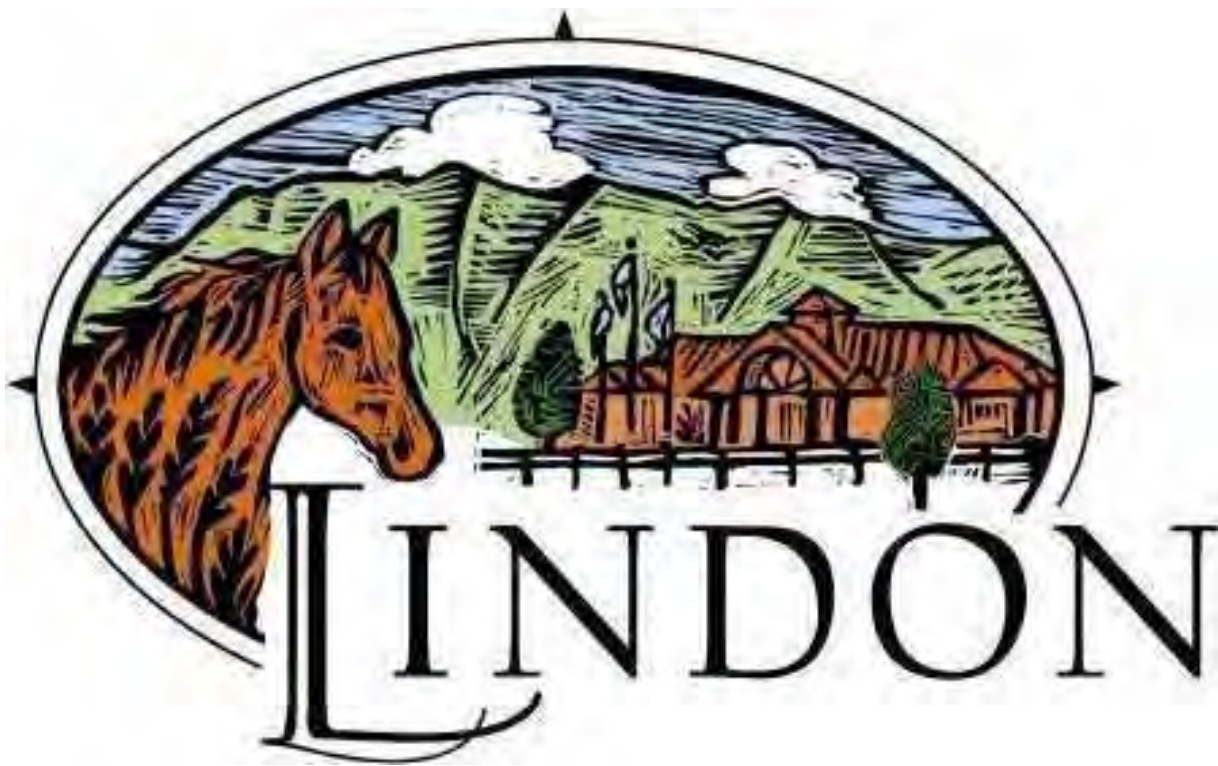


Lindon City Planning Commission Staff Report



September 14, 2021

Notice of Meeting
Lindon City Planning Commission



Item 1 – Call to Order

Sharon Call
Mike Marchbanks
Rob Kallas
Steve Johnson
Scott Thompson
Jared Schauers
Renee Tribe

Notice of Meeting

Lindon City Planning Commission



The Lindon City Planning Commission will hold a regularly scheduled meeting on Tuesday, September 14, 2021, 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



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to download agenda &
staff report materials.

1. Call to Order
2. Approval of minutes
Planning Commission 8/17/2021
3. Public Comment
4. Alteration of a Non-conforming Use – Cliff Fano – 89 N. 800 W.
Cliff Fano requests approval from the planning commission for an Alteration of a Non-conforming front setback to construction to two additions to the existing home at 89 N. 800 W. (15 minutes)
5. Minor Subdivision – doTerra Lindon **Subdivision Plat “B”** – 2010 W. 400 N
Valley Properties, LLC requests minor subdivision approval for a two-lot subdivision at 2010 W. 400 N. (Parcel Number 37:340:0001) (15 minutes)
6. Site Plan Approval – Miller Family Real Estate, LLC– 544 S. Lindon Park Drive
Miller Family Real Estate, LLC requests site plan approval for a new vehicle car wash and detailing bays at 544 S. Lindon Park Drive (Parcel 46:786:0003) (15 minutes)
7. Major Subdivision – Lindon’s Edge Office Condominiums Plat “A” – 140 S. Main
Lindon’s Edge, LLC requests major subdivision approval at 140 S. Main to subdivide the two existing buildings that are under construction and two future office buildings into commercial condominium units (Parcel 45:759:0002). (15 minutes)
8. Minor Subdivision – City Park Retail Subdivision – Approximately 250 N. State Street.
Worth Partners Development, requests minor subdivision approval for a three-lot subdivision at approximately 250 N. State (Pacels 14:068:0201, 14:068:0035, 14:068:0119, 14:068:0120) (15 minutes)
9. Planning Director Report
- General City Updates
9. Adjourn

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Planning 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.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services programs or events should call Kathy Moosman at 785-5043, 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.lindoncity.org websites.

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

Posted By: Kathryn Moosman, City Recorder

Date: 9/10/2021 Time: 5:00 pm

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

2 The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday,**
3 **August 17, 2021 beginning at 6:00 p.m.** at the Lindon City Center, City Council
4 Chambers, 100 North State Street, Lindon, Utah.

6 **REGULAR SESSION – 6:00 P.M.**

8 Conducting: Sharon Call, Chairperson
9 Invocation: Scott Thompson, Commissioner
10 Pledge of Allegiance: Steven Johnson, Commissioner

12 <u>PRESENT</u>	<u>EXCUSED</u>
Sharon Call, Chairperson	Renee Tribe, Commissioner
14 Rob Kallas, Commissioner	
Mike Marchbanks, Commissioner	
16 Steven Johnson, Commissioner	
Scott Thompson, Commissioner	
18 Jared Schauers, Commissioner - remotely	
Mike Florence, Economic Development Director	
20 Brian Haws, City Attorney	
Kathryn Moosman, City Recorder	

22
23 1. **CALL TO ORDER** – The meeting was called to order at 6:15 p.m.

24
25 2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the
26 Planning Commission meeting of July 27, 2021 were reviewed.

28 COMMISSIONER JOHNSON MOVED TO APPROVE THE MINUTES OF
29 THE REGULAR MEETING OF JULY 27, 2021 AS PRESENTED. COMMISSIONER
30 THOMPSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR.
31 THE MOTION CARRIED.

32
33 3. **PUBLIC COMMENT** – Chairperson Call called for comments from any
34 audience member who wishes to address any issue not listed as an agenda item.
35 There were no public comments.

36 **CURRENT BUSINESS –**

37
38 4. **Public hearing for a recommendation to the City Council to amend the**
39 **Lindon City zoning map to Planned Residential Development Overlay for the**
40 **property located at approximately 550 N. State Street and 310 W. 500 N.**
41 Elwood Holdings requests a recommendation from the Lindon City Planning
42 Commission for a Zoning Map Amendment to the Planned Residential
43 Development Overlay at approximately 550 N. State Street and 310 W. 500 N.
44 (Parcel numbers 14:068:0304, 14:067:0187 (portion), 14:067:0169, 14:068:0277).
45

46
47 COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC HEARING.
48 COMMISSIONER KALLAS SECONDED THE MOTION. ALL PRESENT VOTED IN
FAVOR. THE MOTION CARRIED.

2 Mike Florence, Economic Development Director, led this agenda item by stating
the applicant's previous zone amendment application was denied by the Lindon City
4 Council on June 7, 2021. He noted Lindon City Code 17.04.090 (9) allows the planning
commission and city council to consider a new application for development within six
6 months of being denied when a substantial change of conditions has been made since the
submittal of the earlier application and a new land use application is submitted.

8 Mr. Florence explained Elwood Holdings LLC has submitted a new application
proposing to develop 3.81 acres of the commercial frontage along State Street and 500 N.
10 and 6.75 acres of residential (a combination of townhomes and detached single-family).
Mr. Florence indicated Elwood Holdings LLC has reduced the overall number of
12 residential units/lots from 71 to 65. He further explained this is a density decrease from
9.2 units per acre to 8.47 units per acre. The applicant has reduced the number of
14 townhome units/lot from 58 to 46. He noted the applicant has increased the number of
single-family home units/lots from 13 to 19.

16 Mr. Florence stated the planning commission gave a recommendation on a plan
that was significantly different with the number of units and development design than the
18 plan the city council denied. The planning commission gave a recommendation on a plan
with 76 units; 72 townhomes and 4 single family lots. With the reduction in the number
20 of units and the change in design of the development that the planning commission
reviewed, the City feels that the intent of Lindon City Code 17.04.090(9) is being met by
22 the substantial change in conditions. Therefore, the planning commission and city council
can review a new application within the six-month denial period.

24 Mr. Florence then referenced the General Plan and Moderate-Income Housing
goals and objectives that were evaluated when the city adopted the Planned Residential
26 Development Overlay Zone noting they should be considered again for the proposed
zoning amendment.

28 Mr. Florence also referenced the goal of housing and residential areas in Lindon
City as follows:

- 30 • To provide a housing and living environment that supports and complements the
unique rural quality and character of Lindon City.
- 32 • To maintain and enhance the pleasing appearance and environmental quality of
existing residential neighborhoods by avoiding encroachment of land uses which
34 would adversely impact residential areas (i.e., increased traffic, noise, visual
harmony, etc.) and by providing adequate screening and buffering of any adjacent
36 commercial or industrial development including parking and service areas.
- 38 • To encourage creative approaches to housing development which will maintain
and protect natural resources and environmental features.
- 40 • To expand the range of retail and commercial goods and services available within
the community.
- 42 • To promote new office, retail, and commercial development along State Street
and 700 N.
- 44 • To carefully limit any negative impact of commercial facilities on neighboring
land-use areas, particularly residential development.

46 Mr. Florence stated the Moderate-Income Housing Goals allows for alternative
housing types or moderate-income residential development in commercial and mixed-use
48 zones, commercial centers, or employment centers and to evaluate whether the city would

2 allow moderately higher density developments as part of a mixed commercial
development that would be located in strategic commercial areas or centers to help with
4 development potential. Mr. Florence then referenced a summary of the PRD site
requirements noting some of the items will be refined when the applicant files for site
6 plan and subdivision approvals.

Mr. Florence indicated the applicant has proposed both detached single-family
8 and townhome building types for the site. The townhomes are divided into both four and
five plex buildings. With the previous zone change the applicant provided a traffic impact
10 study of the access points from the site. The traffic study and accompanying addendum is
on file with Lindon City. He noted the city did not request that the traffic study be
12 updated since a lesser number of units is proposed for this development. The current
design of the development is similar to what the traffic engineer used for the initial study
14 and subsequent addendum for traffic distribution. The report identified that with 76 units
the development would generate 951 net new weekday daily trips. That breaks down to
16 approximately 475.5 trips leaving the site and 475.5 trips returning each day. The report
then broke down the highest peak times during which times the most traffic would be
18 coming to and leaving the site. Those peak times were identified from 7:45-8:45 a.m. and
4:45-5:45 p.m. he noted the full reports are on file with the Lindon City Planning
20 Department. The traffic engineer then determined that during the Peak Times the below
traffic distributions would be made. The traffic distribution should be similar since the
22 residential use still remains but with less units.

Mr. Florence went on to say the traffic engineer estimated (with 76 units) that
24 during the peak period times, the site would generate upon completion and full
occupancy; 53 net new weekday a.m. and 64 net new weekday p.m. peak hour vehicle
26 trips. This calculation assumes approximately 4-6 a.m. peak vehicles using 570 N. and
500 N. entering and leaving the development and 4-6 p.m. peak hours using those streets.
28 The traffic study looked at the intersection Level of Service at four different time periods:
existing, regional growth, background forecast, and analysis of future conditions.

He indicated the City and Planning Commission went through this report
30 extensively during the original application review (the traffic study and addendum are on
file with the city). As staff has reviewed the updated application from the applicant, there
32 are significant changes in the reduction of townhomes and increase in single family
homes. The project does transition better to the existing single family home
34 neighborhood and creates a more stable neighborhood. With the decrease in units/lots, it
is assumed that there will also be a subsequent decrease in the amount of traffic generated
36 from the development.

Mr. Florence stated the PRD ordinance requires that “any concept plan presented
38 to the Planning Commission and City Council for approval shall first be reviewed by the
Development Review Committee to ensure the proposal is technically feasible.” He noted
40 the DRC Committee has reviewed the plan and the development is technically feasible.
Further civil engineering plans, subdivision plats, building renderings and other technical
42 documents will be submitted with the subdivision, site plan and conditional use permit
application if the zone change is approved by the City Council.
44

Mr. Florence then presented an Aerial photo, Proposed zone map amendment
46 changes, General Plan Land Use Map – vicinity, Site plan, Commercial and residential
renderings and the proposed ordinance followed by some general discussion. He then
48 turned the time over to the applicant for comment.

2 Chairperson Call asked about the varying lots sizes. Ms. Johnson confirmed they
will be meeting all setbacks and noted there will be a lot of product to choose from with
4 the majority being around 3,500 sq. ft. Ms. Johnson commented there was a lot of interest
with options in the HOA for a senior community. They will offer a “patio home”
6 (rambler with a smaller footprint) without a large yard and maintained by the HOA. She
pointed out that Utah is short 10,000 homes and is in dire need for housing in general
8 (attainable housing). She noted they have gone through the labors of providing multiple
plans and this plan is a compromise between them and the city and is under 8.5 units per
10 acre.

Ms. Johnson pointed out this is not just about the density but the product type with
12 a larger buffer and the townhomes abutting the larger transition. She explained that
overall, this flowed the best (where they put the single-family homes) for traffic flow etc.
14 and by adding the townhomes closest to State Street the majority of traffic will go in and
out State Street vs. the community; the single-family homes are buffering and helping
16 with that. She added the designs are being customized to Lindon City requirements.

Commissioner Johnson commented on the yards and the single-family homes. He
18 asked if they will be taken care of by the HOA. Ms. Johnson confirmed the single-family
homes will have private back yards and the front yards are HOA, but the back yards are
20 not and are the owners’ responsibility.

Chairperson Call called for any public comments at this time. There were several
22 in attendance to address the commission as follows:

24 **Tracy Clark:** Ms. Clark mentioned there is not a lot of significant change being
presented here again before the 6 months are up. She also stated they moved here to
26 Lindon for the ½ acre lots and this is very frustrating as this seems so condensed and she
feels it shouldn’t be allowed. She understands people need places to live, but this is why
28 they moved to Lindon for the ½ acre lots and now you are allowing this; this will devalue
her property.

30
City Attorney Brian Haws referenced the map and commented on the number of
32 units and the density. He explained with the type of units, density and the configuration
this is a notable change. This issue was broached with the City Council and they felt this
34 was the best way to handle this and to acknowledge that significant change and it was
agreed to bring it back before the planning commission and the public. He pointed out
36 that any court would find that there has been significant change in the application.

Mr. Haws pointed out if this was zoned strictly commercial, they may be looking
38 at a box store that would devalue her property more than residential. This proposal
creates a buffer to address those issues; the City Council and Planning Commission
40 thought this was an appropriate way to create that buffer.

42 **Gerhard Fletcher:** Mr. Fletcher stated he has lived here in Lindon for 45 years on 570
North. This was a cul-de-sac on the plan and that’s why they bought it. He feels all they
44 need to do is put the wall straight through and stay on their side. There will be a lot of
unhappy people if that street goes through as kids play on the street and it will change the
46 whole neighborhood.

Chairperson Call pointed the City Council approved the road going through at a
48 previous meeting and that decision has already been made.

2 **Justin Stewart:** Mr. Stewart pointed out it appears there is just one significant change of
4 going from 71 vs. 65 (with adu's). He understands the argument, but this seems nullified
of what was negotiated by the city.

6 **Amy Alvord:** Ms. Alvord stated bemoaning the fact that they legally won't have their
8 cul-de-sac anymore, that they would rather have residential coming through the
neighborhood rather than commercial. She feels this is the best plan that they have seen
10 with the transitions and the single-family homes. She feels what Ms. Johnson has done is
great and it protects their property values. This is the best residential plan they have seen.
12 She expressed they all have to compromise on some things but the transitions and
development on this plan is the best; they really like this plan.

14 Chairperson Call pointed out when it comes to the site plan with the architecture
and landscaping the city has certain requirements and she believes once everyone sees it,
16 they will be happy with the product; this will be a really nice development.

18 **Cole Hooley:** Mr. Hooley asked for confirmation with the code stating a substantial
difference in the plan in order to reapply and who makes that decision. Mr. Haws stated
20 there is no specific definition of what substantial means. It is a staff decision that is run
by the council with no formal vote.

22
Chairperson Call called for any public comments. Hearing none she called for a
24 motion to close the public hearing.

26 COMMISSIONER THOMPSON MOVED TO CLOSE THE PUBLIC HEARING.
COMMISSIONER JOHNSON SECONDED THE MOTION. ALL PRESENT VOTED IN
28 FAVOR. THE MOTION CARRIED.

30 Commissioner Johnson expressed his biggest concern with this plan is the road
encroaching into the 300 ft. setback and more so that the road becomes residential if we
32 put a masonry fence on the west side. He also has concerns that we are giving up some of
the 300 footage where we required a tradeoff for something else, and he worries that this
34 may be setting a precedent. He likes that the density has come down a little and he would
like to have seen a pork chop go in to disperse the traffic. Mr. Florence pointed out they
36 are willing to look at traffic calming options when going through the site plan.

Chairperson Call stated that was part of the compromise on the 300 ft commercial
38 was that it gave a lot more green space; the preference was for the green space.

Commissioner Thompson stated he was in attendance at the last City Council
40 meeting and he supported the plan at that time and this plan is even better. He would be
in agreement to move forward with a recommendation to the City Council and he
42 believes it complies with their goals. He added he thinks this plan looks great and thinks
Ms. Johnson has done what we have asked for.

44 Commissioner Marchbanks commented he believes this plan addresses the
concerns when the overlay was taken into consideration. This plan also eliminates the
46 nightmare of commercial going back there; this is a good plan.

Commissioner Kallas commented he sees the need to develop these deep lots and
48 these types of developments make sense. He knows there a lot of people who move here
with the ½ acre in mind, but he feels this plan works and Ms. Johnson has done a good

2 job to meet the city's needs and the citizen's needs. However, he feels we need to
develop these deep lots but to not impact the neighborhoods. He likes the project but has
4 heartburn with 570 connecting.

6 Commissioner Schauers stated this plan looks great and Ms. Johnson has made
the changes we have asked.

8 Chairperson Call commented she likes this plan so much better than where it was
when we started. There is reduction in density and the road in the commercial is a good
trade for the green space. She also appreciates the single-family homes and that is really
10 taking in the impact to the neighborhood. With all the things that have been put into
place in this ordinance this will be a high-quality development and a good product. With
12 all the changes that have been made she would be in favor of making a recommendation
of approval to the City Council.

14 Chairperson Call called for any further comments or discussion from the
Commission. Hearing none she called for a motion.

16
18 COMMISSIONER THOMPSON MOVED TO RECOMMEND APPROVAL OF
ORDINANCE 2021-17-O TO AMEND THE LINDON CITY ZONING MAP TO
PLANNED RESIDENTIAL DEVELOPMENT OVERLAY AS IDENTIFIED ON
20 EXHIBIT 6 FOR THE PROPERTIES LOCATED AT APPROXIMATELY 550 N.
STATE STREET AND 310 W. 500 N. WITH THE FOLLOWING CONDITIONS: 1.
22 TO THE EXTENT ALLOWED BY LAW, ELLWOOD HOLDING LLC WILL
INCLUDE TERMS WITHIN THE CONDITIONS COVENANTS AND
24 RESTRICTIONS FOR THE DEVELOPMENT WHICH WILL LIMIT THE NUMBER
OF RESIDENTIAL UNITS THAT CAN BE RENTED OUT AND BE OCCUPIED BY
26 NON-OWNER RESIDENTS. THE APPLICANT AND THE CITY SHALL WORK
TOGETHER IN GOOD FAITH DURING SUBDIVISION AND SITE PLAN
28 APPROVAL AND COME TO AN AGREEMENT AS TO WHAT RENTAL
RESTRICTIONS SHALL BE MOST APPROPRIATE FOR THE ANTICIPATED
30 DEVELOPMENT; AND 2. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER
MARCHBANKS SECONDED THE MOTION. THE VOTE WAS RECORDED AS
32 FOLLOWS:

34	CHAIRPERSON CALL	AYE
	COMMISSIONER MARCHBANKS	AYE
	COMMISSIONER KALLAS	NAY
36	COMMISSIONER JOHNSON	NAY
	COMMISSIONER THOMPSON	AYE
38	COMMISSIONER SCHAUERS	AYE
40	THE MOTION CARRIED FOUR TO TWO	

42 *Commissioner Kallas explained his nay vote stating he is not against the project
but against the 570 connection. He feels this may set a precedent for these types of
developments to be connected to residential areas in the city.*

44
46 *Commissioner Johnson explained his nay vote stating he agrees with Commissioner
Kallas' comments and if 570 is connected he feels the density should come down more.*

2 **5. Minor Subdivision – Lindon Self Storage Subdivision Plat “A” –**

3 **Approximately 850 W. 200 S.** Lindon Self Storage, LLC is seeking minor
4 subdivision approval for a two-lot subdivision at approximately 850 W. 200 S.
5 and 122 S. 800 W. (Parcel Numbers 14:065:0219, 14:065:0213, 14:065:0188,
6 14:065:0212, 14:065:0209)

10 COMMISSIONER KALLAS MOVED TO OPEN THE PUBLIC HEARING.
11 COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT
12 VOTED IN FAVOR. THE MOTION CARRIED.

14 Mr. Florence led this agenda item by explaining this application was reviewed by
15 the Planning Commission on May 25, 2021 and June 22, 2021 along with an application
16 for a Zone Map Amendment. He noted the site plan and subdivision applications were
17 continued by the commission due to questions about one of the property owner’s
18 willingness to sign the subdivision plat.

19 Mr. Florence stated the applicants and owners of the lot at 122 S. 800 W. have
20 resolved their issues and will all sign the subdivision plat when the development project
21 is approved. He pointed out in further review, the city found that that three of the storage
22 unit buildings were within 40’ of a residential property so the applicants removed three of
23 the units and added 9 additional interior parking spaced. He noted at the June 22, 2021
24 planning commission meeting, the planning commission recommended approval of the
25 zone change to the city council.

26 Mr. Florence stated the proposed development received approval on May 10,
27 2016 for a 46-unit self-storage condominium project on the subject property. Since their
28 original approval, the applicants’ entitlements expired due to inactivity of the project. The
29 applicant is now proposing a similar project but with additional property included to the
30 project and 75 storage units. He noted this request consists of a minor subdivision
31 application to consolidate existing parcels, two major subdivision condominium plats to
32 create 72 separate storage unit condominium units, and a site plan application for the
33 project. The applicant is proposing to sale each individual storage unit. Condominium
34 developments follow Utah Code Title 57 Chapter 8 for dividing units as well as Lindon
35 City major subdivision requirements and processes. He noted Staff has provided three
36 separate motions to address the applications.

37 Mr. Florence added from staff’s research it appears that the applicants purchased
38 the property at 122 S. 800 W. and then divided the property by deed in 2018. Any
39 divisions of property that create new lots are required to seek land use approval from the
40 City. One of the purposes of the minor subdivision is to correct this possible error of the
41 divided property by deed. Lot 1, 122, S. 800 W., will be subdivided for the existing
42 single-family home and lot 2 will consolidate all of the remaining parcels into another lot
43 for the storage unit development. Chairperson Call called for any public comment at this
44 time.

45 Diane Campbell stated her property is to the north. Her concern is that a certain
46 percentage of the owners can do away with the CC&R’s and they can be discarded and
47 they can do whatever they want. There will also be a lot of new neighbors to deal with
48 noise and light issues etc. Mr. Haws stated the CC&R’s are regulated through statute and
49 it is a very difficult process to undo; this is very low risk as it is a huge issue to overcome
50 as everyone would have to agree to dissolve it. Mr. Haws added any issues with noise or
51 other nuisances are mitigated through our city code. The developer then explained how it

will be managed with a hired caretaker to manage and enforce the CC&R's to ensure the rules are followed.

