Lehi City Council Meeting
Agenda
August 13, 2024

6:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 6:00 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   21.. Lehi Fiber Network Update

3. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

4. Administrative Report

5. Mayor and Council Reports
   Calendar items and outside Committee reports

6. Consideration of a Closed Session to discuss the purchase, exchange or lease of real property.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

   2.1. Lehi Waterwise Yard of the Month- Presented by the Lehi Environmental Sustainability Committee.

3. 20 Minute Citizen Input
   (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda

   4.1. Approve City Council Meeting Minutes

Regular Agenda

5. Consideration of Ordinance #49-2024 adopting Lehi City Municipal Code Title 5 Chapter 6 (Hyperbaric Facilities) establishing requirements for the operation of a hyperbaric facility.
   Petitioner: Lehi City
   Ord 49-2024.docx
   Chapter 5-6-1 Hyperbaric Facilities.docx

6. Consideration of Resolution #2024-46 approving a Development Agreement for Grant's Corner located at approximately 90 N 500 W.
   Petitioner: Fox Bros Properties LLC and Lehi City
   CC Staff Report Grant's Corner Development Agreement 08.13.24.docx
   Development Agreement-Fox Brothers LLC (Grant's Corner).docx
   Grant's Aerial.pdf
   Grant's GP.pdf
   Grant's Zoning.pdf
   Res 2024-46.docx

7. Consideration of Resolution #2024-45 approving a Development Agreement on 51.46 acres located at approximately 2500 West Main Street.
   Petitioner: Lehi City, Strata Networks, and Gardner Plumb LC
   CC Staff Report Lehi Strata Plumb Gardner Development Agreement 07.23.24.docx
   Development Agreement Final Aug 8.docx
   Res 2024-45.docx
   Aerial map.pdf
   General Plan Map.pdf
   Zoning map.pdf

8. Consideration of Ordinance #46-2024 a General Plan Amendment on 51.46 acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR.
   Petitioner: Lehi City
   CC Staff Report 2500 West Main Street General Plan Amendment 07.23.24.docx
   2500 West Main Street GPA DRC 6.26.2024.docx
   Ord 46-2024.docx
   Narrative 2500 W Main Street GPA & Zone Change.pdf
   2500 W GPA Map.pdf
   Aerial Map.pdf
   General Plan Map.pdf
   Zoning Map.pdf

9. Consideration of Ordinance #47-2024, approving a Zone Change on 33.86 acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.
   Petitioner: Edge Homes

CC Staff Report Edge Homes Main Street Zone Change 07.23.24.docx
Edge Homes 2500 West Main Zone Change DRC 6.26.2024.docx
Ord 47-2024.docx
Gardner Plumb Zoning Map Amendment Narrative new.pdf
Gardner Plumb Zone Change 06.26.24.pdf
Aerial Map.pdf
General Plan map.pdf
Zoning Map.pdf

10. Consideration of Ordinance #48-2024 approving a Zone Change on 17.6 acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.
    Petitioner: Lehi City
    CC Staff Report Lehi City 2500 West Main Street Zone Change 07.23.24.docx
    2500 West Main A-5 Zone Change DRC 6.26.2024.docx
    Ord 48-2024.docx
    Narrative 2500 W Main Street GPA & Zone Change.pdf
    2500 W PF Zone Change Map.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    STRATA EXHIBIT A.docx

11. Consideration of Resolution #2024-47 approving a Real Estate Purchase Contract and Addendum 1 with Gardner-Plumb LC for 11.74 acres located at approximately 2500 West Main Street.
    Petitioner: Lehi City
    Res 2024-47.docx
    Real Estate Purchase Contract For Land (UAR 19) (version 1) Lehi City Property.pdf
    Addendum 1 Lehi City Property.pdf

12. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

Agenda Item No: 21.

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Lehi Fiber Network Update

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Lehi Waterwise Yard of the Month- Presented by the Lehi Environmental Sustainability Committee.

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #49-2024 adopting Lehi City Municipal Code Title 5 Chapter 6 (Hyperbaric Facilities) establishing requirements for the operation of a hyperbaric facility.

Suggested Action:

Attachments:

Ord 49-2024.docx

Chapter 5-6-1 Hyperbaric Facilities.docx

LEHI CITY

ORDINANCE NO. 49-2024

AN ORDINANCE ADOPTING TITLE 5 CHAPTER 6 (HYPERBARIC FACILITIES) ESTABLISHING REQUIREMENTS FOR THE OPERATION OF A HYPERBARIC FACILITY

WHEREAS, the use of hyperbaric facilities have become more common within Lehi City;

WHEREAS, currently Lehi City does not regulate the use and operation of a hyperbaric facility;

WHEREAS, without appropriate safety requirements, the operation of a hyperbaric facility may pose a danger to the health, safety, and welfare of those who use them;

WHEREAS, on August 13, 2024, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) in order to protect the public, it is necessary to establish requirements for the proper operation of a hyperbaric facility within Lehi City; and ii) adopting the requirements set forth in Title 5 Chapter 6 of the Lehi City Code furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Lehi City Code Title 5 Chapter 6 is hereby adopted as shows on Exhibit “A”

PART II:

A. If a provision of this Ordinance No. ??-2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses, and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of August, 2024.

LEHI CITY	ATTEST
_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Chapter 6

Hyperbaric Facilities

5-6-1

All Hyperbaric facilities within the City shall meet the requirements contained in Chapter14 of NFPA 99 , section 609 of the International Fire Code and section 425 of the International Building Code.

5-6-2

Mild Hyperbaric Chambers (Chamber) may be exempt from 6-1-XX (A), and may be permitted in the City only if they have obtained a valid Mild Hyperbaric Therapy Permit, and can meet all of the following:

a. The Chamber is a soft-shell chamber.
b. An onsite individual is designated as the Hyperbaric Safety Coordinator.
c. Anyone operating the Chamber has completed the minimum training requirements.
d. There is an Emergency Management Plan in place
e. There are safeguards to ensure continuous supervision while the Chamber is in use.
f. Maintain, and have available for Fire Marshall or his designee, records of all scheduled and unscheduled Maintenance.
g. Maintain, and have available for Fire Marshall or his designee's, records of all uses and duration of each use of Chamber.
h. Provide proof of pressure relief valves with normal working pressure not to exceed 1.4 bar or 20.3 PSI.
i. Provide proof the Oxygen concentrations do not exceed 23.5% or drop below 20%.
j. Provide proof of a functioning visual or audible communication method within the interior of the Chamber.
k. The life span of any Chamber shall not exceed 15 years or 25,000 hours.

5-6-3

All permits obtained under this chapter shall be reviewed and renewed annually by the Fire Marshall or his designee.

5-6-4

Any person who violates any of the provisions of this chapter, or fails to comply therewith, or who violates or fails to comply with any order made thereunder, shall severally for each and every such violation and noncompliance respectively, be guilty of a class B misdemeanor.

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2024-46 approving a Development Agreement for Grant's Corner located at approximately 90 N 500 W.

Suggested Action:

Attachments:

CC Staff Report Grant's Corner Development Agreement 08.13.24.docx

Development Agreement-Fox Brothers LLC (Grant's Corner).docx

Grant's Aerial.pdf

Grant's GP.pdf

Grant's Zoning.pdf

Res 2024-46.docx

GRANT'S CORNER DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Lehi City and Fox Bros Properties LLC		
Meeting Date	August 13, 2024		
Requested Action/Purpose	Approval of a proposed development agreement		
Decision Type	Legislative		
Location	Approximately 90 N 500 W		
Acreage	1.4 acres		
Existing Zoning	RA-1		
Existing General Plan Land Use Designation	MU (Mixed Use)		
Existing Land Use	Single family residential/agriculture		
Adjacent Zoning and Land Use	*North*	PF	Rodeo Grounds
	South	MU	K&S Auto and Tire
	East	RA-1	Rodeo overflow parking
	West	RA-1/C	Single family residential
Date of DRC Review	N/A - not required for a development agreement		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.020. Criteria for Entering into a Development Agreement.
The city may enter into a development agreement only if the development agreement:

A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.

B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.

C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

PROPERTY HISTORY

April 11, 2024 The Planning Commission approved a concept plan for Grant's Corner.

May 14, 2024 The City Council advised staff and the applicant to work on a development agreement for the use to be approved in the Mixed Use zone.

REPORT ANALYSIS

The applicant is seeking approval of a development agreement for Grant's Corner located at approximately 90 North 500 West. A concept plan was approved for this project, but a development agreement is required to allow the proposed use of office/warehouse in the Mixed Use zone.

The development agreement considers the details included with the concept submittal, including requested exceptions by the applicant. The development agreement ensures that the final site plan will include the details and design elements that the Planning Commission and City Council wanted to see.

There are no DRC comments because DRC review is not required for the development agreement.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to recommend approval or denial of the proposed development agreement. Any motion should include findings. Possible findings include:

1. The effect of the proposed agreement on the character of the surrounding area;
2. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
3. The overall community benefit of the proposed agreement.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 11th, 2024. The minutes and motion from this meeting are as follows:

2.2) Public hearing and recommendation of the Fox Bros Properties LLC and Lehi City Development Agreement for Grants Corner located at approximately 90 N 500 W.

*Commissioner Kunze joined the meeting, and Commissioner Roberts stepped down as a voting member.

Brittney Harris presented information on the agenda item. Craig Chambers also included information stating the item is an administrative item and discussed legal issues.

Commissioner Everett asked if everything was consistent with the concept plan. Kim Struthers stated that it was and had been very consistent. Commissioner Eyre asked for clarification on item 1.3.5. Craig explained that it was an agreement, and if the recommendation was agreed upon, it would fall under the terms of the development agreement.

The applicant, Mr. Fox, was present and answered questions about parking.

Commission Chair Jackson opened and closed the public hearing.

Motion: Commissioner Eyre moved to recommend approval of **Fox Bros Properties LLC and Lehi City Development Agreement for Grants Corner located at approximately 90 N 500 W.;** including all DRC comments and findings stated in the report, with the recommendation to reword the parking clause that it will be free to the public for the Lehi Round Up Rodeo event**.** Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah ("City") and Fox Bros Properties LLC, whose principal place of business is located at 3052 N Snow Canyon Parkway #201 St. George, Utah 84770 ("Developer"). The City and the Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (Property).

C. On May 14, 2024, the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow the proposed use in the approved Mixed Use Zone as a permitted use.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.2 Use Approval. The City agrees, and this Agreement confirms, that Light Office/Warehouse shall be allowed as a permitted use on the Property ("Approved Use") as of the Effective Date of this Agreement, subject to the terms of this Agreement. The Approved Use is for office/warehouse building only and does not include any outside storage of materials or goods.

1.1.1 City agrees to allow an exception to the building height in the Mixed Use Zone being two stories on corner lots, to allow for the proposed one story building.

1.1.2 City agrees to allow an exception for one module of parking between the building and the street as shown in "Exhibit C".

1.3 Developer agrees to the following:

1.3.1 Develop the site in conformance with all City standards other than those specified in item 1.1 above.

1.3.2 Obtain site plan approval through the City's development process for the Approved Use.

1. The building architecture and site layout will be substantially similar to what is shown in Exhibit "B", including the preservation of the existing grain silos as landmark features of the site.

2. The building will meet the Historic District architectural requirements found in Section 37.010(B)(1) of the Lehi City Development Code including, but not limited to a minimum glass requirement of 40% for both street frontages and brick as the primary exterior material, with brick as the primary exterior building material. Concrete, architectural grade CMU, stone, fiber cement, or wood may be used as secondary materials and shall only be used for wainscots, columns, accents, cornices, or other architectural features.

1.3.3 The north side building elevations will include additional architectural variations including, but not limited to, variations of exterior material types or colors, and changes the height and width of some of the storefronts.

1.3.4 Development of the property will include retail uses on the west side of the planned building, as shown on Exhibit "C".

1.3.5 Developer agrees to allow for parking on the Property at no cost to the City during the City's Round-Up Rodeo events.

1.4 This Agreement and Developer's right to use the Property for the Approved Use shall begin on the Effective Date and expire only upon termination of this Agreement.

1.5 This Agreement will terminate without further action by either party if Developer has not received site plan approval for the Approved Use within two years of the Effective Date of this Agreement ("Termination Date").

1.6 Should Developer abandon the Approved Use for one full year at any time after receiving site plan approval, or if Developer decides to sell the Property except as described in Article 4.15, the Approved Use shall expire, this Agreement shall terminate, and only those uses allowed in the approved Mixed Use or current RA-1 Agricultural Zone (or the then current zoning(s) of the property) will be allowed.

ARTICLE 3

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the

alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 4

4.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the Developer's breach of this Agreement. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Mark Johnson

Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:
Fox Bros Properties LLC
3052 N Snow Canyon Parkway #201
Saint George, Utah 84770

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Developer.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary. This Agreement will be a covenant that runs with the land and will be recorded against property.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the Effective Date.

LEHI CITY CORPORATION

_____

By: Mark Johnson
Its: Mayor

ATTEST:

_____

Teisha Wilson
City Recorder

Fox Bros Properties LLC

_____

By:
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2024 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the _____ of Fox Bros Properties LLC and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____

Notary Public

(notary seal)

Exhibit "A"

Property Legal Description

Serial Number: 01:032:0005
COM. AT NW COR OF BLK 36, PLAT A, LEHI CITY SUR; S 181.6 FT; E 191.8 FT; N 181.5 FT; W 188 FT TO BEG.

Serial Number: 01:032:0007
COM. AT A PT 70 FT N OF SW COR OF LOT 4, BLK 36, PLAT A, LEHI CITY SUR; N ALONG W BNDY LINE OF SD LOT 4, 110 FT M OR L TO NW COR OF SD LOT 4; E ALONG N BNDY LINE OF SD LOT 4, 110 FT; S 110 FT M OR L TO A PT 70 FT N OF S BNDY LINE OF SD LOT 4; W 110 FT TO BEG.

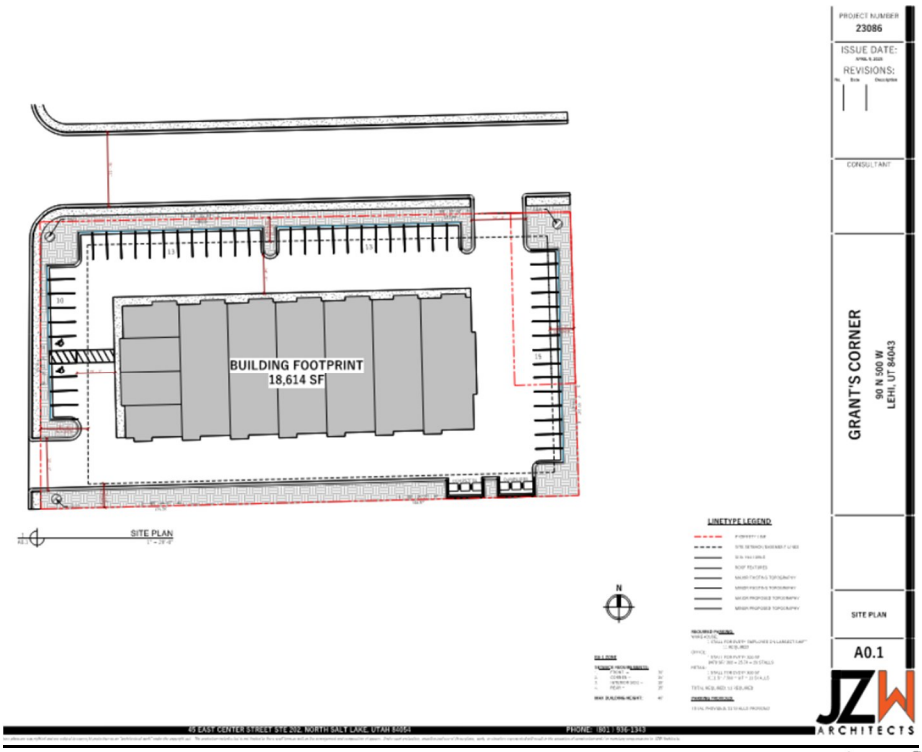
Serial Number: 01:032:0009
COM AT 100 FT W OF SE COR LOT 4, BLOCK 36, PLAT A LEHI CITY SURVEY; W 147.50 FT: N 70 FT; E 147.5 FT; S 70 FT TO BEG. AREA .24 AC.

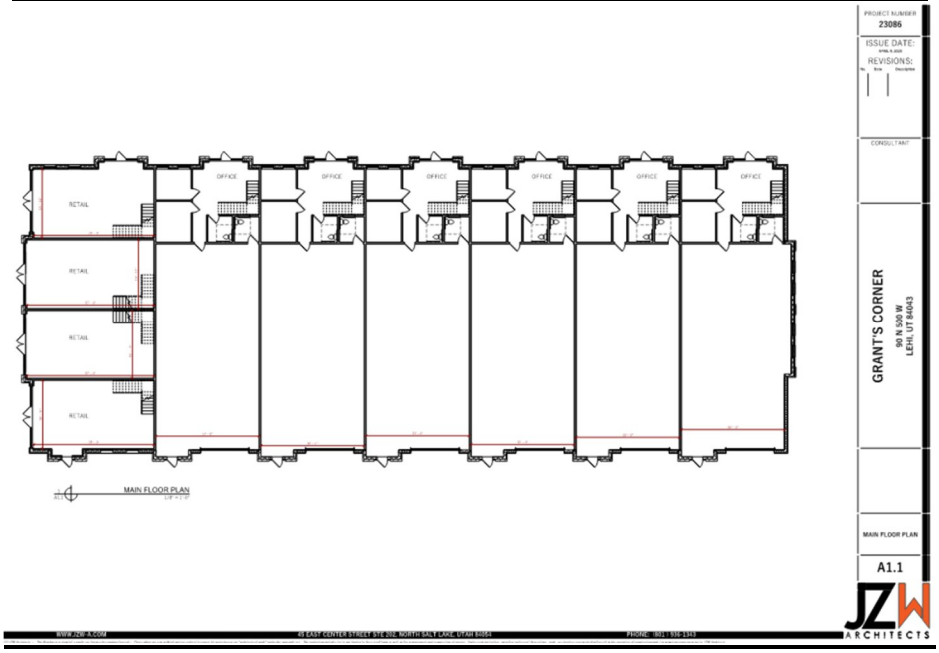
Exhibit “B”


SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
GRANT'S
CORNER


NORTH ELEVATION
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
WEST ELEVATION
SOUTH ELEVATION
EAST ELEVATION

Exhibit "C"


BUILDING FOOTPRINT
18,614 SF
SITE PLAN
LINETYPE LEGEND
N
PROJECT NUMBER
23086
ISSUE DATE:
REVISIONS:
CONSULTANT
GRANT'S CORNER
90 N 500 W
LEHI, UT 84043
SITE PLAN
A0.1
JZW
ARCHITECTS
45 EAST CENTER STREET, STE 202, NORTH SALT LAKE, UTAH 84054
PHONE: (801) 936-1333


OFFICE
RETAIL
MAIN FLOOR PLAN
PROJECT NUMBER
23086
ISSUE DATE:
REVISIONS:
CONSULTANT
GRANT'S CORNER
90 N 500 W
LEHI, UT 84043
MAIN FLOOR PLAN
A1.1
JZW
ARCHITECTS
WWW.JZW-A.COM
45 EAST CENTER STREET, STE 202, NORTH SALT LAKE, UTAH 84054
PHONE: (801) 936-1333

Grant's Corner Zone Change & Concept

Aerial

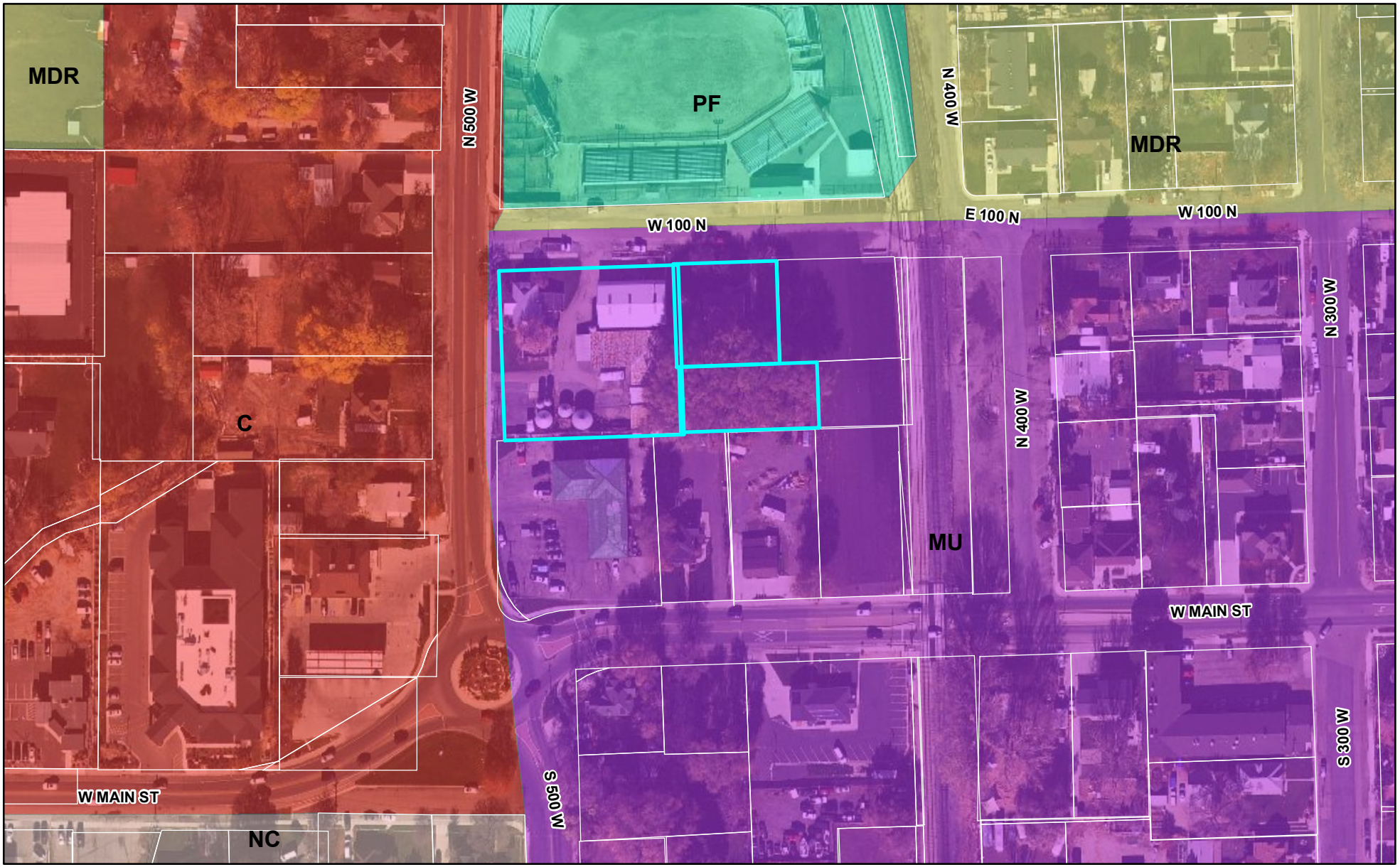


0 175 350 Feet

LEHI CITY

Grant's Corner Zone Change & Concept

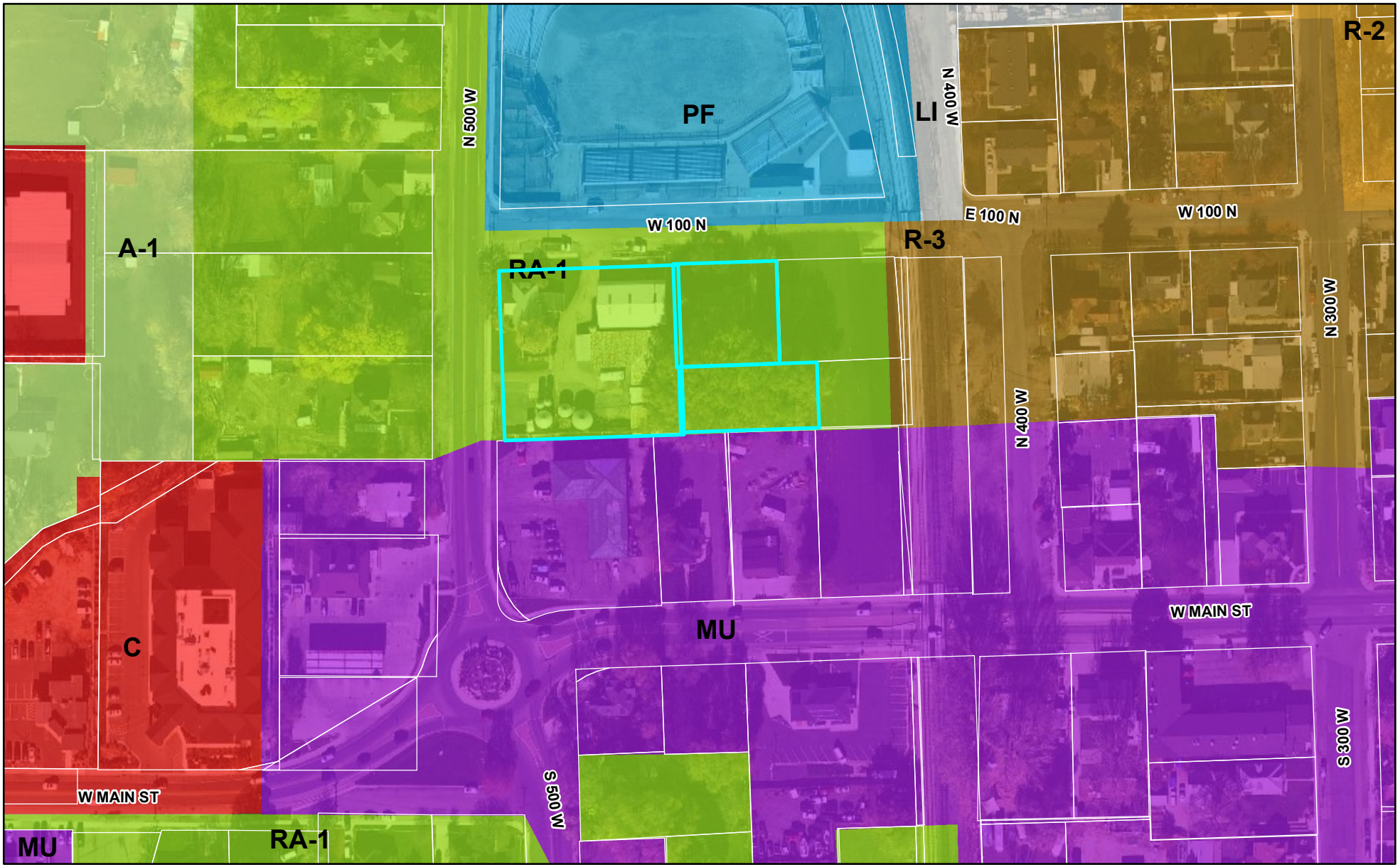
General Plan



LEHI CITY

Grant's Corner Zone Change & Concept

Zoning



LEHI CITY

LEHI CITY

RESOLUTION NO. 2024-46

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN FOX BROS PROPERTIES LLC AND LEHI CITY

