

# MINUTES BOX ELDER COUNTY PLANNING COMMISSION FEBRUARY 19, 2004

The Board of Planning Commissioners of Box Elder County, Utah met in the County Commission Chambers of the Historic County Courthouse, 01 South Main Street, Brigham City, Utah at 7:00 p.m., **FEBRUARY 19, 2004**. The following members were present constituting a quorum:

Richard Kimber	Chairman
David Tea	Member
Jon Thompson	Member
Theron Eberhard	Member
Richard Day	Member
Clark Davis	Member
Ann Holmgren	Member

*The following Staff was present:*

Garth Day	County Planner
Elizabeth Ryan-Jepps	Dept Secretary
Amy Hugie	County Attorney
Denton Beecher	County Surveyor

The **session** was called to order by **Chairman Richard Kimber** at 7:04 p.m.

The *Minutes* of the regular meeting held on November 20, 2003 were given to the Planning Commissioners prior to their meeting (February 19, 2004) for review. **Chairman Richard Kimber** asked for a Motion as to whether or not the *Minutes* should be accepted as written. **Commissioner David Tea** made a motion to accept the Minutes as written and submit to **Chairman Richard Kimber** for his signature. The motion was seconded by **Commissioner Richard Day** and passed unanimously.

## SUBDIVISIONS FOR APPROVAL

### CONSENT AGENDA ITEMS

Two of the subdivisions were removed from the consent agenda for further discussion individually: The Twin Lakes Three-Lot Subdivision and the Ted Lewis One-Lot Subdivision.

#### **DANIEL & ROBIN NORMAN ONE-LOT SUBDIVISION, APPLICATION #S04-004, LOCATED AT OR ABOUT 6910 WEST 4000 NORTH, NORTHWEST OF CORINNE**

This one-lot subdivision is located in an area of the County that is currently un-zoned and consists of one acre. The petitioner has established proof of all utilities with water being provided by the West Corinne Water Co. As the petition appeared to be in accordance with the currently existing subdivision ordinances and Zoning requirements, Mr. Garth Day recommended granting preliminary and final approval at this time.

**MOTION:** A motion was made by **Commissioner David Tea** to grant **preliminary and final** approval for the Daniel & Robin Norman One-Lot Subdivision and submit to the Chairman for his signature. The Motion was seconded by **Commissioner Clark Davis** and passed unanimously.

**NEIL HARPER ONE-LOT SUBDIVISION, APPLICATION #S04-005, LOCATED AT OR ABOUT 6490 WEST 2400 NORTH IN THE WEST CORINNE AREA.**

This one-lot subdivision is located in an area of the County that is currently un-zoned and consists of 1.25 acres. The petitioner has established proof of all utilities with water being provided by the West Corinne Water Company. There is an existing home located on the property and the petition appears to be in accordance with the current subdivision ordinances and Zoning requirements. Mr. Garth Day recommended granting preliminary and final approval at this time.

**MOTION:** A motion was made by **Commissioner David Tea** to grant approval of the Neil Harper One-Lot Subdivision and submit to the Chairman for his signature. The Motion was seconded by **Commissioner Clark Davis** and passed unanimously.

**THE RYAN SORENSEN ONE-LOT SUBDIVISION AMENDMENT, APPLICATION #SS03-018, LOCATED IN THE EAST GARLAND AREA.**

This amendment changes the western boundary of the subdivision to fix an ownership problem. The one-lot subdivision is located in the east Garland area of the County, which is currently un-zoned and consists of .70 acre. The petitioner has established proof of all utilities, with water being provided by the UKON Water Company. As the petition is in accordance with the existing subdivision ordinances and Zoning requirements, it was recommended that granting preliminary and final approval be made at this time.

**MOTION:** A motion was made by **Commissioner David Tea** to grant approval of the Ryan Sorensen Subdivision Amendment and submit to the Chairman for his signature. The Motion was seconded by **Commissioner Clark Davis** and passed unanimously.

**THE RUPP ONE-LOT SUBDIVISION AMENDMENT (COLBY & LORI ROBERTS), APPLICATION #SS00-037, LOCATED AT OR ABOUT 8130 WEST 10400 NORTH IN THE TREMONTON AREA.**

The amendment to this subdivision reduces the size of the approved lot from 1.75 acres to one acre, eliminating the necessity for a well protection easement as the owners of the property have secured a culinary water connection with the West Corinne Water Company. The property is located in an area of the County that is currently un-zoned and as the petition appears to be in accordance with the existing subdivision ordinances and Zoning requirement, Mr. Garth Day recommended that final approval be granted at this time.

**MOTION:** A motion was made by **Commissioner David Tea** to grant approval of the Judy Rupp Subdivision Amendment and submit to the Chairman for his signature. The Motion was seconded by **Commissioner Clark Davis** and passed unanimously.

**THE TWIN LAKES, THREE-LOT SUBDIVISION, APPLICATION #SS04-002, LOCATED AT OR ABOUT 14130 NORTH 3100 WEST IN THE COLLINSTON AREA.**

Upon review of this subdivision application, it was found that the minimum frontage on the three lots did not meet the requirements as outlined in the LUC and the Planning Commissioners felt it best to table this request until the corrections could be made.

**MOTION:** A motion was made by **Commissioner Theron Eberhard** to Table the petitioner's request for approval of the Twin Lakes Three-Lot Subdivision application at this time. The Motion was seconded by **Commissioner David Tea** and passed unanimously.

**THE TED LEWIS ONE-LOT SUBDIVISION, APPLICATION #SS02-018, LOCATED AT OR ABOUT 10800 WEST 10755 NORTH, IN THE THATCHER AREA.**

This one-lot subdivision is located in an area of the County that is currently un-zoned and consists of 1.35 acres. There is an existing home on the lot and the petitioner has established proof of all utilities. **Commissioner Theron Eberhard** raised some questions regarding the private road and utility easement leading back to this one-lot property. Mr. Garth Day stated that this private road leads back to the property where there is an existing home on the lot. **Commissioner Theron Eberhard** then asked about who owns the land and who owns this particular road. Mr. Garth Day then explained that because this road is an already existing road it is classified as a private road and not a stem for a flag lot. Mr. Garth Day then stated that private roads may be approved with the Planning Commission's approval. **Commissioner David Tea** asked why it was being classified as a private road and not a flag lot, to which Mr. Garth Day's response was because of the existing home on the lot and (the road or driveway) has been used to access the property by the owner. Also, the road does not meet the standards of the flag lot because the length is over the maximum of 250 feet (for the stem); and the road is considered as part of the property. Also, because this road is not a dedicated County road, no other homes could be placed on its frontage until it was upgraded. There were some questions raised regarding the possibility of the landowner doing further subdivisions and placing homes on the opposite side of the private road. Mr. Garth Day stated that should that occur, then discussion would take place regarding changing the private road to a dedicated County road. **Commissioner David Tea** then suggested that the property owner dedicate the road at this time as a County Road, to which *County Surveyor Denton Beecher* stated that it was probably not in the best interest of the County to have it dedicated at this time. Mr. Garth Day then said that if the road were dedicated then the property would rely on the County for its upkeep and maintenance. After some further discussion the following motion was made.

