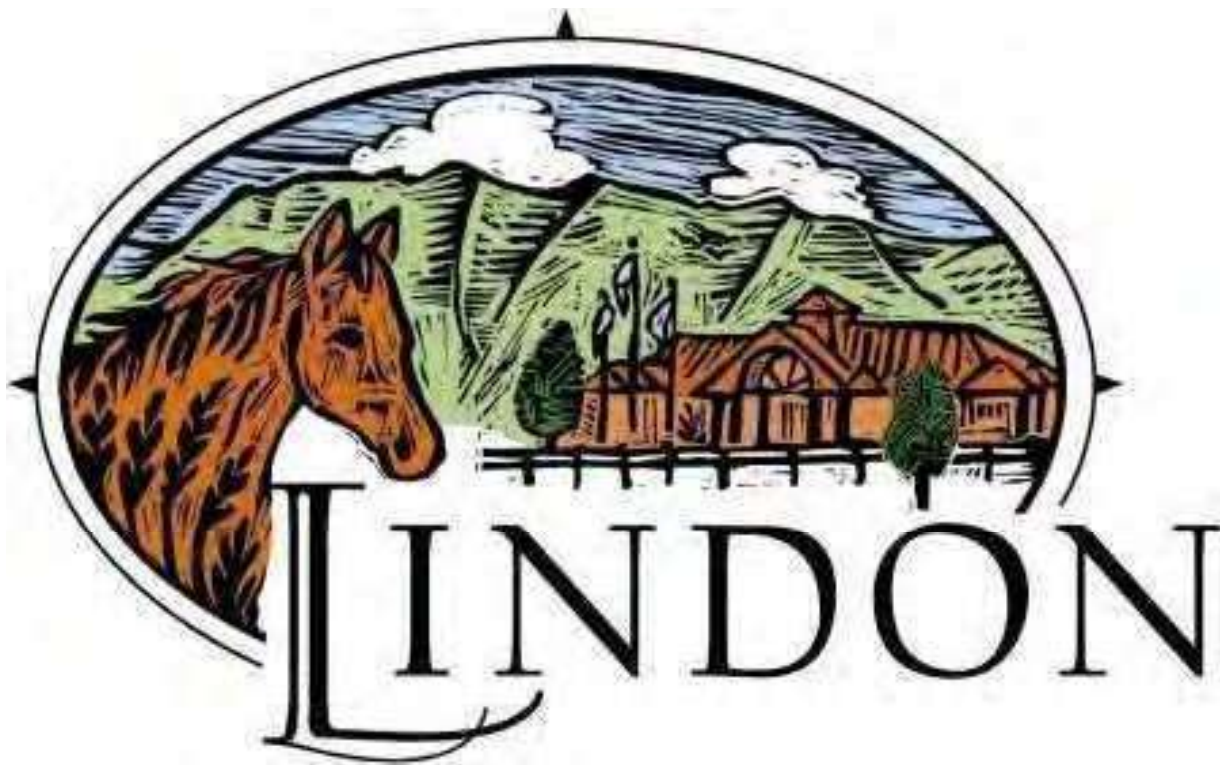


Lindon City Planning Commission Staff Report



July 14, 2026

Notice of Meeting

Lindon City Planning Commission



The Lindon City Planning Commission will hold a regularly scheduled meeting on **Tuesday, July 14, 2026**, in the Council Room of Lindon City Hall, 100 North State Street, Lindon, Utah. The meeting will begin at **6:00 p.m.** This meeting may be held electronically to allow a commissioner to participate by video or teleconference. Meetings are broadcast live at www.youtube.com/LindonCity. The agenda will consist of the following items:

Agenda

Invocation: By Invitation

Pledge of Allegiance: By Invitation



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

- 1. Call to Order**
- 2. Approval of minutes - Planning Commission 06/23/2026**
- 3. Public Comment**
- 4. Public Hearing - Amendment and Termination of the Development Agreement - Lindon City and MS Industrial Properties**
MS Industrial Properties, LLC is requesting approval of an ordinance amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC. (15 minutes)
- 5. Public Hearing - Zone Amendment – North Pointe Solid Waste Special Service District**
North Pointe Solid Waste Special Service District is requesting to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial. (15 minutes)
- 6. Community Development Director Report - General City Updates**

Adjourn

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Community Development Department, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our Staff may be contacted directly at (801) 785-7687. City Codes and ordinances are available on the City web site found at www.lindon.gov. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services programs or events should call Britni Laidler at 785-1971, giving at least 24 hours' notice.

The above notice/agenda was posted in three public places within Lindon City limits and on the State <http://www.utah.gov/pmn/index.html> and City www.lindon.gov websites.

**The duration of each agenda item is approximate only*

Posted By: Britni Laidler, City Recorder

Date: 07/10/2026 **Time:** 5:00 pm

Place: Lindon City Center, Lindon Police Station, Lindon Community Center

Notice of Meeting
Lindon City Planning Commission



Item 1 – Call to Order

Sharon Call
Mike Marchbanks
Rob Kallas
Steve Johnson
Scott Thompson
Jared Schauers
Karen Danielson
Ryan Done

The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday, June 23, 2026 beginning at 6:00 p.m.** at the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 6:00 P.M.

Conducting: Rob Kallas, Chairperson
Invocation: Karen Danielson, Commissioner
Pledge of Allegiance: Steve Johnson, Commissioner

PRESENT

Rob Kallas, Chairperson
Sharon Call, Commissioner – *Appeared Virtually*
Karen Danielson, Commissioner
Mike Marchbanks, Commissioner
Steve Johnson, Commissioner
Michael Florence, Community Dev. Director
Brittany Wilde, City Planner
Britni Laidler, Recorder

EXCUSED

Brian Haws, City Attorney
Jared Schauers, Commissioner
Scott Thompson, Commissioner
Ryan Done, Commissioner

1. **CALL TO ORDER** – The meeting was called to order at 6:00 p.m.

2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the Planning Commission meeting of June 9, 2026, were reviewed.

COMMISSIONER JOHNSON MOVED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JUNE 9, 2026 AS PRESENTED. COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

3. **PUBLIC COMMENT** – Chairperson Kallas called for comments from any audience member who wishes to address any issue not listed as an agenda item. The following comments were made:

Mark Weldon – representing WI Commercial Properties (WICP), addressed the Commission regarding a longstanding commitment made by UDOT and the City of Lindon to install a traffic signal near his company's properties on Pleasant Grove Boulevard, west of the freeway. Mr. Weldon described a persistent pattern of dangerous traffic conditions at the intersection, including multiple serious accidents, heavy cut-through traffic, and school bus speeding. He noted that WICP had voluntarily funded roadway improvements during construction of the Wilson Tech 5 building and had offered soft money contributions toward a signal, but that UDOT and American Fork City had not advanced the project despite promises made as far back as 2018.

2 Mr. Weldon urged the Commission to advocate for interim safety measures — such as painted
3 speed bumps, lane markings, cautionary signage, and speed reductions — if installation of a full
4 traffic signal remained delayed, and called on the city's leadership to apply stronger pressure on
UDOT and American Fork City.

6 Community Development Director Michael Florence acknowledged the issue, noting that
7 UDOT's regional leadership had recently been directed to prioritize the project. Progress had
8 been made in securing right-of-way from the LDS Church and beginning the relocation of utility
poles on the Lindon side; however, obtaining cooperation and right-of-way dedication from
10 American Fork City remained the primary obstacle. The Commission acknowledged the concern
and agreed to continue pressing the matter through appropriate channels.

12
4. CURRENT BUSINESS –Minor Subdivision – Lindon Harbor Industrial Park. Deny

14 Farnworth is proposing a minor subdivision to divide the property located at 1283 W 300
S into two (2) lots.

16 Director Florence presented the request for minor subdivision approval at 1279 West 300
South (Parcel 45-241:0026). He reminded the Commission that this property had appeared on a
18 prior agenda, at which time a conflict was identified with a city ordinance restricting lot length-
to-width ratios. The City Council subsequently approved an amendment to that ordinance,
20 clearing the path for the current plat to proceed. The proposed subdivision would create two lots,
each just over one acre in size. One building has already been constructed on the eastern lot. The
22 surrounding area is light industrial.

24 Director Florence noted that the original site plan, dating to approximately 2017,
contemplated two buildings on either side of a central parking area, and that the proposed eastern
lot remains buildable with adequate parking, fire access, landscaping, and turnaround area. He
26 noted that staff identified cross-access easements for shared parking as a key condition to
accompany approval.

28 The applicant's representative, Lyle Lamoraux, briefly explained the property's history.
He mentioned that they initially planned four lots but faced issues with utility lines. A gas line
30 wasn't placed where they expected, and a power line was not moved as promised, which affected
progress. He also noted they sold some land to the city for a trail project near the drainage area.

32 Chairperson Kallas noted that while he did not recall a prior formal Commission approval
for four buildings, he appreciated the context. Commissioners found the proposal straightforward
34 and in order.

36 Chairperson Kallas called for further comments or discussion from the Commissioners.
Hearing none, he called for a motion.

38 COMMISSIONER MARCHBANKS MOVED TO APPROVE THE APPLICANT'S
REQUEST FOR MINOR SUBDIVISION APPROVAL AT 1279 W 300 S. (PARCEL
45:241:0026) WITH THE FOLLOWING CONDITIONS: 1. THE APPLICANT WILL

2 CONTINUE TO WORK WITH THE CITY ENGINEER TO MAKE ALL FINAL
CORRECTIONS TO THE PLAT; 2. PRIOR TO PLAT RECORDING, THE APPLICANT
4 WILL UPDATE THE FINAL PLAT MYLAR TO INCLUDE NOTARIZED SIGNATURES OF
OWNERS' CONSENT TO DEDICATION; AND OBTAIN SIGNATURES OF ALL ENTITIES
6 INDICATED ON THE SUBDIVISION PLAT ATTACHED HERETO; 3. THE PLAT WILL
MEET AND BE CONSTRUCTED AS PER APPLICABLE SPECIFICATIONS AS FOUND IN
8 THE LINDON CITY DEVELOPMENT MANUAL; AND 4. ALL ITEMS OF THE STAFF
REPORT. COMMISSIONER DANIELSON SECONDED THE MOTION. THE VOTE WAS
10 RECORDED AS FOLLOWS:

CHAIRPERSON KALLAS AYE

12 COMMISSIONER CALL AYE

COMMISSIONER MARCHBANKS AYE

14 COMMISSIONER JOHNSON AYE

THE MOTION CARRIED UNANIMOUSLY.

16
18 **5. Minor Subdivision – Blackhurst Manor.** Brook Blackhurst is requesting minor
subdivision approval to create a one-lot subdivision.

20 City Planner Brittany Wilde presented the request by applicant Brook Blackhurst for
minor subdivision approval to create a one-lot subdivision and plat amendment at Parcel 45-
182:004. The subject lot is approximately 0.484 acres (21,073 square feet), and the applicant
22 intends to construct a single-family home on the newly created lot. Staff confirmed that all
applicable subdivision requirements had been met.

