Lehi City Council Meeting
Agenda
December 16, 2025

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. PARC Grant Recipient Presentation- Harrington Center for the Arts

   2.2. New U.S. Treasury Regulations Update

   2.3. Discussion of Cody Black's proposal to prepare a development agreement for a light manufacturing/research and development business within the Mixed Use Zone on property located at 870 N 100 E.

   2.4. Discussion of the Development Agreement Review and Approval Process.

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. Possible consideration of a motion to hold a Closed Meeting for the purchase, exchange, or lease of property; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual; or the deployment of security personnel, devices, or systems.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

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

4.2. Approve Purchase Orders
PO 8226 BACKUP.pdf

4.3. Consideration of Resolution #2025-97 approving an agreement with Galloway & Company for the construction of the Water Department storage building.
Res 2025-97.docx
Lehi City Agreement for Professional Services for New Public Works Building.pdf

4.4. Consideration of Resolution #2025-98 approving a real estate purchase contract for land at 174 E 100 N.
REPC- Lehi City.pdf
Wilson ADD 1.pdf
Wilson ADD 2.pdf
ADD 3,4 & 5.pdf
Active Listing.pdf

4.5. Consideration of Resolution #2025-99 approving a real estate purchase contract for land at 1702 W Traverse Pkwy.
Res 2025-99.docx
Land Purchase and Sale Contract A- Traveres Mountain Booster Pump Station.pdf

4.6. Consideration of Resolution #2025-100 approving a real estate purchase contract for land at 3805 N Traverse Mountain Blvd.
Res 2025-100.docx
Land Purchase and Sale Contract-B- Traverse Mountain Booster Pump Station.pdf

4.7. Consideration of Resolution #2025-101 approving an agreement with Insituform Technologies (C&L Solutions) for the 2026 sewer lining project.
Res 2025-101.docx
2026 sewer lining agreement DRAFT.docx

4.8. Consideration of Resolution #2025-102 approving an amendment to an existing agreement between Lehi City and Geneva Rock for road work, extending the contract for an additional year and increasing the contract price.
Res 2025-102.docx
2025 Roads Agreement Amendment 1.docx

4.9. Consideration of Resolution #2025-87 approving the treatment of grant funds received from wildfire suppression activities in excess of incremental costs as committed and to be used for specific Fire Department expenditures only.
Petitioner: Lehi City
Res 2025-87.docx

4.10. Consideration of Resolution #2025-94 approving an insurance consulting services agreement with GBS.
Res 2025-94.docx
Insurance Consulting Services Contract_Lehi City _ GBS _ Final.docx

4.11. Consideration of Resolution #2025-88, explaining why Lehi City does not have a Station Area Plan for the American Fork Frontrunner Station in Lehi.

Petitioner: Lehi City
Res 2025-88.docx

4.12. Consideration of Resolution #2025-89 approving an Interlocal Cooperative Settlement Agreement and Release of Claims with Timpanogos Special Service District ("TSSD").
Res 2025-89.docx
Agreement-Interlocal Settlement Agreement (TSSD).docx

4.13. Consideration of Resolution #2025-86 appointing Planning Commissioners to the Lehi City Planning Commission.
Petitioner: Lehi City
Res 2025-86.docx

5. Regular Agenda

5.1. Public Hearing for the purpose of receiving comments related to the issuance of Water Revenue Bonds for acquiring and constructing secondary water meters.

5.2. Budget Amendment #3
a. Public Hearing
b. Consideration of Resolution #2025-90 adopting an amendment to the Lehi City Operating and Capital Budget for Fiscal Year 2025-2026.

Petitioner: Lehi City
Res 2025-90.docx
FY26 Amendment #3.pdf

5.3. Consideration of Resolution #2025-96, approval of the Forebay Recreation Area Conservation Easement located in lower Payson Canyon and containing approximately 471

acres of property; Payson City as the Grantor, and Lehi City as the Grantee.
Petitioner: Payson City
Res 2025-96.docx
Forebay Conservation Easement_w Payson signature_11.18.2025.pdf
Forebay presentation_Lehi City Council_12.16.2025.pdf

5.4. Consideration of Ordinance #67-2025, approving the Downtown Revitalization Plan and State Street Station Area Plan including parts of Main Street and State Street.
Petitioner: Lehi City
CC Staff Report Downtown Revitalization & State Street Station Area Plan 12.16.25.docx
Lehi Downtown Revitilization Plan & State Street SAP DRC 10.15.25.docx
Lehi Downtown Revitilization Plan & State Street SAP DRC 11.05.25.docx
Lehi Downtown Revitalization & State Street SAP DRC 11.05.25 (same plan from 10.15.25).pdf
Ord 67-2025.doc

5.5. Consideration of Ordinance #71-2025, approving the Water Use and Preservation Element of the General Plan.

Petitioner: Lehi City
CC Staff Report Water Use and Preservation General Plan Element 12.16.25.docx
Water Use and Preservation General Plan Element DRC 11.05.25.docx
Lehi City - 2025 Water Use and Preservation General Plan Element.pdf
Ord 71-2025.docx

5.6. Consideration of Ordinance #68-2025, approving the Gurney Property Zone Change on 8.62 acres located at approximately 1200 West 800 North, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).
Petitioner: Symphony Development
CC Staff Report Gurney Zone Change 12.16.25.docx
Symphony Homes Gurney Property Zone Change DRC 10.22.25.docx
Gurney Property Zone Change narrative.pdf
2025.11.05 ALTA Survey - Gurney.pdf
Gurney Property Zone Change map.pdf
Gurney Zone Change Aerial.pdf
Gurney Zone Change General Plan.pdf
Gurney Zone Change Zoning.pdf
Ord 68-2025.docx

5.7. Consideration of Ordinance #69-2025, approving the Lee Zone Change on .50-acres located at 1035 West Main Street, changing the zoning from RA-1 (residential/agriculture) to Commercial.

Petitioner: Jordan Lee
CC Staff Report Lee Zone Change 12.16.25.docx
Lee Zone Change DRC 10.29.25.docx
Lee Zone Change DRC 10.29.25.pdf
Lee Aerial.pdf
Lee General Plan.pdf
Lee Zoning.pdf
Ord 69-2025.docx

5.8. Consideration of Resolution #2025-91, approving the Hammond Development Agreement on a light office warehouse project located at approximately 600 West State Street.
Petitioner: Justin Hammond
CC Staff Report Hammond Development Agreement 12.16.25.docx
Hammond Development Agreement DRC 10.15.25.docx
Hammond Development Agreement DRC 10.15.25.pdf
Hammond DA Aerial.pdf
Hammond DA GP.pdf
Hammond DA Zoning.pdf
Res 2025-91.docx

5.9. Consideration of Ordinance #70-2025, approving the Hammond Zone Change on 0.83 acres, located at approximately 600 West State Street, changing the zoning from Mixed Use to Heavy Commercial (tabled from the 8/26/25 City Council meeting).
Petitioner: Justin Hammond
CC Staff Report Hammond Zone Change 08.26.25.docx
Hammond Zone Change DRC 06.18.25.docx
Hammond Zone Change narrative.pdf
Hammond Zone Change DRC 06.18.25.pdf
Hammond Zone Change - Aerial Map.pdf
Hammond Zone Change - General Plan Map.pdf
Hammond Zone Change - Zoning Map.pdf
Ord 70-2025.docx

5.10. Consideration of Resolution #2025-92, approving the Water's Edge Development Agreement allowing 330 ERUs for residential and a hotel located at approximately 1350 East Interstate Plaza Drive.
Petitioner: Bob Perdue
CC Staff Report Water's Edge Development Agreement 12.16.25.docx
Water's Edge DA DRC 10.29.25.docx
Waters Edge Development Agreement DRAFT.pdf
WE Aerial.pdf
WE General Plan.pdf
WE Zoning.pdf

Res 2025-92.docx

5.11. Consideration of Ordinance #72-2025, approving the Water's Edge General Plan Amendment on approximately 13.02 acres located at approximately 1300 East 175 South, changing the land use designation from Transit Oriented Development to Mixed-Use (tabled from the 9/23/25 City Council meeting).
Petitioner: Bob Perdue
CC Staff Report Water's Edge General Plan Amendment 09.23.25.docx
Water's Edge General Plan Amendment DRC 08.13.25.docx
Waters Edge General Plan Amendment narrative.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf
Ord 72-2025.docx

5.12. Consideration of Resolution #2025-93, approving the JDH Property Development Agreement adding 30 residential units to the West Project Development Agreement, affecting 2146 West and 2198 West Stockton Lane.
Petitioner: John Hadfield
CC Staff Report JDH Properties Development Agreement 12.16.25.docx
JDH Propertiies Development Agreement DRC 10.15.25.docx
JDH Property Development Agreement.pdf
JDH Aerial.pdf
JDH General Plan.pdf
JDH Zoning.pdf
Res 2025-93.docx

5.13. Consideration of Resolution #2025-95 adopting procedures governing the appointment, interview, and voting process for filling the current vacancy in the Lehi City Council.
Petitioner: Lehi City
Res 2025-95.docx

6. 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: 2.1

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
PARC Grant Recipient Presentation- Harrington Center for the Arts

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
New U.S. Treasury Regulations Update

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of Cody Black's proposal to prepare a development agreement for a light manufacturing/research and development business within the Mixed Use Zone on property located at 870 N 100 E.

Suggested Action:

Attachments:

Agenda Item No: 2.4

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of the Development Agreement Review and Approval Process.

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO 8226 BACKUP.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8226

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

46
ISSUED TO: AC EXCAVATION
1584 WEST 900 NORTH

LEHI UT 84043

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

PURCHASE ORDER DATE: 12/01/2025 DEPARTMENT: POWER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	CEMETERY BORE TIE IN - CEDAR HOLLOW RD REBUILD PROJECT	359,150.00	359,150.00	53-50-54-000

TOTAL 359,150.00

COMMENTS/NOTES

EXCAVATION CONTRACT FOR PROJECTS

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

AC Excavation

1584 W 900 N
Lehi, UT, 84043
ac@acexcavation.com
CON LIC: 4923333-5501 E100
801-420-3081
Tax Reg N°: 87-0670994

Estimate

Estimate No: 144
Date: 11/04/2025

For: Lehi Power

Job Cemetery Bore Tie In

Description	Quantity	Rate	Amount
6” Bore with Fiber	3,000	$62.50	$187,500.00
4” Bore	1,000	$57.50	$57,500.00
3” bore	2,300	$40.50	$93,150.00
Soft surface pot hole	35	$250.00	$8,750.00
Hard surface pot hole	35	$350.00	$12,250.00

Subtotal	$359,150.00
Total	$359,150.00
Total	**$359,150.00**

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-97 approving an agreement with Galloway & Company for the construction of the Water Department storage building.

Suggested Action:

Attachments:

Res 2025-97.docx

Lehi City Agreement for Professional Services for New Public Works Building.pdf

LEHI CITY

RESOLUTION NO. 2025-97

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH GALLOWAY & COMPANY LLC ("CONTRACTOR") FOR THE CONSTRUCTION OF A WATER DEPARTMENT STORAGE BUILDING

WHEREAS, Lehi City ("City") desires to contract for the construction of a Water Department storage building;

WHEREAS Contractor submitted a proposal which City determined to be the lowest responsive and most responsible proposal and was selected to be awarded the project;

WHEREAS, on December 16, 2025, 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 Agreement with Galloway & Company 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 Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR WATER DEPARTMENT STORAGE BUILDING

THIS AGREEMENT FOR THE WATER DEPARTMENT STORAGE BUILDING ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and [Galloway & Company, LLC whose principal place of business is located at 577 South 200 East, Salt Lake City, Utah 84111 ("Contractor").

WHEREAS, City desires to contract for the design and construction management for the new water department storage building (the "Work"); and

WHEREAS, City determined, based on prior work done on scoping the future building needs of the water department and City determined Contractor's proposal to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in Contractor's Proposal attached hereto as Exhibit A and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than June 30, 2027.

3. **Payment**. City shall pay a total not to exceed $594,014.00 pursuant to Exhibit A. Payments shall be made monthly to Contractor upon invoice, payment remittance within 30 days of receipt of invoice.

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to

protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not

limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes**.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, and independent contractors, cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable to Contractor, or its employees, agents, subcontractors, independent contractors, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis,

arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,300,000 per occurrence and $3,300,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.7 All insurance required by this Agreement, with the exception of worker's compensation, Professional Liability, and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Approval and Acceptance.**

9.1 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional standards for Work of a similar and comparable nature. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. **Confidentiality.** The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority**. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Galloway and Company, LLC
Attn: Dave Norman	Attn: Scott Holmes
153 North 100 East	577 South 200 East
Lehi, Utah 84043	Salt Lake City, Utah 84111

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition

to any other relief to which such party may be entitled.

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements,

representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2023.

Galloway and Company, LLC

_____
By: Scott Holmes
Its: Principal

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2023, 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 Galloway and Company, LLC and that said document was signed by him/her in behalf of said Galloway and Company, LLC by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

Galloway
577 S. 200 E.
Salt Lake City, UT 84111
801.533.2100 • GallowayUS.com

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
for
LEHI PUBLIC WORKS – EQUIPMENT STORAGE BUILDING

SCOPE OF SERVICES TO BE PROVIDED BY GALLOWAY

We understand that Lehi City has requested the following services, as identified by project number and the following phases.

SURVEY SCOPE OF SERVICES
PROJECT LEH000003.10

PHASE 50: ALTA/NSPS LAND TITLE SURVEY

Galloway will perform an ALTA/NSPS LAND TITLE SURVEY, per the 2021 ALTA/NSPS Minimum Standard Detail Requirements, of the subject property or parcel listed above. The following ALTA/NSPS Table "A" Items are included: Items 1, 2, 3, 4, 5, 7(a), 7(b1), 8, 9, 11, 13, 14 and 16.

PHASE 51: UTILITY LOCATES (SERVICES PROVIDED BY OTHERS)

Galloway will have the underground utilities marked by a subconsultant. These markings will be located and depicted on the survey.

CLARIFICATIONS

- In this proposal it's assumed that adequate monumentation necessary to complete the boundary will be found on or directly adjacent to the subject property. If adequate monumentation is not found, we will contact the Client prior to proceeding with the survey. If additional research and field work is required to reestablish the boundary, additional fees may apply.
- If conflicting boundary evidence is encountered, the Client will be notified prior to proceeding with the survey. Resolving the boundary issues will be viewed as additional services and billed on a Time and Materials (T&M) basis.
- The fee for this proposal includes addressing one (1) set of Client comments regarding typographical revisions, clarification edits or one (1) certification name change. It is assumed Galloway will receive all comments from all involved parties at the same time to be addressed at one (1) time. If additional comments are received or as otherwise noted or requested revisions extend beyond the aforementioned items or scope, additional fees shall apply, and the request will be addressed on a Time and Materials (T&M) basis.
- Client will provide or obtain all necessary permissions for access to all portions of the property or adjoining properties necessary to complete the field effort of the survey.
- This scope is limited to the items listed above. Additional scope items requested by the Client may include additional fees.
- The property or parcel(s) to be surveyed for this effort is limited to that property or parcel(s) listed above.

ARCHITECTURAL & ENGINEERING SCOPE OF SERVICES
PROJECT LEH000003.30

PHASE 150 – CONCEPTUAL SITE & BUILDING PLANNING PHASE

Galloway will gather preliminary site information, including code and permit submittal requirements, conceptual costs, and initial utility and subconsultant requirements; prepare preliminary project schedules and cost estimates; and identify key entitlement and/or construction constraints as agreed to with Client.

Conceptual Site Planning Phase Activities and Services

- Geotechnical evaluation to include (2) 30 ft borings for the building and (1) 15 ft boring for infiltration testing

PHASE 310 – SCHEMATIC DESIGN PHASE

Galloway will provide documents that will express the intent of spaces and massing of the building(s) and how pedestrian and vehicular circulation in and around the building is to perform. Galloway and their consultants will provide drawings that will constitute 30% of the design along with a preliminary list of specifications that will be compiled at the end of the Phase 500.

Schematic Design Activities and Services

- Preliminary Site and Code Investigations
- Design Workshops, Client Coordination and Meetings
- Consultant Coordination
- Cost Estimating and Budget Update
- Schematic Design Plans to include:
    - Civil Site Plan
    - Civil Grading Plan
    - Civil Utility Plan
    - Landscape Plan
    - Irrigation Plan
    - Preliminary Landscaping Details
    - Architectural Site Plan
    - Architectural Floor Plan
    - Architectural Roof Plan
    - Architectural Reflected Ceiling Plan
    - Architectural Elevations
    - Structural Footing & Foundation Plan
    - Structural Roof Framing Plan
    - Mechanical Plan

- Plumbing Plan
- Electrical Lighting Plan
- Electrical Power Plan
- Electrical Systems Plan
- Photometrics Plan
- List of Anticipated Specifications

PHASE 410 – DESIGN DEVELOPMENT PHASE

Galloway will provide site development coordination services to assist and represent Lehi City in planning approval preparation and submittal, and various meetings, as well as agency, subconsultant, and utility coordination as specifically listed below.

Galloway will provide architectural, landscaping, and engineering services as listed below to create full planning drawings and reports required for submittal to various jurisdictions and agencies for site plan approval.

Galloway will provide documents that will express the intent of civil and building systems. Galloway and their consultants will provide drawings that will constitute 60% of the design along with a preliminary list of specifications that will be compiled at the end of the Phase 500.

Design Development Activities and Services

- Site and Code Investigations
- Submit Site Plan Application, respond to comments provided by AHJ
- Design Workshops, Client Coordination and Meetings
- Consultant Coordination
- Cost Estimating and Budget Update
- Design Development Plans to include:
    - Updated drawings as listed from Phase 310
    - Civil Details
    - Architectural Site Details
    - Architectural Finish Plan
    - Architectural Concrete Tilt-Up Panel Elevations
    - Architectural & Interior Material Selections
    - Architectural Schedules
    - Preliminary Architectural Building Details
    - Structural Concrete Tilt-Up Panels Elevations
    - Structural Schedules
    - Preliminary Structural Details
    - Mechanical Schedules
    - Preliminary Mechanical Details

- Plumbing Schedules
- Preliminary Plumbing Details
- Electrical Lighting Schedules
- Electrical Panel Schedules
- Preliminary Electrical Details
- List of Anticipated Specifications

PHASE 500 – CONSTRUCTION DOCUMENTS PHASE

Galloway will provide architectural and engineering services for generating and coordinating necessary detailed, engineered building construction documents for buildings that will constitute 90% of the design. This includes architectural, structural, mechanical, electrical, and plumbing design; interior design; signage; and coordination of any necessary subconsultant design provided by the Owner.

Construction Documents Activities and Services

- Building Document Code Investigations
- Envelope and Energy Compliance
- Design Workshops, Client Coordination and Meetings
- Consultant Coordination
- Updated Drawings from Phase 410 that brings the project to constructability
- Specifications
- Structural Calculations

PHASE 620 – PERMITTING PHASE

Galloway will coordinate submittal and tracking of various local permits required for project approval as listed below.

Permits

- Building Permit
- Land Disturbance Permit
- Fire Department Permit

PHASE 710 – CONSTRUCTION SERVICES PHASE

Galloway will provide the following Construction Phase services, on a limited basis:

- Assist the Owner in efforts to administrate the contract. The Owner shall be primarily responsible for construction contract administration.
- Architect to attend weekly construction meetings via conference call or onsite meetings depending on stage of construction. We have anticipated 12 months of construction and allowed for up to 26 site visits and up to 26 calls.

- Additional site visits are NOT included in the base compensation but will be available as an additional service upon request.
- Owner and Contractor will communicate directly with each other. Galloway shall be a party to communications related to the interpretation of the contract documents.
- Respond to requests for information, issue supplemental instructions, or otherwise assist the Owner with the interpretation of the contract documents when requested.
- Assist the Owner in the review of change orders, construction change directives, or other contract modification requests prepared by others. Galloway will provide proposal requests as needed as long as the scope change is minor. If the change in scope is major, Galloway will inform the Owner within 30 business days that a the major proposal will be an additional service.
- Review submittals as required by the contract documents. Each submittal will not be reviewed more than three times. Any extra reviews will be an additional service.
- Review structural special inspection reports. (Correction of deficiencies requiring design and/or detailing will be provided as an additional service.)
- Assist the Owner in the review of the Contractor's request for substantial completion and the contractor's punch-list, and supplement this list as required. If the work is determined not to be substantially complete, Galloway shall provide follow-up reviews as an additional service.
- Galloway may provide all other Construction Administration services upon the Owner's request and authorization to perform additional services.

PHASE 810 – POST-CONSTRUCTION SERVICES PHASE

Galloway will review the as-built drawings provided by the Contractor and will provide a Record Set to the City. Galloway will review and comment on the Contractor provided Operations and Maintenance (O&Ms) documents along with warranties. Each O&Ms and warranties will not be reviewed more than twice. All other reviews will be an additional service.

ASSUMPTIONS

- The soil condition is unknown. If after review of the geotechnical report requires additional structural systems (ie geopiers or grade beams) would be beyond the scope of the project.
- Unforeseen findings at or near the landfill may result in additional scope of work.
- SWPPP design will be the responsibility of the selected contractor.
- It is assumed that the building is an essential facility and would need to be designed to Risk Category IV.
- The existing electrical service would be able to handle the increased load from the new building(s). If not, an amendment to cover the costs of coordination with the Power Utility Company for additional service would be required.

COMPENSATION

Compensation for the scope of services as listed above is as follows:

Survey, Architectural, Landscaping, and Building & Civil Engineering Services

(see attached cost opinion dated Dec. 10, 2025) $574,014.00

Geotechnical Services

$20,000.00

Grand Total Lump Sum Fee

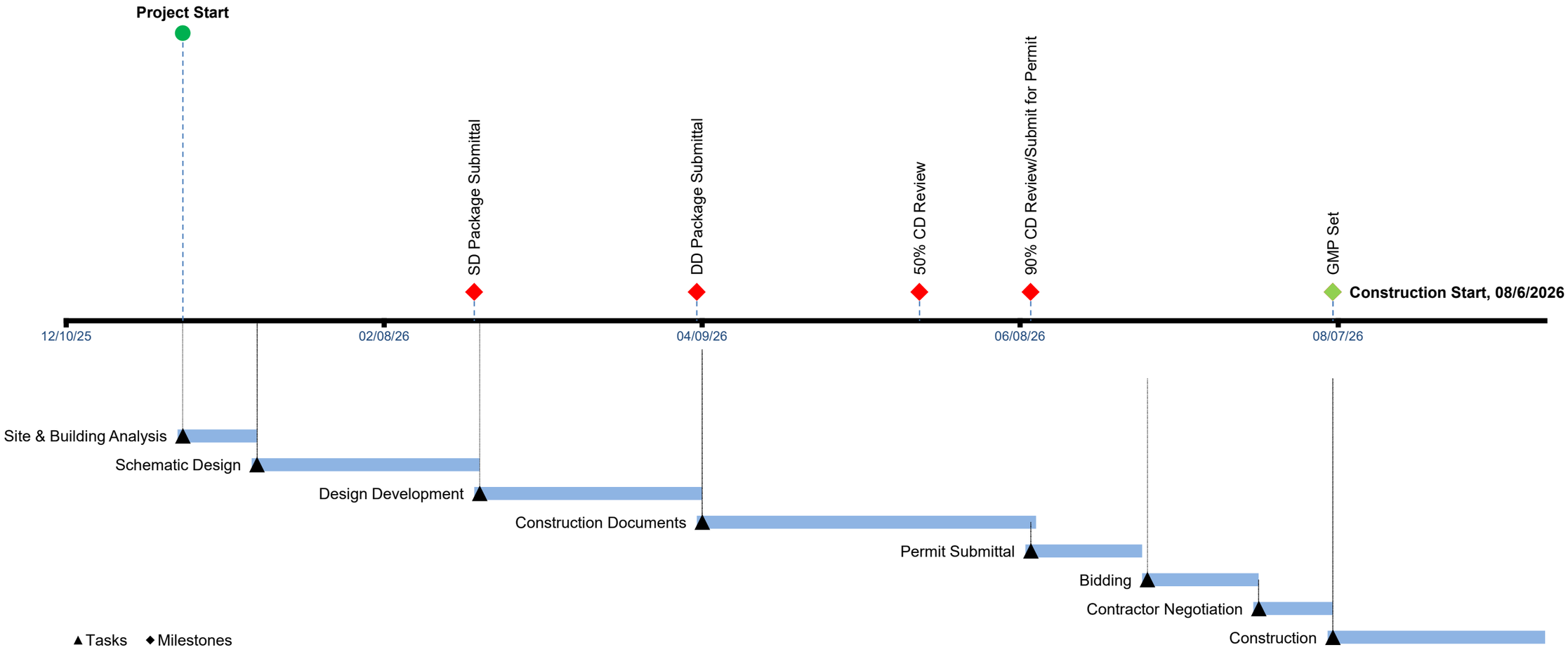
$594,014.00

Galloway

Lehi Public Works Water Department

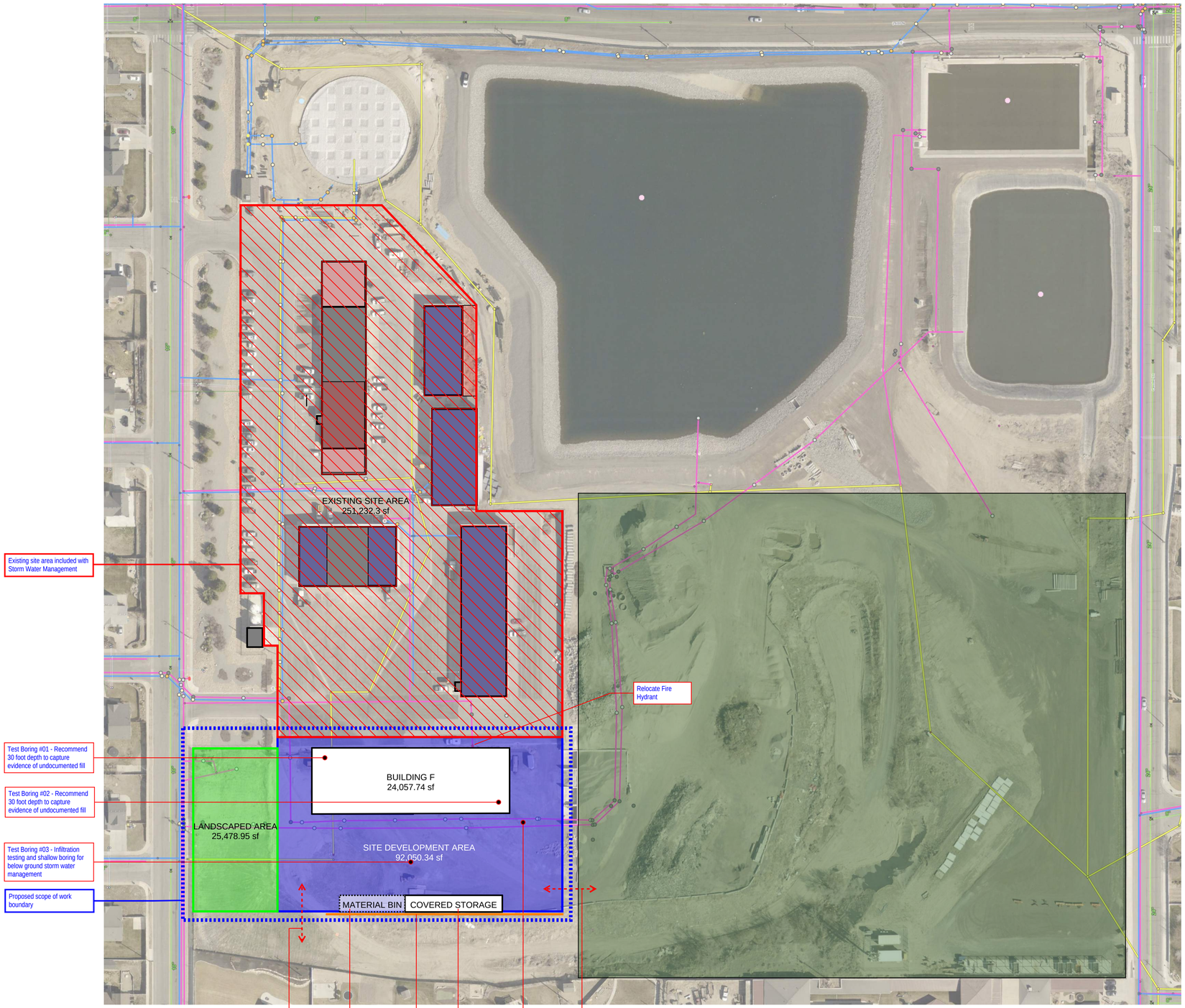
Preliminary / Needs Assessment Cost Opinion (New Facilities)
December 10, 2025

Priority	Item	Quantity	Unit	Rate	Budget	Notes
1	**Building F (New Facilites)**					
	Vehicle/ Equipment Storage	24,000	SF	$ 265.00	$ 6,360,000	Concrete Tilt Construction
	Site Demo & Earthwork	92,000	SF	$ 1.10	$ 101,200	Clear, grub and grading
	Exterior Improvements	68,000	SF	$ 10.00	$ 680,000	Site prep, curb, gutter and paving
	Utilities	24,000	SF	$ 4.00	$ 96,000	Water, Sewer, Electrical, Communications
	Landscaping	25,500	SF	$ 3.00	$ 76,500	Impacted area is estimated, pending site dev. req.
	Sub Total:				**$ 7,313,700**	
4	**Covered Storage B (New Facilities)**					
	Equipment Storage	2,982	SF	$ 185.00	$ 551,670	
					$ 551,670	**Amount is currently not calculated in sub total**
1	Stormwater/ Utility/ Export & Import	343,232	SF	$ 4.50	$ 1,544,544	Manage existing site area and Building F development
	Div 2-16 Sub Total:			**$ 369.09**	**$ 8,858,244**	
	Pricing Variables					
	Design Contingency			5.00%	$ 442,912	Undefined elements
	Timing Inflation Factor			3.00%	$ 265,748	Current forecast from December '25 through Q2 2026
	Construction Sub Total:			**$ 398.62**	**$ 9,566,904**	
	GC General Conditions			6.00%	$ 574,014	
	GC O&P			4.00%	$ 382,676	
	GC Bonds & Insurance			1.00%	$ 95,669	
	Contractor Cost			11.00%		
	Construction Contingency			3.00%	$ 287,008	
	Proposed Construction Total:			**$454.43**	**$ 10,906,272**	
	Project Soft Cost					
	A and E Fees			6.00%	**$ 574,014**	% of Construction Sub Total (Fix at DD approval)
	FFE Design Fee			0.00%	**$ -**	
	FFE Budget			$ -	$ -	Not anticipated
	Audio Video Systems			$ -	$ -	Not anticipated
	Information Technology				$ 35,000	Allowance (building equipment)
	Construction Testing & Inspection			0.25%	$ 23,918	% of Construction Sub Total
	Builders Risk Insurance			0.25%	$ 23,918	% of Construction Sub Total
	Utility Connection Fees			0.35%	$ 33,485	Allowance
	Geotechnical Evaluation (Building)				$ 15,000	Allowance (2 borings)
	Geotechnical Evaluation (SW Management)				$ 5,000	Allowance (1 borings and filtration testing)
	Water Flow Analysis				$ 2,000	Allowance
	Land Acquisition				$ -	Not required
	Development Impact & Permit Fees			0.15%	$ 14,351	Unknown TBD
	Temp office and relocation				$ -	Not required
	Total Project Budget				**$ 11,633,081**	



Project Milestones

1/1/2026	1/15/2026	14	Days	**Site & Building Analysis**
1/15/2026	2/25/2026	42	Days	**Schematic Design**
2/26/2026	4/8/2026	42	Days	**Design Development**
4/9/2026	6/10/2026	63	Days	**Construction Documents**
6/10/2026	7/1/2026	21	Days	**Permit Submittal**
7/2/2026	7/23/2026	21	Days	**Bidding**
7/23/2026	8/6/2026	14	Days	**Contractor Negotiation**
8/6/2026	2/2/2027	180	Days	**Construction**



LEHI PUBLIC WORKS

Lehi City

Water Department Site Plan

DEC 2025
SCOPE UPDATE

0' 70' 140' 350'

SCALE: 1" = 70'-0"

N

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Agenda Item No: 4.4

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-98 approving a real estate purchase contract for land at 174 E 100 N.

Suggested Action:

Attachments:

REPC- Lehi City.pdf

Wilson ADD 1.pdf

Wilson ADD 2.pdf

ADD 3,4 & 5.pdf

Active Listing.pdf

dotloop signature verification: dtlp.us/bBy1-qZId-mhne
Docusign Envelope ID: 00BE715A-FD5A-4D28-B615-65A592A10792

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 2 day of September, 2025 ("Offer Reference Date") Lehi City Corporation ("Buyer") offers to purchase from Leann J Wilson ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $ $500.00 in the form of ACH Transfer. 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.

OFFER TO PURCHASE

1. PROPERTY: 174 E 100th St N

City of Lehi, County of Utah, State of Utah, Zip 84043 Tax ID No. 010380011 (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, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box):** ☐ **washers** ☐ **dryers** ☐ **refrigerators** ☐ **microwave ovens** ☐ **other (specify)** _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ **ARE** ☑ **ARE NOT** additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 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: None

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ $390,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$ $500.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$	**(b) Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$	**(c) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$	**(d) Seller Financing** (see attached Seller Financing Addendum)
$ 389,500.00	**(e) Balance of Purchase Price in Cash at Settlement**
$ 390,000.00	**PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ **IS** ☑ **IS NOT** conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

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

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Docusign Envelope ID: 00BE715A-FD5A-4D28-B615-65A592A10792

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 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 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 ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☑ **Upon Recording**; ☐ ____ **Hours after Recording;** ☐ ____ **Calendar Days after Recording.** 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 including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 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 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("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)** _____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.3(c) shall survive Closing

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Real Estate Brokerage Compensation. Seller and Buyer agree that Seller shall contribute 00.0% of the Purchase Price to Buyer's Brokerage or $998.00 to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer- broker agreement. The provisions of this Section 4.3(e) shall survive Closing.

(f) Sales Proceeds Withholding. Buyer and Seller authorize and direct the escrow/closing office 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, real estate brokerage compensation, and warrants. The provisions of this Section 4.3(f) 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(s) Wesley J Goldberg, represent(s) ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage RANLife Real Estate Inc, represents ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____

Buyer's Agent(s) Marlin Eldred, represent(s) ☑ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): 11366843-SA00

Buyer's Brokerage Equity Real Estate - Solid, represents ☑ **Buyer** ☐ **both Buyer and Seller as Limited Agent;**

Buyer's Brokerage Utah Real Estate License Number: _____

 Buyer's Initials MG 09/03/25 8:50 AM MDT dotloop verified _____ **Date** _____ **Seller's Initials** DS _____ **Date** 9/4/2025

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Docusign Envelope ID: 00BE715A-FD5A-4D28-B615-65A592A10792

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.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) 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 "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance ("Owner's Policy")* available through the Issuing Agent.

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 for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) 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 land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and 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 with Seller 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, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

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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, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☑ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) 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, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon $_____ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) 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 the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) Earnest Money Deposit(s) Released to Seller. If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's 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. 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 canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, 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.** _____ ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☑ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed $_____ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 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. The provisions of Section 10.2 shall survive Closing.

10.3 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 as stated in Section 7(a); (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, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

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11 FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through 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.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

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 arising out of the transaction contemplated by 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.

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20 INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain 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, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

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. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

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 _____ (Date)

(b) Due Diligence Deadline _____ (Date)

(c) Financing & Appraisal Deadline 09/22/2025 (Date)

(d) Settlement Deadline 10/01/2025 (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 09/04/2025 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Mark Johnson dotloop verified 09/03/25 8:50 AM MDT L4GB-H4Q2-DBUJ-H3GY
(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

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 by the attached ADDENDUM No 1

☐ **REJECTION:** Seller rejects the foregoing offer.

DocuSigned by: 9/4/2025
(Seller's Signature) (Date) (Time)

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE DECEMBER 4, 2024.

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2025 including all prior addenda and counteroffers, between Lehi City Corporation as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100 N, Lehi, Utah County, UT 84043. The following terms are hereby incorporated as part of the REPC:

Sales price to be $410,000

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 September 09, 2025 (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.

DocuSigned by:
Leann Wilson 9/4/2025
3FD56AGD109S488

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

[X] COUNTEROFFER: [ ] Seller [x] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

[signature] 9/9/25 3:16pm

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

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

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

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ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☑ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 09/02/2025, including all prior addenda and counteroffers, between Lehi City Corporation and Mark Johnson as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100th St N, Lehi, UT 84043 The following terms are hereby incorporated as part of the REPC:

Sales Price to be $390,000.

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. **[☑] Seller [☐] Buyer** shall have until 5:00 **☐ AM ☑ PM** Mountain Time on 09/11/2025 (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.

Mark Johnson dotloop verified 09/09/25 2:09 PM MDT 5LRO-A1Z2-T2YJ-KJJT	
☑ 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. 3.

Signed by: 1341CE23FF46452... 9/11/2025	
(Signature) (Date) (Time)	(Signature) (Date) (Time)

☐ REJECTION: ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 3
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2025 including all prior addenda and counteroffers, between Lehi City Corporation and Mark Johnson as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100 N Lehi UT 84043. The following terms are hereby incorporated as part of the REPC:

1. Purchase Price $399,000

2. Seller has never occupied the home. Seller Property Condition Disclosures are removed from the Contract.

3. Tenant (Sellers Daughter) has 90 Days to vacate the property from acceptance of contract

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. **[ ] Seller [X] Buyer** shall have until 5 :00 **[ ] AM [X] PM** Mountain Time on September 12, 2025 (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.

Signed by:
[illegible]
1341CE23FF46452...

9/11/2025

[ ] Buyer [X] 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. _____

[illegible] 9/25/25 1:05pm

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

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

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

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ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☑ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 09/02/2025, including all prior addenda and counteroffers, between Lehi City Corporation and Mark Johnson as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100th St N, Lehi, UT 84043 The following terms are hereby incorporated as part of the REPC:

Lehi City offers $390,000.00

Lehi City will work with seller on closing date up to 120 days from signing of Addendum.

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. **☑ Seller ☐ Buyer** shall have until 5:00 **☐ AM ☐ PM** Mountain Time on 09/16/2025 (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.

Mark Johnson dotloop verified 09/12/25 4:35 PM MDT 70OI-F3RC-GCFX-MDPD	
☑ 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. 5.

DocuSigned by: 9/25/2025 (Signature) (Date) (Time)	(Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 5
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2025 including all prior addenda and counteroffers, between Lehi City Corporation as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100 N, Lehi, Utah County, UT 84043. The following terms are hereby incorporated as part of the REPC:

Response Time of Addendum# 3 by the buyer is 9/26/25

Response Time of Addendum# 4 by the September is 9/26/25

Settlement Date to be on or before Dec 18th, 2025

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 September 26, 2025 (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.

DocuSigned by: Leann Wilson 9/25/2025

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

Leann Wilson 9/25/25 1:06pm

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

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

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

MLS# 2107304

List Price: $435,000
Price Per: $506
DOM:
Address: 174 E 100 N
NS/EW: 0 N / 174 E
City: Lehi, UT 84043
County: Utah
Proj/Subdiv:
Tax ID: 01-038-0011
Zoning:

Status: ACTIVE
Entry Date: 08/25/2025
Restrictions: No
Est. Taxes: $1,358
HOA?: No
ADU?: No

School Dist: Alpine
Sr High: Lehi
Elem: Meadow
Other Schl:
Jr High: Lehi

Lvl	Approx Sq Ft	Bed Rms	Bath			Fam	Den	Formal Living Rm	Kitchen Dining				Laun dry	Fire place
			F	T	H				K	B	F	S		
1	858	2	1	-	-	-	-	-	-	-	-	-	1	-
Tot	858	2	1	0	0	0	0	0	0	0	0	0	1	0

Type: Single Family
Style: Bungalow/Cottage
Year Built: 1933
Const Status: Blt./Standing
Acres: 0.15
Deck | Pat: 0 | 1
Frontage: 0.0
Garage: 0
Side: 0.0
Carport: 0
Back: 0.0
Prkg Sp: 4
Irregular: No
Fin Bsmt: 0%

Roof: Asphalt Shingles
Heating: Forced Air; Gas: Central
Air Cond: Central Air; Electric
Floor: Carpet
Window Cov:
Pool?: No
Pool Feat:
Possession:
Exterior: Asphalt Shingles; Vinyl
Has Solar?: No

Basement: None/Crawl Space
Garage/Park:
Driveway: Gravel
Water: Culinary
Water Shares: 0.00
Spa?: No **Community Pool?:** No
Primary Level:
Senior Comm: No
Animals:

Landscape: Landscaping: Full
Lot Facts: Curb & Gutter; Road: Paved; Sprinkler: Auto-Full; View: Mountain
Terms: Cash; Conventional; VA
Utilities: Gas: Connected; Power: Connected; Sewer: Connected; Sewer: Public; Water: Connected
Zoning: Single-Family
Remarks: Fantastic Location directly across the street from Lehi City Municipal Building. Money is in the Land.
Agt Remarks: Square footage figures are provided as a courtesy estimate only and were obtained from County Records. Buyer is advised to obtain an independent measurement.

Attached Documents

Show Inst: Call Agent/Appt

Owner:
Special Owner Type:

Contact: Wesley Goldberg
L/Agent: Wesley J Goldberg
L/Office: RANLife Real Estate Inc

Contact Type: Agent
Email: wesg@ranlife.com

Ph 1: 801-231-1084
Ph: 801-231-1084
Ph: 801-478-4545
Ph 2:
Mobile: 801-231-1084

Listing Type: Exclusive Right to Sell (ERS)
Expiration Date: 02/25/2026

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Agenda Item No: 4.5

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-99 approving a real estate purchase contract for land at 1702 W Traverse Pkwy.

Suggested Action:

Attachments:

Res 2025-99.docx

Land Purchase and Sale Contract A- Traveres Mountain Booster Pump Station.pdf

LEHI CITY

RESOLUTION NO. 2025-99

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

WHEREAS, TMCV Retail #1 Retail Center LLC ("Owner") is the sole owner in fee simple of 5,000 square feet of land located at approximately 1702 W Traverse Pkwy, Lehi, Utah ("Property");

WHEREAS, Lehi City desires to purchase the Property from Owner; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Land Purchase and Sale Contract attached as Exhibit A; and

WHEREAS, on December 16, 2025, 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 Land Purchase and Sale Contract with Owner; 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 Land Purchase and Sale Contract between Lehi City and Owner attached hereto as Exhibit "A" is 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 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

LAND PURCHASE AND SALE CONTRACT

I. The Parties. This Land Purchase and Sale Contract ("Agreement") made on October _____, 2025 ("Effective Date") is between:

Buyer: **Lehi City Corporation** ("Buyer") with a mailing address of 153 N 100 E, City of Lehi, State of Utah who agrees to buy,

AND

Seller: **TMCV Retail #1 Retail Center LLC** ("Seller") with a mailing address of 4609 W 65th S, City of Idaho Falls, State of Idaho, who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

II. Legal Description. The real property is described as vacant land with a total gross area of 5,000 ☒ Square Feet (SF) ☐ Acres (AC). The real property is further described as:

Street Address: Approx 1702 W Traverse Pkwy, Lehi Utah. See attached map with approximate location and additional terms.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): a portion of 53:594:0002

Other Description: See attached map

III. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of $00.00 as consideration by _____, 20___ at ____:____ ☐ AM ☐ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☐ **is** ☒ **is not** required to be placed in a separate trust or escrow account in accordance with State law.

IV. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of $145,000.00 (One Hundred Forty Five Thousand Dollars and No Cents) as follows: (check one)

☒ - **All Cash Offer**. No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than 13 November, 2025 at 5:00 ☐ AM ☒ PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure

of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

☐ - **Bank Financing**. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

☐ - Conventional Loan
☐ - FHA Loan (Attach Required Addendums)
☐ - VA Loan (Attach Required Addendums)
☐ - Other: _____

a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
c.) On or before _____, 20___, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ **is** ☐ **is not** contingent on the lease, sale, or recording of another property;
d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ days from the date in Section IV(c);
e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

☐ - **Seller Financing**. Seller agrees to provide financing to the Buyer under the following terms and conditions:

a.) **Loan Amount**: $_____
b.) **Down Payment**: $_____
c.) **Interest Rate** (per annum): ____%
d.) **Term**: ____ ☐ Months ☐ Years

e.) **Documents**: The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20___. The Seller shall have until _____, 20___ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. Sale of Another Property. Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon selling another property.

☐ - **Shall be** contingent upon selling another property with a mailing address of _____, City of _____, State of _____ within _____ days from the Effective Date.

VI. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of ☐ **Buyer** ☐ **Seller** ☒ **Both Parties**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is customary and in standard procedure with conducting the sale of a property.

VII. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day. Lehi City will transmit payment to title company for disbursement of funds.

VIII. Closing. This transaction shall be closed on 13 November, 2025 at 5:00 ☐ AM ☒ PM or earlier at Title Company to be mutually agreed upon by both Buyer and Seller. ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller. If no title company is used, seller will provide a quick claim deed for property upon receipt of funds. Buyer will be responsible to file quick claim deed with Utah County.

IX. Survey. Buyer will obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 10 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in

the title to the Property. Seller shall be required to remedy such defects within 10 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed, quick claim deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions. Buyer will not provide a Title Search Report or Title Insurance for the property. Seller will be responsible for a Title Search Report or Title Insurance at their expense if required. Seller guarantees clear title and will remedy any concerns or issues at their expense.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until 1 November, 2025 at 5:00 ☐ AM ☒ PM.

After all inspections are completed, Buyer shall have until 5 November, 2025 at 5:00 ☐ AM ☒ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 5 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any

way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

☐ - **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

☒ - **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have ____ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 00 business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting https://www.nsopw.gov/.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and

things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXII.

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

a.) **Mediation**. If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

b.) **Arbitration**. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) **Exclusions**. The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of Utah.

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by 5 November, 2025 at 5:00 ☐ AM ☒ PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and will deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

☒ - There are no attached addendums or disclosures to this Agreement.

☐ - The following addendums or disclosures are attached to this Agreement:

☐ - _____

Date: _____

_____
Buyer's Signature

Buyer's Initials _____ Seller's Initials _____

Lehi City
Map Notes
More Layers
GPS Water Codes
Casings
Culinary Water System
Pressure Irrigation System
Sewer System
Storm Drain System
Irrigation Lines
Property Owners
Parcels
Zoning, General Plan, Subdivisions
NFHL
City Hall
1/14
We would still need a 5000 sq ft piece of property here to give us enough room to pull off of the private road while visiting the booster station for daily rounds or maintenance.
8,392.37 ft²
Timpanogos Hwy Express Ln WB
7,326,679.777 1,535,774.813 Feet_US

Agenda Item No: 4.6

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-100 approving a real estate purchase contract for land at 3805 N Traverse Mountain Blvd.

Suggested Action:

Attachments:

Res 2025-100.docx

Land Purchase and Sale Contract-B- Traverse Mountain Booster Pump Station.pdf

LEHI CITY

RESOLUTION NO. 2025-100

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

WHEREAS, Traverse Mountain Commercial Venture LLC ("Owner") is the sole owner in fee simple of 5,000 square feet of land located at approximately 3805 N Traverse Mountain Blvd, Lehi, Utah ("Property");

WHEREAS, Lehi City desires to purchase the Property from Owner; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Land Purchase and Sale Contract attached as Exhibit A; and

WHEREAS, on December 16, 2025, 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 Land Purchase and Sale Contract with Owner; 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 Land Purchase and Sale Contract between Lehi City and Owner attached hereto as Exhibit "A" is 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 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

LAND PURCHASE AND SALE CONTRACT

I. The Parties. This Land Purchase and Sale Contract ("Agreement") made on October _____, 2025 ("Effective Date") is between:

Buyer: **Lehi City Corporation** ("Buyer") with a mailing address of 153 N 100 E, City of Lehi, State of Utah who agrees to buy,

AND

Seller: **Traverse Mountain Commercial Venture LLC** ("Seller") with a mailing address of 2880 N 55th W, City of Idaho Falls, State of Idaho, who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

II. Legal Description. The real property is described as vacant land with a total gross area of 5,000 ☒ Square Feet (SF) ☐ Acres (AC). The real property is further described as:

Street Address: Approx 3850 N Traverse Mountain Blvd, Lehi Utah. See attached map with approximate location and additional terms.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): a portion of 53:571:0001

Other Description: See attached map

III. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of $00.00 as consideration by _____, 20___ at ____:____ ☐ AM ☐ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☐ **is** ☒ **is not** required to be placed in a separate trust or escrow account in accordance with State law.

IV. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of $165,000.00 (One Hundred Sixty Five Thousand Dollars and No Cents) as follows: (check one)

☒ - **All Cash Offer**. No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than 13 November, 2025 at 5:00 ☐ AM ☒ PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure

of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

☐ - **Bank Financing**. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

☐ - Conventional Loan
☐ - FHA Loan (Attach Required Addendums)
☐ - VA Loan (Attach Required Addendums)
☐ - Other: _____

a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
c.) On or before _____, 20___, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ **is** ☐ **is not** contingent on the lease, sale, or recording of another property;
d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ days from the date in Section IV(c);
e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

☐ - **Seller Financing**. Seller agrees to provide financing to the Buyer under the following terms and conditions:

a.) **Loan Amount**: $_____
b.) **Down Payment**: $_____
c.) **Interest Rate** (per annum): ____%
d.) **Term**: ____ ☐ Months ☐ Years

e.) **Documents**: The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20___. The Seller shall have until _____, 20___ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. Sale of Another Property. Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon selling another property.

☐ - **Shall be** contingent upon selling another property with a mailing address of _____, City of _____, State of _____ within ____ days from the Effective Date.

VI. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of ☐ **Buyer** ☐ **Seller** ☒ **Both Parties**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is customary and in standard procedure with conducting the sale of a property.

VII. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day. Lehi City will transmit payment to title company for disbursement of funds.

VIII. Closing. This transaction shall be closed on 13 November, 2025 at 5:00 ☐ AM ☒ PM or earlier at Title Company to be mutually agreed upon by both Buyer and Seller. ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller. If no title company is used, seller will provide a quick claim deed for property upon receipt of funds. Buyer will be responsible to file quick claim deed with Utah County.

IX. Survey. Buyer will obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 10 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in

the title to the Property. Seller shall be required to remedy such defects within 10 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed, quick claim deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions. Buyer will not provide a Title Search Report or Title Insurance for the property. Seller will be responsible for a Title Search Report or Title Insurance at their expense if required. Seller guarantees clear title and will remedy any concerns or issues at their expense.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until 1 November, 2025 at 5:00 ☐ AM ☒ PM.

After all inspections are completed, Buyer shall have until 5 November, 2025 at 5:00 ☐ AM ☒ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 5 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any

way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

☐ - **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

☒ - **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have ____ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 00 business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting https://www.nsopw.gov/.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and

things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXII.

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

a.) **Mediation**. If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

b.) **Arbitration**. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) **Exclusions**. The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of Utah.

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by 5 November, 2025 at 5:00 ☐ AM ☒ PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and will deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

☒ - There are no attached addendums or disclosures to this Agreement.

☐ - The following addendums or disclosures are attached to this Agreement:

☐ - _____

☐ - _____

☐ - _____

XXXI. Additional Terms and Conditions. Buyer at their expense will complete all survey work, staking, confirmation of additional disturbed soil or any property remediation. The survey will be utilized to create an accurate meet and bounds property description for the Deed.

_____

_____

_____

_____

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

XXXIII. Signature

Date: _____ _____

Seller's Signature

_____

Print Name

Date: _____ _____

Seller's Signature

_____

Print Name

Date: _____ _____

Buyer's Signature

_____

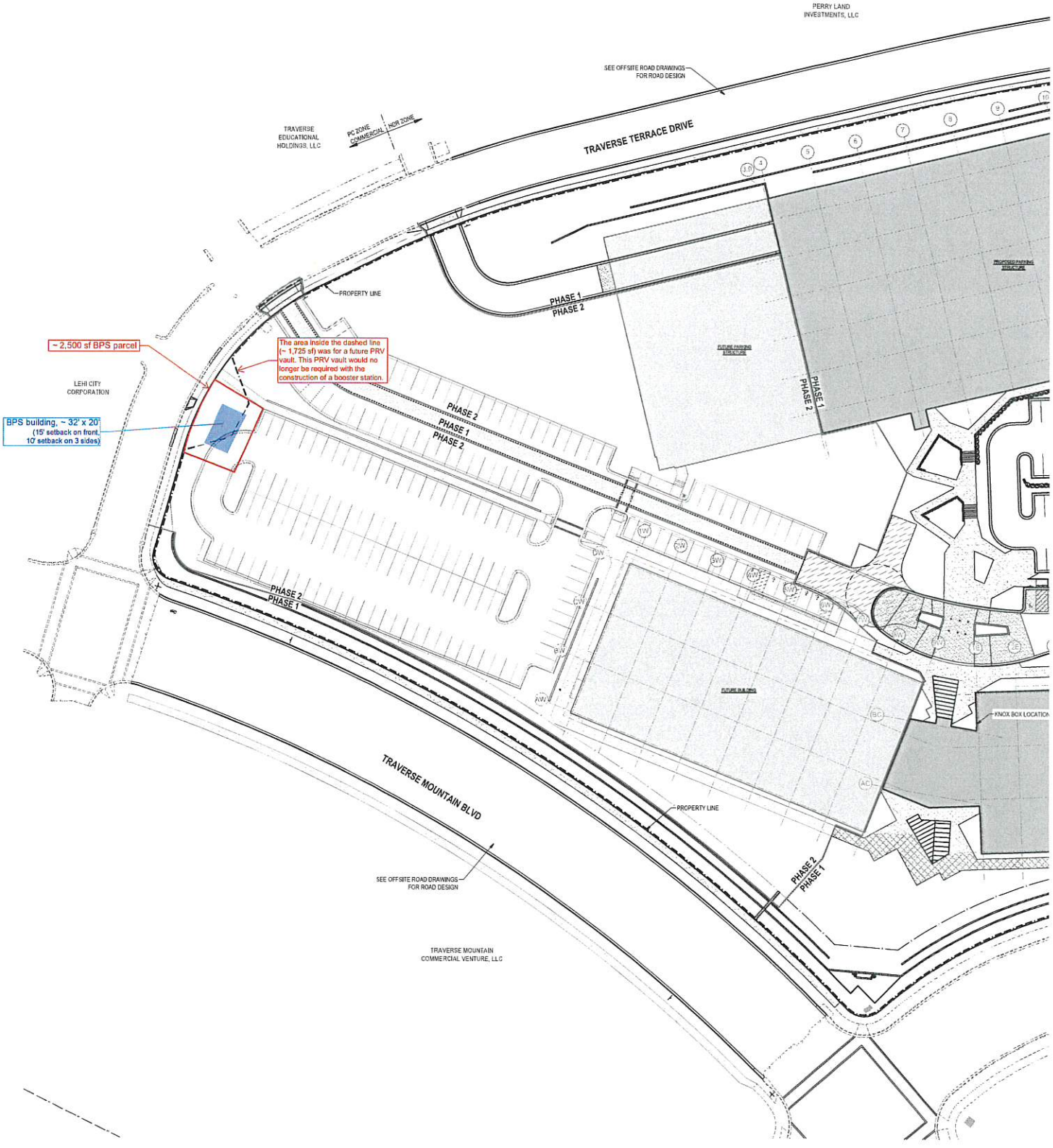
Print Name

Date: _____

_____
Buyer's Signature

Buyer's Initials _____ Seller's Initials _____

SITE


PERRY LAND INVESTMENTS, LLC
SEE OFFSITE ROAD DRAWINGS FOR ROAD DESIGN
TRAVERSE TERRACE DRIVE
TRAVERSE EDUCATIONAL HOLDINGS, LLC
PC ZONE COMMERCIAL
HDR ZONE
PROPERTY LINE
PHASE 1
PHASE 2
~ 2,500 sf BPS parcel
The area inside the dashed line (~ 1,725 sf) was for a future PRV vault. This PRV vault would no longer be required with the construction of a booster station.
LEHI CITY CORPORATION
BPS building, ~ 32' x 20'
(15' setback on front,
10' setback on 3 sides)
FUTURE PARKING STRUCTURE
PROPOSED PARKING STRUCTURE
FUTURE BUILDING
KNOX BOX LOCATION
TRAVERSE MOUNTAIN BLVD
SEE OFFSITE ROAD DRAWINGS FOR ROAD DESIGN
TRAVERSE MOUNTAIN COMMERCIAL VENTURE, LLC

Agenda Item No: 4.7

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-101 approving an agreement with Insituform Technologies (C&L Solutions) for the 2026 sewer lining project.

Suggested Action:

Attachments:

Res 2025-101.docx

2026 sewer lining agreement DRAFT.docx

LEHI CITY

RESOLUTION NO. 2025-101

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH INSITUFORM TECHNOLOGIES LLC dba C&L WATER SOLUTIONS ("CONTRACTOR") FOR THE 2026 SEWER LINING PROJECT

WHEREAS, Lehi City ("City") desires to contract for the lining of sewer main within Lehi City;

WHEREAS City issued RFB 2025-21 and Contractor submitted a Response to RFB 2025-21 which City determined to be the lowest responsive and most responsible proposal/bid and was selected to be awarded the project;

WHEREAS, on December 16, 2025, 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 Agreement with C&L Water Solutions; 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 Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR 2026 SEWER LINING PROJECT

THIS AGREEMENT FOR THE 2026 sewer lining project ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Insituform Technologies LLC dba C&L Water Solutions, whose principal place of business is located at 580 Goddard Avenue, Chesterfield, MO 63005 ("Contractor").

WHEREAS, City desires to contract for the lining of sewer main within Lehi City as described in the documents included in the 2025-21 RFB (the "Work"); and

WHEREAS, City issued RFB 2025-21 and Contractor submitted a Response to RFB 2025-21 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFB 2025-21 and Contractor's Response to RFB 2025-21dated November 18th 2025 both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than June 1, 2026 ("Term"). Failure to complete the Work by the end of the Term constitutes an event of default. The actual damages to the City for the delay in completion may be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City, liquidated damages for each calendar day in completing performance of the Work past the end of the Term, in an amount of $500.00 per day. The final costs for liquidated damages shall be deducted from the Payment amount identified in Section 3 below.

3. **Payment**. City shall pay $228,532.00 within 30 days of invoice after the completion and acceptance of the project.

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its

employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance**. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

7. **Taxes**.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to

premises rented to you, with not less than $3,300,000 per occurrence and $3,300,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Performance and Warranty Bonds or Letters of Credit.**

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. **Confidentiality.** The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority**. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Insituform Technologies, LLC
Attn: Greg Allred	dba C&L Water Solutions
2538 North 300 West	Attn: Whittney Schulte
Lehi, Utah 84043	580 Goddard Avenue
	Chesterfield, MO 63005

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or

by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2025.

Insituform Technologies, LLC dba C&L Water Solutions

_____
By: Whittney Schulte
Its: Contracting & Attesting Officer

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2025, personally appeared before me Whittney Schulte 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 Contracting and Attesting Officer of Insituform Technologies, LLC dba C&L Water Solutions and that said document was signed by him/her in behalf of said Company by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said Whittney Shulte acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2025.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

Agenda Item No: 4.8

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-102 approving an amendment to an existing agreement between Lehi City and Geneva Rock for road work, extending the contract for an additional year and increasing the contract price.

Suggested Action:

Attachments:

Res 2025-102.docx

2025 Roads Agreement Amendment 1.docx

LEHI CITY

RESOLUTION NO. 2025-102

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AMENDMENT TO AN EXISTING AGREEMENT BETWEEN LEHI CITY AND GENEVA ROCK PRODUCTS INC. FOR ROAD WORK EXTENDING THE CONTRACT FOR AN ADDITIONAL YEAR AND INCREASING THE CONTRACT PRICE

WHEREAS, Lehi City ("City") entered into an agreement with Geneva Rock Products Inc. on June 19, 2025, for road work within Lehi City;

WHEREAS, the agreement provides for three one-year extensions upon the mutual consent of the parties;

WHEREAS, the parties desire to mutually extend the agreement for an additional year and to increase the contract price to $7,000,000 (or less depending on change orders);

WHEREAS, on December 16th, 2025, 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 one-year extension of an agreement with Geneva Rock Products Inc.; 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 Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT AMENDMENT NO. 1
between
LEHI CITY (City) and GENEVA ROCK PRODUCTS INC. (Geneva)

WHEREAS, City and Geneva entered into an Agreement for the Lehi 2025 Roads Project June 19, 2025.

WHEREAS, Article 2.02 of the Agreement allows for three one-year extension options from December 31, 2025.

WHEREAS, Article 5.01 set the contract amount at $3,015,674.00.

NOW, THEREFORE, City and Geneva agree as follows:

1. The contract time is extended one year to December 31, 2026.

2. The contract price will be increased to $7,000,000.00 or less depending on approved Change Orders.

Signed:

_____	_____	_____
Geneva	Title	Date

_____	_____
Lehi City Mayor	Date

Attest:

_____
Lehi City Recorder

Agenda Item No: 4.9

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-87 approving the treatment of grant funds received from wildfire suppression activities in excess of incremental costs as committed and to be used for specific Fire Department expenditures only.

Suggested Action:

Attachments:

Res 2025-87.docx

LEHI CITY

RESOLUTION NO. 2025-87

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE TREATMENT OF GRANT FUNDS RECEIVED FROM WILDFIRE SUPPRESSION ACTIVITIES IN EXCESS OF INCREMENTAL COSTS AS COMMITTED AND TO BE USED FOR SPECIFIC FIRE DEPARTMENT EXPENDITURES ONLY

WHEREAS, when called upon, the Lehi City Fire Department ("Fire Department") assists other entities in the western United States in fighting wildfires;

WHEREAS, the Fire Department receives federal and local grant funds to defer the cost of wildfire assistance;

WHEREAS, typically the funds the Fire Department receives from grants is in excess of the Fire Department's incremental costs;

WHEREAS, Lehi City desires to treat these funds as "Committed," meaning these funds could only be used for the specific Fire Department expenditures listed below;

WHEREAS, on October 28, 2025, 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 treatment of excess grant funds received from wildfire suppression activities as Committed--to be used for the specific Fire Department expenditures listed below; 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. Excess funds received from Fire Department wildfire suppression activities shall be treated as Committed--to be used for the following specific Fire Department expenditures:
    - Fire Department Wildland Fire Employee Wages
    - Fire Department Equipment and Supply Purchases
    - Fire Department Apparatus Purchases

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agenda Item No: 4.10

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-94 approving an insurance consulting services agreement with GBS.

Suggested Action:

Attachments:

Res 2025-94.docx

Insurance Consulting Services Contract_Lehi City _ GBS _ Final.docx

LEHI CITY

RESOLUTION NO. 2025-94

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INSURANCE CONSULTING SERVICES AGREEMENT BETWEEN GBS BENEFIT INC. AND LEHI CITY.

WHEREAS, Lehi City desires to have GBS Benefit Inc. provide insurance consulting services to City; as such services are hereinafter described in this Contract; and

WHEREAS, those consulting services shall commence March 31, 2026 and continue for Seven years; and

WHEREAS, for Services performed pursuant to this Contract, GBS Benefit Inc. will be compensated by commissions and carrier overrides provided for in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, to approve the attached Insurance Consulting Services Agreement between GBS Benefit Inc. and Lehi City and authorize the Mayor to sign the attached contract.

PASSED and APPROVED this 16th day of December, 2025

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Insurance Consulting Services Contract

Prepared for

Lehi City

GBS Benefits, Inc.
2200 S. Main Street, Suite 600
South Salt Lake, Utah 84115

Insurance Consulting Services Contract

This contract is between:

Lehi City
and
GBS Benefits, Inc.

For Certain Insurance Consulting Services

THIS CONTRACT, made and entered into "April 1, 2026", is by and between Lehi City a public corporation and legal subdivision of the State of Utah with its principal place of business at 153 North 100 East, Lehi, Utah and GBS Benefits, Inc. a Utah corporation, with its principal place of business at 2200 S Main St, Ste 600, Salt Lake City, UT 84115.

I. APPOINTMENT

Consultant is hereby designated to provide insurance consulting services to Lehi City; as hereinafter described in this Contract.

II. DEFINITIONS

When used herein, whether in the singular or plural, the following capitalized terms shall have the following meanings:

a. Consultant: GBS Benefits, Inc.

b. Client: Lehi City.

c. Commencement Date: Shall have the meaning set forth in Article III of this Contract.

d. Contract: This agreement, including any written amendments or modifications hereto, which are hereafter agreed to in writing signed by both of the Parties.

e. Fees: Remuneration paid directly to the Consultant by Lehi City, for Services performed by the Consultant.

f. Parties: Consultant and Client.

g. Services: Any and all obligations of Consultant to be performed hereunder as more particularly described in Article III of this Contract.

h. HIPAA: The Health Insurance Portability Accountability Act of 1996, as amended.

i. ERISA: Employee Retirement Income Security Act of 1974, as amended.

j. COBRA: Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

k. Program: The employee benefit program or plan in connection with which the Parties have agreed the Consultant shall provide Services to Lehi City. For purposes of this Contract, Program means employer sponsored group Medical, Dental, Vision, LTD, STD, Life, and Voluntary Products.

III. AGREEMENT

a. Commencement Date and Term of Agreement: Services, as described in this Contract, will commence as of April 1, 2026 and continue on a year-to-year basis for a period of 7 years.

   1. Contract years shall be April 1, 2026 - March 31, 2033.
   2. Client may terminate this Contract for convenience and without cause by providing written notice of its intent to do so, per the notice provisions of Section VI, on or before January 5, of 2027, 2028, 2029, 2030, 2031, and 2032.
   3. In the event Client fails to provide written notice of intent to terminate, the Contract shall renew for the subsequent year.
   4. This Contract will automatically terminate on March 31, 2033, without the need for any written notice to be provided by January 5, 2033.
   5. This Contract may be terminated (canceled) for cause in accordance with the provisions of Section X of this Contract.

b. Duties of Consultant: Consultant's duties shall be as follows:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the Program.
2. Recommend benefit changes to meet the objectives of the Client in connection with the Program, as these objectives are communicated by the Client to the Consultant.
3. Prepare reports in regard to the Program as Parties may reasonably agree upon concerning trends, utilization, and costs to the Client.
4. Prepare specifications and assist the Client in bidding group insurance products in connection with the Program. This includes assistance with preparation of RFPs and evaluation of bids received.
5. In connection with the group insurance products utilized by the Program, negotiate rates and benefits with insurance carriers for review, evaluation and selection by the Client.
6. Be an intermediary for the Client in working with insurance carriers to assist in insurer compliance with insurance contracts and in dispute resolution with insurers.
7. Assist Client by suggesting methods for the Client's containment of benefits costs with respect to the Program.
8. Work with the insurance carriers to secure rate estimates and firm renewal rates for Client's review, evaluation, and selection.
9. Review contracts, agreements, and summary plan descriptions (SPDs).
10. Other duties as may be mutually agreed between the Parties, in writing signed by both Parties, which writing states that it is intended to modify or amend this Contract.

c. Procurement: Consultant shall comply with Client's procurement policies and procedures for all insurance programs and benefits provided hereunder. At least three providers of insurance shall be sought by the Client or Consultant on Client's behalf. All insurance opportunities identified shall be given written notice of Request for Proposal in conformance with the Client's procurement policies. A

contract of insurance shall be entered only after the Client has complied with procurement policies of governing authorities, including the Client's procurement policy.

IV. COMPENSATION

For Services performed pursuant to this Contract, the Consultant will be compensated by the Client as specified below:

a. The Consultant shall be compensated as follows:
   - Commissions – Standard carrier commissions on non-medical products
   - Consulting fees – $0
   - Administrative fees – $0
   - Carrier overrides – GBS is eligible to receive carrier overrides, when available. If obtained, GBS will fully disclose these overrides.

b. The Consultant shall act solely as an agent of the Client and shall serve the Client as an independent contractor in all transactions with insurance carriers. The Consultant shall not be deemed an employee of the Client and will clearly represent itself as an agent acting on behalf of the Client.

V. ASSIGNMENT

The rights and/or obligations of this Contract may not be assigned, delegated, transferred, conveyed, or sold without the prior written consent of the other Party, except that a Party may assign, delegate, transfer, convey or sell its respective rights and/or obligations to a parent, subsidiary or affiliate or to an entity into which the Party is merged or which the Party is consolidated or to a purchaser of all or substantially all of its assets or as part of a corporate reorganization.

VI. NOTICE

All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited prepaid in the United States mail, by

registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, at the address first set forth above or to any other addresses of which written notice of change is given to the other Party.

VII. WAIVER

The waiver by the Consultant or the Client of the breach of any provision of this Contract by the other Party will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing any such provisions.

VIII. PAROL EVIDENCE

This Contract sets forth all the terms, conditions, and agreements of the Parties relative to the subject matter hereof. There are no terms, conditions or agreements with respect hereto, except as herein provided, and no supplement amendment or modification of this Contract shall be effective unless reduced to writing and executed by the Parties.

IX. AUTHORIZATION

This Contract serves as authorization to all carriers, contractors or administrators providing services or products in connection with the Client to release to the Consultant all the Client materials and data as may be reasonably requested by the Consultant in connection with the Services it performs under the Contract.

X. CANCELLATION/TERMINATION

a. The Contract may be canceled at any time by written agreement signed by both Parties.

b. Alternatively, if a Party fails to promptly or fully perform any of the material terms, covenants, conditions, or obligations of this Contract, the non-breaching Party may cancel the Contract by following these steps:

1. The non-breaching party shall provide written notice to the breaching party specifically identifying such breach and calling for its correction pursuant to the notice provision of this Contract (Section VI);
2. If such breach is not cured within thirty (30) days after service of the written notice, then the non-breaching Party may cancel the Contract effective as of the day after the end of the thirty (30) day cure period.
3. The cancellation shall be accomplished by sending notice, pursuant to the notice provision of this Contract (Section VI), that the Contract has been canceled.

XI. MISCELLANEOUS

a. No Warranty Regarding Insurer Provided Materials. The Parties acknowledge and agree that any benefit or other materials provided to the Client and/or employees, employee dependents or beneficiaries under the Program have been prepared by the insurance carrier or benefits provider selected by the Client and that such materials are not prepared or approved by the Consultant. Such materials may include but not be limited to: descriptive product brochures; plan booklets; summary plan descriptions; provider directories; and employee selection documents. Including but not limited to descriptions of all covered benefits, exclusions, and limitations designed by the insurance carrier or benefits provider for inclusion in employee and employer materials distributed by the Client. The Consultant makes no representations or warranties of any kind as to any benefit or other materials it may provide including those prepared by the insurance carrier or benefit provider selected by the Client. In particular, and not by way of limitation, the Consultant makes no representation or warranty that any benefit or other materials provided to the Client and/or its employees, employee's dependents or beneficiaries under the Program have been prepared consistent with or satisfy all of the requirements of HIPAA, ERISA, COBRA or any other state or federal law or statutory scheme. The insurance carrier or benefit provider selected by the Client, and not the Consultant, shall be responsible to

provide all benefits and services required under this Contract(s), including the preparation and distribution of all necessary member materials (including, but not limited to member handbooks, summaries, I.D. cards etc.). The Consultant specifically disclaims responsibility for the Client, the insurance carrier or benefit provider's compliance with laws and regulations applicable to the creation, administration or operation of the Program or of any other benefit plan or program of the Client.

b. No Consultant Liability for Performance of the Contract with Insurer or Provider. In the event of a dispute concerning Program benefits between an insurance carrier or benefit provider and the Client, the Client acknowledges and agrees that the insurance carrier or benefit provider and not the Consultant is responsible for payment of benefits claims, provision of contracted for benefit, and performance of the services contracted for. Further, the Client, and not the Consultant, is exclusively responsible for payment of all premiums, fees, charges under any benefits or insurance policy, contract, or agreement is entered into with any insurer or benefits provider. The Consultant specifically disclaims any liability arising in connection with any failure by either the Client, benefit provider or insurer to properly or fully perform under any contract, policy or agreement for benefits or services entered into between the Client and any insurance carrier or benefit provider. The Consultant has not agreed to provide or pay any fees, costs, or premiums owed by the Client under any contract or agreement entered into by the Client in connection with the Program.

c. The Consultant Not to Provide Plan Administration Services. Nothing in this Contract shall be interpreted to provide or infer that the Consultant is a fiduciary (under ERISA or otherwise) or plan administrator (under ERISA or otherwise) for the Program or for any other benefit plan or program sponsored by or administered by the Client or operated for the benefit of the Client, Client's employees or their employees dependents or beneficiaries. The Client specifically understands and agrees that the Consultant is not responsible to and will not prepare, provide, or file any reports, summaries, forms, notices, returns or the like which employee benefit plans or their sponsors, fiduciaries or administrators may be required to prepare, file or provide to Client's employees, employee spouses, employee dependents, beneficiaries, and/or state or federal agencies under any

applicable law. To illustrate, and not by way of exclusion, the Consultant shall not be responsible to prepare or provide HIPAA creditable coverage certificates to employees or other notices under HIPAA or to prepare, provide or file Form 5500s for any employee benefit plan with the Internal Revenue Service or the Department of Labor. Further, in no event shall the Consultant have as its duty or be responsible for any claims adjudication, benefit determinations, issuance of any notices to employees, or dependents of any kind (including without limitation any notices regarding benefits determinations, loss of coverage) or any other notices required by any state or federal law including without limitation such notices as may be required by the Internal Revenue Code, COBRA, HIPAA, ERISA, state law or any claim for benefit dispute resolution procedures.

d. The Consultant Has No Discretion or Control Over Benefits. The Client acknowledges and agrees that the Consultant has no discretionary authority to select or control the Client's choice of insurance carrier or benefit provider to furnish benefits under the Program. Further the Consultant has no discretionary control to manage or administer the Program or the benefits provided thereunder. Nothing in this Contract shall be deemed to confer upon the Consultant any discretionary authority with respect to the selection, control, management, or administration of the Program or of the insurance of benefit provider contracts selected by the Client in connection with the Program. The Consultant shall have no authority to make decision setting policy, interpretations, practices, or procedures under such contracts or the Program or to select the benefits or select the insurers or providers of benefits under the Program.

e. No Third-Party Beneficiaries. The Parties specifically state, acknowledge and agree that it is their intent that no other party (including, but not limited to, all persons eligible for benefits under the Program, all covered employees, employee dependents, beneficiaries and their assignees) shall be a third-party beneficiary to this Contract. The Parties further agree that nothing herein shall be deemed to impose upon the Consultant any obligation to any party other than the Client (including, but not limited to, all persons eligible for benefits under the Program, all covered employees, employee dependents, beneficiaries and their assignees).

f. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Utah.

g. Client as Governmental Entity. Lehi City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 et seq., as amended (the "Act"). Nothing in this Contract shall be construed as a waiver by Client of any protections, rights, or defenses applicable to Client under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not Client's intent to incur by contract any liability for the operations, acts, or omissions of the Consultant or any third party and nothing in this Contract shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Contract, any obligations of Client in this Contract to indemnify, hold or save harmless, and/or defend contained in this Contract are subject to the Act, and are limited only to claims that arise from the negligent acts or omissions of Client, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

h. Government Records. Consultant is hereby informed that Lehi City is a governmental entity and thus subject to the Government Records Access and Management Act of the Utah Code, Section 63G-2-101 et seq., 1953, as amended ("GRAMA"). Pursuant to GRAMA, certain records within City's possession or control (including this Contract) may be subject to public disclosure. Consultant is hereby informed that any person or entity that provides Client with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to Client, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in this Contract, City may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to the Client's attorneys, accountants and consultants on a need-to-know basis.

i. Severability. If and to the extent that any court or regulatory agency of competent jurisdiction holds any provision or any part of this Contract to be

invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Contract.

j. Article and Section Headings. The article and section headings in this Contract are inserted for convenience only and shall not be considered part of the Contract nor be used in its interpretation.

k. Venue. Any dispute between the Parties arising under this Contract and not otherwise resolved by direct negotiations or through the use of non-mandatory mediation shall be resolved exclusively in the Fourth Judicial District Court in and for Utah County, State of Utah. The prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party in connection with any such court action so maintained.

In Witness Whereof, the Parties have executed this Contract on the first above written.

"Consultant"	"Client"
GBS BENEFITS, INC.	Lehi City
By: _____	By: _____
Title: _____	Title: _____

Agenda Item No: 4.11

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:

Consideration of Resolution #2025-88, explaining why Lehi City does not have a Station Area Plan for the American Fork Frontrunner Station in Lehi.

Suggested Action:
The resolution is necessary to be compliant with State Code.

Attachments:

Res 2025-88.docx

LEHI CITY

RESOLUTION NO. 2025-88

A RESOLUTION OF THE LEHI CITY COUNCIL JUSTIFYING NOT PROVIDING A STATION AREA PLAN FOR THE AMERICAN FORK FRONTRUNNER STATION AREA IN LEHI

WHEREAS, Utah Code Annotated §10-21-203 requires all municipalities to provide a station area plan if they have an area within half mile of a fixed guideway station; and,

WHEREAS, Utah Code Annotated §10-21-203(1)(b)(ii) allows cities to adopt a resolution that existing conditions make it impractical to provide a Station Area Plan.

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

1. Providing a Station Area Plan for the portion of Lehi within one half mile of the American Fork Frontrunner Station is impractical for the following reasons:
   a. The area of Lehi within a half mile is approximately 33,685 square feet, less than one acre in size (see exhibit A).
   b. The Lehi area within a half mile of the transit station has Pioneer Crossing, a major UDOT roadway, and train tracks between its location and the transit station. These physical barriers remove the access benefits of being within half mile of a transit station for active transportation and transit supportive land uses (see exhibit B).

2. Lehi City will still be conscientious of this area's proximity to the American Frontrunner Station and promote supportive land uses.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

LEHI AREA WITHIN ½ MILE OF THE AMERICAN FORK FRONTRUNNER STATION

EXHIBIT B

BARRIERS BETWEEN LEHI AREA AND THE AMERICAN FORK FRONTRUNNER STATION

Agenda Item No: 4.12

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-89 approving an Interlocal Cooperative Settlement Agreement and Release of Claims with Timpanogos Special Service District ("TSSD").

Suggested Action:

Attachments:

Res 2025-89.docx

Agreement-Interlocal Settlement Agreement (TSSD).docx

LEHI CITY

RESOLUTION NO. 2025-89

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS WITH TIMPANOGOS SPECIAL SERVICE DISTRICT ("TSSD")

WHEREAS, TSSD provides wastewater treatment services for residents in the north end of Utah County and Lehi City is a member of TSSD;

WHEREAS, under agreement with TSSD, Lehi City collects sewer impact fees on behalf of TSSD;

WHEREAS, TSSD also bills Lehi City for wasterwater treatment services;

WHEREAS, as dispute has arisen between TSSD and and Lehi City concerning the impact fees collected by Lehi City and concerning the fair and reasonable allocation of billing for historical and future wastewater services;

WHEREAS, in order to fully settle resolve the dispute between TSSD and Lehi City, the parties have negotiated an Interlocal Cooperative Settlement Agreement ("Settlement Agreement") and desire now to execute the Agreement; and

WHEREAS, on December 16, 2025, 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 Settlement Agreement with TSSD; 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 Settlement 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 16th day of December, 2025.

LEHI CITY ATTEST

_____ _____

Mark Johnson, Mayor

Teisha Wilson, City Recorder

INTERLOCAL COOPERATIVE SETTLEMENT AGREEMENT

This INTERLOCAL COOPERATIVE SETTLEMENT AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Timpanogos Special Service District, a Utah special service district ("TSSD"), and Lehi City, a Utah municipal corporation ("Lehi" or the "City"). TSSD and Lehi each may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*

I. Definitions

A. "2029 Project" means the capital improvement project planned by TSSD that is intended, among other purposes, to reduce system-imprecision risk in the Boat Harbor Line and improve metering and data-collection systems, with a target deployment date of October 31, 2029.

B. "Boat Harbor Line" means the wastewater conveyance segment within TSSD's regional collection system extending from the Lehi Center Street meter location (whether currently operating or planned for installation) to the Boat Harbor Lift Station, and including all pipelines, manholes, and hydraulic features located within this corridor, including all laterals, junctions, and appurtenances that directly connect into that defined conveyance segment. The term "Boat Harbor Line" excludes all upstream infrastructure prior to the Center Street meter location.

C. "Effective Date" means the first date upon which all of the following have occurred: TSSD has signed this Agreement; Lehi has signed this Agreement; and the governing bodies of both Parties have formally approved or ratified this Agreement.

D. "I&I" (Inflow and Infiltration) means groundwater, stormwater, or other unintended water or effluent entering wastewater infrastructure, including through manholes, lines, defects,

lateral connections, or other conveyance components.

E. "I&I Billing Concerns" means any concerns, claims, or allegations that Lehi is overbilled for wastewater services due to: I&I, whether through Lehi's collection system or TSSD's regional system; or, imprecision in measuring or allocating Lehi's share of total flows, including effects from weather, extraneous flows, hydraulic conditions, lack of direct metering (including the absence of a Center Street meter), reliance on modeling or estimates, limited meter accuracy or frequency, or seasonal/daily flow variations.

F. "Substantial Completion" or "Substantially Complete" means the date TSSD's District Engineer, acting reasonably and in good faith, certifies that the 2029 Project is sufficiently complete and operational such that the new metering and data-collection systems are performing their intended functions in normal use, consistent with the contractual milestone(s) of "Substantial Completion," "Substantial Performance," "Acceptance," or equivalent as defined in the construction contract(s) for the 2029 Project (typically evidenced by the contractor's request for or TSSD's issuance/acceptance of a Certificate of Substantial Completion or similar contractual certification). Such certification shall be conclusive and binding on the Parties absent fraud, bad faith, or gross negligence.

G. "Updated Invoice" means the corrected impact-fee invoice issued by TSSD to Lehi in the amount of $545,459.51.

II. Recitals

H. WHEREAS TSSD provides regional wastewater treatment services to Lehi.

I. WHEREAS TSSD has issued the Updated Invoice related to impact fees due.

J. WHEREAS Lehi has raised questions regarding historical and ongoing effects of I&I and system-imprecision on its proportional billing allocation.

K. WHEREAS a dispute has arisen concerning the amounts due under the Updated Invoice, as well as concerning the fair and reasonable allocation of billing for historical and future wastewater services.

L. WHEREAS both Parties recognize that the current wastewater conveyance and metering configuration produces inherent variability and imprecision in determining Lehi's proportional contribution, which TSSD is attempting to materially improve upon by implementing the 2029 Project.

M. WHEREAS the Parties desire to avoid litigation and fully and finally resolve all I&I Billing Concerns that arose before the Effective Date, as well as all I&I Billing Concerns that relate to the Boat Harbor Line and arise after the Effective Date until the 2029 Project achieves Substantial Completion.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

III. Agreement

1. Payment by Lehi

Lehi shall pay to TSSD $545,459.51 no later than December 31, 2025, to be deposited into the applicable TSSD impact-fee fund.

2. Annual Credit Schedule

TSSD shall apply a credit to Lehi's January bill in each of the following years:

a. 2026: $136,364.88
b. 2027: $136,364.88
c. 2028: $136,364.88
d. 2029: $136,364.87

These credits represent a negotiated settlement, are not intended to represent or approximate any calculated value of I&I, and are intended to resolve all such system-imprecision

effects up to and until Substantial Completion of the 2029 Project.

3. 2029 Project and Liquidated Damages

If the 2029 Project is not Substantially Complete on or before October 31, 2029, then beginning November 1, 2029, and continuing for each full calendar month thereafter until the calendar month in which Substantial Completion occurs, TSSD shall credit Lehi Thirty-Two Thousand Dollars ($32,000) per full calendar month of delay (prorated daily for any partial month), with such credit applied to Lehi's next regular billing statement following the month for which the credit is owed.

The Parties acknowledge and agree that actual damages resulting from any delay in achieving Substantial Completion of the 2029 Project are uncertain, impracticable, or difficult to ascertain; that the liquidated damages provided herein constitute a reasonable pre-estimate of such damages and are not a penalty; and that this provision is intended to establish fair compensation to Lehi for the continuing I&I Concerns in the Boat Harbor Line and system-imprecision risks addressed by this Agreement. Nothing in this Agreement limits, waives, or impairs TSSD's right to pursue and obtain full indemnification, contribution, reimbursement, or recovery from any third party (including contractors, design professionals, subcontractors, sureties, insurers, or any other person or entity) for any liquidated damages or credits paid or issued to Lehi under this Section.

4. System-Variability Acknowledgments and Release

The Parties acknowledge that the current flow-allocation methodology—due to I&I, metering limitations, hydraulic factors, and reliance on indirect estimation—results in inherent system-imprecision that may cause billed flows to exceed or fall below Lehi's actual proportional contribution. Lehi fully and forever releases and discharges TSSD from: (a) I&I Concerns and claims relating to them that arose or accrued before the Effective Date, regardless of location in

the system; and (b) future I&I Concerns and any claims relating to them that arise after the Effective Date until the date the 2029 Project achieves Substantial Completion, but only to the extent such claims arise from or relate to the Boat Harbor Line. Lehi expressly reserves the right to challenge, in the ordinary course and subject to applicable rules, procedures, and deadlines, any other billing anomalies.

5. Governmental Immunity; No Joint Venture; No Third-Party Beneficiary

Nothing in this Agreement waives, alters, or modifies the protections of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 *et seq.* This Agreement does not create a partnership, joint venture, or separate legal entity. This Agreement is not intended to inure to the benefit of any third party.

6. Enforcement; Attorney Fees

In any action or proceeding to enforce or interpret this Agreement, each Party shall bear its own attorney fees, costs, and expenses, regardless of which Party prevails.

7. Governing Law and Venue

This Agreement is governed by Utah law. Venue for any proceeding shall be the Fourth Judicial District Court, Utah County, Utah.

8. Notices

All notices shall be in writing and delivered personally or by certified mail to the addresses designated by the Parties, which may be updated by written notice.

9. Entire Agreement; Modification

This Agreement constitutes the entire agreement between the Parties and may be amended only in a writing signed by both Parties and approved or ratified by each Party's respective governing body.

10. Severability

If any provision is held invalid, the remaining provisions shall continue unless the invalid provision is material.

11. Counterparts; Electronic Signatures

This Agreement may be signed in counterparts, including electronic signatures, each deemed an original.

[Signature Pages to Follow]

TIMPANOGOS SPECIAL SERVICE DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

_____

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared _____, who duly acknowledged to me that he/she is the _____ of TIMPANOGOS SPECIAL SERVICE DISTRICT, and that the document was signed by him/her in behalf of said entity and acknowledged to me that said entity executed the same.

_____
NOTARY PUBLIC IN WITNESS

APPROVED AS TO FORM:

_____
Attorney

LEHI CITY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared _____, who duly acknowledged to me that he/she is the _____ of LEHI CITY, and that the document was signed by him/her in behalf of said corporation and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC IN WITNESS

APPROVED AS TO FORM:

_____
City Attorney

Agenda Item No: 4.13

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Consent Agenda

Subject:
Consideration of Resolution #2025-86 appointing Planning Commissioners to the Lehi City Planning Commission.

Suggested Action:

Attachments:

Res 2025-86.docx

LEHI CITY

RESOLUTION NO. 2025-86

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING PLANNING COMMISSIONERS TO THE LEHI PLANNING COMMISSION

WHEREAS, the Lehi Municipal Code Title 3, Chapter 2, outlines the qualifications for membership, terms, vacancies, and appointments for the Lehi Planning Commission; and

WHEREAS, Brent Everett has served the maximum 3 consecutive terms and is no longer eligible for reappointment at this time; and

WHEREAS, Emily Lockhart has resigned from the Commission effective December 16, 2025, leaving a vacancy; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Lehi Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint 1st Alternate Commissioner Kenneth Roberts to serve his 1st term on the Planning Commission, beginning January 1, 2026, and expiring December 31, 2028.

2. Appoint 2nd Alternate Commissioner Beau Jones to fill the remainder of Commissioner Emily Lockhart's term expiring December 31, 2026.

3. Appoint Steven Su'a-Filo to serve as 1st Alternate on the Planning Commission, whose alternate term will expire December 31, 2028

4. Appoint Lindsay Gehmen to serve as 2nd Alternate on the Planning Commission, whose alternate term will expire December 31, 2028.

5. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 16th day of December, 2025

Lehi City Corporation

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Agenda Item No: 5.1

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Public Hearing for the purpose of receiving comments related to the issuance of Water Revenue Bonds for acquiring and constructing secondary water meters.

Suggested Action:

Attachments:

Agenda Item No: 5.2

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Budget Amendment #3
a. Public Hearing
b. Consideration of Resolution #2025-90 adopting an amendment to the Lehi City Operating and Capital Budget for Fiscal Year 2025-2026.

Suggested Action:

Attachments:

Res 2025-90.docx

FY26 Amendment #3.pdf

LEHI CITY

RESOLUTION NO. 2025-90

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2026 (JULY 1, 2025 – JUNE 30, 2026).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2025-2026; and

WHEREAS, for the purpose of amending the Fiscal Year 2025-2026 Budget, a public hearing was scheduled and notice thereof published in the Daily Herald, a newspaper of general circulation in the city of Lehi, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah;

Section 1. Lehi City Budget. The Lehi city budget for fiscal year 2025-2026 shall be amended according to the attached detail identified as "Attachment A"

Section 2. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 16th day of December, 2025.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder

ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #3

FISCAL YEAR 2025-2026

Lehi City
Budget Amendment #3
Fiscal Year 2025-26
December 2025

Amendment 1a – Capital Project Carryovers

- These projects were budgeted in the previous year. Since they were not complete as of June, they are being carried over to FY2026.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Grants	Flight Park Well	0	1,049,575	1,049,575	Fund Balance
Fiber	System Construction	0	26,220,000	26,220,000	Fund Balance

Amendment 1b – Recreation Grants

- The City was awarded two grants. These funds need to be authorized to be spent. The State grant requires a match, which will come from impact fees.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF – Parks	Capital Outlay	545,000	137,000	682,000	Grant Impact Fees
Park Impact Fees	Shadow Ridge Park	300,000	300,000	600,000	Grant Impact Fees

Amendment 1c – Road Impact Fee Projects

- Two projects need to be added to the Road Impact Fee List.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Road Impact Fee	Pony Express Parkway	0	2,000,000	2,000,000	Impact Fees
Road Impact Fee	2300 W (Main to Pioneer)	0	1,000,000	1,000,000	Impact Fees

Amendment 1d – AXON In-Car Camera Contract

- Police In-Car Cameras have moved from a hardware purchase to an annual contract.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
GF – Police	Equipment Maintenance	221,350	45,000	266,350	Fleet Allocation

Amendment 1e – Utility Technology Specialist Position

- A need has been identified to assist the Power Department in Fiber and SCADA issues. The position will be funded from Power revenues. However, the position will report to the I/T Department

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Power	GF Allocation	700,000	55,000	755,000	Power Revenues

Agenda Item No: 5.3

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Kate Morgan
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-96, approval of the Forebay Recreation Area Conservation Easement located in lower Payson Canyon and containing approximately 471 acres of property; Payson City as the Grantor, and Lehi City as the Grantee.

Suggested Action:

Attachments:

Res 2025-96.docx

Forebay Conservation Easement_w Payson signature_11.18.2025.pdf

Forebay presentation_Lehi City Council_12.16.2025.pdf

LEHI CITY

RESOLUTION NO. 2025-96

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE ACCEPTANCE OF THE CONVEYANCE OF A DEED OF CONSERVATION EASEMENT FROM PAYSON CITY

WHEREAS, Payson City ("Payson") owns several tracts of land known as the Payson City Forebay Recreation Area ("Property"); and

WHEREAS, Payson intends to convey an easement to Lehi City (the "City") under the Utah Land Conservation Easement Act and the City is willing to accept conveyance of said easement;

WHEREAS, the Property possesses predominantly natural open space that supports scenic, educational, recreational, cultural, watershed and wildlife habitat values;

WHEREAS, on December 16, 2025, 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 acceptance of the conveyance of A Deed of Conservation Easement from Payson City; 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. Lehi City accepts the of conveyance of the Deed of Conservation Easement from Payson City attached hereto as Exhibit "A" and the Mayor is authorized to execute the Deed of Conservation Easement and take all other such action as is necessary to make its conveyance effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah, this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

When Recorded Return to:
Payson City
439 W Utah Avenue
Payson, Utah. 84651

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "**Easement**"), made as of this 18 day of November, 2025, by Payson City, a political subdivision of the State of Utah ("**Grantor**"), whose address is 439 West Utah Avenue Payson, Utah 84651 and Lehi City, a political subdivision of the State of Utah ("**Grantee**"), whose address is 153 North 100 East., Lehi, Utah 84043 Collectively Grantor and Grantee are referred to as the "**Parties**."

EXHIBITS AS FOLLOWS

Exhibit A: Legal Descriptions of Parcels

Exhibit B: Property Location Map

Exhibit C: Existing Conditions (Maps, Easements, Encumbrances, Site Photos at time of approval)

WITNESSETH:

WHEREAS, Grantor is the owner of several tracts of land, located in Utah County, State of Utah, known as the Payson City Forebay Recreation Area, consisting of approximately 471 acres described in the attached Exhibit A and located on the "**Property Map**" attached as Exhibit B which together constitute the "**Property**"; and

WHEREAS, Grantor intends to convey this Easement under the Utah Land Conservation Easement Act, Utah Code Sections 57-18-2 through -7 (2018) Utah statutory and common law; and

WHEREAS, at the time of adoption of this Deed of Conservation Easement, the Property consists of existing conditions as more fully identified in maps, documents, and photos included as Exhibit C; and

WHEREAS, the Property possesses predominantly natural open space that supports scenic, educational, recreational, cultural, watershed and wildlife habitat values (collectively referred to as the "**Conservation Values**") and considered of great importance to Grantor, Grantee and the residents of Payson City, Utah County, and the State of Utah. These Conservation Values include but are not limited to the following:

A. Protection of the Property's scenic and aesthetic open space, especially its views from vantage points such as Payson Canyon, Gladstan Golf Course, and Utah Valley; and

B. Protection of public recreation and education values as this Property has served as a place for multiple-use non-motorized recreation and is accessible to the public for mountain biking, horseback riding, and hiking among other passive recreational experiences; and

C. Preservation of the Property's proximity to several permanently protected open spaces including Uinta-Wasatch-Cache National Forest and Gladstan Golf Course; and

D. Protection of vistas looking down upon Walker Flat, a cultural resource along the Mt. Nebo National Scenic Byway; and

H. Long-term conservation of the watershed and water collection, storage, and conveyance facilities by restricting activities that could negatively impact water quality, availability, and the natural ecosystem; and

G. Protection of natural habitats for wildlife, ensuring the continued survival of diverse species and maintaining ecological balance within the region; and

WHEREAS, Grantor desires and intends that the Conservation Values be preserved by the continuation, initiation, or introduction of activities on the Property that sustain said values, including, but not limited to open space preservation, watershed protection, wildlife viewing and protection, public recreation, cultural, education and ecological interpretive use; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor values the undeveloped nature of the property and its recreational value; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Annotated §§ 57-18-1 to 57-18-7; and

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee regarding the future preservation of the Property as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement and pursuant to the laws of the State of Utah and in particular Utah Code Annotated §57-18-1, *et seq.* (2018), Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement (this "**Easement**"). This Easement is made over, under and across all of the Property to preserve and protect the natural, ecological, watershed, habitat, riparian, educational, recreational, public access, open space, scenic and other conservation values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and use of the Property as well

as Grantee and any qualified successor of Grantee as identified in Section IX below. This Easement is granted in perpetuity, and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to this Easement, to the rights and intentions of the Parties to this Easement and to Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this Easement.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever open and accessible to the public for recreation and scenic enjoyment, protecting in perpetuity its unique natural, wildlife habitat, open space, educational, public recreational, public access and scenic Conservation Values, preventing any use of the Property that may materially impair or interfere with its Conservation Values and that this Easement constitutes a public trust in the perpetual protection of the Property.

SECTION II - RIGHTS OF GRANTEE

Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

A. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

B. Upon two (2) business days prior notice to Grantor pursuant to the notice requirements in Section XI, Subsection P to enter upon the Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than four times annually;

C. To enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;

D. To obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

E. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

SECTION III - PERMITTED USES AND PRACTICES

A. The uses and practices described in this Section III may not be precluded or prevented by this Easement, except the uses and practices in this Section III may be precluded if Grantee believes that a certain use or practice is occurring in a manner, or to a degree that causes harm to the Conservation Values.