Mr. Brandon Hill commented that he was under the impression from the last meeting that they will not be able to run any businesses from these units. Mr. Florence confirmed that statement is correct.

Chairperson Call called for any public comments. Hearing none she called for a motion to close the public hearing.

COMMISSIONER THOMPSON MOVED TO CLOSE THE PUBLIC HEARING. COMMISSIONER KALLAS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Following some additional discussion, the Commission was in agreement to approve this minor subdivision request with the conditions as listed in the motion.

Chairperson Call called for any further comments or discussion from the Commission. Hearing none she called for a motion for the minor subdivision approval permit.

COMMISSIONER KALLAS MOVED TO APPROVE THE APPLICANT'S REQUEST FOR PRELIMINARY MINOR SUBDIVISION APPROVAL OF THE LINDON SELF STORAGE SUBDIVISION PLAT "A" WITH THE FOLLOWING CONDITIONS: 1. THE APPLICANT WILL CONTINUE TO WORK WITH CITY STAFF TO MAKE ALL FINAL CORRECTIONS TO THE PLAT PRIOR TO RECORDING; 2. PRIOR TO PLAT RECORDING THE APPLICANT WILL PROVIDE STAFF WITH A FINAL PLAT MYLAR TO INCLUDE NOTARIZED SIGNATURES OF OWNER'S CONSENT TO DEDICATION AS IDENTIFIED ON THE ATTACHED SUBDIVISION PLAT; 3. NO PARKING SIGNS BE INSTALLED ON THE EMERGENCY ACCESS EASEMENT; 4. THE PLAT WILL MEET THE APPLICABLE REQUIREMENTS AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL; AND 5. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL	AYE
COMMISSIONER MARCHBANKS	AYE
COMMISSIONER KALLAS	AYE
COMMISSIONER JOHNSON	AYE
COMMISSIONER THOMPSON	AYE
COMMISSIONER SCHAUERS	AYE

THE MOTION CARRIED UNANIMOUSLY.

6. Site Plan Approval – Lindon Self Storage – approximately 850 W. 200 S.

Lindon Self Storage, LLC requests site plan approval for 75 storage units and accompanying office building located at approximately 850 W. 200 S. (Parcels 14:065:0219, 14:065:0213, 14:065:0188, 14:065:0212)

Mr. Florence stated the information regarding this site plan application was presented with the previous agenda item with no further presentation by staff necessary.

Chairperson Call called for any further comments or discussion from the

2 Commission. Hearing none she called for a motion for the site plan approval.

4 COMMISSIONER JOHNSON MOVED TO APPROVE THE APPLICANT'S
6 REQUEST FOR SITE PLAN APPROVAL OF 72 STORAGE UNITS WITH THE
8 FOLLOWING CONDITIONS: 1. SITE PLAN APPROVAL OF THE LINDON SELF
10 STORAGE UNIT DEVELOPMENT IS CONDITIONED UPON THE CITY COUNCIL
12 GRANTING AN AMENDMENT TO THE LINDON CITY ZONING MAP; 2. THE
14 CONDITIONS OF THE LINDON SELF STORAGE PLAT "A" MINOR
16 SUBDIVISION AND LINDON SELF STORAGE PLATS "B" AND "C" BE MET
18 PRIOR TO FINAL SITE PLAN APPROVAL; 3. THE EMERGENCY ACCESS
20 EASEMENT WILL BE SURFACED WITH AN ASPHALT, CONCRETE OR OTHER
22 APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED
24 LOAD OF FIRE APPARATUS WEIGHING UP TO 75,000 POUNDS; 4. THE
26 APPLICANT WILL CONTINUE TO WORK WITH THE CITY ENGINEER TO
MAKE ALL FINAL CORRECTIONS TO THE ENGINEERING DOCUMENTS; 5.
THE PLANS WILL MEET DEVELOPMENT SPECIFICATIONS AS FOUND IN THE
LINDON CITY DEVELOPMENT MANUAL; 6. DUE TO CHANGES IN
TOPOGRAPHY OF THE SITE, THE MEASUREMENT OF THE 7' MASONRY
FENCE, ABUTTING RESIDENTIAL PROPERTIES, BE MEASURED FROM THE
RESIDENTIAL SIDE OF THE FENCE ACCESS FROM 200 S. WILL BE A PAVED
HARD SURFACE AND ANY DAMAGES IN THE ACCESS AREA REPAIRED; 8.
FINAL DESIGN WILL MEET THE TITLE 17 STANDARDS FOR INDUSTRIAL
BUILDINGS; AND 9. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER
THOMPSON SECONDED THE MOTION. THE VOTE WAS RECORDED AS
FOLLOWS:

CHAIRPERSON CALL	AYE
28 COMMISSIONER MARCHBANKS	AYE
COMMISSIONER KALLAS	AYE
30 COMMISSIONER JOHNSON	AYE
COMMISSIONER THOMPSON	AYE
32 COMMISSIONER SCHAUERS	AYE
THE MOTION CARRIED UNANIMOUSLY.	

34

36 **7. Major Subdivision – Lindon Self Storage Plat "B" and "C" – Approximately**
38 **850 W. 200 S.** Lindon Self Storage, LLC is seeking preliminary major
subdivision approval for 75 storage unit commercial condominiums at
approximately 850 W. 200 S. (Parcels 14:065:0219, 14:065:0213, 14:065:0188,
14:065:0212).

40

42 Mr. Florence stated the information regarding this major subdivision application
was presented with the previous item with no further presentation by staff necessary.

44 Chairperson Call called for any further comments or discussion from the
Commission. Hearing none she called for a motion for the major subdivision approval.

46 COMMISSIONER THOMPSON MOVED TO RECOMMEND APPROVAL OF
48 THE APPLICANT'S REQUEST FOR PRELIMINARY APPROVAL OF THE LINDON
SELF STORAGE CONDOMINIUM SUBDIVISION PLATS "B AND C" WITH THE
FOLLOWING CONDITIONS: 1. PRELIMINARY APPROVAL OF THE LINDON

2 SELF STORAGE CONDOMINIUM PLATS “B” AND “C” ARE CONDITIONED
UPON THE CITY COUNCIL GRANTING AN AMENDMENT TO THE LINDON
4 CITY ZONING MAP; 2. THE APPLICANT WILL CONTINUE TO WORK WITH
CITY STAFF TO MAKE ALL FINAL CORRECTIONS TO THE PLAT PRIOR TO
6 RECORDING; 3. THE SECONDARY EMERGENCY ACCESS EASEMENT WILL
BE RECORDED PRIOR TO THE RECORDING OF THE PLAT OR INCLUDED ON
8 THE PLAT WITH THE SIGNATURE OF OWNER’S CONSENT; 4. PRIOR TO PLAT
RECORDING THE APPLICANT WILL PROVIDE STAFF WITH A FINAL PLAT
10 MYLAR TO INCLUDE NOTARIZED SIGNATURES OF OWNER’S CONSENT TO
DEDICATION AS IDENTIFIED ON THE ATTACHED SUBDIVISION PLAT; 5. THE
12 PLAT WILL MEET THE APPLICABLE REQUIREMENTS AS FOUND IN THE
LINDON CITY DEVELOPMENT MANUAL AND UTAH CODE TITLE 57
14 CHAPTER 8 FOR CONDOMINIUMS; 6. FINAL COVENANTS, CONDITIONS AND
RESTRICTIONS WILL BE RECORDED WITH THE SUBDIVISION PLATS; AND 7.
16 ALL ITEMS OF THE STAFF REPORT. COMMISSIONER KALLAS SECONDED
THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

18	CHAIRPERSON CALL	AYE
	COMMISSIONER MARCHBANKS	AYE
20	COMMISSIONER KALLAS	AYE
	COMMISSIONER JOHNSON	AYE
22	COMMISSIONER THOMPSON	AYE
	COMMISSIONER SCHAUERS	AYE

24 THE MOTION CARRIED UNANIMOUSLY.

26 **8. New Business: Reports by Commissioners** – Chairperson Call called for any
new business or reports from the Commissioners.

28
Commissioner Kallas asked for an update for the development by Castle Park. Mr.
30 Florence said it will be coming soon as they have submitted their CC&R’s. He also
mentioned the color of the roof on the new Holiday Oil appears to be a rust color and if it
32 complies with the color palette. Chairperson Call pointed out that the roof color doesn’t
match the color of the awning over the gas pumps. Commissioner Thompson mentioned
34 he talked with a realtor from Ivory Homes. He noted they indicated they have stopped
asking the owners to sign an agreement and it may cause some problems. Mr. Florence
36 stated Ivory is aware now as they had forgotten about the ordinance in that area.

38 **9. Planning Director Report** – General City Updates.

40 Chairperson Call called for any further comments or discussion from the
commission. Hearing none she called for a motion to adjourn.

42 **ADJOURN** –

44
COMMISSIONER THOMPSON MADE A MOTION TO ADJOURN THE
46 MEETING AT 8:00 PM. COMMISSIONER KALLAS SECONDED THE MOTION.
ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

2

Approved – September 14, 2021

4

6

Sharon Call, Chairperson

8

10

Michael Florence, Planning Director

Item: 4 **Alteration of a Nonconforming Use – Cliff Fano** **89 N. 800 W.**

Date: September 14, 2021

Project Address: 89 N. 800 W.
Parcel ID: 14:065:0204
Applicant: Cliff Fano
Property Owner: Cliff Fano

General Plan: Residential
Current Zone: Residential (R1-20)

Type of Decision: Administrative
Council Action Required: No
Presenting Staff: Michael Florence



Summary of Key Issues

1. The applicant seeks approval from the Lindon City Planning Commission for an Alteration of a Non-Conforming Use.
2. The original home was constructed in 1918.

Overview

1. The applicant requests approval to construct a new two car garage and kitchen addition to an existing single-family home that does not meet current front yard setback requirements for the Residential (R1-20) Zone. The existing front setback is 25 feet. The R1-20 zone requires a 30-foot front setback. All other setback will be met.
2. The Lindon City Code gives the Planning Commission the ability to approve additions to nonconforming buildings that bring the nonconforming building as close as reasonably possible to conformance with requirements and regulations of the zone in which the nonconformity is located. The applicant is petitioning to maintain the 25' setback for the two additions due to structural engineering requirements. The applicant will be maintaining the non-conformance and not increasing it.
3. The south wall is part of the original home that was built with brick back in 1918. Moving the new structure back 5ft would leave the homeowner with the following challenges:
 - <24 inch opening to move between the addition and the original home.
 - i. Total measurement from front of the home to the brick wall is 7ft 8 inches
 - ii. Move new wall 5ft to the west to meet city requirement, remaining area to brick wall, 2ft 8 inches.
 - iii. Remove 8 inches (rough est) for 2x6 frame for new east wall, exterior siding and drywall. Remaining distance to brick wall, 24 inches.
 - The engineers recommend that the homeowner not alter that south wall, as they risk compromising the integrity/strength of the wall and how it supports the current second floor.
 - i. To address this, the plans have a 'new wall' that will support the new addition on the south (living room/kitchen) and the north (garage) independent of the current structure.

Motion

I move to (*approve, deny, continue*) the applicant's request to alter a nonconforming use with the following conditions:

1. The home additions be approved with a 25' front setback;
2. The applicant will continue to work with the Building Official to make all final corrections to the building plans;
3. All items of the staff report.

Surrounding Zoning and Land Use

North: Residential (R1-20) – single-family residential

East: Residential (R1-20) – single-family residential

South: Residential (R1-20) – single-family residential

West: Residential (R1-20) – single-family residential

Development Standards

Altering a nonconforming use

The Lindon City Code Section 17.16 regulates nonconforming buildings and uses and would apply to the existing building at 89 N. 800 W. because the building does not meet current front yard setback requirement. An analysis of how the following code sections would apply to the existing building and proposed addition are provided in bold:

17.16.010 Purpose and Intent

In the zones established by this title or amendments that may later be adopted, there exist lots, buildings and structures, and uses of lots, buildings and structures, which were lawful before this title was passed or amended but which would be prohibited, regulated or restricted under the terms of this title or future amendment. The City Council declares that nonconforming buildings, structures and uses are generally incompatible with permitted uses, conditional uses and conforming buildings and structures in the zones involved. Being such, nonconforming buildings, structures and uses shall not be enlarged, modified, moved or otherwise changed, except as provided herein.

17.16.030 Amendments, Additions, Enlargements and Moving or Nonconforming Parcels or Uses

1. All nonconforming parcels, lots, buildings, structures, or uses shall not be added to, enlarged in any manner, moved to another location on the lot, or have parcel lines moved, changed, or adjusted, except as provided by subsection 2 of this section.
2. The Planning Commission may authorize the expansion, alteration, or enlargement of a nonconforming use, structure, building, parcel, or lot, or movement of parcel lines, only after holding a public hearing and finding that:
 - a. the expansion, alteration or enlargement of the nonconforming building, structure, parcel, lot, or use will to reasonable extent bring the property, building, structure, parcel, lot or use as close as reasonably possible to conformance with requirements and regulations of the zone in which the nonconformity is located; and
 - b. the proposed change does not impose any unreasonable burden upon the lands located in the vicinity of the nonconforming use or structure or violate the development policies adopted in the Lindon City Master Plan; and
 - c. the use, building, or structure, existing or proposed, will be brought into compliance, where possible, with design and architectural standards of the zone where proposed.
3. Additions, enlargements, alterations, or expansions of nonconforming uses, upon compliance with 17.16.030, shall be permitted on neighboring properties of the existing nonconforming use. Such parcels or lots shall be adjoining and share a common parcel boundary line and shall not be divided by a city street.

Staff Analysis

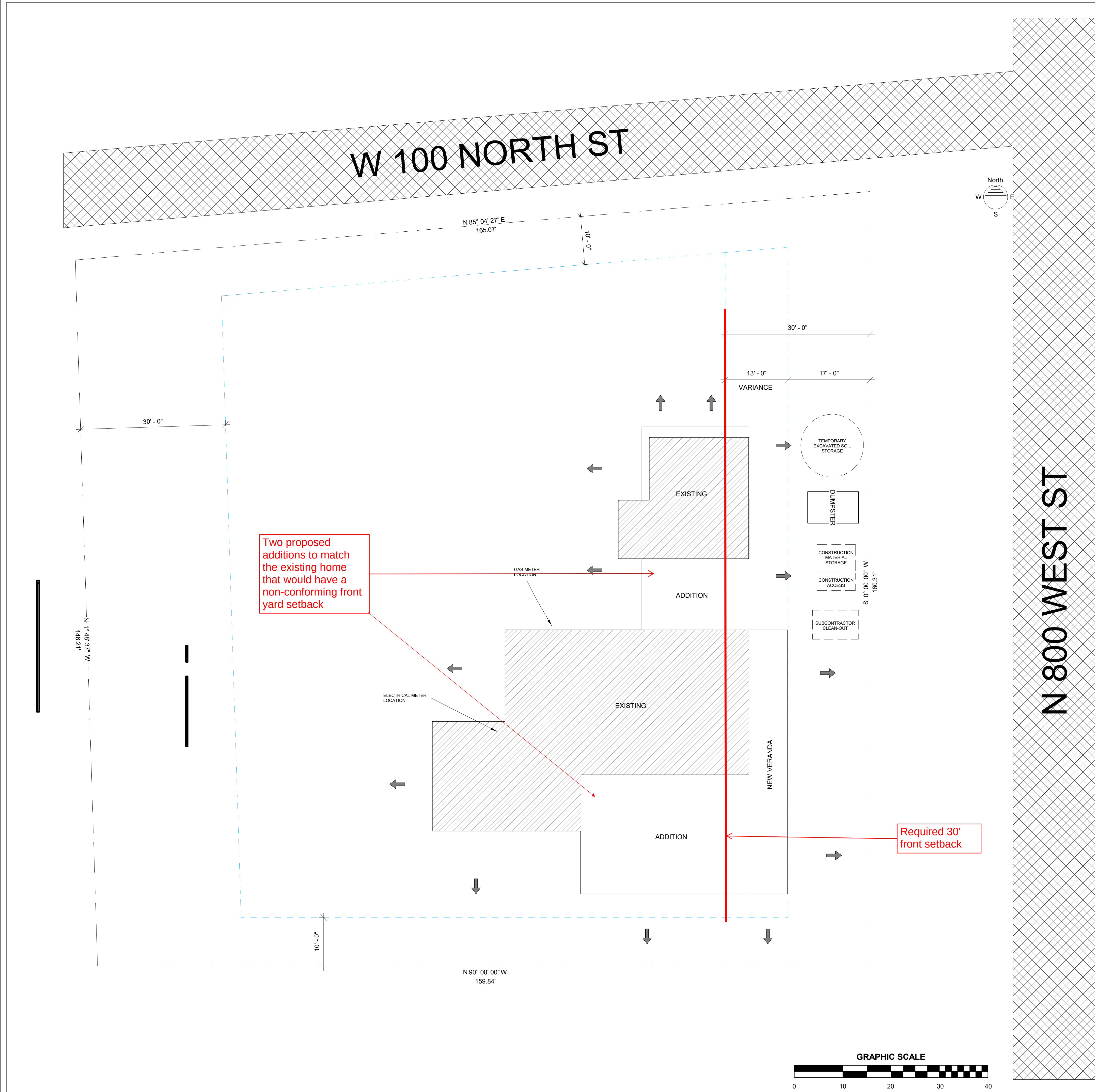
The proposed building addition qualifies to be reviewed and considered for approval under the requirements in section 17.16 of the Lindon City Code. The home was built in 1918 and preceded any city adopted zoning ordinances. The applicant is not increasing the non-conformance and to the reasonable extent possible bringing the home into compliance. Due to the age of the home and the interior improvements that need to be made, the structural engineers recommend that the additions not be moved to increase the setback to 30 feet.

Exhibits

1. Aerial photo
2. Street View Photo
3. Picture by property owner that shows where the additional would go and impact of 24-inch opening
4. Site plan
5. Proposed main floor plan
6. Proposed building elevations







SWPPP NOTES:

ALL STORM WATER AND DIRT WILL BE KEPT ON SITE DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE. THE SITE MUST BE GRADED SO THAT WHEN FINAL LANDSCAPING IS COMPLETE, ALL STORM AND IRRIGATION WATER WILL REMAIN ON SITE.

STREET, CURB, AND GUTTER WILL BE INSPECTED AND CLEANED OF ALL MUD AND DIRT AT THE END OF EVERY DAY. STREET SWEEP AS NEEDED. GRAVEL BAGS TO BE PLACED AND MAINTAINED AROUND ANY STORM DRAIN INLET ADJACENT TO OR IMMEDIATELY DOWNSTREAM FROM THE SITE DURING CONSTRUCTION.

PROVIDE A 3" SEDIMENT CUTBACK BEHIND CURB.

BERMS OR SWALES WILL BE REQUIRED ALONG PROPERTY LINES **OF A SUFFICIENT SIZE** TO PREVENT STORM WATER FLOW ONTO ADJACENT LOTS. FINAL GRADING SHALL BLEND WITH ADJACENT LOTS.

A LINED CONCRETE WASHOUT AREA MUST BE PROVIDED AT THE SITE FOR ALL CONCRETE WORK. WASHOUT INTO THE FOUNDATION OR ON THE GROUND IS PROHIBITED.

SITE DRAINAGE NOTES:

THE FOLLOWING PRECAUTIONS SHALL BE TAKEN TO HELP PREVENT WETTING OF THE FOUNDATION SOILS:

1. ADEQUATE COMPACTION OF BACKFILL SOILS AGAINST THE FOUNDATION SHOULD BE PROVIDED (IE: A MINIMUM OF 90% OF ASTM D 1557). WATER CONSOLIDATION METHODS SHOULD NOT BE USED.
2. THE GROUND SURFACE SHOULD BE GRADED TO DRAIN AWAY FROM THE STRUCTURE IN ALL DIRECTIONS. PROVIDE AT LEAST A MINIMUM SLOPE OF 6" WITHIN THE FIRST 10'-0" AS REREQUIRED BY R401.3.
3. ROOF RUNOFF SHOULD BE COLLECTED IN RAIN GUTTERS WITH DOWN-SPOUTS DESIGNED TO DISCHARGE WELL OUTSIDE OF THE BACKFILL LIMITS AT LEAST 10 FEET FROM STRUCTURES.
4. SPRINKLER HEADS, IF PLANNED, SHOULD BE AIMED AWAY AND KEPT AT LEAST 2 FEET FROM FOUNDATION WALLS. SPRINKLER SYSTEMS SHOULD BE DESIGNED WITH PROPER SLOPE AND DRAINAGE FOR ALL LINES TO PREVENT BREAKS. BREAKS SHOULD BE PROMPTLY REPAIRED. OVER-WATERING SHOULD BE AVOIDED.
5. LONG-TERM DRAINAGE CONTROL PROVIDED BY LANDSCAPING INCLUDING: PLANTS, GRASS, TREES, SHRUBS & AUTOMATIC SPRINKLERS.
6. THE GRADE ADJACENT TO ALL FOUNDATION WALLS SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET (5%).
7. R401.3 - LANDINGS, RAMPS, PATIOS, PORCHES OR DECKS, ARE REQUIRED TO BE LEVEL OR CAN HAVE A MAXIMUM SLOPE OF " PER FOOT. ALL OTHER IMPERVIOUS SURFACES WITHIN 10 FEET OF THE FOUNDATION WALLS MUST SLOPE A MINIMUM OF 14" PER FOOT. ALL OTHER IMPERVIOUS SURFACES WITHIN 10 FEET OF THE FOUNDATION WALLS MUST SLOPE A MINIMUM OF 14" PER FOOT AWAY FROM WALLS.
8. DIRECT THE DRAINAGE WATER TO AN APPROVED LOCATION OF DISCHARGE AND NOT ONTO NEIGHBORING PROPERTIES OR ACROSS THE CITY SIDEWALKS.

Legacy
Drafting and Design

GREGORY D. BROWN - OWNER/PRINCIPAL DESIGNER CELL: 801.735.6314
970 W 800 N, Orem, UT 84057 E-MAIL: greg@LegacyHomeDesign.com

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of the law.

***NOTE: Designer is not an
Architect or Engineer. Drawings are
incomplete without attached
engineering specs. Contractor
responsible for verifying all
dimensions, conditions, etc. on site
prior to construction or the ordering
of any materials.

**A CUSTOM REMODEL FOR THE
FANO FAMILY**
89 N 800 W LONDON, UT 84042

SQUARE FOOTAGE	
MAIN	1736 SF
2ND FL WIN	22 SF
Total Area	1758 SF
GARAGE	942 SF
VERANDA	666 SF
DECK	68 SF

**ENGINEER
STAMP**

REVISIONS:	
1	00-00-00
2	00-00-00
3	00-00-00

**SHEET
NUMBER:**
A-0.1
05/26/2021

SITE PLAN/SWPPP
SCALE 1" = 10'-0"

PLUMBING NOTE:

ALL PLUMBING INSTALLATIONS SHALL COMPLY WITH THE 2018 IRC.

SHOWERHEADS SHALL HAVE A FLOW RATE OF NOT MORE THAN 2.5 GPM TO COMPLY WITH IRC P2903.2

SMOKE DETECTOR NOTE:

ADD SMOKE DETECTORS THROUGHOUT HOME

SMOKE DETECTORS SHALL COMPLY WITH SECTION R314 OF THE IRC AND SHALL BE HARD-WIRED, INTERCONNECTED, AND HAVE BATTERY BACKUP.