WHEREAS, Fox Bros Properties LLC ("Developer") has a legal interest in certain real property and desires to develop a commercial project on the property;

WHEREAS, On May 14, 2024, the City Council discussed the Developer's proposed uses of the property with an application to change the zoning to Mixed Use and the City Council directed City staff to prepare a development agreement that would allow the proposed uses in the Mixed-Use designation in the current General Plan designation and MU Zone as permitted uses;

WHEREAS, on August 13, 2024, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Development Agreement with Fox Bros Properties LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Development Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of August, 2024.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2024-45 approving a Development Agreement on 51.46 acres located at approximately 2500 West Main Street.

Suggested Action:

Attachments:

CC Staff Report Lehi Strata Plumb Gardner Development Agreement 07.23.24.docx

Development Agreement Final Aug 8.docx

Res 2024-45.docx

Aerial map.pdf

General Plan Map.pdf

Zoning map.pdf

LEHI STRATA PLUMB GARDNER DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Lehi City and Strata Networks		
Meeting Date	August 13, 2024		
Requested Action/Purpose	Approval of a proposed development agreement		
Decision Type	Legislative		
Location	Approximately 2500 West Main Street		
Acreage	51.46 acres		
Existing Zoning	A-5		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture) and OS (Open Space)		
Existing Land Use	Agriculture - Livestock		
Adjacent Zoning and Land Use	*North*	R-1-Flex (north side of Main St)	Single family residential
	South	A-5	Agriculture - Livestock
	East	TH-5/R-2	Single family residential/agriculture
	West	A-5/RA-1	Single family residential/open space
Date of DRC Review	N/A - not required for a development agreement		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 29.020. Criteria for Entering into a Development Agreement.
The city may enter into a development agreement only if the development agreement:

A. Has been duly adopted by the City Council in accordance with the provisions of this chapter.

B. The proposed development to which the development agreement pertains is in conformity with the general plan, zoning district regulations, and other applicable requirements of the City.

C. The proposed development subject to the agreement contains outstanding features that advance the policies, goals and objectives of Lehi City, or the property owner agrees to provide capital improvements that exceed the development's proportionate share of the costs of the facilities needed to service the development, which hereby advance the provision of facilities to serve Lehi City.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

PUBLIC FACILITIES (PUB)

The Public Facilities (PUB) classification includes uses such as schools, places of worship, government facilities, recreation centers, parks, police and fire stations, libraries, and public utilities.

VERY LOW DENSITY RESIDENTIAL (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre.

PROPERTY HISTORY

November 17, 2022	Lehi City Planning Commission gave a negative recommendation for the Gardner-Plumb Main Street concept plan and General Plan Amendment from VLDRA to LDR.
March 28, 2024	Lehi City Planning Commission gave a negative recommendation for the Garnder-Plumb Main Street General Plan Amendment from VLDRA to LDR.
April 23, 2024	Lehi City Council denied the Gardner-Plumb Main Street General Plan Amendment from VLDRA to LDR with direction to pursue a development agreement.

REPORT ANALYSIS

The applicant is seeking review and recommendation of the Lehi Strata Gardner Plumb Development Agreement. This agreement covers an approximately 50-acre parcel located at 2500 West Main Street. The agreement would designate approximately 11 acres to Lehi City for the new Public Works facility and 5 acres to Strata. A zone change application and general plan amendment application have been filed concurrently with this proposed development agreement to facilitate the construction of a new Public Works facility and Strata Network facility. The proposed zoning and General Plan designation would be Public Facility for both the Public Works facility and the Strata Network facility. The proposed zoning and General Plan designation for the remaining 33 acres south of the Public Facility designation would be R-1-15 and VLDR, respectively, to facilitate residential development. A 20-foot public utility easement will serve as the continuation of the Power Line Trail that will be placed south of the Public Facility parcels to provide buffer between the Public Facility parcels and the residential development.

As Lehi continues to grow a new Public Works facility is necessary to increase the efficiency of operations, and having one west of I-15 can help in the case of an emergency. Further, Strata needs a permanent site to continue to build out Lehi's fiber network. The proposed designations of PF and VLDR are compatible with the existing land uses of nearby and adjoining properties. Single-family residential immediately adjacent to a major roadway is not ideal, so having the public facilities front onto Main Street instead of the residential development will help buffer the residential development from adverse effects of Main Street. The VLDR designation on the remainder of the property will have similar lot sizes to the adjacent Jordan Willows Subdivision.

There were no comments from the DRC as development agreements are not required to be reviewed by the DRC.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to recommend approval or denial of the proposed development agreement. Any motion should include findings. Possible findings include:

1. The effect of the proposed agreement on the character of the surrounding area;
2. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;

3. The overall community benefit of the proposed agreement.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on July 11th, 2024. The minutes and motion from this meeting are as follows:

2.5) Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street.

2.6) Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR

2.7) Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.

2.8) Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.

2.5, 2.6, 2.7, and 2.8 were all heard together to be clear and concise

Brittney presented information on items 2.5, 2.6, 2.7, 2.8

Commissioner Everett asked about the purpose of changing the density. Kim Struthers stated that the density was roughly closer to R1-15 rather than R1-12. He mentioned that Marlin Eldred had worked out the price of the development.

Steve Maddox, representing Edge Homes, was the applicant. He requested that Walter Plum be excused. Marlin Eldred procured the development agreement, with the residential section managed together and the commercial section by the city. Economics was also included in the agreement. The flexibility regarding water dedication and layout needed to be addressed. There would be connectivity with the trail corridor, with shared costs. He believed they would be connected and aimed to maintain transparency.
4o

Commission Chair Jackson opened the public hearing for items 2.5, 2.6, 2.7 and 2.8

Todd Reese (Lehi resident) - He stated that he felt it was a bit like an attempt to wear down the residents. His concern and intent were that a General Plan was in place, and he did not agree with amending it to suit the developer's objectives. From what he understood about STRATA, they were a mess, traffic was bad, and there was excessive noise. He felt it did not blend well with the surrounding property. He wanted to quote Mayor Johnson (Listen to quote). He stated that the development to the west couldn't be controlled, and adding density wouldn't help. He respected development and property rights but did not support amending the General Plan to achieve it.

Jill Elmont (Lehi resident) - When they bought their property, she questioned what that would do to their privacy and mentioned they paid out of pocket for it. The neighborhood did not have enough outlets, and she believed the outlets needed to be reconsidered. Since the property had been taken away, trees had grown, and raccoons were causing issues. She wanted this addressed and mentioned the trees were taken down for her family's safety. She agreed with land ownership but wanted to keep the area as nice as it had been.

Colton Smith (Lehi resident) - He had been to all three agencies to try to facilitate the purchase of the property. A power line ran through it, and currently, there were not enough outlets from the neighborhood. The neighborhood couldn't handle the traffic, and the General Plan clearly stated it could not be done in good faith. He was happy to pass along the ground he had acquired.

Patrick Tread (Lehi resident) - He echoed the previous comments. He stated that 2300 West was a mess, as was 700 South. Adding all the homes would create more problems. The congestion was horrible and would cause huge issues. He mentioned that getting in and out of the neighborhood was hardly feasible and that it was already dangerous. He suggested that if the lot sizes were increased by half an acre, it would be more cohesive with the neighborhood. There were no sidewalks for kids walking to and from school, and he was frustrated with the lack of safety.

Brittney read the online comments that would be included in the record.

Commission Chair Jackson closed the public hearing on items 2.5, 2.6, 2.7 and 2.8

Mr. Maddox stated that the trail was intended to meet the neighbors' requests and would be included in the contract. He agreed that land use changes were necessary to service the residents in that area. They had asked for the same considerations with STRATA and wanted to protect their community and the surrounding communities. They did not want a messy site for the community.

Luke Seegmiller stated they would require traffic studies, noting 880 trips a day. The connections would be to the existing stub roads and at Grays Drive. There was a current MAG project to widen 2300 West to five lanes between Main Street and 2100 North, projected to be finished by August 2025. South of Main Street, 2300 West would require a traffic signal at Gray's Drive and 700 South. Many issues stemmed from regional traffic coming from Eagle Mountain and Saratoga Springs. UDOT had recently received federal funding and would start the 2100 North corridor, with construction beginning in 2026. Pioneer Crossing would be installing flex lanes starting in 2026 as well. These changes should alleviate traffic. He stated relief was coming, though it was not immediate. The project would not add significant traffic to the area. Kim Struthers applied to finish improvements on 700 South. MAG had provided funding for pedestrian and bicycle activity, but this would all take time, with funding expected in two years.

Commissioner Everett stated they couldn't start construction until water dedication was resolved. There was no sidewalk on the 700 South Island. Kim Struthers mentioned a ribbon road would be connected, and Richard Chu owned this property. Commissioner Everett asked if there was an ingress and egress on Main Street. Luke stated he was not sure what the developer had planned for the site, but a traffic study would be conducted. Mr. Maddox stated the City did not want the road stubbed out by limiting access to Main Street. He mentioned that traffic was a concern and wait times were an issue. Mr. Maddox stated their traffic study presented a global solution. Luke stated signal spacing would not allow another light. Commissioner Eyre asked if the City was requesting an exception for the road access. The only access to the City would be from Main Street. Commissioner Eyre asked if Edge would need an exception due to block length requirements. Kim stated that was a fair assessment and would need to be included in the development agreement. He also mentioned that aesthetics per code needed to be added. Mr. Maddox stated that engineering met the block length requirements. Commissioner Kunze asked if STRATA had a limited time in Lehi or if this was long-term. Kim stated they did not solely operate in Lehi and were not exclusively for Lehi City, indicating it would be a long-term site. This would facilitate the Lehi City Public Works building, and public facilities allowed for outside storage. Commissioner Eyre asked about the development on 700 South and if there would be connectivity. A cycle track would be added above the road. Commissioner Eyre stated it was a challenge and safety issue because of 700 South and asked about aligning the roads for connectivity. Kim stated the bike track would be separated by physical protection. Commissioner Jackson stated it upset him because you could not charge for a view. He stated property rights ended where the land ended.

Commissioner Everett looked at the numbers and, if it was developed as it currently stood, he didn't see it as a huge distraction. He liked that the City and STRATA would hold architectural standards. He acknowledged there would be traffic issues and hoped drivers could be respectful and safe. He saw the benefit for each applicant and did not feel that Lehi was the sole source of traffic or the lack of planning.

Commissioner Jackson stated there was a general plan for a reason and held it in high regard but was not opposed to amending the agreement. If it benefited the city, they were open to amendments. He wanted more conversation on ingress and egress and outlets. He urged the public to engage with the City Council members.

Commissioner Lockhart did not love everything about the agreement but wanted to recognize the compromise. She acknowledged it could be frustrating but commended the hard work from staff, the developer, and the neighbors. She favored the idea of finding high growth and being more proactive.

Commissioner Kunze also wanted to recognize the developers for compromising. She stated they had no idea what would happen to Lehi and felt this was a good option that would work for a long time.

Commission Chair Jackson reopened the public hearing for all items.

Colton Smith asked for clarification regarding the green space on the plat map. He inquired about the interest in placing a public facility in that area and wanted to know why it was allowed to be located on that piece of property.

Jill Elmont echoed Mr. Smith's concerns and asked if the properties behind the homes would be larger. She also had questions about traffic and wondered why this particular property was chosen. She expressed significant concern about traffic issues.

Todd Reese asked for clarification about the triangle at the public facilities. He mentioned that the ground had been reduced to allow for more homes. He noted that people race on Main Street, which could create issues for STRATA if they are heading west, leading to wrecks and posing a safety concern, along with the increased traffic from the public facility.

Megan Trent expressed high concern about traffic as well. She asked for clarification on the three exits and their locations. She echoed concerns about the effectiveness of traffic studies, noting that it didn't seem like anything changed even after a traffic study was concluded. She acknowledged the compromise and felt better about what was being proposed that night.

Robert Peck (Lehi resident) noted that his street was stubbed and expected a road to be punched through. He wanted to know when the road would be stubbed through near the cattle trail property. He stated that not requiring three exits in and out of the neighborhood could lead to a potential disaster.

Commission Chair Jackson closed the public hearing for all items.

Steve Maddox wanted to address some questions. He thanked the Commissioners for their time and explained that the reason for the public facility was due to the City's division and large size. Kim clarified that as part of the agreement, there would be smaller lot sizes, but the overall density had to match the R1-15 zone. Not all the lots would be smaller; there would also be larger lots. Luke stated that there were existing stub roads at 2500 West and River Way for ingress/egress and that there was a stub road on Gray's Road that could not be built until it was acquired. He mentioned that the traffic study would assist with this. Commissioner Lockhart asked why the facility was being placed on Main Street and sought clarification for those with public comments. Kim explained that with the growth on the west side, part of the need for the facility was for emergency purposes, as all current facilities were on the east side. More space was needed due to outgrowing the current facilities.

2.5 Motion: Commissioner Lockhart moved to recommend approval of **Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street;** including all DRC comments and findings stated in the report**.** With the recommendation that Staff evaluate the connectivity requirements and give considerations to aesthetics. Commissioner Kunze seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, no; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed 4 – 1.

2.6 Motion: Commissioner Everett moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.7 Motion: Commissioner Eyre moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility;** including all DRC comments and findings stated in the report, not including the compatibility of the surrounding areas, but allowing to bring more services to this area of the City. Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.8 Motion: Commissioner Kunze moved to recommend approval of **Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

WHEN RECORDED, RETURN TO:
_____
_____

Affects Tax Parcel ID No(s):

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah ("City"), Uintah Basin Electronic Telecommunications, L.L.C., DBA Strata Networks, whose principal place of business is located at _____ ("Strata"), and Gardner-Plumb, L.C., whose principal place of business is located at 201 South Main Street, Suite 2000, Salt Lake City, UT 84111 ("Developer"). The City, Strata, and Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in Exhibit A ("Property").

C. City and Strata desire to purchase from Developer portions of the Property as shown on Exhibit B.

D. Developer desires to develop the remaining Property for residential use ("Developer's Property").

E. On April 23rd, 2024, the City Council held a discussion regarding uses of the Developer's Property and its willingness to enter into a development agreement that would allow i) the proposed uses and densities under the current Very Low Density Residential Agriculture (VLDRA) Land Use Designation of the Lehi City General Plan Land Use Element and ii) portions of the Property to be purchased by City and Strata as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Developer has three (3) years from the Effective Date to dedicate the water required by the City's Development Code (the "Developer's Water Dedication"). If, in the independent exercise of its legislative discretion, the Lehi City Council approves the amendment to the General Plan on Developer's Property from VLDRA to VLDR ("Developer General Plan Amendment") and the rezone of Developer's Property to R-1-15 (the "Developer Rezoning"), Developer is permitted to develop 88 residential units with a minimum lot size of 12,000 square feet. The number of residential units shall not exceed 88 and shall not be less than 88 so long as each such unit has a minimum lot size of 12,000 square feet ("Approved Use") and so long as all development requirements are met. All units shall be single family detached. Developer's right to develop shall not vest until the Developer's Water Dedication is completed.

1.2 Strata has one year from the Effective Date to dedicate the water required by the City's Development Code. If, in the independent exercise of its legislative discretion, the Lehi City Council approves the amendment to the General Plan on Strata's Property from VLDRA to Public Facilities ("Strata General Plan Amendment") and the rezone of Strata's property to Public Facilities, ("Strata Rezoning"). Strata's right to develop its property shall not vest until Strata's water dedication is completed.

1.3 The City has two years from the Effective Date to dedicate the water required by the City's Development Code. If, in the independent exercise of its legislative discretion, the Lehi City Council approves the amendment to the General Plan on the City's Property from VLDRA to Public Facilities ("City General Plan Amendment") and the rezone of the City's property to Public Facilities, ("City Rezoning"), the City's right to develop its property shall not vest until the City's water dedication is completed.

1.4 If necessary, Developer shall dedicate, at no cost, a sufficiently-sized public utility easement ("Developer's PUE") from 700 South north to the future Strata/City property line as the future property line is shown on Exhibit B. The precise location of Developer's PUE will be mutually agreed upon by all Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Each Party will pay its proportionate share of the out-of-pocket cost of the public utilities based on length and pipe size installed on each Party's property.

1.5 Strata and Lehi City shall pay the respective greenbelt roll back taxes on the property each purchases from Developer.

1.6 Under the terms of a separate Real Estate Purchase Contract Strata shall purchase 5.86 acres of property ("Strata Property") from Developer for Two Million Fifty Eight Thousand Dollars ($2,058,000.00).

1.7 Under the terms of a separate Real Estate Purchase Contract, City shall purchase 11.73 acres of property ("City Property") from Developer for Three Million Five Hundred and Nineteen Thousand Dollars ($3,519,000.00).

1.8 As a condition precedent to Developer's obligation to sell the City Property to the City and the Strata Property to Strata, the Developer's Property shall be granted such additional access rights, if any, as are required by the City in connection with the Approved Use in the event that the City determines that existing access rights for the Developer's Property are

insufficient for the Approved Use.

ARTICLE 2

2.1 The City will reserve 30 feet of property for the continuation of the Powerline Corridor Trail as shown on Exhibit B.

2.2 Developer's two access points to Developer's Property shall be 560 South Street and 2500 West Street. Developer shall also provide a 3rd access stub to the east for future connection to 2300 West (at the Gray's Drive intersection) No additional roadways stubs shall be required unless mutually agreed upon by Developer and City.

2.3 If necessary, City and Strata, at no cost, will dedicate a sufficiently-sized public utility easement (PUE) from Main Street south to the Developer's future property line as the future property line is shown on Exhibit B. The precise location of Strata/City's PUE will be mutually agreed upon by all Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Each Party will pay its proportionate share of the out-of-pocket cost of the public utilities based on length and pipe size installed on each Party's property.

2.4 Except as otherwise described in this Agreement, Developer will comply with all applicable city development requirements when developing Developer's Property, including, but not limited to, the installation of a master planned trail running north and south between the Power Line Trail and the 700 South Cycle Track. A portion of the master planned trail running north and south between the Power Line Trail and 700 South Cycle Track may be contained within an easement if necessary and shall be subject to reimbursement per the City's master planned trail reimbursement mechanism.

2.5 Should Developer fail to complete Developer's Water Dedication within three (3) years of the Effective Date of this Agreement, this Agreement shall terminate on its own terms, and only those uses allowed in the current A-5 Agricultural and/or the VLDRA General Plan Land Use designation will be allowed.

2.6 As may be mutually agreed upon, Strata/City and Developer may share storm drain detention needs for future development of each party's properties.

ARTICLE 3

3.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement as described above, the non-defaulting party

may terminate this Agreement by written notice to the breaching party, and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 4

4.1 Indemnification. The Parties agree to indemnify, hold harmless and defend one another from and against any and all out-of-pocket loss, damage, or expense which a Party may suffer or for which a Party may be held liable by reason of any injury (including death) or damage to any property to the extent caused by the negligence, gross negligence, intentional conduct or omission of another Party or arising out of another Party's breach of this Agreement.

4.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

4.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

4.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

4.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

4.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

4.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its good-faith efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

4.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

4.11 No Third-Party Beneficiaries. This Agreement is among the City, Strata and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

4.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemics and related governmental restrictions or actions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

4.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Strata:
Dave Ryan
2085 West Hwy 40
Vernal, UT 84078

If to Developer:
Gardner-Plumb, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111

4.14 Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. This Agreement may only be modified as mutually agreed by both Parties in a writing signed by appropriate authorities of City and Developer.

4.15 Non-Assignability; Agreement to Run with the Land. This Agreement shall only be assignable by Developer and not by the other Parties. This Agreement will be a covenant that runs with the land and will be recorded against property.

4.16 Estoppel Certificate. Upon twenty (20) days' prior written request by a Party, the other Parties hereto will execute an estoppel certificate to any third party certifying that such requesting Party at that time is not in default of the terms of this Agreement and such other information as the requesting Party may reasonably request.

4.17 Condition Precedent. As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the proposed Developer General Plan Amendment, Strata General Plan Amendment, City General Plan Amendment, Developer Rezoning, Strata Rezoning, and the City Rezoning. This agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the Developer General Plan Amendment, Strata General Plan Amendment, City General Plan Amendment, Developer Rezoning, Strata Rezoning, and the City Rezoning.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the Effective Date.

LEHI CITY CORPORATION

_____

By: Mark Johnson
Its: Mayor

ATTEST:

_____
Teisha Wilson
City Recorder

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2024 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Lehi City Corporation and that said document was signed by him/her in behalf of said City by Authority of _____, and said _____ acknowledged to me that said City executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

UINTAH BASIN ELECTRONIC
TELECOMMUNICATIONS, L.L.C., DBA
Strata Networks

_____
By: XXXX
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2024 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Uintah Basin Electronic Telecommunications, L.L.C., DBA Strata Networks and that said document was signed by him/her in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

GARDNER-PLUMB, L.C.