24
26 A public comment letter was received from the adjacent Ricks property, located to the
rear of the Blackhurst parcel. The Ricks expressed support for the subdivision but noted a desire
to ensure future access to their property through the Blackhurst parcel should they ever choose to
28 develop. Commissioner Marchbanks, who identified himself as a neighbor to the property,
clarified that the Ricks currently access their property through their own home frontage and have
30 not historically used the Blackhurst land for access. He noted that future drainage considerations
— specifically the shallow depth of the sewer main — might pose challenges for any rear
32 development and offered to speak with the Ricks informally. Following some general discussion,
the Commission agreed that since access agreements between private landowners are not
34 something the Commission handles, they don't affect the current application.

36 Discussion arose regarding the technical structure of the approval, specifically that the
action would both create a new lot (Lot 1 of Blackhurst Manor) and amend the existing Lupus
38 Estates Plat A from which a portion of the land is being drawn. Once commission members felt
comfortable with the wording, Chairperson Kallas called for further comments or discussion
40 from the Commissioners. Hearing none, he called for a motion.

42 COMMISSIONER JOHNSON MOVED TO APPROVE THE APPLICANT'S
REQUEST FOR MINOR SUBDIVISION APPROVAL AT PARCEL 45:182:0004 WITH THE
44 FOLLOWING CONDITIONS: 1. THE APPLICANT WILL CONTINUE TO WORK WITH
THE CITY ENGINEER TO MAKE ALL FINAL CORRECTIONS TO THE ENGINEERING
46 DOCUMENTS AND PLAT; 2. IF REQUIRED, COMPLETE (OR POST AN ADEQUATE
IMPROVEMENT COMPLETION ASSURANCE), WARRANT AND POST REQUIRED

2 ASSURANCE FOR ALL REQUIRED PUBLIC INFRASTRUCTURE IMPROVEMENTS; 3.
4 PRIOR TO PLAT RECORDING, THE APPLICANT WILL UPDATE THE FINAL PLAT
6 MYLAR TO INCLUDE NOTARIZED SIGNATURES OF OWNERS' CONSENT TO
8 DEDICATION; AND OBTAIN SIGNATURES OF ALL ENTITIES AND INDIVIDUALS
10 INDICATED ON THE SUBDIVISION PLAT ATTACHED HERETO; 4. THE PLANS AND
12 PLAT WILL MEET AND BE CONSTRUCTED AS PER APPLICABLE SPECIFICATIONS
14 AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL; 5. ALL ITEMS OF THE
16 STAFF REPORT; 6. THE LUPUS ESTATES PLAT A WILL BE AMENDED IN
CONJUNCTION WITH THIS APPROVAL COMMISSIONER MARCHBANKS SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

12 CHAIRPERSON KALLAS AYE
14 COMMISSIONER CALL AYE
16 COMMISSIONER MARCHBANKS AYE
COMMISSIONER JOHNSON AYE
THE MOTION CARRIED UNANIMOUSLY.

18 **6. Site Plan – 7 Brew.** Toth & Associates, Inc. is requesting site plan approval to construct
a fast-food drive-thru business located at 706 N. State Street.

20 City Planner Wilde presented the site plan application by Toth & Associates, Inc. for a
510-square-foot coffee shop with a two-lane drive-through and a 238-square-foot cooler
22 structure, to be located at 706 North State Street. The property is zoned General Commercial.
She noted that the proposal involves demolition of the existing structures on site.

24 Planner Wilde went on to state that the site plan provides 10 parking stalls, which
exceeds the minimum requirement of 5; 24 stacking spaces across two drive-through lanes, and a
26 landscaping buffer along State Street ranging from approximately 39 to 53 feet, with existing
street trees to remain. She then stated that access to the property is provided from State Street
28 through a shared access easement with the neighboring parcel, both of which are owned by the
same family. The primary building material is brick paneling with metal canopies and
30 architectural detailing, with a proposed 7-foot concrete wall along the eastern property line to
buffer the adjacent residential property, as required by the ordinance. The building's color palette
32 complies with Lindon's adopted color standards.

34 Staff noted two architectural considerations for the Commission. Firstly, the current plans
lack a projecting window sill, which is mandated by commercial design standards for windows
36 that do not reach ground level. Director Florence likened this feature to the brick course on the
nearby Swig building. Secondly, the commercial design standards recommend that primary
38 entrances should face public streets; however, the building's walk-up ordering door is positioned
on the south side rather than toward State Street.

40 The applicant's representative, Timothy Fries, explained that 7 Brew operates as a 99.9%
42 drive-through concept. There is no public lobby; the building is entirely a kitchen and operations
facility, he noted that customer service is handled by employees with iPads who take orders at
44 the vehicle or at outdoor picnic tables near the south-side employee entrance. Mr. Fries
confirmed the company currently has six locations open and plans to expand to 28 by the end of

2027. He stated the company would comply with any requirements the Commission imposed, while noting that a walk-up window would require reworking internal equipment layouts.

The Commission debated at length whether the walk-up requirement applied and how it should be satisfied. Commissioner Johnson observed that unlike the Swig application — where the walk-up window was required as a substitute for an inaccessible front entrance — the 7 Brew's employee door on the south side is visible from and in close proximity to State Street, and could reasonably be interpreted as meeting the intent of the orientation standard, particularly if outdoor seating tables are provided to create a small plaza-like environment at that entrance. Director Florence advised that the ordinance language calls for primary entrances to be oriented toward streets or public spaces such as plazas, courtyards, or pathways with higher pedestrian activity, and that the Commission could make a finding that the combination of the south-side entrance and outdoor seating satisfies that intent. The Commission accepted this interpretation. The projecting window sill detail was noted as an item to be resolved during final design review with staff.

Staff also noted that an existing drainage ditch along the eastern property line — used by Pleasant Grove City for stormwater — may or may not fall within the development parcel. The applicant was directed to contact Pleasant Grove City to determine the ditch's location; if it is on-site, the ditch must be piped and graded to allow the adjacent property to the south to tie in upon future development. Additionally, the property is located within a floodplain, requiring the applicant to obtain a floodplain development permit prior to final approval.

Chairperson Kallas called for further comments or discussion from the Commissioners. Hearing none, he called for a motion.

COMMISSIONER JOHNSON MOVED TO APPROVE THE APPLICANT'S REQUEST FOR SITE PLAN APPROVAL WITH THE FOLLOWING CONDITIONS: 1. THE APPLICANT WILL CONTINUE TO WORK WITH THE CITY ENGINEER TO MAKE ALL FINAL CORRECTIONS TO THE ENGINEERING DOCUMENTS; 2. THE PLANS WILL MEET DEVELOPMENT SPECIFICATIONS AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL; 3. FINAL EXTERIOR MATERIAL DESIGN IS APPROVED AS PROPOSED AND WILL MEET THE COMMERCIAL DESIGN STANDARDS FOR COMMERCIAL SITES AND BUILDINGS IN ALL OTHER ASPECTS; 4. THE APPLICANT WILL COMPLETE THE FLOODPLAIN DEVELOPMENT PERMIT; 5. PRIOR TO FINAL APPROVAL, THE APPLICANT WILL PROVIDE A COPY OF THE UDOT ACCESS PERMIT; 6. THE APPLICANT WILL WORK WITH LINDON CITY AND PLEASANT GROVE ENGINEERING TO DETERMINE WHETHER THE DITCH ON THE EAST SIDE OF THE PROPERTY IS ON THE DEVELOPMENT SITE AND IF SO, THE DITCH WILL BE PIPED AND DESIGNED TO SLOPE SO THAT THE PROPERTY TO THE SOUTH, WHEN IT DEVELOPS, CAN TIE IN; 7. THE APPLICANT WILL COMPLY WITH ALL BONDING REQUIREMENTS, IF APPLICABLE; 8. TABLES WILL BE PLACED IN THE PLAZA AREA TO MEET THE BUILDING ORIENTATION AND ACCESS REQUIREMENTS OF THE COMMERCIAL DESIGN STANDARDS; AND 9. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON KALLAS AYE
COMMISSIONER CALL AYE
COMMISSIONER MARCHBANKS AYE
COMMISSIONER JOHNSON AYE
THE MOTION CARRIED UNANIMOUSLY.

7. Concept Plan Review – Fortem Building Expansion. Lauren Weldon is requesting a concept plan review to receive general feedback for a future addition to the building located at 1855 W. 500 N.

Mark Weldon of WI Commercial Properties (WICP) presented a plan to expand the building at 1855 West 500 North, which is currently occupied by Fortem Technologies, a company specializing in military drone manufacturing. Originally serving as an office for Frontier Communications, the 51,000-square-foot building was partially transitioned by Fortem for manufacturing purposes, requiring intricate conditions such as electrostatic-free floors. Fortem has expanded significantly, boosting its revenue by \$50 million. As a result, they see the necessity for an enlargement to accommodate their growing operations. The expansion is set to extend into the west side parking lot and could result in the building's ceiling height increasing to approximately 26 feet. The design of the addition will maintain the cohesive aesthetics of the existing structure, ensuring that all four sides have a consistent appearance, although the new sections will be slightly taller.

Weldon informed the Commission that the initial services for the expansion would involve a significant financial investment in the range of \$110,000, but the expected outcome is a substantial rise in the building's overall value, potentially reaching \$24 million. Surrounding landscaping is more than adequate, and despite the reduction of some parking spaces due to the expansion, parking will remain sufficient thanks to shared agreements with neighboring properties. Mr. Weldon also highlighted the ample parking resources available within the entire development, emphasizing that issues such as over-parking have been strategically addressed. Furthermore, he reassured the Commission that no regulatory difficulties are anticipated in proceeding with the expansion project. The Planning Commission responded favorably, indicating robust support and strongly encouraging Mr. Weldon to advance with submitting a comprehensive construction and site plan proposal. The growth prospect is seen as a positive development for Lindon, as Fortem, a technologically advanced company with military partnerships, continues to strengthen its presence and invest in the community.

Chairperson Kallas called for further comments or discussion from the Commissioners. Hearing none, he moved onto the next agenda item.

8. Community Development Director Report-

- Overview of upcoming agenda items
- General City Updates

ADJOURN-

2 COMMISSIONER MARCHBANKS MOVED TO ADJOURN THE MEETING AT 7:32
PM. COMMISSIONER DANIELSON SECONDED THE MOTION. ALL PRESENT VOTED
4 IN FAVOR. THE MOTION CARRIED.

