



**NOTICE OF MEETING AND AGENDA
PLANNING COMMISSION
APRIL 8, 2025 AT 7:00 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

The agenda will be as follows:

Call to Order

- Approval of the Agenda
- Approval of Minutes: March 25, 2025

Consent Agenda

The Consent Agenda includes administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Commission. A call for objection or comment will be made on the consent agenda items. If there is any opposition or comment, the item will be removed from the consent agenda and put on the regular administrative session meeting agenda for discussion. Without objections or comments, the item(s) will pass without further consideration.

1. LGI Homes seeking final approval for Lakeside Landing Subdivision, located in the area of 2200 West Center Street, within the Lakeside Landing Special District Overlay.

Administrative Session

2. Elect a Chair and Vice Chair.

Legislative Session – Public Hearing

3. Springville City Community Development seeking to amend the Springville City Code Title 11 Chapter 3 Article 402 Definitions and Title 11 Chapter 4 Article 301 Land Use Matrix to include Retail Commercial Manufacturing (RCM) as an allowed use in the RRC Zone and Title 11 Chapter 6 Supplementary Regulations to include Article 7 Retail Commercial Manufacturing Use within the RRC Zone.
4. Sunpro Corporation requests approval of a development agreement with Springville City for the development of property historically known as the Suntana Property located at approximately 1750 West 2800 N, Springville, Utah and comprising parcels 26:050:0040, 26:050:0041, 26:050:0051, and parcel 26:049:0057.

Adjournment

THIS AGENDA SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

This meeting was noticed in compliance with Utah Code 52-4-202 on April 3, 2025. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendas-minutes. Planning Commission meeting agendas are available through the Utah Public Meeting Notice website at www.utah.gov/pmn/index.html. Email subscriptions to Utah Public Meeting Notices are available through their website.

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Community Development department at (801) 491-7861 at least three business days prior to the meeting.

IN ATTENDANCE

Commissioners Present: Genevieve Baker, Ralph Calder, Hunter Huffman,
and Tyler Patching

Commissioners Excused: Ann Anderson and Brett Nelson

City Staff: Josh Yost, Community Development Director
Laura Thompson, City Planner
Heather Goins, Executive Assistant

City Council: Jake Smith

CALL TO ORDER

Vice Chair Baker called the meeting to order at 7:07 p.m.

APPROVAL OF THE AGENDA

Commissioner Calder moved to approve the agenda as written. Commissioner Huffman seconded the motion. The vote to approve the agenda was unanimous.

APPROVAL OF THE MINUTES

March 11, 2025

Commissioner Huffman moved to approve the meeting minutes for March 11, 2025. Commissioner Calder seconded the motion. The vote to approve the meeting minutes was unanimous.

CONSENT AGENDA

No Items

ADMINISTRATIVE SESSION

- 1. Kevin Brooke seeking approval for a shared parking agreement between uses on the same property at 2373 W 700 S within the HC-Highway Commercial Zone.***

Laura Thompson, City Planner, presented. Cedar Fort Publishing is in the final stage of its third phase of development, including an indoor sand volleyball facility. The current parking regulations require one stall per employee for warehouse use, while recreation facilities require one stall per 250 square feet. They have a parking deficit of 30 plus stalls but propose a shared parking agreement with offices on-site since peak volleyball use occurs after office hours.

The applicant, Bryce Mortimer, owner of the facility, said there are four courts, and games are 2v2 or 4v4. There aren't going to be a lot of people there. The office staff currently only uses 12 spaces.

Commissioners discussed concerns about overnight parking enforcement, potential overflow parking issues, and whether spectators would impact available parking.

Staff confirmed that the agreement includes provisions to address nuisances and that the city retains the right to revoke the business license if necessary.

Commissioner Calder moved to approve the shared parking agreement between uses on the same property at 2373 W 700 S within the HC-Highway Commercial Zone.

Commissioner Huffman seconded. The vote to approve the Administrative item was unanimous.

LEGISLATIVE SESSION

2. Paul Washburn is seeking a recommendation to amend Section 11-6-130(3), Protection of Creek Corridors, of Springville City Code.

Laura Thompson, City Planner, presented. The applicant wants to reduce the 50-foot creek setback and the front yard setback to 20 feet and adjust the required park strip width from 8 feet to 3 feet for developments adjacent to designated creek corridors to allow larger buildable areas. This amendment would be applied to all properties required to provide a trail easement along a creek.

Staff concerns include the proposed language being too broad; therefore, it would apply to multiple areas in the city to any development required to provide a trail easement along a creek anywhere in the city. This would include Spring Creek and Dry Creek, not just the applicant's property. The city's Engineering and Public Works departments do not support reducing the park strip width, as it impacts urban design, utility placement, and tree coverage. A cul-de-sac may not be allowed under current regulations.

Mr. Clyde and Mr. Washburn, applicants, argue that the property has topographical challenges and that they want to preserve the existing large trees. The 50-foot setback and 8-foot park strip significantly limit buildable lot sizes. They hired a planner and attempted to work within the Traditional Neighborhood Development (TND) overlay, but staff rejected those proposals. Mr. Clyde mentioned that having park strips doesn't contribute to affordable housing.

Vice Chair Baker opened the Public Hearing at 8:05 p.m. Seeing no speakers, Commissioner Calder moved to close the Public Hearing. Commissioner Huffman seconded. The public hearing was closed at 8:05 p.m.

The Commissioners are concerned that the amendment could create a precedent for reducing park strips citywide. The language is vague and could allow for unintended zoning consequences. Some commissioners supported flexibility in infill developments, while others preferred preserving existing city standards.

Staff's alternative solutions include rezoning the property to an existing zone that allows for modified lot layouts, exploring a variance or site-specific agreement instead of amending citywide zoning, and maintaining the 8-foot park strip but adjusting setbacks differently.

Commissioner Huffman moved to continue the item.

Director Yost asked if there is any specific guidance on this.

The Commissioners related that reducing the front setback would increase buildable space without allowing front-facing garages while considering that Public Works has warned

95 against making park strips smaller. The 8' park strip is preferred as it feels safer and more
96 inviting for pedestrians. They emphasize flexibility in applying standards to unique
97 properties rather than a one-size-fits-all approach. The overall sentiment is to balance
98 development needs while maintaining community character and addressing public
99 concerns.

100
101 Vice Chair Baker called for a roll call vote:

102 Patching - continue

103 Huffman - continue

104 Calder - continue

105 Baker - continue

106 The vote to continue the Legislative Session item was unanimous.
107

108 ***3. Springville City Community Development is seeking a recommendation to adopt***
109 ***Section 11-6-135 of Springville City Code, concerning land use application***
110 ***expirations.***

111 Laura Thompson, City Planner, presented. This proposal establishes expiration
112 timelines for land use applications to prevent indefinite delays. Currently, unapproved
113 applications do not expire, leading to inefficiencies when applicants abandon projects or
114 fail to respond.

115
116 The proposed solution introduces a 180-day timeframe for applicants to meet
117 requirements, with an option for a 90-day extension. If no action is taken, the application
118 is considered abandoned, allowing the city to enforce updated regulations instead of
119 being bound by outdated codes.

120
121 Vice Chair Baker opened the Public Hearing at 9:02 p.m.
122

123 Jake Smith

124 He asked why 180 days was chosen. Ms. Thompson said most applications are approved in
125 45 to 60 days. He asked if that is a standard and Ms. Thompson said it is.
126

127 Commissioner Calder moved to close the Public Hearing. Commissioner Huffman
128 seconded. The public hearing was closed at 9:03 p.m.
129

130 The Commissioners discussed potential fees for multiple application reviews, balancing
131 efficiency with fairness for applicants, and the possibility of future adjustments based on
132 effectiveness.
133

134 Commissioner Huffman moved to recommend approval to amend 11-3-402, Definitions, and
135 adopt Section 11-6-135, Expiration of Land Use Applications of Springville City Code.
136 Commissioner Calder seconded the motion. The vote to approve the Legislative Session
137 item was unanimous.
138

139 Vice Chair Baker asked if a new Commissioner has been chosen yet. Jake Smith,
140 Councilman, said he would like to recommend Jeremy Fowler to the commission. No one
141 has been selected yet.
142

143 With nothing further to discuss, Commissioner Calder moved to adjourn the meeting.
144 Commissioner Huffman seconded the motion. Vice Chair Baker adjourned the meeting at
145 9:13 p.m.

April 1, 2025

TO: Planning Commission Members

FROM: Laura Thompson, Planner II

RE: **Final approval for the Lakeside Landing Subdivision, located in the area of 2200 West Center Street, within the Lakeside Landing Special District Overlay.**

Petitioner: LGI Homes

Summary of Issues

Does the proposed subdivision meet the requirements of Springville City Code, specifically Section 11-9-901, the Lakeside Landing Special District Overlay Zone?

Background

The proposed subdivision is the first development within the Lakeside Landing Special District Overlay.

The development will contain a total of 158 residential units and one commercial lot and will be completed in two phases.

The Planning Commission approved the preliminary plan on October 10, 2023.

Analysis

Lakeside Landing Special District Overlay is planned to be a diverse, compact, walkable, and street-oriented neighborhood with strong common amenities; a thriving, welcoming neighborhood that supports and guides further development in the nearby surroundings.

As per the Regulating (Transect) Plan of the Lakeside Landing Special District Overlay, the development falls within the T4 and T5i transects, which determine the maximum number of residential units allowed within each transect. The breakdown of the maximum units of each transect follows:



Maximum number of residential units:

T4: 8.14 acres x 15 units = 122 units

T5i: 1.94 acres x 24 units = 47 units

Total = 169 units (158 units proposed)

Minimum amount of studio/office/retail/restaurant/café space shall be as follows:

T5i: 1.94 acres x 3000 s.f. = 5,815 s.f.