_____
By: _____
Its: Manager

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2024 before me, _____ a notary public, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Gardner-Plumb, L.C. and that said document was signed by him in behalf of said Company by Authority of its operating agreement, or member or manager consent, and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

Exhibit “A”

Taxing Description: COM S 574.2 FT & W 423.6 FT FR E 1/4 COR. SEC. 13, T5S, R1E, SLB&M.; S 89 DEG 13' 0" W 391.75 FT; N 0 DEG 8' 32" E 4.9 FT; S 89 DEG 13' 0" W 280.03 FT; S 2 DEG 26' 11" W 4.91 FT; S 0 DEG 23' 0" E 649.97 FT; S 1 DEG 41' 0" W 91.7 FT; S 89 DEG 8' 0" W 608.89 FT; N 0 DEG 57' 0" E 951.76 FT; E .62 FT; N 0 DEG 57' 0" E 756.96 FT; S 89 DEG 32' 0" E 458.7 FT; N 0 DEG 7' 0" W 513.49 FT; N 87 DEG 56' 7" E 8.42 FT; N 87 DEG 55' 58" E 268.95 FT; N 1 DEG 5' 0" W 234.63 FT; N 89 DEG 9' 46" E 95.98 FT; N 89 DEG 44' 8" E 39.79 FT; S 89 DEG 41' 29" E 378.94 FT; S 0 DEG 10' 0" E 1702.33 FT TO BEG. AREA 49.958 AC.

Taxing Description: COM S 1526.8 FT & W 935.74 FT FR NE COR. SEC. 13, T5S, R1W, SLB&M.; S 1 DEG 5' 0" E 234.59 FT; S 87 DEG 55' 57" W 277.35 FT; N 0 DEG 7' 0" W 244.85 FT; S 82 DEG 33' 58" E 29.83 FT; N 89 DEG 9' 46" E 243.68 FT TO BEG. AREA 1.502 AC.

Exhibit "B"

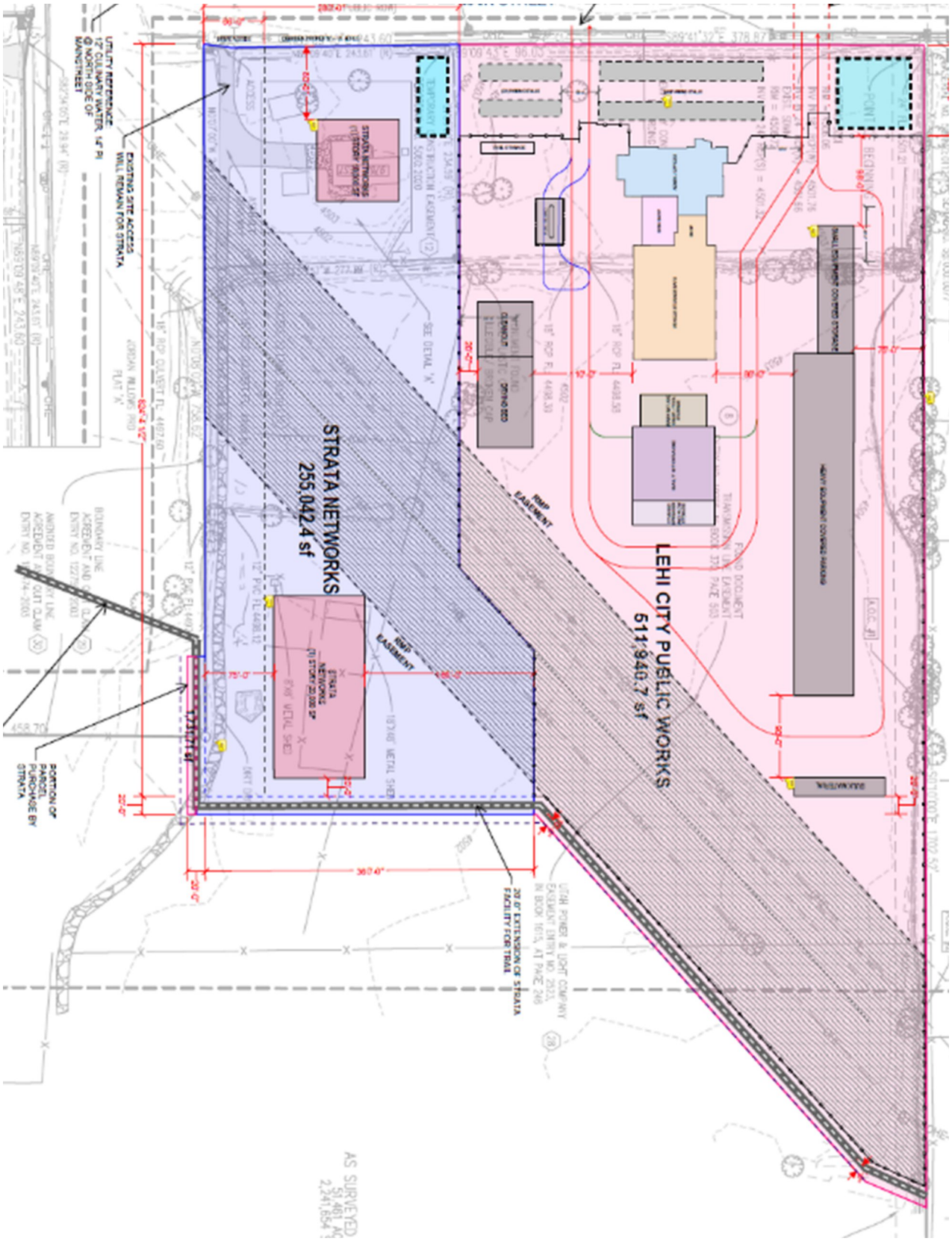

STRATA NETWORKS
255,042.4 sf
LEHI CITY PUBLIC WORKS
611,940.7 sf
RMP EASEMENT
RMP EASEMENT
PORTION OF PARCEL PURCHASE BY STRATA
20' EXTENSION OF STRATA FACILITY FOR TRAX
UTILITY REFERENCE 12" CULINARY WATER, 14' FI @ NORTH SIDE OF MAIN STREET
EXISTING SITE ACCESS WILL REMAIN FOR STRATA

Exhibit “B” Continued

LEHI CITY PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09’44” WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP.

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED MORE PARTICULARLY:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEHI MAIN STREET, SAID POINT BEING 1128.03 FEET NORTH 00°09’44” WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND 425.44 FEET NORTH 90°00’00” WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 13; RUNNING THENCE SOUTH 00°10'00" EAST, 1,274.37 FEET; THENCE NORTH 65°07'00" WEST, 78.18 FEET; THENCE NORTH 41°49'00" WEST, 534.74 FEET; THENCE SOUTH 89°51'58" WEST, 1.90 FEET; THENCE NORTH 00°08'02" WEST, 176.13 FEET; THENCE NORTH 41°43'44" WEST, 120.51 FEET; THENCE NORTH 00°08'02" WEST, 577.43 FEET; THENCE NORTH 89°09'43" EAST, 88.97 FEET TO THE BEGINNING OF A 1,990.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 39.79 FEET, THROUGH A CENTRAL ANGLE OF 01°08'44" (CHORD BEARS NORTH 89°44'05" EAST, 39.79 FEET); THENCE SOUTH 89°41'32" EAST, 378.87 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 511,183 SQ. FT. OR 11.74 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT B - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

Exhibit "B" Continued

STRATA EXHIBIT B

PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09'44" WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3" UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3" UTAH COUNTY BRASS CAP.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED MORE PARTICULARLY:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEHI MAIN STREET, SAID POINT BEING 1128.58 FEET NORTH 00°09'44" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND 933.06 FEET NORTH 90°00'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 13; RUNNING THENCE SOUTH 00°08'02" EAST, 577.43 FEET; THENCE SOUTH 41°43'44" EAST, 120.51 FEET; THENCE SOUTH 00°08'02" EAST, 176.13 FEET; THENCE SOUTH 89°51'58" WEST, 380.00 FEET; THENCE NORTH 00°08'02" WEST, 86.08 FEET; THENCE SOUTH 89°33'02" EAST, 20.00 FEET; THENCE NORTH 00°08'02" WEST, 758.62 FEET; THENCE SOUTH 82°34'02" EAST, 29.62 FEET; THENCE NORTH 89°09'48" EAST, 243.60 FEET; THENCE NORTH 89°09'42" EAST, 7.06 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 255,225 SQ. FT. OR 5.86 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT B - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

LEHI CITY

RESOLUTION NO. 2024-45

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
A DEVELOPMENT AGREEMENT WITH UINTAH BASIN ELECTRONIC
TELECOMMUNICATIONS LLC DBA STRATA NETWORKS AND GARDNER-PLUMB LC

WHEREAS, Developer has a legal interest in certain real property ("Property"),

WHEREAS Lehi City and Strata Networks desire to purchase from Developer portions of the Property;

WHEREAS Developer desires to develop the remaining Property for residential use;

WHEREAS, on August 13, 2024, the Lehi City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Development Agreement with Strata Networks and Gardner-Plumb LC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Development Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of August, 2024.

LEHI CITY

_____
Mark Johnson, Mayor

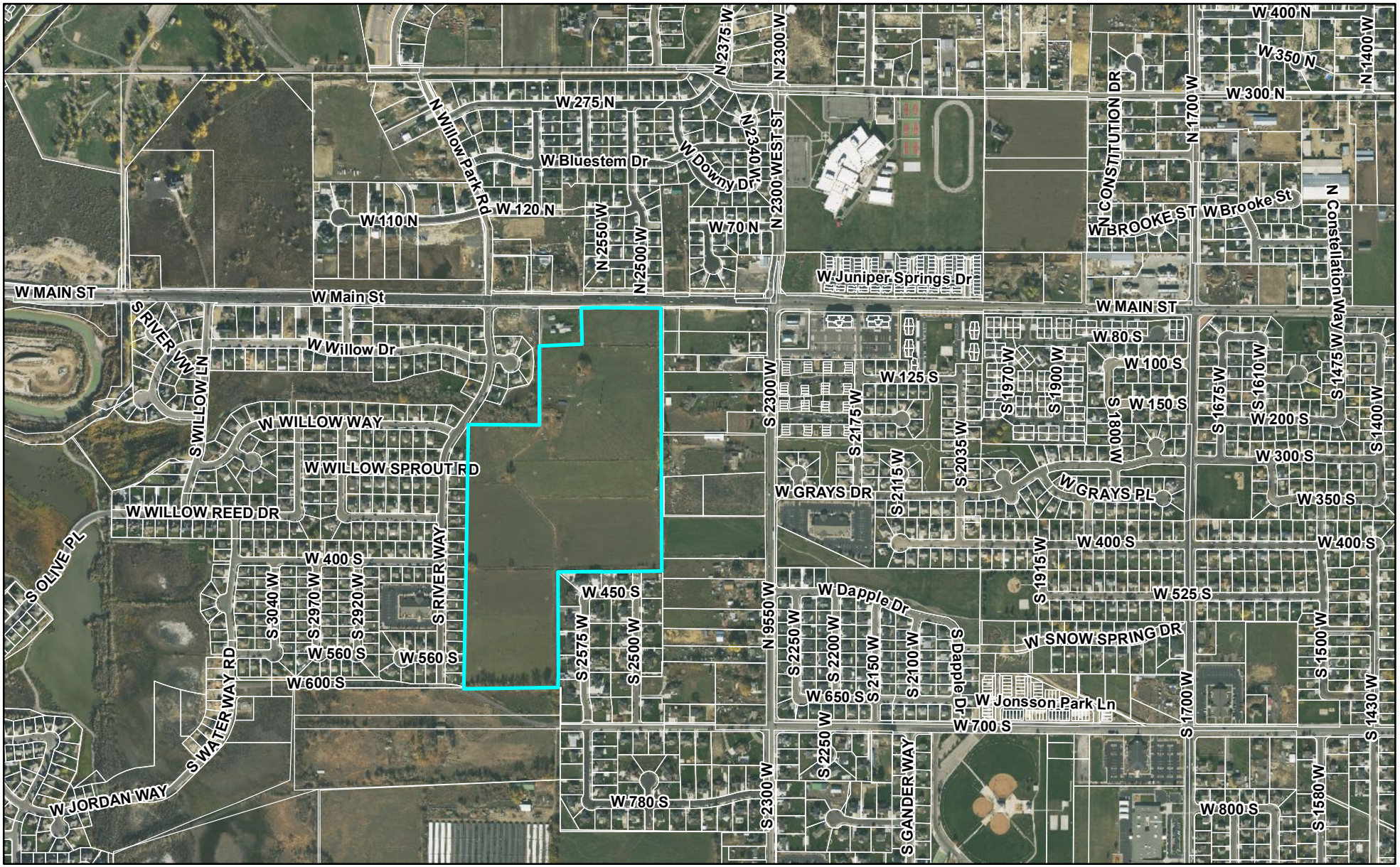
ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

Main Street Development Agreement

Aerial Map



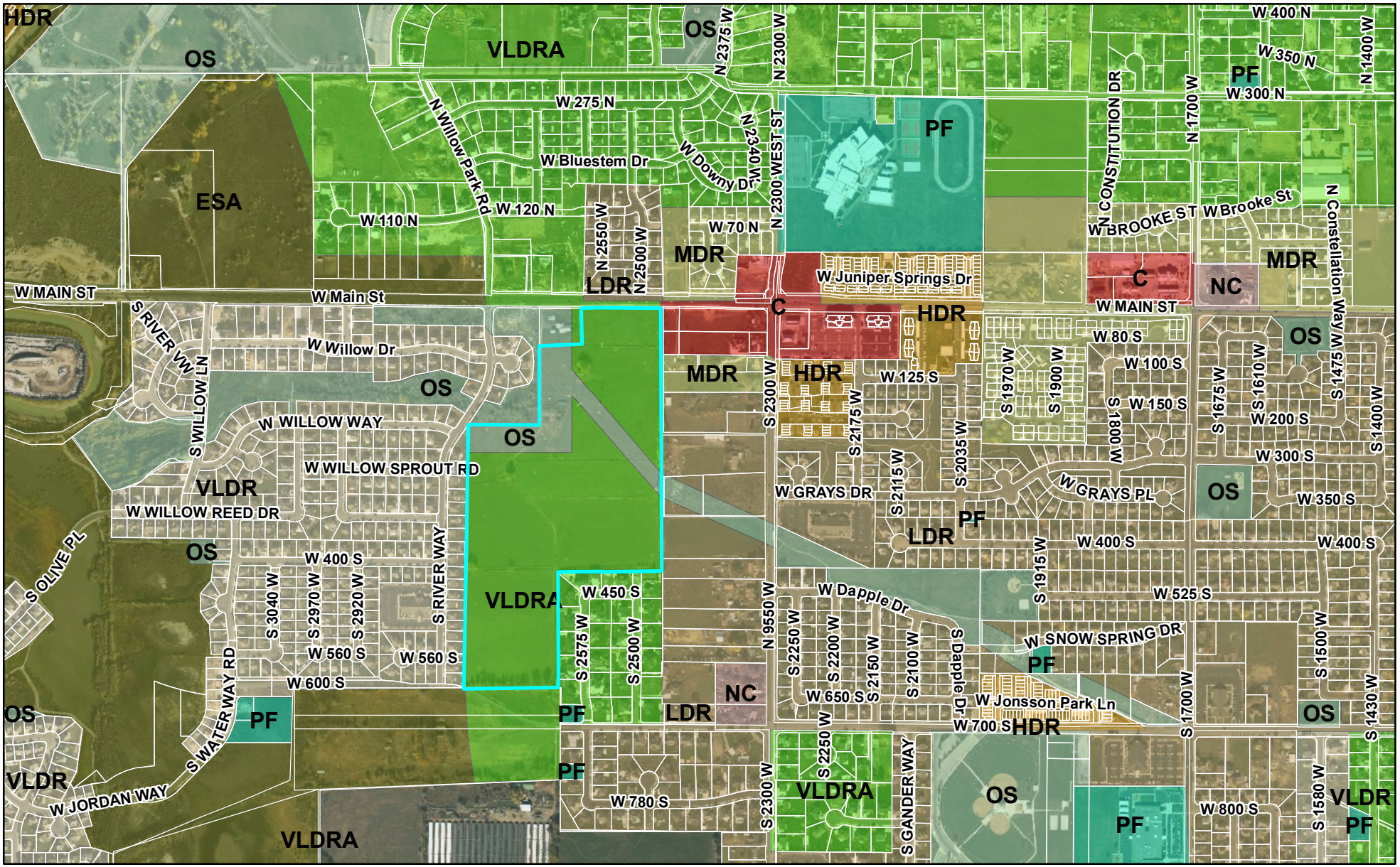
Feet

0 1,000 2,000

LEHI CITY

Main Street Development Agreement

General Plan Map

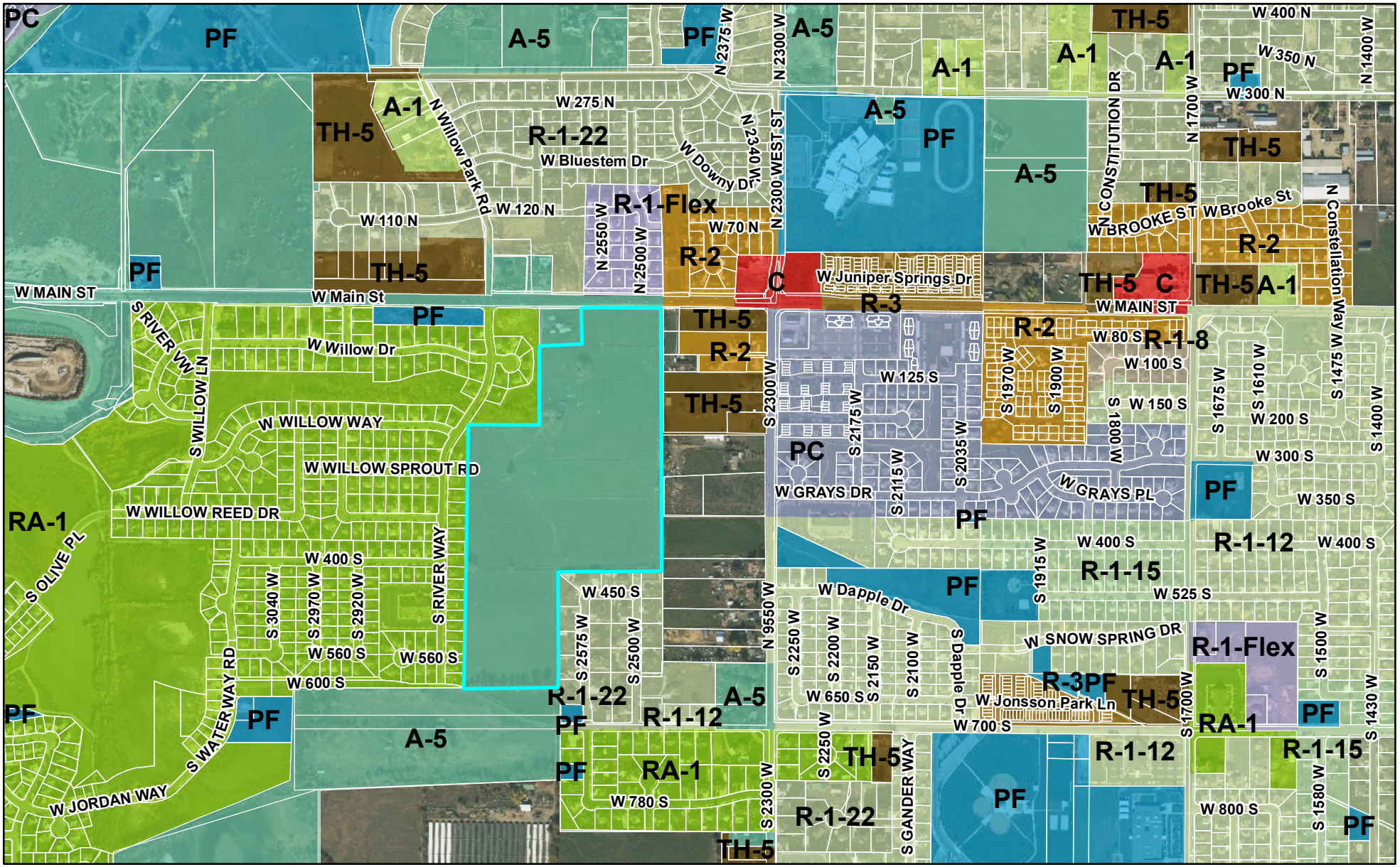


0 1,000 2,000 Feet

LEHI CITY

Main Street Development Agreement

Zoning Map



LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #46-2024 a General Plan Amendment on 51.46 acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR.

Suggested Action:

Attachments:

CC Staff Report 2500 West Main Street General Plan Amendment 07.23.24.docx

2500 West Main Street GPA DRC 6.26.2024.docx

Ord 46-2024.docx

Narrative 2500 W Main Street GPA & Zone Change.pdf

2500 W GPA Map.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

LEHI CITY 2500 WEST MAIN STREET GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City		
Meeting Date	August 13, 2024		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	Approximately 2500 West Main Street		
Acreage	51.46 acres		
Existing Zoning	A-5		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Proposed Land Use Designation	VLDR (Very Low Density Residential) and PF (Public Facility)		
Existing Land Use	Agriculture – livestock		
Adjacent Zoning and Land Use	*North*	R-1-Flex (north side of Main Street)	Single family residential
	South	A-5	Agriculture – livestock
	East	TH-5/R-2	Single family residential/agriculture
	West	A-5/RA-1	Single family residential/open space
Date of DRC Review	June 26, 2024		
Date of Planning Commission Review	July 11, 2024		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

PUBLIC FACILITIES (PUB)

The Public Facilities (PUB) classification includes uses such as schools, places of worship, government facilities, recreation centers, parks, police and fire stations, libraries, and public utilities.

VERY LOW DENSITY RESIDENTIAL (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre.

REPORT ANALYSIS

Lehi City is requesting to amend the General Plan land use designation of this property from Very Low Density Residential Agriculture (VLDRA) to Very Low Density Residential (VLDR) and Public Facility (PF) on a 51.46 acre parcel located at approximately 2500 West Main Street. This request to amend the General Plan is part of the Lehi Strata Plumb Gardner Development Agreement, and a zone change has also been filed concurrently with this application to change the zone from A-5 to R-1-15 and PF. This application is to facilitate the construction of a new Public Works facility, Strata Network facility, and a residential subdivision. Approximately 16 acres will be designated as Public Facility and will front along Main Street, while the remaining 33 acres will be designated as VLDR to facilitate the residential subdivision.

The Development Code allows General Plan Amendments to be reviewed outside of the February and August review windows if they are city-initiated items. The Development Code also allows a Zone Change application and General Plan Amendment application to be considered concurrently if the purpose is to create a Public Facilities designation.

There were no comments from the DRC.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed general plan amendment. Any motion should include findings. Possible findings include:

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on July 11, 2024. The minutes and motion from this meeting are as follows:

2.5) Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street.

2.6) Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR

2.7) Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.

2.8) Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.

2.5, 2.6, 2.7, and 2.8 were all heard together to be clear and concise

Brittney presented information on items 2.5, 2.6, 2.7, 2.8

Commissioner Everett asked about the purpose of changing the density. Kim Struthers stated that the density was roughly closer to R1-15 rather than R1-12. He mentioned that Marlin Eldred had worked out the price of the development.

Steve Maddox, representing Edge Homes, was the applicant. He requested that Walter Plum be excused. Marlin Eldred procured the development agreement, with the residential section managed together and the commercial section by the city. Economics was also included in the agreement. The flexibility regarding water dedication and layout needed to be addressed. There would be connectivity with the trail corridor, with shared costs. He believed they would be connected and aimed to maintain transparency.
4o

Commission Chair Jackson opened the public hearing for items 2.5, 2.6, 2.7 and 2.8

Todd Reese (Lehi resident) - He stated that he felt it was a bit like an attempt to wear down the residents. His concern and intent were that a General Plan was in place, and he did not agree with amending it to suit the developer's objectives. From what he understood about STRATA, they were a mess, traffic was bad, and there was excessive noise. He felt it did not blend well with the surrounding property. He wanted to quote Mayor Johnson (Listen to quote). He stated that the development to the west couldn't be controlled, and adding density wouldn't help. He respected development and property rights but did not support amending the General Plan to achieve it.