**MOTION:** A motion was made by **Commissioner David Tea** to grant approval of the Ted Lewis One-Lot Subdivision with the stipulation (by **Commissioner Clark Davis**) that should any more development occur on the property, then the private road would be required to meet the regulations for a County road and be dedicated to the County. Mr. Garth Day said that he would speak to the engineer and include that stipulation on the final plat map. The Motion was seconded by **Commissioner Theron Eberhard** and passed unanimously.

## NEW BUSINESS

### ARIMO CORPORATION PETITION TO VACATE A COUNTY ROAD, APPLICATION #SS04-003, LOCATED AT THE VERY SOUTH END OF THE GROUSE CREEK MOUNTAINS (LEADING TO THE ROSE BUD RANCH).

Mr. Garth Day went over the background regarding the area where this road is located within the County. The current zoning for the area is MU-160 and the section to be vacated is not currently being developed. The requested vacation is shown as a class "B" road on the access management plan and the County transportation plan. The only purpose for the road at this time is to access a privately owned ranch and there does not appear to be a legitimate public purpose for continuing to maintain the road as a county road. Vacating this road would not have a significant impact on the County's General Plan. After Mr. Garth Day's review of the LUC, the petition did not appear to be in violation with any of the current County LUCs. The only adjacent landowner of the property is the petitioner. *Mr. Douglas Freestone* was present at the meeting representing the ARIMO Corporation and their petition to have this County Road vacated. *Mr. Freestone* had a more detailed map, which he showed to the Commissioners as he explained the proposed petition. The ARIMO Corporation has been in contact with the U S Fish and Wildlife, the Utah Wildlife Service and the Department of Water Resources and they are in the process of creating ponds in this area where threatened fish will be introduced, (hopefully) helping to help to keep them off of the endangered species list. There will be a fence along the road and the BLM property. The area will be sensitive with the fishponds, and closing the road will control unwanted access. The road leads into the Rose Bud Ranch and all of the surrounding area is owned by the ARIMO Corporation or the BLM. *Mr. Freestone* also stated that the ARIMO Corporation is working the UDOT and they are in the process of fencing off the area to help with the movement of the cattle in that section. After some discussion between *Mr. Freestone* and the Planning Commissioners, the following findings were concluded:

- ◆ *there is no prevailing public interest in keeping the road open*
- ◆ *the petition does not have a substantial effect on the County's General Plan*
- ◆ *the proposed vacation does not violate any provisions of the County LUC*
- ◆ *the proposed vacation will not financially harm any adjacent landowner or stakeholder*

**MOTION:** A motion was made by **Commissioner Jon Thompson** to recommend to the County Commission the petition from the ARIMO Corporation to vacate this County Road, based on the information and (four) findings: ***(1) there is no prevailing public interest in keeping the road open; (2) the petition does not have a substantial effect on the County's General Plan; (3) the proposed vacation does not violate any provisions of the County LUC; and (4) the proposed vacation will not financially harm any adjacent landowner or stakeholder.*** The Motion was seconded by **Commissioner Richard Day** and passed unanimously.

## DISPOSAL OF SURPLUS COUNTY OWNED PROPERTY

County Surveyor Denton Beecher addressed the Planning Commissioners regarding several parcels of land in the County that are being considered for disposal through the surplus process. These areas ranged from a one inch square to the largest area being eleven acres. Some of those parcel included (but not limited to) the following:

- **02-039-0007**            **1.74 acres**            part of the Facer Catch Basin located behind the Wells property in the Willard area, possibly to be deeded to the Willard Flood Control District
- **03-048-0013 & 0023** **1.4 acres**            possibly to deed to Town of Mantua
- **05-192-0007**            **Road (curve)**            located by Peterson Park; possibly deed to Town of Elwood
- **08-052-0008**            **11.08 acres**            located in the Plymouth – former gravel pit
- **04-061-0020**            **.55 acre**            located in the area of Bear River City
- **05-056-0001**            **.20 acre**            located in the Bothwell area

*A complete list of the properties accompanies these Minutes.*

Mr. Beecher explained that some of the properties could be deeded to individuals that currently own the surrounding property, while others (the larger areas) could be sold or auctioned off, thus getting the property back on the County tax rolls and generating some revenue. Commissioner David Tea asked what the process was for disposing of this property. County Attorney Amy Hugie told the Planning Commissioners that the process by which the property would be disposed of would depend on the size of the particular piece and whether or not it would be of any economic value to the County. The larger parcels should probably be sold, but those that are smaller, i.e. one square foot, etc, would cost more to sell them than to do otherwise. Ms. Hugie said that after the Planning Commission decides to recommend the disposal of the property, that decision would be taken back to the County Commission and they would make the final decision as to how to dispose of the properties. The County Commission would hold a public hearing and each parcel would be addressed individually. Commissioner Theron Eberhard asked about the portion of road that could possibly be deeded to the Town of Elwood, and would the road would first need to be vacated before it could be deeded to Elwood. In answer to this question, Mr. Beecher explained that often times when cities annex land area that was previously unincorporated, the roads are automatically transferred to them, but sometimes they (the roads) do not get transferred in the Recorder's Office and are still listed as a County road and owned by Box Elder County. After some continued discussion between the Planning Commissioners and Mr. Beecher, the following motion was made.

**MOTION:** A Motion was made by Commissioner Theron Eberhard to recommend to the County Commission the disposal of this surplus County property based on the following summary of findings presented by Mr. Garth Day:

## **SUMMARY OF FINDING FOR DISPOSAL OF SURPLUS PROPERTY**

**Based on our review of the properties that the County Surveyor has identified as surplus, we make the following findings:**

- ⇒ Disposing of these properties will not have a significant impact on the land use element or the transportation element of the County's General Plan; and
- ⇒ The disposal of said properties do not appear to be in conflict with the Box Elder County Land Use Code, or any other County ordinances or policies.
- ⇒ Based on the above findings, staff recommends disposal of the identified surplus property as per the disposal of surplus property.

The Motion was seconded by **Commissioner David Tea** and passed unanimously.