Total = 5,815 s.f. (20,183 s.f. lot proposed)

LOT TYPES

A lot type is a set of bulk, density, and intensity regulations that are tailored based on a building type. The proposed development provides four different residential lot types and one commercial lot. The lot types being used are:

Compact Cottage Lot

Compact Cottage Twin House Lot

Shallow Cottage Twin House Lot

Compact Townhouse Lot

General Big Box Retail Lot

Illustrations of each lot type and the lot configuration requirements can be found in Title 11, Chapter 9 of Springville City Code.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The Development Review Committee reviewed the final plan on February 22, 2024, and provided the applicant with a copy of redlined comments on the submitted plans and checklist. Any items not addressed or any additional revisions needed are listed below in the "POST DRC COMMENTS" section.

POST DRC COMMENTS

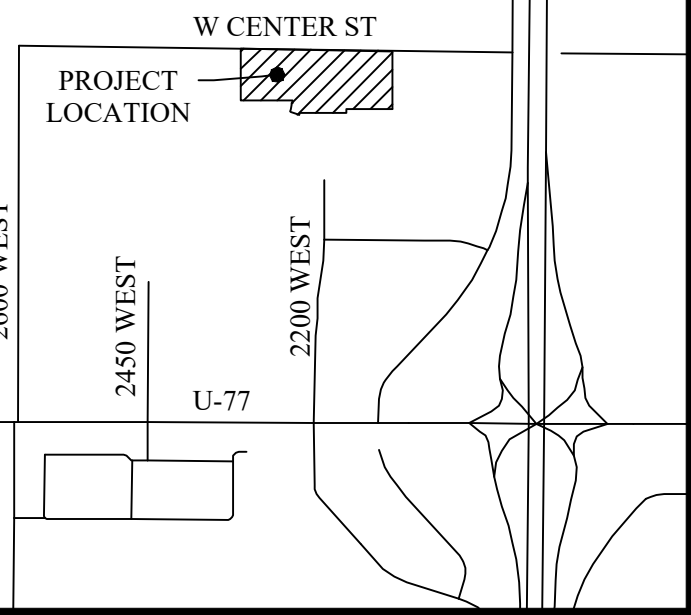
There are comments from the Springville Power Department regarding the primary power plan that need to be addressed before the start of construction.

Staff Recommendation

Staff finds the proposed development meets the requirements of the Springville City Code and the Lakeside Landing Special District Overlay Zone and recommends approval contingent upon addressing the Springville Power Department's review comments.

Recommended Motion

Move to approve the Lakeside Landing Subdivision, located in the area of 2200 West Center Street, within the Lakeside Landing Special District Overlay, contingent upon approval of the primary power plan by the Springville Power Department.



VICINITY MAP

LEGEND	
	BOUNDARY
	SECTION LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	CENTERLINE
	BUILDING SETBACK
	EXISTING PROPERTY LINE
	SECTION MONUMENT (FOUND)
	SECTION MONUMENT (RECORD)
	WITNESS CORNER
	STREET MONUMENT (TO BE SET)
	BOUNDARY MARKERS

NOTES

- #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS.
- ALL PRIVATE ROADS TO SERVE AS A SEWER, CULINARY AND SECONDARY WATER EASEMENT IN FAVOR OF SPRINGVILLE CITY.
- ALL PRIVATE ROADWAYS ARE TO BE PUBLIC UTILITY EASEMENTS AND TO BE PUBLIC ACCESS EASEMENTS INCLUDING, BUT NOT LIMITED TO, GARBAGE TRUCKS, EMERGENCY VEHICLES, OR OTHER NECESSARY SERVICE VEHICLES
- ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENT SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS AND ASSIGNS.
- ALL PRIVATE ROADWAYS ARE TO BE MAINTAINED BY THE H.O.A. INCLUDING, BUT NOT LIMITED TO, UPKEEP, REPAIR, PARKING ENFORCEMENT & SNOW REMOVAL. SNOW WILL NOT BE ALLOWED TO BE PUSHED INTO CITY STREETS.
- ALL PARCELS ARE HEREBY CONVEYED AS COMMON AREA AND ARE TO BE MAINTAINED BY THE HOA.
- HOA IS RESPONSIBLE FOR ANY SURFACE RESTORATIONS AND/OR MAINTENANCE REQUIRED IN PRIVATE DRIVES IN EVENT UTILITY MAINTENANCE OR REPAIR OCCURES BY CITY OR OTHERS.
- NO TREE, SHRUBS TELEPHONE BOXES, OR POWER BOXES ARE ALLOWED IN IRRIGATION COMPANY OR SPRINGVILLE DRAINAGE DISTRICT EASEMENTS

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	33.00	90°00'00"	51.84	S45°00'00"E
C2	33.00	90°00'00"	51.84	S45°00'00"W
C3	23.00	90°00'00"	36.13	N45°00'00"E
C4	23.00	90°00'00"	36.13	S45°00'00"E
C5	200.00	19°47'28"	69.08	N09°53'44"E
C6	233.50	8°29'49"	34.63	N04°14'55"E
C7	233.50	9°53'45"	40.33	N13°26'42"E
C8	166.50	18°23'34"	53.45	N09°11'47"E
C9	200.00	18°23'34"	64.20	N09°11'47"E
C10	200.00	18°23'34"	64.20	S09°11'47"W
C11	233.50	5°33'57"	22.68	S02°46'59"W
C12	233.50	11°16'29"	45.95	S11°12'12"W
C13	233.50	1°33'08"	6.33	S17°37'00"W
C14	166.50	6°45'46"	19.65	S15°00'41"W
C15	166.50	6°57'25"	20.22	S08°09'05"W
C16	166.50	4°40'23"	13.58	S02°20'11"W
C17	23.00	90°00'00"	36.13	N45°00'00"E
C18	23.00	90°00'00"	36.13	S45°00'00"E
C19	33.00	81°17'07"	46.82	N49°21'27"W
C20	229.50	10°02'15"	40.21	S05°01'07"W
C21	33.00	9°34'31"	5.51	N03°55'38"W
C22	33.00	7°51'32"	4.53	N04°47'24"E
C23	33.00	81°17'07"	46.81	N49°21'35"E

Line Table		
LINE	DIRECTION	LENGTH
L1	N45°00'00"E	11.31
L2	N45°00'00"W	11.31
L3	N00°00'00"E	23.89
L4	S00°51'38"W	12.00
L5	S00°00'00"E	23.33

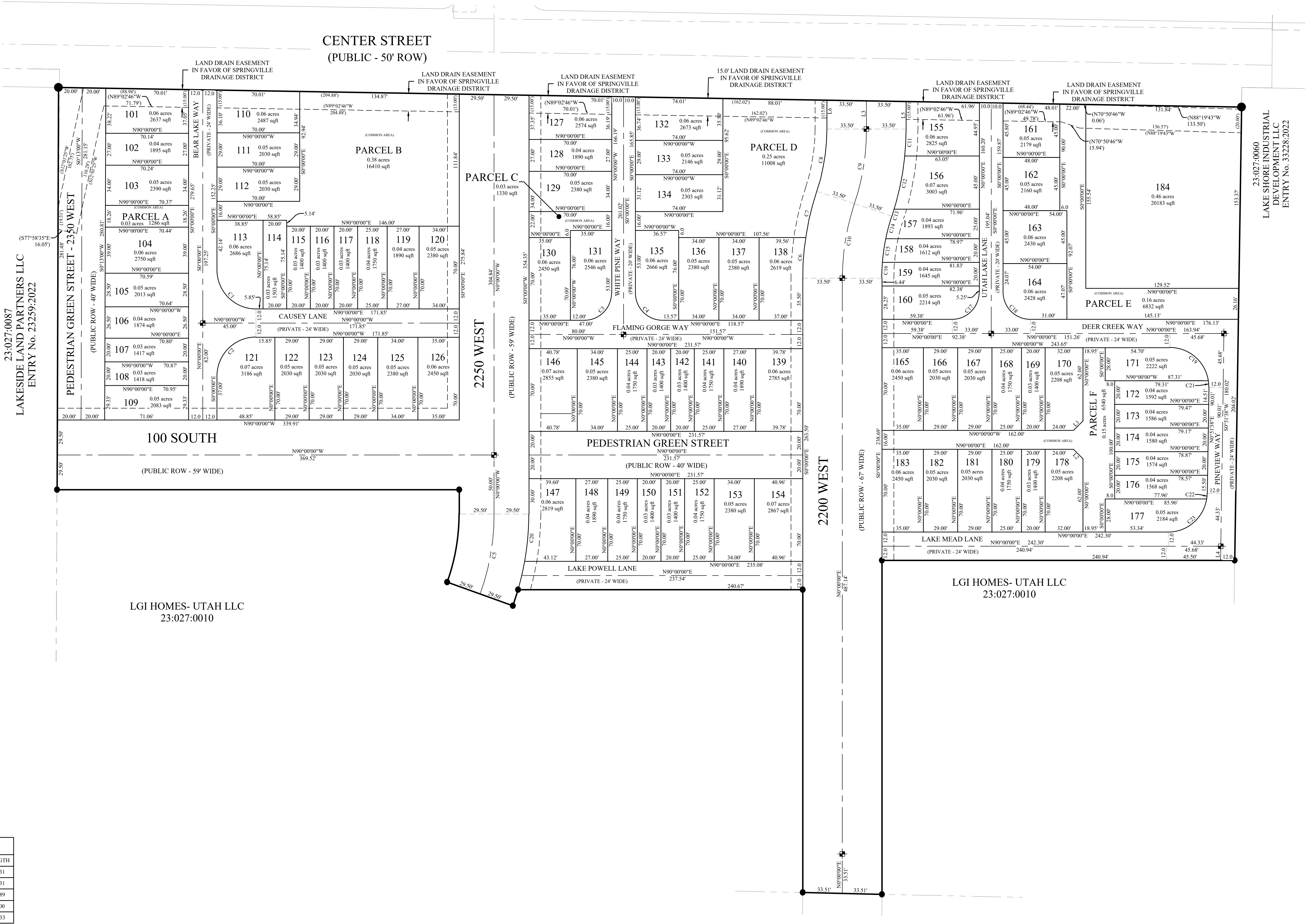
LAKE SIDE LANDING

PHASE I

LOCATED IN THE W1/2 OF SECTION 31, T7S, R3E,
SALT LAKE BASE & MERIDIAN
SPRINGVILLE CITY, UTAH COUNTY, UTAH

REVIEWED FOR COMPLIANCE
APPROVED FOR CONSTRUCTION
DATE:03/26/2025
SPRINGVILLE CITY ENGINEERING DEPT

Copy of approved plans shall be available on site during construction. Any deviations from these plans shall receive approval from engineering department, which may require plan updates with approved stamp. City review is only for general conformance with the design concept of the project and general compliance with information provided in the contract documents. Contractor/Developer is responsible for dimensions which shall be confirmed and corrected at the job site. Techniques of construction, coordination of his work with that of all other trades, and the satisfactory performance of his work. No work which may be defective in its construction or deficient in any of the requirements of the specifications will be accepted. Where no exceptions are taken this shall not relieve the Contractor/Developer of the responsibility for the proper execution of the work in accordance with all requirements of the specifications and applicable Development Agreements. Compliance is a responsibility of the Contractor/Developer and said responsibility shall not be avoided by any act or omission on the part of the City or its representatives.