6
8 Approved, July 14, 2026

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14

Rob Kallas, Chairperson

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18
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Michael Florence, Community Development Director

- The Development Agreement originated in 2008 when MS Industrial Properties proposed developing approximately 10.31 acres. At that time, 1200 West was identified on the Lindon City Master Street Plan as a future public street adjacent to the development.
- As part of the Development Agreement, Lindon City and MS Industrial Properties agreed that the portion of 1200 West located between the proposed MS Properties buildings would be constructed, including the installation of the required utilities. However, because 1200 West did not extend south to Center Street, the roadway would not function as a public street and would instead serve primarily as a driveway between the buildings. Consequently, the City did not want to assume responsibility for maintaining a roadway that was not yet part of the public street network.
- To address this issue, the Development Agreement required the developer to deposit funds into escrow for a future asphalt overlay once 1200 West was extended south to Center Street. The agreement also required the roadway to be dedicated to Lindon City at the time the future street connection was completed.
- The Lindon City Council, following a recommendation from the Planning Commission, approved an amendment to the Lindon City General Plan Future Land Use and Street Master Plan Maps, removing the planned 1200 West connection between 400 North and 200 North.
- Because the future extension of 1200 West has been removed from the General Plan Street Master

Plan, the circumstances that gave rise to the Development Agreement no longer exist. Accordingly, both the City and the property owner have determined that the original purpose of the Development Agreement can no longer be fulfilled and should be amended and terminated.

Motion

I move to recommend (approval, denial, or continuance) of Ordinance No. 2026-13-O amending and terminating the Development Agreement between Lindon City and MS Industrial Properties, LLC, that was recorded with the Utah County Recorder's office on June 16, 2008.

Exhibits

- Ordinance

ORDINANCE NO. 2026-13-O

AN ORDINANCE OF THE LINDON CITY COUNCIL APPROVING AN AMENDMENT TO AND TERMINATION OF A DEVELOPMENT AGREEMENT BETWEEN LINDON CITY AND MS INDUSTRIAL PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND TERMINATION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lindon City (“City”) and MS Industrial Properties (“Owner”) entered into a Development Agreement dated June 3, 2008 (the “Development Agreement”), governing the development of certain real property located within Lindon City, and specifically addressing the future development of a portion of Lindon’s planned street at 1200 West; and

WHEREAS, the Development Agreement was approved by the Lindon City Council pursuant to the authority granted under the Utah Land Use, Development, and Management Act (LUDMA); and

WHEREAS, the Development Agreement was recorded in the Office of the Utah County Recorder on June 16, 2008, and constitutes a binding agreement affecting the subject property; and

WHEREAS, on January 22, 2026, MS Industrial Properties, LLC submitted a land use application to amend the Lindon City General Plan Street Master Plan Map to remove portions of the future 1200 West and 200 North planned streets; and

WHEREAS, on February 4, 2026, the Lindon City Planning Commission held a properly noticed public hearing and made a recommendation to the Lindon City Council; and

WHEREAS, on May 4, 2026, the Lindon City Council approved the amendment of the Lindon City General Plan Street master plan map by removing the section of 1200 W. planned roadway between 400 N. and 200 N.; and

WHEREAS, due to the amendment of the Lindon City General Plan Street Master Plan Map, the City and the Owner have reviewed the provisions of the Development Agreement and have determined that the original purpose of the Development Agreement can no longer be fulfilled and should be amended and terminated; and

WHEREAS, the City and the Owner desire to mutually amend the Development Agreement for the sole purpose of terminating the agreement and releasing both parties from any remaining rights, obligations, duties, and responsibilities arising under the Development Agreement, except for any provisions that expressly survive termination, if any; and

WHEREAS, the City Council finds that terminating the Development Agreement is in the best interest of the public health, safety, and welfare, is consistent with the City’s planning objectives, and will eliminate an agreement that is no longer needed; and

WHEREAS, the Lindon Planning Commission held a public hearing on July 14, 2026, to receive public comment regarding the proposed amendment and termination of the Development Agreement.

WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LINDON CITY, UTAH, AS FOLLOWS:

Section I. Approval of Amendment and Termination.

The City Council hereby approves the Amendment and Termination of the Development Agreement dated January 3, 2008, between Lindon City and MS Properties in substantially the form attached hereto as **Exhibit A**.

Upon execution by both parties, the Development Agreement shall be terminated and shall have no further force or effect except for those provisions, if any, that expressly survive termination.

Section II. Severability.

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section III. Effective Date.

This Ordinance shall take effect immediately upon its passage and posting as required by law.

PASSED AND ADOPTED AND MADE EFFECTIVE by the City Council of Lindon City, Utah, this ____ day of _____, 2026.

Carolyn O. Lundberg, Mayor

ATTEST:

Britni Laidler
Lindon City Recorder

SEAL

DEVELOPMENT AGREEMENT

ENT 69489:2008 PG 1 of 14
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jun 16 12:00 pm FEE 0.00 BY SW
RECORDED FOR LINDON CITY CORPORATION

This Development Agreement ("Agreement") is made and entered into this day of January, 2008 (the "Effective Date"), by and between M. S. Industrial Properties, LLC, 435 N. 1200 W., Lindon, UT 84042 ("Owner"), and City of Lindon ("City").

This Agreement is made with reference to the following facts:

- A. Owner has submitted to the City an application for preliminary plat approval of Lakeview Industrial Park, Plat "C" lot 26 at 400 North and 1200 West, Lindon, UT (the "Project").
- B. The Project fronts on 1200 West Street.
- C. The proposed Project plat description consists of approximately 10.31 acres, and is more particularly described as follows:

See Exhibit "A", attached hereto and incorporated by
reference as if fully stated herein.
- D. The Project is zoned for industrial development in the LI and HI zones and will be improved in compliance with procedures and standards in the Development Code of the City (the "Development Code").
- E. Owner has received approval of the Project from the City's Planning Commission and City Council, subject to Owner's agreement to install utility and road improvements, in particular improvements to proposed 1200 West Street (the "Proposed 1200 West Street"), which is more particularly described as follows:

See Exhibit "B", attached hereto and incorporated by
reference as if fully stated herein.
- F. If Proposed 1200 West Street were improved at the present time, the roadway would not connect to surrounding City Master Planned roads which are not yet developed, and would be a dead end road into an active industrial site.
- G. Owner's existing business which is located on the north end of the Project requires crossing 1200 West Street multiple times a day with heavy equipment and materials, which may result in excessive deterioration of the roadway and create unsafe conditions for the traveling public.

- H. If Proposed 1200 West Street were improved and dedicated by Owner to the City, the City would be responsible for maintenance of the roadway once it is dedicated.
- I. Owner and City wish to define the rights and responsibilities of the parties with respect to the development of the Project and funding of improvements on the Project, which are approved by the City in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. Utility Services and Infrastructure Improvements.

(a) The City has reviewed the proposed site plan prepared by Dudley & Associates, (the "**Site Plan**"), a copy of the site plan is attached as Exhibit "C" and incorporated by references as if fully stated herein.

(b) As indicated in the Site Plan, at a minimum, the following improvements (the "**Improvements**") are necessary for the Project:

- (i) sewer, gas, water, telephone, and power lines;
- (ii) Utopia and telecommunications lines
- (iii) storm drainage;
- (iv) fire hydrants.
- (v) and all onsite improvements as indicated on the site plan

(c) The parties agree and acknowledge that Owner shall provide the funds to construct the improvements set forth in the Site Plan. No building occupancy permit will be issued by the City in the Project until the Owner has constructed all Improvements, or has placed into escrow adequate funds (whether through cash escrow, letters of credit, or other means reasonably satisfactory to the City) to construct these Improvements.

2. Future Infrastructure Improvements.

(a) The City has reviewed the proposed future site plan prepared by Dudley & Associates (the "**Future Site Plan**"), a copy of the Future Site Plan is attached as Exhibit "D" and incorporated by reference as if fully stated herein.

(b) As indicated in the Future Site Plan, at a minimum, the following improvements (the "**Future Improvements**") are necessary for the Project:

- (i) 20 foot landscaping strip with curb and gutter on east and west side of Proposed 1200 West Street;
- (ii) new storm drain grates integrated into curbs;
- (iii) Signage on Proposed 1200 West that is satisfactory to Lindon City, indicating the area as a truck crossing;
- (iv) street lighting;
- (v) sprinkler system in landscaped areas; and
- (vi) completion of Proposed 1200 West Street as set forth below.

(c) Owner is not obligated to construct Future Improvements until the property owner to the South of Proposed 1200 West proposes, or is ready, to extend the roadway to the south or the City finds that it is the public's best interest to construct Proposed 1200 West. The City shall give written notice to Owner of when the event triggering the Owner's obligation under this paragraph occurs.

(d) After issuing written notice to Owner to commence Future Improvements, the City, in its sole discretion, shall determine which of the following improvements shall be made by Owner to Proposed 1200 West Street:

- (i) Require installation of a one and one-half inch asphalt overlay on Proposed 1200 West Street;
- (ii) Replace existing asphalt with a four inch thick new asphalt layer.

(e) The parties agree that Owner shall provide the funds to construct the Future Improvements. No building permit for construction of the proposed building in the Project will be issued until adequate funds (the "Security Funds") are placed (whether through cash escrow, or other means reasonably satisfactory to the City) to construct the Future Improvements.

(f) The amount of the Security Funds shall be the estimated costs to construct the Future Improvements plus 20% to be held in an interest bearing account with accrued interest part of the Security Funds. As there exists uncertainty in the timing of the construction of the Future Improvements, the parties agree that the amount of the Security Funds may, at the City's discretion, be reviewed every two years to assure that the security on deposit is sufficient to maintain the original ratio of construction costs plus 20% held in reserve and the Owner will supplement or increase the Security Fund to maintain said ratio. In the event that the Owner is unable or unwilling to supplement the Security Fund, the parties agree that the City may file and record a lien against the property described in Exhibit A in the amount equal to the constructions costs plus 20% as of the time the lien is filed.

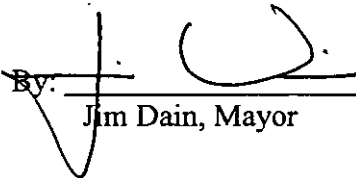
3. Dedication of Roadway. After the City has approved all future improvements on Proposed 1200 West Street, Owner shall deed Proposed 1200 West Street to the City, but Owner's delivery by deed of Proposed 1200 West Street to the City shall only be required to be made concurrently with the deeding and dedication of that portion of 1200 West Street directly south of the Proposed 1200 West Street.

4. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to apply standards for development and construction generally applicable throughout the City. It is the intent of the parties to vest the Owner with specific land use rights defined specifically in this Agreement and to require compliance by the Owner with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.
5. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to the Owner of a meeting of the City Council where the Owner's default shall be heard and reviewed by the City Council. The Owner shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Owner is in default, the City Council may order that work in the Project by the defaulting party be terminated until the default is cured or may issue such further directions to City staff and to the defaulting party as deemed appropriate under the circumstances.
6. Fair Notice of Default. The parties are desirous of giving one another fair notice of any default before sanctions are imposed. In the event of an act of default with respect to any provisions of this Agreement, neither party may institute legal action with respect to such default without first complying with the following conditions:
 - (a) Notice of such event of default must be given in writing and mailed to the other party by U.S. certified mail, return receipt requested.
 - (b) Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific paragraph(s) thereof which relate to the alleged act of default.
 - (c) Such notice shall also contain a reasonable understandable description of the action to be taken or performed by the other party to cure the alleged default at the rate by which the default must be remedied, and said date may not be fewer than ten business days from the date of mailing the notice of default.
7. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto. All rights, responsibilities and obligations under this Agreement shall be assumed by any successors or assigns of the Owner as a condition to the sale or assignment of any portion of the Property.
8. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of all public improvements in the Project.