B. The uses and practices may be precluded when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, constitutes a prohibited use or practice as set forth in Section V of this Easement.

C. While not an exhaustive recital of permitted uses and practices, and subject to the limitations listed above, the following uses are consistent with this Easement:

i. **Public Access and Education**. The right to construct trailheads and define access points including restroom facilities, picnic tables, benches, shelters, scenic overlooks, observation towers, informational kiosks, access roads and/or bridge crossings to parking lots and other trailhead related facilities provided that these trailheads and access points comply with the Payson City Forebay Management Plan, or any subsequent plans as adopted by the City. The right to construct educational facilities and interactive exhibit spaces where visitors, students, and researchers can learn about the park's diverse ecosystems, wildlife and conservation efforts. Provide areas to engage in passive wildlife viewing and wildlife and nature related educational activities on the Property.

ii. **Recreation**. The right to engage in open water and non-motorized recreational activities such as hiking, mountain biking, horseback riding, picnicking, non-motorized winter activities, or similar activities are permitted, provided these uses align with and support the Conservation Values of the area.

   a. Electric-assisted bicycles (excluding electric dirt bikes and electric ATVs) are allowed for use on trails.

iii. **Trails**. The right to construct new trails and maintain developed trails as identified in the Payson City Forebay Management Plan, subject to the following provisions:

   a. All new trails must be designed to minimize environmental impact and align with the conservation goals of the area, to provide multiple opportunities for various interest groups to access and enjoy the property. The location of new trails must follow the guidelines outlined in the Payson City Forebay Management Plan.

   b. Grantor retains the right to close, reroute, restore and relocate existing trails as may be necessary to ensure safe recreational use, avoid or eliminate erosion, or for any other reason deemed appropriate by Grantor.

iv. **Recreation and Trail-related Structures**. The right to construct trail improvements and recreation structures, including but not limited to bridging, boardwalks, culverts, separated street crossings, gates, pavilions, and other trail-related enhancements, picnic shelters, observation towers, equipment sheds, camping-related facilities and camp site development, recreation ponds, docks and open water recreation facilities for non-motorized water uses, and other similar outdoor recreational facilities and improvements to ensure safe, accessible, and sustainable trail use while maintaining the integrity of the conservation values of the area.

v. **Signs**. The right to place signs for informational and regulatory purposes, including but not limited to rules and regulations, wayfinding, safety or hazardous conditions, and identify trails, interpretive sites, kiosks, and interpretive signs on the Property.

vi. **Fencing**. The right to repair or install fencing and gates to secure and delineate parking areas and trail heads, provide for convenience or safety of users, identify property lines, maintain a perimeter barrier if desired to keep out motorized vehicles, or cattle.

vii. **Event Related Temporary Structures**. Temporary structures associated with an event approved by Grantor and compliant with all applicable local and State laws are permitted provided that their location minimizes impacts to the natural environment and are located to the extent possible in areas where adequate infrastructure already exists such as at trailhead or public pavilions.

viii. **Maintenance and Restoration of the Native Ecosystem**. Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to invasive weed suppression, restoring existing cuts, erosion, and successional forest, oak brush foothill and savannah complex restoration and passive restoration.

ix. **Chemicals and Biological Controls**. Grantor may use chemicals and biological controls on the Property as necessary to control noxious weeds, invasive insects, or mosquitoes. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.

x. **Problem or Diseased Animals**. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.

xi. **Fire Suppression**. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property while maintaining to the extent possible deadfall and brush considered valuable for wildlife. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to:

biological controls, including short-duration grazing; and non-mechanized methods of removal of deadfall, and limited mechanized methods.

xii. **Utilities**. Grantor may install new subsurface utilities to improve water resources in the area and develop water storage and conveyance systems. Stormwater collection and retention systems may also be appropriate uses on the property. Utility facilities shall, to the extent reasonably possible, be sub-surface and/or visually obscured to maintain the natural open space and viewsheds that exist on the property. Existing Utilities may be maintained or relocated provided any disturbance to the property is restored, as much as is practical to the original undisturbed nature of the Property. Included in this Utilities Section is the right to provide utility connections deemed necessary and appropriate for any approved use allowed in this Conservation Easement by Grantor provided that all Payson City approvals are granted and provided that the minimum disturbance is achieved even if in achieving that minimum disturbance requires additional cost to a third party.

SECTION IV - AMENDMENTS TO ACTIVITIES, USES, OR ENTERPRISES NOT REQUIRING GRANTOR LEGISLATIVE BODY PRIOR APPROVAL

Grantor's designated staff may modify permitted recreational activities, uses, or enterprises on the Property without Grantor's legislative body approval, provided that proper notice is given to Grantee in accordance with this section. Authorized staff include Grantor's Community Services Director, Development Services Director, and Parks Superintendent or their respective successors or designees. A simple majority of authorized staff is required to make such modifications. However, any material changes to the size or scope of the Easement must be made in accordance with the amendment procedures outlined in Section X of this agreement. A proposed change to activity, use, or enterprise requires Grantee's approval and Grantor shall not proceed until applicable requirements under this agreement have been met. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice.

Prior to the commencement of any new activity, use, or enterprise approved by Grantor's staff, Grantor shall provide written notice to Grantee. The notice must include all material aspects of the proposed activity, use or enterprise to allow for meaningful review. Notice shall be sent by registered or certified mail, return receipt requested, as outlined in Section Xi (P) of the agreement, or to such other address as Grantee may designate in writing.

B. Grantee's Response.

Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed new activity, use, or enterprise and to provide any objections in writing. Objections, if any, shall be based upon Grantee's determination that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, Grantee determines, that the proposal may be modified to avoid material harm

and otherwise comply with the Conservation Values and the purpose and provisions of this Easement, then the response shall include recommendations for modification.. Except as provided in Subsection C below , Grantor may proceed with the proposed activity, use, or enterprise only after receiving Grantee's express written approval, and only as proposed and approved. The Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth in Section XI (P) below, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond.

If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty-five (45) day period shall not begin to run for purposes of this Subsection C until such time that Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable and in any case not later than forty-five (45) days after the receipt of the notice of the proposed activity.

D. Force Majeure.

Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purpose of this Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Subdivision.

Grantor does not have the right, nor will any attempt be made, to divide, subdivide, or take any action that would result in an actual or *de facto* subdivision of the Property. Boundary line adjustments shall not be considered a division of land, provided that no new parcel is created. This provision does not restrict the Grantor from considering or engaging in a land exchange involving portions of the Property and nearby land, so long as the exchange would benefit Payson City. In any such exchange, the total acreage of open space must not be reduced. Nothing herein will prohibit adding of additional land to the Property. However, any land exchange or addition of

property shall be considered a material change of the Easement and must follow the amendment procedure outlined in Section X of this Agreement.

B. Construction.

Grantor will not construct any structures or facilities on the Property for use in human habitation or industrial activities. Only structures permitted under Section III, which are in accordance with a permitted use, are permitted.

C. Wildlife Disturbance or Harassment.

Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. Fishing is allowed on the Property so long as the visitor possesses a valid fishing license and abides by the State of Utah daily catch limits The taking, removal, translocation or captivation of wildlife is prohibited, except as allowed by law. Hunting is prohibited on the Property; however, nothing within this provision shall restrict Payson City from working with the Division of Wildlife Resources to determine healthy carrying capacities of big game species on the land and appropriate culling methods deemed appropriate and in consideration of governing ordinances.

D. Alteration of Watercourses and Topography.

Grantor will not change, disturb, alter, excavate, or impair any watercourse or the topography of the ground on the Property, except as expressly permitted by Section III of this Easement and with the necessary permits. Any alterations must be performed in accordance with best construction practices and with the intended goals of conservation in mind. Grantor shall conform to all applicable state and federal laws when constructing or altering watercourses and habitat, ensuring that any changes are made in a way that preserves the Property's Conservation Values.

E. Non-native Species.

Grantor will not introduce into the Property any non-native plant or animal species.

F. Roads.

No new roads over, through, or across the Property are permitted, except for the express purpose of providing necessary access to the Property for the Permitted Uses and Practices described in Section III.

G. Motorized Vehicles.

Motorized vehicles are not permitted to access the Property, except for the following:

i. Emergency vehicles;

ii. Vehicles used in routine maintenance and management of the Property;

iii. Vehicles necessary to carry out a permitted use as identified under Section III of this Easement; and

iv. Vehicles associated with a recorded right of access.

H. Agricultural Uses.

Agricultural uses are prohibited on the Property, except as it may be consistent with management practices for fire reduction or noxious weed management in conjunction with a permitted use as identified in Section III.

I. Dumping.

Trash, debris, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.

J. Utilities.

New public or private utilities and new utility corridors not existing on the property as of the date of this agreement, which may traverse over, under, or though the property are prohibited, except as expressly permitted by Section III of this Easement. Also, to preserve the natural sky and minimize light pollution, no permanent outdoor lighting shall be installed within the Easement Area except for security lighting that is determined to be necessary for safety or required by applicable building codes. Any permitted security lighting shall be fully shielded, downward-facing, and designed or located to minimize glare and light trespass beyond the immediate area intended to be illuminated.

K. Mineral Activities.

Exploration, mining, mass grading, or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property by Grantor is prohibited. No surface or sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) are permitted by this Easement.

L. Billboards.

Grantor will not construct, maintain, lease, or erect any commercial signs, political signs, or billboards on the Property. Not limiting the generality of the foregoing, a limited number of signs for the purpose of protecting the property and identifying trails, ecological and heritage values on the property are allowed.

M. Hazardous Waste.

Grantor will not store, dump, or otherwise dispose of any toxic and/or hazardous material on the property. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the property. Nor does it permit Grantee to control any use of the Property by the Grantor, which may result in the storage, dumping or disposal of hazardous or

toxic materials; provided, however, Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar State or federal statutes.

N. Specific recreational uses prohibited.

Grantor will not use the Property for recreational uses that significantly alter the character and/or landscape of the Property such as soccer or baseball fields, golf courses, playfields, rodeo grounds, stables, shooting ranges, moto-cross parks, or other similar uses not compatible with the Conservation Values of the Property. Grantor will not permit unauthorized camping nor permit the unauthorized harvesting of firewood with the exception of the collection of deadfall.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration.

Where Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity, which potentially or actually violates the terms or intent of this Easement.

Grantor shall have forty-five (45) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. Grantor shall pay the cost of such corrections, including Grantee's expenses, court costs, and attorney's fees.

B. Injunctive and Other Relief.

In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or to force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, removing of improvements, facilities, utilities, structures or other development that did not obtain proper approval, and/or taking such other action, as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration, then Grantor is not in violation of this Easement.

C. **Actual or Threatened Non-Compliance**

Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee may seek equitable relief in any court of competent jurisdiction where the Property or Grantee is located to enforce this Easement. If Grantee is required to seek court intervention to enforce any part of this Easement, Grantor shall pay the Grantees attorney's fees.

D. **Cumulative Remedies.**

Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. **Delay in Enforcement.**

A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII - MAINTENANCE COSTS, TAXES & FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to reimburse Grantee and its successors and assigns for all claims and obligations arising from the operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful assessments, fees, and charges levied by a relevant authority.

SECTION VIII - INDEMNITY AND INSURANCE

Grantor agrees to defend, indemnify and save harmless Grantee from and against any damage, liability and loss occasioned by, growing out of, or arising or resulting from any negligent, grossly negligent, intentional act or omission by Grantor, its agents or employees while on the Property.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in this Easement upon the Property created by this Easement except to a qualified non-profit or other governmental organization which is organized or operated primarily or substantially for one or more of the Conservation Values or the stated purposes in Section I of this Easement. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement. Grantee may not transfer its rights under this Easement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

SECTION X - AMENDMENTS REQUIRING GRANTOR'S LEGISLATIVE BODY APPROVAL

If an amendment to the size or scope of this Easement is proposed, Grantor must first hold a public hearing on the proposed amendment or modification. Following the hearing, the amendment or modification must be approved by a supermajority of the Grantor's legislative body. However, no amendment or modification may be adopted if it will adversely affect the qualification of this Easement under the laws of the State of Utah. Any such amendment or modification shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development or any type of mining or grading of the Property, and shall not permit any impairment of the significant Conservation Values of the Property. All approved amendments or modification shall be filed in the Utah County Recorder's Office. Nothing in this Section shall require Grantor or Grantee to agree to any proposed amendment or to engage in consultation or negotiation regarding any such amendment.

SECTION XI - MISCELLANEOUS PROVISIONS

A. Severability.

If any provision of this Easement, or the application of this Easement to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement.

Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee".

The term "**Grantor**", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "**Grantee**," as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantee and its successors and assigns.

D. Titles.

Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Liberal Construction.

This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Annotated §§57-18-1 to 57-18-7. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and

that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

F. Successors.

This Easement is binding upon and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound by all provisions of this Easement to the same extent as Grantor.

G. Governing Law.

This Easement will be interpreted and construed in accordance with applicable Utah laws.

H. Entire Agreement.

This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings between the Parties pertaining to the subject matter of this Easement.

I. Compliance With Law.

All uses and practices permitted by this Easement shall comply with all applicable state and federal laws.

J. Effective Date.

The effective date of this Easement will be the date on which it has been signed by all of the Parties.

K. Notice Requirements.

Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

L. Merger.

The Parties intend that this Easement will not merge. It is the intent of the Parties that the Easement shall never be extinguished, but this Easement shall remain in full force requiring Grantor and Grantee and their successors in interest to perpetually comply with the terms and conditions of this Easement, regardless of who holds title to the underlying fee interest of the Property.

M. Change of Conditions.

The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be

put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement.

Any mortgage, trust deed, lien, judgment, or other financial interest executed that encumbers or affects the Property, subject to the date that this Easement is recorded in the Office of the Recorder of Utah County, shall be subordinate to this Easement and in no way shall enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected hereby.

O. Revenue Generation.

Nothing in this Agreement prohibits Grantor from imposing fees for users to utilize the property, or collecting of revenues from uses on the property, or allowing third-party commercial recreational businesses to partner with the Grantor to operate and maintain recreational facilities on the site that are in conformance with the Conservation Values of the Property.

P. Notices.

Any notice, demand, request, consent, approval or communication shall be in writing and served personally or sent by first class mail addressed as follows:

Grantor: Payson City
Attn: City Manager
439 West Utah Avenue
Payson, Utah 84651

Grantee: Lehi City
Attn: Lehi City Mayor
153 N 100 E
Lehi, Utah 84043

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

IN WITNESS WHEREOF, the Parties have executed this Easement of Conservation Easement on the dates set forth below.

PAYSON CITY

By: William R Wright
William R. Wright
Title: Mayor
Date: 11/19/2025

ATTEST:

Amalie R. Ottley, City Recorder

PAYSON CITY SEAL UTAH

STATE OF UTAH)
:
COUNTY OF UTAH)

On this 19th day of November, 2025, personally appeared before me, William R. Wright, the signer of the foregoing instrument, 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 Mayor of Payson City, a Utah municipal corporation, and that said document was signed by him on behalf of said Corporation, and who duly acknowledged to me that he executed the same.

Notary Public

AMALIE ROSE OTTLEY
Notary Public, State of Utah
Commission #732722
My Commission Expires
04/12/2028

LEHI CITY

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

By: _____
City Recorder

Approved as to Form:

_____
City Attorney

STATE OF UTAH)
:
COUNTY OF UTAH)

On this ____ day of _____, 2025, personally appeared before me, _____, the signer of the foregoing instrument, 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 _____ (title) of Lehi City, a Utah municipal corporation, and that said document was signed by him/her on behalf of said Corporation, and who duly acknowledged to me that he/she executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS

FOREBAY PARCELS

30:096:0002

ALL THE E1/2 OF NE1/4 & THE E1/2 OF SE1/4 SEC 34, T 9 S, R 2 E, SLM; LESS: COM. SW COR E1/2 SE1/4 OF SD SEC 34; N 400 FT; E 544.5 FT; S 400 FT; W 544.5 FT.

TOTAL AREA 154.16 ACRES

30:096:0007

COM NE COR NW1/4 NE1/4 SEC 34, T9S, R2E, SLM; S 32'31"E 1065.55 FT; S 89 DEG 40'47"W 1092.12 FT; N 10 DEG 08'W 296.04 FT; N 89 DEG 25'E 312.08 FT; N 20 DEG 44'W 829.62 FT; N 89 DEG 56'34"E 1115.73 FT TO BEG.

AREA 24.8 ACRES

30:096:0013

ALL THAT PORTION OF THE E1/2 OF SW1/4 & W1/2 OF SE1/4 OF SEC 34, T 9 S, R 2 E, ALM. SITUATE TO THE E OF PAYSON CANYON ROAD

AREA 43.61 ACRES

30:096:0035

COM N 89 DEG 56' 34" E 1318.9 FT ALONG SEC. LINE & S 0 DEG 32' 31" E 1568.15 FT FR N 1/4 COR. SEC. 34, T9S, R2E, SLB&M.; S 0 DEG 32' 31" E 411.87 FT; S 89 DEG 40' 47" W 951 FT; N 3 DEG 12' 22" W 46.61 FT; N 15 DEG 48' 53" W 361.47 FT; N 0 DEG 47' 7" E 16.98 FT; N 89 DEG 40' 47" E 1047.99 FT TO BEG.

AREA 9.43 AC

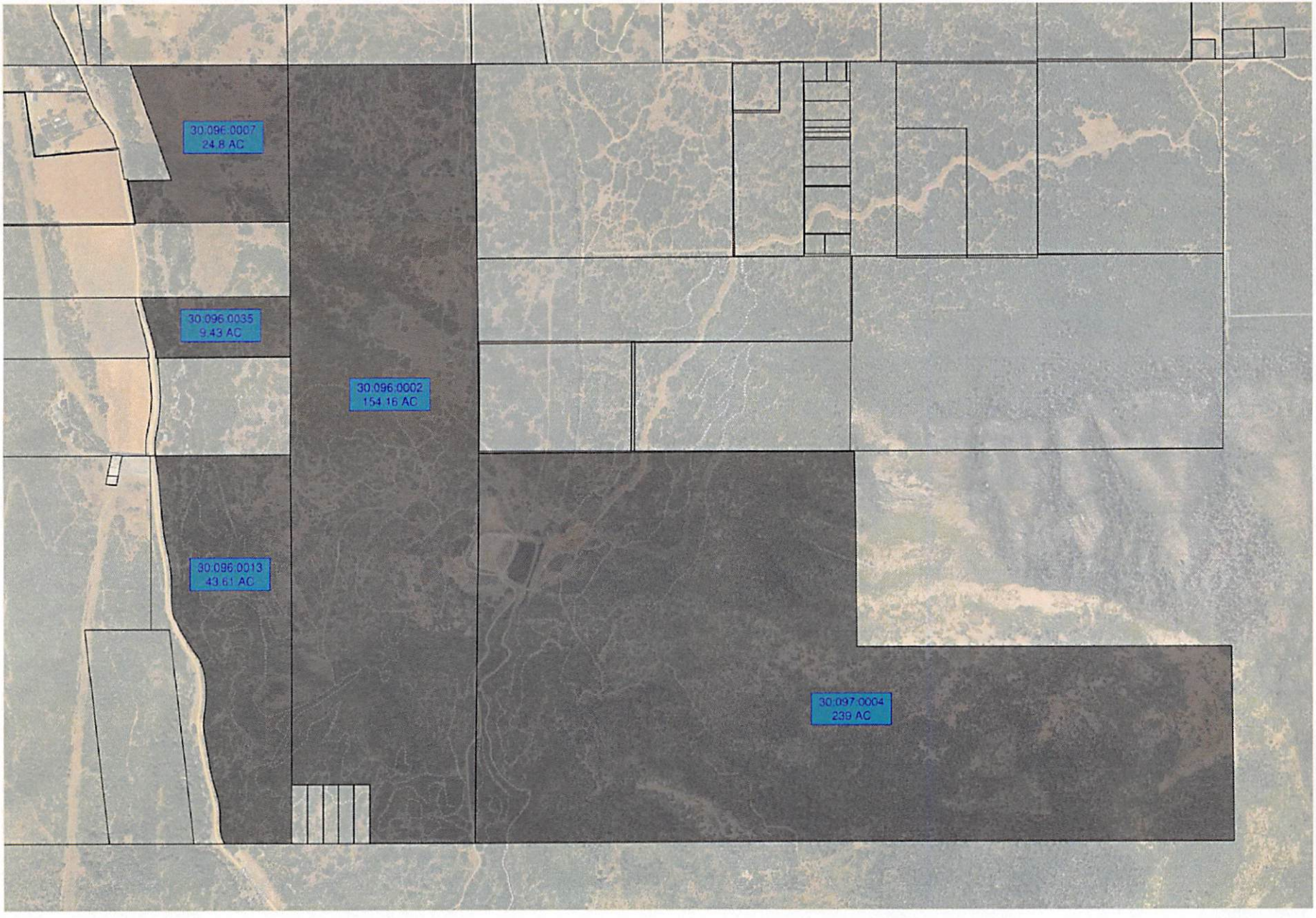
30:097:0004

SW1/4 & S1/2 OF SE1/4 SEC 35, T 9 S, R 2 E, SLM; LESS 1 ACRE FOR ROAD.

AREA 239 ACRES

EXHIBIT B

PROPERTY LOCATION MAP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24.8 AC
30:096:0035
9.43 AC
30:096:0002
154.16 AC
30:096:0013
43.61 AC
30:097:0004
239 AC

EXHIBIT C

EXISTING CONDITIONS

EXISTING CONDITIONS

FOREBAY – WINTER RECREATION, TRAIL GROOMING

PAYSON UTAH

FOREBAY – EASE OF ACCESSIBILITY

PAYSON UTAH

FOREBAY – VOLUNTEER SERVICE

PAYSON UTAH

FOREBAY – VOLUNTEER SERVICE

PAYSON UTAH

FOREBAY - MOUNTAIN BIKING

p□YSON
UTAH

FOREBAY -YOUTH MOUNTAIN BIKING

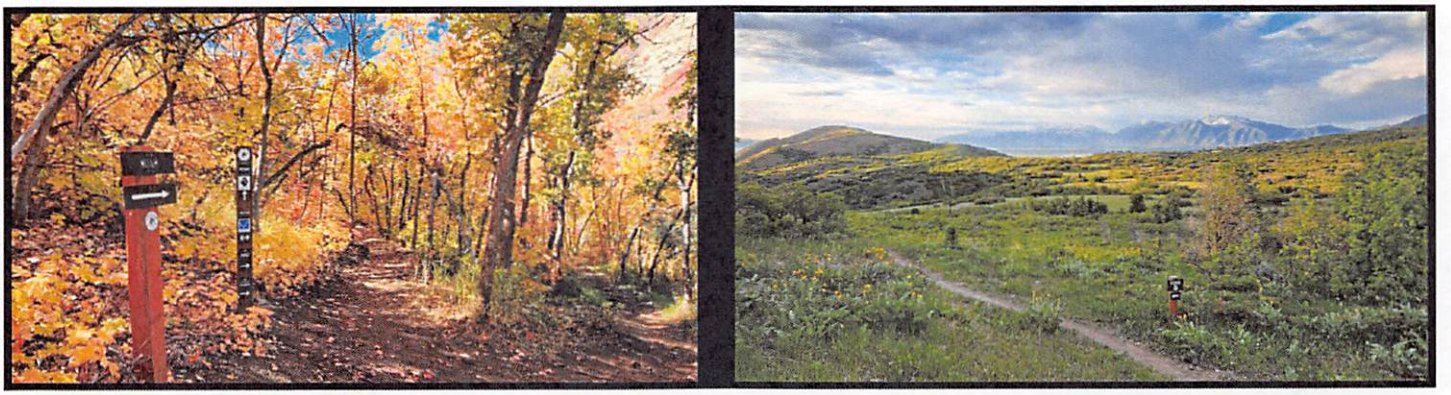
p□YSON
UTAH

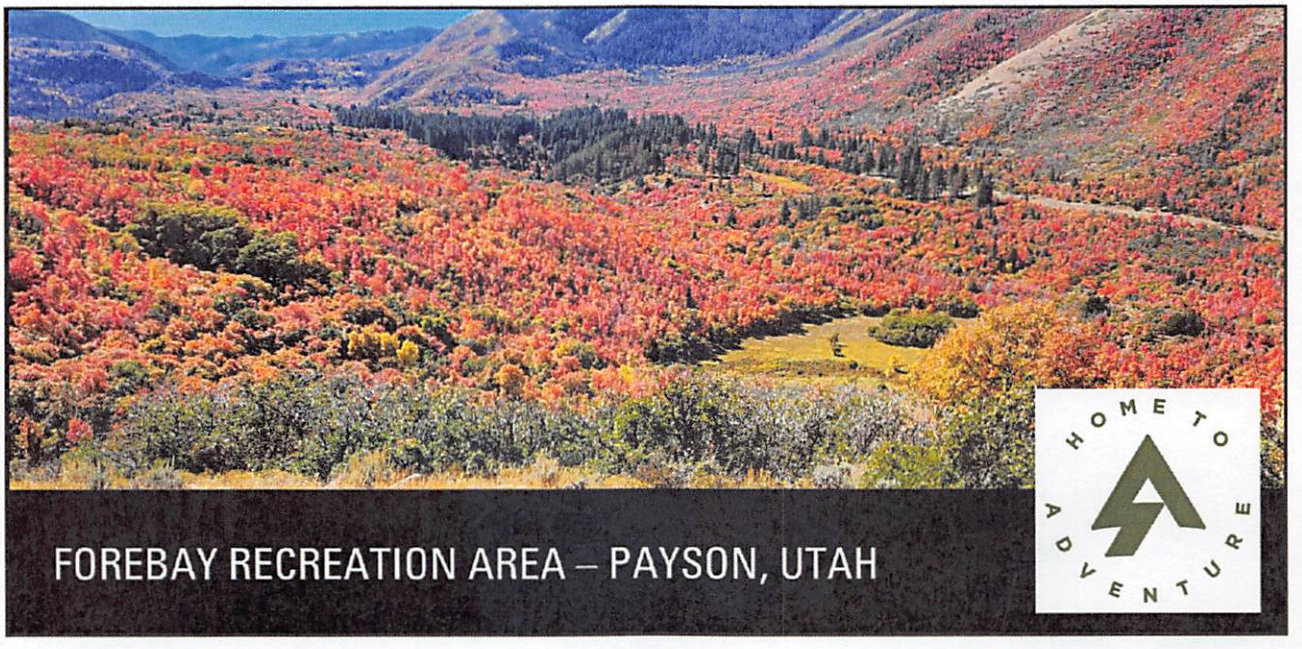
FOREBAY - WALK, HIKE, RUN, EXPLORE

p□YSON
UTAH

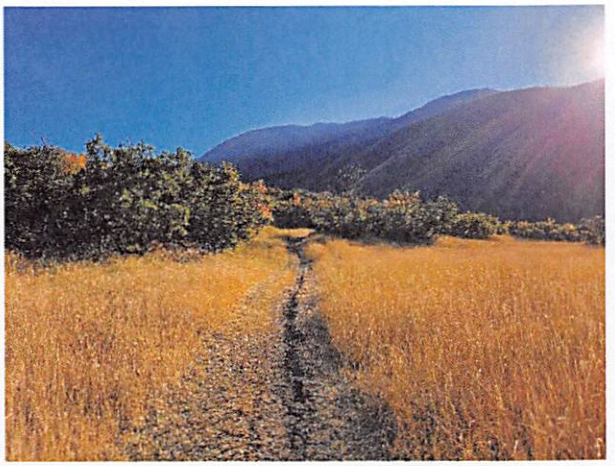
FD REBAY - HORSE TRAILS

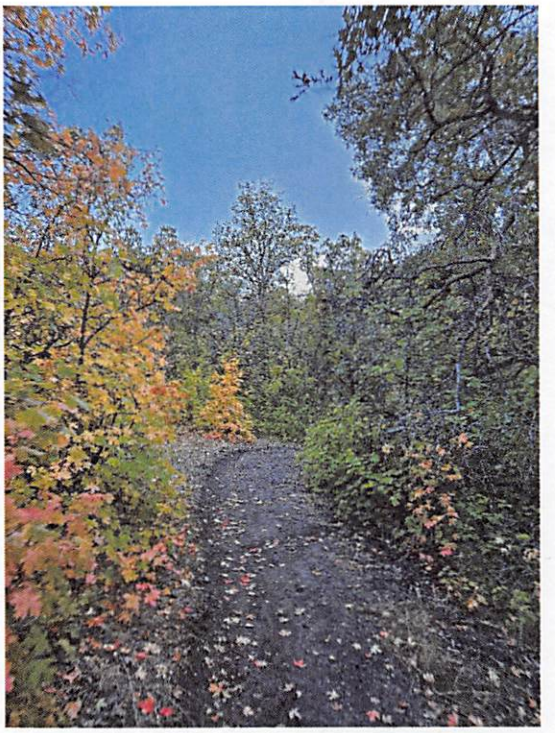
p□YSON
UTAM

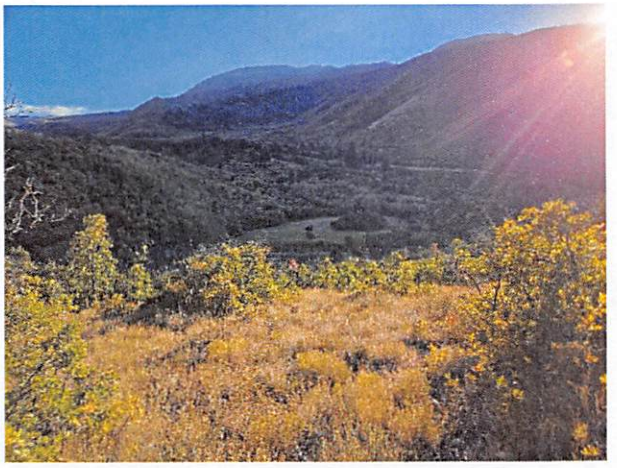


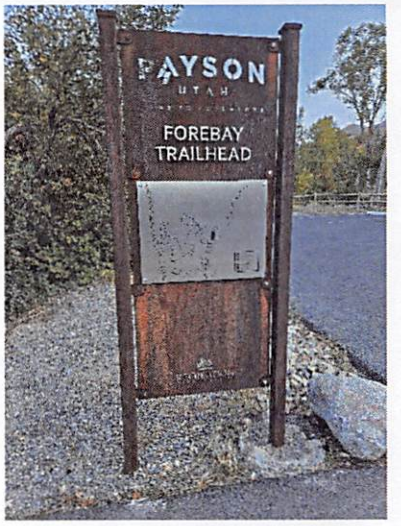


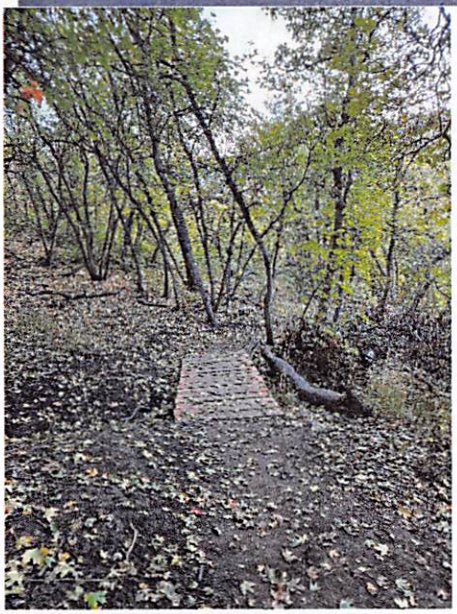
Existing Conditions

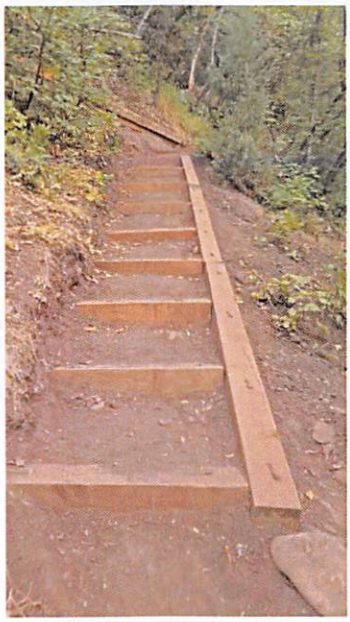








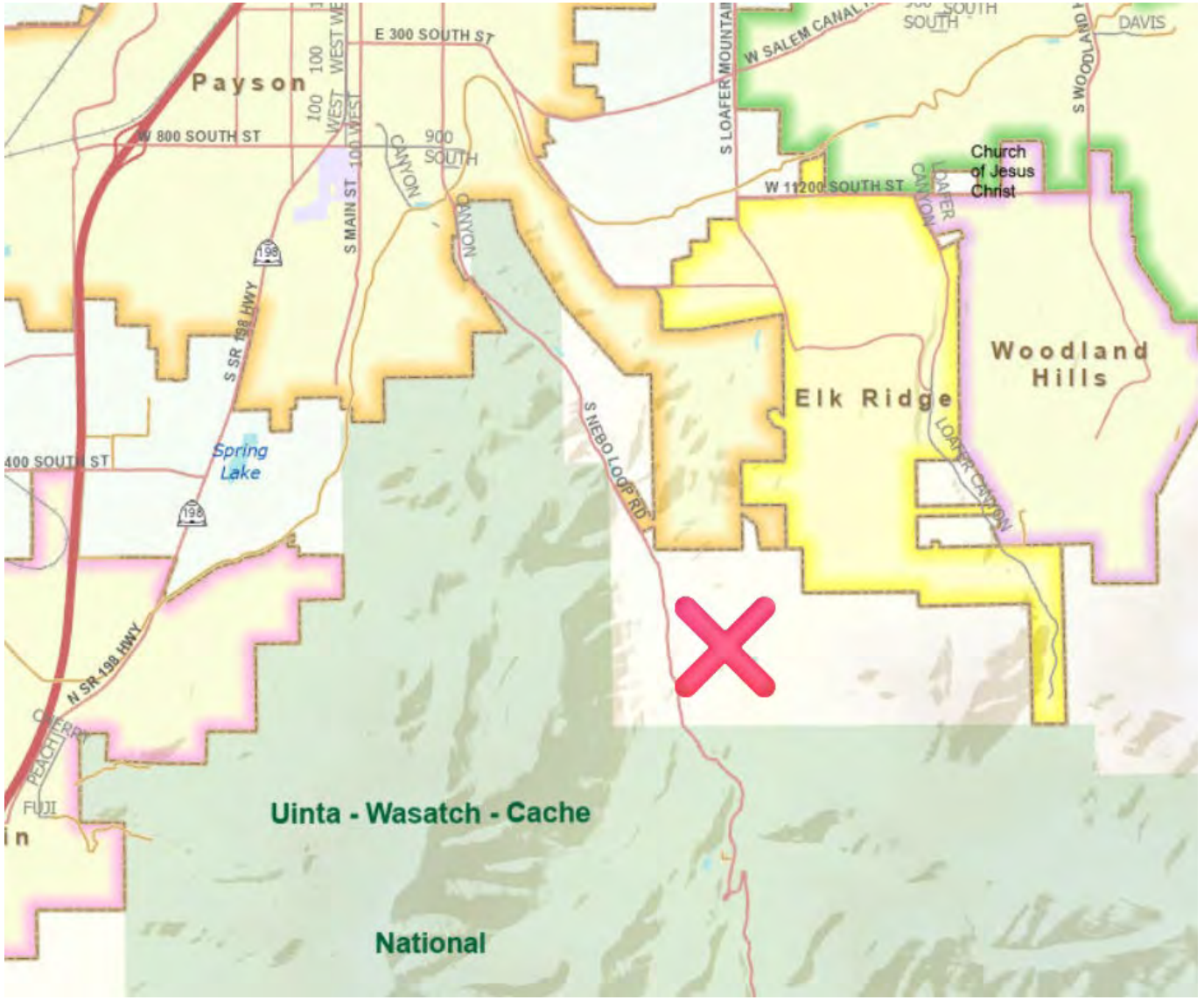




FOREBAY RECREATION AREA – PAYSON, UTAH

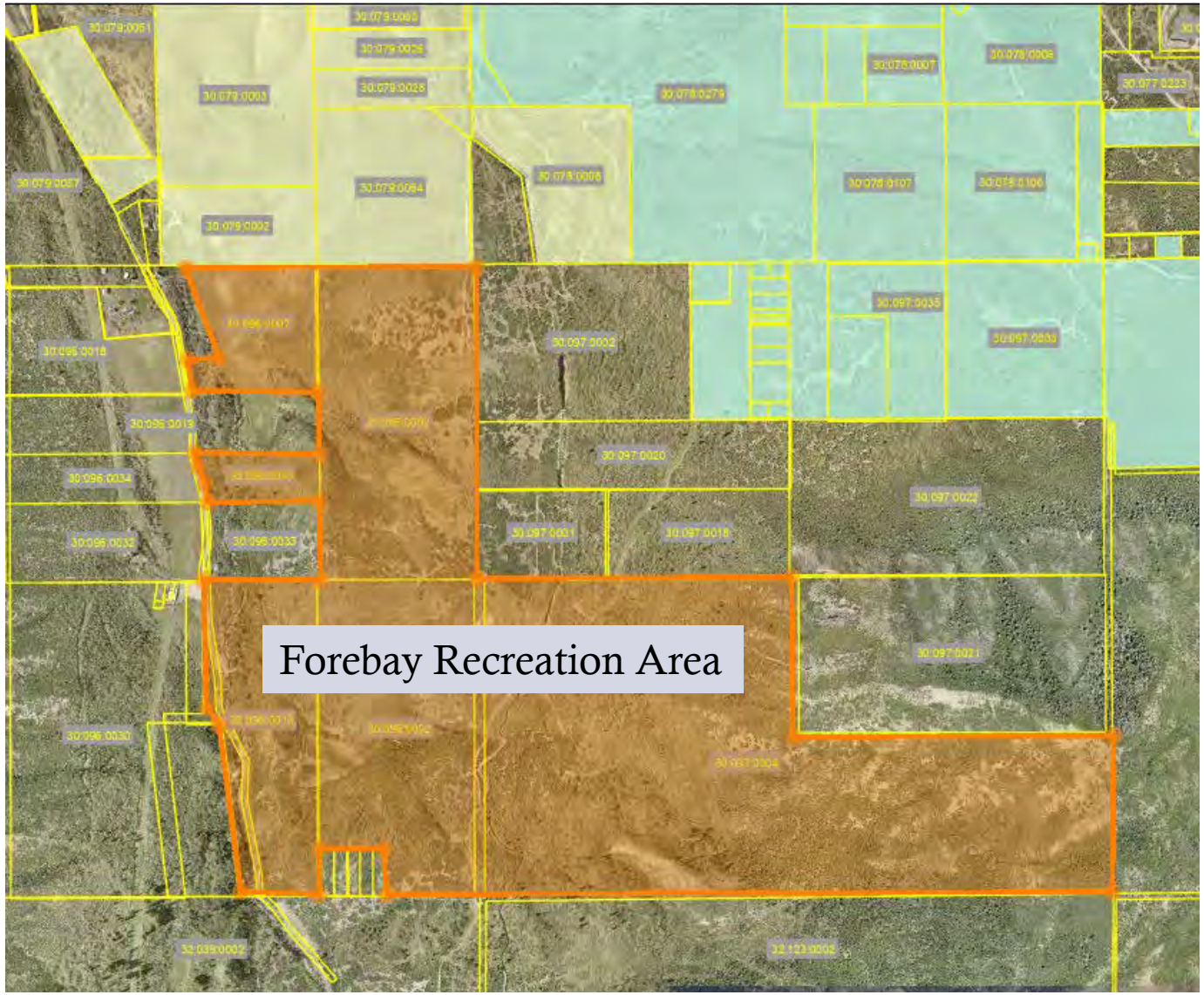
FOREBAY MAP

- **Forebay Recreation Area is located in south Utah County adjacent to the Nebo Loop Road in lower Payson Canyon.**



FOREBAY MAP

- **471 acres**
- **Adjacent ownership:** US Forest Service, Utah DNR, Utah County, private lands
- **Land Use Jurisdiction:** Unincorporated Utah County (CE-1: Critical Environment 1 zone)



FOREBAY

- Forebay primarily consists of vegetated natural open space, water resources, and recreational trails.

FOREBAY – HISTORIC OVERVIEW

FOREBAY – HISTORIC OVERVIEW

1930's to present

Water collection, storage, and delivery; power generation

2001

480 acres purchased by city to protect its watershed, habitat, & recreational opportunities

2008

Adopted initial Forebay Management Plan (focused on conservation of property); trails built

2016

Forebay declared as Surplus Property; Friends of Forebay citizen group established

2019

NPS grant for Mngt Plan; Public Open Houses (Oct & Nov) to receive input on Mngt Plan

2020

Adoption of Forebay Area Management Plan

2021

Forebay Committee ordinance; new trails approved; UORG grant - parking lot, bridge crossing, restroom constructed; new city branding

2022

New trails approved; Payson Canyon Trail Feasibility Study (trail from Payson to Forebay)

2024

Council work session (Forebay Conservation Values); Rescind Surplus Prop. Declaration

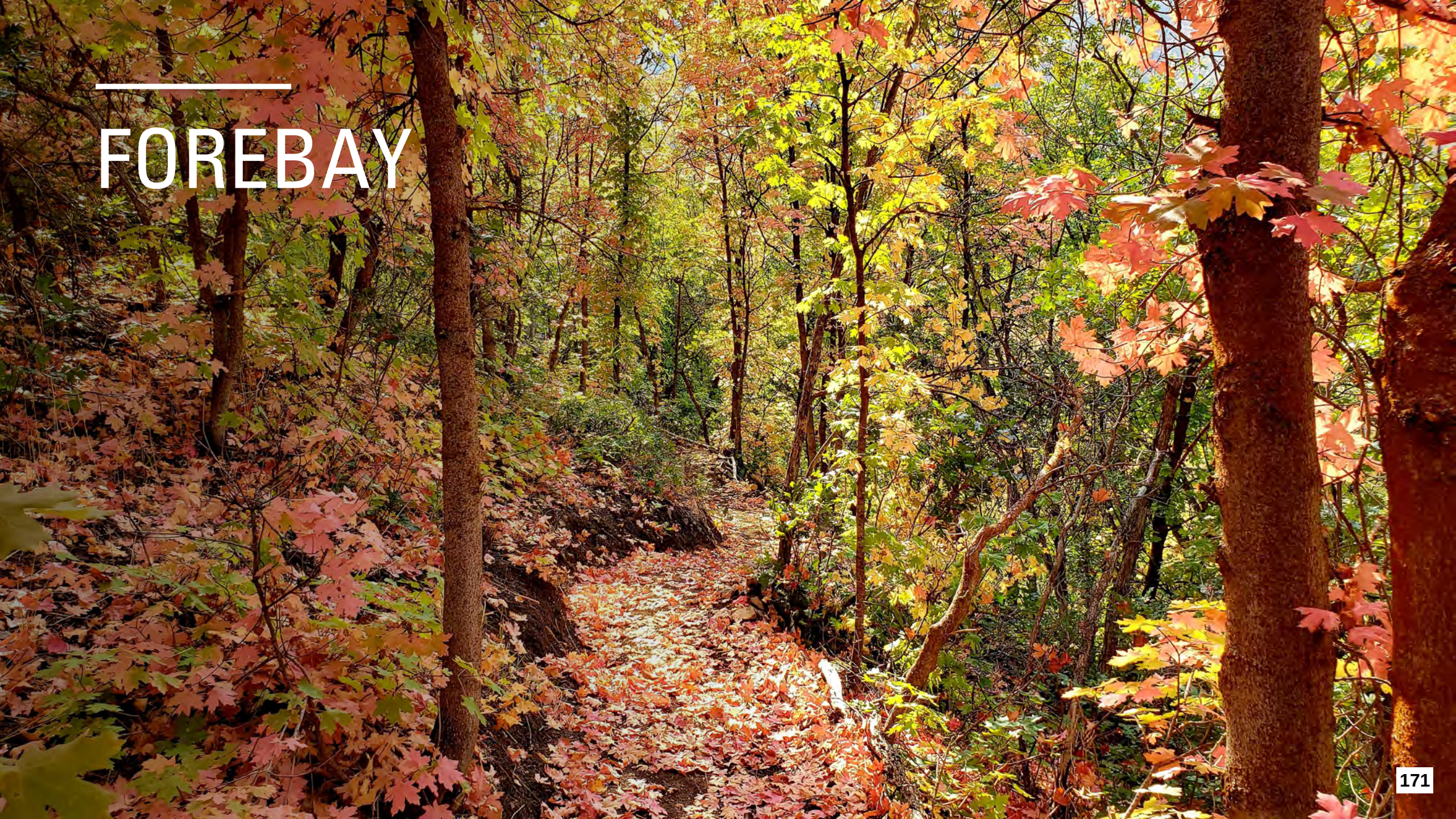
2025

Bike Park concept plan approved for north end of Forebay; Conservation Easement drafted

FOREBAY

FOREBAY

FOREBAY

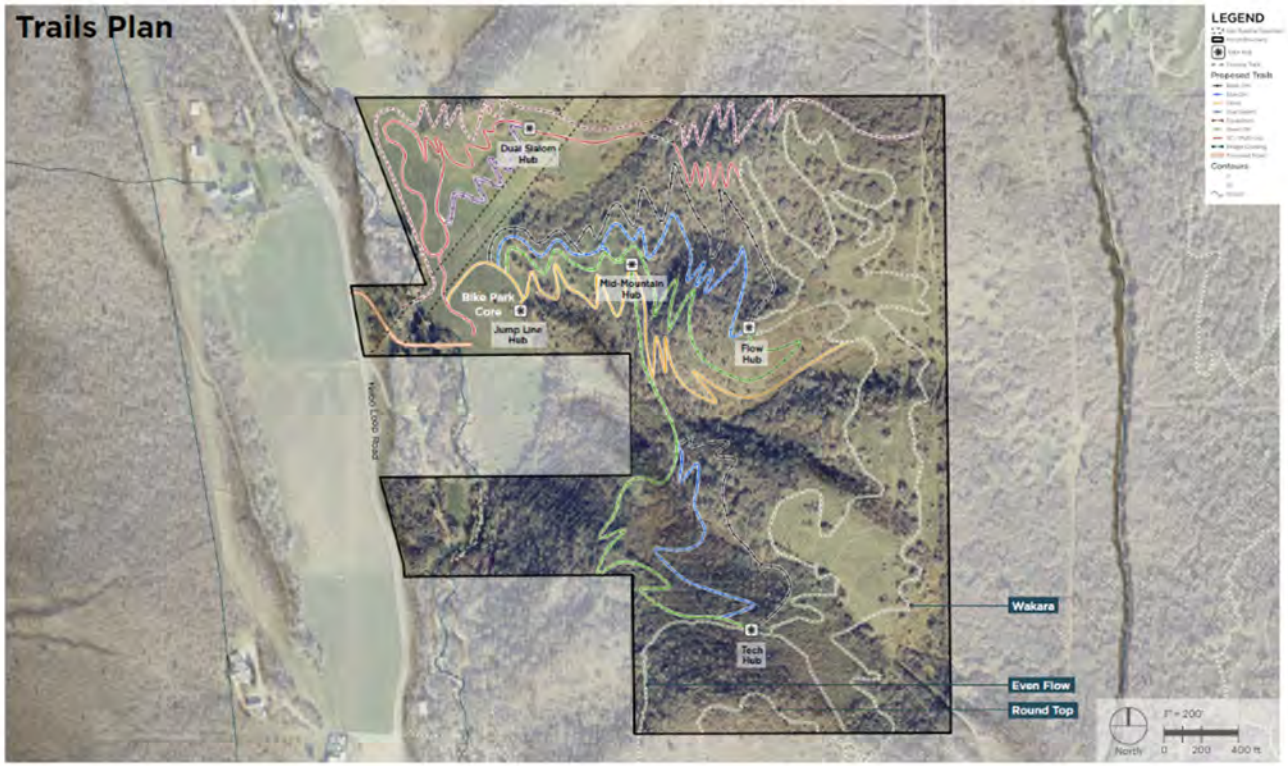


FOREBAY

FOREBAY TRAILS

- Most recreational trails within Forebay have been designed and constructed through volunteer efforts

- In 2025 the City Council approved a new Bike Park Master Plan to be constructed on the north end of Forebay



Forebay Bike Park Conceptual Master Plan

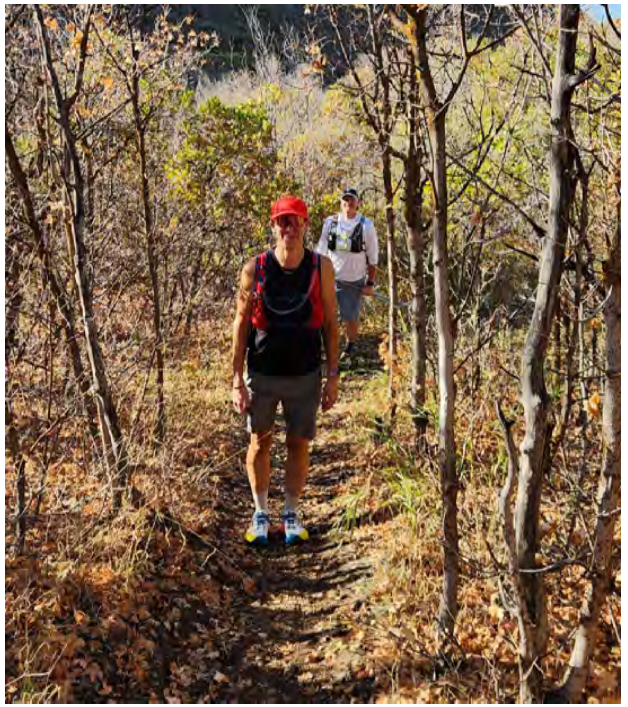
PAYSON UTAH
AVID TRAILS

FOREBAY – MOUNTAIN BIKING

PAYSON
UTAH
HOME TO ADVENTURE

FOREBAY – YOUTH MOUNTAIN BIKING

PAYSON
UTAH
HOME TO ADVENTURE



FOREBAY – WALK, HIKE, RUN, EXPLORE

PAYSON UTAH
HOME TO ADVENTURE

FOREBAY – EQUESTRIAN TRAILS

PAYSON
UTAH
HOME TO ADVENTURE

FOREBAY – WINTER RECREATION, TRAIL GROOMING

PAYSON UTAH
HOME TO ADVENTURE

FOREBAY – EASE OF ACCESSIBILITY

PAYSON
UTAH
HOME TO ADVENTURE

FOREBAY – VOLUNTEER SERVICE

PAYSON UTAH
HOME TO ADVENTURE

FOREBAY – VOLUNTEER SERVICE

PAYSON
UTAH
HOME TO ADVENTURE

CONSERVATION EASEMENT

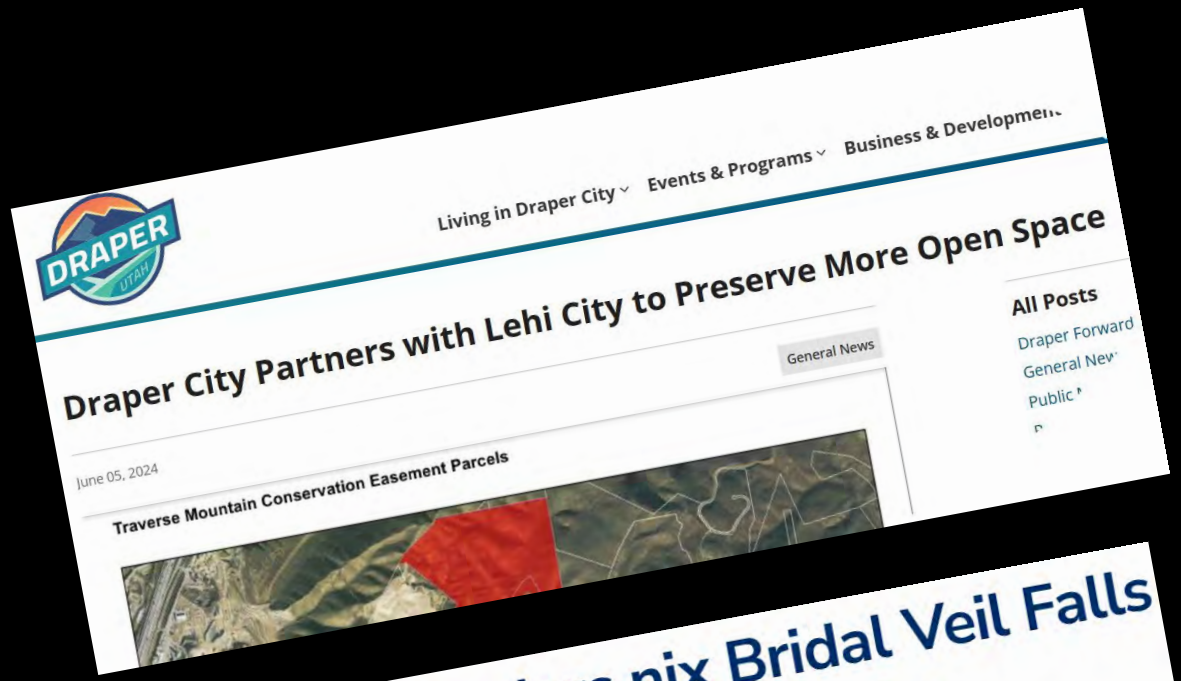
Forebay Area Management Plan, GOAL #3 – *Protect the watershed, habitat, and scenic nature of the area through appropriate conservation practices.*

CONSERVATION EASEMENT

- What?
  - A voluntary legal agreement that limits uses of the land to protect its conservation values and keep property open & accessible to the public.
- Why?
  - Preserve & protect "Conservation Values": "*natural open space that supports scenic, educational, recreational, cultural, watershed and wildlife habitat.*"
- How?
  - 'Deed of Conservation Easement' recorded on property. The easement holder is charged with enforcing the easement conditions & restrictions.

CONSERVATION EASEMENT

- Permitted Uses?
  - Public Access & Education (keeps land accessible to the public in perpetuity; parking lots, restrooms, benches, kiosks, signs, etc.)
  - Recreational uses (hiking, biking, horseback riding, picnicking, non-motorized activities, etc.)
  - Trails & Trailhead Related Structures (bridges, pavilions, picnic shelters, observation towers, signs, fences, gates, etc.)
  - Water Resource Utilities (water & stormwater collection, storage, conveyance, and retention facilities); sub-surface and/or visually obscured.



CONSERVATION EASEMENT

- Prohibited Uses?
  - Subdivision of Property (boundary adjustments or land exchanges are ok with no net loss of land; new land can be added)
  - Construction of Habitable Structures
  - Wildlife Disturbance (no hunting)
  - Roads (other than to serve permitted uses)
  - Motorized Vehicles (approved uses ok)
  - Utilities not serving permitted uses
  - Specific Recreational Uses (soccer & baseball fields, shooting ranges, golf courses, moto-cross parks, rodeo grounds, etc.)

CONSERVATION EASEMENT

- Can it be amended in the future?
  - Yes, in conformance with the conservation values.
  - Material changes require approval of the easement holder (Grantee).
- Can the property be sold?
  - Yes, but the conservation easement remains in place with its associated restrictions (public access, open space protection, recreational uses, etc.)

FOREBAY CONSERVATION EASEMENT

"…to enable the Property to remain forever open and accessible to the public for recreation and scenic enjoyment…"

FOREBAY
CONSERVATION
EASEMENT

THANK YOU LEHI CITY!

Agenda Item No: 5.4

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #67-2025, approving the Downtown Revitalization Plan and State Street Station Area Plan including parts of Main Street and State Street.

Suggested Action:

Attachments:

CC Staff Report Downtown Revitalization & State Street Station Area Plan 12.16.25.docx

Lehi Downtown Revitilization Plan & State Street SAP DRC 10.15.25.docx

Lehi Downtown Revitilization Plan & State Street SAP DRC 11.05.25.docx

Lehi Downtown Revitalization & State Street SAP DRC 11.05.25 (same plan from 10.15.25).pdf

Ord 67-2025.doc

LEHI DOWNTOWN REVITALIZATION & STATE STREET STATION AREA PLAN

CITY COUNCIL REPORT

Applicant	Lehi City and Landmark Design (consultant)
Meeting Date	December 16, 2025
Requested Action/Purpose	Approval of a proposed Station Area Plan
Decision Type	Legislative
Date of DRC Review	October 15, 2025
Date of Planning Commission Review	November 13, 2025
Assigned Planner	Jacob Curtis

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Moderate Income Housing Plan

Goal 1 Develop and adopt a station area plan in accordance with Section 10-9a-403.1

Strategy 2: Continue work on the North Lehi, Hospital and 2100 North and the Downtown Area Plans

- Work with consultants on individual projects.
- Keep moving forward towards adoption on all three plans.
- Submit the North Lehi and the Hospital and 2100 North Station Area Plans for final approval.

APPLICABLE STATE CODE REQUIREMENTS

Utah State Code Title 10 Chapter 9a Part 4

(a) A municipality that has a new fixed guideway public transit station located within the municipality's boundaries shall satisfy the requirements of Subsection (2)(a) for the station area surrounding the new fixed guideway public transit station before the new fixed guideway public transit station begins transit services.

(7)

(a) A station area plan shall promote the following objectives within the station area:
  (i) increasing the availability and affordability of housing, including moderate income housing;
  (ii) promoting sustainable environmental conditions;
  (iii) enhancing access to opportunities; and
  (iv) increasing transportation choices and connections.

(8) A station area plan shall include the following components:
  (a) a station area vision that:
    (i) is consistent with Subsection (7); and
    (ii) describes the following:
      (A) opportunities for the development of land within the station area under existing conditions;
      (B) constraints on the development of land within the station area under existing conditions;
      (C) the municipality's objectives for the transportation system within the station area

and the future transportation system that meets those objectives;

(D) the municipality's objectives for land uses within the station area and the future land uses that meet those objectives;

(E) the municipality's objectives for public and open spaces within the station area and the future public and open spaces that meet those objectives; and

(F) the municipality's objectives for the development of land within the station area and the future development standards that meet those objectives;

(b) a map that depicts:

(i) the station area;

(ii) the area within the station area to which the station area plan applies, provided that the station area plan may apply to areas outside the station area, and the station area plan is not required to apply to the entire station area; and

(iii) the area where each action is needed to implement the station area plan;

(c) an implementation plan that identifies and describes each action needed within the next five years to implement the station area plan, and the party responsible for taking each action, including any actions to:

(i) modify land use regulations;

(ii) make infrastructure improvements;

(iii) modify deeds or other relevant legal documents;

(iv) secure funding or develop funding strategies;

(v) establish design standards for development within the station area; or

(vi) provide environmental remediation;

(d) a statement that explains how the station area plan promotes the objectives described in Subsection (7)(a); and

(e) as an alternative or supplement to the requirements of Subsection (7) or this Subsection (8), and for purposes of Subsection (2)(b)(ii), a statement that describes any conditions that would make the following impracticable:

(i) promoting the objectives described in Subsection (7)(a); or

(ii) satisfying the requirements of this Subsection (8).

(9) A municipality shall develop a station area plan with the involvement of all relevant stakeholders that have an interest in the station area through public outreach and community engagement, including:

(a) other impacted communities;

(b) the applicable public transit district;

(c) the applicable metropolitan planning organization;

(d) the Department of Transportation;

(e) owners of property within the station area; and

(f) the municipality's residents and business owners.

REPORT ANALYSIS

The applicant requests approval of the Lehi Downtown Revitalization and State Street Station Area Plan located along Main Street and State Street. The Station Area Plan looks at the land within a half a mile of the future transit station and considers the land use, street patterns, and active transportation network. The Downtown Revitalization Plan considers the land use, street patterns, and active transportation network of the area along Main Street from 500 W to 850 E.

Station Area Plans are required by the State Code for existing transit stations and must be in place prior to new transit stations coming online. This Station Area Plan precedes the transit station and provides a vision for future development. The Station Area Plan is a guiding document, not a regulatory one. It cannot enforce development to occur exactly as depicted but provides a framework for future updates to city development requirements. It reflects the vision of the Mayor, City Council, Planning Commission, Residents and City Staff. Open houses, online surveys, and stakeholder meetings were used to create the vision of this plan. It also was influenced by the analysis and data provided by Landmark Design, the City's consultant on this plan.

This report will review the main elements of the proposed plan.

Downtown Vision
The Main Street and State Street areas were considered together in one Plan because of their close geographic proximity, but from the beginning it was recognized that the areas have unique characteristics and needed to have separate components within the Plan. However, a common vision with eight guiding principles was established. The vision is the following:

Downtown Lehi is a vibrant, diverse hub for community life and economic activity that is centered in its historic charm and family-friendly, small-town vibes.

We aim to cultivate a thriving downtown that offers enriching experiences, a variety of lifestyle options, and seamless connectivity for residents and visitors alike.

Main Street
This section focuses on the four distinct areas along Lehi's Main Street and provides guidance on design, streetscape, and parking strategies.

Station Area
This section focuses on the future transit station located at State Street and 100 East. The section strives to meet state requirements for station area planning and development. It divides the area into separate land use areas and provides guidance on potential layout and design.

Transportation Network
This section provides recommendations for how each mode of travel will connect and thrive within and outside of Downtown Lehi. It talks about roads, active transportation, and transit.

Action & Implementation Plan
This section intends to help set funding and implementation priorities. There are 78 implementation measures and actions that are detailed out in this plan. They are separated by priority level and the proposed timeline.

DRC Comments
The DRC reviewed the Plan and had 23 comments on October 15, 2025.

A follow up DRC meeting was held on November 5, 2025 to obtain additional comments from Engineering and the Parks Department. Landmark Design received 72 comments which included the previous 23 comments. Many of the comments are grammatical changes.

The Plan went to Planning Commission twice and was tabled the first time at the request of the Engineering Department to allow for more review time. Additionally, it allowed for more time for participation on the online survey and public input to occur on the final draft of the text as requested by the Planning Commission. No updates have been made to the Plan as shown in the packet, but the consultant is working on incorporating those previous DRC comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed Station Area Plan. Any motion should include findings. Possible findings include:

1. The proposed Station Area Plan meets the requirements for Station Area Plan in the State Code.
2. The proposed Station Area Plan helps Lehi City meet one of our Moderate-Income Housing Goals.
3. The proposed Station Area Plan envisions how to make the future transit successful while also considering the needs of vehicle and active transportation networks.
4. The proposed Station Area plan reflects the feedback given by residents, landowners, elected officials, and city staff.

5. 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.
6. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Plan on November 13, 2025. The minutes and motion from that meeting follow.

3.1) Public Hearing and Recommendation of the Downtown Revitalization Plan and State Street Station Area Plan including parts of Main Street and State Street (tabled at the October 23, 2025 meeting).

Kim Struthers introduced Caden Petersen from the planning department. Petersen presented the item. He explained that this has been a joint project with input from many parties, including the city, the public, and independent contractors.

Commissioner Kunze asked if the plan has been updated since the last meeting. It has been adjusted based on DRC comments. Struthers explained that many attempts have been made to solicit public feedback, but that there weren't as many responses as the city would have liked.

Sam Taylor began his presentation of the plan with the changes that have been made since the last meeting. Based on feedback from DRC, unit counts have been changed from exact numbers to "up to" counts. The Station Area land use map better matches the concept. The green loop bike and trail concept has been better integrated into the plan. Minor grammatical revisions have also been made.

A variety of community input has been gathered so far, including an initial survey (statistically valid with 542 responses), a technical committee, an advisory committee, focus interviews with business owners in the area, public open house meetings, a project website with a space to leave comments, and a draft plan review and questionnaire (with 54 responses). Based on this, Taylor explained that residents are eager for more restaurants, parks, and entertainment options, and want to make the area into a family-friendly community hub. People are overall in support of mixed-use development in the area. There were split opinions on transportation and parking options.

Taylor explained that the plan has been adjusted and fine-tuned based on these responses. The community desire for mixed-use dining and retail in the downtown area will need increased foot traffic to be viable, which is why housing is suggested to be developed in the area as well. While there is currently ample parking in the area, it isn't as convenient as residents would like. Main Street walkability was favored by the public, but engineering design and analysis will need to be utilized to balance traffic flow. Optimally, regional traffic will be redirected to other routes as development occurs. Taylor urged the Commission to remember that this is a long-term gradual plan that will allow for ongoing evaluation and adjustments as it is implemented.

Commissioner Eyre asked if there was a generally accepted definition of statistically relevant. There are generally accepted definitions and methods to determine if a survey or study is relevant. Commissioner Eyre shared his concerns over the fact that only 0.5% of Lehi was represented in the survey. Kim Struthers explained that Y2, the analytics company hired to do the study, is a reputable company that specializes in this kind of statistical analysis.

Commissioner Jones asked staff if they had enough time to look over the plan. They felt that they had.

Commissioner Jackson opened and closed public comment.

Motion: Commissioner Kunze moved to give a positive recommendation to the Lehi City Council, with the findings that the proposed Station Area Plan meets the requirements for Station Area Plan in the state code, the proposed Station Area

Plan helps Lehi City to meet one of our moderate income housing goals, the proposed Station Area Plan envisions how to make the future transit successful, while also considering the needs of vehicle and active transportation networks, and it reflects the feedback given by residents, landowners, elected officials, and city staff. She included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Roberts, yes. Commissioner Lockhart, yes. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed unanimously.

Lehi Downtown Revitalization and State Street Station Area Plan
DRC Redline Comments

Lehi City- requests review of the Lehi Downtown Revitalization and State Street Station Area Plan.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 10/07/25
Time Start: 2:34 pm
Time End: 2:35 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Does this plan account for space for utilities? This is an existing problem for development in these areas.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering:
2. This should be given several weeks to look over and make comments on.
3. Green??
4. Housing infill is only viable as far as the utilities will allow.

Luke – Traffic: No comments
Kim – Planning:
5. 100 East
6. This photo is actually from the Downtown Core District, no the transition area.
7. existing residential areas...
8. Is this where we want Multi-Family Residential?
9. This is unclear
10. Why not show all of the Project Area vs. these two windows?
11. Grade Separated
12. Of
13. Can we better define what the "green loop" is? Is it just the downtown streets?
14. Wines
15. Remove strategy 2.1.3 per input from the last joint work session with PC and CC.
16. Needs additional discussion.
17. Add more street addresses and labels (rodeo grounds, Legacy Center, City Hall, outdoor pool, for better context.
18. Move to appendix?
19. Add street address labels and other features for reference.
20. Similarly
21. This building is not located within the Light Industrial/Flex area on the map, but maybe we leave it, since it's a better example of the type of building we are OK with in those areas?
22. Residential units shown total 560, which is more than the units shown on the Future Density Map of the Land Use Element.
23. Update this map so that it matches the land uses on page 93 and 88. Some of the buildings are not shown as the same land use.

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.

THIS ITEM WILL BE BACK ON DRC FOR ADDITIONAL REVIEW. STAFF REQUESTS THAT THE PLANNING COMMISSION TABLE THIS ITEM ON THE 23RD UNTIL NOVEMBER 13TH BUT STILL GO FORWARD WITH THE PUBLIC HEARING AND POTENTIALLY LEAVE IT OPEN FOR ADDITIONAL COMMENT ON NOVEMBER 13TH.

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.

Lehi Downtown Revitalization and State Street Station Area Plan
DRC Redline Comments

Lehi City- requests review of the Lehi Downtown Revitalization and State Street Station Area Plan.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 10/28/25
Time Start: 2:16 pm
Time End: 2:17 pm

DRC REDLINE COMMENTS:

Glade – Power:

1. *Does this plan account for space for utilities? This is an existing problem for development in these areas.*
2. Provide a PUE for a new primary line and access to the existing back-lot power infrastructure.

Brad – Fiber: No comments

Garion – Fire: No comments

3. Improving emergency Access should also be a priority.

Ryan – Water/Sewer: No comments

James – Parks: No comments

4. it is usually not nearly enough to offset the costs of the structured parking itself.
5. Charge to park there? Cheap, but enough people use it that we'll make money. $5/hr and $12/day or something. Tickets like the airport that track time spent.
6. Technically they acquired 69 E in 2020 and the parcel maps shows 51 E not owned by Lehi City. So, have we officially acquired(bought it)?
7. In 2024, Lehi City acquired two residential properties at 51 E and 69 E
8. Have the picture fill the frame, to cover the gray edges.
9. Why proposed light at the round about? It would back up really fast (already does, but I could see it getting worse). No light?
10. Would it be possible to align the text with the color swatches, and then align each swatch/text with the others? And align the bottom of the images? I think it could make the layout feel more cohesive.
11. Consider aligning bottom of the picture to the bottom of the text box.
12. Consider aligning top of the picture to the top of the other pictures.
13. Would it be possible to align the text with the color swatches and the images? Align the bottom of the images?
14. Potentially add better street identification. Its hidden or hard to see. and a few more streets could be helpful.
15. There is one station within city limits, in northwest Lehi, as stated in the next sentence.
    Did they intent to refer to historical district access to a station?
16. Different wording?...and 'will' typically... or delete typically and replace with ...'shall' replace...
17. Was this meant to say rollerblading/rollerskating?
18. Why proposed light at the round about? It would back up fast (already does, but I could see it getting worse). Or no light?
19. Consider using 'c' or 'ç', to keep consistency of spelling - looks like c(facade) is mostly use on this page and page 54
20. Why quotation marks and not bullet point squares or circles?
21. Would you consider rephrasing this to 'the City' to be more specific about who they is?
22. Consider adjusting the line spacing between Point 3 and its paragraph to match the spacing of the other points?
23. Scootering or scooting(definition 1: go or leave somewhere quickly.)
    Potentially remove this word?
24. Consider aligning top of the text to the top of the picture.
25. Maybe a word more understandable for the public?
26. Would it be possible to align the text with the color swatches and the images as well? I think it could make the layout feel more cohesive.

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.

27. Consider centering the picture with the text or text with picture to keep consistent visuals. Or aligning top of the text to the pictures.
28. Center description with the correlating letter.
29. Colored as district core. is this correct? (Transition according to page 55)
30. Use this? "In which they define the historical traditional style desired on main street."
31. Delete 'well' and just end sentence.
32. Could we simplify this by using “High,” “Medium,” “Low”, and the dollar signs? The numbers make it a little harder to follow.

Gary S. – Building/Inspections: No comments

Shelbey – Public Works: No comments

Gary E. – Engineering:

33. duration restrictions.
34. 115 additional units
35. 300 residential units
36. 1,300 residential
37. 32 units per acre
38. 00 units with a density of about 7 units per acre
39. 1300 units will require substantial improvements to the utilities to support
40. Does this mean parking meters? Or what other options are there?
41. Lehi Master Plan shows an underpass here
42. Would require an underpass structure for I-15. Are there to be two underpasses for I-15?
43. If this is the Dry Creek trail, it would not be classified as an On-Street trail.
44. Car sharing? Not heard of that before. Has that been done in other cities and is it successful?
45. Would this cross section work with a relatively high speed road like State Street?
46. Who is envisioned to be responsible to maintain all the planted areas?
47. Is this area included in 1 or 3 or a transition zone like 4?
48. Identify which is the North and South side of the Main
49. Therefore, in order to encourage structured parking, the City would need to provide assistance to offset the added construction cost of structured parking less the savings in land acquisition.
50. Probably not likely to happen.
51. *This should be given several weeks to look over and make comments on.*
52. *Green??*
53. *Housing infill is only viable as far as the utilities will allow.*

Luke – Traffic: No comments

Kim – Planning:

54. Seems to be inconsistent with capitalizing Downtown Lehi. Should choose one or the other.
55. May just be me, but the hatching and shading is really difficult to see. Would recommend using different visuals to convey your idea.
56. *100 East*
57. *This photo is actually from the Downtown Core District, no the transition area.*
58. *existing residential areas...*
59. *Is this where we want Multi-Family Residential?*
60. *This is unclear*
61. *Why not show all of the Project Area vs. these two windows?*
62. *Grade Separated*
63. *Can we better define what the "green loop" is? Is it just the downtown streets?*
64. *Remove strategy 2.1.3 per input from the last joint work session with PC and CC.*
65. *Needs additional discussion.*
66. *Add more street addresses and labels (rodeo grounds, Legacy Center, City Hall, outdoor pool, for better context.*
67. *Move to appendix?*
68. *Add street address labels and other features for reference.*
69. *Similarly*
70. *This building is not located within the Light Industrial/Flex area on the map, but maybe we leave it, since it's a better example of the type of building we are OK with in those areas?*

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.

71. *Residential units shown total 560, which is more than the units shown on the Future Density Map of the Land Use Element.*
72. *Update this map so that it matches the land uses on page 93 and 88. Some of the buildings are not shown as the same land use.*

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 13, 2025 AND THE CONSULTANT WILL MAKE UPDATES BEFORE FINAL ADOPTION.

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.

This should be given several weeks to look over and make comments on.

DOWNTOWN LEHI

PIONEERING FORWARD

LEHI DOWNTOWN REVITALIZATION AND STATE STREET STATION AREA PLAN 2025 DRAFT

Acknowledgments

MAYOR

MARK JOHNSON

CITY COUNCIL

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CHRIS CONDIE
PAUL HANCOCK
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MELANIE BUSATH, SPECIAL EVENTS COORDINATOR
TODD MUNGER, ENVIRONMENTAL SUSTAINABILITY DIRECTOR

CONSULTING TEAM

LANDMARK DESIGN
TOWNSHIP + RANGE
PARAMETRIX
ZIONS PUBLIC FINANCE
ARCHITECTURAL NEXUS

Funding for this project was provided by the Mountainland Association of Governments as part of the Technical Assistance to Governments (TAG) Program.

TABLE OF CONTENTS

01 INTRODUCTION 01

02 DOWNTOWN REVITALIZATION 11

03 MAIN STREET 47

04 STATION AREA 85

05 TRANSPORTATION NETWORK 115

06 ACTION & IMPLEMENTATION PLAN 147

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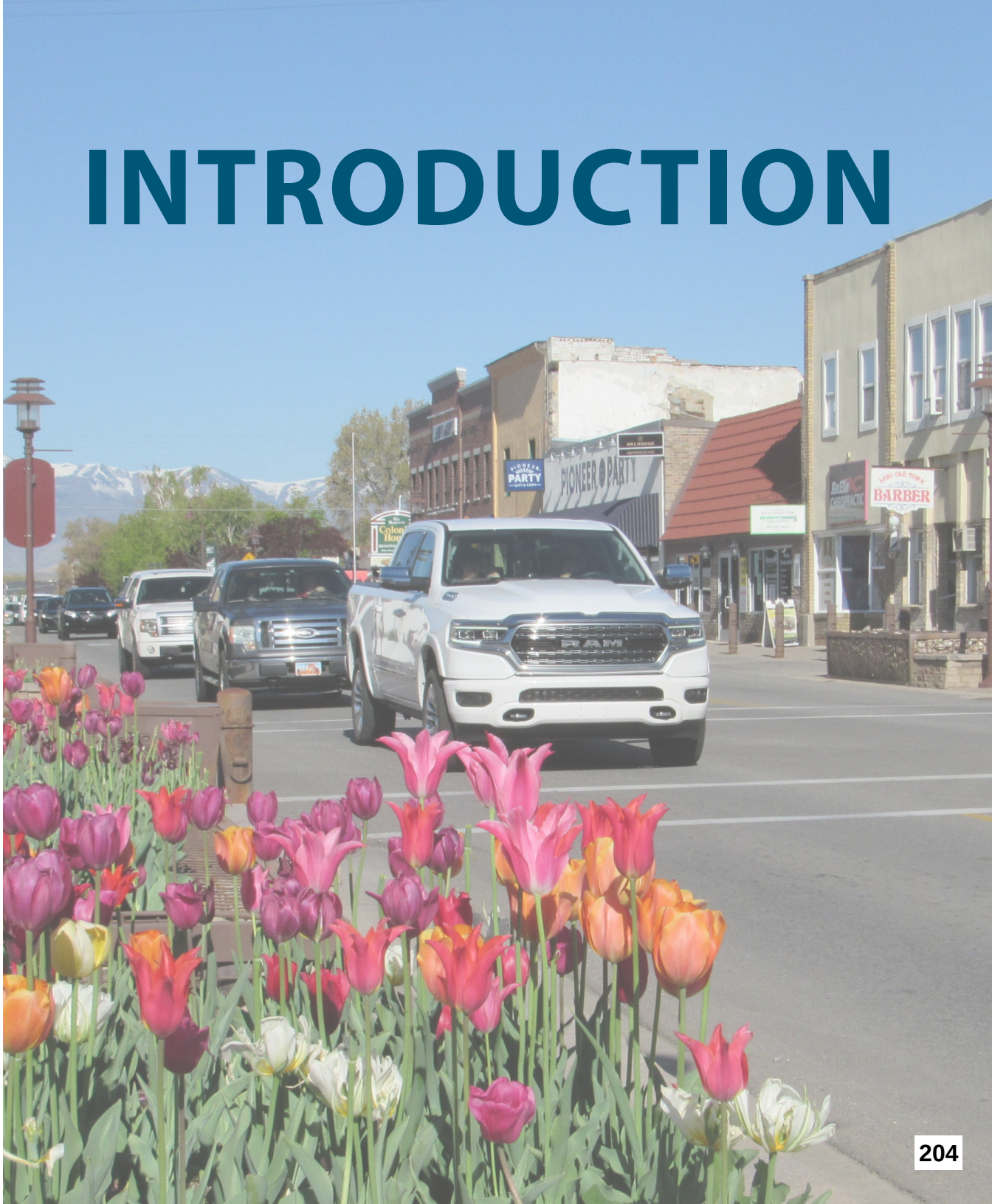
01 INTRODUCTION



Introduction

To establish a clear vision for its future, the ***Lehi Downtown Revitalization and State Street Station Area Plan 2025***, integrates community aspirations for the historic core and nearby Station Area to ensure they fulfill their vision and role as key destinations in the city. This is achieved by analyzing existing frameworks, market conditions, and socioeconomic trends as part of a community-wide visioning process. The result is a new framework plan that provides clear direction for the evolution of downtown Lehi into more unified and thriving overall downtown.

DOCUMENT OVERVIEW

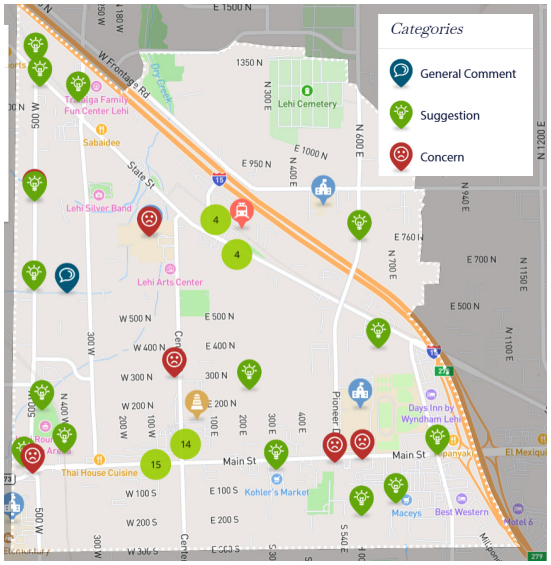
The purpose of the Lehi Downtown Revitalization Plan is to establish the vision, goals, urban design principles, and guidelines that will govern future development of Historic Main Street and the future State Street Station Area. Maps, photos, and illustrations are included to clarify ideas, principles, and projects for land uses, transportation infrastructure, architectural character, and economic development for the Downtown district and guide development over the next 10 to 20 years.

Historic Main Street

Community & Stakeholder Engagement

The public engagement process for Lehi Downtown Revitalization and Station Area Plan included:

- A statically-valid survey with 542 responses
- A public scoping meeting
- A Plan Alternatives Public Workshop
- Focus interviews with business and property owners within the project area
- A project website (including comments forms and an interactive mapping tool)
- A Technical Committee, composed of expert staff from Lehi City, UDOT, and UTA who met XX times at critical points of the planning process.
- An Advisory Committee, composed of City leadership, business community representatives, residents, and other key stakeholders who met XX times at critical points of the planning process.
- For more details, see ***Appendix B: Public Engagement Report.***



Social Pinpoint - Interactive Mapping Comments

Public Scoping Meeting

KEY TAKEAWAYS

1. Residents like the historic character of Downtown Lehi and believe preservation efforts should be prioritized over modernization.
2. Downtown is currently used primarily as a place for running errands and accessing community services like the City Hall and the library.
3. Residents want Downtown to have a family-friendly, community-centered feel, including more restaurants, green space, parking and safer streets for bikers and pedestrians.
4. Traffic flow concerns are the biggest challenge to Downtown Lehi, along with limited access to public transit, and limited parking availability.
5. A majority of residents anticipate being unlikely to use the 100 E transit station in the area's current state but could be persuaded to use it if there was adequate parking, safe pedestrian crossings, and an increase in restaurants and green spaces.

Context

HISTORIC CONTEXT

Established in 1850, Lehi is one of Utah's oldest communities, rooted in agriculture practices as demonstrated by iconic landmarks like the Lehi Rodeo Grounds and the Lehi Roller Mills, a historic flour mill that has been in operation since 1906. These places, among others, remain significant contributors to the local economy while also serving as reminders and landmarks of the of the town's agricultural beginnings.

MAIN STREET

Main Street is an east-west running roadway that extends through the study area, linking downtown Lehi to American Fork across I-15 and serving as a distinct gateway from the wider open western extents of the City. A growing number of locally owned shops, restaurants, and cafes reflect the community's entrepreneurial spirit and willingness to invest in local history and traditions that are important characteristics of one of the fastest-growing communities in the region. Visitors and residents continue to enjoy historic architecture, boutiques, and shops. They take part in seasonal events like the Lehi Roundup, which has taken place for the past 80 years and is recognized as one of the pre-eminent rodeos in Utah and the western US. Historic Main Street features 26 buildings constructed between 1850–1945 and is listed on the National Register of Historic Places, showcasing late Victorian to early 20th-century architecture. Preservation of historic structures is considered a crucial task for maintaining the character of downtown, highlighting the need for rehabilitation and ongoing maintenance.

STATE STREET

State Street slices through the eastern extents of the study area, providing a distinctly different roadway experience. The roadway emerged as part of the system, when US-89 was constructed in 1926. While most of the original uses that existed in those early years have disappeared, the construction of I-15 in the 1950s caused the district to decline from being an important center to a "backwater" business district dominated by industrial businesses, storage yards and similar highway-oriented uses. The area has managed to retain a historical pioneer cemetery and a few historic shops and boutiques within an enclave of historic buildings, although they are less well-preserved than those remaining along Main Street.

LOOKING FORWARD

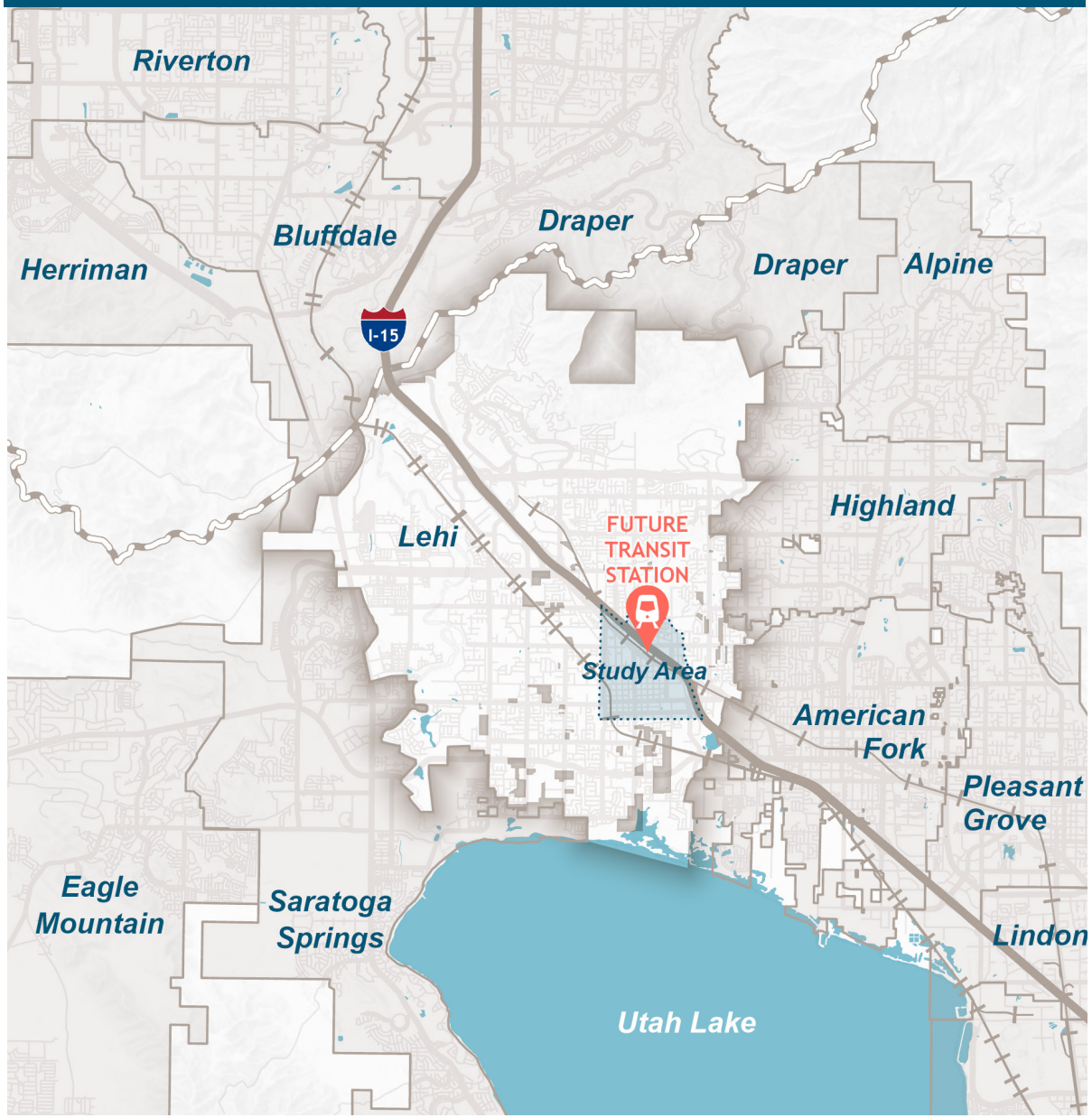
In the early 2000s, growth in Lehi began to shift to westward areas like Thanksgiving Point and Traverse Mountain, as well as toward established economic centers in American Fork. These new neighborhoods had significant negative impact on the historic downtown area, not least of which was a with a substantial increase in pass-through commuter traffic on Main Street. Despite efforts to mitigate these challenges through the establishment of regional bypass routes, Downtown Lehi has struggled to compete as an economic center. Nevertheless, Lehi City recognizes the importance of the downtown area, values its history, and remains committed to revitalizing Downtown. The area is envisioned to blend the existing small-town charm with forward-looking ideas, balancing historic preservation with sustainable development that builds upon on roots while ensuring a high quality of life for residents.

REGIONAL CONTEXT

Downtown is strategically located within a critical regional transportation junction. Lehi Main Street runs parallel to Pioneer Crossing, connecting to Interstate 15 and State Street at its eastern terminus, and linkages with Saratoga Springs and Eagle Mountain to the west. State Street, on the other hand, historically served as the primary regional highway (US-89) serving the area before I-15 was constructed, and still provides an important link between 2100 North and Interstate 15 to the north and neighboring communities such as American Fork, Pleasant Grove and Lindon to the south. The downtown area is anticipated to continue being influenced and influencing this transportation nexus in coming decades.

Historically, Downtown Lehi emerged as the center of an agricultural community, significantly influenced by landmarks such as the Lehi Roller Mills, LDS Tablernacle (former), and Lehi High School. However, the focus in recent years has shifted and is now celebrated as a cultural and historic center that fosters community identity.

Map 1: Regional Context

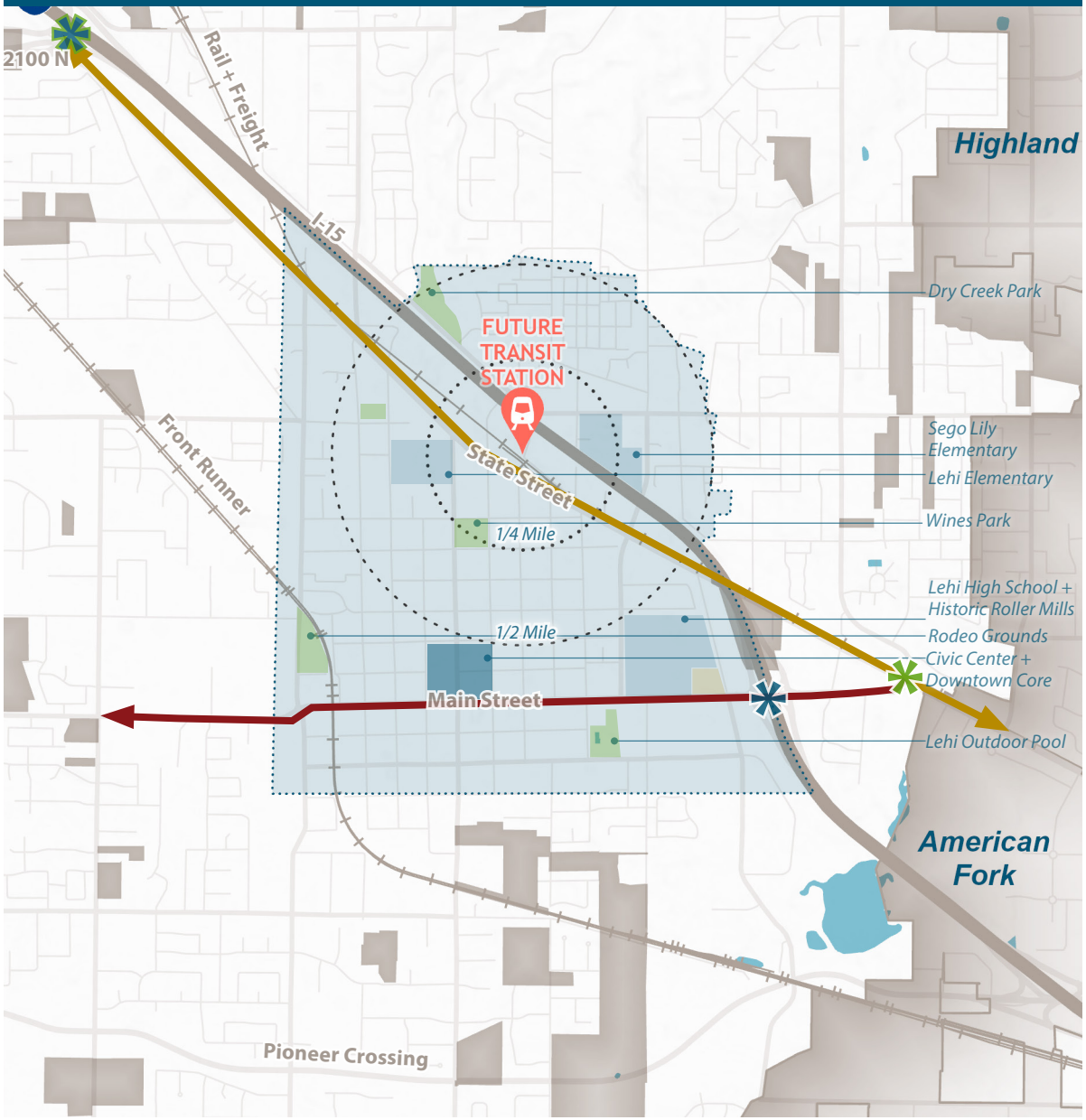


LOCAL CONTEXT

As shown in **Map 2**, Downtown Lehi is the heart of local history and culture, featuring community assets like Lehi City Hall, Lehi City Public Library, the Legacy Center (recreation center), Lehi City outdoor pool, the Lehi Rodeo Grounds, the Hutchings Museum of Natural History, Lehi High School, Lehi and Sego Lily elementary schools, and Wines Park. The economic zones along Main and State Streets enhance its role as a community hub, and have great potential to further the area's appeal as a destination.

Downtown was established on a historic grid of square blocks and wide streets, many of which have since become abruptly truncated by I-15, State Street railway lines. The freeway and railroad tracks divide the study area, creating substantial barriers and limited access points. The district is lacking in transit and active transportation facilities, including sidewalks. The decision to plan Main Street and the Station Area concurrently was not undertaken lightly, since finding solutions for both will help ensure the greater downtown area is seamlessly connected as part of a vibrant downtown area.

Map 2: Local Context



Existing Conditions Summary

In order to fully understand the potentials of this area, a detailed assessment of existing conditions was undertaken. As illustrated in Map 3, described below, and detailed in ***Appendix A: Existing Conditions Report*.**

LAND USE

Downtown Lehi features a mix of residential and commercial uses. The area is dominated by single-family residential neighborhood uses, punctuated by two distinctive commercial corridors on Main Street and State Street. Main Street is home to small-scale retail and civic spaces stretching from east to west through its historic core. Further east and west, the historic commercial feeling transitions into a blend of historic homes and contemporary vehicular+focused commercial uses. At the eastern end of the corridor, the dominance of the car is most apparent, highlighted by a much wider roads, cross sections, commercial uses with deeper setbacks, and substantial off-street parking lots.

The State Street corridor contains a mix of both commercial and industrial development. While a row of historic commercial buildings fronts the highway and a pair of landmark homes are found on the south side of the street, most of the buildings and uses along the stretch of State Street within the study area are architecturally and historically insignificant, out-of-date, aged, and prime for redevelopment.

The Lehi City General Plan establishes density caps for both the Main Street historic core and the Station Area, which limits the number of residential units that may be constructed in either area. These caps attempt to preserve the character of the area, but may actually work against the establishment of new business and transit ridership and should be re-evaluated as new development is proposed.

ENVIRONMENTAL

As a built-out area most environmental concerns have been addressed as the area was established over time. Environmental factors of current concern include the opportunities and constraints created by the presence of Dry Creek and the urban forest canopy. In particular, the 100-year floodplain near Dry Creek affects much of the northwestern part of the study area. Challenging soil conditions are also of some concern, and are likely to limit basement construction. And while existing tree canopy in the neighborhoods adds to the area's historic character and comfort, major streets have limited tree cover, which in turn limits the shade and comfort associated with an old historic district.

TRANSPORTATION

The historic street grid in Downtown Lehi enhances local connectivity but is poorly linked to the broader city, limiting access within and to Downtown. Recent redesigns have improved the downtown core, however, parking accessibility remains a concern, with nearly 97% of visitors relying on cars for accessing activities and services in the area. The transportation network features primarily two-lane neighborhood roads, but barriers like I-15 and the FrontRunner rail line hinder pedestrian and cyclist access. The lack of marked crosswalks and bicycle/pedestrian crossings further detracts from walkability in the area, highlighting the need for improved traffic calming measures and multimodal connectivity to create a vibrant downtown experience.

OPPORTUNITIES & CHALLENGES

- While Downtown Lehi includes many great businesses, it lacks strong destinations to attract visitors. There is a need for more dining, entertainment, and nightlife options.
- Existing Downtown districts may be enhanced through preservation and reinforcement of unique neighborhood characteristics.
- Market potential for targeted infill and redevelopment along Main Street & State Street, support for neighborhood-scale retail and residential uses.
- The newly established civic campus in Downtown will add community gathering spaces and stronger connections to Main Street.
- Gateways into Downtown Lehi could be strengthened to provide a sense of arrival.
- A more walkable State Street – with focus on street crossings, traffic calming, and placemaking.
- Improved bike/pedestrian connections on key streets should include traffic calming and improved infrastructure and amenities .
- Potential to activate streets by adding pedestrian amenities, relocating parking to side streets / rear of buildings.
- Access to Downtown and Historic State Street will remain challenging due to barriers (railroad tracks and I-15).
- Regional traffic significantly impacts safety and comfort along Main Street & State Street.

Map 3: Existing Conditions Cumulative Analysis

1. Areas between State Street and I-15 are generally more favorable for redevelopment within the Station Area
2. Need to improve connectivity between Downtown and neighborhoods north of I-15
3. Potential to strengthen connections between Downtown and future Station Area to create synergy
4. Grade separation of 500 E and State Street is a barrier to good circulation in the district
5. Rodeo grounds is currently an underutilized facility that could be better used to serve the Downtown community
6. Opportunity to strengthen relationship between civic district and Main Street
7. Open lots and auto-oriented commercial areas may have highest potential for development opportunity on Main Street

Preserving neighborhood character is important, but downtown should not be frozen in time. Thoughtful, incremental infill can maintain identity while allowing for appropriate evolution.