Jill Elmont (Lehi resident) - When they bought their property, she questioned what that would do to their privacy and mentioned they paid out of pocket for it. The neighborhood did not have enough outlets, and she believed the outlets needed to be reconsidered. Since the property had been taken away, trees had grown, and raccoons were causing issues. She wanted this addressed and mentioned the trees were taken down for her family's safety. She agreed with land ownership but wanted to keep the area as nice as it had been.

Colton Smith (Lehi resident) - He had been to all three agencies to try to facilitate the purchase of the property. A power line ran through it, and currently, there were not enough outlets from the neighborhood. The neighborhood couldn't handle the traffic, and the General Plan clearly stated it could not be done in good faith. He was happy to pass along the ground he had acquired.

Patrick Tread (Lehi resident) - He echoed the previous comments. He stated that 2300 West was a mess, as was 700 South. Adding all the homes would create more problems. The congestion was horrible and would cause huge issues.

He mentioned that getting in and out of the neighborhood was hardly feasible and that it was already dangerous. He suggested that if the lot sizes were increased by half an acre, it would be more cohesive with the neighborhood. There were no sidewalks for kids walking to and from school, and he was frustrated with the lack of safety.

Brittney read the online comments that would be included in the record.

Commission Chair Jackson closed the public hearing on items 2.5, 2.6, 2.7 and 2.8

Mr. Maddox stated that the trail was intended to meet the neighbors' requests and would be included in the contract. He agreed that land use changes were necessary to service the residents in that area. They had asked for the same considerations with STRATA and wanted to protect their community and the surrounding communities. They did not want a messy site for the community.

Luke Seegmiller stated they would require traffic studies, noting 880 trips a day. The connections would be to the existing stub roads and at Grays Drive. There was a current MAG project to widen 2300 West to five lanes between Main Street and 2100 North, projected to be finished by August 2025. South of Main Street, 2300 West would require a traffic signal at Gray's Drive and 700 South. Many issues stemmed from regional traffic coming from Eagle Mountain and Saratoga Springs. UDOT had recently received federal funding and would start the 2100 North corridor, with construction beginning in 2026. Pioneer Crossing would be installing flex lanes starting in 2026 as well. These changes should alleviate traffic. He stated relief was coming, though it was not immediate. The project would not add significant traffic to the area. Kim Struthers applied to finish improvements on 700 South. MAG had provided funding for pedestrian and bicycle activity, but this would all take time, with funding expected in two years.

Commissioner Everett stated they couldn't start construction until water dedication was resolved. There was no sidewalk on the 700 South Island. Kim Struthers mentioned a ribbon road would be connected, and Richard Chu owned this property. Commissioner Everett asked if there was an ingress and egress on Main Street. Luke stated he was not sure what the developer had planned for the site, but a traffic study would be conducted. Mr. Maddox stated the City did not want the road stubbed out by limiting access to Main Street. He mentioned that traffic was a concern and wait times were an issue. Mr. Maddox stated their traffic study presented a global solution. Luke stated signal spacing would not allow another light. Commissioner Eyre asked if the City was requesting an exception for the road access. The only access to the City would be from Main Street. Commissioner Eyre asked if Edge would need an exception due to block length requirements. Kim stated that was a fair assessment and would need to be included in the development agreement. He also mentioned that aesthetics per code needed to be added. Mr. Maddox stated that engineering met the block length requirements. Commissioner Kunze asked if STRATA had a limited time in Lehi or if this was long-term. Kim stated they did not solely operate in Lehi and were not exclusively for Lehi City, indicating it would be a long-term site. This would facilitate the Lehi City Public Works building, and public facilities allowed for outside storage. Commissioner Eyre asked about the development on 700 South and if there would be connectivity. A cycle track would be added above the road. Commissioner Eyre stated it was a challenge and safety issue because of 700 South and asked about aligning the roads for connectivity. Kim stated the bike track would be separated by physical protection. Commissioner Jackson stated it upset him because you could not charge for a view. He stated property rights ended where the land ended.

Commissioner Everett looked at the numbers and, if it was developed as it currently stood, he didn't see it as a huge distraction. He liked that the City and STRATA would hold architectural standards. He acknowledged there would be traffic issues and hoped drivers could be respectful and safe. He saw the benefit for each applicant and did not feel that Lehi was the sole source of traffic or the lack of planning.

Commissioner Jackson stated there was a general plan for a reason and held it in high regard but was not opposed to amending the agreement. If it benefited the city, they were open to amendments. He wanted more conversation on ingress and egress and outlets. He urged the public to engage with the City Council members.

Commissioner Lockhart did not love everything about the agreement but wanted to recognize the compromise. She acknowledged it could be frustrating but commended the hard work from staff, the developer, and the neighbors. She favored the idea of finding high growth and being more proactive.
Commissioner Kunze also wanted to recognize the developers for compromising. She stated they had no idea what

would happen to Lehi and felt this was a good option that would work for a long time.

Commission Chair Jackson reopened the public hearing for all items.

Colton Smith asked for clarification regarding the green space on the plat map. He inquired about the interest in placing a public facility in that area and wanted to know why it was allowed to be located on that piece of property.

Jill Elmont echoed Mr. Smith's concerns and asked if the properties behind the homes would be larger. She also had questions about traffic and wondered why this particular property was chosen. She expressed significant concern about traffic issues.

Todd Reese asked for clarification about the triangle at the public facilities. He mentioned that the ground had been reduced to allow for more homes. He noted that people race on Main Street, which could create issues for STRATA if they are heading west, leading to wrecks and posing a safety concern, along with the increased traffic from the public facility.

Megan Trent expressed high concern about traffic as well. She asked for clarification on the three exits and their locations. She echoed concerns about the effectiveness of traffic studies, noting that it didn't seem like anything changed even after a traffic study was concluded. She acknowledged the compromise and felt better about what was being proposed that night.

Robert Peck (Lehi resident) noted that his street was stubbed and expected a road to be punched through. He wanted to know when the road would be stubbed through near the cattle trail property. He stated that not requiring three exits in and out of the neighborhood could lead to a potential disaster.

Commission Chair Jackson closed the public hearing for all items.

Steve Maddox wanted to address some questions. He thanked the Commissioners for their time and explained that the reason for the public facility was due to the City's division and large size. Kim clarified that as part of the agreement, there would be smaller lot sizes, but the overall density had to match the R1-15 zone. Not all the lots would be smaller; there would also be larger lots. Luke stated that there were existing stub roads at 2500 West and River Way for ingress/egress and that there was a stub road on Gray's Road that could not be built until it was acquired. He mentioned that the traffic study would assist with this. Commissioner Lockhart asked why the facility was being placed on Main Street and sought clarification for those with public comments. Kim explained that with the growth on the west side, part of the need for the facility was for emergency purposes, as all current facilities were on the east side. More space was needed due to outgrowing the current facilities.

2.5 Motion: Commissioner Lockhart moved to recommend approval of **Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street;** including all DRC comments and findings stated in the report**.** With the recommendation that Staff evaluate the connectivity requirements and give considerations to aesthetics. Commissioner Kunze seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, no; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed 4 – 1.

2.6 Motion: Commissioner Everett moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.7 Motion: Commissioner Eyre moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility;** including all DRC comments and findings stated in the report, not including the compatibility of the surrounding areas, but allowing to bring more services to this area of the City. Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.8 Motion: Commissioner Kunze moved to recommend approval of **Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2500 West Main General Plan Amendment
DRC Redline Comments

Lehi City – Requests review of a General Plan Amendment on 51.75 acres located at approximately 2500 West Main Street, changing the land use designation from Very Low Density Residential Agricultural to Public Facilities and Very Low Density Residential.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth
Assigned Planner: Katie
Representatives of the Applicant Present:
Date of Plans Reviewed: 6/13/2024
Time Start: 4:00 PM
Time End: 4:05 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary – Building/Inspections: No Comments
Shelbey – Public Works: No Comments
Brad – Engineering: No comments.
Kim – Planning: No comments.

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Insert Definitions for existing and proposed land uses from the General Plan pages 21-26

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 11TH. (NEED ENVELOPES BEFORE SCHEDULING)

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 46-2024

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP AT APPROXIMATELY 2500 WEST MAIN STREET

WHEREAS, on August 13, 2024, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on July 11, 2024, to review and make a recommendation on the General Plan Amendment located at approximately 2500 West Main Street changing the land use designation from Very Low Density Residential Agriculture (VLDRA) to Public Facility (PF) and Low Density Residential (LDR), as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on August 13, 2024, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Very Low Density Residential Agriculture (VLDRA) to Public Facility (PF) and Low Density Residential (LDR).

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property from VLDRA to PF and LDR. The total amendment will include approximately 50-acres of property located at approximately 2500 West Main Street, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 46 -2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

A. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

B. The City Council hereby directs that the official copy of the Lehi City General Plan be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 13th day of August 2024.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Exhibit A

COM S 574.2 FT & W 423.6 FT FR E 1/4 COR. SEC. 13, T5S, R1E, SLB&M.; S 89 DEG 13' 0" W 391.75 FT; N 0 DEG 8' 32" E 4.9 FT; S 89 DEG 13' 0" W 280.03 FT; S 2 DEG 26' 11" W 4.91 FT; S 0 DEG 23' 0" E 649.97 FT; S 1 DEG 41' 0" W 91.7 FT; S 89 DEG 8' 0" W 608.89 FT; N 0 DEG 57' 0" E 951.76 FT; E .62 FT; N 0 DEG 57' 0" E 756.96 FT; S 89 DEG 32' 0" E 458.7 FT; N 0 DEG 7' 0" W 513.49 FT; N 87 DEG 56' 7" E 8.42 FT; N 87 DEG 55' 58" E 268.95 FT; N 1 DEG 5' 0" W 234.63 FT; N 89 DEG 9' 46" E 95.98 FT; N 89 DEG 44' 8" E 39.79 FT; S 89 DEG 41' 29" E 378.94 FT; S 0 DEG 10' 0" E 1702.33 FT TO BEG. AREA 49.958 AC.

LEHI CITY
PIONEERING UTAH'S FUTURE
Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

June 19, 2024

Narrative – 2500 W Main Street General Plan Amendment and Zone Change

As Lehi City grows, our need for additional space for public works facilities is also increasing. The City's Public Works Department has been looking for an additional location for a Public Works facility on the west side of the City for a number of months. An additional facility west of I-15 would help with better efficiency of operations, and would have the additional benefit of having facilities on both sides of I-15 that could help in case of emergency, and access across the freeway was not possible. At the same time, Strata has also been looking for a permanent site to locate their operations as they continue to build out the City's fiber network, and plan to continue serving the City's fiber system after the initial installation of the network is complete.

A portion of the subject property along west Main Street became available, and the City and Strata have been in negotiations with the current owner, Gardner-Plumb, L.C. On April 23rd, 2024, the City Council held a discussion regarding uses of the subject property and their willingness to enter into a development agreement that would allow the City and Strata to purchase a portion of the property along Main Street. The proposed development agreement is being considered concurrently with this request, along with the associated zone changes for each of the three parties involved (Lehi City - PF, Strata - PF, Gardner-Plumb, L.C. – R-1-15). The State Code now requires all development agreements that deal with land use issues to be reviewed by the Planning Commission prior to consideration by the City Council.

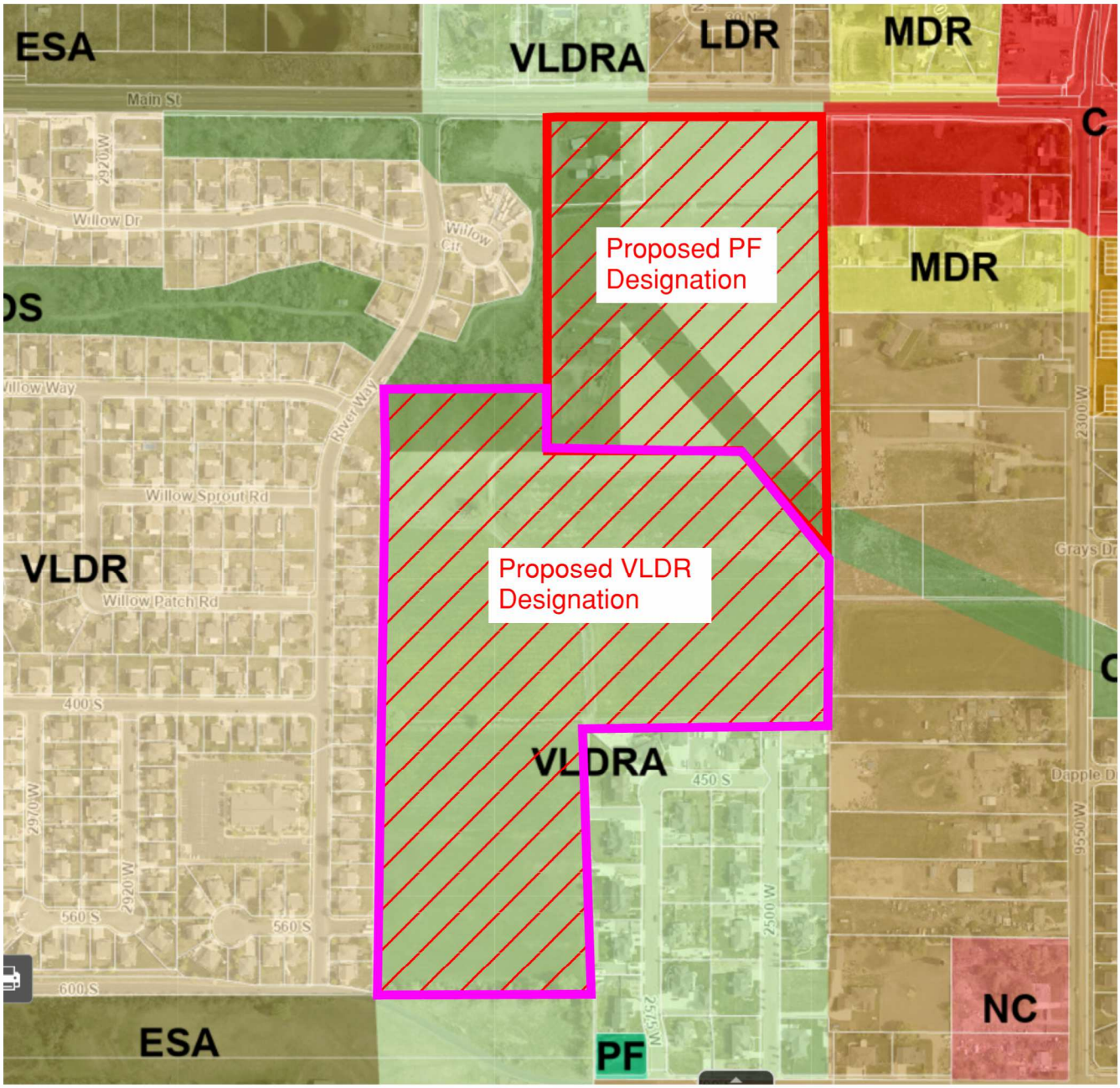
The proposed designations of PF and VLDR are compatible with the existing land uses of nearby and adjoining properties. Much of the frontage of Main Street has been designated for commercial uses, and is not ideal for single family residential immediately adjacent to a major roadway. The VLDR designation on the remainder of the property is compatible with the adjacent residential and agricultural uses to the east (planned for future LDR on the General Plan) and the RA-1 Zoned Jordan Willows subdivision, and will have lot sizes similar to what is currently in that neighborhood. The proposed amendment will not have a detrimental effect on the character of the surrounding area, and the change in the uses allowed for the affected properties will not unduly affect the uses, or proposed uses for nearby and adjoining properties. For the reasons stated above, and for the additional reason of providing additional housing to meet the growing demand in the area, this change will have a positive effect on the public health, safety and welfare and overall community benefit.

The Development Code does allow for City initiated General Plan amendments outside the typical windows of February and August. The Code also allows for concurrent processing of a General Plan Amendment and Zone Change when the purpose is for creating a Public Facilities designation. As part of the development agreement, Gardner-Plumb, L.C. is also being allowed to submit a zone change request for their remaining property (approximately 36 acres).

Thank you,

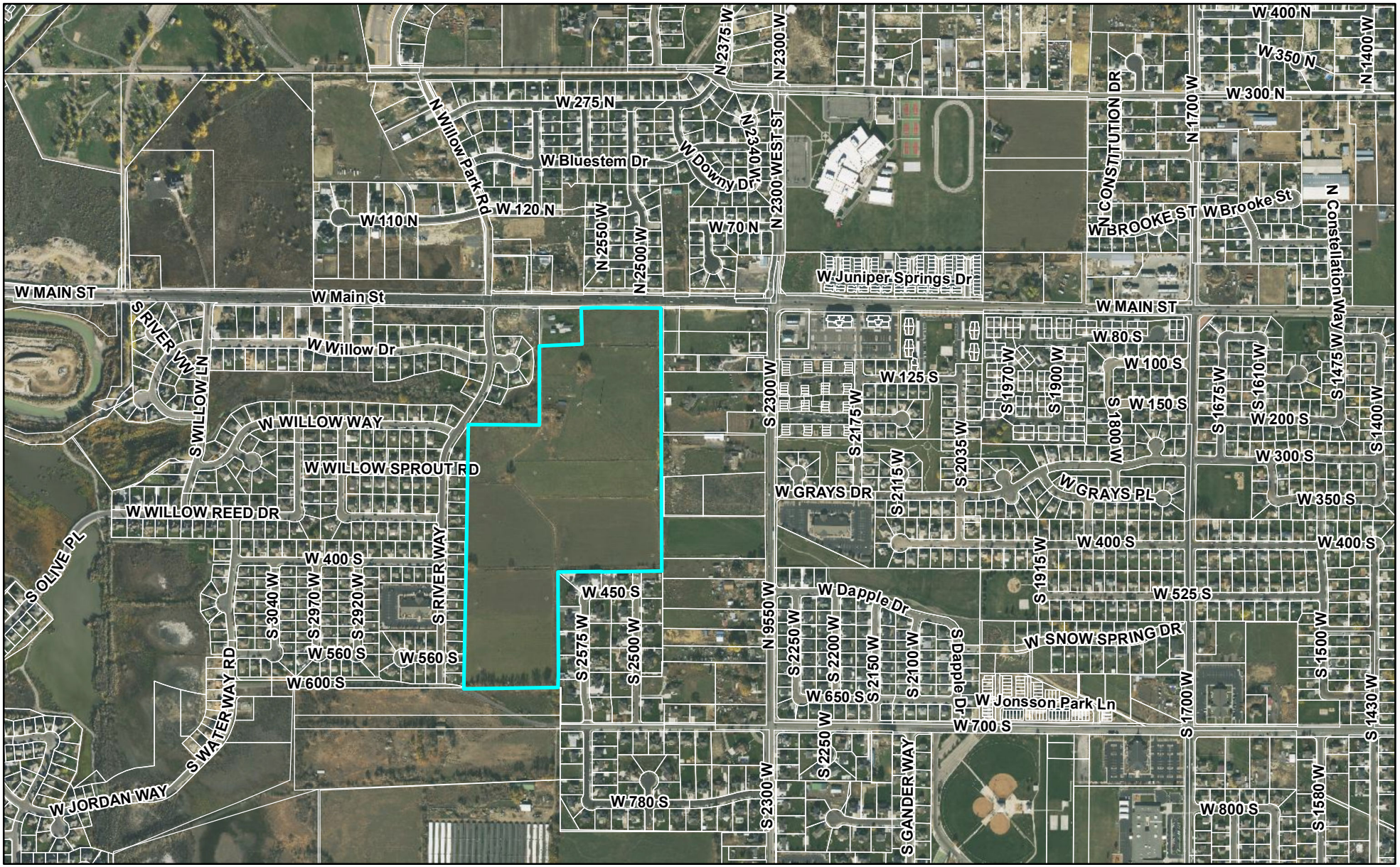
Kim Struthers, AICP
Community Development Director