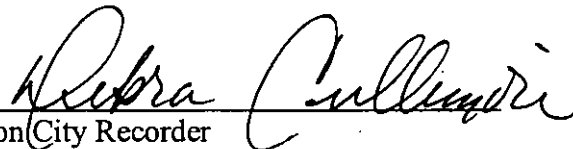
9. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provisions shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.
10. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
11. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
12. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
13. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

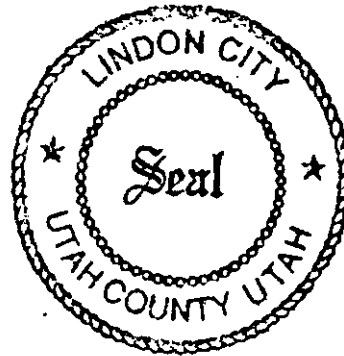
LINDON CITY

DATED this day of ^{3RD} ~~June~~ 2008.

By: 
Jim Dain, Mayor

Attest:


Linda Cullum, City Recorder



(Signatures continue on subsequent page)

M.S. INDUSTRIAL PROPERTIES, LLC

DATED this day of March 19 2008.

By: [Signature]

Its: Manager

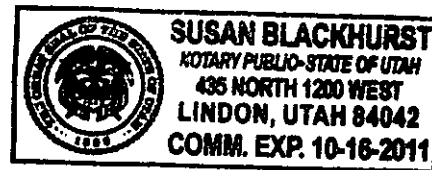
STATE OF UTAH)

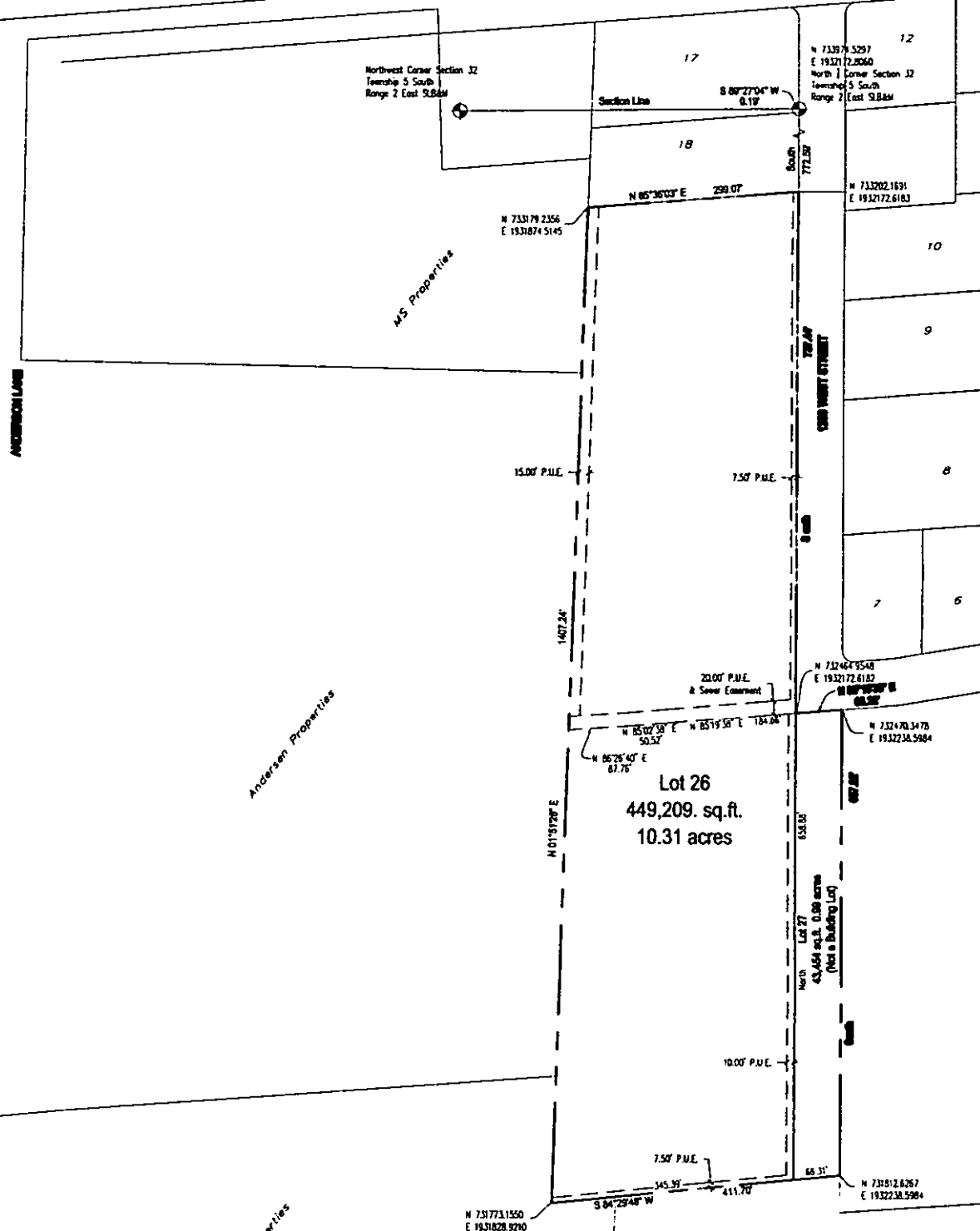
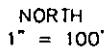
: ss.)

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 19th day of March 2008, by Martin Snow, who is a duly authorized agent or representative of M.S Industrial Properties, a Utah limited liability company, and who has the authority to sign on its behalf.

[Signature]
Notary Public





UTAH PACIFIC INVESTMENT COMPANY

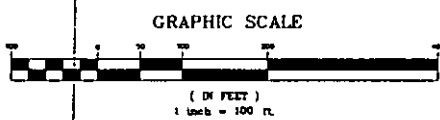
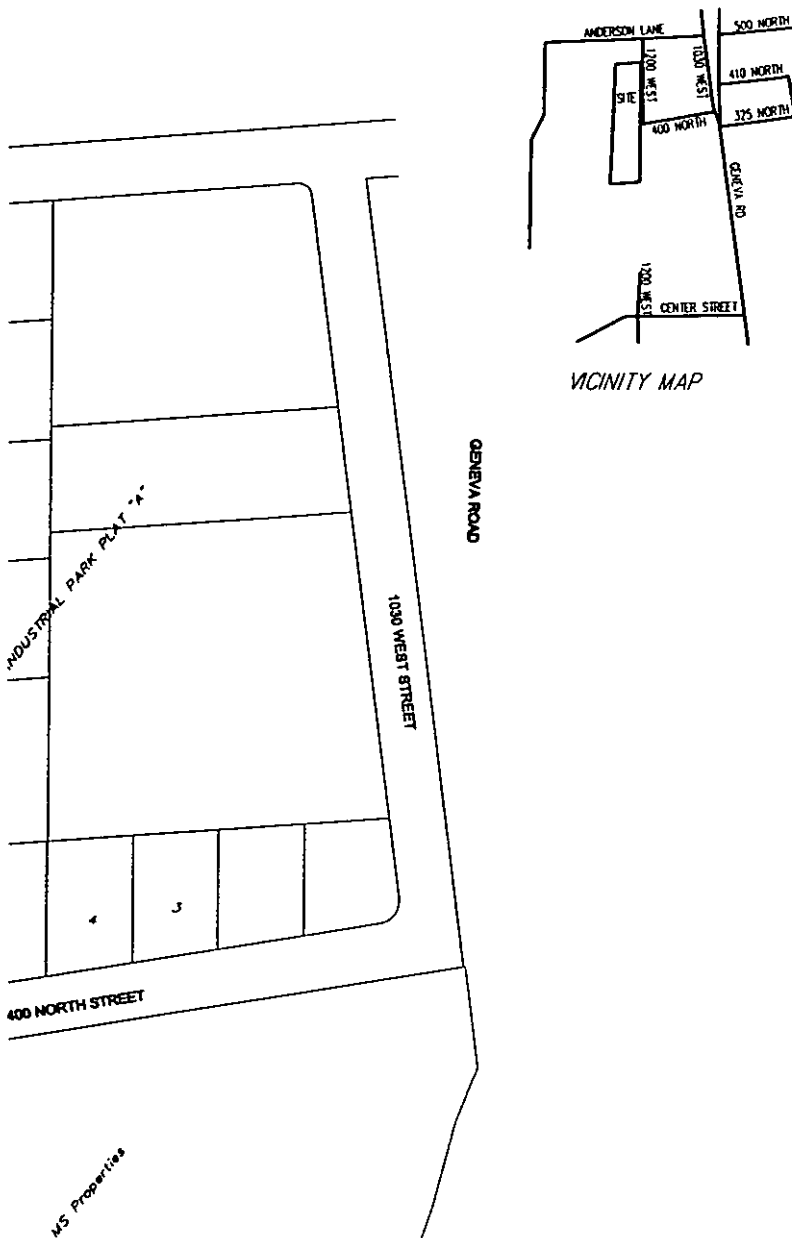


Exhibit "A"



SURVEYOR'S CERTIFICATE

I, Roger B. Dwyer, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 14,083, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Commencing at a point located South 89°27'04" West along the Section line 0.19 feet and South 77°58' feet from the North quarter corner Section 32, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 73°44' feet; thence North 85°19'38" East 66.22 feet; thence South 65°57' feet; thence South 84°25'48" West 411.70 feet; thence North 01°51'26" East 1407.24 feet; thence North 85°36'03" East 299.07 to the point of beginning.

AREA = 492,663 sq. ft. or 11.31 acres

BASIS OF BEARING = South 89°27'04" West along the Section line

DATE

SURVEYOR
(See Seal Below)

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 PLAT AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____ A.D. 20__

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE ____ DAY OF _____ A.D. 20__, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
(See Seal Below)

ACCEPTANCE OF LEGISLATIVE BODY

THE ____ OF _____ 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 _____ A.D. 20__.

HAYES	DATE	COUNCIL MEMBER	DATE
COUNCIL MEMBER	DATE	COUNCIL MEMBER	DATE
COUNCIL MEMBER	DATE	COUNCIL MEMBER	DATE
CLERK/RECORDER	DATE	CITY ATTORNEY	DATE

PLANNING COMMISSION APPROVAL

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

DIRECTOR SECRETARY

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER'S CERTIFICATE

I, AS LINDON CITY ENGINEER HAVE INSPECTED THE FOREGOING PLAT AND LEGAL DESCRIPTIONS AND FIND THEM TO BE CORRECT, AND DO HEREBY GIVE THE APPROVAL OF SAID PLAT ON THIS ____ DAY OF _____ 20__.

LINDON CITY ENGINEER (SEE SEAL)

OCCUPANCY RESTRICTION NOTICE

It is unlawful to occupy any building located within this subdivision without first having obtained a certificate of occupancy issued by the City.