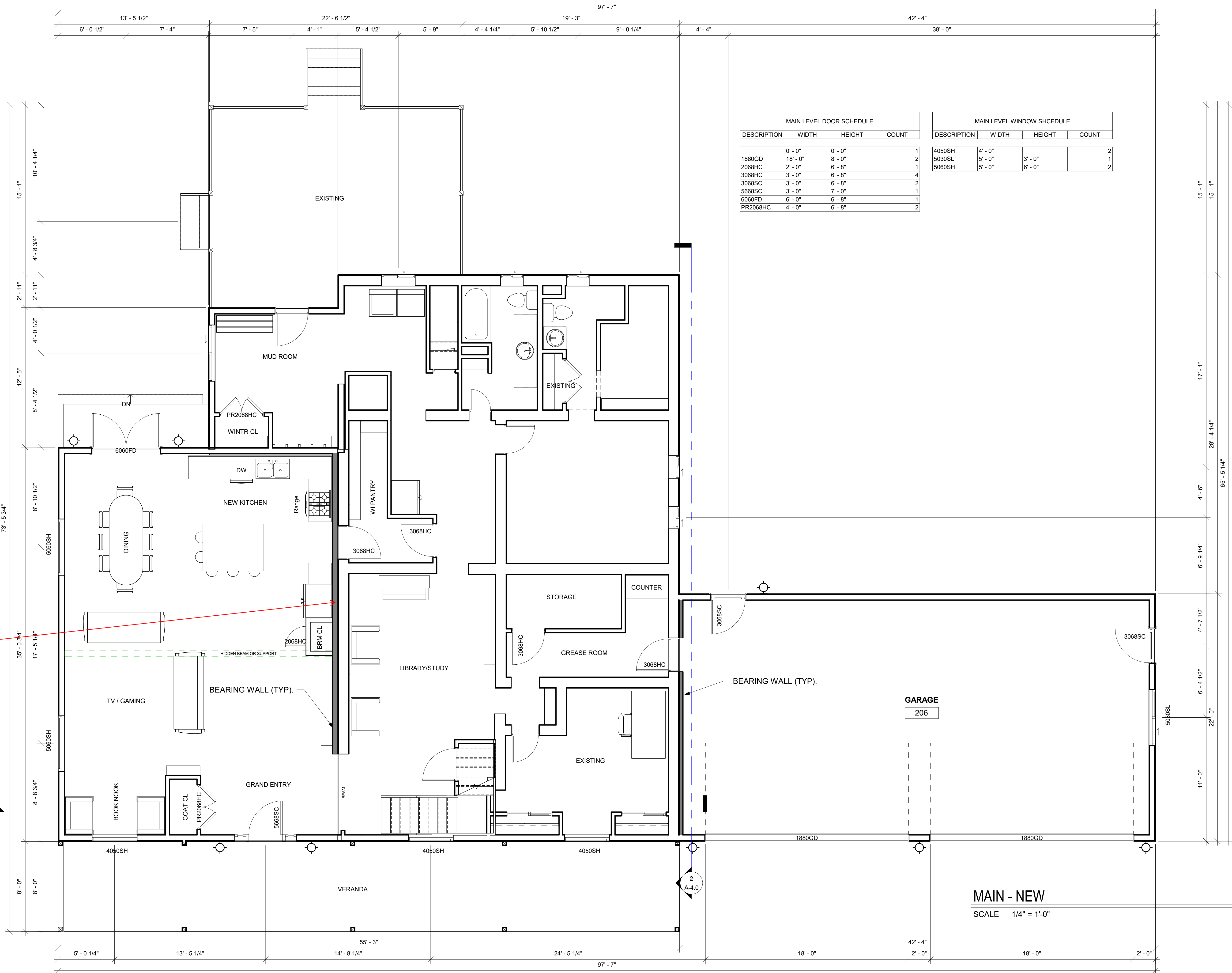
INSULATION NOTE:

ALL EXTERIOR 2X6 WALLS SHALL HAVE A MINIMUM OF R-20 INSULATION AND ALL ATTICS SPACE SHALL HAVE A MINIMUM OF R-49 INSULATION

DIMENSION NOTE:

SITE VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS AND COMENSING ANY WORK. REPORT ANY SIGNIFICANT DESCREPENCIES TO THE DESIGNER.

South wall that structural engineer recommends not be altered. A new wall will be constructed next to the existing wall for support



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The purchaser is granted a single
use license for construction only.
Unauthorized use and/or further
distribution without written consent
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will be prosecuted to the full extent
of the law.
***NOTE: Designer is not an
Architect or Engineer. Drawings are
incomplete without attached
engineering specs. Contractor
responsible for verifying all
dimensions, conditions, etc. on site
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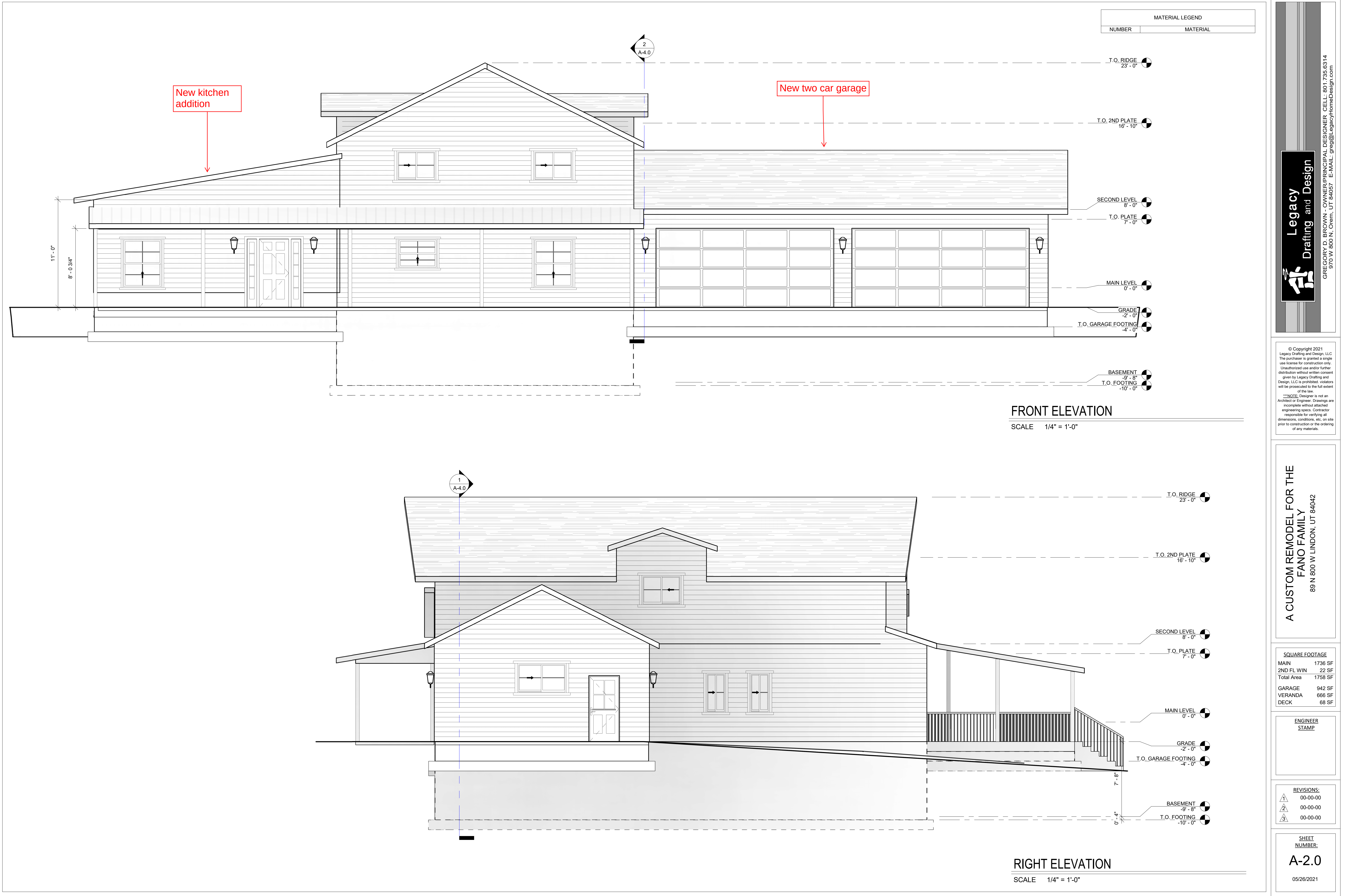
A CUSTOM REMODEL FOR THE
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ENGINEER
STAMP

REVISIONS:	
1	00-00-00
2	00-00-00
3	00-00-00

SHEET
NUMBER:
A-0.2
05/26/2021



Item 5: Minor Subdivision Approval. 2010 W. 400 N. Valley Properties, LLC (doTerra)

Date: September 14, 2021

Applicant: Valley Properties, LLC
Presenting Staff: Michael Florence

General Plan: Commercial
Current Zone: Regional
Commercial (RC)

Property Owner: Thyme Global,
LLC

Parcel ID's: 37:340:0001

Type of Decision: Administrative
Council Action Required: No



SUMMARY OF KEY ISSUES

1. The applicant is seeking minor subdivision approval for a two-lot subdivision of an existing lot.

OVERVIEW

1. The applicant is proposing a two-lot minor subdivision of the existing office and warehouse buildings and to place them on separate lots.
2. The proposed lot sizes are as follows:
 - a. Lot 2: 19.668 acres
 - b. Lot 3: 17.967 acres
3. The plat shows 30' wide private access easements in order to access both of the properties. There will also be an access agreement signed between the two properties. According to the agreement both properties will share the long-term maintenance of the access easement that will run with the land. There will also be a utility agreement for those utilities that cannot be separated.

MOTION

I move to (*approve, deny, continue*) the applicant's request for minor subdivision approval at 2010 W. 400 N. with the following conditions:

1. The applicant will continue to work with the city staff to make all final corrections to the plat;
2. The plat with lot layouts is approved as provided in the staff report;
3. Prior to plat recording, the applicant will provide staff with a final plat mylar to include notarized signatures and obtain signature of all entities indicated on the attached subdivision plat;
4. The access and utility easement agreements will be recorded at a similar time as the subdivision plat with the Utah County Records Office, and
5. All items of the staff report

Surrounding Zoning and Land Use

North: Regional Commercial (RG) – I-15

South: Regional Commercial (RG) - Mtn Tech 6 & 7 and UDOT wetland bank

East: Regional Commercial (RG) – Vacant

West: Regional Commercial (RG) – Mtn Tech 1,2 & 3

Lot Requirements – Light Industrial West Zone

Required	Lot 1	Lot 2	Compliant
Minimum lot size: 20,000 sq ft (.459 acres)	19.668 acres	17.967 acres	Yes

Subdivision Requirements

Required	Complaint
No single lot shall be divided by municipal or county boundary lines, roads, alleys, or other lots.	Yes
Side lot lines shall be at right angles or radial to street lines.	Yes
Sidewalks, curbs and gutters shall be provided on both sides of all streets to be dedicated to the public	Yes
Easements shall follow rear and side lot lines whenever practical and shall have a minimum total width of 15 feet apportioned equally in abutting properties.	Yes
Underground utilities and piped sanitary sewerage shall be provided by the subdivider.	Yes
No lot shall be created which is more than three times as long as it is wide.	Yes

Engineering Requirements

The City Engineer is working through technical issues related to the plat and will ensure all plat related issues are resolved before final approval is granted.

Staff Analysis

Because the development was originally constructed to be one business complex with an office call center and distribution warehouse most of the utilities are tied between the buildings. The applicant has provided the below list of items and the status of where they are at in separating the utilities. For those utilities that cannot be separated the owners will have an agreement in place for long-term maintenance and cost sharing.

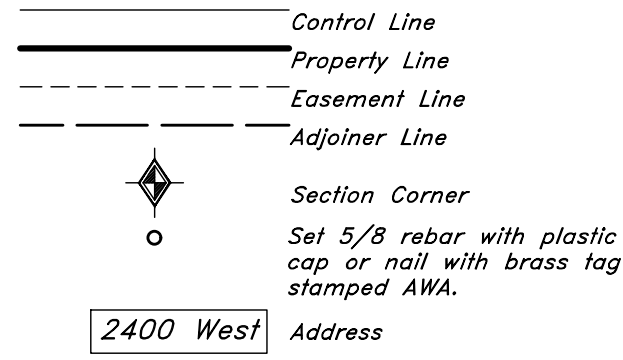
Utility	Status
City Domestic Water	Separated
Sewer	Separated
Fire Alarms	Separated
Door security and Camera security systems	Separated
Data Backbone	In process of being separated
Natural Gas	In process of being separated
HVAC/BCMS system	In process of being separated
Landscape irrigation	Addressed in attached sharing agreement
Backup generator	Addressed in attached sharing agreement
Stormwater system	Addressed in attached sharing agreement
Fire sprinkler system	Addressed in attached sharing agreement

EXHIBITS

1. Subdivision Plat
2. Proposed easement agreement
3. Proposed utility agreement

doTERRA Lindon Subdivision, Plat B
Amending and Extending doTERRA Lindon Subdivision Plat A
A part of the Northwest Quarter of Section 31, and the Southwest Quarter of Section 30,
Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey
City of Lindon, Utah County, Utah
April 2018

Legend



Vicinity Map

A part of Lindon, Utah
Utah County, Utah
Not to Scale

Narrative

This Subdivision was requested by Valley Properties prerequisite to the development of this property.

This Survey retraces a previous ALTA/ACSM Survey by Draper & Associates dated September, 1995 and filed as Survey No. 96-116 of Official Records and two ALTA surveys No. 18-170 & No. 18-171, performed by AWA in 2017.

A line between monuments found for the Northwest Corner and the North Quarter Corner of Section 31 was assigned the VRS bearing of North 89°30'54" East as the Basis of Bearings to place the survey on the Utah County Survey/State Plane Datum.

Data was collected on the State Plane Datum which matches the Utah County Survey but not the 1995 survey as 1995 survey purports to be on State Plane datum but gives coordinates for the Section Corners that do not match the published Utah County Survey values.

An ALTA/ACSM survey by Ensign Engineering dated 12 December, 2005 and as survey No. 06-104 of Official Records retraced the 1995 survey using the same basis of bearings along the Section line but there is no mention of the discrepancy. However, Interstate bearings on the 2005 survey match those of a UDOT Right-of-Way survey by Daley & Associates dated 1 November, 2002 and filed as Survey No. 03-2 of Official Records. Also the 1995 Boundary Line Agreements are called out as State Plane Datum.

No Right-of-way markers were recovered along 400 North Street or Interstate I-15.

Property Corners were placed as shown hereon.

Occupancy Restriction Note

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

Acknowledgment

State of _____
County of _____

{ S.S.

On this _____ day of _____, 20____, personally appeared before me David N. Stirling, who being by me duly sworn, did prove to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed this plat with full authority of the owner(s).

I certify under penalty of perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

PLANNING DIRECTOR

Approved by the Planning Director this _____ Day of _____ A.D. 20____

PLANNING DIRECTOR

LINDON CITY ATTORNEY

Approved by Lindon City Attorney on this _____ Day of _____, A.D. 20____

LINDON CITY ATTORNEY

CITY ENGINEER

Approved by the City Engineer on this _____ Day of _____, A.D. 20____

CITY ENGINEER

Surveyor's Certificate

I, Ken B. Hawkes, do hereby certify that I am a Professional Land Surveyor and that I hold a license, Certificate No. 8707113, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that 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 a Lot and a street dedication, and in accordance with Utah Code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

Boundary Description

All of Lot 1 of doTERRA Lindon Subdivision, Plat A recorded as Entry No. 134660:2019 and Map 16887 in the records of the Utah County Recorder's Office, along with more land being a part of the Southwest Quarter of Section 30, and the Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in the City of Lindon, Utah County, Utah:

Beginning at the intersection of the Section Line and a 1995 Boundary Line Agreement recorded June 13, 1995, as Entry No. 37074, in Book 3696, at Page 803, in the records of said Utah County Recorder's Office, said point is located North 89°30'42" East 944.41 feet along the Section Line from a Brass Cap Monument found marking the Southwest Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 0°16'40" West 220.73 feet along said Boundary Line Agreement to the Southerly Line of Pleasant Grove Boulevard; thence North 46°20'54" East 144.49 feet along said Southerly Line to the Westerly Line of the Interstate 15 Freeway; thence along said Westerly Line the following four courses: South 55°53'32" East 102.62 feet; South 59°38'21" East 170.74 feet; South 63°06'39" East 0.16 feet; and South 59°35'08" East 524.06 feet to a Line defined within said Boundary Line Agreement; thence along said Boundary Line Agreement the following three courses: South 0°01'27" West 443.95 feet; North 89°41'13" East 520.37 feet; and South 0°05'38" East 167.79 feet; thence North 89°38'03" East 66.63 feet; thence South 0°05'38" East 629.68 feet to the Northerly Line of the New Alignment of 400 North Street as widened to 42.00 foot half-width; thence North 89°52'11" West 66.63 feet along said Northerly Line to a point on said Boundary Line Agreement; thence South 0°05'38" East 23.16 feet along said Boundary Line Agreement to the North Line of 400 North Street as widened to 33.00 foot half-width per said doTERRA Lindon Subdivision, Plat A; thence South 89°57'46" West 1315.57 feet along said North Line to a point on said Boundary Line Agreement; thence along said Boundary Line Agreement the following three courses: North 0°28'03" East 820.02 feet; North 0°26'02" East 168.09 feet; and North 0°16'42" West 362.69 feet to said point of intersection of the Section Line and said Boundary Line Agreement and the point of beginning.

Contains 1,639,392 sq. ft.
Or 37.635 acres
2 Lots

4 May, 2021

Date

Ken B. Hawkes

Ken B. Hawkes

Utah PLS No. 8707113

Owner's Certificate & Dedication

Know all men by these presents that We, the undersigned owners of the above described tract of land, having caused the same to be subdivided into a Lot to be hereafter known as

doTERRA Lindon Subdivision, Plat B

and do hereby dedicate for perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) and all agents, successors and assigns voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) and all agents, successors and assigns voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to the drainage, or surface or sub-surface water flows within this subdivision or by owner's establishment of construction of the roads within this subdivision. In witness whereof we have hereunto set our hands this _____ day of _____ A.D. 20____.

Valley Properties, LLC

By: David N. Stirling
Its: CEO

Acceptance By Legislative Body

The City Council of the City of Lindon, 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____.

Planning Commission Chair

Attest

City Mayor

City Recorder (See Seal Below)

Conditions of Approval

doTERRA Lindon Subdivision, Plat B

Amending and Extending doTERRA Lindon Subdivision Plat A
A part of the Northwest Quarter of Section 31 and the Southwest Quarter of Section 30,
Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey
City of Lindon, Utah County, Utah

Surveyors Seal

City Engineer Seal

Clerk-Recorder Seal



Curve Table				
Curve	Delta	Radius	Length	Chord Data
C1	64°09'29"	15.00'	16.80'	N 32°06'59" W 15.93'
C2	90°00'00"	35.00'	54.98'	S 45°02'14" E 49.50'
C3	89°59'55"	65.00'	102.10'	N 45°02'17" W 91.92'
C4	49°27'51"	25.00'	21.58'	S 24°46'10" E 20.92'
C5	84°04'33"	28.00'	41.09'	S 42°00'02" W 37.50'

Curve Table				
Curve	Delta	Radius	Length	Chord Data
C6	41°55'46"	55.00'	40.25'	S 63°04'26" W 39.36'
C7	19°05'28"	100.00'	33.32'	N 9°30'30" E 33.17'
C8	19°05'28"	100.00'	33.32'	N 9°30'30" E 33.17'
C9	49°27'51"	25.00'	21.58'	N 24°41'42" E 20.92'

Line Table		
Line #	Bearing	Length
L1	S 89°57'46" W	34.75'
L2	S 89°57'46" W	23.75'

Owner/Developer

doTERRA
389 South 1300 West
Pleasant Grove, Utah 84062
801.321.7567



2010 North Redwood Road, Salt Lake City, Utah 84116
801.321.1029 - info@awah.com

WHEN RECORDED, MAIL TO:

Thyme Global LLC
Attn: Legal Department
389 South 1300 West
Pleasant Grove, Utah 84042

Parcel Numbers: 14:060:0012, 14:059:0062
14:060:0088, 37:340:0001

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement (this “**Declaration**”) is made and entered into effective as of _____, 2021 by Thyme Global LLC, a Wyoming limited liability company (“**Thyme Global**”).

A. Thyme Global is the current owner of that certain parcel of real property located in Utah County, Utah, as more particularly described on Exhibit A (“**Burdened Property**”), and in such capacity is referred to herein as the “**Burdened Property Owner**.”

B. Thyme Global is also the current owner of those certain parcels of real property located in Utah County, Utah, situated to the east of the Burdened Property, as more particularly described on Exhibit B (collectively, “**Benefited Properties**” and together with the Burdened Property, the “**Properties**” and each, a “**Property**”), and in such capacities is referred to herein as the “**Benefited Property Owners**.”

C. The Burdened Property Owner and the Benefited Property Owners, together with their successors and assigns, are each sometimes referred to herein individually as an “**Owner**” and collectively as the “**Owners**.”

D. A private access road has been constructed across the eastern portion of the Burdened Property, connecting 400 North, a public street, to the Properties in Lindon, Utah, as such private access road is more particularly described on Exhibit C and shown on Exhibit D attached hereto (the “**Access Road**”), for the purpose of providing each of the Owners egress and ingress to and from their respective Properties and 400 North.

E. Subject to the terms and conditions set forth herein, Thyme Global desires to establish certain rights and maintenance obligations for the easement set forth below with respect to the Access Road for the benefit of the Benefited Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. Access Road Easement. The Burdened Property Owner, as the owner of the Burdened Property, hereby creates, grants, conveys, transfers, and assigns, without warranty, to the Benefited Property Owners, for the benefit of their respective Benefited Properties and all of

their respective owners, employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees thereof (“**Permittees**”), a nonexclusive, perpetual easement and right of way of access, passage and use, both pedestrian and vehicular (including without limitation trucks and construction traffic), on, over, upon and across the Access Road for the purpose of ingress and egress to and from 400 North and the Benefitted Parcels. No Owner may modify the course of any portion of the Access Road without the prior written consent of the other Owners, provided that consent for non-material changes shall not be unreasonably withheld, conditioned or delayed. Use of the Access Road shall be at the sole risk and hazard of the Owners and their Permittees, and no Owner shall have any liability for any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of (x) any entry by such person upon, the use of, or any work performed on the Access Road, or (y) the maintenance, repair and replacement of the Access Road, except to the extent caused by such Owner’s gross negligence or willful misconduct. Each Owner, on behalf of itself and its Permittees, releases the other Owners and their Permittees from any and all claims relating to the condition or use of the Access Road other than the enforcement of this Declaration.

2. Maintenance, Repair and Replacement. The Burdened Property Owner, on the one hand, and the Benefitted Property Owners, on the other hand, shall share equally the costs of maintaining, repairing and replacing the Access Road; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner’s cost. Subject to the foregoing, the Burdened Property Owner shall be solely responsible to perform the maintenance, repair and replacement of the Access Road in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations. For purposes of clarity, the maintenance, repair and replacement obligations of the Access Road shall include: (a) maintaining and repairing the surface of the roadway area; (b) removing all trash, debris and other refuse from and periodically sweeping the road area to the extent necessary to maintain the same in a clean, safe and orderly condition; (c) maintaining striping and signage as needed; (e) arranging for prompt removal of snow, ice, and other weather-related hazards; and (f) performing any and all such other duties, whether specifically listed herein or not, as are necessary to maintain the Access Road in a clean, safe and orderly condition.

3. No Barriers. No walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Access Road, and no person is permitted to make any changes to grade elevations, that would materially limit, prevent or impair the use or exercise of the easement established in this Declaration, or the free access and movement of pedestrian and vehicular traffic on and across the Access Road, except temporary barriers as may be reasonably necessary during construction on the Burdened Property provided that such temporary barriers do not completely block reasonable vehicular access to and from the Properties from 400 North. The Owners agree to work together in good faith to resolve any unforeseen circumstances in order to minimize to the extent practicable the impact of any temporary construction within the Access Road.

4. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless each other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants (collectively, the “**Indemnified Party**”) from and against

any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by the such Indemnified Party as a result of any action of the indemnifying Owner or its Permittees to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Access Road, except to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Declaration. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees hereby releases any such claims to the extent covered by insurance of any Owner. Nothing in this section is intended to limit the release provided in Section 1.

5. Duration. The easements and each covenant and restriction set forth in this Declaration shall be perpetual.

6. Covenants Run with Land. Each right and obligation in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Property; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Property shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Property.

7. Third-Party Beneficiaries. This Declaration is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Declaration.

8. Miscellaneous.

8.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

8.2 Subject to Section 8.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 8.4, below, all of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative

and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8.3 No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

8.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Property. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

8.5 The section and other headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

8.6 This Declaration shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Property or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Declaration shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Property subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Property shall be released from all further obligations under this Declaration arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Properties to the general public or for the public, or for any public purpose.