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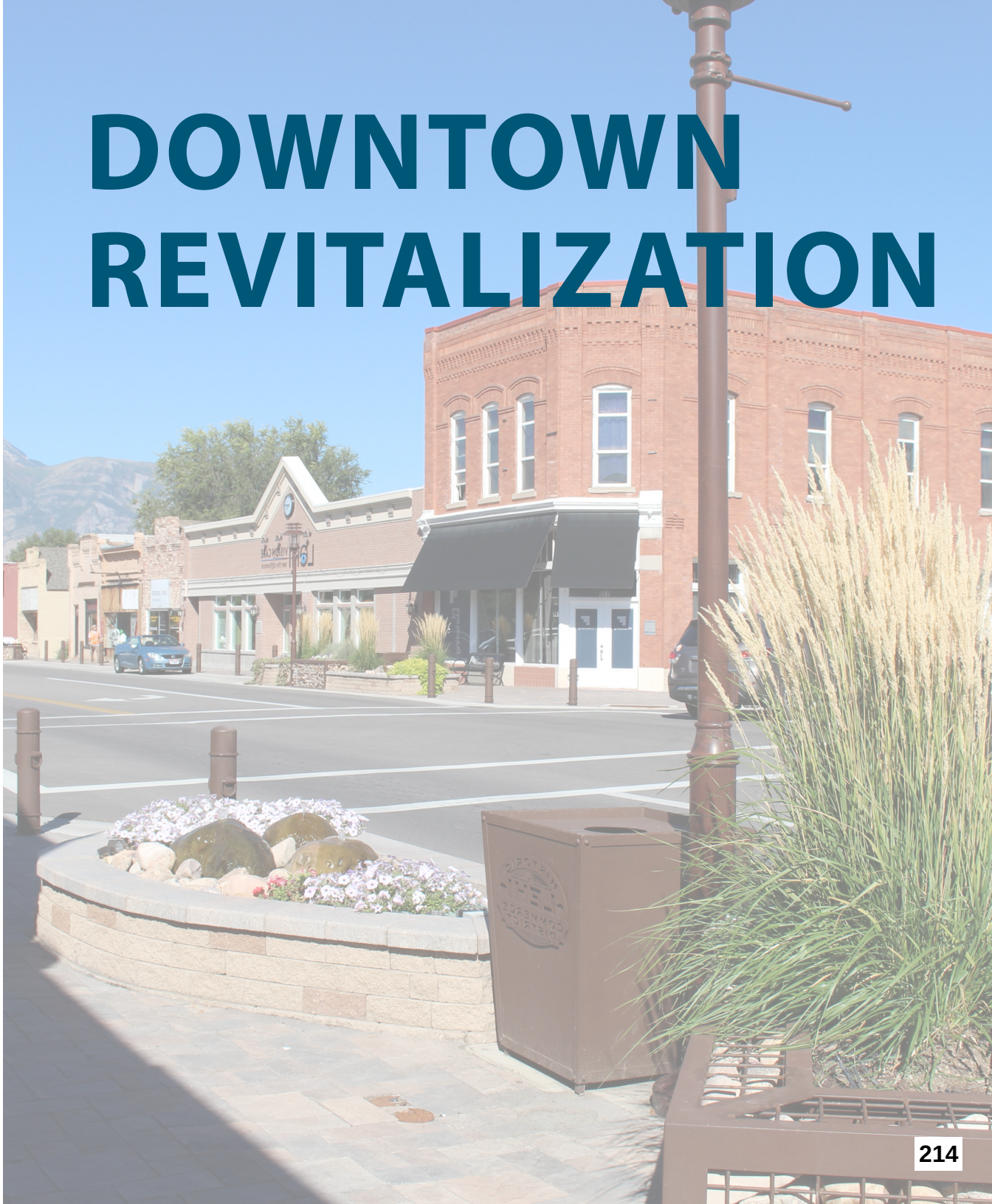
02

DOWNTOWN REVITALIZATION



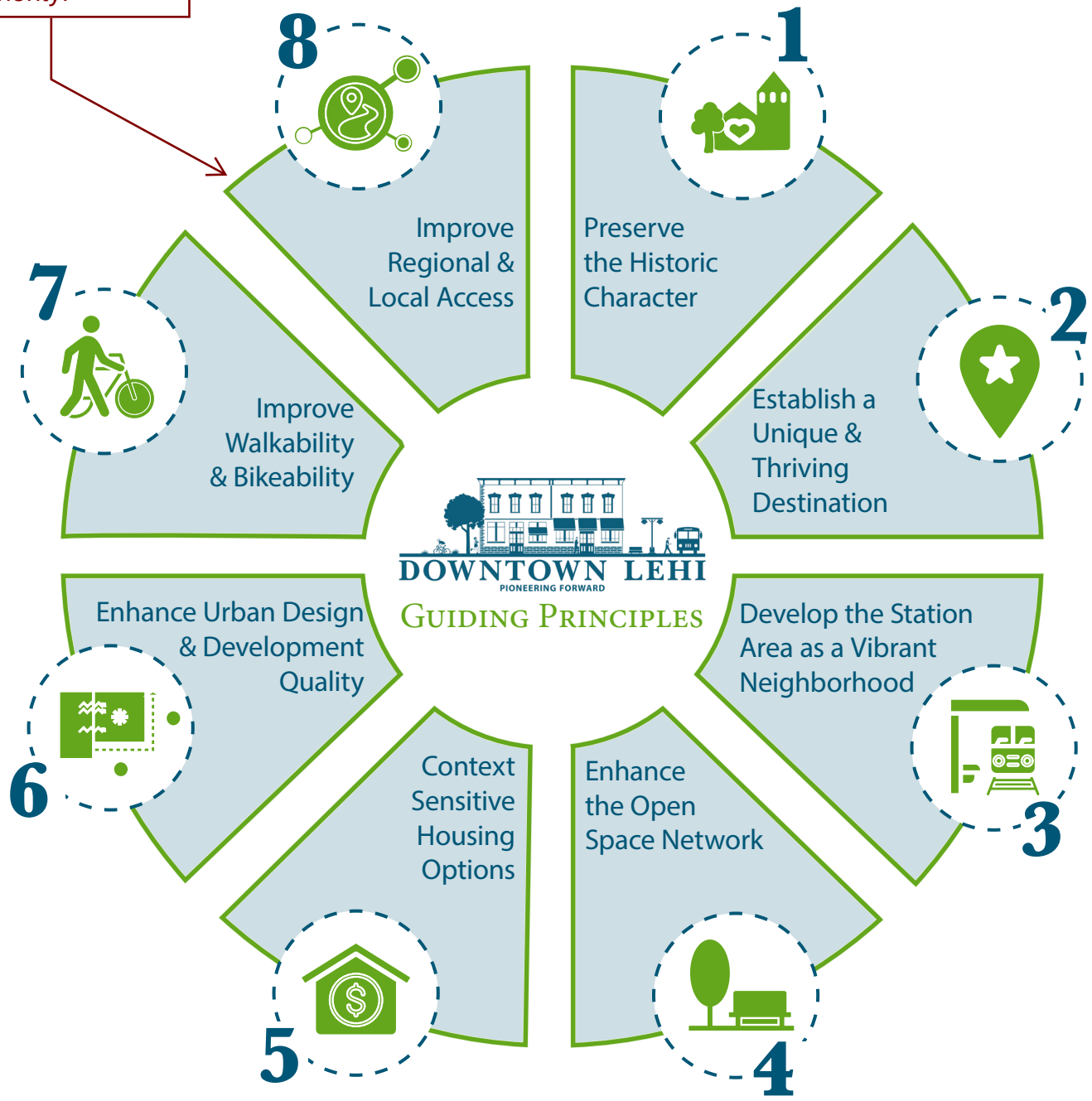
DOWNTOWN VISION

Downtown Lehi is a vibrant, diverse hub for community life and economic activity that is centered in its historic charm and family-friendly, small-town vibes.

We aim to cultivate a thriving downtown that offers enriching experiences, a variety of lifestyle options, and seamless connectivity for residents and visitors alike.

8 Guiding Principles...

Improving emergency Access should also be a priority.



Lehi Downtown Guiding Principles

1 PRESERVE THE HISTORIC CHARACTER OF DOWNTOWN LEHI

- Prioritize the preservation of Downtown Lehi's historic buildings and character.
- Enhance civic and governmental services and other functions that attract people to the area.
- Encourage new infill development that is aligned with the existing scale and historic character.

2 ESTABLISH DOWNTOWN LEHI AS A UNIQUE & THRIVING DESTINATION

- Establish Downtown Lehi as a diverse community destination with dining, entertainment, nightlife, and recreation options.
- Foster a business environment that supports Downtown Lehi as a vibrant and dynamic destination.
- Integrate Main Street and the station area as part of a cohesive Downtown Lehi district.

3 DEVELOP THE 100 EAST / STATE STREET STATION AREA AS A VIBRANT NEIGHBORHOOD

- Create a mixed-use neighborhood around the 100 East/State Street Station, with a range of housing, commercial, and employment uses that are well-connected to each other and transit.
- Leverage station development to help establish State Street as a more significant feature of Downtown Lehi.
- Clean up and redevelop fatigued or underutilized portions of State Street.

4 ENHANCE THE OPEN SPACE NETWORK OF DOWNTOWN LEHI

- Create public and private gathering spaces for community interaction and recreation.
- Develop walkable and bikeable greenways and trails along key streets and corridors.
- Transform underutilized sites, waterways and overlooked green infrastructure to enhance the open space and park opportunities in Downtown Lehi.

5 PROVIDE AFFORDABLE HOUSING OPTIONS THAT MATCH THE SCALE AND HISTORIC INTEGRITY OF THE AREA

- Increase the availability and affordability of housing that is suitable for a variety of lifestyles, ages, affordability levels, homeownership, and design options.
- Develop Accessory Dwellling Units (ADUs), "missing middle" and similar housing opportunities Downtown to help support the unique character and vibe of Downtown Lehi.

6 ENHANCE URBAN DESIGN AND DEVELOPMENT QUALITY THROUGHOUT DOWNTOWN LEHI

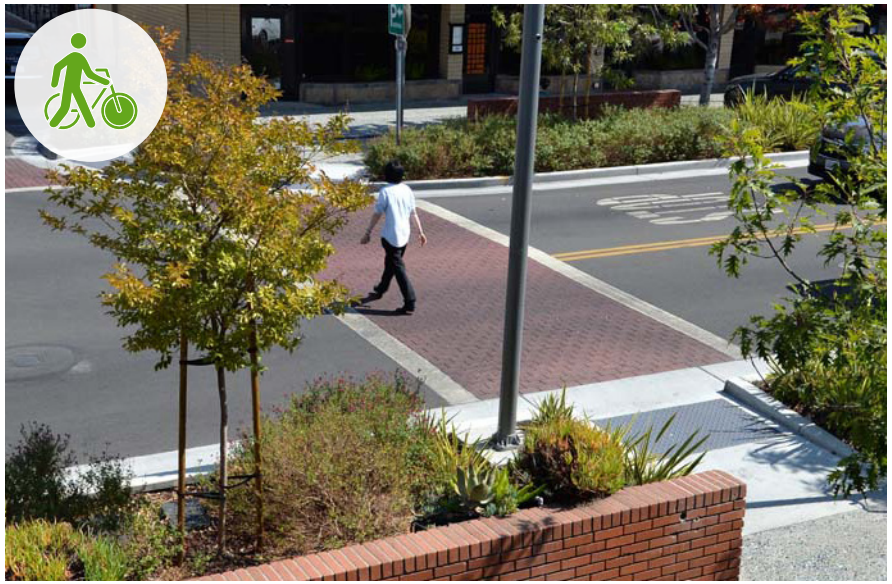
- Create a stronger sense of place by incorporating distinctive urban design elements, including gateways, signage, public art, street trees, and site furnishings.
- Focus on high-quality improvements and complimentary architecture.
- Create and enhance public gathering areas that will serve as catalysts for new quality development.

7 IMPROVE WALKABILITY AND BIKEABILITY IN DOWNTOWN LEHI

- Invest in pedestrian and cyclist infrastructure and amenities that will promote walking and biking and reduce auto-dependence.
- Prioritize traffic calming measures on Main Street, State Street and other key corridors as part of enhancing safe travel in the neighborhood.
- Balance east/west traffic flow with the desire to enhance downtown as a premier walking and biking district.

8 IMPROVE ACCESS TO DOWNTOWN FOR THE COMMUNITY AND REGION

- Improve connectivity between Downtown Lehi and its adjacent neighborhoods and communities by developing a priority network of active transportation facilities and amenities.
- Ensure that parking in Downtown Lehi and the station area promote more visits by residents and visitors.



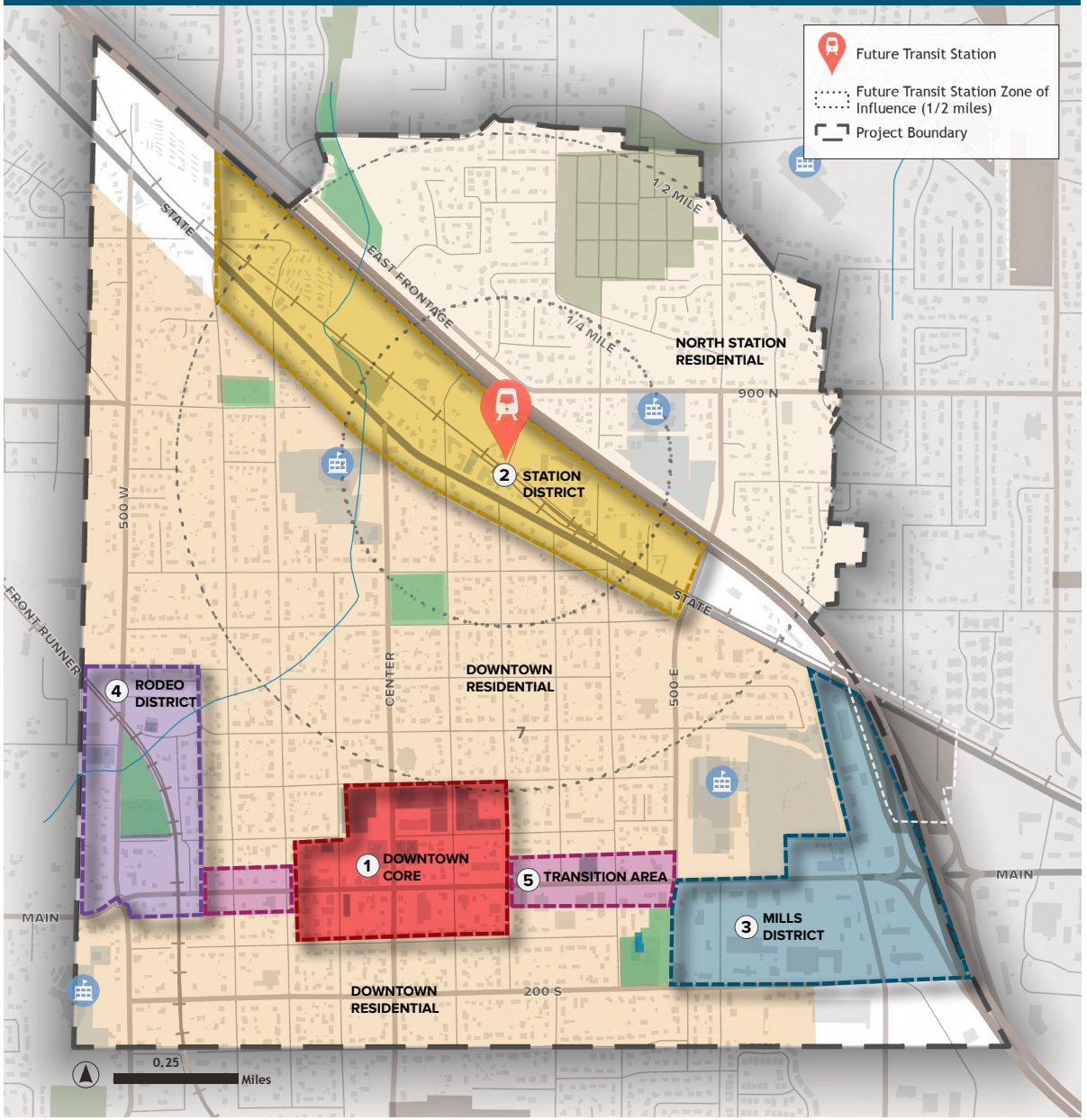
Downtown Area Districts

This plan focuses on revitalizing four key districts within Downtown Lehi: **the Downtown Core, Station District, Mills District, and Rodeo District** (see **Map 4**). Each district has its own distinct character shaped by its setting and land uses. Existing single-family residential areas are envisioned to remain largely unchanged. Recommendations for the Downtown Core, Mills, and Rodeo districts are detailed in Chapter 3, while the Station District is addressed in Chapter 4.

The following Districts will be discussed more in the subsequent pages.

1. Downtown Core
2. Station District
3. Mills District
4. Rodeo District
5. Transition Area

Map 4: Districts in Downtown Lehi

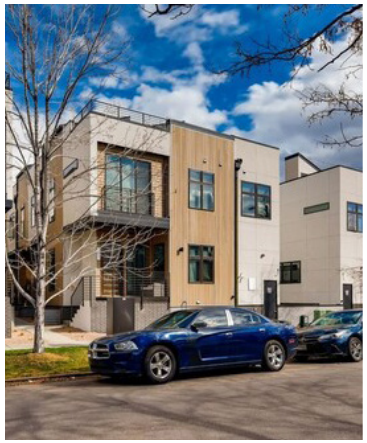


1 DOWNTOWN CORE

The Downtown Core is the historical heart of Lehi. This area most clearly captures the historic nature of Downtown, featuring a blend of shops, restaurants, and community spaces, fostering an atmosphere of engagement and interaction. The Core is designed to promote historic preservation and infill, encourage walkability and gathering, and serve as an inviting destination for both residents and visitors.

2 STATION DISTRICT

The 100 South / State Street Station District serves as a vibrant new district in Lehi, centered around the future transit station. This mixed-use hub embraces industrial-chic character, drawing inspiration from its industrial heritage while blending residential, office, retail, incubator/ startups, and public spaces in a dynamic environment where residents and visitors can work, live, and socialize. The district's proximity to public transit enhances its appeal, encouraging a walkable lifestyle.



3 MILLS DISTRICT

The Mills District, named for the Lehi Roller Mills, is positioned as the gateway to Downtown Lehi, featuring a transformed neighborhood that blends retail and residential uses. This existing suburban commercial center should evolve into a new mixed-use development, benefiting from its prime location adjacent to the freeway exit. The vision for this district is to strengthen the identity of the city while creating a seamless, inviting transition into the Downtown area.

4 RODEO DISTRICT

The Rodeo District centers on the Lehi Rodeo Grounds and the desire to revitalize this space by providing supporting uses and more diverse housing options in a community-oriented setting. With a revitalized rodeo arena, adjacent open spaces, complimentary shops and restaurants, and infill housing, this node will continue to serve as a key cultural destination for years to come.

existing residential areas...

5 TRANSITION AREAS

Transition areas serve as buffers between primary districts. These areas are intended to retain their existing form and uses, but may facilitate a gradual shift in land use, incorporating mixed residential and commercial options that maintain community character while promoting growth and connectivity.

RESIDENTIAL, DOWNTOWN & NORTH STATION

The neighborhoods of Old Lehi include both Downtown and North Station, offering a mix of the city's oldest and newer homes. These communities feature schools, parks, and amenities like the Lehi City Outdoor Pool. Downtown's walkable layout supports engagement with nearby businesses, while North Station faces access challenges due to the freeway. Future changes will focus on modest infill, improved connectivity, and enhanced greenways and transportation options.

Consider aligning top of the picture to the top of the other pictures.

This photo is actually from the Downtown Core District, no the transition area.

Future Land Use

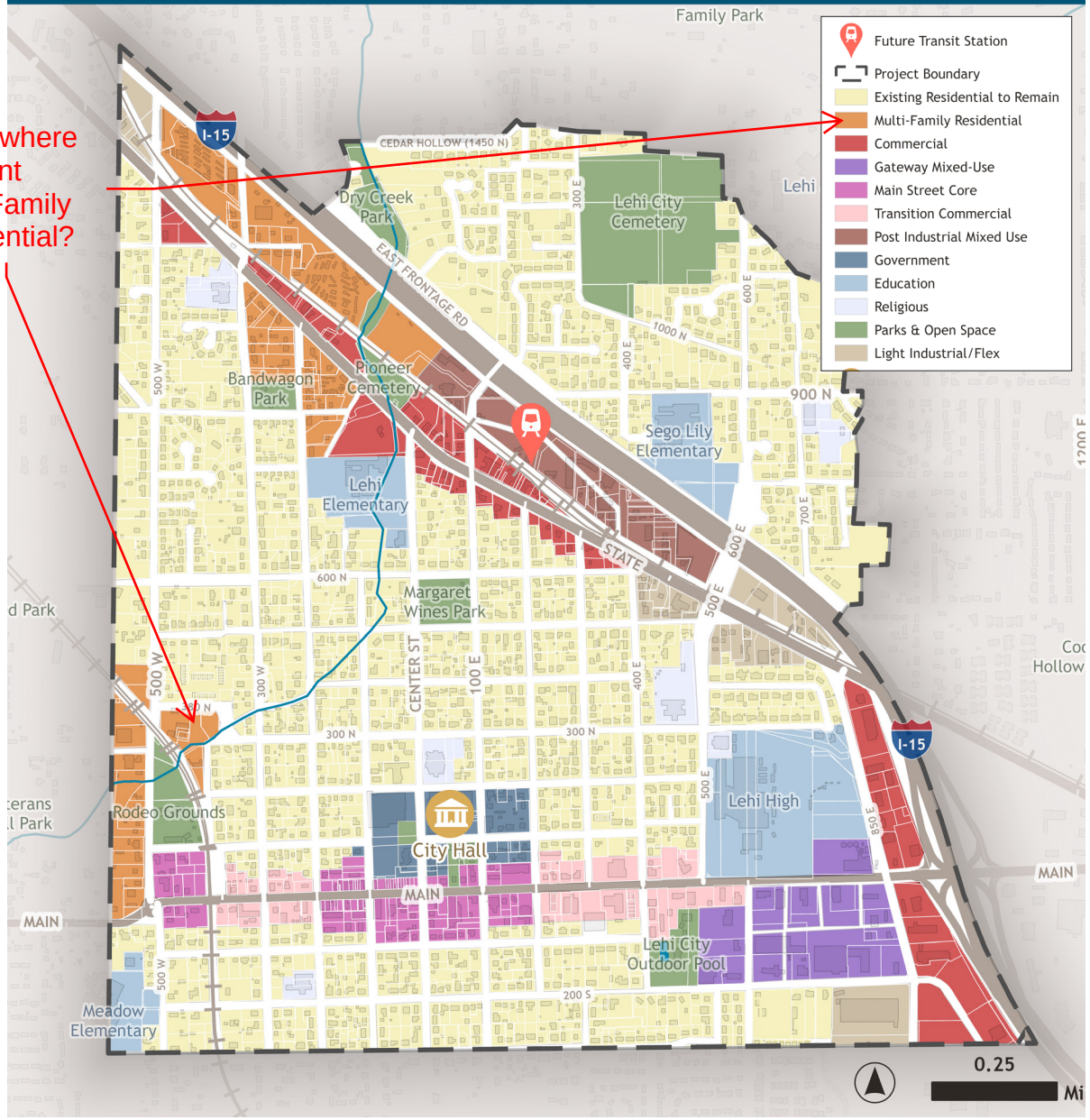
OVERVIEW

Downtown Lehi is a diverse area of the city, featuring a variety of land uses. A balance of historic preservation with incremental growth will create new opportunities for Downtown activity, preserving the legacy of the area while promoting vitality and fostering reinvestment. Complementary adaptive reuse and mixed-use projects can achieve this goal, and can be developed as either horizontal mixed-use projects (a variety of single use buildings) or vertical mixed use projects (multiple uses within individual buildings). The envisioned land use categories are seen in **Map 5:** Future Land Use Map and explored in further detail in Chapters 3 and 4.

INTENT

To foster a vibrant, integrated downtown by encouraging a mix of land uses that connect existing neighborhoods with new development - especially in the Lehi Downtown Core and Station Districts, where the most future growth is anticipated and which will be the focus of the following sections.

Map 5: Future Land Use - Downtown Area



Transportation

OVERVIEW

Transportation in Downtown Lehi is changing. Main Street, once the primary route through Downtown Lehi and for accessing communities to the east and west of it, now competes with more convenient and appealing east-west alternatives, with additional routes planned.

Private vehicles are currently the primary mode of transportation to and within Downtown, a new focus must be placed on alternative transportation options with improved comfort, convenience, and appeal. The goal is to balance vehicle access with greater mobility and thus encourage residents to explore different transportation choices.

INTENT

Transportation enhancements in Downtown Lehi should provide accessible, comfortable transportation options that complement vehicle access. By promoting multi-modal transportation, Downtown Lehi can become a destination that serves all people regardless of travel choice.

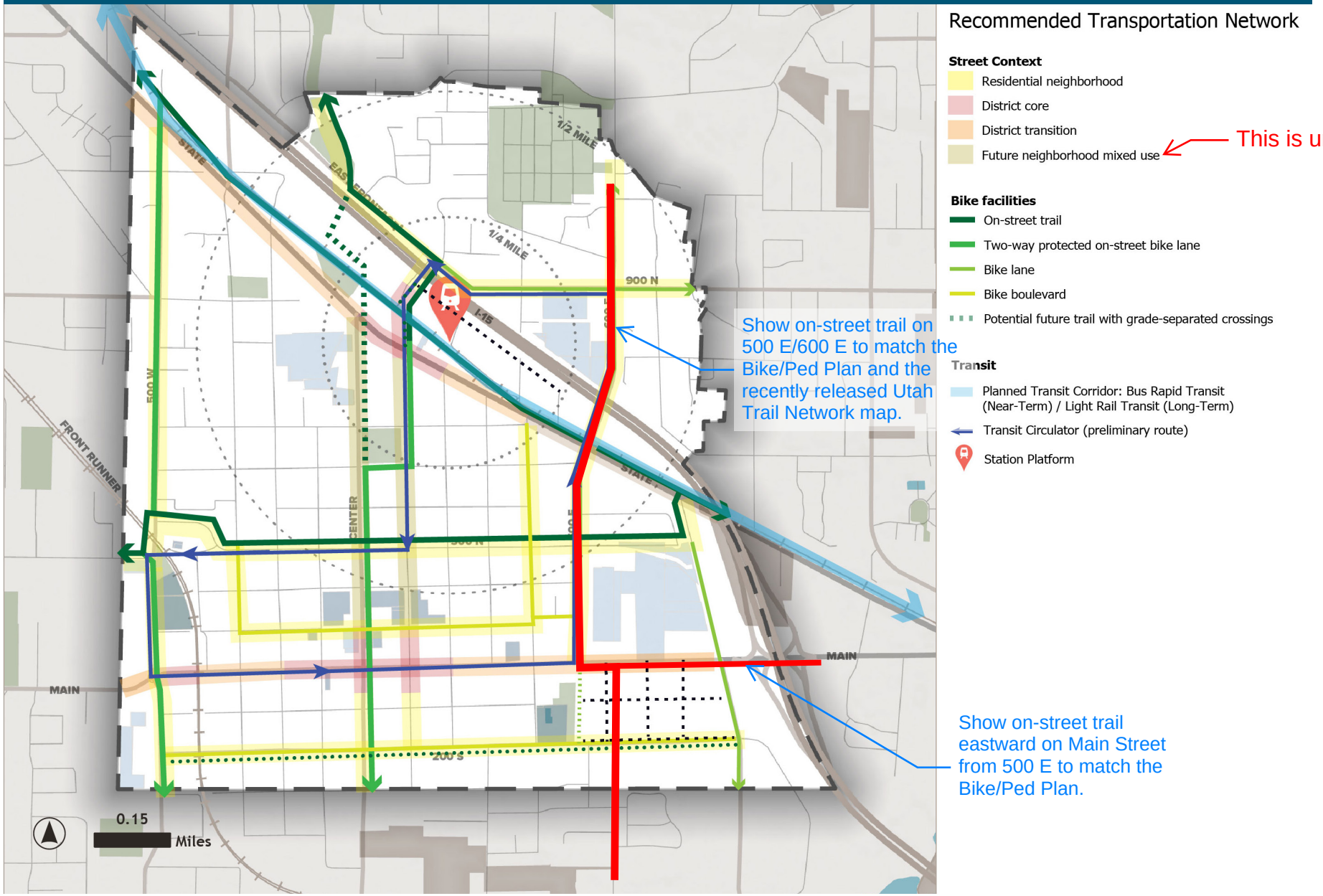
Transportation Types

The transportation ideas shown in this plan are conceptual, with the general intent for each defined and illustrated in the pages that follow. The specific intent and application can be found in Chapter 5 (Transportation). Note that while the priority network identified in this plan integrates some of the ideas from the City's Transportation Master Plan and Bicycle and Pedestrian Plan, not every project from those plans is illustrated herein and they should still be adhered to.

The envisioned transportation categories shown in **Map 6: Recommended Transportation Network - Downtown** include**:**

- Corridor Land Use Context
- Street Network Elements
- Bike Facilities
- Crossings
- Transit
- Parking

Map 6: Recommended Transportation Network - Downtown



Historic Preservation

MAIN STREET

The historic center of Downtown Lehi still retains much of its built heritage, contributing positively to the character and charm of this part of town. However, many existing buildings were noted to be in various states of repair and use. Adaptive re-use, as well as maintenance and repair of existing buildings would go a long way towards making Downtown lehi a more inviting and thriving commercial area of the city. Infill of empty lots or parking lots with appropriately scaled and context-inspired structures, especially along the south side of Main Street, would also enhance the walkability and quality of the downtown environment.

Capitalize Lehi

Green??

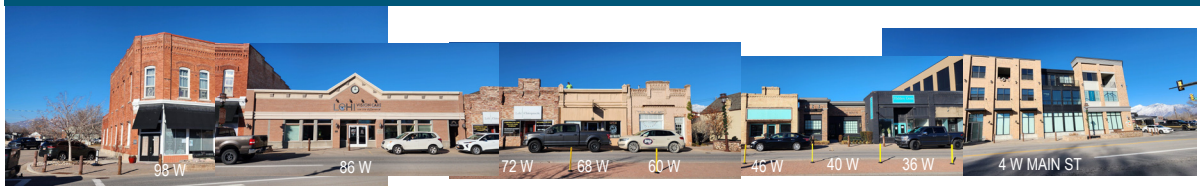
Analysis and Recommendations:

- Contributing buildings (shown in solid black shading in **Figure 1** below) should be preserved.
- Non-contributing or out of period buildings (shown with diagonal shading and no shading in **Figure 1**) should also be preserved and maintained as much as possible, as they enhance the neighborhood experience.
- Building replacements of non-contributing and out of period structures and new buildings should follow similar development patterns and building heights with additional density located near street corners.
- Zero lot lines should be maintained and replicated in order to preserve neighborhood character, and existing setbacks should be matched by new structures.

Figure 1: Lehi Main Street Historic District Building Patterns

May just be me, but the hatching and shading is really difficult to see. Would recommend using different visuals to convey your idea.

Figure 2: Existing Elevation Conditions Along Main Street



ELEVATION A - NORTH SIDE OF MAIN STREET BETWEEN CENTER STREET AND 100 W STREET

ELEVATION B - NORTH SIDE OF MAIN STREET BETWEEN 100 W STREET AND 200 W STREET

ELEVATION A - SOUTH SIDE OF MAIN STREET BETWEEN 100 W STREET AND 200 W STREET

ELEVATION A - SOUTH SIDE OF MAIN STREET BETWEEN CENTER STREET AND 100 W STREET

- The opening pattern of larger, vertically oriented openings on the ground floor, and smaller, repeating openings on the upper floors should be maintained as well.
- Many of the existing buildings contain an odd number of bays (one or three or five), with the main entrance centered on the building, or on the corner in the cross street conditions, and should also be replicated as appropriate in proposed new buildings.

STATE STREET AND SURROUNDING AREA

A mixture of architectural styles is represented in these structures, with Victorian eclectic being popular for both commercial and residential buildings, together with other classical revival styles, such as English Tudor and Italianate. For residential structures, the Prairie School Bungalow is also represented, as is Spanish Colonial revival for some of the institutional buildings. Most historic structures are one to two stories high.

Analysis and Recommendations:

- The few significant and contributing historic structures which remain should be preserved
- New and infill structures should follow the existing pattern of development of the neighborhood, and their style should reflect a modern interpretation of existing styles
- Similarly to the recommendations above, the scale and massing and siting should follow existing development patterns
- Opening pattern, entry location and sizing, and scale and location of ornamentation should similarly be inspired by existing conditions, with the understanding that a contemporary interpretation is appropriate.

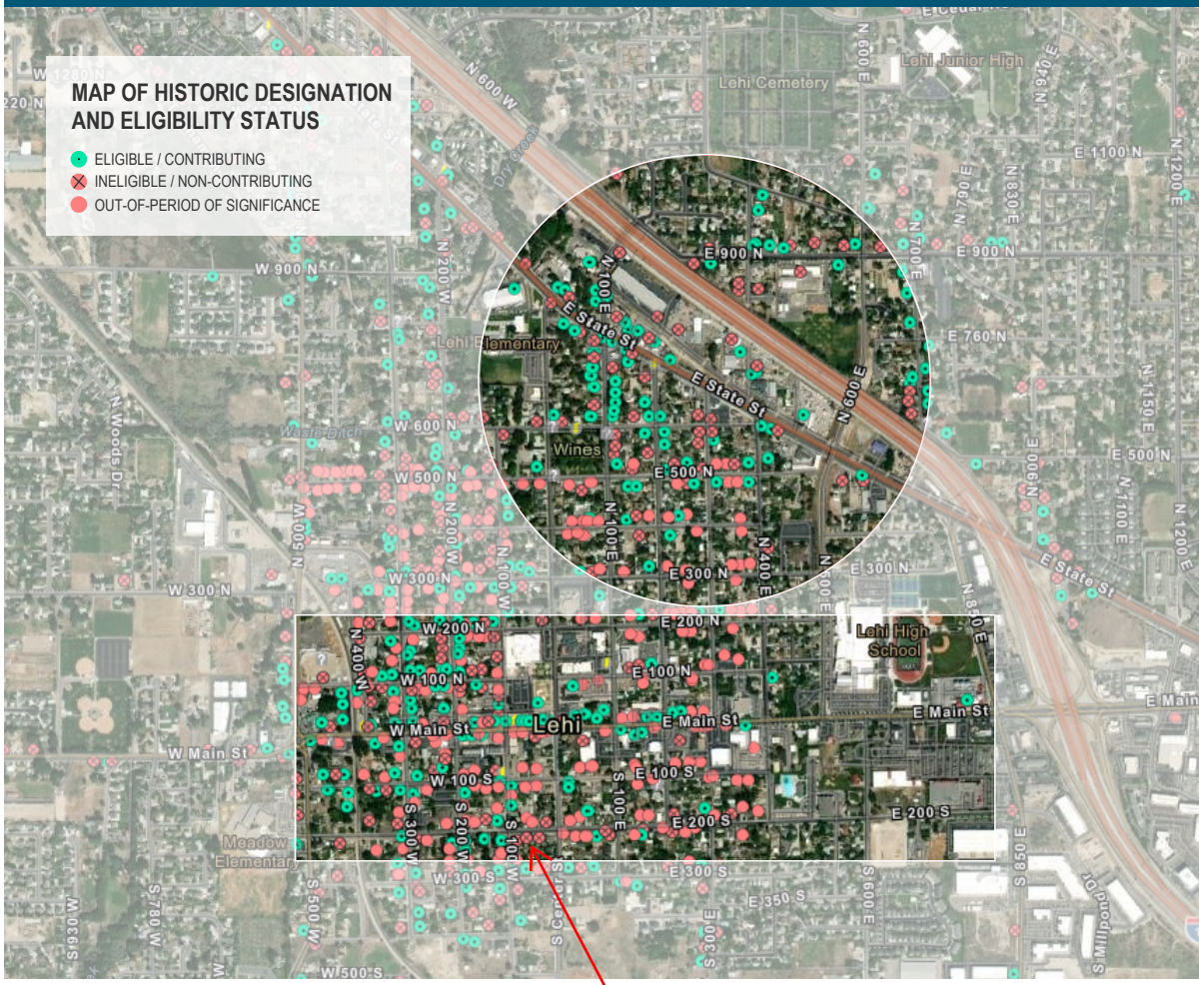
SURROUNDING RESIDENTIAL AREA

The 60-block downtown area is a mixture of historic and contemporary buildings, forming a vital, vibrant, and desirable neighborhood. In this immediate area there are nearly 500 structures, most residential. Nearly 50% of these buildings are at least 50 years old, and many date back to the 19th century, making them eligible as contributing historic structures.

Analysis and Recommendations:

- Eligible and contributing buildings should be preserved and reused to the greatest extent possible.
- Ineligible, non-contributing or out of period of significance buildings should be preserved wherever possible in order to maintain the development pattern and neighborhood quality.
- Where replacement is necessary, the pattern and scale of development should be based on the eligible and contributing structures, including
  - footprint of structure,
  - location of structure on site,
  - height and scale of building,
  - entrance location and
  - pedestrian and vehicular circulation patterns.

Figure 3: Historic Designation And Eligibility Status Of Structures In Project Area



Source: State Historic Preservation Office SHPO, Historic Utah Buildings, https://shpo.utah.gov

Why not show all of the Project Area vs. these two windows?

Downtown Housing

OVERVIEW

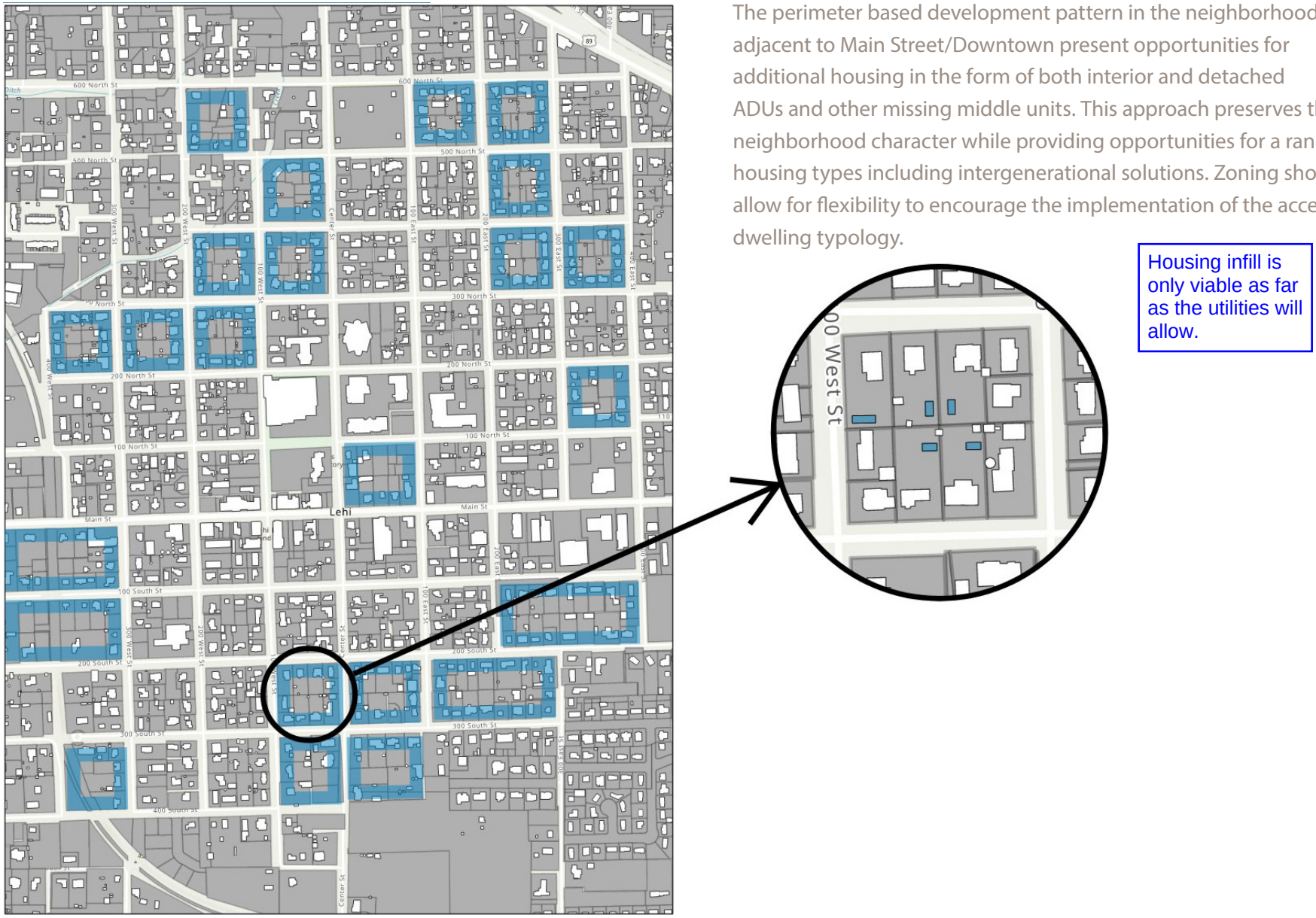
Downtown Lehi's historic character is defined by a predominance of single-family homes, small-scale businesses, and civic landmarks. However, with regional growth accelerating and transit investments on the horizon, the area is uniquely positioned to support thoughtful residential infill. Introducing a range of context-sensitive, small-scale housing options will enhance downtown's vitality, support local businesses, and maintain the community's historic charm while incrementally accommodating future needs.

INTENT

To create a vibrant, livable downtown that offers a variety of housing choices for all ages and incomes. By encouraging incremental infill, promoting mixed-use development, leveraging transit investments, and maintaining the historic character of existing neighborhoods, the City aims to foster a thriving community at all times in downtown Lehi.

Seems to be inconsistent with capitalizing Downtown Lehi. Should choose one or the other.

HOUSING INFILL



The perimeter based development pattern in the neighborhoods adjacent to Main Street/Downtown present opportunities for additional housing in the form of both interior and detached ADUs and other missing middle units. This approach preserves the neighborhood character while providing opportunities for a range of housing types including intergenerational solutions. Zoning should allow for flexibility to encourage the implementation of the accessory dwelling typology.

Housing infill is only viable as far as the utilities will allow.

HOUSING RECOMMENDATIONS

1. **Encourage Context-Sensitive Infill Housing**
    - Promote **small-scale multifamily** "missing middle" housing types (duplexes, triplexes, fourplexes, cottage courts, and townhomes) that blend with existing single-family homes. This may require examination and adjustment of the Downtown Spacing Overlay.
    - Expand options and/or remove barriers for **Accessory Dwelling Units (ADUs)** within existing lots to gently increase density without altering neighborhood character.

2. **Focus New Housing Around Key Nodes**
    - **Prioritize higher-density residential** near Main Street anchors (e.g., near Historic Core, City offices, rodeo grounds, Lehi Roller Mills).
    - **Cluster new mixed-use buildings** (ground floor retail, upper floor housing) in blocks identified as having lower improvement values (especially the south station area and parts of the downtown core).

3. **Modify Existing Zoning**
    - Either **rezone** or create a **special zoning overlay** for the Downtown residential area that permits:
        - A greater quantity of missing middle residential infill units in the aforementioned types (e.g., allow for more than only single-family or duplex per current zoning)
        - Flexible parking standards (e.g., reduced ratios especially near Main Street and the Station Area).

4. **Leverage Existing and Future Transit Investments**
    - Maximize residential development near the **Station Area** and connect it better to Main Street. Consider removing or amending the residential unit cap to increase this area and work with developers to upsize utilities as required.

5. **Introduce Financial Incentives for Housing Redevelopment**
    - Create a **Community Reinvestment Area (CRA)** downtown to capture tax increment and reinvest it into housing infrastructure.
    - Use r**emaining funds from the expiring Economic Development Areas (EDA)** (e.g., Alpine Highway and Thanksgiving Park) to support affordable downtown housing.

6. **Build "Pioneer" Housing Projects to Set a Model**
    - Support **initial mixed-use projects** (with city or partner investment) to demonstrate that higher-density, walkable residential living fits and succeeds downtown.

Open Space Network

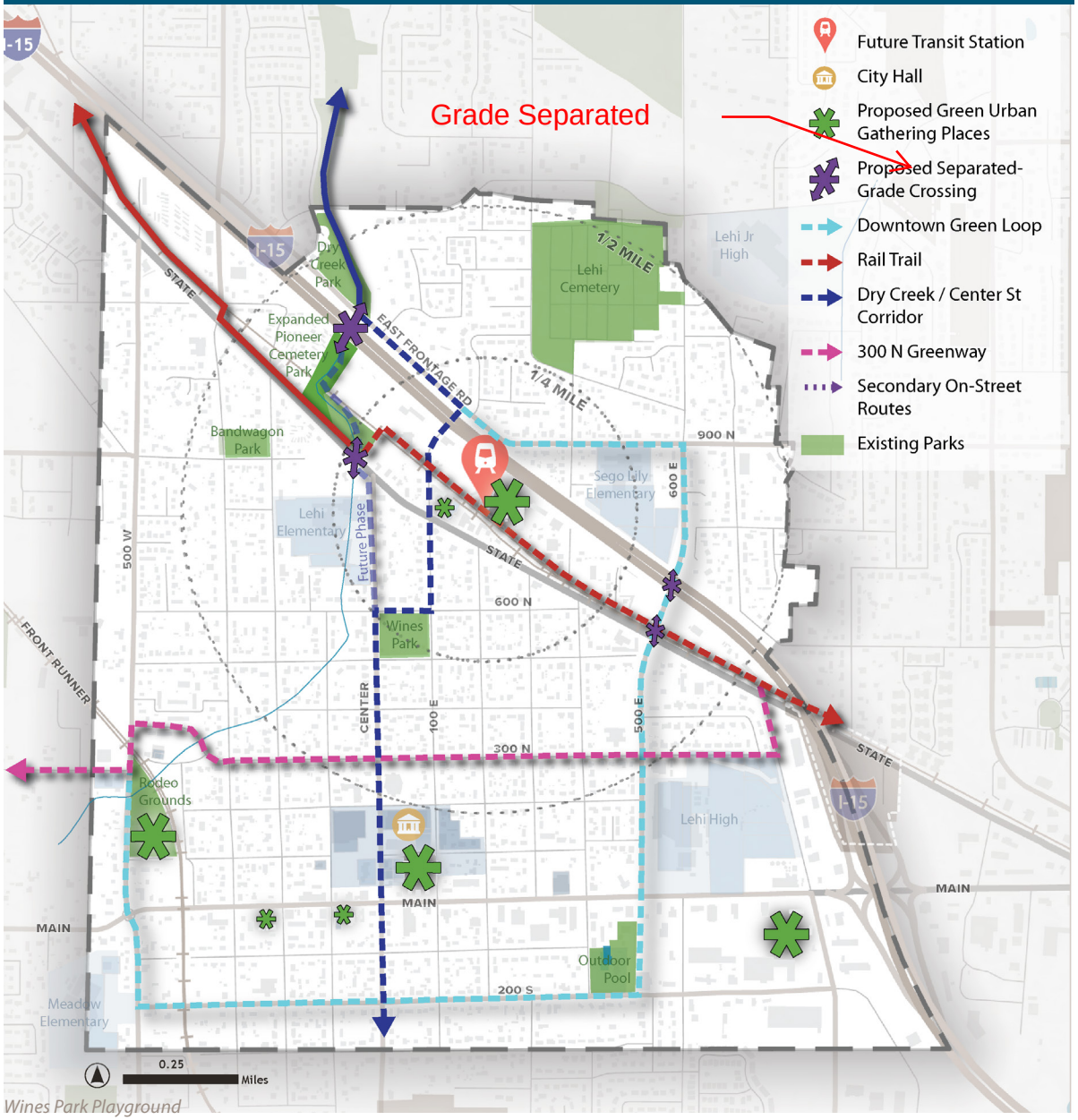
OVERVIEW

As part of establishing the Lehi Downtown Area as a livable urban neighborhood, a high-quality, comprehensive open space network is essential. Public open space provides areas for recreation, gathering, and community celebration. Downtown Lehi will provide a variety of open space types to meet the needs of the various residents and visitors of each district and the area as a whole, ranging in size, scale, and function (**Map 7**). Both public and semi-public spaces contribute to the establishment of a unique and specific experience that complements business and civic uses.

INTENT

To create a comprehensive open space network that provides a unique yet unified system of parks and open spaces throughout the neighborhood. This network is strengthened with a system interconnected, amenity-rich trails and greenways that form a Downtown "Green Loop" and connect to other key corridors across the city and region.

Map 7: Green Network - Downtown



Wines Park Playground

Open Space Types

The open spaces shown in this plan are conceptual, with the general intent for each defined and illustrated in the pages that follow. The specific intent and application are defined by district and can be found in Chapters 3 (Main Street) and 4 (Station Area).

The following open space types are outlined in this document:

- Existing City Parks
- Pocket Parks/Plazas
- District Squares
- Greenways

Design Guidelines

- The open space network should provide a variety of open space types that complement one another.
- The open spaces should be integrated into the urban form of the neighborhood.
- Buildings should frame open spaces in a deliberate manner, rather than open spaces just being developed in the "leftover" spaces.
- The design and programming of each open space should reflect a high-quality aesthetic and meet community needs and desires to provide an experience and aesthetic that fits the current day.
- Streets should be considered part of the open space network and should be designed in a pedestrian-friendly manner that promotes comfort, safety, and provides places to stop and linger.
- Low Impact Design (LID) stormwater infrastructure systems and ideas should be incorporated into the open space system.
- Buildings and respective land uses should work together with adjacent open space to provide uses that complement each other.

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CITY PARKS

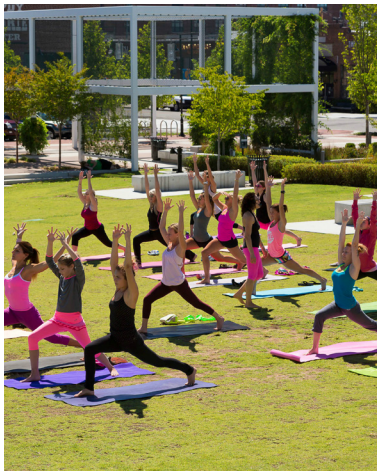
Intent

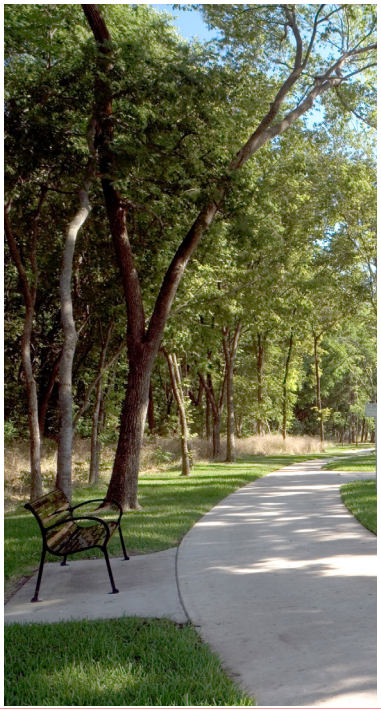
To maintain and improve existing downtown parks. These spaces serve as informal "backyards" for residents, offering a place to relax, play, and gather, while also providing visitors with a welcoming environment in the heart of the city.

Features + Elements

The **Park** open space type should include:

- Children's playground, splash pad, and/or other play elements
- All ages play elements such as ping pong, pickleball, bocce, etc.
- Flexible lawn areas for informal active and passive recreation
- Pathway loops for exercise





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POCKET PARKS/PLAZAS

Intent

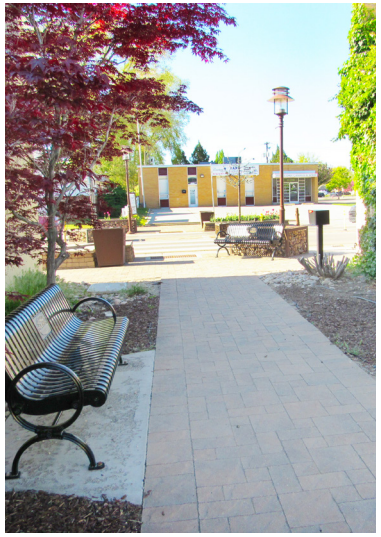
To provide smaller parks and plazas on irregular, vacant parcels throughout the Downtown Core and Station Area districts. These spaces act as extensions of the streetscape and buildings, adding amenities that humanize, activate, and enhance the urban environment.

Features + Elements

The **Pocket Park / Plaza** open space type should include:

- Seating (fixed or movable)
- Interesting landscape design elements such as pavers, raised planters, or other features
- Landscape features that reinforce the neighborhood/district theme
- Outdoor dining seating (if applicable)
- Green space/planting to soften the urban environment, especially trees

Why quotation marks and not bullet point squares or circles?



DISTRICT SQUARES

Intent

These provide central open space of at least 1-acre in extent that are located in a highly visible area in the heart of the district. These park types should be the primary gathering place for civic and social purposes and should function as the "living room" for the neighborhood and be recognized as an iconic destination. Within the Downtown Core, the District Square will be a part of the civic center campus. The District Square in the Station District should be adjacent to the platform.

Features + Elements

The **District Square** open space type should include:

- A strong image and identity that helps define the image of the district
- Framed by buildings with active ground floor uses that promote activity on the square
- Iconic landscape features and public art
- Flexible open gathering space for events

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GREENWAYS

Intent

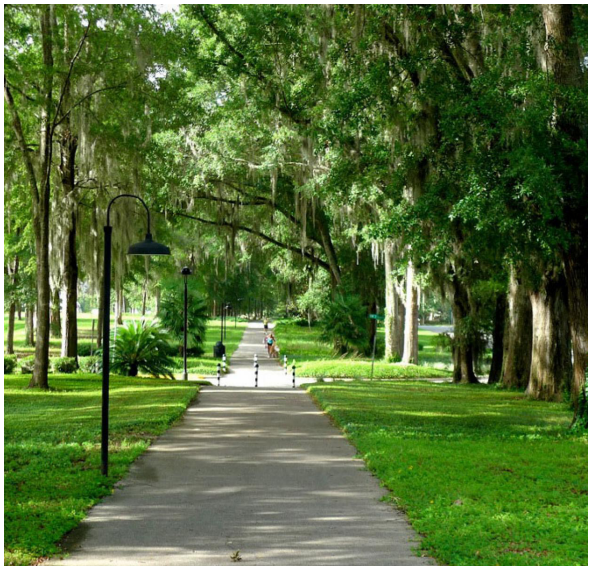
To increase pedestrian and biking connectivity between activity centers, neighborhoods, and public open space, while providing open space amenities for users and visitors. The primary greenways proposed in Downtown Lehi include:

1. Downtown Green Loop
2. 300 N Greenway
3. Dry Creek / Center Street Corridor
4. Rail Trail

Features + Elements

The **Greenway** open space type should include:

- Paths and trails
- Green space and trees
- Seating
- Small recreation activities
- Dedicated space for dogs and/or other pets



Can we better define what the "green loop" is? Is it just the downtown streets?

Downtown Greenways

The following are brief descriptions of the proposed greenway system in Downtown Lehi. All greenways should feature fully-separated trails, which will enhance existing roadways with a buffered pathway that is safe and comfortable by all users. For more details, please refer to Chapter 5: Transportation Network.

1. Downtown Green Loop

The Downtown Green Loop creates a connected network of comfortable, pedestrian-oriented streets that circumnavigate Downtown, linking neighborhoods to the Downtown Core and Station Area districts. This loop enhances mobility, providing a continuous route for pedestrians, cyclists, and transit users to move easily through the heart of the city.

2. 300 N Greenway

The 300 N Greenway runs east to west across the middle of Downtown, serving as a crucial link for neighborhoods east and west of the area to connect to Downtown activity and strengthening regional connectivity throughout Lehi. It's eastern terminus connects with the Rail Trail as it approaches the American Fork border.

3. Dry Creek / Center Street Corridor

Similarly to the 300 N Greenway, this corridor serves an important role in linking neighborhoods on the north side of the freeway to Downtown and offering a safe, seamless route for pedestrians and cyclists across the interstate barrier. This corridor requires a grade-separated crossing over or under I-15 and State Street, connecting Dry Creek Park to Center Street. Until these crossings can be realized, the route is assumed to briefly detour to 100 East to facilitate safe crossings using existing infrastructure.

4. Rail Trail

The Rail Trail expands the existing regional trail system, continuing through the Station District, past the future transit station, and along State Street. This trail offers an active transportation route, connecting key areas while supporting alternative mobility options.

Activation Toolkit

In addition to capital projects and regulatory measures, revitalizing Downtown Lehi to achieve the vision described in this plan will require a variety of targeted programs and activation strategies to make this transformation a reality. Though not an exhaustive list, the following toolkit contains recommended strategies that have proven successful in other communities and have potential for generating investment in Downtown Lehi as well. These strategies should be considered and championed by either a new or existing committee group with real financial support from the City.

TACTICAL URBANISM

The aim of "tactical urbanism" is to implement short-term, low-cost projects to act as a catalyst for long-term change. These "pop-up" solutions have proven to be very successful, and may be led by citizens, organizations, or the municipality itself. Tactical urbanism projects may include ideas such as pedestrian plazas and parklets, pedestrian crossings, bikeways, intersection treatments, and more. The advantage to this type of project is it allows ideas to be tested without major investment in infrastructure - and if successful creates the precedent for implementing a longer-term solution in the future.

In Downtown Lehi, tactical urbanism could readily be used to activate vacant or underutilized parcels and generate activity in the Core. For example, properties like the one pictured in **Figure 4 on page 41** could host food trucks, markets, or other events, which draws foot traffic to other businesses in the district.

COMMUNITY EVENTS AND PROGRAMMING

Community events play an important role in generating energy and foot traffic Downtown. Events draw both residents and visitors alike, who are likely to spend more time Downtown before and after the event, frequenting businesses and other attractions. Downtown Park and the Rodeo Grounds already host a number of community events each year, particularly during Round-Up Week. It is recommended that other community events be relocated Downtown when possible and that new additional events be hosted at other times of the year to encourage year-round visitation.

Example of Tactical Urbanism

Example of Community Events and Programming

BUSINESS INCUBATORS

Starting a small business is a challenging and often daunting venture. In many cases, the initial overhead costs are prohibitive for many would-be entrepreneurs, especially in regards to renting retail space. A useful tool for helping many small businesses get a start is the use of "business incubator" space, which offers a flexible space for businesses to start out under a short-term lease at reduced cost. Such spaces can be permanent spaces owned and operated by the City, such as an incubator kitchen, or a more temporary seasonal space, such as a summer street market.

FOOD TRUCKS

Food trucks have seen a sharp increase in popularity in recent years. These mobile businesses have the potential to create a lot of energy in a place by providing a variety of exciting local eats. The mobility and flexibility of food trucks works to their advantage as well as the host. The City has historically hosted food trucks at Wines Park, and could enhance the use of food trucks Downtown in a variety of ways, such as increasing frequency, combining with other city events, rotating venues between each Downtown district, or even creating a dedicated food truck park such as has been successfully done in Holladay or Moab.

LOCAL BUSINESS INCENTIVE PROGRAMS

A number of communities have generated interest in their Downtown through incentive programs for shopping at small businesses. Event-based programs such as a "Tour of Downtown" or "Meet the Owner" highlight all the Downtown shops on a given evening or weekend. Other options include "Buy Local" reward systems for shopping with Downtown businesses.

Example of Business Incubators

Example of Food Truck Park

Figure 4: Example of Activation Strategies Applied at the Holbrook Property

Underutilized properties near the Downtown Core, such as the Holbrook property on the Core's western edge, hold immense potential for short-term activation. These treatments can serve as catalysts for developing interest in the area for both the public and development community.

Funding Sources

The City has a number of potential funding sources at its disposal to help incentivize development in this area, or to help offset development costs. **Table 1** summarizes a number of those different funding opportunities. **Appendix C: Funding Resources** describes each funding mechanism in more detail.

Table 1: Summary of Available Funding Mechanisms

Funding Source		Advantages	Disadvantages
Tax Increment Financing	Community Reinvestment Area (CRAs)	Taxes generated in an area are spent in the same project area. Potential participation by other taxing entities. Very few restrictions for spending. Can include TIF areas such as HTRZs and TRZs.	Must get approval of other taxing entities - subject to political will.
	Housing & Transportation Reinvestment Zones (HTRZs) / Transportation Reinvestment Zones (TRZs)	Requires a >39 units per acre on 51% of the area; Southern Downtown Station area has 570 units on 22.5 acres (25.3 units per acre), which could be increased to meet HTRZ requirements	Required density may be difficult; A smaller area might be needed, limiting flexibility. A CRA could be a simpler option with fewer restrictions
Fees	Impact Fees	New development pays its own way - proportionate share of capital costs; Could create separate service area for separate impact fees if extraordinary costs apply; Could be a long-term repayment source for other funding mechanisms	Receipt of impact fees takes place over many years and is not a guarantee; Not every project is impact fee eligible
	Transportation Utility Fees (TUFs)	Separate utility fund used specifically for road maintenance, freeing up other resources for capital costs	Must be carefully managed to avoid being seen as a backdoor tax, and the fees cannot be used for capital costs, requiring a separate utility fund to be established
	User Fees	Regular and consistent funding; Regularly reviewing fees ensures that costs are covered, preventing General Fund monies from being diverted to areas that could be funded by fees	If fees are not properly reviewed and adjusted, it could lead to a reduction in funds available for other purposes
Housing	Low Income Housing Tax Credits (LIHTC)	Provides federal support for affordable housing developments, lowering costs for developers	Highly competitive and securing tax credits can be challenging for developers
	Home Ownership Promotion Zones (HOPZ) - also uses tax increment	City established with 60% of the tax increment available for 15 years, providing financial support for affordable housing	A minimum of 6 units per acre and 60% affordable housing, with housing deed-restricted for at least five years
	First-Time Homebuyer Investment Zones (FHIZ) - also uses tax increment	Can create town centers with owner-occupied units, generating tax increment revenue for infrastructure, with a potential 60% property tax capture for 25 years per parcel	There are strict density, affordability, and ownership requirements, and FHIZs cannot overlap with existing CRAs or HTRZs, limiting flexibility for development in certain areas

Continues on the next page -->

Table 1: Summary of Available Funding Mechanisms			
Funding Source		Advantages	Disadvantages
Other Funding Resources	Special Assessment Areas (SAAs)	Those who benefit pay; Could be used in conjunction with tax increment, thereby encouraging development and use of increment to pay assessments	Willingness of all property owners to establish SAA - requires 60%+ to agree (based on assessment method); Need to come up with equitable assessment method
	Public Infrastructure Districts (PIDs)	Off the City's books; Those who benefit pay; Cost is much lower than other development financing; Used instead of impact fees and is a steady stream of revenue	Willingness of all property owners to establish a PID; Ongoing PID governance; Competitiveness of site with additional taxes
	Grants (various - see details)	Additional money that does not come from the City; Ability to enhance funds already committed to projects	Funds are subject to availability from granting institution; often requires matches or other restrictions.
	State Revolving Lease Fund	Loans for cities with unique circumstances that make traditional bonding difficult; loans can be very low interest rates or partial grants	Most often used for water and sewer projects
	Property Leases	Generate revenue by selling property, ground leasing to developers, or leasing buildings directly to tenants	Involves trade-offs, such as long-term revenue loss from selling property or potential challenges in managing leases
	Public-Private Partnerships (P3s)	Private funding allows city to complete large projects; the private sector may be more efficient in constructing new facilities	Consumers cost may increase for the private sector to make a profit; fees or rates would need to be charged to cover construction costs
	Bonding (General Obligation - GO, Sales Tax)	GO bonds have the lowest rates; Sales tax bonds do not require public approval/vote; Funds are available immediately	GO bonds require public vote
	Utility Bond	Immediate funding; No public vote is required	Rates may need to be raised to cover utility costs; Used only for utilities

IMPLEMENTATION PLAN

Strategy 2.1 - *Amend existing land use ordinances to align with the vision and recommendations of this plan.*

- **2.1.1 -** Revise the Lehi Zoning Map to adopt the Downtown Area Districts as outlined, either as independent zones or overlays.
- **2.1.2 -** Adopt mixed-use and/or form-based zoning within the Mills District to allow for new uses within that area.
- **2.1.3 -** Adopt an overlay zone for 100 East that allows for residential-based commercial uses complementary to the preservation of existing homes. Consider removing off-street parking requirements to help retain the residential character of the property.

Strategy 2.2 - *Adopt the recommended transportation network as part of existing transportation master plan documents.*

- **2.2.1 -** Update the Transportation Master Plan and Bicycle and Pedestrian Plan to include the recommended transportation network routes and improvement projects.
- **2.2.2** - Fund the completion of sidewalks and active transportation routes through the use of developer impact fees, grants, and tax-increment funds.

Strategy 2.3 - *Promote the preservation and restoration of historic buildings in Downtown Lehi*

- **2.3.1 -** Establish a preservation grant program utilizing TIF or other funds to assist with maintenance and restoration of historic properties.
- **2.3.2 -** Expand other financial incentives for preservation work, such as property tax credits or impact fee waivers.
- **2.3.3 -** Strengthen link between Chapter 7 Historic Preservation and Chapter 37 Design Standards to clarify expectations and ensure consistency in historic preservation projects.

- **2.3.4 -** Establish clearer criteria for demolition applications, including specific conditions for approval/denial and a documented alternatives analysis.

Strategy 2.4 - *Create future opportunities for affordable housing and housing choice within the Downtown and Station Areas.*

- **2.4.1 -** Consider adjusting or reallocating residential unit caps to the Mills and Station Districts, relying on form controls such as building height to control the number of allowed units. Work with developers to share the costs of upgrading infrastructure as needed.
- **2.4.2 -** Allow for added residential units in existing neighborhoods directly adjacent to Downtown Core, Mills, Rodeo, and Station Districts. (i.e. upzone some blocks from R-2 to R-3, allow for infill in block centers with ADUs and flag lots adjust/remove the Downtown Spacing Overlay)
- **2.4.3 -** Introduce financial incentives and/or a housing authority for supporting new housing infrastructure, utilizing a CRA or remaining EDA funds.

Strategy 2.5 - *Consider the City playing a more active role in the redevelopment of properties within Downtown.*

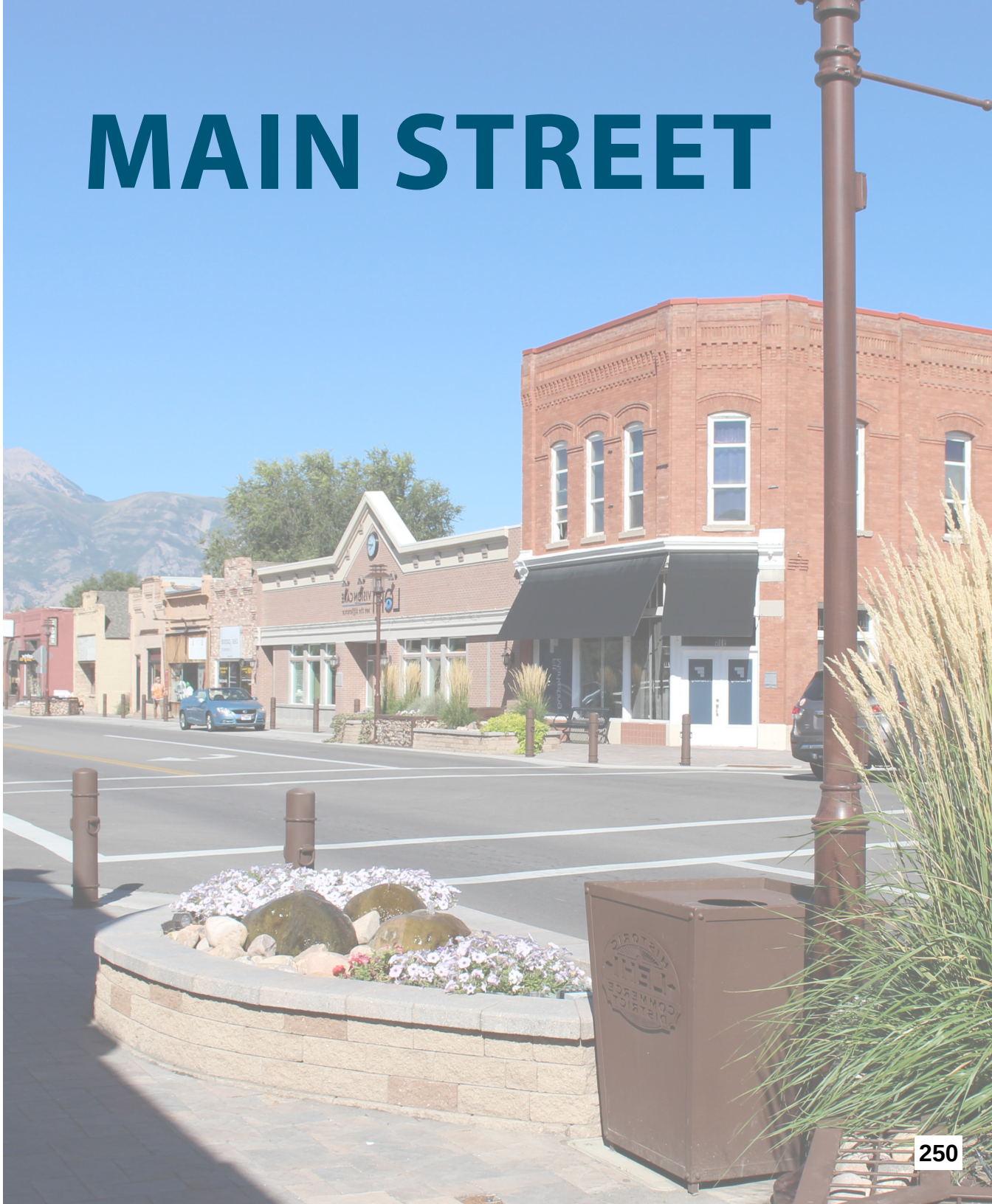
- **2.5.1 -** Establish a CRA to help facilitate redevelopment within the Mills or Station Districts.
- **2.5.2 -** Facilitate redevelopment through property acquisition and demolition, or provide financial assistance to developers for this work.
- **2.5.3 -** If office uses or structured parking are desired, facilitate and/or provide financial assistance for that construction in a challenged market.

Strategy 2.6 - *Create a strong network of public green spaces throughout the Downtown area to promote activity and quality of life.*

- **2.6.1 -** Upgrade existing parks (Wines, Bandwagon, Outdoor Pool) to add missing amenities and improve access.
- **2.6.2 -** Expand Pioneer Cemetery Park to capture Dry Creek frontage and add amenities to serve residents of the future station area.
- **2.6.3 -** Develop a District Square in each district to serve as a focal point gathering place for the district.
- **2.6.4 -** Supplement parks and squares with Pocket Parks in each district.
    - **a.** Identify and/or acquire multiple vacant sites within each district and implement tactical "quick build" amenities on them to generate activity within the district.
    - **b.** As activity momentum increases in the district, implement permanent treatments for well-performing pocket parks or open lesser used sites to infill development.
- **2.6.5 -** Develop the greenways outlined in the plan to enhance connectivity and walkability within the Downtown area.
    - **a.** Utilize "quick-build" implementation strategies to establish routes until permanent features can be constructed.
    - **b.** In addition to walking/biking space, plant trees and provide lighting, furnishings, and other comforts along each greenway.

03

MAIN STREET



Future Land Use

As shown in **Map 8**, this chapter provides specific recommendations for four distinct areas along Lehi's Main Street, the Downtown Core, Mills District, Rodeo District, and the Transition Zones along Main Street.

1 The **Downtown Core** is the cultural heart of the city, featuring a mix of shops, restaurants, and community spaces that encourage foot traffic and create an inviting atmosphere.

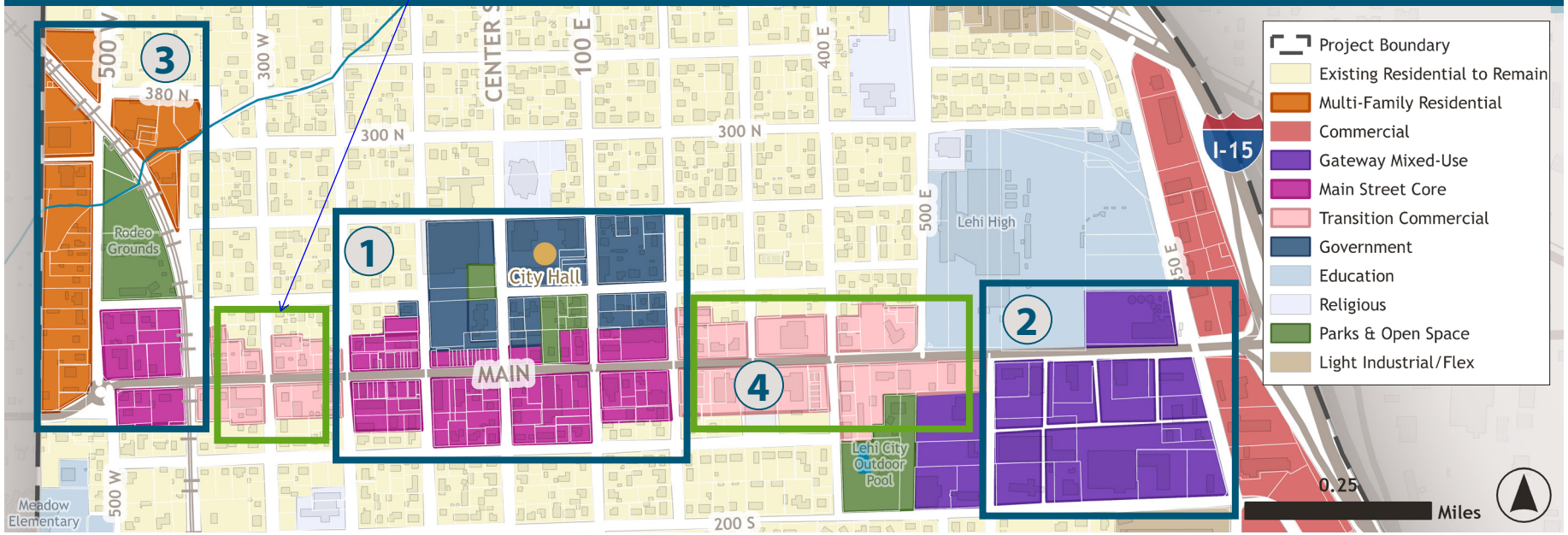
2 The **Mills District** enhances the Downtown access experience and envisions an evolving walkable neighborhood with ready access to I-15.

3 The **Rodeo District** emphasizes a revitalized and enhanced Rodeo Grounds as a focal point for the community flanked by mixed infill housing types, compatible commercial uses such as restaurants, and other community space.

4 The **Transition Zones** along Main Street serve as lower intensity segues between the Main Street Core and other districts, blending smaller scaled residential and commercial uses that buffer and respect the character of existing residential neighborhoods. Transition Zones on Main Street are intended to remain unchanged in form, but may transition to commercial use or infill with patterns similar to the Downtown Core.

Is this area included in 1 or 3 or a transition zone like 4?

Map 8: Future Land Use - Main Street



Land Use Descriptions

SINGLE-FAMILY RESIDENTIAL

Existing single-family residential neighborhoods should remain a key part of Downtown Lehi's fabric, with changes approached carefully to respect their scale and character. While most of these areas are expected to stay largely intact—supporting both affordability and historic housing—modest, well-designed infill may improve transitions with surrounding uses. The goal is to support low-impact, context-sensitive housing options that enhance, rather than diminish, the area's identity.

MIXED RESIDENTIAL

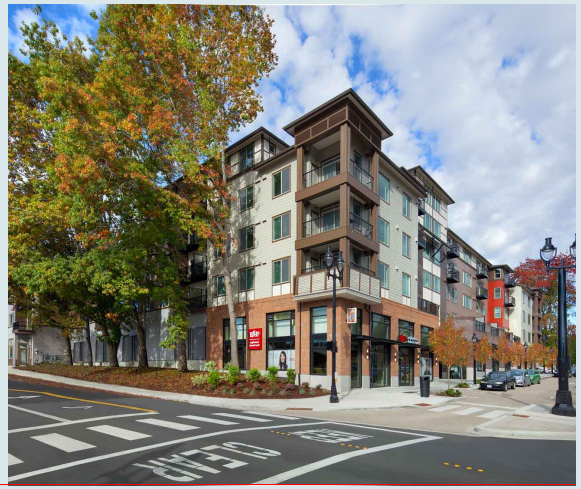
These areas include a mix of townhome, duplex, and/or multi-plex units that provide "Missing Middle" housing opportunities within convenient walking distance to Downtown activity centers. This housing type should generally follow an infill pattern within existing single-family stock, and should be of a similar character to blend in with the surrounding neighborhood. Priority should be given to unit types that promote homeownership.

GATEWAY MIXED-USE

The Gateway Mixed-Use type is envisioned to provide a self-served, walkable neighborhood with ground floor retail and residential up to four stories above. The existing large blocks within this area are subdivided and reconnected with the historic grid. Newly constructed buildings should face the street, provide a consistent street wall along Main Street, place parking behind, and incorporate architectural cues from historic uses, such as the Lehi Roller Mills.

Example of Single-Family Residential

Example of Medium-Density Mixed-Use Residential



Example of Gateway Mixed-Use

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GATEWAY COMMERCIAL

The commercial area between I-15 and 850 East provides an opportunity zone for business that benefits from ready visibility off of I-15. These highly visible locations serve as a gateway to Downtown, while supporting a primary role of serving highway travelers. Traditional commercial retail uses are expected in this area.

DOWNTOWN CORE

The Downtown Core represents the heart of Lehi and carries the dual role of preserving the rich historic qualities of the neighborhood while introducing new uses, activity, and services. This area preserves identified historic buildings with commercial use, while allowing for infill of new mixed-use buildings with ground floor retail and residential or office up to three stories that bring new activity and vitality to the core. Newly constructed buildings should face the street, provide a consistent street wall along Main Street, place parking behind, and incorporate architectural elements that blend with historic uses.

Example of Gateway Commercial

Example of Main Street Core

TRANSITIONAL COMMERCIAL

The Transitional Commercial areas preserve existing buildings and forms while gradually evolving toward primarily commercial use. These zones grandfather existing structures, parking, and uses, but all future uses are expected to be commercial only. Structures in these areas are generally not historically significant and may be redeveloped. In such instances, newly constructed buildings should face the street, provide a consistent street wall along Main Street, place parking behind, and incorporate architectural elements similar to those in the Downtown Core.

CIVIC AND EDUCATIONAL

These areas include the civic campus, which takes in City Hall, Legacy recreation center, the museum, and library, as well as Lehi High School, which is expected to remain. These facilities should be preserved and enhanced to meet the needs of Downtown and Lehi City as a whole.

PARK AND OPEN SPACE

Park and open space uses are intended to be public facilities which provide green space and/or recreational use to the Downtown area. Existing uses of this type on Main Street include the Rodeo Grounds and Outdoor Pool facilities. Additionally, pocket parks and district squares are expected to be developed to enhance mixed-use areas.

Example of Transitional Commercial

Example of Civic - New Lehi City Hall

Example of Park/Open Space

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Downtown Core

DESIGN GUIDELINES

Development Form

The Main Street development form must create an attractive and inviting public space, considering multiple factors to enhance the pedestrian experience while balancing the economic needs of businesses that create the mixed-use environment. The district must be desirable and safe while creating a unique sense of place. This includes:

- Respect for the Existing Neighborhood Fabric
- Architectural Style and Materials
- Massing and Articulation.
- Setbacks and Building Orientation.
- Facades, Fenestration and Transparency
- Screened Parking

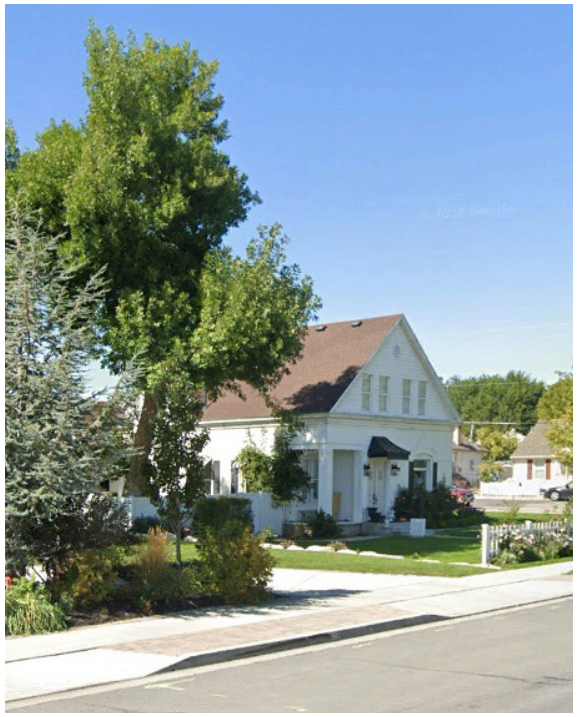
Provo Main Street

Use this? "In which they define the historical traditional style desired on main street."

Delete 'well' and just end sentence.

Respect and Enhance the Existing Neighborhood Fabric

New developments should align with the existing built fabric in a way that supports incremental change, considering scale, setbacks, street orientation, and both pedestrian and vehicular access. Open space and landscaping should be included wherever possible. Active uses (retail, cafés, etc.) should be required at the ground level to enhance vibrancy and safety. These spaces can also generate economic activity and increase pedestrian traffic.



Architectural Style and Materials

The Main Street area showcases late Victorian to early 20th-century architectural styles. Exposed brick, engaged pilasters, simple roof lines and large windows are appropriate responses to maintain this aesthetic. Modern interpretations of these aesthetics can create contemporary and attractive commercial and living spaces. For both commercial and residential uses, natural light penetrating deep into the space through large windows (which can also benefit retail establishment display), and shading / rain protection from canopies provide great assets.

The existing Lehi City Historic District Design Standards generally address architectural materials for Main Street buildings well in that they create a vocabulary that emulates a historic traditional style. However, the standards are still somewhat vague as to what the desired style is and the required architectural elements may be interpreted many ways without a clear illustrated menu. Additionally, while early 20th century architecture may serve as a precedent, it is difficult to replicate a full century after the fact. As such, it is recommended that the standards include strong examples of contemporary interpretations that are compatible with the historic architecture.

Massing and Articulation

Appropriate infill development will allow maintaining and even increasing the intensity of development with massing and volumes which match the existing structures. Building mass must respond to the street. While three-story heights are generally desired for the district, allowing additional stories with stepbacks that add residential units may create more viability for both developers and first floor businesses. Stepback is good practice for maintaining the human scale of the street wall, while also allowing for sunlight penetration and views to the sky.

Articulation in the façade, including changes in plane, roof line, balconies, awnings and canopies provide interest and complexity to create attractive environments and respond to the scale of the pedestrian. In a pedestrian-oriented environment like Main Street, façade breaks should occur at frequent intervals of no more than 50 feet.

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Façade Articulation use of canopies & glazing: SLC- South Temple

Maybe use a word more understandable for the public?

Setbacks and Building Orientation

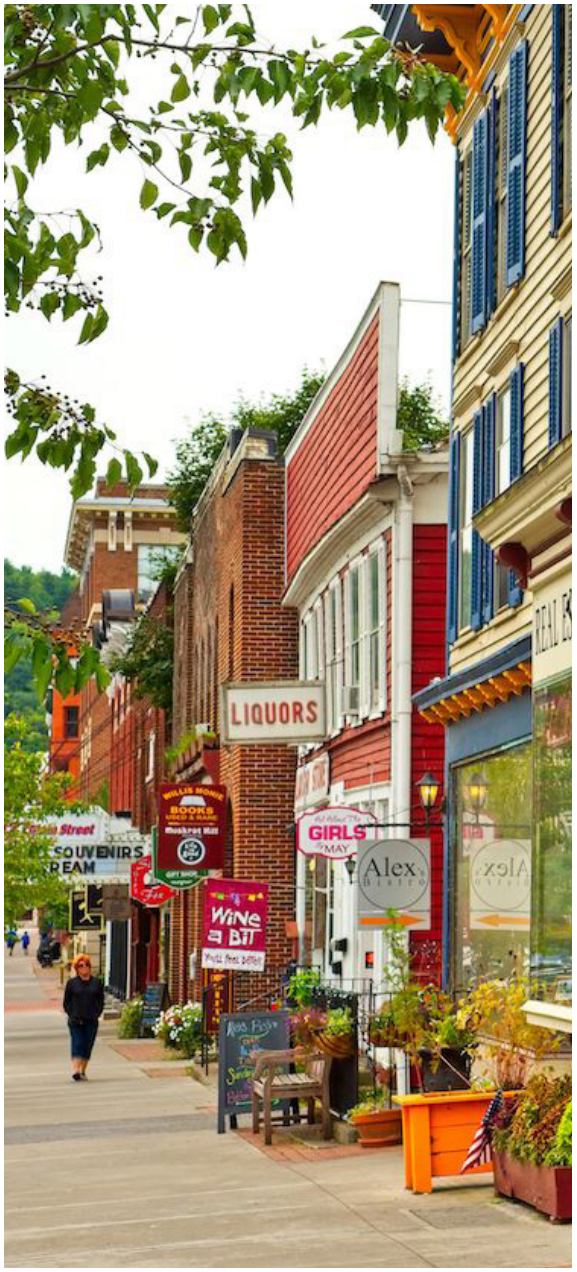
Within the Main Street area, reduced setbacks are encouraged to promote a vibrant pedestrian environment, support retail viability, and maximize development potential. Buildings should be located within a zero to ten-foot "build-to" zone, reinforcing a consistent street edge while allowing flexibility for architectural variation. This range helps break up long facades and creates opportunities for diverse expressions in building design. Active, inviting streetscapes can accommodate a mix of uses—including retail, services, and residential. To ensure a high-quality public realm, these reduced setbacks should be paired with wide sidewalks, street furnishings, and landscape elements that enhance the pedestrian experience and contribute to the area's character.

Reduced setbacks, corner retail, use of canopies and glazing

Facades, Fenestration and Transparency

Facade design should consider both the horizontal and vertical treatment of materials. Approaches that introduce a distinct base, middle and top to a building or provide horizontal and vertical banding generate intrigue and avoid monotony along the street wall. Paired with the setback and massing conditions of the Main Street area, the inclusion of ground floor transparency is critical. In addition to creating a safer environment for pedestrians, it provides visual interest and variety as we move through the space.

Reduced setbacks, distinct building base, large storefront windows



Respect and Enhance Neighborhood Fabric with appropriately scaled development, corner retail, low setbacks.

STREETSCAPE

Main Street currently serves multiple purposes, including defining the area's character, supporting businesses, and facilitating local and regional traffic. However, these functions can conflict, creating challenges for the street's design. The proposed transportation network, (**Map 9)**, prioritizes pedestrians and public space over regional traffic, aiming to make Main Street more walkable and vibrant. To better understand how the pedestrian and vehicular spaces interact, refer to **Map 9**, **Figure 5**, and **Figure 6** in the following pages.

Core Segment Improvements

The core segment of Main street, located from Center Street to 200 West, is proposed to be expanded by two blocks to the east, extending the curbless design with added street trees and improved streetscaping. The sidewalk width will increase to 25 feet, and on-street parking will be minimized, focusing on drop-off zones, occasional time-limited parking, and paid parking for high-demand areas. Pedestrian crossings will be improved, and additional mid-block crossings added. Traffic-slowing measures and gateway elements will help discourage high-speed traffic.

Transition Area Enhancements

The Main Street transition area, from 500 East to Center Street and from 200 West to 500 West, comprises 60% of Main Street. This section will gain street trees, on-street parking, and traffic-calming features to align it with the pedestrian-focused core. These improvements aim to bridge the gap between the more commercial, vehicular-focused segments and the pedestrian-centric core area.

Freeway Interchange Area

The freeway interchange section of Main Street, located between I-15 and 500 East, is a wider, multi-lane roadway primarily aimed at bridging vehicular access between the various Downtown districts and I-15. Efforts will be made to minimize disruptions to traffic flow, distribute local traffic to the Downtown Core, Mills District, or Station District, and support regional east-west traffic with good connections to State Street and Pioneer Crossing.

Map 9: Recommended Transportation Network - Main Street

Recommended Transportation Network

Street Context
- District core
- District transition
- Future neighborhood mixed use

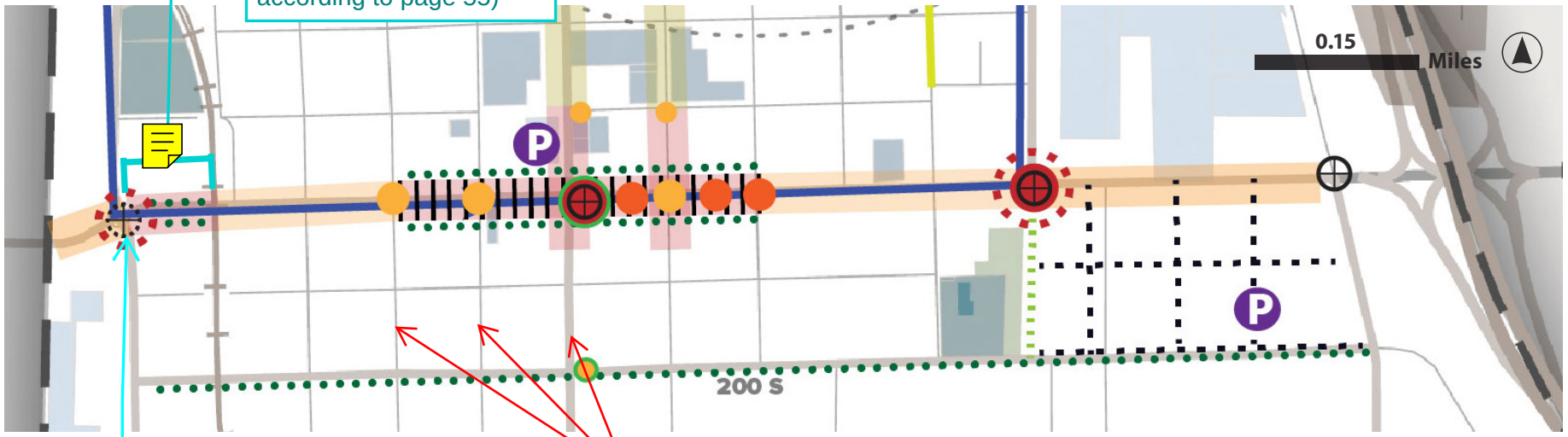
Street Network
- Existing Traffic Signal
- Proposed Traffic Signal
- New Street

Transit
- Transit Circulator (preliminary route)

Crossings
- Improved major crossing
- New major crossings
- Signature crossing
- Minor crossing
- Crossing has bike-supportive features appropriate to context and facility

Other Features
- New Civic Parking Structure
- Gateway
- New tree/landscape focus
- Pedestrian focus street

Colored as district core. is this correct? (Transition according to page 55)



Why proposed light at the round about? It would back up really fast (already does, but I could see it getting worse). No light?

Add more street addresses and labels (rodeo grounds, Legacy Center, City Hall, outdoor pool, for better context.

Figure 5: Main Street Core Example Cross Section

MAIN STREET: CORE

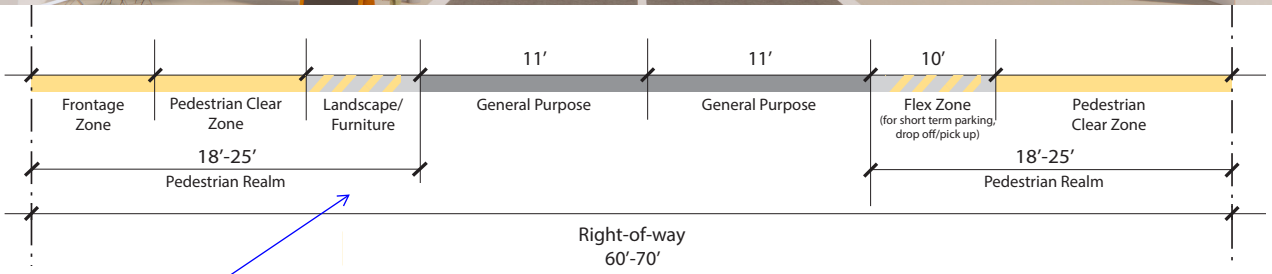
200 West to Center Street

STREET ACTIVATION AND ACTIVE FRONTAGES
Design building frontages to connect indoor spaces with the sidewalk, allowing businesses to directly engage with pedestrians and create a more welcoming, active streetscape.

WIDEN PEDESTRIAN REALM
Enable property owners and businesses to incrementally transform existing parking spaces into expanded sidewalks, enhancing walkability and creating a pedestrian-friendly environment.

FLEX ZONE
This curb-free design creates a flexible space that accommodates various uses, including drop-offs, pick-ups, and temporary parking, enhancing accessibility and adaptability for both vehicles and pedestrians.

OUTDOOR PATIOS
Encourage converting parking lots along Main Street into dynamic spaces for temporary uses like dining, shopping, or events, enhancing the experience of the street.



Identify which is the North and South side of the Main

Figure 6: Main Street Extended Core Example Cross Section

MAIN STREET: EXTENDED CORE

200 West to 500 West

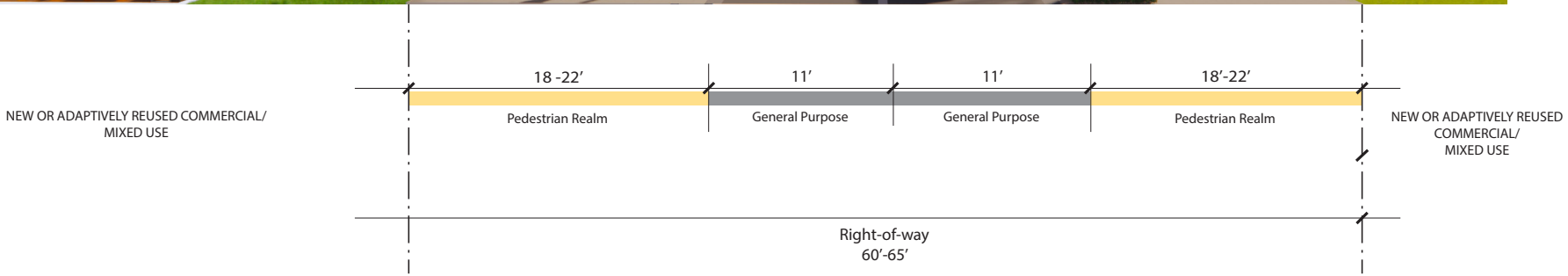
CONVERT AUTO SPACE
As part of extending the Main Street core, encourage the conversion of existing parking lots and drives in fornt of buildings to people spaces such as plazas, outdoor dining, and yards.

PRESERVE TREES IF POSSIBLE
Consistent street trees are a key asset of this street. This concept preserves them on the sidewalk while adding an additional row of trees, making the street more pleasant for walking and biking.

REMOVE CENTER TURN LANE
Reconfiguring the street from three to two lanes narrows the roadway, slowing traffic and providing more space for walking, gathering and business use.

EXTEND MAIN STREET CORE CHARACTER
Main Street from Center to 200 West currently creates a welcoming environment whose curbless design should be extended a few blocks to the east.

WIDEN SIDEWALK
The narrower roadway allows for more pedestrian space along Main Street, which could be treated with landscaping or hardscape depending on the adjacent uses.



PARKING STRATEGIES

Parking accounts for nearly 20% of land area in Downtown Lehi, with 97% of visitors accessing the area by car. Encouraging and planning for walkability while simultaneously finding convenient parking solutions is critical to ensure the continued vitality of the area. Five of the nine blocks along Main Street lack on-street parking altogether, and the remaining four have limited spaces (11 to 20 stalls per block). To improve, several strategies aimed at optimizing both on-street and off-street parking are proposed to create a more efficient and accessible parking system while also enhancing the pedestrian-friendly appeal of Main Street.

Main Street Parking

The first recommendation is to reduce traditional on-street parallel parking along Main Street. Reducing on-street parking will create space for pedestrian-oriented uses such as outdoor dining or street furniture, which will enhance the public's experience and celebrate the district's historic identity.