CONDITIONS OF APPROVAL

PLAT "C"

Lakeview Industrial Park

Including a Vacation of Lot 25 Lakeview Industrial Park Plat "B"

SUBDIVISION

LINDON CITY, _____ UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	UTAH-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
-----------------	--------------------	---------------------------	---------------------

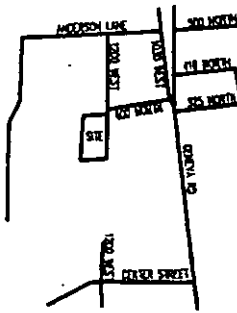


M.S. Properties

Lindon

EXISTING

BUIL.



NORTH
1" = 40'

Notes:

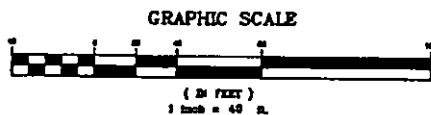
1. The Applicant is responsible for compliance with all requirements of the "Americans With Disabilities Act" (ADA).
2. All landscaped areas shall have an automatic underground sprinkling system with a backflow prevention device to the building, unless landscaping is served by the secondary water system.
3. Vitrail meters are to be located behind back of yard or back of curb in an area that is accessible, not located behind fenced areas or under covered parking.

Telecommunication Conduit

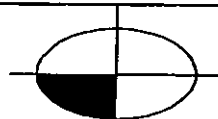
Telecommunication conduit is required in new subdivisions. However, the conduit location does not need to be shown on the improvement plans for approval, but rather the conduit is just to be laid whenever telephone is laid. After the construction, the location of the conduit and the boxes shall be shown on the record drawings. Add the following notes to improvement plans:

1. Telecommunication conduit shall be installed to serve all lots, and be laid in the same location as the telephone lines. The conduit shall be laid at a minimum depth of cover of 24". In the immediate vicinity below the bottom of the service box, so that the conduit is visible when the cover of the box is removed. The conduit is not to be cut at service boxes, but us to be laid continuously under the boxes.
2. Service boxes shall be placed at every other property line, so that service can be provided to two lots from each box. The top of the box shall be placed flush with the finished ground surface. They shall be green 15" deep, 14" x 20" HDPE Newbest Splice/Valve Box S1420 with cover assembly, including stainless steel lock bolt (part no. SGA 142015Y000). The label "TELECOM" shall be imprinted on the cover.
3. Install two (one on each side) orange 1 1/2" diameter GOR-11 HDPE conduits meeting ASTM 3035. A twelve (12) gauge solid THHN tracer wire shall be installed inside all conduits according to NESC standards. Telecommunication conduit shall include a 3" caution tape installed in the pipeline trench approximately 12" below the ground surface, with the words "CAUTION: FIBER OPTIC CABLE" printed on it.

Total Area
194,916. sq.ft.
4.47 acres

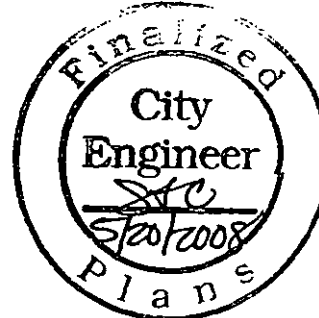
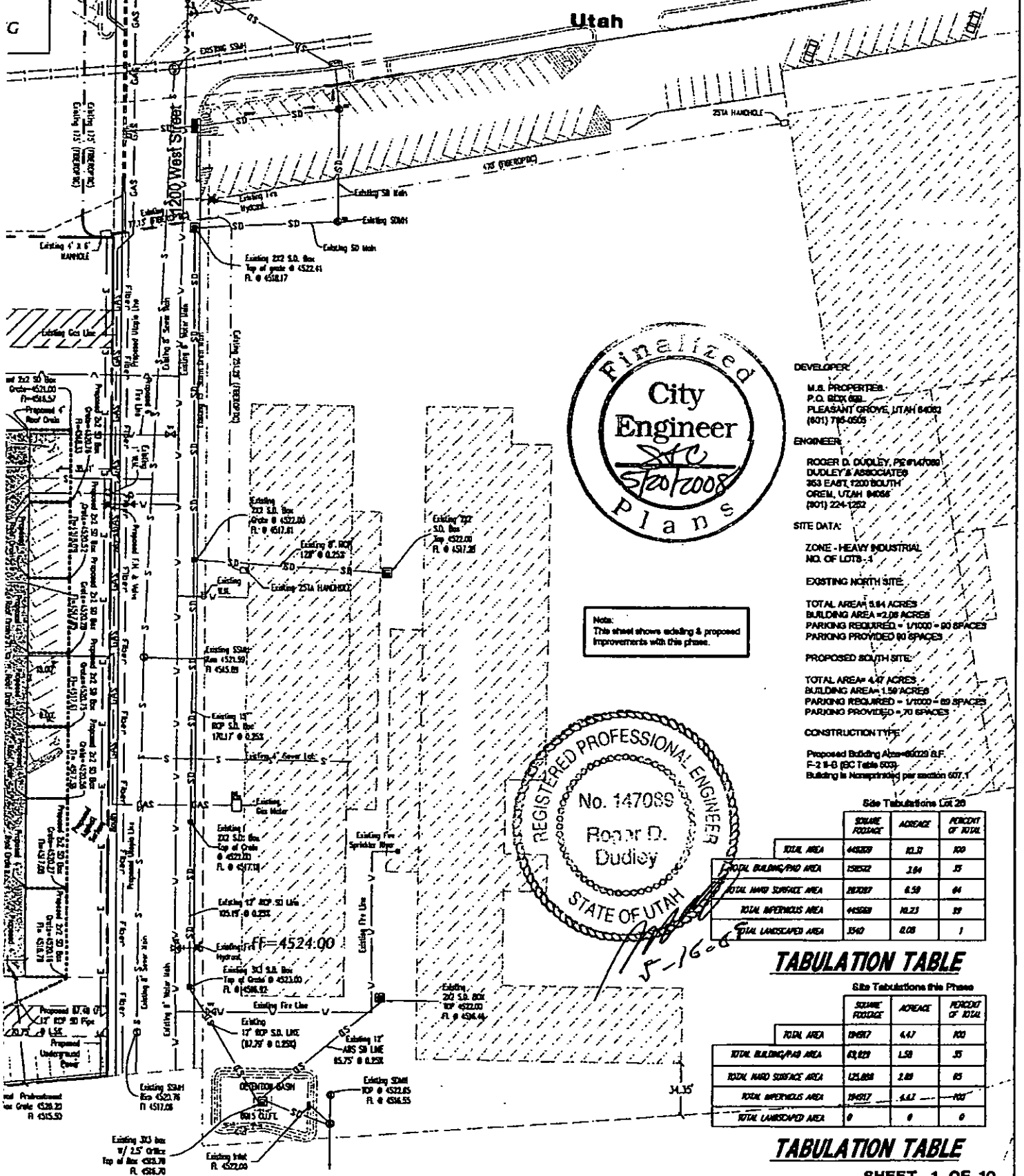


REVISIONS



DUDLEY & ASSOC
ENGINEERS PLANNERS
OREM, UTAH

Warehouse Addition



DEVELOPER

M.S. PROPERTIES
P.O. BOX 688
PLEASANT GROVE, UTAH 84063
(801) 715-0505

ENGINEER

ROGER D. DUDLEY, P.E. #147089
DUDLEY & ASSOCIATES
363 EAST 1200 SOUTH
OREM, UTAH 84058
(801) 224-1252

SITE DATA

ZONE - HEAVY INDUSTRIAL
NO. OF LOTS - 1

EXISTING NORTH SITE

TOTAL AREA - 3.84 ACRES
BUILDING AREA - 2.08 ACRES
PARKING REQUIRED - 1/1000 - 39 SPACES
PARKING PROVIDED - 80 SPACES

PROPOSED SOUTH SITE

TOTAL AREA - 4.47 ACRES
BUILDING AREA - 1.58 ACRES
PARKING REQUIRED - 1/1000 - 39 SPACES
PARKING PROVIDED - 70 SPACES

CONSTRUCTION TYPE

Proposed Building Allowance 60000 S.F.
F-2 S-G (BC Table 603)
Building is Nonseparated per section 607.1

Site Tabulations Lot 20

	SQUARE FOOTAGE	ACREAGE	PERCENT OF TOTAL
TOTAL AREA	44322	10.31	100
TOTAL BUILDING/PAV AREA	12552	2.84	28
TOTAL HARD SURFACE AREA	20287	4.59	44
TOTAL IMPERVIOUS AREA	44358	10.23	99
TOTAL LANDSCAPED AREA	3540	0.08	1

TABULATION TABLE

Site Tabulations this Phase

	SQUARE FOOTAGE	ACREAGE	PERCENT OF TOTAL
TOTAL AREA	19817	4.47	100
TOTAL BUILDING/PAV AREA	43,021	1.58	35
TOTAL HARD SURFACE AREA	125,888	2.89	85
TOTAL IMPERVIOUS AREA	19817	4.47	100
TOTAL LANDSCAPED AREA	0	0	0

TABULATION TABLE

SHEET 1 OF 10

**STATES
SURVEYORS**
801-224-1252

M.S. Properties
Site Plan

DATE - 09-17-07
SCALE - 1"=40'
DRAWN BY - BHT
DWG NAME - MSP 0

$$FF = 4523.87$$


NORTH
1" = 40'

Diagram illustrating the cross-section of a concrete curb and gutter assembly. The assembly includes a 7'0" front slope, a 6" curb height, and a 25.00' gutter width. The gutter is filled with 2" asphalt and 1 1/2" of gravel. Below the gutter is an 8" base and a 10" compacted sub-base. The total width of the assembly is 60.00'.