2500 W Main Street
Proposed General Plan Amendment



Lehi City General Plan Amendment and Zone Change

Aerial Map

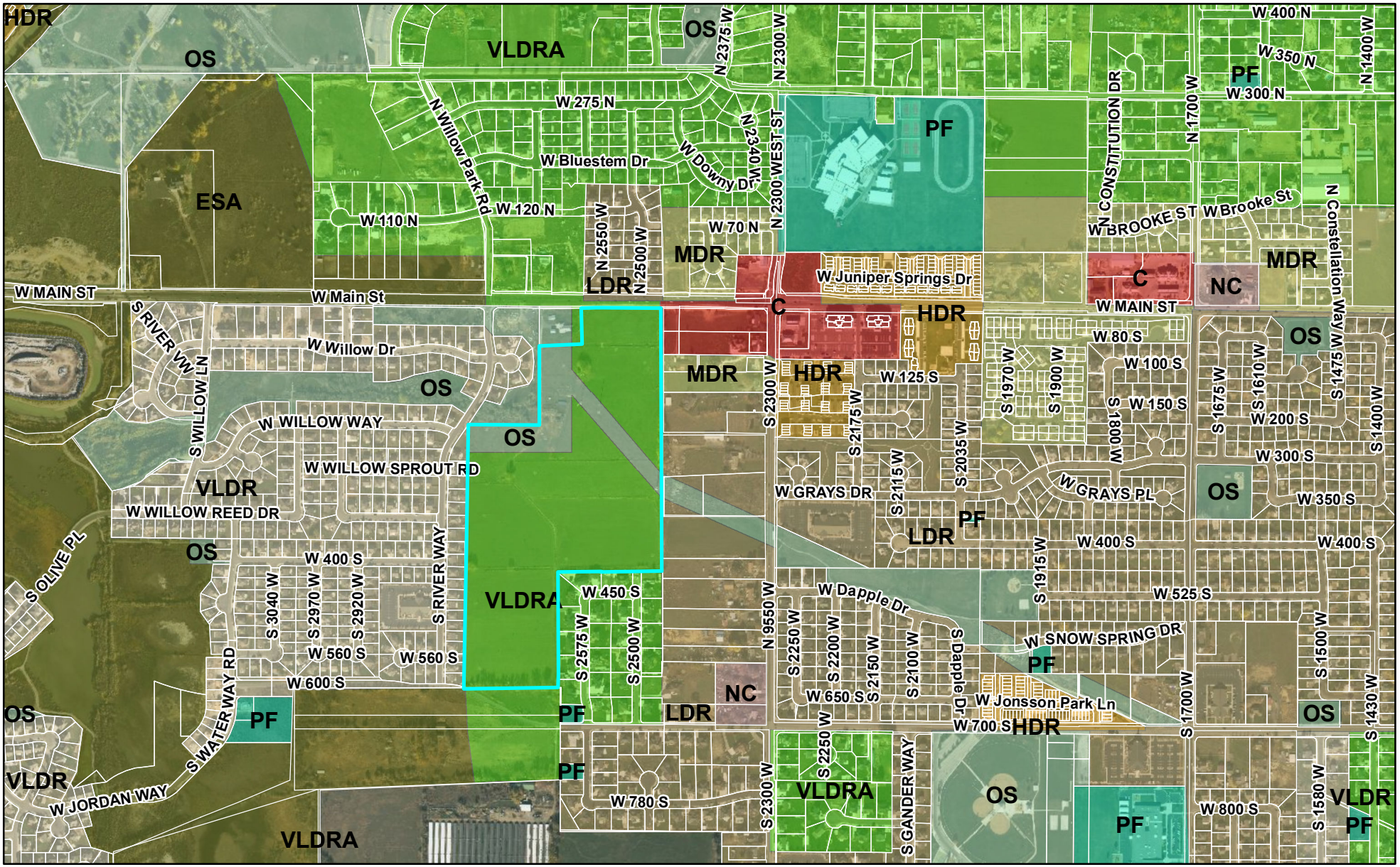


0 1,000 2,000 Feet

LEHI CITY

Lehi City General Plan Amendment and Zone Change

General Plan Map

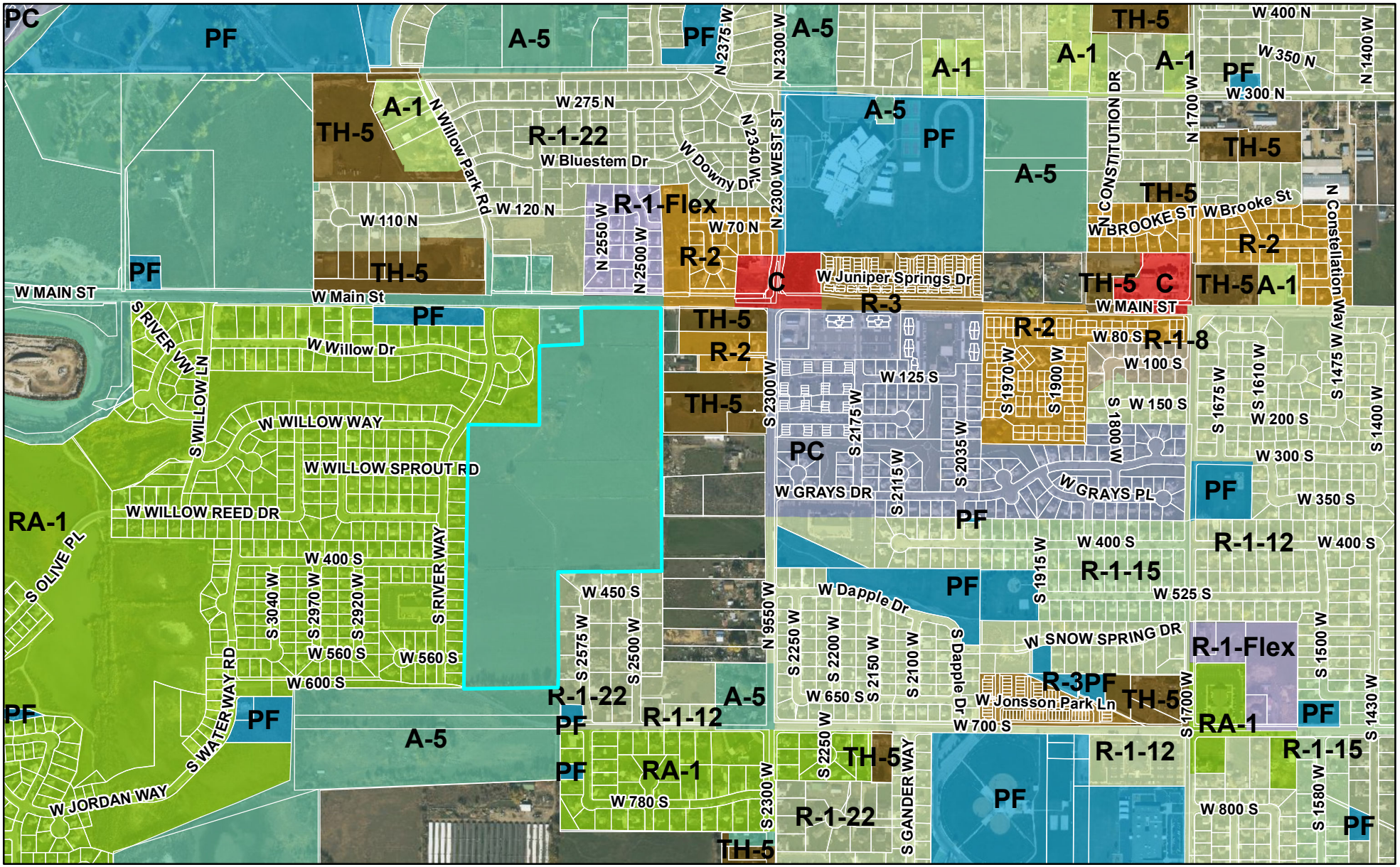


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LEHI CITY

Lehi City General Plan Amendment and Zone Change

Zoning Map



LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #47-2024, approving a Zone Change on 33.86 acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.

Suggested Action:

Attachments:

CC Staff Report Edge Homes Main Street Zone Change 07.23.24.docx

Edge Homes 2500 West Main Zone Change DRC 6.26.2024.docx

Ord 47-2024.docx

Gardner Plumb Zoning Map Amendment Narrative new.pdf

Gardner Plumb Zone Change 06.26.24.pdf

Aerial Map.pdf

General Plan map.pdf

Zoning Map.pdf

EDGE HOMES MAIN STREET ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Edge Homes		
Meeting Date	August 13, 2024		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 2500 West Main Street		
Project Area	33.86 acres		
Existing Zoning	A-5		
Proposed Zoning	R-1-15		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Adjacent Zoning and Land Use	*North*	R-1-Flex	Single family residential
	South	A-5	Agriculture- livestock
	East	TH-5/R-2	Single family residential/agriculture
	West	A-5/RA-1	Single family residential/open space
Date of DRC Review	June 26, 2024		
Date of Planning Commission Review	July 11, 2024		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

VERY LOW DENSITY RESIDENTIAL (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

November 17, 2022	Lehi City Planning Commission gave a negative recommendation for the Gardner-Plumb Main Street concept plan and General Plan Amendment from VLDRA to LDR.
March 28, 2024	Lehi City Planning Commission gave a negative recommendation for the Garnder-Plumb Main Street General Plan Amendment from VLDRA to LDR.
April 23, 2024	Lehi City Council denied the Gardner-Plumb Main Street General Plan Amendment from VLDRA to LDR with direction to pursue a development agreement.

REPORT ANALYSIS

The applicant is seeking review and recommendation of a proposed zone change from A-5 to R-1-15 on 33.86 acres located at approximately 2500 West Main Street. This request for a zone change is part of the Lehi Strata Plumb Gardner Development Agreement, and a General Plan Amendment to change the designation from Very Low Density Residential Agriculture (VLDRA) to Very Low Density Residential (VLDR) has been filed concurrently. This application is to facilitate the construction of a new residential subdivision on approximately 33 acres. The applicant's narrative states that having the zone be R-1-15 would be more consistent and complimentary with the lot sizes of adjacent properties, namely the Jordan Willows subdivision to the west.

This zone change application was submitted concurrently with a City initiated General Plan Amendment to amend the General Plan Designation from VLDRA to VLDR and PF. This zone change application is also part of the Lehi Strata Plumb Gardner Development Agreement that specifies the zone change application can be submitted with the City initiated applications.

DRC Comments
The DRC had two redline comments, including:
1. R-1-12 or R-1-15? It should be R-1-15. Change in the narrative.
2. Dedicate required water rights prior to recording the zone change.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 11, 2024. The minutes and motion from this meeting are as follows:

2.5) Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street.

2.6) Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR

2.7) Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.

2.8) Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.

2.5, 2.6, 2.7, and 2.8 were all heard together to be clear and concise

Brittney presented information on items 2.5, 2.6, 2.7, 2.8

Commissioner Everett asked about the purpose of changing the density. Kim Struthers stated that the density was roughly closer to R1-15 rather than R1-12. He mentioned that Marlin Eldred had worked out the price of the development.

Steve Maddox, representing Edge Homes, was the applicant. He requested that Walter Plum be excused. Marlin Eldred procured the development agreement, with the residential section managed together and the commercial section by the city. Economics was also included in the agreement. The flexibility regarding water dedication and layout needed to be addressed. There would be connectivity with the trail corridor, with shared costs. He believed they would be connected and aimed to maintain transparency.
4o

Commission Chair Jackson opened the public hearing for items 2.5, 2.6, 2.7 and 2.8

Todd Reese (Lehi resident) - He stated that he felt it was a bit like an attempt to wear down the residents. His concern and intent were that a General Plan was in place, and he did not agree with amending it to suit the developer's objectives. From what he understood about STRATA, they were a mess, traffic was bad, and there was excessive noise. He felt it did not blend well with the surrounding property. He wanted to quote Mayor Johnson (Listen to quote). He stated that the development to the west couldn't be controlled, and adding density wouldn't help. He respected development and property rights but did not support amending the General Plan to achieve it.

Jill Elmont (Lehi resident) - When they bought their property, she questioned what that would do to their privacy and mentioned they paid out of pocket for it. The neighborhood did not have enough outlets, and she believed the outlets needed to be reconsidered. Since the property had been taken away, trees had grown, and raccoons were causing issues. She wanted this addressed and mentioned the trees were taken down for her family's safety. She agreed with land ownership but wanted to keep the area as nice as it had been.

Colton Smith (Lehi resident) - He had been to all three agencies to try to facilitate the purchase of the property. A power line ran through it, and currently, there were not enough outlets from the neighborhood. The neighborhood couldn't handle the traffic, and the General Plan clearly stated it could not be done in good faith. He was happy to pass along the ground he had acquired.

Patrick Tread (Lehi resident) - He echoed the previous comments. He stated that 2300 West was a mess, as was 700 South. Adding all the homes would create more problems. The congestion was horrible and would cause huge issues. He mentioned that getting in and out of the neighborhood was hardly feasible and that it was already dangerous. He suggested that if the lot sizes were increased by half an acre, it would be more cohesive with the neighborhood. There were no sidewalks for kids walking to and from school, and he was frustrated with the lack of safety.

Brittney read the online comments that would be included in the record.

Commission Chair Jackson closed the public hearing on items 2.5, 2.6, 2.7 and 2.8

Mr. Maddox stated that the trail was intended to meet the neighbors' requests and would be included in the contract. He agreed that land use changes were necessary to service the residents in that area. They had asked for the same considerations with STRATA and wanted to protect their community and the surrounding communities. They did not

want a messy site for the community.

Luke Seegmiller stated they would require traffic studies, noting 880 trips a day. The connections would be to the existing stub roads and at Grays Drive. There was a current MAG project to widen 2300 West to five lanes between Main Street and 2100 North, projected to be finished by August 2025. South of Main Street, 2300 West would require a traffic signal at Gray's Drive and 700 South. Many issues stemmed from regional traffic coming from Eagle Mountain and Saratoga Springs. UDOT had recently received federal funding and would start the 2100 North corridor, with construction beginning in 2026. Pioneer Crossing would be installing flex lanes starting in 2026 as well. These changes should alleviate traffic. He stated relief was coming, though it was not immediate. The project would not add significant traffic to the area. Kim Struthers applied to finish improvements on 700 South. MAG had provided funding for pedestrian and bicycle activity, but this would all take time, with funding expected in two years.

Commissioner Everett stated they couldn't start construction until water dedication was resolved. There was no sidewalk on the 700 South Island. Kim Struthers mentioned a ribbon road would be connected, and Richard Chu owned this property. Commissioner Everett asked if there was an ingress and egress on Main Street. Luke stated he was not sure what the developer had planned for the site, but a traffic study would be conducted. Mr. Maddox stated the City did not want the road stubbed out by limiting access to Main Street. He mentioned that traffic was a concern and wait times were an issue. Mr. Maddox stated their traffic study presented a global solution. Luke stated signal spacing would not allow another light. Commissioner Eyre asked if the City was requesting an exception for the road access. The only access to the City would be from Main Street. Commissioner Eyre asked if Edge would need an exception due to block length requirements. Kim stated that was a fair assessment and would need to be included in the development agreement. He also mentioned that aesthetics per code needed to be added. Mr. Maddox stated that engineering met the block length requirements. Commissioner Kunze asked if STRATA had a limited time in Lehi or if this was long-term. Kim stated they did not solely operate in Lehi and were not exclusively for Lehi City, indicating it would be a long-term site. This would facilitate the Lehi City Public Works building, and public facilities allowed for outside storage. Commissioner Eyre asked about the development on 700 South and if there would be connectivity. A cycle track would be added above the road. Commissioner Eyre stated it was a challenge and safety issue because of 700 South and asked about aligning the roads for connectivity. Kim stated the bike track would be separated by physical protection. Commissioner Jackson stated it upset him because you could not charge for a view. He stated property rights ended where the land ended.

Commissioner Everett looked at the numbers and, if it was developed as it currently stood, he didn't see it as a huge distraction. He liked that the City and STRATA would hold architectural standards. He acknowledged there would be traffic issues and hoped drivers could be respectful and safe. He saw the benefit for each applicant and did not feel that Lehi was the sole source of traffic or the lack of planning.

Commissioner Jackson stated there was a general plan for a reason and held it in high regard but was not opposed to amending the agreement. If it benefited the city, they were open to amendments. He wanted more conversation on ingress and egress and outlets. He urged the public to engage with the City Council members.

Commissioner Lockhart did not love everything about the agreement but wanted to recognize the compromise. She acknowledged it could be frustrating but commended the hard work from staff, the developer, and the neighbors. She favored the idea of finding high growth and being more proactive.
Commissioner Kunze also wanted to recognize the developers for compromising. She stated they had no idea what would happen to Lehi and felt this was a good option that would work for a long time.

Commission Chair Jackson reopened the public hearing for all items.

Colton Smith asked for clarification regarding the green space on the plat map. He inquired about the interest in placing a public facility in that area and wanted to know why it was allowed to be located on that piece of property.

Jill Elmont echoed Mr. Smith's concerns and asked if the properties behind the homes would be larger. She also had questions about traffic and wondered why this particular property was chosen. She expressed significant concern about traffic issues.

Todd Reese asked for clarification about the triangle at the public facilities. He mentioned that the ground had been reduced to allow for more homes. He noted that people race on Main Street, which could create issues for STRATA if they are heading west, leading to wrecks and posing a safety concern, along with the increased traffic from the public

facility.

Megan Trent expressed high concern about traffic as well. She asked for clarification on the three exits and their locations. She echoed concerns about the effectiveness of traffic studies, noting that it didn't seem like anything changed even after a traffic study was concluded. She acknowledged the compromise and felt better about what was being proposed that night.

Robert Peck (Lehi resident) noted that his street was stubbed and expected a road to be punched through. He wanted to know when the road would be stubbed through near the cattle trail property. He stated that not requiring three exits in and out of the neighborhood could lead to a potential disaster.

Commission Chair Jackson closed the public hearing for all items.

Steve Maddox wanted to address some questions. He thanked the Commissioners for their time and explained that the reason for the public facility was due to the City's division and large size. Kim clarified that as part of the agreement, there would be smaller lot sizes, but the overall density had to match the R1-15 zone. Not all the lots would be smaller; there would also be larger lots. Luke stated that there were existing stub roads at 2500 West and River Way for ingress/egress and that there was a stub road on Gray's Road that could not be built until it was acquired. He mentioned that the traffic study would assist with this. Commissioner Lockhart asked why the facility was being placed on Main Street and sought clarification for those with public comments. Kim explained that with the growth on the west side, part of the need for the facility was for emergency purposes, as all current facilities were on the east side. More space was needed due to outgrowing the current facilities.

2.5 Motion: Commissioner Lockhart moved to recommend approval of **Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street;** including all DRC comments and findings stated in the report**.** With the recommendation that Staff evaluate the connectivity requirements and give considerations to aesthetics. Commissioner Kunze seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, no; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed 4 – 1.

2.6 Motion: Commissioner Everett moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.7 Motion: Commissioner Eyre moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility;** including all DRC comments and findings stated in the report, not including the compatibility of the surrounding areas, but allowing to bring more services to this area of the City. Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.8 Motion: Commissioner Kunze moved to recommend approval of **Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

Edge Homes 2500 West Zone Change
DRC Redline Comments

Edge Homes – Requests review of a Zone Change on 36.93 acres located at approximately 2500 West Main Street, changing the zoning from A-5 Agriculture to R-1-15 Single-Family Residential.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, Trent Dyer
Assigned Planner: Katie Bussell
Representatives of the Applicant Present: Brandon Watson, Michael Budge, Brady Morris
Date of Plans Reviewed: 6/13/2024
Time Start: 4:00 PM
Time End: 4:05 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary – Building/Inspections: No comments.
Shelbey – Public Works: No comments
Brad – Engineering: No comments.
Kim – Planning:
1. R-1-12 or R-1-15?- change in the write up.
2. Dedicate required water rights prior to recording the zone change.

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Insert Definitions for existing and proposed land uses from the General Plan pages 21-26

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 11TH. (NEED ENVELOPES BEFORE SCHEDULING)

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2024-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 2500 WEST MAIN STREET

WHEREAS, Edge Homes, applicant for the property located at approximately 2500 West Main Street, and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-15; and

WHEREAS, following a public hearing on July 11, 2024, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on August 13, 2024, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 11, 2024; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The Zone District Designation and the Zoning District Map of the properties described on Exhibit "A" are hereby amended to Public Facility.

PART II:

A. If a provision of this Ordinance -2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 13th day of August 2024.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT A

EDGE HOMES PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09’44” WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP.

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED MORE PARTICULARLY:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEHI MAIN STREET, SAID POINT BEING 1128.03 FEET NORTH 00°09’44” WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND 425.44 FEET NORTH 90°00’00” WEST AND 1274.37 FEET SOUTH 00°10'00" EAST FROM THE EAST QUARTER CORNER OF SAID SECTION 13; RUNNING THENCE SOUTH 00°10'00" EAST, 428.15 FEET; THENCE SOUTH 89°13'00" WEST, 391.64 FEET; THENCE NORTH 00°08'09" EAST, 5.25 FEET; THENCE SOUTH 89°13'00" WEST, 280.04 FEET; THENCE SOUTH 01°20'45" WEST, 5.08 FEET; THENCE SOUTH 50°04'59" EAST, 0.27 FEET; THENCE SOUTH 00°23'00" EAST, 650.00 FEET; THENCE SOUTH 01°41'00" WEST, 91.41 FEET; THENCE SOUTH 89°08'00" WEST, 606.32 FEET; THENCE NORTH 00°10'56" EAST, 306.19 FEET; THENCE NORTH 01°11'00" EAST, 644.95 FEET; THENCE NORTH 00°55'58" EAST, 757.02 FEET; THENCE SOUTH 89°33'02" EAST, 438.70 FEET; THENCE SOUTH 00°08'02" EAST, 86.08 FEET; THENCE NORTH 89°51'58" EAST, 380.00 FEET; THENCE NORTH 89°51'58" EAST, 1.90 FEET; THENCE SOUTH 41°49'00" EAST, 534.74 FEET; THENCE SOUTH 65°07'00" EAST, 78.18 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,475,246 SQ. FT. OR 33.87 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

Dear Lehi City,

The following narrative is intended to provide the requested information in the Application for Zoning Map Amendment.

We are requesting that the Zoning be amended to change the zone of the subject property from A-5 to R-1-15. The reason for this change is to provide similarly sized single family lots as the surrounding areas. The current zone (A-5) is surrounded by RA-1 to the west, R-1-22 to the south, and county properties to the east. To provide a more consistent lot size in the area we would propose that the Zoning Map be amended to allow the subject property to develop lots as R-1-15.

This change would not only provide the area with more consistency but would also be compatible with the surrounding uses of the adjoining properties and communities by keeping lots and homes similar in size. We feel that by amending the subject property to R-1-15, the effect on the character of the surrounding area will be positive since the surrounding areas have similar zoning to that which we are requesting.

The communities to the West and East of the subject property have average lot sizes in the quarter acre range. There is a small neighborhood to the Southeast of the subject property that has some larger lots in the half-acre range. The R-1-15 zone change would provide consistency with the surrounding properties on a lot size basis.

As part of this change, we are proposing lots with a minimum square footage of 12,000. All other criteria for the R-1-15 will be met (i.e. lot widths, setbacks, etc.). All roadways will be public 60-foot wide roadways, consistent with current Lehi City standards. This project will also provide a City Master-Planned Trail connecting the Powerline Trail to the 700 South Cycle Track.

We feel that based on the surrounding zones, this amendment makes sense and provides consistency and compatibility with the surrounding areas and provides a similar character to the neighborhood and surrounding communities.

Respectfully,

Brandon Parr

Edge Homes

100 0 100 200
SCALE IN FEET

LOCATION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BENCHMARK
EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
BENCHMARK ELEVATION=4506.20

REFERENCE DOCUMENTS
STATE PLANE COORDINATE & DEPENDENT RESURVEY NE 1/4 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

DEARDEN PROPERTY
RECORD OF SURVEY 13-119

LEGEND
- BOUNDARY LINE
- ADJOINING PARCELS
- SECTION LINE
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELEC
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN
- EXCEPTIONS/EASEMENT LINE
- (#) TITLE EXCEPTION NUMBER
- SSMH EXISTING SEWER MANHOLE
- SDMH EXISTING STORM MANHOLE
- CB EXISTING CATCH BASIN
- PP EXISTING POWER POLE
- EB EXISTING ELECTRICAL BOX
- TB EXISTING TELEPHONE BOX

NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (MONUMENT FOUND)

JORDAN WILLOWS 2-PLAT K ENTRY 136852:2005
JORDAN WILLOWS 2 PLAT J ENTRY 22553:2005
JORDAN WILLOWS 2-PLAT J ENTRY 22553:2005
560 S.
LOT 390 43:156:0399
LOT 388 43:156:0398
LOT 307 43:156:0307
LOT 306 43:156:0306
LOT 305 43:156:0305
LOT 304 43:156:0304
LOT 303 43:156:0303
LOT 302 43:156:0302
LOT 301 43:156:0301
LOT 203 43:146:0203
LOT 202 43:146:0202
LOT 201 43:146:0201
LOT 9 43:131:0009
LOT 8 43:131:0008
LOT 7 43:131:0007
LOT 6 43:131:0006
LOT 5 43:131:0005
LOT 4 43:131:0004
LOT 3 43:131:0003
N 00°09'30" E 12.06'
N 00°09'30" E 207.23'
N 00°57'00" E 732.25'
N 00°57'00" E 757.02'
EXIST. TB
EXIST. WATER VALVE
EXIST. 20" PIPE
EXIST. DITCH
PARCEL GAPS (MAY REQUIRE RESOLVE)
EXIST. TB
EXIST. EB
S 89°32'00" E 458.70'
LEHI IRRIGATION COMPANY EASEMENT
CHU, RICHARD HUNG-HSIUNG 58:028:0005
S 89°08'00" W 606.21'
EXIST. DITCH
EXIST. 24" PIPE
LEHI CITY 43:131:0054
N 00°07'00" W 513.48'
EXIST. SPOILS PILE
EXIST. GRAVEL ROAD
EXIST. CORAL
EXIST. PP
EXIST. EB
EXIST. TB
EXIST. PP
N 87°55'57" E 278.09'
DEARDEN, DONNA W 58:030:0118
S 01°20'45" W 5.08'
S 50°04'59" E 0.27'
EXIST. 24" PIPES
EXIST. IRR. BOX WITH HEADGATE
S 01°41'00" W 91.41'
S 00°23'00" E 650.00'
SUBJECT PROPERTY
50.00 Acres
EXIST. PP
EXIST. SIDEWALK CURB & GUTTER
N 01°05'00" W 234.62'
N 89°19'50" E 135.76'
EXIST. EB
EXIST. PP
UTAH POWER & LIGHT EASEMENT 15
EXIST. PP
EXIST. 24" PIPE
TEMPORARY CONSTRUCTION EASEMENT 17
MAIN STREET
TRANSMISSION LINE EASEMENT 13
LOT 1 38:404:0001
LOT 2 38:404:0002
LOT 3 38:404:0003
LOT 4 38:404:0004
LOT 5 38:404:0005
LOT 6 38:404:0006
LOT 7 38:404:0007
LOT 8 38:404:0008
ELNORA ESTATES FINAL PLAT 12209
N 00°08'09" E 5.25'
S 89°13'00" W 280.04'
S 89°13'00" W 391.68'
LEHI IRRIGATION COMPANY EASEMENT
LEHI CITY STORM DRAIN EASEMENT
EXIST. CONCRETE DITCH
EXIST. SSMH
2500 W.
EXIST. CLEANOUTS
EXIST. PP
EXIST. DITCH
PARCEL GAPS (MAY REQUIRE RESOLVE)
LEHI IRRIGATION COMPANY EASEMENT
S 89°41'29" E 378.93'
EXIST. SDMH AND CB
EXIST. PP
EXIST. EB
EXIST. SDMH AND CB
P.O.B.
S 00°10'00" E 1702.55'
S 89°50'13" W 425.43' (P.O.B.)
N 89°50'38" E 2675.99' (M)
N 89°50'44" E 2676.04' (R)
MILLER 58:031:0007
UTAH POWER & LIGHT 58:031:0011
ALPINE VALLEY HOLDINGS 58:031:0023
ALPINE VALLEY HOLDINGS 58:031:0021
REES 58:030:0029
REES 58:030:0038
SHED
REES 58:030:0005
EVANS 58:030:0078
EVANS 58:030:0077
EVANS 58:030:0073
1129.27' (P.O.B.)
BASIS OF BEARING: N 00°09'47" W 2655.33' (M) 2655.43' (R)
EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (MONUMENT FOUND)
NORTHEAST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (MONUMENT FOUND)

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE : 11/2021
SURVEY BY : PEPG CREW
DRAWN BY : BGB/RSL
DESIGNED BY : N/A
CHECKED BY : RSL
SCALE : 1"=100'

PEPG CONSULTING L.L.C.
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 352-2521 • FAX: (801) 352-2551

GARDNER-PLUMB, L.C.
ALTA/NSPS SURVEY
PARCEL NO. 58:030:0116
LEHI, UTAH

DWG \ ALTA-01
DRAWING FILE
1120.2110
PROJECT NUMBER
NOVEMBER 23, 2021
LAST REVISED

LEHI
CITY

SHEET NO. 2/2

TITLE REPORT EXCEPTIONS

Fidelity National Title Insurance Company
File Number: 149873-DMF
Commitment Date: August 9, 2021 at 7:30AM

1.-12. {Not a survey matter}

13. Transmission Line Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded December 16, 1942, as Entry No. 10256, in Book 370, at Page 503. {Affects subject parcel as shown hereon}

14. Easement in favor of Lehi Irrigation Company to improve the Lehi Irrigation Company Canal, such construction to include widening, clearing, straightening and concrete lining; for or in connection with the operation, maintenance, and inspection of such canal; and for the flowage of any waters in, over, upon or through such canal and incidental purposes, by instrument recorded April 5, 1966, as Entry No. 4237, in Book 1043, at Page 555. {Affects subject parcel as shown hereon}

15. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded January 19, 1978, as Entry No. 2523, in Book 1615, at Page 246. {Affects subject parcel as shown hereon}

16. Easement in favor of Lehi City, Utah County, State of Utah for storm water drainage pipelines and related facilities, and incidental purposes, by instrument recorded December 7, 2005, as Entry No. 141599:2005. {Affects subject parcel as shown hereon}

17. Temporary Construction Easement in favor of Lehi City to facilitate the construction and access related to utility locating operations, sloped embankments, slope transitions, driveway transitions and all other related activities pertinent to the construction of improvements of Lehi Main Street and incidental purposes, by instrument recorded January 14, 2020, as Entry No. 4863:2020.

