

Mayor
Kenneth Romney

**City Engineer/
Zoning
Administrator**
Ben White

City Recorder
Cathy Brightwell

WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355

Chairman
Denis Hopkinson

Commissioners
Laura Charchenko
Mike Cottle
Alan Malan
Terry Turner
Corey Sweat, Alt.

THE WEST BOUNTIFUL PLANNING COMMISSION WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, JUNE 27, 2017 AT THE CITY OFFICES

AGENDA AS FOLLOWS:

Welcome. Prayer/Thought by Invitation

1. Accept Agenda.
2. Consider Request for Conditional Use Permit for Topline Sales, LLC, to Sell Classic and Exotic Cars at 1125 W 500 South.
3. Consider Request for Conditional Use Permit for Verizon Wireless to Construct an Unmanned Telecommunication Facility.
4. Consider Conceptual Plan from Wright Development Group, for a Residential Subdivision Designated as McKean Estates Consisting of 13 Lots in the R-1-10 District.
5. Discuss Application from Wright Development Group to Remove a Portion of Proposed McKean Estates from the Historical Overlay District.
6. Staff Report.
 - Review Construction Standards & Set Public Hearing
7. Consider Approval of Minutes From June 13, 2017.
8. Adjournment.

Individuals needing special accommodations including auxiliary communicative aids and services during the meeting should notify Cathy Brightwell at 801-292-4486 twenty-four (24) hours before the meeting.

This notice has been sent to the Clipper Publishing Company, and was posted on the State Public Notice website and the City's website on June 23, 2017 by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Planning Commission

MEETING DATE: June 27, 2017

FROM: Cathy Brightwell, Ben White

RE: Topline Sales, LLC

Staff received a request from Jeremy Manning on June 19, 2017 for a conditional use permit for Topline Sales, LLC, to be located at 1125 W 500 South. They are currently located in East Layton but plan to move their business to West Bountiful.

Topline Sales is an auto dealership that sells classic and exotic cars. Due to the value of the cars they sell, they intend to keep the majority of their inventory inside the building for security.

The West Bountiful City Municipal Code, Commercial Highway (C-H) zone, Section 17.34.030 lists *motor vehicle sales and service and outdoor storage of retail vehicle inventory* as a conditional use which may be approved by the planning commission. The Conditional Use ordinance, Section 17.60.040, requires the planning commission to *consider* whether:

1. The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community;
2. The proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
3. The proposed use and/or accompanying improvements will not inordinately impact schools, utilities, and streets;
4. The proposed use will provide for appropriate buffering of uses and buildings, proper parking and traffic circulation, the use of building materials and landscaping which are in harmony with the area, and compatibility with adjoining uses;
5. The proposed use will comply with the regulations and conditions specified in the land use ordinance for such use;
6. The proposed use will conform to the intent of the city's general plan; and
7. The conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection.

Staff recommends the following conditions be required with granting of this conditional use permit, consistent with similar businesses in the area:

1. Copy of Dealer's license and Proof of Insurance;
2. Copy of Lease Agreement for property;
3. Fire Inspection approval;
4. Signage will comply with City Code;
5. Vehicles on display will be operable and in sellable condition;
6. Upon issuance of this Permit, Topline Sales, LLC., will purchase a West Bountiful City business license.



CONDITIONAL USE PERMIT APPLICATION

West Bountiful City
PLANNING AND ZONING
550 N 800 W, West Bountiful, UT 84087
Phone: (801) 292-4486
www.wbcity.org

PROPERTY ADDRESS: 1125 W 500 South Suite A

PARCEL NUMBER: _____ **ZONE:** CH **DATE OF APPLICATION:** 6-19-2017

Name of Business: Topline Sales LLC

Applicant Name: Jeremy Manning

Applicant Address: 2833 s 1415 w Syracuse UT 84041

Primary phone: 801-510-7858 Fax Number: _____

E-mail address: jeremymanning32@gmail.com

Describe in detail the conditional use for which this application is being submitted. Attach a site plan which clearly illustrates the proposal. A separate sheet with additional information may be submitted if necessary.

Utah Licensed & Bonded Auto Dealership Classic and Exotic Cars.

The Applicant(s) hereby acknowledges that they have read and are familiar with the applicable requirements of Title 17.60 of the West Bountiful City Code, pertaining to the issuance of Conditional Use Permits. If the applicant is a corporation, partnership or other entity other than an individual, this application must be in the name of said entity, and the person signing on behalf of the Applicant hereby represents that they are duly authorized to execute this Application on behalf of said entity.

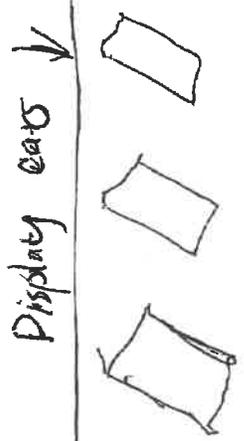
Fee must accompany this application - \$20 for Residential Zone, \$50 for Business Zone

I hereby apply for a Conditional Use Permit from West Bountiful City in accordance with the provisions of Title 17, West Bountiful Municipal Code. I certify that the above information is true and correct to the best of my knowledge.

Date: 6-19-2017 Applicant Signature: 

FOR OFFICIAL USE ONLY
Application Received Date: 6/19/17 Permit Number: 17-008
Application Fee Received Date: 6/19/17 Permit Approval Date: _____
Fee: \$20 Residential \$50 Commercial

N
W + E
S



500 South
Entrance

Customer
Parking ↓



Employee
Parking
2-3 cars



MEMORANDUM

TO: Planning Commission

DATE: June 23, 2017

FROM: Duane Huffman

RE: **Conditional Use Permit – Verizon Wireless Telecommunications Tower on Lot A of the Jessi’s Meadows Subdivision (undeveloped Jessi’s Meadows Park).**

This memo reviews Verizon Wireless’s request for a conditional use permit for a telecommunications tower on the undeveloped Jessi’s Meadows Park. The city council recently approved a lease of the property with Verizon Wireless for this purpose.

Background

Verizon Wireless approached West Bountiful City in 2015 regarding their interest in constructing and operating a telecommunications tower on or near the city-owned property south of 1200 N.