Reimagined parking on Main Street will be reserved for 15-minute loading zones and ADA-accessible parking stalls, while parking for longer visits should be shifted to side streets and new off-street parking facilities.

Side Street Parking

The objective of side street parking is to optimize available spaces, with exceptions for corridors like Center Street and 100 East, where mobility takes precedence. Traffic-calming features such as bulb-outs should be implemented to better delineate parking stalls, improve pedestrian safety by reducing crosswalk distances, and enhance the overall street aesthetic. On-street parking will also provide pedestrians with a safety buffer from vehicle traffic.

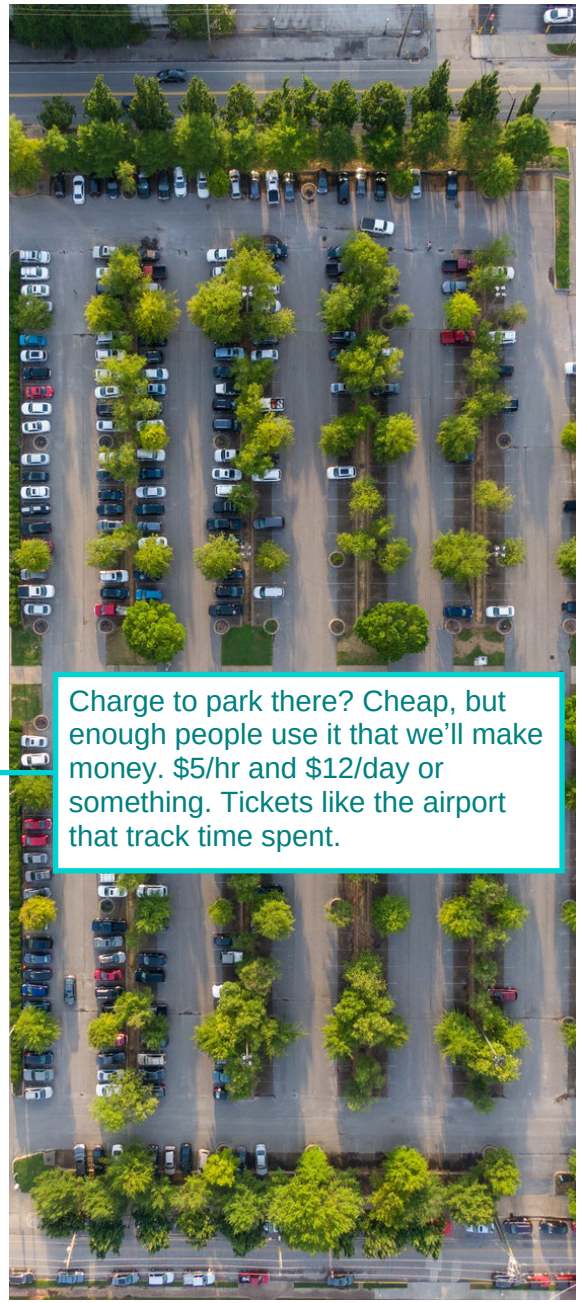
Off-Street Parking

While off-street parking should be one of the primary solutions for Main Street, surface lots detract from its appeal, reduce tax revenue, and limit development opportunities. To boost vibrancy and walkability, future surface parking should be moved to rear yards accessed from side streets or into a centralized, publicly owned parking structure. Relocating driveways from Main Street onto intersecting streets would reduce conflicts between vehicles and pedestrians, greatly improving safety and making the street more walkable.

Repurposing surface parking lots for higher land uses such as retail or offices can increase property values and tax revenues while reducing the need for on-site parking. Given the limited rear yard space on Main Street, a centralized civic parking structure—modeled after successful examples in Ogden and Park City—could meet the majority of commercial parking needs. Developed through Tax Increment Financing (TIF), these facilities would consolidate parking, reduce overhead for businesses, and open land for redevelopment. Park City's municipal-owned structures, for example, are located just a short walk from downtown, enabling businesses to focus on customers rather than parking logistics, while also easing congestion and encouraging commercial activity.

Surface parking stalls generally cost about $4,000 while structured parking costs are averaging $35,000 per stall (and significantly higher in some locations depending on soil factors and other conditions). If structured parking is desired, developers could not charge additional rent to cover the cost of structured parking. While there would be some savings due to reduced land required for structured parking as compared to surface parking, it is usually not nearly enough to offset the costs of the structured parking itself. If rents were raised to cover the cost of structured parking, the units (residential, office or retail) would not be competitive with other similar units in the market. Therefore, in order to encourage structured parking, the City would need to provide assistance to offset the added construction cost of structured parking less the savings in land acquisition.

Probably not likely to happen.



Charge to park there? Cheap, but enough people use it that we'll make money. $5/hr and $12/day or something. Tickets like the airport that track time spent.

Reduced Parking Solutions

Parking requirements remain one of the most challenging obstacles to new development, especially for mixed-use and restaurants. Reducing or eliminating parking requirements in the historic district would further support development and land optimization, creating a more dynamic, walkable downtown, while increasing the overall economic potential of the area and preserving Main Street's appeal as a family-friendly destination.

Shared Parking Solutions

Shared parking can optimize parking lots by utilizing spaces at different times of the day. For example, office parking during the day could be shared with nearby restaurants that need parking in the evening. Currently, parking capacity is underutilized at certain times, but coordinating peak demand periods across businesses can create a more efficient system. Shared parking arrangements can be formalized through agreements between property owners, reducing the need for dedicated parking spaces for individual businesses. The city can also promote shared parking through zoning incentives or guidelines that promote collaboration among property owners to maximize parking efficiency.

Example of a shared parking lot among multiple businesses. Note the distinction from the separated bank parking lot in the bottom of the image.

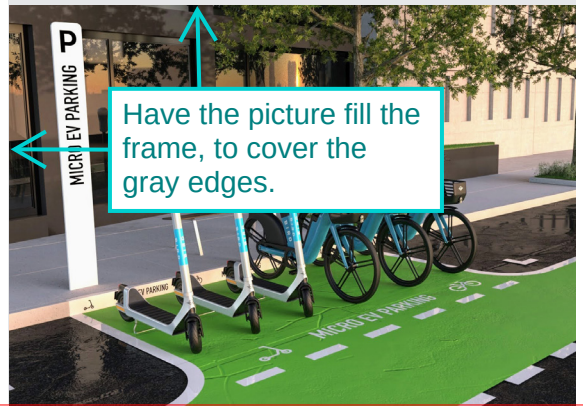
Parking Management Strategies and Policy Recommendations

In the near-term, policy changes can be considered as downtown Lehi develops into a notable destination and demand for parking increases. Parking in high-demand areas could be made more available by implementing duration restrictions. Additionally, variable pricing can effectively manage availability by ensuring there are always a few open stalls in high demand areas, balancing convenience and turnover. This approach would help ensure that on-street parking spaces near restaurants become available for customers throughout the evening rather than being occupied for long periods. Ample off-street parking opportunities, such as the future parking structure within the planned civic center redevelopment, would be essential to the success of this strategy. Funding for this or additional off-street parking improvements could be funded by additional revenue generated by parking meters.

Does this mean parking meters? Or what other options are here?

A variety of policy changes implemented by the city could be deployed in the more medium-term. For example, Lehi could establish a parking overlay district within the historic core. This district would provide increased flexibility in parking requirements, potentially allowing businesses to be exempt from providing their own parking facilities. Instead, businesses could contribute to meeting the overall public parking demand through shared parking arrangements or other strategies. This approach could be institutionalized through a Transportation Management Ordinance, facilitating negotiated solutions that balance business needs with the availability of public parking.

Beyond the downtown core, modernized parking code would allow for more context-sensitive solutions. Reducing parking requirements for certain land uses—such as retail and restaurants—could encourage low-impact development and reduce the financial burden on businesses to provide free parking. Another potential policy change would be to discourage the development of drive-through or pickup windows, reserving these uses for auto-oriented areas elsewhere in the city.



Have the picture fill the frame, to cover the gray edges.

CATALYTIC PROJECT

A selected development in Downtown Lehi may have the potential to spark broader investment, activity, or revitalization within the area by demonstrating the area's potential and building momentum for future improvements. City staff have identified the north side of the Main Street frontage between Center Street and 100 East as a potential area for catalytic investment to occur.

Existing Conditions

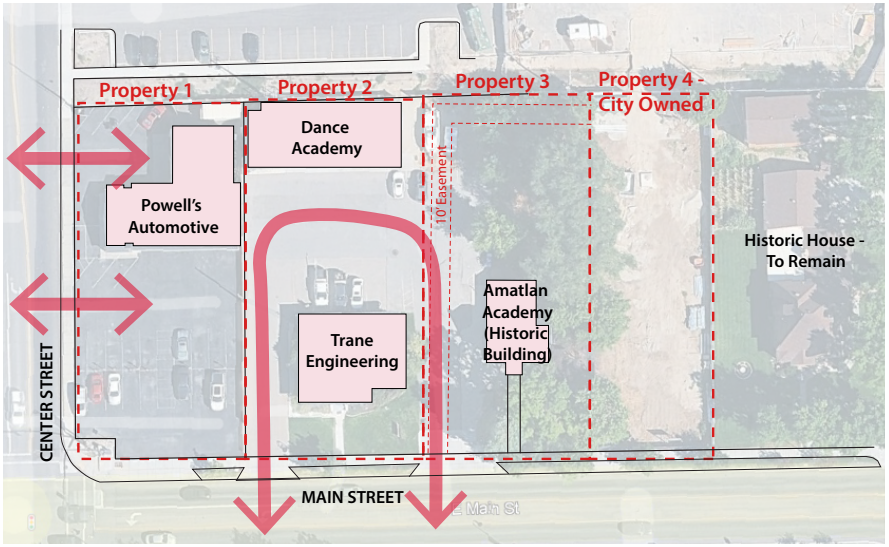
In 2024, Lehi City acquired two residential properties at 51 E and 69 E Main Street. One home has been demolished to make way for a future pedestrian promenade that will enhance the connection between Main Street and the new City Hall. The second structure is being evaluated for structural integrity and may be either repurposed for commercial use or redeveloped. A privately-held parcel at 27 E Main St (Trane Engineering/ Dance Academy) has expressed interest in redevelopment, while the owner of the 11 E Main St property (Powell's Automotive) has not at this time.

Under current conditions and zoning ordinances, redevelopment on any of these parcels is particularly challenged due to requirements for access, parking minimums, and landscape requirements.

Technically they acquired 69 E in 2020 and the parcel maps shows 51 E not owned by Lehi City. So, have we officially acquired(bought it)?

Existing Conditions

Properties 2 and 3 currently only have access points off Main Street, one of which is shared by both properties and constrained by a utility easement. Property 1 is only accessible via Center Street.



Creating a Path Forward

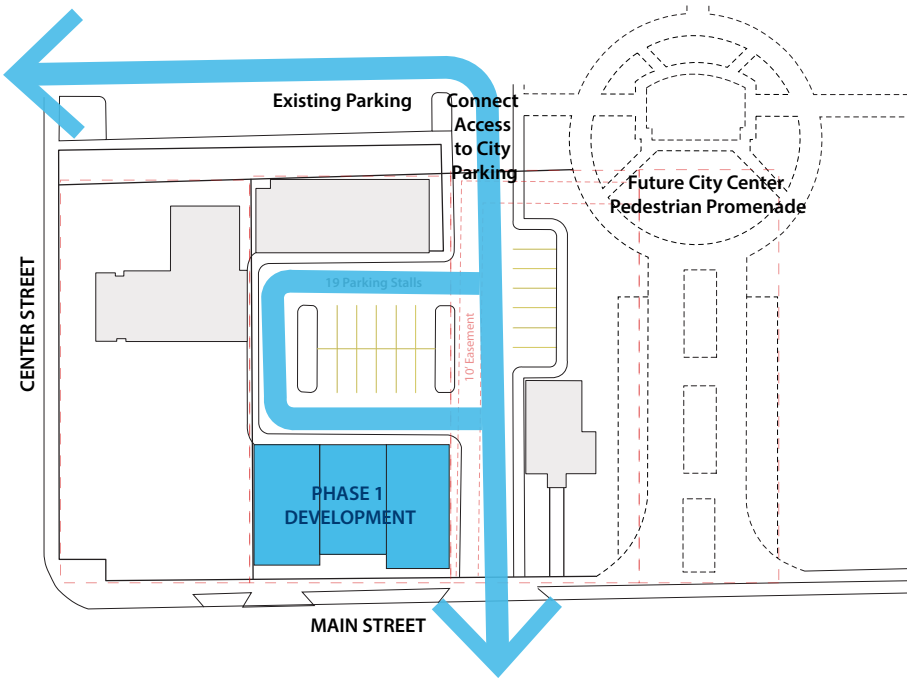
To achieve the desired form and uses for redevelopment in this area in character with the historic Downtown Core, strong private-public collaboration will be essential. Several strategies can help overcome current zoning and access challenges:

- Creating flexibility in access to parking behind Main Street buildings
- Accepting phased solutions for access until the desired rear alley condition can be fully realized
- Establishing shared parking agreements between private and public properties
- Opening of public parking to serve adjacent businesses
- Reducing minimum parking and landscaping requirements

These strategies may be used in combination through a series of phases over time. The following diagrams illustrate one potential phased approach, though actual development will require negotiated site plans and agreements at each step. Through continuing collaboration, each phase will ultimately lift the overall development towards the desired final character.

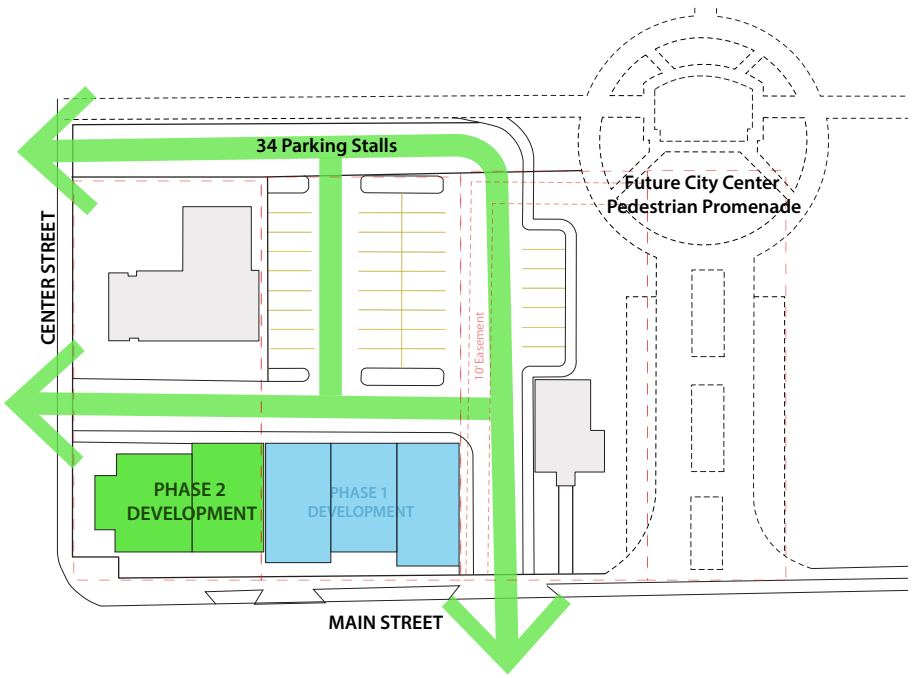
Phase 1

Property 2 begins redevelopment with a new building fronting Main Street and limited rear parking. Shared access is maintained with Property 3, connecting to the City's parking lots, which are opened for business use and provide additional access from Center Street.



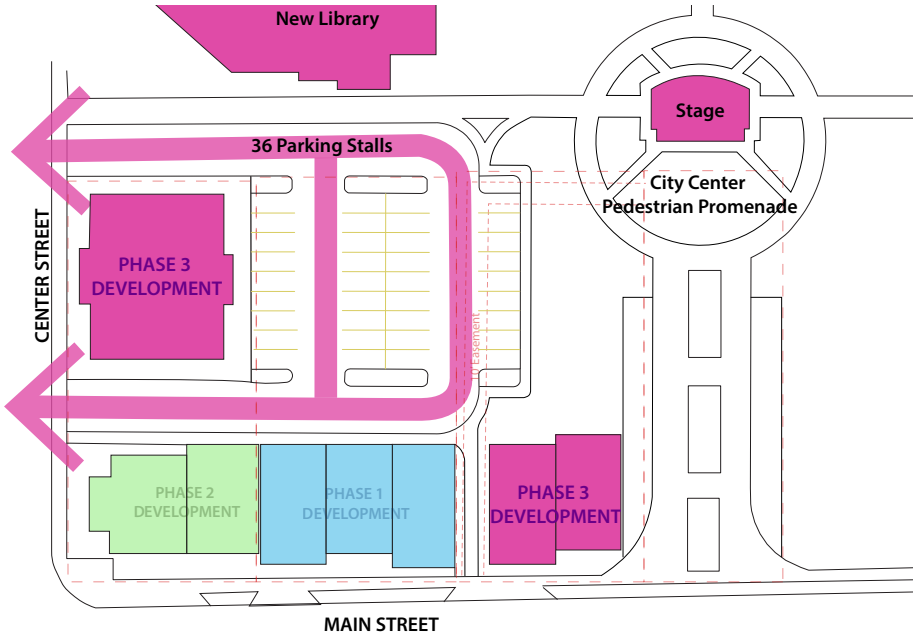
Phase 2

Property 2 removes its accessory building and expands its building footprint. Working with Property 1 to develop the street corner, a shared parking agreement is created to relocate parking to the rear of Property 2. Access continues from both Main Street and Center Street.



Phase 3

As other surrounding buildings and properties redevelop, access is transferred from Main Street to Center Street. Buildings front Main Street continuously, with pedestrian pass-throughs only. Shared parking with the City lot is relocated to a district-level parking structure.



Move to appendix?

Case Study

Location: Grand Junction CO

Main Street in Grand Junction, Colorado is regarded by many urban design experts as one of the finest Historic Main Streets in America. Main Street has undergone a remarkable transformation in recent years, with a focused revitalization of the district serving as a cornerstone of the city's economy and community life. Through a combination of strategic investments in infrastructure, community engagement, and targeted economic development, Grand Junction turned its historic district into a thriving, pedestrian-friendly hub that attracts residents, visitors, and businesses alike.

Key Improvements & Strategies

1. Streetscape and Pedestrian Infrastructure

A central element of the revitalization was a comprehensive streetscape project designed to enhance the pedestrian experience. The city improved sidewalks, added benches, installed street trees, and upgraded lighting to create a welcoming, walkable environment. These changes made Main Street more inviting and accessible, encouraging foot traffic and improving the overall

aesthetic appeal of the area. Additionally, the street was redesigned to slow traffic, creating a safer space for pedestrians, cyclists, and other users. On-street parking is limited and managed with a 2-hr time limit, while most parking is located behind businesses or on side streets.

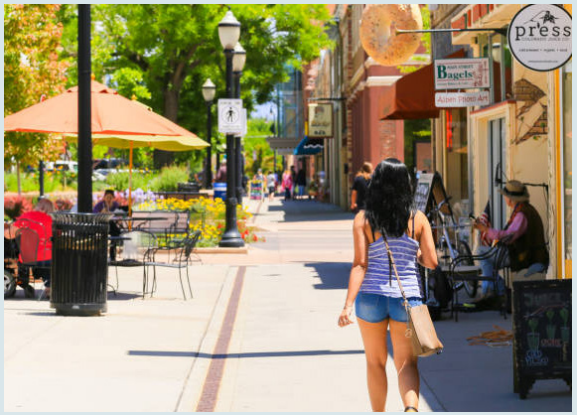
2. Historic Preservation and Facade Improvements

Grand Junction placed a strong emphasis on preserving the architectural integrity of its historic buildings while also encouraging private investment in facade improvements. The city offered a financial support programs for building owners to restore and renovate their properties, ensuring that the area retained its historic charm while accommodating modern businesses. This blend of historic preservation and contemporary upgrades has allowed Main Street to maintain its unique character while offering the amenities necessary for modern commerce.

3. Economic Incentives and Business Attraction

A pivotal aspect of Grand Junction's Main Street revitalization was the creation of two key economic organizations: the Downtown Development Authority (DDA) and the Business Improvement District (BID). The DDA, which is funded through tax increment financing (TIF), has been instrumental in driving development by providing grants for catalyst projects, supporting the conversion of non-restaurant spaces into dining establishments, and encouraging the activation of upper-level spaces for commercial and residential uses. These initiatives have helped increase downtown's density and mix of uses, fostering a more vibrant and dynamic environment.

In parallel, the BID plays a critical role in supporting downtown businesses by producing and promoting events that attract visitors, enrich life for residents, and drive revenue to local businesses. These events, such as festivals, concerts, and farmers' markets, create a lively atmosphere that encourages foot traffic and strengthens the community's sense of place. Beyond event production, the BID is also responsible for a comprehensive advertising, marketing, and public relations campaign that reaches regional, statewide, and national audiences. This strategic marketing effort has been key in branding Downtown Grand Junction as a regional hub, increasing its visibility and positioning it as a desirable destination for both residents and tourists. Together, the DDA and BID work in tandem to create a thriving, well-promoted downtown that attracts investment, supports businesses, and enhances the quality of life for the community.



4. Public Art and Cultural Attractions

Public art installations and cultural programming have been integral to Main Street's revitalization. Grand Junction invested in murals, sculptures, and public art spaces that highlight the city's history and creative spirit. The downtown area also hosts a variety of cultural events, including art walks, music festivals, and farmers' markets. These cultural additions have made Main Street a dynamic destination for visitors, adding vibrancy and drawing a diverse crowd of people.

5. Transit and Connectivity Improvements

Recognizing the importance of connectivity, Grand Junction invested in public transportation options and pedestrian-friendly infrastructure to link Main Street with other parts of the city. Improvements included better bus services and bike-friendly amenities, ensuring that Main Street is accessible to people of all mobility levels. These transportation upgrades have helped integrate the revitalized downtown area into the larger urban fabric, making it easier for residents and visitors to navigate.

Lehi's Main Street faces the challenge of balancing pedestrian activity with a heavier traffic volume than Grand Junction, as it serves as a major arterial route for the area. However, it can draw similar success by focusing on creating a wider pedestrian zone, slowing traffic, and relocating parking off of Main Street. Leaning into creation of distinct public spaces, public art, outdoor dining, and pedestrian-friendly streetscapes, as well as hosting community events, will also foster a more dynamic downtown and switch the area's role from pass-through to destination. The City should explore options to provide grant programs and economic incentives to help restore facades, attract a vibrant mix of businesses Downtown, and to help them be successful.

Mills District

DESIGN GUIDELINES

The Mills District presents an opportunity to extend the character and vitality of the historic core into a more contemporary, mixed-use environment. This area is currently characterized by auto-oriented commercial retail and has design standards in place which draw on the architectural character of the historic Lehi Roller Mills. While the district should respect and celebrate this important landmark, it must also provide space for new growth, innovation, and architectural expression. It is recommended that the design guidelines for this district be updated to allow for more flexible development and architectural character while ensuring high-quality urban design and compatibility with surrounding uses. The district should be dynamic, pedestrian-focused, and provide excellent regional access while also offering enough of a range of amenities to be self-sustaining. In essence, it should be a "new downtown" that complements the core and supports it rather than undermine it.

Development Form

The Mills District development form must support a vibrant and contemporary environment while acknowledging the area's heritage. Similarly to the Downtown Core, the district should encourage mixed-use development, active ground-floor uses on Main Street, and thoughtful design that enhances the public realm.

The strength of this district in supporting the Downtown Core is the introduction of residential units within walking distance of the historic district, thereby supporting commercial uses, but within a space that is more readily reconfigured and able to absorb these units. The Mills District

Figure 7: Mills District Massing Diagram

Conceptual example of potential uses and building massing within the Mills District. Note the reduced block sizes and buildings fronting streets with parking behind.

is not under the same space constraints, nor is it directly adjacent to single-family neighborhoods. Hence buildings up to five stories or more are envisioned, with the intent to foster vertical mixed-use projects that integrate housing, retail, and office space. Where adjacent to residential neighborhoods, upper stories should be stepped back, and additional landscaping or screening should be provided to minimize impacts and improve compatibility.

The Mills District is intended to provide a dynamic gateway to the Downtown area and support activity in the Core by locating more residents withing walking distance while still being a key commercial area of its own.

Consider aligning bottom of the box to the bottom of the other box/picture.

Architectural Style and Materials

The Mills District should provide a greater level of flexibility to development than its historic neighbor, while still respecting the historic character of the area. While brick remains an appropriate primary material, it may be complemented by steel, concrete, fiber cement panels, or other modern and durable materials. Large storefront windows, contemporary detailing, and simple but expressive forms should define the district's architectural language. Designers may still be encouraged to use cues which reference the Roller Mills architecture without being a literal copy. As a strongly residential mixed-use district, additional elements such as canopies, open-air balconies, plazas and other common space amenities should be integrated to enrich the livability of the district.

Massing and Articulation

New buildings should be designed with appropriate scale and massing to support the district's role as a mixed-use hub. Buildings up to five stories are appropriate, with upper-story stepbacks after the third floor to maintain a human-scale streetwall. Long façades must be broken down into smaller visual modules through the use of material changes, projections, recesses, and vertical articulation. Frequent entrances and visually interesting elements—such as balconies, awnings, or color accents—should be incorporated to enhance walkability and improve the pedestrian experience.

Setbacks, Building Orientation, and Facades

Similarly to the Downtown Core, minimal front setbacks are encouraged in the Mills District to create a strong street edge and support ground-floor activity, with buildings oriented toward the street. Façades should incorporate both horizontal and vertical divisions, with the ground floors fronting Main Street including a high level of transparency to encourage visual connection between interior and exterior spaces. Storefront windows, corner entries, and expansive glazing should be used to enhance retail viability and improve the streetscape.

STREET NETWORK

The Mills District street network will transition from a disjointed parking area to a cohesive grid, featuring on-street parking and shared parking areas for more efficient space usage. A reconstructed street grid is envisioned, with neighborhood streets designed with a 52-foot cross-section, including 10-foot travel lanes in each direction, curb and gutter, parallel parking, park strips, and sidewalks on both sides.

Standard Improvements

Standard improvements for walkable commercial streetscapes include curb ramps, street trees, continuous planting strips, stormwater management features, pedestrian-scale lighting at corners and mid-block crossings, and parallel parking.

Case-by-Case Improvements

Case-by-case improvements for walkable commercial streetscapes include raised crosswalks, extended bulb-outs, shared public spaces, and interlocking concrete pavers at intersections.

Considerations

These streetscapes should consider traffic calming measures, expand public open space, and create opportunities for community stewardship. Considerations should also include minimizing frequent driveway cuts to improve pedestrian safety and flow. Development of the street network is likely to occur incrementally, and will require careful collaboration between the City and developers to ensure consistency in the new grid.

Recommended Transportation Network

- Downtown Lehi & Station Area Boundary

Street Context
- Residential neighborhood
- District transition

Street Network
- Existing Traffic Signal
- New Street

Bike facilities
- Bike lane
- Bike boulevard

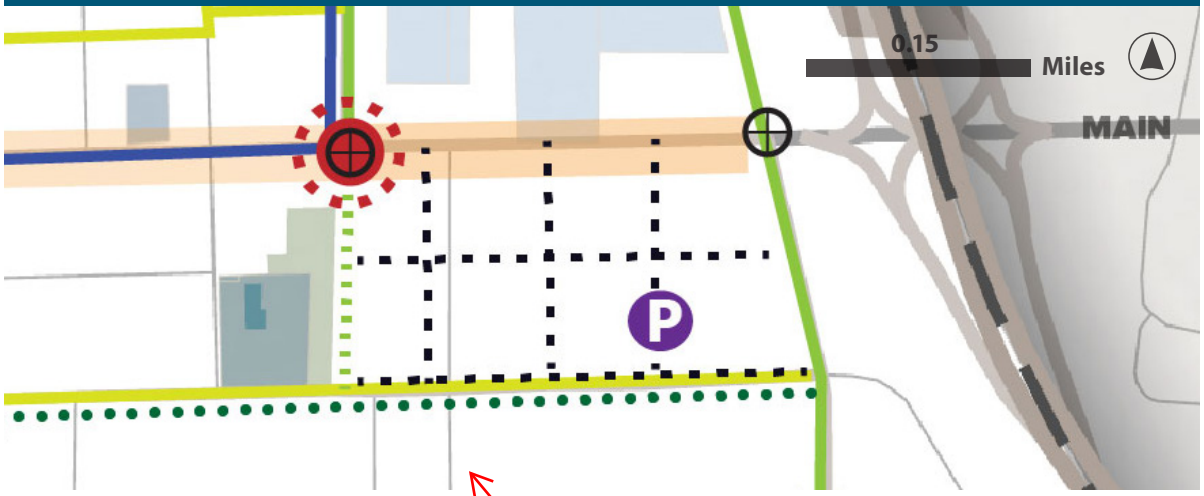
Crossings
- Signature crossing

Transit
- Transit Circulator (preliminary route)

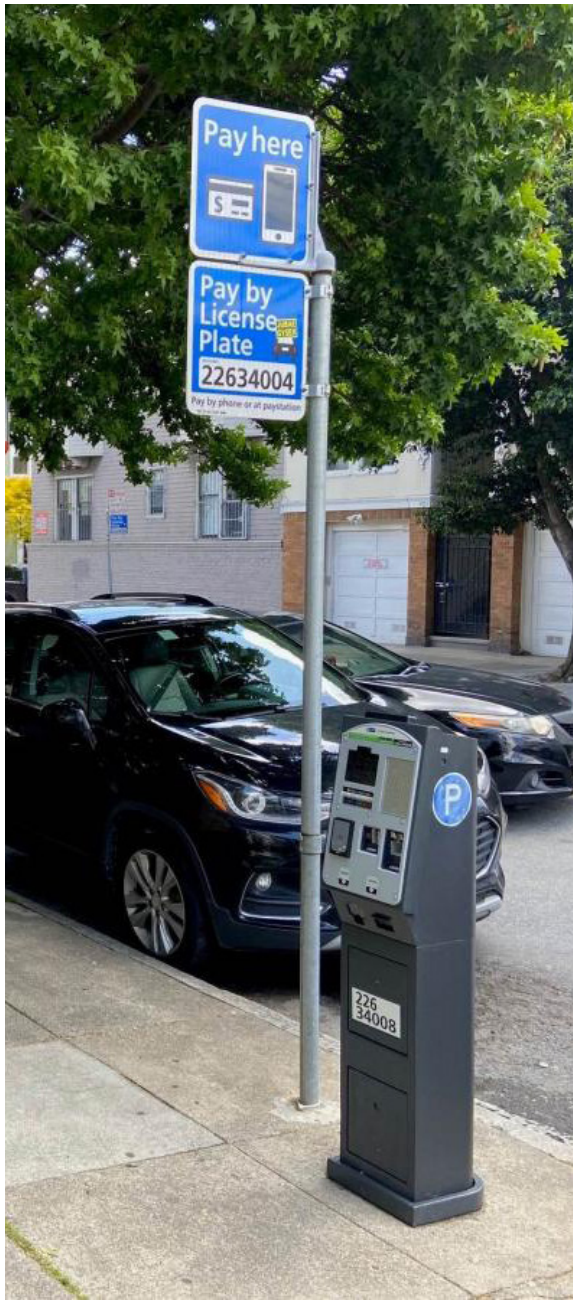
Parking
- New Civic Parking Structure

Other features
- Gateway
- New tree/landscape focus

Map 10: Recommended Transportation Network -Mills District



Add street address labels and other features for reference.



PARKING STRATEGY

Introduction

Parking currently occupies nearly 40% of the existing land in the Mills District. As the district evolves, the focus should shift from sprawling commercial parking lots to a vibrant mixed-use environment with active commercial spaces and residential units.

On-Street Parking

Implementing a 2-hour time limit during daytime hours is recommended to encourage short-term parking turnover and improve accessibility. Traffic-calming features like bulb-outs can define parking stalls and enhance pedestrian safety.

Off-Street Parking

Parking demand will rise with district growth, but it is important to maintain current levels of parking availability. Parking studies for new developments are recommended to help align parking provisions with land use intensity and identify opportunities to redevelop underutilized parking lots.

MANAGEMENT STRATEGIES

A new wayfinding system should be implemented to guide drivers to available shared parking spaces. This will reduce search time, alleviate congestion, and encourage the use of underutilized facilities, enhancing parking efficiency and user experience.

Key Strategies Include:

- Encourage the redevelopment of side-yard parking lots to optimize land use.
- Promote shared parking between businesses with different peak hours (e.g., offices experience demand during the day and restaurants experience demand in the evening).
- Shift parking into structured parking facilities to reduce large surface lots.
- Leverage Tax Increment Financing (TIF) to fund a civic parking structure, consolidating parking and enabling redevelopment.

Center description with the correlating letter.

Open Space and Gathering Areas

The vision for open space along Main Street introduces and connects five key gathering areas along the corridor (see **Map 11**):

- **A** Downtown Core District Square
- **B** Pocket Parks in Downtown Core
- **C** Mills District Square
- **D** Rodeo District
- **E** Lehi Outdoor Pool

These spaces will be linked by an enhanced and more pedestrian-oriented Main Street streetscape. Together, these spaces will enhance the Main Street area by providing recreational uses, gathering areas, places of respite, and identity branding. They are a core asset to the evolution of the Main Street area, and should be prioritized as key developments that will catalyze future activity and interest in the corridor.

Map 11: Green Network - Main Street

Maybe make the legend slightly larger(make same font size as text above?)

Consider centering the picture with the text or text with picture to keep consistent visuals. Or aligning top of the text to the pictures.

A - DOWNTOWN CORE DISTRICT SQUARE

The Civic Campus Master Plan proposes a central green gathering place located adjacent to City Hall. This square is intended to serve as a key focal point for community gathering, including as a performance venue. The square is also envisioned to be directly connected to Main Street via a pedestrian promenade to the south. In addition to being a key gathering space for events, the square should offer a variety of unprogrammed and passive elements typical of a city park or campus to make the area inviting and active during regular hours.

B -POCKET PARKS

Pocket parks on Main Street are intended to occupy vacant infill sites in the Downtown Core that are otherwise not suitable for new development. They may occupy narrow spaces, serving as a pedestrian corridor to locations deeper within the block, or be destinations of their own. The City currently owns one open parcel adjacent to the Literacy Center which may be enhanced for this purpose, incorporating additions such as seating, public art, attractive plantings, and shade. Other sites may present opportunities in the future as the district evolves. The City should take advantage of such opportunities to develop unusable sites as pocket parks in order to catalyze interest and new development Downtown. In some cases, public-private partnerships may be explored to incorporate uses such as dining adjacent to a restaurant.

C -MILLS DISTRICT SQUARE

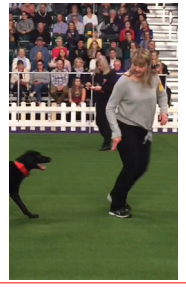
A district square centered within the Mills District will support the development of a strong sense of place within that neighborhood. This area's branding, placemaking, and wayfinding elements are essential to transforming the area, drawing visitors, and fostering commercial use. Adding a core green space will serve as a focal point and create a more welcoming, pedestrian-friendly environment that invites exploration and invites people to stay. This square may be developed either publicly or privately depending on the development needs and opportunities of the district area.

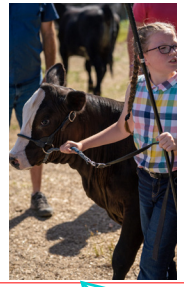
D - RODEO GROUNDS

The rodeo grounds have long stood as a key community landmark within Lehi City. However, the facility is limited in its capacity for rodeo use and is vacant much of the year. Rather than relocate the grounds, the interest of the community is to revitalize and enhance them, making the facility an attraction for a variety of events throughout the year. Potential additional uses for the facility include school program partnerships, music performances, car shows, motorsports, mud-loving sports such as cyclocross and mud-runs, and other sport tournaments.

Outside of the arena, developed green spaces or plazas can provide additional support for hosting markets, festivals, and other events as pictured in **Figure 8** on the next page. It is recommended that a separate study be conducted to master plan this facility for its potential uses and rodeo enhancements, as well as to resolve issues such as access and parking.

Figure 8: Year-Round Rodeo Ground Uses





Year-Round Activation Opportunities

- **Community events:** Organize concerts, food festivals, outdoor fairs, arts and cultural festivals, holiday markets, farmers' markets, and more.
- **Wellness & adventure activities:** Host health fairs, pet expos, charity walks/runs, create community gardens, and set up obstacle courses, climbing walls, and temporary zip lines.
- **Outdoor fitness classes & sports competitions:** Offer outdoor fitness programs like yoga, Pilates, boot camps, and organize events such as wrestling, dance, archery, and martial arts tournaments.
- **Partnerships & Private Rentals:** Partner with schools for activities like FFA programs, dances, and other community-based events. The grounds can also be rented for private events, including weddings, corporate retreats, family gatherings, and other special occasions.

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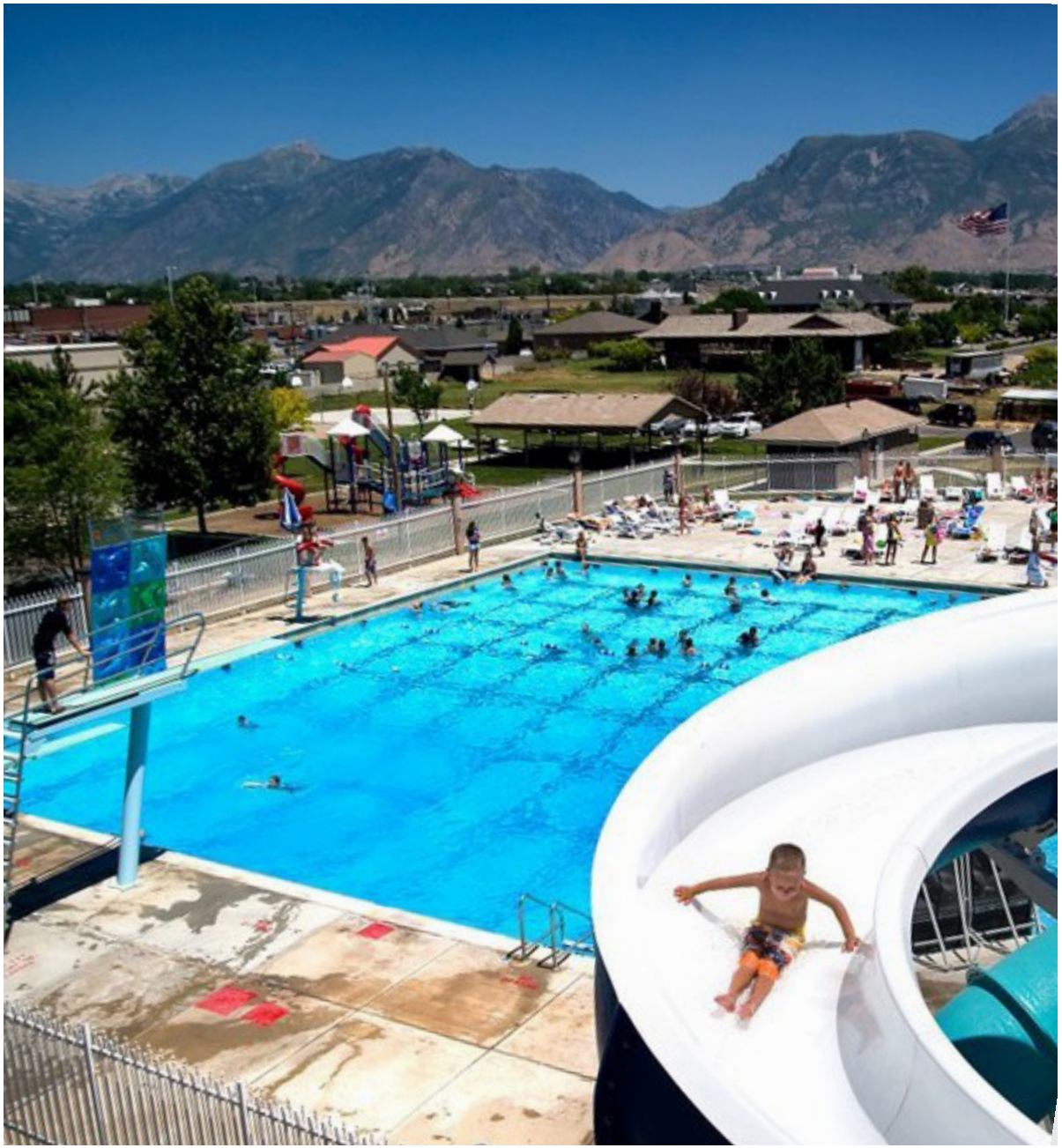
E - OUTDOOR POOL

The Lehi Outdoor Pool is a popular destination for residents and visitors, offering a key recreational amenity throughout the summer season. While this facility is expected to remain, improvements to the park area on the north end of the facility may be considered to enhance the site as a community asset. Currently, the grounds feature a playground, pavilion, volleyball, and basketball court. Additional outdoor games and interactive water features that tie the theme of the pool to the site might be considered. Most importantly, public access and wayfinding to the park is limited, and ideally should be strengthened, providing additional connections to Main Street and the Mills District.



Economic Impact

This section summarizes the projected impacts of proposed development scenarios in the Downtown Core and Mills District for both the City and private developers. It is intended to provide guidance on implementation of the plan and a foundation for some of the recommendations herein. The analysis is based on current market conditions, which means the findings may change if market dynamics shift.

DOWNTOWN CORE

No specific design plans have been prepared for the Downtown Core as part of this study. For analysis purposes, it is assumed that properties with the lowest land values (approximately 5.6 acres) represent the most likely candidates for near-term redevelopment. These parcels currently average $800,000 in taxable value per acre, compared to the downtown average of $2 million per acre. If redeveloped to the current downtown average, these sites could yield approximately $7,500 in additional property tax revenue annually. If redeveloped to the highest value range observed downtown, the increase could be closer to $33,000 per year.

Buying Power

Retail viability in the Downtown Core is directly tied to the level of local household spending, or "buying power." **Table 2** shows the average sales per capita in Utah in 2024 for various types of retail. The categories selected are those that could be found in a typical small-scale downtown area. As no specific plans are in place for an exact number of residential units to be added, a range of growth is projected for 100 units and 200 units with their respective added buying power. Note that the General Plan currently allows up to 250 residential units in the area, with an estimated 135 units in place today. At full build-out under the existing cap, approximately 115 additional units could be added.

Table 2: Buying Power Analysis

Description	UT Ave Sales per Capita	100 Units	200 Units
Furniture	$400.42	$100,105	$200,210
Electronics	$453.35	$113,338	$226,675
Food and Beverage	$1,994.60	$498,650	$997,300
Health and Personal Care	$289.50	$72,375	$144,750
Clothing	$756.88	$189,220	$378,440
Sporting Goods, Hobbies, Books & Music	$467.27	$116,818	$233,635
General Merchandise	$2,888.16	$722,040	$1,444,080
Miscellaneous Store Retailers	$802.28	$200,570	$401,140
Amusement, Recreation	$328.47	$82,118	$164,235
Food Services & Drinking Places	$2,322.99	$580,748	$1,161,495
Repair & Maintenance	$601.06	$150,265	$300,530
Personal & Laundry Services	$138.72	$34,680	$69,360
TOTAL	$11,443.70	$2,860,925	$5,721,850

Source: Utah State Tax Commission; ZPFI

Analysis Results

The analysis indicates the following:

- A typical small downtown store occupies about 2,500 square feet and averages $875,000 in annual sales.
- One new household contributes an estimated $11,400 in retail spending annually. This is enough to support only 80 square feet of retail space.
- Even with 200 new units (roughly 500 residents), the increase in spending would support only about 4,000 square feet of retail, or one to two additional shops.

Current retail sales in the Downtown Core total approximately $11.7 million annually. An additional 200 new households would add $1.4 million in spending power or a 12 percent increase. While this growth is meaningful, it is not sufficient on its own to support the broader range of businesses envisioned for a revitalized Downtown.

The current population within ¼-mile radius of the Downtown Core is approximately 1,500 people. Total buying power from this group, is roughly $17.2 million. Assuming 25 percent capture from this group results in spending power of $4.3 million in downtown.

Another approach for Lehi to attract retail into downtown, other than rooftops, is through attracting primary job generators which can bring significant employment. Employment is especially effective in increasing demand for lunchtime eating establishments. However, this may be difficult to produce at a meaningful scale like has been done at Thanksgiving Point, and may not reflect the goals for the downtown area.

Key Takeaways for the Downtown Core

- Redevelopment of low-value properties could **generate up to $33,000 annually in new property tax revenue**.
- Mixed use development has been successful in the downtown core, with **retail on the ground floor and offices located upstairs**. Small-scale office, with a tenant-in-tow, could be feasible in this area.
- While additional residential units downtown increase local spending, 200 units alone would support only a modest amount of new retail. To achieve the desired level of retail diversity and stability, additional housing density immediately outside the core will be necessary to strengthen the customer base.
- Current retail sales in the Downtown Core are about **$11.7 million annually**. About one-third is likely generated by the population within walking distance. This could further be increased with additional population living Downtown.

The overall revitalization plan should be limited to the general plan for density.

MILLS DISTRICT

Table 3 shows how the planned growth in the Mills District can add significantly to the attractiveness of Lehi's downtown area as a retail and employment destination. The fiscal impacts for two housing density scenarios are compared:

- Most Intense Scenario: 1,300 residential units and 158,300 square feet of commercial space.
- Least Intense Scenario: 300 residential units and 158,300 square feet of commercial space.

Under these assumptions, the projected tax increment over 20 years ranges from $9.3 million (Least Intense) to $20.3 million (Most Intense). The added household buying power is projected to range from $8.6 million to $37.2 million annually.

1300 units will require substantial improvements to the utilities to support.

City Impacts

Fiscal impacts to the City are driven primarily by property tax, sales tax, municipal energy tax, and Class B/C road funds, all of which increase with greater development intensity.

As shown in **Table 4,** the 20-year revenues vary significantly by scenario. Residential development generates nearly $453,000 per acre under the Most Intense Scenario, compared to only $107,000 per acre under the Least Intense Scenario. Retail provides the highest per-acre returns, while office and residential vary with density. At low densities—such as 300 units on 41 acres (approximately 7 units per acre)—revenues are considerably less.

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Table 3: Summary of Major Impacts - Mills District

Summary	Least Intense	Most Intense
Residential Units Planned	300	1,300
Commercial SF	158,300	158,300
Fiscal Impacts - Lehi City - 20 Yrs	$9,366,343	$23,178,226
Property Tax Increment - 75% Capture - 20 Yrs	$3,455,883	$20,268,201
Increased Retail Buying Power from Residential	$8,582,775	$37,192,025

Table 4: Mills District - Fiscal Impacts by Development Type

Summary	20-Yr Fiscal Impacts		Units/SF		Revenue per Unit/SF		Density/ FAR		Revenue per Acre	
	Least	Most	Least	Most	Least	Most	Least	Most	Least	Most
Residential	$4,580,346	$18,392,229	300	1,300	$15,268	$14,148	7	32	$106,875	$452,732
Office	$628,356		79,150		$8		0.40		$138,326	
Retail	$4,157,641		79,150		$53		0.40		$915,259	

Source: ZPFI

Developer Impacts and Feasibility

It is important for cities to have a perspective of what type of development will occur naturally in the market and what type of development may need some incentives in order to occur. Generally speaking, affordable housing and structured parking both need public assistance. If development costs are the same for an affordable unit and a market-rate unit, no developer would want to give up the loss in rent revenue from allocating some units as affordable rather than market-rate.

As noted in **Table 5**, the **Most Intense Scenario** achieves about 32 units per acre. Surface parking is feasible, and current cap rates produce higher returns, making this scenario more attractive to developers.

The **Least Intense Scenario** (see **Table 6**) includes 300 units with a density of about 7 units per acre. Land costs would be less under this scenario. Assuming a cost of $1.5 million per acre results in profitability for a developer at cap rates between 3.5 and 4.0 percent. With current multifamily cap rates just above 5.0 percent, this scenario is less feasible under current market conditions.

Table 5: Mills District - Most Intense Scenario Market-Driven Residential Development

CAP Rates	Market Value	Construction Cost	Profit on Cost
4.50%	$597,905,544	$419,033,333	42.7%
5.00%	$538,114,989	$419,033,333	28.4%
5.50%	$489,195,445	$419,033,333	16.7%
6.00%	$448,429,158	$419,033,333	7.0%

Table 6: Mills District - Least Intense Scenario Market-Driven Residential Development

CAP Rates	Market Value	Construction Cost	Profit on Cost
3.50%	$177,400,546	$135,985,714	30.5%
4.00%	$155,225,478	$135,985,714	14.1%
4.50%	$137,978,202	$135,985,714	1.5%
5.00%	$124,180,382	$135,985,714	-8.7%
5.50%	$112,891,256	$135,985,714	-17.0%
6.00%	$103,483,652	$135,985,714	-23.9%

Source: ZPFI

Buying Power

Retail viability depends on the amount of household spending generated by new residents. As shown in **Table 7** the scale of impact between the two development scenarios is significant:

- A typical downtown store is approximately 2,500 square feet and generates about $875,000 annually in sales.
- One household contributes roughly $11,444 in spending each year, which is enough to support about 80 square feet of retail space.
- The **Most Intense Scenario** (1,300 units / ~3,250 residents) would generate about $37.2 million in new annual spending. Assuming 25 percent of that spending is captured in downtown, this would support roughly 42,000 square feet of additional retail, which is enough for 15–20 new shops.
- The **Least Intense Scenario** (300 units / ~750 residents) would add about $8.6 million in annual spending. With the same 25 percent capture rate, this would support approximately 9,000 square feet of retail, which is equivalent to three to four small shops.

This analysis demonstrates that higher-density residential development in the Mills District not only strengthens downtown's overall buying power, but also creates the conditions to support a broader mix of stores and services. Importantly, unlike the Downtown Core, the Mills District is not constrained by a residential density cap in the General Plan. As an existing commercial area characterized by extensive surface parking, it presents far greater redevelopment potential to add the rooftops necessary to sustain new retail.

Table 7: Mills District -Buying Power Comparison - Annual

Comparison Table	Buying Power	
Average per Capita	$11,443.70	
Household Size	2.5	
	Most Intense	Least Intense
Residential Units	1,300	300
Buying Power	$37,192,025	$8,582,775

Source: ZPFI

Key Takeaways

- Market rate residential and retail development is feasible in today's market. However, public assistance may be needed for properties where acquisition and demolition of existing structures is required.
- Retail development provides the highest fiscal impacts to the City on a per acre basis, followed by residential development and then office.
- If a Community Reinvestment Area (CRA) is created and captures 75 percent of increment, tax revenues could reach $20.3 million over 20 years.
- If office development is desired in the area, a developer would need public assistance in the neighborhood of $7.9 million for the planned 79,150 sf. This assistance could be reduced over time as vacancy rates increase and office rents rise.
- The Most Intense Scenario would add enough household spending to support roughly 42,000 square feet of new retail, compared to only 9,000 square feet in the Least Intense Scenario. With no density cap and substantial redevelopment opportunities on existing surface parking, the Mills District has stronger potential than the Downtown Core to deliver the residential base necessary to sustain new retail and services.

IMPLEMENTATION PLAN

Strategy 3.1 - *Amend existing land use ordinances within the Main Street districts to align with the vision and recommendations of this plan.*

- **3.1.1 -** Adopt mixed-use and/or form-based zoning within the Mills District to allow for new uses within that area. Revise *Chapter 37 Design Standards* for the district to promote new mixed use development and allow for increased design flexibility in the built form. Allow flexibility for the creation of a master development plan for the area as a potential tool.
- **3.1.2 -** Update *Chapter 37 Design Standards for the Downtown Core* district per the design guideline recommendations of this plan.
- **3.1.3 -** Consider also adopting the Main Street streetscape concept and recommendations from this plan as part of *Chapter 37 Design Standards for the Downtown Core* district.

Strategy 3.2 - *Enhance Main Street as a walkable and more vibrant corridor within Downtown.*

- **3.2.1 - a.** Improve the core segment, between 200 E and 200 W, to expand the pedestrian realm and activate the street per **Figure 5.**
  - **b.** Add street trees, improved lighting, more planters and furnishings, and public art installations to enhance the pedestrian zone.
  - **c.** Convert on-street parking areas to flex zones, allowing for either outdoor dining, limited parking/loading, or other uses to occur within the space.
- **3.2.2 -** Improve the transition area segments with added street trees, street parking, and traffic calming features.
- **3.2.3 -** Improve and enhance pedestrian crossings at all intersections within the Downtown Core, as well as at 500 East.
- **3.2.4 -** Facilitate the creation of a restored street grid within the Mills District as part of new development.

Strategy 3.3 - *Adopt a more balanced, pedestrian-focused approach to parking along Main Street.*

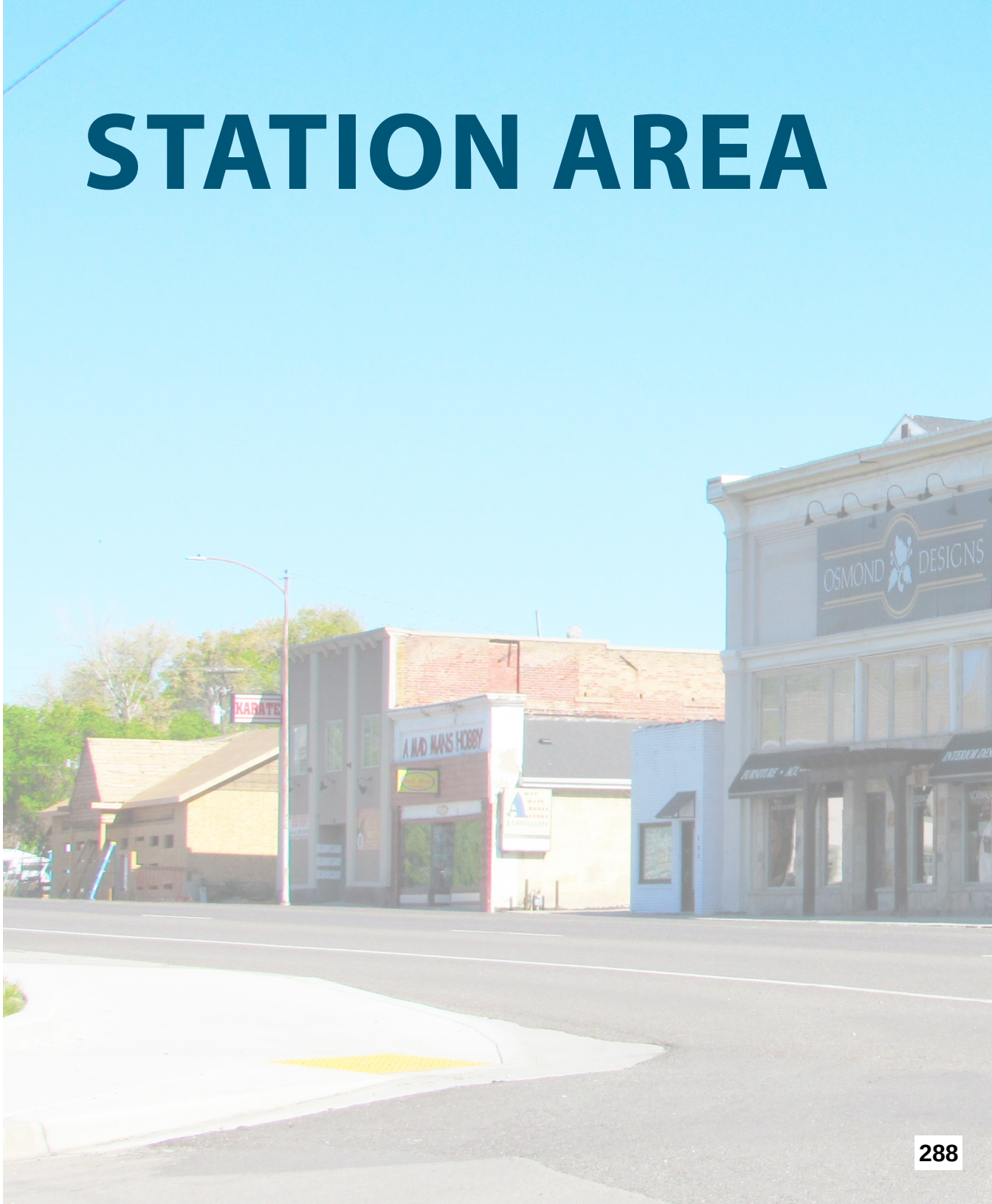
- **3.3.1 -** Reduce the amount of on-street parking on Main Street and optimize on-street parking on side streets.
- **3.3.2 -** Concentrate off-street parking on shared facilities located behind frontage buildings.
    - **a.** Reduce parking minimum requirements for new developments.
    - **b.** Promote the creation of shared-parking agreements.
    - **c.** Open City-owned lots as an option for meeting parking requirements for new businesses on Main Street, either as public parking or by lease agreement.
- **3.3.3 -** Consider the construction of a City-owned centralized parking structure within the Downtown Core district as part of the civic campus, utilizing TIF or similar funds.
- **3.3.4 -** Consider the construction of a centralized parking structure within the Mills District. The cost may need to be shared by both developers and the City.
- **3.3.5 -** Implement duration restrictions or paid parking for on-street parking to free parking spaces for shorter turnover activities.

Strategy 3.4 - *Create and task an economic development organization with the revitalization of Main Street.*

- **3.4.1 -** Create a Downtown Authority or give greater responsibility to an existing body to facilitate economic development and attract businesses to Main Street.
- **3.4.2 -** Utilize TIF or similar funds to develop grants for façade improvements, catalyst projects, and restaurant conversions.
- **3.4.3 -** Task the Downtown Authority with facilitating activity programming within the Downtown Core, including events such as markets, business walks, food truck nights, concerts, parades, and festivals.
- **3.4.4 -** Task the Downtown Authority with marking and branding of the Downtown both locally and regionally.

Strategy 3.5 - *Conduct a feasibility study for the revitalization and year-round programming of the rodeo grounds.*

04 STATION AREA



Introduction

This chapter focuses on the future transit station located at State Street and 100 East in Downtown Lehi. As Lehi evolves, it is essential to create a plan for this area that addresses transportation needs, multimodal connectivity, and the unique character of State Street. The future station area offers an opportunity to enhance transit access and integrate it with greater Downtown, while also preserving historic uses on State Street.

A central goal of this chapter is to meet state requirements for station area planning and development, ensuring the area is well-connected and aligned with regional transit goals. It will establish guidelines for future growth, focusing on site accessibility, active transportation, and transit-oriented development. By combining these strategies with updated state policies, this plan will help transform the Downtown Lehi Station Area into a vibrant, accessible hub that supports both transit users and the surrounding community.

A NOTE ABOUT PLAN STRUCTURE

This station area plan has been integrated into the ***Lehi Downtown Revitalization Master Plan*** to leverage potential synergies between the future station area and activity on Main Street. To promote brevity and accessibility within this chapter, key information that has informed the policies and recommendations has been located in the appendices at the back of the plan. *Appendix A: Existing Conditions* details the area's physical and environmental context, while *Appendix B: Community Engagement* summarizes feedback from public meetings and stakeholders. Together, they offer insights into the data and community input that shaped the plan's vision and guidelines.

Station Area Aerial , State Street and I-15 with 500 W Overpass

Meeting State Requirements

Recent changes in Utah State planning codes require that transit plans analyze a wider service area (1/2 mile radius) and to incorporate options for affordable housing. This station area plan specifically encompasses the following:

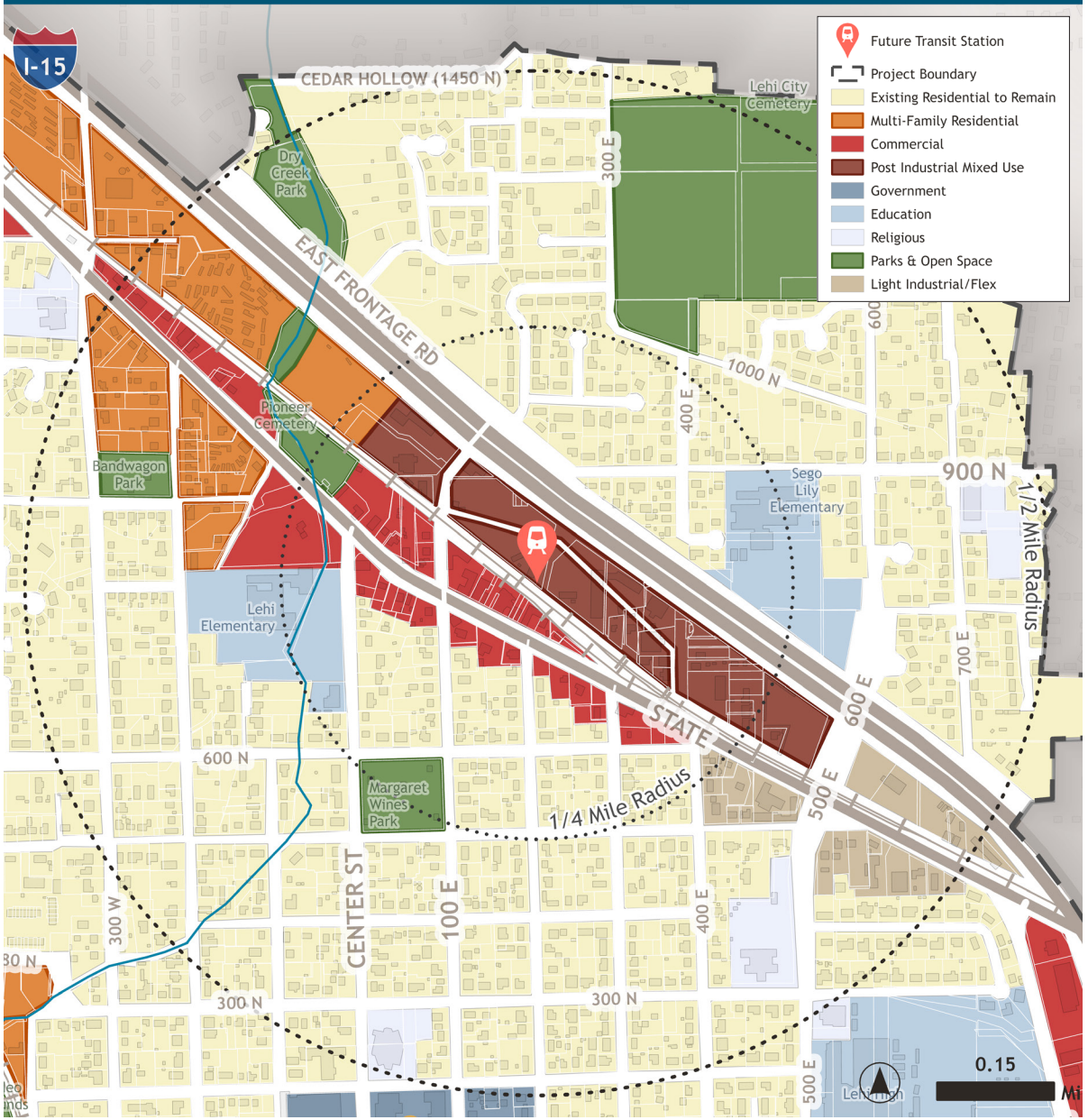
- Assessment of prior studies and the existing conditions of the study area, focusing on the Station Area "zone of influence," changing development patterns, and recent demographic and socio-economic changes.
- Incorporation of statewide objectives for moderate-income housing, environmental conditions, transportation choices, and access to opportunities.
- Assessment of the Station Area's market potential and the synergies of commercial and multi-family residential uses, as part of a mixed-use transit district.
- Assessment of access to and from the Station Area for vehicles, transit, and active transportation modes, including pedestrians and bicyclists.

Future Land Use

The Lehi Station Area contains a variety of land-uses within the Station District and its zone of influence. The accompanying land-use diagram provides a detailed vision and refinement of the proposed land uses for the area.

Future land-uses are arranged with the highest intensity uses concentrated within the sites adjacent to the platform which are assumed to generate high transit ridership. These areas are largely found wihin the space bounded by I-15 and State Street, and represent the highest opportunity zone for redevelopment within the 1/2 mile radius. The majority of the station's zone of influence is characterized by existing single-family neighborhoods, which are anticipated to remain and must be carefully considered in regards to any new development in the area.

Map 12: Future Land Use - Station Area



Land Use Descriptions

POST-INDUSTRIAL MIXED USE

This land use type represents the area directly surrounding the future transit station and is anticipated to be the area of greatest change within the station zone of influence. The area is generally bounded between State Street and I-15, between Center Street and 500 East. Existing uses in the area are predominantly a mix of light industrial, flex industrial/retail, and minor single-family residential uses, some of which are likely to remain for some time as the district evolves. New uses within this area should similar include a mix of residential, commercial, office, and flex spaces, demonstrating creativity in the arrangement and blending of new and existing buildings and being characterized by industrial-like architectural elements. Uses in this area should also be supportive of transit, decreasing dependence on the automobile by locating residences and employment space within walking distance of the platform.

Example of Post Industrial Mixed Use

COMMERCIAL

Commercial land use within the station area is primarily located on the State Street frontage. Much of this area is currently zoned for this use, including the historic row of buildings on the north side of State Street, but several properties are either vacant or underutilized. New development in these areas should front the street with minimal to no setback, and may be mixed-use if ground-floor retail is provided. Any infill or adaptive reuse within the historic row should match the architectural character of the existing historic buildings.

Example of Commercial

LIGHT INDUSTRIAL/ FLEX

Existing light industrial uses occupy these areas at the southern end of the State Street corridor within the station zone of influence. Due to issues with accessibility and their general economic stability, uses in this area are anticipated to remain.

MULTI-FAMILY RESIDENTIAL

These areas are intended to provide transit ridership and affordable housing within the station area. They include a mix of townhome, duplex, and/or multi-plex units that provide "Missing Middle" housing opportunities, including homeownership and convenient walking distance to the transit station. Building heights should have a maximum of three to four stories, and less when located adjacent to single family residences. When located adjacent to trails and open space, buildings should front and provide direct access to these amenities.

EXISTING SINGLE-FAMILY RESIDENTIAL

Existing single-family residential neighborhoods account for nearly two-thirds of the area within the zone of influence of the station. These neighborhoods are intended to remain. A limited amount of new single-family residences may be incorporated as infill development to improve transitions with other uses in the area, as well as accessory dwelling units. Most importantly, this plan includes updates to the transportation network to facilitate greater active transportation use from these neighborhoods to the station.

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Example of Light Industrial/Flex

Example of Multi-Use Residential

Example of Single-Family Residential

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EDUCATION

Two elementary schools are located within ¼ mile of the transit station. These schools are expected to remain in use long-term, and will be valuable assets to the station area with added population, doubling as both education and open space sites. Safe routes between the schools and the station across State Street and under I-15 will be critical to consider in the transportation network.

PARKS AND OPEN SPACE

A range of parks, plazas, greenways, and streetscapes are proposed to establish Downtown Lehi and the Station Area as a vibrant city center. The station zone includes four public parks and a public cemetery, with additional new parks and open spaces anticipated as part of new development, including a district square adjacent to the station and pocket parks. All green spaces should integrate with adjacent land uses, and provide recreational amenities as needed. Trails and active transportation routes should connect parks, open spaces, and key community land uses, including the Civic Center, schools, commercial areas, and more densely populated neighborhoods.

Example of Educational

Example of Park/Open Space

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Station Design Guidelines

The envisioned future land uses for the Station District have been applied in the conceptual illustrative master plan (**Figure 10**). This master plan will serve as a guide to future development within the area, but the district will ultimately take on a form of its own on a project-by-project basis. Utah Transit Authority (UTA) and Wasatch Choice have laid much of the groundwork for the development of station areas, following the best practices established by other metro areas nationally. Building on this work, the following guidelines provide great flexibility, while requiring the necessary components of a successful and viable mixed-use district. These guidelines focus on two high level components: Development Form and Multimodal Connectivity. The guidelines herein are intended to serve as a high-level resource to development within the station. It is recommended that further detailed standards, ordinances, and/or master plans be developed to guide individual projects towards the vision embodied in this plan.

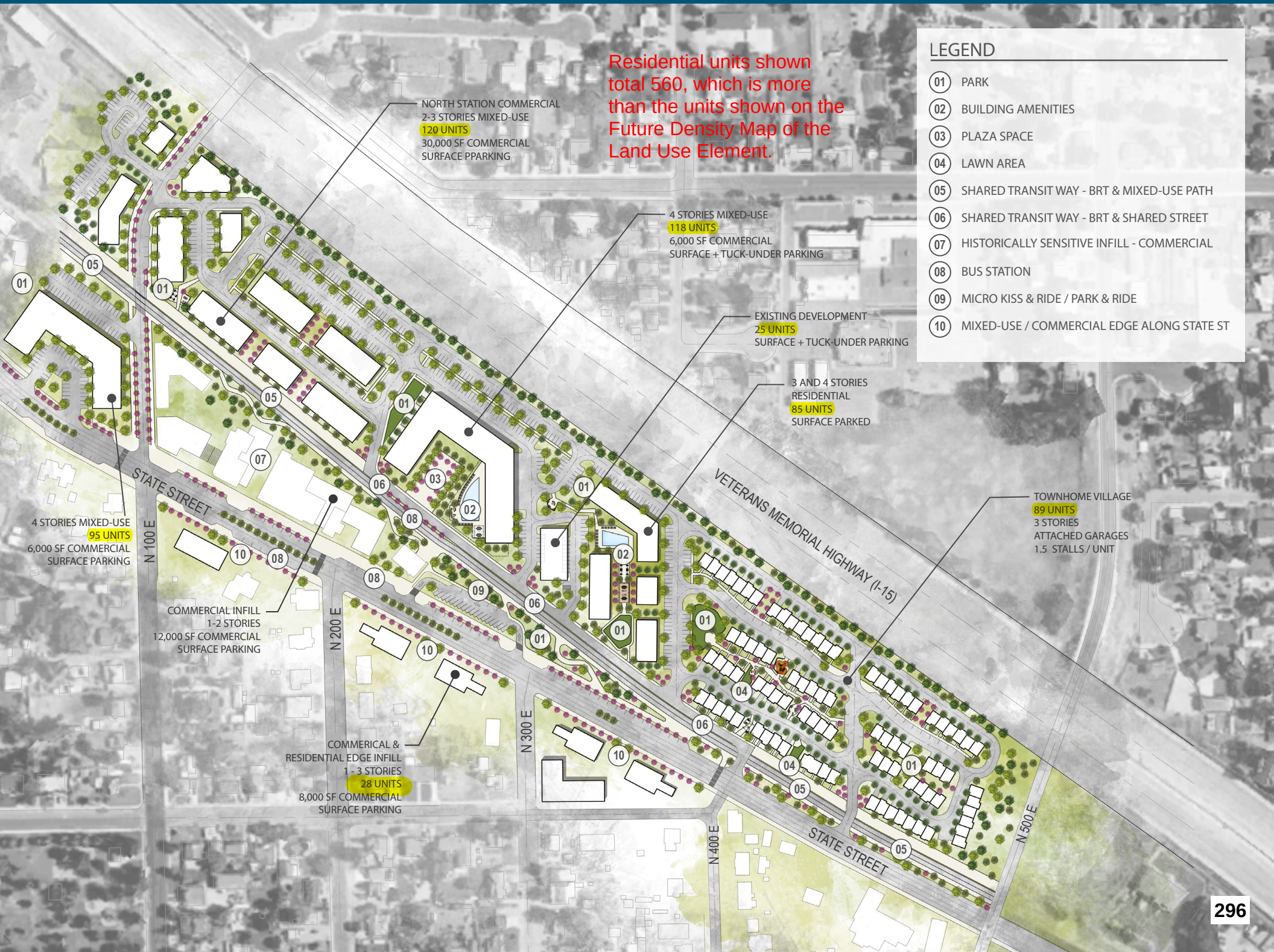
DEVELOPMENT FORM

The development form of the Station District should create a unique and inviting neighborhood which balances human need factors with the built form of the area. Special attention and detail must be given to the following areas to make this district successful:

- Architectural Style and Materials
- Massing and Articulation.
- Setbacks and Building Orientation.
- Facades, Fenestration and Transparency
- Screened Parking

Figure 9: Perspective View of the Station District Development Form

Figure 10: Station District Illustrative Master Plan



Update this map so that it matches the land uses on page 93 and 88. Some of the buildings are not shown as the same land use.

Massing and Articulation

The Station District is intended to support a higher intensity of use compared to the broader station area zone of influence. As development extends outward from the station, building massing should be thoughtfully designed to create a comfortable, pedestrian-scaled environment, while reinforcing the station's role as a central hub. The following are recommended to achieve these design goals:

- **Stepped Massing:** Building heights should step down gradually as development moves away from the station, ensuring a smooth transition in scale and providing a more human-scaled environment. This is especially important when transitioning to lower-density areas, historic structures, or open spaces.
- **Density around the Station:** Concentrate greater building mass near the station to create the necessary density that supports a vibrant mix of commercial, retail, and residential uses. This density is crucial for providing the volume of people needed to make these businesses viable.

Figure 11: Land Use Massing Diagram in Station District

Massing of Proposed Land Uses within the Station District . Note the increased building scale near the station platform, while building size reduces further away

- **Facade Articulation:** Facades of larger buildings should be regularly articulated to create visual interest and enhance the pedestrian experience. Elements such as material variation, changes in plane, balconies, and canopies will add complexity and respond to the scale of the street.
- **Stepbacks for Taller Buildings:** Most buildings in the Station District are anticipated to not exceed three stories. For buildings over three stories high, incorporate stepbacks at upper levels to maintain sightlines to the sky, allow sunlight penetration, and reduce the perceived mass of taller structures.

Architectural Style and Materials.

The area surrounding the station has an industrial feel. Exposed brick, steel and concrete with large windows are appropriate responses to maintain this aesthetic. When these materials are blended with residential comforts, contemporary and attractive living spaces are created. As an example, Loft Style apartments are desirable for their open floor plan and often provide flow through multiple living spaces; a response to the preference for the way in which people choose to live. For both commercial and residential, high ceilings with exposed ductwork and structure paired with large windows, promote natural light penetrating deep into the space.

The adaptive reuse of existing buildings or materials within the Station District should be encouraged wherever possible. Even the reuse of existing warehouse spaces may have potential in promoting an aesthetic which embodies the site's past in concert with new uses. These structures, with their raw industrial character and durable materials, can serve as evocative backdrops for contemporary programs such as craftsman/flex manufacturing, co-working hubs, or residential units. Preserving and repurposing these buildings not only reduces environmental impact by minimizing demolition and new construction but also strengthens the area's cultural identity, linking future development to its historical roots.

Setbacks and Building Orientation

Setbacks should range from zero to ten feet, which allows for more compact building footprints. This setback range should be used to establish a variety of expressions along long building facades. This variety can contribute to visual interest and prevent monotonous streetscapes, offering opportunities for architectural creativity.

The reduced setbacks support a lively, inviting street environment for a variety of uses, including commercial, residential, and mixed-use developments. This encourages active ground-floor uses that engage pedestrians and contribute to a sense of place.

Facades, Fenestration and Transparency

Maybe a word more understandable for the public?

Facade design within the Station Area should thoughtfully address both horizontal and vertical treatment of materials to create a dynamic and engaging streetscape. Approaches that distinguish the base, middle, and top of a building, or introduce horizontal and vertical banding, help break up the mass and avoid monotonous street walls. When combined with the reduced setbacks and stepped massing, these design elements enhance the building's relationship with its surroundings. Ground-floor transparency is a key component of this approach, as it fosters a safer and more inviting pedestrian environment. Large storefront windows for commercial spaces not only support retail activity but also contribute to visual variety and engage people as they move through the area. Similarly, residential front doors and punched windows add interest to the facade while maintaining a sense of privacy and scale.

Example of loft-style apartments with an industrial aesthetic using brick, steel, and large windows.

...and simple minded engineers

MULTIMODAL CONNECTIVITY

Multimodal connectivity is paramount to a successful transit-oriented development, allowing for flexibility and comfort moving between modes for the people living in and visiting the area. The future State Street/100 East Station will integrate balanced options for all user groups, including 1) Active Transportation, 2) Transit, and 3) Automobiles.

Active Transportation: Pedestrians, Bicycles, Scooters etc.

Active Transportation is a key complement to transit, as it supports first and last mile trips from home or work. As identified by UTA, to provide appropriate connectivity at a pedestrian scale, station area development should include the following aspects to ensure that adequate pedestrian connectivity is provided:

- Short to medium block lengths
- Grid-like street networks
- Narrow Streets
- Sidewalks
- Safe crossings
- Limited driveways
- Screened Parking
- Street trees
- Pedestrian scale lighting
- Street furniture
- Wayfinding Signage

Transit

The transit mode for the Station Area remains in question. While the UTA long range plan has identified bus rapid transit (BRT) as the preferred mode, recent studies such as the Point of the Mountain EA suggest that light rail may have new preference. For the purpose of this plan, the Station Area is anticipated to be serviced by BRT and local bus routes. Whichever mode is chosen will require ongoing coordination between the City, transit agenicies, and private development to work through specific details, but the overall desired concept of this plan should remain the same.

Automobiles

Automobile use is anticipated to remain an important mode in accessing the station, requiring the provision of parking and drop-off zones to link these modes. These offerings should be appropriately sized at a neighborhood scale to complement the level of development within the district.

Station Street Network & Shared Transitway

The proposed street network (**Map 13**) and shared transitway aim to improve vehicular and pedestrian access while prioritizing active transportation and transit.

Central to the envisioned street network is a shared transitway corridor that will be designed as a linear parkway. The transitway will maintain the current right-of-way, accommodate future transit modes and upgrades for future evolving transportation needs , and be multimodal, integrating (in order of priority) transit, active transportation, and automobiles where required into a single corridor..

xtra space

period

The transit stop, located adjacent to the historic train depot, will offer enhanced amenities for a more user-friendly experience for transit riders. The design strives to create a dynamic, integrated space featuring a shared street concept with rolled curbs and warning strips to define boundaries between bus and pedestrian spaces, as depicted in **Figure 12** and **Figure 13**. This will help to give the transitway a plaza-like feeling, allow pedestrian permeability, and enhance usability.

Figure 12: Transitway Cross-Section with Station Platform

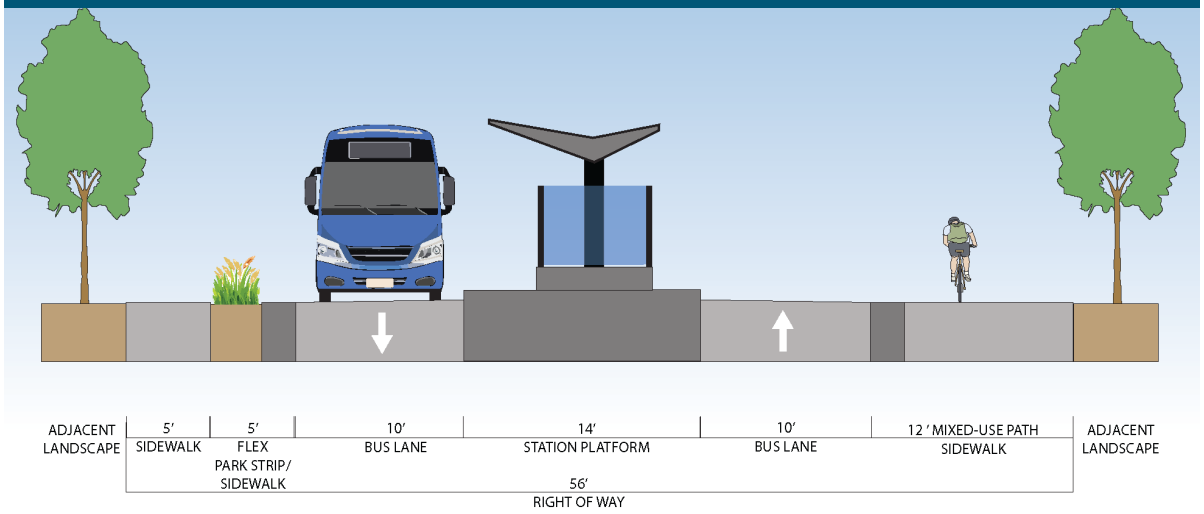
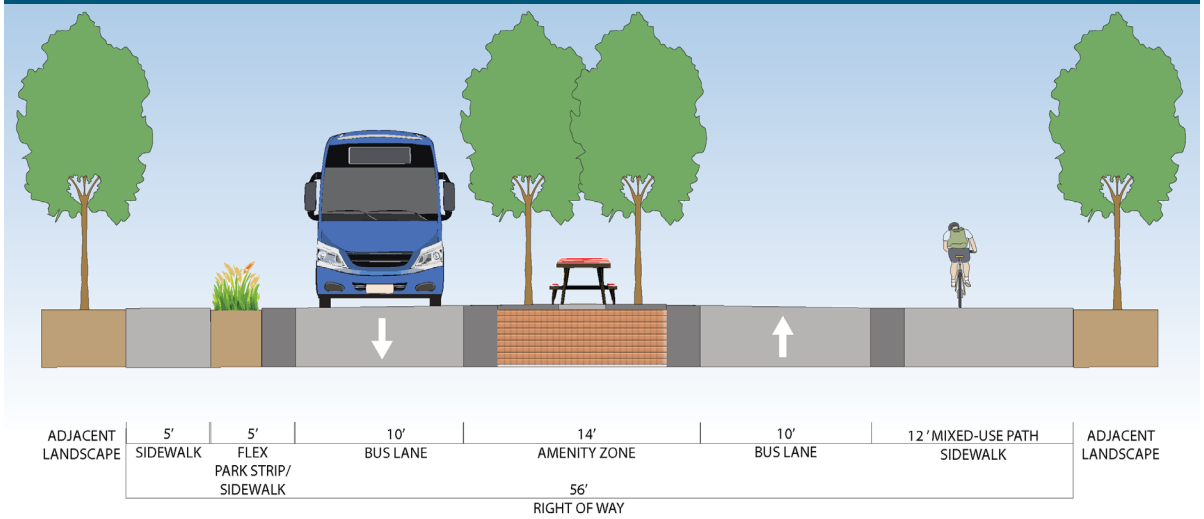
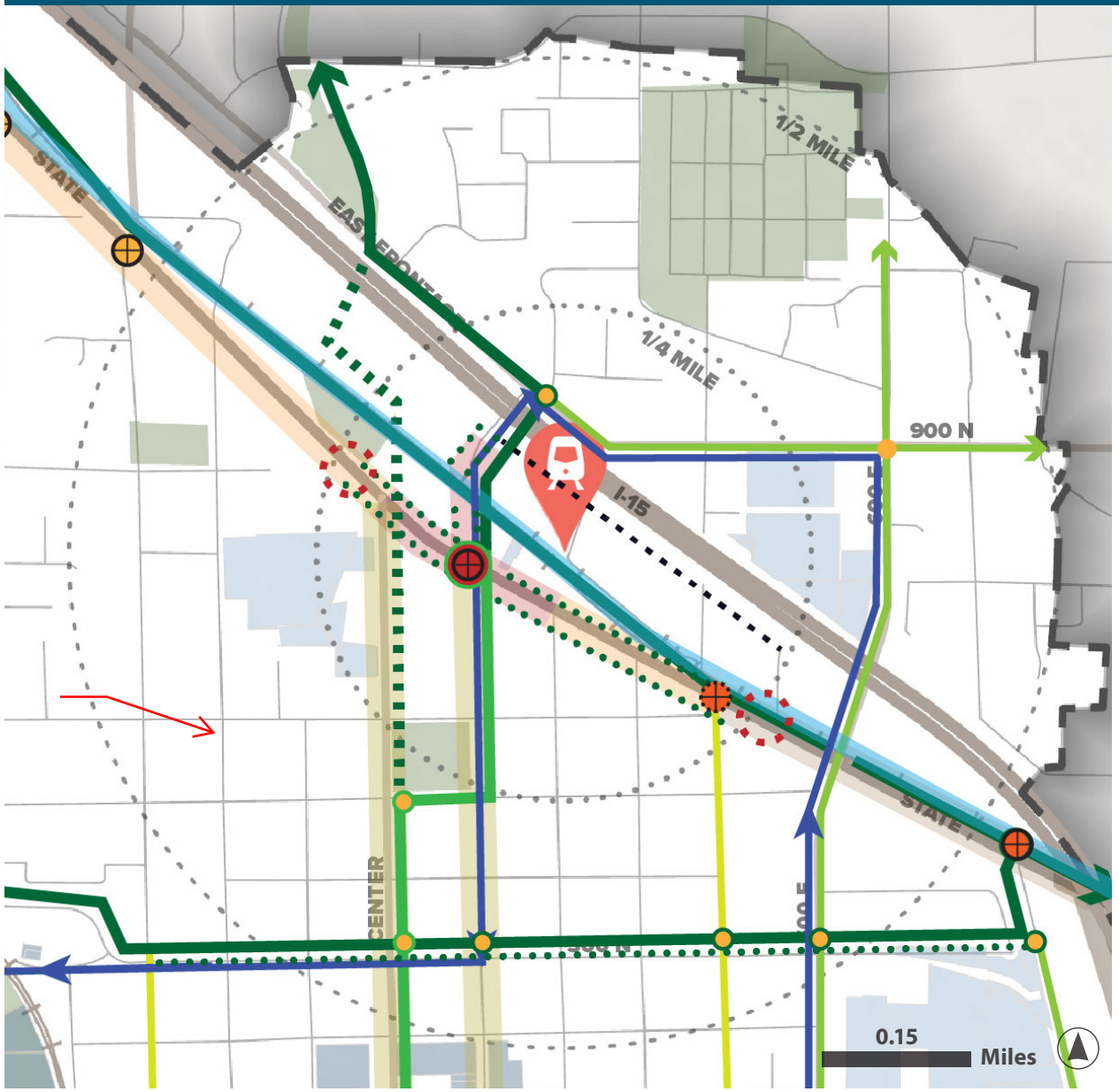


Figure 13: Transitway Cross-Section with Island Amenity Zone



Map 13: Recommended Transportation Network - Station Area



Recommended Transportation Network

Street Context

- District core
- District transition
- Future neighborhood mixed use

Street Network

- Existing Traffic Signal
- Proposed Traffic Signal
- New Street

Bike facilities

- On-street trail
- Two-way protected on-street bike lane
- Bike lane
- Bike boulevard
- Potential future trail with grade-separated crossings

Transit

- Planned Transit Corridor: Bus Rapid Transit (Near-Term) / Light Rail Transit (Long-Term)
- Transit Circulator (preliminary route)
- Station Platform

Crossings

- Improved major crossing
- New major crossings
- Signature crossing
- Minor crossing
- Crossing has bike-supportive features appropriate to context and facility

Other Features

- Gateway
- New tree/landscape focus

e street
labels

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Figure 14: State Street Example Cross Section

STATE STREET

North Station Area

HISTORIC STOREFRONTS
Establish character as well as the enclosure that works with the narrow right-of-way to create the human scale of the street.

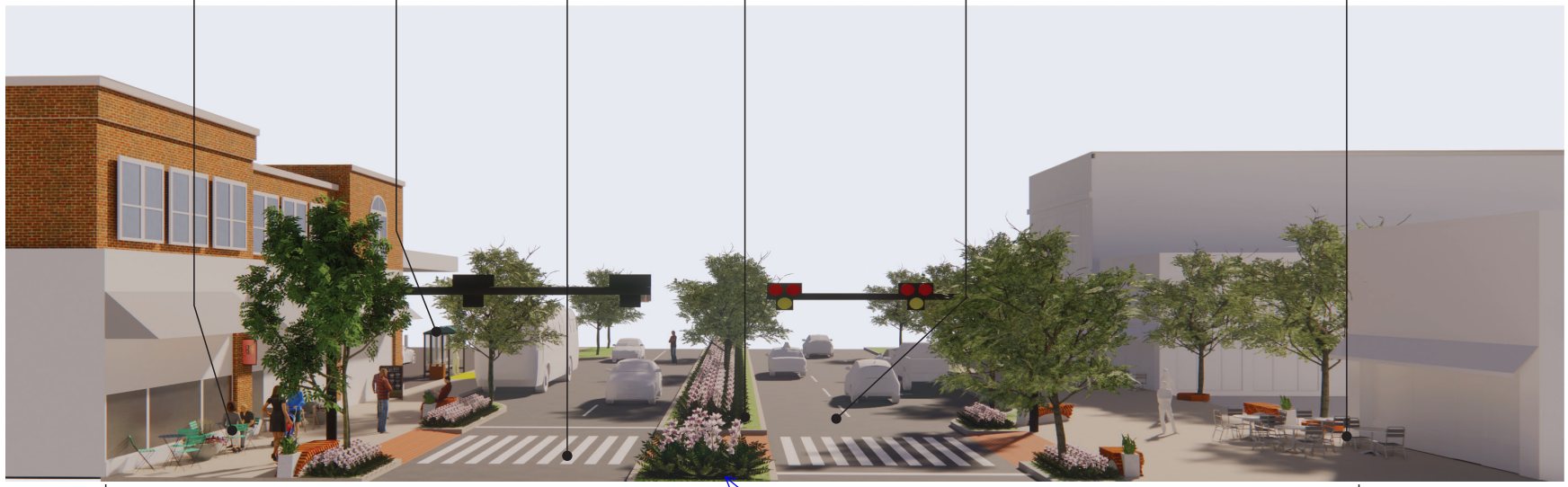
TREES AND LANDSCAPE
Adding rows of trees along the State Street corridor will add comfort, sense of place for transit passengers and people on foot.

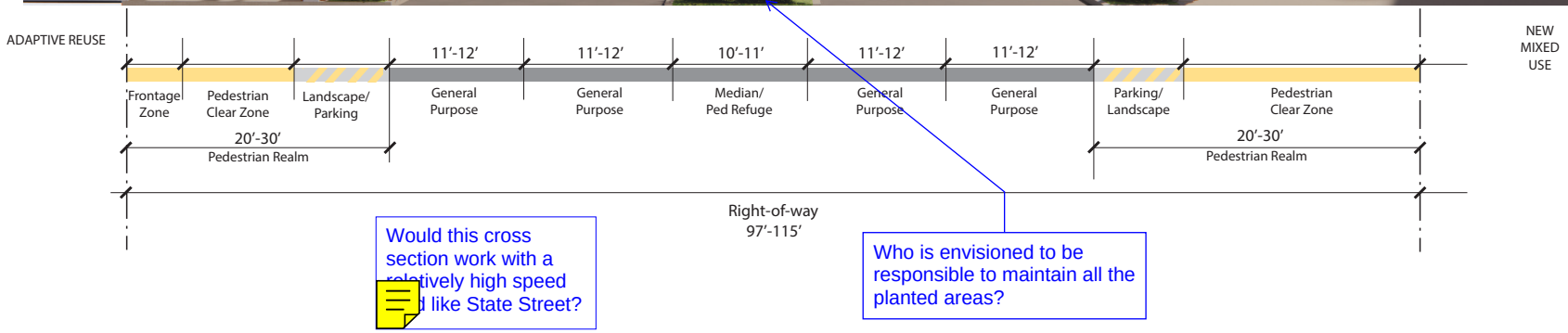
QUALITY CROSSINGS
Enhance existing and create new crossings that shorten distances across the street and between crossings.

PLANTED MEDIAN
Replace the left-turn lane with a median, bringing enhanced safety and placemaking; add left-turn pockets where necessary.

FOUR LANES REMAIN
The mobility of the corridor for vehicles is preserved with two lanes each way and consolidating driveways.

NEW STREET- FRONTING DEVELOPMENT ENHANCES PUBLIC REALM
Infill commercial, residential, and mixed-use projects along State Street can increase the walkability by adding new destinations and activity, enclosing the space of the street, having a ground floor that engages with the sidewalk, and setting back to add to the pedestrian realm and activated public sapce of the street, increasing the overall proportion of people space within the street.





Station Access Strategy

INTRODUCTION

The existing conditions in the area are characterized by auto-oriented and heavy commercial uses, with parking occupying about 3% of the available land. The alignment of the railroad tracks, combined with the northwest-southeast orientation of State Street and I-15, creates awkward angles that disrupt the orderly, grid-based urban fabric. The goal is to transform this area into a more accessible, transit-oriented, and pedestrian-friendly environment while addressing existing inefficiencies in traffic flow and land use.

TRANSIT IMPROVEMENTS

The first phase of the transit plan focuses on introducing Bus Rapid Transit (BRT) along a dedicated street, with the removal of or located next to the current railroad tracks. The Right-of-Way (ROW) will be reconfigured to run down the center of the station area, allowing buildings to be developed along the edges. This layout will help improve access and create a more cohesive urban environment. The proposed design will incorporate a shared street or Woonerf, which prioritizes pedestrians, cyclists, and transit users.

As a precedent, the Utah Valley Express (UVX) provides a useful model, with dedicated bus lanes and stations positioned in the center of the street. A drop-off zone will be included to give transit users convenient access to the BRT platform.

In the future, the BRT system will be replaced by Light Rail Transit (LRT), with the BRT infrastructure being removed and replaced by facilities that accommodate the light rail system.

ACCESS AND ROADWAYS

The first step in redefining the Lehi Station District is the removal of the existing railroad tracks and the construction of the transit corridor. This will involve eliminating the current tracks and auxiliary facilities to make way for a bus-only access road. This new right-of-way will function similarly to a traditional city street but will be reserved exclusively for UTA buses, with no provisions for non-UTA vehicles.

In the station area, the transit cross-section will widen to accommodate a station platform and various streetscape amenities and elements, enhancing the overall transit experience. The redesigned street layout will serve as the foundation for the district's urban structure, helping to define its character. To create a more organized grid, existing streets like 200 East, 300 East, and 400 East would ideally be oriented perpendicular to State Street. However, due to the complexities of moving the existing streets, it is more likely that the existing N/S streets remain and will be connected in a diagonal grid as illustrated in **Figure 10**. 750 North will also likely need to remain and be integrated as a shared street for a portion of the transitway.

Additionally, traffic signalization will need to be carefully studied and implemented to manage the flow of vehicles entering and exiting the station area efficiently. It is important to note that close coordination with UDOT and UTA will be required to survey the ROW and enter into agreements for each crossing.

This new grid layout will:

- Maximize land development and land use
- Improve traffic flow and safety
- Enhance connectivity and accessibility
- Encourage walkability and public transit integration
- Increase commercial vitality and property values
- The BRT will feature mid-block crossings to further improve pedestrian and cyclist connectivity.

Curb Cuts and Access Control

Controlling curb cut access will be essential for improving both the vehicular level of service along State Street and pedestrian walkability. Minimizing curb cuts will help ensure safe, accessible sidewalks and crossings for pedestrians and improve traffic flow.

Station Parking Strategy

INTRODUCTION

Strategically locating parking within the station area will be crucial to its success. Key considerations include ensuring that street parking is widely available throughout the district to provide convenient access. While centralizing parking into a shared civic parking structure would be most ideal, this may be too costly to become a reality without municipality or other public sponsorship. Additionally, multi-family developments will be required to provide parking for residents and guests, with a portion of that parking allocated for public use. This balanced strategy will support both transit accessibility and the growth of the station area.

ON-STREET PARKING

On-street parking along State Street should continue to be allowed with the current lane configuration, as the 9' to 12' wide shoulder provides sufficient space.

Internal streets to the Station District will be required to provide maximized on-street parking as can be supported in order to support station area function in the absence of a parking structure. For the new access road along I-15, 90-degree parking may be considered as a design option, as it would better separate parking areas from pedestrian spaces. Additionally, implementing limited-time parking near the station area and on the side streets will help discourage long-term parking and improve accessibility for transit users.

wording is awkward.

Source: https://www.sharedmobility.news/multimodal-sharing-systems/

OFF-STREET PARKING

To support development and optimize land use, we recommend establishing a shared parking arrangement between the ~~UTA's/ Lehi Station~~ BRT station's parking needs, station area businesses, and multi-family developments.

Tax Increment Financing (TIF) can be used to fund the construction of shared public parking facilities, such as parking garages or surface lots, that serve the mixed-use developments, and transit users. As the station area develops, the demand for parking will increase, and TIF funds can help cover the costs of building these facilities, ensuring they remain publicly accessible.

By reducing or eliminating parking requirements for businesses, particularly in the core areas near the station, a more dynamic and walkable environment is possible. This will enhance the area's economic potential, encourage growth, and prioritize accessibility and mobility for all users.