U.S. PROPERTIES

ANDERSON PROPERTIES

Existing Curb & Gutter

EXISTING
BUILDING
F=4522'00"
Building Contains No
Floor Plates

UTAH PACIFIC INVESTMENT C

REVISIONS



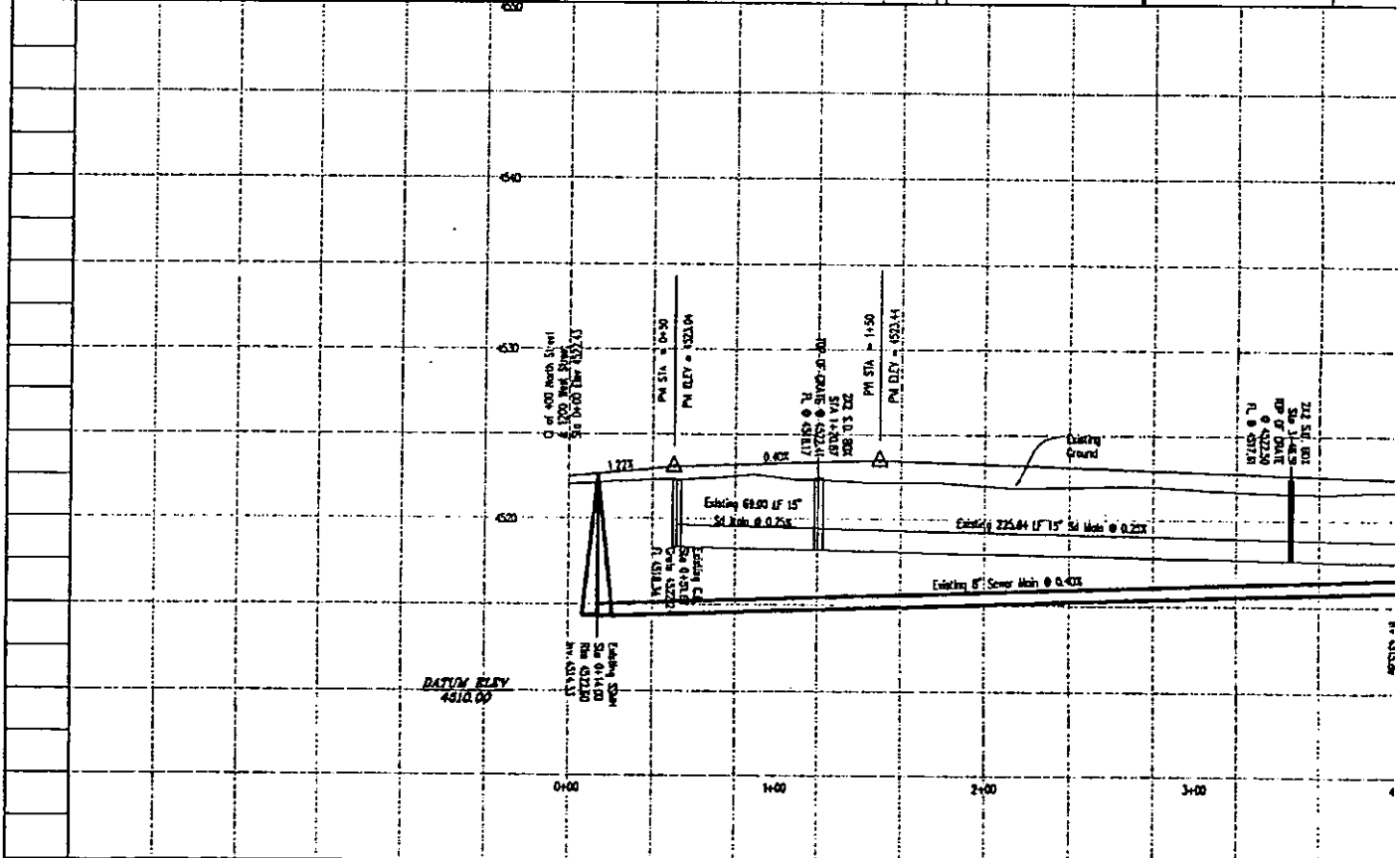
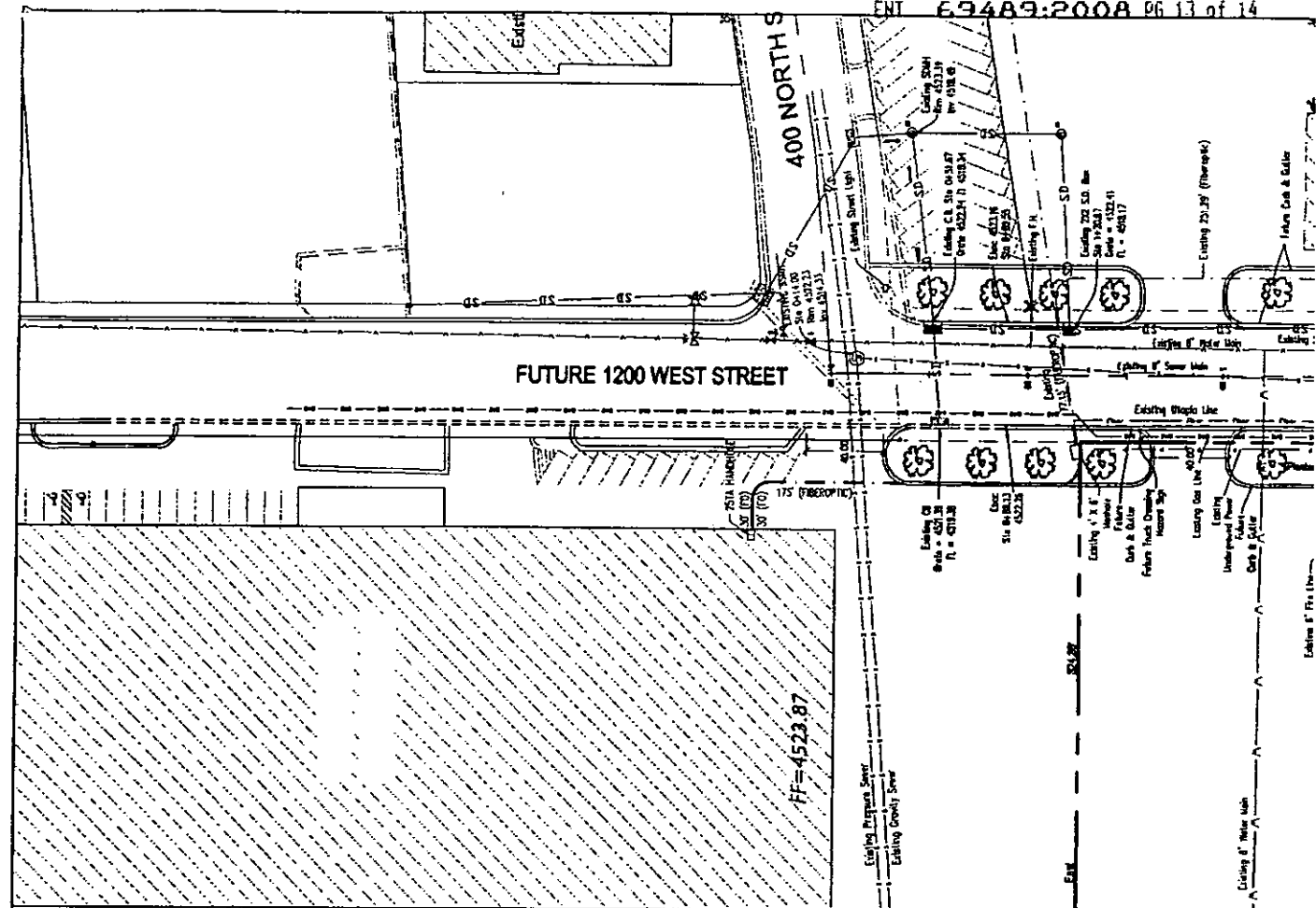
DUDLEY & ASSOC
ENGINEERS PLANNERS
OREM · UTAH

400 NORTH STREET

Utah



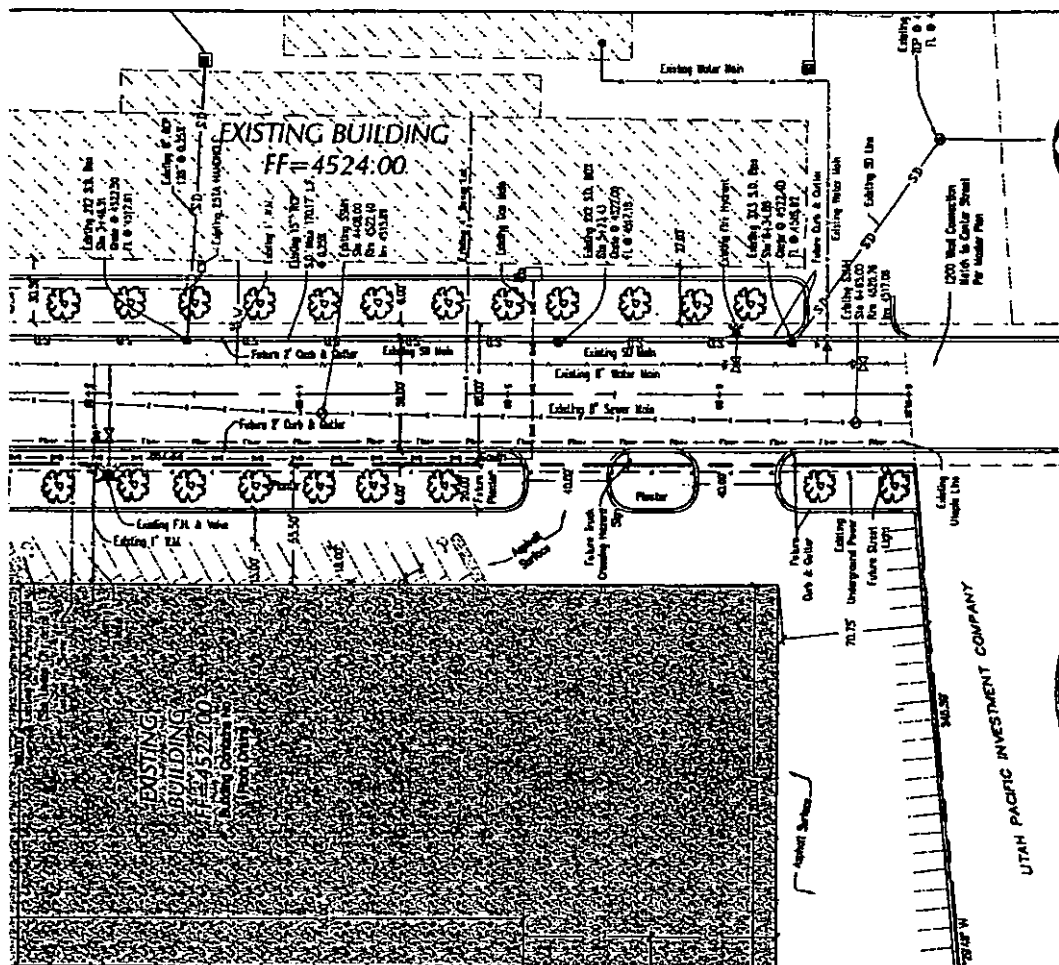
Future Site Plan



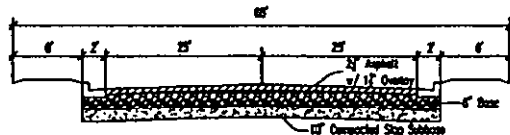
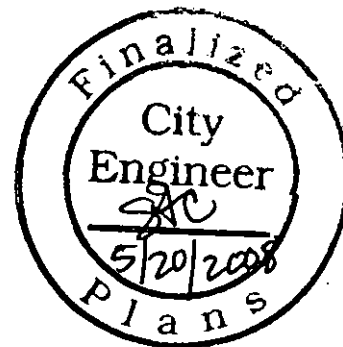
REVISIONS