West Bountiful Municipal Code (WBMC) 17.88 governs wireless telecommunications land use regulations, and WBMC 17.88.090 requires that city-owned property be prioritized first when locating these facilities. As such, at the direction of the city council, staff engaged in a very lengthy process of finding the best location and dealing with other terms such as access, height, noise, etc. At one point in the process, the planning commission recommended and the council approved an ordinance change that allows for taller poles on city-owned property. The city council and Verizon ultimately agreed to terms and a lease agreement was approved at the June 20, 2017 council meeting (attached).

I recognize that it seems awkward to seek a conditional use permit from the planning commission after the project has essentially been approved by the city council; however, this process is necessary based on the city’s code and natural course of negotiating a city lease.

Conditional Use Permit

WBMC 17.88.110 lists permitted, non-permitted, and conditional uses in relation to telecommunication facilities. As the current leased use of a 120’ monopole and associated ground equipment (see include exhibit) is neither permitted nor non-permitted, it automatically falls under a conditional use. WBMC 17.88.150 lists considerations beyond the standard factors the planning commission should consider. Below is a list of all the factors listed by code, and what has been done to this point.

Standard Conditions (WBMC 17.60.040.D):

1. The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community;
 - a. In approving the lease the city council found that the infrastructure was necessary to provide benefit to the community.

2. The proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
 - a. The location of the infrastructure is offset from the nearest residential property line by approximately 280'. Also, it is separated by the residential properties by the existing power line corridor that includes poles up to 150' in height. The current lease also addresses environmental issues (Verizon must comply with all applicable state and federal environment laws) and noise (the facility will not produce more than 55db and generators will only be tested from 9am-4pm weekdays). There is no evidence that it will be harmful to health or property in the area.
3. The proposed use and/or accompanying improvements will not inordinately impact schools, utilities, and streets;
 - a. In negotiating the location, the city staff worked to ensure that the installation of the improvements would not hinder the future use and development of nearby property. Per the agreement, access to the improvements may be shifted to future public streets.
4. The proposed use will provide for appropriate buffering of uses and buildings, proper parking and traffic circulation, the use of building materials and landscaping which are in harmony with the area, and compatibility with adjoining uses;
 - a. The proposed telecommunication tower is in harmony with existing nearby power lines and is adequately offset from nearby residential uses. It will be accessed infrequently (one a month per carrier), and that access will occur on public streets and an easement through the city's current public works yard.
5. The proposed use will comply with the regulations and conditions specified in the land use ordinance for such use;
 - a. The facility will meet the height and set back requirements found in WBMC 17.88.140 as amended. **One item not addressed in the current lease agreement is the color of the pole. WBMC 17.88.140.C.3 requires that the structure be painted a neutral color or a color to match the background.**
6. The proposed use will conform to the intent of the city's general plan; and
 - a. The proposed tower on the undeveloped park conforms with the intent of the general plan by not interfering with the agricultural zone and perhaps even encouraging blend use development through added infrastructure.

Special Considerations for Telecommunication Facilities (17.88.150)

7. Compatibility. Compatibility of the facility with the height, mass and design of buildings, structures and uses in the vicinity of the facility;
 - a. The facility is separated by the residential properties by the existing power line corridor that includes poles up to 150' in height.
8. Screening. Whether the facility uses existing or proposed vegetation, topography or structures in a manner that effectively screens the facility;
 - a. The facility is offset from nearby residential uses such that screen should not be necessary. Additionally, it will be protected by a 6' chain link fence.

9. Disguise. Whether the facility is disguised in a manner that mitigates potential negative impacts on surrounding properties;
 - a. Due to its proximity to the nearby power corridor, a disguise should not be necessary.
10. Parcel Size. Whether the facility is located on a parcel of sufficient size to adequately support the facility;
 - a. The facility will sit on 2,500 sq ft of a 4.1 acres property designated as a future park.
11. Location on Parcel. Whether the structure is situated on the parcel in a manner that can best protect the interests of surrounding property owners, but still accommodate other appropriate uses of the parcel;
 - a. The structure sits near the north west boundary of the parcel, west of the existing power lines. It will allow for future development of nearby properties and the development of the park.
12. Location in General. Whether location or co-location of the facility on other structures in the same vicinity is practicable, without significantly affecting the antenna transmission or reception capabilities;
 - a. There are no nearby practical options for co-location; however, this facility will allow for the co-location of several additional carriers, reducing or eliminating the need for additional facilities in the area.
13. Co-location. The willingness of the applicant to allow co-location on its facility by other personal wireless services providers on such terms as are common in the industry.
 - a. The agreement between the city and Verizon allows for and encourages co-location with several additional carriers. The city will receive additional lease revenue for each carrier.

Based on the above analysis, staff recommends the approval of a conditional use permit per the terms of the current lease agreement with the additional condition that the facility be painted a neutral color.



CONDITIONAL USE PERMIT APPLICATION

West Bountiful City
PLANNING AND ZONING
550 N 800 W, West Bountiful, UT 84087
Phone: (801) 292-4486
www.wbcity.org

PROPERTY ADDRESS: 550 North 800 West, West Bountiful, UT 84087

PARCEL NUMBER: 06-192-0041

ZONE: B-U

DATE OF APPLICATION: ~~2/6/2017~~ 6/22/17

Name of Business: Verizon Wireless

Applicant Name: Daniel Thurgood/Technology Associates

Applicant Address: 5710 S Green St., Murray, UT 84123

Primary phone: 801-463-1020

Fax Number:

E-mail address: daniel.thurgood@taec.net

Describe in detail the conditional use for which this application is being submitted. Attach a site plan which clearly illustrates the proposal. A separate sheet with additional information may be submitted if necessary.

Verizon Wireless is proposing to construct an unmanned telecommunication facility. The proposed tower height will be 120' to allow for additional collocators.

The Applicant(s) hereby acknowledges that they have read and are familiar with the applicable requirements of Title 17.60 of the West Bountiful City Code, pertaining to the issuance of Conditional Use Permits. If the applicant is a corporation, partnership or other entity other than an individual, this application must be in the name of said entity, and the person signing on behalf of the Applicant hereby represents that they are duly authorized to execute this Application on behalf of said entity.

Fee must accompany this application - \$20 for Residential Zone, \$50 for Business Zone

I hereby apply for a Conditional Use Permit from West Bountiful City in accordance with the provisions of Title 17, West Bountiful Municipal Code. I certify that the above information is true and correct to the best of my knowledge.

