



CITY OF OREM
PLANNING COMMISSION MEETING
56 North State Street, Orem, Utah
June 21, 2023

*This meeting may be held electronically
to allow a Commission member to participate.*

3:30 PM PRE-MEETING – AGENDA REVIEW, CITY COUNCIL CONFERENCE ROOM, 56
NORTH STATE STREET, OREM, UT

4:30 PM REGULAR SESSION – CITY COUNCIL CHAMBERS

1. CALL TO ORDER
2. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION
3. 4:30 PM SCHEDULED ITEMS
 - 3.1 **Public Hearing – Vacating Sandhill Grove PRD Plat A and approving Sandhill Grove PRD Plat A Amended located generally at 537 West 1770 South in the PRD zone.**
 - 3.2 **Preliminary Plat – Approving the preliminary plat for Hidden Vale Plat C located at 1428 South 100 West in the R8 zone.**
 - 3.3 **Public Hearing – Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.**
4. MINUTES REVIEW AND APPROVAL
 - 4.1 **Review and approve the minutes from the June 7, 2023 meeting.**
5. ADJOURN

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PLANNING COMMISSION MEETINGS.
If you need a special accommodation to participate in the Planning Commission Meetings and Study Sessions,
please call the Development Services Office at least 3 working days prior to the meeting.
(Voice 801-229-7183)**

This agenda is also available on the City's webpage at orem.org

Item #: 3.1	Planning Commission June 21, 2023	
Prepared By: Makayla Wagstaff		
Applicant: Sandhill Grove HOA/Tricia Hines HOA President	PUBLIC HEARING – Vacating Sandhill Grove PRD Plat A and approving Sandhill Grove PRD Plat A Amended located generally at 537 West 1770 South in the PRD zone.	

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Posted at utah.gov/pmn

SITE INFORMATION:

- General Plan Designation: **Low Density Residential**
- Current Zone: **PRD**
- Acreage: **1.16**
- Neighborhood: **Lakeview**

ACTION:

The Planning Commission is the final approving body for this item.

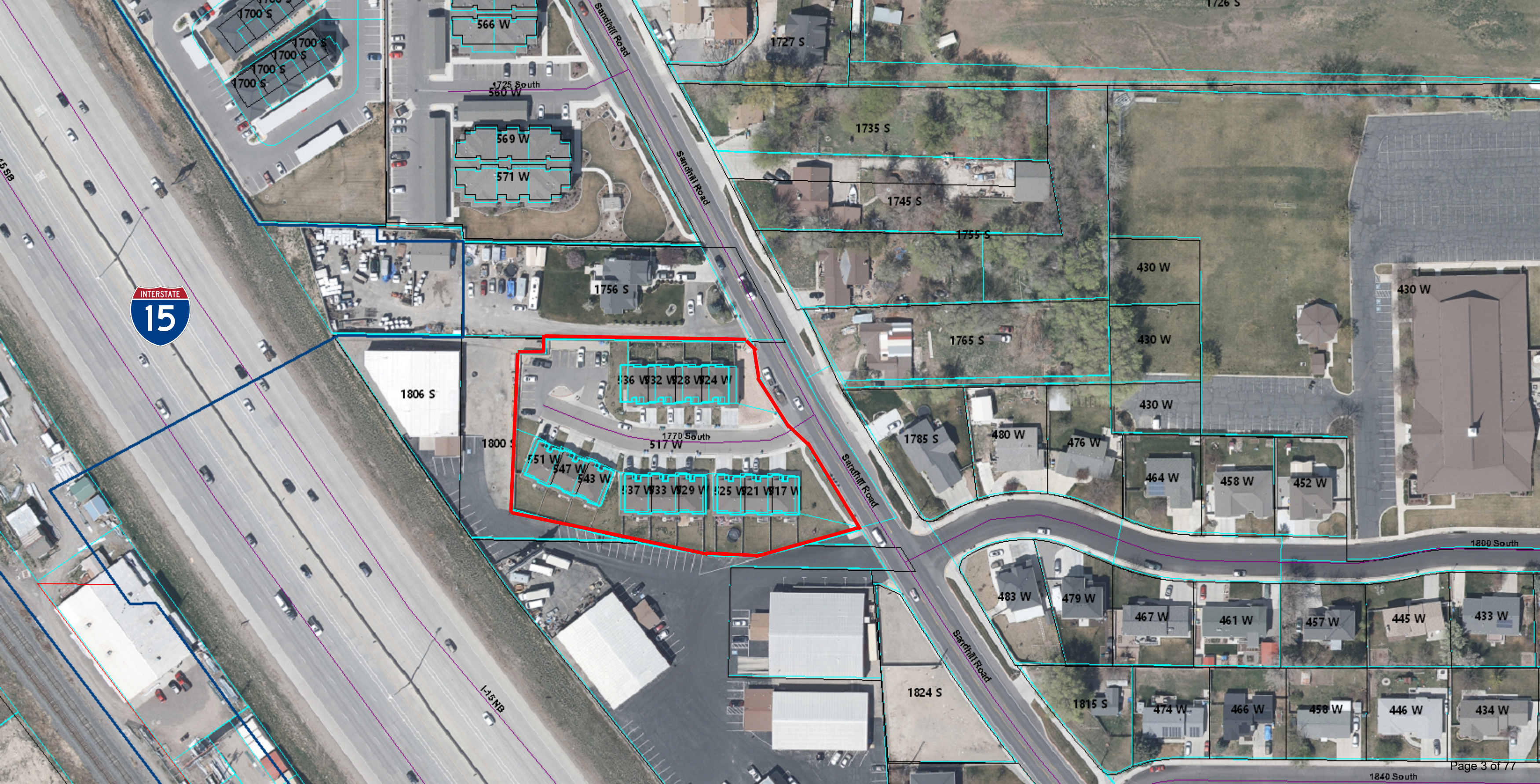
REQUEST: The applicant requests the Planning Commission vacate Sandhill Grove PRD Plat A and approve Sandhill Grove PRD Plat A Amended located generally at 537 West 1770 South in the PRD zone.

BACKGROUND: In 2007 a site plan was approved for this site which shows the northwest portion of the property being landscaped with a playground. On the site this was changed sometime after 2007 to be a parking lot instead. This change was done without amending the site plan for the property.

The applicant is bringing the property into compliance by amending their plat to show the northwest area as parking with surrounding landscaping. Due to the change in the amount of impermeable surface, they also are adding an additional drainage basin on site to help with the additional storm water. Both the existing drainage basin and the new basin will be landscaped, and additional landscaping is to be installed surrounding the parking area.

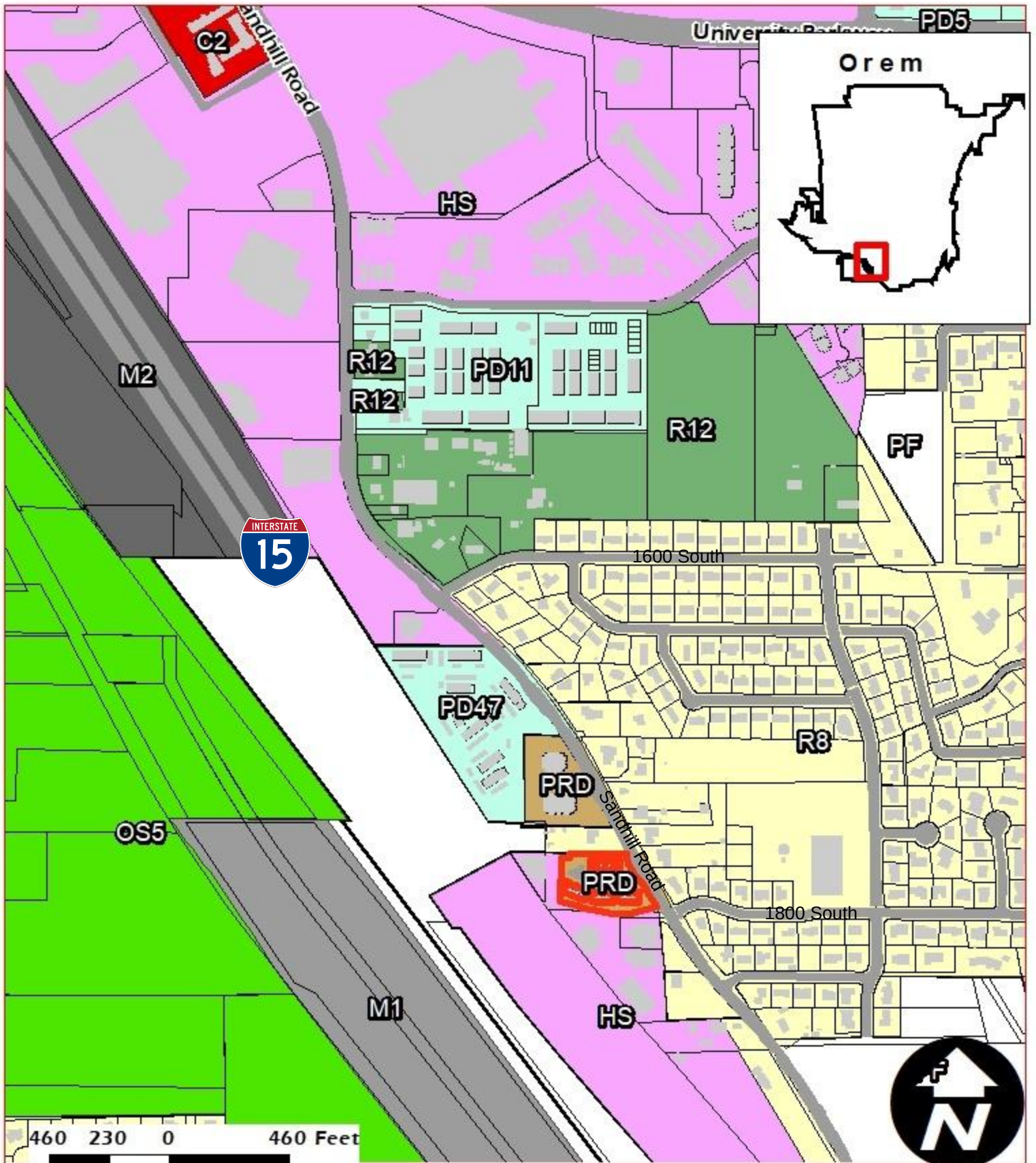
In addition to amending the plat to show the parking area they also are extending the limited common areas behind each unit to the property line. This reflects the current area which is fenced for each unit to use.

RECOMMENDATION: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission vacate Sandhill Grove PRD Plat A and approve Sandhill Grove PRD Plat A Amended located generally at 537 West 1770 South in the PRD zone.



INTERSTATE
15

Sandhill Grove HOA

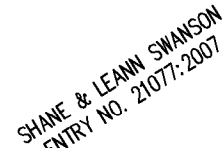
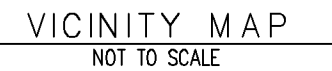


◆ Plat Amendment
PRD
4.16 Acres

NEIGHBORHOOD
Lakeview

537 W 1770 South
Buildings
Parcels

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN
CITY OF OREM, COUNTY OF UTAH, STATE OF UTAH



_____	SUBJECT PROPERTY LINE
-----	EASEMENT LINE
- - - - -	CENTERLINE
=====	LOT LINE
- . - . - .	SECTION LINE
_____	TIE LINE
	SECTION CORNER (AS DESCRIBED)
P. U. E.	PUBLIC UTILITY EASEMENTS
●	ANGLE POINTS, PC's & PT's



I, TODD W. OSBORN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE # 4938746 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS. HEREAFTER TO BE KNOWN AS

SANDHILL GROVE, P.R.D. PLAT "A"

AND THE SAME HAS OR WILL BE CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE OF PLAT: FEBRUARY 6, 2023

SIGNATURE: _____

LICENSE NO.: 4938746

ALL SANDHILL GROVE, P.R.D. PLAT "A" SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, FILED AUGUST 22, 2007, ENTRY No. 122919, MAP FILING No. 12447, SITUATE IN THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 1336.45 FEET NORTH 01°05'18" WEST ALONG THE QUARTER SECTION LINE AND 798.69 FEET WEST FROM THE SOUTH QUARTER CORNER OF SECTION 27, T6S, R2E, S24M; THENCE SOUTHEAST 74°59'58" WEST 127.39 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT 61.51 FEET (CHORD BEARS S 85°03'47" W, 61.19 FEET); THENCE NORTH 84°52'06" WEST 20.51 FEET; THENCE NORTH 89°22'22" WEST 108.58 FEET; THENCE NORTH 89°10'17" WEST 10.15 FEET; THENCE NORTH 89°10'17" WEST 10.15 FEET (CHORD BEARS N 77°44'08" W, 11.01 FEET); THENCE NORTH 75°50'48" WEST 88.70 FEET; THENCE NORTH 02°04'41" EAST 168.54 FEET; THENCE SOUTH 88°07'19" EAST 30.12 FEET; THENCE NORTH 00°48'43" EAST 16.29 FEET; THENCE SOUTH 89°09'17" EAST 255.61 FEET; THENCE SOUTH 28°05'00" EAST 75.62 FEET; THENCE SOUTH 34°16'56" EAST 133.03 FEET; THENCE SOUTH 29°30'00" EAST 15.37 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 74,015.82 SQUARE FEET, OR 1.699 ACRES.

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE MONUMENTED SOUTH QUARTER CORNER OF SECTION 27 TO THE MONUMENTED NORTH QUARTER CORNER OF SAID SECTION BEARS NORTH 01°05'18" WEST AS SHOWN HEREON.

THE CITY OF OREM, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____, DAY OF _____, 20_____, A.D.

BY ORDINANCE No. _____

APPROVED _____ ATTEST _____

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

APPROVED _____

DEVELOPMENT SERVICES DIRECTOR

APPROVED THIS . DAY OF . 20 . A.D. BY THE CITY OF OREM PLANNING COMMISSION

DIRECTOR-SECRETARY

PLANNING COMMISSION CHAIRPERSON

A PLANNED RESIDENTIAL DEVELOPMENT
A VACATION OF SANDHILL GROVE, P.R.D. PLAT "A"
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
CITY OF OREM, COUNTY OF UTAH, STATE OF UTAH

APPROVED AS TO FORM

CITY ATTORNEY _____ DATE _____

SURVEYORS SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDER SEAL

UTAH COUNTY RECORDERS OFFICE

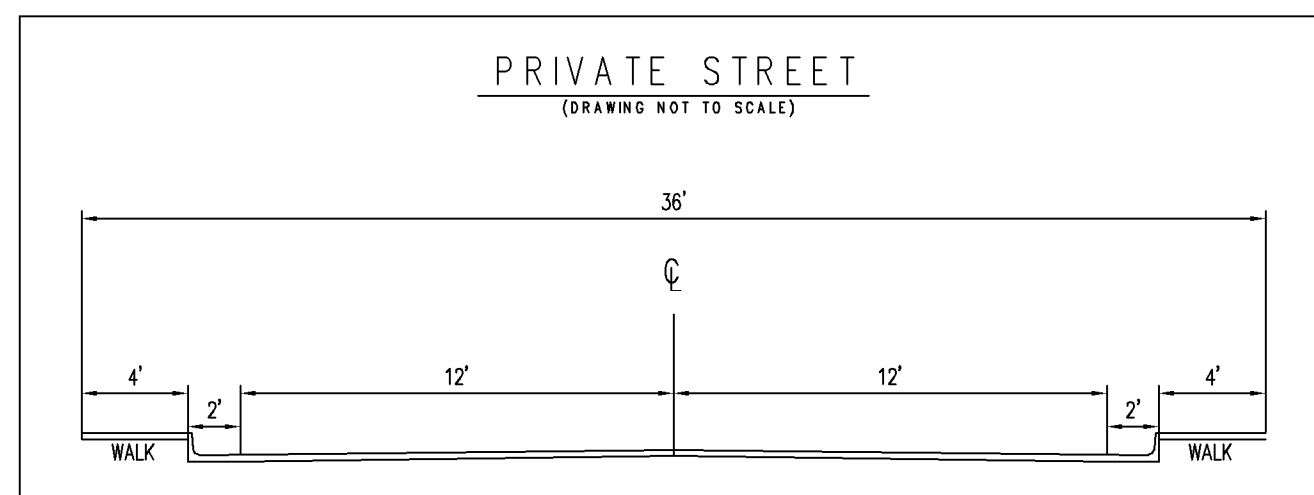
PARKING TABULATION TABLE	
REQUIRED No. OF PARKING STALLS	7
PROVIDED No. OF PARKING STALLS	16

PARKING LOT SEGMENT TABLE					
LINE TAG #/CURVE TAG #	BEARING/DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C12	86°31'33"	3.49	2.31	N56°06'22"E	3.17
C13	47°58'40"	3.30	3.94	N74°23'59"E	3.20
C14	37°54'24"	2.39	3.62	N14°34'04"E	2.35
C15	56°34'35"	30.80	30.89	S41°05'52"E	29.37
L14	N69°55'12"W	20.83			
L15	N42°41'18"E	53.21			
L16	S88°27'50"E	4.41			
L17	N82°44'54"E	3.72			
L18	S86°55'40"E	17.77			
L19	N30°53'4"E	6.72			
L20	S88°26'59"E	61.59			
L21	S37°09'23"W	34.48			
L22	S68°31'11"E	67.19			
L23	S21°28'49"W	36.00			

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	207°08'15"	61.51	175.00	S85°03'47"W	61.19
C2	51°6'42"	110.55	1200.00	N77°44'08"W	110.51
C3	183°55'48"	5.95	18.00	N18°46'39"W	5.92
C4	185°4'28"	6.60	20.00	N18°46'39"W	6.57
C5	0°45'01"	20.11	1536.00	N28°36'43"W	20.11
C6	21°23'32"	18.67	50.00	N39°41'01"W	18.56
C7	51°6'23"	4.60	50.00	N53°01'07"W	4.60
C8	25°02'32"	21.85	50.00	N43°08'17"W	21.68
C9	1°22'18"	36.53	1526.00	N31°18'18"W	36.53
C10	29°32'50"	51.57	100.00	S78°08'41"W	51.00
C11	20°33'53"	35.89	100.00	N78°48'02"W	35.70

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	N84°52'06"W	20.51
L2	N80°22'29"W	31.86
L3	S88°07'19"E	30.12
L4	N80°43'E	16.29
L5	S29°30'00"E	15.37
L6	N281°13'3"W	4.54
L7	N8°19'04"W	24.51
L8	N281°14'3"W	24.87
L9	N31°39'27"W	67.50
L10	N76°58'47"W	71.16
L11	N3°20'49"W	43.00
L12	N15°36'32"E	40.93
L13	S28°25'13"W	32.31

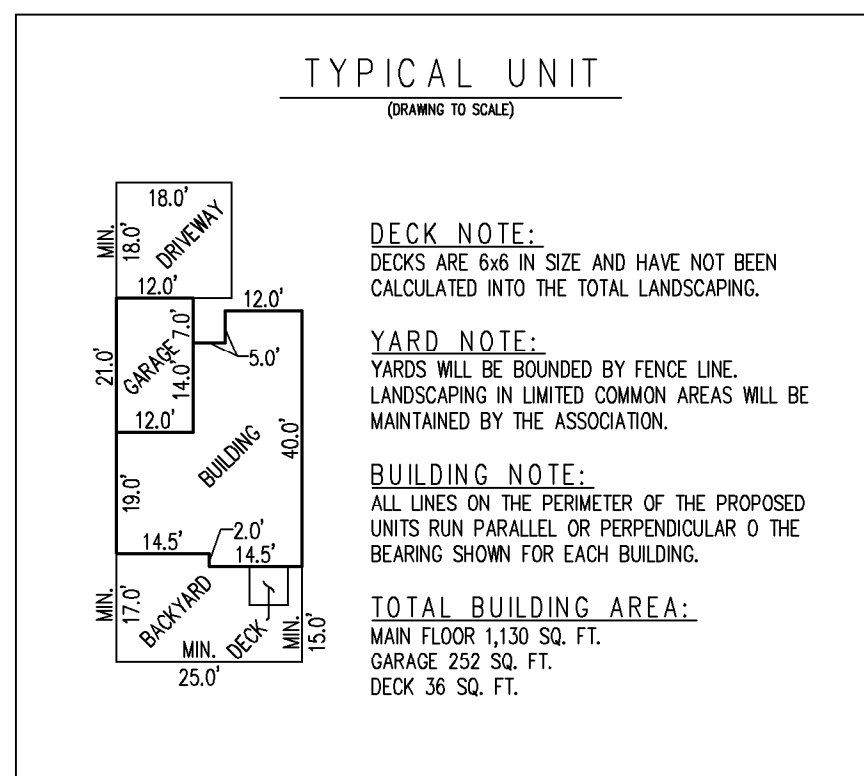
ADDRESS TABLE	
UNIT #	ADDRESS
1	517 WEST 1770 SOUTH (PRIVATE)
2	521 WEST 1770 SOUTH (PRIVATE)
3	525 WEST 1770 SOUTH (PRIVATE)
4	529 WEST 1770 SOUTH (PRIVATE)
5	533 WEST 1770 SOUTH (PRIVATE)
6	537 WEST 1770 SOUTH (PRIVATE)
7	543 WEST 1770 SOUTH (PRIVATE)
8	547 WEST 1770 SOUTH (PRIVATE)
9	551 WEST 1770 SOUTH (PRIVATE)
10	556 WEST 1770 SOUTH (PRIVATE)
11	532 WEST 1770 SOUTH (PRIVATE)
12	528 WEST 1770 SOUTH (PRIVATE)
13	524 WEST 1770 SOUTH (PRIVATE)



PLAT VACATION NOTICE

THE CITY OF OREM IS SATISFIED THAT NEITHER THE PUBLIC NOR ANY PERSON WILL BE MATERIALLY INJURED BY THE PROPOSED VACATION OF PLAT "A" OF THE SANDHILL GROVE P.R.D. SUBDIVISION, AND THAT THERE IS GOOD CAUSE FOR SAID VACATION.