MANAGEMENT STRATEGIES

A Station Area Overlay District should be established to offer parking credits for developments located near transit hubs or areas with high-frequency service (such as 15-minute bus headways). This would enable businesses and property owners to reduce parking minimums, freeing up space for more productive land uses.

is there mor one?

A Parking and Mobility Hub should also be designated within the station area for structured parking, possibly serving as a park-and-ride facility. This hub could provide bicycle storage and include electric vehicle (EV) charging stations, supporting various transportation needs.

Further, exploring the feasibility of structured parking near the Station Area could help accommodate transit users while freeing up street space for additional development, whether commercial or residential.

By aligning parking management with transit improvements and thoughtful urban design, these strategies will enhance the station area's overall efficiency and ensure greater accessibility for all modes of transportation.

Car sharing? Not heard of that before. Has that been done in other cities and is it successful?

Station Open Spaces and Gathering Areas

The green network within the Station Area provides a unique opportunity to connect neighborhoods and trails, overcoming existing barriers to create a cohesive community. Key gathering areas and trails are indicated in **Map 14** and as follows:

- **A** Station Plaza Square
- **B** Wines Park
- **C** Dry Creek Greenway
- **D** Bandwagon Park
- **E** Pocket Park(s)
- **F** Rail Trail

This network will enhance connectivity and offer vibrant public spaces for residents and visitors alike. Together, these spaces will form a dynamic, accessible hub that links the Station Area and surrounding neighborhoods.

Map 14: Green Network - Station Area

crop out tall building?

A- STATION PLAZA SQUARE

The Station Plaza is a key element serving as the central hub for the new transit station. This gathering place reinforces the station's role as a focal point, drawing people to the area while promoting connectivity between transportation, commerce, and the surrounding neighborhoods. Its design should reflect its importance as a gateway to Downtown Lehi and encourage both social interaction and transit use.

B - WINES PARK

Wines Park is currently Downtown's primary green space, hosting events and public gatherings. Continued investment in the park will ensure it remains a vital and attractive community space, and improving active transportation routes to the park on Center Street and 100 East will further its role as a key destination.

C - DRY CREEK GREENWAY

a

The Dry Creek/Center Street Corridor Trail has the potential to become a major regional connector that links areas of Downtown and northern neighborhoods. Dry Creek is a key natural feature, and a significant amount of open space and established trail already exists north of I-15 within Dry Creek Park. The Pioneer Cemetery Park on the south of the freeway also follows the stream corridor and has potential to expand in tandem with new development, creating a larger green space that serves as historical landmark and recreational area for future multi-family residential development in the station area. Moving further south, the greenway can connect to the historic Downtown Core via the Center Street trail corridor, envisioned as a separated multi-use trail between State Street and Main Street with buffering, shade trees, and other pedestrian amenities.

Two significant barriers exist in completing the greenway, namely crossing I-15 and State Street, which would require the creation of separated-grade trail crossings for a direct and safe route from neighborhoods north of the freeway to the Downtown. Since these crossings represent a substantial undertaking, an interim detour route utilizing 100 East and East Frontage Road is proposed to create connectivity.

D- BANDWAGON PARK

Bandwagon Park is an existing public park located in the west of the station area of influence. While small, it is well provisioned and primarily serves the neighborhoods south of State Street and west of Center Street. As new residential uses occupy areas north of State Street, safe connections for pedestrians and cyclists to Bandwagon Park along 300 West should be prioritized.

E - POCKET PARK(S)

Pocket parks are intended to occupy vacant infill sites in the Station Area that are otherwise not suitable for new development. They may occupy narrow spaces, serving as a pedestrian corridor to locations deeper within the block, or be destinations of their own. In the Station Area, pocket parks are likely to be most effective occupying vacant lots within the historic business row, and may serve as a catalyst for renewed investment.

F - RAIL TRAIL

The Rail Trail parallels the historic Union Pacific rail corridor and is anticipated to remain adjacent to the new transit line, providing a key access link to the station from east and west. Within the station area, the trail is proposed to be integrated with the transit line and other traffic as part of shared transitway with accompanying open space, similar to the S-Line Greenway and Parley's Trail in Salt Lake City.

As the Rail Trail will have a critical junction with the Dry Creek Greenway in the vicinity of 100 East, a "trail nexus" is proposed at this location to serve as a key active transportation hub, including wayfinding signage, a rest area, and other amenities to serve trail users moving between different parts of the city and beyond (including connections to the Jordan River and Murdock Canal Regional Trails).

Economic Impact

This section is intended as a summary of the impacts from the proposed development scenarios to both the City as well as to developers. It is intended to give the City next steps in implementing the plans set forth in this study. The following summary is tied to existing market conditions. Changing market conditions would result in changes in the findings below.

STATION AREA

Table 8 shows how the planned growth in the Station Area will add significantly to the attractiveness of Lehi's downtown area as a retail and employment destination. The proposed plans for this area include 62,000 square feet of commercial space and 560 residential units. Affordable housing and office development are very limited in their viability, requiring financial assistance and/or similar incentives. At approximately $100 per square foot, and $16.1 square feet of office space, the City would need to provide public assistance of approximately $3.1 million given current market conditions.

Additional costs would be incurred for demolition of existing buildings and acquisition costs of properties with buildings on them. These costs will vary by each property. It is assumed that, generally speaking, properties with lower improvement values are more likely to redevelop.

Projections are for $7.8 million in tax increment over 20 years. The added buying power from the 560 planned residential units should reach about $16.1 million annually.

This is high
what our Ge
Plan design
this area.

Table 8: Summary of Major Impacts - Station Area

Summary	Station Area
Residential Units Planned	560
Commercial SF	62,000
Fiscal Impacts - Lehi City - 20 Yrs	$10,861,344
Property Tax Increment - 75% Capture - 20 Yrs	$7,807,704
Increased Retail Buying Power from Residential	$16,021,180

Source: ZPFI

CITY IMPACTS

Impacts to the City are largely determined by revenues received from property taxes, sales taxes, municipal energy taxes and class B/C road funds. **Table 9** below shows the 20 year revenues from these sources generated by the various forms of development proposed for the Station Area. Revenues are higher when more units are built per acre. Retail provides the highest returns per acre to the City. The relationship between office and residential development varies depending on density.

Table 9: Station District - Fiscal Impacts by Development Type

Summary	20-Yr Fiscal Impacts	Units/SF	Revenue per Unit/SF	Density/FAR	Revenue per Acre
Residential (not incl. Townhomes)	$7,292,817	471	$15,484	24	$371,609
Townhomes	$1,784,320	89	$20,049	16	$320,777
Office	$235,474	31,000	$8	0.75	$248,159
Retail	$1,548,733	31,000	$50	0.50	$1,088,110
Source: ZPFI					

No Comment

SUMMARY

- Market rate residential and retail development is feasible in today's market. However, public assistance may be needed for properties where acquisition and demolition of existing structures is required.
- Retail development provides the highest fiscal impacts to the City on a per acre basis, followed by residential development and then office (see **Table 9**).
- If 25 percent of the 47 planned multifamily units (not including townhomes) were to be affordable, a developer would need public assistance of roughly $1.8 million.
- If office development is desired in the area, a developer would need public assistance in the neighborhood of $3 million, or about $100 per building square foot, for the planned 31,000 sf. This is due to the currently high vacancy rates in the area. High vacancy rates serve to keep rents low. When vacancy rates decrease, rents will increase, and office development will once again become feasible.
- Tax increment projections shown previously in this analysis would generate approximately $7.8 million over 20 years assuming that a CRA project area is created and receives 75 percent of increment over that time period.
- An HTRZ is not likely in this area as residential densities, as planned, do not reach the required minimum of 39 units per acre.
- Additional public assistance would be required for acquisition of properties with buildings on them intended to be demolished, as well as demolition costs. These costs would vary depending on the property.
- Additional buying power from the 560 residential units would reach about $16.0 million for the types of stores usually found in downtowns. Development would generate additional buying power for retail categories such as motor vehicles and building supplies not generally located in downtowns.

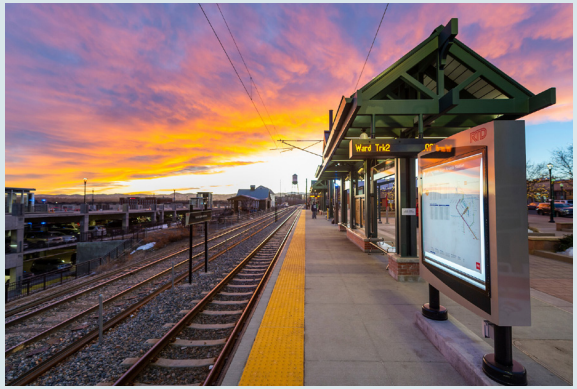
Similar points.

this is different than the 560 shown in other areas of the plan.

Case Study

Location: Olde Town Arvada CO

Olde Town Arvada, a historic district located in Arvada, Colorado, serves as a successful example of station area planning, blending transportation infrastructure with urban revitalization. The area is a prime illustration of how thoughtful integration of rail transit, adaptive reuse of industrial buildings, integration of housing, and access to active transportation and green space can transform an area into a vibrant, accessible, and sustainable destination.



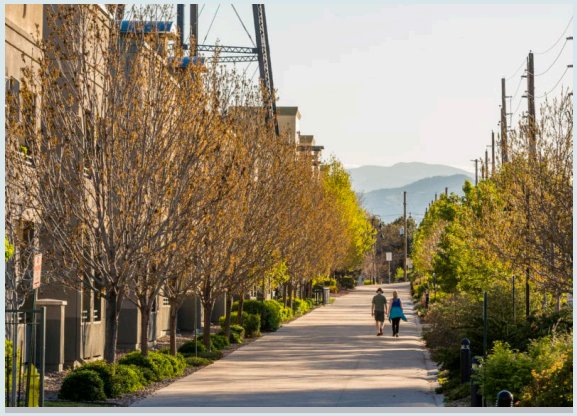
Key Improvements & Strategies

1. Rail Transit Integration

In 2016, the opening of the Gold Line light rail station in Olde Town Arvada connected the district to Denver and other suburbs. This key infrastructure investment boosted local mobility and made Olde Town a transit-oriented development (TOD). The station was strategically located near Olde Town's core, ensuring easy access to retail, dining, and residential areas. Integration with rail transit has not only improved commuter access but also spurred economic growth, attracting businesses and new residents to the area.

2. Adaptive Reuse of Industrial Buildings

Olde Town Arvada is an excellent example of adaptive reuse, where older industrial buildings, which once housed warehouses and manufacturing, have been reimagined as residential, commercial, and mixed-use spaces. This approach preserves the area's historic character while accommodating modern needs. Key buildings were renovated with sensitivity to their architectural heritage, maintaining their industrial charm while incorporating sustainable, energy-efficient features. This balance between old and new has created a unique aesthetic that enhances the area's sense of place. A similar approach may be appropriate for selected areas within the Lehi Downtown station area.



3. Active Transportation Improvements

Olde Town Arvada embraced a multimodal approach to transportation, with an emphasis on walking and biking infrastructure. The area is equipped with wide sidewalks, bike lanes, and pedestrian-friendly crosswalks. A comprehensive bike-sharing program, along with well-marked bike routes, promotes cycling as a viable mode of transport. The proximity of the Gold Line station to pedestrian pathways and bike infrastructure makes it easy for residents and visitors to transition seamlessly between modes of transportation. Active transportation improvements were designed not only to reduce car dependence but also to encourage healthier lifestyles and greater community interaction.

4. Integration of Housing and Mixed-Use Development

Olde Town Arvada integrated a variety of housing options, including mixed-use developments that combine residential, retail, and office spaces. By offering residential units in the heart of the district, the city created a built-in customer base for local businesses, making Olde Town a more sustainable and dynamic place to live, work, and play. The proximity of housing to shops and transit also supports the goal of reducing car dependence and making the area more walkable. The integration of housing in the Lehi Station Area will also be critical to its success as a transit and business district.

5. Access to Green Spaces and Outdoor Recreation

Integrating green spaces and outdoor recreation options has also played a key role in making Olde Town attractive. The city invested in parks, trails, and recreational amenities that connect the district to surrounding areas. The proximity of Olde Town to natural areas provides residents and visitors with easy access to outdoor activities, further enhancing the area's appeal as a well-rounded place to live. Similarly, Lehi's station area can readily be connected to a regional park and trail system via improvements on Dry Creek, and by extension to the Murdock Canal and Jordan River.

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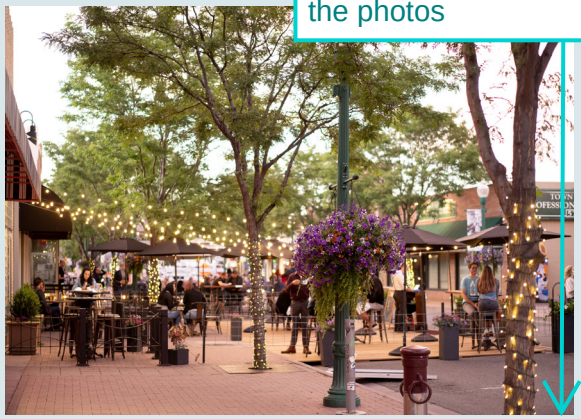
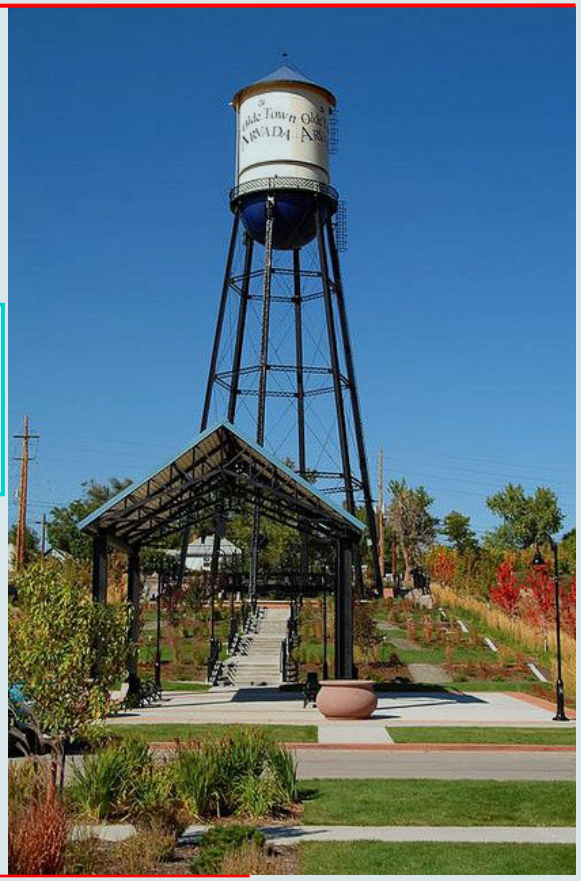
And align the bottom of the photos





IMPLEMENTATION PLAN

Strategy 4.1 - *Amend existing land use ordinances within the Station District to align with the vision and recommendations of this plan.*

- **4.1.1 -** Revise mixed-use or create form-based zoning within the Station District to allow for new uses within that area in concert with the illustrative master plan. Allow flexibility for the creation of a master development plan for the area as a potential tool.
    - **a.** Encourage the adaptive reuse of existing buildings and materials where feasible.
- **4.1.2 -** Adopt the State Street streetscape concept and recommendations from this plan as part of the design standards for the Station District.

facilitates

Strategy 4.2 - *Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.*

- **4.2.1 -** Coordinate with UDOT to enhance State Street for pedestrians between 100 East and 300 East per **Figure 14.**
- **4.2.2 -** Coordinate with UTA and UDOT to establish the exact transit mode and station location.
- **4.2.3 -** Coordinate with UTA and Union Pacific to relocate the railroad turnaround further to the south.
- **4.2.4 -** Coordinate with UTA and UDOT to develop the shared transitway within the right-of-way corridor, facilitating transit, active transportation, and limited vehicular access.
- **4.2.5 -** Complete the street network within the Station District by connecting existing streets and access points.
    - **a.** Utilize creative solutions such as shared streets and driveways where limited by space and access.
- **4.2.6 -** Facilitate the creation of a trails nexus with strong wayfinding at the intersection of the Center Street/Dry Creek Greenway, Rail Trail, and the shared transitway.

Strategy 4.3 - *Adopt a transit-supportive parking strategy for the Station District.*

- **4.3.1 -** Limit parking with the Station District to either on-street or structured parking. On-street is likely to be the most viable and preferred option.
- **4.3.2 -** Reduce or eliminate parking minimum requirements for businesses within the Station District.

Strategy 4.4 - *Support the creation of affordable-housing within the Station District.*

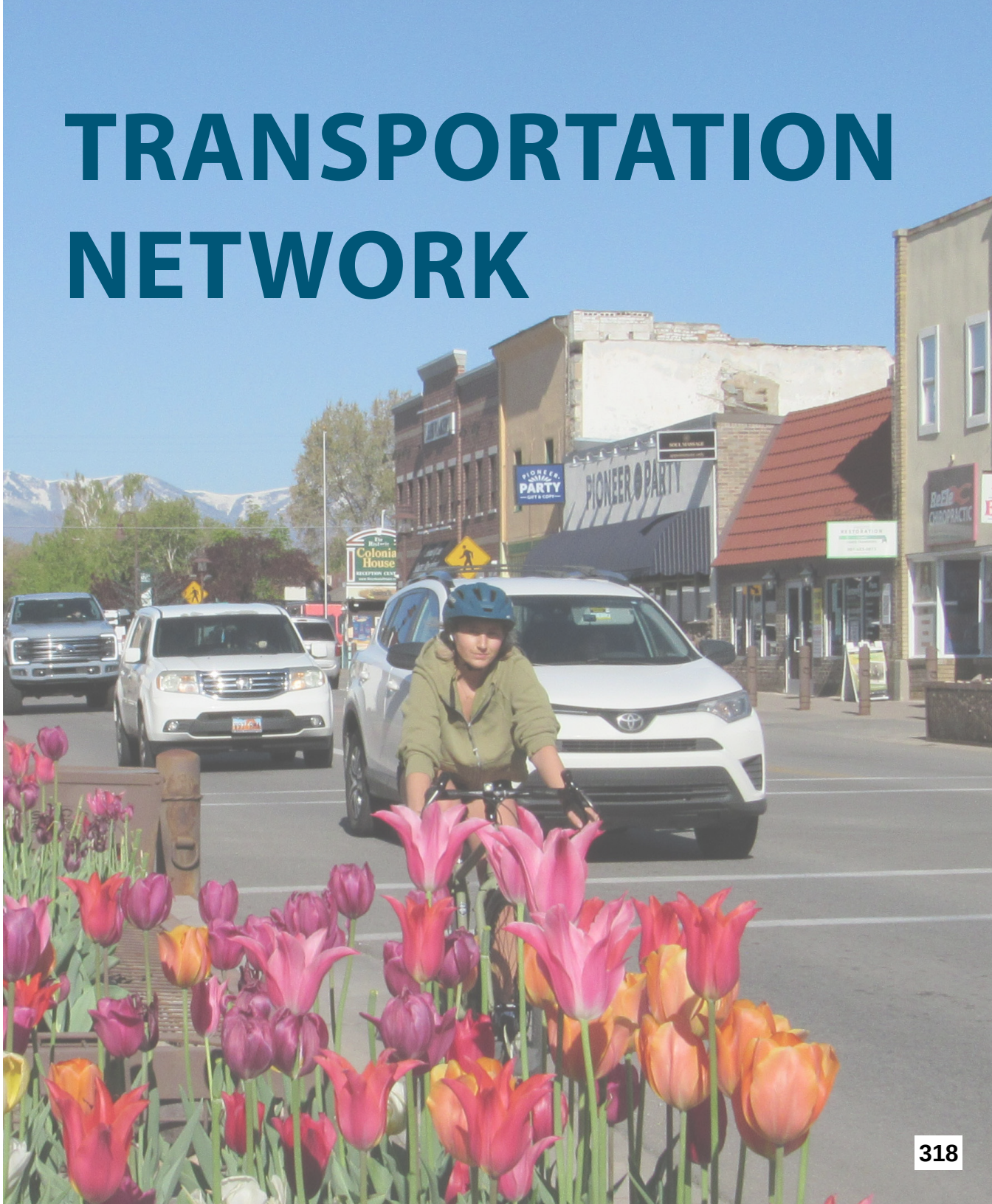
- **4.4.1 -** Consider adjusting or removing residential unit caps within the Station District. Work with developers to share the costs of upgrading infrastructure as needed.
- **4.4.2 -** Coordinate with selected strategies of the City's Moderate Income Housing Plan.
- **4.4.3 -** Consider financial incentives for the provision of affordable housing in the Station District, such as reduced or waived impact fees or assistance with infrastructure improvements.

Strategy 4.5 - *Consider the development of a unique brand for the Station District area.*

Strategy 4.6 - *Create a strong network of public green spaces within the Station area to promote activity and quality of life.*

- **4.6.1 -** Develop a District Square adjacent to the station platform to serve as the central gathering space for the district.
- **4.6.2 -** Expand Pioneer Cemetery Park, add park amenities, and connect it to the Center Street/Dry Creek Greenway and Rail Trail.
- **4.6.3 -** Develop at least one Pocket Park within the historic row of commercial buildings fronting State Street.
- **4.6.4 -** Provide strong pedestrian connections across State Street from new residential to Wines Park, Bandwagon Park, and Lehi Elementary.

05 TRANSPORTATION NETWORK



Introduction

This chapter provides recommendations for how each mode of travel will connect and thrive within and without Downtown Lehi. It also addresses how the modes will share space within streets, paths, and rail rights-of-way. **Map 6** shows the key features of the future network for the range of modes and uses of the street which will then be explained in the following pages.

The envisioned transportation categories include**:**

- Network Elements
- Bike Facilities
- Pedestrian and Bike Crossings
- Transit
- Corridors

Bike

RELATION TO OTHER CITY PLANS

This concept and the priorities for the Downtown Lehi transportation network incorporates the *Lehi Transportation Master Plan* and the *Cicycle and Pedestrian Plan*. The network concept does not incorporate all the facilities and improvements recommended by the previous plans – rather it refines the existing plans and identifies the most important priorities and to better achieve the Downtown Plan goals.

The network differs from previous planning in the following ways:

re-word

- Main Street is at the core, and the extended core is a two-lane roadway rather than a three-lane roadway.
- It combines the recommended Center Street bikeway with 100 East and State Street crossings to create a main north-south bike corridor.
- It creates an east-west spine on 300 North that presents a more realistic extension of the Waste Ditch Trail across the UP tracks and then connects to the rail trail extension to the east.
- 200 South is a bike boulevard rather than a bike lane.

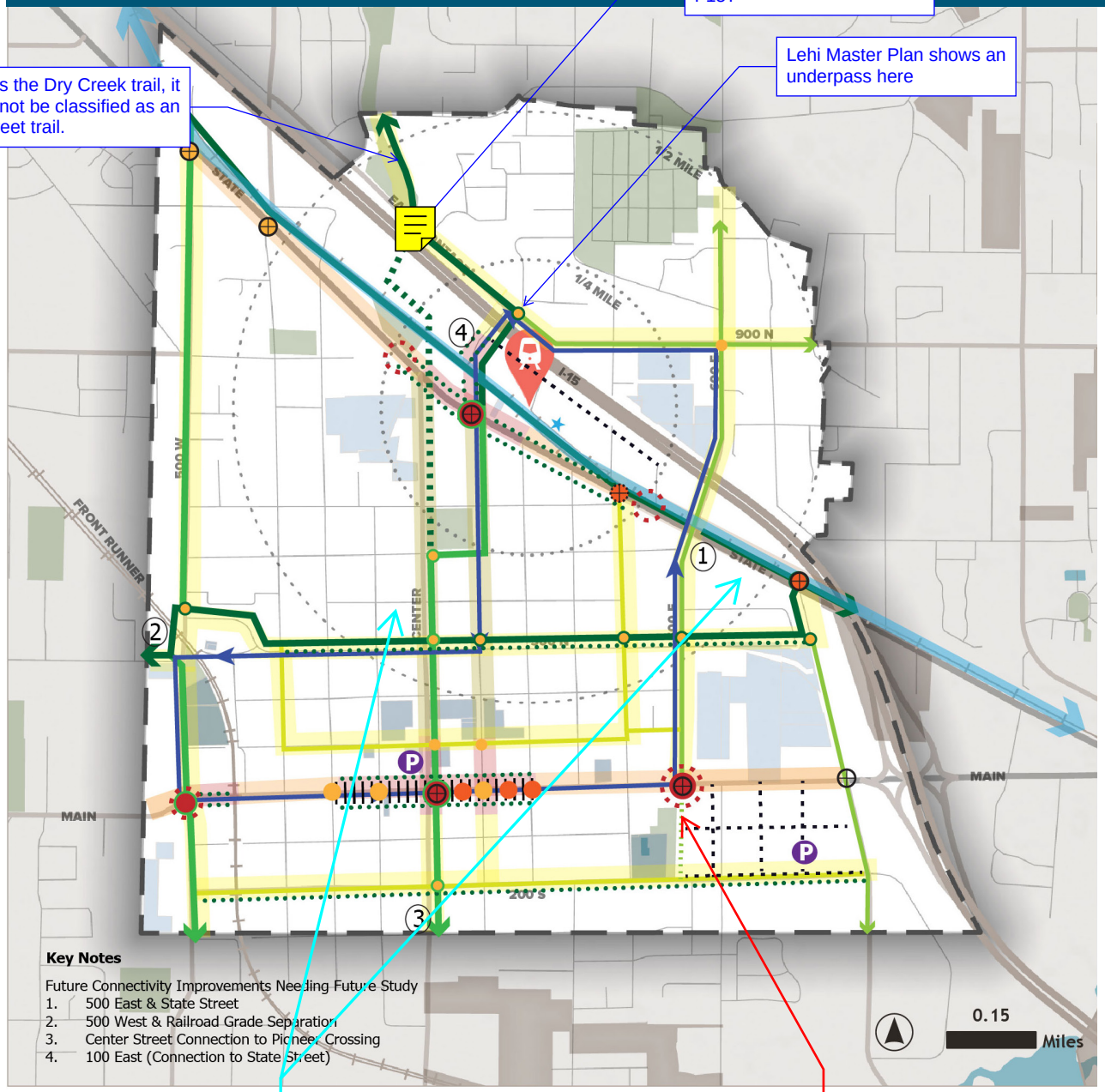
**Note: Some facilities identified on the City's Bicycle and Pedestrian Plan (especially many of the shared road facilities) don't appear on the priority network. Each proposed project in this plan, as with any transportation project, should be carefully coordinated with existing master plans and infrastructure, analyzed for impacts prior to construction, and carefully monitored after implementation to mitigate any potential impacts.*

Map 6: Recommended Transportation Network - Downtown

Would require an underpass structure for I-15. Are there to be two underpasses for I-15?

Lehi Master Plan shows an underpass here

If this is the Dry Creek trail, it would not be classified as an On-Street trail.



Key Notes

Future Connectivity Improvements Needing Future Study
1. 500 East & State Street
2. 500 West & Railroad Grade Separation
3. Center Street Connection to Pioneer Crossing
4. 100 East (Connection to State Street)

Recommended Transportation Network

Street Context
- Residential neighborhood
- District core
- District transition
- Future neighborhood mixed use

Street Network
- Existing Traffic Signal
- Proposed Traffic Signal
- New Street

Bike facilities
- On-street trail
- Two-way protected on-street bike lane
- Bike lane
- Bike boulevard
- Potential future trail with grade-separated crossings

Transit
- Planned Transit Corridor: Bus Rapid Transit (Near-Term) / Light Rail Transit (Long-Term)
- Transit Circulator (preliminary route)
- Station Platform

Crossings
- Improved major crossing
- New major crossings
- Signature crossing
- Minor crossing
- Crossing has bike-supportive features appropriate to context and facility

Other Features
- New Civic Parking Structure
- Gateway
- New tree/landscape focus
- Pedestrian focus street

Potentially add better street identification. Its hidden or hard to see. and a few more streets could be helpful.

This light green dash isn't shown on the legend

Transportation Network Elements

STREETS

Downtown Lehi's streets have advantages and challenges. For example, the historic district provides an inter-connected street grid but is disconnected from the rest of the City. The City and Downtown community have made progress – especially the re-design of the downtown core, but many opportunities remain untapped.

This plan aims to address these issues and address several objectives:

- Enhance walkability in the district.
- Integrate City planning documents into actionable street design concepts.
- Address traffic challenges, including citywide mobility, speed management, and multi-modal connectivity.
- Strengthen connections between downtown streets and local activities, such as dining, events, and pedestrian-only spaces.
- Align city and community goals for walkability, bikeability, and activity spaces with the realities of the broader city and regional infrastructure.
- Foster collaboration across City departments to develop solutions that are universally supported.

STREET CONTEXTS

Lehi's Downtown street contexts, guided by recommended land uses, influence the streetscape design and overall character of each area. This includes reinforcing the residential character of the historic neighborhoods through targeted street improvements and enhancing Main Street and State Street in the central districts to create a more walkable and vibrant downtown environment.

Core Streets

confusing 1st sentence

Districts are envisioned as the focal points of activity within Downtown Lehi, located along Main Street and in the Station Area. These areas require the most pedestrian amenities, including shade, seating, lighting, signage, and spaces for activities to engage with the street. As key points where various transportation modes converge– park-and-walk, ride-and-walk, park-and-ride, these areas should be designed to facilitate smooth transitions with clear information and conflict management strategies, such as curb management, turn restrictions, and thoughtful parking planning.

Transition Streets

Districts require well-defined transitions along key corridors like Main Street and State Street. These transitions play a critical role in slowing vehicular as it moves from a commercial highway into the district core, establish a distinct entry into the area, and provide a buffer to adjoining land uses. By maintaining stability in land use and preserving the character of neighboring areas, these transition zones help guide traffic while ensuring the surrounding environment remains relatively unchanged. Main Street and State Street each feature such transitions that guide traffic and define the districts.

Residential Neighborhood Streets

Downtown Lehi's residential neighborhoods are defined by their historic and eclectic homes, mature trees, and quiet streets. Transportation and street improvements in these areas preserve and enhance the neighborhood's historic character. Proposed improvements, such as adding trees and greenery, shortening street crossings, slowing traffic, and improving safety, should be implemented with care to maintain the area's distinct character and atmosphere.

Future Neighborhood / Mixed-Use Streets

The 100 East corridor links Main Street and State Street and is envisioned to transition from a primarily residential street to one that incorporates limited neighborhood-serving commercial. This blend of residential and district core character should guide both the area's development and transportation improvements.

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Commercial Highway-Corridor Streets

Shouldn't we just say Stat

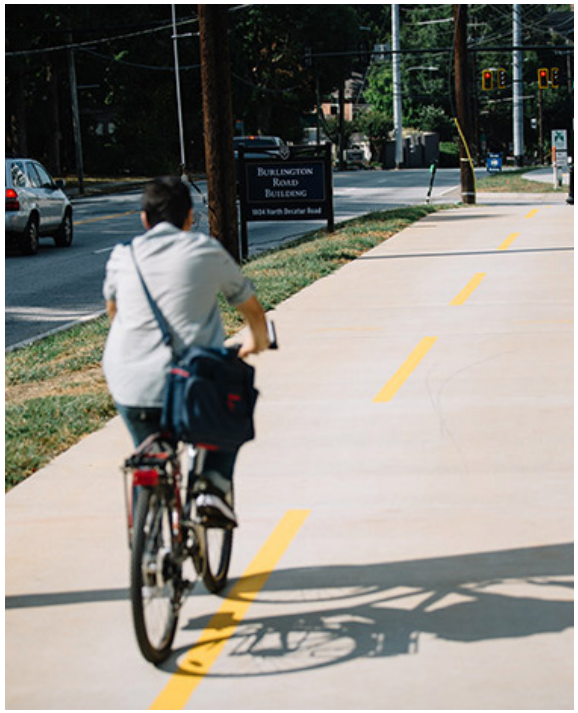
The commercial highway corridor follows a typical suburban design, focusing on higher speeds and driver-oriented land uses. However, transportation improvements should prioritize safety by enhancing visibility, managing conflicts, controlling multi-modal access, and accommodating all street users.

BIKE FACILITIES

Lehi has previously developed comprehensive plans to enhance its bicycling network, particularly in the downtown area. In 2023, the City updated its ***Bicycle and Pedestrian Plan*** map. Building on this prior planning, the Downtown bike network includes the following objectives:

- Adapt existing plans to the downtown vision for what the planned facilities look like on the ground.
- Provide a safe, comfortable, and efficient biking route into downtown from all directions.
- Identify and implement near-term pilot or catalytic projects to make immediate progress.
- Ensure safe and comfortable street crossings and intersections for cyclists.
- Prioritize key bike corridors.
- Modify the network as needed to align with the goals and vision for Downtown.
- Coordinate efforts across Lehi City departments to develop a cohesive approach to bike infrastructure, focusing on specific streets and intersections.

The recommended transportation network includes the following facilities.



Was this meant to say rollerblading/rollerskating?

Scootering or scooting(definition 1: go or leave somewhere quickly.) Potentially remove this word?

On-Street Trail

These multi-use pathways, located above the curb within the pedestrian realm, will accommodate biking, walking, scooting, skating, and rolling. Given the significant investment required to widen sidewalks, relocate the curb, and add landscape, these trails should be integrated to longer city-wide corridors.

On-street trails should be at least 10 feet wide, ideally 12 feet, and typically replace existing sidewalks. Additional amenities, such as wayfinding, lighting, seating, and shade should be incorporated where possible.

This type of trail is proposed for the 300 North Greenway.

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Two-Way Protected Bike Lane

Two-way protected bike lanes are similar to on-street trails in that they are physically separated from moving motor vehicle traffic. However, they are located in the roadway and are primarily oriented towards bicyclists, with a parallel sidewalk typically available for pedestrians.

The 700 South protected bike lane south of Downtown is an example of a low-cost protected two-way bike lane. The two-way protected bike lane envisioned for Center Street would connect to the 700 South bikeway just south of downtown.

Two-way protected bike lanes can be cost-effectively constructed using paint and delineator posts, as seen on 700 South, and could be a good interim solution for Center Street. However, the more robust, curb-separated lane is recommended when feasible for construction.

Key concerns include ensuring visibility around driveways, particularly on Center Street, and educating drivers about cyclists traveling in both directions. On-street neighborhood parking may also need to be reduced to accommodate the two-way travel lane while maintaining safety. The Center Street concept reflects this design.

Show an example of an on-street trail vs. a protected bike lane.

Bike Boulevard

Bike boulevards are designed for quieter, slower streets where cyclists share space with low-speed traffic. Bike boulevards should respect the residential context, adding traffic calming and placemaking elements to enhance the area's character.

The highest priority is a bike boulevard on 200 South, which connects downtown from east to west, parallel to Main Street. This treatment can discourage cut-through traffic when Main Street slows. The 200 South Boulevard acts as a southern counterpart to the 300 North Greenway, with similar investments in trees and landscaping.

Show an example of a bike blvd. vs an on-street trail.

On-Street Standard Bike Lane

Standard on-street bike lanes form the remainder of the planned bike network in Downtown Lehi.

The ***Dutch Crow Manual*** is an influential bicycle network design manual developed in the Netherlands and focuses on five criteria – Cohesion, Directness, Safety, Comfort, and Attractiveness. These principles provide a clear framework for evaluating and planning future bike infrastructure.

Applying these principles to Downtown Lehi:

- **Cohesion** is created by creating a clear network of bike routes through downtown, centered around the Trails Nexus (**Map 15**), connecting existing trails to Downtown's key districts.
- **Directness** ensures convenient access to Downtown Lehi from all directions Enhancing existing main connectors could enhance accessibility. These connectors include Dry Creek Trail, 900 North, and 100 East from the north; Rail Trail, Waste Ditch, and 300 North from the west; Rail Trail from the East; and Center Street from the south.
- **Safety** is enhanced by expanding and connecting traffic-separated bike facilities, such as the Center Street two-way protected bikeway and the 300 North Greenway. Safety is also enhanced by the developing safe crossings across major streets.
- **Comfort** is prioritized by dedicating more streets to pedestrian and bike-friendly improvements, creating a human-scale environment that encourages public use and connects trails throughout the city.
- **Attractiveness** is promoted through streetscape improvements, including trees, landscaping, art, and signage.

PEDESTRIAN AND BIKE CROSSINGS

Barriers to pedestrian and bike travel hinder a vibrant Downtown Lehi. The following four types of crossing improvements address these challenges and enhance connectivity.

1- Improve Major Crossings

Enhance existing crossings of State Street and Main Street by shortening the crossing and extending the curb, adding pedestrian refuge islands, and increasing crossing visibility. See the State Street cross-section example.

2- New Major Crossings

Identify key locations for new crossings, particularly where active transportation routes intersect a major street, or where more frequent crossings are needed, such as expanding the Main Street core or linking pedestrian-focused street across State Street at 400 East.

streets?

3- Signature Crossings

Located at key Downtown nodes (such as 500 East / Main Street, Center Street/Main Street, and 100 East/State Street) these intersections define the human scale of Downtown. They should feature major crossings improvements, integrated with placemaking elements like street furniture, landscaping, and public art.

4- Minor Crossings

Apply improvements to local streets or minor collectors, especially along active transportation corridors. They can include pavement markings, curb extensions, and on busier streets, flashing beacons.

Consider adjusting the line spacing between Point 3 and its paragraph to match the spacing of the other points?

Would you consider rephrasing this to 'the City' to be more specific about who they is?

Bike-Supportive Features

At relevant crossings, incorporate bike-specific markings and, where appropriate, signals protecting crossing cyclists. These should be tailored to the context and surrounding bike facilities.

Sidewalks and Pedestrian Environment

There are three tiers of pedestrian improvements: basic sidewalk infrastructure; pedestrian environment improvements in key corridors; and pedestrian-focused streets.

Fill in Missing Sidewalks

Address missing sidewalks particularly in the northern and western parts of downtown. Prioritize the following corridors:

- State Street (multi-use path)
- 500 West
- 400 East
- 200 South
- 100 East (north of State Street - see below)

New sidewalks that do not belong to the other categories should match these existing sidewalks.

Pedestrian Environment Improvements on Key Corridors

Improve the pedestrian environment along the following key corridors:

- Main Street (transition context)
- State Street (district core context)
- 100 East (from Main Street to 900 North)
- Center Street (from Main Street to 200 North)

Enhancements should include street trees, lighting, wayfinding, street furniture (seating, trash cans, etc), and public art.

Pedestrian-Focused Streets

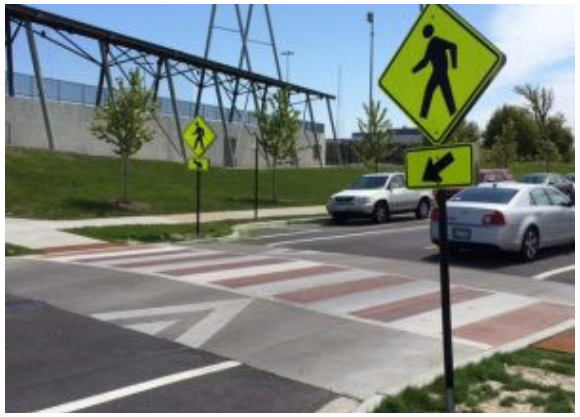
Create pedestrian-oriented streets prioritizing foot traffic and public space usage.

- Main Street core (200 West to 200 East)
- New pedestrian-oriented street in Station Area

New Street and Pathway Connections

The existing Downtown street grid is inter-connected, however, the following additional links are recommended:

- Extend 500 East to 200 South, to integrate access to the Lehi City Pool from the Mills District
- Additional streets in the Mills District
- Additional streets in the Station Area



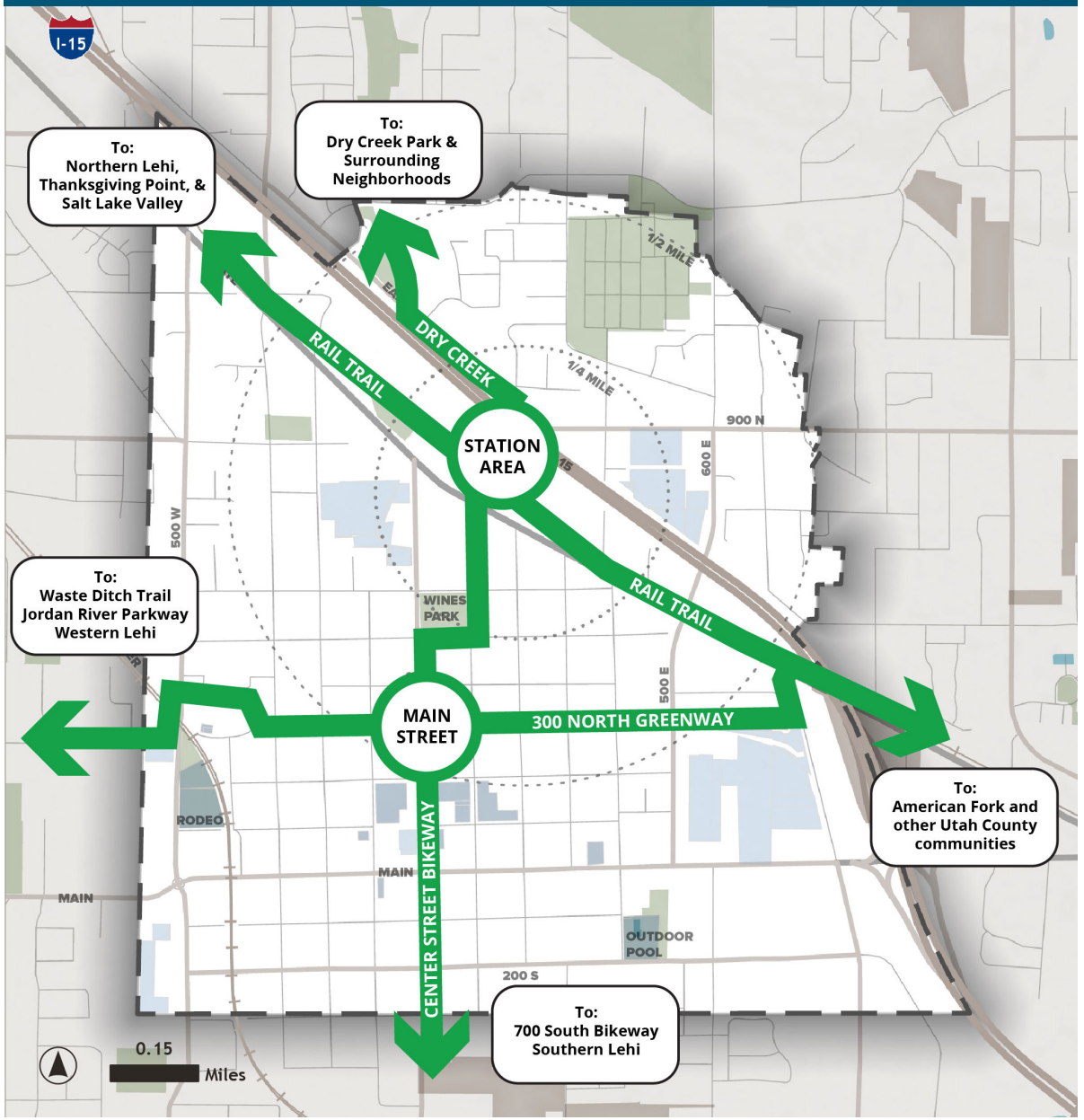
Downtown Lehi Trail Nexus Concept

On-street trails are essential to providing a safe and convenient way for Lehi residents to reach Downtown. Existing and planned trails from all directions reach a Nexus of trails in the Main Street Core (see **Map 15**).

- The **Waste Ditch Trail** is a high comfort, riding trail that is relatively short, from 1100 to 1700 West with major barriers (private property and rail tracks) between it and Downtown.
- The **Lehi Rail Trail** runs through the northern city, connecting to the Murdock Canal Trail, but currently ends at northern State Street. It is envisioned to extend south into American Fork and Pleasant Grove.
- The **Dry Creek Trail** is a short segment north of I-15 that could provide a crucial link to Downtown but would require a grade-separated crossing to connect under I-15.
- The **700 South Bike Lane** is a recently added protected two-way bike lane that links residential streets through Downtown.

The key corridors identified link existing and proposed trails to provide a safe and intuitive network for active transportation to and around Downtown.

Map 15: Trail Nexus Concept



TRANSIT

The ***MAG 2023 Regional Transportation Plan*** outlines a series of transit projects aimed at improving mobility and connectivity within Lehi and the surrounding region. Several key transit features are already in place, with future projects aiming to enhance accessibility and ridership (see **Map 16**).

Currently, the FrontRunner commuter rail runs along the southwest portion of Lehi's downtown area, although there are no stations within the city limits. The nearest stations are 3 miles southeast in American Fork and 5 miles northwest in Lehi, both are accessible by car or bus. The 830 Bus also provides regular service along State Street, operating at intervals of 15 minutes, with stops throughout Downtown. For additional details on the transit station area and the planned Bus Rapid Transit (BRT) system, please refer to Chapter 4.

The transit strategy aims to increase among commuters, residents, recreational riders, and occasional users. Key objectives include removing barriers to transit use, improving first and last mile connections, and enhancing integration with other forms of mobility,

Another component to effective transit is the creation of a Downtown Circulator Shuttle. This shuttle would provide a free link between the transit station and Downtown Lehi, improving access to local shops, restaurants, and other placemaking destinations. The shuttle will be critical to a comprehensive transit system that connects Main Street, the Mills District, the Rodeo Grounds, the Station Area, and the High School. This vision supports:

- Increased mobility for residents and visitors
- Reduced congestion on local streets and highways
- Improved quality of life through enhanced transportation options
- Improved visitor experience

Success depends on sustained local support and collaboration between governments, businesses, regional agencies, and citizens to ensure Lehi's transit infrastructure grows and strengthens to make Downtown more connected, accessible, and sustainable place to live and visit.

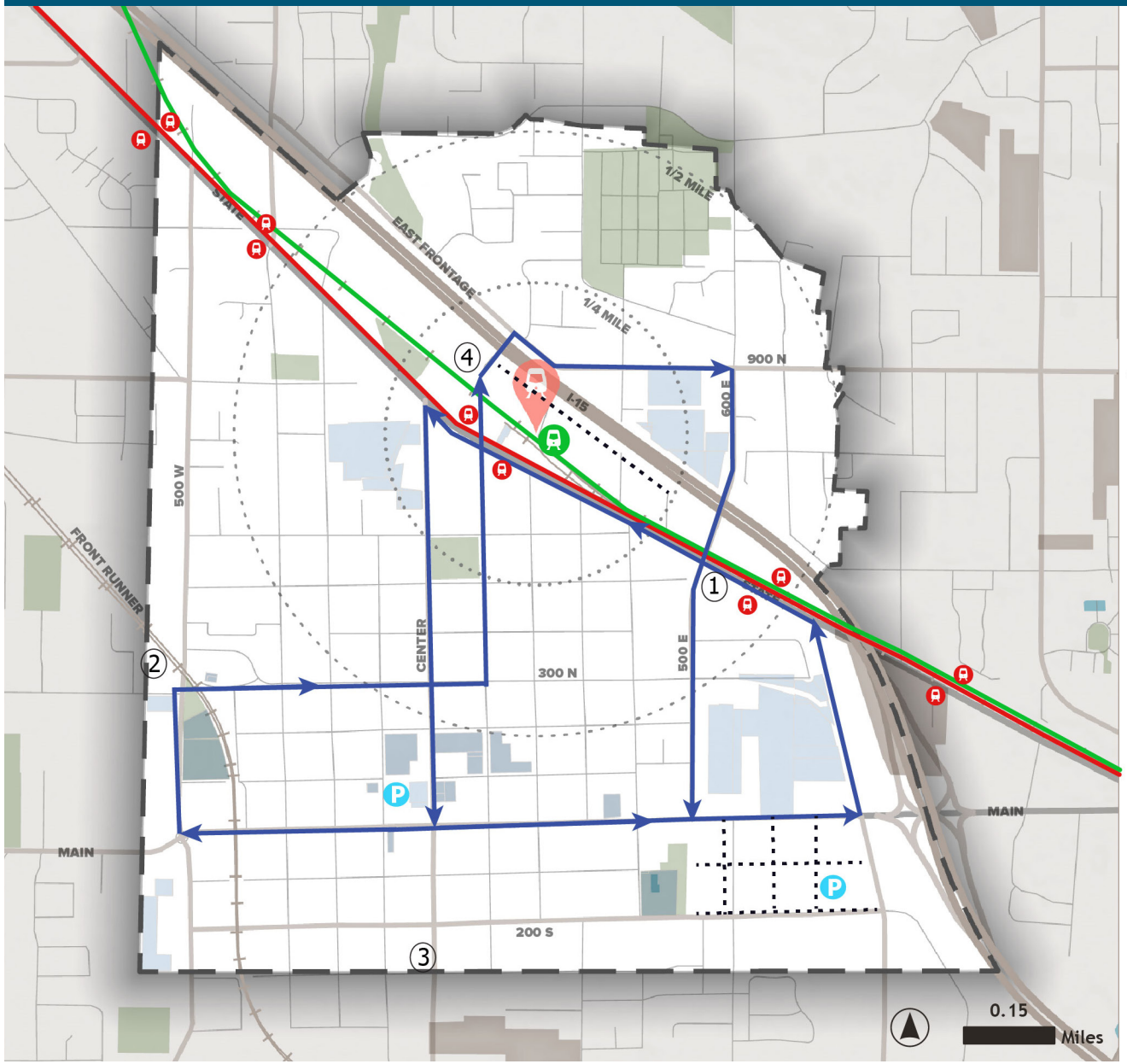
Transportation System Plan

Supporting Programs and Policies

To ensure the success of Lehi's transportation network there are a range of programs and policies aimed at improving traffic flow, promoting multi-modal transportation options, and enhancing safety. While vehicles will likely retain the central role in the transportation system, the proposed multi-modal approach ensures diverse and accessible transportation options.

Lehi's existing street grid is a strong foundation but must be adapted and expanded to accommodate the demands of a growing population. Optimizing this grid and strengthening connections between key corridors will improve accessibility for vehicles, pedestrians, and cyclists, creating a more interconnected and efficient transportation network.

Map 16: Transit Network Map



Transit Network

Current UTA Service

- Route 850 (15-Minute Bus Service)
- Bus Stop

Future UTA Service

- Bus Rapid Transit Corridor
- Bus Rapid Transit Station

Transit

- Transit Circulator (preliminary route)

Future Parking

- Potential Parking Structure
- New Road

Key Notes

Future Connectivity Improvements Needing Future Study

1. 500 East & State Street
2. 500 West & Railroad Grade Separation
3. Center Street Connection to Pioneer Crossing
4. 100 East (Connection to State Street)

For transit?

Put a circle around numbers to match map.

Corridors

This section aligns transportation recommendations with land use to create a vision for Downtown's key corridors. Proposed improvements will meet current and future transportation needs while preserving and enhancing community character and safety.

Each corridor summary covers land use, transportation, context (desired character), functional classification (traffic), and recommended bike or pedestrian improvements. Corridors covered include:

- Main Street
- State Street
- Center Street & 100 East
- 300 North Greenway
- 200 South Bike Boulevard
- 500 West
- 500/600 East
- 100 North
- 400 East
- 900 North

MAIN STREET

- **Context:** District Core, District Transition
- **Functional Class:** Major Collector, Major Arterial
- **Bike Network:** No Designation
- **Pedestrian:** Pedestrian-Focused Street

Main Street is the primary street in Downtown Lehi. Just over a mile long from 850 East to 500 West, it serves multiple, sometimes conflicting, purposes which pose one of the greatest challenges in Downtown Lehi.

Main Street's Purposes Include:

- Define Downtown's character with consistent historic storefronts and walkable street design.
- Support most Downtown businesses.
- Serve as a secondary regional route to Pioneer Crossing and 2100 North.
- Provide access for walking, biking, and motor vehicle traffic.

Main Street Typology

The Transportation Network diagram shows Main Street as having the highest density of recommended improvements in the downtown area. The following are descriptions of each of these types of improvements:

- **Core:** The iconic two-block segment between Center Street and 200 West, defined by consistent storefronts and streetscape improvements that stemmed from the 2007 Downtown Plan. This is the most iconic segment of Main, but only represents about 14 percent of its length.
- **The Transition:** The segment from 500 East to Center Street and from 200 West to 500 West, featuring a mix of commercial and residential uses. It includes walkable features like street trees and on-street parking but lacks traffic calming and detailed streetscaping. This segment, making up 60% of Main Street, offers the greatest opportunity for transformation.
- **The Freeway Interchange Area:** The segment between I-15 and 500 East, with a wider, multi-lane roadway typical of freeway interchanges, narrowing to three lanes past 500 East.

Pedestrian Focus

Main Street should offer the highest level of pedestrian infrastructure in Downtown. Prioritize pedestrian and public space roles over its regional traffic needs through the following improvements:

- Extend the core segment of Main Street two blocks to the east.
- Reduce the roadway width from three lanes to two, expanding the pedestrian realm up to 25 feet.
- Maintain and extend the curbless design to the extended core.
- Strategically place periodic parking or drop-off- zones.
- Add street trees and enhance streetscape features to the extended core.
- Improve existing crossings and add pedestrian crossings at intersections and mid-block.
- Implement traffic-slowing transitions into and out of the core, with gateway elements.
- Create a unique core area in the Rodeo District area.

Maintain Main Street as a Regional Collector but discourage its use as a high-speed traffic route by slowing traffic and enhancing walkability.

Streetscape

Main Street requires additional trees, with space for growth in the extended pedestrian area. Plant trees consistently along the four blocks of the core, preserving existing street trees in the extended core. Preserve, adapt, repurpose and/or enhance the existing features like lighting, seating, bike racks, and benches.

- **Crossings & Intersection Treatments:** Extend the current pattern of pedestrian crossings at intersections and mid-block extended core (Center Street to 200 East) and include intersection treatments at key points including 500 East, 100 East, and Center Street.
- **Parking:** Minimize on-street parking in the extended core, using occasional cutouts for time-limited spaces. A district-level parking lot or structure is planned near Center Street.
- **Managing Curb Cuts:** Reduce existing curb cuts and plan future cuts to minimize traffic disruptions and focus on cross streets.
- **Transit:** A circulator shuttle to run along Main Street.
- **Gateway Treatments:** Add gateway elements while maintaining the aesthetic integrity of the downtown area.

Cross Sections

The following pages include visual descriptions of the recommended allocation of space in the Main Street Core and Main Street Extended Core. Main Street's 60-70 foot right-of-way limits available space. To prioritize pedestrians, remove the center turn lane between 200 West and 200 East, extending the pedestrian space on both sides. Retain turn pockets at key intersections of 100 East and Center Street.

Figure 15: Main Street Core Example Cross Section

MAIN STREET: CORE

200 West to Center Street

STREET ACTIVATION AND ACTIVE FRONTAGES
Design building frontages to connect indoor spaces with the sidewalk, allowing businesses to directly engage with pedestrians and create a more welcoming, active streetscape.

WIDEN PEDESTRIAN REALM
Enable property owners and businesses to incrementally transform existing parking spaces into expanded sidewalks, enhancing walkability and creating a pedestrian-friendly environment.

FLEX ZONE
This curb-free design creates a flexible space that accommodates various uses, including drop-offs, pick-ups, and temporary parking, enhancing accessibility and adaptability for both vehicles and pedestrians.

OUTDOOR PATIOS
Encourage converting parking lots along Main Street into dynamic spaces for temporary uses like dining, shopping, or events, enhancing the experience of the street.

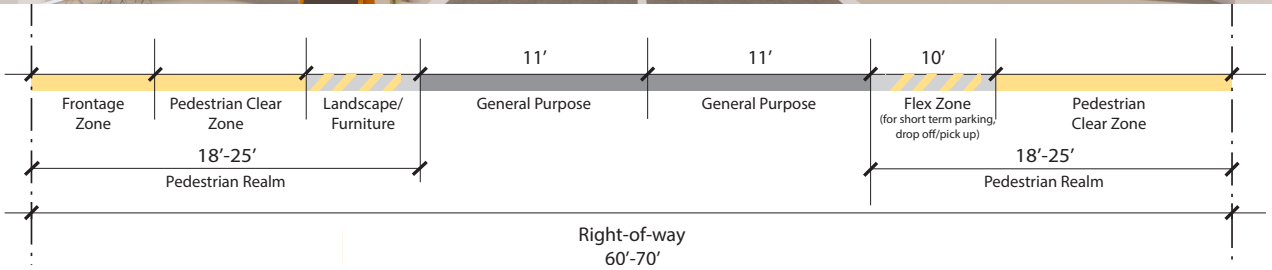


Figure 16: Main Street Extended Core Example Cross Section

MAIN STREET: EXTENDED CORE

200 West to 500 West

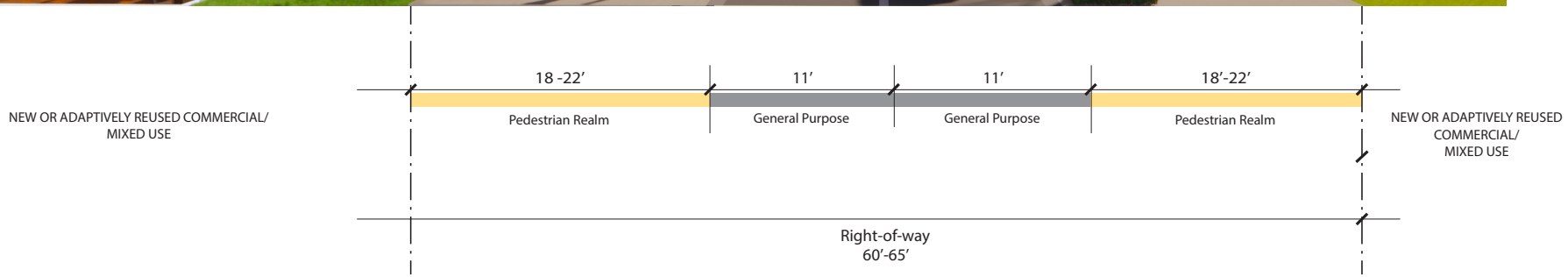
CONVERT AUTO SPACE
As part of extending the Main Street core, encourage the conversion of existing parking lots and drives in fornt of buildings to people spaces such as plazas, outdoor dining, and yards.

PRESERVE TREES IF POSSIBLE
Consistent street trees are a key asset of this street. This concept preserves them on the sidewalk while adding an additional row of trees, making the street more pleasant for walking and biking.

REMOVE CENTER TURN LANE
Reconfiguring the street from three to two lanes narrows the roadway, slowing traffic and providing more space for walking, gathering and business use.

EXTEND MAIN STREET CORE CHARACTER
Main Street from Center to 200 West currently creates a welcoming environment whose curbless design should be extended a few blocks to the east.

WIDEN SIDEWALK
The narrower roadway allows for more pedestrian space along Main Street, which could be treated with landscaping or hardscape depending on the adjacent uses.



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STATE STREET

- **Context:** District Core, District Transition, State Highway Corridor
- **Functional Class:** State Highway
- **Bike Network:** On-Street Trail (Rail Trail)
- **Pedestrian:** Improvements Necessary

State Street is the other important corridor that runs north-south, but it differs in several ways:

- It is managed by the Utah Department of Transportation (UDOT).
- It has a larger highway-like design, creating a barrier for people.
- While it has historic storefronts, the State Street commercial district is currently less vibrant and iconic for the downtown.

State Street may be characterized as an edge street to Downtown with the main purpose of balancing regional traffic with Downtown access.

The potential future light rail station along the rail tracks paralleling State Street elevates its importance, making it central to the downtown area. To support this, improving walking and biking safety, particularly near the proposed station at 100 East, is essential.

State Street improvements should balance traffic flow with pedestrian and cyclist safety. Design features that slow traffic, enhance sidewalks, and improve crossing comfort should be considered.

As a major regional and local route, State Street improvements should focus on optimizing traffic flow and providing better access to regional and local destinations. This includes managing curb cuts to reduce congestion and support smoother traffic. Additionally, efforts should aim to develop the station area into a vibrant, connected neighborhood.

Potential improvements:

- Mid-block crossings to improve pedestrian access.
- Signalized intersection at 400 East to better manage traffic flow.
- Pedestrian-friendly enhancements, such as upgraded sidewalks and crosswalks, to increase walkability and safety.

Figure 17: State Street Example Cross Section

STATE STREET

North Station Area

HISTORIC STOREFRONTS
Establish character as well as the enclosure that works with the narrow right-of-way to create the human scale of the street.

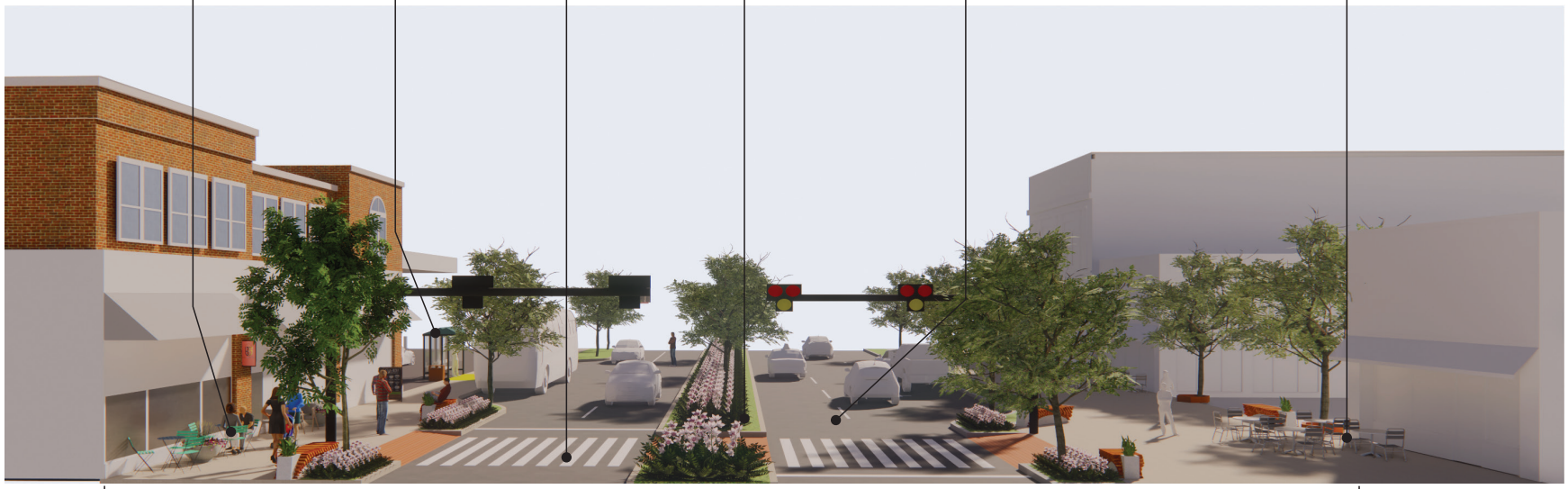
TREES AND LANDSCAPE
Adding rows of trees along the State Street corridor will add comfort, sense of place for transit passengers and people on foot.

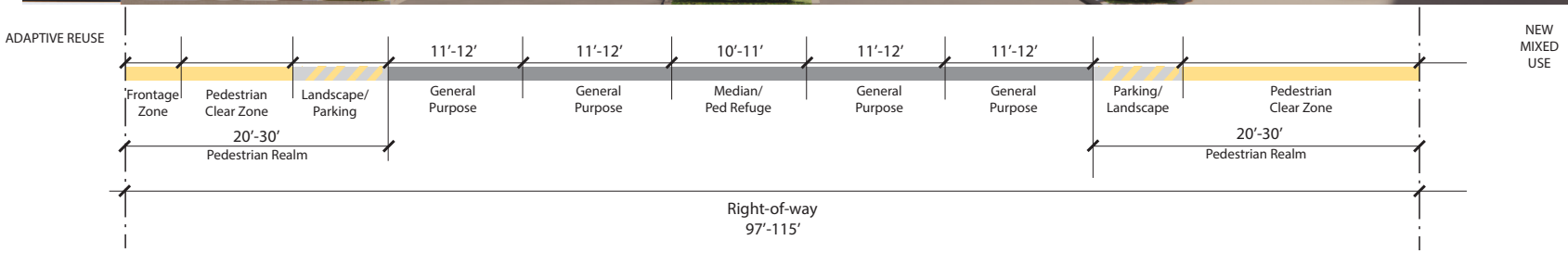
QUALITY CROSSINGS
Enhance existing and create new crossings that shorten distances across the street and between crossings.

PLANTED MEDIAN
Replace the left-turn lane with a median, bringing enhanced safety and placemaking; add left-turn pockets where necessary.

FOUR LANES REMAIN
The mobility of the corridor for vehicles is preserved with two lanes each way and consolidating driveways.

NEW STREET- FRONTING DEVELOPMENT ENHANCES PUBLIC REALM
Infill commercial, residential, and mixed-use projects along State Street can increase the walkability by adding new destinations and activity, enclosing the space of the street, having a ground floor that engages with the sidewalk, and setting back to add to the pedestrian realm and activated public sapce of the street, increasing the overall proportion of people space within the street.





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CENTER STREET & 100 EAST

- **Context:** Future Neighborhood Mixed Use (North), District Core (at Main Street and Civic Center), Residential (South)
- **Functional Class:** Minor Collectors
- **Bike Network:** Two-way Protected Bike Lane (Center Street, transitioning to 100 East north of Wines Park)
- **Pedestrian:** Pedestrian improvements needed on both

Center Street and 100 East provide the direct main north-south links through downtown. Center Street links to points south via State Street and Utah Lake, with a signalized crossing of Pioneer Crossing. 100 East connects the Station Area to the historic district and neighborhoods north of I-15.

Center Street will serve as the main active transportation corridor with a two-way protected bike lane, while 100 East is the primary vehicle route, particularly south of State Street. Until a separated-grade crossing of the Dry Creek Trail under I-15 can be established, the active transportation corridor shifts to 100 East north of Wines Park in order to connect with the I-15 underpass and Dry Creek Trail via the existing vehicular underpass.

Both corridors are designated as a potential mixed use area, while maintaining the existing residential neighborhood character. Streetscape improvements along 100 East will be less intensive than those along Main Street or the future Station Area.

Recommended improvements for Center Street:

- Intersection improvements at State Street, including short-term and long-term solutions, including potential future grade-separation.
- Signal modifications at Main Street and Center Street to improve traffic flow and safety.
- Long term consideration of a grade-separated crossing at State Street and a tunnel under I-15 to align the bikeway with Dry Creek Trail for seamless connectivity.

Recommended improvements for 100 East:

- Traffic flow improvements north of Main Street, including the potential for restriping to two lanes in each direction (subject to future demand).
- ADA-compliant curb cuts and bulb-outs at intersections south of Main Street to improve walkability.
- New signalized intersection at Main Street and 100 East to improve traffic flow for the vehicular corridor.

Figure 18: Center Street Example Cross Section

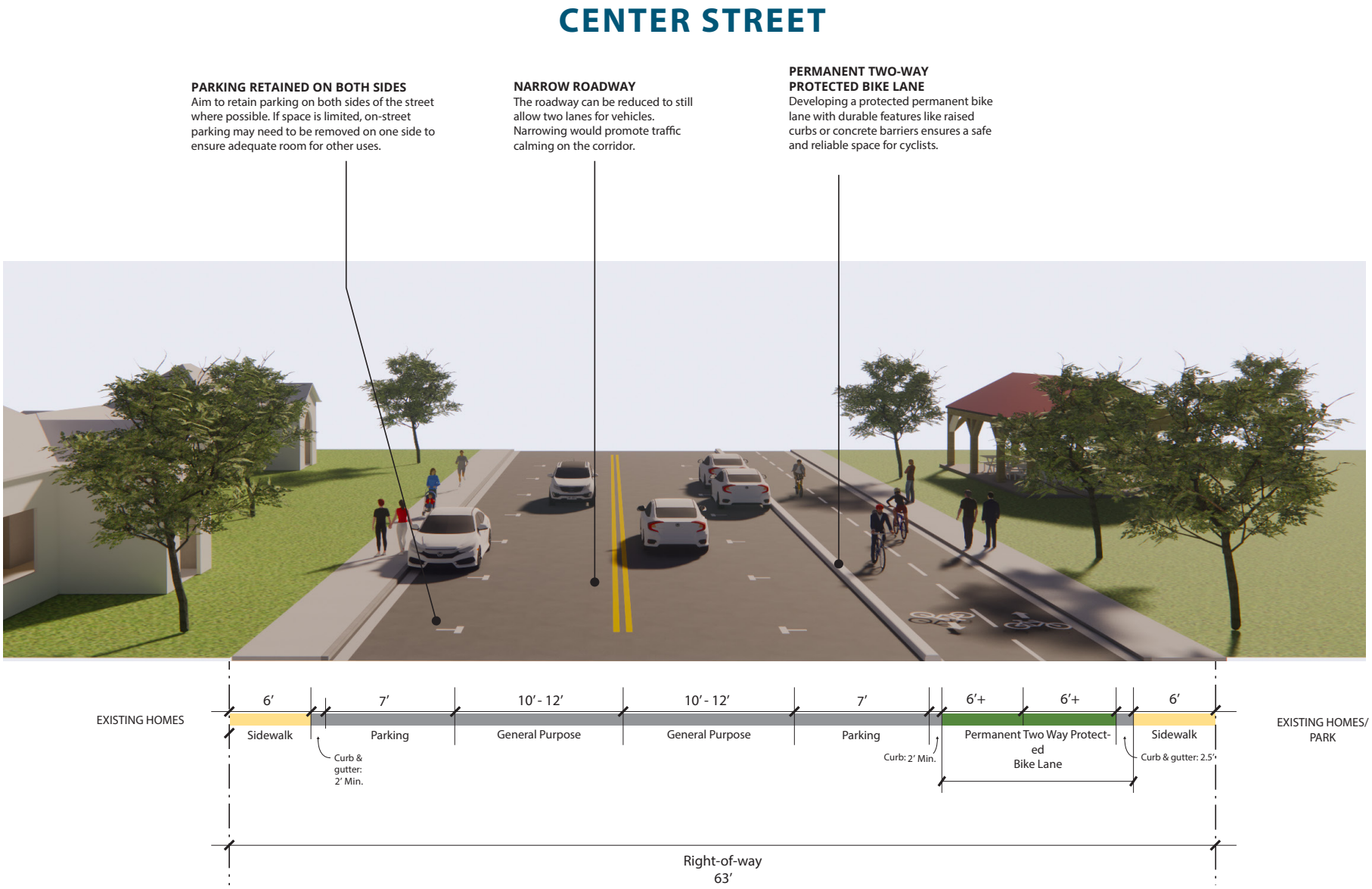


Figure 19: 100 East Station Area Example Cross Section

100 EAST: STATION AREA

North of State Street Intersection

EXTEND PATHWAY
Extend the Rail Trail into the station area, alongside the tracks and beyond to the east along State Street.

WALKABLE 100 EAST
Build wide sidewalk with street trees and encourage street-fronting commercial and residnetial development.

RAISED TRAIL CROSSING
Build a raised crosswalk to connect the trail into the station, enhancing visibility and calming traffic.

300 NORTH GREENWAY

- **Context:** Residential Neighborhood
- **Functional Class:** Minor Collector
- **Bike Network:** On-Street Trail
- **Pedestrian:** Pedestrian improvements needed

The 300 North Greenway weaves a high-quality on-street trail through Downtown that links to existing and planned trails to the west and east. It extends the Waste Ditch Trail from the Jordan River Parkway, likely utilizing 1100 West and 300 North to cross the rail tracks, with a more feasible crossing at 300 North instead of 600 North. On the east, the Greenway links to the planned Rail Trail extension along State Street, connecting at 850 East with a recommended crossing signal.

The Greenway will intersect with the Center Street bikeway, creating a major connection point for trails. A potential active transportation mid-block crossing at State Street would provide an alternative route through the city.

Within downtown, the Greenway will enhance pedestrian areas with trees, drought-tolerant landscaping, and a new park strip, while maintaining on-street parking and driveway access.

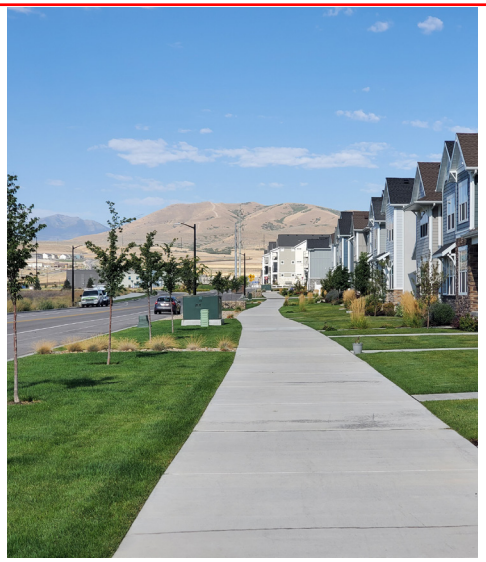
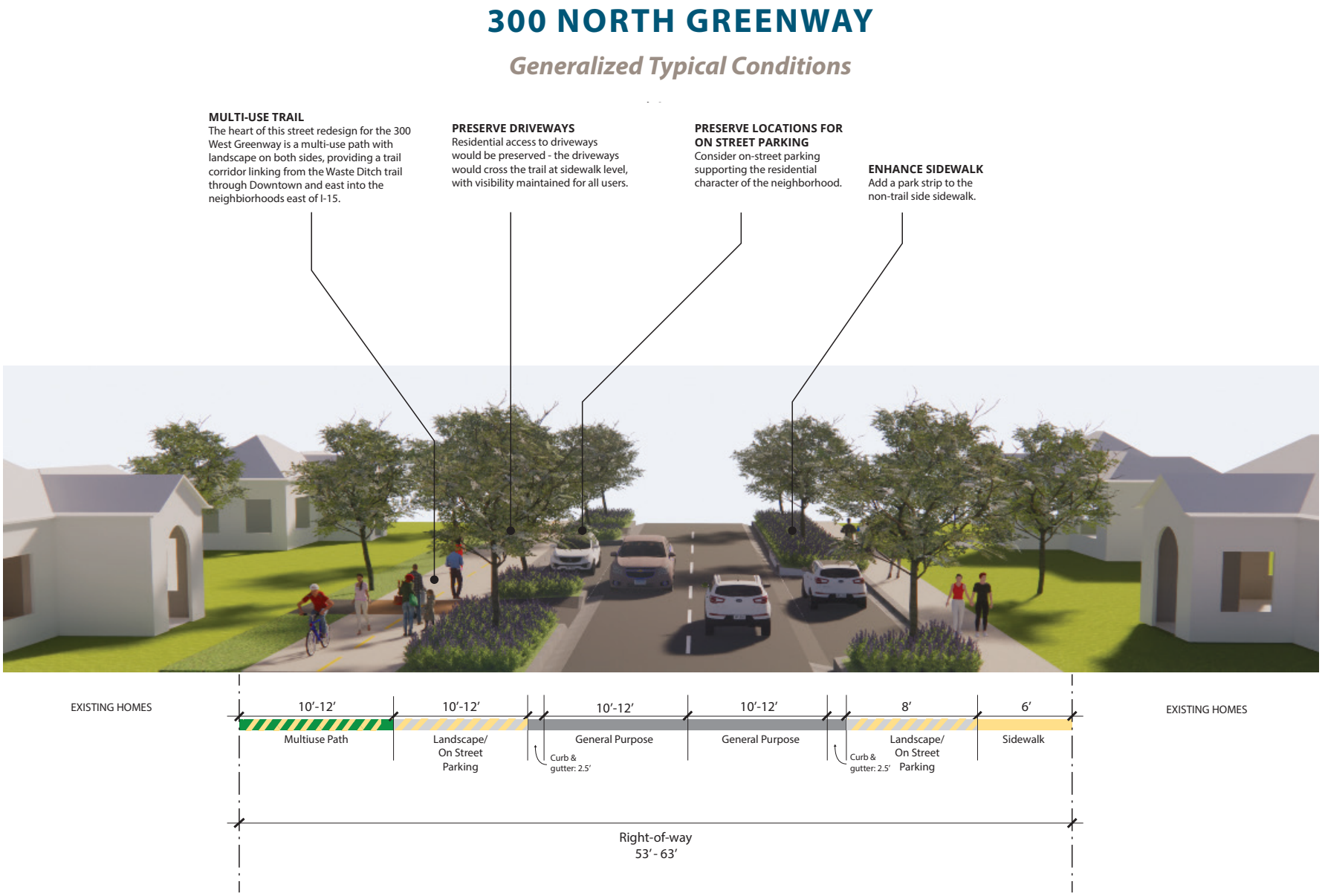


Figure 20: 300 North Greenway Example Cross Section



200 SOUTH BIKE BOULEVARD

- **Context:** Residential neighborhood
- **Functional Class:** Minor collector
- **Bike Network:** Bike boulevard or bike lane
- **Pedestrian:** Pedestrian improvements needed

200 South will serve as the southern counterpart to the 300 North Greenway, providing a low-stress east-west connection from 500 West to 850 East. Instead of a trail, this corridor is recommended as a bike boulevard—a shared roadway designed to match bicycle speeds and discourage motor traffic from Main Street. While Lehi City policy proposes a dedicated bike lane, a bike boulevard offers a more accessible, green, and pedestrian-friendly environment. The corridor could initially benefit from a quick-build traffic calming project, laying the foundation for future upgrades such as curbs, landscaping, and in-ground trees.

Consider aligning top of the box to the top of the other box/picture

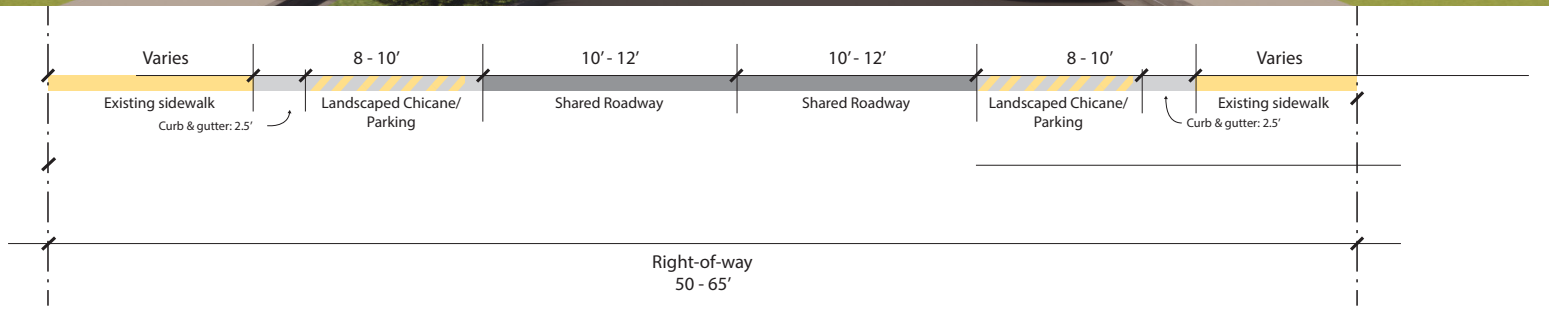
Figure 21: 200 South Bike Boulevard Example Cross Section

200 SOUTH BIKE BOULEVARD

LANDSCAPED ISLANDS
Reduce the width of the roadway by installing a series of landscaped "bulb-out" islands, creating a more human-scale environment and enhancing sense of place. These could also be accomplished with painted islands as well.

ROADWAY CURVES - "CHICANES"
Use the bulb-out islands to create a series of alternating curves in the roadway to prevent cars from speeding by requiring drivers to navigate through the curves rather than traveling in a straight line. Chokers can also be used to slow cars and allow easy passage of bikes.

BIKE BOULEVARD
The Bicycle and Pedestrian Plan has designated several residential streets as Bicycle Boulevards. Here is an example of what a Bicycle Boulvard would be. The shared roadway provides more space for bicyclists, signs provide wayfinding, and the narow roadway helps prevent cars from speeding.



500 WEST

- **Context:** Residential Neighborhood
- **Functional Class:** Major Collector (south of 600 North); Minor Collector (north of 600 North)
- **Bike Network:** Two-Way Protected Bike Lane
- **Pedestrian:** No designation

500 West provides a critical crossing of the rail tracks and access to key corridors. Currently not bike-friendly, it is envisioned to include bike lanes. To accommodate higher traffic volumes, the corridor between Main Street and State Street needs an upgrade. A grade separation with the FrontRunner tracks is essential to eliminate train-vehicle conflicts, reduce delays, and improve traffic flow and safety.

500/600 EAST

- **Context:** Residential Neighborhood
- **Functional Class:** Minor Collector
- **Bike Network:** Two-Way Protected Bike Lane
- **Pedestrian:** No designation

A future improvement could involve a direct connection between 500 East and State Street, requiring on/off-ramps for a grade-level link. Further study is needed to assess turning movements and signalization.

Expected benefits include:

- Improved traffic flow and reduced travel times through enhanced connectivity
- Challenges: Significant capital investment for grade changes and infrastructure integration, with potential drawbacks like limited turning movements (e.g., right-turn-only access onto/off State Street).

100 NORTH

- **Context:** Residential Neighborhood
- **Functional Class:** Local
- **Bike Network:** Bike boulevard
- **Pedestrian:** Pedestrian improvements needed

100 North parallels Main Street through the heart of Lehi's civic campus, making it a key pedestrian route. It also serves as an important segment of the green-loop bike boulevard route looping south from 300 North via 400 East and 300 West.

400 EAST

- **Context:** Residential Neighborhood
- **Functional Class:** Minor Collector
- **Bike Network:** Bike boulevard
- **Pedestrian:** No designation

A new signalized intersection along State Street at 400 East will help divert traffic from Main Street, reducing congestion and improving access to the station area. This will also distribute traffic areas across the area.

Additionally, 400 East is an important bike and pedestrian route, providing north-south connectivity from the station area alongside the 500 East bridge.

900 NORTH

- **Context:** Residential Neighborhood
- **Functional Class:** Minor Collector
- **Bike Network:** Bike lane
- **Pedestrian:** No designation

900 North is important to the downtown area because it helps people access the downtown from the north via 100 East or 500/600 East and are the only access points to the Downtown for the residential neighborhoods north of I-15.

Extend the active transportation (AT) trail with a mid-block crossing at State Street and Dry Creek to connect to the green loop and Dry Creek Greenway. Further study is required, particularly for a potential grade-separated crossing (e.g., a tunnel parallel to Dry Creek) to ensure safe passage.

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IMPLEMENTATION PLAN

Strategy 5.1 - *Create a safe and connected bike network*

- **5.1.1 -** Prioritize and construct key bike corridors: 300 North Greenway, 200 South Bike Boulevard, and Center Street protected lanes. Use traffic calming and placemaking elements to humanize these corridors.
- **5.1.2 –** Retrofit quieter residential streets with bike-friendly features, including designated Bike Boulevards on 400 East, 100 North, and 900 North.
- **5.1.3** – Integrate protected bike crossings and bike-specific signals at major intersections such as Main/Center and State/100 East.
- **5.1.4** – Create interim and long-term buildout of a cohesive trail nexus, connecting Dry Creek, Waste Ditch, and Rail Trails into Downtown.
- **5.1.5** – Coordinate bike improvements with street projects and development, prioritizing short-term catalytic segments.

Strategy 5.2 - *Improve Pedestrian Access and Comfort*

- **5.2.1** – Fill sidewalk gaps and upgrade sidewalks on key streets: State Street, 500 West, 100 East, 200 South, Center Street, and 400 East.
- **5.2.2** – Redesign Main Street as a pedestrian-priority corridor with extended sidewalks, a reduced lane count, and added streetscape amenities (trees, lighting, furnishings).
- **5.2.3** – Enhance pedestrian crossings—especially at Main/Center, 100 East/State, and new midblock crossings on State—with refuge islands, curb extensions, and public art.
- **5.2.4** – Create pedestrian-only or shared-street environments as part of the shared transitway in the Station Area.

Strategy 5.3 - *Expand Transit Access and Use*

- **5.3.1** – Partner with UTA, MAG, and UDOT to support the construction of the new Downtown transit station.
- **5.3.2** – Establish a free Downtown Circulator Shuttle connecting the future transit station with key destinations including Main Street, Rodeo Grounds, the Mills District, and Lehi High School.
- **5.3.3** – Improve first/last-mile transit connections with wider sidewalks, bike parking, and micro-mobility infrastructure.
- **5.3.4** – Implement wayfinding, real-time info, and educational outreach to boost local transit ridership.

Strategy 5.4 - *Improve Traffic Operations and Street Connectivity*

- **5.4.1** – Optimize signals, turn lanes, and ADA accessibility on key corridors like Main Street and 500 East.
- **5.4.2** – Conduct a feasibility study for a diagonal connector between Center Street and 100 East to improve north-south circulation.
- **5.4.3** – Conduct a feasibility study for grade-separated rail crossings at 500 West and Center Street to reduce delays and improve safety.
- **5.4.4** – Conduct a feasibility study to reconnect 500 East to State Street with an off-ramp and signal as part of redirecting east-west traffic off Main Street.
- **5.4.5** – Reduce curb cuts and coordinate driveway access to improve pedestrian safety.

Strategy 5.5 - *Support Growth While Preserving Livability*

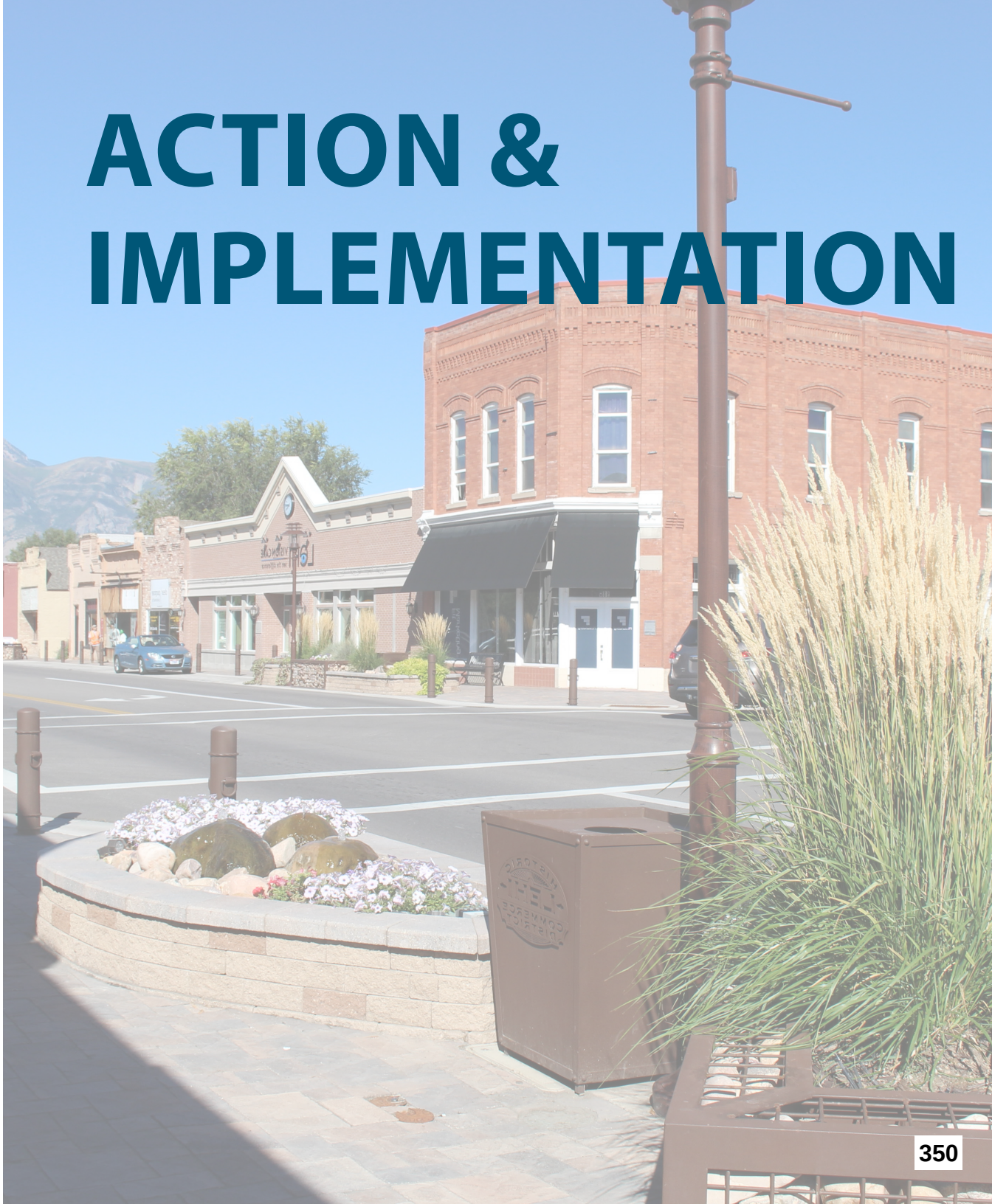
- **5.5.1** – Align land use and transportation planning to manage traffic from the Mills District and Station Area.
- **5.5.2** – Support regional east-west corridors and reduce local street congestion by improving connections to Pioneer Crossing and 2100 North.
- **5.5.3** – Monitor traffic patterns and intersection performance; implement adaptive signal technology as needed.
- **5.5.4** – Expand the street grid in the Mills District and Station Area to disperse traffic and improve walkability in each area.
- **5.5.5 -** Coordinate proposed projects and analyze for impacts prior to construction. Monitor each transportation improvement after implementation to mitigate any potential impacts to the system.

Strategy 5.6 - *Advance Context-Sensitive Intersection Upgrades*

- **5.6.1** – Prioritize improvements at high-delay intersections such as Main & 850 East and Main & 500 East to maintain LOS and support growth.
- **5.6.2** – Implement context-sensitive intersection design balancing flow, safety, and placemaking, especially near schools, parks, and high foot traffic areas.
- **5.6.3** – Add a new signalized intersection at State Street and 400 East to relieve Main Street congestion and improve access to the station area.

06

ACTION & IMPLEMENTATION



Action Plan

This Action Plan is intended to help set funding and implementation priorities, provide direction to decision makers, and document the plan's implementation progress. It is a "living" assessment tool that can be easily modified and adjusted to meet the City's changing needs. As such, it should be reviewed and revised on a regular basis. Ultimately, it serves as a checklist to monitor progress over time.

The Action Plan prioritizes the implementation measures identified in Chapters 2-5. Scoring is a combination of objective and subjective assessments and should therefore be applied with a level of flexibility. The priorities are meant to serve as the scoring of this table is subjective. Therefore, it is meant to be only used as a starting point for City leadership determinations of priorities.

ACTION PLAN EXPLAINED

Three scoring criteria were used. Each criterion was scored on a one-three scale then multiplied by different weights to account for varying levels of importance (see explanation below table). Highlighted cell shows which score each criteria received.

#	CATEGORY	IMPLEMENTATION MEASURE(S)	SCORING CRITERIA						PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Policy ##: Here for reference											
1	**Downtown, Main Street, Station Area, or Transportation**	The Implementation Measure text will be inserted here.	COST/EASE	$ 3	IMPACT	High 9	PUBLIC DESIRE	High 6	##	High (16+)	Ongoing (Immediate - 2050+)
				$$ 2		Med 6		Med 4		Medium (12-15)	Short Term (Immediate-2030)
				$$$ 1		Low 3		Low 2		Low (11>)	Long Term (2030-2050)

<12

Cost of implementation (1x)

Level of Impact (3x)

Degree to which the measure meets the needs and desires identified by the public (2x)

The measure's Priority Score determines its overall Priority Level, with a score of 16 or higher indicating high-priority, a score between 12 and 15 indicating medium/high priority, and a score of 11 or lower indicating low-priority.

The time frame needed for applying the implementation measure.

Could we simplify this by using "High," "Medium," "Low", and the dollar signs? The numbers make it a little harder to follow.