Date: ~~2/6/2017~~ 6/22/17

Applicant Signature: *D. Thurgood*

Application Received Date: 6/22/17

FOR OFFICIAL USE ONLY

Permit Number: 17-009

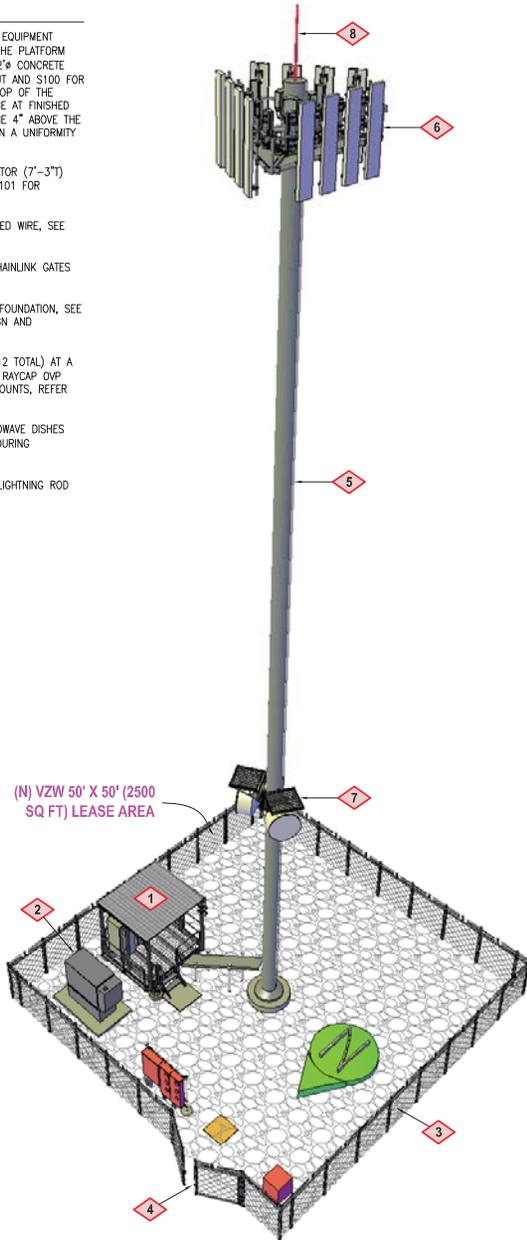
Application Fee Received Date:

Permit Approval Date:

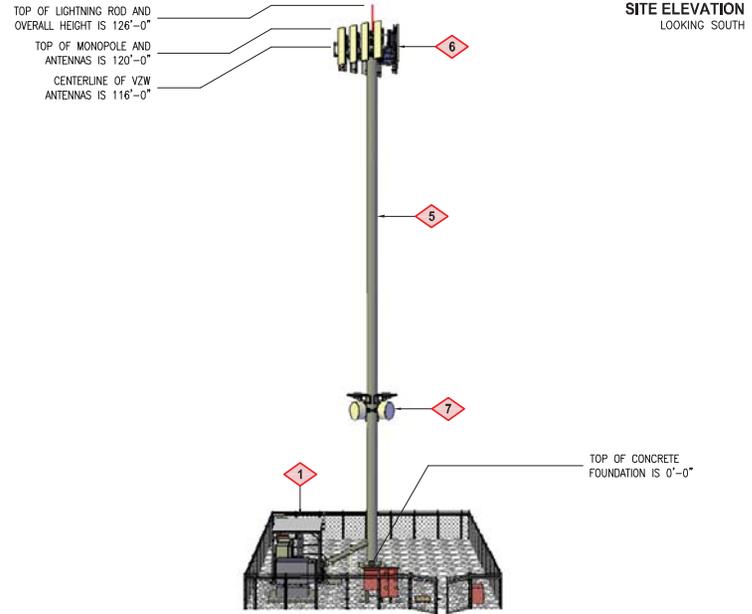
Fee: \$20 Residential \$50 Commercial

KEYED NOTES

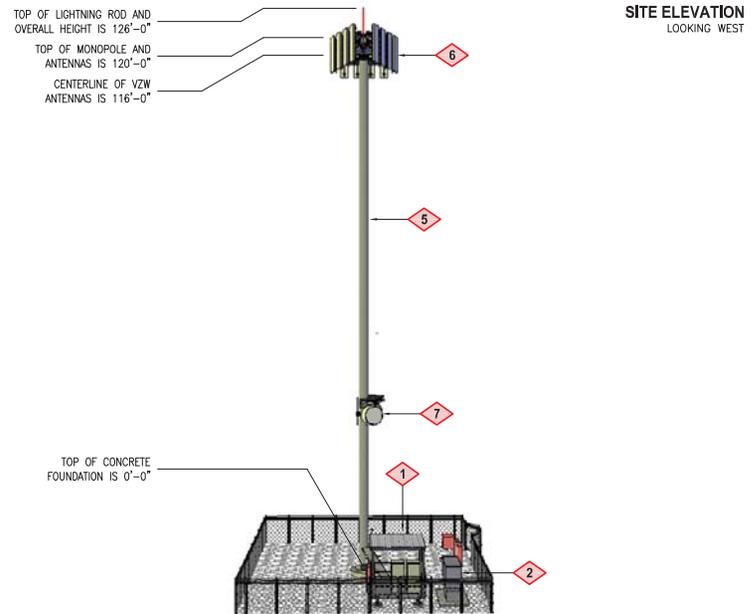
- 1 VZW WILL INSTALL A 9'-4" X 11' PRE-FAB EQUIPMENT PLATFORM WITH CANOPY (11'-4"± TALL). THE PLATFORM WILL SIT UPON AND BE ANCHORED TO (4) 2" CONCRETE PIERS. SEE C301/1 FOR EQUIPMENT LAYOUT AND S100 FOR THE PIER FOUNDATION INFORMATION. THE TOP OF THE CONCRETE LANDING FOR THE STEPS MUST BE AT FINISHED GRADE AND THE TOP OF THE PIERS MUST BE 4" ABOVE THE TOP OF THE CONCRETE LANDING TO MAINTAIN A UNIFORMITY BETWEEN THE LANDING AND THE STEPS.
- 2 VZW S0030 30KW EXTERNAL DIESEL GENERATOR (7'-3" T) WITH A LEVEL 2 SOUND ENCLOSURE, SEE C101 FOR ADDITIONAL INFORMATION.
- 3 VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/3.
- 4 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/4.
- 5 VZW 120' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS.
- 6 VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 116' CENTERLINE WITH (12) RRR'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 7 VZW CONTRACTOR TO INSTALL (2) 6' MICROWAVE DISHES (HEIGHT, AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).
- 8 VZW CONTRACTOR TO INSTALL THE 6' TALL LIGHTNING ROD AS SUPPLIED BY TOWER MANUFACTURER.