PLAT "A" OF THE SANDHILL GROVE P.R.D. IS HEREBY VACATED.

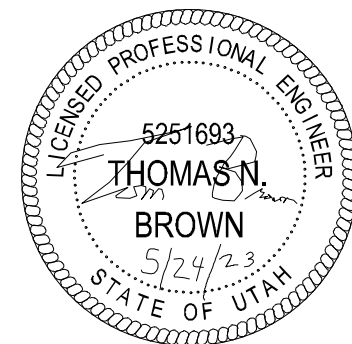


-  PRIVATE AREA
 -  LIMITED COMMON AREA
(DRIVEWAYS & BACKYARDS ONLY)
 -  COMMON AREA
(ALL AREAS NOT PRIVATE OR LIMITED COMMON)

NOTE:

ALL COMMON AREAS ARE DESIGNATED AS
PUBLIC UTILITY EASEMENTS

1 of 2



COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

SANDHILL GROVE
COMPLIANCE PLAN547 W 1770 S
OREM, UT

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Date Issue / Description Init.

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SITE LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- RIGHT OF WAY BOUNDARY LINE
- EASEMENT
- EXISTING SIDEWALK TO REMAIN
- EXISTING SIGN
- EXISTING CURB AND GUTTER

SITE SCHEDULE

- PROTECT AND PRESERVE EXISTING FIRE HYDRANT
- REMOVE AND REPLACE SIDEWALK AND CURB PER OREM CITY STANDARDS

POST CONSTRUCTION STORM WATER MAINTENANCE PLAN (BMP):

- OWNER OF PROPERTY WILL MAINTAIN ALL PRIVATE STORM DRAIN FACILITIES
- COMPLETE QUARTERLY COMPREHENSIVE, QUARTERLY VISUAL, AND WEEKLY VISUAL INSPECTIONS AS REQUIRED TO INSPECT BMPs AND IDENTIFY MAINTENANCE AND CLEANING REQUIRED.
- INSPECT/CLEAN STORM WATER SYSTEM FACILITIES AS NEEDED, BUT ANNUALLY AT A MINIMUM
- SWEEP PAVED AREAS REGULARLY
- CLEAN UP DEBRIS AND OLD EQUIPMENT PERIODICALLY
- REMOVE TRASH AND GARBAGE
- INSPECT ROUTINELY FOR LEAKS OR SPILLS; CLEAN UP WITH DRY ABSORBANT
- SWEEP GUTTER AND INLET FILTERS
- IMPLEMENT WASTE AND MATERIAL MINIMIZATION PROGRAMS
- FOLLOW SPILL PREVENTION AND RESPONSE PLAN FOR SPILLS
- COVER SOLID WASTE STORAGE CONTAINERS WITH LEAK-PROOF LIDS OR SOME OTHER MEANS
- CHECK DUMPSTERS AS NEEDED FOR LEAKS AND ENSURE THE LIDS ARE CLOSED
- FOR VEHICLE CLEANING, NEVER USE DETERGENTS/DEGREASERS FOR OUTSIDE CLEANING

SITE SUMMARY		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	24,064	37%
BUILDING	14,844	23%
LANDSCAPING	26,339	40%
TOTAL SITE	65247	
	1,500 ACRES	

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

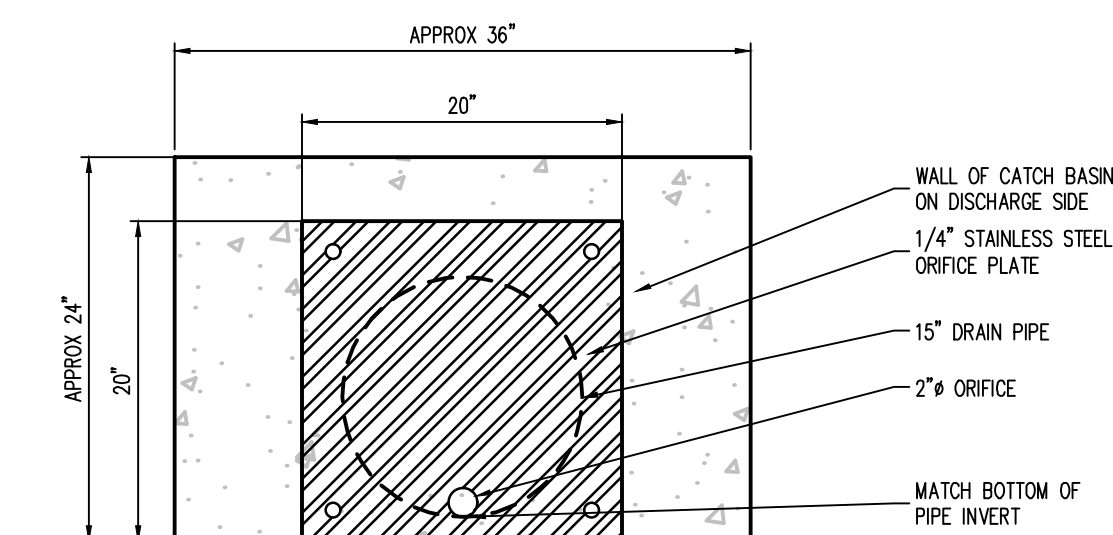
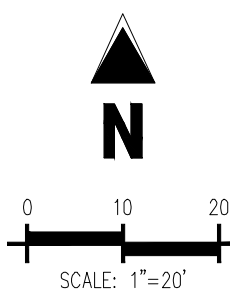
NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

BENCHMARK

THE PROJECT BENCHMARK IS THE SOUTH QUARTER CORNER OF SECTION 27, T6S, R2E, SUB&M
PROJECT BENCHMARK ELEVATION = 4561.06
VERTICAL DATUM=NAVD88

CAUTION -- NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.

A ORIFICE PLATE DETAIL
C1.0 SCALE: NTS

Date
4/18/2023Engineer
T BrownProject Mgr
B PreeceProject
Sand Hill HOA
Project #
SGV1.20Sheet
1 of 1

25 YEAR DETENTION CALCULATION

CATCHMENT PROPERTIES

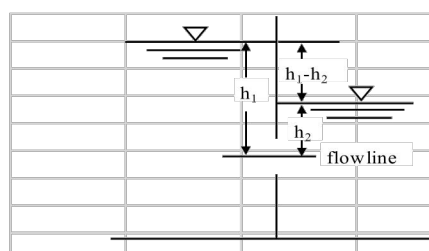
Area Composition		Runoff Coefficients	
Hardscape	0.55	Ch	0.90
Building	0.34	Cr	0.85
Landscape	0.60	Cl	0.10
Total Area	1.50	Composite C	0.57

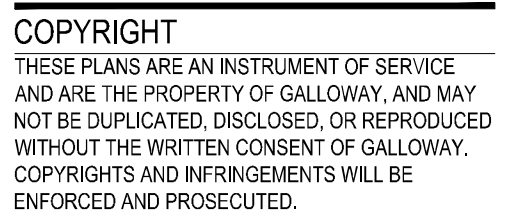
Time (min)	Intensity (in/hr)	Rainfall (in)	Allowable Runoff		Storage (cf)
			Runoff (cf)	Allowable (cf)	
5	4.21	0.35	1,082	60	1,021
10	3.20	0.53	1,644	120	1,524
15	2.64	0.66	2,035	180	1,854
30	1.78	0.89	2,744	361	2,383
60	1.10	1.10	3,391	722	2,669
120	0.61	1.22	3,749	1,444	2,305
180	0.43	1.29	3,986	2,165	1,820
360	0.24	1.46	4,513	4,331	182
1440	0.09	2.04	6,289	17,324	-11,035
			2,669 Cu Ft		

ORIFICE CALCULATION

Q = Allowed Discharge = 0.20 cfs
C = 0.62 (Sharp edged weir)
h1-h2 = 4.49
Area = 2.74 sq in
Diameter = 1.87 in

$$Q = CA\sqrt{2g(h_1 - h_2)}$$





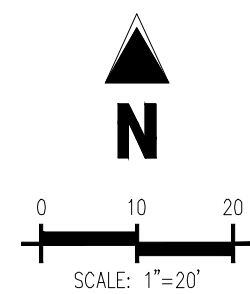
547 W 1770 S
OREM, UT

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Project No:	SGV_1.20
Drawn By:	KMV
Checked By:	TNB
Date:	2023/05/24

LONG TERM BMP MAP

C1.1



	PROPERTY BOUNDARY LINE
	ADJACENT PROPERTY BOUNDARY LINE
	RIGHT OF WAY BOUNDARY LINE
	EASEMENT
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	EXISTING SIGN
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	EXISTING SIDEWALK
	LANDSCAPE

- ① DOWNSPOUT, INSPECT, CLEAN AND MAINTAIN MONTHLY AND AFTER EVERY STORM EVENT
- ② INLET, INSPECT, CLEAN, AND MAINTAIN MONTHLY AND AFTER EVERY STORM EVENT
- ③ DRAIN END SECTION, INSPECT, CLEAN, AND MAINTAIN MONTHLY AND AFTER EVERY STORM EVENT

1. OWNER OF PROPERTY WILL MAINTAIN ALL PRIVATE STORM DRAIN FACILITIES
2. COMPLETE QUARTERLY COMPREHENSIVE, QUARTERLY URBAN, AND WEEKLY VISUAL INSPECTIONS AS REQUIRED TO INSPECT PUMPS AND IDENTIFY MAINTENANCE AND CLEANING REQUIRED.
3. INSPECT AND MAINTAIN STORM WATER SYSTEM FACILITIES AS NEEDED, BUT ANNUALLY AT A MINIMUM
4. SWEEP PAVED AREAS REGULARLY
5. CLEAN UP DEBRIS AND OLD EQUIPMENT PERIODICALLY
6. REMOVE TRASH AND GARBAGE
7. INSPECT ROUTINELY FOR LEAKS OR SPILLS; CLEAN UP WITH DRY ABSORBENT
8. SWEEP GUTTER AND INLET FILLS
9. IMPLEMENT WASTE AND MATERIAL MINIMIZATION PROGRAMS
10. FOLLOW SPILL PREVENTION AND RESPONSE PLAN FOR SPILLS
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12. COVER DUMPSTERS AS NEEDED FOR LEAKS AND ENSURE THE LIDS ARE CLOSED
13. FOR VEHICLE CLEANING, NEVER USE DETERGENTS/DEGREASERS FOR OUTSIDE CLEANING

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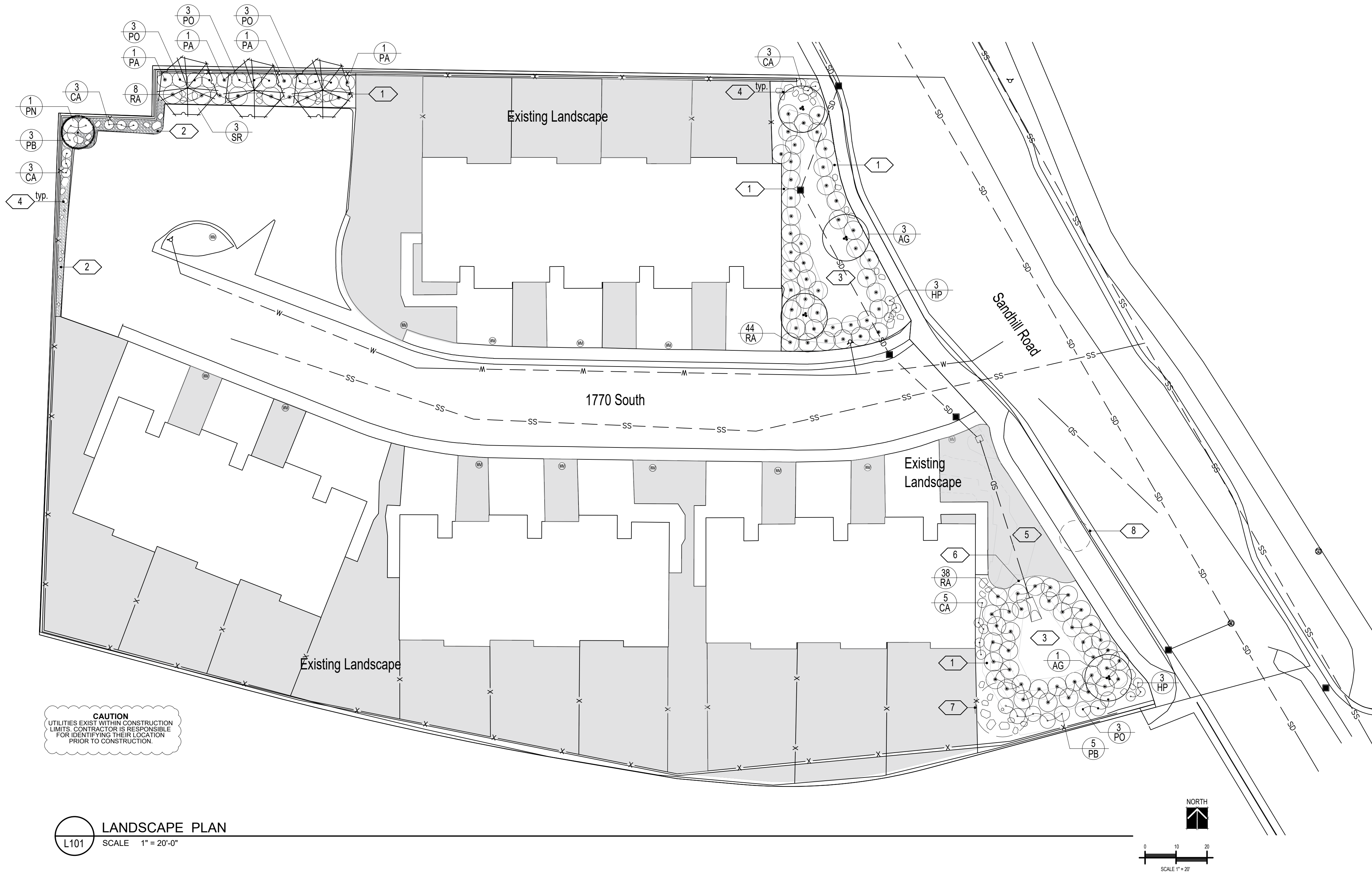


Know what's below.
Call before you dig.

PLANTING LEGEND

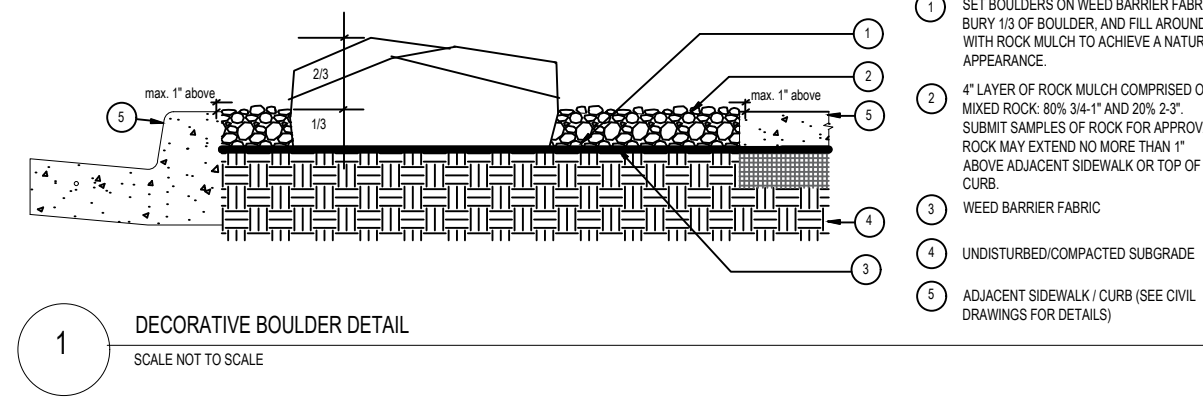
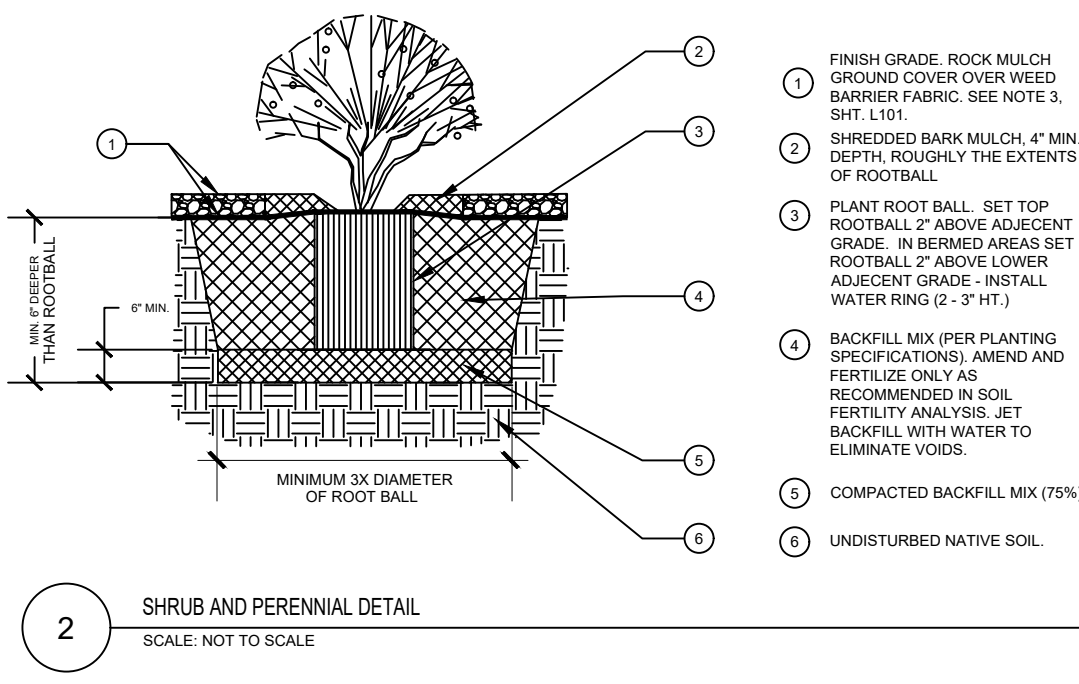
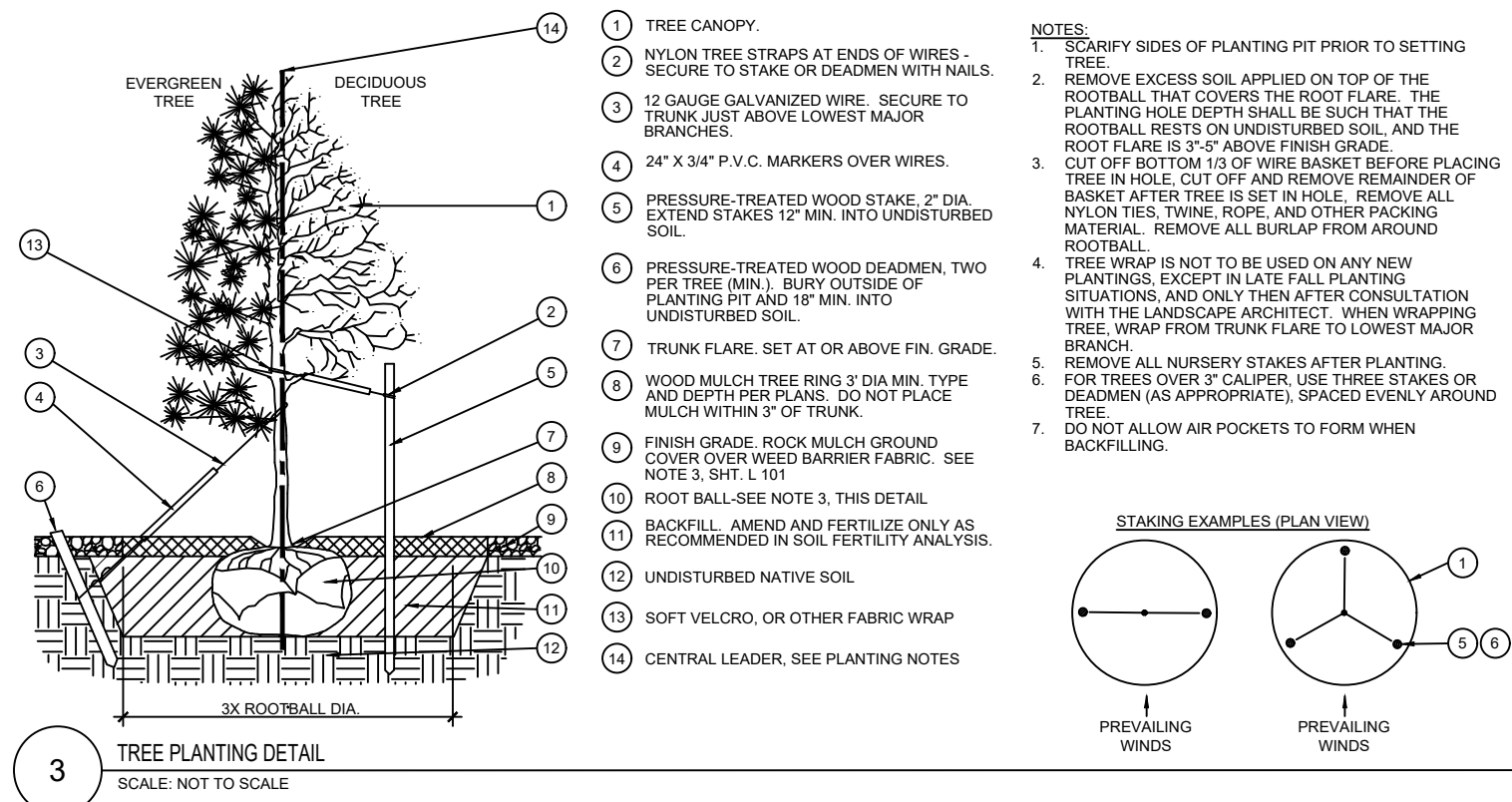
QTY	LEGEND ABBREV.	BOTANIC NAME	COMMON NAME	SIZE	CONDITION
TREES					
1	PN	Pinus nigra 'Arnold Sentinel'	Columnar Austrian Pine	3' tall	container
3	SR	Syringa reticulata	Japanese Tree Lilac	2" cal.	container
PERENNIALS / ORNAMENTAL GRASSES					
14	CA	Calamagrostis acutifolia 'Karl Foerster'	Feather Reed Grass	2 gallon	container
3	PA	Perovskia atriplicifolia	Russian Sage	5 gallon	container

QTY	LEGEND ABBREV.	BOTANIC NAME	COMMON NAME	SIZE	CONDITION
SHRUBS					
4	AG	Amelanchier laevis	Allegheny Serviceberry	5 gallon	container
6	HP	Hesperaloe parviflora	Red Yucca	5 gallon	container
12	PO	Physocarpus O. 'Amber Jubilee'	Ninebark	5 gallon	container
8	PB	Prunus besseyi 'Pawnee Buttes'	P.B. Western Sand Cherry	5 gallon	container
90	RA	Rhus aromatica 'Grow-Low'	Grow Low Fragrant Sumac	5 gallon	container



CAUTION
UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.