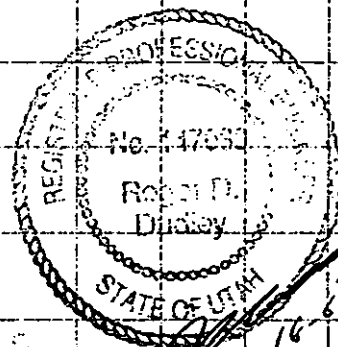
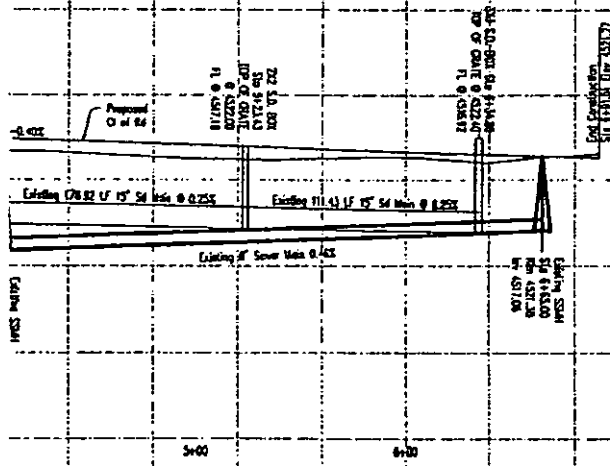
DUDLEY & ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
 OREM, UTAH



ENT 69489:2008 PG 14 of 14



Street Cross Section



Sheet 10 of 10

**TES
EYORS**
891-224-1252

M.S. Properties
Future Street Improvement Plan

Linden

Date: 11-13-07
Scale: 1"=40'
By: BHT
Name: MSP
Tracing No.: _____

Utah

Item 5: Zoning Map Amendment – Commercial General

Date: July 14, 2026

Project Address: Parcels 14:060:0070, 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001

Applicant: Neil Schwendiman – North Pointe Solid Waste District

Property Owner: Utah County Solid Waste Special Services District

General Plan: Commercial General

Current Zone: Regional Commercial, Light Industrial, Light Industrial West Overlay

City File Number: 26-026-3

Type of Decision: Legislative
Council Action Required: Yes

Presenting Staff: Brittany Wilde



Summary of Key Issues

1. Whether to recommend approval of a request to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), Light Industrial West Overlay (LI-W) to Commercial General (CG) for the subject properties.

Overview

- The purpose of the request is that North Pointe is selling the property to help fund new sites and building improvements to their existing transfer station property.
- The proposed zoning map amendment would:
 - Bring the zoning map into conformance with the Lindon City General Plan Future Land Use Map, which designates the subject properties as Commercial General.
 - Rezone parcels 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001 from Regional Commercial (RC) to Commercial General (CG)
 - Rezone parcel 14:060:0070 from Light Industrial (LI) and Light Industrial West Overlay to Commercial General (CG)
 - Support the City's long-term vision for this area as a major regional commercial node that will benefit from the planned I-15 interchange improvements and the Vineyard Connector project.

Motions

I move to recommend approval, denial, or continuance of Ordinance No. 2026-14-O amending the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay to Commercial General (CG), subject to the following condition:

1. All items of the staff report

Surrounding Zoning Designations and Land Use

Direction	Zoning	Existing Land Use
North	Regional Commercial (RC)	Office/Warehouse
South	Recreational Mixed-Use West (RMU-W)	Open Space
East	Light Industrial (LI)	Office-warehouse
West	Regional Commercial (RC)	Office/Warehouse

Staff Analysis

The Lindon City General Plan designates the subject properties as Commercial General (CG). The proposed zoning map amendment will bring the official zoning map into conformance with the adopted General Plan Future Land Use Map while implementing the City's long-term vision for commercial development in this area.

The property is currently used for agricultural purposes. North Pointe Solid Waste Special Service District has indicated that its intent is to sell the property, with the proceeds helping to fund improvements to its existing transfer station facilities.

The subject property is strategically located near the planned Pleasant Grove and Lindon Interchange improvements and the future Vineyard Connector transportation corridor. The proposed Pleasant Grove Future Roadway Interchange Improvements are intended to enhance regional transportation connectivity. The concept includes new I-15 frontage roads, new Lindon City partial interchange, and surrounding roadway infrastructure to improve access, traffic circulation, and regional mobility.

These improvements are closely coordinated with the proposed Vineyard Connector project, which will establish a new transportation corridor linking the communities of Orem, Vineyard, Lindon, Pleasant Grove, American Fork, and Lehi. Together, these transportation projects create a more comprehensive regional roadway network by providing additional routes through North Utah County and improving access to existing commercial areas and future development opportunities.

City staff find that the proposed zoning map amendment is consistent with the goals and policies of the Lindon City General Plan by:

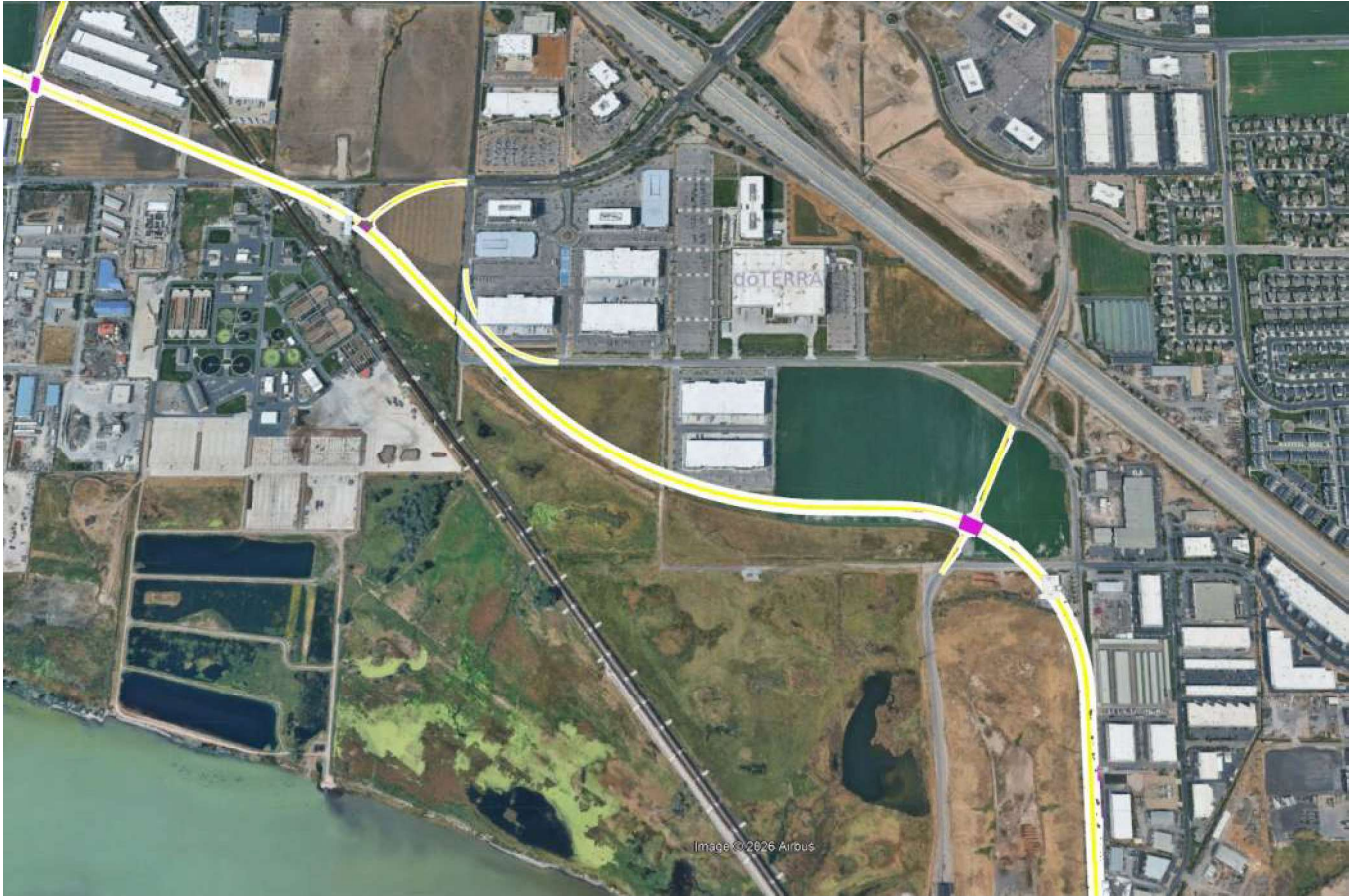
- Directing commercial development to major transportation corridors
- Taking advantage of the City's strategic transportation infrastructure.

As these transportation improvements are implemented, the subject property is expected to become a prominent westside gateway into Lindon and an important regional commercial destination. Staff believe the Commercial General zoning designation is better suited to capitalize on these transportation investments than the existing Regional Commercial and Light Industrial zoning districts.

Pleasant Grove Interchange



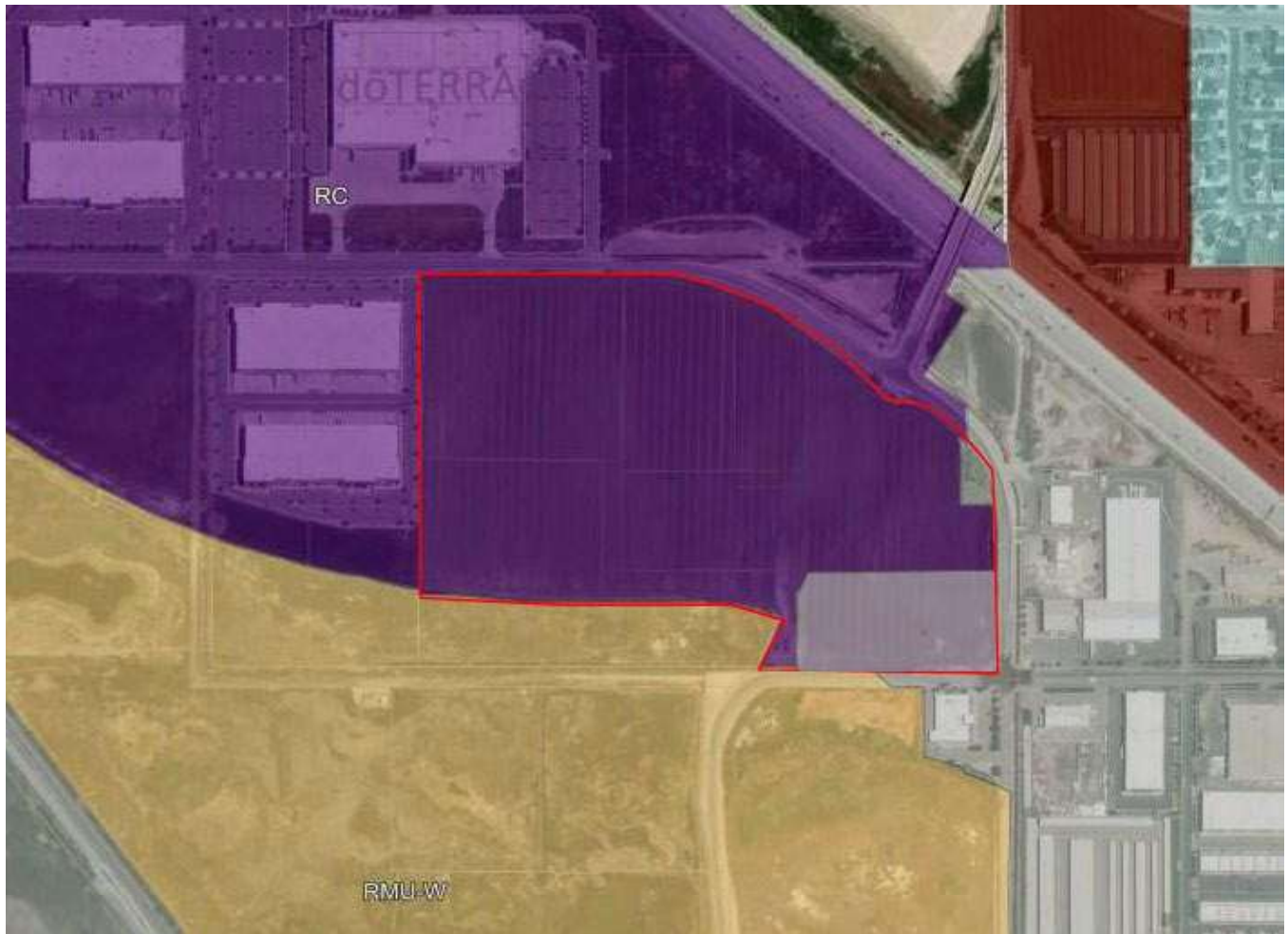
Vineyard Connector Transportation Corridor