18. Annexation Agreement, by and between Lehi City Corporation, a municipal corporation of the State of Utah and the Undersigned Property Owners recorded February 10, 1999 as Entry No. 16186 in Book 4971 at Page 85. {Affects subject parcel - blanket in nature}

19. Notice of Water Rights Conveyance Requirements Affecting Development of Property recorded February 10, 1999 as Entry No. 16187 in Book 4971 at Page 94. {Affects subject parcel - blanket in nature}

20. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded May 15, 2014 as Entry No. 32892:2014. {Affects subject parcel - blanket in nature}

21.-22. {Not a survey matter}



VICINITY MAP

LEGAL DESCRIPTIONS

Beginning at a point which is located 1052.15 feet North and 1206.23 feet West from the East quarter corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 76°42'00" East 371.76 feet; thence South 89°34'00" East 427.51 feet to a fence line; thence North 00°08'28" East 1.72 feet along said fence line; thence North 89°40'54" West 788.55 feet along an existing fence line which fence line is the Southerly fence line of State Highway 73; thence South 00°29'19" West along an existing fence line 88.40 feet to the point of beginning.

ALSO:

Commencing at a point which is South 574.2 feet and West 423.6 feet from the East quarter corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°13'00" West 672 feet; thence South 00°23'00" East 650 feet; thence South 01°41'00" West 91.7 feet; thence South 89°08'00" West 608.9 feet; thence North 00°57'00" East 1709 feet; thence South 89°32'00" East 458.7 feet; thence North 00°07'00" West
678.8 feet; thence North 76°42'00" East 382.9 feet; thence South 89°34'00" East 415.8 feet; thence South 00°10'00" East 1708.7 feet to beginning.

LESS AND EXCEPTING THEREFROM the following:

A portion of that real property described in Deed Book 2763 at Page 139, according to the Official Records of Utah County, located in the Northeast quarter of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Lehi, Utah, more particularly described as follows:

Beginning at a point on the Northerly line of said Deed located North 1,139.09 feet and West 943.51 feet from the East quarter corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 01°05'00" East along a fence line 245.10 feet; thence South 87°55'57" West along a fence line 268.96 feet; thence North 00°29'19" East along a fence line 256.22 feet to the Northwest corner of said deed on the South side of Main Street; thence South 89°40'54" East along said deed 261.97 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at the Northeast corner of Lot 6, Elnora Estate Subdivision; thence South 89°13'00" West 279.94 feet to the Northwest corner of said Lot 6; thence North 50°04'59" West 0.27 feet; thence North 01°20'45" East 5.08 feet; thence North 89°13'00" East 280.04 feet; thence South 00°08'09" West 5.25 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point on the South side of Main Street, which point is South 00°09'47" East 1514.81 feet along the Section line and West 1214.72 feet from the Northeast corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°40'57" East 12.49 feet along the South line of Main Street; thence South 00°29'19" West 256.22 feet to a fence line; thence South 87°55'57" West 9.79 feet to a fence line and that certain Boundary Line Agreement recorded as Entry No. 122759:2003 on August 5, 2003; thence along fence and Boundary Line Agreement North 00°07'00" West 256.63 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at the Northeast corner of said entire tract, said point being 1518.00 feet South 00°09'41" East along the East line of said Section 13 and 413.74 feet South 89°50'19" West from the Northeast corner of said Section 13, and running thence along the East line of said entire tract of the following three (3) calls: (1) South 00°08'28" West 1.72 feet; (2) North 89°34'00" West 11.71 feet; and (3) South 00°10'00" East 6.47 feet; thence North 89°41'29" West 378.85 feet to a point on a 1990.00 foot radius curve to the left; thence along the arc of said curve 39.80 feet, chord bears South 89°44'08" West 39.79 feet; thence South 89°09'46" West 96.01 feet to a point on the West line of said entire tract; thence North 01°04'54" West 10.58 feet to the Northwest corner of said entire tract; thence South 89°40'54" East 526.55 feet along the North line of said entire tract to the point of beginning.

SUBJECT TO the effects of Boundary Line Agreement and Quit Claim recorded August 5, 2003 as Entry No. 122759:2003, Amended Boundary Line Agreement and Quit Claim recorded November 20, 2003 as Entry No. 184474:2003 and Boundary Line Agreement recorded March 6, 2007 as Entry No. 33414:2007.

SURVEY DESCRIPTION

Beginning at a point on the southerly right of way line of Main Street; said point being North 00°09'47" West, along the section line, 1129.27 feet and South 89°50'13" West, 425.43 feet from the East Quarter Corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°10'00" East, 1702.55 feet to a point on the boundary line of Elnora Estates, Entry Number 12209; thence South 89°13'00" West, along said Elnora Estates boundary line, 391.68 feet; thence North 00°08'09" East, 5.25 feet; thence South 89°13'00" West, 280.04 feet; thence South 01°20'45" West, 5.08 feet; thence South 50°04'59" East, 0.27 feet to a point said Elnora Estates boundary line; thence South 00°23'00" East, along said Elnora Estates boundary line, 650.00 feet; thence South 01°41'00" West, 91.41 feet; thence South 89°08'00" West, 606.21 feet; thence North 00°09'30" East, 12.06 feet to a point on the boundary line of Jordan Willows 2, Plat K, Entry Number 138882:2005; thence North 00°09'30" East, along said Jordan Willows 2, Plat K boundary line, 207.23 feet; thence North 00°57'00" East, 732.25 feet to a point on a Boundary Line Agreement, Entry Number 184474:2003; and running thence along said Boundary Line Agreement the following three (3) courses; 1) North 00°57'00" East, 757.02 feet; 2) South 89°32'00" East, 458.70 feet; 3) North 00°07'00" West, 513.48 feet; thence North 87°55'57" East, 278.09 feet; thence North 01°05'00" West, 234.62 feet to a point on the southerly right of way line of Main Street; and running thence along said southerly right of way line the following two (2) courses: 1) North 89°19'50" East, 135.76 feet; 2) South 89°41'29" East, 378.93 feet to the point of beginning.

Contains: 50.00 Acres

NARRATIVE

The purpose of this survey is to show the relationship of Survey Parcel with surrounding parcels and improvements, as well as to provide those named in the Surveyors Certificate a ALTA/NSPS survey for their use in evaluating the site.

This Survey does not guarantee title to line, nor is it proof of ownership, nor is it a legal instrument of conveyance. Furthermore, any survey markers set in conjunction with this survey are not intended to represent evidence of ownership of the subject property or its ad joiners. The general intent of this survey is to portray where possible the record title lines of the subject property and to show their relationship to any evidence of use and/or possession.

This survey represents opinions based on facts and evidence. As the evidence changes or if new evidence is discovered or recovered, then the surveyor reserves the right to modify or alter his opinions pertaining to this survey according to this new evidence.

This survey shows all easements of record as disclosed by the title report as shown hereon. The surveyor has made no independent search for record easements or encumbrances. This survey depicts all observable improvements or other indications of easements and utilities. Utilities shown hereon are based on a combination of visual inspection by survey crews and drawings provided by local utility companies during the course of the survey. It is the contractors responsibility to seek
blue stake information and verify utility locations prior to any excavation.

The Basis of Bearing for this survey is North 00°09'47" West between the Northeast Corner and East Quarter Corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian as shown hereon.

Record descriptions have been written from different section corners, along various basis of bearings. However, most contain the same bearings where they adjoin one another.There is not one rotation for any of the record deeds for the subject parcels or surrounding properties that makes them fit together better than as plotted from the record with no rotation as shown hereon. The surveyor has determined that the best retracement of the subject parcel and surrounding plats and deeds is to hold the basis of bearing as shown hereon and plot the deeds at face value. This creates the best fit scenario.

According to the plats on the west property line - the fences shown were never intended to be on the property line. They were intended to be offset to the east and placed for the purpose of containing horses. The surveyor notes several property owners appear to have landscaped all the way to the fence encroaching on the subject property.

The surveyor notes most parcels on the east boundary gap the subject parcel as plotted as well as an area along Jordan Willows II Plats J and K that may require boundary resolution prior to any new plats being recorded.

SURVEYORS CERTIFICATE

To: Gardner-Plumb, L.C., a Utah limited liability company, Fidelity National Title Insurance Company and Cottonwood 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 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS.
The field work was completed on: November 15, 2021.

PROFESSIONAL LAND SURVEYOR 9679988 ROBERT LAW STATE OF UTAH

Robert Law
PLS# 9679988

11-23-2021
Date:

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE : 11/2021
SURVEY BY : PEPG CREW
DRAWN BY : BOB/RSL
DESIGNED BY : N/A
CHECKED BY : RSL
SCALE : 1"=100'

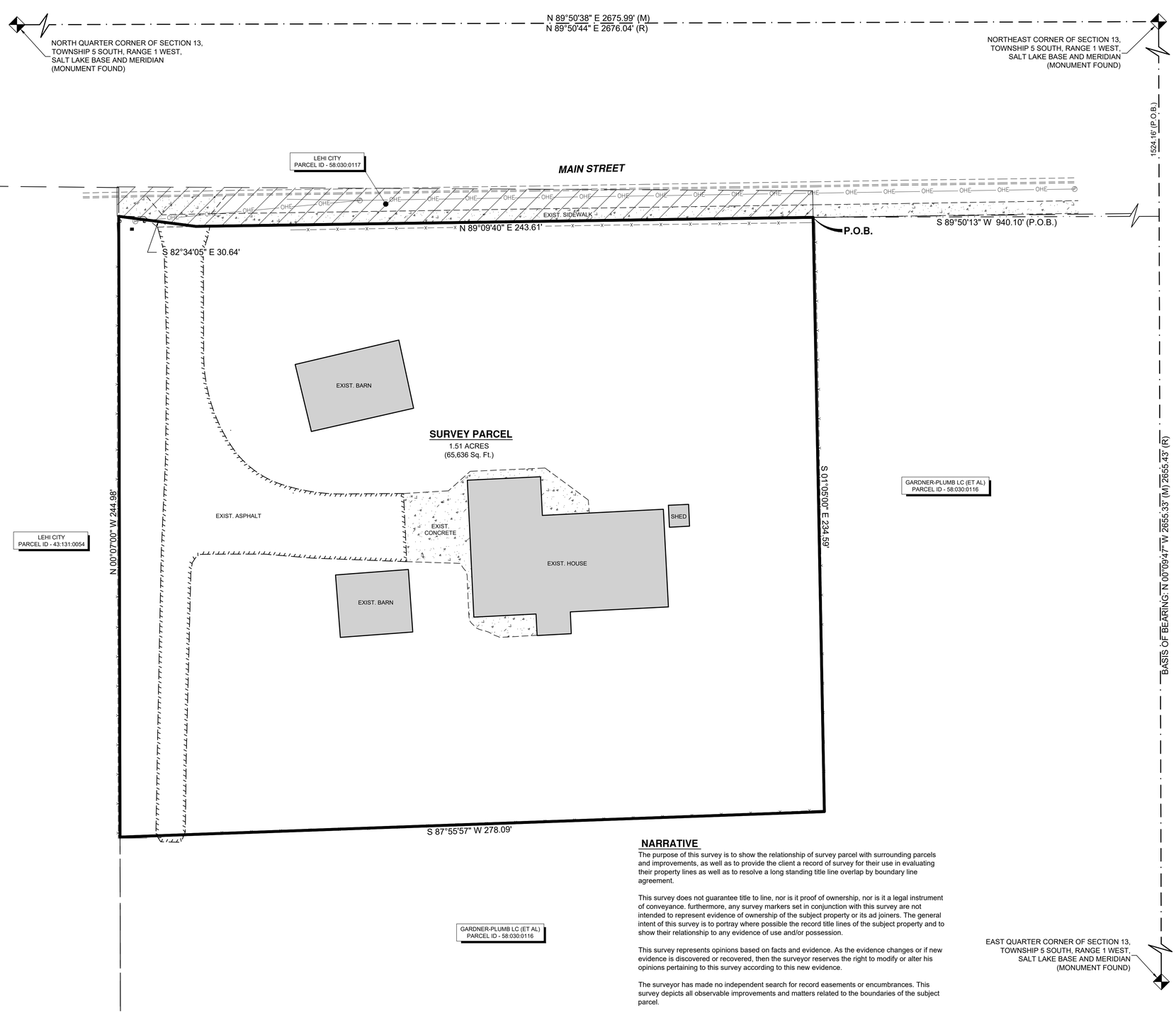
PEPG CONSULTING L.L.C.
9270 SOUTH 300 WEST • SANDY UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551
CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

GARDNER-PLUMB, L.C.
ALTA/NSPS SURVEY
PARCEL NO. 58:030:0116
LEHI, UTAH

NOVEMBER 23, 2021 — LAST REVISED
1120.2110 — PROJECT NUMBER
DWG\ALTA-01 — DRAWING FILE

LEHI
CITY

SHEET NO. 1/2



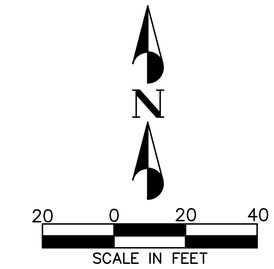
NARRATIVE

The purpose of this survey is to show the relationship of survey parcel with surrounding parcels and improvements, as well as to provide the client a record of survey for their use in evaluating their property lines as well as to resolve a long standing title line overlap by boundary line agreement.

This survey does not guarantee title to line, nor is it proof of ownership, nor is it a legal instrument of conveyance. furthermore, any survey markers set in conjunction with this survey are not intended to represent evidence of ownership of the subject property or its ad joiners. The general intent of this survey is to portray where possible the record title lines of the subject property and to show their relationship to any evidence of use and/or possession.

This survey represents opinions based on facts and evidence. As the evidence changes or if new evidence is discovered or recovered, then the surveyor reserves the right to modify or alter his opinions pertaining to this survey according to this new evidence.

The surveyor has made no independent search for record easements or encumbrances. This survey depicts all observable improvements and matters related to the boundaries of the subject parcel.



LOCATION

- BOUNDARY LINE
- ADJOINING PARCELS
- SECTION LINE
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING FENCE LINE

LOCATION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
LEHI CITY, UTAH COUNTY, UTAH

CLIENT

CONTACT: PHILLIP PLUMB
PHONE: 801-598-2794

REFERENCE DOCUMENTS

STATE PLANE COORDINATE
& DEPENDENT RESURVEY
NE 1/4 OF TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN

DEARDEN PROPERTY
RECORD OF SURVEY 13-119

GARDNER PLUMB LC
RECORD OF SURVEY 22-122

LEGAL DESCRIPTION

Beginning at a point on the South side of Main Street, which point is South 00°09'47" East 1516.33 feet along the section line and West 940.27 feet from the Northeast corner of section 13, Township 5 South, range 1 West, Salt Lake base and Meridian; thence South 01°5'00" East 245.10 feet along a wire fence and the extension thereof, thence South 87°55'57" West 277.39 feet along a wire fence to a fence line and the East line of the Jordan Willows Plat A Subdivision, thence North 00°07'00" West 256.58 feet along a fence line on the East line of the Jordan Willows subdivision to the South line of Main Street, thence along a fence South 89°40'57" East 273.10 feet to the point of beginning.

Basis of bearing is South 00°09'47" East along the section line from the Northeast comer of section 13 to the East Quarter of section 13.

Less and Excepting:
A parcel of land in fee for a roadway project, being part of an entire tract, situate in the Southeast Quarter of the Northeast Quarter of section 13, Township 5 South, range 1 West, Salt Lake Meridian, in Utah County, Utah. The boundaries of said parcels of land are described as follows:

Beginning at the Northeast comer of said entire tract, said point being 1513.65 feet South 00°09'41" East along the East line of said section 13 and 940.27 feet South 89°50'19" West from the Northeast corner of said section 13, and running thence South 01°04'54" East 10.51 feet along the East line of said entire tract; thence South 89°09'46" West 243.61 feet; Thence North 82°33'59" West 31.31 feetto a point on the West line of said entire tract; thence North 00°06'54" West 11.55 feet along said West line to the Northwest comer of said entire tract; thence South 89°40'5 I" East 274.46 feet along the North line of said entire tract to the point of beginning.

SURVEY DESCRIPTION

Beginning at a point on the south right-of-way line of Main Street; said point being South 00°09'47" East, along the section line, 1524.16 feet and South 89°50'13" West, 940.10 feet from the Northeast Corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 01°05'00" East, 234.59 feet; thence South 87°55'57" West, 278.09 feet to a point on a Boundary Line Agreement, Entry Number 184474-2003; thence North 00°07'00" West, along said Boundary Line Agreement, 244.98 feet to a point on the south right-of-way line of Main Street; thence along said south right-of-way line the following two (2) courses; 1) South 82°34'05" East, 30.64 feet; 2) North 89°09'40" East, 243.61 feet to the point of beginning.

Contains: 1.51 Acres

SURVEYORS CERTIFICATE

I, Robert Law, depose and say that I am a Professional Land Surveyor as prescribed by Utah state law and that I hold Certificate No. 9679988 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further state that the property described above was surveyed under my direct supervision and the results of that survey are depicted hereon.

PROFESSIONAL LAND SURVEYOR 9679988 ROBERT LAW 12-18-23 STATE OF UTAH

Robert Law

12-18-2023
Date

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE:	12/2023
SURVEY BY:	CMT CREW
DRAWN BY:	BGB
DESIGNED BY:	N/A
CHECKED BY:	PSL
SCALE:	1"=20'

CMT TECHNICAL SERVICES
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551
MATERIALS TESTING • INSPECTION SERVICES • LAB TESTING • GEOTECHNICAL
ENVIRONMENTAL • CIVIL ENGINEERING • TRANSPORTATION ENGINEERING
SURVEYING CONSTRUCTION MANAGEMENT SPECIALTY LAB

DONNA DEARDEN
BOUNDARY SURVEY
PARCEL ID: 58-030-0118
9765 WEST 8570 NORTH

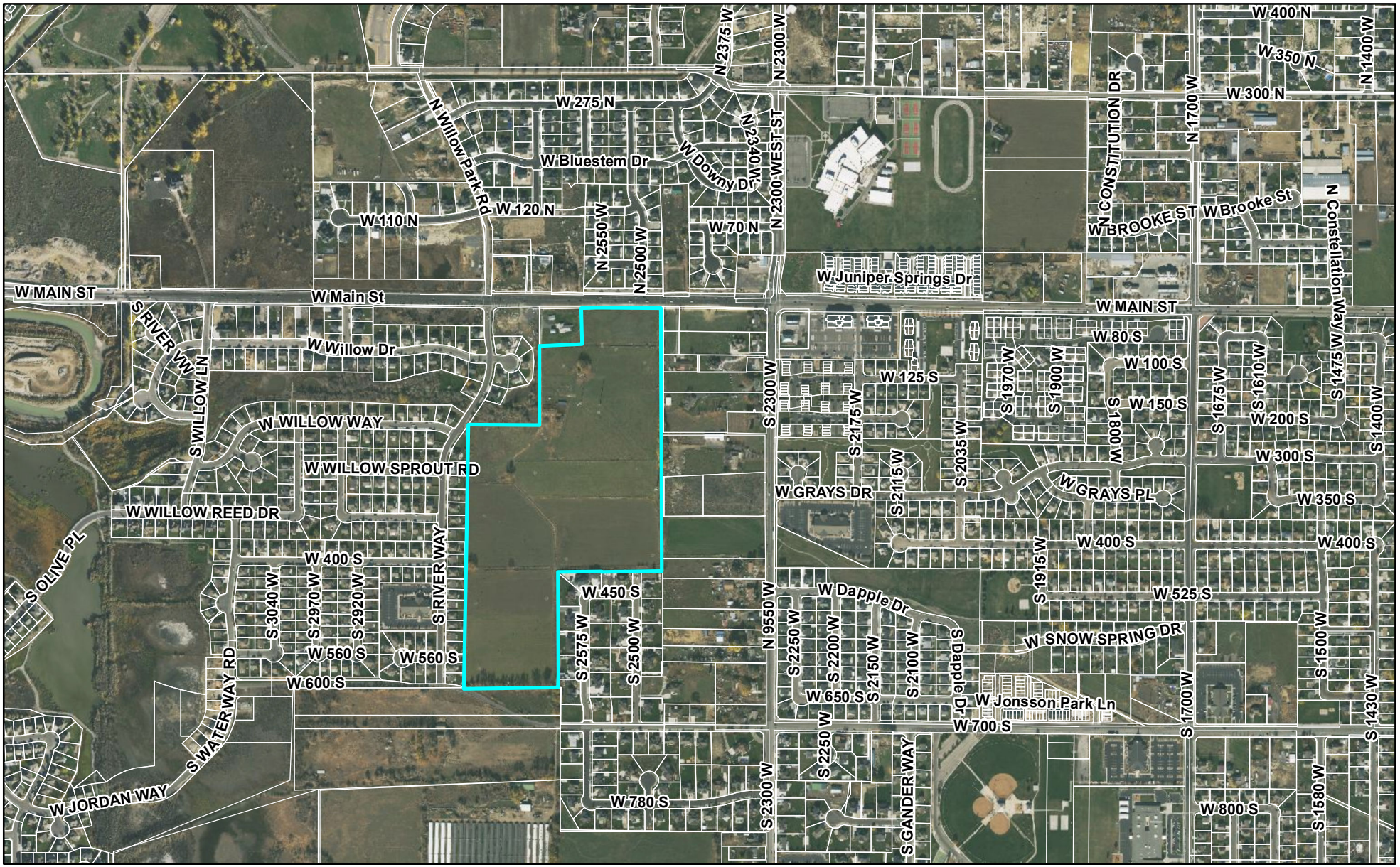
DECEMBER 18, 2023	DWG: BNDSV-01
LAST REVISED	PROJECT NUMBER: 1120.2310
	DRAWING FILE