LANDSCAPE PLAN
L101 SCALE 1" = 20'-0"



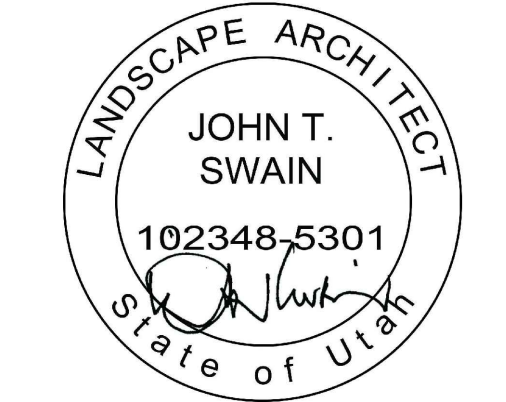
LANDSCAPE COVERAGE
5,471 SF of proposed new landscape
2,110 SF required at 50% by Orem City
3,168 SF or 58% designed landscape coverage

KEY NOTES:

- 1" rock mulch
- 2-4" rock mulch
- Drain rock on basin bottom. See Civil drawings.
- DECORATIVE BOULDERS
- Repair damage done to sod during installation of storm line and regrading for detention basin
- Install aluminum edger between planting bed/detention basin and lawn
- Existing tree, retain and protect during construction
- Replace dead tree in park strip with same tree species and original size.

Galloway

5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com



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SANDHILL GROVE
LANDSCAPE PLAN

547 W 1770 S
OREM, UT

#	Date	Issue / Description	Init.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Project No: SGV_120
Drawn By: JS
Checked By: TMB
Date: 5.23.2023



CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

L101



Item #: 3.2	Planning Commission June 21, 2023	
Prepared By: Cheryl Vargas		
Applicant: Yanqi Huang	PRELIMINARY PLAT – Approving the preliminary plat for Hidden Vale Plat C located at 1428 South 100 West in the R8 zone.	

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Posted at utah.gov/pmn

SITE INFORMATION:

- General Plan Designation: **Low Density Residential**
- Current Zone: **R8**
- Acreage: **.20**
- Neighborhood: **Lakeview**

ACTION:

The Planning Commission is the final approving body for this item.

REQUEST: The applicant requests the Planning Commission to approve the preliminary plat for Hidden Vale Plat C located at 1428 South 100 West in the R8 zone.

BACKGROUND: The applicant is proposing to plat a vacant lot located at 1428 South 100 West. This property is currently a lot of record. This is a corner lot and there is currently no structure on the lot and there are no sidewalks, curbs or gutters.

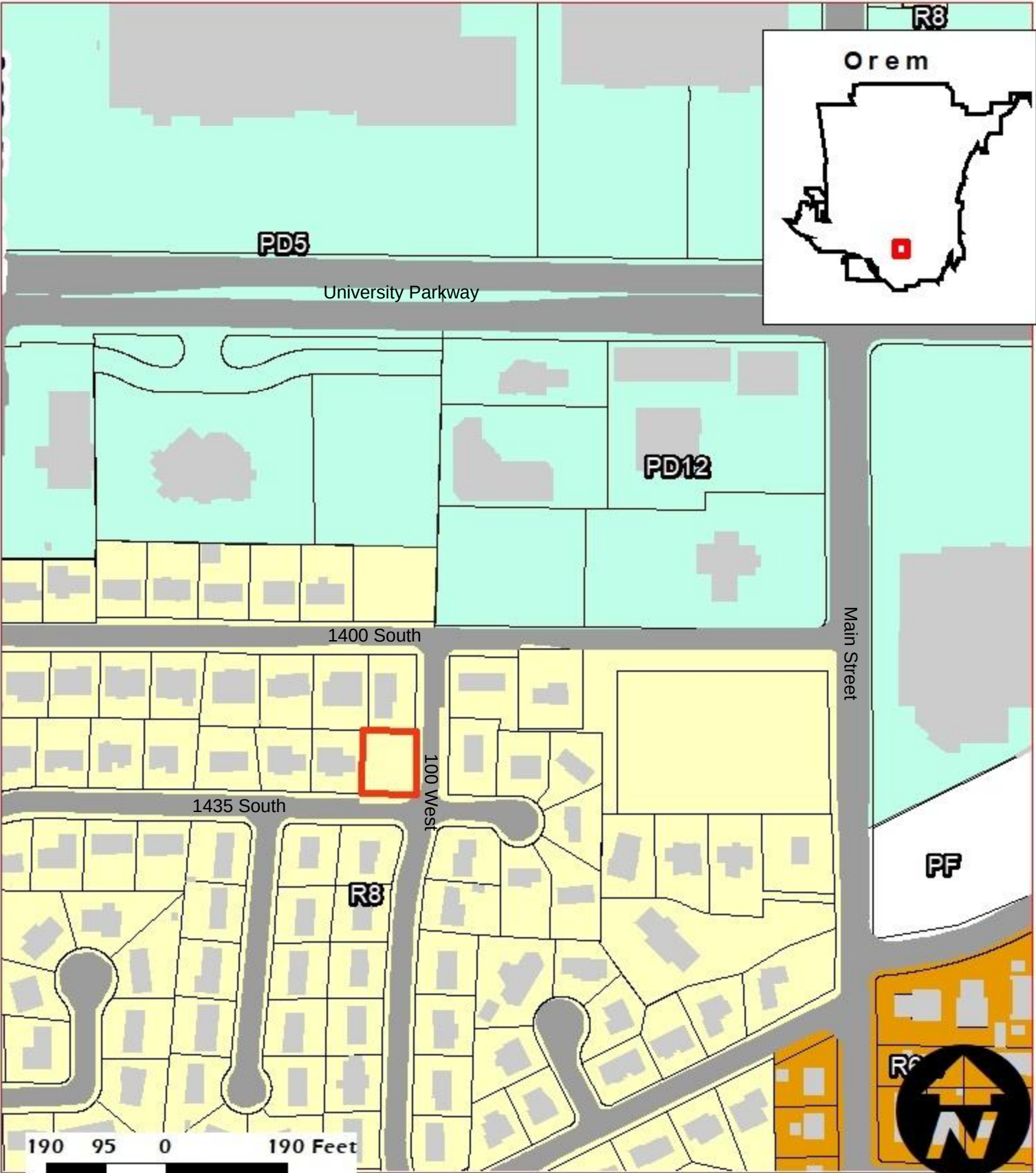
The applicant will build a new home on the lot. In addition to the home, the applicant will also install street improvements, such as curbs, gutters and sidewalks, as well as sewer and water laterals. ([17-4](#))

The lot will be eight thousand six hundred twelve (8,612) square feet, which meets the requirements for lot size in the R8 zone. ([22-6-8](#))

RECOMMENDATION: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission approve the preliminary plat for Hidden Vale Plat C located at 1428 South 100 West in the R8 zone.



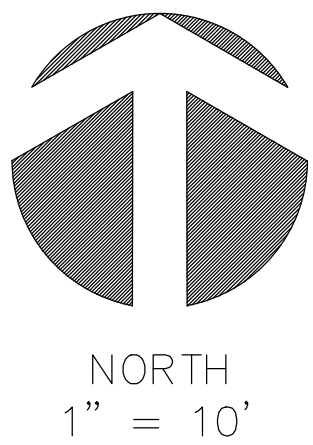
Hidden Vale Plat C



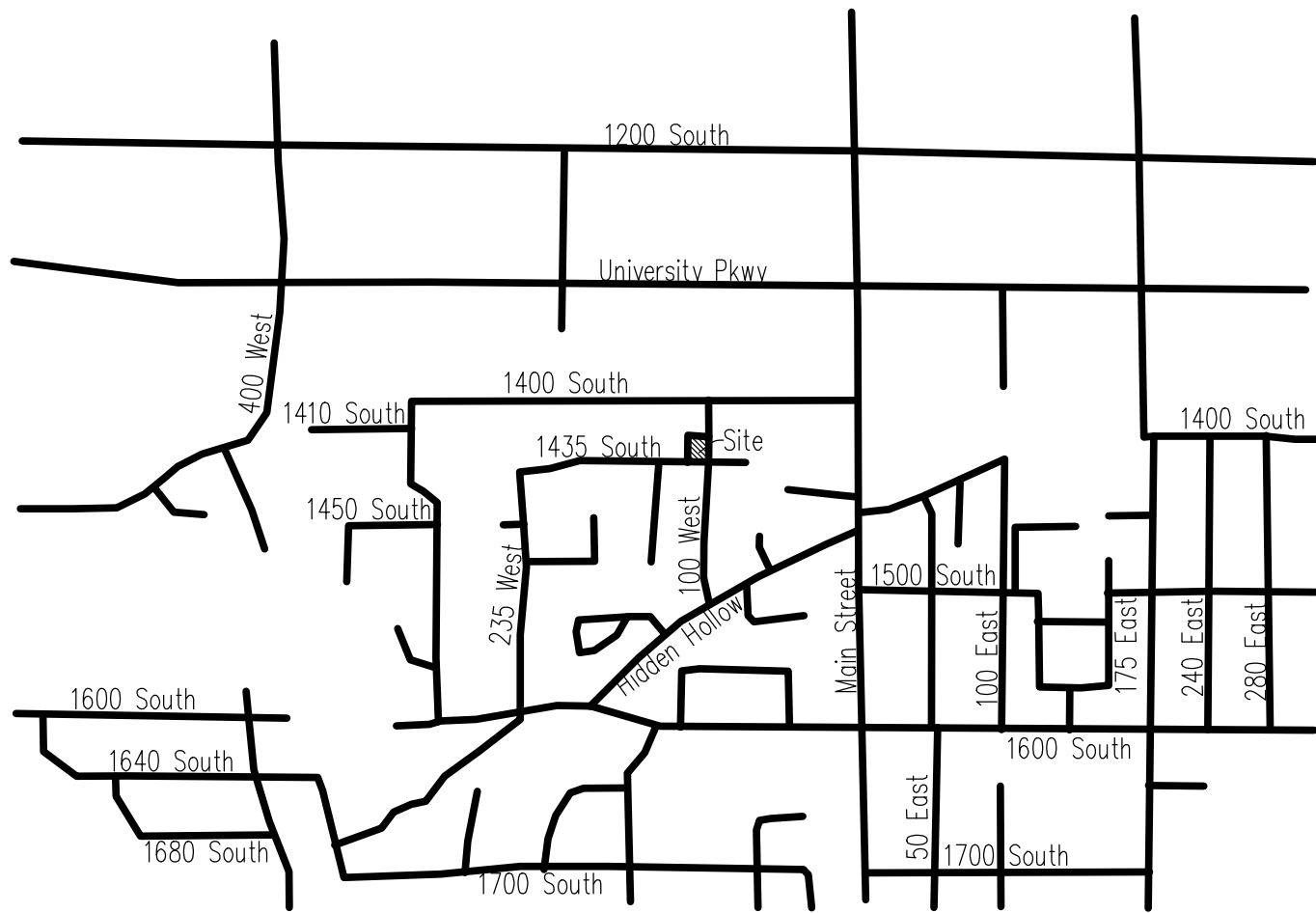
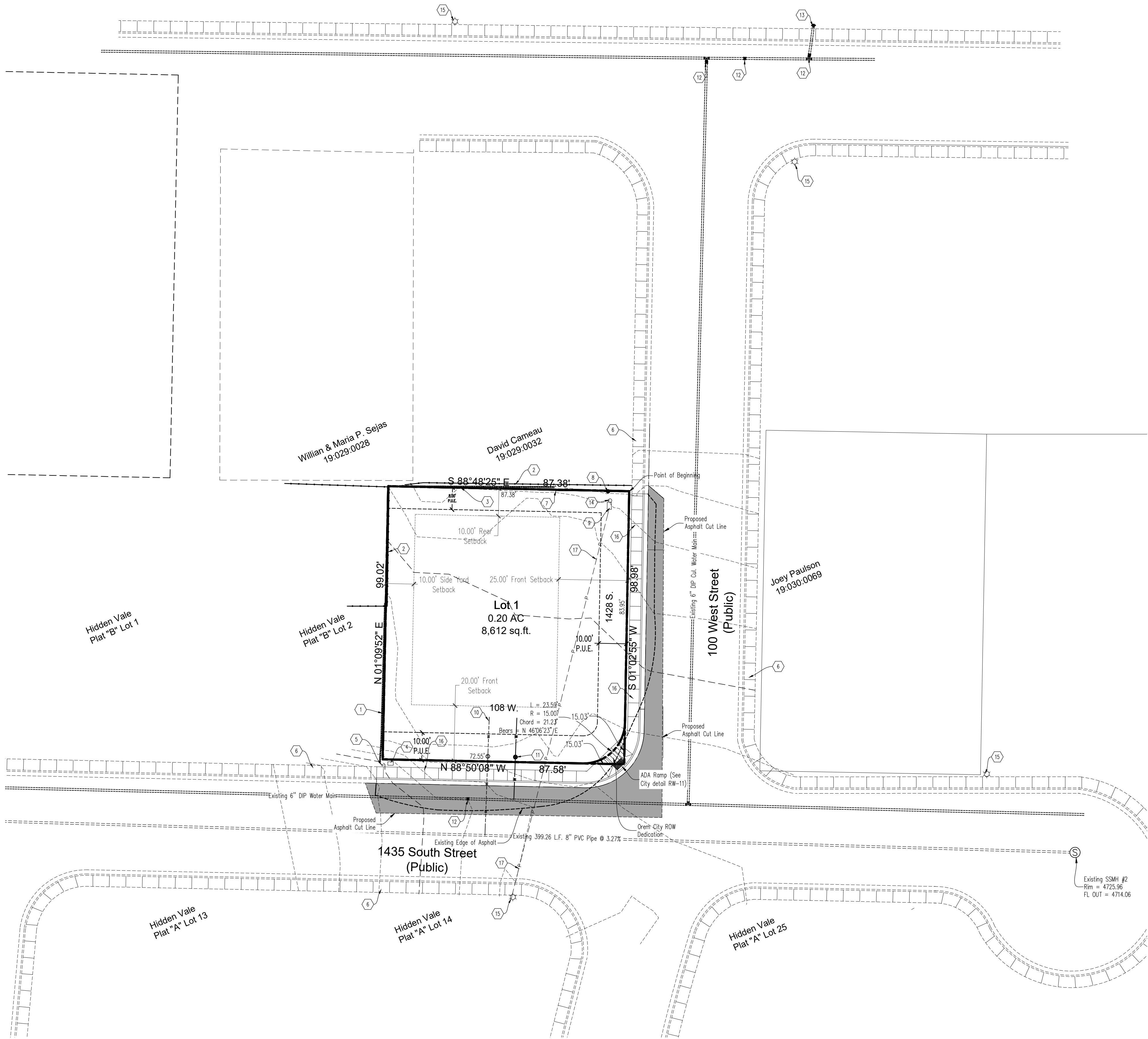
◆ Preliminary Plat
R8
.20 Acres

NEIGHBORHOOD
Lakeview

Legend
112 W 1435 South
Buildings
Parcels



Preliminary Plat



Vicinity Map

Keyed Notes:

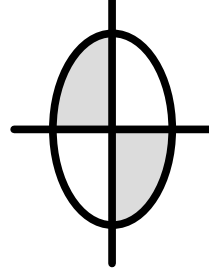
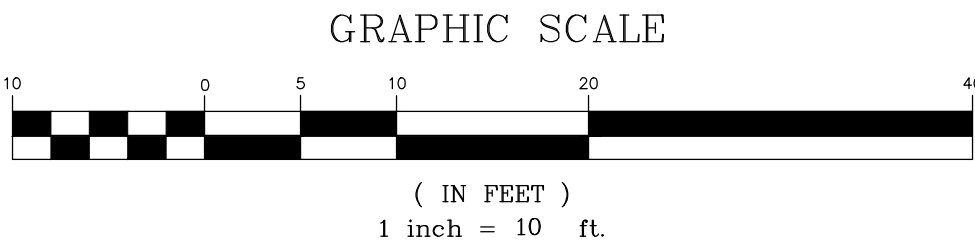
- ① Existing Block Wall to remian
- ② Existing fence to remain
- ③ Existing Concrete wall to remain
- ④ Existing 1.25x2 Utopia box to remain
- ⑤ Existing 0.5x0.5 phone box to remain
- ⑥ Existing 4' Sidewalk & 2' Curb & Gutter
- ⑦ Existing Guy Wire to remain
- ⑧ Existing Power Pole to remain
- ⑨ Existing Power box to remain
- ⑩ Existing 4" Sewer Lateral
- ⑪ Install 1" Water Meter w/ RPZ backflow assembly
- ⑫ Existing Water Valve.
- ⑬ Existing Fire Hydrant assembly with 6" valve.
- ⑭ Existing Power Meter
- ⑮ Existing Light Pole
- ⑯ Install 4' Curb, Gutter & Sidewalk
- ⑰ Existing street light power conduit will need to be relocated into new PUE

Note:

Source information from plans and markings has been combined with observed evidence of existing utilities to develop a view of those underground utilities. However lacking excavation, Blue Staking, etc. the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

Prior to construction, the contractor is to coordinate the utility locations, size, and condition for connection. Any discrepancies are to be reported to the design engineer.

Asphalt to be installed where none is existing



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Hidden Vale "C"
Preliminary Plat
Utah
Orem

Revisions

Date
3-24-2023
Scale
1" = 10'
By
BHT
Tracing No.
L - 14800

Sheet No.
C - 2.0

Know what's below. **811**
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and where possible from measurements taken in the field. The information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

Street View from 100 West



Item #: 3.3	Planning Commission June 21, 2023	
Prepared By: Makayla Wagstaff		
Applicant: Brent Neel / Holiday Oil	PUBLIC HEARING – Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.	

NOTICES:

- Posted in 2 public places
- Posted on City webpage and City hotline
- Faxed to newspapers
- E-mailed to newspapers
- Posted at utah.gov/pmn
- Noticed 138 property owners within 500 ft

SITE INFORMATION:

- General Plan Designation: **Low Density Residential**
- Current Zone: **C2**
- Acreage: **2.16**
- Neighborhood: **Lakeview**

ACTION:

The Planning Commission will forward a recommendation to the City Council.

REQUEST: The applicant requests the Planning Commission forward a recommendation to the City Council to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

BACKGROUND: In December of 2020 this property was rezoned to the C2 zone and a development agreement was approved in conjunction with that rezone. This development agreement limited the uses which could be built on this property to a gas station with a convenience store. The agreement also limited the building materials and architectural style of the building as well as the allowed operating hours for the convenience store.

The applicant is requesting to amend the development agreement from December 2020 to allow a carwash to be built on the site along with the gas station and convenience store. The amended agreement adds the option of the drive-thru at the convenience store. The proposed amended agreement also changes the materials and architectural style of the buildings on the site.

The proposed changes to the development agreement do not alter the allowed hours of operation of 5am to midnight, and the proposed carwash would also be held to these hours of operation. These are consistent with the times when the lights would be required to be dimmed on the site.

RECOMMENDATION: The Development Review Committee determined this request be forwarded to the Planning Commission and City Council for consideration. Staff recommends the Planning Commission consider a recommendation to the City Council to amend the development agreement for the property located at 1981 South Geneva Road in the C2 zone.