### **HIGH COUNTRY ESTATES, PHASE I SUBDIVISION – DOWN ZONE AND SUBDIVISION APPLICATION REVOCATION (APPLICATION SS01-001).**

Mr. Garth Day addressed the Planning Commissioners regarding this item on the agenda. The High Country Estates, Phase 1 Subdivision is located in the Beaver Dam area on property that is currently zoned MU-40 with a P-Zone overlay. Mr. Garth Day explained that the petitioner has not complied with the time constraints as outlined in the LUC for the P-Zone. Final approval for this subdivision was originally granted on December 18, 2001. The LUC stipulates that the petitioner has two years from the approval of the subdivision to start the development. During that two-year period, the petitioner has not been able to provide the financial guarantees for the subdivision improvements, (roads) as the County requires that the petitioner establish an escrow account to cover the costs of the improvements in the subdivision. Based on his findings, Mr. Garth Day recommended that the Planning Commissioners revoke the subdivision approval and start the process to downzone the property to its original MU-40 status. [Subsequent discussion between the Staff and the Commissioners revealed that removing the P-Zone would cause the land to revert to its original MU-40 status and no process would be necessary to downzone.] Mr. Garth Day explained that the reason for this was that based on the history and some of litigations that have taken place due to this particular subdivision, and the lack of the petitioner to perform in obtaining financial backing for the project's improvements, it appeared that this property is not ready to be developed at this time. To avoid any problems with not moving forward with the guidelines of the LUC, Mr. Garth Day recommended that the Planning Commission revoke the petition.

The petitioner, *Mr. Alton Viebell* (owner and developer of High Country Estates) was present at the meeting and asked to address the Planning Commissioners, and as there are three new members on the Commission he was allowed to do so. *Mr. Viebell* explained that in 1996 this phase was originally approved. Upon the approval, *Mr. Viebell* borrowed \$100,000.00 to get started on the project and then because of various problems with the well he was granted an extension by the State and in the meantime opposition to the development came up and he, along with the State of Engineers were sued and the Court process lasted for two years). The subdivision was again approved in 1999 and the opposition sued the County at that time. Because of these lawsuits, *Mr. Viebell* has had difficulty obtaining funds for the improvements, even though the court cases were ruled in his favor. *Mr. Viebell* read a letter that he had written to the County Planning Commission regarding the High Country Estates (Attachment A). *Mr. Viebell* also had copies of other documents regarding this development, i.e. six copies of the *High Country Estates Option Contract for Purchase of Real Estate Property* (Attachment B); a letter from ABCO Construction, Inc. regarding the construction of the water tank for the subdivision (Attachment C); a resume from Bequette

Development LLC (Attachment D); and a letter from Home Savings Bank in Salt Lake City (Attachment E).

Mr. Viebell continued to address the Planning Commissioners regarding this development and the problems that he has encountered during the process, also his desire for an extension on this subdivision petition. A dialogue ensued between Mr. Viebell, the Planning Commissioners, the County Attorney and Mr. Garth Day with some of the following comments being made:

⇒ Mr. Garth Day read a section of the LUC, which the staff was relying on regarding its findings.

*“If the owner(s) or developer of the P District is unwilling or unable to carry out the requirements of the Preliminary Design Plan because claimed adequate water supplies, waste water disposal, streets, or other major elements of approval cannot or will not be provided as required, the County Commission may stop all development in the District until such failure has been remedied or may revert the zoning to the original zoning which existed prior to creation of the P District, without waiting for the 2 year period provided above.” (LUC 15.6.3)*

Mr. Garth Day stated that because of the problems that have occurred regarding this subdivision, it appears that the area is not “ripe” for development. Based on the pressure that has been received from the opposition regarding this subdivision, and their willingness to sue, he felt that granting an extension would only result in the Planning Commissioners convening at the end of the extension and still finding that the necessary funds are not in escrow for the improvements.

⇒ Commissioner Clark Davis felt that denying the extension should not be based on litigation pressure, but because of the petitioner’s failure to comply with the guidelines of the County LUC.

⇒ Mr. Garth Day pointed out that the opposition would [and has used] the fact that the Commission was not following their own guidelines [or rules].

⇒ County Attorney Amy Hugie stated that there would need to be some very specific findings to not comply with the [County LUC] ordinances and grant an extension to Mr. Viebell.

Mr. Viebell asked if the Commission could grant him a ninety-day extension.

⇒ Commissioner Jon Thompson did not think that the extent of time for an extension should be considered, “whether it be one day, ninety-days or a year.”

⇒ Mr. Garth Day stated that the ordinance does NOT require that the zoning be reverted back to the original MU-40 Zone; it may be considered but it is not an absolute. However, some decision needed to be made. He stated that it is apparent as his position of the staff that the requirements of this district cannot be met for the subdivision improvements. *“The project is financially not feasible to install the type of requirements or the type of improvements that are required to get this done. It’s not feasible and I don’t see a point in doing anything except reverting it back.”*

⇒ *County Attorney Amy Hugie: "I think that the staff's recommendation is incredibly appropriate, even though Mr. Viebell talks about this business going on since '99, that's not exactly true. This has been going on since 1979; that is when the original proposal happened and it has been going on ever since then; and it's just been this last . . . since '99 until now, and I realize that there has been litigation going on . . . there has been some major firming up of the plans, but if he hasn't been able to comply by this point, what the opposition is going to show -- try to show -- is that we are going outside of our process; and that's what we're debating over right now, that we've not followed our own process, and if we grant an extension and we don't have some sort of incredibly detailed findings, we'll be looking at another lawsuit. The opposition has not failed to sue us over that in the past and we need to be very careful about following our own process. That's why I believe that the staff's recommendation of reverting back is the best course of action."*

⇒ **Commissioner Theron Eberhard** asked Mr. Garth Day to explain the option of not having to revert the zoning back to the original MU-40.

⇒ Mr. Garth Day: *"The zoning, of course, is a legislative function . . . something that the County Commission has the power to zone or not zone . . . so that is something for them, but it sort of begs the question, a P-Zone is a little different than a normal zone. A P-Zone is very specific for development. The P-Zone requirement matched the development exactly; and so if the development isn't going to work, and then the subdivision doesn't work, then what's the point of having a P-Zone? If the P-Zone is lifted, the land would automatically revert back to the MU-40 zone and no re-zoning process would have to be done to accomplish that goal since the P-Zone is an "overlay".*

⇒ **Commissioner Clark Davis** commented then that as far as the staff's recommendation goes, it is not to re-zone the property, but to remove the P-Zone and the land would revert back to the MU-40.

⇒ **Commissioner Theron Eberhard** referred to the LUC 15.6 **"Conditions Under Which Planned District May Revert to Original Zoning"** and the three things listed under that heading. 15.6.1 talks about no development having occurred and he (**Commissioner Eberhard**) was not convinced that no development has occurred. Upon listening to *Mr. Viebell*, **Commissioner Eberhard** felt that without seeing the property it would be hard to make judgment as to whether or not any development had been accomplished; in which case that requirement had been met. **Commissioner Eberhard** was also not convinced that the conditions under 15.6.3 had not been met regarding the adequate water supplies, streets, etc. Even though *Mr. Viebell* has not been able to secure the funding up to this point, there have been some indications that the petitioner is working toward that end and the Commission should at least allow him some time to further pursue the funding process with those [lending institutions] that are looking at the project at this time.

⇒ **Chairman Richard Kimber** felt that this Planning Commission had gone "overboard in the past" in regards to this development and subdivision in attempts to assist *Mr. Viebell* and appreciated **Commissioner Theron Eberhard's** point of view; however the date on the letter from the Home Savings Bank in Salt Lake was dated February 18, 2004 and the two year deadline was December 18, 2003. The **Chairman** felt that it would put the Planning Commission in a precarious situation to grant an extension based on this letter.

⇒ **Commissioner Clark Davis** didn't feel that an extension could be granted for something when the expiration date had already passed; the County Attorney concurred. And, according to the County Attorney, not only did *Mr. Viebell* have the two years, but also he had an extra two months to try and get this funding in place before this meeting of the Planning Commission. Also the letter from the Home Savings Bank raised concerns over Phase II of the development, and Mr. Garth Day said that he had been in touch with the Bank regarding those concerns.

The Planning Commissioners further discussed *Mr. Viebell's* options if the Commission did not grant an extension on this development; and how he would start this application process over again. Mr. Garth Day stated that if the Planning Commission made a finding that there had been significant progress in the development of the property then there would not be an extension issue. However, if there has not been significant progress and there is no chance of progress then the petition would "go away" and *Mr. Viebell* would have to re-apply in the future; however, there would probably be a two-year waiting period for another re-zoning or P-Zone petition.

Regarding the issue concerning the different lawsuits, *County Attorney Amy Hugie* had this to say: *"The latest one (lawsuit) has to do with whether or not we followed or own process . . . and I don't want to get into that too much here in an open meeting, but when there is a possibility that we're not following our own process that's when we run into possibilities of liabilities; and that's where the big concern is."*

⇒ Mr. Garth Day stated that the reason the issue of the lawsuits is being brought up is because the two-year time frame is mentioned in the code and the County is in the middle of a lawsuit at this time; the opposition's counsel has brought this up and have been asking about what is happening, what is the County doing, is the property being reverted back to the original zone; has a finding been made that there has been significant progress on the development, so this subject has to be addressed.

⇒ *County Attorney Amy Hugie* said that is not an issue as to whether or not we (the County) are going to be sued, but whether or not we (the County) are following our own process. (In her opinion) *Ms. Hugie* would recommend that the Planning Commission go with the recommendation of the staff, as that would be following the outlined process of the LUC.

**Commissioner Jon Thompson** offered this comment: *"Mr. Viebell, I think . . . I can't. . . it's real difficult for this Commission – I speak for everybody right now – we understand the amount of money and time and effort that you have put into this project, and it's a terrible shame if things don't come to fruition for you; but we're sitting here, the County Attorney has given us counsel how to deal with this and I'm having a real difficult time ignoring that counsel. I don't think it's in the interest of the County to ignore that unless you can give us some reason why we could do that. Now you've attempted to do that, but as it's been pointed out here there are some issues here that you really haven't complied . . . the time issue has gone by."*

*Mr. Viebell* asked if the issue could be tabled for thirty days.

⇒ **Chairman Richard Kimber** stated that the issues would probably remain exactly the same as they are now – if it were tabled for a day, or thirty days, or ninety days, *"those issues remain exactly as they are tonight, because of the timeframe"* set forth in the [current] LUC.

⇒ **Commissioner Clark Davis** said: *"I think that everyone wishes that this were a successful project, everyone wishes that you had the financing in place and the project that was approved in '99 had come to fruition and that it was constructed and built and that it was done. Everyone had faith on the front end that it would happen and yet being four year further down the road our biggest concern is complying with our own ordinances, complying with the provisions that were set up at the front end of the project and the non-compliance puts us in a very precarious position as saying, arbitrarily, we'll grant Alton Viebell an exception to this when we don't grant that exception on a regular basis. Somehow we need to be governed by our own policy, now Theron (Commissioner Eberhard) read as far as the P-Zone is concerned, but there were requirements beyond the P-Zone, which were the financial guarantees. Financial guarantees have not been complied with, and my theory is, that regardless of what we do as a Commission, unless we move to comply with our own ordinance we're just setting ourselves up, because in my opinion, December 18<sup>th</sup> was the time frame for completion for those requirements, and it's lapsed; so I'm not sure we're in a position to grant an extension because it's already lapsed by word or law, and so I worry about taking any other action other than the action recommended by staff for fear that we're not in compliance with our own ordinance. I think that's it's already lapsed."* **Commissioner Theron Eberhard** again referred to the LUC and the statement that "no development" had been made. However, **Commissioner Clark Davis** said that the LUC was addressing the P-Zone and the "other requirement was the financial guarantees [a requirement that was in place in 2001 when the approval was give] and those financial guarantees have not been provided; you've (Mr. Viebell) made every effort to provide them, but they are still not in place. So they weren't in place after the two-year time frame. So there was more to the requirement than just the compliance of the P-Zone. The financial guarantees were a pre-requisite. They were a requirement and they're not there, they weren't there at the end of the two-year time frame."

⇒ **Commissioner David Tea** asked: "So if that being the case, it appears to me, does it not automatically just go away? I mean what kind of a motion are we looking for? We can't approve it; does it not automatically revoke itself?"

⇒ **Commissioner Theron Eberhard** again read from the LUC 15.6.3 . . . "the County Commission may stop all development in the District until such failure has been remedied or may revert the zoning to the original" but as this is the Planning Commission (as **Chairman Richard Kimber** pointed out) all that this Commission can do is take action and make a recommendation to the County Commission and they (the County Commission) can either go with the Planning Commission [recommendation] or do what they deem appropriate, but since it was the Planning Commission that granted the original approval, was active in developing the P-Zone and also granted the extension, then the Planning Commission is obligated to make some recommendation back to the County Commission. Mr. Garth Day stated that due to the law suits the time frame started over again in December of 2001 and there had not been an extension and this Commission was not acting upon an extension.

⇒ **Commissioner Clark Davis** made the following suggestion after (again) reading 15-6.3 of the LUC in its entirety: *"If the owner(s) or developer of the P District is unwilling or unable to carry out the requirements of the Preliminary Design Plan because claimed adequate water supplies, waste water disposal, streets, or other major elements of approval cannot or will not be provided as requires, the County Commission may stop all development in the District until such failure has been remedied or may revert the zoning to the original*

zoning which existed prior to creation of the P District, without waiting for the 2 year period provided above' . . . so it's talking about within the two-year time frame and not beyond the two year time frame. . . within the two-year time frame of when it was approved that the County Commission can come back and say stop all development in the District." Therefore, " I would suggest that the Planning Commission go on record as complying with their own ordinance and referring it to the County Commission to make the tough call on whether all development is seized and the P-Zone is withdrawn and so forth; and you don't have to make a determination tonight because the final determination can't be made at this level anyway. In the meantime, before it comes to the County Commission, if any of you want to go out and review what has been done and write a personal letter of support saying 'I've witnessed the development on the site and I can see that these things have been accomplished' then maybe that's additional ammunition for the County Commission, but I don't see any option other than to complying with our own ordinance. I don't think we have to make a hard call other than to say that we are complying with our own ordinance and refer it to the County Commission."

At the conclusion of this lengthy discussion **Chairman Richard Kimber** asked for a motion on this issue.

**MOTION:** A motion was made by **Commissioner David Tea** that the Planning Commission forward to the County Commission its findings that the petitioner (*Mr. Alton Viebell* of High Country Estates): *(1) has not complied with the conditions as set forth in the LUC for both zoning and development procedure and that (2) the petition is not in accordance with existing Subdivision and Zoning Requirements.* Amendment by **Commissioner Clark Davis:** *(3) and that the Planning Commission recommends that the County Commission review and consider the potential removal of the P-Zone.* The Motion was seconded by **Commissioner Richard Day** and passed with six votes "for" and one vote "against" by **Commissioner Theron Eberhard.**

## WORKING REPORTS

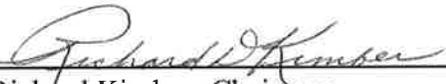
Mr. Garth Day spoke with the Commissioners regarding the progress of the **West Corinne Community Planning Committee**. The Committee is ready to go to the citizens of West Corinne with their findings regarding the possible zoning in the area and it would probably be best to set the location at the elementary school in Corinne. The Planning Commissioner felt that they would like to meet with the Committee members before the time of the public hearing. **Commissioner Clark Davis** suggested that a work session be set where a power point presentation could be given to the Planning Commissioners to help them understand the findings of the committee. The next regular meeting (March 18<sup>th</sup>) could start at 6:00 p.m. with the work session and then move into the Planning Commission meeting at 7:00 p.m. Then a week later the public hearing in Corinne could be set for March 25, 2004. Mr. Garth Day would go through the power point presentation and then the members of the West Corinne Community Planning Committee could address the citizens regarding the recommendations that the committee made (or are making) to the Planning Commission members.

Mr. Garth Day also stated that the progress with the **Bothwell Community Planning Committee** has been moving forward with meetings about every two weeks. There has been a lot of progress and the members of the committee have addressed many issues. That committee could be ready in

March, but with the schedule of the West Corinne Committee, Bothwell's Committee could look at April for presenting their findings (or recommendations) to the Planning Commission members. Commissioner Clark Davis had attended one of the meetings of the Bothwell committee and was impressed that both sides of the zoning issue were being addressed and the members are getting their points out on the issue. Mr. Garth Day told the Commissioners that Dr. Oaks from Utah State University had talked with the Bothwell Committee regarding the geology of the area; i.e. water, water table levels, soil, etc. and the information was pertinent regarding the soil in the Bothwell pocket area.

A Motion was made by Commissioner Ann Holmgren and seconded by Commissioner Theron Eberhard to adjourn the meeting at 9:18 p.m., all concurred

Passed and adopted in regular session this 18th day of March 2004.

  
Richard Kimber, Chairman  
Box Elder County  
Planning Commission

**ATTACHMENT "A"**

February 18, 2004

Box Elder County Planning Commission  
Box Elder County  
One South Main Street  
Brigham City, UT

Re: High Country Estates

Dear Members of the Planning Commission:

As you know, on December 18, 2001 the Box Elder County Commission approved Phase I of High Country Estates. Since then, I have been working diligently to make the improvements required by the County and to obtain funding to complete those improvements. Section 15-6-1 of the Box Elder County Development Code provides:

If NO development has occurred to effectuate a P- District development within 2 years after the district is created, the planning commission shall review the action and determine whether or not the continuation of a given P-district is in the public interest.

That is not the case here. By December 18, 2003, two years after Phase I for the High Country Estates was approved, the following improvements had been completed:

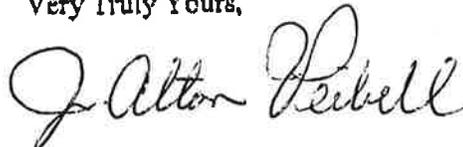
1. I have cut in the south loop entrance road. I have installed 10" pit run gravel and 6" of road base. That road is now ready for black top.
2. I have cut in the horizon circle and the Highlander circle. I have installed 6" of pit run gravel.
3. In early 2002, I obtained preliminary approval from Zions Mortgage in Logan to make the loan for the improvements, to be put in an escrow account, so the final plat could be

signed by the County Recorder and recorded. Zions Mortgage waited 8 months to give me their final answer. Zions Mortgage finally declined to make the loan since Phase I was carrying the biggest share of the improvements for Phase I and Phase II, even though the MAI appraisal showed more than enough equity.

4. After being declined by Zions Mortgage, I contacted several other banks. After reviewing our MAI appraisal several other banks were very interested because there was more than adequate collateral with both Phase I and Phase II. However, because Phase II was not approved the banks declined for the same reason Zion Mortgage decline before.
5. In October 2002, I contacted the Funding Solutions, Inc. in Stamford, Connecticut. They indicated they were interested and I flew back to Connecticut and met with them. They said the MAI appraisal showed we had sufficient collateral. However, they declined the loan because they had the same concern without Phase II being approved.
6. I am now working with Randy Call of Home Savings Bank in Salt Lake City. He has said they are willing to do the financing if I can show that Phase II will be approved by the county. Phase I is carrying the biggest share of the Improvements for Phase I and Phase II. I hope to be able to satisfy his concerns and move the project forward.

On June 6, 1996, the planning commission passed our preliminary design plan which included Phase I and Phase II combined. I am intent on developing Phase I and Phase II and have invested all of my life savings and have borrowed heavily. This is not a case where there has been "no development" during the past two years. Under Section 15-6-1, High Valley Estates should not revert to MU-40 zoning, since there has been development during the last 2 years.

Very Truly Yours,



Alton Viebell

cc: Garth Day  
Denton Beecher  
Jon Bunderson

# HIGH COUNTRY ESTATES OPTION CONTRACT FOR PURCHASE OF REAL ESTATE PROPERTY

This agreement entered into by J. Alton Veibell and Grethe C. Veibell, here after referred to as the Seller, and C. Teel Debra N. Roundy here after referred to as the Buyer. For the purpose of conveying Proposed Lot # 2 which is a part of a proposed subdivision of the west 1/2 of the southeast quarter of section 23, township 12 north, range 2 west, Salt Lake meridian, described as follows: Commencing at the northeast corner of section 23 and running thence west 1843.08 feet and south 1872.34 feet to the true point of beginning; running thence N 81 31'59" E, 221.74 feet; Thence east 188.14 feet to a point on the Box Elder county line; thence S 3 34'48" E, 2131.74 feet along said county line; Thence S 36 20'54" E, 622.14 feet along said county line; Thence S 21 44'06" W, 535.19 feet along said south line; Thence N 07 07'00" E, 1318.05 feet (1332' M/L by record); Thence N 15 59'00" W 1089.50 feet; Thence N 05 15'00" E, 1091.80 feet to the true point of beginning.

The purchase price of the above listed property is \$39,900.00 ( ) ( ), and this agreed amount will remain as listed during the duration of this Options contract agreement.

1. The Buyer agrees to deposit good faith monies in the amount of \$ 800<sup>00</sup> with the Hillam Title Agency @ 26 North Tremont Street, Tremonton Utah, 84337 to be held in non interest bearing escrow until date July 97, or a time when seller has performed the required improvements required by local codes, ordinances, county and state laws, to enable an issuance of a building permit on the above listed property. Such monies to be forfeited to the seller, should buyer fail to close within 30 days of the above date, and seller has performed all Box Elder County requirements.
2. In the event the Seller is unable to complete the required improvements within the agreed period, the Buyer then has the option to extend this contract period, or have the good faith monies returned to them, canceling any and all agreements pertaining to the purchasing of the above described property. The Seller has the option to alter this agreement with the consent of the Buyer, if Weather, or other circumstances not under the control of the Seller delays the completion of the required improvements.
3. Upon the completion of improvements required and the property qualifies for a building permit, it will be the responsibility of the Buyer to obtain what ever financing or funds required to pay the balance of the agreed purchase price, less the good faith deposit prior to beginning any construction on the property. Building permits must be applied for by the buyer at the earliest possible time, once the property qualifies.
4. The final description and location of the proposed lot is subject to final acceptance of the proposed plat by the County of Box Elder, State of Utah, and may ultimately differ from the attached map.

This agreement entered into on this date of Feb 9-1997  
By:

J. Alton Veibell  
Grethe C. Veibell  
 SELLER  
[Signature]  
 WITNESS

C. Teel Roundy  
[Signature]  
 BUYER  
J. Alton Veibell  
 WITNESS

Attachment; Partial plot map showing proposed location of lot.

Received \$800<sup>00</sup> cash 2/11/97 - [Signature] Hillam Title

# HIGH COUNTRY ESTATES OPTION CONTRACT FOR PURCHASE OF REAL ESTATE PROPERTY

This agreement entered into by **J. Alton Veibell and Grethe C. Veibell**, here after referred to as the Seller, and ROBERT L. MARSHALL here after referred to as the Buyer. For the purpose of conveying Proposed Lot # 19 which is a part of a proposed subdivision of the west 1/2 of the southeast quarter of section 23, township 12 north, range 2 west, Salt Lake meridian, described as follows: Commencing at the northeast corner of section 23 and running thence west 1843.08 feet and south 1872.34 feet to the true point of beginning; running thence N 81 31'59" E, 221.74 feet; Thence east 188.14 feet to a point on the Box Elder county line; thence S 3 34'48" E, 2131.74 feet along said county line; Thence S 36 20'54" E, 622.14 feet along said county line; Thence S 21 44'06" W, 535.19 feet along said south line; Thence N 07 07'00" E, 1318.05 feet (1332' M/L by record); Thence N 15 59'00" W 1089.50 feet; Thence N 05 15'00" E, 1091.80 feet to the true point of beginning.

The purchase price of the above listed property is \$ 47,000 (0) (0), and this agreed amount will remain as listed during the duration of this Options contract agreement.

1. The Buyer agrees to deposit good faith monies in the amount of \$ 940<sup>00</sup> with the Hillam Title Agency @ 26 North Tremont Street, Tremonton Utah, 84337 to be held in non interest bearing escrow until date 10 OCT. 1997, or a time when seller has performed the required improvements required by local codes, ordinances, county and state laws, to enable an issuance of a building permit on the above listed property. Such monies to be forfeited to the seller, should buyer fail to close within 30 days of the above date, and seller has performed all Box Elder County requirements.

2. In the event the Seller is unable to complete the required improvements within the agreed period, the Buyer then has the option to extend this contract period, or have the good faith monies returned to them, canceling any and all agreements pertaining to the purchasing of the above described property. The Seller has the option to alter this agreement with the consent of the Buyer, if Weather, or other circumstances not under the control of the Seller delays the completion of the required improvements.

3. Upon the completion of improvements required and the property qualifies for a building permit, it will be the responsibility of the Buyer to obtain what ever financing or funds required to pay the balance of the agreed purchase price, less the good faith deposit prior to beginning any construction on the property. Building permits must be applied for by the buyer at the earliest possible time, once the property qualifies.

4. The final description and location of the proposed lot is subject to final acceptance of the proposed plat by the County of Box Elder, State of Utah, and may ultimately differ from the attached map. **SUCH ALTERATION MUST BE IN AGREEMENT WITH THE BUYER.**

**D. FINAL CLOSURE ON THE PROPERTY IS CONTINGENT UPON REVIEW AND APPROVAL BY THE BUYER OF THE HOME OWNER'S ASSOCIATIONS GUIDELINES & REGULATIONS.**

This agreement entered into on this date of 17 MAY 1997

By:

J. Alton Veibell  
Grethe C. Veibell  
SELLER  
Shaaron C. Moake  
WITNESS

ROBERT L. MARSHALL  
[Signature]  
BUYER  
[Signature]  
WITNESS

Attachment; Partial plot map showing proposed location of lot.

# HIGH COUNTRY ESTATES OPTION CONTRACT FOR PURCHASE OF REAL ESTATE PROPERTY

This agreement entered into by **J. Alton Veibell and Grethe C. Veibell**, here after referred to as the Seller, and Frank R. And Margaret T. Williams here after referred to as the Buyer. For the purpose of conveying Proposed Lot # 17 which is a part of a proposed subdivision of the west 1/2 of the southeast quarter of section 23, township 12 north, range 2 west, Salt Lake meridian, described as follows: Commencing at the northeast corner of section 23 and running thence west 1843.08 feet and south 1872.34 feet to the true point of beginning; running thence N 81 31'59" E, 221.74 feet; Thence east 188.14 feet to a point on the Box Elder county line; thence S 3 34'48" E, 2131.74 feet along said county line; Thence S 36 20'54" E, 622.14 feet along said county line; Thence S 21 44'06" W, 535.19 feet along said south line; Thence N 07 07'00" E, 1318.05 feet (1332' M/L by record); Thence N 15 59'00" W 1089.50 feet; Thence N 05 15'00" E, 1091.80 feet to the true point of beginning.

The purchase price of the above listed property is \$ 47,000.00 ( ) ( ), and this agreed amount will remain as listed during the duration of this Options contract agreement.

1. The Buyer agrees to deposit good faith monies in the amount of \$ 940.00 with the Hillary Title Agency @ 26 North Tremont Street, Tremonton Utah, 84337 to be held in non interest bearing escrow until date Aug 15, 1997, or a time when seller has performed the required improvements required by local codes, ordinances, county and state laws, to enable an issuance of a building permit on the above listed property. Such monies to be forfeited to the seller, should buyer fail to close within 30 days of the above date, and seller has performed all Box Elder County requirements.
2. In the event the Seller is unable to complete the required improvements within the agreed period, the Buyer then has the option to extend this contract period, or have the good faith monies returned to them, canceling any and all agreements pertaining to the purchasing of the above described property. The Seller has the option to alter this agreement with the consent of the Buyer, if Weather, or other circumstances not under the control of the Seller delays the completion of the required improvements.
3. Upon the completion of improvements required and the property qualifies for a building permit, it will be the responsibility of the Buyer to obtain what ever financing or funds required to pay the balance of the agreed purchase price, less the good faith deposit prior to beginning any construction on the property. Building permits must be applied for by the buyer at the earliest possible time, once the property qualifies.
4. The final description and location of the proposed lot is subject to final acceptance of the proposed plat by the County of Box Elder, State of Utah, and may ultimately differ from the attached map.

This agreement entered into on this date of March 1, 1997  
By:

J. Alton Veibell  
Grethe C. Veibell

SELLER

Frank R. Williams  
WITNESS

Frank R. Williams  
Margaret T. Williams

BUYER

J. Alton Veibell  
WITNESS

Attachment; Partial plot map showing proposed location of lot.

**HIGH COUNTRY ESTATES  
OPTION CONTRACT  
FOR PURCHASE OF REAL ESTATE PROPERTY**

This agreement entered into by **J. Alton Veibell and Grethe C. Veibell**, here after referred to as the Seller, and Frank and Margaret T. Williams here after referred to as the Buyer. For the purpose of conveying Proposed Lot # 23 which is a part of a proposed subdivision of the west 1/2 of the southeast quarter of section 23, township 12 north, range 2 west, Salt Lake meridian, described as follows: Commencing at the northeast corner of section 23 and running thence west 1843.08 feet and south 1872.34 feet to the true point of beginning; running thence N 81 31'59" E, 221.74 feet; Thence east 188.14 feet to a point on the Box Elder county line; thence S 3 34'48" E, 2131.74 feet along said county line; Thence S 36 20'54" E, 622.14 feet along said county line; Thence S 21 44'06" W, 535.19 feet along said south line; Thence N 07 07'00" E, 1318.05 feet (1332' M/L by record); Thence N 15 59'00" W 1089.50 feet; Thence N 05 15'00" E, 1091.80 feet to the true point of beginning.

The purchase price of the above listed property is \$ 47,000.00 ( ) ( ), and this agreed amount will remain as listed during the duration of this Options contract agreement.

1. The Buyer agrees to deposit good faith monies in the amount of \$ 940.00 with the Hiram Title Agency @ 26 North Tremont Street, Tremonton Utah, 84337 to be held in non interest bearing escrow until date Aug 15, 1997 or a time when seller has performed the required improvements required by local codes, ordinances, county and state laws, to enable an issuance of a building permit on the above listed property. Such monies to be forfeited to the seller, should buyer fail to close within 30 days of the above date, and seller has performed all Box Elder County requirements.
2. In the event the Seller is unable to complete the required improvements within the agreed period, the Buyer then has the option to extend this contract period, or have the good faith monies returned to them, canceling any and all agreements pertaining to the purchasing of the above described property. The Seller has the option to alter this agreement with the consent of the Buyer, if Weather, or other circumstances not under the control of the Seller delays the completion of the required improvements.
3. Upon the completion of improvements required and the property qualifies for a building permit, it will be the responsibility of the Buyer to obtain what ever financing or funds required to pay the balance of the agreed purchase price, less the good faith deposit prior to beginning any construction on the property. Building permits must be applied for by the buyer at the earliest possible time, once the property qualifies.
4. The final description and location of the proposed lot is subject to final acceptance of the proposed plat by the County of Box Elder, State of Utah, and may ultimately differ from the attached map.

This agreement entered into on this date of March 1, 1997  
By:

J. Alton Veibell  
Grethe C. Veibell

SELLER

Frank T. Williams  
Margaret T. Williams

BUYER

Frank T. Williams

WITNESS

J. Alton Veibell

WITNESS

**Attachment:** Partial plot map showing proposed location of lot.

## LOT RESERVATION AGREEMENT

For and in consideration of a deposit in the amount of \$ 1000 <sup>or less</sup> it is hereby agreed upon between Cache Box Properties Inc. J. Alton Veibel (hereinafter referred to as seller) and Clyde Nichols Nichols Engineering (hereinafter referred to as potential purchaser) that the above signed shall have the right to purchase Lot No. 5 in High Country Estates.

All parties understand that this is not an offer to purchase, but simply the first right to enter a Real Estate Purchase Contract upon potential purchaser's acceptance of price. At that time and additional \$ \_\_\_\_\_ non-refundable deposit will be required to be handled according to the terms of that agreement.

Potential purchaser has no rights or interest in the property in the interim period of time, unless expressly granted by seller; and potential purchaser shall have no obligations to purchase until execution of a Real Estate Purchase Contract. Upon signing this agreement the potential purchaser acknowledges potential purchaser is qualified for a loan (or soon will be) for the approximate amount required to be financed and will furnish a conditional commitment from a lender. At any time this option may be removed by potential purchaser with written notice and the \$ 1000 <sup>or less</sup> deposit will be fully refunded. In no event shall this reservation and the money on deposit continue beyond, 5-1-04.

Potential Purchaser (please print)	<u>CLYDE D. NICHOLS</u>	
Potential Purchaser Signature	<u>Clyde Nichols</u>	<u>02-19-04</u>
		Date
Seller (please print)	<u>J. ALTON VEIBEL</u>	
Seller Signature	<u>J. Alton Veibel</u>	<u>02/19/04</u>
		Date