8.7 This Declaration, together with all exhibits hereto, contains the entire agreement of the Owners with respect to the subject matter hereof.

8.8 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Declaration shall be effective unless such amendment has been executed and notarized by the Owners of the Properties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

8.9 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Property or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable Property.

8.10 The Owners acknowledge their mutual intent and desire that the easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Properties

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, Thyme Global has executed this Declaration of Access Easement the day and year first above written.

THYME GLOBAL:

THYME GLOBAL LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this ____ day of _____, 2021, personally appeared before me _____, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

Notary Public
My Commission Expires: _____

EXHIBIT A

(Legal Description of Burdened Property)

Parcel Number: 37:340:0001

LOT 1, PLAT A, DOTERRA LINDON SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.

EXHIBIT B

(Legal Description of Benefited Properties)

Parcel Numbers: 14:060:0012, 14:059:0062 & 14:060:0088

Parcel 1:

Commencing 10.75 Chains South and 1.83 Chains West of the Northeast Corner of the Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 4.37 Chains; thence South 10 Chains; thence East 6.20 Chains; thence North 8.70 Chains; thence North 49°52'10" West 140 feet to beginning.

Less and Excepting from Parcel 1 that portion of ground conveyed by that certain Boundary Line agreement recorded October 16, 1995 as entry No. 69774 in Book 3791 at Page 403 of Official Records.

Parcel 2:

Commencing 19 Chains North of the Southwest Corner of the Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 3.70 Chains; thence North 360 feet; thence North 49°52'10" West 333 feet; thence South 8.70 Chains to beginning.

Parcel 3:

Commencing 3.90 Chains East and 20 Chains South of the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 6.82 Chains; thence North 49°52'10" West 605 feet; thence South 387 feet to beginning.

Less and Excepting from Parcel 3 that portion of ground conveyed to the State Road Commission of Utah for Highway Purposes by that Certain Warranty Deed recorded September 3, 1959 as Entry No. 13676 in Book 822 at Page 272 of Official Records, being a tract of land for Highway know as Project No. 15-6 situated in the Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian said tract of land is contained within two side Lines parallel to and at distances of 125.0 feet Northeasterly and 125.0 feet Southwesterly from the Center Line of survey of said project. Said Center Line is described as follows:

Beginning at the intersection of the West Boundary Line of the Grantor's Land and said Center Line of survey which point is 732.7 feet West along the North Line of said Section 31 and approximately 1284 feet South 49°52'10" East along said Center Line of survey, from the North Quarter Corner of said Section 31; thence South 49°52'10" East 875 feet, more or less, to the intersection of said Center Line of said survey and Center Line of an East-West County Road as shown on the Official Map of said project on file in the Office of the State Road Commission of Utah.

Less and Except:

A parcel of land in fee, incident to the construction of a freeway known as Project No. MP-I15-6, being part of an entire tract of property, situate in the Southeast Quarter Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the Westerly Boundary Line of said entire tract and the existing Northerly Right-of-Way Line of Lindon City 400 North Street, which point is 1373.75 feet, more or less, South $0^{\circ}21'57''$ East (Record 1369.50 feet South) along the Quarter Section Line and 409.20 feet South $89^{\circ}48'23''$ West (Record 409.20 feet West) from the North Quarter Corner of said Section 31; and running thence North $0^{\circ}21'57''$ West 33.87 feet along said Westerly Boundary Line; thence South $89^{\circ}52'11''$ East 99.27 feet to the point of tangency of a 1,042.00 foot radius curve to the right at a point 42.00 feet perpendicularly distant Northerly from the Centerline of said 400 North Street of said project, opposite approximate Engineers Station 31 + 15.56; thence Easterly 258.35 feet along the arc of said curve, (chord bears South $82^{\circ}46'01''$ East 257.69 feet); thence South $89^{\circ}48'23''$ West 354.69 feet to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 8,963 square feet in area or 0.206 acres.

Two (2) parcels of land in fee, incident to the construction of a freeway known as Project No. MP-I15-6, being part of an entire tract of property, situate in the Northeast Quarter Northwest Quarter; Southwest Quarter Northeast Quarter and Northwest Quarter Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcels of land are described as follows:

Beginning at the intersection of the existing Southwesterly Highway Right-of-Way and no access Line of I-15 and the Northerly Boundary Line of said entire tract, which point is 710.12 feet South $0^{\circ}21'57''$ East (Record 709.50 feet South) along the Section Line and 97.71 feet West (Record 120.78 feet West) from the North Quarter Corner of said Section 31; and running thence South $49^{\circ}51'34''$ East 454.94 feet (Record South $49^{\circ}52'10''$ East) along said existing Highway Right-of-Way and no access Line to a point 125.23 feet perpendicularly distant Southwesterly from the Centerline of said project, opposite approximate Engineers Station 4191+67.32; thence North $51^{\circ}05'03''$ West 466.72 feet to the Northerly Boundary Line of said entire tract at a point 135.18 feet perpendicularly distant Southwesterly from the Center Line of said project, opposite approximate Engineers Station 4196+33.94; thence North $89^{\circ}38'03''$ East 15.36 feet along said Northerly Boundary Line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 2,269 square feet in area or 0.052 acre.

ALSO:

Beginning at the intersection of the existing Southwesterly Highway Right-of-Way and no access line of I-15 and the Southerly Boundary Line of said entire tract, which point is 244.20 feet North $89^{\circ}32'38''$ East (Record 257.40 East) along the Section Line and 1374.87 feet South $0^{\circ}21'57''$ East (Record 1320.00 South) and 438.05 feet North $89^{\circ}48'23''$ East (Record 450.12 feet East) from the North Quarter Corner of said Section 31; and running thence South $89^{\circ}48'23''$ West

81.26 feet along said Southerly Boundary Line to a point 115.00 feet perpendicularly distant Northwesterly from the Centerline of Proctor land of said project, opposite approximate Engineers Station 51+28.47; thence North $23^{\circ}58'51''$ East 54.76 feet to said Southwesterly Highway Right-of-Way and no access Line of I-15, at a point 125.23 feet perpendicularly distant Southwesterly from the Centerline of said project, opposite approximate Engineers Station 4186+73.63; thence South $49^{\circ}51'35''$ East (Record South $49^{\circ}52'10''$ East) 77.18 feet to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 2,030 square feet in area or 0.047 acre.

The combined area of the above less and excepted described land contains 4,299 square feet in area or 0.099 acres.

EXHIBIT C

(Legal Description of the Access Road)

An Access Easement of varied width located in the Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in the City of Lindon, Utah County, Utah:

A 40.00-foot-wide Access Easement, being 20.00 feet on each side of the following described centerline:

Beginning at a point on the North Line of 400 North Street as dedicated to 33.00-foot half-width, located 2242.30 feet North 89°30'54" East along the North Line of said Section 31; 1360.89 feet South 0°29'06" East to the Southeast Corner of Lot 1, doTERRA Lindon Subdivision, Plat A, recorded as Entry No. 134660:2019 and Map No. 16887 in the Official Records of the Utah County Recorder; and 35.72 feet South 89°57'46" West along the South Line of said Lot 1 and said North Line of 400 North Street from a Brass Cap Monument found marking the Northwest Corner of said Section 31; and running thence North 0°02'14" West 329.09 feet to a point hereinafter referred to as 'Point A'; thence North 0°02'14" West 291.95 feet to a point hereinafter referred to as 'Point B' and the termination of this easement centerline.

Also: A 30.00-foot-wide Access Easement, being 15.00 feet on each side of the following described centerline:

Beginning at previously described reference 'Point A' and running thence North 89°57'46" East 102.02 feet to the termination of this easement centerline.

Also: A 30.00-foot-wide Access Easement, being 15.00 feet on each side of the following described centerline:

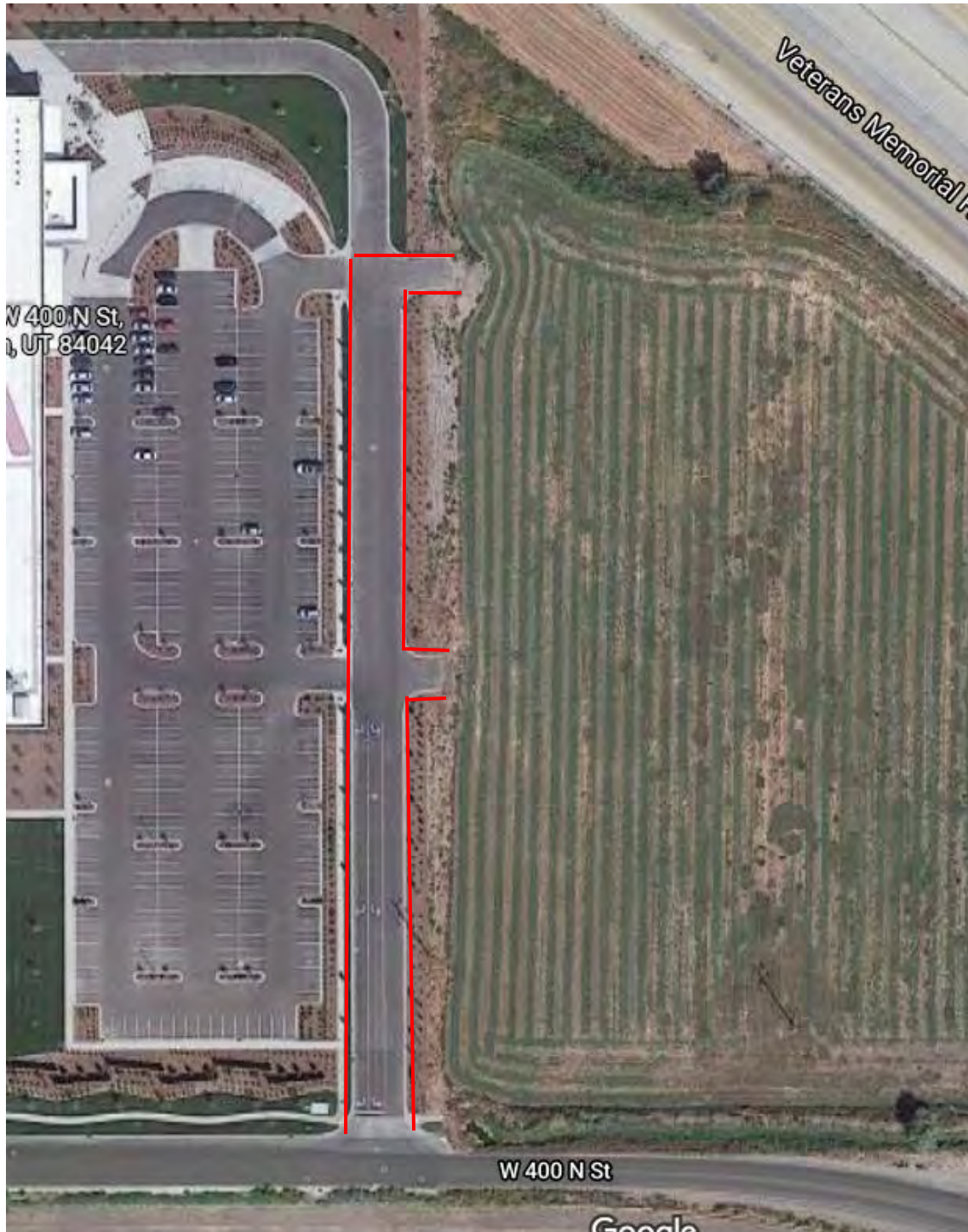
Beginning at previously described reference 'Point B' and running thence North 89°57'46" East 101.74 feet to the termination of this easement centerline.

Note: The sidelines of this easement should be extended or shortened to exactly match the Grantor's property lines.

EXHIBIT D

(Depiction of the Access Road)

The following depiction of the Access Road is outlined in red and is for illustrative purposes only and shall not be binding on the Owners.



WHEN RECORDED, MAIL TO:

Thyme Global LLC
Attn: Legal Department
389 South 1300 West
Pleasant Grove, Utah 84042

Parcel Numbers: _____, _____

UTILITY EASEMENT AND SHARING AGREEMENT

This UTILITY EASEMENT AND SHARING AGREEMENT (this “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”) by Thyme Global, LLC, a Wyoming limited liability company (“**Thyme Global**”).

A. Thyme Global is the current owner of that certain lot located in Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (“**Lot 2**”).

B. Thyme Global is also the current owner of that certain lot located in Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (“**Lot 3**” and together with Lot 2, collectively, the “**Lots**” and individually, each a “**Lot**”).

C. Thyme Global, in its capacity as the owner of Lot 2, is referred to herein as the “**Lot 2 Owner**,” and in its capacity as the owner of Lot 3, is referred to herein as the “**Lot 3 Owner**.” The Lot 2 Owner and the Lot 3 Owner, together with their successors and assigns, are each sometimes referred to herein individually as an “**Owner**” and collectively as the “**Owners**.”

D. Subject to the terms and condition set forth below, the Owners desire to share the Utilities (defined below), and to allocate the costs associated with such Utilities, as more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. **Sharing of Utilities Facilities.** The Owners acknowledge that a certain backup generator, stormwater drainage system, fire sprinkler system, and landscape irrigation system are constructed on the Lots and connected to certain improvements on the Lots through one or more connections for each such system, as more particularly described on Exhibit C attached hereto and incorporated herein by reference (the “**Utilities**”), and that the Owners intend that such Utilities service both Lots. Each Owner, as the owner of its respective Lot, hereby grants, conveys, transfers, and assigns, without warranty, to the other Owner, for the benefit of such other Owner’s Lot, a perpetual nonexclusive easement to maintain, connect to and use the Utilities for the benefit of such other Owner’s Lot. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 1. No Owner

may modify any shared connections to the Utilities without the prior written consent of the other affected Owners, which consent shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with any other Owner's use of the Utilities. Each Owner shall retain the responsibility of maintaining, repairing and replacing any Utilities situated on such Owner's Lot. If an Owner fails to maintain, repair or replace any of the Utilities on its Lot, the other Owner may perform, such maintenance, repair or replacement of the Utilities after providing the other Owner a ten (10) day written notice.

2. **Sharing of Expenses.** Each of the Owners shall pay its Pro Rata Share (defined below) of all expenses and costs associated with the Utilities incurred by the Owners, to the extent such expenses and costs are incurred in connection with components of the Utilities that are, in fact, shared by the two Lots (e.g., costs to repair a portion of the fire sprinkler system that serves only Lot 3 shall not be borne by the Lot 2 Owner). For purposes of clarity, damage to Utilities specifically caused by an Owner or their permittee, shall be repaired by such Owner at such Owner's cost. For purposes of this Agreement, (a) the Lot 2 Owner's Pro Rata Share is (i) 59.58% of such Utilities expenses and costs associated with the backup generator(s) and the fire sprinkler system, (ii) 52.17% of such Utilities expenses and costs associated with the stormwater drainage system, and (iii) 50.9% of such Utilities expenses and costs associated with the landscaping irrigation system, and (b) the Lot 3 Owner's Pro Rata Share is (i) 40.42% of such Utilities expenses and costs associated with the backup generator(s) and the fire sprinkler system, (ii) 47.83% of such Utilities expenses and costs associated with the stormwater drainage system, and (iii) 49.1% of such Utilities expenses and costs associated with the landscaping irrigation system (each an Owner's "**Pro Rata Share**"). Notwithstanding the foregoing, if the landscape irrigation system on the Lots is submetered between the two Lots, municipal charges for the use of water by such irrigation system shall be allocated between the Owners based on the proportion of water used by each Lot as reflected by such submeters rather than in accordance with the Owners' respective Pro Rata Shares for the landscape irrigation system as set forth above. The Pro Rata Share of any expense payable by one Owner to the other Owner shall be paid within thirty (30) days after receipt of a written request therefor, which request shall include supporting documentation of the applicable expense.

3. **Books and Records.** Each Owner shall maintain appropriate and accurate books of account and records relating to the costs incurred by such Owner with respect to the Utilities, and such books of account and records shall be accessible for inspection by representatives (including the auditors) of the other Owner during normal business hours.

4. **Duration.** The easements and each covenant and restriction set forth in this Agreement shall be perpetual.

5. **Covenants Run with Land.** Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Lot; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Lot shall be conclusively

deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such Lot.

6. **Third-Party Beneficiaries.** This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Agreement.

7. **Miscellaneous.**

(a) Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

(b) Subject to Section **Error! Reference source not found.**, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section **Error! Reference source not found.**, below, all of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(c) No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

(d) It is expressly agreed that no breach of or event of default under this Agreement shall: (i) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Lot. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

(e) The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(f) This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Lot or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's Lot subject to the easements and the terms and conditions of this Agreement. Any Owner transferring its interest in such Owner's Lot shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Lots to the general public or for the public, or for any public purpose.

(g) This Agreement, together with all exhibits hereto, contains the entire agreement of the Owners with respect to the subject matter hereof.

(h) Upon execution, this Agreement, and any amendment hereto, any Owner may cause the Agreement and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the Lots and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

(i) All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Lot or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable Lot.

(j) The Owners acknowledge their mutual intent and desire that the easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Lots.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Thyme Global has executed this Utility Easement and Sharing Agreement the day and year first above written.

THYME GLOBAL:

THYME GLOBAL, LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this ____ day of _____, 2021, personally appeared before me _____, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

Notary Public

My Commission Expires: _____

EXHIBIT A

(Legal Description of Lot 2)

Lot 2, doTERRA Lindon Subdivision, Plat B, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.

EXHIBIT B

(Legal Description of Lot 3)

Lot 3, doTERRA Lindon Subdivision, Plat B, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.

EXHIBIT C

(Utilities)

[To Be Inserted]

Item 6: Site Plan & Conditional Use Permit Amendment. Larry H. Miller Lexus – 544 S. Lindon Park Drive

Date: September 14, 2021
Applicant: Larry H. Miller
Auto Group
Presenting Staff: Michael
Florence

General Plan: Commercial
Current Zone: Planned
Commercial 1 (PC-1)

Property Owner: Miller
Family Real Estate
Parcel ID: 46:786:0003
Type of Decision:
Administrative
Council Action Required:
No



SUMMARY OF KEY ISSUES

1. The applicant is seeking an amendment to their site plan and conditional use permit that was granted by the planning commission on April 14, 2020

OVERVIEW

1. Lot size: 4.4 acres.
2. The proposal is to add an automatic car wash and detail bays to the vehicle dealership site
3. This site received original site plan approval from the City in 2003 and is currently undergoing a large remodel and facelift of the existing building and façade.
4. The car wash will not be open to the public and will only service vehicles by Larry H. Miller Lexus.
5. Car washes are not permitted in the PC-1 zone however vehicle service centers are allowed as a conditional use for new vehicle dealerships.
6. Staff feels that since is proposed car wash and detail bays are associated with the dealership and will service vehicles that are for sale or purchased from the dealership that is can be considered a service center use of the dealership. The City recently approved a similar proposal at the adjacent Murdoch Hyundai site.
7. Staff has included as a condition of approval, that the car wash will need to be continually associated as a service center to the dealership and not open for general public use. Nor can the car wash be sold to be a stand-alone business.

MOTION

I move to (*approve, deny, continue*) the applicant's request for amended site plan approval with the following conditions:

1. The developer will continue to work with the City Engineer to make final technical changes to the engineering documents;
2. The primary use of the property will remain as a vehicle sales lot and the car wash as an accessory service center use;
3. The car wash will be used for dealership vehicle detailing only. The car wash will be associated as a service center to the dealership and not open for general public use. The car wash will not be separately sold or used as a stand-alone business;
4. The applicant will meet the building design and materials requirement of 17.48.100;
5. All items of the staff report

Surrounding Zoning and Land Use

North: Planned Commercial 1 (PC-1) – Murdock Dealership

South: Planned Commercial 1 (PC-1) – Discount Tire

East: Planned Commercial 1 (PC-1) – Home Depot

West: Planned Commercial 2 (PC-2) – Murdock Dealership

Development Standards

Building Design

The PC-1 zone requires the following for exterior materials:

Building exterior materials shall be eighty-five percent (85%) brick, decorative stone, fluted block, colored textured block, concrete tilt-up that meets the specific architectural theme for the development, glass and wood. Sheet metal and corrugated metal shall be prohibited, except for trim, soffits, fascia, mansards and similar architectural features. Other materials may be used if approved by the planning commission.

The proposed car wash is proposed to be a split faced masonry block building with a decorative banding.

Landscaping Standards

No landscape percentage will be lost with the addition of the car wash. The applicants are proposing to add some additional landscape around the car wash.

*final review will be completed with the building permit submittal

Engineering Requirements

The City Engineer is working through technical issues related to the civil engineering plans and will ensure all engineering related issues are resolved before final approval is granted.

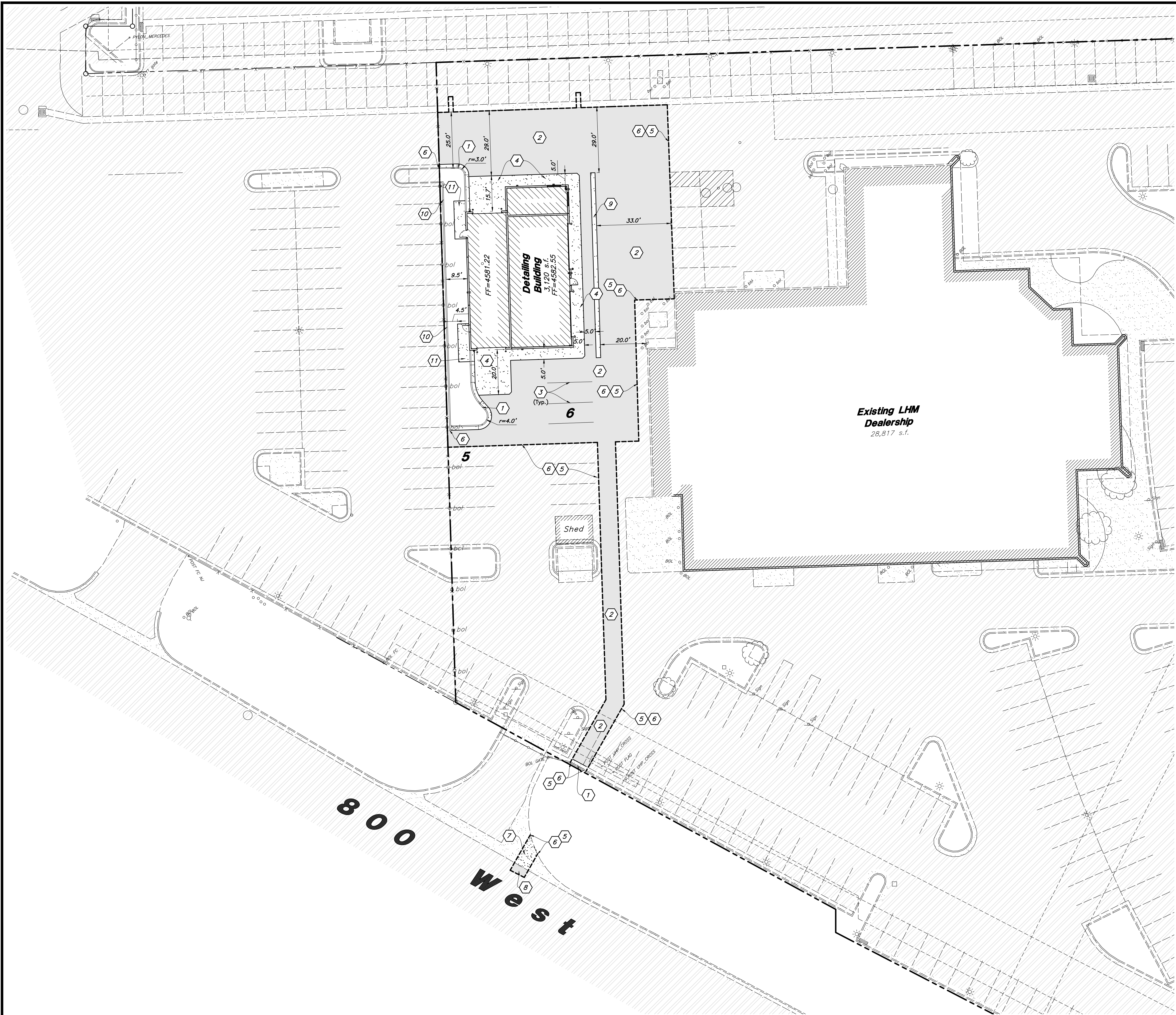
Staff Analysis

Staff believes the car wash building is architecturally compatible with the area and existing building. Both the PC-1 zone and the adjacent Research and Business zones require higher architectural standards. The main focus of the lot will still be the vehicle display area. With the architectural and site design standards, a car wash can be a great amenity to the business and continue to draw business to Lindon and the dealership.