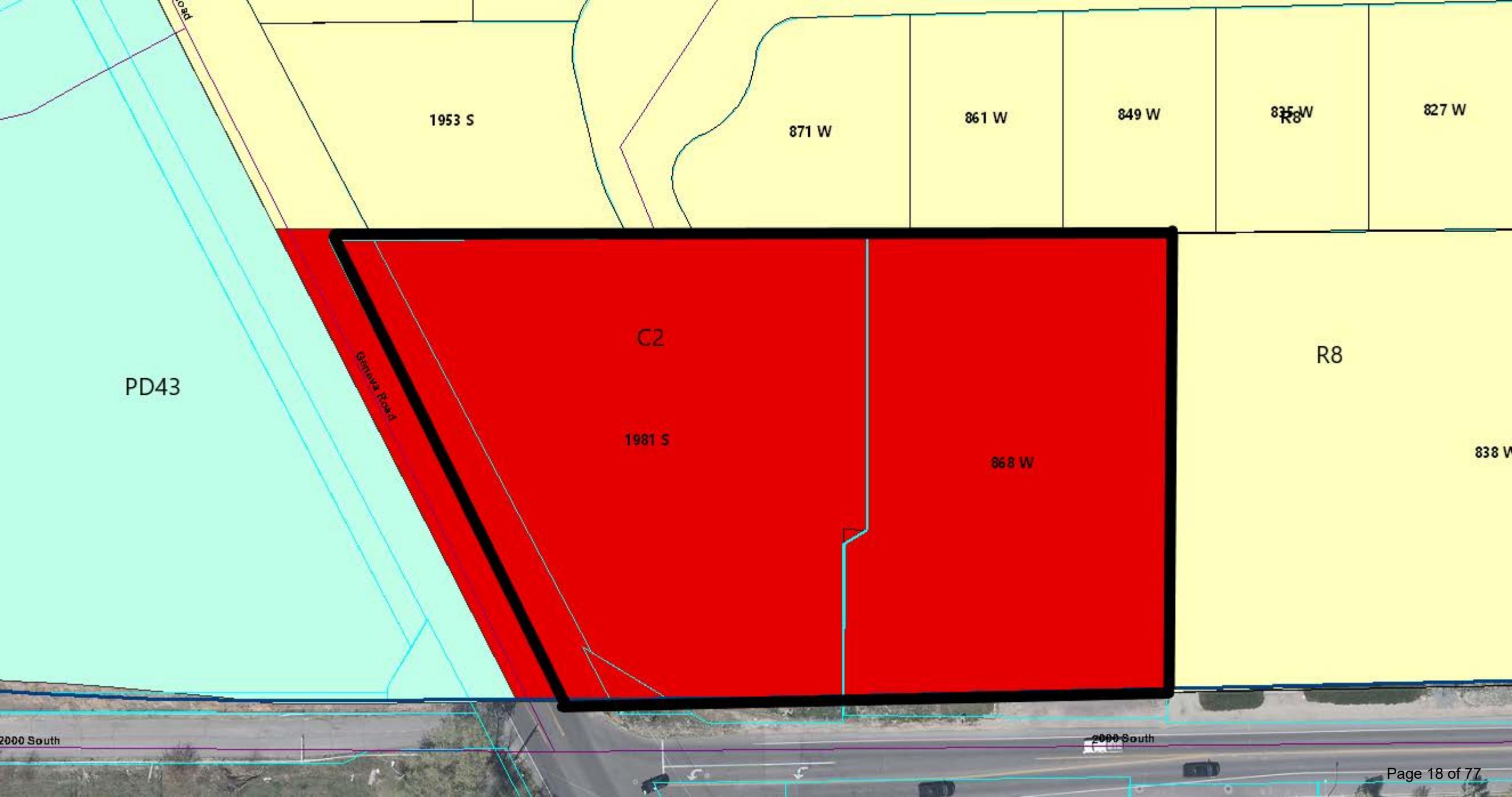
Geneva Road

1981 S

868 W

838 W

2000 South



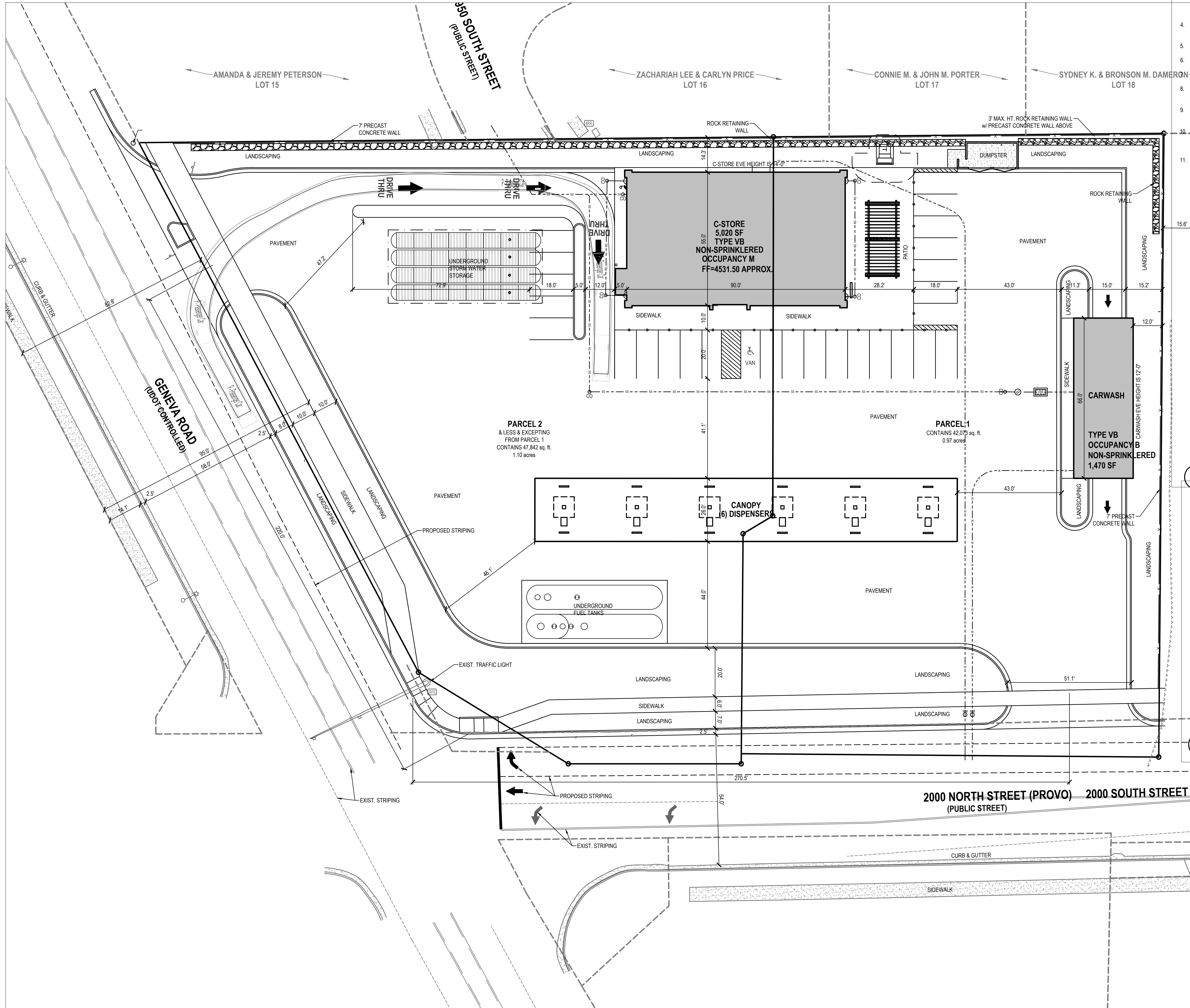
811

Know what's below.
Call before you dig.

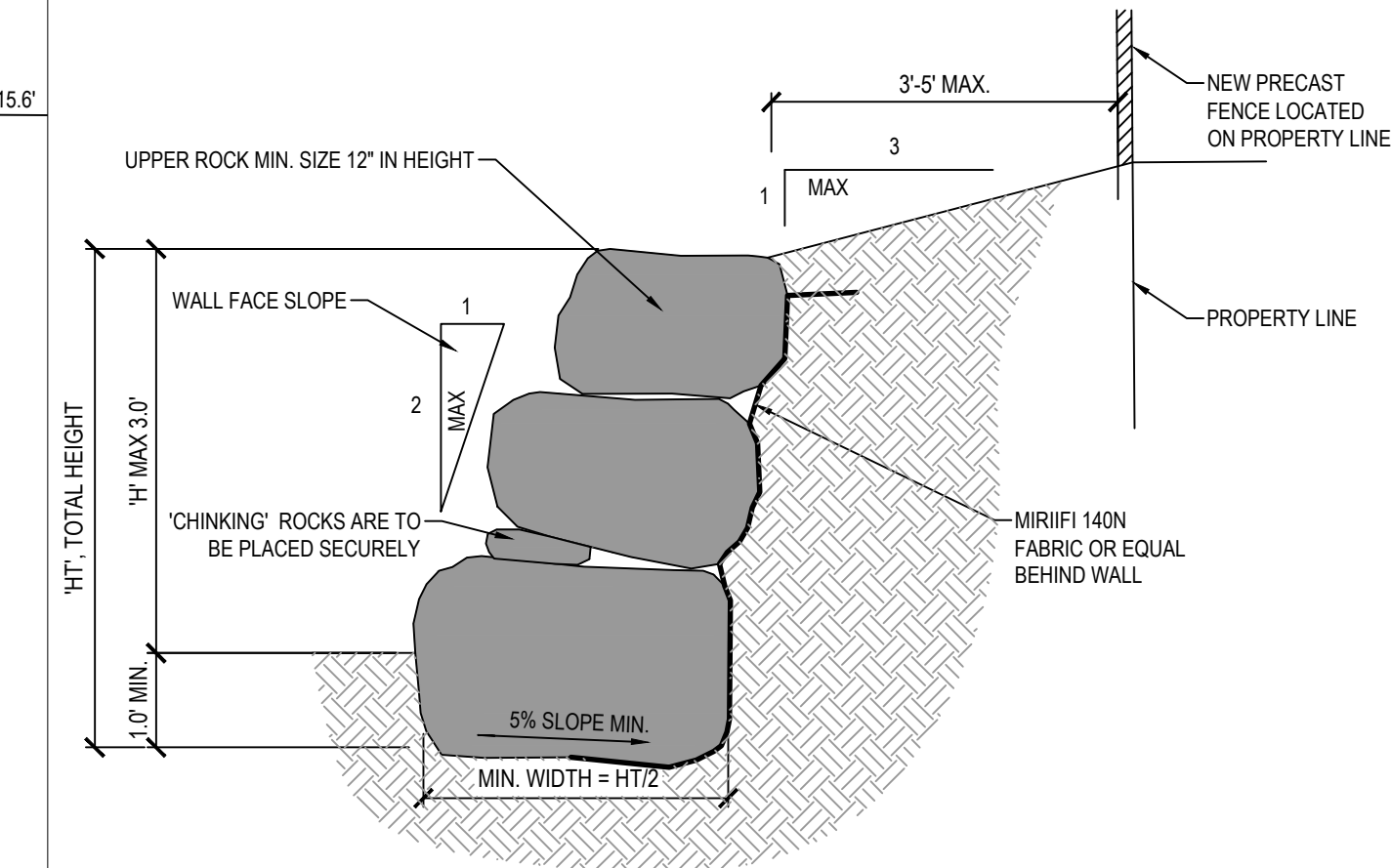
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

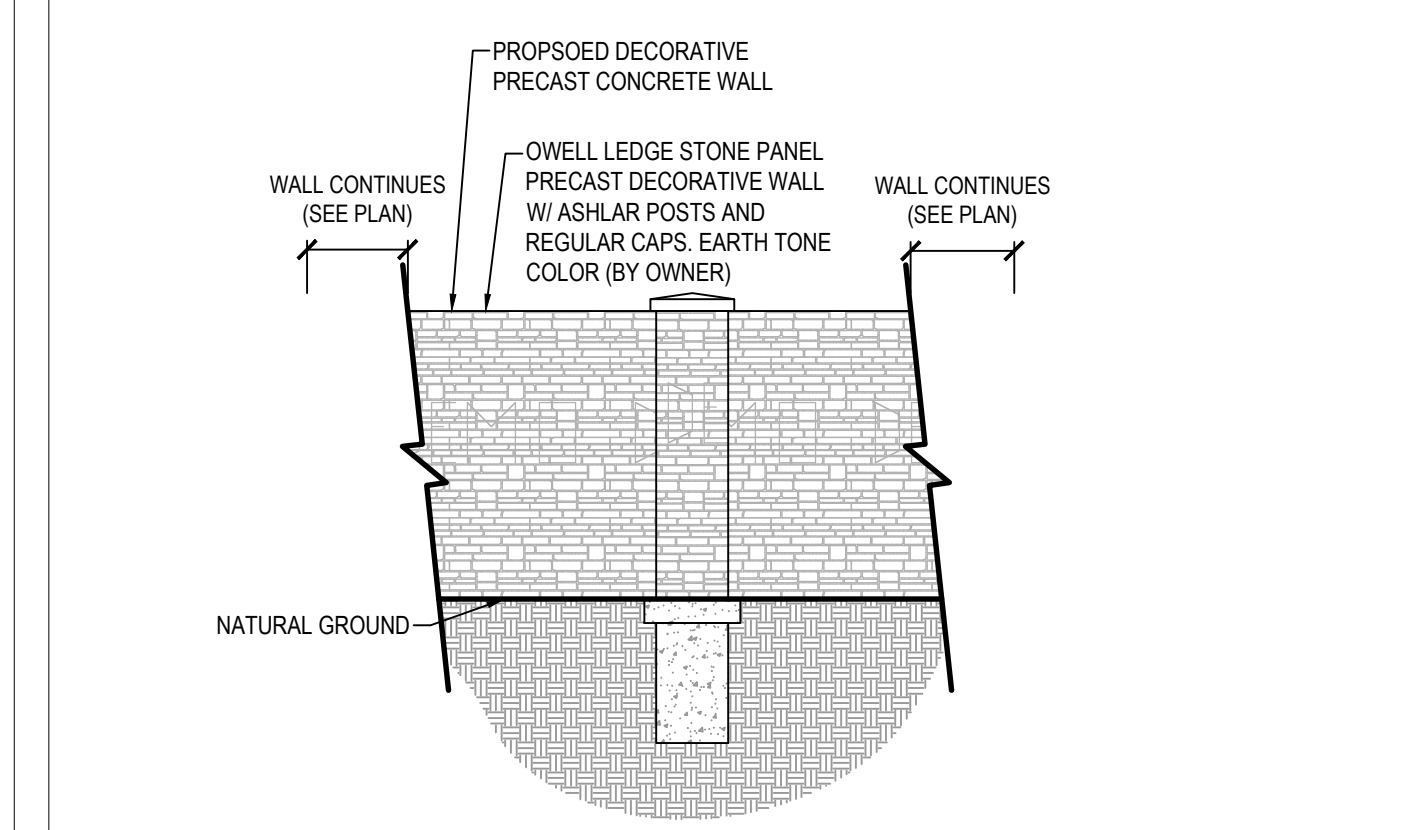
SOUTH QUARTER CORNER OF SECTION 29
TOWNSHIP 5 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4522.10'



- NOTES:
- EACH ROCK IS TO BE PLACED INDIVIDUALLY OF THE SIZE AND SHAPE SPECIFIED. ENSURE THAT EACH ROCK IS SET AND SUPPORTED BY UNDERLYING MATERIALS AND ADJACENT ROCKS. REPOSITION OR REPLACE LOOSE ROCKS.
 - UPPER ROCKS ARE TO BE SUPPORTED BY (2) ROCKS IN ROW BELOW. ROCKS ARE TO BE OFFSET SO THAT VERTICAL SEAMS ARE NOT CONSTRUCTED IN WALL.
 - PLACE BASE, FACING, AND CAP ROCKS SO THAT THEIR HEIGHT DIMENSION IS NOT GREATER THAN THEIR WIDTH. THE LONGEST DIMENSION OF THE BASE, FACING, AND CAP ROCKS IS PERPENDICULAR TO THE FACE OF ROCKERY. TYPICAL BASE DIMENSION IS 1.5 x HEIGHT OF ROCK.
 - ROCKS ARE TO BE PLACED SO THAT SLOPE BACK INTO HILLSIDE AT A MIN. OF 5%. PROVIDE 'CHINKS' AS NECESSARY BETWEEN ROCKS TO SLOPE UPPER ROCKS ADEQUATELY.
 - ALL FILL TO BE COMPACTED TO 90% MAX DRY DENSITY PLACED IN 8" LIFTS.
 - STABILITY OF TEMPORARY CUT SLOPES IS THE RESPONSIBILITY OF THE CONTRACTOR.
 - DO NOT CONSTRUCT ROCK WALLS OR SLOPES EXCEEDING THE HEIGHTS SHOWN HERE WITHOUT CONSULTING WITH ENGINEER.
 - ROCKS ARE TO BE ANGULAR TO PROVIDE ADEQUATE 'FLAT SURFACE' FOR ROCK TO ROCK CONNECTION. ROUND SHAPED ROCKS ARE NOT ACCEPTABLE.
 - ROCKS ARE TO BE QUARRIED BY NON-EXPLOSIVE METHODS. ROCKS QUARRIED BY BLASTING METHODS ARE PRONE TO CRACKING AND ARE NOT ACCEPTABLE.
 - MAINTENANCE OF ROCK-PROTECTED SLOPES WILL BE REQUIRED AS THE ROCKS SETTLE AND MOVE OVER TIME. LOCALIZED AREAS OF ROCK-PROTECTED SLOPE MAY NEED ADJUSTMENTS TO IMPROVE ROCK INTERLOCKING OVER TIME. ADEQUATE BACKFILL OR ROCK TO ROCK CONTACT SHOULD BE MAINTAINED TO PREVENT SIGNIFICANT MOVEMENT OF THE TOP ROW OF ROCKS.
 - CARE SHOULD BE TAKEN NOT TO OVER WATER THE SOIL LOCATED ABOVE AND BEHIND THE ROCK-PROTECTED SLOPES. OVER WATERING WILL LIKELY RESULT IN SOIL ERODING THROUGH THE JOINTS BETWEEN THE ROCKS. GOOD SURFACE DRAINAGE SHOULD BE PROVIDED UP-SLOPE OF THE ROCK-PROTECTED SLOPES TO DIRECT RUNOFF AWAY FROM THE ROCK PROTECTED SLOPES.



1 ROCK RETAINING WALL SCALE: NONE



1 DECORATIVE PRECAST CONCRETE FENCE - ELEVATION SCALE: NONE

NORTH

HORIZONTAL GRAPHIC SCALE

(IN FEET)

HORZ: 1 inch = 20 ft.

PARKING DATA TABLE

REQUIRED PARKING STALLS	6
STANDARD STALLS	25
HANDICAP-ACCESSIBLE STALLS	2
TOTAL STALLS PROVIDED	27
REQUIRED BICYCLE STALLS	3
BICYCLE STALLS PROVIDED	3

SITE SUMMARY TABLE

DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	51,877	58%
SIDEWALK	3,710	4%
C-STORE	5,020	6%
CARWASH	1,618	2%
CANOPY	4,524	5%
LANDSCAPING	23,166	25%
TOTAL SITE	89,915	100%

EN SIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
HOLIDAY OIL
3115 WEST 2100 SOUTH
WEST VALLEY CITY, UTAH
CONTACT:
SCOTT WAGSTAFF
PHONE: (801) 631-3434

OREM

HOLIDAY OIL

2000 SOUTH GENEVA ROAD

OREM CITY, UTAH

CONCEPT PLAN

SITE PLAN

C100

CURRENT AGREEMENT & PROPOSED CHANGES

Current Agreement:

- Dimmed Lighting from 12am (midnight) to 5am.
- Hours of Operation from 5am to 12am (midnight). No business or commercial activity will occur on the site between 12am (midnight) and 5am, except the use of fueling pumps.
- Restriction of Fuel Pumps: No more than 8 fuel pumps, no more than 16 fueling stations. Diesel is limited to small trucks/passenger vehicles. No semi trucks.

Proposed Agreement:

- Dimmed Lighting from 12am (midnight) to 5am.
- Hours of Operation from 5am to 12am (midnight). No business or commercial activity will occur on the site between 12am (midnight) and 5am, except the use of fueling pumps.
- Restriction of Fuel Pumps: No more than 8 fuel pumps, no more than 16 fueling stations. Diesel is limited to small trucks/passenger vehicles. No semi trucks.

CURRENT AGREEMENT & PROPOSED CHANGES

Current Agreement:

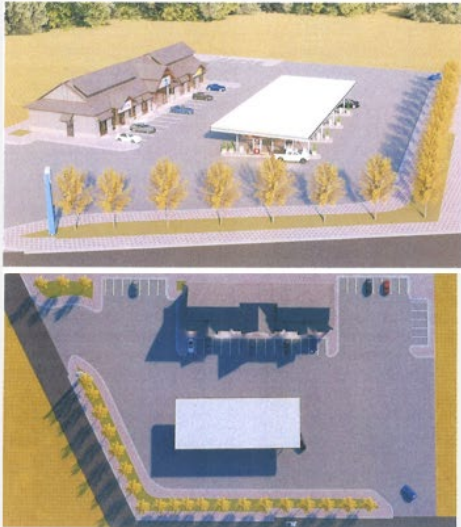
- No Carwash.

Proposed Agreement:

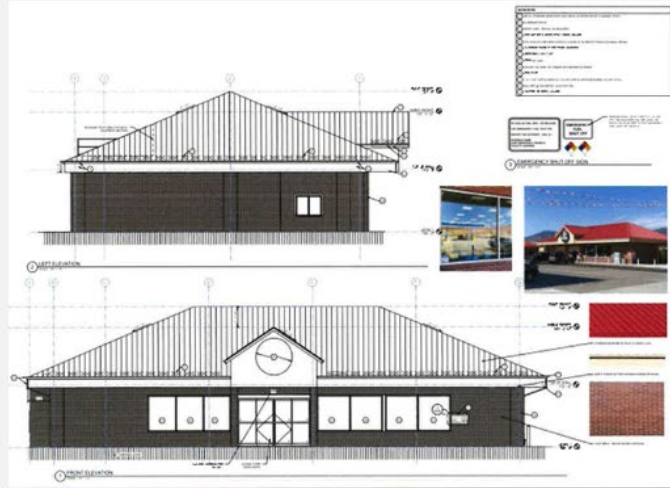
- Carwash to be constructed on-site with operational hours that match the times in which outdoor lighting will be dimmed (12am (midnight) and 5am), will be constructed to match attached drawings.
- Allow drive-thru as part of the convenience store.