Exhibits

1. Current Zoning Map Designation
2. Proposed Zoning Map Designation
3. Zoning Map Ordinance Amendment

Exhibit 1 - Current Zoning Map Designation



Regional Commercial (RC)



Light Industrial (LI)



Light Industrial West- Overlay (LI-W)

Exhibit 2 - Proposed Zoning Map Designation



 General Commercial (CG)

ORDINANCE NO. 2026-14-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM REGIONAL COMMERCIAL (RC), LIGHT INDUSTRIAL (LI), AND LIGHT INDUSTRIAL WEST OVERLAY (LI-W) TO GENERAL COMMERCIAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, on June 17, 2026, a land use application was submitted by North Pointe Solid Waste Special Service District to Lindon City to amend the Lindon City Zoning Map from Regional Commercial (RC), Light Industrial (LI), and Light Industrial West Overlay (LI-W) to General Commercial for parcels 14:060:0067, 14:060:0082, 14:060:0073, 14:059:0050, 14:059:0049, 14:059:0051, 14:059:0053, 14:059:0001, and 14:060:0070; and

WHEREAS, on July 14, 2026, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed rezone, and recommended that the City Council adopt the zone map amendment as adopted in this ordinance; and

WHEREAS, the City Council finds that certain changes are desirous to implement the City's general plan goal to expand the range of retail and commercial goods and services available within the community; and

WHEREAS, the City Council finds that certain changes are desirous to implement the City's general plan goal to organize and develop land use areas to take full advantage of Lindon's strategic location in relation to transportation infrastructure; and

WHEREAS, the Lindon City Council has reviewed and considered the impact that the proposed ordinance may have on family health, stability, and formation; and

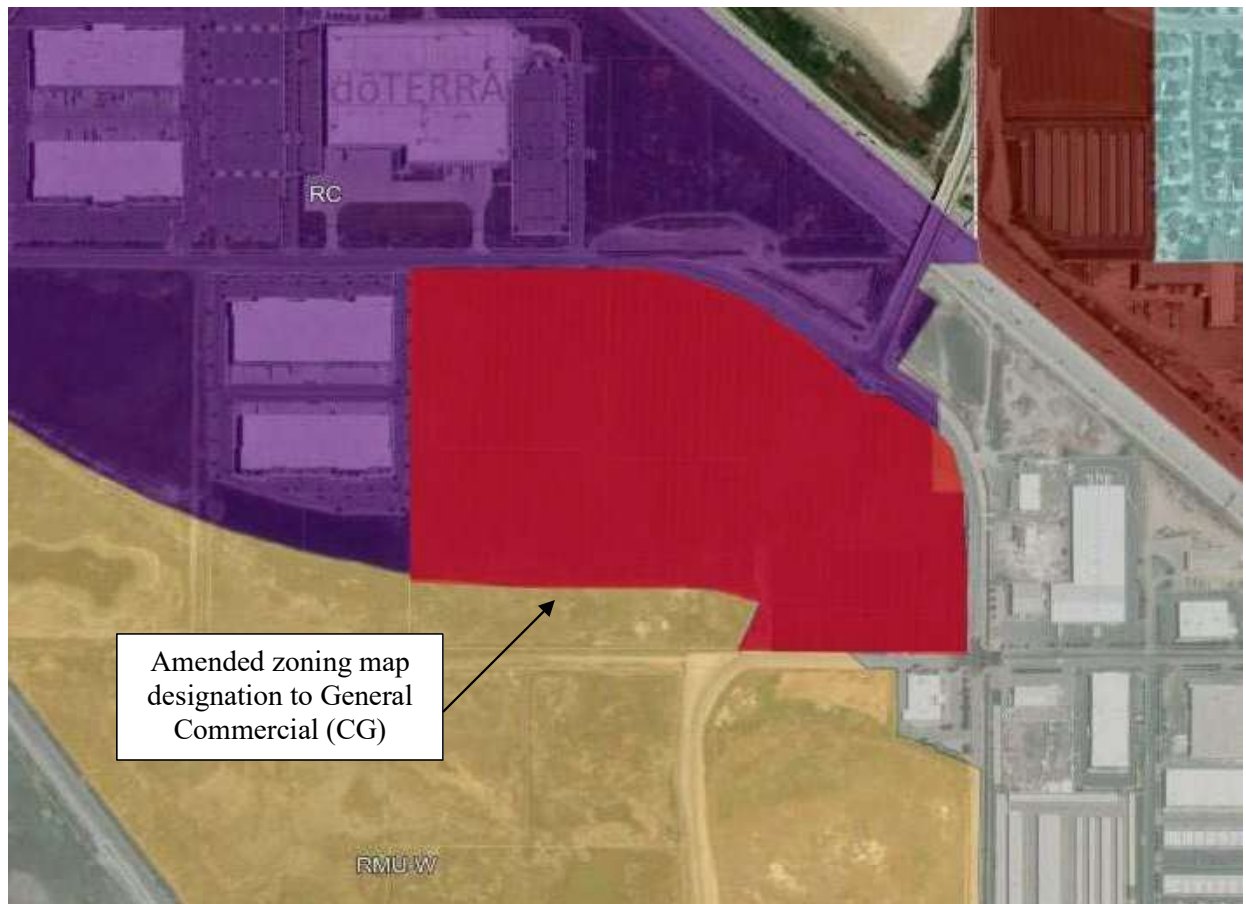
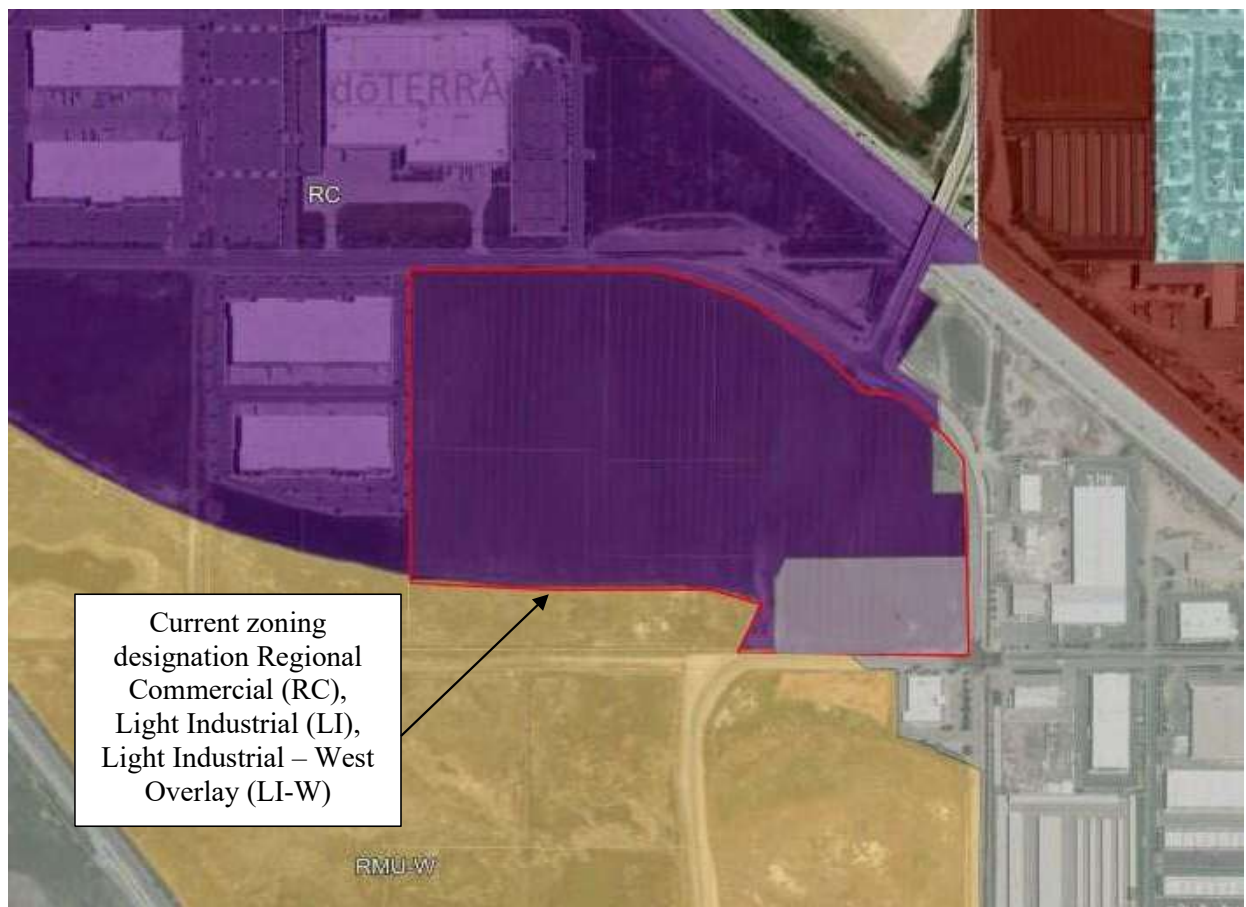
WHEREAS, the Council held a public hearing _____, 20__, to consider the recommendation and the Council received and considered all public comments that were made therein; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

SECTION I: The Lindon City Zoning Map is hereby amended as follows:

Parcel ID	Property Owner	Address
14:060:0070	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:060:0082	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.

14:059:0053	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:059:0001	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:060:0067	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 200 N. 2000 W.
14:059:0051	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:059:0049	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:059:0050	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.
14:060:0073	UTAH COUNTY SOLID WASTE SPECIAL SERVICES DISTRICT	Approx. 400 N. 2000 W.



PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____ day
of _____, 2026.

Carolyn Lundberg, Mayor

ATTEST:

Britni Laidler,
Lindon City Recorder

SEAL