EXHIBITS

1. Aerial Photo
2. Site plan
3. Car wash elevations
4. Dealership renderings for reference only





Scale: 1" = 20'



Site Construction Notes

- 1 Const. 24" Curb & Gutter (C4.1)
- 2 Const. Asphalt Paving (C4.1)
- 3 Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness
- 4 Const. Conc. Paving (C4.1)
- 5 Sawcut; Provide Smooth Clean Edge
- 6 Conn. & Match Existing Improvements
- 7 Repair Conc. Drive Approach Per Lindon City Stds.
- 8 Patch Asphalt Per Lindon City Stds.
- 9 Const. 2' Conc. Waterway (C4.1)
- 10 Const. 6" Curb Wall (C4.1)
- 11 Const. Conc. Sidewalk (C4.1)

General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

Designed by: NN
Drafted by: NE
Client Name:
Miller Family Real Estate

21-096sp

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWaengineering.net

Site Plan

LHM Lindon Detailing Building

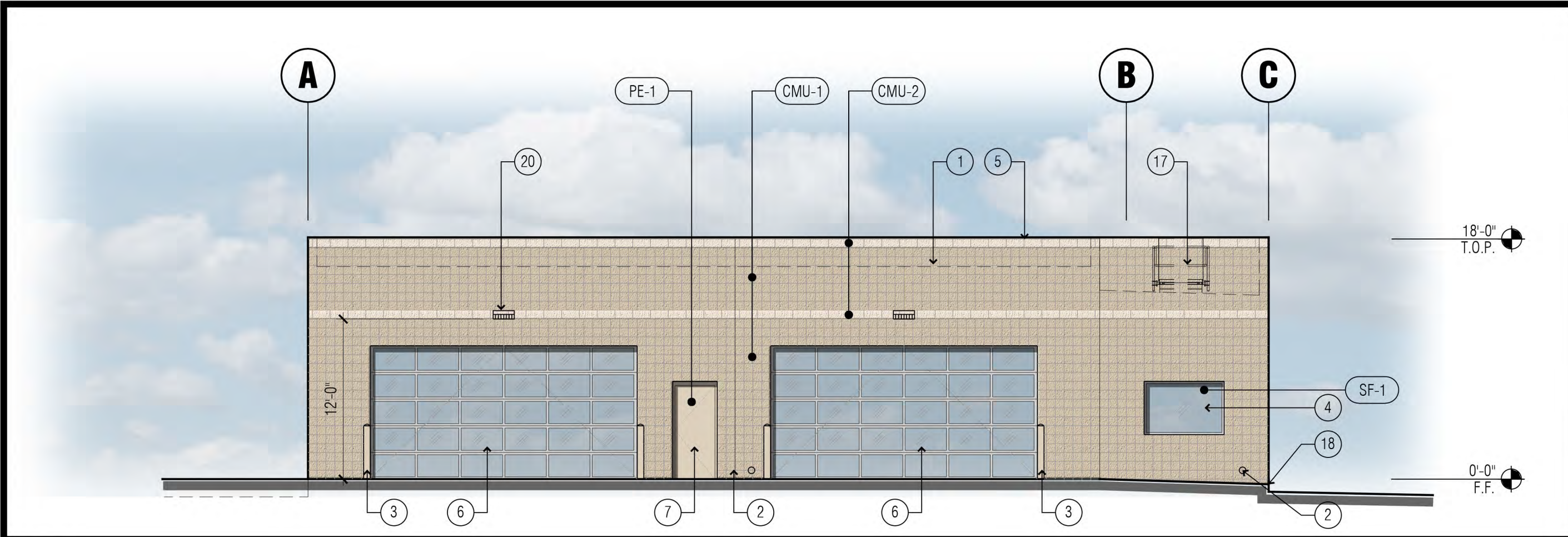
554 South Lindon Park Drive
Lindon, UT



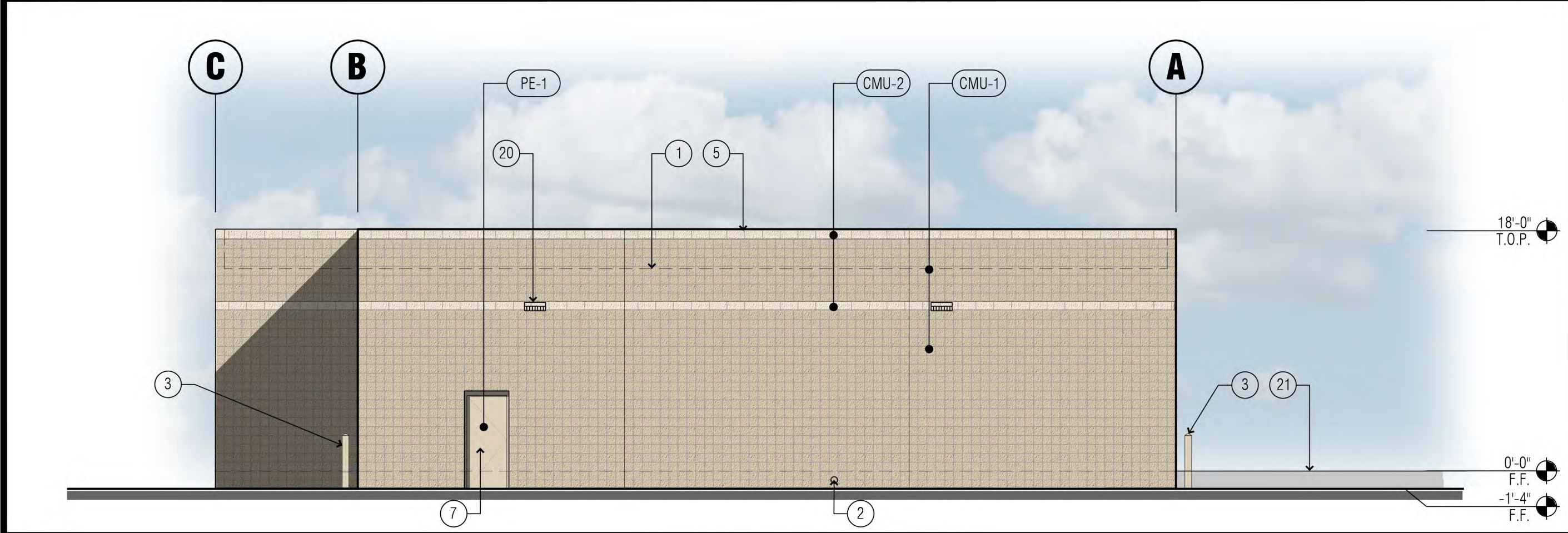
30 Aug, 2021

SHEET NO.

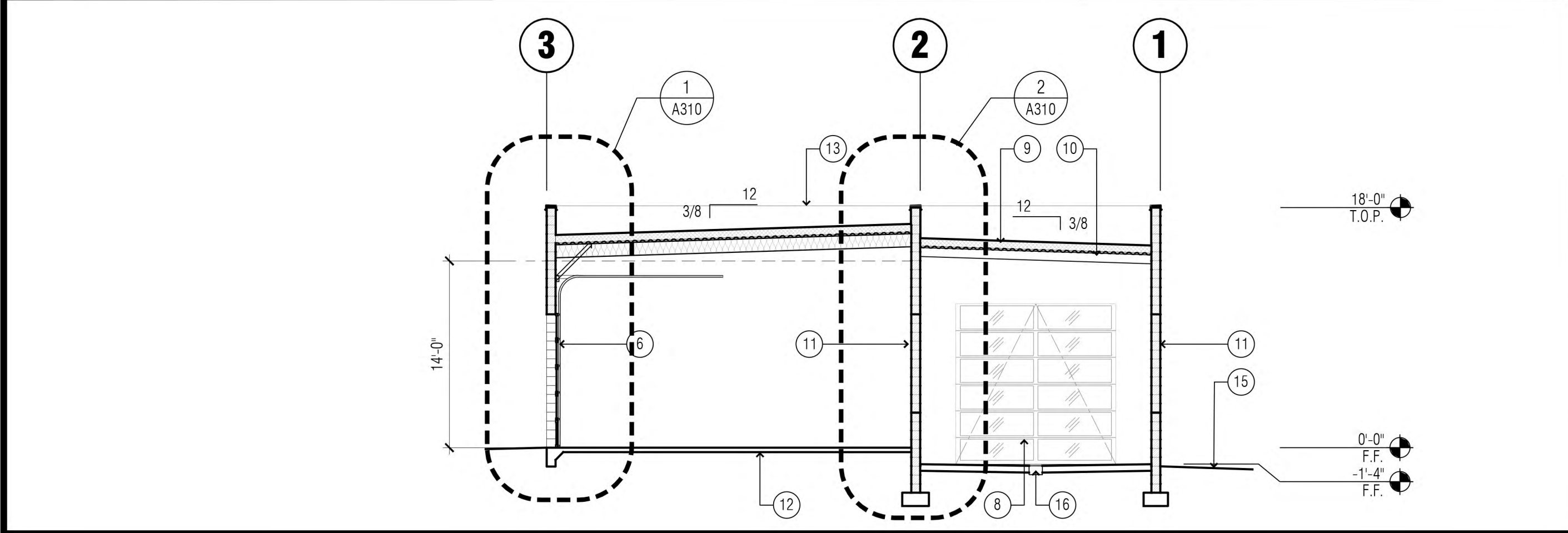
C1.1



1 EAST ELEVATION



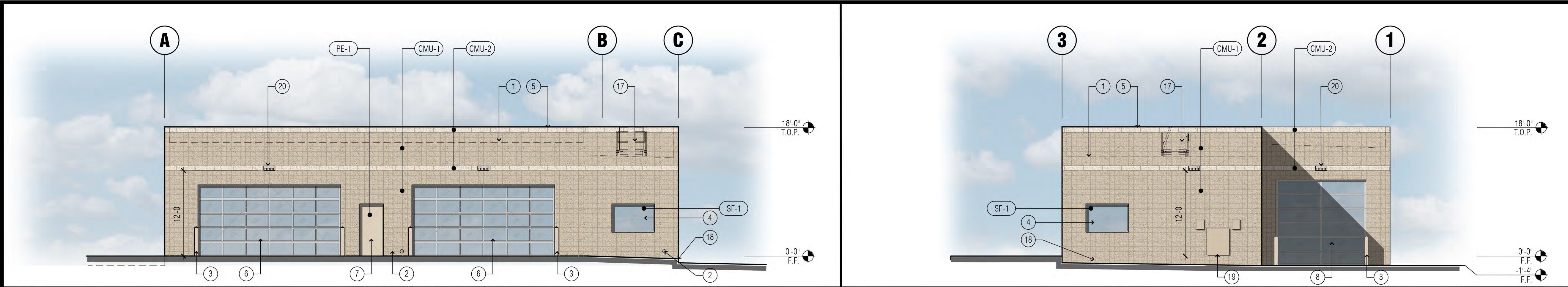
3 WEST ELEVATION



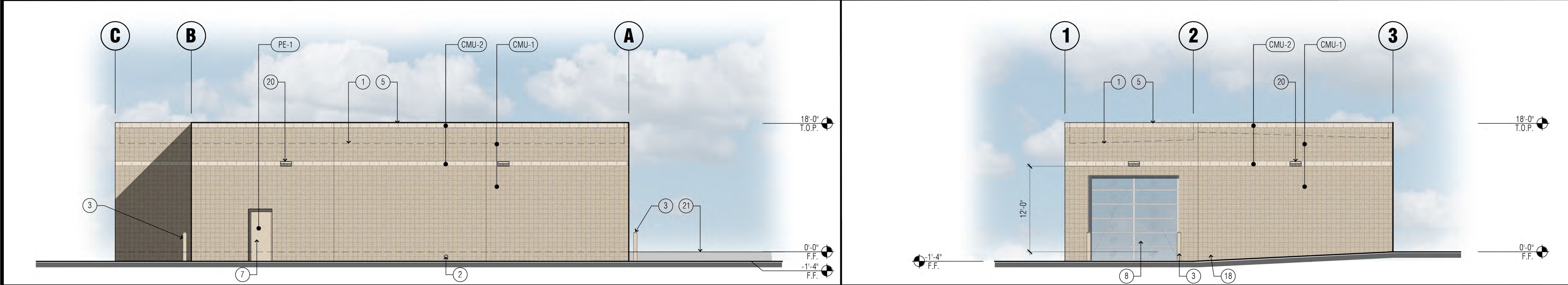
5 BUILDING SECTION A-A



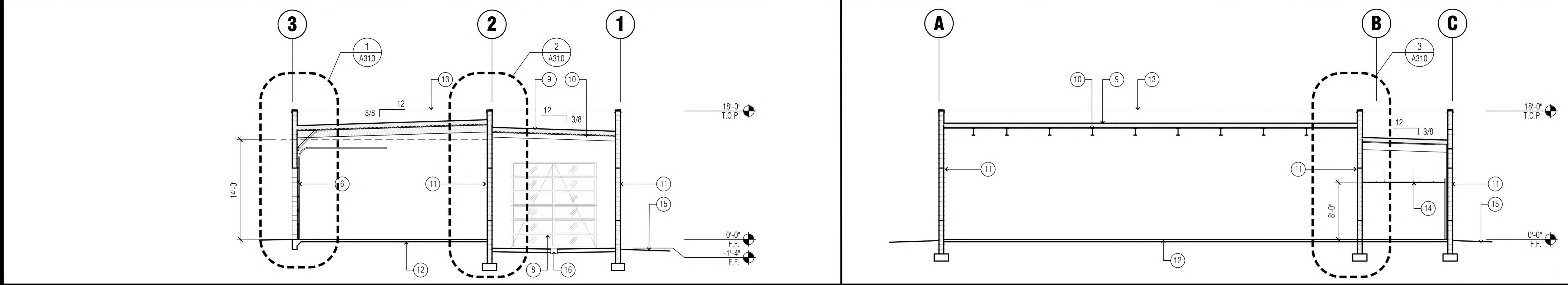
6 BUILDING SECTION B-B



2 NORTH ELEVATION



4 SOUTH ELEVATION



6 BUILDING SECTION B-B

GENERAL NOTES

- ALL SIGNAGE SHALL BE BY SEPARATE SUBMITTAL, REVIEW, APPROVAL AND PERMIT.
- WATERPROOF MEMBRANE TO BE FURNISHED AND INSTALLED BY ACM FABRICATOR AND MEET AIR AND WATER INFILTRATION SPECIFICATIONS.
- ALL ROOF MOUNTED MECHANICAL AND OTHER EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET OR SCREEN WALLS.
- ALL "ROUND" PARAPET PROFILE ELEMENTS ARE TO BE REMOVED OR FRAMED OVER.

KEYNOTES

- LINE OF ROOF BEYOND
- ROOF OVERFLOW DRAIN - SEE DETAIL 1/A520
- BOLLARDS - PAINT TO MATCH MAIN BUILDING
- ALUMINUM STOREFRONT
- PRE-FINISHED METAL COPING - MATCH ADJACENT WALL
- SECTIONAL OVERHEAD DOOR
- HOLLOW METAL PAINTED EXTERIOR DOOR
- ALASKA POLYCARBONATE OVERHEAD DOOR
- CLASS A ROOF SYSTEM OVER METAL DECK PER DETAIL 6/A520
- STEEL ROOF FRAMING - SEE STRUCT
- CMU WALL
- CONCRETE SLAB OVER COMPACTED FILL - SEE STRUCT
- PARAPET WALL BEYOND
- SUSPENDED CEILING - SEE RCP
- HARDSCAPE PAVING - SEE SITE PLAN
- TRENCH DRAIN - SEE PLUMB
- ROOF HATCH - SEE DETAIL 12,13/A520
- EXPOSED STEM WALL - SEE STRUCT AND CIVIL
- ELECTRICAL XFMR AND PANELS - SEE ELECTRICAL
- WALL PACK LIGHT FIXTURE - SEE ELECTRICAL
- FLOOR BEYOND

FINISH LEGEND

SYM.	MATERIAL DESCRIPTION
CMU-1	MATERIAL: SPLIT-FACE SCORED CMU COLOR: LEHI #1 IVORY NOTES: MATCH MATERIAL ON SHOP BUILDING SEALER: OKON W-2
CMU-2	MATERIAL: SMOOTH FACE CMU COLOR: LEHI #2 TRINITY WHITE NOTES: MATCH MATERIAL ON SHOP BUILDING SEALER: OKON W-2
SF-1	MATERIAL: ALUMINUM STOREFRONT WINDOW MANUF: KAWNEER OR EQUAL SYSTEM: TRIFAB 451T - THERMAL BREAK SIZE: 2 1/2" X 4 1/2" FINISH: CLEAR ANODIZED ALUM NOTE: GLASS 1" INSULATED - SOLARBAN 70
PE-1	MATERIAL: EXTERIOR PAINT MANUF: BENJAMIN MOORE SYSTEM: ULTRA SPEC EXTERIOR SATIN COLOR: MATCH ADJACENT BLOCK NOTE:

PROJECT NO.: 1814

ISSUE DATE: 8/20/21

EXTERIOR ELEVATIONS

A200

JOHN MAHONEY ARCHITECT

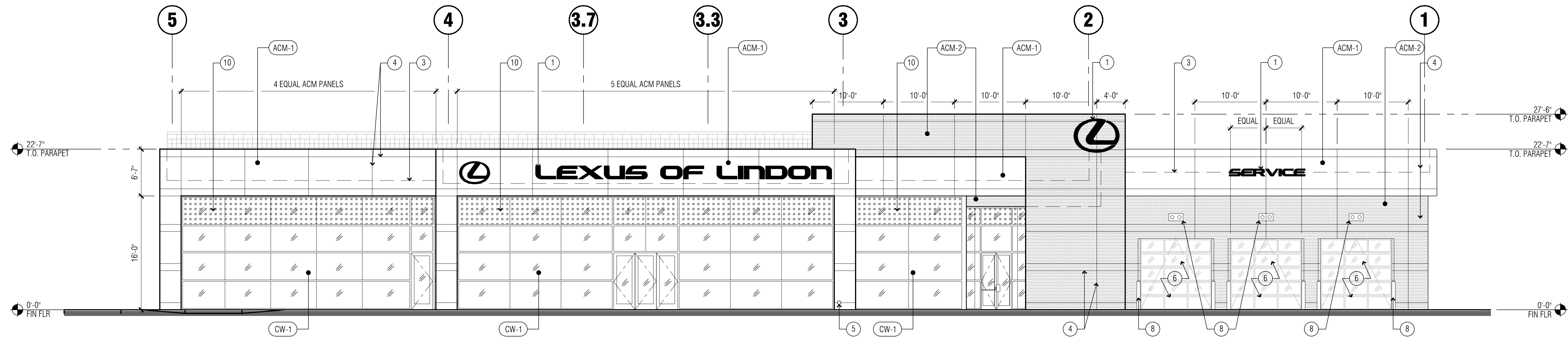
850 W. ELLIOT ROAD #108
TEMPE, ARIZONA 85284
P 480.345.8457 F 480.345.1759

STATE OF ARIZONA
REGISTERED ARCHITECT
JOHN MAHONEY
M.A. 123456789
P.E. 123456789
NOT FOR CONSTRUCTION

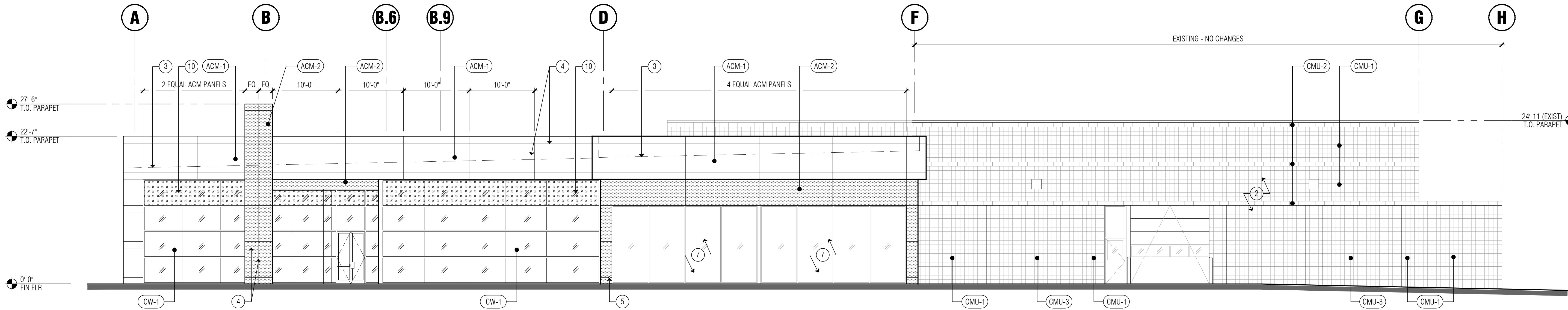
LARRY H. MILLER LEXUS CARWASH

544 S. LINDON PARK DRIVE
LINDON, UTAH

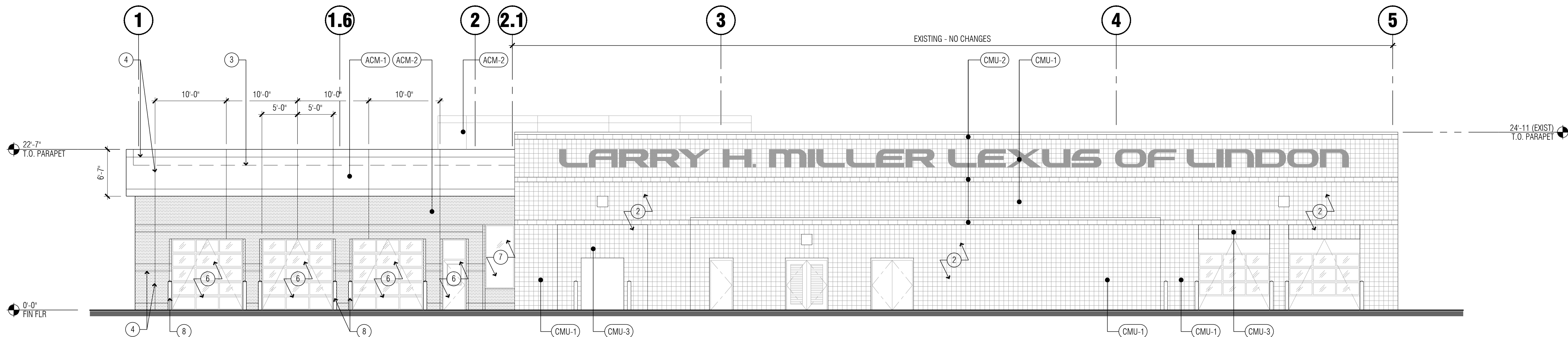
Larry H. Miller
LEXUS LINDON



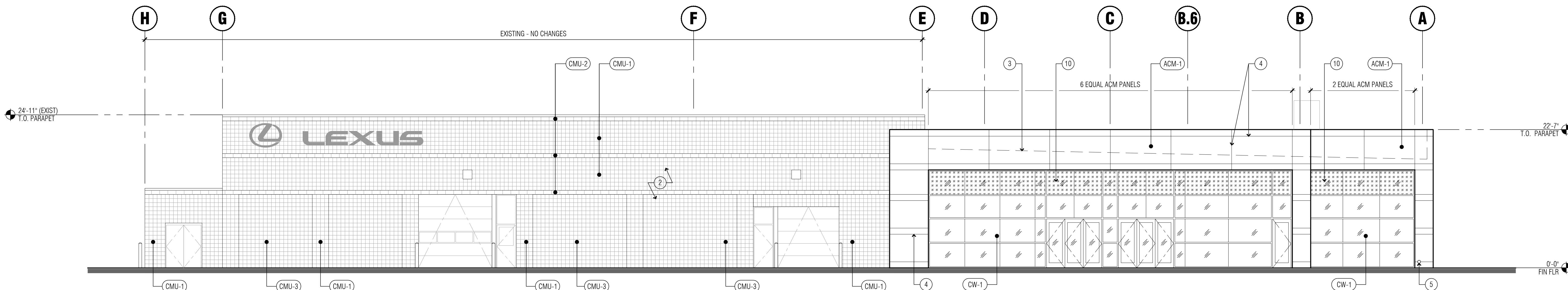
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

GENERAL NOTES

1. ALL SIGNAGE SHALL BE BY SEPARATE SUBMITTAL. REVIEW, APPROVAL AND PERMIT.
2. WATERPROOF MEMBRANE TO BE FURNISHED AND INSTALLED BY METAL PANEL FABRICATOR AND MEET AIR AND WATER INFILTRATION SPECIFICATIONS.