CURRENT AGREEMENT & PROPOSED CHANGES

Current Agreement:



Proposed Agreement:



CURRENT AGREEMENT & PROPOSED CHANGES

Current Agreement:

Proposed Agreement:



Proposed Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this ____ day of _____ 2023, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); and the following additional individuals and entities:

1. Wagstaff Investments, LLC, a Utah limited liability company, with an address of 3115 West 2100 South, West Valley City, Utah (hereinafter referred to as "Owner" or "Developer");

RECITALS

WHEREAS Wagstaff Investments, LLC, is the owner of a parcel of property consisting of approximately 1.24 acres located at approximately 1981 South and is also the owner of a parcel of property consisting of approximately 0.96 acres located at approximately 868 West 2000 South, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0053 Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID# 19:036:0116 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Taylor Property"); and

WHEREAS the Property is currently zoned OS5; and

WHEREAS the City has approved the C2 zone in order to allow the development of a gas station on the Property as shown in the concept plan attached hereto as Exhibit "C" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed in conformance with Developer's representations, Developer, is willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Development in Conformance with Concept Plan.** The parties acknowledge and agree that the concept plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of

Developer's request to rezone the Property to C2. The Property shall be developed in substantial conformance with the concept plan, drawings and renderings attached hereto as Exhibit "C" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "C" is attached hereto and by reference is made a part hereof. However, notwithstanding anything herein to the contrary, only such signage as is allowed by City ordinances shall be allowed on the Property and the signage shown in the concept plan and drawings shall not be allowed unless it is otherwise permitted by City ordinances.

2. **Dimmed Lighting.** In order to minimize the impact of lighting on the adjoining residential properties, the lighting for the development on the Property shall be dimmed between the hours of 12:00 a.m.(midnight) and 5:00 a.m. so that only minimal security lighting is illuminated during these hours. All other lighting besides security lighting shall be dimmed to the point of zero illumination during the above hours. The impact of lighting on the Property on adjoining residential properties shall be minimized to the greatest extent possible (except for lighting essential for security). The nighttime renderings of the Project included in Exhibit "C" illustrate the nature and type of lighting that may be employed during the hours of 12:00 a.m. to 5:00 a.m.

3. **Hours of Operation.** Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 a.m except for the use and operation of the outside fuel pumps for which there is no restriction on hours of operation.

4. **Restriction on Fuel Pumps.** In order to limit the traffic to and from the Property (and therefore the impact on surrounding properties and streets), no more than eight (8) fuel pumps (16 fueling stations) may be located on the Property. In addition, any diesel fueling stations on the Property shall only be made available to small trucks and passenger vehicles. Diesel fueling shall not be made available to semi-trucks or other vehicles of a similar size.

5. Car wash will be constructed on-site with operational hours that match the times in which outdoor lighting will be dimmed (12:00a.m. (midnight) and 5:00a.m.) and will be constructed as reflected in the drawings in the attached Exhibit C.

6. **Easements.** Developer, shall convey to the City an easement for the construction, installation, operation, maintenance, repair and upgrade of water, sewer and storm sewer pipes and appurtenant facilities over, under, across and through a portion of the Property in the locations shown in Exhibit "D" which is attached hereto and by reference is made a part hereof.

7. **Agreement Considered Mitigation of Impact.** In consideration of the covenants of Developer, set forth in this Agreement, the City staff shall make a recommendation to

the Orem City Council to consider the terms of this Development Agreement as sufficient to satisfy the intent of the zoning approval for this Property. mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

8. **No Limitation on Exercise of Police Power.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

9. **Compliance With All Applicable Laws.** Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

10. **Agreement to be Recorded.** Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

11. **Indemnification.** When Owner develops the Property, Owner agrees to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

12. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

13. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this

Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

16. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

17. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

18. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

19. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

20. **Electronic Transaction and Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

CITY:

OWNER:

City of Orem
a Utah municipal corporation

By: _____
Name: _____
Its: _____

WAGSTAFF INVESTMENTS, LLC,
a Utah limited liability company

By: _____
Name: B. Scott Wagstaff
Its: Manager

EXHIBIT "A"

Commencing West 7.68 chains from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 2.14 chains; thence North 27°10' West 4.65 chains; thence North 89°53' East 4.26 chains; thence South 15.04 feet; thence North 89°29'20" East 12.72 feet; thence South 00°06' West 156.57 feet; thence South 59° West 14.28 feet; thence South 00°28'16" West 94.77 feet to beginning.

LESS AND EXCEPTING that portion conveyed by Boundary Fence Line Agreement recorded March 22, 2002 as Entry No. 32714:2002.

ALSO LESS AND EXCEPTING THE FOLLOWING:

A parcel of land in fee, being part of an entire tract situate in the Southeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah, for the construction of a signalized intersection at State Route 114 & 2000 North Street, Provo City, known at Project No. S-0114(33)4. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southerly boundary line of said entire tract and the existing Northerly right of way line of 2000 North Street, Provo City, at a point being 68.28 feet perpendicularly distant Easterly from the control line of said project at approximate Engineer Station 150+54.71, said point also being 586.81 feet North 90°00'00" West along the South line of said Section 28 from the Southeast corner of said Section 28; and running thence along said existing Northerly right of way line North 90°00'00" West 40.00 feet to a point in the existing Easterly right of way of State Highway 114, said point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 150+73.56; thence along said Easterly right of way line North 28°07'13" West 40.00 feet to a point

33.00 feet perpendicular distant Easterly from the control line of said project an approximate Engineer Station 151+13.56; thence South 59°03'36" East 68.62 feet to the point of beginning as shown on the map of said project on file in the office of the Utah Department of Transportation. (Note: Rotate above bearings 00°27'51" clockwise to equal Highway Bearings based on the Utah State Plane Coordinate System, NAD 83, Central Zone).

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DENISE GROO, ET UX. BY WARRANTY DEED RECORDED JANUARY 6, 1977, AS ENTRY NO. 719, IN BOOK 1524, AT PAGE 389 OF OFFICIAL RECORDS, SAID SOUTHWEST CORNER IS DESCRIBED AS BEING NORTH 89°31'44" WEST 341.88 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SOUTH LINE OF SAID SECTION 28, 165.0 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO KARL R. TAYLOR BY QUIT-CLAIM DEED RECORDED JUNE 17, 1939, AS ENTRY NO. 5921, IN BOOK 342, AT PAGE 597 OF OFFICIAL RECORDS; THENCE NORTH 0°28'16" EAST ALONG THE EAST LINE OF SAID TAYLOR PROPERTY 264.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°31'44" EAST 165.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID GROO PROPERTY; THENCE SOUTH 0°28'16" WEST ALONG THE WEST LINE OF SAID GROO PROPERTY 264.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE WEST 6' 3" OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SECTION LINE 341.88 FEET (104.21 METERS); THENCE NORTH 0°28'16" EAST 264.00 FEET (80.47 METERS); THENCE SOUTH 89°31'44" EAST 341.88 FEET (104.21 METERS); THENCE NORTH 0°28'16" EAST 264.00 FEET (80.47 METERS); THENCE SOUTH 88°04'23" EAST 4.44 FEET (1.35 METERS); THENCE SOUTH 0°45'59" EAST PARTIALLY LONG A FENCE LINE 528.00 FEET (160.93 METERS); THENCE NORTH 89°33'59" WEST ALONG THE SECTION LINE 15.84 FEET (4.83 METERS) TO THE POINT OF BEGINNING.

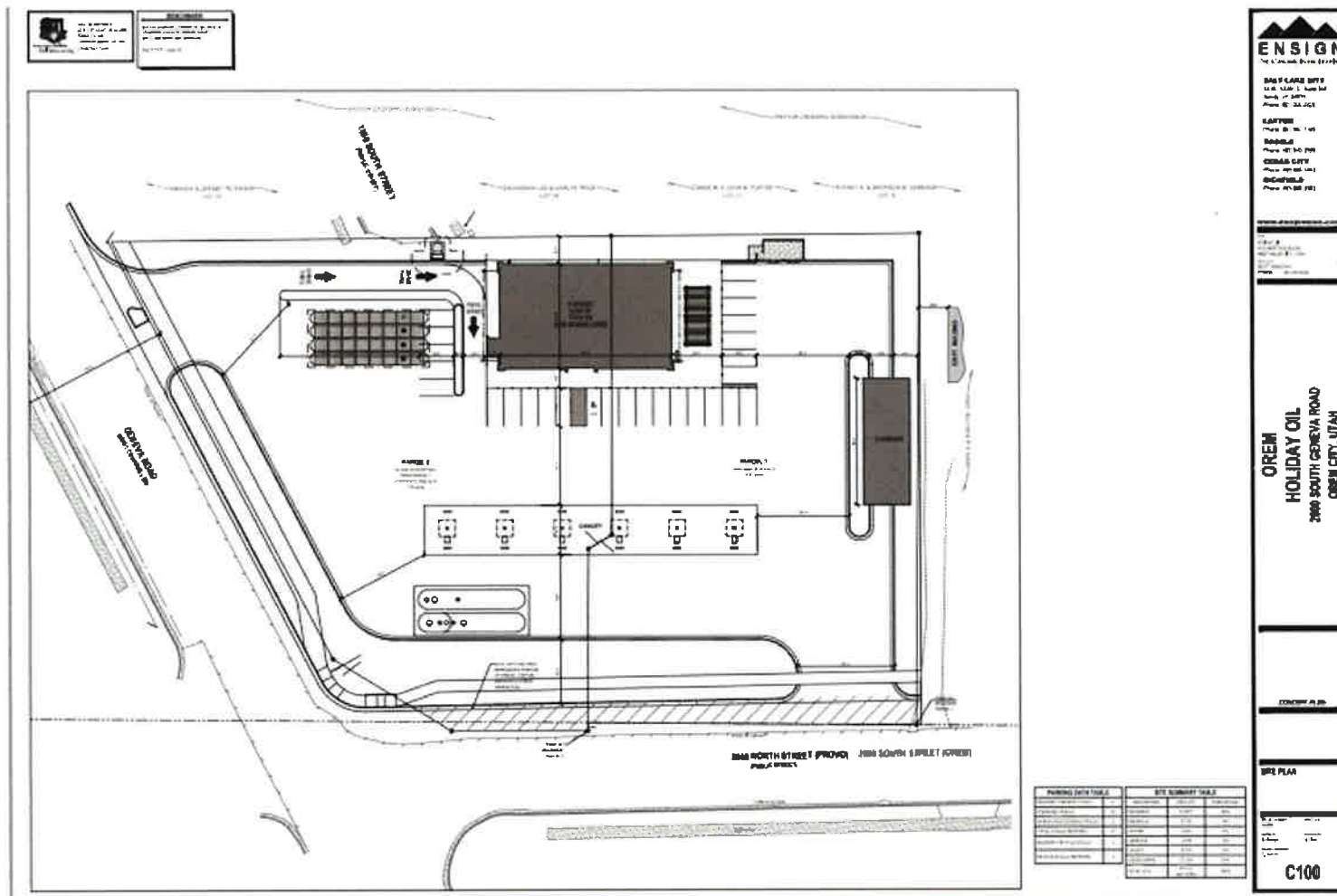
LESS AND EXCEPTING:

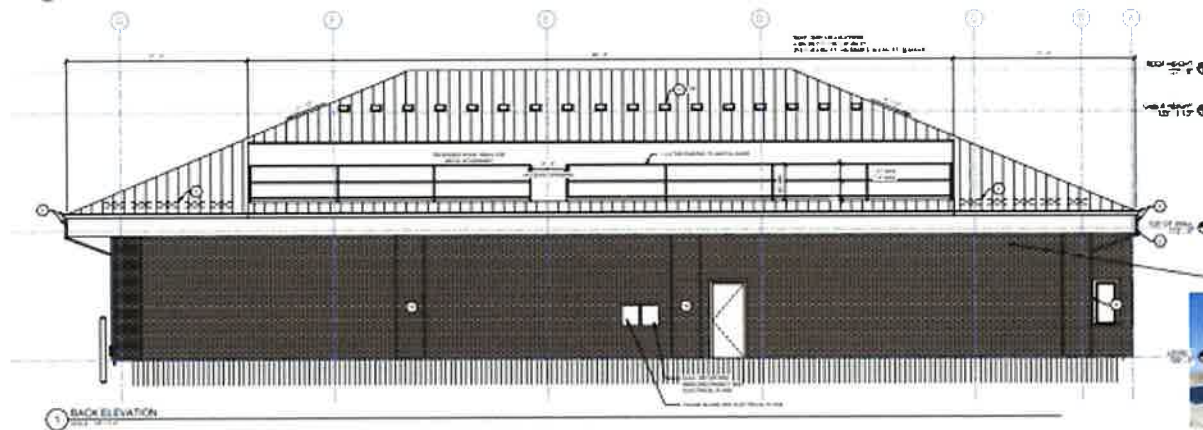
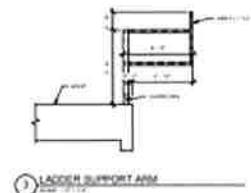
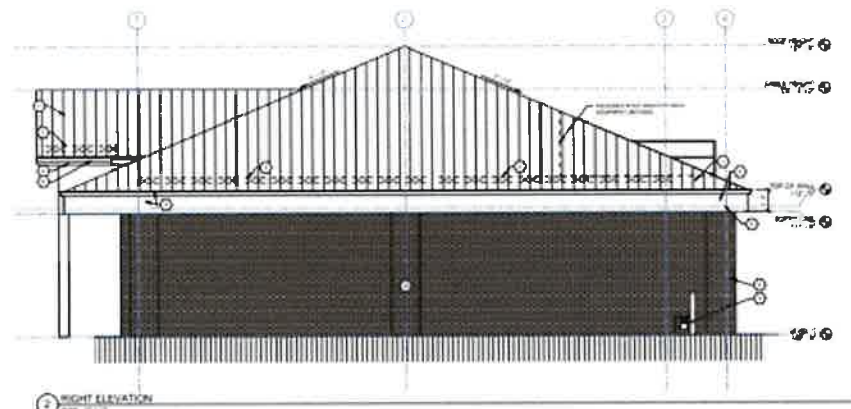
BEGINNING AT A POINT WHICH IS NORTH 89°31'44" WEST ALONG A SECTION LINE 506.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THE NORTH 89°31'44" WEST ALONG THE SECTION LINE 114.99 FEET TO THE EASTERLY LINE OF GENEVA ROAD; THENCE NORTH 28°25'53" WEST ALONG SAID EAST LINE OF GENEVA ROAD 285.08 FEET; THENCE NORTH 88°33'11" EAST ALONG A FENCE LINE 32.34 FEET; THENCE NORTH 89°29'20" EAST 230.89 FEET; THENCE SOUTH 0°06' WEST 156.57 FEET; THENCE SOUTH 59°00" WEST 13.50 FEET; THENCE SOUTH 0°28'16" WEST 91.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING NORTH OF THE LINE DESCRIBED IN THAT CERTAIN BOUNDARY FENCE LINE AGREEMENT RECORDED MARCH 22, 2002 AS ENTRY NO. 32715:2002, OF THE OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

EXHIBIT "C"



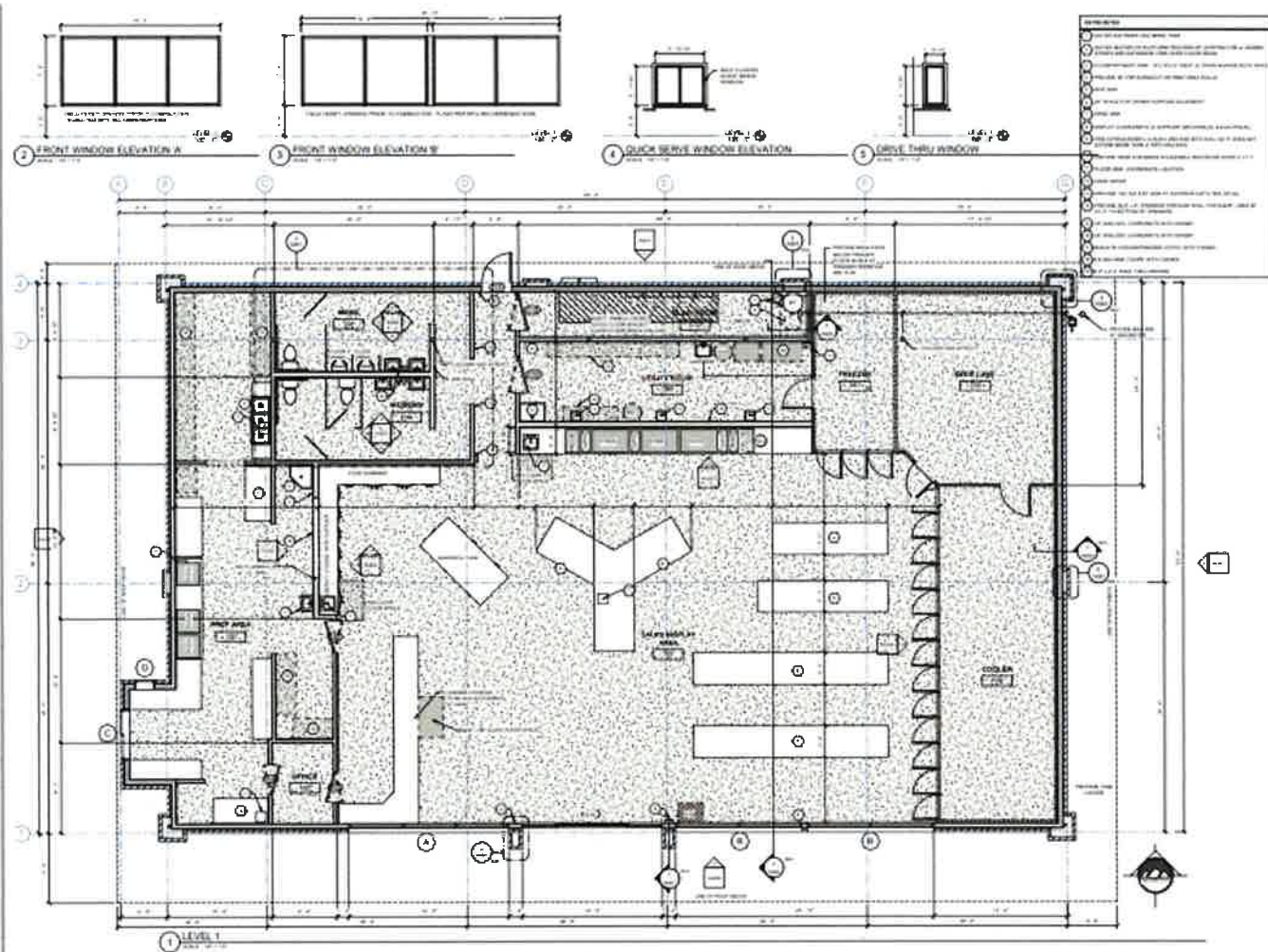


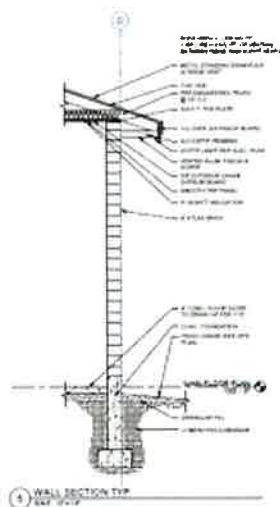
- 1. All work shall be in accordance with the latest edition of the International Building Code.
- 2. All work shall be in accordance with the latest edition of the International Fire Code.
- 3. All work shall be in accordance with the latest edition of the International Mechanical Code.
- 4. All work shall be in accordance with the latest edition of the International Plumbing Code.
- 5. All work shall be in accordance with the latest edition of the International Electrical Code.
- 6. All work shall be in accordance with the latest edition of the International Energy Conservation Code.
- 7. All work shall be in accordance with the latest edition of the International Fire and Safety Code.
- 8. All work shall be in accordance with the latest edition of the International Fire and Safety Code.
- 9. All work shall be in accordance with the latest edition of the International Fire and Safety Code.
- 10. All work shall be in accordance with the latest edition of the International Fire and Safety Code.