LEHI
CITY

SHEET NO. 1

Edge Homes Main Street Zone Change

Aerial Map

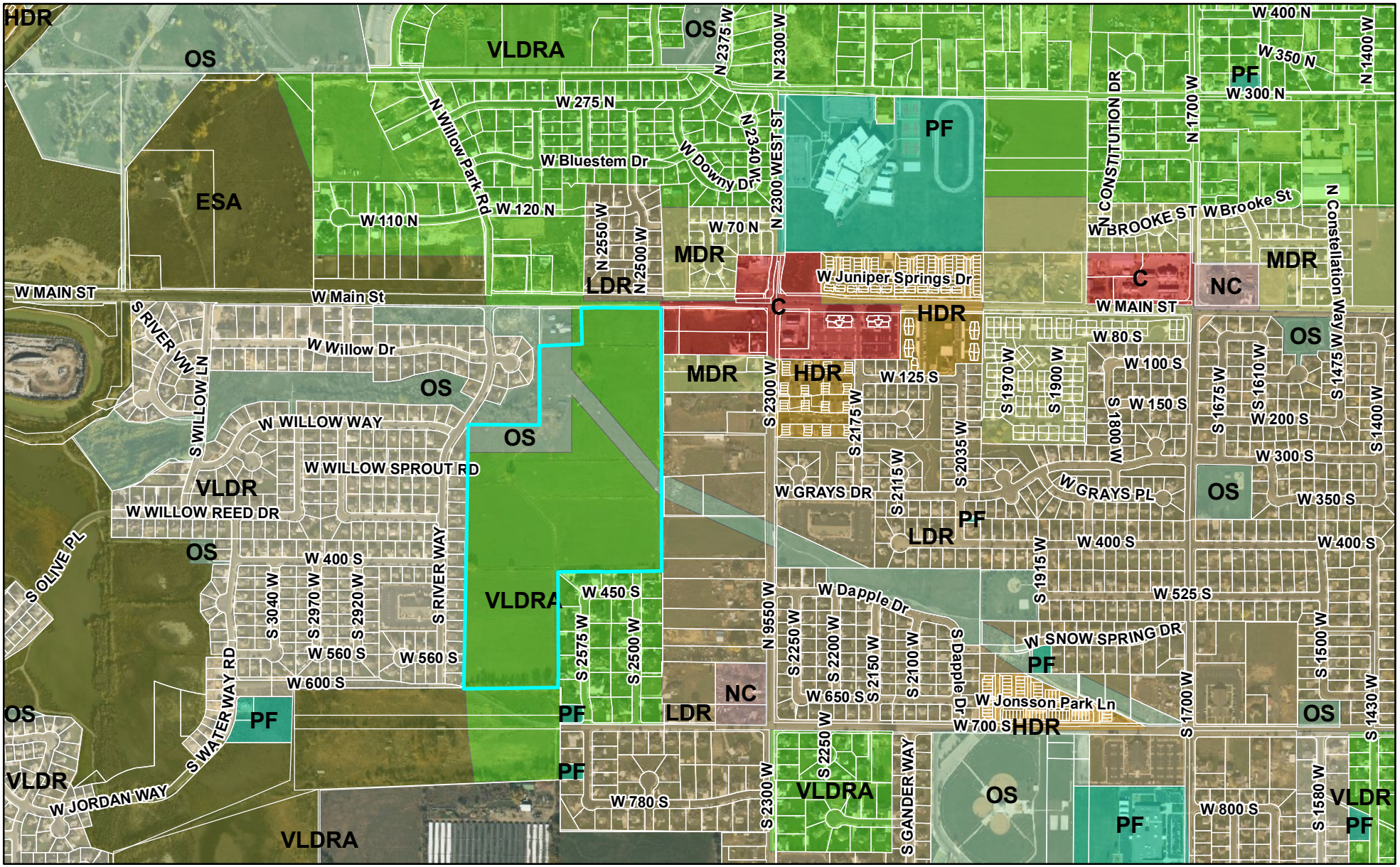


0 1,000 2,000 Feet

LEHI CITY

Edge Homes Main Street Zone Change

General Plan Map

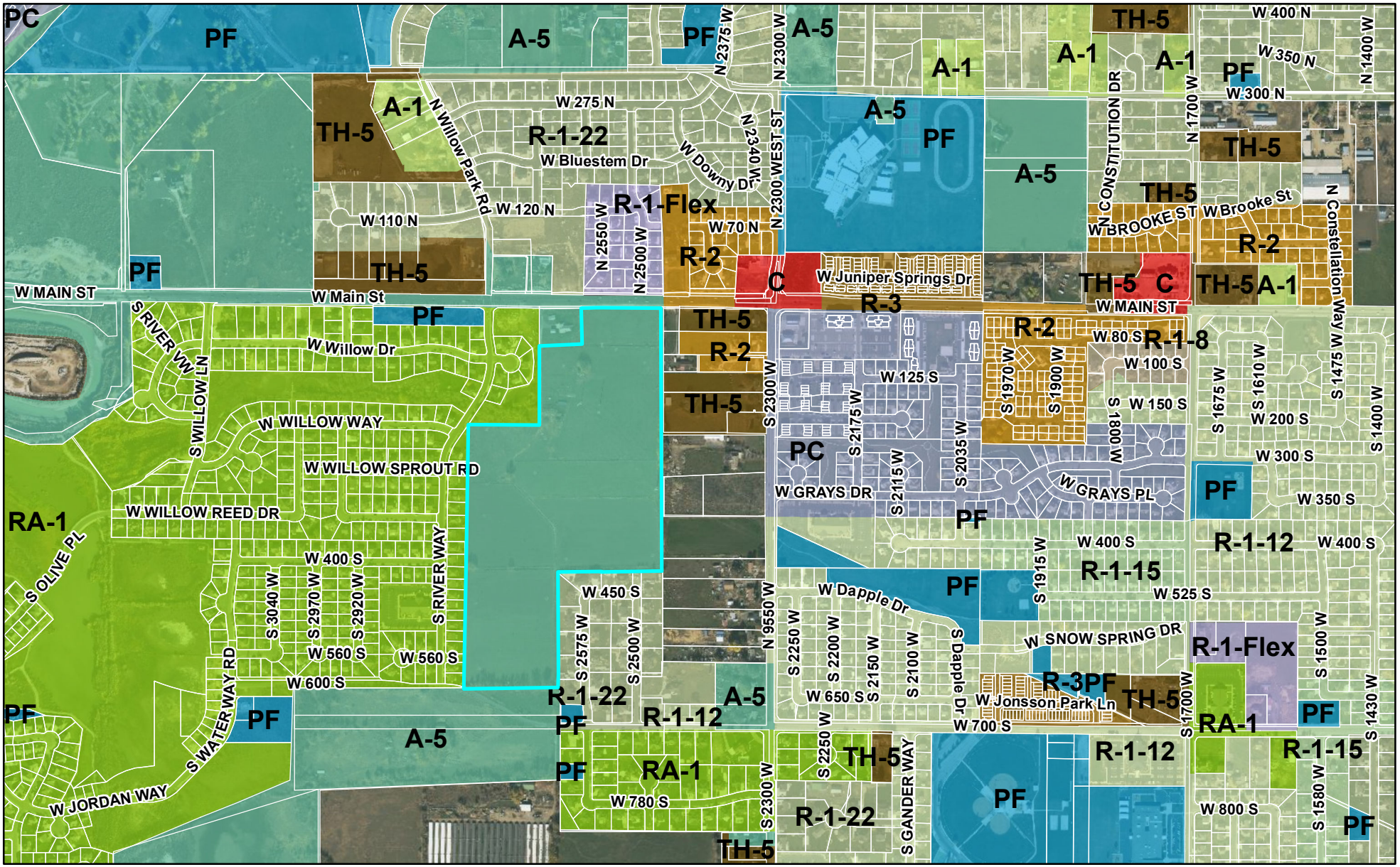


Feet
0 1,000 2,000

LEHI CITY

Edge Homes Main Street Zone Change

Zoning Map



LEHI CITY

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #48-2024 approving a Zone Change on 17.6 acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.

Suggested Action:

Attachments:

CC Staff Report Lehi City 2500 West Main Street Zone Change 07.23.24.docx

2500 West Main A-5 Zone Change DRC 6.26.2024.docx

Ord 48-2024.docx

Narrative 2500 W Main Street GPA & Zone Change.pdf

2500 W PF Zone Change Map.pdf

Aerial Map.pdf

General Plan Map.pdf

STRATA EXHIBIT A.docx

LEHI CITY 2500 WEST MAIN STREET ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Lehi City		
Meeting Date	August 13, 2024		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 2500 West Main Street		
Project Area	17.6 acres		
Existing Zoning	A-5		
Proposed Zoning	PF (Public Facility)		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Adjacent Zoning and Land Use	*North*	R-1-Flex (north side of Main Street)	Single family residential
	South	A-5	Agriculture – livestock
	East	TH-5/R-2	Single family residential/agriculture
	West	A-5/RA-1	Single family residential/open space
Date of DRC Review	June 26, 2024		
Date of Planning Commission Review	July 11, 2024		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

PUBLIC FACILITIES (PUB)

The Public Facilities (PUB) classification includes uses such as schools, places of worship, government facilities, recreation centers, parks, police and fire stations, libraries, and public utilities.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

November 17, 2022	Lehi City Planning Commission gave a negative recommendation for the Gardner-Plumb Main Street concept plan and General Plan Amendment from VLDRA to LDR.
March 28, 2024	Lehi City Planning Commission gave a negative recommendation for the Garnder-Plumb Main Street General Plan Amendment from VLDRA to LDR.
April 23, 2024	Lehi City Council denied the Gardner-Plumb Main Street General Plan Amendment from VLDRA to LDR with direction to pursue a development agreement.

REPORT ANALYSIS

Lehi City is seeking review and recommendation of a proposed zone change from A-5 to Public Facility on approximately 17.6 acres located at 2500 West Main Street. This request to amend the General Plan is part of the Lehi Strata Plumb Gardner Development Agreement, and a General Plan Amendment to change the designation from Very Low Density Residential Agriculture (VLDRA) to Very Low Density Residential (VLDR) has been filed concurrently. This application is to facilitate the construction of a new Public Works facility and a Strata Network facility. Approximately 17.6 acres will be designated as Public Facility and will front along Main Street.
The Development Code allows a Zone Change application and General Plan Amendment application to be considered concurrently if the purpose is to create a Public Facilities designation.

There was one comment from the DRC to provide a legal description for the area proposed to be zoned as PF.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on July 11, 2024. The minutes and motion from this meeting are as follows:

2.5) Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street.

2.6) Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR

2.7) Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility.

2.8) Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15.

2.5, 2.6, 2.7, and 2.8 were all heard together to be clear and concise

Brittney presented information on items 2.5, 2.6, 2.7, 2.8

Commissioner Everett asked about the purpose of changing the density. Kim Struthers stated that the density was roughly closer to R1-15 rather than R1-12. He mentioned that Marlin Eldred had worked out the price of the development.

Steve Maddox, representing Edge Homes, was the applicant. He requested that Walter Plum be excused. Marlin Eldred procured the development agreement, with the residential section managed together and the commercial section by the city. Economics was also included in the agreement. The flexibility regarding water dedication and layout needed to be addressed. There would be connectivity with the trail corridor, with shared costs. He believed they would be connected and aimed to maintain transparency.
4o

Commission Chair Jackson opened the public hearing for items 2.5, 2.6, 2.7 and 2.8

Todd Reese (Lehi resident) - He stated that he felt it was a bit like an attempt to wear down the residents. His concern and intent were that a General Plan was in place, and he did not agree with amending it to suit the developer's objectives. From what he understood about STRATA, they were a mess, traffic was bad, and there was excessive noise. He felt it did not blend well with the surrounding property. He wanted to quote Mayor Johnson (Listen to quote). He stated that the development to the west couldn't be controlled, and adding density wouldn't help. He respected development and property rights but did not support amending the General Plan to achieve it.

Jill Elmont (Lehi resident) - When they bought their property, she questioned what that would do to their privacy and mentioned they paid out of pocket for it. The neighborhood did not have enough outlets, and she believed the outlets needed to be reconsidered. Since the property had been taken away, trees had grown, and raccoons were causing issues. She wanted this addressed and mentioned the trees were taken down for her family's safety. She agreed with land ownership but wanted to keep the area as nice as it had been.

Colton Smith (Lehi resident) - He had been to all three agencies to try to facilitate the purchase of the property. A power line ran through it, and currently, there were not enough outlets from the neighborhood. The neighborhood couldn't handle the traffic, and the General Plan clearly stated it could not be done in good faith. He was happy to pass along the ground he had acquired.

Patrick Tread (Lehi resident) - He echoed the previous comments. He stated that 2300 West was a mess, as was 700 South. Adding all the homes would create more problems. The congestion was horrible and would cause huge issues. He mentioned that getting in and out of the neighborhood was hardly feasible and that it was already dangerous. He suggested that if the lot sizes were increased by half an acre, it would be more cohesive with the neighborhood. There were no sidewalks for kids walking to and from school, and he was frustrated with the lack of safety.

Brittney read the online comments that would be included in the record.

Commission Chair Jackson closed the public hearing on items 2.5, 2.6, 2.7 and 2.8

Mr. Maddox stated that the trail was intended to meet the neighbors' requests and would be included in the contract. He agreed that land use changes were necessary to service the residents in that area. They had asked for the same considerations with STRATA and wanted to protect their community and the surrounding communities. They did not want a messy site for the community.

Luke Seegmiller stated they would require traffic studies, noting 880 trips a day. The connections would be to the existing stub roads and at Grays Drive. There was a current MAG project to widen 2300 West to five lanes between Main Street and 2100 North, projected to be finished by August 2025. South of Main Street, 2300 West would require a traffic signal at Gray's Drive and 700 South. Many issues stemmed from regional traffic coming from Eagle Mountain

and Saratoga Springs. UDOT had recently received federal funding and would start the 2100 North corridor, with construction beginning in 2026. Pioneer Crossing would be installing flex lanes starting in 2026 as well. These changes should alleviate traffic. He stated relief was coming, though it was not immediate. The project would not add significant traffic to the area. Kim Struthers applied to finish improvements on 700 South. MAG had provided funding for pedestrian and bicycle activity, but this would all take time, with funding expected in two years.

Commissioner Everett stated they couldn't start construction until water dedication was resolved. There was no sidewalk on the 700 South Island. Kim Struthers mentioned a ribbon road would be connected, and Richard Chu owned this property. Commissioner Everett asked if there was an ingress and egress on Main Street. Luke stated he was not sure what the developer had planned for the site, but a traffic study would be conducted. Mr. Maddox stated the City did not want the road stubbed out by limiting access to Main Street. He mentioned that traffic was a concern and wait times were an issue. Mr. Maddox stated their traffic study presented a global solution. Luke stated signal spacing would not allow another light. Commissioner Eyre asked if the City was requesting an exception for the road access. The only access to the City would be from Main Street. Commissioner Eyre asked if Edge would need an exception due to block length requirements. Kim stated that was a fair assessment and would need to be included in the development agreement. He also mentioned that aesthetics per code needed to be added. Mr. Maddox stated that engineering met the block length requirements. Commissioner Kunze asked if STRATA had a limited time in Lehi or if this was long-term. Kim stated they did not solely operate in Lehi and were not exclusively for Lehi City, indicating it would be a long-term site. This would facilitate the Lehi City Public Works building, and public facilities allowed for outside storage. Commissioner Eyre asked about the development on 700 South and if there would be connectivity. A cycle track would be added above the road. Commissioner Eyre stated it was a challenge and safety issue because of 700 South and asked about aligning the roads for connectivity. Kim stated the bike track would be separated by physical protection. Commissioner Jackson stated it upset him because you could not charge for a view. He stated property rights ended where the land ended.

Commissioner Everett looked at the numbers and, if it was developed as it currently stood, he didn't see it as a huge distraction. He liked that the City and STRATA would hold architectural standards. He acknowledged there would be traffic issues and hoped drivers could be respectful and safe. He saw the benefit for each applicant and did not feel that Lehi was the sole source of traffic or the lack of planning.

Commissioner Jackson stated there was a general plan for a reason and held it in high regard but was not opposed to amending the agreement. If it benefited the city, they were open to amendments. He wanted more conversation on ingress and egress and outlets. He urged the public to engage with the City Council members.

Commissioner Lockhart did not love everything about the agreement but wanted to recognize the compromise. She acknowledged it could be frustrating but commended the hard work from staff, the developer, and the neighbors. She favored the idea of finding high growth and being more proactive.
Commissioner Kunze also wanted to recognize the developers for compromising. She stated they had no idea what would happen to Lehi and felt this was a good option that would work for a long time.

Commission Chair Jackson reopened the public hearing for all items.

Colton Smith asked for clarification regarding the green space on the plat map. He inquired about the interest in placing a public facility in that area and wanted to know why it was allowed to be located on that piece of property.

Jill Elmont echoed Mr. Smith's concerns and asked if the properties behind the homes would be larger. She also had questions about traffic and wondered why this particular property was chosen. She expressed significant concern about traffic issues.

Todd Reese asked for clarification about the triangle at the public facilities. He mentioned that the ground had been reduced to allow for more homes. He noted that people race on Main Street, which could create issues for STRATA if they are heading west, leading to wrecks and posing a safety concern, along with the increased traffic from the public facility.

Megan Trent expressed high concern about traffic as well. She asked for clarification on the three exits and their locations. She echoed concerns about the effectiveness of traffic studies, noting that it didn't seem like anything changed even after a traffic study was concluded. She acknowledged the compromise and felt better about what was being proposed that night.

Robert Peck (Lehi resident) noted that his street was stubbed and expected a road to be punched through. He wanted to know when the road would be stubbed through near the cattle trail property. He stated that not requiring three exits in and out of the neighborhood could lead to a potential disaster.

Commission Chair Jackson closed the public hearing for all items.

Steve Maddox wanted to address some questions. He thanked the Commissioners for their time and explained that the reason for the public facility was due to the City's division and large size. Kim clarified that as part of the agreement, there would be smaller lot sizes, but the overall density had to match the R1-15 zone. Not all the lots would be smaller; there would also be larger lots. Luke stated that there were existing stub roads at 2500 West and River Way for ingress/egress and that there was a stub road on Gray's Road that could not be built until it was acquired. He mentioned that the traffic study would assist with this. Commissioner Lockhart asked why the facility was being placed on Main Street and sought clarification for those with public comments. Kim explained that with the growth on the west side, part of the need for the facility was for emergency purposes, as all current facilities were on the east side. More space was needed due to outgrowing the current facilities.

2.5 Motion: Commissioner Lockhart moved to recommend approval of **Public hearing and recommendation of the Lehi City, Strata Networks, and Gardner Plumb LC. Development Agreement on 51.45 acres located at approximately 2500 West Main Street;** including all DRC comments and findings stated in the report**.** With the recommendation that Staff evaluate the connectivity requirements and give considerations to aesthetics. Commissioner Kunze seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, no; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed 4 – 1.

2.6 Motion: Commissioner Everett moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a General Plan Amendment on 51.75-acres located at approximately 2500 West Main Street, changing the land use designation from VLDRA to PF & VLDR;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.7 Motion: Commissioner Eyre moved to recommend approval of **Public hearing and recommendation of the Lehi City's request for a Zone Change on 14.82-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to Public Facility;** including all DRC comments and findings stated in the report, not including the compatibility of the surrounding areas, but allowing to bring more services to this area of the City. Commissioner Everett seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2.8 Motion: Commissioner Kunze moved to recommend approval of **Public hearing and recommendation of Edge Homes? request for a Zone Change on 36.93-acres located at approximately 2500 West Main Street, changing the zoning from A-5 to R-1-15;** including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Vote: Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Lockhart, yes; Commissioner Kunze, yes. The motion passed unanimously.

2500 West Main A-5 General Plan Amendment
DRC Redline Comments

Lehi City – Requests review of a Zone Change on 14.82 acres located at approximately 2500 West Main Street, changing the zoning from A-5 Agriculture to Public Facilities.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, Trent Dyer
Assigned Planner:
Representatives of the Applicant Present:
Date of Plans Reviewed: 6/13/2024
Time Start: 4:00 PM
Time End: 4:05 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary – Building/Inspections: No comments.
Shelbey – Public Works: No Comments
Brad – Engineering: No comments.
Kim – Planning:
1. Need to provide a legal description for the area proposed to be zoned as PF.

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Insert Definitions for existing and proposed land uses from the General Plan pages 21-26

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 11TH. (NEED ENVELOPES BEFORE SCHEDULING)

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 48-2024

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 2500 WEST MAIN STREET

WHEREAS, Lehi City, applicant for the property located at approximately 2500 West Main Street, and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as Public Facility; and

WHEREAS, following a public hearing on July 11, 2024, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on August 13, 2024, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 11, 2024; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The Zone District Designation and the Zoning District Map of the properties described on Exhibit "A" are hereby amended to Public Facility.

PART II:

A. If a provision of this Ordinance -2024 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the

provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 13th day of August 2024.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Taxing Description: COM S 574.2 FT & W 423.6 FT FR E 1/4 COR. SEC. 13, T5S, R1E, SLB&M.; S 89 DEG 13' 0" W 391.75 FT; N 0 DEG 8' 32" E 4.9 FT; S 89 DEG 13' 0" W 280.03 FT; S 2 DEG 26' 11" W 4.91 FT; S 0 DEG 23' 0" E 649.97 FT; S 1 DEG 41' 0" W 91.7 FT; S 89 DEG 8' 0" W 608.89 FT; N 0 DEG 57' 0" E 951.76 FT; E .62 FT; N 0 DEG 57' 0" E 756.96 FT; S 89 DEG 32' 0" E 458.7 FT; N 0 DEG 7' 0" W 513.49 FT; N 87 DEG 56' 7" E 8.42 FT; N 87 DEG 55' 58" E 268.95 FT; N 1 DEG 5' 0" W 234.63 FT; N 89 DEG 9' 46" E 95.98 FT; N 89 DEG 44' 8" E 39.79 FT; S 89 DEG 41' 29" E 378.94 FT; S 0 DEG 10' 0" E 1702.33 FT TO BEG. AREA 49.958 AC.

Taxing Description: COM S 1526.8 FT & W 935.74 FT FR NE COR. SEC. 13, T5S, R1W, SLB&M.; S 1 DEG 5' 0" E 234.59 FT; S 87 DEG 55' 57" W 277.35 FT; N 0 DEG 7' 0" W 244.85 FT; S 82 DEG 33' 58" E 29.83 FT; N 89 DEG 9' 46" E 243.68 FT TO BEG. AREA 1.502 AC.