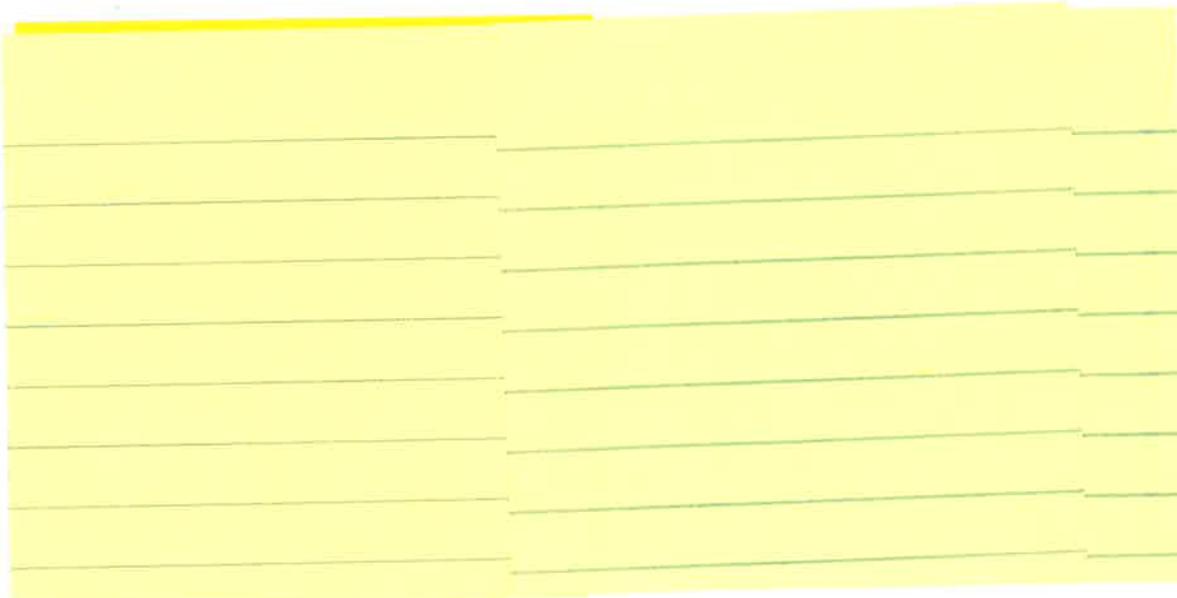
# LOT RESERVATION AGREEMENT

For and in consideration of a deposit in the amount of \$ 3000.00, It is hereby agreed upon between Cache Box Properties Inc. J. Alton Veibell (hereinafter referred to as seller) and R. Scott Bequette / Bequet Development (hereinafter referred to as potential purchaser) that the above signed shall have the right to purchase Lot No. 1-2-9 in High Country Estates.

All parties understand that this is not an offer to purchase, but simple the first right to enter a Real Estate Purchase Contract upon potential purchaser's acceptance of price. At that time and additional \$ \_\_\_\_\_ non-refundable deposit will be required to be handled according to the terms of that agreement.

Potential purchaser has no rights or interest in the property in the interim period of time, unless expressly granted by seller; and potential purchaser shall have no obligations to purchase until execution of a Real Estate Purchase Contract. Upon signing this agreement the potential purchaser acknowledges potential purchaser is qualified for a loan (or soon will be) for the approximate amount required to be financed and will furnish a conditional commitment from a lender. At any time this option may be removed by potential purchaser with written notice and the \$ 3000.00 deposit will be fully refunded. In no event shall this reservation and the money on deposit continue beyond, Nov-30-2002.

<u>R. Scott Bequette</u>	
Potential Purchaser (please print)	<u>R. Scott Bequette</u>
Potential Purchaser Signature	<u>8/12/02</u>
	Date
Seller (please print)	<u>J. Alton Veibell</u>
Seller Signature	<u>8/12/2002</u>
	Date





February 19, 2004

High Country Estates  
Attention: J. Alton Veibell  
14015 North 400 West  
Beaver Dam, Utah 84306

Dear Alton:

We are excited about your getting underway with your project. As you know we already have a contract to build your water tank. We are very interested in participating in doing not only the tank, but other site utilities, etc.

We are also interested in building spec homes as well as building other homes as the need arises.

Sincerely,

A handwritten signature in black ink, appearing to read "Marvin Neff", with a long horizontal flourish extending to the right.

Marvin Neff  
ABCO Construction

# Bequette Development LLC.

Building Quality for America

4111 West Red Tail Dr.

Riverton UT 84065

Off: (801) 254-3080

Fax: (801) 254-3081

## December 2000 to 2001

- Builder in Salt Lake County Parade of Home. MANY AWARDS. 2001 PARADE OF HOMES. BUILT 9000 SF HOME IN 3 MONTH WITH GREAT QUALITY.
- Member of the HBA
  
- Built approximately 13 custom homes ranging from 3000 SF to 9000 SF located in Salt Lake County
- Many custom remodels, adding second stories to ramblers and many other beautiful custom works.
- Detail oriented for best quality
- Worked with banks and investors on many projects
- Highly organized for quality and efficiently
- Own Flooring company

## December 1999 to 2000

- Builder in Salt Lake County Parade of Home. MAX. 7 AWARDS. WINNER OF PEOPLES CHOICE AWARD. 2000 PARADE OF HOMES
- Member of the HBA
  
- Built approximately 15 custom homes ranging from 3000 SF to 6500 SF located in Salt Lake County
  
- Business license in UT since 1993 (# 278905)
- Resolved customer satisfaction issues
- Established and streamlined scheduling and invoicing procedures
- Own rental company for recreational toys.

## December 1993 to 1999

- Relocated business to Salt Lake City from Washington D.C.
  
- Built in the 1995 Parade of Homes (AWARD WINNING HOME)

- Built approximately 50 custom homes in Salt Lake City, Toole county, Logan, and Utah county.
- Various remodels projects such as 2 story homes from single levels homes. (S.L.C.)
- Commercial remodels such as The Lady Elizabeth down town S.L.C.
- Scheduled and met with State and City Inspectors
- Work on 48 lot sub division in sandy
- Verified invoicing and payment request
- Member of HBA

**December 1993 to 1983**

- Built Specialty homes including Lyndel Cedar homes and Log homes
- Built approximately 25 custom homes
- Custom remodels: approximately 65 to 80 projects
- Owned a drywall company for many of these years (Atlas Drywall)
- Built and remodeled 20 to 30 commercial project such as Mall stores, U S Navel building in Crystal City and Strip Malls.
- Supervised new construction, renovations, and commercial projects
- Subdivision in Pennsylvania

**Education**

- High School Graduate
- Utah Tech: Studied business and general studies
- Montgomery College: Studied construction courses, business management, mathematics, and general studies.



ATTACHMENT "E"

# Home Savings BANK

February 18, 2004

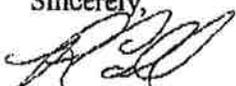
J. Alton & Grethe C. Veibell  
14015 N 400 W  
Beaver Dam, Utah 84306

To Whom It May Concern:

In the latter part of 2003 Home Savings Bank received a request for financing from J. Alton Veibell for the development of High County Estates Phase 1 & 2.

One area of concern that surfaced was the lack of certainty as to the approval of Phase 2. Our due diligence leads us to believe the project has the greatest chance of financial success with rapid subsequent approval of Phase 2. Any assurance as to the certainty of Phase 2 approval would weigh heavily on our decision to provide financing for High County Estates.

Sincerely,



Randy Call  
Vice President  
Home Savings Bank

Member FDIC

Voice: 801-487-0811 / Fax: 801-487-0814 / Email: [info@home-savings-bank.com](mailto:info@home-savings-bank.com)  
1455 East 2100 South / P.O. Box 526155 / Salt Lake City, Utah 84152-6155