KEYNOTES

- 1 SIGNAGE UNDER SEPARATE SUBMITTAL & PERMIT
- 2 EXISTING CONSTRUCTION TO REMAIN - NO CHANGES
- 3 EXISTING LINE OF ROOF BEYOND
- 4 ACM JOINT SEE 16 & 17/AS20
- 5 EXISTING ROOF OVERFLOW DRAIN REROUTED TO NEW NOZZLE
- 6 EXISTING DOOR TO REMAIN
- 7 EXISTING STOREFRONT WINDOW TO REMAIN
- 8 EXISTING DIRECTIONAL LIGHTS TO BE REMOVED AND REINSTALLED
- 9 EXISTING BOLLARDS TO REMAIN - REPAINT WHITE
- 10 SPANDREL GLAZING

FINISH LEGEND

SYM.	MATERIAL DESCRIPTION
ACM-1	MATERIAL: ALUM COMPOSITE METAL PANEL MANUF: ALPOLIC SYSTEM: 4 MM DRY JOINT COLOR: MICA MNC ANODIC CLEAR
ACM-2	MATERIAL: ALUM COMPOSITE METAL PANEL MANUF: ALPOLIC SYSTEM: 4 MM DRY JOINT COLOR: MICA M2G GREY ANODIC CLEAR
CW-1	MATERIAL: CURTAIN WALL SYSTEM MANUF: KAWNEER OR EQUAL SYSTEM: 1600 SYSTEM 2 - SILICONE GLAZED VERTICAL JOINTS - ALUM PRESSURE PLATE FRAME: 2 1/2" X 7 3/4" FINISH: CLEAR ANODIZED FINISH GLAZING: CLEAR, LOW-E INSULATED GLAZING
CMU-1	MATERIAL: SPLIT-FACE SCORED CMU COLOR: LEHI #1 IVORY NOTES: EXISTING - NO CHANGES
CMU-2	MATERIAL: SMOOTH FACE CMU COLOR: LEHI #2 TRINITY WHITE NOTES: EXISTING - NO CHANGES
CMU-3	MATERIAL: SPLIT-FACE SCORED FACE CMU COLOR: LEHI #30 NATURAL GREY NOTES: EXISTING - NO CHANGES

JOHN MAHONEY ARCHITECT
850 W. ELLIOT ROAD #108
TEMPE, ARIZONA 85284
P 480.345.8457 F 480.345.1759

John Mahoney
JOHN HARTLEY MAHONEY
No. 8713997-036
2/10/20

LARRY H. MILLER LEXUS
544 S. LINDON PARK DRIVE
LINDON, UTAH

Larry H. Miller
LEXUS LINDON

PROJECT NO.: 1814
ISSUE DATE: 2/10/20

EXTERIOR ELEVATIONS

A200

Item 7: Lindon's Edge Office Condominiums Plat "A" 140 S. Main

Date: September 14, 2021

Applicant: Lindon's Edge, LLC
Presenting Staff: Michael
Florence

General Plan: Commercial
Current Zone: Commercial
General

Property Owners: Lindon's
Edge, LLC

Parcel ID's: 45:759:0002

Council Action Required: Yes



SUMMARY OF KEY ISSUES

1. The planning commission previously approved this project for site plan on February 12, 2019 and minor subdivision approval on July 14, 2020
2. The overall office development consists of fourteen office buildings. Each building is divided into three units. Buildings A and B are nearing completion.
3. The developer is now requesting major subdivision approval to convert the two nearly complete office buildings and two yet to be completed buildings to commercial condominium units. It is expected that the planning commission and city council will approve future commercial condominiums for the remainder of the buildings at a future date.
4. Condominium developments follow Utah Code Title 57 Chapter 8 for dividing property as well as Lindon City major subdivision requirements and processes;

MOTION

I move to recommend (approval, denial, or continuance) of the applicant's request for preliminary approval of the Lindon's Edge Office Condominium Plat "A" with the following conditions:

1. The applicant will continue to work with city staff to make all final corrections to the plat for recording;
2. Prior to plat recording the applicant will provide staff with a final plat mylar to include notarized signatures of owner's consent to dedication as identified on the attached subdivision plat;
3. Prior to recording the applicant will provide staff with a final set of CC&R's and bylaws to include notarized signatures;
4. The plat will meet the applicable requirements as found in the Lindon City Development Manual;
5. Final Covenants, Conditions and Restrictions will be recorded with the subdivision plat;
6. All items of the staff report.

Surrounding Zoning and Land Use

North: Commercial General – storage units

South: Residential R1-20 and Residential Business Overlay – Single Family

East: Commercial General – commercial businesses

West: Residential R1-20 – Single-family residential

Lot Requirements – Light Industrial Zone

Required	Compliant
Minimum lot size: one acre	Yes
Parking	Parking was reviewed with site plan and minor subdivision approval. 315 stalls are provided.

Subdivision Requirements

Required	Compliant
For condominiums, three dimensional drawings of unit areas and property surface description	Yes
Conditions, Covenants and Restrictions and bylaws for the condominium subdivision	Reviewed by the applicant's attorney

Engineering Requirements

City staff are working through technical issues related to the plat and will ensure all engineering related issues are resolved before final approval is granted.

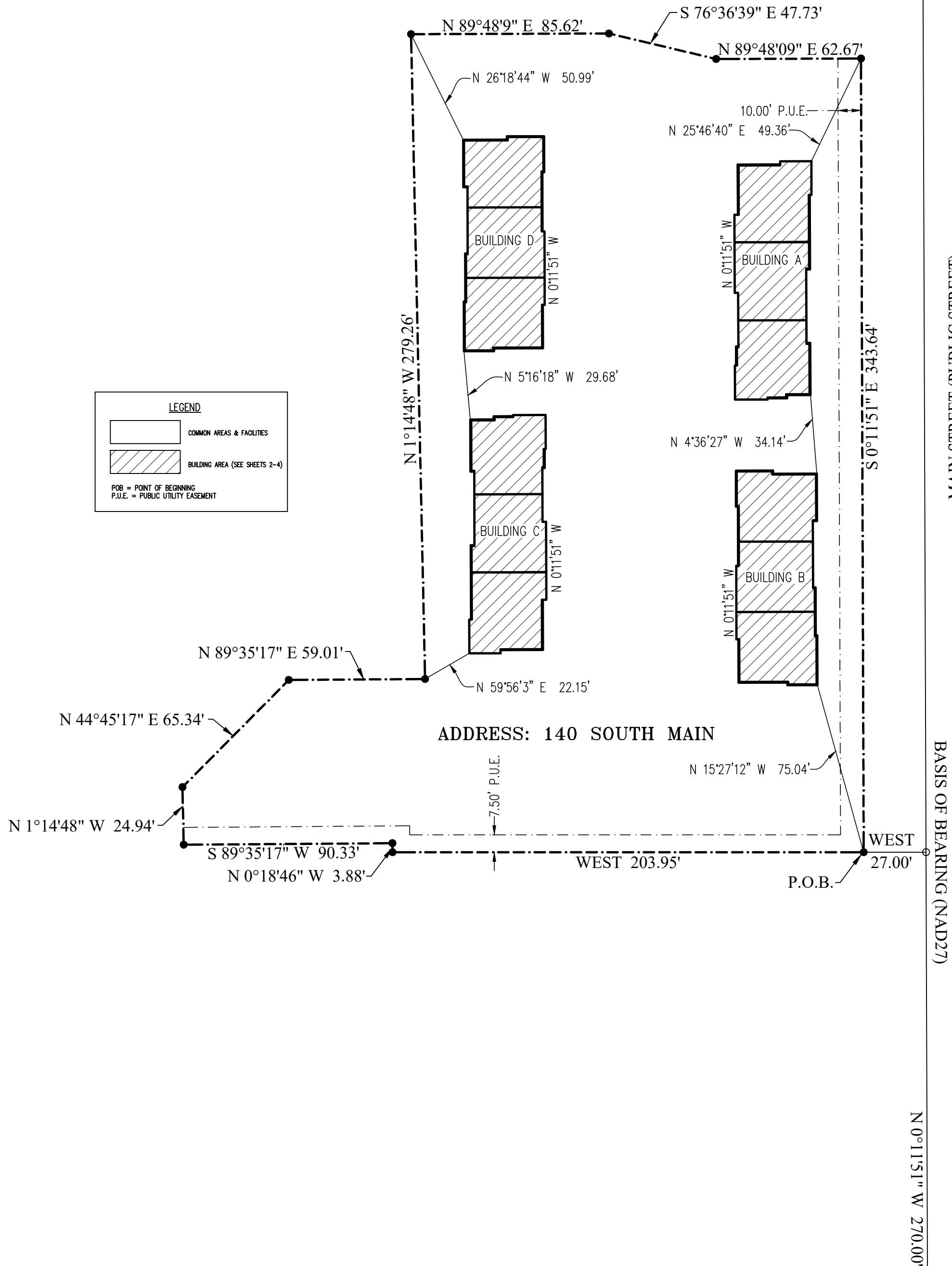
EXHIBITS

1. Condominium plat
2. Site plan
3. Attorney letter

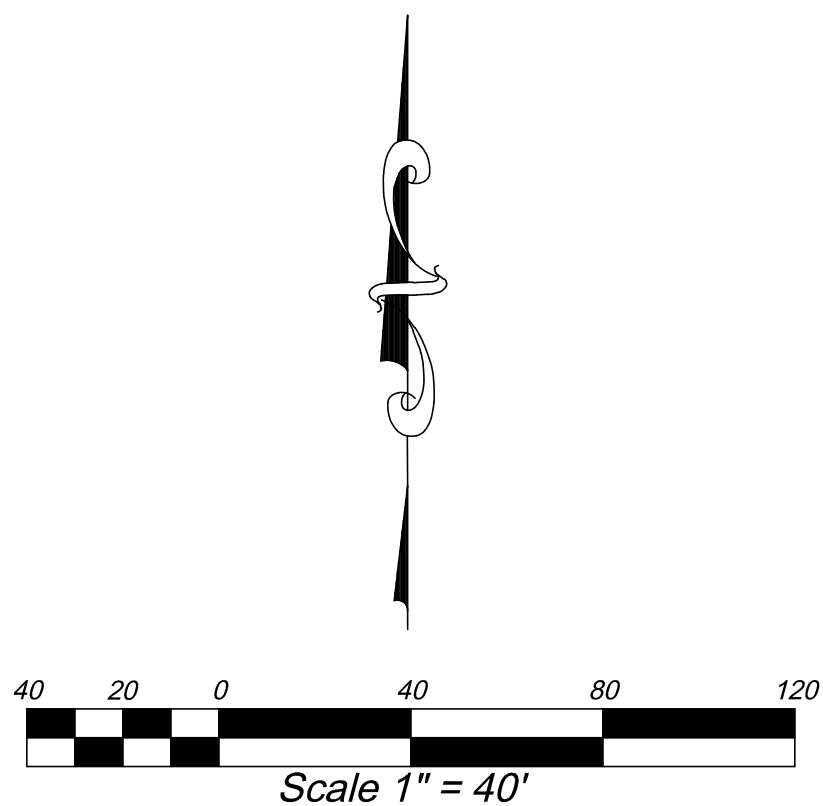
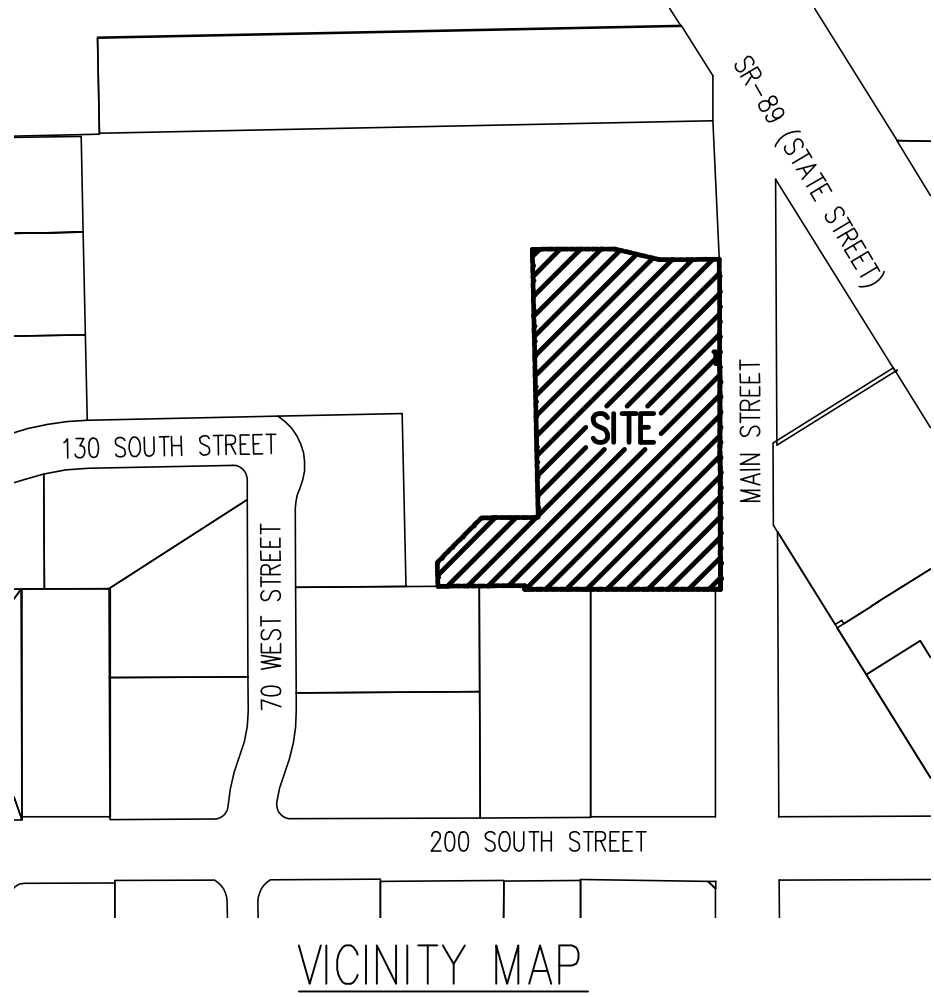
LINDON'S EDGE OFFICE CONDOMINIUMS PLAT "A"

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2
EAST, SALT LAKE BASE & MERIDIAN.
CITY OF LINDON, COUNTY OF UTAH,
STATE OF UTAH

E 1/4 SEC 33
T5S, R2E, SLB&M

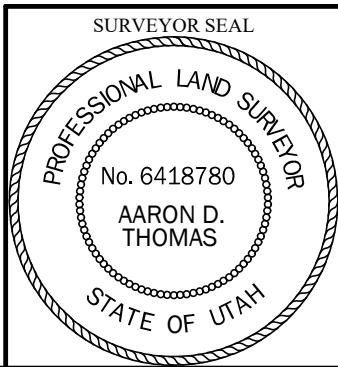


SE COR SEC 33
T5S, R2E, SLB&M
ELEV = 4735.85



SHEET 1 OF 4

LAND SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308



NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

CITY RECORDER SEAL

COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNERS OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, AND A CONDOMINIUM PLAT FOR LINDON'S EDGE OFFICE CONDOMINIUMS, PLAT "A", THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH SAID CONDOMINIUM PROJECT HAS BEEN CONSTRUCTED. THAT SAID CONDOMINIUM PLAT COMPRISES FOUR (4) PAGES, IS ACCURATE, AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located North 0°11'51" West along section line 270.00 feet and West 27.00 feet from the Southeast Corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian;

thence along the northerly boundary of Lindon Treasury Plat "B" and extension thereof the following three courses and distances: 1) West 203.95 feet, 2) North 0°18'46" West 3.88 feet, and 3) South 89°35'17" West 90.33 feet; thence North 01°14'48" West 24.94 feet; thence North 44°45'17" East 65.34 feet; thence North 89°35'17" East 59.01 feet; thence North 01°14'48" West 279.26 feet; thence North 89°48'09" East 85.62 feet; thence South 76°36'39" East 47.73 feet; thence North 89°48'09" East 62.67 feet; thence South 00°11'51" East 343.64 feet to the point of beginning.

Area = 1.6854 acres (73,415 s.f.)

AARON D. THOMAS (See Seal Below) DATE

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE TRACT OF LAND DESCRIBED HEREON AS LINDON'S EDGE OFFICE CONDOMINIUMS PLAT "A", A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAS CAUSED A SURVEY TO BE MADE AND THIS CONDOMINIUM PLAT CONSISTING OF FOUR (4) SHEETS TO BE PREPARED. SAID OWNER(S) HEREBY CONSENTS TO THE RECORDATION OF THIS CONDOMINIUM PLAT AND SUBMITS THIS PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT, AND DOES HEREBY DESIGNATE ALL COMMON AREA FOR THE USE OF THE CONDOMINIUM OWNERS OF ALL COMMON UNITS WITHIN THIS UTAH CONDOMINIUM PROJECT, FOR INGRESS AND EGRESS.

THE SAME TRACT OF LAND HAS BEEN SUBDIVIDED INTO CONDOMINIUM UNITS, COMMON AREA, AND EASEMENTS, AND THE OWNER(S) HEREBY DEDICATES THOSE AREAS LABELED AS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF, THE OWNER(S) HAS SIGNED THIS DAY OF 20

BY:

BY:

BY:

BY:

ACKNOWLEDGMENT

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

ON THE DAY OF , A.D. 20, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING CERTIFICATE AND DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

Commission Number Signed (A Notary Public Commissioned in Utah)

Commission Expires Print Name of Notary

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LINDON CITY, COUNTY OF UTAH, STATE OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS LINDON'S EDGE OFFICE CONDOMINIUMS PLAT "A", A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT, THIS DAY OF 20.

MAYOR CITY ATTORNEY

PLANNING COMMISSION CHAIR PLANNING DIRECTOR

CITY ENGINEER (See Seal Below) CITY RECORDER (See Seal Below)

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 OF LINDON.

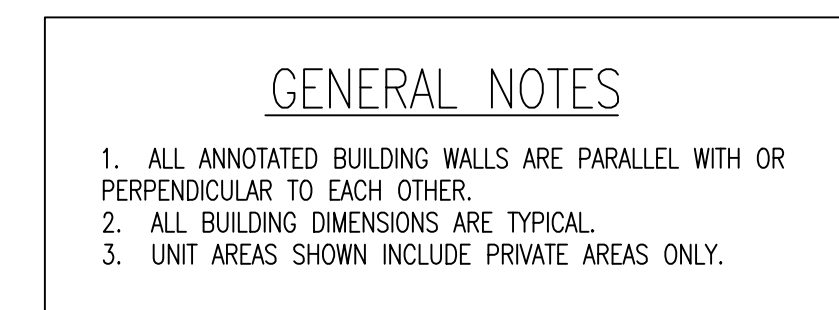
CONDITIONS OF APPROVAL

PLAT "A"
LINDON'S EDGE
OFFICE CONDOMINIUMS

INCLUDING A VACATION OF LOT 2 OF LINDON'S EDGE PLAT "A"

LINDON CITY UTAH COUNTY, UTAH

SCALE: 1" = 40' FEET

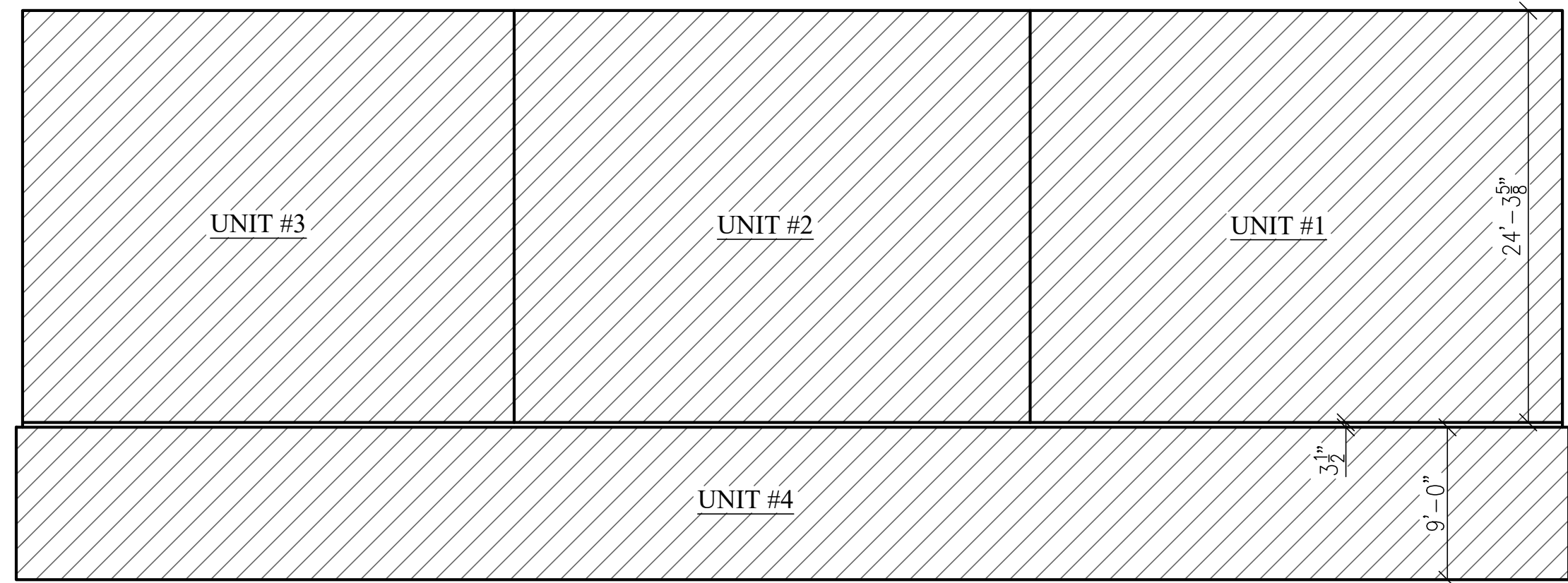


SHEET 2 OF 4

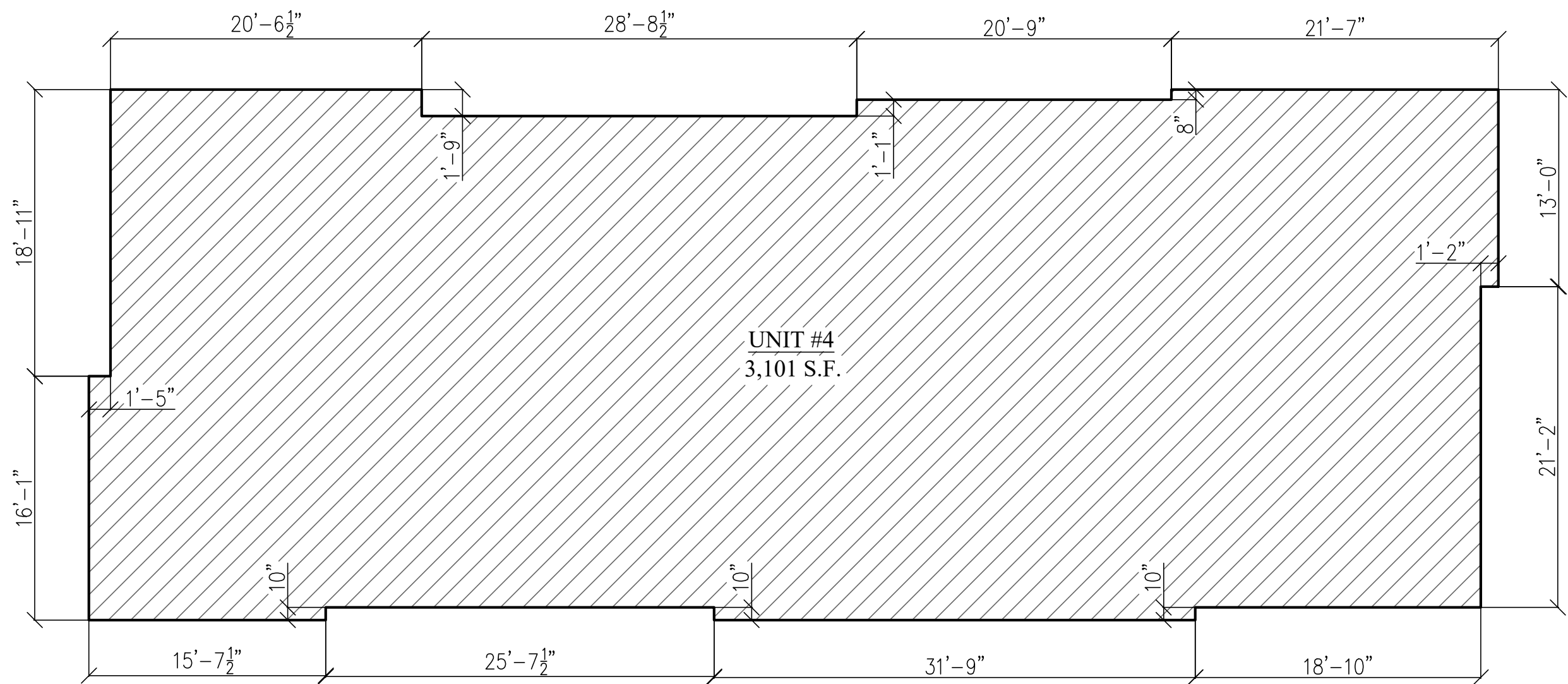
PLAT "A"