ENSIGN
 1000 SOUTH CREEK ROAD
 CREEK CITY, UTAH 84001
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 Fax: 435.963.1112
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EXTERIOR ELEVATIONS
 A201





DOOR SCHEDULE						
NO.	TYPE	FINISH	SWING	THRESHOLD	GLASS	COMMENTS
1	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
2	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
3	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
4	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
5	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
6	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
7	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
8	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
9	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
10	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
11	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
12	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
13	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
14	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
15	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
16	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
17	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
18	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
19	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
20	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
21	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
22	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
23	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
24	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
25	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
26	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
27	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
28	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
29	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
30	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
31	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
32	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
33	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
34	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
35	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
36	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
37	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
38	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
39	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
40	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
41	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
42	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
43	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
44	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
45	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
46	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
47	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
48	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
49	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
50	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
51	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
52	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
53	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
54	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
55	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
56	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
57	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
58	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
59	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
60	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
61	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
62	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
63	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
64	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
65	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
66	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
67	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
68	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
69	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
70	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
71	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
72	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
73	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
74	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
75	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
76	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
77	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
78	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
79	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
80	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
81	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
82	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
83	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
84	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
85	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
86	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
87	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
88	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
89	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
90	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
91	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
92	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
93	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
94	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
95	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
96	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
97	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
98	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
99	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"
100	6'0" x 8'0"	1/2" x 1/2" x 1/2"	OUT	1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"

1. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

2. DOOR SWING TO BE OUT

3. DOOR THRESHOLD TO BE 1/2"

4. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

5. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

6. DOOR TYPE TO BE 6'0" x 8'0"

7. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

8. DOOR SWING TO BE OUT

9. DOOR THRESHOLD TO BE 1/2"

10. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

11. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

12. DOOR TYPE TO BE 6'0" x 8'0"

13. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

14. DOOR SWING TO BE OUT

15. DOOR THRESHOLD TO BE 1/2"

16. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

17. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

18. DOOR TYPE TO BE 6'0" x 8'0"

19. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

20. DOOR SWING TO BE OUT

21. DOOR THRESHOLD TO BE 1/2"

22. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

23. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

24. DOOR TYPE TO BE 6'0" x 8'0"

25. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

26. DOOR SWING TO BE OUT

27. DOOR THRESHOLD TO BE 1/2"

28. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

29. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

30. DOOR TYPE TO BE 6'0" x 8'0"

31. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

32. DOOR SWING TO BE OUT

33. DOOR THRESHOLD TO BE 1/2"

34. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

35. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

36. DOOR TYPE TO BE 6'0" x 8'0"

37. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

38. DOOR SWING TO BE OUT

39. DOOR THRESHOLD TO BE 1/2"

40. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

41. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

42. DOOR TYPE TO BE 6'0" x 8'0"

43. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

44. DOOR SWING TO BE OUT

45. DOOR THRESHOLD TO BE 1/2"

46. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

47. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

48. DOOR TYPE TO BE 6'0" x 8'0"

49. DOOR FINISH TO BE 1/2" x 1/2" x 1/2"

50. DOOR SWING TO BE OUT

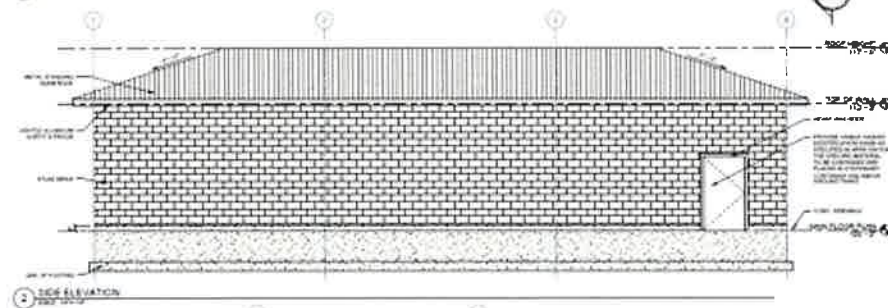
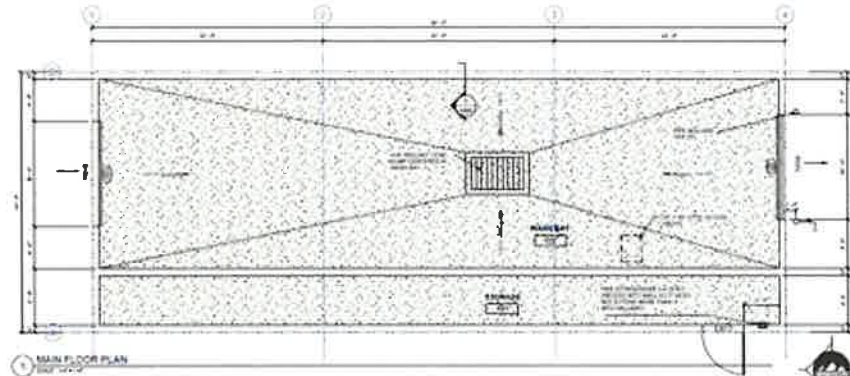
51. DOOR THRESHOLD TO BE 1/2"

52. DOOR GLASS TO BE 1/2" x 1/2" x 1/2"

53. DOOR COMMENTS TO BE 1/2" x 1/2" x 1/2"

54. DOOR TYPE TO BE 6'0" x 8'0"

55. DOOR FINISH TO BE 1/2" x 1/2" x 1/2





ENIGN
ARCHITECTS

1000 S. 1000 E. SUITE 100
SALT LAKE CITY, UT 84143
PHONE: 313.253.5555
FAX: 313.253.5555
WWW.ENIGNARCHITECTS.COM



HOLIDAY OIL
2000 SOUTH OREM
1900 SOUTH GENEVA ROAD
OREM CITY, UTAH

COMMON FLOOR PLAN & ELEV.

A600



DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this 8 day of Dec 2020 2020, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); and the following additional individuals and entities:

1. Lane Taylor and Cynthia Butler, Trustees of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007, with an address of 1981 South Geneva Road, Orem, Utah (hereinafter referred to as "Taylor");
2. Donald Kent Roberts, an individual with an address of 868 West 2000 South, Orem, Utah (hereinafter referred to as "Roberts"); and
3. Axley-Way Investments, LLC, a Utah limited liability company with its principal address of 1909 West State Road #250 Pleasant Grove, UT 84062 (hereinafter referred to as "Developer").

RECITALS

WHEREAS Lane Taylor and Cynthia Butler, Trustees of the Lloyd Taylor Living Trust, as amended and restated in total on February 13, 2007, is the owner of a parcel of property consisting of approximately 1.24 acres located at approximately 1981 South Geneva Road, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:036:0116 and which is more particularly described in Exhibit "A" (hereinafter referred to as the "Taylor Property"); and

WHEREAS Donald Kent Roberts is the owner of a parcel of property consisting of approximately 0.96 acres located at approximately 868 West 2000 South, Orem, Utah which is identified on the records of the Utah County Recorder as Tax ID # 19:036:0053 and which is more particularly described in Exhibit "B" (hereinafter referred to as the "Roberts Property"); and

WHEREAS the Taylor Property and the Roberts Property are sometimes referred to hereinafter as the "Property"; and

WHEREAS Developer has a contract to purchase the Taylor Property and the Roberts Property; and

WHEREAS the Property is currently zoned OS5; and

WHEREAS Developer has filed an application with the City to rezone the Property from OS5 to the C2 zone in order to allow the development of a gas station on the Property as shown in the concept plan attached hereto as Exhibit "C" (the "Project"); and

WHEREAS in order to mitigate the potential negative impacts of the Project on neighboring property owners and to ensure that the development on the Property is constructed in conformance with Developer's representations, Developer, Taylor and Roberts are willing to enter into this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Development in Conformance with Concept Plan.** The parties acknowledge and agree that the concept plan, drawings and renderings that Developer presented to the City Council were a significant factor in the City Council's favorable consideration of Developer's request to rezone the Property to C2. The Property shall be developed in substantial conformance with the concept plan, drawings and renderings attached hereto as Exhibit "C" including, but not limited to conformance with building location, building design, layout, lighting, landscaping, elevations and building finish materials. Exhibit "C" is attached hereto and by reference is made a part hereof. However, notwithstanding anything herein to the contrary, only such signage as is allowed by City ordinances shall be allowed on the Property and the signage shown in the concept plan and drawings shall not be allowed unless it is otherwise permitted by City ordinances.

2. **Dimmed Lighting.** In order to minimize the impact of lighting on the adjoining residential properties, the lighting for the development on the Property shall be dimmed between the hours of 12:00 a.m.(midnight) and 5:00 a.m. so that only minimal security lighting is illuminated during these hours. All other lighting besides security lighting shall be dimmed to the point of zero illumination during the above hours. The impact of lighting on the Property on adjoining residential properties shall be minimized to the greatest extent possible (except for lighting essential for security). The nighttime renderings of the Project included in Exhibit "C" illustrate the nature and type of lighting that may be employed during the hours of 12:00 a.m. to 5:00 a.m.

3. **Hours of Operation.** Because of the proximity of the Property to residential uses, the hours of operation for all commercial development on the Property shall be limited to 5:00 a.m. to 12:00 a.m.(midnight). No business or other commercial activity shall take place on the Property between 12:00 a.m. to 5:00 a.m except for the use and operation of the outside fuel pumps for which there is no restriction on hours of operation.

4. **Restriction on Fuel Pumps.** In order to limit the traffic to and from the Property (and therefore the impact on surrounding properties and streets), no more than eight (8) fuel pumps (16 fueling stations) may be located on the Property. In addition, any diesel fueling stations on the Property shall only be made available to small trucks and passenger vehicles. Diesel fueling shall not be made available to semi-trucks or other vehicles of a similar size.

5. **Easements.** Developer, Taylor and Roberts shall convey to the City an easement for the construction, installation, operation, maintenance, repair and upgrade of water, sewer and storm sewer pipes and appurtenant facilities over, under, across and through a portion of the Property in the locations shown in Exhibit "D" which is attached hereto and by reference is made a part hereof.

6. **Agreement Considered Mitigation of Impact.** In consideration of the covenants of Developer, Taylor and Roberts set forth in this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property from the OS5 zone to the C2 zone.

7. **No Guarantee of Rezone.** The City makes no representation that the request of Developer to have the Property rezoned will be approved by the Orem City Council. Therefore, this Agreement shall not be binding upon Developer unless the request for a rezone of the Property to the C2 zone is approved by the Orem City Council.

8. **No Limitation on Exercise of Police Power.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

9. **Compliance With All Applicable Laws.** Nothing in this Agreement shall be deemed to relieve any person or entity who develops the Property from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

10. **Agreement to be Recorded.** Upon the approval of the rezone of the Property to the C2 zone by the Orem City Council, this Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Taylor, Roberts and Developer in the ownership or development of any portion of the Property.

11. **Indemnification.** Developer, and Taylor and Roberts, if Taylor or Roberts develop the Property, agree to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's (or its employees') own negligence or willful misconduct.

12. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation. The parties further represent that each of them

has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

13. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

16. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

17. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement.

18. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

19. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

20. **Electronic Transaction and Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

Balance of page left intentionally blank.

SIGNED and ENTERED INTO this _____ day of _____, 2020.

City of Orem, by:

James P. Davidson, Orem City Manager

ATTEST: _____
JoD' Ann Bates, City Recorder

Lane Taylor

Lane Taylor, Trustee of the Lloyd Taylor Living Trust, as
amended and restated in total on February 13, 2007

Cynthia Butler

Cynthia Butler, Trustee of the Lloyd Taylor Living Trust,
as amended and restated in total on February 13, 2007

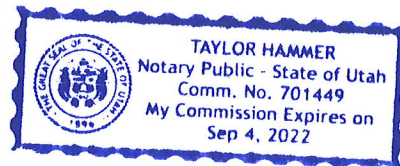
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8 day of December,
2020, by Lane Taylor and Cynthia Butler, as Trustees of the Lloyd Taylor Living Trust, as
amended and restated in total on February 13, 2007.

Taylor Hammer
NOTARY PUBLIC



Donald Kent Roberts

Donald Kent Roberts

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Donald Kent Roberts.

Constanza Cuello
NOTARY PUBLIC



Axley-Way Investments, LLC
By:

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as the _____ of Axley-Way Investments, LLC, who acknowledged that he/she signed this Agreement on behalf of Axley-Way Investments, LLC

NOTARY PUBLIC

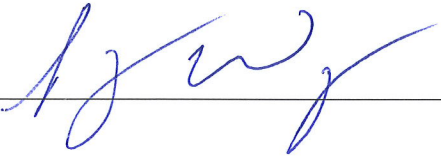
Donald Kent Roberts

STATE OF UTAH)
)
) :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Donald Kent Roberts.

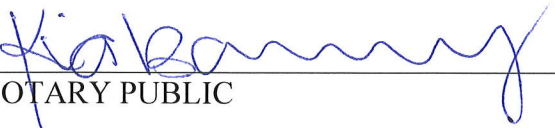
NOTARY PUBLIC

Axley-Way Investments, LLC
By:



STATE OF UTAH)
)
) :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Arnim Way as the Manager of Axley-Way Investments, LLC, who acknowledged that he/she signed this Agreement on behalf of Axley-Way Investments, LLC



NOTARY PUBLIC



EXHIBIT "A"

Commencing West 7.68 chains from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 2.14 chains; thence North 27°10' West 4.65 chains; thence North 89°53' East 4.26 chains; thence South 15.04 feet; thence North 89°29'20" East 12.72 feet; thence South 00°06' West 156.57 feet; thence South 59° West 14.28 feet; thence South 00°28'16" West 94.77 feet to beginning.

LESS AND EXCEPTING that portion conveyed by Boundary Fence Line Agreement recorded March 22, 2002 as Entry No. 32714:2002.

ALSO LESS AND EXCEPTING THE FOLLOWING:

A parcel of land in fee, being part of an entire tract situate in the Southeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah, for the construction of a signalized intersection at State Route 114 & 2000 North Street, Provo City, known as Project No. S-0114(33)4. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southerly boundary line of said entire tract and the existing Northerly right of way line of 2000 North Street, Provo City, at a point being 68.28 feet perpendicularly distant Easterly from the control line of said project at approximate Engineer Station 150+54.71, said point also being 586.81 feet North 90°00'00" West along the South line of said Section 28 from the Southeast corner of said Section 28; and running thence along said existing Northerly right of way line North 90°00'00" West 40.00 feet to a point in the existing Easterly right of way of State Highway 114, said point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 150+73.56; thence along said Easterly right of way line North 28°07'13" West 40.00 feet to a point 33.00 feet perpendicular distant Easterly from the control line of said project at approximate Engineer Station 151+13.56; thence South 59°03'36" East 68.62 feet to the point of beginning as shown on the map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°27'51" clockwise to equal Highway Bearings based on the Utah State Plane Coordinate System, NAD 83, Central Zone).

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DENIS E. GROO, ET UX. BY WARRANTY DEED RECORDED JANUARY 6, 1977, AS ENTRY NO. 719, IN BOOK 1524, AT PAGE 389 OF OFFICIAL RECORDS, SAID SOUTHWEST CORNER IS DESCRIBED AS BEING NORTH 89°31'44" WEST 341.88 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SOUTH LINE OF SAID SECTION 28, 165.0 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO KARL R. TAYLOR BY QUIT-CLAIM DEED RECORDED JUNE 17, 1939, AS ENTRY NO. 5921, IN BOOK 342, AT PAGE 597 OF OFFICIAL RECORDS; THENCE NORTH 0°28'16" EAST ALONG THE EAST LINE OF SAID TAYLOR PROPERTY 264.0 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°31'44" EAST 165.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID GROO PROPERTY; THENCE SOUTH 0°28'16" WEST ALONG THE WEST LINE OF SAID GROO PROPERTY 264.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE WEST 6' 3" OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'44" WEST ALONG THE SECTION LINE 341.88 FEET (104.21 METERS); THENCE NORTH 00°28'16" EAST 264.00 FEET (80.47 METERS); THENCE SOUTH 89°31'44" EAST 341.88 FEET (104.21 METERS); THENCE NORTH 00°28'16" EAST 264.00 FEET (80.47 METERS); THENCE SOUTH 88°04'23" EAST 4.44 FEET (1.35 METERS); THENCE SOUTH 00°45'59" EAST PARTIALLY LONG A FENCE LINE 528.00 FEET (160.93 METERS); THENCE NORTH 89°33'59" WEST ALONG THE SECTION LINE 15.84 FEET (4.83 METERS) TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT WHICH IS NORTH 89°31'44" WEST ALONG A SECTION LINE 506.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THE NORTH 89°31'44" WEST ALONG THE SECTION LINE 114.99 FEET TO THE EASTERLY LINE OF GENEVA ROAD; THENCE NORTH 28°25'53" WEST ALONG SAID EAST LINE OF GENEVA ROAD 285.08 FEET; THENCE NORTH 88°33'11" EAST ALONG A FENCE LINE 32.34 FEET; THENCE NORTH 89°29'20" EAST 230.89 FEET; THENCE SOUTH 0°06' WEST 156.57 FEET; THENCE SOUTH 59°00" WEST 13.50 FEET; THENCE SOUTH 0°28'16" WEST 91.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING NORTH OF THE LINE DESCRIBED IN THAT CERTAIN BOUNDARY FENCE LINE AGREEMENT RECORDED MARCH 22, 2002 AS ENTRY NO. 32715:2002, OF THE OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4690 8-1-16

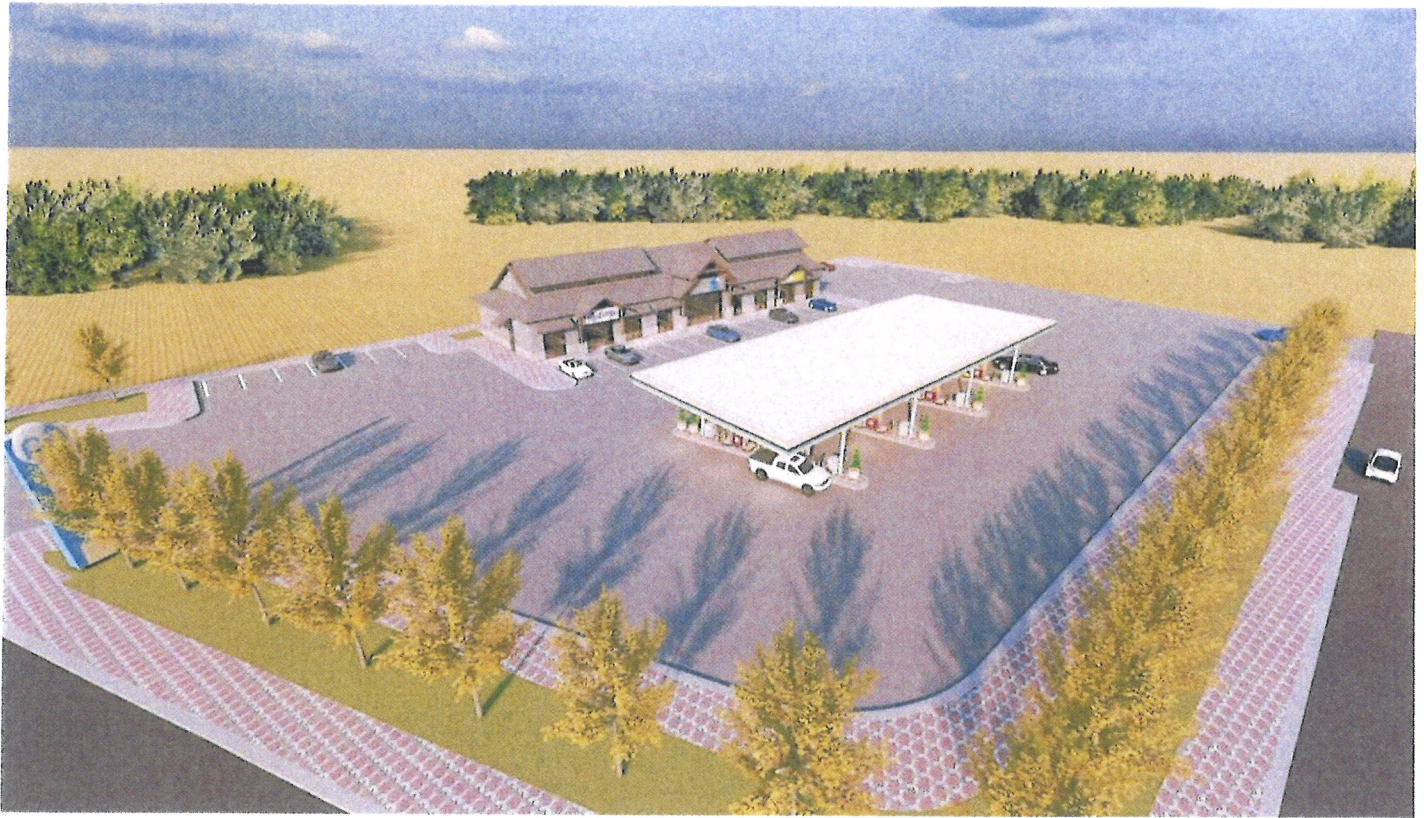
Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