SITE ELEVATION
SOUTHEAST VIEW



SITE ELEVATION
LOOKING SOUTH



SITE ELEVATION
LOOKING WEST



VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088



UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C
CHECKED BY: DAN T

| REV | DATE | DESCRIPTION |
|-----|------------|------------------|
| 1 | 01.30.2017 | REVISIONS PER DT |
| 0 | 04.20.2016 | ZONING DRAWINGS |

SAL - CHOCOLATE
NW SEC 23, T2N, R1W
550 NORTH 800 WEST
WEST BOUNTIFUL, UTAH 84087
-- RAWLAND SITE --

SHEET TITLE
SITE ELEVATIONS

SHEET NUMBER
C200

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this ____ day of _____, 201__, between West Bountiful City, a Municipal Corporation, with its principal offices located at 550 North 800 West, West Bountiful, Utah 84087, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate a communications tower ("Tower") and ground based communications equipment (the "Equipment") (collectively, the Tower and Equipment are the "Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 865 North 1325 West, West Bountiful, County of Davis, State of Utah (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 2,500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be 5 years, beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the calendar month after LESSEE begins installation of LESSEE's communications equipment or the first day of the calendar month following the date that is twelve (12) months after full execution of this Agreement by the Parties, whichever occurs first.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL/RENTAL EXTENSIONS/ADDITIONAL RENT.

(a). Base rental payments shall begin on the Commencement Date and be due at a total initial annual rental of \$21,600.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 550 North 800 West, West Bountiful, Utah 84087 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Notwithstanding the foregoing, if LESSEE begins installation of LESSEE's communications equipment on a date prior to the Commencement Date (the "Installation Date"), LESSEE shall pay, along with the initial rental payment, prorated rent of the period between the Installation Date and the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by

electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual base rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

(d). Additional Rent. In the event LESSEE separately licenses any space on the Tower and within the Premises to another communications provider (additional ground space may be required for multiple collocators, however LESSEE will not pay for a larger lease area if needed), LESSEE shall pay as additional rent each month the following initial amounts once LESSEE's Agreement commences with collocator:

- (i) \$800.00 per month for a provider that only installs equipment cabinets; or
- (ii) \$1,000.00 per month for a provider that installs equipment cabinets and a generator or an equipment shelter, with or without a generator.

This Additional Rent amount shall increase by 3% annually every 12 months from the initial installation of such sub-licensee's equipment. LESSEE shall not grant a license to any sub-licensee for a term that exceeds the Term provided in this Agreement, and any such license must be freely assignable to LESSOR or its successors in interest under early termination of this Agreement.

(e). As additional consideration for this Agreement and the Parties' negotiation thereof, LESSEE shall pay to LESSOR as additional rent a one-time signing bonus in the amount of \$10,000.00, such payment to be made within 60 days of full execution of the Agreement.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twelve (12') foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSOR has the right to upgrade, change or eliminate fencing around the Premises by providing an alternate means to secure LESSEE's equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) with three (3) months' prior notice to LESSOR, LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Upon the expiration or earlier termination of this Agreement, LESSEE shall execute and deliver to LESSOR a Bill of Sale in a form agreeable by the Parties, transferring all of LESSEE's right, title and interest in and to the Tower, fencing and equipment pad constructed by LESSEE; and LESSEE shall remove its antenna, equipment cabinet/shelter, generator (if any) and transmission lines from the Tower, Premises and Easement without damaging the same as provided in Paragraph 14.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying

Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (801) 292-4486, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (as defined below) and restore the Premises and Easement to its original condition, reasonable wear and tear and casualty damage excepted. For purposes of Paragraphs 14 and 15 only, LESSEE's Communications Equipment means its antenna(s),

transmission lines, equipment cabinet/shelters, generators and any other mechanical/electronic devices located on the Premises or within the Easement, but specifically does NOT include the Tower, equipment pad and fencing around the Premises. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at 120% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed, which must occur within twelve (12) months after the expiration or termination of this Agreement.

15. HOLDOVER. In the event LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at 120% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed, which must occur within twelve (12) months after the expiration or termination of this Agreement.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion. Notwithstanding the foregoing, any tenant that may desire to sublet space upon LESSEE's communications facilities shall be required to lease separate ground space directly from LESSOR for placement of any ancillary equipment at the Property in order that LESSOR may have the opportunity to achieve a separate agreement with that entity related to any associated use of LESSOR's Property. LESSOR's ground space agreement with any additional carriers shall be subject to the terms of this Agreement and shall co-terminate upon the expiration or earlier termination of this Agreement.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: West Bountiful City
550 North 800 West
West Bountiful, Utah 84087

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) LESSEE fails to pay rent within 15 days after it is due; (ii) either Party otherwise fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (iii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under applicable law, including the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances on the Property that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and the Easement; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without

regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. NOISE. LESSEE shall ensure that any of its Equipment or any sub-licensee equipment shall not produce any noise that exceeds 55 db as measured at any portion of the Property boundary.

Generators must be equipped with noise suppression equipment to ensure compliance with these limitations and may only be tested weekdays between 9:00 a.m. and 4:00 p.m.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: West Bountiful City, a Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLLC
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Parcel 1:

BEG 1 ROD N FROM THE SW CORNER OF THE SE 1/4 OF SEC 14-T2N-R1W, SLM; & RUN TH N 89°59'38" E 122.07 FT; TH S 0°27'23" E 417.08 FT; TH S 89°35'54" W 220.00 FT; TH N 0°27'23" W 418.60 FT; TH N 89°59'38" E 97.94 FT TO THE POB.