Exhibit "B"

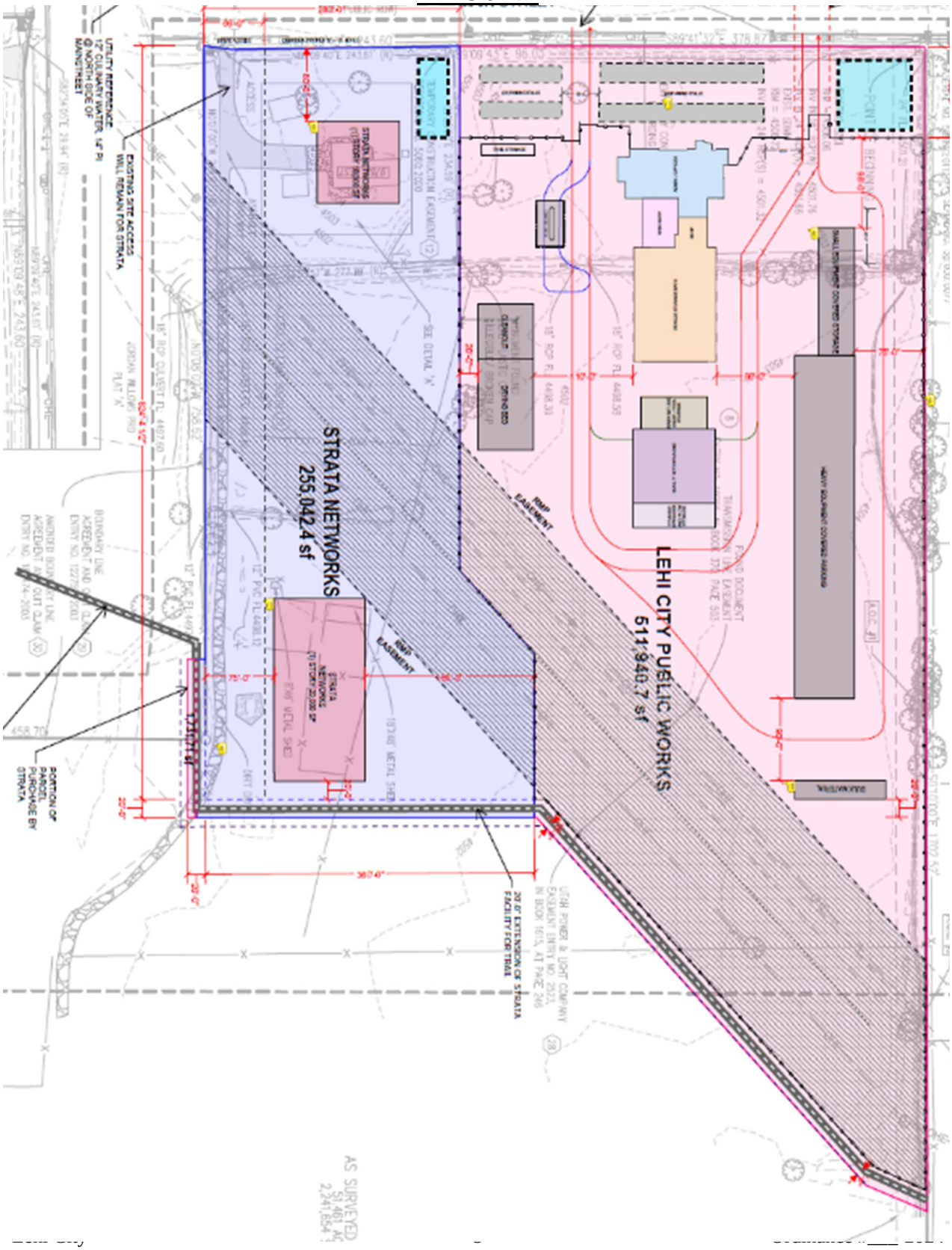

STRATA NETWORKS
255,042.4 sf
LEHI CITY PUBLIC WORKS
511,940.7 sf
RMP EASEMENT
RMP EASEMENT
731.71 sf
PORTION OF PARCEL PURCHASE BY STRATA
20.0' EXTENSION OF STRATA FACILITY FOR TRAX
UTILITY REFERENCE 12" CULINARY WATER 14' PI @ NORTH SIDE OF MAIN STREET
EXISTING SITE ACCESS WILL REMAIN FOR STRATA
AS SURVEYED

Exhibit “B” Continued

LEHI CITY PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09’44” WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP.

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED MORE PARTICULARLY:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEHI MAIN STREET, SAID POINT BEING 1128.03 FEET NORTH 00°09’44” WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND 425.44 FEET NORTH 90°00’00” WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 13; RUNNING THENCE SOUTH 00°10'00" EAST, 1,274.37 FEET; THENCE NORTH 65°07'00" WEST, 78.18 FEET; THENCE NORTH 41°49'00" WEST, 534.74 FEET; THENCE SOUTH 89°51'58" WEST, 1.90 FEET; THENCE NORTH 00°08'02" WEST, 176.13 FEET; THENCE NORTH 41°43'44" WEST, 120.51 FEET; THENCE NORTH 00°08'02" WEST, 577.43 FEET; THENCE NORTH 89°09'43" EAST, 88.97 FEET TO THE BEGINNING OF A 1,990.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 39.79 FEET, THROUGH A CENTRAL ANGLE OF 01°08'44" (CHORD BEARS NORTH 89°44'05" EAST, 39.79 FEET); THENCE SOUTH 89°41'32" EAST, 378.87 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 511,183 SQ. FT. OR 11.74 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT B - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

Exhibit "B" Continued

STRATA EXHIBIT B

PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09'44" WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3" UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3" UTAH COUNTY BRASS CAP.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED MORE PARTICULARLY:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEHI MAIN STREET, SAID POINT BEING 1128.58 FEET NORTH 00°09'44" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, AND 933.06 FEET NORTH 90°00'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 13; RUNNING THENCE SOUTH 00°08'02" EAST, 577.43 FEET; THENCE SOUTH 41°43'44" EAST, 120.51 FEET; THENCE SOUTH 00°08'02" EAST, 176.13 FEET; THENCE SOUTH 89°51'58" WEST, 380.00 FEET; THENCE NORTH 00°08'02" WEST, 86.08 FEET; THENCE SOUTH 89°33'02" EAST, 20.00 FEET; THENCE NORTH 00°08'02" WEST, 758.62 FEET; THENCE SOUTH 82°34'02" EAST, 29.62 FEET; THENCE NORTH 89°09'48" EAST, 243.60 FEET; THENCE NORTH 89°09'42" EAST, 7.06 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 255,225 SQ. FT. OR 5.86 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT B - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

LEHI CITY
PIONEERING UTAH'S FUTURE
Community Development Department –
Planning Division

153 North 100 East
Lehi, UT 84043
Office 385.201.1030
lehi-ut.gov

June 19, 2024

Narrative – 2500 W Main Street General Plan Amendment and Zone Change

As Lehi City grows, our need for additional space for public works facilities is also increasing. The City's Public Works Department has been looking for an additional location for a Public Works facility on the west side of the City for a number of months. An additional facility west of I-15 would help with better efficiency of operations, and would have the additional benefit of having facilities on both sides of I-15 that could help in case of emergency, and access across the freeway was not possible. At the same time, Strata has also been looking for a permanent site to locate their operations as they continue to build out the City's fiber network, and plan to continue serving the City's fiber system after the initial installation of the network is complete.

A portion of the subject property along west Main Street became available, and the City and Strata have been in negotiations with the current owner, Gardner-Plumb, L.C. On April 23rd, 2024, the City Council held a discussion regarding uses of the subject property and their willingness to enter into a development agreement that would allow the City and Strata to purchase a portion of the property along Main Street. The proposed development agreement is being considered concurrently with this request, along with the associated zone changes for each of the three parties involved (Lehi City - PF, Strata - PF, Gardner-Plumb, L.C. – R-1-15). The State Code now requires all development agreements that deal with land use issues to be reviewed by the Planning Commission prior to consideration by the City Council.

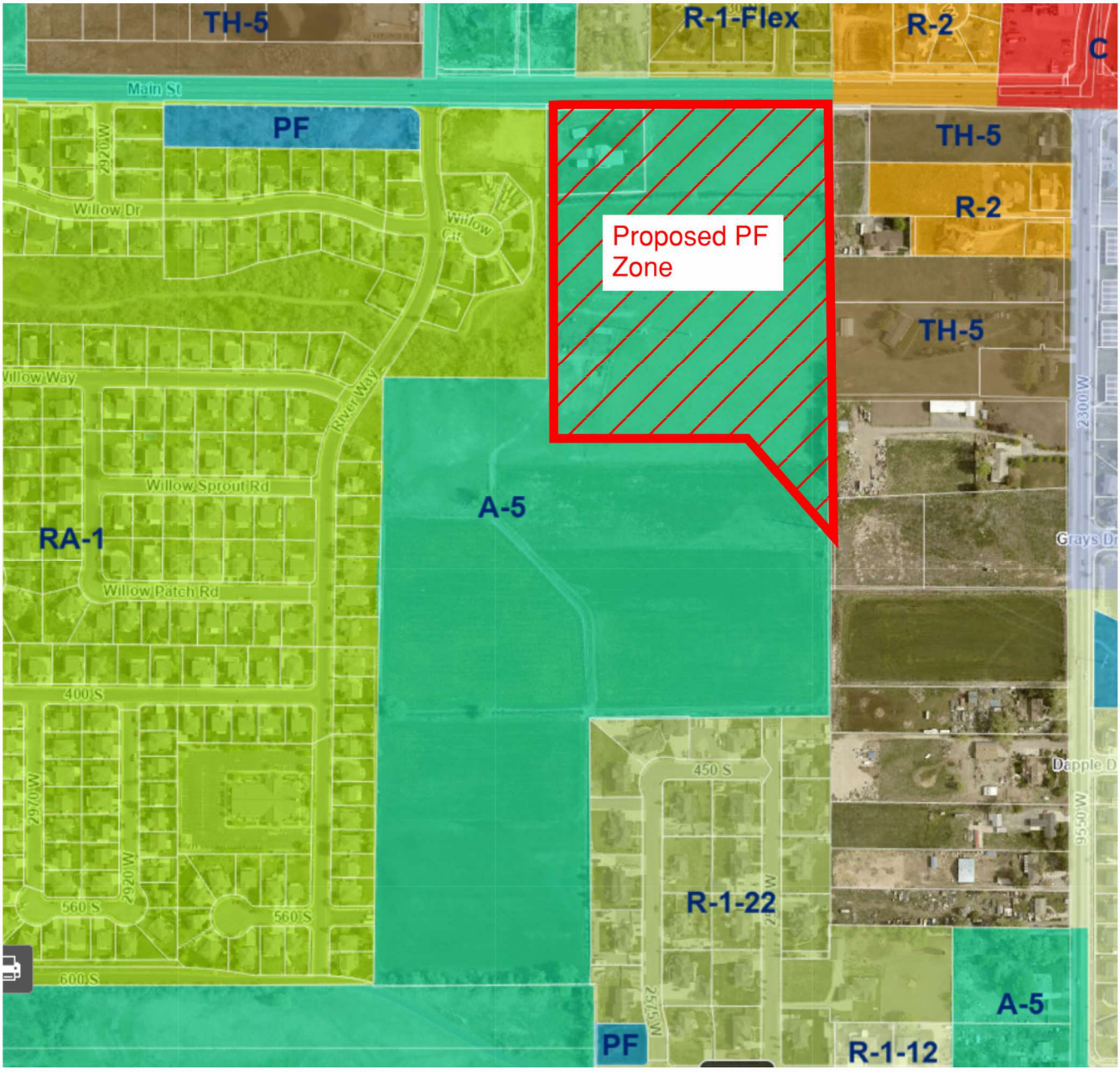
The proposed designations of PF and VLDR are compatible with the existing land uses of nearby and adjoining properties. Much of the frontage of Main Street has been designated for commercial uses, and is not ideal for single family residential immediately adjacent to a major roadway. The VLDR designation on the remainder of the property is compatible with the adjacent residential and agricultural uses to the east (planned for future LDR on the General Plan) and the RA-1 Zoned Jordan Willows subdivision, and will have lot sizes similar to what is currently in that neighborhood. The proposed amendment will not have a detrimental effect on the character of the surrounding area, and the change in the uses allowed for the affected properties will not unduly affect the uses, or proposed uses for nearby and adjoining properties. For the reasons stated above, and for the additional reason of providing additional housing to meet the growing demand in the area, this change will have a positive effect on the public health, safety and welfare and overall community benefit.

The Development Code does allow for City initiated General Plan amendments outside the typical windows of February and August. The Code also allows for concurrent processing of a General Plan Amendment and Zone Change when the purpose is for creating a Public Facilities designation. As part of the development agreement, Gardner-Plumb, L.C. is also being allowed to submit a zone change request for their remaining property (approximately 36 acres).

Thank you,

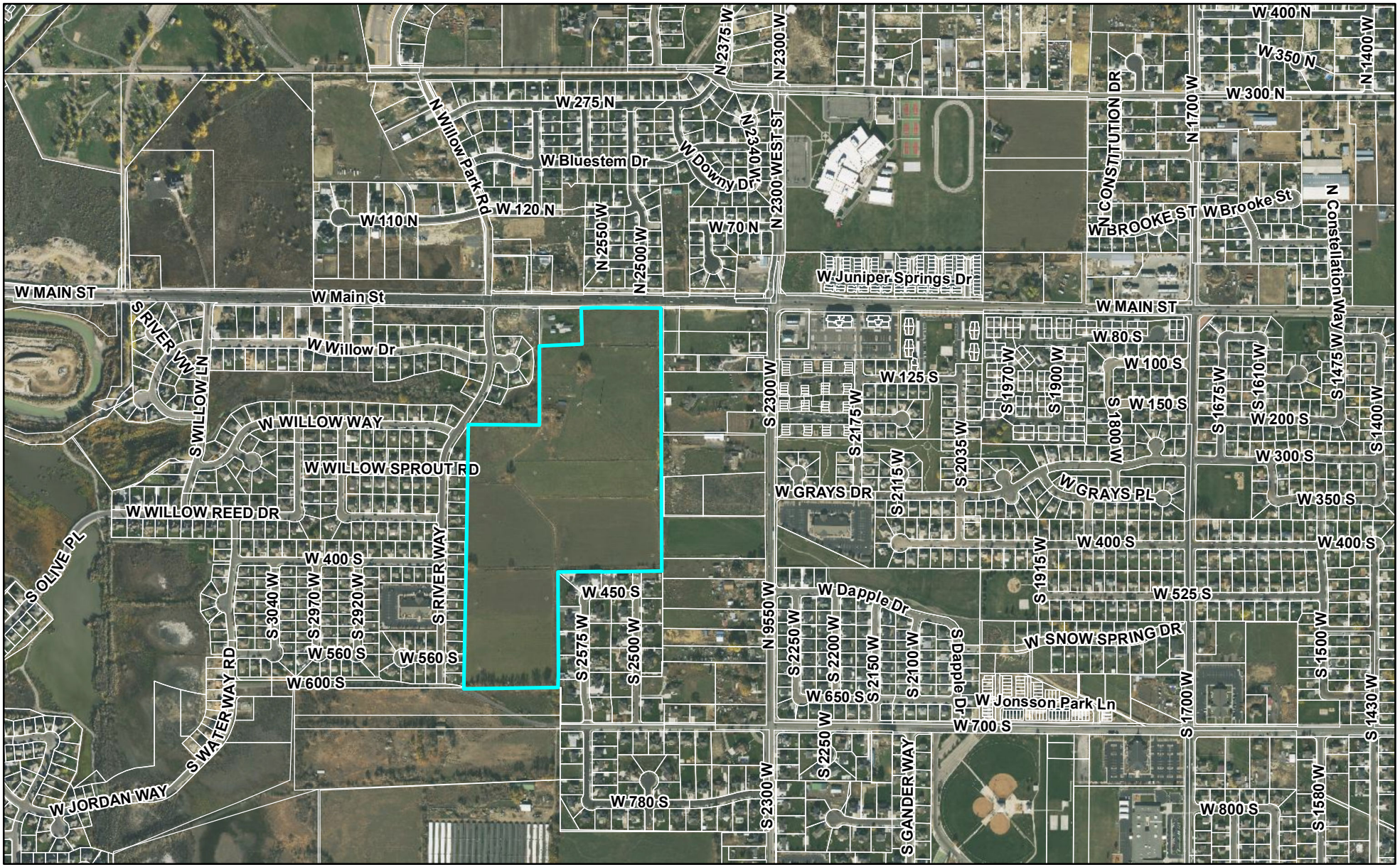
Kim Struthers, AICP
Community Development Director

2500 W Main Street
Public Facilities Zone Change



Lehi City General Plan Amendment and Zone Change

Aerial Map

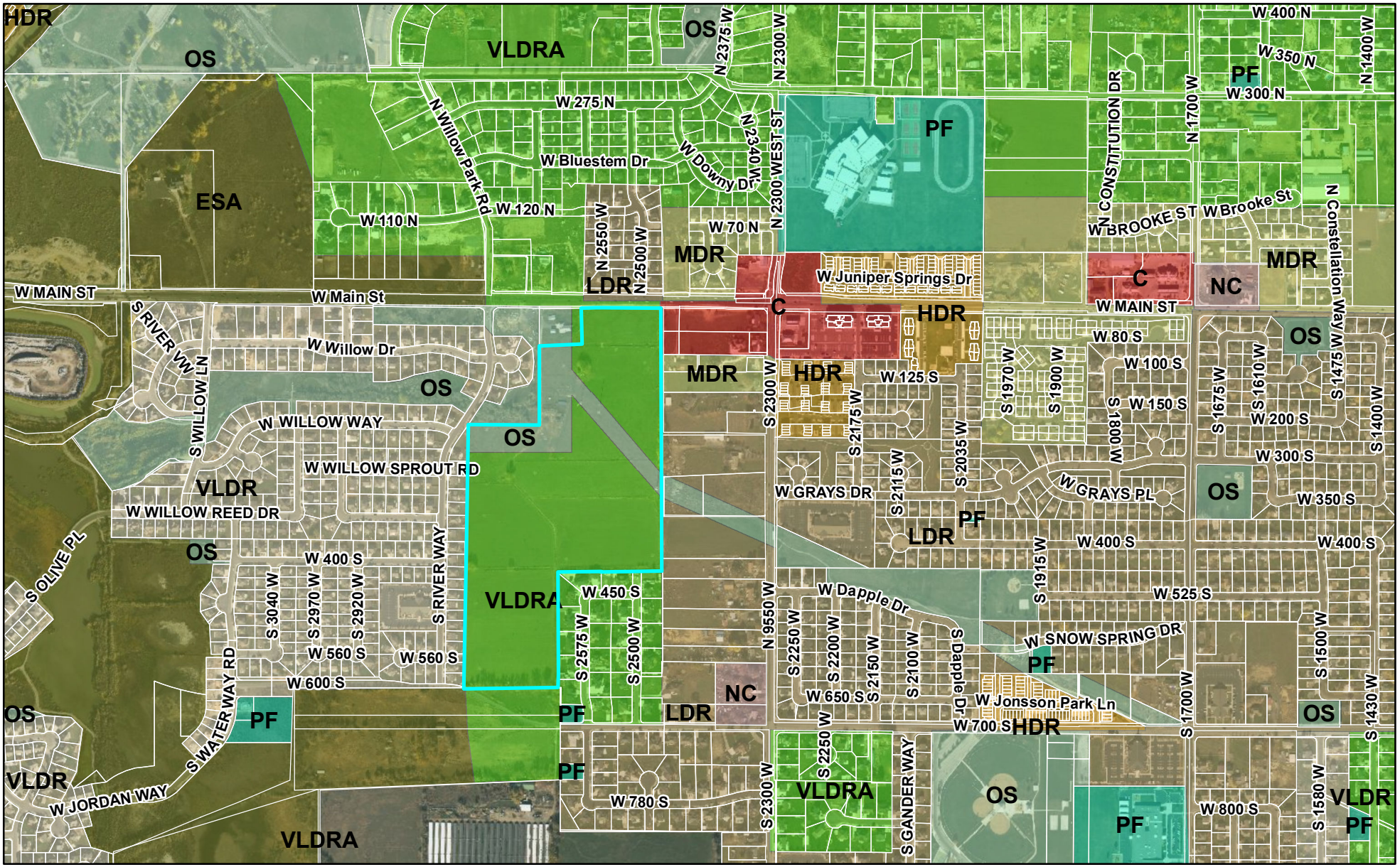


0 1,000 2,000 Feet

LEHI CITY

Lehi City General Plan Amendment and Zone Change

General Plan Map



0 1,000 2,000 Feet

LEHI CITY

STRATA EXHIBIT A

PARCEL DESCRIPTION

BASIS OF BEARINGS: AN ASSUMED BEARING OF NORTH 00°09’44” WEST FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP TO THE NORTHEAST SECTION CORNER OF SAID SECTION 13, MONUMENTED BY A 3” UTAH COUNTY BRASS CAP.

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PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: August 13, 2024
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2024-47 approving a Real Estate Purchase Contract and Addendum 1 with Gardner-Plumb LC for 11.74 acres located at approximately 2500 West Main Street.

Suggested Action:

Attachments:

Res 2024-47.docx

Real Estate Purchase Contract For Land (UAR 19) (version 1) Lehi City Property.pdf

Addendum 1 Lehi City Property.pdf

LEHI CITY

RESOLUTION NO. 2024-47

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
A REAL ESTATE PURCHASE CONTRACT FOR LAND AND ADDENDUM 1

WHEREAS, Gardner-Plumb LC is the sole owner in fee simple of 11.74 acres of real property located at approximately 2500 West Main Street in the City of Lehi ("Property");

WHEREAS, Lehi City desires to purchase the Property from Garder-Plumb LC; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Real Estate Purchase Contract for Land attached as Exhibit A, and

WHEREAS, the purchase is subject to the terms and conditions contained in Addendum 1 attached as Exhibit B, and

WHEREAS, on August 13, 2024, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for Land with Gardner-Plum LC; and (ii) that it should approve Addendum 1; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Real Estate Purchase Contract for Land between Lehi City and Gardner-Plumb LC attached hereto as Exhibit "A" and Addendum 1 attached hereto as Exhibit "B" are hereby approved and the Mayor is authorized to take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of August, 2024.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 9 day of August, 20 24 ("Offer Reference Date") Lehi City Corporation ("Buyer") offers to purchase from Gardner-Plumb L.C. ("Seller") the Property described below and **[☐] delivers to the Buyer's Brokerage with this offer, or [☐] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $ 00.00 in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 510,993.1 Square Feet as shown in the Attachment
also described as: Parcel 58:030:0116
City of Lehi, County of Utah, State of Utah, Zip 84043 (the "Property").
Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) _____

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: No Water Dedication for this land purchase

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2. PURCHASE PRICE. The Purchase Price for the Property is $ 3,519,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$ _____	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
$ _____	**(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
$ _____	**(c) Seller Financing** (see attached Seller Financing Addendum)
$ 3,519,000.00	**(d) Balance of Purchase Price in Cash at Settlement**
$ _____	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller 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 the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ **Seller** ☒ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** N/A

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Closing**; ☐ **Hours after Closing;** ☐ ____ **Calendar Days after Closing;** ☐ **Other (explain)** _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

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

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer 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 in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[☐] IS [☒] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of 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. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: **[☐] IS [☒] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: **[☐] IS [☒] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[☐] WILL [☒] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $ 00.00 . The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[☒] ARE [☐] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[☒] Addendum No.** 1
[☐] Seller Financing Addendum [☐] Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 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's 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 elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose 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 an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition 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 provisions 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 Sections 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 leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to 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 signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[☐] SHALL [☐] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any 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/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, 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. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated 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 the REPC:

(a) Seller Disclosure Deadline	August 15th, 2024	(Date)
(b) Due Diligence Deadline	N/A	(Date)
(c) Financing & Appraisal Deadline	N/A	(Date)
(d) Settlement Deadline	September 12th, 2024	(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 August 12th, 2024 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

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

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

(Buyer's 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. _____.

[☐] REJECTION: Seller rejects the foregoing offer.

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

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

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

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to the Real Estate Purchase Contract for Land with an Offer Reference Date of August 9th 2024, including all prior addenda and counteroffers, between Lehi City Corporation as Buyer, and Gardner-Plum L.C. as Seller, regarding the Property located at See Attached. The following terms are hereby incorporated as part of the REPC:

This Real Estate Purchase Contract for land only becomes effective if and when i) it is approved by resolution of the Lehi City Council; and ii) the Lehi City Council approves all of the following in the exercise of its independent legislative discretion: a) the Development Agreement between Lehi City, Strata, and Gardner-Plumb, L.C. ("Development Agreement"); b) the Developer General Plan Amendment as this term is defined in the Development Agreement; c) the Strata General Plan Amendment as this term is defined in the Development Agreement; d) the City General Plan Amendment as this term is defined in the Development Agreement; e) the Developer Rezoning as this term is defined in the Development Agreement; f) the Strata Rezoning as this term is defined in the Development Agreement; and g) the City Rezoning as this term is defined in the Development Agreement.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[X] Seller [ ] Buyer** shall have until 5:00 [ ] **AM [X] PM** Mountain Time on August 12th, 2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[ ] Buyer [ ] Seller Signature (Date) (Time)	[ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] **Seller** [ ] **Buyer** hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] **Seller** [ ] **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

[ ] REJECTION: [ ] **Seller** [ ] **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time)	(Signature) (Date) (Time)