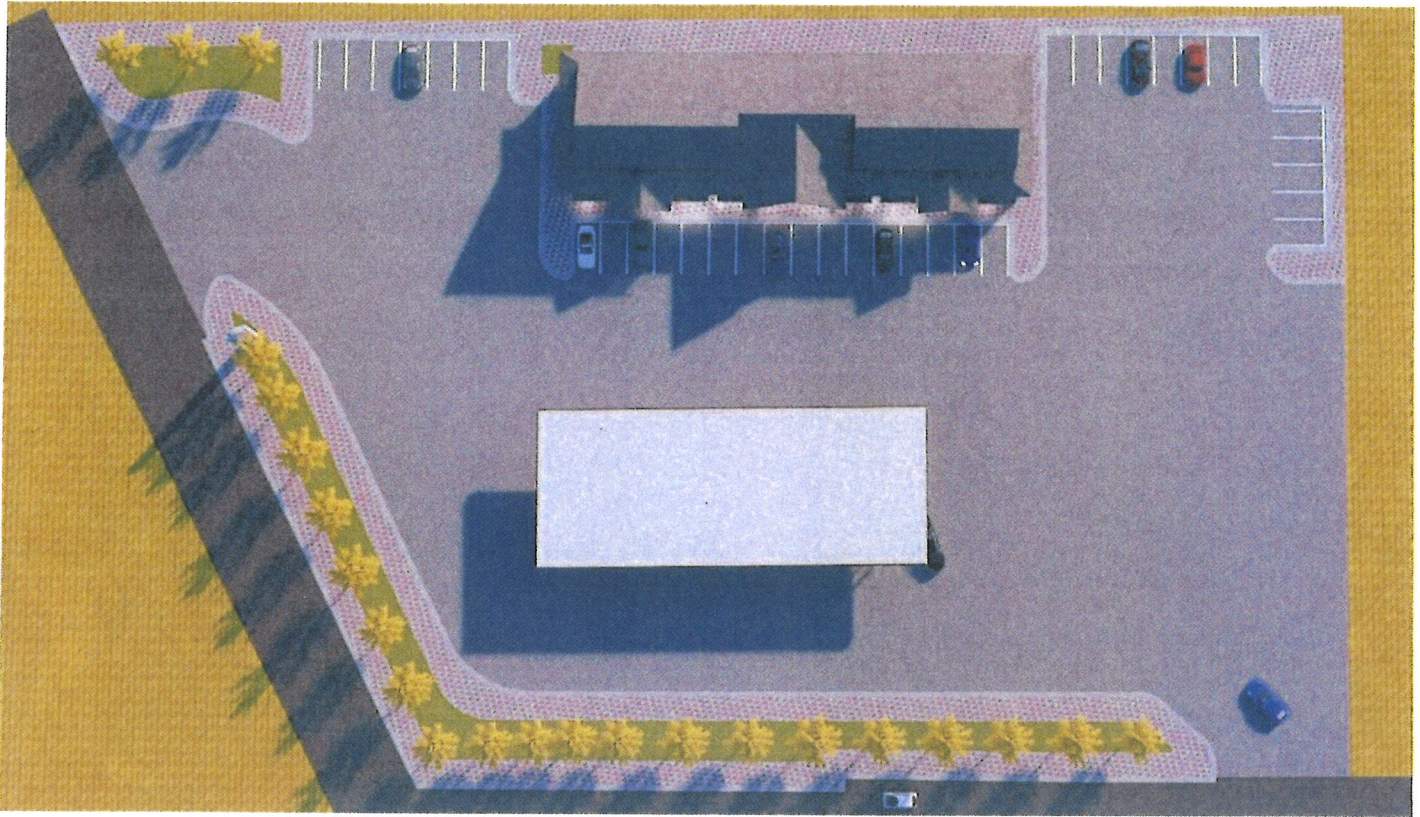
Page 10 of 11

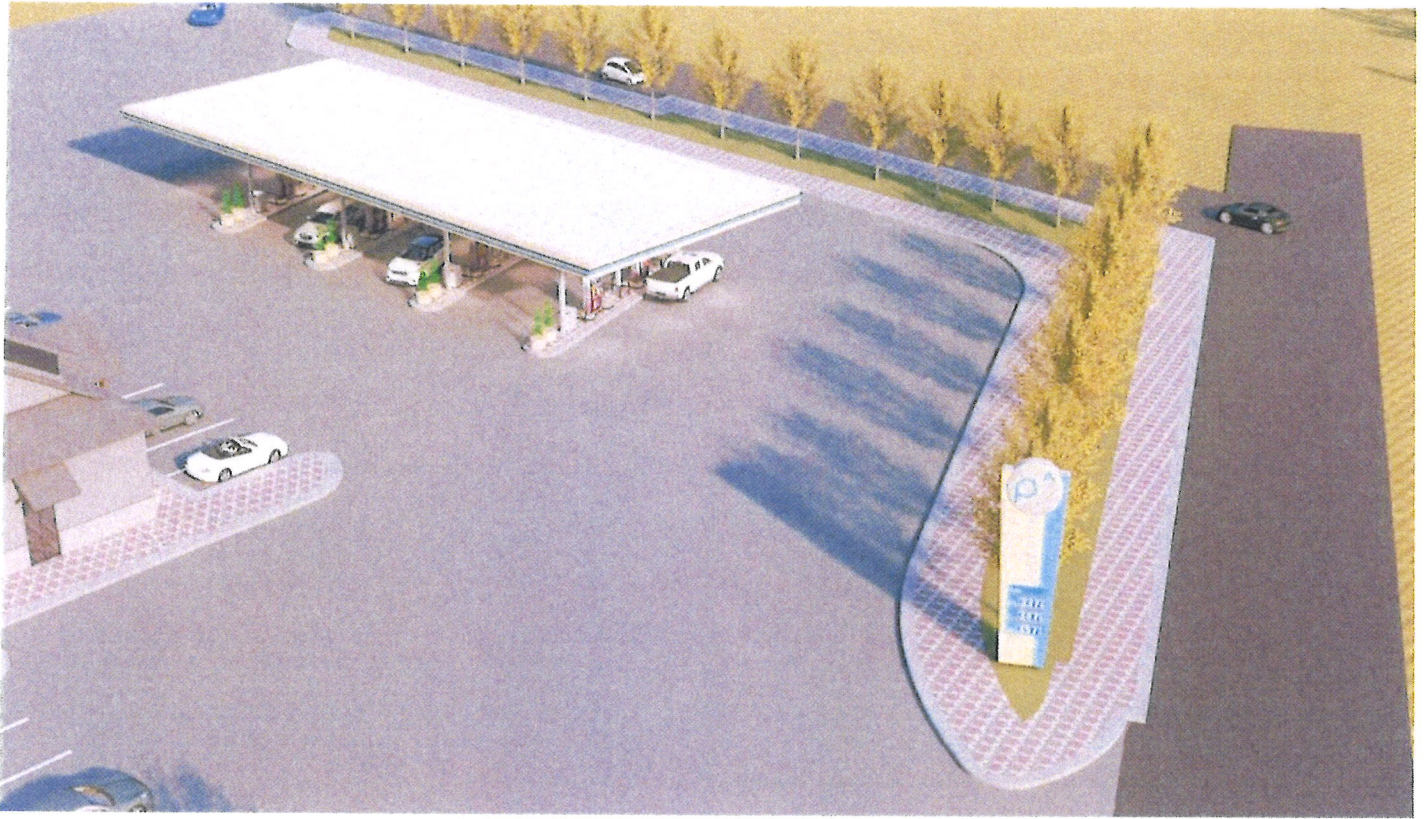
EXHIBIT “C”



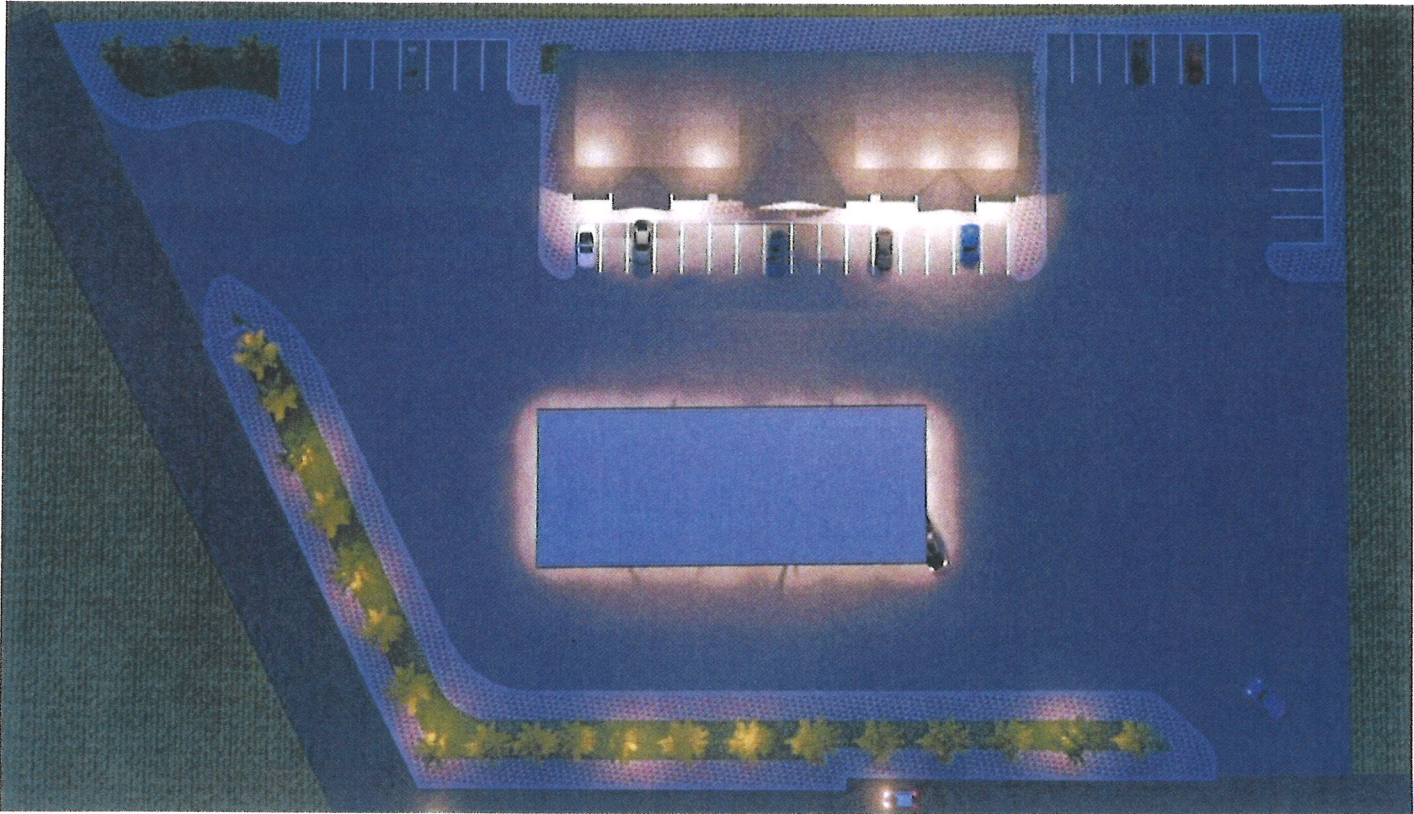






















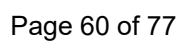




Proposed Water & Sewer Utility Alignment Thru Subject Property to East Property

LANDSCAPE

PUMPS





City Council Chambers, 56 N State Street

***** IMPORTANT DEVELOPMENT NOTICE *****

PUBLIC HEARING - Amending the development agreement for the property located at 1981 South Geneva Road in the C2 zone.

The applicant is requesting to amend the development agreement for this site to allow a carwash in addition to the gas station and convenience store, which are already allowed per the development agreement. As well as to amend the architectural features which are allowed per the agreement.

Additional information can be viewed on orem.org/planning under the "Current Planning (Public Hearing Notices)" tab.

CHOWDHARY, PRATAPRAI R & KIRAN B
3465 W 11TH LOOP A
WESTMINSTER, CO 80031

Planning Commission
Wed, Jun 21, 2023
4:30 pm



City Council Chambers, 56 N State Street

***** IMPORTANT DEVELOPMENT NOTICE *****

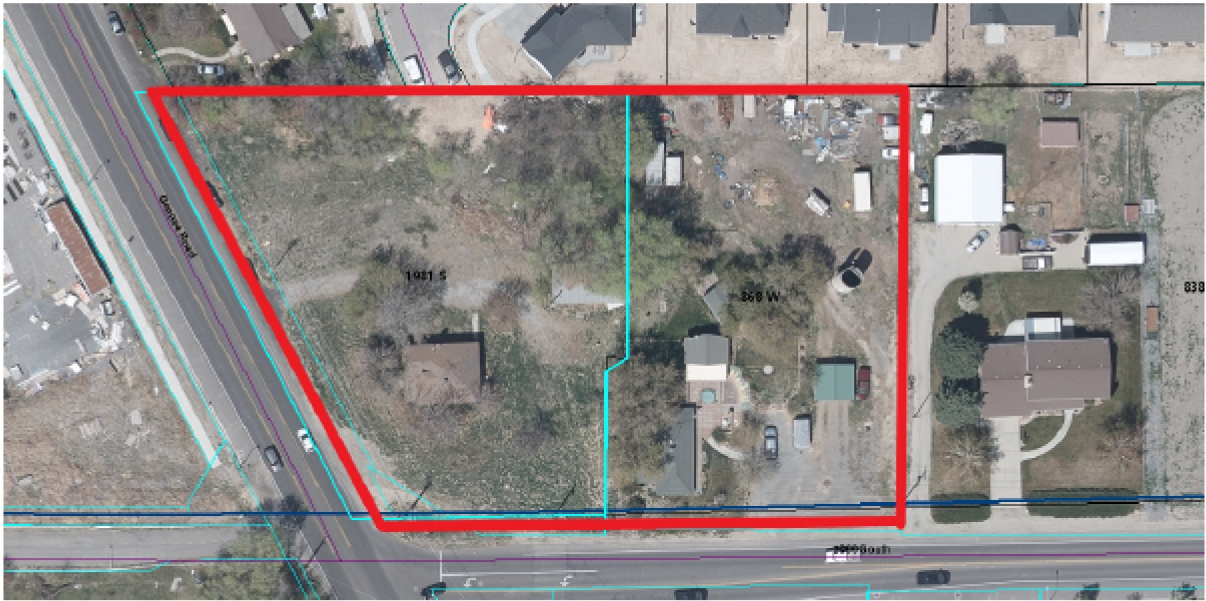
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Additional information can be viewed on orem.org/planning under the "Current Planning (Public Hearing Notices)" tab.

CHURCH, MATTHEW J & MELISSA K (ET AL)
5501 W 10600 N
HIGHLAND, UT 84003

Planning Commission
Wed, Jun 21, 2023
4:30 pm



orem.org/planning under "Current Planning (Public Hearing Notices)" tab



orem.org/planning under "Current Planning (Public Hearing Notices)" tab

UTAH DEPARTMENT OF
TRANSPORTATION
%RIGHT OF WAY FOURTH FLOOR
PO BOX 148420
SALT LAKE CITY, UT 84114

PROVO CITY CORPORATION
PO BOX 1859
PROVO, UT 84603

WAGSTAFF INVESTMENTS LLC
PO BOX 367
PANGUITCH, UT 84759

JAMES HAWKES
55 WEST 500 SOUTH
OREM, UT 84058

BRINKERHOFF, WALTER A & CONI JO
(ET AL)
70 BIG MEADOW LN
LOVELOCK, NV 89419

COMMON AREA
100 E CENTER ST
PROVO, UT 84606

HELENA KLEINLEIN
103 WEST 2170 SOUTH
OREM, UT 84058

JEFF LAMBSON
156 E 1060 N
OREM, UT 84057

DAVE YOUNG
173 S COUNTRYSIDE LANE
OREM, UT 84058

MILLHAVEN CONSTRUCTION LLC
272 W 200 N STE 100
LINDON, UT 84042

LANAE MILLETT
288 W 1500 N
OREM, UT 84057

PROVO CITY
351 W CENTER ST
PROVO, UT 84601

PETERSON, JEREMY & AMANDA
459 W 1840 S
OREM, UT 84058

THOMAS MACDONALD
489 NORTH PALISADES DR
OREM, UT 84097

HEATON, GERRY L & KAYE B
501 W MAIN CANYON RD
WALLSBURG, UT 84082

GENEVA ROAD 44 LLC
519 W STATE ST STE 202
PLEASANT GROVE, UT 84062

DEBBY LAURET
641 S 1920 W
OREM, UT 84059

MADELINE KOMEN
653 W. 1360 NORTH
OREM, UT 84057

BROWN, BARRY E & LINDA B (ET AL)
782 W 2000 S
OREM, UT 84058

VARGAS, LEANDRO DAVID & ALISSA
KITCHEN
819 W 1950 S
OREM, UT 84058

PULHAM, KURT TERRY
822 W 1950 S
OREM, UT 84058

TRONSON, TANNER DON (ET AL)
827 W 1950 S
OREM, UT 84058

GRIFFIN, SKYLER REED (ET AL)
830 W 1950 S
OREM, UT 84058

MORRILL, JENNIFER
835 W 1950 S
OREM, UT 84058

GROO, DENIS E & NANCY M
838 W 2000 S
OREM, UT 84058

FONG, THOMAS & SHARON
840 W 1950 S
OREM, UT 84058

DAMERON, SYDNEY K & BRONSON
M
849 W 1950 S
OREM, UT 84058

ANDERTON, PARKER (ET AL)
854 W 1950 S
OREM, UT 84058

PORTER, JOHN M & CONNIE M (ET
AL)
861 W 1950 S
OREM, UT 84058

BERNIER, ADAM & JENNY
866 W 1950 S ST
OREM, UT 84058

WAGSTAFF INVESTMENTS LLC
--OR CURRENT RESIDENT--
868 W 2000 SOUTH
OREM, UT 84058

PRICE, ZACHARIAH LEE & CARLYN
871 W 1950 S
OREM, UT 84058

SLS2 LLC
%BERRETT, CRAE
878 W 1950 S
OREM, UT 84058

CAMPBELL, TREVIN JOSEPH
890 W 1950 S
OREM, UT 84058

DAVID SPENCER
899 NORTH 550 EAST
OREM, UT 84097

MURRAY LOW
904 S. 725 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1006 W 1950 SOUTH
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1008 W 1950 SOUTH
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1014 W 1950 DS
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1018 W 1950 SOUTH
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1022 W 1950 SOUTH
OREM, UT 84058

CHOWDHARY, PRATAPRAI R &
KIRAN B
--OR CURRENT RESIDENT--
1033 W 1970 SOUTH
OREM, UT 84058

THOMPSON, BEAU
1036 W 1970 S
OREM, UT 84057

FQU HOLDINGS LLC
--OR CURRENT RESIDENT--
1037 W 1970 SOUTH
OREM, UT 84058

VINDEL, JOSUE MORENO & KELLY
MORENO
1038 W 1970 S
OREM, UT 84058

GERALD CRISMON
1069 S. 545 EAST
OREM, UT 84097

TERRY PETERSON
1125 LYNNWOOD DRIVE
OREM, UT 84097

HAYSAM SAKAR
1194 E. 1090 NORTH
OREM, UT 84097

RYAN CLARK
1405 N. 1430 WEST
PLEASANT GROVE, UT 84062

MORGAN, SANDRA C (ET AL)
1476 N LAKE SHORE DR
PROVO, UT 84604

MIKE CARPENTER
1734 NORTH 350 WEST
OREM, UT 84057

UTAH AUTISM ACADEMY
1875 S GENEVA RD
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1893 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1897 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1899 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1901 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1903 S 1030 WEST
OREM, UT 84058

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 105
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 106
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 203
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 204
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 205
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 206
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1906 N GENEVA RD UNIT# 304
PROVO, UT 84601

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1907 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1909 S 1030 WEST
OREM, UT 84058

JASON BENCH
1911 N MAIN STREET
OREM, UT 84057-2101

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1911 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1913 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1917 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1919 S 1030 WEST
OREM, UT 84058

HEATON, GERRY L & KAYE B
--OR CURRENT RESIDENT--
1921 N GENEVA RD
PROVO, UT 84601

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1921 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1923 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1927 S 1030 WEST
OREM, UT 84058

VILLAGE OF LAKEVIEW FIELDS LLC
THE
--OR CURRENT RESIDENT--
1929 S 1030 WEST
OREM, UT 84058

OYANEDEL, ANGEL PATRICIO
1929 S GENEVA RD
OREM, UT 84058

NIELSON, LINDA E
1931 N 3100 W
PROVO, UT 84601

CISNEROS, JESUS JR & CHRISTIAN A
1936 N 3100 W
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 101
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 102
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 201
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 202
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 203
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 204
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 301
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 302
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1936 N GENEVA RD UNIT# 304
PROVO, UT 84601

JOHNSON, BLAINE E
1939 N 3100 W
PROVO, UT 84601

ROYLANCE, SHAUNA L (ET AL)
1941 S 800 W
OREM, UT 84058

NORDSTROM, MACKENZIE &
TANNER
1942 N 3100 W
PROVO, UT 84601

FQU HOLDINGS LLC
1945 N 1120 W
PROVO, UT 84604

BARNEY, THOMAS & APRIL (ET AL)
1948 S 1030 W # 431
OREM, UT 84058

MOOSE, ALAN L & PAMELA C
1949 S 800 W
OREM, UT 84058

THENOT, JODY R
1953 N 3050 W
PROVO, UT 84601

FLYGARE, KELLY
1959 N 3100 W
PROVO, UT 84601

LARSEN, JENNIFER C (ET AL)
1960 S 800 W
OREM, UT 84058

MAHEDY, PAUL PATRICK & PAULA
ALICE
1963 S 800 W
OREM, UT 84058

MERRILL, SETH & BROOKE
1965 N 3050 W
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 101
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 102
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 103
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 104
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 105
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 106
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 201
PROVO, UT 84601

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1966 N GENEVA RD UNIT# 202
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1966 N GENEVA RD UNIT# 203
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1966 N GENEVA RD UNIT# 205
PROVO, UT 84601

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1966 N GENEVA RD UNIT# 206
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 301
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 302
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 303
PROVO, UT 84601

GENEVA ROAD 44 LLC
--OR CURRENT RESIDENT--
1966 N GENEVA RD UNIT# 304
PROVO, UT 84601

BAHR, DON F & VONDA P
1969 N GENEVA RD
PROVO, UT 84601

NARCISO, DAVID L JR & TATIANA H
1971 N 3100 W
PROVO, UT 84601

BACKUS, KRISTOPHER C & JILL R
1975 S 800 W
OREM, UT 84058

HERNANDEZ, GABRIELA COMPRES &
GABRIELA
1979 N 3100 W
PROVO, UT 84601

HERIFORD, HANK & AUBREY
1987 N 3100 W
PROVO, UT 84601

GERMAN, EDWARD & JEANNETTE
VARGAS
1988 N 3100 W
PROVO, UT 84601

VILLAGE OF LAKEVIEW FIELDS LLC
THE
2825 E COTTONWOOD PKWY # 500
SALT LAKE CITY, UT 84121

LAKEVIEW FIELDS HOMEOWNERS
ASSOCIATION
%ROBLES, LIZ
3089 W 1930 N
PROVO, UT 84601

JAUREGUI, JOSE ARMANDO
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PROVO, UT 84601

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WEST VALLEY CITY, UT 84119

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KIRAN B
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ALVARENGA, BORIS & JOSIE
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LEHI, UT 84043

UTAH DEPARTMENT OF
TRANSPORTATION
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SALT LAKE CITY, UT 84114

SWITZLER, AL
5082 OLD OAK LN
HIGHLAND, UT 84003

CHURCH, MATTHEW J & MELISSA K
(ET AL)
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HIGHLAND, UT 84003

BOARDWALK INDUSTRIES LLC
6955 UNION PARK CTR # 160
MIDVALE, UT 84047

HOLLAND, CINDY B (ET AL)
7107 DREAM INN LN
ROSEVILLE, CA 95747

①

②

Name

Address

Sydney Dameron
Bronson Dameron
Don + Veronica Boehr
Thomas + Sharon Fong
Alissa + Leo Vargas
Carllyn Price
Zac Price
Liam + Claire Delafeld
McClellan Dameron
Barry Brown
Linda Brown
DAVID BRETEY
Michelle Olsen
Alan Moose
Jenny BRILLER
All American
John Peltz
Linda Price
Jill Backus
KC Backus



220
24601

705

Orem Neighborhood Meeting Minutes

February 7, 2023

Location: Holiday Oil – 759 N 1500 W, Orem UT 84057

Below were the questions/concerns brought up in the neighborhood site plan review meeting:

1. Resident: Was there a notification sent just Orem residents or just to Provo residents?
 - a. Me: I received the labels from Orem City which had everyone that lived within 500'
2. Resident: What about 2 years ago. Was there a notice sent notifying the residents of the zone change?
 - a. Me: Yes, there would have been a notice sent to everyone that lived within a certain distance notifying of the zone change. However, if you were under construction and hadn't closed on your home or the County hadn't recorded your property yet, then they wouldn't have sent a notice. (a lot of these people were under construction or just moved in when the zone change took place in December 2020)
3. Resident: Why weren't we notified or why would the City allow a gas station be built on this site when residents live so close? We left California to get away from this.
 - a. Me: The property is zoned commercial, so it was approved to have commercial business on the property. There are certain types of businesses that are allowed and not allowed, but that is up the City with what is permitted within the zoning code.
4. Resident: You are not going to be able to get an access off Geneva like your site plan is showing. Someone else tried to get that and UDOT denied them.
 - a. Me: We had a UDOT pre-application meeting and they have approved the access on Geneva. We haven't submitted for a permit yet, but UDOT granted approval of the access on Geneva.
5. Resident: How much space is your building from the property line (North property line)?
 - a. Me: the site plan is showing 15'
6. Resident: The purpose of C-2 Zone is to create a buffer between residential and commercial and a 15' between my back porch and that doesn't feel like quite enough. I think that's a concern that I would raise with the City.
 - a. Me: That's where we rely on the City Staff. We submit a site plan and they review it. It goes through numerous reviews and approvals. Planning, Engineering, and building will look at the setbacks and they will provide redlines and we will update our site plan based off the redlines.
7. Resident: what is this on the map?
 - a. Me: this is an underground storm temperature. So, all the water that flows we have to retain so much water on our property before we release it into the City drainage or to UDOT's system.
8. Resident: Can you point out what everything is on the Site Plan map?
 - a. Me: I explained all the items on the Site Plan.
9. Resident: Where are you going to get water for a car wash?
 - a. Me: The City has impact fees where they calculate our water usage and we can purchase water through their fee schedule.