LINDON'S EDGE

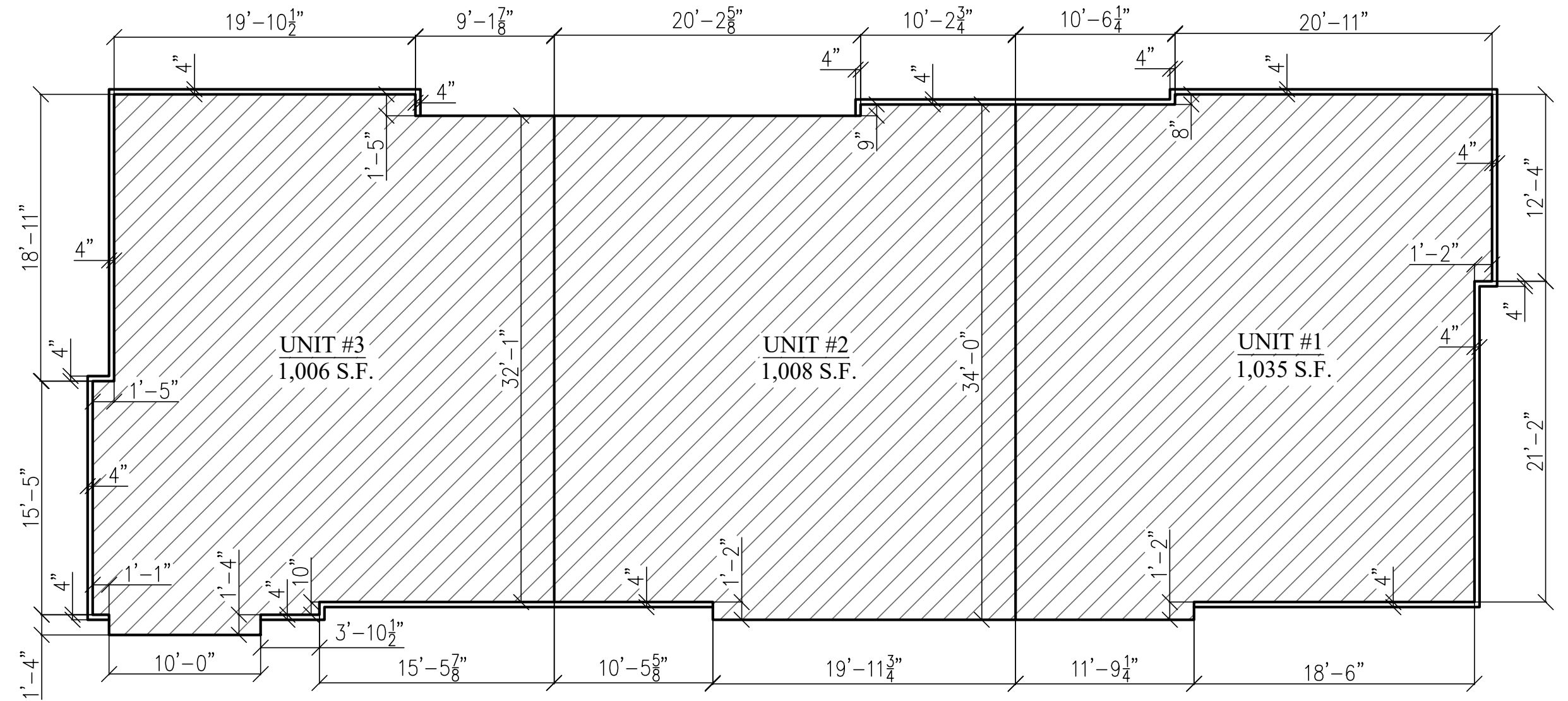
LONDON CITY, _____ UTAH COUNTY, UTAH
SCALE: 1" = 8 FEET



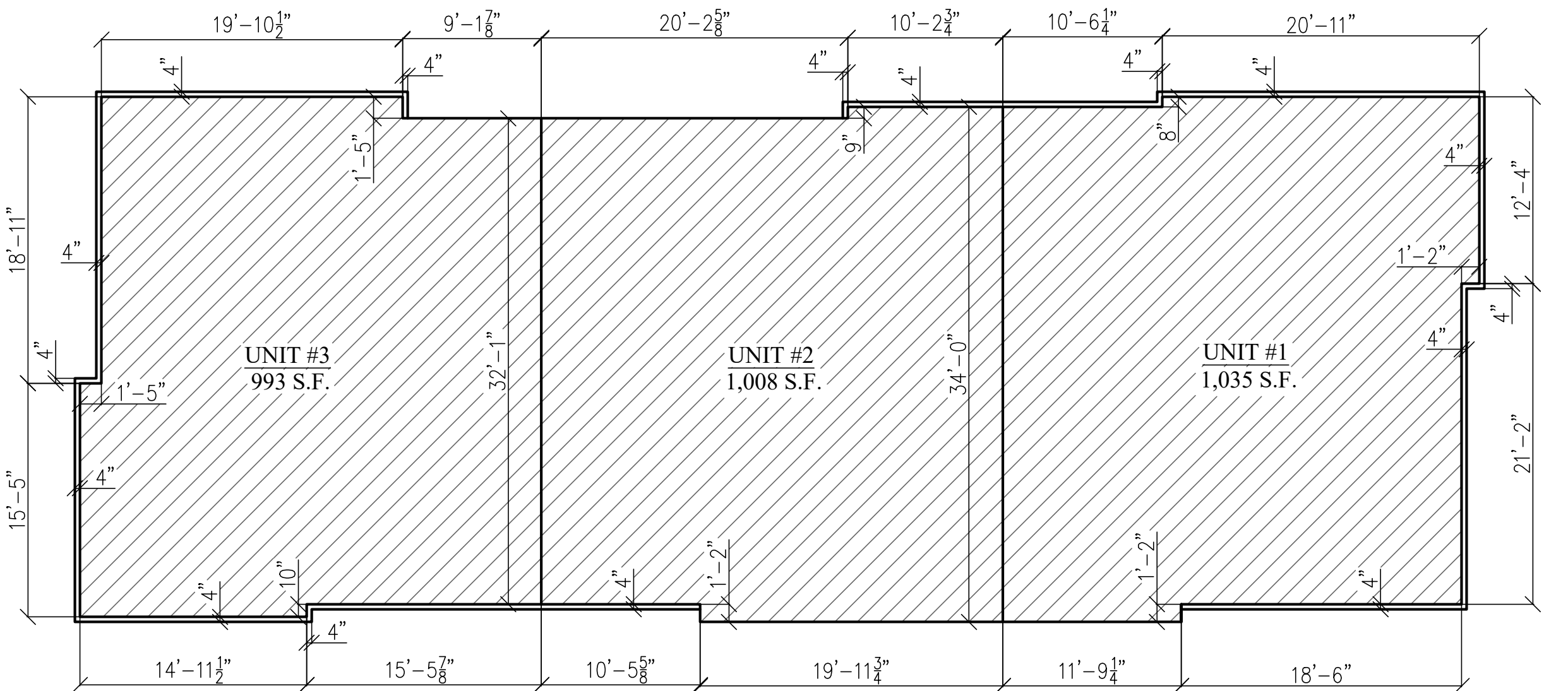
CROSS SECTION



BASEMENT DIMENSIONED PLAN



UPPER FLOOR DIMENSIONED PLAN



MAIN FLOOR DIMENSIONED PLAN

BUILDING B

LEGEND

COMMON AREAS & FACILITIES

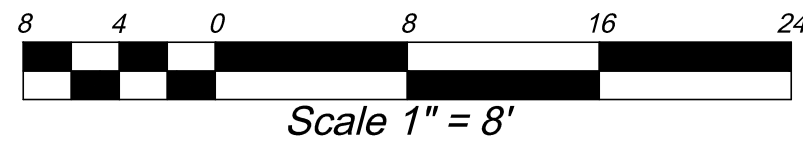
PRIVATE AREA

GENERAL NOTES

1. ALL ANNOTATED BUILDING WALLS ARE PARALLEL WITH OR PERPENDICULAR TO EACH OTHER.

2. ALL BUILDING DIMENSIONS ARE TYPICAL.

3. UNIT AREAS SHOWN INCLUDE PRIVATE AREAS ONLY.



SHEET 3 OF 4

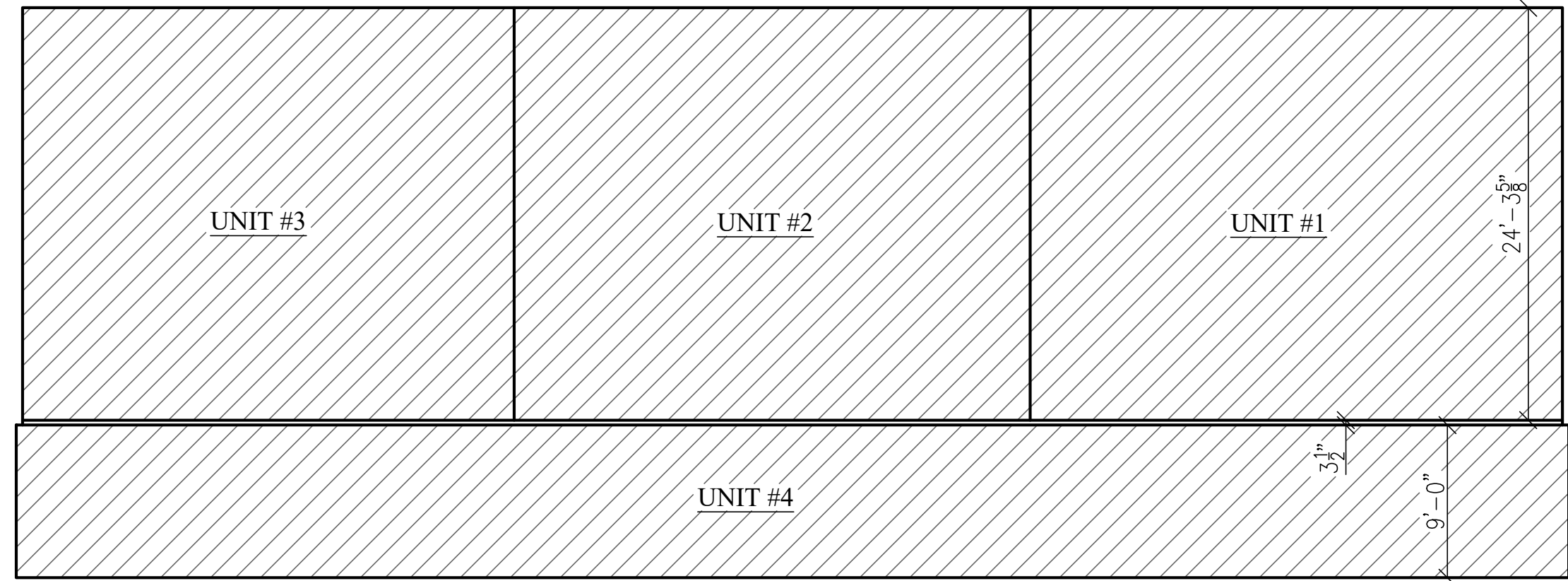
PLAT "A"

LINDON'S EDGE

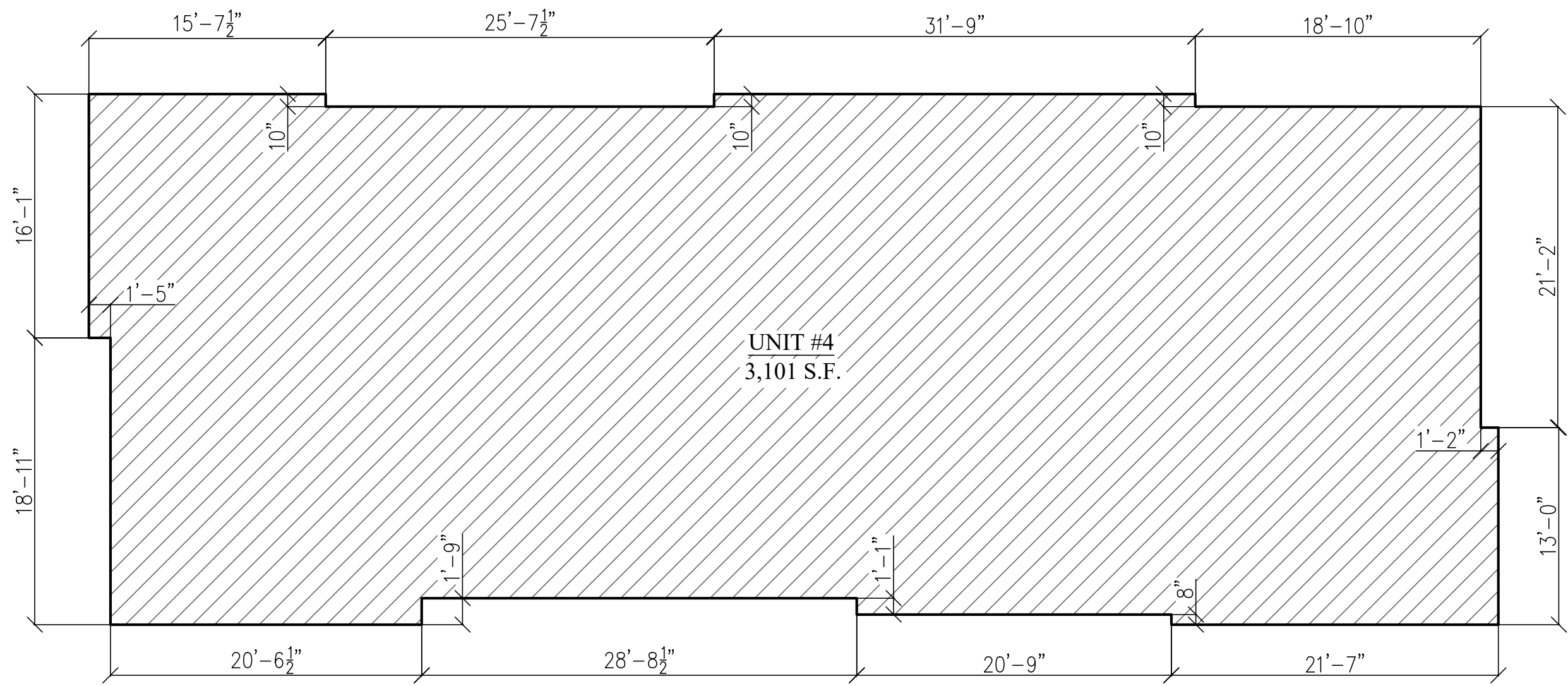
OFFICE CONDOMINIUMS

LINDON CITY, UTAH COUNTY, UTAH

SCALE: 1" = 8 FEET

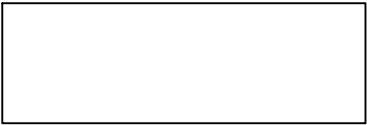


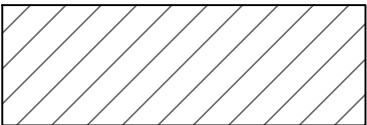
CROSS SECTION



BASEMENT DIMENSIONED PLAN

LEGEND

 COMMON AREAS & FACILITIES

 PRIVATE AREA

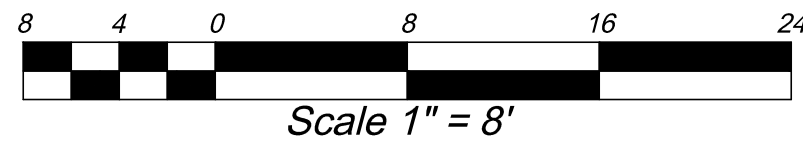
GENERAL NOTES

1. ALL ANNOTATED BUILDING WALLS ARE PARALLEL WITH OR PERPENDICULAR TO EACH OTHER.

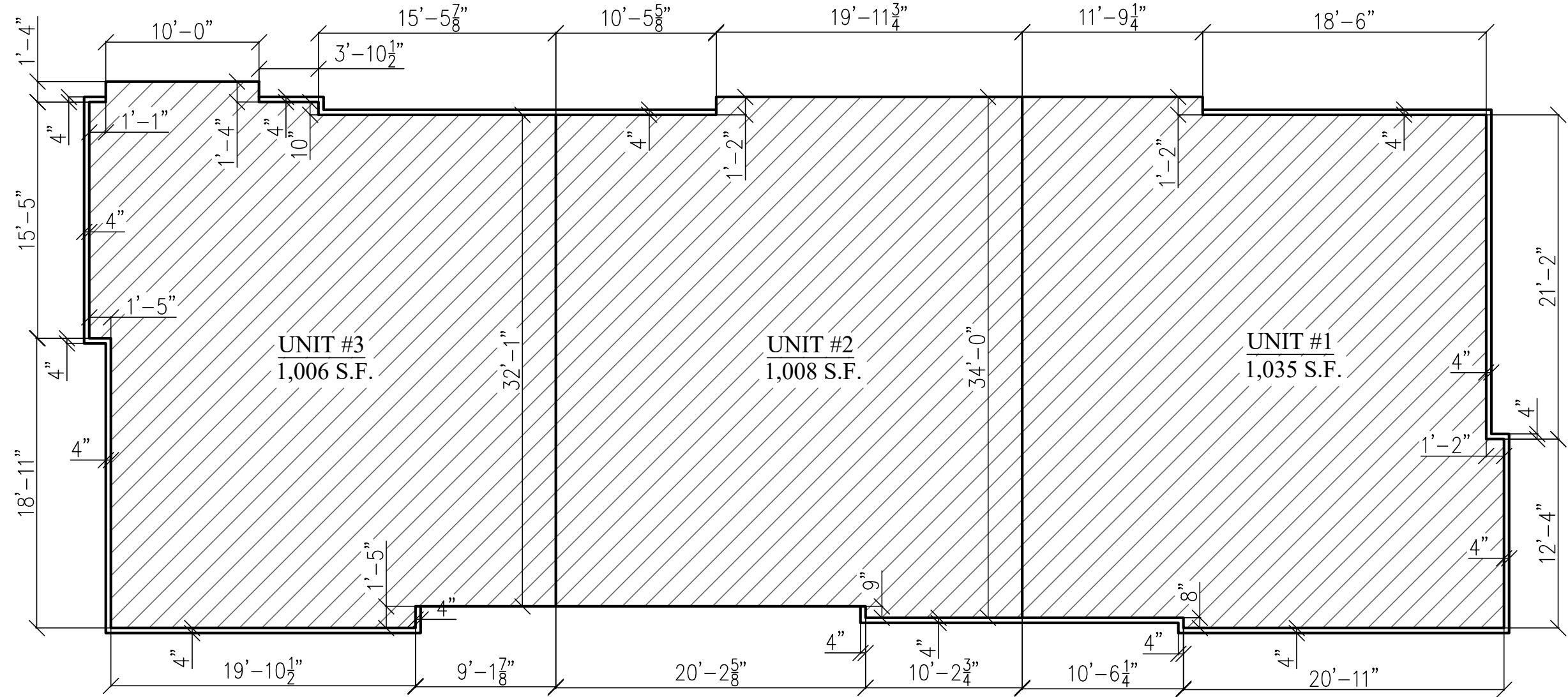
2. ALL BUILDING DIMENSIONS ARE TYPICAL.

3. UNIT AREAS SHOWN INCLUDE PRIVATE AREAS ONLY.

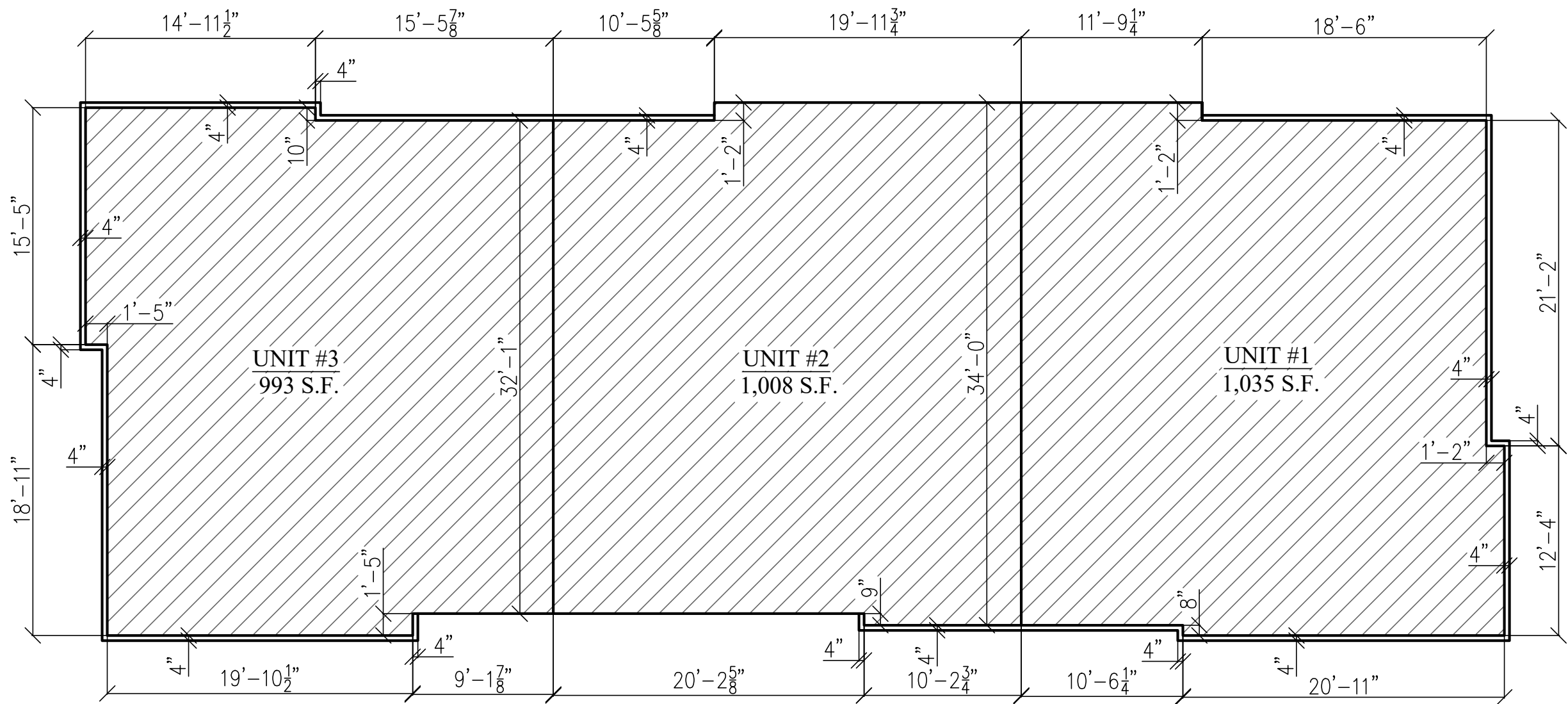
BUILDING D



SHEET 4 OF 4



UPPER FLOOR DIMENSIONED PLAN



MAIN FLOOR DIMENSIONED PLAN

PLAT "A"

LINDON'S EDGE

OFFICE CONDOMINIUMS

LINDON CITY, UTAH COUNTY, UTAH

SCALE: 1" = 8 FEET

LINDON'S EDGE

H P PROPERTIES
14:069:0080

LINDON STORAGE LC
14:069:0014

N 89°0'40" E 454.60'

E 1/4 SEC 33
T5S, R2E, SLB&M

ACKLEY
45:424:0011

MARTIN
45:424:0012

ZAUGG
45:424:0013

INSTALL 6" SOLID GATE WITH
KNOX LOCK ON GATE
EXISTING LANDSCAPING

130 SOUTH STREET

70 WEST STREET

GELB
45:424:0002

KHAN
45:521:0001

TUTTLE
45:521:0003

WEST 203.95'
PODZIKOWSKI N 0°11'51" W 270.00'
14:069:0236

SE COR SEC 33
T5S, R2E, SLB&M
ELEV = 4735.85

GENERAL NOTES:

- THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT* (ADA).
- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND SPRINKLING SYSTEM WITH A BACKFLOW PREVENTION DEVICE AND A BACKFLOW PREVENTION DEVICE TO THE BUILDING, UNLESS LANDSCAPING IS SERVED BY THE SECONDARY WATER SYSTEM.
- WATER METERS ARE TO BE LOCATED BEHIND BACK OF WALK OR BACK OF CURB IN AN AREA THAT IS ACCESSIBLE, NOT LOCATED BEHIND FENCED AREAS OR UNDER COVERED PARKING.
- LINDON STANDARD SPECIFICATIONS AND DRAWINGS APPLY TO CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE OWNED OR MAINTAINED BY LINDON CITY AND TAKE PRECEDENCE OVER OTHER STANDARDS.
- NO PRESSURE REDUCING VALVES ARE PROPOSED ON THIS SITE.
- ZONE=CG
- IBC CONSTRUCTION TYPE: 5-B, OCCUPANCY CLASSIFICATION: B
- INTERNATIONAL FIRE CODE CONSTRUCTION TYPE: 5-B, OCCUPANCY CLASSIFICATION: B
- THE EXISTING RECEPTION CENTER IS TO REMAIN. ALL OTHER BUILDINGS ARE TO BE REMOVED.
- ALL PUBLIC UTILITIES ARE ALREADY CONSTRUCTED IN THE STREET IN FRONT OF THE SITE.
- SEE SEPARATE SUBMITTALS ON STORM DRAINAGE CALCULATIONS AND GEOTECHNICAL REPORT
- ALL BUILDINGS WILL BE FIRE SPRINKLED.
- SEE UTILITY PL
- ALL PROPOSED
- NO FLOOR DRA
- THIS LOT IS LO
- THE DEVELOPER IS RESPONSIBLE FOR PROVIDING USABLE POWER TO ENERGIZE ALL STREET LIGHTS FOR THE DEVELOPMENT.

4 buildings for
the proposed
commercial
condominium

TABULATIONS:

TOTAL AREA: 256,600 S.F.
MAIN STREET AREA (CITY DEDICATION): 2,695 S.F.
REMAINING LOT AREA: 253,905 S.F. = 100%
LANDSCAPING AREA: 72,507 S.F. = 28.6%
BUILDING/PARKING/CONCRETE AREA: 181,398 S.F. = 71.4%
PARKING LANDSCAPE AREA REQUIRED:
40 S.F. PER STALL X 315 STALLS: 12,600 S.F.
PARKING LANDSCAPE AREA PROVIDED: 13,768 S.F.

BUILDING S.F. NOTE:

ALL OFFICE BUILDINGS WILL HAVE 3,000
S.F. OFFICE ON THE MAIN AND 3,000
S.F. ON THE UPPER FLOOR. THE
STORAGE AREA IN THE BASEMENT WILL
VARY UP TO 3,000 S.F.

PARKING TABULATIONS:

OFFICE AREA: 84,000 S.F. @ 1/350 S.F. = 240 STALLS
STORAGE AREA: 36,500 S.F. @ 1/500 S.F. = 73 STALLS
TOTAL PARKING STALLS REQUIRED: 313
TOTAL PARKING STALLS PROVIDED INCLUDING ADA: 313
ADA STALLS REQUIRED AND PROVIDED: 8
BICYCLE PARKING: 8% X 313 STALLS = 25, HOWEVER ONLY A MAXIMUM OF 16
BICYCLE PARKING ARE REQUIRED. 16 BIKE PARKING ARE PROVIDED.

RECEPTION CENTER REQUIRED PARKING: 350 MAX ALLOWABLE OCCUPANTS WITH
PARKING REQUIRED 1 SPACE PER 3.5 PERSONS. REQUIRED PARKING: 100

THE RECEPTION CENTER USE WILL OCCUR IN THE EVENINGS SO THE 100 PARKING
STALLS WILL BE SHARED WITH OFFICE PARKING REQUIREMENT.

SHEET INDEX

- | | |
|-----|---|
| C1 | SITE PLAN |
| C2 | DEMOLITION PLAN |
| C3 | UTILITY PLAN |
| C4 | GRADING PLAN (NORTH) |
| C5 | GRADING PLAN (SOUTH) |
| C6 | EROSION CONTROL PLAN |
| C7 | BMP DETAILS |
| C8 | BMP DETAILS |
| C9 | DETAIL SHEET |
| C10 | DETAIL SHEET |
| C11 | MAIN STREET IBC PLAN/PROFILE |
| C12 | LONG TERM STORM WATER POLLUTION PREVENTION AND MAINTENANCE PLAN |



REVISIONS

Rev.	Date	Description
1	01/10/19	REVISED AS PER CITY COMMENTS FROM REVIEW 1
2	02/04/19	MODIFIED BUILDINGS FRONTING MAIN STREET
3	03/05/19	RELOCATED AND COMBINED DUMPSTER ENCLOSURES & FIXED CITY REDLINES

LINDON'S EDGE
126 S. MAIN

UTAH

SITE PLAN

Scale:

1"=30'

Date:

11/05/18

C1

LEGAL DESCRIPTION

Beginning at a point located North 0°11'51" West along section line 270.00 feet and West 27.00 feet from the Southeast Corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence along the northerly boundary of Lindon Treasury Plat "B" and extension thereof the following three courses and distances: 1) West 203.95 feet, thence North 0°18'46" West 3.88 feet, and 2) South 89°35'17" West 123.31 feet, thence North 1°14'48" West 180.15 feet, thence South 88°45'12" West 129.54 feet, thence along the arc of a 60.00 foot radius curve to the left 60.92 feet through a central angle of 58°10'38" (chord bears North 86°46'41" West 58.34 feet), thence along the arc of a 50.00 foot radius curve to the right 21.48 feet through a central angle of 24°37'12" (chord bears South 76°26'36" West 21.32 feet), thence South 88°45'12" West 119.53 feet, thence North 1°15'15" West 296.02 feet, thence North 89°00'40" East 454.60 feet, thence North 88°52'57" East along a fence line and extension thereof a distance of 224.44 feet, thence South 32°07'44" East 16.45 feet, thence along the arc of a 15.00 foot radius curve to the right through a central angle of 67°06'01" for 17.57 feet (chord bears South 01°24'49" West 16.58 feet), thence along the arc of a 127.00 foot radius curve to the left through a central angle of 35°09'12" for 77.92 feet (chord bears South 17°22'45" West 76.70 feet), thence South 0°11'51" East 380.43 feet to the point of beginning.

Area = 5.8907 Acres



BENCH MARK

SOUTHEAST CORNER, SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4735.85

Castle Park Properties, LLC

110 South Main, Lindon, UT 84042



David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P. (801) 736-4504; david@excelcivil.com

VICINITY MAP

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	60.00	60.92	58°10'38"	58.34	N 86°46'41" W
C2	50.00	21.48	24°37'12"	21.32	S 76°26'36" W
C3	15.00	17.57	67°6'1"	16.58	S 1°24'49" W
C4	127.00	77.92	35°9'12"	76.70	S 17°22'45" W



A PREMIER BUSINESS & LITIGATION LAW FIRM

SANDY OFFICE

9350 SOUTH 150 EAST, SUITE 820

SANDY, UT 84070

T : (801) 532-7080

F : (801) 596-1508

WWW.STRONGANDHANNI.COM

ESTABLISHED 1888

PAUL M. BELNAP
STUART H. SCHULTZ
MARK S. SWAN
BRIAN C. JOHNSON ²
STEPHEN J. TRAYNER
STANFORD P. FITTS ¹⁵
BRADLEY W. BOWEN
PETER H. CHRISTENSEN ^{12 15}
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ZACHARY T. SHIELDS
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MICHAEL A. STEVENS
WILLIAM T. MORRIS
SAVANNA JONES

¹ ALSO MEMBER ARIZONA BAR
² ALSO MEMBER CALIFORNIA BAR
³ ALSO MEMBER COLORADO BAR
⁴ ALSO MEMBER DISTRICT OF COLUMBIA BAR
⁵ ALSO MEMBER IDAHO BAR
⁶ ALSO MEMBER OF MINNESOTA BAR
⁷ ALSO MEMBER MONTANA BAR
⁸ ALSO MEMBER NEBRASKA BAR
⁹ ALSO MEMBER NEVADA BAR
¹⁰ ALSO MEMBER NEW MEXICO BAR
¹¹ ALSO MEMBER NEW YORK BAR
¹² ALSO MEMBER OREGON BAR
¹³ ALSO MEMBER VIRGINIA BAR
¹⁴ ALSO MEMBER WASHINGTON BAR
¹⁵ ALSO MEMBER WYOMING BAR

OF COUNSEL

HENRY E. HEATH
PHILIP R. FISHLER
ROGER H. BULLOCK
STEVEN T. DENSLEY

GORDON R. STRONG (1909-1969)
GLENN C. HANNI (1923-2015)

September 3, 2021

Mike Florence
Planning and Economic Development Director
Lindon City
100 North State Street
Lindon, Utah 84042

RE: Legal Review of Lindons Edge Condominiums Project

Dear Mr. Florence:

This law firm represents Lindons Edge, LLC, owner of that certain real property and improvements located at 140 North Main Street, Lindon, Utah 84042 (Tax Parcel No. 45:759:0002), which it intends to subdivide into a condominium project to be known as "Lindons Edge Condominiums", under a land use application filed with Lindon City in July 2021.

I have reviewed the attached proposed plat map prepared by Aztec Engineering, Inc. I also have reviewed the proposed Declaration of Condominium of Lindons Edge Condominiums and the proposed By-Laws of the Lindons Edge Condominiums.

I have reviewed the foregoing for compliance with Title 57, Chapter 8 of the Utah Code, also known as the Condominium Ownership Act (the "Act"). It appears to me that in all material respects the property is suitable for subdivision into a multi-unit industrial condominium project, and that the plat, the declaration and bylaws comply with the Act.

Sincerely,

STRONG & HANNI.

Peter H. Barlow, Esq.

Peter H. Barlow



SALT LAKE OFFICE — 102 SOUTH 200 EAST, SUITE 800, SALT LAKE CITY, UTAH 84111
SANDY OFFICE — 9350 SOUTH 150 EAST, SUITE 820, SANDY, UTAH 84070

Item 8: Minor Subdivision Approval. Approximately 250 N. State Worth Partners Development

Date: September 14, 2021

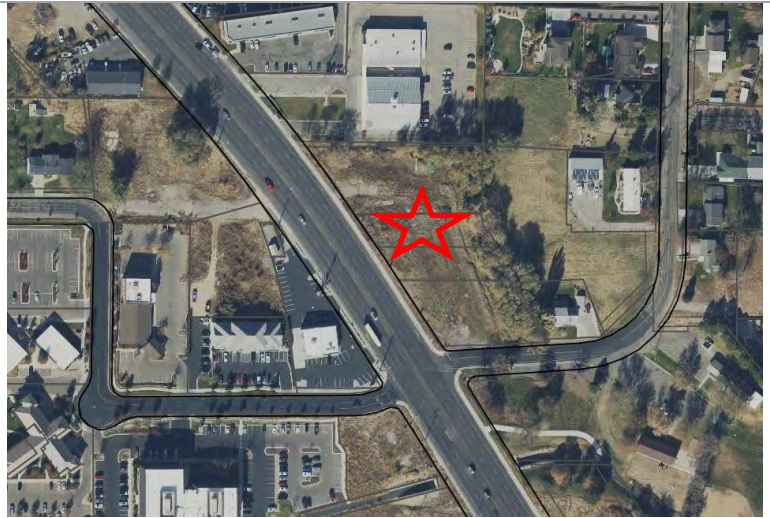
Applicant: Worth Partners
Development, LLC
Presenting Staff: Michael Florence

General Plan: Commercial
Current Zone: Commercial
General

Property Owner: Pick-A-Part
Properties LLC (ET AL)

Parcel ID's: 14:068:0201,
14:068:0035, 14:068:0119,
14:068:0120

Type of Decision: Administrative
Council Action Required: No



SUMMARY OF KEY ISSUES

1. The applicant is seeking minor subdivision approval for a three-lot subdivision.
2. The applicants are working on plans to soon apply for site plan approval of 4 commercial buildings/uses.

OVERVIEW

1. The plat shows two 30' wide private access easements to access the three lots.

MOTION

I move to (*approve, deny, continue*) the applicant's request for minor subdivision approval at approximately 250 N. State with the following conditions:

1. The applicant will continue to work with the city staff to make all final corrections to the engineering documents and plat;
2. The plat with lot layouts is approved as provided in the staff report;
3. Complete (or post an adequate improvement completion assurance), warrant and post required assurance for all required public infrastructure improvements;
4. Prior to plat recording, the applicant will update the final plat Mylar to include notarized signatures of owners' consent to dedication; and obtain signatures of all entities indicated on the subdivision plat attached hereto; and
5. All items of the staff report

Surrounding Zoning and Land Use

North: Commercial General (CG) – Alpine School District facilities

South: Public Facilities (PF) – Lindon City Center Park

East: Residential (R1-20) – Single Family Homes

West: Commercial General (CG) – Talyor Drug

Lot Requirements – Light Industrial West Zone

Required	Lot 1	Lot 2	Lot 3	Compliant
Minimum lot size: 20,000 sq ft	42,321 sq ft	26,689 sq ft	20,054 sq ft	Yes

Subdivision Requirements

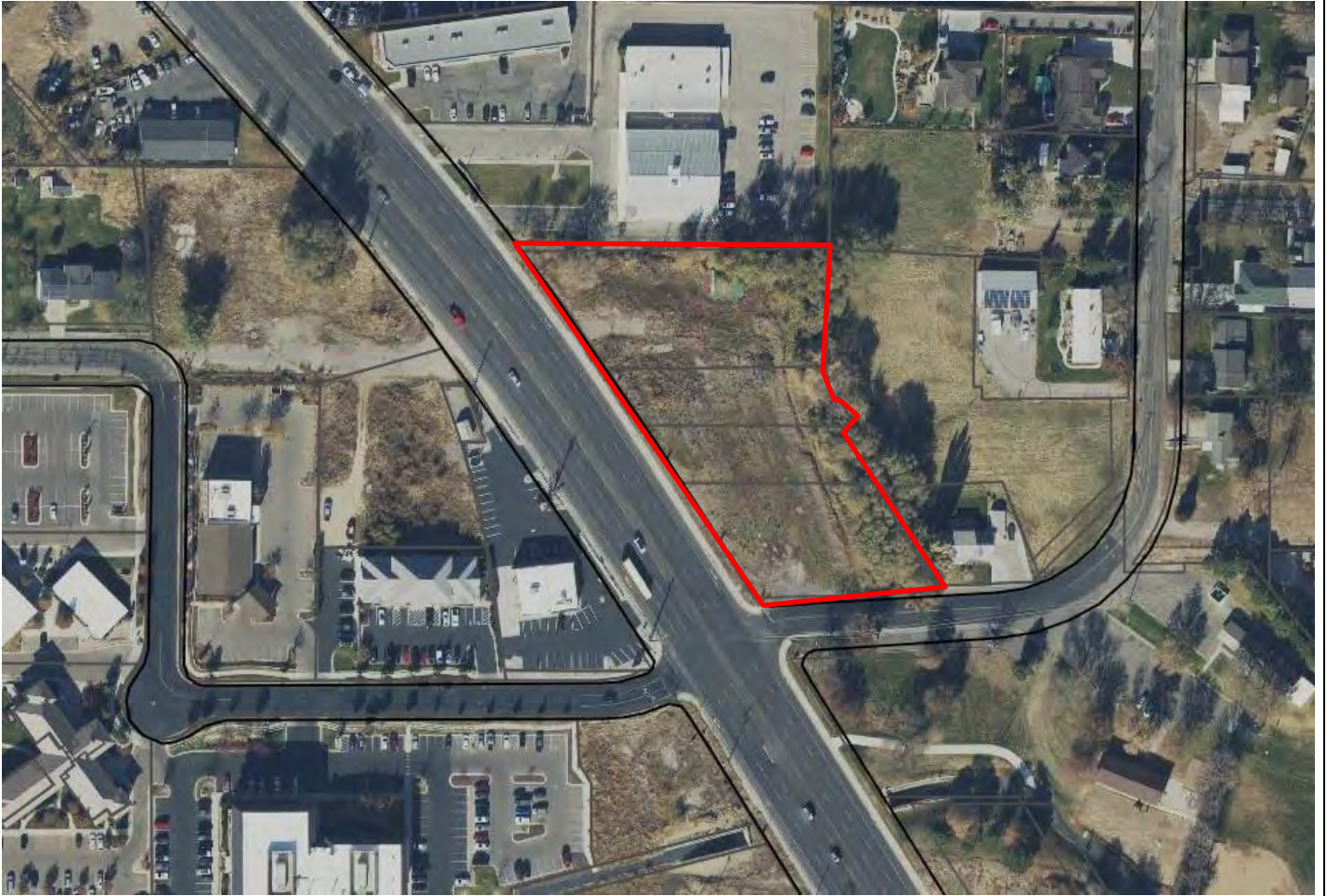
Required	Complaint
No single lot shall be divided by municipal or county boundary lines, roads, alleys, or other lots.	Yes
Side lot lines shall be at right angles or radial to street lines.	Yes
Sidewalks, curbs and gutters shall be provided on both sides of all streets to be dedicated to the public	Yes
Easements shall follow rear and side lot lines whenever practical and shall have a minimum total width of 15 feet apportioned equally in abutting properties.	Not all of the side and rear utility easement are identified on the subdivision plat. Those will be addressed prior to the plat being printed
Underground utilities and piped sanitary sewerage shall be provided by the subdivider.	Yes
No lot shall be created which is more than three times as long as it is wide.	Yes

Engineering Requirements

The City Engineer is working through technical issues related to the plat and will ensure all plat related issues are resolved before final approval is granted.

EXHIBITS

1. Aerial photo
2. Subdivision Plat



CITY PARK RETAIL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN,
LINDON, UTAH COUNTY, UTAH

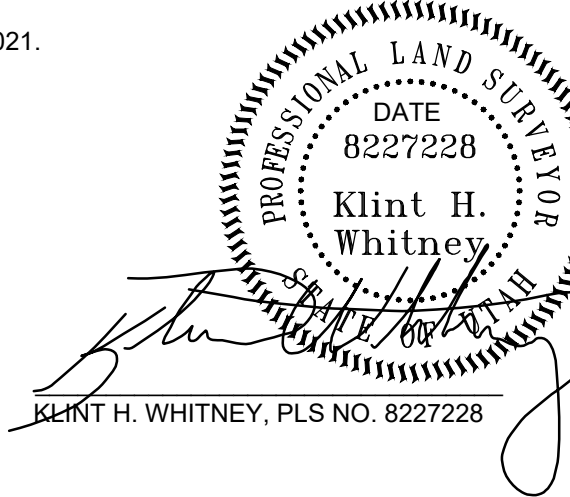
BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING LOCATED NORTH 0°08'57" WEST 439.94 FEET ALONG THE EAST LINE OF SAD QUARTER AND NORTH 90°00'00" WEST 1122.62 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 88°21'40" WEST 200.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOLLOWING FOUR (4) COURSES; (1) NORTH 31°58'44" WEST 148.00 FEET; (2) NORTH 32°10'25" WEST 73.72 FEET; (3) NORTH 33°16'44" WEST 74.37 FEET; (4) ALONG THE ARC OF A 2930.10 FOOT RADIUS CURVE TO THE LEFT 158.10 FEET, HAVING A CENTRAL ANGLE OF 3°05'29" WITH A CHORD BEARING NORTH 35°33'18" WEST 158.08 FEET; THENCE NORTH 89°50'36" EAST 332.69 FEET; THENCE SOUTH 0°45'35" WEST 118.47 FEET; THENCE SOUTH 7°50'33" WEST 10.31 FEET; THENCE SOUTH 6°35'54" EAST 20.92 FEET; THENCE SOUTH 28°41'04" EAST 17.87 FEET; THENCE SOUTH 88°39'13" EAST 5.81 FEET; THENCE SOUTH 26°34'16" EAST 26.45 FEET; THENCE SOUTH 61°29'12" WEST 12.75 FEET; THENCE SOUTH 30°02'12" EAST 69.71 FEET; THENCE SOUTH 30°06'52" EAST 137.04 FEET TO THE POINT OF BEGINNING. CONTAINING 89,567 SQUARE FEET OR 2.06 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREFTER TO BE KNOWN AS CITY PARK RETAIL SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2021.



OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

CITY PARK RETAIL SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO LINDON, UTAH COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY LINDON, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 2021.

BY: STEVE WILLIAMSON

W.P. LINDON, LLC

BY:

RCQ, LLC

BY:

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH)

On this _____ day of _____, 2021, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of RCQ, LLC, and that said document was signed by him/her in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ acknowledged to me that said "Corporation executed the same.

STAMP

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH)

On this _____ day of _____, 2021, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of W.P. LINDON, LLC, and that said document was signed by him/her in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ acknowledged to me that said "Corporation executed the same.

STAMP

NOTARY PUBLIC

NORTHEAST CORNER
SEC. 33, T5S, R2E, SLB&M

VICINITY MAP

NOT TO SCALE



0' 15' 30' 60' 90'

Scale in Feet
1" = 30'

LEGEND

- UTAH COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE
- ORIGINAL PARCEL LINE
- ROAD DEDICATION AREA
- FLOOD ZONE "A"
- SHARED ACCESS EASEMENT

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH)

On this _____ day of _____, 2021, before me _____, A Notary Public, personally appeared STEVE WILLIAMSON, Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

STAMP

NOTARY PUBLIC

EAST QUARTER CORNER
SEC. 33, T5S, R2E, SLB&M

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A THREE LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY WORTH DEVELOPMENT. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING UTAH COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 0°08'57" WEST UTAH COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

NOTES

- ZONE (C-G) CURRENT YARD SETBACKS: FRONT: 20 FEET; SIDE OR REAR YARD 0 FEET WHEN ADJACENT TO NONRESIDENTIAL ZONE; SIDE OR REAR YARD 40 FEET WHEN ADJACENT TO RESIDENTIAL ZONE.
- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SUBJECT PROPERTY ALSO FALLS IN ZONE "A" - SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED. PER FEMA MAP NO. 49049C0330F WITH AN EFFECTIVE DATE OF JUNE 19, 2020.
- 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.

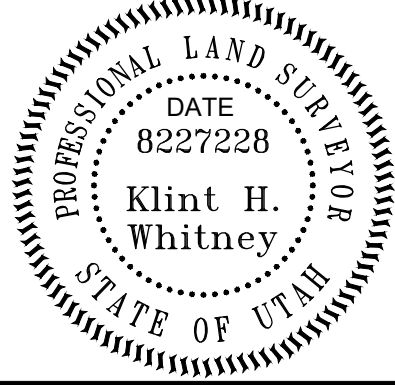
ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LINDON, 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 PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____

MAYOR _____ PLANNING COMMISSION CHAIR _____
PLANNING DIRECTOR _____ CITY ENGINEER _____
CITY ATTORNEY _____ CITY RECORDER _____
ATTEST _____

CONDITIONS OF APPROVAL

SURVEYORS SEAL



NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

CLERK - RECORDER SEAL