06-032-0079

Parcel 2:

BEG AT A PT WHICH IS N 89°59'38" E 122.07 FT ALONG THE SEC LINE & N 0°27'23" W 16.50 FT FROM THE S 1/4 CORNER OF SEC 14-T2N-R1W, SLM; & RUN TH N 89°59'38" E 1674.57 FT, M/L, TO THE W LINE OF WEST BOUNTIFUL CITY; TH ALONG SD LINE S 0°27'23" E 396 FT; TH S 89°59'38" W 1674.57 FT, M/L; TH N 0°27'23" W 396.00 FT TO THE POB.

06-032-0080

Parcel 3:

BEG ON THE W LINE OF WEST BOUNTIFUL CITY AT A PT WHICH IS N 89°59'38" E 1797.14 FT & S 0°27'23" E 379.50 FT FROM THE N 1/4 CORNER OF SEC 23-T2N-R1W, SLM; & RUN TH S 89°59'38" W 2094.14 FT, M/L, TO THE W LINE OF THE GRANTORS PROPERTY; TH S 5°42'22" E 24.08 FT TO A FENCE LINE; TH ALONG SD FENCE LINE N 89°35'54" E 2091.85 FT, M/L, TO THE W LINE OF WEST BOUNTIFUL CITY; TH N ALONG SD LINE 9.52 FT TO THE POB.

06-032-0092

Parcel 4:

Lot "A", Jessi's Meadow P.U.D, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

06-192-0041

EXHIBIT "B" (Page 1 of 2)
SITE PLAN OF THE PREMISES

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°59'38" EAST 2414.92 FEET ALONG SECTION LINE AND SOUTH 410.36 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER BEING SOUTH 00°32'10" EAST 94.35 FEET AND SOUTH 89°59'38" WEST 5275.46 FEET FROM A FOUND WITNESS MONUMENT TO THE NORTHEAST CORNER OF SECTION 23) AND RUNNING THENCE NORTH 89°31'12" EAST 50.00 FEET; THENCE SOUTH 00°28'48" EAST 50.00 FEET; THENCE SOUTH 89°31'12" WEST 50.00 FEET; THENCE NORTH 00°28'48" WEST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2500 SQ. FT. OR 0.057 ACRES, MORE OR LESS, (AS DESCRIBED).

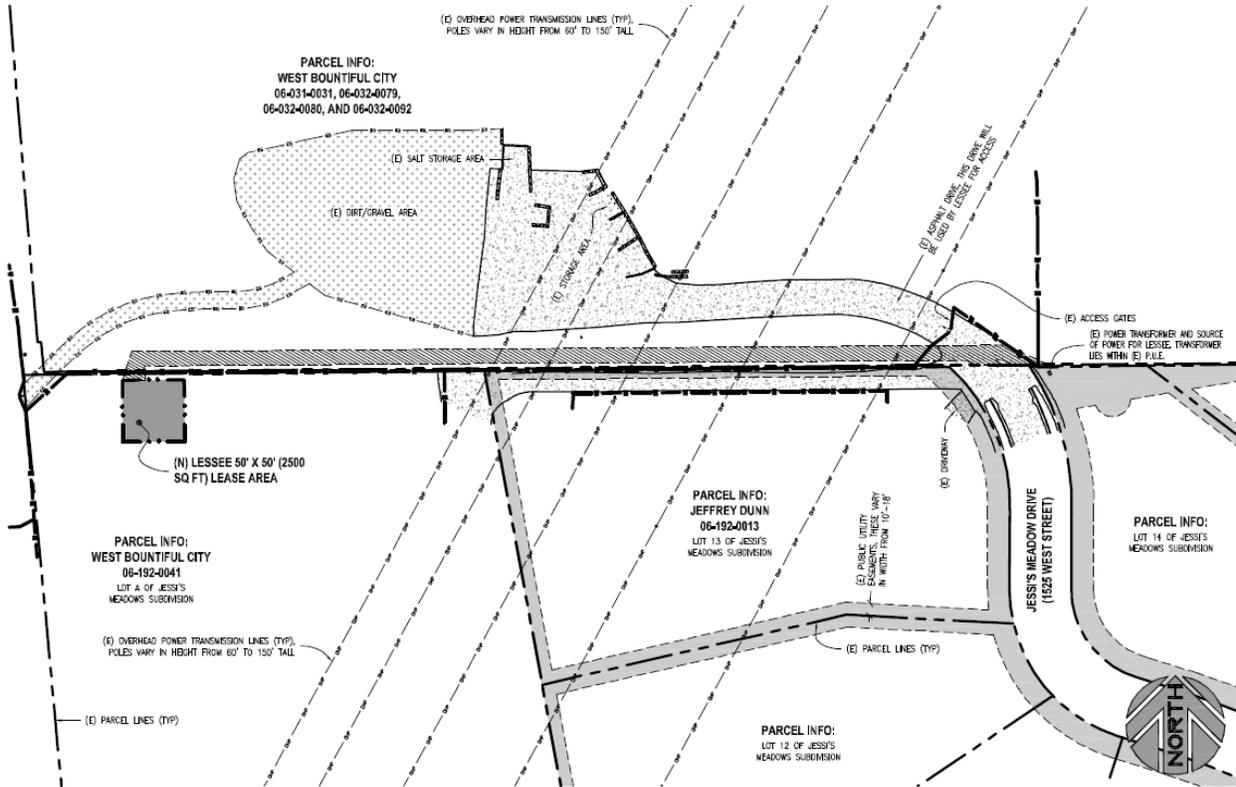
VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING NORTH 89°59'38" EAST 2421.24 FEET ALONG SECTION LINE AND SOUTH 410.31 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SAID NORTHWEST CORNER BEING SOUTH 00°32'10" EAST 94.35 FEET AND SOUTH 89°59'38" WEST 5275.46 FEET FROM A FOUND WITNESS MONUMENT TO THE NORTHEAST CORNER OF SECTION 23) AND RUNNING THENCE NORTH 17°40'47" EAST 18.24 FEET; THENCE SOUTH 00°28'48" EAST 17.33 FEET, TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA; THENCE RETRACING PREVIOUS CALL, NORTH 00°28'48" WEST 17.33 FEET; THENCE NORTH 89°35'54" EAST 673.09 FEET; THENCE SOUTH 59°06'24" EAST 21.92 FEET, MORE OR LESS, TO NORTH RIGHT-OF-WAY LINE OF JESSI'S MEADOW DRIVE (1255 WEST); THENCE RETRACING PREVIOUS CALL, NORTH 59°06'24" WEST 21.92 FEET; THENCE NORTH 89°35'54" EAST 28.52 FEET; THENCE SOUTH 65°53'45" EAST 27.34 FEET, MORE OR LESS, TO THE NORTH LINE OF JESSI'S MEADOW, P.U.D. AND TERMINATING.