10. Resident: Is the car wash 24 hour service?
 - a. Me: It is. You can talk to planning commission to give approval but apply a condition on the car wash that it can only operate at certain hours.
11. Resident: Where is the trash dumpster? Is it right behind my backyard?
 - a. Me: This is just a site plan so it doesn't take in account the landscaping. We'll show a landscaping plan where we can put more trees along the property line or concentrate more trees in a certain area to block the site and meet city requirements.
12. Resident: How much acreage are you showing?
 - a. Me: It's about 2 to 2.1 acres
13. Resident: How tall is your fence?
 - a. Me: We have done 7' on other submittals and we have done 8' at other sites. It is a masonry wall which is typically required between residential and commercial properties.
14. Resident: There is a lot of difference in property lines with height difference.
 - a. Me: Again, this is just going over the site plan. We haven't created the grading plan yet for the site. I was mentioning to another neighbor that will be bringing dirt, moving dirt around and I anticipate retaining walls will be needed on our side to prevent dirt from sliding away from your properties.
15. Resident: So the black line is the property line?
 - a. Me: Yes, there are some other things we can do with additional setbacks with the dumpster and we can put limitations on times they can collect the garbage so they aren't coming at 5am. (lots of concerns about the smells from the dumpster being that close to residential property line).
16. Resident: There is a school, for autistic children, that is 850' away and the director of the school is concerned about a gas station being on this corner. People parking along Geneva and this will create more parking along Geneva.
 - a. Me: Oh, I didn't know there was a school to the North. I knew there was a school east down on 2000 south.
17. Resident: You have heard about a stop line going in at the intersection, haven't you?
 - a. Me: Where they have already started on the electrical and I would assume they would work on it again in the Spring, but that is UDOT performing the work.
18. Resident: So the City will know about the stop light and aware of your project?
 - a. Me: This meeting is the first step. After this meeting we will submit our site plan to the city to be reviewed. Then we will go to planning commission. The City Staff has to approve the site plan prior to going to Planning Commission and Planning Commission will notify everyone again for the public hearing for this project where you can voice your concerns and opinions.
19. Resident: We don't understand why C-3 zoning was rejected that offered more protection for the neighborhood and they agreed to C-2, which is to create a buffer between residential and commercial.
 - a. Me: I'm not sure with the processing of approving C-2 over C-3.
20. Resident: Have you ever built a gas station, like this, so close to residential property lines?
 - a. Me: Yes, it's more common in the Salt Lake Valley, but we have recently built next to property lines with three stores last year. (Concerned those homes weren't as nice and valuable as this neighborhood homes)

21. Resident: The property still has piping for residential utilities and if you build here, you'd have to maintain those. I think that was part of the 2020 agreement. 2020 Planning Commission told the developer "You're going to have to keep it piped that way" (residential piping).
- a. Me: I wasn't aware of the residential piping, but we'll work with the engineers to make sure we do everything according to code and work with the City.
22. Resident: Why this location?
- a. Me: As a convenience store, we try to be as convenient as possible to service people. There aren't any gas stations between Prove Center Street and University Parkway along Geneva Road. With the growth and the new high school down the street, we feel it's a great spot for a gas station.
23. Resident: This road (2000 S) gets backed up and it gets to be a big mess.
- a. Me: We found out that Orem City owns behind curb on 2000 South and Provo City operates and maintains 2000 S. The developers improve the site with road expansion in mind and will build the site with the improvements already in place or be ready to dedicate land when the time comes to widen the road(s).
24. Resident: You guys have provided the blueprint of the store, but how do we learn about the particulars of the operation? You said weekdays the store closes at what time?
- a. Me: Weekdays, 5am-11pm and Weekends 5am – 12am. C-Store is not opened 24 hours but at this time the car wash and fueling pumps are available 24/7.
25. Resident: The City will know that people are concerned about this site and this meeting tonight?
- a. Me: Yes, there is a sign in sheet for your name and address to show how many people came to the meeting. The more names on the paper will show the City how many people are concerned.
26. Resident: Would you want this (gas station) in your backyard? We have to look out our windows and we see a big gas station with a red roof. Can't we do black or white colors?
- a. Me: Operational we have a brand and market recognition for our stores. (Resident brought up McDonalds has to conform to City standards).
27. Resident: Will you allow alcohol sales?
- a. Me: Yes, we sale alcohol inside the store.
28. Resident: Will this be a Chevron store? We notice that Chevron Holiday stores have blue/white lights on the canopy and Sinclair Holiday stores have yellow/red lights.
- a. Me: We don't know if it will be Chevron or Sinclair yet. We'll send that out to bid between the two companies and then that will determine the canopy colors/lights.
29. Resident: We are concerned of the hours the dumpster will be picked up? Dumpster being slammed to the ground, doors shutting, and other people dumping items next to the dumpster like a couch/mattresses to be taken away.
- a. Me: We can work with the trash companies to put restrictions when they can empty on each site.
30. Resident: How do you address homeless people coming on the site?
- a. Me: If people are loitering, we can call the police officers and get them on future no trespassing charges. I know that was a concern with this site (800 N 15000 W) with the half-way house being just down the street, but we really don't experience many

homeless people. If it does happen, it's more in the West Valley area but we can call the police offers to remove them off the property.

31. Resident: How far away do you have to notify people with this project? There were over 40 people that showed up last time to planning commission.

a. Me: I received the mailing addresses from the City and there were about 180 people notified (it was 140 when I got back and looked).

32. Resident: Is this project a certainty?

a. Me: We own the property and at this time we are proposing and moving forward with a gas station site plan to the City. If it's not us coming in, it will more than likely be another commercial use. I don't anticipate us or anyone else selling it to a home developer because commercial prices for property are much higher than residential developers would be willing to pay.

33. Resident: So what I hear is something is going in here no matter what we do and we might as well just kiss our property values goodbye? We're either going to lose money or you lose money is what I am hearing?

a. Me: I don't know why the residential developer sold off and the person who owned the property before us got the zone changed.

b. Resident: none of us were hear yet when the zone changed. We didn't have a say because our houses were in the process of getting built.

c. Me: We want to be good neighbors and whether it's us or someone else, we won't take your concerns lightly.

d. Resident: Then give us a 8' foot masonry wall and no car wash. The car wash will keep us up all night. There are so many car washes already along Geneva Road, we don't need another car wash. Still don't know how this was able to be zoned commercial this close to homes and C2 Zoning. C2 zoning isn't meant to be for your gas station; C2 is supposed to be a buffer between commercial and residential.

34. Resident: We need more of a buffer area of landscaping between the properties. I feel this location is really out of place with residential homes so close to commercial and feel there is nothing we can do and that's not super awesome to hear to be honest.

a. Me: That's the purpose for Planning Commission. There will be a public hearing portion where they will take into consideration all of your concerns when either approving or denying the site plan.

35. Resident: So even if we go to that meeting and say it's struck down this time, maybe another year goes by is going to be another proposal, right? Because the land is so owned by you guys.

a. Me: Probably so, if it isn't us then it will be another commercial use applying.

36. Resident: Will the proposed store be this size and there this many pumps?

a. Me: Yes, the store will be very similar to this and there will be no more than six dispensers. This store has eight dispensers just because this property is much larger than the one we are discussing. Again, that's why I wanted to hold this meeting at this store to give you an idea what the building looks like and the lighting. The lights on the building are under the eaves so the lights project straight down the wall and not out toward the property line.

b. Resident: But even so I feel like this ones going to just right in our backyard.

37. Resident: Have you followed up on other locations as to how much crime increases and then we did six hours we did. That's in there. We did crime rates, air pollution, water pollution, noise, pollution. There's a study in there. Says, they don't recommend a gas station, like a gas pump within 500 feet of a residential area, which would be well, within we'd be well within that like person for like health and safety reasons.
- a. Me: (Didn't have a chance to respond. More people said stuff that couldn't be picked up on the recording. However, I have not conducted a study about the concerns they brought up. I feel you can find studies that prove all the unhealthy reasons and you can find a study there are no health concerns. Depends how much you want to dig.)
38. Resident: Can we set up an appointment with the City Planner to discuss?
- a. Me: Yes, that is what they are there for. To help and address concerns.
39. Resident: Do you have an idea when you will be resubmitting to the City?
- a. Me: I would guess within 2-3 months. Then the review process starts where we will receive feedback from the City on the site plan.
40. Resident: I know your job is hard and this is not an easy meeting for you. We're just trying to express the like and if you can imagine like oh sure buying a house at the height of the market and then having someone come in and say actually it's not going to be worth \$100,000 less than what you pay for it. That's like really terrifying and if we do stay there we're going to have kids and our kids are going to be in the backyard smelling, gas and dumpster and here and all this other stuff. And like, and I just, I just know there's some garbage that comes over the fence
- a. Me: Once we do a grading plan that will let us know how and where the retaining wall and fence will sit that will help a lot with noise, lighting, smells, etc.... but we haven't got to that point yet on the engineered plans.
41. Resident: Well, I guess we'll talk with Cheryl and then move forward.
- a. Me: Thanks for coming out.

That ended the meeting with 18-22 people. I stayed around until 7pm and right before leaving three new residents came up and started talking. One resident's (John Porter) main concern was drainage issues from the backyards. He said Orem City didn't approve the drainage for the area and puddles of water accumulate. I told him we would look at the carefully and do any kind of French drain or other drain needed to help resolve ponding issues. He also gave us a report that I'll attach as well as the report we received from Bronson & Sydney Dameron.

CITY OF OREM
DRAFT PLANNING COMMISSION MEETING MINUTES
June 7, 2023

The following items are discussed in these minutes:

- **PUBLIC HEARING** – Amending Article 22-5-3(A) and the zoning map of the City of Orem by rezoning portions of the property located generally at 883 North State Street to either the C2 zone or C3 zone and to allow SLU Code 1283 *Transitional Treatment Homes* as a permitted use in the C3 zone – Positive recommendation to City Council
- **PUBLIC HEARING** – Approval of the site plan for Maverik located at 85 West 800 North in the C2 zone - Approved

STUDY SESSION

Place: City Council Conference Room

At 4:00 p.m. Chair Komen called the Study Session to order.

Those present: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar, Planning Commission members; Cheryl Vargas and Makayla Wagstaff, Associate Planners; Grant Allen and Matt Taylor, Senior Planners; Sam Kelly, City Engineer; Gary McGinn, Legal Counsel and Terry Peterson, City Council Liaison

Those excused: Jason W. Bench, Assistant Development Services Director and Ryan L. Clark, Acting Assistant City Manager/Development Services Director

The Commission and staff briefly reviewed agenda items and minutes from the May 17, 2023 meeting and adjourned at 4:28 p.m. to the City Council Chambers for the regular meeting.

REGULAR MEETING

Place: Orem City Council Chambers

At 4:30 p.m. Chair Komen called the Planning Commission meeting to order and asked Mr. Carpenter, Planning Commission member, to offer the invocation.

Those present: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar, Planning Commission members; Cheryl Vargas and Makayla Wagstaff, Associate Planners; Grant Allen and Matt Taylor, Senior Planners; Sam Kelly, City Engineer; Gary McGinn, Legal Counsel and Terry Peterson, City Council Liaison

Those excused: Jason W. Bench, Assistant Development Services Director and Ryan L. Clark, Acting Assistant City Manager/Development Services Director

Chair Komen asked Ms. Wagstaff to introduce **Agenda Item 3.1:** ([click here for recording](#))

Agenda Item 3.1 is a request by Jeremy Weber, Devco, Inc. for the Planning Commission to amend Article 22-5-3(A) and the zoning map of the City of Orem by rezoning portions of the property located generally at 883 North State Street to either the C2 zone or C3 zone and to allow SLU Code 1283 *Transitional Treatment Homes* as a permitted use in the C3 zone.

Staff Presentation: This item came before the Planning Commission on May 17, 2023 and the portion that is now being requested was continued at that time. It is now coming back before the Planning Commission for approval with an updated zoning layout with the lots fronting State Street being zoned C2 and the lot fronting 400 West being zoned C3. Also, to allow SLU Code 1283 *Transitional Treatment Homes* as a permitted use in the C3 zone.

A complete video of the meeting can be found at www.orem.org/meetings

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1 There is a large parcel of vacant land at approximately 883 North State Street. The large parcel that fronts State Street
2 is in the C2 zone. The four smaller parcels that front 400 West are in the C3 zone. There is some zone overlapping
3 with the new lot layout in the concept plan.

4
5 This request is for the rezone only, not the preliminary and final plat. If the City Council approves the rezone
6 application, the applicant will need to apply for a preliminary and final plat. However, a concept plan is provided to
7 show potential development including the access from State Street to 400 West. In addition, the concept plan shows
8 access to the project to the north and should also provide access to the properties to the south. The access to the
9 south should be provided near the center of the project and will need to address this issue with the site plan process.
10 Staff requests the Planning Commission recommend the City Council require a centralized access to the south for
11 future development and access opportunities.

12
13 The concept plan shows a 2-story office building and a 2-story Center for Women and Children in Crisis, short-term
14 transitional housing on the west side of the property, and two restaurants on the east side of the property fronting
15 State Street.

16
17 The non-profit use would be classified as a Transitional Treatment Home (SLU Code 1283). This is currently not a
18 permitted use in the C3 zone but is a permitted use in the C2 zone.

19
20 The Center for Women and Children in Crisis (DBA The Refuge Utah) has been in operation as a nonprofit victim
21 services agency for 39 years. They provide a safe, caring, and therapeutic environment to assist victims of domestic
22 violence, rape, and sexual assault in their recovery. With a focus on being trauma-informed, victim centered, and low
23 barrier, the agency's goal is to facilitate healing and to advocate for victims with the intent to help decrease the
24 incidence of such violence in the community in the future. Their services include a 24/7 hotline, a safe house for
25 emergency short-term stays, transitional housing, temporary rental assistance, confidential victim advocates, 24/7
26 Hospital Response Team Advocates, victim educational support classes, therapy, and aftercare services that continue
27 as individuals transition into permanent supportive housing around Utah County.

28
29 The office building could be up to 2-stories high and would be used for victims seeking services to meet with
30 advocates, case managers, and therapists to receive individualized services and resources. It would also be used to
31 host educational support classes, volunteer trainings, staff trainings, and community advocate meetings. Along with
32 these services, administrative staff would be housed who would run the financial and business operations of the non-
33 profit agency.

34
35 Because the Center for Women and Children in Crisis is considered a Transitional Treatment Home, a use which is
36 not permitted in the C3 zone, the SLU Code 1283 *Transitional Treatment Home* is being requested as a permitted use
37 in the C3 zone.

38
39 **Recommendation:** The Development Review Committee determined this request complies with the Orem City Code.
40 Staff recommends the Planning Commission to consider a recommendation to the City Council to amend Article 22-
41 5-3(A) and the zoning map of the City of Orem by rezoning portions of the property located generally at 883 North
42 State Street to either the C2 zone or C3 zone and to allow SLU Code 1283 *Transitional Treatment Homes* as a permitted
43 use in the C3 zone.

44
45 Chair Komen asked if the Planning Commission had any questions for Ms. Wagstaff. Mr. Carpenter was concerned
46 that the text of the motion was too ambiguous about which area was to be zoned C3 and which area was to be zoned
47 C2. Mr. McGinn said the text was for noticing purposes only and that it would be clarified in the Exhibit A of the
48 resolution.

49
50 Chair Komen opened the public hearing and invited those from the audience who had come to speak to this item to
51 come forward to the microphone:

52
53 Chris Dowling, 983 N State Street, The Dance Club: Mr. Dowling asked Ms. Wagstaff for a brief overview
54 of the 800 N & State project.
55

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Chair Komen closed the public hearing and asked if the Planning Commission had any more questions for the applicant or staff. When none did, she called for a motion on this item.

Planning Commission Action: Mr. Low moved to send a positive recommendation to the City Council to amend Article 22-5-3(A) and the zoning map of the City of Orem by rezoning portions of the property located generally at 883 North State Street to either the C2 zone or C3 zone and to allow SLU Code 1283 *Transitional Treatment Homes* as a permitted use in the C3 zone. Mr. Carpenter seconded the motion. Those voting aye: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar. The motion passed unanimously.

Chair Komen asked Ms. Wagstaff to introduce **Agenda Item 3.2:** ([click here for recording](#))

Agenda Item 3.2 is a request by Maverik, Inc. for the Planning Commission to approve the site plan for Maverik located at 85 West 800 North in the C2 zone.

Staff Presentation: The applicant is proposing to combine two lots, one containing an existing Maverik and the other currently containing a carwash. The new lot will be 1.47 acres.

The applicant plans to remove both the existing Maverik and the existing carwash then build a new Maverik convenience store and new fuel pump facilities. There will be 6 fuel pump stations, with 12 pumps total.

Building Location: The building will be located in the Southeast corner of the lot. A 7 foot CMU privacy wall will be provided between the site and the adjoining residential properties. The building will be setback over 20 feet from the rear property line, which complies with the required setback for a commercial building in the C2 zone which adjoins a residential zone ([22-8-8 \(A\)](#)).

Architecture: The materials used for the building will be a combination of stone veneer, steel, and fiber cement board/batten siding.

Parking: The applicant was required to provide 18 parking stalls. There are 33 parking stalls provided on the site, 2 of which are ADA stalls ([22-15-4](#)).

Recommendation: The Development Review Committee determined this request complies with the Orem City Code. Staff recommends the Planning Commission to approve the site plan for Maverik located at 85 West 800 North in the C2 zone.

Chair Komen invited the applicant to come forward. Due to traffic, the applicant was not able to attend the meeting.

Chair Komen opened the public hearing and invited those from the audience who had come to speak to this item to come forward to the microphone.

When no one came forward, Chair Komen closed the public hearing and asked if the Planning Commission had any more questions for staff. Chair Komen called for a motion on this item.

Planning Commission Action: Mr. Carpenter moved to approve the site plan for Maverik located at 85 West 800 North in the C2 zone. Mr. Crismon seconded the motion. Those voting aye: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar. The motion passed unanimously.

Minutes: The Planning Commission reviewed the minutes from the previous meeting. Chair Komen then called for a motion to approve the minutes of May 17, 2023. Mr. Sakar moved to approve the meeting minutes for May 17, 2023. Mr. Hawkes seconded the motion. Those voting aye: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar. The motion passed unanimously. ([click here for recording](#))

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Adjourn: Chair Komen called for a motion and moved to adjourn. Mr. Low seconded the motion. Those voting aye: Mike Carpenter, Gerald Crismon, James Hawkes, Helena Kleinlein, Madeline Komen, Murray Low and Haysam Sakar. The motion passed unanimously.

Adjourn: 4:49 p.m.

Ryan L. Clark
Planning Commission Secretary

Approved: