

Mayor
Kenneth Romney

**City Engineer/ Land
Use Administrator**
Kris Nilsen

**City Recorder/
Community
Development**
Cathy Brightwell

WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

Chairman
Alan Malan

Commissioners
Mike Cottle
Laura Mitchell
Corey Sweat
Dennis Vest

**THE PLANNING COMMISSION WILL HOLD A REGULAR
MEETING AT 7:30 PM ON TUESDAY, MAY 24, 2022,
AT THE CITY OFFICES, 550 N 800 WEST**

AGENDA:

1. Prayer/Thought - Commissioner Cottle.
Pledge of Allegiance – Commissioner Vest.
2. Confirm Agenda.
3. Public Hearing for Onion Patch Securities/Manheim Project:
 - a. Application for Text Change to Create an Outdoor Vehicle Storage Overlay (OVSO) Zone
 - b. Application for Text Change to Amend WBMC 17.92.010 Outdoor Storage and Outdoor Merchandising.
 - c. Application for Rezone for a Portion of Onion Patch Securities Property to Commercial Highway (C-H) and OVSO.
4. Consider Applications for Text Change to Create an Outdoor Vehicle Storage Overlay Zone, Amend WBMC 17.92 Outdoor Storage, and Rezone Specific Property to C-H/OVSO, and Draft Development Agreement Between Onion Patch Securities, LLC. And Manheim Remarketing, Inc.
5. Consider Preliminary and Final Plat for Olsen Farms 8 Subdivision.
6. Consider Meeting Minutes from May 10, 2022.
7. Staff report.
8. Adjourn.

This notice has been sent to the Davis Journal and was posted on the State Public Notice Website and the City website on May 20, 2022, by Cathy Brightwell, City Recorder.

Mayor
Kenneth Romney

**City Engineer/
Zoning Administrator**
Kris Nilsen

**City Recorder/
Community
Development**
Cathy Brightwell

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NOTICE OF PUBLIC HEARINGS

The Planning Commission will hold two public hearings at City Hall on Tuesday, May 24, 2022, beginning at 7:30 p.m. as part of their regular meeting.

The purpose of the hearings is to receive public comment on the following proposals by Onion Patch Securities, LLC and Manheim Remarketing, Inc.:

1. Proposed text change creates an Outdoor Vehicle Storage Overlay ("OVSO") zone (WBMC 17.46) and modifies Outdoor Storage Section (WBMC 17.92).
2. Re-zone proposes to change the zone of the Onion Patch leased land to the Commercial Highway zone as a conditional use and insert it into the newly created OVSO zone.

More information can be found on the city website at www.WBCity.org in the Calendar or Public Notices section. All interested parties are invited to participate in the hearing. Written comments may be submitted prior to the meeting to Recorder@WBCity.org.

Cathy Brightwell
City Recorder



Curve Table						
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance	
C1	15.43	225.00	003°55'47"	N88° 02' 09"E	15.43	
C2	17.15	230.00	003°55'47"	N88° 02' 09"E	17.14	
C3	14.43	276.00	003°00'21"	N88° 29' 56"E	14.42	
C4	18.86	276.00	003°55'47"	N88° 02' 09"E	18.86	
C5	15.43	225.00	003°55'47"	S88° 02' 09"W	15.43	

OVERALL BOUNDARY DESCRIPTION

[illegible]

CERTAINS 1.285.215 SQUARE FEET OR 29.737 ACRES, MORE OR LESS.

PHASE 1 BOUNDARY DESCRIPTION

[illegible]

CONTAINS 333,518 SQUARE FEET OR 7.658 ACRES, MORE OR LESS.

REMAINDER DESCRIPTION

BEGINNING AT A POINT WHEE SOUTH 02°07'47" EAST, ALONG THE SECTION LINE, 830.83 FEET
AND SOUTH 69°53'18" WEST 818.81 FEET TO THE CENTER OF SECTION 33, TOWNSHIP 6 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 80°20'58" EAST
830.83 FEET TO THE CENTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE
BASE AND MERIDIAN, AND CURVING TO THE LEFT (CHORD BEARS SOUTH
87°02'15" WEST 80.61 FEET) THENCE SOUTH 87°02'15" WEST 80.61 FEET TO THE
CENTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, AND CURVING TO THE LEFT (CHORD BEARS SOUTH 87°02'15" WEST
1231.77 FEET) THENCE SOUTH 02°08'18" WEST 150.08 FEET, THENCE NORTH 89°50'53" WEST
830.83 FEET TO THE CENTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN, AND CURVING TO THE LEFT (CHORD BEARS NORTH 89°50'53"
WEST 378.80 FEET) THENCE EAST 225.50 FEET; THENCE NORTH 00°04'07" EAST 111.85 FEET;
THENCE NORTH 88°50'00" EAST 443.31 FEET; THENCE NORTH 02°10'00" EAST 256.50 FEET TO

CONTAINS 952,888 SQUARE FEET OR 22.101 ACRES, MORE OR LESS.

2	ADDED SECOND POWER LINE	3/10/2021
1	ADDED BLANKET EASEMENT NDTG TO GAS LINE	2/13/2021
NO.	REVISION	DATE

PROJECT INFORMATION

HIGHGATE NO 2

MASTER PLAN

WEST BOUNTIFUL CITY, UTAH

DRAWN DCC	CHECKED DPW	PROJECT # 20258
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	DATE 1/26/2021
	SCALE 1" = 100'
	SHEET 1 OF 2

ENGINEER'S STAMP



APPLICATION

TO

REZONE

TEXT CHANGE

West Bountiful City

PLANNING AND ZONING

550 N 800 W, West Bountiful, UT 84087

(801) 292-4486

www.WBCity.org

PROPERTY ADDRESS: approx. 1450 W + Wellington Ave DATE OF APPLICATION: 4/27/22

PARCEL NUMBER: 060330069 CURRENT ZONE: PROPOSED ZONE:

LEGAL DESCRIPTION ATTACHED: YES NO

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817 E-mail address: toddwilley15@gmail.com

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.

This is a proposed Code text amendment to add a new Outdoor Vehicle Storage in Certain Commercial Areas Overlay. Attached is the proposed overlay ordinance.

(OVSD)

and - Amend WBmc 17.92 Outdoor Storage

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: 4-27-22

Applicant Signature:

Todd Willey

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 4/27/22

Public Hearing Date: 5/24/22

Letters sent to affected neighbors: 5/11/22 and 5/18/22

17. Outdoor Vehicle Storage ~~in Certain Commercial Areas~~ Overlay

17. .010 Purpose

The purpose of this chapter is to introduce outdoor vehicle storage uses within specified commercial areas

17. .020 Applicability

The Outdoor Vehicle Storage ~~in Certain Commercial Areas~~ Overlay (OVSO) shall be applied only to the ~~BC-UH~~ zone. Approval of the OVSO constitutes a rezone, which may be approved or denied in the City Council's sole discretion. The OVSO includes the uses currently allowed in the underlying zone (~~BC-UH~~), plus outdoor vehicle storage as described in this chapter. Except as modified by the OVSO, all of the regulations of the underlying zone apply, subject to the more specific or restrictive requirements of this chapter.

17. .030 Development Agreement

All applicants receiving OVSO approval shall be required to enter into a development agreement with the City to assure that the development negotiated and defined during the rezone process and required by this chapter is reflected in the actual construction and maintenance of the project.

17. .040 Uses

In addition to the uses allowed in the underlying zone, outdoor vehicle storage shall be ~~permitted~~ conditional use in the OVSO pursuant to the requirements and procedures of this chapter.

17. .050 Signs

Signs in the OVSO shall be governed by Chapter 17.48, except all illuminated signs shall have downward directed and shielded lighting. ~~Only monument signs and signs on the building are recommended.~~

17. .060 Application Process

- A. General Requirements. An application for the OVSO is considered a rezone application subject to the rezone process provided in this chapter. The application shall be accompanied by a draft development agreement. The application, development agreement template, and their associated requirements are available online and at the city offices.
- B. Pre-application Conference. The applicant is required to have a pre-application conference with a member of the planning department and city engineer to ascertain the appropriate scope of the project and any additional information or reports that may be required in connection with the application and development agreement. The applicant is also encouraged to meet with the building official and the fire marshal to be advised of how building and fire code requirements may affect the proposed development.
- C. Fees. There will be the initial rezone application fee for the OVSO. For all proposed rezones and associated development plans, a complete application is required before authorization to proceed to the Planning Commission.
- D. Planning Commission Review of Initial Rezone Application; Preparation of Proposed Development Agreement:
 1. The initial application shall be referred to the Planning Commission for review and comment.
 2. The City shall mail notice of an initial public hearing to owners of property within 300 feet of the proposed project.

3. The Planning Commission shall make a recommendation to the City Council of approval, approval with modifications/conditions, or denial. Such recommendation shall include any recommended changes/modifications to the draft development agreement.
4. If approval is recommended, the planning department, with the assistance of the city attorney and the concurrence of the applicant, shall prepare a second draft of the development agreement.

E. City Council Review and Public Hearing:

1. If city staff and the applicant cannot concur on the terms and conditions of a proposed development agreement, the applicant may prepare and submit their own proposed development agreement, addressing all the required information and any proposed changes contrary to the Planning Commission recommendation. Upon the submission of such agreement, and the submission of any other related project-specific plans requiring approval of the City Council, the application shall be scheduled and noticed for public hearing before the City Council. The City shall mail notice of the public hearing to owners of property within 300 feet of the proposed project.
2. City Council Public Hearing: The initial application, additional information, and planning commission recommendation, together with the proposed development agreement and the complete submission of all other related, project-specific information requiring approval of the City Council, shall constitute a final application for the potential rezone. If approved by the City Council, the rezone application and development agreement shall authorize the applicant to proceed with an administrative site plan process. If a subdivision is required an administrative subdivision process will follow the approvals by the City Council.

17.92 Outdoor Storage And Outdoor Merchandising

17.92.010 Requirements Generally

In addition to requirements found elsewhere in this code and laws of the state, all outdoor storage and outdoor merchandising shall be done under the requirements of this chapter.

1. Outdoor storage facilities for "automobile graveyards," "tow yards," "salvage yards," "junk," "junk dealers," "scrap metal processors" and "junkyards" are prohibited.
2. Except for agricultural products, outdoor storage facilities for raw materials, parts and products shall be enclosed by a fence or wall at least six (6) feet in height and impervious to sight, adequate to conceal such facilities, materials, parts, and products from adjacent properties and the street unless expressly exempted elsewhere in this code. No items may be stacked higher than the fence or wall of the enclosure.
3. No material or waste shall be deposited or stored upon any property in such form or manner that may be easily transferred off such property by natural causes or forces such as wind and rain. All materials or wastes which, in the opinion of the city, cause excessive fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors.
4. No yard or other open space around a building shall be used for the storage of junk, building materials, debris, inoperable vehicles or commercial equipment, and no other land shall be used for such purposes except as specifically permitted herein.
5. Open storage of hay or other agricultural products shall be located not less than thirty (30) feet from a public street.
6. ~~For zones outside of~~ Within the Outdoor Vehicle Storage ~~in Certain Commercial Areas~~ Overlay Zone ("OVSO"), outdoor merchandising may include provisions for ~~off-site~~, temporary vehicle parking; where the parking is controlled by an access gate ~~and the term of parking shall not exceed five consecutive days without the vehicle being removed from the site. Notwithstanding the foregoing, for zones outside of the OVSO, outdoor wholesale merchandising of motorized vehicles or vehicle parts (other than boats), as well as the outdoor storage of such vehicles or parts, is prohibited.~~
7. Seasonal outdoor merchandising shall be limited to the specific seasonal duration approved by the planning commission through a conditional use permit. All materials, displays, fencing, lighting and other facilities associated with the outdoor merchandising function shall be precluded at all other times.
8. Outdoor merchandising shall be consistent with the nature and use of the associated business or as provided by the planning commission under a conditional use permit.

17.92.020 Storage/Merchandising/Zoning Permitted And Conditional Use Matrix

The number(s) in the restrictions column refer to the restrictions at the end of the matrix. "C" represents Conditional Use; "P" represents Permitted Use. If a block is blank, outdoor storage and/or outdoor merchandising is not allowed.

	Outdoor Vehicle Storage Overlay		CN Zone		CG Zone		LI Zone		IG Zone		CH Zone	
	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions
Public or quasi-public uses			C	1	C	1	C	1	P		C	7
General merchandise sale (retail or wholesale) less than 2000 sq. ft.			P	2	P	2					C	2
Convenience stores												
Learning studios					C	3	C	3				
Custom woodworking			C	2, 3					P	1, 9	C	2, 3
Sheet metal			C	3					P	1, 9		
Contractor — general, electrical, mechanical, plumbing, HVAC			C	1, 9					P	1	C	1, 9
Fabrication, welding and other industrial equipment and materials									P	1, 6	C	1, 9
Manufacturing, compounding, processing, milling and packaging of products									P	6		
Printing and publishing							C		C			
Lawn and yard care			C						P	1, 6	C	1, 6
Businesses and uses which are similar to 17.28.020 and 17.28.030 (C-N)			C									
Motor vehicle retail sales and service	P				C	1, 5	C	5	C	5	C	5
Grocery store					C							
Lumber and other building material, retail sales					C	4	C	4	C	4	C	1, 6

[illegible]

<u>motor vehicles</u>												
Other uses and businesses similar 17.40.020 and 17.40.030 (I-G)									C			

Provide for visual screening and security as determined by the City (the zoning administrator for permitted uses and the planning commission for conditional uses).Restrictions:

1. Merchandise to be stored indoors after business hours.
2. Storage not to exceed seven days, with a minimum of thirty (30) days between storage events.
3. Storage to be accomplished within a three-sided, roofed building or structure.
4. Merchandise shall be displayed in an orderly fashion and shall make up the majority of the business revenue or activity. All merchandise shall be of such a nature as to allow for immediate sale and use.
5. Storage shall meet appropriate state and/or federal requirements for environmental protections.
6. Seasonal merchandise.
7. Materials or equipment used in manufacturing.
8. Equipment exceeding 20 feet in height that will be visible from outside the perimeter of the property must be stored indoors; all materials that will be visible from outside the perimeter of the property must be stored indoors or within a three-sided, roofed building or structure.

Document comparison by Workshare Compare on Wednesday, May 11, 2022 10:45:41 AM

Input:	
Document 1 ID	netdocuments://4866-8566-1467/2
Description	17.92 Outdoor Storage and Outdoor Merchandising Ordinance_Proposed
Document 2 ID	netdocuments://4866-8566-1467/3
Description	17.92 Outdoor Storage and Outdoor Merchandising Ordinance_Proposed
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	8
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	13



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: approx. 1450 W and Wellington AVE

DATE OF APPLICATION: 4/27/22
5/18/22 Corrected

PARCEL NUMBER: 060330069

CURRENT ZONE: B-U

PROPOSED ZONE: C-H and OVSO

LEGAL DESCRIPTION ATTACHED: YES ☒ NO ☐

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817

E-mail address: toddwilley15@gmail.com

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.

This change will allow for expansion of existing businesses in the vicinity of this property.

BEGINNING AT A POINT WHICH IS NORTH 00°04'07" EAST ALONG THE SECTION LINE A DISTANCE OF 960.30 FEET AND SOUTH 89°55'53" EAST 3.11 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°14'25" WEST 146.53 FEET; THENCE NORTH 01°07'19" EAST 147.06 FEET; THENCE NORTH 00°16'05" WEST 49.01 FEET; THENCE EAST 1368.14 FEET; THENCE SOUTH 00°00'12" WEST 160.92 FEET; THENCE NORTH 89°13'00" WEST 943.21 FEET; THENCE SOUTH 02°08'52" WEST 190.20 FEET; THENCE NORTH 89°55'53" WEST 417.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 293,347 SQUARE FEET OR 6.734 ACRES, MORE OR LESS.

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: 5-18-22

Applicant Signature: [Signature]

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 4/27/22

Public Hearing Date: 5/26/22

Letters sent to affected neighbors: 5/18/22 + 5/11/22

Planning Commission Approval: _____

City Council Approval: _____

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among West Bountiful City (“**City**”), Union Patch Securities, LLC (“**Developer**”), a Utah limited liability company, and Manheim Remarketing, Inc., a Delaware corporation (“**Ground Lessee**”). ‡ This Agreement shall terminate on the date as specified in Section 3.3 of this Agreement.

RECITALS

- A.** City enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.
- B.** Developer owns certain real property in City, located at approximately 1450 W and Highgate Avenue (the “**Property**”), which it desires to ground lease for outdoor vehicle storage purposes to Ground Lessee pursuant to a ground lease dated on or about the date of this Agreement (the “**Ground Lease**”).
- C.** The West Bountiful City Council (the “**Council**”) approved rezoning the Property to Outdoor Vehicle Storage Overlay on [DATE], pursuant to Resolution _____ attached hereto as **Exhibit A**.
- D.** The Council approved a Conditional Use Permit for Outdoor Storage consistent with the Site Plan attached hereto as **Exhibit B** on [DATE], pursuant to Resolution _____ attached hereto as **Exhibit C**.
- E.** The City Council has authorized the negotiation and adoption of this Development Agreement as advancing the health, safety, and welfare of the community and the policies, goals, and objectives of the City governing development in the area.
- F.** Developer and Ground Lessee agree to the terms of this Agreement and acknowledge their respective obligation to develop and use the Property pursuant to this Agreement, as such obligations are more fully articulated in the Ground Lease.
- G.** Consistent with the foregoing, and the provisions of Utah State law and the West Bountiful City Code, the Council has authorized execution of this Agreement by Resolution _____ attached hereto as **Exhibit D**.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Exhibits. The exhibits attached hereto are likewise incorporated herein by this reference:

Exhibit A	Resolution Approving the rezone to Outdoor Vehicle Storage Overlay
Exhibit B	Site Plan
Exhibit C	Resolution Approving the Conditional Use Permit or Outdoor Storage
Exhibit D	Resolution Authorizing Execution of the Agreement

2. Vested Rights and Reserved Legislative Powers.

2.1 Zoning; Vested Rights. The Property is zoned ~~Blended-Use Commercial-Hightway~~(~~BC-UH~~) with the Outdoor Vehicle Storage ~~in Certain Commercial Areas~~ Overlay (OVSO), a zone which accommodates and allows the development and use of the Property contemplated by this Agreement pursuant to the Conditional Use Permit.

2.1.1 Rights to Develop. To the maximum extent permitted at both law and equity, the parties intend that this Agreement grant Developer and Ground Lessee all rights to develop the Property in fulfillment of this Agreement.

2.1.2 Vested Rights. The parties specifically intend that this Agreement grant to Developer and the Ground Lessee “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, and other development standards proposed by the Developer are approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan. Developer and Ground Lessee shall have the vested right to develop and use the Property for outdoor vehicle storage pursuant to the Conditional Use Permit.

2.2 Reserved Legislative Powers. Developer and Ground Lessee acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations to that power set forth herein are intended to reserve to the City all of the police power that cannot be so limited.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
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2.2.1 Modification to Developer's Vested Rights. Notwithstanding the retained power of the City to enact such legislation under its police powers, such legislation shall only be applied to modify Developer's and Ground Lessee's vested rights where City finds, on the record, demonstrable by clear and convincing evidence, that such modification is necessary to prevent physical harm to a third party, which harm did not exist at the time of the execution of this Agreement, and which, if not addressed, would jeopardize a compelling, countervailing public interest as contemplated in Utah Code § 10-9a-509(1)(a)(ii)(A).

2.2.2 General Application. Any proposed change affecting Developer's or Ground Lessee's vested rights, pursuant to Section 2.2.1 hereof, shall be of general application to all development activity in City, and, unless City, in good faith, declares an emergency, Developer and Ground Lessee shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Term.

3.1 Effective Date. This Agreement shall take effect upon the date of its execution by both parties.

3.2 Recordation. Upon its execution, this Agreement shall be recorded in the office of the Davis County Recorder and shall run with the land [for the term hereof](#).

3.3 Duration. This Agreement and the Conditional Use Permit shall continue in full force and effect for the lesser of: (a) the duration of the Ground Lease; or (b) 10 years after the Effective Date. Prior to the expiration of this Agreement, the City may re-evaluate the use of the Property for outdoor vehicle storage pursuant to the Conditional Use Permit and may in its sole and absolute discretion, extend the term of this Agreement and the Conditional Use Permit; provided, however, this Agreement and the Conditional Use Permit shall only be renewed or otherwise extended upon mutual written agreement of the City, Developer and Ground Lessee. Upon expiration of this Agreement, the OVSO shall be deemed to have been automatically removed from the Property and neither the Developer nor the Ground Lessee shall oppose any action by the City to formally designate such removal of the OVSO from the Property on the City's zoning map and in the applicable provisions of the City's land use ordinances.

4. General Provisions.

4.1 Governing Law. (a) The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. (b) Venue for any action in connection with this Agreement shall be proper only in Davis County, Utah, and the parties waive any objection thereto.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

4.2 Remedies. In any action brought in connection with this Agreement, **(a)** the non-defaulting party shall be entitled to all remedies available both at law and in equity, and **(b)** the prevailing party shall be entitled to reasonable attorney's fees and court costs.

4.3 Waiver. A delay in the exercise of any right or remedy shall not constitute a waiver thereof, nor shall a party's waiver of a breach of any provision of this Agreement be construed as a waiver of any other breach of this Agreement.

4.4 Headings. The headings in this Agreement are for convenience only; they shall not be read to control or affect the meaning of any of its provisions.

4.5 Integration. This Agreement, including the exhibits, constitutes the entire agreement between the parties hereto and supersedes all prior written or oral agreements.

4.6 Amendment. This Agreement may be amended by the mutual written consent of the parties or their successors or assigns. Such an amendment shall take effect upon its execution by both parties and shall be recorded with the Davis County Recorder. The Ground Lease term shall not be extended beyond the term of this Agreement without the prior written consent of the City.

4.7 Severability. Should any provision of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that such severance does not defeat either the fundamental purpose of this Agreement or Developer's or Ground Lessee's ability to use the Property as contemplated by this Agreement.

5.8 Communication between the Parties. Notice, consent, approval, and other communication between the Parties, provided for herein or given in connection herewith, shall be validly served if made in writing and delivered **(a)** in person or by either **(b)** nationally recognized overnight courier, or **(c)** by registered or certified U.S. mail, return receipt requested, addressed as follows:

If to City: West Bountiful City
 Attn: _____

If to Developer: Onion Patch Securities, LLC

If to Ground Lessee: Manheim Remarketing, Inc.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

or to such other addresses as either party may from time to time designate serve in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective.

5.9 Effective Date of Service. Service in person or by nationally recognized overnight courier shall be deemed delivered upon receipt. Service by mail shall be deemed delivered 72 hours following deposit in the U.S. mail.

5.10 Consent Not Unreasonably Withheld. If any plan or action of either Party requires the approval or consent of the other, such approval or consent shall not be unreasonably withheld.

5.11 Conferring regarding Denials. Should the City staff recommend denial of any development application by Developer, City and Developer shall meet within 10 business days thereafter to resolve the issues raised in the recommendation.

5.12 Authority. The Parties represent (a) that they have full power and authority to enter into this Agreement, (b) that all necessary actions have been taken to give full force and effect thereto, and (c) that the individuals executing this Agreement are authorized and empowered to bind the Parties on whose behalf each is signing.

5.13 Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors in interest, and assigns.

5.14 Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

5.15 No Agency Created. This Agreement creates no partnership, joint venture, or agency relationship between the parties.

5.16 Assignment. Developer may assign its rights and obligations hereunder, in whole with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Developer shall give City notice of any proposed assignment at least 30 days prior to the effective date thereof.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first
above
written:

WEST BOUNTIFUL CITY

A political subdivision of the state of Utah

MAYOR

ATTEST:

CITY CLERK/RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF UTAH)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me _____, personally
known to me or identified on the basis of satisfactory evidence to be the Mayor of West
Bountiful City, who acknowledged to me that he executed the foregoing instrument on behalf of
the City.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Developer:

Union Patch Securities, LLC, a Utah limited
liability company

By: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me
_____, personally known to me or identified on the basis of satisfactory
evidence to be the _____ of Union Patch Securities, LLC, who acknowledged to me that he
executed the foregoing instrument on behalf of Union Patch Securities, LLC.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Ground Lessee:

Manheim Remarketing, Inc., a Delaware
corporation

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me
_____, personally known to me or identified on the basis of satisfactory
evidence to be the _____ of Manheim Remarketing, Inc., a Delaware corporation, who
acknowledged to me that he executed the foregoing instrument on behalf of Manheim
Remarketing, Inc.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

Document comparison by Workshare Compare on Wednesday, May 11, 2022
7:11:22 AM

Input:	
Document 1 ID	netdocuments://4893-8102-5819/3
Description	West Bountiful City Development Agreement
Document 2 ID	netdocuments://4893-8102-5819/4
Description	West Bountiful City Development Agreement
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	6
Deletions	5
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	11

MEMORANDUM



TO: Planning Commission

DATE: May 21, 2022

FROM: Kris Nilsen, City Engineer

RE: Olsen Farms Estate Subdivision Plat 8 - Final Plat (small subdivision)

Chree Martin has applied for a four (4) lot subdivision located on Olsen Way near the intersection with Meadowland Circle (1665 N). The property has frontage on Olsen Way to the east and to the north on Olsen Farm Drive (1850 N). The property is within the R-1-10 zone and consists of 1.77 acres. The lots each meet the required R-1-10 zoning requirements for size (10,000 sf) and frontage (85 ft.), as represented.

Staff has reviewed both the Preliminary Plat and Final Plat requirements and provides the following checklists as a reference for Planning Commission review. Unless displayed in bold italicized text, the requirements have been met.

Preliminary Plat Review Checklist (WBMC 16.16.020)

Purpose The purpose of the preliminary plat is to require formal preliminary approval of a subdivision in order to minimize changes and revisions which might otherwise be necessary on the final plat. Approval of the preliminary plat by the planning commission does not constitute final acceptance of the subdivision but is authorization for the subdivider to proceed with the preparation of plans and specifications for the minimum improvements required and preparation of the final plat.

Items in bold text need to be addressed.

- A. The preliminary plat shall be drawn to a scale not smaller than 100 feet to the inch and shall include following information.
1. The proposed name of the subdivision;
 2. The location of the subdivision as it forms part of a larger tract or parcel, including a sketch of the future street system of the unplatted portion of the property;
 3. A vicinity map of the proposed subdivision, drawn at a scale of 500 ft. to the inch, showing all lots and streets in the project, and all abutting streets, with names of the streets;
 4. The names and addresses of the subdivider, the engineer or surveyor of the subdivision, and the owners of the land immediately adjoining the land to be subdivided;
 5. A contour map drawn at intervals of at least one foot, showing all topographic features with verification by a qualified engineer or land surveyor;
 6. Certification of the accuracy of the preliminary plat of the subdivision and any traverse to permanent survey monuments by a Utah registered land surveyor;
 7. The boundary lines of the tract to be subdivided, with all dimensions shown;
 8. Existing sanitary sewers, storm drains, subdrains, culinary and secondary water supply mains and culverts and other utilities within the tract or within 100 feet;
 9. The location, widths and other dimensions of proposed streets, alleys, easements, parks and other open spaces and lots showing the size of each lot in square footage and properly labeling spaces to be dedicated to the public;

10. The location, principal dimension, and names of all existing or recorded streets, alleys and easements, both within the proposed subdivision and within 100 ft. of the boundary, showing whether recorded or claimed by usage; the location and dimensions to the nearest existing bench mark or monument, and section line; the location and principal dimensions of all water courses, public utilities, and other important features and existing structures within the land adjacent to the tract to be subdivided, including railroads, power lines, and exceptional topography;
 11. The existing use or uses of the property and the outline of any existing buildings and their locations in relation to existing or proposed street and lot lines drawn to scale.
 12. The location of existing bridges, culverts, surface or subsurface drainage ways, utilities, buildings or other structures, pumping stations, or appurtenances, within the subdivision or within 200 ft., and all known wells or springs as well as the location of any 100 year flood plains as determined by FEMA;
 13. Proposed off-site and on-site culinary and secondary water facilities, sanitary sewers, storm drainage facilities, and fire hydrants;
 14. Boundary lines of adjacent tracts of unsubdivided land within 100 ft. of the tract proposed for subdivision, showing ownership and property monuments;
 15. Verification as to the accuracy of the plat;
 16. Each sheet of the set shall also contain the name of the project, scale (not less than 100 ft. to the inch, except vicinity map), sheet number, and north arrow.
- B. In addition to the foregoing plat, the subdivider shall provide the following documents:
1. **A storm water plan in accordance with 16.28.060 Hydrology Report;**
 - a. *Provide Erosion Control Plan and BMP's.*
 - b. *Provide SWPPP UPDES UTH # prior to start of construction.*
 2. A plan for providing street lighting in the subdivision in compliance with the city's design standards;
 3. Copies of any agreements with adjacent property owners relevant to the proposed subdivision;
 4. A comprehensive geotechnical and soils report prepared by a qualified engineer based upon adequate test borings or excavations in accordance with the city's design standards'
 5. **A copy of a preliminary title report evidencing satisfactory proof of ownership;**
 - a. *The following Notice of Interest in the title report needs to be addressed to allow for recording of the final plat; SCHEDULE B, PART II, Exception No.12, Notice of Interest recorded October 20, 2021 as Entry No. 3428883 in Book 7869 at Page 2110 of Official Records, wherein it states the following, to-wit: Terence L. Olsen claims the interest of the real property*
 - b. *Possible options to allow for recording the plat are below:*
 - i. *Obtain a recorded release of the notice of interest from Terence L. Olsen.*
 - ii. *Add Terence L. Olsen's name to the owner's dedication "as his interest may appear."*
 6. **Satisfactory evidence that all utilities and services will be available for the subdivision and that the utilities and easements have been reviewed by the utility companies;**
 - a. **Review and Approval by Weber Basin Water Conservancy District (WBWCD)**
 - i. *Provide "Will Serve Letter" from WBWCD.*
 - ii. *Proposed secondary water improvements are approved by WBWCD.*
 - b. **Provide approval letter or correspondence from the Natural Gas Easement Owner (Dominion Energy) for the following,**
 - i. *Service laterals proposed to cross the existing 40-foot-wide gas easement on lot 804.*
 - ii. *Driveway (hard surface) proposed crossing of the existing 40-foot-wide gas easement on lot 804.*
 - iii. *Proposed buildable area being near (or adjacent) to the existing 40-foot-wide gas easement on lot 804.*

7. A Davis County development and construction permit, if the proposed project is located within 100 ft. of a critical flood area as defined by Davis County;
8. Copies of proposed protective covenants in all cases when subsurface drains are to be located within the subdivision;
9. When the subdivider is not an individual corporation or registered partnership, a notarized statement bearing the signatures of all owners of record of the property to be subdivided which designates a single individual who shall act for and on behalf of the group in all appearances before public bodies, agencies or representatives necessary to execute the purpose of subdividing the property; and
10. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit with the preliminary plat a preliminary copy of the proposed articles of incorporation, homeowner's agreements and bylaws of the owner(s) or organization empowered to own, maintain and pay taxes on such lands and common areas.
11. The subdivider shall also comply with all other applicable federal, state and local laws and regulations and shall provide evidence of such compliance if requested by the city.

C. Payment of Preliminary Plat fees.

Final Plat Review Checklist (WBMC 16.16.030)

Purpose The purpose of the final plat is to obtain formal approval by the planning commission and city council before a subdivision plat is recorded in the office of the Davis County recorder. The final plat and all information and procedures relating to it shall comply with the provisions of WBMC 16.16.030. The final plat and construction plans shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure.

Items in bold text need to be addressed.

A. The final plat shall include the following information.

1. **Payment of Final Plat fees.**
2. An accurate and complete survey to second order accuracy shall be made of the land to be subdivided.
3. The final plat shall show:
 - a. The subdivision name and general location of the subdivision in bold letters at the top.
 - b. A north arrow and scale of the drawing and the date.
 - c. Accurately drawn boundaries and shall note the proper bearings and dimensions of all boundary lines of the subdivision.
 - d. All survey and mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines.
 - e. All lots, blocks and parcels offered for dedication for any purpose shall be delineated and designated with dimensions, boundaries and courses clearly shown and defined.
 - f. The square footage of each lot.
 - g. The right-of-way lines of each street, and the width of any portion being dedicated as well as the widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty (50) feet of the subdivision shall be shown with dotted lines.
 - h. All lots and blocks are to be numbered consecutively and continue consecutively throughout the subdivision with no omissions or duplications.
 - i. All streets, including named streets, within the subdivision shall be numbered in accordance with and in conformity with the adopted street numbering system adopted by the city.
 - j. The side lines of all easements shall be shown by fine dashed lines. The plat shall also show the width of all easements and ties sufficient to definitely locate the same with respect to the subdivision. All easements shall be clearly labeled and identified.
 - k. The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site.

1. The name of the surveyor, together with the date of the survey, the scale of the map and notations as to the number of sheets comprising the plat. Required certificates, acknowledgements and descriptions shall appear on the title sheet.
4. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit with the final plat a final copy of the proposed articles of incorporation, homeowner's agreements and bylaws of the owner(s) or organization empowered to own, maintain, and pay taxes on such lands and common areas.
5. **Prior to recording, a current title report will be submitted for review by the city attorney.**
Prior to signature(s) on Final Plat, verify the owner's dedication has been revised or the title report issue has been resolved.
6. Subdivider will enter into a bond agreement to insure completion of all required improvements within 18 months.
7. Payment of Final Plat fees.
8. Mylar Plat (19" x 30") to be recorded signed by all required and authorized parties with appropriate notarial acknowledgements after approval by city council.

City Staff Review Comments

Utilities – Sheet V210

1. Add Note to sheet indicating, LOT 804 proposed Sewer lateral connection to the existing mainline shall be installed per South Davis Sewer District requirements and standards.
2. Add Note to sheet indicating, LOT 804 proposed culinary lateral shall be installed in accordance with all requirements of Utah Administrative Code, R309-550-7 (Separation of Water Mains and Transmission Lines from Sewers).
3. Add Note to sheet indicating, the existing water valve and meter to be removed on LOT 803 shall be terminated at the street connection.
4. Revise the detail for "adjacent road x-section", to have zero distance between ROW and property line.
5. Add Note to sheet indicating, all improvements and construction shall comply with City design standards and construction specifications.
6. Indicate proposed location of shared mailbox for review by city.

Recommendation by City Engineer:

After review of the submitted Final Plat, Preliminary Plat, and Grading Plans, an approval by the planning commission should be subject to the following conditions:

1. All highlighted checklist items shall be addressed.
2. City staff review comments shall be addressed.

OLSEN FARM ESTATES SUBDIVISION PLAT 8

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP. 2 NORTH, RANGE 1 WEST, S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

APRIL 2022
FINAL PLAT

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	625.00'	284.47'	026° 04' 43"	S21° 38' 58"W	282.02'
C2	625.00'	99.99'	009° 09' 59"	S30° 06' 20"W	99.88'
C3	625.00'	102.60'	009° 24' 21"	S20° 49' 10"W	102.49'
C4	625.00'	81.88'	007° 30' 23"	S12° 21' 48"W	81.82'
C5	600.00'	436.39'	041° 40' 18"	S25° 18' 22"W	426.83'

DOMINION ENERGY UTAH

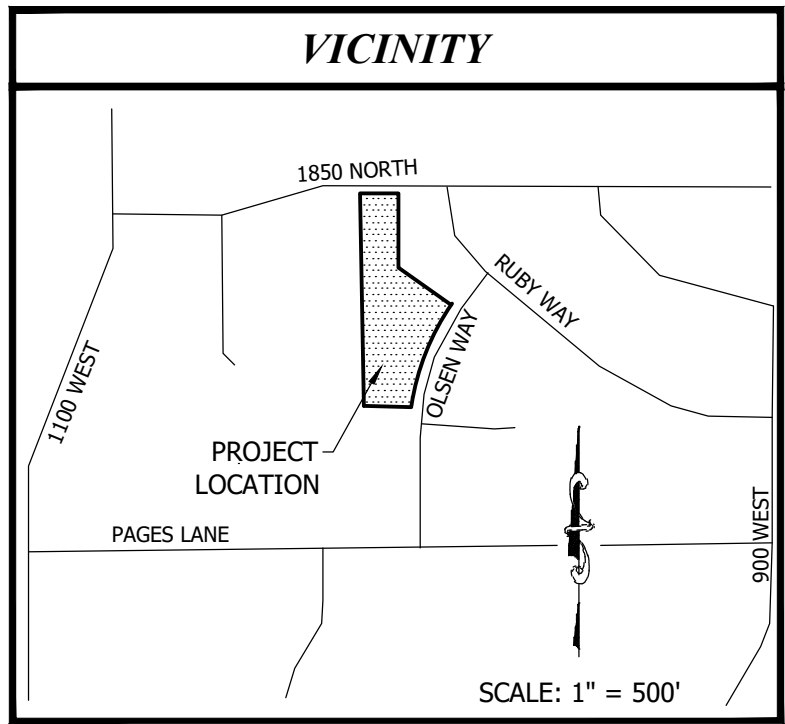
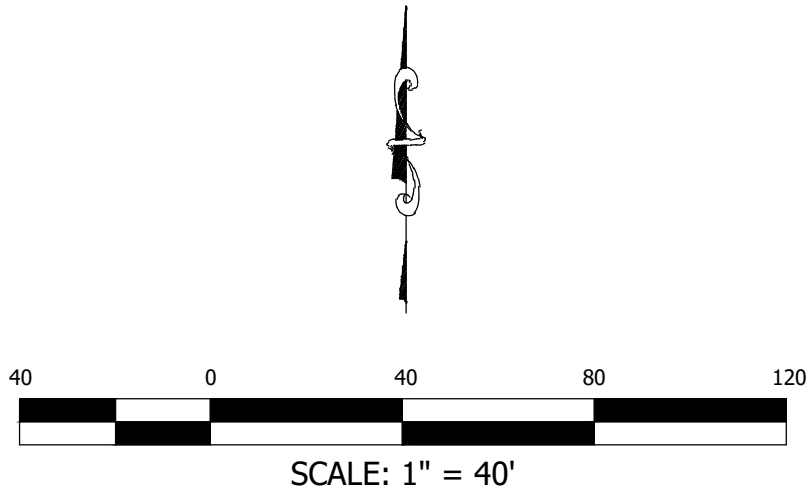
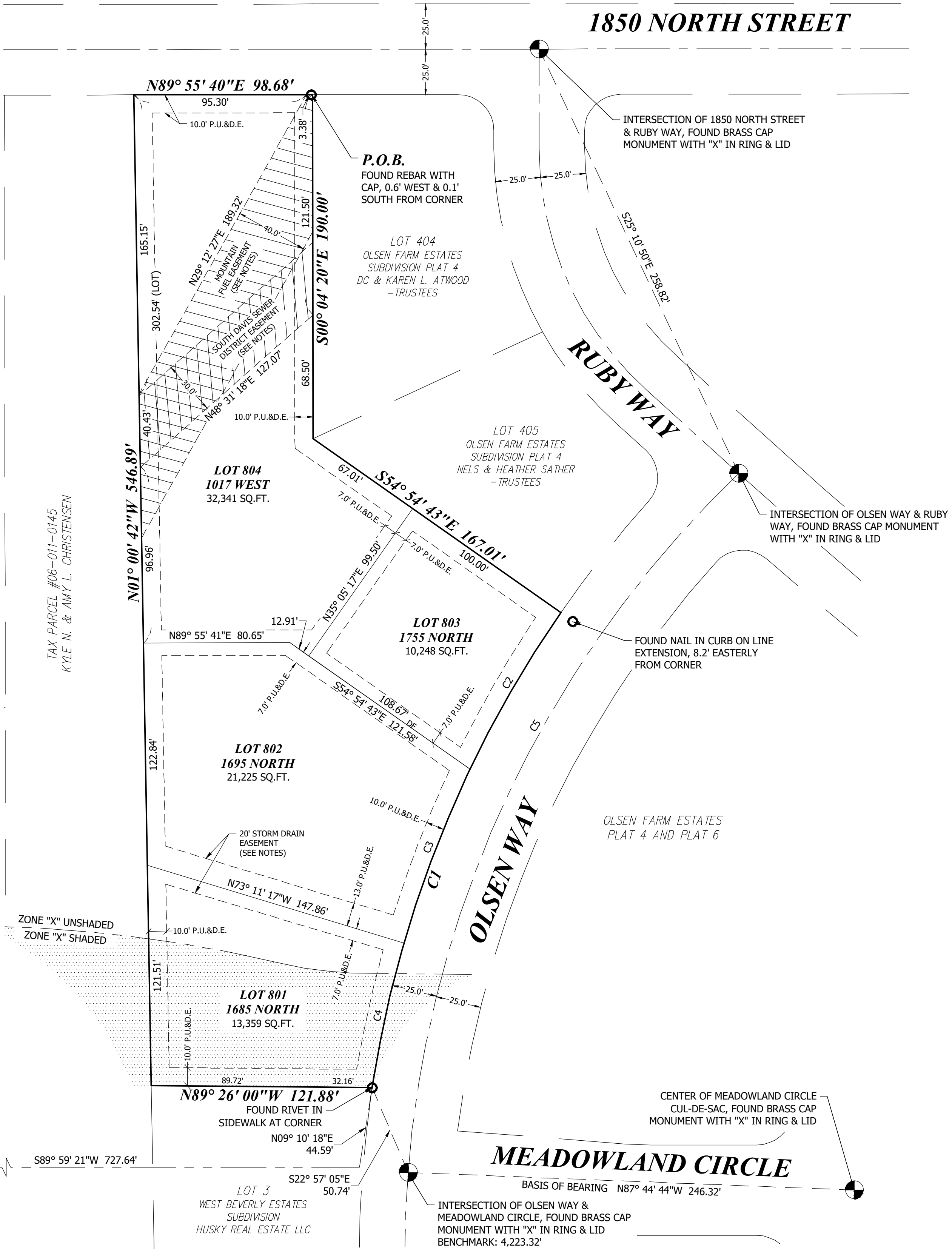
QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENTS GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

APPROVED THIS _____ DAY OF _____, 20 _____

BY: _____

TITLE: _____



LEGEND	
SUBDIVISION LINE	_____
LOT LINE	_____
ADJACENT PROPERTY	_____
EASEMENT LINE	-----
ROAD CENTERLINE	_____
SECTION LINE	-----
TIE TO MONUMENT	-----
SET 5/8" REBAR WITH "ENTELLUS" CAP AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND LOT CORNER MARKER (AS NOTED)	○

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES SUBDIVISION PLAT 8.

REVIEW COPY

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 404, OLSEN FARM ESTATES PLAT 4, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 00°04'20" EAST 190.00 FEET ALONG THE EAST LINE OF SAID LOT; THENCE SOUTH 54°54'43" EAST 167.01 FEET ALONG THE SOUTHERLY LINE OF LOT 405 OF SAID SUBDIVISION TO THE WESTERLY LINE OF OLSEN WAY AND A POINT ON THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 284.47 FEET, (CHORD BEARING AND DISTANCE = SOUTH 21°38'58" WEST 282.02 FEET, CENTRAL ANGLE = 26°04'43"); THENCE NORTH 89°26'00" WEST 121.88 FEET ALONG A FENCE TO THE PROPERTY CONVEYED IN ENTRY NO. 2191284; THENCE NORTH 01°00'42" WEST 546.89 FEET ALONG A FENCE LINE OF SAID PROPERTY LINE TO THE SOUTH LINE OF 1850 NORTH STREET; THENCE NORTH 89°55'40" EAST 98.68 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 1.772 ACRES

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS OLSEN FARM ESTATES SUBDIVISION PLAT 8, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREET, PARCELS, AND PUBLIC UTILITY EASEMENTS WHICH WILL INTERFERE WITH DEDICATED PUBLIC USE.

SIGNED THIS _____ DAY OF _____, 20 _____.

CHREE OLSEN MARTIN

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20 _____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, CHREE OLSEN MARTIN, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

NOTES

- THE STATE PLANE BEARING ALONG THE BASIS OF BEARING IS NORTH 87°24'44"W, CALCULATED USING NAD 1983 STATE PLANE COORDINATES FROM THE UTAH NORTH ZONE.
- A PORTION OF THE PROPERTY IS IN ZONE "X" (SHADED) AND IS EITHER OUTSIDE THE 100-YEAR FLOOD PLAIN OR IS WITHIN A 100-YEAR FLOOD PLAIN OF LESS THAN 1 FOOT OF DEPTH. THE REMAINING PROPERTY IS WITHIN ZONE "X" (UNSHADED) AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). FIRM #4911C0391E, EFFECTIVE JUNE 18, 2007.
- PUBLIC UTILITY EASEMENTS ARE ALSO DRAINAGE EASEMENTS (P.U.&D.E.).
- PUBLIC UTILITY EASEMENTS ARE 10.0 FEET ALONG THE SUBDIVISION EXTERIOR AND 7.0 FEET ALONG INTERIOR LOT LINES UNLESS OTHERWISE NOTED.
- THE 100-YEAR BASE FLOOD ELEVATION IS CALCULATED AT 4,225.1' ON THE EASTERLY LINE OF THE SUBDIVISION BASED ON FEMA FLOOD INSURANCE STUDY NUMBER 4901C0002A AND FIRM MAP 4901C0391E (EFFECTIVE ON 06/18/2007). THE ELEVATION OF THE LOWEST FLOOR OF A NEW STRUCTURE MUST BE AT OR ABOVE 4,226.1' (1-FOOT ABOVE THE BASE FLOOD ELEVATION).
- A 20.0-FOOT STORM DRAIN EASEMENT GRANTED IN ENTRY #1780912, DAVIS COUNTY RECORDER (D.C.R.) IS FULLY CONTAINED WITHIN THE PUBLIC UTILITY AND DRAINAGE EASEMENT DEDICATED ALONG THE COMMON LOT LINE OF LOTS 801 AND 802.
- STORM DRAIN AND INLET ON LOT 802 IS A PRIVATE SYSTEM AND SHALL BE MAINTAINED BY THE PROPERTY OWNER OF LOT 802.
- STORM DRAIN AND INLET ON LOT 804 IS A PRIVATE SYSTEM AND SHALL BE MAINTAINED BY THE PROPERTY OWNER OF LOT 804.
- THE SOUTH DAVIS SEWER DISTRICT EASEMENT AND MOUNTAIN FUEL EASEMENT ARE POSITIONED BASED ON THE VISIBLE MARKERS AND AS SHOWN ON OLSEN FARM ESTATES PLAT 4 (ENTRY #1259928, DAVIS COUNTY RECORDER).

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20 _____

AT _____ IN BOOK _____ OF _____

COUNTY RECORDER: _____

BY: _____ DEPUTY

CITY ENGINEER

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20 _____.

WEST BOUNTIFUL CITY ENGINEER

PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20 _____, BY THE PLANNING COMMISSION OF WEST BOUNTIFUL CITY.

CHAIRMAN

CITY ATTORNEY

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20 _____.

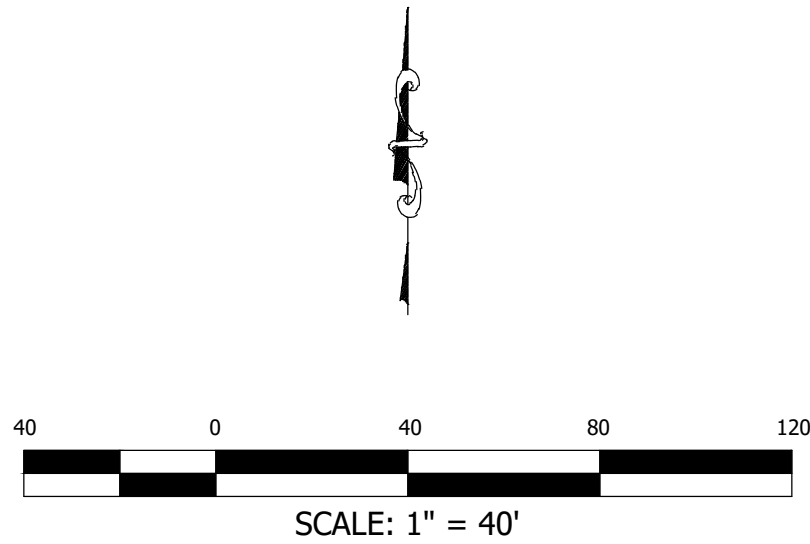
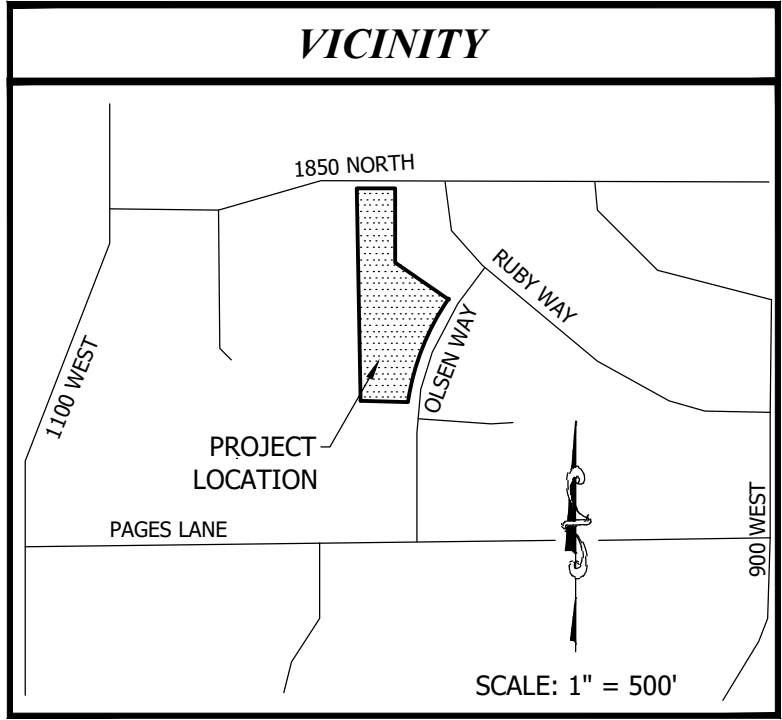
WEST BOUNTIFUL CITY ATTORNEY

WEST BOUNTIFUL CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF WEST BOUNTIFUL CITY, UTAH, THIS _____ DAY OF _____, 20 _____, AT WHICH TIME THIS PROJECT WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: _____

MAYOR: _____



LEGEND	
PROPERTY LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
INDEX CONTOUR LINE	----- (4400) -----
MINOR CONTOUR LINE	-----
CURB, GUTTER, SIDEWALK	_____
CHAIN LINK FENCE LINE	----- o ----- o -----
WOOD/VINYL FENCE LINE	----- □ ----- □ -----
FIELD FENCE LINE	----- x ----- x -----
BURIED GAS LINE	----- GAS ----- GAS -----
OVERHEAD POWER LINE	----- OHP ----- OHP -----
SANITARY SEWER	----- SS ----- SS -----
RECORD CALLS ()	
SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

BOUNDARY DESCRIPTION

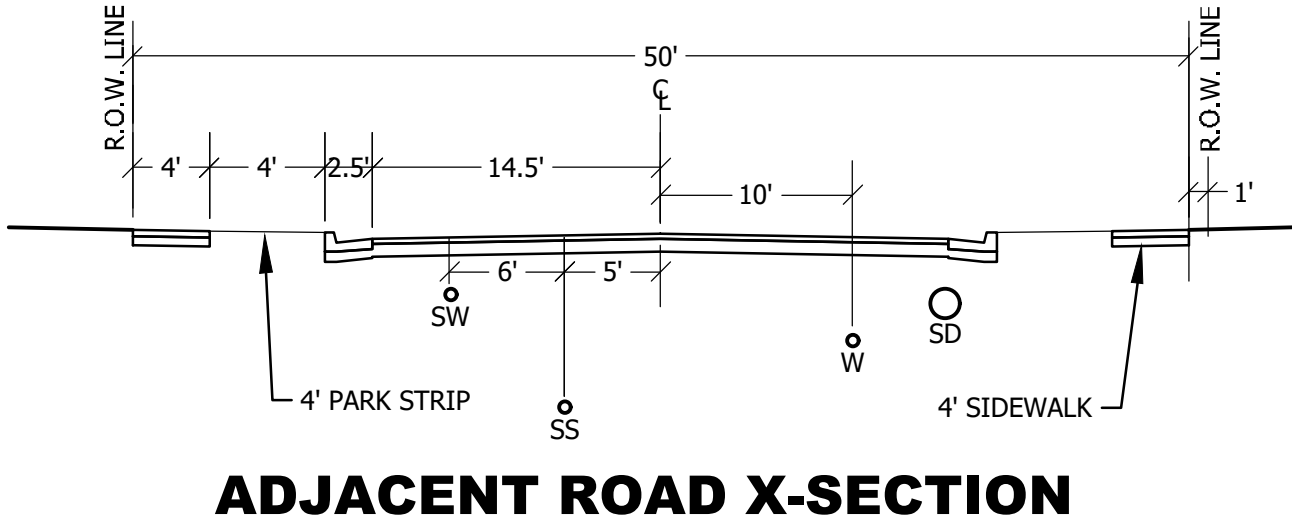
BEGINNING AT THE NORTHWEST CORNER OF LOT 404, OLSEN FARM ESTATES PLAT 4, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 00°04'20" EAST 190.00 FEET ALONG THE EAST LINE OF SAID LOT; THENCE SOUTH 54°54'43" EAST 167.01 FEET ALONG THE SOUTHERLY LINE OF LOT 405 OF SAID SUBDIVISION TO THE WESTERLY LINE OF OLSEN WAY AND A POINT ON THE ARC OF A 625.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 284.47 FEET, (CHORD BEARING AND DISTANCE = SOUTH 21°38'57" WEST 282.02 FEET, CENTRAL ANGLE = 26°04'43"); THENCE NORTH 89°26'00" WEST 121.88 FEET ALONG A FENCE TO THE PROPERTY CONVEYED IN ENTRY NO. 2191284; THENCE NORTH 01°00'42" WEST 546.89 FEET ALONG A FENCE LINE OF SAID PROPERTY LINE TO THE SOUTH LINE OF 1850 NORTH STREET; THENCE NORTH 89°55'40" EAST 98.68 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 1.772 ACRES

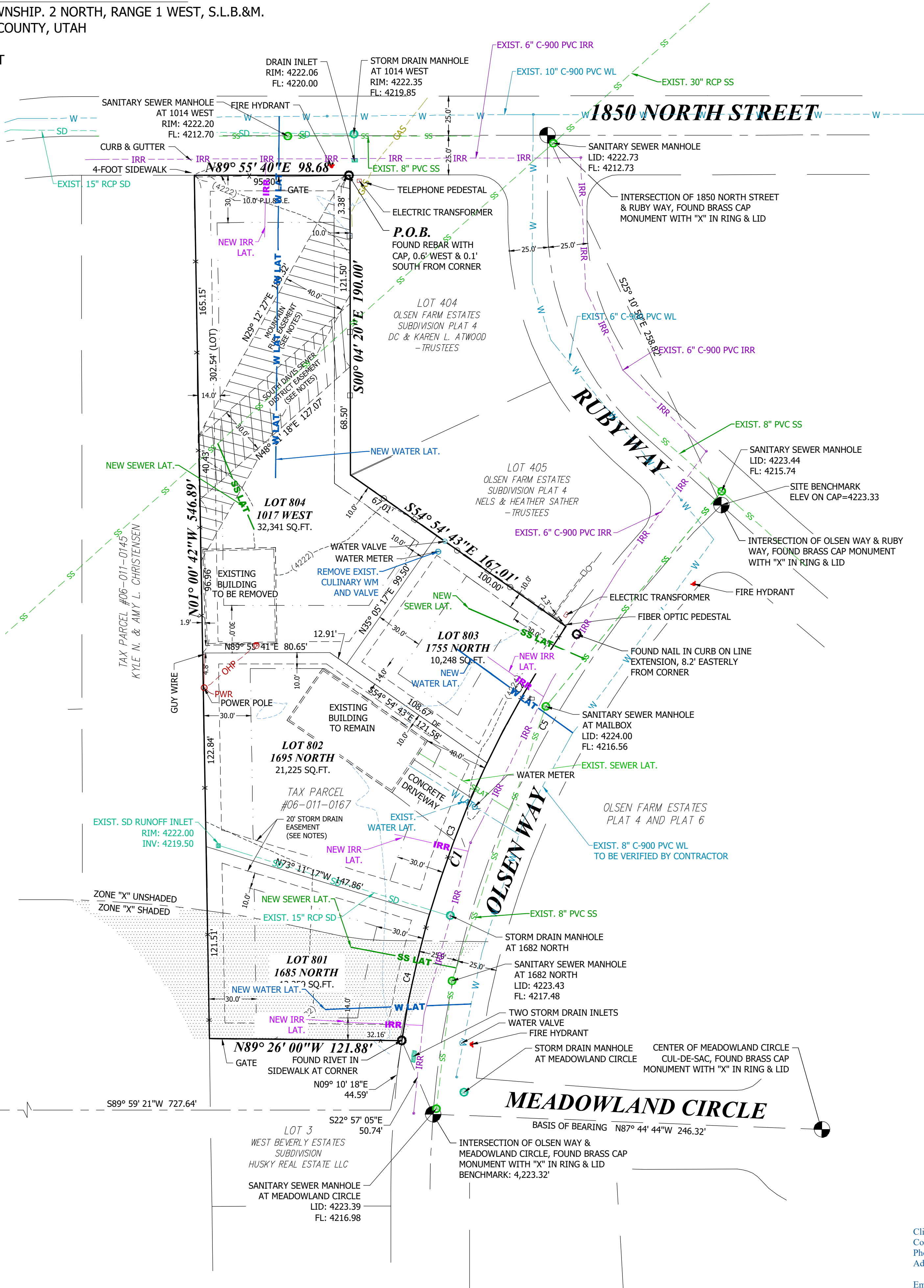
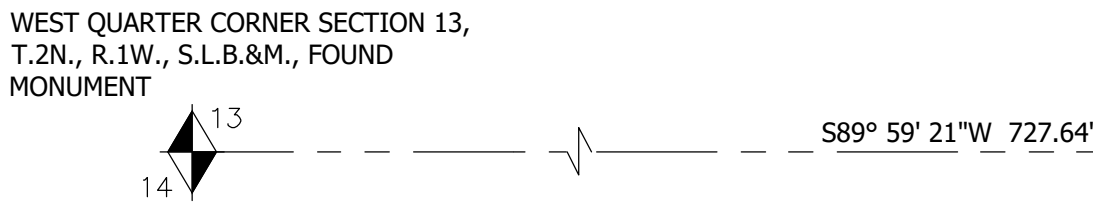
NOTES

- A PORTION OF THE PROPERTY IS IN ZONE "X" (SHADED) AND IS EITHER OUTSIDE THE 100-YEAR FLOOD PLAIN OR IS WITHIN A 100-YEAR FLOOD PLAIN OF LESS THAN 1 FOOT OF DEPTH. THE REMAINING PROPERTY IS WITHIN ZONE "X" (UNSHADED) AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). FIRM #49011C0391E, EFFECTIVE JUNE 18, 2007.
- PROPERTY CURRENTLY ZONED IN A R-1-10 ZONE.
- EXISTING STRUCTURE ON LOT 804 TO BE DEMOLISHED ACCORDING TO WEST BOUNTIFUL CITY CODE PRIOR TO NEW INFRASTRUCTURE INSTALLATION.
- EXISTING DAMAGED SIDEWALK ALONG THE DEVELOPMENT FRONTAGE TO BE REPLACED. ALL SIDEWALK THAT IS CRACKED, BROKEN, OR SPALLING TO BE REMOVED AND REPLACED WITH 6" CONCRETE OVER 6" OF COARSE BASE PER WEST BOUNTIFUL CITY CODE. CITY STAFF TO VERIFY SIDEWALK CONDITION AND DETERMINE ITS FEASIBILITY.
- THE SOUTH DAVIS SEWER DISTRICT EASEMENT AND MOUNTAIN FUEL EASEMENT ARE POSITIONED BASED ON THE VISIBLE MARKERS AND AS SHOWN ON OLSEN FARM ESTATES PLAT 4 (ENTRY #1259928, DAVIS COUNTY RECORDER).

OLSEN FARM ESTATES SUBDIVISION PLAT 8
LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP. 2 NORTH, RANGE 1 WEST, S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH
MAY 2022
PRELIMINARY PLAT



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	625.00'	284.47'	026° 04' 43"	S21° 38' 58"W	282.02'
C2	625.00'	99.99'	009° 09' 59"	S30° 06' 20"W	99.88'
C3	625.00'	102.60'	009° 24' 21"	S20° 49' 10"W	102.49'
C4	625.00'	81.88'	007° 30' 23"	S12° 21' 48"W	81.82'
C5	600.00'	436.39'	041° 40' 18"	S25° 18' 22"W	426.83'



Client: CHREE & STEVEN J MARTIN
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sjmartin984@gmail.com

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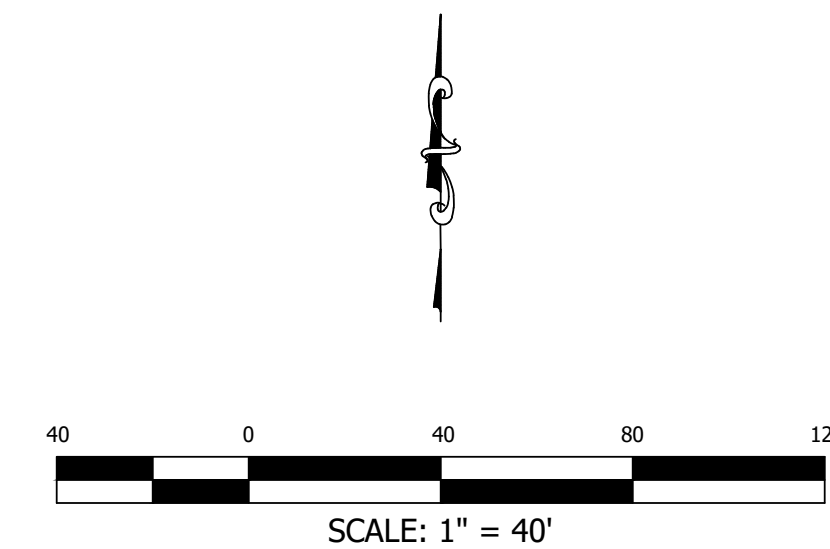
CHREE & STEVEN J. MARTIN

1014 WEST PAGES LANE
TAX PARCEL #06-011-0167
LOCATED IN THE NW 1/4 OF SECTION 13, T.2N., R.1W., S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN:	11/10/2021
APPROVED:	XXXX/XXXX
PROJECT #:	1185008
PRELIM-2029001.dwg	

V210
PRELIMINARY PLAT

1. ALL FINISHED FLOOR ELEVATIONS WILL COMPLY WITH WEST BOUNTIFUL CITY STANDARDS AND BE A MINIMUM OF 1 FOOT ABOVE THE TBC AT THE LOT FRONTAGE.
2. ADD FILL WHERE NECESSARY TO MAKE SLOPE DRAINAGE TOWARDS PUBLIC STREET WHERE POSSIBLE.
3. TO PREVENT WATER INFILTRATION, DRAINAGE SLOPES WILL BE SMALL ENOUGH TO DECREASE THE AMOUNT OF RUNOFF, AS NECESSARY NATURAL OR MAN-MADE SWALES WILL BE USED AS A LID TECHNIQUE TO ADD TO THE AMOUNT OF WATER THAT INFILTRATES INTO THE GROUND OR THAT CAN BE USED TO WATER LANDSCAPING. SWALES IN THIS AREA SHOULD NOT NEED TO BE VERY DEEP AND CAN BE CUSTOMIZED BY THE LOT OWNER WITH THEIR OWN LANDSCAPING.
4. INLET BOXES AND STORM DRAIN SYSTEMS ON LOTS 802 (1695 N.) AND 804 (1017 W.) ARE TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNERS OF SAID LOTS.



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**PRELIMINARY
NOT FOR
CONSTRUCTION**

CHREE & STEVEN J. MARTIN

1014 WEST PAGES LANE
TAX PARCEL #06-011-0167
LOCATED IN THE NW 1/4 OF SECTION 13, T.2N., R.1W., S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV #	COMMENT	DATE
DRAWN:		JB
APPROVED:		ST
PROJECT #:	20296	
PRELIM-2029001.dwg		
C500		
PRELIMINARY GRADING PLAN		

**West Bountiful City
Planning Commission Meeting**

May 10, 2022

PENDING – NOT APPROVED

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website, on the West Bountiful City website, and at city hall on May 6, 2022, per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, May 10, 2022, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS ATTENDING: Chairman Alan Malan, Commissioners Dennis Vest, Laura Mitchell, Mike Cottle, Corey Sweat, and Council member Kelly Enquist.

STAFF ATTENDING: Kris Nilsen (City Engineer), Cathy Brightwell (Recorder), and Debbie McKean (Secretary).

VISITORS: Deby Mitchell, Jay Gough, Robert McConnell (Attorney representing Manheim)

The Planning Commission meeting was called to order at 7:30 pm by Chairman Malan.

1. **Prayer by Commissioner Sweat.
Pledge of Allegiance- Commissioner Cottle.**
2. **Confirm Agenda**

Dennis Vest moved to approve the agenda as presented. Laura Mitchell seconded the motion. Voting was unanimous in favor among all members present.

3. **Discuss Onion Patch Securities/Manheim Project**

Commissioner packets included a memorandum from Cathy Brightwell and Kris Nilsen dated May 6, 2022, regarding the Onion Patch Securities/Manheim Project. Included with the memorandum was a site map, Application to rezone, Application for Text Change, City zoning map, Conditional Use Application, and a draft of the Development Agreement for Onion Patch Securities/Manheim Project.

Kris Nilsen reminded commissioners that at the planning commission's March 8, 2022, meeting, Todd Willey and Jay Gough, representing Onion Patch Securities, LLC, explained that Manheim Auto Auction is in need of additional land to park overflow vehicles. Onion Patch has proposed to temporarily lease a portion of their vacant land (6.75 acres) to Manheim in exchange for approximately 3 acres of residential land adjacent to Highgate Estates. The commission agreed that the proposal may be in the best interest of the city and suggested staff work with legal to come up with some options to make it work. Onion Patch went on to meet with city council on March 15, 2022, who suggested they try to come up with a mechanism to make it all work and present a proposal to planning commission.

In response to the above discussion, the parties submitted the following documents on April 27, 2022:

1. Application for Text Change to add an Outdoor Vehicle Storage in Certain Commercial Areas Overlay and Amend WBMC 17.92.010 Outdoor Storage and Outdoor Merchandising.

2. Application for Rezone for a Portion of Onion Patch Securities Property to Commercial Highway and Outdoor Vehicle Storage in Certain Commercial Areas Overlay Zones.
3. Conditional Use Permit Application for Outdoor Vehicle Storage on Vacant Raw Land.
4. Draft Development Agreement for Onion Patch Securities to Lease Vacant Land to Manheim This item is up for discussion which will include process and timeline.

The following discussion took place:

- There was some confusion about the need for all the documents. Commissioner Sweat raised concerns about having a conditional use permit as part of the agreement and combining all these conditions to every document provided. Can't the conditions be included in the development agreement? Laura Mitchell pointed out that conditional uses run with the land and so it is necessary to have the overlay zone in place. Kris Nilsen commented that the conditional use will provide the city additional protections.
- Outdoor Vehicle Storage in Certain Commercial Areas Overlay (OVSO). This new overlay zone is intended to be limited a specific property and allow outdoor vehicle storage as a permitted use. This is preferable to changing the prohibition on motor vehicle storage in the underlying zone as it would apply zone-wide. It was also determined that the use should be conditional rather than permitted and that signage should follow the city's sign ordinance.
- Application to Rezone proposes to change the zone of the specific property. It was determined that the property be changed from B-U to CH and OVSO because the C-H allows outdoor storage. The property description listed on the application is for the entire 10 acre Onion Patch parcel but should be limited to the specific property being leased (6.7 acres).
- WBMC 17.92 Outdoor Storage and Outdoor Merchandising. A provision is proposed that references the OVSO and allows vehicle parking up to 5 days when controlled by access gate. It also allows Motor Vehicle Retail Sales and Service as a Permitted use and Outdoor Storage of Merchandise and Equipment as a conditional use.

After discussion, it was determined that the language needs to be clarified so that the use is limited to within the OVSO. The chart needs to be updated to remove Motor Vehicle Retail Sales and Service and Outdoor Storage of Merchandise or Equipment from the zone and add a new line item called Outdoor Storage of Motor Vehicles as a conditional use. The applicant also asked that the 5-day limit be changed to 'temporary' as there may be rare occasions when vehicles are left on-site for longer periods of time.

- Conditional Use Permit allows outdoor vehicle storage on the specified property and will allow the planning commission to establish conditions for the outside storage such as fencing, lighting, etc. and establish a term limit (ten year suggested).
- Development Agreement. Chairman Malan asked for changes regarding the zone and the term of the agreement and asked staff to run sections 4.2 and 4.7 by legal counsel. Cathy Brightwell noted that the city wants to be made aware of any future changes to the term of the ground agreement and asked for a statement that would involve the city in any changes.

Mr. Mc Connell explained that his clients only need this for a 10-year period and so he has drafted things to that end. He will revise the items pointed out and forward to Cathy Brightwell. She will forward them those to Steve Doxey and schedule a public hearing for the next meeting.

4. Discuss City Council Request to Consider Adopting a Minimum Home Size (footprint) in Residential Areas

Commissioner packets included a memorandum from Cathy Brightwell/Kris Nilsen dated May 6, 2022 regarding a Request to Consider Adopting a Minimum Home Size (Footprint) in Residential Zones.

Cathy Brightwell explained that at the May 3, 2022, city council meeting, there was discussion about the size of homes. West Bountiful does not have either a minimum or maximum size requirement like many other cities do. This item is up for discussion to determine if the planning commission sees a need to adopt a minimum size or minimum footprint requirement.

Some discussion took place and the commission felt that there was no need to have a minimum size home requirement in code.

Action Taken:

Corey Sweat move to recommend to city council that there be no minimum home size on a residential property. Laura Mitchell seconded the motion and voting was unanimous in favor.

Dennis Vest noted that Corey Sweat did an outstanding job representing the Commission at the last City Council meeting. Corey noted that the "Flip the Strip" ordinance will be coming back to the commission for further review.

5. Consider Meeting Minutes from April 26, 2022.

Action Taken:

Corey Sweat moved to approve the minutes from the April 26, 2022, meeting as corrected. Mike Cottle seconded the motion and voting was unanimous in favor.

6. Staff Reports

Cathy Brightwell

- City council passed a Proclamation and Resolution enacting culinary watering restrictions for outdoor use. Cathy reviewed the various restrictions for culinary water and Weber Basin water. She noted the difference between the two and the fines in place if not adhered to.
- Cathy has been preparing educational information on the different types of watering restrictions for the website. Post cards will be mailed to all residents tomorrow explaining the changes.
- Ivory Homes submitted preliminary plat drawings for Belmont Farms which is a 9-lot subdivision. They are now under the name of Belmont Farms. Their submittal included a few updates to the storm drain plans, but no substantial changes were made.
- June 28th – Primary Elections will be held in the council chambers so not planning commission meeting will be held.
- There is a lot of interest in reviewing the BU zone to make it more usable.

- Duane and Steve have met with high use water customers. To date they have met with Loveland Nursery and Rockin E and will meet with Holly Refinery soon. They will continue to monitor high water users. Loveland is interested in annexing into the city.

Kris Nilsen

- Lines for Weber Basin secondary water are being charged and should be usable by Friday.
- 600 West construction is going well and is on schedule.
- 400 North Well working through issues with the fluoride pump. Should be completed this week.
- Public Works building should have footings in this week.
- RV's have been removed from the Sewer District property. No plans for the property have been submitted to date.
- Olsen Phase 8 drawings have been received and are being reviewed.

7. Adjourn.

Action Taken:

Corey Sweat moved to adjourn the regular session of the Planning Commission meeting at 9:27 pm. Mike Cottle seconded the motion. Voting was unanimous in favor.

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The foregoing was approved by the West Bountiful City Planning Commission on May 24, 2022, by unanimous vote of all members present.

Cathy Brightwell – City Recorder