Action Plan - Implementation Matrix

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 2.1 - Amend existing land use ordinances to align with the vision and recommendations of this plan.								
1	Downtown	Revise the Lehi Planning Zone Map to adopt the Downtown Area Districts as outlined, either as independent zones or overlays. (2.1.1)	COST 3	IMPACT 9	PUBLIC 6	18	High	Ongoing (Immediate - 2050+)
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
2	Station Area	Coordinate with UTA and UDOT to establish the exact transit mode and station location (4.2.2)	COST 3	IMPACT 9	PUBLIC 6	18	High	Short Term (Immediate-2030)
Strategy 2.2 - Adopt the recommended transportation network as part of existing transportation master plan documents.								
3	Downtown	Update the Transportation Master Plan and Bicycle and Pedestrian Plan to include the recommended transportation network routes and improvement projects. (2.2.1)	COST 3	IMPACT 9	PUBLIC 6	18	High	Short Term (Immediate-2030)
Strategy 2.1 - Amend existing land use ordinances to align with the vision and recommendations of this plan.								
4	Main Street	Update Chapter 37 Design Standards for the Downtown Core district per the design guideline recommendations of this plan (3.1.2)	COST 3	IMPACT 9	PUBLIC 6	18	High	Short Term (Immediate-2030)
Strategy 3.4 - Create and task an economic development organization with the revitalization of Main Street.								
5	Main Street	Create a Downtown Authority or give greater responsibility to an existing body to facilitate economic development and attract businesses to Main Street. (3.4.1)	COST 3	IMPACT 9	PUBLIC 6	18	High	Short Term (Immediate-2030)
Strategy 3.4 - Create and task an economic development organization with the revitalization of Main Street.								
6	Main Street	Task the Downtown Authority with facilitating activity programming within the Downtown Core, including events such as markets, business walks, food truck nights, concerts, parades, and festivals (3.4.3)	COST 2	IMPACT 9	PUBLIC 6	17	High	Short Term (Immediate-2030)
Strategy 3.4 - Create and task an economic development organization with the revitalization of Main Street.								
7	Main Street	Task the Downtown Authority with marketing and branding of the Downtown both locally and regionally. (3.4.4)	COST 2	IMPACT 9	PUBLIC 6	17	High	Short Term (Immediate-2030)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 4.1 - Amend existing land use ordinances within the Station District to align with the vision and recommendations of this plan.								
8	Station Area	Revise mixed-use or create form-based zoning within the Station District to allow for new uses within that area in concert with the illustrative master plan. Allow flexibility for the creation of a master development plan for the area as a potential tool. a. Encourage the adaptive reuse of existing buildings and materials where feasible. (4.1.1)	COST 2	IMPACT 9	PUBLIC 6	17	High	Short Term (Immediate-2030)
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
9	Station Area	Create interim and long-term buildout of a cohesive trail nexus, connecting Dry Creek, Waste Ditch, and Rail Trails into Downtown. (5.1.4) Facilitate the creation of a trails nexus with strong wayfinding at the intersection of the Center Street/ Dry Creek Greenway, Rail Trail, and the shared transitway. (4.2.6)	COST 2	IMPACT 9	PUBLIC 6	17	High	Ongoing (Immediate - 2050+)
Strategy 2.6 - Create a strong network of public green spaces throughout the Downtown area to promote activity and quality of life.								
10	Downtown	Develop the greenways outlined in the plan to enhance connectivity and walkability within the Downtown area: Utilize "quick build" implementation strategies to establish routes until permanent features can be constructed. (2.6.5a)	COST 2	IMPACT 9	PUBLIC 6	17	High	Short Term (Immediate-2030)
Strategy 2.2 - Adopt the recommended transportation network as part of existing transportation master plan documents.								
11	Downtown	Fund the completion of sidewalks and active transportation routes through the use of developer impact fees, grants, and tax-increment funds (2.2.2) Prioritize sidewalk gaps/upgrades on key streets: State Street, 500 West, 100 East, 200 South, Center Street, and 400 East. (5.2.1)	COST 2	IMPACT 9	PUBLIC 6	17	High	Ongoing (Immediate - 2050+)
Strategy 5.1 - Create a safe and connected bike networkSupport growth while preserving livability.								
12	Transportation	Coordinate proposed projects and analyze for impacts prior to construction. Monitor each transportation improvement after implementation to mitigate any potential impacts to the system. (5.5.5)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)
Strategy 5.1 - Create a safe and connected bike network								
13	Transportation	Coordinate bike improvements with street projects and development, prioritizing short-term catalytic segments. (5.1.5)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 5.1 - Create a safe and connected bike network								
14	Transportation	Prioritize and construct key bike corridors: 300 North Greenway, 200 South Bike Boulevard, and Center Street protected lanes. Use traffic calming and placemaking elements to humanize these corridors. (5.1.1)	COST 1	IMPACT 9	PUBLIC 6	16	High	Ongoing (Immediate - 2050+)
Strategy 2.6 - Create a strong network of public green spaces throughout the Downtown area to promote activity and quality of life.								
15	Downtown	Upgrade existing parks (Wines, Bandwagon, Outdoor Pool) to add missing amenities and improve access. (2.6.1)	COST 1	IMPACT 9	PUBLIC 6	16	High	Short Term (Immediate-2030)
Strategy 2.1 - Amend existing land use ordinances to align with the vision and recommendations of this plan.								
16	Downtown	Adopt mixed-use and/or form-based zoning within the Mills District to allow for new uses within that area (2.1.2)	COST 3	IMPACT 9	PUBLIC 4	16	High	Short Term (Immediate-2030)
Strategy 2.4 - Create future opportunities for affordable housing and housing choice within the Downtown and Station Areas.								
17	Downtown	Consider adjusting or reallocating residential unit caps to the Mills and Station Districts, relying on form controls such as building height to control the number of allowed units. Work with developers to share the costs of upgrading infrastructure as needed. (2.4.1, also see 4.4.1)	COST 3	IMPACT 9	PUBLIC 4	16	High	Short Term (Immediate-2030)
Strategy 2.5 - Consider the City playing a more active role in the redevelopment of properties within Downtown.								
18	Downtown	Establish a CRA to help facilitate redevelopment within the Mills or Station Districts. (2.5.1)	COST 3	IMPACT 9	PUBLIC 4	16	High	Long Term (2030 - 2050)
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
19	Main Street	Improve the core segment between 200 E and 200 W to expand the pedestrian realm and activate the street per Figure 5 on page 57. (3.2.1a)	COST 1	IMPACT 9	PUBLIC 6	16	High	Short Term (Immediate-2030)
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
20	Main Street	Redesign Main Street as a pedestrian-priority corridor with extended sidewalks, and a reduced lane count (5.2.2). Add street trees, improved lighting, more planters and furnishings, and public art installations to enhance the pedestrian zone. (3.2.1b & 2.6.5b)	COST 1	IMPACT 9	PUBLIC 6	16	High	Long Term (2030 - 2050)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
21	Main Street	Concentrate off-street parking on shared facilities located behind frontage buildings: reduce parking minimum requirements for new developments. (3.3.2a)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
22	Main Street	Concentrate off-street parking on shared facilities located behind frontage buildings: open city-owned lots as an option for meeting parking requirements for new businesses on Main Street, either as public parking or by lease agreement. (3.3.2c)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
23	Main Street	Reduce the amount of on-street parking on Main Street and optimize on-street parking on side streets. (3.3.1)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
24	Main Street	Concentrate off-street parking on shared facilities located behind frontage buildings: promote the creation of shared parking agreements. (3.3.2b)	COST 3	IMPACT 9	PUBLIC 4	16	High	Ongoing (Immediate - 2050+)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
25	Main Street	Implement duration restrictions or paid parking for on-street parking to free parking spaces for shorter turnover activities. (3.3.5)	COST 3	IMPACT 9	PUBLIC 4	16	High	Short Term (Immediate-2030)
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
26	Station Area	Coordinate with UDOT to enhance State Street for pedestrians between 100 East and 300 East per Figure 14 on page 99. (4.2.1)	COST 1	IMPACT 9	PUBLIC 6	16	High	Long Term (2030 - 2050)
Strategy 4.3 - Adopt a transit-supportive parking strategy for the Station District.								
27	Station Area	Reduce or eliminate parking minimum requirements for businesses within the Station District. (4.3.2)	COST 3	IMPACT 9	PUBLIC 4	16	High	Long Term (2030 - 2050)
Strategy 4.1 - Amend existing land use ordinances within the Station District to align with the vision and recommendations of this plan.								
28	Station Area	Adopt the State Street streetscape concept and recommendations from this plan as part of the design standards for the Station District. (4.1.2)	COST 3	IMPACT 9	PUBLIC 4	16	High	Short Term (Immediate-2030)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
29	Station Area	Coordinate with UTA and UDOT to develop the shared transitway within the right-of-way corridor, facilitating transit, active transportation, and limited vehicular access. (4.2.4)	COST 1	IMPACT 9	PUBLIC 6	16	High	Long Term (2030 - 2050)
Strategy 5.3 - Expand Transit Access and Use								
30	Transportation	Partner with UTA, MAG, and UDOT to support the construction of the new Downtown transit station. (5.3.1)	COST 1	IMPACT 9	PUBLIC 6	16	High	Long Term (2030 - 2050)
Strategy 5.2 - Improve Pedestrian Access and Comfort								
31	Transportation	Create pedestrian-only or shared-street environments as part of the shared transitway in the Station Area. (5.2.4)	COST 1	IMPACT 9	PUBLIC 6	16	High	Long Term (2030 - 2050)
Strategy 2.4 - Create future opportunities for affordable housing and housing choice within the Downtown and Station Areas.								
32	Downtown	Introduce financial incentives and/or housing authority for supporting new housing infrastructure, utilizing a CRA or remaining EDA funds. (2.4.3)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Short Term (Immediate-2030)
Strategy 3.4 - Create and task an economic development organization with the revitalization of Main Street.								
33	Main Street	Utilize TIF or similar funds to develop grants for façade improvements, catalyst projects, and restaurant conversions. (3.4.2)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Short Term (Immediate-2030)
Strategy 3.1 - Amend existing land use ordinances within the Main Street districts to align with the vision and recommendations of this plan.								
34	Main Street	Consider also adopting the Main Street streetscape concept and recommendations from this plan as part of Chapter 37 Design Standards for the Downtown Core district. (3.1.3)	COST 3	IMPACT 6	PUBLIC 6	15	Medium	Short Term (Immediate-2030)
Strategy 2.3 - Promote the preservation and restoration of historic buildings in Downtown Lehi								
35	Downtown	Strengthen link between Chapter 7 Historic Preservation and Chapter 37 Design Standards to clarify expectations and ensure consistency in historic preservation projects. (2.3.3)	COST 3	IMPACT 6	PUBLIC 6	15	Medium	Short Term (Immediate-2030)
Strategy 2.3 - Promote the preservation and restoration of historic buildings in Downtown Lehi								
36	Downtown	Establish clearer criteria for demolition applications, included specific conditions for approval/denial and a documented alternatives analysis. (2.3.4)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Short Term (Immediate-2030)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 2.6 - Create a strong network of public green spaces throughout the Downtown area to promote activity and quality of life.								
37	**Downtown**	Supplement parks and squares with Pocket Parks in each district: Identify and/or acquire multiple vacant sites within each district and implement tactical "quick build" amenities on them to generate activity within the district. (2.6.4a) As activity momentum increases in the district, implement permanent treatments for well-performing pocket parks or open lesser used sites to infill development (2.6.4b)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Short Term (Immediate-2030)
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
38	**Station Area**	Complete the street network within the Station District by connecting existing streets and access points. a. Utilize creative solutions such as shared streets and driveways where limited by space and access. (4.2.5) Expand the street grid to disperse traffic and improve walkability. (5.5.4)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Long Term (2030 - 2050)
Strategy 4.2 - Establish the Station District as a walkable neighborhood which facilitate multiple transportation modes.								
39	**Station Area**	Coordinate with UTA and Union Pacific to relocate the railroad turnaround further to the south. (4.2.3)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Long Term (2030 - 2050)
Strategy 4.6 - Create a strong network of public green spaces within the Station area to promote activity and quality of life.								
40	**Station Area**	Provide strong pedestrian connections across State Street from new residential to Wines Park, Bandwagon Park, and Lehi Elementary (4.6.4)	COST 1	IMPACT 9	PUBLIC 4	15	Medium	Long Term (2030 - 2050)
Strategy 4.6 - Create a strong network of public green spaces within the Station area to promote activity and quality of life.								
41	**Station Area**	Expand Pioneer Cemetery Park, to capture Dry Creek frontage add park amenities, and connect it to the Center Street/Dry Creek Greenway and Rail Trail. (4.6.2 and 2.6.2)	COST 2	IMPACT 9	PUBLIC 6	15	Medium	Short Term (Immediate-2030)
Strategy 4.6 - Create a strong network of public green spaces within the Station area to promote activity and quality of life.								
42	**Station Area**	Develop a District Square adjacent to the station platform to serve as the central gathering space for the district (4.6.1)	COST 2	IMPACT 9	PUBLIC 4	15	Medium	Short Term (Immediate-2030)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 3.1 - Amend existing land use ordinances within the Main Street districts to align with the vision and recommendations of this plan.								
43	**Main Street**	Adopt mixed-use and/or form-based zoning within the Mills District to allow for new uses within that area. Revise Chapter 37 Design Standards for the district to promote new mixed use development and allow for increased design flexibility in the built form. Allow flexibility for the creation of a master development plan for the area as a potential tool. (3.1.1)	COST 3	IMPACT 9	PUBLIC 2	14	Medium	Short Term (Immediate-2030)
Strategy 2.4 - Create future opportunities for affordable housing and housing choice within the Downtown and Station Areas.								
44	**Downtown**	Allow for added residential units in existing neighborhoods directly adjacent to Downtown Core, Mills, Rodeo, and Station Districts. (i.e. upzone some blocks from R-2 to R-3, allow for infill in block centers with ADUs and flag lots adjust/remove the Downtown Spacing Overlay). (2.4.2)	COST 3	IMPACT 9	PUBLIC 4	14	Medium	Short Term (Immediate-2030)
Strategy 2.1 - Amend existing land use ordinances to align with the vision and recommendations of this plan.								
45	**Downtown**	Adopt an overlay zone for 100 East that allow for residential-based commercial uses complementary to the preservation of existing homes (2.1.3)	COST 3	IMPACT 9	PUBLIC 2	14	Medium	Short Term (Immediate-2030)
Strategy 2.3 - Promote the preservation and restoration of historic buildings in Downtown Lehi								
46	**Downtown**	Establish a preservation grant program utilizing TIF or other funds to assist with maintenance and restoration of historic properties. (2.3.1)	COST 2	IMPACT 6	PUBLIC 6	14	Medium	Short Term (Immediate-2030)
Strategy 2.3 - Promote the preservation and restoration of historic buildings in Downtown Lehi								
47	**Downtown**	Expand other financial incentives for preservation work, such as property tax credits or impact fee waivers. (2.3.2)	COST 2	IMPACT 6	PUBLIC 6	14	Medium	Ongoing (Immediate - 2050+)
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
48	**Main Street**	Convert on-street parking areas to flex zones, allowing for either outdoor dining, limited parking/ loading, or other uses to occur within the space. (3.2.1c)	COST 1	IMPACT 9	PUBLIC 4	14	Medium	Short Term (Immediate-2030)
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
49	**Main Street**	Improve and enhance the pedestrian crossings at all intersections within the Downtown Core, as well as at 500 East. (3.2.3)	COST 1	IMPACT 9	PUBLIC 4	14	Medium	Short Term (Immediate-2030)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 5.2 - Improve Pedestrian Access and Comfort								
50	Transportation	Enhance pedestrian crossings—especially at Main/ Center, 100 East/State, and new midblock crossings on State—with refuge islands, curb extensions, and public art. (5.2.3)	COST 2	IMPACT 6	PUBLIC 6	14	Medium	Ongoing (Immediate - 2050+)
Strategy 5.6 - Advance Context-Sensitive Intersection Upgrades								
51	Transportation	Prioritize improvements at high-delay intersections such as Main & 850 East and Main & 500 East to maintain LOS and support growth. (5.6.1)	COST 1	IMPACT 9	PUBLIC 4	14	Medium	Short Term (Immediate-2030)
Strategy 5.1 - Create a safe and connected bike network								
52	Transportation	Retrofit quieter residential streets with bike-friendly features, including designated Bike Boulevards on 400 East, 100 North, and 900 North. (5.1.2)	COST 2	IMPACT 6	PUBLIC 6	14	Medium	Ongoing (Immediate - 2050+)
Strategy 2.6 - Create a strong network of public green spaces throughout the Downtown area to promote activity and quality of life.								
53	Downtown	Develop a District Square in each district to serve as a focal point gathering place for the district (2.6.3)	COST 1	IMPACT 9	PUBLIC 4	14	Medium	Ongoing (Immediate - 2050+)
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
54	Main Street	Improve the Main Street transition area segments with added street trees, street parking, and traffic calming features. (3.2.2)	COST 1	IMPACT 6	PUBLIC 6	13	Medium	Long Term (2030 - 2050)
Strategy 5.4 - Improve Traffic Operations and Street Connectivity								
55	Transportation	Conduct a feasibility study to reconnect 500 East to State Street with an off-ramp and signal as part of redirecting east-west traffic off Main Street. (5.4.4)	COST 2	IMPACT 9	PUBLIC 2	13	Medium	Long Term (2030 - 2050)
Strategy 5.5 - Support Growth While Preserving Livability								
56	Transportation	Support regional east-west corridors and reduce local street congestion by improving connections to Pioneer Crossing and 2100 North. (5.5.2)	COST 2	IMPACT 9	PUBLIC 2	13	Medium	Long Term (2030 - 2050)
Strategy 5.6 - Advance Context-Sensitive Intersection Upgrades								
57	Transportation	Implement context-sensitive intersection design balancing flow, safety, and placemaking, especially near schools, parks, and high foot traffic areas. (5.6.2)	COST 3	IMPACT 6	PUBLIC 4	13	Medium	Ongoing (Immediate - 2050+)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 2.5 - Consider the City playing a more active role in the redevelopment of properties within Downtown.								
58	Downtown	Facilitate redevelopment through property acquisition and demolition, or provide financial assistance to developers for this work. (2.5.2)	COST 1	IMPACT 9	PUBLIC 2	12	Medium	Ongoing (Immediate - 2050+)
Strategy 3.5 - Conduct a feasibility study for the revitalization and year-round programming of the rodeo grounds.								
59	Main Street	Conduct a feasibility study for the revitalization and year-round programming of the rodeo grounds. (3.5)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Short Term (Immediate-2030)
Strategy 4.4 - Support the creation of affordable-housing within the Station District.								
60	Station Area	Consider financial incentives for the provision of affordable housing in the Station District, such as reduced or waived impact fees or assistance with infrastructure improvements. (4.4.3)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Ongoing (Immediate - 2050+)
Strategy 4.5 - Consider the development of a unique brand for the Station District area.								
61	Station Area	Consider the development of a unique brand for the Station District Area. (4.5)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Short Term (Immediate-2030)
Strategy 4.6 - Create a strong network of public green spaces within the Station area to promote activity and quality of life.								
62	Station Area	Develop at least one Pocket Park within the historic row of commercial buildings fronting State Street. (4.6.3)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Short Term (Immediate-2030)
Strategy 5.5 - Support Growth While Preserving Livability								
63	Transportation	Monitor traffic patterns and intersection performance; implement adaptive signal technology as needed. (5.5.3)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Ongoing (Immediate - 2050+)
Strategy 5.3 - Expand Transit Access and Use								
64	Transportation	Establish a free Downtown Circulator Shuttle connecting the future transit station with key destinations including Main Street, Rodeo Grounds, the Mills District, and Lehi High School. (5.3.2)	COST 1	IMPACT 9	PUBLIC 2	12	Medium	Short Term (Immediate-2030)
Strategy 5.3 - Expand Transit Access and Use								
65	Transportation	Implement wayfinding, real-time info, and educational outreach to boost local transit ridership. (5.3.4)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Ongoing (Immediate - 2050+)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 5.3 - Expand Transit Access and Use								
66	Transportation	Improve first/last-mile transit connections with wider sidewalks, bike parking, and micro-mobility infrastructure. (5.3.3)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Ongoing (Immediate - 2050+)
Strategy 5.1 - Create a safe and connected bike network								
67	Transportation	Integrate protected bike crossings and bike-specific signals at major intersections such as Main/Center and State/100 East. (5.1.3)	COST 2	IMPACT 6	PUBLIC 4	12	Medium	Short Term (Immediate-2030)
Strategy 4.3 - Adopt a transit-supportive parking strategy for the Station District.								
68	Station Area	Limit parking with the Station District to either on-street or structured parking. On-street is likely to be the most viable and preferred option. (4.3.1)	COST 3	IMPACT 6	PUBLIC 2	11	Low	Long Term (2030 - 2050)
Strategy 4.4 - Support the creation of affordable-housing within the Station District.								
69	Station Area	Coordinate with selected strategies of the City's Moderate Income Housing Plan. (4.4.2)	COST 3	IMPACT 6	PUBLIC 2	11	Low	Ongoing (Immediate - 2050+)
Strategy 5.4 - Improve Traffic Operations and Street Connectivity								
70	Transportation	Optimize signals, turn lanes, and ADA accessibility on key corridors like Main Street and 500 East. (5.4.1)	COST 1	IMPACT 6	PUBLIC 4	11	Low	Short Term (Immediate-2030)
Strategy 5.4 - Improve Traffic Operations and Street Connectivity								
71	Transportation	Reduce curb cuts and coordinate driveway access to improve pedestrian safety. (5.4.5)	COST 3	IMPACT 6	PUBLIC 2	11	Low	Ongoing (Immediate - 2050+)
Strategy 5.4 - Improve Traffic Operations and Street Connectivity								
72	Transportation	Conduct a feasibility study for a diagonal connector between Center Street and 100 East to improve north-south circulation. (5.4.2)	COST 2	IMPACT 6	PUBLIC 2	10	Low	Short Term (Immediate-2030)
Strategy 5.4 - Improve Traffic Operations and Street Connectivity								
73	Transportation	Conduct a feasibility study for grade-separated rail crossings at 500 West and Center Street to reduce delays and improve safety. (5.4.3)	COST 2	IMPACT 6	PUBLIC 2	10	Low	Short Term (Immediate-2030)
Strategy 2.5 - Consider the City playing a more active role in the redevelopment of properties within Downtown.								
74	Downtown	If office uses or structured parking are desired, facilitate and/or provide financial assistance for that construction in a challenged market. (2.5.3)	COST 1	IMPACT 6	PUBLIC 2	9	Low	Ongoing (Immediate - 2050+)

Table 10: Implementation Measures and Actions

#	CATEGORY	IMPLEMENTATION MEASURE	SCORING CRITERIA			PRIORITY SCORE	PRIORITY LEVEL	TIMELINE
Strategy 3.2 - Enhance Main Street as a walkable and more vibrant corridor within Downtown.								
75	**Main Street**	Facilitate the creation of a restored street grid within the Mills District as part of new development (3.2.5) to disperse traffic and improve walkability. (5.5.4)	COST 1	IMPACT 6	PUBLIC 2	9	Low	Ongoing (Immediate - 2050+)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
76	**Main Street**	Consider the construction of a City-owned centralized parking structure within the Downtown Core district as part of the civic campus, utilizing TIF or similar funds. (3.3.3)	COST 1	IMPACT 6	PUBLIC 2	9	Low	Long Term (2030 - 2050)
Strategy 5.6 - Advance Context-Sensitive Intersection Upgrades								
77	**Transportation**	Add a new signalized intersection at State Street and 400 East to relieve Main Street congestion and improve access to the station area. (5.6.3)	COST 1	IMPACT 6	PUBLIC 2	9	Low	Short Term (Immediate-2030)
Strategy 3.3 - Adopt a more balanced, pedestrian-focused approach to parking along Main Street.								
78	**Main Street**	Consider the construction of a centralized parking structure within the Mills District. The cost may need to be shared by both developers and the City. (3.3.4)	COST 1	IMPACT 3	PUBLIC 2	6	Low	Long Term (2030 - 2050)

LEHI CITY
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Literacy Center
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City Hall

ORDINANCE NO: 67-2025

AN ORDINANCE APPROVING AND ADOPTING THE LEHI DOWNTOWN REVITALIZATION & STATION AREA PLAN

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the Consultants' proposals for the Lehi Downtown Revitalization & State Street Station Area Plan; all as set forth in that certain station area plan designated as the Lehi Downtown Revitalization & State Street Station Area Plan, a copy of which has been filed with the office of the Lehi City Planning Department;

WHEREAS, following a public hearing on November 13. 2025, the Lehi City Planning Commission reviewed the proposed Downtown Revitalization & Station Area Plan and forwarded a recommendation that the City Council adopt the proposed request; and

WHEREAS, on December 16, 2025, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of November 13, 2025, and the recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Station Area Plan is consistent with the Lehi City General Plan Land Use Map and Goals 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:

SECTION 1. The Station Area Plan together with all the attached exhibits, maps and supporting documents designated as the "Lehi Downtown Revitalization & State Street Station Area Plan" dated December 16, 2025, copies of which are on file with the Planning Division of the Community Development Department, is hereby adopted as the Lehi Downtown Revitalization & Station Area Plan to guide development in the downtown area. Said project is shown on attached Exhibit A.

SECTION 2. The future developers of the land comprised in the Lehi Downtown Revitalization & State Street Station Area Plan shall comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance -2025 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.

SECTION 5. 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.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 16th day of December 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Lehi Downtown Revitalization & State Street Station Area Plan Map

1. Areas between State Street and I-15 are generally more favorable for redevelopment within the Station Area
2. Need to improve connectivity between Downtown and neighborhoods north of I-15
3. Potential to strengthen connections between Downtown and future Station Area to create synergy
4. Grade separation of 500 E and State Street is a barrier to good circulation in the district
5. Rodeo grounds is currently an underutilized facility that could be better used to serve the Downtown community
6. Opportunity to strengthen relationship between civic district and Main Street
7. Open lots and auto-oriented commercial areas may have highest potential for development opportunity on Main Street

Preserving neighborhood character is important, but downtown should not be frozen in time. Thoughtful, incremental infill can maintain identity while allowing for appropriate evolution.

Agenda Item No: 5.5

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Brittney Harris
Submitting Department: Public Works
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #71-2025, approving the Water Use and Preservation Element of the General Plan.

Suggested Action:

Attachments:

CC Staff Report Water Use and Preservation General Plan Element 12.16.25.docx

Water Use and Preservation General Plan Element DRC 11.05.25.docx

Lehi City - 2025 Water Use and Preservation General Plan Element.pdf

Ord 71-2025.docx

WATER USE AND PRESERVATION GENERAL PLAN ELEMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	December 16, 2025
Requested Action/Purpose	Approval of an amendment to the General Plan adding the Water Use and Preservation Element
Decision Type	Legislative
Date of DRC Review	November 5, 2025
Date of Planning Commission Review	December 4, 2025

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 STATE REGULATIONS

Section 73-10-32 Water Conservation Plan

(1) As used in this section:

(a) "Division" means the Division of Water Resources created under Section 73-10-18.

(b) "Water conservancy district" means an entity formed under Title 17B, Chapter 2a, Part 10, Water Conservancy District Act.

(c) "Water conservation plan" means a written document that contains existing and proposed water conservation measures describing what will be done by a water provider, and the end user of culinary water to help conserve water in the state in terms of per capita use of water provided through culinary water infrastructure owned or operated by the water provider so that adequate supplies of water are available for future needs.

(d) "Water provider" means:

(i) a retail water supplier, as defined in Section 19-4-102; or

(ii) a water conservancy district.

(2) (a)A water conservation plan shall contain:
(i) (A) a clearly stated overall water use reduction goal that is consistent with Subsection (2)(d); and
(B) an implementation plan for each water conservation measure a water provider chooses to use, including a timeline for action and an evaluation process to measure progress;
(ii) a requirement that a notification procedure be implemented that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served by the water provider;
(iii) a copy of the minutes of the meeting regarding a water conservation plan and the notification procedure required in Subsection (2)(a)(ii) that shall be added as an appendix to the water conservation plan; and
(iv) for a retail water supplier, as defined in Section 19-4-102, the retail water supplier's rate structure that is:
(A) adopted by the retail water supplier's governing body in accordance with Section 73-10-32.5; and
(B) current as of the day the retail water supplier files a water conservation plan.
(b) A water conservation plan may include information regarding:
(i) the installation and use of water efficient fixtures and appliances, including toilets, shower fixtures, and faucets;
(ii) residential and commercial landscapes and irrigation that require less water to maintain;
(iii) more water efficient industrial and commercial processes involving the use of water;
(iv) water reuse systems, both potable and not potable;
(v) distribution system leak repair;
(vi) dissemination of public information regarding more efficient use of water, including public education programs, customer water use audits, and water saving demonstrations;
(vii) water rate structures designed to encourage more efficient use of water;
(viii) statutes, ordinances, codes, or regulations designed to encourage more efficient use of water by means such as water efficient fixtures and landscapes;
(ix) incentives to implement water efficient techniques, including rebates to water users to encourage the implementation of more water efficient measures;
(x) regional conservation planning and shared shortage agreements; and
(xi) other measures designed to conserve water.
(c) The division may be contacted for information and technical resources regarding measures listed in Subsection (2)(b).
(d) (i) The division shall adopt by rule, made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, regional water conservation goals that:
(A) are developed by the division;
(B) take into consideration goals established in the Colorado River management plan adopted pursuant to Section 63M-14-204;
(C) for areas in the Great Salt Lake watershed, take into consideration the Great Salt Lake, including the water budget associated with the integrated surface and ground water assessment described in Section 73-10g-402;
(D) take into consideration how growth and regional conservation goals impact agriculture water use;
(E) are reevaluated by December 31, 2030, and every 10 years after December 31, 2030; and
(F) define what constitutes "water being conserved" under a water conservation goal after considering factors such as depletion, diversion, use, consumption, or return flows.
(ii) As part of a water conservation plan, a water provider shall adopt one of the following:
(A) the regional water conservation goal applicable to the water provider;
(B) a water conservation goal that would result in more water being conserved than would be conserved under the regional water conservation goal; or
(C) a water conservation goal that would result in less water being conserved than would be conserved under the regional water conservation goal with a reasonable justification as to why the different water conservation goal is adopted and an explanation of the factors supporting the reasonable justification, such as demographics, geography, lot sizes, make up of water service classes, or availability of secondary water.
(3) (a) A water provider shall:
(i) prepare and adopt a water conservation plan; and
(ii) file a copy of the water conservation plan with the division.
(b) (i) Before adopting or amending a water conservation plan, a water provider shall hold a public hearing with reasonable, advance public notice in accordance with this Subsection (3)(b).
(ii) The water provider shall provide public notice at least 14 days before the date of the public hearing.

(iii) A water provider meets the requirements of reasonable notice required by this Subsection (3)(b) if the water provider posts notice of the public hearing:

(A) for the service area of the water provider, as a class A notice under Section 63G-30-102, for at least 14 days; and

(B) if the water provider is a private entity and has a public website, on the water provider's public website.

(iv) Proof that notice described in Subsection (3)(b)(iii) was given is prima facie evidence that notice was properly given.

(v) If notice given under authority of this Subsection (3)(b) is not challenged within 30 days from the date of the public hearing for which the notice was given, the notice is considered adequate and proper.

(c) A water provider shall:

(i) post the water provider's water conservation plan on a public website; or

(ii) if the water provider does not have a public website, make the water provider's water conservation plan publicly available for inspection upon request.

(4) (a) The division shall:

(i) provide guidelines and technical resources to help water providers prepare and implement water conservation plans;

(ii) assist water providers by identifying water conservation methods upon request; and

(iii) provide an online submission form that allows for an electronic copy of the water conservation plan to be filed with the division under Subsection (3)(a)(ii).

(b) The division shall post an annual report at the end of a calendar year listing water providers in compliance with this section.

(5) A water provider may only receive state funds for water development if the water provider complies with the requirements of this section.

(6) A water provider specified under Subsection (3)(a) shall:

(a) update the water provider's water conservation plan no less frequently than every five years; and

(b) follow the procedures required under Subsection (3) when updating the water conservation plan.

(7) It is the intent of the Legislature that the water conservation plans, amendments to existing water conservation plans, and the studies and report by the division be handled within the existing budgets of the respective entities or agencies.

REPORT ANALYSIS

Lehi City request approval of a new Water Use and Preservation General Plan Element. The proposed document outlines strategic goals to reduce water usage. This element is required by new State Code, Section 73-10-32 and must be adopted by the end of 2025 to comply. This report reviews the key sections and take aways from the document.

Historical Water Usage

The document includes a historical look at the water usage in Lehi. Interestingly the use for pressurized irrigation spiked in 2020. Water use per capita is higher for pressurized irrigation than for drinking water. The plan also looks at the number of connections, and the water use by type. Industrial historically had the highest rates of drinking water usage per connection, that number has dropped significantly in recent years.

Regional and Municipal Conservation Goals

Lehi is part of the Provo River Region and the goals proposed in this document support and enforce the goals of the State for the region.

Lehi City's strategies focus on reducing per capita water use, eliminating waste, and promoting water-wise development patterns. The plan includes recommended Development Code updates and education for best practices.

DRC Comments

The reviewing departments reviewed the plan on November 5, 2025, and provided comments related to editing the document. These comments were hard to summarize in a succinct manner. Staff worked with the consultant to make these updates to the document.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendment to the General Plan adding the Water Use and Preservation Element. Any motion should include findings. Possible findings include:

1. The proposed General Plan element is/is not compliant with State Code Requirements.
2. The proposed General Plan Element seeks to increase the long-term sustainability of water in Lehi by measuring use and proposing goals to reduce water usage.
3. The proposed amendment to the Lehi City General Plan is/is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

Planning Commission reviewed the proposed Water Use and Preservation Element of the General Plan on December 4, 2025. The motion and minutes from that meeting follow.

4.6) Public hearing and recommendation of Lehi City's request for review of the Water Use and Preservation Element of the General Plan.

Brittney Harris presented the item. This is now required to be an element of the General Plan based on state legislation from the 2022-2023 session. The deadline for implementing it is at the end of the year. The section contains data on tracked water usage and drinking water connections. It also contains projections of water use that are above the city's reliable water supply. Existing waterwise design standards have been integrated into the chapter, and sections have been added that offer insights on potential ways to make the city more water efficient.

Commissioner Roberts asked who created the numbers and recommendations. Harris explained that the study was conducted by the Public Works department in conjunction with a hired consultant. It was a local endeavor and was tailored to Lehi and the surrounding area. Struthers clarified that Hansen Allen Luce did the study, who is one of the top water organizations in the state.

Commissioner Eyre asked if the city had any data for heavy winters, and if more water was used when more snowpack was available. The city did not gather that data.

Commissioner Jackson opened and closed public comment.

> **Motion:** Commissioner Everett moved to give a positive recommendation to the Lehi City Council with the findings that it is compliant with state code requirements, that it seeks to increase the long-term sustainability of water in Lehi by measuring use and proposing goals to reduce water usage, that the proposed amendment is not detrimental to the public health, safety, and welfare of Lehi City. He included all DRC comments. Commissioner Kunze seconded.
>
> **Vote:** Commissioner Everett, yes. Commissioner Roberts, yes. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed unanimously.

Water Use and Preservation General Plan Element
DRC Redline Comments

Lehi City – requests review of the Water Use and Preservation General Plan Element

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed:
Time Start: 2:09 pm
Time End: 2:10 pm

(SEE THE BLUEBEAM SESSION FOR THE DRC COMMENTS

DRC REDLINE COMMENTS:
Glade – Power:
Brad – Fiber:
Garion – Fire:
Ryan – Water/Sewer:
James – Parks:
Gary S. – Building/Inspections:
Shelbey – Public Works:
Gary E. – Engineering:
Luke – Traffic:
Kim – Planning:

THIS ITEM WILL RETURN TO DRC ON NOVEMBER 19, 2025 PENDING RESUBMITTAL ON THE 11TH. FROM THERE IT WILL BE SCHEDULED FOR PLANNING COMMISSION ON DECEMBER 4, 2025 AND CITY COUNCIL ON DECEMBER 16, 2025.

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.

Water Use and Preservation General Plan Element

Updated 2025

LEHI CITY

1. Introduction

Lehi City is committed to sustainable water resource management through proactive conservation planning and land use integration. Project 13 in the Implementation chapter of the Land Use Element of the Lehi City General Plan sets a goal to reduce water usage in order to have sustainable development. As required under SB110 (2022), SB76 (2023), and Utah Code § 73-10-32, this section outlines the City's water conservation goals and municipal policies, aligned with regional targets and local needs. Lehi's strategy focuses on reducing per capita water use, eliminating waste, and promoting water-wise development patterns to ensure long-term supply resiliency.

2. Historical and Future Water Usage

2.1 Historical Water Use Trends

The following section outlines trends in water usage by population (gallons per capita day, or gpcd) and different connection types (residential, industrial, institutional, etc.).

Lehi City operates two water systems: 1) a drinking water system, and 2) and a pressurized irrigation system. This distinction is important for reviewing historical trends and future development. Figure 1 illustrates per capita trends from 2016 to 2024 for both systems.

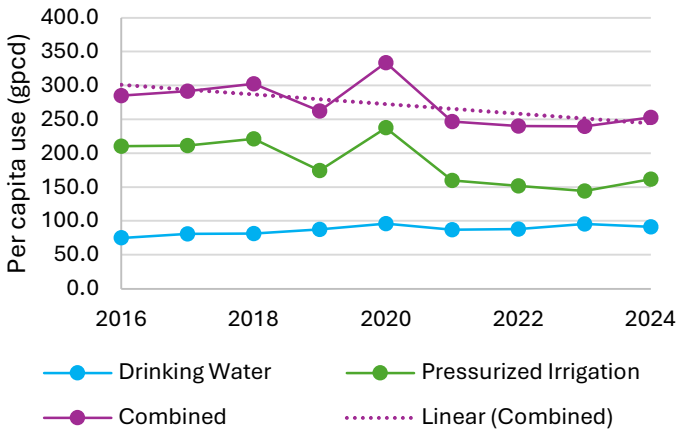

Figure 1. Drinking Water and Pressurized Irrigation per Capita Use

Drinking water usage (blue) has remained fairly consistent, while pressurized irrigation (green) water usage has been trending down. Overall, per capita consumption has been decreasing since 2016. This can be attributed to the City's efforts in promoting water conservation.

Another key consideration is water demands associated with different land uses. Figure 2 shows the number of drinking water connections by type over time. Lehi City has metered and tracked water usage on the drinking water system and is working to do the same for the pressurized irrigation system by 2030.

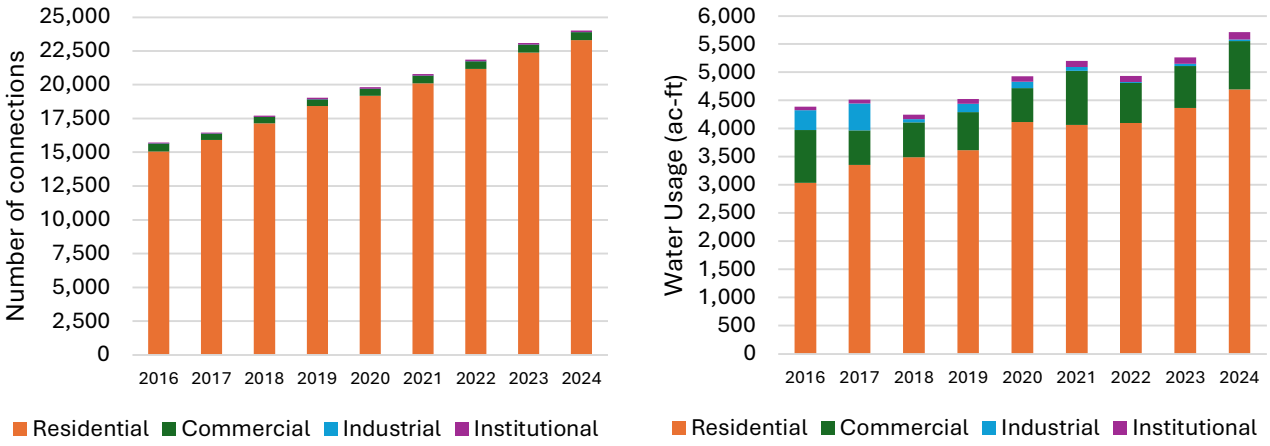

Figure 3. Number of Drinking Water Connections and Total Water Usage

Figure 3 illustrates the significant growth that Lehi City has experienced over the last several years. This growth is important when evaluating impacts on water supply. Lehi City primarily consists of residential connections with some commercial and industrial connections. However, the other connection types have higher water usage per connection (Figure 3).

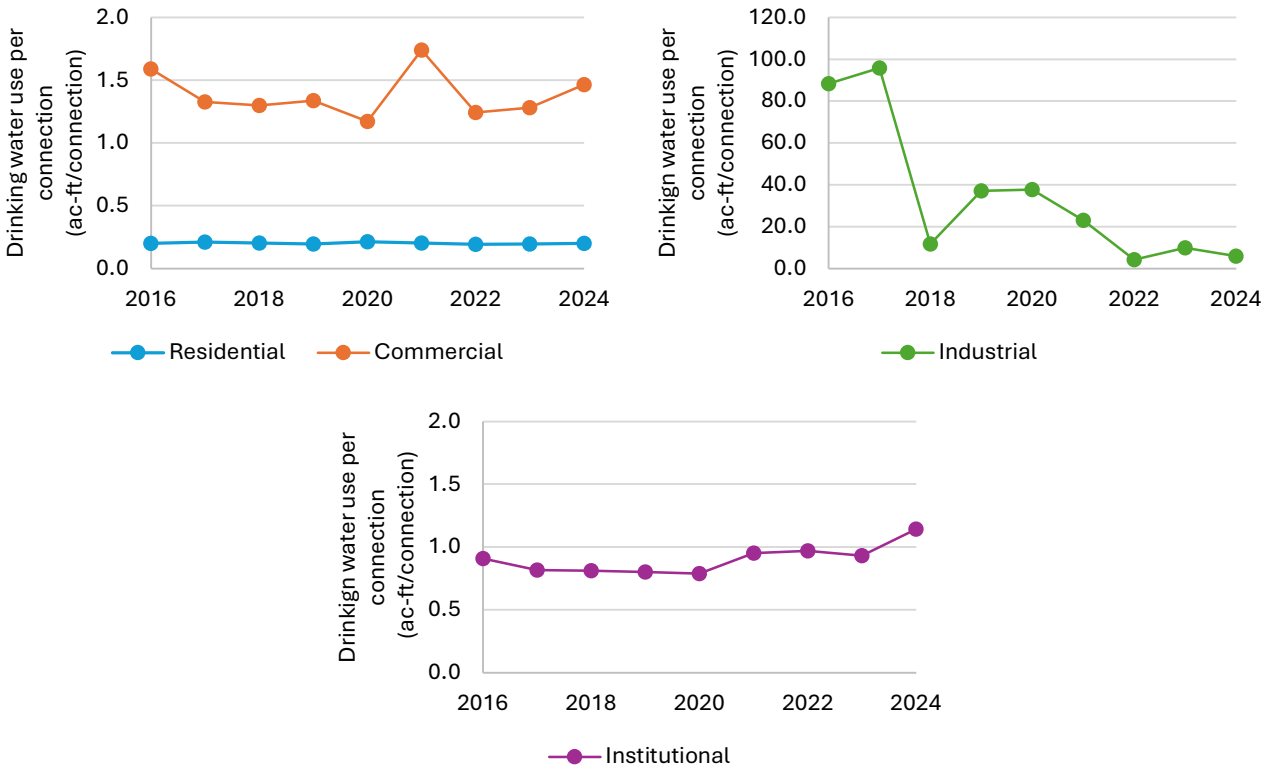

Figure 3. Drinking Water Usage per Connection

Understanding water usage by land use is essential when considering existing and future water demands. Residential water usage has remained fairly constant over time, while commercial, industrial, and institutional has been more variable. Additionally, nonresidential water usage is greater per connection and should be accounted for when evaluating future development plans. Furthermore, this information helps address future conservation strategies.

2.2 Regional & Municipal Conservation Goals

Lehi City is located within Utah's Provo River Region, which has a designated 2030 municipal and industrial (M&I) water conservation goal of 179 gallons per capita per day (gpcd). This represents a 20% reduction from the 2015 baseline of 222 gpcd, as established by the Utah Division of Water Resources in its *Regional Water Conservation Goals Report*. The City has formally adopted this target with its 2025 Water Conservation Plan Update, thereby reinforcing its alignment with the State's long-term planning framework and water efficiency standards.

The Water Conservation Plan functions not only as a foundational document for local water management but also as a compliance tool under Utah Code § 73-10-32, which mandates

that public water systems with more than 500 connections adopt and regularly update a conservation plan. Lehi's plan includes the following required components:

Clearly stated water use reduction goals	179 gpcd by 2030; adopted regional target
Goals for implementing conservation measures	Established clear goals and have made steps to achieve them (see 2025 Water Conservation Plan for details)
Evaluation processes and performance metrics	Regular reporting tied to meter data, audits, and system use efficiency
Public outreach and education strategies	Ongoing communication through utility bills, social media, and city programs

Lehi City has already decreased their per capita water usage by 11% since 2016 (see Figure 1). Through the efforts listed in the table above, Lehi not only complies with state law but also demonstrates proactive leadership in addressing regional growth, climate resilience, and long-term water availability.

2.3 Future Water Use

Water use is expected to grow as future development occurs. Two different future water demand scenarios are illustrated in Figure 4. If conservation efforts continue throughout the City, the gap between supply and demand will be more manageable. The reliable water supply is estimated as the limiting component of water rights, infrastructure capacity, and physical surface water and groundwater supply.

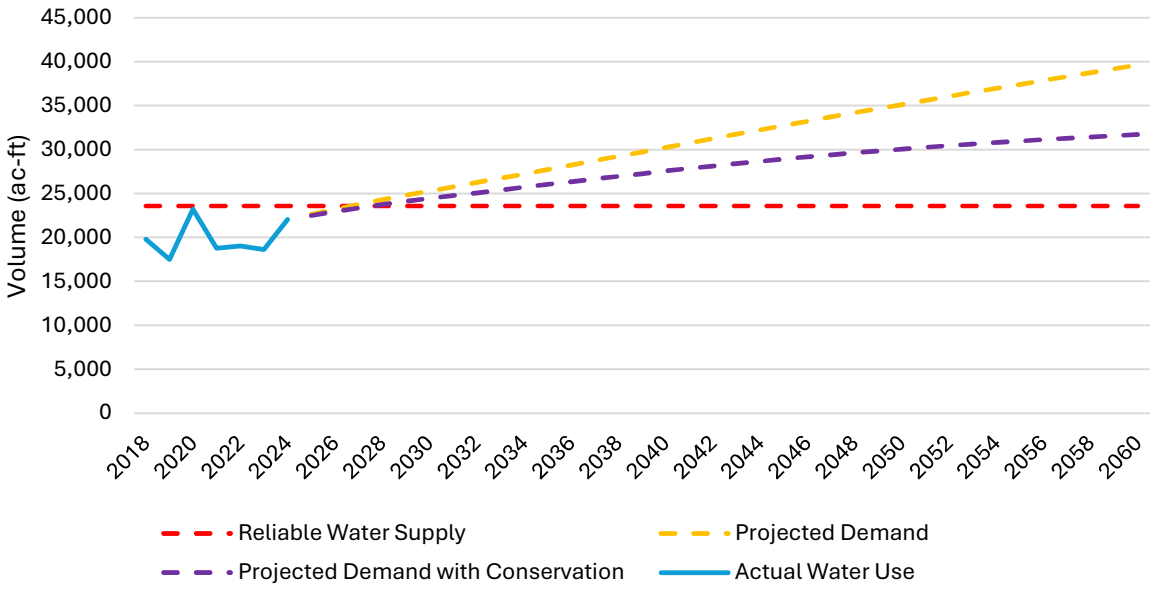

Figure 4. Future Water Demand Estimates

However, additional steps are necessary to ensure that the existing water supply is capable of meeting future demands. Future development will require more water supply than what can be provided by the existing system (see more in Section 4). It is anticipated that demand will exceed existing supply capacity in 2028. For that reason, it is important to ensure conservation efforts are continually implemented and future development is compared against the remaining water supply.

2.4 Agriculture

There is still a significant amount of agricultural land in Lehi City. Much of it is part of the low-density residential development with small-scale and hobby farming. These portions of Lehi City should be considered when new development occurs and how they may impact these regions. Water optimization should occur with agricultural water usage to ensure there is sufficient water supply to meet existing and future needs.

Water for agriculture is supplied through a series of canals throughout Lehi City. Other agricultural areas in Lehi City will likely convert to municipal development in order to support future population growth.

2.5 Impacts to Great Salt Lake

Lehi City is working to reduce impacts on Great Salt Lake (GSL) by reducing depletion in the system. Outdoor water demands have a high depletion rate, as most of the water evaporates or is consumed by turfgrass. Reducing outdoor water demands provides an excellent opportunity for mitigating impacts to the GSL. Existing conservation programs can reduce existing outdoor demands and recently adopted ordinances will help reduce the addition of more outdoor demands.

3. Land Use & Development Standards

To support its water conservation objectives and comply with the requirements of SB110 (2022) and SB76 (2023), Lehi City is updating its land use policies, zoning ordinances, and landscaping standards to better reflect principles of water-efficient development. These changes are designed to reduce long-term water demand, promote sustainable growth patterns, and integrate water stewardship into everyday planning and development decisions. By embedding water-conscious design and regulation into the City's land use framework, Lehi can help ensure water availability for future generations while maintaining the aesthetic and ecological quality of its built environment.

These updates are directly aligned with the City's 2025 Water Conservation Plan and the Provo River Region's adopted water conservation goal of 179 gallons per capita per day (gpcd) by 2030, a 20% reduction from 2015 levels. They also reflect best practices recommended in the *Utah Best Management Practices Guide*, the *2025 Water Conservation Plan Guide*, and the *Regional M&I Water Conservation Goals Report*, all of which emphasize land use integration, sustainable landscaping, and demand-side management as central to achieving statewide conservation targets.

3.1 Existing Development Standards

Lehi City has implemented a wide array of ordinances aimed at conserving water through careful land use consideration. The following table outlines development codes that work to reduce water usage throughout Lehi City.

Table 1. Summary of Existing Ordinances

Development Code	Title	Description
35.060 (A)	Annual Plan of Work	Annual plan for watering trees.
35.100 (A)	Private Property Owner Responsibility	Obtain a permit and follow current planting restrictions before installing a new waterwise landscape in park strips.
35.100 (B)	Private Property Owner Responsibility	Water, fertilize, and prune Public Trees when necessary to maintain clearance of limbs, good structure, health, and vigor.
35.220 (A)	Water Efficiency Standards	The purpose of the water efficiency standards is to conserve the public's water resources by establishing water conservation standards and recommendations for outdoor landscaping and indoor plumbing fixtures.

Development Code	Title	Description
35.220 (B.3)	Water Efficiency Standards	The outdoor landscaping standards in this chapter are not intended to conflict with other landscaping requirements as defined by Utah law, including storm water retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may conflict with Utah law, such conflicting requirements shall not apply.
35.220 (C.3)	Water Efficiency Standards	Central Open Shape definition: An unobstructed area that functions as the focal point of localscapes and is designed in a shape that allows efficient watering.
35.220 (E.1)	Water Efficiency Standards	Prohibition on restrictive covenants requiring grass. Any homeowners association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, are void and unenforceable to the degree that they require the use of grass in landscape areas less than 8 feet wide or require grass in other areas that exceed 35% of the landscape area or prohibit, or include conditions that have the effect of prohibiting, the use of water-conserving plants as a group or have the effect of prohibiting or restricting compliance with this chapter or other water conservation measures.
35.220 (F.1)	Water Efficiency Standards	All irrigation should be appropriate for the designated plant material to achieve high water efficiency. Drip irrigation or bubblers should be used except in lawn areas. Drip irrigation systems should be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components. Water-efficient sprinkler heads and nozzles should also be used.
35.220 (F.2)	Water Efficiency Standards	Each irrigation valve should irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and planting beds should be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers should be placed on separate irrigation valves.
35.220 (F.4)	Water Efficiency Standards	At least 3-4 inches of mulch, permeable to air and water, should be used in planting beds to control weeds and improve the appearance of the landscaping.
37.050 (C.6)	Downtown Outdoor Spaces Site	Park strips shall be planted with drought tolerant turf and/or groundcovers.

Development Code	Title	Description
	Design Standards	
37.060 (J.3)	Parking Standards	Landscaping in parking lot islands and peninsulas shall utilize water-wise landscaping which excludes the use of turf grass.

3.1.1 Landscaping Requirements for New Development

Looking ahead, Lehi City will apply enhanced landscape performance standards for all new residential subdivisions, commercial developments, and public or institutional projects. These requirements are consistent with Development Code Chapter 35 (Water Efficiency Standards) and are designed to reduce water use in outdoor environments, while simultaneously improving aesthetics, biodiversity, and site functionality. These standards were developed in coordination with Central Utah Water Conservancy District (CUWCD).

Key elements of these standards include:

- **Plant Selection and Turf Limitations:** Drought tolerant and native plants that require minimal irrigation must be prioritized in all new developments. Turf is prohibited in landscape areas less than eight feet wide and must not exceed 35% of the total landscaped area. HOA governing documents must not prohibit the use of water conserving plants or enforce requirements that prevent compliance with water efficiency standards. Turf is permitted in unobstructed areas designed in a shape that allows efficient watering. Park strips shall be planted with drought tolerant turf and/or ground covers. Landscaping in parking lot islands and peninsulas must utilize waterwise landscaping and exclude the use of turf.
- **Integrated Stormwater Management**: Irrigation systems must be designed to match the water needs of the designated plant materials. Drip irrigation or bubblers should be used except in lawn areas. Drip irrigation systems must include a pressure regulator, filter, flush end assembly, and other appropriate components, and water efficient sprinkler heads and nozzles must also be used. Each irrigation valve must serve landscaping with similar site, slope, and soil conditions, and with plants that have similar watering needs. Lawn areas and plating beds must be irrigated on separate valves, and drip emitters and sprinklers must be placed on separate valves. At least 3-4 inches of air and water permeable mulch must be applied in planting beds to control weeds and improve the appearance of the landscaping design.

- **Waterwise Landscape Installation:** Private property owners must obtain a permit and comply with all current planting restrictions before installing a new waterwise landscape in park strips.
- **Tree Care and Protection:** Public trees must be watered, fertilized, and pruned when necessary to maintain proper limb clearance, good structure, health, and vigor. No person may deposit, place, store, or maintain materials on any public right of way that could prevent the passage of water, air, or nutrients to the roots of public trees except where decorative rock gardens or other approved landscaping materials are used. Owner shall clean up and remove fallen leaves or other debris so that these do not impede storm drain systems. Tree roots that cause damage to streets, curbs, sidewalks, or public utilities such as sewer, storm drain, gas, water, or electric lines are considered hazardous and declared a public nuisance.
- **Stormwater and Low Impact Development:** The outdoor landscaping standards in Chapter 35 are not intended to conflict with any other landscaping requirements defined by Utah law, including stormwater retention requirements and low impact developing guidelines. When any requirement may conflict with Utah law, the conflicting requirement does not apply.
- **Annual Planning:** An annual plan of work shall be prepared by the Urban Forester in coordination with all departments involved in the care, planting, maintenance, or removal of trees. The plan shall be updated each year and developed to meet the criteria for Tree City USA designation. It may include considerations such as species diversity, planting needs, hazardous trees, insect and disease issues, and regular care practices like pruning and watering. An updated inventory of public trees, work performed, maintenance activities, and future plans shall be maintained by the Urban Forester and Parks Department and may be modified by the Urban Forester at any time. The Lehi city tree selection guide, unacceptable public tree list, and landscape specifications and standards shall also be reviewed annually and may be updated by the Urban Forester.

These policies will be embedded in the City's site plan review process, with checklists and guidance materials provided to developers and landscape designers. The City will also maintain a reference plant list, irrigation standards manual, and sample landscape plans to support consistent and practical implementation.

3.2 Recommended Zoning and Ordinance Updates

To address these gaps and strengthen the City's conservation framework, the following code and policy updates are recommended. They are based on best practices outlined by

the Utah Division of Water Resources and were informed by successful programs in other Utah communities, such as Vineyard and North Salt Lake.

Lehi has recently implemented these changes to ensure that water-wise landscaping, efficient irrigation, and smart growth principles are fully integrated into Lehi's development regulations. Additional considerations of future policy are included as well.

Table 2. Existing and Recommendation Zoning and Ordinance Updates

Update Category	Policy Direction
Turf in Park Strips and Medians *Development Code 37.050 (C.6)* *Development Code 37.060 (J.3)*	**Existing:** See Table 1 **Additional Considerations:** Turf could be prohibited in new or renovated park strips, medians, and any planting area less than 8 feet wide, unless it serves a clear recreational or civic function.
Water-Efficient Landscaping Standards *Development Code 35.220 (F.2)* *Development Code 35.220 (F.4)* *Development Code 35.100 (A)*	**Existing:** *See Table 1* **Additional Considerations:** All new development and major remodels could apply xeriscape principles, including drought-tolerant/native plants, mulched beds, and hydrozoning (grouping by water need).
Smart Irrigation Requirements Development Code 35.220 (F.1)	**Existing:** See Table 1 **Additional Considerations:** Drip irrigation could require smart controllers, rain sensors, and pressure-regulated heads in all automated systems.
Decorative Water Features Regulation *Development Code 38.060 C* *Development Code 06.090* *Development Code 06.120 B.9* *Development Code 33.080 H*	**Existing:** Planned Communities which provide water features, exclusive of any features provided as part of an entry sign area, such as fountains, streams, ponds, or other similar features that are used commonly and are highly visible in the planned community are eligible for a two percent density increase for each separate feature. All open space except for areas covered by water shall be landscaped by the developer and may contain recreation activity areas, parks, playgrounds, gazebos, plazas, amphitheaters, water features, trails or other landscaped areas. Urbanized open spaces shall include the following; central prominent gathering space with a focal feature such as a statue, water feature, gazebo clack tower or other feature as

	approved by the Planning Commission along with additional features. **Additional Considerations:** Limit or prohibit water features that use water unless they are recirculating and fulfill a cooling or civic benefit.
Tree Canopy with Drought-Tolerant Species *Development Code 12.090 A.1* *Development Code 12.130* *Development Code 35.020 R & V* *Development Code 35.080 H* *Development Code 37.060 J.4*	**Existing** : All proposed new plant materials should complement native species and provide continuity with the surroundings. The use of drought tolerant species and species tolerant to the climatic conditions of Utah County is encouraged. No trees, shrub or vegetation that matures over 24" shall be planted within the clear view area at street intersections, nor shall a tree canopy extend within the clear view area. Trees shall be planted within all landscape islands and peninsulas greater than 150 square feet to contribute towards a canopy at maturity. **Additional Considerations:** Encourage tree planting with low-water species that provide shade and reduce the heat island effect, while minimizing irrigation demand.

Lehi City will continue to review ordinances and development standards to ensure that they are working to preserve water for future development.

4. Water Supply & Infrastructure Planning

Lehi City recognizes that sustainable land development must be closely coordinated with the availability and reliability of its water systems. As such, the City actively integrates land use decision-making with the planning, operation, and expansion of its public water systems.

This approach ensures that both culinary and pressurized irrigation water needs are addressed in parallel with residential, commercial, and institutional growth.

In compliance with Utah Code § 19-4-114, Lehi maintains and regularly reviews new development's impacts on the water systems. This strategy helps guide investments, assess infrastructure capacity, and evaluate the long-term sustainability of the City's water sources, storage, and distribution systems.

4.1 Summary of Existing System

Lehi's drinking water system currently serves over 24,000 connections and is supplied by a combination of groundwater wells, springs, and water from CUWCD. Additional wells are being constructed and CUWCD capacity is being acquired to meet future demands (see Figure 4). These wells will be constructed over the next year and will provide additional source capacity to meet demands for the next several years. Furthermore, additional transmission capacity and booster pump stations are being developed to support future development and provide additional redundancy.

Storage for the culinary system is provided by eleven storage tanks, over nine pressure zones, with a combined capacity of 18.4 million gallons (MG). These facilities are essential for balancing daily system demands, ensuring pressure stability, and providing reserves for emergency events. Additional elevated storage is being constructed in the upper pressure zones of the system to serve future development.

In parallel, the pressurized irrigation system is supplied by wells, water diverted from canals, and CUWCD. The pressurized irrigation system serves over 18,000 connections and is a significant conservation asset. There is a total of 229 ac-ft of storage capacity split between thirteen different storage facilities. Additional source and storage capacity is being constructed to meet future demands.

Table 3 summarizes Lehi's water supply and infrastructure.

Table 3. Lehi City Water Supply & Infrastructure Summary

Category	Current Assets / Status	Future Needs / Planned Improvements
Water Sources (Drinking Water)	Wells and CUWCD	Additional deep wells and CUWCD capacity to meet future demands. The Family Park Well has a capacity of 2,500 gpm
Water Sources (Pressurized Irrigation)	Wells, canals, and CUWCD	Obtain additional supply and ensure redundancy throughout the system. There are two new deep wells: Cedar Hollow Well (3,000 gpm capacity) and McLachlan Well (1,350 gpm capacity)
Storage Capacity (Drinking Water)	11 tanks totaling 18.4 MG	New elevated storage tanks in future upper pressure zones; expanded equalization storage
Storage Capacity (Pressurized Irrigation)	13 reservoirs totaling 229 ac-ft	New elevated storage reservoirs in upper pressure zones; expanded equalization storage
Distribution System (Drinking Water)	24,000+ culinary connections	Transmission main upgrades; additional booster pump station capacity between pressure zones
Distribution System (Pressurized Irrigation)	18,000+ PI connections	Transmission main upgrades; additional booster pump station capacity between pressure zones
Pressure Zones	Multiple culinary and PI zones; zones maintained with booster stations and PRVs	Reconfiguration of zones to improve pressure control and provide additional redundancy. Creation of additional pressure zones to serve future development
Asset Management	SCADA system, scheduled pipe replacement, meter calibration program	Continued investment in automation, real-time monitoring, and preventative maintenance
Impact Fees	Assessed based on ERCs for culinary and PI systems	Fees tied to Capital Facilities Plan to fund new sources, tanks, and pipelines
Capital Projects	System modeling updated; key CIP projects underway (transmission, storage, booster pump stations)	Well development, east bench tank, pressure zone optimization, major pipeline extensions

4.2 Infrastructure Improvements & Asset Management

To support reliable water service delivery and accommodate future development, Lehi has adopted a proactive asset management strategy informed by its water master plans. These strategies are critical to extending the lifespan of infrastructure assets, minimizing water loss, and ensuring that system capacity aligns with growth projections.

Hydraulic modeling has been developed and maintained for both culinary and PI systems. These models are used to simulate peak demand scenarios, identify undersized distribution lines, and prioritize capital improvements in pressure-deficient areas. As residential development expands into east bench and hillside areas, booster pump stations and pressure zone adjustments are needed to maintain service reliability.

The City is also implementing system upgrades that include:

- Upsizing transmission mains in key growth corridors.
- Constructing new storage tanks to increase available capacity and equalization reserves.
- Reconfiguring pressure zones to optimize pump station operation, reduce system head loss, and improve energy efficiency.

Leak detection and maintenance are prioritized through ongoing investments in SCADA (Supervisory Control and Data Acquisition) systems, meter calibration, and a scheduled pipe replacement program. These efforts reduce non-revenue water loss and extend the useful life of existing assets while improving operational efficiency.

Planned projects identified in the City's capital planning documents include:

- A new deep groundwater well to meet future source demands.
- An additional elevated storage tank to serve the higher pressure zones east of the existing service area.
- Expansion of pressure-regulated zones and looped transmission improvements to increase system redundancy.

4.3 Impact Fee & Financing Strategy

Lehi finances system expansion and upgrades in part through the use of impact fees, which are assessed in accordance with the Utah Impact Fees Act. These fees are calculated based on projected Equivalent Residential Connections (ERCs) and reflect the proportional demand that new development places on the system.

The City currently assesses culinary and pressurized irrigation impact fees to fund capacity-increasing projects such as new wells, tanks, and major pipeline improvements. These fees are based on cost-per-ERC models developed in the City's Impact Fee Facilities Plan (IFFP) and are regularly reviewed to ensure they remain proportional and justifiable. Revenues are restricted to system expansion—not maintenance—and are used exclusively to serve new growth.

The City follows a "fair share" financing approach, ensuring that existing ratepayers are not burdened by growth-related infrastructure costs. Impact fee schedules are aligned with the Capital Facilities Plan (CFP), which includes a 20-year horizon of needed projects, prioritized by timing, location, and coordination with land use approvals.

By using data-driven planning and equitable cost-recovery methods, Lehi is well-positioned to fund the infrastructure needed to accommodate future growth while maintaining high levels of service and ensuring fiscal responsibility.

5. Water Conservation, Demand Management, & Implementation

To complement core water conservation strategies required by SB110 (2022), Lehi City has identified a range of optional water demand reduction measures that go beyond compliance to proactively manage long-term water use. These strategies reflect a forward-thinking approach to land and water integration, resource stewardship, and climate adaptation. They are informed by guidance from the *2025 Water Conservation Plan Guide*, the *Best Management Practices for Water Conservation* by the Utah Division of Water Resources.

By adopting voluntary yet impactful programs, Lehi aims to support sustainable development patterns, incentivize retrofits in existing neighborhoods, and ensure the City's water infrastructure can support anticipated growth without compromising system integrity or environmental resilience.

5.1 Existing Water Conservation Strategies

The following sections detail existing water conservation efforts by Lehi City.

5.1.1 Municipal Policies for Water Conservation

In support of its adopted conservation targets, Lehi has established a range of local policies designed to reduce demand, increase system efficiency, and promote conservation across residential, commercial, and institutional sectors. A full list of water conservation efforts is included in the *2025 Water Conservation Plan*.

The following table summarizes key policies that have been implemented that represent a blend of operational best practices and behavior-based strategies.

Table 4. Existing Water Conservation Efforts

Municipal Policy	Description & Intended Impact
Tiered Water Pricing	Graduated water rates for both culinary and pressurized irrigation water that charge more for higher usage tiers. This encourages responsible consumption and rewards efficiency. Tiered pressurized irrigation rates will be implemented after all services are metered before Utah State deadline of 7/1/2030.
Water Management Plan	Enforced restrictions during dry years against watering during the heat of the day and irrigation system overspray or runoff. These are outlined in the Water Shortage Management Plan. This reduces unnecessary loss and promotes equity across users.
Public Education & Incentive Programs	City-led initiatives including seasonal watering guidelines, rebates through CUWCD for WaterSense fixtures and smart controllers, and education campaigns tied to statewide "Slow the Flow" messaging. Rebates from CUWCD include the following: • Smart controller rebates • Landscape incentive program (turf replacement and switch to drip) • Toilet replacement
Full System Metering	All residential and commercial connections are required to be metered. Most of the City connections are now metered and measures are under way to ensure that all will be metered in the future.
Leak Detection and Repair	Tracking water production against metered usage in an attempt to reduce leaks and waste of water.

These programs reflect the City's dual commitment to equity and effectiveness: encouraging voluntary compliance through education while backing it with robust enforcement and infrastructure management.

5.1.2 Landscaping Restrictions & Streetscape Policy

Outdoor irrigation is one of the largest components of municipal water use, particularly during summer months. Lehi has adopted a progressive approach to landscape water efficiency that balances aesthetics, function, and sustainability in Development Code Section 35.230.

To target reductions in non-functional water use, the City has adopted and will further strengthen landscape standards, particularly in narrow rights-of-way and high-visibility public corridors (see Table 5).

Table 5. Landscaping Restrictions

Landscaping Standard	Policy Description
No Turf in Park Strips	Turf is prohibited in all new and redeveloped park strips. These areas must use water-wise plantings and mulch.
Adoption of Localscapes™ Principles	All new development and public projects shall implement Localscapes design elements to reduce water demand while maintaining visual appeal.
Public Demonstration Landscapes	City facilities, parks, and street corridors will include xeriscape demonstration areas with interpretive signage to promote public understanding.
Turf Replacement Incentives	Lehi will explore the creation of a local "Flip Your Strip" rebate program, potentially co-funded with regional or state conservation grants.

These efforts are designed not only to meet water conservation goals but also to improve community livability. Water-wise landscaping reduces maintenance costs, minimizes stormwater runoff, and enhances the urban tree canopy—all of which support broader sustainability and public health objectives.

Lehi's water conservation goals and policies form the foundation of its integrated land and water planning approach. By aligning regional goals with local implementation tools, the City ensures that conservation is embedded in daily operations, development decisions, and future planning. These strategies support a sustainable and resilient water future for current and future residents alike.

5.2 Future Water Conservation and Demand Reduction Strategies

It is recommended that Lehi City pursue a suite of voluntary programs and planning tools to reduce per capita water use, particularly in high-consumption sectors. These include measures tied to development patterns, landscape design, and economic growth policies:

- **Water Conservation Policies (review opportunities for expansion in 2026):**
  - Expansion of landscape rebate/incentive programs
  - Continued investment in smart meters and leak detection
  - Adoption of allocation-based rate structures
  - Ongoing updates to public education campaigns
- **Smart Growth and Zoning Flexibility (explore from 2026 to 2028):** The City will explore zoning incentives that promote water-smart urban form, including:
  - Smaller average lot sizes to reduce irrigable landscape area.
  - Clustered development with shared low-water-use open space.

    - Density bonuses for projects that incorporate water-saving features like rainwater harvesting, green infrastructure, or high-efficiency landscape design.
- **Retrofit Incentives for Existing Properties (explore from 2026 to 2027):** To support water savings in legacy developments, Lehi will seek grant funding and explore municipal programs that offer:
    - Rebates for turf conversion to xeriscaping.
    - Incentives for installing WaterSense-labeled indoor fixtures.
    - Support for smart irrigation controllers, soil moisture sensors, and other water-saving technologies.
- **Water-Conscious Economic Development (explore from 2027 to 2028):** Lehi will revise its economic development incentives to avoid subsidizing high-water-use industries (e.g., bottling plants, evaporative cooling-dependent data centers) unless they implement on-site water conservation or reuse strategies. Incentives will instead be prioritized for businesses with a low water footprint or those implementing onsite recycling, reuse, or graywater systems.
- **Concurrency Requirement (explore from 2026 to 2028):** In order to protect long-term infrastructure capacity, the City will explore adoption of a "water concurrency review" as part of the land use approval process. Developers may be required to demonstrate adequate system capacity—source, storage, and distribution—prior to final plat approval or issuance of a building permit.

5.2.1 Low-Water Landscaping Standards

It is recommend that Lehi City apply tailored landscaping standards to development types with higher irrigation potential. These measures ensure that water-intensive practices are minimized and that all new developments integrate water-conscious landscape design.

Commercial, Industrial & Institutional Sites:

- Turf limited to functional or publicly used spaces only (e.g., courtyards, event lawns).
- Minimum 75% of all plantings must be drought-tolerant or native.
- All planting beds must be mulched with non-organic or biodegradable materials.
- Irrigation must be subsurface or drip-based in non-turf zones.

Common Interest Communities (HOAs):

- Turf is prohibited in park strips, medians, and other narrow landscaped zones.
- HOA CC&Rs should promote xeriscaping principles and discourage artificial turf unless approved under specific City guidelines.

- Shared water meters must be installed and tracked annually to monitor common area water use.

Multifamily Housing Projects:

- Landscaping plans must apply hydrozoning, grouping plants by water need.
- Smart irrigation technology (weather-based controllers and rain shutoff devices) is required.
- Incorporation of green infrastructure, such as bioswales, rain gardens, or permeable pavers, is strongly encouraged to manage runoff and reduce irrigation needs.

5.3 Implementation & Monitoring

To ensure effectiveness and accountability, is recommend that Lehi City embed these water-saving measures into planning, policy, and operational frameworks, supported by staff training, stakeholder outreach, and data-driven evaluation.

- **Zoning & Site Plan Updates:** Required water budgeting, hydrozoning, and smart irrigation design elements will be codified through updates to the Lehi Development Code and integrated into site plan review checklists and subdivision regulations.
- **Design Standards & Guidance Materials:** The City will develop and publish landscape design guidelines, including acceptable plant lists, sample water budgets, and diagrams demonstrating hydrozoning and irrigation best practices. These will be made available to developers, builders, and the public.
- **Stakeholder Engagement & Education:** The City will regularly engage HOAs, developers, landscape architects, and utility partners to promote adoption of these standards. Training sessions and public workshops may be conducted to demonstrate technologies such as smart controllers or Localscapes™ principles.
- **Monitoring & Reporting:** The City will track water use by land use type, analyzing trends annually to measure progress toward the regional conservation goal of 179 gpcd. Ordinances and guidelines will be reviewed at least every five years and updated based on observed performance, emerging technologies, and changes in water supply conditions.

Table 5. Summary of Voluntary Water Demand Management Tools

Strategy	Target Sector	Intended Outcome
Water Budget Requirements	Commercial, Multifamily	Reduced landscape demand and irrigation system efficiency
Smart Growth Incentives	Residential, Mixed-Use	Smaller irrigated areas, shared green space
Retrofit Incentives	Existing Residential & Business	Turf removal, fixture upgrades, irrigation efficiency
Economic Incentive Prioritization	Industrial, Commercial	Promote low-water-use business models
Water Concurrency Review	New Development	Ensure infrastructure capacity before growth approval
Landscape Design Standards	All Development Types	Enforce xeriscaping, mulch use, smart irrigation

ORDINANCE NO: 71-2025

ORDINANCE ADOPTING THE WATER USE AND PRESERVATION ELEMENT OF THE GENERAL PLAN

WHEREAS, on December 16, 2025, following all necessary public hearings, the Lehi City Council adopted the Water Use and Preservation Element of the Lehi City General Plan; and

WHEREAS, the Lehi City Planning Commission held a public hearing on December 4, 2025, to review and make a recommendation on the Water Use and Preservation Element and forwarded their positive recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on December 16, 2025, pursuant to the requirements for an amendment of the Lehi City General Plan;

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

PART 1:

The Lehi City General Plan is hereby updated to include the Water Use and Preservation Element.

PART II:

If a provision of this Ordinance 70-2025 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 16th day of December 2025.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Agenda Item No: 5.6

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #68-2025, approving the Gurney Property Zone Change on 8.62 acres located at approximately 1200 West 800 North, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).

Suggested Action:

Attachments:

CC Staff Report Gurney Zone Change 12.16.25.docx

Symphony Homes Gurney Property Zone Change DRC 10.22.25.docx

Gurney Property Zone Change narrative.pdf

2025.11.05 ALTA Survey - Gurney.pdf

Gurney Property Zone Change map.pdf

Gurney Zone Change Aerial.pdf

Gurney Zone Change General Plan.pdf

Gurney Zone Change Zoning.pdf

Ord 68-2025.docx

GURNEY ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Russell Wilson		
Meeting Date	December 16, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1200 West 800 North		
Acreage	8.62 acres		
Existing Zoning	TH-5		
Existing General Plan Land Use Designation	VLDRA		
Proposed Zoning Designation	R-1-22		
Existing Land Use	Single family residential		
Adjacent Zoning and Land Use	*North*	R-1-22	Church
	South	R-1-22	Single family residential
	East	R-1-22	Single family residential
	West	R-1-22	Single family residential
Date of DRC Review	October 22, 2025		
Date of Planning Commission Review	November 13, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

VERY LOW DENSITY RESIDENTIAL AGRICULTURAL (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

APPLICABLE DEVELOPMENT CODE REGULATIONS

From Section 04.060 Criteria for Approval, of the Lehi City Development Code, the City Council 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

March 17, 2000 The Gary G. Gurney Addition incorporated this property into Lehi City.

REPORT ANALYSIS

The applicant requests approval from TH-5 to R-1-22 for a portion of the property located at approximately 1200 West 800 North. This zone change on 8.62 acres of property will include lots that meet the minimum lot size of 22,000 square feet. A concept plan was concurrently submitted that shows the development plan.

The proposed R-1-22 zoning aligns with the Very Low-Density Residential Agriculture designation in the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had one comment regarding water dedication: Water dedication will be required as a condition prior to recording the zone change ordinance.

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 November 13, 2025. The minutes and motion from this meeting are as follows:

> 3.4) Public Hearing and recommendation of Symphony Development's request for review of the Gurney Property Zone Change on 8.62 acres located at approximately 1200 West 800 North, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).
>
> Caden Petersen presented the item in conjunction with item 3.5, as they are a joint proposal. The zone change meets the General Plan requirements.
>
> 3.5) Public hearing and consideration of Symphony Development's request for approval of the Gurney

Property Concept, a 12-lot single family residential subdivision located at approximately 1200 West 800 North.

Caden Petersen presented the item. No exceptions are being asked for, but the applicant would like feedback from the Commission.

Russ Wilson was present, representing Symphony Development. He had no additional comments.

Commissioner Everett shared that he appreciated seeing a larger lot size.

Commissioner Lockhart asked why the development is being made with large lots. Wilson explained that they have a slightly different business model than most developers as they build move-up housing. He mentioned Colledge Farms as an example of subdivision Symphony had developed. Commissioner Lockhart asked if there would be any amenities or an HOA. There is no plan for an HOA, but there is discussion with the nearby church about the maintenance of a park strip.

Commissioner Jackson opened and closed public comment for both items.

Commissioner Eyre asked about pedestrian crossings over the canal, and if another would be installed. Struthers said there is no planned bridge. The current crossing is a result of a connection issue for a different subdivision. This development doesn't trigger the same connectivity requirements and will not be required to connect to the larger trail system.

The commission discussed the appeal of larger lots being developed.

Item 3.4 Motion: Commissioner Everett moved to give a positive recommendation to the Lehi City Council with the findings that it fits within the existing General Plan, that it is consistent with the character of the surrounding area, that it is consistent and compatible with the goals and policies of the General Plan and with the uses of nearby and adjoining properties, and that the size of the property is suitable for the use. He included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Everett, yes. Commissioner Lockhart, yes. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed unanimously.

Item 3.5 Motion: Commissioner Eyre moved to approve the concept plan with the findings that the proposed concept is consistent with the Lehi City Development Code, and that the proposed concept does conform to the goals and policies of the General Plan. He included all DRC comments.

Commissioner Everett asked that the motion be made contingent upon approval of the zone change in item 3.4 by the City Council.

Item 3.5 Amended Motion: Commissioner Eyre moved to approve the concept plan on the condition that the Gurney Property Zone Change is approved by the Lehi City Council, with the findings that the proposed concept is consistent with the Lehi City Development Code, and that the proposed concept does conform to the goals and policies of the General Plan. He included all DRC comments.

Commissioner Kunze seconded.

Vote: Commissioner Everett, yes. Commissioner Lockhart, yes. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed unanimously.

Gurney Property Zone Change
DRC Redline Comments

Symphony Homes- requests review of the Gurney Property Zone Change on 8.62 acres located at approximately 1200 West 800 North, changing the zoning from TH-5 to R-1-22.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Russell Wilson
Date of Plans Reviewed: 10/13/25
Time Start: 1:50
Time End: 2:13

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber: No comments.
Garion – Fire: No comments.
Ryan – Water/Sewer: No comments.
James – Parks: No comments.
Gary S.– Building/Inspections: No comments
Shelbey– Public Works: No comments.
Gary E. – Engineering: No comments.
Luke – Traffic: No comments.
Kim – Planning:
1. Water dedication will be required as a condition prior to recording the zone change ordinance. The required dedication for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.

THIS ITEM WILL GO TO PLANNING COMMISSION ON NOVEMBER 13, 2025.

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.

October 14, 2025

Lehi City Planning & Zoning
C/O Mr. Jacob Curtis
153 North 100 East
Lehi, Utah 84043

RE: Request for Zoning Map Amendment for approximately 8.62 Acres Located at Approximately 1200 West 800 North (Utah County Parcel No. 40-498-0006)

Dear Mr. Curtis:

Please see the enclosed application to amend Lehi City's zoning map from TH-5 to R-1-22 for approximately 8.62 acres located at 1200 West 800 North, Lehi. The following information may also be helpful to the city in reviewing our application:

Reason and justification for the proposed amendment
The subject property is surrounded by R-1-22 zoning on all sides.

Consistency of the proposed amendment with the goals and policies of the General Plan
The proposed amendment is consistent with the General Plan which designates this area as "Very Low Density Residential Agriculture."

Compatibility of the proposed land use with the existing land uses of nearby and adjoining properties
The proposed amendment would change the zoning of the subject property from TH-5 to R-1-22 which is the same zoning classification as all adjacent properties.

The effect of the proposed amendment on the character of the surrounding area
The proposed amendment would allow for similar lot sizes and similar homes, and other characteristics as currently exist in adjacent neighborhoods.

The gain to the public health, safety, welfare, and overall community benefit
The proposed amendment would provide greater connectivity for Lehi City and provide more housing near existing desirable neighborhoods.

We appreciate your consideration of our application and look forward to continuing to work with you to create a beautiful community that Lehi City and its residents can be proud of for many generations to come. Feel free to reach out to me at (801) 691-4843 or rwilson@symphonydev.com with any questions or concerns.

Sincerely,

Russell Wilson

Russell Wilson
Vice President, Symphony Development

46:345:0500
40:498:0003
49:827:0001
49:827:0036
49:827:0002
49:827:0003
49:827:0035
49:827:0004
49:827:0040
40:498:0001
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66:565:0054
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66:565:0097
66:565:0056
66:565:0052
66:565:0040
66:565:0096
45:628:0019
45:628:0020
45:628:0018
45:628:0015
45:628:0016
45:628:0017

Legal Description

Lot 2, PLAT "B", GURNEY, a Residential Subdivision, according to the plat thereof as recorded in the Office of the Utah County Recorder.

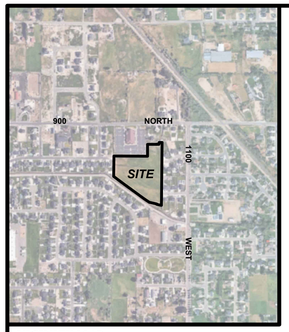
Less and excepting:

A parcel of land located in the Southeast Quarter of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Commencing at a Brass Cap monumenting the East Quarter corner of said Section 7, thence South 00°13'36" East a distance of 1160.71 feet along the Section line, thence West a distance of 95.77 feet to the real Point of Beginning; thence North 77°30'00" West a distance of 96.65 feet; thence North 52°35'00" West a distance of 491.59 feet; thence North 58°25'09" West a distance of 20.46 feet more or less to the Southeast corner of PELICAN POINTE PLAT "A" recorded as Entry No. 88531:2016 of official Utah County Records; thence North 00°48'24" East along said PELICAN POINTE PLAT "A" a distance of 33.29 feet; thence South 53°35'50" East a distance of 206.79 feet; thence South 53°50'09" East a distance of 314.65 feet; thence South 55°48'51" East a distance of 98.28 feet to the real Point of Beginning. Less and excepting therefrom that portion of land conveyed in that certain GURNEY ESTATES PLAT "A" recorded on December 21, 2021 as Entry No. 210750:2021 of Official Records, more particularly described as follows: Beginning at a point South 0°13'35" East along Section line 91.89 feet and East 80.81 feet from the East Quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°35'32" West 233.23 feet along the West line of LEFTWICH SUBDIVISION, PLAT "C"; thence South 89°42'30" West 42.51 feet; thence South 01°42'16" West 26.24 feet along an existing fence; thence West 158.39 feet; thence North 256.15 feet along the West line of Lot 2, GURNEY SUBDIVISION, PLAT "B"; thence North 89°01'01" East a distance of 204.12 feet along the South line of 900 North to the Point of Beginning.

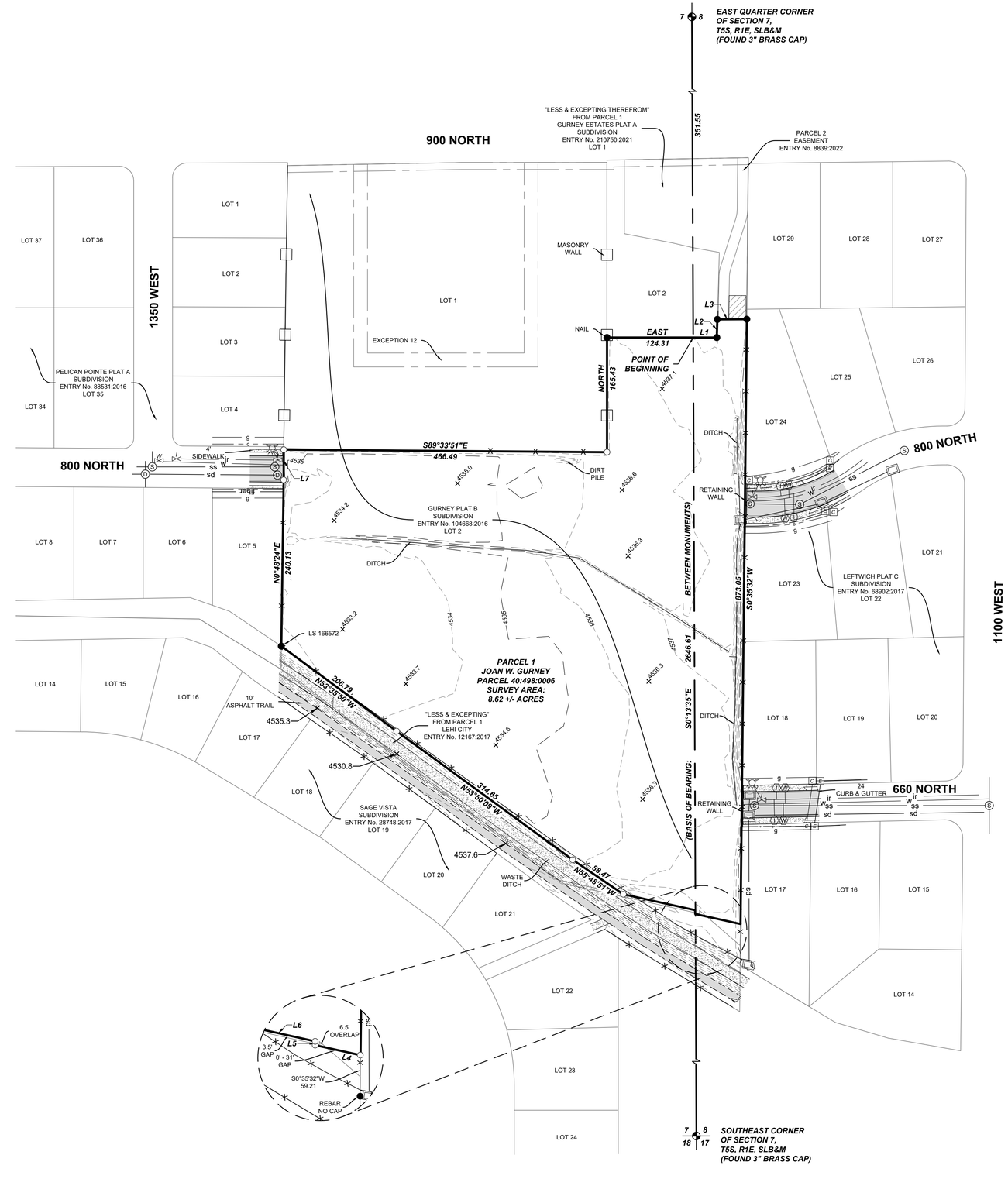
Contains 8.62 acres more or less

Utah County Parcel No. 40:498:0006

ALTA/NSPS LAND TITLE SURVEY



VICINITY MAP
NTS

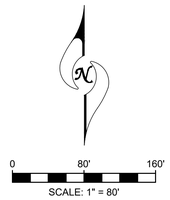


LEGEND

	ASPHALT
	CONCRETE
	BUILDING
x x	FENCE
	MASONRY WALL
e	UNDERGROUND POWER LINE
fiber	FIBER LINE
c	COMMUNICATION LINE
g	GAS LINE
ss S ss	SEWER MANHOLE/LINE
sd D sd	STORM DRAIN MANHOLE/LINE
w	WATER LINE
ir	IRRIGATION LINE
4500	CONTOUR LINE
+4500	SPOT ELEVATION
	STORM DRAIN BOX
	IRRIGATION VALVE
I	IRRIGATION METER
	WATER VALVE
W	WATER METER
	HYDRANT
E	ELECTRIC BOX
C	COMMUNICATION BOX
	FOUND PETERSON REBAR & CAP (UNLESS NOTED OTHERWISE)
	SET REBAR & CAP (CSG ENG & SURVEY)

LINE TABLE

LINE #	BEARING	DISTANCE
L1	*EAST*	*34.08*
L2	*N1°42'16"E*	*26.24*
L3	*N89°42'30"E*	*42.51*
L4	*N77°30'00"W*	*67.05*
L5	*N0°13'36"W*	*5.45*
L6	*N77°30'00"W*	*106.05*
L7	*N0°11'45"E*	*43.55*



NOTES

1. **SURVEY NARRATIVE:** The purpose of this survey is to provide an ALTA/NSPS Land Title Survey and Certification for the property shown and described hereon. The surveyed boundary is a portion of Lot 2, Gurney Plat "B" Subdivision (Entry No. 104668:2016). A part of the northeasterly corner of said Lot 2 is now Gurney Estates Plat "A" Subdivision and is therefore excluded from this survey. This is also the "Less & excepting therefrom" portion of Parcel 1 from Title Report referenced in Note #2. Additionally, a waste ditch located along the south side of the property has been dedicated to Lehi City as described in Deed Entry No. 12167:2017, and this dedicated area is also excluded from Lot 2. This portion corresponds with the "Less & excepting" portion of Parcel 1 from said Title Report. Field evidence, including found property monuments and existing fence lines, match well with the boundary as determined. It was also observed that Sage Vista Subdivision does not match well with Gurney Plat "B" Subdivision, therefore, there are gaps and overlaps on the southeast portion of the determined boundary. The property owner is advised to review this survey with their title company to address and resolve these noted boundary discrepancies.
2. A Title Commitment prepared by First American Title Insurance Company, Salt Lake City, Utah, Office File No. 331-6371490, Commitment Date: September 9, 2025, was utilized in the preparation of this Survey. Civil Solutions Group, Inc. is entitled to rely on the accuracy of this document, and is not liable for errors and omissions based on the reliance of said Title Report. Unless noted otherwise, any record parcels or title exceptions\easements noted on this Survey are referenced from this document.
3. The Basis of Bearing for this Survey is S00°13'35"E between the East Quarter Corner of Section 7, T5S, R1E, SLB&M and the Southeast Corner of Section 7, T5S, R1E, SLB&M. All deeds and plats of record have been rotated to match the aforementioned basis of bearing or to other Section\monument lines relative to said basis of bearing per measured or calculated lines shown hereon.
4. Vertical data (contour lines and\or spot elevations, etc.) as shown hereon is based on the elevation of 4540.28 as published on the Utah County Surveyor's Section Ties (Tie No. 38-15) Reference Sheet for the East Quarter Corner of Section 7, T5S, R1E, SLB&M
5. The locations shown for utilities are for reference only and are shown based off of field evidence and utility maps provided by Lehi City and other utility providers. Elevations and invert sizes for sewer & storm drain, water, gas, or any other utility are not shown. For information regarding these utilities or facilities, contact the appropriate agency.
6. This drawing, its design, and invention thereof, is the property of Civil Solutions Group, Inc., and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or copies of the original certified Survey obtained from the office of the County Surveyor may be used as the official work of this Surveyor.
7. Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to: power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and Blue Stakes should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
8. Survey responses to Table "A" (Optional Survey Responsibilities and Specifications):
   a. Item 1: Rebar & Cap (CSG Survey) to be set on property corners as shown hereon.
   b. Item 2: The address for the property was not referenced in the received title report. The calculated address based off of surrounding plats is 800 North 1300 West Lehi, Utah.
   c. Item 3: The property shown hereon lies within Zone X according to FEMA (Federal Emergency Management Agency) F.I.R.M. (Flood Insurance Rate Map) #49049C0163F, Map Effective Date: June 19, 2020.
   d. Item 4: The gross land area is 8.62 Acres (375,660 sf).
   e. Item 5: Vertical data is shown hereon. Refer to Note #4 for benchmark and datum information.
   f. Item 11 (a): Utility plans or reports were not provided by the client.
   g. Item 11 (b): Utilities shown hereon are based on observed evidence, utility maps provided by Lehi City, & other utility providers. Engineers and contractors should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
   h. Item 13: Names of adjoining owners are shown hereon.
   i. Item 16: There was no evidence of recent earth moving work, building construction, or building additions while conducting field work.
   j. Item 17: There was no evidence of recent street or sidewalk construction or repairs while conducting field work.
   k. Item 18: All plottable easements that affect the Subject Property and are disclosed in the Title Report are referenced hereon.

SURVEYOR'S CERTIFICATE

To: Symphony Development and its successors and/or assigns; First American Title Insurance Company; Joan W. Gurney as Trustee, or their successors in Trust, of the G&J Gurney Family trust dated October 11, 1995.

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, and includes items 1-5, 11(a), 11(b), 13,16-18 of Table A thereof.

Date of Plat or Map: November 5, 2025

Curtis Bown — Date
Professional Land Surveyor
Certificate No. 12606452-2201

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY

LOCATION: SE 1/4 SECTION 7 & SW 1/4 SECTION 8, T5S, R1E, SLB&M
LEHI, UTAH

PROPERTY OF: JOAN W. GURNEY

PREPARED FOR: SYMPHONY DEVELOPMENT

REVISION BLOCK		
NO.	DATE:	DESCRIPTION:

SCALE: 1" = 80'	DRAWN BY: C.YOUNG
DATE: 11-5-2025	PROJECT #: 25-335

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTIONS

(FROM TITLE REPORT REFERENCED IN NOTE #2)

The Land referred to herein below is situated in the County of Utah, State of Utah, and is described as follows:

Parcel 1:
Lot 2, PLAT "B", GURNEY, a Residential Subdivision, according to the plat thereof as recorded in the Office of the Utah County Recorder.

Less and excepting:

A parcel of land located in the Southeast Quarter of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at a Brass Cap monumenting the East Quarter corner of said Section 7, thence South 00°13'36" East a distance of 1160.71 feet along the Section line, thence West a distance of 95.77 feet to the real Point of Beginning; thence North 77°30'00" West a distance of 96.65 feet; thence North 52°35'00" West a distance of 491.59 feet; thence North 58°25'09" West a distance of 20.46 feet more or less to the Southeast corner of PELICAN POINTE PLAT "A" recorded as Entry No. 88531:2016 of official Utah County Records; thence North 00°48'24" East along said PELICAN POINTE PLAT "A" a distance of 33.29 feet; thence South 53°35'50" East a distance of 206.79 feet; thence South 53°50'09" East a distance of 314.65 feet; thence South 55°48'51" East a distance of 98.28 feet to the real Point of Beginning.

Less and excepting therefrom that portion of land conveyed in that certain GURNEY ESTATES PLAT "A" recorded on December 21, 2021 as Entry No. 210750:2021 of Official Records, more particularly described as follows:

Beginning at a point South 0°13'35" East along Section line 91.89 feet and East 80.81 feet from the East Quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°35'32" West 233.23 feet along the West line of LEFTWICH SUBDIVISION, PLAT "C"; thence South 89°42'30" West 42.51 feet; thence South 01°42'16" West 26.24 feet along an existing fence; thence West 158.39 feet; thence North 256.15 feet along the West line of Lot 2, GURNEY SUBDIVISION, PLAT "B"; thence North 89°01'01" East a distance of 204.12 feet along the South line of 900 North to the Point of Beginning.

Parcel 2:
A perpetual non-exclusive right-of-way easement for pedestrian and vehicular access, ingress and egress as disclosed by that certain Grant of Easement recorded January 20, 2022 as Entry No. 8839:2022 of Official Records

COMPOSITE SURVEY DESCRIPTION

A portion of the SE 1/4 of Section 7 and the SW 1/4 of Section 8, Township 5 South, Range 1 East Salt Lake Base & Meridian more particularly described as follows:

Beginning at a point on the south line of the Gurney Estates Plat A Subdivision according to the official plat thereof on file in the office of the Utah County Recorder, located S0°13'35"E along the Section line 351.55 feet from the East Quarter Corner of Section 7, T5S, R1E, SLB&M; thence along said plat the following 3 (three) bearings and distances: (1) East 34.08 feet; (2) thence N1°42'16"E 26.24 feet; (3) thence N89°42'30"E 42.51 feet to a point on the west line of the Leftwich Plat C Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence S0°35'32"W along said plat 873.05 feet to the southeast corner of the Gurney Plat B Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence along said plat and extension thereof the following 3 (three) bearings and distances: (1) N77°30'00"W 67.05 feet; (2) thence N0°13'36"W 5.45 feet; (3) N77°30'00"W 106.05 feet to the northeast corner of that real property described in Entry No. 12167:2017 according to the Official Records of Utah County; thence along said property the following 3 (three) bearings and distances: (1) N55°48'51"W 88.47 feet; (2) thence N53°50'09"W 314.65 feet; (3) thence N53°35'50"W 206.79 feet to the east line of Pelican Pointe Plat A Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence along said plat the following 2 (two) bearings and distances: (1) N0°48'24E 240.13 feet; (2) thence N0°11'45"E 43.55 feet to the southwest corner of Lot 1 Gurney Plat B Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence along said lot the following 2 (two) bearings and distances: (1) S89°33'51"E 466.49 feet; (2) thence North 165.43 feet to the southwest corner of the Gurney Estates Plat A Subdivision according to the official plat thereof on file in the office of the Utah County Recorder; thence East along said plat 124.31 feet to the point of beginning.

Contains: 8.62+/- acres

SCHEDULE B-PART II EXCEPTIONS

(FROM TITLE REPORT REFERENCED IN NOTE #2)

Exceptions #1-9
Contain no plottable descriptions.

Exception #10
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 April 19, 2022 as Entry No. 48720:2022 of Official Records.
The exception document references the 1969 farmland assessment act. Limits of Exception are shown hereon.

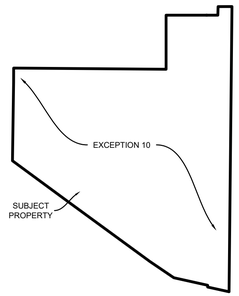
Exception #11
Resolution No. 2014-113 of the Board of County Commissioners of Utah County, Utah, approving the withdrawal of the real property contained within the corporate limits of Alpine City, Eagle Mountain City, the Town of Cedar Fort, and the Town of Fairfield from the North Pointe Solid Waste Special Service District Boundaries; and related matters recorded November 24, 2014 as EntryNo. 84542:2014 of Official Records.
The exception document references the North Pointe Solid Waste Special Service District Boundaries. The subject property lies within this boundary.

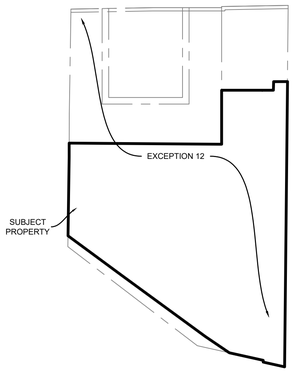
Exception #12
Easements, notes and restrictions as shown on Plat "B" Gurney, a Residential subdivision plat recorded October 19, 2016 as Entry No. 104668:2016 in Book 40 of Plats at Page 498.
The exception document references the Easements, Notes and Restrictions for the Gurney Plat B Subdivision. Limits of Exception are shown hereon.

Exception #13
A Certificate of Creation of the Lake Mountain, Central and Timpanogos School Districts and the terms, conditions and limitations contained therein recorded April 24, 2025 as Entry No. 29610:2025 of Official Records.
The exception document references the creation Lake Mountain, Central and Timpanogos School Districts. The subject property lies within these boundaries.

Exceptions #14-18
Contain no plottable descriptions.

SCHEDULE B-PART II EXCEPTIONS DETAILS





civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

ALTA/NSPS LAND TITLE SURVEY
LOCATION: SE 1/4 SECTION 7 & SW 1/4 SECTION 8, T5S, R1E, SLB&M
LEHI, UTAH
PROPERTY OF: JOAN W. GURNEY
PREPARED FOR: SYMPHONY DEVELOPMENT

REVISION BLOCK		
NO.	DATE:	DESCRIPTION:

SCALE: NTS	DRAWN BY: C.YOUNG
DATE: 11-5-2025	PROJECT #: 25-335

46:345:0500
40:498:0003
49:827:0001
49:827:0036
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66:565:0096
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45:628:0018
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45:628:0017

Gurney Zone Change

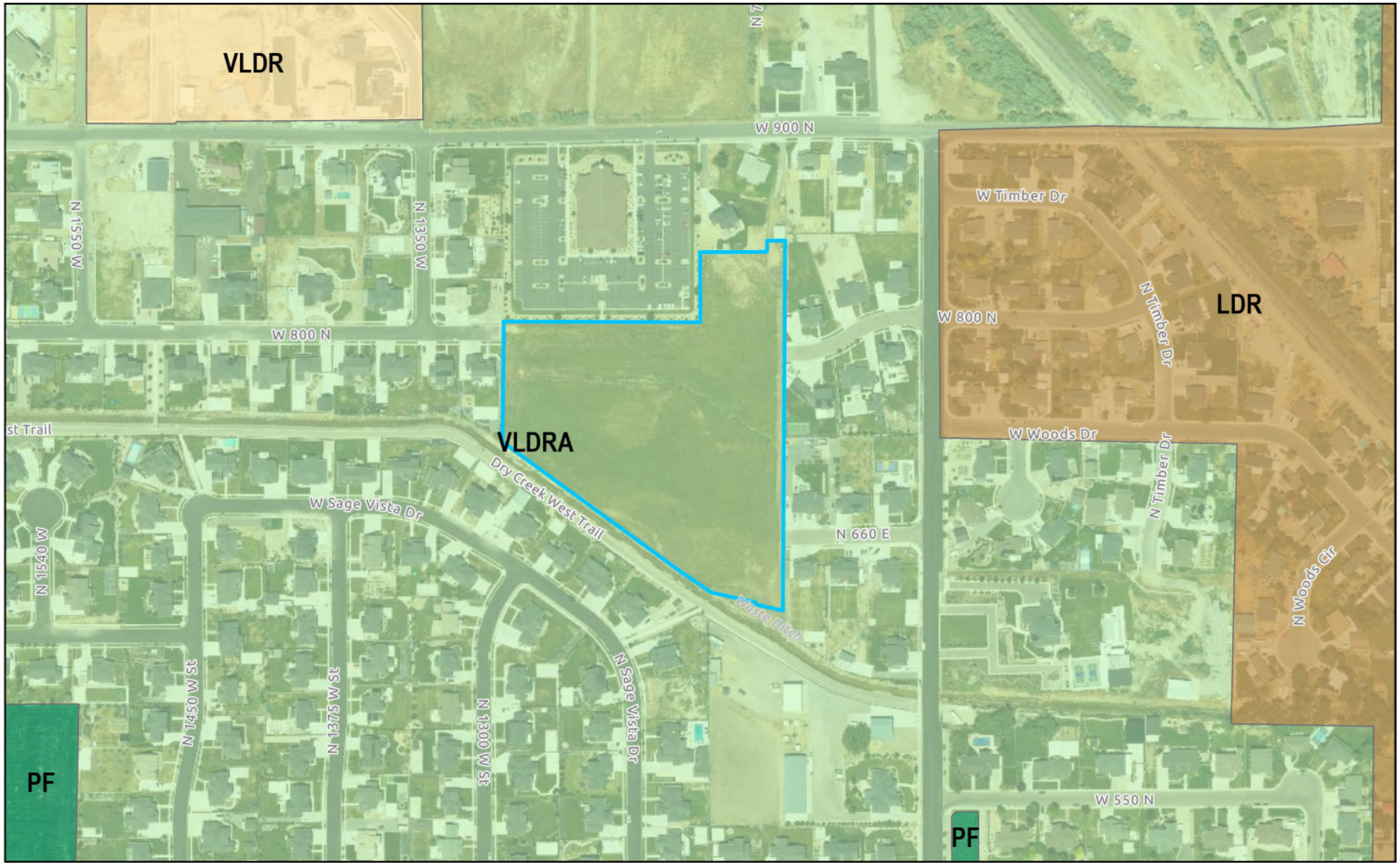
Aerial

0 420 840 1,680 Feet

LEHI CITY

Gurney Zone Change

General Plan

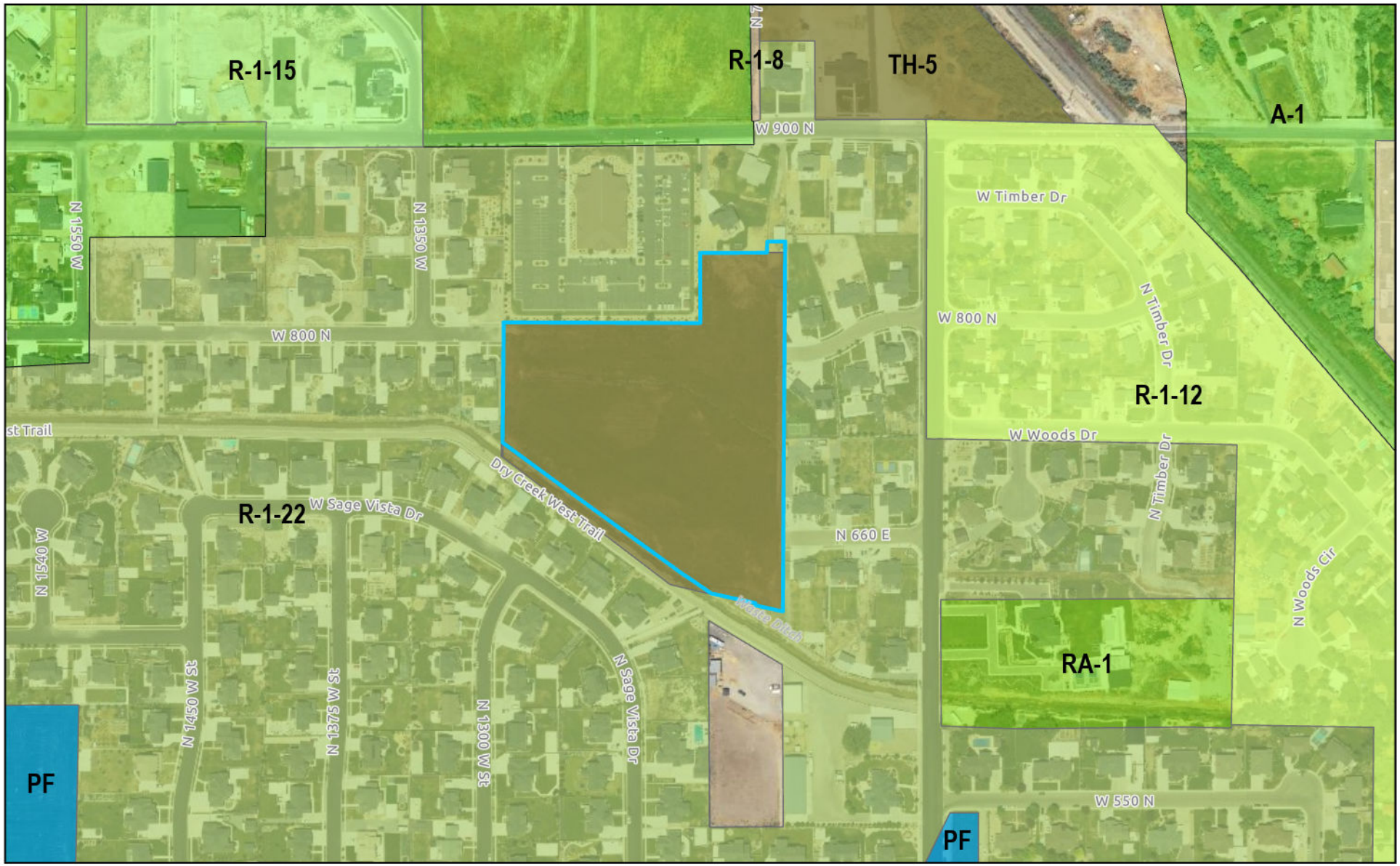


0 420 840 1,680 Feet

LEHI CITY

Gurney Zone Change

Zoning



0 420 840 1,680 Feet

LEHI CITY

ORDINANCE NO: 68-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 1200 WEST 800 NORTH

WHEREAS, Russell Wilson, applicant for property located at approximately 1200 West 800 North 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-1-22; and

WHEREAS, following a public hearing on November 13, 2025, 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 December 16, 2025, the Lehi 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 November 13, 2025; 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 property described on Exhibit "A" are hereby amended to R-1-22.

PART II:

A. If a provision of this Ordinance 68-2025 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 16th day of December 2025.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Gurney ZONE CHANGE

PART LOT 2, PLAT B, GURNEY SUB DESCRIBED AS FOLLOWS:; COM S 513.45 FT & W 589.4 FT FR E 1/4 COR. SEC. 7, T5S, R1E, SLB&M.; S 89 DEG 33' 51" E 466.36 FT; N 165.38 FT; E 158.34 FT; N 1 DEG 42' 16" E 26.23 FT; N 89 DEG 42' 29" E 42.5 FT; S 0 DEG 35' 32" W 872.72 FT; N 77 DEG 29' 59" W 66.63 FT; N 0 DEG 13' 38" W 5.45 FT; N 77 DEG 30' 0" W 105.98 FT; N 55 DEG 48' 50" W 88.49 FT; N 53 DEG 50' 9" W 314.56 FT; N 53 DEG 35' 50" W 206.71 FT; N 0 DEG 48' 24" E 240.05 FT; N 0 DEG 11' 44" E 43.54 FT TO BEG. AREA 8.619 AC.

Agenda Item No: 5.7

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #69-2025, approving the Lee Zone Change on .50-acres located at 1035 West Main Street, changing the zoning from RA-1 (residential/agriculture) to Commercial.

Suggested Action:

Attachments:

CC Staff Report Lee Zone Change 12.16.25.docx

Lee Zone Change DRC 10.29.25.docx

Lee Zone Change DRC 10.29.25.pdf

Lee Aerial.pdf

Lee General Plan.pdf

Lee Zoning.pdf

Ord 69-2025.docx

LEE ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Jordan Lee		
Meeting Date	December 16, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	1035 West Main Street		
Project Area	0.50 acres		
Existing Zoning	RA-1		
Proposed Zoning	Commercial		
Existing General Plan Land Use Designation	C (Commercial)		
Adjacent Zoning and Land Use	*North*	C	Undeveloped/Temporary Farmer's Market
	South	RA-1	Single family residential
	East	A-1	Single family residential
	West	RA-1	Single family residential
Date of DRC Review	October 29, 2025		
Date of Planning Commission Review	November 13, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

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

June 18, 1980 Property came into the City as part of the Warburton Annexation.

October 14, 2025 The City Council approved the Lee General Plan amendment to designate this as Commercial.

REPORT ANALYSIS

The applicant requests approval for a zone change from RA-1 to Commercial for a property located at 1035 W Main Street. This zone change of 0.50 acres of property will allow for future commercial development.

The proposed zone change aligns with the recently updated designation in the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and made the following comment:

1. Zone change will make all landscape standards pertaining to Commercial zoning and developments, and adjacent properties apply at time of site plan.

Please consider the DRC comment in the motion.

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 November 13, 2025. The minutes and motion from this meeting are as follows:

3.2) Public hearing and recommendation of Jordan Lee's request for review of the Lee Zone Change on 0.50 acres located at 1035 West Main Street, changing the zoning from RA-1 (residential/agriculture) to Commercial.

Commissioner Lockhart rejoined the quorum, replacing Commissioner Jones. She explained that as she had talked to the public about the Downtown Revitalization Plan, she was unable to participate in that item's discussion or motion.

Caden Petersen presented the item. The zone change matches the General Plan's zone designation. The goal is to encourage commercial development in the area.

Commissioner Everett asked for the zoning of the lot across the street. It is designated neighborhood commercial, and there is another neighborhood commercial zoned lot adjacent to the property.

The applicant, Robert Lee, was present. He said that he was mistaken about the surrounding zoning, as he thought it was all commercial. He also explained that the main purpose behind the rezoning is so that he can run his business. Kim Struthers explained that he was not mistaken, as the General Plan does list the area as neighborhood commercial, but the current zoning is commercial. There are discrepancies between the current zoning and what is listed on the General Plan. The Commission discussed the specifics of the zoning of the surrounding area.

Commissioner Jackson opened and closed public comment.

Motion: Commissioner Eyre moved to give a positive recommendation to the City Council with the findings that the change will bring consistency with the General Plan, and that the consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties will be brought into conformance with the general

plan. He included all DRC comments.

Commissioner Kunze seconded.

Vote: Commissioner Everett, yes. Commissioner Lockhart, yes. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed unanimously.

Lee Commercial Zone Change
DRC Redline Comments

Jordan Lee – requests review of the Jordan Lee Zone Change on .50-acres located at 1035 West Main Street, changing the zoning from RA-1 to Commercial.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 10/15/25
Time Start: 2;56 pm
Time End: 2:57 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
1. Zone change will make all landscape standards pertaining to Commercial zoning and developments, and adjacent properties apply at time of site plan.

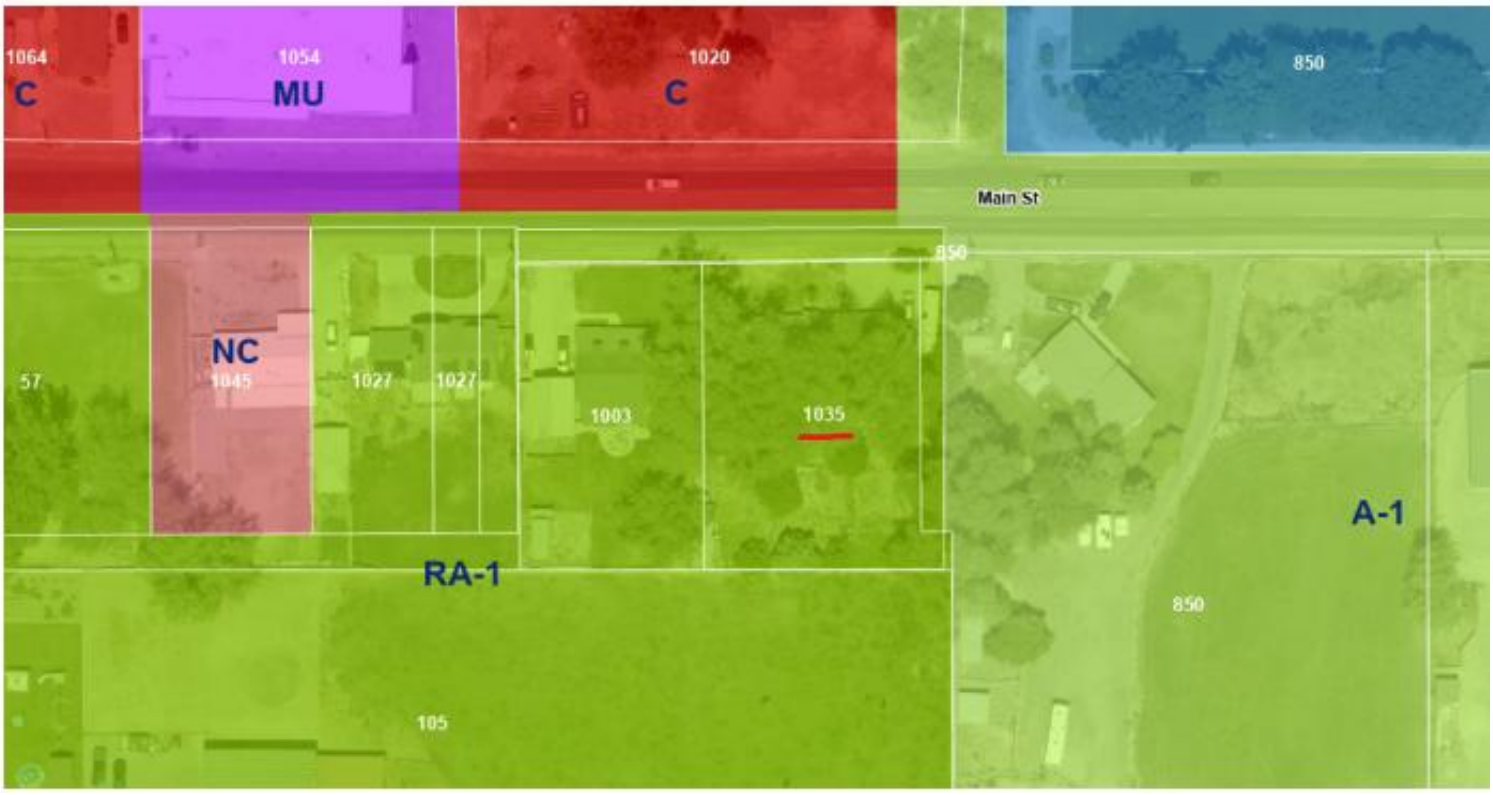
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 13, 2025.
(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.

Beast Real Estate LLC is hereby requesting a zoning map amendment regarding the property located at 1035 W Main St, Lehi, Ut 84043 legal description LOT 2, PLAT A, DENSMORE SUBDV. AREA 0.500 AC. Parcel ID37:071:0002.

We formally request a change in zoning from residential to commercial. The proposed change is consistent with the recently approved General Plan amendment to Commercial. This application is intended to complete the zoning process for the property listed above to be changed from from R A-1 (residential) to C (Commercial). The reason for the request is as follows: the location exists among a highly commercially developed area and the best use for the property would be to re-zone to commercial. The change in zoning designation would positively impact the property and would potentially improve revenue for the city and provide more jobs and prosperity to the area. The majority of Main St. currently consists of commercial buildings. Changing the zoning from residential to commercial as requested, assists in the conforming use of the buildings in the area.



Lee Zone Change

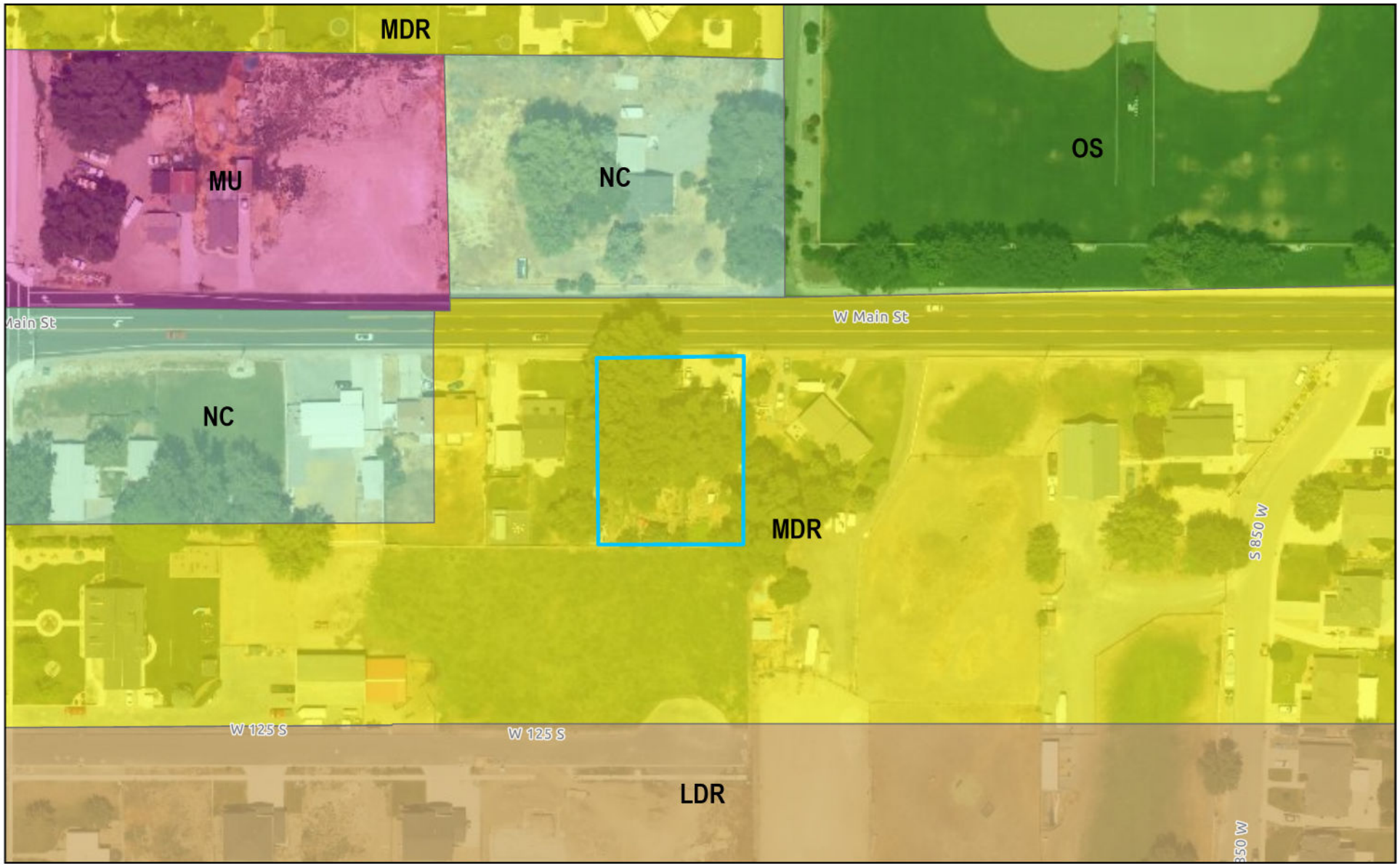
Aerial

0 155 310 620 Feet

LEHI CITY

Lee Zone Change

General Plan



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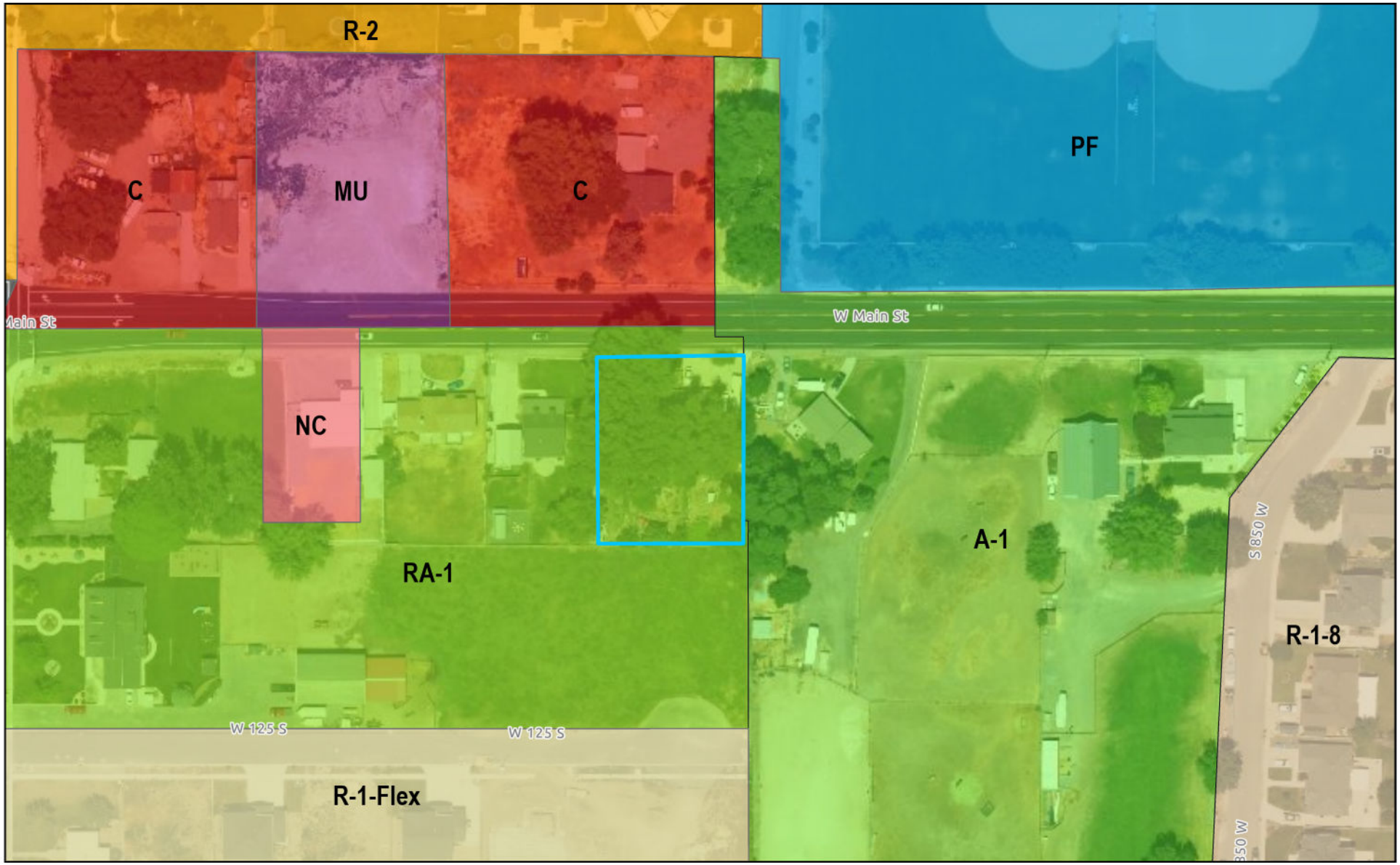
LEHI CITY

Lee Zone Change

Zoning



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LEHI CITY

LEHI CITY

ORDINANCE NO: 69-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 1035 WEST MAIN STREET

WHEREAS, Jordan Lee, applicant for property located at approximately 1035 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 Commercial; and

WHEREAS, following a public hearing on November 13, 2025, 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 December 16, 2025, the Lehi 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 November 13, 2025; 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 property described on Exhibit "A" are hereby amended to Commercial.

PART II:

A. If a provision of this Ordinance 69-2025 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 16th day of December 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

Lee ZONE CHANGE

LOT 2, PLAT A, DENSMORE SUBDV. AREA 0.500 AC.

Agenda Item No: 5.8

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-91, approving the Hammond Development Agreement on a light office warehouse project located at approximately 600 West State Street.

Suggested Action:

Attachments:

CC Staff Report Hammond Development Agreement 12.16.25.docx

Hammond Development Agreement DRC 10.15.25.docx

Hammond Development Agreement DRC 10.15.25.pdf

Hammond DA Aerial.pdf

Hammond DA GP.pdf

Hammond DA Zoning.pdf

Res 2025-91.docx

HAMMOND DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Justin Hammond
Meeting Date	December 16, 2025
Requested Action/Purpose	Approval of a proposed Development Agreement
Decision Type	Legislative
Location	Approximately 600 West State Street
Acreage	0.83 acres
Existing Zoning	MU
Existing General Plan Land Use Designation	C-H (Heavy Commercial)
Existing Land Use	Undeveloped property

REQUIRED ACTION

Planning Commission	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 STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:

(i) limit a municipality's authority in the future to:

(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

PROPERTY HISTORY

June 15, 1872 This property is part of the original incorporated boundaries of Lehi City.

August 26, 2025 The City Council tabled the Hammond Zone Change and directed the applicant to work on a Development Agreement.

REPORT ANALYSIS

The applicant requests approval of the Hammond Development Agreement. The applicant previously requested to do a zoning map amendment to their property to bring it into conformance with the Heavy Commercial designation on the General Plan. However, the City Council directed staff to draft a Development Agreement to allow the zone to stay as Mixed Use and put some guidelines into effect to help with the buffering of the development from nearby residential.

A Development Agreement allows for uses other than those normally allowed in the zone. This is a legislative item, initiated by the City Council. Recent State Legislation requires that these agreements have a public hearing with the Planning Commission prior to their approval by the City Council.

The DRC reviewed the proposed Development Agreement and had three comments, including the following:

1. Building placement encroaches the required PUE space, no permanent structures in PUE. (Need to update with the site plan submittal)
2. Do things like noise, hours or operation, odors, lighting, building height, etc... need to also be included and be more restrictive than the current code?
3. The agreement as originally drafted by staff required some landscaping adjacent to the residential to the north. However, this was removed at the request of Mr. Hammond because the layout of the property did not allow space. The applicant is attempting to preserve the existing trees with this agreement, which would provide some landscape buffer.

Please consider all DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the amendment to the Grant's Corner Development Agreement. Any motion should include findings. Possible findings include:

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on November 13, 2025. The minutes and motion from this meeting are as follows:

3.8) Public hearing and recommendation of Justin Hammond's request for review of the Hammond Development

Agreement on a light office warehouse project located at approximately 600 West State Street.

Caden Petersen presented the item. A zone change was previously requested, and the City Council moved for a development agreement to be made instead. He shared the specifics of the agreement.

Commissioner Kunze asked staff if the only ingress/egress was on State Street. The only access is on 600 W. She worries about the narrowness of the road and potential issues with large trucks coming in and out.

The applicant, Justin Hammond, was present. He wants to build something that fits in with other buildings in the area. He mentioned that 600 W has been recently widened by the city.

Commissioner Everett asked about the use of the land. The current plan is to build an office warehouse.

Commissioner Lockhart asked why the initial request had been for a Heavy Commercial zone change. Hammond explained that the development agreement was a mutual decision between himself and the city. He would prefer the property to not be zoned for Heavy Commercial development if he is unable to build the office warehouse.

Commissioner Kunze asked about potential deliveries and traffic. The applicant isn't sure how much there will be yet. He will be one of the tenants, but there will be three others that have not been decided.

Commissioner Eyre mentioned a residential home to the southeast that will be receiving a lot of light from the ingress/egress. He asked if there were any plans to deal with that. Hammond provided an example of what the entrance would look like (Appendix C).

Commissioner Jackson mentioned that the hours of usage for the driveway likely wouldn't be too disruptive to the home, as they would be normal business hours.

Commissioner Kunze asked about the turnaround at the entrance, and if that was taken into consideration with the size of vehicles coming in and out. Commissioner Eyre asked about the existing trees on the property line. The plan is to maintain the trees if possible, as Hammond likes the landscaping and the separation they provide.

Commissioner Jackson opened public comment.

Dennis Spoonover owns the property, as well as the adjacent lots. He explained that many of the worries from the Commission have already been discussed and addressed. A Rhinorock wall will be installed to cut down on light spillage, and it will be installed two feet behind the property line to avoid destroying the trees. Additionally, he's talked to the tenants of one of his lots who use it as a church, and they would appreciate the extra parking the development would provide on Sunday. He emphasized that 600 W would be the only place where ingress/egress occurred.

Commissioner Jackson closed public comment.

Commissioner Everett asked if additional landscaping would be put in if the trees had to be removed. Hammond explained that there wasn't a lot of space for landscaping, and if it was a requirement, he would revert back to plan he had for the mixed-use lot.

Commissioner Jackson shared that he thinks this is the best option for development on the property, and that it is very well thought through.

Commissioner Eyre shared concerns over garbage trucks and asked for clarification on the path they would have to take. Hammond explained that finer details would be worked out at a later date. Commissioners Jackson and Eyre both recommended it be taken into consideration.

Motion: Commissioner Eyre moved to give a positive recommendation to the Lehi City Council with the findings that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. He included all DRC comments.

Commissioner Everett asked that a finding be included that this use would be consistent with surrounding zoning.

Amended Motion: Commissioner Eyre moved to give a positive recommendation to the Lehi City Council with the findings that the proposed development code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements, and that this use under this development agreement would be consistent with the neighboring use of mixed-use. He included all DRC comments.

Commissioner Everett seconded.

Vote: Commissioner Everett, yes. Commissioner Lockhart, no. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed four to one with Commissioner Lockhart against.

Hammond Development Agreement
DRC Redline Comments

Justin Hammond- requests review of the Hammond Development Agreement for a light office warehouse project located at approximately 600 West State Street.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Justin Hammond
Date of Plans Reviewed: 10/07/25
Time Start: 2:14 pm
Time End: 2:20 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Building placement encroaches the required PUE space, no permanent structures in PUE. (Need to update with the site plan submittal)

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering:
2. Do things like noise, hours or operation, odors, lighting, building height, etc... need to also be included and be more restrictive than the current code?

Luke – Traffic: No comments
Kim – Planning:
3. The agreement as originally drafted by staff required some landscaping adjacent to the residential to the north. However, this was removed at the request of Mr. Hammond because the layout of the property did not allow space. The applicant is attempting to preserve the existing trees with this agreement, which would provide some landscape buffer.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 13, 2025.

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.

JUSTIN HAMMOND
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 _____(Justin Hammond? Or Boardwalk, LLC?), whose principal place of business is located at _____("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 August 26, 2025 the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow uses other than those currently allowed in the Mixed-Use Zoning of the property.

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 The City agrees, and this Agreement confirms, that Light Office/Warehouse uses pursuant to the Lehi City Development Code Table of Uses 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. Under this Agreement the Approved Uses do not include any outside storage of materials or goods.

1.2 Developer agrees to install a 6 foot Rhino Rock wall where the Property is adjacent to a residential use. The fence will be installed off of the property line (on the Property side) in order to help preserve the majority of the existing trees on the adjacent residential use.

1.3 Developer agrees to construct the building on the western portion of the Property (State Street side), with the parking area adjacent to the residential use, to minimize impacts of the building (see exhibit B).

1.4 Developer shall obtain site plan approval through the City's development process for the Approved Use and meet all other applicable requirements of the Development Code and Design Standards and Public Improvements Specifications Manual.

1.5 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.

1.6 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").

1.7 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 designated Zone at the time will be allowed.

ARTICLE 2

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 3

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:
Teisha Wilson
Lehi City Recorder
153 North 100 East
Lehi, UT 84043

If to Developer:
????

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

??? 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 ??? 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)

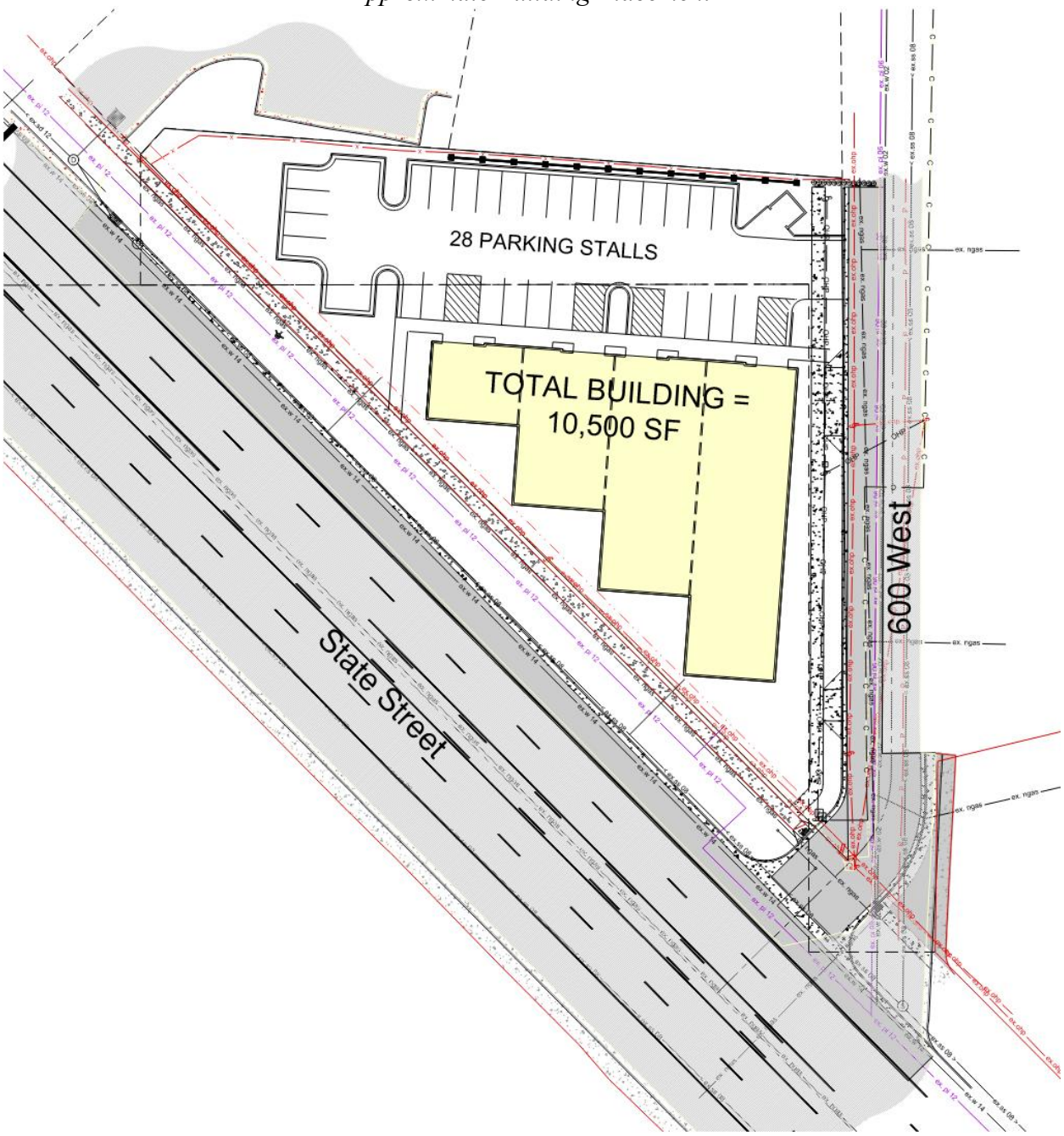
Exhibit "A"

Property Legal Description

COM S 89 DEG 55' 44" W 254.66 FT & N 49.82 FT FR N 1/4 COR. SEC. 8, T5S, R1E, SLB&M.; N 42 DEG 10' 51" E 13.31 FT; S 85 DEG 48' 9" E 258.83 FT; S 0 DEG 34' 9" E 259.87 FT; N 45 DEG 4' 35" W 380.84 FT TO BEG. AREA 0.827 AC.

Exhibit "B"

Approximate Building Placement



Hammond Development Agreement

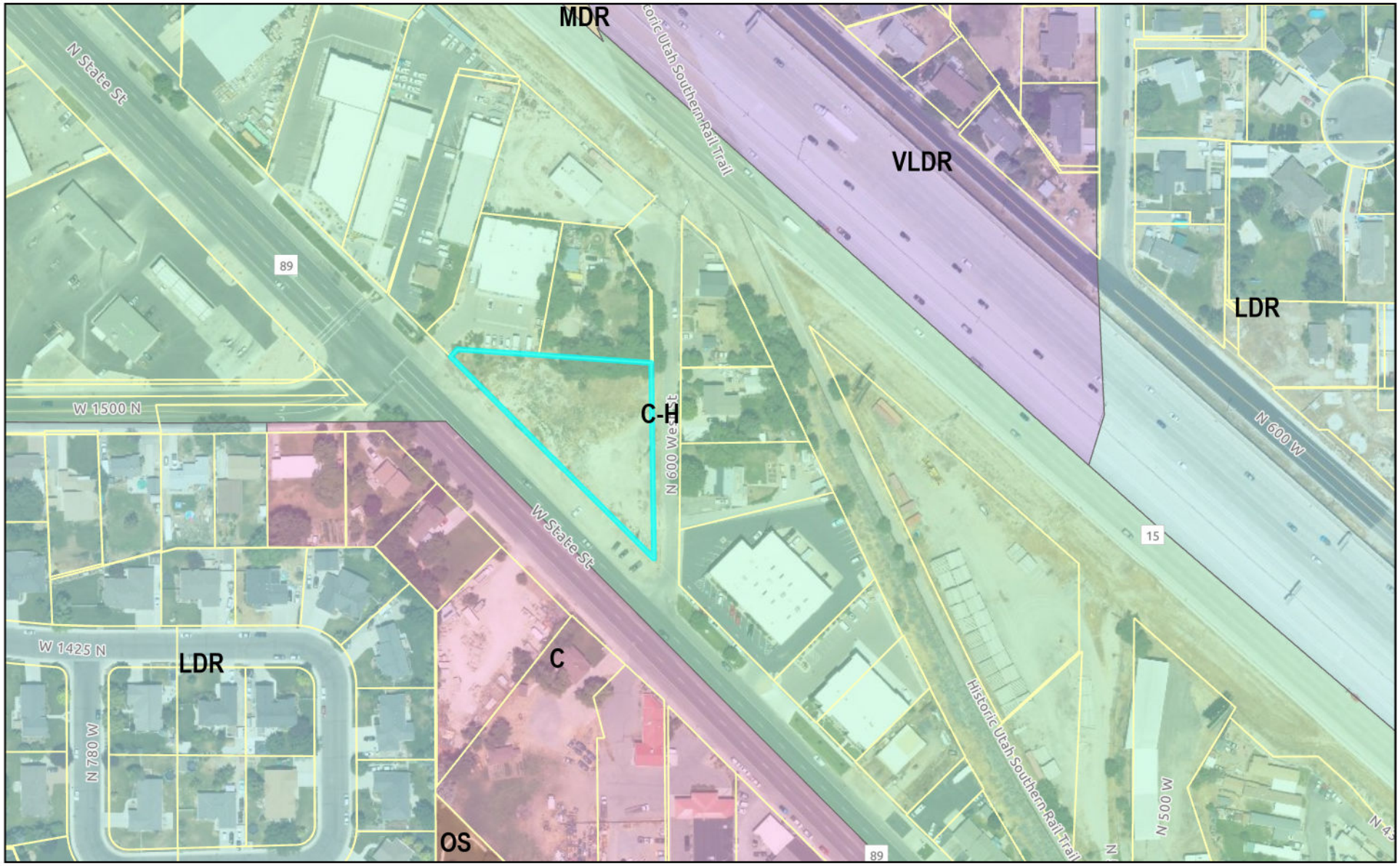
Aerial

0 235 470 940 Feet

LEHI CITY

Hammond Development Agreement

General Plan



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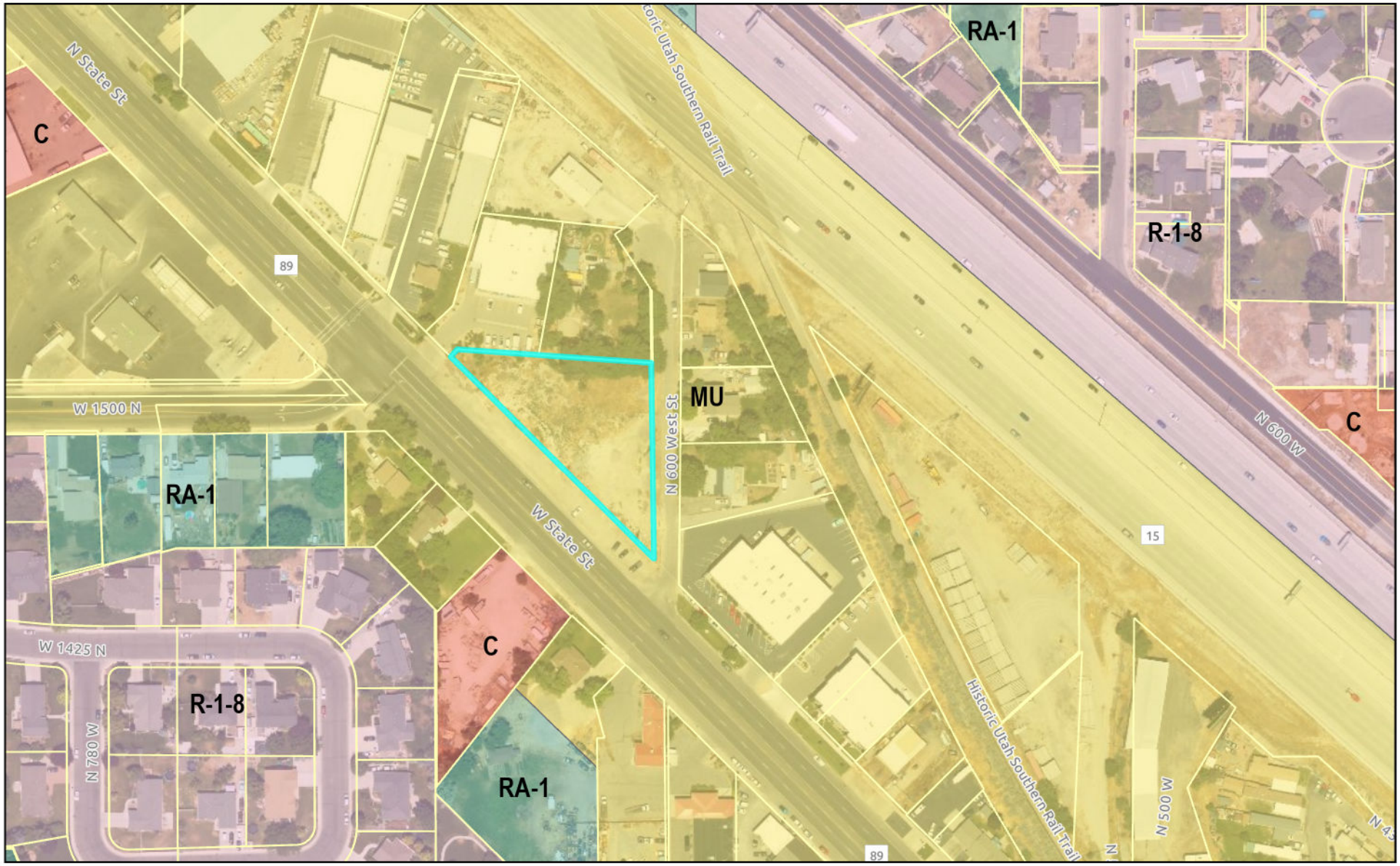
LEHI CITY

Hammond Development Agreement

Zoning



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LEHI CITY

LEHI CITY

RESOLUTION NO. 2025-91

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN JUSTIN HAMMOND AND LEHI CITY

WHEREAS, Justin Hammond ("Developer") has a legal interest in certain real property and desires to use the property for a heavy commercial use;

WHEREAS, On August 26, 2025, the City Council discussed the Developer's proposal to amend the zoning to be heavy commercial and tabled the item and directed City staff to prepare a development agreement that would allow for a heavy commercial use with appropriate buffering on the mixed-use zoned property located at approximately 600 West State Street;

WHEREAS, on November 13, 2025, the Planning Commission 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, on December 16, 2025 after considering the facts and comments presented to the Planning Commission, the Council finds: (i) that it should approve the Development Agreement with Justin Hammond; 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 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

HAMMOND DEVELOPMENT AGREEMENT (SEE ATTACHMENT)

EXHIBIT B

Serial Number: 12:036:0163

Taxing Description: COM S 89 DEG 55' 44" W 254.66 FT & N 49.82 FT FR N 1/4 COR. SEC. 8, T5S, R1E, SLB&M.; N 42 DEG 10' 51" E 13.31 FT; S 85 DEG 48' 9" E 258.83 FT; S 0 DEG 34' 9" E 259.87 FT; N 45 DEG 4' 35" W 380.84 FT TO BEG. AREA 0.827 AC.

Agenda Item No: 5.9

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #70-2025, approving the Hammond Zone Change on 0.83 acres, located at approximately 600 West State Street, changing the zoning from Mixed Use to Heavy Commercial (tabled from the 8/26/25 City Council meeting).

Suggested Action:

Attachments:

CC Staff Report Hammond Zone Change 08.26.25.docx

Hammond Zone Change DRC 06.18.25.docx

Hammond Zone Change narrative.pdf

Hammond Zone Change DRC 06.18.25.pdf

Hammond Zone Change - Aerial Map.pdf

Hammond Zone Change - General Plan Map.pdf

Hammond Zone Change - Zoning Map.pdf

Ord 70-2025.docx

HAMMOND ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Justin Hammond		
Meeting Date	August 26, 2025		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 600 West State Street		
Project Area	0.83 acres		
Existing Zoning	MU		
Proposed Zoning	C-H		
Existing General Plan Land Use Designation	C-H (Heavy Commercial)		
Adjacent Zoning and Land Use	*North*	MU	Office Warehouse
	South	MU	Church/Office/Warehouse
	East	MU	Single family residential
	West	MU	State Street
Date of DRC Review	June 18, 2025		
Date of Planning Commission Review	July 10, 2025		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

HEAVY COMMERCIAL (C-H) The Heavy Commercial (C-H) classification is intended to provide appropriate locations for warehousing, auto and truck services, and light manufacturing that do not impact existing and planned residential areas. Typical uses include office/warehouse, light manufacturing, auto and truck service and repair, distribution centers, and some retail/ office.

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

June 15, 1872 This property is part of the original incorporated boundaries of Lehi City.

REPORT ANALYSIS

The applicant requests approval for a zone change from Mixed-Use to Heavy Commercial for a property located at approximately 600 West State Street. This zone change on 0.83 acres of property provides the potential to build a small office warehouse building as noted in the applicant's narrative. However, no concept plan was submitted at this time.

There are other potential uses that could also be built once the zoning is changed, but the suggested use by the applicant would be consistent with the surrounding area. Additionally, the proposed C-H zoning aligns with the Heavy Commercial designation in the General Plan.

The Development Review Committee (DRC) reviewed the proposed zone change and had no comments on the proposed 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 zone change is consistent with the General Plan Designation of Heavy Commercial (C-H).
3. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. 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 10, 2025. The minutes and motion from this meeting are as follows:

3.1) Public Hearing and recommendation of Justin Hamond's request for review of the Hammond Zone Change on 0.83 acres, located at approximately 600 West State Street, changing the zoning from Mixed Use to Heavy Commercial.

Brittney Harris presented the item. It is in compliance with the General Plan. The current plan is to build an office warehouse on the site. Commissioner Kunze asked why the previous plan for the property was scrapped. City staff was uncertain. Commissioner Kunze asked if the area was big enough for a Heavy Commercial project. Harris clarified that the property is zoned for Heavy Commercial, but that they will still need to meet landscaping barriers and all other requirements.

David Stockinger was present, representing the applicant. He had no additional comments.

Commissioner Jackson opened public comment.

Corey Gurney owns the property to the west. He says that the location is currently surrounded by houses, and due to that he doesn't think the property should be rezoned. He thinks it may cause more traffic. He also thinks that the planned project fits under the current Mixed Use zoning, and thus there is no need to rezone prior to construction.

Mellissa Noaks owns adjacent property. She was unaware that the area was zoned for Heavy Commercial in the general plan. She thinks the zone change should wait until official constructions plans are submitted.

Commissioner Jackson closed public comment.

Commissioner Eyre asked when the last time the General Plan was updated. It was in 2022. Previously the area was zoned as Mixed Use, but the Mixed Use zone was reworked to include population densities and there was already many Heavy Commercial and Industrial projects in the area, which is why it was rezoned.

Commissioner Eyre asked legal if the Planning Commission has any options if an applicant's plan is trying to align with the General Plan or if it must be approved. Craig Chambers explained that the Commission would have to argue that it wasn't arbitrary or capricious to deny the change.

Commissioner Everett stated that there had already been a public process for the general plan, and that someone needs to be the first to bring properties into alignment, but that he is also worried about the adjacent residential properties and is inclined to question the timing of the request, given that no site plan has been submitted. Commissioner Kunze mentioned that the previous plan for the property was scrapped, so there would be nothing stopping the owner from scrapping the current plan and selling the property, at which point it would be open to any Heavy Commercial project. Commissioner Jackson agreed with her, mentioning that it is the duty of the Planning Commission to consider the property as though there is no planned project.

Commissioner Eyre asked staff about buffers between Heavy Commercial and Mixed Use zones. Kim Struthers explained that there likely would be no required buffers, as those are typically only required if the adjacent zone is residential. Commissioner Lockhart argued that the zone must have been residential at some point if homes were built there. She asked if landowners lost the rights of a residential zone when the zone was changed. Kim Struthers explained that the city can only base decisions on current zoning, and buffering rights are not grandfathered in. Commissioner Jackson asked planning staff to look into making that possible. Commissioner Lockhart clarified for those present that the job of the Planning Commission is to decide if things are legal, City Council deals with more nuance.

Brittney Harris clarified that approving the zone change wouldn't introduce a new use to the area, as there are already several Heavy Commercial businesses in the area. There are also other areas in the city where Heavy Commercial and Light Industrial intermingle with residential properties.

Commissioner Jackson shared that the area is heading towards Heavy Commercial, so even if this zone change is denied, it likely will be approved in the future.

The Commission debated which version of code the applicant would be under, and if code could be changed prior to approval. Brittney Harris clarified that as no site plan has been submitted, the applicant wasn't governed by the current code and would be held to whatever code is in place when that is given to the city and approved.

Commissioner Eyre shared that he thinks all sides have valid arguments. Commissioner Everett expressed frustration that the decision is essentially a dice roll for the community whether a site plan is submitted or not.

Commissioner Lockhart asked if the City Council could negotiate buffering. Craig Chambers explained that it would have to happen through a development agreement. She feels like they are legally obligated to change the zone. Commissioner Jackson disagreed, as it is a legislative item and should thus give the Commission more latitude. He didn't see the change as a net gain for the city and thus had no issue with delaying the zone change. Commissioner Lockhart argued that a development agreement would fix the buffering issues. Commissioner Jackson agreed but pointed out that if the zone were changed then developers would have no incentive to enter into a development agreement, and the city would have no right to enforce one. He recommended putting the issue on hold. Commissioner Lockhart preferred sending the issue to City Council as they would be able to more effectively navigate the nuances of the issue as an elected body.

Motion: Commissioner Everett moved to give a negative recommendation to the Lehi City Council with the finding that enacting the zone change would create an incompatibility and an inconsistency with the current use of properties surrounding it that are also still mixed-use.

Amended Motion Commissioner Everett moved to give a negative recommendation to the Lehi City Council with the finding that enacting the zone change would create an incompatibility and an inconsistency with the current use of properties surrounding it that are also still mixed-use. He recommends that this scenario calls for thinking through additions to the code that would better protect residential properties in situations where commercial is abutting residential or legal non-conforming, specifically codifying circumstances where buffers are required before moving forward with this legislative item. He recommends that through a development agreement the property could be used for certain heavy commercial uses specific to the property in a mixed use zone. Commissioner Kunze seconded.

Vote: Commissioner Lockhart, no. Commissioner Everett, yes. Commissioner Eyre, no. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed with three in favor and two against.

Hammond Zone Change
DRC Redline Comments

Justin Hammond- requests review of the Hammond Zone Change on 0.83-acres located at approximately 600 West State Street, changing the zoning from Mixed Use to Heavy Commercial.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: None
Date of Plans Reviewed: 06/09/25
Time Start: 2:05 pm
Time End: 2:06 pm

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 10, 2025
(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.

(1) _____ A description of the specific amendment to the Zoning Map which addresses the following issues:

A. The reason and justification for the proposed amendment.

This parcel is not large enough to justify a mixed use development. The traffic counts aren't high enough to warrant food and beverage service, and the parking requirements for an office building or apartments leave very little room for a structure. This particular location is perfect for a small office warehouse building.

B. Consistency of the proposed amendment with the goals and policies of the General Plan.

Changing from MU to HC is in line with the General Plan.

C. Compatibility of the proposed zone with the existing land uses of nearby and adjoining properties.

The parcels on either side of this parcel, for a large stretch, represent similar structures to what we are proposing. There are office warehouse buildings surrounding this parcel, and we feel this piece would fit right in if it were rezoned.

D. The effect of the proposed amendment on the character of the surrounding area, and whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;

Changing it to Heavy Commercial would make the parcel more conducive to the surrounding building's goals and intentions, not less. Keeping it Mixed Use may have the opposite effect, by funneling traffic into a parcel directly adjacent to several residences and office warehouses.

E. The gain to the public health, safety and welfare and overall commuity benefit from the existing classification to the proposed amendment.

We believe there will be added safety to the adjacent residential street, since traffic won't be funneled into the neighborhood. We believe the office warehouse building we intend to build will be asthetically pleasing to look at, and will uplift the surrounding areas visually.

General Plan
1526
1520
1535
1520
1520
1510
C-H
600 W
1480
645
C
580
454

Current Zoning
1520
1535
1520
1520
1510
MU
600 W
1480
580
C
455

Hammond Zone Change

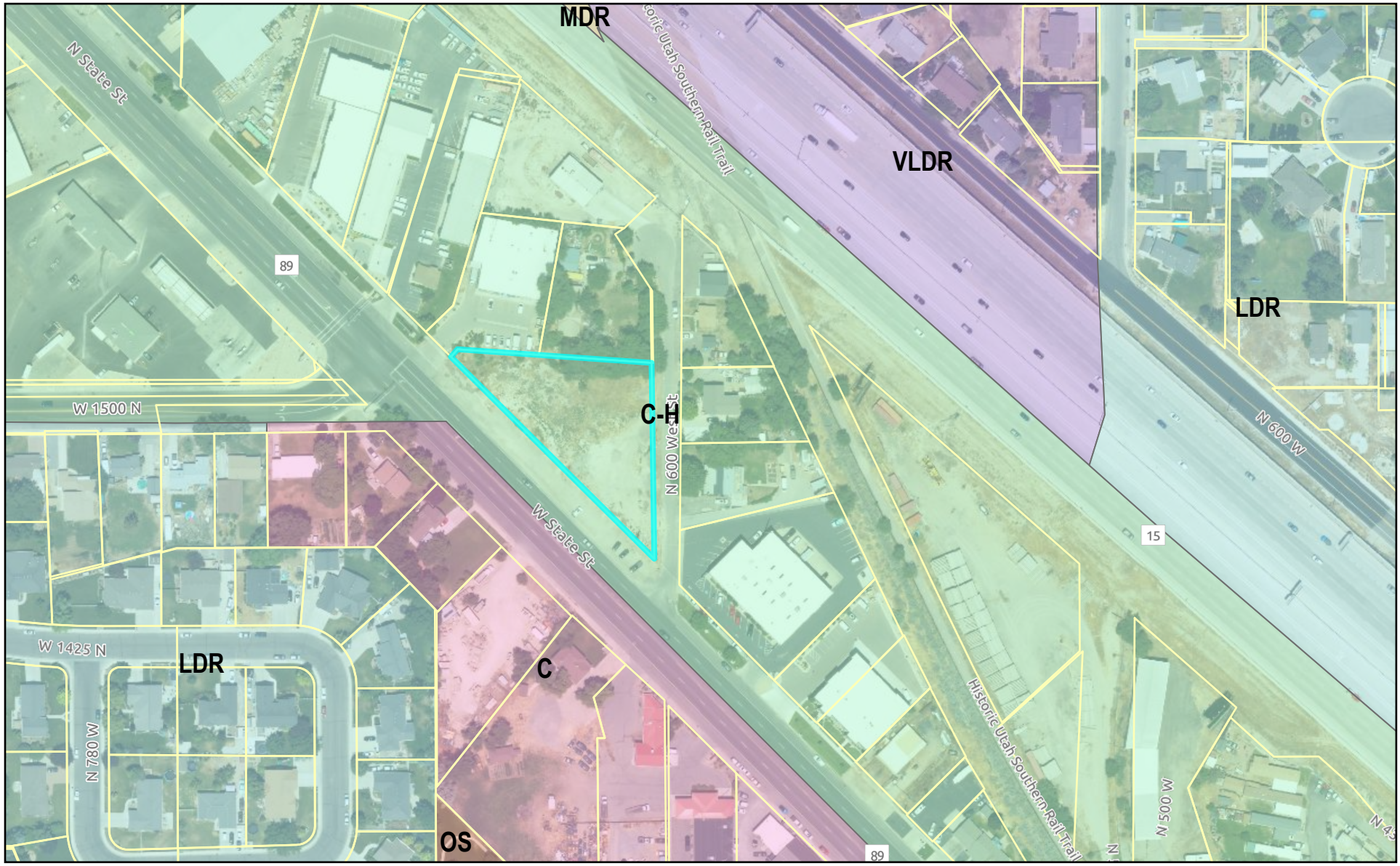
Aerial

0 235 470 940 Feet

LEHI CITY

Hammond Zone Change

General Plan



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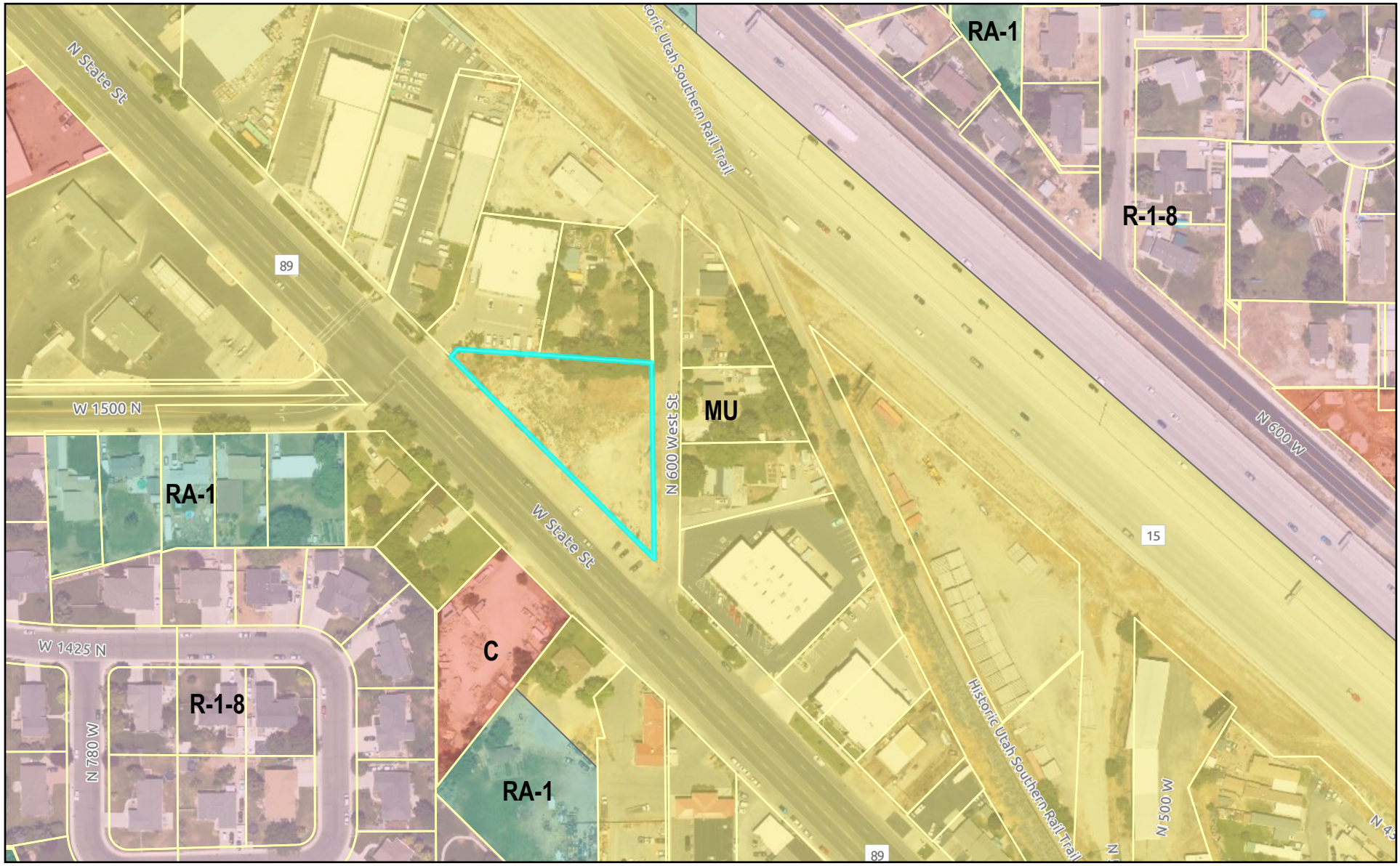
LEHI CITY

Hammond Zone Change

Zoning



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LEHI CITY

ORDINANCE NO: 70-2025

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 600 WEST STATE STREET

WHEREAS, Justin Hammond, applicant for property located at approximately 600 West State 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 C-H (Heavy Commercial); and

WHEREAS, following a public hearing on July 10, 2025, 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 26, 2025, the Lehi 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 10, 2025; 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 property described on Exhibit "A" are hereby amended to Heavy Commercial.

PART II:

A. If a provision of this Ordinance 70-2025 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 26th day of August 2025.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

HAMMOND ZONE CHANGE

Taxing Description: COM S 89 DEG 55' 44" W 254.66 FT & N 49.82 FT FR N 1/4 COR. SEC. 8, T5S, R1E, SLB&M.; N 42 DEG 10' 51" E 13.31 FT; S 85 DEG 48' 9" E 258.83 FT; S 0 DEG 34' 9" E 259.87 FT; N 45 DEG 4' 35" W 380.84 FT TO BEG. AREA 0.827 AC.

Agenda Item No: 5.10

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-92, approving the Water's Edge Development Agreement allowing 330 ERUs for residential and a hotel located at approximately 1350 East Interstate Plaza Drive.

Suggested Action:

Attachments:

CC Staff Report Water's Edge Development Agreement 12.16.25.docx

Water's Edge DA DRC 10.29.25.docx

Waters Edge Development Agreement DRAFT.pdf

WE Aerial.pdf

WE General Plan.pdf

WE Zoning.pdf

Res 2025-92.docx

WATER'S EDGE DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	Bob Perdue
Meeting Date	December 16, 2025
Requested Action/Purpose	Approval of a proposed Development Agreement
Decision Type	Legislative
Date of DRC Review	October 29. 2025
Date of Planning Commission Review	November 13, 2025
Location	Approximately 1350 East Interstate Plaza Drive

REQUIRED ACTION

Planning Commission	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 STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:

(i) limit a municipality's authority in the future to:

(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

REPORT ANALYSIS

The applicant requests approval of the Water's Edge Development Agreement located at approximately 1350 East Interstate Plaza Drive in the Commercial Zone.

The applicant previously proposed a General Plan Amendment to Mixed-Use, the City Council denied the General Plan Amendment and instructed Staff to work on a Development Agreement. The proposed Development Agreement will allow 330 residential dwelling units or equivalent residential dwelling units. The agreement also specifies that at least 30 percent of the residential units will be for sale product, like townhomes or condos. The agreement also requires an upscale hotel. The applicant defines that as a 3- or 4-star hotel. City Council may want to consider what star-rating hotel they want in this area. Currently Lehi has no 4-star hotels. Many of the hotels are 3-star. The hotel size will reduce the number of residential units so that the whole development does not exceed 330 equivalent residential units.

The agreement also requires a 10-foot trail between the development and the Meadows Retail Center (Walmart) to the east. It also requires public street access to the north and east. It specifies that the applicant will need to submit traffic, sewer, and water capacity studies, will need to amenitized the waterfront, and will need to meet many of the design requirements of the Transit Oriented Development (TOD) zone.

The Planning Commission and ultimately the City Council should consider the implications of leaving it zoned Commercial. This could lead to concerns in the future with uses that are allowed in the Commercial zone but may not be the most ideal uses in this future transit area. They may consider adding language to the Development Agreement that staff will change the zoning to TOD once construction starts on the project.

DRC reviewed the proposed Development Agreement and had nine redline comments including:

1. For item 1.6 A public street is not possible to the north, as this property is under private ownership. However, the Engineering Department has determined that the existing utility access easement to the north will be allowed to meet the "public" access requirement
2. Include improving the 1200 East/Main Street intersection
3. Any deficiencies found shall be the responsibility of the Developer to remedy, or the project shall be limited to the capacity of the infrastructure available.
4. Most projects have not been able to meet the 1.25 FAR ratio with current parking needs. Might be worth proposing something else with this DA.
5. As part of this development agreement the City Council should consider changing the zoning or allowing it to be changed after constructed. Leaving it as commercial may lead to incompatible uses being added afterwards, hard to answer questions, and overall ambiguity. Changing the zoning to TOD or even MU will allow this area to continue to develop as envisioned for this area.
6. Lehi already has many 3-star hotels, but no 4-star hotels. The star rating was used to quantify "high end". City Council should consider if they are okay with a 3-star hotel (similar to most of the hotels in the north end of the city) or if they want something more high end.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed Water's Edge Development Agreement. Any motion should include findings. Possible findings include:

1. The proposed Development Agreement requires trail and road connections that will benefit the development and surrounding areas.
2. The proposed Development Agreement allows for residential and commercial development within the utility constraints of the area.

3. The Development Agreements is a work around to the already established resolutions requiring transit plans before the development of TOD.
4. The proposed Development Agreement amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed development agreement on November 13, 2025. The minutes and motion from that meeting follow.

3.10) Public hearing and recommendation of Bob Perdue's request for review of the Water's Edge Development Agreement allowing 330 ERUs for residential and a hotel located at approximately 1350 East Interstate Plaza Drive.

Caden Petersen presented the item. The development will have a required pathway to a nearby commercial development. It may not be the best development option for the transit adjacent area.

Bob Perdue, the applicant, was present. He said that the City Council preferred a development agreement over a zoning change, as they felt mixed-use zoning would give too much flexibility to the developer.

Commissioner Lockhart asked if there had been any progress in discussions with American Fork. Perdue explained that American Fork is happy with where the access road connects now, and are in favor, but haven't officially approved it yet. He is also waiting on feedback from Walmart, who are currently more focused on their project of adding a fueling station, but are also in favor of the project.

Commissioner Eyre asked about another stub road in the plan. It is currently a permanent easement, so there will be a connection. There are three planned access points.

Perdue went over the changes to the plan that have occurred since it was last presented. He explained that the hotel's plumbing fixtures decrease the number of residential units allowed due to infrastructure limits. He is hoping to put in a three star hotel, as most of the hotels in the area are two star hotels. He is not confident that he can attract an investor for a four star hotel on the property.

Commissioner Jackson opened public comment.

Evan Howlett talked about her experience driving in the area. She feels the parking lot is an especially difficult place to drive through, and she is nervous about adding more entrances. She mentioned also that she frequently has a hard time turning right out of the parking lot due to large trucks in traffic.

Commissioner Jackson closed public comment.

Commissioner Everett shared that he can't see anything alleviating the traffic in the area and acknowledges that this development will likely make it worse. Commissioner Jackson shared that he sees the traffic as part of the growing pains that come as areas develop.

Commissioner Eyre clarified that the connectivity standards are in place to provide options to developers and to keep residents safe in case of emergency.

Commissioner Lockhart expressed discomfort with the comment from City Council that a development agreement would allow the city greater control over the property and property owner. She thinks they were acting outside the scope of what government is entitled to. Commissioner Eyre disagreed. He said he understood her sentiment but argued that zoning is a form of control that the city exerts over developers and property owners. He views zoning as a way to limit what is allowed to be developed, and development agreements as a way to allow more flexibility within that.

Commissioner Lockhart said that she would have allowed the developer to work within a TOD. She shared that she thinks the General Plan should be respected, and that this development agreement weakens the TOD concept. Commissioner Jackson emphasized that the duty of the Commission is to work within the bounds of what the City Council has decided. He thinks that the agreement makes the most sense and is the most beneficial for both the property owner and the city in this case. Commissioner Lockhart argued that as a recommending body, they have ultimately no control and cannot stand in the way of City Council.

Commissioner Everett appreciated the walkability of the development.

Commissioner Lockhart shared that development agreements are hard to enforce, and that she feels that this agreement is an attempt to go around a self-inflicted barrier on the part of the City Council. Commissioner Jackson recommended putting that in a motion while approving the agreement.

Commissioner Eyre feels that the agreement is viable and reasonable if the hotel is allowed to be a three-star establishment.

> **Motion:** Commissioner Eyre moved to give a positive recommendation to the Lehi City Council with the findings that City Council requested and allowed this path to be taken to come into an agreement with the landowner, that the landowner has done his due diligence on connectivity patterns as well as looking at the feasibility and possibility of developing the land, that the proposed development agreement requires trail and road connections that will benefit the development and surrounding areas, and that the proposed development agreement allows for residential and commercial development within the utility constraints of the area. He included all DRC comments. Commissioner Everett seconded.
>
> **Vote:** Commissioner Everett, yes. Commissioner Lockhart, no. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, no.
>
> Motion passed three to two with Commissioners Lockhart and Kunze against.

Water's Edge Development Agreement
DRC Redline Comments

Bob Perdue- requests review of the Water's Edge Development Agreement allowing 330 residential units and a high-end hotel located at approximately 1350 East Interstate Plaza Drive.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Bob Perdue
Date of Plans Reviewed: 10/21/25
Time Start: 1:16pm
Time End: 1:30pm

DRC REDLINE COMMENTS:
Glade – Power:
1. A circuit study is required to determine capacity, and off-site improvements that may be required.
2. Additional comments from Power Department will be forthcoming. Further discussions with Power and the City Attorney are required.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
3. Developer shall provide a wetland delineation study.

Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering:
4. For item 1.6 A public street is not possible to the north, as this property is under private ownership. However, the Engineering Department has determined that the existing utility access easement to the north will be allowed to meet the "public" access requirement
5. Include improving the 1200 East/Main Street intersection
6. Any deficiencies found shall be the responsibility of the Developer to remedy, or the project shall be limited to the capacity of the infrastructure available.

Luke – Traffic: No comments
Kim – Planning:
7. Most projects have not been able to meet the 1.25 FAR ratio with current parking needs. Might be worth proposing something else with this DA.
8. As part of this development agreement the City Council should consider changing the zoning or allowing it to be changed after constructed. Leaving it as commercial may lead to incompatible uses being added afterwards, hard to answer questions, and overall ambiguity. Changing the zoning to TOD or even MU will allow this area to continue to develop as envisioned for this area.
9. Lehi already has many 3-star hotels, but no 4-star hotels. The star rating was used to quantify "high end". City Council should consider if they are okay with a 3-star hotel (similar to most of the hotels in the north end of the city) or if they want something more high end.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 13, 2025

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.

WATER'S EDGE
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 Daniel George Properties, LLC, or its successors and permitted assigns, whose principal place of business is located at _____("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 September 23, 2025 the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow uses other than those currently allowed in the Commercial Zoning of the property.

D. Given the location of the Project, the Parties desire that multi-family apartment, townhome or condo uses, which are not permitted uses in the Commercial Zone, be added to the allowable uses per the terms and conditions of this Agreement.

E. City recognizes that the development of the Waters Edge Project may result in tangible benefits to City including better roadway and active transportation connectivity in the area; and that the Water's Edge Project may enhance further economic development efforts in the vicinity of the Property, and City is therefore willing to enter into this Agreement, subject to the terms and conditions set forth 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 Upon approval of this Agreement, the allowable uses within the Water's Edge development (the Property) shall include all uses permitted within the Commercial Zone as well as multi-family residential uses, including townhomes, condominiums and apartments (collectively, the Approved Use).

1.2 If residential uses are constructed, the total residential density on the Property shall not exceed 330 dwelling units, reduced by any equivalent residential units (*ERUs*)

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allocated to the hotel use, based on the number of hotel fixture units. 25 hotel plumbing fixture units shall be equivalent to 1 ERU.

1.3 Any residential development shall include a minimum of thirty percent (30%) of the units as a for sale product.

1.4 The development of the Property shall include the construction and operation of an upscale (3 or 4-star rating ~~or higher~~), full-service hotel as an integral component of the overall project. No more than 230 residential dwelling units may receive final approval prior to the hotel obtaining site plan approval and issuance of a building permit.

1.5 The development of the Property shall include a publicly accessible 10-foot-wide bike and pedestrian pathway and bridge across the existing wetlands, providing a direct connection between the Property and the regional Meadows Retail Center to the east.

1.6 The development of the Property shall provide public street access to both the north and the east, in addition to maintaining existing access points to the west; provided that the city of American Fork grants approval. Traffic improvements shall also include construction of a new roundabout within Woodbury's Meadows Regional Retail Center, subject to City approval.

1.7 The Developer shall conduct and submit traffic, sewer, and water capacity studies to the City to determine the adequacy of public facilities necessary to serve the development of the Property.

1.8 The waterfront and surrounding open space areas shall be improved and amenitized with active uses (walking paths, viewing areas, etc.) to allow natural surveillance and deter unwanted trespass and nefarious activity.

1.9 The Developer shall obtain all required site plan and/or subdivision approvals through the City's development review process for the Approved Use and shall comply with all applicable provisions of the Lehi City Development Code, the Design Standards, and the Public Improvements Specifications Manual.

1.10 Because of the Property's close proximity to a future transit station, the Property shall meet the design standards and parking requirements from Sections 38.070 and 38.080 of the Development Code for Transit Oriented Development as shown on Exhibit B of this Agreement. ~~These TOD requirements include open space and plaza space requirements, as well as standards for bike and pedestrian facilities as contained in the Sections noted above~~.

1.11 The ownership, maintenance responsibilities, and final configuration of open space areas, trails, wetlands, and roadways within the Property shall be determined during the site plan and subdivision review processes. These matters shall be addressed and finalized at the time those applications are considered and approved, based on the specific design and layout details available at that stage. No commitments or dedications regarding such areas are established by this Agreement at this time.

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1.12 Additional water rights shall be required for any multi-family development and for the development of the hotel as a condition of site plan consistent with Section 27.070 of the Lehi City Development Code.

1.13 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.

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

1.15 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 designated Zone at the time will be allowed.

ARTICLE 2

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 3

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 caused by the negligent acts, errors, or omissions or willful misconduct of ~~arising out of the~~ Developer~~'s~~ in the performance ~~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.

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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:
Teisha Wilson
Lehi City Recorder
153 North 100 East
Lehi, UT 84043

If to Developer:
Daniel George Properties, LLC
2400 E Katella Ave. Ste 370
Anaheim, CA 92806

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

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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, which consent shall not be unreasonably withheld, conditioned, or delayed ~~in its sole discretion~~; provided, however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate, or a subsidiary without the City's consent. 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

??? LLC

_____
By:
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

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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 ??? 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)

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Exhibit "A"

Property Legal Description

COM S 1607.193 FT & W 1600.105 FT FR N 1/4 COR. SEC. 15, T51, R1E, SLB&M.; S 13 DEG 39' 0" W 628.15 FT; S 33.66 FT; S 5 DEG 15' 0" E 449.46 FT; S 23 DEG 30' 0" W 363.76 FT; N 51 DEG 59' 0" W 462.93 FT; N 7 DEG 48' 0" E 1136.22 FT; N 88 DEG 13' 0" E 462.89 FT TO BEG. AREA 13.022 AC.

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Exhibit "B"

Applicable Lehi City Development Code Requirements from Sections 37.070 and 37.080

Section 38.070 Design Standards.

Development within a TOD should promote an attractive, unified architectural design. Development should be integrated and cohesive with a common architectural design theme that provides variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate lots. The TOD Design Standards are intended to create a pedestrian friendly environment by ensuring good building and overall site design, good architectural design and visual appearance, street layout, parking design, pedestrian design, lasting value, and other provisions of this Code relating to public health, safety, and general welfare of the overall community.

All buildings and structures, including residential buildings and dwellings, shall conform to the Design Standards from Chapter 37 of the Development Code. Where the requirements of this Chapter conflict with other sections of the Development Code, the more restrictive provision shall prevail unless otherwise established through the approval process of the land use plan.

A. Architecture.

1. Architectural Orientation. The front façade of all principal buildings shall face onto the street, and shall not be oriented towards a parking lot or parking structure (see Figure 2).

Figure 2. The building is oriented with the entrance facing the street and the parking located to the side and rear of the building.

2. Roof Design. Multi-family apartment and mixed use residential/commercial buildings shall utilize flat roof designs (see Figure 3). A design including pitched roof features or an overall pitched roof may be approved at the discretion of the Planning Commission.

Figure 3. The apartment building includes a flat roof design with varying parapet heights and an architectural hierarchy to the street corner.

3. Entry Features. Porches, roof overhangs, awnings, hooded front doors, pop-outs and/or other architectural façade elements shall define the front entrance to all principal structures (see Figure 4).

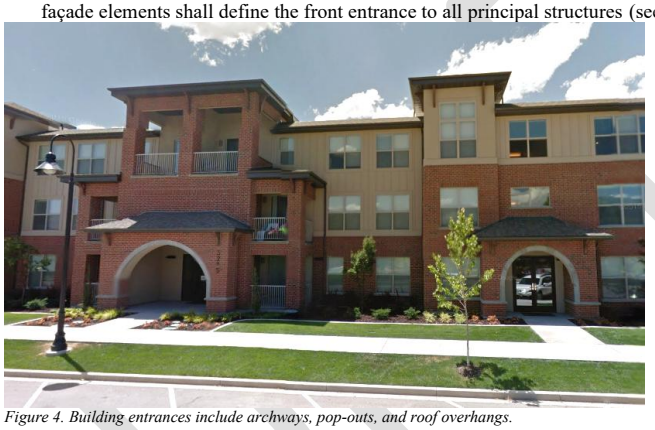

Figure 4. Building entrances include archways, pop-outs, and roof overhangs.

4. Non-residential Street Frontage. For non-residential, retail, and office buildings, a minimum of 50 percent of the front façade on the ground floor shall be transparent, consisting of true window or door openings allowing views into and out of the interior of the building (see Figure 5).

Figure 5. Retail building with clear windows on the ground floor exceeding 50% of the front façade.

5. Vertical Separation. Buildings should have a visually distinct base that creates a welcoming environment for pedestrians. The lowest level of the building should have more mass and bulk in order to be clearly delineated and scaled. The ground floor ceiling height must be greater than the upper floors (see Figure 6).

Figure 6. The ground floor includes large windows and has greater mass and height than the upper floors of the building.

6. Building Façade Features.
   a) Planters, trellis features, and window boxes for flowers and climbing vines are encouraged as building façade enhancement features.

b) Building facades must be aesthetically interesting and pleasing and should avoid a uniform building style.
c) Architectural style, colors, and materials shall be compatible throughout the TOD. A palate of colors and building materials shall be submitted with the concept plan.
d) Roof access ladders and exterior scuppers with down spouts shall not be allowed on a façade facing the street.

7. Utility structures and boxes should be placed to the sides or rear of the building where possible, or equipment must be screened if placed in the front. When utility equipment is placed on the sides or rear of a building, unobstructed access must be provided to allow ease of maintenance.

B. Minimum Floor to Area Ratio. All development parcels in a TOD shall meet a minimum floor to area ratio (see Figure 7) of 1.25 in the initial phase of a project. The ultimate floor to area ratio shall be addressed as part of the phasing plan and shall demonstrate that surface parking lot areas may be redeveloped in a future phase of the project to ensure a critical mass of population to support transit and a diverse mix of land use.

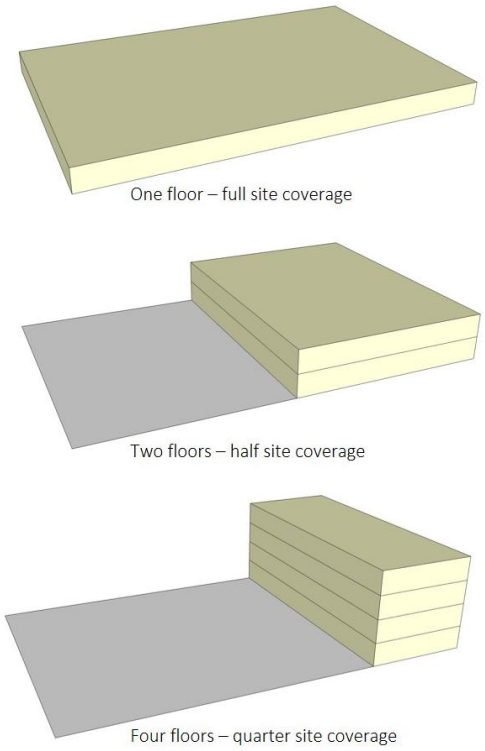

Figure 7. Three examples of a floor to area ratio of 1.0.

C. Street Patterns. Street patterns shall be oriented along a grid, as opposed to cul-de-sac and curvilinear street designs. Within the grid are sidewalks and streetscapes that encourage walking and biking, and narrow streets and other traffic calming features that favor pedestrian activities (see Figure 8). Traffic calming features include but are not limited to curb extensions, center pedestrian refuges, raised bike and pedestrian crossings, continuous sidewalks, brick pavers or other textured street surface materials, chokers, or other feature as recommended by the Lehi City

Traffic Engineer. TOD areas shall comply with the street connectivity requirements in Section 37.040 of the Development Code.

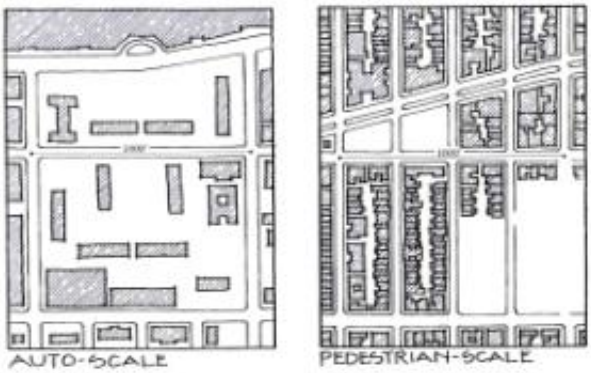

Figure 8. Pedestrian scale street layouts include shorter blocks and a greater level of connectivity.

D. Streetscapes.

1. Building Orientation. Buildings shall be oriented to the street with a minimum setback of 25 feet unless an alternative plan for power is created and agreed upon by the Lehi Power Department (see Figure 8). Parking lots shall not be located along street frontages, but at the rear of lots and screened from street view with berming, landscaping, buildings, or other screening features. A minimum of 60 percent of public and private street frontages shall include buildings at full buildout.

Figure 8. Buildings are oriented to the street with a minimal setback and power connections located to the rear of the buildings.

2. Street Trees. Street trees shall be provided on all street frontages, at a minimum of one tree for every 30 feet of right-of-way. Street trees may be clustered and need not be evenly spaced. Trees should be placed within park strip areas. Any street tree shall have a minimum planter area of 7 feet by 14 feet in accordance with the Lehi City Design Standards and Public Improvement Specifications.

3. Street Side Treatments.
   a) General Treatments.
      i. All sidewalks shall be a minimum of five feet in width.
      ii. Residential streets with an average density of 20 units per acre or more shall include sidewalks with a minimum of eight feet in width. This shall be applied on a block-by block basis to determine a minimum required width. To ensure consistency in the sidewalk width and ensure enough pedestrian

capacity, lower density blocks between blocks of 20 units per acre or more shall match a minimum sidewalk width of eight feet.

iii. Sidewalks shall be a minimum width of eight feet on streets within a quarter mile of a bus rapid transit or rail station.

iv. Park strips and tree planter areas shall be placed along all public and private streets with a minimum width of seven feet.

v. Park strips and sidewalks are not required on alleys. Alleys shall be a minimum of 20 feet in width and only provide access to garages or parking areas.

b) Non-Residential Treatments. Streets that include non-residential and mixed uses shall include three elements within the side treatments (see Figure 9). These elements are as follows:

i. Frontage Zone – A section of sidewalk located adjacent to the building that allows building entry, sidewalk cafes, sales displays, and raised planter beds. The minimum frontage zone width shall be five feet. Planter areas may be allowed between the frontage zone area and the building. It is encouraged that pervious materials be used for a frontage zone such as brick pavers.

ii. Pedestrian Through Zone – This is a sidewalk area that serves as the primary pathway for pedestrians. The pedestrian through zone must not be impeded by street furniture, landscaped beds, signage, displays, or sidewalk cafes. The minimum pedestrian through zone width shall be eight feet. It is encouraged that pervious materials be used for a pedestrian through zone such as brick pavers.

iii. Street Furniture/Curb Zone – This is the area located between the sidewalk and the street. Features may include street furniture, trees, planter areas, light poles, signage, and curb extensions at crosswalks. The minimum street furniture/curb zone width shall be seven feet which does not include the additional width required for curb extensions. Streets that include separated bike lanes or paths shall place the bike facility between the street furniture/curb zone and the pedestrian through zone. The minimum separated bike lane or path width shall be six feet for a one-way facility and 10 feet for a two-way facility.

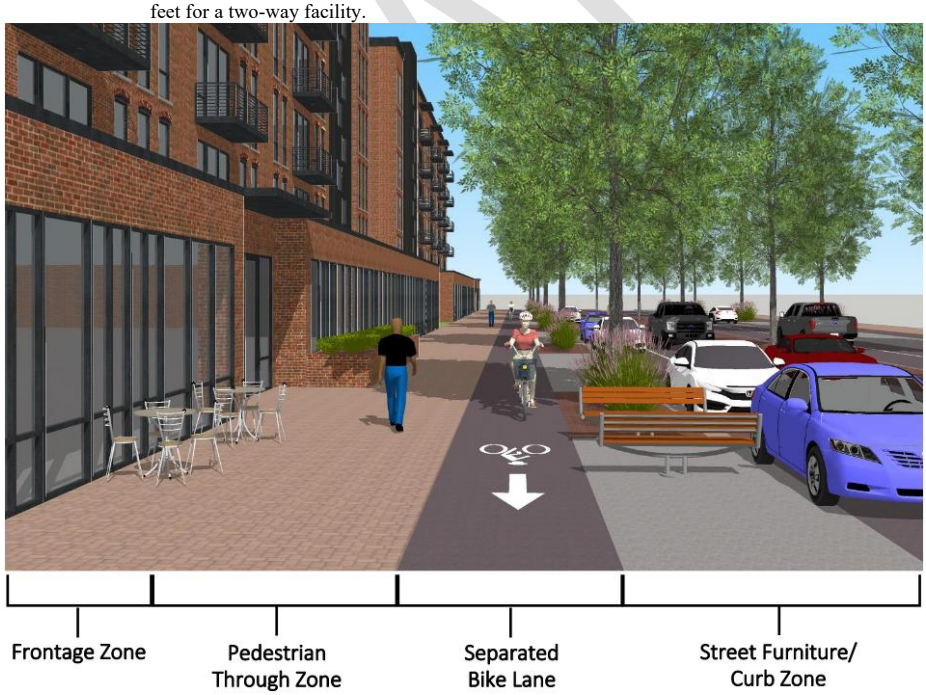

Figure 9. Side treatment zones for non-residential areas of a TOD.

4. Alleys and Interior Block Spaces. Alleys and interior block spaces shall be allowed and encouraged in all TODs. Alleys serve as alternate routes to garages and loadings docks that are unseen by the public and therefore contribute to a pedestrian-friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semi-private gardens and courtyards. Alleys are to be the primary access to parking areas and garages.

E. Street Design.

1. Traffic Calming. Traffic calming is intended to slow or reduce motor-vehicle traffic in order to improve pedestrian safety. TODs shall provide traffic calming measures, including but not limited to bulb-outs, chokers, and pedestrian refuges (see Figure 10).

Figure 10. Bulb-out provides traffic calming, increases visibility to drivers, and shortens pedestrian street crossing distances.

2. Bicycle Parking. Outdoor short-term bicycle parking facilities shall be located in a secure and well-lit area within 50 feet of a building or common facility entrance. Long-term secure bicycle parking is required for office, institutional, and multi-family residential uses (see Figure 11).

Figure 11. Secure bike parking provided within an apartment building.

3. Bike Facilities. Bike facilities shall be provided in all TODs to ensure safe and convenient local transportation options. Bike infrastructure shall interconnect all buildings within a TOD and provide connectivity to the regional bike and trails network. Bike infrastructure proposed within a TOD shall be developed and designed based on the design speed and volume of a street. The following types of bike facilities shall be provided with the given street criteria:

a. shared lanes and bike boulevards (see Figure 12) may be used where the street's posted and designed speed is 25 miles per hour or less and the existing or projected vehicular traffic volumes are 2,500 average annual daily trips or less.

Figure 12. Bike boulevards include shared lanes on a low-volume, low speed street with bike and pedestrian prioritization features.

b. Protected bike lanes shall be provided along roadways with a posted and designed speed greater than 25 miles per hour or where the existing or projected vehicular traffic volumes are greater than 2,500 average annual daily trips. Streets with two or more travel lanes in a single direction shall provide two-way bike facilities on both sides of the street. Streets with one travel lane in each direction may design a two-way protected bike lane (see Figure 13) on one side of the street or include single direction protected bike lanes on both sides of the street.

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Figure 13. Two-way protected bike lanes encourage use of bikes as a safe and enjoyable form of mobility.

c. Shared use paths may be used to provide bike connectivity in an independent right-of-way through the center of a block if it interconnects with the local and regional network of bike facilities. Separated bike and pedestrian facilities shall be provided in a TOD where there are non-residential uses and where the residential density exceeds 20 units per acre. Shared use paths are appropriate in areas with lower amounts of foot traffic to limit bike and pedestrian user conflicts.

4. Medians. Street medians are encouraged for all major collector and arterial rights-of-way. Medians serve to improve the aesthetic quality of the area, provide traffic calming, and create pedestrian refuges for street crossings. as well as a mid-block resting place for street crossings. Medians should be a minimum of six feet wide at intersections and crosswalks and a minimum of three feet wide at other portions of the road. Where medians are not included in the design of a street, bike and pedestrian crossings shall include refuge islands at intersections and mid-block crossings (see Figure 14). Center medians and crossing islands shall be designed with plowable end sections to ensure ease of winter maintenance.

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Figure 14. Pedestrian refuge within a central median.

F. Sidewalks and Pedestrian Circulation.

1. Pedestrian Circulation. Convenient and safe pedestrian circulation systems shall be provided to minimize pedestrian-auto conflict and shall be provided continuously throughout each TOD. All streets, except for alleys, shall be bordered by sidewalks and park strips on both sides of the right-of-way, in accordance with the Lehi City Design Standards and Specifications.

2. Walkway Connections. Pedestrian walkways shall interconnect all building entrances, sidewalks, parking areas, open spaces, public and private streets, and transit stations.

3. Primary Pedestrian Corridor. A primary pedestrian corridor shall be developed through a TOD to collect pedestrians and direct them to the transit station and shall meet the following requirements:

a) the corridor shall include a minimum 10-foot wide walkway constructed of concrete or brick pavers.
b) the corridor must be visible from adjacent buildings, parking areas, and the transit station.
c) wayfinding signs shall be placed to direct pedestrians to the transit station and to other nearby destinations.
d) landscaping shall be placed along both sides of the walkway with a minimum width of 10 feet with trees spaced every 30 feet in planter areas.
e) benches and trash receptacles shall be placed along the walkway.
f) the walkway shall be well lit with pedestrian scale lighting.
g) crime prevention through environmental design (CPTED) standards shall be utilized to increase natural surveillance and deter crime. The following shall be incorporated in the design of the walkway:
   i. the walkway shall not be obstructed with opaque fencing,
   ii. entrapment zones (areas with low visibility and no alternative exits) shall not be created with the placement of fencing, buildings, or other features; and
   iii. windows on building facades facing the walkway shall have clear glass.
h) the walkway shall connect directly to the transit station and interconnect adjacent buildings, streets, open spaces, and parking areas.
i) sidewalks from adjacent buildings and streets shall stub into the walkway.

4. Raised Walkways. Where practical, pedestrian walkways shall be raised above grade of streets, drives, parking lots, and other paved areas. Where pedestrian walkways cannot be raised, they shall be constructed of a material differing in texture, material, or color.

5. Continuous Sidewalks and Bike Facilities. Flared drive approaches that ramp up to the sidewalk and bike path level or other raised crossing (see Figure 15) shall be used where local private streets, alleys, driveways, commercial accesses, and any other private access crosses a sidewalk, trail, protected bike lane, or other bike path. Private streets may ramp down after crossing sidewalks and bike facilities.

Figure 15. The trail and sidewalk run continuously and built with consistent materials whereas vehicular traffic must ramp up to cross the bike path and sidewalk. This slows traffic at a bike and pedestrian conflict point and indicates to drivers that they are entering a bike and pedestrian space.

G. Signage.

1. General Signage Concepts. Proper design and placement of signs and their lighting shall be compatible with structures and uses. Signs shall meet the requirements of Chapter 23 of the Development Code where not specifically regulated in this section.

2. Number of Signs. The number of signs on a structure shall be limited and placed in areas that contribute to the architecture of the building. Signs shall not overpower a storefront nor obscure display windows or significant building features.

3. Encouraged Signs. Wall signs, awning signs, canopy signs, projecting signs (see Figure 16), and suspended signs shall be encouraged.

Figure 16. Projecting sign is pedestrian oriented and contributes to the character of the building.

4. Discouraged Signs. Monument signs and directional signs are discouraged. If approved, the maximum height of a monument sign shall be four feet in height and shall be used to advertise by multiple tenants and/or users.

5. Electronic Display Sign. Signs with Electronic Display Sign, as defined by Chapter 23 of the Development Code, shall not be permitted in the TOD Zone.

6. Pylon Signs. Pylon signs, as defined by Chapter 23 of the Development Code, shall not be permitted in the TOD Zone.

Section 38.080. Parking requirements.

A. A successful TOD can significantly reduce per capita motor vehicle travel, thus parking requirements within a TOD may be reduced from the minimum standards as required by Table 37.090 of this Code. As the intent of a TOD is to encourage pedestrian activity and transit ridership, a developer may request a reduction in the number of parking spaces by City approval, providing that the developer submit information as to the forecasted trips generated in contrast to what is forecasted for transit ridership for the TOD. Requests for a reduction in parking may be approved by the City Council, following review by the DRC and Planning Commission.

B. Shared parking agreements shall be encouraged between all uses within a TOD, as per the provisions of Chapter 37 of this Code.

C. On-street parking is permitted and encouraged, and shall be included in the total development required parking calculations, if incorporated. On-street parking shall be included in the required parking calculations for a use or structure which fronts, and is adjacent to the on-street parking stall.

D. Ingress and egress for parking lots shall be from side streets or alleys.

E. All parking lots shall be located behind or on the side of buildings (see Figure 17). Parking and maneuvering areas shall not be located between the primary entrance to a building and the abutting street, unless its purpose is to provide a direct life-safety function. If parking is located on the side of the building, rather than at the rear, screening and buffering shall be provided to minimize the visual impact.

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Figure 17. Off-street parking is located on the rear sides of the buildings.

F. A parking lot or garage may not be adjacent to or opposite a street intersection, nor may any portion of a parking lot front a collector-size or larger classified street without specific City approval.

G. For all residential structures within a TOD, the physical and visual presence of garages and parking structures shall be minimized. Where garages are attached to a residential dwelling, the dwelling must be a rear-loading configuration that requires the garage to be accessed by an alley. The front door of the unit must face the street or greenway and include a sidewalk connection. Multi-family developments that include a parking structure must conceal the structure behind or be wrapped around by the primary residential structure (see Figure 18).

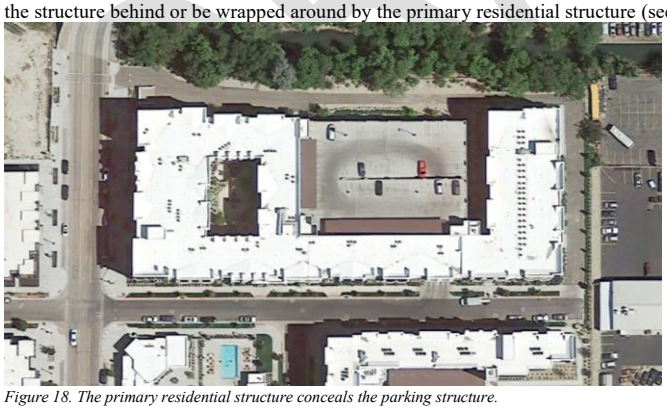

Figure 18. The primary residential structure conceals the parking structure.

To help reduce parking demand. increase use of transit and active transportation, and increase social equity to moderate or low income households, it is encouraged that parking costs for multi-family residential projects be unbundled from apartment rental rates. Parking fees can be charged separately for residents who would like to have a designated parking space. It is encouraged that annual transit passes be provided to all residents within a multi-

family residential project to encourage greater transit use. This option is intended to reduce the number of needed parking spaces and should be approved with a reduction to required parking.

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Water's Edge Development Agreement

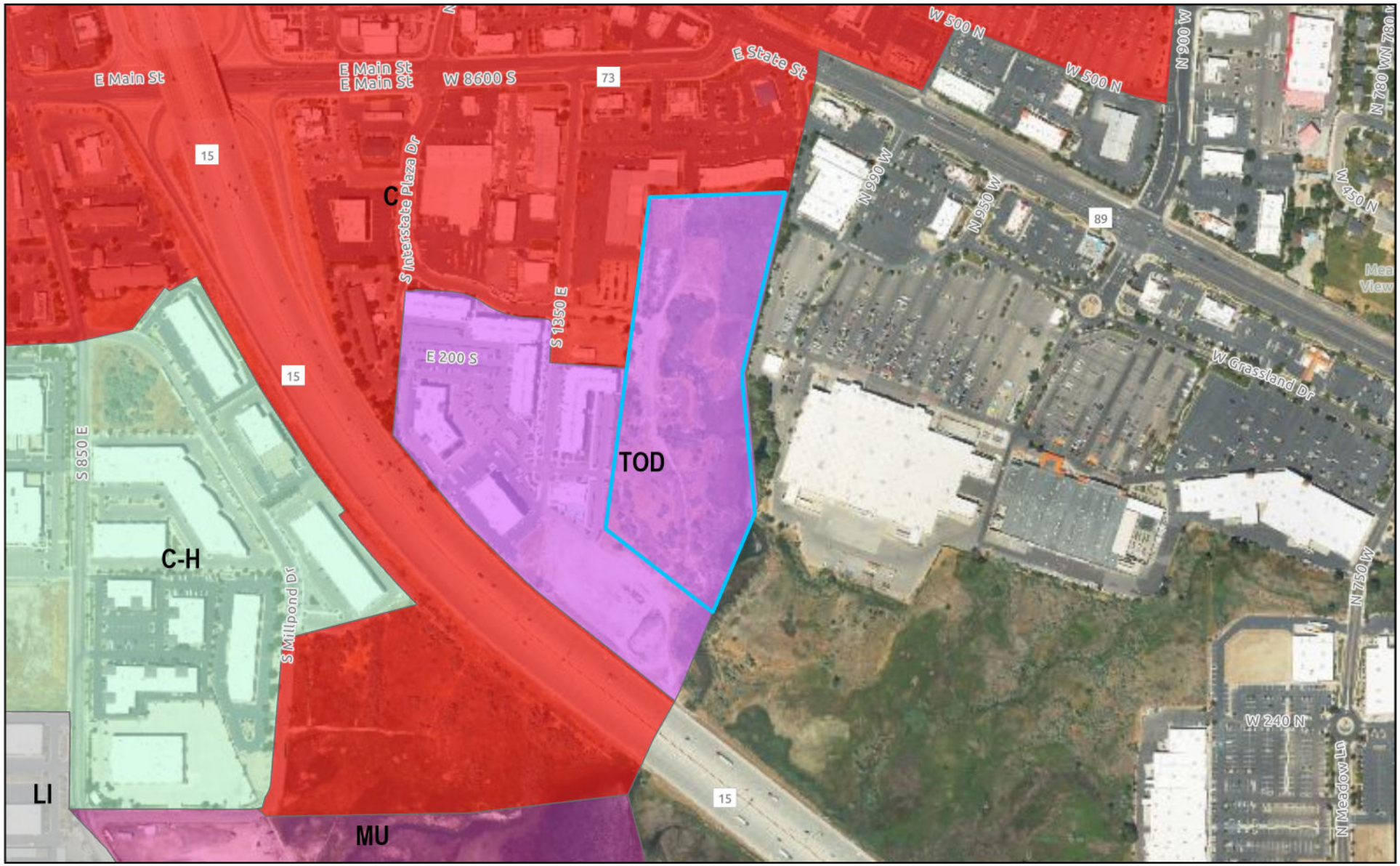
Aerial

0 500 1,000 2,000 Feet

LEHI CITY

Water's Edge Development Agreement

General Plan



0 500 1,000 2,000 Feet

LEHI CITY

Water's Edge Development Agreement

Zoning

0 500 1,000 2,000 Feet

LEHI CITY

LEHI CITY

RESOLUTION NO. 2025-92

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN BOB PERDUE AND LEHI CITY

WHEREAS, Bob Perdue ("Developer") has a legal interest in certain real property and desires to use the property in an economically profitable way before utilities are available near the property;

WHEREAS, On September 23, 2025, the City Council discussed the Developer's proposal to amend the General Plan at approximately 1300 East 175 South from Transit Oriented Development to Mixed Use and the City Council directed City staff to prepare a development agreement that would allow 330 equivalent residential units (ERUs);

WHEREAS, on November 13, 2025, the Planning Commission 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 Planning Commission, the Council finds: (i) that it should approve the Development Agreement with Bob Perdue; 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 16th day of December, 2025.

LEHI CITY ATTEST

_____ _____

EXHIBIT A

WATER'S EDGE
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 Daniel George Properties, LLC, or its successors and permitted assigns, whose principal place of business is located at _____("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 September 23, 2025 the City Council held a discussion regarding uses of the Property and their willingness to pursue a development agreement that would allow uses other than those currently allowed in the Commercial Zoning of the property.

D. Given the location of the Project, the Parties desire that multi-family apartment, townhome or condo uses, which are not permitted uses in the Commercial Zone, be added to the allowable uses per the terms and conditions of this Agreement.

E. City recognizes that the development of the Waters Edge Project may result in tangible benefits to City including better roadway and active transportation connectivity in the area; and that the Water's Edge Project may enhance further economic development efforts in the vicinity of the Property, and City is therefore willing to enter into this Agreement, subject to the terms and conditions set forth 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 Upon approval of this Agreement, the allowable uses within the Water's Edge development (the Property) shall include all uses permitted within the Commercial Zone as

well as multi-family residential uses, including townhomes, condominiums and apartments (collectively, the Approved Use).

1.2 If residential uses are constructed, the total residential density on the Property shall not exceed 330 dwelling units, reduced by any equivalent residential units (*ERUs*) allocated to the hotel use, based on the number of hotel fixture units. 25 hotel plumbing fixture units shall be equivalent to 1 ERU.

1.3 Any residential development shall include a minimum of thirty percent (30%) of the units as a for sale product.

1.4 The development of the Property shall include the construction and operation of an upscale (3 or 4-star rating), full-service hotel as an integral component of the overall project. No more than 230 residential dwelling units may receive final approval prior to the hotel obtaining site plan approval and issuance of a building permit.

1.5 The development of the Property shall include a publicly accessible 10-foot-wide bike and pedestrian pathway and bridge across the existing wetlands, providing a direct connection between the Property and the regional Meadows Retail Center to the east.

1.6 The development of the Property shall provide public street access to both the north and the east, in addition to maintaining existing access points to the west; provided that the city of American Fork grants approval. Traffic improvements shall also include construction of a new roundabout within Woodbury's Meadows Regional Retail Center, subject to City approval.

1.7 The Developer shall conduct and submit traffic, sewer, and water capacity studies to the City to determine the adequacy of public facilities necessary to serve the development of the Property.

1.8 The waterfront and surrounding open space areas shall be improved and amenitized with active uses (walking paths, viewing areas, etc.) to allow natural surveillance and deter unwanted trespass and nefarious activity.

1.9 The Developer shall obtain all required site plan and/or subdivision approvals through the City's development review process for the Approved Use and shall comply with all applicable provisions of the Lehi City Development Code, the Design Standards, and the Public Improvements Specifications Manual.

1.10 Because of the Property's close proximity to a future transit station, the Property shall meet the design standards and parking requirements from Sections 38.070 and 38.080 of the Development Code for Transit Oriented Development as shown on Exhibit B of this Agreement. .

1.11 The ownership, maintenance responsibilities, and final configuration of open space areas, trails, wetlands, and roadways within the Property shall be determined during the site plan and subdivision review processes. These matters shall be addressed and finalized at

the time those applications are considered and approved, based on the specific design and layout details available at that stage. No commitments or dedications regarding such areas are established by this Agreement at this time.

1.12 Additional water rights shall be required for any multi-family development and for the development of the hotel as a condition of site plan consistent with Section 27.070 of the Lehi City Development Code.

1.13 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.

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

1.15 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 designated Zone at the time will be allowed.

ARTICLE 2

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 3

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 caused by the negligent acts, errors, or omissions or willful misconduct of Developer in the performance 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.

4.12Force 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.

4.13Notices.

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:
Teisha Wilson
Lehi City Recorder
153 North 100 East
Lehi, UT 84043

If to Developer:
Daniel George Properties, LLC
2400 E Katella Ave. Ste 370
Anaheim, CA 92806

4.14Entire 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.

4.15Non-Assignability; Agreement to Run with the Land. This Agreement shall not be assignable by Developer except upon the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate, or a subsidiary without the City's consent. 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

??? 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 ??? 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

COM S 1607.193 FT & W 1600.105 FT FR N 1/4 COR. SEC. 15, T51, R1E, SLB&M.; S 13 DEG 39' 0" W 628.15 FT; S 33.66 FT; S 5 DEG 15' 0" E 449.46 FT; S 23 DEG 30' 0" W 363.76 FT; N 51 DEG 59' 0" W 462.93 FT; N 7 DEG 48' 0" E 1136.22 FT; N 88 DEG 13' 0" E 462.89 FT TO BEG. AREA 13.022 AC.

Exhibit "B"

Applicable Lehi City Development Code Requirements from Sections 37.070 and 37.080

Section 38.070 Design Standards.

Development within a TOD should promote an attractive, unified architectural design. Development should be integrated and cohesive with a common architectural design theme that provides variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate lots. The TOD Design Standards are intended to create a pedestrian friendly environment by ensuring good building and overall site design, good architectural design and visual appearance, street layout, parking design, pedestrian design, lasting value, and other provisions of this Code relating to public health, safety, and general welfare of the overall community.

All buildings and structures, including residential buildings and dwellings, shall conform to the Design Standards from Chapter 37 of the Development Code. Where the requirements of this Chapter conflict with other sections of the Development Code, the more restrictive provision shall prevail unless otherwise established through the approval process of the land use plan.

A. Architecture.

1. Architectural Orientation. The front façade of all principal buildings shall face onto the street, and shall not be oriented towards a parking lot or parking structure (see Figure 2).

Figure 2. The building is oriented with the entrance facing the street and the parking located to the side and rear of the building.

2. Roof Design. Multi-family apartment and mixed use residential/commercial buildings shall utilize flat roof designs (see Figure 3). A design including pitched roof features or an overall pitched roof may be approved at the discretion of the Planning Commission.

Figure 3. The apartment building includes a flat roof design with varying parapet heights and an architectural hierarchy to the street corner.

3. Entry Features. Porches, roof overhangs, awnings, hooded front doors, pop-outs and/or other architectural façade elements shall define the front entrance to all principal structures (see Figure 4).

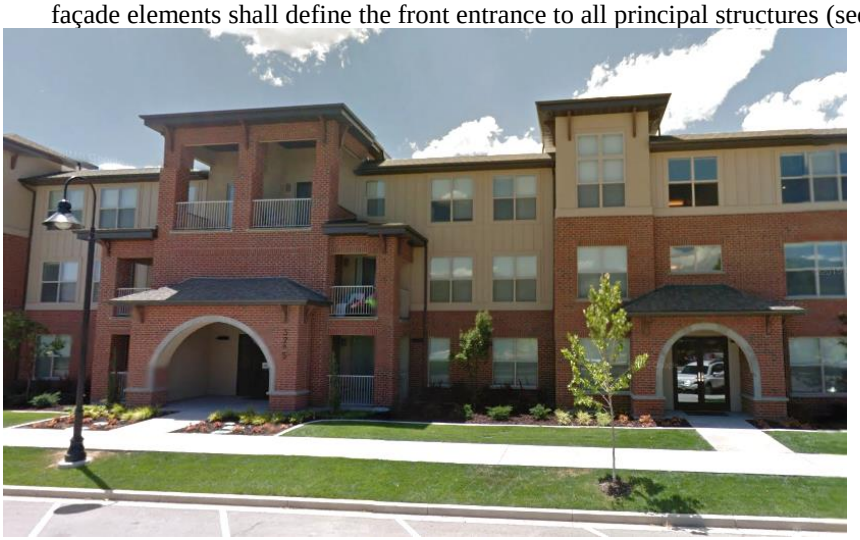


Figure 4. Building entrances include archways, pop-outs, and roof overhangs.

4. Non-residential Street Frontage. For non-residential, retail, and office buildings, a minimum of 50 percent of the front façade on the ground floor shall be transparent, consisting of true window or door openings allowing views into and out of the interior of the building (see Figure 5).

Figure 5. Retail building with clear windows on the ground floor exceeding 50% of the front façade.

5. Vertical Separation. Buildings should have a visually distinct base that creates a welcoming environment for pedestrians. The lowest level of the building should have more mass and bulk in order to be clearly delineated and scaled. The ground floor ceiling height must be greater than the upper floors (see Figure 6).

Figure 6. The ground floor includes large windows and has greater mass and height than the upper floors of the building.

6. Building Façade Features.

a) Planters, trellis features, and window boxes for flowers and climbing vines are encouraged as building façade enhancement features.
b) Building facades must be aesthetically interesting and pleasing and should avoid a uniform building style.
c) Architectural style, colors, and materials shall be compatible throughout the TOD. A palate of colors and building materials shall be submitted with the concept plan.
d) Roof access ladders and exterior scuppers with down spouts shall not be allowed on a façade facing the street.

7. Utility structures and boxes should be placed to the sides or rear of the building where possible, or equipment must be screened if placed in the front. When utility equipment is placed on the sides or rear of a building, unobstructed access must be provided to allow ease of maintenance.

B. Minimum Floor to Area Ratio. All development parcels in a TOD shall meet a minimum floor to area ratio (see Figure 7) of 1.25 in the initial phase of a project. The ultimate floor to area ratio shall be addressed as part of the phasing plan and shall demonstrate that surface parking lot areas may be redeveloped in a future phase of the project to ensure a critical mass of population to support transit and a diverse mix of land use.

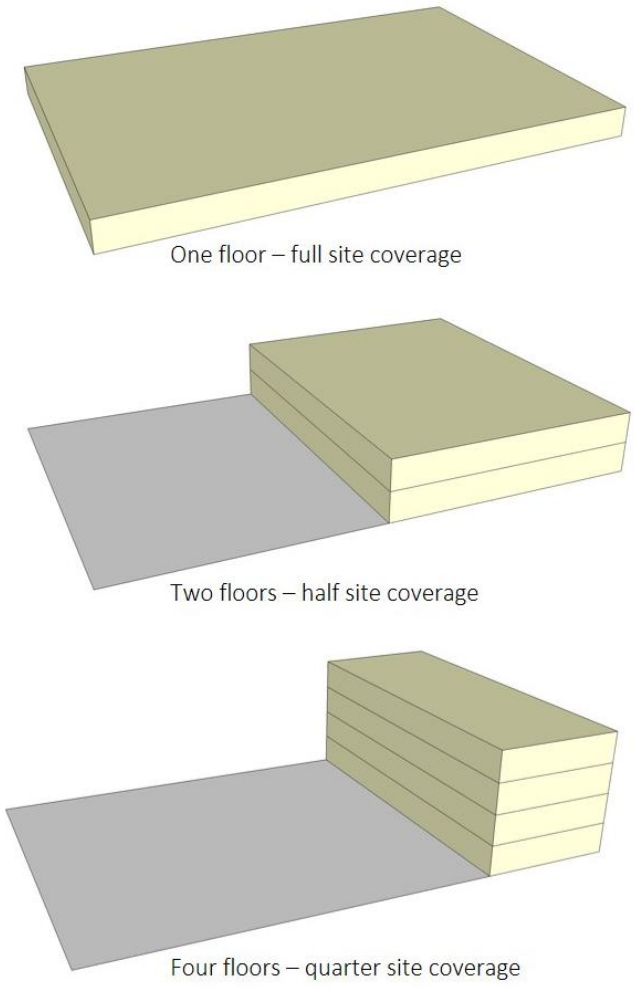


Figure 7. Three examples of a floor to area ratio of 1.0.

C. Street Patterns. Street patterns shall be oriented along a grid, as opposed to cul-de-sac and curvilinear street designs. Within the grid are sidewalks and streetscapes that encourage walking and biking, and narrow streets and other traffic calming features that favor pedestrian activities (see Figure 8). Traffic calming features include but are

not limited to curb extensions, center pedestrian refuges, raised bike and pedestrian crossings, continuous sidewalks, brick pavers or other textured street surface materials, chokers, or other feature as recommended by the Lehi City Traffic Engineer. TOD areas shall comply with the street connectivity requirements in Section 37.040 of the Development Code.

Figure 8. Pedestrian scale street layouts include shorter blocks and a greater level of connectivity.

D. Streetscapes.

1. Building Orientation. Buildings shall be oriented to the street with a minimum setback of 25 feet unless an alternative plan for power is created and agreed upon by the Lehi Power Department (see Figure 8). Parking lots shall not be located along street frontages, but at the rear of lots and screened from street view with berming, landscaping, buildings, or other screening features. A minimum of 60 percent of public and private street frontages shall include buildings at full buildout.

Figure 8. Buildings are oriented to the street with a minimal setback and power connections located to the rear of the buildings.

2. Street Trees. Street trees shall be provided on all street frontages, at a minimum of one tree for every 30 feet of right-of-way. Street trees may be clustered and need not be evenly spaced. Trees should be placed within park strip areas. Any street tree shall have a minimum planter area of 7 feet by 14 feet in accordance with the Lehi City Design Standards and Public Improvement Specifications.

3. Street Side Treatments.
   a) General Treatments.
      i. All sidewalks shall be a minimum of five feet in width.

ii. Residential streets with an average density of 20 units per acre or more shall include sidewalks with a minimum of eight feet in width. This shall be applied on a block-by block basis to determine a minimum required width. To ensure consistency in the sidewalk width and ensure enough pedestrian capacity, lower density blocks between blocks of 20 units per acre or more shall match a minimum sidewalk width of eight feet.
iii. Sidewalks shall be a minimum width of eight feet on streets within a quarter mile of a bus rapid transit or rail station.
iv. Park strips and tree planter areas shall be placed along all public and private streets with a minimum width of seven feet.
v. Park strips and sidewalks are not required on alleys. Alleys shall be a minimum of 20 feet in width and only provide access to garages or parking areas.

b) Non-Residential Treatments. Streets that include non-residential and mixed uses shall include three elements within the side treatments (see Figure 9). These elements are as follows:

i. Frontage Zone – A section of sidewalk located adjacent to the building that allows building entry, sidewalk cafes, sales displays, and raised planter beds. The minimum frontage zone width shall be five feet. Planter areas may be allowed between the frontage zone area and the building. It is encouraged that pervious materials be used for a frontage zone such as brick pavers.
ii. Pedestrian Through Zone – This is a sidewalk area that serves as the primary pathway for pedestrians. The pedestrian through zone must not be impeded by street furniture, landscaped beds, signage, displays, or sidewalk cafes. The minimum pedestrian through zone width shall be eight feet. It is encouraged that pervious materials be used for a pedestrian through zone such as brick pavers.
iii. Street Furniture/Curb Zone – This is the area located between the sidewalk and the street. Features may include street furniture, trees, planter areas, light poles, signage, and curb extensions at crosswalks. The minimum street furniture/curb zone width shall be seven feet which does not include the additional width required for curb extensions. Streets that include separated bike lanes or paths shall place the bike facility between the street furniture/curb zone and the pedestrian through zone. The minimum separated bike lane or path width shall be six feet for a one-way facility and 10 feet for a two-way facility.

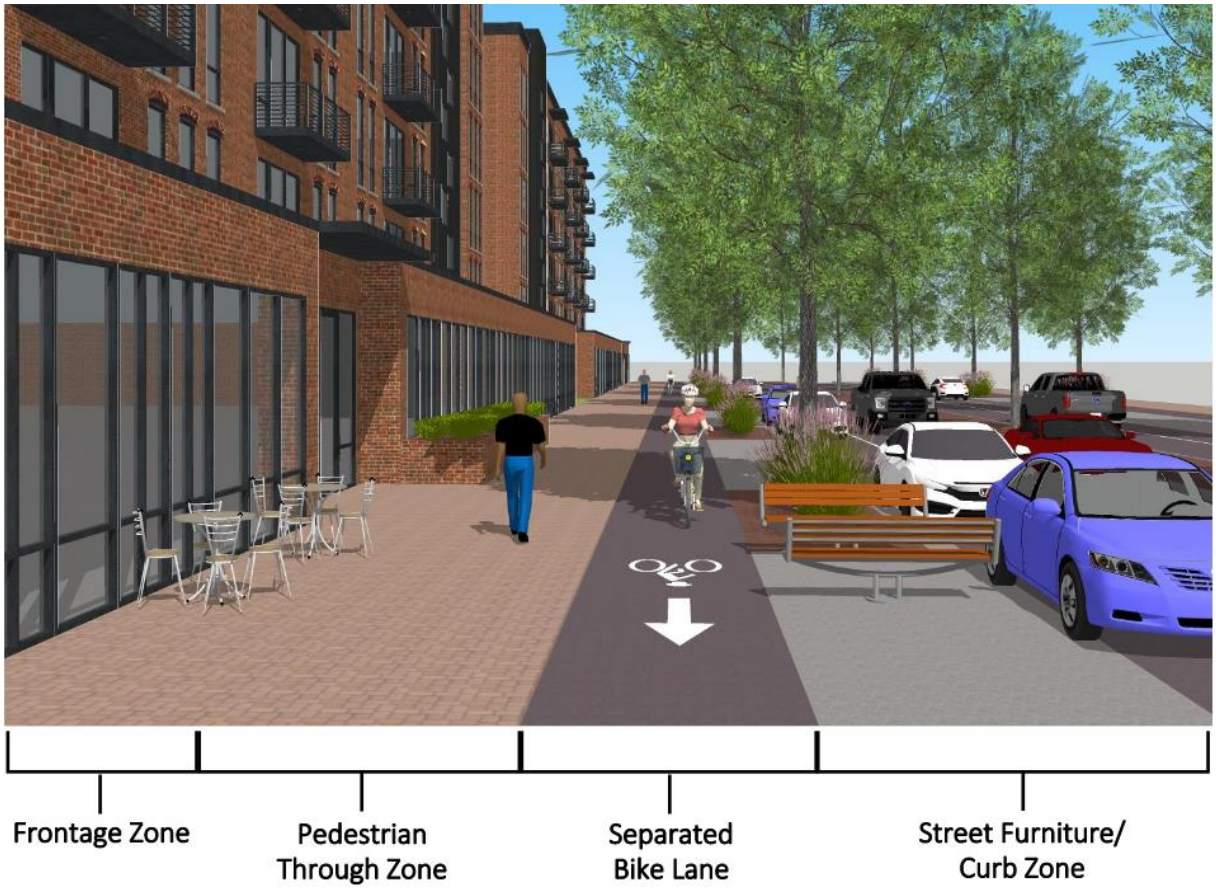


Figure 9. Side treatment zones for non-residential areas of a TOD.

4. Alleys and Interior Block Spaces. Alleys and interior block spaces shall be allowed and encouraged in all TODs. Alleys serve as alternate routes to garages and loadings docks that are unseen by the public and therefore contribute to a pedestrian-friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semi-private gardens and courtyards. Alleys are to be the primary access to parking areas and garages.

E. Street Design.

1. Traffic Calming. Traffic calming is intended to slow or reduce motor-vehicle traffic in order to improve pedestrian safety. TODs shall provide traffic calming measures, including but not limited to bulb-outs, chokers, and pedestrian refuges (see Figure 10).

Figure 10. Bulb-out provides traffic calming, increases visibility to drivers, and shortens pedestrian street crossing distances.

2. Bicycle Parking. Outdoor short-term bicycle parking facilities shall be located in a secure and well-lit area within 50 feet of a building or common facility entrance. Long-term secure bicycle parking is required for office, institutional, and multi-family residential uses (see Figure 11).

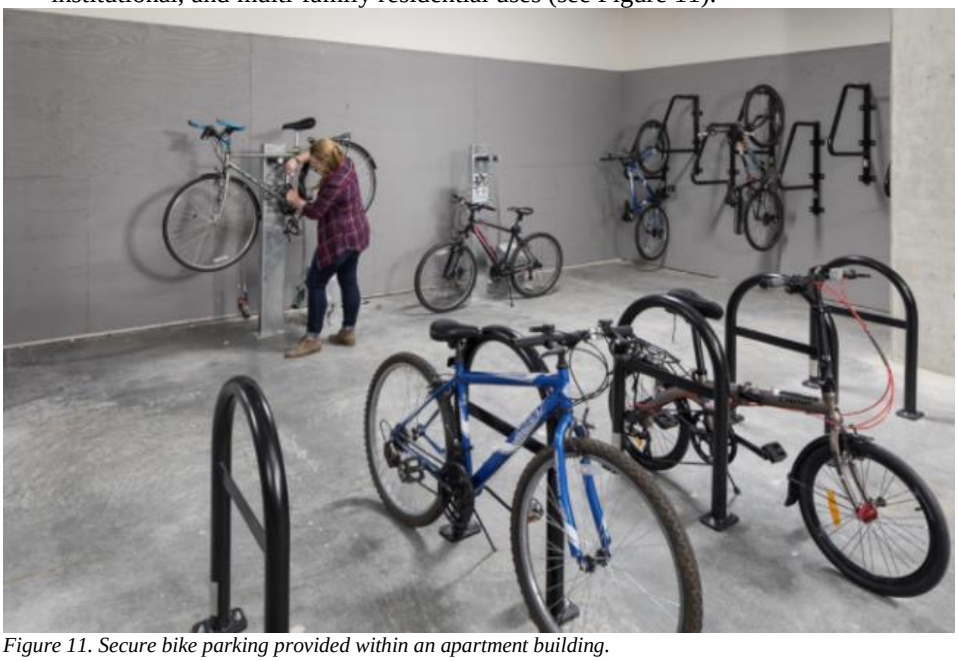


Figure 11. Secure bike parking provided within an apartment building.

3. Bike Facilities. Bike facilities shall be provided in all TODs to ensure safe and convenient local transportation options. Bike infrastructure shall interconnect all buildings within a TOD and provide connectivity to the regional bike and trails network. Bike infrastructure proposed within a TOD shall be developed and designed based on the design speed and volume of a street. The following types of bike facilities shall be provided with the given street criteria:

a. shared lanes and bike boulevards (see Figure 12) may be used where the street's posted and designed speed is 25 miles per hour or less and the existing or projected vehicular traffic volumes are 2,500 average annual daily trips or less.

Figure 12. Bike boulevards include shared lanes on a low-volume, low speed street with bike and pedestrian prioritization features.

b. Protected bike lanes shall be provided along roadways with a posted and designed speed greater than 25 miles per hour or where the existing or projected vehicular traffic volumes are greater than 2,500 average annual daily trips. Streets with two or more travel lanes in a single direction shall provide two-way bike facilities on both sides of the street. Streets with one travel lane in each direction may design a two-way protected bike lane (see Figure 13) on one side of the street or include single direction protected bike lanes on both sides of the street.

Figure 13. Two-way protected bike lanes encourage use of bikes as a safe and enjoyable form of mobility.

c. Shared use paths may be used to provide bike connectivity in an independent right-of-way through the center of a block if it interconnects with the local and regional network of bike facilities. Separated bike and pedestrian facilities shall be provided in a TOD where there are non-residential uses and where the

residential density exceeds 20 units per acre. Shared use paths are appropriate in areas with lower amounts of foot traffic to limit bike and pedestrian user conflicts.

4. Medians. Street medians are encouraged for all major collector and arterial rights-of-way. Medians serve to improve the aesthetic quality of the area, provide traffic calming, and create pedestrian refuges for street crossings. as well as a mid-block resting place for street crossings. Medians should be a minimum of six feet wide at intersections and crosswalks and a minimum of three feet wide at other portions of the road. Where medians are not included in the design of a street, bike and pedestrian crossings shall include refuge islands at intersections and mid-block crossings (see Figure 14). Center medians and crossing islands shall be designed with plowable end sections to ensure ease of winter maintenance.

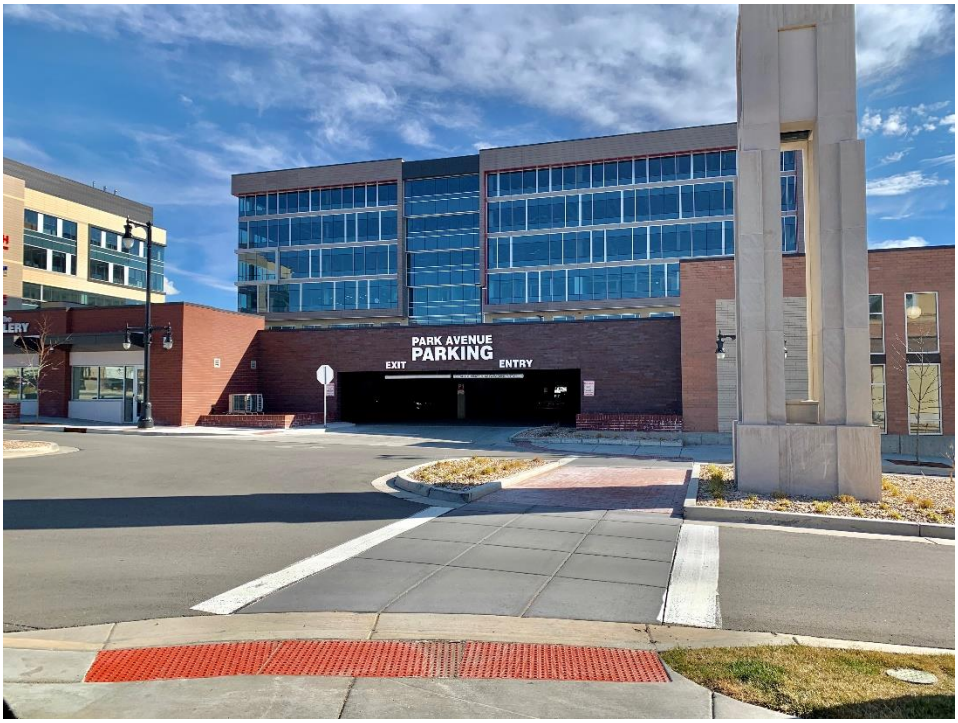


Figure 14. Pedestrian refuge within a central median.

F. Sidewalks and Pedestrian Circulation.

1. Pedestrian Circulation. Convenient and safe pedestrian circulation systems shall be provided to minimize pedestrian-auto conflict and shall be provided continuously throughout each TOD. All streets, except for alleys, shall be bordered by sidewalks and park strips on both sides of the right-of-way, in accordance with the Lehi City Design Standards and Specifications.

2. Walkway Connections. Pedestrian walkways shall interconnect all building entrances, sidewalks, parking areas, open spaces, public and private streets, and transit stations.

3. Primary Pedestrian Corridor. A primary pedestrian corridor shall be developed through a TOD to collect pedestrians and direct them to the transit station and shall meet the following requirements:

a) the corridor shall include a minimum 10-foot wide walkway constructed of concrete or brick pavers.
b) the corridor must be visible from adjacent buildings, parking areas, and the transit station.
c) wayfinding signs shall be placed to direct pedestrians to the transit station and to other nearby destinations.
d) landscaping shall be placed along both sides of the walkway with a minimum width of 10 feet with trees spaced every 30 feet in planter areas.
e) benches and trash receptacles shall be placed along the walkway.

f) the walkway shall be well lit with pedestrian scale lighting.

g) crime prevention through environmental design (CPTED) standards shall be utilized to increase natural surveillance and deter crime. The following shall be incorporated in the design of the walkway:

i. the walkway shall not be obstructed with opaque fencing,

ii. entrapment zones (areas with low visibility and no alternative exits) shall not be created with the placement of fencing, buildings, or other features; and

iii. windows on building facades facing the walkway shall have clear glass.

h) the walkway shall connect directly to the transit station and interconnect adjacent buildings, streets, open spaces, and parking areas.

i) sidewalks from adjacent buildings and streets shall stub into the walkway.

4. Raised Walkways. Where practical, pedestrian walkways shall be raised above grade of streets, drives, parking lots, and other paved areas. Where pedestrian walkways cannot be raised, they shall be constructed of a material differing in texture, material, or color.

5. Continuous Sidewalks and Bike Facilities. Flared drive approaches that ramp up to the sidewalk and bike path level or other raised crossing (see Figure 15) shall be used where local private streets, alleys, driveways, commercial accesses, and any other private access crosses a sidewalk, trail, protected bike lane, or other bike path. Private streets may ramp down after crossing sidewalks and bike facilities.

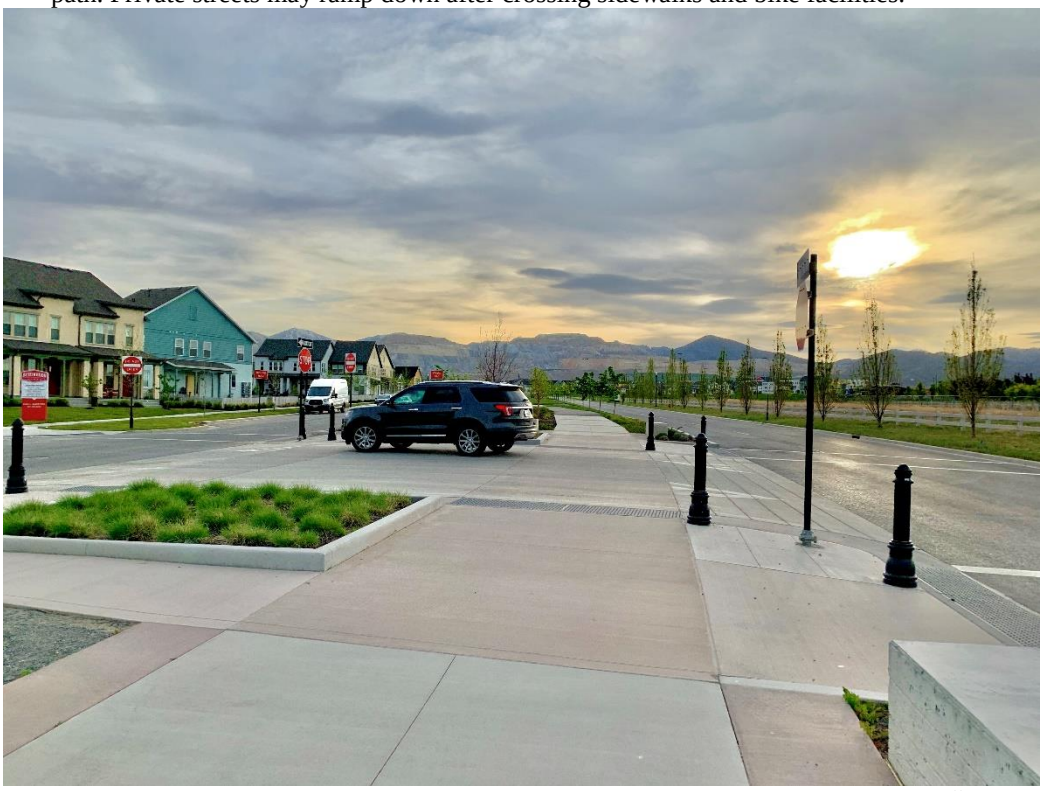


Figure 15. The trail and sidewalk run continuously and built with consistent materials whereas vehicular traffic must ramp up to cross the bike path and sidewalk. This slows traffic at a bike and pedestrian conflict point and indicates to drivers that they are entering a bike and pedestrian space.

G. Signage.

1. General Signage Concepts. Proper design and placement of signs and their lighting shall be compatible with structures and uses. Signs shall meet the requirements of Chapter 23 of the Development Code where not specifically regulated in this section.

2. Number of Signs. The number of signs on a structure shall be limited and placed in areas that contribute to the architecture of the building. Signs shall not overpower a storefront nor obscure display windows or significant building features.

3. Encouraged Signs. Wall signs, awning signs, canopy signs, projecting signs (see Figure 16), and suspended signs shall be encouraged.

Figure 16. Projecting sign is pedestrian oriented and contributes to the character of the building.

4. Discouraged Signs. Monument signs and directional signs are discouraged. If approved, the maximum height of a monument sign shall be four feet in height and shall be used to advertise by multiple tenants and/or users.

5. Electronic Display Sign. Signs with Electronic Display Sign, as defined by Chapter 23 of the Development Code, shall not be permitted in the TOD Zone.

6. Pylon Signs. Pylon signs, as defined by Chapter 23 of the Development Code, shall not be permitted in the TOD Zone.

Section 38.080. Parking requirements.

A. A successful TOD can significantly reduce per capita motor vehicle travel, thus parking requirements within a TOD may be reduced from the minimum standards as required by Table 37.090 of this Code. As the intent of a TOD is to encourage pedestrian activity and transit ridership, a developer may request a reduction in the number of parking spaces by City approval, providing that the developer submit information as to the forecasted trips generated in contrast to what is forecasted for transit ridership for the TOD. Requests for a reduction in parking may be approved by the City Council, following review by the DRC and Planning Commission.

B. Shared parking agreements shall be encouraged between all uses within a TOD, as per the provisions of Chapter 37 of this Code.

C. On-street parking is permitted and encouraged, and shall be included in the total development required parking calculations, if incorporated. On-street parking shall be included in the required parking calculations for a use or structure which fronts, and is adjacent to the on-street parking stall.

D. Ingress and egress for parking lots shall be from side streets or alleys.

E. All parking lots shall be located behind or on the side of buildings (see Figure 17). Parking and maneuvering areas shall not be located between the primary entrance to a building and the abutting street, unless its purpose is to provide a direct life-safety function. If parking is located on the side of the building, rather than at the rear, screening and buffering shall be provided to minimize the visual impact.

Figure 17. Off-street parking is located on the rear sides of the buildings.

F. A parking lot or garage may not be adjacent to or opposite a street intersection, nor may any portion of a parking lot front a collector-size or larger classified street without specific City approval.

G. For all residential structures within a TOD, the physical and visual presence of garages and parking structures shall be minimized. Where garages are attached to a residential dwelling, the dwelling must be a rear-loading configuration that requires the garage to be accessed by an alley. The front door of the unit must face the street or greenway and include a sidewalk connection. Multi-family developments that include a parking structure must conceal the structure behind or be wrapped around by the primary residential structure (see Figure 18).

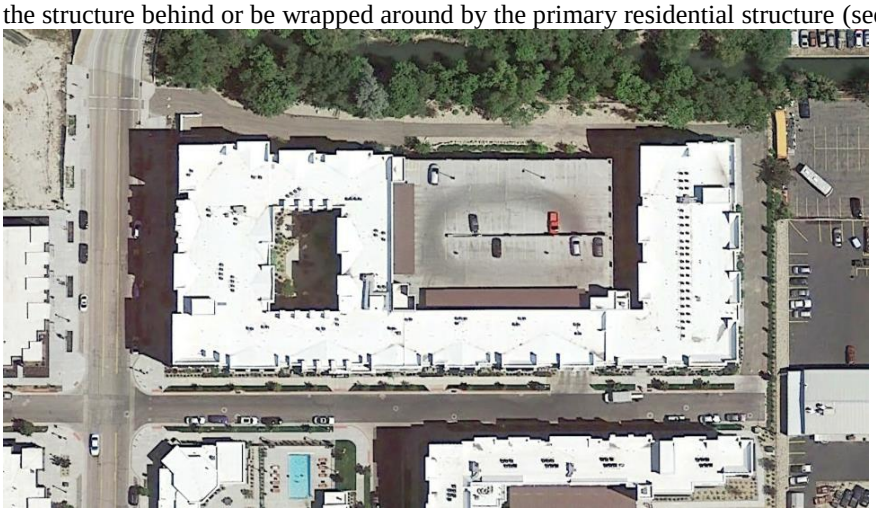


Figure 18. The primary residential structure conceals the parking structure.

To help reduce parking demand. increase use of transit and active transportation, and increase social equity to moderate or low income households, it is encouraged that parking costs for multi-family residential projects be unbundled from apartment rental rates. Parking fees can be charged separately for residents who would like to have a designated parking space. It is encouraged that annual transit passes be provided to all residents within a multi-

family residential project to encourage greater transit use. This option is intended to reduce the number of needed parking spaces and should be approved with a reduction to required parking.

Agenda Item No: 5.11

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #72-2025, approving the Water's Edge General Plan Amendment on approximately 13.02 acres located at approximately 1300 East 175 South, changing the land use designation from Transit Oriented Development to Mixed-Use (tabled from the 9/23/25 City Council meeting).

Suggested Action:

Attachments:

CC Staff Report Water's Edge General Plan Amendment 09.23.25.docx

Water's Edge General Plan Amendment DRC 08.13.25.docx

Waters Edge General Plan Amendment narrative.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

Ord 72-2025.docx

WATER'S EDGE GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Bob Perdue		
Meeting Date	September 23, 2025		
Requested Action/Purpose	Approval of an amendment to the General Plan		
Decision Type	Legislative		
Location	Approximately 1300 East 175 South		
Acreage	13.02 acres		
Existing Zoning	Commercial		
Existing General Plan Land Use Designation	Transit Oriented Development (TOD)		
Proposed Land Use Designation	Mixed-Use (MU)		
Existing Land Use	Undeveloped and Wetlands		
Adjacent Zoning and Land Use	*North*	Commercial	Strip Mall
	South	Commercial	Undeveloped and Wetlands
	East	American Fork	Walmart
	West	C/TOD	Lehi Tech Apartments and MetalMart
Date of DRC Review	August 13, 2025		
Date of Planning Commission Review	August 28, 2025		
Assigned Planner	Brittney Harris		

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.

GENERAL PLAN DESIGNATIONS

TRANSIT ORIENTED DEVELOPMENT (TOD) The Transit Oriented Development (TOD) areas will utilize existing FrontRunner infrastructure and planned bus rapid transit (BRT) infrastructure for denser development around the proposed and existing stops. This classification will allow for higher density development and a mix of uses that will encourage more active transportation with reduced automobile dependence. These uses will include retail, restaurant, employment, residential, hospitality, entertainment, and other compatible uses.

MIXED USE (MU) The Mixed Use (MU) classification combines a number of land uses within a specific geographic area. These uses may include higher density residential and may also serve as destinations or corridors of activity. They may build on the existing fabric, such as along State Street or Main Street, or may occur as new nodes of activity. This classification may contain a mix of uses including office, higher education, high-density housing, specialty retail, restaurants, public facilities, sporting venues, and cultural spaces. Maintaining a substantial residential population within these areas is critical to their long-term success. Ensuring that the area is populated in the evenings and on weekends will support a lively, active, and vibrant center.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

COORDINATION AND SUSTAINABILITY Coordinate development efforts to meet the needs of the present without compromising the ability of future generations to meet their own needs.

COMMUNITY SERVICES AND INFRASTRUCTURE Provide community services and infrastructure that adequately supports the growth of the City and region
Strategy 3 Design new development to discourage sprawl and over-consumption of land and to maximize investment in existing and new infrastructure.

MIXED USE DEVELOPMENT Create walkable and vibrant districts with a complimentary mix of land uses and densities in the historic downtown, urban center, transit oriented development areas, and other areas of concentrated density.
Strategy 1 Implement the 3 D's (diversity, density and design) of mixed use development that supports alternative modes of transportation such as walking, biking, and transit.

PROPERTY HISTORY

June 24, 1997	Property came into the City as part of the Kolob Mountain Ranch Annexation
November 10, 2016	City Council approved the Water's Edge Concept Plan

REPORT ANALYSIS

The applicant requests approval of a General Plan Amendment from Transit Oriented Development (TOD) to Mixed Use (MU) on approximately 13 acres located at approximately 1300 East and 175 South.

The applicant indicated their intent to develop a combination of multi-family housing and commercial uses on the site. While the current TOD designation allows for this type of development, two existing resolutions restrict rezoning to TOD until the Utah Transit Authority (UTA) establishes a timeline for transit development. Because the applicant intends to proceed with development in the near future, they are seeking a change to the Mixed-Use designation, which does not have restrictions on rezoning. The City Council may want to consider the stricter design and development requirements in the TOD zone.

No updated concept plan was submitted with the application. The previously approved concept plan, dated November 2016, expired at the end of 2018.

The Development Review Committee (DRC) provided four informational comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendment to the General Plan. Any motion should include findings. Possible findings include:

1. The proposed amendment to the Lehi City General Plan is/is not detrimental to the public health, safety, and welfare of Lehi City.
2. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
4. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
5. 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.
6. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed General Plan Amendment on August 28, 2025. The minutes and motion from that meeting follow:

3.6) Public hearing and recommendation of Bob Perdue's request for review of the Water's Edge General Plan Amendment on approximately 13.02 acres located at approximately 1300 East 175 South, changing the land use designation from Commercial to Mixed-Use.

Brittney Harris presented the item. The General Plan has the area designated as a Transit Oriented District (TOD), but the actual plot is currently zoned for commercial development. There was a site plan approved in 2017, which has since expired. There are currently two resolutions from City Council causing issues with the project, one that prevents any development until UTA provides a schedule for transit construction, and one that allows sanctuary to come in for a TOD, however this property is not where the city would want a transit station, so the plot doesn't qualify. Changing the designation to Mixed Use would require them to come in with a land use plan before development could begin.

Commissioner Everett clarified that the land would still be within the half-mile radius that defines a TOD. His worry is losing control over how much residential and commercial development happens on the property.

The applicant, Bob Perdue, was present. He explained that the area is currently surrounded by commercial property, vacant land, and apartment buildings, which is why he's opting for Mixed Use. No initial plans have been submitted yet, as there are several different plans in the works. The current plan is to have some hospitality development and smaller commercial projects intermixed with residential properties. He has noticed some homeless encampments and dumping happening on the property.

Commissioner Jackson asked about the ownership history of the property and what happened to the previous site plan. Perdue explained that it was previously owned by Pat Nelson, who had several different plans over the years that were prevented due to significant financial issues, which put the property in foreclosure. It was purchased by the current

owner about a year ago.

Commissioner Everett asked what percentage of the parcel is buildable, as it contains a large section of wetlands. There are about 9.5 developable acres according to an engineering study which was just completed. Commissioner Everett asked if there would be one access point to the development or two. There are currently two, but the developer is working on third and fourth access points, which would reach adjacent property, and cross the wetlands to provide access to the Walmart parking lot. It is a large project, requiring approval from a variety of people and organizations, which is what the property owner is doing now. Commissioner Eyre mentioned that the last site plan contained a pedestrian access point. Perdue explained that this project includes both pedestrian and auto access.

Commissioner Jackson opened and closed public comment.

Commissioner Everett asked about how many residential units would be allowed in a Mixed Use zone as opposed to a TOD, and if there would be a limitation set on homes or rentals built. Harris explained that 330 residential units would be allowed regardless of whether the lot was zoned Mixed Use or TOD. The city won't know how many units will actually be built until plans are submitted to engineering. The main change that would happen if the zone changed would be the city losing some amount of review over what uses would be allowed, and a change in design standards.

Commissioner Everett asked if any other TODs have been developed in Lehi. There have been two. Commissioner Lockhart asked why the city would be okay redesignating land that is in a TOD, as they are already a contested topic municipally. Harris explained that the property has been in limbo due to the two resolutions in play. Mike West explained that the purpose of the resolutions was partly to pressure UTA into letting the city know where and when transit is coming to avoid developing high density in areas where there may or may not be stations in the future. He also shared that this anticipated station location hasn't changed over the years, so it feels slightly safer to redesignate this for high density than it does for others. Commissioner Lockhart worried that changing the land use designation for the plot would undermine City Council's decision to put the resolutions in play. Commissioner Jackson shared frustration over the lack of effort on UTA's part. He has no issues with the development, as he worries more about the city being left high and dry by UTA. Mike West further clarified that the resolution is broad-reaching while each individual TOD is unique. The TOD being discussed today currently has 15 minute bus service, so it is already a transportation hub. Harris shared that the Commission could suggest repealing the resolutions in their motion.

Commissioner Everett shared that he can see this being a functioning TOD with development, but worried about losing any hold the city may have over UTA by skirting the resolution. He also shared worries over passing over the development and losing out on amenities that will come with the project. He thinks the end result is going to be similar either way, it's just a matter of how soon the development is allowed to happen.

Commissioner Lockhart emphasized her stance of not wanting to undermine City Council, as they have made their goals clear with the passed resolutions. The position of the Commission is to investigate whether new development meets the city's current established goals. Commissioner Jackson agreed; he didn't like the idea of becoming a body that dismisses City Council's decisions. The Commission agreed that while they liked the project, they generally felt uncomfortable with suggesting overturning current legislation.

Commissioner Eyre clarified that the biggest difference in changing the zone would be that the amount of commercial development in the area would be limited. Harris further clarified that a Mixed Use zone doesn't require as much commercial development as a TOD, but that the number of residential units would remain the same. Additionally, the developer will likely want to develop the non-residential land as well. The city also has ways of minimizing commercial properties within the TOD, if needed.

Perdue shared that his architect is closely connected to the City Council and has been back and forth with them for a long time trying to get a waiver of moratorium for the TOD. The developer would prefer to develop under the TOD zoning, but they have been unable to get feedback from either UTA or Lehi City Council. Since there has been no movement, they submitted the General Plan Amendment.

Commissioner Lockhart shared that the resolutions are working as they are intended by keeping developers stuck and maintaining the TODs as they are.

Motion: Commissioner Everett moved to give a positive recommendation to the city council with the findings that the proposed amendment is not detrimental to the health, safety, and public welfare of Lehi City, and that the proposed General Plan Amendment is consistent with the land uses and zoning of nearby and adjoining properties. He included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Lockhart, no. Commissioner Everett, yes. Commissioner Eyre, yes. Commissioner Jackson, no. Commissioner Kunze, no.

Motion failed with two in favor, three against.

Commissioner Jackson said that he would prefer to send a neutral recommendation. Commissioner Eyre is against neutral recommendations as he finds them milquetoast. Commissioner Lockhart worried about the potential domino effect of rezoning the TOD and opening doors for other TOD plots to be rezoned. Commissioner Kunze clarified that the resolution has been in place for five years without any action from UTA.

Motion: Commissioner Lockhart moved to give a negative recommendation to the Lehi City Council with the recommendation that they strongly consider their resolution halting TOD development, and identify that this application is an example of how that resolution is going to undermine the concept of a TOD moving forward with or without UTA. She included all DRC comments.

Commissioner Jackson asked for the motion to be amended to include that the Commission liked the project as a possible benefit for Lehi.

Amended Motion: Commissioner Lockhart moved to give a negative recommendation to the Lehi City Council with the recommendation that they strongly consider their resolution halting TOD development, and identify that this application is an example of how that resolution is going to undermine the concept of a TOD moving forward with or without UTA. The verbal ideas presented for the use of the land are appealing and sound like a good concept going forward, but there is an issue with having a resolution that forces applicants to look at other designations that are inconsistent with the general plan and undermine the health, wellbeing, and future longevity of a TOD for the city as a whole in the future. She included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Lockhart, yes. Commissioner Everett, no. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed with four in favor, one against.

Water's Edge General Plan Amendment
DRC Redline Comments

Bob Perdue- requests review of the Water's Edge General Plan Amendment on approximately 13.02 acres located at approximately 1300 East 175 South, changing the land use designation from Transit Oriented Development to Mixed Use.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Bob Perdue
Date of Plans Reviewed: 8/4/25
Time Start: 1:43pm
Time End: 1:48pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Power circuit capacity in this area is limited. Therefore, a power circuit study will be required for this development.

Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering: No comments
Luke – Traffic: No comments
Kim – Planning:
2. The General Plan is currently TOD, the zoning is Commercial. Update narrative to reflect this.
3. The Water's Edge concept plan has expired (all land use approvals are good for two years). That concept was approved November 10, 2016. That concept does not bear any weight for this General Plan Amendment application.
4. The City Council and Planning Commission should consider the impact of changing the designation from TOD, which is intended to provide a mixed-use development that complements the future transit station in this area. There are design requirements that are important to get right that are included in the TOD designation that are not in MU. Part of allowing density in this area is to make sure there are the necessary design features that provide some good open space and prioritize walkability.

DRC COMMENTS:

TRANSIT ORIENTED DEVELOPMENT (TOD) The Transit Oriented Development (TOD) areas will utilize existing FrontRunner infrastructure and planned bus rapid transit (BRT) infrastructure for denser development around the proposed and existing stops. This classification will allow for higher density development and a mix of uses that will encourage more active transportation with reduced automobile dependence. These uses will include retail, restaurant, employment, residential, hospitality, entertainment, and other compatible uses.

MIXED USE (MU) The Mixed Use (MU) classification combines a number of land uses within a specific geographic area. These uses may include higher density residential and may also serve as destinations or corridors of activity. They may build on the existing fabric, such as along State Street or Main Street, or may occur as new nodes of activity. This classification may contain a mix of uses including office, higher education, high-density housing, specialty retail, restaurants, public facilities, sporting venues, and cultural spaces. Maintaining a substantial residential population within these areas is critical to their long-term success. Ensuring that the area is populated in the evenings and on weekends will support a lively, active, and vibrant center.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 28th

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.

Proposed General Plan Amendment Request

Lehi City Planning Department

Subject: General Plan Amendment for Lehi Waters Edge

APN: 13-001-0127

We respectfully submit this request for a General Plan Amendment and zoning change for the 13.02-acre parcel located within Lehi City, currently designated as C–Commercial. We propose reclassifying this property under a Mixed-Use designation to better align with the surrounding context and support a more integrated, sustainable development vision.

Currently, the site remains undeveloped. Approximately 3.5 acres are classified as wetlands, with the remaining ~9.5 acres available for active development. The property is strategically located, surrounded on three sides by existing commercial and retail developments. Key neighboring uses include:

- South: Interstate 15
- East: Walmart Supercenter
- North: Multi-tenant commercial and retail buildings
- West: MetalMart, Lehi Tech Apartments, and additional commercial and residential uses

While the site does not currently front any major roadways, it benefits from two established access routes:

- Primary access from a fee-owned road to the west, linking the parcel with S 1350 E and S 1200 E Streets, both of which connect to Main Street
- Secondary access via a permanent easement to the north, traversing the Woodbury commercial center and connecting to Main Street and State Street

Given the site's context, the current C–Commercial zoning may no longer represent the highest and best use. In contrast, Mixed-Use zoning will unlock the property's full potential, allowing for a thoughtfully integrated combination of:

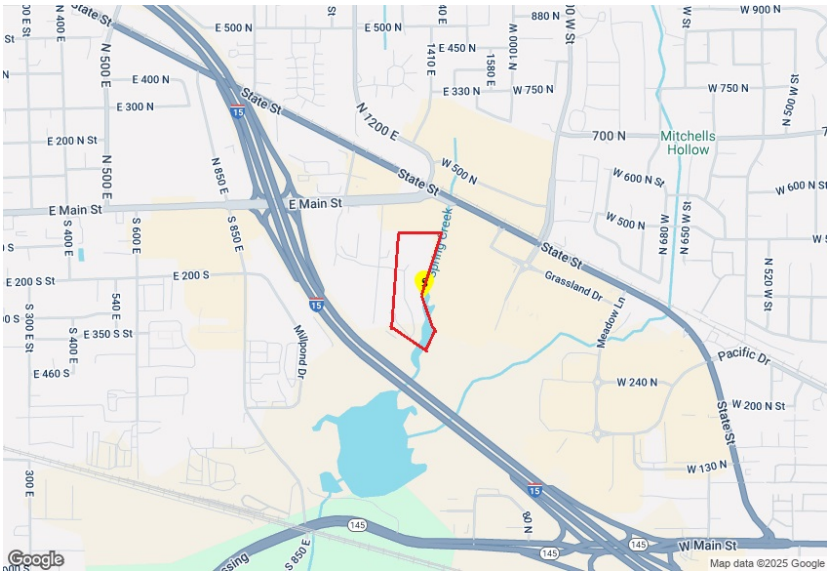
- Multifamily apartments and for-sale housing
- Hotel accommodations
- Ground-floor retail, dining, and commercial services

This blend of residential, commercial, and hospitality uses will not only activate the underutilized site but also create a walkable, community-oriented environment that enhances the surrounding area. Residents will benefit from direct pedestrian access to nearby shops, services, and employment centers, reducing vehicle dependency and supporting local businesses.

This proposed amendment supports Lehi City's long-term vision for smart growth, infill development, and balanced land use. It will:

- Provide much-needed housing options to meet regional demand
- Attract new businesses and hospitality services
- Generate increased tax revenue and economic activity
- Complement adjacent commercial developments
- Improve quality of life for residents and the broader community

We are confident that this Mixed-Use designation will create a vibrant, connected, and economically valuable addition to Lehi City.



WATER'S EDGE GENERAL PLAN AMENDMENT

Aerial

0 445 890 1,780 Feet

LEHI CITY

WATER'S EDGE GENERAL PLAN AMENDMENT

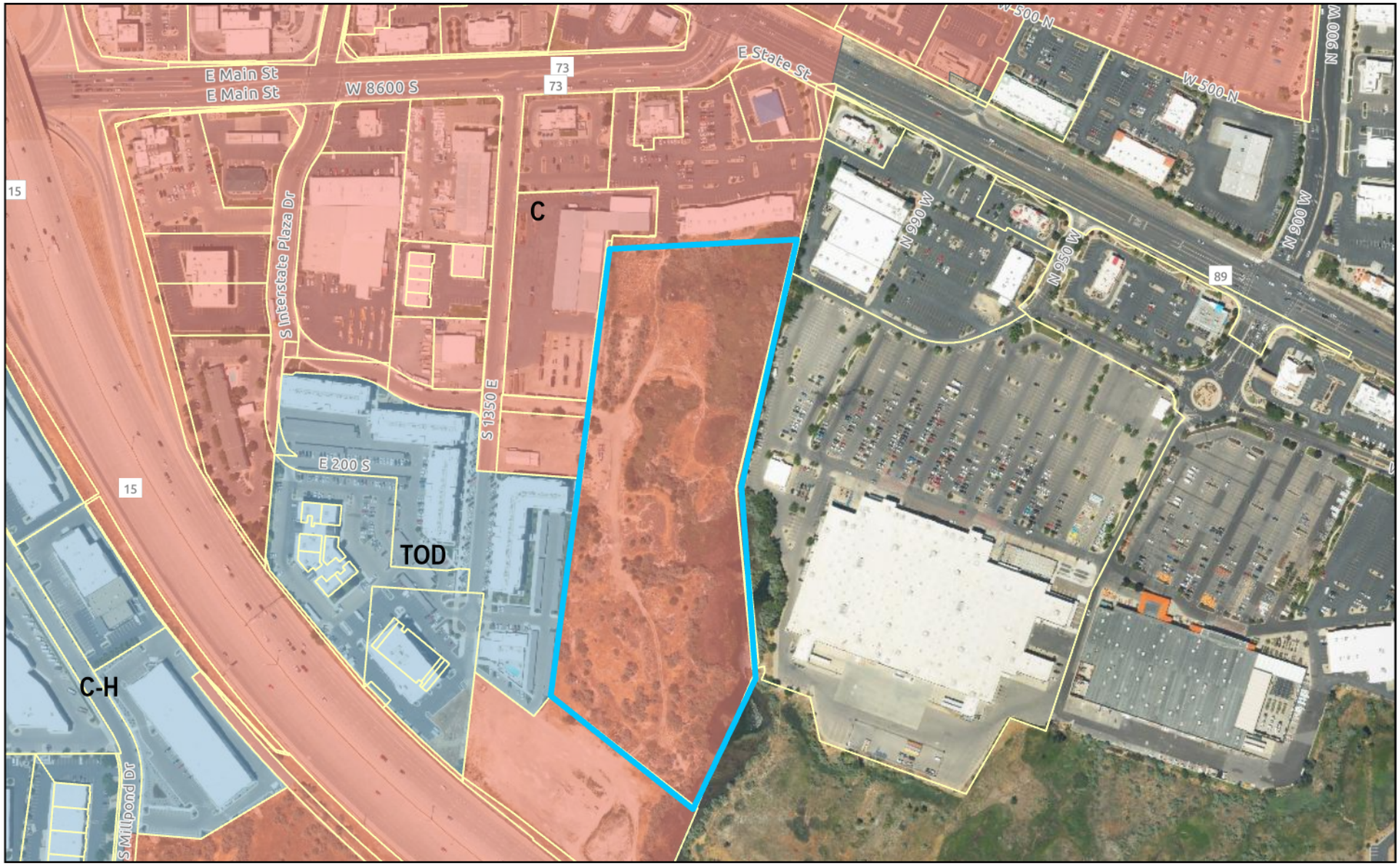
General Plan

0 445 890 1,780 Feet

LEHI CITY

WATER'S EDGE GENERAL PLAN AMENDMENT

Zoning



0 445 890 1,780 Feet

LEHI CITY

ORDINANCE NO: 72-2025

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP AT APPROXIMATELY 1300 EAST 175 SOUTH

WHEREAS, on September 23, 2025, 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 August 28, 2025, to review and make a recommendation on the General Plan Amendment located at approximately 1300 East 175 South, changing the land use designation from Transit Oriented Development (TOD) to Mixed-Use (MU), as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on September 23, 2025, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map, changing the land use designation to Mixed-Use (MU).

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 to the Mixed-Use designation. The total amendment will include approximately 13.02-acres of property located at approximately 1300 East 175 South, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 72-2025 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 23rd day of April 2025.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Water’s Edge General Plan Amendment Legal Description

COM S 1607.193 FT & W 1600.105 FT FR N 1/4 COR. SEC. 15, T51, R1E, SLB&M.; S 13 DEG 39' 0" W 628.15 FT; S 33.66 FT; S 5 DEG 15' 0" E 449.46 FT; S 23 DEG 30' 0" W 363.76 FT; N 51 DEG 59' 0" W 462.93 FT; N 7 DEG 48' 0" E 1136.22 FT; N 88 DEG 13' 0" E 462.89 FT TO BEG. AREA 13.022 AC.

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-93, approving the JDH Property Development Agreement adding 30 residential units to the West Project Development Agreement, affecting 2146 West and 2198 West Stockton Lane.

Suggested Action:

Attachments:

CC Staff Report JDH Properties Development Agreement 12.16.25.docx

JDH Propertiies Development Agreement DRC 10.15.25.docx

JDH Property Development Agreement.pdf

JDH Aerial.pdf

JDH General Plan.pdf

JDH Zoning.pdf

Res 2025-93.docx

JDH PROPERTIES' DEVELOPMENT AGREEMENT

CITY COUNCIL REPORT

Applicant	John Hadfield
Meeting Date	December 16, 2025
Requested Action/Purpose	Approval of a proposed Development Agreement
Decision Type	Legislative
Date of DRC Review	October 15, 2025
Date of Planning Commission Review	November 13, 2025
Location	Approximately 2200 West Stockton Lane

REQUIRED ACTION

Planning Commission	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 STATE CODE REGULATIONS

10-9a-532

(2) (a) A development agreement may not:

(i) limit a municipality's authority in the future to:

(A) enact a land use regulation; or

(B) take any action allowed under Section 10-8-84;

(ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or

(iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

REPORT ANALYSIS

The applicant requests approval of the JDH Properties Development Agreement adding 30 residential units to the West Project Development Agreement.

The West Project Development Agreement was approved in 2022 with the East Development Agreement. These original agreements provided for the land to create the loop road around the Common Spirit Holy Cross Hospital and allowed 125 residential units on the parcels located at approximately 2200 West Stockton Lane.

This new Development Agreement would add an additional 30 residential units to the 125 totaling 155 residential units. This number will increase the viability of development. This location also provides a good place for people to live near restaurants, the Rail and Murdock Trail systems, and quick freeway access.

The Reviewing Departments had five redline comments including:

1. City Council consider changing the zoning as part of this. Having residential in a commercially zoned area is legal non-conforming, can lead to struggles with insurance for the owners, and brings up weird questions if someone wants to open a commercial business in their apartment and they are zoned commercial, is it allowed or not? It is so much cleaner when we rezone to a residential zone.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed Grant's Corner Development Agreement revision. Any motion should include findings. Possible findings include:

1. Adding residential units to this area will provide people close access to restaurants, trail and regional road access.
2. The proposed Development Agreement amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed development agreement on November 13, 2025. The minutes and motion from that meeting follow.

3.9) Public hearing and recommendation of John Hadfield's request for review of the JDH Property Development Agreement adding 30 residential units to the West Project Development Agreement, affecting 2146 West and 2198 West Stockton Lane.

Caden Petersen presented the item. It was previously approved in 2022 with the east agreement and will increase the viability of the development.

Mark Scales was present, representing JDH Development. He had no additional comments.

Commissioner Eyre asked if this was the same property presented earlier as a different project. It is the same property with a different developer. Commissioner Eyre asked about the possibility of a pedestrian crossing over the railway. The railway crossing is not a part of this project.

Commissioner Jackson opened and closed public comment.

Motion: Commissioner Kunze moved to give a positive recommendation to the Lehi City Council with the findings that adding residential units to this area will provide people with close access to

restaurants, trail, and regional road access, that the proposed development agreement amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements. She included all DRC comments. Commissioner Eyre seconded.

Vote: Commissioner Everett, no. Commissioner Lockhart, no. Commissioner Eyre, yes. Commissioner Jackson, yes. Commissioner Kunze, yes.

Motion passed three to two with Commissioners Everett and Lockhart against.

JDH Property Development Agreement
DRC Redline Comments

John Hadfield- requests review of the JDH Property Development Agreement adding 30 residential units to the West Project Development Agreement.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Gary Ellis, James Farnsworth, Luke Seegmiller, Brad Wilbur
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 10/07/25
Time Start: 1:28pm
Time End: 1:34pm

DRC REDLINE COMMENTS:
Glade – Power:
FYI development of this site will require a circuit study. (or update to previous study) to determine capacity available or projects needed to provide power capacity.
Brad – Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary S. – Building/Inspections: No comments
Shelbey – Public Works: No comments
Gary E. – Engineering:
1. Add "Subject to the terms and conditions of this Agreement"
2. Update language to reference the west project development agreement that runs with the land. The later sentence makes it sound like it is not valid anymore and this new agreement is the only binding agreement.
3. Any needed infrastructure to support this development shall be paid for by the developer.

Luke – Traffic: No comments
Kim – Planning:
4. City Council consider changing the zoning as part of this. Having residential in a commercially zoned area is legal non conforming, can lead to struggles with insurance for the owners, and brings up weird questions if someone wants to open a commercial business in their apartment and they are zoned commercial, is it allowed or not? It is so much cleaner when we rezone to a residential zone.
5. We need to include the elements from the original development agreement, including having the connecting trail.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 13th

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.

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 JDH Development, L.L.C., a Utah limited liability company and/or its assigns ("***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 owns that certain real property containing approximately 3.8383 acres and located in City as more particularly described on Exhibit A attached hereto (the "***JDH Property***").

C. City entered into the West Project Development Agreement on March 10, 2022 with Lehi Pointe L.L.C. for a mixed commercial and residential development. Developer has purchased the residential development from Lehi Pointe L.L.C. with the intent of moving forward with the residential development. Subject to the terms and conditions of this Agreement, Developer desires to develop the JDH Property as a residential development (the ***JDH Property*** together with all such improvements is referred to as the "***JDH Project***").

D. City recognizes that the development of the ***JDH Project*** may result in tangible benefits to City including better roadway connectivity in the area; and that the ***JDH Project*** may enhance further economic development efforts in the vicinity of the Property, and City is therefore willing to enter into this Agreement, subject to the terms and conditions set forth 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 Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the proposed development of the ***JDH Project***. It is the desire of the respective Parties that development of the Project proceed in such a manner as to benefit the residents of City as well as Developer. This Agreement contains certain requirements for land use and development of the ***JDH Project*** in addition to those contained in the Lehi City Development Code (the "***Code***"), City ordinances, design standards, rules and regulations of the City governing the development of real property within the City as of the Effective Date (collectively, the "***Ordinances***").

1.2 Permitted Uses. Per the West Development Agreement which granted rights to Developer, the project area is already permitted for 125 multifamily residential (apartment, condominium, or townhome) units. Upon approval of the Agreement, the ***JDH Project*** shall be permitted 30 multifamily residential (apartment, condominium, or townhome) units. Total number of permitted units for the project area not to exceed 155 multifamily residential (apartment, condominium, or townhome).

1.3 Description of the JDH Project. Developer intends to develop the ***JDH Project*** into stacked residential units, with related amenities, that will enhance the potential success of the new retail shopping and restaurant uses in the area. Developer will develop the ***JDH Project*** under the current Commercial Zone and any residential development shall comply with the standards and approval procedures for multi-family residential development found in Chapter 37 of the Code as well as all other applicable Ordinances. Developer will provide bike and pedestrian connectivity between the multifamily residential units, the Digital Drive Trail, and the Rail Trail.

1.4 Concessions. The Property is currently zoned Commercial which doesn't allow for high density residential. Lehi City has diligently worked on identifying and implementing the needed infrastructure to support the authorized one hundred and twenty-five (125) multifamily residential units and the additional thirty (30) multifamily residential units.

1.5 Water Rights. Water rights shall be required for any multi-family residential development as a condition of site plan approval per Section 27.070 of the Code. The total amount of culinary water shall be calculated for the 155 residential units.

1.6 Approval of Agreement. The following are conditions precedent to the obligations of the Parties hereunder:

a. Lehi City Planning Commission approval of a concept plan for the 155 residential units described herein.

b. Prepayment of culinary impact fees for the 155 units described herein upon site plan approval for those units.

1.5 Covenant Running with the Land. This Agreement constitutes a covenant running with the land and shall be recorded against the ***JDH Property***.

ARTICLE 2

2.1 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 thirty (30) 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 30-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 30-day period. Upon the occurrence

of an uncured breach or default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement at law or in equity.

ARTICLE 3

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

3.6 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.

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

3.8 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.

3.9 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.

3.10 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.

3.11 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, including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, 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.

3.12 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:

JDH Development LLC
Attn: Austin Cooper
P.O. Box 437
Lehi, UT 84043

3.13 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. The exhibits attached hereto and hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the date the last party signs blow.

LEHI CITY CORPORATION

_____

By: Mark Johnson
Its: Mayor
Date:

ATTEST:

_____

Teisha Wilson
City Recorder

JDH Development, L.L.C.

_____
By: _____
Its: _____
Date:

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2025 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 Howland Partners, Inc. and that said document was signed by him in behalf of said Company by Authority of its Articles of Organization, Operating Agreement, or (Resolution of its Manager(s)), and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

Exhibit A – JDH Property Legal Description

Parcel No. 67:185:0102

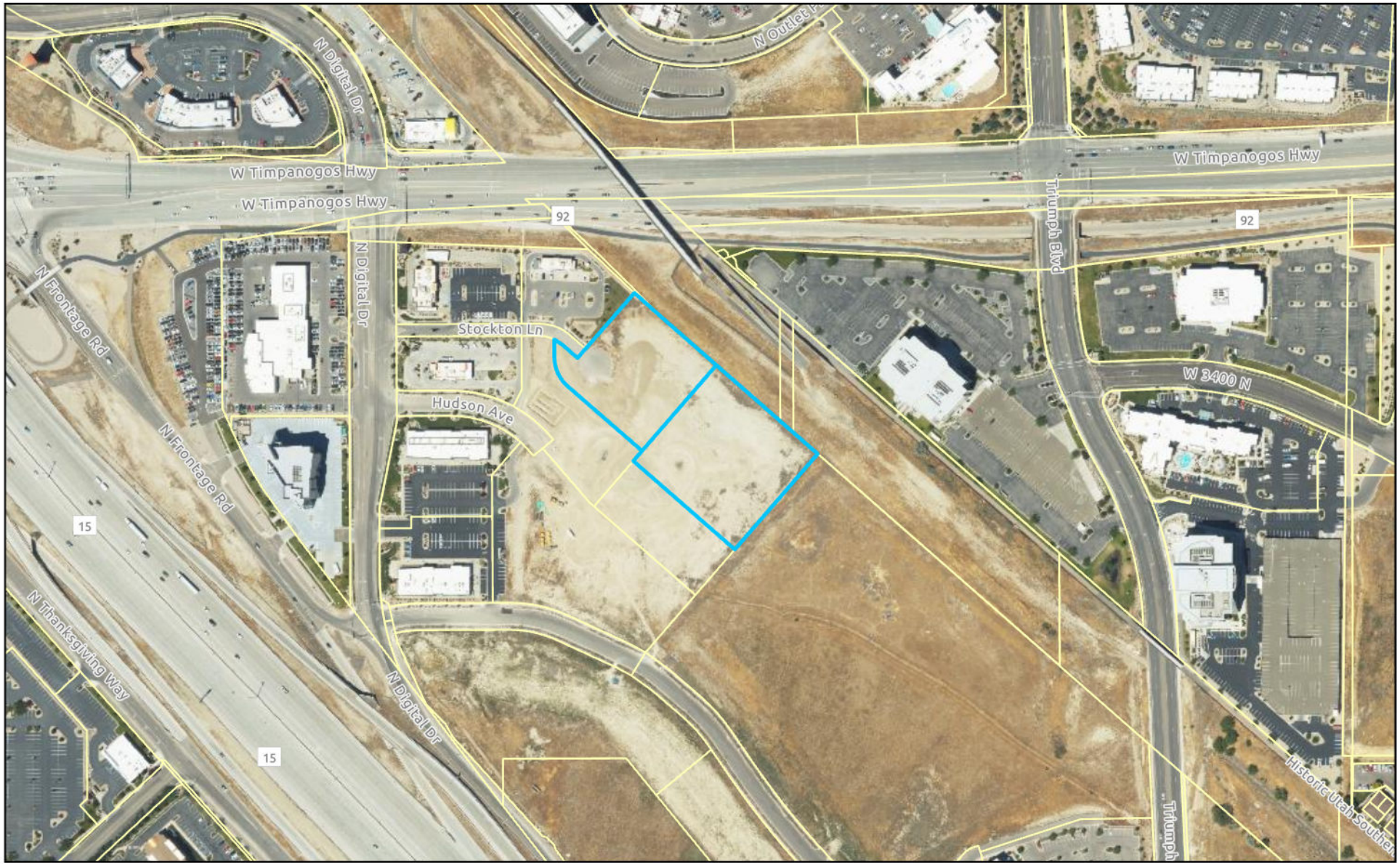
Legal Description: LOT 102, MOUNTAIN SLOPES URBAN LIVING SUB AREA 1.654 AC.

Parcel No. 67:185:0101

Legal Description: LOT 101, MOUNTAIN SLOPES URBAN LIVING SUB AREA 2.184 AC.

JDH Development Agreement

Aerial



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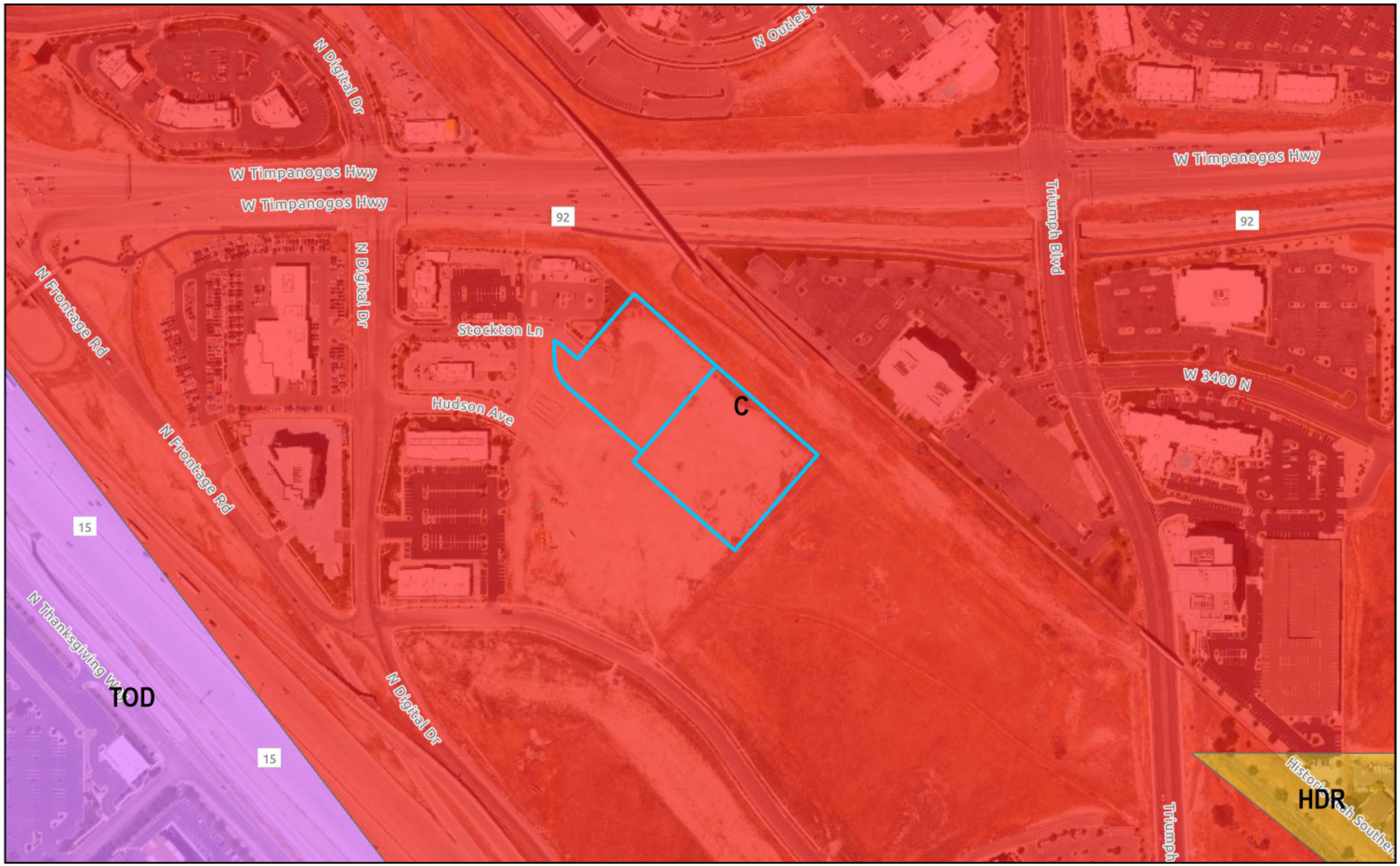
LEHI CITY

JDH Development Agreement

General Plan



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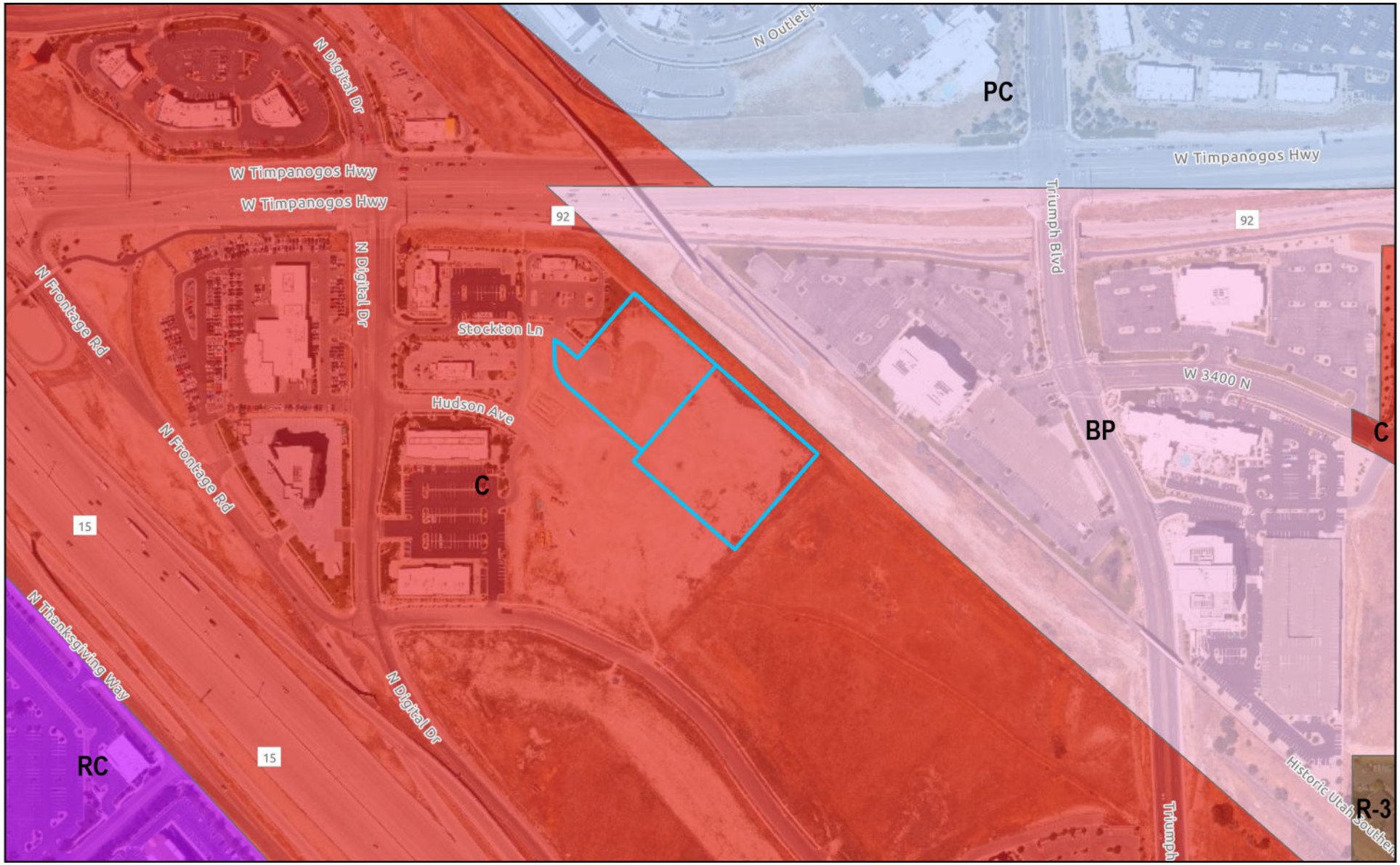
LEHI CITY

JDH Development Agreement

Zoning



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LEHI CITY

LEHI CITY

RESOLUTION NO. 2025-93

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN JDH PROPERTIES AND LEHI CITY

WHEREAS, John Hadfield ("Developer") has a legal interest in certain real property and desires to use the property in an economically profitable way before utilities are available near the property;

WHEREAS, on November 13, 2025, the Planning Commission 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 Planning Commission, the Council finds: (i) that it should approve the Development Agreement with John Hadfield; 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 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

JDH PROPERTY 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 JDH Development, L.L.C., a Utah limited liability company and/or its assigns ("***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 owns that certain real property containing approximately 3.8383 acres and located in City as more particularly described on Exhibit A attached hereto (the "***JDH Property***").

C. City entered into the West Project Development Agreement on March 10, 2022 with Lehi Pointe L.L.C. for a mixed commercial and residential development. Developer has purchased the residential development from Lehi Pointe L.L.C. with the intent of moving forward with the residential development. Subject to the terms and conditions of this Agreement, Developer desires to develop the JDH Property as a residential development (the ***JDH Property*** together with all such improvements is referred to as the "***JDH Project***").

D. City recognizes that the development of the ***JDH Project*** may result in tangible benefits to City including better roadway connectivity in the area; and that the ***JDH Project*** may enhance further economic development efforts in the vicinity of the Property, and City is therefore willing to enter into this Agreement, subject to the terms and conditions set forth 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 Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the proposed development of the ***JDH Project***. It is the desire of the respective Parties that development of the Project proceed in such a manner as to benefit the residents of City as well as Developer. This Agreement contains certain requirements for land use and development of the ***JDH Project*** in addition to those contained in the Lehi City Development Code (the "***Code***"), City ordinances, design standards,

rules and regulations of the City governing the development of real property within the City as of the Effective Date (collectively, the "***Ordinances***").

1.2 Permitted Uses. Per the West Development Agreement which granted rights to Developer, the project area is already permitted for 125 multifamily residential (apartment, condominium, or townhome) units. Upon approval of the Agreement, the ***JDH Project*** shall be permitted 30 multifamily residential (apartment, condominium, or townhome) units. Total number of permitted units for the project area not to exceed 155 multifamily residential (apartment, condominium, or townhome).

1.3 Description of the JDH Project. Developer intends to develop the ***JDH Project*** into stacked residential units, with related amenities, that will enhance the potential success of the new retail shopping and restaurant uses in the area. Developer will develop the ***JDH Project*** under the current Commercial Zone and any residential development shall comply with the standards and approval procedures for multi-family residential development found in Chapter 37 of the Code as well as all other applicable Ordinances. Developer will provide bike and pedestrian connectivity between the multifamily residential units, the Digital Drive Trail, and the Rail Trail.

1.4 Concessions. The Property is currently zoned Commercial which doesn't allow for high density residential. Lehi City has diligently worked on identifying and implementing the needed infrastructure to support the authorized one hundred and twenty-five (125) multifamily residential units and the additional thirty (30) multifamily residential units.

1.5 Water Rights. Water rights shall be required for any multi-family residential development as a condition of site plan approval per Section 27.070 of the Code. The total amount of culinary water shall be calculated for the 155 residential units.

1.6 Approval of Agreement. The following are conditions precedent to the obligations of the Parties hereunder:

a. Lehi City Planning Commission approval of a concept plan for the 155 residential units described herein.

b. Prepayment of culinary impact fees for the 155 units described herein upon site plan approval for those units.

1.5 Covenant Running with the Land. This Agreement constitutes a covenant running with the land and shall be recorded against the ***JDH Property***.

ARTICLE 2

2.1 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 thirty (30) 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 30-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 30-day period. Upon the occurrence of an uncured breach or default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement at law or in equity.

ARTICLE 3

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

3.6 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.

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

3.8 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.

3.9 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.

3.10 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.

3.11 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, including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, 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.

3.12 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:

JDH Development LLC
Attn: Austin Cooper
P.O. Box 437
Lehi, UT 84043

3.13 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. The exhibits attached hereto and hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the date the last party signs blow.

LEHI CITY CORPORATION

_____

By: Mark Johnson
Its: Mayor
Date:

ATTEST:

_____

Teisha Wilson
City Recorder

JDH Development, L.L.C.

_____

By: _____

Its: _____

Date:

STATE OF UTAH)

ss:

COUNTY OF _____)

On this_____ day of _____, 2025 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 Howland Partners, Inc. and that said document was signed by him in behalf of said Company by Authority of its Articles of Organization, Operating Agreement, or (Resolution of its Manager(s)), and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____

Notary Public

(notary seal)

Exhibit A – JDH Property Legal Description

Parcel No. 67:185:0102

Legal Description: LOT 102, MOUNTAIN SLOPES URBAN LIVING SUB AREA 1.654 AC.

Parcel No. 67:185:0101

Legal Description: LOT 101, MOUNTAIN SLOPES URBAN LIVING SUB AREA 2.184 AC.

Agenda Item No: 5.13

City Council Agenda Item Report

Meeting Date: December 16, 2025
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2025-95 adopting procedures governing the appointment, interview, and voting process for filling the current vacancy in the Lehi City Council.

Suggested Action:

Attachments:

Res 2025-95.docx

LEHI CITY

RESOLUTION NO. 2025-95

A RESOLUTION ADOPTING PROCEDURES GOVERNING THE APPOINTMENT, INTERVIEW, AND VOTING PROCESS FOR FILLING THE CURRENT VACANCY IN THE LEHI CITY COUNCIL

WHEREAS, Lehi City is authorized by Utah Code § 20A-1-510(7) to adopt procedures governing the appointment, interview, and voting process for filling vacancies in municipal offices, provided such procedures and processes are consistent with state law;

WHEREAS, the Lehi City Council desires to adopt such procedures and processes;

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

1. Only candidates who timely and properly submit a declaration of candidacy to fill the council vacancy shall be considered by the City Council.

2. Presentation and Initial Questions.

    a. At the public meeting previously noticed for the filling of the vacancy, each candidate shall be invited to present a two-minute introduction or presentation regarding themselves and their candidacy. The order of candidates shall be according to the procedures and master ballot position list established by the Utah Lieutenant Governor.

    b. Each city council member in attendance shall ask one question of the candidate after the candidate's two-minute presentation. City Council members may ask the same question or different questions for different candidates. City Council members ask questions in an order determined by the Mayor. A candidate shall have one minute to answer a City Council member's question.

3. Voting.

    a. After candidate presentations and City Council questions are concluded, the City Council shall take an initial vote to fill the vacancy from among the names of the candidates being considered according to Utah Code § 20A-1-510(1), as amended.

    b. As requested by the Mayor, each City Council member shall state his/her vote on the record. If, after the initial vote, a candidate receives a majority of votes from the City Council, that candidate shall be the person who is appointed to fill the vacancy. The appointment shall take effect immediately.

    c. If no candidate receives a majority vote of the City Council, the two candidates that received the most votes in the initial vote, or as determined by the tie-breaking procedures outlined in 20A-510(1)(d)(ii) if there is a tie for second place, shall be placed before the City Council for a second vote to fill the vacancy.

d. A City Council member shall not vote to appoint themselves to fill a vacancy.

e. If, in the second vote described in 3(c) of this resolution, neither candidate receives a majority vote of the municipal legislative body, the vacancy shall be determined by a coin toss between the two candidates in accordance with Utah Code § 20A-1-510(1)(d)(ii)(D), as amended.

f. For a coin toss, candidates shall be assigned "heads" or "tails," based on the master ballot position order and the coin shall be tossed by the City Recorder in public view to land on the floor.

4. The city attorney shall assist the city recorder to provide direction as to the requirements of state law and this resolution and to provide confirmation of the results.

5. This resolution shall take effect immediately upon adoption.

Approved and Adopted by the City Council of Lehi City, Utah this 16th day of December, 2025.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

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ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☑ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 09/02/2025, including all prior addenda and counteroffers, between Lehi City Corporation and Mark Johnson as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100th St N, Lehi, UT 84043 The following terms are hereby incorporated as part of the REPC:

Sales Price to be $390,000.

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. **[☑] Seller [☐] Buyer** shall have until 5:00 **☐ AM ☑ PM** Mountain Time on 09/11/2025 (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.

Mark Johnson dotloop verified 09/09/25 2:09 PM MDT 5LRO-A1Z2-T2YJ-KJJT	
☑ 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. 3.

Signed by: 1341CE23FF46452... 9/11/2025	
(Signature) (Date) (Time)	(Signature) (Date) (Time)

☐ REJECTION: ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2nd day of September, 2025 including all prior addenda and counteroffers, between Lehi City Corporation as Buyer, and Leann J Wilson as Seller, regarding the Property located at 174 E 100 N, Lehi, Utah County, UT 84043. The following terms are hereby incorporated as part of the REPC:

Sales price to be $410,000

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 September 09, 2025 (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.

DocuSigned by:
Leann Wilson 9/4/2025
3FD56AGD109S488

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

[X] COUNTEROFFER: [ ] Seller [x] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

[signature] 9/9/25 3:16pm

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

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

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

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REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 2 day of September, 2025 ("Offer Reference Date") Lehi City Corporation ("Buyer") offers to purchase from Leann J Wilson ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $ $500.00 in the form of ACH Transfer. 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.

OFFER TO PURCHASE

1. PROPERTY: 174 E 100th St N

City of Lehi, County of Utah, State of Utah, Zip 84043 Tax ID No. 010380011 (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, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box):** ☐ **washers** ☐ **dryers** ☐ **refrigerators** ☐ **microwave ovens** ☐ **other (specify)** _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ **ARE** ☑ **ARE NOT** additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 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: None

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ $390,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$ $500.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$	**(b) Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$	**(c) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$	**(d) Seller Financing** (see attached Seller Financing Addendum)
$ 389,500.00	**(e) Balance of Purchase Price in Cash at Settlement**
$ 390,000.00	**PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ **IS** ☑ **IS NOT** conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

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

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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 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 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 ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☑ **Upon Recording**; ☐ ____ **Hours after Recording;** ☐ ____ **Calendar Days after Recording.** 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 including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 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 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("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)** _____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____. The provisions of this Section 4.3(c) shall survive Closing

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Real Estate Brokerage Compensation. Seller and Buyer agree that Seller shall contribute 00.0% of the Purchase Price to Buyer's Brokerage or $998.00 to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer- broker agreement. The provisions of this Section 4.3(e) shall survive Closing.

(f) Sales Proceeds Withholding. Buyer and Seller authorize and direct the escrow/closing office 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, real estate brokerage compensation, and warrants. The provisions of this Section 4.3(f) 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(s) Wesley J Goldberg, represent(s) ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): _____

Seller's Brokerage RANLife Real Estate Inc, represents ☑ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) Marlin Eldred, represent(s) ☑ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): 11366843-SA00

Buyer's Brokerage Equity Real Estate - Solid, represents ☑ **Buyer** ☐ **both Buyer and Seller as Limited Agent;**

Buyer's Brokerage Utah Real Estate License Number: _____.

 Buyer's Initials [MG] 09/03/25 8:50 AM MDT dotloop verified [ ] **Date** _____ **Seller's Initials** DS [ ] **Date** 9/4/2025

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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.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) 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 "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance ("Owner's Policy")* available through the Issuing Agent.

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 for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) 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 land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and 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 with Seller 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, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

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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, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☑ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) 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, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon $_____ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) 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 the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) Earnest Money Deposit(s) Released to Seller. If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's 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. 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 canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, 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.** _____ ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☑ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed $_____ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 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. The provisions of Section 10.2 shall survive Closing.

10.3 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 as stated in Section 7(a); (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, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

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11 FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through 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.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

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 arising out of the transaction contemplated by 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.

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20 INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain 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, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

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. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

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 _____ (Date)

(b) Due Diligence Deadline _____ (Date)

(c) Financing & Appraisal Deadline 09/22/2025 (Date)

(d) Settlement Deadline 10/01/2025 (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 09/04/2025 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Mark Johnson dotloop verified 09/03/25 8:50 AM MDT L4GB-H4Q2-DBUJ-H3GY
(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

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 by the attached ADDENDUM No 1

☐ **REJECTION:** Seller rejects the foregoing offer.

DocuSigned by: 9/4/2025
(Seller's Signature) (Date) (Time)

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE DECEMBER 4, 2024.