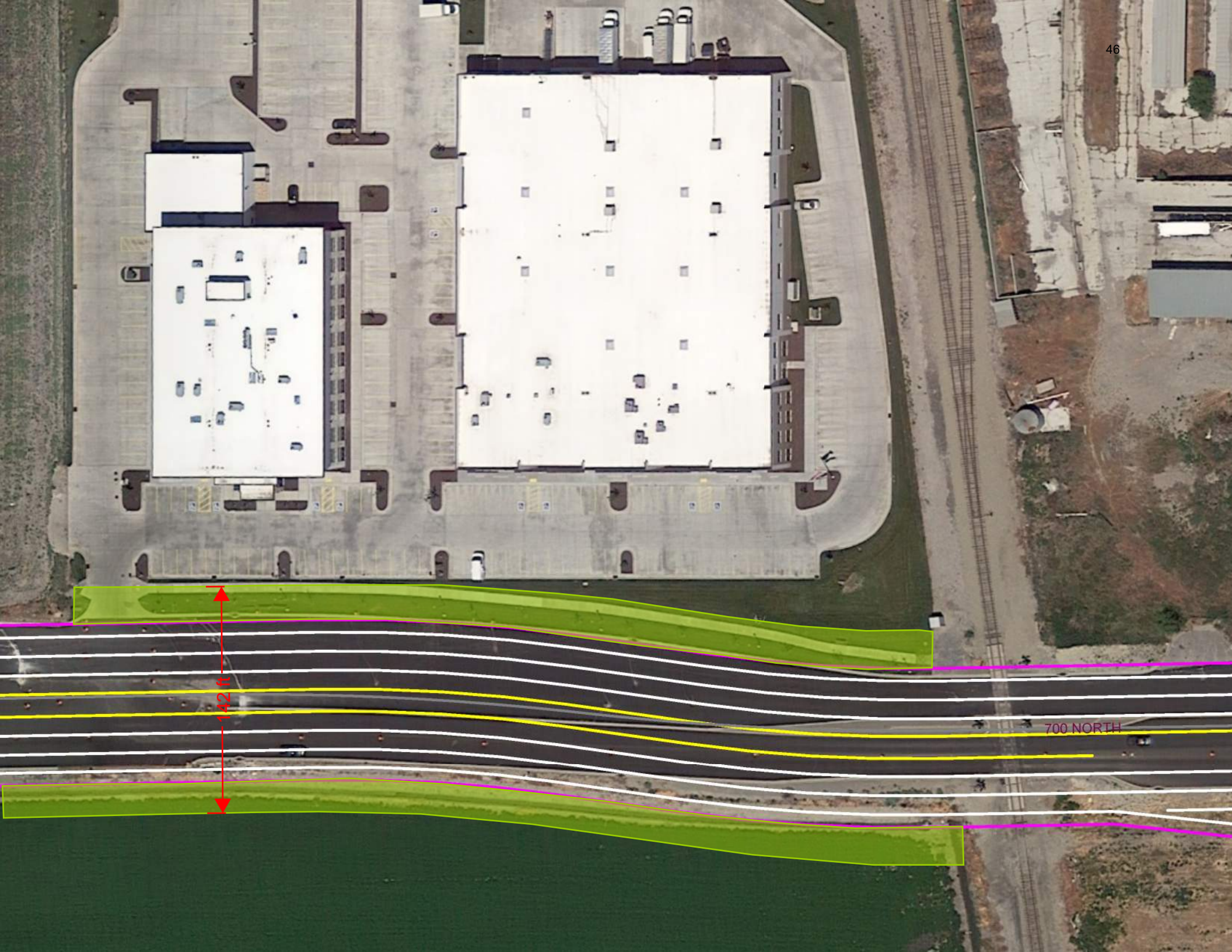


44

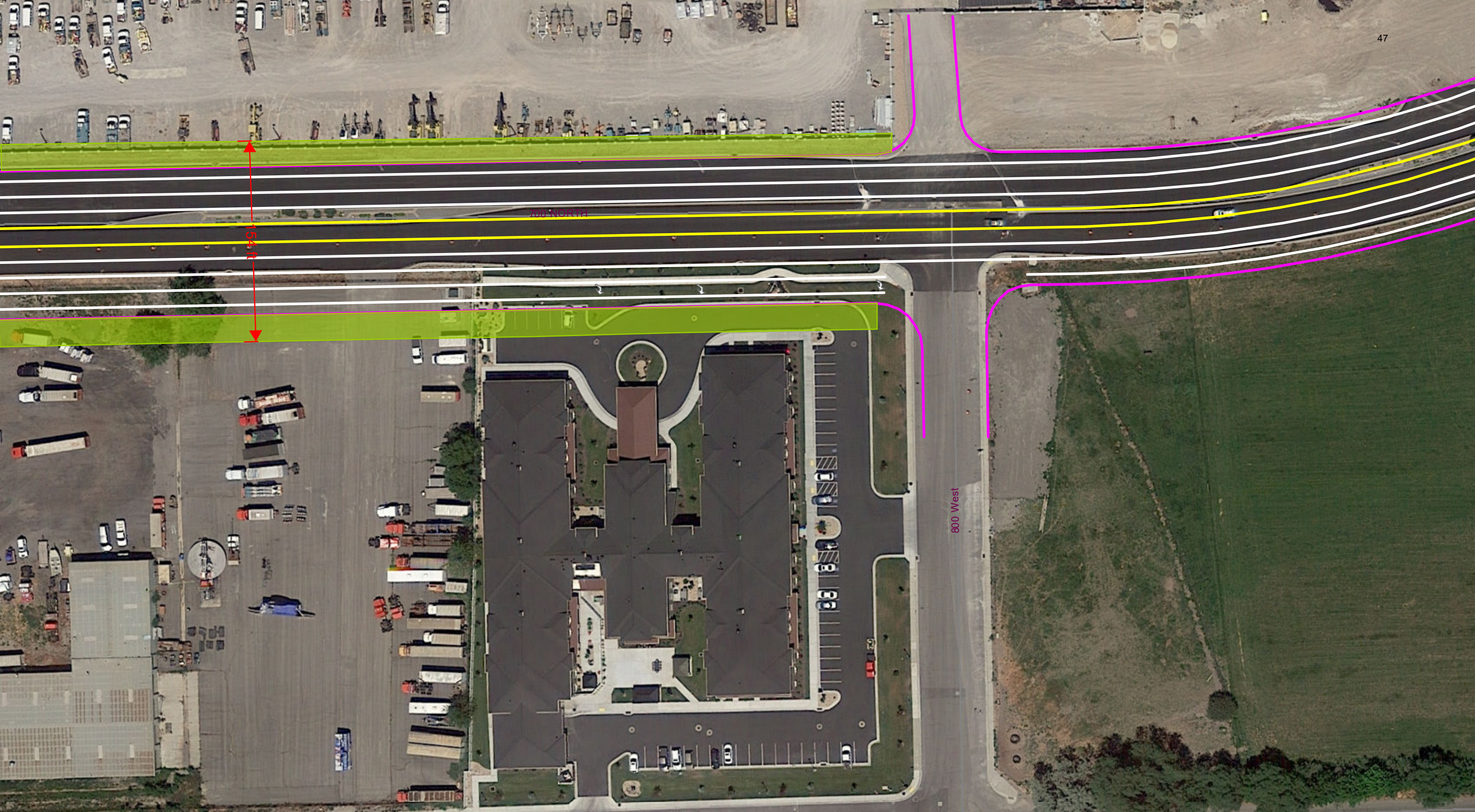
Google Earth







700 NORTH



154 ft

800 West

800 West

9. Council Reports:*(20 minutes)*

- A) MAG, COG, UIA, Utah Lake Commission, ULCT, NUVAS, IHC Outreach, Budget Committee
- B) Public Works, Irrigation/water, City Buildings
- C) Planning, BD of Adjustments, General Plan, Budget Committee
- D) Parks & Recreation, Trails, Tree Board, Cemetery
- E) Public Safety, Court, Lindon Days, Transfer Station/Solid Waste
- F) Admin., Community Center, Historic Comm., PG/Lindon Chamber, Budget Committee

- Jeff Acerson
- Van Broderick
- Matt Bean
- Carolyn Lundberg
- Daril Magleby
- Jacob Hoyt

10. Administrator's Report

(10 minutes)

Misc Updates:

- April newsletter: <https://media.rainpos.com/442/april18final.pdf>
- May newsletter article: **Daril Magleby** - Article due to Kathy last week in April
- Misc. Items:

Upcoming Meetings & Events:

- April 25th-27th – ULCT Spring Conference in St. George
- April 27th @ 5:30pm to 7pm – Arbor Day celebration at Community Center
- May 17th @ 6:00pm – Lindon Police Dept. Recognition Dinner at Community Center
- May 28th – Memorial Day Ceremony @ Lindon City Cemetery Monument to Freedom
- May 28th – city offices closed for Memorial Day

11. Closed Session

(30 minutes)

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to enter into a closed executive session for the purpose of discussion of pending or imminent litigation, or of the character, professional competence, or physical or mental health of an individual. This session is closed to the general public.

A roll-call vote is needed to enter into a closed session.

Sample Motion: I move to enter into a closed session to discuss pending or imminent litigation or of the character, professional competence, or physical or mental health of an individual.

Adjourn