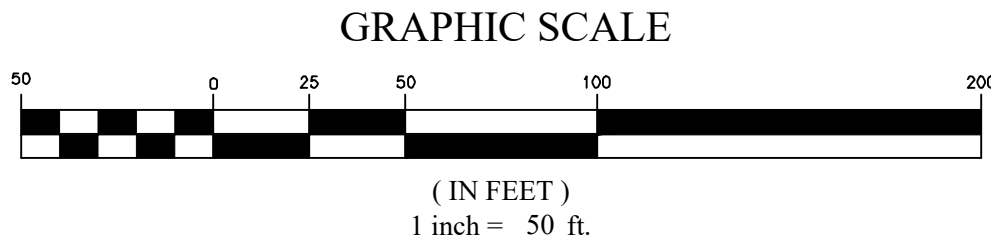
23:027:0060
LAKE SHORE INDUSTRIAL
DEVELOPMENT LLC
ENTRY No. 33228:2022

LGI HOMES- UTAH LLC
23:027:0010



LAKE SIDE LANDING

PHASE 2
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, T7S, R3E,
SALT LAKE BASE & MERIDIAN
SPRINGVILLE CITY, UTAH COUNTY, UTAH

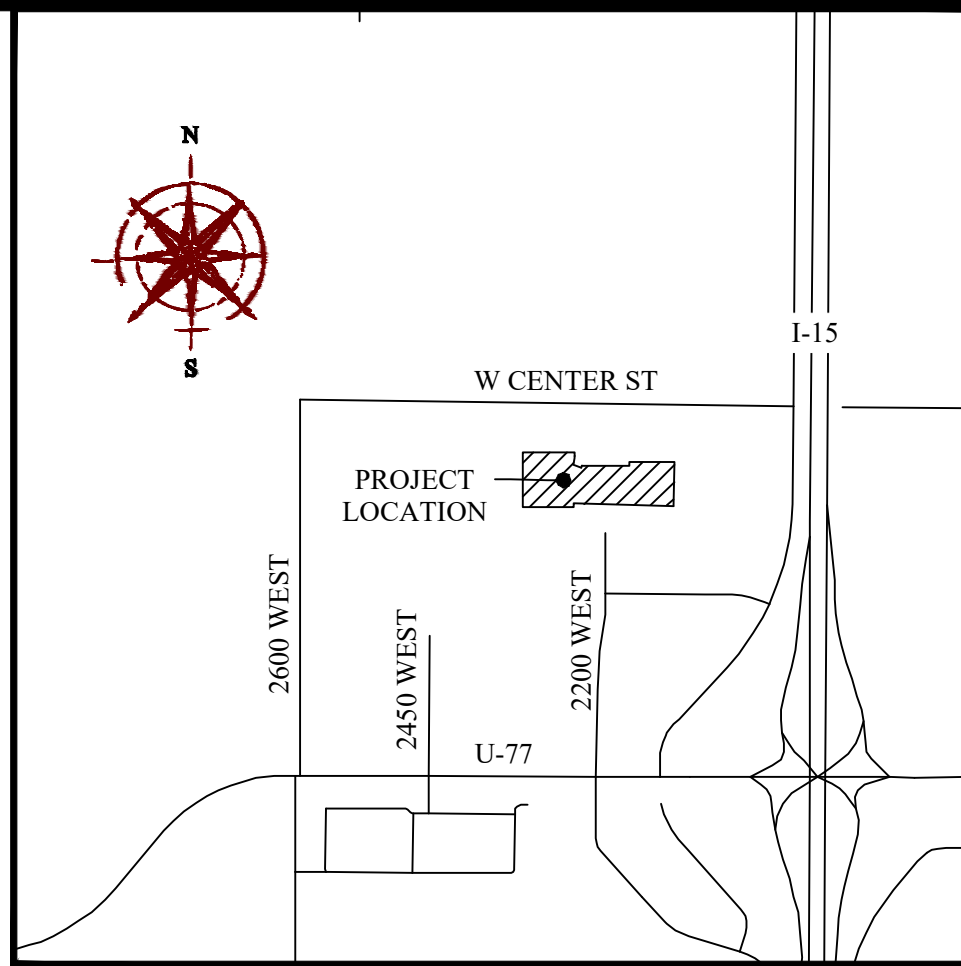


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- ALL PARCELS WITH THE EXCEPTION OF PARCEL J ARE HEREBY CONVEYED AS COMMON AREA AND TO BE MAINTAINED BY THE HOA.
- PARCEL J TO BE OWNED AND MAINTAINED BY EITHER LGI OR ITS SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE HOMEOWNERS ASSOCIATION.
- HOA IS RESPONSIBLE FOR ANY SURFACE RESTORATIONS AND/OR MAINTENANCE REQUIRED IN PRIVATE DRIVES IN EVENT UTILITY MAINTENANCE OR REPAIR OCCURS BY CITY OR OTHERS.
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VICINITY MAP

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (RECORD)
- WITNESS CORNER
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

Date

BOUNDARY DESCRIPTION

Lakeside Landing Phase 2, West Parcel

A part of the Southwest Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter Corner and the Southwest Corner of said Section 31), located in City of Springville, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S0°21'29"E 91.48 feet along the Section Line and N89°38'31"E 538.65 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence East 340.13 feet; thence South 20.50 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 170.50 feet (radius bears: N89°48'58"W) a distance of 58.88 feet through a central angle of 19°25'24" Chord: S09°53'44"W 58.60 feet; thence S70°12'32"E 59.00 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 229.50 feet (radius bears: N70°12'32"W) a distance of 14.41 feet through a central angle of 03°35'55" Chord: N17°58'31"E 14.41 feet; thence East 240.67 feet; thence South 256.42 feet; to the northerly Subdivision line of Springville Love's Subdivision recorded as Entry #44813-2013 of official records; thence along said Subdivision line the following two (2) courses: (1) N88°45'00"W 300.30 feet; thence (2) S00°20'00"W 25.11 feet; thence N89°31'38"W 331.68 feet; thence N00°13'00"E 356.74 feet to the point of beginning.

Contains: 4.47 acres
44 Units; 4 Parcels

Lakeside Landing Phase 2, East Parcel

A part of the Southwest Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter Corner and the Southwest Corner of said Section 31), located in City of Springville, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S0°21'29"E 155.53 feet along the Section Line and N89°38'31"E 1235.96 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence East 298.45 feet to a point on the westerly Deed line as described by a Warranty Deed recorded as Entry 33228-2022 on file with the Utah County Recorder's Office; thence along said Deed line S00°51'38"W 289.14 feet to the northerly Subdivision line of Springville Love's Subdivision recorded as Entry #44813-2013 of official records; thence along said Subdivision line N88°45'00"W 294.17 feet; thence North 282.69 feet to the point of beginning.

Contains: 1.94 acres
31 Units; 2 Parcels

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____ A.D. 20__

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY COUNCIL OF SPRINGVILLE, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, 20__.

MAYOR

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CITY RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ A.D. 20__ BY THE SPRINGVILLE CITY PLANNING COMMISSION.

COMMUNITY DEVELOPMENT DIRECTOR CHAIRMAN, PLANNING COMMISSION

LAKE SIDE LANDING

PHASE 2

SUBDIVISION

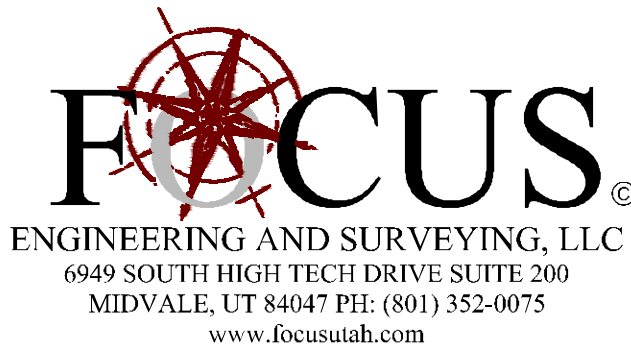
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, T7S, R3E,
SALT LAKE BASE & MERIDIAN
SPRINGVILLE CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	

Sheet 1 of 2

PREPARED BY



OWNER/DEVELOPER

LGI HOMES
170 SOUTH MAIN STREET
SALT LAKE CITY, UT
(801)654-0120
CONTACT: SPENCER CONNELLY

BUILDING TYPES KEY

- {8} - COMPACT COTTAGE LOT
- {12} - COMPACT COTTAGE TWIN HOUSE LOT
- {13} - SHALLOW COTTAGE TWIN HOUSE LOT
- {15} - COMPACT TOWNHOUSE LOTS
- {28} - GENERAL BIG BOX RETAIL BUILDING LOT

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

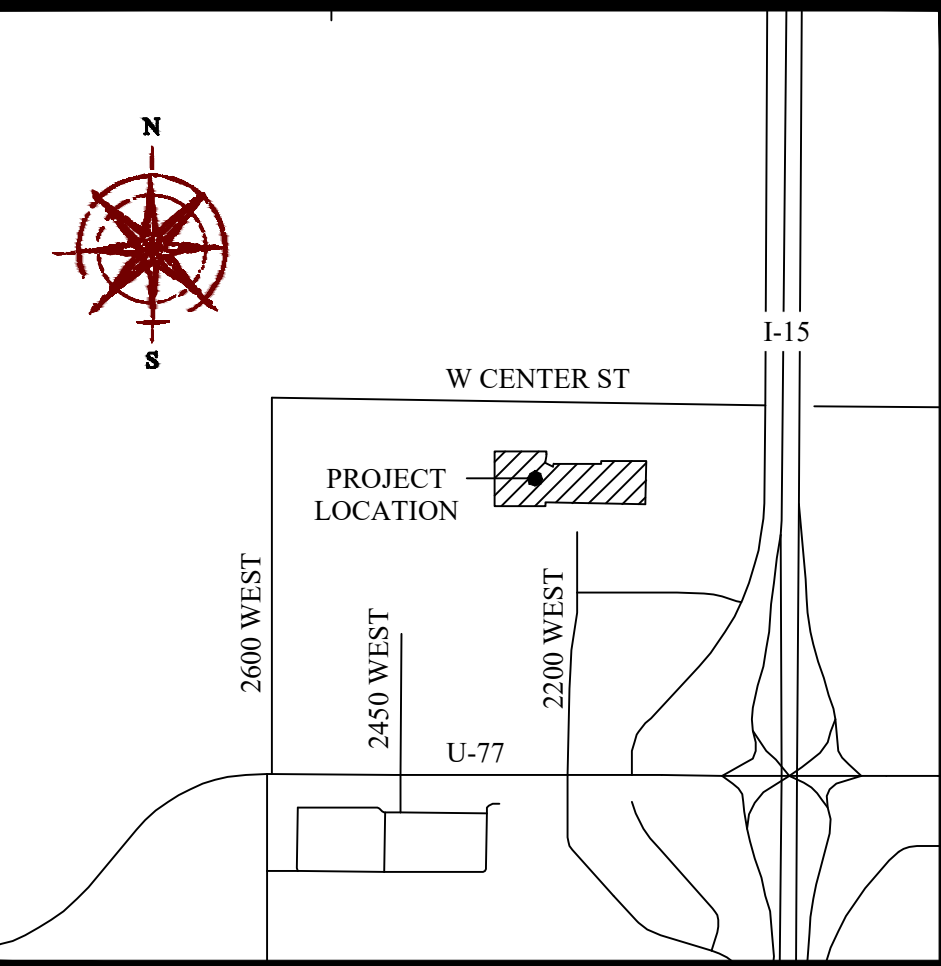
ON THE ____ DAY OF _____ A.D. 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL NAME OF NOTARY



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (RECORD)
- WITNESS CORNER
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS

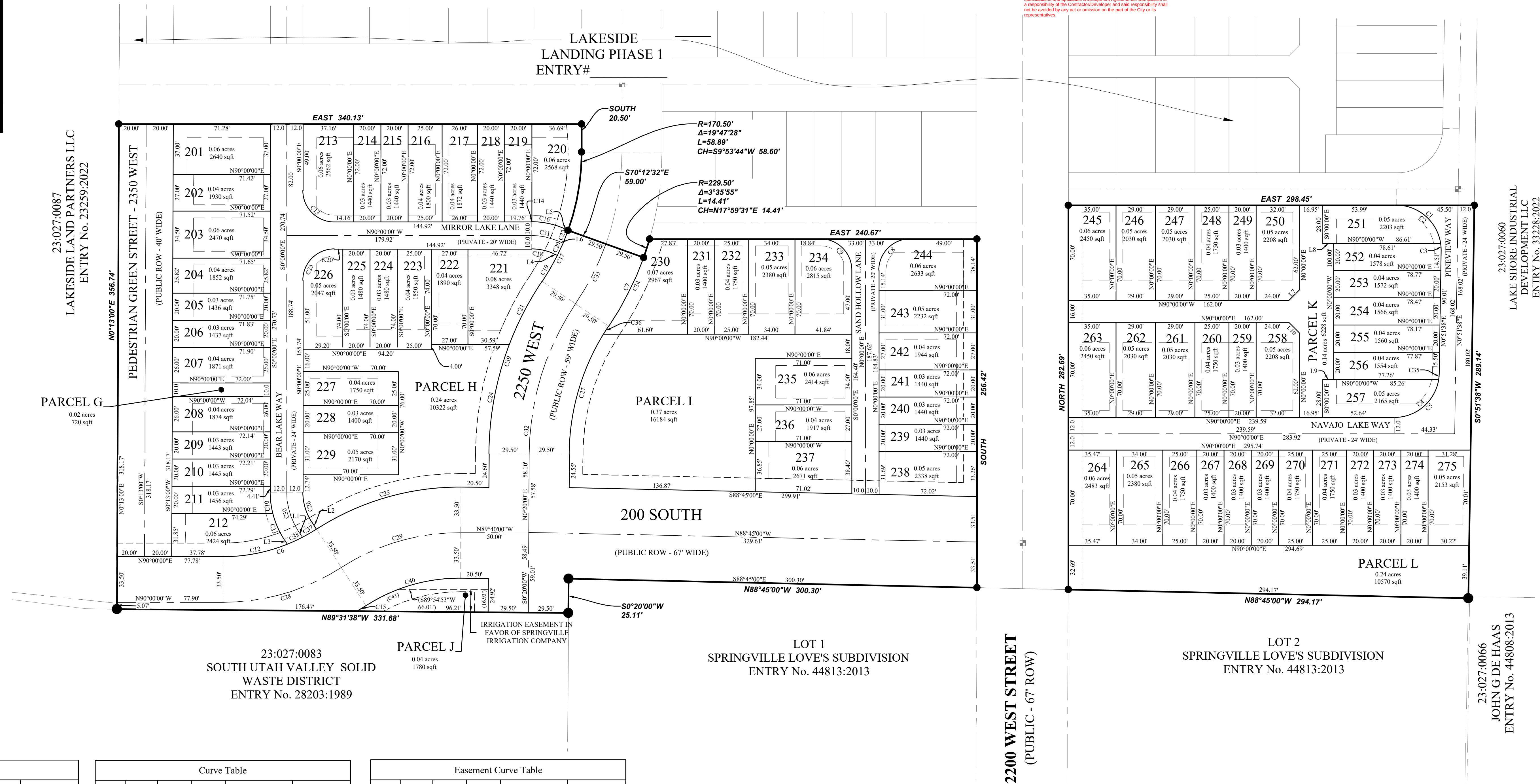
LAKE SIDE LANDING

PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, T7S, R3E,
SALT LAKE BASE & MERIDIAN
SPRINGVILLE CITY, UTAH COUNTY, UTAH

REVIEWED FOR COMPLIANCE
APPROVED FOR CONSTRUCTION
DATE:03/26/2025
SPRINGVILLE CITY ENGINEERING DEPT

Copy of approved plans shall be available on site during construction.
Any deviations from these plans shall receive approval from engineering department, which may require plan updates with approved stamp.
City review is only for general conformance with the design concept of the project and general compliance with information provided in the contract documents. Contractor/Developer is responsible for dimensions which shall be confirmed and corrected at the job site. Increases or decreases in construction coordination of his work with that of all other trades, and the satisfactory performance of his work, no work which may be defective in its construction or deficient in any of the requirements of the specifications will be accepted. Where no exceptions are taken this shall not relieve the Contractor/Developer of the responsibility for the proper execution of the work in accordance with all requirements of the specifications and applicable Development Agreements. Compliance is a responsibility of the Contractor/Developer and said responsibility shall not be avoided by any act or omission on the part of the City or its representatives.



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	33.00	90°51'38"	52.33	N44°34'11"W	47.02
C2	33.00	81°17'07"	46.82	N49°21'27"W	42.99
C3	33.00	9°34'31"	5.51	N03°55'38"W	5.51
C4	33.00	81°17'07"	46.82	N49°21'27"E	42.99
C5	33.00	89°08'22"	51.34	N45°29'49"E	46.32
C6	126.50	32°52'01"	72.56	N73°34'00"E	71.57
C7	229.50	14°08'40"	56.66	N26°51'48"E	56.51
C8	23.00	90°00'00"	36.13	S45°00'00"W	32.53
C9	23.00	90°00'00"	36.13	N45°00'00"W	32.53
C10	64.00	14°05'51"	15.75	N07°02'53"W	15.71
C11	64.00	18°46'10"	20.97	N23°28'56"W	20.87
C12	126.50	21°55'49"	48.42	N79°02'06"E	48.12
C13	23.00	90°00'00"	36.13	S45°00'00"W	32.53
C14	60.00	0°13'53"	0.24	S89°53'03"E	0.24
C15	193.50	2°15'05"	7.60	S58°15'32"W	7.60
C16	60.00	22°55'20"	24.00	S78°18'27"E	23.84
C17	170.50	14°08'40"	42.09	N26°51'48"E	41.98
C18	40.00	23°09'13"	16.16	N78°25'24"W	16.05
C19	170.50	7°25'11"	22.08	S30°13'33"W	22.06
C20	170.50	3°21'45"	10.01	S42°50'05"W	10.00