CONTAINS: 0.210 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "B" (Page 2 of 2)



MEMORANDUM



TO: Planning Commission

DATE: June 23, 2017

FROM: Ben White

RE: McKean Estates Subdivision

Wright Development is proposing a 13 lot residential development located 1065 N 800 West. The concept plan submittal is an opportunity for the City to provide input to the Developer.

Points of interest or discussion for the subdivision include.

1. The proposed subdivision is located in the R-1-10 zone. All the lots in the proposed subdivision meet the minimum requirements for the zone.
2. The property is currently located within the city's Historic Overlay District. While this zoning has no immediate impact on the subdivision process, it should be noted that it is the developer's desire to remove as much of the property as possible from the Historic District.
3. The two existing McKean homes on 800 West are not part of the proposed subdivision.
4. Staff is recommending an 8' wide park strip for 800 West on the west side of the road. This would be consistent with what was approved for the Hopkinson subdivision to the north and with the street alignment for 800 West just north of 400 North.
5. There are pipelines and communication lines along the west side of the property which will require rear yard setbacks larger than the zoning minimum.
6. There is an existing sewer line that provides service to the houses south of this property that must be accommodated.
7. Public works staff is okay with the cul-de-sac type corner and not a turnaround at the north dead end street. This alignment should comply with our ordinance which requires a turnaround at the end if the length is more than 150 feet. Staff would recommend including plat restrictions that prohibit driveways being located at the very north end of the dead end street.
8. Storm drainage design needs to be worked out with the golf course being the logical discharge location.
9. A boundary line agreement along the north boundary probably needs to be resolved.
10. The angle between the dead end street and the main subdivision street cannot be more than ninety degrees.

MEMORANDUM



TO: Planning Commission
DATE: June 23, 2017
FROM: Ben White
RE: Rezone Request 1065 N 800 West

The McKean family has entered a contract with Wright Development to purchase property on 800 West. This is located in the Historic Overlay District. The Historic Overlay District is a zoning subsection to the R-1-10 zone. Besides the standard requirements for the entire R-1-10 zone, properties within the Historic District must also comply with specific architectural requirements. Wright Development does not want to comply with the Historical District architectural requirements for all of the houses in their proposed development. However, they do recognize the City's desire to preserve the historic character of the homes that front 800 West Street and are proposing to leave Lot 1 in the District.

When considering whether to grant the rezone request, the following findings should be considered.

Findings why the property should remain in the Historic District:

- A. The city used some rational when forming the Historic District and felt it should be included.
- B. There is a house on the same property and nearly next door to the proposed house that is of historic character.
- C. In order for the Historic District to have meaningful synergy, a minimum size is needed.

Findings why the property should be removed from the Historic District:

- A. Removal of this property from the Historic District does not detract from the District's intended purpose.
- B. The property owner does not want properties that do not front on 800 West to be located in the Historic District, nor construct houses that meet the Historic District design criteria.
- C. The City included the specific property in the original Historic District zoning boundaries because it was part of a larger land parcel that includes frontage on 800 West.

The City's municipal code includes the provision that if a property is included in more than one zone, the most restrictive requirements from each zone will apply to the entire property. For this reason as well as others, it is generally not a good practice to split the zoning on a property. Should the Planning Commission consider making a positive recommendation to amend the Historic District boundary, it is staff's recommendation that it include the provision that the rezone become effective with the recording of a subdivision plat.



APPLICATION TO REZONE

West Bountiful City
PLANNING AND ZONING
550 N 800 W, West Bountiful, UT 84087
(801) 292-4486
www.WBCity.org

PROPERTY ADDRESS: 1065 N. 800 W. DATE OF APPLICATION: June 20, 2017

PARCEL NUMBER: 06-013-0034 CURRENT ZONE: R-1-10 PROPOSED ZONE: R-1-10

LEGAL DESCRIPTION ATTACHED: YES _____ NO _____
Historic overlay

Applicant Name: Phil Holland

Applicant Address (if different than above): _____

Primary phone: 801-668-1565 E-mail address: phil@wrightdevelopmentgroup.ne

Describe in detail the request for which this application is being submitted and the reasons why the change will benefit the people of West Bountiful. A separate sheet with additional information may be submitted if necessary.

The property is currently zoned R-1-10 with a Historic overlay. We are proposing to take off the historic overlay on most of the property. The Historic overlay would remain on lot # 1 shown on the attached concept plan.

I hereby apply to rezone the property identified above in accordance with the provisions of Utah State Code 10-9a-503. I certify that the above information is true and correct to the best of my knowledge.

Date: June 20, 2017 Applicant Signature: *[Signature]*

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 6/22/17 Public Hearing Date: _____

Letters sent to affected neighbors: N/A

Planning Commission Approval: _____ City Council Approval: _____

WEST BOUNTIFUL REZONE REQUEST

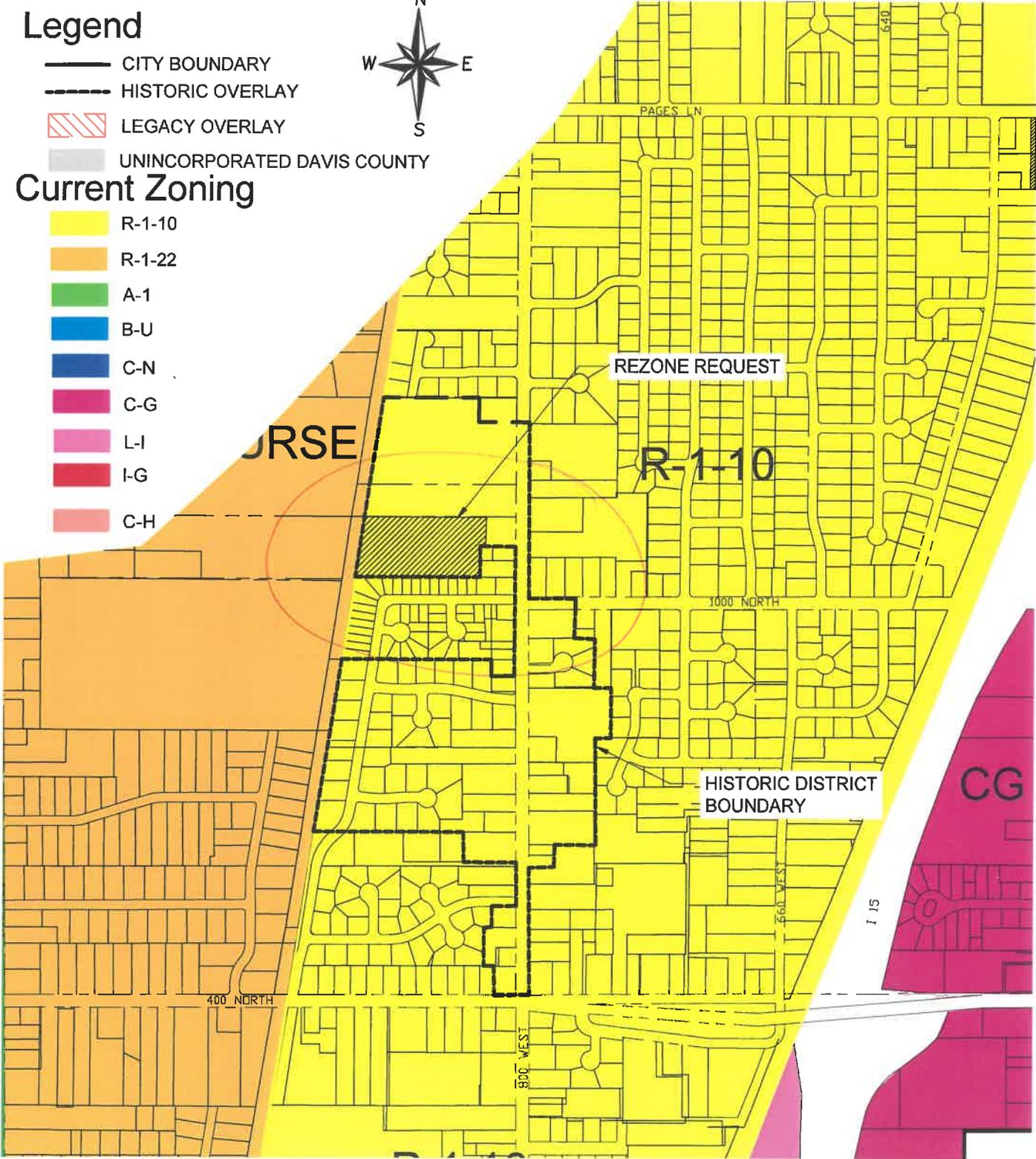
Legend

-  CITY BOUNDARY
-  HISTORIC OVERLAY
-  LEGACY OVERLAY
-  UNINCORPORATED DAVIS COUNTY



Current Zoning

-  R-1-10
-  R-1-22
-  A-1
-  B-U
-  C-N
-  C-G
-  L-I
-  I-G
-  C-H



1 **West Bountiful City**
2 **Planning Commission**

PENDING

June 13, 2017

3
4
5 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
6 website and on the West Bountiful City website on June 9, 2017 per state statutory requirement.
7

8 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
9 **June 13, 2017 at West Bountiful City Hall, Davis County, Utah.**
10

11 **Those in Attendance:**
12

13 **MEMBERS PRESENT:** Chairman Denis Hopkinson Alan Malan, Mike
14 Cottle, Laura Charchenko, and Kelly Enquist (City Council)
15

16 **STAFF PRESENT:** Ben White (City Engineer), Cathy Brightwell
17 (Recorder), Debbie McKean (Secretary)
18

19 **MEMBERS/STAFF EXCUSED:** Corey Sweat (Alternate) and Vice
20 Chairman Terry Turner
21

22 **VISITORS:** Jay Gough, Todd Willey, Lamont Richardson, Jack Williams,
23 Joyce Price, Sharrae Simmonds, Sue Demas, Gary Jacketta.
24

25 The Planning Commission Meeting was called to order at 7:30 pm by Chairman Denis
26 Hopkinson. Alan Malan offered a prayer.
27

28 **1. Accept Agenda**
29

30 Chairman Hopkinson reviewed the agenda. Laura Charchenko moved to accept the
31 agenda with proposed changes to renumber items 3, 4, and 5. Alan Malan seconded the motion.
32 Voting was unanimous in favor among members present.
33

34 **2. Consider Conceptual Plan from Onion Patch Securities, LLC, for a**
35 **Residential Subdivision Designated as High Gate Estates Consisting of 27**
36 **One Acre Lots.**

37 Commissioner packets included a memorandum from Ben White dated June 1, 2017
38 regarding High Gate Subdivision, a site plan of the development, and a city map with lines
39 showing the proposed development.

40 Onion Patch Securities, LLC, is proposing a twenty-seven 1 acre lot residential
41 development located between 1100 West 1450 West just south of the Mill Creek canal. Tonight
42 they are presenting a conceptual plan for that development.

43 Chairman Hopkinson introduced the Commission to the conceptual site plan and city map
44 provided in the packets. He noted that the developers have met many times with staff and their
45 proposal is to build one (1) home per acre.

46 Ben White discussed the following items from his memorandum.

- 47
- 48
- 49
- 50
- 51
- 52
- 53
- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68
- 69
- 70
- 71
- 72
- 73
- 74
- 75
- 76
- 77
- 78
- 79
- 80
- 81
- 82
- Principal entrance into the development will be off of 1100 West at approximately 100 South. There will be a strip of land approximately 110 X 800 feet as the entryway into the development. This will create some parcels that will be unbuildable on each side of the road and will either need to be deeded to the adjoining property owners or deeded over to the HOA. Holly Frontier owns the north property and the south property belongs to Jack Williams.
 - Another access to the development is the extension of 1450 West Street. The developer owns a strip of land along the west boundary of the Millbridge subdivision that does not line up with the current 1450 West alignment. The developer will have to secure an acceptable right of way alignment before the development can move forward.
 - A portion of Mill Creek channel is located within this development in which Davis County has an easement on the owner's property. The proposed plat includes Mill Creek in some of their lots. Property owners who own parts of the Mill Creek channel will not have access to portions of their property.
 - The developer has a tentative storm drain plan that has storm water discharging into the Mill Creek channel. The developer is currently working with Davis County on creating a drainage plan. The plan will have to meet both the City and County requirements.
 - Lot 25 on the plans needs to have the street right of way included in order to be part of this plat plan.
 - Lot 27 is proposed to be a flag lot. As currently presented, lot 27 does not meet the city code and cannot be approved as a flag lot per city code. A bridge could be built to make it a buildable flag lot.
 - 1450 West is included to extend south. The current right of way includes enough ground to construct the entire street, but this places the sidewalk on the west side. Discussions should include the timing of these improvements.
 - Jack Williams owns the property to the south of the development. He desires to have additional roads extending onto his property (south cul-de-sacs). City Code 16.12.050 and 16.12.020 should be considered when planning and approving this street.
 - City code 16.12.060 addresses city code for private streets. The developer wants to have a gated community. There are some problematic issues with this and discussion will need to take place to work out those issues if a gated community were to be approved.
 - Holly Refinery has a drain line to the sewer that runs through this property.

83

84 Chairman Hopkinson invited the Developers to take the stand to answer questions.

85 Chairman Hopkinson and Ben White explained that this is just a conceptual vision by the
86 developer and give them direction.

87 Jay Gough and Todd Willey took the stand and introduced themselves and their company.

88 It is a local company with roots in Bountiful, Woods Cross and West Bountiful. Keith Staley
89 served as an attorney for West Bountiful and is the founder of Onion Patch Securities. They
90 have worked over two years designing this community that they believe meets all West
91 Bountiful's City Codes. It is patterned after Mill Creek Meadows and is designed to attract
92 families that have an appeal to West Bountiful's rural lifestyle. It is a high end development that
93 will increase the value of surrounding land. Dave Wilder is the designer and MC Green is on

94 their team as well. Mike Allred is the owner and has an eye for detail and is a honorable
95 individual. The homes will be high efficiency, high quality homes with accessory buildings that
96 blend with the home. Meandering road, fences, water features, beautiful landscape, etc., will be
97 part of this community. The design for the homes will pattern the Ancient Modern Design.

- 98
- 99 • Alan Malan asked if not being able to have a gated community will affect their plans for
100 this community. Ben White noted that options they may pursue to have a gated
101 community. They can ask for a Code amendment, or appeal the decision to the city
102 council. Mr. Willey interprets the city code 16.12.060 differently regarding gated
103 communities. Chairman Hopkinson felt there was room for discussion if the subdivision
104 would be their own community and not depend on the city to maintain their roads.
 - 105 • Laura Charchenko feels it is a very beautiful concept but thinks they have some hurdles to
106 jump giving the example of Lot 24 and the challenge it appears to be to keep it
107 maintained. Mr. Willey responded that they do have a plan worked out by putting a
108 culvert on the property.
 - 109 • Mike Cottle felt that it looks great in concept. He agreed with Commissioner Charchenko
110 that there would be some hurdles to fix. He noted a few of his concerns but wished them
111 well as they go forward to work things out.
 - 112 • Kelly Enquist is concerned about the property to the South and how it can be tied in if it
113 is ever developed. Developers responded that they have addressed some of these things
114 with surrounding property owners and they seem to be supportive of the development.
115 There was concern about how Mr. Williams felt about the water feature.
 - 116 • Chairman Hopkinson asked about lots 25, 26, 27. He inquired how far the road will be
117 completed. Mr. Willey answered that in concept he didn't think it extends that far. Mr.
118 Chairman wondered if funds could be put into escrow for the road to be completed in the
119 future. He asked questions in regards to the HOA. He explained that HOA's have not
120 been too successful in our City in the past. Chairman Hopkinson pointed out all that
121 would need to be maintained inside a gated community to make it successful. He noted
122 that the details of the HOA's CC&R's will be extremely important in the future as they
123 present further plans. It may be a challenge to make the gated community a possibility
124 for this community. He also encouraged him to work out all the details with the County
125 regarding any storm drain and right of way issues.
 - 126 • David Wilding, Engineer for the development took the stand and stated that the HOA will
127 be responsible for the entrance and other things noted this evening. He addressed various
128 things that were concerns listed in Ben White's memorandum and how they plan on
129 working things out with surrounding property owners. Some discussion took place
130 regarding the water issues, detention ponds, discharging of water, etc. Mr. Wilding
131 assured them that all of these concerns will be addressed and worked out as they work
132 toward the final plans of the development.

133

134 Chairman Hopkinson requested Staff to set a Public Hearing. Ben White will schedule
135 the Public Hearing as soon as drawings and such are worked out.

136

137

138

139 **3. Staff Report**

140 **Ben White**

- 141 • We have seen a lot of interest regarding vacant properties our city and expect
- 142 development activity throughout the summer.
- 143 • Ovation Homes began laying sewer this week.

144 **Cathy Brightwell**

- 145 • New Audio System will be put into place the week of June 26th. We will need to
- 146 have the meeting that is scheduled on June 27th in the conference room.
- 147 • Introduced Jim Child’s art work now hanging in the Council Chambers.
- 148 • There are two candidates running for Mayor (Ken Romney and Brady Tracy) and
- 149 five for Council (Gary Merrell, Heather Gardner, Alan Malan and two incumbents
- 150 Kelly Enquist and Mark Preece) which will warrant a Primary to narrow the field
- 151 to four. A Primary will be held August 15 and a meet your candidates night will
- 152 be scheduled in the near future.

153
154 **4. Approval of Minutes dated May 9, 2017**

155 **ACTION TAKEN:**

156 *Laura Charchenko moved to approve of the minutes of the May 9, 2017 meeting as presented.*
157 *Mike Cottle seconded the motion and voting was unanimous in favor.*

160 **5. Adjournment**

161 **ACTION TAKEN:**

162 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting at*
163 *8:40pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.*

164
165

166 *The foregoing was approved by the West Bountiful City Planning Commission on June 27, 2017,*
167 *by unanimous vote of all members present.*

173 _____
174 _____
175 _____
176 *Cathy Brightwell – City Recorder*
177