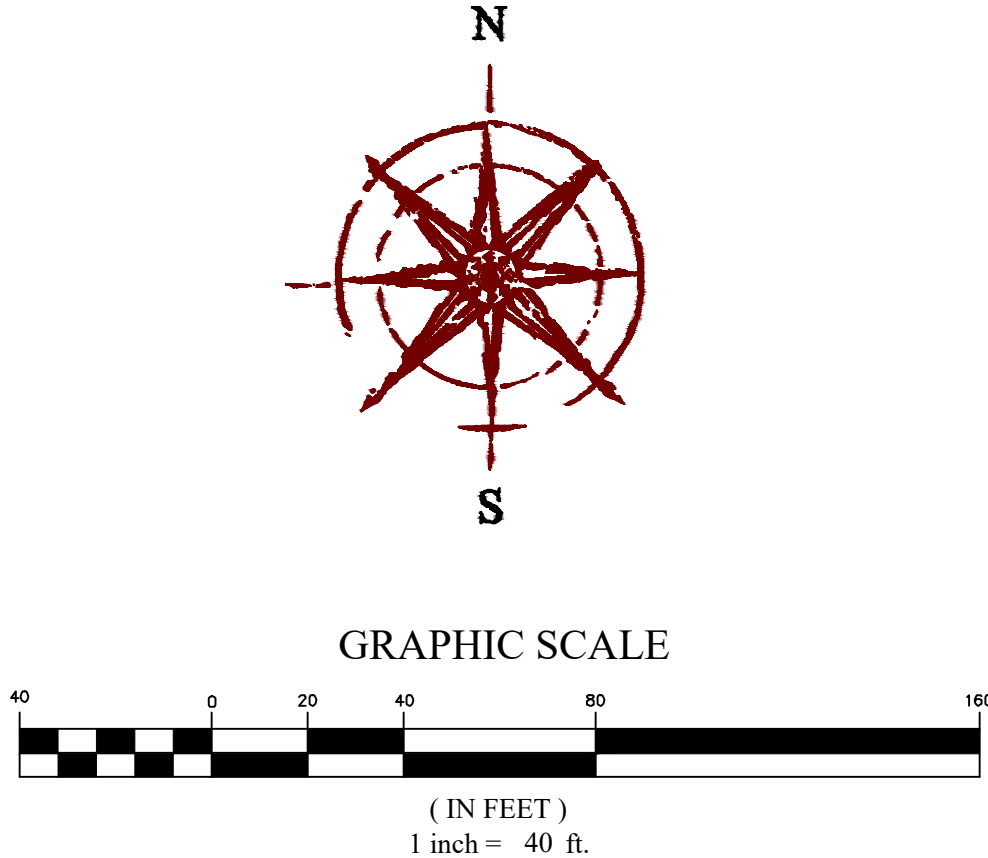
Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	229.50	13°03'13"	52.29	N27°24'32"E	52.17
C22	170.50	3°21'45"	10.01	S21°28'21"W	10.00
C23	23.00	90°00'00"	36.13	S45°00'00"W	32.53
C24	229.50	20°32'55"	82.31	N10°36'28"E	81.87
C25	193.50	33°12'01"	112.12	N73°44'00"E	110.56
C26	40.00	32°52'01"	22.95	S16°26'00"E	22.63
C27	170.50	31°15'10"	93.00	S15°57'35"W	91.85
C28	160.00	32°52'01"	91.78	N73°34'00"E	90.53
C29	160.00	33°12'01"	92.71	S73°44'00"W	91.42
C30	52.00	32°52'01"	29.83	S16°26'00"E	29.42
C31	50.00	23°09'13"	20.21	N78°25'24"W	20.07
C32	200.00	33°36'08"	117.29	S17°08'04"W	115.62
C33	200.00	14°08'40"	49.37	N26°51'48"E	49.25
C34	229.50	17°44'35"	71.07	S25°03'51"W	70.79
C35	33.00	7°51'15"	4.52	N04°47'16"E	4.52
C36	170.50	2°20'58"	6.99	S32°45'39"W	6.99
C37	126.50	5°26'36"	12.02	S59°51'17"W	12.01
C38	126.50	5°29'36"	12.13	S65°19'23"W	12.12
C39	229.50	33°36'08"	134.59	S17°08'04"W	132.67
C40	126.50	33°12'01"	73.30	S73°44'00"W	72.28

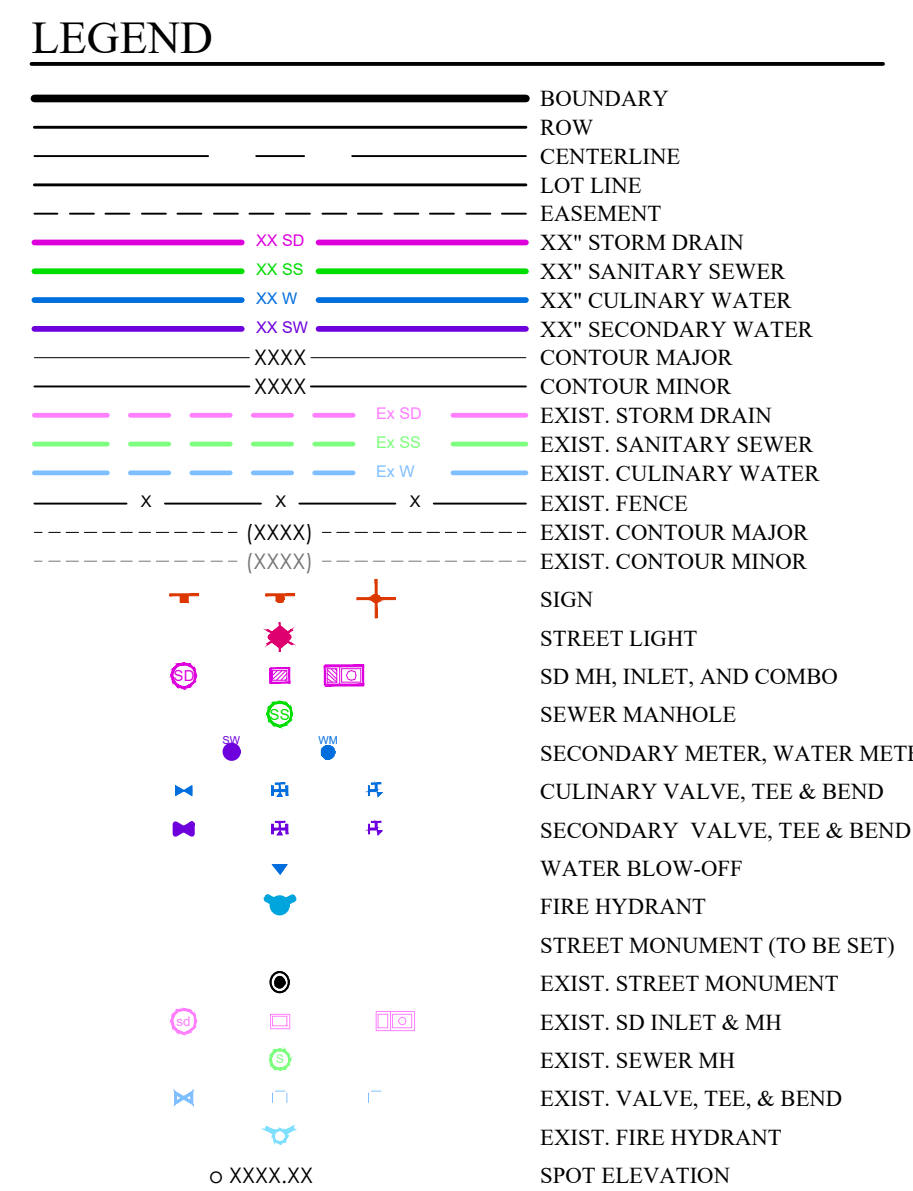
Easement Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
(C41)	127.72	11°59'13"	26.72	S63°13'39"W	26.67

Line Table		
LINE	DIRECTION	LENGTH
L1	S32°52'01"E	5.95
L2	S32°52'01"E	6.52
L3	N32°52'01"W	4.23
L4	N66°50'47"W	3.55
L5	S66°50'47"E	3.55
L6	N66°50'47"W	3.85
L7	N45°00'00"E	11.31
L8	N90°00'00"E	8.00
L9	N90°00'00"W	8.00
L10	N45°00'00"W	11.31

NOTES

- #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS.
- ALL PRIVATE ROADS TO SERVE AS A SEWER, CULINARY AND SECONDARY WATER EASEMENT IN FAVOR OF SPRINGVILLE CITY.
- ALL PRIVATE ROADWAYS ARE TO BE PUBLIC UTILITY EASEMENTS AND TO BE PUBLIC ACCESS EASEMENTS INCLUDING, BUT NOT LIMITED TO, GARBAGE TRUCKS, EMERGENCY VEHICLES, OR OTHER NECESSARY SERVICE VEHICLES.
- ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENT SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS AND ASSIGNS.
- ALL PRIVATE ROADWAYS ARE TO BE MAINTAINED BY THE H.O.A. INCLUDING, BUT NOT LIMITED TO, UPKEEP, REPAIR, PARKING ENFORCEMENT & SNOW REMOVAL. SNOW WILL NOT BE ALLOWED TO BE PUSHED INTO CITY STREETS.
- ALL PARCELS WITH THE EXCEPTION OF PARCEL J ARE HEREBY CONVEYED AS COMMON AREA AND TO BE MAINTAINED BY THE HOA.
- PARCEL J TO BE OWNED AND MAINTAINED BY EITHER LGI OR ITS SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE HOMEOWNERS ASSOCIATION.
- HOA IS RESPONSIBLE FOR ANY SURFACE RESTORATIONS AND/OR MAINTENANCE REQUIRED IN PRIVATE DRIVES IN EVENT UTILITY MAINTENANCE OR REPAIR OCCURS BY CITY OR OTHERS.
- NO TREE, SHRUBS, TELEPHONE BOXES, OR POWER BOXES ARE ALLOWED IN IRRIGATION COMPANY OR SPRINGVILLE DRAINAGE DISTRICT EASEMENTS.



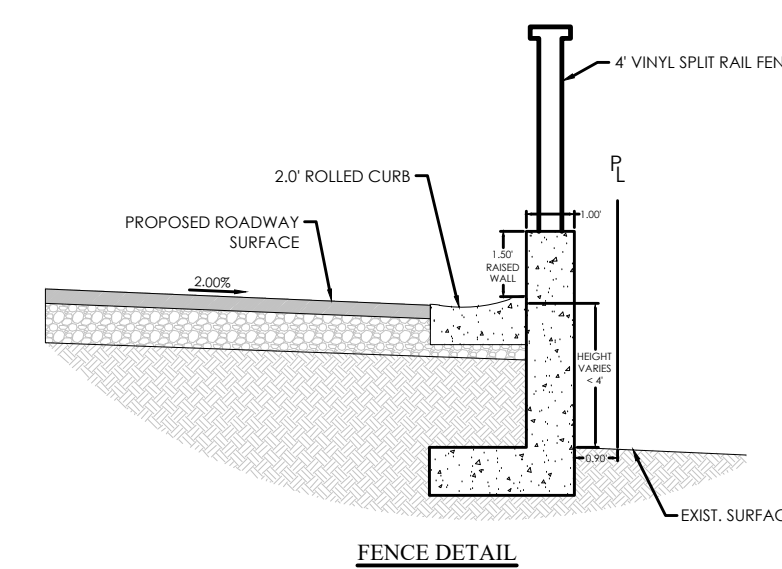


GRAPHIC SCALE

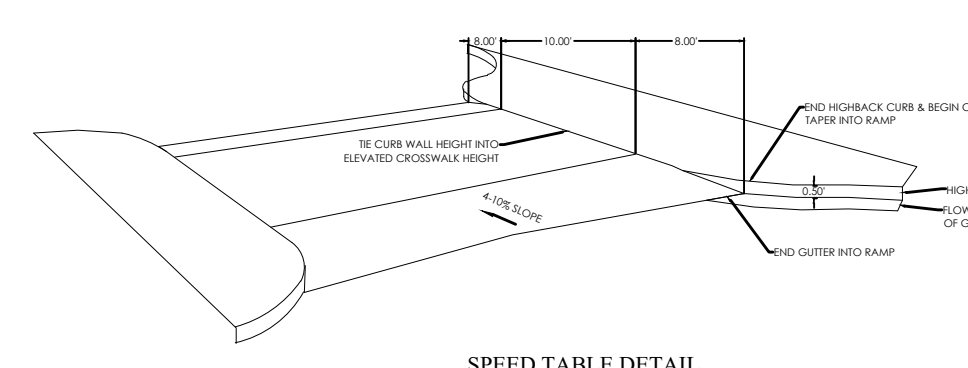
(IN FEET)
1 inch = 40 ft

CONTRACTOR NOTES:

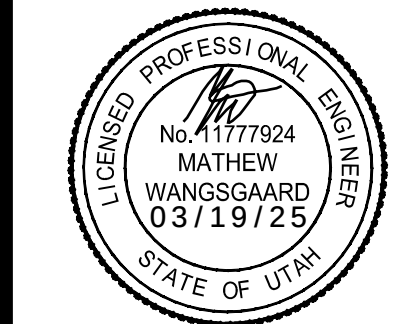
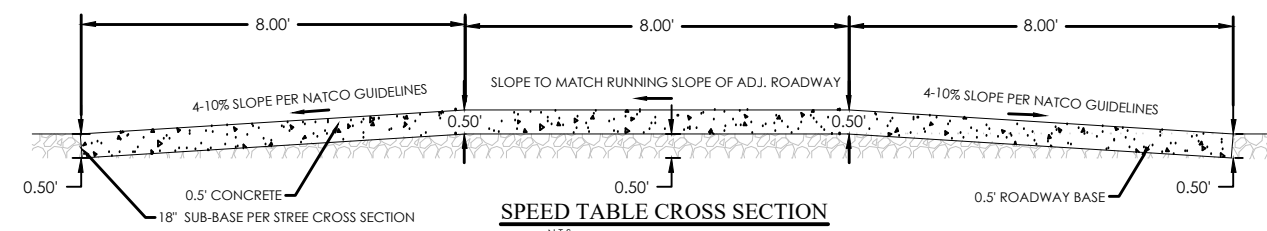
1. ALL RADII MEASURED FROM BACK OF CURB.
2. SEE SEWER AND WATER PLANS FOR SERVICE SIZE AND LOCATION.
3. IRRIGATION DITCH TO THE SOUTHWEST CORNER TO BE IMPROVED AND CLEARED TO MAINTAIN FLOW TO SOUTH DRAIN.



N.T.S.



NLS



REVIEWED FOR COMPLIANCE
APPROVED FOR CONSTRUCTION
DATE:03/26/2025
SPRINGVILLE CITY ENGINEERING DEPT

Copy of approved plans shall be available on site during construction. Any deviations from these plans shall receive approval from engineering department, which may require plan updates with approved stamp. City review is only for general conformance with the design concept of the project and general compliance with information provided in the contract documents. The contractor is responsible for dimensions and details of construction and for coordination of work with that of all other trades; and the satisfactory performance of his work. No work which may be defective in its construction or deficient in any of the requirements of the specifications will be accepted. Where no exception is noted, then shall not be released from the Contractor's responsibility for the proper execution of the work in accordance with all requirements of the specifications and applicable Department Agreements. Compliance is a responsibility of the Contractor and proper and said responsibility shall not be avoided by any act or omission on the part of the City or its employees.

LAKESIDE LANDFILL SPRINGVILLE, UT SITE PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
1	11-11-02	11-11-02
2	11-11-02	11-11-02
3	11-11-02	11-11-02
4	11-11-02	11-11-02
5	11-11-02	11-11-02
		11-11-02

SITE PLAN

Scale: 1"=40'	Drawn: GIM
Date: 03/19/25	Job #: 23-0419
Sheet:	

C3 1

March 28, 2025

TO: Planning Commission Members

FROM: Carla Wiese, Planner/Econ Dev Specialist

RE: Springville City Community Development seeking to amend the Springville City Code Title 11 Chapter 3 Article 402 Definitions and Title 11 Chapter 4 Article 301 Land Use Matrix to include Retail Commercial Manufacturing (RCM) as an allowed use in the RRC Zone and Title 11 Chapter 6 Supplementary Regulations to include Article 7 Retail Commercial Manufacturing Use within the RRC Zone.

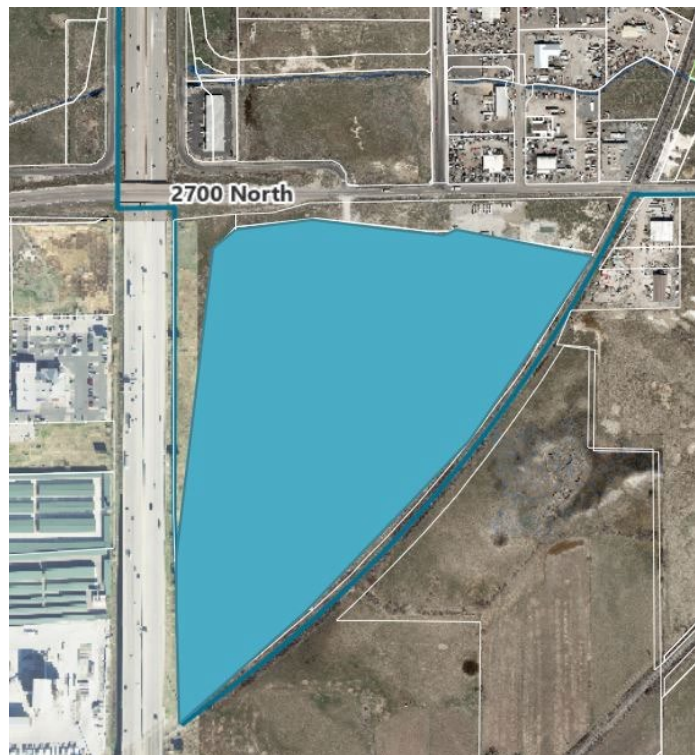
Petitioner: Springville City

Summary of Issues

Are the proposed amendments consistent with the General Plan?

Background

The city owned property located on the southeast of the intersection of I-15 and 1600 S was annexed into Springville in 2023 and zoned RRC in an effort to encourage the growth of sales tax generating businesses. Only uses which generated sales tax revenue would be allowed uses in the zone. Since the annexation, Springville has been approached with various concepts for development and those proposals have been evaluated based on the potential for sales tax revenue. The proposal from Sunpro to locate their garage door manufacturing, millwork and lumber yard was carefully considered and although the project would include manufacturing aspects which were not allowed uses under the RRC zone, the potential for sales tax generation was significant. The city determined that the manufacturing aspects of the proposed project were



necessary to create the end products, and the end products would generate significant sales tax revenue for the City. The Retail Commercial Manufacturing use along with the supplementary regulations have been narrowly crafted to maintain the original purpose of the RRC zone and to provide specific landscaping requirements that will maintain an aesthetic that is compatible with anticipated retail development on the adjacent parcels.

Analysis

The language of the amendments is narrow and in line with the provisions of the Development Agreement. The development is consistent with the Economic Development component of the General Plan which identifies the role of Springville City in assisting with the supply side of business development such as land assemblage. The General Plan also encourages the development of large retail establishments near freeway interchanges and encourages partnering with the private sector through easing the regulatory process when possible. The proposed zoning amendments are in line with the economic development strategies of the General Plan and the landscaping requirements provide a please aesthetic that benefits the overall look and feel of the community.

Staff Recommendation

Staff find that the proposed amendments are in line with the economic development strategies of the General Plan and the landscaping requirements are in line with the landscape requirements of Title 11 Chapter 6 Article 2 Landscaping Requirements.

Recommended Motion

Move to recommend to the City Council adoption of the proposed amendment to Springville City Code Title 11 Chapter 3 Article 402 Definitions and Title 11 Chapter 4 Article 301 Land Use Matrix to include Retail Commercial Manufacturing (RCM) as an allowed use in the RRC Zone and Title 11 Chapter 6 Supplementary Regulations to include Article 7 Retail Commercial Manufacturing Use within the RRC Zone.

Attachments

Attachment 1-Proposed Amendments

Attachments

Attachment 1-Proposed Amendments

11-3-402 Definitions.

Rear Lot Line – The lot line opposite and generally parallel to the front lot line. For a pointed or irregular lot, the rear lot line shall be an imaginary line parallel to and farthest from the front lot line, not less than forty feet (40') long and wholly within the lot.

Recreational Facilities, Outdoor – Recreational uses conducted wholly outdoors, including but not limited to athletic fields, golf driving ranges, miniature golf, skateboard park, tennis, handball, basketball courts, and swimming pools.

Recreational/Fitness Facility, Indoor Private – A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons indoors.

Recreational Vehicle – A vehicular unit other than a mobile home, designed as a temporary dwelling for travel, recreational and vacation use, which is either self propelled or is mounted on or pulled by another vehicle, including but not limited to a travel trailer, a camping trailer, a truck camper, and a motor home. A recreational vehicle is capable of being transported on public streets and highways. The gross RV/trailer area shall not exceed four hundred (400) square feet in the set up mode.

Recreation-Vehicle Court – An area or tract of land used to accommodate two (2) or more recreational vehicles.

Rehabilitation/Treatment Facility – A facility licensed by or contracted by the State of Utah to provide temporary occupancy and supervision of individuals (adults/juveniles) in order to provide rehabilitation, treatment, or counseling services. Such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health. Associated education services may also be provided to juvenile occupants.

Residential Facility for Elderly Persons – A single-family or multiple-family dwelling unit that is occupied by eight (8) or fewer elderly persons and meets the requirements of Section 10-9-516, Utah Code Annotated 1953, et seq., as amended. It does not include a health care facility.

Residential Facility for Persons with a Disability – Means a residence in which more than one (1) person with a disability resides; and (a) is licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Utah Code Annotated 1953; or (b) is licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act of Utah Code Annotated 1953.

Residential Health Care Facility – A facility providing assistance with activities of daily living and social care to two (2) or more residents who require protected living arrangements. Residential Health Care Facility does not include a nursing home, nursing care facility or hospice. Placement of any person in such a facility shall be on a strictly voluntary basis and not part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility. A facility shall not be a Residential Health Care Facility if any person being treated for alcoholism or drug abuse is placed there.

Residential Subdivision – Any land that is divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, of offer, sale, lease or development either on the installment plan or upon any and all other plans, terms or conditions for the use of single-family, two-family, and/or townhome dwellings only. For purposes of clarification, any remaining portion of the original lot from which additional lots were subdivided shall be counted as one (1) lot.

Rest Home – A dwelling for the care and keeping of elderly or infirm persons. To qualify, said dwelling must be approved to operate by the State Division of Social Services or other state agency.

Retail Commercial Manufacturing-Manufacturing of materials to create finished lumber, doors and millwork products to be sold as tangible personal property to building contractors with the point of sale being within Springville City. Included in this retail commercial manufacturing use are the accessory uses of storage for wholesale products (covering no more than 70% of the lot area) and professional office buildings (covering no more than 15% of the lot area) with the primary use of offices, workspace, and other office related facilities.

11-4-301 Land Use Matrix.

Land use descriptions for the abbreviated zones in the matrix can be found in Sections 11-4-101 and 11-4-102. Conditional use regulations are found in Chapter 7 of this Title.

LAND USE KEY P=Permitted Use C=Conditional Use Blank Box=Not Allowed

Springville City Code Land Use Matrix-Proposed
Amendment

INDUSTRIAL/MANUFACTURING & RELATED USES																						
Artisan Shop													P	P	P	P	P	P		P	P	P
Contractor Yard													–								P	P
Light Industry – Manufacturing Processes												P	–							C ³	P ³	P
Heavy Industry – Manufacturing Processes													–									P
Storage – Outdoor													–								P ³	P
Storage – Sand, Gravel, Earth, or Stone													–									P
Medical Cannabis Production Establishment		P											–									P
Warehousing – Storage and Distribution												P	–							P ³	P ³	P
Wholesale Trade and Warehousing												P	–							P ³	P ³	P
<u>Retail Commercial Manufacturing</u>																		<u>P⁷</u>				

1. In the NC Zone, General Retail greater than 40,000 sq. ft. in this case is limited to grocery stores only.
2. See Section 11-6-132. Medical cannabis pharmacies are not permitted in overlay zones that allow for residential dwellings.
3. In the event that any of the uses listed below are allowed under the “Land Use Matrix” found in this Section, they shall be prohibited within 500 feet of any road designated as an arterial street in the Springville City Master Street Plan in effect on May 19, 2020, which arterial streets consist of Main Street, 1400 North (SR 75), 400 South (SR 77), and SR 51 in the Highway Commercial and Regional Commercial Zones:
 - a. Storage Indoor;
 - b. Storage Outdoor;
 - c. Light Industry – Manufacturing Processes;
 - d. Warehousing – Storage and Distribution; and
 - e. Wholesale Trade and Warehousing.
4. In the CC Zone, dwelling units under the use entitled “Dwellings – Single- or Multiple-Family above First Floor (Mixed Use) (When Parking Is Located to the Side or Rear of the Building)” may be conditionally permitted on the first floor in compliance with the conditional use standards under Section 11-7-205(5). The conditional use standards only allow for dwelling units on the first floor in the CC Zone where the dwelling units front 700 South at least 100 feet away from the nearest right-of-way line of 1200 West.
5. No more than 95 senior independent living units shall be located within the MSSG Zone.
6. Tobacco specialty businesses shall meet the following:
 - a. One thousand (1,000) feet of a community location.
 - b. One thousand (1,000) feet of another retail tobacco specialty business; or
 - c. One thousand (1,000) feet from property used or zoned for:
 - i. Agricultural use; or
 - ii. Residential use.
7. Retail Commercial Manufacturing is not allowed within 300 feet of 1600 South. Retail Commercial Manufacturing is only allowed in the Regional Retail Commercial Zone on a lot that is located beyond 300 feet from 1600 South.

**CHAPTER 6
SUPPLEMENTARY REGULATIONS**

Article 7 – RETAIL COMMERCIAL MANUFACTURING WITHIN THE RRC ZONE

11-6-701 Applicability

11-6-701 Standards

11-6-701 Applicability

This section applies to the Retail Commercial Manufacturing use within the RRC Zone

11-6-702 Standards

- (1) The retail commercial manufacturing use shall be the main use on the lot and cover the majority of the lot area. The following uses are allowed accessory uses on the same lot as retail commercial manufacturing use and may only cover a percent of the lot area as follows:**

 - (a) Up to seventy percent (70%) of the lot area for storage of wholesale products; and**
 - (b) Up to fifteen percent (15%) of the lot area, professional office building(s) associated with the retail commercial manufacturing use.**
- (2) Any lot on which Retail Commercial Manufacturing is the use shall meet all RRC land use regulations in Titles 11 and 14 of the Springville City Code, except for the following:**

 - (a) Retail Commercial Manufacturing use structures, including storage buildings, shall not exceed a height of fifty (50) feet.**
 - (b) The minimum landscape area requirement on a lot with Retail Commercial Manufacturing shall be ten percent (10%) of the lot area.**
 - (c) When the lot is adjacent to I-15, the property owner shall install and maintain a twenty (20) foot-wide street frontage landscape border along the boundary line adjacent to the off-ramp of I-15. The landscape boarder shall meet the following requirements:**

 - i. The property owner shall plant and maintain large evergreen trees (or deciduous, dense canopied tree(s) with the approval of the Community Development Director. Other shrubbery and plantings shall also be included in the street frontage border area with a minimum of five (5) shrubs per twenty (20) linear feet.**
 - (d) The property owner with a lot line adjacent to another lot within the Regional Retail Commercial Zone shall install a five (5) foot landscape buffer along the entirety of the lot boundary line.**



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission Members

FROM: John Penrod – City Attorney

RE: **Sunpro Development Agreement**

Petitioner: Springville City

Summary of Issue

Springville City and the Sunpro Corporation entered into a purchase agreement wherein the city agreed to sell to Sunpro approximately 28 acres of property, historically known as the Suntana property, which is located at approximately 1750 West and 1600 South in Springville. As part of that agreement, the parties are required to address in a development agreement: (1) the installation of subdivision public improvements, (2) the operation of a retail commercial manufacturing business, and (3) a landscape plan. The proposed agreement addresses these three issues plus other common development agreement issues.

Background

In 2015, the Mountainland Association of Governments ("MAG") purchased the Suntana property for UDOT to construct the future I-15 interchange at 1600 South in Springville. Under its rules at that time, MAG could not own property. Accordingly, MAG asked Springville to act as a holding company for the Suntana property, and the property was deeded to Springville.

After MAG purchased the Suntana property, UDOT still needed portions of a 10-acre property located immediately west of the Suntana property and east of I-15 and asked Springville to help with that purchase. In 2022, Springville purchased the required 10-acre parcel, giving Springville City approximately 55 acres of property in that location.

In 2023, UDOT determined that it needed approximately 10 acres of the 55 acres for the I-15 interchange, and the City and UDOT entered into a transaction wherein UDOT ended up with the needed approximately 10 acres. Springville City then bought MAG's interest out of the remaining approximately 45 acres of property.

In 2024, Springville issued a request for proposals (the "RFP") for the purchase of the Suntana property. The RFP outlined the City's two biggest factors for selling the property, which were property purchase price and sales tax generation. After reviewing all of the submitted proposals, the City awarded a purchase agreement to Sunpro.

The City is concerned about three main things that the parties agreed to address in a development agreement, which include:

1. Subdividing the Suntana property and costs for installing subdivision improvements;
2. Operating a retail manufacturing business that brings in the sales tax promised; and
3. Installing a landscape plan that helps to screen the storage yard of Sunpro's business.

The proposed development agreement is to meet these three requirements.

Discussion

The development agreement is coming to the Planning Commission for its recommendation because development agreements sometimes reach beyond administrative actions and become land use regulations. Section 10-9a-532(2)(a) of the Utah Code states:

(2)(a) A development agreement may not:

- • •
- (iii) contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, 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.

The proposed Development Agreement does not just address administrative items, but it also contains terms that are possibly different from Springville City's land use regulations. Accordingly, the development agreement will in essence become a land use regulation, and as such, needs to follow the same process to be approved as any other land use regulation.

Even though the agreement stems from a property purchase agreement between Springville City and Sunpro, the Planning Commission should not give any weight to who the parties are or to their purchase agreement in determining its recommendation.

Public Improvements. Most of the development agreement provides requirements for following and installing subdivision public improvements. These provisions are common in Springville's development agreements. The particular agreement requires Sunpro to install all of the improvements as required by the finally approved subdivision construction plans. The City will reimburse Sunpro for the improvements.

Retail Commercial Manufacturing. Should Sunpro not develop the property and start operating it as a retail commercial manufacturing use within 30 months. The City will have the right to purchase the property back for the amount Sunpro purchases the property from the City.

The retail commercial manufacturing use is the “manufacturing of materials to create finished lumber, doors, and millwork products to be sold as tangible personnel property to building contractors with the point of sale being within Springville City.” Accessory uses include storage of products to be sold and a professional office building.

Landscape Plan. One of the Council’s biggest worries is that this use look good on the property because the property is at an entrance into the City. The land use plan that is part of the development agreement is attached.

Recommended Motion: Motion to recommend the approval of the development agreement to the City Council with any revisions the Planning Commission may want to see.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between SPRINGVILLE CITY, a Utah municipal corporation, (“City”) and SUNPRO CORPORATION, a Utah corporation (“Developer”). City and Developer are collectively referred to herein as the “parties.”

RECITALS

- A. Developer is developing approximately 28.279 acres of property historically known as the “Suntana” property, which is located at approximately 1750 West 162800 South North, Springville, Utah. A legal description of the property is attached as Exhibit A (the “Property”).
- B. Pursuant to a purchase agreement entered into between the parties (the “Purchase Agreement”), Developer is purchasing or has purchased the Property to develop the property to be used for importing and selling bulk lumber to be manufactured into retail products, manufacturing and selling door and millwork products, storing insulation, selling garage doors, and constructing an office building (the “Project”).
- C. The purpose of this Agreement is to set forth terms, conditions, and obligations between the parties to address three things required in the Purchase Agreement:
 - (1) The parties reach an agreement as to the cost for installing the public improvements for the subdivision of the Property;
 - (2) Developer develops the Project as described in Paragraph B to operate a retail commercial manufacturing business as that term is defined in the Springville City Code; and
 - (3) Developer installs a landscape plan that is agreeable to both parties, to screen and beautify the Project from I-15 and the entrance into Springville City, ensure that the Project is constructed and operated as the parties agreed to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City agree to the following:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

2. **Plans, Permits and Approvals; Impact Fees.**

A. **Plans; Revised Plans.**

- a. Subdivision Plat. The ~~attached as Exhibit B~~ Subdivision Plat attached as Exhibit B has been approved by Springville City or is going through the approval process. Developer shall meet all Springville City land use regulations to get the Subdivision Plan approved if it is not already approved.
- b. Construction Plans. Developer has prepared, or will prepare, detailed construction plans, drawings and specifications (collectively, the "Construction Plans") for the public improvements for the Subdivision Plat (the "Subdivision Public Improvements"), which Construction Plans have been approved by City, or must be approved through City's land use regulations and processes before construction on the Project may begin. The Construction Plans are attached as Exhibit C and incorporated herein by this reference ~~as Exhibit C~~.

B. Permits and Approvals; Documents. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the "Approvals") for installing the Subdivision Public Improvements and for the performance of the Project. Developer shall obtain any necessary approvals regarding any matters that are not specifically addressed in the final approved Construction Plans. This Agreement only deals with the Subdivision Public Improvements and issues in the Purchase Agreement that are required to be resolved in a development agreement. Developer will need to obtain all other approvals for the Project, including, without limitation, site plan and building approvals.

~~B. — Right of First Refusal – City represents and warrants to Developer that it has complied with all obligations it has under any rights of first refusal relating to the Property (the "Rights of First Refusal") and indemnifies Developer and its affiliates and all of their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from City's failure to comply with such obligations under the Rights of First Refusal.~~

C.

D. Impact Fees. Developer agrees to pay any "Impact Fees" for the Project in accordance with the applicable City requirements and land use regulations.

Commented [GF1]: Can we get an itemized list of those impact fees required for this project?

E. Documents. Developer agrees to provide City with a copy of relevant records and documents relating to the Subdivision Public Improvements, as reasonably requested by City.

~~E. — Water Credit and Dedication- The City represents and warrants to Developer that it received certain water rights that were conveyed to City when the City purchased the became owner of the Property in 2015 along with 2 artesian wells on the Property (the "Water Rights"). Developer acknowledges that the City cannot will not transfer the Water Rights to Developer but City hereby covenants and agrees that it will abandon and allow DDeveloper may to cap the existing wells. The City agrees that Developer is credited _____ acre feet of water for the Project. the water credit amount will be _____.~~

3. **Manner of Performance.**

A. **Term.** The term of this Agreement shall be for a period of ten years (the "Term") commencing on the date of Closing as that term is defined in the Purchase Agreement.

B. **Development Improvement Costs.** Construction Plans for the Subdivision Public Improvements are attached as Exhibit ~~CB~~ and meet the development improvement requirements for public infrastructure as described in Section 9.1 of the Purchase Agreement. The parties agree that the Development Improvement Costs shall be \$~~_____~~, \$878,620 (estimate from current plans) + \$100,000 (allowance for electrical/gas/contingency) and subject to any revisions to subdivision plans upon city review, which costs are itemized and included with Exhibit ~~EB~~. As stated in the Purchase Agreement, City shall reimburse Developer in an amount equal to the Development Improvement Costs within 30 days after the Subdivision Public Improvements pass inspection and are approved by ~~Springville~~ the Springville City, such approval not to be unreasonably withheld, conditioned or delayed as long as the Subdivision Public Improvements meet all Springville City land use regulations and standards.

C. **Compliance with Plans and Laws.** Developer shall pursue the Project and install the Public Improvements to completion (the "Work") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans and approval of all plans necessary to construct the Project, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville City Code (the "City Code"), rules, regulations, and official policies of the City governing the use and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

D. **Landscaping Plan.** The parties agree that Developer, at Developer's sole cost and expense, shall install and maintain landscaping as shown on the ~~the~~ landscaping plan attached as Exhibit ~~DC~~ meets the required landscaping requirements (the "Landscaping Plan"). The Landscaping Plan is the minimum landscaping Developer shall install and maintain. In the event that Springville City's land use regulations require Developer, as part of the site plan approval process, to install more landscaping than is shown on the landscaping plan, Developer shall install and maintain the landscaping required by Springville City's land use regulations. ~~of Springville the City's land use regulations or as modified by this Agreement and the Purchase Agreement. Developer, at Developer's sole cost and expense, shall install and maintain the landscaping as shown on the Landscaping Plan.~~

E. **Materials and Labor.** Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project at Developer's sole cost and expense, unless otherwise stated herein.

F. **Guarantee of Performance.** Developer will install the public improvements-, as shown on the Construction Plans (the "Improvements"), in accordance with the terms of the Purchase and Sale Agreement. City will reimburse Developer for the Improvements when they are 90% complete in accordance with Section 3B. The remaining 10% which will be withheld as security for Developer's warranty obligations and will be reimbursed to Developer after the (1) year improvement warranty period as long as the Improvements meet all warranty requirements

~~or are repaired and corrected as required during the warranty period. Developer acknowledges and agrees that an improvement completion assurance is required for the Project. Developer will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Subdivision Public Improvements. Developer shall pay City the full amount of the Subdivision Public Improvements as part of the purchase price of the Property at the closing. City shall hold the Development Improvement Costs as the required improvement completion assurance for the Subdivision Public Improvements and release it to Developer as stated in Section 3B.~~

~~G. Improvement Warranty. Prior to City's acceptance of the Subdivision Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to City's City Administrator in accordance with Section 14-5-205 of the City Code.~~

~~H.G. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.~~

~~H.H. Inspections. Developer shall ensure that all inspections necessary for the Subdivision Public Improvements under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Subdivision Public Improvements at the sole cost and expense of Developer. City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.~~

4. Off-site Work and Additional Fees and Costs.

~~Electrical Extension Fees. Developer shall pay electrical extension fees as determined by Springville City's Power Department for costs to provide power to the Property.~~

Commented [GF2]: Electrical Plan provided to Stewart Bird and Devin Jensen to determine the extension costs

5. Ownership of Improvements; Acceptance and Dedication. Developer shall retain ownership of Subdivision Public Improvements and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the Subdivision Public Improvements prior to final acceptance thereof by ~~Springville the~~ City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer in accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

6. Retail Commercial Manufacturing Use. Within ~~30~~⁴⁸ months, Developer shall (i) develop the Property for Retail Commercial Manufacturing ("RCM"), as that term is defined in Springville's

land use regulations, and (2) start operating it's RCM business on the Property. In the event Developer fails to commence operating it's RCM business on the Property within the said 30-month period, _____ (the "Purchase Rights"). The parties shall sign and at Closing, as defined in the Purchase Agreement, and record in the Utah County Recorder's Office the Notice of Purchase Rights attached as Exhibit _____, disclosing the Purchase Rights. ; provided, however, that if Developer is delayed by activities or factors beyond Developer's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, or acts of God, the aforementioned deadline shall be extended by the duration of such delay.. In the event that Developer sales the Property within 10 years of the date of Closing, as that term is defined in the Purchase Agreement, Developer shall pay City an amount equal to one half (50%) of the total amount Developer receives on any sale above the Purchase Price, as that term is defined in the Purchase Agreement.

7. **Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 7.

8. **Indemnity.** Developer agrees to indemnify, release and defend City ~~with Counsel of City's choice,~~ and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents, (ii) any claim or action related to the work performed by Developer in connection with the installation of the Subdivision Public Improvements or breach of this Agreement (except to the extent caused by the City's negligence or willful misconduct), (iii) any negligent or defective construction of any part of the Subdivision Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Subdivision Public Improvements by City; and (iv) liens or claims on the Subdivision Public Improvements by any persons providing materials and/or services related to such Subdivision Public Improvements on behalf of or at the request of Developer.

9. **Authority and Authorization.** Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.

10. **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

11. **Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health

Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

12. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

13. Attorney Fees. In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

14. Severability. Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

15. Modification. Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY

Attest:

By: _____
Matt Packard, Mayor

CITY RECORDER

DEVELOPER – _____

By: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this _____ day of _____, 2025, before me personally appeared _____, known to me to be the person who executed this Development Agreement as the Developer and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this _____ day of _____, 2025, before me personally appeared Matt Packard, known to me to be the person who executed this Development Agreement on behalf of Springville City and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Exhibit “A”

Legal Description

| Lot 3 of the Sunpro Subdivision

Exhibit “B”

Subdivision Plat

Exhibit “C”

Construction Plans

Exhibit “D”

Landscaping Plan

Exhibit “E”

Development Improvement Costs

CONCEPT LANDSCAPE PLAN

LANDSCAPE
ARCHITECT
SEAL

REVISIONS:

SHEET

LA.1

